

Tuesday, August 11, 2020
Electronic City Council Meeting

7:00 P.M.
2057th Regular City Council Meeting - Electronic Attendance

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

Or you may call this number to listen: 1-669-900-9128 ID#966 3003 1810

1. Opening Items.

Subject :	1.01 Council Reference Materials
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	1. Opening Items.
Access :	Private
Type :	Information
Subject :	1.02 Call To Order
Meeting :	Aug 11, 2020 - Electronic 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 :	Aug 11, 2020 - Electronic 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.
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Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	1. Opening Items.
Access :	Public
Type :	Procedural
Subject :	1.05 Public Comment Procedure for Virtual Meetings - Council meetings are primarily structured to permit Council Members to arrive at the decisions necessary to govern the City.
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	1. Opening Items.
Access :	Public
Type :	Information

Public Content

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

COVID-19 Virtual Meeting Protocol for Public Comment:

When submitting public comments, include the following regardless of the manner you are using: - Note that there are deadlines for each method of commenting.

- Your Name
- Your Address

Public comments may be provided in one of three ways:

- Comments in writing of no more than 1 page (If typewritten, no less than 11 pt font.) may be submitted no later than 4:30PM on the meeting date to be included in the record.
- Comments may be madeby telephone during the meeting by calling a number that will be provided to you upon notification to the City Clerkno later than 4:30 PM the day of the meeting.*
- Comments may be made by virtual meeting attendance with a link that will be provided to your emailupon notification to the City Clerkno later than 4:30 the day of the meeting.*

*If you would like to make a public commentby either phone or virtual meeting, you can contact the clerk at lneissl@cpwa.usor by phone at 509-394-8511 no later than 4:30 on the meeting date.

2. Consent Agenda.

Subject :	2.01 AB 20154 - Approve Agenda for August 11, 2020
Meeting :	Aug 11, 2020 - Electronic 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 20155 - Approve Council Minutes from July 28th Workshop
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes

File Attachments

[BoardDocs® LT Plus_07-28-2020_Draft_Minutes.pdf \(906 KB\)](#)

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 :	2.03 AB 20156 - Approve Council Minutes from August 4, 2020 Special Meeting
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes

File Attachments

[BoardDocs® LT Plus_08-04-2020_Special_Mtg_Draft_Minutes.pdf \(883 KB\)](#)

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 :	2.04 AB 20157 - Approve Council Minutes from
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August 4, 2020 Workshop

Meeting : Aug 11, 2020 - Electronic City Council Meeting
Category : 2. Consent Agenda.
Access : Public
Type : Action (Consent), Minutes

File Attachments

[BoardDocs® LT Plus_08-04-2020_Workshop_Draft_Minutes.pdf \(883 KB\)](#)

Consent

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Subject : 2.05 AB 21058 - Diversity and Inclusion Advisory Board Appointments
Meeting : Aug 11, 2020 - Electronic City Council Meeting
Category : 2. Consent Agenda.
Access : Public
Type : Action (Consent)
Preferred Date : Aug 11, 2020

Public Content

On July 14, 2020 the Diversity and Inclusion Advisory Board was created. The Board is to consist of seven members of the community with at least five of those residing within the city limits. No more than two can be "community stakeholders" who either work or reside within the city's municipal urban growth area. The vacancies were advertised in the newspaper and city website and social media platforms. Applications were accepted through Tuesday, August 4th at 4:00 PM

Position	Term Ends	Board Member
Position 1	December 31, 2021	Suzanne M. Sullivan
Position 2	December 31, 2021	Walt Meske
Position 3	December 31, 2022	Kaelyn Pyke

Position 4	December 31, 2022	David Lopez
Position 5	December 31, 2022	Nadine Stecklein
Position 6	December 31, 2023	Donald Ponds
Position 7	December 31, 2023	Ruben Hernandez

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 :	2.06 AB 21058.B - Diversity & Inclusion Advisory Board CPMC Update
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Preferred Date :	Aug 11, 2020
Fiscal Impact :	No

Public Content

While preparing the appointment notices for the DAB members, the Clerk noticed that the section related to the Open Public Meetings Act was inadvertently left out of the code for this board.

This item is just a correction ordinance to include in the code that the board is subject to 42.30 RCW Open Public Meetings Act (OPMA) for clarification purposes.

File Attachments

[Ord_No_20-015_CPMC_2.60_OPMA_Clarification.pdf \(115 KB\)](#)

Consent

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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 :	2.07 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 :	Aug 11, 2020 - Electronic 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 AB 20159 - July 2020 Yard of the Month Recipient - 530 SE 12th Street - Sgt. Parker
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	3. Presentations.
Access :	Public
Type :	Discussion, Information

Public Content

Historical Perspective:

The City of College Place adopted a "Yard of the Month Program" to be awarded during the months of June, July, August and September. An additional award will be presented in the month of December for seasonal decorations.

Information for Consideration:

The August Yard of the Month recipient is Maria Garcia. She has lived in her home for around four years, and she enjoys tending to her plants and flowers.

File Attachments

[IMG_4186.JPG \(4.032 KB\)](#)

[IMG_4188.JPG \(4.595 KB\)](#)

Subject :	3.02 AB 20160 - NEOGOV - Recruitment & Onboarding Software - Ms. Doering
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	3. Presentations.
Access :	Public
Type :	Discussion, Information

Public Content

Historical Perspective:

Prior to implementing NEOGOV, applicants accessed a fillable PDF application on our website or a paper application at City Hall. Frequently there were technical issues and completing the application on a smart phone was extremely difficult if not impossible.

Information for Consideration:

The 2020 budget included funds to purchase software to automate our hiring process and eliminate paper and streamline processes. Applicants who visit our website are now directed to our NEOGOV career page where they can see a listing of open positions and can easily apply via computer or smart phone.

File Attachments

[Neogov 2020.pdf \(1.796 KB\)](#)

Subject :	3.03 AB 20161 - FY 2021 Budget Process Kickoff - Mr. Rizzitiello & Mr. Carleton
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	3. Presentations.
Access :	Public
Type :	Discussion, Information

Public Content

The City Administrator will go over key economic data and results of the recent city budget and services survey that was conducted. The Finance Director will go over the Budget Calendar for Fiscal Year 2021.

File Attachments

[Powerpoint.pdf \(3,305 KB\)](#)

[BudgetCalendar.pdf \(127 KB\)](#)

[BudgetSurveyResults.pdf \(368 KB\)](#)

4. Public Hearings-None.

5. Action Items.

Subject :	5.01 AB 20162 - Fire Training Facility Agreements - Chief Winter
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Aug 11, 2020
Fiscal Impact :	Yes
Dollar Amount :	\$251,500.00
Budget Source :	This is to be split over five years starting in 2021. Will be included in the 2021 Budget.
Recommended Action :	Motion to authorize the Mayor to sign the agreements with the City of Walla Walla and Walla Walla Fire District #4 for the improvements of the Fire Training Facility and maintenance agreement.

Public Content

Historical Perspective:

The fire department has been utilizing for free the Walla Walla Fire Department's drill tower since it was built in the 1970s. The facility is at a point where it needs major renovation and repair so that it can remain viable for fire training.

Information for Consideration:

The proposed agreement is to split the cost of the renovation equally, between the three main users of the facility. While the use of the facility is not utilized equally by all parties, the fact that we have never paid for the upkeep or the initial build of the facility was factored in to the decision to split the cost equally. The maintenance of the facility will be shared at a 50% for Walla Walla, 25% for both District 4 and College Place.

File Attachments

[Final Cost Sharing Interlocal for Fire Training Facility repair and upgrade.pdf \(71 KB\)](#)

[Final WWFD-D4-CP Agreement.pdf \(250 KB\)](#)

[Cost Sharing Interlocal for Fire Training Facility repair and upgrade-redline.pdf \(102 KB\)](#)

[WWFD-D4-CP Agreement-redline.pdf \(214 KB\)](#)

Subject :	5.02 AB 20163 - 10th Street Improvement Project Construction Inspection Contract Award - Mr. Hartwig
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public

Type :	Action
Preferred Date :	Aug 11, 2020
Fiscal Impact :	Yes
Dollar Amount :	\$67,000.00
Budgeted :	Yes
Budget Source :	BARS 595.40.63.00 / There is \$135,000 in the 2020 CIP for this project.
Recommended Action :	Motion to award 10th Street Improvement Project Construction Inspection to Anderson Perry for an amount not to exceed \$67,000.

Public Content

Anderson Perry had the design contract for the 10th Street Improvement project that went through bid award. They have provided a contract to perform the construction engineering for the remainder of the project through inspection, record drawings, and final reports. I'm asking for a 10% contingency in the amount of authorization. The actual contract is for \$61,000.

File Attachments

[Contract.pdf \(839 KB\)](#)

Subject :	5.03 AB 20164 - Repair of Non-pot Pump at WWTP - Mr. Hartwig
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Fiscal Impact :	Yes
Dollar Amount :	\$17,000.00
Budgeted :	Yes
Budget Source :	535.80.48.00 / Included in Waste Water operational costs
Recommended Action :	Motion to approve the repair of the Non-pot pump at the WWTP for an amount not to exceed \$17,000.

Public Content

The City has 2 non-pot pumps at the WWTP. The non-pot pumps provide treated effluent to the headworks, solids press operation, UV cooling, irrigation around the plant, and washdown water. It is a critical piece of equipment that works in a difficult environment.

File Attachments

[155314 College Place O & I Photo Report.pdf \(3.791 KB\)](#)

[155314 ch2m hill college place byron jackson repair quote.pdf \(88 KB\)](#)

Subject :	5.04 AB 20165 - BMAC Utility/Rental Assistance - Mr. Carleton
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Aug 11, 2020
Fiscal Impact :	Yes
Dollar Amount :	\$20,000.00
Budget Source :	The funds will be submitted to the DOC for reimbursement under the State Cares Act funding.
Recommended Action :	Motion to authorize the Major or City Administrator to sign the contract with Blue Mountain Action Council (BMAC) to provide \$20,000 in COVID Relief money in support of Rental /Utility assistance to the residences of College of Place.

Public Content

Due to the COVID-19 pandemic, College Place is experiencing a public health emergency that has created detrimental health, economic development, and housing consequences to the City's residents as demonstrated in the emergency disaster declaration adopted by College Place City Council on March 17th, 2020 and renewed on June 9th, 2020, and remains in effect until Mayor or State of Washington Governor declare the COVID-19 emergency over.

The State of Washington extended the City a grant from the Federal Government CARES Act distribution for local governments of \$289,950 on May 20th, 2020 which can cover expenditures deriving from the City's response to the COVID-19 declared emergency between March 1st, 2020 and October 31st, 2020.

The City will provide \$13,000 in funds to BMAC to provide utility bill relief to College Place utility customers who have a good payment history but are struggling to timely pay for utility services due in whole or in part to COVID-19 mandated quarantine, or loss or reduction in employment and corresponding earnings due to COVID-19 impacts, is in the best interest of College Place residents.

The City will also provide an additional \$7,000 to BMAC to provide rental assistance to College Place residents who have a good rental payment history but are struggling to timely pay for housing due in whole or in part to COVID-19 mandated quarantine, or loss or reduction in employment due to COVID-19 impacts, is in the best interest of College Place residents.

File Attachments

[GrantManagement_EmergencyManagement_CARES_BMACDraftContract \(1\) \(1\).pdf \(54 KB\)](#)

Subject :	5.05 AB 20166 - Affordable Housing Sales Tax Interlocal Agreement with Walla Walla County and the Cities Within - Mr. Rizzitiello
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	5. Action Items.

Access :	Public
Type :	Action
Recommended Action :	Motion to approve Resolution No. 20-023 which permits the Mayor to sign the Interlocal Agreement with Walla Walla County, City of Walla Walla, City of Waitsburg, and the City of Prescott regarding the Affordable Housing Sales Tax Credit.

Public Content

Historical Perspective:

The Affordable Housing Sales Tax Credit was created by SHB 1406 in the 2019 Legislative Session.

Information for Consideration:

The Affordable Housing Sales Tax lasts for twenty years. If the City collected it alone, per the statute we would only get 0.0073% which would amount to a little more over \$11,000 a year. With working with the County since they have a qualifying matching tax (mental health sales tax) the collection amount doubles to 0.0146%. The tax is not a new tax. It is a credit against the State's portion of existing sales tax. The State did this because the legislature knows that affordable housing is at crisis levels in this state. This agreement clarifies the working agreement in administering funds between the agencies. The attorneys for the County, City of Walla Walla, and City of College Place worked jointly on this agreement.

File Attachments

[2020 interlocal for sales tax credit.pdf \(26 KB\)](#)

[Resol_No_20-032_Affordable_Housing_Sales_Tax.pdf \(111 KB\)](#)

Subject :	5.06 AB 20167 - Authorization for Contract to Assess Autumn Meadows Homeowners Association Petition for Public Assumption of Private Infrastructure - Mr. Gordon
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Aug 11, 2020
Fiscal Impact :	No
Dollar Amount :	\$15,000.00
Budget Source :	The funds have been paid by the HOA and will be used to cover the expenditures.
Recommended Action :	Motion to award contact to assess merits of Autumn Meadows petition to assume private infrastructure to TD&H and authorize staff to increase the amount of the contract upon written approval by the Autumn Meadows Homeowners Association.

Public Content

Historical Perspective:

In 2017, Autumn Meadows approached the City with an inquiry regarding assumption of their road system. On 2/27/18, Council adopted code that would allow the City to assess and elect to assume private infrastructure upon request by the owners. On 6/9/2020, Council accepted a petition from the homeowners association and authorized a study to assess the merits of the petition.

Information for Consideration:

The City advertised for professional services to conduct the study on the assumption of the Autumn Meadows private infrastructure. Proposal were due 7/31/2020. TD&H, Inc. was the sole respondent with a contract price of \$15,000 Staff has reviewed the proposal and recommends award. Autumn Meadows Homeowners Association has deposited a check with the city for \$15,000. The City will obtain approval from the Homeowners Association before authorizing any work in excess of \$15,000.

File Attachments

[20200811.Exhibit_1_TDH_Contract.pdf \(4.845 KB\)](#)

Subject :	5.07 AB 20168 - 12th Street Project - Phase 1 TIB Funding Application - Mr. Gordon
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Aug 11, 2020
Budget Source :	Included in the 2023 CIP.
Recommended Action :	Motion to approve Resolution No. 20-033 approving application for TIB Urban Arterial Program grant funding.

Public Content

Historical Perspective:

The 12th Street project has been on the City's transportation improvement plan since 2012.

Information for Consideration:

The first phase of the 12th Street project is the section of road between College and Larch Avenues. This segment of 12th Street currently has an average pavement condition rating (PCR) of 58. (A new road has a PCR of 100.) 12th Street is also listed in the Walla Walla Valley Metropolitan Planning Organization's Blue Mountain Regional Trails (BMRT) plan as a bike route with 8-10' bike lanes planned. The BMRT was adopted by Council on March 17, 2018 (Resolution 18-007) "for use in planning, and inclusion in the Parks Master Plan and Comprehensive Plan of the City of College Place."

The current proposal incorporates pedestrian streetlights and street trees matching what has been installed on College Avenue. The proposal also modifies the original bike lane proposal to utilize a multi-use path on one side of the street (sidewalk on the other) instead of two separate bike lanes in the interests of preserving

parking on both sides without incurring substantive ROW acquisition costs.

This application to the Transportation Improvement Board is due by 8/12/2020. Before approving projects, TIB ensures all subsurface utilities are either in good condition or are also being replaced and so the full project is proposed to include those improvements as well. TIB requires a minimum 10% local match and funds only street-related improvements which includes stormwater improvements, right-of-way acquisition, street lights and up to 5% of landscaping (street trees). Proposed stormwater improvements will redirect flow from 12th Street to infiltration facilities.

Estimated costs for the project including Engineering are as follows:

Streets: \$3,189,310
Stormwater: \$560,218
Water: \$510,590
Wastewater: \$122,157
Conduit: \$64,053
TOTAL: \$4,446,328

TIB is being requested to fund \$3,300,000, or 89% of the street and stormwater improvements with a local City match of \$449,528.

The City would need to fund 100% of the Water, Wastewater and Conduit improvements. Total local contributions for all elements of the project would equal \$1,146,328. See preliminary cost estimate (Exhibit 4). Costs may be further refined before submittal to TIB.

File Attachments

[Resol_No_20-033_12th_Street_Project_Grant_Support.pdf \(157 KB\)](#)
[20200728.Exhibit_2_12th_Street_Phase_1_Scope.pdf \(740 KB\)](#)
[20200728.Exhibit_3_12th_Street_Phase_1_Section.pdf \(114 KB\)](#)
[20200728.Exhibit_4_12th_Street_Phase_1_Prelim_Cost_Est.pdf \(200 KB\)](#)

6. Administrative Reports.

Subject :	6.01 AB 20169 - Supplemental Drinking Water State Revolving Fund (DWSRF) Loan Agreement DWL24934 - Mr. Gordon
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	6. Administrative Reports.
Access :	Public
Type :	Discussion, Information

Public Content

Historical Perspective:

Council previously executed three DWSRF loan agreements in support of the Water System Consolidation and the Well No. 2 Relocation Projects on 7/24/2018. On 11/12/2019, Council authorized staff to apply for and the mayor to execute additional DWSRF loan agreements.

Information for Consideration:

The City submitted a DWSRF loan application to the DOH of health. During the application process, the City was advised by RH2 that uncertainties associated well production levels and related impacts to the project could mean substantive additional costs. Based on that recommendation, the City applied for \$1,756,391 in funding and received a 100% forgivable loan offer for the same amount. The mayor has authority to sign the agreement per the 11/12/19 action taken by Council. The remaining invoices for the project will be applied against this loan (as opposed to the original loans providing 50% forgiveness) and the City will explore the possibility of reassigning prior reimbursement requests to this loan.

Based on earlier estimates, total available funding is expected to substantially exceed project costs by several hundred thousand dollars and possibly by as much as a million dollars.

The City also expects DOH to offer an additional non-forgivable DWSRF loan for the Well No. 2/6 project.

File Attachments

[20200811.Exhibit_1_DWL24934 Loan Agreement.pdf \(1,164 KB\)](#)

Subject :	6.02 AB 20170 - Myra Road/Garrison Village Way Signal/Pedestrian Crossing - Mr. Gordon
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	6. Administrative Reports.
Access :	Public
Type :	Discussion, Information

Public Content

Historical Perspective:

The City has received several inquiries from residents of the Villages of Garrison Creek and with regard to construction of a signal/pedestrian crossing to serve the Villages residents and provide access across Myra Road to Fort Walla Walla. The City has redirected those inquiries to the City of Walla Walla since Myra Road is in their jurisdiction.

Information for Consideration:

The Villages of Garrison Creek is a private PUD with a main east/west thoroughfare connecting Larch Avenue in the City of College Place and Myra Road in the City of Walla Walla. Several residents have noted safety issues with crossing Myra Road at the intersection with Myra Road. Both College Place and the City of Walla Walla have placed this as a lower priority project on their transportation improvement plans. The City of Walla Walla has recently inquired as to the City of College Place's interest in partnering on an improvement to the intersection.

Improvements at the intersection are expected to cost in excess of \$2 million. With the exception of part of a single remaining platted lot abutting Myra Road, all of the currently platted phases of the development have been developed out. Fees were not collected for the construction of intersection improvements during any of the phases to date. The remaining commercial lot had some potential for contributions; however, over half of the lot was developed into residential lots in 2015 (Pahlisch Homes). Though the City of Walla Walla originally commented on the need to collect fees during the platting of the development, it appears fees were not requested nor collected during the platting of any of the phases. Staff would like direction as to whether the City should agree to partner with the City of Walla Walla in constructing an intersection improvement and what level of financial participation should be explored.

There are a number of issues to be explored:

- Myra Road is within the jurisdiction of the City of Walla Walla
- Intersection improvements at this location would almost exclusively benefit the residents of the Villages.
- The Villages is a private development, and with the exception of the section of road from the Traffic Circle to Myra Road, Garrison Village Way is a private road.
- The nearest crossing is 1100 ft. to the south at 12th Street.
- There appear to be four sources of funding:
- City of Walla Walla
- City of College Place
- Villages
- Future commercial developer

Given the substantive cost, staff is concerned that intersection improvements at this location would not provide general public benefit and would effectively result in a private subsidy with the potential of displacing higher priority projects.

However, there is some potential for introducing a public nexus. The Villages has a private trail system that connects Larch Avenue to Myra Road terminating at the same location as the proposed intersection (Exhibit 1). Dedicating the trail system to the City would introduce a public benefit that would at least partially justify City involvement in improving a crossing into the Fort Walla Walla complex. In addition, the City does not have any through east-west traffic corridors for over half of a mile between Whitman Drive and 12th Street. With the proper safeguards and protections against premature failure, the City could also consider assuming ownership of Garrison Village Way as a public thoroughfare in return for participation in an intersection project. A public road would provide a direct public nexus. Though the Villages would remain the primary beneficiaries of an intersection improvement, ceding the trail and/or road would arguably return a public benefit.

Additionally, staff believes that, as a part of any partnership, a strong case can be made for allowing an access off of Myra road to the remaining commercial property so as to support the development of that lot as one of the contributors towards the improvements.

Staff will be responding to the City of Walla Walla's invitation and is open to direction.

File Attachments

[20200811.Exhibit_1_Myra_GVW_Signal_Assessment.pdf \(343 KB\)](#)

7. Informational Reports-None.

8. Executive Session-None.

9. Closing Items.

Subject :	9.01 Discussion on Special Meeting for Next Week
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	9. Closing Items.
Access :	Public
Type :	Discussion

Public Content

We will need to have a special meeting next week to finalize some items on the Southwest Sewer Project.

Will either Monday or Tuesday at 5:30 PM work for a quorum to quickly meet?

Subject :	9.02 Adjournments
Meeting :	Aug 11, 2020 - Electronic City Council Meeting
Category :	9. Closing Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to adjourn the meeting

Electronic - Town Hall / State of the City / City Council Meeting (Tuesday, July 28, 2020)

Generated by Lisa Neissl on Tuesday, July 28, 2020

1. Police Department Town Hall 5:30 PM

Discussion, Information: 1.01 Police Department Town Hall -

Chief Tomaras gave a presentation on the College Place Police Department including a brief history, mission, vision, values and goals. He spoke about the department receiving accreditation through the Washington Association of Sheriffs and Police Chief for the first time in its 75-year history. He also addressed some questions arising from the protests and movements that are happening around our state and country in recent weeks.

2. State of the City Address - Est. 6:00 PM

Discussion, Information: 2.01 State of the City -

Mayor Hernández gave a presentation on the state of the city including the impacts of the COVID-19 emergency. She spoke about the many changes in the city during 2019. She provided information on plans and projects for 2020 and the challenges the city faces going forward. She then asked the audience to join the meeting again at 7:00 for the regular council meeting.

3. 2056th Regular Meeting - Opening Items - Est. 7:00 PM

PRESENT:

Mayor – Via Web Norma L. Hernández

Council Members – Via Web Jerry Bobbitt, Michael Cleveland, Loren Peterson, Heather Schermann, Byron Trop

City Attorney – Via Web Rea Culwell - joined at 7:17 (technical difficulties)
Finance Director, Brian Carleton; Public Works Director, Paul Hartwig;
City Engineer, Robert Gordon; Police Chief, Troy Tomaras;
Community Development Director, Jon Rickard;

Staff – Via Web City Clerk, Lisa Neissl; Deputy Clerk; Carolyn Holm

MEMBERS EXCUSED: Marge Nyhagen, Melodie Selby

MEMBERS ABSENT:

Information: 3.01 Council Reference Materials

Procedural: 3.02 Call To Order

Mayor Hernández called the meeting to order at 7:03 PM.

Procedural: 3.03 Pledge of Allegiance

Procedural: 3.04 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.

Information: 3.05 Public Comment Procedure for Virtual Meetings - Council meetings are primarily structured to permit Council Members to arrive at the decisions necessary to govern the City.

The City Clerk noted that no one had submitted comments in writing or contacted to make arrangements for telephone or video comments.

4. Consent Agenda.

Action (Consent): 4.01 AB 20141 - Approve Agenda for July 28, 2020

Action (Consent), Minutes: 4.02 AB 20142 - Approve Council Minutes from July 14, 2020

Action (Consent), Minutes: 4.03 AB 20143 - Approve Council Minutes from July 20, 2020 (City of Walla Walla Workshop - RFA Presentation)

Action (Consent): 4.04 AB 20144 - 2020 Salary Ordinance Update - Ms. Doering

Action (Consent): 4.05 AB 20145 - June 2020 Check Register/Financial Reports - Mr. Carleton

Action (Consent): 4.06 Approve Consent Agenda and Excuse Absence of Council Members Nyhagen & Selby - 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 made a motion to approve the consent agenda. Second by Council Member Bobbitt and the motion passed 5-0.

5. Presentations-None.

6. Public Hearings-None.

7. Action Items.

Action: 7.01 AB 20140 - Creating Ordinance for unlawful discharging guns or other firearms in city -
Chief Tomaras spoke to Council about the need for an ordinance making the discharging of guns or other firearms in the city limits unlawful.
Discussion ensued.

Council Member Trop made a motion to adopt Ordinance 20-014 which adopts code making Discharge of Guns and other Firearms in the City Limits Unlawful. Second by Council Member Peterson and the motion passed 5-0.

Action: 7.02 AB 20146 - Wastewater Treatment Plant (WWTP) Design Contract Authorization -
Mr. Gordon spoke to Council about the treatment plant improvement project and requested authorizatin to execute the proposed contract with JUB Engineers for the design.

Council Member Cleveland made a motion to authorize the Mayor or City Administrator to execute Amendment 1 to the WWTP Design Contract with JUB engineers for \$119,700 with a 10% contingency of \$11,970 increasing the original contract authorization from \$2,064,370 (includes 10% contingency) to a total contract authorization of \$2,196,040. Second by Council Member Schermann and the motion passed 5-0.

Action: 7.03 AB 20147 - CERB Grant - City-Owned Flex Building Study -
Mr. Rickard provided information on a grant award that will provide funding for a study on a city owned flex building.
Discussion ensued.

Council Member Peterson made a motion to approve Resolution No. 20-031 accept the initial offer of financial aid Contract with the State of Washington Community Economic Revitalization Board (CERB) for the City-Owned Flex Light-Industrial Building Planning Study in the form of a grant amount of \$50,000, with a local cash match in the amount of at least \$16,667 and permit the Mayor or City Administrator to execute the grant contract. Second by Council Member Cleveland and the motion passed 5-0.

Action: 7.04 AB 20148 - 10th Street Improvement Project Award -
Mr. Hartwig spoke to Council about bids received for a stormwater improvement project on 10th Street between College Ave and Birch. He requested authorization to award the project to Don Jackson Excavating.
Discussion ensued.

Council Member Schermann made a motion to award 10th Street Improvement Project to Don Jackson Excavating for an amount not to exceed \$225,000. Second by Council Member Peterson and the motion passed 5-0.

Action: 7.05 AB 20149 - Award Design Contract with Anderson Perry for Storm Improvements at Destito Ct and Earl Ln -
Mr. Hartwig spoke to Council about the need to improve storm facilities in a couple of areas that have seen significant flooding during rainstorms. He requested authorization to award the design of the project to Anderson-Perry, Inc.
Discussion ensued.

Council Member Trop made a motion to award Design of the Destito Ct and Earl Ln Stormwater Project to Anderson Perry for an amount not to exceed \$46,900. Second by Council Member Cleveland and the motion passed 5-0.

Action: 7.06 AB 20150 - Award Construction Engineering Contract with JUB for SW Trunk Sewer and Lift Station Project -

Mr. Hartwig requested authorization to award a construction engineering contract with JUB Engineers for the upcoming SW Sewer Trunk Line and Lift Station Project.

Discussion ensued.

Council Member Peterson made a motion to award Construction Engineering Contract for SW Trunk Sewer and Lift Station Project with JUB for an amount not to exceed \$650,000. Second by Council Member Schermann and the motion passed 5-0.

8. Administrative Reports.

Discussion, Information: 8.01 AB 20151 - College Avenue Traffic Assessment Recommendations -

Mr. Gordon gave a report on the Utilities and Transportation Advisory Commissions review of the College Avenue Traffic Assessment Study recommendations. He reviewed each aspect of the study and provided the status of the subject as it is in the committee at this time.

Discussion ensued.

Discussion, Information: 8.02 AB 20152 - Mojonier Road Reconstruction Project STBG Funding Application Update -

Mr. Gordon provided an update on funding status for the Mojonier Road Reconstruction Project.

Discussion ensued.

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

Information: 9.01 Fort Walla Walla Lodging Tax Report

Information: 9.02 CPPD Monthly Report

Information: 9.03 Community Development Department Monthly Report

Information: 9.04 Public Works/Water Department Monthly Report

10. Executive Session-None..

11. Closing Items.

Action: 11.01 Adjournments

Council Member Schermann made a motion to adjourn the meeting at 7:48 PM. Second by Council Member Trop and, with no objection, the meeting adjourned.

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 July 28, 2020. Further detail may be obtained by reviewing the actual audio recording made during this session.

Electronic Special City Council Meeting (Tuesday, August 4, 2020)

Generated by Lisa Neissl on Tuesday, August 4, 2020

PRESENT:

Mayor – Via Web Norma L. Hernández

Council Members – Via Web Jerry Bobbitt, Loren Peterson, Marge Nyhagen, Melodie Selby, Heather Schermann, Byron Trop

Staff – Via Web Administrator, Mike Rizzitiello; Finance Director, Brian Carleton;
City Engineer, Robert Gordon; Fire Chief, David Winter;
City Clerk, Lisa Neissl; Deputy Clerk; Carolyn Holm

MEMBERS EXCUSED:

MEMBERS ABSENT:

Michael Cleveland

1. Opening Items.

Information: 1.01 Council Reference Materials

Procedural: 1.02 Call To Order

Mayor Hernández called the meeting to order at 5:31 PM.

Procedural: 1.03 Pledge of Allegiance

Procedural: 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.

2. Action Items.Action: 2.01 AB 20153 - Acceptance of USDA-RD SW Sewer Grant Offer -

Mr. Carleton presented information about a grant/loan offer from USDA-Rural Development for funding of the SW Sewer project. He reviewed the various funding options/plans for the full project and answered questions.

Discussion ensued.

Council Member Trop made a motion allowing the Mayor to sign the loan documents to USDA-RD for funding of the South West Sewer project. Second by Council Member Schermann and the motion passed 6-0.**3. Closing Items.**

Action: 3.01 Adjournments

Council Member Peterson made a motion to adjourn the meeting at 5:50 PM. Second by Council Member Schermann and, with no objection, the meeting adjourned.

Approved:

Norma L. Hernández –
Mayor

Attest:

Lisa R. Neissl – City Clerk

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

DRAFT

Electronic City Council Workshop (Tuesday, August 4, 2020)

Generated by Lisa Neissl on Tuesday, August 4, 2020

PRESENT:

Mayor – Via Web Norma L. Hernández

Council Members – Via Web Jerry Bobbitt, Loren Peterson, Marge Nyhagen, Melodie Selby, Heather Schermann, Byron Trop

Staff – Via Web Administrator, Mike Rizzitiello; Finance Director, Brian Carleton;
City Engineer, Robert Gordon; Fire Chief, David Winter;
City Clerk, Lisa Neissl; Deputy Clerk; Carolyn Holm

MEMBERS EXCUSED:

MEMBERS ABSENT:

Michael Cleveland

1. Opening Items.

Information: 1.01 Council Reference Materials

Procedural: 1.02 Call To Order

Mayor Hernández called the workshop to order at 5:31 PM.**2. Workshop Topics.**Discussion, Information: 2.01 Fire Training Tower -

Chief Winter spoke to Council about the proposal for College Place, the City of Walla Walla and Fire District Four to join together on the construction and use/maintenance of a new fire training tower facility. It was explained that the College Place Department has been using the current facility since its construction in the 1970's without providing any funding.

Discussion ensued.

Discussion, Information: 2.02 Update on Well Projects -

Mr. Gordon provided status information on the two projects for new wells within the city and answered questions.

Discussion ensued.

Discussion, Information: 2.03 COVID-19 Reimbursement Tracker -

Mr. Carleton provided information regarding the COVID-19 expenditures and reimbursement status.

Discussion ensued.

Council Member Schermann made a motion to adjourn the meeting at 6:19 PM. Second by Council Member Trop and, with no objection, the meeting adjourned.

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 August 4, 2020. Further detail may be obtained by reviewing the actual audio recording made during this

session.

DRAFT

City of College Place, Washington

ORDINANCE NO. 20-015

AN ORDINANCE OF THE CITY OF COLLEGE PLACE MODIFYING 2.60 DIVERSITY & INCLUSION ADVISORY BOARD OF THE COLLEGE PLACE MUNICIPAL CODE TO ADD CLARITY REGARDING THE BOARD AND THE OPEN PUBLIC MEETINGS ACT.

Whereas, the City of College Place is a non-charter code city entitled to the privileges and provisions of RCW 35A; and

Whereas, RCW 35A.11.020 allows non-charter code cities to adopt and enforce ordinances pertaining to local affairs; and

Whereas, on July 14, 2020 the City Council passed Ordinance No. 20-012 adding Chapter 2.60 Diversity & Inclusion Advisory Board to the College Place Municipal Code; and

Whereas, the original code did not clearly state that the newly created Board is subject to the rules of the Open Public Meetings Act;

Now therefore, the City Council of the City of College Place do hereby Ordain as follows:

Section 1: Adoption. Ordinance No. 20-015 which modifies Chapter 2.60 Diversity & Inclusion Advisory Board as follows:

2.60.040 shall now read:

2.60.040 Administrative Procedures and Rules.

The Board may adopt appropriate rules of procedure and regulations consistent with the State of Washington Open Public Meetings Act (OPMA) to implement this Chapter. In addition, it will elect its own Chairperson and Vice Chairperson from among its members.

2.60.045 is added as:

2.60.045 Meetings.

A - Regular Meetings. Regular meetings shall be held at a time agreed upon by the Board during its first meeting. Meetings shall be held on a quarterly basis unless cancelled by a majority of Board Members at least 48 hours before the scheduled meeting.

a. Procedure to cancel a meeting shall be to notify the City Clerk or assigned Staff Member and not communicate with the members directly, so as not to violate the OPMA. The Clerk or designee will verify a majority wish to cancel, then provide required notice of cancellation.

B – Special Meetings. Special meetings of members may be called at any time by the presiding officer or upon petition to the presiding officer (through the City Clerk) by two-thirds of the board. At special meetings of the board, only such business stated in the call for such meeting shall be transacted.

C – Notice. All meetings of this board shall comply with Chapter 42.30 RCW, the Open Public Meetings Act. All meetings shall be held with not less than forty-eight hours' notice to members and not less than twenty-four hours' notice to the public.

Section 2: Clerical Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3: Severability. That if any section, subsection, clause, or phrase of this legislation is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance. The City of College Place, Washington hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 4: Effective Date. That this law and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect five (5) days from and after date of its final passage and adoption.

ADOPTED at a regular meeting of the City Council of the City of College Place, Washington held on the 11th day of August, 2020

Norma L. Hernandez, Mayor

Attest:

Lisa R. Neissl, CMC, City Clerk

Approved as to form:

Rea Culwell, City Attorney







NEOGOV

HR SOFTWARE FOR THE PUBLIC SECTOR
APPLICANT TRACKING AND EMPLOYEE ONBOARDING

[Insight/Onboard/governmentjobs.com](https://insight.onboard.governmentjobs.com)

CITY OF COLLEGE PLACE WEBSITE



NEOGOV / City website access

- Career Pages
- Job Descriptions
- Job Interest Cards

The screenshot shows the City of College Place website. At the top is a dark blue navigation bar with the city seal on the left and links for HOME, GOVERNMENT, DEPARTMENTS, RESIDENTS, PLAN & BUILD, BUSINESSES, VISITORS, and HOW DO I... on the right. Below the navigation bar is a search bar with the placeholder text 'Enter search terms...' and a green 'GO' button. The main content area has a white background. It starts with a 'Welcome!!' heading, followed by a thank you message. Then, it announces a 'New Recruitment Website' and explains that as of July 17, 2020, the city has switched to an online application process. A bulleted list of features is provided: 24/7 job searching, remote application, multiple job applications, status updates, and automatic notifications. A link to view vacancies is included, along with instructions on how to use the site and contact information for technical assistance. On the right side of the main content area, there is a dark blue sidebar with the heading 'Human Resources' and links to Job Opportunities, Apply for a Job, Job Descriptions, Labor Relations, Public Safety Positions, Contact Us, and Human Resources. At the bottom right, there is a green box with the heading 'Contact Us' and the address and phone number.

Welcome!!

Thank you for your interest in employment with the City of College Place.

****New Recruitment Website****

Effective July 17, 2020, the City of College Place has switched to an online application process. The enhanced system will allow job seekers to:

- Search and apply for jobs 24/7.
- Apply from any location with Internet access.
- Apply for multiple jobs or new jobs without re-entering application information.
- View updates on application status.
- Register to receive automatic notification when a position of interest becomes available.

Below is a link that will direct you to a list of vacancies the City of College Place is currently recruiting to fill. To view any of the openings, click on the position title to view the full description of the position, pay, and application instructions. If you need technical assistance with your application, please contact NEOGOV at 1-855-524-5627.

[Apply for a Job](#)

Human Resources

- [Job Opportunities](#)
- [Apply for a Job](#)
- [Job Descriptions](#)
- [Labor Relations](#)
- [Public Safety Positions](#)
- [Contact Us](#)
- [Human Resources](#)

Contact Us

625 S College Ave

Ph: (509) 529-1200

Menu >
JOB OPPORTUNITIES
Shawn Doering

College Place Careers

powered by
NEOGOV®

3 Jobs found
Sort
Filter

Engineering Manager

College Place, WA
Full-Time - \$68,004.00 - \$76,536.00 Annually
Category: Engineering / Public Works / Geographic Information Systems / Stormwater
Department: Engineering

The City of College Place is searching for an Engineering Manager to oversee, manage, and perform as necessary professional engineering-related work in the areas of municipal utilities as well as other public works projects. Special emphasis is on managing the city's stormwater utility functions, development review, and GIS system maint...

Posted 3 weeks ago | Continuous

Police Officer - Lateral

New

College Place, WA
Full-Time - \$54,372.00 - \$71,268.00 Annually
Category: Public Safety
Department: Police

Career Page Features

- Position information (description, pay, special instructions to applicant)
- Easy online application
- Embed recruitment video's
- Social media / website links

Engineering Manager

Salary ⓘ	\$68,004.00 - \$76,536.00 Annually	Location ⓘ	College Place, WA
Job Type	Full-Time	Department	Engineering
Job Number	2000002		
Closing	Continuous		

DESCRIPTION

BENEFITS

QUESTIONS

Governmentjobs.com

- Free membership for applicants
- 24/7 access
- Simple application process
- Automatic notifications
- Application status information available to the applicant
- Customer service line for technical issues applicants may encounter
- Integration with NEOGOV's applicant tracking system

The largest public sector job board in the US designed to help you get quality applicants, hire faster, and save on advertising.



GOVERNMENTJOBS

Find Purpose in the Public Sector

Search for and apply to government jobs with one easy profile.

FIND JOBS

Speed Up Your Job Search

2020 Modules

Insight / Onboard

ATTRACTION RECRUITMENT		ONBOARDING	
PROBLEM Lack of Hiring Efficiency	SOLUTION NEOGOV Insight	PROBLEM Lack of Onboard Structure	SOLUTION NEOGOV Onboard
Slow recruiting/hiring process	Faster, more effective workflow-driven applicant screening and hiring	Time-consuming paperwork	Forms completed online and stored electronically
Loss of qualified candidates through tedious application process	Higher applicant retention and conversion rate with online application process	Fragmented onboarding process	Checklist-driven tasks visible through reporting
No or too little data to improve recruitment strategy	Data-driven decision making through built-in dashboard and reports	Compliance risks	Maintain compliance with I9
Risk of noncompliance with hiring laws	Legally defensible hiring process with audit trails	Lengthy processes increase costs	Get new hires productive faster and pay less overtime with streamlined onboarding

2021 Modules ????

E-Forms

Perform

DESIGNED FOR HR



Create & Store Forms

Build forms or convert PDFs to online forms, allowing for eSignatures.



Save Time

Create customized workflows and routing that removes the hassle of manual approvals.



More Visibility

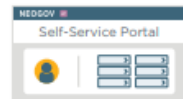
Gain insight into your process flows. Report on steps and speed up complex processes.

DESIGNED FOR YOUR EMPLOYEES



Go Digital

Replace paper-based processes with online workflows that modernize HR procedures.



Employee Self Service

Allow employees to self-initiate processes and track status to completion.



Accountability & Transparency

Drive accountability through notifications and reporting, ensuring employees take actions.

