

Tuesday, February 11, 2020
City Council Meeting

7:00 P.M.
2045th Regular City Council Meeting

Council Chambers

1. Opening Items.

Subject :	1.01 Council Reference Materials
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	1. Opening Items.
Access :	Private
Type :	Discussion, Information
Subject :	1.02 Call To Order
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Hernández will call the meeting to order.

Subject :	1.03 Pledge of Allegiance
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

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

Subject :	1.04 Moment of Silence for Reflection / Invocation - Any City Employee or Elected Official; delivering the invocation, does so in his/her capacity as a private citizen, and not in his /her official position as a city employee/elected city official.
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Subject : 1.05 Public Comment - Council meetings are primarily structured to permit Council Members to arrive at the decisions necessary to govern the City. Public Comment is the time set aside for Citizens to address the Council regarding items of concern/interest either not appearing on this agenda, or on the consent agenda. If you wish to speak on any such item, this is the time to come forward when the Mayor asks for public comments. Public comments for items listed on the regular agenda may be taken after the staff presentation of the item.

Meeting : Feb 11, 2020 - City Council Meeting

Category : 1. Opening Items.

Access : Public

Type : Information

Public Content

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

Public Comment is the time set aside for Citizens to address the Council regarding items of concern/interest either not appearing on this agenda, or on the consent agenda. *If you wish to speak on any such item, this is the time to come forward when the Mayor asks for public comments.*

Public comments for items listed on the regular agenda may be taken after the staff presentation of the item.

Manner of Addressing the Council:

Each person addressing the Council shall give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Council, shall limit their address to five (5) minutes.

All remarks shall be addressed to the Council as a body, and not to any member thereof. No person, other than members of the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked of the Council Members except through the presiding officer.

Personal and Slandorous Remarks:

Any person making personal, impertinent or slanderous remarks, or who shall become boisterous, while addressing the Council may be requested to leave the meeting and may be forthwith, by the presiding officer, barred from further audience before Council during that Council meeting.

City of College Place Resolution No. 20-003

File Attachments

2. Consent Agenda.

Subject :	2.01 AB 20028 - Approve Agenda for February 11, 2020
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)

Consent

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

Subject :	2.02 AB 20029 - Approve Council Minutes from January 28, 2020
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes

File Attachments

[BoardDocs® LT Plus 01-28-2020_Draft_Minutes.pdf \(709 KB\)](#)

Consent

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Subject :	2.03 AB 20030 - Approve Council Minutes from February 4, 2020 Workshop
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes

File Attachments

Consent

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Subject :	2.04 AB 20019 - 2020 Internal & External Committee Assignments - Mayor
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Feb 11, 2020
Fiscal Impact :	No
Recommended Action :	Motion to confirm the internal and external committee assignments for 2020.

Public Content

At the January 28th meeting a question came up about the representation on the Port of Walla Walla Economic Advisory Committee.

After reaching out to Mr. Gerola, it was determined that there is not a prescribed number of representatives we need to have assigned to that committee because they are in attendance as a passive information gathering role rather than an actual advisory role. Therefore, the number of representatives was modified to only include two Council Members and the Mayor and City Administrator.

File Attachments

[2020_Committee_Assignments_Draft.pdf \(105 KB\)](#)

Consent

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Subject :	2.05 AB 20031 - EMS Contract for 2020 Levy Distribution - Chief Winter
Meeting :	Feb 11, 2020 - City Council Meeting

Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)

Public Content

This is the 2020 EMS Levy Distribution Contract. The 2020 estimated collections are \$359,509. The City utilizes this revenue to provide 24 hour seven days a week, emergency medical services for the community.

File Attachments

[2020 EMS Levy Contract.pdf \(103 KB\)](#)

Consent

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Subject :	2.06 Excuse Absence of Council Member Cleveland
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)

Consent

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Subject :	2.07 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.
Meeting :	Feb 11, 2020 - City Council Meeting

Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to approve the consent agenda

Consent

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

3. Presentations.

Subject :	3.01 Library Update - Rhonda Gould
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	3. Presentations.
Access :	Public
Type :	Discussion, Information

4. Public Hearings - None.

5. Action Items.

Subject :	5.01 AB 20032 - Green Tank Irrigation District Consolidation Feasibility Study - Mr. Rizzitiello
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Feb 11, 2020
Fiscal Impact :	Yes
Dollar Amount :	\$30,000.00
Budgeted :	Yes
Budget Source :	BARS 534.20.41.01
Recommended Action :	Motion to adopt Resolution #20-004 which authorizes the City Administrator to sign the contract with RH2 Engineering to complete a Consolidation Feasibility Study between the City of College Place and the Green Tank Irrigation District.

Public Content

Historical Perspective:

The Green Tank irrigation District serves a pocket of the City between Rose Street, C Street, College Avenue, and Myra Rd. The City was awarded a grant in late 2019 by the State Department of Health to fund a Consolidation Feasibility Study.

Information for Consideration:

The City accepted the Grant from the State Department of Health in November 2019. The City put the project out to bid on December 10th, 2019 with a due date of January 17th, 2020. The City received one response from RH2 Engineers. City staff and Green Tank Irrigation District board members evaluated the proposal and deemed it satisfactory. The City is currently working with RH2 Engineers on the Drinking Water Well Replacement Project for Wells #1 & #2. The project is estimated to take from March until December of 2020. When the study is complete the City and the Green Tank Irrigation District will each evaluate its contents to determine at that time if it makes sense for Green Tank should pursue consolidation with the City. Consolidation would take the will of the voters of the Green Tank Irrigation District.

File Attachments

[Proposal.pdf \(12.583 KB\)](#)

[Res_No_20-004_Green_Tank_Consolidation_Study_Contract.pdf \(110 KB\)](#)

[Contract.pdf \(356 KB\)](#)

Subject :	5.02 AB 20033 - Award Electric Vehicle Charger Installation Contract to Hays Electric - Mr. Rizzitiello
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Feb 11, 2020
Fiscal Impact :	Yes
Dollar Amount :	\$32,962.11
Budgeted :	Yes
Budget Source :	Budgeted \$48,831.30 BARS 594.18.64.15
Recommended Action :	Motion to authorize the Mayor to sign contract with Hays Electric for installation of electric vehicle chargers at the College Place Municipal Complex.

Public Content

Historical Perspective:

The College Place City Council approved the grant agreement with Pacific Power for up to \$48,831.30 in expenditures on November 26th, 2019.

Information for Consideration:

The RFP for the electric vehicle charging stations was opened up on January 7th, 2020 for a closing date of February 4th, 2020. The City received three responses from Walla Walla Electric, Hays Electric, and Cabin Creek Electric. Hays Electric was chosen as the top bidder through staff reviewing and ranking proposals.

File Attachments

[RFP.pdf \(1,795 KB\)](#)

[HaysElectric_Bid.pdf \(305 KB\)](#)

Subject :	5.03 AB 20034 - Lions Park Community Center Lease with College Place Lions Club - Mr. Rizzitiello
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Feb 11, 2020
Fiscal Impact :	No
Recommended Action :	Motion to adopt Resolution No. 20-005 which permits the Mayor to sign the Lease Agreement with the College Place Lions Club for the Community Center Building.

Public Content

Historical Perspective:

The previous lease was enacted in February 2000 via a ten year initial lease, with a ten year option that was exercised to February 2020. This item was reviewed at the February 4th, 2020 City Council Workshop meeting.

Information for Consideration:

The new agreement has updated terminology and reflects existing operations, city code: Examples of changes are as follows:

- New agreement will go five years in duration with five year renewals.
- Agreement spells out that 10% of revenues the Lions Club makes off of renting out space must be used for maintenance and general improvements to facility and surrounding park.
- Reflects utility protocol when City has community events near/at Lions Club Community Center building.
- Should any State tax be enacted that would cover operations of building, Lions Club would pay for it.
- Protects city rights to have events for free at community center.
- Covers the fact it is a community center to satisfy State Recreation Conservation Office criteria.
- A report on operations must be turned in every March 1st.

File Attachments

[Res_No_20-005_Lions_Club_Lease_2020.pdf \(110 KB\)](#)

[Legal_LionsClubLease_2020_RCOAttorneyFinalEdits.pdf \(114 KB\)](#)

[2020-02-10_LionsCommunityCenter_Agreement_HalfSigned.pdf \(334 KB\)](#)

Subject :	5.04 AB 20035 - Acceptance of Pacific Power Blue Sky Grant Award for Solar Array - Mr. Rizzitiello
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Feb 11, 2020
Fiscal Impact :	Yes
Dollar Amount :	\$100,000.00
Budgeted :	Yes
Budget Source :	594.34.63.03 Note: City is working with McKinstry to determine if project can be scaled down to fit economic realities given partial grant funding.
Recommended Action :	Motion to approve Resolution No. 20-006 which authorizes the City Administrator to sign Grant Agreement with Pacific Power for the Blue Sky Grant for up to \$100,000.

Public Content

Historical Perspective:

The City has long attempted to investigate installation of a solar array through pursuing various grants including Pacific Power as well as State of Washington Department of Commerce funding. McKinstry has worked with us to pursue grant funds since Fall of 2018.

Information for Consideration:

The City submitted an application in Fall 2019 for Pacific Power Blue Sky Grant Funding in the amount of \$440,000 to pursue a solar array adjacent to the replacement drinking water well #2 site near the intersection of Maple Avenue and Whitman Drive on city-owned property. The City received word on February 3rd, 2020 that we were awarded \$100,000 in grant funds. The due date to accept grant funds is February 10th, 2020 but we received an extension to February 12th, 2020. McKinstry and the City are investigating the feasibility of scaling down the project to reflect the economic realities since we received partial grant funding. So we don't lose the \$100,000 though we need to execute the grant contract.

File Attachments

[City of College Place Grant Agreement Feb 3 2020.pdf \(471 KB\)](#)

[Res_No_20-006_Blue_Sky_Grant_Acceptance.pdf \(109 KB\)](#)

Subject :	5.05 AB 20036 - Homestead Closeout Stormwater and Groundwater Solution and Indemnity Agreement - Mr. Gordon
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action

Preferred Date :	Feb 11, 2020
Fiscal Impact :	No
Recommended Action :	Motion to authorize Mayor (or City Administrator as designee) to execute the stormwater agreement with Hayden Homes, LLC addressing Homestead Acres Phase 3D stormwater and groundwater systems.

Public Content

Historical Perspective:

The Homestead Acres development was approved in 2007. Stormwater facilities have been installed as a part of each phase; however, groundwater is seasonally much higher than originally observed during preparation of the geotechnical and stormwater reports. Hayden Homes agreed to assume liability for stormwater impacts to the property to the west until a long-term solution was proposed acceptable to the City.

Information for Consideration:

Hayden Homes has proposed a solution for addressing stormwater and high groundwater levels within Phase 3D. The groundwater solution involves the construction of groundwater drain lines across 4th Street and Settlement Street (underdrain system) just west of their intersections with Doans Road which will discharge to the wetlands. This system is connected a series of foundation drains which will also collect groundwater. Ecology has indicated that discharge of groundwater to a wetlands will not require permitting.

The proposed stormwater system receives water from both public streets and the private development and consists of a treatment pond with a series of buried "storm cells" that will allow the metered flow of stormwater back to Doan Creek at predevelopment rates. Our stormwater National Pollution Discharge Elimination Permit (NPDES-Phase II) allows for the discharge of treated stormwater back to water bodies at predevelopment rates.

Under the agreement, the City will own the proposed stormwater system with the homeowner's association responsible for maintenance for this facility as well as the underdrain system and the Veteran's Park dewatering trench. Plans for both systems are still being finalized.

Hayden Homes is currently assuming liability for any impacts of stormwater and groundwater on the property to the west (airport) as part of the January 25, 2017 Indemnity Agreement (Exhibit 3) and has installed an interim system that pumps water back to Doans Creek (Exhibit 2). The city's indemnification by Hayden Homes remains in place under this agreement. Ultimately, the City believes the installation of an enlarged stormwater retention system with gravity-based (non-pumped) discharge to Doans Creek is an appropriate long-term solution.

File Attachments

[20190130.Homestead_Agreement_Modified2Accepted.pdf \(237 KB\)](#)
[20200211.Exhibit_2_Interim_Storm_Agreement.pdf \(133 KB\)](#)
[20170125.Exhibit_3_Hayden_Homes_Indemnity.pdf \(125 KB\)](#)
[Homestead Phase 3 Phases.pdf \(114 KB\)](#)

6. Administrative Reports.

Subject :	6.01 AB 20037 - Regional Fire Authority Study - Chief Winter
Meeting :	Feb 11, 2020 - City Council Meeting

Category :	6. Administrative Reports.
Access :	Public
Type :	Discussion, Information

Public Content

Study report to be presented by Chief Winter.

7. Informational Reports-None.

8. Executive Session-None.

9. Closing Items.

Subject :	9.01 Adjournments
Meeting :	Feb 11, 2020 - City Council Meeting
Category :	9. Closing Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to adjourn the meeting



2/11/2020

City of College Place
625 S. College Ave.
College Place, WA. 99324

**RE: Closeout Stormwater and Groundwater Solution and Indemnity
Agreement Related to Homestead Village Planned Unit Development Phase II
& III**

Dear City of College Place City Council Members,

Good evening, I am Brian Thoreson, Land Development Manager for Hayden Homes in our South Washington Region.

I would like to first start off by thanking the City Council and members of the city staff, specifically Mike Rizzitiello, Robert Gordon, Paul Hartwig, and Jon Rickard for their efforts in helping Hayden Homes through the difficult challenges we've been dealing with at Homestead Village. Without their help we may not be in the same spot we are today.

2019 marked Hayden Homes' thirty-year anniversary. Nearly twenty-five of these years have been spent here in College Place and the Walla Walla Walla Valley building almost seven hundred homes. When we add in Milton-Freewater, the total in the Walla Walla Valley tops nearly eight hundred homes.

My reason for telling you this isn't to brag about how many homes we've built, but rather to inform you that we've been around for thirty years with most of them here in your community. We are invested in this community, and plan to build here for another thirty years and beyond.

Although I can appreciate everything that the city has helped us with, there is still one item in the agreement before you tonight that we disagree with. Number ten of the modified agreement states that "Doans Avenue, Stormwater system and the underdrain system must be fully constructed and operational (and Doans Avenue open to the public) before any building permits on Lots 40-47 and Tracts 1 and 2 of Phase 3D and Phase 3E are issued".

Building Better Communities Since 1989

2464 SW Glacier Place, Suite 110 Redmond, OR 97756 | 1-800-923-6607 | www.Hayden-Homes.com

CCB# OR-172526 | WA-HAYDEHL937BH | ID RCE 29144



During several emails back and forth with Robert Gordon today (February 11, 2020), regarding this exact condition, Mr. Gordon did state that the Phase 3 E portion of this condition can be removed, but the city feels that the ALL improvements including the new revised storm system must be complete prior to issuance of building permits.

Hayden Homes disagrees and feels that we should be allowed to submit and obtain building permits after the lower portion of Doans road is paved. We have proposed to complete the storm system concurrently as the homes are being constructed. Our reasoning for this is weather related. If we have to wait to obtain building permits until after the storm system is complete, we may not be able to start building homes on these lots until September or October. If we were able to obtain building permits after the road is paved, we could obtain permits and start building as early as May or June. The pond improvements cannot start until the pond area has dried out. Last year, the pond didn't fully dry out until August.

Hayden Homes already has a surety in place for the incomplete Homestead Village Phase 3D improvements, and now the city wants to delay Hayden Homes by not issuing building permits until the improvements are complete.

Please consider the surety that is already in place for the incomplete improvements, and the fact that Hayden Homes is a good steward of the communities in which we build and remove condition # ten in its entirety from the agreement in front of you tonight. Or at the very least allow building permits to be submitted and obtained upon the completion of the asphalt paving.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Thoreson".

Brian Thoreson
Land Development Manager
Hayden Homes, LLC

Building Better Communities Since 1989

2464 SW Glacier Place, Suite 110 Redmond, OR 97756 | 1-800-923-6607 | www.Hayden-Homes.com

CCB# OR-172526 | WA-HAYDEHL937BH | ID RCE 29144

City Council Meeting (Tuesday, January 28, 2020)

Generated by Lisa Neissl on Tuesday, January 28, 2020

PRESENT: Mayor Norma L. Hernández
 Council Members Jerry Bobbitt, Michael Cleveland, Marge Nyhagen, Loren Peterson, Melodie Selby, Heather Schermann, Byron Trop

Staff Finance Director, Brian Carleton; Public Works Director, Paul Hartwig;
 City Engineer, Robert Gordon; Police Sgt., Bob Benfield;
 Community Development Director, Jon Rickard;
 City Clerk, Lisa Neissl;

MEMBERS EXCUSED:

MEMBERS ABSENT:

1. Opening Items.Procedural: 1.01 Call To Order**Mayor Hernández called the meeting to order at 7:00 PM.**Procedural: 1.02 Pledge of AllegianceProcedural: 1.03 Moment of Silence for Reflection / Invocation - Any City Employee or Elected Official; delivering the invocation, does so in his/her capacity as a private citizen, and not in his/her official position as a city employee/elected city official.Information: 1.04 Public Comment - Council meetings are primarily structured to permit Council Members to arrive at the decisions necessary to govern the City. Public Comment is the time set aside for Citizens to address the Council regarding items of concern/interest either not appearing on this agenda, or on the consent agenda. If you wish to speak on any such item, this is the time to come forward when the Mayor asks for public comments. Public comments for items listed on the regular agenda may be taken after the staff presentation of the item.

None.

2. Consent Agenda.Action (Consent): 2.01 AB 20016 - Approve AgendaAction (Consent), Minutes: 2.02 AB 20017 - Approve Council Minutes for 1/14/2020Action (Consent), Minutes: 2.03 AB 20018 - Approve Council Minutes for 1/21/2020 - Special MeetingAction (Consent): 2.05 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.**Council Member Schermann requested that Item 2.04, Internal & External Committee Assignments be removed from the consent agenda.****Council Member Schermann made a motion to approve the consent agenda as amended. Second by Council Member Cleveland and the motion passed 7-0.****3. Presentations.** - None.**4. Public Hearings.**Action: 4.01 AB 20020 Hemp Moratorium -

Mr. Rickard gave a brief overview of the Hemp Moratorium passed on December 10th of 2019 and explained the reason for having the public hearing. He explained the work plan adopted by the Moratorium Ordinance to study Hemp growing and production in City Limits. He requested the Mayor hold a Public Hearing. RCW 36.70A.390 requires that the City will conduct a public hearing within 60 days of the adoption of this moratorium and prepare a work program.

Discussion ensued.

Mayor Hernández opened the Public Hearing at 7:06 PM. After three calls for testimony with no one coming forward, Council Member Nyhagen made a motion to close the public hearing at 7:07 PM. Second by Council Member Selby and the motion passed 7-0.

5. Action Items.

Action (Removed from Consent): 2.04 AB 20019 - Internal & External Committee Assignments for FY 2020 -

There was discussion regarding assignments to committees and conflicts with schedules. Discussion ensued.

The Clerk was asked to look into requirements for one committee and the assignments will be brought back at the next regular meeting.

Action: 5.01 AB 20014 - Council Rules Comprehensive Document -

Ms. Neissl briefly reviewed the proposed resolution as presented at the last several meetings. Discussion ensued.

Council Member Cleveland made a motion to approve Resolution 20-003 establishing one comprehensive document for Council Rules. Second by Council Member Schermann and the motion passed 6-0 with Council Member Bobbit abstaining.

Action: 5.02 AB 20021 Test Well No. 2 Drilling Contract - Supplemental Appropriate Request (Amendment #1)-

Mr. Gordon spoke to Council about the need for additional funds for the test Well No. 2 project. He reviewed the proposals that were reviewed by the Public Works Committee and the Chair of that committee, Council Member Selby, gave a review of their meeting. Discussion ensued.

Council Member Peterson made a motion to authorize the Mayor or City Administrator to execute Amendment #1 with Schneider Equipment, Inc. to drill Well No. 6 to 800 feet for an additional \$442,485.09 bringing the full contract amount to \$1,180,014.59 and to authorize additional discretionary expenditure authority of \$226,998.21 for contingencies and costs omitted from the Schneider proposal to be exercised by the Mayor or Administrator. Second by Council Member Selby and, after brief additional discussion, the motion passed 7-0.

Action: 5.03 AB 20022 - Lamperti Overlay Project Award -

Mr. Hartwig reviewed the Lamperti Overlay project and the various aspects of the project. He spoke about the funding of the project and what portions could be paid with Transportation Improvement Board funds, and requested authorization to execute the contract with the low bidder for the base bid and alternate number 2.

Discussion ensued.

Council Member Selby made a motion to authorize the Mayor or City Administrator to execute contract with Don Jackson Excavation for \$273,807.96 plus a 10% contingency for a total project limit of \$301,000 for the Lamperti Overlay and Sidewalk project. Second by Council Member Nyhagen and the motion passed 7-0.

Action: 5.04 AB 20023 - Approve Contract with Anderson-Perry for the design of the Meadowbrook Blvd. Overlay Project -

Mr. Hartwig informed Council that the City has received approval from the Transportation Improvement Board for the design and construction of the Meadowbrook Blvd overlay and sidewalk improvements project. He spoke about the funding of the project and what portions could be paid with Transportation Improvement Board funds, and requested authorization to execute the design contract with the only responsive bidder, Anderson-Perry, Inc.

Discussion ensued.

Council Member Schermann made a motion to authorize the Mayor or City Administrator to execute contract with Anderson-Perry to design the Meadowbrook Blvd Overlay and Sidewalk Project. Second by Council Member Cleveland and the motion passed 7-0.

