

Tuesday, April 8, 2025
City Council Meeting - Hybrid (In-Person & Electronic)

7:00 P.M.

#2158 Regular City Council Meeting - Hybrid (In-Person & Electronic)

Agenda: <https://go.boarddocs.com/wa/cocp/Board.nsf/goto?open&id=DF5U327A05B9>

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/81530888588>

Or you may call this number to listen: 1-669-900-9128 ID#81530888588 Phone controls: *6 - toggle mute /un-mute and *9 - raise hand

1. Opening Items.

Subject :	1.01 Call To Order
Meeting :	Apr 8, 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 :	Apr 8, 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 Members Loren Peterson,
Melodie Williams,
Heather Schermann,
Monica Boyle

Administrator, Mike Rizzitiello;

City Attorney, Eric Ferguson;

Finance Director, Brian Carleton;

Staff Public Works Director, Robert McAndrews;

Police Chief, Troy Tomaras;

Community Development Director, Jon Rickard;

Deputy City Clerk, Rhett Beardemphl

Subject : 1.03 Pledge of Allegiance
Meeting : Apr 8, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category : 1. Opening Items.
Access : Public
Type : Procedural

Public Content

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

Subject : 1.04 Public Comment -
Meeting : Apr 8, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category : 1. Opening Items.
Access : Public
Type : Information

Public Content

Council meetings are primarily structured to permit Council Membersto 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 25092 - Approve Agenda for April 8, 2025
Meeting :	Apr 8, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to approve the agenda for 04/08 /2025.

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 25093 - Approve Council Minutes from March 25, 2025
Meeting :	Apr 8, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.

Access :	Public
Type :	Action (Consent), Minutes
Recommended Action :	Motion to approve Council Meeting Minutes from 3/25 /2025.
Minutes :	View Minutes for Mar 25, 2025 - City Council Meeting - Hybrid (In-Person & Electro

File Attachments

[3-25-2025 Minutes.pdf \(707 KB\)](#)

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 25094 - ROW Procedure Resolution
Meeting :	Apr 8, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Apr 08, 2025
Absolute Date :	Apr 08, 2025
Fiscal Impact :	No
Budgeted :	No
Budget Source :	NA
Recommended Action :	Motion to approve Resolution No. 25-028 adopting Right of Way Procedures for real property acquisitions and relocation activities on projects administered by the City of College Place

Public Content

Historical Perspective:

The last updated Resolution was in 2023

Information for Consideration:

Council approved the ROW Procedures for adding the Capital Project Manager to the approved authorized list on 3/25/2025

File Attachments

[20250326145610837.pdf \(3.145 KB\)](#)
[Resolution No. 25-028 Right of Way Resolution .pdf \(148 KB\)](#)

Consent

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Subject :	2.04 AB 25095 - Equipment purchases as approved in the 2025 Equipment Replacement Plan
Meeting :	Apr 8, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Apr 08, 2025
Absolute Date :	Apr 08, 2025
Fiscal Impact :	Yes
Dollar Amount :	\$609,135.47
Budgeted :	Yes
Budget Source :	Fund 320 - 2025 Equipment Repair and Replacement Fund
Recommended Action :	Motion to authorize Administration to execute lease agreement with Bancorp for the yearly amount of \$100,252.26 per year for 6 years for 7 police vehicles. As well as the purchase of a parks trailer for \$7,622.00.

Public Content

Historical Perspective:

The City made a decision to lease police vehicles at the beginning of 2019. This acquisition includes the next group of vehicles due for replacement under the program. The purchase was approved by council in the ER&R capital budget during the 2025 budget process. Six of the current vehicles will be disposed of. The seventh police vehicle purchased is for the new Police Captain and that was also approved in 2025 ER&R plan. We will be using the Bancorp leasing company again for these leases, and is justified as a sole source acquisition due to the current relationship we have with Bancorp. The sole source documentation is attached. The shop will be outfitting these new units, so we will be saving money by not having to pay the services of an outside vendor.

The purchase of the parks trailer was included in the 2025 ER&R budget and the vendor is selected from the state bid site.

Information for Consideration:

File Attachments

[Bancorp Master Lease Agreement.pdf \(361 KB\)](#)

[2025 Police vehicle leases.pdf \(69 KB\)](#)

[2025 Bancorp Sole Source.pdf \(103 KB\)](#)

[2025 parks trailer quote.pdf \(24 KB\)](#)

Consent

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Subject :	2.05 AB 25096 - Excusing the Absence of Council Member Jessup
Meeting :	Apr 8, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to excuse the absence of Council Member Jessup.

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 :	2.06 AB 25103 - Excusing the Absence of Council Member Boyle
Meeting :	Apr 8, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to excuse the absence of Council Member Boyle.

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 :	2.07 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.
Meeting :	Apr 8, 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

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

3. Presentations.

Subject :	3.01 AB 25097 - Swearing in Ceremony for Captain Kris Schweigert - Chief Tomaras
Meeting :	Apr 8, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	3. Presentations.
Access :	Public
Type :	Procedural

Public Content

Historical Perspective:

The College Place Police Department Captain position has been vacant. Through an application process, the Police Department has identified Kris Schweigert to be our new Captain. Kris has 34 years of LE experience.

Information for Consideration:

File Attachments

[OATH OF OFFICE - Captain appointment 2025.pdf \(74 KB\)](#)

Subject :	3.02 AB 25098 - 2024 CPPD Annual Report - Chief Tomaras
Meeting :	Apr 8, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	3. Presentations.
Access :	Public
Type :	Reports

Public Content

Historical Perspective:

Each year Chief Tomaras shares the College Place Police Department Annual Report

Information for Consideration:

File Attachments

[2024 Annual Report.pdf \(4.594 KB\)](#)

Subject :	3.03 AB 25099 - 2024 CPPD Bias Report - Chief Tomaras
Meeting :	Apr 8, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	3. Presentations.
Access :	Public
Type :	Reports

Public Content

Historical Perspective:

Each year the Chief of Police conducts a Bias in Policing study. This is a briefing of the 2024 Bias Report.

Information for Consideration:

File Attachments

[CPPD 2024 Bias Report.pdf \(1,021 KB\)](#)

4. Public Hearings - None.

5. Action Items.

Subject :	5.01 AB 25100 - General Sewer Plan Update - Mr. McAndrews
Meeting :	Apr 8, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Apr 08, 2025
Absolute Date :	Apr 08, 2025
Fiscal Impact :	Yes
Dollar Amount :	\$70,000.00
Budgeted :	Yes
Budget Source :	Washington State Department of Ecology
Recommended Action :	Motion to authorize City Administrator or designee to sign Agreement for Professional Services authorizing JUB engineers to complete the General Sewer Plan Update for the lump sum amount of \$70,000.

Public Content

Historical Perspective:

JUB previously developed the City's existing General Sewer Plan (GSP). Ecology funded a number of projects identified on the existing GSP, requiring the GSP to be updated so new projects can be identified and be eligible for future funding.

Information for Consideration:

This project will be completed as a lump sum project. The draft GSP is expected in approximately 6 months, and the final draft is expected in approximately 12 months pending Ecology review and approval.

File Attachments

[GeneralSewerPlan_agreement.pdf \(732 KB\)](#)

Subject :	5.02 AB 25101 - Rose Street Lighting Design and ROW Acquisition - Mr. McAndrews
Meeting :	Apr 8, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)

Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Apr 08, 2025
Absolute Date :	Apr 08, 2025
Fiscal Impact :	Yes
Dollar Amount :	\$261,449.00
Budgeted :	Yes
Budget Source :	Transportation Improvement Board (TIB)
Recommended Action :	Motion to authorize Public Works Director or designee to sign Amendment No. 2 to the Engineering Agreement for the Damson Avenue Reconstruction project in the amount of \$261,449.00 to include Rose Street lighting design, right of way procurement support, and construction management.

Public Content

Historical Perspective:

PBS Engineering and Environmental (PBS) assisted the City with preliminary design and the funding application for the Rose Street Lighting project. This project was previously funded by the Transportation Improvement Board (TIB) and tied to the Damson Ave Reconstruction project. As the City got further into design, it became clear that additional scope would be needed. After discussions with TIB the City stopped work on the project, turned the original funding back over to TIB, and reapplied for funding to cover the updated scope. TIB then awarded the updated funding amount to the City and PBS has continued design efforts.

Throughout this process, PBS continued to perform design work as part of the Damson Ave project.

The City also has already procured the street lights for this project.

Information for Consideration:

A bulk of the design work has already been completed, and paid for. This amendment cleans up the paperwork for the two projects, adds support for ROW acquisition, and allows for construction management and observation.

File Attachments

[DamsonAveReconstruction-AmendmentNo2Agreement.pdf \(483 KB\)](#)

6. Administrative Reports.

Subject :	6.01 AB 25102 - Community Events Update - Mr. Beardemphl
Meeting :	Apr 8, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)

Category :

6. Administrative Reports.

Access :

Public

Type :

Discussion, Information

Public Content

Historical Perspective:

The City has historically been the purveyor of community events in College Place and will continue to create and grow events for the wellbeing of the public.

Information for Consideration:

- 5/18: Block Party
- 5/29-9/25: Market in the Park
- 6/21, 7/12, 8/2, 8/23, & 9/13: Movies at the Park
- 6/29: Freedom Festival
- 10/11 (Tentative): Artful Celebration - CoWalla Art Event
- 10/31: Trunk-or-Treat
- 12/04: Winterfest

Banners

The City is in the process of ordering new light post banners (designs attached). Direct any feedback to Maryelizabeth who designed them; MEG designed the banners in the spirit of showcasing the year-round goings on in College Place. They are supposed to be eye catching and very easy to read from a distance, as well as "evergreen" or useful for years to come. If all goes well, there should now only be two banner changings per year: this mix and then for Winterfest/the holidays.

Sponsorships

If you would like to get involved in sponsoring City events, there are several different sponsorship opportunities available from sponsoring a Movies in the Park movie to a day activity at the College Place Farmers Market. For more information and the 2025 sponsorship brochure, please visit: https://www.cpwa.us/residents/events/sponsorship_packages.php.

File Attachments

[2025 Block Party.png \(1.999 KB\)](#)
[CP Market in the Park.png \(1.908 KB\)](#)
[2025 Movies at the Park .png \(1.588 KB\)](#)
[2025 Freedom Festival.png \(3.306 KB\)](#)
[ARTFUL CELEBRATION.png \(5.851 KB\)](#)
[2025 Trunk or Treat Flyer.png \(793 KB\)](#)
[2025 Winterfest.png \(2.044 KB\)](#)
[Banner Block Party.png \(4.868 KB\)](#)
[Banner DCPA.png \(919 KB\)](#)
[Banner Freedom Festival.png \(6.987 KB\)](#)
[Banner Trunk or Treat.png \(1.278 KB\)](#)
[Banner CPHS.pdf \(396 KB\)](#)
[Banner Movies @ the Park.png \(1.094 KB\)](#)

[Banner Market in the Park.png \(1,528 KB\)](#)

[Banner Winterfest.png \(3,593 KB\)](#)

7. Informational Reports - None.

8. Executive Session - None.

9. Closing Items.

Subject :	9.01 Good of the Order?
Meeting :	Apr 8, 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 :	Apr 8, 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, March 25, 2025)*Generated by Maryelizabeth Garcia on Monday, March 24, 2025***1. Opening Items.**Procedural: 1.01 Call To Order**Mayor Hernández called the meeting to order at 7:01 PM.**Procedural: 1.02 Roll Call

PRESENT:

Chair - Mayor, Norma L. Hernández

Council Members - Paul Jessup; Michael Cleveland; Tito Espinoza Jr.; Loren Peterson;
Melodie Williams; Heather Schermann; Monica BoyleStaff - City Administrator, Michael Rizzitiello; Public Works Director Robert McAndrews;
Eric Ferguson, City Attorney; Scott Mihalik, Associate City Attorney, Brian
Carleton, Finance Director; City Clerk, Maryelizabeth E. Garcia.

Also Present -

MEMBERS EXCUSED:

MEMBERS ABSENT:

Procedural: 1.03 Pledge of AllegianceInformation: 1.04 Public Comment - None.**2. Consent Agenda.**Action (Consent): 2.01 AB 25086 - Approve Agenda for March 25, 2025Action (Consent), Minutes: 2.02 AB 25087 - Approve Council Minutes from March 11, 2025Action (Consent): 2.03 AB 25088 - October 2024 FinancialsAction (Consent): 2.04 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.**Council Member Schermann made a motion to approve the Consent Agenda. Second by Council Member Boyle and the motion passed 7-0.****3. Presentations** - None.**4. Public Hearings** - None.**5. Action Items.**Action: 5.01 AB 25089 - ROW Procedures/Administrative Settlement Authorization - Mr. McAndrews

Mr. McAndrews referenced the Right Of Way Procedures adopted 1.5 years ago. Mr. McAndrews informed the Council that Mr. Rizzitiello took the necessary courses and became the authorized signer for the City. Mr. McAndrews stated that Mr. Holden had recently completed the same process and presented Mr. Holden's training certificates and updated resume reflecting Mr. Holden's new qualifications. Mr. McAndrews clarified that Mr. Holden will only approve paperwork that falls within and under previously established financial caps.

Council Member Jessup made a motion to authorize and add Capital Project Manager, Mike Holden, to be added to the ROW Procedures/Administrative Settlements. Second by Council Member Cleveland and the motion passed 7-0.Action: 5.02 AB 25090 - Amendment- Water Reservoir #4 and Transmission Main - Mr. McAndrews

Mr. McAndrews informed the Council that J-U-B Engineers is currently in the design phase of Reservoir #4 and reviewed the previous plan which included a 500,000 gallon water tower. Mr. McAndrews informed the Council that

the new plan includes a 1,000,000 gallon water tower as well as other additions to the scope of the project including future road alignments and housing developments which requires a shift in the transmission main and location of the water tower. Due to the expanded scope of the project, it will now be completed in 3 phases.

Discussion ensued.

Council Member Peterson made a motion to approve the amendment from JUB for the additional amount of \$357,300.00 for time and materials increasing the total authorized limit from 654,600 to 1,011,900. Second by Council Member Espinoza and the motion passed 7-0.

Action: 5.03 AB 25091 - Rebecca Lemons Indigent Defense Contract - Mr. Ferguson

Mr. Ferguson informed the Council of the unusual situation with the transfer of cases from the old to the new City Prosecutor due to newly established case load limits. Mr. Ferguson stated that Public Defense is already becoming an issue around the state as a result of the case load limits and clarified that the new contract being signed tonight extends the previous contract with Ms. Lemons by 90 days starting on January 1, 2025 and expiring March 31, 2025.

Discussion ensued.

Council Member Boyle made a motion to adopt Resolution #25-027 which permits the Mayor to sign Indigent Defense Contract with Rebecca Lemons. Second by Council Member Schermann and the motion passed 7-0.

6. Administrative Reports - None.

7. Informational Reports.

Information: 7.01 CPPD Monthly Report

8. Executive Session - None.

9. Closing Items.

Discussion, Information: 9.01 Good of the Order?

Mr. McAndrews provided an update on the progress at Lions Park stating that the target completion date is around April 15, 2025. Mr. Rizzitiello stated that Phase 12 of the Villages at Garrison Creek development currently has 7 permits issues at this time.

Action: 9.02 Conclusion - Motion to Conclude the Meeting.

Council Member Espinoza made a motion to conclude the meeting at 7:35 PM. Second by Member Peterson 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 March 25, 2025. Further detail may be obtained by reviewing the actual audio recording made during this session.

Right of Way Procedures

The City of College Place (Agency), needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG).

Below is a list of Agency staff, by name and position titles, who are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provide a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.

1. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:

- i. **PROGRAM ADMINISTRATION:**

Oversee delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are conducted in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Ensures Agency's approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff;
- Oversight of ROW consultants;
 - use of consultant contract approved by WSDOT
 - management of ROW contracts
 - management of ROW files
 - reviews and approves actions and decisions recommended by staff & consultants
 - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation before offers are made;
- Oversight and approval of Waiver Valuations per policy;
- Oversight and approval of Administrative Settlements per policy;
- Ensure the Agency has a relocation appeal process before starting relocation activities;
- Obligation authority for their Agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate, and maintain the proposed projects (see LAG Appendix 25.174, 25.175, & 25.176).

Mike Rizzitiello, City Administrator or Mike Holden Capital Project Manager

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at <https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education>

ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use an Appraiser from WSDOT's Approved Consultant List if the Agency does not have qualified staff;
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase);
- Prepare Wavier Valuation;
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management, as necessary.

Contract with a qualified Consultant

iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the Agency to make sure they are adequate, and reliable, have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Consultant List if the agency does not have qualified staff;
- Ensures project-wide consistency in approaches to value, use of market data, and costs to cure;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management, as necessary.

Contract with a qualified Consultant

iv. ACQUISITION:

Acquire, through negotiation with property owners, real property, or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;

- To avoid a conflict of interest, when the acquisition function prepares a Waiver Valuation, only acquires property valued at \$15,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare Waiver Valuation justification and obtain approval;
- Prepare Administrative Settlement and obtain approval;
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Maintain a complete, well-organized parcel file for each acquisition;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management, as necessary.

Contract with a qualified Consultant

Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at <https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education>

v. **RELOCATION:**

Provide relocation assistance to occupants of property considered displaced by federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan before starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for Agency approving authority before making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Maintain a complete, well-organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management, as necessary.

Contract with a qualified Consultant

vi. **PROPERTY MANAGEMENT:**

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the Agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies, and procedures.

Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep ROW free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Ensure occupants and personal property is removed from the ROW;
- Maintain a complete, well-organized property management file;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management, as necessary.

Mike Rizzitiello, City Administrator/Robert McAndrews PW Director/Mike Holden Capital Project Manager

- b. Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes to use qualified consultants for any of the above functions will need to work closely with their ROW Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. The LAC will perform spot-check reviews on selected federal aid or federal aid-eligible projects. **The LAC must be given an opportunity to review all offers and supporting data before offers are made to the property owners.** The number of spot-check reviews is dependent upon the scope of the project, the complexity of acquisitions, the local agency's level of experience, and past performance. Spot check reviews may not be required on all projects but will lessen the risk of delays during ROW Certification. Additional information or parcel files may be requested by the LAC to ensure local agency compliance.
 - c. The Agency's Administrative Settlement Procedures indicating the approval authorities and the procedures involved in making administrative settlements need to be included with these procedures (see Exhibit A).
 - d. An Agency wishing to take advantage of the Waiver Valuation process, properties valued up to \$35,000 or less, need to complete Exhibit B of these procedures.
2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, ROW, and construction stages, and for three years following acceptance of the projects by WSDOT.
 3. Approval of the Agency's procedures by WSDOT Local Programs may be rescinded at any time the Agency is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all, or part of the functions approved.

EXHIBIT A

Agency's Administrative Settlement Policy

The City of College Place authorizes the following administrative approach to expedite the acquisition of real property by agreements with owners to ensure timely project completion and to avoid litigation, and congestion to the courts. It is the city's intent to make every reasonable effort to expeditiously acquire real property by negotiation as follows:

1. The City Administrator or Capital Project Manager has been given authority by City Council to present initial settlement offers.
2. The City Administrator or Capital Project Manager has been given authority by City Council to approve any increases to initial settlement offers.



Mike Rizzitiello, City Administrator
Mike Holden, Capital Project Manager

3/26/2025

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date




Mike Rizzitiello, City Administrator
Mike Holden, Capital Project Manager

3/26/2025

Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

EXHIBIT B

Agency's Waiver Valuation

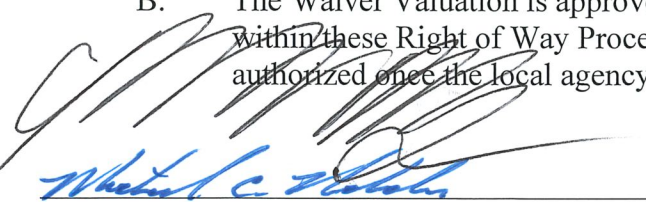
The City of College Place hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C, 49 CFR Part 24, and State directives, and desiring to take advantage of the \$35,000.00 waiver valuation process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple, has a low fair market value, and the compensation estimate (including the cost to cure items) and the estimated property value is under \$35,000.
- B. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers of \$15,000 or less.
- C. The Agency must make the property owner(s) aware that an appraisal has not been completed on the property for offers over \$15,001 and up to \$35,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the Waiver Valuation as no review is mandated, the preparer needs to ensure that the compensation is fair and that all the calculations are correct.

Procedures

- A. A Waiver Valuation is prepared using comparable sales found and verified at the time of preparation.
- B. The Waiver Valuation is approved by the Agency staff listed under Program Administration within these Right of Way Procedures. Upon signature, an offer to the property owner(s) is authorized once the local agency coordinator has completed a Spot Check for the project.


Mike Rizzitiello, City Administrator
Mike Holden, Capital Project Manager

3/26/2025
Date

Washington State Department of Transportation

Approved By:

Local Programs Right of Way Manager

Date

City of College Place, Washington
RESOLUTION NO. 25-028

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
REGARDING THE ADOPTION OF RIGHT OF WAY (ROW) PROCEDURES.**

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

Whereas, Local agencies acquiring property rights on a federally funded transportation project must have approved Right of Way Procedures; and

Whereas, the City occasionally needs to acquire real property; and

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

1. Adopt Right of Way Procedures as shown in exhibit 1 attached to this Resolution.

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

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

PASSED by the City Council of the City of College Place, Washington, this 8th day of April, 2025.

Attest:

Norma L. Hernández, Mayor

Maryelizabeth E. Garcia
City Clerk



Sole Source Justification Form

Department:

_____ Finance _____

Department Contact: Brian Carleton _____ Phone: 509-394-8507 _____

Requested Vendor: _____ The Bancorp _____

Vendor's Address: 409 Silverside Road, suite 105 Wilmington DE, 19809 _____

Vendor Contact: _____ Jon Carlsen _____ Phone: 425-381-2570

Cost Estimate: \$601,513.56 for 72 month term _____

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

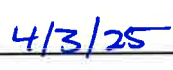
My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising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

Signature of Requestor

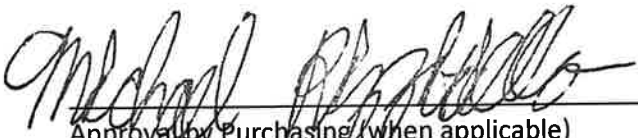
Date



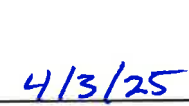
Signature of Department Head or Designee



Date



Approval by Purchasing (when applicable)



Date

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



Sole Source Justification Form

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



Sole Source Justification Form

Item: Police vehicle replacement lease through Bancorp

1. Describe the item and its function.

The city has used "The Bancorp" in the last 3 rounds of police vehicle replacements. We have an established relationship with the bank and the lease rates are very competitive.

2. The item is a sole source* because:

☐ sole provider of a licensed or patented good or service

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

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

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

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

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

Our ability to purchase the vehicles and outfit them ourselves and apply the cost to the leasing arrangements.

4. What steps were taken to verify that these features are not available. The rates are comparable with other leasing companies.

DEALER NUMBER: 15653



TRAILER BOSS

17124 E SPRAGUE AVE
SPOKANE, WA 99016
TOLL-FREE: (833) 851-6145
LOCAL: (509) 315-4060
SPOKANE@TRAILERBOSS.COM
TRAILERBOSS.COM

INVOICE #	265336
DATE	03/31/2025
SALESMAN	Brian Tibesar

OWNER INFORMATION:

NAME: CITY OF COLLEGE PLACE			PHONE: (509) 394-8654		EMAIL: jgoodson@cpwa.us	
STREET ADDRESS:			MAILING ADDRESS:			
CITY:	STATE: WA	ZIP:	CITY:	STATE: WA	ZIP:	

TRAILER INFORMATION:

MANF.: Diamond C	MODEL: DSA	YEAR: 2023	COLOR: Gray
STOCK #: P1265292	VIN: 46UFU1215P1265292	NEW ☒	USED ☐

DESCRIPTION	QTY	PRICE	TOTAL
Diamond C 6.5x12 7,000 Tilt - #P1265292	1	\$6,599.00	\$6,599.00
DELIVERY FEE - #DELIVERY FEE	1	\$400.00	\$400.00

Payment Type: Cash _____ Check _____ Card _____ Other _____ **SUBTOTAL: \$6,999.00**

I agree to the following terms and conditions:

ALL used trailers are sold as-is and carry no warranty either expressed or implied from dealership.

ALL Deposits, Transfer/Delivery Fees and/or Special Parts orders are non-refundable.

SALES TAX (8.9%):	\$622.91
SALE TOTAL:	\$7,621.91
DEPOSIT:	\$0.00
PAYMENT:	\$0.00
BALANCE DUE:	\$7,621.91

BUYER SIGNATURE

DATE

	Use	Type	Vehicle Cost	Outfitting	Total Cost		Lease	Tax **	Total Lease Cost
1	Marked Police Vehicle	Dodge Durango	51,363.90	27,835.30	79,199.20	Sales Tax Inc	14,503.27	-	14,503.27
2	Marked Police Vehicle	Dodge Durango	51,363.90	27,835.30	79,199.20	Sales Tax Inc	14,503.27	-	14,503.27
3	Marked Police Vehicle	Dodge Durango	51,363.90	27,835.30	79,199.20	Sales Tax Inc	14,503.27	-	14,503.27
4	Marked Police Vehicle	Dodge Durango	51,363.90	27,835.30	79,199.20	Sales Tax Inc	14,503.27	-	14,503.27
5	K9 Police Vehicle	Dodge Durango	51,363.90	31,571.17	82,935.07	Sales Tax Inc	15,495.04	-	15,495.04
6	Unmarked Police Vehicle	Dodge Charger	51,787.05	21,604.94	73,391.99	Sales Tax Inc	13,372.07	-	13,372.07
7	Unmarked Police Vehicle	Dodge Charger	51,787.05	21,604.94	73,391.99	Sales Tax Inc	13,372.07	-	13,372.07
			360,393.60	186,122.25	546,515.85		100,252.26	-	100,252.26
							Years		6.00
							Total Lease (		601,513.56

** - Sales tax paid on purchase of vehicle and outfitters.



Headquarters:
409 Silverside Road
Suite 105
Wilmington, DE 19809
+1 302,385,5000

4/2/2025

To: Brian Carleton @ City of College Place

Model: 2025 Dodge Durango Pursuit – K9 unit
Equipment: Per Estimate provided by City - **Cost \$82,935.07**
Color: TBD
Miles: New

Anticipated mileage: See below
Lease type: **Municipal Lease**

Down payment:	\$0	Provides Insurance:	Lessee
Acquisition Fee:	\$0	Provides Maintenance:	Lessee
Disposal/Service Fee:	\$0	Provides Taxes:	Lessee
Monthly Service Fee:	\$0		
Deposit:	\$0		

Lease Term: **72-months – 17,000 miles per year.**

6 Annual Lease Payments	Residual Value
\$15,495.04 + sales tax *	\$5,000

*Per note provided by city – sales tax is included in above cost
*Quote is per unit

Thank you for your consideration.

Jon Carlsen AVP Commercial/Gov't Leasing
425-381-2570 (D)
jcarlsen@thebancorp.com



Headquarters:
409 Silverside Road
Suite 105
Wilmington, DE 19809
+1 302.385.5000

4/2/2025

To: Brian Carleton @ City of College Place

Model: 2025 Dodge Durango Pursuit – Marked unit
Equipment: Per Estimate provided by City - **Cost \$79,199.20**
Color: TBD
Miles: New

Anticipated mileage: See below
Lease type: **Municipal Lease**

Down payment:	\$0	Provides Insurance:	Lessee
Acquisition Fee:	\$0	Provides Maintenance:	Lessee
Disposal/Service Fee:	\$0	Provides Taxes:	Lessee
Monthly Service Fee:	\$0		
Deposit:	\$0		

Lease Term: **72-months – 17,000 miles per year.**

6 Annual Lease Payments

Residual Value

\$14,503.27 + sales tax *

\$7,000

*Per note provided by city – sales tax is included in above cost

*Quote is per unit

Thank you for your consideration.

Jon Carlsen AVP Commercial/Gov't Leasing
425-381-2570 (D)
jcarlsen@thebancorp.com



MASTER LEASE AGREEMENT
MUNICIPAL

The Bancorp Bank ("Lessor") with offices at 24437 Russell Road Suite 220, Kent, WA 98032 and the undersigned

City of College Place ("Lessee")
with offices at 825 South College Ave., College Place, WA 99324 hereby agree as follows:

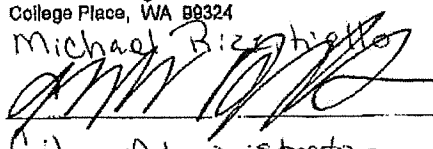
1. **Use of Lease.** Lessee may finance Lessee's acquisition of vehicles (with all accessories, individually a "vehicle" and collectively "vehicles") under this lease. When Lessee wishes a vehicle to be covered hereby, Lessee will advise Lessor and upon agreement as to the terms the vehicle will be ordered and delivered in accordance with Lessor's usual procedures. Lessee will accept a vehicle on delivery. Lessor will deliver to Lessee a Schedule reflecting the agreed terms, which Lessee will sign promptly and return to Lessor.
2. **Lease Intended for Security.** This lease is a "lease intended for security". Accordingly, Lessee grants Lessor a security interest in each vehicle, which will secure Lessee's obligations to Lessor hereunder and under any other agreement in favor of Lessor. Lessee shall insure that Lessee has vehicle ownership and that Lessor's lien is the sole lien against a vehicle, other than the lien for property and similar taxes not yet due. As between the parties, Lessee takes the vehicles, **AS-IS AND WITH ALL FAULTS**. Lessee acknowledges that Lessee's obligations hereunder will not be released or otherwise affected if Lessee has any problems with any vehicle or for any other reason.
3. **Payments.** The monthly payment shall be due on the tenth day of the month following delivery of the vehicle(s). Subsequent lease payments will be due on the (10th) of each succeeding month up to and including the month during which the term expires for the vehicle. Lessee surrenders the vehicle to Lessor pursuant to the Termination Settlement paragraph or the Settlement Value thereof becomes due in accordance with the Loss or Destruction or Remedies paragraph, whether or not Lessor has rendered an invoice for any such payment. Any other amounts due hereunder will be payable upon demand. Upon payment of all amounts due under this lease as to a vehicle and the curing of any then defaults, Lessor will release Lessor's lien in the vehicle. Lessee will pay a late charge of \$25 if any amount is not paid within 10 days of the due date and interest at 1.5% per month from the due date until paid on all amounts past due.
4. **Tax Consideration.** This lease is intended to provide Lessor (or its consolidating entity) (a) tax free interest as provided by the Internal Revenue Code of 1986, as amended ("the Code") without any loss of deductibility of carrying costs and (b) similar tax exempt and deductibility treatment to the extent so provided under the laws of the State of Florida, (the "State").
5. **Left blank intentionally.**
6. **Non-Appropriation.** If no funds or insufficient funds are appropriated in any fiscal year for lease amounts due as to any vehicle and under law Lessee has a right to terminate this lease as to the related vehicle because of such non-appropriation, Lessee shall immediately notify Lessor of such occurrence, and this lease shall terminate as to such vehicle on the last day of the fiscal period for which appropriations were received, without penalty or expense to Lessee except as to related amounts herein for which funds shall have been appropriated and budgeted or are otherwise available and past due amounts and damages because of Lessee's default hereunder. Upon such termination, Lessee shall peacefully surrender possession of the vehicle to Lessor at a location contemplated in the Termination Settlement paragraph. Lessor shall have all legal and equitable rights and remedies to take possession of the vehicle. Lessee agrees (a) that it will not cancel this lease if any funds are appropriated to it, or by it, for the acquisition, retention, or operation of another vehicle performing functions similar to the vehicle for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter and (b) that Lessee shall not give priority in the application of funds to any other functionally similar property.
7. **Titling; Registration.** Except as Lessor may title or register a vehicle, each vehicle will be titled and/or registered by Lessee as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the vehicle in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of a vehicle in a jurisdiction other than the one in which such vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title will be furnished or caused to be furnished Lessor by Lessee within sixty (60) days of the date any titling or registering or re-titling or re-registering, as appropriate, is directed by Lessor.
8. **Other Duties Regarding Vehicles.** Lessee will file all returns and pay all taxes related to each vehicle or this lease. Lessee will use a vehicle in accordance with all laws and manufacturer's and insurance company instructions. Each vehicle will be permanently garaged, and not removed from that state for more than thirty (30) days or the United States, at the vehicle location set forth in the applicable Schedule A, unless Lessor consents to Lessee's movement of the vehicle. Lessee will maintain each vehicle in good condition and repair, pay all costs of operation and not make any detrimental additions or modifications. Lessee will allow Lessor to inspect any vehicle and Lessee's related records upon reasonable prior notice.