DEVELOPMENT

PROBLEM Inefficient Evaluations	SOLUTION NEOGOV Perform
Inconsistent and time-consuming evaluation process	Build, track, and manage evaluation process electronically
Performance evaluations lacking substance	Assign, track, and capture employee and manager engagement
Inability to identify skill shortages	Spot skill gaps and help employees develop
Risk associated with inconsistent promotion and dismissal criteria	Documented legally defensible performance evaluations



FY 2021 Budget Process Kickoff

By: Mike Rizzitiello – City Administrator
Brian Carleton – Finance Director
August 11th, 2020

Agenda

- Budgeting Source Documents
- Current Economics
- City Services & Budget Survey Results
- Budget Calendar



A. Budgeting Source Documents

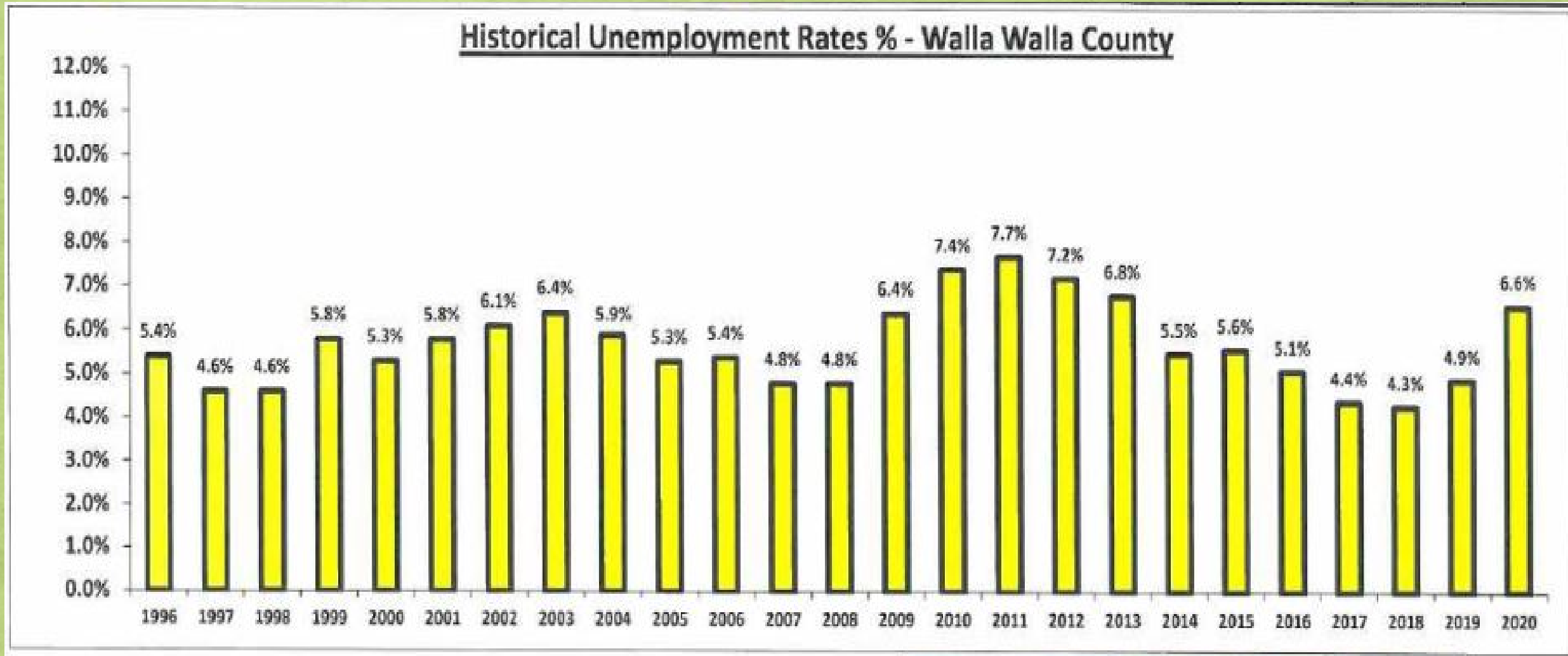
- MRSC 2021 Budget Suggestions
- MRSC City Trends Spreadsheet (2010 to 2019)
 - Population
 - Assessed Valuation
 - Levy Rate
 - Sales Tax



B. Current Economics



B. Current Economics



B. Current Economics

Alphabetical			
County Taxable Retail Sales Comparing			
4th Quarter 2018 Compared to 4th Quarter 2019			
County	4Q 2018	4Q 2019	% Change
1 Adams	\$85,610,133	\$101,955,188	19.1%
2 Asotin	\$92,169,735	\$99,609,276	8.1%
3 Benton	\$1,105,336,829	\$1,287,383,188	16.5%
4 Chelan	\$573,162,192	\$569,979,429	-0.6%
5 Clallam	\$338,449,489	\$361,805,918	6.9%
6 Clark	\$2,143,469,173	\$2,287,409,562	6.7%
7 Columbia	\$42,178,638	\$44,665,926	5.9%
8 Cowlitz	\$483,171,694	\$541,352,408	12.0%
9 Douglas	\$291,066,896	\$304,889,431	4.7%
10 Ferry	\$17,823,609	\$21,314,292	19.6%
11 Franklin	\$414,985,378	\$471,541,036	13.6%
12 Garfield	\$8,896,719	\$9,946,922	11.8%
13 Grant	\$628,636,597	\$680,200,947	8.2%
14 Grays Harbor	\$291,669,515	\$298,338,423	2.3%
15 Island	\$324,465,371	\$77,843,996	-76.0%
16 Jefferson	\$140,900,389	\$154,722,260	9.8%
17 King	\$18,454,448,756	\$19,318,974,516	4.7%
18 Kitsap	\$1,342,266,413	\$1,388,974,005	3.5%
19 Kittitas	\$307,543,096	\$322,289,690	4.8%
20 Klickitat	\$111,871,935	\$101,367,970	-9.4%
21 Lewis	\$408,860,258	\$526,517,341	28.8%
22 Lincoln	\$37,324,135	\$37,798,272	1.3%
23 Mason	\$203,560,291	\$219,264,232	7.7%
24 Okanogan	\$179,395,351	\$178,752,313	-0.4%
25 Pacific	\$72,674,791	\$77,843,996	7.1%
26 Pend Oreille	\$49,062,124	\$39,846,315	-18.8%
27 Pierce	\$4,661,534,741	\$4,937,060,363	5.9%
28 San Juan	\$134,459,849	\$135,559,137	0.8%
29 Skagit	\$824,970,563	\$828,659,087	0.4%
30 Skamania	\$37,555,173	\$41,821,126	11.4%
31 Snohomish	\$4,201,183,322	\$4,564,511,179	8.6%
32 Spokane	\$2,887,597,196	\$3,058,634,596	5.9%
33 Stevens	\$143,213,867	\$143,868,293	0.5%
34 Thurston	\$1,488,082,276	\$1,624,559,750	9.2%
35 Wahkiakum	\$8,914,165	\$11,289,648	26.6%
36 Walla Walla	\$275,867,086	\$298,614,732	8.2%
37 Whatcom	\$1,184,261,349	\$1,279,488,282	8.0%
38 Whitman	\$202,615,725	\$208,193,204	2.8%
39 Yakima	\$1,063,186,598	\$1,116,743,386	5.0%
Total	\$45,262,441,417	\$48,027,122,696	6.1%

% Change			
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Total	\$45,262,441,417	\$48,027,122,696	6.1%

B. Current Economics

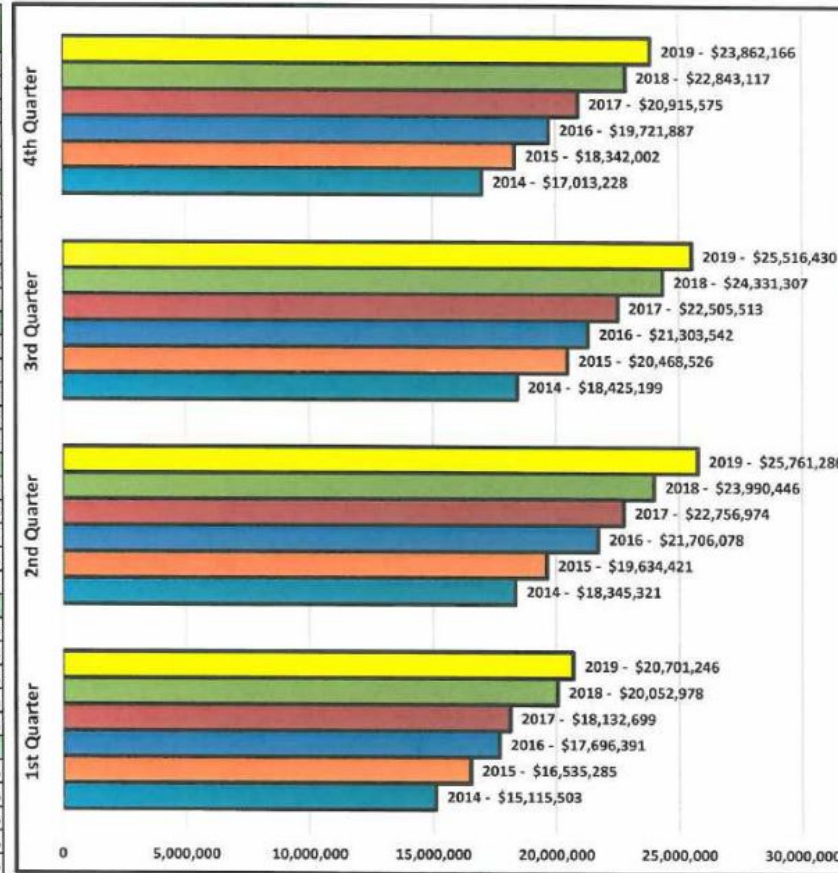


Walla Walla County
Quarterly Retail Sales - Eating/Drinking Places 2014-2019

2014	Taxable Retail Sales	% Change FQ to FQ	% Change YTD
1st Quarter	\$ 15,115,503	2.41%	2.41%
2nd Quarter	\$ 18,345,321	3.24%	2.87%
3rd Quarter	\$ 18,425,199	7.04%	4.31%
4th Quarter	\$ 17,013,228	5.65%	4.64%
Total	\$ 68,899,251		4.64%
2015			
1st Quarter	\$ 16,535,285	9.39%	9.39%
2nd Quarter	\$ 19,634,421	7.03%	8.10%
3rd Quarter	\$ 20,468,526	11.09%	9.16%
4th Quarter	\$ 18,342,002	7.81%	8.83%
Total	\$ 74,980,234		8.83%
2016			
1st Quarter	\$ 17,696,391	7.02%	7.02%
2nd Quarter	\$ 21,706,078	10.55%	8.94%
3rd Quarter	\$ 21,303,542	4.08%	7.18%
4th Quarter	\$ 19,721,887	7.52%	7.27%
Total	\$ 80,427,898		7.27%
2017			
1st Quarter	\$ 18,132,699	2.47%	2.47%
2nd Quarter	\$ 22,756,974	4.84%	3.77%
3rd Quarter	\$ 22,505,513	5.64%	4.43%
4th Quarter	\$ 20,915,575	6.05%	4.83%
Total	\$ 84,310,761		4.83%
2018			
1st Quarter	\$ 20,052,978	10.59%	10.59%
2nd Quarter	\$ 23,990,446	5.42%	7.71%
3rd Quarter	\$ 24,331,307	8.11%	7.85%
4th Quarter	\$ 22,843,117	9.22%	8.19%
Total	\$ 91,217,848		8.19%
2019			
1st Quarter	\$ 20,701,246	3.23%	3.23%
2nd Quarter	\$ 25,761,286	7.38%	5.49%
3rd Quarter	\$ 25,516,430	4.87%	5.27%
4th Quarter	\$ 23,862,166	4.46%	5.07%
Total	\$ 95,841,128		5.07%

% Change FQ to FQ = Compares fiscal quarters to fiscal quarters (i.e., 1st Quarter 2015 to 1st Quarter 2016). % Change YTD = Compares Year-to-Date cumulative totals (i.e., cumulative of 1st, 2nd & 3rd Quarters 2015 to the cumulative of 1st, 2nd & 3rd Quarters 2016).

Source: Department of Revenue Prepared by: Port of Walla Walla

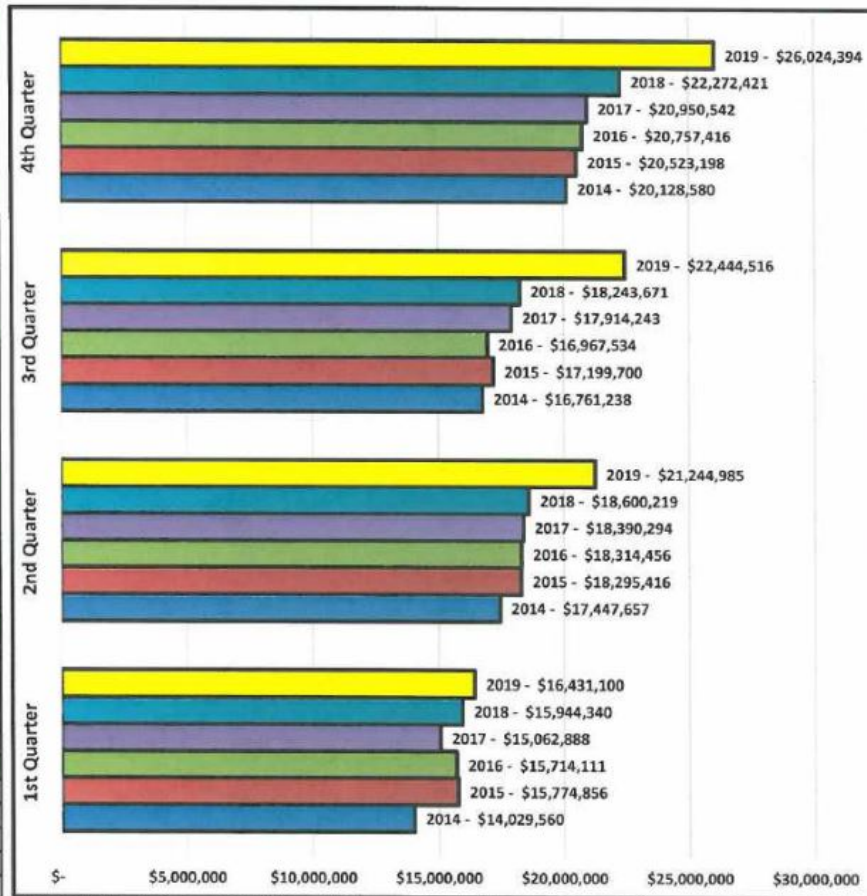


B. Current Economics



Walla Walla County
Quarterly Retail Sales - General Merchandise 2014-2019

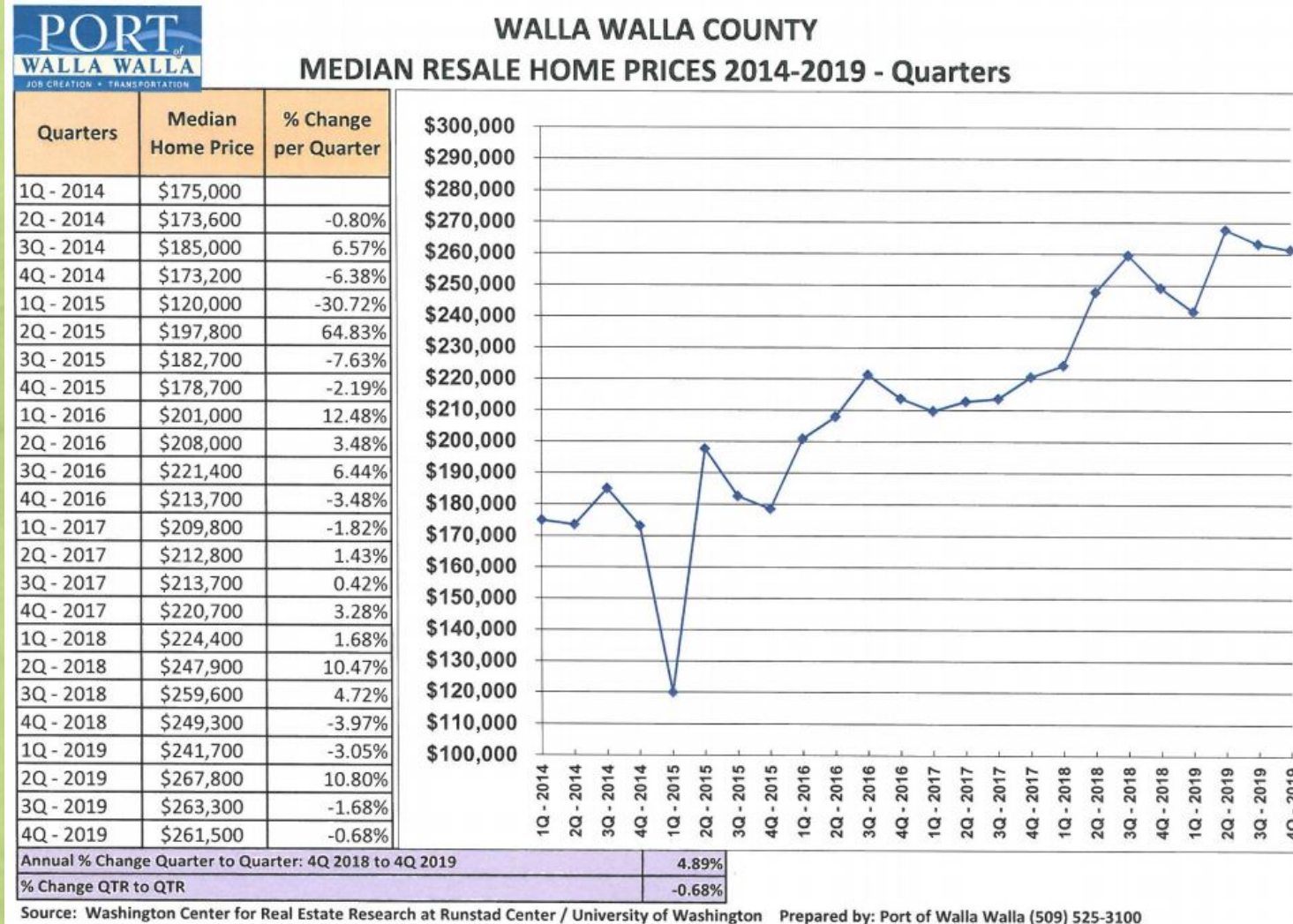
	Taxable Retail Sales	% Change FQ to FQ	% Change YTD
2014			
1st Quarter	\$ 14,029,560	-3.54%	-3.54%
2nd Quarter	\$ 17,447,657	9.17%	3.11%
3rd Quarter	\$ 16,761,238	7.61%	4.63%
4th Quarter	\$ 20,128,580	5.23%	4.81%
Total	\$ 68,367,035		4.81%
2015			
1st Quarter	\$ 15,774,856	12.44%	12.44%
2nd Quarter	\$ 18,295,416	4.86%	8.24%
3rd Quarter	\$ 17,199,700	2.62%	6.28%
4th Quarter	\$ 20,523,198	1.96%	5.01%
Total	\$ 71,793,170		5.01%
2016			
1st Quarter	\$ 15,714,111	-0.39%	-0.39%
2nd Quarter	\$ 18,314,456	0.10%	-0.12%
3rd Quarter	\$ 16,967,534	-1.35%	-0.53%
4th Quarter	\$ 20,757,416	1.14%	-0.06%
Total	\$ 71,753,517		-0.06%
2017			
1st Quarter	\$ 15,062,888	-4.14%	-4.14%
2nd Quarter	\$ 18,390,294	0.41%	-1.69%
3rd Quarter	\$ 17,914,243	5.58%	0.73%
4th Quarter	\$ 20,950,542	0.93%	0.79%
Total	\$ 72,317,967		0.79%
2018			
1st Quarter	\$ 15,944,340	5.85%	5.85%
2nd Quarter	\$ 18,600,219	1.14%	3.26%
3rd Quarter	\$ 18,243,671	1.84%	2.77%
4th Quarter	\$ 22,272,421	6.31%	3.79%
Total	\$ 75,060,651		3.79%
2019			
1st Quarter	\$ 16,431,100	3.05%	3.05%
2nd Quarter	\$ 21,244,985	14.22%	9.07%
3rd Quarter	\$ 22,444,516	23.03%	13.89%
4th Quarter	\$ 26,024,394	16.85%	14.77%
Total	\$ 86,144,995		14.77%



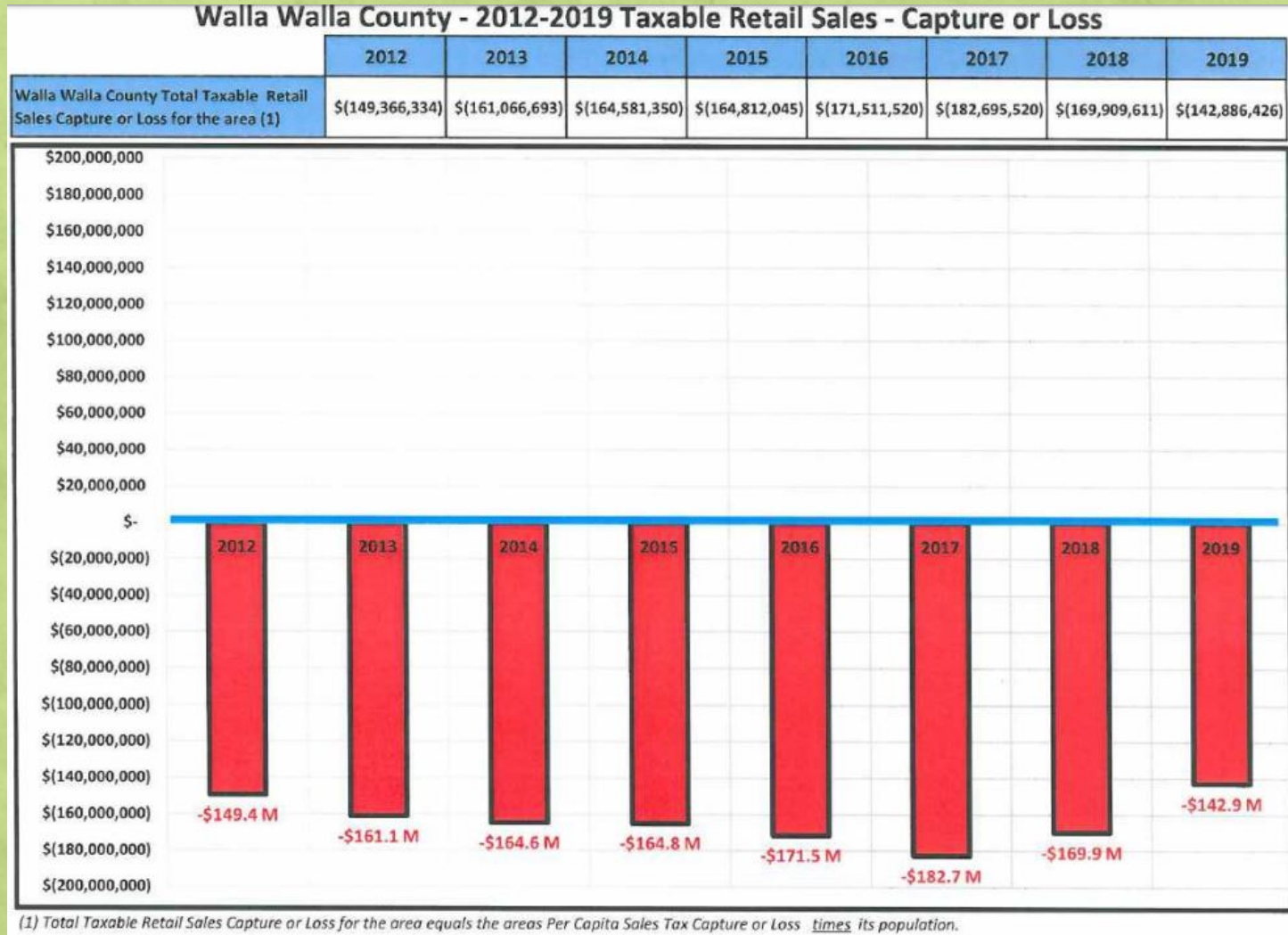
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Source: Department of Revenue Prepared by: Port of Walla Walla

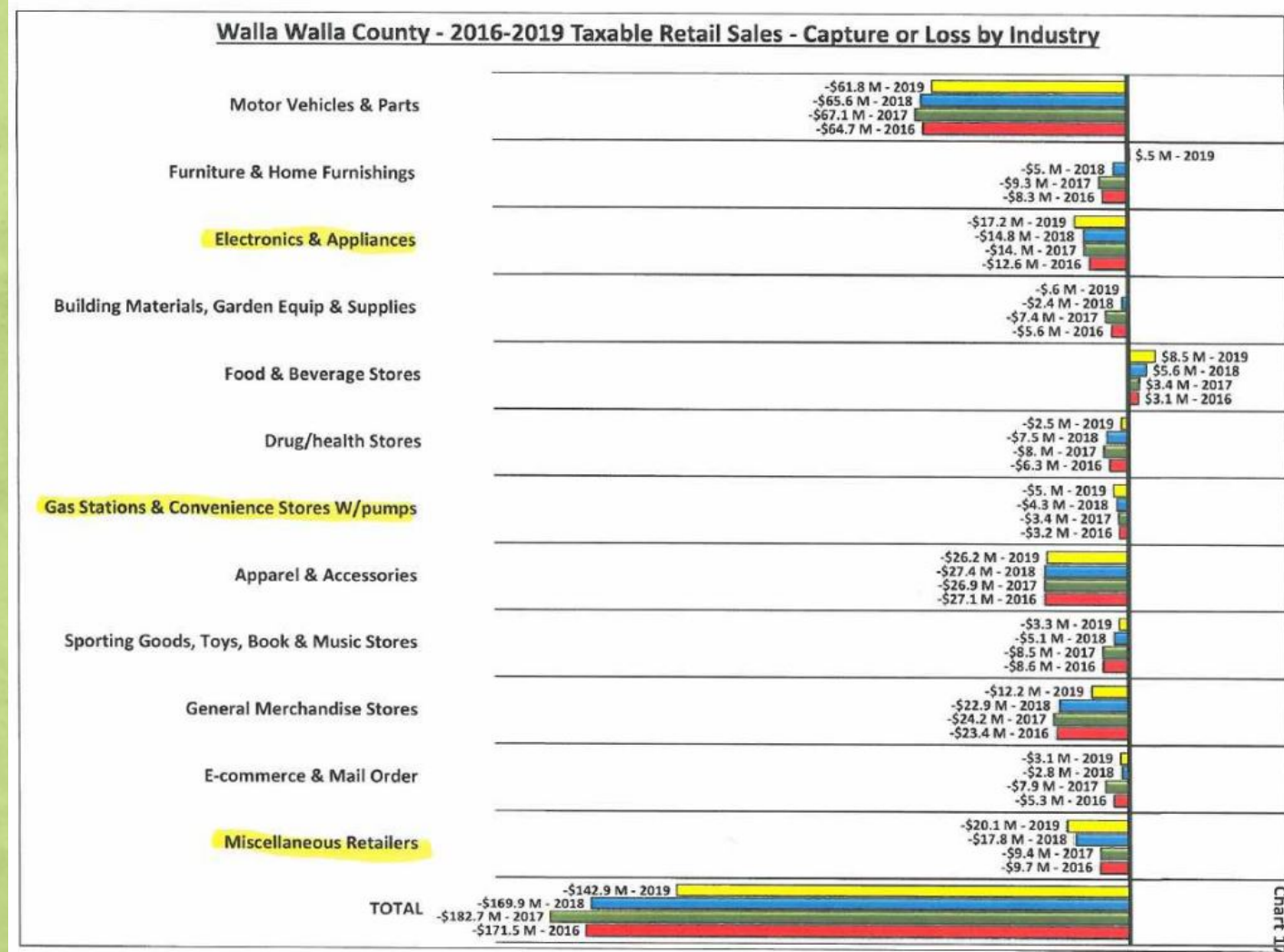
B. Current Economics



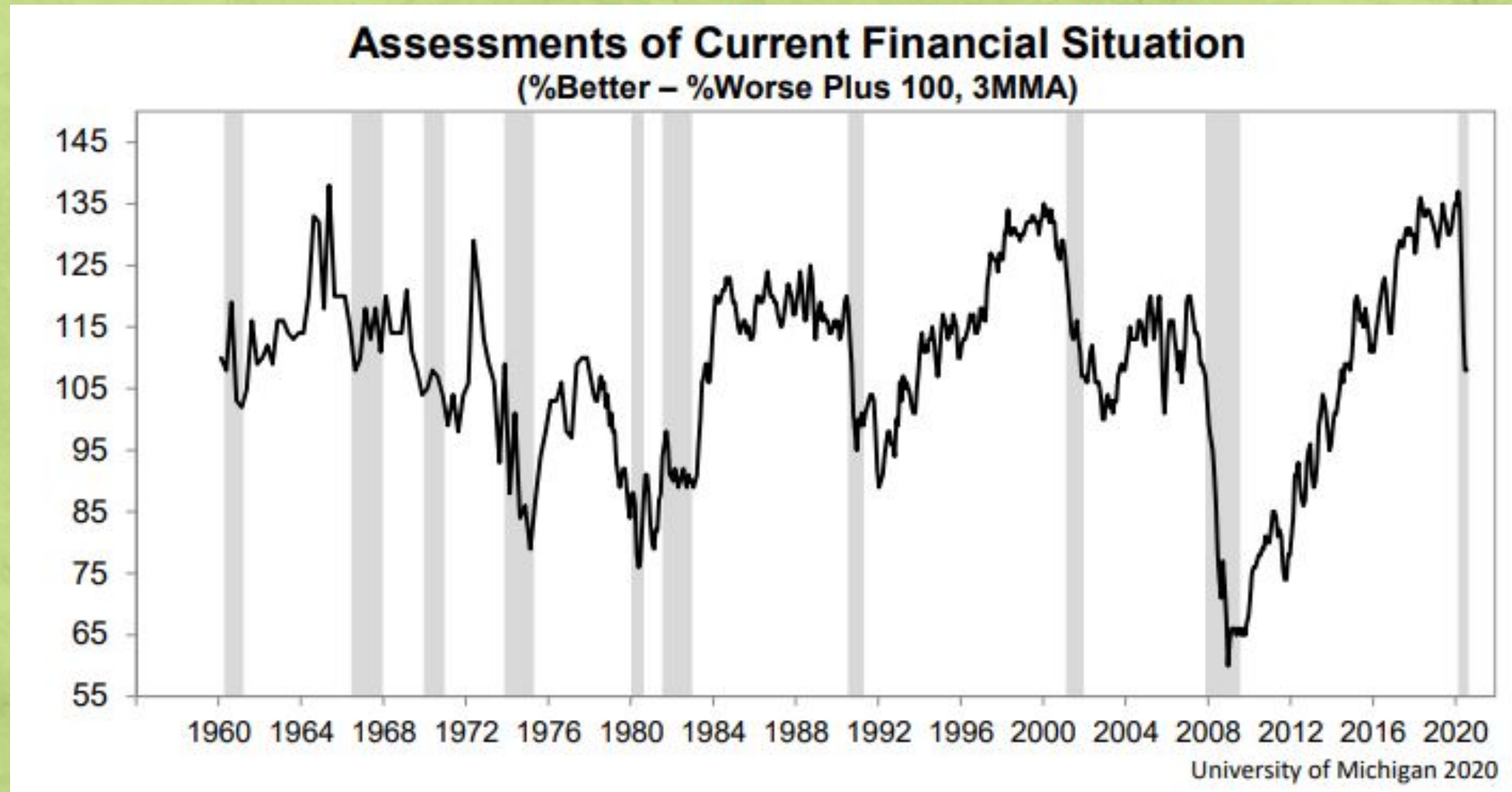
B. Current Economics



B. Current Economics

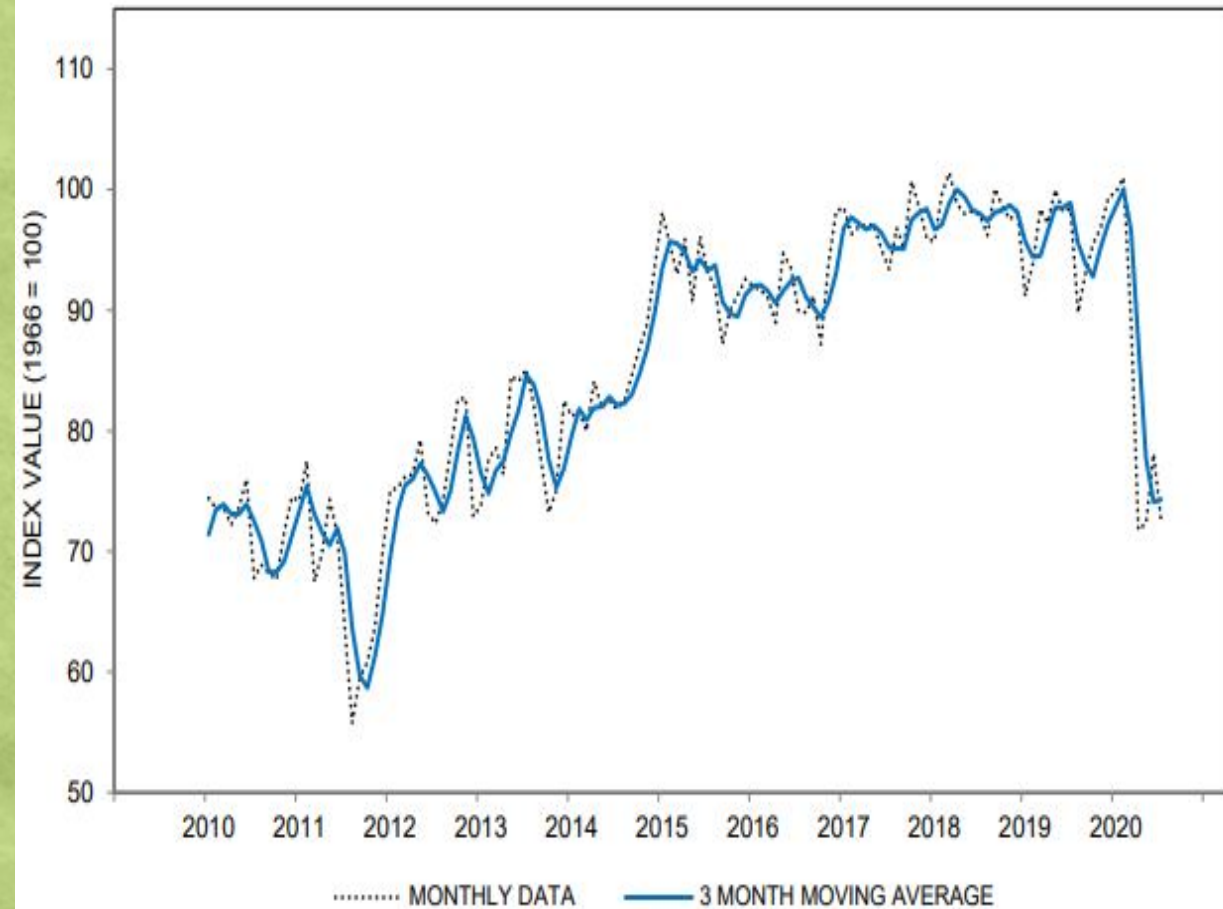


B. Current Economics

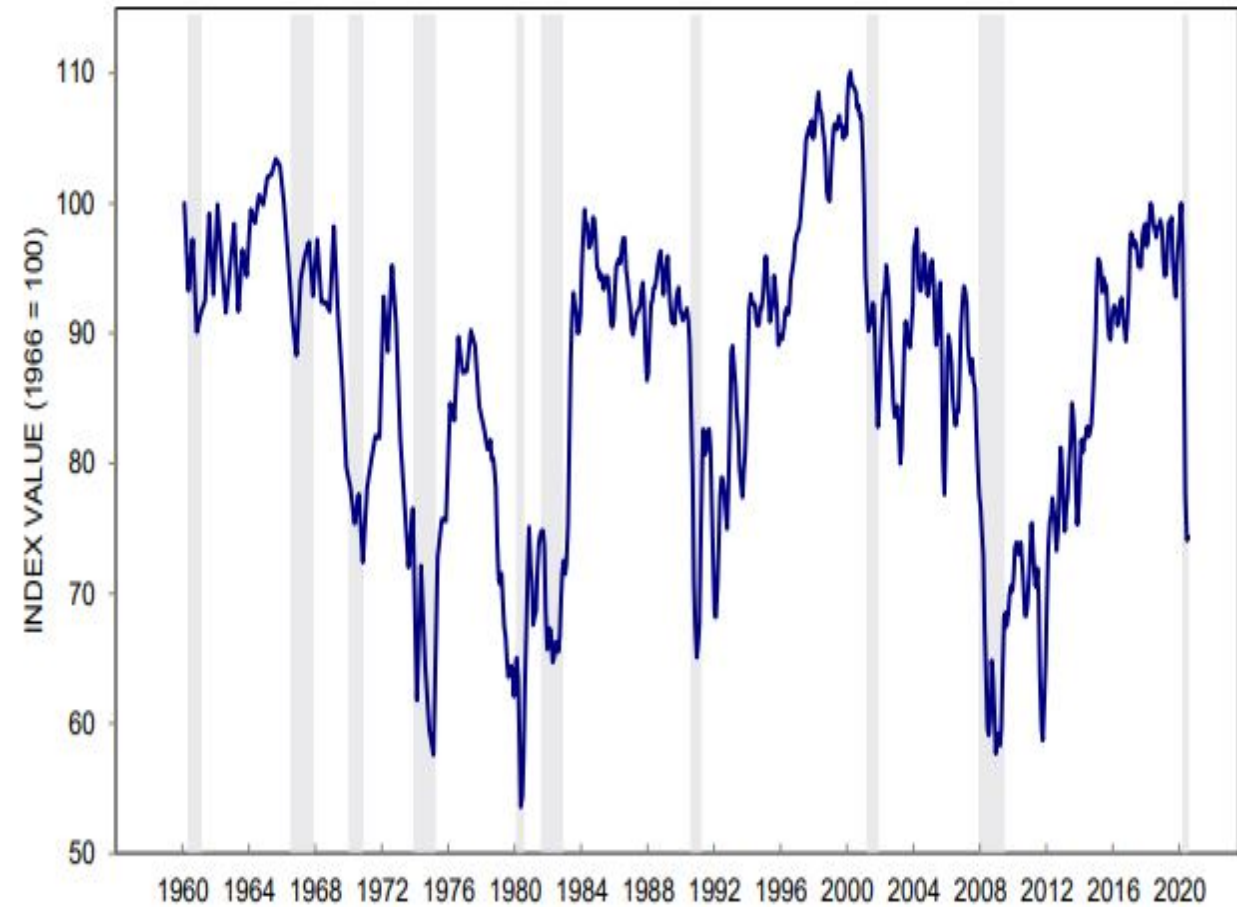


B. Current Economics

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THE INDEX OF CONSUMER SENTIMENT

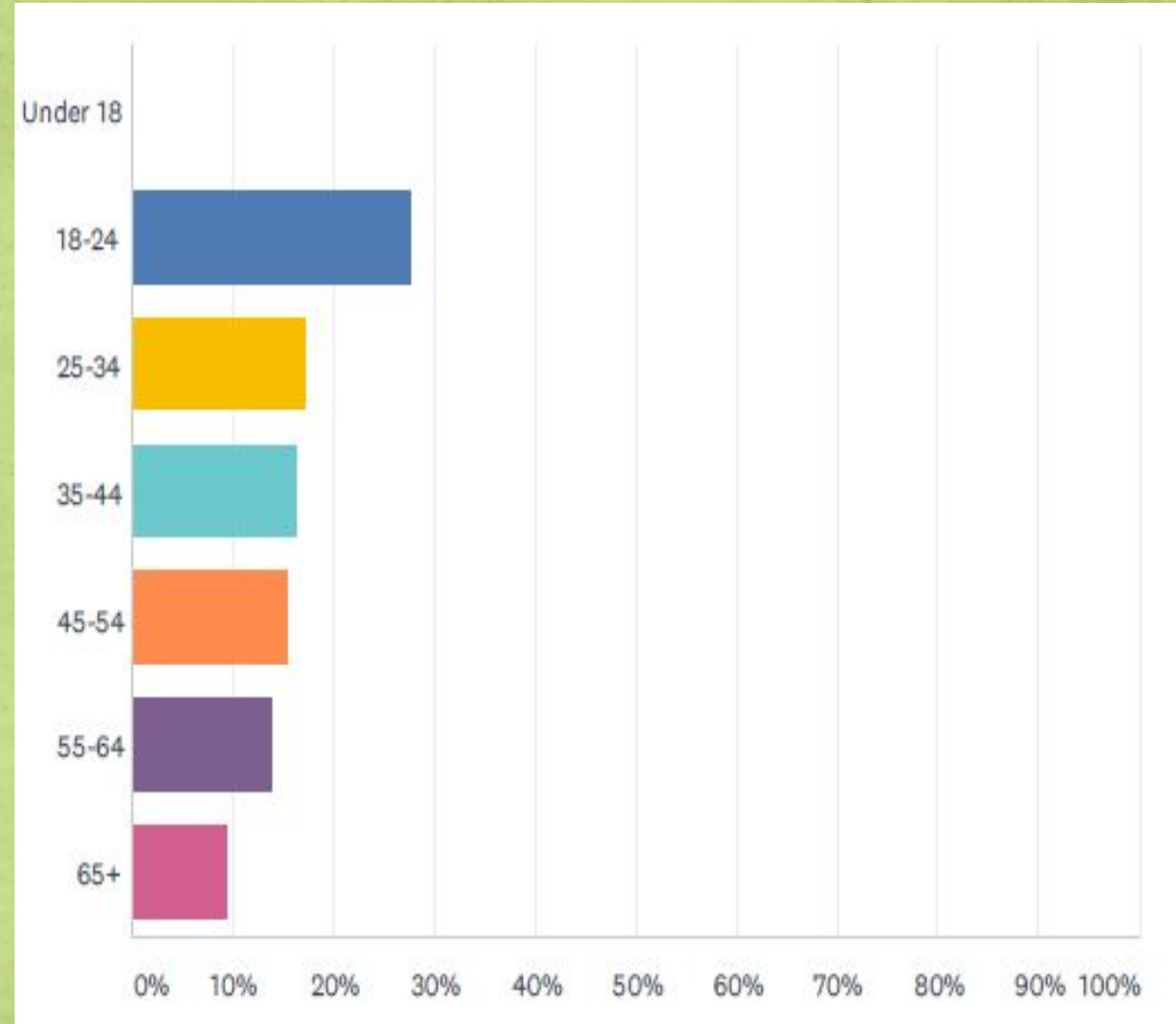


C. City Services & Budget Survey



C. City Services & Budget Survey

- Response History
 - 2018: 101
 - 2019: 118
 - 2020: 169
- 1.73% response rate.
- 49.6% lived in City between 1 and 5 years.
- Largest Age group of respondents is 18 to 24: 27.59%
- Historically largest group of respondents was between the age of 45 and 54.
- Own: 57.89% / Rent: 42.11%
- Highest Response Areas
 - Walla Walla University: 25.96%
 - College Place #2 Subdivision: 7.69%
 - Homestead Subdivision: 7.69%
- City survey results here:
<https://www.surveymonkey.com/results/SM-8NTLHQVB7/>



C. City Services & Budget Survey

- Net Promoter Score (NPS)
- 0 – Not At All Satisfied
- 10 – Extremely Satisfied



Net Promoter Score: City Services		
Services	2019	2020
General Performance	6.86	7.1
Administration	6.86	6.85
Municipal Court	6.31	5.82
City Clerk	6.63	6.31
Community Events	7.56	7.32
Community Development	6.62	6.21
Garbage	7.51	7.19
Human Resources	6.44	6.1
Finance	6.29	6.36
Fire	7.31	7.02
Information Technology	6.55	6.39
Police	6.83	7.05
Public Works: General	6.48	6.64
Public Works: Parks		6.95
Public Works: Streets		6.45
Public Works: Storm		6.38
Public Works: Wastewater		6.71
Public Works: Water		6.72
Youth Recreation	6.23	5.67
Microenterprise Assistance	6.37	5.94

C. City Services & Budget Survey – Top Budget Priorities

- Police/Crime Prevention: 52.59%
- Street Maintenance: 43.97%
- Fire Department: 41.38%
- Ambulance: 38.79%
- Economic Development: 37.93%
- Affordable Housing: 37.07%
- Snow & Ice Control: 31.03%
- Utility Infrastructure: 25.86%
- Community Events: 24.14%
- Park Development: 19.83%
- Code Enforcement: 18.97%
- Recreation Programs: 18.97%
- Parks Maintenance: 18.10%
- Sidewalk Maintenance: 18.10%
- Sidewalk Development: 18.10%
- Street Reconstruction: 18.10%
- Open/Green Space: 17.24%
- Street Lighting: 17.24%
- Long Range Planning: 15.52%
- Microbusiness Assistance Program: 13.79%
- Traffic Enforcement: 12.07%
- Athletic Fields: 8.62%
- Historic Preservation: 8.62%
- Zoning & Development Review: 8.62%
- Public Information/Outreach: 7.76%
- Bicycle Facilities: 7.76%
- Building Permits & Inspections: 6.03%
- Leaf Collection: 6.03%
- Animal Control: 3.45%
- Parking Enforcement: 1.72%
- Website: 1.72%

D. Budget Calendar

2021 College Place Budget Calendar	State Law Time Limitations	Date	2020 Public Hearing Ad Date(s)
<i>Finance Director prepares Questica Budget for each department</i>		8/3/2020- 8/28/2020	
1. Request by clerk to all department heads and those in charge of municipal offices to prepare detailed estimates of revenues and expenditures for next fiscal year (calendar year). RCW 35A.33.030.	By second Monday in September.	8/14/2020	
<i>Department heads complete Questica budget and narratives</i>		8/24/2020- 9/11/2020	
<i>Finance Director prepares revenues budget</i>		8/31/2020- 9/11/2020	
2. Estimates are to be filed with the clerk. RCW 35A.33.030.	By fourth Monday in September	9/28/2020	
<i>Department heads submit budget narratives to Finance Director</i>		9/11/2020	
<i>Finance Director compiles department budget requests into proposed preliminary budget</i>		9/14/2020- 9/30/2020	
<i>Administrator compiles capital request forms into Capital Improvement Plan</i>		9/1/2020- 9/30/2020	
<i>Finance Director prepares payroll and capital budget components</i>		9/1/20-9/30/20	
<i>City Administrator and Finance Director meet with individual department heads</i>		9/21/20-9/23/20	
3. Estimates are presented to the chief administrative officer (CAO) for modifications, revisions or additions. Clerk must submit to CAO proposed preliminary budget setting forth the complete financial program, showing expenditures requested by each department and sources of revenue by which each such program is proposed to be financed. RCW 35A.33.050.	On or before the first business day in the third month prior to beginning of the fiscal year.	10/1/2020	
<i>Finance Director prepares powerpoint presentation for revenue sources, department requests, and property tax levy presentation to council</i>		10/1/20/-10/5/20	
<i>Budget Workshop with Council and Department Heads</i>		10/6/2020 (workshop)	
4. CAO provides the legislative body with current information on estimates of revenues from all sources as adopted in the budget for the current year. CAO also provides the legislative body with the clerk's proposed preliminary	No later than the first Monday in	10/13/2020 (council)	

Thank You

- Questions?