Action: 5.05 AB 20024 - Authorization to Purchase of New Travel Vehicle to replace Vehicle #202 a 2006 Ford Taurus. -

Mr. Hartwig requested authorization to purchase a new travel vehicle off of state bid to replace an aging 2006 Ford Taurus travel vehicle.
Discussion ensued.

Council Member Trop made a motion to authorize the purchase of a 2020 Jeep Compass for a travel vehicle in the amount of \$29,815.50 and the surplus of Vehicle #202 a 2006 Ford Taurus. Second by Council Member Nyhagen and the motion passed 7-0.

Action: 5.06 AB 20025 - Authorization to Purchase New Pickup to Replace Vehicle #614 1992 GMC -
Mr. Hartwig requested authorization to purchase a new pickup to replace a 1992 flatbed for the water department. He noted the vehicle would come on state bid without a flat bed which would be purchased locally from Don Johnson Trailers at a lower cost than state bid.

Council Member Cleveland made a motion to authorize the purchase of a 2020 Dodge Ram 2500 Pickup for the water department in the amount of \$37,450.52 plus HD flatbed for \$4,110.98, and the surplus of Vehicle #614 a 1992 GMC Pickup. Second by Council Member Schermann and the motion passed 7-0.

Action: 5.07 AB 20026 - Authorization to Purchase new Pickup to Replace Vehicle #508 2006 Chevrolet 1/2 ton -

Mr. Hartwig requested authorization to purchase a pickup to replace a pickup that is beginning to have some mechanical issues.

Council Member Schermann made a motion to authorize the purchase of a 2020 Dodge Ram Pickup for the street department in the amount of \$37,456.02 and the surplus of Vehicle #508 a 2006 Chevrolet 1/2-ton Pickup. Second by Council Member Cleveland and, after some additional discussion, the motion passed 7-0.

Action: 5.08 AB 20027 Authorization to execute contract to evaluate WWTP farm land application -
Mr. Hartwig requested authorization to execute a contract with Jacobs to evaluate the farm ground around the treatment plant. He noted that this is a process needed prior to being able to have Jacobs take over the management of the farm land.
Discussion ensued.

Council Member Peterson made a motion to authorize the Mayor or City Administrator to execute contract with Jacobs to evaluate the Wastewater Treatment Plant farm for land application of effluent for a total of \$32,000. Second by Council Member Nyhagen and the motion passed 7-0.

6. Administrative Reports - None.

7. Informational Reports. The following reports were included in the packet for review:

Information: 7.01 CPPD Monthly Report

Information: 7.02 Public Works/Water Department Monthly Report

8. Executive Session - None.

9. Closing Items.

Action: 9.01 Adjournments

Council Member Selby made a motion to adjourn the meeting at 8:00 PM. Second by Council Member Trop and the motion passed 7-0.

Approved:

Norma L. Hernández – Mayor

Attest:

Lisa R. Neissl – City Clerk

The foregoing minutes are the official record of the City Council meeting that occurred January 28, 2020. Further detail may be obtained by reviewing the actual audio recording made during this session.

DRAFT

City Council Workshop (Tuesday, February 4, 2020)

Generated by Lisa Neissl on Tuesday, February 4, 2020

PRESENT: Mayor Norma L. Hernández
Council Members Michael Cleveland, Loren Peterson (left at 7:36 PM), Melodie Selby, Heather Schermann, Byron Trop

City Attorney Rea Culwell (Arrived at 6:50 PM)

Staff Administrator, Mike Rizzitiello; Finance Director, Brian Carleton; Fire Chief, David Winter; City Clerk, Lisa Neissl;

MEMBERS EXCUSED: Marge Nyhagen

MEMBERS ABSENT: Jerry Bobbitt

1. Opening Items.**Mayor Hernández called the workshop to order at 5:30 PM.**

Procedural: 1.01 Pledge of Allegiance

2. Workshop Topics.Procedural: 2.01 Drill Tower Presentation

Fire District 4 Chief, Rocky Eastman spoke to Council about the need to renovate the drill tower that all three local agencies use. The three agencies (Fire District 4, City of Walla Walla Fire, and College Place Fire) would like to share costs of the proposed drill ground. District 4 would pay the initial costs with the other two agencies paying back their share over a three to five-year period. He then introduced Captain John Knowles of the Walla Walla City Fire Department who gave a presentation on the training requirements all departments must meet as well as how those needs are met now compared to what the proposed drill ground could provide.

Discussion ensued.

Discussion, Information, Procedural: 2.02 Indigent Defense Contract Addendum -

Ms. Rachel Cortez spoke to Council about her request for an increase in the compensation for indigent defense services. She noted the increase in case load and the rate contracted with the conflict defense attorney.

Council Members asked questions.

Council asked that she bring back more information to show the numbers to back up her request for an increase with such a large discrepancy over what she is currently paid and what the comparable cities pay their contracted indigent defense attorneys.

Discussion, Information, Procedural: 2.03 FY 2020 Legislative Session Update -

Mr. Rizzitiello gave an overview of the current legislative session and his trip to Olympia for AWC City Action Days. He noted transportation resources may be effected by the passing of I-976. He encouraged members to reach out to the Governor and Dept. of Transportation regarding the need to move forward with phase 7 of the Hwy 12 project. He noted several bills to watch regarding programs that could positively impact development incentives.

Discussion ensued.

Discussion, Information, Procedural: 2.04 Lions Park Community Center Lease with College Place Lions Club -

Mr. Rizzitiello reviewed a proposed lease with the College Place Lions Club for the building at Lions Park. Their previous 20-year lease ends at the end of this month. He noted the differences between the new agreement and the old one, specifically the length of time changing to five-year increments.

Discussion ensued.

Discussion, Information, Procedural: 2.05 City Council Training

Mr. Rizzitiello shared a presentation that was given at the Washington City/County Management Association on council rules. He reviewed the OPMA, PRA, and recent changes to the PRA from legislation passed in 2017. He then continued into the first part of a discussion on Finance & Budget which will be continued at an upcoming workshop. Discussion ensued.

Mayor Hernández adjourned the meeting at 7:48 PM.

Approved:

Norma L. Hernández – Mayor

Attest:

Lisa R. Neissl – City Clerk

The foregoing minutes are the official record of the City Council workshop that occurred February 4, 2020. Further detail may be obtained by reviewing the actual audio recording made during this session.

CITY OF COLLEGE PLACE
2020 COMMITTEE ASSIGNMENTS
EXTERNAL COMMITTEES / COMMISSIONS

BENTON-FRANKLIN / WALLA WALLA REGIONAL COUNCIL (RTPO)

Public Works Director – Paul Hartwig – Technical Advisory Committee (TAC)
City Engineer – Robert Gordon – Alternate TAC

BLUE MOUNTAIN ACTION COUNCIL

Council Position 4 – Loren Peterson

CHAMBER OF COMMERCE (WALLA WALLA VALLEY)

City Administrator – Michael Rizzitiello

COUNCIL ON HOUSING

City Administrator – Michael Rizzitiello

EMERGENCY MANAGEMENT EXECUTIVE COMMITTEE

Mayor – Norma Hernández
City Administrator – Michael Rizzitiello

EMERGENCY MEDICAL SERVICES / TRAUMA CARE COUNCIL

Fire Chief – David Winter

GOOD ROADS AND TRANSPORTATION ASSOCIATION (LOCAL & STATE)

Council Position 6 – Heather Schermann

LEOFF

Council Position 4 – Loren Peterson

PORT OF WALLA WALLA ECONOMIC “ADVISORY” COMMITTEE

Council Position 4 – Loren Peterson	City Administrator – Michael Rizzitiello
Council Position 6 – Heather Schermann	Mayor – Norma Hernández

REGIONAL BICYCLE COMMITTEE

Council Position 2 – Michael Cleveland	Planning Director – Jon Rickard
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SOLID WASTE ADVISORY COMMITTEE (SWAC)

Council Position 7 – Byron Trop	Public Works Director – Paul Hartwig
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VALLEY TRANSIT BOARD

Council Position 6 – Heather Schermann	Mayor – Norma Hernández
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WALLA WALLA VALLEY METROPOLITAN PLANNING ORGANIZATION (MPO)

City Administrator – Michael Rizzitiello – Policy Advisory Committee (PAC)
Mayor – Norma Hernández – Alternate PAC
Public Works Director – Paul Hartwig – Technical Advisory Committee (TAC)
City Engineer – Robert Gordon – Alternate TAC

CITY OF COLLEGE PLACE
2020 COMMITTEE ASSIGNMENTS
INTERNAL COMMITTEES / COMMISSIONS

CIVIL SERVICE

Position 1 – Karen Scott
Position 3 – JoAnn Wiggins
Position 2 – Vacant
Staff Support – Human Resources – Shawn Doering

ECONOMIC DEVELOPMENT, TOURISM, AND EVENTS COMMISSION (EDTEC)

REGULAR MEMBERS:

Pacific Power – Bill Clemons
Columbia REA – Doug Case/Dan Andrews
Jennifer Fuchs - Realtor
Andy's Market – Jeff Lambert
Roger's Bakery – Kelli Leen

EX-OFFICIO MEMBER:

Walla Walla Valley Chamber of Commerce Executive Director (or his/her designee) – Current Designee – Kyle Tarbet

ADVISORY MEMBERS (NON-VOTING)

City Administrator – Michael Rizzitiello
Member & **Staff Support** – City Clerk – Lisa Neissl

FINANCE

Council Position 4, Chair – Loren Peterson
Council Position 7 – Byron Trop
City Administrator – Michael Rizzitiello
Staff Support – Deputy FD/HR – DaShari Cinnamon
Council Position 1 – Jerry Bobbitt
Mayor – Norma Hernández
Finance Director – Brian Carleton

HISTORIC PRESERVATION COMMITTEE

Stanley Green
Edward Kontz
Terry Gottschall
Mike Denny
Gary Petersen
Staff Support – Community Development Director – Jon Rickard & CD Admin Assistant

LODGING TAX ADVISORY COMMITTEE (LTAC)

Council Position 7, Chair – Byron Trop
Position 2 – Ron Williams – Visit Walla Walla
Position 4 – Dr. Cheris Current – Vacation Rental Properties
Position 1 – Steve Owens – WW Valley Chamber
Position 3 – Kristen Taylor – WWU Guest Rooms
Staff Support – City Clerk – Lisa Neissl

PARKS, ARBOR, AND RECREATION BOARD (PAR)

Randy Grant – Chair
Jim Fry
Tito Espinoza
Lafe Bissell
Erin Hutchinson
Advisory Member – City Administrator – Michael Rizzitiello
Staff Support – Deputy City Clerk – Carolyn Holm

CITY OF COLLEGE PLACE
2020 COMMITTEE ASSIGNMENTS
INTERNAL COMMITTEES / COMMISSIONS - continued

PERSONNEL

Council Position 5, Chair – Melodie Selby Council Position 7 – Byron Trop
Mayor – Norma Hernández Human Resources – Shawn Doering
Staff Support – Deputy FD/HR – DaShari Cinnamon

PLANNING COMMISSION

Wrandoll Brenes-Morua Eileen Davis
Scott Duncan Ken Louderback
Dennis Olson Monte Puymon - Chair
Brian Roth Advisory Member – Planning Director – Jon Rickard
Staff Support – Community Development Admin Assistant – TBD

PUBLIC SAFETY

Council Position 5, Chair – Melodie Selby Council Position 1 – Jerry Bobbitt
Council Position 2 – Michael Cleveland Mayor – Norma Hernández
City Administrator – Michael Rizzitiello Police Chief – Troy Tomaras
Fire Chief – David Winter
Staff Support – PD Records Supervisor – Marianne Barr

PUBLIC WORKS

Council Position 5, Chair – Melodie Selby Council Position 1 – Jerry Bobbitt
Council Position 4 – Loren Peterson Mayor – Norma Hernández
City Administrator – Michael Rizzitiello City Engineer – Robert Gordon
Public Works Director – Paul Hartwig
Staff Support – Deputy City Clerk – Carolyn Holm

RESERVE OFFICER BOARD

Mayor – Norma Hernández Council Position 3 – Marge Nyhagen
Police Chief – Troy Tomaras Reserve Officer – George Bennett
Member & **Staff Support** – City Clerk – Lisa Neissl

SAFETY COMMITTEE

Shawn Doering DaShari Cinnamon Paul Hartwig
Dennis Anderson Rob Endsley John Boose - Vice
Ron Nordman Carolyn Holm - Chair
Member & **Staff Support** – PD Records Clerk - Brielle Brink - Secretary

UTILITY AND TRANSPORTATION ADVISORY COMMISSION

George Bennett (WWU) – Chair Jeff Warshauer
Ruthell Martinez Nadine Stecklein
Byron Trop Advisory Member – City Engineer – Robert Gordon
Staff Support – Deputy City Clerk – Carolyn Holm

CITY OF COLLEGE PLACE
2020 COMMITTEE ASSIGNMENTS

INTERNAL COMMITTEES / COMMISSIONS - continued

VOLUNTEER FIREMAN'S BOARD

Council Position 3, Chair – Marge Nyhagen Mayor – Norma Hernández
Fire Chief – David Winter
Member & **Staff Support** – City Clerk – Lisa Neissl

WELLNESS COMMITTEE

HR Manager – Shawn Doering Deputy City Clerk – Carolyn Holm
Public Wks Rep – Randy Reese PD Rep – Marianne Barr
FD Rep – Charlie Drury
Member & **Staff Support** – Deputy FD/HR – DaShari Cinnamon

YOUTH ADVISORY COMMITTEE

Position 1, CPHS – Samantha Valladares Position 2, CPHS – Tiana Tran
Position 3, WWVA – Eli Stanciu Jr. Position 4, WWVA – Ethan Jansen
Position 5, WWU – Eric Welch Position 6, WWU – Juliana Hoffman
Advisory – City Administrator – Michael Rizzitiello
Advisory & **Staff Support** – Deputy City Clerk – Carolyn Holm

COUNCIL POSITION / NUMBER OF ASSIGNMENTS

Position 1 – 3	Position 2 – 2	Position 3 – 2	Position 4 – 5
Position 5 – 4	Position 6 – 3	Position 7 – 4	

Confirmed by the City Council of the City of College Place, Washington, this 11th day of February, 2020.

Attest:

Norma Hernández, Mayor

Lisa R. Neissl, City Clerk

**WALLA WALLA COUNTY
INTERAGENCY AGREEMENT FOR EMERGENCY MEDICAL SERVICE
2020**

AN AGREEMENT by which the **CITY OF COLLEGE PLACE**, a municipal corporation, hereinafter referred to as CITY, agrees to provide certain emergency medical services to Walla Walla County, a municipal corporation, hereinafter referred to as COUNTY, in accordance with the provisions of the Interlocal Cooperation Act, RCW 39.34.

WHEREAS, the Walla Walla County Commissioners recognize the need for a comprehensive emergency medical services program in Walla Walla County, and

WHEREAS, the County of Walla Walla has no full time Fire Department or Emergency Medical Services staff, and

WHEREAS, the City of College Place through the utilization of its resources is equipped to operate and administer Emergency Medical Services as defined by RCW 18.73.030(10), and

WHEREAS, the parties hereto recognize the advantages to be gained from the establishment of a single integrated comprehensive Emergency Medical Services Program, and the County has the authority pursuant to RCW 36.01.095 to establish such a system, Now, Therefore, the parties agree as follows:

WITNESSETH:

1. The City agrees to provide emergency medical services for the term of this agreement and in so doing shall provide all personnel and equipment required for such service. In connection therewith, the City further agrees to provide sufficient qualified personnel and equipment to operate such emergency medical care services twenty-four (24) hours every day. The area to be served by the City's emergency medical services is within the City boundaries of College Place. This agreement does not preclude contracting with a provider for these services so long as the provider complies with Department of Health regulations.
2. **The County shall pay to the City the annual sum of Three Hundred Fifty-Nine Thousand Five Hundred Nine Dollars (\$359,509) to be used only for provision of emergency medical care or emergency medical services under this agreement, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles, and structures needed for the provision of emergency medical care or emergency medical services pursuant to RCW 84.52.069(5). Distribution by the Walla Walla County Treasurer's Office shall be made at least every two months with the distribution method determined by the County Treasurer.**
3. The City agrees to provide said services Twenty-four (24) hours per day, Seven (7) days per week. When said service is required and dispatched, the City's operator of such service shall be ready to respond to such assignment, provided, however, that should the operator be temporarily unable to provide services because of conditions beyond its control, including but not limited to illness or other disability of operator's employees or failure as to operator's vehicles or equipment, the dispatcher shall be immediately notified to that effect and shall also be notified

when the operator is once again able to respond to emergency calls. Persistent and repeated failure by the City's operator to notify the dispatcher of unavailability shall be deemed just cause for immediate cancellation of this contract by Walla Walla County without the necessity of providing the notice specified.

4. The City, its employees, and contract providers shall comply with all applicable State and Federal laws and ordinances relating to the operation of emergency medical services.
5. The City agrees to save and hold the County harmless from any and all causes of action, judgments, claims, or demands, or from any liability of any nature rising out of omissions of the City's employees or agents; and, the County, likewise, agrees to save and hold the City harmless from any and all causes of action, judgments, claims, or demands, or from any liability of any nature rising out of the exercise of this agreement due to the acts or omissions of the County's employees or agents.
6. This contract shall be in effect from January 1, 2020 to December 31, 2020, provided, however that each party shall have the option to terminate the contract by giving the other party Sixty (60) days advanced written notice thereof. Funds payable by the County to the City shall be prorated for the term remaining in the contract.
7. In the event a new contract is not executed by January 1, 2021, and the parties continue to cooperate in this program, this agreement shall be deemed to continue from month to month until written notice of termination is given, as outlined above.
8. Any modification to this agreement shall be made by both parties in writing.
9. The County shall have the right, at all times, to inspect and review the records maintained by the City and the County Auditor of expenditures by the City of sums received by it under this agreement, in order to comply with any requirements made of the County by the State Auditor, and for any other purposes deemed necessary.
10. The City has no authority, as agent or otherwise, to bind the County to any legal obligation with any other entity, and the City and its employees and agents are independent contractors as to the County and are not the agents or employees of the County.
11. If sufficient funds are not received by the County from EMS tax revenues for payment under this agreement for any fiscal period, the County will prorate and distribute available funds. The Department of EMS shall have priority for the budgeted amount for the year and remaining available funds will be distributed to EMS agencies. No penalty or expense shall accrue to the County in the event this provision applies.
12. All collected back taxes will be distributed to the agency at the next scheduled distribution date.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day
of _____, 2020.

CITY OF COLLEGE PLACE

**WALLA WALLA COUNTY
BOARD OF COMMISSIONERS**

Mayor

Chairman

Attest:

Commissioner

City Clerk

Commissioner

Approved as to form:

Attest:

College Place City Attorney

Clerk of Board

Approved as to form:

Prosecuting Attorney

CITY OF COLLEGE PLACE



Proposal for the City of College Place

Consolidation Feasibility Study

January 2020

RICHLAND

114 Columbia Point Drive
Suite C
Richland, WA 99352

P: 509.946.5181
www.rh2.com





Dear Mr. Rizzitiello,

Thank you for considering RH2 Engineering for the City of College Place's (City) Consolidation Feasibility Study with Green Tank Irrigation District No. 11 (Green Tank). We are prepared to meet and exceed your expectations within the timelines and other constraints required. Our 42 years of experience assessing water infrastructure throughout Washington, combined with a recent history of successfully delivering water system plans, amendments, and construction projects for the City, makes us an excellent candidate to complete this project. As the firm who has updated and populated your water system model as part of past water system planning efforts and currently as part of the 2020 Water System Plan update, we can most effectively assess the impacts, pros, and cons to both the City and Green Tank related to consolidating the two systems. Water resource engineering is a cornerstone of our work, and we are confident that our experience will benefit your team and contribute to the success of this project.

As you are aware, RH2 is a full-service consulting firm, specializing in public infrastructure engineering for municipal clients throughout Washington and Oregon for 42 years. Our experience includes planning, design, and assessments of the remaining useful life of infrastructure for water supply, distribution, and the associated treatment, pumping, and storage facilities. Our staff of more than 100 professionals includes the needed civil engineering disciplines and expertise, as well as water rights, environmental, geotechnical, structural, electrical, instrumentation and control, and hydraulic analysis to support the capital improvements recommended in the study.

Our team is excited about the opportunity to continue working with you and believe that our in-house team of professionals can provide you with unique solutions, high-quality services, and excellent value and return on your investment. We look forward to talking with you more in depth about how RH2 can help you find cost-effective, successful solutions. If you have any questions, or need additional information, feel free to contact me at 509.392.6503 or rwithers@rh2.com.

Sincerely and on behalf of our entire team,

A handwritten signature in black ink, appearing to read "Ryan Withers", written in a cursive style.

Ryan Withers PE

Project Manager
509.392.6503
rwithers@rh2.com

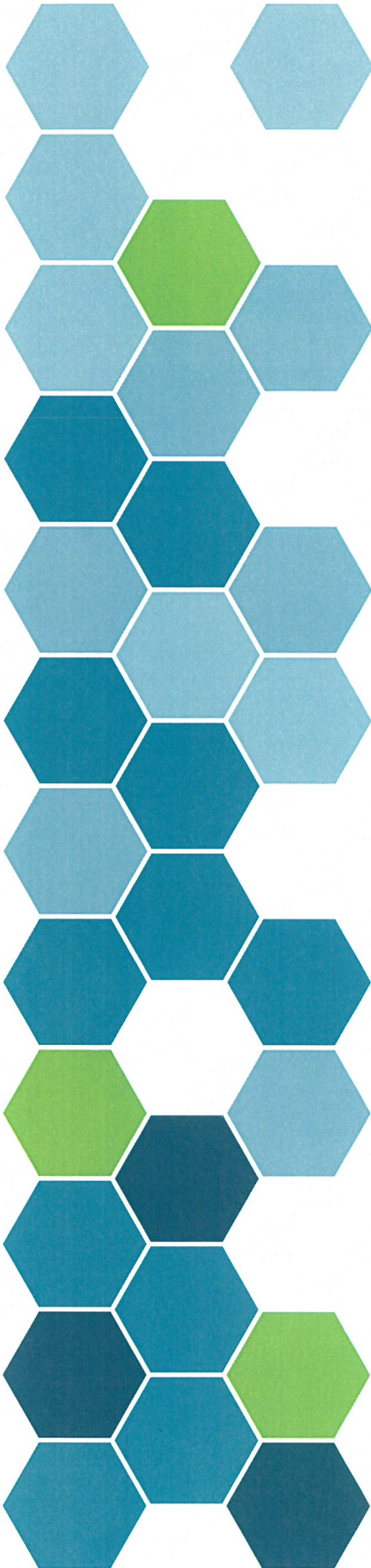


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Firm Information

Founded in 1978, RH2 is an innovative, full-service engineering firm specializing in public infrastructure related projects. Today, we have more than 100 professionals in eight offices throughout Oregon and Washington.