9. **Assignment.** Lessee will not sell, transfer, lend, lease or grant a further lien in any vehicle. Lessor may assign Lessor's rights hereunder, and if Lessee receives notice of an assignment, Lessee will pay any assigned amounts as directed in the notice. ANY ASSIGNEE'S RIGHTS WILL BE FREE OF ANY CLAIMS LESSEE MAY HAVE AGAINST LESSOR.
10. **Loss or Destruction.** Lessee will notify Lessor of any significant damage to or the loss or destruction of vehicle. If Lessor determines the vehicle is repairable or may be replaced, Lessee will promptly repair or replace the vehicle. Otherwise Lessee will pay Lessor the sum (the "Settlement Value") of (a) all amounts then owed by Lessee to Lessor, (b) the amortized depreciated value of the original value of the vehicle set forth in the Schedule and (c) sum of two (2) rent payments. Upon such payment, Lessee's payment obligations as to the vehicle will be satisfied.
11. **Insurance; Indemnity.** Lessee will maintain physical damage insurance on the Vehicles. Lessee shall also provide liability insurance of at least \$500,000 single limit. The insurance must be primary, list Lessor as loss payee and, if relevant, an additional insured, provide Lessor at least 10 days' notice of change or cancellation and be issued by an insurance company acceptable to Lessor. Lessee will provide Lessor such evidence of this coverage as Lessor may request. Lessee can self-insure for physical damage coverage and liability up to the state limit. Lessee also agrees to indemnify, defend and hold Lessor harmless against all claims, suits, losses, damages and expenses, including attorney's fees and court costs, incurred by or asserted against Lessor arising out of the Vehicles or this lease. This indemnity includes strict and vicarious liability.
12. **Termination Settlement.** If the term of the lease exceeds twelve (12) months, at any time after twelve (12) months from delivery of a vehicle Lessee, upon not less than ten (10) days prior notice to Lessor and provided the lease is not in default, may surrender the vehicle to Lessor at Lessor's office address shown above or at a location mutually agreed upon by the parties for sale by Lessor as more fully set forth above. Lessee will so surrender the vehicle at such location for such sale at lease expiration. Following such surrender Lessor will sell the vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at time of sale; provided that Lessor may choose alternatively to retain the vehicle. Lessor may move the vehicle from the location where surrendered to any other location, including to Lessor's office location shown above where the vehicle is returned to another location, Lessor deems advisable and/or clean and repair the vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at time of crediting where the vehicle is retained, as appropriate, net in either instance of a handling charge of \$150.00 and Lessor's cost of sale, including sales commissions and costs of cleaning, repairing or transporting the vehicle, is greater than the vehicle's then Settlement Value, Lessee will have no settlement obligation to Lessor as to the vehicle and the excess will be returned to Lessee after application to any amounts then owed by Lessee to Lessor; if less, Lessee will pay Lessor the difference. Alternatively, if the lease is not in default, Lessee may pay the Settlement Value and retain the vehicle free of Lessor's lien.
13. **Default.** If (a) Lessee fails to make any payment due hereunder within 10 days of the due date, (b) Lessee breaches any of its other obligations hereunder or under any other agreement under which Lessee has obligations to Lessor, (c) any warranty or representation made by Lessee to Lessor is materially incorrect or misleading when made, (d) there is a cessation of Lessee's governmental functions, or (e) insolvency proceedings are instituted by or against Lessee, this lease will be in default.
14. **Remedies.** If a default occurs, Lessor may (a) declare the Settlement Value due as to any or all vehicles, (b) exercise all rights of a secured creditor under the Uniform Commercial Code, (c) perform any obligation Lessee has failed to perform, in which case Lessee will reimburse Lessor's related costs and expenses, and (d) exercise any other rights available to Lessor under law or equity. Lessee will pay Lessor all costs and expenses, including repossession and court costs and attorneys' fees, Lessor expends in enforcing its rights. All remedies are cumulative and may be exercised separately or together from time to time. No waiver by Lessor of any default or remedy will be binding unless acknowledged by Lessor in writing.
15. **Lessee's Representations.** Lessee represents that this lease has been duly authorized, executed and delivered by Lessee and constitutes Lessee's valid and binding obligation enforceable in accordance with its terms. Lessee also represents that this lease does not violate Lessee's charter documents, any agreement by which Lessee is bound or any law or obligation binding on Lessee and that Lessor's lien rights are governed by the Uniform Commercial Code.
16. **Notices.** Any notices relating to this lease must be in writing and will be effective when deposited in the United States Mail with proper first class postage paid, addressed to the appropriate party at the respective address indicated above or at such other address of which the party has provided the other notices as contemplated in this paragraph.
17. **General Provisions.** Any security deposit set forth in a Schedule A will be held by Lessor without interest and may be applied by Lessor to any of Lessee's past due obligations hereunder. Any balance remaining will be returned to Lessee upon payment of all amounts due under this lease as to the relevant vehicle and the curing of any then defaults. Lessee will provide Lessor any further documents and information Lessor may request in connection with this lease. This lease binds the parties and their successors and assigns and constitutes the entire agreement between the parties respecting the vehicles. Any amendment must be in writing signed by the party to be bound. Any unenforceable provision shall be deemed deleted without affecting the remainder of the lease. This lease will be governed by Florida law. Paragraph headings are for convenience only. Time is of the essence of this lease. The parties waive any right to a jury trial in any related action. Any waiver must be in writing.

18. Bank-Qualified Tax Designation. ☐ Initial box if this paragraph applies. Lessee certifies that Lessee and any subordinate entities does not expect to, and will not issue more than \$10,000,000 of obligations the interest on which is excludable from the gross income of the holder thereof for federal income tax purposes during any calendar year in which a vehicle is accepted under this lease. Lessee will designate the obligations undertaken pursuant to this lease with respect to all vehicles covered hereby as "qualified tax exempt obligations" within the meaning of §265 (b)(3)(D) of the Code. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having, available such treatment, including, without limitation, filing of an IRS Form 8038-G. If Lessor (a) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such exclusion of interest or deductibility or (b) if there is disallowed, deferred or recaptured, in whole or in part, any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis in the absence of such advice) or (c) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting this lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, on demand, an after tax amount which after payment of all taxes, interest and penalties required to be paid by Lessor, restores Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor will notify Lessee promptly thereof. Lessor agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion as to proceeding beyond the level of an auditing agent; and Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses to be incurred, including accountants' and attorneys' fees.

By signing below, Lessor and Lessee agree the terms of this lease will govern Lessor's financing of Lessee's acquisition of the vehicles.

Dated: 04/05/2019

LESSEE City of College Place		Signature _____	
ADDRESS 625 South College Ave. College Place, WA 99324 Michael Rizzhiello		Title _____	
✓	Signature 	Signature _____	
✓	Title City Administrator	Title _____	
Signature _____		_____	
Title _____		LESSOR The Bancorp Bank	
Signature _____		Signature _____	
Title _____		Title _____	

OATH OF OFFICE

STATE OF WASHINGTON)
):
COUNTY OF WALLA WALLA)

I, Kris Schweigert, do solemnly swear (or affirm) that I will faithfully and impartially discharge the duties of my office as prescribed by law and to the best of my ability, will support the Constitution of the United States and the Constitution and Laws of the state of Washington, and ordinances of the City of College Place as a Police Captain, to which position I have been appointed.

Officer Signature: _____

Troy Tomaras
Chief of Police
College Place Police Department



2024 ANNUAL REPORT

City of College Place Police Department Revision
April 2025



Chief Troy Tomaras

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Message from the Chief

Welcome to the College Place Police Department (CPPD). We are a fully accredited agency focused on our values of Courage, Commitment, Community and Character. Our goals are to reduce crime, improve traffic safety, ensure quality customer service, provide strong leadership and maintain a professional workforce. We are focused on working with our stakeholders to improve the quality of life within our city.

The annual report has been published to provide insight into operations and events related to policing within the community of College Place. This report demonstrates our commitment to the city while providing analytics to help guide and influence future planning.

2024 was a great year for the CPPD and the City of College Place. In July, the CPPD re-accredited through the Washington Association of Sheriffs and Police Chiefs. As the community grows, the police department continues to recruit, hire and train quality peace officers to ensure our capabilities meet the needs of our community. The CPPD hired two new officers in 2024, Officer Courtney Kates and Officer Estela Gonzalez, which brings our staff to seventeen (17) officers.

Challenges for our community in 2024 continue to be shoplifting, thefts and other drug related crimes. Fentanyl continues to poison members of our community much like communities across our state and country. The CPPD continues to partner with crisis and community caretakers to support those within our community who struggle with mental health and chemical dependency. The CPPD continues to collaborate with our criminal justice system to prioritize community safety initiatives.

Mayor Norma Hernandez and City Administrator Mike Rizzitiello continue to provide strong leadership and support for the Police Department. The City Council continues to prioritize law enforcement services to support community needs. The CPPD has the best equipment and training available to maintain a high standard of service and quality officers.

The CPPD embraces technology to help reduce crime and increase safety. In 2024 the CPPD received a grant through the Washington Auto Theft Prevention Coalition to install FLOCK license plate readers throughout the community to help reduce theft and other crimes. We also started a drone program to enhance our criminal investigative capabilities. In 2024, the drone team was deployed multiple times to help investigate and document criminal events throughout our community.

Moving into the next year (2025), the CPPD will continue to foster public trust through professional contacts, unbiased enforcement, strong leadership and accountability. We are very grateful to serve our community and will continue to work alongside community members to enhance the safety of our city. Please feel free to call or schedule a visit to address any concerns you may have. We are here to serve you.

Sincerely,



Troy Tomaras
Chief of Police
College Place Police Department



MISSION

The College Place Police Department embraces the philosophy of community-oriented policing and strives to enhance the quality of life and safety of our citizens with the highest degree of ethical behavior, fairness and professional conduct.

VISION

Our vision is to ensure the City of College Place is a safe place to live, work and do business through the delivery of quality law enforcement services.

VALUES

Every member of the College Place Police Department is part of a team who inculcates courage, commitment, community and character in their daily operations through open and honest cooperation, service, respect and diversity.

Courage – Moral and ethical desire to act in the face of danger or adversity.

Commitment – Dedication to the department, professional policing and those we serve.

Community – Respecting and protecting individual rights while fostering relationships with whom we are called to serve.

Character – Performing with integrity while demonstrating strength to uphold and instill pride, honor and a call to public service.

GOALS

1. Reduce crime and improve traffic safety within our community.
2. Provide quality services and innovative policing strategies delivered through excellent customer service.
3. Provide leadership and resources to attract, retain and foster a safe, ethical, innovative, knowledgeable, and diverse workforce.
4. Work collaboratively with our stakeholders to improve the quality of life within our city.

Organizational Chart

College Place Police Department

Organizational Chart

[Chief Troy Tomaras](#)

Captain – Vacant

[Marianne Barr](#)

Records Supervisor,
TAC/Crime Prevention

[Andrea St. Clair](#)

Records

[Jayme Graham](#)

Part Time Records Clerk

Squad 1

[Sgt. Dylan Schmick](#)

Patrol, Investigations, FTO,
Training, HNT, PTI

INVESTIGATIONS

Detective, Firearms

[Officer Brandon Rhodes](#)

Detective (Task Force)

[Joey Langlois](#)

PATROL

FTO, Drone

[Officer Daniel Watkins](#)

DT/Taser Instructor

[Officer Tanner Cole](#)

SWAT

[Officer Eric Adams](#)

[Officer Austin Dennis](#)

Officer in Training

[Estela Gonzalez](#)

Future Officer

Squad 2

[Sgt. Salvador Diaz](#)

Patrol, Code Enforcement, SRO,
Evidence, SWAT, LL

AUXILIARY

Special Enforcement

Officer – [Ron Nordman](#)

SRO

[Officer Andrew Schild](#)

PATROL

Firearms Instructor, Drone

[Officer Tanner Harris](#)

EVOC, Drone

[Brian Fortin](#)

[Officer Kyle Barker](#)

[Officer Anton](#)

[Bushkovskiy](#)

FTO

[Officer George Bennett](#)

Officer in Training

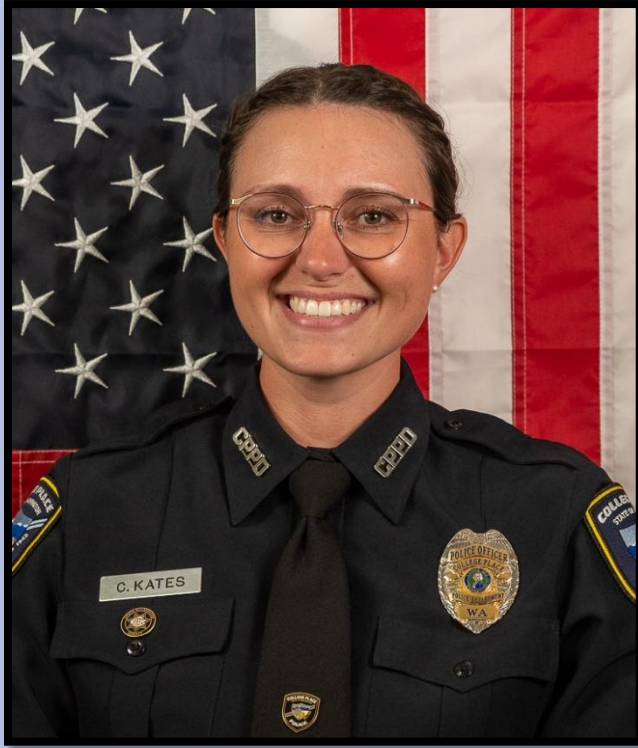
[Courtney Kates](#)



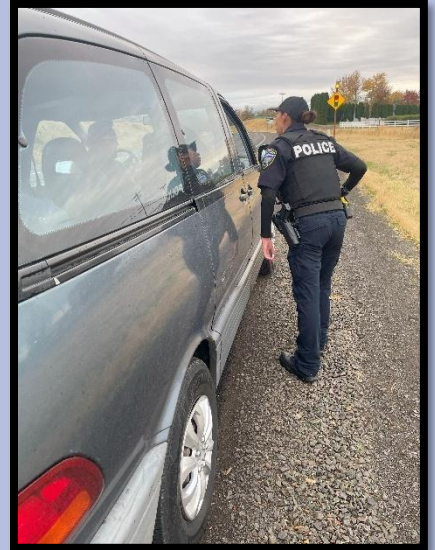
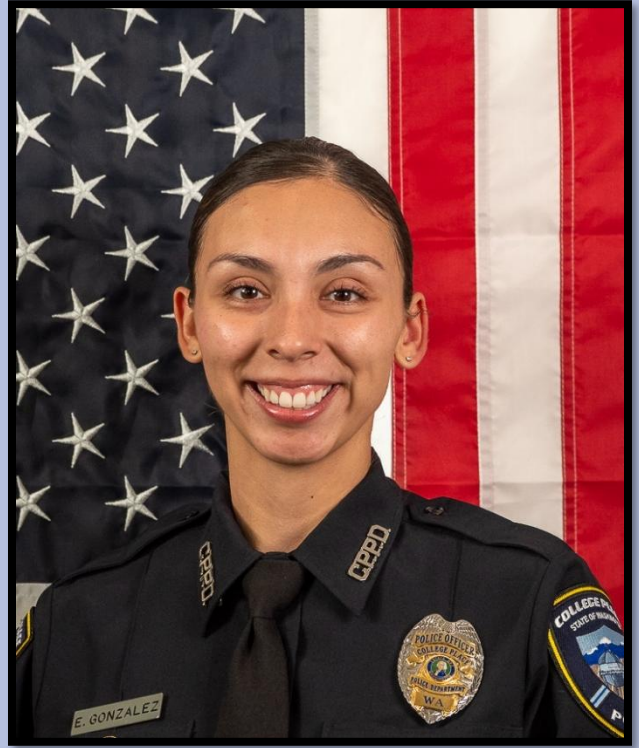
New Hires

The CPPD welcomes the addition of two new officers in 2024. Officer Courtney Kates and Estela Gonzalez. Both Officers grew up in the Walla Walla Valley. We are grateful to have them both serving within the CPPD.

Officer Courtney Kates



Officer Estela Gonzalez



SUPPORT SERVICES



**Records Supervisor
M. Barr**



**Records Clerk
A. St. Clair**



**Records Clerk
J. Graham**

Our friendly support services staff are available Monday through Friday during business hours to assist with concealed weapons permits, fingerprinting, special events applications, dog licenses, permits, disclosure requests, property, neighborhood watch and crime prevention.

Our team can help file a report or simply answer questions. Our support staff also assists with records management, billing, report merging and processing. Focused on providing the very best customer service, our support services team is essential to our daily operations.



Records statistics at a glance:

Year	2023	2024	% of change
Number of fingerprints processed	268	234	-12.69%
Number of CPL Permits processed	130	90	-30.77%
Public Disclosures Processed	215	190	-11.63%
BWC Disclosures Processed	6	24	300.00%
Dog licenses sold	131	111	-15.27%

Note: BWC = Body Worn Camera



PATROL

Our patrol section provides 24-hour coverage for the City of College Place. Patrol officers respond to general calls for service, crime prevention and traffic safety enforcement. During non-assigned time, officers work to accomplish agency goals in support of our Operations Plan.

Patrol Statistics at a glance:

Year	2023	2024	% of Change
Arrests	313	539	72.20%
Cases	610	884	44.92%
Incidents	12,255	14,899	21.57%
Tickets	537	1,096	104.10%
Traffic Stops	2,471	3,670	48.52%



Sgt. D. Schmick



Sgt. S. Diaz

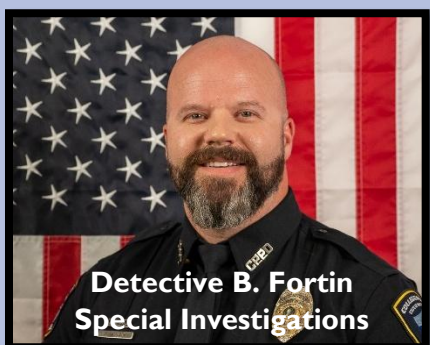


INVESTIGATIONS UNIT

The College Place Police Department has two detectives who handle complex cases, which require special training, resources and/or time to solve crimes. Typically, our detectives investigate felony cases which if proven, could result in a prison sentence. Additional duties include assisting patrol with follow-up, interviews, evidence collection, latent fingerprint and photographs.

Criminal Investigations Unit at a glance:

Year	2020	2021	2022	2023	2024
Cases Taken	52	41	57	61	75
Cases Cleared	49	30	42	23	34
Agency Assists	DNT	DNT	DNT	202	121
Search Warrants	DNT	DNT	DNT	15	11



Task Force Investigations – at a glance:

CPPD Taskforce Cases	2022	2023	2024
Primary Investigation	5	8	19
Assists	14	18	7
City of College Place Cases	4	5	10



SCHOOL RESOURCE OFFICER

Our SRO's duties include mentoring and working with students, acting as liaison between the school, parents and police department, providing training to students and staff on security, anti-bullying, social media dangers, traffic safety, law and justice. The SRO also assists with truancy, checking on the health and welfare of students and the investigation and deterrence of criminal activity.

