

Tuesday, April 23, 2024
City Council Meeting - Hybrid (In-Person & Electronic)

7:00 P.M.

#2136 Regular City Council Meeting - Hybrid (In-Person & Electronic)

Agenda: <https://go.boarddocs.com/wa/cocp/Board.nsf/goto?open&id=D3CN7D5AE825>

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/88941449687>

Or you may call this number to listen: 1-669-900-9128 ID# 889 4144 9687 Phone controls: *6 - toggle mute/un-mute and *9 - raise hand

1. Opening Items.

Subject :	1.01 Call To Order
Meeting :	Apr 23, 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 23, 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,
Melodie Williams,
Heather Schermann,
Monica Boyle

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

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

Subject : 1.03 Pledge of Allegiance
Meeting : Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category : 1. Opening Items.
Access : Public
Type : Procedural

Public Content

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

Subject : 1.04 Public Comment -
Meeting : Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category : 1. Opening Items.
Access : Public
Type : Information

Public Content

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

Meeting Protocol for Public Comment:

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

- Your Name
- Your Address

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

Verbal Public Comments may be made during the meeting:

- In-person at the meeting location - provided at the beginning of each agenda.

Telephone 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.

2. Consent Agenda.

Subject :	2.01 AB 24086 - Approve Agenda for April 23, 2024 meeting
Meeting :	Apr 23, 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 23, 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 24087 - Approve Council Minutes for April 9, 2024
Meeting :	Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)

Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes
Recommended Action :	Motion to approve the April 9, 2024 Council Minutes.

File Attachments

[2024-4-9_Council_Meeting_Minutes_Draft_BoardDocs® Plus.pdf \(810 KB\)](#)

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 24088 - Utility Unit Charge Protocol Code Amendment - Ms. Culwell
Meeting :	Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to Approve Ordinance 24-004 by the City Council of the City of College Place, Washington to amend College Place municipal code §13.04.430 to remove the requirement of Building Official inspection and certification for Water Service Unit Charge Change and to set fee for non-compliance with protocol.

Public Content

Historical Perspective:

Currently, City code calls for a physical inspection by a City official to reduce the number of units being served by the City's water service.

Information for Consideration:

Staff's position is requiring physical inspection is not an efficient use of staff time and of little effectiveness with the goal of ensuring each property accurately reports the number of units being served and pays their fair share of water service expenses.

Staff recommends removing the requirement for a City inspection for unit changes and provide for a per day fine for owners who do not report a change increasing the units being serviced within 30 days and providing for the requirement the property owner swear under penalty of perjury that the number of units represented to the City accurately reflect the use of the property.

File Attachments

[Ord_24-004_Utility_Unit_Charge_Protocol_Code_Amendment_2024-4-23.pdf \(228 KB\)](#)

Consent

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Subject :	2.04 Excusing the Absence of Council Member Williams
Meeting :	Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to excuse Council Member Williams.

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.
Meeting :	Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)

Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to approve the consent agenda

Consent

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

3. Presentations.

Subject :	3.01 AB 24089 - Walla Walla Sleep Center Presentation - Mr. Green
Meeting :	Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	3. Presentations.
Access :	Public
Type :	

Public Content

Jordan Green will give a presentation on the Walla Walla Sleep Center.

File Attachments

[Walla Walla Sleep Center Slides.pdf \(1,073 KB\)](#)

Subject :	3.02 AB 24090 - Downtown Public Parking Lots Presentation - Mr. Rizzitiello and Luafataalae Voigt
Meeting :	Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	3. Presentations.
Access :	Public
Type :	Information

Public Content

Luafataalae Voigt will give a presentation on downtown public parking lots.

File Attachments

[omitted properties.pdf \(66 KB\)](#)

[Highest-lowest rating.pdf \(81 KB\)](#)

[North-South.pdf \(82 KB\)](#)

[College Avenue Parking Lots - Slides.pdf \(813 KB\)](#)

Subject : 3.03 AB 24091 - Engaging consultant to facilitate and administer lease of city property to private parties Verizon use of City water tower space. - Ms. Culwell

Meeting : Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)

Category : 3. Presentations.

Access : Public

Type : 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

The City negotiated and currently administers these leases.

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. Gunnerson presented to City Council at a regular meeting on April 9, 2023 and answered Councilmember and the Mayor's questions. Gunnerson Consulting provided the proposed agreement included with this information (CSA_Template). Director of Public Works has reviewed and is satisfied with the terms of the agreement. Legal has reviewed the agreement and provided feedback in the Executive Content with this Agenda bill. The proposed agreement has been forwarded to the City's insurer,

Washington Cities Insurance Authority (WCIA) for review. As of the date of the provision of this information, staff has not heard back from WCIA.

Staff recommends engaging Gunnerson Consulting to administer the City's leasing of City property to telecommunication service providers and executing the agreement upon approval by City Attorney.

File Attachments

[CSA_Template BR_240207.pdf \(209 KB\)](#)
[Gunnerson Consulting - Water Tower Lease Administration - Resolution Draft.pdf \(145 KB\)](#)

4. Public Hearings - None

5. Action Items.

Subject :	5.01 AB 24092 - Resolution Awarding Task Order under On Call City Engineer Contract for 100% Design of new East-West Rd (College to Teal) and intersection of East-West Rd /College to J-U-B Engineers - Mr. Rizzitiello
Meeting :	Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Apr 23, 2024
Absolute Date :	Apr 23, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$540,650.00
Budgeted :	Yes
Budget Source :	100% Stone Creek/Downtown Tax Increment Financing District #1
Recommended Action :	Motion to approve Resolution No. 24-025 awarding task order under On Call City Engineer Contract for \$491,500 +10% contingency equaling \$540,650 to conduct 100% design engineering of new East-West Rd (SW Murray Blvd) and intersection of new East-West Rd with College Avenue.

Public Content

Historical Perspective:

The City of College Place City Council created the Stone Creek/Downtown Tax Increment Finance District (TIF)#1 in May 2023. Two projects in this TIF are construction of new East-West Rd from College Avenue to Teal Rd in the Stone Creek development and then the intersection of this road with College Avenue.

Information for Consideration:

The City entered into a Memorandum of Understanding with College Holdings LLC via Resolution #24-016 adopted on March 12th, 2024. With this MOU in place which establishes some base timelines for turning in plans and development documents, the City feels comfortable starting engineering on these projects. Within the Stone Creek TIF up to \$550,000 was allocated toward the intersection improvement and \$1.936 million toward the East-West Rd. It is expected the developer will be responsible for the remainder (Lakeside) This East-West Rd will also provide access to the eventual Intermediate Public School to be located on land purchased by College Place School District off of Teal Rd. The cost to do full engineering of the East-West Rd is \$255,300. The cost to do full intersection of East-West Rd and College Avenue intersection is \$236,200. Efficiencies are gained since J-U-B was the design engineer for the Southwest Sewer project back in 2019/2020. The new roadway will follow the trajectory of this sewer main.

File Attachments

[Res_No_24-016_MOU_College_Holdings_2024-3-12.pdf \(318 KB\)](#)
[East-West_Rd&College_Ave_Int Scope and Fee Package 4-18-2024.pdf \(495 KB\)](#)
[J-U-B SOW East--West_Rd_4-18-24Final.pdf \(967 KB\)](#)
[Res_No_24-025_Awarding_Design_Task_East-West_Rd_and_College_JUB_2024-4-23.pdf \(163 KB\)](#)

Subject :	5.02 AB 24093 - Allow City Administrator to Sign Consent for Access to Property for Brownfields Assessment - Lions Park Community Center - Mr. Rizzitiello
Meeting :	Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Apr 23, 2024
Absolute Date :	Apr 23, 2024
Fiscal Impact :	No
Budgeted :	Yes
Budget Source :	100% Ecology Brownfields Assessment Grant
Recommended Action :	Motion to approve Resolution No. 24-026 allowing City Administrator to sign Consent for Access to Property for Brownfields Assessment - Lions Park Community Center (801 SE Larch Ave, College Place).

Public Content

Historical Perspective:

The Lions Park Community Center dates back to the late 1960's. During that time asbestos and lead were used in building construction.

Information for Consideration:

The City and partners continue to assemble grants for a replacement to the Lions Park Community Center that would be a multi-use facility (library, childcare, commercial kitchen,

community room). The existing facility would have to be demolished. A brownfield assessment needs to occur to determine if lead and asbestos is in the existing building. If so, additional care will need to be taken for demolition. The State will extend a grant to us to cover this assessment by one of their contractors. If either material is found, we will be able to go for brownfield cleanup grant funds that are undersubscribed for this region.

File Attachments

[Map.JPG \(183 KB\)](#)
[ECY Brownfields Access Agreement - Draft - 9-30-21.pdf \(106 KB\)](#)
[Res_No 24-026_Brownsfields_Assessment_Consent_to_Access_Lions_Park_2024-4-23.pdf \(161 KB\)](#)

Subject :	5.03 AB 24094 - Resolution of Support - Application into Federal Highway Administration Active Transportation Infrastructure Investment Program (ATIIP) for SE 12th Street (College Ave to Myra Rd) Engineering - Mr. Rizzitiello
Meeting :	Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Apr 23, 2024
Absolute Date :	Apr 23, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$600,000.00
Budgeted :	No
Budget Source :	90% Federal ATIIP Grant If Awarded; 10% City Transportation Benefit District
Recommended Action :	Motion to approve Resolution No. 24-027 supporting application into the Federal Highway Administration Active Transportation Infrastructure Investment Program (ATIIP) for SE 12th Street (College to Myra) Engineering

Public Content

Historical Perspective:

SE 12th Street has existed as a project in City Capital Facility Plans since 2017.

Information for Consideration:

The Federal Highway Administration Active Transportation Infrastructure Investment Program offers grants for engineering for roadways that are or will be Complete Streets. The concept is to pursue engineering funds for the SE 12th Street full engineering from College Avenue to Myra Rd. The grant website is located here: https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/

File Attachments

[ATIP Grant Website.url \(0 KB\)](#)

[Ordinance 23-014_CFP.pdf \(402 KB\)](#)

[SE12thMap.JPG \(204 KB\)](#)

[Res_No 24-027_Resolution_of_Support_ATIIP_Grant_SE_12th_Street_Engineering_2024-4-23.pdf \(158 KB\)](#)

Subject :	5.04 AB 24095 - Award of the Damson Ave Reconstruction & Rose Street Rechannelization Project. - Mr. McAndrews
Meeting :	Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Apr 23, 2024
Absolute Date :	Apr 23, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$2,000,000.00
Budgeted :	Yes
Budget Source :	Transportation Improvement Board (TIB) for \$1.2mil & Utility Reserves/Transportation Benefit District \$800k
Recommended Action :	Motion to award the Damson Ave Reconstruction & Rose Street Rechannelization Project to Eastern Oregon Contracting LLC in the amount of \$1,883,222.50, and authorize Public Works Director to sign contract agreements and approve additional work during the project not to exceed a total of \$2,000,000.

Public Content

Historical Perspective:

The City and PBS Engineering have been working on design for the NE Damson Ave Reconstruction project. This project continues the road profile of Damson from NE Cargill Ave to NE Rose Street, including sidewalks, sewer, water, and storm improvements. A crosswalk and rectangular rapid flashing beacon (RRFB) are also planned on Rose St at Damson. That portion of the project is dependent upon coordination with the railroad to grant the City and easement. Discussions and coordination efforts are still underway. The State Transportation Improvement Board (TIB) funded the Damson Ave improvements. After the initial funding offer TIB agreed to also fund the Rose Street Rechannelization project and tied funding to Damson. Anderson Perry was already working on the Rose Street Rechannelization project in conjunction with a similar project they are doing for the City of Walla Walla. The City, PBS, and Anderson Perry joined efforts to tie the two projects together into one bid package overen by the City and PBS.

Information for Consideration:

The City and PBS opened bids on Thursday April 11th and there were two bids, one from Nelson Construction, and one from Eastern Oregon Contracting LLC. After review of the bids, Eastern Oregon Contracting LLC was the low bidder with a total bid of \$1,883,222.50. The Engineer's Estimate was \$1,437,879.89. The City and PBS have engaged TIB to see if additional funding may be available. Regardless, the City has available funds available for utility work and paving, which will be able to cover the additional costs. City staff recommend including a contingency of roughly 7% bringing the project total to \$2,000,000.

File Attachments

- [Rose Street Site.JPG \(236 KB\)](#)
- [Damson Site.JPG \(352 KB\)](#)
- [2024-04-18-DamsonAndRose_LetterOfRecomd.pdf \(171 KB\)](#)

Subject :	5.05 AB 24096 - Engaging Gunnerson Consulting to administer use and leasing of City property to telecommunication companies. - Ms. Culwell
Meeting :	Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Fiscal Impact :	Yes
Budgeted :	No
Recommended Action :	Motion to approve Resolution 24-028 authorizing the Mayor to execute an agreement with Gunnerson Consulting to administer the use and leasing of City property by telecommunication companies upon satisfactory legal review of the terms and conditions of the agreement.

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

The City negotiated and currently administers these leases.

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. Gunnerson presented to City Council at a regular meeting on April 9, 2023 and answered Councilmember and the Mayor's questions. Gunnerson Consulting provided the proposed agreement included with this information (CSA_Template). Director of Public Works has reviewed and is satisfied with the terms of the agreement. Legal has reviewed the agreement and provided feedback in the Executive Content with this Agenda bill. The proposed agreement has been forwarded to the City's insurer, Washington Cities Insurance Authority (WCIA) for review. As of the date of the provision of this information, staff has not heard back from WCIA. Staff recommends engaging Gunnerson Consulting to administer the City's leasing of City property to telecommunication service providers and executing the agreement upon approval by City Attorney.

File Attachments

[CSA_Template BR_240207.pdf \(209 KB\)](#)

[Res_No 24-28_Authorization_for_Gunnerson_Consulting_Water_Tower_Agreement.pdf \(149 KB\)](#)

Subject :	5.06 AB 24097 - Chip Seal on NE Rose Street from City Limits to NE Lambert Ave - Mr. McAndrews
Meeting :	Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Apr 23, 2024
Absolute Date :	Apr 23, 2024
Fiscal Impact :	Yes
Dollar Amount :	\$30,000.00
Budgeted :	Yes
Budget Source :	Transportation Improvement Board (TIB)
Recommended Action :	Motion to Authorize Central Washington Asphalt to perform chip seal and fog seal on NE Rose Street from City Limits to NE Lambert Ave for an amount not to exceed \$30,000.

Public Content

Historical Perspective:

The City is planning a realignment project on NE Rose Street from City limits to NE Lambert Ave. this project is in conjunction with a similar project that the City of Walla Walla is planning to complete in summer of 2024. The City of Walla Walla bid out chip seal and fog seal as part of their project. It is important that this work takes place in Walla Walla and College Place at the same time in order to provide safe traffic flow on Rose Street, and to avoid misaligned striping plans as the road crosses City limits.

A sole source justification form was completed and approved allowing the City to contract directly with Central Washington Asphalt (CWA) since they were awarded the chip seal for Walla Walla's project.

Information for Consideration:

CWA provided a quote for \$25,850 for 4,700 SY of chip seal 1/4-in FA-2 and fog seal. That is \$5.50/SY. After roughly adding roughly 15% contingency to account for any overages that equates to \$30,000.

This chip seal work is in lieu of repaving the roadway after having to cut into Rose St to install the crosswalk, electrical, and curb ramps. Rose Street is currently under a road cut moratorium following the completion of the CARS project. Chip seal and fog seal will provide fresh surfacing after the work is completed and will help provide a clean surface for striping the new alignment.

The City of Walla Walla's pricing through CWA for the same work is \$6/SY since there is markup included through the general contractor that was awarded the entire project.

File Attachments

[Sole Source - Executed 4-17-2024.pdf \(632 KB\)](#)
[Chip Seal Quote Rose Street - College Place.pdf \(392 KB\)](#)

6. Administrative Reports.

Subject :	6.01 AB 24098 - Regulating Private Transfer Fees - Ms. Culwell
Meeting :	Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	6. Administrative Reports.
Access :	Public
Type :	Discussion

Public Content

Historical Perspective:

Washington state prohibits real estate developers from establishing an ongoing stream of income by charging a fee on subsequent sales or other transfers of property by establishing a private transfer fee covenant which runs with the land, finding that such fees hinder the marketability and transferability of real estate.

The law excludes from the definition of "private transfer fee", Any fee payable, upon a transfer, to an organization qualified under section 501(c)(3) or 501(c)(4) of the internal revenue code of 1986, if the sole purpose of such organization is to support cultural, educational, charitable, recreational, conservation, or similar activities benefiting the real property being transferred and the fee is used exclusively to fund such activities. A copy of the bill and RCW chapter is provided here.

Information for Consideration:

A member of the public engaged staff in a discussion of a developer in the City and in Walla Walla who assesses a fee which goes to the developer's associated non-profit which apparently uses the funds to provide affordable housing in the development. It was reported that as a condition of the affordable house, 50% of any equity when the home is sold is paid to the charity. Staff could not independently confirm this information.

The attached article discusses a lawsuit filed against a developer for requiring such fees in Oregon. As of the provision of this information, staff was unable to determine the status of the lawsuit. The applicable Oregon statute is attached.

Council direction is needed on whether the City should explore options to regulate fees purported to be not a prohibited private transfer fee due to their charitable nature.

More detailed information is in the legal memo provided with this information.

File Attachments

[Legal Memo re Private Transfer Fees.docx.pdf \(500 KB\)](#)
[5796-S.SL - Amending RCW 64.60.010 - Definitions.pdf \(121 KB\)](#)
[Chapter 64.60 RCW PRIVATE TRANSFER FEE OBLIGATION ACT.pdf \(226 KB\)](#)
[Homeowners sue over donation fee - The Nugget Newspaper.pdf \(145 KB\)](#)
[ORS 93.269 Declaration or covenant related to future fees, commissions or payments to declarant.pdf \(123 KB\)](#)

Subject :	6.02 AB 24099 - Award of the Lift Station #5 Relocation Project Update- Mr. McAndrews
Meeting :	Apr 23, 2024 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	6. Administrative Reports.
Access :	Public
Type :	Information

Public Content

Historical Perspective:

The City and JUB Engineers has been working on design for the Lift Station 5 Relocation project. The City and JUB have completed design, acquired property for the new lift station, and has advertised the project. The bid opening will be April 23, 2024 at 10am.

Information for Consideration:

JUB Engineers and City Staff were prepared to review Bids at 10:00AM April 23rd, 2024. No bids were submitting, resulting in the need to reschedule bid opening.

The City was ready to advertise this project in early 2024, but had to wait on Department of Ecology approval which delayed the project. At this point the City is moving quickly to award this at council the same day as the bid opening to avoid another month or more of construction delay. The construction efforts must be substantially completed this year to be able to pave the road back before asphalt plants close for the season.

Engineer's Estimate for construction costs is \$2,313,900.

File Attachments

[L-RecommendationOfAward_draft.pdf \(596 KB\)](#)
[EOPC_LSN05.pdf \(164 KB\)](#)
[L-NoticeOfIntentToAward_draft.pdf \(16 KB\)](#)

7. Informational Reports - None

8. Executive Session - None

9. Closing Items.

Subject :	9.01 Good of the Order?
Meeting :	Apr 23, 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 23, 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, April 9, 2024)

Generated by Sherri St Clair on Tuesday, April 9, 2024

1. Opening Items.

Procedural: 1.01 Call To Order

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

Procedural: 1.02 Roll Call

PRESENT:

Mayor - Norma L. Hernández

Council Members – Paul Jessup (left at 7:36 pm, back at 7:38 pm); Michael Cleveland; Tito Espinoza; Loren Peterson; Melodie Williams; Heather Schermann; Monica Boyle

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

Also Present - Byron Gunnerson - Gunnerson Consulting and Communication Site Services, LLC
Brett Reall - Gunnerson Consulting and Communication Site Services, LLC

MEMBERS EXCUSED:

MEMBERS ABSENT:

Procedural: 1.03 Pledge of Allegiance

Information: 1.04 Public Comment - None

2. Consent Agenda.

Action (Consent): 2.01 AB 24071 - Approve Agenda for April 9, 2024

Action (Consent), Minutes: 2.02 AB 24072 - Approve Council Minutes from March 12, 2024

Action (Consent), Minutes: 2.03 AB 24073 - Approve Council Workshop Minutes from April 2, 2024

Action (Consent), 2.04 AB 24074 - December Financials

Action (Consent): 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.

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

3. Presentations.

Discussion, Information: 3.01 AB 24075 - Gunnerson Consulting - Cell Site and Lease Consulting Services -

Ms. Culwell informed the Council that the City has reached out to Gunnerson Consulting regarding cell site and lease consulting services. In addition, Ms. Culwell noted that with the switch to 5G, the cellular companies want to re-negotiate leases and Ms. Culwell recommends that the City consider consulting services. Mr. Reall and Mr. Gunnerson of Gunnerson Consulting provided an overview of their services to Council.

Discussion ensued.

Discussion: 3.02 AB 24076 - SPAR Indigent Defense Services -

Mr. Rizzitiello informed the Council that the City was approved for a grant for indigent defense services that will cover costs such as attorneys costs and investigations. The City was awarded over \$41,000.

Discussion ensued.

Discussion: 3.03 AB 24077- Conflict Indigent Defense Services - First Amendment to Contract -

Mr. Rizzitiello informed the Council that the City contracts for conflict indigent defense services because when the case loads are reached with the indigent defense attorney, the City must provide another attorney or the Court will appoint one and the cost would be unknown. The City has worked with Ponti and Wernette for conflict indigent defense services. The City received notice that Ponti and Wernette desired to terminate their agreement. The City sent out a request for service qualifications and Ponti and Wernette responded with a new negotiated rate and term.

Discussion ensued.

4. Public Hearings - None

5. Action Items.

Action: 5.01 AB 24078 - SPAR Indigent Defense Services Agreement -

Mr. Rizzitiello noted that this item was discussed earlier in the agenda under Presentation item 3.02. Staff is requesting that the City accept the SPAR grant for indigent defense services.

Council Member Jessup made a motion to Approve Resolution 24-020 Authorizing the Mayor to Execute the SPAR Program Indigent Defense Services Agreement. Second by Member Williams and the motion passed 7-0.

Action: 5.02 AB 24079 - Amendment to Contract for Conflict Public Defender Services -

Mr. Rizzitiello noted that this item was discussed earlier in the agenda under Presentation item 3.03. Staff is requesting that the City award the contract for conflict public defender services.

Discussion ensued.

Council Member Boyle made a motion to Approve Resolution No 24-021 Authorizing the Mayor to Execute the First Amendment to Contract for Conflict Public Defender Services. Second by Member Schermann and the motion passed 7-0.

Action: 5.03 AB 24080 - Contract Amendment for Wastewater Treatment Plant Phase 1 Design -

Mr. Rizzitiello informed the Council that the City has received approval from Ecology for Phase 1. The City has contracted J-U-B Engineers to complete the design for Phase 1 and the design is complete. The City selected J-U-B as the most qualified candidate to perform the construction phase services.

The City is requesting a contract amendment with J-U-B Engineers to include construction administration and observation services during construction.

Discussion ensued.

Council Member Williams made a 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. Second by Member Boyle and the motion passed 7-0.

Action: 5.04 AB 24081 - Award Martin Airfield Planning Study Contract to J-U-B Engineers -

Mr. Rizzitiello informed the Council that the City received Community and Economic Revitalization Board grant. The City sent out a request for service qualifications to complete a planning study and received two proposals. The proposals were graded and J-U-B Engineers was the top proposal. The City is recommending to contract with J-U-B Engineers to complete the Martin Airfield planning study.

Discussion ensued.

Council Member Peterson made a motion to approve Resolution No. 24-022 awarding Martin Airfield Planning Study contract to J-U-B Engineers for \$124,300. Second by Member Schermann and the motion passed 7-0.

Action: 5.05 AB 24082 - Accept Federal SS4A Grant Agreement - Safe Streets For All Action Plan -

Mr. Rizzitiello informed the Council that the City's grant application was approved. Mr. Rizzitiello explained that the grant would pay for the costs of merging the Blue Zones Complete Streets Plans, the ADA Transition Plan, and the Local Road Safety Plan.

Council Member Schermann made a motion to approve Resolution No. 24-023 accepting Federal SS4A Planning Grant Agreement. Second by Member Cleveland and the motion passed 7-0.

Action: 5.06 AB 24083 - Acceptance of Transportation Improvement Board (TIB) Complete Street Early Opportunity Grant NE Rose Street Lighting_-

Mr. Rizzitiello informed the Council that the City was approved for the Transportation Improvement Board Complete Street Early Opportunity grant to pay for pedestrian lighting on Rose Street, from Ash Street to Carey Court, similar to the lighting on 4th Street.

Discussion ensued.

Council Member Cleveland made a 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). Second by Member Peterson and the motion passed 7-0.

Action: 5.07 AB 24084 - Amendment #1 for Damson & Rose Street Project Design and Construction Administration -

Mr. Rizzitiello informed the Council that the amendment to the PBS Engineering contract for the Damson and Rose Street Project Design would cover the construction administrative services for the Damson and Rose Street re-alignment. In addition, the contract amendment would cover the design and construction administrative services for the Rose Street pedestrian lighting.

Discussion ensued.

Council Member Williams made a 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. Second by Member Boyle and the motion passed 7-0.

Action: 5.08 AB 24085 - Park Plan Update -

Mr. Rizzitiello informed the Council that J-U-B Engineers submitted a proposal for the park plan update. Mr. Rizzitiello explained that park plans to be updated every six years to be eligible for park grants.

Discussion ensued.

Council Member Schermann made a motion to Approve J-U-B Engineers Agreement for \$99,300. Second by Member Peterson and the motion passed 7-0.

6. Administrative Reports - None

7. Informational Reports - None

8. Executive Session - None

9. Closing Items.

Discussion, Information: 9.01 Good of the Order?

Council Member Jessup inquired as to the availability of Lions Park with the upcoming construction.

Discussion ensued.

Action: 9.02 Conclusion - Motion to Conclude the Meeting.

Council Member Williams made a motion to conclude the meeting at 8:01 PM. Second by Member Peterson and with no objection, the meeting concluded.

Approved:

Norma L. Hernández – Mayor

Attest:

Sherri St. Clair - City Clerk

The foregoing minutes are the official record of the City Council meeting that occurred April 9, 2024. Further detail may be obtained by reviewing the actual audio recording made during this session.

City of College Place, Washington
ORDINANCE NO. 24-004

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON TO AMEND COLLEGE PLACE MUNICIPAL CODE §13.04.430 TO REMOVE THE REQUIREMENT OF BUILDING OFFICIAL INSPECTION AND CERTIFICATION FOR WATER SERVICE UNIT CHARGE CHANGE AND TO SET FEE FOR NON-COMPLIANCE WITH PROTOCOL.

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

Whereas, by Ordinance No. 19-018, the City of College Place (City) established a protocol for changing the number of dwelling units being served by the City's water service associated with a property to include the requirement that the user obtain an inspection and certification from a City's building official that the use has changed; and

Whereas, since adoption of Ordinance No. 19-018, and implementation of the required City building official inspection, staff has determined requiring physical inspection is not an efficient use of public resources; and

Whereas, two goals of Ordinance No. 19-018, to provide for a process to change the number of units being served and to ensure changes are accurately reflected in unit charges associated with each property use, can be served by requiring a change reducing the number of units to be made with a sworn declaration and a financial penalty for violation of the code;

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

Section 1: College Place Municipal Code 13.04.430 is amended as follows:

13.04.430 - Unit charge protocol.

- A. A property is considered a "multiple-dwelling unit dwelling" if two of the following conditions are met:
 - 1. A door with a separate lock and key separates units.
 - 2. Units have different addresses.

3. A door with a separate lock and key separates units.
 4. Units have different addresses.
 5. Units have separate mailboxes.
 6. Unit has more than one full bathroom consisting of a sink, bathtub/shower.
 7. Unit has more than one kitchen consisting of a sink and common appliances including a refrigerator and a stove.
- B. Within 60 business days of purchase if a new property owner reports to the city finance department that a previously classified single-family home does in fact have multiple units the owner will be responsible for future unit charges and will not be held responsible for incorrect reporting by the prior owner. This shall not apply if reported to the city after 60 business days.
- C. If a single-family dwelling unit is converted to a multiple-dwelling unit, the change must be reported to the city finance department within 30 business days by the property owner. The base rate for each unit shall apply. Failure to report such change will subject the property owner to a per day fine of \$1,000.00. The city can certify presence of multiple units upon proof of solicitation of tenants or any other reasonable means. In addition to all other remedies, the City shall assess back charges to the property owner for any and all base rate that should have been assessed.
- D. If a multiple-dwelling unit property is converted to a single-family dwelling unit, the property owner should report the change to the city within 30 business days. ~~The building official or designee must certify. Prior to the City converting the account to a single-family dwelling A fee for the building official to inspect the change will apply as stated in the annual fee schedule adopted by the city council. The property owner must sign a form declaring under the penalty of perjury pursuant to the laws of Washington state, that the property is being used as a single-family dwelling unit and must pay the City a conversion fee as set by City Council in its annual fee schedule and the subject property will then be charged the single-family base rate.~~

Section 2: Clerical Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

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

PASSED by the City Council of the City of College Place, Washington, this 23rd day of April, 2024.

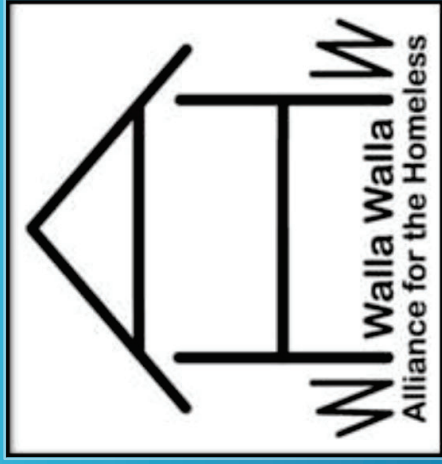
Norma L. Hernández, Mayor

Attest:

Approved as to form:

Sherri St. Clair, City Clerk

Rea Culwell, City Attorney



WALLA WALLA ALLIANCE FOR THE HOMELESS

Jordan Green – Executive Director

WALLA WALLA ALLIANCE FOR THE HOMELESS



What We do

- Founded in 2015 with mission to provide homeless people in Walla Walla with a safe shelter, basic necessities, and the resources needed to transition to stable housing and self-reliance
- We do this through providing low-barrier shelter to adults in the Walla Walla Valley

The Sleep Center is our largest project

- The shelter currently operates 24 hours per day
- 38 Conestoga Huts provide secure, lockable, shelter to single adults and couples, some with pets
- Roughly 55 people find shelter here each night
- 75-80% are locals, another 10% are from the surrounding counties

Exit Homelessness program operates at the Sleep Center

- Peer Support Specialists work to aid transitions
- Relationships built through this program opens the door to success outside of the shelter
- This program is built on connection through lived-experience and understanding



MOST: Mobile Outreach Services Team

- Collaboration with BMAC and Providence Population Health
- Take services to those in need
- Provides Peer Support and Medical care that meets people where they are
- This means we're reaching people in the community while also bringing additional services to the shelter itself

WALLA WALLA ALLIANCE FOR THE HOMELESS

Peer Support, the tool that makes the difference

- Connection to available services, benefits, and resources are the key to stabilizing a life out of poverty
- State ID, medical insurance, SNAP benefits, Coordinated Entry, SSI/SSDI, Social Security cards...the list is long
- Connection to needed community resources like substance treatment, behavioral health counselling/support, medical treatment, resume assistance, and interview coaching
- This continues once people are housed (food and budget coaching, landlord mediation, etc.)

Results, by the numbers

- Over the last 3 years we have helped 166 people move into better situations, that's a complete turn-over of residents more than 3 times over
- Through permanent housing, transitional housing, substance and behavioral health treatment, or into the care of friends or family
- We have just 12 people that had been in camp for over one year, of those 7 for more than 2 years, 3 over 3 years, and just one over 4 years.
- Not a single resident in camp remains from the original encampment
- These aren't just numbers, but lives. Lives changed through the care of a community.