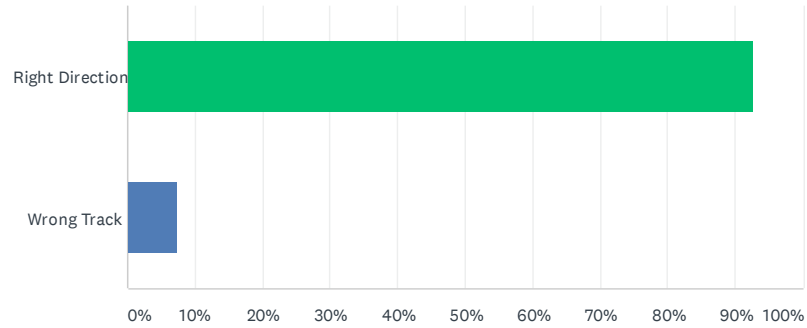


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5. The legislative body must hold a public hearing on revenue sources for the coming year's budget, including consideration of possible increases in property tax revenues. RCW 84.55.120. After the hearing, a city may choose to pass an ordinance at the same meeting authorizing a property tax increase in terms of dollars and percent to comply with Referendum 47. (Property Tax Levy Hearing)	Before legislative body votes on property tax levy. Deadlines for levy setting are in item 8 below.	10/27/2020 (council meeting)	10/15/2019
<i>Finance Director and City Administrator review/prioritize/balance the budget</i>		10/28/20-11/6/20	
<i>Finance Director and City Administrator finalize CIP</i>		10/28/20-11/6/20	
<i>City Administrator prepares budget message</i>		10/28/20- 10/30/20	
6. CAO prepares preliminary budget and budget message and files with the city clerk. RCW 35A.33.052.	At least 60 days before the ensuing fiscal year.	11/2/2020	
<i>Finance Director prepares preliminary budget powerpoint presentation</i>		11/9/20-11/20/20	
7. Clerk publishes notice that preliminary budget has been filed and publishes notice of public hearing on final budget once a week for two consecutive weeks. RCW 35A.33.060.	No later than the first two weeks in November.	11/16/20 and 11/23/20	

2021 College Place Budget Calendar	State Law Time Limitations	Date	2020 Public Hearing Ad Date(s)
8. Setting property tax levies. Ch. 52, Laws of 2005, HB 1048 and RCW 84.52.070.	November 30 for all cities and towns.	11/10/2020 (council meeting)	
9. The legislative body, or a committee thereof, must schedule hearings on the budget or parts of the budget and may require the presence of department heads. RCW 35A.33.055. (Preliminary Budget Hearing)	Prior to the final hearing.	11/24/2020 (council meeting)	11/19/2019
10. Copies of proposed (preliminary) budget made available to the public. RCW 35A.33.052.	No later than six weeks before January 1.	11/20/2020	
<i>Finance Director and City Administrator make adjustments to budget (large adjustments may consist of capital projects being removed from the budget based on grant funding application results to be received in November)</i>		11/27/20-12/4/20	
<i>Budget Review with Finance Committee</i>		12/8/2020 (committee mtg.)	
<i>Finance Director prepares powerpoint presentation of budget changes between preliminary and final hearings for council</i>		11/29/20-12/7/20	
<i>City Council workshop on final changes to budget.</i>		12/1/2020 (workshop)	
11. Final hearing on proposed budget. RCW 35A.33.070.	On or before first Monday of December, and may be continued from day-to-day but no later than the 25th day prior to next fiscal year (December 7).	12/8/2020 (council meeting)	11/24/19 and 12/1/19
12. Adoption of budget for 2020. RCW 35A.33.075.	Following the public hearing and prior to beginning of the ensuing fiscal year.	12/8/2020 (council meeting)	
<i>Copies of final budget to be transmitted to the State Auditor's Office and to MRSC.</i>		Post-Adoption	

Q1 Do you feel things in College Place are generally going in the right direction, or do you feel things have gotten off on the wrong track?

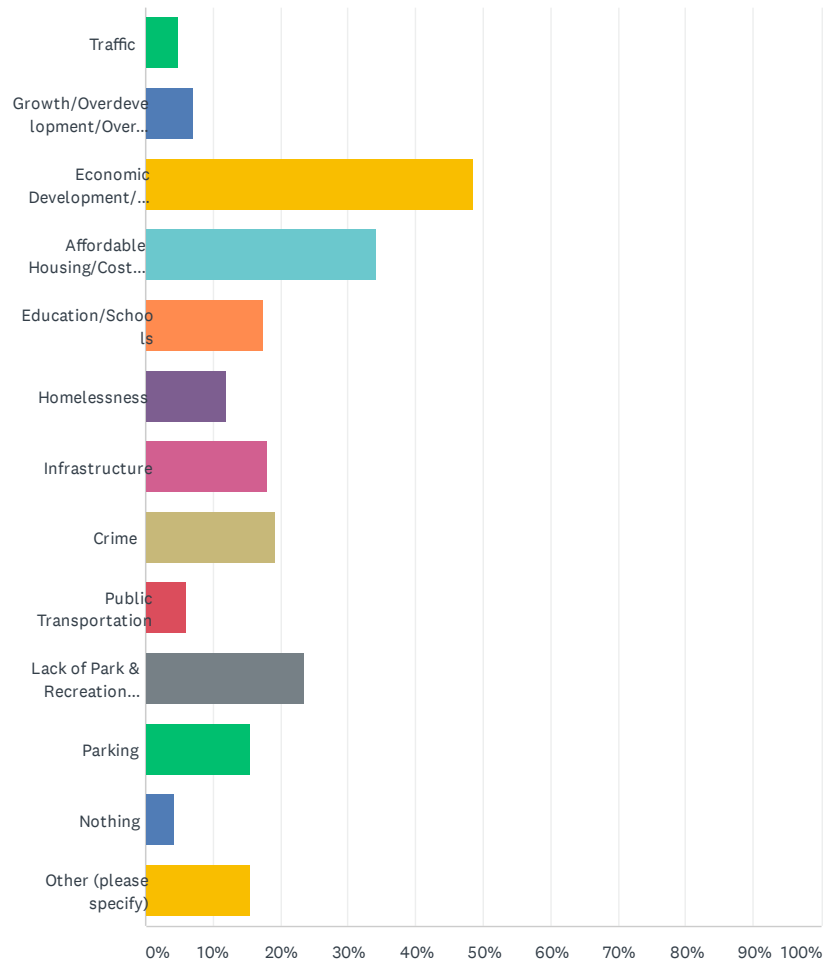
Answered: 166 Skipped: 3



ANSWER CHOICES	RESPONSES	
Right Direction	92.77%	154
Wrong Track	7.23%	12
TOTAL		166

Q2 What do you think is the most important problem facing the City of College Place today? (Pick up to three)

Answered: 167 Skipped: 2



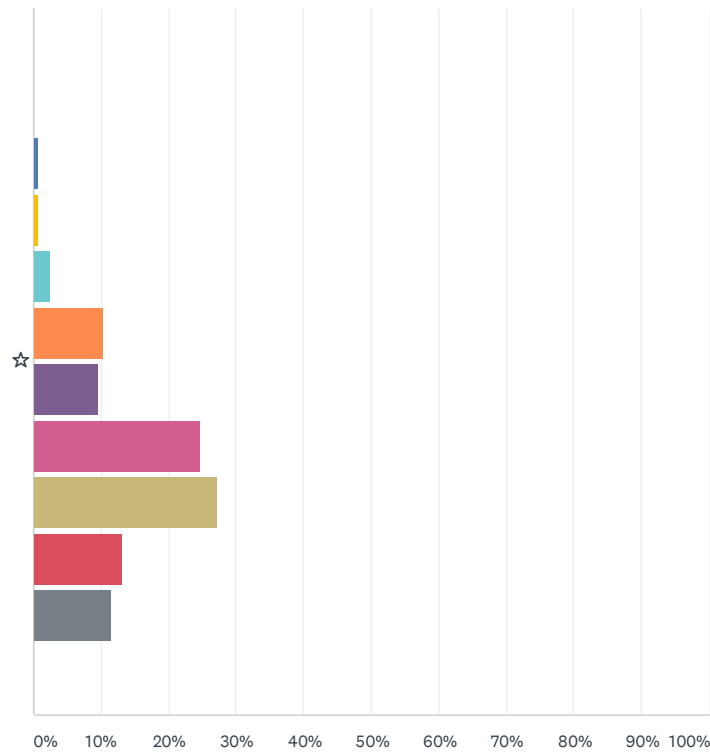
ANSWER CHOICES	RESPONSES	
Traffic	4.79%	8
Growth/Overdevelopment/Overpopulation	7.19%	12
Economic Development/Lack of a Diverse Tax Base/Encouraging Small and Medium Sized Businesses to Open Here	48.50%	81
Affordable Housing/Cost of Living	34.13%	57
Education/Schools	17.37%	29
Homelessness	11.98%	20
Infrastructure	17.96%	30
Crime	19.16%	32
Public Transportation	5.99%	10
Lack of Park & Recreation Programs	23.35%	39
Parking	15.57%	26
Nothing	4.19%	7
Other (please specify)	15.57%	26
Total Respondents: 167		

City of College Place - 2020 City Services / Budget Survey

#	OTHER (PLEASE SPECIFY)	DATE
1	Bad roads!	7/22/2020 7:57 PM
2	Things to do around town. Ice skating, mini golf, roller skating, dancing	7/15/2020 6:49 AM
3	People driving too fast near the schools	7/14/2020 9:18 PM
4	Roads	7/13/2020 11:18 PM
5	A method of slowing traffic on Larch.	7/13/2020 7:52 PM
6	Lack of enforcement of 4th of July regulations	7/13/2020 7:09 PM
7	Areas of fun for Young Adults	7/13/2020 3:47 PM
8	Police Bias	7/13/2020 2:57 PM
9	loud and unruly neighbors living next to neighbors who would like to live a quiet lifestyle and no solution	7/13/2020 2:37 PM
10	I am not a good judge of what C.P. needs yet. After being gone for 40 plus years. I have been back for only 1 1/2 years.	7/13/2020 2:08 PM
11	We need Chick Fil A	7/13/2020 1:46 PM
12	Lack of sidewalks	7/13/2020 12:27 PM
13	The local nursing homes are inept, they call the fire dept too often. This takes up valuable resources that could be prepared for actual issues in the community.	7/13/2020 12:23 PM
14	COVID-19 safety	7/13/2020 11:02 AM
15	College Ave. is a mess. The fact bike lanes and parking is messy. The toad looks lovely and welcoming but the post office needs parking. Far too often individuals, (especially elderly) are trying to cross or open their doors and I pray nothing dangerous comes from it. There really needs to be a parking installation there.	7/13/2020 11:01 AM
16	Get a snowplow	7/13/2020 10:58 AM
17	The street remodeling is bad because it takes many already smooth road replacing them with graveled not even securely on road but only place on road that are harder on motorcycle, bikes, skates, and seem less safe. creat dust, gravel to go on people's yard.	7/12/2020 10:36 AM
18	Would love to buy a home, but taxes are off the chart. Can't afford the high taxes!	7/10/2020 5:41 PM
19	Covid-19	7/8/2020 11:34 PM
20	Fiscal responsibility	7/7/2020 7:22 PM
21	High water and sewer costs	7/7/2020 7:14 PM
22	Keeping escalating homeowner fees under control.(Even though we appreciate all of the services.)	7/7/2020 3:26 PM
23	Lack of recycling/zero waste programs	7/7/2020 1:45 PM
24	I am really concerned about high density low quality housing becoming part of our community.	7/7/2020 1:00 PM
25	Lions park needs updating	7/6/2020 11:27 PM
26	encourage businesses, repave roads, green spaces	7/6/2020 9:29 PM

Q3 How would you rate the quality of life in College Place?

Answered: 166 Skipped: 3

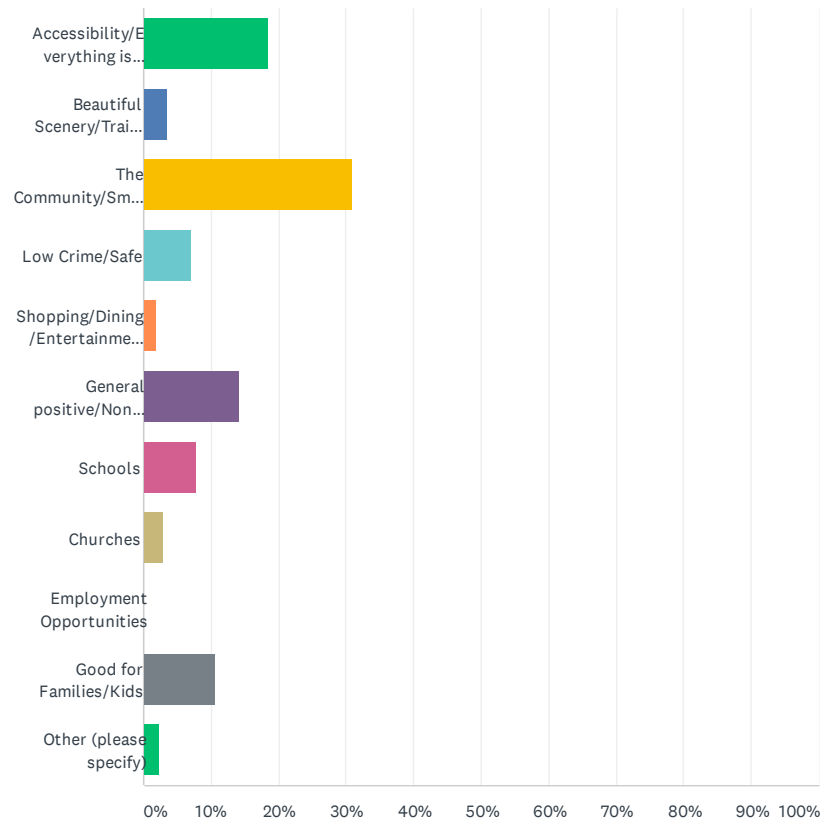


■ Very Poor
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ Satisfactory
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ Excellent

	VERY POOR	(NO LABEL)	(NO LABEL)	(NO LABEL)	SATISFACTORY	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	0.00%	0.60%	0.60%	2.41%	10.24%	9.64%	24.70%	27.11%	13.25%	11.45%	166	7.45
	0	1	1	4	17	16	41	45	22	19		

Q4 What is the best thing about living in College Place?

Answered: 168 Skipped: 1



ANSWER CHOICES		RESPONSES	
Accessibility/Everything is Close		18.45%	31
Beautiful Scenery/Trails and Parks		3.57%	6
The Community/Small Town Feel		30.95%	52
Low Crime/Safe		7.14%	12
Shopping/Dining/Entertainment Options		1.79%	3
General positive/Non-specific		14.29%	24
Schools		7.74%	13
Churches		2.98%	5
Employment Opportunities		0.00%	0
Good for Families/Kids		10.71%	18
Other (please specify)		2.38%	4
TOTAL			168

#	OTHER (PLEASE SPECIFY)	DATE
1	None, It feels old	7/13/2020 8:51 PM
2	The people here have an obvious interest in their community and want to better it. They are trying to do so thoughtfully.	7/10/2020 7:31 PM
3	Mostly quiet	7/7/2020 7:14 PM
4	(relatively) Low Property Tax	7/7/2020 6:01 PM

Q5 How have COVID-19 and the "Stay Home, Stay Safe" order affected you, your community, and the city as a whole?

Answered: 127 Skipped: 42

City of College Place - 2020 City Services / Budget Survey

#	RESPONSES	DATE
1	We have done fine with these orders only frustrating item is we cant shop Andys Market even if we wear a mask between 7-8. I have tried to shop locally on my way to work only to be told I cannot enter the store. I don't spend money there anymore and I live two blocks away.	7/30/2020 9:54 AM
2	I now work from home. My husband is now unemployed. We do not go out. No vacations	7/29/2020 6:39 PM
3	More restrictions and less community	7/22/2020 7:57 PM
4	It has been very detrimental to my business and income.	7/22/2020 7:08 AM
5	A lot of small businesses have had trouble staying sufficient, lack of business because of college students. Not having school has affected me but not greatly.	7/21/2020 1:40 PM
6	Working from home, homeschooling	7/15/2020 7:37 PM
7	I'm less social, and don't go out as much, but try to.	7/15/2020 6:58 PM
8	I'm pretty much a stay at home sort of person , so I haven't really noticed much	7/15/2020 4:48 PM
9	Quality of school has greatly diminished. There's nothing to do. Prices have increased.	7/15/2020 1:56 PM
10	People seem frustrated with each other. It is hurting our community	7/15/2020 11:32 AM
11	None	7/15/2020 11:08 AM
12	Need more people to take it seriously so we can beat it.	7/15/2020 8:11 AM
13	Being at home is boring. And it was especially bad in the beginning when people cleared out the shelves of all the grocery stores. A friend of mine had to steal toilet paper from the school to get by.	7/15/2020 6:49 AM
14	Not too bothered by it. I noticed that more people are out and about, it makes me think that we need to have better recreational opportunities for walkers, hikers, and bicyclists.	7/14/2020 9:18 PM
15	Closed businesses	7/14/2020 8:45 PM
16	Limited work and shopping access	7/14/2020 7:57 PM
17	Online school	7/14/2020 1:08 PM
18	Same as everybody else: be careful, be respectful, hang in there.	7/14/2020 12:24 PM
19	Could not come back to WWU for spring quarter...	7/14/2020 12:07 PM
20	It has been very difficult to continue working.	7/14/2020 11:15 AM
21	It seems like almost every small business has been hit hard, I'm worried only the big chains will be left once this is over	7/14/2020 10:36 AM
22	It's scary and minus some assholes refusing to wear masks/making it political we have helped each other out.	7/14/2020 8:46 AM
23	Very little	7/13/2020 11:18 PM
24	I left College Place for the quarter because Walla Walla University canceled in-person classes. I moved home because the university did not charge me rent if I left, otherwise I might have stayed.	7/13/2020 11:06 PM
25	It has made both school and work more of a struggle than they would otherwise be.	7/13/2020 9:45 PM
26	It has made me more appreciative of my home/yard/neighborhood	7/13/2020 9:22 PM
27	I'm glad it exists. We're safer because of it.	7/13/2020 8:51 PM
28	It has reduced employment and socialization.	7/13/2020 8:05 PM
29	Not affected us all that much. One family member is an essential worker. The other two are retired. Main change has been online church rather than in person.	7/13/2020 8:00 PM
30	Has limited going out into the community, so I am sure businesses have suffered.	7/13/2020 7:52 PM
31	It has been very worth while. As a retired person our income has not been affected. We get along quite well. Andy's market giving special hours to high risk folks is great.	7/13/2020 7:09 PM
32	Hard on the kiddos:(	7/13/2020 7:05 PM
33	All the families have spent more time outside walking and playing together! It's been lovely and shows that the community maybe could do with more walking trails	7/13/2020 6:55 PM
34	Not that much. Have tried to enjoy a simplistic life style	7/13/2020 5:52 PM
35	More staying and working/schooling from home. Bored kids. No camping...	7/13/2020 5:30 PM
36	It was quite boring and inconvenient but hopefully it was worth it in decreasing the spread of the virus.	7/13/2020 4:58 PM
37	Many store are shut down and will be prementaly shut down because of the restrictions	7/13/2020 4:40 PM
38	one parent is without work, other parent on varied work schedule while kids were still in school (essential worker), hard to stay away from playgrounds, concern about so many people without income not able to pay rent or bills and the impact that has on our city	7/13/2020 3:51 PM
39	Makes it harder to find jobs and relax	7/13/2020 3:47 PM

City of College Place - 2020 City Services / Budget Survey

40	I had to move back home to Oregon.	7/13/2020 2:57 PM
41	I have had to move home to Southern California for school because of COVID-19.	7/13/2020 2:39 PM
42	hasn't affected me much	7/13/2020 2:37 PM
43	Not much	7/13/2020 2:26 PM
44	yes	7/13/2020 2:14 PM
45	It has slowed down my becoming reacquainted with the community. I feel for the small business owners who have been majorly impacted by "stay at home" Otherwise, a I still volunteer being a substitute driver delivering meals on wheels, I am lucky, I had a valid excuse for being out and about occasionally. In my other volunteer endeavor I noticed many non profit social services for people with clothing needs, homeless needs, social services, etc. were limited or stopped. Not because workers or volunteers wanted to stop, but because many workers were in job training programs, AARP work programs, supplemented by grants, and government programs were all sent home. I wonder how this has really impacted the homeless?	7/13/2020 2:08 PM
46	COVID-19 has been especially hard on my 3 year old because she can't go to the park or sabbath school and therefore is stuck inside most of the week.	7/13/2020 2:05 PM
47	Horrible, the city took down the rims for basketball, no one is friendly it seems anymore, the mass panic and hysteria from the media and Inslee has ruined what has made College Place great.	7/13/2020 1:46 PM
48	COVID-19 is a scourge on our society at large, to be sure, but I find people violating the "Stay Home, Stay Safe" order and mask recommendations to be more of a negative impact than the order itself.	7/13/2020 1:41 PM
49	Of course, life has changed due to COVID-19. However, I feel safe in our community and I appreciate the support of small/local businesses. My biggest concern is for the small/local businesses because they are a big part of what makes College Place special, and I hope they are able to succeed despite these challenging times.	7/13/2020 1:29 PM
50	Confusion and hurting small businesses.	7/13/2020 1:18 PM
51	None	7/13/2020 12:37 PM
52	It's been generally supportive. Most in the community understand what needs to be done to keep people safe. We need more education for those who still resist.	7/13/2020 12:35 PM
53	I had to leave school	7/13/2020 12:29 PM
54	When visiting college place, it feels a lot more empty	7/13/2020 12:28 PM
55	It has made my education experience harder to manage and enjoy. It is hard to find a safe public space to study, studying alone is hard.	7/13/2020 12:27 PM
56	It's been devastating to my business (private music teacher), I don't think forcing the young and healthy to isolate was the correct approach.	7/13/2020 12:27 PM
57	I am trying to get employed as a teacher and the confusion of how classes will be conducted is stalling a lot of hiring, I think.	7/13/2020 12:26 PM
58	My husband's business folded and he did not get the PPP due to his business not being around long enough. We've enjoyed our neighborhood and neighbors on daily walks and we do feel safe in CP.	7/13/2020 12:26 PM
59	I guess so. I usually don't leave my house unless I'm shopping though	7/13/2020 12:23 PM
60	n/a	7/13/2020 12:17 PM
61	I lost a lot of work hours and don't eat out as much	7/13/2020 12:13 PM
62	It feels that we have not been able to do anything at all, and it was the reason I had to leave the university. For some it made costs go up with no option to make money.	7/13/2020 11:58 AM
63	I have lost work opportunities.	7/13/2020 11:52 AM
64	It has affected me very negatively and has put a pause on my education.	7/13/2020 11:41 AM
65	I lost my job at the University but am doing good now that I have other work. I feel like the city as a whole has not taken the virus seriously and I'm concerned that our numbers wont go down.	7/13/2020 11:30 AM
66	Not much. The main changes are working from home now and getting food to go rather than dining out. We appreciate College Place's retailers' focus on health and safety throughout the experience.	7/13/2020 11:30 AM
67	It revealed how many stupid conspiracy theorists are out there.	7/13/2020 11:17 AM
68	i've had to deal with being unemployed for months and struggled handling school online	7/13/2020 11:17 AM
69	Lack of human interaction is terrible	7/13/2020 11:09 AM
70	Using parks and outdoor spaces more	7/13/2020 11:06 AM
71	Shut things down, pay cuts	7/13/2020 11:02 AM
72	State regulations have been difficult but it's made little to no difference in my lifestyle.	7/13/2020 11:01 AM

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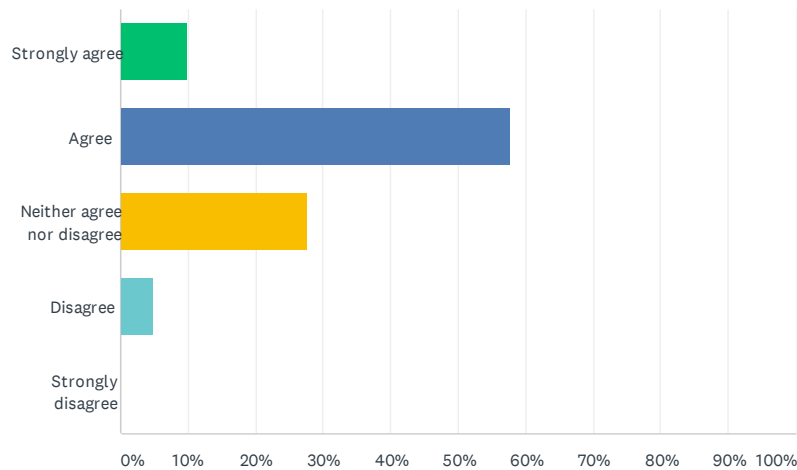
73	It has postponed my employment	7/13/2020 11:01 AM
74	Unfortunately due to the virus my wife and I had to move because I lost my job.	7/13/2020 11:00 AM
75	It doesn't seem that much has changed other than the mild but bearable inconvenience of adjusted business operating hours.	7/13/2020 10:59 AM
76	Well I can't be at school anymore	7/13/2020 10:58 AM
77	not really	7/13/2020 10:58 AM
78	Roughly	7/13/2020 10:57 AM
79	Isolation, lack of work for many	7/13/2020 10:56 AM
80	People are less friendly when I am in public	7/13/2020 10:56 AM
81	I want to get back to school in Walla Walla!	7/13/2020 10:53 AM
82	We could do more, but we are fortunate to live in a rural area that hasn't been hit as hard as the more densely populated cities.	7/13/2020 8:38 AM
83	People have lost their jobs	7/12/2020 10:36 AM
84	N/A	7/11/2020 2:31 PM
85	Not much, I am restricting my outings but I can pick up food at Walmart, get to all my Doctor's appointments etc.	7/11/2020 2:58 AM
86	There is a political undertone that should never have been part of the whole situation. The Governor handled the situation incorrectly. His directives have divided the community and hurt our economy	7/10/2020 11:18 PM
87	It's a complete failure! Death rate is 99.?! What we are going through as a country is just plain wrong on so many levels. Educate us and let us make educated choices.	7/10/2020 10:26 PM
88	Closed businesses	7/10/2020 9:07 PM
89	NA	7/10/2020 8:40 PM
90	Restrictions have limited people from doing the things that are important in their life	7/10/2020 8:36 PM
91	It hurt the economy but was nessessary to keep people safe	7/10/2020 8:32 PM
92	It sucks! Specially the mask order!☹	7/10/2020 8:31 PM
93	Hurt local business	7/10/2020 8:22 PM
94	I now have less discretionary income than before COVID-19	7/10/2020 8:17 PM
95	I have been working the entire time. There has been tension, worry and stress. We always have plenty to keep us busy at home, so I don't find staying at home much of an issue. I have watched it bring out the good, the bad and the ugly in people. I am amazed at just how self centered and childish most Americans have become. I'm quite ashamed of that. We are a nation of people who descend from strong, hard working and determined people. I consider what I need to do to impress older values upon my child for his own good.	7/10/2020 7:31 PM
96	It hasn't. People need to be less selfish	7/10/2020 6:42 PM
97	I honestly think the whole thing is so blown out of proportion and it has absolutely created a divide in the community. Too many people living outside the community are trying to create problems within it.	7/10/2020 5:47 PM
98	Think things should not be closed	7/9/2020 4:31 PM
99	Economic growth has slowed due to construction restraints, fears.	7/9/2020 10:56 AM
100	It feels a lot less friendly in the world now. People not listening to CDC guidelines, following rules in stores, etc.	7/9/2020 6:39 AM
101	It hasn't.	7/8/2020 11:34 PM
102	School closures	7/8/2020 1:30 PM
103	Negatively, over reaction in my mind	7/8/2020 10:32 AM
104	Negative to business	7/7/2020 10:06 PM
105	I think it has cause people to act out negatively out of fear and frustration	7/7/2020 7:46 PM
106	I think the shutdown is going to be an economic disaster. I'd rather shop online instead of dealing with the "mandates" from King Inslee, so that is a lot of dollars I'm not spending in the community	7/7/2020 7:22 PM
107	It has not really affected me because I have been working the entire time.	7/7/2020 7:14 PM
108	We stay home more and spend less.	7/7/2020 6:01 PM
109	OK	7/7/2020 5:03 PM
110	Depressing. Feeling of isolation. Need sense of community again.	7/7/2020 4:55 PM
111	It is certainly not the worst thing that can happen, and we all should be thankful to have the opportunity to "hang low" without complaint until this passes.	7/7/2020 3:26 PM

City of College Place - 2020 City Services / Budget Survey

112	Reduction in socialization has been tough, but this has been necessary.	7/7/2020 3:04 PM
113	It has not affected my household that much as we were able to work from home and feel we can get around our neighborhood while maintaining social distancing.	7/7/2020 1:45 PM
114	It's been challenging. The lack of social interaction leads to isolation, and that contributes to other issues, e.g., depression.	7/7/2020 1:39 PM
115	Pivoted our business, in general more isolation is challenging	7/7/2020 1:00 PM
116	Job loss and stay at home.	7/7/2020 12:28 PM
117	Not as many people going out to spend money.	7/7/2020 12:06 PM
118	We are not supporting local businesses because they do not have curbside pick up for groceries or other alternatives.	7/7/2020 11:58 AM
119	The impact on local small businesses is evident; how the city/state will decide to handle school attendance is a challenge yet to be tackled.	7/7/2020 11:56 AM
120	Sucks not being able to go to school or church.	7/7/2020 11:54 AM
121	Happy police are not ticketing people for not wearing a mask. Ready to have everything open, including schools! All business have been amazing , putting up with all the restrictions.	7/6/2020 11:27 PM
122	negatively. losing businesses	7/6/2020 9:29 PM
123	Understand the initial need to stay sheltered, but this has gone on too long. All for masking up but things need to open back up. Its causing an enormous toll on community mental health.	7/6/2020 9:11 PM
124	It's one of the safest places to live. It is easy to find stores that are not crowded and people are respectful of each other's space needs.	7/6/2020 8:49 PM
125	A major annoyance, but nothing more than that.	7/6/2020 8:39 PM
126	Not. Blown way out of proportion and has become a political issue. Has brought out the truly insane.	7/6/2020 8:24 PM
127	I think it has been carried to far and is creating many hardships for families and business's.	7/6/2020 8:08 PM

Q6 The City currently uses five priorities (detail is located here: (http://www.cpwa.us/document_center/Admin/Ord_No_19-005_Strategic_Plan_2017-2026_Update_2019-02-12.pdf) when determining how your tax dollars should be spent. They are: Infrastructure Investment, Planning for Prosperity, Optimal Operations, Resource Development, and Cooperation and Connection. Do you agree or disagree?

Answered: 163 Skipped: 6



ANSWER CHOICES	RESPONSES	
Strongly agree	9.82%	16
Agree	57.67%	94
Neither agree nor disagree	27.61%	45
Disagree	4.91%	8
Strongly disagree	0.00%	0
TOTAL		163

Q7 What should the City do to create a more equitable city?

Answered: 111 Skipped: 58

City of College Place - 2020 City Services / Budget Survey

#	RESPONSES	DATE
1	this question is too vague	7/29/2020 6:39 PM
2	No comment	7/22/2020 7:57 PM
3	I don't believe it is the responsibility of the government to create equity. Attempts to do so have been responsible for some of the greatest atrocities in history.	7/22/2020 7:08 AM
4	more/better support for small business and struggling families	7/21/2020 3:53 PM
5	More modes of transportation, more coffee shops, restaurants, nature paths.	7/21/2020 1:40 PM
6	nothing	7/16/2020 11:12 AM
7	Nothing. We do not need to focus funds on diversity and inclusion. Our city does not have race issues and we don't need to create problems that don't exist. CP is already one of the more affordable communities in the valley. We don't need to change anything.	7/15/2020 7:37 PM
8	More activities	7/15/2020 6:58 PM
9	I'm pretty satisfied	7/15/2020 4:48 PM
10	More rehabilitation programs	7/15/2020 1:56 PM
11	Continue to show support to our police	7/15/2020 11:32 AM
12	Not sure	7/15/2020 11:08 AM
13	I'm not sure	7/15/2020 6:49 AM
14	Get better food options! Cugini's and Happy Wanderer are great, more amazing food options would be better.	7/14/2020 9:18 PM
15	Lower taxes	7/14/2020 8:45 PM
16	Defund the police	7/14/2020 1:08 PM
17	Help to ensure affordable housing options.	7/14/2020 12:24 PM
18	Public transport to the nearest airports	7/14/2020 12:07 PM
19	I think it's already fairly equitable, I don't know what more can be done.	7/14/2020 11:15 AM
20	demilitarize the police plz	7/14/2020 10:36 AM
21	Ensure affordable housing for small families	7/14/2020 10:04 AM
22	Better rent control, more affordable housing, and less catering to the Adventist crowd.	7/14/2020 8:46 AM
23	It's fine as is.	7/13/2020 11:18 PM
24	The city could be more bike-able (more smooth asphalt) and more run-able (gravel or asphalt - concrete is hard on joints). The city could also encourage more small business to come and turn College Ave into a more small-town, homey feeling gathering place than Walla Walla's Main Street.	7/13/2020 11:06 PM
25	Continue to develop infrastructure and transportation so that the city is more physically accessible.	7/13/2020 9:45 PM
26	Take a fresh look at systems in place, ensure that built in racism is addressed. What percentage of our community is non white? What percentage of non whites own property? Etc.	7/13/2020 9:22 PM
27	First, create an actual city. Not a town in the middle of nowhere that has nothing cause everyone can drive an hour away to another one. Some of us don't have the gas money for that.	7/13/2020 8:51 PM
28	Not sure what this means.	7/13/2020 7:52 PM
29	Seems to be OK now.	7/13/2020 7:09 PM
30	Improve roads, fines for houses with trash, sofas in front.	7/13/2020 7:05 PM
31	I am unsure	7/13/2020 6:55 PM
32	Water resources that are more economical. More businesses and growth economically. Advanced resources for new housing.	7/13/2020 5:30 PM
33	I don't like taxes	7/13/2020 5:19 PM
34	I believe it already is an equitable place.	7/13/2020 4:58 PM
35	embed equity into each priority - keep resources available in Spanish as you have been doing (social media posts, etc) - develop a local Hispanic advisory committee (similar to City of Hermiston) would be very important step	7/13/2020 3:51 PM
36	make more things available for young adults, there are many universities and many young adult people that need to do something.	7/13/2020 3:47 PM
37	Affordable housing	7/13/2020 2:57 PM
38	Affordable housing	7/13/2020 2:26 PM
39	scholarships	7/13/2020 2:14 PM

City of College Place - 2020 City Services / Budget Survey

40	I don't know	7/13/2020 2:05 PM
41	Not follow regulations for western WA when we're hundreds of miles from them.	7/13/2020 1:46 PM
42	Listen to and uplift Latino voices and include those in poverty in decision making processes.	7/13/2020 1:41 PM
43	Invest in the future.	7/13/2020 1:18 PM
44	Double police coverage	7/13/2020 12:37 PM
45	Fund community programs, low income housing, and more social services...especially those that the police try to fill.	7/13/2020 12:35 PM
46	Join with the Walla Walla library so we could check out books there too.	7/13/2020 12:29 PM
47	I am not sure	7/13/2020 12:27 PM
48	I'm not sure the City government should feel compelled to belabor the concept of equity.	7/13/2020 12:27 PM
49	Get citizen involvement from all age groups and socio economic groups.	7/13/2020 12:26 PM
50	(Not sure)	7/13/2020 12:23 PM
51	not sure	7/13/2020 12:17 PM
52	More businesses	7/13/2020 12:13 PM
53	More sidewalks, more businesses.	7/13/2020 12:12 PM
54	I'm not sure	7/13/2020 11:58 AM
55	We need to educate our children on race, racism, class, and classism its history, its effect, and its origin.	7/13/2020 11:52 AM
56	Nothing	7/13/2020 11:41 AM
57	More social work type help for the poor and homeless	7/13/2020 11:30 AM
58	Truly listen to people of color's concerns rather than shutting them down.	7/13/2020 11:17 AM
59	create a more financially stable environment for all	7/13/2020 11:17 AM
60	N:a	7/13/2020 11:09 AM
61	It's good as is.	7/13/2020 11:06 AM
62	N/A	7/13/2020 11:01 AM
63	I'm not sure. The only thing I can think of is to encourage a producer or major company to set up headquarters. Something other than a university.	7/13/2020 11:00 AM
64	No comment	7/13/2020 10:59 AM
65	Have a snowplow	7/13/2020 10:58 AM
66	Have a target	7/13/2020 10:57 AM
67	Community outreach programs	7/13/2020 10:56 AM
68	Unsure	7/13/2020 10:56 AM
69	Affordable businesses	7/13/2020 10:53 AM
70	More growth. More businesses, restaurants etc	7/13/2020 8:38 AM
71	Don't have Halloween celebrated in College Place. Let Walla Walla take care of that. Instead of promoting resentment to be escalated against the companies or people that do not want to participate or be involved in.	7/12/2020 10:36 AM
72	City is doing a good job as it is.	7/11/2020 2:31 PM
73	Plan for another out break like Covid-19. We should be ahead rather than playing catch-up. Until a treatment is put in place this virus will return and flare up.	7/11/2020 2:58 AM
74	Have City meetings in the evenings when most residents can attend, advertise dates and times through multiple avenues, and allow residents to have more of a voice	7/10/2020 11:18 PM
75	Attract small businesses.	7/10/2020 10:26 PM
76	More business opportunities	7/10/2020 9:07 PM
77	Bring more businesses.	7/10/2020 8:40 PM
78	Build infrastructure to allow opportunities for small businesses and big businesses to build in the city of College Place	7/10/2020 8:36 PM
79	nothing	7/10/2020 8:32 PM
80	More gas stations in town would be nice.	7/10/2020 8:31 PM
81	?	7/10/2020 8:18 PM
82	I am very pleased with the way things are going in the 10 yrs I've lived here. My main concern is the housing market. I keep a weary eye on it. We wish to buy here for many reasons. Both of us have had our jobs for over 15 yrs. in lower management positions. Because of the min wage increases our yrs and wage mean less now. Real estate is higher, by far here than in the	7/10/2020 7:31 PM

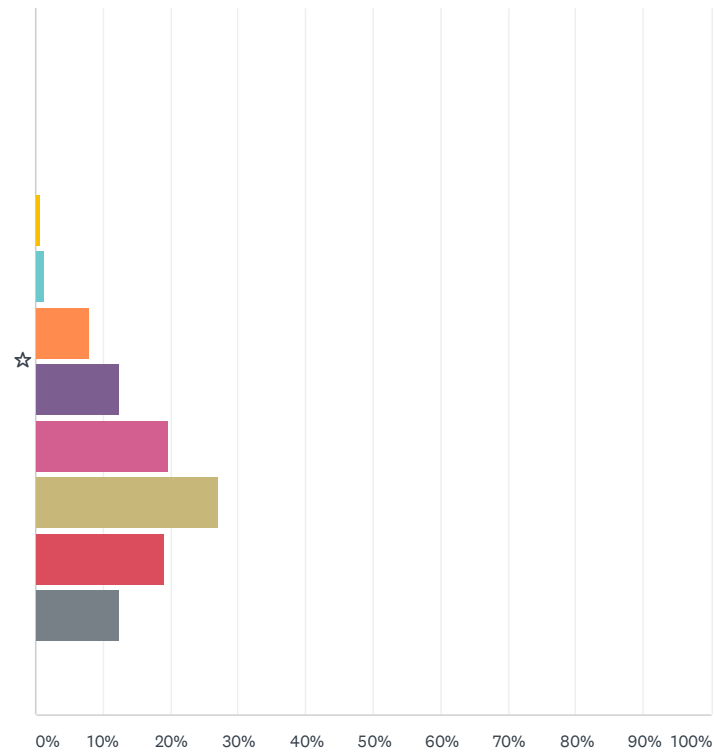
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neighboring communities. We simply cannot afford a descent home here for our child. We struggle with deciding whether to buy elsewhere where we can afford or continue to throw our money into the endless abyss of ever increasing rent to stay in a community that we like.

83	Affordable housing	7/10/2020 6:42 PM
84	Strive for diversity	7/9/2020 9:02 PM
85	Make it more appealing for african Americans and less red neck	7/9/2020 4:31 PM
86	More community events that are inclusive of culture.	7/9/2020 10:56 AM
87	I think it's pretty good the way it is.	7/9/2020 6:39 AM
88	I don't know.	7/8/2020 11:34 PM
89	The world is not equitable	7/7/2020 10:06 PM
90	Well having a Latina Mayor is an excellent start! Maybe bring businesses here that offers services and products that the young and POC could support.	7/7/2020 7:46 PM
91	I don't know what this means. If the city is doing something inequitable, they should stop. If you think government should be involved in social engineering, I would vote no.	7/7/2020 7:22 PM
92	No thoughts on this right now	7/7/2020 7:14 PM
93	Encourage more economic diversity. A college town with no night life and Adventist insistance on restrictive hours and days just concentrates business (and intoxicated driving) in nearby towns.	7/7/2020 6:01 PM
94	Acknowledge all	7/7/2020 5:03 PM
95	City seems fairly equitable to me.	7/7/2020 4:55 PM
96	Provide opportunities for cultural/racial sensitivity training for city employees so they can lead the effort. Start by hosting listening sessions for the public to learn their concerns. It will take time to develop trust.	7/7/2020 3:04 PM
97	Recruit and hire more diverse candidates for employment positions in the city	7/7/2020 1:45 PM
98	Not sure	7/7/2020 1:39 PM
99	Make it easier and more attractive to do business in CP. Have heard from other businesses the extensive time permitting and other compliance issues have taken when new construction is in the works. Also should have scalable fees for empty property, rather than having to carry full utilities load when not in use.	7/7/2020 1:00 PM
100	Nothing	7/7/2020 12:28 PM
101	Not sure???	7/7/2020 12:06 PM
102	Provide information in both English and Spanish. Strive for diversity in their hiring of city employees.	7/7/2020 11:58 AM
103	I wasn't aware that the City was currently inequitable.	7/7/2020 11:56 AM
104	Nothing, I've lived here for nearly two decades, this city has been a very welcoming city to all, we don't need to cave to the liberal whiners who are offended by everything.	7/7/2020 11:54 AM
105	I think we are a very caring community. We are diverse in most areas. I don't feel we need to cater to any special movement just because of biased reporting by news agencies.	7/6/2020 11:27 PM
106	encourage small businesses	7/6/2020 9:29 PM
107	Minority/Disadvantaged Procurement Policy.	7/6/2020 9:11 PM
108	The high school has made some critical changes in personnel, which makes it more inclusive and safe. We have a fantastic mayor who is a member of the Latinx community. Let's keep attracting and welcoming people of color in our government and public schools	7/6/2020 8:49 PM
109	Unsure	7/6/2020 8:39 PM
110	focus on infrastructure, Police, and fire.	7/6/2020 8:24 PM
111	Not push tax increases for worthless things like a branch library.	7/6/2020 8:08 PM

Q8 Overall Feeling of Safety?

Answered: 163 Skipped: 6



■ Not Safe at all
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ Very Safe

	NOT SAFE AT ALL	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	VERY SAFE	TOTAL	WEIGHTED AVERAGE
☆	0.00% 0	0.00% 0	0.61% 1	1.23% 2	7.98% 13	12.27% 20	19.63% 32	26.99% 44	19.02% 31	12.27% 20	163	7.67

Q9 What should the City do to make you (and your community) feel safer?