Our diverse skill set, together with our medium size, enables us to effectively adapt to the unique needs of our clients, while offering the advanced capabilities necessary to design and manage complex projects. Our staff includes licensed experts in: civil, mechanical, electrical, chemical, and structural engineering; geology, hydrogeology, and geotechnical engineering; SCADA and control system design and integration; water rights, wetlands delineation, environmental assessments, and permitting. RH2 is unique for a firm of our size in that we offer an extremely diverse and expansive team of engineering and science professionals who can provide the full range of services required for a typical municipal project or client. This allows us to deliver most projects without the added cost or external coordination of multiple subconsultants. We can quickly react to changes in scope or field conditions because our in-house technical experts can respond themselves.

Scope of Capabilities

Municipal Engineering

- Conceptual Design and Master Planning
- Site Development and Analysis
- Peer Review and Value Engineering
- CIP Planning and Estimating
- Interagency Coordination and Permitting
- Construction Contract Administration and Observation

Utility and Transportation Engineering

- Water, Sewer, and Storm Treatment, Pumping, Storage, and Pipelines
- Infrastructure Rehabilitation and Replacement Review
- Stormwater Engineering and Reports
- Utility Master Planning
- Hydraulic/Hydrological Modeling
- Emergency and Seismic Resiliency Planning
- Source Development and Water Rights
- Road, Bridge, and Trail Design
- Signal and Illumination Design
- Traffic Studies

Structural Engineering

- Structural Design and Review
- Seismic Evaluation and Retrofit

Electrical and Control

- Telemetry and SCADA Services
- HMI and PLC Programming
- Control System Design and Implementation
- Electrical and Standby Power Supply

Environmental and Geologic Services

- Geologic and Hydrologic Services
- Dewatering and Infiltration Analysis
- Stream/Habitat Restoration
- Wetland Delineation and Biological Assessments
- Stormwater Reports and Facility Design
- Permitting

Specialty Services

- Hydrant Flow Testing
- Condition Assessment and Asset Management
- Energy Efficiency and Vibration Analysis
- Corrosion Engineering and Cathodic Protection
- 3D Design and GIS

Team Information



RH2's team of highly qualified professionals not only specialize in water utility infrastructure and municipal engineering, but also have a reputation for excellence. We have an impressive history of successfully completing projects on time and within budget, and are committed to providing you with an expert team with exceptional communication skills. Over the years, our team has learned to find the right balance between documentation, communication, and decision making. We understand when to involve the client, how to make supportable decisions without delaying the design process, how to provide documentation without losing efficiency and organization, and how to focus on technical and complicated issues while maintaining a thorough and comprehensive design experience.

The following illustrates the organization of our team and the key personnel who are available to assist with this project, as well as a short summary for each staff member. Full resumes are included in the following pages.

City of College Place

Ryan Withers PE: Project Manager

Paul Cross PE: Principal-in-Charge

Andy Dunn LG, LHG, CWRE: Water Rights Assistance

Joe Lawrence EIT*: Engineering Support

Ryan Withers PE | #49550 | Project Manager

Ryan is a water system planning, design, analysis, and hydraulic modeling expert in the Richland office. He specializes in identifying efficient and effective solutions to resolve deficiencies or to optimize operational controls for water purveyors. He has been the Project Manager and/or WSP lead for 16 different water system plans for purveyors within Washington state.

Paul Cross PE | #22808 | Principal-in-Charge

Paul is RH2's Executive Vice President and the Southeast Washington Regional Manager in the Richland office. His effective communication skills, knowledge of regulatory and local issues, and ability to address challenges provide sound leadership and direction for the projects he oversees.

Andy Dunn LG, LHG, CWRE | #822/#0001 | Water Rights Assistance

As a water rights expert and hydrogeologist in the Bothell office, Andy assists RH2's clients with water rights analyses, water right processing, reclaimed water permitting, and water supply planning. He has assisted with nearly 20 different WSP update efforts, and throughout his career has evaluated water rights for more than 100 water systems.

Joe Lawrence EIT | #36933 | Engineering Support

Joe provides engineering services support from the Richland office. His knowledge and experience in GIS and hydraulic analyses make him a valuable asset to our team.

*EIT resume will be provided upon request.



Ryan Withers ^{PE}

Project Manager



Ryan is a water system design, analysis, and hydraulic modeling expert. He specializes in identifying efficient and effective solutions to resolve deficiencies or to optimize operational controls for water purveyors. His experience at RH2 has been focused on water and sewer system analysis and planning.

Ryan has extensive experience modeling water systems using WaterGEMS, WaterCAD, InfoWater, H2ONet Analyzer, and EPANet. He has assisted with the development of many water system plans. He has significant experience optimizing booster pump station set points to reduce energy consumption, consolidating existing pressure zones, determining the hydraulically optimal location for proposed reservoirs, and selecting pumps.

Ryan has also designed and provided construction observation for gravity sewer projects, including ULID replacements, trenchless rehabilitation, developer extensions, and trunk lines. His projects have included alternative analyses for efficiently maximizing service basin areas, coordinating the formation of ULIDs, maintaining continuous sewer service to customers during sewer main and lateral replacements, and cost allocation strategies. Additionally, Ryan has extensive experience preparing construction plans and specifications for gravity sewer construction.

Representative Project Experience

- Comprehensive Water System Plans: Cities of Arlington, College Place, Kennewick, Kent, Kirkland, Lynden, Marysville, Richland, Snohomish, Stanwood, and Sultan. Crescent Bar Water System, Crystal Mountain Inc., Priest Rapids Water System, Spanaway Water Company, and Wanapum Water System
- Ongoing Hydraulic Modeling Services: Cities of Arlington, Black Diamond, Kennewick, Kent, Kirkland, Marysville, Richland, Snohomish, and Sultan, and Nob Hill Water Association
- Red Mountain LID South Project, Kennewick Irrigation District
- On-Call Engineering Services, Grant County PUD
- Municipal Water System Control Optimization Feasibility Study, Bonneville Power Administration
- General Engineering Services, Valley View Sewer District
- East Side Booster Pump Station, City of Pasco
- Minnesota Reservoir, Nob Hill Water Association
- Comprehensive Sewer System Plan, City of Stanwood
- Butterfield Water Treatment Plant Traveling Screens, City of Pasco
- On-Call Hydraulic Modeling, City of Bellevue
- Regional Water Supply Feasibility Study, City of Richland
- Klamath Project Comprehensive Agricultural Power Plan, CDM Federal Programs Corp.
- Water and Sewer General Services, City of Sultan

Education

BS Civil Engineering
Washington State
University 2007

Licenses

Professional Engineer
49550 (WA)
90558PE (OR)

Affiliations

American Water
Works Association

Experience

12 years of experience
12 years at RH2



Paul Cross ^{PE}

Principal-in-Charge



Paul is RH2's Executive Vice President and the Southeast Washington Regional Manager in the Richland office. He is highly experienced with water system planning, hydraulic modeling, and engineering design. His background includes preparation of many water system plans, as well as comprehensive sewer and irrigation system plans, capital facility plans, and project reports.

Paul has managed planning, design, and contract administration for municipal water, sewer, irrigation, water quality, and watershed projects in Eastern Washington for more than 25 years. As a professional engineer, a Certified Water Distribution Manager IV, a Certified Water Treatment Plant Operator III, and a Certified Water Right Examiner, Paul can bring operators, treatment experts, and engineers together in a way that is beneficial for everyone involved. His effective communication skills, knowledge of regulatory and local issues, and ability to address challenges provide sound leadership and direction for the projects he manages.

Beyond water system plan development, Paul's experience includes development of hydraulic models and system analysis; design of utility systems; contract administration and management; design of intersections and roads; formation of utility local improvement districts (ULIDs); and loan and grant preparation and administration. He has also directed several water quality assessments and plans and participated on water quality advisory committees.

Representative Project Experience

- Red Mountain LID South Project, Kennewick Irrigation District
- Comprehensive Water System Plan, City of Richland
- Thompson Hill Reservoir and Booster Pump Station, City of Kennewick
- WRIA 47 Watershed Planning Phase 2 Water Quantity and Water, Chelan County Natural Resources Department
- Water System Comprehensive Plan Update, City of Kennewick
- Klamath Project Comprehensive Agricultural Power Plan, CDM Federal Programs Corp.
- Esquatzel Pumping Plant Design, South Columbia Basin Irrigation District
- Butterfield Water Treatment Plant Traveling Screens, City of Pasco
- Minnesota Reservoir, Nob Hill Water Association
- Comprehensive Water System Plan, City of College Place
- Regional Water Supply Feasibility Study, City of Richland
- Lake Chelan WRIA 47 Water Rights Processing, Chelan County Natural Resources Department
- Comprehensive Water System Plan Update, City of College Place
- Feasibility Study of the PE41.2, South Columbia Basin Irrigation District
- Professional Engineering Services, Whatcom County PUD
- Hydraulic Model Maintenance and Developer Extension Reviews, City of Richland
- East Side Booster Pump Station, City of Pasco

Education

BS Civil Engineering
University of Washington
1981

Licenses

Professional Engineer
22808 (WA)
81291PE (OR)
P-14468 (ID)

Operator WDM-4 and
WTPO-3
State of Washington

Certifications

Certified Water
Right Examiner
81291CWRE (OR)

Affiliations

American Water
Works Association

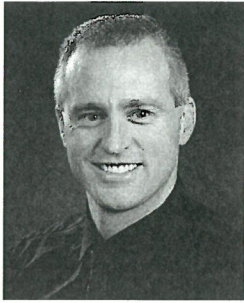
American Society
of Civil Engineers

US Committee on Irrigation
and Drainage

Washington State Water
Resource Association

Experience

39 years of experience
13 years at RH2



Andy Dunn

LG, LHG, CWRE

Water Rights Assistance



Andy is a hydrogeologist and water rights expert at RH2. He assists our clients with water rights analyses, water right processing, reclaimed water permitting, water supply planning and development, aquifer testing and analysis, water system planning, technical document review and critique, and hydrologic/hydrogeologic testing and field measurements.

Prior to joining RH2, Andy served as a Section Manager and a hydrogeologist/permit writer for the Washington State Department of Ecology's Water Resources Program in the Northwest Regional Office. His background and excellent working relationship with Ecology's staff gives him unique insight, allowing him to advise clients on the pathways to success that will be viewed most favorably by Ecology and stakeholders.

Andy enjoys participating in all stages of a project, including collecting background information, brainstorming potential solutions, interfacing with clients and regulatory agencies, participating in data collection, performing data analysis, and communicating the results.

Representative Project Experience

- Historic Brewery Wellfield Infrastructure Evaluation, Cities of Tumwater, Olympia, and Lacey
- County Coordinated Water System Plan Update, Whatcom County PUD
- Water Resources Cost Reimbursement Consultant Services, Department of Ecology
- Water Rights Assistance, Grant County PUD, Port of Seattle (Cardno GS, Inc.), and Stevens Pass, Inc.
- Water System Plan Updates, Cities of Kennewick, Richland, Marysville, College Place, and Eatonville, Crystal Mountain, Inc., Manchester Water District, Grant PUD, and Zirkle Fruit Company
- Water Resource Management Study, Kennewick Irrigation District
- Certified Water Rights Examiner Services, Peterson & Marquis, Cascadia Law Group, and Port of Seattle (Cardno GS, Inc.)
- Water Supply Operational Strategy, City of Marysville
- Irrigation Water Rights Assistance, David Stevens, Golden West Farms Inc., and Manson Growers
- East Orcas Water Balance Report Finalization, San Juan County
- Water Right Extent and Validity Assessments, Snoqualmie Valley Watershed Improvement District, Clarke Law, David Stevens, and Cascadia Law Group
- Well Aquifer Testing, City of Fife, City of Stanwood, and Pete's Mountain Water Company
- Hydrogeologic Water Right Assessment—Yakama Nation M.R. Sampson Coho Facility, McCormick Water Strategies
- Water Rights Summary Report, Sun Pocket Farms, Inc.

Education

MS Hydrology
New Mexico Institute of
Mining and Technology
2001

BS Geology
Environmental and
Engineering Concentration,
Chemistry Minor
Western Washington
University 1997

Licenses

Hydrogeologist
Geologist
822 (WA)

Certifications

Certified Water
Right Examiner
0001 (WA)

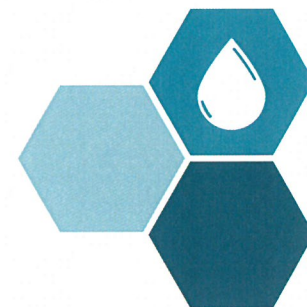
Affiliations

American Water
Resources Association

Experience

23 years of experience
10 years at RH2

Relevant Experience



We have successfully assisted clients in all phases of water system improvement projects, from initial planning and design, through construction and startup and including water system assumption and consolidation studies. Our experience and understanding of the short-and long-term needs and goals of water systems allows us to deliver efficient and resilient projects of varying complexity, ranging from small pipe improvements, to new facility design, and complete water system upgrades.

Consolidation Study

Chelan River-Isenhardt Water System and the City of Chelan

Key Elements:

- Water System Planning
- Water Main Design
- Reservoir Design
- Public Outreach
- State Funds
- Fire Booster Pump Station Design

Client Contact

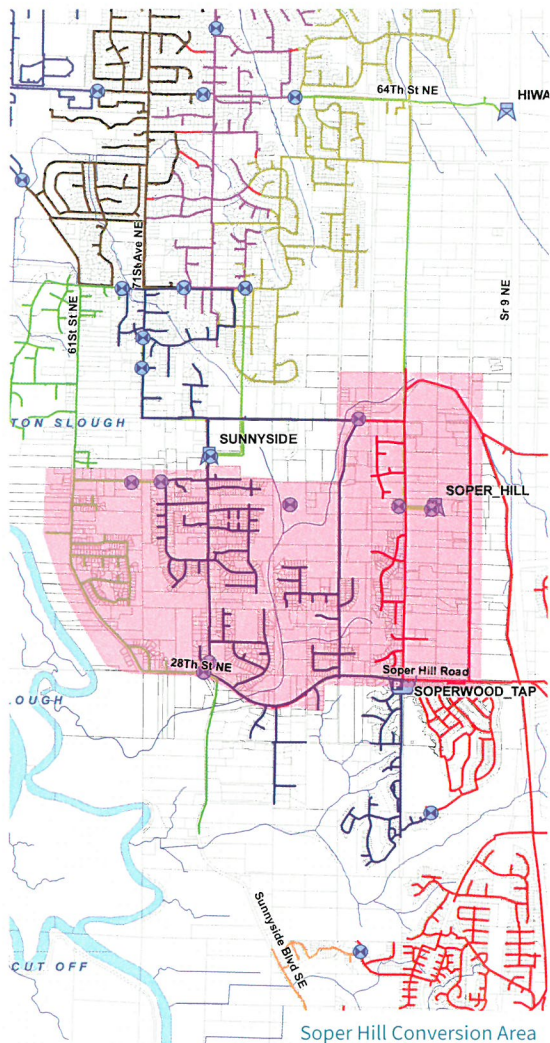
Jim Tally, Chairman of the Board
Chelan River-Isenhardt Irrigation District
509.682.4014

The Chelan River-Isenhardt Water System (CRI) began as a combined irrigation and potable water system that served lands that were originally east of the City of Chelan (Chelan) corporate limits. The joint system pumped raw water from the Chelan River very near its inlet out of Lake Chelan to the service areas of two irrigation districts, Chelan River Irrigation District and the Isenhardt Irrigation District. The cold, clear water was consumed without disinfection for many years.

As small drinking water systems became regulated, CRI was forced to install a separate system for potable water and to begin chlorine disinfection. RH2 Engineering (RH2) successfully applied for grants and loans to create storage reservoirs for the system together with a distribution system and Fire Booster Pump station that would meet the City development standards and to match the City pressure zones. In the early 1990's, the Washington State Department of Health began to enforce the Safe Drinking Water Act for systems like CRI. CRI could not affordably install a treatment system to meet the surface water standards.

Negotiations with the City began after CRI obtained approval of CRI's Water System Plan (WSP) prepared by RH2. The WSP was written to consider how the system would operate with a new source from the City Water Treatment Plant (WTP). Modeling identified additional capital improvements necessary to connect the systems and assisted in converting the CRI water rights to municipal. CRI and the City then agreed to hire RH2 to prepare a consolidation study to determine how to move CRI customers into the City rate structure for both customers currently within the City limits and those outside that was most equitable.

Key to approval of the concept by the CRI Board and the City Council were an equitable segregation of CRI assets appurtenant to the irrigation system and domestic system, followed by a subsequent plan to transfer assets, capital debt and cash balances to the City. RH2 was able to develop a credible value of several intangible assets including water rights and other operational benefits to the City that swayed the City Council. The final hurdle was to obtain approval from the CRI customers. RH2 held a series of open house meetings with CRI customers explaining the pros and cons of becoming City customers, culminating in overwhelming approval during a special election.



Soper Hill Assumption Study

City of Marysville

Key Elements:

- Water System Planning
- Water System Modeling
- Coordination between City and PUD Staff

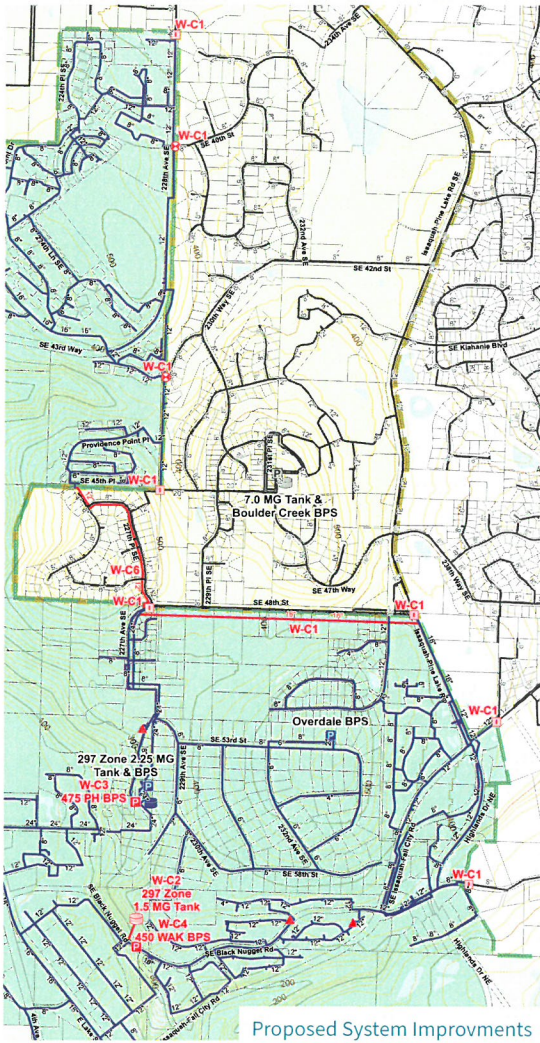
The City of Marysville (City) desired to implement the recommended improvements described in the 2009 Comprehensive Water System Plan (WSP) to provide water service in the southeast portion of its City limits and the urban growth area (UGA), in an area known as Soper Hill. This area had been previously supplied by the Snohomish County PUD (PUD). A 2003 agreement between the City and PUD describes the transfer of ownership of PUD facilities to the City in areas that are within the City's corporate boundary. The City requested that RH2 perform hydraulic modeling to determine the effects of acquiring the PUD facilities and providing water service in the Soper Hill area together with identifying capital improvements and planning level estimates for improvements necessary to accomplish the acquisition.

RH2 used the City's existing computer hydraulic model that was used for the 2009 WSP and the PUD's existing computer hydraulic model. The first step was to determine the supply capabilities to the area from the City system. The extension of distribution lines would result in pressure changes within the area. The City would also need to know how much to change the settings of existing pressure reducing valve (PRV) stations to meet the new service requirements.

Once the operational considerations were identified, fire flows provided in the area by the PUD were compared to fire flows available from the City system. Additional capital improvements were identified to improve the fire flows necessary to meet the planning level requirement of 3,000 gpm at a local elementary school. A phasing plan was developed to move the area off of the PUD system in logical subareas based upon retaining the required level of service without interruptions to the customers.

Client Contact

Karen Latimer, Operations Manager
City of Marysville
360.363.8161



Client Contact

Bob York, Utilities Engineering Manager
City of Issaquah
425-837-3449

Sammamish Plateau Water and Sewer District Assumption Study

City of Issaquah

Key Elements:

- Water System Planning
- Water and Sewer System Modeling
- Capital Improvement Planning and Cost Estimates
- Public Outreach

The City of Issaquah (City) was planning to exercise their rights to assume a portion of the Sammamish Plateau Water and Sewer District (SPWSD) service area that was in a key portion of a newly extended City limits. SPWSD was unhappy with the prospect of losing customers and the risks and challenges of losing up to 7% of their service area and unwilling to cooperate to find an equitable solution.