WALLA WALLA ALLIANCE FOR THE HOMELESS

How we do what we do

- One of the single biggest tools in our toolbox is 24-hour operations
- This creates access to services for residents, and access to residents by service providers
- We know that the key to success is collaboration and connection, and most of this needs to happen during daytime hours
- Giving access for paramedics, law enforcement and care providers
- Safe space to provide needed services, and to meet them where they are
- A place for us to bring in classes, training, support groups, and even some brevity into the challenging lives of those we serve
- Space to build a community, a cohort, and ongoing support for the hard road ahead in rebuilding lives



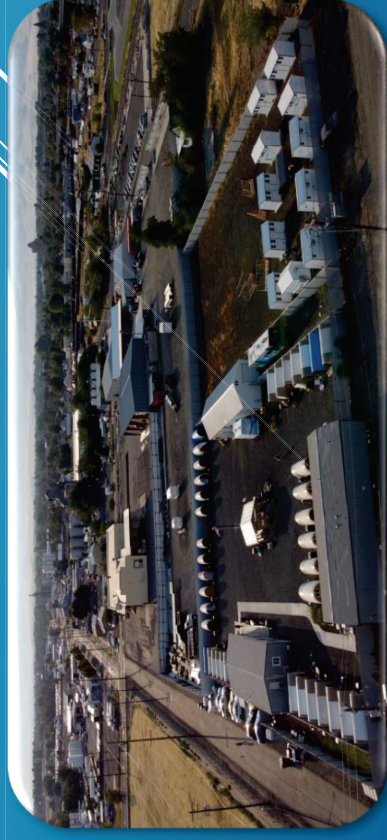
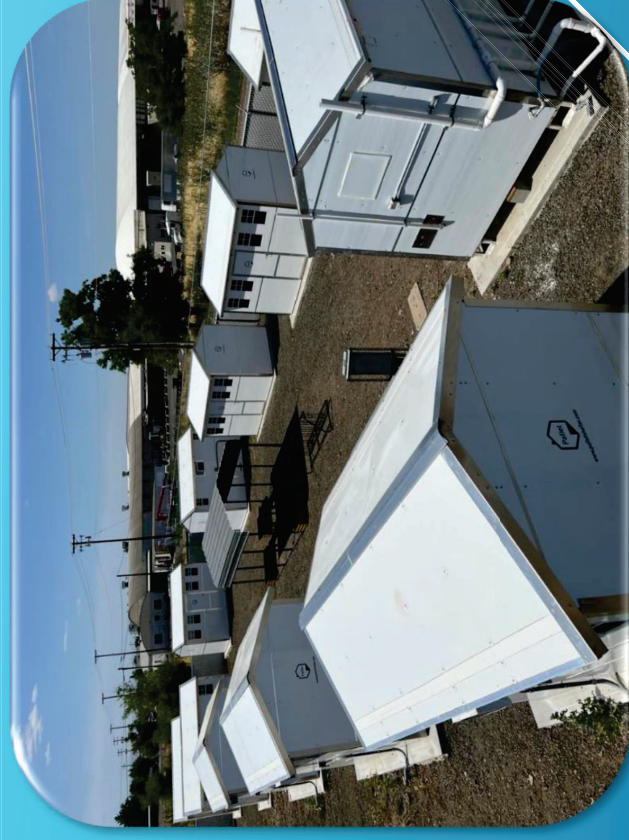
What's new and what's next

- We recognize a very real need to stay creative and find new ways to reach the people we serve
- Our focus has shifted toward learning, support, and fresh programming for our residents.
- Included in these is a certified Ready-to-Rent class
- Keeping hope alive and giving space for growth

WALLA WALLA ALLIANCE FOR THE HOMELESS

A Dream Realized – Our Transitional Expansion

- 10 additional units with electricity, heat, & A/C
- Units designed and created Pallet Shelters out of Everett, WA
- Primarily funded by the City of Walla Walla in response to the growing need for shelter capacity
- Additional benefits come with additional responsibility
- Goal setting, weekly meetings, volunteer time, and advancement
- Our goal was not just to add capacity, but to improve stability and increase success rates when people exit our programs
- This project took just over a year from our City Council presentation to our first residents
- So far, this expansion is working extremely well, and we're excited for it's future
- Our site is prepped and spaced to allow three more phases as needed
- As you can imagine, this space is important, but capacity also means more staffing as we grow

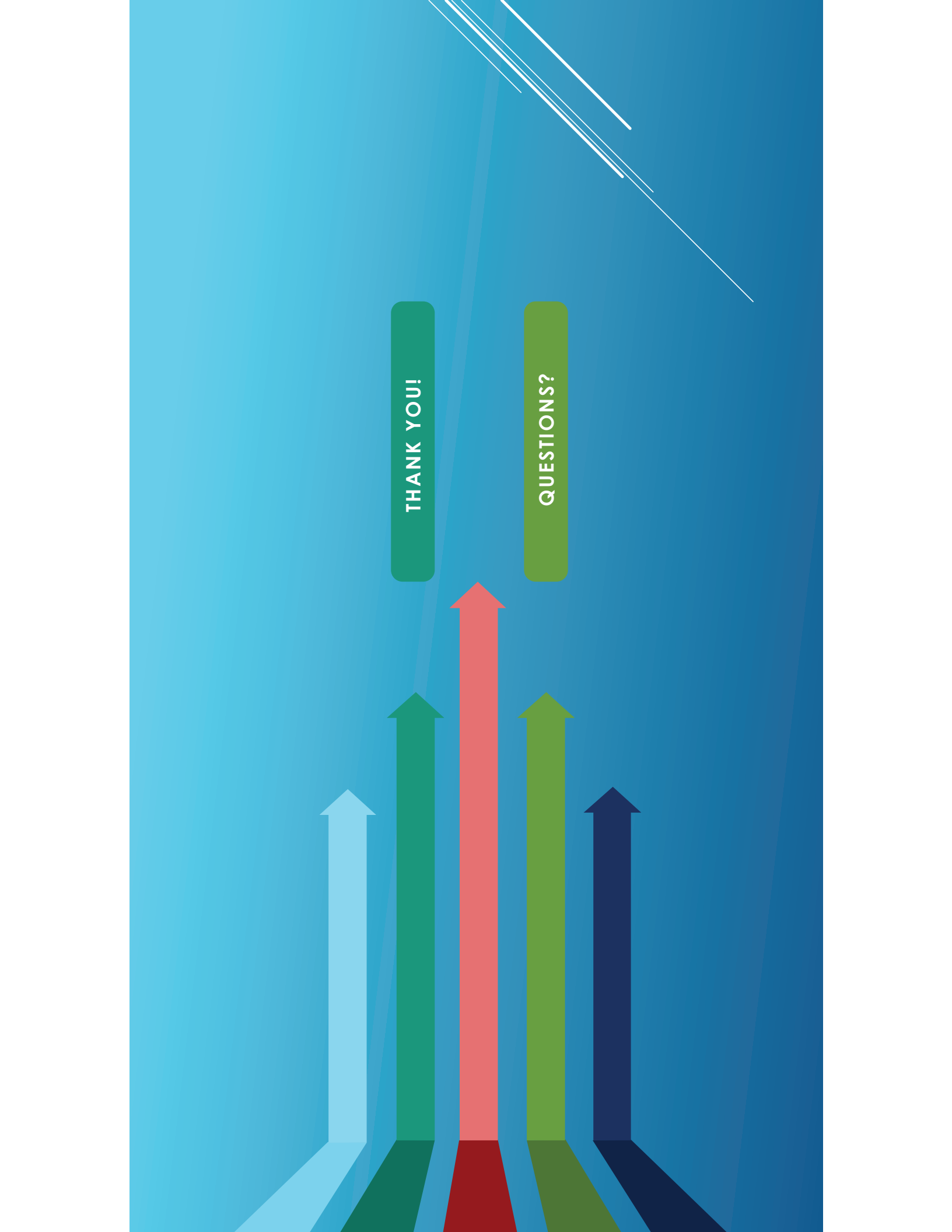


WALLA WALLA ALLIANCE FOR THE HOMELESS

Collaboration and Connection are the key

- Without the support of the community, we simply can't do what we do
- Walla Walla has partnered with us in amazing ways over the years
- Between volunteer support in the day-to-day, meal delivery, and the provision of onsite services, we owe our success to this beautiful community
- This community support has been done in new ways, and other cities are taking notice
- The City of Walla Walla, local law enforcement, service providers, and other supports all coming together to make a massive difference in this valley
- These partnerships are being replicated in other cities around the region, and we love to help with that





THANK YOU!

QUESTIONS?

Properties less than 0.2 acres excl. buildings:

Rose to Whitman Dr
350726523836
317 N COLLEGE AVE
223 N COLLEGE AVE
219 N COLLEGE AVE
215 N COLLEGE AVE
205 N COLLEGE AVE
350726523972
109 N COLLEGE AVE
105 N COLLEGE AVE
59 N COLLEGE AVE
53 N COLLEGE AVE
37 N COLLEGE AVE
27 N COLLEGE AVE
17 N COLLEGE AVE
11 N COLLEGE AVE
6 N COLLEGE AVE
26 N COLLEGE AVE
44 N COLLEGE AVE
46 N COLLEGE AVE
56 N COLLEGE AVE
100 N COLLEGE AVE
102 N COLLEGE AVE
110 N COLLEGE AVE
116 N COLLEGE AVE
220 N COLLEGE AVE
236 N COLLEGE AVE
304 N COLLEGE AVE
308 N COLLEGE AVE
316 N COLLEGE AVE
322 N COLLEGE AVE

*near NE Rose St.

*across Hallmark Apts

4th to 10th St.
508 S COLLEGE AVE
512 S COLLEGE AVE
606 S COLLEGE AVE
610 S COLLEGE AVE
628 S COLLEGE AVE
710 S COLLEGE AVE
718 S COLLEGE AVE
728 S COLLEGE AVE
806 S COLLEGE AVE
350735602523
822 S COLLEGE AVE
826 S COLLEGE AVE
912 S COLLEGE AVE
918 S COLLEGE AVE
928 S COLLEGE AVE
925 S COLLEGE AVE
917 S COLLEGE AVE
905 S COLLEGE AVE
901 S COLLEGE AVE
817 S COLLEGE AVE
803 S COLLEGE AVE
729 S COLLEGE AVE
725 S COLLEGE AVE
721 S COLLEGE AVE
625 S COLLEGE AVE
350736600509
621 S COLLEGE AVE
615 S COLLEGE AVE
603 S COLLEGE AVE
525 S COLLEGE AVE
517 S COLLEGE AVE
429 S COLLEGE AVE
425 S COLLEGE AVE
415 S COLLEGE AVE

*next to new apts

*override

*Town Hall

10 St. to Lamperti Ln
1006 S COLLEGE AVE
1012 S COLLEGE AVE
1020 S COLLEGE AVE
1028 S COLLEGE AVE
1100 S COLLEGE AVE
1110 S COLLEGE AVE
1206 S COLLEGE AVE
6 SW 13TH ST
7 SW 13TH ST
1302 S COLLEGE AVE
1410 S COLLEGE AVE
1420 S COLLEGE AVE
12 SE SUNNY DR
1417 - 01425 S COLLEGE AVE
1409 S COLLEGE AVE
1309 S COLLEGE AVE
1229 S COLLEGE AVE
1219 S COLLEGE AVE
1205 S COLLEGE AVE
1015 S COLLEGE AVE

Highest to lowest rating:

	Current Use	Near Businesses	Accessibility	Trees	Streams	Traffic Level	Size and Space	Cut and Fill	Total	Percent
APN: 350725330061	5	5	5	5	5	5	5	3	5	38
424 S	5	5	5	5	5	5	5	3	5	38
625 S	5	5	5	5	5	5	5	3	5	38
707 S	5	5	5	5	5	5	5	3	5	38
1021 S	5	3	5	5	5	5	5	5	5	38
SW 6th	5	5	5	3	5	5	5	5	5	36
1117 S	1	5	5	5	5	5	5	5	5	36
912 S	5	5	5	3	5	5	5	3	5	36
401 S	1	5	5	5	5	5	5	5	5	36
406 S	1	5	5	5	5	5	5	3	5	34
900 S	1	5	5	5	5	5	5	3	5	34
350726523936	5	1	5	5	5	5	5	3	5	34
520 S	1	5	5	3	5	5	5	3	5	32
706 S	1	5	5	3	5	5	5	3	5	32
500 S	1	5	5	1	5	5	5	3	5	30
27 N	1	1	5	5	5	5	5	3	5	30
211 N	3	1	5	3	5	5	5	3	5	30
509 S	1	5	5	3	5	5	5	3	5	30
505 S	1	5	5	3	5	5	5	3	5	30
1124 S	1	5	5	5	5	5	5	3	1	30
1205 S	1	3	5	5	5	5	5	3	3	30
616 S	1	5	1	3	5	5	5	3	5	28
1005 S	1	3	3	5	3	5	5	3	5	28
350735440128	5	1	3	3	1	5	5	5	3	28
328 N	4	4	5	4	4	5	5	3	5	26
915 S	4	3	4	3	5	5	5	3	5	26
235 N	4	4	3	3	5	5	5	3	5	26
303 N	4	1	3	3	1	5	5	5	5	26
909 S	4	3	4	3	5	5	5	3	5	26
1424 S	4	1	5	3	5	5	5	3	3	26
45 N	4	1	4	3	5	5	5	3	5	24
4580 S	4	1	5	4	5	5	5	5	1	24
4575 S	4	4	5	4	5	5	5	5	4	24
309 N	4	4	4	4	5	5	5	3	5	22

925N		1	1	1	1	3	1	5	3	5	20	50
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**if less than 70%, omit*
total properties left = **24**
top 5 choices are highlighted

North to South:

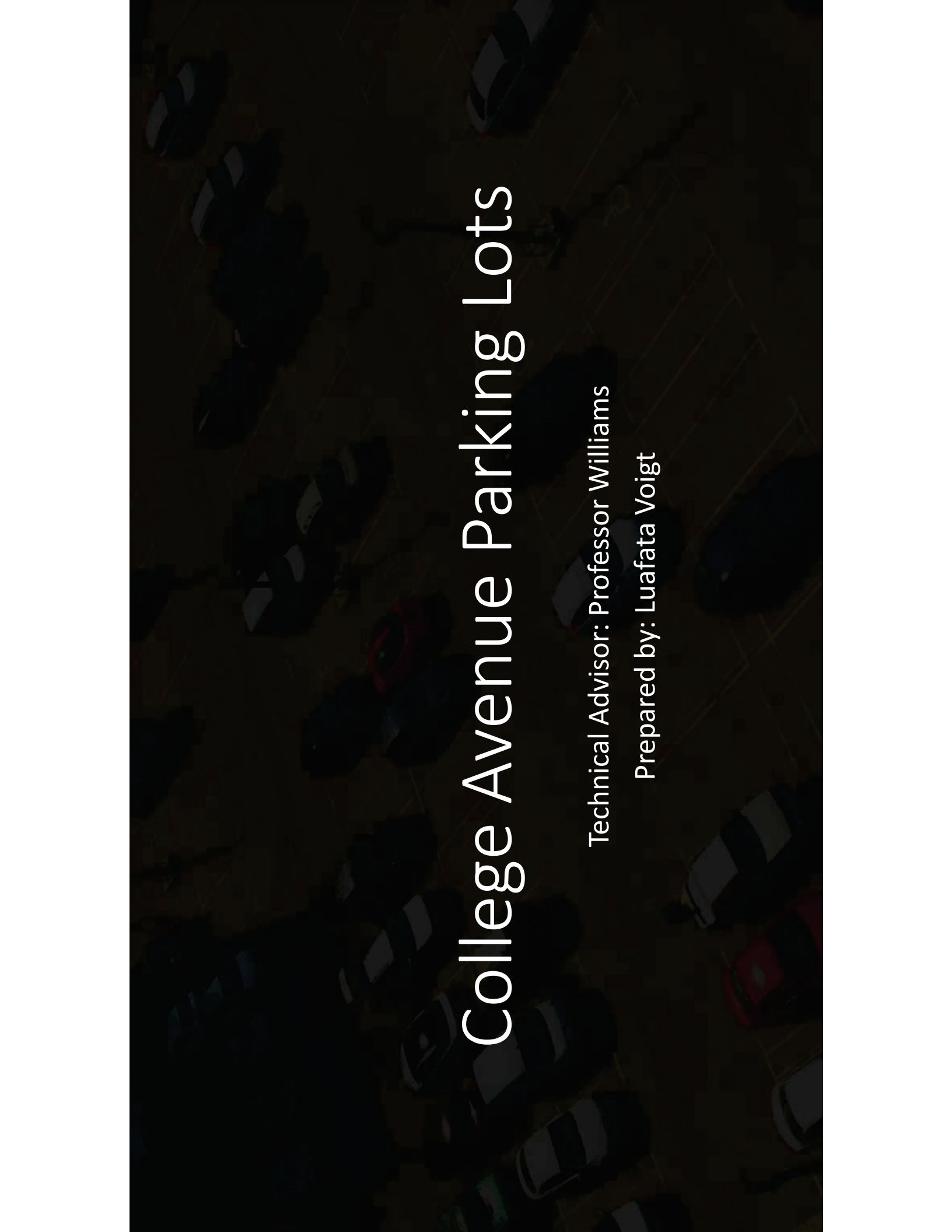
	Current Use	Near Businesses	Accessibility	Trees	Streams	Traffic Level	Size and Space	Cut and Fill	Total	Percent
Rose to Whitman Dr										
328 N	1	1	5	1	5	5	3	5	26	65
APN: 350725330061	5	5	5	5	5	5	3	5	38	95
350726523936	5	1	5	5	5	5	3	5	34	85
27 N	1	1	5	5	5	5	3	5	30	75
45 N	1	1	1	3	5	5	3	5	24	60
211 N	3	1	5	3	5	5	3	5	30	75
235 N	1	1	3	3	5	5	3	5	26	65
303 N	1	1	3	1	5	5	5	5	26	65
309 N	1	1	1	1	5	5	3	5	22	55
325 N	1	1	1	3	1	5	3	5	20	50
4th St to 10th										
406 S	1	5	5	5	5	5	3	5	34	85
424 S	5	5	5	5	5	5	3	5	38	95
500 S	1	5	1	5	5	5	3	5	30	75
520 S	1	5	5	3	5	5	3	5	32	80
616 S	1	5	1	3	5	5	3	5	28	70
SW 6th	5	5	3	3	5	5	5	5	36	90
706 S	1	5	3	5	5	5	3	5	32	80
912 S	5	5	5	3	5	5	3	5	36	90
900 S	1	5	5	5	5	5	3	5	34	85
915 S	1	3	1	3	5	5	3	5	26	65
909 S	1	3	1	3	5	5	3	5	26	65
625 S	5	5	5	5	5	5	3	5	38	95
707 S	5	5	5	5	5	5	3	5	38	95
509 S	1	5	3	3	5	5	3	5	30	75
505 S	1	5	3	3	5	5	3	5	30	75
401 S	1	5	5	5	5	5	5	5	36	90
10th to Lamperti Ln										
1124 S	1	5	5	5	5	5	3	1	30	75
1424 S	1	1	5	3	5	5	3	3	26	65
350735440128	5	1	3	1	5	5	5	3	28	70
1580 S	1	1	5	1	5	5	5	1	24	60
1575 S	1	1	5	1	5	5	5	1	24	60

1205 S		1	3	5	5	5	5	5	3	30	75
1117 S		1	5	5	5	5	5	5	5	36	90
1021 S		5	3	5	5	5	5	5	5	38	95
1005 S		1	3	3	3	5	3	5	5	28	70

**if less than 70%, omit*
total properties left =

24

top 5 choices are highlighted

An aerial photograph of a parking lot, showing yellow diagonal lines marking the spaces. Several cars are parked, mostly in shades of grey and black, with a few red ones visible. The image is darkened to serve as a background for the text.

College Avenue Parking Lots

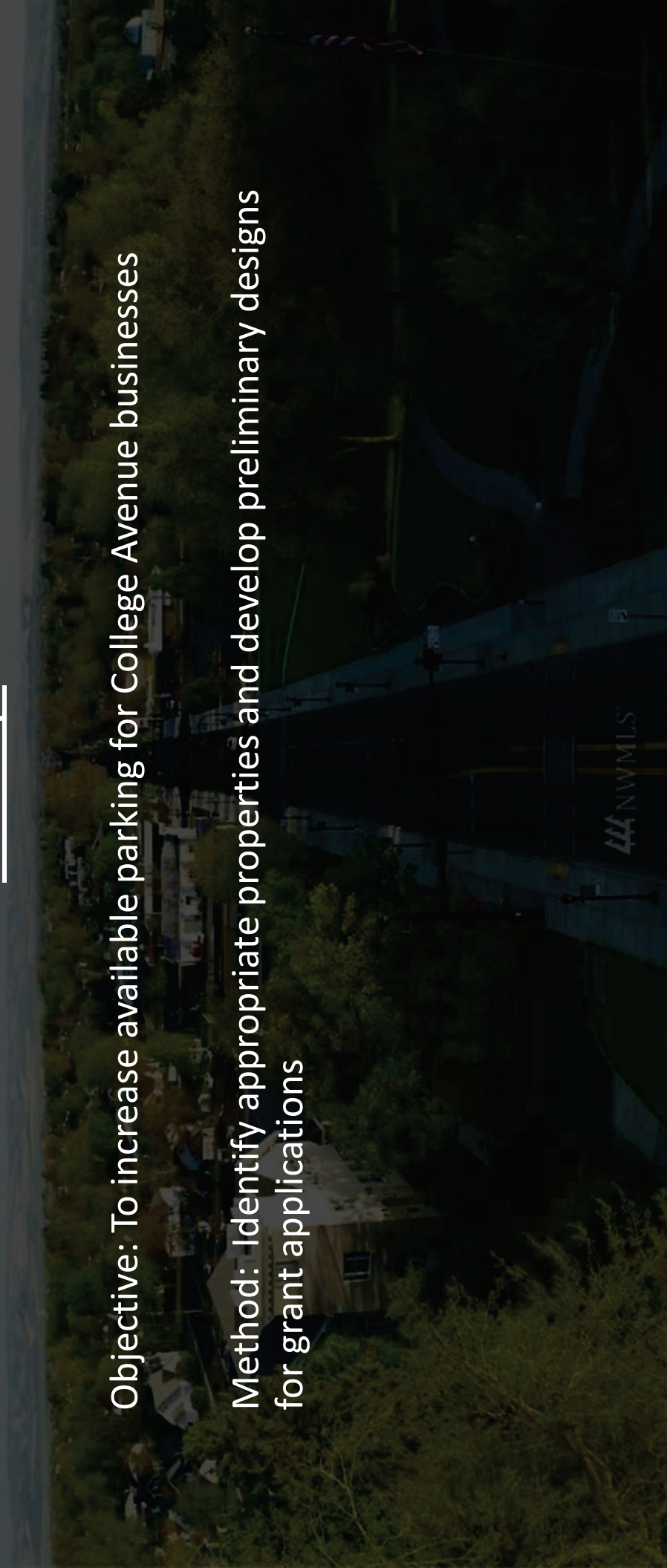
Technical Advisor: Professor Williams

Prepared by: Luafata Voigt

Recap

Objective: To increase available parking for College Avenue businesses

Method: Identify appropriate properties and develop preliminary designs for grant applications

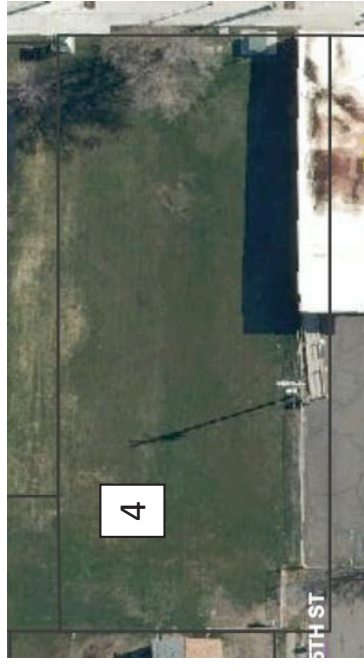
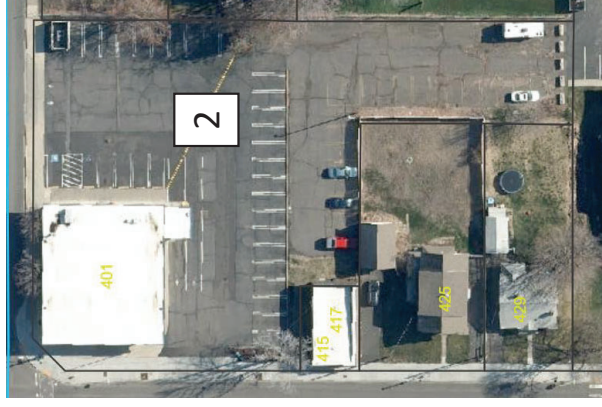


Criteria	Scoring	Weight/Importance
Current Use	1 = low volume bldg 3 = vacant bldg 5 = empty	15%
Near businesses	1 = low (0-1 businesses) 3 = moderate (2) 5 = high (3+)	15%
Accessibility	1 = difficult access/many conflict points 3 = moderate access 5 = easy access/driveway possible	10%
Trees	1 = high 3 = moderate 5 = low	10%
Streams	1 = high 3 = moderate 5 = low	15%
Traffic Level/Near Intersections	1 = low 3 = moderate 5 = high	10%
Size and Space	1 = < 0.1 acre 3 = 0.1 < # < 1 acre 5 = ≥ 1 acre	20%
Cut and Fill	1 = high quantities 3 = moderate 5 = low	5%
Total weight =		100%

*This criteria is subject to change

Site Choices

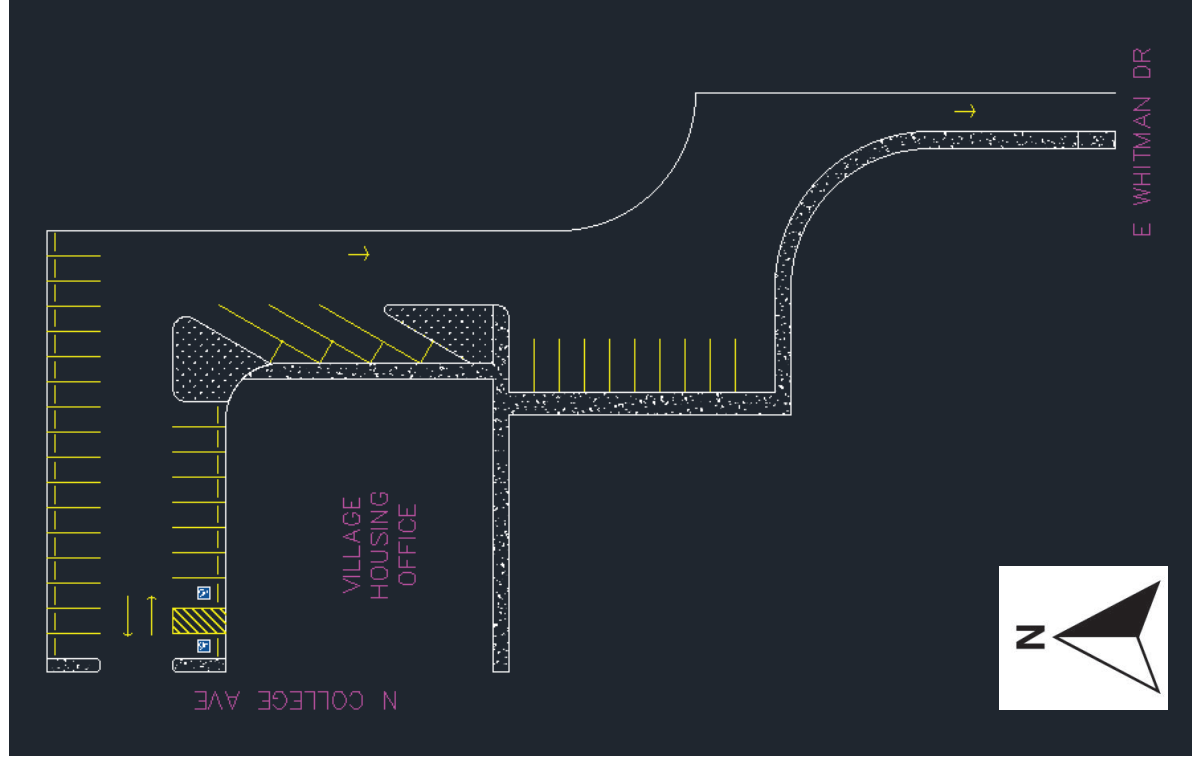
- 1) APN: 350725330061 (north of 26 N College Avenue)
- 2) 401 S College Avenue
- 3) SW 6th St and S College Avenue
- 4) 424 S College Avenue





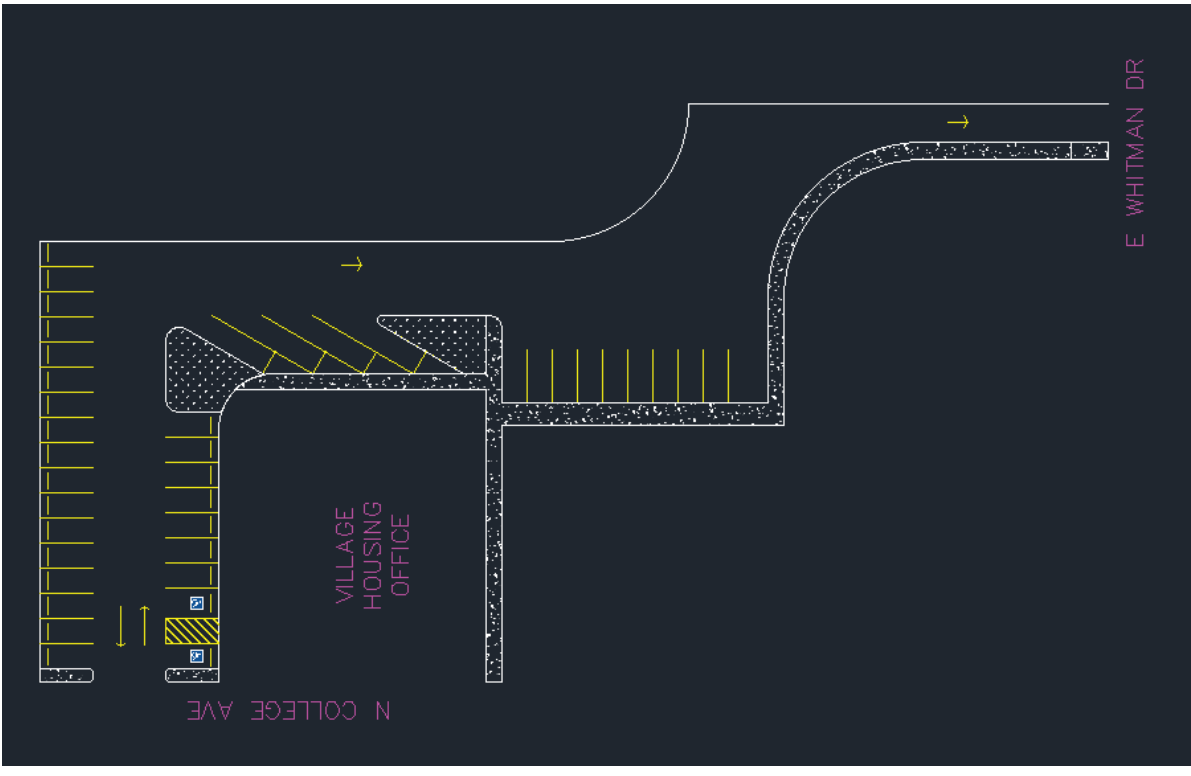
North Property Lot Layout

- 38 parking stalls, 2 accessible parking spaces (40 total)
 - Perpendicular: 19 ft long, 9 ft wide
 - Accessible (standard): 19 ft long, 9 ft wide
 - Accessible (van): 19 ft long, 11 ft wide
 - Angled (60°): 21 ft long, 9 ft wide
- Concrete sidewalk: 8 ft and 6 ft wide
- South exit width: 14 ft
- Wheel stops are 3 ft from end of parking stall
- Entrances and exits adequate for passenger car



