

Tuesday, January 14, 2025
City Council Meeting - Hybrid (In-Person & Electronic)

7:00 P.M.

#2152 Regular City Council Meeting - Hybrid (In-Person & Electronic)

Agenda: <https://go.boarddocs.com/wa/cocp/Board.nsf/goto?open&id=DA3RVE6FD2C6>

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/82230376329>

Or you may call this number to listen: 1-669-900-9128 ID#82230376329

Phone controls: *6 - toggle mute/un-mute and *9 - raise hand

Agenda may be viewed at: <https://go.boarddocs.com/wa/cocp/Board.nsf/goto?open&id=DA3RVE6FD2C6>

1. Opening Items.

Subject :	1.01 Call To Order
Meeting :	Jan 14, 2025 - 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 :	Jan 14, 2025 - 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 meetings are primarily structured to permit Council Members to arrive at the decisions necessary to govern the City.

Meeting Protocol for Public Comment:

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

- Your Name
- Your Address

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

Verbal Public Comments may be made during the meeting:

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

Telephone and Virtual Comments:

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

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

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

File Attachments

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

2. Consent Agenda.

Subject :	2.01 AB 25001 - Approve Agenda for January 14, 2025.
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)

Consent

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

Subject :	2.02 AB 25002 - Approve Council Minutes from December 10, 2024.
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)

Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes
Minutes :	View Minutes for Dec 10, 2024 - City Council Meeting - Hybrid (In-Person & Electro

File Attachments

[2024-12-10 Council Meeting Minutes.pdf \(753 KB\)](#)

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 25003 - Approve Council Workshop Minutes from January 7, 2025.
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes
Minutes :	View Minutes for Jan 7, 2025 - City Council Workshop - Hybrid (In-Person & Electr

File Attachments

[2025-1-7 Council Workshop Minutes.pdf \(665 KB\)](#)

Consent

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Subject :	2.04 AB 25004 - Rescheduling of November 11, 2025 Council Meeting.
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public

Type :	Action (Consent)
Preferred Date :	Jan 14, 2025
Absolute Date :	Jan 14, 2025
Fiscal Impact :	No
Recommended Action :	Motion to approve the rescheduling of the November 11, 2025 Council Meeting to November 12, 2025 at 7PM at City Hall.

Public Content

Information for Consideration:

11/11/2025 Regular Council Meeting will be rescheduled for Wednesday, 11/12/2025 at 7PM due to Veteran's Day holiday.

Consent

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Subject :	2.05 AB 25005 - Cancellation of June 3 Council Workshop.
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Jan 14, 2025
Absolute Date :	Jan 14, 2025
Fiscal Impact :	No
Recommended Action :	Motion to approve the cancellation of the June 3, 2025 Council Workshop.

Public Content

Information for Consideration:

City Clerk will be out of town at Professional Development I (City Clerk training).

Consent

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Subject :	2.06 AB 25006 - 2025 Council and Commission Schedules.
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action
Preferred Date :	Jan 14, 2025
Absolute Date :	Jan 14, 2025
Fiscal Impact :	No
Recommended Action :	Motion to approve the Council Commission Assignments for 2025 and the Regular Meeting and Event Schedule.

Public Content

Information for Consideration:

Council Commission Assignments

2025 Regular Meeting and Event Schedule (attached below)

Administrative File Attachments

[2025 Calendar.pdf \(121 KB\)](#)

Subject :	2.07 AB 25007 - 2025 Confirmation of Re-appointments to Boards and Commissions.
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to re-appoint the following: Kelli Leen (Position 2) to the Economic Development, Tourism, and Events Commission; Terrie Aamodt (Position 1) to the Historic Preservation Commission; Monica Boyle (Position1), Steve Owens (Position 2), and Groover Snell (Position 3) to the

Lodging Tax Advisory Commission; Lafe Bissell (Position 2), and Jordan Green (Position 4) to the Parks, Arbor, and Recreation Board; John Cress (Position 2) to the Utilities and Transportation Advisory Commission.

Public Content

Historical Perspective:

Various commission terms expired on 12/31/2024:

- Economic Development, Tourism, and Events Commission - Position 2
- Economic Development, Tourism, and Events Commission - Position 4
- Economic Development, Tourism, and Events Commission - Position 6
- Historic Preservation Commission - Position 1
- Historic Preservation Commission - Position 5
- Lodging Tax Advisory Commission - Position 1
- Lodging Tax Advisory Commission - Position 2
- Lodging Tax Advisory Commission - Position 3
- Lodging Tax Advisory Commission - Position 4
- Lodging Tax Advisory Commission - Position 5
- Parks, Arbor, and Recreation Board - Position 2
- Parks, Arbor, and Recreation Board - Position 4
- Planning Commission - Position 3
- Planning Commission - Position 4
- Planning Commission - Position 6
- Utilities and Transportation Advisory Commission - Position 2
- Utilities and Transportation Advisory Commission - Position 4

The following positions remain vacant and the City is currently seeking applicants:

- Historic Preservation Commission
 - Position 2 (three-year term expiring 12/31/2026) - vacated early 2024
 - Position 5 (three-year term expiring 12/31/2027)
- Youth Advisory Commission:
 - Walla Walla Valley Academy Student - Position 2 (2024-2025 School Year)

Information for Consideration:

The following re-appointments have been requested:

- Economic Development, Tourism, and Events Commission:
 - Position 2 - Kellie Leen (new four-year term expiring 12/31/2028)
- Historic Preservation Commission:
 - Position 1 - Terrie Aamodt (new three-year term expiring 12/31/2027)
- Lodging Tax Advisory Commission:
 - Position 1 - Monica Boyle (new one-year term expiring 12/31/2025)
 - Position 2 - Steve Owens (new one-year term expiring 12/31/2025)
 - Position 3 - Groover Snell (new one-year term expiring 12/31/2025)
- Parks, Arbor, and Recreation Board:
 - Position 2 - Lafe Bissell (new four-year term expiring 12/31/2028)

- Position 4 - Jordan Green(new four-year term expiring 12/31/2028)
- Utilities and Transportation Advisory Commission:
 - Position 2 - John Cress (new four-year term expiring 12/31/2028)

File Attachments

[2024-12-10 Council Meeting Minutes.pdf \(780 KB\)](#)
[2025-Aamodt_Appointment_Letter.pdf \(131 KB\)](#)
[2025-Bissell_Appointment_Letter.pdf \(132 KB\)](#)
[2025-Boyle_Appointment_Letter.pdf \(153 KB\)](#)
[2025-Cress_Appointment_Letter.pdf \(133 KB\)](#)
[2025-Green_Appointment_Letter.pdf \(133 KB\)](#)
[2025-Leen_Appointment_Letter.pdf \(130 KB\)](#)
[2025-Owens_Appointment_Letter.pdf \(152 KB\)](#)
[2025-Snell_Appointment_Letter.pdf \(152 KB\)](#)

Consent

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Subject :	2.08 AB 25008 - Appointment Confirmation of Michael Laizure to the Lodging Tax Advisory Commission.
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Feb 13, 2024
Recommended Action :	Motion to approve the appointment of Michael Laizure to the Lodging Tax Advisory Commission.

Admin Content

Briefly describe your background and experience:

Resident of College Place for 25+ years
 Transportation / Logistics / Construction & Arbor Care company owner 25+ years
 Local employer 25+ years
 East Gate Loins 6 years
 CPFD 3+ years

List any special training, skills, or experiences you may have that are pertinent to the Board/Commission to which you are applying:

CDL Class A - Hazmat - Doubles / Triples - Tanker endorsements
Explosive and Radio Active Materials transportation certification
Firefighter 1&2 - Hazmat Awareness & Ops - Wildland FF 2 & Red Card
2023 CPFDF Firefighter of the year
Washington state EVIP instructor
Completed EMT class @ CPFDF
Current treasurer CPFDFFA
Walla Walla County CASA

Dealings with local, state and the federal government concerning security, regulatory, compliance, and enforcement issues in regards to my businesses (USDOT, FMCSA, DOD, DOE, CDC, US Treasury, Law enforcement)

Represented the 150,000 members of OOIDA to the 109th United States Congress - Committee On Homeland Security - Subcommittee On Economic Security, infrastructure Protection, and Cybersecurity- 11/1/2005

Discuss your motivation for serving on the Board/Commission to which you are applying:

I'm motivated by the opportunity to increase my involvement in the community through volunteerism where I have raised my family, grown my businesses, and have called home for more than 25 years.

State your goals for the City:

Sustainable positive growth with an emphasis on long term fiscal and economic stability through accountability and common sense

Administrative File Attachments

[UTAC_Laizure_Michael_2020-12-02.pdf \(175 KB\)](#)
[Michael Laizure- Planning Commission.pdf \(429 KB\)](#)

Consent

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Subject :	2.09 AB 25009 - Appointment Confirmation of Victor Valerio to the Planning Commission.
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)

Preferred Date :

Feb 13, 2024

Recommended Action :

Motion to approve the appointment of Victor Valerio to the Planning Commission.

Admin Content

Briefly describe your background and experience:

I have worked in Public Service by advocating for rural communities the past 7 years as Congresswoman's McMorris Rodgers regional representative. I have been part of multiple meetings in the community regarding City, Port, County and State issues to better inform the Congresswoman about the needs of the community.

I also have experience working for Providence Medical Group and the College Place School District which has given me perspectives from our healthcare and educator community.

List any special training, skills, or experiences you may have that are pertinent to the Board/Commission to which you are applying:

As I mentioned earlier, I have had many interactions with groups in the community as well as neighboring counties whom are proactively working to better the community.

I have an extended list of contacts that have helped me further relate and understand people's concerns.

Discuss your motivation for serving on the Board/Commission to which you are applying:

I believe it would be a good opportunity to get more involved in the decisions of policies that affect our community. I would also like the opportunity to continue to advocate for people while also improving my city.

State your goals for the City:

My goals are that the City continues to grow while maintaining it's core values as a community.

I would also love more hispanic involvement in events as they make up a large percentage in the community.

Administrative File Attachments

[BOARD AND COMMISSION APPLICATION - Valerio.pdf \(95 KB\)](#)

Consent

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Subject :

2.10 AB 25010 - Appointment Confirmation of Brandon

Stepper to the Planning Commission.

Meeting : Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)

Category : 2. Consent Agenda.

Access : Public

Type : Action (Consent)

Preferred Date : Feb 13, 2024

Recommended Action : Motion to approve the appointment of Brandon Stepper to the Planning Commission.

Admin Content

Briefly describe your background and experience:

Builder. Built a few houses in Walla Walla. Remodeld a house in Milton Freewater. Put a small Subdivision in College Place (7 lots). Currently remodeling a house in College Place.

List any special training, skills, or experiences you may have that are pertinent to the Board/Commission to which you are applying:

Developer.

Discuss your motivation for serving on the Board/Commission to which you are applying:

Future projects for College Place. For the well being of my family that lives in College Place

State your goals for the City:

To help with realistic goals for the future of College Place

Administrative File Attachments

[CP-BOARD-INTEREST-FORM-Stepper.pdf \(428 KB\)](#)

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Subject : 2.11 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.

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Meeting :	Jan 14, 2025 - 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

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3. Presentations.

Subject :	3.01 AB 25011 - Martin Luther King Jr Day Proclamation - Mayor Hernández
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	3. Presentations.
Access :	Public
Type :	Information

Public Content

Mayor Hernández will read the Martin Luther King Jr Day Proclamation.

File Attachments

[MLK Jr Day Signed.pdf \(283 KB\)](#)

[MLK Day Post.pdf \(286 KB\)](#)

4. Public Hearings.

Subject :	4.01 Procedure for Public Testimony
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	4. Public Hearings.
Access :	Public

Type :

Procedural

Public Content

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Meeting Protocol for Public Testimony:

When submitting public testimony, 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.)

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- 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 the public hearing topic.

5. Action Items.

Subject :	5.01 AB 25012 - Adoption of FY 2025 to 2035 Strategic Plan - Mr. Rizzitiello
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jan 14, 2025
Absolute Date :	Jan 14, 2025
Fiscal Impact :	No
Budgeted :	Yes
Recommended Action :	Motion to adopt Ordinance #25-001 which adopts FY 2025 to 2035 Strategic Plan and permits this document to replace hyperlinked plan in CPMC 2.10.10

Public Content

Historical Perspective:

The Strategic Plan helps guide the operations of the City through mission, values, goals, and objectives. It was first adopted in 2017. The last plan was updated in June 2021.

Information for Consideration:

The new Strategic Plan was reviewed at length during the January 7th, 2025 City Council Workshop. The Strategic Plan has a new Vision and Mission. It is broken up into five key priority areas.

- A Connected Community
- A Fun Community
- A Resilient Community
- A Safe Community
- An Affordable Community

File Attachments

[CPWA Strategic Plan.pdf \(14.304 KB\)](#)

[Old Strategic Plan.pdf \(1.179 KB\)](#)

[Ordinance 25-001 FY 2025 to 2030 Strategic Plan.pdf \(152 KB\)](#)

Subject :	5.02 AB 25013 - Contract Amendment for Post Office Crosswalk Engineering - Mr. McAndrews
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jan 14, 2025
Absolute Date :	Jan 14, 2025
Fiscal Impact :	Yes
Dollar Amount :	\$30,400.00
Budgeted :	Yes
Budget Source :	WSDOT Ped and Bike Grant and Street Improvement Fund
Recommended Action :	Motion to Authorize Public Works Director or designee to sign Authorization for Contract Amendment increasing the authorized fee for the Post Office Crosswalk Project by \$30,400 bringing the new total to \$69,030.

Public Content

Historical Perspective:

The City hired JUB Engineers to design the Post Office Crosswalk project and to provide construction phase services.

The project got delayed after the City was made aware that aspects of the WSDOT funding needed additional review and approval before funding could be obligated and eligible for reimbursement.

Information for Consideration:

The project is almost complete but there are additional costs that have not been invoiced due to assistance that City staff needed from JUB to get proper authorization from WSDOT and to help oversee the completion of the project.

File Attachments

[ContractAmendment.pdf \(417 KB\)](#)

Subject :	5.03 AB 25014 - Resolution to Accept State Department of Health Consolidation Feasibility Study Grant - Mr. Rizzitiello
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jan 14, 2025
Absolute Date :	Jan 14, 2025
Fiscal Impact :	Yes
Dollar Amount :	\$70,000.00
Budgeted :	Yes
Budget Source :	100% State DOH Grant
Recommended Action :	Motion to accept Resolution #25-001 which permits City Administrator to sign State Department of Health Contract #GVL30999-0 Consolidation Feasibility Study.

Public Content

Historical Perspective:

- Villages at Garrison Creek Homeowners Association was platted in the late 1990's. Most infrastructure in the Homeowners Association is private (HOA owned-operated) including water and sewer lines.

- Irrigation District 14 is a special purpose separate irrigation district that provides potable drinking water to several areas of the City including everything northwest of the College Avenue & Whitman Drive intersection and the neighborhood between Academy Way, SW Davis Avenue, SW 4th Street, and Whitman Drive.

Information for Consideration:

The City Administrator presented this issue to City Council at the June 25th, 2024 meeting. City Council directed staff to file application with the State Department of Health. City staff did so. The City Administrator received communication from the State the first week of January 2025 that a \$70,000 grant would be awarded for such efforts.

File Attachments

- [Agreement.pdf \(277 KB\)](#)
- [DOH_ConsolidationGrant_Guidelines.pdf \(345 KB\)](#)
- [Village of GC Correspondence.pdf \(90 KB\)](#)
- [VillagesofGarrisonCreekMap.png \(561 KB\)](#)
- [Water_Consolidations_Irrigation14_Map.pdf \(4,753 KB\)](#)
- [Resolution 25-001 State Department of Health Consolidation Feasibility Grant.pdf \(158 KB\)](#)

Subject :	5.04 AB 25015 - Resolution to Award Architectural Design Agreement to Design West Architects for Lions Park Community Center Replacement Structure. - Mr. Rizzitiello
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jan 14, 2025
Absolute Date :	Jan 14, 2025
Fiscal Impact :	Yes
Dollar Amount :	\$368,732.00
Budgeted :	Yes
Budget Source :	\$200,000 - Walla Walla County .09 Grant \$168,732 - Either City ELF or YMCA Redirected ELF Grant
Recommended Action :	Motion to accept Resolution #25-002 which permits City Administrator to sign agreement with Design West Architects for Architectural Design Services for the replacement Lions Park Community Center Building.

Public Content

Historical Perspective:

Over the last several years the City has worked with partners to try to assemble funds to construct a replacement community center structure at Lions Park that would include a commercial kitchen, community room, childcare facility, and library branch.

Information for Consideration:

Eleven architectural firms submitted proposals for project. Design West was chosen by graders as top responsive bidder.

File Attachments

- [A&E Agreement Lion's Park Community Center - Design West.pdf \(489 KB\)](#)
- [Design West Lions Park Community Center Architect & Engineering Agreement - DRAFT.pdf \(519 KB\)](#)
- [Lions Park Exhibit A_Fee 11.12.24.pdf \(96 KB\)](#)
- [Proposal 2024 08-12 COMM Econ Dev.pdf \(4,425 KB\)](#)
- [RFQ_LionsParkComCenter_SUMmaryScores.pdf \(66 KB\)](#)
- [SOQ City of College Place Arch Services for Buildable Plans-Lions Park Community Center.pdf \(6,110 KB\)](#)
- [Resolution 25-002 Lions Park Community Center Architectural Design Agreement .pdf \(157 KB\)](#)

Subject :	5.05 AB 25016 - Blue Mountain Humane Society Contract - Mr. Rizzitiello
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jan 14, 2025
Absolute Date :	Jan 14, 2025
Fiscal Impact :	Yes
Dollar Amount :	\$17,750.00
Budgeted :	Yes
Budget Source :	2025 Budget
Recommended Action :	Motion to authorize the City Administrator to sign the 2025 contract with Blue Mountain Human Society for a one-year term.

Public Content

Historical Perspective:

The City has a contract with Blue Mountain Humane Society for Shelter Services. It has not been substantially updated since 2017. In 2024 the Blue Mountain Humane Society turned in a notice of termination pertaining to the old contract to begin negotiations with the new agreement.

Information for Consideration:

The new agreement would be for one year. The agreement clears up language pertaining to responsible city officials, programmatic communication, and fee for service (\$1,479.17 monthly compared to \$1,000 historical). This additional cost was incorporated in the adopted FY 2025 budget.

File Attachments

[BMHS Contract_2025.pdf \(188 KB\)](#)

Subject :	5.06 AB 25017 - Blue Mountain Action Council Low-Income Discount Program Screening - Mr. Carleton
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jan 14, 2025
Absolute Date :	Jan 14, 2025
Fiscal Impact :	Yes
Dollar Amount :	\$6,000.00
Budgeted :	Yes
Budget Source :	2025 Budget
Recommended Action :	Motion to authorize the City Administrator to sign the BMAC contract for a one year trial period FY 2025.

Public Content

Historical Perspective:

The City currently has a contract with Blue Mountain Action Council (BMAC) to process our utility discount program. The current contract is set at a per request fee of \$30.00 per completed application. Currently we spend less than \$1000 per year to BMAC under the current contract. BMAC has informed us they are moving away from the per application amount to a fixed monthly dollar amount. BMAC is doing this across the board and all other jurisdictions are accepting the change. The proposed contract has set the rate at \$500 per month for the contract period.

This is a substantial increase in costs for the City, but are options are limited. One option is to bring the handling of the application process internally. Due to nature of handling citizen financial information and departmental staffing limitation, we are recommending accepting the contract with BMAC as it was presented.

Information for Consideration:

File Attachments

[Blue Mountain Action Council Annual Rate Addendum 2022-04-21.pdf \(77 KB\)](#)
[2024-7 CP Utility Contract with BMAC.pdf \(27 KB\)](#)

Subject :	5.07 AB 25018 - Utility Discount Code - Mr. Carleton
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jan 14, 2025
Absolute Date :	Jan 14, 2025
Fiscal Impact :	No
Recommended Action :	Motion to approve Ordinance 25-002 updating the Utility Discount Program.

Public Content

Historical Perspective:

The City currently offers a utility discount program to citizens that are either certain low-income senior's or low-income disabled. Blue Mountain Action Council (BMAC) handles the approval process for the City and currently we have approximately 15 utility accounts under the current program. The current maximum annual household income must be at or below 125% of federal poverty guidelines.

The City of Walla Walla also offers a utility discount program that is open to any citizens that are below 150% of the federal poverty guidelines. They also cap the total amount of discount given in the year to \$136,000.

Information for Consideration:

We recommend a change to our code to open up the program to include any College Place citizen that are below the 150% poverty guideline. The updated draft of the new code is attached. This change will also consolidate all the utility discounts under one section and will simplify the current process.

File Attachments

[CP_UTILITYDISCOUNTCODE.pdf \(107 KB\)](#)
[UTILITY DISCOUNT BY UTILITY 2024.pdf \(56 KB\)](#)
[ORDINANCE 25-002 - UTILITY DISCOUNT CODE.pdf \(151 KB\)](#)
[UTILITY DISCOUNT PROGRAM UPDATE 1-10-25.pdf \(233 KB\)](#)

6. Administrative Reports.

Subject :	6.01 AB 25019 - Economic Development Flyers for FY 2025 - Mr. Rizzitiello
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)

Category :	6. Administrative Reports.
Access :	Public
Type :	Information

Public Content

Historical Perspective:

Annually city staff update data and other information pertaining to economic development efforts.

Information for Consideration:

The documents have been recommended for Council approval by the Economic Development Commission on January 6th, 2025.

File Attachments

[EconomicDevelopment_2025_Data_MarketingFlier.pdf \(735 KB\)](#)
[EcDev_2025_Data_Downtown_Flier.pdf \(239 KB\)](#)
[EcDev_2025_Data_MeadowbrookandStoneCreek.pdf \(282 KB\)](#)
[EcDev_2025_Data_MyraRdFlier.pdf \(234 KB\)](#)
[Resolution 25-XXX FY 2025 Economic Development Fliers.pdf \(145 KB\)](#)
[2.png \(2,120 KB\)](#)
[1.png \(1,871 KB\)](#)
[3.png \(1,511 KB\)](#)
[Daily Traffic Counts City of College Place .png \(941 KB\)](#)

Subject :	6.02 AB 25020 - Public Records Index Maintenance Pursuant to RCW 42.17.070 - Ms. Culwell
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	6. Administrative Reports.
Access :	Public
Type :	Discussion

Public Content

Historical Perspective:

Washington state Public Records Act requires all cities and other public/governmental agencies to create, maintain and publish an index of certain identifying information about public records unless doing so would be unduly burdensome. If unduly burdensome, the agency must issue and publish an order stating as such. A copy of RCW 42.56.070 is attached.

Information for Consideration:

The City of College Place, in June of 2001, passed Resolution No. 644 declaring the creation and maintenance of a City-wide index of City public records would be unduly burdensome. City Records Officer, responsible for compliance with the Public Records Act brings attention to a

trend of claims that RCW 42.56.070 requires not only the governmental agency - e.g. a city, county or the state, but also sub-governmental agencies - e.g. state Department of Commerce, county health department, or city police department - to create, maintain and publish a public records index. After consultation with legal, staff recommends passing a new resolution ordering that creating and maintaining a city-wide ordinance remains and is likely to remain unduly burdensome and also that creating and maintaining department specific index or multiple department combined index would also be unduly burdensome to comply with RCW 42.56.070.

The City has strived to continuously improve records identification and management and has consistently facilitated public access to records. Staff is satisfied to create and maintain any index at this time is not possible with current staffing levels and revenue and that this is unlikely to change in the near future.

Resolution No. 644 is attached as well as a proposed Resolution for Council review.

File Attachments

[644 - 6-11-01 - Directing all Indexes for City be made Available to Public.pdf \(76 KB\)](#)
[RCW 42.56.070_ Documents and indexes to be made publicStatement of costs_.pdf \(239 KB\)](#)
[Resolution 25-XXX Indexes unduly burdensome.pdf \(162 KB\)](#)

Subject :	6.03 AB 25021 - Indigent Defense Services - Proposed Contract with Ponti Law, LLC - Ms. Culwell
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	6. Administrative Reports.
Access :	Public
Type :	Discussion

Public Content

Historical Perspective:

College Place is required by law to provide indigent criminal defense services in all misdemeanor crimes charged by the City. Cortez Law Offices and then attorney Rebecca Lemons (Lemons Law) provided such services to the City. Ms. Lemons recently notified the City that she had decided not to renew the agreement with the City.

Information for Consideration:

City staff reached out to attorney Alex Biel who had previously notified the City of his interest in serving as an indigent defense attorney for the City, to inquire of his continued interest. Mr. Biel has joined Bryan Ponti who is currently under contract with the City to perform indigent defense services for cases which Ms. Lemons had a conflict, and Mr. Ponti, Mr. Biel and City staff have agreed to present the proposed agreement to hire Ponti Law to perform the services.

All figures are for up to 250 cases per year.

1 year proposal: \$550/case per year

\$137,500 per year

3 year proposal: 2025 - same as 1 year

2026 - \$569/per case

\$142,250 per year

2027 - \$588/per case

Legal review still needs to be performed. Staff asks for review and direction on how to proceed.

File Attachments

[College Place_Contract for Indigent Defense Services 2025-2027 \(3 years\) - Ponti Law.pdf \(132 KB\)](#)

[College Place_Contract for Indigent Defense Services 2025 \(1 year\) - Ponti Law.pdf \(130 KB\)](#)

7. Informational Reports.

Subject :	7.01 Major Association of Washington Cities Events in 2025
Meeting :	Jan 14, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	7. Informational Reports.
Access :	Public
Type :	

Public Content

Major AWC events

Mark your calendar with key dates for AWC training and events in 2025. Watch for AWCs *CityVoice* newsletter on Wednesday afternoons for registration details and information on [Certificate of Municipal Leadership](#) credits for elected officials.

Mayors Exchange | January 24 | Olympia

- Registration for this event is open: [Register today!](#)
- This forum is limited to mayors.
- City member registration fees: \$125

City Action Days | February 19-20 | Lacey

- Registration for this event is open: [Register today!](#)
- This conference is for elected officials, city managers/administrators, intergovernmental relations staff, and department heads.
- City member registration fees: \$250

Elected Officials Essentials Forum | February 28 | Tacoma

- Registration for this event is open: [Register today!](#)

- This forum is for elected officials who have come into office since fall 2023.
- City member registration fees: \$125

Healthy Worksite Summit | March 12-13 | Lynnwood

- Registration for this event is open: [Register now!](#)
- This conference is for wellness coordinators and committee members, benefits and human resource leaders, safety and risk management professionals, and management at worksites.
- AWC Trust members attend for free.
- City member registration fees: \$300 (early bird), \$350 (after February 11)

Labor Relations Institute | May 7-9 | Yakima

- Registration opens March 5. [Learn more.](#)
- Attendance at this conference is limited to those who solely represent the interests of management.
- City member registration fees: \$450 (early bird), \$550 (after April 7)

AWC Annual Conference | June 24-27 | Kennewick

- Registration opens February 19. [Learn more.](#)
- This conference is for elected officials, city managers/administrators, and department heads.
- City member registration fees: \$585 (early bird), \$685 (after May 27)

Municipal Budgeting & Fiscal Management Workshop | August 6-7 | Wenatchee

- Registration opens June 4. Watch the AWC website for updates.
- This workshop is for elected officials, clerks/treasurers, and finance and budget staff.
- City member registration fees: \$250 (early bird), \$300 (after July 7)

AWC Member Expo | October 8-9 | Chelan

- Registration opens July 31. [Learn more.](#)
- Attendance at the Expo is limited to those jurisdictions that are members of the AWC Employee Benefit Trust, AWC Risk Management Service Agency, AWC Retro Program, or the AWC Drug & Alcohol Consortium.
- Member Pooling Program member fees: Complimentary

Elected Officials Essentials Workshop | December 6 | Multiple locations and online

- Registration opens October 2. Watch the AWC website for updates.
- This workshop is for new and seasoned elected officials, city managers/administrators, and clerks.

Need a scholarship to attend an event?

[Find more information](#) on each of these AWC scholarships:

- **First-time Attendee Scholarship Program:** This scholarship opportunity is available to first-time attendees who are elected officials and offers complimentary registration as well as limited travel reimbursement.

- **Small City Scholarship Program:** This scholarship provides complimentary registration to cities with a population of 5,000 or less. Each city may access four scholarships per year.
- **Washington Cities Scholarship Program:** This scholarship is for cities over 5,000 in population experiencing financial challenges. This scholarship provides registration at 50% of the event registration fee. It is available for AWCs major conferences.
- **Risk Management Service Agency (RMSA) Scholarship Program:** Available to RMSA members for pre-approved workshops and trainings.
- **Employee Benefit Trust Scholarship Program:** Available to Trust members for all Trust-sponsored trainings. Scholarships for wellness trainings are provided only to members with medical coverage.

8. Executive Session.

9. Closing Items.

Subject :	9.01 Good of the Order?
Meeting :	Jan 14, 2025 - 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 :	Jan 14, 2025 - 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, December 10, 2024)*Generated by Maryelizabeth Garcia on Monday, December 9, 2024*1. Opening Items.Procedural: 1.01 Call To Order**Mayor Hernández called the meeting to order at 7:08 PM.**Procedural: 1.02 Roll Call

PRESENT:

Mayor - Norma L. Hernández

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

Staff- Finance Director, Brian Carleton; City Attorney, Rea Culwell; Public Works Director, Robert McAndrews; City Clerk, Maryelizabeth E. Garcia;

Also Present -

MEMBERS EXCUSED: Tito Espinoza; Monica Boyle

MEMBERS ABSENT:

Procedural: 1.03 Pledge of AllegianceInformation: 1.04 Public Comment - None.**2. Consent Agenda.**Action (Consent): 2.01 AB 24276 - Approve Agenda for December 10, 2024Action (Consent), Minutes: 2.02 AB 24277 - Approve Council Minutes from 11/26/2024Action (Consent), Minutes: 2.03 AB 24278 - Approve Council Workshop Minutes from 12/3/2024Action (Consent): 2.04 AB 24279 - 2025 Fees ResolutionAction (Consent): 2.05 AB 24280 - Cancellation of the December 23, 2025 Council MeetingAction (Consent): 2.06 AB 24281 - Cancellation of the November 4, 2025 Council MeetingAction (Consent): 2.07 AB 24282 - Appointment Confirmation of Teri Lesmeister to the Economic Development, Tourism, and Events CommissionAction (Consent): 2.08 AB 24283 - Appointment Confirmation of Andy Gomez to the Utilities & Transportation Advisory CommissionAction (Consent): 2.09 AB 24284 - Appointment Confirmation of Claudia Santellano to the Planning CommissionAction (Consent): 2.10 AB 24285 - Appointment Confirmation of Kirk Amick to the Economic Development, Tourism, and Events CommissionAction (Consent): 2.11 AB 24286 - Appointment Confirmation of Anne-Marie Bauman to the Lodging Tax Advisory CommissionAction (Consent): 2.12 AB 24287 - Final Budget Amendment for 2024 - Mr. CarletonAction (Consent): 2.13 AB 24288 - Excusing the Absence of Council Member EspinozaAction (Consent): 2.13 AB 24301 - Excusing the Absence of Council Member BoyleAction (Consent): 2.14 AB 242302 - Cancellation of the December 24, 2024 Council MeetingAction (Consent): 2.15 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 Peterson and the motion passed 5-0.****3. Presentations.**

Information: 3.01 AB 24289 - Swearing in Ceremony for new Police Officers - Chief Tomaras

Chief of Police Troy Tomaras performed the Swearing In Ceremony for Officers Courtney Kates & Estela Gonzales.

Information: 3.02 AB 24290 - McKinstry Presentation on Fire Station Renovation ESCO Work - Sean Pelfrey

Mr. Pelfrey introduced himself and his business as a single point of accountability to address complex energy systems and reported that, if chosen to go through the proposed upgrades, would provide a local point of contact during all phases of construction. Mr. Pelfrey reviewed the budget and the proposed upgrades. Mr. Pelfrey agreed to return and present again at the first Council meeting of 2025.

Discussion ensued.

Discussion: 3.03 AB 24291 - Lion's Park Community Center Architect & Engineering Services Contract - Ms. Culwell

Ms. Culwell presented the engineering service agreement with Design West, which was selected out of 11 responses to the RSQ the City sent out. Neither Ms. Culwell nor Mr. Carleton were sure of the exact cost of the project, but anticipated that it would be fully grant funding.

Discussion ensued.

4. Public Hearings.

Procedural: 4.01 Procedure for Public Testimony - None.

5. Action Items.Action: 5.01 AB 24292 - Veterans Park Design Amendment - Mr. McAndrews

Mr. McAndrews informed the Council of additions to Veterans Park including relocating and rebuilding the playground, ADA access on Doans Street, lighting, and other upgrades. Mr. McAndrews anticipates the project will be funded by Sherwood Trust and RCO.

Council Member Schermann made a motion to authorize the Public Works Director or designee to sign the Authorization for Contract Amendment with JUB Engineers for design changes, and bid and award phase services for the Veterans Park Project, increasing costs by \$103,000 from \$62,000 to \$165,000. Second by Member Peterson and the motion passed 5-0.

Action: 5.02 AB 24293 - Lamperti & College Ave Wall - Mr. McAndrews

Mr. McAndrews informed the Council of the need for re-engineering the Lamperti and College Avenue intersection, including early discussions to prevent accidents such as reducing the speed limit, and it was determined that the wall would be the best recourse. Mr. McAndrews described the recommendation to design a "Moment Slab traffic barrier" which will prevent vehicles from going over the retaining wall.

Discussion ensued.

Council Member Williams made a motion to authorize the Public Works Director or designee to sign and approve the Agreement for Professional Services for JUB Engineers to complete design intersection safety improvements at the SE Lamperti and College Ave intersection for a total of \$73,600. Second by Member Cleveland and the motion passed 5-0.

Action: 5.03 AB 24294 - Public Works Yard Stormwater Improvements - Mr. McAndrews

Mr. McAndrews informed the Council that the City has received grant money from the Department of Ecology for design and construction of stormwater improvements at the Public Works Yard. Mr. McAndrews reported that oil and materials drain into Thompson Creek which is piped underneath the yard. The proposed source controls will improve water quality in Thompson Creek and includes cultural and environmental permitting, design, plans and specification, construction, and project completion.

Council Member Jessup made a motion to authorize the Public Works Director or designee to sign and approve the Agreement for Professional Services for JUB Engineers to complete design and construction phase services for the Public Works Stormwater Improvements Project in the amount of \$95,000. Second by Member Schermann and the motion passed 5-0.

Action: 5.04 AB 24295 - Brentwood Place Outfall Design - Mr. McAndrews

Mr. McAndrews informed the Council the outfall at Brentwood Place is located underneath a home and flows untreated into Garrison Creek. The outfall redesign aims to abandon the current outfall which is located underneath the house, and build a new outfall that will collect and treat the water before it flows into Garrison Creek.

Discussion ensued.

Council Member Cleveland made a motion to authorize the Public Works Director or designee to sign and approve the Agreement for Professional Services for JUB Engineers to complete design and construction phase services for the Brentwood Place Stormwater Improvements Project in the amount of \$95,000. Second by Member Peterson and the motion passed 5-0.

Action: 5.05 AB 24296 - SW 10th St Stormwater Improvements - Mr. McAndrews

Mr. McAndrews informed the Council that SW 10th Street is sloped so stormwater flows directly into Garrison Creek. Mr. McAndrews described upgrades to the street including curb and gutter, stormwater inlets, and sidewalk on one side of the road. The grant funds cover only design services, and J-U-B will be tasked with cultural and environmental permitting, design, and plans and specifications.

Council Member Peterson made a motion to authorize the Public Works Director or designee to sign and approve the Agreement for Professional Services for JUB Engineers to complete design services for the SW 10th Street Stormwater Improvements Project in the amount of \$200,000. Second by Member Schermann and the motion passed 5-0.

Action: 5.06 AB 24297 - Resolution of Support for Grants related to Planning & Engineering for (SE 12th - College to Myra) via Federal DOT RAISE and PROTECT Programs - Mr. Carleton

Mr. Carleton asked the Council for support in submitting two grants in the amount of \$8 million. These grants will fund the upgrades to the street from SE 12th Street to College Avenue as indicated in the 2025-2030 Capital Facility Plan.

Council Member Jessup made a motion to approve of Resolution #24-085 which supports grant application into the Federal Department of Transportation RAISE Grant Program for SE 12th engineering, and Resolution #24-086 which supports grant application into the Federal Department of Transportation PROTECT Grant Program. Second by Member Schermann and the motion passed 5-0.

Action: 5.07 AB 24298 - Acceptance of Transportation Improvement Board (TIB) Complete Street Grant NE Rose Street Lighting - Mr. Carleton

Mr. Carleton updated the Council on installing pedestrian streetlamps on NE Rose Street which began last year. Mr. Carleton reported that, due to costs and unforeseen difficulties with the conduit being in the wrong location underneath the walking path, the project was resubmitted to TIB. Council Member Cleveland clarified that most of the project is grant covered.

Council Member Cleveland made a motion to adopt Resolution #24-087 which accepts State of Washington Transportation Improvement Board Complete Streets Grant Contract for NE Rose Street Pedestrian Lighting (NE Ashe Ave to NE Carey Ct). Second by Member Peterson and the motion passed 5-0.

Action: 5.08 AB 24299 - Lion's Park Community Center Architect & Engineering Services Contract Approval with Design West - Ms. Culwell

Ms. Culwell reviewed the proposed work plan for Lions Park submitted by Design West. Because the dollar amount was unknown, the Council agreed to discuss the contract at the next Council Meeting, and the motion was defeated.

6. Administrative Reports- None.

7. Informational Reports- None.**8. Executive Session.**

Discussion: 8.01 AB 24300 - Adjourn to Executive Session Consideration of acquisition of real estate - RCW 42.30.100(b).

The Council adjourned to Executive Session.

Mayor Hernández opened the Executive Session at 8:41 PM.

The Council considered the selection and acquisition of real estate by the City pursuant to RCW 42.320.110(b)

Mayor Hernández called the Regular Meeting back to order at 9:05 PM.

9. Closing Items.

Discussion, Information: 9.01 Good of the Order?

Action: 9.02 Conclusion - Motion to Conclude the Meeting.

Council Member Jessup made a motion to conclude the meeting at 9:09 PM. Second by Member Cleveland and with no objection, the meeting concluded.

Approved:

Norma L. Hernández – Mayor

Attest:

Maryelizabeth E. Garcia – City Clerk

The foregoing minutes are the official record of the City Council meeting that occurred December 10, 2024. Further detail may be obtained by reviewing the actual audio recording made during this session.

City Council Workshop - Hybrid (In-Person & Electronic) (Tuesday, January 7, 2025)

Generated by Maryelizabeth Garcia on Friday, January 3, 2025

1. Opening Items.

Procedural: 1.01 Call To Order

Mayor Pro Tem Loren Peterson called the workshop to order at 5:30 PM.

Procedural: 1.02 Roll Call

PRESENT:

Chair - Council Member, Loren Peterson

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

Staff- City Administrator, Michael Rizzitiello; Police Chief, Troy Tomaras; Finance Director, Brian Carleton; City Clerk, Maryelizabeth E. Garcia.

Also Present - Zach Ratkai - Sageland Strategic, LLC

MEMBERS EXCUSED: Mayor, Norma L. Hernández

MEMBERS ABSENT:

Procedural: 1.03 Pledge of Allegiance

Information: 1.04 Public Comment - None.

2. Workshop Topics.

Information, Procedural: 2.01 Law Enforcement Appreciation Day Proclamation - Mayor Pro Tem Peterson

On behalf of Mayor Hernández, Mayor Pro Tem Peterson read the Law Enforcement Appreciation Day Proclamation and encouraged College Place residents to encourage and respect the dedicated Law Enforcement Public Servants in College Place.

Discussion, Information: 2.02 Draft FY 2025 to 2035 Strategic Plan - Mr. Zach Ratkai

Mr. Ratkai of Sageland Strategic LLC reviewed the last six months of work his business has completed and presented to Council of the final Mission and Vision Statements. Mr. Ratkai reviewed the new goals, values, and next steps and informed Council that, after adoption, he will work with staff to develop 30-60-90 day plans to begin implementing the new Strategic Plan. Mayor Pro Tem Peterson requested Mr. Ratkai return at the end of 2025 to evaluate progress and implementation of the Strategic Plan.

Discussion ensued.

Discussion, Information: 2.03 Draft Blue Mountain Humane Society Contract - Mr. Rizzitiello

Mr. Rizzitiello informed the Council of changes to the Blue Mountain Humane Society Contract including how the cost was determined. Chief Tomaras described statewide issues facing Humane Societies in Washington as well as efforts the College Place Police are making to reunite animals with their owners; Chief Tomaras offered support for the contract. If adopted, this BMHS contract will be valid for one year as opposed to the previous contract which had not been updated in eight years prior.

Discussion ensued.