The City hired RH2 to study the hydraulics and alternatives of how to convert the water and sewer storage, booster pumps, collection pipelines and to determine the present value of the facilities to be acquired. RH2 considered carefully the consequences and cost impacts to the City if SPWSD continued to oppose the assumption. RH2 proposed that the study also focus on the opportunities to save costs if cooperation and some shared facilities could be identified.

The study showed that the \$12.5 million dollars in costs under an adversarial assumption could be reduced to \$2 million dollars with a cooperative assumption. The large dollar differential could then be used to make other financial accommodations to SPWSD that would make the assumption a strong financial advantage to both the customers leaving SPWSD and the SPWSD customer base going forward. Wheeling and wholesale rates for City customers using SPWSD facilities were evaluated. Staff reductions necessary for SPWSD to retain the same level of service were identified together with a framework for the displaced employees to obtain employment from the City. RH2's creative approach to the project together with the technical insight into the opportunities to save money on capital improvements led to a win-win situation for both the City and SPWSD.



Concrete Storage Reservoir



Water Main Installation

Client Contact

Bruce Harris, Manager
Lake Wenatchee Water District
509.679.1353

Water System Consolidation

Lake Wenatchee Water District

Key Elements:

- Water System Planning
- Water Main Design
- Water System Consolidation
- State Funds

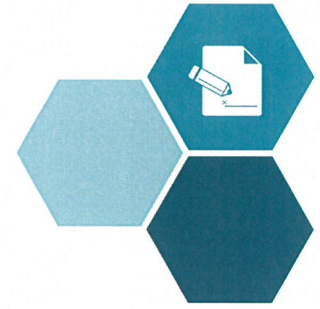
RH2 prepared the Lake Wenatchee Water District (LWWD) Comprehensive Water System Plan in 2010. LWWD became incorporated in 2011 from five separate small water systems. This project provides system consolidation, uniform meter installation, and replacement of old and deteriorated water mains throughout the LWWD.

RH2 administered the Local Improvement District (LID) process for funding the improvements, as well as assisting in obtaining a State Drinking Water State Revolving Fund (DWSRF) low interest loan.

Construction projects include installation of 14,000 feet of 4-inch through 12-inch water mains, drilling and equipping a new well, a 50 gpm booster station, chlorination equipment, storage reservoir, and approximately 100 customer services. Also included are upgrades to two existing wells to meet current State health standards and a telemetry system to operate all of the facilities.

Design challenges included working in areas of high groundwater and extremely hard ancient granite bedrock. To insure continued service to all customers during construction, temporary water systems were designed and included in the plans. Coordination with the US Forest Service was necessary as some of the improvements will be on federal lands. Construction started in the spring of 2014 and completed in the fall of 2016. The total construction cost was \$1.9 million.

Project Understanding and Approach



Green Tank Irrigation District No. 11 (Green Tank) serves a pocket of the College Place city limits on the north side of the City. Green Tank has 194 active connections and three source wells with a total of 1,200 gallons per minute of supply.

The Green Tank water system is a closed system without storage or disinfection, and has not had a coliform bacteria present in a distribution system sample since 2016. It is unknown if trigger monitoring or other more intensive source monitoring was required by the Groundwater Rule at the time of this incident since the system serves a population under 1,000 people and the coliform present was not E-coli. Green Tank has one emergency well and one emergency intertie with the City of College Place.

RH2's approach to this project involves an initial meeting with the City and Green Tank to better understand the physical intertie between the systems and to see the Green Tank facilities. Understanding the size, age, and material type of the Green Tank distribution system, together with obtaining copies of the pump curves for the Green Tank wells and each well's pressure settings, historical static and dynamic water levels and operational practices would be of the utmost importance. If Green Tank has a current asset list, repayment schedules on any existing debt and a current depreciation schedule, the estimated present worth of the system would be determined and compared to the condition of the facilities seen in the field. The current balance sheet together with the current profit and loss statements for the system would be obtained and reviewed. Water right records would be researched and compared to the actual place of use, instantaneous and annual withdrawals. If a small water system plan has been prepared for the system and filed with the Department of Health, an evaluation of any remaining inchoate rights and place of use restrictions would be completed.

We would review the daily source meter records and evaluate maximum day demands together with reviewing peak hourly requirements based upon operator observations. We would request the meter records and locations of the 13 non-residential users of the system together with the 7 multi-family accounts. The system is 100% metered, so additional information on base and

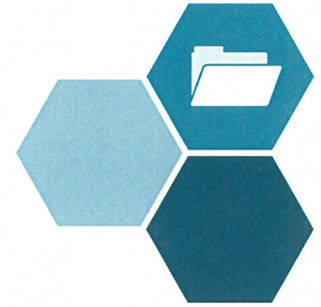
excess rates for customers by classification would be obtained and reviewed. The 2018 Water Use Efficiency Report shows distribution system leakage of only 1.1%. A cursory review of the other 174 connections would be done knowing that the other users are residential will likely be adequate for the initial assessment. A capacity analysis would then be prepared for the existing system without connecting to the City.

A scenario in the City water system model would then be analyzed based upon connecting all of the Green Tank system into the City 973 Zone 3 pressure zone. Assessments regarding the ability of the Green Tank wells to pump to the elevated reservoir and/or to the ground level reservoirs at the Eastside Booster Pump Station. Fire flow capacity of the Green Tank system would then be evaluated based upon the single intertie location, activation of the inactive intertie location and variable velocity constraints.

A list of deficiencies would be prepared based upon the modeling results and the visual observations and operator input collected during the site visit. Pressures within the system would be reviewed to determine where additional interties, if any, would change the results. Other capital improvements including pipe replacements, the addition of pressure reducing valves to split the system into service in both the Zone 3 and Zone 1 pressure zones would be reviewed. Planning level cost estimates would be prepared to identify the capital improvements necessary to address the listed deficiencies.

A draft feasibility report would be prepared summarizing the results of the analysis together with a funding plan or cost sharing approach to address the capital improvement needs. The draft report would be presented to DOH, Green Tank, City Council and the public for input and response. The report would be finalized based upon DOH, City, Green Tank and public response for final consideration.

Proposed Table of Contents



Shown below is a proposed table of contents for the Green Tank and City of College Place Water System Consolidation Feasibility Study. The final content will vary depending on the findings of the study.

Water System Consolidation Feasibility Study Table of Contents

Executive Summary	1
Background	2
Description of the Green Tank Irrigation District.	2
Financial Statements and Rate Structure	2
Water Rights, Place, Purpose, and Historic Use	2
Green Tank Water System	3
Existing Topography	3
Existing Wells, Pump Curves, and Infrastructure.	3
Summary of Pipeline Size, Type, and Age	3
Verification of Service Pressures and Groundwater Levels	4
Development Potential and Population Forecasts	4
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ERUs at Buildout	5
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Source Capacity	11
Installed Pump Capacity	11
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Pump and Disinfection Improvements	21
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Capital Investment Recuperation Mechanisms.	22
ULID.	23
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Scope of Work



RH2 will perform a Feasibility Study for the City of College Place and the Green Tank Irrigation District to facilitate the consolidation of their water systems.

Task 1–Water System Consolidation Feasibility Study

1.1 Project Management, Progress Reporting, Cost and Schedule Control, and Team Management

Ryan Withers will act as the project manager for the project. He will manage our team, and track time and budget, work elements accomplished, work items planned for the next period, and labor, time, and budget needed to complete the tasks listed in this project approach.

1.2 Determine Water Demands and Assess Existing Infrastructure

RH2 will determine the water demands and assess the existing infrastructure and finances for City of College Place and the Green Tank Irrigation District water systems.

1.3 Develop Conceptual Design and Cost Estimates for Infrastructure Improvements

RH2 will develop conceptual designs and cost estimates for infrastructure improvements identified during system analysis.

1.4 Propose a Funding Plan or Cost Sharing Approach

This may include forming a Utility Local Improvement District or a 2019 Drinking Water State Revolving Loan Fund application.

1.5 Draft Feasibility Study

RH2 will prepare a draft feasibility study for DOH review and public comment.

1.6 Public Outreach

RH2 will present the information gathered during the feasibility study process to the water systems for public comment.

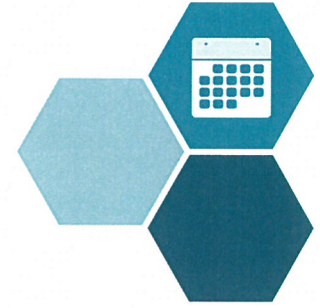
1.7 Final Feasibility Study

RH2 will produce the final feasibility study, incorporating comments from DOH and the public.

Deliverables:

- Draft feasibility study
- Meeting minutes from public meeting
- Final feasibility study

Project Budget and Schedule



RH2's project management software provides our project managers with up-to-the-minute statuses on project progress and budgets. It utilizes earned value management estimates shown both in numerical and graphical formats to quickly provide our project managers with a realistic view of schedule and budget. The information immediately tells the project manager if the project is progressing according to the schedule developed and also provides an immediate projection of the project's budget to help ensure costs remain on track. Ryan routinely checks the project status weekly, but maintains the option to check more often because the software is constantly up to date, eliminating the chance of cost overruns due to delayed posting or budget reporting.

The project costs for this project will not exceed \$30,000 per the terms on the grant agreement. Approximately 70 hours of work will be allocated among the three primary staff whose resumes are included. Staff engineers and administrative support will add another 80 hours of effort to the study.

This project can be completed within 10 months from the start date if the data requested from the City and Green Tank is provided within the first 30 days of work. While the schedule below illustrates an early start date, the study may be more effective if it is done subsequent to the analysis chapters RH2 will be doing for the City of College Place Water System Plan. Based upon the required deadline of June 1, 2021, the start of the study could be delayed until the last calendar quarter of 2020.

Project Milestones	2020											
	FEB*	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	
Task 1 - Water System Consolidation Feasibility Study												
Task 1.1 - Project Management												
Task 1.2 - Determine Water Demands and Assess Existing Infrastructure												
Task 1.3 - Conceptual Design and Cost Estimates for Improvements												
Task 1.4 - Propose a Funding Plan or Cost Sharing Approach												
Task 1.5 - Prepare a Draft Feasibility Study												
Task 1.6 - Public Outreach												
Task 1.7 - Final Feasibility Study												

* Earliest possible start date. To be most efficient, RH2 would prefer to start the study mid-year and complete it in the first quarter of 2021.

City of College Place, Washington
RESOLUTION NO. 20-004

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING CONTRACTING FOR A CONSOLIDATION FEASIBILITY STUDY BETWEEN CITY OF COLLEGE PLACE AND GREEN TANK IRRIGATION DISTRICT.

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

Whereas, the City and Green Tank Irrigation District jointly pursued a Consolidation Feasibility Study Grant from the State Department of Health; and

Whereas, a grant totaling \$30,000 was awarded by the State in November 2019 and was accepted by the City on November 26th, 2019; and

Whereas, the City issued a request for proposal for the study with a due date of January 17th, 2020 and received one proposal from RH2; and

Whereas, City and Green Tank representatives met on January 30th, 2020 to review and rank the proposal and agreed it was satisfactory; and

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

1. Authorize the City Administrator to sign the contract with RH2 Engineering to complete a Consolidation Feasibility Study between the City of College Place and Green Tank Irrigation District.

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 11th day of February, 2020.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

PROFESSIONAL SERVICES AGREEMENT

RH2 Project Number: 20-0XX

THIS AGREEMENT, made and entered into on this _____ day of _____, 20____, by and between the **City of College Place**, A MUNICIPAL CORPORATION hereinafter called the "CLIENT," and the consulting firm RH2 Engineering, Inc., whose address is, 22722 29th Drive SE, Suite 210, Bothell, Washington 98021, at which work will be available for inspection, hereinafter called the "CONSULTANT."

PROJECT NAME: Green Tank Consolidation Feasibility Study

WHEREAS, the Client deems it advisable to engage the professional services and assistance of a qualified professional consulting firm to do the necessary engineering work for the project.

WHEREAS, the Consultant operates in compliance with the statutes of the State of Washington for registration of professional engineers, has a current valid corporate certificate from the State of Washington or has a valid assumed name filing with the Secretary of State, and that personnel to be assigned to the work required under this Agreement are qualified to perform the work to which they will be assigned, and that sufficient qualified personnel are on staff or readily available to the Consultant to staff this Agreement.

WHEREAS, the Consultant will perform the work set forth in the Agreement upon the terms and conditions set forth below and in the following Exhibits:

Exhibit A	Scope of Work
Exhibit B	Fee Estimate
Exhibit C	Schedule of Rates and Charges

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

SCOPE OF WORK

The Consultant shall facilitate completion of the work described in **Exhibit A** which is attached hereto and incorporated into this Agreement. The Consultant shall make minor changes, amendments or revisions in the detail of the work as may be required by the Client. This item does not constitute an "Extra Work" item as related to the "Extra Work" section of the Agreement. The Consultant is entitled to rely on the accuracy and completeness of any data, information, or materials provided by the Client or others in relation to the work.

STANDARD OF CARE

The Consultant shall be held to the same standard of care as is ordinarily practiced by other similar design professionals in that discipline for comparable work provided in a similar locality.

DESIGN CRITERIA

The Client will designate the basic premises and criteria for the work needed. Reports and plans, to the extent feasible and reasonable, shall be developed in accordance with the latest edition and amendments of applicable local and State regulations, guidelines, and specifications.

OWNERSHIP OF PRODUCTS AND DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

Ownership of the source files of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced by the Consultant as a result of this Agreement, whether or not completed, shall remain with the Consultant. Upon completion of the project, the Consultant shall provide the Client with tangible copies of the project documents in accordance with **Exhibit A**. The Consultant shall retain ownership of the source files and information developed by the Consultant in preparing the project documents. The Consultant shall provide the Client with electronic copies of the project documents, in accordance with **Exhibit A**, in any of the following formats: Adobe Portable Document Format (PDF), AutoCAD® Drawing Web Format (DWF) or JPEG (JPG). Any reuse of the project documents that is beyond the scope of the project is prohibited without written authorization from the Consultant.

The Client acknowledges the Consultant's plans and specifications are instruments of professional service. The Client agrees to hold harmless and indemnify Consultant against all claims made against Consultant for damage or injury, including defense costs arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

Methodology, materials, software, logic, and systems developed under said Contract are the property of the Consultant, and may be used as the Consultant sees fit, including the right to revise or publish the same without limitation.

TIME OF BEGINNING AND COMPLETION

The Consultant shall not begin work under the terms of this Agreement until authorized in writing by the Client. If, after receiving Notice to Proceed, the Consultant is delayed in the performance of its services by factors that are beyond its control, the Consultant shall notify the Client of the delay and shall prepare a revised estimate of the time and cost needed to complete the Project and submit the revision to the Client for its approval, which shall not be unreasonably withheld. Time schedules are subject to mutual agreement for any revision unless specifically described as otherwise herein.

PAYMENT

The Consultant shall be paid by the Client for completed work for services rendered under this Agreement as provided hereinafter and as specified in **Exhibit B** and **Exhibit C**. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. All billings for compensation for work performed under this Agreement will list actual time (days and/or hours) and dates during which the work was performed and the compensation shall be figured using the rates in **Exhibit C**. Payment for the work shown in **Exhibit A** shall not exceed \$30,000 without a written amendment to this contract, agreed to and signed by both parties. Payment for work stated in **Exhibit A** will be calculated based on the Consultant's hourly rates stated in **Exhibit C**.

Payment for extra work performed under this Agreement shall be paid as agreed to by the parties in writing at the time the extra work is authorized. (See "EXTRA WORK").

Finance charges, computed by a "Periodic Rate" of 1% per month, which is an annual percentage rate of 12% (applied to the previous month's balance after deducting payments and credits for the current month), will be charged on all past-due amounts unless otherwise provided by law or by contract. Invoices not paid within thirty (30) days will be considered past-due.

Acceptance of final payment by the Consultant shall constitute a release of claims related to payment under this Agreement which the Consultant may have against the Client unless such claims are specifically reserved in writing and transmitted to the Client by the Consultant prior to its acceptance.

The Consultant shall keep available for inspection by the Client, for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement and items related to, or bearing upon, these records. If any litigation, claim or audit is started before the expiration of the three-year retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The three-year retention period starts when the Consultant receives final payment.

CHANGES IN WORK

The Consultant shall make revisions and changes in the completed work of this Agreement as are necessary to correct Consultant's errors, when required to do so by the Client, without additional compensation.

Should the Client find it desirable for its own purposes to have previously completed work or parts thereof revised, the Consultant shall make revisions, if requested and as directed by the Client in writing. This work shall be considered as "Extra Work" and will be paid for as provided in the Section "Extra Work."

EXTRA WORK

The Client may desire to have the Consultant perform work or render services in connection with the Agreement in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered as Extra Work and will be specified in a written supplement which will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the Client. Any dispute as to whether work is Extra Work or work already covered under this Agreement shall be mutually resolved by the parties before the work is undertaken.

EMPLOYMENT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Client shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Client, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged in the work or services provided or to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of

this contract, in the employ of the Client except regularly retired employees, without written consent of the Client.

NONDISCRIMINATION

The Consultant agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, gender, marital status, sexual orientation, age, or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment; promotions; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training; and rendition of services. The Consultant understands and agrees that if it violates this Non-Discrimination provision, this Agreement may be terminated by the Client and further that the Consultant shall be barred from performing any services for the Client now or in the future, unless a showing is made satisfactory to the Client that discriminatory practices have terminated and that recurrence of such action is unlikely.

TERMINATION OF AGREEMENT

The parties reserve the right to terminate this Agreement at any time upon not less than ten (10) days written notice to the other party, subject to the Client's obligation to pay Consultant in accordance with the subparagraphs below.

- A. In the event this Agreement is terminated by the Client other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for actual cost for the work completed at the time of the termination of the Agreement. In addition, the Consultant shall be paid on the same basis as above for any authorized extra work completed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate unless otherwise agreed. If the accumulated payment made to the Consultant prior to the Notice of Termination exceeds the total amount that would be due as set forth herein above, including any and all extra work, then no final payment shall be due and the Consultant shall immediately reimburse the Client for any excess paid.
- B. In the event the services of the Consultant are terminated by the Client for actual fault on the part of the Consultant, the above stated formula for payment shall not apply. In such an event the amount to be paid shall be determined by the parties with reasonable consideration given to: the actual costs incurred by the Consultant in performing the work to the date of termination; the amount of work originally required which was completed by the Consultant in accordance with the standard of care stated herein prior to the date of termination; the cost to the Client of employing another firm to complete the remaining work required and the time which may be required to do so; and other factors which affect the value of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the formula set forth in subsection A had been applied.
- C. The Consultant reserves the right to suspend performance of the work in the event of nonpayment by Client for invoices furnished in accordance with the Payment provisions as listed herein. In the event that Consultant suspends performance of the work, the Consultant and the Client shall make a good faith effort to resolve the matter of nonpayment. Consultant shall resume work once such resolution is reached and payment is received in full.
- D. In the event this Agreement is terminated prior to completion of the work, the Consultant shall retain ownership of the source files for all plans, reports, and documents prepared by the Consultant

prior to termination. The Client shall be provided with tangible and electronic copies of the documents in accordance with the "Ownership of Products and Documents to be Furnished by the Consultant" section of the Agreement herein.

DISPUTES

The parties shall make a good faith effort to resolve disputes concerning questions of facts in connection with work prior to initiating legal action. In the event that either party institutes legal action or proceedings to enforce any of its rights in this Agreement, both parties agree that any such action shall be brought in the courts of the State of Washington, situated in Benton County.

LEGAL RELATIONS

The Consultant shall comply with all federal, state and local laws and ordinances directly applicable to the work to be done under this Agreement. This contract shall be interpreted and construed in accordance with the laws of Washington.

The Consultant agrees to indemnify and hold harmless the Client, its officers and employees from claims, demands or suits at law or equity directly resulting from Consultant's negligent acts, errors or omissions under this Agreement, provided that nothing herein shall require the Consultant to indemnify the Client against and hold harmless the Client from claims, demands, or suits resulting from the conduct of the Client, its officers or employees. Provided further, if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant, its agents, or employees, and (b) the Client, its agents, officers, or employees, this provision with respect to claims or suits based upon such concurrent negligence shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents or employees except as limited below.

The Consultant shall secure general liability, property damage, auto liability, and professional liability coverage in the amount of \$1.0 million, with a General Aggregate in the amount of \$2.0 million, unless waived or reduced by the Client. The Consultant shall submit to the Client a completed Standard ACORD Certification Form as proof of insurance. This Form shall name the Client as an additional insured for Consultant's applicable insurance policies.

All coverages provided by the Consultant shall be in a form and underwritten by a company acceptable to the Client. The Client will normally require carriers to have a minimum A.M. Best rating of A VII. The Consultant shall keep all required coverages in full force and effect during the life of this project, and a minimum of thirty (30) days' notice shall be given to the Client prior to the cancellation of any policy.

The Consultant shall verify, when submitting the first payment invoice and annually thereafter, possession of a current business license while conducting work for the Client. The Consultant shall require, and provide verification upon request, that subconsultants participating in a Client project possess a current business license.

The Consultant's relation to the Client shall be at all times as an independent contractor.

Any liability incurred by the Consultant as a result of this Agreement is limited to the fee amount as stipulated within the Payment terms herein.

SUBLETTING OR ASSIGNING OF CONTRACTS

The Consultant shall not sublet or assign any of the work covered by this Agreement without the express consent of the Client.

COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. Any supplements to this Agreement will be mutually agreed upon in writing and will become part of this Agreement. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for, any statement, representations, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment or "Extra Work" authorization to this Agreement.

