

Tuesday, February 7, 2023  
City Council Workshop - Hybrid (In-Person & Electronic)

5:30 P.M.

City Council Workshop - Hybrid (In-Person & Electronic)

In-Person at the College Place Fire Department, 629 S College Avenue, College Place Washington

Workshop may be viewed at: Live Stream on City of College Place, Washington YouTube at [https://www.youtube.com/channel/UCbx3qrqzLDL\\_05NusReSI-g/featured](https://www.youtube.com/channel/UCbx3qrqzLDL_05NusReSI-g/featured)

Zoom Attendee Link: <https://us06web.zoom.us/j/89265068317>

Or you may call this number to listen: 1-669-900-9128 ID# 892 6506 8317 Phone controls: \*6 - toggle mute/un-mute and \*9 - raise hand

## 1. Opening Items.

---

|            |                                                                       |
|------------|-----------------------------------------------------------------------|
| Subject :  | 1.01 Call To Order                                                    |
| Meeting :  | Feb 7, 2023 - City Council Workshop - Hybrid (In-Person & Electronic) |
| Category : | 1. Opening Items.                                                     |
| Access :   | Public                                                                |
| Type :     | Procedural                                                            |

## Public Content

Mayor Hernández will call the workshop to order.

|            |                                                                       |
|------------|-----------------------------------------------------------------------|
| Subject :  | 1.02 Roll Call                                                        |
| Meeting :  | Feb 7, 2023 - City Council Workshop - Hybrid (In-Person & Electronic) |
| Category : | 1. Opening Items.                                                     |
| Access :   | Public                                                                |
| Type :     | Procedural                                                            |

## Public Content

Mayor Norma L. Hernández

Paul T. Jessup,

Michael Cleveland,

Tito Espinoza Jr.,

Council Members Loren Peterson,

Melodie Williams,  
Heather Schermann,  
Monica Boyle

Administrator, Mike Rizzitiello;  
City Attorney, Rea Culwell;  
Finance Director, Brian Carleton;  
Public Works Director, Robert McAndrews;  
Staff Police Chief, Troy Tomaras;  
Fire Chief, David Winter;  
Community Development Director, Jon Rickard;  
HR Manager, Shawn Doering;  
City Clerk, Sherri St. Clair

Subject : 1.03 Pledge of Allegiance  
Meeting : Feb 7, 2023 - City Council Workshop - Hybrid (In-Person & Electronic)  
Category : 1. Opening Items.  
Access : Public  
Type : Procedural

## Public Content

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

Subject : 1.04 Public Comment -  
Meeting : Feb 7, 2023 - City Council Workshop - Hybrid (In-Person & Electronic)  
Category : 1. Opening Items.  
Access : Public  
Type : Information

## Public Content



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

Meeting Protocol for Public Comment:

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

- Your Name
- Your Address

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

**Verbal** Public Comments may be made during the meeting:

- In-person at the meeting location - provided at the beginning of each agenda.
- Telephone comment - Call1-669-900-9128, 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 theZoom Attendee link (provided at beginning of agenda) and raise your hand when comments are requested.

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

File Attachments

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

2. Workshop Topics.

|            |                                                                              |
|------------|------------------------------------------------------------------------------|
| Subject :  | 2.01 Draft Tax Increment Financing Study (Stone Creek /Downtown) - Mr. Stowe |
| Meeting :  | Feb 7, 2023 - City Council Workshop - Hybrid (In-Person & Electronic)        |
| Category : | 2. Workshop Topics.                                                          |
| Access :   | Public                                                                       |
| Type :     | Discussion, Information                                                      |

Public Content

Workshop Only - No Action

Historical Perspective:

The City contracted with Mr. Bob Stowe to complete the Tax Increment Financing Study mandated as part of RCW 39.114 for those who wish to create such districts during the October 11th, 2022 City Council meeting.

Information for Consideration:

The purpose of a Tax Increment Financing is its a mechanism to utilize future revenue from development to put in public infrastructure to make it occur. Mr. Stowe will go over the findings thus far. The study needs to be

submitted to the State's Treasurer's Office for the 90 day review to fit cutoff before June 1st. The projects that would be partially covered by this TIF include:

- SW Mojonier Rd Reconstruction (College to Bluvue) - Construction Phase
- East-West Rd from College to Lakeside Property - Engineering and Construction Phase
- Intersection of College Avenue and East-West Rd - Engineering and Construction Phase
- Downtown Parking Lots to Support Businesses - Property Acquisition, Engineering, and Construction Phase

## File Attachments

[GIS\\_EconomicDevelopment\\_TIFDistrict1.pdf \(4,200 KB\)](#)  
[Draft\\_Ord\\_No\\_23-XXX\\_Forming\\_College\\_Place\\_TIA.pdf \(1,049 KB\)](#)  
[College Place Project Analysis Council Meeting.pdf \(5,131 KB\)](#)  
[February 1 2023 COLLEGE PLACE Final Draft Project Analysis.pdf \(11,971 KB\)](#)

|            |                                                                       |
|------------|-----------------------------------------------------------------------|
| Subject :  | 2.02 Walla Walla Valley Blue Zones Presentation - Ms. DeBolt          |
| Meeting :  | Feb 7, 2023 - City Council Workshop - Hybrid (In-Person & Electronic) |
| Category : | 2. Workshop Topics.                                                   |
| Access :   | Public                                                                |
| Type :     | Discussion, Information                                               |

## Public Content

Workshop Only - No Action

### Historical Perspective:

The Walla Walla Valley Blue Zones supported by Adventist Health started in November 2020.

### Information for Consideration:

Mrs. Meghan Debolt will go over the progress made with Walla Walla Valley Blue Zones. The two cities are going for zone certification next Spring. Then the community needs to decide on what Phase II looks like.

## File Attachments

[1 -23 City of CP Council Update.pdf \(2,060 KB\)](#)

|            |                                                                       |
|------------|-----------------------------------------------------------------------|
| Subject :  | 2.03 City Hall Addition - Mr. Rickard                                 |
| Meeting :  | Feb 7, 2023 - City Council Workshop - Hybrid (In-Person & Electronic) |
| Category : | 2. Workshop Topics.                                                   |
| Access :   | Public                                                                |
| Type :     | Discussion, Information                                               |

## Public Content

Workshop Only - No Action

### **Historical Perspective:**

Meier Architecture and Engineering is the design professional on the City Hall Council Room Renovation and AV Design which included a Phase 2 deliverables for the jail cell/sally port remodel and addition for office space and conference room. Addendum 1 to the original agreement was approved by the City Administrator to provide schematics and estimate for a larger addition to the west.

### **Information for Consideration:**

Meier Architecture and Engineering worked with City Staff on a schematic expansion (exhibit 1) of City Hall to the west with an emphasis on providing additional offices, conference rooms, work room, expanded break room, and employee lounge. The schematic expansion also included a design estimate.

The Addendum 2 to Agreement for Services - REV 2 expands the design scope to include additional architectural and engineering design on the Phase 2 scope of work component of the original Agreement for Services Contract between Meier and the City approved in October 2021. Major components (see agreement for complete scope) of the scope includes:

- Convert sally port to Mayor office, Administrator office, and conference room.
- Convert holding cells to new offices.
- Add approximately 2,600 sq. ft. of new office space on the west side of City Hall for a total of 23 offices with a net of 8 new offices.

### **File Attachments**

[1- City Hall -Scheme 3-Rev 2.pdf \(2,398 KB\)](#)  
[2- Schematic Design Estimate REV 3-DRE & ETL.SDE.pdf \(1,685 KB\)](#)  
[3- Meier Addendum 2 Rev 2 City Hall Addition.pdf \(3,959 KB\)](#)  
[4- Meier.P21-0217\\_A-E\\_Agreement.pdf \(6,731 KB\)](#)  
[5-Meier Addendum\\_1-Task-3\\_New\\_Building\\_Addition\\_2022-08-19.pdf \(848 KB\)](#)  
[A1.PDF \(2,180 KB\)](#)

|            |                                                                       |
|------------|-----------------------------------------------------------------------|
| Subject :  | 2.04 Broadband Action Team - Mr. Rizzitiello                          |
| Meeting :  | Feb 7, 2023 - City Council Workshop - Hybrid (In-Person & Electronic) |
| Category : | 2. Workshop Topics.                                                   |
| Access :   | Public                                                                |
| Type :     |                                                                       |

## **Public Content**

Workshop Only - No Action

### **Historical Perspective:**

Through the Bipartisan Infrastructure Bill a historic \$43 billion was put into expanding and improving internet footprint.

### **Information for Consideration:**

This grant money will be going out via a BEAD grant. In order to qualify for the BEAD grant each county has to develop a Broadband Action Team (BAT). This team will identify areas that aren't served (under 25 mbps) or underserved (under 300 mbps) within each county and develop a plan to serve those areas. These teams will have a cross section of private sector, public sector, and citizens and will be supported by Washington State University who through contract with State Department of Commerce is supporting such efforts. The plan will take about four months to complete. Community Council through collaboration with the Port will be shepherding the BAT efforts.

## File Attachments

[2023-FullWorkbook.pdf \(13,333 KB\)](#)

|            |                                                                       |
|------------|-----------------------------------------------------------------------|
| Subject :  | 2.05 FY 2023 Economic Development Fliers - Mr. Rizzitiello            |
| Meeting :  | Feb 7, 2023 - City Council Workshop - Hybrid (In-Person & Electronic) |
| Category : | 2. Workshop Topics.                                                   |
| Access :   | Public                                                                |
| Type :     | Discussion, Information                                               |

## Public Content

Workshop Only - No Action

### **Historical Perspective:**

Every year city staff puts together economic development fliers for the respective business districts with new data published from ESRI Business Analyst Online (BAO)

### **Information for Consideration:**

City staff put together the following documents that once EDTEC and Council approves are then utilized for marketing in economic development efforts locally and at the International Council of Shopping Centers (ICSC) in Las Vegas.

- Available Sites
- Business Flier
- Residential Flier
- Downtown Flier
- Meadowbrook Flier
- Myra Rd Flier

## File Attachments

[EcDev\\_2023\\_Data\\_Downtown\\_Flier.pdf \(449 KB\)](#)

[EcDev\\_2023\\_Data\\_MeadowbrookandStoneCreek.pdf \(488 KB\)](#)

[EcDev\\_2023\\_Data\\_MyraRdFlier.pdf \(443 KB\)](#)

[EconomicDevelopment\\_2023\\_Data\\_Commercial\\_MarketingFlier.pdf \(1,199 KB\)](#)

[EconomicDevelopment\\_2023\\_Data\\_Residential\\_MarketingFlier.pdf \(530 KB\)](#)

[EconomicDevelopment\\_SiteSelection\\_2023\\_AvailablePropertiesSummary.pdf \(4,364 KB\)](#)

|           |                                            |
|-----------|--------------------------------------------|
| Subject : | 2.06 District Court Services - Ms. Culwell |
|-----------|--------------------------------------------|

|            |                                                                       |
|------------|-----------------------------------------------------------------------|
| Meeting :  | Feb 7, 2023 - City Council Workshop - Hybrid (In-Person & Electronic) |
| Category : | 2. Workshop Topics.                                                   |
| Access :   | Public                                                                |
| Type :     | Discussion, Information                                               |

## Public Content

Workshop Only - No Action

### **Historical Perspective:**

In 2013/2014, College Place went from utilizing its own municipal court to contracting with Walla Walla County and the City of Walla Walla for court services.

### **Information for Consideration:**

See memorandum.

### **File Attachments**

[District\\_Court\\_-\\_workshop\\_presentation.docx.pdf \(535 KB\)](#)  
[Expense 2020 - 2022.pdf \(226 KB\)](#)

|            |                                                                                                       |
|------------|-------------------------------------------------------------------------------------------------------|
| Subject :  | 2.07 FY 2023 Legislative Session - Bills to Monitor which tie to Legislative Agenda - Mr. Rizzitiello |
| Meeting :  | Feb 7, 2023 - City Council Workshop - Hybrid (In-Person & Electronic)                                 |
| Category : | 2. Workshop Topics.                                                                                   |
| Access :   | Public                                                                                                |
| Type :     | Discussion, Information                                                                               |

## Public Content

Workshop Only - No Action

### **Historical Perspective:**

The City Council adopted Resolution #22-078 last Fall which encapsulates the State Legislative Agenda.

### **Information for Consideration:**

The State operates on a two year (biennial budget). This year is the longer session in which the two year operating and capital budgets as well as associated policies are negotiated. This is also the first session back in person since COVID-19. As such, a multitude of bills are being heard. Many of which impact our City and have direct tie ins to the adopted Legislative Agenda.

The biggest issue is that in Governor Inslee's budget proposal he has kicked out the engineering/right-of-way monies earmarked in Connecting Washington (2015 package) for US 12 Phase 8 (Nine Mile Hill to Wallula)

out eight to ten years. In Connecting Washington it was slated to start this year which could have served as local match for FEderal grants. It is essential to reach out to Legislators to ensure this project is executed as originally intended in Connecting Washington. The public can now comment on bills either in person, in written testimony, or zoom testimony. Directions are located here: <https://leg.wa.gov/legislature/Pages/Participating.aspx>

## File Attachments

[AWC\\_HotSheet.pdf \(158 KB\)](#)

[AWC\\_HousingPackage.pdf \(326 KB\)](#)

[Good Roads 2023-24 Project Brochure-eVersion.pdf \(1,440 KB\)](#)

[Local Coalition Legislative Priorities 2023- Final Dec 2022.pdf \(321 KB\)](#)

[Res\\_No\\_22-078-2023\\_State\\_&\\_Federal\\_Legislative\\_Agenda\\_2022-10-25-merged.pdf \(1,096 KB\)](#)

|            |                                                                                    |
|------------|------------------------------------------------------------------------------------|
| Subject :  | 2.08 Transfer of Pocketinet Franchise to Lightspeed Internet LLC - Mr. Rizzitiello |
| Meeting :  | Feb 7, 2023 - City Council Workshop - Hybrid (In-Person & Electronic)              |
| Category : | 2. Workshop Topics.                                                                |
| Access :   | Public                                                                             |
| Type :     | Discussion, Information                                                            |

## Public Content

Workshop Only - No Action

### **Historical Perspective:**

Pocketinet has operated a franchise for telecommunications services in the City since May 24th, 2010 via Ordinance #1038. The franchise is set to expire in 2024.

### **Information for Consideration:**

The City received communications to request a transfer of the franchise from Pocketinet to Lightspeed Internet LLC. Lightspeed Internet is a telecommunications company based out of Portland, Oregon. They have requested similar franchise transfers in communities around us since once the Federal regulatory approval is complete, Pocketinet will be a subsidiary of Lightspeed Internet. They plan on making substantial investments to better serve the immediate area.

## File Attachments

[Pocket iNet Franchise - Expires 5-24-2024.pdf \(15,185 KB\)](#)

[0904\\_001.pdf \(180 KB\)](#)

## 3. Closing Items.

---

|            |                                                                       |
|------------|-----------------------------------------------------------------------|
| Subject :  | 3.01 Good of the Order                                                |
| Meeting :  | Feb 7, 2023 - City Council Workshop - Hybrid (In-Person & Electronic) |
| Category : | 3. Closing Items.                                                     |
| Access :   | Public                                                                |

|            |                                                                       |
|------------|-----------------------------------------------------------------------|
| Type :     | Discussion, Information                                               |
| Subject :  | 3.02 Conclusion                                                       |
| Meeting :  | Feb 7, 2023 - City Council Workshop - Hybrid (In-Person & Electronic) |
| Category : | 3. Closing Items.                                                     |
| Access :   | Public                                                                |
| Type :     | Procedural                                                            |

## Public Content

Mayor Hernández will conclude the workshop.

# CITY OF COLLEGE PLACE



## Tax Increment Financing

*In Association with:*



☎ 206.999.1099  
✉ [Bob@stowedes.com](mailto:Bob@stowedes.com) | 🌐 [www.Stowedes.com](http://www.Stowedes.com)  
15117 Main Street, Suite 205 PMB #131  
Mill Creek, WA 98012



# Tax Increment Financing

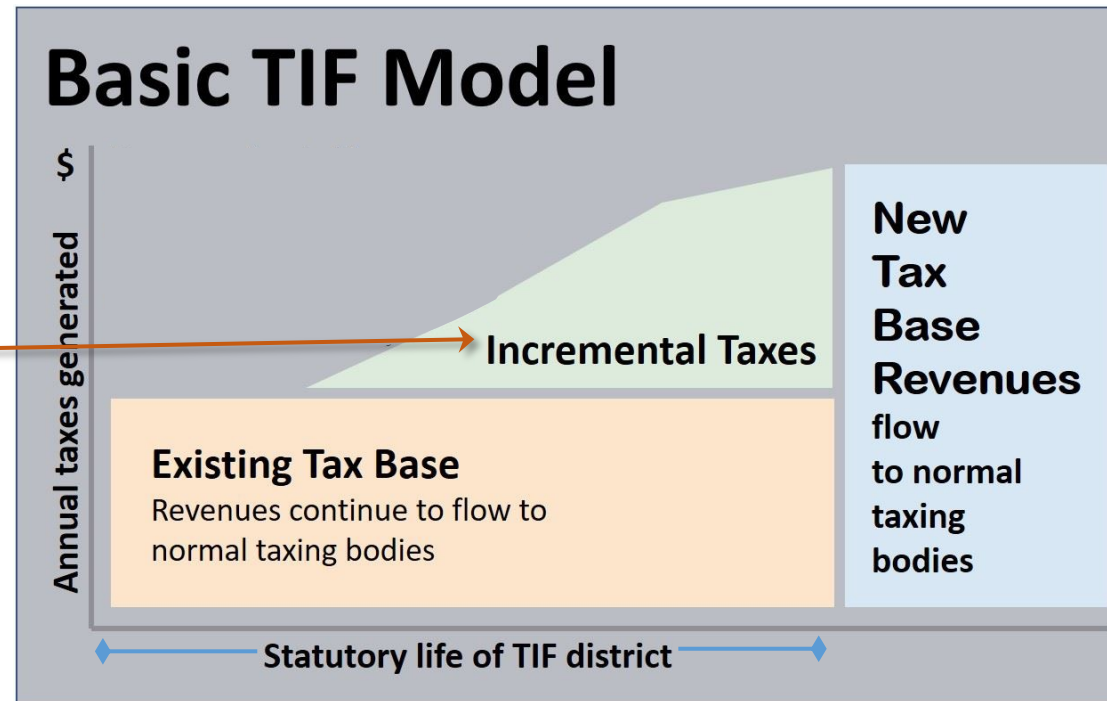
## Model

*Generally, TIF captures property taxes generated from the increased assessed valuation on the site that results from private development following infrastructure investment.*

*Washington State TIF law excludes State property tax and voter approved school levies.*

Revenues from **REGULAR** property taxes assessed against the **Increment Value** only, are captured:

- ✓ To pay “public improvement costs”
- ✓ To **repay bonds** issued for “public improvements”



# Overview of Tax Increment Financing

## SUMMARY

- Available to cities, counties, and ports.
- Powerful economic development tool.
- Designed for specific project/site – Not build infrastructure and hope/wait for development.
- Projects will not occur “but for” the public investment in infrastructure – “But-For” Requirement
- Results in creation of new assessed value, public benefits, construction of desired development and short/long-term jobs.
- Taxes from the development fund the public infrastructure needed by the development; no impact on individual property owners.
- **NOT A NEW TAX**

# Overview of Tax Increment financing

## KEY ELEMENTS

City, county, or port adopts an ordinance designating increment area, and identifying the public improvements to be financed, and whether bonds will be issued. Limitations:

- No more than two active increment areas per sponsoring jurisdiction and they may not overlap.
- Increment areas may not total more than \$200 million in assessed valuation, or more than 20% of the total assessed valuation of the sponsoring jurisdiction, whichever is less.
- Cannot add additional public improvements or change the boundary of the increment area once adopted.
- Must include a deadline by when construction of public improvements will begin.
- The local government may only receive TIF revenues for the period of time necessary to pay the costs of the public improvements.
- If the local government finances the public improvements, the increment area must be retired no more than 25 years after the adoption of the ordinance designating the increment area.

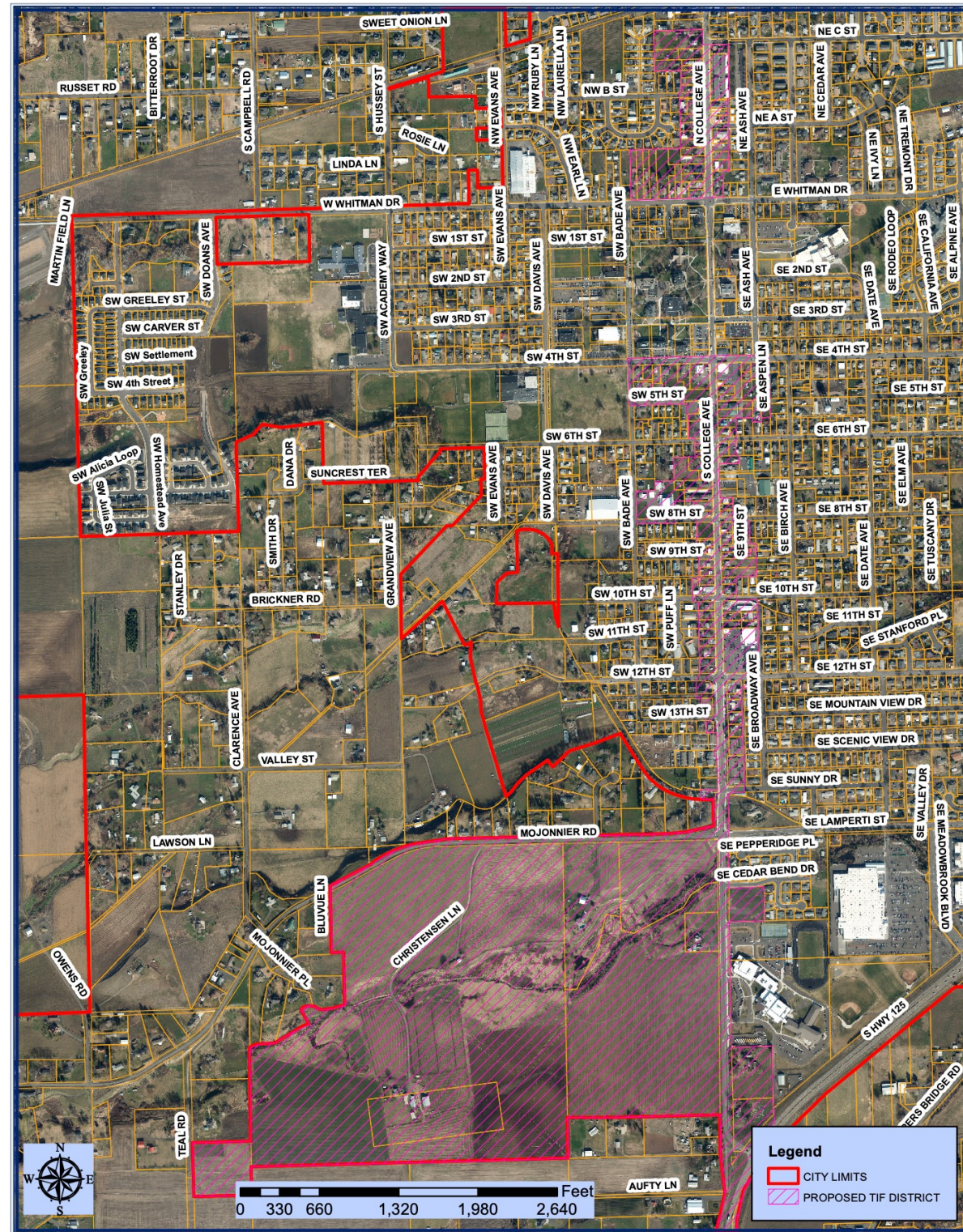
# Infrastructure Needs

|                                                              |                            |
|--------------------------------------------------------------|----------------------------|
| • <b>Mojonnier Road:</b>                                     | <b>TIF Cost: \$4.3M</b>    |
| • <b>East-West Road:</b>                                     | <b>TIF Cost: \$1.936M</b>  |
| • <b>Signalization at College Avenue and East/West Road:</b> | <b>TIF Cost: \$550K</b>    |
| • <b>Downtown Parking Lots:</b>                              | <b>TIF Cost: \$1.4M</b>    |
| <br><b>TOTAL</b>                                             | <br><b>\$8.186 MILLION</b> |



# Tax Increment Area (TIA)

- TIA: 259 Acres
- AV: \$43 Million





# TIA LEVY: 4.1703

| Levy Code Area 74       | 2022 Taxes Rates | Exempt: State Schools | Exempt: Excess and Other Levies | Available for TIF allocation |
|-------------------------|------------------|-----------------------|---------------------------------|------------------------------|
| Total                   | \$11.6779        | \$2.8308              | \$4.6769                        | \$4.1703                     |
| State                   |                  |                       |                                 |                              |
| Part 1                  | \$1.83965        | \$1.8397              |                                 | \$0.0000                     |
| Part 2                  | \$0.99115        | \$0.9911              |                                 | \$0.0000                     |
| County                  |                  |                       |                                 |                              |
| Regular_Current Expense | \$1.20642        |                       |                                 | \$1.2064                     |
| Regular_Veterans Aid    | \$0.01560        |                       |                                 | \$0.0156                     |
| Regular_Mental Health   | \$0.02500        |                       |                                 | \$0.0250                     |
| Port                    |                  |                       |                                 |                              |
| General Fund            | \$0.29279        |                       |                                 | \$0.2928                     |
| Bond Fund               |                  |                       | \$0.00000                       | \$0.0000                     |
| City of College Place   |                  |                       |                                 |                              |
| Regular Levy            | \$1.75704        |                       |                                 | \$1.7570                     |
| City Bond               | \$0.54596        |                       | \$0.54596                       | \$0.0000                     |
| EMS                     |                  |                       |                                 |                              |
| Regular Levy            | \$0.44688        |                       |                                 | \$0.4469                     |
| School                  |                  |                       |                                 |                              |
| #250 Enrichment         | \$1.85621        |                       | \$1.85621                       | \$0.0000                     |
| #250 Bond               | \$1.85621        |                       | \$1.85621                       | \$0.0000                     |
| #250 Capital            | \$0.41849        |                       | \$0.41849                       | \$0.0000                     |
| Library District        |                  |                       |                                 |                              |
| Regular Levy            | \$0.42655        |                       |                                 | \$0.4265                     |
| Bond Levy               |                  |                       | \$0.00000                       | \$0.0000                     |

# Private Development

| Phase 1 - North            | Value Per Unit | Number of Units | Start Year | Build-Out/Years | Total Value          |
|----------------------------|----------------|-----------------|------------|-----------------|----------------------|
| SF Homes - 5,200 Lot       | \$676,554      | 130             | 2024       | 4 years         | \$87,952,020         |
| SF Homes - 7,800 Lot       | \$817,148      | 44              | 2026       | 2 years         | \$35,954,512         |
| <b>Sub-Total</b>           |                |                 |            |                 | <b>\$123,906,532</b> |
| <b>Phase 2 - South</b>     |                |                 |            |                 |                      |
| Row Homes                  | \$448,880      | 50              | 2030       | 2 years         | \$22,444,000         |
| Cottage BTR                | \$448,880      | 37              | 2032       | 2 years         | \$16,608,560         |
| SF Homes- 3850 Lot         | \$524,635      | 24              | 2029       | 3 years         | \$12,591,240         |
| SF Homes - 5720 Lot        | \$676,554      | 58              | 2030       | 2 years         | \$39,240,132         |
| SF Homes - 8640 Lot        | \$817,148      | 20              | 2031       | 2 years         | \$16,342,960         |
| <b>Sub-Total</b>           |                |                 |            |                 | <b>\$107,226,892</b> |
| <b>Phase 3</b>             |                |                 |            |                 |                      |
| Apartments (Market)        | \$225,000      | 176             | 2034       | 2 years         | \$39,600,000         |
| Apartments (Workforce)     | \$175,000      | 120             | 2036       | 2 years         | \$21,000,000         |
| <b>Sub-Total</b>           |                |                 |            |                 | <b>\$60,600,000</b>  |
| <b>Phase 4</b>             |                |                 |            |                 |                      |
| Senior Housing             | \$200,000      | 170             | 2038       | 2 years         | \$34,000,000         |
| <b>Sub-Total</b>           |                |                 |            |                 | <b>\$34,000,000</b>  |
| <b>McKiernan</b>           |                |                 |            |                 |                      |
| Hotel (Rooms)              | \$150,000      | 200             | 2026       | 2 years         | \$30,000,000         |
| Retail - Large Format (SF) | \$150          | 200,000         | 2030       | 4 years         | \$30,000,000         |
| Retail/Restaurant (SF)     | \$325          | 80,000          | 2026       | 10 years        | \$26,000,000         |
| <b>Sub-Total</b>           |                |                 |            |                 | <b>\$86,000,000</b>  |
| <b>Downtown</b>            |                |                 |            |                 |                      |
| Retail/Restaurant (SF)     | \$325          | 10,000          | 2024       | 5 years         | \$3,250,000          |
| <b>Sub-Total</b>           |                |                 |            |                 | <b>\$3,250,000</b>   |
| <b>TOTAL</b>               |                |                 |            |                 | <b>\$414,983,424</b> |

Source: Stowe Development & Strategies; Values Per Unit for Phase 1 and 2 provided by Lakeside Capital Group/John Burns Real Estate Consulting

# Private Development

Draft and Subject to Change

## SITE INFORMATION:

**Total Site Area** 131.0 acres  
**Public R.O.W.** 22.9 acres  
**Ded. Park Space** 27.2 acres

**Total Units** 659

## Residential Neighborhoods:

### Mixed Single Family North

52' x 100' Single Family 130  
 72' x 120' Single Family 44

### Mixed Single Family South

35' x 110' Single Family 24  
 52' x 110' Single Family 58  
 72' x 120' Single Family 20

### Townhome

Row Homes 50

### Cottages

Build to Rent 37

### Market Multifamily

Elevator Apartments 176

### Workforce Multifamily

Rental Apartments 120

### Senior Village

8.5 acres

## McKIERNAN PROPERTY:

### Commercial

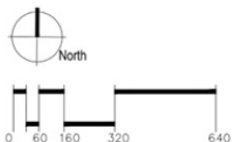
Lot 1 - 8.7 acres

Lot 2 - 33.5 acres

Lot 3 - 1.0 acres

Lot 4 - 1.0 acres

Lot 5 - 1.0 acres





# Debt Capacity

|                                               | 2022          | 2023               |
|-----------------------------------------------|---------------|--------------------|
| Assessed Valuation for 2022/2023 Collections  | \$907,140,360 | \$1,070,059,643    |
| Non-Voted Debt Capacity (1.5% of AV)          | \$13,607,105  | \$16,050,895       |
| <i>Less: Outstanding Non-Voted Debt</i>       | \$4,138,800   | \$3,877,052        |
| New Non-Voted Debt                            | \$9,468,305   | \$12,173,843       |
| <i>Less: Financing Proposed</i>               |               | \$8,186,000        |
| <b>Projected Remaining Non-Voted Capacity</b> |               | <b>\$3,987,843</b> |

Source: Stowe Development & Strategies & City of College Place, 2023

# Potential TIF Revenue: Base Scenario

## **Baseline**

- Represents Full Development

## **Alternative 1**

- **Extends the Build-Out/Year for All Development by 2X; and,**
- **Reduce Single-Family Home valuation developed by 20 percent.**

## **Alternative 2**

- **Extend Build-Out/Year for All Development by 2X;**
- **Reduce Single-Family Home Value by 30 percent;**
- **Reduce Senior Housing by 50 percent; and,**
- **Hotel Development Only on McKiernan Parcel.**

# Potential TIF Revenue: Base Scenario

| 4.50% Discount Rate |              |               |               |
|---------------------|--------------|---------------|---------------|
|                     | Baseline     | Alternative 1 | Alternative 2 |
| College Place       | \$7,130,000  | \$5,800,000   | \$4,150,000   |
| Walla Walla County  | \$5,150,000  | \$4,190,000   | \$3,000,000   |
| Port of Walla Walla | \$1,190,000  | \$970,000     | \$690,000     |
| EMS                 | \$1,820,000  | \$1,480,000   | \$1,060,000   |
| Library             | \$1,730,000  | \$1,410,000   | \$1,010,000   |
| Total               | \$17,020,000 | \$13,850,000  | \$9,910,000   |

| 5.00% Discount Rate |              |               |               |
|---------------------|--------------|---------------|---------------|
|                     | Baseline     | Alternative 1 | Alternative 2 |
| College Place       | \$6,640,000  | \$5,380,000   | \$3,850,000   |
| Walla Walla County  | \$4,800,000  | \$3,890,000   | \$2,780,000   |
| Port of Walla Walla | \$1,110,000  | \$900,000     | \$640,000     |
| EMS                 | \$1,690,000  | \$1,370,000   | \$980,000     |
| Library             | \$1,610,000  | \$1,310,000   | \$930,000     |
| Total               | \$15,850,000 | \$12,850,000  | \$9,180,000   |

Source: ECONorthwest, 2023

# Additional Taxes

|                                    | Baseline     | Alternative 1 | Alternative 2 |
|------------------------------------|--------------|---------------|---------------|
| Sales Tax                          | \$14,840,000 | \$13,170,000  | \$2,020,000   |
| B&O Tax                            | \$580,000    | \$550,000     | \$150,000     |
| Utility Tax                        | \$1,590,000  | \$1,430,000   | \$1,140,000   |
| Criminal Justice and Public Safety | \$1,210,000  | \$1,100,000   | \$1,010,000   |
| State Shared                       | \$1,400,000  | \$1,260,000   | \$1,160,000   |
| REET                               | \$1,480,000  | \$1,260,000   | \$920,000     |
| Hotel Motel                        | \$580,000    | \$500,000     | \$500,000     |
| Total                              | \$21,680,000 | \$19,270,000  | \$6,900,000   |

Source: ECONorthwest calculations, 2023

# Jobs

## Construction – One-Time

|                              | <b>Baseline</b> | <b>Alt 1</b> | <b>Alt 2</b> |
|------------------------------|-----------------|--------------|--------------|
| <b>Construction Jobs</b>     | <b>1,130</b>    | <b>1,030</b> | <b>770</b>   |
| <b>Investment (millions)</b> | <b>\$311</b>    | <b>\$282</b> | <b>\$211</b> |

Source: ECONorthwest calculations and Office of Financial Management Input/Output Model, 2022.

## On-Going

| <b>Employment Uses</b>     | <b>Jobs: Baseline</b> | <b>Jobs: Alt 1</b> | <b>Jobs: Alt 2</b> | <b>Mean SqFt/Work</b> |
|----------------------------|-----------------------|--------------------|--------------------|-----------------------|
| Retail and Food & Beverage | 230                   | 230                | 0                  | 750-1,500             |
| Hotel                      | 40                    | 40                 | 40                 | 2,200                 |
| <b>Total Jobs</b>          | <b>270</b>            | <b>270</b>         | <b>40</b>          |                       |

Source: 2018 CBECS, Table B1. Summary table: total and means of floorspace, number of workers, and hours of operation, 2018 (Release date: September 2021)



# AV Growth With and Without TIF

| Assessment Year | 2023 | 2028          | 2033          | 2038          | 2043          | 2048          |
|-----------------|------|---------------|---------------|---------------|---------------|---------------|
| Baseline        | \$0  | \$184,174,000 | \$397,375,000 | \$602,661,000 | \$749,635,000 | \$858,537,000 |
| Alternative 1   | \$0  | \$118,557,000 | \$316,867,000 | \$488,655,000 | \$682,738,000 | \$781,922,000 |
| Alternative 2   | \$0  | \$66,052,000  | \$210,713,000 | \$358,625,000 | \$509,824,000 | \$583,887,000 |
| No TiF          | \$0  | \$37,345,000  | \$79,037,000  | \$121,391,000 | \$146,974,000 | \$168,325,000 |

Source: ECONorthwest calculations, 2023

Note: Based on 75% fewer housing units and no commercial components

# Level Debt - \$8,186,000

| Year | Debt Payment | Year | Debt Payment |
|------|--------------|------|--------------|
| 2023 |              | 2036 | \$629,308    |
| 2024 | \$629,308    | 2037 | \$629,308    |
| 2025 | \$629,308    | 2038 | \$629,308    |
| 2026 | \$629,308    | 2039 | \$629,308    |
| 2027 | \$629,308    | 2040 | \$629,308    |
| 2028 | \$629,308    | 2041 | \$629,308    |
| 2029 | \$629,308    | 2042 | \$629,308    |
| 2030 | \$629,308    | 2043 | \$629,308    |
| 2031 | \$629,308    | 2044 |              |
| 2032 | \$629,308    | 2045 |              |
| 2033 | \$629,308    | 2046 |              |
| 2034 | \$629,308    | 2047 |              |
| 2035 | \$629,308    |      |              |

Source: ECONorthwest calculations

# Level Debt – Each Scenario

| TIF Allocation Revenues    |      |             |               |               |               |               |               |               |               |             |             |             |             |
|----------------------------|------|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-------------|-------------|-------------|-------------|
|                            | 2023 | 2024        | 2025          | 2026          | 2027          | 2028          | 2029          | 2030          | 2031          | 2032        | 2033        | 2034        | 2035        |
| Baseline                   |      |             |               |               |               |               |               |               |               |             |             |             |             |
| TIF Revenues               | \$0  | \$0         | \$100,000     | \$200,000     | \$430,000     | \$660,000     | \$660,000     | \$690,000     | \$890,000     | \$1,120,000 | \$1,230,000 | \$1,320,000 | \$1,420,000 |
| TIF Debt Service           | \$0  | \$630,000   | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000   | \$630,000   | \$630,000   | \$630,000   |
| Annual Surplus/Deficit     | \$0  | (\$630,000) | (\$530,000)   | (\$430,000)   | (\$200,000)   | \$30,000      | \$30,000      | \$60,000      | \$260,000     | \$490,000   | \$600,000   | \$690,000   | \$790,000   |
| Cumulative Surplus/Deficit | \$0  | (\$630,000) | (\$1,160,000) | (\$1,590,000) | (\$1,790,000) | (\$1,760,000) | (\$1,730,000) | (\$1,670,000) | (\$1,410,000) | (\$920,000) | (\$320,000) | \$370,000   | \$1,160,000 |

| TIF Allocation Revenues    |             |             |             |             |             |             |             |              |              |              |              |              |              |
|----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|
|                            | 2036        | 2037        | 2038        | 2039        | 2040        | 2041        | 2042        | 2043         | 2044         | 2045         | 2046         | 2047         | 2048         |
| TIF Revenues               | \$1,520,000 | \$1,590,000 | \$1,670,000 | \$1,840,000 | \$2,020,000 | \$2,040,000 | \$2,060,000 | \$2,080,000  | \$2,110,000  | \$2,130,000  | \$2,150,000  | \$2,170,000  | \$2,200,000  |
| TIF Debt Service           | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000    | \$0          | \$0          | \$0          | \$0          | \$0          |
| Annual Surplus/Deficit     | \$890,000   | \$960,000   | \$1,040,000 | \$1,210,000 | \$1,390,000 | \$1,410,000 | \$1,430,000 | \$1,450,000  | \$2,110,000  | \$2,130,000  | \$2,150,000  | \$2,170,000  | \$2,200,000  |
| Cumulative Surplus/Deficit | \$2,050,000 | \$3,010,000 | \$4,050,000 | \$5,260,000 | \$6,650,000 | \$8,060,000 | \$9,490,000 | \$10,940,000 | \$13,050,000 | \$15,180,000 | \$17,330,000 | \$19,500,000 | \$21,700,000 |

| TIF Allocation Revenues    |      |             |               |               |               |               |               |               |               |               |               |               |               |
|----------------------------|------|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                            | 2023 | 2024        | 2025          | 2026          | 2027          | 2028          | 2029          | 2030          | 2031          | 2032          | 2033          | 2034          | 2035          |
| Alternative 1              |      |             |               |               |               |               |               |               |               |               |               |               |               |
| TIF Revenues               | \$0  | \$0         | \$110,000     | \$120,000     | \$230,000     | \$260,000     | \$430,000     | \$540,000     | \$760,000     | \$800,000     | \$880,000     | \$1,050,000   | \$1,150,000   |
| TIF Debt Service           | \$0  | \$630,000   | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     |
| Annual Surplus/Deficit     | \$0  | (\$630,000) | (\$520,000)   | (\$510,000)   | (\$400,000)   | (\$370,000)   | (\$200,000)   | (\$90,000)    | \$130,000     | \$170,000     | \$250,000     | \$420,000     | \$520,000     |
| Cumulative Surplus/Deficit | \$0  | (\$630,000) | (\$1,150,000) | (\$1,660,000) | (\$2,060,000) | (\$2,430,000) | (\$2,630,000) | (\$2,720,000) | (\$2,590,000) | (\$2,420,000) | (\$2,170,000) | (\$1,750,000) | (\$1,230,000) |

| TIF Allocation Revenues    |             |             |             |             |             |             |             |             |             |              |              |              |              |
|----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|
|                            | 2036        | 2037        | 2038        | 2039        | 2040        | 2041        | 2042        | 2043        | 2044        | 2045         | 2046         | 2047         | 2048         |
| TIF Revenues               | \$1,220,000 | \$1,290,000 | \$1,370,000 | \$1,490,000 | \$1,620,000 | \$1,750,000 | \$1,880,000 | \$1,900,000 | \$1,920,000 | \$1,940,000  | \$1,960,000  | \$1,980,000  | \$2,000,000  |
| TIF Debt Service           | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$0         | \$0          | \$0          | \$0          | \$0          |
| Annual Surplus/Deficit     | \$590,000   | \$660,000   | \$740,000   | \$860,000   | \$990,000   | \$1,120,000 | \$1,250,000 | \$1,270,000 | \$1,920,000 | \$1,940,000  | \$1,960,000  | \$1,980,000  | \$2,000,000  |
| Cumulative Surplus/Deficit | (\$640,000) | \$20,000    | \$760,000   | \$1,620,000 | \$2,610,000 | \$3,730,000 | \$4,980,000 | \$6,250,000 | \$8,170,000 | \$10,110,000 | \$12,070,000 | \$14,050,000 | \$16,050,000 |

| TIF Allocation Revenues    |      |             |               |               |               |               |               |               |               |               |               |               |               |
|----------------------------|------|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                            | 2023 | 2024        | 2025          | 2026          | 2027          | 2028          | 2029          | 2030          | 2031          | 2032          | 2033          | 2034          | 2035          |
| Alternative 2              |      |             |               |               |               |               |               |               |               |               |               |               |               |
| TIF Revenues               | \$0  | \$0         | \$50,000      | \$100,000     | \$140,000     | \$180,000     | \$240,000     | \$330,000     | \$460,000     | \$560,000     | \$600,000     | \$700,000     | \$830,000     |
| TIF Debt Service           | \$0  | \$630,000   | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     |
| Annual Surplus/Deficit     | \$0  | (\$630,000) | (\$580,000)   | (\$530,000)   | (\$490,000)   | (\$450,000)   | (\$390,000)   | (\$300,000)   | (\$170,000)   | (\$70,000)    | (\$30,000)    | \$70,000      | \$200,000     |
| Cumulative Surplus/Deficit | \$0  | (\$630,000) | (\$1,210,000) | (\$1,740,000) | (\$2,230,000) | (\$2,680,000) | (\$3,070,000) | (\$3,370,000) | (\$3,540,000) | (\$3,610,000) | (\$3,640,000) | (\$3,570,000) | (\$3,370,000) |

| TIF Allocation Revenues    |               |               |               |               |               |             |             |             |             |             |             |             |             |
|----------------------------|---------------|---------------|---------------|---------------|---------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|                            | 2036          | 2037          | 2038          | 2039          | 2040          | 2041        | 2042        | 2043        | 2044        | 2045        | 2046        | 2047        | 2048        |
| TIF Revenues               | \$890,000     | \$940,000     | \$1,000,000   | \$1,100,000   | \$1,200,000   | \$1,300,000 | \$1,400,000 | \$1,420,000 | \$1,430,000 | \$1,450,000 | \$1,460,000 | \$1,480,000 | \$1,490,000 |
| TIF Debt Service           | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000   | \$630,000   | \$630,000   | \$0         | \$0         | \$0         | \$0         | \$0         |
| Annual Surplus/Deficit     | \$260,000     | \$310,000     | \$370,000     | \$470,000     | \$570,000     | \$670,000   | \$770,000   | \$790,000   | \$1,430,000 | \$1,450,000 | \$1,460,000 | \$1,480,000 | \$1,490,000 |
| Cumulative Surplus/Deficit | (\$3,110,000) | (\$2,800,000) | (\$2,430,000) | (\$1,960,000) | (\$1,390,000) | (\$720,000) | \$50,000    | \$840,000   | \$2,270,000 | \$3,720,000 | \$5,180,000 | \$6,660,000 | \$8,150,000 |

# Split Debt - Alternative 1

\$4.3M in 2024 & \$3.886M By 2028

| TIF Allocation Revenues    |      |             |             |             |             |               |               |               |               |               |             |             |             |
|----------------------------|------|-------------|-------------|-------------|-------------|---------------|---------------|---------------|---------------|---------------|-------------|-------------|-------------|
|                            | 2023 | 2024        | 2025        | 2026        | 2027        | 2028          | 2029          | 2030          | 2031          | 2032          | 2033        | 2034        | 2035        |
| TIF Revenues               | \$0  | \$0         | \$110,000   | \$120,000   | \$230,000   | \$260,000     | \$430,000     | \$540,000     | \$760,000     | \$800,000     | \$880,000   | \$1,050,000 | \$1,150,000 |
| TIF Debt Service           | \$0  | \$330,000   | \$330,000   | \$330,000   | \$330,000   | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000   | \$630,000   | \$630,000   |
| Annual Surplus/Deficit     | \$0  | (\$330,000) | (\$220,000) | (\$210,000) | (\$100,000) | (\$370,000)   | (\$200,000)   | (\$90,000)    | \$130,000     | \$170,000     | \$250,000   | \$420,000   | \$520,000   |
| Cumulative Surplus/Deficit | \$0  | (\$330,000) | (\$550,000) | (\$760,000) | (\$860,000) | (\$1,230,000) | (\$1,430,000) | (\$1,520,000) | (\$1,390,000) | (\$1,220,000) | (\$970,000) | (\$550,000) | (\$30,000)  |

| TIF Allocation Revenues    |             |             |             |             |             |             |             |             |             |              |              |              |              |
|----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|
|                            | 2036        | 2037        | 2038        | 2039        | 2040        | 2041        | 2042        | 2043        | 2044        | 2045         | 2046         | 2047         | 2048         |
| TIF Revenues               | \$1,220,000 | \$1,290,000 | \$1,370,000 | \$1,490,000 | \$1,620,000 | \$1,750,000 | \$1,880,000 | \$1,900,000 | \$1,920,000 | \$1,940,000  | \$1,960,000  | \$1,980,000  | \$2,000,000  |
| TIF Debt Service           | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$300,000   | \$300,000    | \$300,000    | \$300,000    | \$0          |
| Annual Surplus/Deficit     | \$590,000   | \$660,000   | \$740,000   | \$860,000   | \$990,000   | \$1,120,000 | \$1,250,000 | \$1,270,000 | \$1,620,000 | \$1,640,000  | \$1,660,000  | \$1,680,000  | \$2,000,000  |
| Cumulative Surplus/Deficit | \$560,000   | \$1,220,000 | \$1,960,000 | \$2,820,000 | \$3,810,000 | \$4,930,000 | \$6,180,000 | \$7,450,000 | \$9,070,000 | \$10,710,000 | \$12,370,000 | \$14,050,000 | \$16,050,000 |

Source: ECONorthwest, 2023

7 years of Deficits; \$2.7 to \$1.5M

## Full Debt – No Split & Interest Only for 5 Years

| TIF Allocation Revenues    |      |             |             |             |               |               |               |               |               |               |               |               |             |
|----------------------------|------|-------------|-------------|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-------------|
|                            | 2023 | 2024        | 2025        | 2026        | 2027          | 2028          | 2029          | 2030          | 2031          | 2032          | 2033          | 2034          | 2035        |
| TIF Revenues               | \$0  | \$0         | \$110,000   | \$120,000   | \$230,000     | \$260,000     | \$430,000     | \$540,000     | \$760,000     | \$800,000     | \$880,000     | \$1,050,000   | \$1,150,000 |
| TIF Debt Service           | \$0  | \$370,000   | \$370,000   | \$370,000   | \$370,000     | \$370,000     | \$760,000     | \$760,000     | \$760,000     | \$760,000     | \$760,000     | \$760,000     | \$760,000   |
| Annual Surplus/Deficit     | \$0  | (\$370,000) | (\$260,000) | (\$250,000) | (\$140,000)   | (\$110,000)   | (\$330,000)   | (\$220,000)   | \$0           | \$40,000      | \$120,000     | \$290,000     | \$390,000   |
| Cumulative Surplus/Deficit | \$0  | (\$370,000) | (\$630,000) | (\$880,000) | (\$1,020,000) | (\$1,130,000) | (\$1,460,000) | (\$1,680,000) | (\$1,680,000) | (\$1,640,000) | (\$1,520,000) | (\$1,230,000) | (\$840,000) |

| TIF Allocation Revenues    |             |             |             |             |             |             |             |             |             |             |              |              |              |
|----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|
|                            | 2036        | 2037        | 2038        | 2039        | 2040        | 2041        | 2042        | 2043        | 2044        | 2045        | 2046         | 2047         | 2048         |
| TIF Revenues               | \$1,220,000 | \$1,290,000 | \$1,370,000 | \$1,490,000 | \$1,620,000 | \$1,750,000 | \$1,880,000 | \$1,900,000 | \$1,920,000 | \$1,940,000 | \$1,960,000  | \$1,980,000  | \$2,000,000  |
| TIF Debt Service           | \$760,000   | \$760,000   | \$760,000   | \$760,000   | \$760,000   | \$760,000   | \$760,000   | \$730,000   | \$0         | \$0         | \$0          | \$0          | \$0          |
| Annual Surplus/Deficit     | \$460,000   | \$530,000   | \$610,000   | \$730,000   | \$860,000   | \$990,000   | \$1,120,000 | \$1,170,000 | \$1,920,000 | \$1,940,000 | \$1,960,000  | \$1,980,000  | \$2,000,000  |
| Cumulative Surplus/Deficit | (\$380,000) | \$150,000   | \$760,000   | \$1,490,000 | \$2,350,000 | \$3,340,000 | \$4,460,000 | \$5,630,000 | \$7,550,000 | \$9,490,000 | \$11,450,000 | \$13,430,000 | \$15,430,000 |

Source: ECONorthwest, 2023

7 years of Deficits; \$2.7 to \$1.7M

# Additional Taxes & Interest Only

| TIF Allocation Revenues |      |             |             |             |             |             |             |            |           |           |             |             |             |
|-------------------------|------|-------------|-------------|-------------|-------------|-------------|-------------|------------|-----------|-----------|-------------|-------------|-------------|
|                         | 2023 | 2024        | 2025        | 2026        | 2027        | 2028        | 2029        | 2030       | 2031      | 2032      | 2033        | 2034        | 2035        |
| Alternative 1           |      |             |             |             |             |             |             |            |           |           |             |             |             |
| TIF Surplus/Deficit     | \$0  | (\$630,000) | (\$520,000) | (\$510,000) | (\$400,000) | (\$370,000) | (\$200,000) | (\$90,000) | \$130,000 | \$170,000 | \$250,000   | \$420,000   | \$520,000   |
| Additional Taxes        | \$0  | \$130,000   | \$110,000   | \$150,000   | \$210,000   | \$370,000   | \$490,000   | \$650,000  | \$610,000 | \$610,000 | \$870,000   | \$970,000   | \$990,000   |
| Surplus/Deficit         | \$0  | (\$500,000) | (\$410,000) | (\$360,000) | (\$190,000) | \$0         | \$290,000   | \$560,000  | \$740,000 | \$780,000 | \$1,120,000 | \$1,390,000 | \$1,510,000 |

| Assessment Year     | 2036        | 2037        | 2038        | 2039        | 2040        | 2041        | 2042        | 2043        | 2044        | 2045        | 2046        | 2047        | 2048        |
|---------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| TIF Surplus/Deficit | \$590,000   | \$660,000   | \$740,000   | \$860,000   | \$990,000   | \$1,120,000 | \$1,250,000 | \$1,270,000 | \$1,920,000 | \$1,940,000 | \$1,960,000 | \$1,980,000 | \$2,000,000 |
| Additional Taxes    | \$1,090,000 | \$1,220,000 | \$1,440,000 | \$1,550,000 | \$1,630,000 | \$1,710,000 | \$1,580,000 | \$1,550,000 | \$1,590,000 | \$1,630,000 | \$1,670,000 | \$1,720,000 | \$1,770,000 |
| Surplus/Deficit     | \$1,680,000 | \$1,880,000 | \$2,180,000 | \$2,410,000 | \$2,620,000 | \$2,830,000 | \$2,830,000 | \$2,820,000 | \$3,510,000 | \$3,570,000 | \$3,630,000 | \$3,700,000 | \$3,770,000 |

