Tuesday, February 6, 2024
City Council Workshop - Hybrid (In-Person & Electronic)

5:30 P.M.
City Council Workshop - Hybrid (In-Person & Electronic)

In-Person at College Place City Hall, 625 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_05NusReSl-g/featured
Zoom Attendee Link: https://us06web.zoom.us/j/81507315056

Or you may call this number to listen: 1-669-900-9128 ID# 815 0731 5056 Phone controls: *6 - toggle mute/un-mute and *9 - raise hand

1. Opening Items.

Subject :	1.01 Call To Order
Meeting :	Feb 6, 2024 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Hernándezwill call the workshop to order.

Subject :	1.02 Oath of Office - Paul Jessup - Council Position 1 - Ms. St. Clair
Meeting :	Feb 6, 2024 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

I, __________________, do solemnly swear that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution of the United States and the Constitution and Laws of the State of Washington, and all local ordinances; and that I will faithfully and impartially discharge the duties of the office of City Councilor for the City of College Place according to the law and the best of my ability.

File Attachments

Oath_of_Office_Jessup_2024-2-6.pdf (614 KB)

Subject :	1.03 Roll Call
Meeting :	Feb 6, 2024 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor	Norma L. Hernández
Council Members	Paul T. Jessup, Michael Cleveland, Tito Espinoza Jr., Loren Peterson, Melodie Williams, Heather Schermann, Monica Boyle
Staff	Administrator, Mike Rizzitiello; City Attorney, Rea Culwell; Finance Director, Brian Carleton; Public Works Director, Robert McAndrews; Police Chief, Troy Tomaras; Fire Chief, David Winter; Community Development Director, Jon Rickard; HR Manager, Shawn Doering; City Clerk, Sherri St. Clair

Subject :	1.04 Pledge of Allegiance
Meeting :	Feb 6, 2024 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	1. Opening Items.

Access :	Public
Type :	Procedural

Public Content

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

Subject :	1.05 Public Comment -
Meeting :	Feb 6, 2024 - 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 4:30 PMon 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.
- Real-time/live video virtual comments that clearly shows the person's identity and clearly depicts their testimony shall be considered in-person.

Telephone and Virtual Comments (Non real-time/live video):

Any member of the public who desires to make a public comment at the City Council meeting by telephone or remote access, that are not real-time/live video virtual comments that clearly shows the person's identity and clearly depicts their testimony, shall, at least 24 hours (excluding weekends and holidays) prior to the start of the meeting at which the member of the public wants to make a comment, notify the City Clerk or designee in writing or by direct verbal communication of their desire to make a comment. Those notice shall include the member's first and last name, address or place of residence, and the topic or topics the comment will touch upon.

- Telephone comment - 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 Washington Secretary of State Organize the File Room Grant - Ms. St. Clair
Meeting :	Feb 6, 2024 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	2. Workshop Topics.
Access :	Public
Type :	Discussion, Information

Public Content

Historical Perspective:

The City of College Place applied for the Organize the File Room Grant in May of 2023. The City was not awarded the grant at that time.

Information for Consideration:

The Washington Secretary of State is offering another local records grant to government agencies. The City would like to apply for the Organizing the File Room grant again. This grant can be used to cover the costs of new or part time staff to sort and organize paper records, create a records inventory, destroy non-archival records, prepare archival records for transfer, and the assembly and installation of new shelving or file cabinets. In addition, this grant can also be used to pay for metal shelving/file cabinets, Washington State Archives boxes, records destruction services, and other supplies associated with the management of paper records. If approved, the grant would cover up to $20,000.00 in costs. The deadline to submit the grant application is March 1, 2024.

https://www.sos.wa.gov/archives/recordsmanagement/local-records-organizing-the-file-room-grants.aspx

File Attachments

advice-sheet-about-the-local-records-grant-program-(march-2023).pdf (112 KB)
advice-sheet-can-the-local-records-grant-cover-staff-time-(march-2023).pdf (179 KB)
advice-sheet-how-an-organizing-the-file-room-grant-can-help-(march-2023).pdf (194 KB)
advice-sheet-how-local-records-grant-applications-are-scored-march-2023.pdf (133 KB)
24-XXX_Organize_the_File_Room_Grant_Draft.pdf (148 KB)

Subject :	2.02 Development Agreements - Community Development - Ms. Culwell
Meeting :	Feb 6, 2024 - City Council Workshop - Hybrid (In-Person & Electronic)

Category :	2. Workshop Topics.
Access :	Public
Type :	Discussion

Public Content

Historical Perspective:

Washington state legislature enacted ESHB 1724 in 1995 authorizing local governmental agencies to enter into written agreement with a person or entity wishing to develop real property within the government's jurisdiction. In 2022, the City amended its Uniform Development Code to authorized the City to enter into written agreements with developers to develop property within the City. The City's code mirrors that of the Revised Code of Washington. The agreements are called Development Agreements.

Information for Consideration:

In Washington State, we have what is called "the vested rights doctrine" which generally means that a land use development application will be considered by a city under the land use statutes, ordinances, and code in effect at the time the application is submitted. The goal of the doctrine is to provide developers with reasonable certainty of the laws, policies, and standards that will apply to the development (development regulations). Because, sometimes land development occurs over years and sometimes decades, if applicable rules and regulations change as they pertain to the development, the development might not take place or finish as planned due to various factors such as increased costs or decreased benefits due to the change in the rules.

Development agreements are voluntary. They detail the obligations of the city and the developer and specifically identify the development regulations governing the development of the property. Although voluntary, once executed, they are binding on both parties.

The agreements provide assurances to the developer the applicable development regulations will not change during the term of the agreement. RCW 36.70B.170 (attached) lists the required elements of a development agreement.

The City has a couple of large developments on the horizon. City Attorney has worked with Director of Community Development on an agreement to utilize with such developments.

File Attachments

Development Agreement Template.pdf (646 KB)
RCW 36.70B.170_ Development agreementsAuthorized_.pdf (101 KB)
College Place, WA Municipal Code.pdf (61 KB)

Subject :	2.03 Ground Transport Services Lease Agreement - Ms. Culwell
Meeting :	Feb 6, 2024 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	2. Workshop Topics.
Access :	Public
Type :	Discussion

Public Content

Historical Perspective:

Life Flight Network LLC is a health care patient transport service providing air transport in Oregon, Washington, Idaho and Montana.

The City, pursuant to Revised Code of Washington 35.21.766 provides ambulance and emergency medical services (utility) to the public. Attached hereto is Chapter 13.16 CPMC.

Life Flight approached the City about partnering with it in order for Life Flight to use City ambulance(s) to provide medical patience transport and use City personnel to provide medical services to patients in connection with Life Flight services.

Information for Consideration:

City Fire Chief Winters believes the City has the capacity to provide the requested services to Life Flight, and if approved, will monitor the use to ensure the City's public is being served.

File Attachments

Ground Transport Services Lease Agreement - Collage Place.pdf (116 KB)

Subject :	2.04 Establishing Mandatory Minimums for Repeat Retail Theft - Combating Retail Theft - Ms. Culwell
Meeting :	Feb 6, 2024 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	2. Workshop Topics.
Access :	Public
Type :	Discussion

Public Content

Historical Perspective:

Currently, the City prosecutes misdemeanor theft (theft in the 3rd degree) pursuant to RCW 9A. 56.050 (copy attached). If a person is suspected of stealing property (or services) valued at $750 or less, and either admits to the crime or is found guilty at trial, the maximum punishment is 364 days in jail and $5000 fine. The minimum punishment is 0 days in jail and $0 fine.

In the City Attorney's experience, it is extremely rare that a misdemeanor theft sentence includes a jail term or a fine. Rather, the court sentences the offender to 364 days in jail and $300 fine, but suspends imposition of the jail time and fine dependent upon the offender complying with probation terms. Probation terms always include the requirement to not commit any further similar crimes and to pay restitution if any. Usually, the only time jail imposed is if the offender has more than one charge (either in College Place or in the County of Walla Walla or City of Walla Walla), and the offender agrees to a jail sentence in exchange for dismissal of one or more cases.

Generally, a dismissal isn't necessarily a benefit to an offender because the court, again, rarely imposes jail time, so another conviction on the record is basically meaningless.

