

Tuesday, April 5, 2022
Electronic City Council Workshop

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

Meeting may be viewed at: Live Stream on City of College Place, Washington YouTube at https://www.youtube.com/channel/UCbx3qrqzLDL_05NusReSI-g/featured

Zoom Attendee Link: <https://us06web.zoom.us/j/88448166066>

Or you may call this number to listen: 1-669-900-9128 ID#884 4816 6066 Phone controls: *6 - toggle mute /un-mute and *9 - raise hand

1. Opening Items.

Subject :	1.01 Call To Order
Meeting :	Apr 5, 2022 - Electronic City Council Workshop
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Hernández will call the meeting to order.

Subject :	1.02 Roll Call
Meeting :	Apr 5, 2022 - Electronic City Council Workshop
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Excuse absence of Council Member Williams / City Administrator Rizzitiello on vacation.

Mayor Via Web Norma L. Hernández

Paul T. Jessup,

Michael Cleveland,

Loren Peterson,

Council Members Via Web Tito Espinoza Jr.,

~~Melodie Williams,~~

Heather Schermann,

Monica Boyle

City Attorney, Rea Culwell;
Finance Director, Brian Carleton;
Deputy Finance Director/HR Asst, DaShari Schmick
Public Works Director, Robert McAndrews;
Police Chief, Troy Tomaras;
Staff Via Web
Fire Chief, David Winter;
Community Development Director, Jon Rickard;
HR Manager, Shawn Doering;
City Clerk, Lisa Neissl;
Deputy City Clerk, Sherri St. Clair

Subject : 1.03 Pledge of Allegiance
Meeting : Apr 5, 2022 - Electronic City Council Workshop
Category : 1. Opening Items.
Access : Public
Type : Procedural

Public Content

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

2. Public Comment.

Subject : 2.01 Public Comment
Meeting : Apr 5, 2022 - Electronic City Council Workshop
Category : 2. Public Comment.
Access : Public
Type : Information

Public Content

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

Meeting Protocol for Public Comment:

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

- Your Name
- Your Address

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

Public Comments in person may be made by telephone or virtually during the meeting:

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

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

File Attachments

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

3. Presentation.

Subject :	3.01 CPPD Oath of Office - Josh Jackson - Chief Tomaras
Meeting :	Apr 5, 2022 - Electronic City Council Workshop
Category :	3. Presentation.
Access :	Public
Type :	Information

Public Content

Officer Josh Jackson has completed all training required to become a fully commissioned Peace Officer for the City of College Place. Josh is a lateral officer with 23 years of law enforcement experience. We are very pleased to have Josh serving our community.

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

4. Workshop Topics.

Subject :	4.01 Feasibility Study to Evaluate Regional Wastewater Alternatives - Mr. McAndrews
Meeting :	Apr 5, 2022 - Electronic City Council Workshop
Category :	4. Workshop Topics.
Access :	Public
Type :	Discussion, Information

Public Content

Workshop Only - No Action

Expenditure Information:

Required: \$100,000, Not budgeted -50% State Dept of Ecology Forgivable Principal, 16.67% Port of Walla Walla, 16.67% City of Walla Walla, 16.67% City of College Place via already accepted State Dept of Ecology Loan.

As a permit condition of our wastewater system permit, the State is requiring the City to construct improvements by the end of 2023 which allow the City to farm or hold cleaned effluent so the City does not have to discharge cleaned effluent into Garrison Creek between the critical period of May to October.

The Phase 1 improvements the State is requiring of the City will cost around \$26 million. The City of Walla Walla is also expected to commit about \$26 million to upgrading its treatment plant. Both figures will be a heavy burden to ratepayers. The State Department of Ecology has offered a financing package to cover construction for the City of College Place but it consists of a \$5 million grant and \$21 million 0.07% interest loan. That is still a heavy burden on the ratepayer. The City participated in a joint call with 16th District Legislators, Port, City of Walla Walla, and Engineering Consultants to discuss the validity of a regional solution. A study is needed to determine if this is feasible due to geography, wastewater effluent contents, and impact on downstream water right holders. This study is needed so all agencies have all information needed to make a educated decision on the pathway forward. This decision will need to be made by November /December of this year.

File Attachments

[A-RegionalWWFeasibilityStudy.pdf \(883 KB\)](#)
[Regionalization_Resolution_Draft.pdf \(152 KB\)](#)

Subject :	4.02 Parks Worker III - Ms. Doering
Meeting :	Apr 5, 2022 - Electronic City Council Workshop
Category :	4. Workshop Topics.
Access :	Public
Type :	Discussion, Information

Public Content

Workshop Only - No Action

At this time the City only has one Parks position, Parks Worker II.

Recently the Parks Worker II position became vacant. In reviewing the job description it became apparent that it would be beneficial to create a second position description that required additional qualifications and offered compensation for those qualifications. This would not add an additional employee, but give the City flexibility when recruiting and an opportunity to attract someone with the desired qualifications.

The proposed Parks Worker III position would require a minimum of 2 years' experience in parks maintenance or related field and also have a Washington State Department of Agriculture (WSDA) Pesticide/Herbicide Applicator License with Aquatic, Ornamental Weed, and Rights-of-Way Weed endorsements.

The salary range for this position would be the same as the Streets Worker III - Applicator position.

In addition, there have been a few updates to the Parks Worker II job description.

Neither of these items have been approved by the union, but will need to be if council is agreeable to the changes.

File Attachments

[Parks Worker II JD 3-2022-A.pdf \(200 KB\)](#)

[Parks Worker III JD 3-28-2022.pdf \(198 KB\)](#)

[Proposed_Salary_Ordinance_4_12_2022.pdf \(168 KB\)](#)

Subject :	4.03 ERP System Replacement - Mr. Carleton
Meeting :	Apr 5, 2022 - Electronic City Council Workshop
Category :	4. Workshop Topics.
Access :	Public
Type :	Discussion, Information

Public Content

Workshop Only - No Action

The City is currently operating a number of different software programs. Recently, there has been software implemented that has not meet the needs of the departments, as well as changes to current systems that have not been advantageous from a cost and functionality perspective.