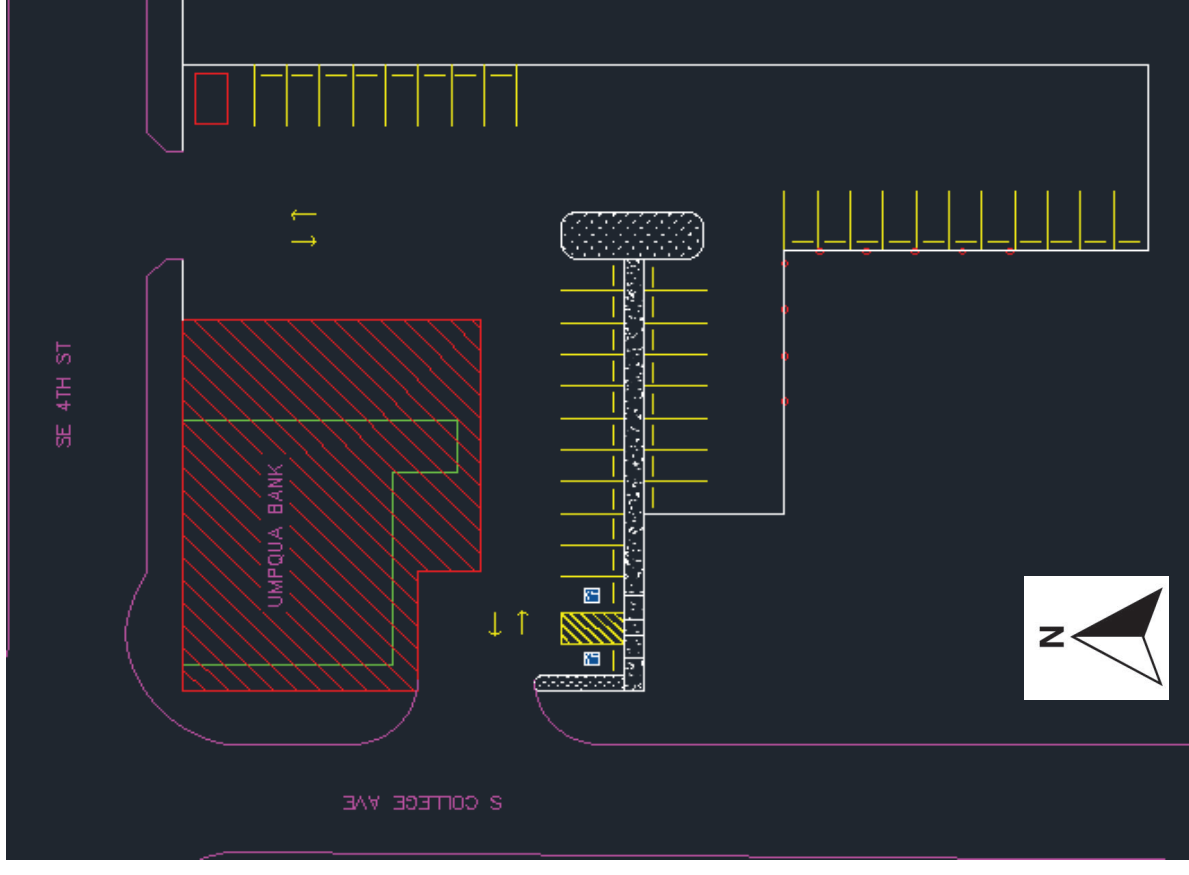


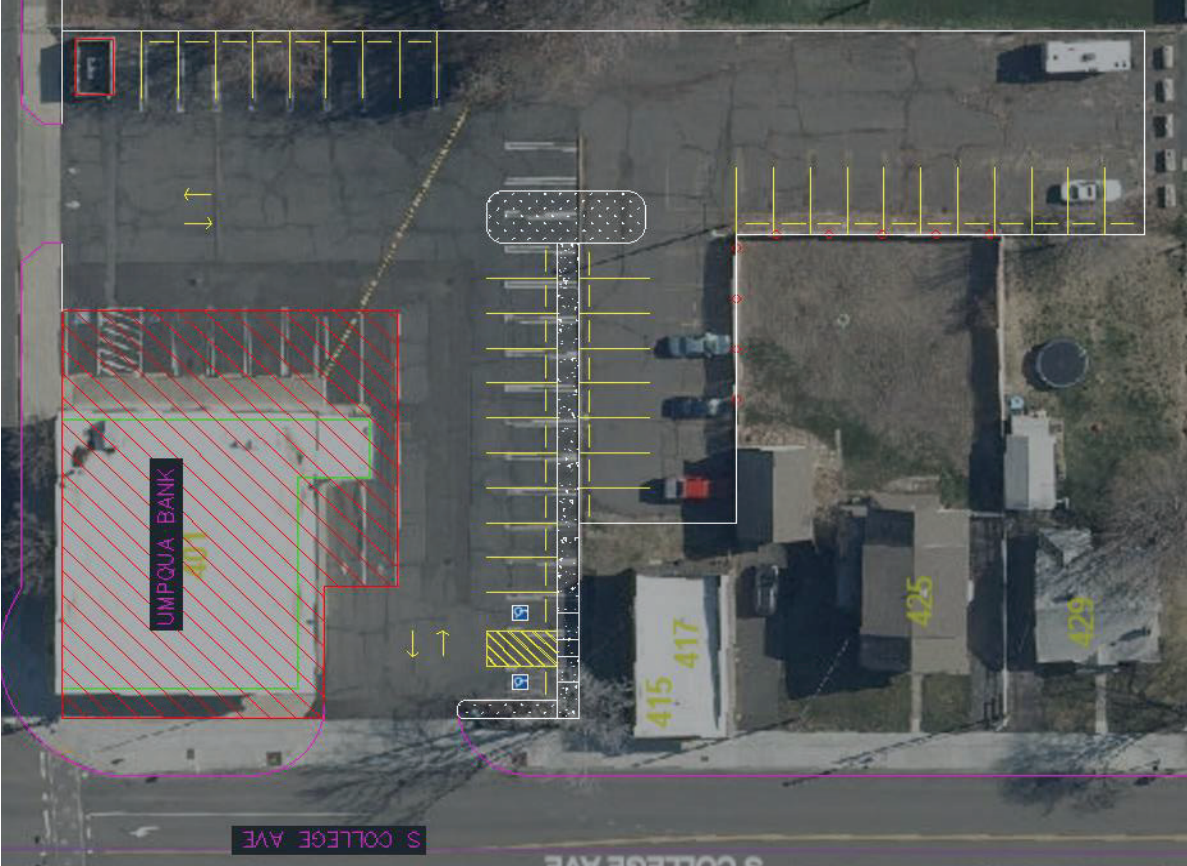
North Property Drawings



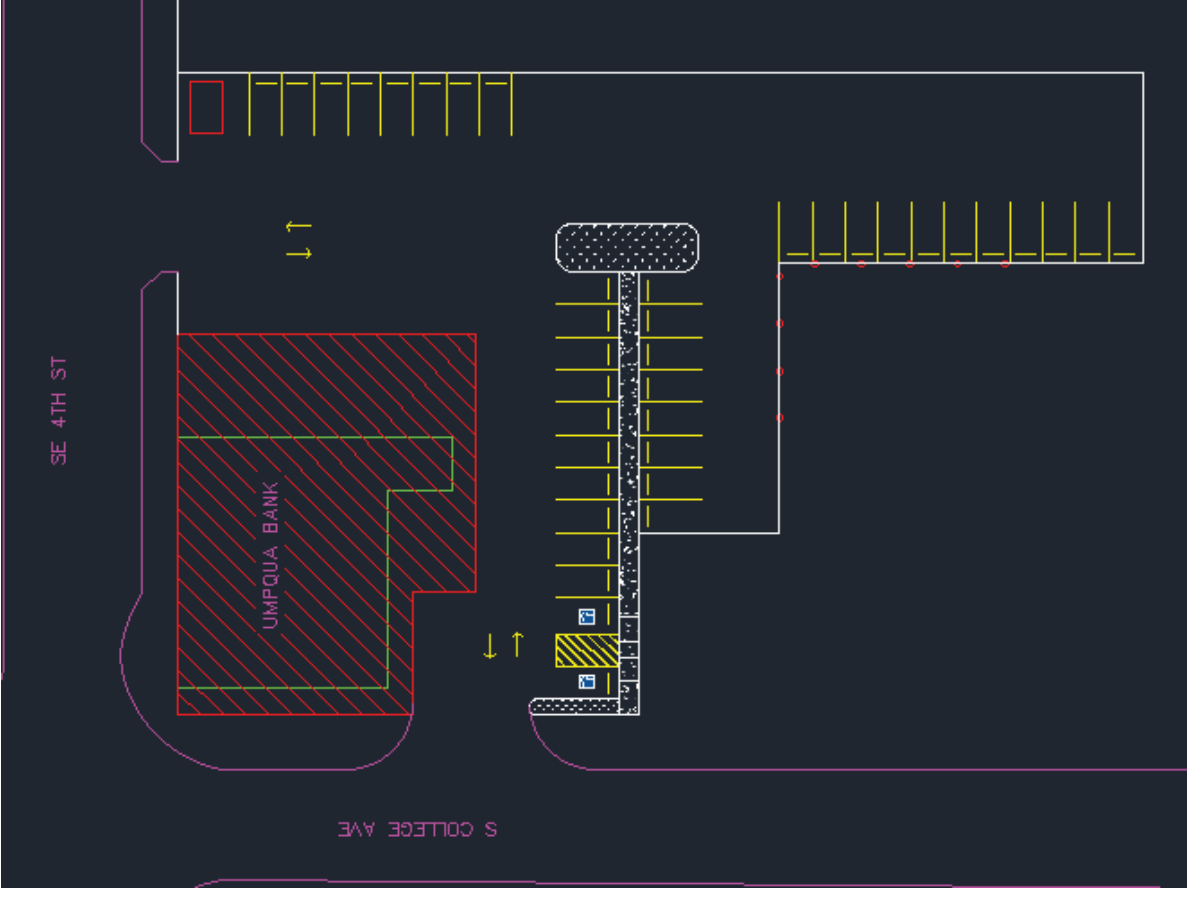
401 S Lot Layout

- 37 parking stalls, 2 accessible parking spaces (39 total)
 - Perpendicular: 19 ft long, 10 ft wide
 - Accessible (standard): 19 ft long, 10 ft wide
 - Accessible (van): 19 ft long, 11 ft wide
- Concrete sidewalk: 6 ft wide
- Existing ingresses and egresses adequate for passenger car





401 S Drawings



Timeline

- Completed
- Ongoing

Fall Quarter	Winter Quarter	Spring Quarter
Meet with client	Finalize criteria	Stormwater design
Preliminary site choices	Meet with client	Pavement design
Review applicable codes and standards	Choose lots for preliminary design	Cost analysis
Develop criteria	Lot layout and geometry	
	ADA compliance	

Questions?

Links

- <https://cocp.maps.arcgis.com/apps/webappviewer/index.html?id=86f9039347fa48749100523105fc84bb>
- <https://cms6.revize.com/revize/collegeplace/COCP%20SPECIFICATION%204-10-2023.pdf>
- [https://library.municode.com/wa/college_place/codes/municipal_code.](https://library.municode.com/wa/college_place/codes/municipal_code)
- [https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/manuals/design-manual.](https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/manuals/design-manual)
- <https://www.access-board.gov/ada/guides/chapter-5-parking/>
- <https://wsdot.wa.gov/publications/manuals/fulltext/m22-01/1340.pdf>

**GUNNERSON CONSULTING AND COMMUNICATION SITE SERVICES, LLC
SERVICES AGREEMENT**

By this Services Agreement, effective as of the last date on which this Agreement is executed by both parties (the "Effective Date"), Gunnerson Consulting and Communication Site Services, LLC ("GCCSS") and Customer, as identified below, agree that GCCSS will provide services to Customer, subject to the following, the attached Services Agreement Terms and Conditions, and the applicable Schedule (collectively "the Agreement"):

Services: GCCSS is experienced in the cellular communications industry and assists its customers in their negotiations with cellular communications carriers and related services providers regarding the placement, construction and maintenance of cellular communications towers, related leases and agreements. Specific Services to be provided by GCCSS to Customer are identified in one or more "Schedule(s)" to this Agreement, entered into by the parties from time-to-time (the "Services").

Compensation: For each individual project, unless otherwise specified in an applicable Schedule, Customer shall pay the greater of the following to GCCSS as consideration for the Services: (a) the "Net" of the hourly service fees accrued and charged by GCCSS based on GCCSS's then-applicable standard hourly rates ("**GCCSS Hourly Fees**") or (b) a "**Negotiation Fee**." A Negotiation Fee will be charged only in those circumstances where the Customer realizes a gain in site-related revenue due to the Services, and it shall be calculated as follows: (i) One times (1x) the annual gain in recurring site-related revenue (e.g., 1x the increase in annual rent), if any, and (ii) twenty percent (20%) of any one-time site-related revenues (e.g., 20% of a signing bonus, utility reimbursement, tax recoupment, etc.), if any. Notwithstanding the above, Customers shall be billed monthly for GCCSS Hourly Fees during the course of any project and Customer's payment of the GCCSS Hourly Fees shall be in accordance with Section 4 of the attached Terms and Conditions. All GCCSS Hourly Fees already paid by Customer to GCCSS for a particular project shall be credited against the Negotiation Fee when the Negotiation Fee exceeds the GCCSS Hourly Fees and is owed. Third-Party expenses (e.g., attorney fees, structural engineering costs, etc.) will not be deducted from the Negotiation fee, and Customer shall reimburse GCCSS for all Third Party expenses in addition to the Negotiation Fee as set forth in Section 4.3 of the attached Terms and Conditions. When GCCSS negotiates a cost recovery of GCCSS Hourly Fees from a tenant, the cost recovery paid by the tenant to Customer shall be deducted from the GCCSS Hourly Fees paid by Customer to GCCSS to derive the "Net" GCCSS Hourly Fee (i.e., the actual out-of-pocket amount Customer has paid GCCSS for the Services) during the calculation of the Negotiation Fee, when owed.

Term: From the Effective Date until terminated in accordance with Term 3 of the attached Services Agreement Terms and Conditions.

**GUNNERSON CONSULTING AND COMMUNICATION
SITE SERVICES, LLC**

By: _____
Bryon Gunnerson, Member
231 River Run Road
Sequim, WA 98382
Date: _____

CUSTOMER: _____

By: _____
Print: _____
Title: _____
Address: _____

Date: _____

Gunnerson Consulting and Communication Site Services, LLC

Services Agreement Terms and Conditions

1. Scope. GCCSS agrees to provide the Services identified on the face of this Agreement, any Schedules to this Agreement or otherwise agreed upon by the parties in writing, in a workmanlike manner, and in compliance with all terms of this Agreement and with all applicable legal requirements. In entering into this Agreement, Customer and GCCSS each represent and warrant that they have full legal authority and right to enter into and perform their obligations under this Agreement without being obligated to obtain approval from or provide notice to any third party, and without other restriction or limitation. The parties further acknowledge and agree that this Agreement shall inure to the benefit of GCCSS's subsidiaries and any other entity with which it is under common control (provided, that GCCSS shall remain responsible for such entities' compliance with the terms of this Agreement).

2. GCCSS's Role. Customer expressly acknowledges that GCCSS is an independent contractor and will perform Services based on its experience in the cellular communications industry; that GCCSS is not licensed to practice law or to perform services as a licensed real estate broker, or in any other capacity requiring a professional license and that any questions or related services that Customer may require should be directed to an attorney, or licensed professional of Customer's choice. Customer shall provide GCCSS such Letters of Authorization confirming GCCSS's authority to represent Customer, as GCCSS may reasonably request from time-to-time. GCCSS acknowledges that it shall be responsible for reporting all income earned under this Agreement, for paying all withholding, unemployment, worker's compensation or other taxes or charges applicable to such income.

3. Term. This Agreement and each Schedule 1 shall be effective as of the date indicated on its face, and shall terminate on the earlier of the following:

3.1 – The termination date specified in any applicable Schedule 1.

3.2 – Following not less than ten days prior written notice of termination by one party to the other, provided with or without cause.

3.3 – Immediately following written notice by one party to the other, in the event the other party is the subject of a bankruptcy or receivership proceeding, or the other party ceases active business operations.

3.4 – Following termination of this Agreement or any Schedule 1 entered into by the parties pursuant to its terms, Customer shall remain responsible for payment of a Negotiation Fee to GCCSS based on any agreement or understanding directly or indirectly by, on behalf of, between or among Customer and any cellular communications carrier, tower company, aggregator or

service provider in relation to a Site, within one (1) year following the effective date of such termination.

4. Compensation and Payment.

4.1 – Compensation payable to GCCSS under the terms of this Agreement or an applicable Schedule 1 to this Agreement shall constitute the total compensation owed to GCCSS for Services.

4.2 – Payments for Services performed shall be made on a monthly basis, within ten (10) days following Customer's receipt of the applicable invoice. Any amounts not paid when due shall be subject to interest at a rate of one percent (1%) per calendar month.

4.3 – Customer shall additionally reimburse GCCSS for any reasonable, Services-related out-of-pocket expenses, incurred by GCCSS on GCCSS's submission to Customer of applicable expense documentation.

4.4 – It is expressly acknowledged and agreed that in the event of default or breach by either party, Customer's liability to GCCSS for economic damages shall not exceed the amounts payable to GCCSS for Services pursuant to the terms of this Agreement, and that GCCSS and its subcontractors' liability to Customer for economic damages shall not exceed the amounts previously paid to GCCSS by Customer for Services pursuant to the terms of this Agreement.

5. Insurance. Each party shall maintain commercial general liability coverage applicable to its performance of Services and/or a Site, as applicable, for personal injury, property damage and related costs and expenses with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Either party shall, upon the written request of the other, provide written confirmation of such coverage, and/or name the other as an additional insured under such coverage. Such insurance limits shall additionally be subject to increase upon not less than thirty (30) days prior written notice by one party to the other.

6. Confidentiality. Each party agrees to maintain in confidence and not disclose to any third party any information that such party receives from the other party which is designated as confidential or proprietary, or which reasonably appears to be confidential or proprietary, except pursuant to an applicable court order or upon the other party's specific prior written approval. Such information shall not include anything that is already in the receiving party's possession without obligation of confidence, has previously been developed by the receiving party without the disclosing party's confidential or proprietary information, becomes generally available to the public without breach of this Agreement, or is rightfully received from a third party without obligation of confidence. Each party agrees to return any confidential or

Gunnerson Consulting and Communication Site Services, LLC Services Agreement Terms and Conditions

proprietary information upon the disclosing party's reasonable request. In addition, except: (i) as to review by each party's legal or financial advisors; (ii) pursuant to an applicable court order; or (iii) upon mutual written agreement the parties agree that the terms, contents and existence of this Agreement will remain strictly confidential.

7. Indemnity. Each party agrees to indemnify and hold the other harmless from any claim, liability, loss, expense or damage to the extent resulting from the indemnifying party's breach of its obligations under this Agreement or other actions or failures to act under or in relation to this Agreement.

8. Miscellaneous. Any notices required under this Agreement shall be given in writing by one party to the other at the address indicated on the face of this Agreement, and shall be deemed given immediately upon personal delivery, three days after deposit in the U.S. mail by certified or registered mail, or 1 business day after transmittal by overnight express courier. This Agreement constitutes the full and complete understanding of the parties and supersedes all prior understandings and agreements regarding its subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties. In the event of a conflict between these terms and conditions and the terms on the face of the Agreement, the terms on the face of the Agreement shall control. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect and the invalid provision will be modified to effectuate the purposes of this Agreement. Either party may assign its rights or duties under this Agreement without the prior written consent of the other, provided that the assignee agrees to assume all of the assigning party's rights and obligations hereunder. GCCSS may employ subcontractors to perform Services. This Agreement shall be subject to and enforced in accordance with the laws of the State of Washington, except for its conflict of laws provisions, and the parties agree to submit any disputes between them of whatever nature for resolution by binding arbitration in Seattle, Washington, pursuant to the rules and procedures of Judicial Dispute Resolution, LLC.

**SCHEDULE 1
TO THE SERVICES AGREEMENT**

This Schedule 1 is entered into pursuant to and subject to the terms of the Services Agreement entered into by and between Gunnerson Consulting and Communication Site Services, LLC ("GCCSS") and Customer as identified below, effective as of even date herewith (the "Agreement"). In the event of any conflict or inconsistency between the terms of this Schedule 1 and the Agreement, the terms of this Schedule 1 shall govern and prevail.

Site(s):

Name/Address/Coordinates: _____

Name/Address/Coordinates: _____

Name/Address/Coordinates: _____

Services:

- ☒ Review any leases/agreements, letters or offers.
 - ☒ Recommend, initiate discussions, prepare and/or send correspondence for any negotiations.
 - ☒ Prepare any notices, agreement revisions or other documents.
 - ☒ Other: _____
-

Term:

From the effective date of this Schedule 1, until either completion of the Services provided for in this Schedule 1, or termination of this Schedule 1 in accordance with the terms of Section 3.1 or 3.2 of the Agreement.

Compensation:

- ☒ Pursuant to the terms on the face of the Agreement.
 - ☒ Other: **CURRENT GCCSS RATES: \$250/HR. Consulting Fees**
-

Special Terms:

**GUNNERSON CONSULTING AND
COMMUNICATION SITE SERVICES, LLC**

CUSTOMER: _____

By: _____

Bryon Gunnerson, Member

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

To: Gunnerson Consulting and Communication Site Services, LLC
231 River Run Road
Sequim, WA 98382

This Letter of Authorization is provided to Gunnerson Consulting and Communication Site Services, LLC ("GCCSS") by the Customer identified below for GCCSS' use to confirm to third parties that GCCSS is authorized to represent Customer with regard to all telecommunication towers, properties and premises ("Sites") owned or operated by Customer, including, without limitation, the following:

1. Obtaining historical, currently effective and/or pending documentation, records and information related to Sites owned or operated by Customer.
2. Research, verification, documentation review, inspections and identification of the conditions relating to the agreements, contracts, physical aspects and compliance of the Sites owned and/or operated by Customer.
3. Negotiation of revisions, renewals, extensions, corrections or additional terms or agreements in relation to the Sites. Upon successful completion of these activities GCCSS will present to Customer the recommended course of action, along with executable documents for its legal review and direction. GCCSS is not authorized to bind Customer, orally or in writing.
4. If any questions arise in relation to this Letter of Authorization, please contact:

CUSTOMER:

Telephone: ()
Email:

GCCSS: Brett Reall

Telephone: (206) 349-2331
Email: brett.reall@gccss.net

5. This Letter of Authorization shall remain in effect until withdrawn by Customer in writing (which shall be deemed to have occurred on termination of the Services Agreement entered by Customer and GCCSS).

Customer: _____

By: _____

Print: _____

Title: _____

Date: _____

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

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON TO AUTHORIZE THE MAYOR TO EXECUTE THE CONSULTING AGREEMENT WITH GUNNERSON CONSULTING AND COMMUNICATION SITE SERVICES, LLC FOR ADMINISTRATION OF CELLULAR COMMUNICATION TOWERS, RELATED LEASES AND AGREEMENTS WITH THE CITY.

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 operates a City owned water tower upon which it leases its use to telecommunication service providers; and

Whereas, the administration of leasing of City property to telecommunication service providers is complex and beyond the standard capacity of current City staff, thus engaging professional service provider to negotiate and administer such leases is in the best interest of the public;

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

The Mayor is authorized to execute on behalf of the City the Service Agreement with Consultant, a copy of which is attached to and incorporated in this Resolution.

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 _____ day of _____, 2024.

Norma L. Hernández, Mayor

Attest:

Sherri St. Clair, City Clerk

Approved as to form:

Rea Culwell, City Attorney

City of College Place, Washington
RESOLUTION NO. 24-016

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
AUTHORIZING CITY ADMINISTRATOR TO SIGN THE MOU BETWEEN THE CITY AND COLLEGE
HOLDINGS LLC**

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

Whereas, in 2023 the City Council adopted the Stone Creek/Downtown Tax Increment Financing District #1 to finance public improvements; and

Whereas, this Memorandum of Understanding (MOU) hold the developer to a timeline for submitting its application to on or before July 31st, 2024; and

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

- 1.** Motion to authorize the City Administrator to sign the MOU between the City of College Place and College Holding LLC..

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 12th day of March, 2024.

DocuSigned by:
Norma L. Hernandez
E7C117EE7FEC409...
Norma L. Hernández, Mayor

Attest:
DocuSigned by:
Sherri St. Clair
1F0CESD2F0F846A...
Sherri St. Clair, City Clerk

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Task Order No. 07-24-018
City of College Place

DATE: 4/18/2024

PROJECT: New East-West Road & College Avenue Intersection

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: Using the City's new Tax Increment Financing (TIF) program to design and construct a new intersection at the future East-West Roadway through the McKiernan Property and College Avenue. The project design includes traffic counts and modeling, intersection improvements (assumed for scoping purposes to be a roundabout), stormwater treatment and disposal, underground utilities (water, sewer, and irrigation). The design will also include the layout of electrical conduits, junction boxes, and streetlights for the intersection illumination system. J-U-B shall prepare plans, specifications and estimates for bidding the project. Bidding assistance and construction management will be provided under a future supplement or task order.
2. Scope of Services: J-U-B will provide survey, geotechnical investigation (using subconsultant GPI) engineering design, environmental permitting, right-of-way acquisition (using subconsultant UFS), and PS&E preparation per the attached Exhibit A. Bidding assistance and construction administration related activities will be provided under a future supplement or task order.
3. Time for Performance of Services: Design and plan preparation will occur from May 2024 to April 2025 for bidding in May/June 2025.
4. Compensation for Services: Time & Materials at J-U-B standard billing rates. Estimated to be approximately \$236,200.

SIGNATURES

CLIENT:

City of College Place

By: Michael Rizzitiello

Title: City Administrator

Date: _____

ENGINEER:

J-U-B ENGINEERS, Inc.

By: Richard H. Door, P.E.

Title: Project Manager

Date: 4-18-24

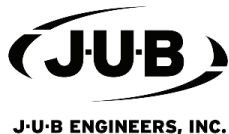


EXHIBIT A
J-U-B ENGINEERS, Inc.
TASK ORDER NO. 07-24-018
SCOPE OF SERVICES – NEW EAST-WEST ROAD & COLLEGE AVE. INTERSECTION

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:

Using the City's new Tax Increment Financing (TIF) program to design and construct a new intersection at the future East-West Roadway through the McKiernan Property and College Avenue. The project design includes traffic counts and modeling, intersection improvements (assumed for scoping purposes to be a roundabout), stormwater treatment and disposal, underground utilities (water, sewer, and irrigation). The design will also include the layout of electrical conduits, junction boxes, and streetlights for the intersection illumination system. The Consultant shall prepare plans, specifications and estimates for the City to bid the project. The Consultant shall coordinate, as required, with: City staff. All work & documents provided by the consultant shall be in general conformance with the City of College Place Standard Details and Specifications, and WSDOT Standard Details and Specifications.

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 1: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B.
6. Regularly monitor project status, budget and schedule.
7. Attend 4 client meetings to report project status.
8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide a monthly invoice including budget status.
10. Provide ongoing document handling and filing.

B. Task 2: QC Reviews

1. Conduct internal reviews at appropriate phases for quality control and assurance.
 - a. 50% Design Level Internal QC Review of Plans and Estimate
 - b. Draft Right-of-Way Plans
 - c. Final Right-of-Way Plans and Legal Descriptions
 - d. 95% Design Level Internal QC Review of Plans, Specifications, and Estimate
 - e. Final Design Level Internal QC Review of Plans, Specifications, and Estimate

C. Task 3: Roundabout Operations and Basis of Design

1. WSDOT has no timeline for the planning or analysis for improvements to SR-125 at College Avenue. CONSULTANT shall review the MountainView Village development concept, information available for the new middle school, and potential for future commercial development on the McKiernan property.

2. Conduct traffic counts at SR-125 at College Avenue for AM and PM peak periods. These counts will provide directional information on College Avenue at the new intersection location.
 - a. Assumptions:
 - i. No additional traffic count locations are anticipated.
3. Prepare traffic projections for each development (MountainView Village, Middle School, and the anticipated McKiernan commercial development) for the evaluation of the proposed intersection and SR-125/College Avenue for AM and PM peak hours. Projections will be prepared for 5 and 20-year horizons.
 - a. Assumptions:
 - i. A signal warrant analysis is not included in this scope of work.
4. Prepare traffic model to evaluate traffic operations and intersection control type at the proposed intersection location and at SR-125/College Avenue (roundabout vs. signal at each location).
5. Prepare summary documenting assumptions, traffic projections, and recommended intersection control.
 - a. Deliverables:
 - i. Traffic Analysis Memorandum
6. Confirm basis of design, City needs, project issues, utilities and illumination goals.
 - a. Deliverables:
 - i. Email summarizing design assumptions
7. Prepare concept layout of recommended intersection, Confirm with City.
 - a. Assumptions:
 - i. Intersection control type and lane configurations will be confirmed by City prior to beginning of final design.
 - b. Deliverables:
 - i. 11x17 exhibit depicting concept intersection layout.

D. Task 4: Boundary and Topographic Surveying

1. Control Surveying and Research
 - a. CONSULTANT will research surveys, plats, and road rights-of-way documentation.
 - b. CONSULTANT will order title reports (up to 3 reports) to be used in boundary modeling.
 - c. CONSULTANT shall search for, recover, and make ties to:
 - i. Roadway monuments
 - ii. NGS horizontal and vertical control points
 - d. CONSULTANT shall process and adjust GPS observation data via National Geodetic Survey (NGS) On-Line Positioning Users System (OPUS) website and/or Trimble Business Center (TBC). CONSULTANT shall establish topographic survey mapping control points at site as needed.
2. Topographic Surveying
 - a. CONSULTANT shall make utility locate requests prior to topographic surveys and pick up field information.
 - b. CONSULTANT shall map site ground conditions, features and improvements within the existing 60' right-of-way boundary to a point 550' north and a point 350' south of the proposed intersection location.
 - c. CONSULTANT shall map site ground conditions, features, and improvements beyond the west right-of-way to encompass the offset roundabout project limits, approximately 120' west of the existing westerly right-of-way at the widest point.
3. Prepare Project Base Map
 - a. CONSULTANT will conduct survey field note reduction, draft topographic survey map, and provide QA/QC review of survey.
4. Deliverables:
 - a. Project electronic CADD base map in Civil3D 2023.

E. Task 5: Geotechnical Investigation

1. Subconsultant shall provide on-site exploration and/or testing per GPI Proposal Letter dated November 1, 2023 outlining the proposed work. Geotechnical activities include:
 - a. Soils data necessary for preparation of excavation and embankment activities.
 - b. Infiltration rates for planned stormwater collection and treatment.
 - c. Pavement design meeting City of College Place requirements. CONSULTANT shall compare the City's standard roadway section to the design and utilize the heavier of the two.
 - a. Assumptions:
 - i. City shall determine preferred method of stormwater collection, conveyance and treatment prior to geotechnical field work.
 - ii. All stormwater improvements shall be designed to comply with the Department of Ecology's Stormwater Management Manual for Eastern Washington.
2. Review Geotechnical Report, Submit Draft to City of Review, Submit Final Report
 - a. Assumptions:
 - i. City Review time will not exceed one week for draft report
 - b. Deliverables:
 - i. Draft Geotechnical Investigation Report and Recommendations
 - ii. Final Geotechnical Investigation Report and Recommendations

F. Task 6: Preliminary Design – 50% Submittal

1. Prepare conceptual roundabout layout. Develop record of potential project issues and concerns to be discussed with the City. Field review to identify constraints, utility impacts, underground facility concerns, etc.
 - a. Assumptions:
 - i. All lane configurations and overall roundabout layout will be confirmed by the City prior to beginning final design.
 - ii. Entry angles, entry/exit speeds, deflection, and truck turning movements
 - b. Deliverables:
 - i. 11x17 exhibit of refined roundabout layout to City
2. Develop roundabout horizontal and vertical alignments/geometry along College Avenue to minimize impacts to existing infrastructure and improvements, avoiding the private parcels along the east side of College Avenue.
3. Develop horizontal and vertical alignments/geometry for the East-West Roadway leg of the roundabout to match/tie into improvements being designed under separate contract.
4. Provide initial check on entry angles, entry/exit speeds, deflection, and truck turning movements.
5. Determine location, size, and limits of sanitary sewer stubs that will provide service to the adjacent parcels along the west side of College Avenue.
6. Determine location, size, and limits of water service stubs that will provide service to the adjacent parcels along the west side of College Avenue.
7. Determine location, size, and limits of new irrigation main and service stubs that will provide service to the adjacent parcels along College Avenue.
8. Develop preliminary storm water design. Identify method of collection and treatment.
9. Coordinate with utility companies on existing locations and potential impacts from design. Determine relocation needs. Site visits with utility companies are anticipated.
10. Compile preliminary project quantities for Opinion of Probable Costs

G. Task 7: Environmental Documentation and Permitting

1. CONSULTANT shall prepare the State Environmental Policy Act (SEPA) checklist and accompanying documentation for City processing as the SEPA Authority. Coordinate the review process. This scope does not include the completion of any technical resource reports.
2. Prepare Construction Stormwater General Permit
 - a. Coordinate with Department of Ecology and prepare the Notice of Intent (NOI) application package for City signature and City submittal of application. J-U-B and the City will

- coordinate closely on the timing for beginning of work and submittal to Ecology to avoid premature permit fees.
- b. Prepare the Transfer of Coverage and Notice of Termination forms for City and Contractor signature and submittal which will constitute transfer of coverage to the Contractor.
- c. Prepare draft Temporary Erosion and Sediment Control (TESC) Plan that will become part of the construction plans that the Contractor may or may not use in the Stormwater Pollution Prevention Plan (SWPPP) that the Contractor develops for the construction site.
- d. Assumptions:
 - i. J-U-B and City will coordinate the development and advertisement of the public notice required for compliance under the Stormwater General Permit. City will advertise the public notice.
 - e. Deliverables:
 - i. NOI application package for City Signature and City submittal
 - ii. Transfer of Coverage and Notice of Termination forms for City and Contractor signature and submittal
 - iii. Draft TESC plan that will also be included in the construction plan set
- 3. Prepare the Area of Potential Effect (APE) boundary and coordinate with DAHP per EO 21-02. If a cultural report is required, an archaeological subconsultant will be authorized to proceed.
- 4. Depending on the response from DAHP on the EO 21-02, CONSULTANT shall coordinate with cultural resources subconsultant Transect Archaeology and review the draft cultural resource report, Coordinate with WSDOT on the review and finalization of the report.
- 5. Assumptions:
 - a. It is assumed that a Cultural Resources Report will be required for the project. This report will be provided by subconsultant services to CONSULTANT.
 - b. SEPA process will follow the City's typical procedures and advertisement schedules.
 - c. Hazardous Materials Analysis is not anticipated. No environmental issues requiring special studies and no Level I or Level II ESA study are anticipated.
 - d. Environmental Justice is not anticipated to be an environmental issue requiring any special studies.
 - e. Discipline reports other than the Cultural Resources are not anticipated.
- 6. Deliverables:
 - a. SEPA Checklist on current City form and Attached Documents for Processing by City (PDF via email).
 - b. Area of Potential Effect (PDF via email)
 - c. Cultural Resources Survey (Transect) (PDF via email)

H. Task 8: Right-of-Way Plans and Legal Descriptions

- 1. Draft Right of Way Plan
 - a. CONSULTANT shall develop project right of way plans in accordance with WSDOT Local Agency Guidelines Manual.
 - b. The ROW plan shall contain essential data needed for appraisal, negotiation, and right of way transfer activities, and illustrate the following information:

- i. Survey line or centerline for the alignment, including sufficient ties and curve data to physically locate the alignment.
 - ii. Sufficient information for preparation or verification of legal descriptions of the affected properties and types of property interests to be acquired.
 - iii. Width of the right of way (alignment), grade changes, and other design features/ details of the construction.
 - iv. The property lines in their entirety and owner's names for each affected property, along with all contiguous parcels to the property being acquired and owned by the same owner, the parcel identification number; the calculated area(s) of the existing parcel(s); the areas to be acquired, including any easement areas; and the calculated area(s) of the remainder parcel(s).
 - v. For affected parcels, improvements within 100' feet of the existing ROW will be shown if known, including those improvements that may be damaged by the project (i.e. commercial structures, signs, septic systems including reserve area, wells, driveways, fencing, irrigation systems).
 - vi. Vicinity Map showing the project limits.
2. Final Right of Way Plans
- a. AGENCY'S ROW plan shall be considered approved upon seal and signature of a registered Professional Engineer or Professional Land Surveyor in accordance with RCW 18.43.070 and RCW 58.09.
 - b. Verify and update ownership information if needed during coordination with the Title Company.
 - c. CONSULTANT shall revise the ROW plans, up to two times, as needed based on negotiations.
3. Legal Descriptions
- a. Develop legal descriptions based on the Final Right of Way Plan.
 - b. Assumptions:
 - i. Draft Right of Way Plans will be based on the project footprint determined from the 50% design submittal.
 - ii. Right of Way scope and fee estimate assumes uncomplicated ownership with all encumbrances identified in Title Company provided reports.
 - iii. Assistance with legal actions such as condemnation and actions to clear conflicting ownerships is not included in this scope.
 - iv. CONSULTANT shall provide up to 2 title reports for impacted properties.
 - c. Deliverables:
 - i. Draft Right of Way Plans
 - ii. Final Right of Way Plans
 - iii. Legal Descriptions

Task 9: Right-of-Way Appraisals, Negotiations, and Acquisition

- 1. Coordination with subconsultant Universal Field Services (UFS) and their subconsultant for title report requisition needs, property owner information/background, and Cost to Cure items.
- 2. CONSULTANT's subconsultant, UFS, will provide appraisals, negotiations, acquisition services, and document recording per real estate acquisition regulations in The Uniform Act.
 - a. Assumptions:
 - i. Right of Way scope and fee estimate assumes up to two (2) uncomplicated parcels with all encumbrances identified in Title Company provided reports.
 - ii. UFS will attend project kickoff meeting and up to three progress meetings.
 - iii. UFS will coordinate with CITY on approval of acquisition forms and documents.
 - b. Deliverables:

- i. Draft acquisition packages for City review/comment
- ii. Final acquisition packages for City signature/approval

J. Task 10: Final Design – 95% Submittal

1. Update design per 50% review comments
2. Refine roundabout horizontal and vertical alignments/geometry along College Avenue to minimize impacts to existing infrastructure and improvements.
3. Refine horizontal and vertical alignments/geometry for the East-West Roadway leg to match into improvements being designed under separate contract.
4. Develop curb and island profiles within roundabout.
5. Provide illumination design required to satisfy City of College Place street lighting standards.
 - a. Coordinate connections and service location with power company.
 - b. The proposed illumination system will be designed to satisfy current roundabout lighting guidance. Final light locations will be approved by the City Engineer.
 - c. Assumptions:
 - i. Two iterations and one City review of initial layout.
6. Design the proposed sanitary sewer service stubs to adjacent lots within limits of the project. Stub locations will be determined by the City.
 - a. Assumptions:
 - i. Dewatering plan design is not included in this scope of work.
 - ii. Sizing of all proposed sanitary sewer pipes will be provided by the City.
7. Design of water service stubs to the adjacent lots from the existing main located in College Avenue. Stub locations will be determined by the City.
 - a. Assumptions:
 - i. Sizing of all water pipes will be provided by the City
8. The Consultant shall design the extension of one irrigation main line along College Avenue within the project limits.
 - a. Assumptions:
 - i. City staff will provide the locations, sizes, flows, and pressures of existing irrigation pipes to be connected to, and for all proposed mains and service stub sizes.
9. Prepare drainage design and calculations for the collection, treatment, and disposal of stormwater from the roundabout, East-West Roadway, and College Avenue.
 - a. Prepare and submit the final Engineers drainage report.
 - b. Assumptions:
 - i. Method of stormwater collection, conveyance and treatment will be determined by the City prior to geotechnical field work.
 - c. Deliverables:
 - i. Final Engineer's Drainage Report in PDF format.
10. Coordination with Existing and Proposed Site Utilities (Phone, Power, Communication, Gas) on impacts and relocations.
 - a. Deliverables:
 - i. Correspondence with Utilities
11. Update project quantities for preparing Opinion of Probable Costs
12. CONSULTANT shall utilize experienced senior construction staff to perform a constructability review on the plans and contract documents to identify any issues or concerns. These items will be addressed with the design team prior to preparation of the final PS&E package.