SRO Statistics at a glance:	2019	2020	2021	2022	2023	2024	% of change
Incidents	36	32	73	Vacant	63	141	123.81%
Criminal Investigations	18	9	22	NA	2	26	1200.00%
CPS Referrals	1	2	2	NA	0	0	0.00%
JV Charges Filed	1	0	14	NA	3	12	300.00%
Infractions/Citations/Warn	NA	NA	NA	NA	6	4	-33.33%
Training Provided	21	16.75	20	NA	8.5	41	382.35%



SPECIAL ENFORCEMENT OFFICER



The Special Enforcement Officer (S.E.O.) is a limited commission position which focuses on Code Enforcement, Animal Control and Parking violations. This position also serves as the department evidence and property custodian. The majority of the S.E.O. calls gain compliance through education and awareness.

S.E.O. R. Nordman

SEO Activity	2019	2020	2021	2022	2023	2024	% of change
Code Enforcement Inv.	240	86	126	86	73	91	24.66%
Animal Calls	111	129	112	136	97	114	17.53%
Parking Violations	172	214	164	88	104	161	54.81%

Code enforcement generally involves the removal of junk, junk vehicles and nuisances from property. Junk and neglected property reduces property value which has a negative impact on our neighbors, businesses, and the entire community. This can create health issues, attract crime, and promote neighborhood disputes.

Parking and abandoned vehicles continue to challenge our community’s limited parking availability. It is our goal to work with residents to remove unlicensed or non-working vehicles in an effort to promote resilient communities.

We are a pet friendly city. **Animal control** involves the response to calls involving domestic animals. This generally involves loose animals, feral or stray cats, aggressive and/or barking dogs.



ACCREDITATION



The College Place Police Department (CPPD) is one of 80 fully accredited agencies out of 267 police departments across the State of Washington.

Accreditation professionalizes law enforcement through best practices while ensuring industry standards are met and followed. Benefits of accreditation include increased competencies, strict standards and credibility which increases public trust.

The CPPD first achieved accreditation in 2020 and re-accredited in 2024.

Accreditation is governed by the Washington Association of Sheriffs and Police Chiefs (WASPC). Accreditation involves outside agency subject matter experts who audit policy, standards and practices.

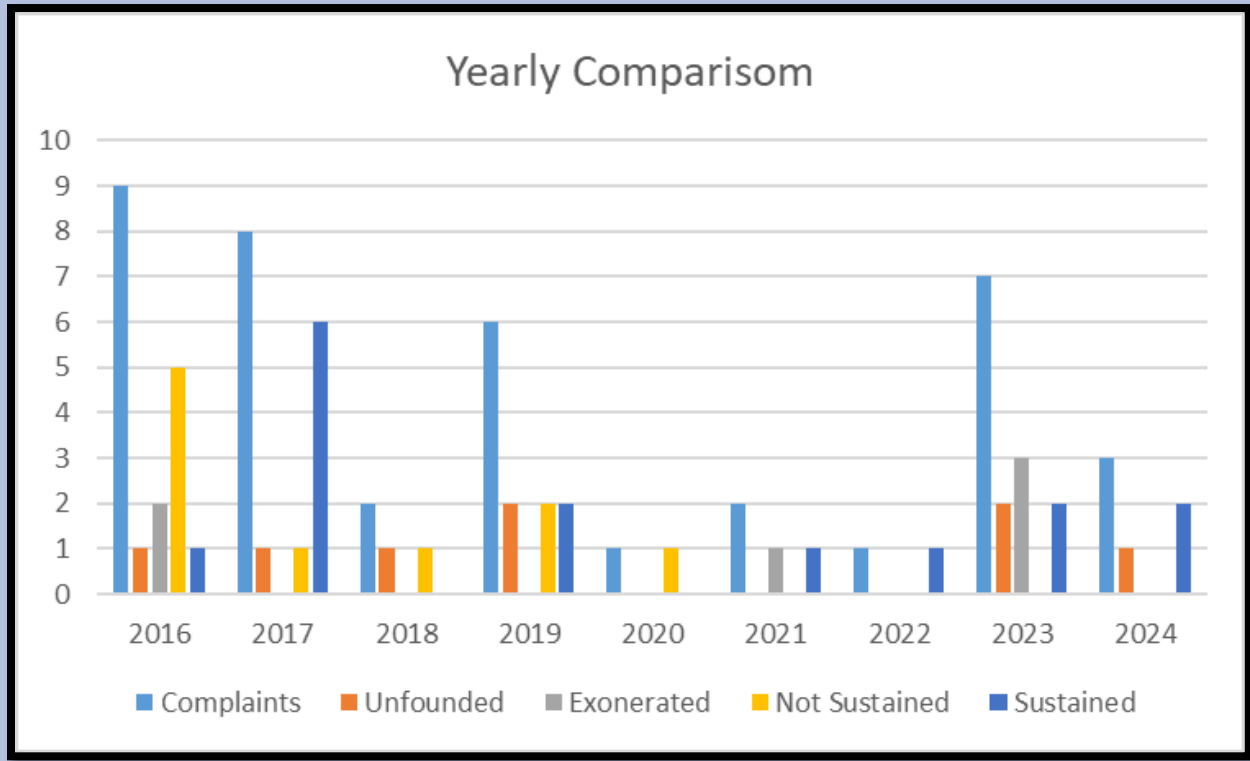
DRONE PROGRAM

Drone Program	2024
Drone Deployments	28
Criminal Investigations	13
SWAT	7
Search and Rescue	2
Support /misc.	6



PROFESSIONAL STANDARDS

The College Place Police Department inculcates courage, commitment, community and character in their daily operations through open and honest cooperation, service, respect and diversity. We strive to foster public trust through professional, unbiased policing. When an allegation of misconduct or violation of policy against one of our employees occurs, we conduct a thorough investigation while protecting and respecting the rights of everyone involved.



Complaints include violation(s) of policy such as courtesy, lost equipment or vehicle operation.

Unfounded – When the investigation discloses that, the alleged acts did not occur or did not involve department members.

Exonerated – When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.

Not sustained – When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the member.

Sustained – When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted a violation of policy or misconduct.

Note: 2024 - CPPD had two minor sustained vehicle incidents (Striking object with vehicle incidents).

CRIME & TRAFFIC STATISTICS

Category	2022	2023	22-23 % of change	2024	23-24 % of change	3 year average	22 - 24 % of change
Burglaries	38	12	-68.42%	47	291.67%	32.11	23.68%
Thefts	193	105	-45.60%	170	61.90%	155.85	-11.92%
Collisions	69	63	-8.70%	66	4.76%	65.97	-4.35%
DUI	20	17	-15.00%	24	41.18%	20.28	20.00%
Narcotics Arrests	1	13	1200.00%	55	323.08%	27.00	5400.00%
Traffic Stops	2,032	2,471	21.60%	3,670	48.52%	2724.41	80.61%
Warrant Apprehension	352	306	-13.07%	365	19.28%	355.69	3.69%
Motor Vehicle Thefts	15	18	20.00%	11	-38.89%	14.73	-26.67%
Vehicle Prowls	19	3	-84.21%	14	366.67%	11.72	-26.32%
Shoplifting	189	64	-66.14%	105	64.06%	119.11	-44.44%
Domestic Violence	23	15	-34.78%	10	-33.33%	15.88	-56.52%
Other Assaults	6	3	-50.00%	14	366.67%	7.50	133.33%



Pursuits

CPPD Pursuit Tracking by year	2017	2018	2019	2020	2021	2022	2023	2024	Total
Number of pursuits	2	2	1	2	1	19	10	4	41
Terminated pursuits	2	2	1	2	1	18	9	4	39
Authorized	2	2	1	2	1	1	1	4	14
Unauthorized	0	0	0	0	0	0	0	0	0
IA Investigation	0	0	0	0	0	0	0	0	0

In 2021, following the passage of HB 1054 (RCW 10.116.060) pursuits increased within our community and across the state of Washington. In 2024 the pursuit law was reinstated. At that time, we observed a significant reduction in vehicle pursuits.

2024 SIGNIFICANT ACCOMPLISHMENTS

- The CPPD celebrated “Chief for a Day” with Julian Gonzales.
- CPPD was re-accredited through the Washington Association of Sheriffs and Police Chiefs.
- CPPD began their first drone program.
- Officer Austin Dennis received the City Employee of the Quarter Award.
- Clerk Andrea St. Clair received the City Employee of the Quarter Award.
- CPPD Officer Brian Fortin received the Walla Walla Chambers of Commerce “Nick Henzel” Award for being selected the top Walla Walla Valley Officer of the year.
- Officer Fortin was also recognized as the Blue Mnt. Lodge Officer of the Year.
- The CPPD hired two new officers in 2024. Officer C. Kates and E. Gonzalez.
- The CPPD hosted Trunk or Treat.
- Officer D. Watkins received outstanding achievement award for DUI enforcement.
- The CPPD developed and implemented a 2024 Operations Plan.
- The CPPD submitted a traffic stop study and Bias Report. We are proud to report no indicators of bias or profiling by our officers through traffic enforcement.
- The CPPD collaborated with the Walla Walla Police Department and the Walla Walla County Sheriff’s Office to implement a regional training plan for 2024.
- The CPPD hosted a WWU student for her student practicum.
- Our SEO position continues to partner and promote positive improvements within our community through Code Enforcement, Animal Control and Parking Enforcement.
- The CPPD worked with the Walla Walla Traffic Safety Task Force to conduct traffic safety events within the city to improve the safety of our roadways.
- CPPD helped sponsor “Shop with a Cop” families to help provide during the holidays.
- Two prescription drug take-back events.
- Worked closely with College Place Schools to improve safety.
- Officers participated and assisted with the City Block Party in partnership with WWU.
- Officers participated and assisted the City with Freedom Festival.
- CPPD sold recovered, seized and/or unclaimed property through Propertyroom.com.
- CPPD has increased communication through social media (Instagram & Facebook).
- CPPD participated in the Walla Walla Valley National Night Out.
- CPPD participated in the “Light Up the Ave” holiday parade through the city.
- CPPD has added “City Updates and Projects” informational videos.
- CPPD partnered with Walla Walla Area Crime Watch to conduct graffiti abatement throughout the city.
- CPPD partnered with Crime Watch to host Coffee with a Cop at Rogers Bakery

EVENTS/PHOTOS

Team visits with Santa.



Swearing-in ceremony.



Chief Tomaras judged cooking contest at College Place High School.



Trunk or Treat event.



Officer Dennis received Quarterly Employee Award Officer(s) receive Life Savings Award



Coffee with a Cop at Rogers Bakery.



Chief For a Day – National Night Out.



Block Party.



Welcome home from a hospital celebration for local youth.





Life Skills students visit police department.



College Place Police Department
Bias-Based / Racial Profiling Report

2024



Bias-based policing is described as the inappropriate reliance on characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age cultural group, disability or affiliation with any non-criminal group as the basis for providing differing law enforcement service or enforcement.

According to state law ([RCW 43.101.410](#)), Local law enforcement agencies shall:

(1) Local law enforcement agencies shall comply with the recommendations of the Washington association of sheriffs and police chiefs regarding racial profiling, as set forth under (a) through (f) of this subsection. Local law enforcement agencies shall:

- (a) Adopt a written policy designed to condemn and prevent racial profiling;
- (b) Review and audit their existing procedures, practices, and training to ensure that they do not enable or foster the practice of racial profiling;
- (c) Continue training to address the issues related to racial profiling. Officers should be trained in how to better interact with persons they stop so that legitimate police actions are not misperceived as racial profiling;
- (d) Ensure that they have in place a citizen complaint review process that can adequately address instances of racial profiling. The process must be accessible to citizens and must be fair. Officers found to be engaged in racial profiling must be held accountable through the appropriate disciplinary procedures within each department;
- (e) Work with the minority groups in their community to appropriately address the issue of racial profiling; and
- (f) Within fiscal constraints, collect demographic data on traffic stops and analyze that data to ensure that racial profiling is not occurring.

(2) The Washington association of sheriffs and police chiefs shall coordinate with the criminal justice training commission to ensure that issues related to racial profiling are addressed in basic law enforcement training and offered in regional training for in-service law enforcement officers at all levels.

(3) Local law enforcement agencies shall report all information required under this section to the Washington association of sheriffs and police chiefs.

Biased-Based Policing Policy

The College Place Police Department (CPPD) policy No. 402 establishes guidance for Biased Based Policing, member responsibilities, supervisor responsibilities, training and State reporting

requirements. The purpose of this policy is to ensure the CPPD is committed to policing in a fair and objective manner to foster community trust.

Policy 402.2 - The CPPD is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. It is the policy of CPPD to provide law enforcement services and to enforce the law equally, fairly, objectively and without discrimination toward any individual or group.

According to Policy 402.4.1, while in the performance of their duties, officers contacting a person shall be prepared to articulate sufficient reason for the contact independent of the protected characteristics of the individual. (Policy 402.4.2) Each time an officer makes a traffic stop, the officer shall report any demographic information required by CPPD.

Complaints

The CPPD maintains an in person or online complaint review process that adequately addresses complaints of racial profiling. Officers accused of racial profiling are held accountable through policy 1008; Personnel Complaints. This process thoroughly investigates any allegation of misconduct or improper job performance against any department employee that, if true, would constitute a violation of department policy, Federal, State or local law.

Supervision and Review

Policy 402.5 states: Supervisors shall monitor those individuals under their command for any behavior that may conflict with the purpose of this policy and shall handle any alleged or observed violation of this policy in accordance with CPPD Policy 1008; Personnel Complaints.

Each year the Chief shall review available data related to traffic stops, including demographic data, existing procedures, practices and training, as well as complaints. The data will be analyzed for any patterns or other possible indicators of racial, or bias-based profiling and included in an annual report for the Washington Association of Sheriffs and Police Chiefs (RCW 43.101.410).

Training

Training on fair and objective policing and review of the CPPD Bias-Based Policing and Profiling Policy will be conducted annually.

The CPPD maintains a record management system through [Tyler's New World](#) and collects demographic data on traffic stops through the Statewide Electronic Collision & Ticket online Records (SECTOR) system managed by the Washington State Patrol (WSP). The CPPD requests and analyzes that data annually to ensure that racial profiling is not occurring. Below is the available data related to traffic stops, including demographic data:

Infractions Issued

In the year 2024, **590** infractions were issued.

Stats include Traffic Infraction and Non-Traffic Violations:

INFRACTIONS ISSUED	2022 Ticket Count	2023 Ticket Count	2024 Ticket Count
American Indian - Alaskan Native	0	1	1
Asian / Pacific Islander	1	1	12
Black	4	4	12
White - Hispanic / Latino	Unknown	Unknown	216
Unknown	1	0	0
White non-Hispanic	178	237	357
Total	230	248	590



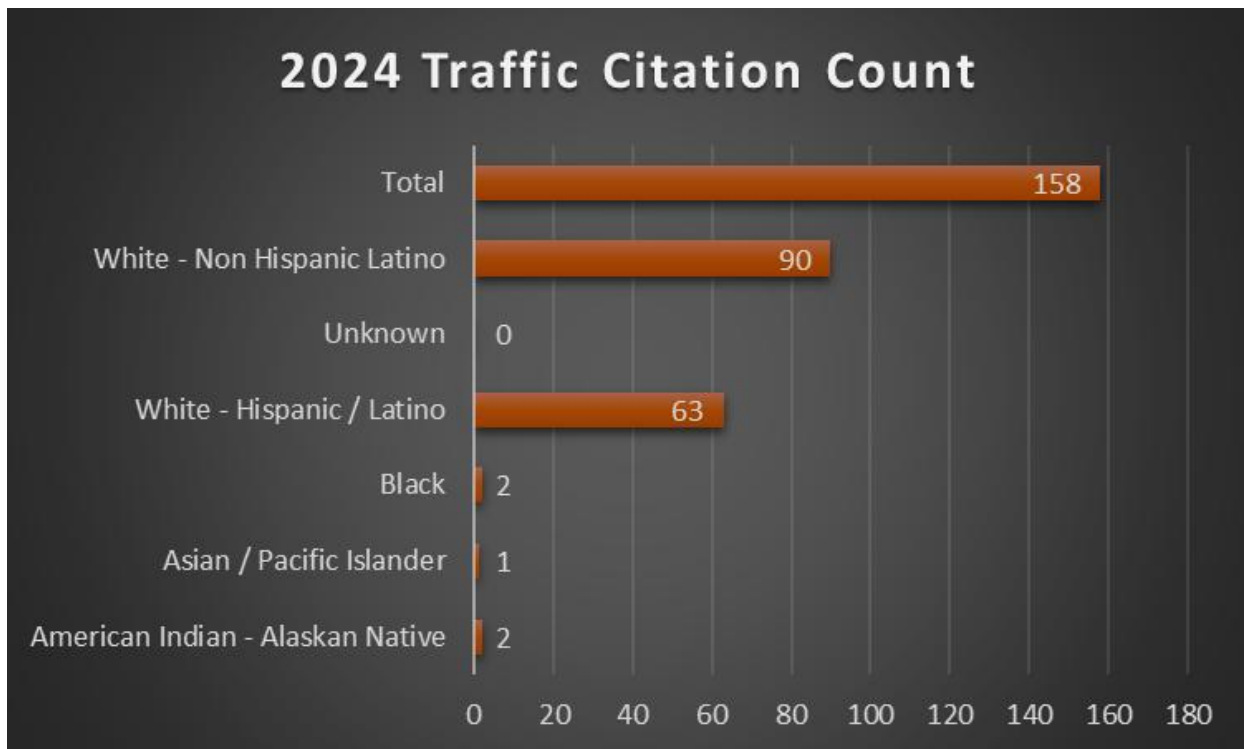
Note: Data pulled from SECTOR by WSP Sector support

Traffic Citations Issued

In the year 2024, **158** criminal traffic citations were issued.