4 years of Deficits; \$2.7 to \$1.5M

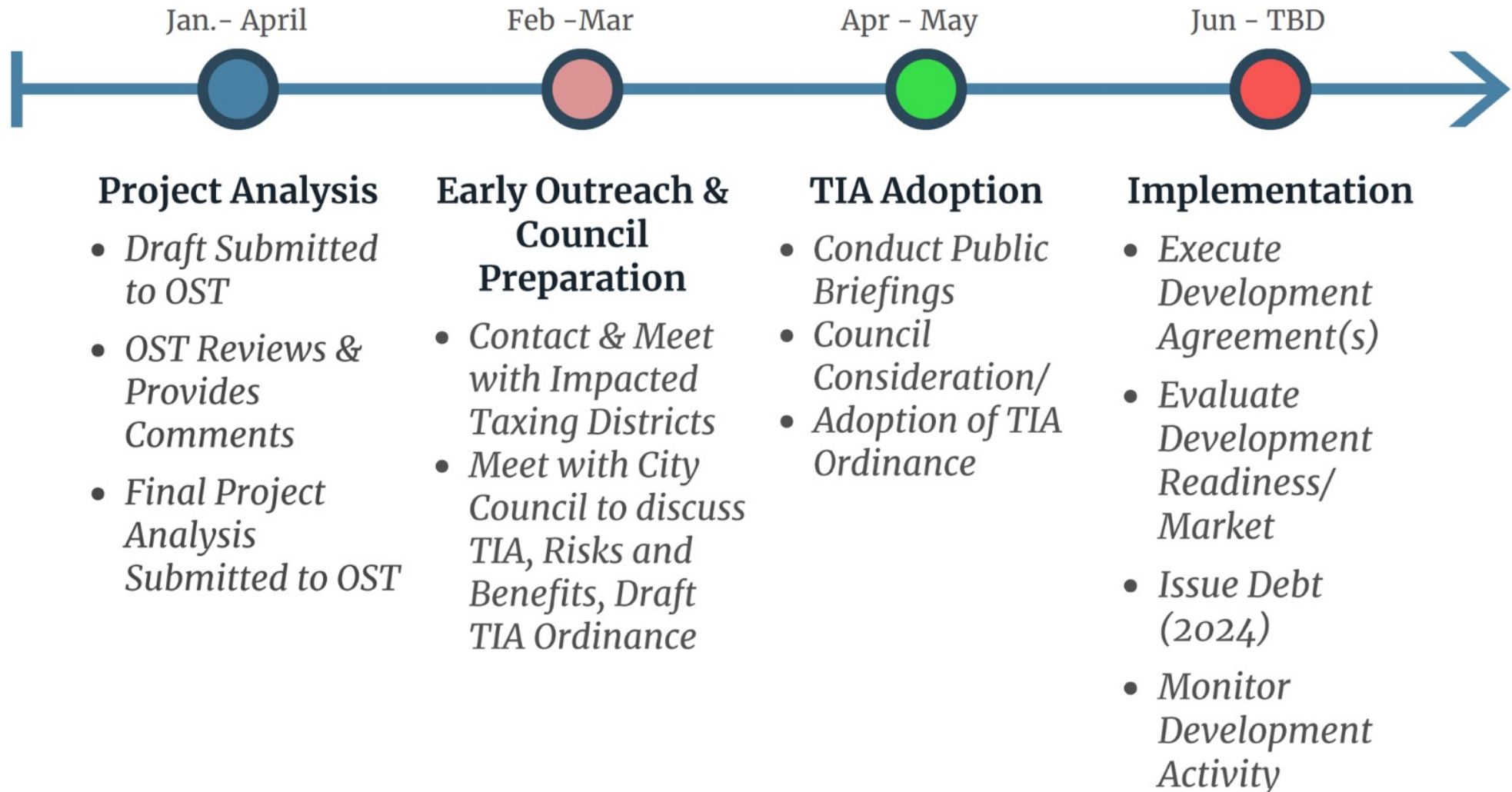
# Split Debt, Additional Taxes & Interest Only

| TIF Allocation Revenues |             |             |             |             |             |             |             |             |             |             |             |             |             |
|-------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|                         | 2023        | 2024        | 2025        | 2026        | 2027        | 2028        | 2029        | 2030        | 2031        | 2032        | 2033        | 2034        | 2035        |
| Alternative 1           |             |             |             |             |             |             |             |             |             |             |             |             |             |
| TIF Surplus/Deficit     | \$0         | \$0         | (\$110,000) | (\$100,000) | \$10,000    | \$40,000    | (\$170,000) | (\$60,000)  | \$160,000   | \$200,000   | \$110,000   | \$280,000   | \$380,000   |
| Additional Taxes        | \$0         | \$130,000   | \$110,000   | \$150,000   | \$210,000   | \$370,000   | \$490,000   | \$650,000   | \$610,000   | \$610,000   | \$870,000   | \$970,000   | \$990,000   |
| Surplus/Deficit         | \$0         | \$130,000   | \$0         | \$50,000    | \$220,000   | \$410,000   | \$320,000   | \$590,000   | \$770,000   | \$810,000   | \$980,000   | \$1,250,000 | \$1,370,000 |
|                         |             |             |             |             |             |             |             |             |             |             |             |             |             |
| Assessment Year         | 2036        | 2037        | 2038        | 2039        | 2040        | 2041        | 2042        | 2043        | 2044        | 2045        | 2046        | 2047        | 2048        |
| TIF Surplus/Deficit     | \$450,000   | \$520,000   | \$600,000   | \$720,000   | \$850,000   | \$980,000   | \$1,110,000 | \$1,130,000 | \$1,170,000 | \$1,600,000 | \$1,620,000 | \$1,640,000 | \$1,670,000 |
| Additional Taxes        | \$1,090,000 | \$1,220,000 | \$1,440,000 | \$1,550,000 | \$1,630,000 | \$1,710,000 | \$1,580,000 | \$1,550,000 | \$1,590,000 | \$1,630,000 | \$1,670,000 | \$1,720,000 | \$1,770,000 |
| Surplus/Deficit         | \$1,540,000 | \$1,740,000 | \$2,040,000 | \$2,270,000 | \$2,480,000 | \$2,690,000 | \$2,690,000 | \$2,680,000 | \$2,760,000 | \$3,230,000 | \$3,290,000 | \$3,360,000 | \$3,440,000 |



## Timeline

# College Place Key TIF Elements: 2023





[www.stowedes.com](http://www.stowedes.com)

***City of College Place, Washington***  
**ORDINANCE NO. 23-XXX**

**AN ORDINANCE OF THE CITY OF COLLEGE PLACE,  
WASHINGTON, DESIGNATING THE COLLEGE PLACE TAX INCREMENT  
AREA AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, for many recent years, the City has been studying, evaluating, designing and completing key infrastructure improvements to enable a residential and commercial use development within the Stone Creek and Downtown area; and

**WHEREAS**, the City has identified a Tax Increment Area (TIA) of approximately 259 acres of property that is being planned for residential and some commercial development and is in need of substantial infrastructure improvements to support the desired development; and

**WHEREAS**, the TIA has the opportunity, if developed, to provide a variety of housing types, parks, open space and commercial amenities for the community providing for increased tax revenues to support City services and providing employment opportunities and housing options for the residents of the City; and

**WHEREAS**, the Washington State Legislature, during its 2021 legislative session, enacted Engrossed Substitute House Bill 1189 as Chapter 207, Laws of 2021, titled "AN ACT Relating to tax increment financing" and codified as Chapter 39.114 RCW (the "TIF Act"), which authorizes local governments, including cities, to carry out tax increment financing of public improvements needed to support vital private economic development projects; and

**WHEREAS**, Tax Increment Financing (TIF) is a program that allocates revenues generated from the increased assessed valuation of properties improved by private development that are within a TIA to pay for public improvements that are needed to support the private development; and

**WHEREAS**, City management has identified the TIF infrastructure improvements (TIF Projects) that are outside of a developer's ability to fund and achieve the desired development based on market conditions necessary to accommodate housing demands and commercial tenants; and

**WHEREAS**, the TIF infrastructure improvements have been estimated to cost approximately \$18.9 million to construct of which TIF is expected to contribute \$8.186 million; and

**WHEREAS**, it is expected the Stone Creek area developers will fund and construct additional public improvements at an estimated cost of \$[need figure]\_\_\_\_\_ million to \$[need figure]\_\_\_\_\_ million along with dedicating an additional [need figure]\_\_\_\_\_ acres of land to support those public improvements; and

**WHEREAS**, City management anticipates bringing forward for Council consideration an agreement between the City and future developers that memorializes the infrastructure improvement responsibilities and private development associated with the TIF infrastructure improvements; and

**WHEREAS**, the City has prepared a Project Analysis for the Stone Creek and Downtown TIA and submitted such to the Office of the State Treasurer for review and comment as required by law; and

**WHEREAS**, there exists no TIA within College Place and the TIA does not consist of the entire geographical area of the City and does not have an assessed valuation of more than \$200,000,000 or more than 20% of the City's total assessed valuation;

**WHEREAS**, the Office of the State Treasurer has completed its review of the Stone Creek and Downtown Project Analysis and has stated that it meets the requirements of the TIF Act; and

**WHEREAS**, the City has conducted public briefings on the proposed TIA to inform the community and other public agencies about the anticipated benefits and impacts associated with the development; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON, AS FOLLOWS:**

**Section 1. Definitions.** Capitalized terms used in this ordinance shall have the meanings set forth in the recitals to this ordinance above and in this Section 1. The uncapitalized terms "public improvement costs," "regular property taxes," and "tax allocation revenues," used in this ordinance shall have the meanings provided for those terms by RCW 39.114.010, as the context requires.

- (a) "*City*" means the City of College Place, Washington
- (b) "*Code*" means the Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.
- (c) "*Council*" means the College Place City Council, acting in its legislative capacity.
- (d) "*County*" means Walla Walla County, Washington.
- (e) "*Finance Director*" means the Director of Finance of the City or such other officer of

the City who succeeds to substantially all of the responsibilities of that office.

- (f) *"Increment Area"* means approximately 259 acres of land designated by Section 2 of this ordinance as the "Stone Creek and Downtown Increment Area."
- (g) *"Project Analysis"* means the City's Stone Creek and Downtown TIF Project Analysis submitted to the Washington State Treasurer in February, 2023 for its review and comment.
- (h) *"Treasurer's Review Letter"* means the letter to the City from the Office of State Treasurer dated [need date]\_\_\_\_\_, 2023, summarizing its review of and providing comments, recommendations and acceptance with respect to the Project Analysis for consideration by the City.

**Section 2. Designation of Increment Area.** Pursuant to the TIF Act, the City designates the 259 acre parcel of land known as the Stone Creek and Downtown development and described in Exhibit A to this ordinance as the "Stone Creek and Downtown Increment Area." In making this designation, the Council takes note of the facts that the Increment Area (i) is the only increment area designated by the City under the TIF Act, (ii) is located within the boundaries of the City, (iii) does not include the City's entire territory, and (iv) does not have an assessed value on the date of this ordinance greater than the lesser of \$200,000,000 or 20 percent of the total assessed value of taxable property within the City.

**Section 3. Sunset Date of the Increment Area.** The sunset date of the Increment Area is (i) December 31, 2049, which is the date not later than 25 years after the first year (calendar year 2024) in which tax allocation revenues will be collected on taxable property within the Increment Area (the "outside sunset date"), or (ii) if earlier, the date ("an early sunset date") on which the City certifies to the County Treasurer that all public improvement costs to be paid or reimbursed with tax allocation revenues derived from the Increment Area have been fully paid, including but not limited to reimbursements to the City for principal and interest payments required to be made by the City from revenue sources other than tax allocation revenues on limited tax general obligation bonds issued to finance the portion of public improvement costs that are intended to be paid and retired, in whole, from tax allocation revenues, as authorized by RCW 39.114.060(1).

**Section 4. Identification of Public Improvements to Be Financed.** The public improvements to be financed consist of the following infrastructure improvements to be owned by the City and located within or outside of and serving the Increment Area:

- A) Mojonner Road improvements
- B) East-West Road construction across McKiernan property
- C) Signalization at College Avenue and East-West Road
- D) Downtown Parking Lot(s)

The exact configurations and operational features of the public improvements described above are to be determined by the final plans and specifications for such public improvements. As authorized by RCW 39.114.020(1)(h), the City may expand, alter, or add to the public improvements identified above only if City Council determines that such changes are necessary to assure that the public improvements identified above can be constructed or operated as intended.

**Section 5. Expected Issuance of Bonds to Finance a Portion of the Public Improvement Costs.**

- (a) Pursuant to RCW 39.114.060 and other law, including the applicable provisions of Chapters 39.36 and 39.46 RCW, the City intends to incur general indebtedness and issue limited tax general obligation bonds with a term of approximately 25 years to finance a portion (the "bond-financed portion") of the public improvement costs. To pay and secure the bonds, the City expects to pledge the tax allocation revenues received by the City from the Increment Area, the City's other regular property tax revenues, other lawfully available revenues of the City, and the full faith and credit of the City. The bonds are expected to be issued as tax-exempt bonds under the applicable provisions of the Code; however, if and to the extent that bond counsel determines that any of the public improvements (or portions thereof) do not qualify to be financed with tax-exempt bonds, the City expects to allocate funding sources other than proceeds of tax-exempt bonds, including but not limited to proceeds of taxable bonds, to the financing of those public improvements (or portions thereof).
- (b) As of the date of adoption of this ordinance, the estimated maximum amount of bonds expected to be issued by the City to finance the bond-financed portion of the public improvement costs is \$8.186 million. This estimated maximum amount of bonds is subject to change based upon the final configuration and final public improvement costs of the public improvements identified in Section 4 of this ordinance. The principal amount of such bonds also may vary (be lower or higher) to the extent that the bonds are sold with original issue premium or original issue discount (respectively) as needed to provide bond proceeds sufficient to pay the bond-financed portion of the public improvement costs.
- (c) While the City will pledge its full faith and credit as well as its regular property tax revenues and other lawfully available revenues, in addition to tax allocation revenues received by the City from the Increment Area, to pay and secure debt service on the bonds, the City intends that debt service on the bonds shall be payable, in whole, from tax allocation revenues as authorized by RCW 39.114.060(1). Accordingly, if and to the extent debt service payments on its general obligation bonds issued to finance the public improvements are required to be made from the City's other regular property tax revenues and/or from other lawfully available revenues because the amount of



tax allocation revenues received are insufficient for that purpose, those debt service payments to that extent shall be reimbursed from later-received tax allocation revenues that become available to reimburse the City for those debt service payments. The Finance Director, in consultation with the County Treasurer, will adopt accounting procedures sufficient to document the use of tax allocation revenues to reimburse debt service payments previously made from other revenues, consistent with the City's intention and expectation that its general obligation bonds issued to finance public improvement costs are to be payable entirely from tax allocation revenues (as permitted by the Act).

- (d) The City intends that the provisions of Section 4 of this ordinance (identifying the public improvements to be financed) and this Section 5 (stating the estimated maximum amount of bonds expected to be issued) together shall constitute a declaration of official intent under Treasury Regulations §1.150-2 to reimburse with bond proceeds any original expenditures for the public improvements paid before the issue date of the bonds that are intended to finance the bond-financed portion of the public improvement costs.

**Section 6. Increment to Take Effect on June 1, 2023.** The tax increment for the Increment Area designated in Section 2 of this ordinance shall take effect on June 1, 2023.

**Section 7. Deadline for Commencement of Construction of Public Improvements.** The City expects that construction of the public improvements identified in Section 4 of this ordinance will commence after June 1, 2023. In no event will construction of those public improvements commence later than October 31, 2027, the date five years from the date of adoption of this ordinance, unless that deadline is extended for good cause.

**Section 8. Required Findings by the City Council.** Based upon the Project Analysis, the Council finds that:

- (a) The public improvements proposed to be paid or financed with tax allocation revenues are expected to encourage private development within the Increment Area- i.e., the private development of the Stone Creek and Downtown area, and to increase the assessed value of real property within the Increment Area;
- (b) The private development that is anticipated to occur within the Increment Area as a result of the proposed public improvements will be permitted consistent with the applicable zoning and development standards of the City, which is expected to be the permitting jurisdiction for the Increment Area;
- (c) The private development would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future without the proposed public improvements; and

- (d) The increased assessed value of taxable property within the Increment Area that could reasonably be expected to occur without the proposed public improvements would be less than the increase in the assessed value estimated to result from the proposed private development with the proposed public improvements.

**Section 9. Preparation and Consideration of Project Analysis.** As required by RCW 39.114.020(2), the Council has caused the Project Analysis, attached hereto as **Exhibit B**, to describe and analyze, among other matters, the factors and considerations listed in that statute. The Council takes note of the conclusion expressed in the Treasurer's Review Letter that the City's Project Analysis meets the requirements of Chapter 39.114 RCW. In its consideration and adoption of this ordinance, the Council has reviewed and considered, among other things, the Project Analysis and the Treasurer's Review Letter, attached hereto as **Exhibit C**, including the "Key Risks to the City" and "Recommendations" noted in the Treasurer's Review Letter.

**Section 10. Reimbursement of Expenses Incurred by County Assessor and County Treasurer.** Pursuant to RCW 39.114.020(6), the City may enter into arrangements to reimburse the County Assessor and County Treasurer for the expenses incurred by those officials in connection with the implementation and ongoing administration of the Increment Area as described in RCW 39.114.010(6)(e). Such expenses shall be a portion of the public improvement costs to be paid or reimbursed from tax allocation revenues derived from the Increment Area.

**Section 11. Public Briefings Held by the City.** As required by RCW 39.114.020(7)(a), the City has held two public briefings for the community regarding the Stone Creek and Downtown Development and the public improvements needed to serve the Increment Area. These public briefings were held on \_\_\_\_\_ 2023, and \_\_\_\_\_, 2023, and announced to the public at least two weeks prior to the date each briefing was held by publishing notice in the \_\_\_\_\_, a legal newspaper of general circulation in the City and the greater County area, and by posting information on the City's website and on all of its social media sites. Each public briefing included a description of the Increment Area, the public improvements proposed to be financed with tax allocation revenues derived from the Increment Area, and a detailed estimate of tax revenues for the participating local governments and taxing districts, including the amounts allocated to the public improvements serving the Increment Area. The City also has provided additional briefings for elected and administrative officials of the County, the Port of \_\_\_\_\_

**Section 12. Publication of Notice and Delivery of Ordinance Designating Increment Area.** Following the adoption of this ordinance, the City will publish, in the Union-Bulletin, a legal newspaper of general circulation within the jurisdiction of the City, a notice that describes the public improvements, describes the boundaries of the Increment Area, and identifies the location and times where this ordinance and other public information concerning the public improvements may be inspected. Following the adoption of this ordinance, the City will deliver a certified copy of this ordinance to the County Treasurer, the County Assessor, and the governing body of each taxing district within which the Increment Area is located.

**Section 13. General Authorization and Ratification.** The appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the tax increment financing of the public improvements serving the Increment Area contemplated in connection with this ordinance. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

**Section 14: 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.

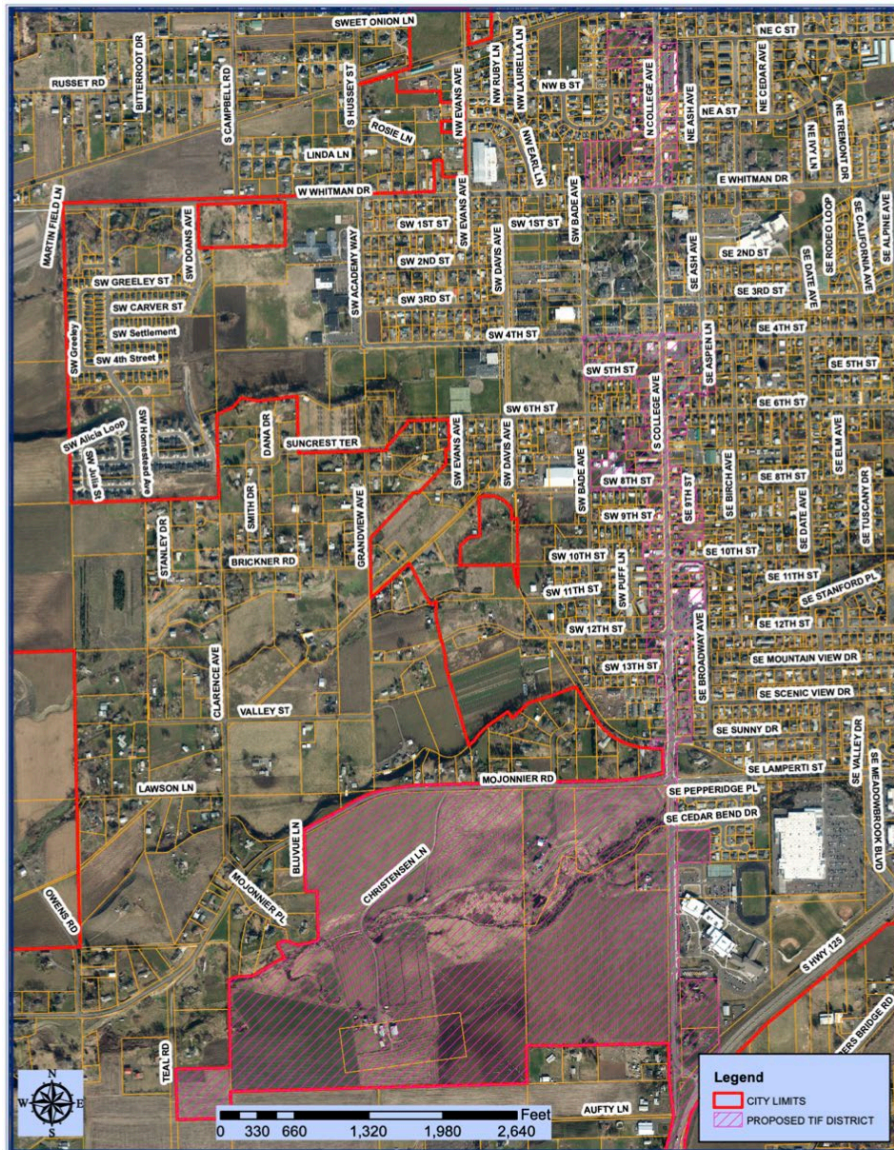
**Section 15. Severability.** The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

**Section 16. Effective Date of Ordinance.** This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

**PASSED** by the City Council of the City of College Place, Washington this \_\_\_\_ day of \_\_\_\_\_, 2023.



## Ordinance No. 23-XXX Forming College Place TIA



**Parcels in the Stone Creek and Downtown TIA, Walla Walla County WA include:**

| Parcel ID            | Appraised Land Value | Appraised Improvement Value | Total Appraised Value | Parcel ID    | Appraised Land Value | Appraised Improvement Value | Total Appraised Value | Parcel ID    | Appraised Land Value | Appraised Improvement Value | Total Appraised Value |
|----------------------|----------------------|-----------------------------|-----------------------|--------------|----------------------|-----------------------------|-----------------------|--------------|----------------------|-----------------------------|-----------------------|
| 350601230047         | \$94,410             | \$155,110                   | \$249,520             | 350726523811 | \$0                  | \$0                         | \$0                   | 350736600514 | \$39,900             | \$132,300                   | \$172,200             |
| 350735602419         | \$60,010             | \$286,820                   | \$346,830             | 350735602514 | \$65,780             | \$0                         | \$65,780              | 350726523928 | \$0                  | \$0                         | \$0                   |
| 350726523978         | \$49,140             | \$271,070                   | \$320,210             | 350736600404 | \$67,900             | \$0                         | \$67,900              | 350735601747 | \$105,500            | \$0                         | \$105,500             |
| 350726523936         | \$60,900             | \$25,100                    | \$86,000              | 350736600446 | \$61,670             | \$291,640                   | \$353,310             | 350601230032 | \$103,600            | \$240,480                   | \$344,080             |
| 350726523821         | \$61,040             | \$109,780                   | \$170,820             | 350735602413 | \$35,400             | \$0                         | \$35,400              | 350736600445 | \$77,380             | \$111,810                   | \$189,190             |
| 350736601209         | \$61,300             | \$201,810                   | \$263,110             | 350735602805 | \$61,080             | \$240,470                   | \$301,550             | 350726523932 | \$0                  | \$0                         | \$0                   |
| 350602110002         | \$0                  | \$0                         | \$0                   | 350736600417 | \$61,710             | \$298,230                   | \$359,940             | 350735601722 | \$62,070             | \$298,380                   | \$360,450             |
| 350736601211         | \$38,480             | \$221,610                   | \$260,090             | 350736601213 | \$32,060             | \$133,840                   | \$165,900             | 350736601215 | \$45,400             | \$13,800                    | \$59,200              |
| 350725570412         | \$28,400             | \$130,600                   | \$159,000             | 350735602530 | \$56,700             | \$41,810                    | \$98,510              | 350725620001 | \$28,500             | \$103,500                   | \$132,000             |
| 350726523983         | \$81,310             | \$170,110                   | \$251,420             | 350735602528 | \$0                  | \$0                         | \$0                   | 350735602427 | \$72,890             | \$0                         | \$72,890              |
| 350735601746         | \$211,700            | \$517,800                   | \$729,500             | 350726523828 | \$62,510             | \$263,060                   | \$325,570             | 350735602803 | \$61,080             | \$247,150                   | \$308,230             |
| 350736600416         | \$213,300            | \$1,003,400                 | \$1,216,700           | 350726523935 | \$0                  | \$247,010                   | \$247,010             | 350736601334 | \$397,900            | \$1,586,100                 | \$1,984,000           |
| 350736601321         | \$59,230             | \$0                         | \$59,230              | 350736600429 | \$23,970             | \$0                         | \$23,970              | 350735601723 | \$41,300             | \$312,300                   | \$353,600             |
| 350736580118         | \$61,100             | \$101,500                   | \$162,600             | 350735602420 | \$47,250             | \$265,310                   | \$312,560             | 350726523920 | \$63,820             | \$213,650                   | \$277,470             |
| 350736600418         | \$47,960             | \$201,650                   | \$249,610             | 350735602424 | \$67,910             | \$294,970                   | \$362,880             | 350735602808 | \$61,140             | \$275,910                   | \$337,050             |
| 350735601737         | \$61,570             | \$273,110                   | \$334,680             | 350736601201 | \$68,310             | \$154,330                   | \$222,640             | 350736600515 | \$37,130             | \$288,520                   | \$325,650             |
| 350726523919         | \$63,820             | \$333,100                   | \$396,920             | 350725330018 | \$204,400            | \$0                         | \$204,400             | 350735602521 | \$46,300             | \$231,200                   | \$277,500             |
| 350735440053         | \$63,010             | \$261,770                   | \$324,780             | 350725330014 | \$60,940             | \$217,130                   | \$278,070             | 350736580111 | \$62,720             | \$143,110                   | \$205,830             |
| 350735601708         | \$61,250             | \$232,110                   | \$293,360             | 350726523971 | \$66,700             | \$307,150                   | \$373,850             | 350736600507 | \$72,700             | \$154,800                   | \$227,500             |
| 350736601234         | \$44,550             | \$168,500                   | \$213,050             | 350726523918 | \$64,800             | \$290,840                   | \$355,640             | 350735602804 | \$61,080             | \$253,940                   | \$315,020             |
| 350735601703         | \$61,200             | \$274,620                   | \$335,820             | 350726523933 | \$58,850             | \$284,960                   | \$343,810             | 350736601237 | \$64,050             | \$142,550                   | \$206,600             |
| 350736600421         | \$12,600             | \$43,100                    | \$55,700              | 350736600401 | \$61,350             | \$97,500                    | \$158,850             | 350726523822 | \$61,310             | \$202,490                   | \$263,800             |
| 350735602525         | \$106,300            | \$174,500                   | \$280,800             | 350735601724 | \$30,380             | \$155,540                   | \$185,920             | 350726523970 | \$2,030              | \$0                         | \$2,030               |
| 350735602523         | \$66,000             | \$0                         | \$66,000              | 350602110005 | \$0                  | \$0                         | \$0                   | 350736601328 | \$53,760             | \$197,560                   | \$251,320             |
| 350736580115         | \$42,200             | \$3,000                     | \$45,200              | 350725570414 | \$46,200             | \$175,800                   | \$222,000             | 350736580101 | \$85,600             | \$1,418,000                 | \$1,503,600           |
| 350736601239         | \$73,000             | \$390,080                   | \$463,080             | 350735602802 | \$64,550             | \$262,480                   | \$327,030             | 350726523979 | \$19,090             | \$31,810                    | \$50,900              |
| 350735601744         | \$159,200            | \$698,200                   | \$857,400             | 350726523823 | \$0                  | \$0                         | \$0                   | 350735601725 | \$62,400             | \$0                         | \$62,400              |
| 350726523931         | \$70,700             | \$234,600                   | \$305,300             | 350736600443 | \$43,620             | \$0                         | \$43,620              | 350736600506 | \$72,600             | \$331,900                   | \$404,500             |
| 350602130001         | \$0                  | \$159,200                   | \$159,200             | 350601320073 | \$75,500             | \$0                         | \$75,500              | 350602110003 | \$158,000            | \$123,350                   | \$281,350             |
| 350725330061         | \$41,200             | \$0                         | \$41,200              | 350735440128 | \$5,090              | \$0                         | \$5,090               | 350736600523 | \$50,200             | \$10,700                    | \$60,900              |
| 350726523915         | \$52,500             | \$0                         | \$52,500              | 350735602545 | \$25,400             | \$110,100                   | \$135,500             | 350735601706 | \$33,800             | \$131,600                   | \$165,400             |
| 350735602807         | \$62,570             | \$248,120                   | \$310,690             | 350725570105 | \$54,200             | \$258,700                   | \$312,900             | 350735601728 | \$30,380             | \$137,180                   | \$167,560             |
| 350735601727         | \$30,780             | \$248,370                   | \$279,150             | 350725570107 | \$8,500              | \$0                         | \$8,500               | 350736601329 | \$61,060             | \$303,670                   | \$364,730             |
| 350736580116         | \$75,100             | \$215,100                   | \$290,200             | 350726523934 | \$49,000             | \$237,200                   | \$286,200             | 350726523810 | \$62,210             | \$10,200                    | \$72,410              |
| 350602230040         | \$259,700            | \$0                         | \$259,700             | 350735602544 | \$35,400             | \$199,090                   | \$234,490             | 350736601333 | \$163,700            | \$121,000                   | \$284,700             |
| 350726523843         | \$9,870              | \$0                         | \$9,870               | 350736600513 | \$0                  | \$0                         | \$0                   | 350725570413 | \$73,600             | \$639,000                   | \$712,600             |
| 350726523927         | \$69,500             | \$397,890                   | \$467,390             | 350736600406 | \$61,990             | \$229,560                   | \$291,550             | 350726523926 | \$68,630             | \$118,210                   | \$186,840             |
| 350736601203         | \$68,310             | \$152,680                   | \$220,990             | 350725330063 | \$54,100             | \$1,143,250                 | \$1,197,350           | 350726523925 | \$68,040             | \$159,700                   | \$227,740             |
| 350725620002         | \$28,100             | \$98,700                    | \$126,800             | 350735602809 | \$49,800             | \$434,130                   | \$483,930             | 350726523972 | \$4,860              | \$0                         | \$4,860               |
| 350725570109         | \$20,300             | \$93,400                    | \$113,700             | 350725330062 | \$98,100             | \$64,000                    | \$162,100             | 350736600403 | \$67,900             | \$456,500                   | \$524,400             |
| 350735602411         | \$88,100             | \$762,300                   | \$850,400             | 350736601208 | \$0                  | \$0                         | \$0                   | 350735602412 | \$60,930             | \$113,350                   | \$174,280             |
| 350736600408         | \$46,240             | \$252,560                   | \$298,800             | 350735601704 | \$62,020             | \$269,000                   | \$331,020             | 350736600407 | \$27,840             | \$174,020                   | \$201,860             |
| 350736600444         | \$41,320             | \$269,450                   | \$310,770             | 350735440061 | \$87,000             | \$573,090                   | \$660,090             | 350735602417 | \$54,300             | \$593,800                   | \$648,100             |
| 350736601210         | \$53,400             | \$64,100                    | \$117,500             | 350725570111 | \$37,800             | \$121,500                   | \$159,300             | 350726523969 | \$53,840             | \$262,020                   | \$315,860             |
| 350602120006         | \$0                  | \$0                         | \$0                   | 350735602541 | \$12,150             | \$0                         | \$12,150              | 350726523901 | \$63,820             | \$302,180                   | \$366,000             |
| 350736600437         | \$63,470             | \$247,980                   | \$311,450             | 350602110004 | \$222,470            | \$470,610                   | \$693,080             | 350735601701 | \$104,000            | \$284,800                   | \$388,800             |
| 350735601748         | \$71,800             | \$271,760                   | \$343,560             | 350726523842 | \$66,260             | \$257,800                   | \$324,060             | 350735601726 | \$30,800             | \$157,550                   | \$188,350             |
| 350736601212         | \$61,820             | \$334,890                   | \$396,710             | 350735440027 | \$40,090             | \$216,550                   | \$256,640             | 350735601729 | \$112,500            | \$391,400                   | \$503,900             |
| 350736601322         | \$61,210             | \$0                         | \$61,210              | 350735602519 | \$48,600             | \$189,590                   | \$238,190             | 350726523817 | \$61,860             | \$112,740                   | \$174,600             |
| 350735602410         | \$175,600            | \$1,707,000                 | \$1,882,600           | 350736580109 | \$62,810             | \$250,600                   | \$313,410             | 350735602426 | \$20,760             | \$54,630                    | \$75,390              |
| 350736580106         | \$66,500             | \$0                         | \$66,500              | 350736580113 | \$62,700             | \$19,100                    | \$81,800              | 350735601741 | \$18,590             | \$0                         | \$18,590              |
| 350735602414         | \$66,700             | \$605,220                   | \$671,920             | 350726523982 | \$0                  | \$0                         | \$0                   | 350601220067 | \$94,860             | \$0                         | \$94,860              |
| Total Assessed Value |                      |                             |                       |              |                      |                             |                       |              |                      | \$22,446,010                |                       |



**Exhibit B: Stone Creek and Downtown Project Analysis**

**Exhibit C: Office of State Treasurer Project Analysis Review Letter**



[illegible]

0 330 660 1,320 1,980 2,640 Feet

### Legend

-  CITY LIMITS  
 PROPOSED TIF DISTRICT



# CITY OF COLLEGE PLACE



## Tax Increment Financing

*In Association with:*



☎ 206.999.1099  
✉ [Bob@stowedes.com](mailto:Bob@stowedes.com) | 🌐 [www.Stowedes.com](http://www.Stowedes.com)  
15117 Main Street, Suite 205 PMB #131  
Mill Creek, WA 98012

# Tax Increment Financing

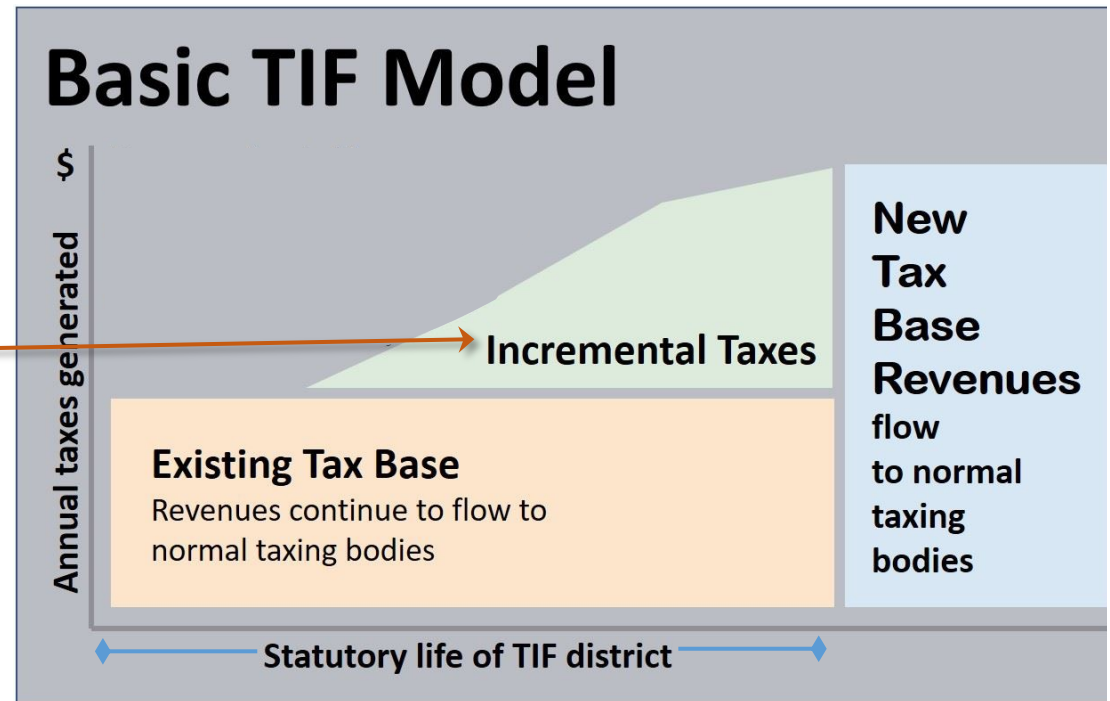
## Model

*Generally, TIF captures property taxes generated from the increased assessed valuation on the site that results from private development following infrastructure investment.*

*Washington State TIF law excludes State property tax and voter approved school levies.*

Revenues from **REGULAR** property taxes assessed against the **Increment Value** only, are captured:

- ✓ To pay “public improvement costs”
- ✓ To **repay bonds** issued for “public improvements”



# Overview of Tax Increment Financing

## SUMMARY

- Available to cities, counties, and ports.
- Powerful economic development tool.
- Designed for specific project/site – Not build infrastructure and hope/wait for development.
- Projects will not occur “but for” the public investment in infrastructure – “But-For” Requirement
- Results in creation of new assessed value, public benefits, construction of desired development and short/long-term jobs.
- Taxes from the development fund the public infrastructure needed by the development; no impact on individual property owners.
- **NOT A NEW TAX**

# Overview of Tax Increment financing

## KEY ELEMENTS

City, county, or port adopts an ordinance designating increment area, and identifying the public improvements to be financed, and whether bonds will be issued. Limitations:

- No more than two active increment areas per sponsoring jurisdiction and they may not overlap.
- Increment areas may not total more than \$200 million in assessed valuation, or more than 20% of the total assessed valuation of the sponsoring jurisdiction, whichever is less.
- Cannot add additional public improvements or change the boundary of the increment area once adopted.
- Must include a deadline by when construction of public improvements will begin.
- The local government may only receive TIF revenues for the period of time necessary to pay the costs of the public improvements.
- If the local government finances the public improvements, the increment area must be retired no more than 25 years after the adoption of the ordinance designating the increment area.

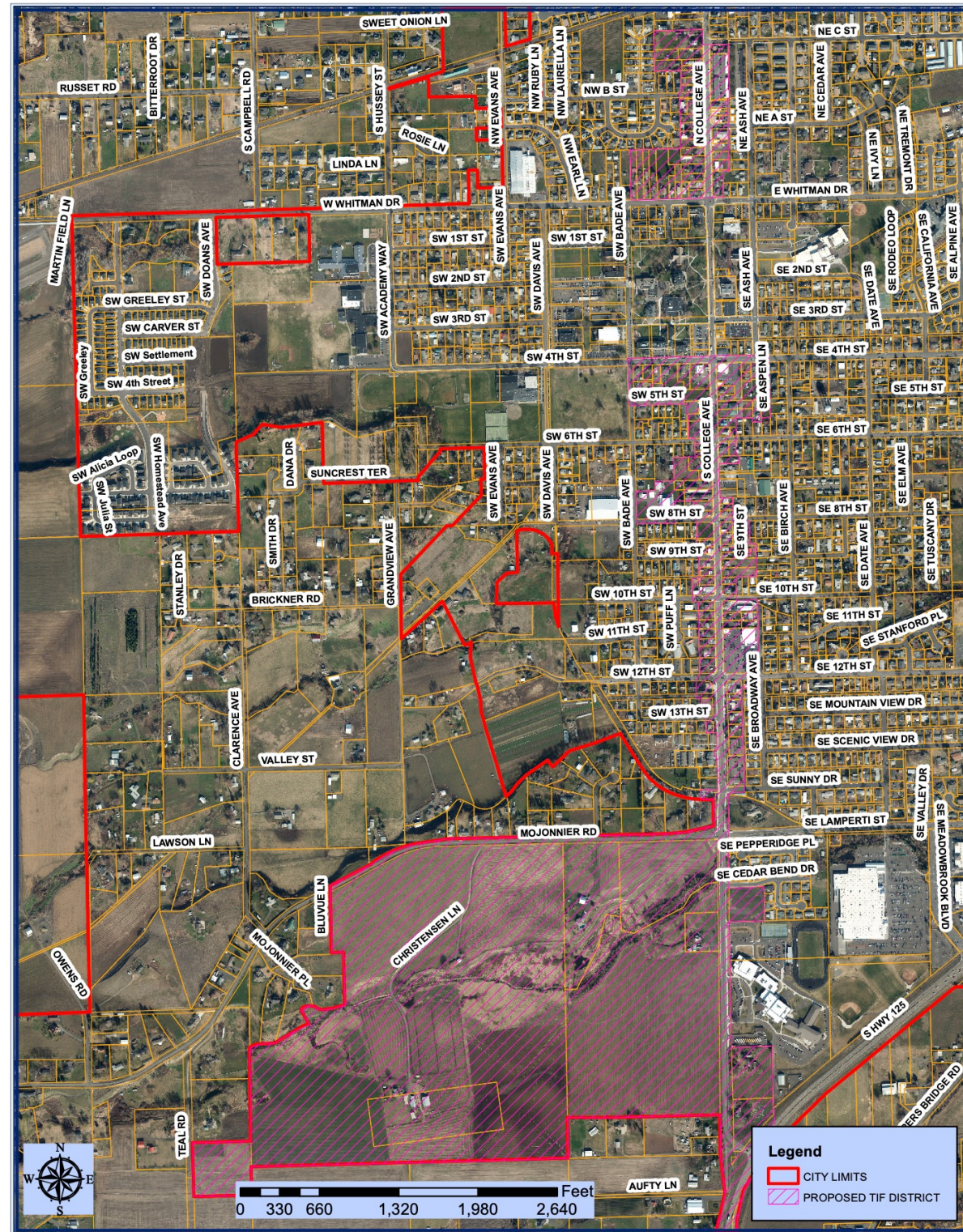
# Infrastructure Needs

|                                                              |                            |
|--------------------------------------------------------------|----------------------------|
| • <b>Mojonnier Road:</b>                                     | <b>TIF Cost: \$4.3M</b>    |
| • <b>East-West Road:</b>                                     | <b>TIF Cost: \$1.936M</b>  |
| • <b>Signalization at College Avenue and East/West Road:</b> | <b>TIF Cost: \$550K</b>    |
| • <b>Downtown Parking Lots:</b>                              | <b>TIF Cost: \$1.4M</b>    |
| <br><b>TOTAL</b>                                             | <br><b>\$8.186 MILLION</b> |



# Tax Increment Area (TIA)

- TIA: 259 Acres
- AV: \$43 Million





# TIA LEVY: 4.1703

| Levy Code Area 74       | 2022 Taxes Rates | Exempt: State Schools | Exempt: Excess and Other Levies | Available for TIF allocation |
|-------------------------|------------------|-----------------------|---------------------------------|------------------------------|
| Total                   | \$11.6779        | \$2.8308              | \$4.6769                        | \$4.1703                     |
| State                   |                  |                       |                                 |                              |
| Part 1                  | \$1.83965        | \$1.8397              |                                 | \$0.0000                     |
| Part 2                  | \$0.99115        | \$0.9911              |                                 | \$0.0000                     |
| County                  |                  |                       |                                 |                              |
| Regular_Current Expense | \$1.20642        |                       |                                 | \$1.2064                     |
| Regular_Veterans Aid    | \$0.01560        |                       |                                 | \$0.0156                     |
| Regular_Mental Health   | \$0.02500        |                       |                                 | \$0.0250                     |
| Port                    |                  |                       |                                 |                              |
| General Fund            | \$0.29279        |                       |                                 | \$0.2928                     |
| Bond Fund               |                  |                       | \$0.00000                       | \$0.0000                     |
| City of College Place   |                  |                       |                                 |                              |
| Regular Levy            | \$1.75704        |                       |                                 | \$1.7570                     |
| City Bond               | \$0.54596        |                       | \$0.54596                       | \$0.0000                     |
| EMS                     |                  |                       |                                 |                              |
| Regular Levy            | \$0.44688        |                       |                                 | \$0.4469                     |
| School                  |                  |                       |                                 |                              |
| #250 Enrichment         | \$1.85621        |                       | \$1.85621                       | \$0.0000                     |
| #250 Bond               | \$1.85621        |                       | \$1.85621                       | \$0.0000                     |
| #250 Capital            | \$0.41849        |                       | \$0.41849                       | \$0.0000                     |
| Library District        |                  |                       |                                 |                              |
| Regular Levy            | \$0.42655        |                       |                                 | \$0.4265                     |
| Bond Levy               |                  |                       | \$0.00000                       | \$0.0000                     |

# Private Development

| Phase 1 - North            | Value Per Unit | Number of Units | Start Year | Build-Out/Years | Total Value          |
|----------------------------|----------------|-----------------|------------|-----------------|----------------------|
| SF Homes - 5,200 Lot       | \$676,554      | 130             | 2024       | 4 years         | \$87,952,020         |
| SF Homes - 7,800 Lot       | \$817,148      | 44              | 2026       | 2 years         | \$35,954,512         |
| <b>Sub-Total</b>           |                |                 |            |                 | <b>\$123,906,532</b> |
| <b>Phase 2 - South</b>     |                |                 |            |                 |                      |
| Row Homes                  | \$448,880      | 50              | 2030       | 2 years         | \$22,444,000         |
| Cottage BTR                | \$448,880      | 37              | 2032       | 2 years         | \$16,608,560         |
| SF Homes- 3850 Lot         | \$524,635      | 24              | 2029       | 3 years         | \$12,591,240         |
| SF Homes - 5720 Lot        | \$676,554      | 58              | 2030       | 2 years         | \$39,240,132         |
| SF Homes - 8640 Lot        | \$817,148      | 20              | 2031       | 2 years         | \$16,342,960         |
| <b>Sub-Total</b>           |                |                 |            |                 | <b>\$107,226,892</b> |
| <b>Phase 3</b>             |                |                 |            |                 |                      |
| Apartments (Market)        | \$225,000      | 176             | 2034       | 2 years         | \$39,600,000         |
| Apartments (Workforce)     | \$175,000      | 120             | 2036       | 2 years         | \$21,000,000         |
| <b>Sub-Total</b>           |                |                 |            |                 | <b>\$60,600,000</b>  |
| <b>Phase 4</b>             |                |                 |            |                 |                      |
| Senior Housing             | \$200,000      | 170             | 2038       | 2 years         | \$34,000,000         |
| <b>Sub-Total</b>           |                |                 |            |                 | <b>\$34,000,000</b>  |
| <b>McKiernan</b>           |                |                 |            |                 |                      |
| Hotel (Rooms)              | \$150,000      | 200             | 2026       | 2 years         | \$30,000,000         |
| Retail - Large Format (SF) | \$150          | 200,000         | 2030       | 4 years         | \$30,000,000         |
| Retail/Restaurant (SF)     | \$325          | 80,000          | 2026       | 10 years        | \$26,000,000         |
| <b>Sub-Total</b>           |                |                 |            |                 | <b>\$86,000,000</b>  |
| <b>Downtown</b>            |                |                 |            |                 |                      |
| Retail/Restaurant (SF)     | \$325          | 10,000          | 2024       | 5 years         | \$3,250,000          |
| <b>Sub-Total</b>           |                |                 |            |                 | <b>\$3,250,000</b>   |
| <b>TOTAL</b>               |                |                 |            |                 | <b>\$414,983,424</b> |

Source: Stowe Development & Strategies; Values Per Unit for Phase 1 and 2 provided by Lakeside Capital Group/John Burns Real Estate Consulting

# Private Development

Draft and Subject to Change

## SITE INFORMATION:

**Total Site Area** 131.0 acres  
**Public R.O.W.** 22.9 acres  
**Ded. Park Space** 27.2 acres

**Total Units** 659

## Residential Neighborhoods:

### Mixed Single Family North

52' x 100' Single Family 130  
 72' x 120' Single Family 44

### Mixed Single Family South

35' x 110' Single Family 24  
 52' x 110' Single Family 58  
 72' x 120' Single Family 20

### Townhome

Row Homes 50

### Cottages

Build to Rent 37

### Market Multifamily

Elevator Apartments 176

### Workforce Multifamily

Rental Apartments 120

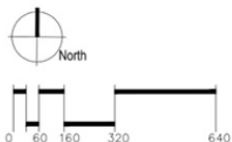
### Senior Village

8.5 acres

## McKIERNAN PROPERTY:

### Commercial

Lot 1 - 8.7 acres  
 Lot 2 - 33.5 acres  
 Lot 3 - 1.0 acres  
 Lot 4 - 1.0 acres  
 Lot 5 - 1.0 acres



Conceptual Site Plan  
 Stone Creek Neighborhood  
 College Station, Washington

Date: December 14, 2022



# Debt Capacity

|                                               | 2022          | 2023               |
|-----------------------------------------------|---------------|--------------------|
| Assessed Valuation for 2022/2023 Collections  | \$907,140,360 | \$1,070,059,643    |
| Non-Voted Debt Capacity (1.5% of AV)          | \$13,607,105  | \$16,050,895       |
| <i>Less: Outstanding Non-Voted Debt</i>       | \$4,138,800   | \$3,877,052        |
| New Non-Voted Debt                            | \$9,468,305   | \$12,173,843       |
| <i>Less: Financing Proposed</i>               |               | \$8,186,000        |
| <b>Projected Remaining Non-Voted Capacity</b> |               | <b>\$3,987,843</b> |

Source: Stowe Development & Strategies & City of College Place, 2023



# Potential TIF Revenue: Base Scenario

## **Baseline**

- Represents Full Development

## **Alternative 1**

- **Extends the Build-Out/Year for All Development by 2X; and,**
- **Reduce Single-Family Home valuation developed by 20 percent.**

## **Alternative 2**

- **Extend Build-Out/Year for All Development by 2X;**
- **Reduce Single-Family Home Value by 30 percent;**
- **Reduce Senior Housing by 50 percent; and,**
- **Hotel Development Only on McKiernan Parcel.**



# Potential TIF Revenue: Base Scenario

| 4.50% Discount Rate |              |               |               |
|---------------------|--------------|---------------|---------------|
|                     | Baseline     | Alternative 1 | Alternative 2 |
| College Place       | \$7,130,000  | \$5,800,000   | \$4,150,000   |
| Walla Walla County  | \$5,150,000  | \$4,190,000   | \$3,000,000   |
| Port of Walla Walla | \$1,190,000  | \$970,000     | \$690,000     |
| EMS                 | \$1,820,000  | \$1,480,000   | \$1,060,000   |
| Library             | \$1,730,000  | \$1,410,000   | \$1,010,000   |
| Total               | \$17,020,000 | \$13,850,000  | \$9,910,000   |

| 5.00% Discount Rate |              |               |               |
|---------------------|--------------|---------------|---------------|
|                     | Baseline     | Alternative 1 | Alternative 2 |
| College Place       | \$6,640,000  | \$5,380,000   | \$3,850,000   |
| Walla Walla County  | \$4,800,000  | \$3,890,000   | \$2,780,000   |
| Port of Walla Walla | \$1,110,000  | \$900,000     | \$640,000     |
| EMS                 | \$1,690,000  | \$1,370,000   | \$980,000     |
| Library             | \$1,610,000  | \$1,310,000   | \$930,000     |
| Total               | \$15,850,000 | \$12,850,000  | \$9,180,000   |

Source: ECONorthwest, 2023

# Additional Taxes

|                                    | Baseline     | Alternative 1 | Alternative 2 |
|------------------------------------|--------------|---------------|---------------|
| Sales Tax                          | \$14,840,000 | \$13,170,000  | \$2,020,000   |
| B&O Tax                            | \$580,000    | \$550,000     | \$150,000     |
| Utility Tax                        | \$1,590,000  | \$1,430,000   | \$1,140,000   |
| Criminal Justice and Public Safety | \$1,210,000  | \$1,100,000   | \$1,010,000   |
| State Shared                       | \$1,400,000  | \$1,260,000   | \$1,160,000   |
| REET                               | \$1,480,000  | \$1,260,000   | \$920,000     |
| Hotel Motel                        | \$580,000    | \$500,000     | \$500,000     |
| Total                              | \$21,680,000 | \$19,270,000  | \$6,900,000   |

Source: ECONorthwest calculations, 2023

# Jobs

## Construction – One-Time

|                              | <b>Baseline</b> | <b>Alt 1</b> | <b>Alt 2</b> |
|------------------------------|-----------------|--------------|--------------|
| <b>Construction Jobs</b>     | <b>1,130</b>    | <b>1,030</b> | <b>770</b>   |
| <b>Investment (millions)</b> | <b>\$311</b>    | <b>\$282</b> | <b>\$211</b> |

Source: ECONorthwest calculations and Office of Financial Management Input/Output Model, 2022.