K. Task 11: Plans, Specifications, and Estimate Preparation

1. Prepare 50% design level plans and opinion of probable costs, submit to City
 - a. Assumptions:

- i. Contract Specifications will not be prepared for this submittal
 - ii. City Review, scheduled for 2 weeks
- b. Deliverables:
 - i. 50% Design Level Plans and Opinion of Probable Costs in PDF format
 - ii. Meeting with City to review comments
- 2. Prepare 95% design level plans, specifications, and opinion of probable costs, submit to City
 - a. Assumptions:
 - i. Complete Technical Specifications will be prepared, including amendments, general special provisions, and applicable City of College Place Standard Specifications and Details.
 - ii. City Review, scheduled for 2 weeks
 - b. Deliverables:
 - i. 95% Design Level Plan, Specifications, and Opinion of Probable Costs in PDF format
 - ii. Meeting with City to review comments
- 3. Prepare Final Plans, Specifications and Estimate (PS&E) package ready for Public Works advertisement and bidding.
 - a. Assumptions:
 - i. CONSULTANT will compile final bid ready contract documents including Invitation to Bid and the City's standard construction contract.
 - b. Deliverables:
 - i. Final Bid Ready Plans, Specifications, and Opinion of Probable Costs in PDF format

L. Task 12: Reimbursable Expenses

- 1. Reimbursable expenses incurred in the various tasks will be invoiced monthly. Anticipated expenses include mileage, survey equipment charges, title reports, etc.

M. Task 13: Project Closeout

- 1. Prepare record drawings, if necessary.
 - a. The record drawings will be prepared based on information gathered during field observations as well as information provided by others. The accuracy or completeness of information provided by others will not be verified by J-U-B.
 - b. If the record drawings will be a public record, J-U-B will grant the public entity with jurisdiction the right to copy and disseminate the hard copy or digital image to those who legitimately request the information in writing. Any release, use, or reuse by the public entity, any individual, or organization, shall be at the public entity's, individual's, and/or organization's sole risk and without liability or legal exposure to J-U-B.
 - c. Any seals of the registrants included on the record drawings will represent that the drafting of the record drawing information was completed by staff under the registrants' responsible charge
- 2. Archive paper and electronic files and records.
- 3. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
- 4. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

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 in coordinating with Public Works staff for meetings and reviews.
- 2. Project oversight and direction

- 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. Project advertisement and bidding assistance
 2. Responding to Contractor Questions during Bidding Process
 3. Construction administration and observation, submittal reviews
 4. Geotechnical Subconsultant involvement during construction phase.

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 1.1
 - 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 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
1	Project Management	Time and Materials (Ceiling Amount Shown)	\$23,700	Concurrent with work progress
2	Quality Control Reviews	Time and Materials (Ceiling Amount Shown)	\$11,700	50%/95%/Final Submittals, Draft/Final ROW Plans and Legals
3	Roundabout Operations and Basis of Design	Time and Materials (Ceiling Amount Shown)	\$18,600	Traffic Counts second week in May 2024, Analysis complete by mid-June
4	Boundary and Topographic Surveying	Time and Materials (Ceiling Amount Shown)	\$12,800	3 Weeks after NTP
5	Geotechnical Investigation	Time and Materials (Ceiling Amount Shown)	\$10,000 (Incl. Subconsultant Invoices)	Field work 1 month after NTP, Report 1 month after field work
6	Preliminary Design – 50% Submittal	Time and Materials (Ceiling Amount Shown)	\$26,300	July 1, 2024 To August 16, 2024

7	Environmental Documentation and Permitting	Time and Materials (Ceiling Amount Shown)	\$10,500 (Incl. Subconsultant Invoices)	July 1, 2024 To November 29, 2024
8	Right-of-Way Plans and Legal Descriptions	Time and Materials (Ceiling Amount Shown)	\$13,300	August 16, 2024 To September 30, 2024
9	Right-of-Way Appraisals, Negotiations, and Acquisition	Time and Materials (Ceiling Amount Shown)	\$30,300 (Incl. Subconsultant Invoices)	October 18, 2024 To February 28, 2025
10	Final Design – 95% Submittal	Time and Materials (Ceiling Amount Shown)	\$17,600	November 29, 2024 To February 28, 2025
11	Plans, Specifications, and Estimate Preparation	Time and Materials (Ceiling Amount Shown)	\$53,500	March 1, 2025 To April 18, 2025
12	Reimbursable Expenses	Time and Materials (Estimated Amount Shown)	\$4,400	Concurrent with work progress
13	Project Closeout	Time and Materials (Ceiling Amount Shown)	\$3,500	At end of project
Total:			\$236,200	

Exhibit(s):

- Exhibit 1-A: Proposal for Geotechnical Engineering Evaluation from GeoProfessional Innovation, dated November 1, 2023.
- Exhibit 1-B: Proposal for Right-of-Way Appraisals, Negotiations, and Acquisition from Universal Field Services, dated November 9, 2023.
- Exhibit 1-C: Proposal for cultural resource investigation from Transect Archaeology, dated November 2, 2023

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: Yes

GROUP: Transportation

PROJECT DESCRIPTION(S):

1. Highway/Interstate/Roadway (H07)
2. Traffic/Transportation (T03)

**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

**Task Order No. 07-24-049
City of College Place**

DATE: 4/18/24

PROJECT: East-West Road

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:** Using the City's new Tax Increment Financing (TIF) program to design and construct a new intersection at the future East-West Roadway through the McKiernan Property and College Avenue. The project design includes traffic counts and modeling, intersection improvements (assumed for scoping purposes to be a roundabout), stormwater treatment and disposal, underground utilities (water, sewer, and irrigation). The design will also include the layout of electrical conduits, junction boxes, and streetlights for the intersection illumination system. J-U-B shall prepare plans, specifications and estimates for bidding the project. Bidding assistance and construction management will be provided under a future supplement or task order.
2. **Scope of Services:** J-U-B will provide survey, geotechnical investigation (using subconsultant GPI) engineering design, environmental permitting, right-of-way acquisition (using subconsultant UFS), and PS&E preparation per the attached Exhibit A. Bidding assistance and construction administration related activities will be provided under a future supplement or task order.
3. **Time for Performance of Services:** Design and plan preparation will occur from April 2024 to March 2025 for bidding in March/April 2025.
4. **Compensation for Services:** Time & Materials at J-U-B standard billing rates. Estimated to be approximately \$255,300

SIGNATURES

CLIENT:

City of College Place

By: Michael Rizzitiello

Title: City Administrator

Date: _____

ENGINEER:

J-U-B ENGINEERS, Inc.

By: Richard H. Door, P.E.

Title: TSG Program Manager – Senior

Date: 4-18-24



EXHIBIT A
J-U-B ENGINEERS, Inc.
SCOPE OF SERVICES – NEW EAST-WEST ROAD EXTENSION

PROJECT NAME: East-West Road Design

CLIENT: City of College Place

J-U-B PROJECT NUMBER: 07-23-049

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 East-West corridor consists of a new road (unnamed) connecting S College Avenue to Teal Lane. For budget and design purposes the corridor is divided into three segments:

- Segment No. 1 - The first segment is the new road's intersection at S. College Avenue which will consist of a roundabout designed under a separate Task Order.
- Segment No. 2 - The second segment consists of the easterly portion of the East-West Road consisting of the dedicated right-of-way through the McKeirnan short plat to match the first segment roundabout at College Avenue. A biddable package will be prepared under this task order for this segment.
- Segment No. 3 - The third segment consists of the westerly portion of the East-West Road from Teal Lane to the McKeirnan short plat. This task order will provide for the 95% design of this segment. This assumes the final 100% bid package will be provided as part of the future private development or as funded for construction.

It is the City's intent to have Segment No. 1 roundabout design concurrent with the Segment 2 McKeirnan design, so that project limits for these two segments will be determined during preliminary design phase. Segment No. 3, to the west, will include the 95% design submittal. It is anticipated that constructing Segment No. 1 roundabout and Segment No. 2 McKeirnan will be funded through the Tax Increment Financing (TIF). Segment 3 connecting to Teal Lane will be constructed as development occurs and at that time the plans and specifications will be updated as needed to current specifications prior to bidding.

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 1: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. Attend monthly client meetings to report project status.

8. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
9. Provide monthly invoices including budget status.
10. Provide ongoing document handling and filing.

B. Task 2: QC Reviews

1. Conduct internal reviews at appropriate phases for quality control and assurance.
 - a. 50% Design Level Internal QC Review of Plans and Opinion of Probable Costs
 - b. 95% Design Level Internal QC Review of Plans, Specifications, and Opinion of Probable Costs
 - c. Final Design Level QC Review of Plans, Specifications and Opinion of Probable Costs

C. Task 3: Boundary and Topographic Surveying

1. Control Surveying and Research
 - a. CONSULTANT will set up project, research surveys, plats, and road rights-of-way documentation including:
 - i. Project Set-up Research surveys and plats, and road rights-of-way, and prepare models.
 - ii. Review Title Reports, prepare deed and easement models
 - b. CONSULTANT shall set up Civil 3D, TBC project files, boundary computations and analysis.
 - c. CONSULTANT shall travel to site and search for, recover, and make ties to:
 - i. Roadway monuments, section and boundary markers
 - ii. NGS horizontal and vertical control points
 - d. CONSULTANT shall process and adjust GPS observation data via National Geodetic Survey (NGS) On-Line Positioning Users System (OPUS) website and/or Trimble Business Center (TBC).
 - e. CONSULTANT shall establish topographic survey mapping control points at site as needed.
2. Topographic Survey & Aerial Imagery Acquisition
 - a. CONSULTANT shall make utility locate request prior to topographic surveys and pick up field information.
 - b. CONSULTANT shall contact property owners to inform of field survey work.
 - c. CONSULTANT shall map site ground conditions, features and improvements along the proposed road corridor from S. College Place Avenue to Teal Lane. Where property access is permitted up to 150-foot-wide corridor will be obtained, 78-foot minimum will be obtained, as defined by the road right of way.
3. Prepare Project Base Map
 - a. CONSULTANT will conduct survey field note reduction, draft topographic survey map, and provide QA/QC review of survey.
4. Deliverables:
 - a. Project electronic CADD base map in Civil3D 2023.

D. Task 4 –Preliminary Design – 95% Submittal

1. Roadway Section
 - a. The City of College Place Standard Road Cross Section (Three Lane Minor Arterial) Standard Plan 110.02 will be used for this project. The pavement and surfacing depths will be confirmed by the geotechnical investigation included in the College Avenue Roundabout design.
 - b. The right of way for East-West Road will be 78-foot (39-foot north & south of centerline) per the recorded Right of Way Easement Deed shown in McKeirnan Short Plat recorded July 8, 1997 (Auditor's File No. 9706155) Walla Walla County.
2. Develop Horizontal Alignment and Vertical Profile

- a. CONSULTANT shall establish the baseline stationing for entire East-West corridor from the centerline of S College Place Avenue to centerline of Teal Lane. The roadway baseline alignment will be established with references to survey control. This alignment will tie the right of way centerline of S College Place Avenue and right of way centerline of Teal Lane. The baseline will represent the design centerline as much as practical. Due to the geometric complexity of roundabout design, it is likely the original baseline will either be revised or an independent alignment representing the roundabout legs will be established. The alignment relationship between the two segments will be established and documented on the plan sheets.
 - b. Profile Design – once the horizontal alignment is established, the vertical grade will be designed.
 - i. The existing grade will be developed from the topographic survey used for reference in the design of the finished grade.
 - ii. The Sanitary Sewer Lift Station No. 7 as-built sewer profiles will be shown for reference. During design the rim elevations will be compared to roadway finish grade and any adjustments needed noted in the final plans.
 - iii. The design profile will be designed considering the existing sewer manholes as to minimize rim adjustments. Grades and vertical curves will be designed in accordance with AASHTO guidelines for stopping sight distance and general comfort. The design profile will be designed to consider the low points and grades used for drainage design layout.
3. Intersection Design
 - a. In addition to the S College Ave and Teal Lan intersections, it anticipated that there will be several intersections serving as future access. Preliminary layout of the interior intersections will be provided in the 50% design submittal for input from the city and adjacent landowners. The final design will include detailed information on the intersections including profiles, curb, and ADA details.
4. Storm Drainage Design
 - a. The storm drainage will be designed to City of College Place standards and technical guidance found in the 2019 Stormwater Management Manual for Eastern Washington and the City of College Place Standard Specifications and Drawings.
 - b. The geotechnical investigation as part of the Roundabout Design scope will provide infiltration rates for the soil conditions of the segment adjacent to the McKeirnan short plat.
 - c. The 50% design will include general layout of the proposed storm drainage system and BMPs.
5. Design the proposed sanitary sewer service stubs to adjacent lots within limits of the project. Stub locations will be determined by the City.
 - a. Assumptions:
 - i. Dewatering plan design is not included in this scope of work.
 - ii. Sizing of all proposed sanitary sewer pipes will be provided by the City.
6. Design of water service stubs to the adjacent lots from the existing main located in College Avenue. Stub locations will be determined by the City.
 - a. Assumptions:
 - i. Sizing of all water pipes will be provided by the City
7. The Consultant shall design the extension of one irrigation main line along the East-West Roadway within the project limits.
 - a. Assumptions:

- i. If applicable tie-in to existing irrigation pipes will be used for irrigation source. City staff will provide the locations, sizes, flows, and pressures of existing irrigation pipes to be connected to, and for all proposed mains and service stub sizes. If existing irrigation source is not available, then CONSULTANT will coordinate with the City to establish the design parameters for tie-in to the City waterline.
8. Utility Coordination
 - a. Coordinate with utility companies on existing locations and potential impacts from design. Determine relocation needs. Site visits with utility companies are anticipated.
 - b. Coordination for power source for street lighting.
9. Street Lighting
 - a. CONSULTANT shall use City standards street lighting for basis of design. During the Preliminary Design, CONSULTANT will coordinate with City as to complete illumination for the corridor or street lighting only at intersections.
10. Opinion of Probable Costs
 - a. CONSULTANT will compile preliminary project quantities and develop an Opinion of Probable Costs for the construction costs. WSDOT unit bid analysis and available local agency bid tabulation results will be used for values of unit costs.
11. Submittal 90% will include the geometric layouts and linework depicting the design components but will not include detailed callouts such as the station, offsets, and elevation of ADA plans and curb line information. The intent of 90% is to provide plan set that shows the complete overview of the construction, while not expend resources on detailed information that is subject to change.
12. Deliverables:
 - a. 90% Submittal will include the geometric layouts and linework depicting the design components but will not include detailed callouts such as the station, offsets, and elevation of ADA plans and curb line information. The intent of 90% is to provide plan set that shows the complete overview of the construction, while not expend resources on detailed information that is subject to change. 90% Submittal will not include specifications. 90% Submittal will include detailed Opinion of Probable Costs based on the level of plan detail.
 - b. 95% Submittal will include detailed complete plans and specifications and updated Opinion of Probable Costs based on the higher level of design and incorporate revisions from the 50% Submittal review.
 - c. Final Submittal will incorporate 95% review comments and finalize the plans, specifications and costs into a bid ready contract document. If there is significant lag between the final submittal and bid advertisement, a supplement may be required to update the contract documents. WSDOT/APWA specifications are updated on a regular basis.
13. Assumptions:
 - a. 50% Submittal will include preliminary design of the East-West Road from Teal to College Avenue. The 50% submittal will include the conceptual layout the intersections without ADA detail. The plans will include two separate segments:

- i. Segment No. 1 Easterly portion for the existing dedicated roadway in the McKeirnan Short Plat.
- ii. Segment No. 2 Westerly portion from Teal Lane to McKeirnan (50% Design only). Design for this segment will stop at 50% and will be further designed in the future by development.
- b. If there is a delay from the time of final design and bid advertisement, specifications, opinion of costs and perhaps plans, may need to be updated as a supplement to this scope.
- c. Geotechnical will be provided as part of the East-West Road & College Avenue Roundabout task orders.
- d. No right-of-way plans, appraisals, negotiations, or acquisition is included in this project.
- e. Irrigation crossovers will be designed in logical locations with this project for future irrigation connections.
- f. Landscaping is not anticipated to be required.
- g. Illumination is not anticipated to be required throughout the corridor.
- h. The City will provide the water main pipe size and layout of desired connection points to adjacent parcels.

E. Task 5: Environmental Documentation and Permitting

1. CONSULTANT shall prepare the State Environmental Policy Act (SEPA) checklist and accompanying documentation for City processing as the SEPA Authority. Coordinate the review process. This scope does not include the completion of any technical resource reports.
2. CONSULTANT will Prepare an Area of Potential Effect (APE) boundary for the potential impact for the project. The APE will be compared to the previous cultural resource survey prepared for the Sanitary Sewer Lift Station No. 7 project and CONSULTANT will coordinate with DAHP per EO 21-02. If a cultural report is required, an archaeological subconsultant will be authorized to proceed.
3. Depending on the response from DAHP on the EO 21-02, CONSULTANT shall coordinate with cultural resources subconsultant Transect Archaeology and review the draft cultural resource report.
4. Assumptions:
 - a. It is assumed that a Cultural Resources Report will be required for the project. This report will be provided by subconsultant services to CONSULTANT.
 - b. SEPA process will follow the City's typical procedures and advertisement schedules.
 - c. Hazardous Materials Analysis is not anticipated. No environmental issues requiring special studies and no Level I or Level II ESA study are anticipated.
 - d. Environmental Justice is not anticipated to be an environmental issue requiring any special studies.
 - e. Discipline reports other than the Cultural Resources are not anticipated.
5. Deliverables:
 - a. SEPA Checklist on current City form and Attached Documents for Processing by City (PDF via email).
 - b. Area of Potential Effect (PDF via email)
 - c. Cultural Resources Survey (Transect) (PDF via email)

F. Task 6: Final Design – 95% Submittal

1. Update design per 50% review comments
2. Refine the Pedestrian & Bike Facilities. Design pedestrian ramps at intersections. Two ramps per corner will be used for ADA compliance and meet the current City of College Place standard details, including truncated domes. The Standard Roadway Section includes a two-foot buffer and 6-foot bike lane for both sides.

3. Refine horizontal and vertical alignments/geometry for the East-West Roadway leg to match into improvements being designed under separate contract for the College Ave roundabout.
4. Provide illumination design per the City of College Place Standard Road Cross Section (Three Lane Minor Arterial) Standard Plan 110.02.
 - a. Coordinate connections and service location with power company and the roundabout project needs.
5. Design the proposed sanitary sewer service stubs to adjacent lots within limits of the project. Stub locations will be determined by the City.
 - a. Assumptions:
 - i. Dewatering plan design is not included in this scope of work.
 - ii. Sizing of all proposed sanitary sewer pipes will be provided by the City.
6. Design of water service stubs to the adjacent lots from the existing main located in College Avenue. Stub locations will be determined by the City.
 - a. Assumptions:
 - i. Sizing of all water pipes will be provided by the City
7. Design of irrigation system for roadway landscape strip.
 - a. Assumptions:
 - i. City to provide the plant selection for plantings.
8. Prepare drainage design and calculations for the collection, treatment, and disposal of stormwater.
 - a. Prepare and submit the final Engineers drainage report.
 - b. Assumptions:
 - i. Method of stormwater collection, conveyance and treatment will be determined by the city prior to geotechnical field work.
 - c. Deliverables:
 - i. Final Engineer's Drainage Report in PDF format.
9. Coordination with Existing and Proposed Site Utilities (Phone, Power, Communication, Gas) on impacts and relocations.
 - a. Deliverables:
 - i. Correspondence with Utilities
10. Finalize Illumination design layout and details.
11. Update project quantities for preparing Opinion of Probable Costs
12. CONSULTANT shall utilize experienced senior construction staff to perform a constructability review on the plans and contract documents to identify any issues or concerns. These items will be addressed with the design team prior to preparation of the final PS&E package.

G. Task 7: Plans, Specifications, and Estimate Preparation

1. Prepare 50% design level plans and opinion of probable costs, submit to City
 - a. Assumptions:
 - i. Develop Draft Plans including:
 - (a) Cover Sheet, Index, Legend
 - (b) Typical Roadway Sections
 - (c) Alignment and Survey Control
 - (d) Site Preparation and Utility Plans
 - (e) Roadway Plan/Profile Sheets
 - ii. Contract Specifications will not be prepared for this submittal
 - iii. City Review, scheduled for 2 weeks
 - b. Deliverables:

- i. 50% Design Level Plans and Opinion of Probable Costs in PDF format
 - ii. Meeting with City to review comments
- 2. Prepare 95% design level plans, specifications, and opinion of probable costs, submit to City
 - a. Assumptions:
 - i. Update the 50% Plan Sheets and develop the following additional plans:
 - (a) Pavement Markings and Signing Plans
 - (b) Drainage Details
 - (c) TESC
 - (d) Pavement Details
 - (e) ADA Details
 - (f) Water Plans and Details
 - (g) Sewer Details and service locations shown on roadway plans.
 - (h) Irrigation Plans and Details
 - (i) Illumination Plans and Details
 - ii. Complete Technical Specifications will be prepared, including amendments, general special provisions, and applicable City of College Place Standard Specifications and Details.
 - iii. City Review, scheduled for 2 weeks
 - b. Deliverables:
 - i. 95% Design Level Plan, Specifications, and Opinion of Probable Costs in PDF format
 - ii. Meeting with City to review comments
- 3. Prepare Final Plans, Specifications and Estimate (PS&E) package ready for Public Works advertisement and bidding.
 - a. Assumptions:
 - i. CONSULTANT will compile final bid ready contract documents including Invitation to Bid and the City's standard construction contract.
 - ii. Water design may be shown on roadway plans depending on complexity.
 - b. Deliverables:
 - i. Final Bid Ready Plans, Specifications, and Opinion of Probable Costs in PDF format

H. Task 8: Project Closeout

- 1. Prepare record drawings, if necessary.
 - a. The record drawings will be prepared based on information gathered during field observations as well as information provided by others. The accuracy or completeness of information provided by others will not be verified by J-U-B.
 - b. If the record drawings will be a public record, J-U-B will grant the public entity with jurisdiction the right to copy and disseminate the hard copy or digital image to those who legitimately request the information in writing. Any release, use, or reuse by the public entity, any individual, or organization, shall be at the public entity's, individuals, and/or organization's sole risk and without liability or legal exposure to J-U-B.
 - c. Any seals of the registrants included on the record drawings will represent that the drafting of the record drawing information was completed by staff under the registrants' responsible charge.
- 2. Archive paper and electronic files and records.
- 3. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
- 4. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

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. Submittal and payment of all environmental permitting applications, Construction Stormwater Permit.
 2. Project reviews and direction when requested.
 3. Submittal and Payment of project advertisement and contract legal review.
- 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. Project advertisement and bidding assistance
 2. Responding to Contractor Questions during Bidding Process
 3. Construction administration and observation, submittal reviews
 4. Geotechnical Subconsultant involvement during construction phase.

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.
 - 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 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
1	Project Management	Time and Materials (Estimated Amount Shown)	\$23,300	NTP April 2024 Bid Ready April 2025
2	QC Reviews	Time and Materials (Estimated Amount Shown)	\$18,200	Concurrent with work progress

3	Boundary and Topographic Surveying	Time and Materials (Estimated Amount Shown)	\$19,100	May 2025
4	Preliminary Design – 50% Submittal	Time and Materials (Estimated Amount Shown)	\$58,400	Submittal July 2024
5	Environmental Documentation and Permitting	Time and Materials (Estimated Amount Shown)	\$12,300	January 2025
6	Final Design – 95% Submittal	Time and Materials (Estimated Amount Shown)	\$45,900	December 2024
7	Plans, Specifications, and Estimate Preparation	Time and Materials (Estimated Amount Shown)	\$62,700	Bid Ready March 2025
8	Project Closeout	Time and Materials (Ceiling Amount Shown)	\$4,300	April 2025
9	Reimbursable Expenses	Time and Materials (Estimated Amount Shown)	\$11,100	Concurrent with work progress
Total:			\$255,300	

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: No

GROUP: Transportation

PROJECT DESCRIPTION(S):

1. Highway/Interstate/Roadway (H07)
2. Traffic/Transportation (T03)

City of College Place, Washington
RESOLUTION NO. 24-025

**A RESOLUTION AWARDING TASK ORDER UNDER ON-CALL CITY ENGINEER CONTRACT FOR
100% ENGINEERING DESIGN OF NEW EAST-WEST RD (COLLEGE TO TEAL) AND INTERSECTION
OF EAST-WEST RD & COLLEGE AVENUE TO J-U-B ENGINEERS**

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 issued a RSQ for a four-year On-Call City Engineer Contract and J-U-B Engineers won the contract via Resolution #20-037 adopted by City Council on October 13th, 2020; and

Whereas, the Stone Creek/Downtown Tax Increment Finance (TIF) District #1 was created by City Council via Ordinance #23-007 adopted on May 23rd, 2023; and

Whereas, a Memorandum of Understanding was approved between the City and College Holdings LLC via Resolution #24-016 adopted on March 12th, 2024; and

Whereas, J-U-B Engineers is our on-call City Engineer and also was the design engineer on the Southwest Sewer project back in 2019/2020 which the road will follow the trajectory of this sewer which yields design cost efficiencies; and

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

- 1.** Authorizes City Administrator to sign task order under on-call city engineer contract for 100% engineering design of new East-West Rd (College to Teal) and Intersection of East-West Rd & College Avenue to J-U-B Engineers.

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.

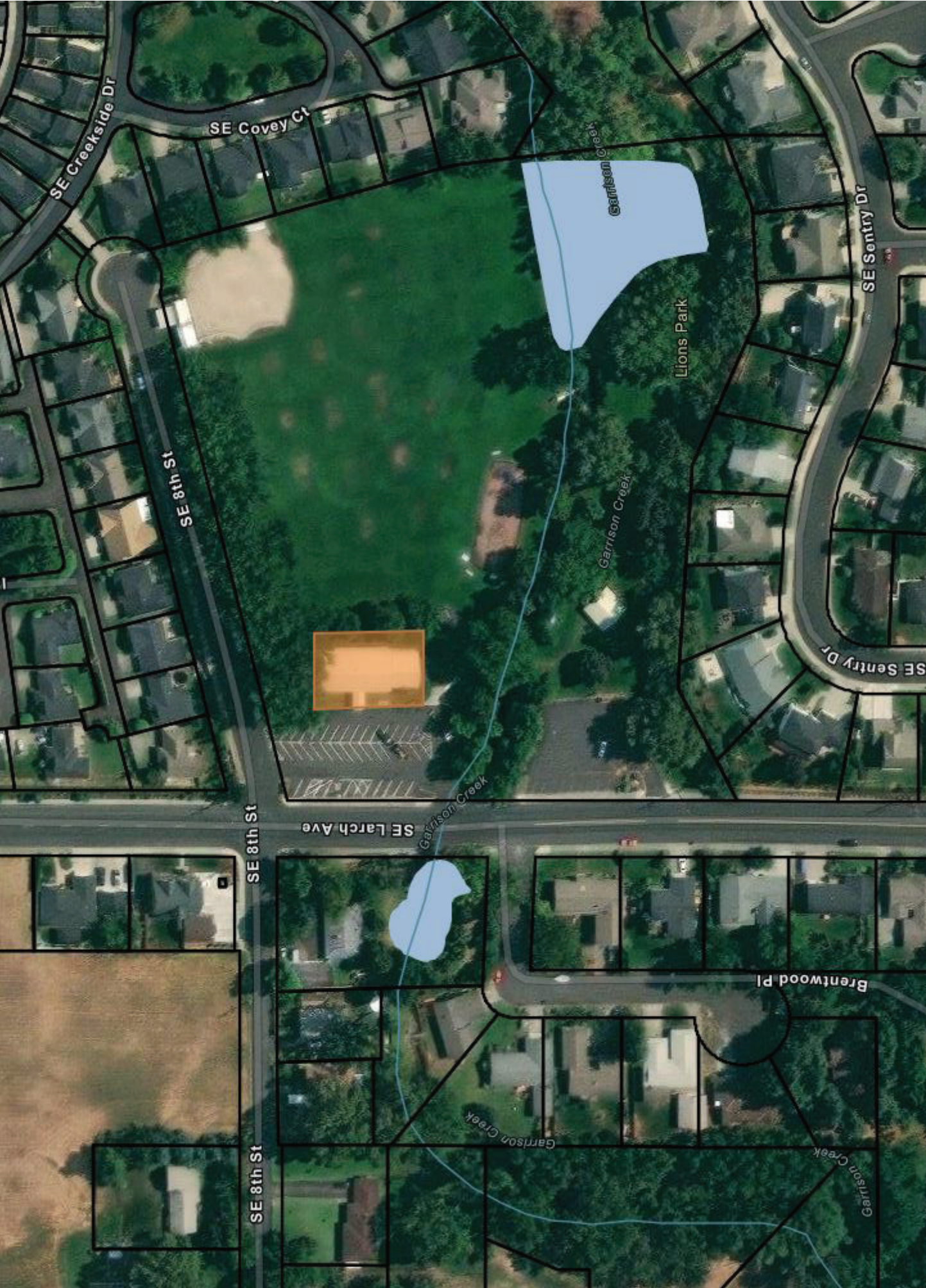
Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 23rd day of April, 2024.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk



CONSENT FOR ACCESS TO PROPERTY FOR BROWNFIELDS ASSESSMENT

Property Owner: City of College Place Property Address: 801 SE Larch Avenue
625 S. College Ave College Place, WA,
College Place, WA, 99324
99324

Legal Description: Beginning at the center of Section 36, Township 7 North, Range 35, EWM, and run thence South, along the north and South centerline of said Section 36, a distance of 524.2 feet; thence north 61 degree to 32' East 175.0 feet; thence North 86 degree-03' East 115.0 feet; thence north 68 degree – 24 East 80.0 feet; thence North 5 degree – 41' West 283.3 feet; thence North 15 degrees – 02' West 389.0 feet; thence South 74 degree – 47' West 621.32 feet to the point of beginning.

City of College Place has requested Brownfields Assessment assistance from the Washington State Department of Ecology (Ecology) at the location described above. I, the undersigned, am the owner, their representative, or otherwise control the property at this location.

Ecology is responsible for the investigation and remediation of hazardous waste sites in Washington pursuant to the Model Toxics Control Act (MTCA), Chapter 70A.305D RCW and Chapter 173-340 WAC. Upon reasonable notice (unless an emergency prevents such notice), Ecology may exercise the power to enter upon any property to conduct investigations of a release of a hazardous substance, and to conduct remedial actions (including investigations) to remedy releases of hazardous substances. RCW 70A.305D.030(1)(a) & (b); WAC 173-340-800.

I hereby give my consent to employees and authorized representatives of Ecology to enter and have access to the property located at the above address. Access is granted to complete those tasks required for the Brownfields Assessment of College Place Lions Park Community Center Building (801 SE Larch Avenue) property, which may include but are not limited to the following:

1. Meet with site owners or representatives;
2. Conduct a visual inspection;
3. Collect surface soil, subsurface soil, groundwater, and or soil vapor samples;
4. Take photographs of relevant site conditions; and
5. Conduct other actions (e.g. ground-penetrating radar surveying, utility location, etc.) related to the investigation of contamination.

Ecology will attempt to provide reasonable advance notice of entry by calling Property Owner at telephone number 509-520-9091, by email at mrizzitiello@cpwa.us, or by registered mail, if requested, at least 24 hours in advance of entry on the Property.

The term of this consent for access is 365 days from the date of signing. If additional time is required to complete the work necessary for the Brownfields Assessment, a new consent for access will be requested.

By signing this consent for access, you agree to defend, protect, and hold harmless Ecology and its representatives from and against all claims, suits or actions arising from the negligent acts or omissions of its employees and/or authorized representatives while performing under the terms of this Access Agreement.