In addition, the cost of programs have escalated over the past few years and it was time to review our systems and recommend a ERP that fits the needs of the City from both a cost and functionality prespective.

In mid 2021 a team was assembled to:

1. Review the current software systems
2. Determine the wants, needs, and requirements of software for each department
3. Research software companies that meet the needs of each department
4. Select software companies for in-depth demo's of their products
5. Rate each company based on the predetermined criteria

- 6. Recommend a system that is both cost effective and meets the needs of each department and the City as a whole.
- 7. Once a system has been approved, create an implementation plan in coordination with the software company selected.

See presentation for additional details on the selection process.

File Attachments

[ERP Presentation 04052022.pdf \(362 KB\)](#)

Administrative File Attachments

[ERP Presentation 04052022.pptx \(311 KB\)](#)

Subject :	4.04 Ambulance Utility - Rate Options - Mr. Carleton & Chief Winter
Meeting :	Apr 5, 2022 - Electronic City Council Workshop
Category :	4. Workshop Topics.
Access :	Public
Type :	Discussion, Information

Public Content

Workshop Only - No Action

In 2018 the City contracted with FCS to do a ambulance utility fee study. The fire department is at the point where the demands of the fire and ems service needs to be augmented to continue providing the same level of service consistently to the community.

The deficit to operate Fire/EMS for 2022 budget is estimated at \$907,000, of which \$500,000 is attributable to Ambulance/EMS. An Ambulance Utility fee is being recommended to provide the revenue source for the \$500,000. The current expense fund will continue to provide the \$400,000 funding for Fire department.

Four rate options have been identified, they are:

- 1. A rate based on the demand and availability of the EMS and charged on a per ERU basis to each customer category. The ERU is derived from a single family home average square footage. The average for Washington State is 1,985 square feet.
- 2. The second option is to charge an total average rate per ERU to each customer category
- 3. The third option is to base the charge on the number of utility accounts.
- 4. The fourth option is to cap the charge at \$6,000 per year and then allocate the balance to all other categories based on the second allocation method.

There are a number of advantages and disadvantages to each category, these will be discussed in the presentation.

Methods used from other Washington State Cities:

- City Rate Basis
- Aberdeen Number of accounts
- Hoquiam Number of accounts

Mercer Island ESU based on demand and availability
Montesano Number of accounts
Moses Lake Number of accounts
Pasco Number of accounts
Port Angeles ESU based on demand and availability
Richland Number of accounts

File Attachments

[AU Rate Comparison 040122a.pdf \(64 KB\)](#)
[Unit Calculation 040122.pdf \(66 KB\)](#)

5. Closing Items.

Subject :	5.01 Good of the Order?
Meeting :	Apr 5, 2022 - Electronic City Council Workshop
Category :	5. Closing Items.
Access :	Public
Type :	Discussion, Information
Subject :	5.02 Adjournment
Meeting :	Apr 5, 2022 - Electronic City Council Workshop
Category :	5. Closing Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to adjourn the meeting



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

J-U-B Project No.: 30-22-027
J-U-B Project Manager: AJF

This Agreement entered into and effective this 12th day of April 2022, between City of College Place, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Commission a Feasibility Study to evaluate regional wastewater alternatives hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

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

CLIENT INFORMATION AND RESPONSIBILITIES

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

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

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

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

PROJECT REPRESENTATIVES

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

For the CLIENT:

1. Name	<u>Robert McAndrews</u>	Work telephone	<u></u>
Address	<u>625 South College Avenue</u>	Home/cell phone	<u>509-394-8526</u>
	<u>College Place, WA</u>	FAX telephone	<u></u>
	<u>99324</u>	E-mail address	<u>rmcandrews@cpwa.us</u>

For J-U-B:

1. Name	<u>Alex Fazzari</u>	Work telephone	<u>509-783-2144</u>
Address	<u>3611 South ZIntel Way</u>	Cell phone	<u>509-947-3004</u>
	<u>Kennewick, WA</u>	FAX telephone	<u></u>
	<u>99337</u>	E-mail address	<u>afazzari@jub.com</u>

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

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

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

SCHEDULE OF SERVICES TO BE PERFORMED

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

BASIS OF FEE

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

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

File Folder Title: _____

Remarks: _____

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

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

CLIENT:
City of College Place

NAME
625 South College Avenue

STREET
College Place, WA 99324

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

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

STREET
Kennewick, WA 99337

CITY / STATE / ZIP CODE


BY (Signature)

Alex Fazzari, P.E. Area Manager

NAME / TITLE

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

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

REV: 5/20

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

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

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

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

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

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

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

REUSE OF DOCUMENTS

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

NOTE on Coronavirus: The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

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

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

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

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

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

TIMES OF PAYMENTS

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

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

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

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

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

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

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

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

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

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

RIGHT OF ENTRY

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

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors,

consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

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

LEGAL FEES

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

SURVIVAL

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

EXTENT OF AGREEMENT

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

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

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

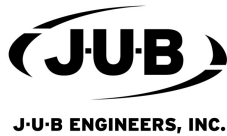
SUCCESSORS AND ASSIGNS

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

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

CONTROLLING LAW, JURISDICTION, AND VENUE

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



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

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

PROJECT NAME: Walla Walla Valley Regional Wastewater Feasibility Study

CLIENT: City of College Place

J-U-B PROJECT NUMBER: 30-22-027

ATTACHMENT TO:

☒ **AGREEMENT DATED: 4/12/2022**

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

PART 1 - PROJECT UNDERSTANDING

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

The City of College Place, City of Walla Walla, and Port of Walla Walla are interested in investigating regional solutions to wastewater issues that each entity is facing. College Place is considering expensive upgrades to their Wastewater Treatment Plant (WWTP) as required by a compliance schedule. Walla Walla has several planned replacement projects at their WWTP and the Port is experiencing difficulties managing strong waste from the many industrial tenants at the airport business park. They have decided to commission a Feasibility Study which will evaluate a regional solution – namely, pumping sewage from College Place to Walla Walla as well as investigation of options for dealing with industrial wastewater from the Airport Industrial Area. J-U-B Engineers, Inc. was selected to complete the Study based upon familiarity and ongoing work with the Wastewater Treatment Plants at both College Place and Walla Walla.