Answered: 122 Skipped: 47

City of College Place - 2020 City Services / Budget Survey

#	RESPONSES	DATE
1	Police Department needs to be more friendly - A smile and a wave goes a long way.	7/30/2020 9:54 AM
2	keep homeless and pan handlers off the streets. Reduce drug use. Talk about the dangerous sex offenders living here	7/29/2020 6:39 PM
3	No comment	7/22/2020 7:57 PM
4	I'm not sure there's a whole lot more to be done in this regard.	7/22/2020 7:08 AM
5	better/more accessible social services	7/21/2020 3:53 PM
6	Have the police not target college students to meet their quota.	7/21/2020 1:40 PM
7	Better street lighting	7/17/2020 12:50 PM
8	living in college place, i have never ever felt safer in my life	7/16/2020 11:12 AM
9	Proactive policing which they already do. Maintain the strength and funding of our police force and public services.	7/15/2020 7:37 PM
10	Be more aware and have the community more aware.	7/15/2020 6:58 PM
11	There are some sex offenders living in town. And we are a college town. Seems like that is something that shouldn't go together.	7/15/2020 4:48 PM
12	More street lamps	7/15/2020 1:56 PM
13	Make sure our police department is fully staffed and make sure they are getting all the proper training.	7/15/2020 11:32 AM
14	Not sure	7/15/2020 11:08 AM
15	Additional police interaction with schools & parents about current trends and protecting kids, community.	7/15/2020 8:11 AM
16	I think I'll always feel a little unsafe with the prison next to us. But I approve at all the city lights around town to keep it lit.	7/15/2020 6:49 AM
17	Community wide events so that neighbors can meet one another.	7/14/2020 9:18 PM
18	Stronger police presence	7/14/2020 8:45 PM
19	Defund the police and put the funding towards other underfunded community needs	7/14/2020 1:08 PM
20	Develop programs of appropriate intervention with non-police resources.	7/14/2020 12:24 PM
21	Involve social workers with the police force.	7/14/2020 12:07 PM
22	Keep funding for police officers, ensure that they are better trained to handle mental health issues. Develop or attract more services to help with poverty, mental health, homelessness.	7/14/2020 11:15 AM
23	vet the cops better	7/14/2020 10:36 AM
24	Fix the roads in all neighborhoods, build sidewalks in neighborhoods and improve ones that are crumbling	7/14/2020 8:46 AM
25	Gangs and drugs are the worst problem.	7/13/2020 11:18 PM
26	I'm not a big fan of bright street lights or of cops constantly patrolling streets and harassing people, and I don't think they are the best way to stop crime in College Place either. Most of the crime in College Place seems to be theft - much of it on the small scale - so increasing the penalty for theft so that it was not worth it for people to steal stuff would make College Place feel safer for me. Obviously this won't stop all theft, and it will only harm the most vulnerable, there should be more support given to helping the vulnerable in our community so that theft and crime is not their only/best option to make ends meet.	7/13/2020 11:06 PM
27	Continue to foster trust between the citizens the police force and other security personnel.	7/13/2020 9:45 PM
28	Consider starting a program like Eugene OR CAHOOTS	7/13/2020 9:22 PM
29	I feel uncomfortable with all the Christian religion integrated into a lot of the community. Maybe be more obvious about being more open to those who are different. Such as LGBTQ groups or people of different religious beliefs?	7/13/2020 8:51 PM
30	More steel lights on some streets, more side walks	7/13/2020 8:00 PM
31	Doing a pretty good job at this time.	7/13/2020 7:09 PM
32	More police presence	7/13/2020 7:05 PM
33	More evening hours patrols. The homeless seem to target during the night time hours.	7/13/2020 5:30 PM
34	seems like it is less safe in spring/summer months. For some reason I notice more bums walking around/sleeping in bus stops.	7/13/2020 5:19 PM
35	It seems quite safe to me.	7/13/2020 4:58 PM
36	I feel very safe compared to other city I have lived in	7/13/2020 4:40 PM
37	keep an eye and be proactive in addressing drug houses - preventative outreach geared at issues like DV and gangs - promote suicide prevention groups at CPHS like Sources of Strength (prevention the earlier the better always)	7/13/2020 3:51 PM

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38	There is already a lot of patrol, so i feel pretty genuinely safe.	7/13/2020 3:47 PM
39	More police bias training.	7/13/2020 2:57 PM
40	The intersection where E whitman and Larch pass. The bushes on the southEast side of Larch block the view of whitman traffic going westbound. This is dangerous and these bushes need to be removed or significantly cut back and maintained. And on NE C street and college avenue, you cannot see if it is safe to go when trying to make a left turn from C street onto n college avenue. Possibly a mirror put diagonally would help, so that traffic could be seen.	7/13/2020 2:37 PM
41	Police walking units	7/13/2020 2:26 PM
42	??	7/13/2020 2:08 PM
43	I don't know	7/13/2020 2:05 PM
44	Police the drugs especially heroin	7/13/2020 1:46 PM
45	Create a community accountability board for the police department.	7/13/2020 1:41 PM
46	I appreciate the cameras at intersections and public areas, and I really value the good lighting that has been put up on the main streets. Those are things I'd like to continue to see!	7/13/2020 1:29 PM
47	more police and citizen interaction	7/13/2020 1:27 PM
48	More community outreach and education about safety measures. Seeing the cops drive around through neighborhoods is helpful.	7/13/2020 1:18 PM
49	Be openly supportive of LGBTQIA+ residents	7/13/2020 12:59 PM
50	Minimum two patrol officers on shift at a time (excluding the admin staff, detectives, SRO)	7/13/2020 12:37 PM
51	A trace team working with Providence Hospital to further help mitigate. If everyone wore masks and we did the tracing, we wouldn't be so shut down.	7/13/2020 12:35 PM
52	Reduce petty theft rates	7/13/2020 12:29 PM
53	Improve lighting system for night pedestrians. Maybe using more bright LED lights	7/13/2020 12:27 PM
54	Not sure.	7/13/2020 12:27 PM
55	Make sure the LO don't hang out on Whitman road open field "waiting" for someone to do something wrong. It's eerie to drive to Home Depot and see two cop cars just chilling in that open field. Stop creeping up on people on 4th and Larch intersection...we see you parked in that person's driveway. Be accessible and friendly. Hang out with kids, do a chili cook off with the fire department...be human.	7/13/2020 12:26 PM
56	(Not sure)	7/13/2020 12:23 PM
57	more street lights	7/13/2020 12:17 PM
58	It's pretty good already	7/13/2020 12:13 PM
59	Invest in the police department	7/13/2020 12:12 PM
60	There are already enough police, but maybe parking lots that have more lights, girls don't usually feel as safe walking back to the university dorms or house omg as much	7/13/2020 11:58 AM
61	More events	7/13/2020 11:52 AM
62	Nothing	7/13/2020 11:41 AM
63	I'm concerned about those who are struggling financially and stuck doing drugs.	7/13/2020 11:30 AM
64	Get the pandemic under control	7/13/2020 11:17 AM
65	do something about homelessness and just sketchy people in general	7/13/2020 11:17 AM
66	More lights	7/13/2020 11:09 AM
67	more street lights on the roads besides college ave	7/13/2020 11:06 AM
68	Gatherings between police and communities. Getting to know the people behind the badge on a 1 to 1 level	7/13/2020 11:01 AM
69	Brighten up darker streets with lights	7/13/2020 11:01 AM
70	I can't think of anything.	7/13/2020 11:00 AM
71	Stop staring when I walk down the street	7/13/2020 10:59 AM
72	Have snow free roads	7/13/2020 10:58 AM
73	Not sure	7/13/2020 10:57 AM
74	Community connections outside of social classes	7/13/2020 10:56 AM
75	I feel like the city is doing well but there are always places that do not feel safe at night.	7/13/2020 10:56 AM
76	Fire racist cops	7/13/2020 10:53 AM
77	Not much	7/13/2020 8:38 AM
78	Keep going in the route we are going.	7/11/2020 2:31 PM
79	More mental health resources	7/11/2020 2:58 AM

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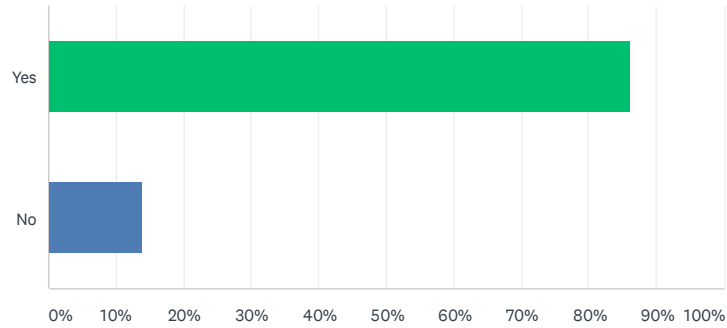
80	Have an officer drive down our street once in a while. In the 6+ years I've owned my home and payed city taxes there has never once been an officer patrol our street. When I had some criminal break into my vehicle, I reported it and when the officer returned my call I was at Walmart, so he met me there. I was told by the officer that the police department doesn't patrol our street because it's a deadend with only a few houses and it isn't important. That wasn't very comforting, especially after just being a crime victim.	7/10/2020 11:18 PM
81	Where I live I feel very safe.	7/10/2020 10:26 PM
82	Keep our police Department funded!	7/10/2020 9:07 PM
83	Invest in our police department. They deserve a more secure building. Especially for what's going on in this country. They probably feel less safe at their department than on the streets.	7/10/2020 8:40 PM
84	Employee more police officers. Mandate 2 patrol officers on shift at all times	7/10/2020 8:36 PM
85	keep a strong police department and invest in it	7/10/2020 8:32 PM
86	More Police Officers on the street. And more full-time Firefighters at the Fire Department.	7/10/2020 8:31 PM
87	Hire more police	7/10/2020 8:22 PM
88	?	7/10/2020 8:18 PM
89	Perhaps do a monthly summary of public events, including arrests, number of speeding tickets issues, etc.	7/10/2020 8:17 PM
90	More lighting, enforce junk ordinance	7/10/2020 8:16 PM
91	Hire more police	7/10/2020 8:01 PM
92	I think street lights might possibly help. Police visibility has always been a deterrent. I do like the posts on Facebook. It increases the awareness of the efforts being made.	7/10/2020 7:31 PM
93	Police who don't spend all their time at Walmart, home depot	7/10/2020 6:42 PM
94	Keep the police department fully funded!!!! Do not take away anything from them!!!	7/10/2020 5:47 PM
95	More community events (if/when possible) to strengthen community ties	7/9/2020 9:02 PM
96	Nothing	7/9/2020 4:31 PM
97	This city does as good of a job as I have seen	7/9/2020 10:56 AM
98	Crack down on gangs, not allow panhandling.	7/9/2020 6:39 AM
99	I don't know.	7/8/2020 11:34 PM
100	keep or add more police	7/8/2020 10:32 AM
101	Continue to be tough on criminals	7/7/2020 10:06 PM
102	I would like to see the police driving around more	7/7/2020 7:46 PM
103	Support your police and fire departments.	7/7/2020 7:22 PM
104	More cops, including beat cops—you know, establish a neighborhood rapport. Offer subsidies to home and business owners willing to install and maintain security cameras of sufficient quality to support law enforcement and investigation? Police should not be allowed to go more than a speed reasonably (or specifically) higher than posted limits through narrow residential streets that have stop signs. There are enough wide streets free of stops to go around. It's just a tragedy waiting to happen...	7/7/2020 6:01 PM
105	Patrol	7/7/2020 5:03 PM
106	More neighborhood patrols. Specifically C Street and 12th/Date areas.	7/7/2020 4:55 PM
107	Could hardly feel safer anywhere else.	7/7/2020 3:26 PM
108	Continue to work on gangs and illegal drug selling activities.	7/7/2020 3:04 PM
109	Advocate for safer gun laws.	7/7/2020 1:45 PM
110	Have just lived through the 4th of July and the tremendous amt of noise, people/property being threatened by fireworks, people coming from the Tri-Cities and Walla Walla to buy was is for them illegal fireworks, seen disingenuous on the part of CP. It does not feel safe around the 4th. People and animals suffer.	7/7/2020 1:39 PM
111	I really appreciate Chief Tomaros and his team. He is approachable, visible, a good communicator, and really attempts to build community in his work. Full support for the blue in College Place! It is the failed prosecution of criminals that is concerning. May be some value of organizing communities to engage in the work of paying attention to what is happening in their areas.	7/7/2020 1:00 PM
112	Require masks.	7/7/2020 12:28 PM
113	Unsure	7/7/2020 12:06 PM
114	City is safe.	7/7/2020 11:56 AM
115	Lean on county prosecutor to be harder on criminals	7/7/2020 11:54 AM
116	I really like the regular patrols I see. It would be nice if officers could bike or walk through neighborhoods. If they could get out of their vehicles and talk to people socially would be nice	7/6/2020 11:27 PM

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	community policing!	
117	encourage and show appreciation for our police officers which will help them to do their jobs better, knowing we support them.	7/6/2020 9:29 PM
118	Patrol neighborhoods more often. Not just Walmart/Home Depot/College Ave area.	7/6/2020 9:11 PM
119	I'm worried about the increase in gang activity in CP., but have no idea of how to make living here less attractive for gangs. Landlord education? Passing a law that makes landlords legally culpable when illegal activity occurs at their rental homes? I also think the police department should keep up their good work in code compliance.	7/6/2020 8:49 PM
120	More street lighting!	7/6/2020 8:39 PM
121	More night patrols. Seeing more gang tags and vandalism recently.	7/6/2020 8:35 PM
122	Continue to root out corruption and make amends to those who were wronged by the Police Department.	7/6/2020 8:24 PM

Q10 Are you able to find housing in the City that meets the needs of you and your family?

Answered: 159 Skipped: 10



ANSWER CHOICES	RESPONSES	
Yes	86.16%	137
No	13.84%	22
TOTAL		159

Q11 What should the City do to support housing needs?

Answered: 110 Skipped: 59

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#	RESPONSES	DATE
1	N/A	7/30/2020 9:54 AM
2	Idk	7/29/2020 6:39 PM
3	Strive to lower property taxes	7/22/2020 7:08 AM
4	some for of aid for young adults and college students looking to get into the housing market	7/21/2020 3:53 PM
5	More apartments	7/21/2020 1:40 PM
6	nothing	7/16/2020 11:12 AM
7	Nothing. Housing is already affordable and we need to be cautious against urban sprawl. Encourage gentrification of older properties and perhaps build more duplexes or apartments on empty lots within city limits. Tear down older run down properties and use those.	7/15/2020 7:37 PM
8	Be more diverse, open-minded and more accommodating.	7/15/2020 6:58 PM
9	I like the way the city embraced home owners adding an apartment to their homes or garages for college kids. Homey atmosphere and yet private for the kids too. I'd like to see this continue	7/15/2020 4:48 PM
10	Unsure	7/15/2020 1:56 PM
11	Build more housing	7/15/2020 11:32 AM
12	Not sure	7/15/2020 11:08 AM
13	Nothing	7/15/2020 6:49 AM
14	Rent-control	7/14/2020 9:18 PM
15	Have more low cost housing available	7/14/2020 1:08 PM
16	Promote affordable housing development for those struggling to find it.	7/14/2020 12:24 PM
17	Go back to growing onions	7/14/2020 12:07 PM
18	While I'm able to find housing that meets my needs, and which I can afford it is still fairly expensive. I don't know how families with smaller incomes manage.	7/14/2020 11:15 AM
19	I think you're good	7/14/2020 10:36 AM
20	Create affordable housing units	7/14/2020 10:04 AM
21	Not sure how but we need more affordable housing. The housing prices are ridiculous.	7/14/2020 8:46 AM
22	Annex as much county land as the GMA allows. Zone as much for housing as pissible. We're squeezed by the border on one side, WW on another, and the county on the others.	7/13/2020 11:18 PM
23	Encouraging the building of townhouses instead of suburban housing will encourage middle-class citizens to drive less, shop at businesses within walking distances from their homes, and fit more people in a smaller area to help keep that rural town feel. More apartments would help serve the lower-income households of the community:	7/13/2020 11:06 PM
24	Develop accessible housing	7/13/2020 9:45 PM
25	I'm ignorant of the needs of those seeking housing.	7/13/2020 9:22 PM
26	NA	7/13/2020 8:51 PM
27	Seems to be working fine as it is.	7/13/2020 7:09 PM
28	.	7/13/2020 7:05 PM
29	Affordable housing	7/13/2020 6:01 PM
30	We need more housing to meet the continued growth	7/13/2020 5:30 PM
31	not sure	7/13/2020 5:19 PM
32	Continue building new housing when appropriate	7/13/2020 4:58 PM
33	keep development fees reasonable & keep a quick turnaround for review/approval process - make sure there is a good stock of land for multifamily development (similar to what has been done thus far).	7/13/2020 3:51 PM
34	Make more available for Young adults that don't have the greatest income or those that are barely graduating from college and want to stay and find a job.	7/13/2020 3:47 PM
35	Affordable	7/13/2020 2:57 PM
36	Infrastructure hook up credits	7/13/2020 2:26 PM
37	talk to WWU to stop making moving off campus mandatory	7/13/2020 2:14 PM
38	??	7/13/2020 2:08 PM
39	I think the city is doing well to support housing needs.	7/13/2020 2:05 PM
40	Provide clean water	7/13/2020 1:46 PM
41	Ensure that affordable housing is prioritized over economic growth of the ruling class.	7/13/2020 1:41 PM

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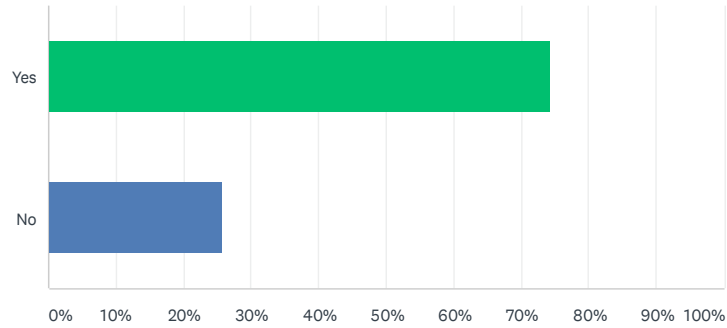
42	I think that having more available and affordable housing is a goal the city should pursue.	7/13/2020 1:29 PM
43	Better built and more affordable housing developments	7/13/2020 1:18 PM
44	None	7/13/2020 12:37 PM
45	An investment into a tiny house village would probably be of great benefit. It gives college students a cheaper option that frees up valuable apartment space for local workers. Plus it would be a source of revenue for the city. You could partner with the schools on it.	7/13/2020 12:35 PM
46	I'm not sure	7/13/2020 12:29 PM
47	Try to keep property taxes low.	7/13/2020 12:27 PM
48	Keep up the good work. Stay away from Hayden homes.	7/13/2020 12:26 PM
49	(Not sure)	7/13/2020 12:23 PM
50	not sure	7/13/2020 12:17 PM
51	Idk	7/13/2020 12:13 PM
52	Annex in more property and lower prices	7/13/2020 12:12 PM
53	The housing seems to be fine	7/13/2020 11:58 AM
54	N/A	7/13/2020 11:52 AM
55	Nothing	7/13/2020 11:41 AM
56	Make sure this is affordable housing. Most apartments are overpriced for the area.	7/13/2020 11:30 AM
57	Build affordable housing	7/13/2020 11:17 AM
58	make it affordable. PERIOD	7/13/2020 11:17 AM
59	more small to medium businesses	7/13/2020 11:06 AM
60	N/A	7/13/2020 11:01 AM
61	Allow for more affordable housing, especially for college students throughout the school year.	7/13/2020 11:01 AM
62	Encourage more affordable housing in the form of apartments. It's hard for students that want to live alone it find off campus housing that is affordable.	7/13/2020 11:00 AM
63	No comment	7/13/2020 10:59 AM
64	More housing and more affordable housing	7/13/2020 10:58 AM
65	Have lower housing costs for those in need	7/13/2020 10:57 AM
66	NA	7/13/2020 10:56 AM
67	N/A	7/13/2020 10:53 AM
68	N/A	7/13/2020 8:38 AM
69	Clean up the middle of the city and get some more housing going.	7/11/2020 2:31 PM
70	Build more affordable housing, even modular-mobile homes for families not just seniors. My mobile home is one of the newer homes in CP and it was set up in 1995. That's 25 years since any really affordable homes have been built.	7/11/2020 2:58 AM
71	Nothing. Housing is fine in College Place. It is more affordable than Walla Walla. I think there should be less duplexes. It actually brings down house values	7/10/2020 11:18 PM
72	Don't build apartments. We have enough!	7/10/2020 10:26 PM
73	More house developments	7/10/2020 9:07 PM
74	Continue to annex in county for commercial and residential areas.	7/10/2020 8:40 PM
75	annexing more property into the city of College Place, creating opportunity for new construction	7/10/2020 8:36 PM
76	Encourage new housing . Bring in new business to draw people	7/10/2020 8:32 PM
77	N/a	7/10/2020 8:31 PM
78	the cost of housing in our area is to expensive for most families to afford a decent home.	7/10/2020 8:18 PM
79	Don't build apartment buildings.	7/10/2020 8:17 PM
80	Get someone better than hayden homes, take a look at Greenstone Homes	7/10/2020 8:16 PM
81	Yes and no. Our living situation is adaquit but not ideal. I wish there was more homes for sale in the lower price range that have an actual yard or don't require 10s of thousands just to make clean, safe and livable. The prices here always feel just out of reach or the houses are dilapidated, are quickly snapped up and flipped. I don't know how one addresses the issue. I wish I could offer ideas.	7/10/2020 7:31 PM
82	Rent control	7/10/2020 6:42 PM
83	Lower taxes!	7/10/2020 5:41 PM
84	Compiling housing options in one location (where can I look for more/different housing)	7/10/2020 10:09 AM

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85	Shut down Welcome Home Properties and keep rents affordable	7/9/2020 9:02 PM
86	Flexible zoning	7/9/2020 4:31 PM
87	Increased range of homes at varying costs.	7/9/2020 10:56 AM
88	I didn't know that was a problem in college place.	7/9/2020 6:39 AM
89	I don't know.	7/8/2020 11:34 PM
90	More apartments and entry level housing	7/8/2020 10:32 AM
91	Find more ways to promote housing developments and keep the costs down	7/7/2020 10:06 PM
92	Encourage new multi family housing; do something about all the unkept, falling apart, and neglected housing around here. Maybe if people would buy them who want to turn them into something nice, the owners would be willing to sell	7/7/2020 7:46 PM
93	Again, government involvement is about the worst solution possible, and I do not support it. The market will always dictate housing. If you really want to help, maybe a program to teach people the importance of saving money, staying out of debt, and understand dull things like APR.	7/7/2020 7:22 PM
94	Get going on the apartment complex next to Home Depot. There are a lot of slumlords in CP (landlords who take advantage of poor tenants without doing anything to maintain their properties). So, bring in better quality competition for low income rentals. If they have options, tenants will enforce rental codes and norms by taking their money to better property owners.	7/7/2020 6:01 PM
95	Develop high end condos	7/7/2020 5:03 PM
96	Figure out ways to quicken the permitting process.	7/7/2020 4:55 PM
97	You got me on that one.	7/7/2020 3:26 PM
98	Entice developers to produce apartment complexes and other multifamily units.	7/7/2020 3:04 PM
99	Invest in multi-use buildings (apartments/condos with business or work space on ground floor). Suburban sprawl is not the answer.	7/7/2020 1:45 PM
100	Nothing	7/7/2020 1:39 PM
101	Allow Hayden to build more homes.	7/7/2020 12:28 PM
102	unsure	7/7/2020 12:06 PM
103	Any improvement here probably starts in the City Planning Department.	7/7/2020 11:56 AM
104	Promote building of apartments from out of town developers like Walla Walla is doing. Don't let a developer drag their butt in delaying a project, do all you can to see it gets done on time.	7/7/2020 11:54 AM
105	Allow zoning to continue as mixed	7/6/2020 11:27 PM
106	make permitting and inspections user friendly	7/6/2020 9:29 PM
107	Upzone. More density. Provide incentives. Private-public partnerships, EB5.	7/6/2020 9:11 PM
108	Attract builders that create affordable developments and subsidized apartments.	7/6/2020 8:49 PM
109	Unsure	7/6/2020 8:39 PM
110	Allow building. of any type because supply and demand will give you "affordable housing" WW county over the last 20 years is now over 2,000-4,000 housing units behind. That shortage makes housing more expensive	7/6/2020 8:24 PM

Q12 Are livable wage jobs (enough income to comfortably afford what you need) accessible to you?

Answered: 159 Skipped: 10



ANSWER CHOICES	RESPONSES	
Yes	74.21%	118
No	25.79%	41
TOTAL		159

Q13 What should the City do to create more access to livable wage jobs?

Answered: 97 Skipped: 72

City of College Place - 2020 City Services / Budget Survey

#	RESPONSES	DATE
1	not retail	7/29/2020 6:39 PM
2	Try to create a business-friendly environment.	7/22/2020 7:08 AM
3	Open more stores.	7/21/2020 1:40 PM
4	Boost the economy by encouraging the state to end the lockdown.	7/15/2020 7:37 PM
5	Not sure	7/15/2020 6:58 PM
6	We need to make the jobs that are available known to residents. And encourage cottage industry.	7/15/2020 4:48 PM
7	Unsure	7/15/2020 1:56 PM
8	Bring in more business in our community. Need more opportunities	7/15/2020 11:32 AM
9	Stay focused on a diversified job market as much as possible	7/15/2020 8:11 AM
10	Nothing	7/15/2020 6:49 AM
11	Community wide job fair Free English as a Second Language Classes Free support and job center Free training to learn new skills	7/14/2020 9:18 PM
12	Defund the police and put the funding towards other underfunded community needs/ jobs	7/14/2020 1:08 PM
13	Promote general economic development / opportunities	7/14/2020 12:24 PM
14	Attract greater diversity in the types of businesses that are here.	7/14/2020 11:15 AM
15	encourage more local businesses	7/14/2020 10:36 AM
16	Encourage business growth and when a business does open frequently encourage people to go to them, no matter what kind of business it is.	7/14/2020 8:46 AM
17	Not much the city can do other than grease the wheels for perhaps new retail or service businesses.	7/13/2020 11:18 PM
18	Encourage more small businesses to come to College Place.	7/13/2020 11:06 PM
19	NA	7/13/2020 9:45 PM
20	Create an incentive for green business' to base here.	7/13/2020 9:22 PM
21	I'll be honest I haven't looked for any.	7/13/2020 8:51 PM
22	Seems OK now. There are usually job opportunities in the Valley. Doesn't have to be directly in CP.	7/13/2020 7:09 PM
23	.	7/13/2020 7:05 PM
24	Encourage commercial growth that has needs for workers above minimum wages	7/13/2020 5:30 PM
25	not sure	7/13/2020 5:19 PM
26	You shouldn't increase the hourly wage but encourage prices to be dropped.	7/13/2020 4:40 PM
27	support small businesses and promote business incubator idea for start-ups in tech sector or manufacturing. more space for manufacturing businesses would be a huge plus and those are good living wage jobs	7/13/2020 3:51 PM
28	Open up more areas for work, cleaning, park managing, you name it, there's a lot of opportunities to open up more jobs, look to small businesses and areas that could use people to be hired.	7/13/2020 3:47 PM
29	Economic development	7/13/2020 2:26 PM
30	I think there is good accessibility to livable wage jobs.	7/13/2020 2:05 PM
31	N/A	7/13/2020 1:46 PM
32	I don't know. College Place is not exempt from the statewide and, indeed, nation-wide unemployment crisis.	7/13/2020 1:41 PM
33	Continue to encourage local/small businesses to grow, or a few more food/entertainment industries to come to the community.	7/13/2020 1:29 PM
34	Encourage business growth	7/13/2020 1:18 PM
35	None	7/13/2020 12:37 PM
36	Improved infrastructure.	7/13/2020 12:35 PM
37	I'm not sure	7/13/2020 12:29 PM
38	Foster a business-friendly environment.	7/13/2020 12:27 PM
39	We manage even though we lost a business.	7/13/2020 12:26 PM
40	(Not sure)	7/13/2020 12:23 PM
41	look to bring in more companies	7/13/2020 12:17 PM
42	More businesses coming to our town	7/13/2020 12:12 PM

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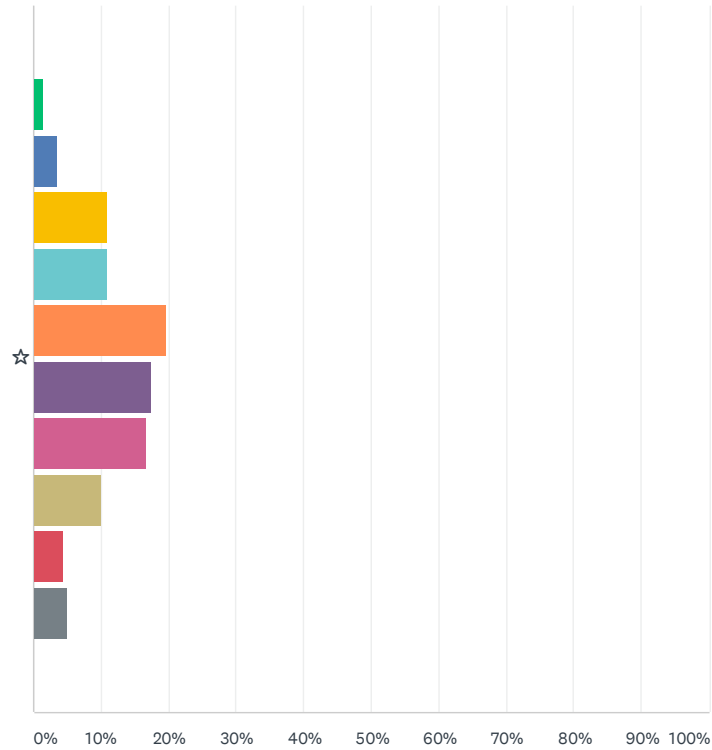
43	Be more open with hiring, and pay the workers their worth	7/13/2020 11:58 AM
44	Green New Deal, cultivate a green economy and create environmentally friendly infrastructure.	7/13/2020 11:52 AM
45	Nothing	7/13/2020 11:41 AM
46	Have jobs more easy to apply to and get as college students	7/13/2020 11:30 AM
47	Work to recruit more manufacturing firms to the city.	7/13/2020 11:30 AM
48	Have an official directory where you can find jobs	7/13/2020 11:17 AM
49	not sure	7/13/2020 11:17 AM
50	again more businesses would be nice	7/13/2020 11:06 AM
51	N/a	7/13/2020 11:01 AM
52	Bring in more fast food or jobs that are part time work for students	7/13/2020 11:00 AM
53	No comment	7/13/2020 10:59 AM
54	Not sure	7/13/2020 10:57 AM
55	Better platform to find job opportunities in one place	7/13/2020 10:56 AM
56	NA	7/13/2020 10:56 AM
57	More affordable businesses	7/13/2020 10:53 AM
58	More businesses	7/13/2020 8:38 AM
59	Get some restaurants and grocery shopping choices.	7/11/2020 2:31 PM
60	Encourage businesses (tax incentives) to open up enterprises that offer a living wage be it hospitality, or factory sectors.	7/11/2020 2:58 AM
61	Attract more businesses with an emphasis on manufacturing type of businesses that will employee larger number of people. We need employers beyond retail.	7/10/2020 11:18 PM
62	More business opportunities leads to more jobs and more competition	7/10/2020 9:07 PM
63	Bring more businesses to the area. Reduce the price of commercial property so that it is even more desirable than walla walla.	7/10/2020 8:40 PM
64	Again, create opportunities for new businesses small/med/large to come to college place	7/10/2020 8:36 PM
65	new business	7/10/2020 8:32 PM
66	More tax base. (more restaurants/stores)	7/10/2020 8:31 PM
67	?	7/10/2020 8:18 PM
68	Wrk with the local employers, including the Adventist institutions.	7/10/2020 8:17 PM
69	Livable, yes. Do they offer one the ability to improve ones situation? Hmmmm.. I would look at trying sort out what type of employers are showing sustainable success while taking care of their employees. I would want a mix of them on the small to medium size. You don't want your towns success to be so fully dependant on a single employer that if something happens your citizens must leave or struggle. I would think success as a community of employers would be better. For example the current wine situation. How long will that last?? Who knows? Remember it was once canneries, once apples, once livestock. Try to position yourself to be able to pivot when the time comes. It's not just resilience it's also long term realistic planning that will make long term success.	7/10/2020 7:31 PM
70	Bring business that pay a living wage. \$15 hour minimum wage	7/10/2020 6:42 PM
71	Increase minimum wage ? -unsure if this is the best answer but it's the only thing I can think of	7/10/2020 10:09 AM
72	I don't know	7/9/2020 9:02 PM
73	Invite more businesses with tax breaks	7/9/2020 4:31 PM
74	We already have Work Source in Walla Walla, I don't think we need one here.	7/9/2020 6:39 AM
75	I don't know.	7/8/2020 11:34 PM
76	Make it easier for more business build and come into town.	7/8/2020 10:32 AM
77	Bring new businesses to town	7/7/2020 10:06 PM
78	Attract businesses that will pay a living wage. And I hate to say it this way, but not SVA owned businesses because they tend to be very cheap with their employees	7/7/2020 7:46 PM
79	Again, government can't do this effectively. What are you going to do, give tax breaks to the businesses to encourage them to establish themselves here? Enforce the law of the land consistently, and they will come.	7/7/2020 7:22 PM
80	Compete for businesses, organizations, and new residents. Growth is always the fastest path to better wage opportunities. Especially businesses that produce stuff.	7/7/2020 6:01 PM
81	Creative and foster enterprises zones	7/7/2020 5:03 PM
82	Get additional industries in the Valley besides the Wine industry.	7/7/2020 4:55 PM

City of College Place - 2020 City Services / Budget Survey

83	The city is doing well with space available. Hard to put much industry among so much much peaceful residential. Very good progress has been made along the hiway, and near Schwabs.	7/7/2020 3:26 PM
84	Attract clean industry	7/7/2020 3:04 PM
85	Provide grants to locally owned business.	7/7/2020 1:45 PM
86	Nothing. We already pay the nations highest minimum wage in Washington State. And, our main businesses are the University, Andys, Home Depot, and WalMart. They pay competitive wages for the position they have.	7/7/2020 1:39 PM
87	Business-friendly policies that attract businesses.	7/7/2020 1:00 PM
88	Create more jobs allow more businesses to come to town	7/7/2020 12:28 PM
89	Bring more small business opportunities	7/7/2020 12:06 PM
90	Focus on marketing, and possible incentive to attract new business.	7/7/2020 11:56 AM
91	Allow more businesses to come into community -- stop letting Walla Walla bully you -- if someone wants to come into College Place, that's Walla Walla's loss.	7/7/2020 11:54 AM
92	Encourage businesses to locate here with incentives, whatever that may be.	7/6/2020 11:27 PM
93	encourage businesses to locate here	7/6/2020 9:29 PM
94	Need more industrial buildings and zoned land.	7/6/2020 9:11 PM
95	Attract more business development, especially in the hospitality industry that serves tourists.	7/6/2020 8:49 PM
96	Unsure	7/6/2020 8:39 PM
97	Nothing. Allow more housing.	7/6/2020 8:24 PM

Q14 On a scale of one to ten, how do you rate your overall sense of connection to the College Place community?

Answered: 138 Skipped: 31

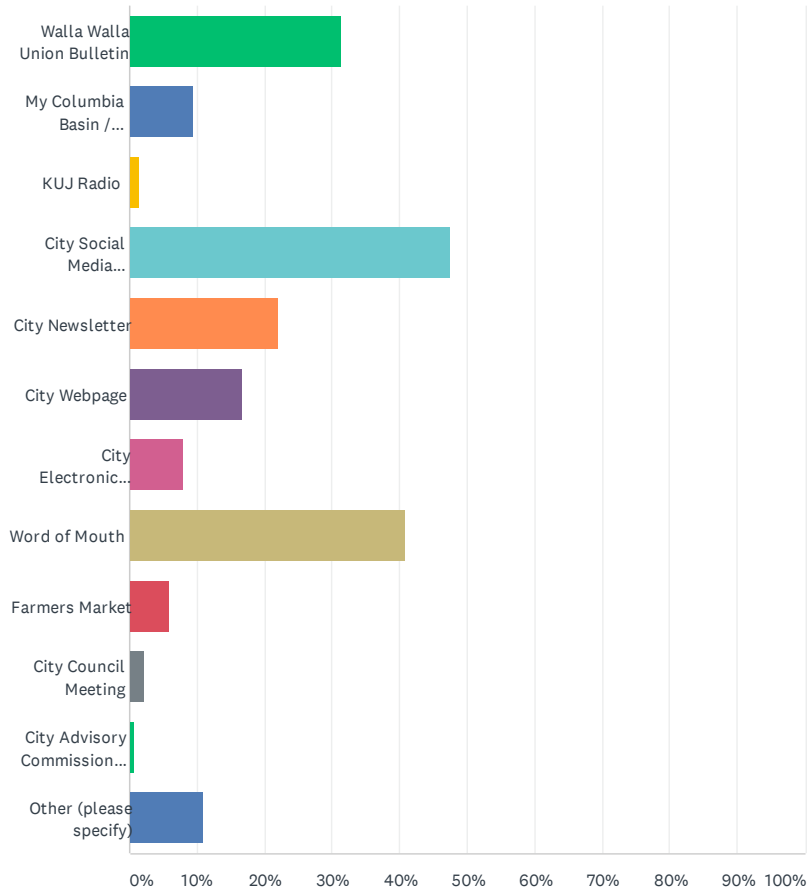


■ Not Connected At All
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ Very Connected

	NOT CONNECTED AT ALL	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	VERY CONNECTED	TOTAL	WEIGHT AVERAGE
☆	1.45%	3.62%	10.87%	10.87%	19.57%	17.39%	16.67%	10.14%	4.35%	5.07%	138	5
	2	5	15	15	27	24	23	14	6	7		

Q15 What is your primary source of information for finding out what is going on with College Place City government?

Answered: 137 Skipped: 32



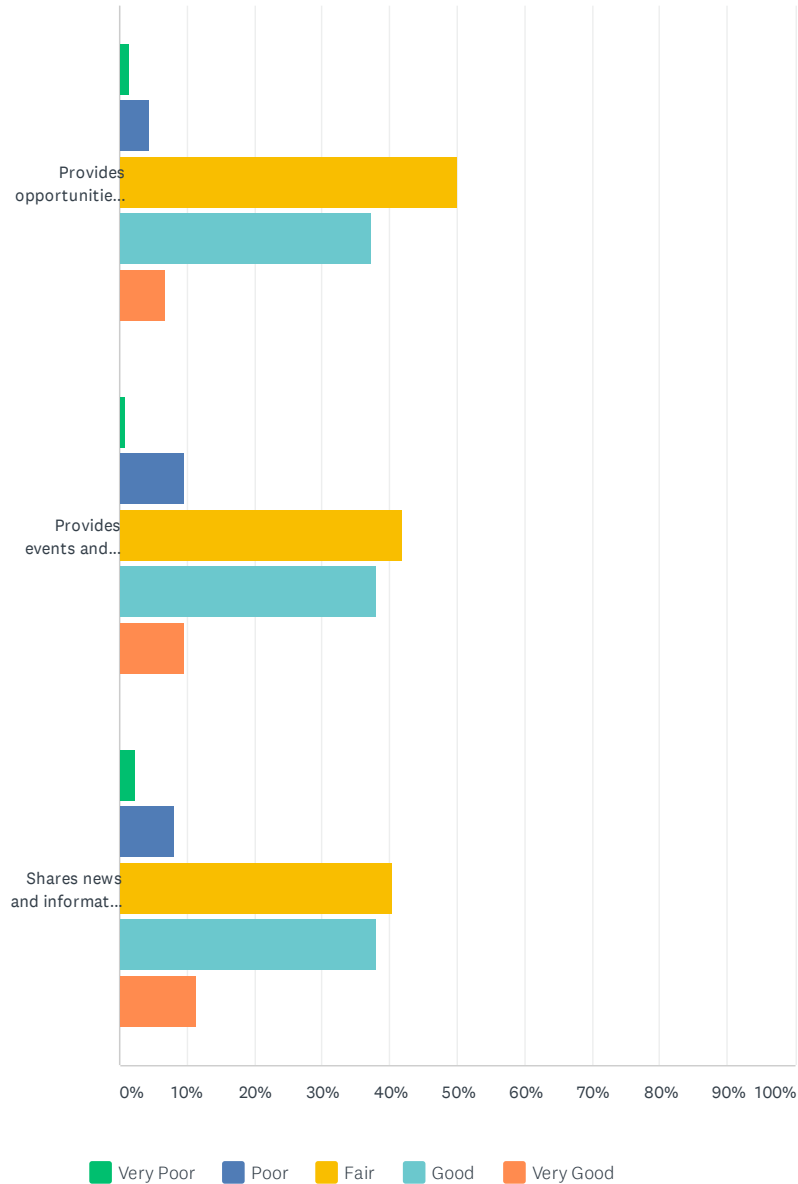
ANSWER CHOICES	RESPONSES	
Walla Walla Union Bulletin	31.39%	43
My Columbia Basin / Grapevine Podcast	9.49%	13
KUJ Radio	1.46%	2
City Social Media (Facebook, Nextdoor, Instagram, Twitter, Youtube)	47.45%	65
City Newsletter	21.90%	30
City Webpage	16.79%	23
City Electronic Readerboard Outside of City Hall	8.03%	11
Word of Mouth	40.88%	56
Farmers Market	5.84%	8
City Council Meeting	2.19%	3
City Advisory Commission Meeting	0.73%	1
Other (please specify)	10.95%	15
Total Respondents: 137		

City of College Place - 2020 City Services / Budget Survey

#	OTHER (PLEASE SPECIFY)	DATE
1	I have an app on my phone for College Place	7/15/2020 4:54 PM
2	None	7/13/2020 8:53 PM
3	The email received from the Mayor	7/13/2020 7:12 PM
4	Instagram	7/13/2020 3:07 PM
5	WWU	7/13/2020 1:28 PM
6	Nextdoor app	7/13/2020 12:38 PM
7	I work at the Fire Dept. I get updates every now and again	7/13/2020 12:35 PM
8	School-related emails	7/13/2020 11:03 AM
9	Walla Walla University	7/13/2020 10:59 AM
10	Facebook non city affiliated, Next Door	7/11/2020 3:03 AM
11	Facebook	7/10/2020 8:18 PM
12	My husband	7/9/2020 6:41 AM
13	Facebook	7/8/2020 11:37 PM
14	Facebook	7/7/2020 7:25 PM
15	I've lived here for over 30 years and am glad the city is improving its fire and police. the corruption of the police was mind boggling. I hear about things in the paper at times and haven't opened the city news letter in years.	7/6/2020 8:29 PM

Q16 Please rate how you feel the City does with outreach and engagement in the following areas:

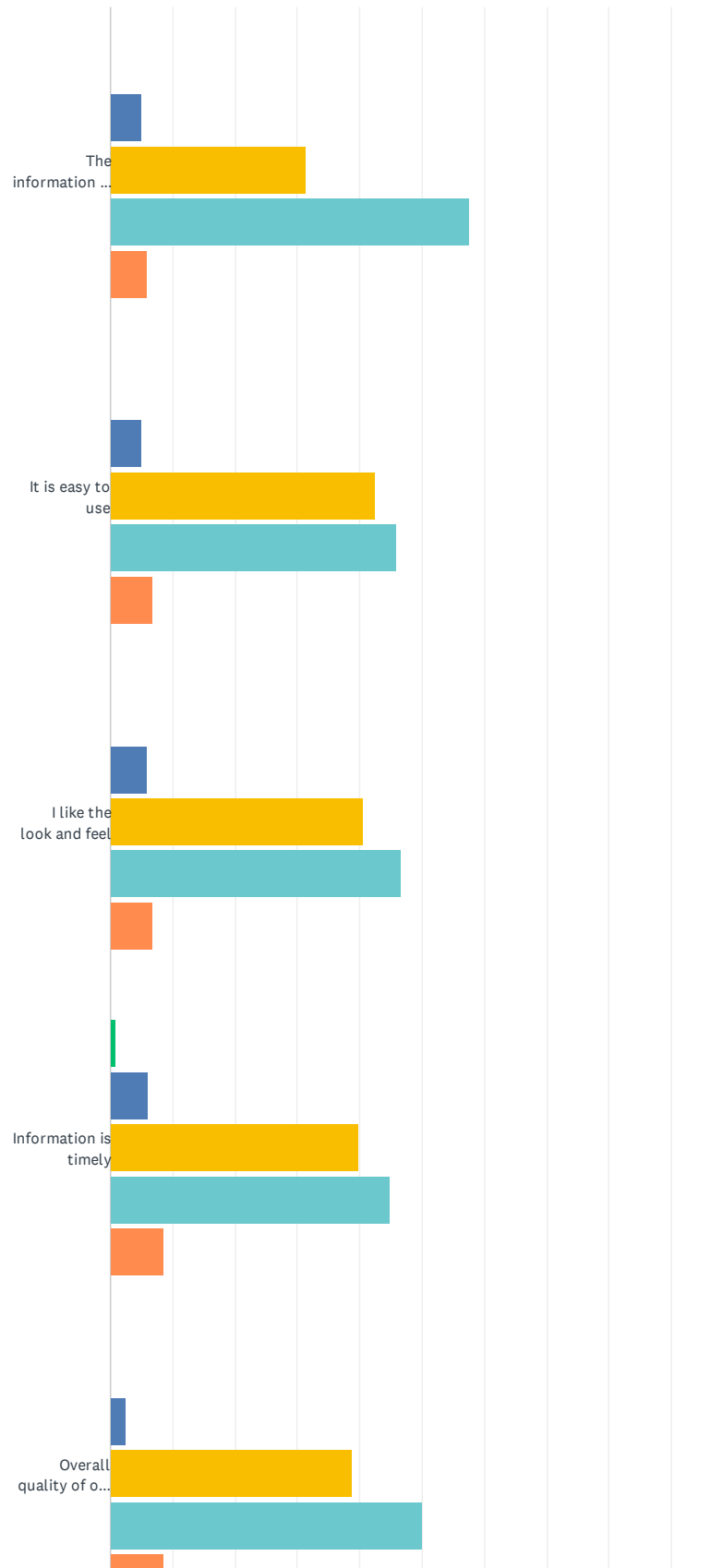
Answered: 134 Skipped: 35



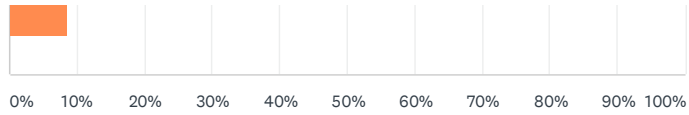
	VERY POOR	POOR	FAIR	GOOD	VERY GOOD	TOTAL	WEIGHTED AVERAGE
Provides opportunities for residents to participate in community matters	1.49% 2	4.48% 6	50.00% 67	37.31% 50	6.72% 9	134	3.43
Provides events and programs that engage residents	0.75% 1	9.70% 13	41.79% 56	38.06% 51	9.70% 13	134	3.46
Shares news and information with the community	2.24% 3	8.21% 11	40.30% 54	38.06% 51	11.19% 15	134	3.48

Q17 Please rate each of the following characteristics of the City's website (www.cpwa.us)

Answered: 118 Skipped: 51



City of College Place - 2020 City Services / Budget Survey

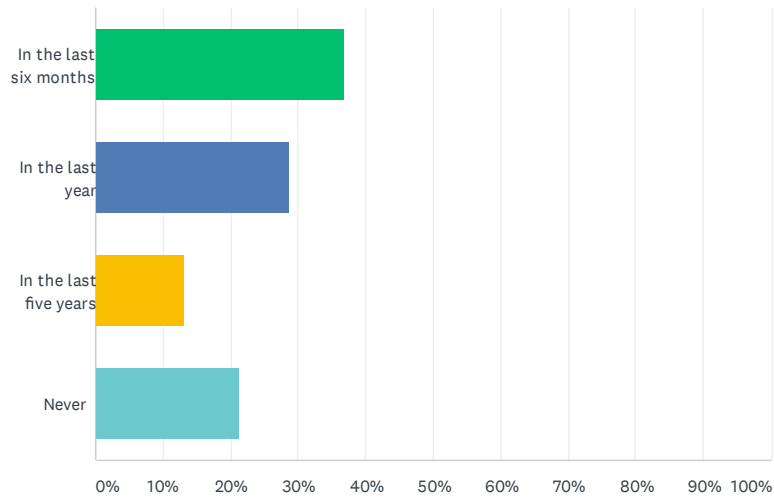


■ Very Poor
 ■ Poor
 ■ Fair
 ■ Good
 ■ Very Good

	VERY POOR	POOR	FAIR	GOOD	VERY GOOD	TOTAL	WEIGHTED AVERAGE
The information is useful	0.00% 0	5.08% 6	31.36% 37	57.63% 68	5.93% 7	118	3.64
It is easy to use	0.00% 0	5.08% 6	42.37% 50	45.76% 54	6.78% 8	118	3.54
I like the look and feel	0.00% 0	5.93% 7	40.68% 48	46.61% 55	6.78% 8	118	3.54
Information is timely	0.86% 1	6.03% 7	39.66% 46	44.83% 52	8.62% 10	116	3.54
Overall quality of our website	0.00% 0	2.59% 3	38.79% 45	50.00% 58	8.62% 10	116	3.65

Q18 Have you attended City-run or sponsored events such as Farmers Market, Freedom Festival, Winterfest, etc?