Criminal Traffic (Misdemeanors)

TRAFFIC CITATIONS ISSUED	2024 Citation Count
American Indian - Alaskan Native	2
Asian / Pacific Islander	1
Black	2
White - Hispanic / Latino	63
Unknown	0
White - Non-Hispanic	90
Total	158



Note: Data pulled from SECTOR by WSP Sector support

Non-Traffic Citations Issued

In the year 2024, **236** Criminal non-traffic citations were issued:

Criminal NON-Traffic (Misdemeanors)

CRIMINAL NON-TRAFFIC	2024 Citation Count
American Indian - Alaskan Native	5
Asian / Pacific Islander	2
Black	3
White - Hispanic / Latino	64
Unknown	0
White - non-Hispanic	161
Total	236



Note: Data pulled from Sector by WSP Sector support

City of College Place Population and Demographics –

Reported by the United States Census Bureau, 2020 data search.

Total Population (City of College Place)	9,902	Percentage
White		82.2%
Black or African American		0.4%
American Indian and Alaskan Native		0.8%
Asian		2.4%
Native Hawaiian and Other Pacific Isl.		0.5%
Hispanic or Latino		21.0%
Total Population (Walla Walla County)	62,682	Percentage
White		91.4%
Black or African American		12.2%
American Indian and Alaskan Native		1.4%
Asian		1.7%
Native Hawaiian and Other Pacific Isl.		0.4%
Hispanic or Latino		21.7%
Total Population (State of Washington)	7,738,692	Percentage
White		78.5%
Black or African American		4.4%
American Indian and Alaskan Native		1.9%
Asian		9.6%
Native Hawaiian and Other Pacific Isl.		0.8%
Hispanic or Latino		13.0%

Data retrieved from: [Census.gov](https://www.census.gov)

Traffic Data

The city of College Place has 32 miles of roadways within 2.99 mi² area.

Annual Vehicle Miles Recorded upon State Routes in Walla Walla County - 2022

Total Miles of State Routes (2022): 113.25

Total Miles Driven/Recorded in Walla Walla County (2022): 1,206,469

Vehicle Miles Traveled in Walla Walla County: 441,017 Annually (2020) ([WSDOT VMT](#))

SR-12 West of SR-125 spur, Daily Traffic Volume (2018) = 12,000

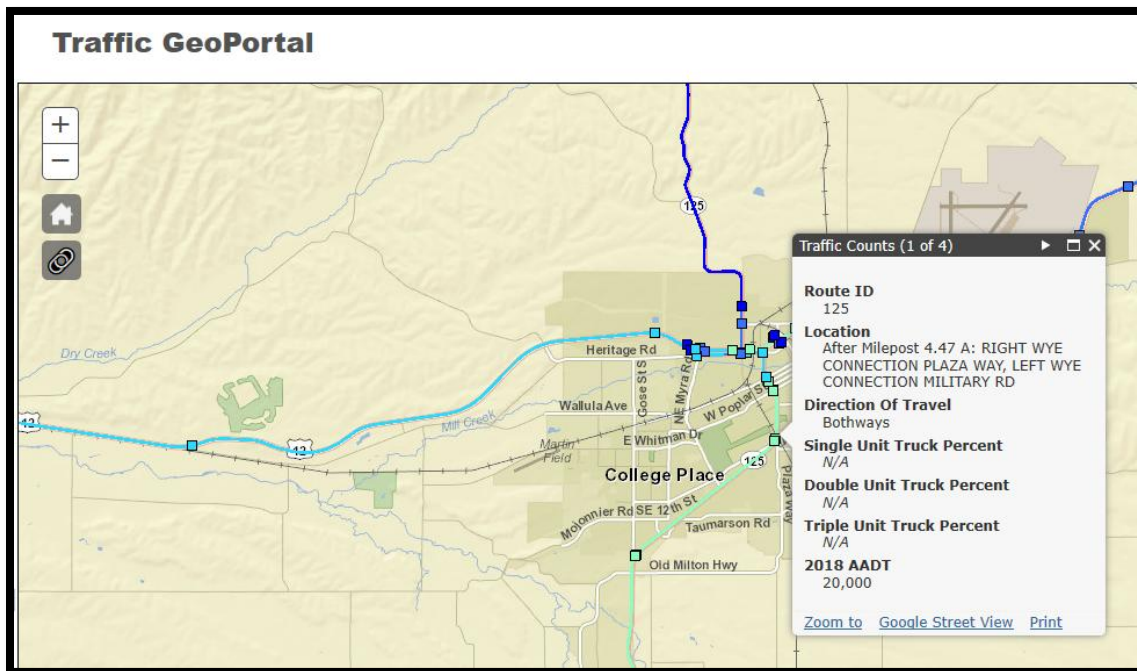
SR-125 @ Myra, Daily Traffic Volume (2000) = 14,879

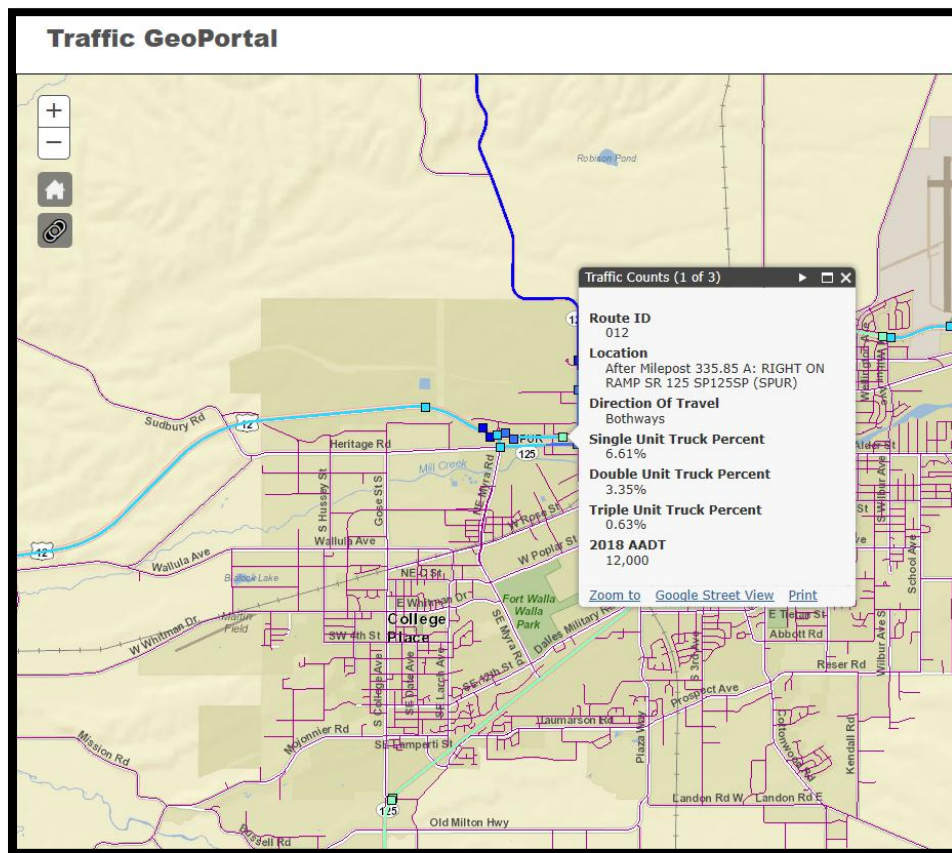
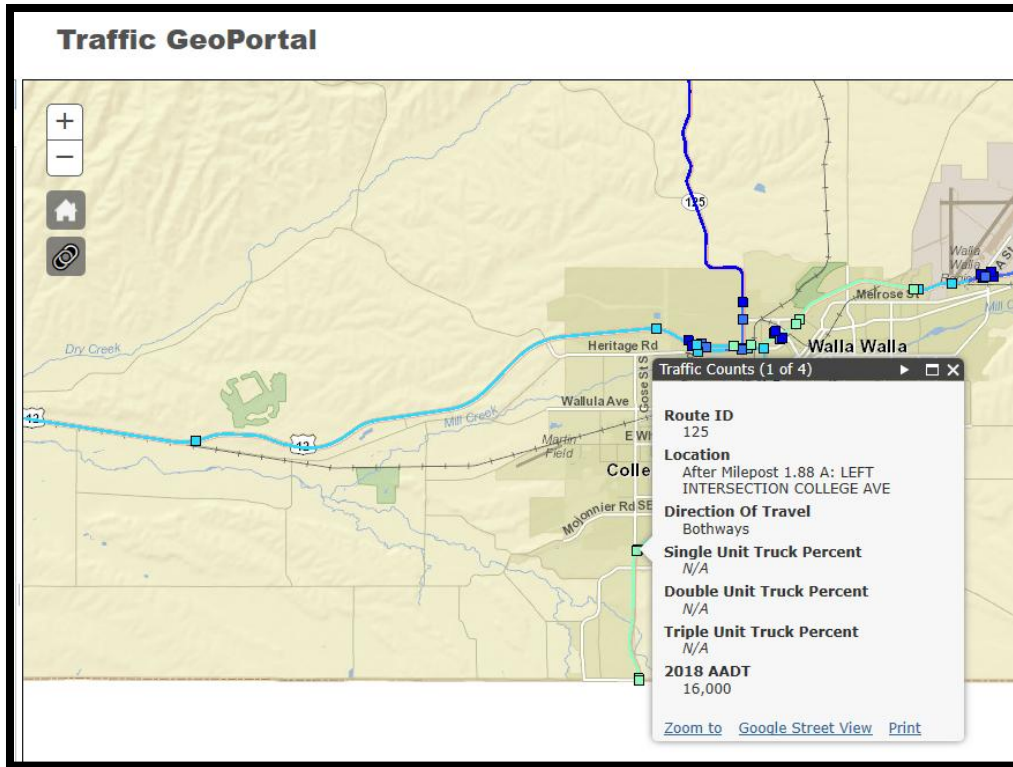
SR-125 @ S. College Ave, Daily Traffic Volume (2022) = 17,302

Data retrieved from Washington State Department of Transportation Annual Traffic Report:

[Washington State Department of Transportation](#)

[Traffic Data GeoPortal](#)





Map of the City of College Place





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

J-U-B Project No.: 30-24-080
J-U-B Project Manager: AJF

This Agreement entered into and effective this 8th day of April 2025, between City of College Place, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: enter into an Agreement with J-U-B to provide professional engineering services for wastewater engineering for their sewer collections system hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Mike Rizzitiello, City Administrator</u>	Work telephone	<u>509.394.8506</u>
	Address	<u>625 S College Avenue</u>	Home/cell phone	<u>509.520.9091</u>
		<u>College Place, WA 99324</u>	FAX telephone	<u>509.525.5352</u>
			E-mail address	<u>mrizzitiello@cpwa.us</u>

For J-U-B:

1.	Name	<u>Alex Fazzari, Area Manager</u>	Work telephone	<u>509.783.2144</u>
	Address	<u>3611 S Zintel Way</u>	Cell phone	<u>509.947.3004</u>
		<u>Kennewick, WA 99337</u>	FAX telephone	<u>509.736.0790</u>
			E-mail address	<u>afazzari@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: City of College Place - General Sewer Plan Update

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of College Place

NAME
625 South College Avenue

STREET
College Place, WA 99324

CITY / STATE / ZIP CODE

BY (Signature)
Mike Rizzitiello, City Administrator

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
3611 S Zintel Way

STREET
Kennewick, WA 99337

CITY / STATE / ZIP CODE

BY (Signature)
Alex Fazzari, Area Manager

NAME / TITLE

*Applicable
Attachments or
Exhibits to this
Agreement are
indicated as
marked.*

- ☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- ☐ **Attachment 2** – Special Provisions
- ☐ **Standard Exhibit A** – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

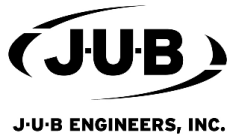
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



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

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: General Sewer Plan Update

CLIENT: City of College Place

J-U-B PROJECT NUMBER: 30-24-080

ATTACHMENT TO:

☒ **AGREEMENT DATED: 4/8/2025**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of College Place (CLIENT) is seeking professional engineering services from J-U-B ENGINEERS, Inc. (J-U-B) for wastewater engineering for their sewer collections system. The scope of work will include preparation of a General Sewer Plan Update and the State Environmental Review Process (SERP) permitting document in accordance with Washington State Department of Ecology (ECY) requirements. The General Sewer Plan (GSP) will address the sanitary sewer conveyance system, capacity analysis, anticipated needs for future facilities, and asset management planning. The GSP will meet the requirements of WAC 173-240-050. The existing 2022 General Sewer Plan will be updated. The General Sewer Plan has the following Chapters and related Appendices:

Chapter	Description	Appendices
1	Introduction	A
2	Planning Information	T, U
3	Flows and Loads	M
4	Performance and Design Criteria	O
5	Wastewater Treatment Plant	N
6	Collection System	B, C, D, E, F, G, H, I
7	Capital Improvement Plan	J, K, L
8	Financial Plan	S
9	Operations Program	P, Q,

SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 1: General Sewer Plan Update

1. Subtask 001: Project Management
 - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
 - b. Conduct project planning and risk assessment.
 - c. Coordinate quality assurance/quality control (QA/QC) processes.
 - d. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
 - e. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
 - f. Regularly monitor project status, budget and schedule.
 - g. During periods of project activity, provide a regular emailed report to CLIENT on project status, budget and schedule.
 - h. Provide a monthly invoice including budget status.
 - i. Provide ongoing document handling and filing.
2. Subtask 002: Workshops
 - a. Conduct the following workshops during the course of the General Sewer Plan tasks:
 - i. One Project Kickoff Meeting.
 - ii. One City Review Workshop #1 – Review preliminary findings for Chapters 1 through 5 (Introduction, Planning, Performance & Design Criteria, Pretreatment, and Flows and Loads) and discuss pipe replacement plan.
 - iii. One City Review Workshop #2 – Review preliminary findings for Chapters 6 and 7 (Collection System and Capital Improvement Plan).
 - iv. One presentation to City Council.
3. Subtask 003: QC Reviews
 - a. Perform internal reviews at appropriate phases for quality control (QC).
4. Subtask 004: Compiling Deliverables
 - a. Compile content developed in subsequent subtasks and generate the following deliverables:
 - i. Chapters 1 through 6 – Preliminary Client Review Draft: One PDF copy (including appendices).
 - ii. Chapter 7 through 9 – Preliminary Client Review Draft: One PDF copy (including appendices).
 - iii. Agency (City and Ecology) Review Draft: One PDF copy.
 - iv. Final General Sewer Plan: One PDF copy and two hard copies (including appendices).
5. Subtask 100: Executive Summary
 - a. Summary of the key findings of the General Sewer Plan. To be completed with Agency Review Draft and updated with Final.
6. Subtask 101: Introductions
 - a. Update the appropriate sections and tables of the background, study scope, and system overview.
7. Subtask 102: Planning Information
 - a. Update the project study boundary (the treatment facility and existing service area).
 - b. Provide vicinity and site maps for the existing collection system.
 - c. Briefly describe the existing environmental conditions, as required in WAC 173-240-050: physiography, topography, geology, soils, hydrology, fauna/flora, development, cultural resources, utilities, floodplains/wetlands, rivers, health and water quality, farmlands, aquifer, land use, climate, air and noise quality, energy, and socioeconomics.
 - d. Update existing Chapter to meet the requirements of WAC 173-240-050.

8. Subtask 103: Flows & Loads
 - a. There will be no update to hydraulic model; therefore, flows/loads will not be evaluated.
 - b. Infiltration and inflow (I/I) will be briefly updated. It is assumed that I/I will be considered non-excessive per EPA standards.
9. Subtask 104: Performance and Design Criteria
 - a. Reference existing standard details and specifications.
 - b. No other updates necessary.
10. Subtask 105: Existing WRF Evaluation
 - a. Refer reader to Facility Plan.
11. Subtask 106: Collection System
 - a. A hydraulic model of the existing collection system does not exist and will not be updated.
 - b. Committed Capacity
 - i. Evaluate existing available capacity at Homestead Lift Station.
 - ii. Provide the size, approximate location, and depth for future sewer pipes 10-inches in diameter or larger.
 - iii. Identify potential capacity issues in the existing collection system that may arise as the City develops new areas within the City limits.
 - c. Master Plan
 - i. Evaluate buildout of the Urban Growth Area Boundary. City will provide land uses for undeveloped areas as well as future industrial flows.
 - ii. Provide the size, approximate location, and depth for future sewer pipes 10-inches in diameter or larger.
 - iii. Identify potential capacity issues in the existing collection system that may arise as the City develops outside of the City limits.
 - d. Facility Improvements
 - i. Develop a comprehensive rehabilitation / replacement plan for all existing lift stations.
 - ii. Develop a comprehensive rehabilitation / replacement plan for the existing collection system. The prioritization criteria and weighting developed during the 2022 GSP will be updated based upon Client feedback.
 - iii. Identify necessary piping projects for the projected flows.
 - e. Prepare planning-level opinions of probable capital cost (AAECI Class 4, -30%/+50%).
12. Subtask 107: Capital Improvement Plan
 - a. Develop a Capital Improvement Plan that identifies collection system improvements for the next ten years (2025 – 2035).
13. Subtask 108: Financial Analysis
 - a. A financial plan will not be developed for this General Sewer Plan. Instead, reference will be made to the City's Capital Facility Plan.
14. Subtask 109: Operations Program
 - a. Summarize the management, organizational structure, and staffing requirements.
 - b. Summarize Operations and Maintenance tasks and frequency.
15. Subtask 200: SERP Permitting
 - a. This includes following Ecology's State Environmental Review Process (SERP) process, which includes development of a non-project SEPA Checklist.