The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

EXECUTION AND ACCEPTANCE

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the supporting materials submitted by the Consultant, and does hereby accept the Agreement and agrees to all of the terms and conditions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

APPROVED - SIGNATURE

Paul R. Cross

PRINT NAME

Executive Vice President

TITLE

DATE

RH2 Engineering, Inc., 22722 29th Drive SE, Suite 210, Bothell, WA 98021

APPROVED - SIGNATURE

PRINT NAME

TITLE

DATE

City of College Place, City Hall, 625 S. College Avenue, College Place, WA 99324

EXHIBIT A
Scope of Work
City of College Place
Green Tank Consolidation Study
February 2020

Background

Green Tank Irrigation District No. 11 (Green Tank) provides water services within a pocket of the City of College Place (City) City limits on the north side of the City. Green Tank has 194 active connections and three source wells with a total of 1,200 gallons per minute of supply. The water system is a closed system without storage or disinfection. Green Tank has one emergency well and one active emergence intertie with the City.

RH2 Engineering, Inc., (RH2) has been retained to study the opportunities to consolidate Green Tank into the City system in order to improve the level of service within Green Tank water system.

Task 1 – Green Tank Water System Review

Objective: Collect information from Green Tank about their operations.

Approach:

- 1.1 Meet with the City and Green Tank to perform a site review of the water system facilities.
- 1.2 Obtain water supply records at each supply well including but not limited to age, pump curves, historic static and dynamic groundwater levels, supply meter records, pressure settings, and operational practices.
- 1.3 Review and obtain copies of distribution system maps and establish length, age, pipe size, material type, hydrant locations, valves, meters, and intertie locations.
- 1.4 Review and discuss any specific operational or maintenance concerns with operators.
- 1.5 Review and obtain customer meter records, locations of non-residential and multi-family accounts, and excess water use records for up to the past three (3) years.
- 1.6 Obtain through records or operational accounts the maximum day demand for the system and each water supply facility.
- 1.7 Obtain and review water rights for Green Tank and compare to operational records.
- 1.8 Obtain financial records of Green Tank including the current balance sheet, profit and loss statements, current asset list, repayment schedules on outstanding debt, and depreciation schedules.
- 1.9 Obtain bylaws, rules and regulations, and current rate structure.

Assumptions:

- *Green Tank will have an operator and Director or office staff available to review sites with RH2 and provided copies of documents necessary to perform the system review.*
- *RH2 will rely upon materials, data, and information provided by Green Tank and the City in assessing the Green Tank system.*

Provided by City:

- Copies of maps, operational records, and financial records.

RH2 Deliverables:

- Site visit with City and Green Tank.

Task 2 – Water System Analysis

Objective: Perform capacity analysis and identify deficiencies in the system.

Approach:

- 2.1 Evaluate average, maximum day, and peak hour demand of Green Tank.
- 2.2 Evaluate the Green Tank water rights instantaneous and annual flows together with the place of use for each water right and determine the extent and validity of water supplies and if inchoate rights remain.
- 2.3 Update the City water system model with pipeline data and demands within the Green Tank system.
- 2.4 Perform capacity analysis of the Green Tank system with and without connection to the City system.
- 2.5 Run fire flow analysis with Green Tank connected to the City system through the existing emergency intertie to determine the existing level of service in the Green Tank system.
- 2.6 Run up to three (3) scenarios with Green Tank connected to the City system in up to two (2) locations with connections in either the City's Zone 1, Zone 3, or both Zones 1 and 3.
- 2.7 Prepare figures and tables summarizing the results and deficiencies identified (if any) during the analyses, together with capital improvements necessary to update the system to meet design standards and fire flow requirements.

Assumptions:

- *It is assumed that the hydraulic model currently in RH2's possession] is up to date with all system improvements and has been calibrated to industry standards.*

RH2 Deliverables:

- Figures and tables of system deficiencies for use in the feasibility study in electronic PDF format.

Task 3 – Conceptual Design and Capital Cost

Objective: Perform conceptual designs necessary to address system deficiencies and estimate costs.

Approach:

- 3.1 Prepare up to two (2) conceptual designs and planning-level cost estimates necessary to address the deficiencies identified in the system analyses.
- 3.2 Prepare up to two (2) figures showing the conceptual designs and locations of the proposed improvements.
- 3.3 Meet with the City and Green Tank to discuss the results of the analysis and the design alternatives needed to bring the Green Tank system up to desired standards and select a preferred alternative.

Provided by City:

- Coordination with Green Tank for meeting location and selection of a preferred alternative.

RH2 Deliverables:

- Hard copy of figures with system deficiencies, tables, conceptual designs and cost estimates to review with Green Tank and City as handouts with agenda. Meeting minutes in electronic PDF format.

Task 4 – Feasibility Study

Objective: Prepare a feasibility study to summarize the analysis and recommendations based upon engineering evaluations and input from Washington State Department of Health (DOH), Green Tank, City, and the public.

Approach:

- 4.1 Prepare a draft feasibility study summarizing the results of the system evaluation, analysis, and the preferred design alternative.
- 4.2 Based upon the preferred design alternative and capital improvement plan, determine the capacity of the Green Tank system to pay for the capital improvements based upon their current financial capabilities, debt, and repayment capacity.
- 4.3 Compare the Green Tank water charges with the rates necessary to include the users as customers of the City water system with or without the capital improvement plan.
- 4.4 Determine if a Drinking Water State Revolving Fund loan or grant together with local improvement district funding would be sufficient to bring the customers into the City system and rate structure without subsidies by the City.
- 4.5 Evaluate other Green Tank system assets that may offset other costs the City may incur by assuming Green Tank users into the City system including Green Tank water rights.
- 4.6 Determine what, if any, City policies would need to be revised if Green Tank customers were added to the system as City customers.

- 4.7 Present the draft report and findings in a PowerPoint presentation to the DOH, Green Tank and the City Council at a public meeting to receive input and response.
- 4.8 Incorporate input from all sources and finalize the feasibility study of consolidating Green Tank into the City based upon the analysis, input received, and final conclusions.

Assumptions:

- *Public meeting handouts, minutes, and agenda will be provided by the City with the RH2 presentation done in electronic PowerPoint format.*

Provided by City:

- Notice of public meeting and coordination with Green Tank on date, time, and location of meeting.

RH2 Deliverables:

- Two (2) hard copies of draft and final feasibility report for DOH. City and Green Tank will accept electronic PDF copies.
- PowerPoint presentation for public meeting.

EXHIBIT B**Fee Estimate****City of College Place****Green Tank Consolidation Study****Feb-20**

Description Classification		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1	Green Tank Water System Review	24	\$ 4,600	\$ -	\$ 717	\$ 5,317
1.1	Perform site review of water system facilities	12	\$ 2,300	\$ -	\$ 440	\$ 2,740
1.2	Obtain water supply records for each Green Tank well	1	\$ 196	\$ -	\$ 32	\$ 228
1.3	Review and obtain copies of maps of facilities	1	\$ 144	\$ -	\$ 31	\$ 175
1.4	Review and discuss operational concerns with operators	1	\$ 196	\$ -	\$ 32	\$ 228
1.5	Review customer meter records and locations of non-residential users	1	\$ 144	\$ -	\$ 31	\$ 175
1.6	Obtain maximum day demand for each well and the system	1	\$ 196	\$ -	\$ 32	\$ 228
1.7	Obtain water right records and compare to operational records	2	\$ 431	\$ -	\$ 38	\$ 469
1.8	Obtain all financial records of Green Tank as may be available	2	\$ 379	\$ -	\$ 37	\$ 416
1.9	Obtain copies of rules, regulations and bylaws and current rate structure	3	\$ 614	\$ -	\$ 43	\$ 657
Task 2	Water System Analysis	57	\$ 9,370	\$ -	\$ 1,527	\$ 10,897
2.1	Evaluate average, maximum day and peak hour demand in Green Tank	3	\$ 484	\$ -	\$ 95	\$ 579
2.2	Evaluate instantaneous and annual flows, place of use compared to water rights	6	\$ 1,272	\$ -	\$ 114	\$ 1,386
2.3	Update City water model with pipeline and demand data from Green Tank	6	\$ 968	\$ -	\$ 162	\$ 1,130
2.4	Perform capacity analysis of Green Tank with or without connection to City	10	\$ 1,544	\$ -	\$ 286	\$ 1,830
2.5	Run fire flow analysis with Green Tank connected through existing emergency intertie	10	\$ 1,544	\$ -	\$ 286	\$ 1,830
2.6	Run up to three scenarios with Green Tank connected to City system	11	\$ 1,779	\$ -	\$ 292	\$ 2,071
2.7	Prepare a figure and table showing system deficiencies	11	\$ 1,779	\$ -	\$ 292	\$ 2,071
Task 3	Conceptual Design and Capital Costs	32	\$ 5,596	\$ -	\$ 897	\$ 6,493
3.1	Prepare up to two conceptual design alternatives with costs needed to address deficiencies	16	\$ 2,720	\$ -	\$ 371	\$ 3,091
3.2	Prepare up to two figures showing conceptual designs and locations	8	\$ 1,152	\$ -	\$ 249	\$ 1,401
3.3	Meet with City and Green Tank to review and select a preferred alternative	8	\$ 1,724	\$ -	\$ 277	\$ 2,001
Task 4	Feasibility Study	36	\$ 6,478	\$ -	\$ 766	\$ 7,244
4.1	Prepare a draft feasibility study summarizing the results of the evaluations and analysis	12	\$ 1,704	\$ -	\$ 263	\$ 1,967
4.2	Determine the capacity of Green Tank to pay for required capital improvements	2	\$ 470	\$ -	\$ 12	\$ 482
4.3	Compare Green Tank water charges to rates of City customers with or without capital plan	1	\$ 235	\$ -	\$ 6	\$ 241
4.4	Determine if DWSRF loan or grant along with LID funding makes consolidation feasible	1	\$ 235	\$ -	\$ 6	\$ 241
4.5	Evaluate other Green Tank assets that may offset other City costs for consolidation	3	\$ 682	\$ -	\$ 17	\$ 699
4.6	Determine if City policies require change to accomplish consolidation	1	\$ 196	\$ -	\$ 32	\$ 228
4.7	Present draft feasibility study to DOH, Green Tank and City in a public meeting for input	8	\$ 1,724	\$ -	\$ 318	\$ 2,042
4.8	Incorporate input into study and finalize	8	\$ 1,232	\$ -	\$ 113	\$ 1,345
PROJECT TOTAL		149	\$ 26,044	\$ -	\$ 3,907	\$ 29,951

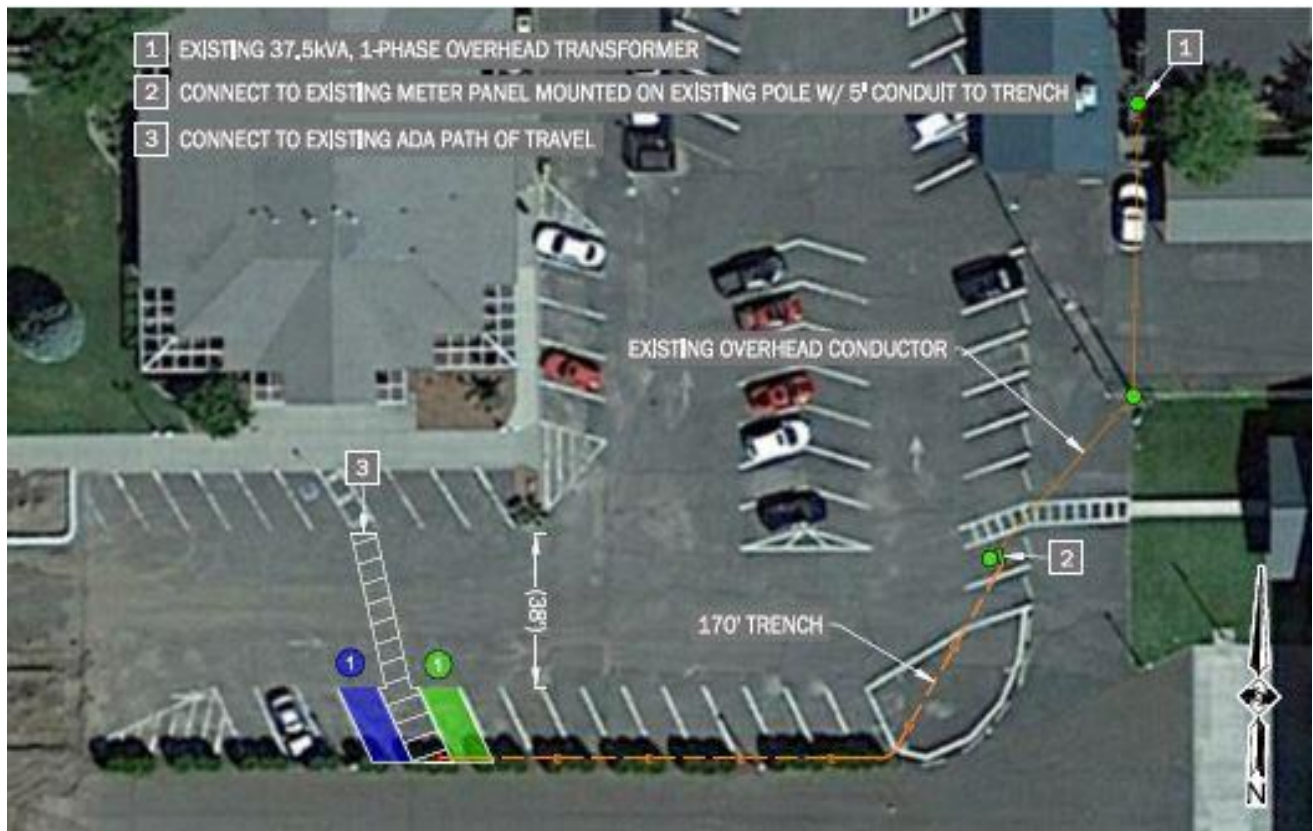
EXHIBIT C
RH2 ENGINEERING, INC.
2020 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$144	\$/hr
Professional II	\$157	\$/hr
Professional III	\$171	\$/hr
Professional IV	\$184	\$/hr
Professional V	\$196	\$/hr
Professional VI	\$212	\$/hr
Professional VII	\$227	\$/hr
Professional VIII	\$235	\$/hr
Professional IX	\$235	\$/hr
Control Specialist I	\$130	\$/hr
Control Specialist II	\$141	\$/hr
Control Specialist III	\$155	\$/hr
Control Specialist IV	\$168	\$/hr
Control Specialist V	\$178	\$/hr
Control Specialist VI	\$191	\$/hr
Control Specialist VII	\$206	\$/hr
Control Specialist VIII	\$214	\$/hr
Technician I	\$106	\$/hr
Technician II	\$118	\$/hr
Technician III	\$135	\$/hr
Technician IV	\$145	\$/hr
Technician V	\$157	\$/hr
Technician VI	\$172	\$/hr
Technician VII	\$187	\$/hr
Technician VIII	\$196	\$/hr
Administrative I	\$72	\$/hr
Administrative II	\$83	\$/hr
Administrative III	\$98	\$/hr
Administrative IV	\$118	\$/hr
Administrative V	\$138	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.575	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



Request for Proposal: Electric Vehicle Charging Station Acquisition & Installation



Issued: January 7th, 2020

Request for Proposal Due: February 4th, 2020

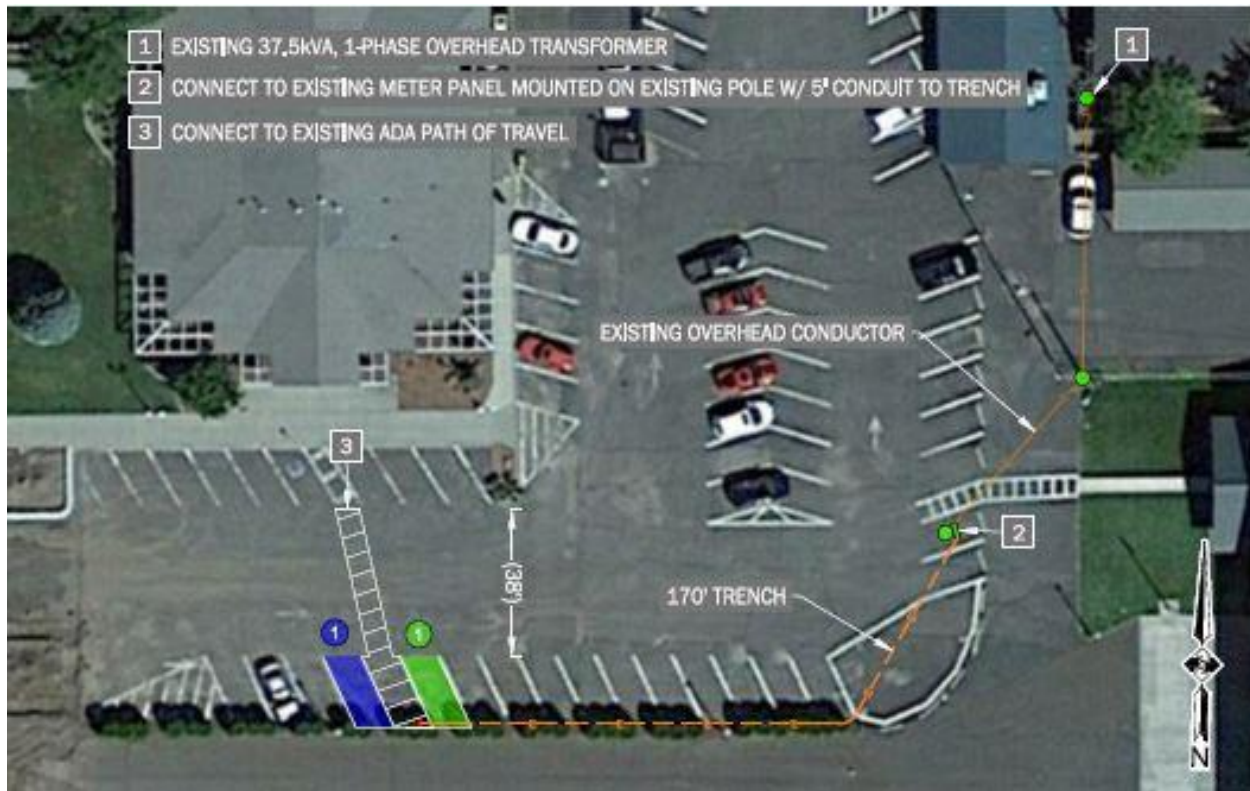
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Background/General Information

This project is funded by a grant to the City of College Place from Pacific Power. The project is in the City Hall parking lot located immediately south of City Hall at 625 S. College Avenue, College Place, Washington. The project includes the installation of one dual port Level 2 charging station placed in the parking area adjacent and visible from College Avenue and is intended for use by the public.

Project Site Map



The project involves connecting power to an existing meter panel on an existing pole at the east end of the parking lot. From there, a trench with a 5" conduit needs to be dug around the hedges that separate the Fire Department driveway with the parking lot. The EV Charger needs to be installed in at the location in green/blue located on the map above directly across the parking lot from the main entrance to City Hall.

Scope of Work

1. Connect to existing meter panel mounted on existing pole on southeast corner of the parking lot and then trench a 5" conduit for about 170 feet.
2. Acquisition and installation of Chargepoint CT400 Charger
3. Mark two parking stalls and make them fit ADA criteria for the EV Charger. Mark ADA pathway of travel from spots across the parking lot to City Hall.
4. Please see the project summary page in the EVSE Technical Assistance Report on this project for more information.

Additional Information

1. Please review the EVSE Technical Assistance Project Report on this project located in Appendix A of this Request for Proposal.

Budget

A maximum budget of \$48,831.30 excluding contingency for this project.

Submittal Instructions

Responses to this Request for Proposals should include:

- Firm/team information including, but not limited to, scope of capabilities, applicable resources, key personnel assignments, potential sub-consultants, qualifications and experience.
- Relevant experience with three similar projects including project description, web link, client name and contact information, exact responsibility of consultant on project, and whether experience is firm experience or individual experience.
- Your approach to the project while demonstrating a strong understanding of it, including any creative ideas for how to structure the work to accomplish the scope and deliverables described above.
- Proposed table of contents for the final report
- A detailed scope of work including task descriptions, deliverables, and target dates for delivery
- Project budget including individual team members' names, hourly rates, time allocated by task, and the total hours anticipated to complete the project; and a project schedule including a statement that the project can be completed within 10 months from start date.

Questions

Questions about the RFP must be submitted by January 28th, 2020 addressed to Mike Rizzitiello, City Administrator: mrizzitiello@cpwa.us. Replies to all submitted questions will be posted on city website for bids by January 29th, 2020.

Submittals are due Tuesday, February 4th 2020 at 5:00 pm PST

Submittals

Submittals must be transmitted in pdf format by email as well as three paper copies to Mike Rizzitiello, City Administrator at mrizzitiello@cpwa.us located at College Place City Hall: 625 S. College Avenue, College Place, Washington, 99324.

Selection Process

Written proposals will be reviewed by a team comprised of City staff. The selection team reserves the right to contact references and request clarification of information submitted or additional information from any proponent.