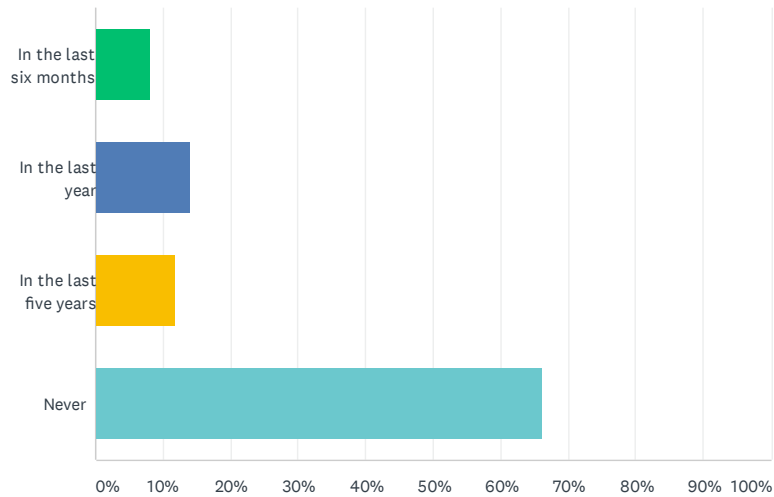
Answered: 136 Skipped: 33



ANSWER CHOICES		RESPONSES	
In the last six months		36.76%	50
In the last year		28.68%	39
In the last five years		13.24%	18
Never		21.32%	29
TOTAL			136

Q19 Have you attended a City Council or Advisory Commission/Board Meeting?

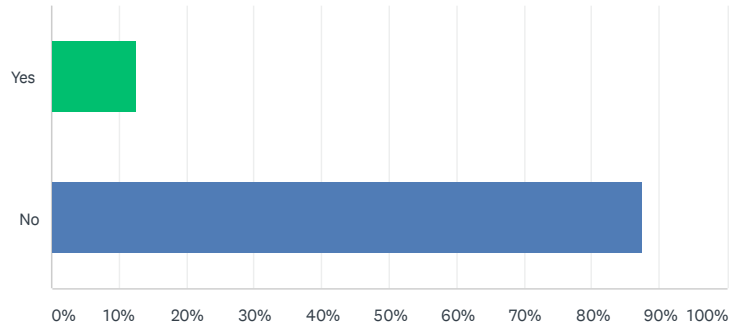
Answered: 136 Skipped: 33



ANSWER CHOICES		RESPONSES	
In the last six months		8.09%	11
In the last year		13.97%	19
In the last five years		11.76%	16
Never		66.18%	90
TOTAL			136

Q20 Would you attend a City Council/Advisory Commission Meeting if a Language Interpretation was made available?

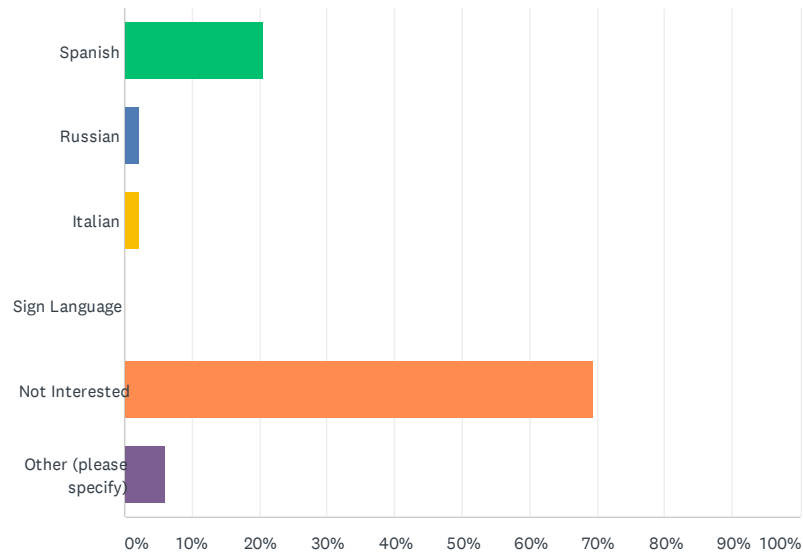
Answered: 127 Skipped: 42



ANSWER CHOICES	RESPONSES	
Yes	12.60%	16
No	87.40%	111
TOTAL		127

Q21 If Yes, what Language would you want interpreted?

Answered: 98 Skipped: 71



ANSWER CHOICES	RESPONSES	
Spanish	20.41%	20
Russian	2.04%	2
Italian	2.04%	2
Sign Language	0.00%	0
Not Interested	69.39%	68
Other (please specify)	6.12%	6
TOTAL		98

#	OTHER (PLEASE SPECIFY)	DATE
1	not needed	7/29/2020 6:43 PM
2	I don't need another language, but I know many of my neighbors would be encouraged if Spanish was available	7/7/2020 7:48 PM
3	english-ok	7/7/2020 3:29 PM
4	Question #20 probably needs a 'not applicable' answer selection, or a working change.	7/7/2020 11:58 AM
5	I speak English, not needed	7/6/2020 11:31 PM
6	none	7/6/2020 9:31 PM

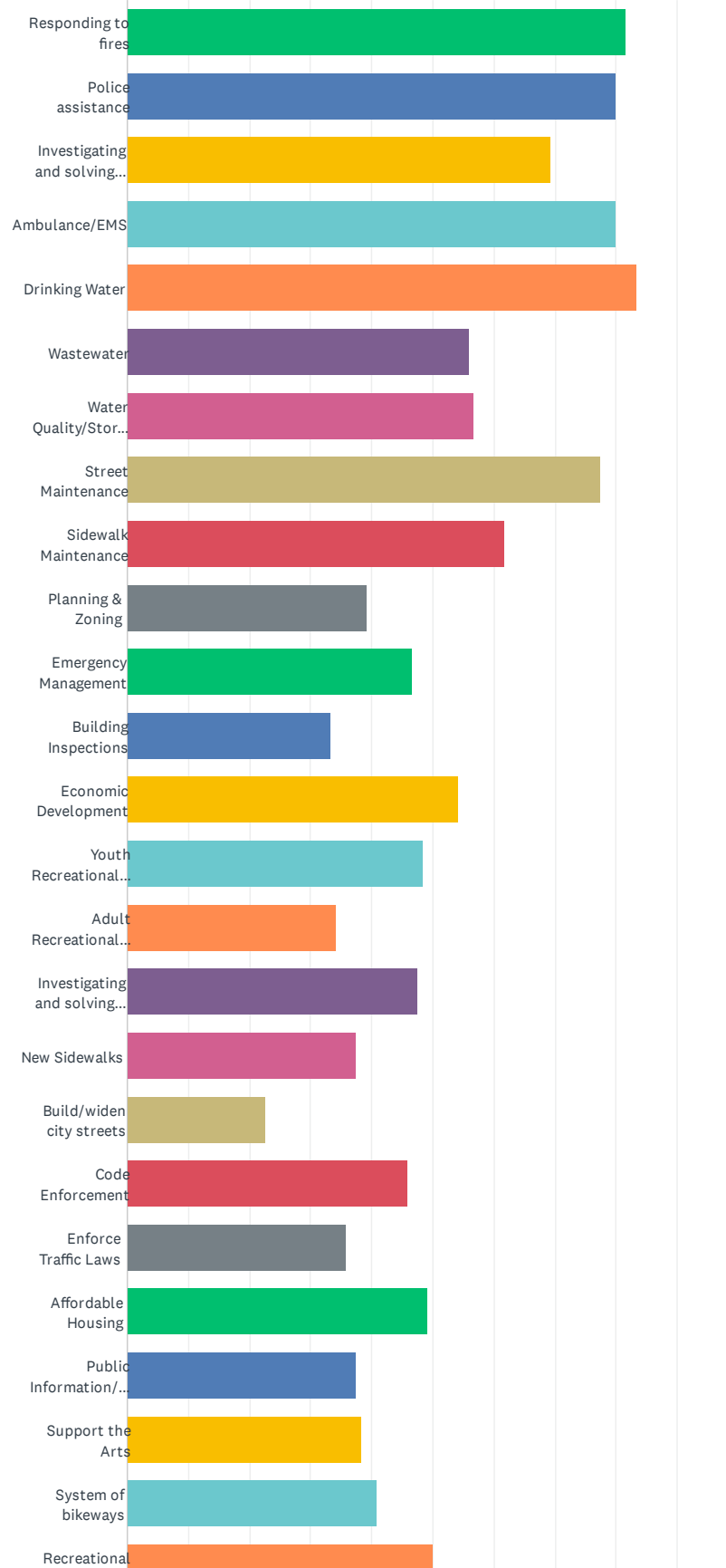
Q22 The City has many boards and commissions that help give direction and effect changes throughout the City. If you are interested in serving on a board or commission, please add your name, address, phone number or email address, and area of interest to the text box.

Answered: 19 Skipped: 150

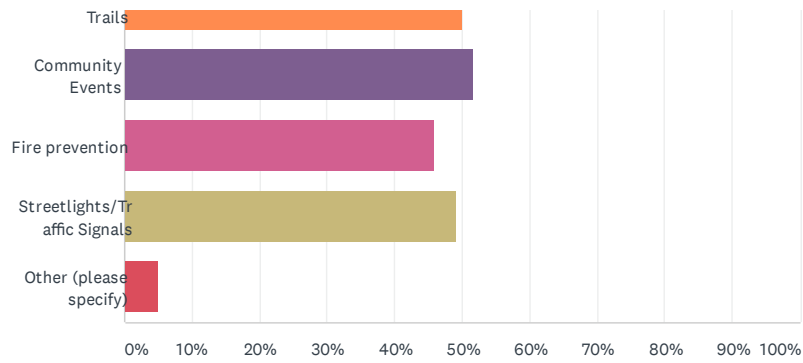
#	RESPONSES	DATE
1	na	7/29/2020 6:43 PM
2	Hans Klein 301 SW 10th St. College Place, WA 99324 klein.hr@gmail.com If there is a board or commission for such I'd be interested in providing input and direction on Music and the Arts in our city. I am a career musician who has served on 2 regional symphony boards in the Puget Sound area.	7/22/2020 7:12 AM
3	Donna Martin 921 SE Date Ave College Place Wa 99324 5096290233	7/15/2020 4:54 PM
4	No thanks	7/15/2020 1:57 PM
5	NA	7/13/2020 8:53 PM
6	.	7/13/2020 7:11 PM
7	NA	7/13/2020 5:00 PM
8	Linda Bradbrook P.O. Box 630 College Place, WA 99324 509-876-7561 L.dar733@gmail.com History, Education/Library,	7/13/2020 2:27 PM
9	Agnes Wooters awooters@wwps.org 206-304-0736 339 SE Davin Drive	7/13/2020 12:28 PM
10	Brandon Graham 804 Grandview Ave 253-878-8379 Economics and development	7/13/2020 11:09 AM
11	N/A	7/13/2020 8:40 AM
12	N/A	7/10/2020 8:35 PM
13	Erik Borges 215 SE California Ave College place 5597078208 eandkborges@yahoo.com	7/9/2020 4:33 PM
14	N/A	7/9/2020 6:41 AM
15	Steve Dixon 608 W Whitman Dr College Place, WA 99324 member99362@gmail.com 509-540-1339	7/7/2020 7:25 PM
16	I am getting a little old and out of steam for that.	7/7/2020 3:29 PM
17	Nina Woodburn 951 SE Sentry Dr College Place, WA 99324 ninawoodburn@gmail.com (509)520-6459	7/6/2020 11:31 PM
18	don't go out at night, which limits participation	7/6/2020 9:31 PM
19	We still live here part-time. When we retire fully, it will be in CP. Until we do that, I cannot commit to the time requirement needed.	7/6/2020 8:52 PM

Q23 Please choose all city services that are important to you?

Answered: 120 Skipped: 49



City of College Place - 2020 City Services / Budget Survey



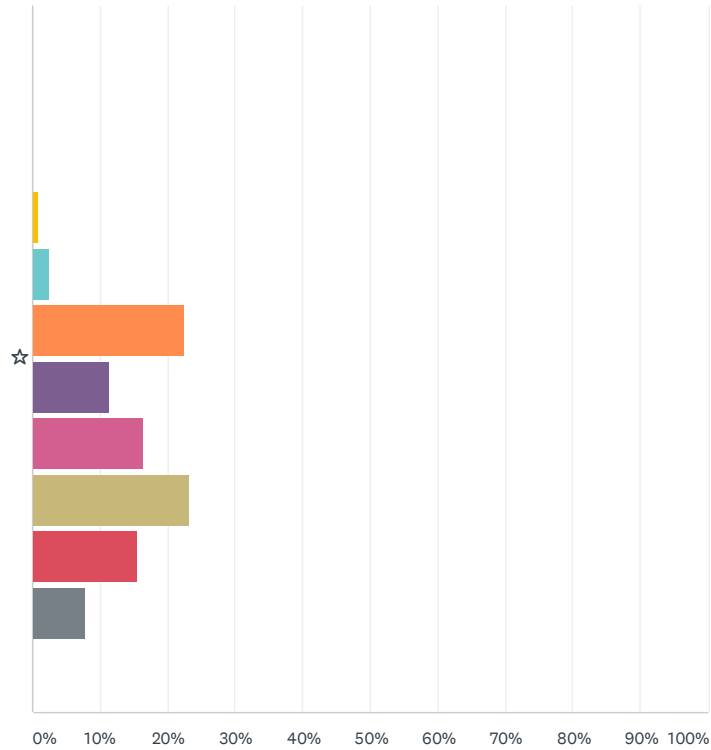
ANSWER CHOICES	RESPONSES	
Responding to fires	81.67%	98
Police assistance	80.00%	96
Investigating and solving felony crimes	69.17%	83
Ambulance/EMS	80.00%	96
Drinking Water	83.33%	100
Wastewater	55.83%	67
Water Quality/Stormwater	56.67%	68
Street Maintenance	77.50%	93
Sidewalk Maintenance	61.67%	74
Planning & Zoning	39.17%	47
Emergency Management	46.67%	56
Building Inspections	33.33%	40
Economic Development	54.17%	65
Youth Recreational Programming	48.33%	58
Adult Recreational Programming	34.17%	41
Investigating and solving misdemeanor crimes	47.50%	57
New Sidewalks	37.50%	45
Build/widen city streets	22.50%	27
Code Enforcement	45.83%	55
Enforce Traffic Laws	35.83%	43
Affordable Housing	49.17%	59
Public Information/Outreach	37.50%	45
Support the Arts	38.33%	46
System of bikeways	40.83%	49
Recreational Trails	50.00%	60
Community Events	51.67%	62
Fire prevention	45.83%	55
Streetlights/Traffic Signals	49.17%	59
Other (please specify)	5.00%	6
Total Respondents: 120		

City of College Place - 2020 City Services / Budget Survey

#	OTHER (PLEASE SPECIFY)	DATE
1	I'd like a recycling service	7/15/2020 6:53 AM
2	Mental Health Recycling/green waste/ waste management	7/14/2020 11:20 AM
3	Citywide recycling	7/13/2020 11:06 AM
4	Infrastructure	7/7/2020 6:09 PM
5	I wish a better job was done of enforcing codes. There are some terrible properties on the avenue and in other places that negatively impact the city.	7/7/2020 1:03 PM
6	Covid-19 is putting a damper on group activities indoors. This may go on for a long time.	7/6/2020 8:56 PM

Q24 Please rate the City's overall municipal government performance in the last year?

Answered: 116 Skipped: 53

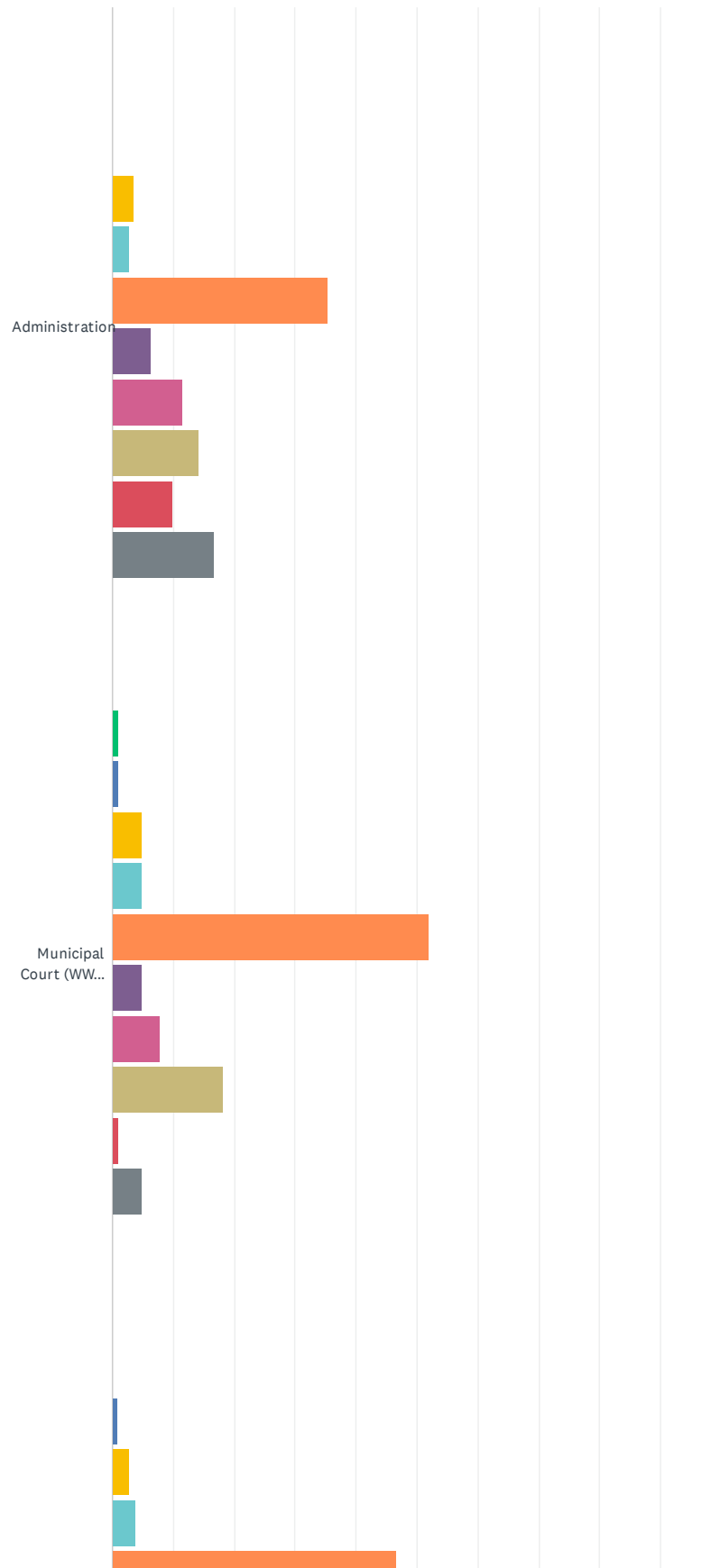


■ Very Poor
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ Satisfactory
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ (no label)
 ■ Excellent

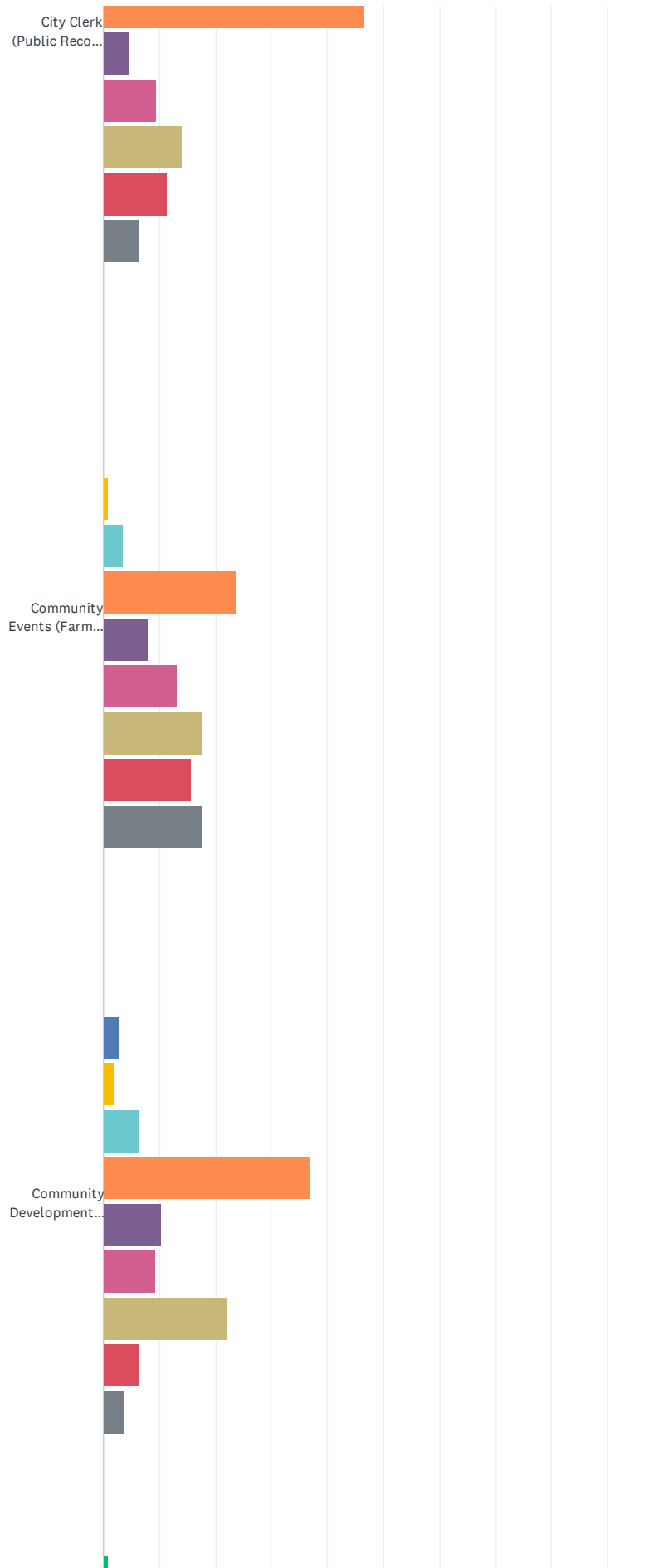
	VERY POOR	(NO LABEL)	(NO LABEL)	(NO LABEL)	SATISFACTORY	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	0.00%	0.00%	0.86%	2.59%	22.41%	11.21%	16.38%	23.28%	15.52%	7.76%	116	7.10
	0	0	1	3	26	13	19	27	18	9		

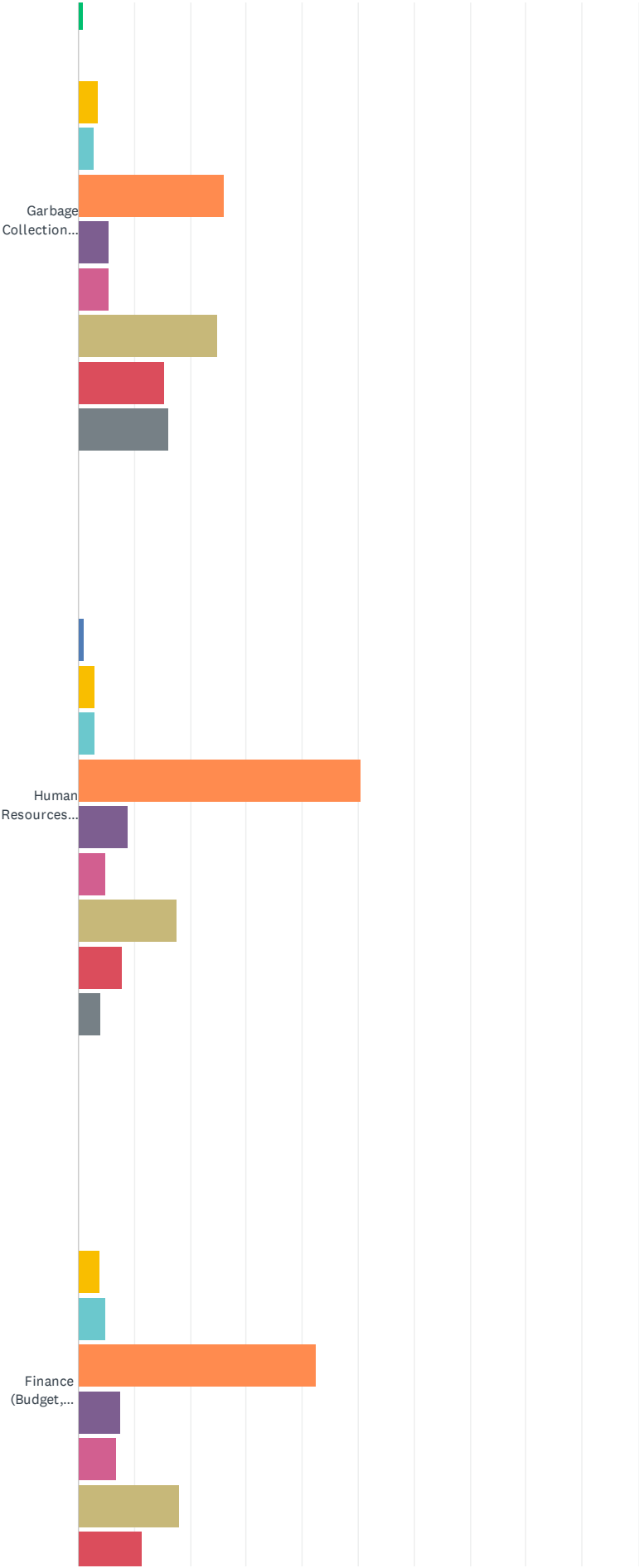
Q25 Please rate your satisfaction with the following city services?