PART 2 - SCOPE OF SERVICES BY J-U-B

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

A. Task 1: Project Management

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

B. Task 2: QC Reviews

1. Conduct internal reviews at appropriate phases for quality control and assurance.

C. Task 3: Meetings

1. For this task, J-U-B will:
 - a. Plan for and facilitate meetings to discuss Client comments on draft deliverables. It is anticipated that individual meetings will be held with College Place, Walla Walla, and the Port and then one combined meeting with representatives from all entities.
 - b. Assumptions:
 - i. Up to four meetings.
 - c. Deliverables:
 - i. Meeting agendas and notes.

D. Task 4: Feasibility Study

1. For this task, J-U-B will:
 - a. Develop a Feasibility Study document that follows the general outline as described in the Subtasks below.
 - b. Assumptions:
 - i. No hard copy deliverables will be provided. All deliverables will be in digital PDF format.
 - ii. Each entity will review draft documents, compile all comments from different reviewers into a single "comment document" and return to J-U-B.
 - c. Deliverables:
 - i. Draft Feasibility Study Report for Client review and comment.
 - ii. Final Feasibility Study Report.
2. Subtask 1: Introduction
 - a. Description of purpose and need for Study. Summary of current issues facing College Place, Walla Walla, and Port of Walla Walla. Description of potential regional solutions.
3. Subtask 2: Water Rights Impairment Summary
 - a. Brief description of water rights impairment issues and how they limit options for regional solutions.
4. Subtask 3: College Place WWTP Equalization and Pump Station
 - a. Evaluation of utilizing the influent screens and Sequencing Biological Reactors (SBRs) at the College Place Wastewater Treatment Plant (WWTP) for daytime storage and then nighttime (off-peak) pumping of sewage to the Walla Walla WWTP for treatment and disposal. Preliminary site plan for proposed lift station and conceptual routing for forcemain will be identified. Identification of which facilities at the College Place WWTP could be abandoned.
5. Subtask 4: Walla Walla WWTP Improvements Schedule
 - a. Evaluation of impacts that pumped College Place sewage would have on the Walla Walla WWTP. Summary of planned Capital Improvement Plan projects at the Walla Walla WWTP and the effect that the additional sewage will have on the timing of the already planned improvements.
6. Subtask 5: Port of Walla Walla Strong Waste Management Options
 - a. Evaluate historical flow and load data provided by the Port for the Airport industrial area. Evaluate up to three alternatives which may include:

- i. Turning over authorization to City of Walla Walla to manage pre-treatment requirements. Identification of pre-treatment options and/or Best Management Practices for those industrial users that meet the City of Walla Walla's criteria of significant users.
 - ii. Construction of a facility to store wastewater and then release during off-peak (nighttime).
 - iii. Constructing a new industrial sewer collection system to separate industrial sewage from sanitary sewage. Constructing a new industrial WWTP to treat and dispose of the industrial wastewater.
- 7. Subtask 6: Cost Opinions
 - a. Prepare opinions of probable cost for proposed projects. These will be planning level cost opinions in accordance with AACE Class 5 opinions of probable cost.
- 8. Subtask 7: Regionalization Issues
 - a. Summarize some of the regionalization issues that the City of Walla, City of College Place, and Port of Walla Walla should further investigate such as: agreements, capacity allocation, connection fees, user rates, formation of a regional sewer district.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - 1. Review draft deliverables and compile comments.
 - 2. Participate in workshop meetings.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1. Water rights impairment study. The existing study included in the College Place Facility Plan will be referenced.
 - 2. Analysis of connection fees and rates.
 - 3. Public meetings and/or presentations to utility committees or City Councils.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - 1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 - 2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
1	Project Management	Time and Materials (Estimated Amount Shown)	\$8,000	Concurrent with work progress
2	QC Reviews	Time and Materials (Estimated Amount Shown)	\$7,000	Concurrent with work progress
3	Meetings	Time and Materials (Estimated Amount Shown)	\$10,000	Concurrent with work progress
4	Feasibility Study	Time and Materials (Estimated Amount Shown)	\$75,000	Draft for CLIENT review 5 months after executed contract, notice to proceed, and receipt of all required data
Total:			\$100,000	

Exhibit(s):

- None.

For internal J-U-B use only:

PROJECT LOCATION (STATE): WA

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Wastewater Treatment (S04-T)
2. Municipal/Utility Engineering (203)

City of College Place, Washington
RESOLUTION NO. 22-XXX

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING AUTHORIZING J-U-B ENGINEERS TO CONDUCT A FEASIBILITY STUDY TO EVALUATE REGIONAL WASTEWATER ALTERNATIVES.