## On-Going

| <b>Employment Uses</b>     | <b>Jobs: Baseline</b> | <b>Jobs: Alt 1</b> | <b>Jobs: Alt 2</b> | <b>Mean SqFt/Work</b> |
|----------------------------|-----------------------|--------------------|--------------------|-----------------------|
| Retail and Food & Beverage | 230                   | 230                | 0                  | 750-1,500             |
| Hotel                      | 40                    | 40                 | 40                 | 2,200                 |
| <b>Total Jobs</b>          | <b>270</b>            | <b>270</b>         | <b>40</b>          |                       |

Source: 2018 CBECS, Table B1. Summary table: total and means of floorspace, number of workers, and hours of operation, 2018 (Release date: September 2021)

# AV Growth With and Without TIF

| Assessment Year | 2023 | 2028          | 2033          | 2038          | 2043          | 2048          |
|-----------------|------|---------------|---------------|---------------|---------------|---------------|
| Baseline        | \$0  | \$184,174,000 | \$397,375,000 | \$602,661,000 | \$749,635,000 | \$858,537,000 |
| Alternative 1   | \$0  | \$118,557,000 | \$316,867,000 | \$488,655,000 | \$682,738,000 | \$781,922,000 |
| Alternative 2   | \$0  | \$66,052,000  | \$210,713,000 | \$358,625,000 | \$509,824,000 | \$583,887,000 |
| No TiF          | \$0  | \$37,345,000  | \$79,037,000  | \$121,391,000 | \$146,974,000 | \$168,325,000 |

Source: ECONorthwest calculations, 2023

Note: Based on 75% fewer housing units and no commercial components

# Level Debt - \$8,186,000

| Year | Debt Payment | Year | Debt Payment |
|------|--------------|------|--------------|
| 2023 |              | 2036 | \$629,308    |
| 2024 | \$629,308    | 2037 | \$629,308    |
| 2025 | \$629,308    | 2038 | \$629,308    |
| 2026 | \$629,308    | 2039 | \$629,308    |
| 2027 | \$629,308    | 2040 | \$629,308    |
| 2028 | \$629,308    | 2041 | \$629,308    |
| 2029 | \$629,308    | 2042 | \$629,308    |
| 2030 | \$629,308    | 2043 | \$629,308    |
| 2031 | \$629,308    | 2044 |              |
| 2032 | \$629,308    | 2045 |              |
| 2033 | \$629,308    | 2046 |              |
| 2034 | \$629,308    | 2047 |              |
| 2035 | \$629,308    |      |              |

Source: ECONorthwest calculations



# Level Debt – Each Scenario

| TIF Allocation Revenues    |      |             |               |               |               |               |               |               |               |             |             |             |             |
|----------------------------|------|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-------------|-------------|-------------|-------------|
|                            | 2023 | 2024        | 2025          | 2026          | 2027          | 2028          | 2029          | 2030          | 2031          | 2032        | 2033        | 2034        | 2035        |
| Baseline                   |      |             |               |               |               |               |               |               |               |             |             |             |             |
| TIF Revenues               | \$0  | \$0         | \$100,000     | \$200,000     | \$430,000     | \$660,000     | \$660,000     | \$690,000     | \$890,000     | \$1,120,000 | \$1,230,000 | \$1,320,000 | \$1,420,000 |
| TIF Debt Service           | \$0  | \$630,000   | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000   | \$630,000   | \$630,000   | \$630,000   |
| Annual Surplus/Deficit     | \$0  | (\$630,000) | (\$530,000)   | (\$430,000)   | (\$200,000)   | \$30,000      | \$30,000      | \$60,000      | \$260,000     | \$490,000   | \$600,000   | \$690,000   | \$790,000   |
| Cumulative Surplus/Deficit | \$0  | (\$630,000) | (\$1,160,000) | (\$1,590,000) | (\$1,790,000) | (\$1,760,000) | (\$1,730,000) | (\$1,670,000) | (\$1,410,000) | (\$920,000) | (\$320,000) | \$370,000   | \$1,160,000 |

| TIF Allocation Revenues    |             |             |             |             |             |             |             |              |              |              |              |              |              |
|----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|
|                            | 2036        | 2037        | 2038        | 2039        | 2040        | 2041        | 2042        | 2043         | 2044         | 2045         | 2046         | 2047         | 2048         |
| TIF Revenues               | \$1,520,000 | \$1,590,000 | \$1,670,000 | \$1,840,000 | \$2,020,000 | \$2,040,000 | \$2,060,000 | \$2,080,000  | \$2,110,000  | \$2,130,000  | \$2,150,000  | \$2,170,000  | \$2,200,000  |
| TIF Debt Service           | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000    | \$0          | \$0          | \$0          | \$0          | \$0          |
| Annual Surplus/Deficit     | \$890,000   | \$960,000   | \$1,040,000 | \$1,210,000 | \$1,390,000 | \$1,410,000 | \$1,430,000 | \$1,450,000  | \$2,110,000  | \$2,130,000  | \$2,150,000  | \$2,170,000  | \$2,200,000  |
| Cumulative Surplus/Deficit | \$2,050,000 | \$3,010,000 | \$4,050,000 | \$5,260,000 | \$6,650,000 | \$8,060,000 | \$9,490,000 | \$10,940,000 | \$13,050,000 | \$15,180,000 | \$17,330,000 | \$19,500,000 | \$21,700,000 |

| TIF Allocation Revenues    |      |             |               |               |               |               |               |               |               |               |               |               |               |
|----------------------------|------|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                            | 2023 | 2024        | 2025          | 2026          | 2027          | 2028          | 2029          | 2030          | 2031          | 2032          | 2033          | 2034          | 2035          |
| Alternative 1              |      |             |               |               |               |               |               |               |               |               |               |               |               |
| TIF Revenues               | \$0  | \$0         | \$110,000     | \$120,000     | \$230,000     | \$260,000     | \$430,000     | \$540,000     | \$760,000     | \$800,000     | \$880,000     | \$1,050,000   | \$1,150,000   |
| TIF Debt Service           | \$0  | \$630,000   | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     |
| Annual Surplus/Deficit     | \$0  | (\$630,000) | (\$520,000)   | (\$510,000)   | (\$400,000)   | (\$370,000)   | (\$200,000)   | (\$90,000)    | \$130,000     | \$170,000     | \$250,000     | \$420,000     | \$520,000     |
| Cumulative Surplus/Deficit | \$0  | (\$630,000) | (\$1,150,000) | (\$1,660,000) | (\$2,060,000) | (\$2,430,000) | (\$2,630,000) | (\$2,720,000) | (\$2,590,000) | (\$2,420,000) | (\$2,170,000) | (\$1,750,000) | (\$1,230,000) |

| TIF Allocation Revenues    |             |             |             |             |             |             |             |             |             |              |              |              |              |
|----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|
|                            | 2036        | 2037        | 2038        | 2039        | 2040        | 2041        | 2042        | 2043        | 2044        | 2045         | 2046         | 2047         | 2048         |
| TIF Revenues               | \$1,220,000 | \$1,290,000 | \$1,370,000 | \$1,490,000 | \$1,620,000 | \$1,750,000 | \$1,880,000 | \$1,900,000 | \$1,920,000 | \$1,940,000  | \$1,960,000  | \$1,980,000  | \$2,000,000  |
| TIF Debt Service           | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$0         | \$0          | \$0          | \$0          | \$0          |
| Annual Surplus/Deficit     | \$590,000   | \$660,000   | \$740,000   | \$860,000   | \$990,000   | \$1,120,000 | \$1,250,000 | \$1,270,000 | \$1,920,000 | \$1,940,000  | \$1,960,000  | \$1,980,000  | \$2,000,000  |
| Cumulative Surplus/Deficit | (\$640,000) | \$20,000    | \$760,000   | \$1,620,000 | \$2,610,000 | \$3,730,000 | \$4,980,000 | \$6,250,000 | \$8,170,000 | \$10,110,000 | \$12,070,000 | \$14,050,000 | \$16,050,000 |

| TIF Allocation Revenues    |      |             |               |               |               |               |               |               |               |               |               |               |               |
|----------------------------|------|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
|                            | 2023 | 2024        | 2025          | 2026          | 2027          | 2028          | 2029          | 2030          | 2031          | 2032          | 2033          | 2034          | 2035          |
| Alternative 2              |      |             |               |               |               |               |               |               |               |               |               |               |               |
| TIF Revenues               | \$0  | \$0         | \$50,000      | \$100,000     | \$140,000     | \$180,000     | \$240,000     | \$330,000     | \$460,000     | \$560,000     | \$600,000     | \$700,000     | \$830,000     |
| TIF Debt Service           | \$0  | \$630,000   | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     |
| Annual Surplus/Deficit     | \$0  | (\$630,000) | (\$580,000)   | (\$530,000)   | (\$490,000)   | (\$450,000)   | (\$390,000)   | (\$300,000)   | (\$170,000)   | (\$70,000)    | (\$30,000)    | \$70,000      | \$200,000     |
| Cumulative Surplus/Deficit | \$0  | (\$630,000) | (\$1,210,000) | (\$1,740,000) | (\$2,230,000) | (\$2,680,000) | (\$3,070,000) | (\$3,370,000) | (\$3,540,000) | (\$3,610,000) | (\$3,640,000) | (\$3,570,000) | (\$3,370,000) |

| TIF Allocation Revenues    |               |               |               |               |               |             |             |             |             |             |             |             |             |
|----------------------------|---------------|---------------|---------------|---------------|---------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|                            | 2036          | 2037          | 2038          | 2039          | 2040          | 2041        | 2042        | 2043        | 2044        | 2045        | 2046        | 2047        | 2048        |
| TIF Revenues               | \$890,000     | \$940,000     | \$1,000,000   | \$1,100,000   | \$1,200,000   | \$1,300,000 | \$1,400,000 | \$1,420,000 | \$1,430,000 | \$1,450,000 | \$1,460,000 | \$1,480,000 | \$1,490,000 |
| TIF Debt Service           | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000   | \$630,000   | \$630,000   | \$0         | \$0         | \$0         | \$0         | \$0         |
| Annual Surplus/Deficit     | \$260,000     | \$310,000     | \$370,000     | \$470,000     | \$570,000     | \$670,000   | \$770,000   | \$790,000   | \$1,430,000 | \$1,450,000 | \$1,460,000 | \$1,480,000 | \$1,490,000 |
| Cumulative Surplus/Deficit | (\$3,110,000) | (\$2,800,000) | (\$2,430,000) | (\$1,960,000) | (\$1,390,000) | (\$720,000) | \$50,000    | \$840,000   | \$2,270,000 | \$3,720,000 | \$5,180,000 | \$6,660,000 | \$8,150,000 |

# Split Debt - Alternative 1

\$4.3M in 2024 & \$3.886M By 2028

| TIF Allocation Revenues    |      |             |             |             |             |               |               |               |               |               |             |             |             |
|----------------------------|------|-------------|-------------|-------------|-------------|---------------|---------------|---------------|---------------|---------------|-------------|-------------|-------------|
|                            | 2023 | 2024        | 2025        | 2026        | 2027        | 2028          | 2029          | 2030          | 2031          | 2032          | 2033        | 2034        | 2035        |
| TIF Revenues               | \$0  | \$0         | \$110,000   | \$120,000   | \$230,000   | \$260,000     | \$430,000     | \$540,000     | \$760,000     | \$800,000     | \$880,000   | \$1,050,000 | \$1,150,000 |
| TIF Debt Service           | \$0  | \$330,000   | \$330,000   | \$330,000   | \$330,000   | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000     | \$630,000   | \$630,000   | \$630,000   |
| Annual Surplus/Deficit     | \$0  | (\$330,000) | (\$220,000) | (\$210,000) | (\$100,000) | (\$370,000)   | (\$200,000)   | (\$90,000)    | \$130,000     | \$170,000     | \$250,000   | \$420,000   | \$520,000   |
| Cumulative Surplus/Deficit | \$0  | (\$330,000) | (\$550,000) | (\$760,000) | (\$860,000) | (\$1,230,000) | (\$1,430,000) | (\$1,520,000) | (\$1,390,000) | (\$1,220,000) | (\$970,000) | (\$550,000) | (\$30,000)  |

| TIF Allocation Revenues    |             |             |             |             |             |             |             |             |             |              |              |              |              |
|----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|--------------|
|                            | 2036        | 2037        | 2038        | 2039        | 2040        | 2041        | 2042        | 2043        | 2044        | 2045         | 2046         | 2047         | 2048         |
| TIF Revenues               | \$1,220,000 | \$1,290,000 | \$1,370,000 | \$1,490,000 | \$1,620,000 | \$1,750,000 | \$1,880,000 | \$1,900,000 | \$1,920,000 | \$1,940,000  | \$1,960,000  | \$1,980,000  | \$2,000,000  |
| TIF Debt Service           | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$630,000   | \$300,000   | \$300,000    | \$300,000    | \$300,000    | \$0          |
| Annual Surplus/Deficit     | \$590,000   | \$660,000   | \$740,000   | \$860,000   | \$990,000   | \$1,120,000 | \$1,250,000 | \$1,270,000 | \$1,620,000 | \$1,640,000  | \$1,660,000  | \$1,680,000  | \$2,000,000  |
| Cumulative Surplus/Deficit | \$560,000   | \$1,220,000 | \$1,960,000 | \$2,820,000 | \$3,810,000 | \$4,930,000 | \$6,180,000 | \$7,450,000 | \$9,070,000 | \$10,710,000 | \$12,370,000 | \$14,050,000 | \$16,050,000 |

Source: ECONorthwest, 2023

7 years of Deficits; \$2.7 to \$1.5M

## Full Debt – No Split & Interest Only for 5 Years

| TIF Allocation Revenues    |      |             |             |             |               |               |               |               |               |               |               |               |             |
|----------------------------|------|-------------|-------------|-------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-------------|
|                            | 2023 | 2024        | 2025        | 2026        | 2027          | 2028          | 2029          | 2030          | 2031          | 2032          | 2033          | 2034          | 2035        |
| TIF Revenues               | \$0  | \$0         | \$110,000   | \$120,000   | \$230,000     | \$260,000     | \$430,000     | \$540,000     | \$760,000     | \$800,000     | \$880,000     | \$1,050,000   | \$1,150,000 |
| TIF Debt Service           | \$0  | \$370,000   | \$370,000   | \$370,000   | \$370,000     | \$370,000     | \$760,000     | \$760,000     | \$760,000     | \$760,000     | \$760,000     | \$760,000     | \$760,000   |
| Annual Surplus/Deficit     | \$0  | (\$370,000) | (\$260,000) | (\$250,000) | (\$140,000)   | (\$110,000)   | (\$330,000)   | (\$220,000)   | \$0           | \$40,000      | \$120,000     | \$290,000     | \$390,000   |
| Cumulative Surplus/Deficit | \$0  | (\$370,000) | (\$630,000) | (\$880,000) | (\$1,020,000) | (\$1,130,000) | (\$1,460,000) | (\$1,680,000) | (\$1,680,000) | (\$1,640,000) | (\$1,520,000) | (\$1,230,000) | (\$840,000) |

| TIF Allocation Revenues    |             |             |             |             |             |             |             |             |             |             |              |              |              |
|----------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|
|                            | 2036        | 2037        | 2038        | 2039        | 2040        | 2041        | 2042        | 2043        | 2044        | 2045        | 2046         | 2047         | 2048         |
| TIF Revenues               | \$1,220,000 | \$1,290,000 | \$1,370,000 | \$1,490,000 | \$1,620,000 | \$1,750,000 | \$1,880,000 | \$1,900,000 | \$1,920,000 | \$1,940,000 | \$1,960,000  | \$1,980,000  | \$2,000,000  |
| TIF Debt Service           | \$760,000   | \$760,000   | \$760,000   | \$760,000   | \$760,000   | \$760,000   | \$760,000   | \$730,000   | \$0         | \$0         | \$0          | \$0          | \$0          |
| Annual Surplus/Deficit     | \$460,000   | \$530,000   | \$610,000   | \$730,000   | \$860,000   | \$990,000   | \$1,120,000 | \$1,170,000 | \$1,920,000 | \$1,940,000 | \$1,960,000  | \$1,980,000  | \$2,000,000  |
| Cumulative Surplus/Deficit | (\$380,000) | \$150,000   | \$760,000   | \$1,490,000 | \$2,350,000 | \$3,340,000 | \$4,460,000 | \$5,630,000 | \$7,550,000 | \$9,490,000 | \$11,450,000 | \$13,430,000 | \$15,430,000 |

Source: ECONorthwest, 2023

7 years of Deficits; \$2.7 to \$1.7M

# Additional Taxes & Interest Only

| TIF Allocation Revenues |             |             |             |             |             |             |             |             |             |             |             |             |             |
|-------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|                         | 2023        | 2024        | 2025        | 2026        | 2027        | 2028        | 2029        | 2030        | 2031        | 2032        | 2033        | 2034        | 2035        |
| Alternative 1           |             |             |             |             |             |             |             |             |             |             |             |             |             |
| TIF Surplus/Deficit     | \$0         | (\$630,000) | (\$520,000) | (\$510,000) | (\$400,000) | (\$370,000) | (\$200,000) | (\$90,000)  | \$130,000   | \$170,000   | \$250,000   | \$420,000   | \$520,000   |
| Additional Taxes        | \$0         | \$130,000   | \$110,000   | \$150,000   | \$210,000   | \$370,000   | \$490,000   | \$650,000   | \$610,000   | \$610,000   | \$870,000   | \$970,000   | \$990,000   |
| Surplus/Deficit         | \$0         | (\$500,000) | (\$410,000) | (\$360,000) | (\$190,000) | \$0         | \$290,000   | \$560,000   | \$740,000   | \$780,000   | \$1,120,000 | \$1,390,000 | \$1,510,000 |
| Assessment Year         |             |             |             |             |             |             |             |             |             |             |             |             |             |
|                         | 2036        | 2037        | 2038        | 2039        | 2040        | 2041        | 2042        | 2043        | 2044        | 2045        | 2046        | 2047        | 2048        |
| TIF Surplus/Deficit     | \$590,000   | \$660,000   | \$740,000   | \$860,000   | \$990,000   | \$1,120,000 | \$1,250,000 | \$1,270,000 | \$1,920,000 | \$1,940,000 | \$1,960,000 | \$1,980,000 | \$2,000,000 |
| Additional Taxes        | \$1,090,000 | \$1,220,000 | \$1,440,000 | \$1,550,000 | \$1,630,000 | \$1,710,000 | \$1,580,000 | \$1,550,000 | \$1,590,000 | \$1,630,000 | \$1,670,000 | \$1,720,000 | \$1,770,000 |
| Surplus/Deficit         | \$1,680,000 | \$1,880,000 | \$2,180,000 | \$2,410,000 | \$2,620,000 | \$2,830,000 | \$2,830,000 | \$2,820,000 | \$3,510,000 | \$3,570,000 | \$3,630,000 | \$3,700,000 | \$3,770,000 |

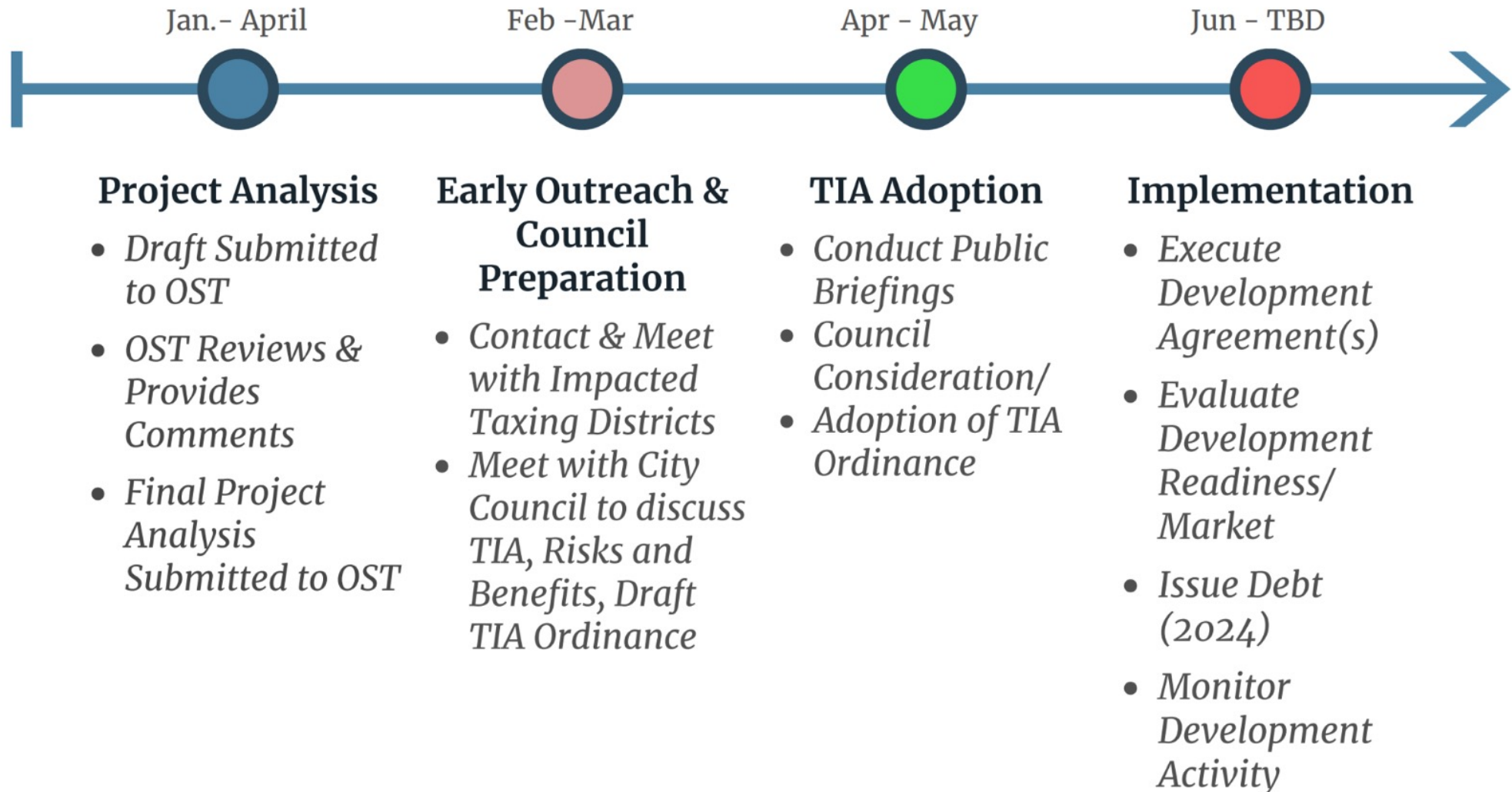
4 years of Deficits; \$2.7 to \$1.5M

# Split Debt, Additional Taxes & Interest Only

| TIF Allocation Revenues |             |             |             |             |             |             |             |             |             |             |             |             |             |
|-------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
|                         | 2023        | 2024        | 2025        | 2026        | 2027        | 2028        | 2029        | 2030        | 2031        | 2032        | 2033        | 2034        | 2035        |
| Alternative 1           |             |             |             |             |             |             |             |             |             |             |             |             |             |
| TIF Surplus/Deficit     | \$0         | \$0         | (\$110,000) | (\$100,000) | \$10,000    | \$40,000    | (\$170,000) | (\$60,000)  | \$160,000   | \$200,000   | \$110,000   | \$280,000   | \$380,000   |
| Additional Taxes        | \$0         | \$130,000   | \$110,000   | \$150,000   | \$210,000   | \$370,000   | \$490,000   | \$650,000   | \$610,000   | \$610,000   | \$870,000   | \$970,000   | \$990,000   |
| Surplus/Deficit         | \$0         | \$130,000   | \$0         | \$50,000    | \$220,000   | \$410,000   | \$320,000   | \$590,000   | \$770,000   | \$810,000   | \$980,000   | \$1,250,000 | \$1,370,000 |
|                         |             |             |             |             |             |             |             |             |             |             |             |             |             |
| Assessment Year         | 2036        | 2037        | 2038        | 2039        | 2040        | 2041        | 2042        | 2043        | 2044        | 2045        | 2046        | 2047        | 2048        |
| TIF Surplus/Deficit     | \$450,000   | \$520,000   | \$600,000   | \$720,000   | \$850,000   | \$980,000   | \$1,110,000 | \$1,130,000 | \$1,170,000 | \$1,600,000 | \$1,620,000 | \$1,640,000 | \$1,670,000 |
| Additional Taxes        | \$1,090,000 | \$1,220,000 | \$1,440,000 | \$1,550,000 | \$1,630,000 | \$1,710,000 | \$1,580,000 | \$1,550,000 | \$1,590,000 | \$1,630,000 | \$1,670,000 | \$1,720,000 | \$1,770,000 |
| Surplus/Deficit         | \$1,540,000 | \$1,740,000 | \$2,040,000 | \$2,270,000 | \$2,480,000 | \$2,690,000 | \$2,690,000 | \$2,680,000 | \$2,760,000 | \$3,230,000 | \$3,290,000 | \$3,360,000 | \$3,440,000 |

## Timeline

# College Place Key TIF Elements: 2023







[www.stowedes.com](http://www.stowedes.com)

# BLUE ZONES PROJECT WALLA WALLA VALLEY



BLUE ZONES PROJECT

# 2021 Well-being Survey Results



**66.8**  
Overall  
Wellbeing Score<sup>1</sup>



Healthcare and  
resources access  
are a strength for  
Walla Walla Valley



Social and  
Physical Well-  
Being are  
Strongest Areas



Higher poverty  
rate and higher  
percent receiving  
SNAP benefits



Stress  
Management, FV  
Consumption, BMI  
are Most Prevalent  
Health Risks



High rates of  
walk/bike  
commuting



## TOP RISK FACTORS BY PREVALENCE

1. Stress
2. Sitting for long periods of time
3. Low rates of exercise using weights
4. Low fruit and vegetable consumption
5. High BMI

1. Overall measure of the population's wellbeing across physical, social, community, financial, and purpose wellbeing dimensions.

# 2023 REAL AGE TEST CAMPAIGN

---

- Main Campaign Window (w/ Paper Surveys nearly 2000): **1/2/2023 - 2/13/23**
  - Surveys completed from 5/1/22 through end of campaign will be included
- What we need from you: Support our RAT Campaign!
  - Take the Real Age Test!
  - Be part of our RAT Social Media Campaign
  - ✓ • Add to newsletters, put up posters in worksite
  - ✓ • Send email to your worksite, service and social clubs, etc.
  - ✓ • Share via social media





Take the  
**RealAge**  
Test



TRACK  
HABITS &  
**Set Goals**

live longer, better®



BLUE ZONES PROJECT





## Community Impact

5000+  
People

Involved in the Project

27

Policies + strategies + projects  
Completed to improve the built environment, reduce tobacco use and exposure, and increase access to healthy food

250 Events/  
Programs

Supported/held in Year 1-2

15 Local  
Media Articles

Coalition of

60+

Organizations

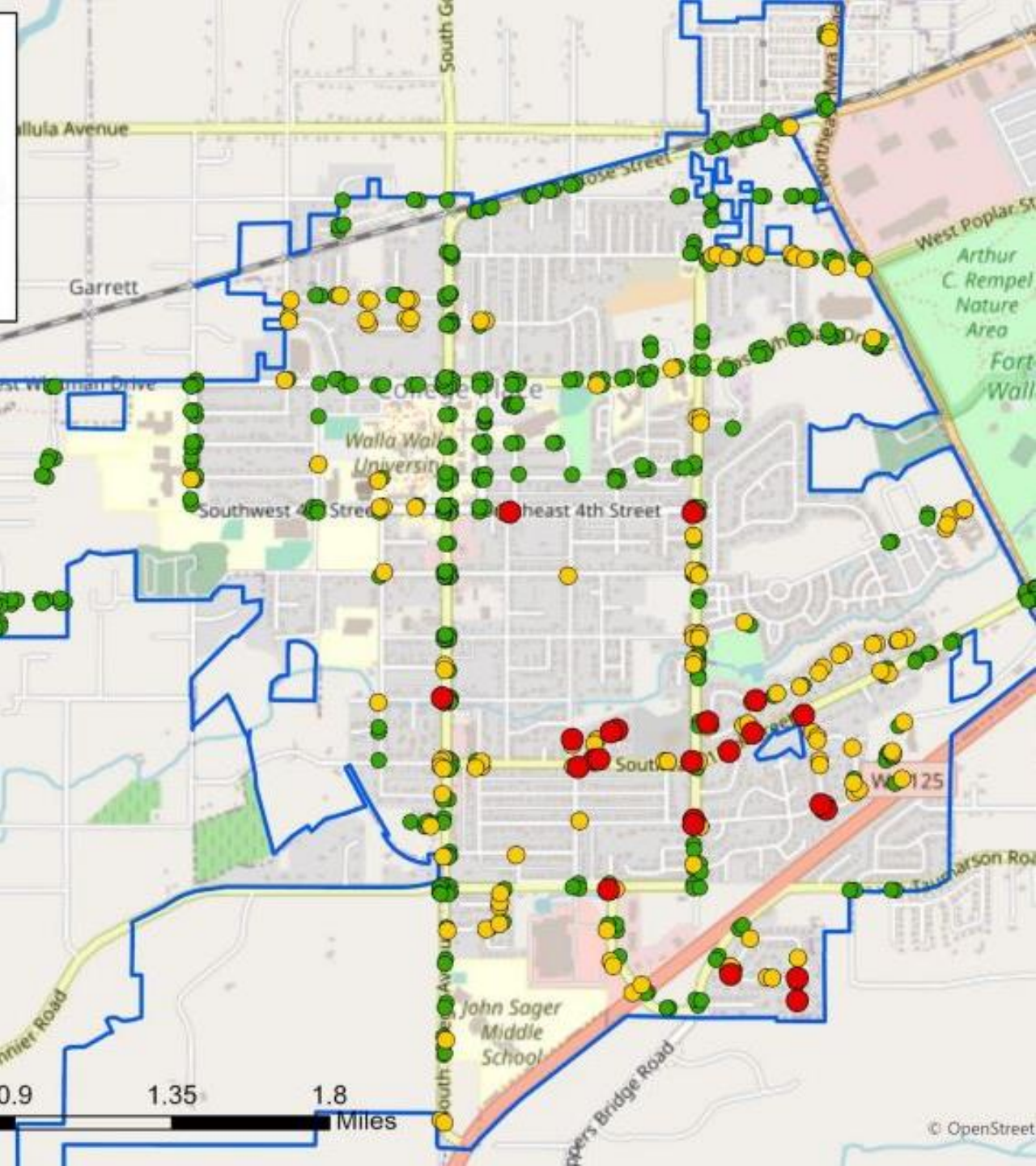
&

300+

Volunteers

\$1.08 M

Grant Funding Generated



# ADA Transition Plan

- College Place's ADA Transition Plan lays out a timeline and strategy for enhancing pedestrian features in the right-of-way (like sidewalks) to ensure ADA accessibility.
- BZP supported data collection and wrote the plan.
- Ensuring sidewalks, curb ramps and pedestrian crossing signals are accessible to people of all abilities makes it safer for everyone to walk or roll around town.
- Promotes natural movement and addresses the following risk factor(s):
  - Stress, sitting for long periods of time, high BMI





# Vision Zero Policy

- The Vision Zero policy passed by both cities sets a goal of ZERO traffic related fatalities or serious injuries by the year 2032. The policy instructs City departments to pursue projects that will enhance community safety.
- BZP wrote the policy for College Place and advocated for both cities to pass a Vision Zero Policy.
- Enhancing the safety of our roads for all users encourages community members to walk and bike around town and helps families feel comfortable letting children walk, bike and roll to school.
- Promotes natural movement and addresses the following risk factor(s):
  - Stress, sitting for long periods of time, high BMI



# Demonstration Project: Safe Routes to School

- This wayfinding demonstration project added temporary signage along designated walking routes to Davis Elementary School. This was completed in conjunction with the rollout of the school's Safe Routes to School maps and a bike rodeo event for the community.
- BZP planned the demonstration project and coordinated installation with volunteers, the City and the School.
- Wayfinding signs helped students follow the safe routes to Davis Elementary school and will inform permanent wayfinding signage throughout College Place.
- Promotes natural movement and addresses the following risk factor(s):
  - Stress, sitting for long periods of time, high BMI





# ACTIVATING Places

Schools

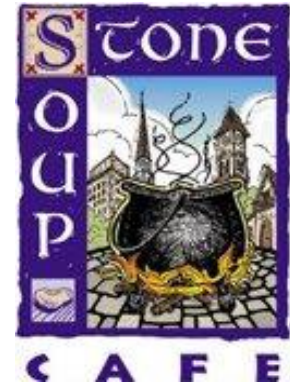
Worksites

Restaurants

Grocery Stores



**Berney**  
Elementary School  
*Home of the Bulldogs*



WALLA WALLA FOUNDRY





## CITY OF COLLEGE PLACE

In April of 2022, the City of College Place became the first Blue Zones Project Approved Worksite in our community. Through the leadership of Shawn Doering and DaShari Schmick, the organization made a variety of enhancements to policies, programs and their environment to support the wellbeing of their employees. Highlights of their work included:

- Offering lunch and learn programs on healthy cooking and purpose
- Enhancing policies and programs around civic engagement, including offering a food drive on site for BMAC
- Starting a 10-week walking moai and nearly half of employees participated
- Installing Blue Zones Project parking spaces to encourage employees to walk a bit further.







# Planning for Blue Zones WWV Sustainability

WWV BZP purpose: to enhance the well-being of the Walla Walla Valley by continuing to improve the environment where we live, work, play and learn.



#### COOKING CLASS

### BZP-WWV Cooking , Roasted Squash – Soup or Side Dish, with Chef Gary Asmus

January 18, 2023, 6:00 pm – 7:00 pm  
Southgate Providence  
1025 South 2nd Avenue, Walla Walla, WA 99362

Learn to make squash two ways – as a soup and as a side dish – with Chef Gary Asmus!



#### BLUE ZONES PROJECT STORY

### BZP-WWV Food Justice Discussion with Advocate, LaDonna Sanders Redmond

February 2, 2023, 6:00 pm – 7:30 pm  
Whitman College, Olin Hall room 138  
345 Boyer Avenue, Walla Walla, WA 99362

Join nationally renowned food justice advocate LaDonna Sanders Redmond for a conversation about food equity and access in our community.



#### BLUE ZONES PROJECT STORY

### BZP-WWV Trauma-Informed Community Service Training

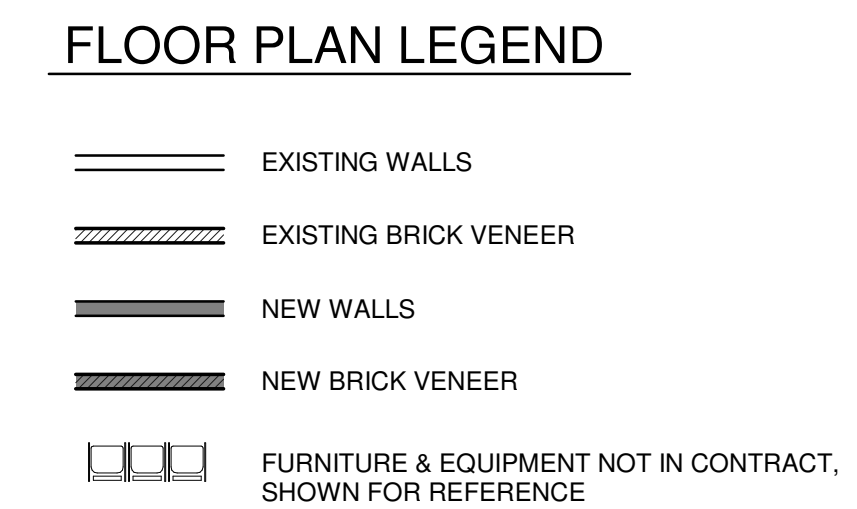
February 15, 2023, 11:30 am – 1:30 pm  
Whitman College, Reid Campus Center Ballroom  
345 Boyer Avenue, Walla Walla, WA 99362

Trauma-Informed Community Service training for anyone in our community who works one-on-one with people, whether in a volunteer or paid role

## Check out our events page!

<https://wallawallavalley.bluezonesproject.com/events/>



[illegible]

| APPROVAL |      |  |
|----------|------|--|
| DRAWN    | EJM  |  |
| DESIGN   | ETL  |  |
| CHECKED  | MCHD |  |
| APPROVED | ETL  |  |

CITY OF COLLEGE PLACE  
**UPGRADE COUNCIL CHAMBER**  
 625 S COLLEGE AVE, COLLEGE PLACE, WA 99324  
**FLOOR PLAN - PHASE 2&3**

DWG. NO.

A101

SCALE: 1/8" = 1'-0"

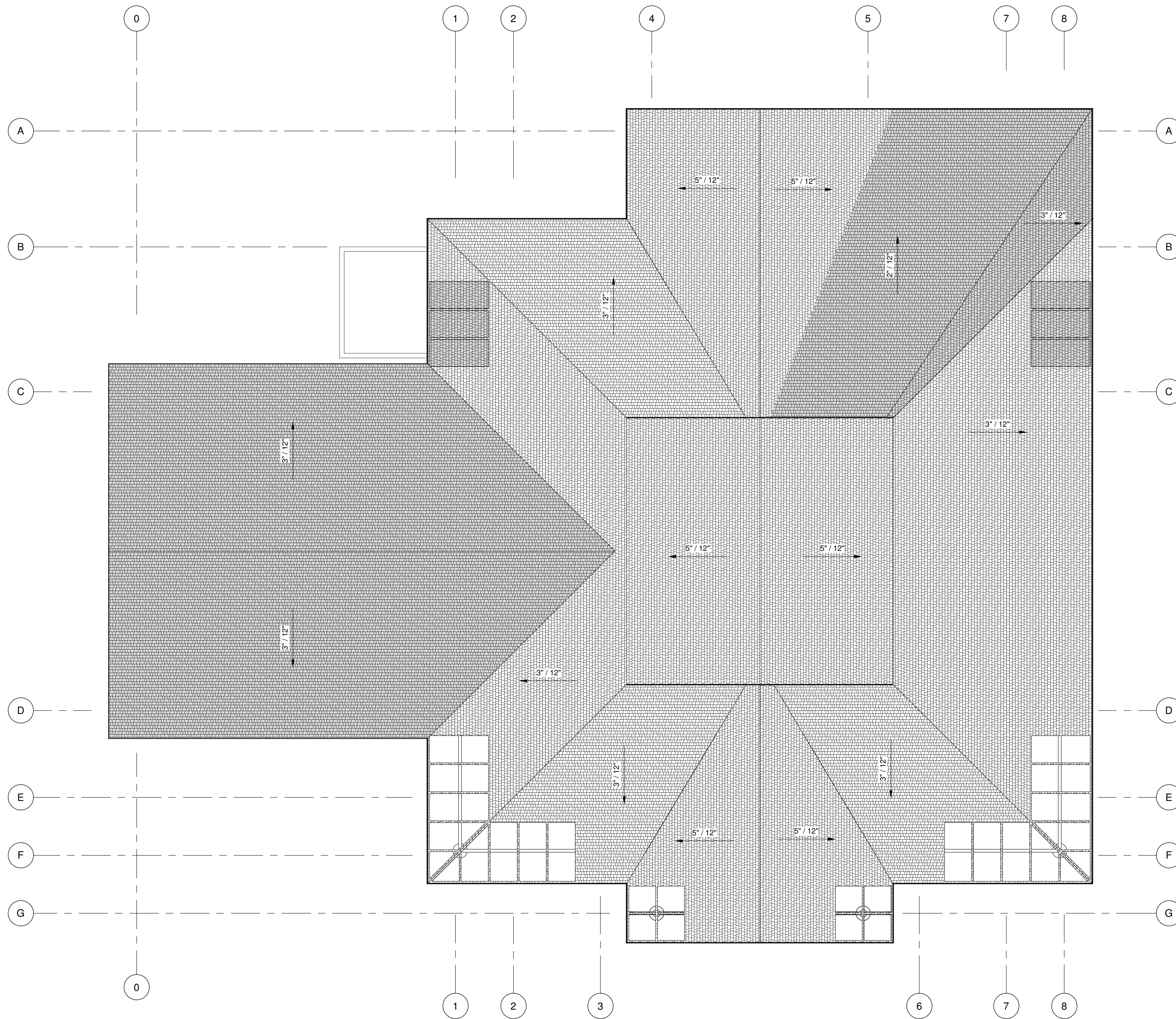
ISSUE DATE: 10/03/2022

|         |
|---------|
| JOB NO. |
|---------|

8864

|      |  |
|------|--|
| REV. |  |
| B    |  |





## ROOF PLAN

$$1/8" = 1'-0"$$
[illegible]

| APPROVAL |      |  |
|----------|------|--|
| DRAWN    | AVR  |  |
| DESIGN   | ETL  |  |
| CHECKED  | MCHD |  |
| APPROVED | ETL  |  |

CITY OF COLLEGE PLACE

**UPGRADE COUNCIL CHAMBER**

625 S COLLEGE AVE, COLLEGE PLACE, WA 99324

---

**ROOF PLAN - PHASE 2&3**

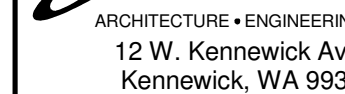
---

DWG. NO.

**A102**

|                        |                                                                                               |
|------------------------|-----------------------------------------------------------------------------------------------|
| SCALE: 1/8" = 1'-0"    |                                                                                               |
| ISSUE DATE: 10/03/22   |                                                                                               |
| JOB NO.<br><b>8864</b> | REV.<br> |





[www.meierinc.com](http://www.meierinc.com)

| APPROVAL |      |  |
|----------|------|--|
| DRAWN    | AVR  |  |
| DESIGN   | ETL  |  |
| CHECKED  | MCHD |  |
| APPROVED | ETL  |  |

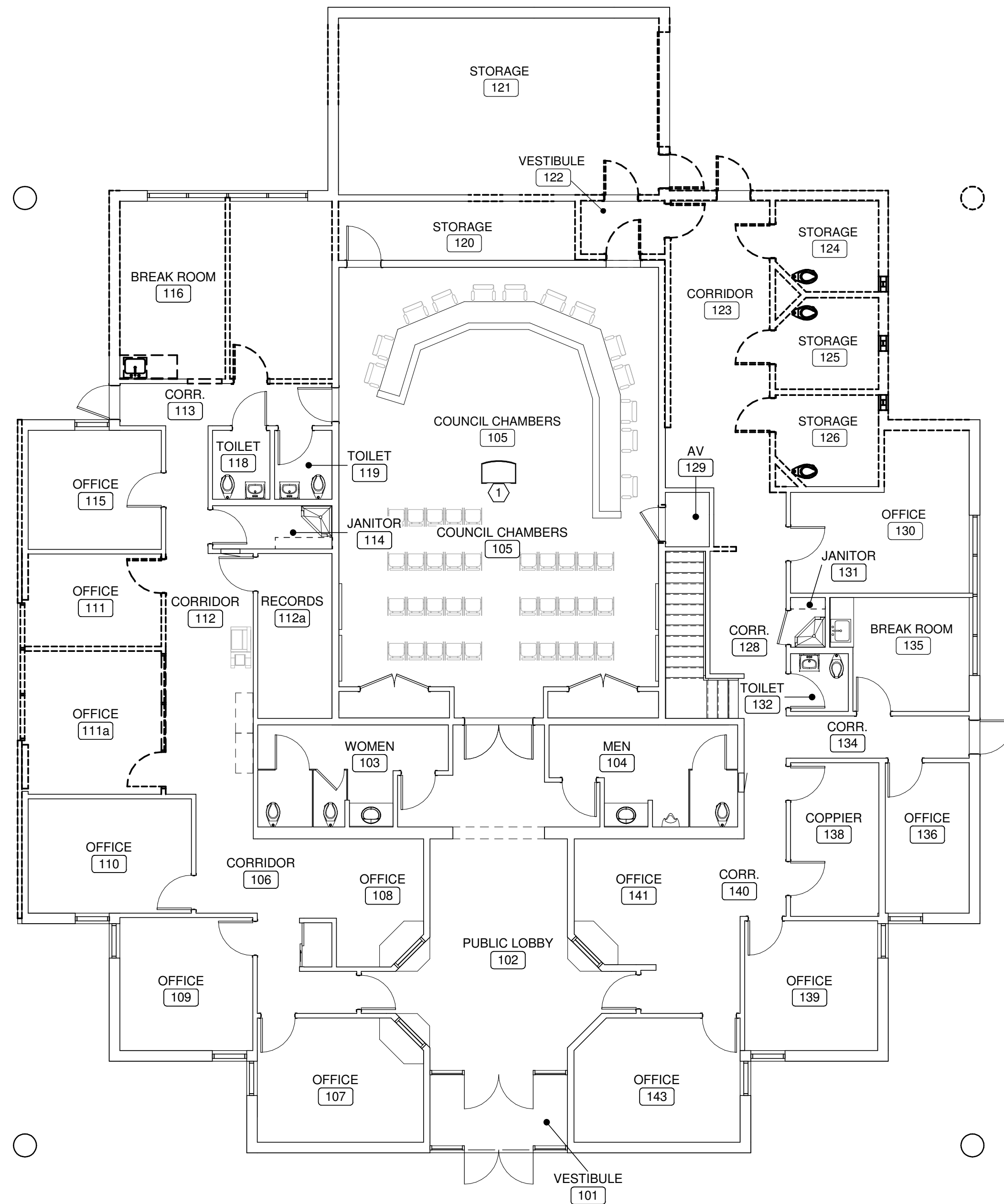
## EXTERIOR EVALUATIONS - PHASE 2&3

|    |  |
|----|--|
| RI |  |
|----|--|





|                                                                                     |                                                            |
|-------------------------------------------------------------------------------------|------------------------------------------------------------|
|  | (E) WALL TO BE DEMOLISHED                                  |
|  | EXISTING WALLS TO REMAIN                                   |
|  | FURNITURE & EQUIPMENT NOT IN CONTRACT, SHOWN FOR REFERENCE |



 DEMOLITION FIRST FLOOR PLAN - PHASE 2&3  
1/8" = 1'-0"  
NORTH

| APPROVAL |      |  |
|----------|------|--|
| DRAWN    | AVR  |  |
| DESIGN   | ETL  |  |
| CHECKED  | MCHD |  |
| APPROVED | ETL  |  |

# UPGRADE COUNCIL CHAMBER

DEMO FIRST FLOOR PLAN - PHASE 2&3

# D101

ISSUE DATE: 10/03/2022

REV  
B



Meier  
ARCHITECTURE • ENGINEERING

Quantities: **D.R. Eadie & E.T. Luebben**  
Take-off: **D.R. Eadie & E.T. Luebben**  
Checked:

[illegible]

refers to this estimate being based on a Schematic Design and not based on detailed Construction Documents. The more detailed the drawings, the more refined the estimate, the lower the contingency thrown into the bottom of the estimate.





## **ADDENDUM 2 TO AGREEMENT FOR SERVICES – REV 2**

CLIENT: Jon Rickard  
City of College Place  
625 S. College Ave.  
College Place, WA 99324

PROJECT: COUNCIL ROOM RENOVATION – PHASE 2A: EXPANDED BUILDING  
ADDITION SCOPE

### **SCOPE OF SERVICES:**

This Addendum covers the cost for additional architectural and engineering design on the Phase 2 scope of work component of the original Agreement for Services Contract between Meier Architecture • Engineering (Meier) and the City of College Place (City), approved on October 27, 2021. The new expanded Phase 2 (referenced below as Phase 2A) scope of work includes the following:

**PHASE 2A: CONVERT HOLDING CELL AND SALLY PORT WING INTO OFFICE AREAS,  
PLUS A NEW ADDITION TO THE WEST SIDE OF CITY HALL**

The scope includes:

1. Convert former vehicle Sally Port into a new conference room and offices.
2. Convert the former Holding Cell area, including an addition, into new staff offices.
3. Add approximately 2,600 square feet of new office space on the west side of City Hall to include additional offices, expanded breakroom, and outdoor lunch area.
4. The site parking area will require some revisions to accommodate the new building additions.
5. The scope also includes the following remodel work to the existing building:
  - a. Update restroom finishes.
  - b. Repair damaged exposed exterior beams and wrap with sheet metal or some other material to protect against future damage.
  - c. Install new translucent skylights over openings in some of the existing building overhang areas.
  - d. Replace the existing roof gutter system.
  - e. New coffee bar/storage closet area along the southeast hallway.
6. Provide mechanical design to update the entire building HVAC for City Hall including the building additions.
7. Provide electrical design to modify the electrical system, as required, to accommodate new HVAC, new addition space, and LED lighting that was not covered in Phase 1 of this Project.
8. In reviewing the original construction drawings, it appears that removing the concrete ceiling and concrete block Holding Cell walls will not affect the existing building structural system, but this will need to be investigated further as part of the design process.
9. Phase 2A work will require site modifications to ensure proper drainage.



10. The existing roof structure will be investigated and modified, as needed, for the new addition.

The Meier Team will provide complete design, bid, and construction administrative services throughout the duration of this Phase. Schematic design for the Phase 2A work was completed during Phase 1 of this Project, and is used as the basis of design for completing construction documents.

#### CLIENT RESPONSIBILITIES:

1. Provide Meier personnel with access to the site and facility to obtain accurate information on existing conditions and provide ladders as needed.
2. The Client provided some existing building drawings as part of the Request for Proposal (RFP) process. The Client should provide any additional available record drawings, surveys, or studies pertaining to the subject property with relevance to the scope of design work described in this Addendum.
3. Provide any standards or specifications the Client intends for Meier to follow or consider in the design process.
4. Review interim and final documents and provide comments within 10 working days from receipt of documents for review.

#### PHASE 2A SCOPE OF SERVICES:

Meier will schedule a Phase 2A Project kick-off/site visit meeting within seven (7) to 10 days after receiving authorization from the City to begin design on this phase of work.

1. General:
  - a. Kick-off meeting and site visit will include discussion of design scope, major milestones, and the Team's responsibilities and next steps forward.
  - b. Review schematic design developed for this expansion during Phase 1, and modify as determined, during the kick-off meeting. NOTE: If the schematic design has major changes, the fee proposed for Phase 2A may need to be modified.
  - c. Develop 60% construction documents for Client review and comments.
  - d. Provide a budgetary construction cost estimate for the 60% design to be delivered within two (2) weeks of the design submittal.
  - e. Develop 95% construction documents for Client's final review and comments.
  - f. Incorporate Client comments and develop 100% stamped construction documents ready for bid and Authority Having Jurisdiction (AHJ) submittal.
  - g. Attend a plan review intake meeting required by the AHJ.
  - h. Fill out a commercial plan review application and worksheet as required by the AHJ.
  - i. Submit construction documents, calculations, and Washington State Energy Code (WSEC) Commercial Provisions forms to the City for plan review.
  - j. Address the AHJ comments in letter format.

Phase 2A detail design will proceed as follows:

PHASE 2A – TASK 1: CITY HALL NORTHEAST CORNER EXPANSION, WEST SIDE ADDITION, AND REMODEL OF PORTIONS OF THE EXISTING BUILDING:

1. Review local jurisdiction zoning and municipal codes and perform an International Building Code (IBC) analysis using the most current edition of the building code, anticipated to be the 2021 IBC. Address any potential issues that need to be incorporated into the Project.
2. Revise the schematic design prepared during Phase 1, if needed, as determined during the Project kick-off meeting.
3. Modify the schematic design floor, roof plan, and elevations, as required, for contract document/bid and construction level drawings.
4. Develop enlarged floor plans, if needed.
5. Develop reflected ceiling plans to include architectural features, lighting, and mechanical grilles and diffusers.
6. Provide building and wall sections, interior elevations and casework details, general construction details, and door, window, and finish schedules, as required.
7. New doors that are part of the Phase 2A addition, plus existing office door hardware for all existing and new office doors will include the following:
  - a. Closures with magnetic hold-opens
  - b. Card lock systems to include all locking doors in existing building and expansion, tied into building fire alarm system
  - c. Review existing door hardware and re-key building, if needed
8. Structural design will include roof framing, load bearing walls or frames, lateral load resisting elements, and foundations to support the building structure. Structural design will incorporate openings and supports for mechanical or electrical equipment. Design will be in accordance with the most current edition of the IBC and American Society of Civil Engineers (ASCE) 7- 16.
9. Structural calculations shall be provided for submittal to the AHJ for approval.
10. Civil engineering scope will include the remodel of existing parking, sidewalk, and lawn areas impacted by the new building additions.
11. The expanded building and parking lot drainage system will tie into the existing building storm drainage system and will be supplemented as needed.
12. Modify the Phase 1 HVAC system design to accommodate the expanded Phase 2A building scope.
13. Conduct HVAC load calculations to determine the cooling and heating requirements for the addition, and for the selection of equipment to meet the load requirements.
14. The design will take into consideration energy efficiency, sustainability, and environmentally favorable features, which will be economically feasible, code allows, and which is compatible with the Project goals.
15. Electrical calculations, drawings, and specifications for lighting and power distribution, as required by local adopted National Fire Protection (NFPA) 70, National Electrical Code (NEC), and showing compliance with the most current WSEC provisions required by local jurisdiction as a plan review submittal.
16. Preparation of documentation/forms showing compliance with the current WSEC.