If an offender reoffends while on probation, the probation department and the City motion the court to revoke some of the suspended jail time - usually probation asks for 2 or 3 days to be served in jail. Even if the City requests more jail time, the City Prosecutor can't remember a time when the Court followed the City's recommendation.

The vast majority of misdemeanor thefts occurring in College Place are thefts from Walmart. When Walmart calls the Police Department to report a theft, and a person is identified/detained, Walmart usually trespasses the offender from all of its stores for 99 years. If a person who has been trespassed from Walmart property goes onto Walmart property again and commits another crime, they are committing a felony - Burglary in the second degree. The Walla Walla County Prosecuting Attorney's Office prosecutes felonies on behalf of the state. Unfortunately, since the new prosecutor was elected he has requested that our Police Department not refer Walmart burglary cases where the amount of the theft is $750 less due to, according to the Prosecutor, lack of resources to prosecute such cases.

The City attorney often sees offenders who have multiple charges and convictions for stealing from Walmart. All have been trespassed from Walmart.

<u>Information for Consideration:</u>

In recent months, the frequency of thefts and attempted thefts from Walmart have increased. Offenders are getting more sophisticated in how they steal from Walmart, including stealing when officers are out on other calls, stealing when law enforcement and/or Walmart loss prevention staff are dealing with a suspected theft, calling in false reports of an emergency to divert law enforcement from investigating thefts, having individuals distract Walmart loss prevention for others to steal, and having multiple individuals steal at the same time. All activities are intended to capitalize on our communities relatively small police force. These individuals know that even if they are caught, there is little if nothing to deter them from stealing again. Staff is seeing offenders from the Tri-Cities area coming to Walmart to steal.

One option the City can take is to establish mandatory minimum jail terms for those who repeatedly steal.

Marysville, WA has taken this step. Attached hereto is a copy of an article written about Marysville's recent actions and that section of Marysville code implementing the mandatory minimums.

City staff would recommend that mandatory minimums could be converted to community service in whole or in part.

Theft from Walmart impacts not only Walmart's ability to operate in our community, but also impacts other retailer's decision to come to our community. If the loss rate is too high compared to another location, a retailer would chose the other retailer. Walmart is a crucial part of College Place's ability to serve our community and Walmart serves as a necessary retail for our community, offering affordable prices for life necessities.

File Attachments

[RCW 9A.56.050_ Theft in the third degree_.pdf (101 KB)]

Marysville adopts mandatory sentences for repeated public disorder _ HeraldNet.com.pdf (525 KB)
Chapter 6.03 GENERAL PROVISIONS.pdf (53 KB)

3. Closing Items.

Subject :	3.01 Good of the Order
Meeting :	Feb 6, 2024 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	3. Closing Items.
Access :	Public
Type :	Discussion, Information
Subject :	3.02 Conclusion
Meeting :	Feb 6, 2024 - City Council Workshop - Hybrid (In-Person & Electronic)
Category :	3. Closing Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Hernández will conclude the workshop.

STATE OF WASHINGTON,)
)ss. **OATH OF OFFICE**
County of Walla Walla)

I, Paul Jessup, do solemnly swear that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution of the United States and the Constitution and Laws of the State of Washington, and all local ordinances; and that I will faithfully and impartially discharge the duties of the office of City Councilor for the City of College Place according to the law and the best of my ability.

____, City Council Position 1
Signature

I certify that I know or have satisfactory evidence that Paul Jessup, is the person who appeared before me and said person acknowledged that he signed this Oath of Office, and acknowledged it to be his free and voluntary act for uses and purposes mentioned in this instrument.

DATED this 6th day of February 2024

____
Sherri St. Clair, CITY CLERK
City of College Place, Washington

City of College Place, Washington

RESOLUTION NO. 24-XXX

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING AUTHORIZING SUBMISSION OF GRANT APPLICATION TO FUND AN INTERN TO ASSIST WITH RETENTION, MANAGEMENT, AND DESTRUCTION OF PAPER RECORDS.

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

Whereas, the Washington Secretary of State offers an "Organizing the File Room" grant to local governments to help with retention, management, and disclosure of public records.

Whereas, the City Council of the City of College Place wishes to submit and support an "Organizing the File Room" grant application to fund the wages of an intern to assist with the retention, management, and destruction of paper records and associated supplies.

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

1. The College Place City Council hereby authorizes the City Administrator to submit an "Organizing the File Room" grant application and to accept the grant to fund the wages of an intern to assist with the retention, management, and destruction of paper records and associated supplies.

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

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

PASSED by the City Council of the City of College Place, Washington, this day of , 2024.

Attest:

Norma L. Hernández, Mayor

Sherri St. Clair, City Clerk

Local Records Grants:
About the Local Records Grant Program

Purpose: Provide guidance to local governments on Washington State Archives' Local Records Grant Program (RCW 40.14.026).

What is the purpose of the grants?

To help local governments' use of technology to improve their records retention, management and disclosure of public records.

How is the program funded?

Grants are funded by the proceeds of a surcharge when documents are recorded with county auditors.

Who can apply?

Any local government agency/entity such as counties, cities, towns, fire districts, school districts, hospital districts, port districts, public utility districts, transit authorities, other special purpose districts, etc.

Different departments and business units within counties and cities can apply separately in the same grant cycle. However, Washington State Archives encourages agencies to consider if a better solution could be found by working more cooperatively across the entire agency.

Preference for grant awards will be given to smaller local government agencies, but will also be based upon the applicant agency's need. Preference will also be given to information technology designed to improve the retention, management, and disclosure of public records.

Even though other government entities (such as state agencies, higher education, tribes, etc.) are not eligible for these grants, the Archives is still available to provide other records management assistance.

Who decides which projects will be funded?

The Secretary of State will award grants based on recommendations from the Archives Advisory Committee, a committee of county auditors, county clerks and representatives from other sectors of local government.

For more information:

https://www.sos.wa.gov/archives/RecordsManagement/Local-Records-Grant-Program.aspx

WASHINGTON
Secretary of State
Washington State Archives

Records Management Advice
Issued: March 2023
(Originally Issued: October 2019)

Local Records Grants:
Can the Local Records Grant Cover Staff Time?

Purpose: Provide guidance to local agencies applying for a Local Records Grant on how grant funds may be used to pay for staff time.

Local government agencies may apply for funding to cover additional staff or staff hours under the Organizing the File Room grant. This is the ONLY Local Records Grant category which can include funding for staff time. Any staff time needed to complete a Digital Imaging or Technology Tools grant is the responsibility of the agency.*

Can grant funds be used to pay for *temporary staff*?
Yes! Grant funds can be used to hire temporary staff to work up to 40 hours per week. *Ideally, temporary staff should be used to cover existing staff's normal duties. If temporary staff is hired to work directly on the organizing project, they should be supervised VERY closely by existing staff.*

Can grant funds be used to pay for *existing, part-time staff*?
Yes! Grant funds can also be used to cover additional hours for part-time staff, up to 40 hours per week.

Can grant funds be used to pay for *existing, full-time staff*?
No. Grant funds cannot be used to cover existing staff's regular hours or any overtime hours.

Can grant funds be used to pay for a *records management consultant*?
No. The same legislation that funds the grant program also funds several records consultant positions at Washington State Archives who are available to all state and local agencies at no charge. To schedule a consultation, simply email recordsmanagement@sos.wa.gov or call 360-586-4901.

What tasks or activities can we use grant-funded staff time to accomplish?

Covered by the Grant	Not Covered by the Grant
• Sorting and organizing paper records	• Scanning Records
• Creating a records inventory	• Organizing digital records
• Destroying non-archival records	• Repair or restoration of damaged records
• Preparing archival records for transfer	• Traveling for training
• Assembly and installation of new shelving units or file cabinets	• Professional cleaning of file room
	• Painting or other improvements to file room

** If significant staff time is required to prepare the agency's records for a Digital Imaging or Technology Tools grant, it is recommended that the agency first apply for an Organize the File Room grant to cover this preparatory work and then re-apply for one of the other grants in the next grant cycle.*

Additional advice regarding the management of public records is available from Washington State Archives:

www.sos.wa.gov/archives
recordsmanagement@sos.wa.gov

Local Records Grants:
How an Organizing the File Room Grant Can Help

Purpose: Provide guidance to local governments on how an Organizing the File Room Grant can help with retention, management, and disclosure of public records.