Answered: 117 Skipped: 52

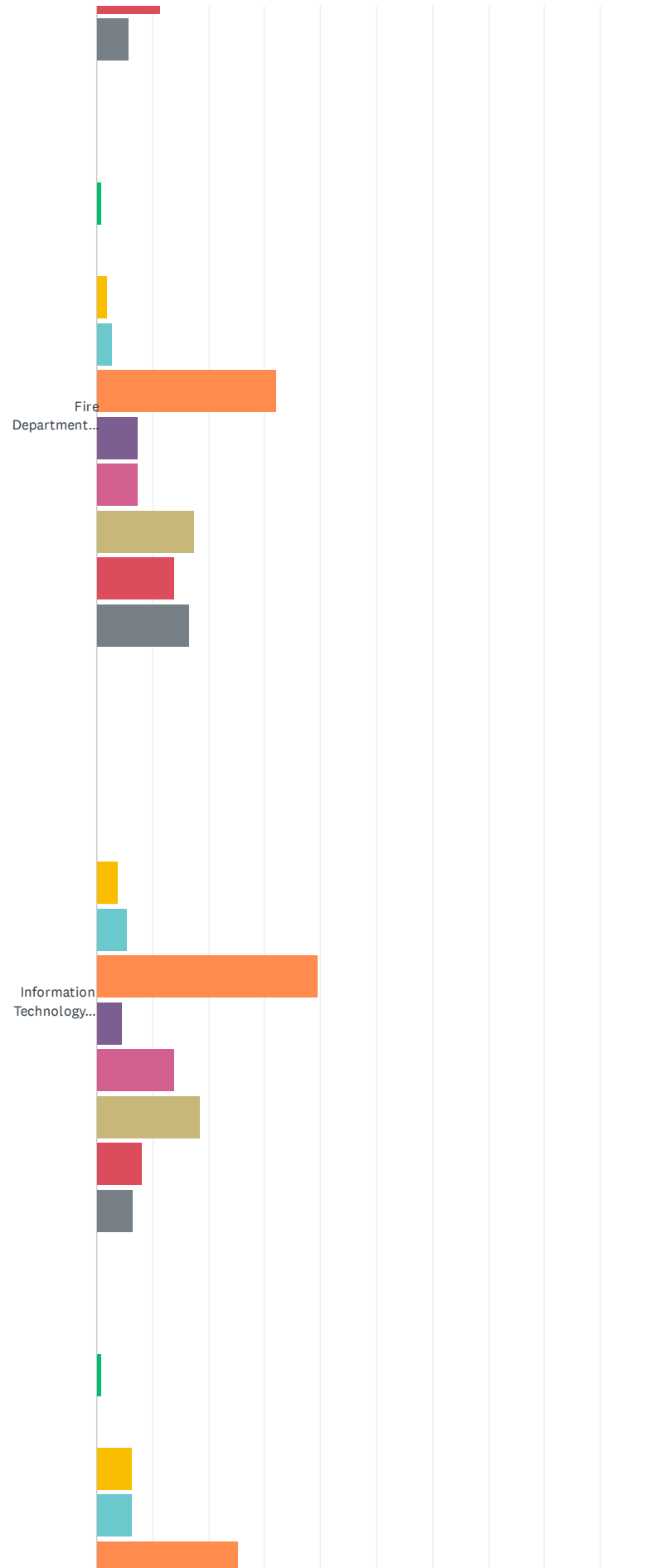


City of College Place - 2020 City Services / Budget Survey

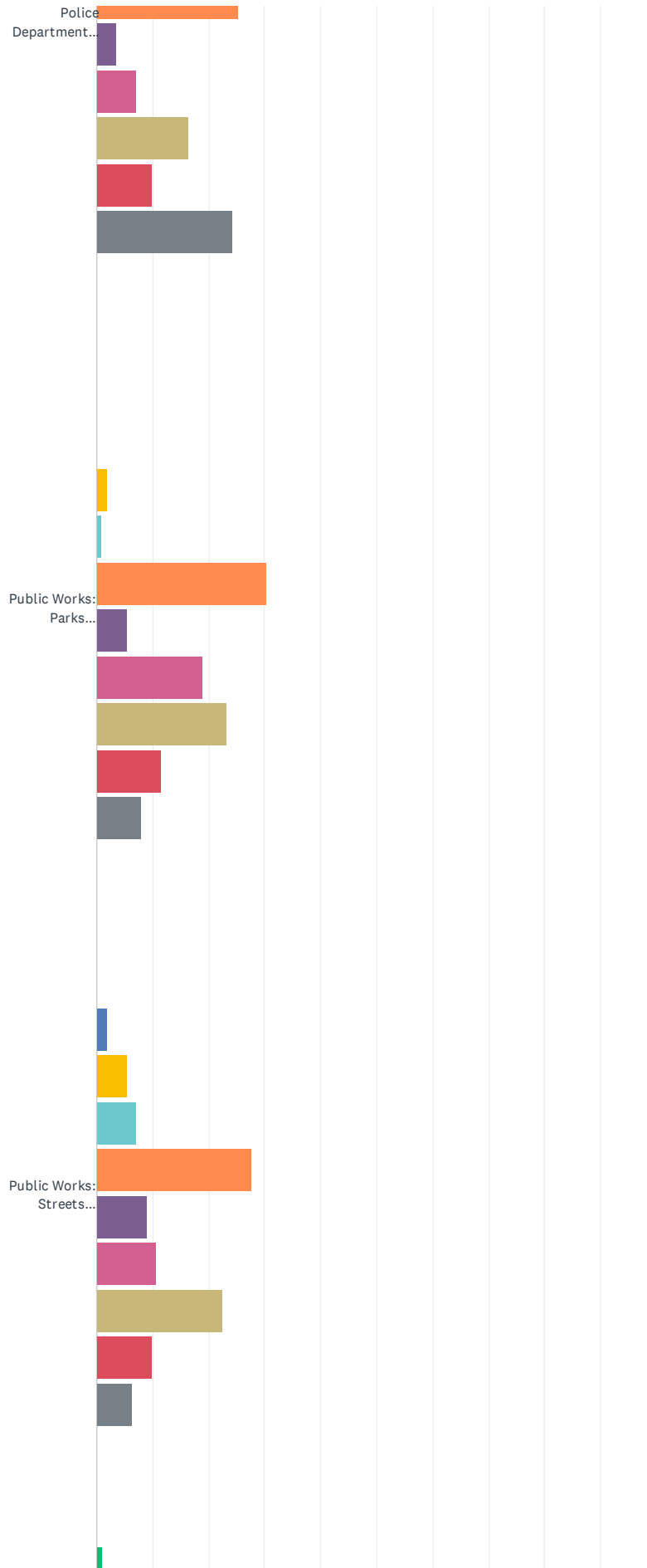


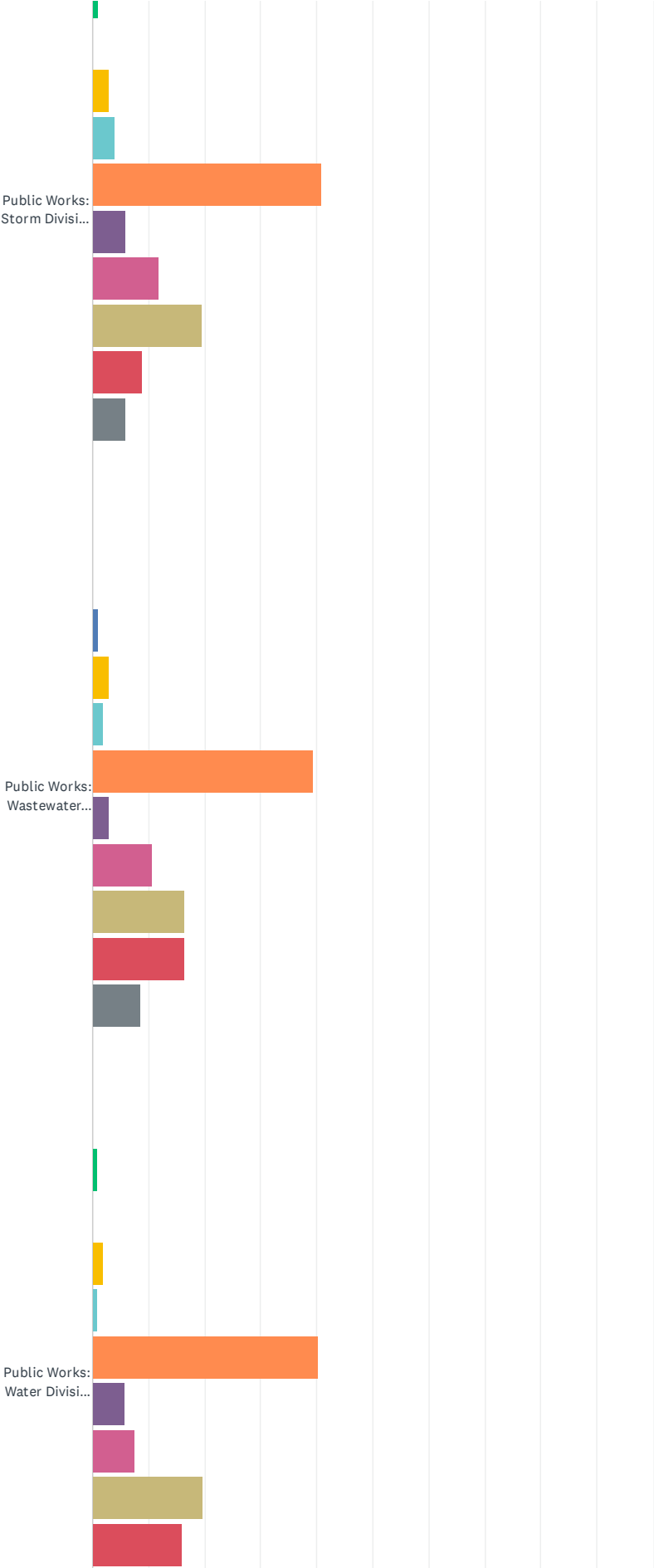


City of College Place - 2020 City Services / Budget Survey

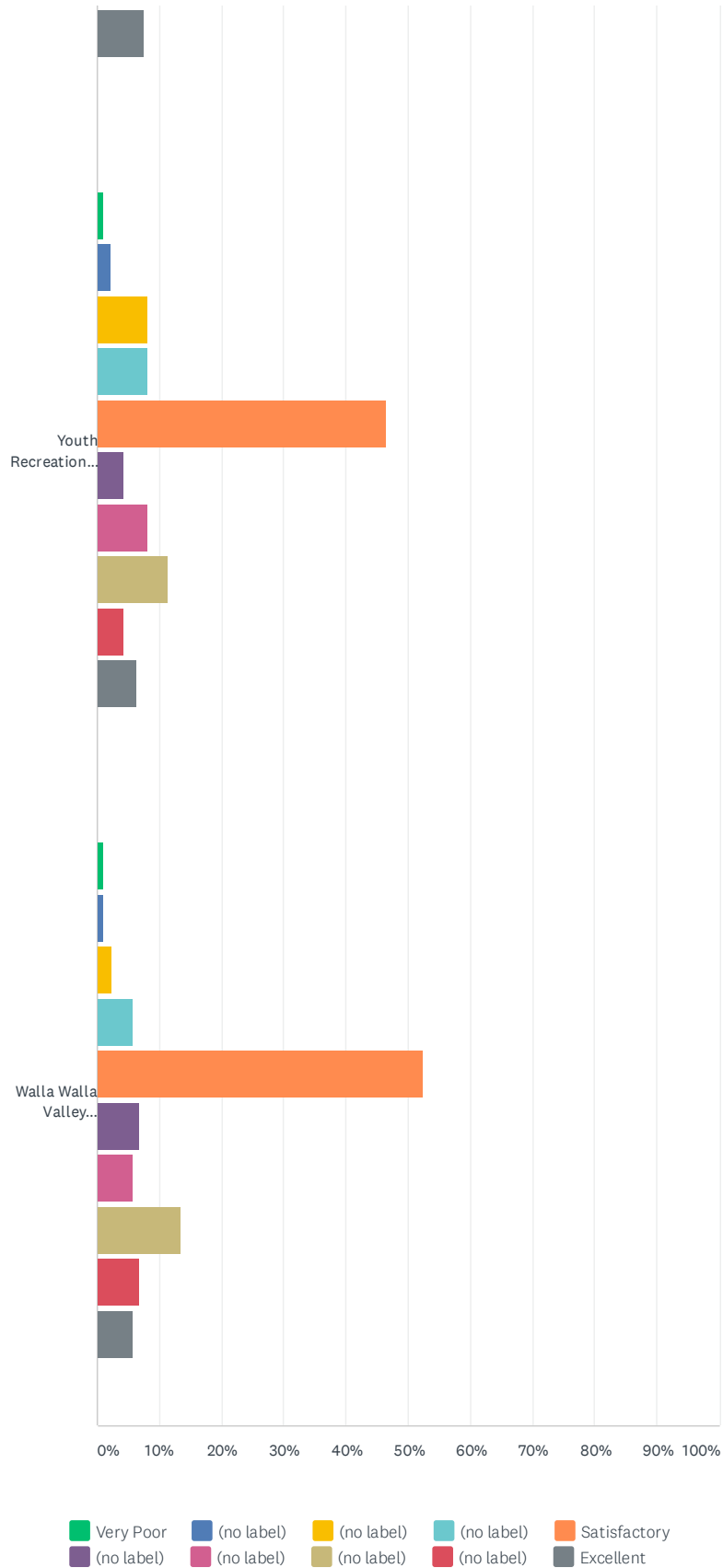


City of College Place - 2020 City Services / Budget Survey





City of College Place - 2020 City Services / Budget Survey

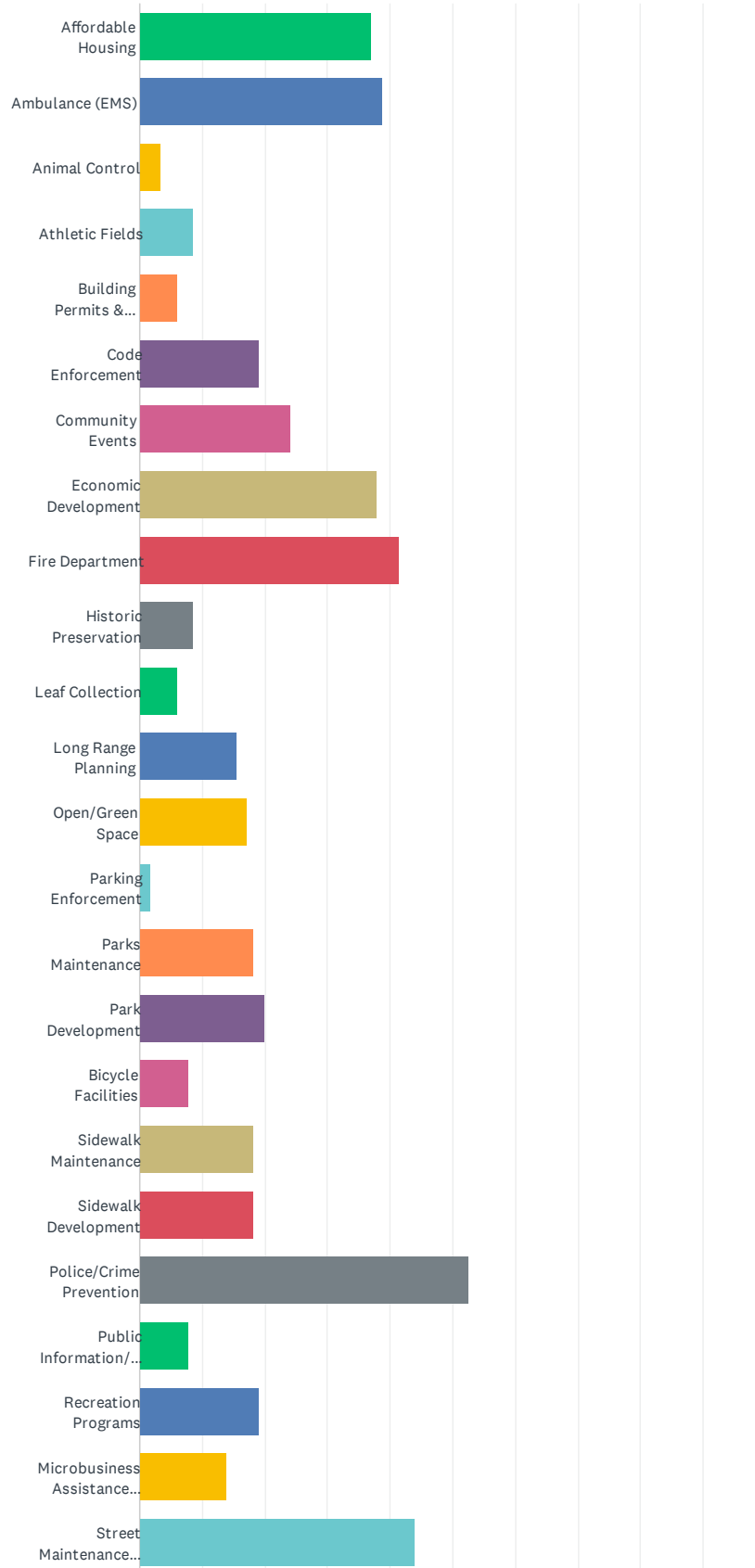


City of College Place - 2020 City Services / Budget Survey

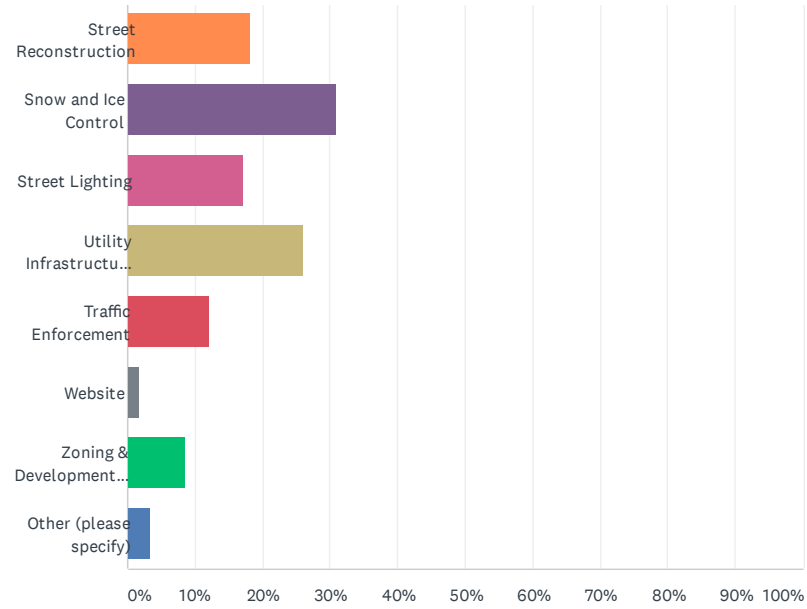
	VERY POOR	(NO LABEL)	(NO LABEL)	(NO LABEL)	SATISFACTORY	(NO LABEL)	(NO LABEL)	(NO LABEL)	(NO LABEL)	EXCELLENT	TOT.
Administration	0.00% 0	0.00% 0	3.54% 4	2.65% 3	35.40% 40	6.19% 7	11.50% 13	14.16% 16	9.73% 11	16.81% 19	1
Municipal Court (WW County District Court)	0.96% 1	0.96% 1	4.81% 5	4.81% 5	51.92% 54	4.81% 5	7.69% 8	18.27% 19	0.96% 1	4.81% 5	1
City Clerk (Public Records Requests, Municipal Code, City Meetings)	0.00% 0	0.93% 1	2.80% 3	3.74% 4	46.73% 50	4.67% 5	9.35% 10	14.02% 15	11.21% 12	6.54% 7	1
Community Events (Farmers Market, Freedom Fest, Fall Festival, Winterfest)	0.00% 0	0.00% 0	0.88% 1	3.51% 4	23.68% 27	7.89% 9	13.16% 15	17.54% 20	15.79% 18	17.54% 20	1
Community Development (Building, Planning)	0.00% 0	2.78% 3	1.85% 2	6.48% 7	37.04% 40	10.19% 11	9.26% 10	22.22% 24	6.48% 7	3.70% 4	1
Garbage Collection (Basin Disposal)	0.89% 1	0.00% 0	3.57% 4	2.68% 3	25.89% 29	5.36% 6	5.36% 6	25.00% 28	15.18% 17	16.07% 18	1
Human Resources (Hiring, Risk Management, etc)	0.00% 0	0.97% 1	2.91% 3	2.91% 3	50.49% 52	8.74% 9	4.85% 5	17.48% 18	7.77% 8	3.88% 4	1
Finance (Budget, Utility Billing, Accounts Payable/Receivable)	0.00% 0	0.00% 0	3.77% 4	4.72% 5	42.45% 45	7.55% 8	6.60% 7	17.92% 19	11.32% 12	5.66% 6	1
Fire Department (Fire, Weed Abatement, Ambulance)	0.92% 1	0.00% 0	1.83% 2	2.75% 3	32.11% 35	7.34% 8	7.34% 8	17.43% 19	13.76% 15	16.51% 18	1
Information Technology (Website, Social Media, Online Payment)	0.00% 0	0.00% 0	3.67% 4	5.50% 6	39.45% 43	4.59% 5	13.76% 15	18.35% 20	8.26% 9	6.42% 7	1
Police Department (Police, Code Enforcement, Animal Control, School Resource Officer)	0.90% 1	0.00% 0	6.31% 7	6.31% 7	25.23% 28	3.60% 4	7.21% 8	16.22% 18	9.91% 11	24.32% 27	1
Public Works: Parks Maintenance	0.00% 0	0.00% 0	1.79% 2	0.89% 1	30.36% 34	5.36% 6	18.75% 21	23.21% 26	11.61% 13	8.04% 9	1
Public Works: Streets Division (Maintenance, Street Sweeper, Signs, Snow Plowing)	0.00% 0	1.79% 2	5.36% 6	7.14% 8	27.68% 31	8.93% 10	10.71% 12	22.32% 25	9.82% 11	6.25% 7	1
Public Works: Storm Division (Stormwater System Maintenance and Operations)	0.97% 1	0.00% 0	2.91% 3	3.88% 4	40.78% 42	5.83% 6	11.65% 12	19.42% 20	8.74% 9	5.83% 6	1
Public Works: Wastewater Division (Wastewater System Maintenance and Operations)	0.00% 0	0.96% 1	2.88% 3	1.92% 2	39.42% 41	2.88% 3	10.58% 11	16.35% 17	16.35% 17	8.65% 9	1
Public Works: Water Division (Water System Maintenance and Operations)	0.93% 1	0.00% 0	1.87% 2	0.93% 1	40.19% 43	5.61% 6	7.48% 8	19.63% 21	15.89% 17	7.48% 8	1
Youth Recreation Programming (Campfire, YWCA)	1.03% 1	2.06% 2	8.25% 8	8.25% 8	46.39% 45	4.12% 4	8.25% 8	11.34% 11	4.12% 4	6.19% 6	
Walla Walla Valley Microbusiness Assistance Program	1.11% 1	1.11% 1	2.22% 2	5.56% 5	52.22% 47	6.67% 6	5.56% 5	13.33% 12	6.67% 6	5.56% 5	

Q26 Please select your top budget priorities for Fiscal Year 2020 (up to five may be selected)

Answered: 116 Skipped: 53



City of College Place - 2020 City Services / Budget Survey



City of College Place - 2020 City Services / Budget Survey

ANSWER CHOICES		RESPONSES
Affordable Housing	37.07%	43
Ambulance (EMS)	38.79%	45
Animal Control	3.45%	4
Athletic Fields	8.62%	10
Building Permits & Inspections	6.03%	7
Code Enforcement	18.97%	22
Community Events	24.14%	28
Economic Development	37.93%	44
Fire Department	41.38%	48
Historic Preservation	8.62%	10
Leaf Collection	6.03%	7
Long Range Planning	15.52%	18
Open/Green Space	17.24%	20
Parking Enforcement	1.72%	2
Parks Maintenance	18.10%	21
Park Development	19.83%	23
Bicycle Facilities	7.76%	9
Sidewalk Maintenance	18.10%	21
Sidewalk Development	18.10%	21
Police/Crime Prevention	52.59%	61
Public Information/Outreach	7.76%	9
Recreation Programs	18.97%	22
Microbusiness Assistance Program	13.79%	16
Street Maintenance (Pothole Repair, Street Sweeping, Chip Seal)	43.97%	51
Street Reconstruction	18.10%	21
Snow and Ice Control	31.03%	36
Street Lighting	17.24%	20
Utility Infrastructure (Water, Wastewater, and Stormwater Systems)	25.86%	30
Traffic Enforcement	12.07%	14
Website	1.72%	2
Zoning & Development Review	8.62%	10
Other (please specify)	3.45%	4
Total Respondents: 116		

#	OTHER (PLEASE SPECIFY)	DATE
1	mental health	7/14/2020 11:22 AM
2	Mental Health Services	7/13/2020 11:09 AM
3	Fix the storm water drain on NW Destito!	7/10/2020 10:35 PM
4	Continuous pothole and street crack maintenance. I do not know if the city needs to be in the housing business,other than possibly designating a new area for prefab homes.	7/7/2020 3:42 PM

Q27 What street improvement should be the highest priority?

Answered: 84 Skipped: 85

City of College Place - 2020 City Services / Budget Survey

#	RESPONSES	DATE
1	Highland Park Drive	7/29/2020 6:56 PM
2	Some of the east west streets have really bad stretches. 10th St. for example.	7/22/2020 7:21 AM
3	Cedar	7/17/2020 11:45 AM
4	12th	7/17/2020 11:39 AM
5	lighting	7/16/2020 11:18 AM
6	6th street	7/15/2020 7:47 PM
7	Pot holes	7/15/2020 5:09 PM
8	Sidewalks	7/15/2020 2:36 PM
9	S. College through N. College speed should be 25 mph. Se Larch ave and Whitman should have stop signs	7/15/2020 11:47 AM
10	Whitman Drive between Larch and College Avenue.	7/15/2020 9:15 AM
11	Pothole filling	7/15/2020 6:56 AM
12	None	7/14/2020 3:43 PM
13	Snow and Ice	7/14/2020 3:25 PM
14	Bike lanes	7/14/2020 12:15 PM
15	Redoing roads! And not just around the church, college, and Walmart. Nor the "rich" neighborhoods only (and you know where I'm talking about).	7/14/2020 9:17 AM
16	Broadway Ave.	7/13/2020 11:28 PM
17	Bike access (bike lanes, smooth pavement)	7/13/2020 11:20 PM
18	Side streets are rough driving	7/13/2020 9:33 PM
19	Painted lines. They tend to be very faded and it's confusing to drive on.	7/13/2020 9:00 PM
20	Sw bade, was over used During college ave re do	7/13/2020 8:09 PM
21	Bade street	7/13/2020 7:22 PM
22	Weed removal aka 3rd street	7/13/2020 7:18 PM
23	not sure	7/13/2020 5:30 PM
24	Working on potholes and bumps in the road that are broken	7/13/2020 3:54 PM
25	Side streets	7/13/2020 2:35 PM
26	Sidewalks/Bike Lanes	7/13/2020 1:32 PM
27	Patching potholes/repaving	7/13/2020 1:32 PM
28	Main roadways	7/13/2020 1:23 PM
29	Low income housing. Rent is getting ridiculous and will soon cause workers to move.	7/13/2020 12:48 PM
30	Maintenance	7/13/2020 12:43 PM
31	Quality on roads	7/13/2020 12:40 PM
32	Community events	7/13/2020 12:31 PM
33	All the neighborhoods close to parks. 8th st, 6th st	7/13/2020 12:20 PM
34	College avenue	7/13/2020 12:14 PM
35	Snow/ice in the winter and the copious amount of leaves in the fall	7/13/2020 12:08 PM
36	N/A	7/13/2020 11:59 AM
37	The streets in the part of the city between the west end of 6th Street and the west end of 12th Street are narrow and lack sidewalks. The recent improvements on the curved section of SW 12th are appreciated.	7/13/2020 11:58 AM
38	N	7/13/2020 11:49 AM
39	Maintaining roads	7/13/2020 11:22 AM
40	fixing rough sections in the road	7/13/2020 11:19 AM
41	Sidewalks	7/13/2020 11:19 AM
42	Pothole management	7/13/2020 11:09 AM
43	SE Elm, SW Bade	7/11/2020 2:40 PM
44	Making the intersection of Larch and Whitman a roundabout or 4 way stop. So many accidents have ocured here.	7/11/2020 5:31 AM
45	Potholes, ada wheelchair accessible intersections.	7/11/2020 3:41 AM

City of College Place - 2020 City Services / Budget Survey

46	I would like to see SE 8th with more sidewalks. Too many people walk this street to go to Lyons park.	7/11/2020 12:21 AM
47	Unsure	7/10/2020 11:49 PM
48	Storm drain	7/10/2020 10:35 PM
49	Wider roads with sidewalks	7/10/2020 9:14 PM
50	SE 6th street	7/10/2020 9:10 PM
51	rough roads	7/10/2020 8:49 PM
52	4 way stop at Whitman and larch	7/10/2020 8:47 PM
53	Get someone in charge of public works who can keep big projects organized. I'm a C St resident. Communication was a joke during that project	7/10/2020 8:34 PM
54	?	7/10/2020 8:29 PM
55	SE 8th	7/10/2020 8:28 PM
56	Evans	7/10/2020 8:26 PM
57	4th street	7/10/2020 8:09 PM
58	What makes a street impassable, avoided or dreaded? For me winter at the lights on the hill. I have been stuck, had to blow the light to get up or down and been in a wreck their. I dread having to go through those lights when the road has anything on it.	7/10/2020 7:50 PM
59	Re paving streets	7/10/2020 6:47 PM
60	Resurfacing and NOT chip seal	7/10/2020 6:43 PM
61	Those that need rrpair	7/9/2020 4:36 PM
62	Potholes	7/9/2020 6:49 AM
63	Make sure street drains are not plugged.	7/8/2020 11:42 PM
64	Spitzenburg	7/8/2020 10:38 AM
65	12th	7/7/2020 10:47 PM
66	Maintenance	7/7/2020 10:14 PM
67	Sign visibility and adding greenery to our roads. Trees, shrubs, Ornamental grasses, and even nice rockery really makes a difference	7/7/2020 7:55 PM
68	Replacement instead of terrible chip seal.	7/7/2020 7:25 PM
69	6th ST (esp. SE) [College Place's favorite unofficial E/W highway]	7/7/2020 6:32 PM
70	12th	7/7/2020 5:01 PM
71	Chip seal SE Highland Park and SE Davin Drive.	7/7/2020 3:42 PM
72	chip seal	7/7/2020 3:12 PM
73	Bike lanes and sidewalks	7/7/2020 2:21 PM
74	College Avenue was disastrous and now is downright dangerous. What were they thinking? The roads that are more heavily traveled, and then neighborhood roads., Davin Dr. that is now coming to be a lot of speed bumps due to Water lines being updated.	7/7/2020 1:53 PM
75	Potholes and curbs	7/7/2020 12:12 PM
76	Larch	7/7/2020 12:03 PM
77	Made safe for children to use	7/6/2020 11:39 PM
78	fix holes	7/6/2020 9:36 PM
79	12th Street	7/6/2020 9:25 PM
80	Partnering with Walla Walla to create a safer crossing at Myra Road and Garrison Village Way. Partnering with southside of Garrison Creek owners to connect Villages of Garrison Creek walking trail to Lions Park and Fort Walla Walla. The public is using is now anyway. If the city acquired that property from the owners, it would be a win/win.	7/6/2020 9:04 PM
81	Light at 12th and Larch	7/6/2020 8:47 PM
82	Lighting	7/6/2020 8:45 PM
83	maintenance then rebuild failing infrastructure- water, sewer, road	7/6/2020 8:35 PM
84	Several intersections on Larch should be controlled by a traffic signal	7/6/2020 8:16 PM

Q28 What area needs sidewalks the most?

Answered: 67 Skipped: 102

City of College Place - 2020 City Services / Budget Survey

#	RESPONSES	DATE
1	none	7/29/2020 6:56 PM
2	The areas that don't have any!	7/22/2020 7:21 AM
3	Streets between Academy and Davis	7/17/2020 11:45 AM
4	Birch	7/17/2020 11:39 AM
5	nowhere	7/16/2020 11:18 AM
6	3rd street	7/15/2020 7:47 PM
7	The roads that are most traveled that children walk to school on	7/15/2020 5:09 PM
8	Anywhere there isnt	7/15/2020 2:36 PM
9	Rose	7/15/2020 11:47 AM
10	all areas of town I frequent have good sidewalk coverage. maybe along the numbered streets between college avenue and larch	7/15/2020 9:15 AM
11	The housing areas surrounding WWU	7/15/2020 6:56 AM
12	None	7/14/2020 3:43 PM
13	Between Andy's market and village church	7/14/2020 12:15 PM
14	I'm sure all the "basic" neighborhoods need them. Is there a street with houses but no sidewalk? There you go!	7/14/2020 9:17 AM
15	Wallula Ave between College Ave and Worm Ranch.	7/13/2020 11:20 PM
16	Along bus routes, shopping and schools	7/13/2020 9:33 PM
17	Unknown	7/13/2020 9:00 PM
18	Almost any street with none	7/13/2020 8:09 PM
19	unknown	7/13/2020 7:22 PM
20	.	7/13/2020 7:18 PM
21	not sure	7/13/2020 5:30 PM
22	everywhere that there is a college, and near parks	7/13/2020 3:54 PM
23	Old neighborhoods	7/13/2020 2:35 PM
24	School zones	7/13/2020 1:23 PM
25	I am not sure	7/13/2020 12:43 PM
26	Sidewalks get pretty bad on the way down to downtown Walla Walla from WWU	7/13/2020 12:40 PM
27	Areas where we have high traffic and that connect to the downtown	7/13/2020 12:31 PM
28	High traffic walked streets near parks	7/13/2020 12:20 PM
29	West Whitman street between the WWU and Rogers elementary	7/13/2020 12:14 PM
30	Not sure	7/13/2020 12:08 PM
31	N/A	7/13/2020 11:59 AM
32	Residential areas west of College Avenue, as the roads are narrow.	7/13/2020 11:58 AM
33	N	7/13/2020 11:49 AM
34	Don't know	7/13/2020 11:22 AM
35	roads adjacent to college ave	7/13/2020 11:19 AM
36	Suburban streets	7/13/2020 11:09 AM
37	W Whitman. Between college and Rogers	7/11/2020 2:40 PM
38	Myra rd	7/11/2020 3:41 AM
39	SE 8th Street	7/11/2020 12:21 AM
40	?	7/10/2020 11:49 PM
41	?	7/10/2020 10:35 PM
42	8th Street	7/10/2020 9:14 PM
43	SE 3rd Street and SW 6th st	7/10/2020 9:10 PM
44	not sure	7/10/2020 8:49 PM
45	?	7/10/2020 8:29 PM
46	SE 8th	7/10/2020 8:28 PM
47	SW 1st, 2nd, 3rd	7/10/2020 8:26 PM

City of College Place - 2020 City Services / Budget Survey

48	Any main or direct routes to the schools, parks or businesses. I would focus on the ones with the most traffic. That's where you don't want pedestrians in the way of vehicles.	7/10/2020 7:50 PM
49	None. Work on fixing existing sidewalks. The city put them in, the city would fix them	7/10/2020 6:47 PM
50	Along Whitman would probably nice for WWU kids to go for a walk.	7/9/2020 6:49 AM
51	I don't know	7/8/2020 11:42 PM
52	Busy streets	7/7/2020 10:14 PM
53	The business area from Les Schwab to Chase Bank. Walking between those establishments is an adventure, especially for people with physical disabilities! Second: residential streets with intermittent sidewalks.	7/7/2020 6:32 PM
54	Side street Main Street	7/7/2020 5:21 PM
55	Streets between Academy and Davis.	7/7/2020 5:01 PM
56	NE Damson Drive, and NE Spitzenburg	7/7/2020 3:42 PM
57	C Street	7/7/2020 2:21 PM
58	None that I can think of. College Ave sidewalks are way too wide.	7/7/2020 1:53 PM
59	Blalock area	7/7/2020 12:12 PM
60	Routes to all schools	7/6/2020 11:39 PM
61	areas around schools	7/6/2020 9:36 PM
62	Highland Park/Davin	7/6/2020 9:25 PM
63	I don't know enough to answer that.	7/6/2020 9:04 PM
64	8th st	7/6/2020 8:47 PM
65	Ash, Birch, 3rd, 2nd, 6th, etc.	7/6/2020 8:45 PM
66	east 4th.	7/6/2020 8:35 PM
67	mid town between College Ave and Larch	7/6/2020 8:16 PM

Q29 What is one thing do you wish the City would start doing?

Answered: 77 Skipped: 92

City of College Place - 2020 City Services / Budget Survey

#	RESPONSES	DATE
1	na	7/29/2020 6:56 PM
2	Recycling	7/22/2020 9:38 PM
3	Summer concerts in the park (once allowed)	7/22/2020 7:21 AM
4	Build sidewalks	7/17/2020 11:45 AM
5	Creating more baseball/softball fields. Hosting soccer matches and bmgsa softball games. Walla Walla parks and rec teams comprised of College Place players should have their games hosted at home in College Place. Lions park would be ideal for that. This helps bring people into College Place to spend money at local businesses.	7/15/2020 7:47 PM
6	I think the city is doing a great job really. We need to do better on building a sense of community here. There isn't much that makes the community feel like we are actually a city on our own. We end up feeling like Walla Walla's step children! Also keep courting great businesses to do business here!!	7/15/2020 5:09 PM
7	Events for collegiate age	7/15/2020 2:36 PM
8	Build a police department that is more accessible to the community. No one knows where it is located. Hard to find	7/15/2020 11:47 AM
9	continue outreach efforts in Spanish - for example if this survey is available in Spanish or not?	7/15/2020 9:15 AM
10	Four way stop at larch & Whitman	7/15/2020 8:18 AM
11	Recycling	7/15/2020 6:56 AM
12	Look for ways to move social service responses outside the police force.	7/14/2020 3:43 PM
13	Plowing/sanding the roads in winter	7/14/2020 3:25 PM
14	Caring about the working class neighborhoods like they do the wealthier ones. And plan for the future better in regards to the infrastructure! You knew the water wells would need to be replaced but the city waited until things were critical to replace them and then charge us an arm and a leg for really awful water.	7/14/2020 9:17 AM
15	Food Truck Night. Why should the Walla Walla Airport have all the fun?	7/13/2020 11:20 PM
16	Recycling	7/13/2020 9:33 PM
17	Stop hyper enforcing speed limits.	7/13/2020 9:00 PM
18	Enforcing code for houses that are junk heaps. For one a house almost directly back of the fire department.	7/13/2020 7:22 PM
19	Enforcing removal of trash/sofas in people's front yards. Fines	7/13/2020 7:18 PM
20	not sure	7/13/2020 5:30 PM
21	making more things and recreational activities for Young Adults age 18 through 26	7/13/2020 3:54 PM
22	Move police funding to different areas of the city budget.	7/13/2020 3:10 PM
23	Meet n Greet with police officers. There is a bad reputation of officers by students and community members.	7/13/2020 3:04 PM
24	Plan	7/13/2020 2:35 PM
25	City app for updates and easy payments	7/13/2020 1:23 PM
26	More social services for the mentally ill, especially when it comes to children.	7/13/2020 12:48 PM
27	Helping lower tuition costs at universities or help students with their tuition directly	7/13/2020 12:43 PM
28	Establish more quality water fountains to encourage using reusable water bottles, and quality water as well.	7/13/2020 12:40 PM
29	Work on a downtown that we can enjoy as families	7/13/2020 12:31 PM
30	A recycling program	7/13/2020 12:20 PM
31	I'm not sure	7/13/2020 12:08 PM
32	Block Parties	7/13/2020 11:59 AM
33	Once it's allowed, having live music in a park would be great.	7/13/2020 11:58 AM
34	Less	7/13/2020 11:49 AM
35	Don't know	7/13/2020 11:22 AM
36	more parks and waking trails	7/13/2020 11:19 AM
37	More public events	7/13/2020 11:19 AM
38	Focus on mental health programs and raise speed limits on open roads	7/13/2020 11:09 AM
39	Getting more food options for the city	7/11/2020 2:40 PM
40	Collecting recycling	7/11/2020 5:31 AM
41	Dedicated yard sale weekend.	7/11/2020 12:21 AM

City of College Place - 2020 City Services / Budget Survey

42	Not sure at this time	7/10/2020 11:49 PM
43	Take care of the storm drain before it damages houses!	7/10/2020 10:35 PM
44	Main Street development	7/10/2020 9:14 PM
45	Send out free dump passes twice a year to College Place residences. It would help clean up the City.	7/10/2020 9:10 PM
46	work to bring new businesses into city	7/10/2020 8:49 PM
47	Build a new police department	7/10/2020 8:47 PM
48	Enforcing junk related and similar ordinances	7/10/2020 8:34 PM
49	?	7/10/2020 8:29 PM
50	Expand the school district boundaries so I have more real estate options.	7/10/2020 7:50 PM
51	Recycling	7/10/2020 6:47 PM
52	Bring a Winco to this area or Fred Meyers	7/10/2020 5:52 PM
53	Public health information drives	7/9/2020 9:08 PM
54	More rec leagues year round	7/9/2020 4:36 PM
55	Getting a Costco.	7/9/2020 6:49 AM
56	Growing city	7/7/2020 10:14 PM
57	Forcing property owners to clean up and maintain their structures.	7/7/2020 7:55 PM
58	Encourage dining out businesses	7/7/2020 7:25 PM
59	Plow the sidewalks. Expecting tenants to do it makes no sense. Many can't. Many don't. Many are vacant. Some are empty lots. You don't have us plow the streets. Samey-same.	7/7/2020 6:32 PM
60	????	7/7/2020 5:21 PM
61	Rec programs	7/7/2020 5:01 PM
62	Street Sweeping on a more regular basis.	7/7/2020 3:42 PM
63	Increase partnerships and consolidations to enhance services to citizens.	7/7/2020 3:12 PM
64	Recycling or consider becoming a zero waste city	7/7/2020 2:21 PM
65	Getting rid of fireworks, or modifying what can be sold. Aside from that, I'd have to think on it and study up on our infrastructure needs.	7/7/2020 1:53 PM
66	Getting College Avenue businesses together to vision for the future, and create some goals that would attract other businesses and tourists	7/7/2020 1:07 PM
67	business outreach	7/7/2020 12:12 PM
68	Streaming city council and commission meetings on social media or on the city website.	7/7/2020 12:03 PM
69	Stop letting Walla Walla University own so much land and do nothing with it.	7/7/2020 12:03 PM
70	Community policing	7/6/2020 11:39 PM
71	animal control	7/6/2020 9:36 PM
72	Recreation Programs	7/6/2020 9:25 PM
73	Initiate a "neighbors on watch" program with community members and the police department. These volunteers, when properly trained, can assist the police department in crime reduction.	7/6/2020 9:04 PM
74	More code enforcement	7/6/2020 8:47 PM
75	Unsure	7/6/2020 8:45 PM
76	focus on basics. we don't need events of programs funded by the city.	7/6/2020 8:35 PM
77	run street sweeper during the summer	7/6/2020 8:16 PM

Q30 What is one thing do you wish the City would do differently?

Answered: 59 Skipped: 110

City of College Place - 2020 City Services / Budget Survey

#	RESPONSES	DATE
1	don't raise taxes	7/29/2020 6:56 PM
2	Yellow light duration seems designed for revenue generation rather than safety. They are too short.	7/22/2020 7:21 AM
3	Street maintenance	7/17/2020 11:45 AM
4	Utilize College Avenue for more small business. There are several empty lots there or run down houses that could be acquired for small business and re-zoned commercial.	7/15/2020 7:47 PM
5	Publish the fact there is a webpage!! I had no idea and I've been here for years!!!	7/15/2020 5:09 PM
6	Communication with temporary residents	7/15/2020 2:36 PM
7	Have more business available Sunday through Monday	7/15/2020 11:47 AM
8	Recycling more	7/15/2020 6:56 AM
9	Reduce firework windows, especially over the 4th (reduce days and hours).	7/14/2020 3:43 PM
10	Planning for the future better	7/14/2020 9:17 AM
11	Asphalt trails instead of concrete. Concrete hurts my joints when I run on it.	7/13/2020 11:20 PM
12	Limit fireworks	7/13/2020 9:33 PM
13	NA	7/13/2020 9:00 PM
14	Accept maintenance of streets in Planned Unit Developments. I pay the same tax as residents outside of PUD's and I still have to pay to maintain our streets.	7/13/2020 7:22 PM
15	.	7/13/2020 7:18 PM
16	not sure	7/13/2020 5:30 PM
17	Involve young adults in decisions about how to make the city work as a community more	7/13/2020 3:54 PM
18	What will the City of College Place look like in 15-20 years... forward thinking	7/13/2020 2:35 PM
19	Better quality of social media posts.	7/13/2020 1:23 PM
20	Its traffic infraction system is known to be strict. If it could be a little more lenient, there would be less stress while driving through town.	7/13/2020 12:43 PM
21	Clean up and pavement of roads	7/13/2020 12:40 PM
22	N/a	7/13/2020 12:31 PM
23	I'm not saying to defund the police, but many times I see that there are unnecessarily multiple police vehicles when enforcing traffic laws.	7/13/2020 12:08 PM
24	N/A	7/13/2020 11:59 AM
25	Adjust the timing on the traffic signals at College Avenue and Whitman Drive. When you're on College Avenue and a car approaches on Whitman and the light turns red for that other car, the wait until green seems a bit too long. I presume the controller is programmed based on traffic data, and I don't claim to know better than traffic engineers, but as a driver, if you get that light red, it's just a pretty long wait.	7/13/2020 11:58 AM
26	Less	7/13/2020 11:49 AM
27	Be more welcoming to those who aren't right-wing	7/13/2020 11:22 AM
28	na	7/13/2020 11:19 AM
29	Citywide recycling along with garbage disposal	7/13/2020 11:09 AM
30	I like the way we are going	7/11/2020 2:40 PM
31	Nothing	7/11/2020 12:21 AM
32	I wish the City would not allow fireworks at all. But if you will continue to then you should not permit them for as long as you do, they should just be permitted on the fourth of July. Not for 3 days prior and not from 9am- 10pm during that time. Most residents have to work, there are animals who have a hard time with fireworks and then there are veterans with PTSD. It is just inconsiderate and selfish to continue to allow fireworks for 4 days from 9am-10pm. It's a mistake on the city's part . There should also be restrictions on what can be set off. There were too many fires and our emergency services were overwhelmed. There were 2 fires caused by fireworks that ended up causing damage to 3 homes this year. That's 3 houses too many. Fireworks need to be banned	7/10/2020 11:49 PM
33	?	7/10/2020 10:35 PM
34	N/A	7/10/2020 9:14 PM
35	?	7/10/2020 9:10 PM
36	more community events	7/10/2020 8:49 PM
37	Utilize their snow equipment, plow the roads and salt	7/10/2020 8:47 PM
38	I mentioned the public works thing before but really have a look at it. Ask PBS, Culbert, and citizens for their genuine feedback. Poor poor leadership, very slow decision making,	7/10/2020 8:34 PM

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	ultimately at the expense of the residents in one form or another.	
39	?	7/10/2020 8:29 PM
40	Hold events on Saturdays	7/10/2020 8:09 PM
41	Traffic enforcement.	7/10/2020 7:50 PM
42	Recycling	7/10/2020 6:47 PM
43	Lower taxes so home owning isn't so high	7/10/2020 5:52 PM
44	Not charge so much for storm water	7/9/2020 4:36 PM
45	Normal roads, not chip seal.	7/9/2020 6:49 AM
46	Grow	7/7/2020 10:14 PM
47	Better way of charging for water and sewer. I think it is ridiculously expensive.	7/7/2020 7:25 PM
48	Make better use of the city website. If people are calling with the same questions, put the answers on the website. Examples: more detailed building permit info. Local fireworks regs. Put the non-emergency police numbers up front. Since the UB doesn't really report anything about local development, put that.	7/7/2020 6:32 PM
49	Street maintenance. Figure out how to repave. The rocky surface stuff stinks. Its hard to drive on.	7/7/2020 5:01 PM
50	Only allow fireworks for one day during 4th of July (not four days)	7/7/2020 2:21 PM
51	Right now with COVID, nothing. But later on, encourage a larger Farmer's Market.	7/7/2020 1:53 PM
52	Retain and attract businesses that fit our community	7/7/2020 1:07 PM
53	?	7/7/2020 12:12 PM
54	Find a way for community recycling	7/6/2020 11:39 PM
55	?	7/6/2020 9:36 PM
56	Economic Development	7/6/2020 9:25 PM
57	If the city could add pet licensing fee payments online, you might get more compliance. It's difficult sometimes going to the police department to purchase a yearly license.	7/6/2020 9:04 PM
58	More outreach to the community so we can know who you are and become partners with you for a better City	7/6/2020 8:45 PM
59	Stop trying to be more than just a bedroom community.	7/6/2020 8:35 PM

Q31 What is one thing do you wish the City would stop doing?

Answered: 53 Skipped: 116

City of College Place - 2020 City Services / Budget Survey

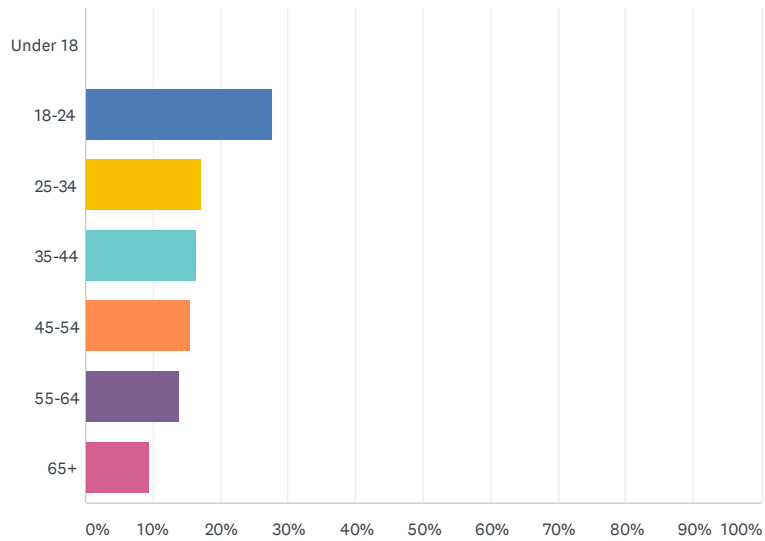
#	RESPONSES	DATE
1	Na	7/29/2020 6:56 PM
2	I wish the City would stop charging so much for stormwater.	7/22/2020 7:21 AM
3	Can't think of anything	7/15/2020 5:09 PM
4	Unsure	7/15/2020 2:36 PM
5	Closing things down on certain days	7/15/2020 11:47 AM
6	Not recycling	7/15/2020 6:56 AM
7	Issuing any fireworks permits outside ordinance windows.	7/14/2020 3:43 PM
8	Catering to the Adventist crowd. They aren't the only religion that calls CP home.	7/14/2020 9:17 AM
9	Waiting to maintain icy roads until it is too late.	7/13/2020 11:20 PM
10	NA	7/13/2020 9:00 PM
11	Can't think of anything.	7/13/2020 7:22 PM
12	.	7/13/2020 7:18 PM
13	not sure	7/13/2020 5:30 PM
14	not letting young adults express themselves and allowing housing to be so bad for those that can't afford it.	7/13/2020 3:54 PM
15	Lying on police bias reports	7/13/2020 3:04 PM
16	Excuses	7/13/2020 2:35 PM
17	Giving people who refuse to wear a mask a pass.	7/13/2020 12:48 PM
18	I am not sure	7/13/2020 12:43 PM
19	Spending too much money on the police force	7/13/2020 12:40 PM
20	N/a	7/13/2020 12:31 PM
21	Nothing bothers me to the point where I wish they would stop doing, it's actually a very nice little town	7/13/2020 12:08 PM
22	N/A	7/13/2020 11:59 AM
23	Nothing. I think everything you're doing is great.	7/13/2020 11:58 AM
24	More	7/13/2020 11:49 AM
25	Elevate terrible views uncritically	7/13/2020 11:22 AM
26	na	7/13/2020 11:19 AM
27	Nothing	7/11/2020 12:21 AM
28	Allowing fireworks! They should be banned all together	7/10/2020 11:49 PM
29	?	7/10/2020 10:35 PM
30	N/A	7/10/2020 9:14 PM
31	Code Enforcement on the weekend.	7/10/2020 9:10 PM
32	Fireworks	7/10/2020 8:34 PM
33	?	7/10/2020 8:29 PM
34	Worrying about dogs barking. Dogs bark it's what they do.	7/10/2020 6:47 PM
35	Putting armed police in schools. They're literally down the street. We don't need guns in school.	7/9/2020 9:08 PM
36	Over charging storm water	7/9/2020 4:36 PM
37	Chip seal roads	7/9/2020 6:49 AM
38	Increasing taxes	7/7/2020 10:14 PM
39	Putting in traffic signals where they aren't needed.	7/7/2020 7:28 PM
40	Chip sealing streets instead of replacing.	7/7/2020 7:25 PM
41	Pay attention to demographics. It's not an Adventist town anymore. There are a LOT of Hispanics. There are a lot of poor people and couch surfers here. And ferrel cats.	7/7/2020 6:32 PM
42	Catering to the University.	7/7/2020 5:01 PM
43	Allowing large housing developments instead of thoughtfully designed urban development	7/7/2020 2:21 PM
44	See above...Stop selling fireworks that are illegal in other communities. It really gives CP a reputation of indifference.	7/7/2020 1:53 PM
45	I love living here	7/7/2020 12:12 PM

City of College Place - 2020 City Services / Budget Survey

46	Stop ignoring the need to manage landscaping along Taumaron in front of the Harvest Meadows subdivision	7/7/2020 12:03 PM
47	Listening to outside influences on how to run our city	7/6/2020 11:39 PM
48	?	7/6/2020 9:36 PM
49	Catering to the Adventists. Other people exist here.	7/6/2020 9:25 PM
50	I'm not a fan of fireworks and realize that I am in the minority opinion on that. I live part-time in a city that has banned ALL fireworks ALL year and the fires and accidents have diminished considerably.	7/6/2020 9:04 PM
51	Backflow testing annually	7/6/2020 8:47 PM
52	Unsure	7/6/2020 8:45 PM
53	social programs.	7/6/2020 8:35 PM

Q32 What is your age?

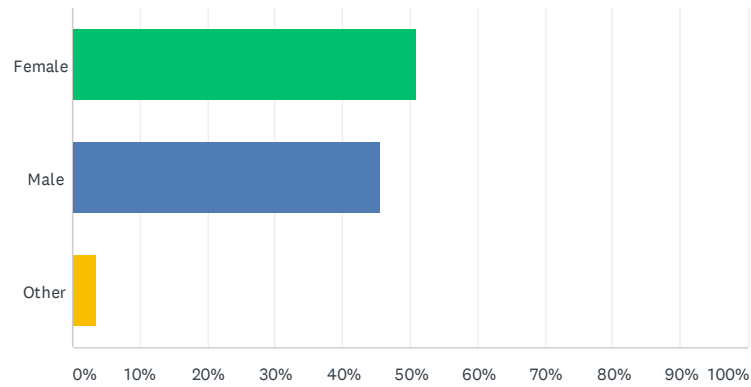
Answered: 116 Skipped: 53



ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
18-24	27.59%	32
25-34	17.24%	20
35-44	16.38%	19
45-54	15.52%	18
55-64	13.79%	16
65+	9.48%	11
TOTAL		116

Q33 What is your gender?

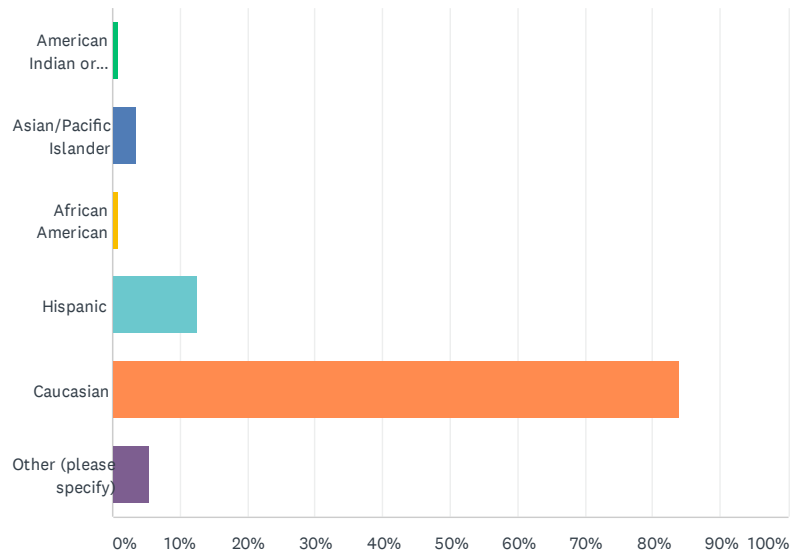
Answered: 114 Skipped: 55



ANSWER CHOICES	RESPONSES	
Female	50.88%	58
Male	45.61%	52
Other	3.51%	4
TOTAL		114

Q34 Which race/ethnicity best describes you? (Please choose only one)

Answered: 112 Skipped: 57

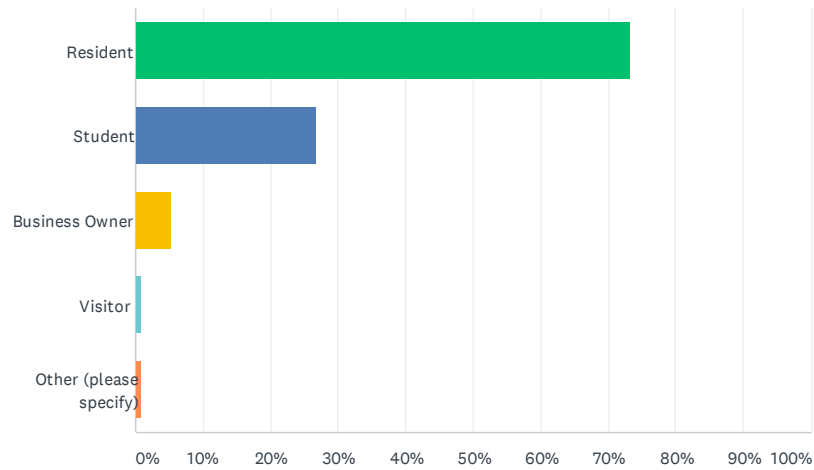


ANSWER CHOICES	RESPONSES
American Indian or Alaskan Native	0.89% 1
Asian/Pacific Islander	3.57% 4
African American	0.89% 1
Hispanic	12.50% 14
Caucasian	83.93% 94
Other (please specify)	5.36% 6
Total Respondents: 112	

#	OTHER (PLEASE SPECIFY)	DATE
1	Human	7/14/2020 3:44 PM
2	.	7/13/2020 5:31 PM
3	Mixed	7/13/2020 12:40 PM
4	Do not wish to disclose	7/10/2020 11:50 PM
5	Two or more races	7/10/2020 8:10 PM
6	None of your business	7/10/2020 6:47 PM

Q35 What best describes you? (check all that apply)

Answered: 116 Skipped: 53

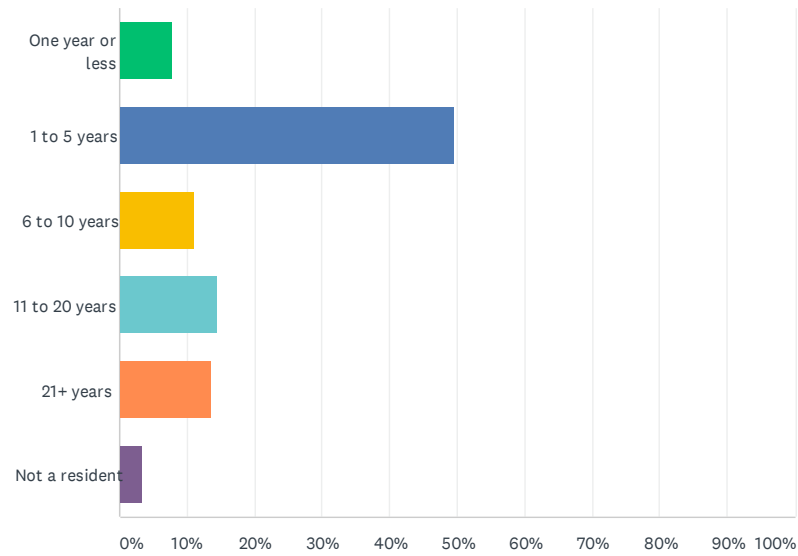


ANSWER CHOICES		RESPONSES	
Resident		73.28%	85
Student		26.72%	31
Business Owner		5.17%	6
Visitor		0.86%	1
Other (please specify)		0.86%	1
Total Respondents: 116			

#	OTHER (PLEASE SPECIFY)	DATE
1	City employee.	7/10/2020 9:12 PM

Q36 Length of Residency in the City?