17. The design will provide for main and distribution branch panels and receptacles strategically placed throughout the building to shorten branch circuit runs.
18. Electrical distribution, devices, and branch circuitry to support convenience power, power provisions for Client furnished/specified equipment, and new mechanical equipment connections.
19. Interior LED lighting luminaires and controls design will be per Illuminating Engineering Society (IES) recommendations for space types indicated with controls, per local automated systems.
20. Exterior lighting and controls: LED building egress exits lighting, controlled via integral daylight, and auto-dimming to 50% motion sensors. Site and landscape lighting and controls are not assumed.
21. The fire alarm system and annunciator panel locations will be indicated on the drawings and connected power. The remainder of the systems' infrastructure will be design-build by a licensed fire alarm installer.
22. Pathway and rough-in locations only for all special systems (IT infrastructure, security intrusion detection systems, and/or CCTV) as coordinated with the Owner prior to 60% design documents. The remaining downstream devices, wiring, servers, etc. shall be provided by the Owner without further engineering direction.
23. The following audiovisual (AV) systems and telecom cabling system design with infrastructure will be provided by Meier's consultant, Convergent Technologies Design Group, Inc. (CTDG) as part of this Addendum:
  - a. Revise the telecommunications cabling systems design based on feedback from City officials
  - b. Prepare a detailed cost estimate for the specified telecommunications cabling systems and associated installation labor.
  - c. Develop a CSI-format specification for all Category 6 Unshielded Twisted Pair (UTP) Voice and Local Area Network (Data) Cabling, Coaxial (RG-11/6) Radio Frequency (RF) Video Cabling, and Single/Multi-Mode Optical Fiber Cabling outside and within the building.
  - d. Revise the systems design based on feedback from City officials.
  - e. Develop a CSI-format specification for AV wall/floor boxes, AV presentation, audio reinforcement systems, AV source electronics, and instructor's station for programmed spaces within the building.
  - f. Make recommendations and deliver CSI-format specification for the projection screens associated with the display systems in the programmed spaces.
  - g. Prepare a detailed cost estimate for the specified AV system electronics and associated installation labor.
  - h. Documents will follow the CSI/AIA Design Guidelines for format and deliverable details.

#### PHASE 2A – TASK 1 DELIVERABLES:

1. Possible updated schematic design as determined following the Phase 2A kick-off meeting.
2. 60% review construction documents: Transmitted electronically in PDF format.
3. 95% review construction documents: Transmitted electronically in PDF format.

4. 100% stamped construction documents: Transmitted to AHJ in the format they require. The Owner will be provided two (2) full size copies of the construction documents, as well as a digital set in PDF format.
5. Construction documents: Transmitted electronically in PDF format to regional plan centers and, upon request, to Contractors and Subcontractors.

#### PHASE 2A – TASK 1 ASSUMPTIONS:

1. Meetings are anticipated to last up to two (2) hours, except for the initial kick-off meeting which is anticipated to last up to four (4) hours.
2. We anticipate up to four (4) meetings that will lead to the development of the final documents.
3. No major changes to the floor plan layout after City approval of the 60% construction documents. A major change is one that affects multiple drawings, specifications, poses rework to architectural, structural, mechanical, and electrical construction documents, and existing design that was not anticipated at the time of this Addendum.
4. The following services will need to be provided by the City, and are not included in Meier's scope of work:
  - a. Topographical and boundary survey.
  - b. Geotechnical report.
  - c. Modifications to the existing plumbing systems.
  - d. New off-site utility services to the building.
5. It is understood that the Project does not require a Department of Health, Labor and Industries plan review submittal.
6. Drawings to be provided with Meier title blocks and using Meier drafting standards.
7. Plan review fees will be paid by the City.
8. Project will be permitted before July 1, 2023, so that electric vehicle (EV) charging is not required.

#### PHASE 2A – TASK 2: BIDDING SERVICES:

1. Meier will e-mail construction document sets to five (5) regional plan centers to solicit bids.
2. An "Advertisement for Bid" paid by Meier will also be placed in the Walla Walla Union Bulletin newspaper for two (2) consecutive weeks.
3. Bid services shall include a mandatory pre-bid meeting and job walk with interested General Contractors and Subcontractors.
4. Answer any bid questions, or request for substitutions, and prepare and issue an Addenda to Construction Document Addenda, if needed.
5. Conduct the bid opening at the Client's office, complete an evaluation of the bidders, and issue the Notice of Award and Notice to Proceed (NTP) letters to the successful Contractor(s).



DELIVERABLES:

1. Addendum.

ASSUMPTIONS:

1. Pre-bid walkthrough will be a one-time meeting at the site for all interested General Contractors.

PHASE 2 – TASK 3: CONSTRUCTION ADMINISTRATION SERVICES:

1. Facilitate a pre-construction meeting with the City and the Contractor. Frequently, the NTP will be issued when this meeting is held.
2. Weekly construction site observation visits.
3. Every other week, the site observation visit includes an on-site meeting with the City representative, Contractor, Subconsultants, and Meier.
4. Review daily job logs prepared by the Contractor, and submit these to the City weekly.
5. Review submittals.
6. Review and assist in processing pay requests.
7. Address Request for Information (RFI), RFP, and/or Change Orders (CO) as these occur during the construction phase.
8. Coordinate Project commissioning after the Project systems are complete.
9. When the Project construction is substantially complete, facilitate a punch-list job walk with the Contractor, the City, and the Design Team.
10. Issue a Certificate of Substantial Completion once the Architect and the City are satisfied with the punch-list being achieved, and the AHJ has issued an occupancy permit.

DELIVERABLES:

1. Review product submittals and Operations and Maintenance (O&M) Manual.
2. Review and certify Application for Payments.
3. Complete a punch list observation.
4. Issue a Certificate of Substantial Completion.

ASSUMPTIONS:

1. The Agreement is based on the six (6) month construction schedule and will start within one (1) month of bid. Overall Project, Phase 2A is to be completed within one (1) year.
2. Pre-bid walkthrough will be a one-time meeting at the site for all interested General Contractors.
3. Contractor/requested design changes are not anticipated. Should a change be feasible for the Client, the additional design can be added as additional scope.
4. Commissioning services will be provided by others. A cost allowance has been included within our Phase 2A Agreement for the anticipated Commissioning Fee.

All services not specifically outlined in the scope of work above shall be considered additional services and shall be subject to a commensurate adjustment to the agreed compensation, which shall be determined by way of a written addendum, signed by the parties, prior to proceeding with the additional work.

PHASE 2A COMPENSATION:

Meier will perform these services per the fee schedule noted below. Please initial at each Task to authorize Meier to proceed with the Task scope.

TASK 1: Northeast corner, westside addition, and interior and exterior remodel design: Meier will perform design services for a firm fixed fee of \$159,000. \_\_\_\_\_

TASK 2: Bidding services: Meier will perform design services for a firm fixed fee of \$4,000. \_\_\_\_\_

TASK 3: Construction administration (\$32,000) and commissioning services (\$2,000 allowance): Meier agrees to provide construction support services on a time and expenses basis, with a budget level estimated at \$34,000. \_\_\_\_\_

Invoices will be submitted monthly. A 1.5% interest charge will be added for late payment beyond the normal 30-day billing period. Agreement to provide services, as stated, is valid if approved within 30 days of date submitted. Approvals beyond 30 days are subject to re-negotiation of both scope and fee.

APPROVED BY:

City of College Place

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

Meier Architecture • Engineering

Paul M. Giever  
Signature

Paul M. Giever  
Print

January 13, 2023

Date



## AGREEMENT FOR SERVICES

CLIENT: Jon Rickard  
City of College Place  
625 South College Ave.  
College Place, WA 99324

PROJECT: COUNCIL ROOM RENOVATION AND AV DESIGN

Thank you for the opportunity for Meier Architecture • Engineering (Meier) to offer professional design services.

### PROJECT UNDERSTANDING:

#### **PHASE 1 - UPGRADE COUNCIL CHAMBERS AND MAIN ENTRY SCOPE INCLUDES:**

1. Improve Council Chambers:
  - The key to improving the Council Chamber is a complete overhaul of the AV system. Desires regarding this upgrade are outlined in the Request for Proposals (RFP). The system must be an integrated system capable of handling hybrid meetings where not all of the active participants are able to attend in-person. Other features include new monitors at the Chamber dais, local presentation monitors, and easily operated AV system.
  - New, fixed dais with computer monitor in desks, voting buttons, and microphones.
  - City Clerk needs room for two (2) monitors so the Council members can look things up that are not to be displayed to the public.
  - New LED light fixtures, with some lights focused on each Council member's desk positioned along the dais.
  - Upgraded room finishes.
  - Fixed podium for audience participation.
  - Consideration to replacing Chamber entry doors with glass doors, as long as these can be sound deadening.
2. Improve Lobby:
  - ADA compliant service counters.
  - Add monitors to allow the lobby to be used for overflow observation of Council meetings.
  - New paint.
  - LED lighting.
3. New Ethernet in all of the offices.
4. Replace HVAC system for entire building. This will be a Construction Bid Alternate so that system pricing can be separated.

The Meier Team will provide complete design, bid, and construction administrative services including commissioning throughout the duration of this phase.

## **PHASE 2: CONVERT HOLDING CELL AND SALLY PORT WING INTO OFFICE AREA**

The scope includes:

1. Convert former vehicle Sally Port into a new conference room and offices.
2. Convert the former Holding Cell area, including an addition, into new staff offices.
3. The new addition will be approximately 600 square feet and located in the northeast corner of the existing City Hall building. The addition will expand the east Holding Cell exterior wall to be flush with the existing east wall of the City Hall, and north Holding Cell wall to be flush with the existing north Sally Port wall.
4. Reviewing the original construction drawings, it appears that removing the concrete ceiling and concrete block Holding Cell walls will not affect the existing building structural system, but this will need to be investigated further as part of the design process.
5. The addition will require minor site modifications to ensure proper drainage. The existing roof structure will be investigated and modified as needed for the new addition.

The Meier Team will provide complete design, bid, and construction administrative services throughout the duration of this phase. Phase 2 design may not begin until late 2022 or early 2023, with bid and construction following. The HVAC upgrade described in Phase 1 as a bid alternate may be incorporated into the Phase 2 Project if funding is unavailable for this in Phase 1.

### **CLIENT RESPONSIBILITIES:**

1. Provide Meier personnel with access to the site and facility to obtain accurate information on existing conditions and provide ladders as needed.
2. The Client provided some existing building drawings as part of the RFP process. The Client should provide any additional available record drawings, surveys, or studies pertaining to the subject property with relevance to the scope of design work described in this Agreement.
3. Provide any standards or specifications the Client intends for Meier to follow or consider in the design process.
4. Review interim and final documents and provide comments within 10 working days from receipt of documents for review.

### **PHASE 1 SCOPE OF SERVICES:**

Meier will schedule a Project kick-off/site visit meeting within seven (7) to 10 days after receiving the signed Agreement from the City of College Place (City).

1. General:
  - a. Kick-off meeting and site visit will include discussion of design scope, major milestones, and the team's responsibilities and next steps forward.
  - b. As-build the existing building and develop dimensional floor plans. Architectural, mechanical, and electrical leads will visit the site. The AV consultant will likely visit via video conferencing.
  - c. Discuss the AV, mechanical, and electrical needs.
  - d. Develop 60% construction documents for Client review and comments.
  - e. Provide budgetary construction cost estimate for the 60% design to be delivered within one (1) week of the design submittal.



- f. Develop 95% construction documents for Client final review and comments.
- g. Incorporate Client comments and develop 100% stamped construction documents ready for bid and Authority Having Jurisdiction (AHJ) submittal.
- h. Attend a plan review intake meeting if required by the AHJ.
- i. Fill out a commercial plan review application and worksheet as required by the AHJ.
- j. Submit construction documents, calculations, and Washington State Energy Code (WSEC) Commercial Provisions forms to the City for plan review.
- k. Address the AHJ comments in letter format.

Phase 1 detail design will proceed on three (3) tracks (Tasks) simultaneously, further defined as follows:

#### PHASE 1 – TASK 1: LOBBY AND CHAMBER ARCHITECTURAL AND ELECTRICAL UPGRADES:

1. Review local jurisdiction zoning and municipal codes and perform 2018 International Building Code (IBC) analysis to address any potential issues that need to be incorporated into the Project.
2. Develop design development drawings showing minor changes to the existing building layout. Design development drawings will include updated floor plans, room finishes, and interior elevations.
3. Electrical calculations, drawings, and specifications for lighting and power distribution, as required by local adopted NFPA 70, National Electrical Code (NEC), and showing compliance with the current 2018 WSEC provisions required by local jurisdiction as a plan review submittal.
4. Interior LED lighting luminaires and controls. Design will be per Illumination Engineering Society (IES) recommendations for space types indicated with controls per local automated systems.
5. Electrical power modifications tied to the updated HVAC system will be included within Task 2.
6. Develop bid and technical material specifications.
7. Develop a construction cost estimate for Phase 1 – Task 1 work.
8. Develop schematic design for Phase 2 work.

#### DELIVERABLES:

1. 60% review construction documents: Transmitted electronically in PDF format.
2. 95% review construction documents: Transmitted electronically in PDF format.
3. 100% stamped construction documents: Transmitted to AHJ in the format that they require, the Owner will be provided two (2) full size copies of the construction documents, as well as digital set in PDF format.
4. Construction documents: Transmitted electronically in PDF format to regional plan centers and, upon request, to Contractors and Subcontractors.

#### PHASE 1 – TASK 2: HVAC DESIGN:

1. Review the existing systems at the Project kick-off/site visit meeting.
2. Develop design goals for a proposed new HVAC system with budgetary cost(s) and provide to City for review and approve.

3. HVAC design and load calculations to determine the cooling and heating requirements for the building and for the selection of equipment to meet the load requirements.
4. Drawings for the HVAC system will include plans, sections, details, and equipment schedules as needed. The building will be zoned using multiple HVAC units. It is assumed that an individual room control will not be required, and a Direct Digital Control (DDC) control system will not be utilized. HVAC units will be controlled by individual 7-day programmable thermostats.
5. Design will take into consideration energy efficiency, sustainability, and environmentally favorable features, which will be economically feasible, code allows, and which is compatible with the Project goals.
6. Develop construction drawings and specifications for a new building wide HVAC system.
7. Develop a construction cost estimate for Task 2 work.
8. Completed mechanical system WSEC Commercial Provisions calculation and complete the WSEC form required by local jurisdiction at the plan review submittal process.
9. The new HVAC system will be incorporated into the Phase 1 bid package as an “additive bid alternate”, priced separately from Task 1 and Task 3 design which will make up the base bid for Phase 1.
10. Phase 1 HVAC design will allow for future expansion when Phase 2 building remodel and expansion is in construction.

#### PHASE 1 – TASK 3: AV DESIGN:

1. Meier’s AV consultant, Convergent Technologies Design Group (CTDG), will prepare telecommunications cabling systems with infrastructure and AV systems reports for the City to review, comment on, and approve.
2. Once the AV system is approved, the Design Team will proceed with construction documents.
3. A 60% construction document AV system design will be prepared for City review. The AV 60% system review documents may not coincide with the timing of the Task 1 and Task 2 60% design submittal documents.
4. A 95% construction document AV system design will be prepared for City final review, which will be timed to be submitted at the same time as Tasks 1 and 2 95% design review submittals.
5. Prepare 100% documents to be submitted with Tasks 1 and 2 construction documents to AHJ, and to be used for bidding.

#### PHASE 1 – TASKS 1-3 DELIVERABLES:

1. 60% review construction documents: Transmitted electronically in PDF format.
2. 95% review construction documents: Transmitted electronically in PDF format.
3. 100% stamped construction documents: Transmitted to AHJ in the format that they require, the Owner will be provided two (2) full size copies of the construction documents, as well as digital set in PDF format.
4. Construction documents: Transmitted electronically in PDF format to regional plan centers and, upon request, to Contractors and Subcontractors.

#### PHASE 1 – TASKS 1-3 ASSUMPTIONS:

1. Meetings are anticipated to last up to two (2) hours, except for the initial kick-off meeting which is anticipated to last up to four (4) hours.

2. We anticipate up to four (4) meetings that will lead to the development of final documents.
3. No major changes to the floor plan layout, proposed AV and HVAC systems are expected following receipt of the City's 60% design review comments. A major change is one that affects multiple drawings, specifications, poses rework to architectural, AV, mechanical, and electrical construction documents and existing design that was not anticipated at the time of this Agreement.
4. The following services are not anticipated to be required, and are not included within the Phase 1 scope of work:
  - a. Topographical and boundary survey.
  - b. Geotechnical report.
  - c. Fire alarm and security systems modifications.
  - d. Modifications to the existing building structure.
  - e. Modifications to plumbing systems.
6. It is understood that the Project does not require a Department of Health, Labor and Industries plan review submittal.
7. Drawings to be provided with Meier title blocks and using Meier drafting standards.
8. AV systems fee based on systems value not to exceed \$300,000.
9. Plan review fees will be paid by the City.

#### PHASE 1 – TASK 4: BIDDING SERVICES:

1. Meier will e-mail construction document sets to five (5) regional plan centers to solicit bids.
2. An "Advertisement for Bid" shall also be placed in the Walla Walla Union Bulletin newspaper for two (2) consecutive weeks.
3. Bid services shall include, a mandatory pre-bid meeting and job walk with interested General Contractor and Subcontractors.
4. Answer any bid question, or request for substitutions and prepared and issue an Addenda to Construction Document Addenda if needed.
5. Conducting the bid opening at the Client's office, complete an evaluation of the bidders, and the issuing the Notice of Award and Notice to Proceed (NTP) letters to the successful Contractor(s).

#### DELIVERABLES:

1. Addendum.

#### ASSUMPTIONS:

1. Pre-bid walkthrough will be a one-time meeting at the site for all interested General Contractors.

#### PHASE 1 – TASK 5: CONSTRUCTION ADMINISTRATION SERVICES:

1. Facilitate a pre-construction meeting with the City and the Contractor. Frequently, the NTP will be issued when this meeting is held.
2. Weekly construction site observation visits.
3. Every other week, the site observation visit includes an on-site meeting with the City representative, Contractor, Subconsultants, and Meier.
4. Review daily job logs prepared by the Contractor and submit these to the City weekly.

5. Review submittals.
6. Review and assist in processing pay requests.
7. Address Requests for Information (RFI), RFP, and/or Change Orders (CO) as these occur during the construction phase.
8. Coordinate Project commissioning after the Project systems are complete.
9. When the Project construction is substantially complete, facilitate a punch-list job walk with the Contractor, the City, and the Design Team.
10. Issue a Certificate of Substantial Completion once the Architect and the City is satisfied with the punch-list being achieved, and the AHJ has issued an occupancy permit.

**DELIVERABLES:**

1. Review product submittals and Operation and Maintenance Manual (O&Ms).
2. Review and Certify Application for Payments.
3. Complete a punchlist observation.
4. Issue Certificate of Substantial Completion.

**ASSUMPTIONS:**

1. The Agreement is based on the six (6) month construction schedule and will start within one (1) month of bid.
2. Overall Project Phase 1 is to be completed within one (1) year.
3. Pre-bid walkthrough will be a one-time meeting at the site for all interested General Contractors.
4. Contractor requested design changes are not anticipated. Should a change be feasible for the Client the additional design can be added as additional scope.
5. Commissioning services will be provided by others, a cost allowance has been included within our Phase 1 Agreement for the anticipated Commissioning Fee.

**PHASE 2 SCOPE OF SERVICES:**

Meier will schedule a Phase 2 project kick-off/site visit meeting within seven (7) to 10 days after receiving authorization from the City to begin design on this phase of work.

1. General:
  - a. Kick-off meeting and site visit will include discussion of design scope, major milestones, and the Team's responsibilities and next steps forward.
  - b. Review schematic design developed for this expansion during Phase 1, modify as determined during the kick-off meeting. NOTE: If the schematic design has major changes, the fee proposed for Phase 2 may need to be modified.
  - c. Develop 60% construction documents for Client review and comments.
  - d. Provide budgetary construction cost estimate for the 60% design to be delivered within one (1) week of the design submittal.
  - e. Develop 95% construction documents for Client final review and comments.
  - f. Incorporate Client comments and develop 100% stamped construction documents ready for bid and AHJ submittal.
  - g. Attend a plan review intake meeting required by the AHJ.
  - h. Fill out a commercial plan review application and worksheet as required by the AHJ.



19. Interior LED lighting luminaires and controls. Design will be per IES recommendations for space types indicated with controls per local automated systems.
20. Exterior lighting and controls: LED building egress exits lighting, controlled via integral daylight and auto-dimming to 50% motion sensors. Site and landscape lighting and controls are not assumed.
21. The fire alarm system and annunciator panel locations will be indicated on the drawings and connected power. The remainder of the systems infrastructure will be design-build by a licensed fire alarm installer.
22. Pathway and rough-in locations only for all special systems (IT infrastructure, security intrusion detection systems, and/or CCTV) as coordinated with the Owner prior to 60% design documents. The remaining downstream devices, wiring, servers etc. shall be provided by Owner without further engineering direction.

#### PHASE 2 – TASK 1 DELIVERABLES:

1. Possible updated schematic design as determined following Phase 2 kick-off meeting.
2. 60% review construction documents: Transmitted electronically in PDF format.
3. 95% review construction documents: Transmitted electronically in PDF format.
4. 100% stamped construction documents: Transmitted to AHJ in the format that they require, the Owner will be provided two (2) full size copies of the construction documents, as well as digital set in PDF format.
5. Construction documents: Transmitted electronically in PDF format to regional plan centers and, upon request, to Contractors and Subcontractors.

#### PHASE 2 – TASK 1 ASSUMPTIONS:

1. Meetings are anticipated to last up to two (2) hours, except for the initial kick-off meeting which is anticipated to last up to four (4) hours.
2. We anticipate up to four (4) meetings that will lead to the development of final documents.
3. No major changes to the floor plan layout after City approval of the 60% construction documents. A major change is one that affects multiple drawings, specifications, poses rework to architectural, structural, mechanical, and electrical construction documents and existing design that was not anticipated at the time of this Agreement.
4. The following services are not anticipated to be required, and are not included within the Phase 2 scope of work:
  - a. Topographical and boundary survey.
  - b. Geotechnical report.
  - c. Modifications to existing plumbing systems.
  - d. New off-site utility services to the building.
5. It is understood that the Project does not require a Department of Health, Labor and Industries plan review submittal.
6. Drawings to be provided with Meier title blocks and using Meier drafting standards.
7. Plan review fees will be paid by the City.

#### PHASE 2 – TASK 2: BIDDING SERVICES:

1. Meier will e-mail construction document sets to five (5) regional plan centers to solicit bids.
2. An “Advertisement for Bid” shall also be placed in the Walla Walla Union Bulletin newspaper for two (2) consecutive weeks.

3. Bid services shall include, a mandatory pre-bid meeting and job walk with interested General Contractor and Subcontractors.
4. Answer any bid question, or request for substitutions and prepared and issue an Addenda to Construction Document Addenda if needed.
5. Conducting the bid opening at the Client's office, complete an evaluation of the bidders, and the issuing the Notice of Award and NTP letters to the successful Contractor(s).

DELIVERABLES:

1. Addendum.

ASSUMPTIONS:

1. Pre-bid walkthrough will be a one-time meeting at the site for all interested General Contractors.

PHASE 2 – TASK 3: CONSTRUCTION ADMINISTRATION SERVICES: .

1. Facilitate a pre-construction meeting with the City and the Contractor. Frequently, the NTP will be issued when this meeting is held.
2. Weekly construction site observation visits.
3. Every other week, the site observation visit includes an on-site meeting with the City representative, Contractor, Subconsultants, and Meier.
4. Review daily job logs prepared by the Contractor and submit these to the City weekly.
5. Review submittals.
6. Review and assist in processing pay requests.
7. Address RFI, RFP, and/or CO as these occur during the construction phase.
8. Coordinate Project commissioning after the Project systems are complete.
9. When the Project construction is substantially complete, facilitate a punch-list job walk with the Contractor, the City, and the Design Team.
10. Issue a Certificate of Substantial Completion once the Architect and the City is satisfied with the punch-list being achieved, and the AHJ has issued an occupancy permit.

DELIVERABLES:

1. Review product submittals and O&Ms Manual.
2. Review and Certify Application for Payments.
3. Complete a punchlist observation.
4. Issue Certificate of Substantial Completion.

ASSUMPTIONS:

1. The Agreement is based on the six (6) month construction schedule and will start within one (1) month of bid. Overall Project Phase 2 to be completed within one (1) year.
2. Pre-bid walkthrough will be a one-time meeting at the site for all interested General Contractors.
3. Contractor requested design changes are not anticipated. Should a change be feasible for the client the additional design can be added as additional scope.
4. Commissioning services will be provided by others, a cost allowance has been included within our Phase 2 Agreement for the anticipated Commissioning Fee.

All services not specifically outlined in the scope of work above shall be considered additional services and shall be subject to a commensurate adjustment to the agreed compensation, which shall be determined by way of a written addendum, signed by the parties, prior to proceeding with the additional work.

#### PHASE 1 COMPENSATION:

Meier will perform these services per the fee schedule noted below. Please initial at each Task to authorize Meier to proceed with the Task scope.

TASK 1: Lobby and Chamber architectural and electrical upgrades: Meier will perform design services for a firm fixed fee of \$38,700. <sup>DS</sup>  
*NLA*

TASK 2: HVAC design for existing City Hall building: Meier will perform design graphic services for a firm fixed fee of \$17,000. <sup>DS</sup>  
*NLA*

TASK 3: City Council Chamber AV system design: Meier will perform design services for a firm fixed fee of \$53,100. <sup>DS</sup>  
*NLA*

<sup>DS</sup>  
*NLA* TASK 4: Bidding Services: Meier will perform design services for a firm fixed fee of \$4,000.

TASK 5: Construction Administration (\$26,000) and Commissioning Services (\$11,200 allowance): Meier agrees to provide construction support services on a time and expenses basis, with a budget level estimated at \$37,200. <sup>DS</sup>  
*NLA*

#### PHASE 2 COMPENSATION:

Meier will perform these services per the fee schedule noted below. Please initial at each Task to authorize Meier to proceed with the Task scope.

TASK 1: Northeast corner remodel and expansion design: Meier will perform design services for a firm fixed fee of \$61,900. <sup>DS</sup>  
*NLA*

<sup>DS</sup>  
*NLA* TASK 2: Bidding Services: Meier will perform design services for a firm fixed fee of \$4,000.

TASK 3: Construction Administration (\$25,000) and Commissioning Services (\$1,100 allowance): Meier agrees to provide construction support services on a time and expenses basis, with a budget level estimated at \$26,100. <sup>DS</sup>  
*NLA*

Invoices will be submitted monthly. A 1.5% interest charge will be added for late payment beyond the normal 30 day billing period. Agreement to provide services, as stated, is valid if approved within 30 days of date submitted. Approvals beyond 30 days are subject to re-negotiation of scope and fee.

OTHER TERMS AND CONDITIONS:

Meier's Standard Business Conditions are part of this Agreement and are attached hereto, marked Exhibit "A", and incorporated herein by this reference.

Thank you for the opportunity to submit this agreement. We look forward to working with you on this Project. If the scope of work above does not adequately reflect your expectations, please let us know. It is our goal to meet your needs and budget on this Project. If you have any other questions, please feel free to contact Ed Luebben directly at 509-737-6965 or [etluebben@meierinc.com](mailto:etluebben@meierinc.com).

The return of a signed copy of this Agreement will authorize us to proceed with this work.

APPROVED BY:

City of College Place

DocuSigned by:  
*Norma L. Hernández*  
Signature

Norma L. Hernández Mayor

Print

10/27/2021

Date

Meier Architecture • Engineering

*Paul M. Gierver*  
Signature

Paul M. Gierver

Print

10/22/2021

Date



**EXHIBIT "A"**  
**TO AGREEMENT FOR SERVICES**  
**MEIER ARCHITECTURE • ENGINEERING**  
**STANDARD BUSINESS CONDITIONS**

**I. RESPONSIBILITY OF MEIER ARCHITECTURE • ENGINEERING.**

**A. CONFIDENTIALITY AND NON-USE**

During the conduct of specific engineering assignments, Meier Architecture • Engineering (Meier) and its employees may obtain, directly or indirectly, information proprietary to Client. Accordingly, Meier agrees, on behalf of itself and its employees, to maintain as confidential all said proprietary information and not to disclose it without specific authorization from Client, except as may be required by law.

**B. INSURANCE**

Meier maintains insurance coverage in the following amounts, and upon request of Client, will provide a Certificate of Insurance so indicating:

|     | Type of Policy                                                                | Limits of Liability                                   |
|-----|-------------------------------------------------------------------------------|-------------------------------------------------------|
| (a) | Standard Workers' Compensation/<br>Employer's Liability                       | WA State Labor & Industries (No limit)<br>\$1,000,000 |
| (b) | General Liability Combined Single<br>Limit (Bodily Injury/ Property Damage)   | \$2,000,000 Aggregate<br>\$1,000,000 Each Occurrence  |
| (c) | Automobile Liability Combined Single<br>Limit (Bodily Injury/Property Damage) | \$1,000,000 Each Occurrence<br>\$1,000,000 Aggregate  |
| (d) | Professional Liability/Errors<br>and Omissions                                | \$3,000,000 Each Claim<br>\$3,000,000 Aggregate       |

If Client requires additional insurance above and beyond the limits listed above, Client agrees to pay Meier's cost in obtaining the additional insurance.

**C. INDEMNIFICATION/LIMITATION OF LIABILITY**

Meier shall indemnify and hold harmless Client and its officers, employees, agents, successors and assigns from and against any and all liability, claims, demands, suits, actions, third-party claims, penalties, fines, debts, accounts, damages, costs, expenses, losses and attorney fees (hereinafter referred to collectively as "Damages") that either directly or indirectly arise out of, or result from, injury or death to persons, including employees of Client or Meier, or damage to property of whatever kind and nature, only if and to the extent the injury or damage is caused by a negligent act of Meier or its employees or agents in the performance of Meier work under this Agreement. Client shall give prompt notice to Meier of any such suit, claim, demand, or action relating thereto in order to provide Meier with the earliest opportunity to defend against any actions or proceedings for Damages. Meier agrees, however, that any failure on the part of Client to give such notice shall not be deemed a waiver, abrogation or limitation of Meier's obligation to indemnify and hold harmless Client, except to the extent that such failure to give notice actually prejudices Meier's ability to assert defenses available to it. Indemnification under this provision shall exclude any and all Damages that either directly or indirectly arise out of or result from acts, errors or omissions of Client or any of its officers, employees, agents, consultants other than Meier, or other representatives.

**D. LIMITATION OF LIABILITY**

Meier's total aggregate liability for work performed under this contract regardless of theory (negligence, strict liability, contract or indemnity) is limited to the type and amount of insurance coverage as listed above in Paragraph B, entitled INSURANCE then available to satisfy any settlement, judgment or award or Meier's fees paid to date by Client, whichever is less.

**II. RESPONSIBILITY OF CLIENT**

**A. COORDINATION**

Client shall provide a representative to coordinate all onsite activities and to serve as Meier's point of contact.

**B. REVIEW**

Client shall provide timely and expeditious reviews of Meier's reports; provide general guidance during execution of the work and, in general, cooperate to the fullest extent possible during Meier's performance of the work and efforts to meet project schedules.

**C. INDEMNIFICATION**

P21-0217

Page 12 of 14

10/22/2021

B. CHANGES

Only with the consent of both the Client and Meier may make changes in, additions to and omissions from the Scope of Service be authorized under this Agreement. Any increase in the Scope of Service shall be agreed upon in a writing signed by the parties before Meier will proceed with such changes, additions, or omissions. Meier will not be responsible for costs associated with the materials or construction efforts as a result of design errors, clarifications, or omissions not chargeable to Meier's efforts hereunder.

C. DELAYS

Any departure from the stated schedule of work that is caused in whole or in part by a delay originated by Client, or caused by conditions beyond the control of Meier (such as unfavorable weather conditions/events, partial or complete plant shutdown, loss of key personnel, strikes, natural disasters or acts of terrorism) constitutes a change of scope and will be grounds for renegotiation of the contract price and the completion date. Client will be responsible for the cost of any additional work resulting from such delays. Meier will be responsible for notifying Client of any delays.

D. TERMINATION

Either party may terminate this Agreement without cause by providing 10 calendar days written notice to the other party. In the event of termination, Client will pay Meier for all fees and expenses incurred to date of termination, per the related fee schedule for said project.

E. OWNERSHIP OF DOCUMENTS

Upon payment of all fees for services, costs and disbursements, Client shall be entitled to reproduce any documents prepared under this Agreement where such reproduction is in furtherance of project objectives. Any other reproduction, publication, distribution or use of such documents or copies is permitted only upon obtaining prior written consent of Meier. Such documents and copies shall, at all times, remain the property of Meier. All unauthorized uses are at the sole risk of the users.

F. NON-SOLICITATION

Neither Meier nor Client shall offer employment to the employees of the other during this Agreement and for a period of one year following the date on which the employee(s) last performed services under this Agreement, unless there is mutual consent with regard to a particular employee.

G. PRIVACY OF AGREEMENT CONTENT

The information contained in this Agreement is considered privileged and confidential. Any use or release of this information for purposes other than evaluation of its content as a basis of contract award is prohibited.

H. AGREEMENT TERMS AND CONDITIONS

The terms and conditions of this Agreement (which includes both this Exhibit "A" and the "Agreement for Services" to which this exhibit is attached) constitute the entire Agreement between Meier and Client. Any terms, revisions or conditions in Client's purchase orders, correspondence or other forms that are not consistent with the terms, provisions or conditions of this Agreement are void, unenforceable and not part of this Agreement. This Agreement, as defined, supersedes anything written in any other document by either party that is in conflict.

I. CAPTION

All captions or subtitles used herein are intended solely for convenience of reference and shall in no way limit or broaden any of the provisions of this Agreement.

J. WAIVER

Failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver by that party of any such provisions or of the right of such party to thereafter strictly enforce each and every provision of this Agreement.

K. COOPERATION

All parties hereto agree to fully cooperate in all matters related to or arising out of this Agreement.

L. SCRUTINY

This Agreement has been submitted to the scrutiny of all parties and their respective legal counsel and shall be given a fair and reasonable interpretation in accordance with the words hereof without consideration or weight being given to its being drafted by or for one of the parties. If in fact one of the parties has not submitted this Agreement to the scrutiny of their legal counsel, such party stipulates that, despite having had the opportunity to do so, they waived the same and elected to proceed without the benefit of such legal review.

End of Exhibit "A"



MEIEARC-01

JBRAVO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                 |                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Basin Pacific Insurance & Benefits<br>6816 W Rio Grande Ave, Ste C120<br>Kennewick, WA 99336 | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> (509) 735-7506 <b>FAX (A/C, No):</b> (509) 491-3322<br><b>E-MAIL ADDRESS:</b> gsimonson@basinpacific.com |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                                            |                                                                                                                                                               |
| <b>INSURER A:</b> Sentinel Insurance Company, LTD                                                               |                                                                                                                                                               |
| <b>INSURER B:</b> Hartford Accident and Indemnity Company                                                       |                                                                                                                                                               |
| <b>INSURER C:</b>                                                                                               |                                                                                                                                                               |
| <b>INSURER D:</b>                                                                                               |                                                                                                                                                               |
| <b>INSURER E:</b>                                                                                               |                                                                                                                                                               |
| <b>INSURER F:</b>                                                                                               |                                                                                                                                                               |

**INSURED**  
  
 Meier Enterprises Inc.  
 12 W. Kennewick Ave.  
 Kennewick, WA 99336

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                             | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                         |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 52SBAAE7320   | 8/28/2021               | 8/28/2022               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br><b>WA STOP GAP</b> \$ 1,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                           |           |          | 52UECCF6749   | 8/28/2021               | 8/28/2022               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                                |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                |           |          | 52SBAAE7320   | 8/28/2021               | 8/28/2022               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                                                   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below                                               |           | N/A      | 52SBAAE7320   | 8/28/2021               | 8/28/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                      |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Insurance Coverage

**CERTIFICATE HOLDER****CANCELLATION**

Meier Enterprises Inc  
 12 W. Kennewick Ave  
 Kennewick, WA 99336

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John Bane*



## **ADDENDUM 1 TO AGREEMENT FOR SERVICES**

CLIENT: Jon Rickard  
City of College Place  
625 South College Ave.  
College Place, WA 99324

PROJECT: COUNCIL ROOM RENOVATION – TASK 3: NEW BUILDING ADDITION

### **SCOPE OF SERVICES:**

This Addendum covers the cost for additional architectural schematic design and estimate work to the original Agreement for Services Contract between Meier Architecture • Engineering (Meier) and the City of College Place (City) approved on October 27, 2021. The City has requested that Meier provide the following:

1. Up to two (2) schematic floor plans for a new addition off of the west side of the existing City Hall building. The new addition is estimated to be approximately 1800 square feet, single story, and will be used for additional office area.
2. The new addition is not intended to have plumbing fixtures unless, upon code review, new fixtures are determined to be required.
3. The new addition will tie into the existing roof lines and is anticipated to have brick veneer and metal roofing to tie into existing City Hall facility.
4. Provide schematic architectural floor plans and elevations along with a schematic design estimate of construction costs.

### **DELIVERABLES:**

1. Provide up to two (2) schematic design floor plans and elevations for CCF to review and comment on. Drawings will be submitted in PDF format.
2. Develop the approved schematic design plans and elevations into the final deliverable drawings, along with schematic construction cost estimate for the new addition.

### **ASSUMPTIONS:**

1. After schematic design deliverable review comments are received and incorporated into the Contractor pricing level drawings, no major changes to the floor plan layout are expected. A major change is one that affects multiple drawings and poses rework to architectural and structural construction documents.
2. The design will conform to the current edition of the International Building Code (IBC), and applicable local jurisdiction municipal codes.
3. Drawings will be schematic architectural drawings. No structural, mechanical, or electrical work is involved with this Addendum scope of work.
4. The schematic estimate will include square footage costs for structural, mechanical, electrical, and plumbing since these system design will not be included in the scope of work.
5. Civil design is not in Meier's scope of work.



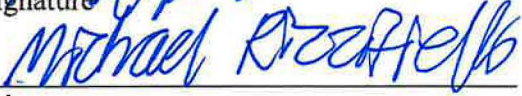
COMPENSATION:

TASK 3: Meier will provide Task 3 services additional services for a firm fixed fee of \$6,000.

APPROVED BY:

City of College Place

  
Signature

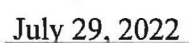
  
Print

  
Date

Meier Architecture • Engineering

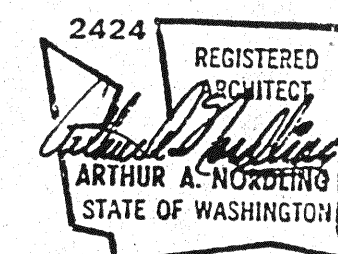
  
Signature

  
Print

  
Date



COLLEGE PLACE,  
WASHINGTON



Architects &amp; Engineers

244 West Main Avenue  
Spokane, Washington 99201  
509/838-8681  
FAX 509/838-2194

Mechanical/Electrical Engineers

**MW Consulting Engineers**  
Great Northwest Bldg., Suite 200  
222 North Wall Street  
Spokane, Washington 99201-0877  
509/838-9020  
FAX 509/838-1123

|            |         |
|------------|---------|
| Job Number | 9119.50 |
|------------|---------|

Drawn By E.P.

Checked By AJ

Date 9/10/91

Revisions \_\_\_\_\_

Sheet Contents

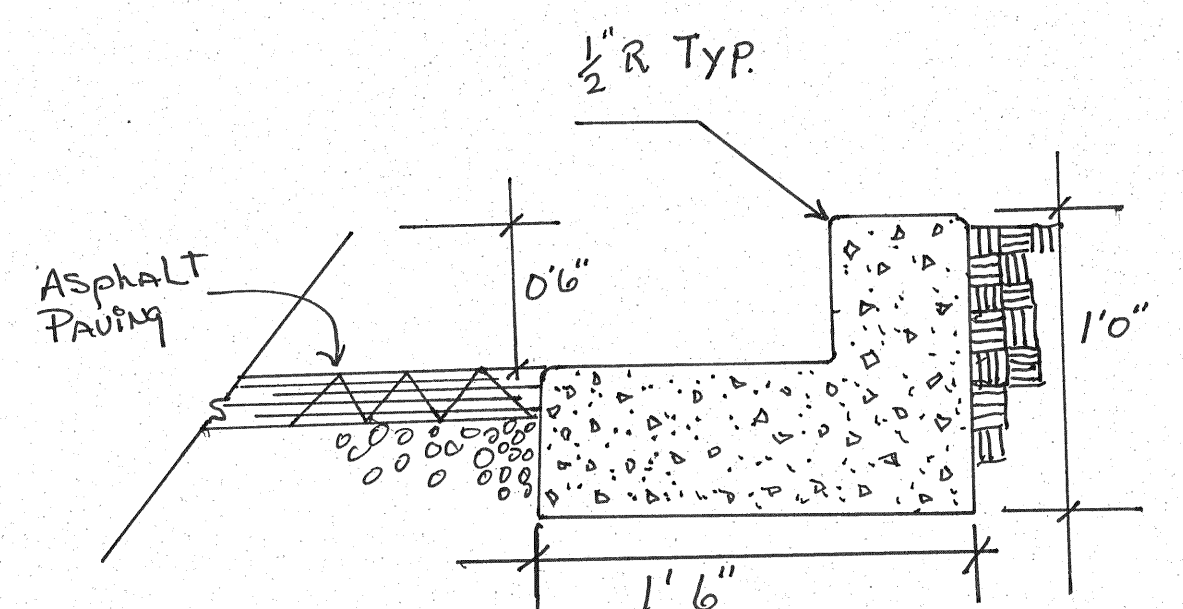
SITE PLAN

### DETAILS

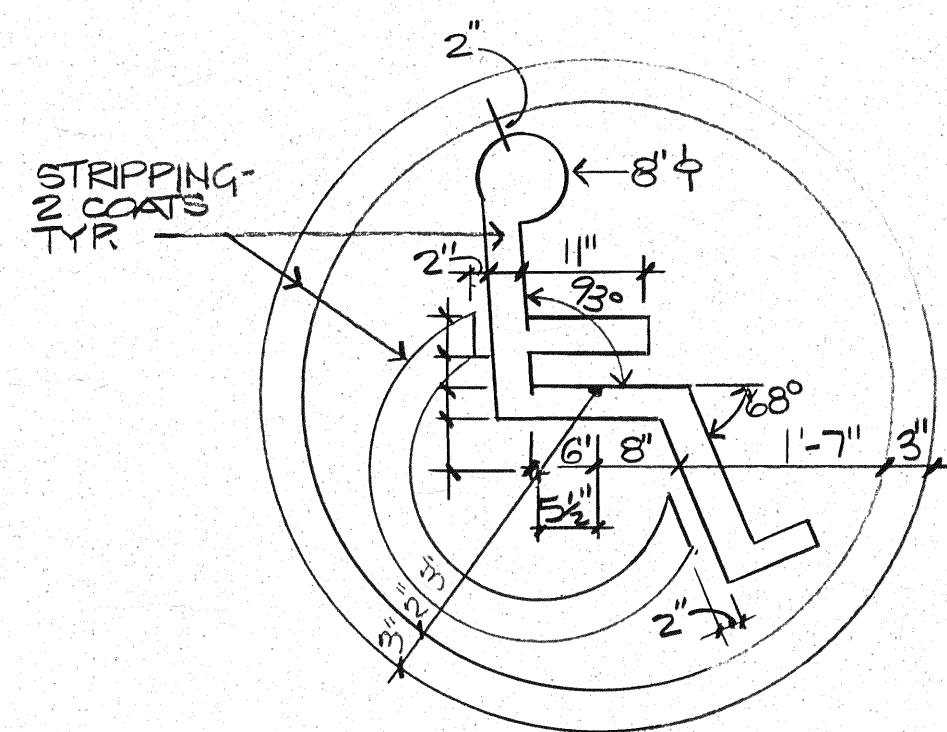
© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 105–112

1. LOCATION OF EXIST. FOUND. AS SHOWN ON THIS PLAN SHALL BE VERIFIED. FOUNDATION LOCATED UNDER NEW BUILDING SHALL BE REMOVED 4'-0" MIN. BELOW NEW BLDG. FLOOR LINE & REPLACE W/ STRUCTURAL FILL AS SPECIFIED.

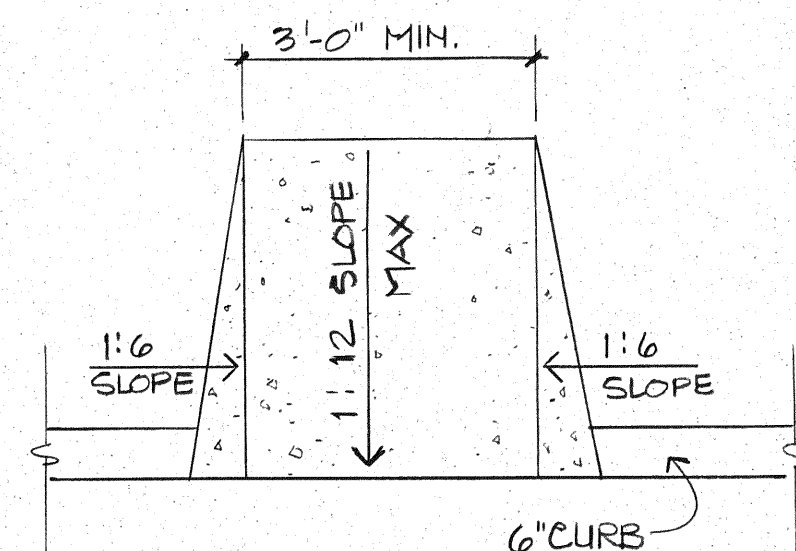
2. OTHER FOUNDATIONS TO BE REMOVED 2'-0" MIN. BELOW FINISHED PAVING SURFACES AND MIN. 1'-0" BELOW STORM SEWER LINES.



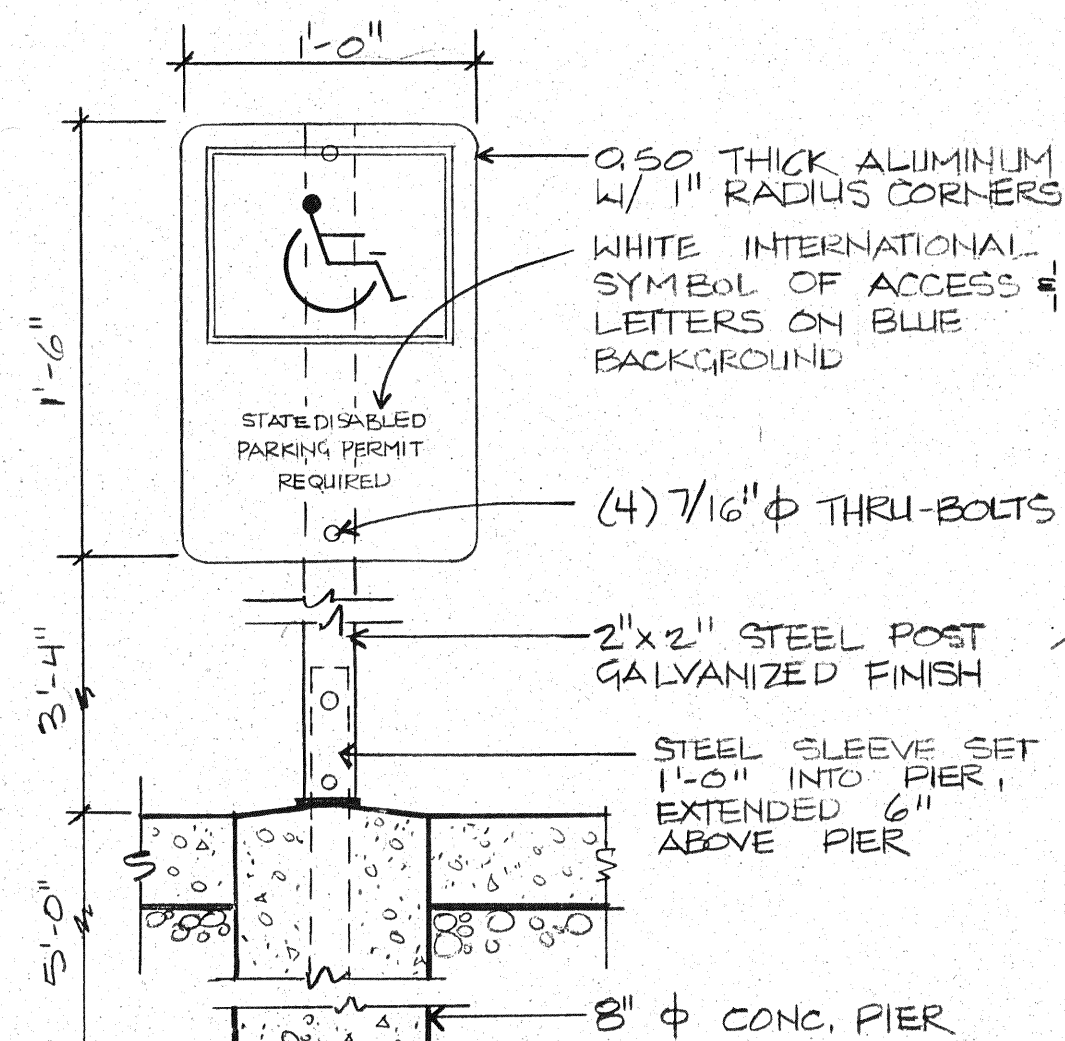
CURB DETAIL



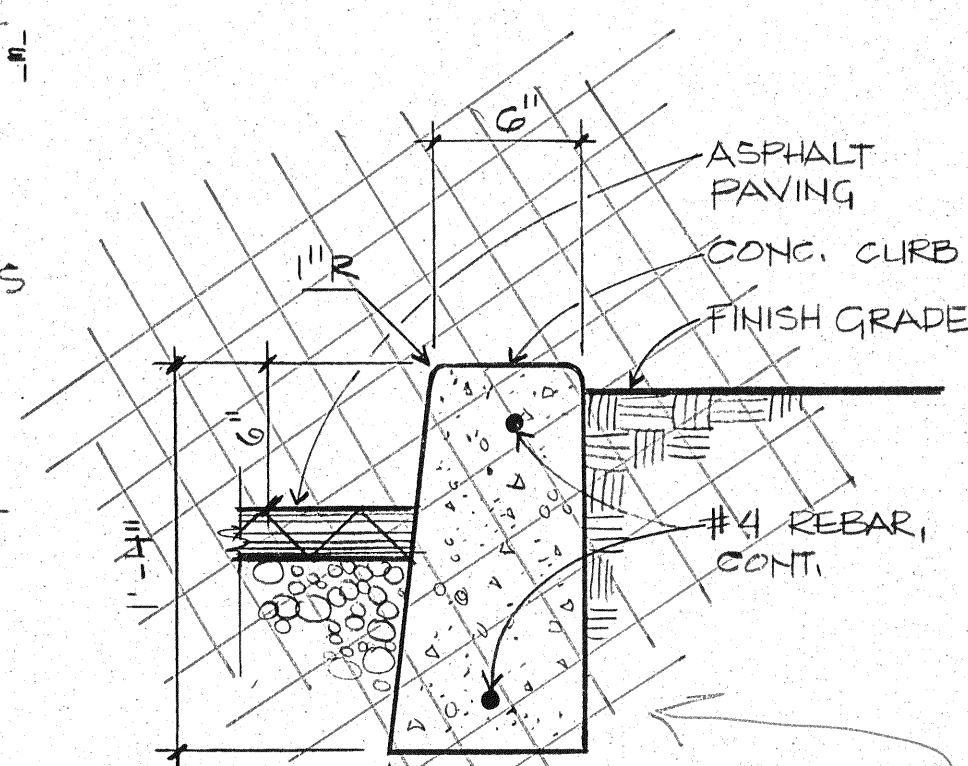
**1** DISABLED PERSON SYMBOL  
N.T. S.