PART 2 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Water meter data linked to geospatial information.
 2. Projected growth rates.
 3. Other information needed for the General Sewer Plan.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Topographic survey services.
 2. Hydraulic modeling.
 3. Financial plan.

PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
1	General Sewer Plan Update	Lump Sum	\$70,000	Draft General Sewer Plan in approximately 6 months from start. Final, after Ecology review, expected to be approximately 12 months from start of project.
Total:			\$70,000	

- E. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

Exhibit(s):

- None.

For internal J-U-B use only:

PROJECT LOCATION (STATE): WA

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Disposal (S04)
2. Municipal/Utility Engineering (203)

March 14, 2025

Mike Holden, Capital Projects Manager
City of College Place
625 South College Place
College Place, WA 99324

Via email: MHolden@cpwa.us

Regarding: Damson Avenue Reconstruction – Amendment No. 2
PN 68130.000

Dear Mike:

PBS Engineering and Environmental LLC (PBS) is pleased to submit this amendment proposal to the City of College Place to provide engineering design and construction management services for the Rose Street Pedestrian Lighting project in the City of College Place.

This proposal outlines our project approach, scope of work, and budget for PBS services based on our understanding of the project, information provided to us to date, and experience with similar projects. Some of the engineering design for the pedestrian lights was included in Amendment No. 1; this proposal captures the additional design work for the expanded project, cultural resources review and reporting and ROW procurement support for the pedestrian light project.

SCOPE OF WORK

See Attached Scope of Work.

COMPENSATION ESTIMATE

PBS proposes to provide the scope of work on a time and materials basis. The maximum amount payable under this agreement is:

Rose Street Pedestrian Lighting – Design	\$187,410.00
Rose Street Pedestrian Lighting – Construction Management	\$74,039.00
Total	\$261,449.00

This cost estimate includes all labor, materials, transportation, equipment, and other expenses required to complete the work described.

UPDATED CONTRACT VALUE

Original Contract for Damson Avenue Reconstruction	\$145,659.91
Amendment 1 for Damson Avenue Reconstruction Construction Management and Rose Street Pedestrian Lighting Design and Construction Management (Ash to Lambert as part of the Damson Avenue Reconstruction Construction Contract)	\$283,095.50
Amendment 2 for Rose Street Pedestrian Lighting (Ash to Carey as a standalone construction contract)	\$261,449.00
New Total	\$690,204.41

Terms and Conditions Options

The fees and terms under which these services are provided will be in accordance with the attached PBS General Terms and Conditions for Professional Services (Rev. 03/2024). The Terms and Conditions and this proposal constitute the entire agreement (Agreement) between the parties and may not be changed without prior written consent of the parties.

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

JOBSITE SAFETY

At PBS, we are committed to keeping our employees, clients, contractors, and communities safe and healthy. All work that PBS employees perform is conducted following federal, state, and local safety guidelines.

APPROVAL

Please indicate acceptance of this Agreement by returning a signed copy of this Agreement or a purchase order incorporating the terms and conditions of this Agreement.

Please feel free to contact me at 509.394.4070 or Jeremy.weiland@pbsusa.com with any questions or comments.

Sincerely,



Jeremy Weiland, PE
Project Manager
PBS Engineering and Environmental LLC

ACCEPTED BY:
City of College Place

Signature of Authorized Representative

Name (Please Print)

Title

Date

cc: File

Attachment(s): Scope of Work
Fee Spreadsheets
PBS General Terms and Conditions for Professional Services (Rev. 03/2024)

CITY OF COLLEGE PLACE, WASHINGTON

SCOPE OF WORK

Amendment #2

NE Damson Avenue Reconstruction (NE Cargill Ave to NE Rose Street) (Rose Street Pedestrian Lights)

INTRODUCTION AND BACKGROUND

PBS Engineering and Environmental, Inc. (PBS) and their consultant team were selected by the City of College Place (City) to perform traffic and design engineering and other engineering services for the NE Damson Avenue Reconstruction project from NE Cargill Avenue to NE Rose Street.

The Transportation Infrastructure Board (TIB) committed funding for pedestrian lights along Rose Street contingent upon the City completing the design, adding it to the Damson Ave Reconstruction construction project and having construction completed by the end of 2024. The City asked PBS to add the Rose Street pedestrian lighting from N College Avenue to NE Lambert Avenue to the original agreement through Amendment No. 1. PBS prepared the construction plans and issued them to the current Contractor to receive pricing and add the pedestrian lighting to the Damson Ave Reconstruction construction project as a change order. The Contractor's pricing exceeded TIB's budget and TIB pulled the funding for the pedestrian lighting.

TIB instructed the City to resubmit the Rose Street Pedestrian Lighting for 2025 funding and include additional lights on the north side of Rose Street from Lambert Ave. to Carey Court. The City resubmitted the project and was awarded funding for the original and expanded scope.

AMENDMENT DESCRIPTION

The NE Rose Street Pedestrian Lighting project will include the design, bidding and construction management of pedestrian luminaires along NE Rose Street from N College Avenue to NE Carey Court; the project is a continuation from a previous reconstruction project completed under the CARS project. The luminaires will be on the south side of Rose Street from College Ave to Carey Court and the north side of Rose Street from Wallula Ave to Carey Court.

This Amendment includes the survey, design, cultural resources assessment and ROW procurement support to prepare a standalone bid/construction package for the Rose Street pedestrian lights. This Amendment also includes the construction management of pedestrian lighting. This Amendment covers work that exceeds the previous Amendment No. 1.

The project is expected to start construction in Summer of 2025.

The project team includes services by each company as listed below:

- PBS Engineering and Environmental, LLC – Survey, engineering, construction and ROW drawings and construction management
- GRAM Northwest, LLC – Cultural resources assessment
- Universal Field Services – ROW procurement support
- Intermountain Materials Testing - Material testing.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

PBS shall oversee project tasks and coordinate with City representatives to manage the scope, schedule, and budget for the NE Rose Street Pedestrian Lighting design engineering phase.

Sub-Task 1.1: Contract Administration, Invoicing, and Progress Reports

- Prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups; total cost for labor and expenses for the billing period; subconsultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
- Maintain required contract documentation. Provide copies of project files and records to the CITY for audits and public information requests. Final documents shall be provided in electronic format as requested.

Deliverables

- Monthly invoices
- Project Documentation, upon request

Sub-Task 1.2: Meetings

This item includes the coordination and meetings necessary to successfully complete the project.

- PBS shall schedule Project team meetings and prepare meeting agendas. This includes progress meetings with City staff, review meetings and coordination meetings.
- PBS shall organize and hold Project meetings with key Project team members, as well as representatives from the City, TIB, and other agencies, as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.
- Up to 2 virtual or in-person meetings with City Staff
- Up to 2 internal PBS design team coordination and meetings.
- Final PS&E milestone review meeting with City staff after review of the Final PS&E submittal.

Deliverables

- Meeting Agendas and Meeting Summaries within 5 working days of the meeting.

Sub-Task 1.3 Management, Coordination, and Direction

- PBS shall provide management, coordination, and direction to the Project team in order to complete the project on time and within budget. The City fosters a partnership approach of all stakeholders in the Project. PBS shall integrate this strategy into the overall management approach.
- PBS shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- PBS shall coordinate Consultant tasks and activities with the City.

Deliverables

- Summary notes of coordination efforts

Sub-Task 1.4 – TIB Coordination

- PBS will coordinate with TIB and the City for all applicable TIB procedures, approvals, and processes related to the project.
- TIB coordination meetings with the City and the Consultant will be held for key aspects of the project.

Deliverables

- Coordination meeting agendas and meeting summaries.

TASK 2: SURVEYING

Sub-Task 2.1 – Surveying

Surveying, Legal Descriptions, and Exhibits

PBS will perform additional topographic surveying along NE Rose Street and data collection services to include the following:

- PBS will perform topographic survey along the project corridor within the limits necessary to design the project and prepare ROW acquisition exhibits. PBS will research existing records for information on available as-built and utility maps, request One-Call utility locates and field survey existing above ground features (i.e. edge of pavement, curbs, sidewalks, buildings, trees, utilities, etc.

Base Map Update

- PBS will update previous existing conditions base map showing mapped features and utilities collected from both survey and as-built plans.

Site Visits

- PBS will conduct site visits to verify the design fits the field conditions.

Project Photos

- PBS will conduct site visits, take project photos of the right of way along the corridor and conduct field verification of survey data represented in project base map. Consultant will use photographs to document pre-project conditions.

Assumptions

- Traffic control (flagging), if necessary, will be billed as an expense.
- Traffic control plan (TCP), if necessary, will be provided by the traffic control company and billed as an expense.
- Costs for title reports will be passed on to the City as an expense.

Deliverables

- Topographic Survey
- Basemap
- Project Photos

TASK 3: TRAFFIC ENGINEERING (UPDATED)

The following tasks outline the scope of services to be provided for traffic engineering tasks associated with this project.

Sub-Task 3.1 – Illumination Design

PBS will conduct a detailed lighting analysis for the design of additional pedestrian lighting for the existing pedestrian pathway along NE Rose Street. The lighting analysis will consider existing lighting within the project limits. The lighting analysis will be conducted using the AGi32 Lighting Analysis software and will follow light level guidance provided in the WSDOT Design Manual. Additional guidance documents include:

- WSDOT AGi32 Basics
- WSDOT Illumination Design Supplement
- American National Standards Institute (ANSI) / Illuminating Engineering Society of North America's (IESNA) Design of Roadway Facility Lighting RP-8-21
- AASHTO Roadway Lighting Design Guide, 7th Edition

The lighting analysis will be utilized for the lighting design as shown on the plans in Task 4.

Assumptions

- Existing roadway lighting will be inadequate to meet current standards, and new lighting will be required to accommodate the pedestrian pathway along NE Rose Street.

TASK 4: DESIGN ENGINEERING – PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

PBS will execute the design and prepare the plans, specifications and estimate (PS&E) for the Rose Street Pedestrian Lights project. PBS will be responsible for providing design engineering services for the deliverables outlined below:

- Final PS&E Submittal
- QA/QC

Sub-Task 4.1 – Final Design (PS&E)

PBS will review previously developed plans and finalize construction documents in preparation of bidding and construction documents. These documents will consist of plans, specifications, and bid item list, an engineer's estimate, and an anticipated construction schedule.

Design tasks include the following:

- Prepare final special provisions as needed for nonstandard items shown on the plans and compile the project specifications.
- Coordinate clearance zone conflict concerns with PacifiCorp (PPL).
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 100% plans, special provisions, and estimate for review.
- Address City 100% review comments regarding the PS&E.
- Prepare and submit Final Bid Package

Final design phase plan set shall include the following:

- Cover sheet (1 sheet)
- General notes sheet (1 sheet)
- Legend sheet (1 sheet)
- Key Map sheet (1 sheet)
- Existing Conditions and Demolition plans (4 sheets)
- Site Plans (4 sheets)
- Street Details (2 sheets)
- Lighting Plans (5 sheets)
- Lighting Details sheet (1 sheets)

Assumptions

- Pedestrian illumination will match N College Avenue.

Deliverables

- 100% & Final plans
- 100% & Final special provisions
- 100% & Final estimate
- Bid documents

Sub-Task 4.2 – QA/QC

PBS shall perform an internal QC Review prior to each Agency plan review submittal. PBS shall coordinate and perform QC checks on plans, design revisions and computations, estimates, and other deliverables. PBS shall coordinate between design disciplines so that the design is in conformance with applicable Agency design standards (in place at time of Project), and that prior review comments have been incorporated into the design.

Deliverables

- Copies of key correspondence.

TASK 5: UTILITY COORDINATION

PBS will contact utilities within the project limits and update existing system mapping. Review mapping for consistency with project base map.

PBS will conduct a utility reconnaissance of the project corridor to determine visual evidence of underground and above ground utility facilities and confirm utility provided facility maps and project base map completeness.

PBS will identify and discuss with each utility special requirements associated with their facility relocation modification.

Sub-Task 5.1: Utility Meetings

PBS will meet with each utility that may impact or be impacted by the project and coordinate mitigation measures. Meeting agendas and summaries will be prepared and transmitted to utility representatives, City, and Consultant team members.

Deliverables

- Copies of key correspondence.

TASK 6: CULTURAL RESOURCES

In the State of Washington, Executive Order (EO) 21-02 requires all state agencies implementing or assisting capital projects using funds appropriated in the State's biennial Capital Budget to consider how future proposed projects may impact significant cultural and historic places. To do so, agencies and groups are required to notify the Department of Archaeology and Historic Preservation (DAHP), the Governor's Office of Indian Affairs (GOIA), and concerned tribes and afford them an opportunity to review and provide comments about potential project impacts (Governor's EO 21-02 [formerly 05-05] | Washington State DAHP).

Additional mitigations may be required depending on consultation with DAHP and Consulting Parties.

The following are the main cultural resources tasks needed for this project:

- Prepare a draft Area of Potential Effect (APE) description for the City. Subsequent changes to the project may require a revised APE submittal.
- Submit an EZ form for the project area to meet EO 21-02. The City will submit the EZ form to DAHP, TIB, and to the local tribes. GRAM NW can assist with these steps, if needed.
- Conduct a paper and electronic search for known historic and archaeological resources.
- Conduct an archaeological pedestrian survey of the APE, no more than 10 meters (33 feet) apart.
- Conduct shovel test probes (STPs) of the APE, recommended a minimum of 20 STPs. STPs will consist of approximately 30-centimeter (12-inch) diameter excavation extending approximately 1 meter (39.3-inches) in depth or upon refusal (inability to further excavate due to geological or other prohibiting factors).
- GRAM NW will prepare a cultural resources technical report for the project .
 - The report will summarize the project and discuss the coverage and outcomes of previous studies. The project description, location, and environmental setting; background review; field survey methodologies and results; recommendations of NRHP eligibility for resources; and conclusions and recommendations will be summarized in one cultural resource technical report.
 - A draft of the report will be provided for review to the project team and City, and once approved will be submitted to the City and uploaded to DAHP's online database (WISAARD).
- Develop an Inadvertent Discovery Plan for the project.

Assumptions

- A Cultural Resources Survey will be completed in compliance with the State Environmental Protection Act (SEPA) and Executive Order 21-02. No additional state or federal regulations are applicable to this project.
- No Traditional Cultural Properties (TCP) studies will be conducted.
- No additional archaeological sites will be identified during background research or fieldwork. If an archaeological site is identified during the survey, additional fee may be required to determine if the site is eligible for listing in the National Register of Historic Places (NRHP). If the site is found to be eligible for listing in the NRHP, mitigation may be necessary. Mitigation is not included in this scope of work.

- No previously unrecorded Historic Properties (NRHP eligible irrigation canals, historic buildings, or other archaeological sites) are located within the project area. If additional Historic Properties are identified, a revised scope of work and additional funding will be required.
- If human remains are discovered during field work, all activities in the immediate area of the discovery will be terminated. The City will be informed of the find, and the county coroner and DAHP will be notified.
- Access to the project area will be given 7 days a week.
- One set of draft report comments provided by the City will be addressed.
- One set of draft report comments provided by The Agencies/Consulting Parties will be addressed.
- Required fieldwork will be limited to pedestrian survey and excavation of STPs as described above within the project area. A revised scope of work and adjusted fee will be required if supplemental fieldwork is necessary.
- No mitigation, site evaluations, or cultural resources monitoring will be required. If monitoring is required, a revised scope of work and additional funding will be required.
- Methodology for fieldwork may be altered based on conditions encountered at the time of survey. This may include but is not limited to the presence or absence of crops/buildings/facilities, geologic conditions, or other limiting environmental factors.
- No laboratory analysis or artifact curation will be required for this project. If laboratory analysis or artifact curation is needed, a revised scope of work and additional funding will be required.
- All estimates for project completion are based on optimal site access and weather conditions. Adverse weather conditions may impede fieldwork and lengthen project schedules.
- If local, state, or federal agencies require additional fieldwork including expanded shovel testing or unit excavation in order to comply with applicable regulations/guidelines a revised scope of work and adjustment of fee will be required.

Deliverables

- Area of Potential Effect (APE) description, the City will submit the APE request to TIB
- Draft and Final Cultural Resources Technical Report
- Inadvertent Discovery Plan

TASK 7: RIGHT OF WAY

PBS shall provide labor, equipment and materials to acquire acquisitions from six properties for the City. PBS will provide the property owner list, maps, descriptions and documents needed.

ROW activities shall conform to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and City Policies and Procedures.

Sub-Task 7.1: Preliminary Title Reports

PBS will obtain preliminary title reports for each property acquisition. PBS will review each preliminary title report for encumbrances, liens or defects.

Assumptions

- Title reports for 6 parcels are required

Deliverables

- 6 preliminary title reports

Sub-Task 7.2: Appraisal and Appraisal Review

PBS will use Washington Department of Transportation approved appraisers. The consultant shall provide one appraisal and appraisal review for each ownership.

Appraiser shall provide written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on any inspection of the property for appraisal purposes.

Appraisal shall conform to the Uniform Standards of Professional Appraisal Practice (USPAP).