Discussion, Information: 2.04 Lion's Park Community Center Architect & Engineering Services Contract Approval with Design West - Mr. Rizzitiello

Mr. Rizzitiello reviewed with Council the RFQW process and design work in the project's beginning stages as well as how it will be paid for. At this time, architecture is fully funded and the construction phase remains to be fully funded. The City is exploring a Memorandum of Understanding with the YMCA for their ELF Grant being redirected to College Place to help fund construction. Mr. Rizzitiello anticipates beginning demolition/construction in 2026 and beginning phase 2 in 2025.

Discussion ensued.

Discussion, Information: 2.05 Draft Utility Discount Code - Mr. Carleton

Mr. Carleton presented to Council the recommended changes to the Utility Discount Code including continuing College Place's threshold for program eligibility at 125% of the poverty level instead of mimicking Walla Walla's which is currently at 150% of the poverty level. Mr. Carleton informed Council that the program is currently restricted to senior citizens and people with disabilities, and of the City's desire to expand the program to any College Place household that can meet the 125% poverty level eligibility threshold. Mr. Carleton stated a separate code to unify and simplify the code is in progress.

Discussion ensued.

Discussion, Information: 2.06 Draft Blue Mountain Action Council Low-Income Discount Program Screening - Mr. Carleton

Mr. Carleton presented to Council the updated BMAC contract and reviewed changes to include the application fee, which was previously \$30/application, will be a flat fee charged to the City for \$500/month. Mr. Rizzitiello described his efforts to reduce the cost of the contract with BMAC, and his attempts to find alternative solutions. Council Members Boyle and Schermann requested a limited duration contract ending December 31, 2025 to evaluate the effectiveness of the contract.

Discussion ensued.

3. Closing Items.

Discussion, Information: 3.01 Good of the Order - None.

Discussion, Information: 3.02 FY 2023 Audit Results - Mr. Carleton

Mr. Carleton informed the Council that if a City receives more than \$750,000 in grants in a year, an audit is triggered at the federal and state level. Mr. Carleton announced to Council that the City's 2023 federal and state audits returned no findings. City Administrator Rizzitiello and Council Members congratulated the Finance Department and recognized their meticulous work.

Procedural: 3.03 Conclusion

Mayor Pro Tem Peterson concluded the Workshop at 6:56 PM.

Approved:

Loren Peterson – Mayor Pro Tem

Attest:

Maryelizabeth E. Garcia - City Clerk

The foregoing minutes are the official record of the City Council Workshop that occurred January 7, 2025. Further detail may be obtained by reviewing the actual audio recording made during this session.

2025 Regular Meetings and Events

Subject to change by Committee action

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
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FEBRUARY

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MARCH

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APRIL

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MAY

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JUNE

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29	30					

JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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28	29	30	31			

Key:

Holiday
City Hall Closed

Holiday
1/2 Day

Workshop 5:30PM
1st Tuesday

Council 7:00PM
2nd & 4th Tuesday

EDTEC 5:00PM
1st Monday

LTAC 3:30PM
1st Thursday (Aug & Nov)

Civil Service 12PM
2nd Thursday

UTAC 3:30PM
2nd Thursday (4x year)

Planning 7:00PM
3rd Tuesday

YAC 4:00PM
3rd Wednesday (3x year)

Historic Preservation
4PM - 3rd Thursday

PAR 8:00AM
4th Friday

GP Themed Event
Tentative Date: 1-6PM

City Block Party
Tentative Date: 1-6PM

Farmer's Market
Thurs May-Sept 4-7PM

Freedom Festival
6-10 PM

Movies in the Park
Starts @ Sundown

Fall Festival
3-6PM

Winterfest 4-6PM
First Thursday in Dec



CITY OF COLLEGE PLACE

OFFICE OF THE MAYOR

625 South College Avenue
College Place, WA 99324
509-529-1200

January 15, 2025

Terrie Aamodt
594 Snider Drive
Walla Walla WA 99362

Ms. Aamodt,

The College Place City Council confirmed your reappointment to the Historic Preservation Commission at their regular meeting on Tuesday, January 14, 2025. You have been appointed to again serve in Position 1, term beginning immediately and expiring on December 31, 2028.

The Historic Preservation Commission meets on the third Thursday of each month at 4:00 PM, and the next scheduled meeting is January 16, 2025 at 4:00 PM. All meetings are Hybrid, both in-person at College Place City Hall located at 625 S. College Ave, College Place, WA, 99324 and via Zoom videoconferencing platform. The agenda materials will be provided electronically using Board Docs. You will receive an email before each meeting with a link to the packet materials, and a Zoom link.

The meetings of this Board are subject to the Open Public Meetings Act, and all those appointed to it are required to receive training within 90 days of appointment and every four years thereafter. Attached to this letter is a tutorial wizard on how to take the required training. After you complete the training, email the City Clerk at mgarcia@cpwa.us to complete the certification process.

Thank you for your willingness to continue serving your community.

Sincerely,

Norma Hernández, Mayor

Cc: City Clerk



CITY OF COLLEGE PLACE

OFFICE OF THE MAYOR

625 South College Avenue
College Place, WA 99324
509-529-1200

January 15, 2025

Lafe Bissell
431 SW 6th Street
College Place, WA 99324

Mr. Bissell,

The College Place City Council confirmed your reappointment to the Parks, Arbor, and Recreation Board at their regular meeting on Tuesday, January 14, 2025. You have been appointed to again serve in Position 2, term beginning immediately and expiring on December 31, 2028.

The Parks, Arbor, and Recreation Board meets on the fourth Friday of each of these months (January, March, May, July, September, and October) at 8:00 AM. The first meeting will be held on January 24, 2025. All meetings are Hybrid, both in-person at College Place City Hall located at 625 S. College Ave, College Place, WA. and via Zoom videoconferencing platform. The agenda materials will be provided electronically using Board Docs. You will receive an email several days before a meeting with a link to the packet materials, and another one the day before the meeting with a Zoom link.

The meetings of this Board are subject to the Open Public Meetings Act, and all those appointed to it are required to receive training within 90 days of appointment and every four years thereafter. Attached to this letter is a tutorial wizard on how to take the required training. After you complete the training, email the City Clerk at mgarcia@cpwa.us to complete the certification process.

Thank you for your willingness to continue serving your community.

Sincerely,

Norma Hernández, Mayor

Cc: City Clerk



CITY OF COLLEGE PLACE

OFFICE OF THE MAYOR

625 South College Avenue
College Place, WA 99324
509-529-1200

January 15, 2025

Monica Boyle
187 NW Maria Street #2
College Place WA 99324

Ms. Boyle,

The College Place City Council confirmed your reappointment to the Lodging Tax Advisory Commission at their regular meeting on Tuesday, January 14, 2025. You have been appointed to again serve in Position 1, term beginning immediately and expiring on December 31, 2025.

The Lodging Tax Advisory Commission meets *at least* once per year, but is scheduled twice, on the first Thursday of August and November at 3:30 PM. Next year's meetings are tentatively scheduled for August 7 and November 5, 2025. All meetings are Hybrid, both in-person at College Place City Hall located at 625 S. College Ave, College Place, WA, 99324 and via Zoom videoconferencing platform. The agenda materials will be provided electronically using Board Docs. You will receive an email before a meeting with a link to the packet materials, and a Zoom link.

Thank you for your willingness to continue serving your community.

Sincerely,

Norma Hernández, Mayor

Cc: City Clerk



CITY OF COLLEGE PLACE

OFFICE OF THE MAYOR

625 South College Avenue
College Place, WA 99324
509-529-1200

January 15, 2025

John Cress
1097 SE Crestlane Drive
College Place, WA 99324

Mr. Cress,

The College Place City Council confirmed your reappointment to the Utility and Transportation Advisory Commission at their regular meeting on Tuesday, January 14, 2025. You have been appointed to again serve in Position 2, term beginning immediately and expiring on December 31, 2028.

Aside from the January 9, 2025 Special Meeting, the UTAC meets quarterly on the second Thursday of February, May, August, and November at 3:30 PM. All meetings are Hybrid, both in-person at College Place City Hall located at 625 S. College Ave, College Place, WA, 99324 and via Zoom videoconferencing platform. The agenda materials will be provided electronically using Board Docs. You will receive an email several days before a meeting with a link to the packet materials, and another one the day before the meeting with a Zoom link.

The meetings of this Board are subject to the Open Public Meetings Act, and all those appointed to it are required to receive training within 90 days of appointment and every four years thereafter. Attached to this letter is a tutorial wizard on how to take the required training. After you complete the training, email the City Clerk at mgarcia@cpwa.us to complete the certification process.

Thank you for your willingness to continue serving your community.

Sincerely,

Norma Hernández, Mayor

Cc: City Clerk



CITY OF COLLEGE PLACE

OFFICE OF THE MAYOR

625 South College Avenue
College Place, WA 99324
509-529-1200

January 15, 2025

Jordan Green
1214 SW Settlement Street
College Place, WA 99324

Mr. Green,

The College Place City Council confirmed your reappointment to the Parks, Arbor, and Recreation Board at their regular meeting on Tuesday, January 14, 2025. You have been appointed to again serve in Position 4, term beginning immediately and expiring on December 31, 2028.

The Parks, Arbor, and Recreation Board meets on the fourth Friday of each of these months (January, March, May, July, September, and October) at 8:00 AM. The first meeting will be held on January 24, 2025. All meetings are Hybrid, both in-person at College Place City Hall located at 625 S. College Ave, College Place, WA. and via Zoom videoconferencing platform. The agenda materials will be provided electronically using Board Docs. You will receive an email several days before a meeting with a link to the packet materials, and another one the day before the meeting with a Zoom link.

The meetings of this Board are subject to the Open Public Meetings Act, and all those appointed to it are required to receive training within 90 days of appointment and every four years thereafter. Attached to this letter is a tutorial wizard on how to take the required training. After you complete the training, email the City Clerk at mgarcia@cpwa.us to complete the certification process.

Thank you for your willingness to continue serving your community.

Sincerely,

Norma Hernández, Mayor

Cc: City Clerk



CITY OF COLLEGE PLACE

OFFICE OF THE MAYOR

625 South College Avenue
College Place, WA 99324
509-529-1200

January 15, 2025

Kelli Leen
116 N College Avenue
College Place WA 99324

Ms. Leen,

The College Place City Council confirmed your reappointment to the Economic Development, Tourism, and Events Commission at their regular meeting on Tuesday, January 14, 2025. You have been appointed to again serve in Position 2, term beginning immediately and expiring on December 31, 2028.

The Economic Development, Tourism, and Events Commission meets monthly on the first Monday at 5 PM. The next meeting is scheduled for January 6, 2025. All meetings are Hybrid, both in-person at College Place City Hall located at 625 S. College Ave, College Place, WA, 99324 and via Zoom videoconferencing platform. As you know, the agenda materials will be provided electronically using Board Docs. You will receive an email before a meeting with a link to the packet materials, and a Zoom link.

The meetings of this commission are subject to the Open Public Meetings Act and all those appointed to it are required to receive training within 90 days of appointment and every four years thereafter. According to our records, your OPMA training is still valid, but will need to be completed again next year.

Thank you for your willingness to continue serving your community.

Sincerely,

Norma Hernández, Mayor

Cc: City Clerk



CITY OF COLLEGE PLACE

OFFICE OF THE MAYOR

625 South College Avenue
College Place, WA 99324
509-529-1200

January 15, 2025

Steve Owens
Columbia REA
2929 Melrose Street
Walla Walla, WA 99362

Mr. Owens,

The College Place City Council confirmed your reappointment to the Lodging Tax Advisory Commission at their regular meeting on Tuesday, January 14, 2025. You have been appointed to again serve in Position 2, term beginning immediately and expiring on December 31, 2025.

The Lodging Tax Advisory Commission meets *at least* once per year, but is scheduled twice, on the first Thursday of August and November at 3:30 PM. Next year's meetings are tentatively scheduled for August 7 and November 5, 2025. All meetings are Hybrid, both in-person at College Place City Hall located at 625 S. College Ave, College Place, WA, 99324 and via Zoom videoconferencing platform. The agenda materials will be provided electronically using Board Docs. You will receive an email before a meeting with a link to the packet materials, and a Zoom link.

Thank you for your willingness to continue serving your community.

Sincerely,

Norma Hernández, Mayor

Cc: City Clerk



CITY OF COLLEGE PLACE

OFFICE OF THE MAYOR

625 South College Avenue
College Place, WA 99324
509-529-1200

January 15, 2025

Groover Snell
Fort Walla Walla Museum
2349 Hood Place
Walla Walla, WA 99362

Mr. Snell,

The College Place City Council confirmed your reappointment to the Lodging Tax Advisory Commission at their regular meeting on Tuesday, January 14, 2025. You have been appointed to again serve in Position 3, term beginning immediately and expiring on December 31, 2025.

The Lodging Tax Advisory Commission meets *at least* once per year, but is scheduled twice, on the first Thursday of August and November at 3:30 PM. Next year's meetings are tentatively scheduled for August 7 and November 5, 2025. All meetings are Hybrid, both in-person at College Place City Hall located at 625 S. College Ave, College Place, WA, 99324 and via Zoom videoconferencing platform. The agenda materials will be provided electronically using Board Docs. You will receive an email before a meeting with a link to the packet materials, and a Zoom link.

Thank you for your willingness to continue serving your community.

Sincerely,

Norma Hernández, Mayor

Cc: City Clerk



BOARD AND COMMISSION APPLICATION CITY OF COLLEGE PLACE

625 South College Avenue
College Place, WA 99324
509-529-1200

Date: 12/1/2020

Please Indicate the Board or Commission Applying for: UTAC

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Michael Laizure		Employer Self		Position & Years President 25yrs	
Physical Address 275 NE Deccio Rd			City College Place		Zip 99324
Home Phone		Cell Phone 5093011928		Business Phone	
Mailing Address		☒ Same as Physical Address		City Zip	
Email Address michael.laizure@gmail.com					
How did you hear of the opening? City employee					
Do you live in the City? If yes, how long have you lived in the City? 20 years			May we keep your name on a list if not appointed at this time? yes		
Briefly describe your background and experience: - I have lived in College Place since 2001 - I have been the owner of a transportation company since 1995 - Im a licensed contractor					

List any special training, skills or experiences you may have that are pertinent to the Board/Commission to which you are applying:

- 25 years as a business owner and employer
- Class A Commerical Drivers License with over a million accident free miles
- I have over 25 years experance in the areas of transportation including hazardous materials, oversized objects, reglitory compliance, taxation, and infastructure construction and utilization.
- I have testified before the United States Congress on issues pertaining to transportation, and hazardous materials safety and security.

Discuss your motivation for serving on the Board/Commission to which you are applying:

Im motivated to search out input from local residents, taxpayers, business owners, and property owners with an empisis on common sence approaches to protecting the voice of those that would be directly influenced by the decisions that are made by their elected officals.

State your goals for the City:

My goal is for my community to become a more transparent, fair, prosperous, and free place to persue our dreams, raise our familys, and grow our businesses with smaller government and less reglitory intrusion.

Return application to: City Clerk, City of College Place
625 S College Ave.
College Place WA 99324

Or email to: LNeissl@cpwa.us



BOARD AND COMMISSION APPLICATION/INTEREST FORM
CITY OF COLLEGE PLACE

625 S COLLEGE AVENUE
COLLEGE PLACE WA 99324

DATE 12/12/2024 BOARD OR COMMISSION Planning / Utilities & Transportation Commission

NAME: ☐ Ms ☐ Mrs ☒ Mr ☐ Other _____

EMPLOYER: The Amalgamated Companies

POSITION: Owner

Michael Laizure

YEARS THERE: 25+

EMAIL michael.laizure@gmail.com

PHONE—CELL 509-301-1928

PHONE—WORK 509-301-1928

PHONE—HOME 509-301-1928

PHYSICAL ADDRESS: 275 NE Deccio Rd

CITY College Place ZIP 99324 HOW LONG? 25 YRS _____ MO

☒ SAME AS ABOVE

MAILING ADDRESS: _____

IF NOT APPOINTED AT THIS TIME, MAY WE KEEP YOUR APPLICATION ON FILE? ☒ YES ☐ NO

Briefly describe your background and experience:
Resident of College Place for 25+ years
Transportation / Logistics / Construction & Arbor Care company owner 25+ years
Local employer 25+ years
East Gate Loins 6 years
CPFD 3+ years

List any special training, skills, or experiences you may have that are pertinent to the Board/Commission to which you are applying:

CDL Class A - Hazmat - Doubles / Triples - Tanker endorsements
Explosive and Radio Active Materials transportation certification
Firefighter 1&2 - Hazmat Awareness & Ops - Wildland FF 2 & Red Card
2023 CPFD Firefighter of the year
Washington state EVIP instructor
Completed EMT class @ CPFD
Current treasurer CPFDFFA
Walla Walla County CASA

Dealings with local, state and the federal government concerning security, regulatory, compliance, and enforcement issues in regards to my businesses (USDOT, FMCSA, DOD, DOE, CDC, US Treasury, Law enforcement)

Represented the 150,000 members of OOIDA to the 109th United States Congress - Committee On Homeland Security - Subcommittee On Economic Security, infrastructure Protection, and Cybersecurity- 11/1/2005

Discuss your motivation for serving on the Board/Commission to which you are applying:

I'm motivated by the opportunity to increase my involvement in the community through volunteerism where I have raised my family, grown my businesses, and have called home for more than 25 years.

State your goals for the City:

Sustainable positive growth with an emphasis on long term fiscal and economic stability through accountability and common sence

RETURN APPLICATION/INTEREST FORM TO
CITY CLERK, CITY OF COLLEGE PLACE
625 S COLLEGE AVE, COLLEGE PLACE WA 99324
OR - SAVE WITH YOUR NAME IN FILE AND EMAIL TO: CLERK@CPWA.US



BOARD AND COMMISSION APPLICATION CITY OF COLLEGE PLACE

625 South College Avenue
College Place, WA 99324
509-529-1200

Date: **1-7-25**

Please Indicate the Board or Commission Applying for: **Planning Commission**

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Victor Valerio	Employer House of Representatives	Position & Years Regional Representatives 7 years	
Physical Address 530 SW 2nd St		City CollegePlace	Zip 99324
Home Phone	Cell Phone 50930111735	Business Phone	
Mailing Address ☒ Same as Physical Address	City		Zip
Email Address vorlandov13@hotmail.com			
How did you hear of the opening? Mike Rizzitiello			
Do you live in the City? If yes, how long have you lived in the City? 15 years		May we keep your name on a list if not appointed at this time? Yes	
Briefly describe your background and experience: I have worked in Public Service by advocating for rural communities the past 7 years as Congresswoman's McMorris Rodgers regional representative. I have been part of multiple meetings in the community regarding City, Port, County and State issues to better inform the Congresswoman about the needs of the community. I also have experience working for Providence Medical Group and the College Place School District which has given me perspectives from our healthcare and educator community.			

List any special training, skills or experiences you may have that are pertinent to the Board/Commission to which you are applying:

As I mentioned earlier, I have had many interactions with groups in the community as well as neighboring counties whom are proactively working to better the community.

I have an extended list of contacts that have helped me further relate and understand people's concerns.

Discuss your motivation for serving on the Board/Commission to which you are applying:

I believe it would be a good opportunity to get more involved in the decisions of policies that affect our community. I would also like the opportunity to continue to advocate for people while also improving my city.

State your goals for the City:

My goals are that the City continues to grow while maintaining it's core values as a community.

I would also love more hispanic involvement in events as they make up a large percentage in the community.

Return application to: City Clerk, City of College Place
625 S College Ave.
College Place WA 99324

Or email to: LNeissl@cpwa.us



BOARD AND COMMISSION APPLICATION/INTEREST FORM
CITY OF COLLEGE PLACE

625 S COLLEGE AVENUE
COLLEGE PLACE WA 99324

DATE 01/08/2025 BOARD OR COMMISSION Board

NAME: ☐ Ms ☐ Mrs ☒ Mr ☐ Other _____

EMPLOYER: Self

POSITION: Boss

YEARS THERE: 15

EMAIL maxthepapillon@hotmail.com

PHONE—CELL 509-301-0638

PHONE—WORK both

PHONE—HOME _____

PHYSICAL ADDRESS: 403 SE Stanford Pl.

CITY College Place ZIP 99324 HOW LONG? ____ YRS 2 MO

☒ SAME AS ABOVE

MAILING ADDRESS: _____

IF NOT APPOINTED AT THIS TIME, MAY WE KEEP YOUR APPLICATION ON FILE? ☐ YES ☒ NO

Briefly describe your background and experience:

Builder. Built a few houses in Walla Walla. Remodeld a house in Milton Freewater. Put a small Subdivision in College Place (7 lots). Currently remodeling a house in College Place.

List any special training, skills, or experiences you may have that are pertinent to the Board/Commission to which you are applying:
Developer.

Discuss your motivation for serving on the Board/Commission to which you are applying:
Future projects for College Place. For the well being of my family that lives in College Place

State your goals for the City:
To help with realistic goals for the future of College Place

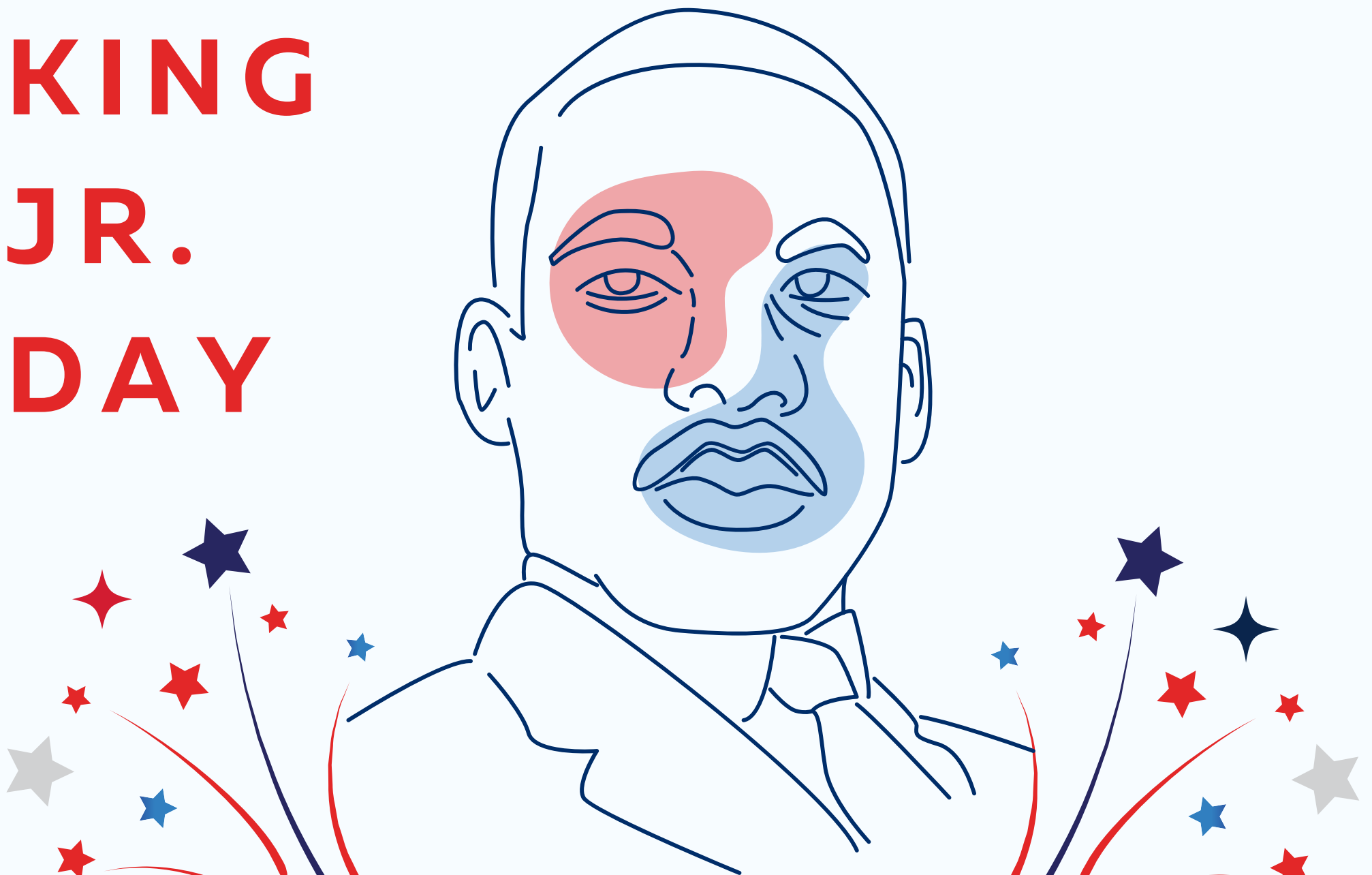
RETURN APPLICATION/INTEREST FORM TO
CITY CLERK, CITY OF COLLEGE PLACE
625 S COLLEGE AVE, COLLEGE PLACE WA 99324
OR - SAVE WITH YOUR NAME IN FILE AND EMAIL TO: CLERK@CPWA.US

Mayoral Proclamation

From the office of
Mayor Norma Hernández

**MARTIN
LUTHER
KING
JR.
DAY**

**JANUARY 20,
2025**



City of College Place

PROCLAMATION

OFFICE OF THE MAYOR | CITY OF COLLEGE PLACE

WHEREAS, this month marks the 96th anniversary of Dr. Martin Luther King Jr.'s birth; and

WHEREAS, Dr. King dedicated his life to advancing equality and social justice, and challenged all Americans to participate in the never-ending work to build a more perfect union; and

WHEREAS, Dr. King taught us that we are measured not by where we stand in moments of comfort and convenience, but by the stands we take during times of challenge and controversy; and

WHEREAS, Martin Luther King, Jr. Day is observed each year on the third Monday in January and is the only federal holiday designated as a national day of service; and

WHEREAS, each of us can and must contribute to making our communities better with increased opportunity for the whole community.

NOW, THEREFORE, I, Norma L. Hernandez, Mayor of the City of College Place do hereby proclaim January 20, 2025 as:

MARTIN LUTHER KING, JR. DAY

in the City of College Place and encourage all residents to reflect on Dr. King's teachings and seek to put them into action through service to our community.

Signed by:

Norma L. Hernández

E7C117EE7FEC409...

Norma L. Hernandez, Mayor



CITY OF COLLEGE PLACE



STRATEGIC PLAN

2025-2035

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Introduction

Over the past several months, the City of College Place has worked with the community to develop this Strategic Plan. Rooted in the input from the community, this plan was developed through a lens of viewing the community's past, present, and future.

The process for developing this plan was collaborative and we appreciate the involvement from residents of all ages in our surveys and interviews to help outline Key Priorities and Goals for College Place.

This is intended to be a living document, flexible and amended to meet community needs. The priorities within will guide budget and policy decisions and continual feedback is essential to improve the services that the city provides.

Thank you to all involved in this project, from us on the City Council, to the staff, and our engaged community who helped make this all possible.

Sincerely,
College Place City Council



→ **Mission**

Building a safe, affordable, and connected community where everyone thrives, with vibrant spaces, resilient growth, and shared experiences.

→ **Vision**

College Place is a welcoming, vibrant, diverse, safe and walkable city with a flourishing downtown. It is rich in academics, community events, engagement, acceptance and respect. Residents and visitors enjoy a community of connectedness, collaboration, recreation and service. It boasts available housing, robust commercial growth, sustainable financial stewardship, and thoughtful planning for all generations.

Key Priorities



The Key Priorities listed below were identified through the research and engagement process of the creation of the Strategic Plan. These priorities reflect the most important focus areas for College Place and will inform the goals, objectives, and projects for the Strategic Plan.

→ A Connected Community



→ A Fun Community



→ A Resilient Community



→ A Safe Community



→ An Affordable Community





A Connected Community

College Place is a connected, informed, and engaged community where residents, businesses, and institutions actively collaborate to achieve the vision of the community.

Goal 1: Enhance city communication channels and accessibility.

- **Objectives:**
 - 1.1. Expand and Optimize Digital Communication
 - 1.2. Bridge Language Barriers in the Community
 - 1.3. Hire Dedicated Communication Staff

Goal 2: Strengthen community engagement

- **Objectives:**
 - 2.1. Understand Community Communication Preferences
 - 2.2. Expand Face-to-Face Outreach
 - 2.3. Increase Transparency About City Operations

Goal 3: Collaborate with the education sector in College Place for more comprehensive engagement with youth

- **Objectives:**
 - 3.1. Partner with College Place (public and private) K-12 schools and Walla Walla University (WWU) to explore collaborative communication opportunities.
 - 3.2. Leverage Student Talent
 - 3.3. Promote Youth Involvement





A Fun Community

Establish College Place as a vibrant hub of recreation, culture, and connection, fostering a sense of belonging while attracting regional, state, and national attention.

Goal 1: Foster Community Connection Through Shared Interests

- **Objectives:**
 - 1.1. Create Opportunities for Hobby-Based Connections
 - 1.2. Leverage the New Community Center (Opening 2027)
 - 1.3. Expand Farmer's Market Offerings

Goal 2: Develop Recreation & Activity Programs

- **Objectives:**
 - 2.1. Launch City-Led Sports and Recreation Programs
 - 2.2. Enhance Park Identity and Usability

Goal 3: Support & Expand Community Events

- **Objectives:**
 - 3.1. Build on Existing Community Events
 - 3.2. Attract and Host a Signature Regional Event

Goal 4: Strengthen the Identity of College Place

- **Objectives:**
 - 4.1. Create a Welcoming Atmosphere for Visitors
 - 4.2. Find and Collaborate with a Sister City
 - 4.3 Use Creative District Programs for Community Art





A Resilient Community

Develop College Place into a resilient, sustainable, and prepared community, capable of withstanding challenges while maintaining essential services and infrastructure.

Goal 1: Enhance Community Walkability & Accessibility

- **Objectives:**

- 1.1. Improve Sidewalks & Road Infrastructure
- 1.2. Maintain “Invisible” Infrastructure

Goal 2: Prepare for Emergencies and Disasters

- **Objectives:**

- 2.1. Plan for Weather-Related Emergencies
- 2.2. Enhance Staff Emergency Training

Goal 3: Maintain & Upgrade Existing Infrastructure

- **Objectives:**

- 3.1. Establish a Proactive Maintenance Schedule
- 3.2. Prioritize Street Replacement & Repairs

Goal 4: Ensure Sustainable Water Resources

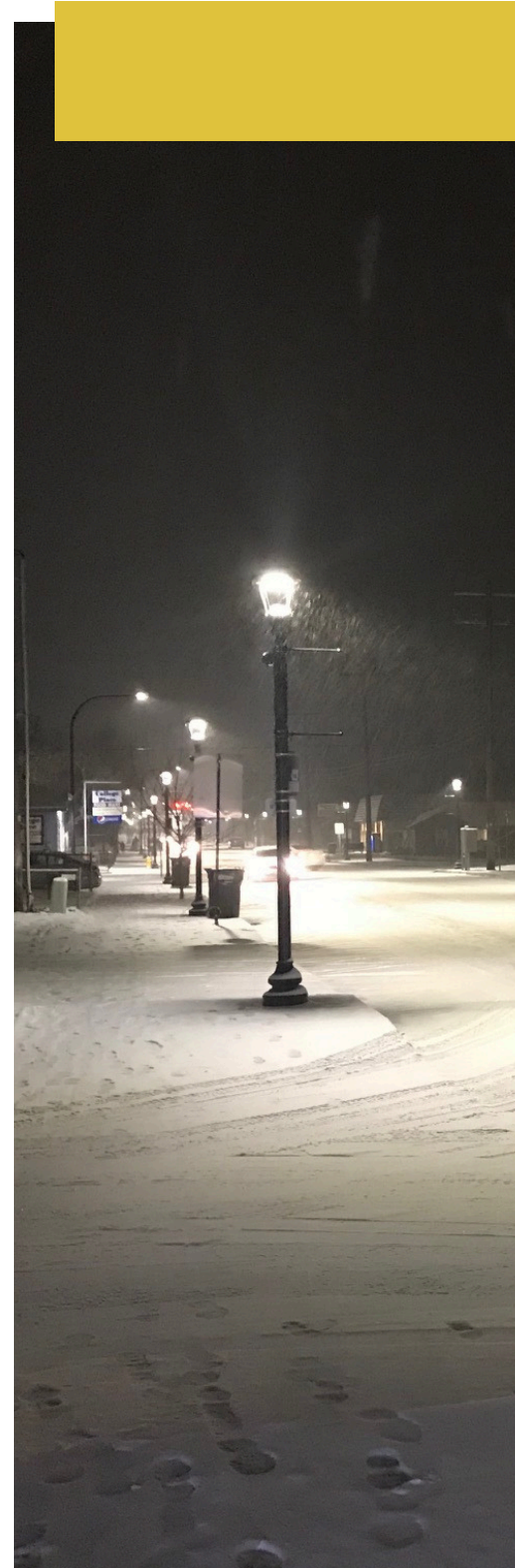
- **Objectives:**

- 4.1. Plan for Current & Future Water Needs
- 4.2. Strengthen Water Partnerships
- 4.3. Promote Water-Wise Landscaping

Goal 5: Ensure Stormwater Management

- **Objectives:**

- 5.1. Improve Stormwater Infrastructure
- 5.2 Implement Sustainable Stormwater Practices





A Safe Community

Cultivate a safe, secure, and well-lit community where residents, businesses, and institutions thrive, supported by robust law enforcement, fire protection, and proactive safety initiatives.

Goal 1: Improve Community Safety Infrastructure

- **Objectives:**
 - 1.1. Illuminate Public Spaces
 - 1.2. Leverage Technology for Community Safety

Goal 2: Strengthen Police & Fire Departments

- **Objectives:**
 - 2.1. Stabilize Staffing Levels
 - 2.2. Construct & Improve Public Safety Facilities
 - 2.3 Sustain a Strong Police Presence

Goal 3: Enhance Community & Institutional Collaboration

- **Objectives:**
 - 3.1. Coordinate with WWU Security
 - 3.2. Foster Mutual Aid Agreement

Goal 4: Promote Community Education & Prevention Programs

- **Objectives:**
 - 4.1. Implement Safety Education Initiatives
 - 4.2. Provide Alternative Activities for Older Teens.

Goal 5: Strengthen Community Standards Through Codes & Enforcement

- **Objectives:**
 - 5.1 Enforce Codes for Safety & Community Image
 - 5.2 Address Substances Abuse Challenges





An Affordable Community

Foster a balanced, thriving community where affordable living is achievable through strategic policy, economic growth, and resource stewardship.

Goal 1: Develop & Maintain Sustainable Financial Policies

Objectives:

- 1.1. Ensure Fair & Sustainable Utility Rates
- 1.2. Adopt Policies to Promote Affordability

Goal 2: Support & Grow Local Business

Objectives:

- 2.1. Prevent Economic Leakage
- 2.2. Diversify Business Offerings

Goal 3: Facilitate Growth Within & Beyond Current Boundaries

Objectives:

- 3.1. Address Landlocked Growth
- 3.2. Encourage Redevelopment

Goal 4: Promote Affordable Housing & Employment Opportunities

Objectives:

- 4.1. Encourage Affordable & Diverse Housing
- 4.2. Create Jobs that Support Housing Needs

Goal 5: Enable Flexibility Through Innovative Policies & Ordinances

Objectives:

- 5.1 Adapt Codes to Encourage Growth
- 5.2 Establish Legislative Advocacy

Goal 6: Demonstrate Fiscal Responsibility

Objectives:

- 6.1 Be Good Stewards of Public Resources
- 6.2 Promote Long-Term Financial Stability





Our Approach

PHASE 1

- Research and Analysis
- Outreach (124 Surveys, 21 Interviews)

PHASE 2

- City Council and Staff Collaboration
- Development of Priorities and Goals

PHASE 3

- Refinement of Goals
- Development of Objectives
- Adoption

PHASE 4

- Staff Development of Projects and Initiatives
- Continual Work to Implement Plan



Acknowledgements



We would like to thank everyone who has been such a critical and integral part of creating this plan through a commitment of time, ideas, and community passion.

→ College Place City Council

- Norma Hernandez, Mayor
- Monica Boyle, Councilmember
- Michael Cleveland, Councilmember
- Tito Espinoza, Councilmember
- Paul Jessup, Councilmember
- Loren Peterson, Councilmember
- Heather Schermann, Councilmember
- Melodie Williams, Councilmember

→ College Place Leadership

- Mike Rizzitiello, City Administrator
- Maryelizabeth Garcia, City Clerk
- Jon Rickard, Community Development Director
- David Winter, Fire Chief
- Troy Tomaras, Police Chief
- Robert McAndrews, Public Works Director
- Brian Carlton, Finance Director
- Rea Culwell, City Attorney

Appendix A: Implementation Plan

(To be included after creation and updated annually)



City of College Place



www.cpwa.us

This plan was created with help by:



SAGELAND STRATEGIC
walla walla valley, wa

City of College Place Strategic Plan, 2017-2026

Updated June 22, 2021



Where small-town living and learning meet

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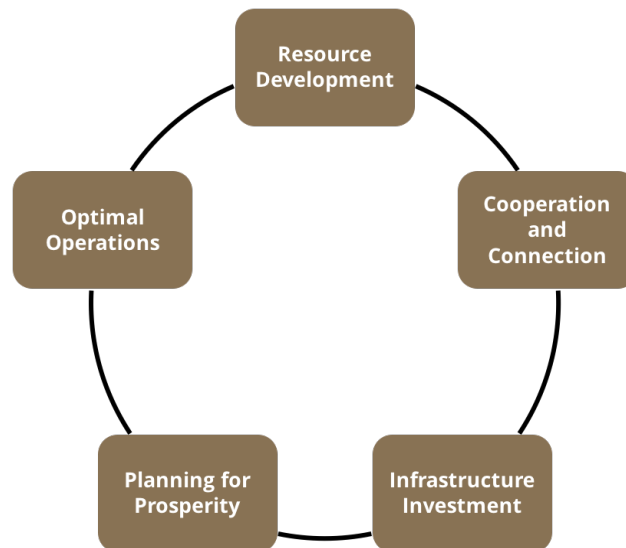
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Introduction

The College Place Strategic Plan was developed in 2017 by listening to the community about its aspirations. Through surveys, focus groups and one-on-one conversations a picture developed for the City's current position and where it wants to be. What emerges is a picture beyond annual budgeting processes to a vision for what the City could be in 2027.

This vision together with the City's core values provide a compass. The Strategic Plan provides a foundation for prioritizing the use of resources and identifies how the City makes progress toward achieving the community's goals and objectives.

Following vision and values are key areas of activities, called Core Themes. Under each of these themes are goals and objectives laid out over the next decade which set out the work of City Council and Staff.



Objectives are supported by outcomes, the key measure of progress and milestones by year. The Strategic Plan is designed to be updated annually to reflect changing priorities and resources.

Vision

By 2027, College Place is noted for its vibrant downtown with a mix of small businesses and housing that interfaces with Walla Walla University that give residents and a growing tourist trade the feeling of a small town. The City has attracted large-scale commercial development along its most trafficked roads, thus growing its tax base.

Resourceful in the use of finance tools and grant opportunities, the City gets extra value from every dollar of local taxes. Resources support a staff of dedicated, competent employees adequate to provide safety and responsiveness. Deferred maintenance is a thing of the past as depreciation is funded and cash reserves prepare the city to pursue opportunities without excess risk.

Mutual respect is shared between the City Council, residents, and staff. Residents, retirees, students, professionals, and young families feel safe; they know their neighbors and many of the city employees by name. Citizens are engaged and knowledgeable of the affairs of the City due to the character of staff and the quality, timeliness, and context through which information is shared; cooperation is a community norm. Volunteerism is high across the commissions of the City.

People circulate easily irrespective of mode, whether car, foot or bike; a system of sidewalks and trails make foot traffic a preferred method to get around town. The community turns out regularly for the events calendared throughout the year, co-hosted in partnership with the municipality and institutions such as: businesses, volunteer organizations, College Place Public Schools, Rogers School, Walla Walla Valley Academy, and Walla Walla University.

Values

In its expression of civic leadership and service, Council and staff hold these core values.

Open and Honest

The City is transparent and fair in its dealings. It is plain spoken in its communication. The City is engaged with its citizens in two-way communication and desires an aware and informed citizenry. The municipality is accountable for its actions and choices.

Cooperation

College Place works well with others and values mutually-beneficial outcomes for the City and its partners.

Respect

The City fosters respect between its Council and staff, Citizens, neighbors, its natural resources and built environment, its resident businesses to bind College Place into a sustainable and prosperous community. The City honors its heritage.

Service

The City exists to provide services to its constituents. It is an organized, learning organization that makes data-driven decisions. It's employees and Council are empathetic and humble.

Diversity

The City recognizes differences between people and values these differences as an asset. College Place fosters an environment where individuals find safety, dignity, and acceptance.

Optimal Operations

People of high character and capability power successful City operations. The City Council values its staff and sees Human Resources as its greatest asset. Integrating infrastructure and people are systems and tools that are current and people know how to use.