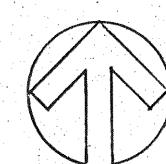
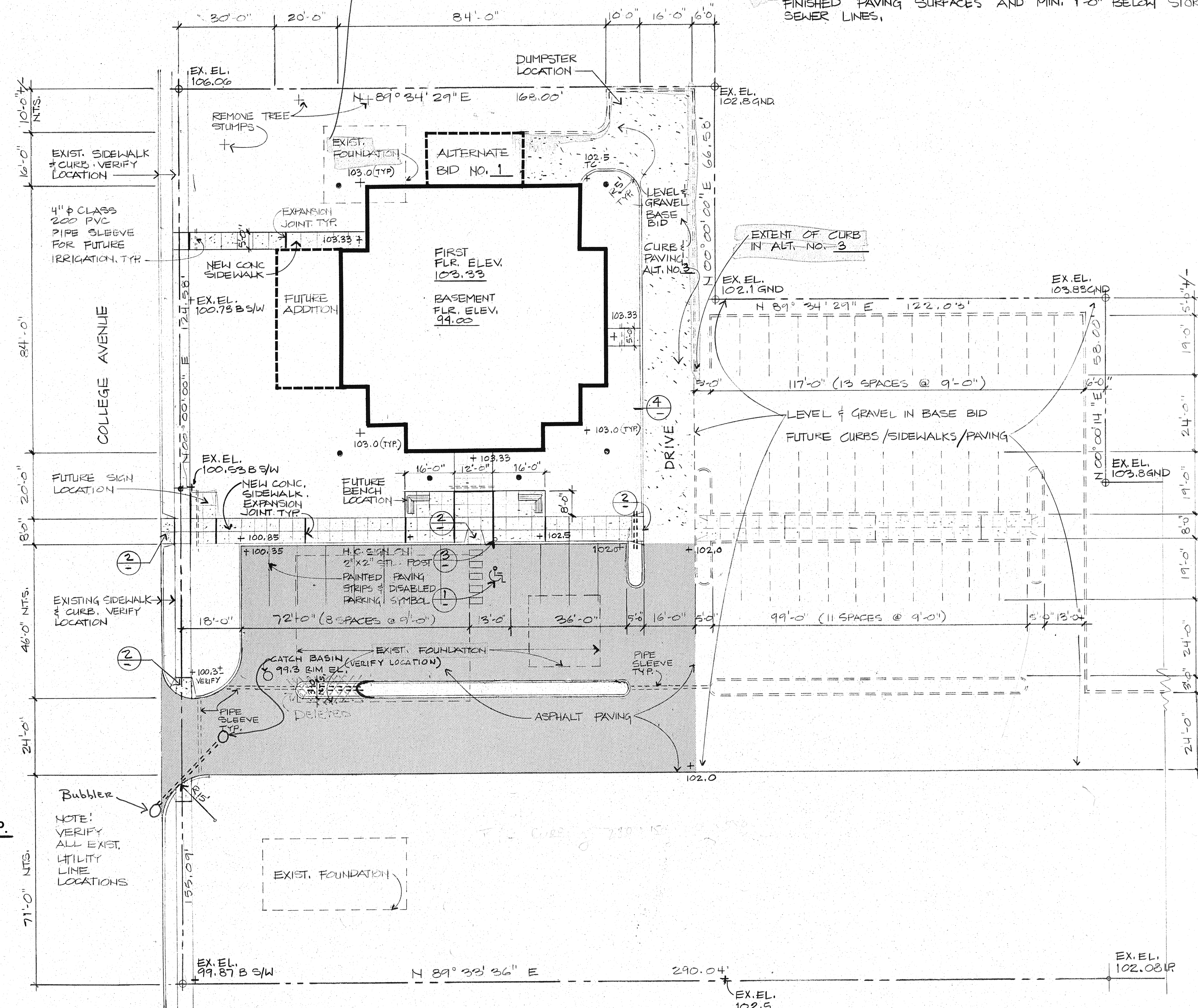
**2** HANDICAPPED ACCESS RAMP - TYP.  
N.T.S.



### 3' DISABLED PARKING SIGN



#### 4 CURB DETAIL



SITE PLAN  
SCALE - 1" = 20'-0"





WASHINGTON STATE UNIVERSITY  
**EXTENSION**



Washington State  
Department of  
**Commerce**

# Writing Broadband Action and Digital Equity Plans

*A workbook for Washington communities*



January 2023

# Table of Contents

[Introduction](#).....1

[How To Use This Workbook](#).....2

[BEAD and Digital Equity Programs Overview](#).....4

[Broadband Equity Access and Deployment \(BEAD\) Program](#).....4

[BEAD Planning in Washington](#).....4

[Role of Local Broadband Action Plans](#).....5

[Digital Equity Act Programs](#).....6

[Covered Populations in the Digital Equity Act](#).....6

[The Role of Local Digital Equity Plans](#).....6

[Anticipated Timeline with Tasks](#).....8

[Resources](#).....10

[Building and Strengthening a Broadband Action Team \(BAT\)](#).....15

[Vision, Goals, and Objectives](#).....16

[Broadband Action Plan](#).....17

[Digital Equity Action Plan](#).....20

[Executive Summary Development](#).....22

[Worksheet Templates](#).....23



# Introduction

With the passage of the Infrastructure Investment and Jobs Act (IIJA), the federal government is making historic investments in [broadband](#) and [digital equity](#), establishing \$65 billion in programs aimed at bringing all U.S. residents online. The bulk of these programs will be implemented at the state level. The successful implementation of this generational opportunity will rely on significant coordination between the State and a wide range of stakeholders, including local and Tribal governments, community-based organizations, [community anchor institutions](#), [Internet Service Providers](#), and others. In Washington, Broadband Action Teams (BATs) and Tribes will play a critical role in the Washington State Broadband Office's (WSBO) local coordination efforts.

[WSBO](#) has partnered with Washington State University (WSU) Extension to support the capacity of BATs and Tribes, and the development of their local Broadband Action Plans and Digital Equity Action Plans. These plans will provide a local framework for planning and implementing projects to expand broadband infrastructure and promote [digital equity](#) for everyone in our communities.

In addition to building this foundational planning framework, the local Action Plans will support the State's local coordination efforts required under the Broadband, Equity, Access, and Deployment (BEAD) and Digital Equity Act (DEA) programs established under the IIJA. This local coordination will provide [WSBO](#) the local input and data they need to ensure that the implementation of these programs serves Washingtonians for decades to come.

Your participation is critical to Washington having a well-informed broadband and digital equity plan that encompasses the diverse realities across Washington and makes inroads into solving the digital divide.

A BAT, community, or Tribe that receives BAT Planning funds will submit the results from these efforts to WSU Extension Broadband and Digital Equity Support team. Results from across the State and Tribal Governments will be compiled and utilized to inform [WSBO](#) and Legislative priorities and allocation strategy for the State's BEAD funding.



# What is the role of WSU Extension?

In this partnership, WSU Extension is working on behalf of the [WSBO](#) to provide technical, operational, and planning funding support for local and Tribal efforts to develop Broadband and Digital Equity Action Plans, which will inform the State's Five-Year Action Plan under the BEAD Program and the State Digital Equity Plan under the DEA Program.

Each participating BAT and Tribe will be paired with a dedicated Support Team, which includes a Regional Project Coordinator, Project Manager, and dedicated Advisory Support. Additionally, participants will be supported by tools, resources, and expertise provided by WSU Extension and our partners.

BATs and Tribes are not required to apply for planning funding support to participate or receive the available technical and operational support. However, those that do receive funds will be required to submit the relevant Action Plans.

The Action Plans developed under this program will be provided to [WSBO](#) to inform the development of Washington's Five-Year Action Plan and the State Digital Equity Plan.



WASHINGTON STATE UNIVERSITY  
**EXTENSION**

WSU Extension is the front door to the University. Extension builds the capacity of individuals, organizations, businesses and communities, empowering them to find solutions for local issues and to improve their quality of life. With a presence in every county in Washington, as well as offices serving the Confederated Tribes of the Colville Reservation and the Kalispel Tribe, Extension has been helping counties and tribes form BATS over the past six years.

WSU

## How To Use This Workbook

This Workbook is a program guide developed to support Broadband Action Teams (BATs), County and Tribal Governments in developing Broadband Action Plans and Local Digital Equity Plans. It provides a roadmap for communities to collect data and develop plans that establish a shared understanding of needs and alignment of priorities that creates a foundation for locally-driven solutions to bring the benefits of the Internet.

As [WSBO](#) undertakes the development and implementation of a statewide plan for broadband and digital equity, local and Tribal input and feedback will be critical to ensure unique realities across our diverse communities are understood and integrated. The plans developed using this Workbook will be provided to [WSBO](#) in a manner that will support the development of robust, locally-informed plans for the entire state of Washington, including Tribes located in this area.

# What is included?

This Workbook is built around a planning guide and related worksheets that are designed to support the development and alignment of local and Tribal Broadband and Digital Equity Action Plans. Filled with templates and tips, this workbook has been designed to walk your team through the steps required to develop robust strategies to ensure your community is prepared to ensure everyone has access to reliable, affordable, high-speed Internet, as well as the skills, technologies, and capacity to use it effectively.

## 1 Overview of BEAD and DEA Programs

To support these local planning efforts, the Workbook begins with an Overview of the BEAD and DEA Programs, as well as Washington State's Digital Equity Act, established by HB 1723. Aligning with these programs can feel complicated at times. This overview will always be there if you need a refresher.

## 2 Anticipated Planning Timeline

To provide you with a better idea of what to expect and how to structure your planning processes, there is a timeline of anticipated tasks associated with the completion of the Action Plans. Each BAT and Tribe are starting from a different place, so this timeline can be adjusted and customized as needed.

## 3 Guide to Resources

There are various resources that WSU Extension and our partners are providing to support local planning efforts. The Guide to Resources will give you a rundown of the different forms of support and how they will be provided to BATs and Tribes that choose to participate.

## 4 Guide to Developing Your Action Plans

At the core of this Workbook is the guide to Developing Your Action Plans, which includes recommendations for aligning your planning efforts, steps to build or strengthen your BAT, where applicable, and a walkthrough of the various components of your Action Plans.

## 5 Worksheet Templates

To support a common structure to the Action Plans, Worksheet Templates are provided. These can be used to structure your thoughts, jot down notes, and collect feedback. Each Template will also be made available in an online form, which will be included in a suite of project management tools.

## 6 Glossary

The terminology used throughout this booklet may not be a part of your everyday vocabulary. The glossary provided at the end of this Workbook will provide the definitions to navigate and effectively use this document to implement your planning efforts.

# BEAD and Digital Equity Programs Overview

Approximately \$48 billion of the funding allocated for [broadband](#) and [digital equity](#) under the IIJA will be administered by the National Telecommunications and Information Administration (NTIA), with the bulk of the funding flowing to states. This guide is focused on two programs that account for the bulk of the available funds—the Broadband Equity Access and Deployment (BEAD) and Digital Equity Act (DEA) Programs.

## Broadband Equity Access and Deployment (BEAD) Program

The \$42.5 billion BEAD Program funds states and territories to develop partnerships with communities and various stakeholders to deploy broadband infrastructure in unserved and underserved areas with the goal to get everyone in the United States online. The NTIA will use the new [FCC Broadband Data Maps](#) to determine funding allocation amounts for each state and territory.

### Eligible Service Areas

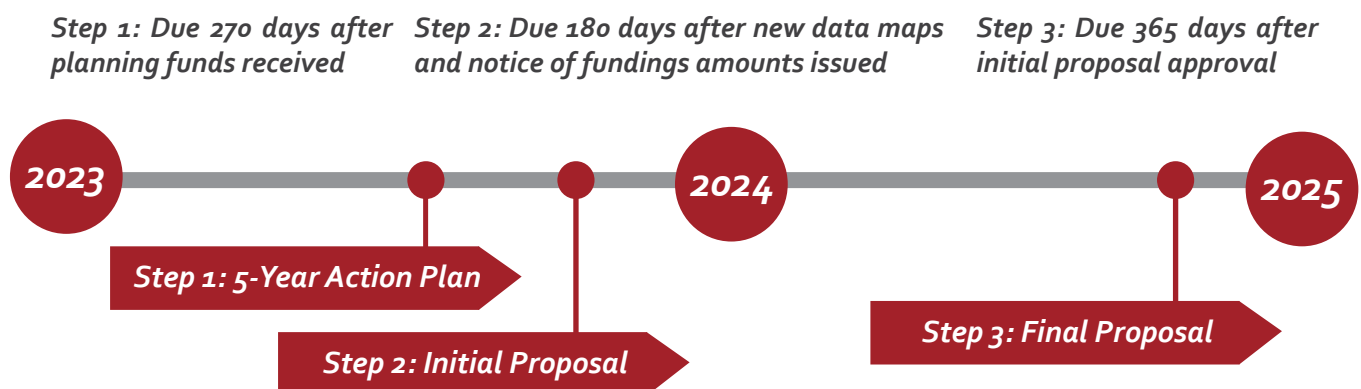
Each state will be responsible for implementing a subgrant program that allocates BEAD funding for the deployment of broadband infrastructure in eligible areas, which include:

**Unserved Area**—Any service area in which 80% or more of the [broadband serviceable locations](#) do not have access to Internet service at, or above, 25/3**Mbps**.

**Underserved Area**—Any service area in which 80% or more of the [broadband serviceable locations](#) do not have access to Internet service at, or above, 100/20**Mbps**.

## BEAD Planning in Washington

The Washington State Broadband Office will be responsible for administering the statewide program under BEAD. To secure Washington’s allocation, [WSBO](#) is required to develop a series of plans and proposals, which include a Five-Year Action Plan, Initial Proposal, and Final Proposal.



Source: National Telecommunications and Information Administration, “The Broadband Equity, Access, and Deployment Program: Program Details for Applicants” (webinar, May 2022, <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-06/June-1-Webinar-Presentation.pdf>)



### Step 1

## Five-Year Action Plan

*Due August 2023*

The Five-Year Action Plan (FYAP) will provide a foundation for BEAD planning by establishing broadband goals, priorities, and a comprehensive needs assessment that the Initial Proposal and Final Proposal will build upon.

### Step 2

## Initial Proposal

*Due December 2023*

The Initial Proposal is the “first draft” of the Final Proposal. It is intended to explain how the State intends to use the BEAD funds and other sources of funding to ensure that every resident has access to a reliable, affordable, high-speed broadband connection. Upon the NTIA’s approval of the Initial Proposal, a minimum of 20% Washington’s allocation will be made available.

### Step 3

## Final Proposal

*Due Late 2024*

The Final Proposal is intended to explain how the State intends to use the BEAD funds and other sources of funding to ensure that every resident has access to a reliable, affordable, high-speed broadband connection, including how it complied with what was included in the Initial Proposal. Upon the NTIA’s approval of the Final Proposal, the remaining 80% Washington’s allocation will be made available.

## Role of Local Broadband Action Plans

Each of these planning phases will directly inform how BEAD funds are deployed in Washington. Throughout the entire planning process, [WSBO](#) will rely on robust local, Tribal, and stakeholder coordination to inform the development of statewide plans and ensure the program’s success in bringing every resident and business in Washington online.

The Broadband Action Plans, as outlined in this Workbook, will serve the critical function of developing local plans alongside the development of the Statewide Five-Year Action Plan. These plans will serve as a foundation upon which communities can build to contribute to the development of the Initial Proposal and Final Proposal while pursuing local solutions.



**Washington Spotlight:** *The public and private sectors partnered in Whitman County, Washington to bring a fiber to the home network to five rural, farming communities on the Palouse.*

## Digital Equity Act Programs

The combined funding pool of \$2.75 billion for the Digital Equity Act established two programs – the State Digital Equity Capacity Grant and Digital Equity Competitive Grant Programs. Both programs aim to ensure that all people and communities have the skills, technology, and capacity needed to reap the full benefits of our digital society. The NTIA established a partnership with the U.S. Census Bureau to determine the allocation of funding to each state.



## Covered Populations in the Digital Equity Act

The Digital Equity Act Programs are designed to prioritize programs that serve the following “Covered Populations.” In reaching these Covered Populations, you should begin by reaching out to the entities that serve those populations, rather than reaching out directly to those populations.

- Populations whose income is under 150% of the federal poverty level
- [Aging Individuals](#)
- Incarcerated, or formerly incarcerated, individuals
- Veterans
- Individuals with disabilities
- Individuals of racial or ethnic minority groups
- Individuals who primarily reside in a rural area
- Individuals with a language barrier, including those who are English learners, or have low levels of literacy

The Washington State Legislature has also identified “Underserved Populations” in HB 1723 which must be considered in state digital equity planning. The Underserved Populations include the Covered Populations identified in IJJA and additionally include:

- Children and youth in foster care
- Individuals experiencing housing instability

This Workbook is designed to support the development of local digital equity plans that provide a foundation of local understanding for digital equity planning in Washington. Therefore, the local plans will include these Underserved Populations in the planning for Covered Populations.

## Role of Local Digital Equity Plans

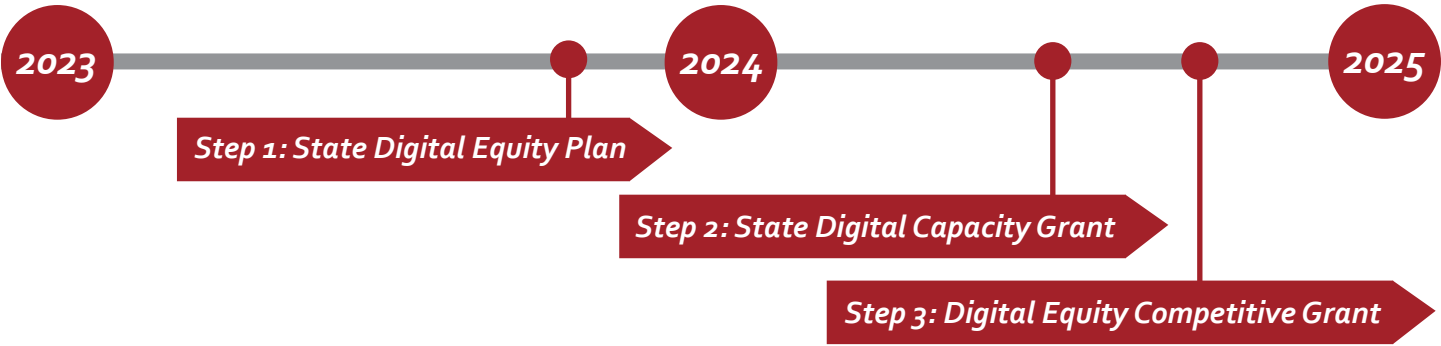
The local digital equity plans developed using this Workbook will be useful for both Digital Equity Act programs, however they are specifically designed for the state grant.

The State Digital Equity Plan and the State Digital Equity Capacity Grant proposal will directly inform how DEA funds are implemented in the state of Washington. Throughout the entire planning process, [WSBO](#) will rely on robust local, Tribal, and stakeholder coordination to inform the development of statewide plans and ensure the

program’s success in ensuring that all people and communities have the skills, technology, and capacity needed to reap the full benefits of our digital society. Through the data gathered in this effort, your team will send valuable information on local assets and areas of concern regarding [digital equity](#). These will inform the statewide plan and will ensure that funds and resources are distributed in the most impactful way possible.

## Digital Equity Planning in Washington

To secure Washington’s allocation of DEA funding, [WSBO](#) is required to use State Digital Equity Planning Grant funds to develop a State Digital Equity Plan (SDEP).



- Step 1

### State Digital Equity Plan

*Due December 2023 (Submission Date Likely September 2023)*

The State Digital Equity Plan (SDEP) is a prerequisite to the State Digital Equity Capacity Grant. The SDEP will assess the current state of [digital equity](#) in Washington and establish the State’s vision, strategy, and goals. The plan will serve as a foundation to pursue funding through the State Digital Equity Capacity Grant and amplify the objectives of stakeholders, including community based regional, local, and Tribal governmental entities, and community-based organizations.
- Step 2

### State Digital Equity Capacity Grant

*Estimated Due Date: Mid 2024*

The \$1.44 billion State Digital Equity Capacity Grant Program is designed to support capacity for [digital inclusion](#) initiatives, programs, and the implementation of the SDEP. These may include a wide range of activities including support for resources for developing digital skills, digital navigator programs, and other activities to support the adoption and application of the Internet and connected. Upon the approval of a proposal, Washington will receive its allocation to support a five-year grant program.
- Step 3

### Digital Equity Competitive Grant Program

*Estimated Due Date: Mid-Late 2024*

The \$1.25 billion Competitive Grant Program will be launched shortly after the NTIA begins distributing funds under the State Digital Equity Capacity Grant, providing an opportunity for local governments, tribes, non-profits, [community anchor institutions](#), education agencies, workforce development organizations, and other entities to apply directly to the NTIA for funding to implement digital equity programs. Funding will be made available directly to successful applicants.

# Anticipated Timeline with Tasks

## January 2023

- ☐ Program Launch Webinars (January 19 and 20)

## February 2023

- ☐ Local BAT and Tribal Launch Session with your Regional Project Director
- ☐ Inform [WSBO](#) of your Recurring BAT Meeting Schedule for BATs
- ☐ Review Workbook as a Team
- ☐ Discuss Program and Tasks Ahead
- ☐ Review Community Broadband Base Map and Discuss Data
- ☐ Complete "Building and Strengthening Your BAT" Template
- ☐ Identify a Team or Tribal Lead Responsible for Collecting and Submitting Team Data
- ☐ Begin Outreach to Entities Serving Covered Populations in Your Community
- ☐ Identify Local Data Sources for Broadband and Digital Equity Asset Inventory
- ☐ End of Month: Upload Any Information Collected to Online Project Folder

## March 2023

- ☐ Develop Vision Statement for Your Team
- ☐ Define Your Team or Tribe's Goals and Objectives
- ☐ Review Community Broadband Map
- ☐ Begin to Identify Infrastructure Gaps and Areas of Concern
- ☐ Begin to Identify Digital Equity Gaps and Areas of Concern
- ☐ Continue Collecting Local Data and Resources
- ☐ End of Month: Upload Any Information Collected to Online Project Folder

## April 2023

- ☐ Review Community Broadband Map with any Updated Data
- ☐ Identify Infrastructure Gaps and Areas of Concern
- ☐ Identify Digital Equity Gaps and Areas of Concern
- ☐ Discuss Potential Solutions
- ☐ Send Draft Sections for Upload

## May 2023

- ☐ Integrate Solutions into Community Map
- ☐ Complete Executive Summary

## June 2023

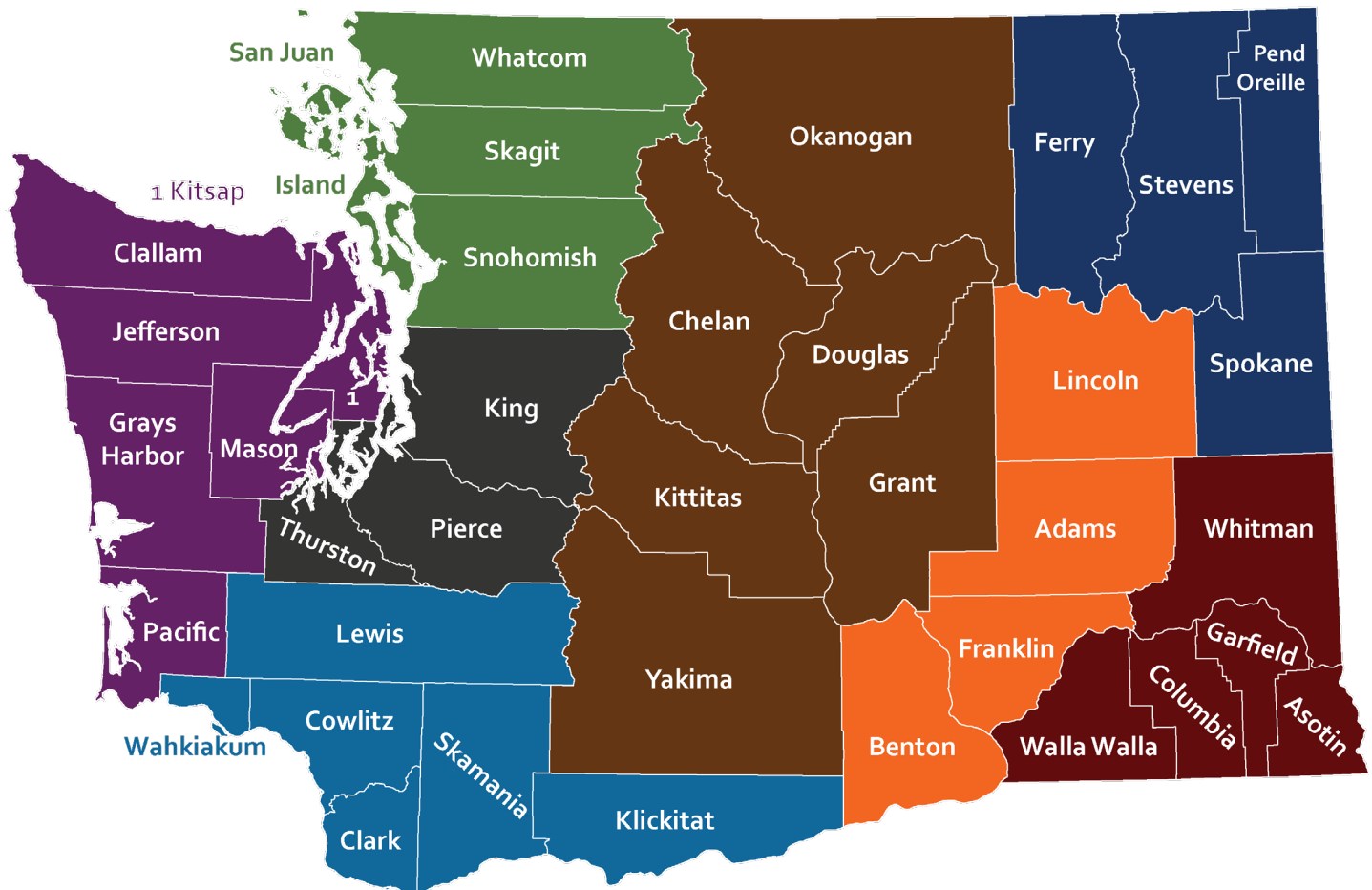
- ☐ Submit Workbook Data to WSU Extension
- ☐ Workbooks Statewide are Compiled and Delivered to [WSBO](#)



# Planning Regions

The State has been divided up into 8 Regions by counties for regional planning efforts and to allocate program support resources. Each county will have a Broadband Action Team that will be engaging in this effort. The regions are shown in the map below.

Tribes have been allocated a resource set outside of these regions for tribally-specific planning efforts. Tribes may also, and are encouraged to, participate in the county and regional planning efforts if they so choose.



-  **Region 1:** Clallam, Jefferson, Kitsap, Grays Harbor, Mason, and Pacific Counties
-  **Region 2:** Whatcom, Skagit, Snohomish, San Juan, and Island Counties
-  **Region 3:** Ferry, Stevens, Pend Oreille, and Spokane Counties
-  **Region 4:** Okanogan, Grant, Chelan, Douglas, Kittitas, and Yakima Counties
-  **Region 5:** Pacific, Lewis, Wahkiakum, Clark, Cowlitz, Skamania, and Klickitat Counties
-  **Region 6:** Adams, Lincoln, Benton, and Franklin Counties
-  **Region 7:** Walla Walla, Columbia, Garfield, Asotin, and Whitman Counties
-  **Region 8:** King, Pierce, and Thurston Counties

# Resources

There is a lot of information and work included in this Workbook—but you’re not facing this task alone. A team has been assembled to support your work throughout this process and ensure that your community is well-represented in this broadband infrastructure and digital equity planning effort.



## Regional Support Teams

Broadband Action Teams and Tribes will be assigned a regional program coordinator, advisory support, and a project manager to support the development of local plans. These team members will be available to attend your in-person and virtual meetings, support the gathering of data, help with keeping timelines and tasks on track, and linking your team to tools and resources that will support the development of your local inventory assessment and digital equity plans. If you need support throughout the process—we’re here to help!

## Regional Program Coordinators

The Regional Program Coordinator assigned to your region will be your primary point of contact throughout this planning process. They will provide general support for your overall planning efforts and help navigate each step of the process. Your Coordinator will be prepared to provide a wide range of project and technical support, pulling in support from the advisory staff, project manager, and the statewide team as additional expertise is required.

The Regional Program Coordinators will be available to attend your regularly scheduled BAT or Tribal planning meetings to provide answer questions and provide updates and support, as needed. They will also be available to attend special planning meetings, as schedule allows.

If you have any questions, concerns, or requests your Regional Program Coordinator will be your go-to and the rest of the team will be ready to jump in at your request!

## Regional Advisory Support

The Regional Advisory Support will primarily be available to provide additional subject matter expertise to support you throughout the planning process. They are primarily tasked with providing additional technical support, but will occasionally provide project support as needed, when your Coordinator is not available. Advisory Support will generally be requested through your Coordinator.

# Planning and Project Management Tools

## Worksheets

Starting on page 23 of this Workbook, you will find worksheets that provide a template for completing each component of the Broadband and Digital Equity Plans. There is at least one worksheet associated with each necessary component.

In the format provided in this document these worksheets are perfect for organizing thoughts, taking notes, or gathering feedback at meeting or events. These worksheets will also be made available to each participating BAT and Tribe as an online form for collecting input and a spreadsheet for reviewing and processing the data and information.

## Base Map

Each participating BAT and Tribe will be provided with a Base Map that includes known infrastructure data and known digital equity indicators. These maps can be improved with the addition of local data. These maps will help identify where current assets exist and where there are gaps.

## Project Management Suite

Each participating BAT and Tribe will be provided with a collection of tools that are designed to support the completion of plan components, tracking of deliverables, compiling the plan, assist with outreach, and more. The Project Managers will configure each suite of tools for each participating entity and provide support as needed in using the tools.

## Workshops and Office Hours

Workshops and office hours will be held throughout the duration of the project to provide support.

## Digital Equity Support Team

The Digital Equity Support Team will provide workshops, office hours, and other forms of support throughout the planning process. These efforts will provide direct support for local digital equity planning processes, provide examples of proven approaches for specific planning needs, and facilitate connections around common challenges and opportunities.

## Digital Equity Planning Workshops

Digital Equity Planning Workshops will be held on Tuesdays from 2-3pm, starting January 31st. Each workshop will focus on a specific component of the Digital Equity Action Plan, strategies for reaching covered populations, or highlight proven approaches to local planning.

A schedule will be published at [broadband.wsu.edu](https://broadband.wsu.edu) and updated regularly.

## Digital Equity Planning Office Hours

Digital Equity Planning office hours will be held on Fridays from 2-3 p.m., starting February 3. Each session will provide an open time for questions and sharing information for anyone who wants direct equity planning support or has specific questions.

## Broadband Infrastructure Support Team

The Broadband Infrastructure Support Team will provide workshops, office hours, and other forms of support throughout the planning process. These efforts will provide direct support for local broadband action planning processes, provide examples of proven approaches for specific planning needs, and facilitate connections around common challenges and opportunities.

## Broadband Action Planning Workshops

Broadband Action Planning Workshops will be held as needed, based on common themes. Each workshop will focus on a specific component of the Broadband Action Plan, strategies for reaching covered populations, or highlight proven approaches to local planning.

A schedule will be published at [broadband.wsu.edu](https://broadband.wsu.edu) and updated regularly.

## Broadband Action Planning Office Hours

Broadband Action Planning Office Hours will be scheduled during critical junctures in the planning process. Each Office Hours sessions will provide an open time for questions and sharing information for anyone who wants broadband action planning support or has specific questions.

Go to [broadband.wsu.edu](https://broadband.wsu.edu) for the most up-to-date online resources to accompany this workbook.

### Welcome

This site will help support Broadband Action Teams in their formation and development of a Five-year Broadband plan and a Digital Equity Plan.

### Webinars

Join us for our kickoff webinar.

- Thursday, January 19th, 10 AM: [Registration Link](#)
- Friday, January 20th 2 PM: [Registration Link](#)



WASHINGTON STATE UNIVERSITY  
EXTENSION



Washington State  
Department of  
Commerce

You're invited to join WSU Extension, Washington State Broadband Office, and our partners for a workshop to kickoff the process for developing local Broadband Action Plans and Digital Equity Plans, discuss the critical role of Broadband Action Teams, and clearly outline how local efforts will align with the statewide planning for the Broadband, Equity, Access, and Deployment (BEAD) and Digital Equity Act programs.

During this workshop we will:

- Provide an overview of the partnership between WSBO and WSU Extension
- Define the roles within the process of WSBO, WSU Extension, and other partners and contractors
- Walk through the process for developing Broadband Action Plans and Digital Equity Plans, including how to use the guides, tools, and other resources that we have available to support your efforts.
- And answer all your questions!

Prior to the webinar, you will be receiving a copy of the Workbook designed to provide a comprehensive guide to the planning process.



# Developing Your Action Plans

The Broadband and Digital Equity Action Plans will provide local frameworks for communities to ensure that meaningful broadband access, adoption, and application is available to everyone.

While broadband and digital equity planning each have distinct components, they should be viewed as complementary efforts aimed at the core objective of closing the digital divide. As the BEAD program highlights, successful infrastructure deployment requires that all communities can meaningfully adopt and use high-speed internet services, particularly those that have historically been excluded from access, such as communities of color, Tribal nations, rural areas, and lower-income areas. To support this alignment, we recommend that the planning efforts are closely coordinated.



**Washington Spotlight:** Nearly 700 homes and businesses in rural Pomeroy, Washington have access to high-speed broadband since the Port of Garfield completed its fiber-to-the-home project in 2021. Previously, most of Garfield County was limited to aging copper systems that exceeded the distance limitations for all except the slowest DSL services.

## Aligning Broadband And Digital Equity Plans

This Workbook and the included planning templates are designed to support distinct, yet coordinated planning processes. The Broadband and Digital Equity Action Plans may be led by different working groups, or separate entities, but should regularly coordinate and provide updates through a central process, most likely the local Broadband Action Team.

## Unified Plan Components

To facilitate this coordination, both plans should share an executive summary and a general overview that includes unified vision, goals, and objectives. Each plan will then identify specific needs, assets, gaps, obstacles, and paths forward. Between the two plans, there should collectively be priorities, activities, and strategies, ensuring that each of the stated goals and objectives is addressed by at least one, if not both, of the plans.

## Coordination Between Teams

If the Broadband and Digital Equity Action Plans are developed by different teams or lead entities, there are several recommendations to support ongoing collaboration:

- Include at least one member from Broadband Action Plan Team on the Digital Equity Action Plan Team and vice versa
- Establish a clear process to share information and updates between planning teams
- Ensure that Broadband and Digital Equity planning progress is shared during BAT Meetings

For participating Tribes, the section on Building and Strengthening your BAT and associated Worksheets may not be directly relevant, but could provide useful information.

## Coordinated Stakeholder Outreach

Stakeholder engagement and outreach should be coordinated throughout the process of developing broadband and digital equity plans. Conducting outreach as a cohesive effort for the two programs will reduce the burden and confusion on community stakeholders. Some initial outreach tasks may include:

- Assembling a comprehensive lists of stakeholders, identify overlaps, and coordinate or combine outreach to those stakeholders
- Planning and hosting combined meetings and events

## Building and Strengthening Your BAT

Broadband Action Teams (BATs) are community-driven collaborations that meet regularly to develop local capacity to identify and address opportunities, challenges, opportunities, goals, strategies, and plans to address the [broadband](#) and [digital equity](#) needs for their communities. Tribes are encouraged to engage with local BATs and can choose to develop and submit their Broadband Action and Digital Equity Plans with that BAT and/or independently.

An active BAT can assist in the identification of broadband gaps then work with providers and funders to target investments to the locations with the greatest need and highest demand. The local knowledge and engagement of BAT members can help reduce telecommunications overbuilds. Establishing or strengthening a BAT is an important step in supporting planning and coordination at the local and state level.

It's easy to see why BATs play an important role in identifying the [broadband](#) and [digital equity](#) needs of Washington's communities, and how important they will be in developing the plans for the state's BEAD strategy.



A BAT can help a community:

- Centralize the [broadband](#) conversation,
- Assist local and statewide [digital equity](#) and inclusion efforts,
- Represent community technology and accessibility needs,
- Connect participants to collaborative project goals, and
- Bring early awareness of community projects to funding opportunities.

We have included worksheets in this workbook that can help you along the path, whether you are a seasoned Broadband Action Team, or you are just launching to facilitate the efforts of these programs.

### Worksheet #1: Pre-BAT Effort Inventory

If your community doesn't have an active BAT, Worksheet #1: Pre-BAT Effort Inventory may help you launch.

## Worksheet #2: Building Your BAT

Worksheet #2: Building Your BAT may be utilized to log the members of your team and help you determine who should/could participate in your BAT to ensure you have a diverse and representative group. Fundamental to planning efforts, is ensuring that key stakeholders including covered populations have representation. Take a moment to identify the members of your team and determine who should/could participate in your BAT to ensure you have a diverse and representative group.

## Worksheet #3: Defining BAT Roles

Every BAT will want to have certain people identified who will carry out the tasks needed to maintain the group. These include leadership roles, note takers, the data collector, and folks who specialize in specific topics related to [broadband](#) and [digital equity](#). This worksheet will help you identify and log what members of your BAT are committed to engaging those roles.

## Worksheet #4: BAT Communications

Communicating with the community will be central to developing a broadband infrastructure and digital equity plan. This worksheet will help your team define the methods of communication you will utilize to spread the word about efforts you're engaging in and solicit feedback from the community.

# Visions, Goals, and Objectives

Having a clearly defined vision can support team cohesion through the development of alignment for what success looks like for your community. This vision will inform strategies, serve as a guide for setting goals and objectives, and determine the activities the community will choose to identify as prioritize in its Broadband Action Plan.

## Worksheet #5: Writing a Vision Statement

Worksheet #5 provides examples of vision statements, and a space for you to write down your team's vision of what success looks like for this planning process.

## Defining Your Goals and Objectives

The goals outlined in the Broadband Action Plan will inform later plans, applications, and projects and should consider long-term objectives for deploying [broadband](#), closing the digital divide, addressing access, affordability, equity and adoption issues, and enhancing economic growth and job creation.

## Worksheet #6: Defining Your Team's Goals And Objectives

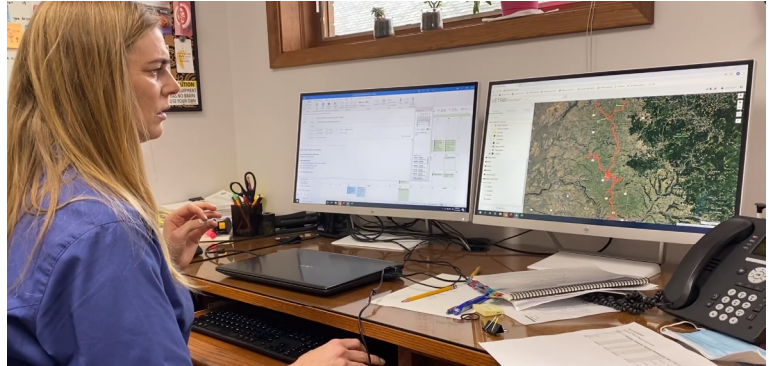
Use Worksheet #6 with your team to outline the collective goals and objectives for broadband deployment and digital equity in your community.

# Broadband Action Plan

Each BAT and Tribe participating in this effort will be provided a Broadband Base Map at the onset of this planning effort that has been developed from publicly available data. This may be utilized as a jumping-off point for understanding the current services, infrastructure, and demographic attributes in the area.

Local resources such as GIS datasets, previously collected survey data, studies, projects, etc., may be integrated into this mapping resource to further understand the needs and dynamics of the area, and strategize solutions for gaps that are known or found to exist.

Asset mapping at the state level helps to identify and build on the state's existing resources, networks, and strengths; these are the assets. This process helps emphasize capacity building and community-based solutions, and it works with community members and organizations as partners invested in solutions, rather than as problems to be solved. By mapping the connections of core assets in a region or community, and then expanding iteratively, the asset mapping process can generate a robust network of potential partners and stakeholders.



*Local resources, such as GIS datasets, may be integrated into the County or Reservation-wide Broadband Needs Map provided to each participating BAT and Tribe.*

Asset mapping is also particularly effective at uncovering resources in the community that would not otherwise have been invited to “a seat at the table” in a more traditional planning or engagement approach. Identifying the opportunities, interpersonal networks, and resources already present in a community will help identify areas to support and scale strategies that are already in place – which reduces duplicative efforts. In turn, asset mapping supports the empowerment of community institutions and people by sharing ownership in the local coordination efforts.

This section of the workbook is broken down into five parts:

- 1 Review Local Broadband Base Map Data**
- 2 Collect Local Broadband Asset Inventory Data**
- 3 Broadband Infrastructure Needs Assessment**
- 4 Obstacles And Barriers To Broadband Infrastructure Deployment**
- 5 Potential Paths Forward**



## 1. Review Local Broadband Base Map Data

We have collected publicly available data from various sources to create a broadband base map for you community. The layers on this map will include things like data from the Washington State Broadband Office's Speed Test, NTIA's Indicators of Broadband Need, Public Broadband Networks, [Community Anchor Institutions](#), and more. As a group, we'll review this base map and look to understand if the data reflects what local community members know to be true. We'll also be trying to assess what data is missing from this map.

### Worksheet #7: Reviewing Your Broadband Base Map

Worksheet #7 provides a space for you to write the URL of your local base map and take notes on your observations of the characteristics of the map. This will allow for you and your team to not only understand what the existing data is saying about broadband availability in the area, but also perhaps notice specific areas that are served, underserved, and unserved according to the public data.

## 2. Collect Local Broadband Asset Inventory Data

After reviewing the broadband base map data, your team will be tasked with collecting additional local data that would help to inform what assets exist in your community that are not represented on the base map. This may include:

- ☐ Requesting shapefiles of local networks from [local internet service providers](#)
- ☐ Locating any previously conducted local broadband survey or feasibility study data
- ☐ Surveying anchor institutions about the quality of their services
- ☐ Asking for GIS Data from your local utility and municipal entities, such as:
  - ☐ Tribal Entities
  - ☐ The County
  - ☐ Cities
  - ☐ PUDs
  - ☐ Ports
  - ☐ Other Local Utilities

You may also request a No-Cost Rapid Design Broadband Study Grant from the Washington State Broadband Office to add to your data set. To request this, have a representative from the County email [WSBO](#) at [wsbo@commerce.wa.gov](mailto:wsbo@commerce.wa.gov).

### Worksheet #8: Local Asset Inventory

The broadband base map is just a start- your local assets being mapped on your local broadband map will help to develop this resource for your community. The local asset inventory form may be utilized to request data from local utilities and municipalities to support the collection of data from these organizations that may provide useful for local broadband planning efforts.

## Worksheet #9: Community Anchor Institution Service Inventory

The Washington State Broadband Office has set the goal that all [community anchor institutions](#) should have access to 1/1Gbps services by the year 2028. In order to meet this goal, it will be critical that we have good information on the current level of services that these organizations are getting today. This worksheet can help create an inventory of your local CAls and serve as a place to tabulate what you learn about their current services.

## Worksheet #10: Internet Service Provider Outreach

[Local Internet Service Providers](#) are the current organizations providing internet services in your community. This worksheet can serve as a template request form to ask for more information about the services and programs they may have in your community.

## 3. Broadband Infrastructure Needs Assessment

Now that you and your team have reviewed the broadband base map and have collected your local asset data it's time to take a look and identify areas that appear to be struggling with the infrastructure component to broadband access. You may notice from this data that there are areas that appear to be well-served, under-served, and unserved.

## Worksheet #11: Infrastructure Gaps On Our Community Broadband Map

## 4. Obstacles To Broadband Infrastructure Deployment

From the conversations you've had with local leaders, [Internet Service Providers](#), Utility Providers, and community members. What do you perceive to be the obstacles to broadband infrastructure deployment in your community? Worksheet #12 gives you space to brainstorm as a team about what the barriers your area is facing to ubiquitous high-speed [broadband](#).

## Worksheet #12: Obstacles To Broadband Infrastructure Deployment

## 5. Potential Paths Forward

Through this process, you've likely learned a lot about the assets and challenges that exist within your community. With this information, now your team can imagine potential paths forward for how to overcome those barriers to infrastructure access in your community.

Worksheet #13 gives you and your team space to write down those potential paths forward.

## Worksheet #13: Potential Paths Forward For Broadband

# Digital Equity Action Plan

The Digital Equity Action Plan is a local plan developed to identify the needs, existing assets, barriers to full use, and strategies to support Covered Populations. The plan should be as inclusive as possible of local stakeholders. The activities planned and implemented through this process build toward achieving digital equity.

[Digital Equity](#) is a phrase that is used to encompass that digital access and skills are now required for full participation in many aspects of society and the economy. Digital Equity links [Digital Inclusion](#) to social justice and highlights that a lack of access and/or skills can further isolate individuals and communities from a broad range of opportunities. Things that support [digital equity](#) include Public Internet Access, Public Device Access, Affordability, Adoption, [Digital literacy](#) skills, Online safety, and internet-connected device availability/affordability. These are all things that are as important as the physical network infrastructure for communities to achieve bridging the digital divide.

Each BAT and Tribe participating in this effort will be provided digital equity data at the onset of this planning effort that has been developed from publicly available data. This may be utilized as a jumping-off point for understanding the demographics of the area and common digital equity measurements. Local resources and discussions are critical to further understand the needs and dynamics of the area and strategize solutions for gaps that are known or found to exist.

This section of the workbook is broken down into five parts:

- 1 Review Local Population Demographic Base Map Data
- 2 Collect Local Digital Equity Asset Inventory Data
- 3 Conduct a Digital Equity Needs Assessment
- 4 Identify Barriers to Broadband Access and Adoption
- 5 Potential Paths Forward

## 1. Review Local Digital Equity Indicators Base Map Data

Similar to the broadband infrastructure data we have reviewed on this map, we have also collected publicly available data from various sources on demographic and digital equity indicators for the populations in your community and have integrated them into the broadband base map for your community. The layers on this map will include things like data from the census on income levels, access to device ownership, unemployment, median age, level of education attained, Affordable Connectivity Program eligibility and participation, and more. As a group, we'll review these indicators to understand if there are populations or areas that may benefit from additional programs or resources to support with realization of the benefits and opportunities that high-speed Internet service can bring.

We will also work with you to identify what additional data is available or may be needed to develop a more comprehensive understanding of the needs and barriers to broadband access, adoption, and use.

## Worksheet #14: Reviewing Local Demographic Data In Your Broadband Base Map

Worksheet #14 provides space for you to write the URL of your local base map and take notes on your observations on the population and demographic characteristics of the map. This will allow for you and your team to understand what the existing data says relating to demographics in your area, but also perhaps allow you to notice data that is inaccurate, missing, or surprising.

## 2. Collect Local Digital Equity Asset Inventory Data

After reviewing the demographic base map data, it will be the task for your team to collect additional local data for the Digital Equity Asset Inventory that will help identify what resources, plans, and programs already exist to support digital equity for Covered Populations in your community. The Digital Equity Asset Inventory is an iterative product that will be developed and remain useful throughout and beyond this planning process.

### Steps to Building Your Asset Inventory

- ☐ Review pre-identified digital equity assets available to your community
- ☐ Ask BAT members to identify and input known assets
- ☐ Coordinate community outreach efforts
  - ☐ Identify local stakeholders that may play a role in digital equity efforts
  - ☐ Assign outreach tasks
  - ☐ Ask stakeholders to provide input using Worksheet #15
- ☐ Analyze and develop a summary report of asset inventory
  - ☐ Identify which types of services are available throughout the region
  - ☐ Identify service areas of available services
  - ☐ Identify which services are available for Covered Populations
  - ☐ Identify any regional, sub-regional, tribal, or stakeholder digital equity plans
- ☐ Recommend any necessary follow-up with stakeholders
- ☐ Add to the inventory and summary report iteratively throughout planning process

Each community will have different assets available and different stakeholder networks for collecting the necessary data. A successful asset inventory process involves coordinated outreach and reflects the input of a range of stakeholders in your community.

### Worksheet #15: Digital Equity Asset Inventory

The base map with population data is just a start- local assets being added to your broadband map will help develop this resource for your community. The local asset inventory form may be utilized to request data from local organizations working to support digital equity and inclusion initiatives. Documenting and organizing data from these organizations may provide useful for local broadband planning efforts. Worksheet #15 can be utilized as a sheet to distribute to local agencies to help document their current and future efforts.



### 3. Conduct a Digital Equity Needs Assessment

Once your team has reviewed the population and demographic data on your broadband base map and have collected your local digital equity asset data it's time to take a look and identify areas that appear to be left behind when it comes to support services around the digital equity and access component to broadband access. What areas are you seeing that seem to be missing public computer centers, digital navigator programs, or other needed programs?

**Worksheet #16: Digital Equity And Access Needs Assessment**

### 4. Identify Barriers To Broadband Access And Adoption

From the conversations you've had with local stakeholders, including those with lived experience, what do you perceive to be the obstacles to broadband access, adoption, and use in your community? Worksheet #17 gives you space to brainstorm as a team about what the barriers your area is facing to ubiquitous high-speed [broadband](#).

**Worksheet #17: Obstacles To Broadband Access And Adoption**

### 5. Potential Paths Forward

You've also learned about the assets your community has for [broadband](#). In your discussions have you learned things that have helped you define potential paths forward for bringing better broadband access to your area? Worksheet #13 gives you and your team space to think through potential paths forward for how to overcome the barriers that exist for your community.

**Worksheet #18: Potential Paths Forward For Digital Equity**

## Executive Summary Development

You've reached the end of your Broadband Infrastructure and Digital Equity Planning Effort. **Congratulations!**

Now it is time to go through all that you've learned and assemble an executive summary. Your worksheets should make this part a breeze. Key questions you'll answer in your executive summary include:

- What has been accomplished in our community already for [broadband](#)?
- What assets exist?
- Where does our community have infrastructure gaps?
- What kinds of digital equity issues is our community facing?
- What is our vision for overcoming these issues?

One final worksheet is waiting for you that will help you compile notes for this summary.

**Worksheet #19: Key Points For Your Executive Summary**

# Worksheet Templates

|                                                                                         |    |
|-----------------------------------------------------------------------------------------|----|
| <a href="#"><u>Worksheet #1: Pre-BAT Effort Inventory</u></a>                           | 24 |
| <a href="#"><u>Worksheet #2: Building Your BAT</u></a>                                  | 25 |
| <a href="#"><u>Worksheet #3: Defining BAT Roles</u></a>                                 | 28 |
| <a href="#"><u>Worksheet #4: BAT Communications</u></a>                                 | 29 |
| <a href="#"><u>Worksheet #5: Writing Your Vision Statement</u></a>                      | 30 |
| <a href="#"><u>Worksheet #6: Defining Your Team's Goals and Objectives</u></a>          | 31 |
| <a href="#"><u>Worksheet #7: Reviewing Your Broadband Base Map</u></a>                  | 32 |
| <a href="#"><u>Worksheet #8: Local Asset Inventory</u></a>                              | 33 |
| <a href="#"><u>Worksheet #9: Community Anchor Institution Service Inventory</u></a>     | 36 |
| <a href="#"><u>Worksheet #10: Internet Service Provider Outreach</u></a>                | 38 |
| <a href="#"><u>Worksheet #11: Infrastructure Gaps on our Community Map</u></a>          | 41 |
| <a href="#"><u>Worksheet #12: Obstacles to Broadband Infrastructure Development</u></a> | 42 |
| <a href="#"><u>Worksheet #13: Potential Paths Forward for Broadband</u></a>             | 43 |
| <a href="#"><u>Worksheet #14: Digital Equity Asset Inventory</u></a>                    | 45 |
| <a href="#"><u>Worksheet #15: Digital Equity and Access Needs Assessment</u></a>        | 48 |
| <a href="#"><u>Worksheet #16: Obstacles to Broadband Access and Adoption</u></a>        | 49 |
| <a href="#"><u>Worksheet #17: Potential Paths Forward for Digital Equity</u></a>        | 50 |
| <a href="#"><u>Worksheet #18: Key Points for Your Executive Summary</u></a>             | 52 |

# Worksheet #1: Pre-BAT Inventory

Consider these questions and decisions as you think about forming a local Broadband Action Team:

**Leadership:** Are there already broadband champions in your community? Is there more than one? Who are they?

**Team:** Does your community already have a formal or informal broadband planning team? If so, who are they, and can you coordinate your efforts?