PBS will provide an appraisal review for each appraisal. The appraisal review will be conducted by another Washington Department of Transportation approved appraiser.

Assumptions

- 6 Appraisals are required
- 6 Appraisal Reviews are required

Deliverables

- 6 Appraisals
- 6 Appraisal Reviews

Sub-Task 7.2: Appraisal and Appraisal Review

PBS will conduct negotiations on behalf of the City.

PBS will research the ownership status of the parcel and any existing conditions impacting the parcel. PBS will provide potential courses of action for obtaining clear title for the City.

Property owners who are considering a donation must be informed in writing of their right to just compensation. The owner will sign the donation form indicating their waiver of their rights, if they elect to donate.

PBS will compile and/or prepare all essential documents to be submitted to owners using City approved documents. These include, but are not limited to project information letters, acquisition and relocation brochures, offer-benefit letters, acquisition summary statements, copy of the valuation, map of acquisition, and instruments of conveyance. Universal shall make all offers in person or by certified mail.

PBS shall provide all property owners with:

A complete copy of the valuation that just compensation is based upon at the initiation of negotiations.

PBS will prepare and maintain written diaries of negotiator contacts with property owners and tenants to document:

- Efforts to achieve amicable settlements,
- Owners' suggestions for changes in plans,
- Responses to owners' counterproposals, etc.

The Consultant will make every reasonable effort to acquire the ROW expeditiously by negotiation. Property owners must be given a reasonable opportunity to consider the offer and present material the owner believes is relevant to determining the value of the property.

Assumptions

- The City will be responsible for closing each acquisition including recording documents and making payment to the owners

Deliverables

- 6 completed negotiation packets with document for recording.

TASK 8: Bidding Services

PBS will support the City through the public bidding process.

The primary bidding support tasks for this project:

- Advertise the project for bid in the local public publication.
- Advertise the project and distribute documents through QuestCDN.
- Host a pre-bid conference.
- Respond to bidder questions and requests for information (RFIs)
- Prepare up to three (3) addenda.
- Attend the bid opening.
- Tabulate the bid results
- Provide a Recommendation of Award letter to the City.

Assumptions

- None.

Deliverables

- List of plan holders updated weekly.
- Electronic responses to bidder inquiries, submittals, and RFIs.
- Answer pre-bid questions.
- Prepare addendum.
- Recommendation of Award letter.

TASK 9: CONSTRUCTION PROJECT MANAGEMENT AND COORDINATION

Not used.

TASK 10: CONSTRUCTION MANAGEMENT AND CONSTRUCTION ENGINEERING (ADDITIONAL EFFORT FOR INDEPENDENT CONSTRUCTION CONTRACT)

PBS will provide construction management and construction engineering for the Rose Street Pedestrian Lights project.

Subtask 10.1: Preconstruction Conference

PBS will conduct a preconstruction conference with the City and Contractor. PBS attendance will include the construction manager and construction observer. An agenda will be prepared and distributed to the City and Contractor prior to the meeting.

Assumptions

None.

Deliverables

- Meeting agenda.
- Meeting minutes.

Subtask 10.2: Construction Progress Meetings

PBS will host weekly construction progress meetings. PBS attendance will include the construction manager and the construction observer.

Assumptions

- The construction duration will be 110 calendar days or less, assume 8 semi-weekly construction progress meetings.
- Assume 2-hours per meeting including agenda and minutes preparation; 4 labor hours.

Deliverables

- Construction meeting agenda and minutes distributed to the City and Contractor.

Subtask 10.3: Contractor Submittals

PBS will receive and review material submittals (manufacturer's certificates of compliance, certificates of material origin, cut sheets, qualified product list sheets, etc.), construction schedules, shop drawings, and other items required from the Contractor to ensure compliance with contract requirements. PBS will review the following submittals, including but not limited to material-specific submittals, HMA and concrete mix designs, illumination materials, landscape items, and others required by construction contract specifications. Additional submittals include the SPCC plan, traffic control plan and staging plan. PBS will transmit approvals or correction requirements to the Contractor.

Assumptions

- Assumes up to 15 Contractor submittals.
- Assumes 2 hours per submittal.

Deliverables

- Copies of approved material submittals.
- Copies of written communications with the Contractor.

Subtask 10.4: Construction Administration and Engineering

PBS's construction manager will coordinate with the construction observer and City staff throughout the duration of the project, keep a record of decisions made, review and recommend solutions to change order requests, and review progress and final progress estimates. PBS will review and track Contractor labor compliance documentation, including subcontracts, utilization reports, and subcontractor paid reports. PBS will review, and track Contractor pay applications.

The primary construction administration and engineering tasks are:

- Review the Contractor's proposed Monthly Pay Estimate and provide a draft Monthly Pay Estimate to the City for review and approval. Assumed a total of three (3) monthly estimates plus the final estimate.
- Receive and review daily construction observation reports recording pertinent information such as: Contractor's hours on the site, weather conditions, and data relative to potential Change Orders, Minor Change Orders, or changed conditions, site visitors, daily activities, and decisions.
- Receive and review Contractor's Erosion Control Inspection reports and notify the City staff if any irregularities or concerns are identified.
- Receive, review, and determine the acceptability of schedules provided by the contractor. These may include the Progress Schedule, Schedule of Submittals, and Schedule of Values.

Assumptions

- Assumes 1 review of each document
- Assumes half of the documents will have to be returned to the Contractor for re-submittal.
- Assume a second review for half of submitted documents

Deliverables

- Copies of plans and reports provided by the Contractor with approval
- Copies of Erosion Control Inspection Reports to the City
- Draft of Monthly Pay Estimates for review and approval
- Copies of Inspector's daily reports
- Copies of written communications
- Record of field decisions
- Record of Contractor labor compliance, including subcontracts
- Copies of Schedules provided by the Contractor

Subtask 10.5: Response to Questions and Change Orders

PBS will assist the City in response to requests for information (RFI) and response for clarifications (RFC) by the Contractor and provide supplemental information as needed to maintain the progress of the work. If field adjustments are required, as a result of a change in conditions or a desired change by the City, PBS will prepare necessary change order documents and plan revisions for approval by City staff. PBS will provide the City with draft change order documents for review, approval, and issuance to the Contractor.

The primary response to questions and change order document duties will include the following:

- Assist the City with addressing construction questions and Request for Information (RFI) from the Contractor.
- Assist the City with processing Request for Clarification (RFC) from the Contractor.
- Assist the City with preparing field directives and change orders and provide these to the City for approval and issuance to the Contractor.
- Prepare design changes associated with change orders (including exhibits) during the construction process.

Assumptions

- Address up to 4 RFI's
- Process up to 2 RFC's

- Prepare up to 1 field directives and 2 change orders
- Prepare up to 1 design changes.

Deliverables

- Copies of RFIs and responses to the City staff
- Copies of RFCs and responses to the City staff
- Draft field directives and change orders to the City for approval and issuance to the Contractor
- Plan sheets for design changes

TASK 11: CONSTRUCTION OBSERVATION (ADDITIONAL EFFORT FOR INDEPENDENT CONSTRUCTION CONTRACT)

PBS will provide construction observation for the Rose Street Pedestrian Lighting projects.

Subtask 11.1: Site Visits

PBS's Construction Manager will perform site visits as necessitated by concerns or issues arising from construction, or when requested by the City.

Assumptions

- An average of one site visit each week for up to 3 months.

Deliverables

- Copies of written communications
- Copies of observation reports

Subtask 11.2: Material Testing

PBS will perform material testing with the subconsultant staff.

Assumptions

- Compaction testing for trench backfill
 - Twelve compaction tests CSTC under pavements
 - Eight compaction tests native materials (not under pavements).
- Concrete
 - Two gradations on coarse aggregate
 - Two gradations on fine aggregate
 - 12 sets cylinders and breaks

Deliverables

- Copies of test results and reports.

Subtask 11.3: Inspection Services

PBS shall provide on-site construction inspection services. PBS's construction inspector will be the Engineer's agent for the project and will act as directed by, and under the supervision of the engineer. The inspector's oversight pertaining to the Contractor's work shall, in general, be with the engineer and Contractor, keeping the City staff advised as necessary. The inspector's interaction with subcontractors shall only be through, or with, the full knowledge and approval of the Contractor. The inspector shall communicate with City staff, with the knowledge of and under the direction of the engineer. For budgeting purposes, this assumes one

full-time inspector transitioning to part time as project demands change for 16 weeks during a total project time of 4 months. The inspector's responsibilities will include the following:

- The inspector will serve as the engineer's liaison with the Contractor, working principally through the Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
- The inspector will assist in obtaining additional details or information from the City staff when required for proper execution of the work.
- The inspector will conduct on-site observation of the project to ensure work is completed in accordance with the Contract Documents and advise the City staff if any changed conditions are encountered.
- The inspector will coordinate in advance of scheduled major inspections, or specialty inspections and verify that appropriate City staff personnel are present, and that adequate records are kept.
- The inspector will prepare a daily inspector report recording pertinent information such as: Contractor's hours on the site, weather conditions, and data relative to potential Change Orders, Field Orders, or changed conditions, site visitors, daily activities, and decisions.
- The inspector will immediately notify the City staff of any site accidents, emergencies, acts of God endangering the work, or damage to property.
- The inspector will review the contractor's pay estimates to ensure work being paid for has been completed. Inspector will track and process materials-on-hand in accordance with the Contract Documents.
- The inspector will track bid item quantities daily.
- The inspector will represent the City when communicating with the community.

Assumptions

- The project inspector is available to be on site up to 10 hours per day for 16 weeks over a total project time of 4 months. The inspector is anticipated to spend an average of 5 hours per day onsite and 1 hour per day recording documentation.

Deliverables

- Daily Inspection Reports.
- Daily Tracking of Bid Item Quantities.
- Project photos

TASK 12: PROJECT CLOSEOUT AND AS-BUILTS (ADDITIONAL EFFORT FOR ADDED PED LIGHTS)

PBS will provide project closeout and as-builts for the Rose Street Pedestrian Lighting project.

Subtask 12.1: As-Builts

The Final Plans will be revised to conform to construction record drawings from information supplied by the Contractor, and as reviewed by the PBS's inspector.

The primary project closeout duties are:

- Review Construction Record Drawings provided by the Contractor.
- Submit draft As-Built Drawings for City review
- Revise the As-Built drawings based on City comments and submit final As-Built drawings for approval.

Deliverables

- Reviewed Construction Record Drawings.

Subtask 12.2: Closeout Documentation

PBS will compile project closeout documentation and coordinate with the Contractor and the City to obtain the required documents. PBS will assemble project documentation and coordinate the following items with the City at project completion.

- PBS's construction manager, inspector and the City staff will perform final inspections and will create a list of punch list items. The Construction Manager and the City staff will establish dates of substantial, physical, and contract completion.
- PBS will prepare draft letters of substantial, physical, and contract completion for review, approval, and issuance by the City.
- PBS will assemble construction documentation in binders for delivery to the City.

Deliverables

- Draft letters of substantial, physical, and contract completion for approval and issuance by the City
- Hard copy of construction documentation and electronic files on CD

NE Rose St Illumination - Design & CM Fee Amend 2

City of College Place, Washington
Wednesday, March 12, 2025

PBS

TIB Estimate - Design and CM Services															PBS	SUBCONSULTANTS			SUB	Additional Design Engineering
Task and Description	ENG - MANAGER VII	ENG V	ENG IV	ENG I	Survey V	Survey IV	Survey 2- Person Crew	ENG I	Const II	CAD Mgr.	CAD 1	PRJ ADMIN III	ADMIN	Expense	TOTAL	GRAM NW	UFS	Testing Company	TOTAL	BUDGET AMOUNT
Task 1: Project Management and Coordination	26.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	8.00	0.00		7,770.00					7,770.00
Sub-Task 1.1: Contract Administration, Invoicing, and Progress Reports	8.00											8.00			2,960.00				0.00	\$2,960.00
Sub-Task 1.2: Meetings	8.00								4.00						2,460.00				0.00	\$2,460.00
Sub-Task 1.3: Management, Coordination, and Direction	4.00														940.00				0.00	\$940.00
Sub-Task 1.4: TIB Coordination	6.00														1,410.00				0.00	\$1,410.00
Task 2: Surveying	0.00	0.00	0.00	0.00	8.00	10.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00		6,860.00					6,860.00
Sub-Task 2.1: Surveying					8.00	10.00	16.00							500.00	6,860.00				0.00	\$6,860.00
Task 3: Traffic Engineering	4.00	32.00	80.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		50,380.00					50,380.00
Sub-Task 3.1: Illumination Design	4.00	32.00	80.00	200.00											50,380.00				0.00	\$50,380.00
Task 4: Design Engineering	40.00	0.00	24.00	32.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		18,384.00					18,384.00
Sub-Task 4.1: Final Design (PS&E)	32.00		24.00	32.00											16,504.00				0.00	\$16,504.00
Sub-Task 4.2: QA/QC	8.00														1,880.00				0.00	\$1,880.00
Task 5: Utility Coordination	4.00	0.00	4.00	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		2,248.00					2,248.00
Sub-Task 5.1: Utility Meetings	4.00		4.00	4.00											2,248.00				0.00	\$2,248.00
Sub-Task 5.2: Conflict Identification, Analysis, & Recommended Resolution															0.00				0.00	\$0.00
Sub-Task 5.3: Conflict Notification & Utility Relocations															0.00				0.00	\$0.00
Task 6: Cultural Resources	8.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	6.00		2,690.00					15,590.00
Sub-Task 6.1: Cultural Resources (Completed)	8.00												6.00		2,690.00	12,900.00			12,900.00	\$15,590.00
Task 7: Right Of Way	16.00	24.00	24.00	0.00	64.00	40.00	0.00	0.00	0.00	0.00	0.00	8.00	8.00		19,040.00					81,248.00
Sub-Task 7.1: Right of Way (TCP)	16.00		24.00		24.00	40.00							8.00		19,040.00		62,208.00		62,208.00	\$81,248.00
Task 8: Design Engineering Services During Construction	10.00	0.00	0.00	10.00	0.00	0.00	0.00	8.00	8.00	0.00	0.00	0.00	0.00		4,930.00					4,930.00
Sub-Task 8.1: Bidding Support & Preconstruction Meeting	10.00			10.00					8.00						4,930.00				0.00	\$4,930.00
Task 9: Construction Project Management & Coordination															0.00					0.00
Sub-Task 9.1: Contract Administration, Invoicing, & Progress Reports															0.00				0.00	\$0.00
Sub-Task 9.2: Preconstruction & Kickoff Meetings															0.00				0.00	\$0.00
Sub-Task 9.3: Utility Coordination															0.00				0.00	\$0.00
Task 10: Construction Management & Construction Engineering	28.00	0.00	0.00	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		15,384.00					15,384.00
Sub-Task 10.1: Preconstruction Conference	4.00			6.00											1,792.00				0.00	\$1,792.00
Sub-Task 10.2: Construction Progress Meetings	10.00			10.00											3,770.00				0.00	\$3,770.00
Sub-Task 10.3: Material Submittals	5.00			30.00											5,435.00				0.00	\$5,435.00
Sub-Task 10.4: Construction Administration & Engineering	4.00														940.00				0.00	\$940.00
Sub-Task 10.5: Response to Questions & Change Orders	5.00			16.00											3,447.00				0.00	\$3,447.00
Task 11: Construction Observation	26.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	288.00	0.00	0.00	0.00	0.00		48,438.00					51,938.00
Sub-Task 11.1: Site Visits	14.00														3,290.00				0.00	\$3,290.00
Sub-Task 11.2: Material Testing	4.00			4.00											1,508.00			3,500.00	3,500.00	\$5,008.00
Sub-Task 11.3: Inspection Services	8.00								288.00						43,640.00				0.00	\$43,640.00
Task 12: Project Closeout	10.00	0.00	0.00	14.00	0.00	3.00	8.00	0.00	0.00	0.00	0.00	0.00	1.00		6,717.00					6,717.00
Sub-Task 12.1: As-Builts	2.00			10.00		3.00	8.00						1.00		4,269.00				0.00	\$4,269.00
Sub-Task 12.2: Closeout Documentation	8.00			4.00											2,448.00				0.00	\$2,448.00
TOTAL HOURS	344.00	88.00	264.00	652.00	104.00	106.00	48.00	8.00	600.00	0.00	0.00	30.00	30.00							
HOURLY RATES	235.00	195.00	185.00	142.00	160.00	148.00	225.00	142.00	145.00	130.00	115.00	135.00	135.00							
TOTAL DOLLARS	80,840.00	17,160.00	48,840.00	92,584.00	16,640.00	15,688.00	10,800.00	1,136.00	87,000.00	0.00	0.00	4,050.00	4,050.00	500.00	182,841.00	12,900.00	62,208.00	3,500.00	78,608.00	261,449.00
Design Budget \$ 112,302.00															Design Total Budget \$ 187,410.00					
Construction CM Budget \$ 70,539.00															Construction CM Total Budget \$ 74,039.00					



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These General Terms and Conditions for Professional Services ("Terms and Conditions") are attached to and made part of the letter proposal and scope of work (collectively, the "SOW") from PBS Engineering and Environmental LLC ("PBS") to Client (as defined in the letter proposal). The Terms and Conditions and the SOW (collectively, the "Agreement") represent the entire and integrated agreement between Client and PBS. This Agreement supersedes all prior negotiations, representations, or agreements, written or oral. If there are any inconsistencies between the SOW and the Terms and Conditions, the SOW shall control. Any services outside the SOW will be considered an "extra" and billed directly to the Client, outside of the contract amount, on a "Time and Materials" basis in accordance with PBS's currently established bill rates and these Terms and Conditions.