Goals and Objectives

1. The City is staffed to reflect state-recognized human resource levels.
 - a. The City Police department is staffed to State governing agency criteria and sustainably funded. (Council)
 - b. The City Fire department is staffed State governing agency criteria and sustainably funded. (Council)
 - c. The City Public Works, Community Development, and Public Works departments are adequately staffed and sustainably funded. (Council)
 - d. The City Finance, Clerk, and Human Resource Departments are adequately staffed and sustainably funded (Council).
2. The City constructs new and modifies existing City facilities based on nationally-recognized standards. (Public Works)
3. The City has a robust Human Resource function.
 - a. Staff have opportunities for professional development and training. (Human resources)
 - b. The City is prepared for succession in key leadership positions. (Human Resources)
 - c. A learning culture is fostered. (Mayor and administrator)
4. GIS is used for comparative advantage and municipal leadership. (Administrator)
5. Technology is employed when increasing staff efficiency (Administrator).

Timeline and Outcomes

Year	Activity	Result
2021	1. 2. 3-a. 4.	Incremental changes in staffing levels Capital facility plan recognizes changing space and use requirements for City services. Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.
2022	1. 3-a. 4.	Incremental changes in staffing levels Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.
2023	1. 3-a. 4.	Incremental changes in staffing levels Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.
2024	1. 3-a. 4.	Incremental changes in staffing levels Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.
2025	1. 3-a. 4.	Incremental changes in staffing levels Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.
2026	1. 3-a. 4.	Incremental changes in staffing levels Number of professional training classes conducted and attended are reported annually. Total number of GIS uses reported.

Resource Development

To maintain its comparative advantage as a municipal government, College Place pursues new revenue streams not from increasing property tax rates, but from increasing local valuation through new commercial and residential development, while supporting not impeding development.

Goals and Objectives

1. The City develops and deploys a written Economic Development strategy to guide expansion of the commercial tax base.
 - a. Land is identified for commercial and residential development. (Planning)
 - b. Lodging development is pursued including the feasibility of meeting space.
(Administrator)
 - c. A diversity of housing options is pursued including single-family, apartments, duplexes, condos, manufactured homes, accessory dwelling units and mixed-use.
(Planning)

-
- d. The City pursues a big box/chain retail development. (Administrator)
 2. Downtown develops as a mixed-use zone with design standards that offer the developer a menu of possibilities rooted in a “main street” character.
 - a. Business opportunities are developed with a focus on local residents so that the local economy and indigenous wealth grows. (Economic Development Commission)
 - b. The inventory of mixed-use buildings in the downtown core increases. (Economic Development Commission)
 - c. Parking lots are developed in the downtown core close to College Avenue. (Planning)
 3. The City develops a venture with the Port of Walla Walla to develop incubator properties in the community, ideally near and in association with Walla Walla University. (Mayor)
 4. The City pursues change to countywide planning policies, urban growth expansion and an infill strategy. (Planning)
 5. The City develops tourism opportunities with its partners including Visit Walla Walla, Walla Walla University, Walla Walla Valley Chamber of Commerce, and local service businesses.

Timeline and Outcomes

Year	Activity	Result
2021	1-a. 1-a 1-b 1-c 1-c 1-c. 1-d 2-a. 2-b. 3 4 5	The land inventory is updated. Figure out land use game plan for Martin Airfield site. City attempts to recourt lodging operators/developers for Whitman or Meadowbrook areas Countywide Housing Needs Assessment is Completed and Accepted by City Council City participates in formation of Common Roots Land Trust Housing Chapter action plan is reviewed. City petitions state to pursue Tax Increment Financing in key areas of town. The number of business starts on and near College Ave. are tracked and reported to Council at least annually. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually. City working on Flex Space Assessment with CERB Grant Countywide Planning Policies are reviewed Continued Joint marketing effort with Visit Walla Walla. Work with Downtown WW Foundation, City of WW, and others on Creative District designation.
2022	1-a. 1-a 1-b 1-c. 1-c 1-d 1-d 2-a.	The land inventory is updated. Work with owner of Martin Airfield on Zoning designation and get it finalized. Work with lodging developer to finalize deal to establish facility in College Place. Housing Chapter action plan is reviewed. City works with Common Roots Land Trust, BMAC. And Housing Authority on development of Affordable Housing Courting big boxes for Whitman Drive (Price Property) and Stone Creek development areas. State and other taxing agencies allow us to establish TIF covering key commercial areas in town. The number of business starts on and near College Ave. are tracked and reported to Council at least

	2-b. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually. 3 City work on identifying key components of flex space as well as partners. Secure land and financing for it. 4 Updated Countywide Planning Policies are adopted. 5 Continued joint marketing effort with Visit Walla Walla 5. Region gets accepted by Arts Washington as a Creative District.
2023	1-a. The land inventory is updated. 1-b. Ground breaks on lodging property development 1-c. City works with Common Roots Land Trust, BMAC, and Housing Authority on development of Affordable Housing. 1-c. Housing Chapter action plan is reviewed. 1-d. Commercial big box development opens. 2-a. The number of business starts on and near College Ave. are tracked and reported to Council at least annually. 2-b. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually. 3. City and/or partners begin work on engineering/architecture work for Flex Building 4. County opens up urban growth boundary adjustment process. Work on adjustment. Conduct and adopt residential and commercial building land capacity inventories. 5. Continued joint marketing effort with Visit Walla Walla
2024	1-a. The land inventory is updated. 1-a. Martin Airfield land use designation is finalized. 1-b. Lodging development opens. 1-c. Housing Chapter action plan is reviewed. 1-c. City works with Common Roots Land Trust, BMAC, and Housing Authority on development of Affordable Housing. 1-d. Big-box store opens. 2-a. The number of business starts on and near College Ave. are tracked and reported to Council at least annually. 2-b. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually. 3. City and/or partners begin construction on Flex facility. 4. Amended Urban Growth Area is accepted by Walla Walla County. 5. Continued joint marketing effort with Visit Walla Walla.
2025	1-a. The land inventory is updated. 1-c. Housing Chapter action plan is reviewed. 1-c. City works with Common Roots Land Trust, BMAC, and Housing Authority on development of Affordable Housing 1-d. Attract pad retail and hospitality establishments near new big boxes. 2-a. The number of business starts on and near College Ave. are tracked and reported to Council at least annually. 2-b. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually. 3. City & partners Flex Space is under construction. 5. Continued joint marketing effort with Visit Walla Walla.
2026	1-a. The land inventory is updated. 1-c. Housing Chapter action plan is reviewed. 1-c. City works with Common Roots Land Trust, BMAC, and Housing Authority on development of Affordable Housing 1-d. Attract pad retail and hospitality establishments near new big boxes. 2-a. The number of business starts on and near College Ave. are tracked and reported to Council at least annually. 2-b. The number of mixed-use properties on and near College Ave. are tracked and reported to Council at least annually. 2.c. A plan for parking lot development is complete. 3. City & partners Flex Space is complete. 5. Continued joint marketing effort with Visit Walla Walla.

Cooperation and Connection

The City values connection with its residents and to its heritage. The City strives for win-win outcomes in relationships and partnerships internally and externally. The City's residents value connection to each other, which the City fosters and grows.

Goals and Objectives

1. Create annual community events
 - a. Identify opportunity for specific College Place events that are tied to Walla Walla University, Adventist Schools, or College Place Public Schools activities like Alumni Weekend and graduations. (Economic Development Commission)
 - b. Create events which draw visitors from neighboring communities and regions. (Economic Development Commission)
2. The City's outreach program effectively reaches all of its population.
 - a. Develop a City Brand guidelines (Administrator)
 - b. Students are actively involved in College Place City Council meetings and Council is involved at schools. (Council)
 - c. The City increases the use and effectiveness of social media channels that are used by stakeholders. (Departmental Social Media Managers)
 - d. The City maintains an active release of news to local media outlets for regularly occurring items and crisis communication. (City Administrator & Departmental PIO's)
 - e. School events are promoted to the Community. (Departmental Social Media Managers)
3. The City explores the feasibility of a multi-use community center. (Parks, Arbor & Recreation Commission)
4. The City shares leadership with its residents through volunteer service on Commissions, as follows. (City Clerk & Human Resources)
 - a. Planning Commission
 - b. Historic Preservation Commission
 - c. Civil Service Commission
 - d. Economic Development, Tourism, and Events Commission

-
- e. Parks, Arbor, and Recreation Board
 - f. Utilities & Transportation Advisory Commission
 - g. Diversity & Inclusion Advisory Board
 - h. Youth Advisory Commission
5. Walla Walla University and City of College Place staff and administration participate on each other's boards and commissions in order to mutually aid their missions. (Mayor)
6. College Place builds and fosters interlocal partnerships in the following areas. (Mayor and Administrator)
- a. Utilities
 - b. Bidding on joint construction projects
 - c. Library
 - d. Court
 - e. Information Technology
 - f. Emergency Management
 - g. School security
 - h. Park and Recreation programs
 - i. Police Training (Ex: Regional Shooting Range)
 - j. Fire Training (Ex: Fire Training Tower)
 - k. Economic Development
 - l. Broadband
 - m. Housing

Timeline and Outcomes

Year	Activity	Result
2021	2. 2-d 2-e. 4. 6. 6-f 6-h 6-l 6-m	Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings. The number of interlocal agreements increases. Work with County and other partners to secure grant funds to move Emergency Management. City & partners establish youth recreation programming. City partners with area agencies to pursue grant funding for regional public dark fiber system. Common Roots Land Trust officially forms.
2022	1-a.	Work to bring back Block Party or similar event in which University, Public Schools, Private

	1-b. 2-c. 2-d. 2-e. 4. 6. 6-h. 6-i. 6-j. 6-l. 6-m.	Schools, and Library can partner. Partner with City of Walla Walla to bring regional events (Music Festivals, etc) here to the Valley. Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings. The number of interlocal agreements increases. Youth recreation programming grows. Regional Police Shooting Range facility is complete. Regional Fire Training Tower is under construction. City and partners secure funding for publicly owned dark-fiber system. Begin engineering. First property for Common Roots to possess affordable housing on is sighted.
2023	2-c. 2-d. 2-e. 4. 6. 6-f. 6-h. 6-j. 6-l. 6-m.	Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings. The number of interlocal agreements increases. Emergency Management is at new, safe, secure location. Youth recreation programming grows. Regional fire training tower is fully constructed and operational. City and partners wrap up engineering and begin construction of publicly owned dark fiber system. Increase in affordable housing development through land trust, BMAC, and Housing Authority.
2024	2-c.. 2-d. 2-e. 4. 6. 6-h. 6-l. 6-m.	Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings. The number of interlocal agreements increases. Youth Recreation Programming offerings grows. Construction of publicly owned dark fiber system wraps. Is ready to be leased and lit. Increase in affordable housing development through land trust, BMAC, and Housing Authority.
2025	2-c. 2-d. 2-e. 4. 6. 6-h. 6-l. 6-m.	Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings. The number of interlocal agreements increases. Youth Recreation Programming offerings grows. Number of internet providers increases and monthly cost of internet decreases. Increase in affordable housing development through land trust, BMAC, and Housing Authority.
2026	2-c. 2-d. 2-e. 4. 6. 6-h. 6-l.	Staff provides social media report to Council highlighting channels, number of followers and number of posts. Administrator presents annual report of news coverage and reporting. School event information is included in utility statement mailings. All Commissions are fully appointed with local residents by Council who also monitor calendaring of commission meetings. The number of interlocal agreements increases. Youth Recreation Programming offerings grows. Number of internet providers increases and monthly cost of internet decreases

	6-m.	Increase in affordable housing development through land trust, BMAC, and Housing Authority.
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Infrastructure Investment

A healthy and vital College Place requires new and renewing investments above and below ground. Residents expect and receive reliable and safe services from these investments.

Goals and Objectives

1. The City strives to attain a fully-funded storm water utility via a combination of utility rates and external grants. (Public Works/On-Call Engineer)
2. The City has a fully-funded drinking water utility via a combination of utility rates and external grants. (Public Works)
 - a. Water treatment infrastructure is replaced in the next ten years (Public Works)
 - b. Water rights and water availability are secured. (Public Works)
 - c. A conservation program is developed and in place to a point where the aquifer is recharging (Public Works).
 - d. Explore consolidation with neighboring irrigation districts (Public Works).
 - e. The City will monitor closely aquifer levels and develop conservation programs, additional water acquisition infrastructure as needed.
3. The City has a fully-funded wastewater utility via a combination of utility rates and external grants. (Public Works)
 - a. The City has a plan to replace aging collection system. (Public Works)
 - b. The City has a plan in place to finance the Wastewater Treatment Plan improvements mandated by the State Department of Ecology by the end of 2023 for Phase 1.
4. All local streets are refurbished and/or rebuilt.
 - a. The Transportation Benefit District has a funding mechanism that begins to fund renewal. (Administrator)
 - b. There are sidewalks, bike lanes and sharrows where practicable, preserving character of historic neighborhoods. (Planning)

-
- c. Fully-controlled intersections are constructed at important crossings.
(Engineering)
 - d. LED Street lights expands LED Street lights throughout the City. (Public Works)
 - 5. Working with partners, the City promotes sustainability and conservation in the use of renewable resources, such as facilitating solar array installation on roofs and walls.
(Planning)
 - 6. Revise development regulations to further incorporate community needs and smart growth principles. (Planning)
 - 7. The City provides internet access as key infrastructure. (Mayor and Administrator)
 - a. Community-wide Wi-Fi improves access to internet.
 - b. Fiber cable is installed wherever development occurs.
 - 8. The City works with partners to develop a true recycling program.

Timeline and Outcomes

Year	Activity	Result
2021	1. 2. 2. 3. 3. 4. 4b. 7.	The linear feet of stormwater lines replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. Energy costs related to increased number and better utilization of drinking water wells reported to Council. The linear feet of wastewater pipe replaced or relined is reported to Council. Southwest Wastewater Trunk Line is constructed and operational. The linear feet of roadway refurbished or rebuilt is reported to Council. The linear feet of sidewalk refurbished or rebuilt is reported to Council. The linear feet of dark fiber constructed is reported to Council
2022	3-c. 1. 2. 2. 3. 3. 4. 4a. 4b. 7. 8.	LED lights power all City street lights The linear feet of stormwater lines replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. Energy costs related to increased number and better utilization of drinking water wells reported to Council. The linear feet of wastewater pipe replaced or relined is reported to Council. Construction begins at Wastewater Treatment Plant /Amount of Sewage treated at WTP The linear feet of roadway refurbished or rebuilt is reported to Council. Council begins identification of financing strategies for Transportation Benefit District. The linear feet of sidewalk refurbished or rebuilt is reported to Council. The linear feet of dark fiber constructed is reported to Council Workgroup established to begin figuring out challenges to restarting Recycling program.
2023	1. 2. 2. 3. 3.	The linear feet of stormwater lines replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. Energy costs related to increased number and better utilization of drinking water wells reported to Council. The linear feet of wastewater pipe replaced or relined is reported to Council. Construction concludes at Wastewater Treatment Plant/Amount of Sewage treated at WTP.

	4. 4a. 4b. 7. 8.	The linear feet of roadway refurbished or rebuilt is reported to Council. Council selects financing strategy for Transportation Benefit District/is monetized. The linear feet of sidewalk refurbished or rebuilt is reported to Council. The linear feet of dark fiber constructed is reported to Council Number of strategies identified by workgroup to deal with Recycling.
2024	. 1. 2. 2. 3. 3. 4. 4b. 7. 8.	The linear feet of stormwater lines replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. Energy costs related to increased number and better utilization of drinking water wells reported to Council. The linear feet of wastewater pipe replaced or relined is reported to Council. Amount of Sewage treated at WTP. The linear feet of roadway refurbished or rebuilt is reported to Council. The linear feet of sidewalk refurbished or rebuilt is reported to Council. The linear feet of dark fiber constructed is reported to Council Number of strategies identified by workgroup to deal with Recycling.
2025	1. 2. 2. 2. 3. 3. 3. 4. 4b. 7. 8.	The linear feet of stormwater lines replaced or relined is reported to Council. All residents have access to municipal water supply. The linear feet of water lines replaced or relined is reported to Council. Energy costs related to increased number and better utilization of drinking water wells reported to Council. The wastewater utility meets WA Department of Ecology requirements. The linear feet of wastewater pipe replaced or relined is reported to Council. Amount of Sewage treated at WTP. The linear feet of roadway refurbished or rebuilt is reported to Council. The linear feet of sidewalk refurbished or rebuilt is reported to Council. The linear feet of dark fiber constructed is reported to Council Pilot recycling strategy implemented.
2026	1. 2. 2. 3. 3. 4. 4b. 7. 8..	The linear feet of stormwater lines replaced or relined is reported to Council. The linear feet of water lines replaced or relined is reported to Council. Energy costs related to increased number and better utilization of drinking water wells reported to Council. The linear feet of wastewater pipe replaced or relined is reported to Council. Amount of Sewage treated at WTP. The linear feet of roadway refurbished or rebuilt is reported to Council. The linear feet of sidewalk refurbished or rebuilt is reported to Council. The linear feet of dark fiber constructed is reported to Council Recycling program operational/Tons of material recycled.

Planning for Prosperity

The City uses transparent and accountable planning processes so residents understand how College Place grows and changes. Planning documents are clear with a vision for how to sustainably fund services while maintaining high levels of citizen satisfaction and add to the local population as well as the Urban Growth Area (UGA).

Goals and Objectives

-
1. The City produces and adopts a Comprehensive Plan
 - a. There is a written redevelopment strategy for the College Avenue corridor.
(Planning)
 - b. An historic preservation strategy is developed. (Historic preservation commission)
 - c. The City develops, maintains and funds a sustainable infrastructure replacement plan. (Finance)
The City has a Parks master plan that meets RCO standards and integrates the Blue Mountain Regional Trail Network (Parks, Arbor and Recreation Board)
 - d. The Walla Walla University Master Plan is integrated. (Mayor and Administrator)
 2. City government is flexible enough to permit innovation.
 - a. Lean methodologies are applied to continuously improve the City's development processes. (Mayor and Administrator)
 - b. Municipal code is simplified to improve usability. (City Clerk)
 3. By 2027, the City will complete its third Comprehensive plan.

Timeline and Outcomes

Year	Activity	Result
2021	2.	Report to Council on the number of process improvement groups formed.
2022	2.	Report to Council on the number of process improvement groups formed. Urban Growth Area reviewed by the Planning Commission and City Council.
2023	2.	Report to Council on the number of process improvement groups formed.
2024	2.	Report to Council on the number of process improvement groups formed.
2025	2.	Report to Council on the number of process improvement groups formed.
2026	2. 3.	Report to Council on the number of process improvement groups formed. Comprehensive Plan development commences.

Revising the Plan

The plan will be reviewed and updated annually. Recommendations for any interim changes to the plan should address the following questions:

- Why should the changes be made?
- What specific changes should be made, including to areas, goals, objectives, strategies timelines and responsibilities?

City of College Place, Washington

ORDINANCE NO. 25-001

AN ORDINANCE AUTHORIZING THE ADOPTION OF THE COLLEGE PLACE STRATEGIC PLAN (2025 TO 2035).

WHEREAS, the City of College Place is a non-charter code city entitled to the privileges and provisions of RCW 35A; and

WHEREAS, Strategic Plans need to be periodically reviewed so they remains fresh and useful to city staff in day –to-day operations of the City; and

WHEREAS, the City hired Sageland Strategic N Zach Ratkai to facilitate the Strategic Plan work with multiple council meetings, citizen survey, and interviews with residents and business owners over several months; and

NOW THEREFORE, THE CITY OF COLLEGE PLACE ORDAINS AS FOLLOWS

Section 1 – Update the hyperlink to the updated Strategic Plan attached as Exhibit 2 of this packet in College Place Municipal Code 2.10.10 – Strategic Plan Adoption.

Section 2: Severability. That if any section, subsection, clause, or phrase of this legislation is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance. The City of College Place, Washington hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

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

Section 4. Effective Date. That this law and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect five (5) days from and after date of its final passage and adoption.

ADOPTED at a regular meeting of the City Council of the City of College Place, Washington held on the 14th day of January, 2025.

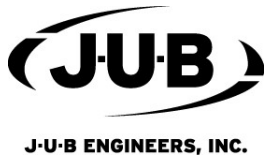
Norma L. Hernandez, Mayor

Attest:

Approved as to form:

Maryelizabeth Garcia, City Clerk

Rea Culwell, City Attorney



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES
Authorization for Contract Amendment

CLIENT: City of College Place

Project Name: Post Office Crosswalk

J-U-B Project Number: 30-20-075-053

1. *Amendments.* The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated 8/23/23. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Additional design scope related to design iterations to accommodate maintenance concerns and funding agency requirements.
Additional scope for construction phase services related to project delays.

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

Name _____
Date

3. *Payment for Amendments.* Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Increase authorized fee by \$30,400 (from \$38,630 to \$69,030).

4. *Schedule of Services.* Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

Dated this 30th day of December, 2024,

CLIENT

J-U-B ENGINEERS, Inc.

By: _____
Project Representative or Authorized Signatory for
CLIENT

By: Alex Fazzari
Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

Alex Fazzari, Area Manager

Print or Type Name and Title

DOH Contract: GVL30999-0

Grant Agreement

Between
Department of Health
and
City of College Place

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FACE SHEET
Washington State Department of Health
Water System Consolidation Feasibility Study Grant

Financial Services Division
Office of Drinking Water
Drinking Water System Consolidation Feasibility Study

1. CONTRACTOR City of College Place		2. CONTRACTOR Doing Business As (optional)	
3. CONTRACTOR Representative Mike Rizzitiello City Administrator 509 394 8506 MRizzitiello@cpwa.us		4. DOH Representative Rachel Paris Contract Manager (360) 236-4294 Rachel.Paris@DOH.WA.Gov PO Box 47822 Olympia, WA 98504-7822	
5. Contract Amount \$70,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date DOE	8. End Date 10/1/2026
9. Federal Funds (as applicable) N.A.		10. Federal Agency CFDA Number: <Insert number>	
10. Tax ID # 02-7416270	11. SWV # 0028965-00	12. UBI # 369000564	13. UEI # ZG1SNDHCCH16
14. Contract Purpose The purpose of this grant is for a consolidation feasibility study report that may include assessment of existing infrastructure, identification of improvements, and cost estimate of improvements for ENTER ENTITY NAME HERE.			
DOH and CONTRACTOR acknowledge and accept the terms of this Contract and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of the parties are governed by the Contract Special Terms and Conditions, General Terms and Conditions, Attachment "A" -- Scope of Work, and Attachment "B" -- Budget.			
FOR CONTRACTOR Name and Title Date Signed:		FOR DOH Name and Title Date Signed: APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

**SPECIAL TERMS AND CONDITIONS
CAPITAL
STATE FUNDS**

1. CONTRACT MANAGEMENT AND COMMUNICATIONS

Communication regarding Contract performance is delegated by each party to its Contract Representative. Either party may change its Representative by giving prior express notice to the other party. Either party may identify on an as-needed basis an alternate Representative to serve during the stated temporary absence of its primary Representative.

Notices between the parties regarding Contract performance must be by written communication between the Representatives. Written communication includes email but not voice mail. Notices are presumed received by the other party's Representative upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

2. COMPENSATION

DOH shall pay an amount not to exceed \$70,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work and Budget. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

EXPENSES

CONTRACTOR may receive reimbursement for travel and other expenses if provided for under the Scope of Work or Budget. Any expense reimbursements are included in the Contract not to exceed amount.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Compensation for travel expenses will be made at current state travel reimbursement rates.

3. BILLING PROCEDURES AND PAYMENT

DOH will pay CONTRACTOR upon acceptance of properly completed invoice voucher (Form A-19) submitted to the DOH Representative. Invoices may not be submitted more frequently than monthly.

The invoices must describe and document, to DOH's satisfaction, a description of the work performed, and the progress of the project under the Scope of Work. Each invoice must include the Contract Number **GVL30999-0**. If expenses are invoiced, CONTRACTOR must provide a detailed breakdown of each type. A receipt must accompany any single expense in the amount of \$50.00 or more to qualify for reimbursement.

Payments are timely if made by DOH within thirty (30) calendar days after receipt of properly completed invoices. Payment will be sent to the address designated by the CONTRACTOR if other than to the CONTRACTOR Representative.

No payments in advance or in anticipation of performance to be provided under the Scope of Work will be made by DOH.

Duplication of Billed Costs

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

Disallowed Costs

The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its SUBCONTRACTORS.

4. SUBCONTRACTOR DATA COLLECTION

CONTRACTOR will submit reports, in a form and format to be provided by DOH and at intervals as agreed by the parties, regarding work under this Grant performed by SUBCONTRACTORS and the portion of Grant funds expended for work performed by SUBCONTRACTORS, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business SUBCONTRACTORS. "SUBCONTRACTORS" shall mean SUBCONTRACTORS of any tier.

5. HISTORICAL OR CULTURAL ARTIFACTS

Certain capital construction projects may be subject to the requirements of Washington State Executive Order 05-05 "Archaeological and Cultural Resources". CONTRACTOR will cooperate with DOH as may be required, to fulfill the requirements of EO-05-05. In the event that historical or cultural artifacts are discovered at the Project site during construction or rehabilitation, the CONTRACTOR or SUBCONTRACTOR shall immediately stop work and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. If human remains are discovered, the CONTRACTOR shall immediately stop work and report the presence and location of the remains to the coroner and local enforcement, then contact DAHP and any concerned tribe's cultural staff or committee.

6. INSURANCE

The CONTRACTOR shall maintain coverage for the duration of the project as a member city of the Washington Cities Insurance Authority (WCIA) and shall provide proof of coverage and scope of coverage upon request from DOH. Coverage must include comprehensive liability, personal injury, errors and omissions, contractual liability, and such other areas as WCIA requires of its member cities.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order: The order of precedence for terms and conditions under categories B through E is subject to the proviso that when a Contract term or condition appears in more than one Contract section, the more specific Contract term or condition shall control if the different provisions cannot be harmonized.

- A. Applicable federal and state of Washington statutes and regulations
- B. Special Terms and Conditions
- C. General Terms and Conditions
- D. Attachment A – Scope of Work
- E. Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
CAPITAL
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A.** "DOH Representative" shall mean the identified designee authorized to act on behalf of DOH in the management of the Contract.
- B.** "DOH" shall mean the Department of DOH.
- C.** "Contract" or "Agreement" means the entire written agreement between DOH and the CONTRACTOR, including Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D.** "CONTRACTOR" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the CONTRACTOR.
- E.** "CONTRACTOR Representative" shall mean the identified designee authorize to act on behalf of CONTRACTOR in the management of the Contract.
- F.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, DOH, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- G.** "State" shall mean the state of Washington.
- H.** "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this Contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" mean SUBCONTRACTOR(S) in any tier.

2. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to the Contract Budget up to the maximum amount stated on the Contract Face Sheet. Staff time reimbursement direct labor cost limited to 3.0% of contract amount.

3. ALL WRITINGS CONTAINED HEREIN

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

4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

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

6. ASSIGNMENT

Neither this Contract, nor any claim affecting the Contract terms and conditions may be transferred or assigned by the CONTRACTOR without prior written consent of DOH.

7. ATTORNEYS' FEES

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

8. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

9. CONFORMANCE

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

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, DOH may, in its sole discretion, by written notice to the CONTRACTOR, terminate this Contract if it is found after due notice and examination by DOH that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW, 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

11. DISALLOWED COSTS

The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its SUBCONTRACTORS.

12. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the DOH Director of the Office of Drinking Water (Director), who may designate a neutral person to decide the dispute. The parties will be equally responsible for any reasonable costs incurred by the neutral.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the requesting party's name, address, and Contract number; and
- be mailed to the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract is intended to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method as an alternative to or in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

The CONTRACTOR certifies that work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

14. GOVERNING LAW AND VENUE

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

15. INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify, and hold harmless DOH and the state of Washington for claims arising out of or incident to CONTRACTOR'S or CONTRACTOR'S SUBCONTRACTOR'S acts or omissions in the performance of the Contract. CONTRACTOR'S obligation to defend, indemnify, and hold harmless DOH and the state of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of the state of Washington and DOH, including their agents, agencies, employees and officials. CONTRACTOR'S obligation to defend, indemnify, and hold harmless DOH and the state of Washington includes any claim by CONTRACTOR'S agents, employees, officers, SUBCONTRACTORS, or SUBCONTRACTORS' employees.

The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to defend, indemnify, and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent CONTRACTOR relationship will be created by this Contract. The CONTRACTOR and its employees, agents, or SUBCONTRACTORS performing under this Contract are not employees or agents of the state of Washington or DOH. The CONTRACTOR may not hold itself out as or claim to be an officer or employee of DOH or of the state of Washington by reason hereof, nor may the CONTRACTOR make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

17. INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR must comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DOH may collect from the CONTRACTOR the full amount payable to the Industrial Insurance Accident Fund. DOH may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by DOH under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

18. LAWS

The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended. All construction projects must be bid and awarded per RCW 39.04.

19. LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

20. LIMITATION OF AUTHORITY

Only a party's Representative or the Representative's designee (designation to be made in writing prior to action) shall have the express, implied, or apparent authority to communicate with the other party regarding performance of the Contract. Changes to the Contract must be done by written amendment.

21. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the CONTRACTOR shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CONTRACTOR's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with

DOH. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

22. PREVAILING WAGE LAW

The CONTRACTOR certifies that all CONTRACTORS and SUBCONTRACTORS performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The CONTRACTOR shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for DOH's review upon request.

23. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not prohibited if otherwise eligible as project costs.

24. PUBLICITY

The CONTRACTOR agrees not to publish or use any advertising or publicity materials in which the state of Washington or DOH's name is mentioned, or language used from which the connection with the state of Washington's or DOH's name may reasonably be inferred or implied, without the prior written consent of DOH.

25. RECAPTURE

In the event that the CONTRACTOR fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, DOH reserves the right to recapture funds in an amount to compensate DOH for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the CONTRACTOR of funds under this recapture provision shall occur within the time period specified by DOH. In the alternative, DOH may recapture such funds from payments due under this Contract.

26. RECORDS MAINTENANCE

The CONTRACTOR must maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

CONTRACTOR will retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including the work performed under the Contract, shall be subject at all reasonable times to inspection, review or audit by DOH, personnel duly authorized by DOH, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the CONTRACTOR will complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

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

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, DOH may suspend or terminate the Contract

under the "Termination for Convenience" clause, without the ten (10) business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

31. SUBCONTRACTING

The CONTRACTOR shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, DOH in writing may: (a) require the CONTRACTOR to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the CONTRACTOR from subcontracting with a particular person or entity; or (c) require the CONTRACTOR to rescind or amend a subcontract.

Every subcontract shall bind the SUBCONTRACTOR to follow all applicable terms of this Contract. The CONTRACTOR is responsible to DOH if the SUBCONTRACTOR fails to comply with any applicable term or condition of this Contract. The CONTRACTOR shall appropriately monitor the activities of the SUBCONTRACTOR to assure conformity with the Scope of Work and Budget. In no event shall the existence of a subcontract operate to release or reduce the liability of the CONTRACTOR to DOH for any breach in the performance of the CONTRACTOR's duties.

Every subcontract entered into by CONTRACTOR must include a term that the state of Washington and DOH are not liable for claims or damages arising from CONTRACTOR'S or SUBCONTRACTOR'S performance or omissions.

32. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

33. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the CONTRACTOR's income or gross receipts, any other taxes, insurance or expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

34. TERMINATION FOR CAUSE

In the event DOH determines the CONTRACTOR has failed to comply with any material term or condition of this Contract in a timely manner, DOH may suspend or terminate this Contract. Before suspending or terminating the Contract, DOH shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within the time period stated in the DOH notice, which shall be no less than twenty (20) calendar days in the absence of good cause for a lesser period, the Contract may be terminated or suspended.

35. TERMINATION PROCEDURES

DOH reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by DOH to terminate the contract.

The rights and remedies of DOH provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the DOH Representative, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to DOH, in the manner, at the times, and to the extent directed by the DOH Representative, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which

case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the DOH Representative to the extent the DOH Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to DOH and deliver in the manner, at the times, and to the extent directed by the DOH Representative any property which, if the contract had been completed, would have been required to be furnished to DOH;
6. Complete performance of such part of the work as shall not have been terminated by the DOH Representative; and
7. Take such action as may be necessary, or as the DOH Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which DOH has or may acquire an interest.

36. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of DOH.

Attachment A, Scope of Work and Budget

2024 Consolidation Feasibility Study Grant

Project Title and Application Number: City of College Place – Irrigation Districts 14, 12, and 9 Consolidation Feasibility Study, Application 2024-4292

PURPOSE:

Pay for a feasibility study to identify the assets and liabilities of each of the Irrigation Districts 14, 12, and 9, and the Villages at Garrison Creek Homeowners Association.

Background/General Information:

Consolidated Irrigation District 123, ID 14650, Blalock Orchard District 12, ID 07400, and Hydro Irrigation District No. 9, ID 35275, are all located within the City of College Place Limits along with The Villages at Garrison Creek Homeowners Association which is master metered by the city water system, ID 14050. The certified operators for the three water districts desire to retire and have not found replacements to train. They are interested in consolidating with the city.

Funding for this project will not be used for any construction or ground disturbing activities.

Contract Administration:

The project’s scope of work is comprised of the following activities:

TASK/ACTIVITY:	DELIVERABLES:	ESTIMATED DUE DATE/COST:
Task 1: Consolidation Feasibility Study	Submit Consolidation Feasibility Study to Eastern Regional Office for review and approval.	Within 18 months of contract execution. \$60,000
Task 2: Connection Fees	Submit bill of sale or receipt of paid connection fees	Within 24 months of contract execution. \$10,000

Administration The quarterly progress reports should document project accomplishments, existing and potential problem areas, suggestions for improvements, and any desired outcomes achieved. Reports should be a few paragraphs long with sufficient detail for DOH to understand the relative progress of the project since the last reporting period. The last quarterly report serves as the final report and should include summary information about the project.	Submit quarterly reports to contract manager.	Quarterly reports are due the last working day of each quarter Not to exceed \$7,000
PAYMENT:	DOH will provide reimbursement to City of College Place based on approval of quarterly reports and required deliverables. City of College Place will provide an hourly accounting of time spent for each task in support of invoice. The contractor (City of College Place) is responsible for tracking all project expenditures as related to this contract, and for maintaining these records. DOH will withhold 10 percent of the total funding amount (\$7,000) until the project is successfully completed and all deliverables are received and approved by DOH.	
Total Consideration for this contract not to exceed:		\$70,000

The project will be considered complete when all the activities identified in the above scope of work are complete.

Project Performance Measures:

- Draft report for task 1.
- Final feasibility study with Eastern Regional Office of Drinking Water approval.
- Receipt or Bill of Sale for payment of connection fees for task 2.

Project End Date: Two years from contract execution. All deliverables need to be submitted prior to the end of the contract for review and approval. Work performed after the contract expires is not eligible for reimbursement.



Consolidation Feasibility Study Grant Application Guidelines

331-726 • December 2023

Beginning February 1, 2024, the Drinking Water State Revolving Fund (DWSRF) program will accept applications for the Consolidation Feasibility Study Grant Program. The application worksheet is available in Appendix A of these guidelines and on the Department of Health's [DWSRF webpage](#).

After you complete the application worksheet you must enter your information into our online application Washington Loan Tracking (WALT). WALT can be accessed through Secure Access Washington (SAW). For help with the online system, please review the [WALT External User Manual 331-614 \(PDF\)](#) or contact the DWSRF office at DWSRF@doh.wa.gov.

The application period is year-round.



To request this document in another format, call 1-800-525-0127. Deaf or hard of hearing customers, please call 711 (Washington Relay) or email doh.information@doh.wa.gov. If in need of translation services, call 1-800-525-0127.

Office of Drinking Water Contacts

Drinking Water State Revolving Fund Loan Program

If you have questions about	Contact	Phone	Email
Program manager	Chris Pettit	564-233-1408	Chris.pettit@doh.wa.gov
Eligibility & general questions	Jocelyne Gray	564-669-4893	Jocelyne.gray@doh.wa.gov
Technical assistance & criteria for disadvantaged communities	Chelsea Cannard	564-233-1799	Chelsea.cannard@doh.wa.gov
Application & general questions	Sara J. Herrera	360-236-3089	Sara.herrera@doh.wa.gov
Cultural/environmental review	Scott Kugel	509-329-2117	Scott.kugel@doh.wa.gov
Underwriting	Mike Copeland	360-236-3083	Mike.copeland@doh.wa.gov
Contract management	Eloise Rudolph	360-236-3124	Eloise.rudolph@doh.wa.gov
Contract management	Brittany Cody-Pinkney	360-236-3047	Brittany.cody-pinkney@doh.wa.gov
Contract management	Dennis Hewitt	360-236-3017	Dennis.hewitt@doh.wa.gov

Department of Health, Office of Drinking Water
PO Box 47822
Olympia, WA 98504-7822

Phone 800-521-0323
Fax 360-236-2252
E-mail dwsrf@doh.wa.gov
Website doh.wa.gov/DWSRF

If you have questions on regulatory requirements, project reports, or planning requirements, please contact the appropriate Office of Drinking Water (ODW) regional office.

Northwest Regional Office

PO Box 47800
MS K17-12
Olympia, WA 98504
253-395-6750

Southwest Regional Office

PO Box 47823
Olympia, WA 98504-7823
360-236-3030

Eastern Regional Office

16201 E. Indiana Ave. Suite 1500
Spokane Valley, WA 99216
509-329-2100

Technical Assistance Contacts for Small Water Systems

Infrastructure Assistance Coordination Council
infrafunding.wa.gov.

Rural Community Assistance Corporation (RCAC)
360-836-5424
www.rcac.org

Evergreen Rural Water of Washington
360-462-9287
www.erwow.org

Environmental Finance Center
efcnetwork.org/assistance/request-assistance.

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Program Description and Goals

We seek to promote consolidation of small water systems into larger entities with greater technical, managerial, and financial capacity. These efforts encourage improved capacity, sustainability, and reduce the number of small water systems that serve fewer than 10,000 people. We also support the consolidation of Group B water systems and properties served by private wells into a new or an existing Group A community water system.

Consolidation is either (1) physically joining two or more separate water systems or a group of properties served by private wells into an existing Group A water system, or (2) changing ownership of a water system where the prospective new owner is a public entity, also referred to as restructuring.

Consolidation activities include, but are not limited to, water system planning, feasibility studies, public outreach and meetings, and engineering design, that identify infrastructure improvements necessary to address or prevent violation of applicable federal, state, and local drinking water requirements.

DWSRF Application Process

We accept applications through our online Washington Loan and Grant Tracking system (WALT). You can find the application worksheet in Appendix A of this document and [Washington Loan Tracking External User Guide 331-614 \(PDF\)](#). WALT will accept applications beginning February 1, 2024. We accept applications year-round with quarterly reviews of submitted applications until funding is exhausted. Funding is allocated by the state legislature July 1 each year.

DWSRF staff are available to assist you with your application. We host webinars twice a year to provide an overview of the program and to answer questions to help you with the application process. We will announce trainings through GovDelivery and our DWSRF webpage. No registration is needed, just go to [our DWSRF webpage](#), click on the **Consolidation Feasibility/Regionalization** accordion drop-down link and click the webinar link to join. We will upload slides from the presentations to the webpage.

Estimated Timelines

Action	Date
Consolidation Feasibility Study Grant Program Overview Webinar Learn about program requirements.	Every six months with the first one hosted on January 17, 2024, at 10:00 a.m.
Grant Application opens.	February 1, 2024
Question and Answer Webinar	Every six months with the first one hosted on March 13, 2024, at 10:00 a.m.
Questions and Answers from March 13 webinar. We will post to our DWSRF webpage .	April 1, 2024, and as needed
Applications due. ODW accepts applications year-round with reviews quarterly.	Year-round
Applicants notified of funding status.	Three months after application review.
Contracts issued.	Within 6 months after application review.
Complete all work.	Within two years of contract execution.

Funding

Initially we plan to make \$500,000 available through June 30, 2024, with additional funding based on legislative appropriation. The maximum grant available per project is \$50,000, the minimum is \$10,000. Applicants may submit multiple project applications for grant funding. If an applicant is selected to receive grant funds, but the offer is withdrawn or declined, we will consider the next highest scored applicant(s) to receive grant funds. Submit each project as a separate application.

Grant Objective

The primary objective of this consolidation grant is to assist Group A not-for-profit community water systems and municipalities with restructuring or consolidation infrastructure projects. Information obtained with this grant can help all affected entities make informed decisions on the restructuring or consolidation project.

Applicant Minimum Qualifications and Eligibility

The applicant must be a:

- ◆ Group A not-for-profit community water system, county, city, town, public utility district, or water district in Washington State.
- ◆ Tribal water system that meets the definition of a Group A not-for-profit community water system. Tribal water systems must meet all capacity requirements and the proposed project may not receive Safe Drinking Water Act (SDWA) national set-aside funds for tribal systems.