Selection Criteria

- Credentials and experience of professional and support staff (30%)
- Innovative and energetic approach to undertaking the scope of work (25%)
- Organization/Communication skills (25%)
- Completeness and quality of proposal (20%)

Notification

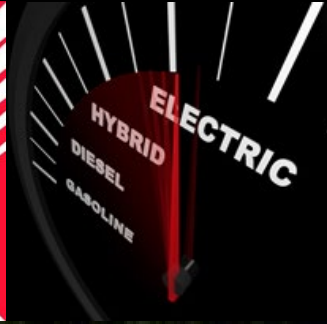
Notification to all proponents should be complete by February 14th, 2020 at 5:00 PM PST

Provisions

1. The City assumes no contractual obligations by issuing the RFP, or by accepting and evaluating consultant responses.
2. The City reserves the right to accept or reject any or all responses, or parts of proposals, and to waive any minor irregularities.
3. Any costs incurred by the consultant in the preparation of a proposal will be borne solely by the consultant and the proposal will become the property of the City.
4. The City reserves the right to amend the RFP at any time prior to final consultant selection by transmittal of an addendum to all registered parties by January 29th, 2020.
5. The City reserves the right to accept the proposal it considers most responsive, qualified, and in the City's best interest.
6. All proposals submitted for the City of College Place are subject to public disclosure requests. Firms submitting a proposal under this Request for Proposal acknowledge and agree to the possible release of submitted material.
7. The City of College Place, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award

EVSE TECHNICAL ASSISTANCE

Project Report



Project
Site

ProjectNumber:WA190006

Property/CompanyName:

City of College Place

625 College Ave, College Place, WA 99324

August 1, 2019





Disclaimer

The intent of this report is to provide an estimate of costs associated with recommended electric vehicle charging infrastructure. This report is not intended to serve as an engineering design document. Detailed design efforts may be required in order to implement the recommended charging infrastructure. While the recommendations in this report have been reviewed for technical accuracy and are believed to be reasonably accurate, the findings are estimates only and actual results may vary. As a result, neither Pacific Power nor the report's author(s) shall be liable if estimated costs differ from actual costs. All cost estimates in this report are for informational purposes only and are not to be construed as design documents or as guarantees. Customer shall independently evaluate any advice or direction provided in this report. Any system or service upgrades must go through the full utility estimation process. In no event will Pacific Power or the report's author(s) be liable for any incidental or consequential damages of any kind in connection with this report, with the installation of recommended infrastructure, or with the operation of customer's facilities.

This report may contain confidential electric usage data. Electric usage data is provided to inform customers of estimated increased electricity usage associated with the proposed EVSE installation. Usage data may be used by Pacific Power to forecast increased usage due to EVSE adoption.



Technical Assistance Report

Report Date: August 1, 2019

Site Walk Date: July 3, 2019

Project Number: WA190006

Site/Company Name: City of College Place

Customer Contact Name: Mike Rizzitiello

EVSE Project Summary

The project is in the City Hall parking lot in College Place, Washington, located between South College Ave and SW 8th Street. The project includes the installation of one dual port Level 2 charging station placed in the parking area adjacent and visible from the main road and is intended for use by the general public.

Electricity Utilization Assessment

The property is currently billed on a Schedule 24 (Small General Service) rate. The average monthly kilowatt-hours (kWh) consumed over the last year is 10 kWh, with a peak last July of 30 kWh. Initial usage is estimated to be up to eight hours a day per charging port, which equates to an additional 3,456 kWh a month.

This project will require the selection of a networked EVSE model in order to facilitate payment by the vehicle owners while allowing the site owner to design charger usage rates that adequately cover electricity costs and encourages drivers to charge during off-peak periods.

Electrical Equipment Assessment

The property is currently served by a single-phase 37.5 kVA transformer. The existing meter panel can be utilized. There are no service upgrades from Pacific Power required for the project.

Site Design Assessment

The dual port charging station will be centered between two existing parking stalls. One stall is dedicated as ADA, with a path of travel connecting to the existing ADA curb ramp. Trenching is required from the existing service pole to the charging station. A building department permit will likely be required from the city to build the proposed project.

Site Walk Applicant Engagement

A site walk was completed for this project on July 3, 2019. The project design considerations were discussed with representatives of the project applicant.

Attachments

1. Preliminary site layout plan
2. Project installation cost estimate (preliminary budget estimate)

PRELIMINARY DESIGN

SCALE: 1" = 40'



PROJECT SUMMARY

THE PROJECT INCLUDES THE LOCATION OF ONE (1) EV STALL GROUPING AREA CONSISTING OF (1) STANDARD STALL & (1) ADA STALL. THE STALLS ARE LOCATED IN THE SOUTH SIDE OF THE PROJECT SITE. THE EV STALLS WILL BE SERVICED FROM AN EXISTING OVERHEAD TRANSFORMER AS DETAILED IN SITE LAYOUT HEREIN.

1. TOTAL PROPOSED EV STALLS = 2
 - A. STANDARD STALL = 1
 - B. STANDARD ADA STALL = 1
 - C. TOTAL EXISTING STALL REMOVED = 1
2. TOTAL EV CHARGING STATIONS = 1
 - A. DUAL PORT (PEDESTAL OR WALL MOUNT) = 1
3. ELECTRICAL EQUIPMENT TO BE INSTALLED:
 - A. INSTALL CHARGEPOINT CT400 CHARGER
4. TOTAL LENGTH OF TRENCH / CONDUIT
 - C. LENGTH OF BELOW GRADE CONDUIT BEHIND THE METER (BtM)= 170 FT
 - D. LENGTH OF TRENCH BEHIND THE METER (BtM)= 170 FT
 - E. LENGTH OF ABOVE GRADE CONDUIT BEHIND THE METER (BtM)= 5 FT
5. SITE WORK IMPACTS INCLUDE:
 - A. REMOVAL & REPLACEMENT OF EXISTING CURB, PAVEMENT & LANDSCAPE.
 - B. IMPACTS TO EXISTING UTILITIES TO BE VERIFIED DURING FINAL ENGINEERING.
 - C. CONFIRMATION THAT EXISTING POLE MEETS ALL CODE REQUIREMENTS TO BE VERIFIED.

LEGEND

- EV STANDARD PARKING STALL (9' x 16')
- EV ADA PARKING STALL (9' x 16')
- CHARGEPOINT CT4000 DUAL PORT CHARGER (USED FOR CHARGER CALCULATION PURPOSES)
- PROPOSED ELECTRICAL CONDUIT & TRENCH LINE
- EXISTING POLE
- EXISTING METER PANEL

SITE CONSTRAINTS

SITE CONSTRAINTS DURING CONSTRUCTION INCLUDE:

1. VEHICLE TRAFFIC WILL BE INTERMITTENTLY CONSTRAINED DURING INSTALLATION OF CONDUIT.
2. ACCESS TO PARKING STALLS ALONG CONDUIT LINE TO BE INTERMITTENTLY INACCESSIBLE DURING CONSTRUCTION.



Preliminary Budget Estimate

Project Name WA190006 - City of College Place
Address 625 College Ave
City, State, Zip College Place, WA

Project Summary

No. of EVSE Ports 2
No. of ADA Stalls 1

Preliminary Cost Summary

Item No.	Item Description	Total
1.00	Pacific Power Service Upgrades	\$ -
2.00	EVSE Design and Permitting	\$ 13,040.00
3.00	EVSE Construction	\$ 25,755.75
4.00	EVSE Equipment	\$ 10,035.55
	EVSE Contingency	\$ 4,883.13

Preliminary Cost Estimate Total \$ 53,714

EVSE Cost per Port \$ 26,857.22

The purpose of this preliminary budget estimate is to provide a forecast of the anticipated construction costs based on the scope of work outlined in the preliminary design and is not based on construction documents which are required to obtain actual pricing. This document is provided as tool for planning purposes. Final construction costs may vary from the costs presented in this document.

Preliminary Budget Estimate - WA190006 - City of College Place

Item #	Item Description	Unit	Quantity	Unit Cost	Total
1.00	Pacific Power Service Upgrades				\$0.00
2.00	EVSE Design and Permitting				\$13,040.00
	Engineered Design - Civil	LS	1	\$ 5,840.00	\$5,840.00
	Engineered Design - Electrical	LS	1	\$ 5,100.00	\$5,100.00
	Permits	LS	1	\$ 2,100.00	\$2,100.00
3.00	EVSE Construction				\$25,755.75
	Mobilization	LS	1	\$ 1,704.24	\$1,704.24
	Temporary Facilities	LS	1	\$ 1,500.00	\$1,500.00
	Hardscape Sawcut/Demolition	SF	340	\$ 12.27	\$4,173.02
	Trenching/Backfill	LF	170	\$ 41.46	\$7,048.23
	Furnish and Install Buried EVSE Conduit	LF	408	\$ 5.15	\$2,103.20
	Construct EVSE Foundation	EA	1	\$ 480.31	\$480.31
	Asphalt Restoration	SF	340	\$ 16.05	\$5,457.00
	Furnish and Install Above Grade Conduit	LF	5	\$ 10.18	\$50.92
	Furnish and Install Wire	LF	448	\$ 2.07	\$925.73
	EVSE Installation	EA	1	\$ 331.28	\$331.28
	Furnish and Install Protective Bollards	EA	2	\$ 258.62	\$517.24
	EVSE Startup and Commissioning (For up to 16 Units)	LS	1	\$ 513.20	\$513.20
	Striping and Signage	LS	1	\$ 518.96	\$518.96
	Furnish and Install Wheelstop	EA	2	\$ 53.71	\$107.42
	Connect to Existing Breaker Panel	EA	1	\$ 325.00	\$325.00
4.00	EVSE Equipment				\$10,035.55
	Level 2 Dual Charger Including Software	EA	1	\$ 10,035.55	\$10,035.55
	Subtotal				\$48,831.30
	Contingency		10%		\$4,883.13
				Total Cost	\$ 53,714

Hays

ELECTRIC, LLC

620 N 13TH Ave ♦ Walla Walla, WA 99362 ♦ Tel (509) 522-0342 ♦ Fax (509) 876-4487 ♦ www.hayselectric.com
lic # HAYSEEL883D1

February 4, 2020

Electric Vehicle Charging Station
Hays Electric, LLC

EXPERIENCE

Hays Electric, LLC has experience and expertise beyond measure that they will be apply to provide to install the Electric Vehicle Charging Station for the City of College Place. Listed below, but not limited too, are examples and information that support the quality you deserve.

Hays Electric, LLC installed a SemsConnect Car Charger down the street from College Place City Hall at the Dairy Express for Walla Walla University. Bob Hays was the project manager. He is familiar with the City of College Place and its surroundings. His experience of 31 years in the community as an electrician brings special quality and care. This one example of our qualifications and experience.

Reference: Glen Maxstead, 509-520-4220 (Walla Walla University)

Hays Electric, LLC installed a Tesla Car Charger out in front of Stanton Hall at Whitman College. And a SemsConnect Car Charger at Whitman College. Hays Electric, LLC saw the installation from start to finish. This included electrical design, installation and completion approved by LNI. The company provided the labor, material and design for both car chargers at Whitman.

Reference for Tesla Charger: John Hopkins, 509-540-7782 (Whitman College)

Reference for SemsConnect Charger: Brendan Monroe, 509-327-4451 (Leone and Keeble)

Weblink-This link shows the station that Hays Electric, LLC installed at Whitman College. The picture was used for the article about College Place installing a car charging station.

https://www.union-bulletin.com/news/local_governments/college_place/college-place-to-install-electric-vehicle-charging-station/article_ecab2924-d813-529f-a801-9e75bc0e977b.html

APPROACH

The approach to the project for Hays Electric, LLC will be to get in and get it done. This company has employees that work hard and focus on the job. The electricians come from a wide variety of experiences which gives them a vast variety of skills, troubleshooting and creative outlook when something doesn't go together quite as expected. This company has talent that is

diverse. Not only are these men electricians, they are equipment operators, mechanics, welders, and most importantly outside of the box thinkers. They also have a vast amount of talent with companies they are associated with.

SUB CONTRACTORS

Smith Brothers Landscaping
John's Excavating and Paving

DETAILED SCOPE OF WORK

Here are the bullet points for the scope of work provided to install the car charger:

- Order Materials
- Have asphalt cut
- Run Conduit
- Pull Wire
- Poor a concrete base and install bolt pack for stand
- Install charger
- Wire car charger
- Commissioning
- Hand it over for the community to enjoy!

Charger: 30 days out from order

Employee Names:

Bob Hays
Joe Hays
Josh Haines

Wages Per Hour: \$67.22

Time Allocated by Task:

Saw cut and asphalt 1 day
Removal of asphalt and dig trench: 3 days
Installation of conduit: 1 day
Installation of bollards and foundation for charger: 1 day
Back fill trench, prep for asphalt: 1 day
Pull wire and install EV Charger: 2 days
Installation of patch asphalt: 1 day
Testing and LNI Inspections: 1 day

Total Hours to Complete Project: 300 hrs.

Project Schedule: 0-90 days

The installation time of 10 months is ample time for Hays Electric, LLC to complete the project.

Hays

ELECTRIC, LLC

620 N 13th Ave • Walla Walla, WA 99362 • Tel (509) 522-0342 • Fax (509) 876-4487 • www.hayselectric.com
lic # HAYSEEL883D1

City of College Place

Attn: Mike Rizzitiello

Re: Electric Vehicle Charging Station Installation

02/04/20

Hays Electric, LLC to provide the following; Provide asphalt cutting and replacement, trenching, backfill, restriping, signage, underground raceway to accommodate two 40-amp circuits to feed one level 2 EV dual charging station.

- 1) Mob Fees \$600.00
- 2) Hardscape cutting/demo/ \$1,000.00
- 3) Trenching and Backfill \$5,500.00
- 4) Raceway/wiring/overcurrent protection \$5,206.52
- 5) Signage/protective bollards/wheel stop, painting. \$2,050.00
- 6) EV level 2 Charging Station \$9,699.94
- 7) Asphalt \$6,000.00
- 8) Markup at 10% =\$2,905.65

Total \$32,962.11 (Deduct \$1,500.00 to replace 5" raceway with 1-1/4" raceway)

Thank you,

Joe Hays
Hays Electric, LLC
(509)522-0342

By signing below, you are agreeing to the estimate and are financially responsible for any materials and/or labor purchased or performed up until the date of cancellation at the standard hourly rate if job is canceled.

Printed Name _____

Signature _____ Date _____

The information contained in this email message may be privileged and is confidential information intended only for the use of recipient, or any employee or agent responsible to deliver it to the intended recipient. Any use, distribution, transmittal by persons who are not intended recipients of this e-mail may be a violation of law and is strictly prohibited. If you have received this communication in error, please notify the sender immediately and destroy the original message and all attachments from your electronic files.

City of College Place, Washington
RESOLUTION NO. 20-005

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
PERMITTING A LEASE AGREEMENT WITH THE COLLEGE PLACE LIONS CLUB TO OPERATE THE
COMMUNITY CENTER BUILDING LOCATED AT 801 SE LARCH AVENUE, COLLEGE PLACE, WA**

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

Whereas, in the existing twenty (20) year lease with the College Place Lions Club to operate the Community Center ends on February 28th, 2020; and

Whereas, a new updated agreement is agreed to by both parties for operation of said community center for a period of five (5) years to commence on March 1st, 2020 and run through February 28th, 2025 with five year automatic renewals unless either party gives sixty (60) day notice; and

Whereas, the College Place Lions Club operates the building commonly identified as 801 SE Larch Avenue, College Place, Washington for the purposes of a Community Center;

Now therefore, be it Resolved that the City Council of the City of College Place does hereby

1. Permit and authorize the Mayor to sign a lease agreement with College Place Lions Club to operate the Community Center building identified as 801 SE Larch Avenue, College Place, Washington.

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 11th day of February 2020.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

**LEASE AGREEMENT BETWEEN THE CITY OF COLLEGE PLACE,
WASHINGTON & ~~and~~ THE COLLEGE PLACE LIONS CLUB
REGARDING THE OPERATION OF A PUBLICLY-OWNED COMMUNITY
CENTER STRUCTURE COMMONLY IDENTIFIED AS 801 SE LARCH
AVENUE**

This LEASE AGREEMENT (this "Lease"), is made and entered into this 25th day of February, 2020 (the "Date of this Lease"), by and between the CITY OF COLLEGE PLACE, a non-charter code city governed by RCW Title 35A and municipal corporation organized under the laws of the State of Washington (the "LESSOR") and the COLLEGE PLACE LIONS CLUB, a 501(c)(4) organization that is part of LIONS CLUB INTERNATIONAL, hereinafter called (the "LESSEE").

WHEREAS, the LESSOR owns that real property (the "PREMISES"), which is illustrated and designated on the "PREMISES MAP" attached to this Lease as Exhibit No. 1 and incorporated herein by reference, and is more particularly described in the "Legal Description of the Premises". Attached to this Lease as Exhibit No. 2 more commonly referred to as 801 SE Larch Avenue in College Place, Washington, 99324. And incorporated herein by reference; and

WHEREAS, the previous agreement between the LESSOR and LESSEE was in effect from February 28th, 2000 through February 28th, 2020; and

WHEREAS, pursuant and subject to the terms and conditions set forth herein, the LESSEE shall lease the premises from the LESSOR and the LESSOR shall lease the Premises to the LESSEE in order to accommodate the LESSEE's continued use of the PREMISES to operate it as a community center; and

WHEREAS, ~~the LESSOR finds that~~ leasing of ~~said~~ PREMISES to LESSEE ~~is for~~ ~~will be~~ beneficial to ~~the LESSOR's the citizens, visitors, and of the LESSOR as well as~~ the general public, ~~and therefore should be executed under the terms and conditions mentioned herein below;~~ and

NOW, THEREFORE, in consideration of the foregoing of the mutual conditions, promises and covenants hereinafter contained, the parties hereto hereby agree as follows:

1. LEASE OF PREMISES

LESSOR agrees to lease to LESSEE, and LESSEE agrees to lease from LESSOR the PREMISES in an "as is" condition, in accordance with the following terms and conditions.

2. USE OF PREMISES

The LESSEE shall use the PREMISES ~~to as a meeting place of the for~~ LESSEE's Club meetings and events, and for use by third-parties as a community center. LESSEE shall require all third-parties to use PREMISES only for such uses commonly and traditional associated with a community center, (e.g. social, educational, or recreational activities). LESSEE shall require third-party users to comply with the terms and conditions herein and all other applicable rules, regulations, and policies set by LESSOR. ~~and will supervise under appropriate acceptance regulations, the property for use by the public as a multi-purpose community center.~~

3. TERM

The AGREEMENT will begin on March 1st, 2020 and will continue for a period of five (5) years to March 1st, 2025, unless otherwise terminated under the provisions of this AGREEMENT. This AGREEMENT shall automatically renew for an additional period of five (5) years on the same terms as this AGREEMENT or as it may exist as amended, unless either party gives written notice of the termination no later than sixty (60) days prior to the end of the term or renewal term.

4. LEASE PAYMENTS

The lease payment shall be \$1 per year for the subject property.

5. THIRD-PARTY PAYMENTS

The LESSEE will manage and supervise under appropriate acceptable regulations agreed upon by the LESSEE & LESSOR the PREMISES for use by the public as a multi-purpose community center. The LESSEE will establish reasonable rates to be charged for the use of the PREMISES, which shall be approved by the LESSOR. These rates shall be posted at the PREMISES.

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6. THIRD-PARTY USE AND REVENUE

The LESSEE will be responsible for supervising and scheduling the use of the said PREMISES. At least ten (10%) of gross revenues from PREMISES rentals must be reserved for maintenance and aesthetic improvements to the PREMISES and/or surrounding park.

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57. TENANT IMPROVEMENTS

PREMISES is leased "as-is" and LESSEE shall be solely responsible for tenant improvements required to utilize the PREMISES as permitted and contemplated by this Lease.

68. REPAIR & MAINTENANCE

During this term of this Lease, including both the Initial Term and any extension thereof, the LESSEE shall be responsible for all repairs and day-to-day maintenance of the PREMISES.

79. UTILITIES & SERVICES

The LESSEE shall be solely responsible for payment of all utilities and services furnished to, or used by the LESSEE at the PREMISES, including without limitations, gas, electricity, water, sewer, telephone, cable, and all pertinent taxes, levies, connection charges, fees, and surcharges, if applicable. If LESSOR holds community events such as the College Place Farmers & Artisans Market, Movies at the Park, or other event outlined in the annual Community Events Resolution adopted by the College Place City Council the LESSOR will pay the difference in the electricity bill from an average month in which no community event is held in recognition of the community's use of electricity.

810. ALTERATIONS & REPAIRS

The LESSEE acknowledges that it accepts the PREMISES in an "as-is" condition and agrees to make no demands upon the LESSOR for any alterations or improvements, unless agreed to by the LESSOR. The LESSEE shall have the right to make alterations and improvements only upon receipt of written approval thereof from the LESSOR, which will not be unreasonably denied.

911. TAXES

The LESSEE shall pay prior, to delinquency all taxes and assessments which may be levied upon or assessed against the PREMISES and all taxes and assessments of every kind and nature whatsoever arising in any way from the use, occupancy, or possession of the PREMISES or assessed against the improvements situated thereon, together with all taxes levied upon or assessed against LESSEE's PREMISES. To that end, the LESSOR shall not be required to pay any taxes or assessments whatsoever which relate to or may be assessed against this Lease, the PREMISES, improvements, and LESSEE's Property. The LESSEE may, at its option, contest in good faith and by appropriate and timely legal proceedings any such tax and assessment; provided, however, that the LESSEE shall indemnify and hold harmless the LESSOR from any loss or damage resulting from any such contest, and all expenses of same (including, without limitation, all attorney's fees, court, and other costs) are paid solely by the LESSEE.

1012. INDEMNIFICATION

The LESSEE agrees to indemnify, defend, and save harmless the LESSOR, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damages arising from or connected with LESSEE's operations, or its services

hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services performed on behalf of the LESSEE by any person pursuant to this Lease.

1113. INSURANCE

The LESSOR will carry insurance under the City's blanket policy to replace the building in case of fire.

1214. DEFAULT

The LESSEE agrees that if a default is made in any of the covenants and agreements herein contained to be kept by the LESSEE, the LESSOR may forthwith revoke and terminate this Lease.

1315. ASSIGNMENT

This Lease is personal to the LESSEE, and in the event the LESSEE shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately cease and end.