## Pre-BAT Questions and Decisions

- Will we have an advisory group that provides insight and direction on broadband projects?
- Will we have our meetings open to the public?
- Will planning documents and meeting notes be publicly available?
- How will we document stakeholder input?
- Will project plans be regularly adjusted to reflect input from stakeholders?
- How will stakeholder plans include engagement with people who have concerns or who may be critical of our efforts?
- How will we determine stakeholder engagement activities to be appropriate to each audience?
- Will public-private partnerships be a part of our broadband plan?

**Existing Plans:** Does your community have a broadband plan? Who has that plan?

**Online Presence:** Does your broadband planning team have a website? Is the broadband plan available online?

# Worksheet #2: Building Your BAT

This worksheet will help you determine who should/could participate in your BAT.

- 1 List by name those already involved in your broadband activity.
- 2 Identify and list those you would like to involve in your BAT.
- 3 Assign who will invite them and the due date for this outreach.
- 4 Revisit this worksheet frequently to add members as identified and needed.

|                                     | Already involved | Want to involve | Who will follow up? | When? |
|-------------------------------------|------------------|-----------------|---------------------|-------|
| Municipal Governments               |                  |                 |                     |       |
| County Governments                  |                  |                 |                     |       |
| Tribal Governments                  |                  |                 |                     |       |
| Council of Governments              |                  |                 |                     |       |
| Elected Officials & Staff (State)   |                  |                 |                     |       |
| Elected Officials & Staff (Federal) |                  |                 |                     |       |
| State Agencies                      |                  |                 |                     |       |
| Public Utility Districts            |                  |                 |                     |       |
| Port Authorities                    |                  |                 |                     |       |
| Internet Service Providers          |                  |                 |                     |       |
| Libraries                           |                  |                 |                     |       |
| Healthcare Providers                |                  |                 |                     |       |
| K-12 Education Agencies             |                  |                 |                     |       |
| Higher Education Agencies           |                  |                 |                     |       |



## Worksheet #2: Building Your BAT (Continued)

|                                                    | Already involved | Want to involve | Who will follow up? | When? |
|----------------------------------------------------|------------------|-----------------|---------------------|-------|
| Nonprofit organizations                            |                  |                 |                     |       |
| Econ. dev. authorities                             |                  |                 |                     |       |
| Workforce dev. authorities                         |                  |                 |                     |       |
| Public housing authorities                         |                  |                 |                     |       |
| Orgs. serving individuals with disabilities        |                  |                 |                     |       |
| Orgs. serving English language learners            |                  |                 |                     |       |
| Orgs. serving individuals with low literacy levels |                  |                 |                     |       |
| Orgs. serving veterans                             |                  |                 |                     |       |
| Social services organizations                      |                  |                 |                     |       |
| Public safety & emergency mgmt.                    |                  |                 |                     |       |
| Orgs. for incarcerated individuals                 |                  |                 |                     |       |
| Orgs. for rural interests                          |                  |                 |                     |       |
| Civil rights organizations                         |                  |                 |                     |       |
| State & Local Corrections                          |                  |                 |                     |       |
| Local Businesses                                   |                  |                 |                     |       |

# Worksheet #2: Building Your BAT (Continued)

|                                         | Already involved | Want to involve | Who will follow up? | When? |
|-----------------------------------------|------------------|-----------------|---------------------|-------|
| Planning organizations                  |                  |                 |                     |       |
| Churches and faith-based org.           |                  |                 |                     |       |
| Chambers of commerce                    |                  |                 |                     |       |
| Transportation planners                 |                  |                 |                     |       |
| Community members: Civic leaders        |                  |                 |                     |       |
| Community members: youth & older adults |                  |                 |                     |       |

# Worksheet #3: Defining BAT Roles

Use this worksheet to Identify core team member roles. Who will serve the following roles?

**Local Team Leader:** Champion, meeting convener, facilitator

---

**Team Secretary:** Note taker, task tracker

---

**Data Collector:** Collector of data from the BAT and coordinator with LDA to submit to project folder

---

**Community Outreach Team:** Social media folks, people with email distribution lists, newsletter writers

**Infrastructure Team:** The people who focus on physical infrastructure (poles, wires, pipes, etc.)

**Digital Equity Team:** The people who focus on on affordability, digital literacy, access to devices, etc.

# Worksheet #4: BAT Communications

Use this worksheet to determine communications plan for:

- BAT members, key stakeholders, and supporters
- Community members

**What modes of communication will you use (email, website, social media, press, etc.)?**

**How will you communicate with BAT members, key stakeholders and supporters?  
Who will be responsible for this communication?**

**What information will you communicate with the general public? How will that communications take place, and who will be responsible for this?**



# Worksheet #5: Writing Your Vision Statement

Vision statement examples:

## Example #1

Our vision is to ensure our county has access to affordable, reliable, high-speed broadband infrastructure to facilitate economic development, public welfare, digital equity, and quality of life for today and the foreseeable future for area residents, businesses and community facilities.

## Example #2

Our vision is to evaluate the feasibility of ensuring every premise in our county has access to affordable and reliable high-speed broadband infrastructure to meet current and future social, educational, and economic development needs.

## Example #3

Our vision is to develop a telecommunications network plan for purpose of bringing low-cost, high-capacity, reliable broadband to our county's homes and businesses.

## Example #4

Our vision is to bring the highest quality broadband and future-proof telecommunications technologies and digital equity services to the residents and businesses that are currently unserved in our county.

## Our BAT, Community, or Tribal Vision Statement

# Worksheet #6: Defining Your Goals & Objectives

Example goals and objectives:

- Ensure the BAT is made up of representatives from frequently underrepresented populations to ensure a holistic approach is taken in both digital equity barriers and solutions
- Address the results of a needs assessment for underrepresented communities
- Identify existing broadband service providers in our community
- Develop an asset inventory of ongoing digital equity activities in our community
- Identify areas that are not well-served by existing infrastructure
- Identify areas where other digital equity needs are a barrier to access (affordability, know-how)
- Identify infrastructure barriers and solutions
- Identify digital equity barriers to accessibility and solutions
- Increase participation in the Affordable Connectivity Program
- Provide outreach and digital education programs to the aging populations in our community
- Launch or enhance a digital support program at the local library

The goals and objectives for our team's or Tribe's broadband and digital equity planning process are:

# Worksheet #7: Reviewing Your Broadband Base Map

URL to locate base map: \_\_\_\_\_

## Broadband Infrastructure Characteristics

Does the data reflect what you know about services in your community or Tribal area?

### Service Availability

### Speed Tests

Are all local service providers reflected on the map? ☐ YES ☐ NO

What layers are missing that are significant to our community or Tribal area?

## Digital Equity Characteristics

Does the data reflect what you know about population attributes in our community or Tribal area?

What areas on this map may be having digital equity issues?

# Worksheet #8: Local Asset Inventory

The local Broadband Action Team is working to identify broadband deployment assets that we have that may support broadband infrastructure development and digital equity planning. Could you please share this list with your team and help us collect any information (ideally .kmz or shapefiles) that will help us identify what assets our community already has in place?

Organization Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Our organization currently has:

- ☐ GIS Department
- ☐ Telecommunications staff
- ☐ Current or forthcoming capital projects, which would allow providers to lay new fiber at lower costs (e.g., road construction, water, or sewer projects);

☐ If yes, please describe:

☐ We have utility Infrastructure Assets that may be of benefit to broadband deployment efforts:

- ☐ Broadband or Telecommunications Networks
- ☐ Dark Fiber
- ☐ Conduit
- ☐ Existing duct systems
- ☐ Public rights-of-way, including roads and bridges
- ☐ Towers
- ☐ Tall Buildings
- ☐ Streetlights
- ☐ Water Towers
- ☐ Water Distribution Systems
- ☐ Wastewater Systems
- ☐ Water Tanks
- ☐ Other \_\_\_\_\_

*\*For each asset you have, please answer the questions on the following two pages.*

## Worksheet #8: Local Asset Inventory (Continued)

Type of Asset: \_\_\_\_\_

Physical Addresses:

Do you have GIS data for this asset that we could map on our community broadband map?

- ☐ Yes, on local map
- ☐ Yes, on local and state maps
- ☐ No

Asset Owner: \_\_\_\_\_

Asset Owner Contact Information:

What is required to access this asset for broadband utilization?

|  |
|--|
|  |
|--|



Type of Asset:

Physical Addresses:

Do you have GIS data for this asset that we could map on our community broadband map?

- ☐ Yes, on local map

☐ Yes, on local and state maps

☐ No

Asset Owner: \_\_\_\_\_

Asset Owner Contact Information:

What is required to access this asset for broadband utilization?



# Worksheet #8: Local Asset Inventory (Continued)

Type of Asset: \_\_\_\_\_

Physical Addresses: \_\_\_\_\_

Do you have GIS data for this asset that we could map on our community broadband map?

- ☐ Yes, on local map  
☐ Yes, on local and state maps  
☐ No

Asset Owner: \_\_\_\_\_

Asset Owner Contact Information: \_\_\_\_\_

What is required to access this asset for broadband utilization?

.....

Type of Asset: \_\_\_\_\_

Physical Addresses: \_\_\_\_\_

Do you have GIS data for this asset that we could map on our community broadband map?

- ☐ Yes, on local map  
☐ Yes, on local and state maps  
☐ No

Asset Owner: \_\_\_\_\_

Asset Owner Contact Information: \_\_\_\_\_

What is required to access this asset for broadband utilization?

# Worksheet #9: Community Anchor Institution Service Inventory

Community Anchor Institutions (CAIs) are defined by the FCC to include such entities as schools, libraries, hospitals and other medical providers, public safety entities, institutions of higher education, and community support organizations that facilitate greater use of broadband by vulnerable populations, including low-income, the unemployed, and the aged.

Broadband needs assessment and planning for CAIs is one of the most critical steps that your BAT can take to improve broadband connectivity and promote economic growth in your region. Conducting an inventory of the locations and speeds of the existing broadband services for CAIs – and identifying the gaps in broadband coverage – can help attract new funding and target investments to the areas with the most need. Conducting an inventory among all CAIs can also facilitate meaningful partnerships and strategies to ensure that your entire community has adequate broadband connectivity.

- 1 Identify the CAIs in your region.
- 2 Survey CAIs about their broadband needs and level of satisfaction with existing broadband services.

| Consider these institutions: |                        |                        |                       |
|------------------------------|------------------------|------------------------|-----------------------|
| Tribes and Gov. Agencies     | Healthcare - Hospitals | Libraries              | Education - K-12      |
| Community Support Orgs       | Healthcare - Clinics   | Public Safety - Fire   | Education - Higher Ed |
| Public Housing               | Healthcare - Community | Public Safety - Police | Education - Technical |

| Institution | Contact | Current Speeds | Current Provider |
|-------------|---------|----------------|------------------|
|             |         |                |                  |
|             |         |                |                  |
|             |         |                |                  |
|             |         |                |                  |
|             |         |                |                  |
|             |         |                |                  |
|             |         |                |                  |
|             |         |                |                  |
|             |         |                |                  |
|             |         |                |                  |
|             |         |                |                  |

## Worksheet #9: Community Anchor Institution Service Inventory (Continued)

[illegible]

# Worksheet #10: Internet Service Provider Outreach

## Discussion Guide

Thank you for taking the time to talk with our Broadband Action Team (BAT)/Tribe. We would like to share information about our team and BAT/Tribal priorities, learn about your business and how you would like to be involved in this project.

Our Broadband Action Team/Tribal Leads includes the following individuals:

We have identified the following initial BAT/Tribal priorities:

To help us better understand your role in providing services within our county, we have a few questions:

Where do you currently provide service in our county/Tribal area?

What services do you offer in our county/Tribal area? Please provide price points.

Do you participate in ACP or any other low-income affordability and digital equity programs?

# Worksheet #10: Internet Service Provider Outreach (Continued)

Are there areas in the county/Tribal area where network expansion is underway?

Who are your staff working in the county or Tribal area? What are their roles?

What challenges are there to providing internet services in our county/Tribal area?

What gaps in awareness or knowledge about internet availability and uses are you aware of in the area?

Have you provided any training or other resources to residents and/or businesses to help them understand the benefits of internet use? If yes, can you please provide additional information (what, when, where, how, etc.)?



# Worksheet #10: Internet Service Provider Outreach (Continued)

Are you interested in working with our BAT/Tribe to address broadband needs in the community?  
If yes, how? (Participate in BAT meetings, help with projects, sponsor events, etc.)?

Can you provide a map of where your infrastructure is? ☐ YES ☐ NO

If so, please upload the file to our project folder or email: \_\_\_\_\_

**We very much appreciate your time and welcome opportunities to work together to improve broadband access and digital equity services for our community.**

# Worksheet #11: Infrastructure Gaps on our Community Map

Now that the Broadband Action Team has collected local data and it is integrated into their local broadband map, reevaluate the map and reflect upon these questions.

What areas of our community appear to lack access to broadband services?

What areas only have access to unlicensed wireless?

What areas are missing middle mile infrastructure?

What areas are missing last mile (end user connections) infrastructure?

# Worksheet #12: Obstacles To Broadband Infrastructure Deployment

Through this process, you and your team have likely learned a lot about the broadband landscape of your community/Tribal area. Have you noticed some barriers or obstacles being brought to the surface? This worksheet will give you space to identify the issues that may be preventing broadband infrastructure to be deployed to all the residences and businesses within your area.

**These financial needs may be preventing broadband infrastructure deployment:**

**These workforce gaps may be preventing broadband infrastructure deployment:**

**These policy barriers may be inhibiting broadband infrastructure deployment:**

**These community awareness issues may be inhibiting broadband infrastructure deployment:**

**These geographic issues may be inhibiting broadband infrastructure deployment:**

**These other things may be inhibiting broadband infrastructure deployment:**

# Worksheet #13: Potential Paths Forward For Broadband

## Possible Funding Mechanisms

- State Broadband Programs \_\_\_\_\_
- Tribal or Local Government \_\_\_\_\_
- Federal Programs \_\_\_\_\_
- Other \_\_\_\_\_

## Entities Already Working on Expanding Broadband in Our Area

## Local Entities Interested in Taking a Leadership Role for Local Broadband Expansion

## Possible Workforce Planning Solutions

## Possible Policy Solutions To Accelerate Infrastructure Deployment

## Potential Service Zones for Broadband Infrastructure Development

# Worksheet #13: Potential Paths Forward For Broadband (Continued)

Local Service Providers Interested in Partnership or Expanding Services

Upcoming Municipal or Tribal Projects Where Conduit or Fiber Might be Deployed



# Worksheet #14: Digital Equity Asset Inventory

The local Broadband Action Team/Tribe is working to identify digital equity assets that we have that may support broadband infrastructure development and digital equity planning. Could you please share this list with your team and help us collect any information that will help us identify our community's existing assets?

Organization Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

The Area or Region our organization serves is: \_\_\_\_\_

Our organization currently has:

- ☐ A Digital Equity Plan or identified digital equity priorities
- ☐ Staff dedicated to providing digital equity services
- ☐ Marketing and outreach staff
- ☐ An interest in engaging digital equity, but no current programs or plans
- ☐ Current or forthcoming projects or events which would allow for digital equity outreach or services to be advertised or facilitated:

☐ If yes, please describe project/event and timeline:

We currently serve the following populations that are targeted by the IIJA Digital Equity Program:

- ☐ Populations who live in low-income households
- ☐ [Aging Individuals](#)
- ☐ Incarcerated Individuals
- ☐ Veterans
- ☐ Individuals with Disabilities
- ☐ Individuals with a language barrier, such as English learners, or those with low levels of literacy
- ☐ Individuals of racial or ethnic minority groups
- ☐ Individuals who primarily reside in a rural area
- ☐ Children and youth in foster care
- ☐ Individuals experiencing housing instability
- ☐ Other \_\_\_\_\_

# Worksheet #14: Digital Equity Asset Inventory (Continued)

We have assets that can be leveraged to support digital equity efforts:

- ☐ Communications channels to share information, such as newsletter
- ☐ Meeting space for classes, trainings, or meetings
- ☐ Public computer workspaces
- ☐ Public Wi-Fi
- ☐ Mobile hot-spot or device lending program
- ☐ Digital literacy and skills classes or training
- ☐ Training to support online privacy and cybersecurity
- ☐ Staff that provide digital navigation services as part of their job
- ☐ Local Digital Navigator programs
- ☐ Assess online accessibility of public resources and services
- ☐ Programs to provide affordable devices to low-income community members
- ☐ Available assistance for Affordable Connectivity Program Enrollment
- ☐ Measures to ensure online privacy and cybersecurity
- ☐ Other \_\_\_\_\_

*\*For each asset you have, please answer the following questions.*

Type of Asset \_\_\_\_\_

Service Area \_\_\_\_\_

Website where services are available or more information can be found:

\_\_\_\_\_

Physical address(es) where services are provided or available:

\_\_\_\_\_

Languages supported other than English: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Describe how the asset does or can support digital equity efforts:

# Worksheet #14: Digital Equity Asset Inventory (Continued)

Type of Asset \_\_\_\_\_

Service Area \_\_\_\_\_

Website where services are available or more information can be found:  
\_\_\_\_\_

Physical address(es) where services are provided or available:  
\_\_\_\_\_

Languages supported other than English: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Describe how the asset does or can support digital equity efforts:



Type of Asset \_\_\_\_\_

Service Area \_\_\_\_\_

Website where services are available or more information can be found:  
\_\_\_\_\_

Physical address(es) where services are provided or available:  
\_\_\_\_\_

Languages supported other than English: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Describe how the asset does or can support digital equity efforts:

# Worksheet #15: Digital Equity and Access Needs Assessment

What areas appear to lack access to digital equity services?

What populations seem to lack access to digital equity services?

Are there statewide resources that could support or supplement our local efforts?

Are there gaps or barriers that we’ve experienced in being able to assess the digital equity landscape of our community?

# Worksheet #16: Obstacles To Broadband Access, Adoption, And Application

Through this process, you and your team have likely learned a lot about the digital equity landscape of your community. Have you noticed some barriers or obstacles? This worksheet will give you space to identify the issues outside of infrastructure that may be preventing digital equity from being realized within your area.

These financial needs may be preventing digital equity support:

These workforce gaps may be preventing digital equity support services:

These community awareness issues may be inhibiting digital equity resources from being utilized:

These social issues may be contributing to a lack of digital equity for our community:

These other things may be inhibiting digital equity services access for our community:



# Worksheet #17: Potential Paths Forward For Digital Equity

## Possible Funding Mechanisms

- State Broadband Office Programs \_\_\_\_\_
- Tribal or Local Government \_\_\_\_\_
- Federal Programs \_\_\_\_\_
- Community Foundations \_\_\_\_\_
- Health Foundations \_\_\_\_\_
- Other \_\_\_\_\_

## Entities Already Working on Digital Equity Issues in Our Community (Affordability, Access, Education, Etc.)

## Local Entities Interested in Taking a Leadership Role for Local Digital Equity Programs

## Possible Workforce Planning Solutions

## Possible Policy Solutions To Accelerate Digital Equity, Access, And Adoption In Our Community

# Worksheet #17: Potential Paths Forward For Digital Equity (Continued)

Potential Regions/Populations Of High Focus Or Significance For Digital Equity Programs Outreach In Our Community or Tribal Area

Local Service Providers Interested in Digital Equity Partnerships

Upcoming Projects or Programs Where Digital Equity Awareness May Be Raised

# Worksheet #18: Key Points for your Executive Summary

This worksheet is an area to compile all that your team and learned both from a broadband infrastructure and digital equity services standpoints. The bullets below will assist your team in developing your executive summary. The worksheets that you've been working on should have the data to support filling this out and bringing together all the data you've collected over the past couple of months.

## Broadband Infrastructure Summary

### *Broadband Base Map Review*

- ☐ Public data does/does not reflect what we know to be true about broadband services in our area
- ☐ Meeting space for classes, trainings, or meetings

### *Local Broadband Asset Inventory Data*

- ☐ Organizations that are currently serving our community with broadband
- ☐ Other assets that are available that may support broadband deployment
- ☐ Upcoming projects that may allow for conduit placement
- ☐ Community anchor institutions being well served
- ☐ ISPs that are currently serving our community
- ☐ Organizations providing data for our community broadband map

### *Broadband Infrastructure Needs Assessment*

- ☐ Community Anchor Institutions that need improved services
- ☐ Areas lacking broadband
- ☐ Areas where the cost of services may be too high for the average household

### *Obstacles And Barriers To Broadband Infrastructure Deployment*

- ☐ Challenges ISPs are facing to broadband deployment
- ☐ Financial gaps preventing infrastructure investment
- ☐ Workforce gaps
- ☐ Policy barriers
- ☐ Community awareness issues

# Worksheet #18: Key Points for your Executive Summary (Continued)

## *Potential Paths Forward*

- ☐ ISP planned expansion areas
- ☐ Possible funding sources
- ☐ Local leadership
- ☐ Workforce solutions
- ☐ Policy solutions
- ☐ Upcoming municipal projects

## **Digital Equity Summary**

### *Demographic Base Map Review*

- ☐ Public data does/does not accurately reflect our local population characteristics
- ☐ Areas that appear to lack digital equity resources
- ☐ Covered populations that are prevalent in our community
- ☐ Local layers added to more accurately reflect our community

### *Digital Equity Asset Inventory*

- ☐ Organizations currently serving our community with digital equity services
- ☐ Upcoming events or projects that could support digital equity efforts
- ☐ Organizations currently supporting covered populations but not engaged in DE efforts
- ☐ Community engagement resources

### *Digital Equity Needs Assessment*

- ☐ Regions that face barriers to access or lack available digital equity services
- ☐ Populations that face barriers or lack access to digital equity services

# Worksheet #18: Key Points for your Executive Summary (Continued)

## *Barriers To Broadband Access And Adoption*

- ☐ Financial obstacles preventing broadband access or utilization
- ☐ Workforce gaps
- ☐ Policy barriers impacting broadband access or utilization
- ☐ Workforce solutions
- ☐ Community awareness issues around broadband equity
- ☐ Other things that are a barrier to broadband engagement and utilization

## *Potential Paths Forward*

- ☐ Possible funding mechanisms
- ☐ Entities providing leadership in this area
- ☐ Regions/populations of high significance for outreach in our community
- ☐ Local ISPs interested in DE partnerships
- ☐ Upcoming programs or projects that could support DE efforts



# Glossary

| Term                                  | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Aging Individual                      | The term “aging individual” means an individual who is 60 years of age or older. <sup>1</sup>                                                                                                                                                                                                                                                                                                                                                                                                         |
| Backbone Infrastructure               | A major high-speed transmission line that strategically links smaller high-speed Internet networks across the globe. <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                     |
| Bandwidth                             | The capability of telecommunications and Internet networks to transmit data and signals. <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                 |
| Broadband;<br>Broadband Service       | The term broadband commonly refers to high-speed Internet access that is always on and faster than traditional dial-up access. Broadband includes several high-speed transmission technologies, such as fiber, wireless, satellite, digital subscriber line and cable. For the Federal Communications Commission (FCC), broadband capability requires consumers to have access to actual download speeds of at least 25 Mbps and actual upload speeds of at least 3 Mbps. <sup>2</sup>                |
| Broadband Serviceable Location        | The terms “location” and “broadband serviceable location” mean a business or residential location in the United States at which fixed broadband Internet access service is, or can be, installed. <sup>1</sup>                                                                                                                                                                                                                                                                                        |
| Community Anchor Institution (CAI)    | The term “community anchor institution” means an entity such as a school, library, health clinic, health center, hospital or other medical provider, public safety entity, institution of higher education, public housing organization, or community support organization that facilitates greater use of broadband service by vulnerable populations, including, but not limited to, low-income individuals, unemployed individuals, children, the incarcerated, and aged individuals. <sup>1</sup> |
| Eligible Community Anchor Institution | The term “eligible community anchor institution” means a community anchor institution that lacks access to Gigabit-level broadband service. <sup>1</sup>                                                                                                                                                                                                                                                                                                                                              |
| Dark Fiber                            | Fiber optic cable that is in place but not being used for broadband services. (also see “Lit Fiber”) <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                     |

<sup>1</sup> <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>

<sup>2</sup> [https://broadbandusa.ntia.doc.gov/sites/default/files/publication-pdfs/bbusa\\_broadband\\_glossary.pdf](https://broadbandusa.ntia.doc.gov/sites/default/files/publication-pdfs/bbusa_broadband_glossary.pdf)

## Glossary (Continued)

| Term                            | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Digital Equity                  | Recognizes that digital access and skills are now required for full participation in many aspects of society and the economy. Digital Equity links Digital Inclusion to social justice and highlights that a lack of access and/or skills can further isolate individuals and communities from a broad range of opportunities. <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                   |
| Digital Inclusion               | Implies that individuals and communities have access to robust broadband connections; Internet enabled devices that meet their needs; and the skills to explore, create and collaborate in the digital world. <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Digital Literacy                | The ability to leverage current technologies, such as smartphones and laptops, and Internet access to perform research, create content and interact with the world. <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Internet Service Provider (ISP) | A company that provides users (individuals or businesses) with access (a connection) to the Internet and related services. <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Last Mile                       | The technology and process of connecting the end customer's home or business to the local network provider. <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Lit Fiber                       | An active fiber optic cable capable of transmitting data such a broadband service. <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Mbps                            | *Mbps (Megabits per second) is the standard measure of broadband speed. It refers to the speed with which information packets are downloaded from, or uploaded to, the internet. <sup>3</sup>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Middle Mile Infrastructure      | The term "middle mile infrastructure" (A) means any broadband infrastructure that does not connect directly to an end-user location, including a community anchor institution; and (B) includes—(i) leased dark fiber, interoffice transport, backhaul, carrier-neutral internet exchange facilities, carrier-neutral submarine cable landing stations, undersea cables, transport connectivity to data centers, special access transport, and other similar services; and (ii) wired or private wireless broadband infrastructure, including microwave capacity, radio tower access, and other services or infrastructure for a private wireless broadband network, such as towers, fiber, and microwave links. <sup>1</sup> |

<sup>3</sup><https://www.fcc.gov/consumers/guides/household-broadband-guide>

## Glossary (Continued)

| Term                         | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Open Access                  | The term “open access” refers to an arrangement in which the subgrantee offers nondiscriminatory access to and use of its network on a wholesale basis to other providers seeking to provide broadband service to end-user locations, at just and reasonable wholesale rates for the useful life of the subsidized network assets. <sup>1</sup>                                                                                                                                                                                                                                                         |
| Rights-of-Way                | ROW are legal rights to pass through property owned by another. ROW are frequently used to secure access to land for digging trenches, deploying fiber, constructing towers and deploying equipment on existing towers and utility poles. <sup>2</sup>                                                                                                                                                                                                                                                                                                                                                  |
| Underrepresented Communities | The term “underrepresented communities” refers to groups that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, including: low-income households, aging individuals, incarcerated individuals, veterans, persons of color, Indigenous and Native American persons, members of ethnic and religious minorities, women, LGBTQI+ persons, persons with disabilities, persons with limited English proficiency, persons who live in rural areas, and persons otherwise adversely affected by persistent poverty or inequality. <sup>1</sup> |
| Underserved Location         | The term “underserved location” means a broadband-serviceable location that is (a) not an unserved location, and (b) that the Broadband DATA Maps show as lacking access to Reliable Broadband Service offered with—(i) a speed of not less than 100 Mbps for downloads; and (ii) a speed of not less than 20 Mbps for uploads; and (iii) latency less than or equal to 100 milliseconds. <sup>1</sup>                                                                                                                                                                                                  |
| Unserved Location            | The term “unserved location” means a broadband-serviceable location that the Broadband DATA Maps show as (a) having no access to broadband service, or (b) lacking access to Reliable Broadband Service offered with—(i) a speed of not less than 25 Mbps for downloads; and (ii) a speed of not less than 3 Mbps for uploads; and (iii) latency less than or equal to 100 milliseconds. <sup>1</sup>                                                                                                                                                                                                   |
| WSBO                         | WSBO is an acronym for the Washington State Broadband Office.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |



WASHINGTON STATE UNIVERSITY  
**EXTENSION**



Washington State  
Department of  
**Commerce**

*For the latest online resources to accompany  
this workbook, go to [broadband.wsu.edu](https://broadband.wsu.edu)*

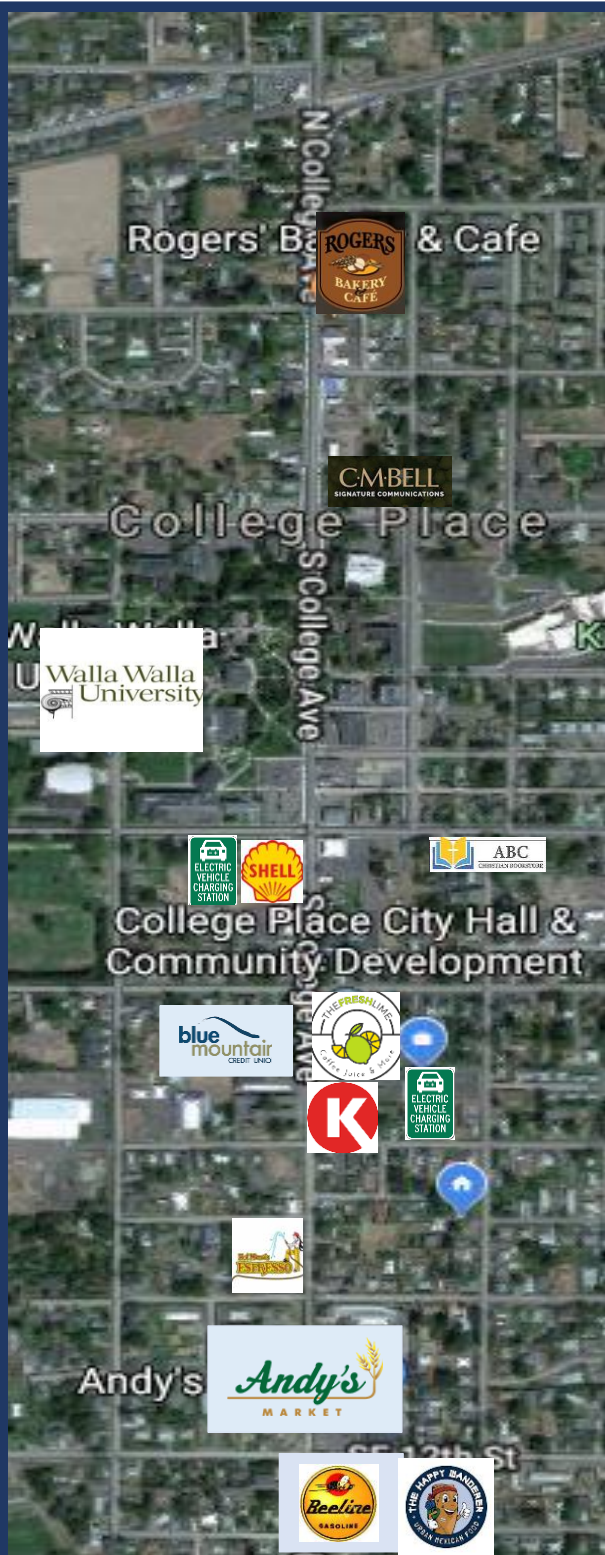
January 2023



# College Avenue

Downtown College Place (4<sup>th</sup> to 13<sup>th</sup> Streets)

North College Ave Business District (Whitman Drive to Rose Street)



College Avenue serves as the Main Street of the community. The corridor recently underwent a \$15 million reconstruction which includes pedestrian lighting, sidewalks and traffic signals. The corridor consists of a mix of small businesses, offices, and residential. Walla Walla University is at the center of the corridor. It has Bachelor and Graduate Degree Programs and has a student population of 2,000. The long term vision of this corridor is spelled out in the recently adopted College Avenue Design Standards. Community goals for the corridor is to create “small town” atmosphere, be a setting for a “slow pace of life,” and make sure that buildings and storefront are the dominant features. Various properties are available for sale or lease.

## Data Points

| Statistic                    | 10 Minute Drive Time | 30 Minute Drive Time | 45 Minute Drive Time |
|------------------------------|----------------------|----------------------|----------------------|
| 2022 Population              | 38,467               | 69,651               | 77,173               |
| 2027 Population              | 38,694               | 69,888               | 77,408               |
| 2022 Daytime Population      | 42,229               | 67,656               | 75,471               |
| 2022 Median Household Income | \$59,343             | \$64,307             | \$64,984             |
| 2027 Median Household Income | \$75,213             | \$80,089             | \$80,728             |
| 2022 Median Home Value       | \$308,192            | \$312,229            | \$307,269            |
| 2027 Median Home Value       | \$468,211            | \$440,251            | \$425,104            |
| 2022 Median Age              | 38.0                 | 38.5                 | 39.1                 |
| 2027 Median Age              | 39.3                 | 39.3                 | 39.9                 |

## Consumer Spending (45 Minute Drive Time)

| Type                           | 2022 Spending |
|--------------------------------|---------------|
| Apparel and Services           | \$63,034,077  |
| Electronics                    | \$4,931,846   |
| Entertainment                  | \$99,247,937  |
| Food At Home/Groceries         | \$166,513,947 |
| Restaurants                    | \$112,827,252 |
| Furniture                      | \$19,104,212  |
| Appliances                     | \$11,419,119  |
| Lawn & Garden                  | \$15,885,270  |
| Personal Care Products         | \$15,120,535  |
| Housekeeping Supplies          | \$24,181,700  |
| Gasoline & Convenience Centers | \$73,936,112  |

Source: ESRI Business Analyst Online, Retail Demand Outlook Reports Jan 2023.





# Meadowbrook/Stone Creek Business District



The Meadowbrook Business District comprises land zoned General Commercial near the intersection of State Route 125 & Meadowbrook Drive. Commercial businesses in the area include Super Walmart, HopThief Tap House, Maurice's, Del Taco, Panda Express, GameStop, Subway, Papa Murphy's Pizza, and more. The new College Place Library is in Meadowbrook Plaza. College Place High School and John Sager Middle School are nearby. Commercially-zoned land is available for sale behind Meadowbrook Plaza and across the street from College Place High School on College Avenue.



## Data Points

| Statistic                    | 10 Minute Drive Time | 30 Minute Drive Time | 45 Minute Drive Time |
|------------------------------|----------------------|----------------------|----------------------|
| 2022 Population              | 48,130               | 69,871               | 80,460               |
| 2027 Population              | 48,384               | 70,100               | 80,687               |
| 2022 Daytime Population      | 49,738               | 67,785               | 82,901               |
| 2022 Median Household Income | \$63,312             | \$64,388             | \$64,057             |
| 2027 Median Household Income | \$78,967             | \$80,190             | \$79,744             |
| 2022 Median Home Value       | \$318,401            | \$311,400            | \$303,472            |
| 2027 Median Home Value       | \$461,082            | \$438,183            | \$417,719            |
| 2022 Median Age              | 38.7                 | 38.5                 | 39.1                 |
| 2027 Median Age              | 39.7                 | 39.3                 | 39.8                 |

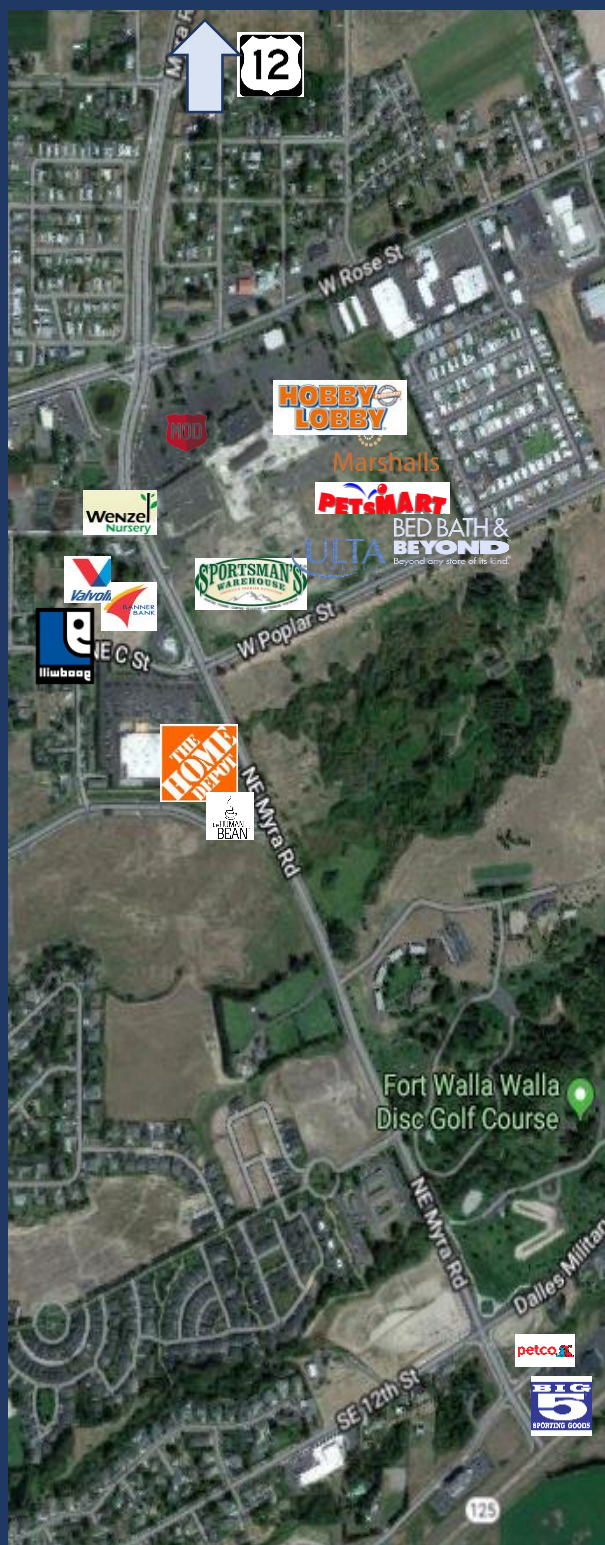
## Consumer Spending (45 Minute Drive Time)

| Type                          | 2022 Spending |
|-------------------------------|---------------|
| Apparel and Services          | \$39,603,125  |
| Computers & Electronics       | \$3,088,885   |
| Entertainment                 | \$60,996,688  |
| Food/Groceries                | \$103,211,354 |
| Restaurants                   | \$70,643,974  |
| Furniture                     | \$11,922,906  |
| Appliances                    | \$7,015,575   |
| Lawn & Garden                 | \$9,499,293   |
| Housekeeping Supplies         | \$14,846,337  |
| Personal Care Products        | \$9,415,099   |
| Gasoline & Convenience Stores | \$45,438,575  |

Source: ESRI Business Analyst Online, Retail Demand Outlook Profile Reports – January 2023.



# Myra Rd Commercial Corridor



Myra Rd is a two mile long Commercial Corridor that connects US Highway 12 with State Route 125. It also acts as the boundary between City of College Place to the west and the City of Walla Walla to the east. Several commercial establishments already call the Myra Rd Corridor home ranging from Home Depot, Banner Bank, and the new Walla Walla Town Center which comprises several retailers such as Hobby Lobby, Marshalls, Ulta, Famous Footwear, and more. Fort Walla Walla Park and Museum is also located along this corridor. Several pieces of land zoned Commercial ranging from one to over thirty acres is available for lease or purchase in the City of College Place along this corridor. Ideal uses for this corridor include big box retail, restaurants, and office space.

## Data Points

| Statistic                    | 10 Minute Drive Time | 30 Minute Drive Time | 45 Minute Drive Time |
|------------------------------|----------------------|----------------------|----------------------|
| 2022 Population              | 45,327               | 69,769               | 76,805               |
| 2027 Population              | 45,559               | 70,008               | 77,044               |
| 2022 Daytime Population      | 48,079               | 67,710               | 75,107               |
| 2022 Median Household Income | \$61,810             | \$64,318             | \$64,987             |
| 2027 Median Household Income | \$78,555             | \$80,115             | \$80,726             |
| 2022 Median Home Value       | \$320,350            | \$312,390            | \$307,827            |
| 2027 Median Home Value       | \$469,465            | \$440,852            | \$426,227            |
| 2022 Median Age              | 38.3                 | 38.5                 | 39.1                 |
| 2027 Median Age              | 39.4                 | 39.3                 | 39.8                 |

## Consumer Spending (45 Minute Drive Time)

| Type                          | 2022 Spending |
|-------------------------------|---------------|
| Apparel and Services          | \$62,727,225  |
| Computers & Electronics       | \$4,909,455   |
| Entertainment                 | \$98,753,825  |
| Food At Home / Groceries      | \$165,725,739 |
| Restaurants                   | \$112,302,169 |
| Furniture                     | \$19,006,530  |
| Appliances                    | \$11,361,378  |
| Lawn & Garden                 | \$15,804,429  |
| Personal Care                 | \$15,046,657  |
| Housekeeping Supplies         | \$24,063,943  |
| Gasoline & Convenience Stores | \$73,607,436  |

Source: ESRI Business Analyst Online, Retail Demand Outlook Profile Reports Jan 2023.





# We are OPEN for business!!!!

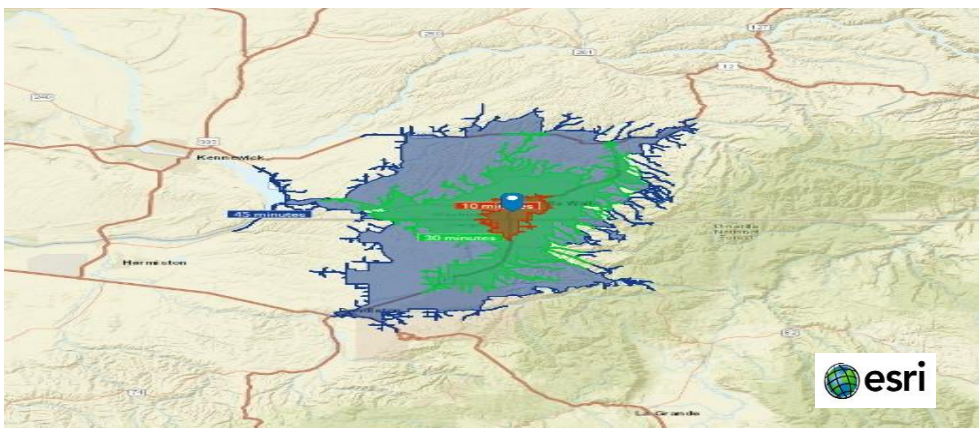
## And ready for yours.

Nestled in the picturesque Walla Walla Valley, our stunning blue skies offer more than an ideal climate; they represent the boundless investment opportunities of College Place. College Place offers residents and business direct access to three superb higher education institutions, a quality public and private secondary education system, reliable infrastructure, extensive labor market, efficient transportation systems, and a forward-thinking government that thrives on innovation. College Place offers investors, businesses, and employees the perfect place to live, work, and play. We build upon the foundation of small town character to enhance the quality of life, while providing reliable, innovative, efficient, and courteous service that is second to none.

## Demographic Overview

|                          | 10 Minute Drive |          | 30 Minute Drive |          | 45 Minute Drive |          |
|--------------------------|-----------------|----------|-----------------|----------|-----------------|----------|
|                          | 2022            | 2027     | 2022            | 2027     | 2022            | 2027     |
| <b>Population</b>        | 48,130          | 48,384   | 69,871          | 70,100   | 80,460          | 80,687   |
| <b>Households</b>        | 18,583          | 18,740   | 26,164          | 26,331   | 30,530          | 30,701   |
| <b>Median Income</b>     | \$63,312        | \$78,967 | \$64,388        | \$80,190 | \$64,057        | \$79,744 |
| <b>Per Capita Income</b> | \$35,837        | \$43,074 | \$35,259        | \$42,442 | \$35,758        | \$42,860 |
| <b>Median Age</b>        | 38.7            | 39.7     | 38.5            | 39.3     | 39.1            | 39.8     |

## Drive Time Trade Area Map



- ✓ Pro-business attitude
- ✓ Prime location
- ✓ Inexpensive business license and permitting costs
- ✓ Efficient development review process
- ✓ Access to highway, rail, and airports
- ✓ Great quality of life
- ✓ Outstanding public and private K thru 12<sup>th</sup> grade school systems
- ✓ Three superb higher education institutions
- ✓ Over 85 acres of Infill and greenfield development sites
- ✓ Competitively priced utilities



## City of College Place Economic Development

Mike Rizzitiello, City Administrator  
 625 S. College Ave, College Place, WA, 99324  
 Phone: (509)-394-8506  
 Email: [mrizzitiello@cpwa.us](mailto:mrizzitiello@cpwa.us)

Website: [www.cpwa.us](http://www.cpwa.us)  
[www.portwallawalla.com/](http://www.portwallawalla.com/)







# We are OPEN for business!!!!

These retailers are  
*Beautifully positioned*  
in College Place, Washington!



Based on an analysis of lifestyle characteristics of our households, College Place's consumers match the core customers of concepts such as:



## 2022 Consumer Spending 45 Minute Drive Time

- Apparel and Services: \$65,140,141
- Electronics: \$5,098,501
- Entertainment & Recreation: \$102,414,400
- Food at Home/Groceries: \$171,915,291
- Restaurants: \$116,558,551
- Furniture: \$19,721,181
- Appliances: \$11,768,011
- Gasoline & Convenience: \$76,300,338



## City of College Place Economic Development

Mike Rizzitiello, City Administrator  
625 S. College Ave, College Place, WA, 99324  
Phone: (509)-394-8506  
Email: [mrizzitiello@cpwa.us](mailto:mrizzitiello@cpwa.us)

Website: [www.cpwa.us](http://www.cpwa.us)  
[www.portwallawalla.com/](http://www.portwallawalla.com/)





# We are OPEN for Development!!!!

## And ready for yours

Nestled in the picturesque Walla Walla Valley, our stunning blue skies offer more than an ideal climate; they represent the boundless investment opportunities of College Place. College Place offers residents and business direct access to three superb higher education institutions, a quality public and private secondary education system, reliable infrastructure, extensive labor market, efficient transportation systems, and a forward-thinking government that thrives on innovation. College Place offers investors, businesses, and employees the perfect place to live, work, and play. We build upon the foundation of small town character to enhance the quality of life, while providing reliable, innovative, efficient, and courteous service that is second to none.



## Demographic Overview

| Statistic                          | 2022      | 2027      |
|------------------------------------|-----------|-----------|
| Population                         | 10,015    | 10,026    |
| Households                         | 3,802     | 3,819     |
| Household Size                     | 2.31      | 2.30      |
| Average Family Size                | 2.90      | 2.88      |
| Median Household Income            | \$62,287  | \$79,432  |
| Median Home Value                  | \$310,084 | \$537,844 |
| Owner-Occupied Average Home Value  | \$344,674 | \$562,782 |
| Per Capita Income                  | \$33,124  | \$40,378  |
| Median Age                         | 35.0      | 37.0      |
| Percentage Population White        | 71.3%     | 68.9%     |
| Percentage Population Other Races  | 28.7%     | 31.1%     |
| Percentage Population Hispanic     | 22.9%     | 23.6%     |
| Owner Occupied: (<\$299,999)       | 47.5%     | 6.5%      |
| Owner Occupied: (\$300k to \$499k) | 33.8%     | 36.9%     |
| Owner Occupied: (\$500k to \$749k) | 16.5%     | 43.9%     |
| Owner Occupied: (\$750k to \$1mil) | 2.0%      | 9.4%      |
| Population Age (0 to 17)           | 18.0%     | 18.0%     |
| Population Age (18 to 34)          | 35.4%     | 21.8%     |
| Population Age (35 to 64)          | 28.6%     | 28.6%     |
| Population Age (65+)               | 21.5%     | 23.7%     |

ESRI Business Analyst Online forecast for 2022 and 2027.