Signature

Date

Name and title (please print)

City of College Place, Washington
RESOLUTION NO. 24-026

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
ALLOWING CITY ADMINISTRATOR TO SIGN CONSENT FOR ACCESS TO PROPERTY AGREEMENT
(LIONS PARK COMMUNITY CENTER – 801 SE LARCH AVE) FOR BROWNFIELDS ASSESSMENT**

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 and its partners are jointly going after grant funds for a replacement multipurpose Community Center structure at Lions Park; and

Whereas, the existing Community Center was constructed in the late 1960's and could have asbestos and lead in it which would have to be abated during demolition; and

Whereas, the State Department of Ecology is willing to cover the cost of an initial brownfields assessment with State Ecology Brownfields Funds but needs the City to sign a access agreement; 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 consent for access to property for brownfields assessment with State Department of Ecology for Lions Park Community Center – 801 SE Larch Avenue, College Place.

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 23rd day of April, 2024.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk

City of College Place, Washington

ORDINANCE NO. 23-014

AN ORDINANCE OF THE CITY OF COLLEGE PLACE, WASHINGTON ADOPTING A SIX-YEAR CITYWIDE CAPITAL FACILITY PLANS FOR THE YEARS 2024 THROUGH 2029

WHEREAS, the City of College Place is a non-charter code city with powers set forth in RCW Title 35A.24.010;

WHEREAS, the City formed a Capital Facility Technical Team which has assembled the proposed Capital Facility Plan of the City of College Place. It consists of capital improvements for years 2024 through 2029 identifying the proposed locations and capacities of expanded or new capital and a plan to finance such improvements within projected funding capacities (the “Six-Year Citywide Capital Facility Program” or “CFP”); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on May 10th, 2022 by Council Resolution 22-043, and that program is incorporated into the CFP; and

WHEREAS, the City’s Economic Development, Tourism, and Events Commission voted unanimously to recommend adoption of the Capital Facility Plan during its November 6th, 2023, meeting.

WHEREAS, the City’s Utilities & Transportation Advisory Commission voted unanimously to recommend adoption of the Capital Facility Plan during its November 9th, 2023 meeting.

WHEREAS, the College Place City Council held a public hearing on the 2024 to 2029 Capital Facility Plan on November 28th, 2023; and

WHEREAS, updates to the six-year Capital Facility Planning documents have been posted on the city budget portal website:

https://www.cpwa.us/departments/finance/fy_2024_budget_process.php

NOW THEREFORE, THE CITY COUNCIL OF COLLEGE PLACE DO ORDAIN AS FOLLOWS

Section 1. Ordinance No. 23-014 which adopts the 2024 to 2029 Capital Facility, Plan as shown in Exhibit 2 attached to this Ordinance.

Section 2. City staff is authorized to apply for state, federal, and private foundation grants in support of the projects identified in the Citywide Capital Facility Plan.

Section 3: Clerical Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

Section 5: Effective Date. This ordinance shall take effect and be in full force five days after its passage and publication as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 28th day of November, 2023.

DocuSigned by:
Norma L. Hernández
E7C117EE7FEC409
Norma L. Hernandez, Mayor

Attest:

DocuSigned by:
Sherri St. Clair
1F0CE5D2F0F846A
Sherri St. Clair, City Clerk

Approved as to form:

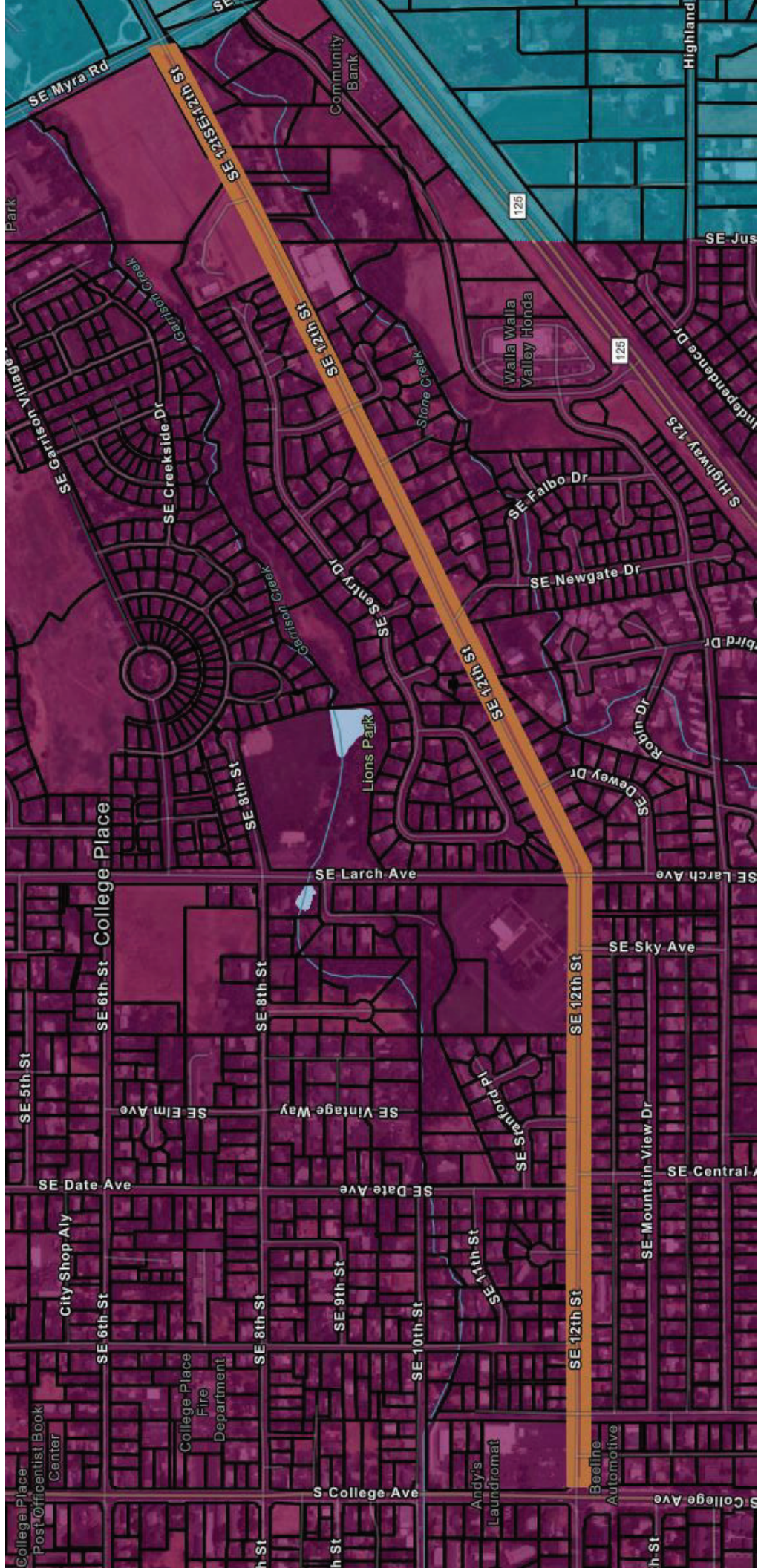
DocuSigned by:
Rea L. Culwell
D2A91C622F3A4F6
Rea Culwell, City Attorney

Name of Project	Project ID	Prioritization	Project Location	Project Description	Status	Year Budgeted	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total Project Cost	How is project funded?
Lions Park Renovation	4001	High	Lions Park	Dredge and reconstruct pond and Garrison Creek channel eliminate point source pollution of storm water facility into pond. Includes irrigation plans. Construction will finally wrap up in FY 2024	Budgeted	2024	\$ 6,000,000.00						\$ 6,000,000.00	28% State RCO Grants, 10% Sherwood Trust Grant, 25% City Funds through REET II and CE if needed, 16% Ecology Grant, 1% Private, 10% Potential Fed Grants, 8% Port. 09, 1% Blue Zone Pursued Grants, 1% Potential Columbia Grant
Autumn Meadows Park Improvement	4007	Medium	Autumn Meadows Park on Newgate.	City is taking over park from HOA with HOA giving City funds to improve infrastructure (roads, etc) to city standard	Planned	2025		\$ 100,000.00	\$ 300,000.00				\$ 400,000.00	50% State RCO Grant; 50% City REET II
Whitman & Maple Park Site	4009	Medium	Southwest corner of Whitman Drive & Maple	Encumbered site with drainage issue adjacent to drinking water well 6. Looking at establishing a park site.	Planned	2025		\$ 60,000.00	\$ 500,000.00				\$ 560,000.00	20% Non-Profit Grants (Tony Hawk, AARP, others), 30% City REET II, 20% Developer Impact Fees, 30% State RCO Grants
Kiwanis Park	4008	Medium	Kiwanis Park	FY 2024: Electrical, Gazebo painting and re-roof, sprinkler maintenance. FY 2027: Lighting pickleball and basketball courts.	Budgeted	2024	\$ 50,000.00			\$ 232,674.00			\$ 282,674.00	FY 2024: 50% RCO Maintenance Grant; 50% Current Expense Funds. FY 2027: 50% State RCO Grants; 50% City REET II
Harvest Meadows Park Improvements	4005	Low	Harvest Meadows Park	Improvements include a welcome sign and picnic shelter as identified in the 2018 Park Master Plan.	Planned	2028					\$ 50,000.00		\$ 50,000.00	100% REET II Funds
Veterans Park at Homestead	4004	High	Homestead Ave south of 4th Street	Addition of play equipment, pickleball, basketball, and restrooms at the park.	Planned	2024	\$ 62,046.00	\$ 500,000.00					\$ 562,046.00	50% State RCO Grant; 30% REET II Funds; 20% Developer Impact Fees (Last Phase of Homestead)
Park Development near Stone Creek	4003	Low	SW of College Ave & Mojonnier St	Per development standards, parkland will need to be donated to City for development. Will cooperate with State RCO, College Place School District, and developer for quality regional park.	Planned	2026			\$ 500,000.00	\$ 4,000,000.00			\$ 4,500,000.00	50% Developer Fees, 25% State RCO Grants, 12.5% CPPS, 12.5% City REET II
Lions Park Community Center	4006	Medium	Lions Park	Replace Community Center with multiuse facility featuring childcare, commercial kitchen, community room, rural library branch, restrooms, and storage. FY 2024: Architectural, FY 2025: Demolition, FY 2026: Construction	Budgeted	2024	\$ 100,000.00	\$ 1,018,374.00	\$ 9,000,000.00				\$ 10,118,374.00	33.33% State ELF Grant Childcare, 33.33% Rural Library District Funding, 33.33% City Portion (Fed Appropriation, State Appropriation, etc)
Total: Public Works Department - Parks														
Public Works Department - Stormwater														
Street Waste Decant Facility	5003	High	Owens Rd	Engineering is in FY 2024. Construction is in FY 2026.	Budgeted	2024	\$ 114,750.00		\$ 1,900,000.00				\$ 2,014,750.00	80% State Ecology Grant, 20% Stormwater Utility.
SE Birch (4th to 6th)	5004	High	SE Birch (4th to 6th)	FY 2024 - Engineering FY 2026 - Construction	Budgeted	2024	\$ 102,000.00		\$ 1,000,000.00				\$ 1,102,000.00	20.0% City Stormwater Utility, 80.0% State Ecology Grant Funding.
Drywell Install	5022	Medium	Community Wide	Earmark funds to install Drywells.	Budgeted	2024	\$ 99,930.00		\$ 99,930.00				\$ 99,930.00	Apply for State Department of Ecology Grant Funds for 50%. Other 50% Stormwater Utility.
Public Works Yard Stormwater Improvements.	6032	Medium	Middle of block between 4th, 6th, Birch, and Date.	Stormwater improvements at Public Works Yard.	Budgeted	2024	\$ 300,000.00						\$ 300,000.00	50% State Department of Ecology Grant, 50% Stormwater Utility Funds.
NW Earl Ln Stormwater Improvements	6069	High	NW Earl Lane between Evans and Whitman	Design and construct stormwater infiltration system. Design in 2024, Construct in 2025.	Budgeted	2024	\$ 70,000.00	\$ 500,000.00					\$ 570,000.00	50% Storm Utility, 50% State DOE Grant.
SW 10th Street Retrofit (College to Bade)	5005	High	SW 10th from College to Bade.	Reconstruct 10th to include stormwater infrastructure to filter water into Garrison Creek.	Budgeted	2024	\$ 150,000.00		\$ 483,474.00				\$ 633,474.00	FY 2025: \$150,000 Ecology Stormwater Grant. FY 2026: Ecology Hardship Grant
Federal US Forest Service Tree and Irrigation Enhancement		High	SW Mojonnier Rd, Whitman Drive, East-West Rd, and SE 12th	Installation of trees and irrigation along key corridors in the community	Budgeted	2024	\$ 730,000.00						\$ 730,000.00	FY 2024: US Forest Service Inflation Reduction Grant.
Outfall Replacement Program	5012	Medium	Around Community.	Prioritization to be determined through Stormwater Management Plan Criteria.	Planned	2025		\$ 250,000.00		\$ 250,000.00			\$ 750,000.00	Apply for State Department of Ecology Grant Funds for 50%. Other 50% Stormwater Utility.
NE Cedar Ave Storm Improvements	6007.2	Low	NE Cedar from A to C Street	Stormwater improvements along corridor.	Planned	2026			\$ 349,000.00				\$ 349,000.00	100% Hardship Grant Redirect or Legislative Appropriation.
SE 12th Street (College to Sky)	6039	Low	SE 12th (College to Sky)	Replace storm infrastructure on 12th from College to Sky Avenue.	Planned	2027				\$ 1,000,000.00			\$ 1,000,000.00	90% State TIB or State Ecology Grant.
SE Date Ave (8th to 11th)	5018	Low	SE Date (8th to 11th)	Stormwater Retrofit on SE Date from 8th to 11th.	Planned	2028					\$ 456,000.00		\$ 456,000.00	100% Stormwater Utility.
Total: Public Works Department - Stormwater														
Public Works Department - Streets														
							\$ 1,566,680.00	\$ 750,000.00	\$ 3,932,404.00	\$ 4,232,674.00	\$ 50,000.00	\$ 250,000.00	\$ 8,205,014.00	

Name of Project	Project ID	Prioritization	Project Location	Project Description	Status	Year Budgeted	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total Project Cost	How is project funded?	
Chipseal Program	6018	High	FY 2024 - Autumn Meadows Subdivision, Country Estates Subdivision, Sherburne Addition, and SW 10th (Birch to Date), NE Maple (C to Mahan Ct), SW 4th (Bade to College), NW Evans (B to City Limits), and SE Elm (150 S of 3rd to 3rd) FY 2025 - Highland Park Subdivision, E Whitman (Birch to 440 East of Birch), NW Destito Ct (Spagnuolo Ct to Cul de Sac), SW 12th (City Limits West of house 602 SW to College Avenue), SW Central Ave (Scenicview to 12th), SE Maple Avenue (S. of 107 SE Tamarack to N house #101), SE Scenicview Drive (house 1051 to 125 E of Falbo Drive), and Taumason Rd (Hwy 125 to Bliss Ln.) FY 2026 - NE C Street (Larch to Myra), Larch Avenue (C Street to State Route 125), SE Elm Street (4th to Dead End), Sherburne Addition, NE Decora Rd (C Street to Whitman Drive), SW 7th Street, SW 9th Street, SW Bade Avenue (4th to 8th), SW Evans Avenue (SW 6th to 8th) FY 2027 - Sunset Villa Subdivision, SE Ash Avenue (Whitman Drive to Fourth Street), and SW Davis Avenue (SW 6th to 8th Street)	Planned annual chip seal program	Budgeted	2024	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 600,000.00	100% REET 1 Fund
Block Resurfacing Program	6059	High	FY 2024 - SE Colter Pl, SE 10th (Birch to Date), NE Pinewood (A to Dead End), SE Birch (11th to 12th), and SW 8th (College to Bade) FY 2025 - SE Mockingbird (Larch to City Limits), SE Broadway (Mountainview to Scenicview), SE Birch (4th to 3rd), and SE 8th (Whispering Creek to Larch) FY 2026 - SE Mockingbird (Larch to Dead End), SE Highland Park North Leg FY 2027 - NE Dawson (Myra to Westfair), Country Estates Subdivision FY 2028 - NE Alden (Crisola to Troutdale), NW Evans (B to South of Elm), Sunset Villa Streets FY 2029 - SW Davis (6th to 4th), SE Highland Park South Leg and SE Dawn	Grind and overlay roadways. \$32,000 from REET 1. Remainder from Transportation Benefit District.	Budgeted	2024	\$ 200,034.47	\$ 267,345.00	\$ 202,126.56	\$ 286,791.12	\$ 441,542.88	\$ 329,184.00	\$ 1,727,024.03	First \$34,000 would be funded from REET 1 fund as in past, Remainder funded by Transportation Benefit District.	
Sidewalk College Place	6048	Medium	FY 2024 - SW 1st ST (Academy to Evans) Construction, NW B Street and NE Ash Engineering, SE 8th (College to Birch) Engineering FY 2025 - SE 8th (College to Birch) Construction, NW B Construction, NE Ash (Whitman to A Construction), SE 8th (Birch to Larch) engineering, SE Birch (2nd to 4th), (4th to 12th) engineering FY 2026 - SE 8th (Birch to Larch) construction, SW 2nd (Davis to Academy Way) engineering, SE Central (12th to Sunny engineering engineering, SE Birch (2nd to 4th) (4th to 12th) construction, SE Broadway (12th to Sunny) engineering, SE 2nd (Ash to Date) engineering FY 2028 - SE Broadway (12th to Sunny) construction, SE 2nd (Ash to Date) construction, SW Bade (12th to 13th) engineering, SW 13th (Bade to College) engineering FY 2029 - SW Bade (12th to 13th) construction, SW 13th (Bade to College construction), NE A Street (Ash to Tremont) engineering, NE Tremont (A to Whitman) engineering	Installation of six foot concrete sidewalk to fill gaps. Goal is one side of every public street has a sidewalk. The City will apply for CDBG funds and also allocate some TBD funds once approved toward whitling down list.	Budgeted	2024	\$ 429,375.68	\$ 715,921.16	\$ 459,859.80	\$ 820,655.60	\$ 488,354.60	\$ 365,297.40	\$ 3,279,464.24	In odd years (2025, 2027, and 2029) projects will be funded 90% CDBG or TIB/WSDOT Safe Routes and 10% Transportation Benefit District. In even years (2024, 2026,2027) projects would be funded 50% Transportation Benefit District, 50% WSDOT Safe Route or TIB	
Mojonnier Rd Reconstruction (Bluvue Ln to College Ave)	5006.2	High	Mojonnier Rd from Bluvue Ct to College Ave	Reconstruction of Mojonnier Rd from Bluvue Ct to College Ave. Right of Way acquisition in 2024. Bid out construction and start construction in later 2024. Includes installing water, sewer, storm, conduit underneath.	Budgeted	2024	\$ 2,473,000.00	\$ 5,448,000.00					\$ 7,921,000.00	31.6% Federal Appropriation, 12.2% Federal MPO Surface Transportation Money, 1.9% City Storm Utility, 54.3% City Tax Increment Financing District (TIF portion may be reduced if we get TIB grant).	
Crosswalk Improvements in front of CP Post Office	6058	High	500 S. College Avenue	Crosswalk improvements to include curb bump outs, Rapid Flashing Beacons, and more.	Budgeted	2024	\$ 158,389.00						\$ 158,389.00	94.6% WSDOT Ped and Bike Grant, 5.4% City Street Funds	
CP Downtown Parking Lot Project	6063	High	South College Avenue Corridor from 4th to 13th	Construct parking lot to encourage a dense mixed-use downtown that is walkable.	Budgeted	2024	\$ 400,000.00	\$ 1,000,000.00					\$ 1,400,000.00	100%- Tax Increment Financing	
Stone Creek Development Intersection Signalization on College Ave by CPHS	6035	Medium - Dependent on future development.	College Avenue, south side of College Place High School.	Installation of signals at College Ave and arterial for the Stone Creek Development	Budgeted	2024	\$ 125,000.00	\$ 1,045,437.00					\$ 1,170,437.00	50% Tax Increment Financing, 50% Charge back with Developer Impact Fees on Lakeside	
East-West Road to Connect to Lakeside and New School	6063	Medium - Dependent on future development.	East West Road south of Mojonnier	New East-West Road to connect College Avenue High School to Teal Rd and New School	Budgeted	2024	\$ 1,936,000.00	\$ 5,184,461.00					\$ 7,120,461.00	27.2% City TIF, 72.8% Developer Impact Fees	

Name of Project	Project ID	Prioritization	Project Location	Project Description	Status	Year Budgeted	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total Project Cost	How is project funded?
Northeast College Place Active Transportation Project	6014	High		NE Damson (Rose to Cargill). Street Lamps on NE Rose (Carey to Ash) every 360 feet.	Budgeted	2024	\$ 1,187,875.00	\$ 100,000.00	\$ 350,000.00				\$ 1,637,875.00	90.0% - TIB UAP Grant (Damson) and out of Call grant, 10.0% - City Streets Fund.
Public Works Yard Improvements				FY 2024: Facility Planning, FY 2028: Replace PM Yard with Generational Facility.	Budgeted									25% FEMA HMA Grt./homeland Security Grant, 10% Pw Power Rebates, 21.7% Water, 21.7% Storm
Autumn Meadows Road Improvements	6032	Medium	218 SE 4th St	Road and Sidewalk improvements per assumption of private infrastructure	Budgeted	2024	\$ 34,000.00							
Ash Street Traffic Realignment	6019	High		SE Ash (Whitman Drive to 2nd)	Budgeted	2024	\$ 219,656.00				\$ 6,000,000.00		\$ 6,034,000.00	Wastewater, 21.7% Storm
SE Lumpert Wall/Guardrail Issue	6065	Medium		Design and build guardrail above wall to improve safety.	Budgeted	2024	\$ 20,000.00						\$ 20,000.00	100.0% Street Improvement Fund.
Whitman & Home Depot/Commercial Intersection.	6066	Medium	SE Lumpert & College Intersection.		Budgeted	2024	\$ 50,000.00	\$ 200,000.00					\$ 250,000.00	100.0% Street Improvement Fund.
	6067	Medium	East Whitman Drive and first entrance to Home Depot and Commercial Development.	Remove pork chop and make it fully functional intersection. Maybe turn into traffic circle.	Budgeted	2024	\$ 30,000.00	\$ 195,000.00	\$ 1,380,000.00					FY 2024: Engineering 100.0% Street Improvement FY 2025: 90.0% TIB or Federal DOT Grant, 10.0% Street Improvement Fund
9th Street	6062	Low- Dependent on CDBG Grant Funds.	9th (College Ave to Alleyway)	Convert gravel road to pavement with curb and gutter.	Planned	2025		\$ 638,400.00					\$ 638,400.00	80 % via CDBG - General Purpose Grant, UID, or State Grant, 20.0% City Transportation Benefit District
Pedestrian signalization at Myra Rd & Garrison Village Way	6054	Low - Dependent on WSDOT Grant and Developers	Myra Rd at Garrison Village Way	Pedestrian crossing beacon with pedestrian refuge island so folks can get to Fort Walla Walla.	Planned	2025		\$ 600,000.00					\$ 600,000.00	Likely Scenario: 20% City of WW, 20% City of CP Street Fund, 30% Developer Contrib, 30% State Grant
Whitman Dr Multuse Path Completion	6006	Low	Whitman Drive between Davis and Academy.	Assemble right of way to complete gap in multi-use path between Evans and Academy Way.	Planned	2025		\$ 271,620.00	\$ 814,860.00				\$ 1,086,480.00	80.0% MPO STP Funds and/or State RCO, 20% Local Match
Larch Wall @ 5th	6064	Medium	SE Larch and Fifth Street	Remove portion of failing wall and replace.	Planned	2025		\$ 100,000.00					\$ 100,000.00	100.0% Street Improvement Fund.
NE Cedar Avenue ("A" to "C" Street)	6007.2	Low	NE Cedar Avenue from "A" to "C" Street	Resurface Cedar Avenue	Planned	2026			\$ 521,000.00				\$ 521,000.00	100.0% - Legislative Appropriation or 90% TIB Complete Street and 10.0% Street Fund
Whitman Dr Reconstruction	6043	Medium - Dependent upon Future Development	Whitman Drive & Maple Ave	Reconstruct roadway from Academy Way to Martin Airfield to Arterial Standards. Also, includes conversion of Academy & Whitman intersection to four way stop.	Planned	2027				\$ 1,048,616.70			\$ 1,048,616.70	50% Developer Fees, 50% State TIB or Public Works Trust Fund Grants
SE 12th Street (College to Sky)	6010.2	Low	SE 12th Street from College to Larch	Street grind and overlay with water and sewer improvements on SE 12th Street from College to Larch.	Planned	2027				\$ 1,086,150.00	\$ 4,344,600.00		\$ 5,430,750.00	90% TIB or MPO Funding, 10% Street Improvement Fund.
12th & Larch Intersection	6011	Low	The 12th and Larch Avenue Intersection.	Identify, design and construct preferred intersection configuration.	Planned	2028					\$ 2,181,990.00		\$ 2,181,990.00	50 % Local (City) funds from Street Improvement Fund (funded by the street fund) with 50% WSDOT or MPO Grant.
Larch & Whitman Intersection	6015	Low	Larch & Whitman Intersection	Intersections need to be improved for safe traffic.	Planned	2029					\$ 420,244.10		\$ 420,244.10	40% Developer Impact Fees, 40% WSDOT Safety Grants, 20% Street Improvement Fund
SE 12th Street (Larch to Myra)	6039	Low	SE 12th Street from Larch to Myra Rd.	Reconstruction of 12th Street from Myra Rd to Larch Ave. Engineering only in 2029	Planned	2029					\$ 737,853.14		\$ 737,853.14	90% TIB or MPO Funding, 10% Street Improvement Fund.
SE Dewey Dr	6022	Low	SE Dewey Drive.	Full street and sidewalk reconstruction on Dewey Drive to include water and sewer improvements.	Planned	2029							\$ 721,092.30	100% Street Improvement Fund
Total: Public Works Department - Streets							\$ 7,863,330.15	\$ 15,866,184.16	\$ 3,012,986.36	\$ 4,157,073.42	\$ 13,556,427.48	\$ 2,673,670.94	\$ 46,629,672.51	
Public Works Department - Wastewater (From Adopted Wastewater Plan)														

Name of Project	Project ID	Prioritization	Project Location	Project Description	Status	Year Budgeted	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total Project Cost	How is project funded?
WWTP Improvements - Implementation Phase 1:	7004	High - Mandated by our Wastewater Permit, also dependent on grants.	WWTP - 501 Owens Rd	WWTP Wastewater Treatment Plant Improvements:	Budgeted	2024	\$ 5,000,000.00		\$ 15,000,000.00				\$ 20,000,000.00	13.5% Federal Earmark Grant, 38.5% State Ecology Hardship Grant, 48.0% State Ecology Subsidized Loan/City Wastewater Fund
				Improvements (Whats shown) or we proceed with Reorganization if workable										
Life Station #5 Replacement	7019	High - Over Capacity and Tripping Hazard	SW 1st	Replace over capacity wastewater lift station. Engineering in FY 2022. Construction in FY 2023.	Budgeted	2024	\$ 4,000,000.00						\$ 4,000,000.00	50% - Ecology Grant, 50% - Ecology Subsidized Loan
Neighborhood Sewer Lining	7016	High	Across Community	Refer to Wastewater Fiscal Sustainability Plan for Period Phasing. Doing ten years worth of lining in one year thanks to Ecology funding.	Planned	2024	\$ 2,000,000.00						\$ 2,000,000.00	100.0% - State Ecology Financing (50% Grant, 50% Loan)
12th Street Wastewater Replacement Project	6010.3	Medium	12th Street from College to Sky	Wastewater replacement project below 12th Street project.	Planned	2028					\$ 237,005.00		\$ 237,005.00	100% Wastewater Capital
SE Birch (4th to 6th Sewer)		High	SE Birch (4th to 6th)	Wastewater Replacement Project under SE Birch Street	Planned	2026			\$ 200,000.00				\$ 200,000.00	90.0% Ecology Grant, 10.0% Wastewater Utility
Central Avenue Wastewater Line Project (SemiView to Valley)	7020	Low	Central Avenue from SemiView to Valley.	Install new sewer line to replace private line in corridor.	Planned	2027				\$ 455,942.00			\$ 455,942.00	100% Wastewater Capital
SE Dewey Dr Sewer		Low			Planned	2029						\$ 410,241.00	\$ 410,241.00	100% Wastewater Capital Reserve Fund
\$ 31,000,000.00 \$ - \$ 15,200,000.00 \$ 455,942.00 \$ 237,005.00 \$ 410,241.00 \$ 27,993,188.00														
Total: Public Works Department - Wastewater														
Public Works Department - Water (From Adopted Water Plan)														
Well #7 Development	8017	High	Teal Rd City Property.	Develop a fourth well with School District due to increased population.	Budgeted	2022	\$ 2,500,000.00	\$ 2,500,000.00					\$ 5,000,000.00	50.0% - Federal Appropriation, 25.0% - Water Utility, 25.0% - State DOH Grant or State Earmark
Western College Place Water Storage Tank Reservoir 4 (1,000,000 Gallons)	8018	High	Martin Airfield Area	Engineering and development of 1,000,000 water storage tank to serve all of west/southwest College Place.	Budgeted	2023	\$ 250,000.00						\$ 250,000.00	20.0% City Water Utility, 20.0% Federal Earmark, 20.0% State Earmark, Governors Budget, 20.0% Public Works Trust Fund/State CERB, 20.0% Developer Contribution
Reservoir 4 Transmission Main Project	8021	High	Mojonnier Rd	Transmission Main to connect tower to system.	Budgeted	2024	\$ 1,699,000.00						\$ 1,699,000.00	25.0% City Water Utility, 25.0% City TIF, 50.0% State Earmark.
Well #3 Electrical Generator	8024	Medium	Lampert & Larch	Electrical Generator at Well #3	Budgeted	2024	\$ 77,850.00	\$ 233,550.00					\$ 311,400.00	75% FEMA HMA Grant, 25% City Water Fund
Reservoir #1 Repaint, Overflow, and Seismic Retrofit	8020	High	Water Tank in Public Works Yard from College to Date.	Elevated water tower from 1947 needs to be repainted. Also, pursuing FEMA Resiliency Grant to conduct seismic upgrades.	Budgeted	2024	\$ 207,000.00	\$ 1,797,968.00					\$ 2,004,968.00	90.0% - State FEMA HMA, 10.0% - City Water Fund
High Priority Water Main Replacement Program	8011	High	Spots identified in Water System Plan - 2026 6th Street - 2025/2025 4th & 5th Date Design in 2025 and construction in 2026.	Replace water main and services	Budgeted	2025			\$ 1,150,000.00	\$ 100,000.00	\$ 450,000.00		\$ 1,800,000.00	100% Water Capital Reserve Fund.
NE Lambert 12" Water Replacement	8025	Medium	NE Lambert Street (Rose to C).	Replace decayed 12" line.	Planned	2026			\$ 317,000.00				\$ 317,000.00	100% Water Capital Reserve Fund.
SW 8th Street 8" Water Main Replacement	8026	Low	SW 8th (College to Baile)	Replace decayed line as cited in adopted City Water System Plan.	Planned	2027				\$ 10,000.00			\$ 10,000.00	100% Water Capital Reserve Fund.
SE 12th St (College to Larch) Water Infrastructure Replacement Project	6010.4	Medium - Dependent on Grant Funds	SE 12th Street from College to Larch Ave.	Replace water infrastructure under SE 12th St project.	Planned	2028					\$ 617,381.00		\$ 617,381.00	100% Water Capital Reserve Fund.
SE Robin 8" Water Main Replacement	8027	Low	SE Robin Drive - Country Estates	Replace decayed line as cited in adopted City Water System Plan.	Planned	2028					\$ 63,000.00		\$ 63,000.00	100% Water Capital Reserve Fund.
Dewey Drive Water	6022.2	Low	Dewey Drive	Replace Water main & services	Planned	2029						\$ 286,000.00	\$ 286,000.00	100% Water Capital Reserve Fund.
Total: Public Works Department - Water														
Grand Total: All Capital Facility Projects														
							\$ 4,733,850.00	\$ 4,631,518.00	\$ 16,467,000.00	\$ 110,000.00	\$ 1,130,381.00	\$ 286,000.00	\$ 27,958,749.00	
							\$ 33,175,608.15	\$ 26,756,650.16	\$ 59,237,533.36	\$ 10,319,958.42	\$ 15,529,743.48	\$ 3,619,911.94	\$ 148,639,405.51	



City of College Place, Washington
RESOLUTION NO. 24-027

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
SUPPORTING GRANT APPLICATION TO THE FEDERAL HIGHWAY ADMINISTRATION ACTIVE
TRANSPORTATION INFRASTRUCTURE INVESTMENT PROGRAM (ATIIP) FOR SE 12TH STREET
(COLLEGE AVE TO MYRA RD) ENGINEERING**

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

Whereas, a six-year Capital Facility Plan detailing needed municipal infrastructure investments was adopted by City Council via Ordinance #23-014 during the November 28th, 2023 City Council meeting; and

Whereas, SE 12th Street is a project listed within the FY 2024 to 2029 Capital Facility Plan; and

Whereas, the Federal Highway Administration has a Active Transportation Infrastructure Investment Program (ATIIP) that funds such projects; and

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

- 1.** Authorizes and supports grant application into the Federal Highway Administration Active Transportation Infrastructure Investment Program (ATIIP) for SE 12th Street (College Avenue to Myra Rd) and authorizes City Administrator to sign necessary 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.