1416. OPERATIONAL RESPONSIBILITIES

During the term of this Lease, including both the Initial Term and any extension thereof, the LESSEE shall:

- A. Use the PREMISES for the purpose of conducting activities of the COLLEGE PLACE LIONS CLUB as that use is permitted by the City of College Place Unified Development Code;
- B. Comply with the terms and conditions set forth in this Lease;
- C. Manage, maintain, operate, and schedule the PREMISES as a community center.
- D. ALLOW the LESSOR to reserve the PREMISES free of charge for city-sponsored community events.
- E. Comply with and abide by all applicable rules and regulations required by the LESSOR;
- F. Comply with all applicable local, state, and Federal ordinances, laws, and regulations, in the course thereof, obtain and keep in effect all permits and licenses required to conduct the authorized activities of the PREMISES;
- G. Maintain the PREMISES in a clean, aesthetically pleasing, and sanitary condition;
- H. Conduct the activities permitted herein in a courteous and non-profane manner and remove any agent, servant, or employee who fails to do so;
- I. Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all fixtures and personal property belonging to the LESSEE that are installed or places upon or within the PREMISES;

- J. Repair any and all damage to the PREMISES caused by or arising out of the LESSEE's use of the PREMISES;
- K. Permit the LESSOR and/or its authorized representative to enter the PREMISES at any time upon 48 hours' notice for determining whether the LESSEE complies with the terms and conditions of this lease.
- L. LESSEE shall not cause or permit discrimination against any individual or particular class of individuals, which is a protected class under State and Federal law.
- M. LESSEE needs to file annually on March 1st of each calendar year a report detailing the status of the community building, rents received, and the costs of maintenance.
- N. Except for LESSOR activities and events, LESSEE may deny use of PREMISES to any individual or group for a non-discriminatory and reasonable cause such as safety or security. ~~reject space rental applications on basis of scheduling or unsavory activities.~~ If event applicant wants to contest the rejection of said activity it can appeal to the CITY's Park, Arbor, and Recreation Board.

1517. NOTICES

Notices desired or required to be given by this Lease or by any law now or hereinafter in effect may be given by personal service or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelop with postage prepaid in the United States Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to LESSOR as follows:

City of College Place
Attn: City Administrator
625 S. College Avenue
College Place, Washington, 99324

Or such other place as may hereinafter be designated in writing by the LESSOR and the notices and envelopes containing the same to LESSEE shall be addressed to:

College Place Lions Club
Attn: President
PO Box 503
College Place, Washington, 99324

1618. WARRANT OF AUTHORITY

Each of the undersigned signatories for the LESSEE hereby personally covenant, warrant, and guarantee that each of them, jointly and severally, have the power and authority to execute this Lease upon the terms and conditions stated herein

and each agrees to indemnify and hold harmless the LESSOR from all damages, costs, and expenses, which result from a breach of this material representation.

1719. TERMINATION OF LEASE

Termination of this Lease for any reason whatsoever shall not release either party from liability or obligation hereunder resulting from an event which may have occurred before such termination, or thereafter in case by the terms of this Lease it is provided that certain things shall or may have to be done after such termination (including, but not limited to, removal of fixtures and equipment placed on the PREMISES by the LESSEE).

1820. LIENS

The LESSEE shall have no power to do any act or make any contract which may be created or be the foundation for any lien, mortgage, or other encumbrance upon the PREMISES or in the buildings or improvements thereon; it being agreed that should the LESSEE cause any alterations, rebuilding, replacements, changes, additions, improvements, or repairs to be made to the PREMISES; or labor performed or material furnished therein, thereon or thereto, neither the LESSOR nor the PREMISES under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, improvements, and repairs, and labor and material, shall be made, furnished and performed at the LESSEE's expense, and the LESSEE shall be solely and wholly responsible to the contractors, subcontractors, laborers and materialmen furnishing and performing such labor and material.

If, because of any act or omission (or alleged act of omission) of the LESSEE, any mechanic's or other lien, charge or order for the payment of money shall be filed against the demised PREMISES or any buildings or improvements thereon, or against the LESSOR (whether or not such lien, charge, or order is valid or enforceable as such, the LESSEE shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice to the LESSEE of the filing thereof, and the LESSEE shall indemnify and save harmless the LESSOR against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

1921. GOVERNING LAW:

This Lease shall be construed in accordance with the laws of the State of Washington. Venue of action shall lie in Walla Walla County, Washington.

2022. ENTIRE AGREEMENT/AMENDMENT:

This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may only be modified or amended if both parties agree to alterations in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Lease, or caused it to be duly executed, as of the day, month, and year first above written.

23. SEVERABILITY

Should any term, condition, or portion of this Lease be held illegal, void, or voidable, all other terms, conditions, and portions shall remain in full force and effect.

24. WAIVER

Failure of LESSOR to strictly enforce any term, condition, or requirement of this Lease shall not constitute a waiver of that term, condition, or requirements and LESSOR can enforce the same.

LESSOR:

CITY OF COLLEGE PLACE

Norma L. Hernández, Mayor

ATTEST:

Lisa R. Neissl, City Clerk

APPROVED AS TO FORM:

Rea Culwell, City Attorney

LESSEE

COLLEGE PLACE LIONS CLUB

, President

**LEASE AGREEMENT BETWEEN THE CITY OF COLLEGE PLACE,
WASHINGTON and THE COLLEGE PLACE LIONS CLUB REGARDING
THE OPERATION OF A PUBLICLY-OWNED COMMUNITY CENTER
STRUCTURE COMMONLY IDENTIFIED AS 801 SE LARCH AVENUE**

This LEASE AGREEMENT (this "Lease"), is made and entered into this 25th day of February, 2020 (the "Date of this Lease"), by and between the CITY OF COLLEGE PLACE, a non-charter code city governed by RCW Title 35A and municipal corporation organized under the laws of the State of Washington (the "LESSOR") and the COLLEGE PLACE LIONS CLUB, a 501(c)4 organization that is part of LIONS CLUB INTERNATIONAL, hereinafter called (the "LESSEE").

WHEREAS, the LESSOR owns that real property (the "PREMISES"), which is illustrated and designated on the "PREMISES MAP" attached to this Lease as Exhibit No. 1 and incorporated herein by reference, and is more particularly described in the "Legal Description of the Premises". Attached to this Lease as Exhibit No. 2 more commonly referred to as 801 SE Larch Avenue in College Place, Washington, 99324. And incorporated herein by reference; and

WHEREAS, the previous agreement between the LESSOR and LESSEE was in effect from February 28th, 2000 through February 28th, 2020; and

WHEREAS, pursuant and subject to the terms and conditions set forth herein, the LESSEE shall lease the premises from the LESSOR and the LESSOR shall lease the Premises to the LESSEE in order to accommodate the LESSEE's continued use of the PREMISES to operate it as a community center; and

WHEREAS, leasing of PREMISES to LESSEE is beneficial to the LESSOR's citizens, visitors, and the general public; and

NOW, THEREFORE, in consideration of the foregoing of the mutual conditions, promises and covenants hereinafter contained, the parties hereto hereby agree as follows:

1. LEASE OF PREMISES

LESSOR agrees to lease to LESSEE, and LESSEE agrees to lease from LESSOR the PREMISES in an "as is" condition, in accordance with the following terms and conditions.

2. USE OF PREMISES

The LESSEE shall use the PREMISES for LESSEE's Club meetings and events, and for use by third-parties as a community center. LESSEE shall require all third parties to use PREMISES only for such uses commonly and traditional associated with

a community center, (e.g. social, educational, or recreational activities). LESSEE shall require third-party users to comply with the terms and conditions herein and all other applicable rules, regulations, and policies set by LESSOR..

3. TERM

The AGREEMENT will begin on March 1st, 2020 and will continue for a period of five (5) years to March 1st, 2025, unless otherwise terminated under the provisions of this AGREEMENT. This AGREEMENT shall automatically renew for an additional period of five (5) years on the same terms as this AGREEMENT or as it may exist as amended, unless either party gives written notice of the termination no later than sixty (60) days prior to the end of the term or renewal term.

4. LEASE PAYMENTS

The lease payment shall be \$1 per year for the subject property.

5. THIRD-PARTY PAYMENTS

The LESSEE will manage and supervise under appropriate acceptable regulations agreed upon by the LESSEE & LESSOR the PREMISES for use by the public as a multi-purpose community center. The LESSEE will establish reasonable rates to be charged for the use of the PREMISES, which shall be approved by the LESSOR. These rates shall be posted at the PREMISES.

6. THIRD-PARTY USE AND REVENUE

The LESSEE will be responsible for supervising and scheduling the use of the said PREMISES. At least ten (10%) of gross revenues from PREMISES rentals must be reserved for maintenance and aesthetic improvements to the PREMISES and/or surrounding park.

7. TENANT IMPROVEMENTS

PREMISES is leased "as-is" and LESSEE shall be solely responsible for tenant improvements required to utilize the PREMISES as permitted and contemplated by this Lease.

8. REPAIR & MAINTENANCE

During this term of this Lease, including both the Initial Term and any extension thereof, the LESSEE shall be responsible for all repairs and day-to-day maintenance of the PREMISES.

9. UTILITIES & SERVICES

The LESSEE shall be solely responsible for payment of all utilities and services furnished to, or used by the LESSEE at the PREMISES, including without limitations, gas, electricity, water, sewer, telephone, cable, and all pertinent taxes, levies, connection charges, fees, and surcharges, if applicable. If LESSOR holds community

events such as the College Place Farmers & Artisans Market, Movies at the Park, or other event outlined in the annual Community Events Resolution adopted by the College Place City Council the LESSOR will pay the difference in the electricity bill from an average month in which no community event is held in recognition of the community's use of electricity.

10. ALTERATIONS & REPAIRS

The LESSEE acknowledges that it accepts the PREMISES in an "as-is" condition and agrees to make no demands upon the LESSOR for any alterations or improvements, unless agreed to by the LESSOR. The LESSEE shall have the right to make alterations and improvements only upon receipt of written approval thereof from the LESSOR, which will not be unreasonably denied.

11. TAXES

The LESSEE shall pay prior, to delinquency all taxes and assessments which may be levied upon or assessed against the PREMISES and all taxes and assessments of every kind and nature whatsoever arising in any way from the use, occupancy, or possession of the PREMISES or assessed against the improvements situated thereon, together with all taxes levied upon or assessed against LESSEE's PREMISES. To that end, the LESSOR shall not be required to pay any taxes or assessments whatsoever which relate to or may be assessed against this Lease, the PREMISES, improvements, and LESSEE's Property. The LESSEE may, at its option, contest in good faith and by appropriate and timely legal proceedings any such tax and assessment; provided, however, that the LESSEE shall indemnify and hold harmless the LESSOR from any loss or damage resulting from any such contest, and all expenses of same (including, without limitation, all attorney's fees, court, and other costs) are paid solely by the LESSEE.

12. INDEMNIFICATION

The LESSEE agrees to indemnify, defend, and save harmless the LESSOR, its agents, officers, and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damages arising from or connected with LESSEE's operations, or its services hereunder, including any workers' compensation suits, liability, or expense, arising from or connected with services performed on behalf of the LESSEE by any person pursuant to this Lease.

13. INSURANCE

The LESSOR will carry insurance under the City's blanket policy to replace the building in case of fire.

14. DEFAULT

The LESSEE agrees that if a default is made in any of the covenants and agreements herein contained to be kept by the LESSEE, the LESSOR may forthwith revoke and terminate this Lease.

15. ASSIGNMENT

This Lease is personal to the LESSEE, and in the event the LESSEE shall attempt to assign or transfer the same in whole or part, all rights hereunder shall immediately cease and end.

16. OPERATIONAL RESPONSIBILITIES

During the term of this Lease, including both the Initial Term and any extension thereof, the LESSEE shall:

- A. Use the PREMISES for the purpose of conducting activities of the COLLEGE PLACE LIONS CLUB as that use is permitted by the City of College Place Unified Development Code;
- B. Comply with the terms and conditions set forth in this Lease;
- C. Manage, maintain, operate, and schedule the PREMISES as a community center.
- D. ALLOW the LESSOR to reserve the PREMISES free of charge for city-sponsored community events.
- E. Comply with and abide by all applicable rules and regulations required by the LESSOR;
- F. Comply with all applicable local, state, and Federal ordinances, laws, and regulations, in the course thereof, obtain and keep in effect all permits and licenses required to conduct the authorized activities of the PREMISES;
- G. Maintain the PREMISES in a clean, aesthetically pleasing, and sanitary condition;
- H. Conduct the activities permitted herein in a courteous and non-profane manner and remove any agent, servant, or employee who fails to do so;
- I. Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all fixtures and personal property belonging to the LESSEE that are installed or places upon or within the PREMISES;
- J. Repair any and all damage to the PREMISES caused by or arising out of the LESSEE's use of the PREMISES;
- K. Permit the LESSOR and/or its authorized representative to enter the PREMISES at any time upon 48 hours' notice for determining whether the LESSEE complies with the terms and conditions of this lease.
- L. LESSEE shall not cause or permit discrimination against any individual or particular class of individuals, which is a protected class under State and Federal law.

- M. LESSEE needs to file annually on March 1st of each calendar year a report detailing the status of the community building, rents received, and the costs of maintenance.
- N. Except for LESSOR activities and events, LESSEE may deny use of PREMISES to any individual or group for a non-discriminatory and reasonable cause such as safety or security. If event applicant wants to contest the rejection of said activity it can appeal to the CITY's Park, Arbor, and Recreation Board.

17. NOTICES

Notices desired or required to be given by this Lease or by any law now or hereinafter in effect may be given by personal service or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelop with postage prepaid in the United States Post Office or any substation thereof, or any public letter box, and any such notice and the envelope containing the same shall be addressed to LESSOR as follows:

City of College Place
Attn: City Administrator
625 S. College Avenue
College Place, Washington, 99324

Or such other place as may hereinafter be designated in writing by the LESSOR and the notices and envelopes containing the same to LESSEE shall be addressed to:

College Place Lions Club
Attn: President
PO Box 503
College Place, Washington, 99324

18. WARRANT OF AUTHORITY

Each of the undersigned signatories for the LESSEE hereby personally covenant, warrant, and guarantee that each of them, jointly and severally, have the power and authority to execute this Lease upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the LESSOR from all damages, costs, and expenses, which result from a breach of this material representation.

19. TERMINATION OF LEASE

Termination of this Lease for any reason whatsoever shall not release either party from liability or obligation hereunder resulting from an event which may have occurred before such termination, or thereafter in case by the terms of this Lease it is provided that certain things shall or may have to be done after such termination

(including, but not limited to, removal of fixtures and equipment placed on the PREMISES by the LESSEE).

20. LIENS

The LESSEE shall have no power to do any act or make any contract which may be created or be the foundation for any lien, mortgage, or other encumbrance upon the PREMISES or in the buildings or improvements thereon; it being agreed that should the LESSEE cause any alterations, rebuilding, replacements, changes, additions, improvements, or repairs to be made to the PREMISES; or labor performed or material furnished therein, thereon or thereto, neither the LESSOR nor the PREMISES under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, improvements, and repairs, and labor and material, shall be made, furnished and performed at the LESSEE's expense, and the LESSEE shall be solely and wholly responsible to the contractors, subcontractors, laborers and materialmen furnishing and performing such labor and material.

If, because of any act or omission (or alleged act of omission) of the LESSEE, any mechanic's or other lien, charge or order for the payment of money shall be filed against the demised PREMISES or any buildings or improvements thereon, or against the LESSOR (whether or not such lien, charge, or order is valid or enforceable as such, the LESSEE shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice to the LESSEE of the filing thereof, and the LESSEE shall indemnify and save harmless the LESSOR against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

21. GOVERNING LAW:

This Lease shall be construed in accordance with the laws of the State of Washington. Venue of action shall lie in Walla Walla County, Washington.

22. ENTIRE AGREEMENT/AMENDMENT:

This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may only be modified or amended if both parties agree to alterations in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Lease, or caused it to be duly executed, as of the day, month, and year first above written.

23. SEVERABILITY

Should any term, condition, or portion of this Lease be held illegal, void, or voidable, all other terms, conditions, and portions shall remain in full force and effect.

24. WAIVER

Failure of LESSOR to strictly enforce any term, condition, or requirement of this Lease shall not constitute a waiver of that term, condition, or requirements and LESSOR can enforce the same.

LESSOR:

CITY OF COLLEGE PLACE

Norma L. Hernández, Mayor

ATTEST:

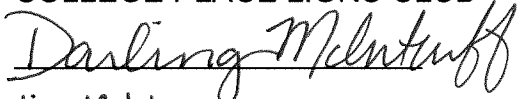
Lisa R. Neissl, City Clerk

APPROVED AS TO FORM:

Rea Culwell, City Attorney

LESSEE

COLLEGE PLACE LIONS CLUB


Darling McInturff, President

February 3, 2020

ATTN: City of College Place

Mike Rizzitiello, City Administrator

RE: 2019 Blue Sky funding award – City of College Station Well No. 2

Dear Mike Rizzitiello, City Administrator:

Congratulations! On behalf of our participating Blue Sky customers, Pacific Power is pleased to inform you that you've been selected to receive a Blue Sky funding award of up to \$100,000 to help advance your Solar project at 20 SE Maple Avenue, College Place.

Funding for your project is made possible by customers enrolled in the Blue Sky renewable energy program. You can learn more about the program at pacificpower.net/bluesky.

In order to receive Blue Sky funding, Pacific Power requires that you make a commitment to meet certain requirements, milestones and deliverables as outlined in the attached **Grant Agreement**. Your project funding award is contingent upon your agreement to the terms set forth therein.

Blue Sky funding will be provided once the project is complete and Pacific Power has received all documentation required to verify project expenses and completion. We encourage you to provide a copy of this letter and the attached agreement to your project manager and contractor(s) to ensure they are aware of all program requirements.

If you agree to all of the conditions set forth in the agreement, please sign and initial where indicated. Please email a copy of this letter and the signed agreement to bluesky@pacificcorp.com by **February 7, 2020**.

We look forward to partnering with your organization to support renewable energy in the region.

Sincerely,



Scott Bolton
Senior Vice President, External Affairs and Customer Solutions

GRANT AGREEMENT

2019 Blue Sky Funding Award

PacifiCorp d/b/a Pacific Power (Pacific Power) Intends to provide up to \$100000 to City of College Place ("Recipient") as part of the Pacific Power Blue Sky Program. These funds are made possible by customers electing to participate in the Blue Sky Program.

This Grant Agreement is intended to support Recipient efforts to install a renewable energy project (Project) at City of College Station Well No. 2. Disbursement of funds may be made upon completion of the project and Pacific Power confirmation that the award requirements in this Grant Agreement have been met. Pacific Power reserves the right to not fund the Project if, for any reason, Pacific Power determines that any award requirement is deficient.

The award amount is based on the information provided in the Recipient's application and during the interview process. Any unapproved material change to project design/plans/scope may result in forfeiture of funding or an adjustment to the Blue Sky funding award amount. All modifications to the project design/scope including those attributes listed below must be submitted for approval using the change request form provided by Pacific Power. Recipient agrees to meet all program requirements and deadlines which include, but may not be limited to the following (*please initial the bottom of each page to accept the terms on that page*):

PROJECT ATTRIBUTES

- Install a renewable energy project with the attributes described in the table below:

Award Recipient	City of College Station Well No. 2	Blue Sky recognition	The City will recognize Blue Sky in their on-site signage and on their webpage devoted to the solar monitoring.
Technology	Solar		
Minimum size*	37 kW		
Project location	City of College Place		
Project address	20 SE Maple Avenue College Place, City of College Place	Education plan	The community will be educated about the solar project with informational signage at the well site, information on the City website, in the City newsletter that is mailed to all residents, and at the City Earth Day celebration. McKinstry, the installer, supports STEM educational work through a non-profit Washington STEM and can work with Pacific Power
Visibility	The array will be ground mounted adjacent to the City Well #2.		
Commercial online date	8/1/2020		
Funding award**	Up to \$100,000		

			and the City to develop STEM curriculum.
--	--	--	--

** Blue Sky awards are competitive and funding is limited. If your project received a partial funding award, a minimum project size has been established based on the reduced funding level, which differs from the project size identified in your application. If your project does not meet the minimum size requirement listed above, funding may be reduced or rescinded.*

***The Blue Sky funding award represents an "up to" amount. Changes in project costs, design, and funding sources may result in adjustments to the final Blue Sky funding amount.*

- Install a renewable energy project by December 31, 2020.

Extensions to this timeline may be considered for projects associated with the construction of a new building or structure on a case-by-case basis. Recipient understands that if the project is not completed by December 31, 2021, Blue Sky funding may be rescinded unless a Pacific Power change order form is submitted and approved by a Pacific Power Blue Sky program representative.

- Install a project that will be served by Pacific Power (located in Pacific Power's service area) over the life of the project. **The funding award must be repaid to Pacific Power within 60 days if the project leaves the Pacific Power system.**
- Install a locally-owned project.
- *Pacific Power requires that the Recipient who purchases the renewable energy project own, or controls for the life of the project, the real property, and improvements where the renewable energy project will be located (Installation address). The Recipient hereby represents and warrants that it owns, or controls for the life of the project, the property listed as the Installation Address in this form.*
- Utilize a contractor licensed in the state where the project will be installed and conform to all county/state building and electrical codes and utility interconnection requirements, which includes both general interconnection requirements and inverter based interconnection requirements which may require one or more interconnection studies be performed by Pacific Power to determine feasibility, system impact and cost of safely connecting the generation equipment to the utility system. Recipient understands that Recipient shall be responsible for purchasing and installing any necessary protection equipment: any system upgrades due to impacts from the proposed interconnect project are Recipient's financial responsibility.
https://www.pacificpower.net/content/dam/pacific_power/doc/Efficiency_Environment/Net_Metering_Customer_Generation/PP_Interconnection_Net_Meter_Brochure.pdf
- Execute a Net Metering agreement or Interconnection Agreement with Pacific Power and understand that the renewable energy project, if net metered, may not operate until Pacific Power sets the net meter. Please provide you power clerk agreement number_____.
<https://pacificorpnetermetering.powerclerk.com/MvcAccount/Login>
- Install only new equipment, which must be evident in the documentation (invoice or signed contractor proposal).
- Install a production monitoring system that includes a publicly accessible (no log-in or password required) webpage featuring historic and present generation data.

Pacific Power may place a link to the monitoring site on its Blue Sky program webpage. Information collected may be used for educational purposes, performance analysis or any other reason Pacific Power deems necessary.

- Grant Pacific Power's Blue Sky program title to a share of the project's renewable energy certificates (a.k.a. RECs, green tags, tradable renewable energy certificates, renewable energy credits) proportional to the amount of the funding award and the total renewable energy project costs over the life of the project. A renewable energy certificate represents one thousand kilowatt-hours of renewable energy that is physically metered and verified. Recipient shall not make claims involving the environmental attributes of the renewable energy certificates retained by Pacific Power's Blue Sky program. Pacific Power will also be given the opportunity to purchase additional renewable energy certificates from the project, up to 100 percent of the project's output.

I. USE OF BLUE SKY FUNDS

Apply Blue Sky funds only to capital costs associated with the installation of equipment and approved outreach and education expenses. Funds cannot be used to cover expenses such as fees incurred for project estimates or bids, administrative or project management costs, non-renewable energy equipment such as electric vehicle supply equipment, and structural or other site improvements that would occur without the installation of a renewable energy system, such as landscaping or re-roofing.

Recipient's final Blue Sky funding amount cannot exceed total eligible project costs and the sum of Blue Sky funds and other outside funding sources cannot exceed project costs. Final reimbursement may be adjusted for changes in project costs, scope, and/or funding sources.

In addition, solar incentives provided by other Pacific Power programs may not be applied to the project if Blue Sky funding is accepted.

II. AWARD RECIPIENT DELIVERABLES

- **Recipient webinar:** Attend the Blue Sky award recipient webinar (*tentatively scheduled for February 27, 2020 2 p.m. to 3 p.m.*), along with the renewable energy contractor and project manager. The webinar will cover funding award requirements and expectations, along with guidance to expedite the documentation and reimbursement process. Webinar details will be provided upon execution of the memo of understanding.
- **Quarterly updates:** Provide a quarterly progress report on the 15th day of the month following each calendar quarter until the project is on-line. Quarterly progress reports will be provided by completing the quarterly progress report form provided by Pacific Power and emailing it to **bluesky@pacificorp.com**. The first report will be due by Wednesday, April 15, 2020
- **Change requests:** Complete and submit the change request form provided by Pacific Power for any material change in project scope from project attributes listed in the table above, conveyed in the funding application, or communicated during the interview process.
- **Financing plan:** Demonstrate to Pacific Power's satisfaction by July 15, 2020 via a written communication directed to **bluesky@pacificorp.com** that all funds necessary to complete the project have been secured. If the project has not secured financing for the additional amounts required by July 15, 2020, the project may forfeit its right to the funds reserved for the project.
- **Ongoing communication:** Keep the Blue Sky funding award administrator and local utility contact apprised of major project milestones, such as initiating installation, and opportunities to participate in celebrations and media engagement.

- **Project completion and reimbursement:** Upon completion of project installation and all funding requirements, complete and submit the final report form provided by Pacific Power along with required supplemental documentation to **bluesky@pacificorp.com**. Final reporting must be submitted no more than sixty (60) days following the execution of a net metering agreement or interconnection agreement and the project's official on-line date.

Note: Pacific Power will not be responsible for any lost documentation related to these award requirements.

III. EDUCATION AND OUTREACH REQUIREMENTS

- **Approvals:** Seek prior approval from Pacific Power for all materials that recognize Blue Sky customers or use the Pacific Power and Blue Sky logos.
- **Blue Sky Recognition statement:** Include the following statement on all signage, materials, and communications, both print and non-print, produced as part of the Blue Sky-funded project, "This project was made possible with funding support from Pacific Power's Blue Sky program customers." Contact **bluesky@pacificorp.com** with questions about use and modification of this language.
- **Permanent recognition:** Develop at least one piece of permanent, onsite signage that publicly recognizes the contributions of Pacific Power's Blue Sky customers. Pacific Power can provide samples and support the development of content and messaging.
- **Celebrations and publicity:** Celebrate the project completion following the steps outlined in the Media Outreach Toolkit (to be provided upon Grant Agreement completion). Celebrations and publicity can include media event, tour, media advisory, press announcement, stakeholder communications. Blue Sky representatives must be provided an opportunity to participate in celebrations.
- **Project host website:** Publish the Pacific Power Blue Sky logo and the online project monitoring tool on the project host's website at the time of project completion. *Note: monitors cannot be used for advertising purposes.*
- **Pacific Power website:** Allow Pacific Power to include information regarding your project in customer communication material used by Pacific Power. This includes Pacific Power's right to use photographs of the facility in brochures and internet pages for purposes of supporting the Blue Sky renewable energy program.
- **Site tours:** Allow Pacific Power and its customers and guests at least two tours each year, subject to 30 day advance notice by Pacific Power.

Contact the **bluesky@pacificorp.com** for approvals and guidance.

IV. REIMBURSEMENT

Reimbursement may be remitted within thirty business (30) days of Pacific Power confirmation that all funding requirements, including reporting and documentation, have been met. Reimbursement will be remitted directly to the applicant or to their designated assignee as directed by the award Recipient. Reimbursement may be distributed once the project is complete and verified through the following steps:

- City/county permitting finalized, including electrical inspection.
- Utility has approved installation for operation (utility installed net meter is operational and system is grid tied; for projects that are not to be net metered, the utility has approved interconnection agreement application and granted permission to operate)

- Publicly accessible production monitoring webpage is operational.
- Final report is submitted and approved by the Blue Sky team, along with:
 - Itemization of each eligible project expense – i.e. labor, permits, renewable energy generation equipment and materials.
 - Copies of detailed invoices documenting total and eligible system costs and supporting itemization of expenses
 - Documentation of each outside funding source
 - Photos of the installation (.jpg) photos
 - Photos of signage and other educational collateral
 - Photos of any onsite monitoring system displays
 - Documentation of PR and outreach efforts (e.g. press coverage, celebrations, etc.)

V. OVERALL ACKNOWLEDGEMENT OF TERMS

Recipient understands that this funding award, as specified in Section I above, is to, among other things, "Install a renewable energy project that will be served by Pacific Power (located in Pacific Power's service area) over the life of the project." Accordingly, Recipient agrees to refund the award in full should the project cease to be served by Pacific Power.

Recipient has reviewed and understands the terms and conditions of receiving Blue Sky funding and represent and warrants to Pacific Power that the party executing below is authorized to sign this Grant Agreement on behalf of Recipient.

Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN NO EVENT SHALL PACIFIC POWER BE REQUIRED TO PAY OR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES.

Recipient understands it must be enrolled in Pacific Power's Blue Sky program at the business partner level.

Please initial each page, complete the Funding Recipient Acceptance section of the signature page and return signed form to bluesky@pacificorp.com.

Signature Page

Funding recipient acceptance

Recipient (funding award recipient) hereby understands and accepts all obligations and limitations associated with receiving a Blue Sky funding award and agrees to the requirements and conditions described in this agreement.

Recipient also acknowledges that Pacific Power has not made any representations and has specifically disclaimed any and all warranties, expressed or implied, with respect to the renewable energy system installed or the electrical contractor, including but not limited to those concerning the electrical contractor's experience qualifications or background, the amount of energy generated or saved, if any, to be realized by the host customer, the quality of specific materials, components, or workmanship utilized in the installation or the nature of or whether building permit(s) or governmental approvals may be required. Recipient also understands that Pacific Power's liability is limited to the funding award and under no circumstances will Pacific Power be liable to the customer or electrical contractor for any further amounts. Recipient releases and hereby indemnifies Pacific Power, its parent, board, officers, employees and agents against any claim made, action, damages, order or other legal liability in association with Recipient's anticipated receipt of or use of funds under this agreement.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Company: _____

Pacific Power Acceptance

Signature: _____

Date: _____

Printed Name: _____

Title: _____

City of College Place, Washington
RESOLUTION NO. 20-006

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
REGARDING ACCEPTANCE OF PACIFIC POWER BLUE SKY SOLAR ARRAY GRANT.**

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

Whereas, the City submitted a grant application into Pacific Power for installation of a solar array near the southwest corner of Whitman Drive and Maple Avenue; and

Whereas, the City received correspondence in February that partial grant funding for the projects was awarded; and

Whereas, the City is working with contractor McKinstry to scale the project down to reflect the economic realities of the grant that was awarded.

Whereas, a grant contract was issued to the City on February 3rd, 2020 by Pacific Power;

Now therefore, be it Resolved that the City Council of the City of College Place does hereby

1. Accept the Grant Contract with Pacific Power for the installation of a solar array on city-owned land near the intersection of Whitman Drive and Maple Avenue.

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 11th day of February, 2020.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

January 30th, 2020

Hayden Homes, LLC
Attn: Brian Thoreson
2464 SW Glacier Place, Suite 110
Redmond, OR 97756

RE: Closeout Stormwater and Groundwater Solution and Indemnity Agreement Related to Homestead Village Planned Unit Development Phase II & III

Dear Mr. Thoreson:

This agreement amends the following agreements:

1. January 25, 2017 “Indemnity Agreement”
2. August 28, 2018 “Interim Stormwater Solution Indemnity Agreement Related to Stormwater Retentions for Homestead Village Planned Unit Development Phase II and III” (“Interim Stormwater Agreement”)
3. December 11, 2018 “Request for Limited Relief from Interim Stormwater Solution and Indemnity Agreement Related to Stormwater Retention for Homestead Village Planned Unit Development Phase II & III”

as follows:

1. The prior agreements remain fully enforceable and in effect.
2. Upon mutual agreement, the following facilities shall be constructed to City-approved plans with those portions noted below dedicated to the City upon written notice of acceptance:
 - a. Phase 3D Stormwater Pond System with Doan Creek Return (Stormwater System). Stormwater System shall be dedicated upon a stand-alone city lot.
 - b. Doan Groundwater Underdrain System (Underdrain System). Those portions of Underdrain System under City right(s)-of-way shall be dedicated with the rest of the main lines and laterals placed in easements remaining under the ownership of the Community Association. Portions of the system under City right-of-way and takeoffs from the laterals to the foundation drains are to be constructed as perforated pipe drain systems.

Upon execution of this Agreement by both parties, Phase 3E may commence; Phase 3E must comply with all federal, state, and local laws, including, but not limited to, City development laws and policies as applicable to this development.

3. The terms of the January 25, 2017 “Indemnity Agreement” are hereby expanded to include all stormwater and groundwater discharges from both of the systems above and the Dewatering Trench installed for the park to be dedicated to the City (see Homestead Village PUD-Phase 3D

plans approved 9/13/18) such that the Hayden Homes shall continue to indemnify, defend, and hold harmless the City related to the three systems noted above before and after dedication of the facilities. Nothing in this section decreases the duty of Hayden Homes to the City contained in the "Indemnity Agreement" and/or the "Interim Stormwater Agreement" or any other such agreement touching upon stormwater and/or water discharge for the subject development. It is expressly acknowledged that the Stormwater System and Underdrain System contemplated by this agreement shall not satisfy Section 4 of the January 2017 Indemnity Agreement. Hayden Homes shall come into compliance with and satisfying Section 4 of the January 2017 Indemnity Agreement. Upon compliance therewith, as determined solely by the City, Hayden Homes shall be released from the Indemnity Agreement including indemnifications for the operations of the facilities contemplated in this agreement. Such release must be in writing.

4. Hayden Homes shall record an irrevocable amendment to the Protective Covenants, Conditions, and Restrictions for Homestead Village obligating Homestead Village Homeowners Association (or individual property owners should the HOA dissolve or no longer be valid) to maintain the three systems noted above with the City retaining the right to charge all associated costs to the Association (individual property owners) if the Stormwater System is not maintained to Stormwater Management Manual of Eastern Washington standards and the Underdrain System and Dewatering Trench are not maintained in operating condition.
5. The Phase 3D Stormwater Pond System (wet pond and detention area) with any areas of the Doan Creek Return outside of existing easements supporting its use shall, upon approval by the City, be dedicated to the City.
6. Development of the remaining portions of Tracts 1 and 2 (after dedication of Stormwater System) is contingent on final stamped engineering plans for the Stormwater System approved by the City with a stamped stormwater report addendum and stormwater design certification. Development and supporting private facilities shall not be constructed on City rights-of-way and/or properties dedicated and/or deeded under this Agreement.
7. Hayden Homes shall address and record easement modifications necessary to support the function and ownership of the Stormwater System, Underdrain System, and Dewatering Trench.
8. Phase 3D Stormwater Pond System with Doan Creek Return is to be designed and constructed by Hayden Homes compliant with and under the City's current NPDES permit.
9. Hayden Homes shall guarantee the systems are maintained and function and perform as required by the City for two years after acceptance by the City.
10. Doans Avenue, the Stormwater System and the Underdrain System must be fully constructed and operational (and Doans Avenue open to the public) before any building permits on Lots 40-47 and Tracts 1 & 2 of Phase 3D are issued.
11. Community Park (Veterans Park) must be deeded to the City before any development on Tracts 1 & 2 shall be permitted.

12. The reference to the date of the Indemnity Agreement in the Interim Stormwater Agreement is corrected from July 25, 2017 to January 25, 2017.

Please indicate your agreement to these provisions by have an authorized representative of Hayden Homes sign in agreement below. By mutual agreement, this letter amends the January 25, 2017 “Indemnity Agreement” and the August 28, 2018 “Interim Stormwater Solution Indemnity Agreement Related to Stormwater Retentions for Homestead Village Planned Unit Development Phase II and III” agreement between the City of College Place and Hayden Homes.

Sincerely,

HAYDEN HOMES

Norma Hernandez
Mayor
City of College Place

By: _____

Title: _____

cc: Michael Rizzitiello
Rea Culwell, City Attorney
Paul Hartwig, Public Works Director
Robert Gordon, City Engineer

EXHIBIT 2

August 28, 2018

Hayden Homes, LLC
Attn: Brian Thoreson
2464 SW Glacier Place, Suite 110
Redmond, OR 97756

RE: Interim Stormwater Solution and Indemnity Agreement Related to Stormwater Retention for Homestead Village Planned Unit Development Phase II & III

Dear Mr. Thoreson:

The Homestead Planned Unit Development (PUD) has experienced on-going stormwater challenges exacerbated by high ground water elevations. The City is desirous of seeing these issues addressed in an effective and sustainable manner. Hayden Homes has proposed an interim solution that would allow, upon City approval, the approval of engineering plans and continuing development of the PUD. The City has agreed, for the purpose of approving the remaining phases, to provisionally accept the current proposal, namely, the pumping of water retained within the development to an existing stormwater facility where it shall be released at predevelopment rates into Doan Creek, as an interim solution. It is expressly acknowledged that this proposal shall not satisfy Section 4 of the January 2017 Indemnity Agreement. Accordingly, the indemnity agreement shall remain in full force and effect. The current proposal is further conditioned by Hayden Home's agreement to satisfy the following conditions:

1. Final design of the proposed interim stormwater system shall be acceptable to the City. The proposed system shall:
 - a. Include an automated control system to preserve existing stormwater design capacity in receiving swales (drain system should not interfere with normal pond/swale operation during stormwater events);
 - b. Address comments provided on the June 28, 2018 memo.
2. Hayden Homes shall provide provisions, acceptable to the City, for the long term guarantee that the community association or other means shall be responsible for the operation of the system and the costs of operation, maintenance and any replacement/reconstruction. The City will consider provisions that include:
 - a. Financial guarantee until the City finally accepts a stormwater system satisfying the conditions of the January 2017 Indemnity Agreement;
 - b. Irrevocable Covenants, Conditions and Resolutions (CCR) language with provision for recovery against each property owner for their proportionate share if the community association defaults with an attendant clause that the irrevocable provision and association cannot be dissolved without prior city approval.
3. Reassumption of ownership of previously dedicated Stormwater Facility #2 by the Homestead Village Homeowners Association with a stormwater maintenance easement granted to the City and corresponding modifications to the CCR's with City's irrevocable right to maintain and charge all associated costs to the homeowners' association if not maintained or operated to Stormwater Management Manual for Eastern Washington standards.

4. Agreement that development of Tract 1 shall be contingent upon City approval of development of downstream regional facility.
5. Hayden Homes shall record and show "utility easements" across any non-common area Homestead PUD properties occupied by stormwater lines and facilities.
6. Provide stamped (by engineer-of-record) stormwater Design Certification (STD Plan 410.10) for "interim stormwater solution" plan referencing submitted interim stormwater plan set.
7. Upon construction, provide stamped (by engineer-of-record) Stormwater Facility Construction Certification (STD Plan 410.20) for the "interim stormwater solution".

Provisional acceptance of the interim facility does not prohibit the City from amending the current proposal to its satisfaction. Neither does this provision prohibit the City, after a successful demonstration period (with period solely determined by the City), from approving the current proposal as an approved stormwater system fully satisfying the conditions of Section 4.

Additionally, final plat approval for any of the remaining phases of Homestead Village shall be conditioned upon construction and approval of the stormwater facilities in advance of any final plat application without recourse to financial guarantee.

Please indicate your agreement to these provisions by have an authorized representative of Hayden Homes sign in agreement below. By mutual agreement, this letter amends the July 25, 2017 agreement between the City of College Place and Hayden Homes.

Sincerely,



Harvey Crowder
Mayor
City of College Place

HAYDEN HOMES

By: 
6A6D5FECB524456...
Title: VP Land

cc: Michael Rizzitiello
Andrea Clare, City Attorney
Paul Hartwig, Public Works Director
Robert Gordon, City Engineer

EXHIBIT 3

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT is entered into by and between the City of College Place, a Municipal Corporation of the State of Washington ("College Place") and Hayden Homes, LLC, a Washington Limited Liability Company ("Hayden"), related to the storm water retention for Homestead Village Plan Unit Development Phase II & III.

I. RECITALS

WHEREAS, Homestead Village Plan Unit Development ("PUD") was approved on December 10, 2007, through Resolution No. 782 which allowed for up to 321 dwelling units; and

WHEREAS, to date, 144 lots have been approved through Phase II; and

WHEREAS, Phase III would add 122 additional lots; and

WHEREAS, within Phase II, Hayden Homes constructed a storm water retention facility and wetlands; and

WHEREAS, water from the storm water retention facility and/or wetlands has seeped onto adjacent property, owned by the Martin Airfield, LLC, Parcel No's: 350734130004 and 3507341100002; and

WHEREAS, within the Phase III approval, the City and Hayden have agreed to provide for a remedy to claims associated with this water seepage onto the referenced Martin Airfield LLC parcels; NOW, THEREFORE,

The parties agree as follows:

II. A G R E E M E N T

1. Hayden hereby agrees to indemnify and release the City of any and all claims which may be brought by Martin Airfield, LLC, or its successors or assigns of Walla Walla County Parcel Nos. 350734110002 and 35073413004 or its assigns, related to groundwater seepage or infiltration or wetland impacts in the area generally described as the lands within the City of College Place urban growth area, south of Martin Airfield, west of Homestead Village Planned Unit Development (PUD) which is currently used for agricultural purposes.

2. In the event of a claim submitted to the City by Martin Airfield, LLC, its successors or assigns, the claim shall be tendered to Hayden. Hayden shall keep the City apprised of the status of any claim, including but not limited to, whether compensation is paid or whether a factual dispute exists with respect to Martin Airfield's claim.

3. In the event of litigation, Hayden shall provide defense costs to the City and, shall pay any judgment, settlement, or mediated agreement or otherwise pay for any remedial action to prevent future flooding episodes.

4. This Indemnity Agreement shall run with the property and be binding upon Hayden, its successors or assigns, and shall remain in effect until (1) the City's release of the Agreement; or (2) the City approves a) a storm water design addressing the seepage and infiltration impacts that meets both City Stormwater requirements as updated and approved from time to time by the City and the recommendations and guidelines of the Stormwater Management Manual for Eastern Washington and b) a wetlands design that is approved by a wetlands biologist whose assessment is acceptable to Washington State Department of Ecology. Facilities for such designs may include lands adjacent to the current PUD that are subsequently incorporated into the PUD.

This Agreement shall be recorded upon Homestead Village, Phase 3. In the event Hayden Homes is no longer responsive whether by default or by abandonment, Homestead Village Homeowners Association for Phase 3, or its successors shall assume all obligations assumed by Hayden Homes under this agreement and shall also benefit from any relief herein provided to Hayden Homes.

5. In the event of any dispute regarding the scope of this Indemnity Agreement, the terms contained herein, or performance under this Agreement, the dispute shall be resolved through binding arbitration to be held in Walla Walla County unless otherwise agreed. The substantially-prevailing party shall be entitled to reasonable attorney fees and costs.

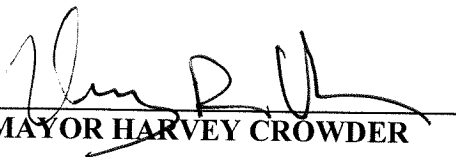
6. This Agreement constitutes the full and complete Agreement between the parties. There are no other Agreements related to this indemnity obligation which may only be modified by mutual, written agreement.

7. If any term, condition or obligation set forth in this Agreement is deemed to be unenforceable, the remaining terms, conditions and provisions shall remain enforceable to the greatest extent practical.

DATED this 25 day of Jan, 2017.

CITY OF COLLEGE PLACE

By:


MAYOR HARVEY CROWDER

HAYDEN HOMES

By:

DocuSigned by:

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