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

Whereas, the City of College Place operates a Wastewater Treatment Plant and collection system under Federal/State NPDES Permit #WA0020656; and

Whereas, the City is under a mandate from the State Department of Ecology to conduct Phase 1 improvements at the Wastewater Treatment Plant to the tune of \$26 million dollars in 2023; and

Whereas, the financing provided by so Federal and State partners provides some relief but is still well outside of financing allowed for in the existing wastewater utility rate structure; and

Whereas, in discussions with the State Department of Ecology, 16th District Legislators, the Port of Walla Walla, and the City of Walla Walla one way to yield efficiencies for this and an upcoming City of Walla Walla project is regionalization; and

Whereas, regionalization needs to be fully vetted to determine if it is an option due to cost, potential impairment on downstream water rights of other users, and general operations; and

Whereas, the study needs to be completed by October so the College Place City Council has the information needed to determine if it is more cost effective to participate in a potential regional system or just solely upgrade the existing wastewater treatment plant; and

Whereas, the City has room left over in a State Department of Ecology financing award that is a loan with 50% principal forgiveness; and

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

1. Authorizes the City Administrator to sign the scope of work with J-U-B Engineers for a Feasibility Study to evaluate regional wastewater alternatives.

2. Authorizes finance staff to pay for this study out of remaining funds from State Department of Ecology Wastewater Treatment Plant Design Loan of \$100,000. The final financing of this study will be \$50,000 forgivable loan from the State Department of Ecology, \$16,667 from the Port of Walla Walla, \$16,667 from the City of Walla Walla, and \$16,667 from the City of College Place through the Ecology Loan.

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

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

PASSED by the City Council of the City of College Place, Washington, this ____ day of _____, 2022.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

City of College Place Job Description

TITLE: Parks Worker II

REPORTS TO: [Public Works](#)

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Position Summary:

This position performs routine maintenance and operation functions within the City's park system.

SUPERVISION RECEIVED:

Serves under the direction of the [Public Works Foreman/Operations Manager](#).

SUPERVISION EXERCISED:

~~None~~

ESSENTIAL FUNCTIONS

Depending upon assignment, the incumbent may perform a combination of some or all of the following duties, which are a representative sample of the level of work appropriate to this class.

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- ~~Employees of the City of College Place are expected to model and foster the City's core values: Open and Honest, Cooperation, Respect, Service, & Diversity.~~

~~1. Perform routine vehicle and equipment inspections.~~

~~2. Mowing, tree trimming, and edging.~~

~~3. Tree trimming.~~

~~4. Operate both CDL and non-CDL required vehicles.~~

~~5. Keep accurate maintenance records.~~

~~6. Work with concrete/cement.~~

~~6. Facility maintenance/repairs, including but not limited to carpentry, electrical, plumbing, and mechanical repairs and maintenance.~~

~~7. Use of power tools and hand tools.~~

~~8. Painting.~~

~~9. Bathroom/Restroom maintenance.~~

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- ~~10.~~● Maintain and repair irrigation systems.
- ~~11.~~● Snow & ice control at various parks and other City facilities as well as City streets and sidewalks.
- ~~12.~~● Weed control and herbicide application.
- ~~13.~~● Respond to emergencies.

MINIMUM QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- ~~1.~~● Basic 1st-aid & CPR certificate or ability to obtain within 6 months.
- High School Diploma or GED equivalent.
- ~~2.~~● Bachelor's Degree in arboriculture, landscape architecture, forestry, turf management, or other related field is desired.

KNOWLEDGE REQUIRED:

- City organization, operations, policies and objectives.
- Knowledge of and skill in principles of turf management.
- Knowledge and ability to install, maintain, and repair irrigation systems.
- ~~1.~~● Basic Facility maintenance practices and principles, including but not limited to knowledge of carpentry, electrical, plumbing, and mechanical.

SKILLS/ABILITIES REQUIRED

- ~~1.~~● Work alone and with crew.
- ~~2.~~● ~~Follow oral and written communication skills~~ Ability to communicate, both orally and in writing.
- ~~3.~~● Read and communicate in English.
- ~~4.~~● Physical ability to perform the essential job functions.
- ~~5.~~● Ability to follow a schedule, work within set timeframes, and meet timelines and schedules/deadlines.
- ~~6.~~● Safety compliance is a condition of employment.

WORKING CONDITIONS:

- Work is performed in a variety of environments.
- ~~1.~~● Frequently works near moving, mechanical parts.
- ~~2.~~● Frequently works sing in an environment around of fumes and airborne particles.
- ~~3.~~● Frequently works in an environment that is loud.
- ~~4.~~● Will work in all climates and various weather conditions.
- ~~5.~~● Frequently required to stoop, kneel, crouch, or crawl.
- ~~6.~~● Must be able to walk, climb on ladders, ~~reach and~~ reach with hands and arms.
- ~~7.~~● Must be able to use hands to finger, handle, or feel objects, tools, or controls.
- ~~8.~~● Occasionally work is performed at high elevations, in trenches, and confined spaces.
- ~~9.~~● Ability to perform heavy labor is required. This position frequently requires lifting 50 pounds and, occasionally, 75 to 100+ pounds.

LICENSE & OTHER REQUIREMENTS:

- Valid State of Washington or Oregon driver's license with Class A CDL endorsement with tank and trailer endorsements and the use of air brakes allowed.
- ~~Washington State Department of Agriculture (WSDA) Pesticide/Herbicide Applicator License, or ability to obtain within 6 months.~~

Classification History

Created: 11/1/2017

Updated: 3/2022

FLSA: Non-Exempt, Union

<u>Mike Rizzitiello, City Administrator</u>	<u>Date</u>
<u>Mayor</u>	<u>Date</u>
<u>Employee</u>	<u>Date</u>

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City of College Place

Job Description

TITLE: Parks Worker III

REPORTS TO: Operations Manager

Position Summary:

This position performs routine maintenance and operation functions within the City's park system.

SUPERVISION RECEIVED:

Serves under the direction of the Operations Manager.

SUPERVISION EXERCISED:

None

ESSENTIAL FUNCTIONS

Depending upon assignment, the incumbent may perform a combination of some or all of the following duties, which are a representative sample of the level of work appropriate to this class.

- Employees of the City of College Place are expected to model and foster the City's core values: **Open and Honest, Cooperation, Respect, Service, & Diversity.**
- Perform routine vehicle and equipment inspections.
- Mowing, trimming, and edging.
- Tree trimming.
- Operate both CDL and non-CDL vehicles.
- Keep accurate maintenance records.
- Work with concrete/cement.
- Facility maintenance, including but not limited to carpentry, electrical, plumbing, and mechanical repairs and maintenance.
- Use of power tools and hand tools.
- Painting.
- Restroom maintenance.
- Maintain and repair irrigation systems.
- Snow & ice control at various parks and other City facilities as well as City streets and sidewalks.
- Weed control and herbicide application.
- Respond to emergencies.

MINIMUM QUALIFICATIONS:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Basic 1st-aid & CPR certificate or ability to obtain within 6 months.

- High School Diploma or GED equivalent.
- Minimum two (2) years' experience in parks maintenance or related field.
- Bachelor's Degree in arboriculture, landscape architecture, forestry, turf management, or other related field is desired.

KNOWLEDGE REQUIRED:

- City organization, operations, policies and objectives.
- Knowledge of and skill in principles of turf management.
- Knowledge and ability to install, maintain, and repair irrigation systems.
- Basic Facility maintenance practices and principles, including but not limited to knowledge of carpentry, electrical, plumbing, and mechanical.

SKILLS/ABILITIES REQUIRED

- Work alone and with crew.
- Ability to communicate, both orally and in writing.
- Read and communicate in English.
- Physical ability to perform the essential job functions.
- Ability to follow a schedule, work within set timeframes, and meet deadlines.
- Safety compliance is a condition of employment.

WORKING CONDITIONS:

- Work is performed in a variety of environments.
- Frequently works near moving, mechanical parts.
- Frequently works around fumes and airborne particles.
- Frequently works in an environment that is loud.
- Will work in all climates and various weather conditions.
- Frequently required to stoop, kneel, crouch, or crawl.
- Must be able to walk, climb on ladders, and reach with hands and arms.
- Must be able to use hands to finger, handle, or feel objects, tools, or controls.
- Occasionally work is performed at high elevations, in trenches, and confined spaces.
- Ability to perform heavy labor is required. This position frequently requires lifting 50 pounds and, occasionally, 75 to 100+ pounds.

LICENSE & OTHER REQUIREMENTS:

- Valid State of Washington or Oregon driver's license with Class A CDL endorsement with tank and trailer endorsements and the use of air brakes allowed.
- Washington State Department of Agriculture (WSDA) Pesticide/Herbicide Applicator License with Aquatic, Ornamental Weed, and Rights-of-Way Weed endorsements.
- ISA Arborist Certification is desired

Classification History

Created: 3/28/2022
FLSA: Non-Exempt, Union

_____ Mike Rizzitiello, City Administrator	_____ Date
_____ Mayor	_____ Date
_____ Employee	_____ Date

City of College Place, Washington

ORDINANCE NO. 22-002

AN ORDINANCE REPEALING ORDINANCE NO. 22-~~001-002~~ AND ADOPTING SALARIES AND COMPENSATION FOR THE MAYOR, CITY COUNCIL, APPOINTED OFFICERS, AND EMPLOYEES OF THE CITY OF COLLEGE PLACE AND FIXING THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED by the City Council of the City of College Place, Washington, that;

Section 1. The salaries and wages of the various appointive officers and employees are fixed as set out in this ordinance. The salaries and wages as set out herein shall be effective from and after ~~January~~ May 1, 2022 for all officers and employees. These salaries shall remain in effect until changed by the City Council by a duly enacted ordinance. All salaries and wages are stated at the rate per month except where otherwise indicated. Unless otherwise shown, the positions have been approved with a five-step salary scale.

Position Title	Salary Range				
TITLE	STEP 1	STEP II	STEP III	STEP IV	STEP V
Section 2. NON-UNION, EXEMPT					
City Administrator	11,355				
Police Chief	10,174				
City Attorney	10,166				
Public Works Director	8,907	9,174	9,449	9,732	10,025
Engineer	8,171	8,416	8,668	8,928	9,196
Finance Director	7,911	8,148	8,393	8,645	8,904
Community Development Director	7,683	7,913	8,150	8,395	8,647
Fire Chief	7,457	7,681	7,911	8,148	8,392
Police Lieutenant	7,537	7,763	7,996	8,236	8,483
Building Official	6,710	6,911	7,118	7,332	7,552
Engineering Division Manager	5,896	6,072	6,254	6,442	6,635
City Clerk	5,718	5,889	6,066	6,248	6,435
HR Manager	5,718	5,889	6,066	6,248	6,435
Deputy Finance Director/HR Assistant	4,942	5,091	5,244	5,401	5,563
Section 3. NON-UNION, NON EXEMPT					
Police Sergeant	6,812	7,017	7,227	7,445	7,668
Operations Manager	5,621	5,789	5,963	6,142	6,326
Building Inspector	5,551	5,718	5,889	6,066	6,248
Chief Clerk - Police Department	4,128	4,252	4,379	4,511	4,646
Section 4. PUBLIC EMPLOYEE UNION					
Public Works Foreman	4,910	5,057	5,209	5,365	5,526
Water Utility III	4,615	4,753	4,896	5,043	5,194
Fleet Maintenance Manager	4,603	4,741	4,883	5,030	5,181
Water Quality Operator	4,603	4,741	4,883	5,030	5,181
Public Works Inspector	4,593	4,731	4,873	5,019	5,170
Stormwater Engineering Tech	4,590	4,728	4,870	5,016	5,166
Mechanic II	4,182	4,307	4,436	4,570	4,707
Accounting Clerk III	4,182	4,307	4,436	4,570	4,707
Deputy City Clerk/Events Coordinator	4,182	4,307	4,436	4,570	4,707

Section 4. PUBLIC EMPLOYEE UNION – Cont.