- ✓ Pro-business attitude
- ✓ Prime location
- ✓ Efficient development review process
- ✓ Access to highway, rail, and airports
- ✓ Great quality of life
- ✓ Outstanding public and private K thru 12<sup>th</sup> grade school systems
- ✓ Three superb higher education institutions
- ✓ Several development ready sites
- ✓ Competitively priced utilities



## City of College Place Economic Development

Mike Rizzitiello, City Administrator  
625 S. College Ave, College Place, WA, 99324  
Phone: (509)-394-8506  
Email: [mrizzitiello@cpwa.us](mailto:mrizzitiello@cpwa.us)

Website: [www.cpwa.us](http://www.cpwa.us)  
[www.portwallawalla.com/](http://www.portwallawalla.com/)







# We are OPEN for Development!!!!



## City of College Place Economic Development

Mike Rizzitiello, City Administrator  
625 S. College Ave, College Place, WA, 99324  
Phone: (509)-394-8506  
Email: [mrizzitiello@cpwa.us](mailto:mrizzitiello@cpwa.us)

Website: [www.cpwa.us](http://www.cpwa.us)  
[www.portwallawalla.com/](http://www.portwallawalla.com/)





# **COLLEGE PLACE-WASHINGTON**

---

## **WALLA WALLA VALLEY**

# **COMMERCIAL PROPERTIES**



Michael Rizzitiello, City  
Administrator  
City of College Place  
625 S. College Ave.  
College Place, WA 99324  
City Hall (509)394-8506  
Mobile (509) 520-9091



# COLLEGE PLACE AT-A-GLANCE

## ■ POPULATION (Trade Area)

- College Place – 9,902
- Walla Walla – 34,020
- WW County – 62,625
- Columbia County (WA) – 3,950
- Umatilla County (OR) – 81,495
- Union County (OR) – 26,840
- Wallowa County (OR) – 7,160
- **Total Trade Area – 182,070**

## ■ MEDIAN HOUSEHOLD INCOME

- \$60,615 – Walla Walla County
- \$49,406 – City of College Place
- \$54,412 – City of Walla Walla

## ■ RETAIL SALES (2021)

- College Place – \$222,226,343
- Walla Walla – \$864,603,334
- Walla Walla Unincorporated – \$398,937,465
- Prescott – \$6,158,683
- Waitsburg – \$12,076,242
- **Walla Walla County Totals – \$1,504,002,067**

## ■ AVERAGE DAILY TRAFFIC COUNTS

- Meadowbrook BLVD – 8,000 ADT
- Myra Road – 12,000 ADT
- HWY 125 – 19,000 ADT



# CITY OF COLLEGE PLACE

## LOCAL AND REGIONAL BUSINESSES

- Wal-Mart
- Home Depot
- Cost Less Carpet
- Conner's Flooring
- Les Schwab Tires
- Valvoline
- Honda
- Panda Express
- Del Taco
- Game Stop
- Papa Murphy's Pizza
- Subway (Two Locations)
- GNC
- Chase Bank
- Community Bank
- Banner Bank
- HAPO Credit Union
- Andy's Grocery
- Walla Walla University
- Walla Walla Community College
- Whitman College
- Comprehensive Mental Health
- Animal Clinic of Walla Walla
- Sally Beauty Supply
- Verizon Wireless
- Providence Express Services
- Armed Forces Career Center
- Papa Murphys
- Sprint
- Human Bean
- Fresh lime
- P1FCU
- HopThief Taphouse
- Sportsman Warehouse
- ULTA
- Bed Bath & Beyond
- Pet Smart
- Marshalls
- Ross
- Famous Footwear
- Staples
- Bi-mart
- Dollar Store
- Starbucks (2)
- Dutch Brothers Coffee
- Safeway
- Albertsons
- Super 1 Foods
- Rite Aid
- Roasters
- Chevrolet
- Toyota
- Dodge Jeep Chrysler
- Nissan
- General Motors
- Auto Zone, NAPA & O'Reilly's
- Radio Shack
- McDonalds (2)
- Burger King
- Jack in the box
- Arby's
- Pizza Hut
- Dominos
- Papa Murphy's
- Little Cesar's
- Applebee's
- Taco Bell
- Big 5 Sporting
- Petco



# COLLEGE PLACE LOCAL INVESTMENT

- Drinking Water Well #4 Replacement – \$4.5 Million
- Southwest Wastewater Trunk Line & Lift Station – \$7.5 Million
  - Wastewater Treatment Plant Upgrade - \$26 Million
  - Wastewater Lift Station #5 Replacement: \$1.5 Million
    - Wastewater Sewer Lining: \$100,000 Annually
- Drinking Water Well #6 Improvements – \$4.5 Million
  - 4<sup>th</sup> & Academy Way Reconstruction - \$1.3 Million
    - C Street Reconstruction - \$3.5 Million
- Walla Walla University – Approximately \$5.0 Million Annually





# COLLEGE PLACE COMMERCIAL PROJECTS

| <b>Project</b>                         | <b>Type</b>   | <b>Physical Address</b>  | <b>Sq Ftg</b> |
|----------------------------------------|---------------|--------------------------|---------------|
| ▪ Wal-Mart Superstore                  | Retail        | 1700 Meadowbrook         | 214,000       |
| ▪ Home Depot                           | Retail        | 1100 NE "C" St           | 128,571       |
| ▪ Meadowbrook Plaza – A & B     Retail |               | 1605/1705 SE Meadowbrook | 26,274        |
| ▪ Elsom Roofing                        | Retail        | 639 NE Spitzenburg       | 3,996         |
| ▪ Wenzel Nursery                       | Retail        | 1015 NE Spitzenburg      | 703           |
| ▪ Del Taco                             | Restaurant    | 1725 SE Meadowbrook      | 2,568         |
| ▪ State Farm Ins                       | Retail        | 1296 SE 12th             | 2,576         |
| ▪ Banner Bank                          | Bank          | 1125 NE "C" Street       | 3,610         |
| ▪ Oil Can Henry's                      | Retail        | 325 NE Myra Rd           | 2,842         |
| ▪ Graphic Apparel                      | Retail        | 860 NE Rose              | 6,534         |
| ▪ Community Bank                       | Bank          | 1288 SE Commercial Dr    | 21,507        |
| ▪ Chase Bank                           | Bank          | 1715 SE Meadowbrook      | 4,225         |
| ▪ Les Schwab Tire                      | Retail        | 1735 SE Meadowbrook      | 9,518         |
| ▪ Panda Express                        | Restaurant    | 1721 SE Meadowbrook      | 2,448         |
| ▪ Honda of America                     | Retail        | 1240 SE Commercial Dr    | 21,829        |
| ▪ HAPO Credit Union                    | Bank          | 2376 Taumaron Rd         | 3,683         |
| ▪ GSA Building                         | Soc. Security | 880 NE Rose              | 4,600         |
| ▪ Paragon Auto                         | Retail        | 990 NE Rose              | 2,239         |
| ▪ Comprehensive Mental Health          | Medical       | 1250 SE Commercial Dr    | 16,233        |
| ▪ Human Bean                           | Retail        | 1195 E. Whitman Dr       | 494           |
| ▪ HopThief Taphouse                    | Retail        | 795 SE Sydnee Ln         | 10,000        |
| ▪ Goodwill College Place               | Retail        | 1017 NE C Street         | 25,341        |

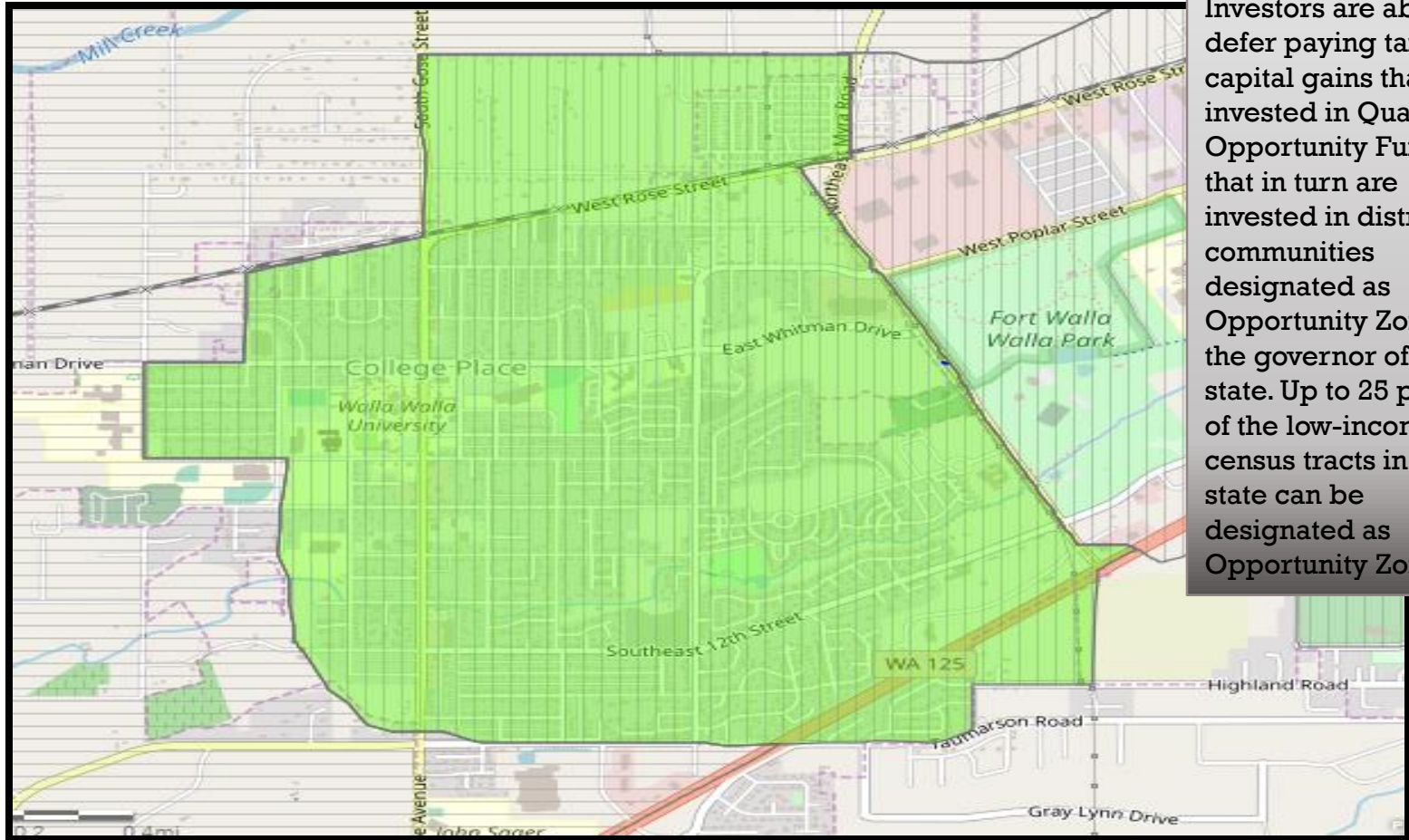
❖ **TOTAL Square Footage**

**520,511**



# OPPORTUNITY ZONE

## COLLEGE PLACE IS AN OPPORTUNITY ZONE



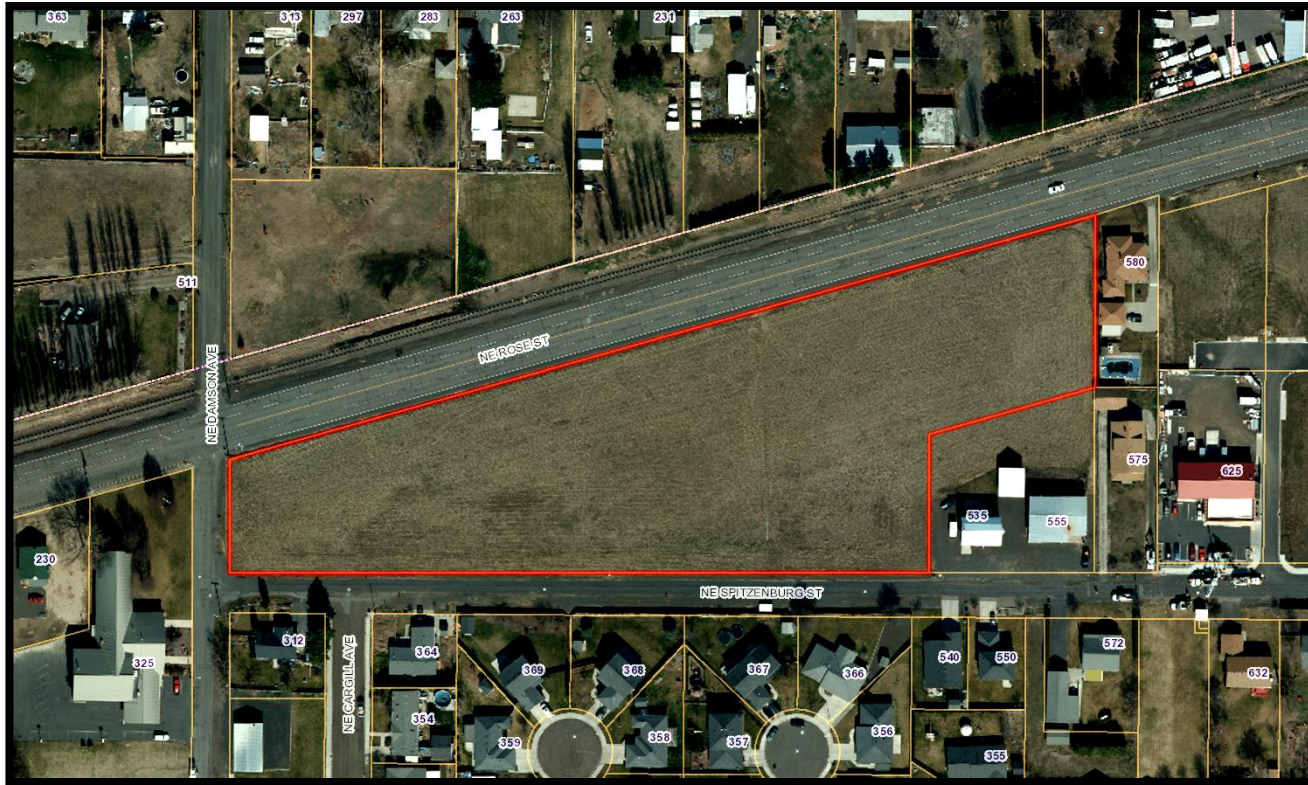
Investors are able to defer paying taxes on capital gains that are invested in Qualified Opportunity Funds that in turn are invested in distressed communities designated as Opportunity Zones by the governor of each state. Up to 25 percent of the low-income census tracts in each state can be designated as Opportunity Zones.

<https://www.commerce.wa.gov/growing-the-economy/opportunity-zones/>



# SITE 1

4.54 and acre General Commercial, Parcel #350725522434  
Located on NE Rose St. with good access to Myra Rd. Opportunity Zone



**Contact Pauline S. Guglielmelli (509) 525-9057**





# SITE 2

Southwest Corner of NE Rose St & Carey Ct  
1.5 acres General Commercial, Parcel #350725522310  
Located on NE Rose St with excellent access to Myra Rd. Opportunity Zone



Adjacent to Sportsman Warehouse, Ulta, Bed Bath & Beyond,  
Pet Smart, Marshalls, Ross, Famous Footwear, Valvoline,  
Home Depot

**Contact – David Corbett – 509-525-4110 / Email:  
david@lloydsinsurance.net**



# SITE 3

**Outlet in front of Home Depot**  
**0.22 acres General Commercial, Parcel #350725590103**  
**Located on NE "C" St with excellent access to Myra Rd. Opportunity Zone**



Adjacent to Sportsman Warehouse, Goodwill, Ulta, Bed Bath  
& Beyond, Pet Smart, Marshalls, Ross, Famous Footwear,  
Valvoline, Home Depot, Walmart, Honda

**Contact – Jayne DiDario – 509-956-6097 / [jayne@wallawallasir.com](mailto:jayne@wallawallasir.com)**





# SITE 4

Village at Fort Walla Walla / SW Corner of Myrd Rd & Whitman Dr  
33.23 acres General Commercial . Opportunity Zone  
Approximately 200,000 SF of Retail / Office Space  
Planning and Environmental Permitting Completed



Contact – Bob Price 757-805-8198 / [robertprice1@gmail.com](mailto:robertprice1@gmail.com)

# SITE 5

6.43 acres, Myra Road Frontage, across from Fort Walla Walla Park.

Parcel # 350736110047, 360731220044 . Opportunity Zone



Sportsman Warehouse, ULTA, Bed Bath & Beyond, Pet Smart, Marshalls, Ross, Famous Footwear, Goodwill, Valvoline, Home Depot, Walmart, Honda

Contact – Bob & Natalie Rugar 509-529-6191 / [Natalie.rugar@gmail.com](mailto:Natalie.rugar@gmail.com)





# SITE 6

6.11 acres, Close to HWY 125, Corner of Myra Rd & SE 12<sup>th</sup>  
Parcel # 360731230060 . Opportunity Zone



Sportsman Warehouse, ULTA, Bed Bath & Beyond, Pet Smart, Marshalls, Ross, Famous Footwear, Goodwill, Valvoline, Home Depot, Walmart, Honda

Contact – Bob & Natalie Rugar (509)-529-6191 / [Natalie.rugar@gmail.com](mailto:Natalie.rugar@gmail.com)



# SITE 7

1.09 acres, Corner of SR 125 & Myra Road  
Parcel # 360731320069 . Opportunity Zone



Excellent location for Auto Dealer

Near Sportsman Warehouse, Ulta, Bed Bath & Beyond, Pet Smart, Marshalls, Ross, Famous Footwear, Goodwill, Valvoline, Home Depot, Walmart, Honda

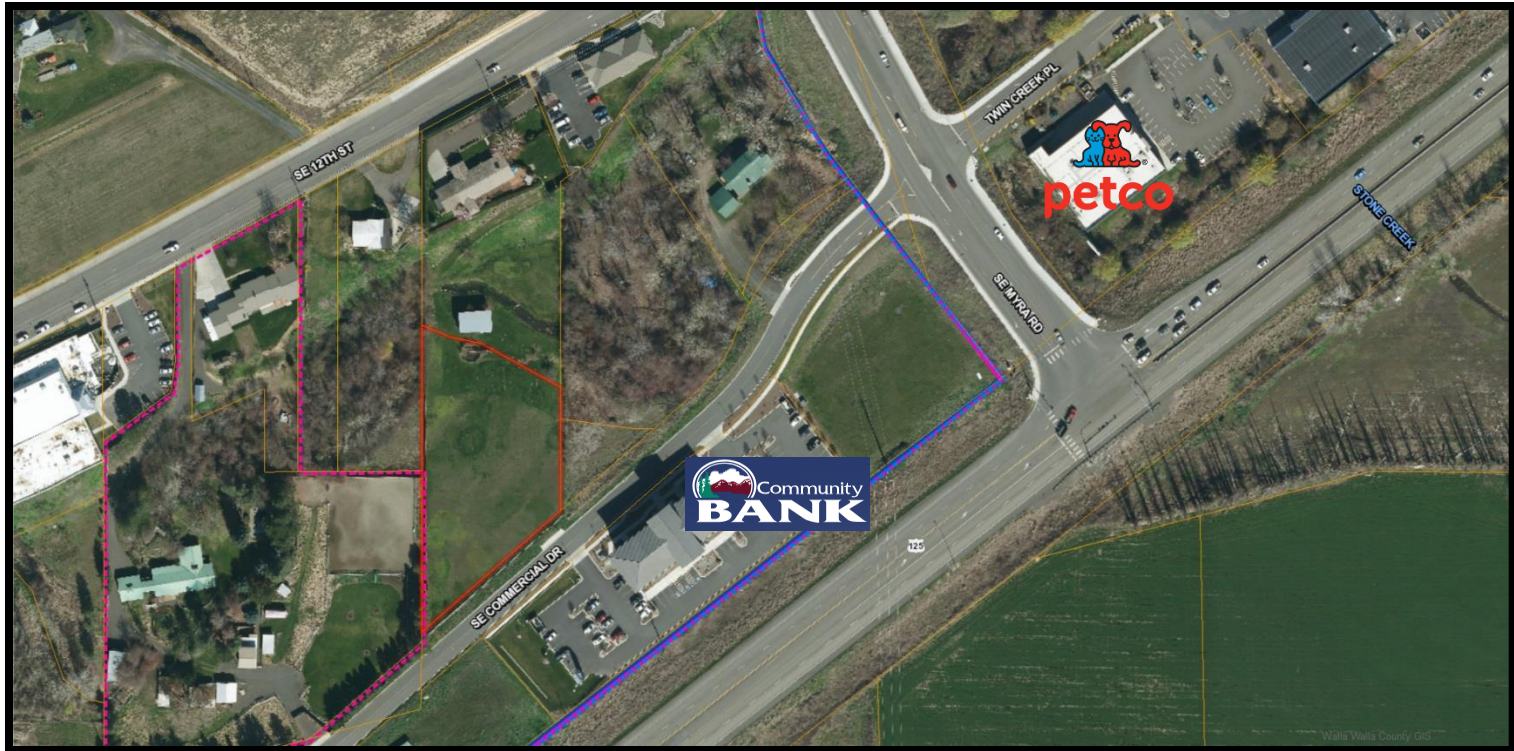
Contact – Tom Moran (509) 525-0804 / [tmoran@communitybanknet.com](mailto:tmoran@communitybanknet.com)





# SITE 8

1.09 acres, Commercial Dr, SR 125 & Myra Road, 1279 SE Commercial Drive  
Parcel # 350731320075 . Opportunity Zone



Excellent location for Auto Dealer  
Near Sportsman Warehouse, Ulta, Bed Bath & Beyond,  
Pet Smart, Marshalls, Ross, Famous Footwear,  
Goodwill, Valvoline, Home Depot, Walmart, Honda  
**Contact – Dave Corbett (509)-525-4110 / [david@lloydsinsurance.net](mailto:david@lloydsinsurance.net)**





# SITE 9

2.76 & 3.32 acres. Direct access to SR 125 w/signal, 1255 SE Commercial Drive  
Parcel # 350736060001, 350736410054 . Opportunity Zone



Excellent location for Auto Dealer  
Near Petco, Big 5 Sporting Goods, Walmart, Honda

**Contact – Randy McPherson (541) 746-2110**

**Broker – David Corbett (509)-525-4110 / david@lloydinsurance.net**



# SITE 10

0.95 & 0.36 ac, Adjacent to SR 125 w/signal.  
Parcel # 350601210093, 350601210095



North to.



Near Sportsman Warehouse, Game Stop, Papa Murphy's, Sally Beauty Supply, Del Taco, Famous Footwear, Verizon Wireless, Maurices, Walmart, Honda

**Broker – Rob Ellsworth Ph: (509)-430-2378 Em: [rob.ellsworth@svn.com](mailto:rob.ellsworth@svn.com)**





# SITE 11

**6.72 acres, Adjacent to SR 125 w/signal. / 1655 SE Meadowbrook Drive**  
**Parcel # 350601210090**



**Excellent Location for a Hotel, Retail, or Restaurants**  
**Contact – Travis Watts 509-386-0955 /travisw@cbfr.biz**



# SITE 12

27 acres, Near Intersection of SR 125 & College Avenue  
Parcel # 35060211002



Excellent Location for a Hotel  
Near Future Residential (300SFR)  
Near College Place High School, Wal-Mart, Les Schwab,  
HopThief Taphouse, Panda Express, Del-Taco

Contact – Michael McKeirnan 509-301-5341 / [stonecreekdevelopment@Hotmail.com](mailto:stonecreekdevelopment@Hotmail.com)



# SITE 13

0.43 acres, Close to Walla Walla University on College Avenue (Downtown)  
Parcel # 350736600506 . Opportunity Zone . 603 S. College Avenue



Walla Walla University, Shell Gas Station, Circle K, Post Office, Blue Mountain Credit Union, Fresh Lime, United Country Real Estate

**Contact: Travis Watts – Realtor 509-386-0955 / [travis@teamwatts.com](mailto:travis@teamwatts.com)**





# CITY CONTACTS

- Michael Rizzitiello, City Administrator 509-394-8506 or 509-520-9091
  - Email: [mrizzitiello@cpwa.us](mailto:mrizzitiello@cpwa.us)
- Jon Rickard, Community Development Director 509-394-8524
  - Email: [jrickard@cpwa.us](mailto:jrickard@cpwa.us)
- Robert McAndrews, Public Works Director 509-394-8526
  - Email: [rmcandrews@cpwa.us](mailto:rmcandrews@cpwa.us)
- Scott Hall, Building Official 509-394-8522
  - Email: [shall@cpwa.us](mailto:shall@cpwa.us)





# CITY OF COLLEGE PLACE

City Attorney

625 South College Avenue  
College Place, WA 99324  
509-394-8540

## MEMORANDUM

TO: City Council  
FROM: Rea Culwell, City Attorney  
RE: District Court Services  
DATE: February 2, 2023

DocuSigned by:  
*Rea L. Culwell*  
D2A91C622F3A4F6...

### **Overview:**

This memo is to provide Council with a basic understanding of Walla Walla County District Court services provided to the City.

### **Law:**

RCW 39.34.180 governs criminal justice responsibilities of counties, cities, and towns as follows:

Each county, city, and town is responsible for the prosecution, adjudication and sentencing, (court services) and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and referred from their respective law enforcement agencies, whether filed under state law or city ordinance, and must carry out these responsibilities through the use of their own courts, staff, and facilities, or by entering into contracts or interlocal agreements under this chapter to provide these services.

Many cities choose to enter into interlocal agreements with the county in which they are located or with another city to perform court services. RCW 3.50.815 permits cities to meet the responsibilities of RCW 39.34.180 by entering into an interlocal agreement with their respective county or with one or more cities.

RCW 3.50.010 allows cities or towns with a population of 400,000 or less to create a municipal court to provide court services. Municipal judges must be United States citizens and must be an attorney in licensed in Washington state. RCW 3.50.040. This code section also permits cities to appoint a district court judge as the municipal court judge and requires cities to share in the cost of the judge's salary. Cities can, by ordinance, require the municipal court judge to be elected to a four-year term in the same manner as elected city officials. RCW 3.50.050.

A municipal court judge does not have to be a resident of the city or town in which they serve, just the county in which the city or town is located.

Once a city contracts with another city or county, the combined court can only be separated by agreement of the parties or with notice by the agency that wishes to separate to the other agency(ies) on or before February 1 the year before district court judges are subject to election.

### **College Place:**

College Place has generally adopted state criminal law and procedure by reference. College Place, by code provisions, has also adopted the state model traffic ordinance in full. Criminal prosecution of state offenses and enforcement of non-criminal traffic offenses are done by utilizing College Place Municipal Code. In addition to the state laws the City has adopted, the City has codified additional crimes and civil offenses; an example is the prohibition of using a parking lot to cut a corner.

College Place contracts with Walla Walla County and the City of Walla Walla for court services. Walla Walla District Court, a county department, provides court services. The interlocal agreement expired at the end of the 2022 year and the parties are circulating a subsequent agreement with minor modifications for consideration. Attached here is a copy of the draft agreement.

The financing provisions in the proposed agreement have not changed.  
The court services Walla Walla County provides are:

- Physical court room
- Case data management within the state court management databases;
- Elected judges (1.5 FTE) who preside over:
  - first appearances (when someone is arrested and booked into jail and who does not post bail; determination of whether probable cause exists to support the charges and conditions of release from jail, if any),
  - arraignment (informs the defendant of the charges, rights, and possible punishments, sets conditions of release if applicable, and appoints indigent defense council when the defendant qualifies for the services),
  - pretrial hearings and trials,
  - probation violations,
  - civil cases (see below), and
  - Issuance or denial of search warrants.
- Case docketing (schedule hearing dates),
- Probation services, (monitoring for compliance with conditions of judgement and sentence, including payment of fines, costs and restitution if any),
- Communications with jail, law enforcement agencies (warrants and protection orders), department of licensing and Washington State Patrol (criminal history), and other various agencies to whom certain criminal information must be provided,
- Tracking of cases and expenditures to fulfill the interlocal agreement costs calculation,
- Submission of fines, fees, costs, and the like to the state treasurer as required by law,

- Remittance of monies to College Place (e.g. parking fines, DUI restitution),
- Civil court services:
  - Protection orders
  - Small claims (up to \$5000 if brought by an entity; up to \$10,000 if brought by an individual), and
  - Civil cases (up to \$100,000 claims).
- Preparation of court record for cases appealed to Superior Court.

### **Issues**

Since I have been performing prosecution services for the City, I have been extremely disappointed in the services the City has been receiving as it pertains to judicial decisions. I am more than happy with the services provided by court staff.

Both Chief Tomaras and Administrator Rizzitiello are equally frustrated.

I have, as well as Chief Tomaras and Administrator Rizzitiello expressed our displeasure with the judges on more than one occasion. While we then see some improvements, it is short lived, the judges return to the same behavior in just a few weeks.

I will be prepared to discuss the issues at the workshop.



City of College Place - District Court Expenditures

| Year       | GL_LinesAmount | GL_LinesDate | BARS_Account | Line Remark                              | Vendor Name                |
|------------|----------------|--------------|--------------|------------------------------------------|----------------------------|
| 2022       | 29,049.78      | 3/25/2022    | 512 50 41 02 | 4Q/2021 District Court Expense           | Walla Walla County Auditor |
| 2022       | 32,120.92      | 5/26/2022    | 512 50 41 02 | 1Q/2022 District Court Expenses          | Walla Walla County Auditor |
| 2022       | 31,280.33      | 7/25/2022    | 512 50 41 02 | 2Q/2022 District Court Expenses          | Walla Walla County Auditor |
| 2022       | 32,105.85      | 12/9/2022    | 512 50 41 02 | 3Q/2022 District Court Expenses          | Walla Walla County Auditor |
| Total 2022 | 124,556.88     |              |              |                                          |                            |
| 2021       | 28,197.28      | 2/25/2021    | 512 50 41 02 | 4Q/2020 District Court Expense           | Walla Walla County Auditor |
| 2021       | 28,601.63      | 4/26/2021    | 512 50 41 02 | 1Q/2021 District Court Expense           | Walla Walla County Auditor |
| 2021       | 29,427.85      | 7/26/2021    | 512 50 41 02 | 2Q/2021 District Court Expense           | Walla Walla County Auditor |
| 2021       | 29,869.42      | 10/10/2021   | 512 50 41 02 | 3Q/2021 District Court Expense           | Walla Walla County Auditor |
| Total 2021 | 116,096.18     |              |              |                                          |                            |
| 2020       | 27,639.23      | 3/10/2020    | 512 50 41 02 | 4th Quarter 2019 District Court Expenses | Walla Walla County Auditor |
| 2020       | 26,872.60      | 5/11/2020    | 512 50 41 02 | 1Q/2020 District Court Expenses          | Walla Walla County Auditor |
| 2020       | 26,888.49      | 7/24/2020    | 512 50 41 02 | 2Q/2020 District Court Expense           | Walla Walla County Auditor |
| 2020       | 27,581.39      | 10/26/2020   | 512 50 41 02 | 3Q/2020 District Court Expense           | Walla Walla County Auditor |
| Total 2020 | 108,981.71     |              |              |                                          |                            |



# AWC Hot Sheet – Bills of interest

## Week of January 30, 2023

AWC creates this list as an easy reference guide for certain bills of interest to cities. It is not intended to be a comprehensive list of the bills that AWC is tracking or taking a position on. The list is updated weekly, and bills may be removed, added, or moved within categories at any time.

### Priority bills – Support

|                                                                   |                                                                                                                                                                                                                                                                                     |                        |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <a href="#"><u>HB 1026</u></a>                                    | Eliminating design review boards for residential development.                                                                                                                                                                                                                       | Needs floor action     |
| <a href="#"><u>HB 1149/</u></a><br><a href="#"><u>SB 5202</u></a> | Reducing homelessness in Washington state through capital expenditures for programs that address housing insecurity.                                                                                                                                                                | Needs committee action |
| <a href="#"><u>HB 1363/</u></a><br><a href="#"><u>SB 5352</u></a> | Revising the rules on police vehicle pursuits to use a reasonable suspicion standard along with a public safety balancing test and other safety requirements.                                                                                                                       | Needs committee action |
| <a href="#"><u>HB 1613/</u></a><br><a href="#"><u>SB 5467</u></a> | Responds to the <i>Blake</i> decision by making drug possession a gross misdemeanor with a focus on directing individuals to treatment in lieu of jail. It uses a DUI type model to require probation and treatment with clear penalties for willful failure to complete treatment. | Needs committee action |
| <a href="#"><u>HB 1628</u></a>                                    | Creates a new local option real estate excise tax (REET) & State REET increase for affordable housing.                                                                                                                                                                              | Needs committee action |
| <a href="#"><u>HB 1670</u></a>                                    | Revises the property tax cap for local governments to account for inflation and population growth up to 3%                                                                                                                                                                          | Needs committee action |
| <a href="#"><u>SB 5303</u></a>                                    | Creates the Public Works Assistance Revolving Account, directing all local government loan repayments to the account. The bill also refers a ballot measure to the public for the November 2024 ballot.                                                                             | Needs committee action |
| <a href="#"><u>SB 5536</u></a>                                    | Responds to the <i>Blake</i> decision by making drug possession a gross misdemeanor with an emphasis on encouraging pretrial diversion. The bill also makes treatment facilities essential public facilities for sitting and permitting purposes.                                   | Needs committee action |
| <a href="#"><u>SB 5533</u></a>                                    | Directs the CJTC to create a model policy on police pursuits. It also creates a grant program to help police departments upgrade their technology related to tracking vehicles.                                                                                                     | Needs committee action |
| <a href="#"><u>SJR 8201</u></a>                                   | Amends the Washington State Constitution to add protections for the Public Works Assistance Revolving Account.                                                                                                                                                                      | Needs committee action |

### Other bills – Support

|                                                                   |                                                                                                                                                                          |                        |
|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <a href="#"><u>HB 1012</u></a>                                    | Establishes grants to help cities with providing emergency shelters during extreme weather events.                                                                       | Needs committee action |
| <a href="#"><u>HB 1056</u></a>                                    | Allows more flexibility for PERS 2 retirees to return to work after taking early retirement. This could be beneficial for cities seeking to fill hard to find positions. | Needs committee action |
| <a href="#"><u>HB 1131/</u></a><br><a href="#"><u>SB 5154</u></a> | WRAP Act – Product stewardship for packaging manufacturers to support residential recycling.                                                                             | Needs committee action |
| <a href="#"><u>HB 1181/</u></a><br><a href="#"><u>SB 5203</u></a> | Integrating climate change into the Growth Management Act.                                                                                                               | Needs committee action |



# AWC Hot Sheet – Bills of interest

## Week of January 30, 2023

|                                             |                                                                                                                                                                                                                                                                                                                                                                            |                        |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| <a href="#"><u>HB 1201/<br/>SB 5294</u></a> | Establishes an end date for the PERS 1 unfunded liability surcharge paid by PERS 2 employers which will result in cost savings for cities.                                                                                                                                                                                                                                 | Needs committee action |
| <a href="#"><u>HB 1326</u></a>              | Allows municipalities to waive utility connection fees for affordable housing, emergency shelters, transitional shelters, and permanent supportive housing                                                                                                                                                                                                                 | Needs floor action     |
| <a href="#"><u>HB 1425</u></a>              | Establishes a new version of the annexation sales tax credit to incentivize annexation of UGAs.                                                                                                                                                                                                                                                                            | Needs committee action |
| <a href="#"><u>HB 1597/<br/>SB 5571</u></a> | Updates the Public Records Act to reduce frivolous litigation by expanding the administrative appeals process and revises the judicial review process for public records litigation.                                                                                                                                                                                       | Needs committee action |
| <a href="#"><u>HB 1586</u></a>              | Directs the CJTC to form a work group to develop legislative policy recommendations on police pursuits and pursuits technology grant program.                                                                                                                                                                                                                              | Needs committee action |
| <a href="#"><u>SB 5002</u></a>              | Lowers the per se limit for impaired driving from .08 to .05.                                                                                                                                                                                                                                                                                                              | Needs committee action |
| <a href="#"><u>SB 5514/<br/>HB 1582</u></a> | Would prohibit right turn on red near facilities of high pedestrian traffic including elementary schools, transit centers, libraries, hospitals, or other locations as determined by the appropriate local government. Local jurisdictions will need to update signage. AWC is currently working to extend the signage implementation date to allow cities time to comply. | Needs committee action |

## Other – Requesting amendments

|                                             |                                                                                                                                                                                                                                                                                      |                                                                             |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <a href="#"><u>HB 1042</u></a>              | Conversion of existing buildings to residential uses. Stakeholder meetings have just begun to address several concerning elements.                                                                                                                                                   | Awaiting floor action                                                       |
| <a href="#"><u>HB 1048/<br/>SB 5047</u></a> | Amends the Voting Rights Act creating additional opportunities for groups to bring challenges to jurisdictions. The bill is significantly improved from previous versions, but still contains a provision that could drive unnecessary costs without improving voter representation. | House bill is awaiting floor action<br>Senate bill is awaiting floor action |
| <a href="#"><u>HB 1099</u></a>              | Requires wages paid to workers on public projects be adjusted in accordance with prevailing wage adjustments made since the time a bid was submitted. Also adds that prevailing wage be adjusted to current rate at the time the work is performed.                                  | Awaiting committee action                                                   |
| <a href="#"><u>HB 1105</u></a>              | Requires publishing a deadline for public comment and creates an individual penalty for failure to do so. AWC is working with the sponsor to refine the bill to clarify the specific public comment deadlines intended and to remove the individual penalty.                         | Awaiting committee action                                                   |
| <a href="#"><u>HB 1110/<br/>SB 5190</u></a> | Mandates new middle housing density. AWC does support statewide middle housing standards and asks for amendments consistent with AWC's housing solutions to focus this proposal on transit, schools, and parks.                                                                      | Awaiting committee action                                                   |
| <a href="#"><u>HB 1187</u></a>              | Establishes a new and extremely broad privilege for labor organizations. There is concern about how the broad the privilege is and how it might impact investigations into workplace wrongdoing                                                                                      | Awaiting committee action                                                   |



# AWC Hot Sheet – Bills of interest Week of January 30, 2023

|                                                                  |                                                                                                                                                                                                                                                                                                                                                   |                           |
|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
|                                                                  | and interact with cities' obligations under the Public Records Act. AWC asked that the proposal be narrowed.                                                                                                                                                                                                                                      |                           |
| <a href="#"><u>HB1329/</u></a><br><a href="#"><u>SB 5366</u></a> | Requires water/electric utilities to reconnect service during extreme heat events (90 degrees or above). Also creates a civil cause of action for involuntarily disconnecting service. AWC supports the underlying policy goal but is working to address challenges associated with reconnection.                                                 | Awaiting committee action |
| <a href="#"><u>SB 5133</u></a>                                   | Expands criteria a bidder must meet before being awarded a public works contract including that a bidder be listed as active training agent to support apprenticeship utilization. The bill adds training requirements and stipulates that if the bidder is out of compliance, they are prohibited from bidding on any public project for a year. | Awaiting committee action |

## Opposed

|                                                                   |                                                                                                                                                                                                                                                      |                |
|-------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <a href="#"><u>HB 1025</u></a>                                    | Expands liability related to law enforcement actions likely resulting in increased lawsuits and costs.                                                                                                                                               | Do not advance |
| <a href="#"><u>HB 1351/</u></a><br><a href="#"><u>SB 5456</u></a> | Establishes significant restrictions of city authority to regulate parking.                                                                                                                                                                          | Do not advance |
| <a href="#"><u>SB 5059</u></a>                                    | Creates a costly new requirement to charge pre-judgement interest. Interest would accrue on any judgement back to the point at which the alleged incident/cause of action occurred which could be years prior to a city receiving notice of a claim. | Do not advance |

### Notes:

- Upcoming deadlines: February 17 Policy Committee cut-off; February 24 Fiscal Committee cut-off
- \*Indicates a bill believed to be Necessary to Implement the Budget (NTIB) and exempt from deadlines
- Committee action indicates the bill needs to be heard and/or voted on by a policy or fiscal committee
- Floor action indicates the bill needs to move to the floor to be voted on by the full House or Senate



January 30, 2023

## Housing Solutions Group Proposal

### Maximize density and affordability around regional transit assets

All cities with rapid transit:

- No maximum density allowed within ½ mile walking distance of rapid transit (rail-based and bus rapid transit), if 20% of units are affordable at 80% of AMI or below for fifty years.
- Cities may set minimum density and higher affordability standards.
- Cities may otherwise regulate through local development standards including height and envelope limitations.

### Regulatory streamlining

- Exempt all residential development from SEPA if the development intensity is consistent with what is planned for in the comprehensive plan. (**HB 1293, SB 5412**)
- Eliminate external design review boards and only allow administrative review of design standards. External design review boards include community volunteer based advisory boards. (**HB 1026, HB 1293, HB 5412**)
- Provide state funding assistance for voluntary code audits and to develop more online and streamlined permitting systems. (**HB 1296\*/ SB 5290\***)
- Support changes to the state building code to facilitate middle housing (e.g., apply the residential building code up to six units). (**HB 1167\*, SB 5491**)

### Maximize utilization of community amenities or broad upzone across residential zones

All cities over 20,000 must select a or b:

**a.** Cities must allow at least three units per residential lot, in any configuration, by permitted use within ¼ mile walking distance from schools and community parks. ADUs and DADUs count as a unit each. Cities may otherwise regulate through local development standards. If no rapid transit exists in a city, city must allow at least three units per lot within a ¼ mile walking distance of arterials. Individual lots can be excluded with a documented finding of an infrastructure deficiency.

**OR**

**b.** 75% of residential lots in a city must allow at least three units per lot, in any configuration, by permitted use. Cities may otherwise regulate through local development standards.

### Direct funding for housing

- Increase funding for low-income housing by at least \$1 billion per year. (**HB 1149/SB 5202**)
- Provide a new .25% councilmanic local option REET that can be used to fund affordable rentals, affordable home ownership, and infrastructure to support housing. Allow cities to convert local REET taxes to “progressive tiers” mirroring the state. (**HB 1628**)
- Provide additional flexibility for use of lodging taxes for affordable housing.
- Increase funding for cities to plan for housing and density increases. (**HB 1167\***)

### Funding Infrastructure investments to support housing (HB 1147/SB 5200)

- Restore revenues to the Public Works Assistance Account to ensure infrastructure funding for capacity increases is available.
- Continue and enhance Connecting Housing and Infrastructure Program.

\*Contains a provision that aligns with this proposal but other areas of the bill may not.

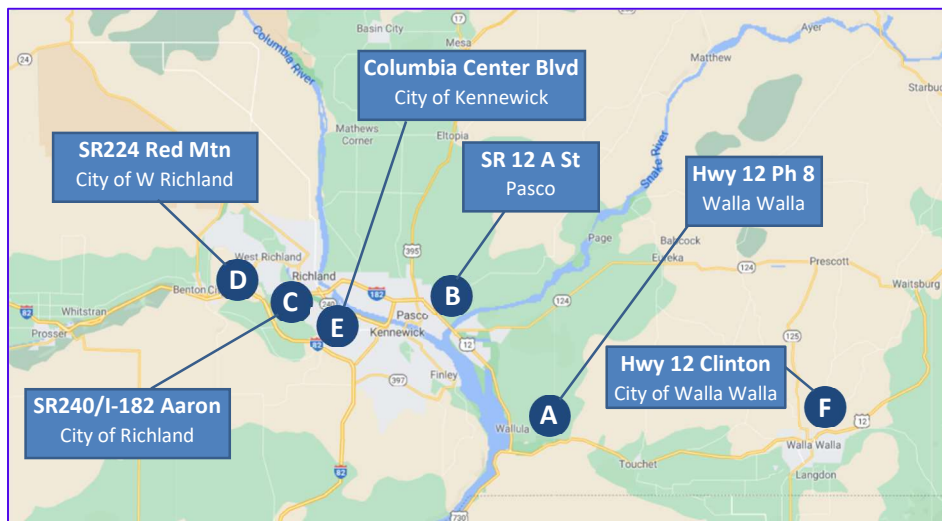
*Benton, Franklin &  
Walla Walla Counties*  
**GOOD ROADS &**  
  
**TRANSPORTATION**  
ASSOCIATION

**ACTION #3: Support Other Projects of Importance:** Other projects of importance in the region are listed on the last page.

**ACTION #4: Provide funding for statewide implementation of the support network that will be required to deliver transition to alternative fuel sources.**

**ACTION #5: Support continued operation of the Columbia/Snake River dam system both as an efficient freight transportation alternative and as critical hydro-electric production.**

**ACTION #6: Support increased funding for the state freight infrastructure programs.**



# Benton-Franklin-Walla Walla Good Roads 2023-2024 Transportation Priorities

**A**

## HIGHWAY 12, PHASE 8, Walla Walla County, Port and Cities



- \$206.8M Total Cost; Secured Funding: \$21.8M; Funding Need: \$185M
- Project Description: Complete the four-lane roadway (approx. 10 miles) from Nine Mile Hill to Wallula Junction.
- Project Impact: Improve safety in the most dangerous segment of the highway between Tri-Cities and Walla Walla by separating opposing traffic with a median; Reduce conflicts between passenger vehicles and slow-moving freight; Improve access for freight to eastern Washington port facilities.

**B**

## SR 12 'A' Street Crossing Improvements, City of Pasco and Port of Pasco



- \$1.5M Total Cost
- Project Description: Planning, Engineering, and Public Outreach to replace dangerous at-grade crossings on SR12 at A Street and Tank Farm Road with solutions that maximize use of existing transportation system to minimize costs and reduce risk of crashes
- Project Impact: Improves safety at this heavily traveled route that serves heavy freight traffic from nearby regional petroleum tank farms, grain facilities; industrial areas and Port facilities, along with mix of residential development

**C**

## SR 240 / I-182 / Aaron Drive Complete Streets Improvements, City of Richland



- \$35.5M Total Cost
- Project Description: Add overpass for eastbound SR240 ramp. Construct roundabout intersection at remaining ramp terminals. Add active transportation trail connection to regional trail system.
- Project Impact: Mitigate regionally significant congestion choke point, create active transportation connectivity and safety, enable improved freight mobility and economic development
- Readiness: FHWA / WSDOT concept validation complete, no right of way, simple environmental review.

# Benton-Franklin-Walla Walla Good Roads 2023-2024 Transportation Priorities

**D**

## SR 224 / Red Mountain Transportation Improvements, City of West Richland



- \$31.5M Total Cost; Secured Funding: \$26.5M; Funding Needed: \$5M
- 2015 Connecting Washington Project
- Additional \$1.8m in local funds secured for water and sewer infrastructure.
- Project Description: Widens SR 224 (Bombing Range Road to Red Mountain Road) from a narrow rural highway section to a multi-modal complete street and reconstructs six key intersections
- Project Impact: Improves overall safety and level of service, relieves congestion on SR 224, supports economic development.

**E**

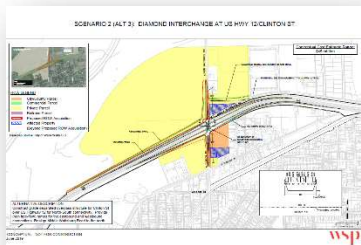
## Columbia Center Blvd Widening, City of Kennewick



- \$16.99M Total Cost; Secured Funding \$7.457M
- Project Description: Widen arterial to 3 lanes in each direction, with additional turn lanes and traffic signal upgrades.
- Project Impact: Reduces traffic congestion and improves safety for heavily traveled principal arterial serving the commercial center of the Tri-Cities, including the regional Columbia Center Mall, Costco and the Vista Field urban development.

**F**

## US Highway 12/Clinton Street Interchange, City of Walla Walla



- \$45.356M Total Cost; Secured Funding \$215K
- Project Description: Convert an at-grade intersection into a tight diamond interchange.
- Project Impact: Improves safety conditions and multimodal connectivity, increases economic vitality, removes a barrier to pedestrian and bicycle connections, reduces travel time and greenhouse gas emissions, improves emergency services response time to growing population on north side of the highway, and improves mobility of trucks and farm vehicles on the highway.

# Benton-Franklin-Walla Walla Good Roads 2023-2024 Transportation Priorities

## Other Projects of Importance (in Alphabetical Order by Agency)

|                                              |                       |
|----------------------------------------------|-----------------------|
| SR-225 Pedestrian Crossings Project .....    | City of Benton City   |
| Mojonnier Road Reconstruction .....          | City of College Place |
| 12 <sup>th</sup> Street Reconstruction ..... | City of College Place |
| Keene Trail Extension .....                  | City of Kennewick     |
| Road 76 Overpass .....                       | City of Pasco         |
| I-182 Broadmoor Blvd .....                   | City of Pasco         |
| Island View to Vista Field .....             | City of Richland      |
| Myra Road/SR-125 .....                       | City of Walla Walla   |
| SR-125 Safety Corridor Improvements .....    | Washington State DOT  |







# Local Government Coalition

## 2022 State Legislative Priorities

### Policy Requests

#### Public Works Assistance Account

Support for funding/protection of the Public Works Assistance Account (Public Works Board) and expansion of program to allow Ports to access their funds.

#### Small Business Protection and Retention

Support legislation that reduces regulatory burden and costs to small businesses.

#### Policing

Change policy to allow pursuits by law enforcement when there is reasonable suspicion the driver has committed an offense where the public safety risks of failing to apprehend the suspect is greater than the safety risks of the pursuit.

#### Multifamily Property Tax Exemption

Broaden RCW 84.14 – Multifamily Property Tax Exemption so all cities can participate in the program and there is no sunset.

#### Reauthorize and Expand Sale & Use Tax Deferral for Manufacturing Facilities

The high unemployment county sales & use tax deferral program for manufacturing facilities expired July 1, 2020. Reauthorize the program and expand to include rural counties defined as “Counties with the population density of less than 100 persons per square mile and a county smaller than 225 square miles.”

#### Prevent Prevailing Wage Expansion

Oppose legislation expanding the definition of “public works” to include private entities receiving certain tax credits or leasing land from public entities. This type of legislation would harm our ability to partner with private sector entities to promote job retention and growth.

#### Unfunded Mandates

Ensure new legislation doesn’t include unfunded mandates for local governments.

#### PRA Requests

Provide local governments additional opportunities to recover costs associated with public records requests.

#### CERB Support

Fully fund CERB’s request for additional funding.

#### Walla Walla Water 2050

The Walla Walla Water 2050 initiative has been authorized by the Washington Legislature as an effort to improve streamflow’s and water supplies in the Walla Walla River Basin over the next 30 years. Support funding requested for the Office of the Columbia River to support the Walla Walla Water 2050 Plan.

### Transportation Budget Requests

#### US Highway 12/Phase 8-

Funding for completion of the four-laning of U.S. Highway 12. Phase 8, the final and most dangerous portion of the highway, has funds set aside for design and right-of-way, but construction is yet to be funded. It is a critical project for the increased safety and freight mobility along the final 11 mile stretch.

#### US Highway 12/ Clinton Interchange–

Funding for a federal match on the diamond interchange at the intersection of US Hwy 12 and Clinton Street. The project would provide safe north-south crossing for pedestrians, cyclists, and traffic.



## Capital Budget & Other Infrastructure Investments



### City of College Place

#### ♦ **Wastewater Treatment Plant Improvement -**

*\$5 Million*

The City must invest over \$26.0 million dollars over the next two years to satisfy new conditions of a state wastewater permit. Which will mean constructing a large storage pond or infrastructure to convey treated effluent to Walla Walla.

#### ♦ **SW Mojonnier Rd (Bluvue Lane to College Avenue) -**

*\$3.2 Million*

Funding for the construction rebuild of Monjonnier to urban standards including sidewalks and utilities.



### Port of Walla Walla

#### ♦ **East Attalia, Peterson and Nunn Road -**

*\$1.25 Million*

Pave roadways on East Attalia, Peterson and Nunn Road to encourage development at Wallula Gap Business Park, creating more living wage employment opportunities for the large minority and low income population in our region.

#### ♦ **Burbank Business Park, Tank 2 -**

*\$1.5 Million*

Phase 2 of the Burbank Water System, which will provide additional tankage, reservoir, and water treatment improvements for expanded economic development in the community.



### Walla Walla County

#### ♦ **Walla Walla County Courthouse**

*\$2 Million*

The County's Historic Courthouse Complex is both the operational and visible seat of County government. The County has received a threat analysis from DHS/CISA on the physical resiliency of the complex. The need to secure the courthouse with more robust physical protection, as well as the need to transition to a single-entry complex was very clearly stated.

#### ♦ **Emergency Operations Center Improvements**

*\$1 Million*

Walla Walla County's multi-agency Emergency Operations Center has been identified as a targeted damage site, as it lies in the collapse path of a multi-story brick structure that could render the site a total loss to all law enforcement and the Emergency Operations Center. A new location has been identified that would increase the regions emergency resiliency

## Watch List

- Mental Health Funding
- Broadband Funding
- Cyber Security Mandates
- Qualified Immunity
- Tourism Funding
- Workforce Training
- Walla Walla Community College Funding
- Washington State Penitentiary Funding
- Zoning for Housing
- Office of Columbia River Funding
- Natural Gas

***City of College Place, Washington***

**RESOLUTION NO. 22-078**

**A RESOLUTION OF THE CITY OF COLLEGE PLACE, WASHINGTON, ADOPTING 2023 STATE & FEDERAL LEGISLATIVE PRIORITIES**

WHEREAS, the City of College Place is a non-charter code city under Title 35A RCW; and

WHEREAS, the City Council of the City of College Place (City) wishes to state its 2023 legislative priorities for the State and Federal government.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE AS FOLLOWS:**

1. The City of College Place hereby adopts the legislative priorities for the 2023 state legislative session outlined in Exhibit 2 of this agenda bill.
2. The City of College Place hereby adopts the legislative priorities for the 2023 federal legislative session outlined in Exhibit 3 of this agenda bill
3. The City of College Place supports the legislative priorities identified by the Association of Washington Cities.
4. The City of College Place submits that strong cities result in a strong state and country.

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.

ADOPTED at a regular meeting of the City Council of the City of College Place, Washington held on the 25<sup>th</sup> day of October, 2022.

DocuSigned by:

*Norma L. Hernandez*

Norma L. Hernández, Mayor

Attest:

DocuSigned by:

*Sherri St. Clair*

Sherri St. Clair, City Clerk



# 2023 State Legislative Agenda

## Quick Facts

- Population: 9,902 (2022)
- Median Household Income: \$49,406 (2016-2020 ACS)
- Poverty Rate: 11.6% (2016-2020 ACS)
- Median Housing Value: \$205,500 (2016-2020 ACS)
- Parks: 4 totaling 16.67 Acres
- Roads: 35 Miles of City Maintained Roads
- Home of Walla Walla University

Contact: Mr. Mike Rizzitiello – City Administrator Ph: 509-394-8506 Em: [mrizzitiello@cpwa.us](mailto:mrizzitiello@cpwa.us)  
Mr. Brian Enslow – Lobbyist Ph: 360-489-8121 Em: [brian@arbutusllc.com](mailto:brian@arbutusllc.com)



The City of College Place is very grateful to our local legislators who supported a number of significant accomplishments in the 2022 legislative session. As we look toward the 2023 session, we are asking your support on several requests that will help us better plan and meet the needs of our dynamic and ever changing city and the amazing people who live here.

## Priorities

### Wastewater Treatment Plant Improvement



The City must invest over **\$26.0 million** dollars over the next two years to satisfy new conditions of a state wastewater permit. Which will mean constructing a large storage pond or infrastructure to convey treated effluent to Walla Walla.

### Western CP Water System Improvements



1 mil gallon water tank and additional well needed for supply and resiliency of system. Estimated cost is **\$4.0 million for Well #7** and **\$5.5 million for elevated tank.**

### Stormwater Decant Facility



Construction of a street waste decant facility as outlined in city's NPDES stormwater permit. Estimated cost is **\$918,000.**

### SW Mojonier (College to Bluvue)



Reconstruction of 1.0 miles of roadway including underground utilities at: **\$8.6 million dollars.**

## Key Issues

### Economic Development/Infrastructure

- **SUPPORT** – Protecting and strengthening pass through State grant agencies such as Transportation Improvement Board (TIB), Public Works Trust Fund (P WTF), Recreation Conservation Office (RCO) Community Economic Revitalization Board (CERB) and others.
- **SUPPORT** – State investment into affordable broadband installation in areas with service gaps.
- **SUPPORT** - Proactive approach to create new tools, incentives, and revenues that cities can use to help increase housing supply and address affordability.
- **SUPPORT** - Sustainable transportation funding that recognizes unique challenges of rural communities including maintenance of existing infrastructure.
- **SUPPORT** – Additional funding for rapid acquisition of housing and land for housing.
- **SUPPORT** – Broaden RCW 84.14 – Multifamily Property Tax Exemption so all cities can participate in the program. Right now only mandated fully-planning cities can use this.
- **SUPPORT** – Alternate compliance paths for wastewater systems regarding PCB's.
- **SUPPORT** – Walla Walla County Rural Library District request for funding to construct new headquarters library facility in College Place.
- **OPPOSE** – State Building changes that would require new construction be all-electric (hvac).

### General Government

- **SUPPORT** – Reform of the Growth Management Act pertaining to UGA's, SEPA, and permitting.
- **SUPPORT** – Increased funding to the Housing Trust Fund including support for cities.
- **SUPPORT** – A structural modification in property tax statutes to the annual growth to an inflationary index rather than to the one percent limit.
- **SUPPORT** – Updates to the Public Records Act to address extraordinary litigation.
- **SUPPORT** – Permanent policy that allows cities to have the option for fully virtual meetings.
- **SUPPORT** – Defend Local Control.
- **SUPPORT** – Solutions to bring back true recycling in a cost effective manner.
- **OPPOSE** – Zoning preemption by State. Create flexibility and incentives to assist cities.
- **OPPOSE** – Unfunded mandates. The City urges you to remember local government when you are passing Legislation and to avoid passing unfunded mandates on to us.

### Public Safety/Human Services

- **SUPPORT** - Increase in funding for the Basic Law Enforcement Academy (BLEA).
- **SUPPORT** – Policies that expand access to childcare all over the State of Washington.
- **SUPPORT** – Direct funding for cities to administer diversion programs related to misdemeanor drug possession cases handled by city law enforcement.
- **SUPPORT** – Additional investments to help cities with costs resulting from the Blake decision that changed how possession of controlled substances is handled by the criminal justice system.
- **SUPPORT** – Clarifications of the ability to conduct vehicular pursuits.
- **SUPPORT** - Creating greater access to behavioral health services including substance abuse treatment and dual diagnosis treatment facilities.
- **SUPPORT** – Continued state funding to help communities establish alternative response programs.