Organizing the File Room is one of the types of grants offered as part of Washington State Archives' Local Records Grant Program (RCW 40.14.026).

What Can an Organizing the File Room Grant Cover?

- Organizing the File Room Grants are to get paper records organized and destroy/transfer records that have met their minimum retention period so that the agency can:
  a. **Provide more timely responses to public records requests; or**
  b. **Help protect and retain public records from damage caused by disorganization or poor storage conditions.**

Covered by the Grant	***Not Covered by the Grant***
• *Metal shelving/file cabinets* • *Washington State Archives boxes* • *Records destruction services* • *New temporary staff or part-time staff project hours* • *Other supplies necessary for project*	• *Capital improvements to buildings* • *Pressboard/wood shelving* • *Rolling shelving/fire-proof cabinets* • *Generic banker's boxes* • *Overtime for existing staff* • *External consultants*

If you want to get records scanned – Apply for a Digital Imaging Grant instead.

If you want to buy a scanner or shredder – Apply for Technology Tools Grant instead.

Washington State Archives can also help with developing filing structures for records.

Cash Match

- There is no cash match requirement for the Local Records Grant Program.

Reimbursement

- A successful applicant will purchase products/services as outlined in the approved grant award and receive reimbursement after completing the terms of the contract.

Funding Level

Agencies can apply for an Organizing the File Room Grant of up to $20,000.

WASHINGTON
Secretary of State
Washington State Archives

Records Management Advice
Issued: March 2023
(Originally Issued: June 2018)

Local Records Grants:
How Local Records Grant Applications are Scored

Purpose: Provide guidance to local records grant applicants on how their applications will be scored.

1. Severity of the problem *How challenging is it for the agency to retain and manage its records, and respond to public records requests on time?*		**Up to 25 points**
High-Range Score	•Agency cannot comply with records management and public disclosure requirements •Agency has a significant backlog of public disclosure requests and frequently requires more than 5 days to fill them •The safety and security of the agency's records is threatened by inadequate equipment and/or storage space •Records targeted by the project are frequently requested by the public and/or staff •Current state of physical records poses safety hazards for employees (pests, mold, etc.) •The problem has a significant impact on the agency's operations and/or is a significant financial burden on the agency •Agency does not have the resources to address the problem without grant funds	
Mid-Range Score	•Majority of high-range issues exist, but to a lesser extent	
Low-Range Score	•Majority of high-range issues either do not currently exist, or exist to a much lesser extent	
2. Likeliness of success *Does the plan suggest that the agency is likely to achieve their goals by the end of the grant period?*		**Up to 40 points**
High-Range Score	•Work plan is well thought out, clearly addresses the problem, and is realistic and reasonable. The plan aligns with Washington State Archives and Attorney General's Office recommendations. •The agency has explored low and no tech options, and the proposed plan is the most cost-effective option •The parameters of the project are clearly defined. The project addresses a specific set of records or problem and can reasonably be done within the grant period. •The agency demonstrates awareness of public records requirements and best practices •Project is appropriate for the agency's current needs, and is in line with long term public records goals •The plan was developed in consultation with State Archives or Attorney General's Office •The agency has completed all necessary prep work for the project	
Mid-Range Score	•Majority of high-range issues exist, but to a lesser extent	
Low-Range Score	•Majority of high-range issues either do not currently exist, or exist to a much lesser extent	
3. Impact on the public and the agency *How significant will the impact of the project be for the public and the agency?*		**Up to 25 points**
High-Range Score	•Project improves safety and security of public records and the working environment •Project improves public access to frequently requested public records •Project improves agency business processes and cost-effectiveness •Project protects the agency from risk and liability	
Mid-Range Score	•Majority of high-range issues exist, but to a lesser extent	
Low-Range Score	•Majority of high-range issues either do not currently exist, or exist to a much lesser extent	
4. Small Agency Preference *Points may be awarded to small agencies (based on FTEs and population served) to correct for needs outpacing their capacity to improve information technology systems for public record retention, management, and disclosure.*		**Up to 10 points**

Additional advice regarding the management of public records is available from Washington State Archives:

www.sos.wa.gov/archives
recordsmanagement@sos.wa.gov

14.10.080 - Development agreements.

A. The city may, in accordance with the provisions of RCW 36.70B.170-210, enter into a development agreement with a person(s) having ownership or control of real property within its jurisdiction, or outside its boundaries as part of a proposed annexation or a utility service agreement.
    1. The execution of a development agreement is a proper exercise of the city's police power and contract authority.
    2. A development agreement may obligate a party to fund or provide services, infrastructure, or other facilities.
    3. A development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety.
B. A development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement, provided that:
    1. The development agreement shall be consistent with all applicable development regulations.
    2. The provisions of this section do not affect the validity of a contract rezone, concomitant agreement, annexation agreement, or other agreement in existence or adopted under separate authority.
    3. For the purposes of this section, "development standards" include, but are not limited to:
        a. Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes;
        b. The amount and payment of impact and mitigation fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions or other financial contributions by the property owner, inspection fees, or dedications;
        c. Mitigation measures, development conditions, and other requirements under RCW 43.21C;
        d. Design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features;
        e. Affordable housing;
        f. Parks and open space preservation;
        g. Phasing;
        h. Review procedures and standards for implementing decision;
        i. A build-out or vesting period for applicable standards; and
        j. Any other appropriate development requirement or procedure.
C.

Development agreements applicable to properties within the boundaries city are limited to a ten-year timeframe. An extension of one to ten years may be exercised upon mutual approval of both the developer and the city. Development agreements applicable to properties outside of the city boundaries may continue in effect until a date as specified in the agreement. Agreements outside the city may contain variable expiration dates for some, or all, of the standards listed in this section.

D. Upon approval, a development agreement shall be recorded with the Walla Walla County Auditor.

   1. During the term of a development agreement, it is binding on the parties and their successors.
   2. Unless amended or terminated, a development agreement is enforceable during its term by a party to the agreement.
   3. Any permit or approval issued by the city after the execution of a development agreement must be consistent with the terms of the development agreement.
   4. A development agreement and the development standards incorporated in the agreement govern during the term of the agreement, or for all or that part of the build-out period specified in the agreement, and may not be subject to an amendment to a zoning ordinance or development standard or regulation or a new zoning ordinance or development standard or regulation adopted after the effective date of the agreement.

(Ord. No. 20-021 , § 2(Exh. A), 11-24-2020)

DEVELOPMENT AGREEMENT

BY AND BETWEEN THE CITY OF COLLEGE PLACE AND

______________________, FOR THE

__________________________________DEVELOPMENT

THIS DEVELOPMENT AGREEMENT is made and entered into by and between the City of College Place, Washington, a noncharter, optional code Washington municipal corporation (**City**), and____________________________, (**Developer)**, pursuant to Revised Code of Washington 36.70B.170-210 and College Place Municipal Code (CPMC) 14.10.080, regarding the development of real property located in the City of College Place.

RECITALS

WHEREAS, to promote certainty in the local review and approval process of land use development projects to reduce waste of private and public resources to combat escalating housing costs, Washington state law and City of College Place code authorize development agreements between the City and the owner of real property within its jurisdiction, (RCW 36.70B.170(1) CPMC 14.10.080); and

WHEREAS, development agreements ***must*** set forth the development standards and other provisions that apply to and govern and vest the development, use, and mitigation of the development of real property subject to the development agreement, for the duration specified in the development agreement (RCW 36.70B.170(1) and CPMC 14.10.180); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by the City planning under chapter 36.70A RCW (Growth Management Act) (RCW 36.70B.170(1)); and

WHEREAS the following relevant events have occurred relating to the development known as __________________________, which is located at: ______________________________

____

(Property):

WHEREAS, City Council has determined it would be in the best interest of the City and the public to enter into a development agreement with the Developer of the Property pursuant to the terms contained herein; and

1. City determined the Developer's ____________________________Application to be Complete on ______________ [date].
2. College Place Hearing Examiner's issued findings, conclusion, and decision titled ______ _____________________________________, on ___________________________, which approved the Application with conditions, including the recommendation the Parties enter into a development agreement as contemplated by RCW 36.70B.170-210 and CPMC 14.10.080 [and 14.100.060 for Master Planned Developments].
3. After a public hearing, by Ordinance No. 24-____________, the City Council authorized the Mayor to sign this Development Agreement with the Developer; and

WHEREAS, the Parties desire to enter into this Development Agreement (Agreement) relating to the Development; and

NOW THEREFORE, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

1.1 *Property.* The real property to which this Agreement applies is that real property identified as:

[tax assessor parcel number(s)]

Exhibit ______ map depicting Property

Exhibit ______ legal description of Property

Consisting of approximately _______ contiguous acres;

The Property's current zoning uses are depicted in Exhibit _______, including the overlay zoning if applicable.

1.2 *Project/Development*. The Development to which this Agreement applies is that approved with conditions in Hearings Examiner's Findings, Conclusions and Decision Approving the _ __________________________________; a copy of which is attached hereto as Exhibit _____ ___ and incorporated herein by reference.

1.3 *Developer*. The Developer is a private person/entity owning the Property who applied for, was granted, and is subject to the Hearings Examiner's Findings, Conclusions and Decision Approving the Development.

1.4 ***Purpose.*** This Agreement sets forth certain obligations and rights of the Parties as it pertains to the Development to reduce uncertainty and waste of public and private resources in the development process to encourage maximum efficient use of resources, including public resources, while encouraging development of scare residential housing resources.

1.5 ***Compliance with RCW 36.70B.170-210 and CPMC 14.10.080 – mandatory elements.*** This Agreement, and thus the Parties obligations pursuant to this Agreement, must comply with the mandatory requirements of RCW 36.70B.170-210 and CPMC 14.10.080. The Parties thus agree the following are addressed and governed by this Agreement:

1. **Project elements.** The permitted uses, residential densities, and nonresidential densities and intensities or building size; and
2. **Impact fees, reimbursements, financial contributions.** The amount and payment of impact fees imposed or agreed to, any reimbursement provisions, other financial contributions by the property owner, inspection fees and/or dedications; and
3. **Environmental.** The mitigation measures, development conditions and other requirements pursuant to the chapter 43.21C RCW, State Environmental Policy Act (SEPA) .
4. **Design/development standards.** The General and/or special standards and conditions applicable to specific types or locations of development activities and land use, including but not limited to maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features;
5. **Affordable Housing.** Number of residential units designated as temporary or permanent "affordable housing".
6. **Parks and open space preservation.** Type and acreage of parks and/or open space preservation.
7. **Phasing.**
8. **Review procedure and standards for implementing decisions.**
9. **Build-out or vesting period for applicable standards; and**
10. **Other appropriate development requirements or procedure.**

    [list other requirements]

1.6 ***City reserves authority to impose new or different regulations to the extent required by a serious threat to public health and safety pursuant to RCW 36.70B.170(4) and CPMC 14.10.080(3).***

1.7 ***Recording*****.** Once executed, this Agreement shall be recorded with the Walla Walla County Auditor with all affected parcel numbers identified.

1.8 ***Exhibits*****.** Exhibits to this Agreement are:

Exhibit A –

Exhibit B –

Exhibit C –

Exhibit D –

Exhibit E –

1.10 ***Parties to this Agreement/Subsequent Landowners*****.** The parties to this Agreement are the City and the Developer, (collectively Parties; individually Party). Subsequent owners of the Property in part or in whole may be subject to the terms and conditions of this Agreement. See Section 20.5 below.

1.11 ***Private Undertaking.*** The Parties agree that the Project is a private development, and the City has no interest in the Project except as it may pertain to the general City governance and public benefit.

1.12 ***Consistency.*** All terms of this Agreement are intended to be and shall be consistent with all applicable development regulations. Any conflict therewith shall be resolved in favor of applicable development regulation.

1.13 ***Other agreements***. This Agreement does not affect the validity of any other agreement in existence or adopted under authority separate from the authority to enter into this Agreement.

SECTION 2. EFFECTIVE DATE, VESTING DATE, AND TERM

2.1 Effective Date. The Effective Date of this Agreement shall be the date of the last signature to this Agreement.

2.2 Vesting Date. The Vesting date of this Agreement is **[date]**, 2024, the date the City accepted the ________________________________ Application as complete, (Vesting Date).

2.3 Term. This Agreement shall be for a period of **[#]** years (no more than 10) from the Effective Date**.**

2.4 Extension. This Agreement may be extended only upon written agreement of Developer and the City, or as otherwise required by law. No extension shall be for a period of less than a year or more than ten years.

SECTION 3. DEVELOPER'S OBLIGATIONS

Developer must:

3.1 Comply with all terms and conditions of this Agreement;

3.2 Comply with all terms and conditions of the Hearings Examiner's Findings, Conclusions and Decision;

3.3 Comply with all Applicable Law as defined in section 5 below;

3.4 Comply with all Administrative Decisions as defined herein;

3.5 Cooperate with the City in seeking, becoming eligible for and securing funding, appropriations, grants, forgiveness, or other public benefit as directed by the City. An example of such cooperation would be a letter of support from the Developer in favor of the City (or a third-party); and

3.6 Fund or provide for:____

3.7 Other:

SECTION 4 – CITY OBLIGATIONS.

The City must:

4.1 Comply with all terms and conditions of this Agreement;

4.2 Notify Developer as soon as reasonably practicable should the City determine that it must exercise its authority to impose new or different regulations to the extent required by a serious threat to public health and safety pursuant to RCW 36.70B.170(4) and CPMC 14.10.080(3).

4.3 Fund or provide for the following: ____

4.4 Other:

SECTION 5 – VESTED RIGHTS OF DEVELOPER – Applicable Law (Development/Design Standards)

During the term of this Agreement, Developer, in developing the Property consistent with the Project described herein and approved pursuant to the Hearings Examiner's Decision, shall have the vested legal right to develop the Property pursuant to the rules, regulations, ordinances, codes, official policies, laws, standards and specifications, and obligations in effect as of the Vesting Date. (Applicable Law). The Applicable Law includes for reference, but is not limited to the following:

Hearing's Examiner's Decision;

Applicable provisions of RCW 36.70A (Growth Management) and 58.17 (Plats, Subdivisions, and Dedications);

College Place Comprehensive Plan

The following City municipal code:

CPMC Chapter 8.30 – Flood Damage Prevention

CPMC Title 12 – Streets, Sidewalks and Public Places

CPMC Title 13 – Public Services

CPMC Title 14 – Unified Development Regulations

The following standards, policies, and plans:

City of College Place Urban Forestry Management Plan

City of College Place Standard, Specifications and Drawings

City of College Place Stormwater Facility Standards

City of College Place Local Road Safety Plan

Other:

The City may not change or modify the Applicable Law in whole or in part except as allowed pursuant to Section 6.

SECTION 6 – MODIFICATION OR CHANGE OF APPLICABLE LAW

The Applicable Law may be changed or modified, to the extent required by a serious threat to public health and safety, as expressly consented thereto by the Developer, or as follows:

6.1 Legal mandates. When the City reasonably determines that applying Applicable Law without a change or modification likely would result in an unconstitutional or illegal act or inaction by the City in applying the law; or

6.2 Loss of funding/eligibility. When the City reasonably determines that applying Applicable Law without a change or modification would result in a decision by a State or Federal government or administrative agency, or a Court of competent jurisdiction, that the City's eligibility for funding, grants, program eligibility, appropriations, or other resources sought, secured, or received by the City likely would be impaired; or

6.3 Non-compliance. When the City reasonably determines that applying Applicable Law without a change or modification likely would result in a decision by a State or Federal government, administrative agency, or a Court of competent jurisdiction that the City unlawfully failed to comply with State or Federal laws or regulations. In lieu of the modifying Developer's vested rights, the City and the Developer may agree that the Developer indemnify the City for all financial consequences of any final and binding decision of an administrative agency or court of competent jurisdiction made due to application of unmodified vested rights. Such indemnification must be made in writing, executed by all parties, and in the form and substance as directed by the City.

SECTION 7 – PERMITTED USES AND DEVELOPMENT STANDARDS

7.1 Generally: See Hearing Examiner's Decision and Section 5.

7.2 Maximum Number of Dwelling Units: Despite current zoning, or potential zoning, or overlay zone(s), or any other possible residential density, Developer agrees to a maximum residential unit count of **______________**. This is the number the City's public utilities, including water, wastewater and stormwater, is capable of serving as of the time of this Agreement, as evaluated by the **______________**.

7.3 Minimum Number of Dwelling Units:

7.4 Other:

SECTION 7 – MODIFICATIONS TO PERMITTED/APPROVED USES

Modification to permitted/approved land use(s) are processed as Major or Minor which may be approved in accordance with applicable City code. Minor modifications will not require an amendment to this Agreement. Major modifications will require an amendment to this Agreement and such amendment may require approval of the City Council at the Community Development Director, Mayor, or City Administrator's request. Neither Party shall unreasonably withhold agreeing on amending this Agreement.

SECTION 8 – FURTHER DISCRETIONARY ACTIONS/ADMINISTRATIVE DECISIONS

Developer acknowledges that the existing land use regulations contemplate the exercise of further discretionary powers by the City to set conditions, terms, restrictions, permissions, or requirements and the like. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying existing land use regulations. Such further discretionary actions do not require an Amendment to this Agreement.

SECTION 9 – FINANCING (contribution/reimbursement) OF PUBLIC/PRIVATE FACILITIES

Developer's obligations:

City's obligations:

The City's obligations pursuant to this Agreement are a constitutional and statutorily permissive exercise of the City's powers and are in no way an extension of credit or a loan to the Developer.

SECTION 10 – EXISTING AND FUTURE LAND USE FEES AND IMPACT FEES

Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and such increases will apply to development activities pursuant to this Agreement.

Impact fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and such increases will apply to development activities pursuant to this Agreement.

Impact fees imposed and/or collected by the City assessed by other parties – e.g. College Place Public School System, are not governed by this Agreement; Developer is responsible for any and all other impact fees and the like.

Developer shall be responsive for and pay all land use and impact fees adopted by the City by ordinance after the Effective Date of this Agreement which are then applicable to the phase(s) of the Development which occur after adoption of said fees.

As of the Effective Date of this Agreement, the City has established the following applicable to the Development:

City of College Place, Washington Resolution No. 23-073 (Fees Resolution), attached hereto as Exhibit ___, which includes, but is not limited to the following assessment applicable to the Development:

SECTION 11 – PHASING OF DEVELOPMENT

The Parties acknowledge it is Developer's intent to develop the Property in phases utilizing the City's land development application processes over the next _______ to ___ years. The attached Exhibit ______ represents a preliminary phasing plan serving as the general outline for the Project. The Parties agree the most efficient and economical development of the Property depends upon numerous factors, such as market orientation and demand, interest rates, competition, and similar factors, and generally it will be most economically beneficial to the ultimate purchasers of the Property to have the rate of development determined by the Developer. However, the Parties also acknowledge that because the Development will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the public. Therefore, the Parties agree the improvements associated with the Project shall be constructed according to the following schedule:

1. Essential improvements as determined by the City to include:
   a. Street Improvements;

b. Potable Water and Fire Flow Facilities
c. Sewer Facilities
d. Stormwater Facilities
e. Private utilities (natural gas, electricity, fiber optic, cable, etc.)

2. Parks and Open Space.

SECTION 12 – CONSTRUCTION, INSTALLATION AND INSPECTION OF PUBLIC IMPROVEMENTS AND DEDICATION OF PUBLIC LANDS

12.1 Roads. All roads shall be public; no private roads are permitted.

12.2 Schedule of dedication: Except as otherwise provided herein, the Developer shall dedicate all public lands required in the permits/approvals/applications in a timely manner as directed in the Hearings Examiner's decision or as agreed by the Parties as follows (description and date to be dedicated by):

1. Public parkland:
   a.
   b.
2. Public Right of way (ROWs):
   a.
   b.
3. Other dedication:
   a.
   b.

12.3Construction standards: All public improvements must be constructed and installed pursuant to City code. During construction and installation of the public improvements, Developer shall utilize one or more civil engineer approved by the City to monitor, inspect and test the construction and installation of the public improvements. Developer shall provide, upon request of the City, monitoring, inspecting, and testing reports/results. Prior to the City accepting a dedication of any public improvement, Developer must submit a certification from an approved civil engineer that the improvement was constructed in compliance with City code. The City is the sole determinator of whether any public improvement is constructed and installed in compliance with City code. All costs associated with the monitoring, inspecting, and testing shall be borne by the Developer.

SECTION 13 – ENVIRONMENTAL

The City has conducted its environmental review and issued a determination for the Development. The City retains substantive SEPA authority to address environmental impacts not considered under the determination. In addition, further SEPA review may be required in connection with Plans submitted by Developer. See Chapter 14.40 CPMC.

SECTION 14 – AFFORDABLE HOUSING

The Parties agree to the following terms and conditions regarding affordable housing as defined in CPMC 3.52.020:

Developer shall reserve at least _____ % of owned residential units and ___ % of rental residential units for affordable housing. The affordable housing shall comply with CPMC 3.52.060 (12), (substantially same type of ownership); (13), (comparable size); (14), (occupancy availability); and (15), (private bathroom and kitchen). The affordable housing shall be constructed with substantially the same style and quality of materials as surrounding units and shall be distributed throughout the development evenly. Prior to issuing a certificate of occupancy, an affordable housing unit, an affordable housing covenant in a form acceptable to the City addressing price restrictions, eligible household qualifications, and other applicable topics shall be recorded with the Walla Walla County Auditor’s Office. Covenants shall run with the land and shall be binding on the assigns, heirs, and successors of the owner. Affordable housing units provided for pursuant to this Agreement shall remain affordable from the date of initial occupancy through the life of the unit, ending when the structure is no longer in use for any occupancy.

SECTION 15 – REVIEW PROCEDURE AND STANDARDS FOR IMPLEMENTING DECISIONS

The City's review procedure and standards for implementing decisions is contained in Chapters 14.10 and 14.30 CPMC. The Parties recognize that such review procedures and standards may be modified from time to time and that such modifications shall apply to this Development.

SECTION 16 – BUILD-OUT OR VESTING PERIOD

[provision for timeframe for standards to apply to any particular development phase if necessary]

SECTION 17 – UTILITIES

Developer agrees to use the following City utilities for all development of the Property:

- Water Service System per Chapter 13.04 CPMC;
- Wastewater Service per Chapters 13.08 and 13.12 CPMC;
- College Place Storm and Surface Water Utility per Chapter 13.15 CPMC;
- Ambulance and Emergency Medical Utility per Chapter 13.16 CPMC; and
- Any other generally applicable utility established by the City.

SECTION 18 – DEVELOPER FUNDED ADMINISTRATION

Developer acknowledges the City of College Place is relatively small in population and geographic size for Washington state, thus the capacity for City staff to process development applications is dependent upon other development applications and City projects. While Washington State law governs the time frame to process development applications, and the City desires to approve and issue decisions related to this Development as quickly as reasonably possible, unpredictable factors may serve to delay the processing of applications and decisions associated with the Development. Should Developer desire, and the City agree, to engage third-party assistance or to compensate the City for hiring temporary assistance to process applications and issue decisions related to this Development, Developer shall be responsible for any and all costs associated with engaging third-parties or hiring of additional staff.

SECTION 19 – NON-CITY GOVERNMENTAL REQUIREMENTS.

Developer is responsible for and shall apply and obtain for such other permits, license, and other approvals required by other governmental or quasi-governmental agencies in connection with the development of, or the provision of services to, the Development. The City shall cooperate with Developer in its efforts to obtain such permits and approvals.

SECTION 20 – ADDITIONAL TERMS AND CONDITIONS

20.1 Amendment. This Agreement may be amended from time to time, in whole or in part, by mutual written agreement of the Parties. If any portion of the Development is transferred to a third-party, said third-party must agree to and execute an amendment to this Agreement when such amendment would materially alter the rights or obligations of said third-party or the City. Developer shall notify the third-party within thirty (30) days prior to the amendment of the need for written consent.

20.2 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of the Hearings Examiner's Decision, this Agreement, an Amendment to this Agreement, or any Discretionary Action, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. The City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer. In such event, Developer shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such action, lawsuit, or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer shall not settle any lawsuit without the express written consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

20.3 Default. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other Party, (unless the Parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within the 60-day period, and the diligent prosecution of actions necessary to complete the cure of the alleged default after the 60-day period, shall be deemed to be a cure within the 60-day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing Party shall take no further action. The Parties agree that, the City has a separate and distinct authority to enforce its land use regulations, an example of such is a Stop Work Order regardless of this Agreement and the City is not required to institute legal proceedings to enforce land use regulations as it relates to the Property.

20.4 Enforced Delay; Extension of Time of Performance. Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, extended appeals, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Upon the request of either Party, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon by the Parties. In the event such delays preclude development of the Project in an economically feasible manner, consistent with the approved Permit(s)/Application(s) and this Agreement, the Parties agree to negotiate in good faith to revise or terminate this Agreement.

20.5 Assignment. Developer shall have the right to assign or transfer all or any portion of its interests, rights, obligations, or responsibilities under this Agreement to third parties acquiring an interest in the Development or any portion thereof. Such assignments or transfers shall be made pursuant to a written agreement (Transfer Agreement) with consent of the City, except that the following shall not require consent of the City:

1. any single residential parcel conveyed to a purchaser;
2. any condominium, time-share or fractionally owned unit conveyed to a purchaser;

3. any property that has been established as a separate legal parcel for a commercial, open space, park, hotel, recreational facility, or other use agreed to by Developer and the City as long as Developer or its assigns retain all obligations and responsibilities pursuant to this Agreement, except for those obligations and responsibilities that can be fulfilled exclusively within the boundaries of, and by the development upon, the parcel or parcels transferred, such as individual lot landscaping or buffering requirements.

To be eligible for a transfer without consent pursuant to this subsection, Developer shall retain all obligations and responsibilities pursuant to this Agreement, including, by way of illustration and without limitation, overall infrastructure necessary to serve more than one parcel of the Development.

20.6 Reimbursement for Agreement Expenses of the City. Developer agrees to reimburse the City for actual expenses in addition to fees paid by Developer as an applicant. Such expenses are limited to those incurred by the City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

20.7 Notices.

Required notices shall be made in writing by hand-delivery or registered first-class USPS mail to the following:

Developer:	City:
	Director of Community Development 625 S. College Ave College Place, WA 99324

20.8 Severability. If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, or if any provision of this Agreement is rendered invalid for unenforceable according to the terms of any statue of the State of Washington which became effective after the date of the ordinance adopting this Development Agreement, and either Party in good faith determines that such provisions are material to its entering into this Agreement, that Party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

20.9 Annual Review. The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and any Landowner (transferee) with this Agreement. The City may charge Developer fees as necessary to cover the costs of conducting the annual review.

20.10 Termination. This Agreement shall expire and/or terminate as provided below:

20.10.1 This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for development.

20.10.2 This Agreement shall expire and be of no further force and effect if the Development does not construct the Project as contemplated by the permits and approvals identified in this Agreement and submits applications for development of the Property that are inconsistent with such permits and approvals.

20.10.3 This Agreement shall terminate upon the expiration of the term identified in Section 2 or when the Subject Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit or any non-residential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

20.11 Effect upon Termination on Developer Obligations. Termination of this Agreement as to the Developer of the Property or any portion thereof shall not affect any of the Devleoper's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the

Agreement to continue after the termination of this Agreement or obligation to pay assessments, liens, fees or taxes of any kind or nature whatsoever.

20.12 Effects upon Termination on City. Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws.

20.13 Covenants Running with the Land. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee, or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned, or transferred to it.

20.14 Releases. Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee, or transferee expressly assumes the obligations under this Agreement, in writing and approved by the City.

20.15 Washington law and attorneys' fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Should a determination be made that both Parties were at fault, each Party shall be responsible for its pro-rata share of reasonable attorneys' fees and costs. Venue for any action shall lie in Walla Walla County Superior Court or the U.S. District Court for Eastern Washington.

20.16 Specific Performance. The Parties agree that damages are not an adequate remedy for breach of this Agreement, and that the Parties are entitled to compel specific performance of all material terms of this Development Agreement by any Party in default thereof.

20.17 No Third-Party Beneficiaries. This Agreement is entered into by the City as a benefit to the public as a whole and therefore, this Agreement creates no benefit to any third-party and creates no obligation or duty of the City to any third-party.

20.18 Waiver. No officer, employee, agent, or other individual acting on behalf of either Party has the power, right or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

20.19. Anti-kickback. No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

20.20 Funding. Nothing in this Agreement requires the City to appropriate future funding and should any funds appropriated at the time of execution of this Agreement be, at the sole discretion of the City not expended pursuant to this Agreement, the City is not required to expend said funds.

CITY OF COLLEGE PLACE	**DEVELOPER:**
______________________________	______________________________
Norma Hernandez, Mayor	By: Its: Authorized Representative

ATTEST:

____
Sherri St Clair, City Clerk

APPROVED AS TO FORM:

____
Rea Culwell, City Attorney

PDF **RCW 36.70B.170**

Development agreements—Authorized.

(1) A local government may enter into a development agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement shall be consistent with applicable development regulations adopted by a local government planning under chapter **36.70A** RCW.

(2) RCW **36.70B.170** through **36.70B.190** and section 501, chapter 347, Laws of 1995 do not affect the validity of a contract rezone, concomitant agreement, annexation agreement, or other agreement in existence on July 23, 1995, or adopted under separate authority, that includes some or all of the development standards provided in subsection (3) of this section.

(3) For the purposes of this section, "development standards" includes, but is not limited to:

(a) Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes;

(b) The amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications;

(c) Mitigation measures, development conditions, and other requirements under chapter **43.21C** RCW;

(d) Design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features;

(e) Affordable housing;

(f) Parks and open space preservation;

(g) Phasing;

(h) Review procedures and standards for implementing decisions;

(i) A build-out or vesting period for applicable standards; and

(j) Any other appropriate development requirement or procedure.

(4) The execution of a development agreement is a proper exercise of county and city police power and contract authority. A development agreement may obligate a party to fund or provide services, infrastructure, or other facilities. A development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

[**1995 c 347 § 502**.]

NOTES:

Findings—Intent—1995 c 347 §§ 502-506: "The legislature finds that the lack of certainty in the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic costs of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses.

Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW **36.70B.170** through **36.70B.210** to allow local governments and owners and developers of real property to enter into development agreements." [**1995 c 347 § 501**.]

GROUND TRANSPORT SERVICES AND LEASE AGREEMENT

THIS GROUND TRANSPORT SERVICES AND LEASE AGREEMENT (this "**Agreement**") is by and between Life Flight Network, LLC, an Oregon limited liability company ("**LFN**"), and Collage Place Fire Department, an EMS agency ("**Agency**"). Each party may be referred to hereunder as a "**Party**" or collectively as the "**Parties**."

BACKGROUND

LFN operates an air medical service (and related ground transport service) in Oregon, Washington, Idaho and Montana. LFN is the largest air medical transport program in the Pacific Northwest, with rotor-wing bases located in: Astoria, Aurora, Cottage Grove, La Grande, Newport, Ontario, Pendleton and Redmond, Oregon; Brewster, Coupeville, Dallesport, Kelso, Moses Lake, Port Angeles, Pullman, Richland, Spokane and Walla Walla, Washington; Burley, Boise, Lewiston, and Sandpoint, Idaho; and Bozeman, Butte and Missoula, Montana, and with fixed-wing bases located in: Aurora and La Grande, Oregon; Dallesport, Moses Lake, Port Angeles, Richland and Spokane, Washington; Boise, Idaho; and Butte, Montana.

Agency owns and operates a community ambulance service and provides ground ambulance services for the local transport of patients in need of such services. There may be times when LFN will lease Agency-owned and operated ambulances ("**Ground Ambulances**") and, using LFN medical personnel, provide patient care. The purpose of this Agreement is to establish the understandings of the Parties with respect to such transports.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement, the Parties agree as follows:

ARTICLE I.
TERM

1.1 Term. The term of this Agreement shall commence on the date this Agreement is signed by the last party to sign it (the "**Effective Date**") and shall remain in effect for one year, unless terminated earlier under Section 1.2. This Agreement will automatically be renewed for additional, consecutive one-year terms, unless either Party notifies the other Party at least 30 days prior to the expiration of the then-current term that it does not agree to an extension of the term.

1.2 Termination. Either Party may terminate this Agreement upon the default of the other Party if the defaulting Party has not cured the default within 30 days of its receipt of written notice of the existence and nature of the default. In addition, either Party may terminate this Agreement without cause upon 30 days' prior written notice.

ARTICLE II.
LEASE

2.1 Lease. Agency hereby agrees to lease to LFN and LFN hereby agrees to lease from Agency, subject to the terms of this Agreement, the Ground Ambulances, each of which shall be duly licensed and equipped for patient transport in accordance with state EMS laws, rules and regulations. The Ground Ambulances shall be operated by qualified Agency drivers and shall at all times be and remain the sole and exclusive personal property of Agency. LFN shall have no right, title or interest in the Ground Ambulances except as to the possession and use thereof subject to the terms and conditions of this Agreement.

2.2 Scheduling. LFN shall lease the Ground Ambulances from Agency on an as needed basis, and as mutually agreed. The Parties shall track and document LFN's actual usage of the Ground Ambulances. Delivery of the Ground Ambulances shall be as agreed upon.

2.3 Rental Rate. LFN shall pay Agency a rental rate ("**Rental Rate**") of $500.00 per transport.

plus $6.00 per mile for Ground Ambulance for actual miles traveled with a LFN patient on board. The Parties have negotiated this rate on an arm's-length basis.

2.4 Insurance. Agency shall obtain and maintain for the entire term of this Agreement, at its own expense, business auto insurance for the Ground Ambulances for third party liability and physical damage. Liability insurance shall be for minimum amounts of $5,000,000 per occurrence (combined single limit); include LFN as additional insured with waiver of subrogation from the insurance company in favor of LFN and include a clause requiring the insurer to provide at least thirty (30) days prior written notice of cancellation. Agency shall furnish to LFN a certificate of insurance or other evidence satisfactory to LFN that such insurance is in effect, provided however that LFN shall be under no duty to ascertain the existence of or to examine such insurance policy or to inform Agency such insurance does not comply with the requirements hereof. Agency further agrees to give LFN prompt notice of any damage to, or loss of, the Ground Ambulances. Each Party shall obtain and maintain for the entire term of this Agreement, at its own expense, professional liability insurance while the Ground Ambulance is in their possession, control or use.

2.5 Reimbursement; Maintenance of Records. LFN shall have the sole right and discretion to bill and collect the fees for Agency transports of LFN patients, and Agency shall not bill any patient or payer, or claim any portion of LFN's collections. Agency's reimbursement shall be limited to the Rental Rate. LFN shall maintain patient care records and Agency shall maintain Ground Ambulance records, including but not limited to: vehicle licensing and registration records, maintenance records, medical equipment records, driver education records, and the make, model, year, vehicle identification number, and the date that each Ground Ambulance was first used pursuant to this Agreement. Each Party agrees to make such records available to the other Party for compliance or billing purposes within 10 business days of a request or earlier if required by court order, the government or law.

2.6 Affirmative Covenants of Agency. During the term of this Agreement, Agency shall:

a) Pay all costs associated with the Ground Ambulances including their maintenance, repairs, fuel and insurance, and keep Ground Ambulances in good operating order and condition.

b) Assume all risks of loss with respect to the Ground Ambulances, including without limitation theft, damage or destruction.

c) Instruct drivers of the Ground Ambulances not to exceed a speed limit of 10 miles per hour more than the legal speed limit, regardless of whether a patient is on board or whether the transport is "Code 3."

d) Comply with all federal, state and local laws, regulations, requirements and rules pertaining to the Ground Ambulances and Agency's obligations hereunder, all manufacturer's instructions and maintenance agreement or warranty requirements, and the conditions and requirements of all policies of insurance with respect to the Ground Ambulances and this Agreement which are obtained and maintained by Agency.

e) Pay all lawful claims, whether for labor, materials, supplies, rents or services, which might or could if unpaid become a lien on the Ground Ambulances which are imposed due to Agency's failure to perform any obligations or pay any sums due to any party.

f) Pay, when due, all license fees, assessments, personal property or other taxes (excluding sales or use taxes) now and hereafter imposed by any governmental body or agency upon the Ground Ambulances or the use thereof, and taxes, if any.

ARTICLE III.
OTHER TERMS

3.1 Indemnification. Each Party shall protect, defend, indemnify and hold harmless the other Party, its members and their respective parent and subsidiary organizations, agents, officers, directors, assignees and employees (collectively referred to as the "**Indemnitees**") from and against any and all losses, costs, claims, demands, causes of action, suits, damages and expenses, including reasonable attorneys' fees and costs (collectively referred to as "**Claims**") suffered by the Indemnitees or brought against the Indemnitees (including Claims by employees of the indemnifying Party or any third parties) as a result of or in any way arising from the performance or nonperformance of the indemnifying Party under this Agreement or the negligence, gross negligence or willful acts or omissions of the indemnifying Party, any parent, subsidiary or other related organizations of the indemnifying Party, and/or the agents, employees or contractors, or otherwise of the indemnifying Party or its parent, subsidiary or other related organizations.

3.2 Confidentiality, Privacy and Security. The confidentiality, privacy and security of "Protected Health Information" (as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing rules and regulations ("**HIPAA**") shall be maintained by the Parties in accordance with HIPAA and applicable state laws and regulations. Without limiting the generality of the foregoing, there shall be no filming, videotaping or recording of patients or personnel in the patient compartment of any Ground Ambulance leased pursuant to this Agreement. In addition, each Party shall safeguard and not disclose the other Party's trade secrets and other matters of a business or financial nature which are not generally disclosed to the public ("**Confidential Information**"). Upon termination of this Agreement and upon requrest of the disclosing party, each Party will promptly deliver all Confidential Information, in whatever form, in its possession and control to the other Party, or will certify to the destruction of such Confidential Information, subject to each Party's respective records retention obligations under applicable law.

3.3 Entire Agreement. This Agreement contains the entire agreement among the Parties relating to the subject matter described in this Agreement, and supersedes any prior contracts or agreements between the Parties.

3.4 Waiver. Compliance with this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by the written agreement of LFN and Agency.

3.5 Notices. Whenever this Agreement requires that a notice be given by one Party to another Party, each such notice shall be given in writing. All notices shall be addressed to such Party at the address of such Party as the Party has provided to the other Party.

All notices, requests, demands, approvals and other communications which are required to be given, or may be given, from one Party to the other Party under this Agreement shall be deemed to have been duly given, received and effective: (i) if personally delivered, on the date of delivery; (ii) in the case of a notice sent by mail, when actually received by the addressee; and (iii) the business day immediately following the day it is sent, if sent for next day delivery to a domestic address by a nationally-recognized overnight courier or delivery service.

3.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflicts of law principles.

3.7 Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns, and shall inure to the benefit of the Parties and, except as otherwise provided in this Agreement, their respective successors and permitted assigns. Any assignment by Agency is void.

3.8 Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and other application thereof shall not in any way be affected or impaired thereby.

3.9 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute one agreement binding on all the Parties. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

3.10 No Referral Requirement. Nothing herein is intended to require or suggest any utilization of LFN other than as needed for fast, high-quality patient care. In most instances, unless Agency judgment or patient request dictates otherwise, the air ambulance provider should be the closest appropriate and available air ambulance. Further, nothing herein shall be construed as a requirement, express or implied, that Agency shall refer, directly or indirectly, any patient to LFN, or its member organizations, for medical transport services, hospital services, or other services.

3.11 Compliance. In the event either Party reasonably determines that this Agreement is not in strict compliance with applicable law, statutes, rules and regulations including, but not limited to, the laws and rules related to Medicare fraud and abuse, or antitrust, or if any authority commences regulatory and enforcement action, then the Parties shall negotiate any terms of this Agreement to correct the term to secure such strict compliance. If it is not possible to negotiate such alternative terms, either Party may terminate this agreement on written notice.