We will deem ineligible any responding entities who do not meet these minimum qualifications.

To be eligible, we require letters of support and commitment, interlocal agreements, or equivalent documentation to demonstrate commitment to participate in the proposed project, describes roles and responsibilities of each party, and commits to participate in a community meeting. The applicant and all other water systems identified in the proposed project must provide this information with their submitted application. Acceptance of the grant does not require the system to complete the consolidation.

The applicant is not required to have a current approved water system plan or small water system management program to be eligible for funding. Funding can be used to complete planning documents that include the project as long as all work can be completed within two years of contract execution.

Systems to be Studied

The system (or systems) studied for potential consolidation or restructuring must be a Group A water system serving fewer than 10,000 people, Group B water system, or a group of properties served by private wells. Any consolidation of properties with private wells into a new Group A community water system must include a minimum of 15 properties. Federally owned, state-owned, and for-profit non-community water systems are not eligible to apply for this funding, such water systems are eligible for consolidation with an eligible responding entity.

Systems owned by the applicant may be eligible if ownership is due to receivership or emergency and occurred within the last five years.

We may require that an independent third party complete the study or that all parties agree on the service provider prior to the commencement of any work. This is intended to increase confidence in the products produced through this grant.

All feasibility studies are required to include a **cost analysis** for the system considering merging into the Group A system. The analysis will evaluate the merging system's cost to remain independent, including operations and maintenance (O&M) and capital financial costs, plus the managerial costs and volunteer hours spent to remain independent for the next 20 years. It will also identify the following.

1. Completed SRF asset inventory showing the most conservative life of an asset, and the cost to replace the asset if life expectancy has been exceeded.
2. Cost of a second source that includes a "today's land purchase," if there is only one well (to demonstrate resiliency).
3. Qualitative summary to include the following:
 - a. Number of board members by their governance structure, are all positions currently filled and a rate of vacancy.
 - b. Estimated amount of time each board member spends overseeing the system.
 - c. Evaluate the board's ability to manage a multiple year infrastructure project and communicate with customers. This should include:
 - i. Educate the community about infrastructure quality and necessary improvements and available funding.
 - ii. Fill out loan applications, prepare financial records, and communicate with loan officers.
 - iii. Communicate about taking on debt with the subsequent rate increases necessary and gain necessary votes.
 - iv. Manage a capital project to replace their infrastructure from design, permitting, funding, construction, and debt management.
 - v. Identify the increase time investment from Board members to manage the project.

Connection Fee Project

Eligible costs for connection fee projects include design costs, system development charges, and administrative costs associated with connecting one or more water systems and properties according to the applicant's published fees or tariff **but cannot be used to fund any construction activities.** Please clearly identify in your grant application if you are seeking funding for a connection fee project. We expect to fund these projects from a different funding source and need them to be clearly identified. **We may need to adjust the funding timeline based on funding source used to fund project.**

Appendix B contains examples of scopes of work.

Project Scoring

Our scoring process gives funding priority to projects that address severe public health threats and compliance issues. After you submit your application, we will determine whether the project is eligible for DWSRF Consolidation Feasibility Study Grant funding. We will score all eligible projects. If projects receive identical scores, we use the largest population of the system(s) being consolidated as a tiebreaker.

A critical element of the application is the health risk or problem the utility is facing and how an infrastructure project eliminates that risk. Your application must clearly document any public health risks and compliance problems the consolidation addresses. We may not consider unclearly presented information during scoring and ranking.

Risk Categories and Associated Points in Priority Order

Risk Category 1 (42 points). The system to be merged must have a documented microbial contamination event or compliance problem associated with:

- Revised Total Coliform Rule.
- Surface Water Treatment Rules.
- Groundwater Rule.
- Uncovered finished water reservoirs.
- Exceeding the Environmental Protection Agency (EPA) Health Advisory (HA) level for microbial and cyanotoxins. Per the current EPA HA, the identified cyanotoxins are microcystins (current level established at 0.3 micrograms per liter) and cylindrospermopsin (current level established at 0.7 micrograms per liter).

Risk Category 2 (34 points). The system to be merged must have primary inorganic chemical contamination.

Project must evaluate compliance problems (Maximum Contaminant Level [MCL], Treatment Technique [TT], or Action Level) exceedances, or violations associated with the following.

Antimony (Sb)	Chromium (Cr)	Nickel (Ni)
Arsenic (As)	Copper (Cu)	Nitrate (as N)
Asbestos	Cyanide (HCN)	Nitrite (as N)
Barium (Ba)	Fluoride (F) (over 4.0 mg)	Selenium (Se)
Beryllium (Be)	Lead (Pb)	Thallium (Tl)
Cadmium (Cd)	Mercury (Hg)	

Risk Category 2 also includes the following:

- Corrosion control projects for lead and copper.
- Projects to address a combined concentration of PFOS, PFOA, PFHxS, PFNA, and PFBS that exceeds the state action level as published in [Washington Administrative Code \(WAC\) 246-290-315](#). We will prioritize higher concentrations if multiple projects have the same score.

Risk Category 3 (26 points). The system to be merged must have a primary chemical risk, a sanitary survey significant deficiency, disinfection installation, lead component removal or replacement, or EPA chemical HA.

To receive a score in Risk Category 3, your project must evaluate a compliance problem (MCL, TT, or Action Level), exceedances, or violations associated with the following:

- ◆ Disinfection by-products.
- ◆ Organic chemical.
- ◆ Radionuclides.

Other eligible projects in Risk Category 3 would evaluate ways to address:

- ◆ A significant deficiency identified during the most recent sanitary survey. The system must have received a compliance order for the significant deficiency.
- ◆ Lack of disinfection treatment as required in [WAC 246-290-451](#), if not captured in Risk Category 1.
- ◆ An exceedance of an EPA HA level established for chemical contaminants, such as manganese concentrations that exceed 0.3 milligrams per liter (mg/L).
- ◆ Receiverships.
- ◆ Lead service lines and goosenecks. The water system must provide historic records to document that the service lines or goosenecks to be replaced or taken out of service are lead. Acceptable historic records include information on the age of the houses and high probability of lead components being present, line installation records, line repair information, and as-builts.

Risk Category 4 (18 points). The system to be merged must have a secondary MCL, resiliency, seawater intrusion risk, sanitary survey significant finding, 80 percent of nitrate or arsenic MCL.

To receive a score in Risk Category 4, your project must evaluate compliance problems (MCL, TT, or Action Level), exceedances, or violations associated with the following.

Chloride (Cl)	Manganese (Mn)	Sulfate (SO ₄)
Fluoride (F) (over 2.0 mg)	Silver (Ag)	Zinc (Zn)
Iron (Fe)	Sodium (Na)	

Projects that provide resiliency to the water system also qualify for this Risk Category. Resilience refers to the ability of water infrastructure systems to withstand and recover from natural and man-made disturbances to their functioning level. Resilience criteria for factors relating to project planning and design may address:

- ◆ Vulnerability of a water system to disruption of safe water delivery, whether natural or of human origin.
- ◆ Capability to recover from disruption of safe water delivery.
- ◆ A range of natural events capable of disruption, including flooding, long-term drought, sea-level rise, and earthquakes.

Projects that qualify as providing system resiliency include, but are not limited to, adding a redundant source, modifying a surface water intake to operate under drought or flood conditions, seismic upgrades to finished water reservoirs or transmission mains, interties, or providing a generator at the main source. **The proposed project needs to benefit the majority (51 percent or more) of the population the water system serves.**

Other projects that qualify for Risk Category 4 include:

- Addressing seawater intrusion.
- Addressing a significant finding identified in the most recent sanitary survey. The system must have received a compliance order for the significant finding.
- Addressing a nitrate or arsenic issue. To qualify, the system must have entry point monitoring that documents the system exceeds 80 percent of the nitrate or arsenic MCL.
- Addressing PFAS contamination below the state action levels.

Risk Category 5 (10 points). To receive a score in Risk Category 5, the system to be merged must evaluate infrastructure sustainability.

Projects can be one of the following:

- Treatment enhancement. For example, treatment installed to address taste and odor.
- Install an additional distribution reservoir.
- Install treatment plant discharge improvements.
- Install pressure reduction device(s).
- Install backflow prevention device(s). Device must be installed on property the water system owns. The water system must own and maintain the device.
- Security measures (cameras, fencing, lighting, lab equipment, chemical storage) not included as part of a category 1–4 project.
- Replace water mains, reservoirs, or booster pump stations.
- Replace roof for reservoir and other structures.
- Other distribution improvements.

An application can receive points in only one Risk Category. After we score applications, we rank them from highest to lowest score. If projects receive identical scores, we will use the respective population of the water system(s) being consolidated as a tiebreaker.

Bonus Points

These points are provided to prioritize projects that are more likely to result in future consolidation, affect more than one system, and benefit disadvantaged systems. Documentation must be submitted to support the bonus points.

To receive points for the customer meeting, submit a copy of the notification sent to the customers of the community to be consolidated inviting them to the meeting and the approved minutes from the meeting. Include an attendance list.

We will use the disadvantaged community definition in [WAC 246-296-020](#) or through an [emergency rule](#) during application review to determine these points.

	Bonus Points
The consolidation is already included in the water system plan (provide the page of the approved plan that describes the project).	2
Customers' meeting has occurred, customers support the consolidation (provide approved meeting minutes from the public meeting or community meeting that discussed the consolidation project along with an attendance list and copy of notification sent to notify customers to be consolidated).	2
Additional systems included in the consolidation (beyond the initial consolidation).	1 point for each additional system beyond 2 systems, no limit
Have a signed, binding transfer agreement (provide documentation).	5
System to be consolidated identified as a disadvantaged community.	5
Mobile Home Parks that request funding for engineering design (not a feasibility study or connection fees only).	5

Contract Information

Work performed prior to contract execution will not be eligible for reimbursement.

We withhold 10 percent of the total funding amount until you complete the project and we receive and approve all deliverables. You must complete your projects within two years of contract execution. We will not reimburse work completed after that date.

We are now required to perform a risk assessment for all grant recipients. Depending on the outcome of the risk assessment, additional fiscal monitoring may be required.

You must complete the following steps prior to receiving a DWSRF contract.

Step 1: Unique Entity ID.

On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (UEI), generated by [SAM.gov](https://sam.gov).

- ◆ The UEI is a 12-character alphanumeric ID assigned to an entity by [SAM.gov](https://sam.gov).
- ◆ As part of this transition, the DUNS Number has been removed from [SAM.gov](https://sam.gov).
- ◆ Entity registration, searching, and data entry in [SAM.gov](https://sam.gov) now require use of the new UEI.
- ◆ Existing registered entities can find their UEI by [following these steps](#).
- ◆ New entities can get their UEI at [SAM.gov](https://sam.gov) and, if required, complete an entity registration.

Step 2: Valid Registration with System for Awards Management (SAM).

Borrowers must have a valid entity registration with SAM, which is a federally owned and operated free website that consolidates the federal procurement systems and the Catalog of Federal Domestic Assistance (CFDA) into one system. SAM now includes the functionality of the Central Contractor Registry (CCR).

Entity registration must be updated or renewed at least once a year, or it will expire. Visit [SAM.gov](https://sam.gov) to see if you are already registered. You do not need a user account to search, just type your entity name or UEI number into the search box.

If you are not registered, you must first create a user account and register at [SAM.gov](https://sam.gov). You will need your UEI number to complete your registration. If you need help, the Federal Service Desk at fsd.gov can help you navigate the system and support your SAM registration.

Step 3: Statewide Vendor Number.

Borrowers must establish a Statewide Vendor (SWV) Number through the Department of Enterprise Services (DES) and submit it to us. The Statewide Payee Desk maintains a central file that all Washington State agencies use to process payments to individuals and businesses. Contact DES at 360-407-8180 or payeehelpdesk@des.wa.gov.

Step 4: Check for Federal Exclusion.

Before we award a contract to borrowers, we verify that borrowers are not in the Federal Excluded Parties List System (EPLS) for ineligible professionals and debarred contractors at [SAM.gov](https://sam.gov). We document that the borrower does not appear in the EPLS by keeping a printout in the borrower's loan file. Borrowers **must** verify contractor or subcontractor eligibility through SAM and document it in the file.

Appendix A—Application Worksheet



DWSRF Consolidation Feasibility Study Grant Application Worksheet

It is important that you read and understand the DWSRF Consolidation Feasibility Study Grant Guidelines before you complete this application worksheet and enter information into the DWSRF online application, WALT. Fields marked with an asterisk (*) are required fields. We hold program webinars every six months. Please refer to the DWSRF webpage for announced webinar sessions. You can join the meeting from your computer, tablet, or smartphone by going to [our DWSRF webpage](#), click on the **Consolidation Feasibility/Regionalization** accordion drop-down link and click the webinar link to join.

Submit questions in writing prior to the webinar to dwsrf@doh.wa.gov.

*Applicant Organization		
*Address 1		
Address 2		
*City	State	*Zip Code +4 (Link to USPS Zip Code Lookup)
*County		*Phone Number
*Email	*Federal Tax ID #	Organization Website Address

*First Name		*Last Name	
*Phone Number		*Email	
Address 1		Address 2	
*City	State	*Zip Code +4 (Link to USPS Zip Code Lookup)	
Applicant Organization Information			
*Water System Name:		*Water System ID #:	
Unique Entity Identifier (UEI) #:		Statewide Vendor #:	
Central Contractor Registration (CCR) Expiration Date: Click here to enter a date.		*UBI#:	

Initial Eligibility

ATTENTION: Answering NO to any of the following questions or not providing documents requested will make you ineligible. *Please contact your regional planner or engineer if you have questions.*

***Is the applicant a Group A not-for-profit community water system, county, city, public utility district, or water district?**

☐ YES ☐ NO

***Is the community being studied a Group A water system serving fewer than 10,000 people, a Group B water system, OR several properties served by private wells?**

☐ YES ☐ NO

***Is there a letter(s) of support and commitment, interlocal agreement, or equivalent documentation to demonstrate commitment to participate in the project,** describe roles and responsibilities of each party, and participate in a community public meeting. **Commitments or agreements are required for all project participants.**

☐ YES ☐ NO

*Upload/attach documentation letter of commitment.

Project Information

***Project Name:**

***Brief Project Description (Scope of Work or Deliverables) (Max 500 Words):**

***Legislative District (1-49):**

***Congressional District (1-10):**

***Project County**

Description of the level of interest and expected level of participation of each public water system participating in the proposed consolidation activity.

Upload a map for all water systems and properties participating in the project.

Description of the final outcome of consolidation activities if the proposed activities and objectives were actually implemented and achieved.

***Does this project address a compliance issue in a department issued correspondence?**

☐ YES ☐ NO

***If YES, what issue(s)?**

☐ Compliance Order

☐ Boil Water Advisory

☐ Sanitary Survey Finding

☐ Other

***If Other, please describe:**

****Upload Department Issued Compliance Document(s)***

***Exceeding a maximum contaminant level (MCL), secondary MCL, state action level (SAL) or action level or within 80% of nitrate or arsenic MCL?**

☐ YES ☐ NO

***If YES, what type of contaminant(s)?**

- ☐ Arsenic (As)
- ☐ Copper (Cu)
- ☐ Iron (Fe)
- ☐ Manganese (Mn)
- ☐ Lead (Pb)
- ☐ Nitrate (as N)
- ☐ Disinfection by-products
- ☐ Radionuclides
- ☐ Organic Chemicals
- ☐ *E. coli*
- ☐ PFAS Compounds (PFOA, PFOS, PFHxS, PFNA, PFBS)
- ☐ Other

***If Other, please describe:**

***Treatment technique issue?**

☐ YES ☐ NO

***If YES, select rule(s):**

- ☐ Ground Water Rule
- ☐ Revised Total Coliform Rule
- ☐ Surface Water Treatment Rule
- ☐ Other

***If other treatment technique issues, please describe:**

***Water system planning status?**

***Select one:**

- ☐ WSP is approved by ODW and has not expired.
- ☐ WSP was approved by ODW but is expired.
- ☐ SWSMP approved by ODW.
- ☐ No current planning document.
- ☐ Other

***If other, please describe:**

***Type of consolidation activity?**

***Select all that apply:**

- ☐ Feasibility Study
- ☐ Connection Fee
- ☐ Rate Study
- ☐ Income Survey
- ☐ Planning Document
- ☐ Engineering Report
- ☐ Bid Documents
- ☐ Other (legal, hydrogeologist, water right review, etc.)

***If other, please describe:**

List the system(s) participating in this project.		
If uncertain, check Sentry Internet .		
Name:	PWSID #:	
Name:	PWSID #:	
Name:	PWSID #:	
Name:	PWSID #:	
Name:	PWSID #:	
Name:	PWSID #:	
Name:	PWSID #:	
Name:	PWSID #:	

List the properties served by private wells participating in this project (attach additional form if needed).		
Name:	Physical Address:	
Name:	Physical Address:	
Name:	Physical Address:	
Name:	Physical Address:	
Name:	Physical Address:	
Name:	Physical Address:	
Name:	Physical Address:	
Name:	Physical Address:	

Financial Information

***Project Budget (Enter date and amount for each activity included in your budget. If not listed, add below.)**

Activity	Date (Estimated)	Loan Request (Costs) Amount
Engineering Report (preliminary engineering or project report)	Click here to enter a date.	
Environmental Review	Click here to enter a date.	
Cultural Review	Click here to enter a date.	
Land/Right-of-Way Acquisition	Click here to enter a date.	
Permits	Click here to enter a date.	
Public Involvement/Information	Click here to enter a date.	
Construction Documents (drawings and details)	Click here to enter a date.	
Bid Documents (drawings and specifications)	Click here to enter a date.	
DOH Review/Approval Fees	Click here to enter a date.	
WSP/SWSMP/Amendment	Click here to enter a date.	
Feasibility Study	Click here to enter a date.	
Connection Fees	Click here to enter a date.	
Income Survey	Click here to enter a date.	
		Subtotal
Other (describe):	Click here to enter a date.	
Other (describe):	Click here to enter a date.	
Other (describe):	Click here to enter a date.	
		Subtotal
		Funding Request Total

*Attachment Checklist: ☐ Other	Other Documentation Comments:
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Appendix B—Example Scope of Work (SOW)

SOW Example 1—Perform Feasibility Study

Project Tasks	The water system to remain takes the lead to conduct administrative, legal, and engineering preconstruction work to facilitate the consolidation of the above noted water system customers into the remaining water system. Such work may include: ◆ Determining water demands and assessing existing infrastructure for each consolidation candidate. ◆ Developing conceptual design and cost estimates for infrastructure improvements. ◆ Propose a funding plan or cost sharing approach, may include forming a Utility Local Improvement District and a DWSRF loan application. ◆ Prepare a financial evaluation of future replacement cost and operations if the system were to remain independent. ◆ Prepare draft feasibility study for us to review. ◆ Present information to the water systems at a public meeting for public comment. ◆ Produce final feasibility study incorporating our staff's comments and public comments.
Deliverables	1. Draft feasibility study. Due December 31, 2025. 2. Meeting minutes from public meeting. Due March 1, 2026. 3. Final feasibility study approved. Due June 1, 2026.
Payment	1. We will reimburse the water system based on invoices (monthly or bimonthly) for costs described above. The water system and its contractor must track and maintain records of expenditures. 2. Total reimbursement for allowable costs may not exceed \$50,000.

SOW Example 2—Payment of Connection Fees

Project Tasks	The district will connect XYZ mobile home park (PWS ID 00000Z) and the ABC industrial park (PWS ID 00000A) to its distribution system.
Deliverables	1. Documentation that the two service connections were completed, and the wells supplying the mobile home park and industrial park have been physically disconnected from the potable water system. Due March 30, 2025. 2. Invoices for material (pipe and meter) and connection fee charges. Due May 30, 2025.
Payment	1. Health will reimburse the district for its water facilities development charges and material costs for the connection (meter and pipe). 2. Health will not reimburse the district for any actual construction-related costs, such as trenching, pavement cutting, pavement restoration, traffic control, and taxes associated with construction. 3. Total reimbursement for allowable costs may not exceed \$50,000.

SOW Example 3—Feasibility Study/Water System Plan Amendment Completed in Phases

Phase 1 Scope of Work: At a minimum, the scope of work for the feasibility study shall include the following elements.

1. Summarize the approved number of connections, the limiting factor(s) in determining the approved number of connections, and current water facilities inventory information for each of the seven water systems named above.
2. Identify the combined estimated cost to continue to operate and maintain the seven water systems named above, including regulatory costs. Such costs shall include source and distribution system monitoring requirements; operator certification and cross connection control personnel; treatment costs necessary to achieve and maintain compliance (e.g., nitrate); electrical power; existing total debt and annual debt repayment costs; and an allowance for repair and replacement.
3. Identify the future service area of the integrated single system.
4. Identify water rights held by each of the seven named water systems.
5. Identify which systems are capable of delivering the minimum needed fire flow and duration, as established by the local fire authority.
6. Identify major new infrastructure components, such as source(s), storage reservoir(s), booster pump station(s), and/or transmission lines necessary to provide safe and reliable water service throughout the consolidated service area in conformance with local ordinances and with chapter [WAC 246-290](#), including the facilities' approximate location and size/capacity.
7. Prepare a map suitably sized for public display of the proposed consolidated service area and the approximate location and size/capacity of the consolidated system's major infrastructure components.
8. Identify financing options to construct the needed infrastructure identified above, including funding sources, funders' criteria for loan/grant, projected interest rate, application requirements, and loan/grant approval timeframe.
9. Identify the total estimated cost (annualized, per connection) to operate and maintain the proposed consolidated water system and compare with the combined estimated costs to continue to operate these seven systems separately.
10. Describe the legal processes and requirements that must be followed to permit consolidation of the seven public water systems, including (as applicable) water right transfer, obtaining property easements, amending the Coordination Act service area boundaries, and service meters.
11. Lead public a meeting with the affected service population, present the findings and recommendations of the feasibility study, and provide a copy of the minutes of the community meeting.

Deliverable: Compile the above information into a feasibility study acceptable to us.

Approval Due date: July 1, 2025.

Payment: For completion of Phase 1, total reimbursement for allowable costs not to exceed \$39,500.

Phase 2 Scope of Work: Water System Plan Amendment.

If the feasibility study concludes that consolidation of two or more systems is feasible, and if we and the administrative leaders of each of the same two or more water systems concur, then this contract provides for the preparation of a water system plan amendment for the proposed consolidated water system. Prior to proceeding with preparation of a water system plan amendment, the district must receive written authorization from us. It is expected that the district will include in the amendment much of the information generated in the feasibility study (Task 1).

Scope of Work: Prepare a water system plan amendment, meeting the minimum requirements of WAC 246-290-100. The district and the district's engineering consultant shall participate in a pre-planning conference with us prior to developing a water system plan amendment.

1. Prepare and submit to us an electronic copy of the draft water system plan amendment within 60 days of receiving written authorization to proceed from us. If there are any comments on the draft water system plan amendment, submit to us an electronic copy of the revised document addressing each of the comments within 60 days of the date of the comment letter.

Deliverable: A water system plan amendment meeting all approval requirements.

Approval Due date: June 1, 2026 (approval of second submittal, if necessary).

Payment: For completion of Phase 2, total reimbursement for allowable costs not to exceed \$10,500.

May 16, 2024

Michael Rizzitiello, City Manager
City of College Place
625 South College Ave.
College Place, WA 99324

Re: The Villages of Garrison Creek Water System – Request for DOH Assistance

Dear Mr. Rizzitiello:

As President of The Villages of Garrison Creek (“VGC”) Master Property Management Association (MPMA) I am writing to request Washington State Department of Health assistance from its Drinking Water Project Emergency Funds.

As you know, VGC MPMA recently received a letter from the City of College Place Cross Connection Control/Water Quality Specialist, Kevin Wolpert informing us of a requirement that we bring the private water system serving 151 homes from a single meter in our HOA up to current Washington State requirements, including the installation of a supply vault for the six-inch main line, a large backflow prevention valve and a pressure booster for homes furthest from the backflow preventer. The conservative estimate for this expense to the association is \$100,000 or more. The system was designed so that potable water and irrigation water lines run in close proximity to each other and our common areas include two duck ponds fed by underground springs and water from Garrison Creek that runs through the PUD. We will be shutting down the usage of both well and creek water. We have let the city know, in writing, of our intention to move forward with all haste to meet these requirements. We intend to cooperate with the city and work closely with its key leaders on this project; we are supportive of the state and local municipality’s measures to ensure clean and safe drinking water for all who are served by the city’s system and have reserve funds to address these realities.

The initial phases of our privately-owned water system were put into place in the late 1990s. Some of the pipes installed then and in subsequent buildouts are now failing and we have extensive work to do and expenses that we will incur, in addition to the recently required clean water assurance measures required by the State of Washington.

We are requesting assistance from the Washington State Department of Health, including grants from its Drinking Water Project Emergency Funds to fully address these needs. It seems in the best interest of both the MPMA and the City of College Place for us to develop a plan and implement one that would bring our system up to code in such a way to facilitate the city’s assumption for our water distribution system and transition from one meter to individual meters

on the 151 homes served through the antiquated and intermittently-failing system installed by the developer in the first place.

It is not hard to imagine a scenario in which the failure rate could outstrip the HOA's ability to keep up with repairs and that a transition to city management and repair of the system might become a problem for the city to address in an emergency situation. We would much prefer to work together on a planned transition and utilize HOA reserve funding, City of College Place expertise and funds, and State of Washington funding earmarked for these kinds of realities and needs to put this community on a sounder footing for the delivery of clean water for the future. Such a plan would ensure that our system would be set to state standards with a view to city takeover of the system.

To that end, we need help in the present, and request grant and any other available funding from Washington State and the City of College Place. We are working diligently with local licensed professionals to obtain engineering specifications and will be working with other local licensed contractors specializing in this type of work. We will continue to maintain contact with and work with City of College Place throughout this selection process.

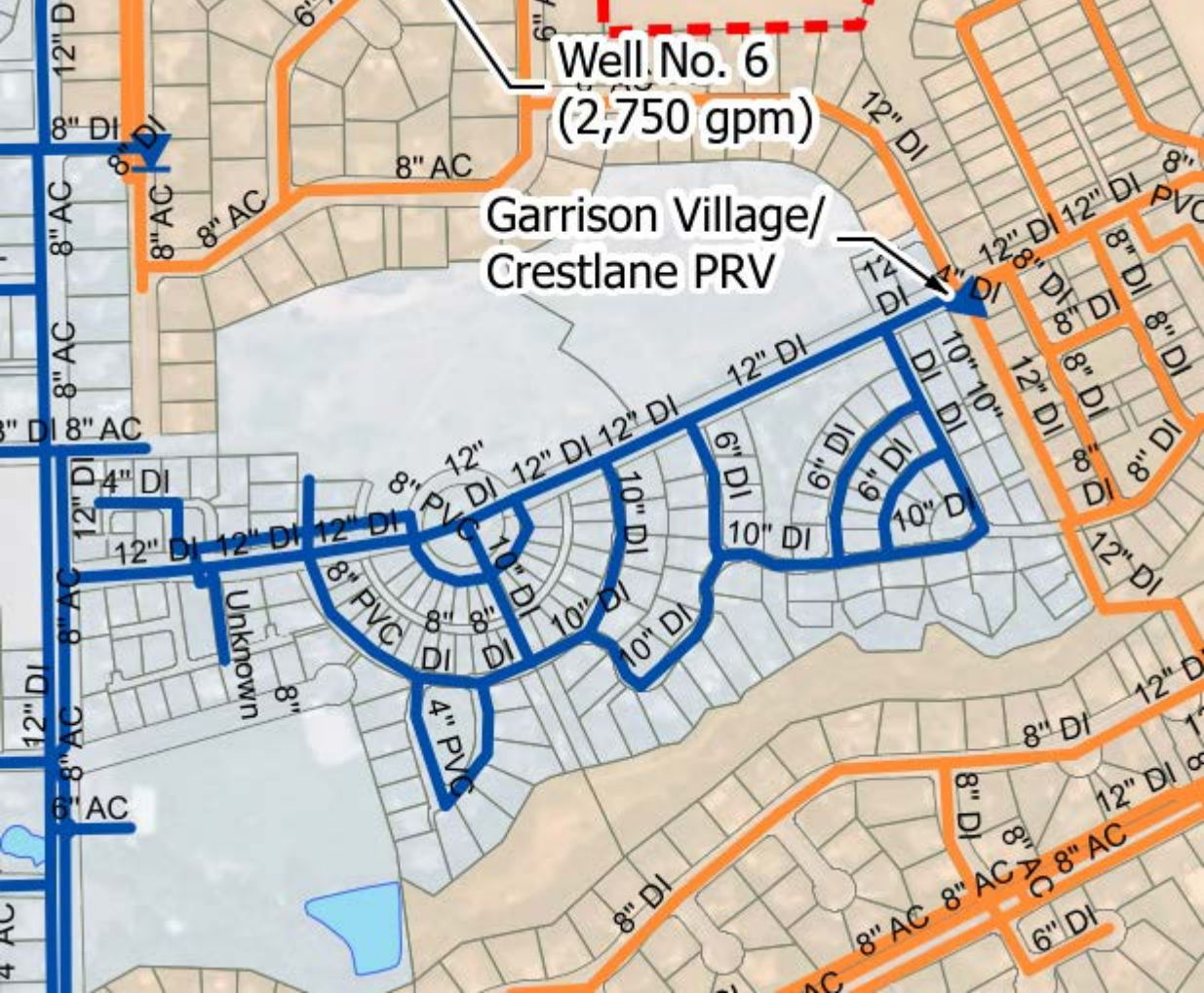
Thank you for discussing this request with your city team members, inviting us to those conversations as appropriate, and forwarding this request to the proper authorities at the Washington State Department of Health.

Respectfully,

Linda Olson, President
The Villages of Garrison Creek
Master Property Management Association

Well No. 6
(2,750 gpm)

Garrison Village/
Crestlane PRV

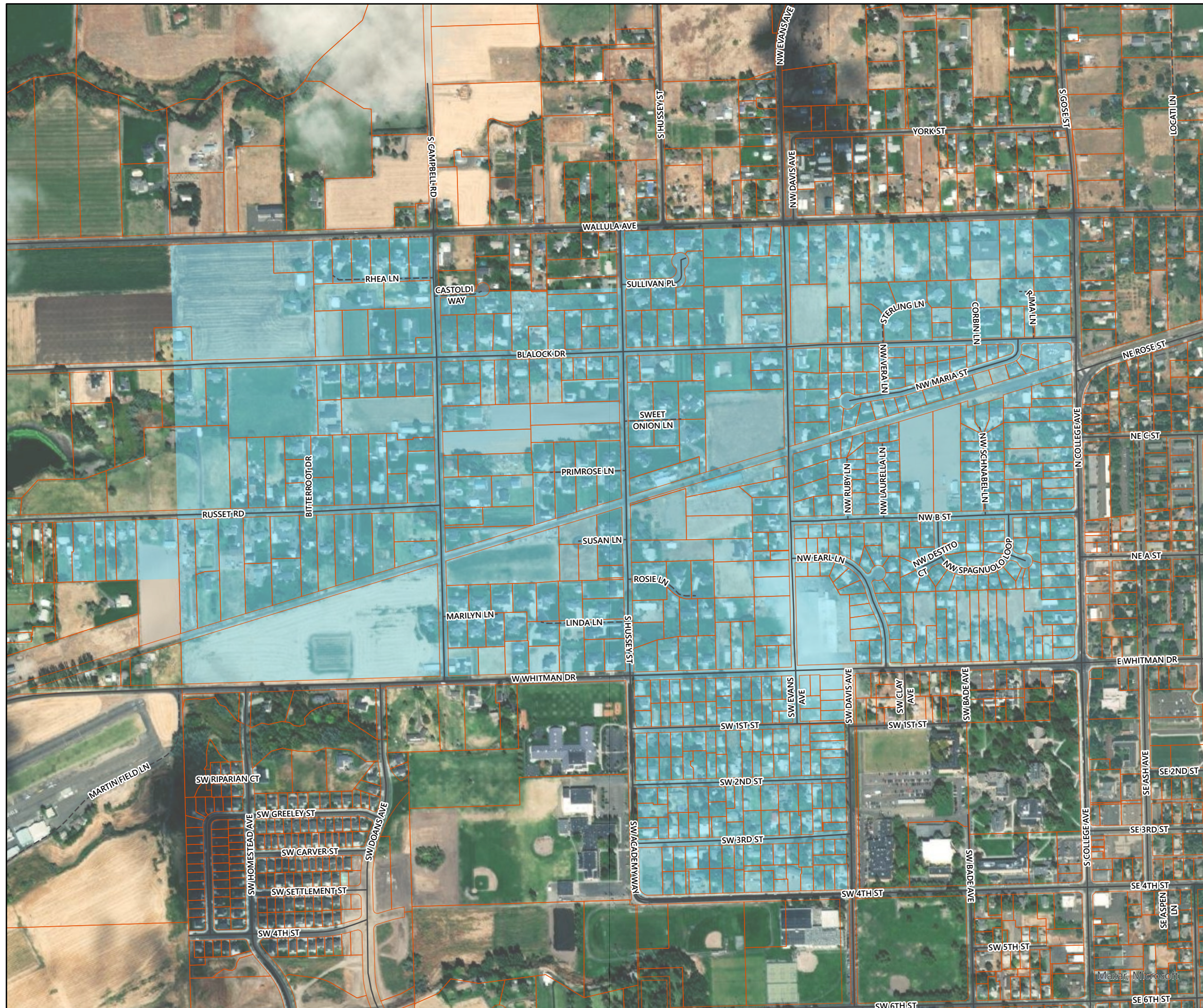
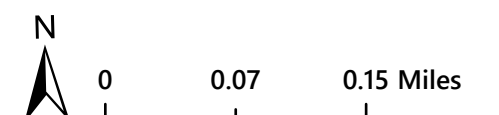


Consolidated Irrigation District #14

Disclaimer: Please be advised that the data contained in Walla Walla County's Geographic Information System (GIS) is subject to constant change and that Walla Walla County, its agents, consultants, contractors, or employees collectively referred to as "the County" do not guarantee that the information presented is accurate or complete. All data contained in the County's GIS is provided by the County AS IS without warranty of any kind, implied or express, as to the information being accurate or complete. With knowledge of the foregoing, by proceeding to use the County's GIS, each user agrees to waive, release and indemnify Walla Walla County, its agents, consultants, contractors or employees from any and all claims, actions, or causes of action for damages or injury to persons or property arising from the use or inability to use Walla Walla County's GIS data. Walla Walla County will not be responsible for any data distributed by others. The release of data to the requestor does not authorize the party to redistribute or resell or act as an agent for any data received from the County



- Tax Parcels
- Irrigation Districts



City of College Place, Washington
RESOLUTION NO. 25-0001

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
REGARDING ACCEPTANCE OF STATE DEPARTMENT OF HEALTH CONSOLIDATION FEASIBILITY
GRANT & PERMIT CITY ADMINISTRATOR TO SIGN CONTRACT #GVL30999-0**

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 Administrator in Spring 2024 received communications from the Villages of Garrison Creek Homeowners Association as well as Irrigation #14 Operator requesting city assistance with exploring consolidation of drinking water systems; and

Whereas, the intricacies of the issue were presented at length to City Council during the June 25th, 2024 meeting and Council directed staff to pursue grant funding; and

Whereas, the City received a contract from the State Department of Health Drinking Water Program to conduct a consolidation feasibility study for the Villages of Garrison Creek Homeowners Association, Irrigation District #14, and City Drinking Water Systems; and

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

1. Accept the State Department of Health Drinking Water Consolidation Feasibility Study Contract #GVL30999-0 for \$70,000 and to permit the City Administrator to sign the agreement.

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 14th day of January, 2025.

Attest:

Norma L. Hernández, Mayor

Maryelizabeth Garcia, City Clerk

AGREEMENT TO PERFORM ARCHITECT and ENGINEERING SERVICES FOR THE LION'S PARK COMMUNITY CENTER RENOVATION

This Agreement is entered into on the date of last execution, between the City of College Place (CITY), a non-charter code Washington municipal corporation, and Design West Architects (CONTRACTOR), collectively (PARTIES). The PARTIES in consideration of the terms and conditions herein agree as follows:

1. Work

CONTRACTOR shall provide Architect Services in conformance with the CONTRACTOR's CITY accepted bid submission which is attached hereto as Exhibit B and fully incorporated in this Agreement to design a multistory structure that will replace the existing community center (801 SE Larch Avenue, College Place, WA), (PROJECT) The replacement Community Center needs to fit within a 9,000 square foot footprint. The replacement structure must aesthetically blend in with the surrounding park. Lions Park is undergoing a \$7 million dollar transformation and is slated to reopen in May 2025. This project is Phase II and will occur after the park reopens. The replacement structure must be designed to include the following:

- 1ST floor:
 - Preschool Classrooms (ECAPP)
 - Community Room
 - Commercial Kitchen (designed so Farmers Market Vendors can rent out and prepare perishable food)
 - Outdoor Patio
 - Elevator
- 2nd floor:
 - Rural Library District Branch (approximately 6,000 square feet)

CONTRACTOR shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all plans, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or review any errors, omissions, or other deficiencies in its plans, designs, drawings, specifications, and reports. The CONTRACTOR shall perform the Work according to generally accepted architect and civil engineering standards of care and consistent with achieving the Work within budget, on time, and in compliance with applicable laws, regulations, and permits.

CITY's review or approval of, or payment for, any plans, drawings, designs, specifications, reports, incidental Work or services furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical adequacy, completeness, or accuracy of its Work. CITY's review, approval, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or at law or any cause of action arising out of the performance of this Agreement.

2. City's responsibilities

CITY will provide CONTRACTOR necessary technical data in CITY's possession relating to the Work and the Project. CITY will make its facilities reasonably accessible to CONTRACTOR as required for CONTRACTOR'S performance of its services. CITY will examine CONTRACTOR's submittals and render in writing decisions required of the CITY in a timely manner. Any such examinations and any consultations needed by the CITY shall not relieve the CONTRACTOR of any obligations under this Agreement, or of its duty to render professional services meeting the standards of care applicable to CONTRACTOR's profession(s).

3. Authorization, progress, and completion

In signing this Agreement, CITY grants CONTRACTOR specific authorization to proceed with Work.

4. Compensation

The CITY agrees to pay the CONTRACTOR for the Work performed pursuant to this Agreement pursuant to the Fee Schedule dated November 12, 2024, attached hereto as Exhibit "A" and incorporated herein.

The CONTRACTOR shall invoice the CITY for services performed pursuant to this Agreement by submitting said invoice to:

AP@cpwa.us

The CITY shall pay said invoice on or before 30 days after receipt. Invoices are subject to review and approval by CITY staff. If, during the course of the Agreement, the Work rendered does not meet the requirements set forth in the Agreement, the CONTRACTOR shall correct or modify the required Work to comply with the requirements of the Agreement. The CITY shall have the right to withhold payment for such Work until it meets the requirement of the Agreement. No payment shall be made for any Work performed by the CONTRACTOR except for the Work identified and set forth in this Agreement.

5. Term

This Agreement shall commence on the date of last execution by signature and shall expire upon the Project completion acceptance by the CITY unless terminated earlier pursuant to this Agreement. If Project is placed on hold, this Agreement shall expire 18 months from the date of last execution by signature.

6. Termination.

The CITY reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon 14-days written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by

the CONTRACTOR pursuant to this Agreement shall promptly be submitted to the CITY. If the CITY terminates the Agreement prior to completion and acceptance of the Work, CONTRACTOR shall be subject to section 7 of this Agreement to the extent of the Work actually performed and delivered to the CITY. CONTRACTOR shall not be required to indemnify and/or hold the CITY harmless pursuant to paragraph 7 for any injury, death or property damages arising out of the CITY's use of CONTRACTOR provided instruments of service (design, specifications, plans etc) and or third-parties which arises due to the CITY and/or third-parties acts or inactions in using the delivered instruments of services.

Upon termination, the CITY is only obligated to pay CONTRACTOR for services actually performed.

This Agreement may be terminated immediately if the CONTRACTOR's insurance coverage required pursuant to this Agreement is canceled for any reason, or if the CONTRACTOR is unable to perform the services called for by this Agreement.

These provisions shall not prevent the CITY from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

7. Indemnification / Hold Harmless

CONTRACTOR shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONTRACTOR in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the Public Entity, its officers, officials, employees, and volunteers, the CONTRACTOR's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

B. No Limitation

The CONTRACTOR's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The CONTRACTOR shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the CONTRACTOR's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the CONTRACTOR's profession.

D. Minimum Amounts of Insurance

The CONTRACTOR shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

The CONTRACTOR's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect

the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The CONTRACTOR shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

The CONTRACTOR shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the CONTRACTOR to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the CONTRACTOR to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the CONTRACTOR from the Public Entity.

J. Public Entity Full Availability of CONTRACTOR Limits

If the CONTRACTOR maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONTRACTOR, irrespective of whether such limits maintained by the CONTRACTOR are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the CONTRACTOR.

6. Other terms and conditions.

- A. Time is of the essence. PARTIES hereby agree that time is of the essence with respect to performance of each of the PARTIES' obligations under this Agreement.
- B. Suspension of work. CITY may suspend, in writing, all or a portion of the Work under this Agreement if unforeseen circumstances beyond CITY's control are interfering with normal progress of the Work. CONTRACTOR may suspend, in writing, all or a portion of the Work under this Agreement if unforeseen circumstances beyond

CONTRACTOR's control are interfering with normal progress. If the period of suspension exceeds 60 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate this Agreement. Parties shall reasonably negotiate.

- C. Compliance with the laws. PARTIES shall comply with all applicable local, state, and federal laws, rules, and regulations in performance of this Agreement. CONTRACTOR shall be solely responsible to ensure all employees, volunteers, interns, apprentices, subcontractors and all other individuals and entities performing any and all Work comply with all laws, rules, and regulations.
- D. Governing laws and venue. This Agreement shall, in all respects, be governed by the laws of Washington state and any action brought to enforce the terms and conditions of this Agreement shall be filed in Walla Walla County Superior Court.
- E. Debarment, Suspension, and Ineligibility. By executing this Agreement, CONTRACTOR certifies that, at the time of Proposal submission and execution of this Agreement, it has not been debarred by the federal, state, Walla Walla county or CITY government and it has not been suspended or declared/become ineligible to perform work to be compensated using federal, state, or other governmental agency's funds granted, appropriated, and/or otherwise dispersed to the CITY conditioned on not utilizing debarred, suspended, and/or declared ineligible contractors. This provision shall apply to any and all subcontractors CONTRACTOR utilizes.
- F. Independent contractor. CONTRACTOR's relationship with the CITY is that of an independent contractor, and nothing in this Agreement is intended to or should be construed to create a partnership, agency, joint venture or employment relationship between the PARTIES. CONTRACTOR is not entitled to any benefits the CITY makes available to employees. CONTRACTOR is not authorized to make any representation, agreement, offer, acceptance, or commitment on behalf of the CITY unless specifically requested or authorized in writing to do so by the CITY.
- G. Taxes. CONTRACTOR is responsible for paying all taxes and assessments associated with the work.
- H. No personal gain. The CITY and its elected and appointed officers are prohibited from considering and acting on this Agreement and the Work if there is an actual conflict of interest and no action shall be taken to the personal benefit of CITY appointed elected and appointed officers to the detriment of the public. Personal benefit does not have to be a direct benefit to the elected and/or appointed official and includes benefits to third-parties and/or in-direct benefits.
- I. Assignment. This Agreement shall be binding and inure to the benefit of the PARTIES. No PARTY may assign its rights under this Agreement without the prior written consent

of the other PARTY, which shall not be unreasonable withheld. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the CONTRACTOR and the CITY. Any such assignee or transferee shall observe and fully perform all of the duties and obligations of CONTRACTOR contained in this CONTRACT.

- J. Other documents and assurances. Each Party shall execute and deliver all additional papers, documents and assurances, and shall do all acts and things reasonably necessary in connection with the performance of its obligations under this Agreement, to carry out the intent of the PARTIES.
- K. Non-Discrimination. The CONTRACTOR shall not discriminate against any employee, applicant for employment, or any person seeking the services of the CONTRACTOR under this Agreement, on the basis of race, color, religion, creed, gender, ancestry, genetic information, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical handicap, medical condition, marital status, parental/pregnancy status, veteran or military status.
- L. Funding. The CITY is not required to appropriate funds of any kind whatsoever to fulfill this Agreement except that the CITY is obligated to compensate for satisfactory Work completed.
- M. Records. CONTRACTOR, including its subconstitutions, shall maintain books, records, documents and other evidence directly pertinent to performance of the Work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The CITY shall have access to such records and other evidence for inspection, audit, and copying for a period of three years after completion of the Work. City shall have access to such records and other evidence during the performance of the Work if deemed necessary by the CITY to verify the CONTRACTOR's work and invoices. All records are subject to the Washington state Public Records Act.
- N. Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both PARTIES.
- O. Entire Agreement. This Agreement constitutes the entire understanding of the PARTIES with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby cancelled in their entirety and are of no further force and effect.
- P. Attorneys' fees and costs. Should the City substantially prevail in any arbitration, mediation, lawsuit, or by agreement of the PARTIES, CONTRACTOR will pay the CITY's reasonable attorneys' fees and costs incurred in connection with such lawsuit.

- Q. Severability. Should any portion of this Agreement be declared void, voidable or invalid, all other portions of the Agreement shall remain in full force and effect.
- R. Waiver. Should any PARTY elect not to enforce compliance with any term or condition of this Agreement, said PARTY does not waive its right to enforce compliance.
- S. Notices. Notices shall be made by USPS, via email with return receipt requested, or by hand delivery to the following name and address:

City of College Place
Public Works Department
625 S College Ave
College Place, WA 99324
Rmcandrews@cpwa.us

Design West Architects
Brandon Wilm

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed

CITY OF COLLEGE PLACE

CONTRACTOR

Mayor/City Administrator

Name/title

Date

Name/Title

Date

Approved as to form:

Rea Culwell, City Attorney

T. BY: ____

U. Signature

V. NAME: _____

TITLE:

AGREEMENT TO PERFORM ARCHITECT and ENGINEERING SERVICES FOR THE LION'S PARK COMMUNITY CENTER RENNOVATION

This Agreement is entered into on the date of last execution, between the City of College Place (CITY), a non-charter code Washington municipal corporation, and Design West Architects (CONTRACTOR), collectively (PARTIES). The PARTIES in consideration of the terms and conditions herein agree as follows:

1. Work

CONTRACTOR shall provide Architect Services in conformance with the CONTRACTOR's CITY accepted bid submission which is attached hereto as Exhibit B and fully incorporated in this Agreement to design a multistory structure that will replace the existing community center (801 SE Larch Avenue, College Place, WA), (PROJECT) The replacement Community Center needs to fit within a 9,000 square foot footprint. The replacement structure must aesthetically blend in with the surrounding park. Lions Park is undergoing a \$7 million dollar transformation and is slated to reopen in May 2025. This project is Phase II and will occur after the park reopens. The replacement structure must be designed to include the following:

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 - Community Room
 - Commercial Kitchen (designed so Farmers Market Vendors can rent out and prepare perishable food)
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 - Elevator
- 2nd floor:
 - Rural Library District Branch (approximately 6,000 square feet)

CONTRACTOR shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all plans, drawings, specifications, reports, and other services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or review any errors, omissions, or other deficiencies in its plans, designs, drawings, specifications, and reports. The CONTRACTOR shall perform the Work according to generally accepted architect and civil engineering standards of care and consistent with achieving the Work within budget, on time, and in compliance with applicable laws, regulations, and permits.

CITY's review or approval of, or payment for, any plans, drawings, designs, specifications, reports, incidental Work or services furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical adequacy, completeness, or accuracy of its Work. CITY's review, approval, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or at law or any cause of action arising out of the performance of this Agreement.

2. City's responsibilities

CITY will provide CONTRACTOR necessary technical data in CITY's possession relating to the Work and the Project. CITY will make its facilities reasonably accessible to CONTRACTOR as required for CONTRACTOR'S performance of its services. CITY will examine CONTRACTOR's submittals and render in writing decisions required of the CITY in a timely manner. Any such examinations and any consultations needed by the CITY shall not relieve the CONTRACTOR of any obligations under this Agreement, or of its duty to render professional services meeting the standards of care applicable to CONTRACTOR's profession(s).

3. Authorization, progress, and completion

In signing this Agreement, CITY grants CONTRACTOR specific authorization to proceed with Work.

4. Compensation

The CITY agrees to pay the CONTRACTOR for the Work performed pursuant to this Agreement pursuant to the Fee Schedule dated November 12, 2024, attached hereto as Exhibit "A" and incorporated herein.

The CONTRACTOR shall invoice the CITY for services performed pursuant to this Agreement by submitting said invoice to:

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The CITY shall pay said invoice on or before 30 days after receipt. Invoices are subject to review and approval by CITY staff. If, during the course of the Agreement, the Work rendered does not meet the requirements set forth in the Agreement, the CONTRACTOR shall correct or modify the required Work to comply with the requirements of the Agreement. The CITY shall have the right to withhold payment for such Work until it meets the requirement of the Agreement. No payment shall be made for any Work performed by the CONTRACTOR except for the Work identified and set forth in this Agreement.

5. Term

This Agreement shall commence on the date of last execution by signature and shall expire upon the Project completion acceptance by the CITY unless terminated earlier pursuant to this Agreement. If Project is placed on hold, this Agreement shall expire 18 months from the date of last execution by signature.

6. Termination.

The CITY reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon 14-days written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by

the CONTRACTOR pursuant to this Agreement shall promptly be submitted to the CITY. If the CITY terminates the Agreement prior to completion and acceptance of the Work, CONTRACTOR shall be subject to section 7 of this Agreement to the extent of the Work actually performed and delivered to the CITY. CONTRACTOR shall not be required to indemnify and/or hold the CITY harmless pursuant to paragraph 7 for any injury, death or property damages arising out of the CITY's use of CONTRACTOR provided instruments of service (design, specifications, plans etc) and or third-parties which arises due to the CITY and/or third-parties acts or inactions in using the delivered instruments of services.

Upon termination, the CITY is only obligated to pay CONTRACTOR for services actually performed.

This Agreement may be terminated immediately if the CONTRACTOR's insurance coverage required pursuant to this Agreement is canceled for any reason, or if the CONTRACTOR is unable to perform the services called for by this Agreement.

These provisions shall not prevent the CITY from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

7. Indemnification / Hold Harmless

CONTRACTOR shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONTRACTOR in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONTRACTOR and the Public Entity, its officers, officials, employees, and volunteers, the CONTRACTOR's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONTRACTOR's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

B. No Limitation

The CONTRACTOR's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The CONTRACTOR shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the CONTRACTOR's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the CONTRACTOR's profession.

D. Minimum Amounts of Insurance

The CONTRACTOR shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

The CONTRACTOR's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect

the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The CONTRACTOR shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

The CONTRACTOR shall provide the Public Entity with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the CONTRACTOR to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the CONTRACTOR to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the CONTRACTOR from the Public Entity.

J. Public Entity Full Availability of CONTRACTOR Limits

If the CONTRACTOR maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONTRACTOR, irrespective of whether such limits maintained by the CONTRACTOR are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the CONTRACTOR.

6. Other terms and conditions.

- A. Time is of the essence. PARTIES hereby agree that time is of the essence with respect to performance of each of the PARTIES' obligations under this Agreement.
- B. Suspension of work. CITY may suspend, in writing, all or a portion of the Work under this Agreement if unforeseen circumstances beyond CITY's control are interfering with normal progress of the Work. CONTRACTOR may suspend, in writing, all or a portion of the Work under this Agreement if unforeseen circumstances beyond

CONTRACTOR's control are interfering with normal progress. If the period of suspension exceeds 60 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate this Agreement. Parties shall reasonably negotiate.

- C. Compliance with the laws. PARTIES shall comply with all applicable local, state, and federal laws, rules, and regulations in performance of this Agreement. CONTRACTOR shall be solely responsible to ensure all employees, volunteers, interns, apprentices, subcontractors and all other individuals and entities performing any and all Work comply with all laws, rules, and regulations.
- D. Governing laws and venue. This Agreement shall, in all respects, be governed by the laws of Washington state and any action brought to enforce the terms and conditions of this Agreement shall be filed in Walla Walla County Superior Court.
- E. Debarment, Suspension, and Ineligibility. By executing this Agreement, CONTRACTOR certifies that, at the time of Proposal submission and execution of this Agreement, it has not been debarred by the federal, state, Walla Walla county or CITY government and it has not been suspended or declared/become ineligible to perform work to be compensated using federal, state, or other governmental agency's funds granted, appropriated, and/or otherwise dispersed to the CITY conditioned on not utilizing debarred, suspended, and/or declared ineligible contractors. This provision shall apply to any and all subcontractors CONTRACTOR utilizes.
- F. Independent contractor. CONTRACTOR's relationship with the CITY is that of an independent contractor, and nothing in this Agreement is intended to or should be construed to create a partnership, agency, joint venture or employment relationship between the PARTIES. CONTRACTOR is not entitled to any benefits the CITY makes available to employees. CONTRACTOR is not authorized to make any representation, agreement, offer, acceptance, or commitment on behalf of the CITY unless specifically requested or authorized in writing to do so by the CITY.
- G. Taxes. CONTRACTOR is responsible for paying all taxes and assessments associated with the work.
- H. No personal gain. The CITY and its elected and appointed officers are prohibited from considering and acting on this Agreement and the Work if there is an actual conflict of interest and no action shall be taken to the personal benefit of CITY appointed elected and appointed officers to the detriment of the public. Personal benefit does not have to be a direct benefit to the elected and/or appointed official and includes benefits to third-parties and/or in-direct benefits.
- I. Assignment. This Agreement shall be binding and inure to the benefit of the PARTIES. No PARTY may assign its rights under this Agreement without the prior written consent

of the other PARTY, which shall not be unreasonable withheld. This Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the CONTRACTOR and the CITY. Any such assignee or transferee shall observe and fully perform all of the duties and obligations of CONTRACTOR contained in this CONTRACT.

- J. Other documents and assurances. Each Party shall execute and deliver all additional papers, documents and assurances, and shall do all acts and things reasonably necessary in connection with the performance of its obligations under this Agreement, to carry out the intent of the PARTIES.
- K. Non-Discrimination. The CONTRACTOR shall not discriminate against any employee, applicant for employment, or any person seeking the services of the CONTRACTOR under this Agreement, on the basis of race, color, religion, creed, gender, ancestry, genetic information, sexual orientation, age, national origin, marital status, presence of any sensory, mental or physical handicap, medical condition, marital status, parental/pregnancy status, veteran or military status.
- L. Funding. The CITY is not required to appropriate funds of any kind whatsoever to fulfill this Agreement except that the CITY is obligated to compensate for satisfactory Work completed.
- M. Records. CONTRACTOR, including its subconstulants, shall maintain books, records, documents and other evidence directly pertinent to performance of the Work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The CITY shall have access to such records and other evidence for inspection, audit, and copying for a period of three years after completion of the Work. City shall have access to such records and other evidence during the performance of the Work if deemed necessary by the CITY to verify the CONTRACTOR's work and invoices. All records are subject to the Washington state Public Records Act.
- N. Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both PARTIES.
- O. Entire Agreement. This Agreement constitutes the entire understanding of the PARTIES with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby cancelled in their entirety and are of no further force and effect.
- P. Attorneys' fees and costs. Should the City substantially prevail in any arbitration, mediation, lawsuit, or by agreement of the PARTIES, CONTRACTOR will pay the CITY's reasonable attorneys' fees and costs incurred in connection with such lawsuit.

- Q. Severability. Should any portion of this Agreement be declared void, voidable or invalid, all other portions of the Agreement shall remain in full force and effect.
- R. Waiver. Should any PARTY elect not to enforce compliance with any term or condition of this Agreement, said PARTY does not waive its right to enforce compliance.
- S. Notices. Notices shall be made by USPS, via email with return receipt requested, or by hand delivery to the following name and address:

City of College Place
Public Works Department
625 S College Ave
College Place, WA 99324
Rmcandrews@cpwa.us

Design West Architects
Brandon Wilm

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed

CITY OF COLLEGE PLACE

CONTRACTOR

Mayor/City Administrator

Name/title

Date

Name/Title

Date

Approved as to form:

Rea Culwell, City Attorney

T. BY: ____

U. Signature

V. NAME: _____

TITLE:

DRAFT

City of College Place
Lions Park Community Center



November 12, 2024

EXHIBIT A

Basic A/E Services ¹	New Construction (13,000sf) (see notes 2 and 3 below)	
	Construction Type: Library/Pre-School/Kitchen A/E Fee Class: A Estimated Construction Value - \$5,200,000	
Basic A/E Services: Design, Document and Construction Phases		\$ 526,760
- Schematic Design (SD) Phase	18%	\$94,817
- Design Development (DD) Phase	20%	\$105,352
- Construction Documents (CD) Phase	32%	\$168,563
- Bidding (BID) Phase	3%	\$15,803
- Construction Administration (CA) Phase	27%	\$142,225
Specialty A/E Services		
Space Planning 3 Program Uses		\$ 6,000
Energy Conservation Report (ELCCA) WAC 392-343-070 - Mechanical		Not Applicable
Civil Engineering / Landscape Design: On-Site Improvements and Playground On-Site	2 Acres	\$ 34,600
Civil Engineering - Specialty AHJ Services City Site Review, NOI/SWPPP, SEPA		Not Applicable
LEED Management / Documentation All Disciplines		Not Applicable
A/E VE & CR Participation All Disciplines		Not Applicable
Commissioning Assistance Arch, Mech & Elec		\$ 4,000
A/E Selective Demolition Coordination All Disciplines		Not Applicable
Acoustical Engineering Specialty Consultant		Not Applicable
Food Service Consultant Specialty Consultant		\$ 9,700
Cost Estimating Specialty Consultant		\$ 12,600
Telecommunications / Low Voltage Engineering Design, Documents and Construction Administration		Included
Allowances / TBD Project Scope		
Civil Engineering - Off-site Improvements (TBD) Improvements Outside Property Lines		TBD
Record Drawings to CAD If requested		TBD
Multiple / Separate Bid Packages If requested		TBD
FF&E Procurement Services If requested		TBD
SUB-TOTAL - Specialty A/E + Allowances		\$ 66,900
Fee Summary		
TOTAL - Basic A/E + Specialty + Allowances		\$ 593,660

Standard Hourly Rates (if hourly services are requested):

Principal Architect	\$200
Project Architect	\$180
Project Manager	\$160
CADD Production	\$120
Clerical	\$90

Reimburseable Summary

Deliverables (reproduction, shipping and materials), travel, and meals per Washington State per diem rates with 15% mark-up NTE - \$30,000

1. Basic A/E Services include services as described in standard AIA Document B201. Services include architectural, structural engineering, plumbing engineering, HVAC engineering, electrical engineering and fire protection/fire alarm (delegated design). Fees for off-site work are not included.

2. Professional fees based on State of Washington fee classification and building type.

3. Total building area based upon directive from Owner.



Proposal

Date: 08/5/24

Proposal ID. 2024 08-12 COMM Econ Dev

To: BOCC

From: Diane Harris, Clerk of the Board

Intent – Approval of grant to City of College using Walla Walla County's portion of 9/10ths (Economic Development Sales Tax) funds

Topic – Approval of Walla Walla County providing grant funds to the City of College place for their Lions Park Community Center Replacement Project. These funds will come from the County's portion of the Economic Development Sales Tax Funds

Summary

The City of College presented their application for funding during the August 5, 2024 regularly scheduled Walla Walla County Board of Commissioners' meeting. During this meeting the Commissioners approved the grant to City of College Place and requested that a proposal be prepared for formal approval of grant funds from the Walla Walla County portion of the Economic Development Sales Tax Funds to the City of College Place in the amount of \$200,000 for their Lions Park Community Center Replacement Project.

Cost

\$200,000

Funding

9/10ths Funds – Walla Walla County

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

Risk

Benefits

Conclusion/Recommendation

Approval of Walla Walla County providing grant funds in the amount of \$200,000 to the City of College Place for funding their Lions Park Community Center Replacement Project.

Submitted By

Disposition

Diane Harris, Commissioners 8/8/24

☒ Approved

Name Department Date

☐ Approved with modifications

☐ Needs follow up information

Signature

☐ Denied

 8/12/24

BOCC Chairman

Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up

Walla Walla County

Economic Development Sales Tax Fund

SECTION I.

APPLICATION FOR FUNDING

Applicant:	City of College Place		
Project Title:	Lions Park Community Center Replacement Project		
Contact:	Michael Rizzitiello		
Title:	City Administrator		
Telephone:	509-394-8506		
Fax:			
E-Mail:	mrizzitiello@cpwa.us		
Mailing Address:	625 S. College Avenue		
City:	College Place	Zip Code:	99324
Total Project Financing			
Total Project Cost:	\$10,118,374		
Amount secured to date:	\$8,000,000		
The total amount requested from the Economic Development Sales Tax Fund: Loan & Grant combined	\$200,000		
Loan Information			
Amount of loan request:	\$0		
Loan term requested (Maximum term is 10 years):		YRS	Rate
<i>A loan is a general obligation or revenue obligation of the jurisdiction receiving the loan. With the acceptance of a loan, the jurisdiction agrees to obligate its full faith, credit, and revenue to repay the loan, regardless of the project which prompted the application for funding. The maximum loan amount is \$200,000. Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #4.</i>			
Grant Information			
Amount of Grant request: <i>(Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #4)</i>	\$200,000		
Amount of Local Public Match: <i>(Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund – Line item #5)</i>	\$263,390		

Declaration: I hereby certify that the information given in this application is true and correct to the best of my knowledge and belief and that I have reviewed Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund.

Signature of Responsible Official: _____

Date: 7-13-2024

Print or Type Name and Title: _____

Michael Rizzitiello – City Administrator

SECTION II. IDENTIFICATION OF PUBLIC FACILITY PROJECT AND COSTS

- 1. Describe the entire public facilities project, including the parts that you are not asking to fund.**
(The term "public facilities" means bridges, roads, domestic and industrial water facilities, sanitary sewer facilities, earth stabilization, storm sewer facilities, railroads, electrical facilities, natural gas facilities, research, testing, training, and incubation facilities in innovation partnership zones designated under RCW 43.330.270, buildings, structures, telecommunications infrastructure, transportation infrastructure, or commercial infrastructure, and port facilities in the state of Washington.

The general concept is with the City and partners putting over \$7 million dollars into renovating Lions Park, the adjoining community center should also be refreshed. We are proposing the swiss army knife of community centers. The existing center will be demolished as it is from the 1960's and has a litany of maintenance issues. It will be replaced by a 14,700 square foot (6,700 sq ft first floor, 6,000 sq ft second floor) community center building. It will have a community room, social service non-profit drop in office, commercial kitchen to support the adjoining farmers market, ECAPP, WCCA Childcare space ran by the YMCA on the first floor. The second floor will be the permanent 6,000 College Place branch of the Walla Walla County Rural Library District.

The City has completed conceptual plans. The general design concept is supported by the College Place City Council, Walla Walla County Rural Library District, and Community Minded Enterprises/YMCA with the Childcare.

The City has obtained over \$8 million in grants to date. The problem with the Federal grant dollars is it has a lot of strings attached that add to cost. This cannot be overcome for the construction phase of the project. However, the City would like to keep the architectural plan phase of the project as unencumbered by Federal regulation as much as possible. Thus, we want to go to the County to help fund the architectural design (100%) element of this project.

2. Summarize efforts taken to date regarding the project in terms of specific steps and studies and dates of action.

The City completed conceptual level design in October 2023. It received approval of the College Place Park, Arbor, and Recreation Board, College Place City Council, College Place Economic Development, Tourism, and Events Commission, Walla Walla County Rural Library District, and Community -Minded Enterprises/YMCA.

Since that time the City has landed a FY 2024 state legislative earmark through the Early Learning Grant program for \$2.5 million, Senator Cantwell FY 2024 Congressional Directed Spending for \$2.5 million grant, and is in FY 2025 Senator Cantwell Congressional Directed Spending for \$3 million.

To begin construction we need 100% architecture plans. That is where we hope County .09 can help.

3. Does this project qualify as economic development and does it create or retain family wage jobs? (Please review Attachment A - Principle Guidelines for the Economic Development Sales Tax Fund.”). Yes

4. List the number of projected jobs to be retained and/or created by the firm as a result of the public infrastructure project. Jobs must be expressed in Full-Time Equivalents (FTEs). Management positions should be indicated as an annual salary. * Retained jobs are defined as jobs that would otherwise be lost in Walla Walla County.

Job Description	Number of Jobs Created (in FTEs)	Number of Jobs Retained* (in FTEs)	Hourly Wage and/or Annual Wage
Childcare Workers YMCA	10	0	\$17.41
County Librarians	0	8	\$23.41
Farmers/Artisan Food Industry in Farmers Market	20	30	\$19.39
			\$
			\$
			\$

Projected annual gross payroll for all job classifications? \$1,810,713.60

How many of these positions are part-time or seasonal work? All are FTE's

5. Is this project listed in the Walla Walla County Comprehensive Plan (Chapter 11 Economic Development Element- Appendix G)? No ☐ Yes ☒

6. Does your organization have an active interest and involvement in economic development?

Please explain?

Yes, we can have an active interest. The community has a Economic Development, Tourism, and Events Commission that meets monthly that provides guidance on such efforts. The City also has a economic development plan located here:

[https://cms6.revize.com/revize/collegeplace/Appendix%20J Economic%20Development%20Plan %2005-18-18.pdf](https://cms6.revize.com/revize/collegeplace/Appendix%20J%20Economic%20Development%20Plan%2005-18-18.pdf)

**7. Will this project upgrade existing public infrastructure or build new public infrastructure?
Please explain?**

It is in an existing park being renovated. This project will replace a outdated community center from the 1960's with a multifaceted one.

8. List each funding source for the public project and amount. Identify whether the funding source has been secured or is being requested.

Funding Source	Status	Amount
State FY 2024 Earmark ELF	Secured	\$2,500,000
Federal Cantwell FY 2024 Earmark	Secured	\$2,500,000
Federal Cantwell FY 2025 Earmark	Requested-In Final List	\$3,000,000
State Community Facility Grant	Request	\$500,000
State Library Grant	Request	\$1,000,000
County/City Collaboration	Secured	\$418,374
County .09 Request	Request	\$200,000
Total Project Cost		\$10,118,374

9. Estimated schedule for public project completion. Indicate the month and year when the activities listed have been, or will be, completed.

Activities	Estimated Completion Date (Month/Year)
Preliminary Engineering Report	1/2025
All Required Permits Obtained	2/2025
Design Engineering	5/2025
Land/Right-of-Way Acquisition	Not Needed
Final Bid Documents	6/2025
Award Construction Contract	6/2025
Begin Construction	7/2025
Complete Construction	6/2026
Construction Project Operational	7/2026

10. What other quantifiable outcomes can this project measure in addition to the number of jobs created and retained?

Private sector capital investment \$1,500,000

Increase in local property tax revenue: \$200,000

Increase in local sales tax revenue: \$80,000

Other:

11. Will the public facility project be maintained by the applicant? Indicate the projected annual operating cost of the proposed public facility project and revenue source for maintenance? Please explain.

Return Completed Application To:
Port of Walla Walla
310 A. Street, Walla Walla, WA 99362
509-525-3100

ATTACHMENT A
Principle Guidelines
Economic Development Sales Tax Fund (EDSTF)

**Some provisions within these principle guidelines are requirements under RCW
82.14.370 - Sales and use tax for public facilities in rural counties.**

1. Public infrastructure projects must be listed in the Walla Walla County Comprehensive Plan (Chapter 11 Economic Development Element – Appendix G). Public infrastructure project listed in the approved County Comprehensive Plan does not guarantee the public infrastructure project will receive funding.
2. At the beginning of each fiscal year, the Port will notify the jurisdictions of the available funding in the EDSTF and will transmit the application form and these principle guidelines.
3. The Port Commission will maintain discipline in using the EDSTF for strategic economic development opportunities. Public infrastructure projects that create, retain and/or expand family wage jobs (defined as \$25,000 per year plus a benefits package), encourage private sector capital investment, and new taxes are the primary goal of the EDSTF.
4. Cap any one jurisdiction from receiving more than a \$200,000 grant and a \$200,000 loan in any one fiscal year. Exceptions will be made for extraordinary job creating opportunities, private sector capital investments, and new taxes. Exceptions will also be made if a jurisdiction has projects that would allow the funding to be distributed countywide. For example, a jurisdiction may have a qualifying project in Burbank and during that same fiscal year, they may have a qualifying project in Waitsburg. In order to help disburse the EDSTF countywide, both qualifying applications would be considered.
5. Applications require a 50% local public match to the amount of the EDSTF request. 10% local public match will be required for the City of Prescott and City of Waitsburg due to their size and access to local public matching dollars. Local public match is defined as publicly-appropriated local funds. Funds appropriated from the state, federal, other funding sources, and in-kind match do not qualify as a local public match. Private sector funds directly allocated to the public infrastructure project will be considered as a local public match.

Example: If the EDSTF request is \$200,000, the applicant is required to secure \$100,000 in the local public match. In the case for the City of Prescott and City of Waitsburg, if the EDSTF request is \$200,000, the applicant is required to secure \$20,000 in the local public match.
6. Each public infrastructure project approved for EDSTF will need to enter into a performance contract and/or inter-local agreement guaranteeing performance.
7. Public infrastructure projects that can substantiate the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes will have the best chance in securing an EDSTF grant and/or loan.

8. Public infrastructure projects that cannot identify the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes are encouraged to apply for an EDSTF loan. If the applicant is requesting an EDSTF grant, and an EDSTF grant is awarded, the applicant will be restricted in applying for an EDSTF grant for 5 years from the date of award. However, during this 5-year restricted period, the applicant has a public infrastructure project that can demonstrate the creation of new direct family wage jobs (defined as \$25,000 per year plus a benefits package), private sector capital investment, and new taxes, their application would be considered for funding.
9. Public infrastructure-related projects that can substantiate the retention of existing family wage jobs (defined as \$25,000 per year plus a benefits package) are encouraged to apply for EDSTF grant and/or loan. To substantiate job retention, the applicant must fully demonstrate that a specific business would have a reduction in its labor force without the public infrastructure improvement.
10. Projects approved for funding must start drawing down the appropriated funds for the proposed public infrastructure project within 1 year from the date the application is approved. All appropriated funds must be fully expended within 2 years from the date the application is approved. If the applicant cannot meet said deadlines, the application must resubmit their application for consideration. All existing approved public infrastructure projects will have priority funding over the new resubmitted application.

Approved by the Port Commission on the 25th day of September 2014

Concurrence by the Walla Walla County Commissioners on the 20th day of October 2014

Lions Park Community Center: Summary Scores

Graders	Studio + Architects	Evolv	Graham Baba	Integrus	MMEC	Weddermann Architecture	Meier	SHKS Architects	WAG Architects	Design West Architects	Building Work
Grader 1	105	100	120	105	110	75	110	105	95	120	115
Grader 2	105	115	115	110	115	90	110	120	100	120	105
Grader 3	103	115	120	90	75	60	80	105	70	118	105
Grader 4	110	110	106	94	88	84	88	92	80	120	80
Total	423	440	461	399	388	309	388	422	345	478	405



Statement of Qualifications
Architectural Services for
Lions Park Community Center
September 16, 2024

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830 N. Columbia Center Blvd., Suite E
Kennewick, WA 99336
509.783.2244

September 16, 2024

City of College Place
Michael Rizzitiello, City Administrator
625 College Avenue
College Place, WA 99324
mrizzitiello@cpwa.us

Dear Mr. Rizzitiello,

Design West Architects (DWA) welcomes the opportunity to further our design efforts for the Lions Park Community Center project. Our team has enjoyed working with the City staff on the Lions Park project and is looking forward to the Community Center completion. With our expertise in planning and designing public buildings, we are enthusiastic about the opportunity to collaborate with the City once again.

We understand you have many firms to choose from when selecting an architect. Design West sets itself apart by offering a team with specific skills and experience. Our portfolio includes work on municipal facilities specific to the City of College Place, the City of Walla Walla, and throughout the eastern Washington region, including new buildings, renovations, additions, and planning exercises. Our completed projects consistently deliver more usable space at a lower overall cost in comparison to other regional projects.

We are committed to using taxpayer dollars responsibly and aim to provide design solutions that utilize practical materials, energy-efficient systems, and careful planning to meet the City's needs. By collaborating with your staff, we hope to identify design solutions that align with the City's image and address functional challenges within the available budget.

Our team values the input of building users and aims to understand their needs thoroughly. Through attentive listening and understanding, we will develop tailored solutions based on your goals, needs, and preferences. Our goal is to provide you with well-informed design solutions that fit your budget. Additionally, we have established excellent working relationships with several engineering firms in eastern Washington and are well-equipped to assist in selecting the best engineers for your project.

We are excited to submit our Statement of Qualifications and appreciate your time and consideration.

Sincerely,

Brandon Wilm, AIA, LEED AP
Principal | bwilm@designwestwa.com



1983 YEAR FOUNDED

39 TOTAL PERSONNEL

Licensed Architects - 10
Project Managers - 5
Architects in Training - 17
Administrative Support - 7

05 STATES LICENSED

Washington
Oregon
Idaho
Montana
Nevada

05 OFFICE LOCATIONS

Kennewick, Washington
Pullman, Washington
Spokane, Washington
Meridian, Idaho
Ontario, Oregon

04 LEED Accredited Professionals

02 NCIDQ Certified Interior Designers

Principal commitment throughout the project

Design West Architects is a Northwest corporation established in 1983, specializing in the planning and design of public facilities. Our team has developed a large and varied client base and gained quality experience in all facets of planning and design over the years. The firm has expanded its technological capabilities and is now an industry leader in collaborative design of projects that serve the public. Our philosophy is to provide each client with the maximum benefit for the available funding for all projects.

Design West has five locations: Kennewick, Pullman, and Spokane, WA; Meridian, ID; and Ontario, OR. The multiple office concept is a deliberate strategy to make principals and staff more accessible to our clients throughout the Northwest. We share our professional and procedural strength within the Design West team and with our consulting engineers to provide a strong, cohesive design team for our clients.

For the past 41 years, we have increased our project diversity and employee expertise to meet and exceed our client's expectations for quality service. We have 39 employees contributing valuable insight and skill to every project. Our strong history of employee retention and responsible growth demonstrates commitment to our clients and a well-established contentment regarding our firm and our completed projects. We are a fiscally responsible corporation with a sound record of profitability and employee satisfaction.

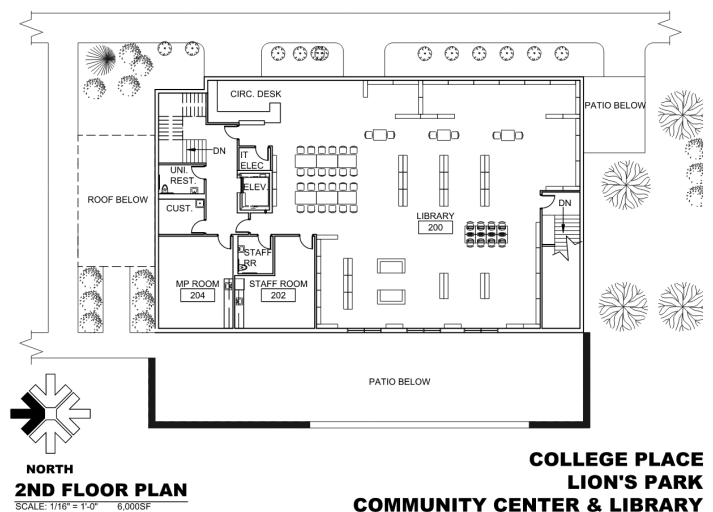
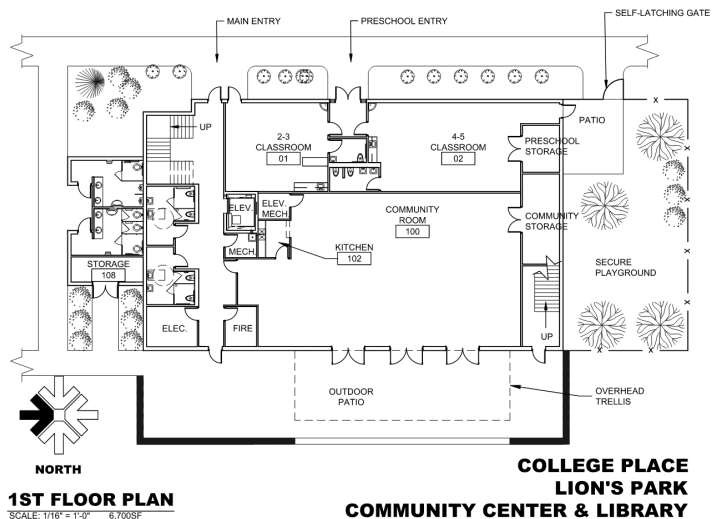
Our team has developed a record of providing quality site and building analysis, programming, design, construction documents, estimating, cost control, and construction administration. This is best illustrated by a high number of repeat clients - evidence of satisfied clients whose expectations have been successfully met and exceeded.

The City of College Place Future Needs: Lions Park Community Center Replacement

In 1967, land was acquired through a \$31,541 LWCF grant funding by the State and Local Assistance Program for the development of the Lions City Park. Recently, the City of College Place received federal funding to revitalize the seven-acre park by making necessary site improvements. Lions Park, located on the east side of the city, is undergoing a renovation project with the help of a civil engineer who completed the drawings. Construction began in March 2024, and the project is expected to be completed in approximately 12 months.

The DWA team was selected to work on a conceptual design for a new community center building to replace the existing structure. The new facility design includes preschool classrooms, a full commercial kitchen for Farmer's Market vendors, interior and exterior restrooms, a large flexible meeting space, and an outdoor covered patio. Additionally, the Walla Walla County Rural Library District collaborated with the City of College Place to add a second story as the new home for the city's library. The Lions Park Community Center concept was developed to harmonize with the natural beauty of the park while also meeting current building codes and safety standards, as well as complying with the latest ADA accessibility requirements.

The original plan did not include funding for the Lion's Park Community Center building. Upon completion of the conceptual design, the city's next priority was to secure funding for the construction project. Funding for the project was obtained from various sources, including the Washington State Recreation and Conservation Office Grants (\$1,349,550), Sherwood Trust Core Grant (\$500,000), and Local Funds (City REET II Tax) (\$600,000).



CITY HALL & RECREATION CENTER RELOCATION

City of Pullman - Pullman WA

Reference: Clayton Forsmann, Dep. Public Works Dir. | T: 509.338.3222 | E: clayton.forsmann@pullman-wa.gov

Design West Architects was commissioned by the City of Pullman to conduct a study of an existing church and attached recreation building. A plan was developed to purchase these buildings and convert them into a new City Hall and Recreation Center for the City of Pullman. Both structures were updated to meet current ADA accessibility requirements and were retrofitted for life safety upgrades. The project involved converting 21,900 square feet of the original church building into the City Hall offices and council chambers. The 29,800 square feet Recreation Center building includes a commercial kitchen for the public, classrooms, a full-sized basketball court, aerobic/dance spaces, and office support spaces. Current commercial kitchen standards were met regarding dishwashing, food prep & handwashing sinks, refrigeration & freezing systems, food storage, and equipment safety compliance. In addition, the City offers a preschool program twice a week for children ages 3-5 years old, along with a secure playground.

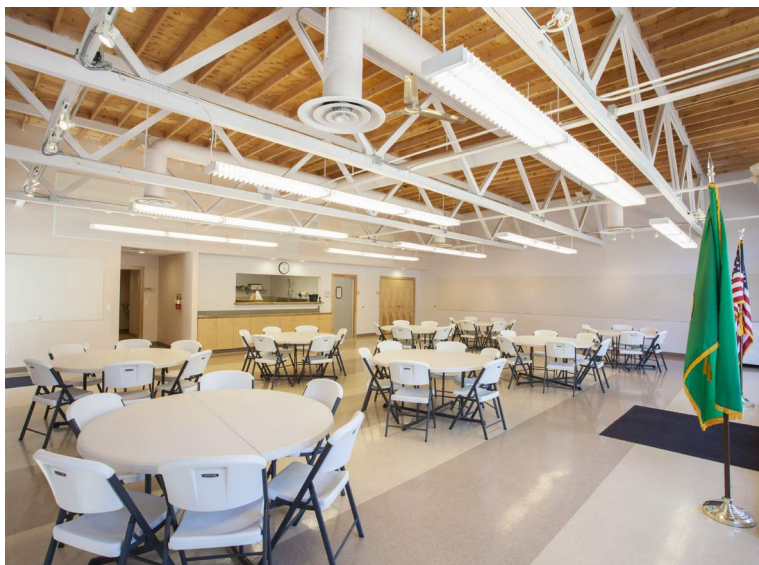


PALOUSE COMMUNITY CENTER

Palouse Community Center - Palouse WA

Reference: Joyce Beeson, Construction Committee Chair - Retired

The Palouse Community Center is committed to improving the lives of Palouse and the surrounding area residents. It aims to create a strong sense of community, provide opportunities for people of all ages to connect, and enable individuals to share their perspectives, talents, and skills. The facility includes a retail storefront for the Community Center Thrift Store called Needful Things, a spacious community/meeting room, and a fully equipped commercial kitchen. The commercial kitchen met current standards, including health and safety, refrigeration, cooking, storage, and cleaning essentials. Some notable features of the center include a high-efficiency heating and cooling system, low-maintenance materials, and a rooftop Solar Panel Array. Design West played a crucial role in the project's success by assisting with grant funding, providing leadership, and negotiating cost reductions with contractors.