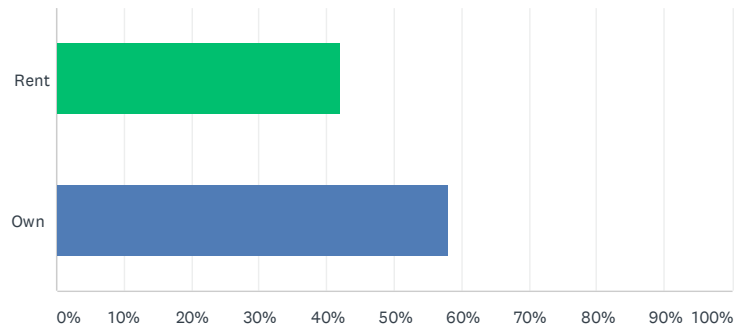
Answered: 117 Skipped: 52



ANSWER CHOICES	RESPONSES	
One year or less	7.69%	9
1 to 5 years	49.57%	58
6 to 10 years	11.11%	13
11 to 20 years	14.53%	17
21+ years	13.68%	16
Not a resident	3.42%	4
TOTAL		117

Q37 Do you rent or own your place of residence?

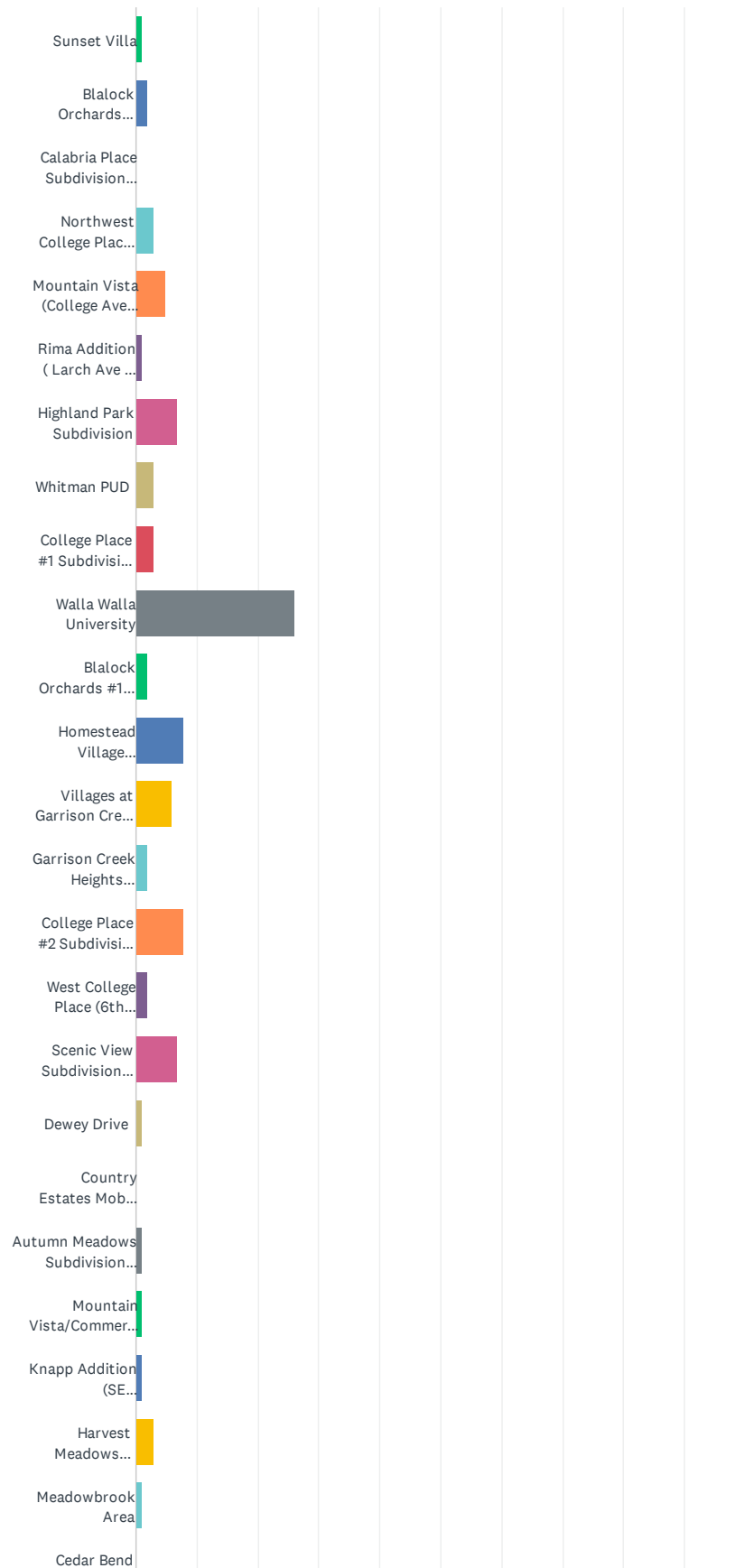
Answered: 114 Skipped: 55



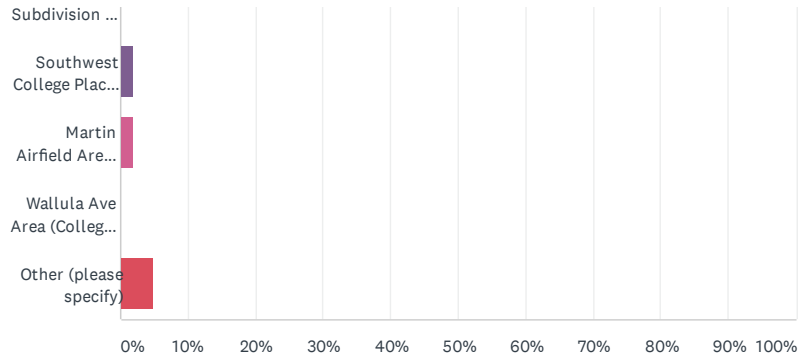
ANSWER CHOICES	RESPONSES	
Rent	42.11%	48
Own	57.89%	66
TOTAL		114

Q38 What neighborhood of the City do you live in?

Answered: 104 Skipped: 65



City of College Place - 2020 City Services / Budget Survey



ANSWER CHOICES	RESPONSES	
Sunset Villa	0.96%	1
Blalock Orchards (Wallula to the North, Myra to the east, C Street to the south, College Ave to the west)	1.92%	2
Calabria Place Subdivision (Blalock Dr to the north, College Ave to the east, RR Tracks to the south)	0.00%	0
Northwest College Place (RR tracks to the north, College Ave to the east, Whitman Dr to the south, Hussey St to the west)	2.88%	3
Mountain Vista (College Ave to the west, C Street to the north, Larch Ave to the east, Whitman Dr to the south)	4.81%	5
Rima Addition (Larch Ave to the west, C Street to the north, Myra Rd to the east, Bluff to the south)	0.96%	1
Highland Park Subdivision	6.73%	7
Whitman PUD	2.88%	3
College Place #1 Subdivision (Whitman Dr to the north, Elm Street to the east, 4th Street to the south, College Ave to the west)	2.88%	3
Walla Walla University	25.96%	27
Blalock Orchards #1 Subdivision (Whitman Dr to the north, Davis Ave to the east, 4th Street to the south, Academy Way to the west)	1.92%	2
Homestead Village Subdivision (Homestead/Doans Ave area)	7.69%	8
Villages at Garrison Creek Subdivision (Area around Garrison Village Way)	5.77%	6
Garrison Creek Heights Subdivision (Sentry/Marine Dr Area)	1.92%	2
College Place #2 Subdivision (4th Street to the north, Larch Ave to the east, 12th Street to the south, College Ave to the west)	7.69%	8
West College Place (6th Street to the north, College Ave to the east, Mojonner Rd to the south, city limits to the west)	1.92%	2
Scenic View Subdivision (12th Street to the north, Larch Ave to the east, Lamperti St to the south, College Ave to the west)	6.73%	7
Dewey Drive	0.96%	1
Country Estates Mobile Home Park (Scenic View Dr/Mockingbird Dr)	0.00%	0
Autumn Meadows Subdivision (Scenic View Dr/Newgate Area)	0.96%	1
Mountain Vista/Commercial Drive Area (12th Street to the north, Myra Rd to the east, SR 125 to the south, Autumn Meadows to the west)	0.96%	1
Knapp Addition (SE Constitution/Independence Drive Area)	0.96%	1
Harvest Meadows Subdivision (SE Harvest/Larch Ave)	2.88%	3
Meadowbrook Area	0.96%	1
Cedar Bend Subdivision (SE Pepperridge/SE Cedar Bend Drive Area)	0.00%	0
Southwest College Place (Southwest of the College Avenue/Mojonnier Rd Intersection)	1.92%	2
Martin Airfield Area (College Place UGA)	1.92%	2
Wallula Ave Area (College Place UGA)	0.00%	0
Other (please specify)	4.81%	5
TOTAL		104

City of College Place - 2020 City Services / Budget Survey

#	OTHER (PLEASE SPECIFY)	DATE
1	I dont know	7/15/2020 5:11 PM
2	Walla Walla Resident	7/14/2020 11:23 AM
3	Hawthorne Place	7/13/2020 7:18 PM
4	NW Destito Ct	7/10/2020 10:36 PM
5	Walla Walla	7/10/2020 9:12 PM

Q39 Any general comments or suggestions?

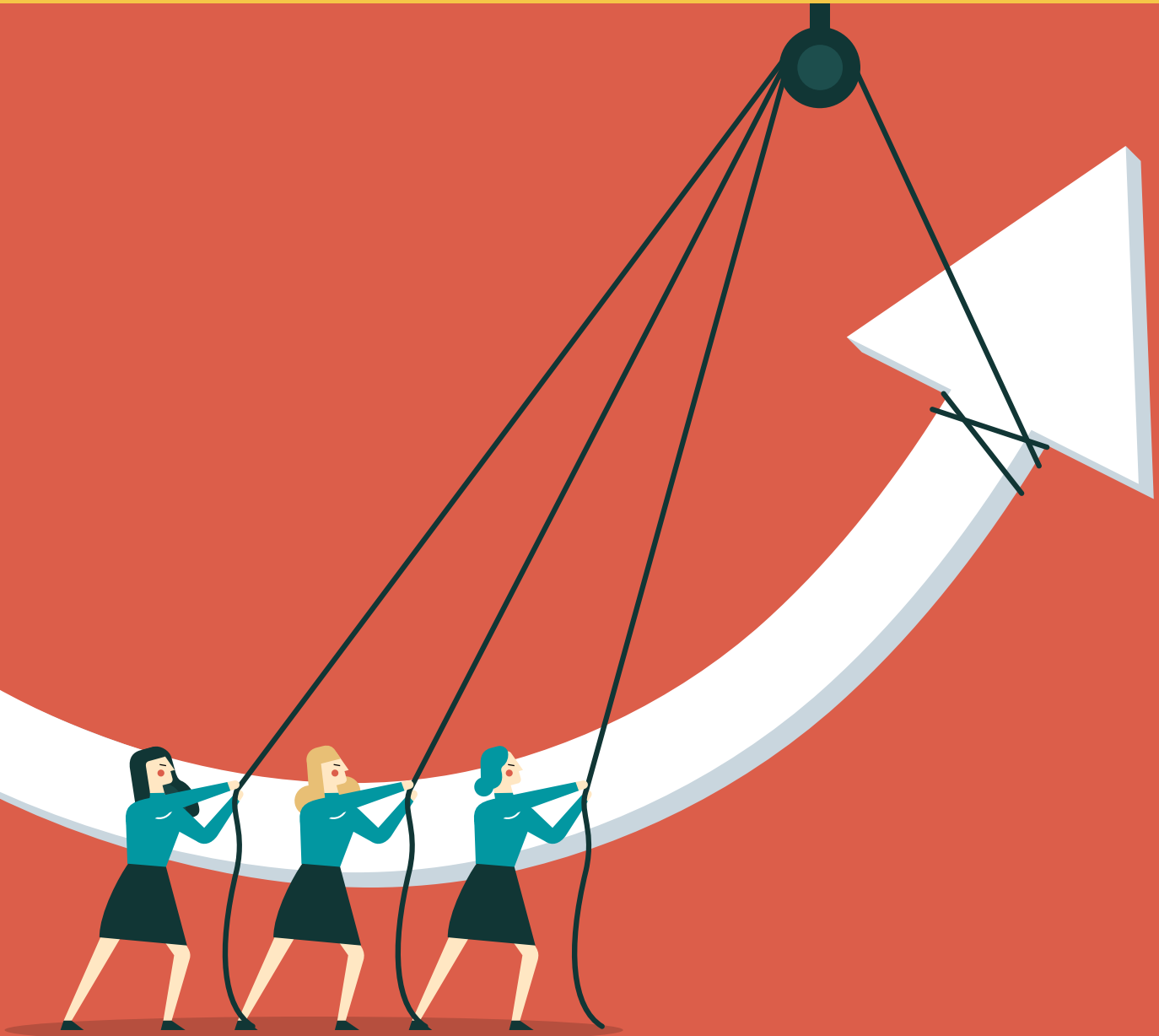
Answered: 37 Skipped: 132

City of College Place - 2020 City Services / Budget Survey

#	RESPONSES	DATE
1	na	7/29/2020 6:57 PM
2	Keep up the good work	7/15/2020 2:38 PM
3	Please support our police department. I see them out there and they seem very worn down. Please provide them the equipment and training they need to continue to make our community safe	7/15/2020 11:49 AM
4	No	7/15/2020 6:57 AM
5	Thank you for posting a survey.	7/14/2020 3:44 PM
6	I hate this middle of nowhere town so much.	7/13/2020 9:01 PM
7	Good job, enjoy living here.	7/13/2020 8:03 PM
8	.	7/13/2020 7:19 PM
9	n	7/13/2020 5:31 PM
10	Thank you for conducting this survey, it makes me feel a bit happier knowing that the city is actually trying to make things better.	7/13/2020 3:55 PM
11	I appreciate the overall feel of the town. It contrasts a lot with the city in Mexico I used to live in. Thank you for your hard work!	7/13/2020 12:43 PM
12	2 patrol officers minimum a shift	7/13/2020 12:41 PM
13	Do not defund the police!	7/13/2020 12:22 PM
14	This is a very nice city, there are not many changes that need to be made	7/13/2020 12:09 PM
15	N/a	7/13/2020 12:00 PM
16	Thank you for the opportunity to help shape College Place's future.	7/13/2020 12:00 PM
17	No	7/13/2020 11:50 AM
18	Just more parks trails. Also streetlights on the side streets.	7/13/2020 11:21 AM
19	When you asked about the City web site I have to confess about 4 yrs ago I tried to glean some info but found it not user friendly, so I haven't been back. So I really don't know about the website just the web site I didn't like to use. I am all most 70 but I am very computer literate.	7/11/2020 3:47 AM
20	Your survey is too long.	7/10/2020 10:36 PM
21	N/A	7/10/2020 9:15 PM
22	The City is doing great! This is the best time to ever work for the City of CP!!!	7/10/2020 9:14 PM
23	I feel it is very important that our police department gets recognized for the good work they do everyday. For safety - I believe 2 patrol officers should be on shift at all times. No officer should work a shift on patrol by themselves . They respond to high priority calls by themselves on a regular basis . I also believe their police department is outdated and not secure. It has been recently renovated but still does not accommodate the officers.	7/10/2020 8:51 PM
24	I really like our PD	7/10/2020 8:35 PM
25	Nope, thanks for doing this survey.	7/9/2020 6:50 AM
26	I do appreciate all the changes that have been happening over the last 2 to 3 years. There is improvement happening and it is quite noticeable thank you	7/7/2020 7:56 PM
27	It's a nice town. It's not a great town. Seems to be stagnating now. Overall, city government here is WAY BETTER than Walla Walla, which is why I'm here. Proximity to M-F seems like a missed opportunity. I hope you can attract more businesses. Keep at it:)	7/7/2020 6:54 PM
28	Stay the faith. Try to keep the citizens informed of long range plans. Keep hiring top notch people.	7/7/2020 5:27 PM
29	This too long	7/7/2020 5:23 PM
30	Consider additions and improvements to our city that will attract remote workers or digital nomads. They will live and contribute to the city economically but will not put a strain on the job market.	7/7/2020 2:30 PM
31	Focus on maintaining what we have and what we enjoy, rather than trying to find ways to expand it, bring in more businesses. Its the small town feeling that people seek most in CP.	7/7/2020 1:55 PM
32	I appreciate Mike's innovative and effective leadership. Keep up the good work!	7/7/2020 1:08 PM
33	Thank you for requesting citizen feedback and for making College Place such a wonderful city to live and raise a family in.	7/7/2020 12:04 PM
34	Find activities for children, our most valuable residents.	7/6/2020 11:41 PM
35	stick to the basics as we go into difficult times. don't try to do it all	7/6/2020 9:38 PM
36	I enjoy how accessible our government public servants are. Thank you!	7/6/2020 9:05 PM
37	Things are a whole lot better than 10-15 years ago. Take the brakes off development. Let clubs	7/6/2020 8:43 PM

City of College Place - 2020 City Services / Budget Survey

and groups use the parks for youth sports and festivals, charge a small fee. get the government out of it.



2021 Budget Suggestions

To view all of MRSC's budgeting resources,
visit mrsc.org/budgeting

2021 BUDGET SUGGESTIONS

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Introduction

Welcome to MRSC's *2021 Budget Suggestions* publication! As always, we try to provide you with timely and relevant information to help you develop your budget, within the constraints we face in obtaining data and forecasts from various state and federal agencies that have an impact on city and county budgets. This year is full of challenges and we hope that you find the publication to be both helpful and insightful as you develop your budget.

Budget Suggestions is an annual event that we are proud to say has been published since 1943 – first by our predecessor organization, the Bureau of Government Research, and since 1970 under the MRSC name as one of our signature publications.

The budgetary procedures and deadlines shown in this publication are the absolute minimums. Budgeting frequently requires more time than anticipated, especially in a year such as this where there is no historical data to base assumptions on. We encourage you to start your budget process early to allow sufficient time for plenty of internal meetings and public hearings to address your jurisdiction's unique budget considerations.

Budget Suggestions focuses primarily on state shared revenue forecasts, economic indicators, state legislation, and proposed initiatives that may impact your budget forecast and development for the forthcoming year and beyond. We have also included a few articles that speak specifically to the challenges presented by the COVID-19 pandemic.

There is also a wealth of budget-related information on the MRSC website, and you will see links throughout the publication to our budget webpages for further information, as well as budgeting tools that are only available on our website. The [State Shared Revenue Estimator](#) tool allows you to click on your entity's name and automatically populate your state shared revenue projections for the upcoming year.

For those who adhere more closely to the statutory timelines, we have developed a downloadable [Outlook calendar for cities](#) that sets the key dates for the budget process into your Outlook calendar. For those new to the budget process, we hope it is a useful tool.

MRSC's [Financial Policies Tool Kit](#) helps local governments maintain their fiscal health through policy areas such as fund balance, reserves, asset and debt management, and cost allocation. As part of your pre-budget process, you should review and update these financial policies to ensure that they are still relevant and meet your jurisdiction's objectives.

And finally, for those of you looking to understand existing or potential revenue sources, we have expanded and updated our [City Revenue Guide](#) and [County Revenue Guide](#), including in-depth discussion of property taxes, sales taxes, ballot measures, and much more.

You can view all of these resources and more at mrsc.org/budgeting.

Just like your budget, *Budget Suggestions* is a team effort. Toni Nelson, Finance Consultant, is the primary author of this publication and website content, and Mike Bailey, Finance Consultant, has contributed the sections on the state and national economies and budgeting in uncertain times. Steve Hawley, Senior Communications Coordinator, edited the publication and related website content and wrote the article on ballot measure validation. Angela Mack, Graphic Designer makes it all look good! If you have any comments about this year's *Budget Suggestions* publication or our online budget resources, we'd love to hear them! Please send your comments to Toni Nelson at tnelson@mrsc.org.

Be safe, stay healthy, and happy budgeting!

The Budget Process

2021 Budget Calendar – Cities and Towns

The annual budget preparation procedures and deadlines for cities are found in [chapter 35A.33 RCW](#) (code cities) and [chapter 35.33 RCW](#) (all other cities and towns except Seattle) and outlined below. The procedures and deadlines are the same for biennial budgets, although the statutory citations are different (see [Biennial Budgets](#)).

Most of the pre-budget items listed below are recommendations only and are not required by statute. The rest of the items are based on statutory deadlines; cities and towns can take these steps earlier than listed or adopt different deadlines for some of these steps by ordinance or charter. We recommend that each city and town develop a timeline that best meets its needs, ensures compliance with the statutes, and provides sufficient time to prepare this vital financial plan.

For examples of budget preparation calendars adopted by cities and towns, as well as a downloadable calendar that will load all of this information directly into your Outlook calendar, see our webpage [2021 Budget Calendar for Cities and Towns](#).

For a detailed explanation of the budget requirements, as well as some helpful practice tips, see our webpage [Budget Preparation Procedures for Cities and Towns](#).

March—August	Pre-Budget Items Council retreat. Update and/or adopt financial policies. Public hearings for capital facility plan updates. Public forums or community outreach (ex: community priorities). Mayor/Manager communicates budget objectives to staff.
September	Sept 14 Budget request to all department heads. Sept 14–27 Department heads prepare estimates of revenues and expenditures. Clerk prepares estimates for debt service and all other estimates. Sept 25 Implicit price deflator calculated (only applies to cities of 10,000+ population). Sept 28 Budget estimates from department heads filed with clerk.
October	Oct 1 Clerk provides estimates filed by department heads to Mayor/Manager showing complete financial program. Oct 5 Mayor/Manager provides Council with estimates of revenues from all sources including estimates prepared by clerk for consideration of setting property tax levy. Mid-October to Mid-November (suggested) Required public hearing on revenue sources including possible increases in property tax.
November	Nov 1 Mayor/Manager prepares preliminary budget and budget message. Files with clerk and council. Nov 1–18 Publication notice of preliminary budget and final hearing. Nov 1–25 Public hearing(s) on preliminary budget. Public hearing on revenue sources for levy setting. Nov 20 Copies of budget available to public Nov 30 Property tax levies set by ordinance and filed with the County.
December	Dec 7 Final budget hearing. Dec 31 Budget adoption.

2021 Budget Calendar – Counties

The budget preparation procedures and deadlines for counties are found in [chapter 36.40 RCW](#) and outlined below. The procedures and requirements are the same for both annual and biennial budgets, although biennial budgets have an additional mid-biennium review and adjustment period (see [Biennial Budgets](#)).

Most of the pre-budget items listed below are recommendations only and are not required by statute. The rest of the items are statutory deadlines; the board of commissioners may alter the dates for some of these budget processes to conform to the optional alternative preliminary budget hearing date in December ([RCW 36.40.071](#)). Many counties have adopted alternative dates, and we recommend each county develop a timeline that best meets its needs, ensures compliance with the statutes, and provides sufficient time to prepare this vital financial plan.

If your county is using the alternate dates, some county officials have noted that there is a conflict between [RCW 84.52.070](#), which requires levies to be certified by November 30, and [RCW 36.40.071-090](#), which require the board of commissioners to fix the levy amounts *after* the final budget hearing (beginning on the first Monday in December). DOR recently circulated a [Draft Property Tax Advisory](#) (PTA) regarding when and how taxing districts must certify levy amounts to the county assessor, but it does not address this statutory conflict, which would require new legislation. **However, counties must certify their levies by November 30 or else they risk losing any property tax increase for the upcoming year.** For questions about the PTA, contact Miki Gearhart at MikiG@dor.wa.gov.

For examples of budget preparation calendars adopted by counties, see our webpage [2021 Budget Calendar for Counties](#). For a detailed explanation of the budget requirements, as well as some helpful practice tips, see our webpage [Budget Preparation Procedures for Counties](#).

March—June	Pre-Budget Items Strategic planning sessions to develop goals and priorities. Update and/or adopt financial policies. Public hearings for capital facility plan updates for GMA planning counties. Capital improvement plan updates for partially planning GMA counties. Communicate budget objectives to county departments and elected offices.
July	July 13* County auditor or chief financial officer (CFO) notifies all officials of the request for budget .
August	Before Aug 10* Auditor or CFO prepares estimates for debt service and all other estimates not called for in the notification to officials. Aug 10* Budget estimates from all officials filed with auditor or CFO..
September	Sept 1* Preliminary county budget prepared by auditor or CFO is submitted to the commissioners. Sept 23* Notice of public hearing on budget and tax levies. Copies of budget available to the public. Sept 25 Implicit price deflator calculated (only applies to counties of 10,000+ population).
October/November	Oct 5* Final budget hearing by board of commissioners. Nov 30 County legislative authority to certify to the county assessor the amount of taxes to be levied upon property in the county.
December	Dec 7 Alternate final budget hearing on preliminary budget. Dec 31 Budget adoption.

** Dates may be altered if county is using alternate budget calendar*

Biennial Budgets

CITIES AND TOWNS

All cities and towns may budget on a biennial (two-year) basis if desired (see [chapter 35A.34 RCW](#) for code cities and [chapter 35.34 RCW](#) for all other cities and towns). By statute, the biennial fiscal period must start on January 1 of an odd-numbered year and end on December 31 of the following even-numbered year.

The upcoming biennial budget period is 2021-2022, which means all cities and towns that budget on a biennial basis will be preparing their budgets according to the same procedures and deadlines as the annual budget timelines (see the section [2021 Budget Calendar – Cities](#)). Cities are required to review and modify the budget by ordinance between September 1 and December 31 of the first year of the biennium ([RCW 35.34.130/RCW 35A.34.130](#)).

Any city or town that currently budgets on an annual basis and wants to switch to a biennial budget process must pass an ordinance to that effect no later than June 30 of the preceding even-numbered year, six months before the beginning of the fiscal biennium ([RCW 35A.34.040/RCW 35.34.040](#)). The deadline for adopting an ordinance establishing a biennial budget process for the next biennium (2021-2022) was June 30, 2020. If your city wants to transition to a biennial budget but has not yet adopted the required ordinance, your next opportunity to convert will be for the 2023-2024 biennium. You will need to adopt the required ordinance no later than June 30, 2022.

The same statute also allows a city or town to revert from a biennial budget process to an annual budget process by repealing the ordinance that established the biennial budget procedure. The repeal must take effect at the end of a fiscal biennium; cities and towns may not abandon the biennial budget process halfway through the biennium. During the final (even-numbered) year of the biennium, the city or town would then prepare and adopt an annual budget to take effect January 1 of the following (odd-numbered) year.

For more information, including a list of cities and towns using a biennial budget process, examples of resolutions adopting or abandoning a biennial budget process, and examples of biennial budget preparation calendars, see our webpage on [Biennial Budgeting](#).

For information on public hearing requirements, see the [Budget Hearings](#) section.

Mid-Biennium Review and Adjustment Dates for Cities and Towns

September 1-December 31 of odd-numbered years: Mid-biennial review and modification must be completed no sooner than September 1 and no later than December 31. Public hearing and public notice are required and modifications, if any, must be adopted by ordinance. Copies of the mid-biennial review must be transmitted to the State Auditor's Office and MRSC (representative for AWC) after adoption (see [RCW 35.34.120/RCW 35A.34.120](#)).

November 30: Deadline for cities/towns using a biennial budget to certify to the county assessor the amount of property taxes to be levied for the second year of the biennium. Any city/town that misses this deadline may not increase its levy above the prior year's level.

COUNTIES

Any county may adopt a biennial budget ([RCW 36.40.250](#)). Unlike cities, counties may start the biennium on January 1 of any year.

The calendar for developing a biennial budget is identical to the annual budget calendar (see [2021 Budget Calendar – Counties](#)). In addition, each county adopting a biennial budget must provide for a mid-biennial budget review and modification for the second year of the budget cycle. The modification must be adopted by resolution or ordinance. No exact deadline is provided, but in practice the budget should be reviewed and modified by the end of the first year of the biennial budget cycle.

To switch from an annual budget process to a biennial budget process, a county must adopt a resolution or ordinance to that effect. Unlike cities, the county statute gives no indication of when this ordinance or resolution must be passed. Practically speaking, it probably needs to be done no later than April 1 so that the request for budget proposals to county officials and department heads can outline the change and allow sufficient time to prepare the estimates that are due to the county auditor or CFO in August.

The statute also provides an option for counties to adopt a biennial budget for some funds – with the same mandatory mid-biennium adjustment – and an annual budget for others.

A county may also revert to an annual budget process by repealing the ordinance that established the biennial process. The repeal must take effect at the end of a fiscal biennium; counties may not abandon the biennial budget process halfway through the biennium. During the final year of the biennium, the county would then prepare and adopt an annual budget to take effect January 1 of the following year.

For more information, including a list of counties using a biennial budget process, examples of resolutions adopting or abandoning a biennial budget process, and examples of biennial budget preparation calendars, see our webpage [Biennial Budgeting](#).

For information on public hearing requirements, see the [Budget Hearings](#) section.

Mid-Biennium Review and Adjustment Dates for Counties

November 30: Deadline for board of county commissioners to certify to the county assessor the amount of property taxes to be levied for the coming fiscal year, regardless of whether the county is using an annual or biennial budget process. Any county that misses this deadline may not increase its levy above its current level.

December 31: Suggested deadline for mid-biennium review and modification. While [RCW 36.40.250](#) requires a mid-biennium review and modification, it does not provide specific deadlines for this procedure but refers the county to the State Auditor for requirements. The State Auditor's Office BARS Manuals do not currently prescribe any specific requirements for this mid-biennium review. Our office recommends using the same public hearing and public notice process that is used for a supplemental budget appropriation ([RCW 36.40.100](#)).

Budget Hearings

“How many public hearings are required for the budget process?” is one of those frequently asked questions at budget time. The following guidance reflects the minimum requirements.

CITIES AND TOWNS



COVID-19 impacts: It is possible that jurisdictions may have to hold their budget hearings partially or entirely remotely this year due to the COVID-19 pandemic. For the current requirements regarding open public meetings, see our webpage [COVID-19 Operations and Personnel Issues](#).

By MRSC’s analysis, each city or town must hold at least three public hearings during the budget preparation process. The minimum statutory requirements are addressed below, but please note that some cities may have adopted additional public hearing requirements by policy.

Public Hearing #1: Property Taxes/Revenue Sources. See [RCW 84.55.120](#). The legislative body must hold a public hearing on revenue sources for the coming year’s budget, including consideration of possible increases in property tax revenues, prior to the property tax certification deadline, which is November 30. After the hearing, a city/town may choose to pass an ordinance at the same meeting establishing the property tax levy in terms of total dollars and percent increase from the previous year. This ordinance may cover a period up to two years, but in practice most jurisdictions – even biennial budget jurisdictions – hold a revenue hearing every year.

Because of the importance of revenue forecasting as a precursor to presenting a structurally balanced budget, we suggest that the property tax hearing precede the preliminary budget hearing (see below). This would place the property tax hearing sometime between mid-October and mid-November.

Official notices must be placed in the official newspaper of the city/town prior to the public hearing. While the statute does not specifically address the length of time prior to the hearing that notice must be given, it is our recommendation that notice be provided no later than one week prior to the public hearing to ensure that the statutory intent and underlying purpose of notice is reasonably fulfilled.

Public Hearing #2: Preliminary Budget Hearing. See [RCW 35.33.057/RCW 35A.33.055](#) (annual budgets) and [RCW 35.34.090/RCW 35A.34.090](#) (biennial budgets).

The legislative body, or a committee thereof, must schedule preliminary “hearings on the budget or parts thereof” *prior* to the final budget hearing, which must be on or before the first Monday in December, and may require the presence of department heads to give information regarding estimates and programs. Public notice is required, but beyond the requirement to publish in the official newspaper of the city/town there are no additional publication requirements stated in statute. However, as with the property tax hearing, we recommend a minimum of one week’s publication notice.

Since the statutory language references “hearings” as plural, it has long been MRSC’s opinion that more than one preliminary budget hearing is required. However, since the statute also states that the hearings may be “on the budget or parts thereof,” we also conclude that cities and towns may count the property tax/revenue hearing outlined above as one of the required preliminary hearings. This means cities and towns must hold at least one preliminary budget hearing in addition to the property tax/revenue hearing.

Public Hearing #3: Final Budget Hearing. See [RCW 35.33.071/RCW 35A.33.070](#) (annual budgets) and [RCW 35.34.110/RCW 35A.34.110](#) (biennial budgets).The final budget hearing must begin on or before the first Monday in December and may continue from day-to-day beyond the first Monday but it must conclude no later than December 7 (the 25th day prior to the next fiscal year). This year the deadline to start and finish the final budget hearing happen to be the same day (Monday, December 7). If you anticipate a continuation, you may want to schedule your final budget hearing to begin on or before December 1.

Official notice of the final budget hearing must be published once a week for two consecutive weeks in the official newspaper. See [RCW 35.33.061/RCW 35A.33.060](#) (annual budgets) and [RCW 35.34.100/RCW 35A.34.100](#) (biennial budgets). The timing of this notice can be challenging for those cities and towns that have an official newspaper with less than a daily release schedule, so careful planning is required.

COUNTIES

By MRSC’s analysis, each county must hold at least two public hearings during the budget process. The minimum statutory requirements are addressed below, but please note that some counties may have adopted additional public hearing requirements by policy.

Public Hearing #1: Property Taxes/Revenue Sources. See [RCW 84.55.120](#). The legislative body must hold a public hearing on revenue sources for the coming year’s budget, including consideration of possible increases in property tax revenues, prior to the property tax certification deadline, which is November 30, and prior to the final budget hearing.

Official notice is required in the county’s official newspaper. While the statute does not specifically address the length of time prior to the hearing that notice must be given, it is our recommendation that notice be provided no later than one week prior to the public hearing to ensure that the statutory intent and underlying purpose of the notice is reasonably fulfilled.

After the hearing, a county may choose to pass an ordinance at the same meeting establishing the property tax levy in terms of total dollars and percent increase from the previous year. This ordinance may cover a period up to two years, but in practice most jurisdictions – even biennial budget jurisdictions – hold a revenue hearing every year.

Public Hearing #2: Final Budget Hearing. See [RCW 36.40.070/RCW 36.40.071](#). The legislative body must meet on the first Monday in October, or alternatively the first Monday in December if using the alternate budget dates, for the budget hearing. Officials in charge of county offices, departments, services, and institutions must appear at the hearing and may, at the appropriate time, be questioned concerning their budget estimates by the commissioners or any taxpayer.

The hearing may be continued from day-to-day but may not exceed a total of five days. Upon conclusion of the hearing, the legislative body must fix and determine each budget item separately and must adopt the budget by resolution.

Official notice of the final budget hearing must be published once a week for two consecutive weeks, immediately following adoption of the preliminary budget, in the county’s official newspaper ([RCW 36.40.060](#)). The timing of this notice can be challenging for those counties that have an official newspaper with less than a daily release schedule, so careful planning is required.

BUDGET HEARINGS FOR BIENNIAL BUDGET MID-BIENNIUM ADJUSTMENTS

Cities/Towns

By MRSC's analysis, each city or town must hold at least two public hearings for the mid-biennium review and adjustment. Some cities may have adopted additional public hearing requirements by policy. The biennial budget statutes state that cities "shall provide for public hearings on the proposed budget modification" and "shall provide for publication of notice of hearings consistent with publication of notices for adoption of other city or town ordinances." See [RCW 35.34.130/RCW 35A.34.130](#).

Because "hearings" is plural, it is our interpretation that at least two public hearings are required. However, as with the initial budget development, the property tax/revenue hearing ([RCW 84.55.120](#)) can count as one of the hearings. After the revenue hearing, cities must hold at least one additional public hearing on the mid-biennium review and adjustment.

Counties

[RCW 36.40.250](#) provides counties with the authority to adopt a biennial budget and states that there must be a "mid-biennium review and modification for the second year of the biennium." However, the statute goes on to state that "[t]he state auditor shall establish requirements for preparing and adopting the mid-biennium review and modification for the second year of the biennium."

The State Auditor's Office provides limited guidance through its BARS manuals for the budget process and there are no additional requirements or guidance for the mid-biennium review. MRSC recommends that those counties with a biennial budget follow the same requirements as outlined above for cities.

PUBLIC HEARINGS FOR BUDGET AMENDMENTS

After the budget is adopted, cities, towns, and counties may amend the budget at any time. It's especially important to monitor budget appropriation levels as you reach the end of your budget cycle. Cities, towns, and counties must have sufficient budget appropriations available for all expenditures including open period expenditures. Budget amendments, if any, must be adopted on or before December 31. Most budget amendments do not require public hearings under state law, although some jurisdictions may have adopted public hearing requirements by policy.

Cities, towns, and counties are not required to hold public hearings on budget amendments related to "nondebtable" emergencies – see [RCW 35.33.081/RCW 35A.33.080](#) (city/town annual budgets), [RCW 35.34.140/RCW 35A.34.140](#) (city/town biennial budgets), and [RCW 36.40.180](#) (counties). Public hearings are also not required for expenditures of unanticipated revenues, transfers within a single fund, or budget reductions. These types of amendments must be made by ordinance but do not require a public hearing.

However, public hearings are required for increasing expenditures for other "public emergencies" that are not considered "nondebtable" – see [RCW 35.33.091/RCW 35A.33.090](#) (city/town annual budgets), [RCW 35.34.150/RCW 35A.34.150](#) (city/town biennial budgets), and [RCW 36.40.140](#) (counties). For cities and towns, the public notice requirements are not specifically outlined in statute. MRSC recommends following the same notice requirements of the preliminary budget hearing. Counties must publish notice of the hearing, as well as a resolution stating the facts of the emergency and the estimated amount of money required to meet it, once in the official county newspaper at least one week before the hearing.

Demographic and Economic Indicators

Population Estimates

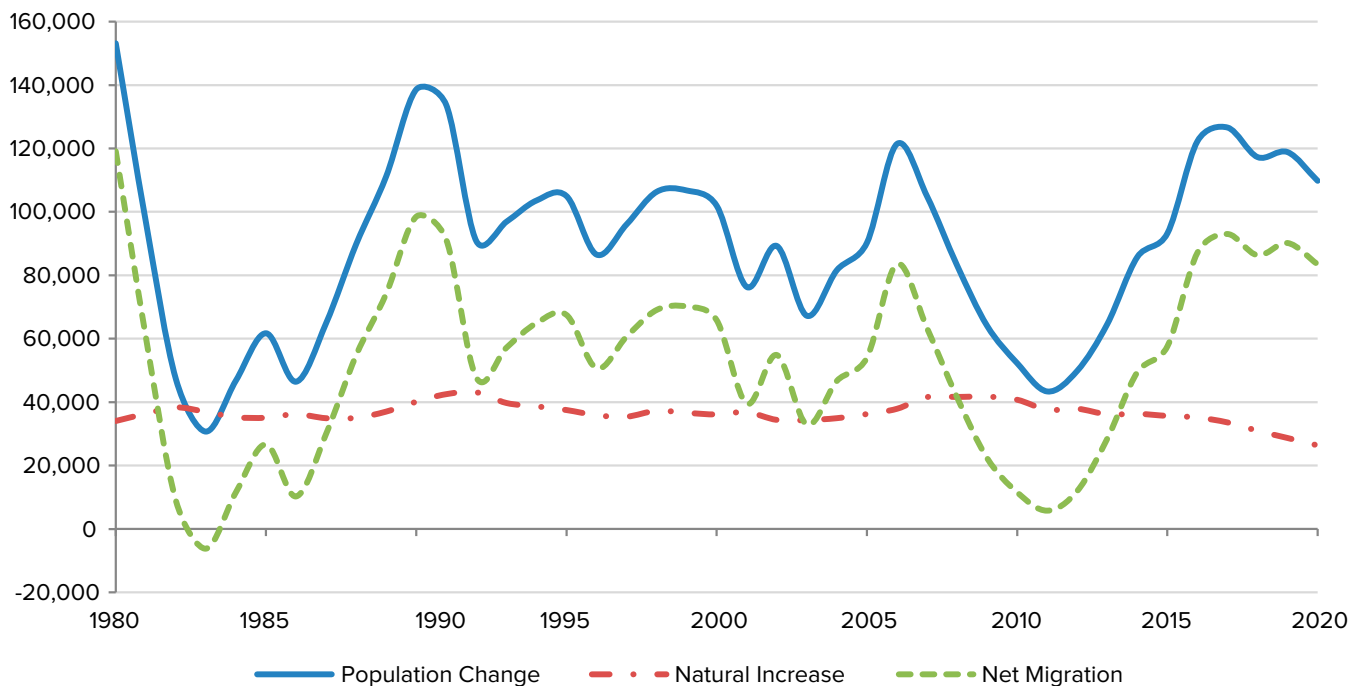
Population estimates are of particular importance to cities and counties, as they not only indicate whether the population is growing and how quickly, but they also form the basis for the distribution of many state shared revenues (see [State Shared Revenues](#) chapter).

The Office of Financial Management (OFM) is responsible for determining populations of all cities, towns, and counties every year as of April 1. Those estimates are certified to the secretary of state on or before July 1 and distributed to the state agencies responsible for making allocations or payments to local governments. The updated distribution rates then take effect on January 1 of the following year.

According to [OFM's April 1, 2020 population estimates](#), the state's total population now exceeds 7.6 million, an increase of almost 110,000 (1.5%) over the past year. According to OFM, the average population increase over the past decade has been 93,200 people per year, which exceeds the previous decade's average of 83,000 per year by more than 10%.

Most of this increase – over 83,400 people, or 76% – continues to be driven by migration as more people move into Washington than move out. The remaining 24%, or almost 26,400 people, is a result of natural increase (births minus deaths). Natural increase continues to drop year over year: last year's natural increase was 10% lower than the year before and 37% lower than the most recent peak in 2009.

Components of State Population Change



Credit: Washington State Office of Financial Management

Population growth remains concentrated in the five largest metropolitan counties – Clark, King, Pierce, Snohomish, and Spokane – which represent 70% of the population growth. However, smaller counties continue to see solid growth, with Kittitas County noted as the fastest-growing county at 3.4% followed by Clark, Douglas, and Franklin counties with 2.2% year-over-year growth rates. The five largest counties account for over 65% of the overall population in Washington State, with 21% in other metropolitan counties (populations between 100,000 and 500,000) and the remaining 14% in nonmetropolitan counties (populations less than 100,000).

In total, about 4.99 million people (65%) live in cities and towns, with the remaining 2.66 million (35%) living in unincorporated areas. On a numerical basis, incorporated areas grew by almost 80,000 people last year, compared to roughly 30,000 in the unincorporated areas. Of note is the fact that the rural county of Franklin was the fastest growing county for the past decade with a 19.2% growth rate.

To see your jurisdiction's total population and recent changes, refer to OFM's [April 1, 2020 population estimates](#) or our [Tax and Population Data webpage](#).

State shared revenue distributions made by the Office of the State Treasurer are adjusted quarterly to reflect shifts in population due to annexations that may have taken effect during that time. These numbers are typically small and do not have a significant impact on state shared revenues for most jurisdictions. The more significant impact is on “core revenues” such as property taxes and sales taxes, which will increase for the cities and towns affected and decrease for affected counties. (See [Core Revenues](#) and [Population and Annexation Adjustments](#) sections).