3.12 Records Retention. Until the expiration of four (4) years after the furnishing of services provided pursuant to this Agreement, both Parties shall make available to the Secretary of the United States Department of Health and Human Services and the United States Comptroller General, and their duly authorized representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of such services, provided that access is required by law and regulations, and further provided that a request for such access complies with the procedural requirements of applicable law and regulations.

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed this Agreement as of the dates set forth below.

LIFE FLIGHT NETWORK, LLC,
an Oregon limited liability company

By: ______________________________
Name: Ben Clayton
Title: Chief Executive Officer

Date: _____________________________

College Place Fire Department

By: _______________________________
Name: Mike Rizzitiello
Title: City Administrator

Date: ______________________________

code, such crimes shall be misdemeanors. Any party convicted of having committed a misdemeanor or gross misdemeanor shall be punished by a fine and/or imprisonment not to exceed the limits set forth for misdemeanors and gross misdemeanors in RCW 9A.20.021(2) and (3).

(1) Gross Misdemeanor. Every person convicted of a gross misdemeanor shall be punished by imprisonment in jail for a maximum term fixed by the court of not more than 364 days, or by a fine in an amount fixed by the court of not more than $5,000, or by both such imprisonment and fine.

(2) Misdemeanor. Every person convicted of a misdemeanor shall be punished by imprisonment in jail for a maximum term fixed by the court of not more than 90 days, or by a fine in an amount fixed by the court of not more than $1,000, or by both such imprisonment and fine. (Ord. 2951 § 5, 2014; Ord. 2748 § 1, 2008; Ord. 1993 § 2, 1994; Ord. 1421 § 2, 1985; Ord. 965 § 1.05, 1977).

6.03.130 Mandatory minimum sentences for public disorder crimes.

(1) “Public disorder crime” means theft in the third degree, vehicle prowling, criminal trespass, and use of a controlled substance in a public place. Multiple charges on the same date count as one public disorder crime.

(2) Upon a conviction for a public disorder crime charged on or after the effective date of the ordinance codified in this section, the municipal court shall impose a mandatory minimum sentence of no less than 30 days in jail if, within the five years prior to the conviction, the defendant had, in the state of Washington, two or more of the following dispositions for any crime defined in this section as a public disorder crime:

(a) A conviction; or

(b) A stipulated order of continuance or similar agreement; or

(c) A deferred sentence.

(3) A stipulated order of continuance shall be considered a disposition for the purposes of this section regardless of whether it has been revoked or whether the defendant successfully completed the terms of the stipulation resulting in the dismissal of the charge.

(4) A deferred sentence shall be considered a disposition for the purposes of this section regardless of whether judgment has been entered or whether the defendant successfully completed the terms of the sentence resulting in the dismissal of the charge.

(5) If a defendant is convicted of two or more public disorder crimes on the same date and the offenses occurred on separate dates, then a mandatory minimum sentence shall be imposed for each public disorder crime conviction.

(6) Post-Sentencing Petitions.

(a) A defendant sentenced to a mandatory minimum sentence under this section and serving the sentence may petition the municipal court for relief from the sentence if he or she meets the following criteria:

(i) A qualified professional has determined that the defendant would benefit from in-patient drug or alcohol treatment;

(ii) The defendant has a specific bed date to enter the treatment program during the defendant’s commitment to jail;

(iii) The defendant executes a waiver to release information to the city regarding the defendant’s presence in the treatment facility and whether the defendant successfully completed the treatment program;

(iv) The defendant agrees in writing to attend treatment and comply with all treatment recommendations; and

(v) The municipal court finds that treatment is an appropriate alternative to jail.

(b) If the municipal court grants the petition, the judge may enter an order of release with appropriate conditions. The court will advise the defendant of the penalties for escape in the third degree – absconding from treatment.

(c) If the defendant provides proof of successful completion of treatment to the satisfaction of the municipal court, the court may suspend any remaining jail time.

(7) A defendant who otherwise would be subject to a mandatory minimum sentence under this section, and who diverts through the municipal court’s Mental Health Alternatives (MAP) program, is subject to a mandatory minimum sentence under this section if he or she opts out of the program or fails to complete the program. (Ord. 3289 § 1 (Exh. A), 2023).

The Marysville Municipal Jail is pictured Thursday, Sept. 14, 2023, in Marysville, Washington. (Ryan Berry / The Herald)

Purchase Photo

Marysville adopts mandatory sentences for repeated 'public disorder'

A minimum of 30 days in jail must be given to defendants convicted of three "public disorder" crimes in five years.

By Jonathan Tall
Wednesday, October 11, 2023 1:30am | LOCAL NEWS | MARYSVILLE

MARYSVILLE — The Marysville City Council unanimously adopted an ordinance Monday setting mandatory minimum jail sentences for repeat offenders of certain crimes, such as theft and public drug use.

The law identifies four "public disorder crimes," including third-degree theft, criminal trespassing, vehicle prowling and public drug use.

"Those who continue to commit crimes in Marysville will face real consequences for their actions," Mayor Jon Nehring said in a statement, "along with an opportunity to choose a better path."

Under the new local law, someone found guilty of their third public disorder crime in five years would be sentenced to at least 30 days in jail. The third conviction must come after the law took effect.

The law was created in collaboration with the mayor, City Attorney Jon Walker and Police Chief Erik Scairpon.

In an interview Tuesday, Nehring said most "public disorder" crimes are committed by people trying to finance a drug habit — often involving fentanyl. The ordinance was intended to get people into rehabilitation programs.

After sentencing, a person who received a mandatory minimum sentence can petition the Marysville Municipal Court to enter treatment instead. After completing the program, defendants can have the rest of their jail term nixed.

"With fentanyl, almost nobody will voluntarily go into treatment," Nehring said. "The beauty of it is, we will have that jail sentence hanging out there to motivate them to stay in treatment. If they don't have a reason to stay, they'll walk out."

Nehring said, as of now, the average stay in the Marysville Municipal Jail is five to six days. With the new city ordinance, his hope is people will have enough time to get medically assisted treatment and enter rehab.

The law firm Feldman & Lee, which contracts with the city to do public defense work, didn't immediately respond to a request for comment Tuesday afternoon.

Each minimum sentence jumps to 60 days if a defendant had four crimes, or 90 days if the defendant had six crimes within five years. If someone is convicted of two or more public disorder crimes on the same day, then a mandatory minimum sentence must be imposed for each.

City Council member Mark James also said the aim of the law was to get repeat offenders into treatment.

"We're not a one-sided, hard-on-crime kind of place," James said. "Part of the idea is they'll be sitting there longer and we can get them thinking differently."

Council President Kamille Norton strongly believes the local law will send a message.

"Marysville residents and businesses have been victimized by chronic and repeat offenders of these public disorder crimes long enough," Norton said. "We do not accept or tolerate this criminal behavior here."

Mandatory minimum sentences are controversial.

In 2010, the American Civil Liberties Union testified in front of Congress that mandatory minimums should be abolished because they "generate unnecessarily harsh sentences, tie judges' hands in considering individual circumstances, create racial disparities in sentencing and empower prosecutors to force defendants to bargain away their constitutional rights."

Jazmyn Clark, the Smart Justice campaign policy program director for the ACLU of Washington, said in a statement last month that incarceration disrupts people's lives — and often, just makes recovery more difficult for vulnerable people.

"City officials see this mandatory minimum proposal as a way to combat the fentanyl crisis and substance use disorder," Clark said. "But we cannot punish people into recovery."

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Jonathan Tall covers breaking news in Snohomish County for the Herald. Read more of Jonathan's stories here.

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PDF **RCW 9A.56.050**

Theft in the third degree.

(1) A person is guilty of theft in the third degree if he or she commits theft of property or services which (a) does not exceed seven hundred fifty dollars in value, or (b) includes ten or more merchandise pallets, or ten or more beverage crates, or a combination of ten or more merchandise pallets and beverage crates.

(2) Theft in the third degree is a gross misdemeanor.

[**2009 c 431 § 9**; **1998 c 236 § 4**; **1975 1st ex.s. c 260 § 9A.56.050**.]

NOTES:

Applicability—2009 c 431: See note following RCW **4.24.230**.

*Civil action for shoplifting by adults, minors: RCW **4.24.230**.*

*Property crime database, liability: RCW **4.24.340**.*