Water Utility II	4,157	4,282	4,410	4,543	4,679
Special Enforcement Officer	4,146	4,270	4,398	4,530	4,666
Street Worker III - Applicator	4,134	4,258	4,385	4,517	4,653
<u>Parks Worker III</u>	<u>4,134</u>	<u>4,258</u>	<u>4,385</u>	<u>4,517</u>	<u>4,653</u>
Street Worker II	3,816	3,931	4,049	4,170	4,295
Parks Worker II	3,816	3,931	4,049	4,170	4,295
Stormwater Worker II	3,816	3,931	4,049	4,170	4,295
Mechanic I	3,816	3,931	4,049	4,170	4,295
Water Utility I	3,751	3,864	3,979	4,099	4,222
Accounting Clerk II	3,751	3,864	3,979	4,099	4,222
Records Clerk	3,751	3,864	3,979	4,099	4,222
Administrative Assistant I	3,751	3,864	3,979	4,099	4,222
Street Worker I	3,668	3,778	3,891	4,008	4,128
Accounting Clerk I	3,393	3,495	3,599	3,707	3,819

Section 5. POLICE UNION

Probationary (starting pay without state certification) *5043*

Detective	6,054	6,236	6,424	6,616	6,815
Police Officer	5,874	6,049	6,231	6,418	6,611

Section 6. FIRE FIGHTER UNION

Firefighter	5,275	5,433	5,596	5,764	5,937
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Section 7. MISCELLANEOUS

Reserve Officer / per hour	15.00	
Part-time Police Records Clerk / per hour	21.59	Maximum 16 hours/week
Laborer / per hour		Minimum Wage to \$18.00 per hour
Intern / Work Study Program		Negotiated by Administration
Hiring Bonus	Up to \$5,000.00 per hire to be negotiated by Administration	

Section 8. 2.08.060 Compensation of Mayor. The Mayor shall be paid the sum of one thousand five hundred dollars per month and in addition receive reimbursement for actual expenses incurred in the discharge of his official duties upon presentation of claim for such expenses and approval by members of the City Council. The City Council will provide, by appropriate resolution from time to time, additional necessary supportive expenses for the carrying out of the necessary functions of the Mayor and his/her office.

Section 9. 2.08.070 Compensation of Council. Each member of the Council of the City, if elected subsequent to the effective date of the ordinance codified in this section, shall receive the sum of three hundred seventy-five dollars per month.

Section 10. Insurance - Non-Union, Exempt employees. As a part of the compensation, the City of College Place will provide the following to full-time Non-Union, Exempt employees: medical, dental, and vision insurance (full family), up to a \$100,000.00 life insurance policy (as offered by vendor), and Long Term Disability Insurance.

Section 11. Insurance - Non-Union, Non-Exempt. As a part of the compensation, the City of College Place will provide the following to full-time Non-Union, Non-Exempt employees: medical, dental, and vision insurance (full family) with an employee contribution of \$40.00/month, up to a \$100,000.00 life insurance policy (as offered by vendor), and Long Term Disability Insurance.

Section 12. Additional Compensation. Occasionally, the Fire Chief may work as part of a Washington State Incident

Management Team involved in fighting fires, wildfires, or other disaster. The City will pay the Fire Chief for work outside of his normal work hours while deployed at 1.5 times his regular rate of pay. The City will subsequently be reimbursed by the agency utilizing his services for the amount of wages and benefits expended.

Section 13. Paid family and Medical Leave Act. The City will contribute the employer portion of the premium and the employee will contribute the employee portion of the premium.

Section 14. Ordinance No. 22-~~001~~-002 is hereby repealed.

Section 15: Clerical Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 16: Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 17: Effective Date. This ordinance shall be effective ~~January~~ May 1, 2022 upon its passage and publication as required by law.

PASSED by the City Council of the City of College Place, Washington, this ~~22nd~~-12nd day of ~~February~~ April, 2022.

Norma L. Hernández, Mayor

Attest:

Approved as to form:

Lisa R. Neissl, City Clerk

Rea Culwell, City Attorney



ERP System Replacement

ERP System

Enterprise resource planning (ERP) software is a set of applications that automate finance and human resources departments as well as handle jobs such as order processing and production scheduling. ERP vendors have expanded into applications such as supply-chain management, customer relationship management, and industry verticals.

Characteristics of an ERP System

- Includes business management software that enables finance and human resources in a completely integrated fashion
- Enables high levels of integration across business functions and units
- Provides for widespread sharing of data from a single information repository
- Drives extensive business transformation and change management efforts
- Requires high levels of implementation effort and support

Current Systems

Current Software	Current Function
Azavar	Utility and Sales tax auditing
Springbrook	Financials/Payroll/Utility Billing/Community Development
Document Locator	Document AP workflow/Electronic AP Documents
iWorq	Asset Management
NEOGOV	HR – Recruiting, hiring, electronic documents, and employee management
Xpress	Online Bill Pay
Questica	Budgeting

ERP Implementation Benefits

- Streamlines or eliminates inefficient manual processes
- Eliminates disparate stand-alone systems
- Provides integrated, enterprise-wide common tools, processes and systems
- Establishes a backbone structure that can be leveraged to handle all operational processes
- Integrates and increases control of budgeting, planning and financial management processes
- Provides enterprise-wide reporting and decision support
- Presents opportunity to lever vendors' future investment in enhanced functionality
- Incorporates new functionality and technology – Citizen online access for Community Development

ERP Systems Integrator Considerations

- Successful government ERP implementation track record
- Established relationships and implementation practices with major gov't ERP software vendors
- Full range of ERP implementation skills from software selection to post-production support
- Use of structured ERP implementation methodology and project management tools and techniques
- Ability to address unique government environment; e.g., Cash Basis Bars

Reasons for Change

- Current Software systems are not integrated; e.g. Budgeting.
- Springbrook currently does not have a custom reporting tool.
- Springbrook does not allow data input from third party software, e.g. Questica budget, therefore data has to be re-entered, and Document Locator for attaching electronic forms.
- Springbrook does not easily allow for setup changes and customizations.
- Springbrook will discontinue premises installations in the near future.
- Current Community Development software is antiquated and does not offer any workflow or online processes.
- Currently we do not have Contract/Grant tracking software.
- Payroll and HR not integrated, therefore we utilize NEOGOV third party software.
- Utilize a fully integrated system, thereby eliminating individual licensing costs.