*The City supports the Association of Washington Cities Legislative Agenda.*





# 2023 Federal Legislative Agenda

## Quick Facts

- Population: 9,902 (2022)
- Median Household Income: \$49,406 (2016-2020 ACS)
- Poverty Rate: 11.6% (2016-2020 ACS)
- Median Housing Value: \$205,500 (2016-2020 ACS)
- Parks: 4 totaling 16.67 Acres
- Roads: 35 Miles of City Maintained Roads
- Home of Walla Walla University

Contact: Mr. Mike Rizzitiello – City Administrator Ph: 509-394-8506 Em: [mrizzitiello@cpwa.us](mailto:mrizzitiello@cpwa.us)



The City of College Place is very grateful to our local legislators who supported a number of significant accomplishments in the 2022 legislative session. As we look toward the 2023 session, we are asking your support on several requests that will help us better plan and meet the needs of our dynamic and ever changing city and the amazing people who live here.

## Priorities

### Wastewater Treatment Plant Improvement



The City must invest over **\$26.0 million** dollars over the next two years to satisfy new conditions of a state wastewater permit. Which will mean constructing a large storage pond or infrastructure to convey treated effluent to Walla Walla.

### Western CP Water System Improvements



1 mil gallon water tank and additional well needed for supply and resiliency of system. Estimated cost is **\$4.0 million for Well #7** and **\$5.5 million for elevated tank.**

### Stormwater Decant Facility



Construction of a street waste decant facility as outlined in city's NPDES stormwater permit. Estimated cost is **\$918,000.**

### SW Mojonier (College to Bluvue)



Reconstruction of 1.0 miles of roadway including underground utilities at: **\$8.6 million dollars.**

## Key Issues

- **SUPPORT** – Passage of a comprehensive infrastructure financing bill to include streets, stormwater, wastewater, water, broadband, and other community facilities.
- **SUPPORT** – Legislation that helps build a enriched small business/microbusiness ecosystem.
- **SUPPORT** – Passage of legislation that assists in additional childcare opportunities across the Walla Walla Valley.
- **SUPPORT** – Simplifying the process for pursuing Federal grants and loans such as USDA-Rural Development grant dollars.
- **SUPPORT** – Protection and enhancement of HUD Community Development Block Grant programs. The Federal government should amend the definition of entitlement governments back to the county level.
- **SUPPORT** - Local control.
- **SUPPORT** – Alternate compliance paths regarding PCB's for municipal wastewater systems.
- **SUPPORT** – Passage of legislation to address mental health to support local communities to improve mental health and specially to lend critical support to families and youth.
- **SUPPORT** – Continued funding for the Jonathan Wainwright Veterans Administration Campus in Walla Walla
- **SUPPORT** - Funding US 12 Phase 8 which completes the Walla Walla/Tri-Cities segment and improves safety and efficiency.
- **SUPPORT** – The City of Walla Walla State Route 125 & Myra Rd intersection reconstruction project.
- **SUPPORT** – Opportunity Zone extension.
- **SUPPORT** – The Walla Walla County Rural Library District project to build a headquarters library facility adjacent to College Place High School on College Avenue.
- **SUPPORT** – Projects which make the State Route 125 corridor (Myra to Old Milton Hwy) safer and lend to improving economic development opportunities in the City.
- **SUPPORT** – Solutions to challenges brought upon local recycling programs by the Chinese National Sword policy.
- **OPPOSE** – Unfunded mandates. The City urges you to remember local government when you are passing Legislation and to avoid passing unfunded mandates on to us.

*The City supports the Association of Washington Cities Legislative Agenda.*



ORDINANCE NO. 1038

AN ORDINANCE OF THE CITY OF COLLEGE PLACE GRANTING A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, REPAIR, OR REMOVE FIBER OPTIC CABLES WITHIN THE PUBLIC WAYS OF THE CITY OF COLLEGE PLACE

WHEREAS, the College Place City Council passed College Place City Ordinance 466 in 1979 adopting the classification of non-chartered code city for the City of College Place; and

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; and

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 College Place City Council passed City Ordinance Number 1022 on June 22, 2009, adopting an updated comprehensive plan for the City of College Place, including without limitation, policies requiring underground installation of new utility services, conversion of existing overhead systems to underground systems, coordination of utility projects, and minimization of negative impacts upon the character of the community; and

WHEREAS, franchisee has applied to the City of College Place, Washington for a non-exclusive franchise to enter, occupy, and use public ways to construct, install, operate, maintain, and repair fiber optic facilities to offer and provide telecommunications service for hire, sale, or resale in the City of College Place; and

WHEREAS, the 1934 Communications Act, as amended by the 1996 Telecommunications Act, 47 USC § 151, et seq., relating to telecommunications

---

Ordinance No. 1038: Pocket iNet Franchise Agreement

providers recognizes and provides state and local government authority to manage the public rights-of-way and to require fair and reasonable compensation on a competitively neutral and nondiscriminatory basis;

WHEREAS, Washington's Telecommunications Services Act, 2000 Wash. Laws, chapter 83, as amended, RCW ch. 35.99, relating to telecommunications providers recognizes and provides Washington cities authority to require franchises and use permits for constructing, installing, operating, maintaining, repairing, or removing telecommunication facilities in public rights-of-way;

WHEREAS, a franchise is a legislatively approved master permit granting general permission to a service provider to enter, use, and occupy the public ways for the purpose of locating facilities subject to requirements that a franchisee must also obtain separate use permits from the City for use of each and every specific location in the public ways in which the franchisee intends to construct, install, operate, maintain, repair or remove identified facilities;

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization required by the City, including without limitation, permits required in connection with construction activities in public ways which must be administratively approved by the City after review of specific plans;

WHEREAS, the grant of a non-exclusive franchise requires an affirmative vote of at least a majority of the entire City Council and publication at least once in newspaper of general circulation; and

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

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

**Section 1:** Definitions:

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations will have the meanings 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. Words not defined will have the meaning ascribed to those words in the College Place Municipal Code unless inconsistent herewith.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"City" means the City of College Place, Washington, its agencies, departments, and divisions.

"City property" means and includes all real property owned by the City, other than public ways, including without limitation, City parks and all property owned in fee by the City.

"Conduit" means optical cable housing, jackets, or casing, and pipes, tubes, or tiles used for receiving and protecting wires, lines, cables, and communication and signal lines.

"Costs" means costs, expenses, and other financial obligations of any kind whatsoever.

"Dark fiber" means properly functioning optical cable which is not used or available for use by franchisee or the general public.

"Effective Date" means five days following the publication of this franchise or a summary thereof occurs in an official newspaper of the City as provided by law.

"Emergency" means a condition of imminent danger to the health, safety, and welfare of property or persons located within the City including, without limitation, damage to persons or property from accidents or natural consequences, such as storms, earthquakes, riots or wars.

"Existing" means in actual physical being upon the effective date of this franchise.

"Facilities" means all of the plant, equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver telecommunications services, including but not limited to poles with crossarms, poles without crossarms, wires, lines, conduits, cables, communication and signal lines and equipment, braces, guys, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of telecommunications services.

"Fiber Optics" means the technology of guiding and projecting light for use as a communications medium.

"Franchisee" means the person to whom this franchise is granted by the Council pursuant to this franchise and the lawful successor, transferee or assignee of said person subject to such conditions as defined herein.



"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.

"Incremental costs" means the actual and necessary costs incurred which exceed costs which would have otherwise been incurred. Incremental costs shall not include any part, portion, or pro-ration of costs, of any kind whatsoever, including without limitation overhead or labor costs, which would have otherwise been incurred.

"Information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols.

"Municipal arborist" means the City's Director of Public Works, or such other person appointed by the City's Mayor.

"Optical cable" means wires, lines, cables and communication and signal lines used to convey communications by fiber optics.

"Overhead facilities" means facilities located above the surface of the ground, including the underground supports and foundations for such facilities.

"Person" means natural person, joint venture, joint stock association or company, partnership, firm, association, club, company, corporation, business, trust, or organization.

"Personal wireless services" means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined by federal laws and regulations.

"Public street" means any highway, street, alley or other public right of way for motor vehicle travel under the jurisdiction and control of the City which has been acquired, established, dedicated or devoted to such purposes.

"Public way" means and includes all public streets, utility easements, and other rights-of-way, now or hereafter owned by the City, but only to the extent of the City's right, title, interest or authority to grant a license or franchise to occupy and use such public streets, utility easements, or other rights-of-way for telecommunications facilities. "Public way" does not include City property; State highways; land dedicated for roads, streets, and not opened and not improved for motor vehicle use by the public; structures, including poles

and conduits, located within the public way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights of way that are not open for motor vehicle use.

"Street tree" means any tree located in, or that portion over-hanging, any public way and any tree planted on private property near a public way at the direction of the City.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. "Telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals.

"State" means the State of Washington, its agencies, departments, and governmental subdivisions, and all agencies, departments, and divisions of its agencies, departments, and governmental subdivisions.

"Underground facilities" means facilities located under the surface of the ground, other than underground foundations or supports for overhead facilities.

"Utility poles" means poles, and crossarms, devices, and attachments directly affixed to such poles which are used for the transmission and distribution of electrical energy, signals, or other methods of communication.

## **Section 2: Franchise**

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, and removing wireline facilities necessary to provide telecommunications services. Except as expressly provided otherwise in subsections 4(F)(1)-(4) and 17(A) and (B), and 18(B), franchisee shall construct, install, operate, maintain, repair, and remove its facilities at its expense.

B. Nothing in this franchise grants authority to franchisee to enter, occupy, or use public ways for constructing, installing, operating, maintaining, repairing, or removing wireless communication facilities.

C. Nothing in this franchise grants authority to franchisee to enter, occupy, or use City property.

D. 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 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.

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 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 codes, rules, regulations, and standards subject to verification by the City of such compliance.

G. Nothing in this franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse franchisee of any obligation to pay 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. Nothing in this franchise shall be construed to create a duty upon the City to be responsible for construction of facilities or to modify public ways to accommodate franchisee's facilities.

J. Nothing in this franchise grants authority to franchisee to provide or offer cable television service.

K. Franchisee may use the wireline facilities authorized by this franchise for the transmission of information used to provide personal wireless services only as expressly provided in this franchise.

L. 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.

M. Nothing in this franchise shall be construed to permit franchisee to unlawfully enter or construct improvements upon the property or premises of another.

N. Nothing in this franchise authorizes franchisee to enter or construct improvements on, in, under, over, across, or within any property or right-of-way of any third party without that party's permission.

**Section 3:** Term.

Authorization granted under this franchise shall be for a period of ten (10) years from the effective date of this franchise.

A. Renewal.

If franchisee that desires to renew its franchise for an additional term, it shall, not more than one hundred eighty (180) days nor less than ninety (90) days before expiration of the current franchise, give written notice to the City requesting renewal.

B. Within forty-five (45) days after receiving a written renewal request, the City Administration shall make a written recommendation to the College Place City Council to grant or deny the franchise in whole or in part. Within forty-five (45) days after receipt of the recommendation the City Council shall conduct a public hearing and make a decision. If the renewal request is denied, the written determination shall include the reason(s) for non-renewal. The City Council may continue consideration of the request for a period not to exceed thirty (30) days. The decision to grant or deny a renewal request shall be based upon the following standards:

1. The continuing capacity of the public ways to accommodate the franchisee's existing facilities;
2. Franchisee's compliance with the requirements of the franchise agreement;
3. Applicable federal, state and local telecommunications laws, rules and policies; and
4. Such other factors as may demonstrate that the continued grant to use the public ways will serve the community interest.

**Section 4:** Location of facilities.

A. Franchisee must place its facilities underground except as otherwise expressly provided herein. Subject to the terms and conditions of this franchise, franchisee may place optical cable, optical cable housing, and splicing connections on existing utility poles as overhead facilities if approved by the owner of the utility poles. All other



facilities, including without limitation facilities required to operate or maintain such optical cable and optical cable housing, and splicing connections must be underground facilities if they are located in a public way.

B. Franchisee's facilities shall not damage or impair existing trees, scrubs and other vegetation, public or private. Franchisee shall not place optical cable, optical cable housing, or splicing connections as overhead facilities in any area where the City's Director of Public Works determines, in his or her sole discretion, that the facilities will damage or impair a street tree.

C. Franchisee's facilities shall not unreasonably interfere with the use of public ways or City property by the City, the general public, or other persons authorized to enter, occupy, or use public ways or City property. Whenever new facilities will exhaust the capacity of a public way to reasonably accommodate future users or facilities, the franchisee shall provide nondiscriminatory access to its facilities to future users and facilities.

D. Franchisee shall not impair or damage any City property, public way, other ways or other property, whether publicly or privately owned.

E. Franchisee shall provide the City with information in such form requested by the City which accurately reflects the horizontal and vertical location and configuration of all of franchisee's facilities. Franchisee shall provide the City with updated information annually or upon request by the City.

F. Franchisee shall relocate its facilities at the request of the City when there is construction, alteration, repair or improvement of a public way. Franchisee shall complete the relocation by the date specified by the City, unless the City, or a reviewing court, establishes a later date for completion, after a showing by franchisee that the relocation cannot be completed by the dates specified using best efforts and meeting safety and service requirements. Franchisee shall relocate its facilities at its expense except:

(1) Where the franchisee had paid for the relocation costs of the same facilities at the request of the City within the past five (5) years, the franchisee's share of the cost of relocation will be paid by the City if it requested the subsequent relocation.

(2) Where the franchisee has an ownership share of the existing utility poles upon which its optical cable and optical cable housing is located as overhead facilities, the additional incremental cost of underground to aerial relocation, or as provided for in

an approved tariff if less, will be paid by the City if it required the underground relocation.

(3) Where the City requests relocation of underground facilities solely for aesthetic purposes, the cost of relocation shall be paid by the City; provided, however, in no event shall a request by the City to relocate overhead facilities to underground be considered to be made for aesthetic purposes. Franchisee is authorized to place optical cable and optical cable housing on existing utility poles as overhead facilities only as an exception to pre-existing City policies which require undergrounding, and the cost of relocating overhead facilities to underground shall be paid by the franchisee except as provided in section 4(F)(2).

(4) Where the construction, alteration, repair or improvement of a public way is primarily for private benefit, the franchisee may seek reimbursement from the private party or parties for the cost of relocation in the same proportion as their contribution to the costs of the project; provided, however, in no event shall the City be considered a private party for purposes of seeking reimbursement under this section.

F. Franchisee shall relocate its facilities at its expense at the request of the City in the event of an unforeseen emergency that creates an immediate threat to the public safety, health or welfare.

**Section 5:** Pole, structures and property owned by others

Franchisee must obtain written approval from the owners of utility poles, structures and property not owned by franchisee prior to attaching to or otherwise using such poles, structures or property, and provide proof of such approval to the City. The City makes no representation and assumes no responsibility for the availability of utility poles, structures, and property owned by third parties for the installation of franchisee's facilities. The City shall not be liable for the unavailability of utility poles, structures, and property owned by third parties for any reason whatsoever. The installation of facilities by franchisee on or in the poles, structures, or property owned by others shall be subject to and limited by the owner's authority to enter, occupy, and use public ways. In the event that the authority of the owner of poles, structures, or property to enter, occupy, and use the public ways either expires, terminates, or is cancelled, the authority of franchisee to construct, install, operate, maintain, and repair franchisee's facilities at such locations may be immediately cancelled at the sole option of the City. The City shall not be liable for the costs for removal of facilities arising from expiration, termination, or cancellation of any pole owner's authority to enter, occupy, or use public ways for any reason whatsoever.



**Section 6:** Construction and installation requirements.

The technical performance of the facilities must meet or exceed all applicable technical standards authorized or required by law, regardless of the transmission technology utilized. The City will have the full authority permitted by applicable law to enforce compliance with these technical standards.

All installations of facilities will be durable and installed in accordance with good engineering, construction, and installation practices.

All facilities shall be constructed and installed in such manner and at such points so as not to inconvenience public use of the public ways or to adversely affect the public health, safety or welfare and in conformity with plans approved by the City, except in instances in which deviation may be allowed by the City.

The plans shall conform to all federal, state, local, and industry codes, rules, regulations, and standards. Franchisee must cease work immediately if the City determines that franchisee is not in compliance with such codes, rules, regulations, or standards, and may not begin or resume work until the City determines that franchisee is in compliance. The City shall not be liable for any costs arising out of delays occurring as a result of such work stoppage.

Neither approval of plans by the City nor any action or inaction by the City shall relieve franchisee of any duty, obligation, or responsibility for the competent design, construction, and installation of its facilities. Franchisee is solely responsible for the supervision, condition, and quality of the work done, whether it is performed by itself or by its contractors, agents, or assigns.

Before constructing or installing facilities, franchisee shall provide and maintain a restoration bond written by a corporate surety acceptable to the city in an amount equal to at least one hundred percent of the estimated cost of removing franchisee's facilities and restoring public ways and other property to as good a condition as existed prior to construction or installation of facilities. Each such bond shall remain in full force and effect until at least sixty (60) days after completion of construction or installation, and shall warrant all restoration work for a period of one year following completion.

**Section 7:** Coordination of construction and installation activities and other work

A. Franchisee shall coordinate its construction and installation activities and other work with the city and other users of the public ways at least annually or as determined by the City.

B. All construction or installation locations, activities and schedules shall be coordinated, as ordered by the City, to minimize public inconvenience, disruption or damages.

C. At least twenty four (24) hours prior to entering a public way to perform construction and installation activities or other work, franchisee shall give notice, at its cost, to owners and occupiers of property adjacent to such public ways indicating the nature and location of the work to be performed. Such notice shall be physically posted by door hanger. Franchisee shall make a good faith effort to comply with the property owner or occupier's preferences, if any, on location or placement of underground facilities, consistent with sound engineering practices.

D. Franchisee shall make available and accept the co-location of property of others within trenches excavated or used by franchisee in the public ways provided the costs of the work are fairly allocated between the parties.

E. By February 1 of each year, franchisee shall provide the City with a schedule of its proposed construction or installation activities and other work in, around, or that may affect the public ways or City property.

F. The City shall give reasonable advance notice to franchisee of plans to open public ways for construction or installation of facilities; provided, however, the City shall not be liable for damages for failure to provide such notice. When such notice has been given, franchisee shall provide information requested by the City regarding franchisee's future plans for use of the public way to be opened. When notice has been given, franchisee may only construct or install facilities during such period that the City has opened the public way for construction or installation.

G. In the event of an unexpected repair or emergency, franchisee may commence such repair and emergency response work as required under the circumstances, provided franchisee shall notify the City as promptly as possible: before such repair or emergency work commences or as soon thereafter as possible if advance notice is not practicable.

**Section 8:** Temporary removal, adjustment or alteration of facilities

A. Franchisee shall temporarily remove, adjust or alter the position of its facilities at its cost at the request of the City for public projects, events, or other public operations or purposes.



B. If any person requests permission from the City to use a public way for the moving or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to make any necessary arrangements with franchisee for the temporary removal, adjustment or alteration of franchisee's facilities to accommodate the moving or removal of said building or other object. In such event, franchisee shall, at the cost of the person desiring to move or remove such building or other object, remove, adjust or alter the position of its facilities which may obstruct the moving or removal of such building or other object, provided that:

(1) The moving or removal of such building or other object which necessitates the temporary removal, adjustment or alteration of facilities shall be done at a reasonable time and in a reasonable manner so as to not unreasonably interfere with franchisee's business, consistent with the maintenance of proper service to franchisee's customers;

(2) Where more than one route is available for the moving or removal of such building or other object, such building or other object shall be moved or removed along the route which causes the least interference with the operations of franchisee, in the sole discretion of the City;

(3) The person obtaining such permission from the City to move or remove such building or other object may be required to indemnify and save franchisee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence of the person moving or removing such building or other object or the negligence of the agents, servants or employees of the person moving or removing such building or other object; and

(4) Completion of notification requirements by a person who has obtained permission from the City to use a public way for the moving or removal of any building or other object shall be deemed to be notification by the City.

C. The City may temporarily remove, adjust or alter the position of franchisee's facilities as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall not be liable to franchisee or any other party for any direct, indirect, or other damages suffered as a direct or indirect result of the City's actions.

D. The temporary removal, adjustment or alteration of the position of franchisee's facilities shall not be considered relocation for any purpose whatsoever.

**Section 9:** Safety and maintenance requirements.

A. All work authorized and required under this Franchise will be performed in a safe, thorough, and workmanlike manner.

B. Franchisee, in accordance with applicable federal, state, and local safety requirements shall, at all times, employ ordinary care and shall use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to occur. All facilities, wherever situated or located, shall at all times be kept in a good, safe, and suitable condition. If a violation of a safety code or other applicable regulation is found to exist by the City, the City may, after discussions with franchisee, establish a reasonable time for franchisee to make necessary repairs. If the repairs are not made within the established time frame, the City may make the repairs itself at the cost of the franchisee or have them made at the cost of franchisee.

C. Franchisee, and any person acting in its behalf shall use suitable barricades, flags, flagmen, lights, flares, and other measures as required for the safety of all members of the general public during the performance of work, of any kind whatsoever, in public ways to prevent injury or damage to any person, vehicle, or property.

D. Franchisee shall maintain its facilities in proper working order. Franchisee shall restore its facilities to proper working order upon receipt of notice from the City that facilities are not in proper working order. The City may, after discussions with franchisee, establish a reasonable time for franchisee to restore its facilities to proper working order. If the facilities are not restored to proper working order within the established time frame, the City may restore the facilities to proper working order or have them restored at the cost of franchisee.

**Section 10:** Removal of unauthorized facilities.

Within ninety (90) days following written notice from the City, franchisee shall, at its expense, remove unauthorized facilities and restore public ways and other property to as good a condition as existed prior to construction or installation of its facilities. Any plan for removal of said facilities must be approved by the City prior to such work. Facilities are unauthorized and subject to removal in the following circumstances:

A. Upon expiration, termination, or cancellation of this franchise;

B. Upon abandonment of the facilities. Facilities shall be deemed abandoned if they are unused by franchisee for a period of ninety (90) days;



- C. If the facilities were constructed or installed prior to the effective date of this franchise; unless such facilities were constructed or installed upon the condition of subsequent approval of this franchise with the consent of the City;
- D. If the facilities were constructed, installed, operated, maintained, or repaired without the prior issuance of required use and/or development authorization and permits;
- E. If the facilities were constructed or installed or are operated, maintained or repaired in violation of the terms or conditions of this franchise; or
- F. If the facilities are unauthorized for any reason whatsoever.

Provided, however, that the City may, in its sole discretion, allow a franchisee to abandon facilities in place. No facilities may be abandoned in place without the express written consent of the City. Upon consensual abandonment in place of facilities, the facilities shall become property of the City, and franchisee shall submit to the City an instrument in writing, to be approved by the City, transferring to the City the ownership of such facilities. The failure of franchisee to submit an instrument shall not prevent, delay, or impair transfer of ownership to the City.

***Section 11:*** Restoration of public ways and other property

- A. When franchisee, or any person acting on its behalf, does any work in or affecting any public way or other property, it shall, at its own expense, promptly remove any obstructions therefrom and restore, at franchisee's cost, such ways and property to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.
- B. If weather or other conditions do not permit the complete restoration required by this section, the franchisee shall temporarily restore the affected ways or property. Such temporary restoration shall be at the franchisee's cost, and franchisee lessee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.
- C. All restoration work is subject to inspection and final approval by the City. If restoration is not made to the satisfaction of the City within the established time frame, the City may make the restoration itself at the cost of franchisee or have them made at the cost of franchisee.

***Section 12:*** Use and/or development authorization and permits.

Franchisee shall obtain use and/or development authorization and required permits from the City and all other appropriate regulatory authorities prior to constructing or installing facilities or performing other work in a public way. The City must act on applications for use and/or development authorization or required permits within thirty (30) days of receipt of a completed application, unless franchisee consents to a different time period.

**Section 13:** Hold harmless and assumption of risk.

**A.** Hold harmless.

Franchisee hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives against any and all claims, costs, damages, judgments, awards, or liability, of any kind whatsoever, to any person, including claims by franchisee's own employees to which franchisee might otherwise be immune under Title 51 RCW, arising from injury or death of any person or damage to property arising out of the acts or omissions of franchisee, its officers, employees, servants, agents or representatives.

Franchisee further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives from any and all claims, costs, damages, judgments, awards, or liability to any person including claims by franchisee's own employees, including those claims to which franchisee might otherwise have immunity under Title 51 RCW, arising out of franchisee's exercise of the rights, privileges, or authority granted by this franchise which are made against the City, in whole or in part, due to the City's ownership or control of the public ways or other City property, by virtue of the City permitting the franchisee's entry, occupancy or use of the public ways, or based upon the City's inspection or lack of inspection of work performed by franchisee, its officers, employees, servants, agents or representatives.

These hold harmless covenants include, but not limited to claims against the City arising as a result of the acts or omissions of franchisee, its officers, employees, servants, agents or representatives in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in any public way or other public place in performance of work or services permitted under this franchise.

Franchisee further agrees to indemnify, hold harmless and defend the City, its elected officials, officers, employees, servants, agents, and representatives against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of the franchisee's facilities as the result of any interruption of service due to damage or destruction of the user's facilities caused by or arising out of



damage or destruction of franchisee's facilities, except to the extent any such damage or destruction is caused by or arises from the active sole negligence of the City.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of franchisee and the City, franchisee's liability hereunder shall be only to the extent of franchisee's negligence.

It is further specifically and expressly understood that the hold harmless covenants provided herein constitutes the franchisee's waiver of immunity under Title 51 RCW. This waiver has been mutually negotiated by the parties.

Inspection or acceptance by the City of any work performed by franchisee at the time of completion of construction or installation shall not be grounds for avoidance of any of these hold harmless covenants. Said hold harmless obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

In the event that franchisee refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the hold harmless covenants contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of franchisee, then franchisee shall pay and be responsible for all of the City's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the City, including reasonable attorneys' fees of recovering under this hold harmless clause.

**B. Assumption of risk.**

Franchisee assumes the risk of damage to its facilities located in the City's public ways from activities conducted by third parties or the City, its elected officials, officers, employees, servants, agents, or representatives. Franchisee releases and waives any and all claims against the City, its elected officials, officers, employees, servants, agents, and representatives for damage to or destruction of the franchisee's facilities except to the extent any such damage or destruction is caused by or arises from active sole negligence of the City.

Franchisee bears sole responsibility to insure its property. Franchisee shall ensure that its insurance contracts waive subrogation claims against the City, its elected officials, officers, employees, servants, agents, and representatives, and franchisee shall indemnify, defend and hold harmless the City, its elected officials, officers, employees, servants, agents, and representatives against any and all subrogation claims if it fails to do so.

#### ***Section 14: Insurance.***

Franchisee shall obtain and maintain, at its cost, worker's compensation insurance and the following liability insurance policies insuring both franchisee and the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as an additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to franchisee:

A. Comprehensive general liability insurance, written on an occurrence basis, with limits not less than:

1. \$5,000,000.00 for bodily injury or death to each person;
2. \$5,000,000.00 for property damage resulting from any one accident; and
3. \$5,000,000.00 for all other types of liability.

B. Automobile liability for owned, non-owned and hired vehicles with a limit of \$1,000,000.00 per occurrence;

C. The liability insurance policies required by this section shall be maintained by franchisee throughout the term of this franchise, such other periods of time during which franchisee's facilities occupy public ways, and while franchisee is engaged in the removal of its facilities. Franchisee shall provide an insurance certificate, together with an endorsement naming the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds, to the City prior to the commencement of any construction or installation of any facilities pursuant to this franchise or other work in a public way. Any deductibles or self-insured retentions must be declared to and approved by the City. Payment of deductibles and self-insured retentions shall be the sole responsibility of franchisee. The insurance certificate required by this section shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Franchisee's insurance shall be primary insurance as respects the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the franchisee's insurance and shall not contribute with it;



D. In addition to the coverage requirements set forth in this section, each such insurance policy shall contain an endorsement in a form which substantially complies with the following:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 10 days after receipt by the City, by registered mail, of a written notice addressed to the College Place City Administrator of intent to cancel or not to renew for reason of nonpayment of premium and until 30 days after receipt by the City, by registered mail, of a written notice addressed to the College Place City Administrator of intent to cancel or not to renew for reason for any other reason."

E. At least ten (10) days prior to said cancellation or non-renewal, franchisee shall obtain and furnish to the City replacement insurance policies meeting the requirements of this section.

***Section 15: Security Fund.***

Franchisee shall establish and maintain a security fund in the amount of twenty-five thousand dollars \$25,000, at its cost, with the City by depositing such monies, bonds, letters of credit, or other instruments in such form and amount acceptable to the City. No sums may be withdrawn from the fund by franchisee without consent of the City. The security fund shall be maintained at the sole expense of franchisee so long as any of the franchisee's facilities occupy a public way.

A. The fund shall serve as security for the full and complete performance of this franchise, including any claims, costs, damages, judgments, awards, or liability, of any kind whatsoever, the City pays or incurs, including civil penalties, because of any failure attributable to franchisee to comply with the provisions of this franchise or the codes, ordinances, rules, regulations, standards, or permits of the City.

B. Before any sums are withdrawn from the security fund, the City shall give written notice to franchisee:

1. Describing the act, default or failure to be remedied, or the claims, costs, damages, judgments, awards, or liability which the City has incurred or may pay by reason of franchisee's act or default;
2. Providing a reasonable opportunity for franchisee to first remedy the existing or ongoing default or failure, if applicable;

3. Providing a reasonable opportunity for franchisee to pay any monies due the City before the City withdraws the amount thereof from the security fund, if applicable; and

4. Franchisee will be given an opportunity to review the act, default or failure described in the notice with the City or his or her designee.

C. Franchisee shall replenish the security fund within 14 days after written notice from the City that there is a deficiency in the amount of the fund.

D. Insufficiency of the security fund shall not release or relieve franchisee of any obligation or financial responsibility.

**Section 16:** Taxes, charges, and fees.

A. Franchisee shall pay and be responsible for all charges and fees imposed to recover actual administrative expenses incurred by the City that are directly related to receiving and approving this franchise, any use and/or development authorizations which may be required, or any permit which may be required, to inspecting plans and construction, or to the preparation of a detailed statement pursuant to RCW ch. 43.21C. Regular application and processing charges and fees imposed by the City shall be deemed to be attributable to actual administrative expenses incurred by the City but shall not excuse franchisee from paying and being responsible for other actual administrative expenses incurred by the City.

B. Franchisee shall pay and be responsible for taxes permitted by law.

C. In addition to penalties and other remedies for which franchisee may be subjected, franchisee shall pay and be responsible for franchise fees for providing or offering cable television service.

D. In addition to penalties and other remedies for which franchisee may be subjected, the City reserves the right to impose site-specific charges for placement of structures used to provide personal wireless services. Unless otherwise agreed by the parties, such charges shall be an amount equal to at least one hundred percent (100%) of the costs of construction or installation of such structures.

**Section 17:** Additional ducts and conduits.

A. Franchisee shall construct and install additional ducts and conduits when and where requested by the City and related structures necessary to access the ducts and



conduits. Such ducts and conduits shall be readily accessible and available for governmental use as determined by the City in its sole discretion. Such ducts and conduits shall not be used to provide telecommunications or cable television service for hire, sale, or resale to the general public unless otherwise agreed by the parties. The City shall not be charged or responsible for any more than the incremental costs to construct and install such ducts and conduits, and the City shall not be charged or responsible for any use, maintenance, or repair costs.

B. In lieu of constructing and installing additional conduits in overhead facilities, and as a condition of being allowed to place optical cable, optical cable housing, or splicing connections on existing utility poles as overhead facilities, franchisee shall construct, install, maintain, and repair dark fiber, loops, splicing connections, and related structures necessary to access the dark fiber, for governmental use, at all locations where franchisee constructs or installs overhead facilities. Franchisee shall construct, install, maintain, and repair ten (10) strands of dark fiber for governmental use at all locations along franchisee's route, unless some other amount is mutually agreed by the parties for a particular location. Loops, splicing connections, and related structures necessary to access such dark fiber shall be constructed and installed by franchisee at locations designated by the City along franchisee's route. Such dark fiber, loops, and splicing connections shall be readily accessible and available for governmental use as determined by the City in its sole discretion. It is the City's responsibility to reimburse the franchisee for franchisee's actual costs to install the dark fiber service drops from the storage loops into the City's buildings or facilities as required. Such costs shall be provided to and approved by the City prior to commencement of any construction of such service drops by franchisee. All such dark fiber, loops, splicing connections, and related structures shall be dedicated to governmental use and shall not be used by franchisee. All such dark fiber, loops, splicing connections, and related structures shall not be used by the City to provide telecommunications or cable television service for hire, sale, or resale to the general public unless otherwise agreed by the parties.

C. Except as expressly provided in this section, franchisee shall not charge the City for any costs, of any kind whatsoever, for facilities provided by franchisee in accordance with this section.

***Section 18:*** Access to facilities and universal service.

A. Franchisee shall provide access to its facilities by hire, sale, or resale on a nondiscriminatory basis. If franchisee purports to serve the general public, it shall make its telecommunications services available to any customer within its franchise area who shall request such service whenever feasible, without discrimination as to the terms, conditions, rates or charges for the franchisee's services; provided, however, that nothing

in this section shall prohibit a franchisee from making any reasonable classifications among differently situated customers.

B. Franchisee shall provide internet access to users of City property, at locations requested by the City, if it is practicable. Franchisee and the City may enter into a separate agreement or agreements regarding the allocation of costs to construct, install, operate, maintain, repair, and remove facilities needed to provide such access; provided, however, that nothing herein shall require the City to accept construction or installation of facilities City property.

C. The City reserves the right to require franchisee to make an equitable and non-discriminatory contribution to the preservation and advancement of universal service to the extent permitted by state and federal law.

***Section 19:*** Acquisition of facilities.

Upon franchisee's acquisition of any facilities in the public way, or upon any addition or annexation to the City of any area in which franchisee has facilities, such facilities shall immediately be subject to the terms of this franchise without further action of the city or franchisee.

***Section 20:*** One-call system.

Franchisee is responsible for complying with the provisions of Washington's One-Call statutes: RCW ch. 19.122.

***Section 21:*** Vacation of public ways.

The City reserves the right to vacate any public way which is subject to rights, privileges, and authority granted by this franchise. If franchisee has facilities in such public way the City shall reserve an easement for franchisee.

***Section 22:*** Duty to provide information.

Within ten (10) days of a written request from the City, franchisee shall furnish the City with all requested information sufficient to demonstrate:

- A. That franchisee has complied with all requirements of this franchise; and
- B. That taxes, fees, charges, or other costs owed or payable by franchisee have been properly collected and paid.



C. Franchisee's obligations under this section are in addition to those provided in subsection 4(E).

***Section 23:*** Records.

Franchisee will manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City will have access to, and the right to inspect, any documents and records of franchisee and its affiliates that are reasonably necessary for the enforcement of this franchise or to verify franchisee's compliance with terms or conditions of this franchise. Franchisee will not deny the City access to any of franchisee's records on the basis that franchisee's documents or records are under the control of any affiliate or a third party.

All documents and records maintained by franchisee shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this section shall be construed to require franchisee to violate state or federal law regarding subscriber privacy, nor shall this section be construed to require franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.

One copy of documents and records requested by the City will be furnished to the City at the cost of franchisee. If the requested documents and records are too voluminous or for security reasons cannot be copied or removed, then franchisee may request, in writing within ten (10) days of the City's request, that the City inspect them at franchisee's local office. If any documents or records of franchisee are not kept in a local office and/or are not made available in copies to the City, and if the City determines that an examination of such documents or records is necessary or appropriate for the enforcement of this franchise, or to verify franchisee's compliance with terms or conditions of this franchise, then all reasonable travel and related costs incurred in making such examination shall be paid by franchisee.

***Section 24:*** Assignment or Transfer.

Franchisee's rights, privileges, and authority under this franchise, and ownership or working control of facilities constructed or installed pursuant to this franchise, may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of franchisee, by operation of law or otherwise, except as provided herein, or without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Any transfer, assignment or disposal of franchisee's rights, privileges, and authority under this franchise, or ownership or

working control of facilities constructed or installed pursuant to this franchise, may be subject to reasonable conditions as may be prescribed by the City.

A. No rights, privileges, or authority under this franchise shall be assigned, transferred, or disposed of in any manner within twelve 12 months after the effective date of this franchise.

B. Absent extraordinary and unforeseeable circumstances, no facility shall be assigned, transferred, or disposed of before construction of the facility has been completed and restoration has been performed to the satisfaction of the City.

C. Franchisee and the proposed assignee or transferee shall provide and certify the following information to the City not less than one hundred and fifty (150) days prior to the proposed date of assignment, transfer, or disposal:

1. Complete information setting forth the nature, terms and condition of the proposed assignment, transfer, or disposal;

2. Any other information reasonably required by the City; and

3. A transfer application fee in an amount to be determined by the City to recover actual administrative costs directly related to receiving and approving the proposed assignment, transfer, or disposal.

D. No assignment, transfer, or disposal may be made or shall be approved unless the assignee or transferee has the legal, technical, financial, and other requisite qualifications to operate, maintain, repair, and remove facilities constructed or installed pursuant to this franchise and to comply with the terms and conditions of this franchise.

E. Any transfer, assignment, or disposal of rights, privileges, and authority under this franchise or ownership or working control of facilities constructed or installed pursuant to this franchise, without prior written approval of the City pursuant to this section shall be void and is cause for termination of this franchise.

F. Any transactions which singularly or collectively result in a change of 50% or more of the ownership or working control of the franchisee, of the ownership or working control of affiliated entities having ownership or working control of franchisee, or of control of the telecommunications capacity or bandwidth of franchisee, shall be considered an assignment or transfer requiring City approval. Transactions between affiliated entities are not exempt from City approval. A franchisee shall promptly notify the City prior to any proposed change in, or transfer of, or acquisition by any other party



of control of franchisee. Every change, transfer, or acquisition of control of a franchisee shall cause a review of the proposed transfer. City approval shall not be required for mortgaging purposes or if said transfer is from franchisee to another person controlled by franchisee.

G. All terms and conditions of this franchise shall be binding upon all successors and assigns of franchisee and all persons who obtain ownership or working control of any facility constructed or installed pursuant to this franchise.

**Section 25:** Violations, noncompliance, and other grounds for termination or cancellation

A. This franchise, and any right, privilege or authority of franchisee to enter, occupy or use public ways may be terminated or cancelled by the City for the following reasons:

1. Violation of or noncompliance with any term or condition of this franchise by franchisee;
2. Violation of or noncompliance with the material terms of any use and/or development authorization or required permit by franchisee;
3. Construction, installation, operation, maintenance, or repair of facilities on, in, under, over, across, or within any public way without franchisee first obtaining use and/or development authorization and required permits from the City and all other appropriate regulatory authorities;
4. Unauthorized construction, installation, operation, maintenance, or repair of facilities on City property;
5. Misrepresentation or lack of candor by or on behalf of a franchisee in any application or written or oral statement upon which the City relies in making the decision to grant, review or amend any right, privilege or authority to franchisee;
6. Abandonment of facilities;
7. Failure of franchisee to pay taxes, fees, charges or costs when and as due;
8. Insolvency or bankruptcy of franchisee.

B. In the event that the City believes that grounds exist for termination or cancellation of this franchise or any right, privilege or authority of franchisee to enter,

occupy or use public ways, franchisee shall be given written notice, and providing franchisee a reasonable period of time not exceeding thirty (30) days to furnish evidence:

1. That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation, noncompliance, or other grounds for termination or cancellation;

2. That rebuts the alleged violation, noncompliance, or other grounds for termination or cancellation; or

3. That it would be in the public interest to impose some penalty or sanction less than termination or cancellation.

C. In the event that franchisee fails to provide evidence reasonably satisfactory to the City as provided in subsection (B) of this section, the City shall refer the apparent violation, noncompliance, or other grounds for termination or cancellation to the City Council. The City Council shall provide the franchisee with notice and a reasonable opportunity to be heard concerning the matter.

D. If the City Council determines that the violation, noncompliance, or other grounds for termination or cancellation arose from willful misconduct or gross negligence by franchisee, then, franchisee shall, at the election of the City Council, forfeit all rights, privileges and authority conferred under this franchise or any use and/or development authorization or permit granted by the City, and this franchise and any such use and/or development authorization or permit may be terminated or cancelled by the City Council. The City Council may elect, in lieu of the above and without any prejudice to any of its other legal rights and remedies, to pursue other remedies, including obtaining an order compelling franchisee into compliance or to take corrective action, or to recover damages and costs incurred by the City by reason of franchisee's actions or omissions. The City Council shall utilize the following factors in analyzing the nature, circumstances, extent, and gravity of the actions or omissions of franchisee:

1. Whether the misconduct was egregious;
2. Whether substantial harm resulted;
3. Whether the violation was intentional;
4. Whether there is a history of prior violations of the same or other requirements;



- E. The City Council's choice of remedy shall not excuse franchisee from compliance with any term or condition of this franchise or the material terms of any use and/or development authorization or required permit by franchisee. Franchisee shall have a continuing duty to remedy any violation, noncompliance, or other grounds for termination or cancellation. Further, nothing herein shall be construed as limiting any remedies that the City may have, at law or in equity, for enforcement of this franchise and any use and/or development authorization or permit granted to franchisee.

A. Any regular notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified:

Franchisee: PocketiNet  
Attn: Todd Brandenburg, President  
45 Terminal Loop Road, Suite 210  
Walla Walla, WA 99362  
(509) 593-4706

- Section 27:** Non-waiver.

The failure of the City to exercise any rights or remedies under this franchise or to insist upon compliance with any terms or conditions of this franchise shall not be a waiver of any such rights, remedies, terms or conditions of this franchise by the City and shall not prevent the City from demanding compliance with such terms or conditions at any future time or pursuing its rights or remedies.

***Section 28:*** Eminent domain.

This franchise is subject to the power of eminent domain and the right of the City Council or the people acting for themselves through the initiative or referendum to repeal, amend or modify the franchise in the interest of the public. In any proceeding under eminent domain, the franchise itself shall have no value.

***Section 29:*** Limitation of liability

Administration of this franchise may not be construed to create the basis for any liability on the part of the City, its elected officials, officers, employees, servant, agents, and representatives for any injury or damage from the failure of the Grantee to comply with the provisions of this Franchise; by reason of any plan, schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise by the City; or for the accuracy of plans submitted to the City.

***Section 30:*** Damage to facilities.

Unless directly and proximately caused by the active sole negligence of the City, the City shall not be liable for any damage to or loss of any facilities as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on, in, under, over, across, or within a public way done by or on behalf of the City.

***Section 31:*** Governing law and venue.

This franchise and use of the applicable public ways will be governed by the laws of the State of Washington, unless preempted by federal law. Franchisee agrees to be bound by the laws of the State of Washington, unless preempted by federal law, and subjected to the jurisdiction of the Courts of the State of Washington. Any action relating to this Franchise must be brought in the Superior Court of Washington for Walla Walla County, or in the case of a federal action, the United States District Court for the Eastern District



of Washington at Richland, Washington, unless an administrative agency has primary jurisdiction.

**Section 32: Severability**

If any section, sentence, clause or phrase of this franchise or its application to any person or entity should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality will not affect the validity or constitutionality of any other section, sentence, clause or phrase of this franchise nor its application to any other person or entity; provided that, if any term or condition of this franchise relating to franchisee's right, privilege, or authority to place optical cable, optical cable housing, and splicing connections on existing utility poles as overhead facilities is held to be invalid or unconstitutional by a court of competent jurisdiction, franchisee's authority to construct, install, operate, maintain, or repair overhead facilities shall be deemed void ab initio, any overhead facilities shall be deemed to be unauthorized, and franchisee shall be authorized only to place facilities underground.

**Section 33: Miscellaneous.**

- A. **Equal Employment and Nondiscrimination.** Throughout the term of this franchise, franchisee will fully comply with all equal employment and nondiscrimination provisions and requirements of federal, state, and local laws, and in particular, FCC rules and regulations relating thereto.
- B. **Local Employment Efforts.** Franchisee will use reasonable efforts to utilize qualified local contractors, including minority business enterprises and woman business enterprises, whenever the Franchisee employs contractors to perform work under this franchise.
- C. **Descriptive Headings.** The headings and titles of the sections and subsections of this franchise are for reference purposes only and do not affect the meaning or interpretation of the text herein.
- D. **Costs and Attorneys' Fees.** If any action or suit arises in connection with this franchise, the prevailing party will be entitled to recover all of its reasonable costs, including attorneys' fees, in addition to such other relief as the court may deem proper.
- E. **No Joint Venture.** Nothing herein will be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

F. Mutual Negotiation. This franchise was mutually negotiated by the franchisee and the City and has been reviewed by the legal counsel for both parties. Neither party will be deemed to be the drafter of this franchise.

G. Third-Party Beneficiaries. There are no third-party beneficiaries to this franchise.

H. Actions of the City or Franchisee. In performing their respective obligations under this franchise, the City and franchisee will act in a reasonable, expeditious, and timely manner. Whenever this franchise sets forth a time for any act to be performed by franchisee, such time shall be deemed to be of the essence, and any failure of franchisee to perform within the allotted time may be considered a material breach of this franchise, and sufficient grounds for the City to invoke any relevant remedy.

I. Entire Agreement. This franchise represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes all prior oral and written negotiations between the parties.

J. Modification. The parties may alter, amend or modify the terms and conditions of this franchise upon written agreement of both parties to such alteration, amendment or modification. Nothing in this subsection shall impair the City's exercise of authority reserved to it under this franchise.

K. Non-exclusivity.

This franchise does not confer any exclusive right, privilege, or authority to enter, occupy or use public ways for delivery of telecommunications services or any other purposes. This franchise is granted upon the express condition that it will not in any manner prevent the City from granting other or further franchises in, on, across, over, along, under or through any public way.

L. Rights granted.

This franchise does not convey any right, title or interest in public ways, but shall be deemed only as authorization to enter, occupy, or use public ways for the limited purposes and term stated in this franchise. Further, this franchise shall not be construed as any warranty of title.

M. Contractors and subcontractors



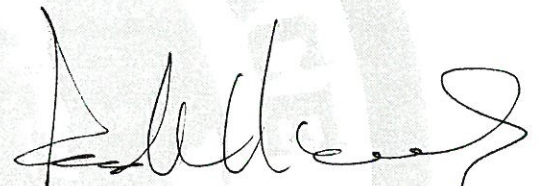
Franchisee's contractors and subcontractors must be licensed and bonded in accordance with the City's ordinances, rules, and regulations. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by franchisee.

**Section 34:** Acceptance of franchise.

Within thirty (30) days after the passage and approval of this ordinance, this franchise may be accepted by the franchisee by its filing with the City Clerk an unconditional written acceptance thereof. Failure of the franchisee to so accept this franchise within said period of time shall be deemed a rejection thereof by the franchisee, and the rights, privileges, and authority herein granted shall, after the expiration of the 30 day period, absolutely cease and terminate, unless the time period is extended by ordinance duly passed for that purpose.

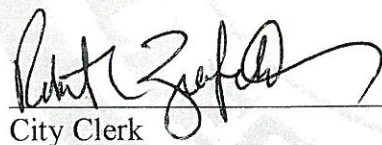
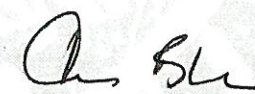
**Section 35:** The City Clerk is authorized and directed to publish a summary hereof in accordance with Revised Code of Washington §§ 35A.13.200 and 35A.12.160.

PASSED by the City Council of the City of College Place, Washington, the 24<sup>th</sup> day of May, 2010.

  
\_\_\_\_\_  
Mayor

Attest:

Form approved:

  
\_\_\_\_\_  
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: Todd Brandenburg  
Printed Name: Todd Brandenburg  
Title: President

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: May 24, 2010.

By: [Signature]  
Printed Name: Rick Newby  
Title: MAYOR





January 11, 2023

City of College Place  
Attn: City Clerk  
625 S. College Ave.  
College Place, WA 99324

SUBJECT: Consent to Effectuate Change of Control  
Consent for Franchisee to Install Third-Party Improvements  
(Franchisee PocketiNet Communications Inc., Ordinance No. 18-011)

Dear City Clerk,

On June 12, 2018, and pursuant to Ordinance No. 18-011, the City Council of the City of College Place (the "City") granted PocketiNet Communications, Inc. ("PocketiNet"), a franchise to construct, install, operate, maintain, repair, or remove fiber optic cables and small cell facilities within the public ways of the City of College Place (the "Franchise"). PocketiNet has since enjoyed very positive relations with the City and has used the Franchise consistent with the terms therein.

PocketiNet shareholders recently entered into a Stock Purchase Agreement related to the sale of shares to Lightspeed Internet, LLC, a wholly owned subsidiary of LightSpeed Networks, Inc. ("Lightspeed"), through a two-step process. Effective on September 29, 2022, Lightspeed, through its LLC, purchased 24% of the issued shares in PocketiNet. Lightspeed Internet, LLC intends to purchase the remaining shares in PocketiNet once Lightspeed receives the necessary federal regulatory approvals, which is expected to occur in the next six to twelve months. In the interim, Lightspeed intends to work with PocketiNet to expand Lightspeed's fiber optic network, within the City, to the benefit of local citizens. PocketiNet and Lightspeed are excited for this opportunity to expand services within the City.

Pursuant to the Franchise (Section 24, *Assignment or Transfer*, which incorporates College Place Municipal Code ("CPMC") 20.10.280), the Franchise "may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the grantee, franchisee, or lessee, by operation of law or otherwise, *without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed . . .*" The Franchise (*see* CPMC 20.10.290) considers any transaction which singularly or collectively results in a change of 50 percent or more of the ownership or working control of Franchisee to be an "*assignment or transfer requiring City approval.*"





In light of the foregoing, before shareholders take steps to transfer more than 50 percent of their ownership in PocketiNet, and before PocketiNet uses its privileges under the Franchise to help Lightspeed place Lightspeed-owned facilities within the City of College Place, PocketiNet desires to comply strictly with the Franchise. As such, pursuant to Section 24 of the Franchise Agreement and CPMC 20.10.280, PocketiNet requests that the City express its written consent to the following proposed PocketiNet actions:

1. The sale and transfer of 100 percent of shares in PocketiNet by the existing shareholders to Lightspeed ("Consent to Effectuate Change of Control"); and
2. The Placement of Lightspeed-owned fiber optic utilities and related infrastructure within the City of College Place by PocketiNet or its agents, acting under the authority of the Franchise ("Consent for Franchisee to Install Third-Party Improvements").

PocketiNet has enjoyed a remarkable relationship with the City. PocketiNet expects that positive relationship to continue and is hopeful the City will grant this request to allow these exciting Lightspeed projects to continue.

Please consider this action. The City may indicate its consent through completion of the attached Consent or through other written means mailed to LightSpeed Networks, Inc. Attn: Legal 921 SW Washington St. Ste. 210 Portland, OR 97205 or emailed directly to [legal@lsnetworks.net](mailto:legal@lsnetworks.net).

The LightSpeed counsel and I are available to address any questions. We can be contacted as follows:

|                                                                                                                |                                                                                                             |
|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Todd Brandenburg<br>Email: <a href="mailto:todd@pocketinet.net">todd@pocketinet.net</a><br>Phone: 509.593.4706 | Leslie Boro<br>Email: <a href="mailto:lboro@lsnetworks.net">lboro@lsnetworks.net</a><br>Phone: 503.414.0494 |
|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|

Respectfully,

A handwritten signature in blue ink, appearing to read "Todd Brandenburg", is written over a light blue background.

Todd Brandenburg  
PocketiNet, President



## CONSENT

The City of College Place (the “City”) has considered the attached request from PocketiNet Communications, Inc. (“PocketiNet”), related to the sale of shares to Lightspeed Internet, LLC, a wholly owned subsidiary of LightSpeed Networks, Inc. (“Lightspeed”) and the placement of Lightspeed improvements within the City by PocketiNet under the authority of the Franchise. Having discussed the same, and having considered the terms of the Franchise, including Section 24 and CPMC 20.10.280, the City hereby states the following:

1. The City hereby declares its consent to the effective change of control within PocketiNet to LightSpeed Networks, Inc. as a result of the pending sale and transfer of 100% of shares in PocketiNet by the existing shareholders to Lightspeed Internet, LLC (the “Consent to Effectuate Change of Control”); and

2. The City hereby declares its consent to the placement of Lightspeed Networks, Inc. owned fiber optic utilities and related infrastructure within the City of College Place by PocketiNet or its agents, acting under the authority of the Franchise (“Consent for Franchisee to Install Third-Party Improvements”).

This Consent is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
By:  
Its: