Tuesday, January 5, 2021
Electronic City Council Workshop

5:30 P.M.
City Council Workshop - Electronic Attendance

Zoom Attendee Link: https://zoom.us/j/91089408093

Meeting may be viewed at: Live Stream on City of College Place, Washington YouTube at https://www.youtube.com/channel/UCbx3qrqzLDL_05NusReSl-g/featured

Or you may call this number to listen: 1-669-900-9128 ID#910 8940 8093

# 1. Opening Items.

| | |
|---|---|
| Subject : | 1.01 Council Reference Materials |
| Meeting : | Jan 5, 2021 - Electronic City Council Workshop |
| Category : | 1. Opening Items. |
| Access : | Private |
| Type : | Information |

| | |
|---|---|
| Subject : | 1.02 Call To Order |
| Meeting : | Jan 5, 2021 - Electronic City Council Workshop |
| Category : | 1. Opening Items. |
| Access : | Public |
| Type : | Procedural |

# Public Content

Mayor Hernándezwill call the meeting to order.

| | |
|---|---|
| Subject : | 1.03 Pledge of Allegiance |
| Meeting : | Jan 5, 2021 - Electronic City Council Workshop |
| 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 Moment of Silence for Reflection / Invocation - Any City Employee or Elected Official; delivering the invocation, |

| | |
|---|---|
| | does so in his/her capacity as a private citizen, and not in his /her official position as a city employee/elected city official. |
| Meeting : | Jan 5, 2021 - Electronic City Council Workshop |
| Category : | 1. Opening Items. |
| Access : | Public |
| Type : | Procedural |

## 2. Workshop Topics.

| | |
|---|---|
| Subject : | 2.01 Update on Legislative Activities - Brian Enslow |
| Meeting : | Jan 5, 2021 - Electronic City Council Workshop |
| Category : | 2. Workshop Topics. |
| Access : | Public |
| Type : | Discussion, Information |

# Public Content

Information to be presented at workshop.

| | |
|---|---|
| Subject : | 2.02 Blue Zones Project, Walla Walla Valley - Meghan Debolt |
| Meeting : | Jan 5, 2021 - Electronic City Council Workshop |
| Category : | 2. Workshop Topics. |
| Access : | Public |
| Type : | Discussion, Information |

### File Attachments

BZP Walla Walla Valley City of CP Jan 2021 Clean.pdf (2,262 KB)

| | |
|---|---|
| Subject : | 2.03 Deccio Rd. Parking Discussion - Mayor Hernandez |
| Meeting : | Jan 5, 2021 - Electronic City Council Workshop |
| Category : | 2. Workshop Topics. |
| Access : | Public |
| Type : | Discussion, Information |

### File Attachments

Resol_No_20-049_NE_Deccio_Rd_Parking_Regulations.pdf (254 KB)
Deccio_Area_Ovehead.pdf (488 KB)
Deccio Memo_Redacted.pdf (556 KB)
RobertsonComplaint_Redacted.pdf (500 KB)
ToomeyComplaint_9162019_Redacted.pdf (498 KB)

Stephanie_Kaping.pdf (114 KB)
Dianna_Barnett.pdf (98 KB)
Joanna_Starcher_Redacted.pdf (256 KB)
Nicole_Larsen.pdf (2,865 KB)
Kim_Toomey.pdf (13 KB)
Michael_Laizure2_Redacted.pdf (265 KB)

| | |
|---|---|
| Subject : | 2.04 Walla Walla Valley Housing Needs Assessment - Mr. Rickard |
| Meeting : | Jan 5, 2021 - Electronic City Council Workshop |
| Category : | 2. Workshop Topics. |
| Access : | Public |
| Type : | Discussion, Information |

# Public Content

The Cities of Walla Walla, College Place, Waitsburg, and Dayton received funding from the WA State Department of Commerce to conduct a regional housing action plan.

The Walla Walla and Columbia Valleys (also included MiltonFreewater, OR) recently completed an Affordable Housing Study through Community Council. Community Council is a grassroots organization with the mission to foster a trusted gathering place where people engage in dialogue, inquiry, and advocacy to build a vibrant region for everyone. Many of the recommendations from the Affordable Housing Study support the need of a Regional Housing Action Plan. Also, the Cities of Dayton, Walla Walla, and College Place have completed their comprehensive plan periodic updates with the jurisdictions adopting Housing Elements with robust housing goals and policies.

The jurisdictions involved with the proposed Regional Housing Action Plan participated in the Community Councils Affordable Housing Study and we see the Regional Housing Action Plan as a key implementation step. Development of a regional affordable housing action plan will build on earlier efforts to leverage greater impact through collaboration (for example, the Blue Mountain Region Trails Plan), and further strengthen the jurisdictions capacity to work together to address this complex regional challenge.

Task 2 of the Walla Walla Regional Housing Action Plan is the Housing Needs Assessment (attached).

### File Attachments

Walla Walla Regional HNA Task 2-3 Trends and Needs Memo v4.pdf (1,172 KB)

| | |
|---|---|
| Subject : | 2.05 Cascade Natural Gas Franchise - Mr. Rizzitiello |
| Meeting : | Jan 5, 2021 - Electronic City Council Workshop |
| Category : | 2. Workshop Topics. |
| Access : | Public |
| Type : | Discussion, Information |

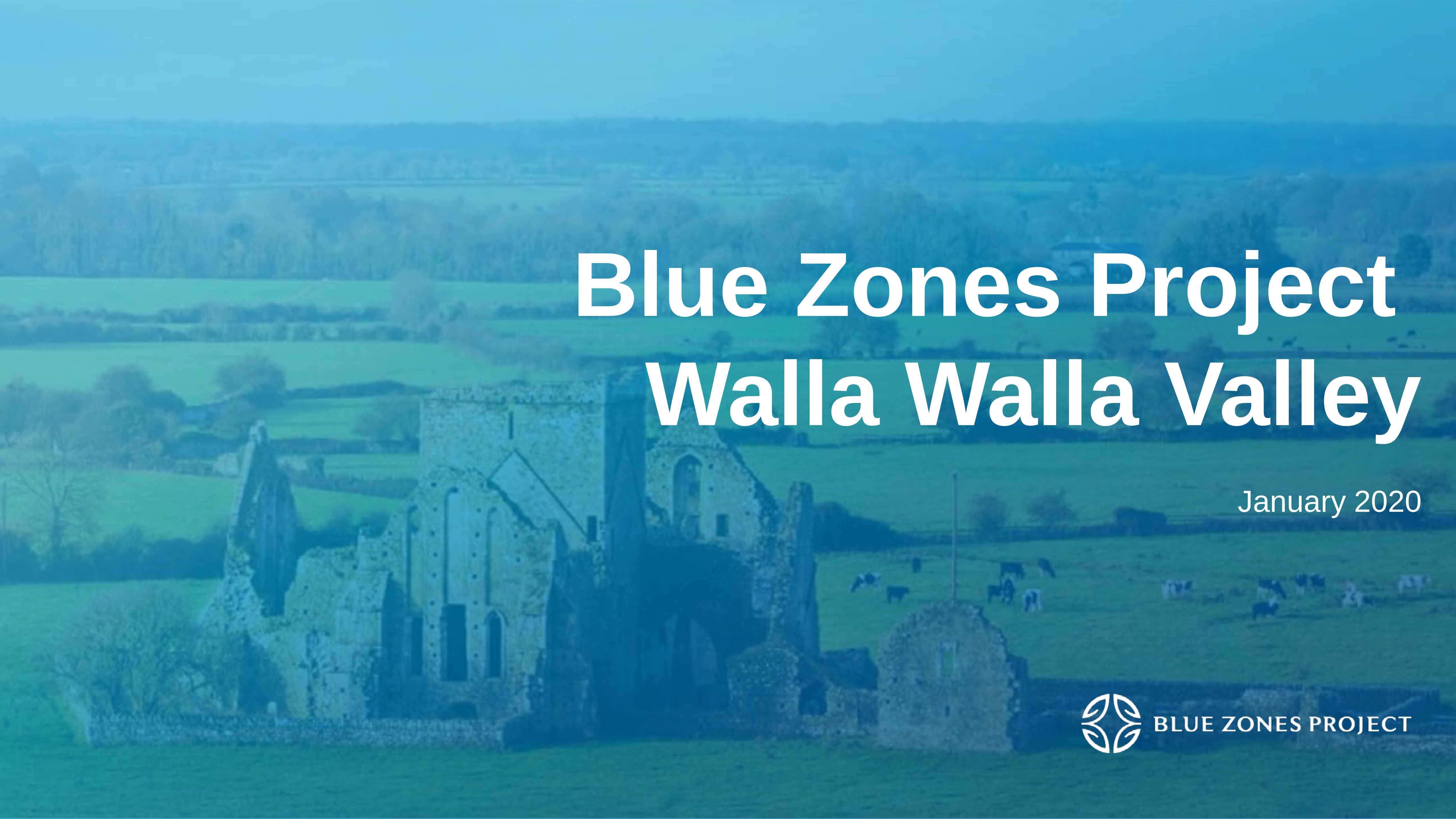
# Public Content

Cascade Natural Gas previously operated under a twenty-year franchise agreement with the City which expired on October 1st, 2020 via Ordinance 845.

The updated franchise is good for ten (10) years and references code language in College Place Municipal Code Title 20 which deals with Franchises.

## File Attachments

College Place WA Franchise 12.15. 2020 proposed draft.pdf (1,050 KB)


Blue Zones Project
Walla Walla Valley
January 2020
BLUE ZONES PROJECT

# IT ALL BEGAN

With Dan Buettner’s fifteen-year longevity study to discover the world’s healthiest, longest-lived people.


LOMA LINDA
CALIFORNIA
SARDINIA
ITALY
ICARIA
GREECE
OKINAWA
JAPAN
NICOYA
COSTA RICA
BLUE ZONES
LONGEVITY HOTSPOTS
BLUE ZONE LIFE LESSONS
MOVE NATURALLY
RIGHT TRIBE
RIGHT OUTLOOK
EAT WISELY

THE POWER 9:

# Lessons for Living Life Longer, Better

MOVE NATURALLY

RIGHT OUTLOOK
- Downshift
- Sense of Purpose

EAT WISELY
- Wine @ 5/Friends @5
- Plant Slant
- 80% Rule

CONNECT
- Love Ones First
- Belong
- Right Tribe

# Life Radius


Blue Zones Project works to improve what we call the life radius, the area around a person's home where they spend the majority of their time.

Blue Zones Certified Communities have populations with greater well-being, improved health outcomes, reduced costs, and are places with increased civic pride and economic development.

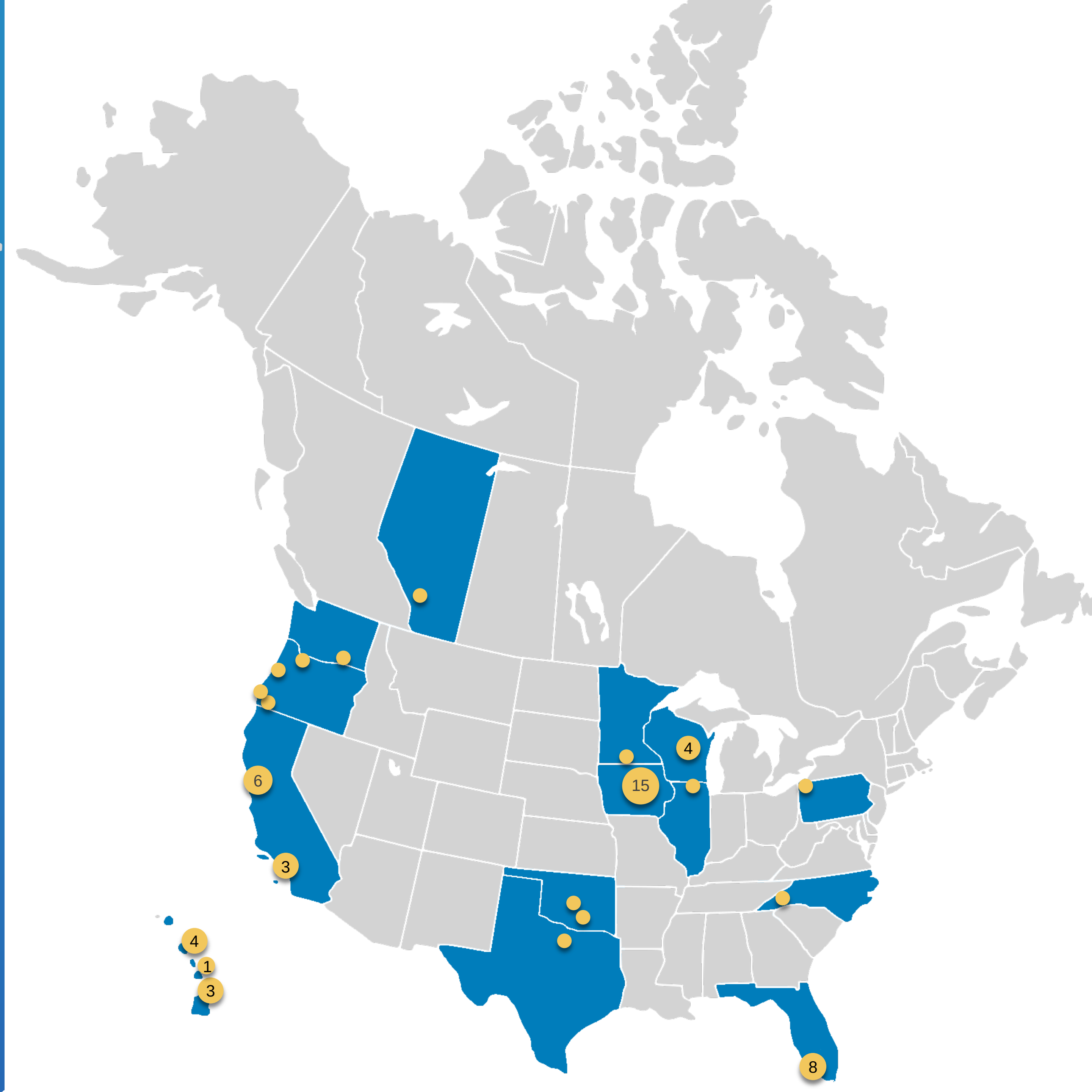
# Participating Communities

**3.8+ Million** lives impacted

In **58 communities**

Across North America

**10 Certified Blue Zones Worksites** –
in communities



# Foundation Phase:
# Key Milestones & Timeline

BLUE ZONES PROJECT

BLUE ZONES PROJECT

# Community Transformation Process

| DEVELOPMENT | FOUNDATION PHASE (6 months) | TRANSFORMATION PHASE (3 years) | Certification / Sustainability Phase II |
|---|---|---|---|

**DEVELOPMENT**

- Preliminary community assessment (2-day visit)
- Focus groups, 1:1's
- Presentations
- Sponsor identification and ROI analysis

**FOUNDATION PHASE (6 months)**

- Community Input & Discovery
- Well-Being Measurement
- Coalition Building
- Training
- Blueprint Development
- Volunteer Mobilization

**TRANSFORMATION PHASE (3 years)**

- Implement Blueprint
- Engage people and places
- Impact policy to drive environmental change
- KPIs reported on annual basis

**Certification / Sustainability Phase II**

- Celebrate!
- Create and implement sustainable blueprint
- Continue impacting well-being in the community
- Showcase outcomes using Community Well-Being Index

KEY MILESTONES

# Foundation and Planning Phase


1. Community Announcement
2. Hiring, Training, and Securing Office
3. Discovery & Community Input
4. Well-Being Measurement
5. Steering & Sector Committee Development and Orientation
6. Media and Marketing/Engagement Outreach
7. Policy Summits
8. Blueprint Development
9. Action Plan Development and Implementation
10. Kickoff

# Local Leadership Structure


Community Volunteers

Community Leadership Committees

Local Blue Zones Project Team of Specialists

Blue Zones Project Central Team

Blue Zones Project Global Experts

# BUILDING THE COMMITTEES

The true backbone of Blue Zones Project® is local leaders with the knowledge, network, and know-how to drive a multisector, community-wide program. These attributes help guide the implementation of the Project approach toward the greatest well-being impact. Committee members and Blue Zones Project staff work together to plan and execute strategies for building awareness, engagement, and advocacy for healthier people, places, and policies.

## Steering Committee

- Key civic leaders who are representative of the breadth of the community
- Individuals who have played a key role in getting things done in the community
- Individuals who are geographically representative and possess different areas of expertise

## Committee Co-Chairs

- Well-connected, well-organized, and highly motivated civic people
- Individuals who show eagerness and leadership skills to help change the community

## Engagement

**THE ROLE**—Increase general engagement across all sectors. Raise awareness of the various ways individuals and organizations can get involved, including volunteering, participating in purpose workshops, and completing individual pledges.

**WHO SHOULD PARTICIPATE**

- Community leaders
- Media/public relations professionals
- Volunteer coordinators
- Non-profit leaders and coordinators
- Networkers
- Other business association representatives

PEOPLE

## Community Policy

**THE ROLE**—Steer the work being done at a policy level to improve well-being in the community. Serve as an advisor for tobacco, built environment, and food policy.

**WHO SHOULD PARTICIPATE**

- Community leaders
- County council members
- Residents
- Managing director
- Public works director
- Planning director
- Department of health

POLICY

## Faith & Civic Organizations

**THE ROLE**—Recruit and help support faith-based and civic organizations to become Blue Zones Project Approved™ by implementing best practices that improve well-being for members.

**WHO SHOULD PARTICIPATE**

- Faith-based organization leaders
- Active members of faith-based organizations
- Neighborhood board leaders
- Civic organization leaders

PLACES

## Restaurants

**THE ROLE**—Identify and help to recruit restaurants to participate in Blue Zones Project. Support and encourage them throughout the process as they strive to become Blue Zones Project Approved Restaurants.

**WHO SHOULD PARTICIPATE**

- Restaurateurs (managers, owners, chefs)
- Dietitians/nutritionists
- Customers
- Restaurant employees

PLACES

## Grocery Stores

**THE ROLE**—Identify and help to recruit grocery stores in the community as they work to become Blue Zones Project Approved Grocery Stores.

**WHO SHOULD PARTICIPATE**

- Grocers (managers, owners, deli managers, etc.)
- Dietitians/nutritionists
- Grocery customers
- Foodies
- Suppliers

PLACES

## Schools

**THE ROLE**—Help coordinate relationships with schools and school districts by becoming a champion for well-being and advocating for changes to school policy.

**WHO SHOULD PARTICIPATE**

- Wellness council members
- School principals
- Complex area superintendents
- PTA representatives
- Teachers and other school leaders
- School fitness and nutrition professionals

PLACES

## Worksite

**THE ROLE**—Identify and help to recruit local businesses as they work to become Blue Zones Project Approved worksites by making positive changes to the worksite environment.

**WHO SHOULD PARTICIPATE**

- HR or worksite representatives
- Individuals passionate about worksite wellness
- Chamber of Commerce representatives
- Other business association representatives

PLACES

# Blueprint Development

## Framework

- Goals
- Objectives
- Strategies
- Process & Outcomes Metrics

## Informed By

- Discovery Report
- Policy Discovery Reports
- Certification Targets/Pillars
- Sharecare Community Well-Being Index Results

# Meet the Team

BLUE ZONES PROJECT

# Blue Zones Project WWV Team

**Emily Brown**
Policy Advocate

**Katie DePonty**
Organization Lead

**Rebecca Thorpe**
Sr. Events Coordinator

**Kelly Black**
Engagement Lead

**Meghan DeBolt**
Executive Director

Blue Zones Project Walla Walla

# Center of Excellence and Operations Team

**Jennifer Furler**
VP Center of Excellence

**Erika Graves**
Director
Policy & Measurement

**Kimberly Porter**
Senior Training Manager

**Jordan Carr**
Program Lead
Quality & Places

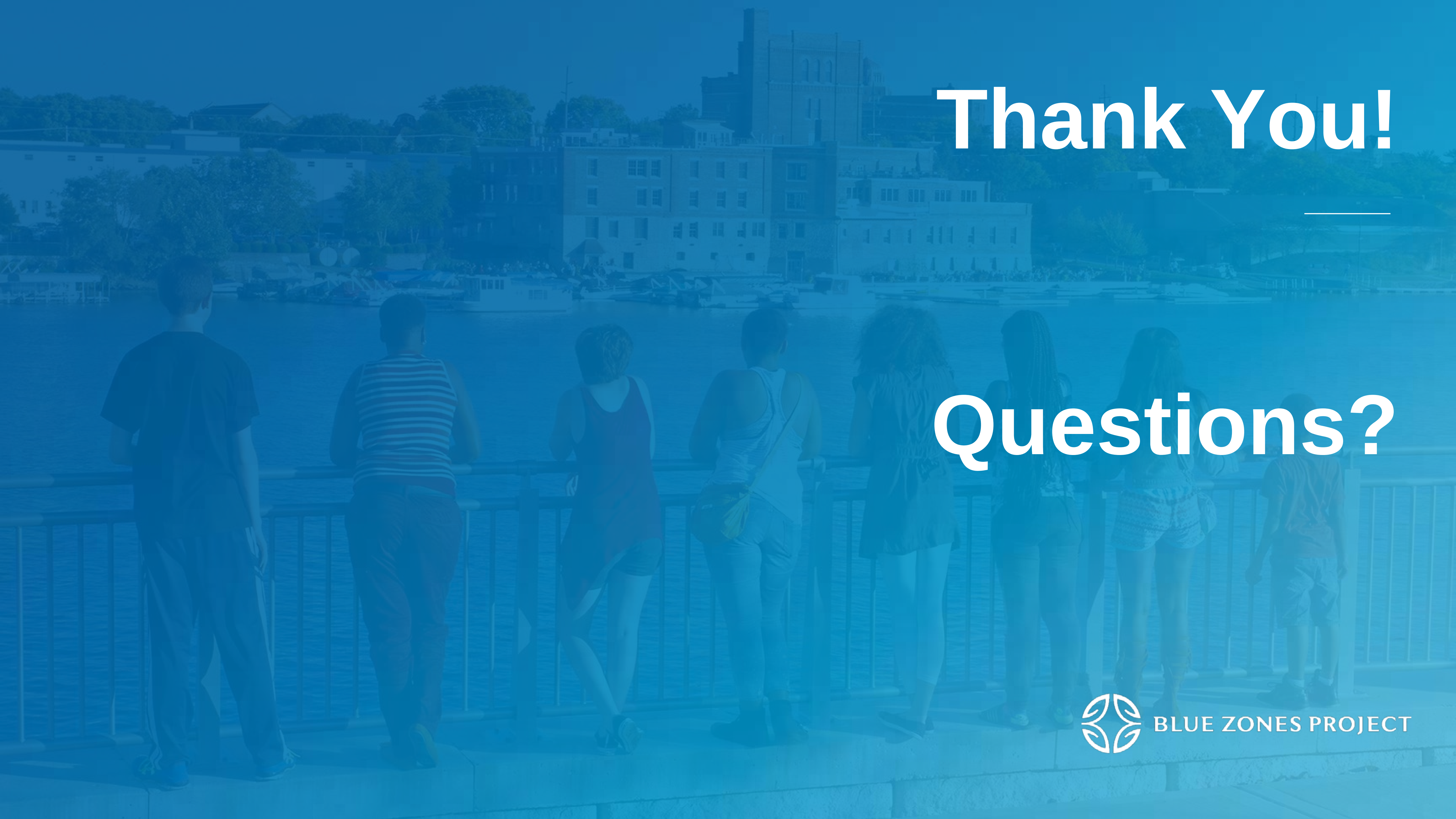
**Briana Fountain**
Senior Product Manger

**Paige Lapen**
Community Marketing Leader

**Margaret Brown**
Implementations Manager

**Erin Jennings**
Content Marketing Manager

**Mandy Butters**
Sr Project Manager



# Thank You!

# Questions?

BLUE ZONES PROJECT

*City of College Place, Washington*

**RESOLUTION NO. 20-049**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING PARKING REGULATIONS FOR SECTION OF NE DECCIO RD.**

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

**Whereas,** RCW 35A.47.020 permits that public ways are in the jurisdiction and control of the non-charter code cities in which they are located; and

**Whereas,** residents have complained to the City about the inability to safely drive through the south end of NE Deccio Rd due to vehicles parked on both sides of the street; and

**Whereas,** this issue was brought up before the College Place Utilities & Transportation Advisory Commission during its November 12th, 2020 meeting and they made a recommendation; and

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

1. No parking be allowed on either side of NE Deccio Rd from the point where the road is 24 to 28 feet wide. From the section where it is 28 to 34 feet wide parking should be allowed only on one side of the roadway. After 34 feet in width parking can be permitted on both sides of the roadway.

**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 24th day of November, 2020.

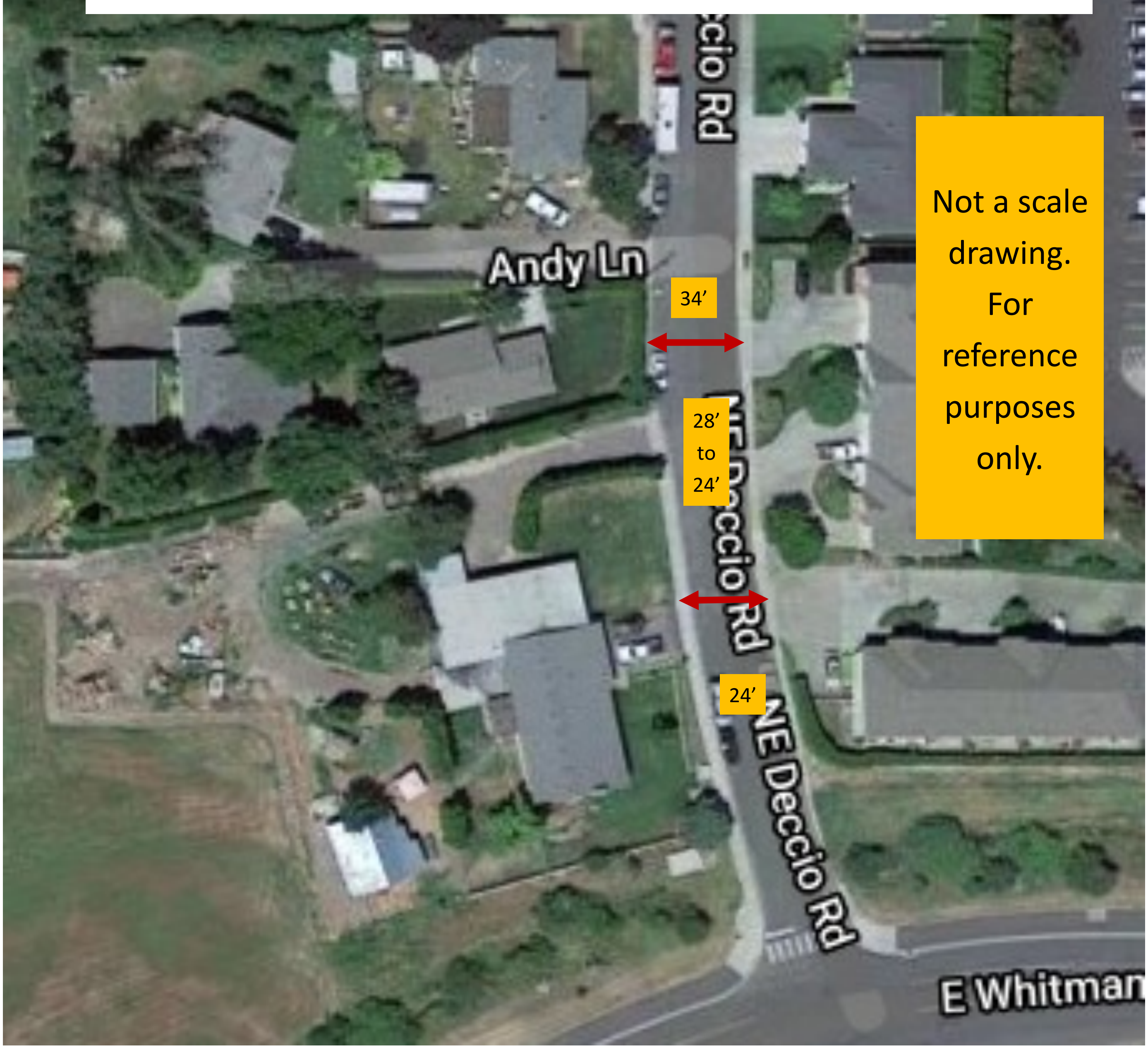
Attest:

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

DocuSigned by:
Lisa R. Neissl
8B5B87D36C5F445...
Lisa R. Neissl, CMC
City Clerk


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

1. No parking be allowed on either side of NE Deccio Rd from the point where the road is 24 to 28 feet wide. From the section where it is 28 to 34 feet wide parking should be allowed only on one side of the roadway. After 34 feet in width parking can be permitted on both sides of the roadway.



# MEMORANDUM

**To:** Michael Rizzitiello, City Administrator

**From:** Troy Tomaras, Chief of Police

**Subject:** Parking issues on NE Deccio Rd

**Date:** November 10, 2020

Goal one of the College Place Police Departments Operations plan is to reduce crime and improve traffic safety within our community. Parking issues and roadway design both contribute to traffic and pedestrian safety concerns. An ongoing issue located on NE Deccio road near E. Whitman Drive has created navigation challenges for neighbors and the College Place Public School District.

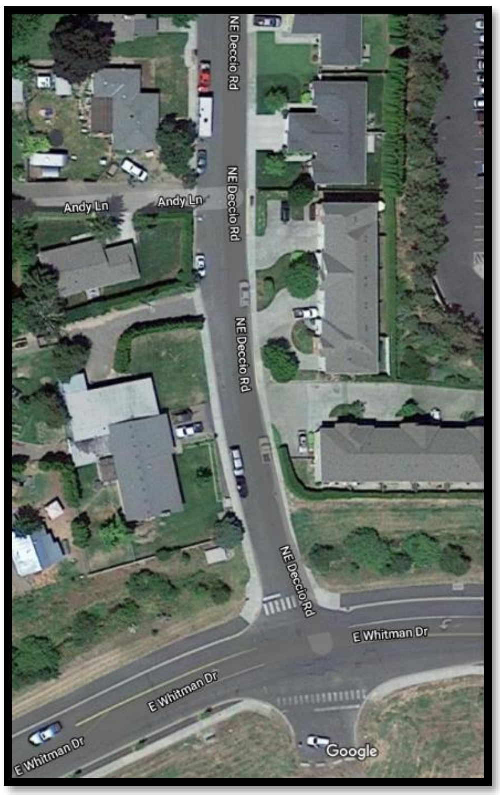



**Image A**: Shown left is an aerial photo of NE Deccio road intersecting E. Whitman Drive. Although not shown within image, the complaint is parking along Deccio road near E. Whitman drive which restricts the traffic ingress and egress.

**Problem identification:** At the top of the hill near Andy Lane the roadway is 35 feet wide. As the roadway travels south toward E. Whitman, the roadway narrows to 24 feet (11-foot difference). See image D.

When normal sized vehicles park upon the roadway it leaves approximately 13 feet of access between vehicles. When a neighbor's commercial vehicle is parked upon the roadway it leaves approximately 10 feet of access for ingress/egress traffic traveling on NE Deccio road. This limits the size of vehicle traveling on NE Deccio road. Subsequently, the School District is unable to consistently access this roadway with a school bus and has ultimately changed the bus stop location as a result. This also creates a hazard for fire truck ingress/egress.

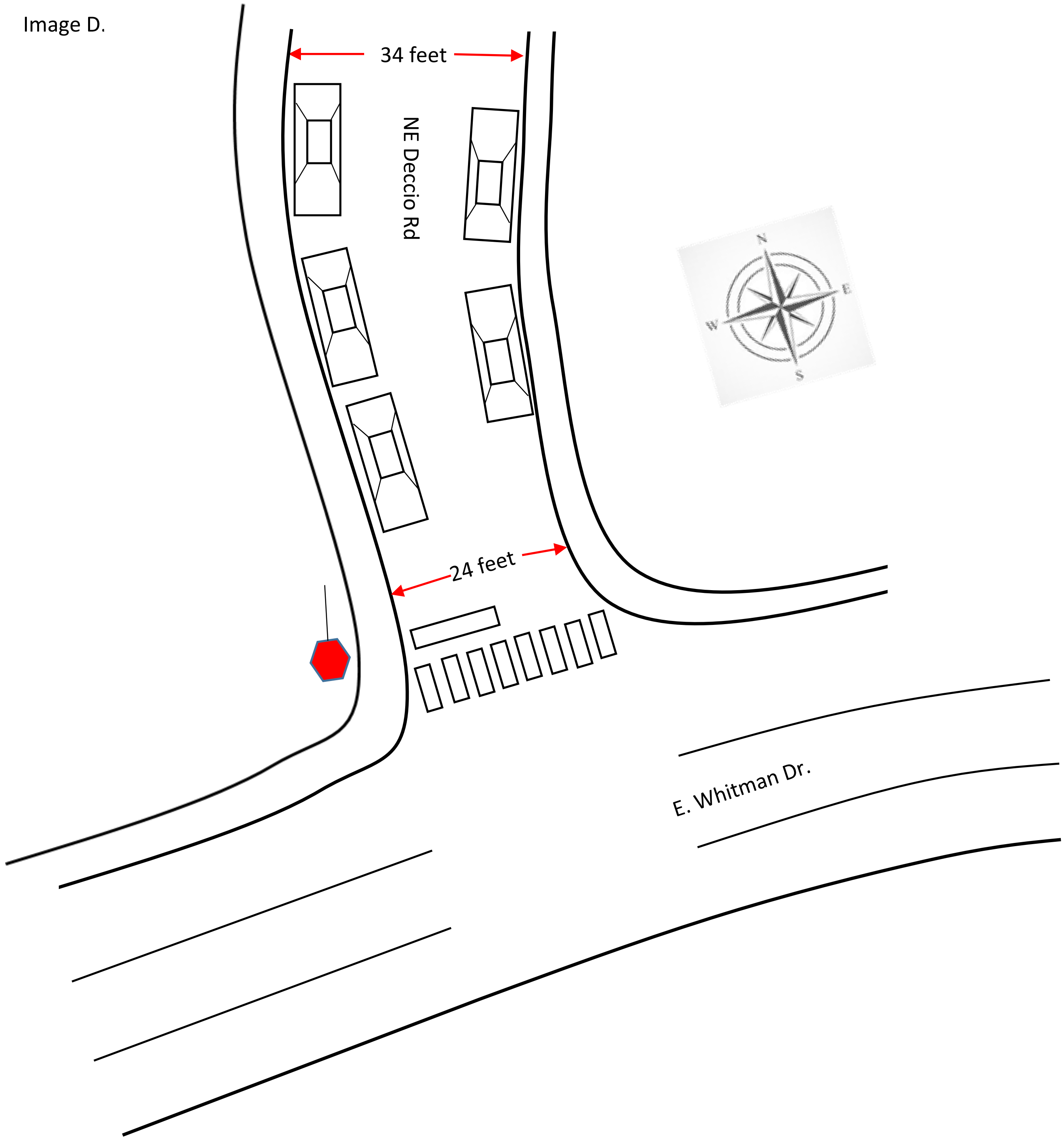
**Complainant:** Kimberly Toomey sent an email on October 22nd, 2020 complaining on behalf of her neighbors about the parking problem (See Appendex A.). Mrs. Toomey complains of the road narrowing which has forced the school district to move the bus stop location.

On November 10th Chief Tomaras called the College Place School District Transportation Supervisor Carman Gerking (509-525[redacted]) who confirmed the bus stop was moved to the bottom of Deccio at the corner of E. Whitman drive due to the parking issue.

**Historical perspective:** NE Deccio Road was once a dead end road prior to E. Whitman being built. Apparently when the road was connected, the former City Administrator gave permission to Mr. Michael Laizure who resides at [redacted] NE Deccio road permission to park his commercial vehicle on the city street. This decision has added to the congestion/narrowing issue.

# MEMORANDUM

Image D.




**International Fire Code**: For street parking on one side of the street the roadway must be 28 feet wide. For parking on both sides of the street, the roadway must be 36 feet wide.

**Recommendation(s):**

1) Install "no parking signs" on one side of roadway to increase ingress/egress access on NE Deccio road to and from E. Whitman (Will not be fire code)
2) Install "no parking signs" on both sides of roadway to allow proper roadway ingress/egress to meet fire code and remove narrowing of ingress/egress.

# MEMORANDUM

## Appendix A:

**From:** kimberly clifton [redacted]@live.com]
**Sent:** Thursday, October 22, 2020 1:44 PM
**To:** Norma Hernandez <NHernandez@cpwa.us>; Troy Tomaras <TTomaras@cpwa.us>; Paul Hartwig <PHartwig@cpwa.us>; David Winter <dwinter@cpwa.us>
**Subject:** Deccio Rd concerns

STOP and VERIFY - This message came from **outside** of the City of College Place.

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To Whom It May Concern,

I am emailing all of you today as several of my neighbors and myself have reached out to the city multiple times with no results regarding the house on the corner of Deccio and Whitman. There are many times where we have to barely squeeze through because that house has semi-trucks and other large vehicles and large trailers and construction signs parked on the road. It also poses a safety and security risk, If we barely have room, how will a firetruck or ambulance make it through should the need arise? Go all the way around which could waste precious time in the event of an emergency as this block is not really a normal city block. I have also witnessed FedEx and ups struggling to do their jobs due to all of the large vehicles. The road significantly narrows there and should really only be parking on one side. The school also had to move the kids bus stop because the bus could not get through. We have tried speaking with the home owners, and they state they don't care and have someone in the city who lets them park like this. We have seen code enforcement down there but nothing ever seems to change. I'm really hoping that we can come to a resolution about this. I would greatly appreciate a response on this matter. Either by this email, or my personal cell is 509200[redacted]

Thank you

Kimberly Toomey and Concerned Neighbors

## Michael Rizzitiello

**From:** request@cpwa.us
**Sent:** Wednesday, September 18, 2019 8:03 AM
**To:** Paul Hartwig
**Cc:** Michael Rizzitiello
**Subject:** Street Complaint Online Form:
**Attachments:** 20190918_073538.jpg

STOP and VERIFY - This message came from **outside** of the City of College Place.

---

Name = Amanda Robertson
Address = [redacted] NE Diccio rd college pl
Phone = [redacted]@yahoo.com
Email =
Comments = We're having a big parking problem at the end of Diccio and Whitman. Street gets really narrow.
Client IP = 68.189.141.21

## Michael Rizzitiello

**From:** request@cpwa.us
**Sent:** Monday, September 16, 2019 2:55 PM
**To:** Paul Hartwig
**Cc:** Michael Rizzitiello
**Subject:** Street Complaint Online Form:
**Attachments:** road2.jpg

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Name = Kimberly Toomey
Address = [redacted] NE Deccio
Phone = 509200[redacted]
Email = [redacted]@live.com
Comments = due to parking, concerns that emergency vehicles would have difficulty, school bus cant get through
Client IP = 68.189.137.178

**From:** Stephanie Kaping
**To:** Norma Hernandez; Clerk
**Subject:** Resolution 20-049
**Date:** Wednesday, December 2, 2020 1:30:01 PM



Dear Mayor Hernandez,
This resolution that was passed last month was brought to my attention this morning, 12/2/2020. I am a long time resident and board member of the Deccio Place condos on the west side of NE Deccio Rd. The resolution that was passed without consultation to the residents is very troubling and without input from the people it will affect.

If there is no on street parking it will greatly restrict the condos ability to have any parking at all and also will force visitors to park down the block which is also blocked by lots of on street parking. I know that there is a big problem and it comes primarily from the east side of the street with a continuous stream of semi trucks, long trailers, cherry picker, hwy direct sign, wood chippers and numerous person vehicles, often all at the same time. Of which causes the inability for emergency vehicles, school buses, delivery trucks to come through and makes for very tight quarters for cars and suvs. I often have to pull over as much as possible to the curb for oncoming cars.

Just as background if the city had widened our end of the street to match the rest of Deccio Rd when it was redone in the mid 2000s, this would not be an issue.

My proposal is that you leave on street parking open on the west side of the street and block the east side.

I would like to be present via zoom for your Dec. 8 meeting to discuss the situation and solutions that we may have.

Best regards,
Stephanie Kaping

| | |
|---|---|
| **From:** | Dianna Barnett |
| **To:** | Norma Hernandez |
| **Cc:** | Clerk |
| **Subject:** | City Resolution- Street parking |
| **Date:** | Wednesday, December 2, 2020 1:14:36 PM |

STOP and VERIFY - This message came from outside of the City of College Place.

I was just aware that the City had a meeting in November about parking on the south side of Deccio Rd. I have lived here for over 19 years and never had this problem before. I feel that if we close both side of the street is not fair to our guest or our residence since some of us have more then one car. If we close the west side of the street at the south end I understand that but both sides is ridiculous. I would like to be apart of your zoom meeting on December 8th 2020 in regards to this matter.

Sincerely
Dianna Barnett

Sent from my iPhone

| | |
|---|---|
| **From:** | Lisa Neissl |
| **To:** | Johna Starcher |
| **Cc:** | Clerk |
| **Subject:** | RE: Deccio RD Issue Zoom Conference |
| **Date:** | Thursday, December 3, 2020 1:16:06 PM |

I will add you to the list and you will receive a zoom invitation the day of the meeting.

*Lisa R. Neissl*, CMC
City Clerk / Public Records Officer
City of College Place
625 S College Ave
College Place WA 99324
Direct Ph. 509-394-8511
Email: lneissl@cpwa.us



**From:** Johna Starcher [redacted]
**Sent:** Thursday, December 3, 2020 1:10 PM
**To:** Lisa Neissl <Lneissl@cpwa.us>
**Subject:** Deccio RD Issue Zoom Conference



Good afternoon. As a resident of Deccio Rd I'd like to be included and have time to comment at the December 8th meeting. Thank you.
Best regards,
Johna R. Starcher

Johna R. Starcher

Amalgamated Holdings LLC

Phone: [redacted]

[redacted]

| | |
|---|---|
| **From:** | Nicole Larsen |
| **To:** | Norma Hernandez; Clerk |
| **Subject:** | Response to Resolution No. 20-049 |
| **Date:** | Thursday, December 3, 2020 10:29:05 AM |



To: City of College Place

From: Nicole Larsen

Re: Response to Resolution No. 20-049

Date: Thursday, December 3, 2020

I am a homeowner, resident and taxpayer of the City of College Place residing at 270 NE Deccio Rd. It has been a pleasure to live at that address for over 7 years. I am currently the president of Deccio Townhomes homeowner's association. Our community has 10 homes, the majority of which are owner occupied.

There are only two street parking spaces available to us in front of our residence. The rest of our side of the street is clearly marked as a no parking zone.

The four (4) photos attached were taken this morning. The two vehicles parked in these spaces on the street are in no way impeding the flow of traffic, nor are they creating a safety concern.

Please consider this a formal request to amend the resolution and allow us to continue parking in the two spaces on our side of the street.

Thank you.

**From:** kimberly clifton
**To:** Lisa Neissl
**Subject:** Deccio Rd
**Date:** Friday, December 4, 2020 3:47:33 PM

STOP and VERIFY - This message came from outside of the City of College Place.

Hello!
I was informed that the residents down the road will making an argument against changing the parking and I would also like to be able to speak at the meeting in favor of the signs. I'm not sure how to go about that, if you could please let me know. Thank you!
Kim Toomey

Sent from my iPhone

| | |
|---|---|
| **From:** | michae[redacted] |
| **To:** | Lisa Neissl |
| **Subject:** | RE: Resolution 20-049 & UTAC Board |
| **Date:** | Monday, December 7, 2020 9:57:18 AM |

STOP and VERIFY - This message came from **outside** of the City of College Place.

Lisa:

Find attached the images that we discussed last week for the Council meeting on Tuesday. I / we may also refer to the Memorandum from Troy Tomaras dated 11/10/20 with appendix A as well as the emails from Kimberly Toomey dated Sept 16 2019 and the email from Amanda Robertson dated Sept 18 2019

There has been discussion about some of us getting together tomorrow and attending the zoom call as a group from one computer/location.

Thanks Mike

**Michael Laizure**
**Phone** [redacted]
**Fax** [redacted]
**michae**[redacted]

**From:** Lisa Neissl <Lneissl@cpwa.us>
**Sent:** Friday, December 4, 2020 3:43 PM
**To:** michae[redacted]
**Subject:** RE: Resolution 20-049 & UTAC Board

Ok, and that information will be provided with the zoom links for the meeting as well.

**From:** michae[redacted] <michae[redacted]
**Sent:** Friday, December 4, 2020 3:34 PM
**To:** Lisa Neissl <Lneissl@cpwa.us>
**Subject:** RE: Resolution 20-049 & UTAC Board

STOP and VERIFY - This message came from **outside** of the City of College Place.

OK I will let the group know when we get together this weekend

Thanks Mike

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**From:** Lisa Neissl <Lneissl@cpwa.us>
**Sent:** Friday, December 4, 2020 3:26 PM
**To:** micha[redacted]
**Subject:** RE: Resolution 20-049 & UTAC Board

No you cannot.

---

**From:** michae[redacted] <michae[redacted]
**Sent:** Friday, December 4, 2020 3:16 PM
**To:** Lisa Neissl <Lneissl@cpwa.us>
**Subject:** RE: Resolution 20-049 & UTAC Board

STOP and VERIFY - This message came from **outside** of the City of College Place.

---

Oh this is going to be interesting. 20 years of cutting corners and mistakes packed in to 5 mins. I would like to be the last one to speak in regards to this issue on Tuesday.

Can we yield our time to others?

Mike

---

**From:** Lisa Neissl <Lneissl@cpwa.us>
**Sent:** Friday, December 4, 2020 3:08 PM
**To:** michae[redacted]
**Subject:** RE: Resolution 20-049 & UTAC Board

Five minutes firm.

---

**From:** michae[redacted] <michae[redacted]
**Sent:** Friday, December 4, 2020 2:53 PM
**To:** Lisa Neissl <Lneissl@cpwa.us>
**Subject:** RE: Resolution 20-049 & UTAC Board

STOP and VERIFY - This message came from **outside** of the City of College Place.

---

What is the time allowed for each of us to speak on Tuesday?

---

**From:** Lisa Neissl <Lneissl@cpwa.us>

**Sent:** Friday, December 4, 2020 2:14 PM
**To:** michae[redacted]
**Subject:** RE: Resolution 20-049 & UTAC Board

I will add it when you get it to me. It will just reduce the time council has to review. I will look for it on Monday.

---

**From:** michae[redacted] <michae[redacted]
**Sent:** Friday, December 4, 2020 2:07 PM
**To:** Lisa Neissl <Lneissl@cpwa.us>
**Subject:** RE: Resolution 20-049 & UTAC Board

STOP and VERIFY - This message came from **outside** of the City of College Place.

---

Lisa:

There is no way that I can have these to you by 3pm. 1st I'm working till 1700 2nd a few of the residents at this end of Deccio or going to be going over this issue this weekend. Best I can do will be Monday morning.

Mike

---

**From:** Lisa Neissl <Lneissl@cpwa.us>
**Sent:** Friday, December 4, 2020 1:39 PM
**To:** michae[redacted]
**Subject:** FW: Resolution 20-049 & UTAC Board

Mr. Laizure,

I am publishing the packet later this afternoon. If you want any of your documents to go to council for review prior to the meeting, I will need them by 3PM today please.

*Lisa R. Neissl,* CMC
City Clerk / Public Records Officer
City of College Place
625 S College Ave
College Place WA 99324
Direct Ph. 509-394-8511
Email: lneissl@cpwa.us

---

**From:** Lisa Neissl
**Sent:** Thursday, December 3, 2020 1:15 PM
**To:** 'michael [redacted] <michae[redacted]
**Subject:** RE: Resolution 20-049 & UTAC Board

Provide me with whatever documents/images you want to provide. They will be included with the packet that goes to council.

---

**From:** michae[redacted] <michae[redacted]
**Sent:** Thursday, December 3, 2020 12:36 PM
**To:** Lisa Neissl <Lneissl@cpwa.us>
**Subject:** RE: Resolution 20-049 & UTAC Board

STOP and VERIFY - This message came from **outside** of the City of College Place.

---

Yes I would. I need to know how to make documents / images available to the group during the meeting?

Thanks Mike

---

**From:** Lisa Neissl <Lneissl@cpwa.us>
**Sent:** Thursday, December 3, 2020 12:21 PM
**To:** michae[redacted]
**Subject:** RE: Resolution 20-049 & UTAC Board

Mr. Laizure,

I have received several requests to speak at the December 8th meeting from your neighbors. Would you like to be added to the list to speak at that time as well?

*Lisa R. Neissl,* CMC
City Clerk / Public Records Officer
City of College Place
625 S College Ave
College Place WA 99324
Direct Ph. 509-394-8511
Email: lneissl@cpwa.us

---

**From:** michae[redacted] <michae[redacted]
**Sent:** Tuesday, December 1, 2020 2:40 PM
**To:** Lisa Neissl <Lneissl@cpwa.us>
**Subject:** Resolution 20-049 & UTAC Board



---

Lisa:

This is a follow up to the msg that I left you on your voice mail.

1. I would like to discuss / present with the City Council concerns and questions that have been arisen from Resolution 20-049 and need to know the procedure for getting on the next agenda.
2. Would like to discuss the procedure of becoming a member of the UTAC Board as it appears there are a couple of members terms that are set to expire at the end of the year.

Thanks in advance for your help

Mike

**Michael Laizure**
**Phone** [redacted]
**Fax** [redacted]
**michael**[redacted]

FCS GROUP
Solutions-Oriented Consulting

# | Memorandum

**To:** <u>Project Advisory Team</u>: Elizabeth Chamberlain, City of Walla Walla; Jon Rickard, City of College Place; Meagan Bailey, City of Dayton; Randy Hinchliffe, City of Waitsburg; Nikki Sharp, Walla Walla County

**Date:** October 23, 2020 (Revised)

**From:** Todd Chase & Tim Wood, FCS GROUP

**CC:** Violet Brown & Scott Fregonese, Fregonese & Associates

**RE:** **Walla Walla Regional Housing Action Plan, Task 2: Housing Needs Assessment**

This memorandum describes the existing housing inventory, evaluates market trends and establishes a baseline housing needs forecast for the Walla Walla Region.

## Demographic Trends

**The Region is growing**! Population within the Walla Walla Region (includes the cities of Walla Walla, College Place, Dayton and Waitsburg) reached a record high of 47,695 year-round residents in 2019 (*according to the WA Office of Financial Management*). Population within the Walla Walla Region has been increasing at an annual average rate of 0.68% since 2010, which is three times faster than unincorporated Walla Walla County, but almost half the statewide average (**Exhibit 1**).

**Annual Average Population Growth Rate**, 2010-2018
Source: U.S. Census Bureau, American Community Survey 5-Year Estimates (Table B01003)

| 0.68% | 0.22% | 1.33% |
|---|---|---|
| Walla Walla Region | Unincorp. Walla Walla County | Washington |

**Exhibit 1: Population Trends**

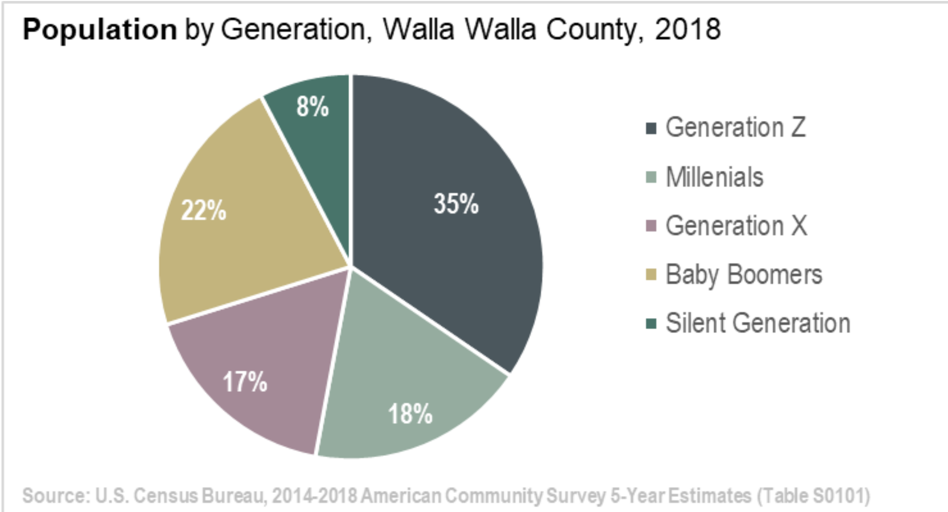
| Population Trends | 2010 | 2018 | AGR |
|---|---|---|---|
| Washington | 6,561,297 | 7,294,336 | 1.33% |
| Columbia County | 3,957 | 4,001 | 0.14% |
| Dayton | 2,463 | 2,682 | 1.07% |
| Walla Walla County | 57,585 | 60,236 | 0.56% |
| College Place | 8,502 | 9,136 | 0.90% |
| Waitsburg | 1,194 | 1,188 | -0.06% |
| Walla Walla | 31,177 | 32,731 | 0.61% |
| Walla Walla Region | 43,336 | 45,737 | 0.68% |
| Unincorp. Walla Walla County | 14,249 | 14,499 | 0.22% |

**Source:** U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates (Table B01003)

**AGR:** average annual growth rate.

The relationship between demographic changes, income levels and housing preferences can shed light on future housing needs for the Walla Walla Region. The primary demographic age cohorts are shown in **Exhibit 2** and described below.

**Exhibit 2: Population by Age Cohort Generation**




Overall, the Region has a relatively younger (Generation Z) and older (Silent Generation) share of population than the statewide average, and a lower share of Millennials, Generation X and Baby Boomers.

### Silent Generation (those born before 1925 to 1945)

This includes retirees over age 75, who were raised during the Great Depression or World War II. This cohort currently accounted for 8% of the Region's population in 2018 and is projected to be one of the fastest growing segment over the next 20 years. As people reach their 80s, a large share desire to move into assisted living or senior housing facilities with nearby health care and transit access.

### Baby Boom Generation (born 1946 to 1964)

Baby boomers (currently age 56 to 75) accounted for 22% of the Region's residents. The boomer segment has been growing more rapidly than the other cohorts over the past 10 years and many are now entering their retirement years. Boomers prefer to "age in place" until after age 80, then may downsize or move in with family members (sometimes opting to reside in accessory dwellings).

### Generation X (born 1965 to 1980)

Gen X is the demographic cohort following the baby boomers and preceding the Millennials. This cohort (currently includes people between age 40 to 55) accounts for 17% of the Region's residents and is expected to overtake the baby boom cohort in numbers within the next decade. GenX households often include families with children, and many prefer to live in single family detached dwellings.

### Millennials (born 1980 to early 2000s)

Millennials (currently in their twenties or thirties) account for 18% of the Region's residents and is expected to increase moderately in the near future. Younger millennials tend to rent as they establish their careers and/or payback student loans. However, working millennials in their thirties often become first-time homebuyers, opting to purchase smaller single family detached homes or townhomes.

### Generation Z (born mid-2000s or later)

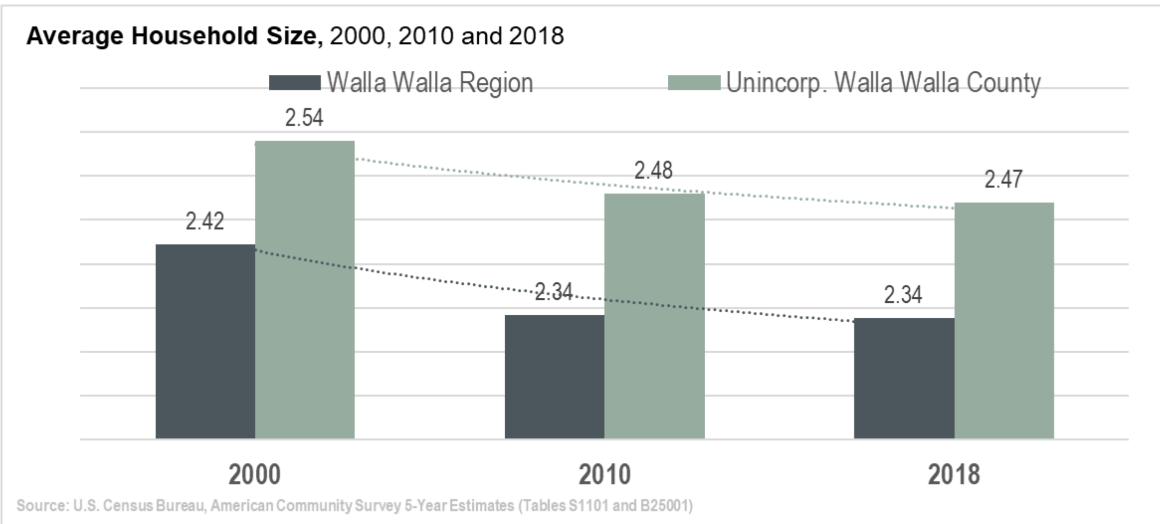
GenZ includes residents under age 20. This is the Region's largest demographic segment with 35% of the overall population. It includes children living with GenXers and Baby Boomers. This segment has been increasing in over the past several years, but growth will likely slow down as people delay starting families and now tend to have fewer children than past generations.

### Hispanic and other ethnic groups

The largest ethnic group in the Region includes the Hispanic/Latino segment, which is spread among all demographic cohorts. Hispanic/Latino population accounts for 21% of all residents within the Region compared with 12% statewide. While overall growth in this group may slow in comparison to the past, it is still projected to be the fastest growing racial/ethnic group over the next few decades.

These trends reflect a need for a mix of housing types to support demand from young families as well as aging seniors. Consistent with national trends, the average household size is also falling, as people delay starting families, familiar have fewer children, and seniors reach their lifespans **(Figure 3**).

**Exhibit 3: Trends in Declining Average Household Size**




## Employment Trends

Long-term employment growth is also positive within the Walla Walla Region. As indicated in **Exhibit 4**, the region added 725 net new jobs between 2002 and 2017. Most new Regional job growth has occurred within the health care and social assistance sector (929 jobs added) followed by the service and education sectors (595 jobs added). The largest declines in employment occurred within the industrial and construction sectors (384 jobs lost) and the transportation, communications and utilities sectors (373 jobs lost).

**Exhibit 4: Employment Trends**

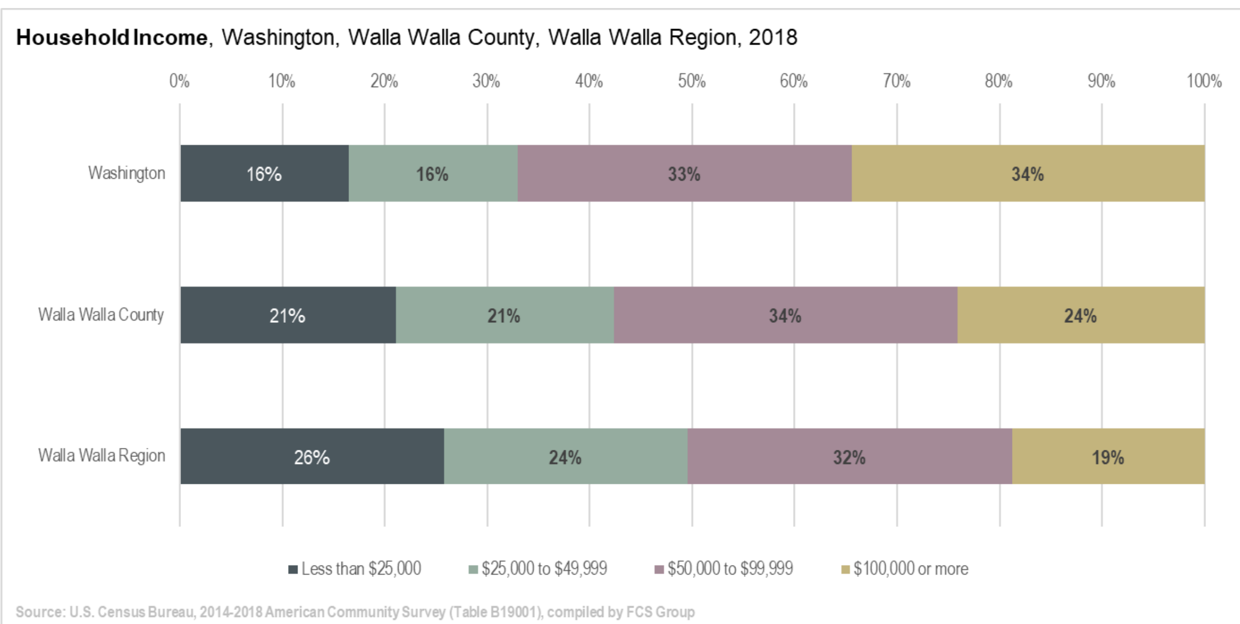
**Walla Walla Region Employment Trends (at place of work employment)**

| Segment | 2002 - 2017 Job Growth | 2002 | 2010 | 2017 | Change |
|---|---|---|---|---|---|
| Agriculture, Forestry, Fishing and Hunting | | 230 | 184 | 150 | (80) |
| Transportation, Communications & Utilities | | 700 | 509 | 427 | (273) |
| Industrial Trades & Construction | | 1,978 | 1,642 | 1,594 | (384) |
| Retail Trade | | 2,392 | 2,911 | 2,337 | (55) |
| Other Services, Restaurants & Lodging | | 3,673 | 4,129 | 4,022 | 349 |
| Educational Services | | 1,042 | 1,033 | 1,288 | 246 |
| Health Care and Social Assistance | | 3,083 | 3,396 | 4,012 | 929 |
| Public Administration | | 183 | 173 | 176 | (7) |
| **Total** | | **13,281** | **13,977** | **14,006** | **725** |

**Source:** US Census Bureau, On the Map.com. Region includes four cities: Walla Walla, College Place, Waitsburg and Dayton.

If the Region continues to shift away from higher paying industrial jobs to lower paying service jobs, income levels will remain well below statewide averages. Currently, the median income for Walla Walla County was $56,533 in 2018, which compares to $70,116 for Washington state. As shown in **Exhibit 5**, during 2018, half of all workers within the Region received under $50,000 per year.

**Exhibit 5: Household Income**

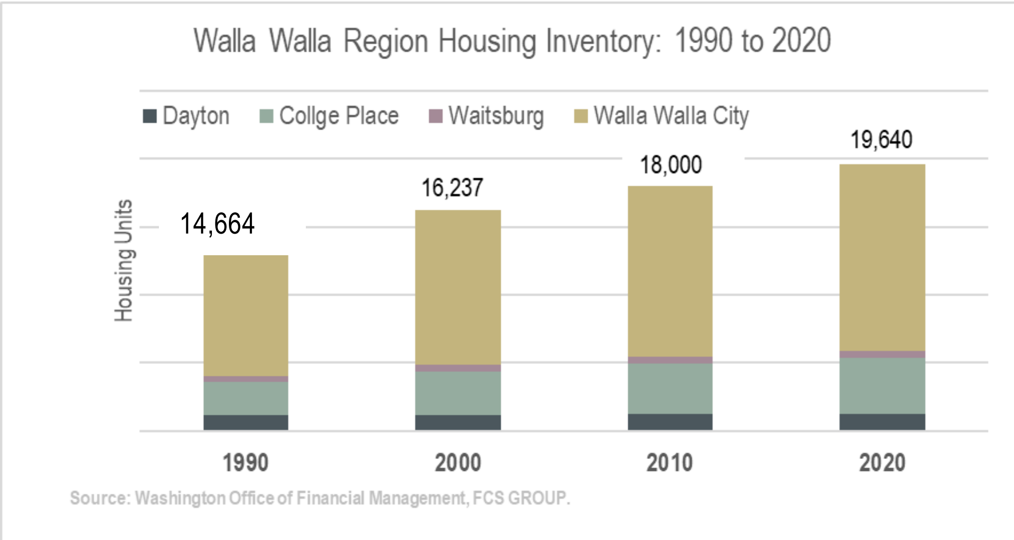



## Housing Inventory

As of 2020 Q1, the four-city Region had a total housing inventory of 19,640 dwelling units. In comparison, there were 25,205 dwelling units in Walla Walla County and 2,219 units in Columbia County (**Exhibit 6**).

The Region's housing inventory is primarily comprised of single family detached homes (65%). Townhomes, duplexes and multifamily structures make up 29% of the inventory, followed by mobile homes with 6% of the inventory.

**Exhibit 6:**




In order to address gaps in the current housing inventory, and meet future demand for attainable housing prices, the Walla Walla Region's housing inventory will need to accommodate a wide variety of housing types. The current mix of housing types is depicted in **Exhibt 7**.

**Exhibit 7: Current Housing Mix by Location, 2018**

| Housing Types | Walla Walla County | College Place | Dayton | Waitsburg | Walla Walla City | Walla Walla Region |
|---|---|---|---|---|---|---|
| Single Family Detached | 70% | 59% | 81% | 66% | 65% | 65% |
| Townhouses / Plexes | 11% | 26% | 11% | 4% | 11% | 14% |
| Multi-family (5+) | 12% | 7% | 5% | 0% | 19% | 15% |
| Mobile homes/other | 7% | 9% | 2% | 30% | 5% | 6% |
| Total | 100% | 100% | 100% | 100% | 100% | 100% |

**Source**: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates (Table B25024)

Housing growth in the Walla Walla Region has been driven by a combination of in-migration, natural increases in population, university student housing, second home investors and seasonal rentals. Between 2000 and 2018, the Region added 2,246 households and the average household size fell from 2.42 to 2.34 people per household (**Exhibit 8**).

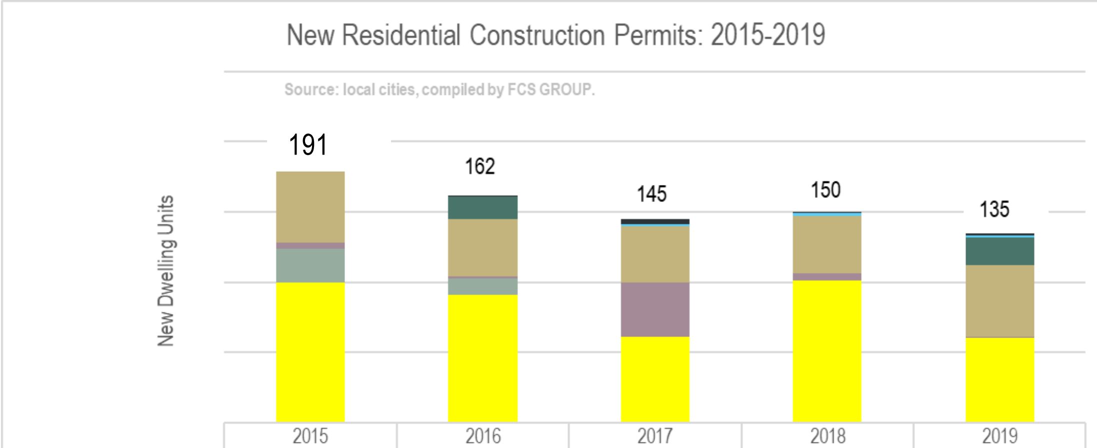
**Exhibit 8: Trends in Household Formations and Occupied Housing Units, Walla Walla Region**

| | 2000 | 2010 | 2018 | Change: 2000-18 | Annual Change |
|---|---|---|---|---|---|
| Households | 15,076 | 16,528 | 17,322 | 2,246 | 125 |
| Average household size | 2.42 | 2.34 | 2.34 | | |
| Occupied Dwelling Units | 16,237 | 18,032 | 19,092 | 2,855 | 159 |

**Source:** U.S. Census Bureau, 2000 Census (Tables P015, P017, H001), American Community Survey 5-Year Estimates (Tables S1101 and B25001)

In recent years, housing production has not kept pace with housing demand. As shown in **Exhibit 9**, new residential construction within the Region declined from 191 permits issued in 2015 to 135 permits in 2019.

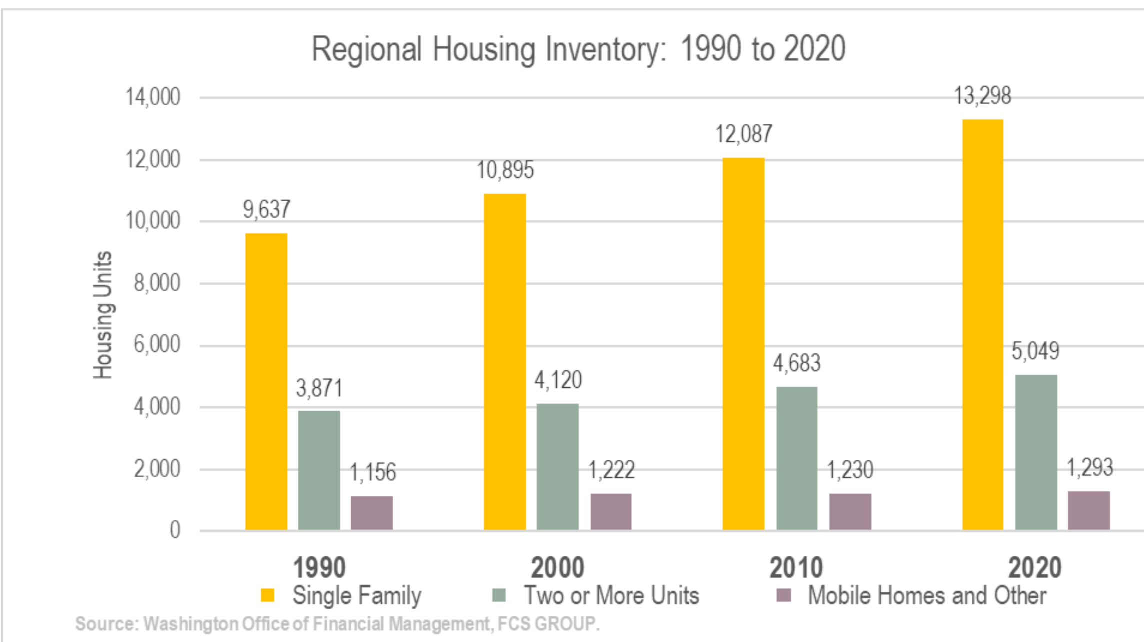
**Exhibit 9: New Residential Construction Permits, Walla Walla Region, 2015 to 2019**




| | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|---|
| SF (Dayton) | 3 | 1 | 4 | 1 | 2 |
| SF (Waitsburg) | 0 | 0 | 1 | 2 | 1 |
| MFR (College Pl.) | 0 | 16 | 0 | 0 | 20 |
| SF (College Pl.) | 60 | 41 | 40 | 41 | 51 |
| ADU/Dorms (WW City) | 4 | 1 | 39 | 5 | 1 |
| MFR (WW City) | 24 | 12 | 0 | 0 | 0 |
| SF (WW City) | 100 | 91 | 61 | 101 | 60 |

Housing inventory data provided by the Washington Office of Financial Management indicates that there have been net increases in all housing types within the Region over the past two decades (**Exhibit 10**).

**Exhibit 10: Housing Inventory Trends, Walla Walla Region, 1990 to 2020**



Unfortunately, not all new construction has occurred without displacement of some existing housing. As indicated in **Exhibit 11**, the Region recorded a net increase of 1,159 single family detached homes and 62 townhomes/plexes, between 2010 and 2018, but displaced at least 80 multifamily units and 81 mobile homes during that time.

**Exhibit 11: Net Change in Housing, Walla Walla Region, 2010 to 2018**

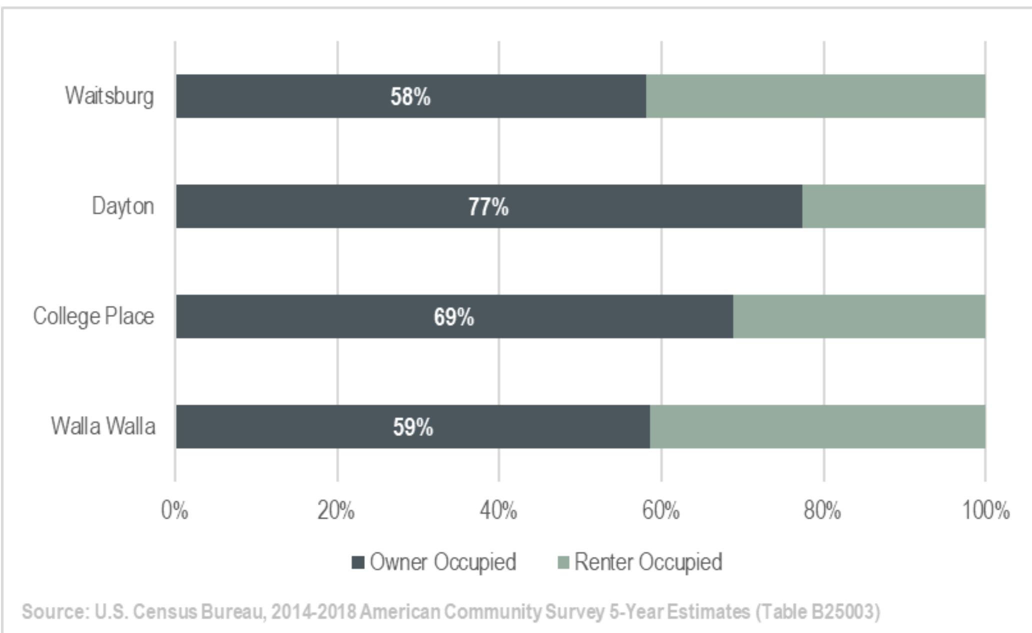
| Housing Type | 2010 Est. (2006-2010 ACS) | 2018 Est. (2014-2018 ACS) | Change |
|---|---|---|---|
| Single Family Detached | 11,235 | 12,394 | 1,159 |
| Townhouses / Plexes | 2,631 | 2,693 | 62 |
| Multi-family (5+) | 2,936 | 2,856 | (80) |
| Mobile homes/other | 1,230 | 1,149 | (81) |
| **Total** | **18,032** | **19,092** | **1,060** |

**Source**: U.S. Census Bureau, American Community Survey 5-Year Estimates (Table B25024).

## Tenancy and Vacancy Levels

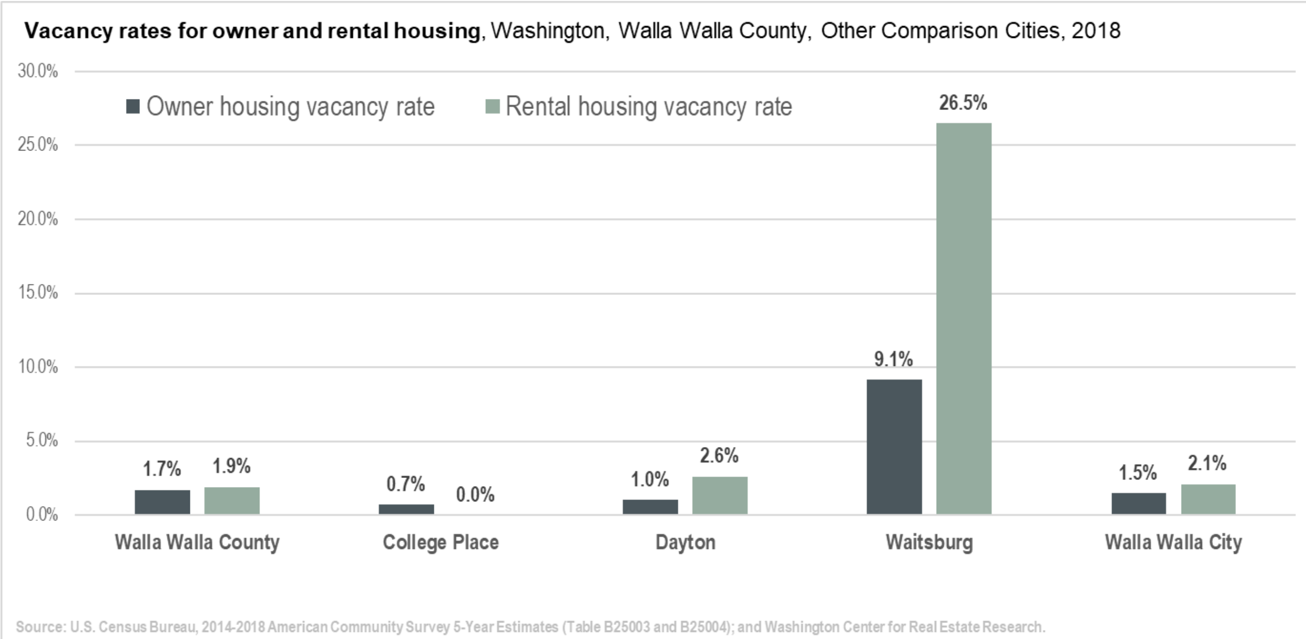
The Region's tightening housing supply is impacting homeowners and renters. Overall tenancy within the Region is comprised of 60% owners and 40% renters. As shown in **Exhibit 11**, the rate of homeownership varies significantly among the region's four cities.

**Exhibit 12: Tenancy Characteristics, ACS 2014-2018**




Housing vacancy rates were below 3% in 2018 within the cities of College Place, Dayton and Walla Walla, and are reported to be lower today (**Exhibit 12**). Within the Region, the highest vacant rates are in Waitsburg, which is located approximately 20 miles from the Walla Walla city center.

**Exhibit 13: Housing Vacancy Rates, 2018**




## Home Prices and Rents

As vacancy rates decline, home prices and rent levels are increasing. Median home prices have increased steadily over the past several years within the Region to record levels (**Exhibits 14 and 15**).

**Exhibit 14: Median Home Prices**

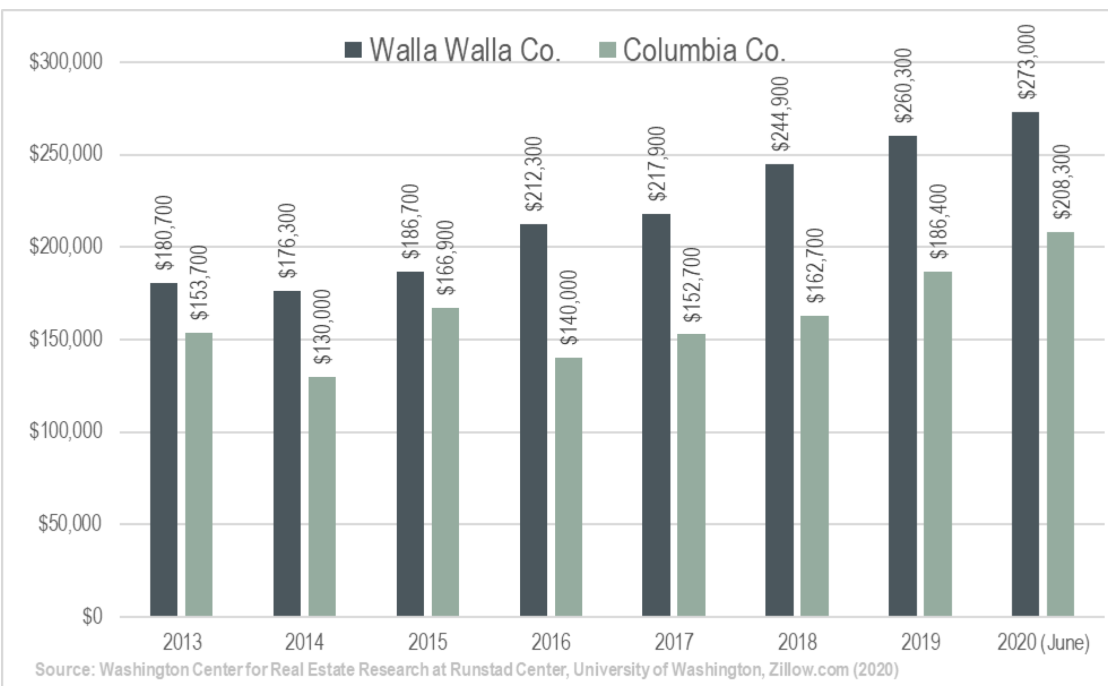


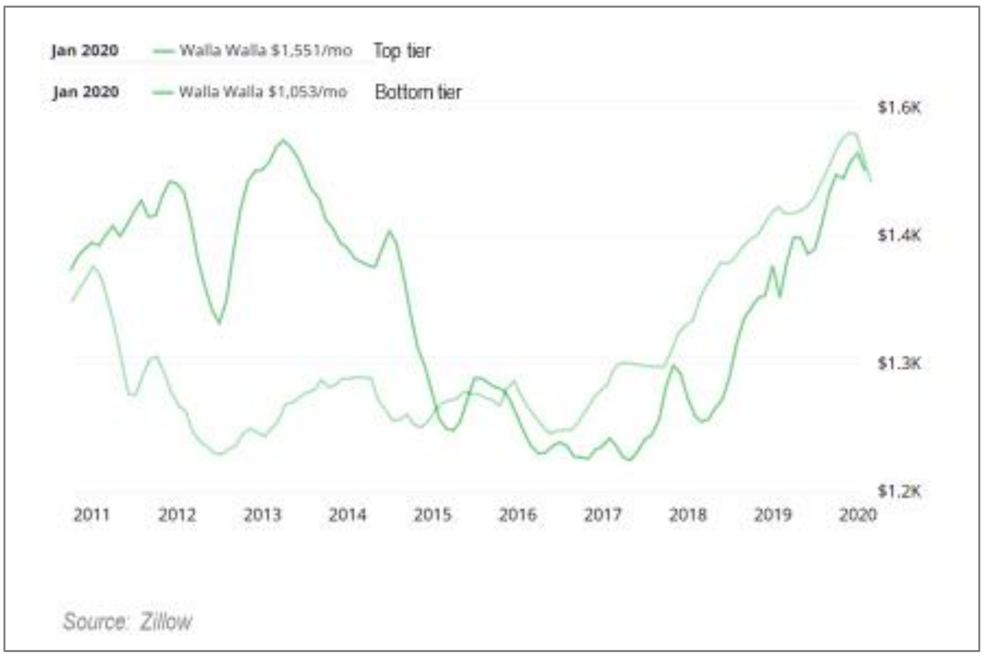
**Exhibit 15: Median Home Prices**

| Median Home Price Sales Trends in Select Markets | | | |
|---|---|---|---|
| | 5/19/2019 | 5/20/2020 | Change % |
| Washington | $403,000 | $425,000 | 5.5% |
| Columbia County | $186,400 | $208,300 | 11.7% |
| Dayton | $149,000 | $152,000 | 2.0% |
| Walla Walla County | $268,000 | $273,000 | 1.9% |
| College Place | $276,000 | $281,000 | 1.8% |
| Waitsburg | $226,000 | $230,000 | 1.8% |
| Walla Walla City | $268,000 | $273,000 | 1.9% |

**Source:** Zillow, (6/1/2020), Compiled by FCS GROUP.

Monthly rents have also increased to record levels. As shown in **Exhibit 16**, the median rent within the Region is currently $1,486, and the price difference between the top quality and lowest quality rental housing units has narrowed considerably.

**Exhibit 16: Median Housing Rent, Walla Walla Region, 2011 to 2020**




By comparison, the current U.S. Housing and Urban Development (HUD) Fair Market Rents in Walla Walla County range from $680 for an efficiency to $1,509 for a four-bedroom unit, as shown below. According to input received from stakeholders, there are very few (if any) non-government subsidized properties that would meet HUD fair market rents in the Walla Walla Region.

**HUD Fair Market Rent** (FMR) by Unit Type, Walla Walla County, 2020

Source: U.S. Department of Housing and Urban Development

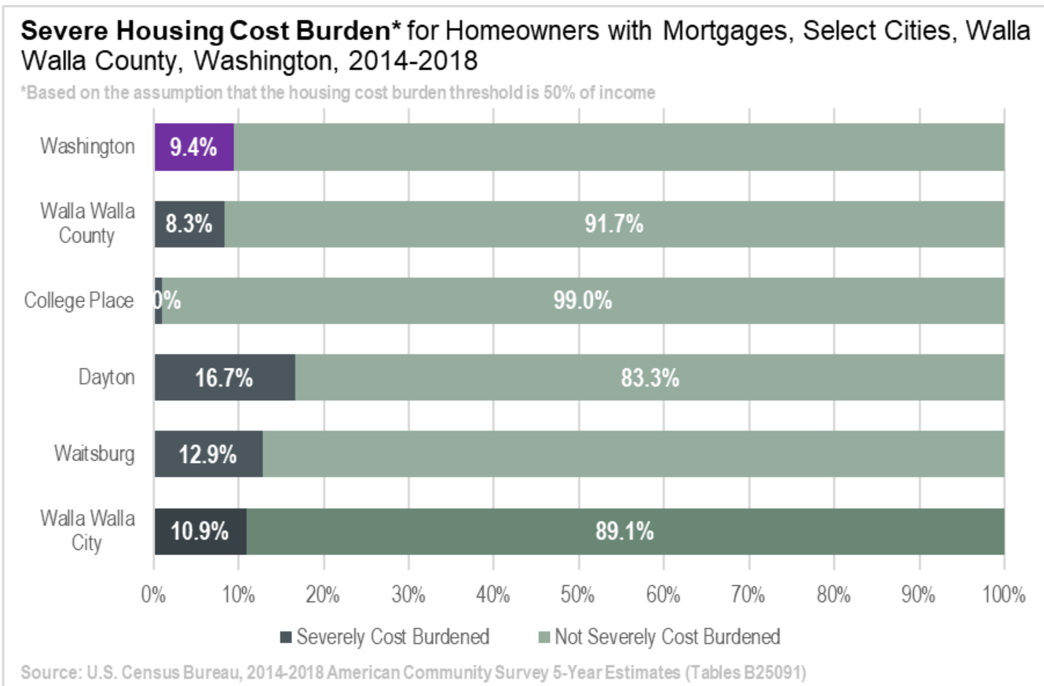
| $680 | $792 | $1,043 | $1,505 | $1,509 |
|---|---|---|---|---|
| Efficiency | 1-Bedroom | 2-Bedroom | 3-Bedroom | 4-Bedroom |

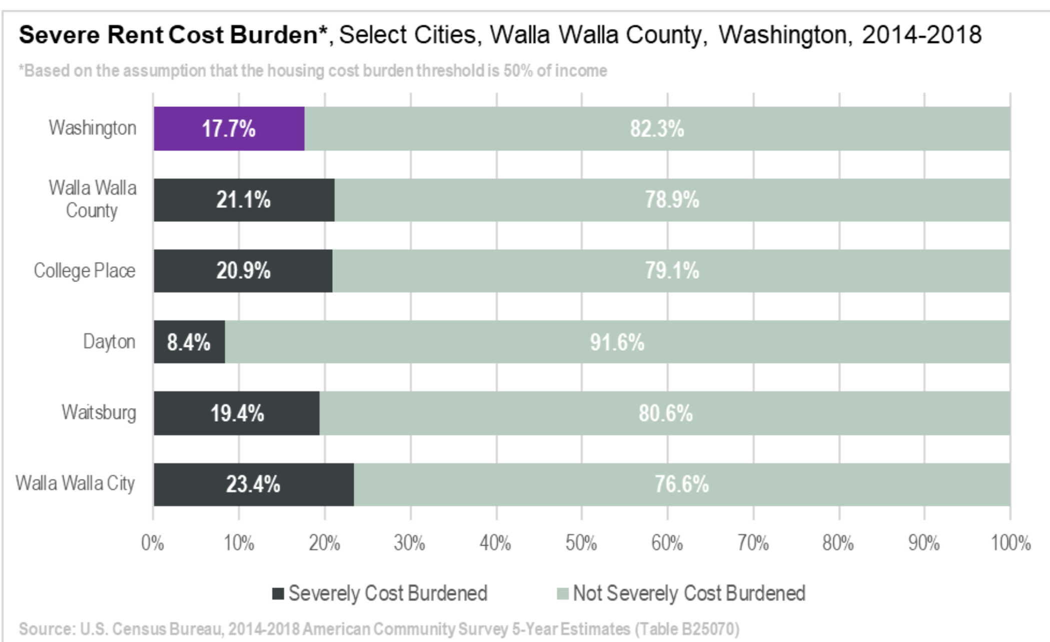
## Housing Attainability

According to the U.S. Housing and Urban Development (HUD), households are considered "cost burdened" if they pay over 30% of their gross income on housing. Households are "severely cost burdened" if they pay over 50% of their gross income on housing.

As of 2018, approximately 8.3% of homeowners and 21.1% of the renters in Walla Walla County were severely cost burdened **(Exhibit 17)**. If housing costs continue to rise faster than incomes, the share of severely cost burdened households will continue to increase.

**Exhibit 17: Severe Housing Cost Burden by Locality**



To help gauge housing attainability, FCS GROUP examined median household income (MHI) data for selected cities within Walla Walla and Columbia counites. Median household income in Walla Walla County ($56,533) is currently well below the Washington average ($70,116). However, income levels for households in Walla Walla County have been increasing slightly faster than the state average (**Exhibit 18**).

**Exhibit 18: Median Income Trends, 2010-2018**

| | 2010 | 2018 | AGR |
|---|---|---|---|
| Washington | $57,244 | $70,116 | 2.6% |
| Walla Walla County | $45,575 | $56,533 | 2.7% |
| College Place | $40,137 | $47,525 | 2.1% |
| Dayton | $39,861 | $44,524 | 1.4% |
| Waitsburg | $45,568 | $48,403 | 0.8% |
| Walla Walla | $39,397 | $48,678 | 2.7% |

**Source:** U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates (Table B25119)

**AGR:** average annual growth rate.

To meet HUD guidelines for housing affordability, no more than 30% of income should be allocated to housing. Hence, middle-income families earning 80% to 120% of the median household income (MHI) should be able to afford monthly rents at $1,131 to $1,696; or homes priced between $279,000 and $419,000. If middle-income households pay more than this, they would be "cost burdened" to some degree. As indicated in **Exhibit 19**, using current statistics, affordable monthly rental cost for low-income families is as follows:

- Low Income, $707 to $1,131
- Very Low Income, $424 to $707
- Extremely Low Income, $424 or less

## Point in Time Homeless Residents

The homeless population in Walla Walla County has fluctuated between 126 and 358 over the past decade. In 2019, Walla Walla County's homeless population included an estimated 163 people or about 0.75% of the statewide homeless count, which is less than the county's 0.82% overall share of statewide population. Stakeholder input indicates that the number of homeless residents appears to have increased since the global Covid-19 pandemic began in 2020.

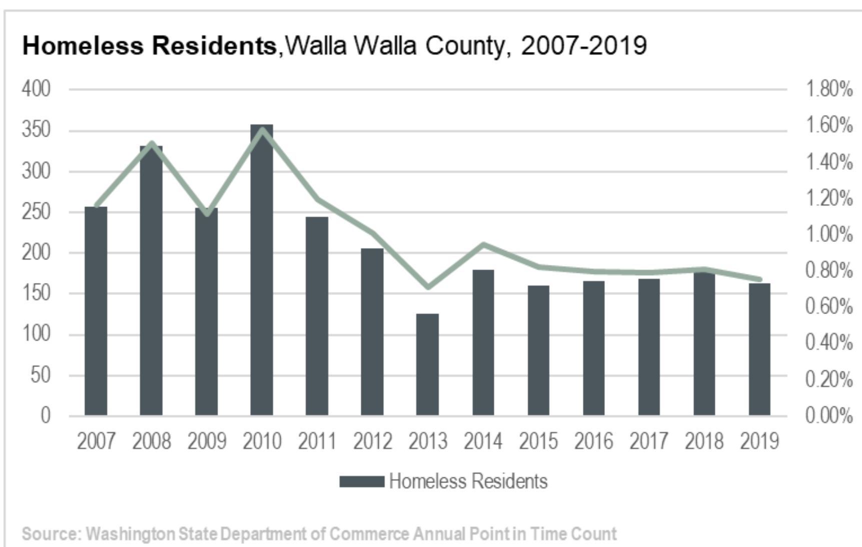


**Exhibit 19: Analysis of Attainable Housing Prices/Rents**

| Walla Walla County Median Household Income (2018)* | $56,533 | |
|---|---|---|
| **Qualifying Income Level** | **Lower-range** | **Upper-range** |
| Upper (120% or more of MHI) | $67,840 | or more |
| Middle (80% to 120% of MHI) | $45,226 | $67,840 |
| Low (50% to 80% of MHI) | $28,267 | $45,226 |
| Very Low (30% to 50% of MHI) | $16,960 | $28,267 |
| Extremely Low (less than 30% of MHI) | | $16,960 |
| **Attainable Annual Housing Payment (@30% of income level)** | **Lower-range** | **Upper-range** |
| Upper (120% or more of MHI) | $20,352 | or more |
| Middle (80% to 120% of MHI) | $13,568 | $20,352 |
| Low (50% to 80% of MHI) | $8,480 | $13,568 |
| Very Low (30% to 50% of MHI) | $5,088 | $8,480 |
| Extremely Low (less than 30% of MHI) | | $5,088 |
| **Attainable Monthly Rent or Payment (@30% of income level)** | **Lower-range** | **Upper-range** |
| Upper (120% or more of MHI) | $1,696 | or more |
| Middle (80% to 120% of MHI) | $1,131 | $1,696 |
| Low (50% to 80% of MHI) | $707 | $1,131 |
| Very Low (30% to 50% of MHI) | $424 | $707 |
| Extremely Low (less than 30% of MHI) | | $424 |
| **Approximate Attainable Home Price**** | **Lower-range** | **Upper-range** |
| Upper (120% or more of MHI) | $419,000 | or more |
| Middle (80% to 120% of MHI) | $279,000 | $419,000 |
| Low (50% to 80% of MHI) | $166,000 | $266,000 |
| Very Low (30% to 50% of MHI) | $100,000 | $166,000 |
| Extremely Low (less than 30% of MHI) | n/a | n/a |

*Notes:*

** based on current U.S. Census estimates of household income for Walla Walla County.*

*** assumes 5% down (zero down payment for low income purchasers) on 30-yr mortgage @ 3.0% interest.*

*Source: analysis by FCS GROUP using U.S. Census, Amercian Community Survey data.*

## Measures of Economic Hardship

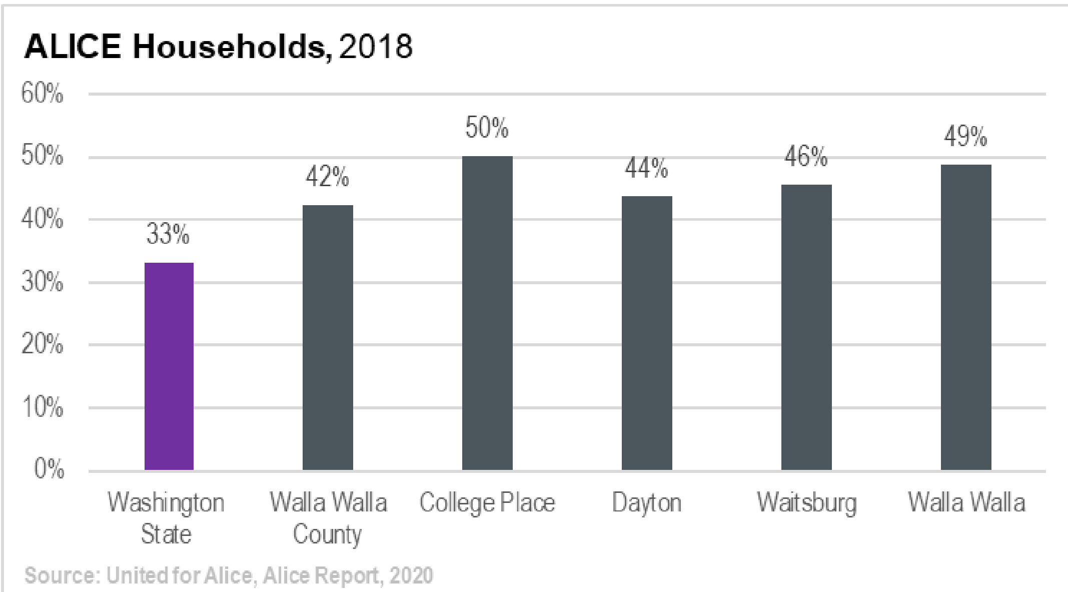
Like many rural communities across the U.S., an increasing share of Walla Walla Region's households are experiencing economic hardship as the cost of living rises faster than income levels.

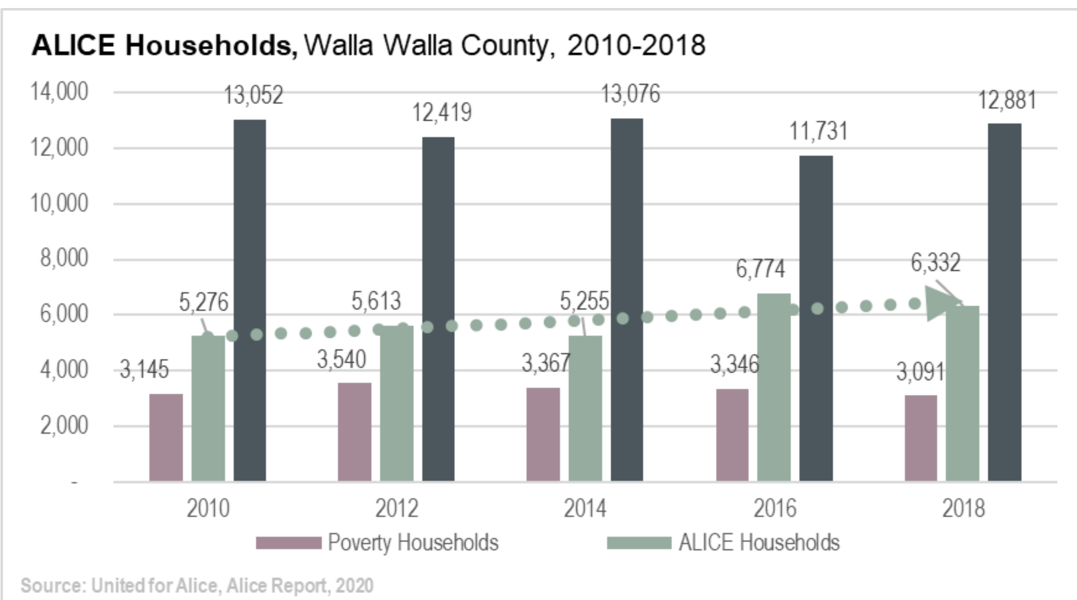
Since the War on Poverty began in 1965, the Federal Poverty Level (FPL) has provided a standard for determining the proportion of people living in poverty in the U.S. Despite the FPL's benefit of providing a nationally recognized income threshold for determining who is poor, its shortcomings include the fact that the FPL is not based on the current cost of basic household necessities, and except for Alaska and Hawaii, it is not adjusted to reflect cost of living differences across the U.S. In fact, federal poverty statistics indicate that the number of Walla Walla County households living in poverty decreased by 54 between 2010 and 2018.

In recognition if the short comings associated with federal poverty statistics, the United Way now provides a new measure of economically distressed households struggling in each county in a state. This effort provides a framework, to measure households that do not earn enough to afford basic necessities, with a population segment called ALICE (Asset Limited, Income Constrained, Employed). The ALICE methodlogy takes into account the total cost of household essentials – housing, child care, food, transportation, technology, and health care, plus taxes and a 10 percent contingency. ALICE data are calculated separately for each county, and for six different household types. For more information please check out: https://www.unitedforalice.org/methodology

In 2018, 42% of the households in Walla Walla County were either in poverty or in the ALICE category, which is well above the Washington statewide average of 33%. Within the Walla Walla Region, the share of households in poverty and ALICE categories ranged from 44% in Dayton to 50% in College Place (**Exhibit 20**).

**Exhibit 20: ALICE Household as Share of Total Households**



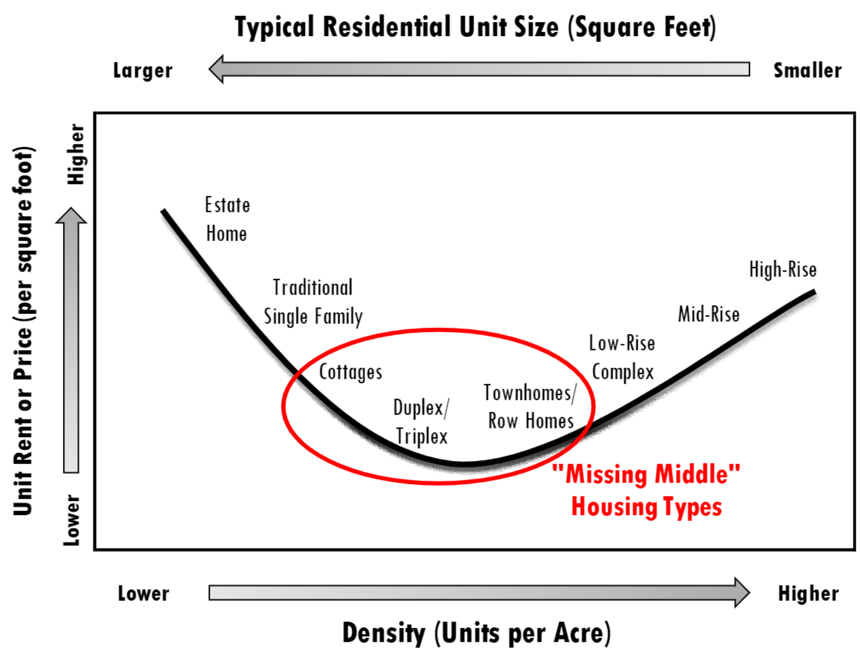



## Housing Supply Gaps

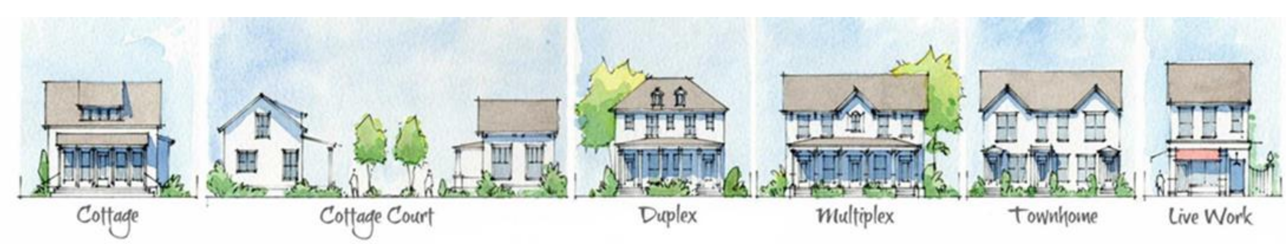
Representatives from public agencies have expressed concern over the lack of attainable and good quality housing for middle income families and local workers. To find attainable housing, some workers must travel long distances to between their homes and their jobs to find attainaible housing.

Given the need for workforce housing, the Region would benefit from development of “middle income” housing types, such as apartments, duplexes, townhomes, cottages, manufactured homes and accessory dwelling units (ADUs). These housing types can be delivered at a lower cost and rent level per square foot than standard single family detached and mid-rise housing types (**Exhibit 21)**.

**Exhibit 21: Middle Housing Types**




*Source: Washington Department of Commerce Housing Memorandum (PNW Economics and LDC)*




## Transportation Considerations

Long commutes into the Walla Walla Region may represent potential pent-up demand for new housing.   According to U.S. Cenus On-the-Map data, in 2017 there were 9,275 workers who commuted to work in Walla Walla County and 5,978 county residents who commuted to work outside the County (**Exhibit 15**). **One in five workers in the County commute over 100 miles per day; which is 55% higher than the statewide average**.

**Exhibit 22: Commute Patterns, Walla Walla County, 2017**


## Affordability and Current Market Gaps

Low vacancy rates and rising home prices have resulted in market gaps that could be filled only by new housing construction. The regional *Affordability Housing Community Council Report*, Summer 2019, found that median income levels in the City of Walla Walla and College Place would need to increase by at least $5,400 to enable families to purchase a home at 2018 prices. This affordability gap has increased since.

The Region's rental housing gap is most prevalent at the highest and lowest income levels. In other words, there is currently an inadequate supply of quality market rate apartments (at $1,131/month or higher) or for-sale housing (at $279,000+). This is partially the reason why 400 middle and upper income households currently live in lower-quality *middle-income* rental housing. And the lack of affordable housing (at $707/month or lower) has resulted in 791 households living in higher-cost housing which leads to severe rent burdens. This analysis assumes that 33% of the current housing gap can be addressed by new policies that help stimulate near-term housing construction with 239 market rate units and 261 affordable units (**Exhibit 22**).

**Exhibit 23: Rental Housing Market Gaps, Walla Walla Region, 2017**

| Median Household Income Range | Lower-end | Upper-End | Renter Households Counted | Affordable Monthly Rent Costs * | Level of subsidy required | Estimated Rental Units Counted | Year 2017 Housing (Gap) or Surplus |
|---|---|---|---|---|---|---|---|
| Upper (120% or more of MFI) | $67,840 or more | | 1,304 | $1,696 & Above | Zero | 580 | **(400)** |
| Middle (80% to 120% of MFI) | $45,226 | $67,840 | 1,173 | $1,131-$1,686 | Zero | 1,497 | |
| Low (50% to 80% of MFI) | $28,267 | $45,226 | 1,518 | $707-$1,131 | Low | 2,709 | 1,191 |
| Very Low (30% to 50% of MFI) | $16,960 | $28,267 | 1,177 | $424-$707 | Medium | 1,541 | **(791)** |
| Extremely Low (less than 30% of MFI) | $16,960 or less | | 1,830 | Less than $424 | High | 674 | |
| **Total** | | | **7,001** | | | **7,001** | |

**Source:** US Census Bureau 2013-2017 ACS, analysis by FCS GROUP.

* Calculated at 30% of Walla Walla County median family income based on HUD guidelines

**Analysis of Pent-Up Rental Housing Demand, Walla Walla Region**

| Median Household Income Range | Renter Households in 2017 | Rental Units in 2017 | Housing (Gap) | Potential Capture Rate | Pent-up Housing Demand Capture |
|---|---|---|---|---|---|
| Upper (120% or more of MFI) | 1,304 | 580 | (724) | 33% | **239** |
| Middle (80% to 120% of MFI) | 1,173 | 1,497 | 324 | | |
| Low (50% to 80% of MFI) | 1,518 | 2,709 | 1,191 | | |
| Very Low (Less than 50% of MFI) | 3,006 | 2,215 | (791) | 33% | **261** |

**Source:** US Census Bureau 2013-2017 ACS, analysis by FCS GROUP.

## Regional Housing Needs Forecast

The Regional housing needs forecast takes into account the potential to capture a share of the current market gap for rental housing along with the projected population growth based on the adopted comprehensive plans for Walla Walla County and the cities of College Place, Walla Walla, Dayton and Waitsburg.

These plans anticipate a population increase of approximately 9,668 year-round residents by 2040 within Walla Walla County. According to the Walla Walla County Comprehensive Plan, the unincorporated areas of the county are projected to add 2,802 people. Since that forecast also reflects unincorporated portions of UGAs for the cities, we expect the majority of new population growth to occur within future annexation areas of local cities.

This analysis assumes that 70% of the housing growth and 90% of the group quarters population growth within unincorporated Walla Walla County will occur within the UGAs of Walla Walla, College Place, Waitsburg and Dayton. As indicated in **Exhibit 24**, this allocation of county growth equates to approximately 107 group quarters residents and 657 dwelling units.

**Exhibit 24: Projected Regional Housing Capture of Unincorp. Walla Walla County, 2020 to 2040**

| | Walla Walla County | Unicorp. Walla Walla County** | Regional Housing Capture of Unincorp. County % | Regional Housing Capture of Unincorp. County |
|---|---|---|---|---|
| Net New Population | 9,668 | 2,802 | | |
| New Pop in Group Quarters* | 773 | 119 | 90% | **107** |
| Population in Households | 8,894 | 2,683 | | |
| Housing Need for Permanent Residents (dwellings) | 3,601 | 865 | | |
| Seasonal & Vacancy Allowance (@9.4 %) | 358 | 74 | | |
| **Growth-related Housing Demand (dwelling units)** | **3,959** | **939** | 70% | **657** |

Source: FCS GROUP based on local pop. growth forecasts and current ACS data for local areas. *Group quarters reflects people in dormatories, group homes, institutions, etc. ** Includes unicorporated areas within urban growth areas of local cities.

To address changing demographic and householder preferences, the baseline housing demand forecast also takes into account the following assumptions:

- Future population growth forecasts for each city within the Walla Walla Region will be consistent with adopted local comprehensive land use plan forecasts (extrapolated).
- The tenancy mix and rate of homeownership will increase slightly overtime to the Washington statewide average (63% owners and 37% renters). Note, this results in a modest increase in homeownership rates within the Region from 60% currently to 63% by year 2040.
- Housing needs reflect more attainably priced housing types consistent with attainability levels with 30% of income allocated to rent or mortgage (principal and interest).
- The housing needs forecast assumes a moderate demand shift to middle income housing types, including townhomes, plexes, apartments, ADUs and manufactured housing.

To address future housing growth, the Walla Walla Region should plan to add approximately 4,685 net new housing units over the next 20 years. Future housing demand is likely to include 1,523 standard lot single family detached homes; 1,104 small lot detached homes; 732 townhomes/plexes; 894 multi-family units (includes some group quarters demand) and 443 government-assisted housing units, manufactured homes and/or ADUs (**Exhibit 25).**

**Exhibit 25: Walla Walla Region Housing Needs Forcast, 2020 to 2040**

| | Walla Walla City | College Place | Waitsburg | Dayton | Region Total |
|---|---|---|---|---|---|
| **Projected Baseline Housing Demand** | **2,362** | **494** | **153** | **11 +** | **3,021** |
| **Plus Share of Housing Within Unincorp. UGAs** | **514** | **107** | **33** | **2 +** | **657** |
| **Plus Demand to Address 33% of Housing Gap** | **414** | **87** | | | **500** |
| **Total Housing Need** | **3,290** | **688** | **187** | **13 +** | **4,178** |
| Plus Group Quarters Housing Units (@1.5 people per uni | 420 | 88 | | | 762 |
| **Grand Total (units)** | **3,710** | **776** | **187** | **13 +** | **4,685** |
| *percent of total* | 79% | 17% | 4% | 0.3% | 100% |

Source: FCS GROUP based on local pop. growth forecasts and current ACS data for local areas. *Group quarters reflects people in dormatories, group homes, institutions, etc.

**Projected Housing Need by Housing Type**

| Projected 2040 Housing Needs | 3,710 | 776 | 187 | 13 | 976 | Remainder of |
|---|---|---|---|---|---|---|
| Housing Type | Walla Walla UGA | College Place UGA | Waitsburg UGA | Dayton UGA | Walla Walla Region | Walla Walla County |
| Single-Family Detached | | | | | | |
| Standard Lots | 1,142 | 261 | 112 | 9 + | 1,523 | 225 |
| Small Lots, cottages, mfg. homes (lots) | 899 | 205 | - | - | 1,104 | - |
| Townhouses / Plexes (units) | 556 | 155 | 19 | 1 + | 732 | - |
| Multi-family units (5+ units per structure) | 816 | 78 + | - | - | 894 | - |
| Mobile homes/ADUs/other (units) | 297 + | 78 + | 56 + | 3 + | 433 | 56 + |
| **Total Dwelling Units** | **3,710** | **776** | **187** | **13 +** | **4,685** | **282** |

**Projected Housing Need by Income Level**

| Family Income Level | Owner-Occupied | Renter-Occupied | Total | Dist. % | Attainable Housing Products |
|---|---|---|---|---|---|
| Upper (120% or more of MI) | 2,361 | 260 | 2,621 | 56.0% | Single Family Lots |
| Upper Middle (80% to 120% of MI) | 384 | 347 | 730 | 15.6% | Cottage Homes, Townhomes, Apartments |
| Lower Middle (50% to 80% of MI) | 207 | 693 | 900 | 19.2% | Townhomes, Mfgd. Homes, Plexes, Apartments |
| Low (less than 50% of MI) | 0 | 433 | 433 | 9.3% | ADUs, Govt. Assisted Apts. |
| **Total** | **2,952** | **1,734** | **4,685** | **100.0%** | |

*Derived from Appendix A.

The group quarters demand generated by 762 residents accounts for demand generated by seniors in group homes and to a lesser extent university students and special needs population segments (including inmates at the correctional center). As indicated in **Exhibit 26**, the senior housing segment is projected to account for about three quarters of the overall group quarters demand, with the need for almost 380 units of shared senior housing required by year 2040.

**Exhibit 26: Projected Senior Housing Demand**

| | Region Total within UGAs |
|---|---|
| Current Population | 48,363 |
| Proj. Net New Population within Region UGAs (@2.3 perso | 8,485 |
| Future Population year 2040 | 56,848 |
| Population over Age 65 | 20% |
| Share of pop. over Age 65 in Nursing Homes | 5.0% |
| Avg. Household Size within Nursing Homes | 1.50 |
| Proj. Net New Population in Nursing Homes | 568 |
| **Proj. Senior Housing Need (dwelling units)** | **379** |

Source: population estimates and forecasts based on WA Office of Financial Management data; nursing home capture rates based on National Institute of Aging estimates, 2015.

Please refer to **Appendix A** for a Regional forecast of owner and renter housing needs by income level.

## Reconciliation of Housing Needs and Land Supply

According to the June 2019 Walla Walla County buildable land inventory and development capacity study, the Region's vacant and redevelopable land supply has the potential to add over 4,600 net new dwellings at full utilization of land within current Urban Growth Areas (**Exhibit 27**). Note, the City of Dayton was not included in the aforementioned Land Capacity Study.

**Exhibit 27: Land Capacity Analysis**

| | Minimum Lot Size (SF) | Net Res. Land Inventory (acres) | Vacant percent | Under-developed percent | Net New Pop. Capacity | Net New Dwelling Capacity | Infill & redevel-opment Dwellings | Dwellings on Vacant Land | % infill & redevelopment |
|---|---|---|---|---|---|---|---|---|---|
| **Waitsburg** | | | | | 1,466 | 621 | 284 | 337 | 46% |
| R96 Suburban Residential | 9,600 | 50.7 | 62% | 38% | 538 | 228 | 86 | 142 | |
| Residential (incorporated) | 10,000 | 92.7 | 49% | 51% | 875 | 371 | 189 | 182 | |
| Flexible Comm./Res (Incorp.) | 10,000 | 5.6 | 61% | 39% | 53 | 22 | 9 | 13 | |
| **College Place** | | | | | 1,013 | 429 | 184 | 245 | 43% |
| Multiple Family Residential | n/a | 2.1 | | | 59 | 25 | - | 25 | |
| R-60 Single Family Residential | 6,000 | 21.6 | 30% | 70% | 361 | 153 | 107 | 46 | |
| R-72 Single Family Residential | 7,200 | 0.3 | | | 4 | 2 | - | 2 | |
| R-96 Suburban Residential (incorp.) | 9,600 | 6.3 | 58% | 42% | 67 | 28 | 12 | 16 | |
| R-96 Suburban Residential (area 2B) | 9,600 | 39.8 | 75% | 25% | 425 | 180 | 46 | 134 | |
| R-96 Suburban Residential (area 2C) | 9,600 | 9.2 | 51% | 49% | 97 | 41 | 20 | 21 | |
| **Walla Walla City** | | | | | 7,641 | 3,238 | 1,632 | 1,606 | 50% |
| Multiple Family Residential | n/a | - | | | - | - | | | |
| R-60 Single Family Residential | 6,000 | - | | | - | - | | | |
| R-72 Single Family Residential | 7,200 | 54.7 | 21% | 79% | 813 | 344 | 271 | 73 | |
| R-96 Suburban Residential (incorp.) | 9,600 | 569.0 | 51% | 49% | 6,116 | 2,592 | 1,260 | 1,332 | |
| R-96 Suburban Residential (other)) | 9,600 | 60.8 | 67% | 34% | 712 | 302 | 101 | 201 | |

*Source: Revised Land Capacity Analysis, Technical Memorandum, June 2019, the Watershed Company.*

While the land capacity within the Region may be adequate for addressing the long-term housing need for Waitsburg and Dayton, the analysis cited above indicates that nearly half of new construction would need to occur on under-developed (part vacant) tax lots. If property owners do not wish to subdivide their tax lots, the likelihood of meeting housing needs through “infill” is unlikely.

The Collge Place UGA and the Walla Walla UGA may need to be expanded in order to address 20-year housing needs. Based on the Land Capacity Analysis and this housing needs assessment, we can draw the following findings:

**College Place UGA:** the projected 20-year housing need of 776 dwelling units is far greater than the potential UGA capacity of 429 units, even after assuming 43% of net new housing will be constructed on infill and redevelopment lands.

**Walla Walla UGA**: the projected 20-year housing need of 3,710 dwelling units is greater than the potential UGA capacity of 3,238 dwelling units, even after assuming 50% of the net new housing will be constructed on infill and redevelopment lands.

**Waitsburg and Dayton UGAs**: the combined projected 20-year housing need of 200 or more dwelling can be accomodated by their existing UGAs, since Waitsburg alone is presumed to have the UGA capacity to add 621 dwelling units, after assuming 46% of the net new growth occurs on infill and redevelopment lands.

It is recommended that the cities of College Place and Walla Walla continue to work with Walla Walla County and regional housing advocates to ensure that new housing density can be optimized within current UGAs, and new areas be identified for potential UGA expansion.

## NEXT STEPS

These findings will be refined with input from the Project Advisory Team and the Stakeholder committee.  The results will help shed light on the potential local policy changes and actions that can be taken to remove housing barriers in the Walla Walla Region.

# APPENDIX: HOUSING NEED BY INCOME

**Walla Walla Region Housing Forecast by Income Level**

| Income Cohort | % Owner Occupied | % Renter Occuped | Total |
|---|---|---|---|
| Upper (120% or more of MFI) | 80% | 10% | 56% |
| Upper Middle (80% to 120% of MFI) | 13% | 25% | 16% |
| Lower Middle (50% to 80% of MFI) | 7% | 40% | 19% |
| Low (less than 30% of MFI) | 0% | 25% | 9% |
| Total | **100%** | **100%** | **100%** |
| Tenancy | **63%** | **37%** | |
| Growth-Related Housing Need (midpoint) | **2,952** | **1,734** | **4,685** |

**Owner-occupied Housing Needs, Walla Walla Region, 20-year forecast**

| Family Income Level | Range of Home Sales Price | Attainable Housing Products | Estimated Distribution of Demand | Projected Owner-Occupied Units |
|---|---|---|---|---|
| Upper (120% or more of MFI) | $419,000+ | Large lot and Standard Homes | 80% | 2,361 |
| Upper Middle (80% to 120% of MFI) | $279,000 to $419,000 | Cottage Homes, Townhomes | 13% | 384 |
| Lower Middle (50% to 80% of MFI) | $166,000 to $266,000 | Manufactured Homes, Plexes, Condos | 7% | 207 |
| Low less than (50% of MFI) | n/a | | 0% | 0 |
| Total Dwelling Units | | | **100%** | **2,952** |

**Assumes 30% of income is used for mortgage payment, with 5% interest, 30-year term with 5% downpayment for upper middle and high income levels, and zero downpayment for lower income levels.*

**Renter-occupied Housing Needs, Walla Walla Region, 20-year forecast**

| Family Income Level | Range of Monthly Rent (2 bedrm) | Attainable Housing Products | Estimated Distribution of Demand | Total Rental Housing Need |
|---|---|---|---|---|
| Upper (120% or more of MFI) | $1,696+ | Standard Homes | 15% | 260 |
| Upper Middle (80% to 120% of MFI) | $1,131 to $1,696 | Cottage Homes, Townhomes, Apartments | 20% | 347 |
| Lower Middle (50% to 80% of MFI) | $707 to $1,131 | ADUs, Townhomes, Mfgd. Homes, Plexes, Apts. | 40% | 693 |
| Low (less than 50% of MFI) | Less than $707 | ADUs, & Gov't Assisted Plexes & Apts. | 25% | 433 |
| **Total Dwelling Units** | | | **100%** | **1,734** |

***Assumes 30% of income is used for rental payments; standard two bedroom unit.*

**ORDINANCE NO. __________**

**AN ORDINANCE OF THE CITY OF COLLEGE PLACE, WASHINGTON GRANTING A NON-EXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO CASCADE NATURAL GAS CORPORATION, ITS SUCCESSORS, GRANTESS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND REMOVE EXISTING PIPELINE FACILITIES TOGETHER WITH EQUIPMENT AND APPURTENANCES THERETO, FOR THE TRANSPORTATION AND DELIVERY OF NATURAL GAS SERVICE WITHIN AND THROUGH THE PUBLIC RIGHT OF WAYS OF THE CITY OF COLLEGE PLACE.**

WHEREAS, the City of College Place, (hereinafter "City"), Washington is a non-chartered code city governed by Title 35A Revised Code of Washington;

WHEREAS, Article 11, section 11, of the Washington State Constitution provides that the City of College Place "may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws";

WHEREAS, the College Place City Council, by section 35A.11.020 of the Revised Code of Washington, through section 35A.13.230 of the Revised Code of Washington, has any authority ever given to any class of municipality or to all municipalities of this state, and all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law, which may be exercised in regard to the regulation or use of public ways and property of all kinds and improvements thereto;

WHEREAS, Section 35A.47.040 of the Revised Code of Washington authorizes the City to grant, permit, and regulate non-exclusive franchises for the use of public ways;

WHEREAS, the Comprehensive Plan for the City of College Place includes, without limitation, policies and goals regarding utility facilities and services, including to provide reliable, effective, and efficient utility services at the lowest reasonable cost, consistent with the City's aims of environmental stewardship, social equity, economic development, and the protection of public health, for example, converting existing overhead systems to underground systems, coordination of utility projects to co-locate distribution facilities and coordinate construction, replacement, and maintenance timing to minimize disruption to the public, and minimization of negative impacts upon the character of the community, and recognition, preservation and protection of College Place's urban forest;

WHEREAS, Cascade Natural Gas Corporation, ("CNG") has applied to the City for a non-exclusive Franchise to construct, install, operate, maintain, replace and repair natural gas pipeline facilities, together with equipment and appurtenances thereto, (hereinafter "Pipeline Facilities") within and through the City;

WHEREAS, CNG, a Washington corporation authorized to transact business within the State of Washington, its successors and assigns, will make natural gas utility service available upon reasonable terms and conditions to all persons and entities without discrimination between classes of users to include rates and charges; and

WHEREAS, the City Council finds that the Franchise terms and conditions contained in this ordinance are in the public interest.

WHEREAS, the College Place City Council adopted Ordinance 17-022 on June 13th, 2017, codified as Title 20 which as passed, and as further amended governs franchises;

NOW, THEREFORE, the City Council of College Place, Washington does ordain as follows:

**BE IT ORDAINED BY THE CITY COUNCIL OF COLLEGE PLACE, WASHINGTON**

**SECTION 1. DEFINITIONS**

For the purposes of this Franchise and any and all exhibits attached hereto, the following terms, phrases, words, and their derivations will have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Definitions applicable to franchises are located in College Place Municipal Code CPMC 20.02.020, and as amended. Words not defined shall be given their common and ordinary meaning.

A. "**At capacity**" means the current placement of existing private and public utilities in areas of City properties, public streets, or public ways is such that any additional placement of private utilities in those areas would adversely affect the ability of the City to replace and maintain existing and planned City utilities and infrastructure according to generally accepted engineering standards.
B. **"CITY"** means City of College Place, Washington.
C. **"CPMC"** means College Place Municipal Code as enacted and subsequently modified or recodified.
D. **"Construct or Construction"** means removing, replacing, and repairing existing pipeline(s) and/or Facilities and may include, but is not limited to, digging and/or excavating for the purposes of removing, replacing, and repairing existing pipeline(s) and/or Facilities.
E. "**Distribution system, system and lines**" used either in the singular or plural shall mean and include the poles (with or without cross arms), wires, lines, conduit, cables, signal lines, lights, braces, anchors, vaults, feeders, regulators, meters, fixtures, connections, and all attachments, appurtenances, equipment and appliances necessary and incidental thereto or in any way appertaining to the transmission and distribution of the service or product and which are located within a right-of-way.
F. **"EOC"** means Walla Walla County Emergency Operations Center.
G. "**Effective Date**" means five days following passage, approval and legal publication of this Ordinance or legal summary thereof and acceptance by CNG, upon which the rights,

duties, and obligations shall come into effect and the date from which the time requirement for any notice extension and/or renewal will be measured.

H. "**Franchisee" and "Grantee"** mean CNG, its agents, representatives, employees, and contractors and also includes its successors and assigns.

I. "**Governmental use**" means use by the City, State, or agencies or departments of the United States for the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means both internally and externally within or between their various agencies, departments, and divisions.

J. "**Hazardous Substance" means** any hazardous, toxic, or dangerous substance, material, waste, pollutant, or contaminate.

**K. "Maintenance or Maintain"** means examining, testing, inspecting, repairing, maintaining and replacing the existing pipeline(s) and/or Facilities or any part thereof as required and necessary for safe operation.

**L. "Pipeline Corridor"** shall mean the pipeline pathway through the Franchise Area in which the pipeline(s) and or Facilities of the Grantee are located, including any Rights-of-Way, Public Property, and/or easement over and through private property.

M. "**Public Properties**" means and includes all present and/or future property owned or leased by the City within the present and/or future corporate limits or jurisdictional boundaries of the City.

N. **"Operate or Operations"** means the use of Grantee's existing pipeline(s) and/or Facilities for the transportation, distribution and handling of petroleum products or byproducts within and through the Franchise Area.

O. **"Rights-of-Way"** means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-way and similar public property and areas located within the Franchise Area.

P. "**Urban Forest**" means all trees now or hereafter on or in any City properties, public street, or public ways or easement, or street trees on private property.

## SECTION 2. FRANCHISE/GRANT OF AUTHORITY

A. The City grants to Franchisee, subject to the terms and conditions of this franchise, a non-exclusive Franchise to enter, occupy, and use public ways for constructing, installing, operating, maintaining, repairing, replacing and removing facilities necessary to provide natural gas utility services. Except as expressly provided otherwise, Franchisee shall construct, install, operate, maintain, repair, replace and remove its facilities at its expense.

B. Franchisee must follow terms and conditions in City of College Place Municipal Code Chapter 12.08 (Excavations), Chapter 20.02 (General Provisions), Chapter 20.06 (Franchise), Chapter 20.08 (Franchise Lease), Chapter 20.10 (Conditions of Franchises and Facilities Leases) and the current applicable provisions of the Street Restoration Act (Resolution 890) as subsequently amended by Council.

C. Any rights, privileges, and authority granted to Franchisee under this Franchise are subject to the legitimate rights of the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the public and the environment, and nothing in this Franchise excuses Franchisee from its obligation to comply with all applicable general laws enacted by the City pursuant to such power. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City's police powers will be resolved in favor of the exercise of the City's police power.

D. This Franchise is non-exclusive. Grantor reserves all rights to its property, including, without limitation, the right to grant additional franchises, easements, license and permits to others to use the Rights-of-Way and City/Public Properties, provided that the Grantor shall not grant any other franchise, license, easement or permit that would unreasonably interfere with Franchisee's permitted use under this franchise. This Franchise shall in no manner prohibit the Grantor or limit its power to perform work upon its Rights-of-Way, City/Public Properties or make all necessary changes, relocations, repairs, maintenance, establishment, improvement thereto, or from using any of the Rights-of-Way and City/Public Properties, or any part of them, as the Grantor may deem fit from time to time, including the dedication, establishment, maintenance and improvement of all new Rights-of-Way and City/Public Properties, or any part of them, as the Grantor may deem fit from time to time, including the dedication, establishment, maintenance and improvement of all new Rights-of-Way and other City/Public Properties of every type and description.

E. Nothing in this Franchise excuses Franchisee of its obligation to identify its facilities and proposed facilities and their location or proposed location in the public ways and to obtain right-of-way permits, use and/or development authorization and permits from the City before entering, occupying, or using public ways to construct, install, operate, maintain, repair, or remove such facilities.

F. Nothing in this Franchise excuses Franchisee of its obligation to comply with applicable federal, state, and local codes, rules, regulations, and standards subject to verification by the City of such compliance to include the federal American Disability Act, the City of College Place Municipal Code Chapter 12.08 (Excavations), Chapter 20.02 (General Provisions), Chapter 20.06 (Franchise), Chapter 20.08 (Franchise Lease), Chapter 20.10 (Conditions of Franchises and Facilities Leases) and the current applicable provisions of the Street Restoration Act (Resolution 890) as subsequently amended by Council.

G. Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose generally applicable charges or fees, or to excuse Franchisee of any obligation to pay generally applicable lawfully imposed taxes, charges or fees.

H. Nothing in this Franchise grants authority to Franchisee to impair or damage any City property, public way, other ways or other property, whether publicly or privately owned.

I. Except as otherwise permitted, nothing in this Franchise shall be construed to give franchisee's facilities priority of use of public ways.

J. Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction, installation, maintenance, repair, replacement, operation, or removal of facilities or to modify public ways to accommodate franchisee's facilities or work associated therewith.

K. Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third party user of Franchisee's Facilities or to otherwise recognize or create third party beneficiaries to this Franchise. By granting this franchise, the City is not assuming any risks or liabilities therefrom, which shall be solely and separately borne by Franchisee. Franchisee agrees and covenants to, at its sole cost and expense, take all reasonably prudent steps to protect, support, and keep safe from harm its pipeline(s) and/or Facilities, or any part thereof, when necessary to protect the public health and safety and the environment.

L. Except as specifically granted herein, nothing in this Franchise shall be construed to permit Franchisee to unlawfully enter upon, over or through, or construct or place improvements upon the property or premises of another.

M. This Franchise is only intended to convey a limited right and interest. It is not a warranty of title or interest in City's Rights-of-Way or other City/Public Property. None of the rights granted herein shall affect the City's jurisdiction over its property, streets or Rights-of-Way.

N. The limited rights and privileges granted under this Franchise shall not convey any right to Franchisee to install any new pipeline(s) and/or Facilities without the express written consent of the City.

**<u>SECTION 3. TERM</u>**

A. Each of the provisions of this Franchise shall be for a period of ten (10) years from the effective date of this Franchise as prescribed in CPMC 20.06.070, and as amended. This shall be referred to as the primary term. This Franchise shall automatically renew for successive periods of five (5) years each (successive terms) unless cancelled at the end of a term by either party by written notice to the other party no less than 180 calendar days prior to the end of the primary term or the then current successive term.

B. The effective date shall be as prescribed herein below.

**<u>SECTION 4. COMPLIANCE WITH LAWS AND STANDARDS</u>**

A. In carrying out any authorized activities under the privileges granted herein, Grantee shall meet generally accepted industry standards and comply with all applicable laws of any governmental entity with jurisdiction over the pipeline and its operation. This shall include all applicable laws, rules and regulations existing at the Effective Date of this Franchise or that may be subsequently enacted by any governmental entity with jurisdiction over Grantee and/or the pipeline(s) and Facilities.

B. In the case of any conflict between the terms of this Franchise and the terms of Grantor's ordinances, codes, regulations, standards and procedures, this Franchise shall govern.

## SECTION 5. CONSTRUCTION AND MAINTENANCE

A. All pipeline Construction, Maintenance or Operation undertaken by Grantee, upon Grantee's direction or on Grantee's behalf shall be completed in a professional (workmanlike) manner.

B. Except in the case of emergency, prior to commencing any Construction or Maintenance work in the Franchise Area, the Grantee shall first file with the Grantor such detailed plans, specifications and profiles of the intended work as may be required by the Grantor. Grantor may require such additional information, plans and/or specifications are in Grantor's opinion necessary to protect the public health and safety during the Construction and/or Maintenance work and for the remaining term of this Franchise.

C. All Construction and/or Maintenance work shall be performed in conformity with the maps, plans, and specifications filed with the Grantor, except in instances in which deviation may be allowed thereafter in writing pursuant to an application by Grantee

D. Except in the event of an emergency, Grantee shall provide Grantor at least ten (10) calendar days' written notice prior to any Construction, Maintenance, and/or Removal, or other substantial activity, other than routine inspections and maintenance, by Grantee, its agents, employees or contractors on grantee's pipeline(s) or Facilities covered by this Franchise.