ERP Selection Criteria

ERP Selection Criteria						
	Description	Details	Tyler Tech	Opengov	Springbrook - Cirrus	Springbrook - Current (Cloud)
1	Functionality and ease of use	- Does the system meet the required functionalities? - Does the system provide process automation? - Is the system user friendly? - Does the system integrate with other software?	35	30	24	18
2	Vendor Viability	- How long has the company been in the market? - How long has the product been on the market? - Is the product scalable?	34	29	27	26
3	Technology	- Is the product customizable or can it be integrated? - Does the software meet the technical needs of the City? - Is the system being updated regularly?	33	30	25	18
4	Cost	- Basic information. - Split between deployment and yearly subscription fees.	27	14	27	31
5	Support and Training	- Levels of support available.	32	30	31	32
6	Industry Expertise	- How long has vendor worked in the field? - Has the vendor worked in Washington State?	35	29	29	34
7	Regional Consistency in Community Development	- Compared to Walla Walla and Tri-Cities.	35	11	11	11

System Cost

Pricing	Tyler Tech	OpenGov	Springbrook Cirrus	Springbrook - Current
Deployment	\$ 164,470	\$ 300,000	\$ 150,000	\$ 7,000
Yearly Subscription	\$ 59,567	\$ 130,000	\$ 62,668	\$ 89,675
Yearly Term - Yrs	3	5	3	1
First Year Cost	\$ 224,037	\$ 430,000	\$ 212,668	\$ 96,675
Current Software to be eliminated				
Azavar	\$ 500			
Springbrook	\$ 12,900			
Document Locator	\$ 4,000			
IWORQ	\$ 10,500			
NEOGOV	\$ 9,187			
Xpress	\$ 11,000			
Questica	\$ 12,000			
	\$ 60,087			

Next Steps

- Council Action – April 12th
- Contract with selected software vendor
- Develop implementation plan
- Go Live – January 1st 2023 for core financials
- Go Live – April 1 2023 for Community Development

Questions?

Customer Category						Rate Options												
						1			2			3				4		
						Option 1 - Demand/Availability based on ERU Square Footage			Option 2 - Average ERU - based on ERU Square Footage			Option 3 - based on the number of utility accounts				Option 4 - High Cap Rate - Then allocate based on Option 2 method		
Description	Comments	Building Square Ft	Units	ERU	Monthly Rate/ERU	Monthly Charge	Yearly Charge	Monthly Rate/ERU	Monthly Charge	Yearly Charge	Monthly Rate	# of Accounts	Monthly Charge	Yearly Charge	Monthly Rate/ERU	Monthly Charge	Yearly Charge	
Average SFR Square Footage					1985													
Single Family			Various	1	6.84	6.84	82.08	7.74	7.74	92.88	13.32	1	13.32	159.84	7.97	7.97	95.64	
Multi Family	College Place 17 Associates		20,489	17	10	8.17	81.70	980.40	7.74	77.40	928.80	13.32	18	239.76	2,877.12	7.97	79.70	956.40
	Mama's Apartments		8,622	4		8.17	32.68	392.16	7.74	30.96	371.52	13.32	3	39.96	479.52	7.97	31.88	382.56
	Tower view Apartments		7,988	4		8.17	32.68	392.16	7.74	30.96	371.52	13.32	1	13.32	159.84	7.97	31.88	382.56
	Village of Garrison Creek			151	151	8.17	1,233.67	14,804.04	7.74	1,168.74	14,024.88	13.32	4	53.28	639.36	7.97	1,203.47	6,000.00
Nursing Homes	Eagle Springs	50% Medicare Beds	24,424	12	6	56.02	336.12	4,033.44	7.74	46.44	557.28	13.32	1	13.32	159.84	7.97	47.82	573.84
	Regency	50% Medicare Beds	53,838	27	15	56.02	840.30	10,083.60	7.74	116.10	1,393.20	13.32	2	26.64	319.68	7.97	119.55	1,434.60
	Brookdale	50% Medicare Beds	67,819	34	17	56.02	952.34	11,428.08	7.74	131.58	1,578.96	13.32	2	26.64	319.68	7.97	135.49	1,625.88
	Way Point	All Medicaid Beds	-	0	0	56.02	-	-	7.74	-	-	13.32	1	13.32		7.97	-	-
Commercial	Community Bank		21,600		11	7.64	84.04	1,008.48	7.74	85.14	1,021.68	13.32	1	13.32	159.84	7.97	87.67	1,052.04
	Hapo Credit Union		38,258		19	7.64	145.16	1,741.92	7.74	147.06	1,764.72	13.32	1	13.32	159.84	7.97	151.43	1,817.16
	Walmart		205,690		104	7.64	794.56	9,534.72	7.74	804.96	9,659.52	13.32	2	26.64	319.68	7.97	828.88	6,000.00
Schools	WWVA		80,188		40	7.27	290.80	3,489.60	7.74	309.60	3,715.20	13.32	1	13.32	159.84	7.97	318.80	3,825.60
	Rodgers		58,710		30	7.27	218.10	2,617.20	7.74	232.20	2,786.40	13.32	1	13.32	159.84	7.97	239.10	2,869.20
	School District 250	All 3 public schools	223,093		112	7.27	814.24	9,770.88	7.74	866.88	10,402.56	13.32	4	53.28	639.36	7.97	892.64	6,000.00
Churches	First Presbyterian Church		10,078		5	7.27	36.35	436.20	7.74	38.70	464.40	13.32	1	13.32	159.84	7.97	39.85	478.20
	Sunbridge		33,834		17	7.27	123.59	1,483.08	7.74	131.58	1,578.96	13.32	1	13.32	159.84	7.97	135.49	1,625.88
	Village SDA Church		36,973		19	7.27	138.13	1,657.56	7.74	147.06	1,764.72	13.32	3	39.96	479.52	7.97	151.43	1,817.16
Colleges	Walla Walla University		482,246		243	7.27	1,766.61	21,199.32	7.74	1,880.82	22,569.84	13.32	134	1,784.88	21,418.56	7.97	1,936.71	6,000.00
Public	City of College Place		56,315		28	7.27	203.56	2,442.72	7.74	216.72	2,600.64	13.32	38	506.16	6,073.92	7.97	223.16	2,677.92
	City of Walla Walla		18,796		9	7.27	65.43	785.16	7.74	69.66	835.92	13.32	6	79.92	959.04	7.97	71.73	860.76

City of College Place - Ambulance Utility - Unit Charge

Rate Options

Phased Billing Approach per Unit per

Rate based on Demand/Availability Count												Jul-22	Jan-23	Jan-24
		Demand			Availability			Total				33.3%	66.7%	100%
		Incident Count	Percentage Allocation	Demand Charge	ERU	Percentage Allocation	Availability Change	Total Charge	ERU	Yearly Cost	Monthly Cost/ERU			
Customer Categories														
Single Family	S	84	5.9%	\$ 4,114.77	2,476	46.3%	\$ 199,191.77	\$ 203,306.53	\$ 2,476	\$ 82.11	\$ 6.84	\$ 2.28	\$ 4.56	\$ 6.84
Multi Family	M	762	53.3%	\$ 37,326.80	2,125	39.8%	\$ 170,954.16	\$ 208,280.96	\$ 2,125	\$ 98.01	\$ 8.17	\$ 2.72	\$ 5.45	\$ 8.17
Nursing Home	N	447	31.3%	\$ 21,896.43	37	0.7%	\$ 2,976.61	\$ 24,873.04	\$ 37	\$ 672.24	\$ 56.02	\$ 18.67	\$ 37.35	\$ 56.02
Commercial	C	97	6.8%	\$ 4,751.57	425	8.0%	\$ 34,190.83	\$ 38,942.41	\$ 425	\$ 91.63	\$ 7.64	\$ 2.55	\$ 5.09	\$ 7.64
Hotels/Motels	H	-	0.0%	\$ -	-	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Public/College/Schools	P	39	2.7%	\$ 1,910.43	282	5.3%	\$ 22,686.62	\$ 24,597.05	\$ 282	\$ 87.22	\$ 7.27	\$ 2.42	\$ 4.85	\$ 7.27
Total		1,429	100.0%	\$ 70,000.00	5,345	100.0%	\$ 430,000.00	\$ 500,000.00	\$ 5,345	\$ 93.55	\$ 7.80			
Incident Deficit		\$ 70,000												
Availability Deficit					\$ 430,000									

2	Rate based in Customer ERU Count				Phased Billing Approach per Unit per Month			
					Jul-22	Jan-23	Jan-24	
	Customer Categories		ERU	Yearly Cost	Monthly Cost/ERU	33.3%	66.7%	100%
	Single Family	S	2,476	\$ 230,026.01				
	Multi Family	M	2,125	\$ 197,417.32				
	Nursing Home	N	74	\$ 6,874.77				
	Commercial	C	425	\$ 39,483.46				
	Hotels/Motels	H	-	\$ -				
	Public/College/Schools	P	282	\$ 26,198.44				
	Total		5,382	\$ 500,000.00				
EMS Deficit		\$ 500,000.00						
Rate per ERU		\$ 92.90		\$ 7.74	\$ 2.58	\$ 5.16	\$ 7.74	

3	Rate based on Current Customer Count			Phased Billing Approach per Unit per Month		
				Jul-22	Jan-23	Jan-24
	Customer Categories	Monthly Per Accounts	Cost/Account	33.3%	66.7%	100%
	Total	3,127				
	EMS Deficit	\$ 500,000.00				
	Rate per Customer	\$ 159.90	\$ 13.32	\$ 4.44	\$ 8.88	\$ 13.32

4	Based on Cap Rate of \$6,000 then allocate the remainder								Phased Billing Approach per Unit per			
									Jul-22	Jan-23	Jan-24	
	Customer Categories		ERU	Yearly Cost	Max/Deduct	Balance to allocate	Adjusted ERU's	ERU's	Monthly Cost/ERU	33.3%	66.7%	100%
	Single Family	S	2,476	\$ 230,026.01		\$ 230,026.01		2,476				
	Multi Family	M	2,125	\$ 197,417.32	8,025.00	\$ 189,392.32	151	1,974				
	Nursing Home	N	74	\$ 6,874.77	-	\$ 6,874.77		74				
	Commercial	C	425	\$ 39,483.46	3,659.52	\$ 35,823.94	104	321				
	Hotels/Motels	H	-	\$ -		\$ -		-				
	Public/College/Schools	P	282	\$ 26,198.44	20,973.00	\$ 5,225.44	243	39				
	Total		5,382	\$ 500,000.00	\$ 32,657.52	\$ 467,342.48	498	4,884				
	EMS Deficit		\$ 500,000.00									
	Rate per ERU		\$ 92.90							\$ 7.97	\$ 2.66	\$ 5.32