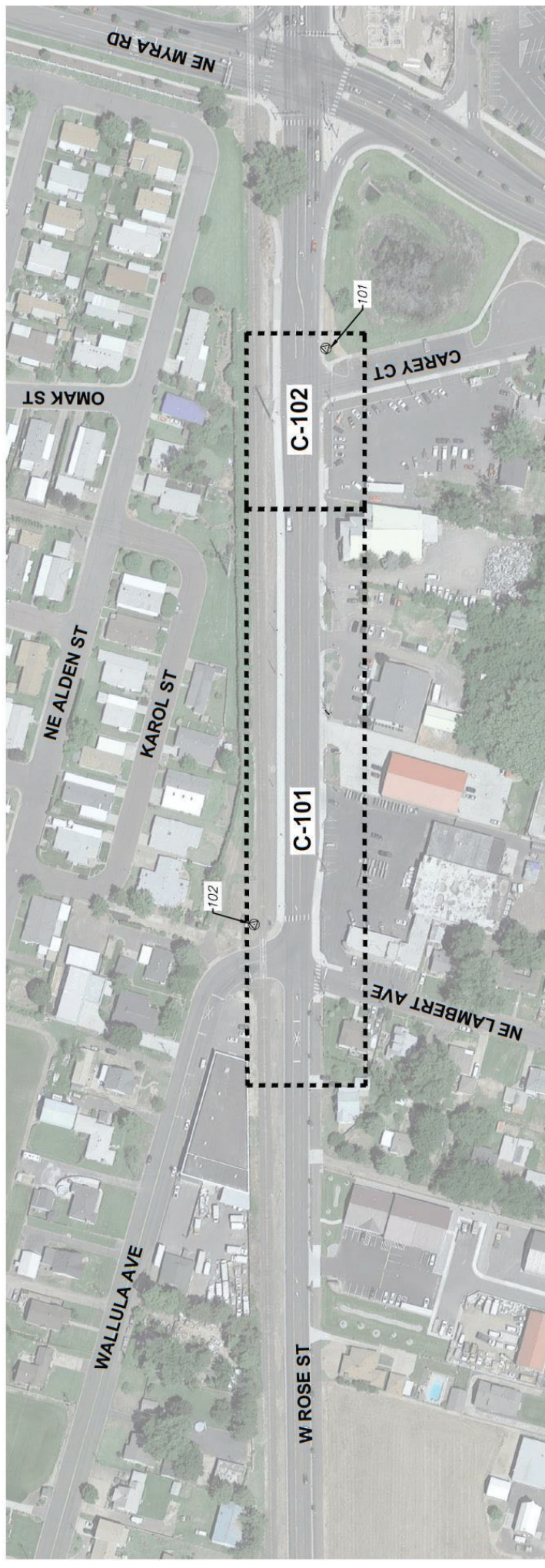
Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 23rd day of April, 2024.

Attest:

Norma L. Hernández, Mayor

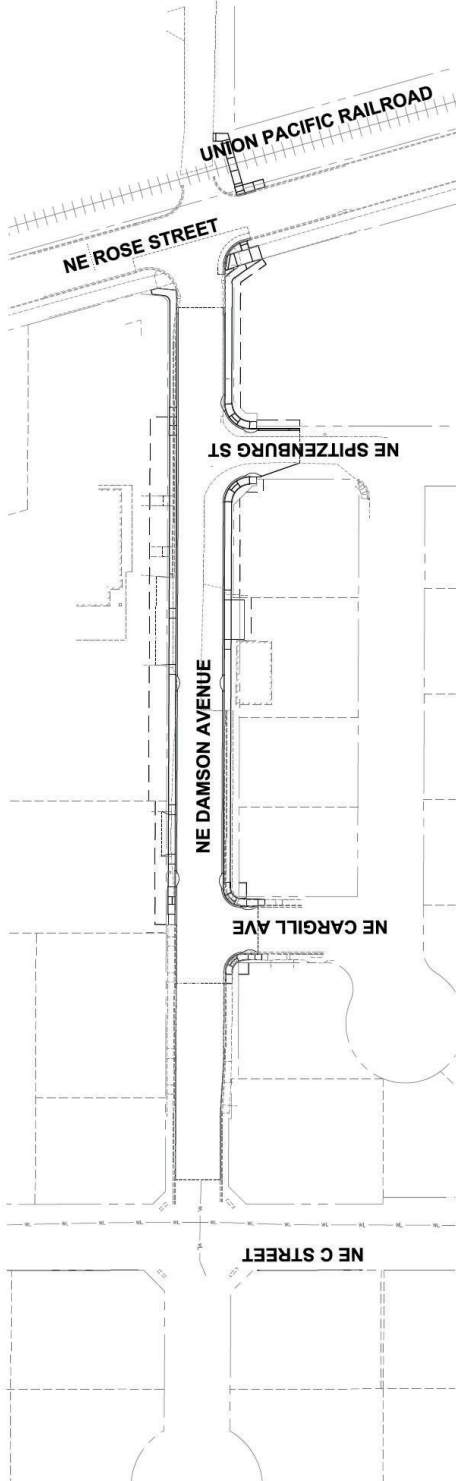
Sherri St. Clair, City Clerk



CITY OF COLLEGE PLACE

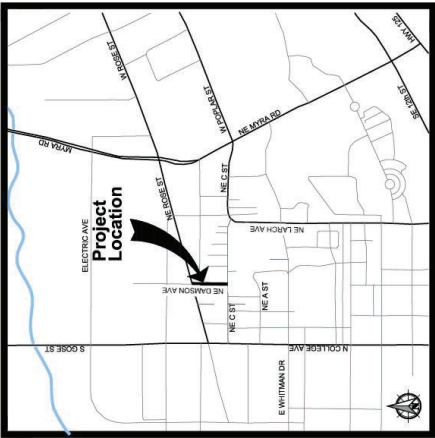
DAMSON AVENUE RECONSTRUCTION PROJECT

PLANS FOR THE CONSTRUCTION OF
ROADWAY, SIDEWALK, STORM DRAINAGE, SANITARY SEWER, WATER & SIGNING



Sheet Index	
Sheet Number	Sheet ID
1	G01
2	G02
3	RS01
4	RS02

Description	
COVER SHEET	
MASTER LEGEND & GENERAL NOTES	
DAMSON AVENUE TYPICAL SECTIONS	
GEOMETRIC LAYOUT & CONTROL PLAN &	



VICINITY MAP
NOT TO SCALE

CITY OF COLLEGE PLACE
APPROVED BY CITY OF COLLEGE PLACE
DATE

PACIFIC POWER:	UTILITY APPROVAL
COLUMBIA REA:	
CASCADE NATURAL GAS:	
LUMEN:	
CHARTER COMMUNICATIONS:	
POCKET-H-NET:	
NOANET:	
GREEN TANK IRRIGATION:	



April 23, 2024

Robert McAndrews – Public Works Director
City of College Place
625 S. College Avenue
College Place, WA 99324

Via email: rmcandrews@cpwa.us

Regarding: Letter of Recommendation for Award with Corrected Sales Tax
Damson and Rose
College Place, WA
Project Damson and Rose; TIB # 8-4-177(010)-1

Dear Robert:

Two bids were received for the NE Damson Ave. Reconstruction and NE Rose Street Roadway Re-Channelization project and opened and read aloud at 11:00 am April 11, 2024 at 625 S. College Avenue, College Place, WA 99324.

The two bids received were from Eastern Oregon Contracting LLC and Nelson Construction, Corp.

After the bid opening, PBS reviewed the bids. There were errors in Eastern Oregon Contracting LLC's calculations, the errors were in the summation of Schedule 1 and in the calculation for the sales tax in the Add Alternate schedule. There were no errors in Eastern Oregon Contracting LLC's total price calculations for each bid item. PBS corrected Eastern Oregon Contracting LLC's summation and tax calculation errors. There were no errors in Nelson Construction, Corp.'s calculations.

Post bid opening, PBS corrected the sales tax rate from 8.9% as stated in the bid proposal to 8.8%, the actual sales tax rate. This does not have a bearing on the identification of the low bidder. The correct sales tax rate is incorporated into the bid values listed below.

The value of the two bids and the Engineer's Estimate are:

- Eastern Oregon Contracting LLC - \$1,883,222.50
- Nelson Construction, Corp. - \$ 1,907,976.65
- Engineer's Estimate - \$1,437,879.89

The low bid is \$445,342.61, 31%, above the Engineer's Estimate.

Upon reviewing the bid proposal package provided by Eastern Oregon Contracting LLC for irregularities per Special Provision 1-02.13, Irregular Proposals, PBS recommends that the City of College Place award the Damson and Rose project, Schedules 1, 2A and 2B, to Eastern Oregon Contracting LLC. PBS recommends awarding the Add Alternate to Eastern Oregon Contracting LLC contingent upon receiving the agreement with the rail road for work within their right-of-way.

Robert McAndrews, City of College Place
Recommendation for Award W/Corrected Sales Tax Rate
April 23, 2024
Page 2 of 2

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

cc: file

Attachment(s): Bid Tabulations – NE Damson Avenue Reconstruction And NE Rose Street Roadway Re-Channelization Project.

City of College Place											
NE Damson Avenue Reconstruction And NE Rose Street Roadway Re-Channelization Project											
Bid Tabulations Prepared by PBS Unless Noted Otherwise											
April 23, 2024											
Schedule 1 Rose Street Roadway Re-Channelization 2024											
				Estimate Prepared by Anderson Perry And Associates							
				Engineer's Estimate				Eastern Oregon Contracting LLC			
								Nelson Construction, Corp.			
Item No.	WSDOT Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	1-09.7	Mobilization	1	LS	\$ 15,000.00	\$ 15,000	\$ 25,000.00	\$ 25,000.00	\$ 35,930.00	\$ 35,930.00	
2	1-07.15(1)	SPCC Plan	1	LS	\$ 500.00	\$ 500	\$ 2,500.00	\$ 2,500.00	\$ 1,610.00	\$ 1,610.00	
3	1-10	Project Temporary Traffic Control	1	LS	\$ 15,000.00	\$ 15,000	\$ 24,000.00	\$ 24,000.00	\$ 19,830.00	\$ 19,830.00	
4	2-02*	Removal of Structures and Obstructions	1	LS	\$ 5,000.00	\$ 5,000	\$ 17,500.00	\$ 17,500.00	\$ 6,740.00	\$ 6,740.00	
5	2-02*	Removal of Cement Conc. Curb & Gutter	200	LF	\$ 6.00	\$ 1,200	\$ 14.25	\$ 2,850.00	\$ 16.00	\$ 3,200.00	
6	2-02*	Removal of Cement Conc. Sidewalks and Driveways	250	SY	\$ 11.00	\$ 2,750	\$ 85.00	\$ 21,250.00	\$ 20.00	\$ 5,000.00	
7	2-11	Trimming and Cleanup	1	LS	\$ 1,500.00	\$ 1,500	\$ 10,000.00	\$ 10,000.00	\$ 6,710.00	\$ 6,710.00	
8	5-04*	Pavement Repair	160	SY	\$ 70.00	\$ 11,200	\$ 38.33	\$ 6,132.80	\$ 187.00	\$ 29,920.00	
9	8-04*	Cement Conc. Traffic Curb & Gutter	200	LF	\$ 50.00	\$ 10,000	\$ 36.23	\$ 7,246.00	\$ 85.00	\$ 17,000.00	
10	8-04*	Cement Conc. Traffic Curb	90	LF	\$ 60.00	\$ 5,400	\$ 20.64	\$ 1,857.60	\$ 53.00	\$ 4,770.00	
11	8-06*	Cement Conc. Driveway Type Commercial	50	SY	\$ 90.00	\$ 4,500	\$ 101.12	\$ 5,056.00	\$ 200.00	\$ 10,000.00	
12	8-14*	Cement Conc. Sidewalk	230	SY	\$ 80.00	\$ 18,400	\$ 53.92	\$ 12,401.60	\$ 91.00	\$ 20,930.00	
13	8-14*	Cement Conc. Sidewalk Ramp Type A	1	EA	\$ 2,500.00	\$ 2,500	\$ 3,500.00	\$ 3,500.00	\$ 2,950.00	\$ 2,950.00	
14	8-14*	Cement Conc. Sidewalk Ramp Type B	1	EA	\$ 2,500.00	\$ 2,500	\$ 3,500.00	\$ 3,500.00	\$ 2,920.00	\$ 2,920.00	
15	8-14*	Bicycle Ramp	2	EA	\$ 1,500.00	\$ 3,000	\$ 849.64	\$ 1,699.28	\$ 980.00	\$ 1,960.00	
16	8-20*	RRFB System, W. Rose Street/NE Lambert Avenue	1	LS	\$ 80,000.00	\$ 80,000	\$ 31,960.00	\$ 31,960.00	\$ 101,700.00	\$ 101,700.00	
17	8-21	Permanent Signing	1	LS	\$ 11,500.00	\$ 11,500	\$ 21,500.00	\$ 21,500.00	\$ 35,550.00	\$ 35,550.00	
18	8-22	Paint Line	2300	LF	\$ 2.00	\$ 4,600	\$ 3.00	\$ 6,900.00	\$ 1.00	\$ 2,300.00	
19	8-22	Painted Wide Lane Line	900	LF	\$ 3.00	\$ 2,700	\$ 5.00	\$ 4,500.00	\$ 2.25	\$ 2,025.00	
20	8-22	Painted Traffic Arrow	2	EA	\$ 300.00	\$ 600	\$ 65.00	\$ 130.00	\$ 650.00	\$ 1,300.00	
21	8-22	Painted Crosswalk Line	540	SF	\$ 8.00	\$ 4,320	\$ 20.00	\$ 10,800.00	\$ 25.00	\$ 13,500.00	
22	8-22	Painted Stop Line	20	LF	\$ 5.00	\$ 100	\$ 35.00	\$ 700.00	\$ 25.00	\$ 500.00	
23	8-22	Painted Bicycle Lane Symbol	2	EA	\$ 300.00	\$ 600	\$ 200.00	\$ 400.00	\$ 430.00	\$ 860.00	
24	8-22*	Painted Green Bicycle Conflict Area	360	SF	\$ 10.00	\$ 3,600	\$ 35.00	\$ 12,600.00	\$ 31.00	\$ 11,160.00	
25	8-22*	Remove Existing Striping & Symbols	1	LS	\$ 15,000.00	\$ 15,000	\$ 9,500.00	\$ 9,500.00	\$ 5,560.00	\$ 5,560.00	
26	8-23	Temporary Pavement Marking, Short Duration	1450	LS	\$ 1.00	\$ 1,450	\$ 3.00	\$ 4,350.00	\$ 0.70	\$ 1,015.00	
* Denotes Non-Standard Bid Item					CONSTRUCTION SUBTOTAL - SCHEDULE 1		\$222,920.00		\$247,833.28		
					SALES TAX SCHEDULE 1 (@8.8%)		\$19,616.96		\$21,809.33		
					CONSTRUCTION TOTAL - SCHEDULE 1		\$242,536.96		\$269,642.61		

City of College Place

NE Damson Avenue Reconstruction And NE Rose Street Roadway Re-Channelization Project
 Bid Tabulations Prepared by PBS Unless Noted Otherwise
 April 23, 2024

Schedule 2A									
Schedule 2A Was Prepared by PBS					Engineer's Estimate				
					Eastern Oregon Contracting LLC				
Item No.	WSDOT Spec. No.	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total Price	Total Price
27	1-04.4(1)	Minor Change (Set at \$25,000)	1	CALC	\$ 25,000.00	\$ 25,000	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
28	1-05.4	Roadway Surveying	1	LS	\$ 15,000.00	\$ 15,000	\$ 25,000.00	\$ 25,000.00	\$ 20,800.00
29	1-05.18	Record Drawings (Minimum Bid \$3,500)	1	LS	\$ 3,500.00	\$ 3,500	\$ 8,500.00	\$ 8,500.00	\$ 3,500.00
30	1-07.15(1)	SPCC Plan	1	LS	\$ 1,000.00	\$ 1,000	\$ 1,500.00	\$ 1,500.00	\$ 1,610.00
31	1-09.7	Mobilization	1	LS	\$ 96,000.00	\$ 96,000	\$ 25,000.00	\$ 25,000.00	\$ 5,390.00
32	1-10*	Project Temporary Traffic Control	1	LS	\$ 25,000.00	\$ 25,000	\$ 22,000.00	\$ 22,000.00	\$ 97,740.00
33	2-01.5	Roadside Cleanup	1	EST	\$ 5,000.00	\$ 5,000	\$ 15,000.00	\$ 15,000.00	\$ 1,070.00
34	2-02*	Removal of Structures and Obstructions	1	LS	\$ 25,000.00	\$ 25,000	\$ 35,000.00	\$ 35,000.00	\$ 9,630.00
35	2-02*	Removal of Cement Conc. Traffic Curb and Gutter	470	LF	\$ 9.00	\$ 4,230	\$ 14.25	\$ 6,697.50	\$ 17.00
36	2-02*	Removal of Cement Conc. Sidewalk & Driveway	150	SY	\$ 38.00	\$ 5,700	\$ 85.00	\$ 12,750.00	\$ 44.00
37	2-02*	Removal of Asphalt Conc. Driveway	100	SY	\$ 25.00	\$ 2,500	\$ 95.00	\$ 9,500.00	\$ 37.00
38	2-05*	Removing Manhole	2	EA	\$ 1,500.00	\$ 3,000	\$ 3,500.00	\$ 7,000.00	\$ 5,340.00
39	2-03	Roadway Excavation Incl. Haul	3620	CY	\$ 35.00	\$ 126,700	\$ 36.00	\$ 130,320.00	\$ 30.00
40	2-03.3(14)E	Unstable Foundation Excavation, Incl. Haul	580	CY	\$ 40.00	\$ 23,200	\$ 65.00	\$ 37,700.00	\$ 26.00
41	2-11	Trimming and Cleanup	1	LS	\$ 5,000.00	\$ 5,000	\$ 12,000.00	\$ 12,000.00	\$ 9,770.00
42	4-04	Crushed Surfacing Base Course	1290	TON	\$ 30.00	\$ 38,700	\$ 38.00	\$ 49,020.00	\$ 38.00
43	5-04	HMA CL 1/2 In. PG 64-28	520	TON	\$ 120.00	\$ 62,400	\$ 155.25	\$ 80,730.00	\$ 167.00
44	5-04	HMA for Approach CL 1/2 In. PG 64-28	24	TON	\$ 130.00	\$ 3,176	\$ 172.50	\$ 4,140.00	\$ 410.00
45	5-04	Planing Bituminous Pavement	840	SY	\$ 20.00	\$ 16,800	\$ 17.06	\$ 14,330.40	\$ 15.00
46	5-04*	Cement Concrete Pavement for Approach	19	SY	\$ 90.00	\$ 1,720	\$ 220.00	\$ 4,180.00	\$ 300.00
47	7-04*	Corrugated Polyethylene Storm Sewer Pipe, 10 In. Diam.	185	LF	\$ 90.00	\$ 16,650	\$ 166.24	\$ 30,754.40	\$ 164.00
48	7-04*	Corrugated Polyethylene Storm Sewer Pipe, 12 In. Diam.	45	LF	\$ 95.00	\$ 4,275	\$ 169.19	\$ 7,613.55	\$ 210.00
49	7-04*	Corrugated Polyethylene Storm Sewer Pipe, 24 In. Diam.	495	LF	\$ 125.00	\$ 61,875	\$ 200.46	\$ 99,227.70	\$ 167.00
50	7-05	Abandon Existing Manhole	1	EA	\$ 400.00	\$ 400	\$ 3,500.00	\$ 3,500.00	\$ 3,380.00
51	7-05*	Curb Inlet	9	EA	\$ 2,500.00	\$ 22,500	\$ 3,200.00	\$ 28,800.00	\$ 3,410.00
52	7-05*	Manhole, 48 In. Diam. Type 3	4	EA	\$ 4,500.00	\$ 18,000	\$ 12,000.00	\$ 48,000.00	\$ 6,140.00
53	7-05*	Modified Manhole, 48 In. Diam.	2	EA	\$ 5,000.00	\$ 10,000	\$ 15,000.00	\$ 30,000.00	\$ 5,910.00
54	7-05*	Manhole, 60 In. Diam. Type 3	1	EA	\$ 6,000.00	\$ 6,000	\$ 15,000.00	\$ 15,000.00	\$ 7,850.00
55	7-05	Connection To Drainage Structure	1	EA	\$ 2,000.00	\$ 2,000	\$ 4,500.00	\$ 4,500.00	\$ 570.00
56	7-08*	Trench Safety System	725	LF	\$ 8.00	\$ 5,800	\$ 34.00	\$ 24,650.00	\$ 6.00
57	7-12*	Adjust Valve Box	6	EA	\$ 500.00	\$ 3,000	\$ 600.00	\$ 3,600.00	\$ 610.00
58	8-01*	Erosion/Water Pollution Control (Force Account \$10,000)	FA	FA	\$ 10,000.00	\$ 10,000	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
59	8-01*	Project Erosion and Dust Control	1	LS	\$ 7,500.00	\$ 7,500	\$ 15,200.00	\$ 15,200.00	\$ 26,460.00
60	8-01	ESC Lead	20	DAY	\$ 100.00	\$ 2,000	\$ 200.00	\$ 4,000.00	\$ 107.00
61	8-01	Compost Sock	460	LF	\$ 4.00	\$ 1,840	\$ 9.50	\$ 4,370.00	\$ 11.00
62	8-01	Stabilized Construction Entrance	170	SY	\$ 20.00	\$ 3,400	\$ 33.75	\$ 5,737.50	\$ 27.00
63	8-01	Inlet Protection	15	EA	\$ 100.00	\$ 1,500	\$ 150.00	\$ 2,250.00	\$ 52.00
64	8-02*	Topsoil, Type A	20	CY	\$ 85.00	\$ 1,700	\$ 250.00	\$ 5,000.00	\$ 62.00
65	8-02	Sod Installation	180	SY	\$ 20.00	\$ 3,600	\$ 16.00	\$ 2,880.00	\$ 37.00

City of College Place															
NE Damson Avenue Reconstruction And NE Rose Street Roadway Re-Channelization Project															
Bid Tabulations Prepared by PBS Unless Noted Otherwise															
April 23, 2024															
Schedule 2A Cont.															
				Engineer's Estimate				Eastern Oregon Contracting LLC				Nelson Construction, Corp.			
Item No.	WSDOT Spec. No.	Description	Estimated Quantity		Unit	Unit Price	Total	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price		
66	8-02*	Landscape Restoration (Force Account \$2,500)	FA	FA		\$ 2,500.00	\$ 2,500	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		
67	8-02*	Tree Removal, Pruning, Cleaning and Raising	1	LS		\$ 3,000.00	\$ 3,000	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00		
68	8-03*	Irrigation Restoration (Force Account \$5,000)	FA	FA		\$ 5,000.00	\$ 5,000	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		
69	8-04*	Cement Conc. Traffic Curb and Gutter	1052	LF		\$ 45.00	\$ 47,340	\$ 38.65	\$ 40,659.80	\$ 70.00	\$ 73,640.00	\$ 70.00	\$ 73,640.00		
70	8-04*	Cement Conc. Pedestrian Curb	182	LF		\$ 40.00	\$ 7,280	\$ 24.11	\$ 4,388.02	\$ 50.00	\$ 9,100.00	\$ 50.00	\$ 9,100.00		
71	8-13	Adjust Monument Case and Cover	3	EA		\$ 500.00	\$ 1,500	\$ 500.00	\$ 1,500.00	\$ 770.00	\$ 2,310.00	\$ 770.00	\$ 2,310.00		
72	8-14*	Cement Conc. Sidewalk	430	SY		\$ 85.00	\$ 36,550	\$ 56.70	\$ 24,381.00	\$ 132.00	\$ 56,760.00	\$ 132.00	\$ 56,760.00		
73	8-14*	Cement Conc. Sidewalk Ramp Type A	7	EA		\$ 3,000.00	\$ 21,000	\$ 3,000.00	\$ 3,000.00	\$ 3,290.00	\$ 23,030.00	\$ 3,290.00	\$ 23,030.00		
74	8-14*	Cement Conc. Sidewalk Ramp Type B	1	EA		\$ 3,500.00	\$ 3,500	\$ 3,000.00	\$ 3,000.00	\$ 3,790.00	\$ 3,790.00	\$ 3,790.00	\$ 3,790.00		
75	8-14*	Cement Conc. Sidewalk Ramp Type C	1	EA		\$ 3,000.00	\$ 3,000	\$ 3,000.00	\$ 3,000.00	\$ 4,490.00	\$ 4,490.00	\$ 4,490.00	\$ 4,490.00		
76	8-14*	Cement Conc. Driveway Entrance	53	SY		\$ 95.00	\$ 5,035	\$ 37.73	\$ 1,999.69	\$ 187.00	\$ 9,911.00	\$ 187.00	\$ 9,911.00		
77	8-14*	Cement Conc. Driveway Entrance - Commercial	25	SY		\$ 95.00	\$ 2,375	\$ 110.00	\$ 2,750.00	\$ 220.00	\$ 5,500.00	\$ 220.00	\$ 5,500.00		
78	8-18*	Mailbox Support	2	EA		\$ 450.00	\$ 900	\$ 1,200.00	\$ 2,400.00	\$ 690.00	\$ 1,380.00	\$ 690.00	\$ 1,380.00		
79	8-22	Permanent Signing	1	LS		\$ 6,500.00	\$ 6,500	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		
80	8-22	Painted Crosswalk Line		SF		\$ 8.00	\$ 8,704	\$ 5.00	\$ 5,440.00	\$ 25.00	\$ 27,200.00	\$ 25.00	\$ 27,200.00		
81	8-22	Painted Railroad Crossing Symbol	1	EA		\$ 2,000.00	\$ 2,000	\$ 200.00	\$ 200.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00		
* Denotes Non-Standard Bid Item							CONSTRUCTION SUBTOTAL - SCHEDULE 2A		\$996,669.56				\$1,018,256.00		
							SALES TAX SCHEDULE 2A (@8.8%)		\$87,706.92				\$89,606.53		
							CONSTRUCTION TOTAL - SCHEDULE 2A		\$1,084,376.48				\$1,107,862.53		

City of College Place NE Damson Avenue Reconstruction And NE Rose Street Roadway Re-Channelization Project Bid Tabulations Prepared by PBS Unless Noted Otherwise April 23, 2024									
Schedule 2B									
Schedule 2B Was Prepared by PBS				Engineer's Estimate			Eastern Oregon Contracting LLC		
Item No.	WSDOT Spec. No.	Description	Quantity	Unit Price	Total		Unit Price	Total Price	Nelson Construction, Corp.
									Unit Price Total Price
Sanitary Sewer									
82	7-02*	Removing Manhole	2	EA	\$ 3,000		\$ 3,500.00	\$ 7,000.00	\$ 2,670.00 \$ 5,340.00
83	7-05	Abandon Existing Manhole	1	EA	\$ 400		\$ 3,500.00	\$ 3,500.00	\$ 3,380.00 \$ 3,380.00
84	7-05	Manhole 48 In. Diam. Type 3	1	EA	\$ 4,500		\$ 12,000.00	\$ 12,000.00	\$ 7,560.00 \$ 7,560.00
85	7-05*	Modified Manhole, 48 In. Diam.	2	EA	\$ 10,000		\$ 14,000.00	\$ 28,000.00	\$ 7,000.00 \$ 14,000.00
86	7-05	Adjust Manhole	1	EA	\$ 2,500		\$ 1,200.00	\$ 1,200.00	\$ 1,220.00 \$ 1,220.00
87	7-08*	Trench Safety System	606	LF	\$ 4,848		\$ 15.00	\$ 9,090.00	\$ 6.00 \$ 3,636.00
88	7-08	Removal and Replacement of Unsuitable Material	0	CY	\$ -		\$ 2,000.00	\$ -	\$ - \$ -
89	7-05*	Connection to Sanitary Structure	2	EA	\$ 3,200		\$ 2,500.00	\$ 5,000.00	\$ 1,070.00 \$ 2,140.00
90	7-17*	PVC Sanitary Sewer Lateral 4 In. Diam.	105	LF	\$ 5,775		\$ 178.05	\$ 18,695.25	\$ 72.00 \$ 7,560.00
91	7-17*	PVC Sanitary Sewer Lateral 8 In. Diam.	17	LF	\$ 1,275		\$ 241.33	\$ 4,102.61	\$ 160.00 \$ 2,720.00
92	7-17*	PVC Sanitary Sewer Pipe 10 In. Diam.	43	LF	\$ 3,870		\$ 179.09	\$ 7,700.87	\$ 144.00 \$ 6,192.00
93	7-17*	PVC Sanitary Sewer Pipe 12 In. Diam.	441	LF	\$ 41,895		\$ 182.17	\$ 80,336.97	\$ 134.00 \$ 59,094.00
Water									
94	7-08	Removal and Replacement of Unsuitable Material	40	CY	\$ 1,600		\$ 200.00	\$ 8,000.00	\$ 148.00 \$ 5,920.00
95	7-09	Ductile Iron Pipe for Water Main 6 In. Diam.	10	LF	\$ 650		\$ 997.27	\$ 9,972.70	\$ 830.00 \$ 8,300.00
96	7-09	Ductile Iron Pipe for Water Main 8 In. Diam.	700	LF	\$ 56,000		\$ 212.70	\$ 148,890.00	\$ 169.00 \$ 118,300.00
97	7-15*	Service Connection 1 In. Diam.	2	EA	\$ 4,000		\$ 9,929.76	\$ 19,859.52	\$ 1,160.00 \$ 2,320.00
98	7-15*	Service Connection 1-1/4 In. Diam.	1	EA	\$ 3,000		\$ 10,280.64	\$ 10,280.64	\$ 2,540.00 \$ 2,540.00
99	7-15*	Service Connection 1-1/2 In. Diam.	1	EA	\$ 3,500		\$ 8,500.00	\$ 8,500.00	\$ 1,940.00 \$ 1,940.00
100	7-09*	Connect to Existing Water Main	3	EA	\$ 3,000		\$ 3,093.89	\$ 9,281.67	\$ 3,790.00 \$ 11,370.00
101	7-09*	Plugging Existing Pipe	2	EA	\$ 400.00		\$ 2,500.00	\$ 5,000.00	\$ 1,960.00 \$ 3,920.00
PRE-TAX CONSTRUCTION SUBTOTAL - SCHEDULE 2B					\$153,813.00			\$396,410.23	\$267,452.00
* Denotes Non-Standard Bid Item					SALES TAX SCHEDULE 2B (@8.8%)			\$34,884.10	\$23,635.78
					CONSTRUCTION TOTAL - SCHEDULE 2B			\$431,294.33	\$290,987.78
Add Alternate - NE Rose St. and NE Damson Ave. Intersection RRFB									
Add Alternate Was Prepared by PBS				Engineer's Estimate			Eastern Oregon Contracting LLC		
Item No.	WSDOT Spec. No.	Description	Quantity	Unit Price	Total		Unit Price	Total Price	Nelson Construction, Corp.
									Unit Price Total Price
102	2-02*	Removal of Cement Conc. Traffic Curb and Gutter	15	LF	\$ 8.00	\$ 120	\$ 25.00	\$ 375.00	\$ 51.00 \$ 765.00
103	8-04*	Cement Conc. Traffic Curb and Gutter	15	LF	\$ 50.00	\$ 750	\$ 61.00	\$ 915.00	\$ 152.00 \$ 2,280.00
104	8-04*	Cement Conc. Pedestrian Curb	70	LF	\$ 40.00	\$ 2,800	\$ 50.00	\$ 3,500.00	\$ 260.00 \$ 1,820.00
105	8-12*	Wire Fence Type 1	60	LF	\$ 60.00	\$ 3,600	\$ 65.00	\$ 3,900.00	\$ 56.00 \$ 3,360.00
106	8-14*	Cement Conc. Sidewalk	332	SY	\$ 85.00	\$ 28,220	\$ 0.03	\$ 9.96	\$ 123.00 \$ 40,836.00
107	8-14*	Cement Conc. Sidewalk Ramp Type A	1	EA	\$ 2,500.00	\$ 2,500	\$ 7,500.00	\$ 7,500.00	\$ 4,110.00 \$ 4,110.00
108	8-14	Detectable Warning Surface	36	SF	\$ 1,440	\$ 51,840	\$ 35.00	\$ 1,260.00	\$ 51.00 \$ 1,836.00
109	8-20*	RRFB System - NE Rose Street and NE Damson Avenue	1	LS	\$ 80,000.00	\$ 80,000	\$ 75,000.00	\$ 75,000.00	\$ 64,600.00 \$ 64,600.00
110	8-22	Painted Crosswalk Line	136	SF	\$ 8.00	\$ 1,088	\$ 5.00	\$ 680.00	\$ 25.00 \$ 3,400.00
* Denotes Non-Standard Bid Item					ADD ALTERNATE SUBTOTAL			\$89,989.96	\$123,007.00
					SALES TAX SCHEDULE Add Alternate (@8.8%)			\$7,919.12	\$10,824.62
					CONSTRUCTION TOTAL - ADD ALTERNATE			\$97,909.08	\$133,831.62

City of College Place NE Damson Avenue Reconstruction And NE Rose Street Roadway Re-Channelization Project Bid Tabulations Prepared by PBS Unless Noted Otherwise April 23, 2024				
Engineer's Estimate		Eastern Oregon Contracting LLC		Nelson Construction, Corp.
CONSTRUCTION SUBTOTAL - SCHEDULE 1 (TAX INCLUDED)		\$242,536.96		\$375,294.72
CONSTRUCTION SUBTOTAL - SCHEDULE 2A AND 2B (TAX INCLUDED)		\$1,066,961.11		\$1,398,850.31
CONSTRUCTION SUBTOTAL - ADD ALTERNATIVE (TAX INCLUDED)		\$128,381.82		\$133,831.62
CONSTRUCTION TOTAL - SCHEDULE 1, 2A, 2B, AND ADD ALTERNATIVE (TAX INCLUDED)		\$1,437,879.89		\$1,907,976.65

Yellow highlight indicates corrected value based upon Unit Price and/or Sales Tax calculation

Blue highlight indicates cells corrected for the change in sales tax rate from 8.9% as listed in the bid proposal to 8.8%



April 23, 2023

**GUNNERSON CONSULTING AND COMMUNICATION SITE SERVICES, LLC
SERVICES AGREEMENT**

By this Services Agreement, effective as of the last date on which this Agreement is executed by both parties (the "Effective Date"), Gunnerson Consulting and Communication Site Services, LLC ("GCCSS") and Customer, as identified below, agree that GCCSS will provide services to Customer, subject to the following, the attached Services Agreement Terms and Conditions, and the applicable Schedule (collectively "the Agreement"):

Services: GCCSS is experienced in the cellular communications industry and assists its customers in their negotiations with cellular communications carriers and related services providers regarding the placement, construction and maintenance of cellular communications towers, related leases and agreements. Specific Services to be provided by GCCSS to Customer are identified in one or more "Schedule(s)" to this Agreement, entered into by the parties from time-to-time (the "Services").