E. Work shall only commence upon the issuance of applicable permits by the City. However, in the event of an emergency requiring immediate action by Grantee for the protection of the pipeline(s) or Facilities, Grantor's property or other persons or property, Grantee may proceed without first obtaining the normally required permits. In such event Grantee must (1) take all necessary and prudent steps to protect, support, and keep safe from harm its pipeline(s) and/or Facilities, or any part thereof; Grantor's property; or other persons or property, and to protect the public health and safety; and (2) as soon as possible thereafter, must obtain the required permits and comply with any mitigation requirements or other conditions in the after-the-fact permit.

F. Unless such condition or regulation is in conflict with a federal or state requirements, the City may condition the granting of any permit or other required approval, in any manner reasonably necessary for the safe use and management of the public right-of-way or the

City’s property including, by way of example and not limitation, bonding, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and protecting any Rights-of-Way improvements, private facilities and public safety.

G. Whenever necessary, after Constructing or Maintaining any of Grantee’s pipeline(s) or Facilities within the Franchise Area, the Grantee shall, without delay, and at Grantee’s sole expense, remove all debris and restore the surface as nearly as possible to as good or better condition as it was in before the work began. Grantee shall replace any property corner monuments, survey reference, or hubs that were disturbed or destroyed during Grantee’s work in the areas covered by this Franchise. Such restoration shall be done in a manner consistent with applicable codes and laws, under the supervision of the Grantor and to the Grantor’s reasonable satisfaction and specifications.

H. Franchisee shall continuously be a member of the State of Washington one number locator service under RCW 19.122, and as amended, or an approved equivalent and shall comply with all such applicable rules and regulations.  Franchisee shall provide reasonable notice to the City prior to commencing any Maintenance, Removal or Construction under this Franchise and additionally to those owners or other persons in control of property when the acts will affect access or use or otherwise impact the property.

I. Markers demarcating the pipeline’s location shall be placed on the surface in compliance with federal and state law requirements.

J. Grantee shall at all times keep up-to date maps and records showing the location of all gas mains, lines, and service connections laid by it in said City. Such maps and records shall be kept in Grantee’s district operating office and shall be subject to inspection at all reasonable times by proper officials or agents of said City, and be made available within 48 hrs. Grantee shall provide at the City’s request a copy of facilities maps for the city’s use.

K. Nothing in this Franchise shall be deemed to impose any duty or obligation upon City to determine the adequacy or sufficiency of Franchisee’s plans, specifications, and designs, or to ascertain whether Franchisee’s proposed or actual construction, testing, maintenance, removal, repairs, or replacement is adequate or sufficient or in conformance with the plans, specifications and designs reviewed by the City.

L. Franchisee shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the City, including safety of all persons and property during any activity performed pursuant to this Franchise.

## SECTION 6. INDEMNITY

A. General Indemnification. Grantee shall at all times indemnify and hold the City harmless as is in accordance with CPMC 20.10.230 – General Indemnification.

B. Environmental Indemnification. Grantee shall indemnify, defend and save Grantor harmless from and against any and all liability, loss, damage, expense, actions and claims, either at law or in equity, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by the City in defense thereof, to the extent arising directly or indirectly from (a) Franchisee's breach of any environmental laws applicable to the pipeline or (b) from any release of a Hazardous Substances on or from the pipeline. To the extent that Hazardous Substances are released by Grantee pursuant to this Franchise, this indemnity includes: (a) liability for a governmental agency's costs of removal or remedial action for Hazardous Substances; (b) damages to natural resources caused by Hazardous Substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to Hazardous Substances; (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws; and (e) liability for personal injury, property damage, or economic loss arising under any statutory or common-law theory. Nothing in this section shall require Grantee to indemnify, defend, or save Grantor or otherwise be liable for any loss, damage, expense, action, or claim relating to Hazardous Substances that are pre-existing or otherwise not released or otherwise caused Grantee.

C. The indemnity provisions contained herein shall survive the termination of this Franchise and shall continue for as long as the Franchisee's pipeline(s) and Facilities shall remain within or upon the City limits or until the parties execute a new Franchise Agreement which modifies or terminates these insurance and bond provisions.

**SECTION 7. INSURANCE AND BOND REQUIREMENTS.**

A. Franchisee shall comply with:

CPMC 20.10.220 - Insurance

CPMC 20.10.240 – Performance and Construction Surety

CPMC 20.10.250 – Security Options

CPMC 20.10.260 – Performance Bond

B. All other insurance and bond requirements as directed by the City, including but not limited to providing the City with proof of insurance and a copy of applicable insurance policy(ies), including, but not limited to, coverage terms and claims procedures, shall be provided to the City prior to beginning of any substantial work, testing or construction or reconstruction or removal of the pipeline(s) or facilities.

C. The insurance and bond provisions contained herein shall survive the termination of this Franchise and shall continue for as long as the Franchisee's pipeline(s) and Facilities shall remain within or upon the City limits or until the parties execute a new Franchise Agreement which modifies or terminates these insurance and bond provisions.

**SECTION 8. INSTALLATION, RELOCATION, REPLACEMENT, ABANDONMENT, RELOCATION, AND REMOVAL OF NATURAL GAS INFRASTRUCTURE**

Natural gas infrastructure installation, maintenance, abandonment, and removal activities shall be governed by the following municipal codes, now in effect or as further amended or recodified in CPMC 20.10

In addition to the applicable requirements listed herein, if the federal Office of Pipeline Safety or the state regulatory agency significantly decrease their staffs, or if any congressional or legislative study indicates that federal or state regulatory oversight has significantly decreased in effectiveness during the term of this Franchise, then Grantor and City agree to expeditiously negotiate new franchise provisions that will provide the City with access to detailed information regarding testing and inspection such as would have been routinely submitted to the federal or state regulatory agencies under the regulations in effect at the time of the Effective Date. If the City and Franchisee fail to agree upon new franchise provisions, the issue shall be resolved through the Dispute Resolution provisions of Section 13.

**SECTION 9. EXCAVATIONS**

Street Cut permits must be obtained prior to any excavation in the public rights of way. Inspections of work performed by Franchisee are required and timely advance notice for inspection shall be given. The "CITY Standard Specifications" and any amendments thereto shall be the standard of quality and practice. Work should follow College Place Street Restoration Act (Resolution 890).

**SECTION 10. GRANTEE TO MAKE EXTENSIONS AND INSTALL SERVICE DEVICES**

The Grantee shall at all times during the term of this Franchise install and maintain, at its own expense, such service devices, street services, and regulating and measuring devices, exclusive of meters, as may be necessary for supplying service to Grantee's customers, such requirement extending only to services to the curb line along the line of the main where the main is in the street, and to the abutting property line where the main is in the alley. The Franchisee shall make all reasonable extensions for supplying service to natural gas customers who are inhabitants of the City. The same shall be made, supplied, and furnished under such reasonable rules and regulations as may be prescribed by Washington Utilities and Transportation Commission, or its subsequent organization in accordance with the provisions hereof.

**SECTION 11. QUALITIES AND PRESSURE OF GAS**

The gas to be supplied to said City and its inhabitants under the terms and conditions hereof shall be merchantable gas and shall be supplied to the consumer's meters at such reasonable pressure as may be prescribed by the regulatory body having jurisdiction over such matters.

**SECTION 12. RATES AND CONDITIONS OF SERVICE.**

The rates to be charged and exacted, and the rules and regulations in respect of the conditions, character, quality, and standards of service to be furnished by the Franchisee, and all such similar matters, shall be under the jurisdiction and control of Washington Utilities and Transportation Commission, or its subsequent organization.

**SECTION 13. MAPS, PLATS, AND RECORDS**

Maps, plats, and records shall be kept and available within CPMC 20.10.190 – Facilities Maps and CPMC 20.10.200 – Duty to provide information.

**SECTION 14. METERS**

All gas sold and distributed by the Franchisee shall be by meter measurement, on the property of, or in the building of, the consumer served, and the Franchisee, its agents, licensees, or employees shall have the right to read and inspect the gas meters at all reasonable times and to go on the premises therefore. The Franchisee shall furnish good and reliable meters for the consumers, and the terms and conditions of furnishing and testing thereof shall be as prescribed by the Washington Utilities and Transportation Commission, or its subsequent organization.

**SECTION 15. FRANCHISEE TO MAKE RULES AND REGULATIONS**

The Franchisee, its successors, and assigns, may make such reasonable rules and regulations for the protection of its property, for the prevention of loss and waste, for safety purposes, for the conduct of business, and in respect of the sale of distribution of gas, as may be advisable or necessary from time to time, all in accordance herewith and in accordance with valid, applicable State and Federal laws, rules, and regulations.

**SECTION 16. FRANCHISE FEE**

A. As compensation to the City for the rights and franchise hereby granted, the Franchisee shall pay to the City an amount each month equivalent to four percent (4%) of the Franchisee's gross revenue from sales of gas within the corporate limits of the City for the preceding month less revenue from such sales to the United States or any agency or corporation thereof, and less any amounts paid by the Franchisee to the United States, the State of Washington, and the CITY, as license, occupation, privilege, or excise taxes levied or imposed upon such sales within the corporate limits of the City, and less any uncollectable amounts. The City Council may modify franchise fees during the term of this ordinance. Notice of such action is to be made 30 days prior to scheduling any such change for Franchisee's ability to be represented before the Washington Utilities and Transportation Commission, or its subsequent organization. Such payments shall be made monthly and within twenty (20) days from the first of the month for the amount due on account of the preceding month, and the officers of the Franchisee, its successors or assigns, shall make and furnish to the City within said period a sworn statement as to the amount of such gross revenue from the sale of gas, and the City Administrator, Finance Director, or designee shall be permitted to examine the books of the Franchisee, its successors or assigns to determine or verify such amounts.

B. Interest shall accrue on any late amounts due at the rate of twelve percent (12%) per annum, or the maximum percentage rate permitted by law, whichever is lower.

**SECTION 17. EMERGENCY NOTICE AND COOPERATION**

CNG will notify the City through the Emergency Communications Center of any outages that may affect a significant or substantial portion of the City's consumers as promptly as possible after the outage occurs. CNG shall provide an individual with the authority and the knowledge to release information to the City and be liaison for CNG in the incident command system at Walla Walla County Emergency Operations Center (EOC) located at Second and Rose Streets in Walla Walla, Washington or other location deemed appropriate by the EOC in the event that a large scale outage occurs or other disasters that would affect service such as an earthquake, flood, and other catastrophe or accidents. This person will report to the EOC anytime that CNG deems necessary to activate a large-scale emergency operation or when the City or the EOC deems it necessary within thirty (30) minutes of the activation of the EOC.

CNG personnel on the scene at a hazardous leak where people and/or property is in danger within the City limits agree to notify the EOC of the leak using 911. These same personnel agree that if emergency response personnel respond that they will utilize the incident command system and that they will report to the incident commander and make themselves known on the scene of such an emergency. The incident commander may utilize them as part of a unified command.

**SECTION 18. FORFEITURE, RENOVATION, OR TERMINATION AND REMEDIES**

A. Forfeiture, renovation, or termination of Franchise shall be done in accordance with the following municipal codes:
CPMC 20.10.300 – Revocation or termination of franchises, or leases.
CPMC 20.10.310 – Notice and duty to cure.
CPMC 20.10.320 – Public hearing.
CPMC 20.10.330 – Standards for revocation or lesser sanctions
CPMC 20.10.340 – Civil penalties.
CPMC 20.10.350 – Enforcement
CPMC 20.10.360 – Other remedies.
CPMC 20.10.370 – Venue of any court action.

B. The remedies provided for in this Franchise Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

C. If Franchisee fails or refuses to comply with this Franchise, or any of its terms or conditions, the damages suffered by the City as a result may include, without limitation, increased costs of administration and other damages difficult to measure. Damages as set by CPMC 20.10.340 represent both parties' bests estimate of the damages resulting from the specified injury.

D. In addition to those reasons listed in CPMC 20.10.300, the City may also terminate this Franchise if Franchisee materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Franchise, fails to maintain all required licenses and approvals from federal, state, and local jurisdictions and fails to cure such breach or default within thirty (30) calendar days of the City's providing Franchisee written notice thereof, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time as the parties may agree.

E. This Franchisee shall not be terminated except upon a majority vote of the full membership of the City Council, after reasonable notice to Franchisee and an opportunity to be heard, provided that if exigent circumstances necessitate immediate termination, the hearing may be held as soon as reasonably possible after the termination.

F. In the event of termination, Franchisee shall immediately discontinue operation of the pipeline(s) and Facilities through and in the City. Once the Grantee's rights to Operate in the City have terminated, Franchisee shall comply with Franchise and CPMC provisions regarding removal and/or abandonment of Facilities.

G. Termination of this Franchise shall not release Franchisee from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release Franchisee from any obligation to remove or secure the pipeline and Facilities pursuant to this Franchise and to restore the City's property.

## SECTION 19. RECEIVERSHIP AND FORECLOSURE

A. Franchisee shall immediately notify the City in writing if it: files a voluntary petition in bankruptcy, a voluntary petition to reorganize its business, or a voluntary petition to effect a plan or other arrangement with creditors; files an answer admitting the jurisdiction of the Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver or trustee or all or any part of its property including all or any parts of its business operations, pipeline(s) or Facilities within or affect the City.

B. Upon the foreclosure or other judicial sale of all or a substantial part of Franchisee's business operations, pipeline(s) or Facilities within or affecting the geographical area of the City, or upon the occasion of additional events which effectively cause termination of Franchisee's rights or ability to operate the pipeline(s) or Facilities within or affecting the geographical area of the City, Franchisee shall notify the City of such fact.

C. The City shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Franchisee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise Agreement and remedied any existing violations and/or defaults; and

Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise Agreement granted to the Franchisee except where expressly prohibited by Washington law.

**SECTION 20. ASSIGNMENT OF FRANCHISE**

Assignment, cessation of service, or transfer of Franchise to a third party is governed by CPMC 20.06.230 – Abandonment/cessation of services/transfer of Franchise to third party.

**SECTION 21. LEGAL RELATIONS**

A. Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture or to impose a trust, partnership, or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

B. Franchisee accepts any privileges granted by the City to any property in an "as is" condition. Franchisee agrees that the City has never made any representations, implied or express warranties or guarantees as to the suitability, security or safety of Grantee's location of facilities or the facilities themselves in public property or rights of way or possible hazards or dangers arising from other uses of the public rights of way or other public property by the City or the general public. Franchisee shall remain solely and separately liable for the function, testing, maintenance, replacement and/or repair of the pipeline or other activities permitted under this Franchise.

C. This Franchise shall not create any duty of the City or any of its officials, employees, volunteers, or agents and no liability shall arise from any action or failure to act by the City in the exercise of powers reserved to the City. Further, this ordinance is not intended to acknowledge, create, imply or expand any duty or liability of the City with respect to any function in the exercise of its police power or for any other purpose. Any duty that may be deemed to be created in the City shall be deemed a duty to the general public and not to any specific party, group or entity.

D.

This Franchise shall be governed by, and construed in accordance with, the laws of the State of Washington.

**SECTION 22. MISCELLANEOUS**

If any material provision of this Franchise Agreement is held invalid, illegal, or unenforceable by a court or agency with competent jurisdiction, it shall not affect the balance hereof and the parties shall negotiate in good faith and agree, to the maximum extent practicable in light of such determination, to such amendments or modifications as are appropriate actions so as to give effect to the intentions of the parties as reflected herein. If severance from this Franchise Agreement of the particular provision(s) determined to be invalid, illegal or unenforceable will fundamentally impair the value of this Franchise Agreement, either party may apply to a court of competent jurisdiction to reform or reconstitute the Franchise Agreement so as to recapture the original intent of said particular provision(s). All other provisions of the Franchise shall remain in effect at all times during which negotiations or judicial action remains pending.

A. Whenever this Franchise sets forth a time for any act to be performed, such time shall be deemed to be of the essence, and any failure to perform within the allotted time may be considered a material violation of this Franchise.

B. In the event that Franchisee is prevented or delayed in the performance of any of its obligations under this Franchise by reason(s) beyond the reasonable control of Franchisee, then Franchisee's performance shall be excused during the Force Majeure occurrence. Upon removal or termination of the Force Majeure occurrence the Franchisee shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise or procure a substitute for such obligation or performance that is satisfactory to the City. Franchisee shall not be excused by mere economic hardship nor by misfeasance or malfeasance of its directors, officers or employees.

C. The Section headings in this Franchise are for convenience only and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the Section to which they pertain.

D. By entering into this Franchise, the parties expressly do not intend to create any obligation or liability, or promise any performance to any third party nor have the parties created any third party any right to enforce this Franchise.

E. This Franchise and all of the terms and conditions shall be binding upon and inure to the benefit of the respective successors and assignees of the parties.

F. Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specifically provided) shall be in writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

G. Notices shall be directed to the parties as follows:

| To the City: | To the Franchisee: |
| --- | --- |
| City Administrator | ______________________________ |
| 625 S College Ave | ______________________________ |
| College Place, WA 99362 | ______________________________ |

H. The parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a governmental authority is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

I. This Franchise Agreement, the attachments hereto, and the CPMC incorporated herein represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes all prior oral negotiations between the parties. This Franchise Agreement can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to the Franchise Agreement or the appropriate attachment and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought. All previous Franchise Agreements between the parties pertaining to Grantee's operation of its pipeline(s) and/or Facilitates in the City are hereby superseded.

J. City shall, within thirty (30) days after passage of this Ordinance, file with the City Clerk, its unconditional written acceptance of all the terms and conditions of this Franchise. If Franchisee shall fail to so file its written acceptance within such period, then the rights and privileges granted hereunder shall be deemed forfeited.

**<u>SECTION 23. CITY CLERK</u>**

The City Clerk is authorized and directed to publish a summary hereof in accordance with Revised Code of Washington §§ 35A.13.200 and 35A.12.160.

PASSED by the City Council of the City of College Place, Washington, this ____ day of ________________, 2020.

________________________________

Mayor

Attest:

Approved as to Form:

____________________________

City Clerk

______________________________

City Attorney

ACCEPTANCE:

The provisions of this Franchise are agreed to and hereby accepted. By accepting this franchise, Franchisee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the Franchise and the municipal code and ordinances of the City.

By: ________________________________

Printed Name: Eric Martuscelli

Title: Vice President Field Operations

CERTIFICATION OF COMPLIANCE WITH CONDITIONS AND EFFECTIVE DATE:

I certify that I have received confirmation that: (1) the Franchisee returned a signed copy of this Franchise to the City Council in accordance with this franchise; (2) the Franchisee has presented to the City acceptable evidence of insurance and security as required in this franchise; and (3) the Franchisee has paid all applicable processing costs set forth in the franchise.

The effective date of this Franchise ordinance is: _______________ ____, 2020.

By: __________________________________

Printed Name: _________________________

Title: ________________________________

[End of Franchise]