The Agreement memorializes the contractual obligations of PBS and Client with respect to PBS' delivery of professional consulting services to Client as an engineer, consultant, or owner representative.

- 1. PROFESSIONAL LIABILITY AND STANDARD OF CARE:** PBS will perform the professional services described in the SOW in accordance with the standard of care and skill ordinarily recognized under similar circumstances by members of its profession in the state and region at the time the services are performed. PBS makes no other warranty, express or implied, in connection with its performance of its professional services. If PBS' services under this Agreement do not include observation or review of contractor performance during construction phase, PBS services are deemed complete on the date the design is completed or if applicable, the date when the approving authority approves the design. Client assumes all responsibility for the application and interpretation of the construction phase review of design.
- 2. TERM AND TERMINATION:** This Agreement will remain in full force and effect until all work described in the SOW has been completed and Client has paid for the work in full. Client may terminate this Agreement at any time and for any reason by providing written notice to PBS of its decision to terminate. Client is responsible for payment of all fees for any work performed by PBS through the date and time PBS receives the written termination notice. The amount of fees owed will be established by the SOW and PBS' then current rate schedule. PBS may elect to suspend or terminate this Agreement for nonpayment of its fees. If PBS elects to suspend services, PBS will give Client seven days' written notice to cure the nonpayment before suspending services. In the event of a suspension of services, PBS shall have no liability to Client because of the suspension and Client shall indemnify, defend, and hold PBS harmless from and against any claims arising out of or in any way related to such suspension. If Client fails to cure a nonpayment after a suspension that lasts thirty (30) days, PBS may terminate this Agreement and recover its fees as provided in this Agreement and by law.
- 3. INDEPENDENT CONTRACTOR:** Client has retained PBS, including its subconsultants and subcontractors, to perform the services and to prepare any deliverables described in the SOW as an independent contractor. Accordingly, PBS is not responsible for the following: (a) the health and safety of Client's personnel or other persons present on the Property (as defined in paragraph 8 below) at the time PBS performs its field services; (b) the overall status of Client's project; (c) any damage to any real or personal property of Client unless it results from an intentional or negligent act of PBS; (d) the interpretation of any PBS report, design drawings, or results by others; (e) any use of PBS reports, design drawings, or results by Client or others except as specifically set forth herein; or (f) any other matter not encompassed in the SOW.
- 4. INSURANCE AND LIMITATION OF PBS' LIABILITY:** PBS carries the following insurance: Worker's Compensation and/or Employer's Liability as required by law; Commercial General Liability (\$1,000,000 per occurrence/\$2,000,000 aggregate); Employer's Liability (\$1,000,000); Business Automobile Liability (\$1,000,000); and Professional Liability (\$1,000,000), including pollution liability coverage. PBS makes no representations or warranties concerning the effect, applicability, or scope of such insurance. Client acknowledges and agrees that PBS' maximum liability to Client for any breach of this Agreement or for any PBS act or omission affecting client, including negligence, shall not exceed the policy limits for any policy of insurance that applies to the breach, act, or omission. Under no circumstances shall PBS be liable to Client for any indirect, incidental, special, punitive, or consequential damages, including any loss of use, profit or revenue.
- 5. RATE SCHEDULE:** Fees for services are based on the number of hours spent working on Client's project by PBS personnel, including travel, plus all reimbursable expenses. PBS hourly rates will be billed as stated in the SOW or at its current hourly rates as applicable (current rates are available upon request). Invoices will include sales tax when required.
- 6. REIMBURSABLE EXPENSES:**
 - A. Outside Services.** Services performed by any subconsultants or subcontractors will be invoiced at cost plus 15 percent (15%). Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial data base search providers, and computer programming. Remediation, Abatement, General Construction and Software services will be invoiced as quoted.
 - B. Supplies and Equipment.** Charges for items not ordinarily furnished by PBS such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and deposits will be invoiced at cost plus 10 percent (10%). Certain PBS-owned equipment (for sampling, testing, personal protective equipment, surveying, mapping, vehicle mileage, photocopying, etc.) may be required to complete Client's project. These will be invoiced at PBS standard rates without markup (rates available upon request).
 - C. Laboratory.** PBS utilizes both in-house and outside laboratories for sample analysis. PBS maintains a list of standard rates for sample analyses commonly utilized in conjunction with PBS services (available upon request).
- 7. PAYMENTS TO PBS AND LIEN RIGHTS:** Invoices for services performed will be submitted periodically, but no more frequently than monthly. Invoices will describe the work PBS has performed and hours worked, reimbursable expenses incurred, and the total amount due to PBS in accordance with this Agreement. All invoices are due net thirty (30) days and an account will become delinquent 30 days after the invoice date. Delinquent accounts shall bear interest at the rate of eighteen percent (18%) per annum; provided, however, that if 18% per annum exceeds the maximum rate allowable by law, the maximum rate allowable by law will apply instead. If Client contests an invoice, Client may withhold only that portion contested and must pay the undisputed portion. Client acknowledges and agrees that PBS may assert a lien against Client's project to secure payment for its services to the extent permitted by law.

- 8. RIGHT OF ENTRY:** Unless otherwise agreed in writing, Client will furnish PBS with a legal right-of-entry to any real property PBS is required to access in order to perform its services (the "Property") and that Client will be responsible for securing appropriate conditions concerning the time, place, and manner of PBS' entry upon the Property to perform its services. PBS will take reasonable precautions to minimize damage to the Property in the performance of its services. Restoration of the Property to its approximate condition prior to performance of PBS' services is not provided unless it is expressly included in the SOW. If the Client desires PBS to restore the Property to its approximate former condition, PBS will accomplish this and add the cost plus 15 percent (15%) to its fee.
- 9. BURIED UTILITIES:** PBS field personnel are trained in the public utility notification process and the risk of subsurface work encountering buried utilities. PBS personnel will avoid observable hazards or utilities at the Property and will take reasonable precautions to avoid damage to subsurface structures and utilities. PBS is not responsible for damage or loss due to undisclosed or unknown surface or subsurface conditions. Client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days' advance notice.
- 10. RETENTION OF RECORDS AND SAMPLES:** Client may make and retain copies of documents provided to Client for reference with the understanding that such documents may not be relied upon unless signed by PBS or its consultants. PBS has a Records Retention policy (available upon request), and pursuant thereto, client acknowledges that PBS has the right to destroy copies of documents without seeking further approval from Client. Samples retained by PBS and not subject to the recipient laboratory retention policy will be discarded 30 days after submission of PBS' final report unless other arrangements are made.
- 11. EMPLOYEE AND SERVICES SOLICITATION:** Client agrees not to solicit or tender any employment offer of/to any PBS employee, or consulting services offer to any PBS subcontractor assigned to perform work for Client under this Agreement within six (6) months of completion of their part of the work without PBS' prior written approval. Client agrees that any breach of this provision resulting in the Client hiring any PBS employee for employment or any PBS subcontractor for consulting services will cause damage to PBS and obligate the Client to reimburse PBS for recruitment and service fees incurred in connection with the breach upon demand by PBS.
- 12. OWNERSHIP OF INTELLECTUAL PROPERTY:** All concepts, plans, drawings, specifications, designs, models, reports, photographs, computer software, surveys, calculations, construction and other data, documents, and processes produced by PBS pursuant to this Agreement, including all copyright and other intellectual property therein (collectively, the "Instruments of Service"), are and shall at all times remain PBS' property. Any Client use of any Instruments of Service is permitted only if authorized by a written agreement executed by PBS and Client. Any unauthorized use or distribution of any Instruments of Service is a violation of this Agreement, will cause damage to PBS, and shall be at Client and recipient's sole risk. Accordingly, Client agrees to indemnify, defend, and hold PBS, its officers and employees, and its subconsultants and subcontractors harmless from and against any and all claims, damages, costs, losses, and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, proceedings in bankruptcy, or appeals, arising out of or in any way related to Client's unauthorized use, sale, or delivery to any third party of any Instrument of Service.
- 13. TIME FOR COMPLETION:** If, through no fault of PBS, the schedule to provide our services is changed, then the time for completion of PBS' services, and the rates and amounts of PBS' compensation shall be adjusted equitably via contract amendment. PBS shall not be responsible for delays in completing its services that cannot be reasonably foreseen at the time of entering into this agreement, or for delays caused by factors beyond PBS's control.
- 14. MISCELLANEOUS:** Neither party shall hold the other responsible for delay in performance caused by Acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Any waiver of any provision, term, or condition, in this Agreement must be in writing and any such waiver will not be construed as a waiver of any subsequent breach of the same provision, term, or condition.

PBS may rely upon the accuracy and completeness of all information furnished by Client and may use such information in performing or furnishing services under this Agreement.

An opinion of construction, remediation, and restoration costs prepared by PBS represents its judgment as a professional. PBS has no control over the cost of labor and material, or over competitive bidding or market conditions.

If the SOW includes the investigation, remediation, or disposal of solid or hazardous wastes or substances, then the following terms shall apply:

(a) PBS will assist Client with its legal obligation to make a hazardous waste determination and then act as an arranger with respect to solid and hazardous waste management only. Client acknowledges its full and sole responsibility to otherwise manage its solid and hazardous wastes and its ultimate liability for final disposal of all the solid and hazardous wastes it generates; (b) Should any release of hazardous substances or any other matter requiring notification to governmental authorities arise while PBS performs the services under this Agreement, Client acknowledges its responsibility to make such notification and agrees to do as required by applicable law; and, (c) Client agrees that PBS and its subconsultants and subcontractors are not responsible for any known or unknown pre-existing hazardous substance condition(s) PBS is being asked to investigate at the Property (collectively, "pre-existing conditions"). Accordingly, Client agrees to defend, indemnify, and hold PBS and its subconsultants and subcontractors harmless from liability for injury to person or property or loss arising from any pre-existing conditions, the unintentional exacerbation of any pre-existing conditions by PBS, and the exacerbation of pre-existing conditions by any third parties.

PBS does not provide legal opinions or advice. Client should consult with an attorney for advice on any legal issues related to this Agreement including efforts to minimize legal liability, the reportability of a condition to a public agency, potential cost recovery from responsible parties, and the possibility of protecting PBS' services under the attorney-client and attorney work product privileges.

In the event there is a dispute between PBS and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party's reasonable attorney's fees and costs in mediation, arbitration, trial, any proceeding in bankruptcy, and in any appeal or review. In addition, Client agrees to pay PBS for all employee time, costs, and witness costs incurred for collection activity. All disputes between Client and PBS shall be settled by arbitration in accordance with the rules of JAMS Mediators and Arbitrators.



*Folklorico
Dancers!*

Facepaint!

*Fire Truck,
Police Car,
and Big Rig
Tours!*

Spring

BLOCK PARTY

Inflatables!

COLLEGE PLACE, WA

**FREE FAMILY FUN | FOOD TRUCKS
LIVE ENTERTAINMENT | VENDORS**

SUNDAY MAY 18TH, 2025

1:00-6:00PM

**S. COLLEGE AVENUE
4TH ST. TO WHITMAN DR.**



COLLEGE PLACE
MARKET
IN THE PARK

CITY OF COLLEGE PLACE

MARKET IN THE PARK

WE ACCEPT

- SNAP-EBT
- SNAP MARKET MATCH
- WIC FMNP
- SENIOR FMNP



29

MAY, 2025

MARKET IN THE PARK

THURSDAYS 4-7 PM
EXCLUDES 6/19, ENDS 9/25

LIONS PARK -
SE 8TH & LARCH AVE



(509) 394-8511



RBEARDEMPHL@CPWA.US



MOVIES

@ the Park

All Movies
Start
at Sunset



College Place
FREEDOM
Festival

Columbia REA Fireworks Show!

***Vendors *Food Trucks *Live Music**

Free Admission!



College Place High School Campus

City of College Place & Walla Walla
CoWalla Creative District

ARTFUL Celebration

YOUTH & ADULT ART EXHIBITIONS

ART ACTIVITIES FOR ALL AGES

LIVE PERFORMANCES

WINE/BEER GARDEN

FOOD TRUCKS

ART VENDORS

May 29th, 2025
@ 4-7PM

Sponsored By



LIONS' PARK COLLEGE PLACE

FREE!

ACTIVITIES!

**FOOD FOR
PURCHASE!**



COLLEGE PLACE
TRUNK OR TREAT

FRIDAY, OCTOBER 31ST

3:00PM-6:00PM



FREE!

**SANTA
MEET-N-GREET**

**TREE LIGHTING
CEREMONY WITH
THE MAYOR**



ACTIVITIES!

**GINGERBREAD HOUSE
DECORATING CONTEST**

CAROLERS!

Winterfest

& LIGHTED PARADE!

THURSDAY, DECEMBER 4, 2025 FROM 6-8PM

HOLIDAY BAZAAR * FOOD & HOT DRINKS

Spring
BLOCK
PARTY
COLLEGE PLACE, WA



**COME SIT
WITH US!**



**DOWNTOWN
COLLEGE PLACE
ASSOCIATION**





College Place
FREEDOM
Festival



HOME

OF

THE



HAWKS

**COLLEGE PLACE
HIGH SCHOOL**

A yellow and orange film strip graphic runs diagonally from the top-left to the bottom-right of the image. It features a series of rectangular frames separated by perforations.

LIONS PARK

@ SUNSET

MOVIES

@ the Park



THURSDAYS
@ LIONS PARK



COLLEGE PLACE
MARKET
IN THE PARK



COLLEGE
PLACE



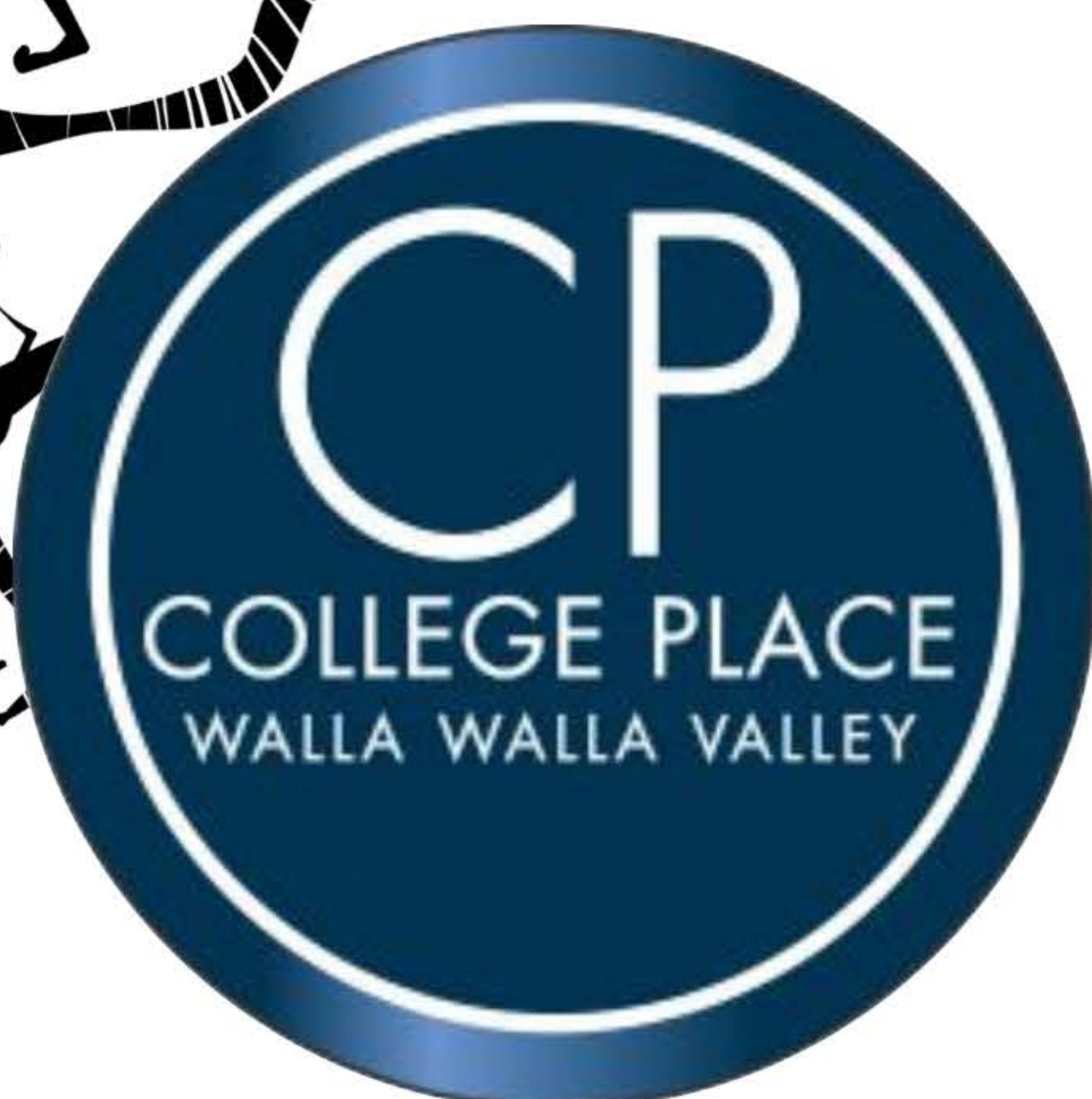
TRUNK

OR

TREAT



HALLOWEEN



Winterfest

&

**LIGHTED
PARADE**