Compensation: For each individual project, unless otherwise specified in an applicable Schedule, Customer shall pay the greater of the following to GCCSS as consideration for the Services: (a) the "Net" of the hourly service fees accrued and charged by GCCSS based on GCCSS's then-applicable standard hourly rates ("**GCCSS Hourly Fees**") or (b) a "**Negotiation Fee**." A Negotiation Fee will be charged only in those circumstances where the Customer realizes a gain in site-related revenue due to the Services, and it shall be calculated as follows: (i) One times (1x) the annual gain in recurring site-related revenue (e.g., 1x the increase in annual rent), if any, and (ii) twenty percent (20%) of any one-time site-related revenues (e.g., 20% of a signing bonus, utility reimbursement, tax recoupment, etc.), if any. Notwithstanding the above, Customers shall be billed monthly for GCCSS Hourly Fees during the course of any project and Customer's payment of the GCCSS Hourly Fees shall be in accordance with Section 4 of the attached Terms and Conditions. All GCCSS Hourly Fees already paid by Customer to GCCSS for a particular project shall be credited against the Negotiation Fee when the Negotiation Fee exceeds the GCCSS Hourly Fees and is owed. Third-Party expenses (e.g., attorney fees, structural engineering costs, etc.) will not be deducted from the Negotiation fee, and Customer shall reimburse GCCSS for all Third Party expenses in addition to the Negotiation Fee as set forth in Section 4.3 of the attached Terms and Conditions. When GCCSS negotiates a cost recovery of GCCSS Hourly Fees from a tenant, the cost recovery paid by the tenant to Customer shall be deducted from the GCCSS Hourly Fees paid by Customer to GCCSS to derive the "Net" GCCSS Hourly Fee (i.e., the actual out-of-pocket amount Customer has paid GCCSS for the Services) during the calculation of the Negotiation Fee, when owed.

Term: From the Effective Date until terminated in accordance with Term 3 of the attached Services Agreement Terms and Conditions.

**GUNNERSON CONSULTING AND COMMUNICATION
SITE SERVICES, LLC**

By: _____
Bryon Gunnerson, Member
231 River Run Road
Sequim, WA 98382
Date: _____

CUSTOMER: _____

By: _____
Print: _____
Title: _____
Address: _____

Date: _____

Gunnerson Consulting and Communication Site Services, LLC

Services Agreement Terms and Conditions

1. Scope. GCCSS agrees to provide the Services identified on the face of this Agreement, any Schedules to this Agreement or otherwise agreed upon by the parties in writing, in a workmanlike manner, and in compliance with all terms of this Agreement and with all applicable legal requirements. In entering into this Agreement, Customer and GCCSS each represent and warrant that they have full legal authority and right to enter into and perform their obligations under this Agreement without being obligated to obtain approval from or provide notice to any third party, and without other restriction or limitation. The parties further acknowledge and agree that this Agreement shall inure to the benefit of GCCSS's subsidiaries and any other entity with which it is under common control (provided, that GCCSS shall remain responsible for such entities' compliance with the terms of this Agreement).

2. GCCSS's Role. Customer expressly acknowledges that GCCSS is an independent contractor and will perform Services based on its experience in the cellular communications industry; that GCCSS is not licensed to practice law or to perform services as a licensed real estate broker, or in any other capacity requiring a professional license and that any questions or related services that Customer may require should be directed to an attorney, or licensed professional of Customer's choice. Customer shall provide GCCSS such Letters of Authorization confirming GCCSS's authority to represent Customer, as GCCSS may reasonably request from time-to-time. GCCSS acknowledges that it shall be responsible for reporting all income earned under this Agreement, for paying all withholding, unemployment, worker's compensation or other taxes or charges applicable to such income.

3. Term. This Agreement and each Schedule 1 shall be effective as of the date indicated on its face, and shall terminate on the earlier of the following:

3.1 – The termination date specified in any applicable Schedule 1.

3.2 – Following not less than ten days prior written notice of termination by one party to the other, provided with or without cause.

3.3 – Immediately following written notice by one party to the other, in the event the other party is the subject of a bankruptcy or receivership proceeding, or the other party ceases active business operations.

3.4 – Following termination of this Agreement or any Schedule 1 entered into by the parties pursuant to its terms, Customer shall remain responsible for payment of a Negotiation Fee to GCCSS based on any agreement or understanding directly or indirectly by, on behalf of, between or among Customer and any cellular communications carrier, tower company, aggregator or

service provider in relation to a Site, within one (1) year following the effective date of such termination.

4. Compensation and Payment.

4.1 – Compensation payable to GCCSS under the terms of this Agreement or an applicable Schedule 1 to this Agreement shall constitute the total compensation owed to GCCSS for Services.

4.2 – Payments for Services performed shall be made on a monthly basis, within ten (10) days following Customer's receipt of the applicable invoice. Any amounts not paid when due shall be subject to interest at a rate of one percent (1%) per calendar month.

4.3 – Customer shall additionally reimburse GCCSS for any reasonable, Services-related out-of-pocket expenses, incurred by GCCSS on GCCSS's submission to Customer of applicable expense documentation.

4.4 – It is expressly acknowledged and agreed that in the event of default or breach by either party, Customer's liability to GCCSS for economic damages shall not exceed the amounts payable to GCCSS for Services pursuant to the terms of this Agreement, and that GCCSS and its subcontractors' liability to Customer for economic damages shall not exceed the amounts previously paid to GCCSS by Customer for Services pursuant to the terms of this Agreement.

5. Insurance. Each party shall maintain commercial general liability coverage applicable to its performance of Services and/or a Site, as applicable, for personal injury, property damage and related costs and expenses with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Either party shall, upon the written request of the other, provide written confirmation of such coverage, and/or name the other as an additional insured under such coverage. Such insurance limits shall additionally be subject to increase upon not less than thirty (30) days prior written notice by one party to the other.

6. Confidentiality. Each party agrees to maintain in confidence and not disclose to any third party any information that such party receives from the other party which is designated as confidential or proprietary, or which reasonably appears to be confidential or proprietary, except pursuant to an applicable court order or upon the other party's specific prior written approval. Such information shall not include anything that is already in the receiving party's possession without obligation of confidence, has previously been developed by the receiving party without the disclosing party's confidential or proprietary information, becomes generally available to the public without breach of this Agreement, or is rightfully received from a third party without obligation of confidence. Each party agrees to return any confidential or

Gunnerson Consulting and Communication Site Services, LLC Services Agreement Terms and Conditions

proprietary information upon the disclosing party's reasonable request. In addition, except: (i) as to review by each party's legal or financial advisors; (ii) pursuant to an applicable court order; or (iii) upon mutual written agreement the parties agree that the terms, contents and existence of this Agreement will remain strictly confidential.

7. Indemnity. Each party agrees to indemnify and hold the other harmless from any claim, liability, loss, expense or damage to the extent resulting from the indemnifying party's breach of its obligations under this Agreement or other actions or failures to act under or in relation to this Agreement.

8. Miscellaneous. Any notices required under this Agreement shall be given in writing by one party to the other at the address indicated on the face of this Agreement, and shall be deemed given immediately upon personal delivery, three days after deposit in the U.S. mail by certified or registered mail, or 1 business day after transmittal by overnight express courier. This Agreement constitutes the full and complete understanding of the parties and supersedes all prior understandings and agreements regarding its subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties. In the event of a conflict between these terms and conditions and the terms on the face of the Agreement, the terms on the face of the Agreement shall control. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect and the invalid provision will be modified to effectuate the purposes of this Agreement. Either party may assign its rights or duties under this Agreement without the prior written consent of the other, provided that the assignee agrees to assume all of the assigning party's rights and obligations hereunder. GCCSS may employ subcontractors to perform Services. This Agreement shall be subject to and enforced in accordance with the laws of the State of Washington, except for its conflict of laws provisions, and the parties agree to submit any disputes between them of whatever nature for resolution by binding arbitration in Seattle, Washington, pursuant to the rules and procedures of Judicial Dispute Resolution, LLC.

**SCHEDULE 1
TO THE SERVICES AGREEMENT**

This Schedule 1 is entered into pursuant to and subject to the terms of the Services Agreement entered into by and between Gunnerson Consulting and Communication Site Services, LLC ("GCCSS") and Customer as identified below, effective as of even date herewith (the "Agreement"). In the event of any conflict or inconsistency between the terms of this Schedule 1 and the Agreement, the terms of this Schedule 1 shall govern and prevail.

Site(s):

Name/Address/Coordinates: _____

Name/Address/Coordinates: _____

Name/Address/Coordinates: _____

Services:

- ☒ Review any leases/agreements, letters or offers.
 - ☒ Recommend, initiate discussions, prepare and/or send correspondence for any negotiations.
 - ☒ Prepare any notices, agreement revisions or other documents.
 - ☒ Other: _____
-

Term:

From the effective date of this Schedule 1, until either completion of the Services provided for in this Schedule 1, or termination of this Schedule 1 in accordance with the terms of Section 3.1 or 3.2 of the Agreement.

Compensation:

- ☒ Pursuant to the terms on the face of the Agreement.
 - ☒ Other: **CURRENT GCCSS RATES: \$250/HR. Consulting Fees**
-

Special Terms:

**GUNNERSON CONSULTING AND
COMMUNICATION SITE SERVICES, LLC**

CUSTOMER: _____

By: _____

Bryon Gunnerson, Member

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

To: Gunnerson Consulting and Communication Site Services, LLC
231 River Run Road
Sequim, WA 98382

This Letter of Authorization is provided to Gunnerson Consulting and Communication Site Services, LLC ("GCCSS") by the Customer identified below for GCCSS' use to confirm to third parties that GCCSS is authorized to represent Customer with regard to all telecommunication towers, properties and premises ("Sites") owned or operated by Customer, including, without limitation, the following:

1. Obtaining historical, currently effective and/or pending documentation, records and information related to Sites owned or operated by Customer.
2. Research, verification, documentation review, inspections and identification of the conditions relating to the agreements, contracts, physical aspects and compliance of the Sites owned and/or operated by Customer.
3. Negotiation of revisions, renewals, extensions, corrections or additional terms or agreements in relation to the Sites. Upon successful completion of these activities GCCSS will present to Customer the recommended course of action, along with executable documents for its legal review and direction. GCCSS is not authorized to bind Customer, orally or in writing.
4. If any questions arise in relation to this Letter of Authorization, please contact:

CUSTOMER:

Telephone: ()
Email:

GCCSS: Brett Reall

Telephone: (206) 349-2331
Email: brett.reall@gccss.net

5. This Letter of Authorization shall remain in effect until withdrawn by Customer in writing (which shall be deemed to have occurred on termination of the Services Agreement entered by Customer and GCCSS).

Customer: _____

By: _____

Print: _____

Title: _____

Date: _____

City of College Place, Washington
RESOLUTION NO. 24-028

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON TO AUTHORIZE THE MAYOR TO EXECUTE THE CONSULTING AGREEMENT WITH GUNNERSON CONSULTING AND COMMUNICATION SITE SERVICES, LLC FOR ADMINISTRATION OF CELLULAR COMMUNICATION TOWERS, RELATED LEASES AND AGREEMENTS WITH THE CITY.

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 operates a City owned water tower upon which it leases its use to telecommunication service providers; and

Whereas, the administration of leasing of City property to telecommunication service providers is complex and beyond the standard capacity of current City staff, thus engaging professional service provider to negotiate and administer such leases is in the best interest of the public;

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

The Mayor is authorized to execute on behalf of the City the Service Agreement with Consultant, a copy of which is attached to and incorporated in this Resolution.

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 23rd day of April, 2024.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk



Sole Source Justification Form

Project Name: Rose Street Realignment
Date of Project: April 2024 - December 2024
Item: Chip Seal

1. Describe the item and its function.

Chip seal is a resurfacing of the road, which will be completed before the section of road is restriped to align with Walla Walla's new road section directly adjacent.

2. The item is a sole source* because:

☐ sole provider of a licensed or patented good or service

☒ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services

☐ sole provider of goods and services for which the City has established a standard**

☐ sole provider of factory-authorized warranty service sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (detail below or in an attachment)

☐ the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors? Be specific.

CWA was awarded the chip seal of Walla Walla's portion of Rose Street. The area needs to be completed at the same time and would be extremely problematic to use different vendors. CWA's price to Walla Walla was \$6/SY, which includes markup for Nelson construction. CWA has provided a quote to do College Place's section of Rose Street for \$5.50/SY and has agreed to do it at the same time they do Walla Walla's chip seal.

4. What steps were taken to verify that these features are not available

Confirmed with City of Walla Walla, Anderson Perry, and CWA.



Sole Source Justification Form

Department: Public Works

Department Contact: Robert McAndrews Phone: 509.394.8526

Requested Vendor: Central Washington Asphalt (CWA)

Vendor's Address: PO Box 939 Moses Lake, WA 98837

Vendor Contact: Aaron Schonewald Phone: 509.765.5757

Cost Estimate: \$25,850

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.


Signature of Requestor

4/17/2024
Date


Signature of Department Head or Designee

4/17/2024
Date


Approval by Purchasing (when applicable)

4/17/24
Date

* Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

** Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving via a testing shall be competitively bid if there is more than one vendor of the item.

CENTRAL WASHINGTON ASPHALT, INC.

PO BOX 939
MOSES LAKE, WASHINGTON 98837
(509) 765-5757 (phone) / (509) 765-8052 (fax)



April 5, 2024

Robert McAndrews
City of College Place
625 S College Ave
College Place, WA 99324

RE: Chip Seal Quote for Rose St

Robert,

Per the City of College Place's request CWA is pleased to quote the additional 4,700 SY of Chip Seal 1/4-in FA-2 and Fog Seal

CWA will perform all work included per the attached specifications and in the area shaded in the attached map.

CWA will perform the work in conjunction with the Rose Street Project for \$5.50/SY. CWA includes temporary markings, protection of existing utilities, sweeping after initial chip seal, and sweeping prior to fog seal. CWA excludes pre sweeping the road prior to the chip seal.

Total cost of the work to be done for the City of College Place shall be \$25,850.

Sincerely

Aaron Schonewald, CWA Project Manager

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

5-02 BITUMINOUS SURFACE TREATMENT

5-02.2 Materials
(***)**

Add the following to the second paragraph of Section 5-02.2:

The aggregates shall meet FA-2 requirements per the following gradation table:

Table 1
(Values are percent passing the Sieve)

Sieve Size	FA-1	FA-2	FA-2 1/2	FA-3	FA-4	QC range
12.5 mm (1/2 inch)	100	100	100	100	100	
9.5 mm (3/8 inch)	100	100	100	90-100	0-60	±5%
6.3 mm (1.4 inch)	100	100	0-80	0-70	0-15	±7%
4.75 mm (#41)	0-100	0-100	0-50	0-25	0-05	±7%
2.36 mm (#8)	-	0-40	0-12	0-5	-	±4%
1.18 mm (#16)	0-30	0-10	0-5	-	-	±4%
300 µm (#50)	0-15	0-5	-	-	-	±4%
150 µm (#100)	0-5	-	-	-	-	±4%
75 µm (#200)	0.0-1.0	0.0-1.0	0.0-1.0	0.0-1.0	0.0-1.0	
Material Tests						
% Shale, max. Mn/DOT 1209	5	5	5	3	2	
Flakiness Index, max. %, FHLT. so ¹	N/A	25	25	25	25	
Los Angeles Rattler, max. % loss						
AASHTO T96 (Mn/DOT) Modified			37	37		

¹ **Aggregate retained on each sieve, which comprises at least 4 percent of the total sample shall be tested.**

Chips shall be washed after manufacture by a method approved by the Engineer.

Replace the third paragraph of Section 5-02.2 with the following:

BST Emulsified Asphalt

The BST bituminous material shall be Cationic Very Rapid Setting Polymer CVRS-2P emulsified asphalt liquid.

Fog Coat

Fog coat bituminous material shall be rapid cure emulsified asphalt fog oil, Bitutene 60, or equal as determined by comparison with the following specification:

Fog coat bituminous material shall be an emulsion intended as a fast-breaking fog seal to be spray-applied on asphalt pavement surfaces, quickly leaving a hard asphalt seal; resistant to pick up and tracking under automobile tires.

If the final material is applied as a diluted concentrate, it must be stable for use at a 50% dilution rate. The Final material shall be diluted (if applicable) by the supplier, not the contractor, to ensure product consistency.

Final product acceptance is based on field performance.

The final product for "Rapid Curing Emulsified Asphalt Fog Oil" will meet the following specifications:

	AASHTO Test Method	Specifications	
		Minimum	Maximum
Sieve Test %	T59		0.3
Particle Charge Test	T59		Positive
Demulsibility 35 ml 0.8% sodium dioctyl sulfosuccinate, %	T59	25	
Distillation:			
Residue by distillation @ 260°c (5000 °f)	T59	30	
Penetration @ 25°c (770°f)	T49	30	100

5-02.3 Construction Requirements

5-02.3(1) Equipment

(*****)

Add the following after the fifth paragraph of Section 5-02.3(1):

The pick-up brooms shall be in good condition and capable of sweeping a path at least 70 inches wide without loosening or displacing embedded materials.

5-02.3(2)B Seal Coats

(*****)

Add the following after the first paragraph of Section 5-02.3(2):

Final sweeping shall be completed no more than 24 hours prior to application of surface treatment.

Pavement markings shall be removed from the road surface prior to sealing.

The Contractor shall have hand push brooms and leaf blowers available for last-minute cleaning on the day of application of Asphalt Emulsion or Fog Seal.

Replace the second sentence of the second paragraph of Section 5-02.3(2) with the following:

The HMA repair areas shall be coated with fog seal or a light application of CSS-1 prior to the application of the BST emulsified asphalt.

Add the following after the second paragraph of Section 5-02.3(2):

Seal and fog coat applications shall cover the paving joint on the intersecting streets and shall provide a minimum of 3 feet of overlap into the newly paved areas.

Add the following to the end of Section 5-02.3(2):

Fog seal shall be applied after the final chip seal treatment has been applied.

5-02.3(3) Application of Asphalt Emulsion and Aggregate

(*****)

Add the following to the Application Table of Section 5-02.3(3):

Application Rates		
	FA-2	FA-3
CVRS-2P	0.20 to 0.40 gal/SY	0.30 to 0.55 gal/SY
Aggregate	15 to 25 lbs/SY	20 to 35 lbs/SY
Fog Seal	0.10 to 0.15 gal/SY	0.10 to 0.15 gal/SY

(*****)

Replace the second paragraph of Section 5-02.3(3):

The Contractor will determine the applications rates based on the condition of the roadway.

(*****)

Add the following after the fifth paragraph of Section 5-02.3(3):

Castings and survey monuments (see contract plans) shall be covered with building paper and weighted down. Where concrete curb or curb and gutter exist, the distributor shall be equipped with a splash board of such design as to prevent spraying.

(*****)

Revise the eleventh paragraph and the chart following the eleventh paragraph of Section 5-02.3(3) to read:

Before application to the roadway, asphalt emulsion shall be heated to the following temperatures or that recommended by the manufacturer.

Distributor Temperature		
Type and Grade of Asphalt Emulsion	Min. °F	Max. °F
BST Emulsifies Asphalt:		
CVRS-2P	125	195
Fog Seal:		
Bitutene 60 or equal	Follow manufacturer's recommendations	

1 (*****)

2 Add the following after last paragraph of Section 5-02.3(3):

3
4 The Contractor shall apply a test strip to establish a basis for the actual application rates. The
5 process will be monitored by the Engineer and the estimated application rates shall be adjusted
6 as required to meet field conditions. Adjustments to the application rates are subject to the
7 Engineer's approval.

8
9 **5-02.3(5) Application of Aggregates**

10 (*****)

11
12 Replace the first paragraph of Section 5-02.3(5) with the following:

13
14 If directed, the aggregate stockpiles shall be moistened with water to reduce the dust coating.

15
16 **5-02.4 Measurement**

17 (*****)

18
19 Supplement Section 5-02.4 with the following:

20
21 Measurement for payment for "Chip Seal 1/4-In. FA-2" shall be made on a square yard basis.

22
23 **5-02.5 Payment**

24 (*****)

25
26 Supplement Section 5-02.5 with the following:

27
28 "Chip Seal 1/4-In. FA-2 and Fog Seal", per square yard.

29
30 The square yard payment for "Chip Seal 1/4-In. FA-2" shall be full pay for all labor, equipment, and
31 material required to clean the roadway, prepare the roadway for placement of the chip seal, placing
32 the Chip Seal 1/4-In. FA-2, fog seal and incidental items necessary for installation per the special
33 provisions.



LEGEND



CHIP SEAL 1/4-IN FA-2
AND FOG SEAL LIMITS



SCALE IN FEET

**anderson
perry**

CITY OF
COLLEGE PLACE, WASHINGTON
ROSE STREET ROADWAY RE-CHANNELIZATION

CHIP SEAL 1/4-INCH FA-2 AND
FOG SEAL LIMITS

FIGURE

1

memo



Rea L Culwell
City Attorney

TO: City Council, Mayor Norma Hernandez, City Administrator Mike Rizzitiello
FROM: Rea Culwell^{DS} City Attorney
Date: April 18, 2024
Re: Regulating Private Real Estate Transfer Fees

Private Transfer Fees in Real Estate Transactions

A private transfer fee is a method through which the owner or developer of real property creates an ongoing stream of income by charging a fee on subsequent sales or other transfers of property. The fee is assessed by way of a restrictive covenant on real property. The covenant is recorded with the property records (usually county). The fee is calculated as a specific amount or as a percentage of the appraised or sale/option price. For example, the covenant might call for a fee of 1 percent of the sales price per transfer during the first 99 years following initial sale. The private transfer fee goes not to the seller or buyer, but to a third party.

Private Transfer Fees in Washington State

In 2011, Washington state enacted Substitute Senate Bill 5115 (attached) which declared private transfer fees:

violate public policy by impairing the marketability and transferability of real property and by constituting an unreasonable restraint on alienation regardless of the duration of the obligation to pay a private transfer fee, the amount of a private transfer fee, or the method by which any private transfer fee is created or imposed.

And, declared private transfer fees:

may not run with the title to real property, touch or concern the real property, or otherwise bind subsequent owners of real property under any common law or equitable principle.

Codified at RCW 64.60.005. Full chapter attached.

“Private transfer fee” is defined as “a fee or charge payable upon the transfer of an interest in real property, or payable for the right to make or accept such transfer, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the real property, the purchase price, or other consideration given for the transfer.” RCW 64.60.010(3).

Exceptions to the Prohibition

The statute proscribes 10 exceptions to the prohibition as summarized by this author:

1. Consideration payable by grantee to grantor for the property interest; most commonly the sale/purchase price of the property;
2. Real estate broker commission;
3. Costs paid to lender from borrower to acquire the property;
4. Rent/Lease payments;
5. Cost to hold an option to purchase;
6. Governmental tax, fee, assessment, fine etc.;
7. Cost associated with condos, time-shares, HOAs, etc.;
8. *“Any fee payable, upon a transfer, to an organization qualified under section 501(c)(3) or 501(c)(4) of the internal revenue code of 1986, if the sole purpose of such organization is to support cultural, educational, charitable, recreational, conservation, or similar activities benefiting the real property being transferred and the fee is used exclusively to fund such activities”*; and
9. Cost associated with club membership tied to the property; and
10. Cost for services of HOA at time of transfer (can’t go to a third party).

Citizen’s Complaint

A member of the College Place public approached staff about the practice of a well known and active residential developer in College Place and Walla Walla, that of imposing a transfer fee, a percentage of the purchase and sale price, on each residential property developed. This member explained to staff that the funds purportedly go to a non-profit run by the developer to provide housing for individuals and families who cannot afford to purchase one of the homes outright. It was also alleged that for each affordable home provided, upon sale of the home, the non-profit is paid 50% of any equity in the home. Staff could not independently confirm this information. The member of the public expressed frustration with how the fee is conveyed to purchasers and the difficulty, including financial barriers to removing the fee.

The member of the public inquired as to whether the practice was legal (complied with the law) and whether the City could do anything to prevent what may not be legal under the law or regulate how the private transfer fee is disclosed to potential buyers or require buyers to opt-in rather than opt-out at time of the purchase or any other regulation to protect unsuspecting buyers from paying for what may appear on the surface to violate Chapter 64.60 RCW.

City administration directed staff to research the issues involved and bring the matter to Council for consideration, discussion and direction.

Meaning of “sole purpose to support cultural, educational, charitable, recreational, conservation, or similar activities benefiting the real property”

Washington state:

Chapter 64.60 does not define “sole purpose” nor “cultural, educational, charitable, recreational, conservation or similar activities”, nor “benefiting the real property”.

There is no Washington state case interpreting any section of Chapter 64.60 RCW.

The legislative history of the law provides no guidance on what is considered “sole purpose” or “benefiting the real property” or “activities” under the statute.

Further research, as directed by Council, can be done to try and predict how Washington courts would define the terms of and apply the law.

Other states:

It appears the issue of private transfer fees and hinderances to the transfer of ownership of real property was first brought to national attention with Florida passing its prohibition against them in 2008 and 42 other states, including Washington prohibit private transfer fees in some way. There are no legal cases addressing the meaning of the terms used by the various statutes to carve out the exception to the prohibition of transfer fees for fees to charities to use the funds for to benefit the property.

City regulation of Private Transfer Fees

How should a city regulate Private Transfer Fees?

This writer knows of no Washington state jurisdiction which regulates Private Transfer Fees. Further research into Washington state jurisdictions and other out-of-state governments regulations, if any, could be done at Council’s direction.

Some regulatory options:

- Define “an organization qualified under section 501(c)(3) or 501(c)(4) of the internal revenue code of 1986, if the sole purpose of such organization is to support cultural, educational, charitable, recreational, conservation, or similar activities benefiting the real property being transferred and the fee is used exclusively to fund such activities”.
- Require registration of the non-profit with the City to include information and reporting on the charity and its activities.
- Require an opt-in versus an opt-out with notice.
- Require periodic formal review of the fee, with or without an opt-in requirement, allowing the property owner to reevaluate whether they want to continue to have the fee covenant on the property.
- Prohibit non-profit/developer from requiring owners to expend funds to have the fee removed from the property.

- Provide for sanctions for violation of city code.
- Other?

Can a city regulate Private Transfer Fees?

Article 11, section 11 of the Washington State constitution grants cities and counties police power authority to protect the public health, safety, and welfare. Pursuant to this authority, a city may regulate the use of property. Common examples of this power is nuisance abatement, enforcement of building and health codes, zoning and planning, and ensuring environmental protection.

This power is not limitless and some actions have been found to constitute what is called a “taking” or appropriation of the property. (*Pennsylvania Cole Co. v. Mahon* 1922).

A government may “take” a property in two basic ways:

1. By physically appropriating the property, such as a right of way.
2. By regulating or limiting the use of property in such a way to destroy one or more of the fundamental attributes of ownership – the right to possess, exclude others, *and dispose of property*).

Property owners do not have a constitutional right to the most profitable use of their property. As applied here, a developer may argue permitting a private transfer fee to their associated charity to provide affordable housing is the most profitable use of their property and they have a right to it. This argument would fail under Washington law.

Property owners who believe a regulation is a hinderance to the best use of their property get the benefit of the very same laws which protect their property from detrimental effects of other property use. As long as regulations allow property to be put to productive economic use, the property has value and the regulation will not be deemed to be an unconstitutional taking.

Courts have also used a “substantive due process” test to analyze the burdens imposed by land use regulations. Substantive due process basically requires there be a rational basis for a regulation. A rational basis requires only that a challenged regulation be rationally related to a legitimate [city] interest. Here, the interest would be in preserving and promoting real property marketability and transferability.

Other considerations

Local regulations will require staff time to execute and enforce.

CERTIFICATION OF ENROLLMENT

ENGROSSED SUBSTITUTE SENATE BILL 5796

Chapter 321, Laws of 2024

68th Legislature
2024 Regular Session

COMMON INTEREST COMMUNITIES

EFFECTIVE DATE: June 6, 2024—Except for section 319, which takes effect January 1, 2025; and sections 401 through 432, which take effect January 1, 2028.

Passed by the Senate February 2, 2024
Yeas 32 Nays 17

DENNY HECK

President of the Senate

Passed by the House March 6, 2024
Yeas 61 Nays 35

LAURIE JINKINS

**Speaker of the House of
Representatives**

Approved March 28, 2024 10:37 AM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE SENATE BILL 5796** as passed by the Senate and the House of Representatives on the dates hereon set forth.

SARAH BANNISTER

Secretary

FILED

March 29, 2024

**Secretary of State
State of Washington**

ENGROSSED SUBSTITUTE SENATE BILL 5796

Passed Legislature - 2024 Regular Session

State of Washington

68th Legislature

2024 Regular Session

By Senate Law & Justice (originally sponsored by Senators Pedersen, Rivers, Kuderer, Nobles, and Shewmake; by request of Uniform Law Commission)

READ FIRST TIME 01/26/24.

1 AN ACT Relating to common interest communities; amending RCW
2 64.90.085, 64.90.105, 64.90.300, 64.90.310, 64.90.450, 64.90.480,
3 64.90.520, 64.90.010, 64.90.065, 64.90.100, 64.90.225, 64.90.240,
4 64.90.260, 64.90.270, 64.90.285, 64.90.290, 64.90.405, 64.90.410,
5 64.90.420, 64.90.425, 64.90.445, 64.90.455, 64.90.485, 64.90.485,
6 64.90.495, 64.90.510, 64.90.515, 64.90.570, 64.90.605, 64.90.610,
7 64.90.635, 64.90.640, 7.60.110, 18.85.151, 36.70A.699, 43.185B.020,
8 46.61.419, 58.17.040, 59.18.200, 59.18.650, 61.24.030, 61.24.031,
9 61.24.040, 61.24.165, 61.24.190, 64.35.105, 64.35.405, 64.35.505,
10 64.35.610, 64.50.010, 64.50.040, 64.50.050, 64.55.005, 64.55.010,
11 64.55.070, 64.55.090, 64.55.120, 64.55.130, 64.60.010, 64.70.020,
12 82.02.020, 82.04.4298, 64.32.260, 64.34.076, 64.38.095, 64.90.075,
13 64.90.080, and 64.90.095; reenacting and amending RCW 7.60.025 and
14 64.06.005; adding new sections to chapter 64.90 RCW; recodifying RCW
15 64.90.075, 64.90.080, and 64.90.095; repealing RCW 64.32.010,
16 64.32.020, 64.32.030, 64.32.040, 64.32.050, 64.32.060, 64.32.070,
17 64.32.080, 64.32.090, 64.32.100, 64.32.110, 64.32.120, 64.32.130,
18 64.32.140, 64.32.150, 64.32.160, 64.32.170, 64.32.180, 64.32.190,
19 64.32.200, 64.32.210, 64.32.220, 64.32.230, 64.32.240, 64.32.250,
20 64.32.260, 64.32.270, 64.32.280, 64.32.290, 64.32.300, 64.32.310,
21 64.32.320, 64.32.330, 64.32.900, 64.32.910, 64.32.920, 64.34.005,
22 64.34.010, 64.34.020, 64.34.030, 64.34.040, 64.34.050, 64.34.060,
23 64.34.070, 64.34.073, 64.34.076, 64.34.080, 64.34.090, 64.34.100,

1 (10) The court, or arbitrator if then appointed, shall determine
2 the significance of the neutral expert's report and testimony with
3 respect to parties joined after the neutral expert's appointment and
4 shall determine whether additional neutral experts should be
5 appointed or other measures should be taken to protect such joined
6 parties from undue prejudice.

7 **Sec. 429.** RCW 64.60.010 and 2011 c 36 s 3 are each amended to
8 read as follows:

9 The definitions in this section apply throughout this chapter
10 unless the context clearly requires otherwise.

11 (1) "Association" means: (~~(An association of apartment owners as~~
12 ~~defined in RCW 64.32.010; a)~~) A unit owners(~~(-)~~) association as
13 defined in RCW (~~(64.34.020)~~) 64.90.010; (~~(a homeowners' association~~
14 ~~as defined in RCW 64.38.010;))~~) a corporation organized pursuant to
15 chapter 24.03A or 24.06 RCW for the purpose of owning real estate
16 under a cooperative ownership plan; or a nonprofit or cooperative
17 membership organization composed exclusively of owners of mobile
18 homes, manufactured housing, timeshares, camping resort interests, or
19 other interests in real property that is responsible for the
20 maintenance, improvements, services, or expenses related to real
21 property that is owned, used, or enjoyed in common by the members.

22 (2) "Payee" means the person or entity who claims the right to
23 receive or collect a private transfer fee payable under a private
24 transfer fee obligation. A payee may or may not have a pecuniary
25 interest in the private transfer fee obligation.