CONNELL LIBRARY BRANCH IMPROVEMENTS

Mid-Columbia Libraries - Connell, WA

Contact: Erin Meneely, Assoc. Dir.-Operations | T: 509.737.6344 | E: emeneely@midcolumbialibraries.org

Mid-Columbia Libraries hired Design West Architects to renovate their Connell branch location to bring it up to current building codes and ADA accessibility requirements. The original brick building, built in the 1950s, previously served as Connell City Hall, the fire department, and the police department headquarters.

The library renovation project involved updating all interior building finishes, replacing aging windows, and making the facility ADA accessible. The space, which spans about 1,800 square feet, now includes a staff break room, restroom, storage room, and a general library area for group activities, book circulation, and research CPU terminals. During construction, the building was closed to the public for only 45 days and the project was completed in February 2022.

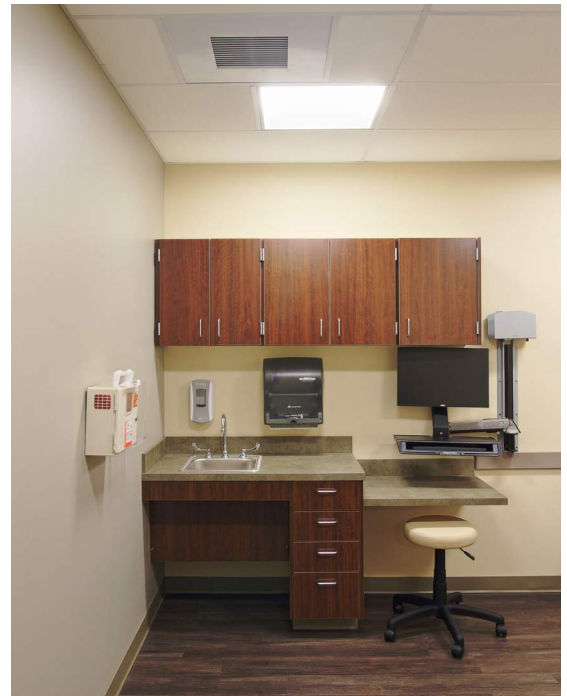


UNIVERSITY CLINIC & BOOKSTORE RELOCATION

Walla Walla University - College Place, WA

Contact: Shawna Larsen, Facilities Services Dir. | T: 509.527.2869 | E: shawna.larsen@wallawalla.edu

Design West Architects worked with Walla Walla University to relocate their outpatient medical clinic to a location on campus where current ADA accessibility and Department of Health regulations could be provided. The clinic was moved into an existing 12,000 square foot building containing the University Bookstore. Designed with construction phasing in mind, the Bookstore occupies half of the building and remained operational throughout construction. The remainder of the space contains the University Medical Clinic along with spaces for Counseling and Testing Services.

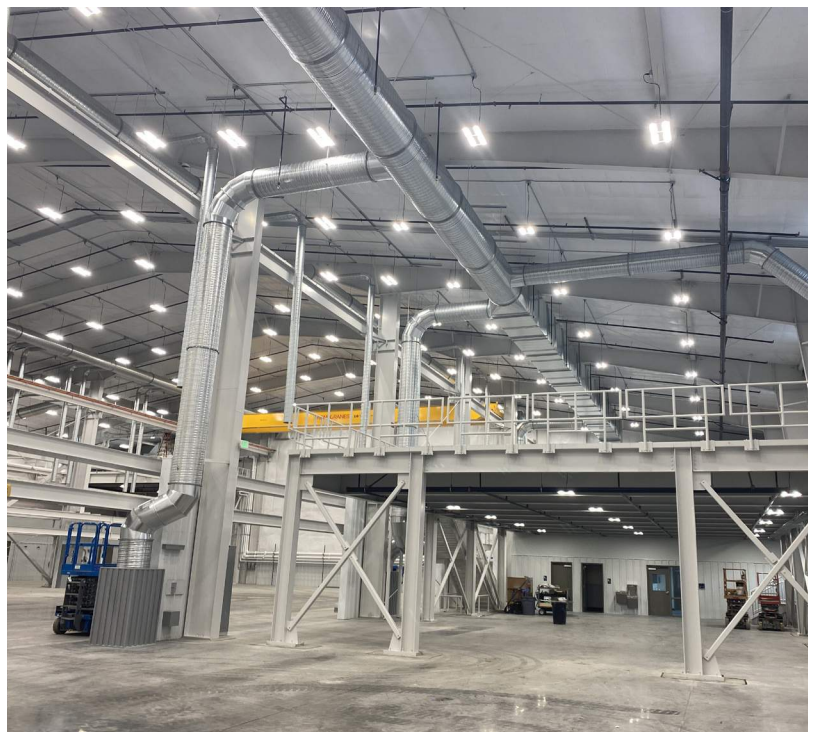


NELSON IRRIGATION MANUFACTURING BUILDING

Nelson Irrigation - Walla Walla, WA

Contact: Paul Davisson, Plant Manager | T: 509.525.7660 | E: paul.davisson@nelsonirrigation.com

Partnering with Chervenell Construction, this design-build project involved designing and constructing a new 36,000 square foot manufacturing building in Walla Walla, Washington. The building cost was \$6.5 million and includes a staff break room, restrooms, lunchroom, mezzanine storage, and two bridge cranes for manufacturing needs. It is designed for future growth and will eventually accommodate 34 state-of-the-art high-temperature resin mold fabrication units operating 24 hours a day. The project required extensive work with Development Services, Public Works, and the Fire Department during the annexation process into the City of Walla Walla. Construction was completed in the spring of 2023, and the client began moving its production activities to the new building that summer.





HAPO COMMUNITY STAGE

City of Richland Parks & Rec - Richland, WA

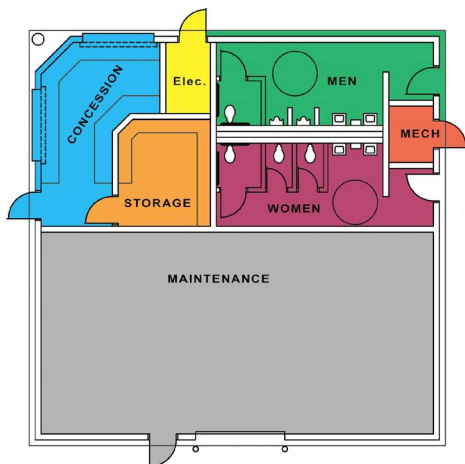
Design West Architects constructed a 25-foot permanent outdoor stage at downtown John Dam Plaza. The stage includes a covered area, an electrical/storage room, a dressing room with a private restroom for performers, and basic sound and lighting systems. The layout enhances acoustics and accommodates a wide variety of performances, benefiting local businesses.



SKYVIEW SOFTBALL PARK

City of Nampa Parks & Rec - Nampa, ID

The 21-acre park in the City of Nampa features four softball fields, T-ball portable baseball fields, soccer fields, playground areas, public restrooms, concessions and storage building, and a sand volleyball court. The softball fields are surfaced with a specialized pumice mixture for excellent playability. Each softball field is surrounded by concrete bleacher seating with modern dugout areas. The park hosts city softball leagues, youth baseball programs, high school sports teams, and various area softball tournaments.



ADA Accessibility Regulations

The Design West team consistently incorporates current ADA accessibility requirements into new buildings, improvements, additions, and renovations. These enhancements encompass features such as wheelchair lifts, ramps, widened doorways and hallways, larger bathroom stalls, lower bathroom sinks, easily accessible doorways, and elevators. We thoroughly evaluate the existing facility standards for each project to ensure full compliance with the latest ADA requirements, guaranteeing program access for people with disabilities throughout the facility.



WWU Conard Hall ADA Ramp-College Place, WA

The Pullman City Hall and Recreation Center project brought the entire facility, originally built in 1971, up to current ADA accessibility requirements. This was achieved by adding two new elevators, completely renovating restrooms, revising doors, and making other necessary minor upgrades. The Richland High School Auditorium project also involved significant ADA improvements, including a motorized orchestra pit platform for performers, accessible seating, and accessible restrooms within the building.

ECEAP Performance Standards

The DWA team's design considerations are in line with the Early Childhood Education & Assistance Program (ECEAP) Performance Standards, emphasizing accessibility, inclusivity, health and safety, sustainability, flexibility, and developmental support. We applied these standards to design spaces for Pasco School District at Lakeview Early Learning Center (ELC). Using land that was previously purchased by the District, the existing Lakeview ELC modular buildings relocated to the Lakeview Manufactured Home Community of East Pasco. Additionally, we applied ECEAP standards to design improvements at a non-profit agency childcare/preschool facility, Community Child Care Center. The Center serves over 300 children in eight communities throughout Whitman County, Washington with ECEAP, Early Head Start, and Head Start programs.



Pasco SD Lakeview Early Learning Center-Pasco, WA

The Design West ECEAP projects include:

- Pasco School District Lakeview Early Learning Center - Pasco, WA
- Educational Service District 123 ECEAP Offices - Pasco, WA
- Educational Service District 105 Migrant/Seasonal Head Start & Daycare - East Wenatchee, WA
- Community Child Care Center - Pullman, WA



ESD 105 Migrant/Seasonal Head Start-East Wenatchee, WA

Designing to Commercial Kitchen Standards

Over the years, the Design West team has been involved in designing numerous public and educational buildings, many including commercial kitchen facilities. Regardless of the project, our team complied with current commercial kitchen standards for equipment safety, food storage, dishwashing, food preparation, and handwashing sinks, as well as refrigeration and freezing systems. For larger commercial kitchens serving institutions such as K-12 schools or higher education, we collaborated with a design consultant. Our team also worked closely with the local Health Department to ensure 100% compliance.



Tri-Tech Skills Center-Kennewick, WA

Tri-Tech Skills Center in Kennewick, Washington is home to the largest learning kitchen in Eastern Washington. The DWA team designed it as part of an overall addition in 2021. This state-of-the-art facility is part of their Culinary Arts program, which provides high school juniors and seniors with firsthand experience in a real work environment. Throughout the year, students prepare various delicacies sold to the public. We also designed the Pullman City Hall & Recreation Center and Palouse Community Center commercial kitchens to current standards, as they would be heavily used by the public.

DESIGNING STRUCTURES ADJACENT TO LWCF LAND

Moscow Community Playfields

The Land and Water Conservation Fund (LWCF) passthrough grant funds are part of a federal program designed to support the acquisition and development of public outdoor recreation areas. The Design West team collaborated with the City of Moscow to design the Moscow Community Playfields. The land was acquired through state and local LWCF grant funds in 1979. The construction was planned near a protected wetland zone, so the design goal was to place the structures adjacent to this land. New dugouts and a restroom/press box building were also part of the plan and were strategically placed above the 100-year floodplain level. Due to this location, the State of Idaho did not require an environmental impact study or local land use permit.



Moscow Community Playfields-Moscow, ID



Mill Creek Sportsplex-Walla Walla, WA
Rendering Courtesy of MacKay + Sposito

Mill Creek Sportsplex

In 2021, our team collaborated with a civil and landscape engineer, as well as the City of Walla Walla, to develop a maintenance facility within the Mill Creek Sportsplex. The Mill Creek channel runs alongside the northern perimeter of the park and is part of the Mill Creek Flood Control Zone District. Even though Mill Creek has historically experienced flooding, the final site plan design positioned the new maintenance building away from the area. If it had been an issue, our team would have placed the facility either above the floodplain or further south within the park.

The Design West team is dedicated to upholding the highest standards of safety, accessibility, and energy efficiency in all our projects, including the Lions Park Community Center project. We meticulously adhere to the 2021 International Building Codes, the 2021 Washington State Energy Codes, the Americans with Disabilities Act (ADA), and their associated Amendments. Our commitment to compliance extends to consulting with local Authorities Having Jurisdiction to ensure that our projects meet all codes at both the state and local levels. Furthermore, we actively engage in continuous learning by attending conferences, webinars, and professional development seminars to stay abreast of industry changes and ensure our work aligns with current codes and regulations.

Energy Code

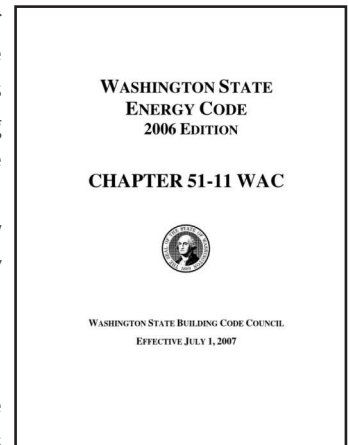
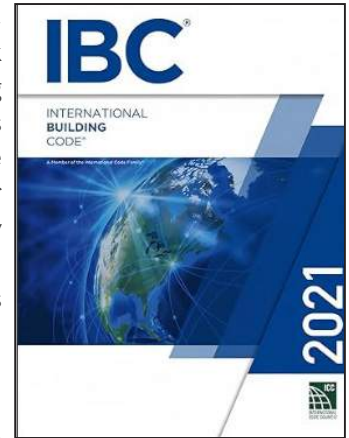
Our team prioritizes staying current with the latest Energy Code Amendments. The latest updates can help to reduce operating costs for the proposed Community Center and the DWA team will implement these into the final construction documents. The 2024 Washington State Energy Code, effective from March 15, 2024, introduces significant updates to enhance energy efficiency and sustainability in building practices. Aligned with the 2021 International Energy Conservation Code (IECC), the new code includes distinct provisions for both commercial and residential buildings. It emphasizes improved energy efficiency in additions, retrofit projects, and new constructions, benefiting the City of College Place for its proposed new Community Center.

Sustainable Design

Further operating cost savings for the Lions Park Community Center could come from sustainable design as well as current energy codes. There are many options available including solar, wind, or simply adding higher value insulation. As interest in sustainable design and third-party high-performance building certification programs (such as LEED®) increases, we have observed that these programs can provide valuable design guidelines and strategies and are a valid tool for some clients and projects.

We believe that sustainable design is crucial to the health and safety of building users as well as for protection of our environment. It is important to develop a balance between energy efficiency, aesthetic qualities, operational costs and practical functions of a public building.

However, we have also discovered that up-front costs for some items, as well as project registration fees and additional design fees for program compliance are cost prohibitive for many clients. Design West has found that energy efficiency and sustainability can be achieved within the strict budget parameters of most projects. Design West has four LEED Accredited Professionals on staff and we are thoroughly familiar with LEED, Green Globes, and Energy Star programs.



FEASIBLE SUSTAINABLE DESIGN PRINCIPLES

- *Direct Digital Control Systems*
- *Direct/Indirect Lighting*
- *Lighting Occupancy Sensors*
- *Skylights/Clerestory Windows*
- *Low E-Glazing*
- *Motion Sensors for Plumbing*
- *Low and No-VOC Products*
- *High Efficiency HVAC*
- *Permeable Pavers*
- *Multi-Level Lighting*
- *Super-Insulated Masonry Shell*
- *East-West Axis Orientation*
- *Recycled & Recyclable Products*
- *C02 Sensors*
- *Polished Concrete Flooring*
- *Native Plants*



BRANDON WILM

AIA, LEED AP, NCARB | Principal Architect

EDUCATION

Bachelor of Architecture
B.S. Architectural Studies
B.A. Business Administration
Washington State University

LICENSING & AFFILIATIONS

Licensed Architect - WA, OR, ID, NV
American Institute of Architects
National Council of Architectural Registration Boards
LEED Accredited Professional

Brandon has been a part of the Design West team for over 22 years. With passion for architecture, he leads of Kennewick office as a Principal of the firm. His clear and concise communication style helps projects run smooth and stay on schedule. Brandon has led a variety of project types, from small tenant improvement to complex multi-building campus facilities. His practical approach to design balances feasible and timeless architecture with attractive designs.

EXPERIENCE

City of College Place **College Place, WA**
Lions Park Community Center Phases 1 & 2
Flex Building Study

Nelson Irrigation **Walla Walla, WA**
New Manufacturing Building

Walla Walla University **College Place, WA**
University Chapel Commercial Kitchen
Smith Hall Improvements
Conard Hall ADA Lift

Benton Conservation District **West Richland, WA**
New Office / Storage Building

Benton County **Kennewick, WA**
Juvenile Justice Center Improvements

Boys & Girls Club-Benton/Franklin Co. **Kennewick, WA**
Kennewick Administrative Office Remodel
Prosser & Pasco Clubhouse Improvements

City of West Richland **West Richland, WA**
New Police Station

IBEW Local 112 **Kennewick, WA**
Joint Apprenticeship Training Center

Mid-Columbia Libraries **Kennewick, WA**
Connell Branch Improvements
Othello Branch Assessment & Study

REFERENCES

Boys & Girls Club of Benton and Franklin Counties
Brian Ace, Executive Director
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Benton County
Robert Blain, Director of Operations & Capital Projects
T: 509.736.2704
E: robert.blain@co.benton.wa.us



Mid-Columbia Libraries Connell Branch-Connell, WA



MATT WHITISH

AIA, NCARB | Principal Architect

EDUCATION

Bachelor of Architecture
B.S. Architectural Studies
Washington State University

LICENSING & AFFILIATIONS

Licensed Architect - WA, OR, ID
American Institute of Architects
National Council of Architectural Registration Boards

With eight years of construction experience as a Superintendent and a Project Manager in a previous career, Matt is a Principal Architect in our Kennewick location who brings a unique background of construction knowledge to the design team. This background leads to cost-effective solutions and responsible design. His ability to deliver creative designs within rigorous schedules makes him an integral part of the project team.

EXPERIENCE

City of Walla Walla **Walla Walla, WA**
Mill Creek Maintenance Building

Walla Walla University **College Place, WA**
Smith Hall Improvements
University Clinic Improvements & Bookstore Renovations

City of West Richland **West Richland, WA**
Facilities Assessment #1 & #2

Eastern Oregon University **La Grande, OR**
Ackerman Hall Anthropology
Head Start Modular Facility

Educational Service District 123 **Pasco, WA**
Professional Development Ctr. Phase II Addition & Expansion

Mid-Columbia Libraries **Kennewick, WA**
Basin City Branch Improvements

Richland School District **Richland, WA**
Hanford High School Athletic Field Improvements
Hanford High School Safety & Security Upgrades
Fran Rish Stadium Improvements
Teaching, Learning & Administration Center

West Valley School District **Yakima, WA**
West Valley High School Stadium Improvements
Apple Valley Elementary School
Summitview Elementary School

REFERENCES

West Valley School District No. 208
Joe Connolly, Assistant Superintendent
T: 509.972.6006
E: connollyw@wvwd208.org

Pasco School District No. 1
John Weatherby, Capital Projects Manager
T: 509.543.6095
E: jweatherby@psd1.org



ESD 123 Professional Development Center-Pasco,WA



AMANDA DAVIS

Intern Architect | Interior Designer

EDUCATION

Associate in Applied Science-Interior Design
Spokane Falls Community College

Amanda has been a part of Design West since 2020. She is an Interior Designer and Intern Architect at our Kennewick Office. After earning her degree in Interior Design, she has used her skills in aesthetics, design, and drafting for both residential and commercial projects. Her most recent interior design projects include the new Ridge View Elementary School in Kennewick, WA and the new Elementary #12 in Moses Lake, WA. Amanda is also involved in her local community as a high school dance and color guard instructor.

EXPERIENCE

Walla Walla Public Schools Walla Walla, WA
SEATech Skills Center Long Range Plan & Facility Assessment

Benton Conservation District West Richland, WA
New Administrative Building

Benton County Fire Station No. 1 Kennewick, WA
Station 170 (Interior Design)

City of West Richland West Richland, WA
Police Station (Interior Design)

Hummel Construction Richland, WA
Badger Mountain South Retail

Kennewick School District Kennewick, WA
Ridge View Elementary School (Interior Design)
Tri-Tech Skills Center Building "C" Addition
Tri-Tech Skills Center East Phase 1.5 Pre-Design

Moses Lake School District Moses Lake, WA
Elementary School #12 (Interior Design)

Pasco School District Pasco, WA
Orion High School
Pasco Digital Learning Academy

Richland School District Richland, WA
Fran Rish Stadium Improvements (Interior Design)
Hanford High Athletic Field & Concessions (Interior Design)
River's Edge Choice High School Study
Three Rivers Homelink School Study

REFERENCES

Richland School District
Caren Johnson, Director of Capital Projects
T: 509.967.6139
E: caren.johnson@rsd.edu

Benton Conservation District
Kara Kaelber, Assistant Manager
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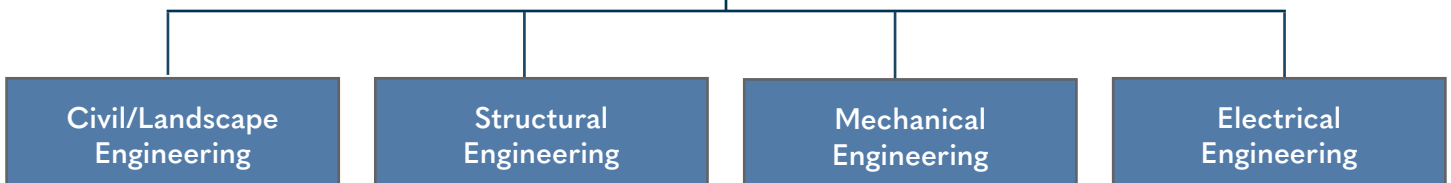
Ridge View Elementary School-Kennewick, WA



Brandon Wilm - Principal Architect

Matt Whitish - Building Code Analysis

Amanda Davis - Design Support/ Interior Design



Consultants & The City of College Place

The Design West team believes in selecting the most suitable design team with the best skills for each specific project. Once chosen, we will assess the proposed team members and value the City's input on the final team assembled to achieve optimal project results.

Over the past decade, we have successfully finished many projects within the City of College Place. We have worked closely with the City's building official, Scott Hall, and we appreciate his reasonable and insightful approach to projects and code compliance. Scott is not only very knowledgeable about the code requirements, but his assistance with practical and safe solutions is also highly valued. We are eager to work with him again.

Minority-Owned, Women-Owned & Emerging Small Businesses

In selecting the consultant team, Design West Architects is committed to promoting diversity in the workplace and marketplace. We actively reach out and include OMWBE-certified firms for each DWA project by thoroughly assessing the skills and qualifications of each consultant to ensure our clients receive the highest level of service and expertise. We strongly support and recognize the significance of OMWBE firms in our growing economy. Our team is dedicated to assisting Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), and Emerging Small Business Enterprises (ESB) in their growth and development. Without a collective effort from everyone involved, the current underrepresentation will persist.

Design West has collaborated with consulting engineers across the Northwest. The list below features regional consulting firms that we have partnered with on previous projects. We prioritize choosing the most suitable design team with the necessary expertise for each specific project. Working alongside the owner's team, we define the project scope and carefully select the engineering team to ensure optimal results.



- *Absolute Engineering*
- *Advanced Professional Engineering*
- *Anderson-Perry & Associates*
- *Cator, Ruma & Associates*
- *Coffman Engineers*
- *David Evans & Associates*
- *DCI Engineers*
- *Design Development, LLC*
- *Dumais-Romans, Inc.*
- *Forsgren Associates*
- *GeoProfessional Innovation*
- *Hargis Engineers*
- *Harms Engineering*
- *HDR Engineering*
- *Hodge & Associates*
- *Howard Consultants*
- *JSL Engineering*
- *J-U-B Engineers Inc.*
- *Kartchner Engineering*
- *Knutzen Engineering*
- *KPFF Consulting Engineers*
- *KWR MEP Consulting & Design, LLC*
- *L&S Engineering*
- *Lochsa Engineering*
- *LSB Consulting Engineers*
- *MacKay + Sposito*
- *Meier Engineering*
- *MSI Engineers*
- *MW Consulting Engineers*
- *Northwest Mechanical Engineering*
- *PBS Engineering*
- *PLA Designs*
- *PLSA Engineering & Surveying*
- *Riley Engineering*
- *Spectrum Professional Engineering*
- *Stratton Surveying & Mapping*
- *Structural Forte, Inc.*
- *Systems West Engineers*
- *Taylor Engineering*
- *Tetra Tech, Inc.*
- *The Land Group*
- *Thomas Consulting*
- *TLCP Galvin Structural*
- *TreanorHL*

References

Shawna Larsen, Facilities Services Director

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509.737.6344
emeneely@midcolumbiaibraries.org

Brian Ace, Executive Director

Boys & Girls Club of Benton/Franklin Counties
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Kennewick, Washington 99336
509.543.9980
brian.ace@greatclubs.org

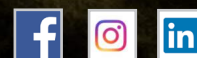
Roscoe Slade, Public Works Director

City of West Richland
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509.967.5434
roscoe@westrichland.org



**DESIGN
WEST**
ARCHITECTS

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509.783.2244
www.designwestpa.com



City of College Place, Washington
RESOLUTION NO. 25-002

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
AWARDING LIONS PARK COMMUNITY CENTER REPLACEMENT STRUCTURE ARCHITECTURAL
DESIGN CONTRACT TO DESIGN WEST ARCHITECTS**

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 created a RSQ for qualified architectural firms to submit proposals to design structure; and

Whereas, eleven responsive firms submitted qualifications for the project; and

Whereas, a Walla Walla County .09 Grant as well as State ELF & YMCA State ELF Grant Earmarks will pay for project; and

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

- 1.** Award Lions Park Community Center Replacement Architectural Design Contract to Design West Architects for \$368,732.

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 14th day of January, 2025.

Attest:

Norma L. Hernández, Mayor

Maryelizabeth Garcia, City Clerk

CONTRACT FOR ANIMAL SHELTER SERVICES
between
CITY OF COLLEGE PLACE
and
BLUE MOUNTAIN HUMANE SOCIETY

This Contract for Animal Shelter Services ("Contract") is entered into between the City of College Place ("City") and Blue Mountain Humane Society ("Society") and provides the terms and conditions under which Society shall operate a shelter to receive and care for animals impounded pursuant to College Place City Ordinance.

"City Designated Animal Control Agent" shall mean a College Place City Animal Control Officer or any other designated agent the City may choose during the term of this agreement, including an officer from another jurisdiction who assists the City of College Place with an animal control issue through a mutual aid agreement.

It is hereby AGREED by the parties as follows:

A. PURPOSE

The purpose of this Contract is to define the scope of the animal shelter services the Society shall provide to the City, the compensation the City shall pay for such services; and the terms and conditions under which the Society shall provide these services to the City.

B. TERM

This Contract will be effective on January 1, 2025, and expires on December 31, 2025.

C. FACILITY

1. The Society shall:

- a. operate in full compliance with laws governing animal shelter facilities in the State of Washington, including any regulations promulgated by the Washington Department of Health;
- b. provide enclosures to accommodate stray or impounded dogs and domesticated (not feral) cats found inside City limits and brought in by the public, the City's designated Animal Control Agent, the College Place Police Department, or an officer of another jurisdiction as part of a mutual aid agreement. Exceptions for intake include limitations for healthy stray cats, capacity restraints, and disease outbreak. Society shall include isolation facilities for quarantined animals, veterinary care facilities during the times of Monday-Thursday 8 a.m.-4 p.m. excluding holidays, and refrigeration

and/or freezer space for deceased animal storage for animals that die while in care or are euthanized at the shelter.

D. SHELTER OPERATIONS & SERVICES

1. The Society shall:

- a) maintain and follow a clear set of protocols regarding shelter admission and intake procedures, care and welfare of animals, employee conduct and shelter and adoption operations;
- b) establish and maintain convenient public hours of access, including weekend hours;
- c) strive to comply with the standards set forth in the "Guidelines for Standards of Care in Animal Shelters" published by the Association of Shelter Veterinarians;
- d) employ or contract with a licensed veterinarian to monitor the veterinary care and other aspects of shelter operations affecting the health of the animal population of the shelter;
- e) treat animals with care and respect, provide a clean, comfortable, safe and healthy environment with adequate housing, exercise, water and food.

E. ANIMAL INTAKE

1. The Society shall:

- a) accept animals on behalf of the City of College Place that are brought in by the City Designated Animal Control Agent, the College Place Police Department, or an officer of another jurisdiction bringing in an animal seized within the city limits as part of a mutual aid agreement (except where indicated in Section C1b above);
- b) provide a procedure whereby animals may be delivered to the shelter by the City Designated Animal Control Agent or other designated officer 24 hours per day, 7 days per week;
- c) facilitate an annual training session for all designated animal control agents or other relevant officers employed or contracted by the City. The purpose of this training is to comprehensively cover intake procedures, protocols, and Standard Operating Procedures relevant to the shelter's intake operations.

2. Upon intake, animals will be vaccinated for common illness, treated for fleas and worms, and groomed as necessary for the animal's health and comfort. Any impounded animal that is suspected to be a victim of cruelty or neglect will be immediately reported to the City's Designated Animal Control Agent.

3. Stray dogs will be held for a three-day (72-hour) stray hold period in accordance with College Place City Ordinance. Stray domestic cats with owner identification (via tags, microchip, or identifiable marks on file) will be held for 72 hours. Cats without identification will be held for at least 24 hours.

All impound periods shall pause on Sundays and holidays, when the shelter is not open for business. After the respective holding period expires, animal outcomes will be determined at the sole discretion of the Society. The City may request additional holding periods at a rate outlined in Addendum A.

4. Underage puppies and kittens, animals with serious medical conditions, and senior animals needing special care may be placed in a foster setting prior to the end of the stray hold period.

5. All animals shall have an impound record, indicating the identification tag number, if any, species, breed and description of animal by coloring, time and date of impound, name of agent taking in the animal and full address where the animal was found.

6. During the stray hold period, the Society will provide animals with daily food, water, and shelter. The Society will also strive to provide these animals mental enrichment and daily exercise.

7. Once an animal is admitted, the Society will provide routine veterinary care, including medical stabilization, pain relief, and treatment for common illnesses. In the event an animal's condition necessitates emergency veterinary care at an outside clinic, the City will be responsible for covering the costs up to and not exceeding \$250 . After the stray hold period expires, the Society will be responsible for covering these costs.

8. Should an animal be suffering from serious injury or disease that would endanger other sheltered animals or cause the cat or dog to endure unnecessary pain and suffering if left untreated, as determined under the guidance of a licensed veterinarian, the animal may be euthanized prior to the expiration of the required stray hold period. The Society will document this action on the animal's custody record.

9. Any animal impounded may be redeemed within the stray hold period, upon evidence of rightful ownership or custody and payment of redemption fees. These may include the cost of impound, transportation, and any additional veterinary costs incurred.

10. Animals may be denied redemption if placed on investigative hold by City's Police Officers or Designated Animal Control Agent or the Health Department. Per College Place City Ordinance, redemption may be denied to an owner who has cruelly treated an animal. In these cases, the Society shall act as directed by the City's Police Officers or Designated Animal Control Agent.

11. The Society will provide disposal services for animals that die under the Society's care. It is the City's responsibility to dispose of unowned animals that die prior to arrival at the shelter.

F. DISPOSITION OF UNCLAIMED ANIMALS

1. The Society shall make all reasonable attempts to reunite stray animals with their owners, if identified.

2. No live animals shall be used, sold, or donated for experimental purposes.

3. After the stray hold period has expired, the Society shall assume full rights and responsibility for the final disposition of the animal. This may include adoption, transfer to an approved adoption or rescue agency, or humane euthanasia.

4. Any euthanasia will be carried out by certified euthanasia technicians under the provisions established by Washington state law.

5. The Society must maintain a current Washington Board of Pharmacy license to purchase and dispense appropriate drugs and must comply with all federal and state regulations concerning the handling of controlled substances for the purpose of animal euthanasia.

G. ADOPTION, PLACEMENT OR TRANSFER OF ANIMALS

1. Every reasonable effort shall be made to return the animal to its owner prior to release of the animal through adoption or transfer to another animal welfare agency.

2. Animals are to be spayed or neutered and microchipped as a condition of adoption, subject to the animal shelter's discretion.

H. ADMINISTRATION

1. The Society shall:

a) collect and safeguard impound fees upon redemption of any stray animal, as established by each jurisdiction. Collection of fees shall be recorded in the Society's data management system;

b) post the price of redemption fees at the shelter and online;

c) have the authority to allow discounts and/or fee waivers, in the event an owner is unable to pay full redemption fees or in the event of overcrowding at the shelter;

d) be responsible for collecting all impound fees due upon redemption of a stray animal, in accordance with College Place City Ordinance;

e) have an established protocol for cash handling and record keeping and will issue an itemized receipt for every animal redeemed;

f) remit monies due to the City in the form of a credit against monies owed for services provided to the City under the terms of this agreement;

g) cooperate with City officials, the City's Police Officers, designated Animal Control Agent, and/or College Place Public Works,
County Public Health on actions pertaining to animals and quarantine and will assist the City in

obtaining and presenting evidence in the civil or criminal prosecution of violations to City code, regulations or laws, at the additional fee outlined in Addendum A.

h) meet quarterly with City Designated Animal Control Agent to review and resolve any issues or concerns;

i) maintain confidentiality related to records and information and use discretion in conversations with the public.

I. CITY'S RESPONSIBILITIES:

1. The City Designated Animal Control Agent or other authorized Officer, on behalf of the City, will deliver live stray dogs and domestic (not feral) cats to the Society and:

a) secure the animal in a designated kennel;

b) complete all required information on animal services intake form, including full address, provide any additional information relevant to the animal, and place completed animal services intake form in designated form box;

c) inform the Society when an animal is to be held for protective custody, quarantine, or investigative purposes (bite quarantine dogs must be secured in the bite quarantine kennel);

d) ensure water bowl in kennel is filled if drop-off is after hours;

e) assume responsibility for medically needy animals requiring immediate veterinary care between Friday-Sunday and before 8 a.m. or after 4 p.m. Monday-Thursday including payment of care for impounded animals taken by the City to an outside veterinary clinic by the City Designated Animal Control Agent or other authorized officer;

f) place a link to the Society's website on the City's website where each impounded dog will be posted throughout the three-day stray hold period after admission. Such notice shall contain a general description of the impounded dog showing breed, sex, color, and a photo.

2. The City Designated Animal Control Agent or other authorized Officer, on behalf of the City, will not take owned dogs or domesticated cats as surrenders from the public except in emergencies and:

a) the animal surrendered to the City Designated Animal Control Agent or other authorized Officer, on behalf of the City, will be designated as an animal seized by the City and shall fall under all the requirements of this Contract, including the delivery instructions in Section I, No. 1, however the Society is not required to hold the animal for the normal stray period as the owner has already forfeited rights to the animal;

b) if the City does not want to seize the animal, the City Designated Animal Control Agent or other authorized Officer, on behalf of the city, will direct the resident to contact the Society to schedule a surrender, if it meets the Society's guidelines and the Society has capacity to take the animal;

3. For all owned animals deceased on arrival (DOA), the City Designated Animal Control Agent will:

a) scan animal for a microchip (Shelter can provide a free scan of microchip, if needed);

b) if no owner information is available, the City is responsible for disposal of the deceased animal;

c) if owner information is available, the City shall make every attempt to contact the owner for reclaim of the deceased animal;

d) if the owner cannot be reached, the City is responsible for disposal of the deceased animal;

e) if the owner is reached and will come to the Society to pick up the deceased animal, the Society will hold the deceased animal for a period of one week in the cooler

f) if the animal owner will be picking up the remains at the Society, the Officer shall place the animal in a designated DOA bag and label the remains;

g) provide detailed information on the animal DOA form provided by the Society and place in appropriate designated DOA form box;

h) place the DOA bag in cooler, located in maintenance room.

4. In cases where the Society is holding a dog for a bite quarantine, an investigation, or a hearing and the legal system finds the animal to be a "dangerous dog," the City will take responsibility for the outcome of that dog.

5. The City will follow up on potential animal cruelty cases as referred by the Society.

6. The City will engage in cooperative communication with Society's staff and volunteers on a daily basis.

7. The City will provide all available and pertinent information to assist in reuniting dogs with their owners.

8. The City will meet semi-annually with the Society or as needed to review and resolve any issues or concerns.

9. The City will maintain confidentiality related to records and information and use discretion in conversations with the public.

J. INSURANCE

1. The Society shall carry liability insurance with the following minimum coverage: \$1,000,000 combined single limit bodily injury and property damage, with the City of College Place named as additional insureds and provide that the City is to be notified by the insurance agent/broker or company not less than 30 days in advance of any policy cancellation or termination of coverage. Such insurance shall be subject to the approval of the City Attorney.

2. The Society shall forward copies of all insurance policies or binders to the City within ten (10) days of signing this Agreement.

K. HOLD HARMLESS/INDEMNIFICATION

The Society agrees to defend, indemnify and hold the City harmless from and against all claims, of any kind whatsoever, for loss, injury, damage, expense, and/or other liability arising out of commissions and/or omissions of the Society.

L. ACCOUNTABILITY

1. The City shall retain the right to inspect records and to investigate matters involving the care of stray dogs impounded from the City jurisdiction.

2. Upon 48 hours' notice, the Society shall make available for City inspection at any reasonable time all records relating to the services provided under this Agreement. All such reports shall remain the property of the City. Those records which are public documents shall be made available to members of the public upon request to the City in accordance with the Public Records Act, RCW Chapter 42.56. City shall transfer any public records request the City receives for records within the Society's control within 48 hours of City's receipt (not including weekends or holidays), and thereafter compliance with the Public Records Act shall be the Society's sole responsibility and the above indemnification shall apply to any claims related thereto.

3. The Society shall maintain its ability to be properly licensed to operate as a business during the life of this contract and provide to the City upon request a copy of its bylaws, articles of incorporation, applicable business licenses and nonprofit tax-exempt designation. The Society shall inform the City within thirty (30) days of any changes in any of the above.

M. CONSIDERATION

For the services provided to the City under this Contract, the City agrees to pay the Society a base annual fee of \$17,750, to be invoiced monthly at \$1,479.17. This base fee covers up to 50 impounded animals per year. For any additional animals impounded beyond this limit, the Society will invoice the City monthly at the per-animal rate specified in ADDENDUM A.

1. The Society shall prepare and deliver an invoice for services provided to the City on a monthly basis and will provide an accounting of all animals impounded. The City shall pay the invoices within 30 days of receipt. If payment is not received within 30 days, unpaid balances will be assessed a late fee of 1.5% per month. Service fees will be reviewed and may be revised with each contract extension.

N. TERMINATION

1. This contract may be terminated at will by any party without cause by giving ninety (90) days written notice of intent to terminate to the City Manager on the part of the City, and to the CEO of the Blue Mountain Humane Society on the part of the Society.
2. In the event of termination of this contract, the termination shall not relieve the City of any obligation for the payment of any amounts due and owing as of the effective date of termination. All payment obligations incurred under this agreement shall survive the termination and continue until fully satisfied. Termination of this agreement shall not extinguish or impair any right or remedy of the non-terminating party with respect to any pre-existing breach or default by the other party.

O. GENERAL PROVISIONS

1. Independent Capacity: The parties intend that an independent contractor relationship between the Society and the City will be created by this Contract. No agent, employee, or representative of the Society shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Society are not entitled to any of the benefits the City provides for City employees. The Society will be solely responsible for its acts and for the acts of its agents, employees, servants, or otherwise during the performance of this Contract. The Society is responsible for all taxes applicable to this Contract.
2. Governing Laws and Disputes: This contract shall be governed by the laws of the State of Washington. Before instituting any legal action hereunder, the parties, through the City Manager (for the City) and the President (for the Society), shall meet with each other and attempt in good faith to resolve the disagreement. The venue for any action hereunder shall be in the Superior County of College Place County, Washington.
3. Amendment: Any Amendment to this contract shall be in writing and approved by the City Manager or designee on the part of the City and by the Society's President or designee on the part of the Society. In the event either party shall desire to renegotiate any provision of this Contract, the party shall provide 90 days' written notice to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes, and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90-day period.
4. Waiver: The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or waiver of the provision itself.
5. Notices: Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, by first-class regular mail, addressed to the following.

To the City:

To the Society:

6. Severability: If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

7. Entire Agreement: This instrument constitutes the entire Contract between the parties and supersedes all prior agreements.

8. Ratification: Acts taken pursuant to this Agreement, but prior to its execution are hereby ratified and affirmed.

DATED this 15th day of January, 2025

Approved as to form: CITY OF COLLEGE PLACE

A municipal corporation

By:

Mike Rizzitiello, City Administrator

BLUE MOUNTAIN HUMANE SOCIETY

By: _____

Dian Ver Valen, CEO

ADDENDUM A

: Rate for each animal impounded under this Contract beyond the 50 animals covered with the City's base annual fee.

YEAR	ANNUAL FEE	APPROX PER ANIMAL
1/1/2025 – 12/31/2025		\$355

Rates to extend the length of stay for an animal are as follows:

YEAR	PER DAY AFTER 72-HR STRAY HOLD
1/1/2025 – 12/31/2025	12.38

ADDENDUM B

All Licensing Services for animals living in the City of College Place will be handled by the City of College Place and/or the Police Department

a.

LOW-INCOME SENIOR CITIZENS AND PEOPLE WITH DISABILITIES UTILITY SERVICES DISCOUNT

ANNUAL RATE ADDENDUM

To the contract agreement

Between

BLUE MOUNTAIN ACTION COUNCIL

And

CITY OF COLLEGE PLACE

This is an ADDENDUM to the contract agreement dated April 1, 2016, between Blue Mountain Action Council, hereinafter referred to as “BMAC,” and the City of College Place for determining the city’s residents’ eligibility for the city-sponsored utility services discount. In the aforementioned contract, it was agreed that an annual rate agreement will be set by April 1 of each year and issued as a contract agreement addendum and signed by both parties.

Monthly fee

This addendum changes the billing structure of the contract from the previous flat fee per application to a flat rate of \$500 per month, effective August 1, 2024-March 31, 2025. The monthly billing rate may be negotiated in future years based on a billing cycle of April 1-March 31.

Services provided

This addendum clarifies that the services provided include screening city residents for eligibility for all utility discount programs offered by the city, such as water, sewer, and garbage. These funds help facilitate city residents being screened for any additional utility discounts for which qualifying city residents may be eligible, which are paid for using other BMAC funding sources. The BMAC energy office team can be available to serve as the phone and email contact for city residents’ questions Monday-Thursday from 8:30am-5:00pm and Fridays from 8:30am-4:00pm.

In all other respects, the terms of the original contract agreement shall remain in full effect. However, if there is a conflict between this addendum and the original contract agreement, the terms of this addendum will prevail.

By signing this addendum, both parties agree to the above-stated rate for the stated period. In witness whereof, the undersigned have affixed their signatures in execution thereof.

Danielle Garbe Reser, CEO
Blue Mountain Action Council

Date

Mike Rizzitiello, Administrator
City of College Place

Date

LOW-INCOME SENIOR CITIZENS AND PEOPLE WITH DISABILITIES UTILITY SERVICES
DISCOUNT

**ANNUAL RATE
ADDENDUM**

to the contract agreement
between
BLUE MOUNTAIN ACTION COUNCIL
and
CITY OF COLLEGE PLACE

This is an **ADDENDUM** to the contract agreement dated **April 1, 2016**, between Blue Mountain Action Council, hereinafter referred to as "BMAC," and the City of College Place for determining the city's residents' eligibility for the city-sponsored **low-income senior citizens and people with disabilities utility services discount**.

Annual cost rate per completed application

In the aforementioned contract, BMAC and the City of College Place agreed that the per-completed-application fee charged by BMAC and paid by the city will be set before April 1 of each year. It was agreed that an annual rate agreement will be issued as a contract agreement addendum by BMAC and signed by both parties, thus setting the per-completed-application rate.

Rate for April 1, 2022, through March 31, 2024

The City of College Place agrees to pay BMAC **\$30.00** per completed application.

In all other respects, the terms of the original contract agreement shall remain in full effect. However, if there is a conflict between this addendum and the original contract agreement the terms of this addendum will prevail.

By signing this addendum, both parties agree to the above-stated rate for the stated period. In witness whereof, the undersigned have affixed their signatures in execution thereof.



Cate Daniels, CEO
Blue Mountain Action Council

4/21/2022
Date



Mike Rizzitiello, Administrator
City of College Place

4-19-2022
Date

Chapter 13.18

UTILITY DISCOUNT PROGRAM

Sections:

- 13.18.010 Need-based utility discount.
13.18.020 Appeal of denial of a need-based utility discount.

13.18.010 Need-based utility discount.

A. Households that are determined to be eligible based on need consistent with Article VIII, Section 7 of the Washington State Constitution may qualify for discounted monthly city utility charges. Utility charges include monthly water, wastewater, stormwater, and ambulance utility charges.

B. The annual aggregate amount of discounts provided by the city shall not exceed one hundred thousand dollars. Discounts are available to applicants on a first-come, first-served basis. Discounts shall not be granted for applications received after the estimated annual discount cap has been exhausted.

C. A dwelling unit may be granted a utility discount if it is occupied by an eligible household. Persons requesting discount must apply to the Blue Mountain Action Council (BMAC) in writing on a form prescribed by the city and provide verification. The discount shall apply only if the application is approved by the city, and it may be applied either retroactively or prospectively at the discretion of the city depending upon the circumstances of the applicant. The discount shall apply only during the months that the household occupying the dwelling unit is eligible.

1. A household may be eligible for a need-based discount if the maximum household income is at or below one hundred fifty percent of federal poverty guidelines.

2. An applicant must provide satisfactory proof that he or she:

- a. Has a maximum annual household income at or below one hundred fifty percent of federal poverty guidelines; and
- b. Is a single occupant or the head of a household or the spouse of the head of the household; and
- c. Resides in the dwelling unit charged by the utility; and
- d. Is billed or is the spouse of a person billed by the utility; and
- e. Such other information requested by the city finance department.

D. Eligibility determinations shall be made by the city finance director or a designee of the finance director.

E. Households determined to be eligible by the city finance director may receive a twenty percent discount on their monthly city utility charges.

F. The discount amounts shall be a general expense of the utility for purposes of establishing or adjusting future rates and charges by ordinance.

13.18.020 Appeal of denial of a need-based utility discount.

A. An aggrieved person may appeal denial of a utility discount by filing a written appeal with the city finance department during normal business hours.

1. An appeal of the denial of a discount must be filed in writing with the city clerk no later than thirty days from the date of mailing of the denial.

B. Appeals of the discount denial shall be decided by the city administrator or the designee of the city administrator and shall be final. The appeal decision shall be made in writing and mailed to the appellant at the address stated in

the appeal or, if none, the most recent location address on file in city utility billing records for which the appeal concerns.

D. For purposes of this section, “days” means calendar days and time shall be computed as provided in RCW 1.12.040.

College Place – Current Utility Discount Code – 2024

Ambulance

13.16.130 - Reduction in residential ambulance fees for low-income customers.

A. Residential customers whose qualifying income is at or below 125 percent of the currently available national poverty guideline as established by the U.S. Department of Health and Human Services will be entitled to a reduction of the ambulance utility fee established in Section 13.16.070.

B. Qualifying income shall be the total adjusted gross income (AGI) of all of the people living in the residence for the calendar year immediately preceding the year the reduction is applied for.

C. For those residential customers who qualify under the provisions of subsections (A) and (B) of this section, the ambulance fee established under Section 13.16.070 shall be fixed at a discount of 20 percent of the amount established under Section 13.16.070.

D. Such a reduction in the ambulance utility fee shall follow the same procedures as the reduction with other city utilities.

E. An approved application for reduction in the ambulance utility fee under the provisions of this section shall be valid for a term of 12 months. No sooner than 30 days before, nor later than 30 days after the expiration of that term, the residential customer may reapply for an additional 12-month term. The process for the submission, review and approval of that renewal shall be the same as for the initial application.

F. The reduction in the ambulance utility fee under this section shall only be available to noncommercial customers.

G. This section shall apply to those residential customers who qualify beginning July 1, 2022. Any eligible refund must be requested by December 31, 2022, and shall be applied as a credit toward the residential customer's future utility bill.

Stormwater

H. Discounts for Certain Low-Income Senior or Low-Income Disabled Citizens.

1. A program for discounts to the billings for stormwater utility services for certain low-income senior or low-income disabled citizens is established in order to provide necessary support for the disadvantaged. The city finance director is authorized and directed to administer said program and in such connection may promulgate administrative regulations to carry out the intent and purpose of the ordinance codified in this section in concurrence with RCW 74.38.070 and as amended.

2. To implement the program provided for in subsection (H)(1) of this section, low income senior citizens shall show satisfactory proof that he or she:

a. Is 65 years of age or older;

- b. Has a maximum annual household income at or below 125 percent of federal poverty guidelines;
- c. Is a single occupant or the head of a household or the spouse of the head of the household;
- d. Resides in the dwelling unit served by the stormwater utility; and
- e. Is billed or is the spouse of a person billed by the stormwater utility.

Applicants shall verify such information and shall provide such other data as is deemed appropriate upon forms prepared, and in the manner determined by the city.

3. To implement the program provided for in subsection (H)(1) of this section, low-income disabled citizens shall show satisfactory proof that he or she:

- a. Is disabled;
- b. Has a maximum annual household income at or below 125 percent of federal poverty guidelines;
- c. Is a single occupant or the head of a household or the spouse of the head of the household;
- d. Resides in the dwelling unit served by the stormwater utility; and
- e. Is billed or is the spouse of a person billed by the stormwater utility.

Applicants shall verify such information and shall provide such other data as is deemed appropriate upon forms prepared, and in the manner determined by the city.

4. Persons qualified by the city as eligible recipients of a low-income senior or low-income disabled citizen discounts provided for in this section shall be granted a discount against the charges assessed under Section 13.15.070.5. The finance director is authorized to discount the total amount of charges made under Section 13.15.070 to qualified low-income senior or low-income disabled citizens by 20 percent. 6. For purposes of this section, the following persons are defined as disabled:

- a. A person who has qualified and received special parking privileges under Sections 46.16.381(1)(a) through 46.16.381(1)(f) of the Revised Code of Washington;
- b. A blind person as defined in Section 74.18.020 of the Revised Code of Washington;
- c. A person who has a developmental disability as defined in Section 71A.10.020(2) of the Revised Code of Washington;
- d. A person who is gravely disabled as a result of a mental disorder as defined in Section 71.05.020 of the Revised Code of Washington;

e. A person who has qualified and receives supplemental social security benefits due to disability.

Water:

C. Water Service—Discounts for Certain Low-Income Senior or Low-Income Disabled Citizens.

1. A program for discounts to the billings for water services for certain low-income senior or low-income disabled citizens is established in order to provide necessary support for the disadvantaged. The city finance director is authorized and directed to administer said program and in such connection may promulgate administrative regulations to carry out the intent and purpose of the ordinance codified in this section.

2. To implement the program provided for in subsection C(1) of this section, low-income senior citizens shall show satisfactory proof that he or she:

- i. Is 65 years of age or older;
- ii. Has a maximum annual household income at or below 125 percent of federal poverty guidelines;
- iii. Is a single occupant or the head of a household or the spouse of the head of the household;
- iv. Resides in the dwelling unit served by the water service; and
- v. The name on the account or the spouse or domestic partner of the person under whose name the account is held.

Applicants shall verify such information and shall provide such other data as is deemed appropriate upon forms prepared, and in the manner determined by the city.

3. To implement the program provided for in subsection C(1) of this section, low-income disabled citizens shall show satisfactory proof that he or she:

- i. Is disabled;
- ii. Has a maximum annual household income at or below 125 percent of federal poverty guidelines;
- iii. Is a single occupant or the head of a household or the spouse of the head of the household;
- iv. Resides in the dwelling unit served by the water utility; and
- v. The name on the account or the spouse or domestic partner or of the person under whose name the account is held.

Applicants shall verify such information and shall provide such other data as is deemed appropriate upon forms prepared, and in the manner determined by the city.

4. Persons qualified by the city as eligible recipients of a low-income senior or low-income disabled citizen discounts provided for in this section shall be granted a discount against the charges assessed under Section 13.04.400 of this code.

5. The finance director or designee is authorized to discount the total amount of charges made under Section 13.04.400A of this code to qualified low-income senior or low-income disabled citizens by no more than 20 percent.

6. For purposes of this section, the following persons are defined as disabled:

i. A person who has qualified and received special parking privileges under 46.19, Revised Code of Washington and as amended;

ii. A blind person as defined in Section 74.18.020 of the Revised Code of Washington and as amended;

iii. A person who has a developmental disability as defined in Section 71A.10.020 of the Revised Code of Washington and as amended;

iv. A person who is gravely disabled as a result of a mental disorder as defined in Section 71.05.020 of the Revised Code of Washington and as amended;

v. A person who has qualified and receives federal supplemental social security benefits due to disability.

7. The application process shall be determined by the finance director who may require at least annual proof of disability status.

8. Only one discount per water service account is permitted regardless of senior citizen and/or disabled status.

Wasterwater:

G. Sewer Service—Discounts for Certain Low-Income Senior or Low-Income Disabled Citizens. 1. A program for discounts to the billings for sewer utility services low-income senior or low-income disabled citizens is established in order to provide necessary support for the disadvantaged. The city finance director is authorized and directed to administer said program and in such connection may promulgate administrative regulations to carry out the intent and purpose of the ordinance codified in this section. This is done in concurrence with RCW 35.67.020 and RCW 35.92.020. 2. To implement the program provided for in subsection G(1) of this section, low income senior citizens shall show satisfactory proof that he or she:

a. Is 65 years of age or older;

- b.Has a maximum annual household income at or below 125 percent of federal poverty guidelines;
- c.Is a single occupant or the head of a household or the spouse of the head of the household;
- d.Resides in the dwelling unit served by the sewer utility; and
- e.Is billed or is the spouse of a person billed by the sewer utility.

Applicants shall verify such information and shall provide such other data as is deemed appropriate upon forms prepared, and in the manner determined by the city.

3.To implement the program provided for in subsection G(1) of this section, low-income disabled citizens shall show satisfactory proof that he or she:

- a.Is disabled;
- b.Has a maximum annual household income at or below 125 percent of federal poverty guidelines;
- c.Is a single occupant or the head of a household or the spouse of the head of the household;
- d.Resides in the dwelling unit served by the sewer utility; and
- e.Is billed or is the spouse of a person billed by the sewer utility.

Applicants shall verify such information and shall provide such other data as is deemed appropriate upon forms prepared, and in the manner determined by the city.

4.Persons qualified by the city as eligible recipients of a low-income senior or low-income disabled citizen discounts provided for in this section shall be granted a discount against the charges assessed under Section 13.08.485(G).5.The finance director is authorized to discount the total amount of charges made under Section 13.08.485 to qualified low-income senior or low-income disabled citizens by 20 percent.6.For purposes of this section, the following persons are defined as disabled:

- a.A person who has qualified and received special parking privileges under Sections 46.16.381(1)(a) through 46.16.381(1)(f) of the Revised Code of Washington;
- b.A blind person as defined in Section 74.18.020 of the Revised Code of Washington;
- c.A person who has a developmental disability as defined in Section 71A.10.020(2) of the Revised Code of Washington;
- d.A person who is gravely disabled as a result of a mental disorder as defined in Section 71.05.020 of the Revised Code of Washington;

e. A person who has qualified and receives supplemental social security benefits due to disability.

City of College Place, Washington

ORDINANCE NO. 25-002

AN ORDINANCE AMENDING TITLE 13 OF THE COLLEGE PLACE MUNICIPAL CODE BY ADDING A NEW CHAPTER 13.18 UTILITY DISCOUNT CODE THERETO; CREATING A UTILITY DISCOUNT AND REGULATIONS PERTAINING THERETO; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City of College Place, Washington is a non-chartered code city governed by Title 35A Revised Code of Washington; AND

WHEREAS, the College Place City Council considered this matter during a regularly and duly called public meeting of said Council, has given this matter careful review and consideration, and finds that good government and the best interests of the City of College Place will be served by passage of this ordinance; AND

NOW, THEREFORE, THE COLLEGE PLACE CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: Ordinance No. 25-002 hereby amends Title 13 of the College Place Municipal Code by the addition of a new Chapter 13.18 Utility discount program to provide in its entirety as shown in Exhibit 1 of this agenda bill:

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. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 4: Effective Date. In order to provide for the orderly transition and implementation of this Ordinance, the revised Title 13, shall take effect five (5) days from and after date of its final passage, provided that the City Clerk is directed to publish a summary of this ordinance, consisting of the title, at the earliest publication date.

PASSED by the City Council of the City of College Place, Washington, this 14th day of January, 2025.

Norma L. Hernández, Mayor

Attest:

Approved as to form:

Maryelizabeth Garcia, City
Clerk

Rea Culwell, City Attorney

13.04.400 Water charges.

- A. Charges for water consumed by customers shall be based on the number of the residential and/or business units. Each residential and business unit shall be billed and paid a base charge. All water consumed each month by a unit shall be charged a flat rate per 1,000 gallons. Any fractional amount will not be included in the charge. Water used for agricultural purposes, including that used on city properties, will be treated as water used for a business purpose. The base charge is payable even if the customer's water is shut off and shall not be prorated. Rates and charges shall be set by resolution duly approved by the city council.
- B. If it is determined by the director that the cost of furnishing water to a particular customer is excessive and will remain so over a period of a year, the customer will be subject to additional charges as determined by the director.
- C. ***Water Service—Discounts for Certain Low-Income Citizens.***
 - 1. **See section 13.18 – Utility Discount Program.**
- D. *Rate Dispute; Reduction.* There shall be no rate reduction i for any customer except when the following conditions are met:
 - 1. A customer fully completes the city provided dispute form and files the completed form with the water department of the city.
 - 2. The director can certify that the premises has been condemned.
 - 3. There is no water usage on the premises.
 - 4. The period of any reduction does not extend beyond a period of one year.
 - 5. During the one year period each dwelling unit on the premises which meets the requirements of a rate reduction shall be reduced to the debt service portion of the current water charges applicable. Once the one-year period expires or use of water service resumes, whichever comes first, the customer shall be charged all fees and rates for each unit.
- E. *Budget Payment Plan.* The finance director or designee is hereby authorized to create and implement a budget payment plan in accordance with state law. Such a plan shall permit the authorized customer to make monthly payments of utility charges on an annual averaged basis rather than on a monthly basis, with periodic adjustments to ensure that the amount paid on an annual basis reflects the actual charges incurred.

(Ord. No. 19-018, § 1(Exh. 3), 7-9-2019)

1. 13.08.485 Charges and rates for sewage.

- A. *User Categories.* There are three user categories for the calculation of charges for sewer service, namely, (1) residential, (2) large flow nonresidential, and (3) small flow nonresidential. Residential users include the owners of single-family dwellings, multifamily dwellings and apartment houses. Large flow nonresidential users include the owners of the premises upon which are situated industrial plants, schools, governmental entities, commercial establishments and other business and nonresidential users that consume, on average, more than 25,000 gallons of billable sewer flow per month. Small flow nonresidential users include the owners of the premises upon which are situated smaller businesses and nonresidential establishments that consume less than 25,000 gallons of billable sewer flow per month.
- B. *Winter Rates for Sewer Service.* Winter rates are based on actual consumption of water. The following monthly rates shall apply for the billing months of December through February:
1. *Residential.* Owners of separately metered residential premises shall pay a base rate per month plus a charge for each 1,000 gallons of water consumed over the first 3,000 gallons of water consumed on their premises that month. The base rate will be the minimum amount due each month and is payable even if there is no water used. Owners of jointly metered residential premises shall pay a base rate equal to the number of rental units on their premises multiplied by the base rate per month plus a charge for each 1,000 gallons of water consumed on their premises that month over an amount of water in gallons which equals 3,000 gallons multiplied by the number of rental units on their premises that month.
 2. *Large Flow Nonresidential.* Owners shall pay a base rate per month for each 1,000 gallons of water consumed on the premises that month.
 3. *Small Flow Nonresidential.* Owners shall pay a base rate per month plus a charge for each 1,000 gallons of water consumed over the first 3,000 gallons of water consumed on their premises that month.
 4. Rates and charges shall be set by resolution approved by the city council.
- C. *Nonwinter Rates for Sewer Service.* Nonwinter rates are based on estimated consumption of water for sewer service and are designed to exclude any water used by an owner for irrigation purposes. For the billing months of March through November of each year, each owner shall be billed a monthly amount which shall be calculated by using the amount of the owner's second largest water flow gallons billed for service to his or her premises for the preceding billing months of December, January, and February. Accounts that do not have a history of winter water usage for at least two of the three months mentioned above shall be billed according the provisions for unmetered accounts. Accounts that do not irrigate, or that do not benefit from the application of this nonwinter rates provision, will be billed according to the winter rates. If actual usage for any owner falls below the winter average, the owner shall be billed at the lesser rate for that specific billing period. Upon written request, the finance director may conduct a review of an account's history and determine whether an adjustment should be made to the account's nonwinter rate. The finance director, in any dispute, shall have the authority to reduce the nonwinter rate after consideration of the historical usage of the premises, anticipated usage, and any other documented information, which the finance director deems relevant. An appeal to reconsider the finance director's decision may be heard by a dispute resolution committee consisting of the finance director, public works director and one other city employee. The mayor and city administrator shall be an ex-officio members of this committee.
- D. *Multiple Categories.* If more than one user or class or category of user is located on any one premises, each such user or class or category of user shall be separately charged the proper rates and charges for sanitary sewage disposal service. This provision does not apply to large flow nonresidential owners.
- E. *Unmetered Accounts.* Owners of unmetered properties or properties having broken or otherwise unreadable meters shall pay a base rate per month plus a consumption charge multiplied by a number which equals the average gallonage, to the nearest 1,000 gallons, above 3,000 per month consumed by all other owners in any

such owner's category divided by 1,000. Consumption rate charges shall be set by resolution approved by city council.

- F. *Customers Outside City Limits.* The rates for property owners outside the limits of the city shall be the same as for owners within the city unless otherwise determined and approved by the city council as to having specific additional cost to the city.
- G. *Sewer Service—Discounts for Certain Low-Income Citizens.*
 - 1. See Section 13.18 – Utility Discount Program

13.15.090 Rate adjustments and appeals.

Any person billed for service charges may file a "request for service charge adjustment" upon an application form approved by the director and submitted with information adequate to make a determination. Requests may be made upon passage of the ordinance from which this section is derived up until January 1, 2019, and thereafter within 30 days of the date of the bill. However, submittal of such a request does not extend the period of payment for the charge.

- A. A request for service charge adjustment may be granted or approved by the director only when one or more of the following conditions exists:
 - 1. The amount charged is in error; or
 - 2. The parcel is nonresidential and the impervious surface area on the parcel, as established by a licensed surveyor or engineer, is more than ten percent of an equivalent service unit greater than or less than the impervious surface area used in determining the charge; or
 - 3. The parcel exists in its natural unimproved condition and will remain in its natural unimproved condition with no allowable human activities or manmade improvements that adversely affect water quantity or quality; or
 - 4. The parcel includes or is served by a private constructed or natural on-site stormwater mitigation facility that meets all of the following conditions:
 - a. The constructed or natural facility provides storm or stormwater detention, retention, water quality treatment and/or conveyance; and
 - b. The director has determined that the property owner or property owner association is capable of maintaining and operating the facility; and
 - c. The facility is maintained by the property owner(s) to the city's design specifications; and
 - d. The facility is available for inspection by the city; and
 - e. Excess capacity, not used by the property owner(s), is accessible and available for other related public purposes; and
 - f. The credit is revocable under conditions where the facility is no longer operated at the design level established during the drainage plan review/approval process.
- Residential yards shall not be considered a constructed or natural on-site stormwater mitigation facility.
- 5. The parcel is developed or redeveloped with new storm sewers, pumping stations, disposal plants or other appurtenances constructed by the property developers or owners to serve their property, but also make stormwater service available to intervening property owned by others. Such adjustments shall be by written agreement.
 - 6. The parcel is part of a property owner association with a formal agreement to maintain public stormwater facilities serving the association.
- B. Credit Calculation. The maximum amount to be credited shall be a function of the percentage of the utility's annual expenditures that vary directly with the quantity of stormwater runoff, estimated to be 29 percent.
 - 1. For water quantity migration, the formula is expressed mathematically as follows:

$$A = F \times 29 \text{ percent}$$

Where

A = the credit amount to be subtracted from the monthly fee; and

F = the total monthly charge without credit.

- C. Credit Eligibility. The following information may be required by the director to determine eligibility for a service charge credit:
 - 1. Approved stormwater report with design and construction certifications, all three stamped by a licensed professional engineer with no exceptions, condition, future performances, or the like assumed;
 - 2. Signature of the person responsible for the accuracy of the credit application material; and
 - 3. Other information, as required by the director, to determine that the property owner is willing and has the capacity to maintain the facility.
- D. Maximum Credit. Under no circumstances shall the amount of the credit exceed either the amount of cost savings to the utility or the unadjusted service charge. Service charge adjustments will only apply to the bill then due and payable, and bills subsequently issued. The property owner shall have the burden of proving that the service charge adjustment should be granted.
- E. Decisions on Requests for Service Charge Adjustments. Decisions on request for service charge adjustments shall be made by the director based on information submitted by the applicant and by the city within 30 days of the adjustment request, except when additional information is needed. The applicant shall be notified in writing of the director's decision. Credits shall be effective the next billing cycle after credit eligibility is determined. Credits shall not be retroactive beyond the date of the bill during which the credit was requested.
- F. If the director finds that a service charge bill has been undercharged, then either an amended bill shall be issued which reflects the increase in service charge, or the undercharged amount will be added to the next bill.
- G. Decisions of the director on requests for service charge adjustments shall be final unless appealed to the city council in writing, delivered to the director within 30 days of the date the decision was mailed. Upon timely appeal, the city council shall schedule a hearing to consider the appeal and notify the appellant in writing of the date and time of the hearing. The hearing shall be held within 60 days of the director's receipt of the appeal, but no sooner than ten days after receipt of approval. The city shall issue its decision in writing within ten days of the hearing. The city's decision shall be final.
- H. Discounts for Certain Low-Income Citizens.
 - 1. See Section 13.18 – Utility Discount Program.

13.16.130 Reduction in residential ambulance fees for low-income customers.

A. See Section 13.18 – Utility Discount Program



We are OPEN for business!!!!

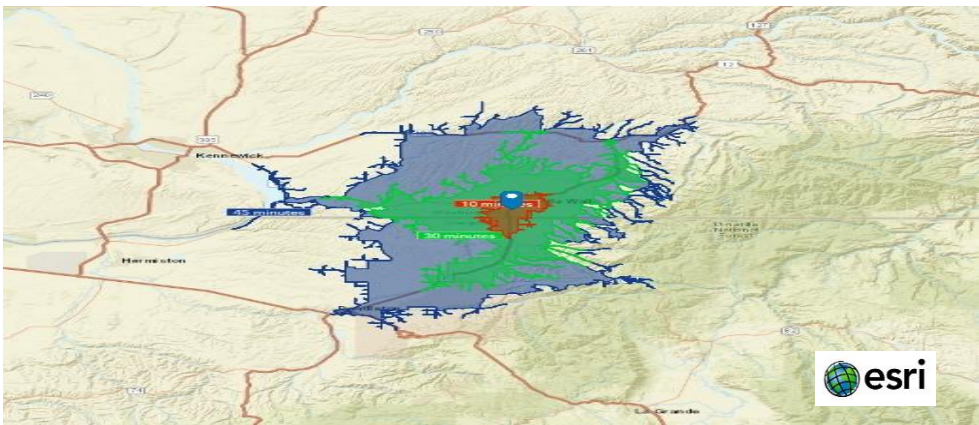
And ready for yours.

Nestled in the picturesque Walla Walla Valley, our stunning blue skies offer more than an ideal climate; they represent the boundless investment opportunities of College Place. College Place offers residents and business direct access to three superb higher education institutions, a quality public and private secondary education system, reliable infrastructure, extensive labor market, efficient transportation systems, and a forward-thinking government that thrives on innovation. College Place offers investors, businesses, and employees the perfect place to live, work, and play. We build upon the foundation of small town character to enhance the quality of life, while providing reliable, innovative, efficient, and courteous service that is second to none.

Demographic Overview

	10 Minute Drive		30 Minute Drive		45 Minute Drive	
	2024	2029	2024	2029	2024	2029
Population	45,877	46,383	69,692	70,200	76,311	76,796
Households	18,119	18,501	26,484	26,929	29,225	29,703
Median Income	\$65,311	\$77,197	\$69,493	\$80,771	\$70,722	\$81,844
Per Capita Income	\$36,138	\$43,170	\$36,325	\$43,302	\$36,905	\$43,958
Median Age	39.5	40.6	39.9	40.7	40.5	41.2

Drive Time Trade Area Map



- ✓ Pro-business attitude
- ✓ Prime location
- ✓ Inexpensive business license and permitting costs
- ✓ Efficient development review process
- ✓ Access to highway, rail, and airports
- ✓ Great quality of life
- ✓ Outstanding public and private K thru 12th grade school systems
- ✓ Three superb higher education institutions
- ✓ Over 85 acres of Infill and greenfield development sites
- ✓ Competitively priced utilities



City of College Place Economic Development

Mike Rizzitiello, City Administrator
 625 S. College Ave, College Place, WA, 99324
 Phone: (509)-394-8506
 Email: mrizzitiello@cpwa.us

Website: www.cpwa.us
www.portwallawalla.com/





We are OPEN for business!!!!

These retailers are

Beautifully positioned

in College Place, Washington!



Based on an analysis of lifestyle characteristics of our households, College Place's consumers match the core customers of concepts such as:



2024 Consumer Spending 45 Minute Drive Time

- Apparel and Services: \$58,007,624
- Electronics: \$6,539,300
- Entertainment & Recreation: \$102,318,942
- Food at Home/Groceries: \$183,035,386
- Restaurants: \$96,675,715
- Furniture: \$24,691,411
- Appliances: \$15,088,628
- Gasoline & Convenience: \$85,634,116



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College Avenue

Downtown College Place (4th to 13th Streets)

Walla Walla University Campus (4th to Whitman)

North College Ave Business District (Whitman Drive to Rose Street)

College Avenue serves as the Main Street of the community. The corridor recently underwent a \$15 million reconstruction which includes pedestrian lighting, sidewalks and traffic signals. The corridor consists of a mix of small businesses, offices, and residential. Walla Walla University is at the center of the corridor. It has Bachelor and Graduate Degree Programs and has a student population of 2,000. The long term vision of this corridor is spelled out in the recently adopted College Avenue Design Standards. Community goals for the corridor is to create “small town” atmosphere, be a setting for a “slow pace of life,” and make sure that buildings and storefront are the dominant features. Various properties are available for sale or lease.

Data Points

Statistic	10 Minute Drive Time	30 Minute Drive Time	45 Minute Drive Time
2024 Population	38,633	69,461	77,522
2029 Population	39,006	69,968	77,997
2024 Daytime Population	42,967	67,760	77,255
2024 Median Household Income	\$62,376	\$69,416	\$70,883
2029 Median Household Income	\$74,217	\$80,697	\$82,019
2024 Median Home Value	\$400,498	\$402,158	\$390,000
2029 Median Home Value	\$543,598	\$529,888	\$508,327
2024 Median Age	39.3	39.9	40.4
2029 Median Age	40.4	40.7	41.2

Forecasted Consumer Demand (45 Minute)

Type	2029 Demand
Apparel and Services	\$70,773,798
Electronics	\$7,978,477
Entertainment	\$124,703,141
Food At Home/Groceries	\$223,137,745
Restaurants	\$117,905,061
Furniture	\$30,100,960
Appliances	\$18,381,614
Lawn & Garden	\$22,026,435
Personal Care Products	\$16,923,821
Housekeeping Supplies	\$28,076,815
Gasoline & Convenience Centers	\$104,327,611

Source: ESRI Business Analyst Online, Retail Demand Outlook Reports Jan 2025.



Meadowbrook/Stone Creek Business District



The Meadowbrook Business District comprises land zoned General Commercial near the intersection of State Route 125 & Meadowbrook Drive. Commercial businesses in the area include Super Walmart, HopThief Tap House, Maurice's, Del Taco, Chipotle, Burger King, Panda Express, GameStop, Subway, Papa Murphy's Pizza, and more. The new College Place Library is in Meadowbrook Plaza. College Place High School and John Sager Middle School are nearby. Commercially-zoned land is available for sale behind Meadowbrook Plaza and across the street from College Place High School on College Avenue.



Data Points

Statistic	10 Minute Drive Time	30 Minute Drive Time	45 Minute Drive Time
2024 Population	48,832	69,720	80,818
2029 Population	49,286	70,220	81,225
2024 Daytime Population	50,560	67,908	84,568
2024 Median Household Income	\$66,489	\$69,455	\$69,992
2029 Median Household Income	\$78,482	\$80,740	\$81,277
2024 Median Home Value	\$409,540	\$400,509	\$384,926
2029 Median Home Value	\$542,909	\$527,481	\$498,506
2024 Median Age	39.9	39.9	40.4
2029 Median Age	40.8	40.7	41.2

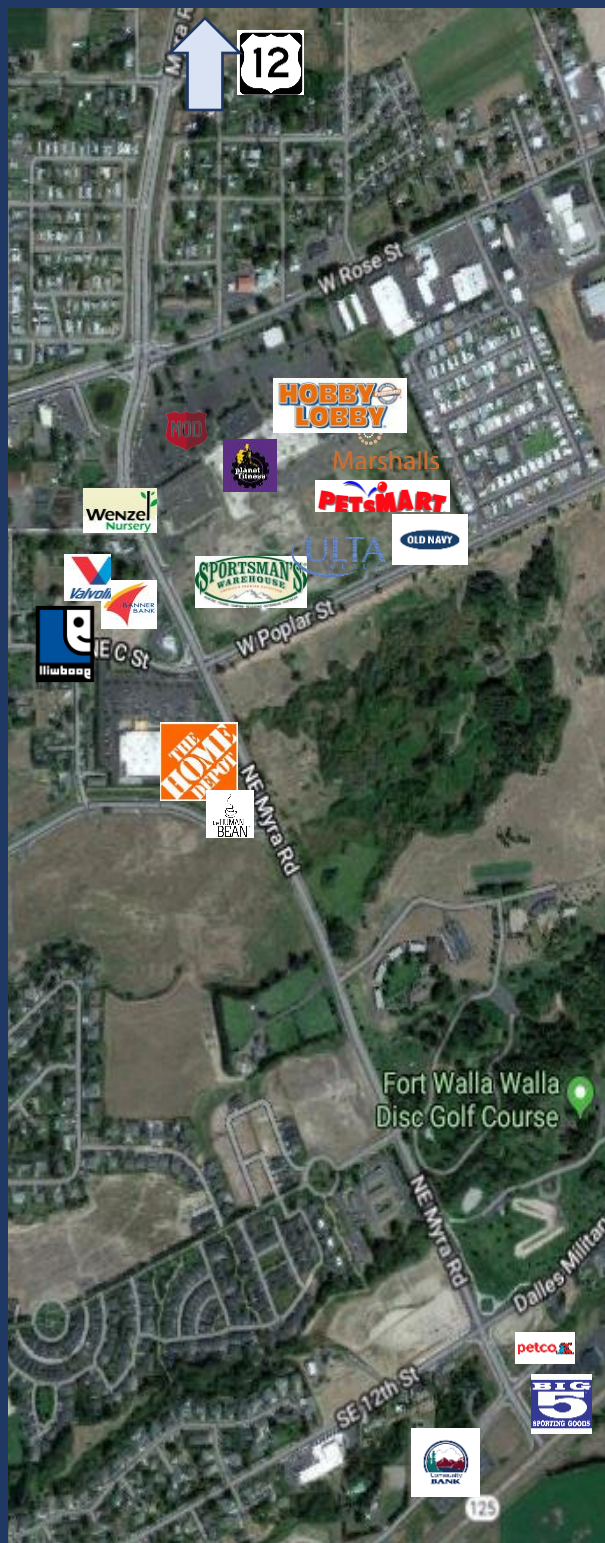
Forecasted Consumer Demand (45 Minute Drive Time)

Type	2029 Spending
Apparel and Services	\$73,323,868
Computers & Electronics	\$8,261,422
Entertainment	\$128,638,659
Food/Groceries	\$238,815,193
Restaurants	\$121,842,171
Furniture	\$31,068,628
Appliances	\$18,925,217
Lawn & Garden	\$22,617,887
Housekeeping Supplies	\$29,003,025
Personal Care Products	\$17,503,351
Gasoline & Convenience Stores	\$107,710,064

Source: ESRI Business Analyst Online, Retail Demand Outlook Profile Reports – January 2025.



Myra Rd Commercial Corridor



Myra Rd is a two mile long Commercial Corridor that connects US Highway 12 with State Route 125. It also acts as the boundary between City of College Place to the west and the City of Walla Walla to the east. Several commercial establishments already call the Myra Rd Corridor home ranging from Home Depot, Banner Bank, and the new Walla Walla Town Center which comprises several retailers such as Hobby Lobby, Marshalls, Ulta, Famous Footwear, and more. Fort Walla Walla Park and Museum is also located along this corridor. Several pieces of land zoned Commercial ranging from one to over thirty acres is available for lease or purchase in the City of College Place along this corridor. Ideal uses for this corridor include big box retail, restaurants, and office space.

Data Points

Statistic	10 Minute Drive Time	30 Minute Drive Time	45 Minute Drive Time
2024 Population	45,877	69,692	76,311
2029 Population	46,383	70,200	76,796
2024 Daytime Population	48,843	67,908	76,536
2024 Median Household Income	\$65,311	\$69,493	\$70,722
2029 Median Household Income	\$77,197	\$80,771	\$81,844
2024 Median Home Value	\$404,441	\$402,571	\$391,921
2029 Median Home Value	\$565,134	\$530,347	\$510,776
2024 Median Age	39.5	39.9	40.5
2029 Median Age	40.6	40.7	41.2

Consumer Demand Forecast (45 Minute Drive Time)

Type	2029 Spending
Apparel and Services	\$69,678,371
Computers & Electronics	\$7,855,540
Entertainment	\$122,826,400
Food At Home / Groceries	\$219,754,195
Restaurants	\$116,100,961
Furniture	\$29,641,841
Appliances	\$18,107,248
Lawn & Garden	\$21,705,731
Personal Care	\$16,666,294
Housekeeping Supplies	\$27,656,958
Gasoline & Convenience Stores	\$102,747,748

Source: ESRI Business Analyst Online, Retail Demand Outlook Profile Reports Jan 2025.

City of College Place, Washington
RESOLUTION NO. 25-XXX

A RESOLUTION PERMITTING STAFF TO UTILIZE THE PREPARED ECONOMIC DEVELOPMENT FLYERS FOR RECRUITMENT OF COMMERCIAL/LIGHT INDUSTRIAL BUSINESSES AS WELL AS THE RESIDENTIAL, COMMERCIAL, AND LIGHT INDUSTRIAL DEVELOPMENT COMMUNITY.

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

WHEREAS, the College Place Economic Development, Tourism, and Events Commission voted to recommend approval of the flyers to the College Place City Council during its January 6th, 2025 meeting.

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

1. Permitting staff to utilize the prepared economic development fliers for recruitment of commercial/light industrial businesses as well as the residential, commercial, and light industrial development community.

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 28th day of January, 2025.

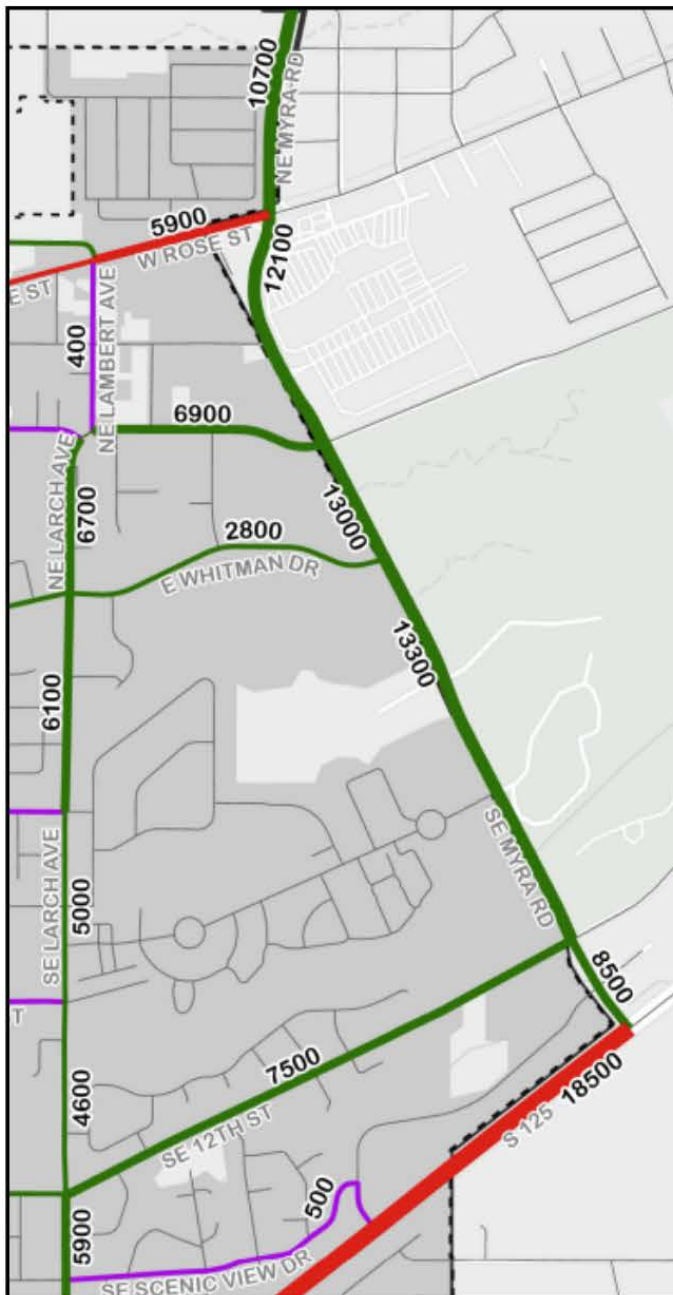
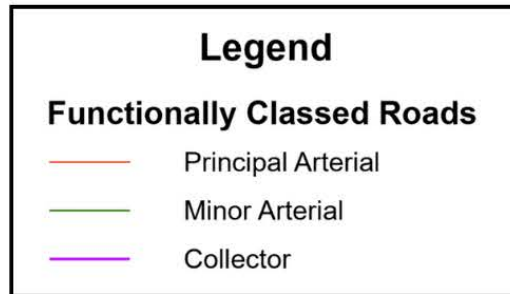
Attest:

Norma L. Hernández, Mayor

Maryelizabeth Garcia
City Clerk

Myra Road Commercial Corridor

Daily Traffic Counts



College Avenue & Downtown College Place Daily Traffic Counts



Legend

Functionally Classed Roads

- Principal Arterial
- Minor Arterial
- Collector

Meadowbrook & Stone Creek Business District

Daily Traffic Counts

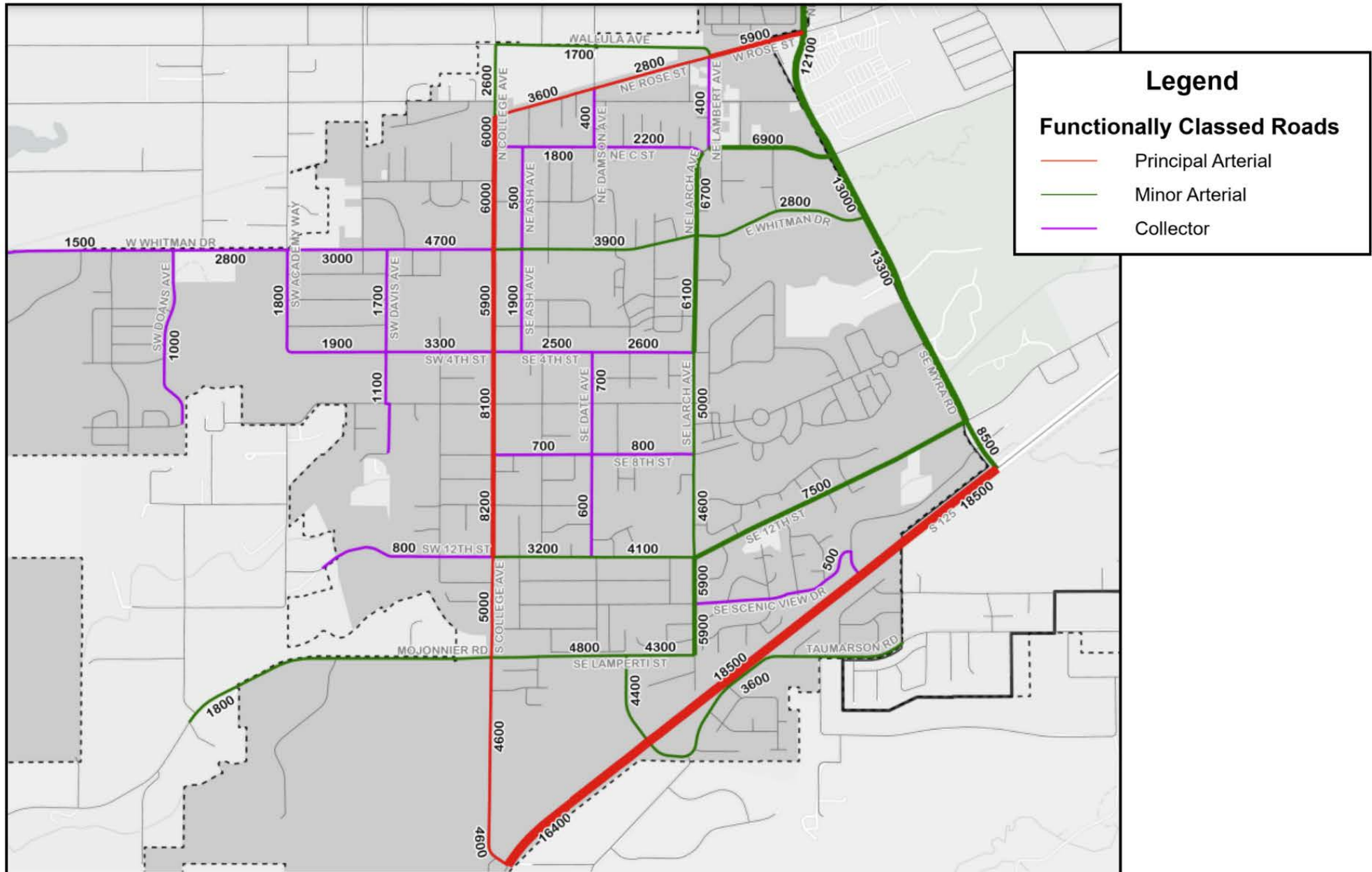
Legend

Functionally Classed Roads

- Principal Arterial
- Minor Arterial
- Collector



City of College Place Daily Traffic Counts



City of College Place, Washington
RESOLUTION NO. 25-XXX

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
REGARDING CITY ORDER MADE PURSUANT TO REVISED CODE OF WASHINGTON 42.17.070,
DECLARING MAINTENANCE OF CITY-WIDE INDEX AND/OR DEPARTMENT SPECIFIC INDEXES AS
UNDULY BURDENSOME**

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

Whereas, The Washington State Public Records Act of RCW 42.17 requires all cities and other public agencies to maintain a current index providing identifying information on those municipal records which are to be made available for public inspection and copying, unless maintenance thereof would be unduly burdensome; and

Whereas, the City of College Place resolved by Resolution No. 644, on June 11th, 2001, that it would be unduly burdensome and would interfere with City operations for the City of College Place to develop and maintain a current unified index of its public records; and

Whereas, the magnitude, diversity and increase of City governance continues to result in the use, creation, and/or retention of a volume of records for which it would be extremely difficult, time-consuming and costly to index into a single index; and

Whereas, while the City has implemented and is utilizing records management services and tools and continues to explore and employ records creation, retention and retrieval software and services City-wide and by single or multiple City departments, developing and maintaining a current index of records for any individual or multiple city departments would be unduly burdensome due to the increases in City services and the increase in complexity of such services; and

Whereas, neither current nor reasonably anticipated future City revenues are adequate to allow the addition of new staff members assigned to develop and maintain a current index City-wide or by department; and

Whereas, the City has adopted and followed a City Records Policy which relatively easily provides access to the City's public records through direct on-line communication and transfer of records and the City has been consistent in encouraging and facilitating public access to public records.

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

1. It would be unduly burdensome and would interfere with City services for the City to develop and maintain a current unified index of its public records;
2. It would be unduly burdensome and would interfere with City services for any one single or multiple departments to develop and maintain a current index of the department(s) public records;
3. Each City department shall make available to the public for inspection and copying all indexes maintained for City use, if any;
4. Publication. The City Clerk is directed to have this Resolution (Order) published in the Official City newspaper;
5. Clerical Corrections. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

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 28th day of January, 2025.

Attest:

Norma L. Hernández, Mayor

Maryelizabeth Garcia, City Clerk

RCW 42.56.070**Documents and indexes to be made public—Statement of costs.**

(1) Each agency, in accordance with published rules, shall make available for public inspection and copying all public records, unless the record falls within the specific exemptions of subsection (8) of this section, this chapter, or other statute which exempts or prohibits disclosure of specific information or records. To the extent required to prevent an unreasonable invasion of personal privacy interests protected by this chapter, an agency shall delete identifying details in a manner consistent with this chapter when it makes available or publishes any public record; however, in each case, the justification for the deletion shall be explained fully in writing.

(2) For informational purposes, each agency shall publish and maintain a current list containing every law, other than those listed in this chapter, that the agency believes exempts or prohibits disclosure of specific information or records of the agency. An agency's failure to list an exemption shall not affect the efficacy of any exemption.

(3) Each local agency shall maintain and make available for public inspection and copying a current index providing identifying information as to the following records issued, adopted, or promulgated after January 1, 1973:

(a) Final opinions, including concurring and dissenting opinions, as well as orders, made in the adjudication of cases;

(b) Those statements of policy and interpretations of policy, statute, and the Constitution which have been adopted by the agency;

(c) Administrative staff manuals and instructions to staff that affect a member of the public;

(d) Planning policies and goals, and interim and final planning decisions;

(e) Factual staff reports and studies, factual consultant's reports and studies, scientific reports and studies, and any other factual information derived from tests, studies, reports, or surveys, whether conducted by public employees or others; and

(f) Correspondence, and materials referred to therein, by and with the agency relating to any regulatory, supervisory, or enforcement responsibilities of the agency, whereby the agency determines, or opines upon, or is asked to determine or opine upon, the rights of the state, the public, a subdivision of state government, or of any private party.

(4) A local agency need not maintain such an index, if to do so would be unduly burdensome, but it shall in that event:

(a) Issue and publish a formal order specifying the reasons why and the extent to which compliance would unduly burden or interfere with agency operations; and

(b) Make available for public inspection and copying all indexes maintained for agency use.

(5) Each state agency shall, by rule, establish and implement a system of indexing for the identification and location of the following records:

(a) All records issued before July 1, 1990, for which the agency has maintained an index;

(b) Final orders entered after June 30, 1990, that are issued in adjudicative proceedings as defined in RCW 34.05.010 and that contain an analysis or decision of substantial importance to the agency in carrying out its duties;

(c) Declaratory orders entered after June 30, 1990, that are issued pursuant to RCW 34.05.240 and that contain an analysis or decision of substantial importance to the agency in carrying out its duties;

(d) Interpretive statements as defined in RCW 34.05.010 that were entered after June 30, 1990; and

(e) Policy statements as defined in RCW 34.05.010 that were entered after June 30, 1990.

Rules establishing systems of indexing shall include, but not be limited to, requirements for the form and content of the index, its location and availability to the public, and the schedule for revising or updating the index. State agencies that have maintained indexes for records issued before July 1, 1990, shall continue to make such indexes available for public inspection and copying. Information in such indexes may be

incorporated into indexes prepared pursuant to this subsection. State agencies may satisfy the requirements of this subsection by making available to the public indexes prepared by other parties but actually used by the agency in its operations. State agencies shall make indexes available for public inspection and copying. State agencies may charge a fee to cover the actual costs of providing individual mailed copies of indexes.

(6) A public record may be relied on, used, or cited as precedent by an agency against a party other than an agency and it may be invoked by the agency for any other purpose only if:

- (a) It has been indexed in an index available to the public; or
- (b) Parties affected have timely notice (actual or constructive) of the terms thereof.

(7) Each agency may establish, maintain, and make available for public inspection and copying a statement of the actual costs that it charges for providing photocopies or electronically produced copies, of public records and a statement of the factors and manner used to determine the actual costs. Any statement of costs may be adopted by an agency only after providing notice and public hearing.

(a)(i) In determining the actual cost for providing copies of public records, an agency may include all costs directly incident to copying such public records including:

- (A) The actual cost of the paper and the per page cost for use of agency copying equipment; and
- (B) The actual cost of the electronic production or file transfer of the record and the use of any cloud-based data storage and processing service.

(ii) In determining other actual costs for providing copies of public records, an agency may include all costs directly incident to:

- (A) Shipping such public records, including the cost of postage or delivery charges and the cost of any container or envelope used; and
- (B) Transmitting such records in an electronic format, including the cost of any transmission charge and use of any physical media device provided by the agency.

(b) In determining the actual costs for providing copies of public records, an agency may not include staff salaries, benefits, or other general administrative or overhead charges, unless those costs are directly related to the actual cost of copying the public records. Staff time to copy and send the requested public records may be included in an agency's costs.

(8) This chapter shall not be construed as giving authority to any agency, the office of the secretary of the senate, or the office of the chief clerk of the house of representatives to give, sell or provide access to lists of individuals requested for commercial purposes, and agencies, the office of the secretary of the senate, and the office of the chief clerk of the house of representatives shall not do so unless specifically authorized or directed by law: PROVIDED, HOWEVER, That lists of applicants for professional licenses and of professional licensees shall be made available to those professional associations or educational organizations recognized by their professional licensing or examination board, upon payment of a reasonable charge therefor: PROVIDED FURTHER, That such recognition may be refused only for a good cause pursuant to a hearing under the provisions of chapter **34.05** RCW, the administrative procedure act.

[**2017 c 304 s 1**; **2005 c 274 s 284**; **1997 c 409 s 601**. Prior: **1995 c 397 s 11**; **1995 c 341 s 1**; **1992 c 139 s 3**; **1989 c 175 s 36**; **1987 c 403 s 3**; **1975 1st ex.s. c 294 s 14**; **1973 c 1 s 26** (Initiative Measure No. 276, approved November 7, 1972). Formerly RCW **42.17.260**.]

NOTES:

Part headings—Severability—1997 c 409: See notes following RCW **43.22.051**.

Effective date—1989 c 175: See note following RCW **34.05.010**.

Intent—Severability—1987 c 403: See notes following RCW **42.56.050**.

Exemption for registered trade names: RCW **19.80.065**.

*Paid family and medical leave information: RCW **50A.05.020**(4).*

**CONTRACT FOR INDIGENT DEFENSE SERVICES
FOR THE CITY OF COLLEGE PLACE, WASHINGTON**

WHEREAS, the City of College Place, Washington (hereinafter “City”) provides public defense services pursuant to contract for indigent defendants appearing before the Walla Walla County District Court (“District Court”); and

WHEREAS, the City has adopted standards for the provision of public defense services, and

WHEREAS, the City, wishes to engage the services of skilled criminal defense counsel to provide services to indigent defendants, NOW THEREFORE

In consideration of the mutual benefits to be derived and the promises contained herein, the City of College Place, a Washington municipal corporation (“City”) and with qualified attorneys practicing under the employ of Ponti Law, PLLC (the “Attorneys”) have entered into this Agreement.

1. Scope of Services, Standards and Warranties. The Attorneys will provide indigent defense services in nonfelony matters before the Walla Walla District Court arising out of College Place, Washington. The decision of the Honorable Robert S. Lasik in *Wilbur v. Mt. Vernon, et al* (“Decision”), details affirmative duties and obligations of the Attorneys and ultimately the City. The Attorneys individually warrant that they, and every attorney and/or intern employed by or independently contracted with the Attorneys, shall perform services under this contract, and that they have read and are fully familiar with the provisions of the Washington Supreme Court rule, the Washington State Bar Association Standards, and the Standards adopted by the City. Compliance with these Standards and guidance provided by the Decision goes to the essence of this Agreement.

1.1 The Attorneys and every attorney and/or intern performing services under this Agreement shall certify compliance with the Supreme Court Caseload Standards quarterly with the District Court on the form established for that purpose by court rule. A copy of each such certification shall be provided to the City contemporaneously with filing with the District Court. The Attorneys, and any attorney and/or intern performing services under this agreement warrant that he/she/they will conform to the case load limitations, not only with respect to services under this Agreement, but also with respect to his/her/their practice as a whole, including other contracts for public defense and/or private practice.

1.2 By way of illustration and not limitation, the Attorneys have proposed compensation levels, staffing and infrastructure that provide the capacity and resources to meet the Standards including affirmative efforts to contact a client who fails to appear for an appointment and document those efforts. In so doing, the Attorneys maintain discretion to delegate cases to independent contractors on an as needed basis. Examples of necessity include but are not limited to bar association case load caps, conflicts of interest, irreconcilable differences that do not amount to imputed office conflicts of interest, etc. Should the need arise to delegate cases, the Attorneys will ensure any representation therein meet or exceed the standards agreed herein as stated in

section 9 of this agreement.

1.3 The Attorneys will maintain contemporaneous records daily documenting all work performed on a 1/10 of an hour (6 minute) increment on each assigned case for any day engaged in services under this agreement. The Attorneys will maintain and provide to the City a quarterly report detailing:

1.3.1 The number of cases assigned during the period and the time spent on each case;

1.3.2 The disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed by plea;

1.3.3 The percentage of the Attorneys' practice spent on matters appointed under this agreement.

1.3.4 The Attorneys will provide confirmation of continuing education courses in the area of criminal law and defense annually and in accord with Washington State Bar Association ("WSBA") standards and hereby warrants compliance with WSBA education requirements.

1.3.5 The Attorneys will maintain and provide to the City all data, information and case files referenced in this agreement and any and all other information reasonably requested by the City or a successor, so long as consistent with the attorney-client privilege and confidentiality, any protective order entered by a court of competent jurisdiction, or any other applicable restrictions per court rule, professional rules of responsibility, statutes, or case law.

1.3.6 The Attorneys shall promptly report a sustained disciplinary action by the Washington State Bar Association or a finding by a court of competent jurisdiction that an attorney has been found to have provided ineffective assistance of counsel.

1.4 The Attorneys will use a free "do not record" phone line to contact incarcerated indigent defendants and take reasonable measures consistent with local practice to ensure confidentiality of contacts with incarcerated defendants.

1.5 The Attorneys shall, with respect to any jail or other incarceration facility in which an assigned defendant is incarcerated:

1.5.1 Review forms from the jail or other incarceration facility to assure that they accurately advise clients whether written communications are confidential; and

1.5.2 With reference to any indigent defendant client being held in an out-of-county jail or other incarceration facility, determine what arrangements have been made to allow clients to maintain confidential communications with their attorney and timely notify the City if no such arrangements are in place.

1.6 The Attorneys shall maintain client complaints regarding his services received in a log as well as in the client's file and shall follow up on complaints within three (3) court days. Copies of the complaint log shall be provided to the City on a quarterly basis or upon its request on the form developed by the City. The Attorneys shall cooperate to the full extent consistent with preservation of the attorney-client privilege and any protective order, with review of Complaints by the City or other outside resource contracted with by the City to review the Attorneys' performance under this contract.

1.7 The Attorneys warrant that his/her compensation, reflected in Section 2 Compensation,

reflects all infrastructure, support, administrative services, and systems necessary to comply with the Standards.

1.8 The Attorneys providing services under this Agreement shall each earn at least seven (7) CLE credits per year in areas relevant to the criminal law, as well as misdemeanor or public defense practice. The Attorneys shall document training annually by providing the City with a list of all trainings attended by the Attorneys and staff during each year of the contract. Any training which results in a CLE credit shall be so designated showing the CLE credit given for such training.

1.9 The Attorneys shall implement a system to collect the following information, (“Data Points”). The information gathered shall include:

- 1.9.1 The number of cases assigned to each attorney authorized as a service provider each month, with the year-to-date total;
- 1.9.2 The number of cases subcontracted to other attorneys pursuant to this agreement. The Attorneys are responsible for providing records on behalf of subcontractors as required in this section;
- 1.9.3 The number of closed cases in which interpreter services requested, either in court or for utilization by the Attorneys; and
- 1.9.4 The number of attorneys and investigator hours per closed case.

1.10 The parties will communicate regularly regarding the information collected both under this Agreement and pursuant to the other Data Points. The parties will calendar meetings at least annually as may be necessary to review the data collected and its significance. Attorneys agree to cooperate and communicate with the City to the full extent consistent with preservation of the attorney/client privilege.

1.11 The Attorneys shall provide counsel to defendants at arraignment and preliminary appearances regardless of whether they have been screened.

1.12 The Attorneys’ preparation and appearance at arraignment where an attorney appears without a case assignment shall be counted at 0.20 case per hour in determining case counts and compensation review under Section 2.6.

1.13 The Attorneys shall file a notice of withdraw with the Walla Walla District Court upon case disposition.

1.14 The Attorneys shall provide counsel to defendants subjected to show cause for probation violations at 1/3 of a case upon appointment from the Walla Walla District Court.

2. Base Compensation. Effective January 1, 2025, the City shall pay the Attorneys for services rendered under this contract as follows:

For year 2025, the sum of five-hundred, fifty dollars (\$550.00) per case equaling one-hundred, thirty-seven thousand, five hundred dollars (\$137,500.00.) per year for the 250 assigned cases even if the actual assigned caseload ends up being less than 250 cases for the year. Based on the projected annual compensation, the Attorneys will be paid 1/12 of the of annualized amount of eleven-thousand, four hundred, fifty eight dollars and thirty three cents (\$11,458.33) per month

from January through December, 2025. Should the assigned cases for the Attorneys exceed the contracted caseload or the year, the City will compensate the Attorneys additionally at the current fee per case. An additional five hundred dollars (\$500.00) per case will be allotted to the Attorneys under the City's SPAR contract, if applicable, for charges arising from the use, possession, or consumption of illicit substances.

For year 2026, the sum of five-hundred, forty-one dollars (\$569.00) per case equaling one-hundred, forty-two thousand, two hundred fifty dollars (\$142,250.00) for the 250 assigned cases even if the actual assigned caseload ends up being less than 250 cases for the year. Based on the projected annual compensation, the Attorneys will be paid 1/12 of the of annualized amount of eleven thousand eight-hundred fifty-four dollars and sixteen cents (\$11,854.16) per month from January 1 through December 31, 2026. Should the assigned cases for the Attorneys exceed the contracted caseload or the year, the City will compensate the Attorneys additionally at current fee per case. An additional five hundred dollars (\$500.00) per case will be allotted to the Attorneys under the City's SPAR contract, if applicable, for charges arising from the use, possession, or consumption of illicit substances.

For year 2027, the sum of five-hundred, eighty-eight dollars (\$588.00) per case equaling one-hundred, forty-seven thousand dollars (\$147,000.00) per year for the 250 assigned cases even if the actual assigned caseload ends up being less than 250 cases for the year. Based on the projected annual compensation, the Attorneys will be paid 1/12 of the of annualized amount of twelve thousand two-hundred fifty dollars (\$12,250.00) per month from January 1 through December 31, 2027. Should the assigned cases for the Attorneys exceed the contracted caseload or the year, the City will compensate the Attorneys additionally at current fee per case. An additional five hundred dollars (\$500.00) per case will be allotted to the Attorneys under the City's SPAR contract, if applicable, for charges arising from the use, possession, or consumption of illicit substances.

The compensation amount represents the salary and benefits necessary for the Attorneys performing anticipated work on (250) assigned cases and all infrastructure, support, and systems necessary to comply with the Standards. As provided in Section 2.6 and its sub-paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load, if any. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense services will comply with the Standards with an adequate reserve capacity for the Attorneys. The Attorneys additionally agree and promise that he/she/they will devote his/her/their full effort to the performance of this Agreement and will undertake no private practice of law or other public defense contract that would impede his/her/their ability to perform under this Agreement.

2.1 Case Counts. Based upon case counts maintained by Attorneys and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately two-hundred and fifty (250) per year. As provided in the Standards, the case counts also include the Attorneys' appearances at all arraignment calendars. (See Section 1.11 and 1.12 above). The terms "case" and "credit" shall be defined as provided in the Standards. The City has adopted an unweighted case count.

2.2 Adjustment; Internal Allocation. As provided in the Standards, compensation may be revised upwards. Upon the Attorneys' request, the City shall review any particular case with the Attorneys to determine whether greater compensation should be assigned, and upward revisions

shall not be unreasonably refused.

2.3 Base Compensation. Except as expressly provided in Section 2.4 and 2.5, the cost of all infrastructure, administrative support and systems, as well as standard overhead services necessary to comply with the established standards is included in the base payment provided in Section 2.1 above.

2.4 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when approved by the District Court from funds available for that purpose. Unless the services are performed by the Attorneys' staff or paraprofessional subcontractors, such as translator(s) or investigator(s), non-routine expenses include, but are not limited to:

2.4.1 medical and psychiatric evaluations;

2.4.2 expert witness fees and expenses;

2.4.3 interpreters;

2.4.4 polygraph, forensic and other scientific tests;

2.4.5 a computerized or other legal research which is not typically maintained as a part of defense counsel legal libraries or research capabilities;

2.4.6 investigation expenses; and

2.4.7 any other expenses the District Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2.5 The City shall pay or reimburse the following:

2.5.1 Lay Witness Fees. Lay witness fees and mileage incurred in bringing defense witnesses to court, including but not limited to, salary or expenses of law enforcement officers required to accompany incarcerated witnesses;

2.5.2 Copying Client's Files. The actual cost of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

2.5.3 Copying Direct Appeal Transcripts Supreme Court Rules for the Administration of Courts of Limited Jurisdiction RALJ Appeals. The actual cost of preparing and making copies of direct appeal transcripts for representation in post-conviction relief cases;

2.5.4 Records. To the extent such materials are not provided through discovery, the cost of acquiring medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs; and

2.5.5 Process Service. The normal, reasonable cost for the service of a subpoena.

2.6 Review and Renegotiation.

2.6.1 Due to Increases or Decreases in Caseload. The City and the Attorneys shall, at the option of either party, renegotiate this contract if there is a significant increase or decrease in the number of cases assigned. "Significant" shall mean a change of more than ten percent (10%) in the number of cases assigned. If cases are estimated to approach or exceed two-hundred (200) cases per year or fifty (50) cases per quarter, the parties may renegotiate this contract to increase case coverage and compensation to the Attorneys. At the request of either party, the City and the Attorneys will periodically review case assignment trends, requests for additional credits and any other matters needed to determine contract compliance or necessary contract modifications. The Attorneys shall promptly notify the City when quarterly caseloads require use of overflow or

conflict counsel to assure that cases assigned to the Attorneys remain within the limits adopted in this contract and comply with state and local standards.

2.6.2 Renegotiation Due to Change in Rule or Standard. This contract may be renegotiated at the option of either party if the Washington State Supreme Court significantly modifies the Standards for Indigent Defense adopted pursuant to the Court rule.

3. Term. The term of this Agreement shall be from January 1, 2025 through December 31, 2027, unless sooner terminated as provided herein.

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

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

3.3 Termination on Cessation of the District Court. In the event that the City in its sole discretion chooses to terminate its contract with District Court, this Agreement shall expire following one (1) year written notice by the City to the Attorney.

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

3.4.1 Representation. The compensation established in this Agreement compensates the Attorneys for services relating to each and every assigned case. Therefore, in the event this Agreement is terminated pursuant to Sections 3.2 and 3.3 above, the Attorneys will continue to represent clients on assigned cases set for trial to be held within sixty (60) days of the date of termination until a case is concluded on the trial court level or the client fails to appear for a scheduled court appearance.

3.4.2 The provisions of Sections 1 and 5, as well as this subsection of 3.4 survive termination as to the Attorneys. The City shall remain bound by the provisions of Section 2.4 and its subsections with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Attorneys nor any person acting on behalf of the Attorneys shall, by reason of race, creed, color, national origin, sex, sexual orientation, including gender identity, honorably discharged veterans or military status, or the presence of any sensory, mental, or physical disability, HIV/AIDS and Hepatitis C status, or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available

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

5. Indemnification.

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

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

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

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

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

6.1 Minimum Scope of Insurance. At minimum, The Attorneys shall obtain insurance of the types described below, naming the City as additional named insureds:

6.1.1 Professional Liability (Errors and Omissions) for the Attorneys with a minimum limit of liability of \$500,000 per claim and \$1,000,000 aggregate.

6.1.2 Workers' Compensation per statutory requirements of Washington industrial insurance RCW Title 51.

6.2 Verification of Coverage. The Attorneys shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Contract, if needed. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract.

7. Work Performed by the Attorneys. In addition to compliance with the Standards, in the performance of work under this Agreement, the Attorneys shall comply with all federal, state and

municipal laws, ordinances, rules and regulations which are applicable to Attorneys' business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

8. Work Performed at the Attorneys' Risk. The Attorneys shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorneys' own risk, and the Attorneys shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. The Attorneys shall also pay his/her/their employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services and Subcontracting. This Agreement has been entered into in consideration of the Attorneys' particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Attorneys have personally signed this Agreement below to indicate that he/she/they are bound by its terms. The Attorneys understand it is solely his/her/their responsibility to ensure any subcontractors are licensed, qualified, similarly skilled, and available for appointment prior to filing a notice of substitution of counsel. The Attorneys are solely responsible for the costs of representation by any subcontractor, not including additional costs listed under sections 2.4 or 2.5 of this agreement.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Attorneys. With the approval of the City, an additional attorney may be added to this Agreement by adding his or her signature to this agreement.

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

11.1 Notice of Termination of Conflict Contract. The "Contract for Conflict Public Defender City of College Place" agreement, entered into by Ponti & Wernette P.S. and the City of College Place on February 26, 2019 is no longer necessary and is hereby void. Conflict cases are contemplated in section 9 of this agreement.

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

CONTRACT ADMINISTRATOR:
Mike Rizzitiello
City Administrator

ATTORNEYS:
Ponti Law Office, PLLC
Bryan Ponti & Alex Biel

625 S. College Ave.,
College Place, WA 99324
Email: mrizzitiello@cpwa.us
Phone: 509-394-8506

6 E. Alder, #425
Walla Walla, WA 99362
Email: bryan@ponti.law; alex@ponti.law
Phone: 509-525-5090

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

14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Contract Administrator, whose decision shall be final. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Attorneys and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorney's fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Whatcom County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____
day of _____, 202__.

CITY OF COLLEGE PLACE

By: _____
Norma Hernandez, Mayor

ATTEST/AUTHENTICATED:

By _____
City Clerk

APPROVED AS TO FORM:
OFFICE OF CITY ATTORNEY

By: _____

ATTORNEYS

By: _____
Alexander Biel, WSBA 49802

By: _____
Bryan Ponti, WSBA 44155

**CONTRACT FOR INDIGENT DEFENSE SERVICES
FOR THE CITY OF COLLEGE PLACE, WASHINGTON**

WHEREAS, the City of College Place, Washington (hereinafter “City”) provides public defense services pursuant to contract for indigent defendants appearing before the Walla Walla County District Court (“District Court”); and

WHEREAS, the City has adopted standards for the provision of public defense services, and

WHEREAS, the City, wishes to engage the services of skilled criminal defense counsel to provide services to indigent defendants, NOW THEREFORE

In consideration of the mutual benefits to be derived and the promises contained herein, the City of College Place, a Washington municipal corporation (“City”) and with qualified attorneys practicing under the employ of Ponti Law, PLLC (the “Attorneys”) have entered into this Agreement.

1. Scope of Services, Standards and Warranties. The Attorneys will provide indigent defense services in nonfelony matters before the Walla Walla District Court arising out of College Place, Washington. The decision of the Honorable Robert S. Lasik in *Wilbur v. Mt. Vernon, et al* (“Decision”), details affirmative duties and obligations of the Attorneys and ultimately the City. The Attorneys individually warrant that they, and every attorney and/or intern employed by or independently contracted with the Attorneys, shall perform services under this contract, and that they have read and are fully familiar with the provisions of the Washington Supreme Court rule, the Washington State Bar Association Standards, and the Standards adopted by the City. Compliance with these Standards and guidance provided by the Decision goes to the essence of this Agreement.

1.1 The Attorneys and every attorney and/or intern performing services under this Agreement shall certify compliance with the Supreme Court Caseload Standards quarterly with the District Court on the form established for that purpose by court rule. A copy of each such certification shall be provided to the City contemporaneously with filing with the District Court. The Attorneys, and any attorney and/or intern performing services under this agreement warrant that he/she/they will conform to the case load limitations, not only with respect to services under this Agreement, but also with respect to his/her/their practice as a whole, including other contracts for public defense and/or private practice.

1.2 By way of illustration and not limitation, the Attorneys have proposed compensation levels, staffing and infrastructure that provide the capacity and resources to meet the Standards including affirmative efforts to contact a client who fails to appear for an appointment and document those efforts. In so doing, the Attorneys maintain discretion to delegate cases to independent contractors on an as needed basis. Examples of necessity include but are not limited to bar association case load caps, conflicts of interest, irreconcilable differences that do not amount to imputed office conflicts of interest, etc. Should the need arise to delegate cases, the Attorneys will ensure any representation therein meet or exceed the standards agreed herein as stated in

section 9 of this agreement.

1.3 The Attorneys will maintain contemporaneous records daily documenting all work performed on a 1/10 of an hour (6 minute) increment on each assigned case for any day engaged in services under this agreement. The Attorneys will maintain and provide to the City a quarterly report detailing:

1.3.1 The number of cases assigned during the period and the time spent on each case;

1.3.2 The disposition of cases assigned indicating the number of cases dismissed, the number of cases in which charges were reduced, the number of cases tried, and the number of cases disposed by plea;

1.3.3 The percentage of the Attorneys' practice spent on matters appointed under this agreement.

1.3.4 The Attorneys will provide confirmation of continuing education courses in the area of criminal law and defense annually and in accord with Washington State Bar Association ("WSBA") standards and hereby warrants compliance with WSBA education requirements.

1.3.5 The Attorneys will maintain and provide to the City all data, information and case files referenced in this agreement and any and all other information reasonably requested by the City or a successor, so long as consistent with the attorney-client privilege and confidentiality, any protective order entered by a court of competent jurisdiction, or any other applicable restrictions per court rule, professional rules of responsibility, statutes, or case law.

1.3.6 The Attorneys shall promptly report a sustained disciplinary action by the Washington State Bar Association or a finding by a court of competent jurisdiction that an attorney has been found to have provided ineffective assistance of counsel.

1.4 The Attorneys will use a free "do not record" phone line to contact incarcerated indigent defendants and take reasonable measures consistent with local practice to ensure confidentiality of contacts with incarcerated defendants.

1.5 The Attorneys shall, with respect to any jail or other incarceration facility in which an assigned defendant is incarcerated:

1.5.1 Review forms from the jail or other incarceration facility to assure that they accurately advise clients whether written communications are confidential; and

1.5.2 With reference to any indigent defendant client being held in an out-of-county jail or other incarceration facility, determine what arrangements have been made to allow clients to maintain confidential communications with their attorney and timely notify the City if no such arrangements are in place.

1.6 The Attorneys shall maintain client complaints regarding his services received in a log as well as in the client's file and shall follow up on complaints within three (3) court days. Copies of the complaint log shall be provided to the City on a quarterly basis or upon its request on the form developed by the City. The Attorneys shall cooperate to the full extent consistent with preservation of the attorney-client privilege and any protective order, with review of Complaints by the City or other outside resource contracted with by the City to review the Attorneys' performance under this contract.

1.7 The Attorneys warrant that his/her compensation, reflected in Section 2 Compensation, reflects all infrastructure, support, administrative services, and systems necessary to comply with

the Standards.

1.8 The Attorneys providing services under this Agreement shall each earn at least seven (7) CLE credits per year in areas relevant to the criminal law, as well as misdemeanor or public defense practice. The Attorneys shall document training annually by providing the City with a list of all trainings attended by the Attorneys and staff during each year of the contract. Any training which results in a CLE credit shall be so designated showing the CLE credit given for such training.

1.9 The Attorneys shall implement a system to collect the following information, (“Data Points”). The information gathered shall include:

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caseload or the year, the City will compensate the Attorneys additionally at the current fee per case. An additional five hundred dollars (\$500.00) per case will be allotted to the Attorneys under the City's SPAR contract, if applicable, for charges arising from the use, possession, or consumption of illicit substances.

The compensation amount represents the salary and benefits necessary for the Attorneys performing anticipated work on (250) assigned cases and all infrastructure, support, and systems necessary to comply with the Standards. As provided in Section 2.6 and its sub-paragraphs below, the parties will periodically review staffing in light of changes in court rule and case load, if any. The parties believe that they have provided sufficient capacity to ensure that, in all respects and at all times, public defense services will comply with the Standards with an adequate reserve capacity for the Attorneys. The Attorneys additionally agree and promise that he/she/they will devote his/her/their full effort to the performance of this Agreement and will undertake no private practice of law or other public defense contract that would impede his/her/their ability to perform under this Agreement.

2.1 Case Counts. Based upon case counts maintained by Attorneys and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately two-hundred and fifty (250) per year. As provided in the Standards, the case counts also include the Attorneys' appearances at all arraignment calendars. (See Section 1.11 and 1.12 above). The terms "case" and "credit" shall be defined as provided in the Standards. The City has adopted an unweighted case count.

2.2 Adjustment; Internal Allocation. As provided in the Standards, compensation may be revised upwards. Upon the Attorneys' request, the City shall review any particular case with the Attorneys to determine whether greater compensation should be assigned, and upward revisions shall not be unreasonably refused.

2.3 Base Compensation. Except as expressly provided in Section 2.4 and 2.5, the cost of all infrastructure, administrative support and systems, as well as standard overhead services necessary to comply with the established standards is included in the base payment provided in Section 2.1 above.

2.4 Payments in Addition to the Base Compensation. The City shall pay for the following case expenses when approved by the District Court from funds available for that purpose. Unless the services are performed by the Attorneys' staff or paraprofessional subcontractors, such as translator(s) or investigator(s), non-routine expenses include, but are not limited to:

- 2.4.1 medical and psychiatric evaluations;
- 2.4.2 expert witness fees and expenses;
- 2.4.3 interpreters;
- 2.4.4 polygraph, forensic and other scientific tests;
- 2.4.5 a computerized or other legal research which is not typically maintained as a part of defense counsel legal libraries or research capabilities;
- 2.4.6 investigation expenses; and
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2.5.4 Records. To the extent such materials are not provided through discovery, the cost of acquiring medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs; and

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3.4.1 Representation. The compensation established in this Agreement compensates the Attorneys for services relating to each and every assigned case. Therefore, in the event this Agreement is terminated pursuant to Sections 3.2 and 3.3 above, the Attorneys will continue to represent clients on assigned cases set for trial to be held within sixty (60) days of the date of termination until a case is concluded on the trial court level or the client fails to appear for a scheduled court appearance.

3.4.2 The provisions of Sections 1 and 5, as well as this subsection of 3.4 survive termination as to the Attorneys. The City shall remain bound by the provisions of Section 2.4 and its subsections with respect to additional costs incurred with respect to cases concluded after the termination of this contract.

4. Nondiscrimination. Neither the Attorneys nor any person acting on behalf of the Attorneys shall, by reason of race, creed, color, national origin, sex, sexual orientation, including gender identity, honorably discharged veterans or military status, or the presence of any sensory, mental, or physical disability, HIV/AIDS and Hepatitis C status, or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

5. Indemnification.

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

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

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

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

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

6.1 Minimum Scope of Insurance. At minimum, The Attorneys shall obtain insurance of the types described below, naming the City as additional named insureds:

6.1.1 Professional Liability (Errors and Omissions) for the Attorneys with a minimum limit of liability of \$500,000 per claim and \$1,000,000 aggregate.

6.1.2 Workers' Compensation per statutory requirements of Washington industrial insurance RCW Title 51.

6.2 Verification of Coverage. The Attorneys shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. Policies shall provide thirty (30) days written notice of cancellation to the City. The Public Defender shall provide the City with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Contract, if needed. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract.

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

8. Work Performed at the Attorneys' Risk. The Attorneys shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorneys' own risk, and the Attorneys shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. The Attorneys shall also pay his/her/their employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

9. Personal Services and Subcontracting. This Agreement has been entered into in consideration of the Attorneys' particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Attorneys have personally signed this Agreement below to indicate that he/she/they are bound by its terms. The Attorneys understand it is solely his/her/their responsibility to ensure any subcontractors are licensed, qualified, similarly skilled, and available for appointment prior to filing a notice of substitution of counsel. The Attorneys are solely responsible for the costs of representation by any subcontractor, not including additional costs listed under sections 2.4 or 2.5 of this agreement.

10. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the City and the Attorneys. With the approval of the City, an additional attorney may be added to this Agreement by adding his or her signature to this agreement.

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

11.1 Notice of Termination of Conflict Contract. The “Contract for Conflict Public Defender City of College Place” agreement, entered into by Ponti & Wernette P.S. and the City of College Place on February 26, 2019 is no longer necessary and is hereby void. Conflict cases are contemplated in section 9 of this agreement.

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

CONTRACT ADMINISTRATOR:

Mike Rizzitiello
City Administrator
625 S. College Ave.,
College Place, WA 99324
Email: mrizzitiello@cpwa.us
Phone: 509-394-8506

ATTORNEYS:

Ponti Law, PLLC
Bryan Ponti & Alex Biel
6 E. Alder, #425
Walla Walla, WA 99362
Email: bryan@ponti.law; alex@ponti.law
Phone: 509-525-5090

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

14. Resolutions of Disputes, Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Contract Administrator, whose decision shall be final. Nothing herein shall be construed to obligate, require or permit the City, its officers, agents, or employees to inquire into any privileged communication between the Attorneys and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorney’s fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in Whatcom County Superior Court.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____
day of _____, 202__.

CITY OF COLLEGE PLACE

By: _____
Norma Hernandez, Mayor

ATTEST/AUTHENTICATED:

By _____
City Clerk

APPROVED AS TO FORM:
OFFICE OF CITY ATTORNEY

By: _____

ATTORNEYS

By: _____
Alexander Biel, WSBA 49802

By: _____
Bryan Ponti, WSBA 44155