26 (3) "Private transfer fee" means a fee or charge payable upon the
27 transfer of an interest in real property, or payable for the right to
28 make or accept such transfer, regardless of whether the fee or charge
29 is a fixed amount or is determined as a percentage of the value of
30 the real property, the purchase price, or other consideration given
31 for the transfer. The following are not private transfer fees for the
32 purposes of this section:

33 (a) Any consideration payable by the grantee to the grantor for
34 the interest in real property being transferred, including any
35 subsequent additional consideration for the real property payable by
36 the grantee based upon any subsequent appreciation, development, or
37 sale of the real property, if such additional consideration is
38 payable on a one-time basis only and the obligation to make such
39 payment does not bind successors in title to the real property;

1 (b) Any commission payable to a licensed real estate broker for
2 services rendered in connection with the transfer of real property
3 pursuant to an agreement between the broker and the grantor or the
4 grantee including, but not limited to, any subsequent additional
5 commission for that transfer payable by the grantor or the grantee
6 based upon any subsequent appreciation, development, or sale of the
7 property;

8 (c) Any interest, charges, fees, or other amounts payable by a
9 borrower to a lender pursuant to a loan secured by a mortgage against
10 real property including, but not limited to, any fee payable to the
11 lender for consenting to an assumption of the loan or a transfer of
12 the real property subject to the mortgage, any fees or charges
13 payable to the lender for estoppel letters or certificates, and any
14 shared appreciation interest, profit participation, or other
15 consideration, and payable to the lender in connection with the loan;

16 (d) Any rent, reimbursement, charge, fee, or other amount payable
17 by a lessee or licensee to a lessor or licensor under a lease or
18 license including, but not limited to, any fee payable to the lessor
19 or licensor for consenting to an assignment, subletting, encumbrance,
20 or transfer of the lease or license;

21 (e) Any consideration payable to the holder of an option to
22 purchase an interest in real property or the holder of a right of
23 first refusal or first offer to purchase an interest in real property
24 for waiving, releasing, or not exercising the option or right upon
25 the transfer of the real property to another person;

26 (f) Any tax, fee, charge, assessment, fine, or other amount
27 payable to or imposed by a governmental authority;

28 (g) Any assessment, fee, charge, fine, dues, or other amount
29 payable to an association pursuant to chapter ((64.32, 64.34, or
30 64.38)) 64.90 RCW, payable by a purchaser of a camping resort
31 contract, as defined in RCW 19.105.300, or a timeshare, as defined in
32 RCW 64.36.010, or payable pursuant to a recorded servitude
33 encumbering the real property being transferred, as long as no
34 portion of the fee is required to be passed through or paid to a
35 third party;

36 (h) Any fee payable, upon a transfer, to an organization
37 qualified under section 501(c)(3) or 501(c)(4) of the internal
38 revenue code of 1986, if the sole purpose of such organization is to
39 support cultural, educational, charitable, recreational,
40 conservation, or similar activities benefiting the real property

1 being transferred and the fee is used exclusively to fund such
2 activities;

3 (i) Any fee, charge, assessment, dues, fine, contribution, or
4 other amount pertaining solely to the purchase or transfer of a club
5 membership relating to real property owned by the member including,
6 but not limited to, any amount determined by reference to the value,
7 purchase price, or other consideration given for the transfer of the
8 real property;

9 (j) Any fee charged by an association or an agent of an
10 association to a transferor or transferee for a service rendered
11 contemporaneously with the imposition of the fee, provided that the
12 fee is not to be passed through to a third party other than an agent
13 of the association.

14 (4) "Private transfer fee obligation" means an obligation arising
15 under a declaration or covenant recorded against the title to real
16 property, or under any other contractual agreement or promise,
17 recorded or not, that requires or purports to require the payment of
18 a private transfer fee upon a subsequent transfer of an interest in
19 the real property.

20 (5) "Transfer" means the sale, gift, grant, conveyance, lease,
21 license, assignment, inheritance, or other act resulting in a
22 transfer of ownership interest in real property located in this
23 state.

24 **Sec. 430.** RCW 64.70.020 and 2020 c 20 s 1064 are each amended to
25 read as follows:

26 The definitions in this section apply throughout this chapter
27 unless the context clearly requires otherwise.

28 (1) "Activity or use limitations" means restrictions or
29 obligations created under this chapter with respect to real property.

30 (2) "Agency" means either the department of ecology, the
31 pollution liability insurance agency, or the United States
32 environmental protection agency, whichever determines or approves the
33 environmental response project pursuant to which the environmental
34 covenant is created.

35 (3) ~~((a))~~ "Common interest community" ~~((means a condominium,~~
36 ~~cooperative, or other real property with respect to which a person,~~
37 ~~by virtue of the person's ownership of a parcel of real property, is~~
38 ~~obligated to pay property taxes or insurance premiums, or for~~

Chapter Listing

Chapter 64.60 RCW

PRIVATE TRANSFER FEE OBLIGATION ACT

Sections

HTML	PDF	64.60.005	Findings.
HTML	PDF	64.60.010	Definitions.
HTML	PDF	64.60.020	Private transfer fee obligations—Enforceability—Interpretation.
HTML	PDF	64.60.030	Liability.
HTML	PDF	64.60.040	Notice of private transfer fee obligation.
HTML	PDF	64.60.900	Short title.
HTML	PDF	64.60.901	Effective date—2011 c 36.

[PDF](#) **RCW 64.60.005**

Findings.

The legislature finds and declares that the public policy of this state favors the marketability of real property and the transferability of interests in real property free of title defects or unreasonable restraints on alienation. The legislature further finds and declares that private transfer fee obligations violate this public policy by impairing the marketability and transferability of real property and by constituting an unreasonable restraint on alienation regardless of the duration of the obligation to pay a private transfer fee, the amount of a private transfer fee, or the method by which any private transfer fee is created or imposed. Thus, the legislature finds and declares that a private transfer fee obligation may not run with the title to real property, touch or concern the real property, or otherwise bind subsequent owners of real property under any common law or equitable principle.

[**2011 c 36 § 1.**]

[PDF](#) **RCW 64.60.010**

Definitions.

*** CHANGE IN 2024 *** (SEE **5796-S.SL**) ***

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Association" means: An association of apartment owners as defined in RCW **64.32.010**; a unit owners' association as defined in RCW **64.34.020**; a homeowners' association as defined in RCW **64.38.010**; a corporation organized pursuant to chapter **24.06** RCW for the purpose of owning real estate under a cooperative ownership plan; or a nonprofit or cooperative membership organization composed exclusively of owners of mobile homes, manufactured housing, timeshares, camping resort interests, or other interests in real property that is responsible for the maintenance, improvements, services, or expenses related to real property that is owned, used, or enjoyed in common by the members.

(2) "Payee" means the person or entity who claims the right to receive or collect a private transfer fee payable under a private transfer fee obligation. A payee may or may not have a pecuniary interest in the private transfer fee obligation.

(3) "Private transfer fee" means a fee or charge payable upon the transfer of an interest in real property, or payable for the right to make or accept such transfer, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the real property, the purchase price, or other consideration given for the transfer. The following are not private transfer fees for the purposes of this section:

(a) Any consideration payable by the grantee to the grantor for the interest in real property being transferred, including any subsequent additional consideration for the real property payable by the grantee based upon any subsequent appreciation, development, or sale of the real property, if such additional consideration is payable on a one-time basis only and the obligation to make such payment does not bind successors in title to the real property;

(b) Any commission payable to a licensed real estate broker for services rendered in connection with the transfer of real property pursuant to an agreement between the broker and the grantor or the grantee including, but not limited to, any subsequent additional commission for that transfer payable by the grantor or the grantee based upon any subsequent appreciation, development, or sale of the property;

(c) Any interest, charges, fees, or other amounts payable by a borrower to a lender pursuant to a loan secured by a mortgage against real property including, but not limited to, any fee payable to the lender for consenting to an assumption of the loan or a transfer of the real property subject to the mortgage, any fees or charges payable to the lender for estoppel letters or certificates, and any shared appreciation interest, profit participation, or other consideration, and payable to the lender in connection with the loan;

(d) Any rent, reimbursement, charge, fee, or other amount payable by a lessee or licensee to a lessor or licensor under a lease or license including, but not limited to, any fee payable to the lessor or licensor for consenting to an assignment, subletting, encumbrance, or transfer of the lease or license;

(e) Any consideration payable to the holder of an option to purchase an interest in real property or the holder of a right of first refusal or first offer to purchase an interest in real property for waiving, releasing, or not exercising the option or right upon the transfer of the real property to another person;

(f) Any tax, fee, charge, assessment, fine, or other amount payable to or imposed by a governmental authority;

(g) Any assessment, fee, charge, fine, dues, or other amount payable to an association pursuant to chapter **64.32**, **64.34**, or **64.38** RCW, payable by a purchaser of a camping resort contract, as defined in RCW **19.105.300**, or a timeshare, as defined in RCW **64.36.010**, or payable pursuant to a recorded servitude encumbering the real property being transferred, as long as no portion of the fee is required to be passed through or paid to a third party;

(h) Any fee payable, upon a transfer, to an organization qualified under section 501(c)(3) or 501(c)(4) of the internal revenue code of 1986, if the sole purpose of such organization is to support cultural, educational, charitable, recreational, conservation, or similar activities benefiting the real property being transferred and the fee is used exclusively to fund such activities;

(i) Any fee, charge, assessment, dues, fine, contribution, or other amount pertaining solely to the purchase or transfer of a club membership relating to real property owned by the member including, but

not limited to, any amount determined by reference to the value, purchase price, or other consideration given for the transfer of the real property;

(j) Any fee charged by an association or an agent of an association to a transferor or transferee for a service rendered contemporaneously with the imposition of the fee, provided that the fee is not to be passed through to a third party other than an agent of the association.

(4) "Private transfer fee obligation" means an obligation arising under a declaration or covenant recorded against the title to real property, or under any other contractual agreement or promise, recorded or not, that requires or purports to require the payment of a private transfer fee upon a subsequent transfer of an interest in the real property.

(5) "Transfer" means the sale, gift, grant, conveyance, lease, license, assignment, inheritance, or other act resulting in a transfer of ownership interest in real property located in this state.

[2011 c 36 § 3.]

PDF

RCW 64.60.020

Private transfer fee obligations—Enforceability—Interpretation.

(1) A private transfer fee obligation recorded or entered into in this state on or after April 13, 2011, does not run with the title to real property and is not binding on or enforceable at law or in equity against any subsequent owner, purchaser, or mortgagee or holder of any interest in real property as an equitable servitude or otherwise. Any private transfer fee obligation that is recorded or entered into in this state on or after April 13, 2011, is void and unenforceable.

(2) A private transfer fee obligation recorded or entered into in this state before April 13, 2011, is not presumed valid and enforceable. Any such private transfer fee obligation must be interpreted and enforced according to principles of applicable real estate, servitude contract, and other law including, without limitation, restraints on alienation, the rule against perpetuities, the touch and concern doctrine, and the requirement for covenants to run with the land, as well as fraud, misrepresentation, violation of public policy, or another invalidating cause.

[2011 c 36 § 4.]

PDF

RCW 64.60.030

Liability.

Any person who records, or enters into, an agreement imposing a private transfer fee obligation in the person's favor after April 13, 2011, is liable for (1) any damages resulting from the imposition of the private transfer fee obligation on the transfer of an interest in the real property including, but not limited to, the amount of any private transfer fee paid by a party to the transfer, and (2) reasonable attorneys' fees, expenses, and costs incurred by a party to the transfer or mortgagee of the real property to recover any private transfer fee paid or in connection with an action to quiet title. If an agent acts on behalf of a principal to record or secure a private transfer fee obligation, liability must be assessed to the principal, rather than the agent.

[2011 c 36 § 5.]

[PDF](#)**RCW 64.60.040****Notice of private transfer fee obligation.**

(1) A payee of a private transfer fee obligation imposed before April 13, 2011, shall record, before December 31, 2011, against the real property subject to the private transfer fee obligation, a separate document in the county auditor's office in the county in which the real property is located that includes all of the following requirements:

- (a) The title, "Notice of Private Transfer Fee Obligation";
- (b) The amount if the private transfer fee is a flat amount, the percentage of the sales price constituting the cost of the private transfer fee, or another basis by which the private transfer fee is to be calculated;
- (c) The date under which the private transfer fee obligation expires, if any;
- (d) The name and address of the payee;
- (e) The acknowledged signature of the payee or a representative of the payee; and
- (f) The legal description of the real property purportedly burdened by the private transfer fee obligation.

(2) A payee may file an amendment to the notice of private transfer fee obligation containing new contact information. The amendment must contain the recording information of the notice of private transfer fee obligation which it amends and the legal description of the real property burdened by the private transfer fee obligation.

(3) If a payee fails to file the notice required under subsection (1) of this section before December 31, 2011, the private transfer fee obligation is not enforceable by the payee.

[2011 c 36 § 6.]

[PDF](#)**RCW 64.60.900****Short title.**

This chapter may be known and cited as the private transfer fee obligation act.

[2011 c 36 § 2.]

[PDF](#)**RCW 64.60.901****Effective date—2011 c 36.**

This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect immediately [April 13, 2011].

[2011 c 36 § 7.]

The Nugget Newspaper - News and Opinion from Sisters, Oregon

Homeowners sue over donation fee



By [Sue Stafford](#)

The homeowners in Village at Cold Spring have filed a lawsuit against First Story, alleging that the Covenant for Community Charitable Fee, which is attached to their homes' titles, is illegal and should be rescinded. Their main objection is to the involuntary nature of the charitable contribution.

First Story is a nonprofit 501(c)(3), founded in 1998 by Hayden Watson of Hayden Homes, headquartered in Redmond, Oregon. They began by giving direct donations to charitable causes across the Pacific Northwest where Hayden builds homes. In 2002, First Story collaborated with Hayden Homes to build their first "grant house."

For every new Hayden home that is sold, a donation of one-eighth of 1 percent (or .00125) of the sales price is donated by Hayden Homes, in the homebuyer's name, to First Story to help create a sustainable funding source for their affordable housing program. For example, for a new home sold for \$300,000, the donation would be

Donated homeowners at Village at Cold Springs contend they were never informed about the charitable covenant and it only became apparent as owners began to sell their homes. A resident in Village at Cold Springs, who just recently sold her home, was informed by the title company that she had to pay the one-eighth of one percent fee for the donation or the sale wouldn't go through.

The homeowners ask how they can be held to abide by a covenant they were never informed existed on their title. They also say they never received letters disclosing the donation in their name.

Claire Duncan, executive director of First Story, told The Nugget, "In our model homes, there is a display explaining the charitable program. Our sales people brief prospective buyers on the program. The title company mentions it. It is the first item on the sales addendum. The buyers have a choice to participate in the program or not. If they elect to not participate, we actually remove the covenant from their sales agreement and title."

A letter was sent on December 21, 2018, by Fitch Law Group of Redmond to First Story and Hayden Homes on behalf of the Village at Cold Springs Homeowners Association (HOA). In the letter, Scott Knox, then president of First Story, and Hayden Watson, manager of Hayden Homes, were directed to rescind the Covenant for Community Charitable Fee within 30 days of the date of the letter.

The attorney claimed the covenant is now illegal under ORS 93.269, which became effective January 1, 2016, and states:

"A declarant or covenant that requires the payment of a fee, commission or other payment upon the transfer of the fee simple interest in the property, to the declarant or other persons specified in the declaration of covenant, is void."

The proceeds of a fee must go exclusively to benefit the property or to support activities that directly benefit the residents of the property that are subjected to the covenant fee, which must be executed by a public benefit

corporation. The letter argues that since the fee is not directly benefitting the properties that have had to contribute to it, it is void under ORS 93.267.

The letter directs that any fees that were collected under the covenant must be reimbursed to the payers. A number of Village at Cold Springs homeowners assigned their claims to the HOA, which is acting on their behalf.

As of Monday, March 11, there had been no response from either First Story or Hayden Homes, so on Tuesday, March 12, a suit was filed by Village at Cold Springs HOA against First Story.

The suit alleges that First Story and Hayden Homes have continued to enforce the covenant even though it is unlawful. The suit asks for judgment as follows:

Declaring the covenant null and void; finding in favor of the HOA against First Story in the amount of \$2,689.88 (the amount homeowners have paid in covenant fees); requiring First Story to account for all monies received pursuant to the covenant since 2007 and refunding those monies to parties who have paid, except for those who have assigned their claims to the HOA; payment of the HOA's attorney fees and court costs; and for such further relief as the court deems proper.

When asked her thoughts on the HOA's contention that the covenant is illegal, First Story's Duncan declined to comment and said that their legal counsel would have to speak to that.

According to Doug Wills, HOA president, none of the homebuyers in Village at Cold Springs received any information about the covenant at the time of their home purchase. Wills reported that when the governance of Village at Cold Springs was turned over to the HOA in November 2017, the Board carefully reviewed the CC&Rs to remove any reference to Hayden Homes and never found any mention of the covenant nor was it included in information on a flash drive that was also handed over to the HOA.

Duncan remarked, "In general, it is a little puzzling why we are just hearing about this now. We don't come across people who are in opposition to our charitable program. Maybe there is just a disconnect."

Connect With Us

The Nugget Newspaper

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ORS 93.269

Declaration or covenant related to future fees, commissions or payments to declarant

- recording
 - exceptions
-

- (1) An instrument that conveys, or contracts to convey, a fee simple interest in real property may not cause, or purport to cause, a declaration or covenant to be filed or recorded against the title to the real property if the declaration or covenant requires, or purports to require, the payment of a fee, commission or other payment to the declarant or to another person specified in the declaration or covenant, or to the declarant's or other person's successors or assigns, upon a transfer of a fee simple interest in the property.
- (2) A declaration or covenant that requires, or purports to require, the payment of a fee, commission or other payment upon the transfer of a fee simple interest in real property to the declarant or other person specified in the declaration or covenant, or to the declarant's or other person's successors or assigns, upon a transfer of a fee simple interest in the property or that otherwise violates subsection (1) of this section, is void.
- (3) Subsections (1) and (2) of this section do not apply to the following:
 - (a) An instrument that conveys or contracts to convey a fee simple interest in real property that provides for a grantee to pay consideration to a grantor for the interest in real property being transferred, including but not limited to any subsequent additional consideration for the property the grantee must pay based upon any subsequent appreciation, development or sale of the property.
 - (b) A requirement in a mortgage loan agreement for paying mortgage principal, interest and fees upon sale of the property by the mortgagee.

- (c) A limited liability company, limited liability partnership, corporation, joint venture or partnership agreement in which a member, shareholder, joint venturer or partner contributes real property to the limited liability company, limited liability partnership, corporation, joint venture or partnership.
- (d) An agreement that provides for a series of related transfers of the fee simple interest in a real property, if the agreement identifies with specificity the price of the transferred interest, all consideration given, party names and other essential terms for each transfer of interest that is part of the series.
- (e) An affordable housing covenant, servitude, easement, condition or restriction in a deed, declaration, land sale contract, loan agreement, promissory note, trust deed, mortgage, security agreement or other instrument, including but not limited to instruments created as provided under ORS 456.270 (Definitions for ORS 456.270 to 456.295) to 456.295 (Action affecting covenant) if:
 - (A) The proceeds of any fee, commission or other payment to a declarant or to another person specified in the instrument, or to the declarant's or other person's successors or assigns, are used exclusively to benefit the property, or to support activities that directly benefit the residents of the property, that is subject to the instrument; **and**
 - (B) The instrument is executed by:
 - (i) A public body as defined in ORS 174.109 ("Public body" defined);
 - (ii) An agency of the United States;
 - (iii) A public benefit corporation, religious corporation or foreign corporation, all as defined in ORS 65.001 (Definitions), if the purposes of the corporation include providing affordable housing for low income households and moderate income households as those terms are defined in ORS 456.270 (Definitions for ORS 456.270 to 456.295);
 - (iv) A limited liability company, as defined in ORS 63.001 (Definitions), that has a membership composed of one or more corporations described in sub-subparagraph (iii) of this subparagraph;
 - (v) A consumer housing cooperative as defined in ORS 456.548 (Definitions for ORS 456.548 to 456.725);
 - (vi) A manufactured dwelling park nonprofit cooperative, as defined in ORS 62.803 (Definitions for ORS 62.800 to 62.815); **or**
 - (vii) A federally recognized Indian tribe.
- (f) A requirement for the payment of a fee to:
 - (A) A homeowners association as defined in ORS 94.550 (Definitions for ORS 94.550 to 94.783);

- (B) An association of unit owners as defined in ORS 100.005 (Definitions);
- (C) A managing entity of a timeshare plan, as those terms are defined in ORS 94.803 (Definitions for ORS 94.803 and 94.807 to 94.945);
- (D) Any other owners' association that is governed by recorded covenants, conditions and restrictions; **or**
- (E) An agent for an association or managing entity described in subparagraphs (A) to (D) of this paragraph.
- (g) An agreement between a real estate licensee and a grantor or grantee that provides for any commission payable to the real estate licensee for the transfer of the real property. [2009 c.298 §1; 2015 c.436 §1]

Note: 93.269 (Declaration or covenant related to future fees, commissions or payments to declarant) was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 93 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

Location:

https://oregon.public.law/statutes/ors_93.269

Original Source: Section 93.269 — Declaration or covenant related to future fees, commissions or payments to declarant; recording; exceptions,

https://www.oregonlegislature.gov/bills_laws/ors/ors093.html (last accessed Aug. 25, 2023).



April __, 2024

Robert McAndrews
Public Works Director
City of College Place
625 S. College Ave.
College Place, WA 99324

RE: **CITY OF COLLEGE PLACE – LIFT STATION NO. 5 REPLACEMENT AND STREET
IMPROVEMENTS PROJECT – RECOMMENDATION OF AWARD**

Dear Robert,

On April 23, 2024 _____ (quantity) eligible price proposal(s) (was/were) received and opened on the above referenced project. The Bid Tabulation is attached, and the results of the proposals are as follows:

	Engineer's Estimate	Contractor 1**	Contractor 2**	Contractor 3**
Base Bid 1 (Schedule A)*	\$1,677,000			
Base Bid 2 (Schedule B)	\$618,000			
Base Bid 3 (Schedule C)*	\$18,900			
Total Combined Bids	\$2,313,900			

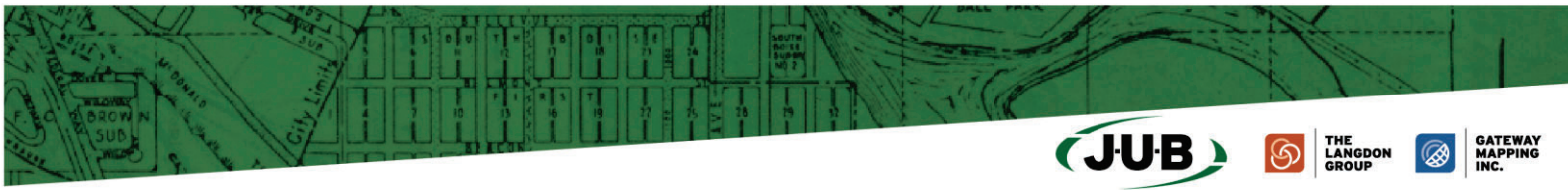
* Totals includes 8.9% sales tax.

** Summary to be completed following bid opening on April 23, 2024.

Based on the results of the eligible price proposal received, it is our recommendation that the City of College Place award all Base Bids for the above mentioned project to _____ (Contractor) in the amount of _____ Dollars (\$_____). This recommendation is conditional upon the City having sufficient funding for the project.

Sincerely,

Alex Romero, P.E.
Project Engineer
J-U-B ENGINEERS, Inc.



Enc: Bid Tabulation
Notice of Intent to Award

CC: Alex Fazzari, J-U-B ENGINEERS, Inc.
Cliff Woods, J-U-B ENGINEERS, Inc.

DRAFT



ENGINEER'S OPINION OF PROBABLE COST

PROJECT: Lift Station No. 5 Replacement and Street Improvements **DATE:** 4/16/2024

PROJECT DESCRIPTION: 100% Cost Opinion - Summary

CLIENT: City of College Place

CLIENT PROJ. NO. 7019

J-U-B PROJ. NO.: 30-21-086

ITEM NO.	DESCRIPTION	TOTAL COST
1	Base Bid 1 (Schedule A)	\$1,677,000
2	Base Bid 2 (Schedule B)	\$618,000
3	Base Bid 3 (Schedule C)	\$18,900
	CONSTRUCTION COSTS	\$2,313,900
	CONSTRUCTION ENGINEERING	\$420,000
	DESIGN ENGINEERING	\$387,880
	TOTAL ESTIMATED COSTS	\$3,122,000

EE, AR
WR, TM

J-U-B ENGINEERS, INC.
3611 S Zintel Way, Kennewick, WA 99337



ENGINEER'S OPINION OF PROBABLE COST

PROJECT:	Lift Station No. 5 Replacement and Street Improvements	DATE:	4/16/2024
PROJECT DESCRIPTION:	100% Cost Opinion - Base Bid 1 (Schedule A)		
CLIENT:	City of College Place		
CLIENT PROJ. NO. 7019	J-U-B PROJ. NO.: 30-21-086		

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
	GENERAL				\$453,600
1	Mobilization (Maximum 10%)	1	LS	\$129,000	\$129,000
2	Dig and Verify	44	EA	\$400	\$17,600
3	SPCC Plan	1	LS	\$3,000	\$3,000
4	FPCC Plan	1	LS	\$2,500	\$2,500
5	Dewatering Plan	1	LS	\$40,000	\$40,000
6	Construction Survey	1	LS	\$10,000	\$10,000
7	Erosion Control and Water Pollution Prevention	1	LS	\$7,500	\$7,500
8	Project Temporary Traffic Control	1	LS	\$15,000	\$15,000
9	Materials Testing	1	LS	\$15,000	\$15,000
10	Shoring Trench Safety Systems	1	LS	\$200,000	\$200,000
11	Remove and Reset Monument	1	EA	\$1,500	\$1,500
12	Project Signage	1	LS	\$2,500	\$2,500
13	O&M Manual/As-Built Drawings	1	LS	\$5,000	\$5,000
14	Minor Changes	1	LS	\$5,000	\$5,000
	LIFT STATION				\$644,400
15	Demolition of Existing Lift Station	1	LS	\$17,000	\$17,000
16	Site Improvements	1	LS	\$90,000	\$90,000
17	Concrete Sanitary Sewer Wet-Well, 72 In. Diam.	1	LS	\$200,000	\$200,000
18	Valve Vault	1	LS	\$35,000	\$35,000
19	Submersible Lift Station	1	LS	\$79,900	\$79,900
20	Service Connection 1 In. Diam.	1	EA	\$2,500	\$2,500
21	Electrical and Controls	1	LS	\$220,000	\$220,000
	SEWER				\$316,600
22	PVC Sanitary Sewer Pipe 8 In. Diam., < 10' Depth	732	LF	\$55	\$40,300
23	PVC Sanitary Sewer Pipe 8 In. Diam., 10' -15' Depth	218	LF	\$170	\$37,100
24	PVC Sanitary Pressure Sewer Pipe 4 In. Diam., < 10' Depth	756	LF	\$50	\$37,800
25	4 In. PVC Sewer Service	391	LF	\$60	\$23,500
26	Sewer Cleanout, 4 In.	21	EA	\$250	\$5,300
27	48 In. Flow Meter Access Manhole	1	LS	\$14,000	\$14,000
28	Manhole 48 In. Diam. Type 1	7	EA	\$9,000	\$63,000
29	Manhole Additional Height 48 In. Diam. Type 1	4	LF	\$200	\$800
30	Doghouse Manhole 48 In. Diam.	1	EA	\$12,500	\$12,500
31	Removal and Replacement of Unsuitable Trench Backfill Material	62	CY	\$75	\$4,700
32	Removal and Replacement of Unsuitable Trench Foundation Material	218	LF	\$58	\$12,600
33	Remove Existing Sanitary Sewer Manhole	1	EA	\$1,000	\$1,000

34	Remove Existing Sanitary Sewer Pipe	71	LF	\$28	\$2,000
35	Modify Existing Manhole	4	EA	\$5,000	\$20,000
36	Connect to Existing Manhole	2	EA	\$5,000	\$10,000
37	Core, Rechannel, and Connect to Existing Lift Station No. 5 Wet-well	1	LS	\$15,000	\$15,000
38	Abandon In Place	4	EA	\$500	\$2,000
39	Sewer Bypass Pumping	1	LS	\$15,000	\$15,000
	SUBTOTAL				\$1,414,600
	WALLA WALLA COUNTY SALES TAX			8.90%	\$125,899
	CONSTRUCTION SUBTOTAL				\$1,541,000
	PROPERTY ACQUISITION¹				\$106,146
	PACIFIC POWER SERVICE²				\$28,909
	CASCADE NATURAL GAS SERVICE³				-
	TOTAL ESTIMATED COSTS				\$1,677,000
EE, AR	J-U-B ENGINEERS, INC. 3611 S Zintel Way, Kennewick, WA 99337				

Notes:

- Property acquisition costs as of 6/22/2023.
- Pacific Power Service includes offsite improvements, service wire and meter installation, and service activation only. Onsite trenching and conduit installation is included in the bid schedule. Per agreement signed XX/XX/2023.
- Cascade Natural Gas Service includes underground service installation from line in SW 1st Street and installation of a gas meter on new Lift Station No. 5 site. Service is zero cost for commercial users if service is less than 163 feet.



ENGINEER'S OPINION OF PROBABLE COST

PROJECT:	Lift Station No. 5 Replacement and Street Improvements	DATE:	4/16/2024
PROJECT DESCRIPTION:	100% Cost Opinion - Base Bid 2 (Schedule B)		
CLIENT:	City of College Place		
CLIENT PROJ. NO. 7019	J-U-B PROJ. NO.: 30-21-086		

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
	PREPARATION				\$134,300
1	Mobilization (Maximum 10%)	1	LS	\$40,400	\$40,400
2	Removing Asphalt Conc. Pavement	3,700	SY	\$12	\$44,400
3	Removing Cement Conc. Sidewalk/Driveways	300	SY	\$25	\$7,500
4	Removing Cement Conc. Curb and Gutter	588	LF	\$8	\$4,800
5	Mailbox Support, Type 1	1	EA	\$1,000	\$1,000
6	Mailbox Support, Type 2	5	EA	\$1,200	\$6,000
7	Removal of Landscape Features	1	LS	\$5,000	\$5,000
8	Adjust Valve Box	5	EA	\$650	\$3,300
9	Adjust Manhole	5	EA	\$1,500	\$7,500
10	Resetting Water Meter	6	EA	\$1,500	\$9,000
11	Adjust Catch Basin	1	EA	\$1,000	\$1,000
12	HMA Sawcut and Seal	175	LF	\$25	\$4,400
	GRADING				\$32,100
13	Roadway Excavation Incl. Haul	635	CY	\$48	\$30,500
14	Embankment Compaction	160	CY	\$10	\$1,600
	DRAINAGE				\$38,900
15	Catch Basin Type 1	4	EA	\$2,500	\$10,000
16	Manhole 48 In. Diam. Type 1	1	EA	\$5,500	\$5,500
17	Infiltration Trench (5'x5' Typical with 12' Perf. Pipe)	50	LF	\$150	\$7,500
18	Shoring Trench Safety Systems	1	LS	\$5,000	\$5,000
19	Solid Wall PVC Storm Sewer Pipe 12 In. Diam.	10	LF	\$90	\$900
20	Solid Wall PVC Storm Sewer Pipe 10 In. Diam.	56	LF	\$86	\$4,900
21	Solid Wall PVC Storm Sewer Pipe 8 In. Diam.	62	LF	\$82	\$5,100
	SURFACING				\$27,600
22	Crushed Surfacing Top Course	100	CY	\$150	\$15,000
23	Crushed Surfacing Base Course	72	CY	\$175	\$12,600
	HOT MIX ASPHALT				\$115,500
24	HMA CL. 1/2 In. PG 64-28H	1,004	TON	\$115	\$115,500
	EROSION CONTROL AND ROADSIDE PLANTING				\$5,000
25	Landscape Restoration	1	LS	\$5,000	\$5,000
	TRAFFIC				\$263,900
26	Project Temporary Traffic Control	1	LS	\$20,000	\$20,000
27	HMA Driveway Approach Transition	109	SY	\$115	\$12,600
28	Cement Concrete Driveway Approach Transition	146	SY	\$75	\$11,000
29	Roadway Surveying	1	LS	\$5,000	\$5,000

30	Cement Concrete Commercial Driveway	20	SY	\$150	\$3,000
31	Cement Concrete Driveway Entrance Type 1	294	SY	\$200	\$58,800
32	Cement Concrete Sidewalk	465	SY	\$75	\$34,900
33	Cement Concrete Pedestrian Curb	71	LF	\$45	\$3,200
34	Cement Concrete Traffic Curb and Gutter	1,246	LF	\$50	\$62,300
35	Cement Concrete Valley Gutter	24	LF	\$45	\$1,100
36	Cement Concrete Curb Ramp Type A	2	EA	\$3,250	\$6,500
37	Cement Concrete Curb Ramp Type C	2	EA	\$3,250	\$6,500
38	Planing Bituminous Pavement	785	SY	\$20	\$15,700
39	Permanent Signing	1	LS	\$10,000	\$10,000
40	Painted Stop Line	15	LF	\$15	\$300
41	Painted Crosswalk Line	80	SF	\$8	\$700
42	Painted Traffic Arrow	3	EA	\$75	\$300
43	ADA Features Surveying	1	LS	\$12,000	\$12,000
SUBTOTAL					\$617,300
WALLA WALLA COUNTY SALES TAX ¹				8.9%	-
CONSTRUCTION SUBTOTAL					\$618,000
TOTAL ESTIMATED COSTS					\$618,000
J-U-B ENGINEERS, INC.					
WR, TM	3611 S Zintel Way, Kennewick, WA 99337				



ENGINEER'S OPINION OF PROBABLE COST

PROJECT: Lift Station No. 5 Replacement and Street Improvements **DATE:** 4/16/2024

PROJECT DESCRIPTION: 100% Cost Opinion - Base Bid 3 (Schedule C)

CLIENT: City of College Place

CLIENT PROJ. NO. 7019 J-U-B PROJ. NO.: 30-21-086

ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	Dig and Verify	2	EA	\$400	\$800
2	Resetting Existing Hydrant	1	EA	\$3,000	\$3,000
3	Resetting Water Meter	6	EA	\$2,500	\$15,000
	SUBTOTAL				\$18,800
	WALLA WALLA COUNTY SALES TAX			8.90%	\$71
	CONSTRUCTION SUBTOTAL				\$18,900
	TOTAL ESTIMATED COSTS				\$18,900

WR, TM					
J-U-B ENGINEERS, INC.					
3611 S Zintel Way, Kennewick, WA 99337					

CITY OF COLLEGE PLACE
LIFT STATION NO. 5 REPLACEMENT AND STREET IMPROVEMENTS
WALLA WALLA, COUNTY, WASHINGTON

NOTICE OF INTENT TO AWARD

The **City of College Place** announces its intent to award the contract for the **Lift Station No. 5 Replacement and Street Improvements** project to _____ (Contractor) for the amount of _____ Dollars (\$_____).

This Notice of Intent to Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the **City of College Place** and the apparent successful bidder. The bidder shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the **City of College Place** is executed. If the apparent successful bidder fails to negotiate and execute a contract with the **City of College Place**, the **City of College Place** may revoke the award and award the contract to the next lowest bidder or withdraw the Sealed Bid. The **City of College Place** further reserves the right to cancel this Notice of Intent to Award at any time prior to the execution of a written contract.

This Notice of Intent to Award starts the two (2) full business day period in which an unsuccessful bidder may file a written protest pursuant to RCW 39.04.105.

Thank you for participating in the competitive selection process.

Owner: **City of College Place**

Robert McAndrews, Public Works Director

Date