Economic Factors

There are several economic factors that, for many, are instinctively incorporated into the budget forecasting process, especially if using judgmental forecasting and/or historical trend analyses. In particular, economic conditions may have an impact on revenue projections, especially in jurisdictions that are heavily dependent upon retail sales tax.

Major components of economic modeling in the budget process include inflation, employment, population growth, and the prevalence or concentration of particular industries within the local jurisdiction.

STATE AND NATIONAL ECONOMIES

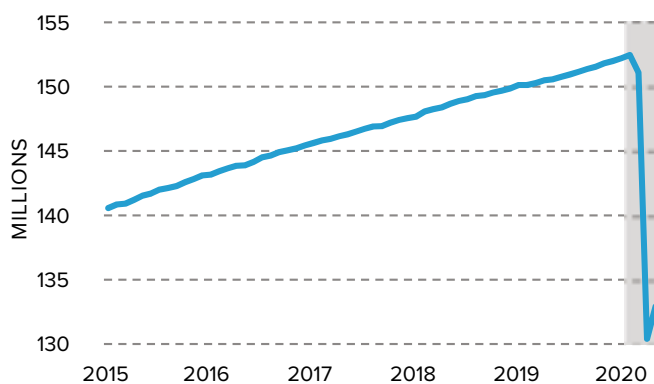
Wow! What a difference a few months can make. MRSC's Mike Bailey is still reviewing budgets for the GFOA's Distinguished Budget Award program that were drafted early in the year. They tout the strong economy and related opportunities. That strong economy resulted from the longest-running economic expansion in U.S. history – over 10 years in the making. However, as we all know, that expansion quickly turned into the steepest employment decline in history as a result of the response to the COVID-19 pandemic.

One of the resources we often review and refer our customers to is the Washington State [Economic and Revenue Forecast Council \(ERFC\)](#). ERFC publishes quarterly economic forecasts for the state, with monthly updates in between. Since the economic situation is changing so rapidly and in such unprecedented ways, the information below may already be outdated by the time you read it, so we encourage you to check the ERFC for regular updates.

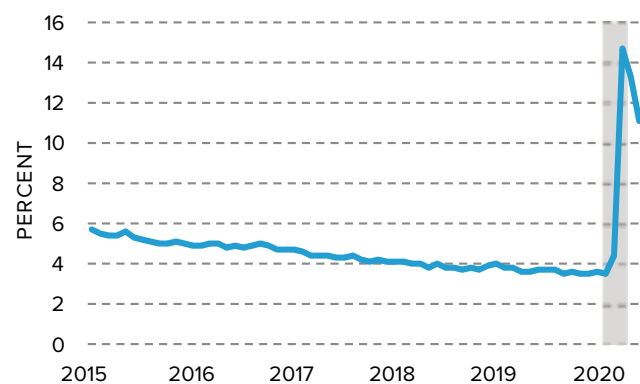
At the time of publication, ERFC's most [recent quarterly economic update](#) was from June 2020, with an additional monthly update in July.

At a national level, these two charts from the ERFC tell the story of a long period of robust growth followed by a cataclysmic decline.

Job Growth Turned Positive in May



The Unemployment Rate Has Declined



We continue to see a bit of a “bounce back” from the historic declines in jobs, retail activity, and other measures of the economy. However, as illustrated above, that bounce back continues to be relatively minor in contrast to the decline that has occurred.

The exception has been the stock market, which declined during the early days of the pandemic but has (by some measures) recovered to near “pre-COVID” levels. This is illustrated in the charts on the next page.

Dow Jones Averages (YTD)



NASDAQ Index (YTD)



The NASDAQ has even posted new high levels during this pandemic. Speculation continues as to why, but the consensus seems to be that certain stocks represent the best opportunity for investment rate returns as compared to other markets. If so, the recovery would be related to speculative investment opportunities rather than underlying market fundamentals.

At a state level, Washington lost an unprecedented 468,000 jobs in April before experiencing a slight rebound in May. The statewide unemployment rate skyrocketed to 16.3% in April, the highest on record dating back to 1976, before declining to 9.8% as of June. While that figure is not quite as bad, it is still comparable to the depths of the Great Recession in 2010. [At the county level](#), unemployment currently ranges from a low of 6.1% in Whitman County to a high of 12.4% in Ferry and Grays Harbor counties.

Retail sales declined over 13% (year-over-year) in April and B&O tax receipts declined 10%. A lag in data collection at the state and local level creates an additional challenge in attempting to pinpoint the real economic effects on these tax revenues (and the economic activity they reflect).

The big question for all of us as we begin to fine-tune our revenue forecasts is, “What’s next?” The answer is a resounding, “It depends!” At this point most are just beginning to see some elements of data that enable some analysis, so there remain a lot of unknowns as to what is actually happening right now. There has been discussion about more federal stimulus bills this summer that might provide a boost to individuals and businesses and/or help shore up state and local budgets, but at this point that’s all speculation.

In addition, Washington is a very diverse state. Different businesses, industries, and areas of the state have been impacted differently. The [Facteus Insight Report on Consumer Spending and Transactions \(FIRST\)](#) tracks national consumer spending on a weekly basis in response to COVID-19 and shows major year-over-year decreases continuing in industries such as travel, tourism, restaurants, and entertainment, but increases in other retail sectors including grocery stores, department stores, discount and wholesale stores, as well as specialty areas such as athletic equipment and outdoor recreation, office equipment and furniture, and travel trailers and motor homes.

We are hearing that many local governments that depend heavily on property taxes expect very little impact to their revenues in the long term, but some will see cash flow interruptions in the short term due to extensions on property tax due dates. Conversely, some of our communities are dependent on tourism to fuel their local economies and their local government budgets. These cities, towns, and counties are expecting to see significant revenue losses.

At the same time, online purchases have increased around 40% during the pandemic, and we are hearing from some local governments that they are beginning to see more significant collection of sales taxes on remote sales due to the Supreme Court’s [Wayfair Decision](#) and passage of the Marketplace Fairness Act.

In conclusion, we've seen several estimates (and speculation) on what the future holds for the Northwest economy and the related impacts on local government revenues. Some were quick to sound the alarm and estimate (speculate) certain revenue impacts both for the balance of 2020 as well as into 2021. We noted the initial advice of the King County Office of Economic and Financial Analysis which said it was too early to know what the impacts will be. (That has been our sense of it as well.) Since that time, they've been able to better understand the data that's coming available and [provide some guidance to their decision makers](#) which we would recommend to others who share in the Puget Sound economy.

The economic picture is changing rapidly, and we recommend following the [Economic and Revenue Forecast Council](#), federal [Bureau of Economic Analysis](#), state Employment Security Department's [Labor Market and Economic Analysis](#), and the [King County Office of Economic and Financial Analysis](#) for updates.

CONSUMER PRICE INDEX

The Consumer Price Index (CPI) is one of the most widely used measures of inflation, and along with the Implicit Price Deflator (IPD), it is one of the two most frequently watched economic indicators for local governments in Washington State.

The CPI is a measure of the average change in prices paid over time for a fixed "market basket" of goods and services. The CPI reflects the spending patterns of two groups:

- The CPI for **urban consumers (CPI-U)** measures the percentage change in prices faced by urban consumers and represents approximately 93% of the nation's population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including urban wage earners and clerical workers.
- The CPI for **urban wage earners and clerical workers (CPI-W)**, sometimes referred to as the "blue collar measure," is a subset of the CPI-U. Its market basket reflects the expenditures of urban households that derive more than half their income from clerical and hourly wage jobs, covering approximately 29% of the population.

National CPI updates are published every month by the Bureau of Labor Statistics (BLS). BLS also publishes metropolitan indexes for certain areas, including a Seattle index that is published every two months.

However, BLS recommends the use of the national CPI-U or CPI-W indexes for all contract adjustments, due to the fact that the metro indexes are published less frequently and are based on a smaller sample, making them more volatile and subject to measurement error.

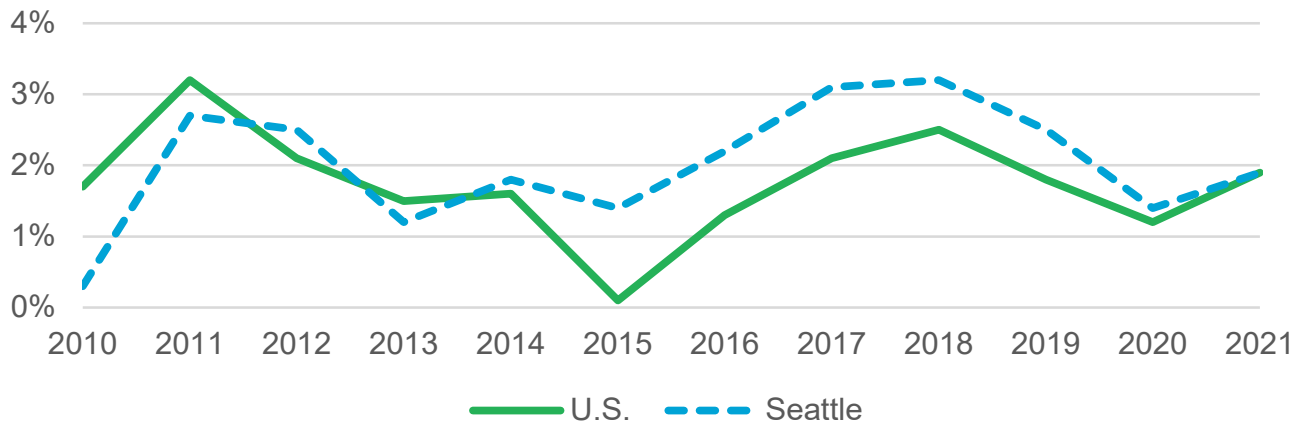
None of these indexes measure price changes in rural areas – but realizing that towns and counties in rural areas need some indicator to use, we recommend using one of the national indexes.

For those jurisdictions that do rely on a metro index, the BLS publishes a single metro area index for the Pacific Northwest, which is the Seattle-Tacoma-Bellevue index (consisting of the three largest counties of King, Pierce and Snohomish). The previously published Portland-Salem index, which included Clark County, was eliminated in 2017 when the BLS updated the major geographic indices.

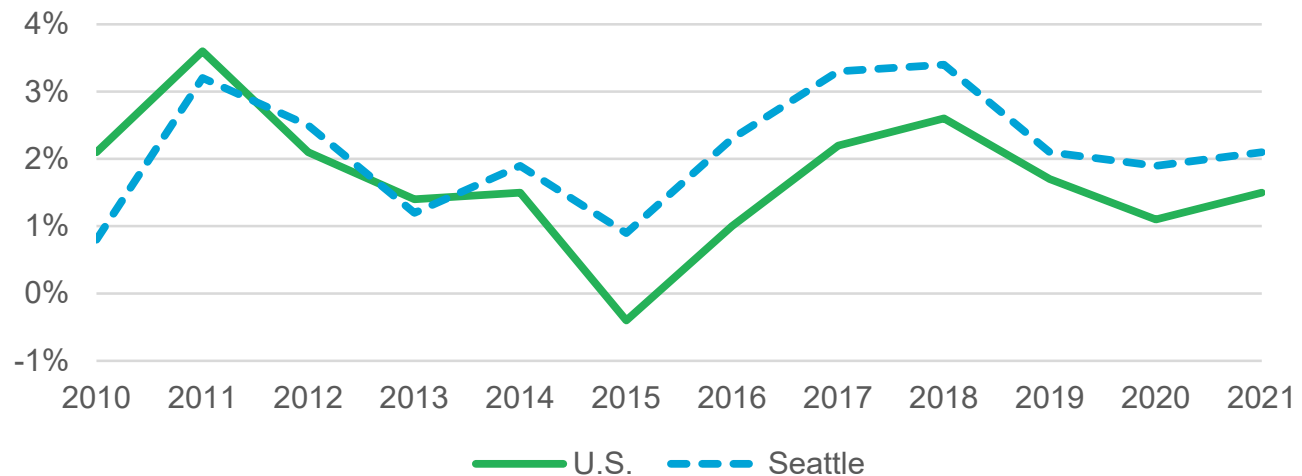
The charts on the next page show the annual average change for the CPI-U and CPI-W indexes over over the last 10 years, plus projections for 2020 and 2021. The 2020 and 2021 projections for the CPI-U come from the ERFC June 2020 Washington State Economic and Revenue Forecast (see [Table A4.1](#)). The ERFC forecast does not include projections for the CPI-W, so our projections are based upon current statistical data.

For more information, including the most recent data releases, see our [Consumer Price Index](#) webpage.

CPI-U Annual (Calendar Year) Change and Projections, 2010–2021



CPI-W Annual (Calendar Year) Change and Projections, 2010–2021



IMPLICIT PRICE DEFLATOR

The implicit price deflator (IPD) for personal consumption expenditures is the other major inflation index followed by local governments in Washington, and it is primarily of interest to taxing jurisdictions with a population of 10,000 or more.

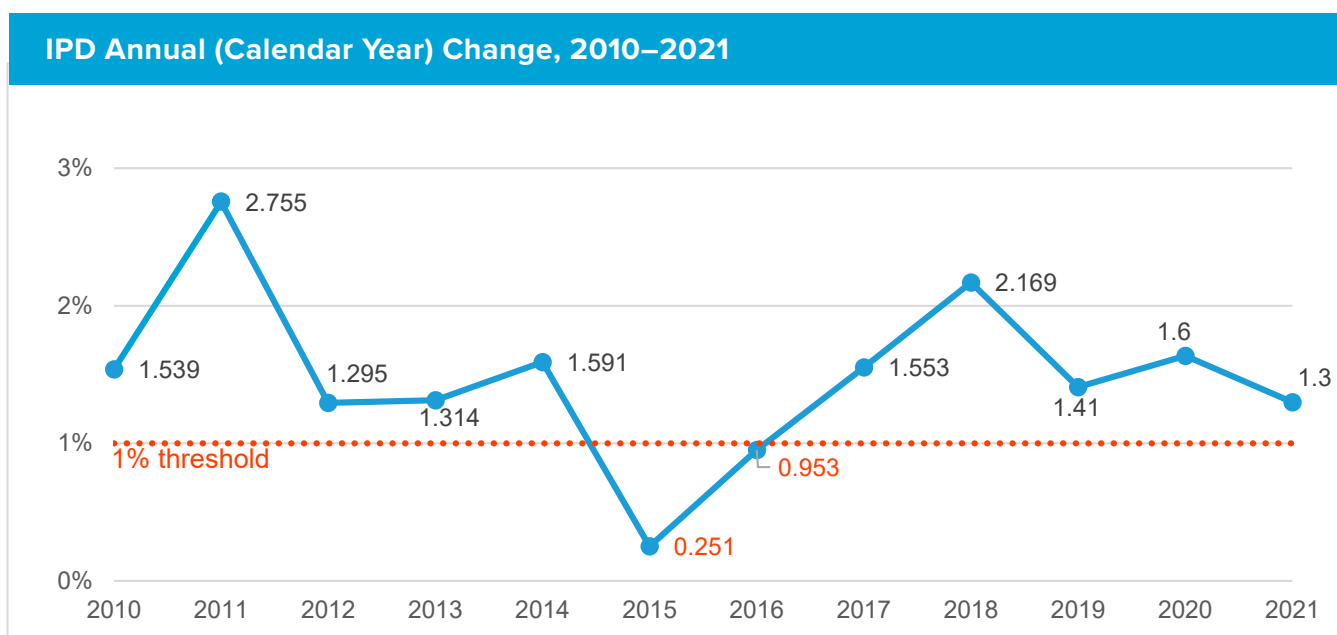
The IPD is published quarterly by the federal Bureau of Economic Analysis, with monthly estimates, and it became an integral part of the process of setting property tax increases after the passage of Initiative 747 in 2001. Taxing districts with a population of 10,000 or more may increase their total annual levy amount by 1% or the percentage increase of the IPD, whichever is less – which can be a big deal in years when the IPD falls below one percent.

However, if the IPD falls below the one percent cap, a taxing district with a population of 10,000 or more can still increase its levy amount beyond the IPD increase and up to the full 1% if it adopts a resolution or ordinance declaring a “substantial need” to increase the levy above the IPD rate.

Taxing districts with a population under 10,000 are not impacted by the IPD and may increase their total annual levy amount the full 1% regardless of the IPD.

The chart below shows the change in the IPD over the past 10 years, plus projections for 2020 and 2021. The IPD data shown for each year was used to set property tax levies for the subsequent levy year. The 2020 figure is the current [BEA forecast](#) as of June 25, 2020. According to the BEA personal income and outlays report of June 26, the full economic effects of the COVID-19 pandemic cannot be quantified in the personal income and outlays estimates, which both affirms the severity of the impact and the complexities of forecasting the IPD into the future. The 2021 projection come from the ERFC June 2020 Washington State Economic and Revenue Forecast (see [Table A1.3](#)).

The IPD number used for the property tax levy setting is officially declared by the Department of Revenue (DOR) on September 25 ([RCW 84.55.005](#)), and over the past few years the IPD number used has been the first estimate for the second quarter, which is typically the August publication. The September BEA release usually occurs after the September 25 statutory date, and this year is no exception. The BEA release date is set for September 30, so the August release will determine the official IPD rate, which will be confirmed by an official notice from the Department of Revenue on September 25.



At this time, the IPD appears safely above 1% for 2020, which means cities and counties with a population over 10,000 should be able to increase their 2021 levy amounts the full 1% without having to declare a finding of substantial need. Each June the BEA conducts an annual update of the data that includes the last five years of quarterly IPD numbers. The national income and product accounts (NIPAs) where the IPD is calculated ([Table 1.1.9](#)) will be adjusted to reflect new and improved methodologies and incorporate new source data. Each year we typically see the IPD rate change significantly from the previous months due to this annual statistical update. The BEA news release [Annual Update of GDP Statistics Coming July 30](#) provides further detail.

We will publish the official IPD figure in our blog and e-newsletters in late September. Make sure you are signed up for our [In Focus: Finance](#) newsletter so we can send you the information as soon as it is released. For more information – including examples of substantial need findings in the event that the IPD does fall below one percent this year – see our [Implicit Price Deflator](#) webpage.

Legislation and Initiatives That May Affect Your Budget

Recent Legislation That May Affect Your Budget

There were numerous pieces of legislation passed during the 2020 session, and while we have written several blogs on many of these topics, here are a few highlights that could potentially have an impact on the forecasting of your 2021 budget.

CULTURAL ACCESS PROGRAMS – SB 5792

[SB 5792](#) provides uniformity to all counties and removes special requirements for cultural access programs in counties with a population of 1.5 million or more. The legislation is applicable to both the property tax levy option in [RCW 84.52.821](#) and the retail sales tax option in [RCW 82.14.525](#).

TOURISM PROMOTION AREAS – ESSB 6592

[ESSB 6592](#) allows cities, towns, and counties of all sizes to establish tourism promotion areas and removes previous 40,000 population requirement. The bill also adds a definition for “tourist” that closely resembles the lodging tax definition, wherein a tourist means a person who travels for business or pleasure away from their residence or business and stays overnight in paid accommodations that are at least 50 miles away (with an exception for island counties). It allows for an additional \$3.00 nightly charge under specified conditions from June 11, 2020 to July 1, 2027 in addition to the \$2.00 charge authorized in [RCW 35.101.050](#). The new provision for imposing a \$3.00 charge is subject to reporting requirements that will support the increased number of tourists as defined in the bill.

AFFORDABLE HOUSING SALES TAX – HB 1590

[HB 1590](#) allows counties to (optionally) impose the existing affordable housing sales tax under [RCW 82.14.530](#) by legislative action (councilmanically) instead of requiring voter approval. If the county does not impose the full tax rate by September 30, 2020 any city within the county may use the same authority to impose either the remainder of the authorized affordable sales tax that was not imposed by the county or impose the full 0.1% sales tax, either councilmanically or with voter approval.

AFFORDABLE HOUSING PROPERTY TAX LEVY – SB 6212

[SB 6212](#) amends [RCW 84.52.105](#) by expanding the use of affordable housing levy revenues to include affordable homeownership, owner-occupied home repair, and foreclosure prevention programs for “low-income” households which are defined as 80% of median income. Previously, the revenues were restricted to affordable housing for “very low-income households” at or below 50% of median income as determined by Department of Housing and Urban Development (HUD) with adjustments for household size in the county where the taxing district is located.

HB 1406 LEGISLATIVE FIX – VETOED

[HB 2797](#) was intended to fix some of the drafting errors in the original 2019 affordable housing sales tax credit bill (HB 1406) and provide for an extended period of time to adopt the required resolutions and ordinance to impose this sales tax credit. While the bill passed the legislature, it was vetoed by the governor due to the COVID-19 pandemic and the significant impacts upon the state’s supplemental operating budget.

STATE MINIMUM WAGE – I-1433

[Initiative 1433](#) (I-1433), codified in [RCW 49.46.020](#), was passed by the voters in 2016. The minimum wage went into effect in calendar year 2017 and increases each year on January 1, as follows:

Year	Minimum Wage
2017	\$11.00
2018	\$11.50
2019	\$12.00
2020	\$13.50
2021 and beyond	Plus CPI-W increase

For 2021 and all future years, the minimum wage will be calculated annually by [State Department of Labor and Industries](#) (L&I) to the nearest cent based on the change in the Consumer Price Index for urban wage earners and clerical workers ([CPI-W, U.S. City Average](#)) for the twelve months prior to September 1. L&I will release the 2021 minimum wage rates on September 30, 2020.

The U.S. Bureau of Labor & Statistics (BLS) releases the U.S. City Average CPI-W in the middle of every month, with the data reflecting the preceding month. The most recent report as of September 1 will always be the mid-August data release, with the data reflecting the July numbers. This means the increase in the minimum wage will be determined by the 12-month percent change from July 2019 to July 2020.

While the official minimum wage rates for 2021 will not be released by L&I until September 30, you should be able to estimate the minimum wage increase with a high degree of accuracy once BLS releases the July 2020 data on August 12.

For links to the most recent CPI data, see our [Consumer Price Index](#) webpage.

Proposed Initiatives

The deadline for submitting signatures to the Secretary of State's Office to place an initiative on the November general election ballot was 5 PM on Thursday, July 2. Each initiative requires almost 260,000 valid signatures, and the Secretary of State's office recommends submitting at least 325,000 due to duplicate and invalid signatures.

This year, no signatures were filed by the July 2 deadline, so there will be no statewide initiatives on the ballot! According to news reports, this is the first presidential election year since 1928 that Washington voters will not be voting on a statewide initiative.



Revenue Forecasts

Core Revenues

Historically, the revenue component of *Budget Suggestions* has been focused solely on state shared revenues that are forecast on a per capita basis. But because revenue projections are such a critical component of budget development, we are also going to speak to the “core revenues” of local government – namely property taxes, retail sales taxes, and (for cities and towns) business and occupation (B&O) taxes, including utility taxes.

Core revenues are the largest sources of income for the general fund, and while we cannot forecast those revenues for you, we do have resources to help you forecast these critical revenues within a reasonable margin of error.

The information below provides a very brief discussion of core revenues. For a detailed explanation of these resources plus other revenue options available to cities, towns, and counties, refer to our [City Revenue Guide](#) and [County Revenue Guide](#).

PROPERTY TAXES

Property taxes are, for most entities, the single largest revenue stream, but they can be a bit tricky to forecast. When forecasting property tax revenues it is important to consider the available options.

Cities and counties with a population under 10,000 may not increase their total levy amount more than 1% annually, known as the “levy lid” (excluding levies for new construction or increases in state-assessed utility valuations).

Cities and counties with a population of 10,000 or more are restricted to the lesser of 1% or the rate of inflation, whichever is lower. Inflation, as defined in [RCW 84.55.005](#), means the percentage change in the implicit price deflator (IPD) for the most recent 12-month period, as calculated on September 25. However, there is an exception – if the percentage change in the IPD is below 1% on September 25, these jurisdictions may adopt resolutions of “substantial need” to increase the levy amount to the maximum lid limit of 1%. As mentioned earlier, it is unlikely that the IPD will fall below 1% this year, so a “substantial need” finding should not be necessary (see the [Implicit Price Deflator](#) section).

However, there are a couple of options that may be available to local governments to exceed the 1% levy lid. First, if your jurisdiction did not take the maximum 1% inflation increase in years past, it may have “banked capacity” available ([RCW 84.55.092](#)).

The second option local governments may wish to consider, if they have not reached their statutory levy rate limit, is a “levy lid lift.” This option requires voter approval with a simple majority of votes. The deadline to submit a levy lid lift to voters for 2021 levies is **August 4, 2020**, so any jurisdictions that may have missed this deadline will not be able to increase the levy lid until 2022 at the earliest.

It is important to plan levy lid lifts and other revenue sources requiring voter approval well in advance – see [Key Dates for Voted Revenue Increases](#).

Your local county assessor plays a vital role in certifying the assessed valuations that will be used to set your levies for the forthcoming year ([RCW 84.48.130](#)). Typically, the county assessors will distribute property tax information during the second half of September each year. This information consists of assessed valuations, new construction valuations, and state utility values, as well as each jurisdiction’s current levy amounts, current levy rates, and maximum statutory levy rate.

The county assessor will provide you with a [levy limit worksheet](#) (Excel file download) specific to your jurisdiction that will form the basis of your property tax levy projection and will include estimates of assessed valuations for new construction and state utilities to help you with forecasting the levy amount to be set for collection in the coming budget year. The assessor's office can also assist you with determining whether you have banked capacity available.

The Department of Revenue (DOR) has created a [property tax calendar for 2020](#) which explains the process, the various state and local government entities responsible for its development, and when you may expect to receive important property tax forecasting information.

For historical property tax and assessed valuation data for cities, towns, or counties dating back to 2010, see our [Tax and Population Data webpage](#). This data can be helpful when developing long-term forecasts and trend analyses.

SALES TAXES

For many jurisdictions, the retail sales tax represents the second-largest revenue source in the general fund budget. However, there are a number of cities where sales taxes represent the largest general fund revenue source. Smaller entities often use historical data as their basis for projecting these revenues, while larger jurisdictions will use more sophisticated forecasting models.

Our [Tax and Population Data webpage](#) contains some useful data regarding sales tax distributions. In particular, our tax and population trends show the general fund ("first half" and "second half") sales tax distributions received by each city, town, and county on a calendar year basis dating back to 2010. However, recent legislative changes, combined with the impacts of the COVID-19 pandemic, have made sales tax forecasting more challenging, at least temporarily.

Cities and counties have been receiving increased sales tax revenues since January 2018 due to the Marketplace Fairness Act passed by the state legislature in 2017 and further updated in the most recent 2019 legislative session. The Marketplace Fairness Act extended sales taxes to many Internet and remote sales that were not taxed previously. This legislation was further supported by the 2018 U.S. Supreme Court ruling in the case of *South Dakota v. Wayfair, Inc., et al*, which overturned the long-standing *Quill v. North Dakota* case and allows state and local governments to require out-of-state retailers to collect and remit sales tax on Internet sales where the seller has no physical presence in the state. From the revenue distribution data that we have been seeing, this has resulted in an increase in retail sales tax income for most entities.

To assist with your sales tax projections, it will be important to monitor sales tax revenues being reported and remitted to your entity. Cities and counties can access sales tax reports via the [My DOR Partner Portal](#). Whatever your forecast method, it's important to document your methodology and discuss it with the budget team.

It is also important to note that each jurisdiction has different sales tax rates, and different jurisdictions may use the money for different purposes. Our [Tax and Population Data webpage](#) includes downloadable spreadsheets showing the current sales tax rates and components for every city, town, and county. Not only do we provide the total sales tax rate for each jurisdiction, but we also show you where the money is going – for instance, how much is going to the state, how much is the "first half" and "second half" going to the city or county, how much is going to the city or county for public safety purposes, how much is going to transit districts, etc.

Each of these sales taxes has its own statutory requirements regarding how the money must be used, what jurisdictions are eligible, the expiration date (if any), revenue distribution (some sales tax distributions must be shared between cities and counties), and more. Make sure you understand the fine print.

If your jurisdiction is considering a sales tax increase for the upcoming budget year, know that most sales tax increases require voter approval with a simple majority vote. Additionally, the timing and implementation of sales tax changes is regulated by [RCW 82.14.055](#):

- Sales tax rate changes may only take effect on January 1, April 1, or July 1. (Sales tax changes no longer take effect on October 1.)
- Sales tax rate changes cannot take effect until at least 75 days after DOR receives notice of the change.
- Credits against the 6.5% state sales tax (such as the affordable housing sales tax credit under SHB 1406) cannot take effect until at least 30 days after DOR receives notice, and only on the first day of a month.

For more information on the timing of voted sales tax increases, see *Key Dates for Voted Revenue Increases* below.

B&O AND UTILITY TAXES

Business and occupation (B&O) and utility taxes have become core resources for many cities and towns. When forecasting these revenues, it is important to know whether utilities are increasing their rates or whether local businesses are expanding or contracting. Just like the sales tax projections, it's important to document your forecasting methodology and discuss the results with the budget team.

KEY DATES FOR VOTED REVENUE INCREASES

If your jurisdiction is considering a voted revenue increase in the next year or two, you must plan ahead and keep the various statutory requirements and deadlines in mind.

To place an item on the ballot for the February or April special elections, your jurisdiction must file the resolution with the county auditor at least 60 days before the election date. For the primary election, you must file the resolution no later than the Friday immediately before the first day of regular candidate filing in May. And for the general election, you must file the resolution no later than the date of the primary election. (See [RCW 29A.04.321](#) for counties and [RCW 29A.04.330](#) for cities/towns.) For upcoming deadlines, see the chart on the next page.

You should also consider whether your measure requires a simple majority (50% plus one) or a supermajority (60%) in order to pass, as well as whether there are validation (minimum voter turnout) requirements.



Validation – which is only required for bonds and certain property taxes – refers to the minimum voter turnout required for passage, expressed as a percentage of the voter turnout in the most recent general election. Validation is not a problem for most jurisdictions in most years, but it can create difficulties in low-turnout special elections or in years immediately following high-turnout elections. Validation may be more problematic for some jurisdictions in 2021 following the 2020 presidential election. For more information, see the article [Ballot Measure Validation May Be Tougher in 2021](#) near the end of this publication.

To see how ballot measures have fared in other jurisdictions recently, refer to our [Local Ballot Measure Database](#). You can use this tool to find ballot measures using one or more of the following categories:

- Type of measure (such as levy lid lifts, bonds, transportation benefit district sales taxes, etc.)
- Subject (such as fire, transportation, parks and recreation, etc.)
- Jurisdiction type (such as city or county)
- County

For instance, you could use the database to search for all recent levy lid lifts, all county public safety sales tax measures, all city park and recreation bond measures in Spokane County, or any number of other combinations.

Below are some key dates to remember. If your jurisdiction does not meet the August 4, 2020 deadline for filing a resolution for the general election, you will not be able to send a ballot measure to voters until the February 2021 special election at the earliest, which means any proposed property tax increases would not take effect until 2022 and any proposed sales tax increases would not take effect until July 1, 2021 or later.

If your jurisdiction is considering a voted revenue increase in the next year or two, you must plan ahead and keep the various statutory requirements and deadlines in mind.

Key Dates for Voted Revenue Increases

Election	Deadline to file resolution	Election date	Approved sales tax changes take effect	Approved property tax changes take effect
2020 Primary	<i>Already passed</i>	August 4, 2020	January 1, 2021	2021
2020 General	August 4, 2020	November 3, 2020	April 1, 2021	2021
2021 Feb. Special	December 11, 2020	February 9, 2021	July 1, 2021	2022
2021 Apr. Special	February 26, 2021	April 27, 2021	January 1, 2022*	2022
2021 Primary	May 14, 2021	August 3, 2021	January 1, 2022	2022
2021 General	August 3, 2021	November 2, 2021	April 1, 2022	2022

*Beginning in 2017, sales tax rates no longer change on October 1

State Shared Revenues

The State of Washington distributes a number of “state shared revenues” to cities, towns, and counties. Some of these revenues are distributed to all entities solely on a population (per capita) basis, while others are based on different factors and/or are only distributed to jurisdictions that meet certain criteria.

Forecasting state shared revenues can be somewhat tricky. First of all, the state fiscal year begins July 1 and ends June 30, while all local governments in Washington use a calendar year budget (January 1 to December 31). As a result, legislation can and often does impact shared revenue distributions halfway through the local government budget year.

Secondly, it is impossible to predict what the legislature will do – in recent years, it has added new distributions (increased gas taxes, multimodal transportation, and marijuana excise taxes), reduced distributions (marijuana excise taxes, which were later restored), and attempted to eliminate distributions (the fire insurance premium tax, which was preserved by the governor’s veto). When creating long-range forecasts, remember that these resources are vulnerable during each legislative session, especially with significant decreases to state revenues due to the COVID-19 pandemic. Careful monitoring of legislative sessions will help you keep abreast of changes to these revenue sources, and strategically thinking and planning for potential shortfalls will help minimize the impacts to your budget.

And finally, some of the revenue distributions can vary significantly from year to year based on certain formulas, consumer trends, and other factors.

We have provided our best estimates of the state shared revenue distributions for 2021 and 2022 based on the 2019-2021 state biennial budget (July 1, 2019 to June 30, 2021) and economic and revenue forecasts created by the Economic and Revenue Forecast Council (ERFC). For those distributions that are done on a strictly per capita basis, we have provided per capita estimates (see the [Per Capita Shared Revenue Forecast Tables](#) near the end of this publication). You can also view the total estimated per capita distributions, tailored to your specific jurisdiction, in our online [State Shared Revenue Estimator](#).

Shared revenues are distributed on the last business day of the month. Some are distributed monthly and others quarterly, while the fire insurance premium tax is distributed on an annual basis, according to the schedule below.

Shared Revenue Distribution Calendar												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Gas Tax (MVFT)	●	●	●	●	●	●	●	●	●	●	●	●
Increased Gas Tax (MVFT)			●			●			●			●
Multimodal Distribution			●			●			●			●
Liquor Excise Tax	●			●			●			●		
Liquor Profits			●			●			●			●
Marijuana Excise Tax			●			●			●			●
Criminal Justice	●			●			●			●		
Fire Insurance Premium Tax					●							
City/County Assistance			●			●			●			●

POPULATION AND ANNEXATION ADJUSTMENTS

State shared revenues are allocated by the state biennial budget and mid-biennium adjustment process. Historically, these shared revenues vary depending upon the legislative process, the economy, and political factors. Changes in total distribution *amounts* (if any) begin each year on July 1, the beginning of the state's fiscal period. The per capita distribution *rates* are updated each year on January 1 to reflect the most recent OFM annual population estimates.

In addition, OFM makes quarterly adjustments for any new annexations. Cities that annex qualify for state shared revenue distributions on their new population base starting the first day of the quarter after the effective date of the OFM-approved annexation, and distributions for other cities, towns, and counties may be adjusted slightly each quarter as a result.

Each year for *Budget Suggestions*, our per capita estimates are based on the April 1 OFM population estimates (see the [Population Estimates](#) section) adjusted for any completed or anticipated annexations occurring after April 1.

The completed and pending annexations listed on the [OFM Central Annexation Tracking](#) webpage since the April 1 OFM estimates will have a negligible impact on the calculation of per capita distributions this year. The adjusted population numbers for estimating per capita state shared revenues are reflected in the chart below. This results in a **total incorporated population of 4,990,692** and a **total unincorporated population of 2,665,508**.

	Official April 1, 2020 Population Estimate	Adjustments for Annexations after April 1	Population Estimate for <i>2021 Budget Suggestions</i>
Incorporated Cities/Towns	4,990,690	+ 2	= 4,990,692
Unincorporated Counties	2,665,510	- 2	= 2,665,508

It should be noted that per capita revenue distributions can still be impacted by annexations that are not yet in OFM's tracking system.

The rest of this chapter will describe the various state shared revenues distributed to cities and counties and provide projected distribution amounts and, for per capita revenues only, distribution rates.

CITY-COUNTY ASSISTANCE DISTRIBUTIONS

[RCW 82.45.060](#) imposes a real estate excise tax (REET) on each sale of real property within Washington State. [ESSB 5998](#), adopted in the 2019 legislative session, changed the state excise tax from a flat rate to a graduated rate scale, depending upon the selling price effective January 1, 2020. The new scaled tax is:

- 1.1% on sales of real property of \$500,000 and less
- 1.28% on sales greater than \$500,000 and less than or equal to \$1.5 million (plus all timberland and agricultural lands regardless of value)
- 2.75% on sales greater than \$1.5 million and less than or equal to \$3.0 million
- 3.0% on sales greater than \$3.0 million

The graduated scale for the state excise tax will be reviewed and adjusted every fourth year beginning July 1, 2022 based upon the growth of the CPI for shelter or 5% percent, whichever is less. If the growth is equal to or less than 0%, the current selling price thresholds will remain unchanged.

A portion of the state REET is deposited into the city-county assistance account ([RCW 43.08.290](#)) to provide assistance for certain cities and counties that meet the statutory qualifications (see the formulas in the tables below). Effective January 1, 2020, ESSB 5998 reduced this portion from 1.6% to 1.4% due to the projected increase in real estate excise tax revenues resulting from the new graduated REET scale.

These funds were originally intended to mitigate the loss of the motor vehicle excise tax (MVET) that was distributed to local governments as a means of equalization of sales tax.

The formula used to allocate city funding is based on a sales and property tax equalization formula and the 2005 MVET backfill levels. The maximum distribution for any eligible city was originally capped at \$100,000, to be increased each year by the increase in the July implicit price deflator (IPD) for personal consumption expenditures. The **2020 cap is \$128,726**.

City Assistance Distributions

City/Town Population	Distribution Formula
5,000 or less <i>Only eligible if per capita assessed value is less than 2x the statewide average for all cities</i>	Greater of • 55% sales tax equalization on “first half” local sales tax; • 55% property tax equalization based on per capita assessed values (per \$1,000 AV); or • 2005 MVET backfill. <i>Not to exceed \$128,726 (in 2020)</i>
Greater than 5,000 <i>Only eligible if per capita assessed value is less than the statewide average for all cities</i>	Greater of • 50% sales tax equalization on “first half” local sales tax; or • 55% property tax equalization based on per capita assessed values (per \$1,000 AV) <i>Not to exceed \$128,726 (in 2020)</i>

Any city that incorporates after August 1, 2005 is not eligible for funding.

If there are not enough revenues to fund the city distributions, then they will be reduced proportionately. If there are more revenues than necessary to fund the above distributions, the excess is to be distributed proportionately on the basis of population among those cities that have qualified for city-county assistance and impose the full second half-cent of the sales and use tax under [RCW 82.14.030\(2\)](#).

The county formulas are shown below. Unlike cities, there are no eligibility restrictions. The sales tax equalization threshold for counties was originally set at \$250,000, to be increased each year by the increase in the July implicit price deflator (IPD) for personal consumption expenditures. The **2020 cap is \$310,294**.

County Assistance Distributions

Unincorporated Population	Distribution Formula
Greater than 100,000	Sales tax equalization up to the greater of: • \$310,294 (in 2020); or • 65% of the statewide per capita average collected for “first half-cent” sales tax in unincorporated areas in the previous fiscal year
15,001 to 100,000	Sales tax equalization up to the greater of: • \$310,294 (in 2020); or • 70% of the statewide per capita average for “first half-cent” sales tax in unincorporated areas in the previous fiscal year
15,000 or less	Greater of • Sales tax equalization to \$310,294 (in 2020); • Sales tax equalization to 70% of the statewide per capita average for “first half-cent” sales tax in unincorporated areas in the previous fiscal year; or • The amount the county received in “backfill” for FY 2005 under section 716, Ch. 276, Laws of 2004 (amended state budget).

If there are not enough revenues to fund the county distributions as outlined above, then they will be reduced proportionately. If there are more revenues than necessary to fund the above distributions, the excess is to be distributed proportionately on the basis of the unincorporated population among those counties that have qualified for city-county assistance funding and impose the full second half-cent of the sales and use tax under [RCW 82.14.030\(2\)](#).

Certification and distribution dates

The Department of Revenue (DOR) must certify the amounts to be distributed each year by October 1, with preliminary estimates available by September 1.

Funds are required to be distributed quarterly on January 1, April 1, July 1, and October 1. In order for these distribution dates to be met, the transfers are made on the last day of the previous month in conjunction with the regular remittance of revenues from the State Treasurer’s Office (OST) to local governments. As a result, the January 1 remittance is received on December 31, which is part of the current budget cycle for cities, towns, and counties instead of being received in the next budget period. This means that, for budgeting purposes, cities and counties are dealing with two different certification years.

Here's how it works: when you pass your budget for 2021 later this year, you will know the amount for which you are certified for 2021, but keep in mind that the first payment from that certification will arrive in December and will become part of the current year's revenues. The amount you forecast for 2021 will depend on the October 1, 2020 certification, less the January distribution (received December 31), plus your "guesstimate" of your January 2022 distribution (certified October 1, 2021 and received December 31, 2021).

City-County Assistance Distribution Certification and Payment Dates				
		Statutory Date for Distribution	Actual Payment Date <i>last business day of month</i>	Certification Date
2020 BUDGET	1st Quarter	April 1, 2020	March 2020	October 1, 2019
	2nd Quarter	July 1, 2020	June 2020	October 1, 2019
	3rd Quarter	October 1, 2020	September 2020	October 1, 2019
	4th Quarter	January 1, 2021	December 2020	October 1, 2020
2021 BUDGET	1st Quarter	April 1, 2021	March 2021	October 1, 2020
	2nd Quarter	July 1, 2021	June 2021	October 1, 2020
	3rd Quarter	October 1, 2021	September 2021	October 1, 2020
	4th Quarter	January 1, 2022	December 2021	October 1, 2021

The city-county assistance fund receives its revenues from the sales of real property, so when the real estate market is active funds are frequently sufficient to distribute. However, revenues decrease when there is a downturn in the economy, as was the case during the Great Recession and several years thereafter. During that time cities and counties received a decreased distribution. Because of the weighted formula, there was enough to fully fund the counties during many of those years, but cities received only a proportion of their certified amounts.

Early in the Great Recession period the state operating budget provided transfers from the Public Works Assistance account that fully funded counties but reduced city distributions by 33%. In the subsequent budget cycle, the transfer from Public Works was eliminated leaving cities further behind and counties struggling to make up the loss of revenues. Over the past several years, cities have not reached their full certification level and have fallen as low as receiving only 55%.

Real estate sales have been brisk throughout the state for the past several years resulting in increased distributions for both cities and counties. However, with the downturn in the economy the likelihood of this state shared revenue being left untouched is unlikely. Projections by ERFC indicate a substantial decline in revenues for state fiscal year 2021 with a rebound in the second half of 2022.

2020 Update

The total certification amount for 2020 was \$11.66 million for cities and \$5.8 million for counties. Of this amount, both cities and counties received their January distribution in calendar year 2019 (see distribution table) and you have now received the April and July distributions. According to the June 2020 ERFC forecast of real estate excise tax receipts, cities and counties are currently expected to receive \$3.0 million from the real estate excise tax in the October distribution, which will be paid out at the end of September. That would bring the total so far for 2020 to \$11.28 million. There will be one more payment this calendar year – the January 2021 distribution, which cities and counties will receive at the end of December.

To update your forecast for 2020, you can go to the Department of Revenue (DOR) [City-County Assistance webpage](#) and click on “2020 City and County Distributions.” These spreadsheets show the amounts for which each city and county were certified in 2019. Remember to adjust the estimated total for the distribution date differences explained in the table above.

The preliminary estimates for City-County Assistance distributions in 2021 will be available sometime in September. They will be posted on the DOR [City-County Assistance webpage](#) under “**2021 City and County Distribution Estimates.**”

The June forecast provided by ERFC estimates that the January 2021 distribution (December 2020 payment) will be \$1,485,000 each for cities and counties. That would make the statewide total for the four payments for the 2020 budget year equal \$14.25 million. This represents a downward trend for 2020 with the result being that counties will receive 100% of their certification numbers plus an additional distribution based on the formula in [RCW 82.14.030\(2\)](#), but cities are forecast to only receive 72% of their certification.

2021 Forecast

As previously mentioned the DOR will release the estimates in September. The June 2020 ERFC forecasts indicate a substantial decline for fiscal periods 2020 and 2021 and currently show a distribution of \$8.20 million each for cities and counties.

If you cannot wait until the release of the preliminary certification in September to make your budget estimate for 2021, then take your entity’s percentage share of the 2020 certification and multiply it by the estimated pot of city or county revenue for 2021, of \$8.20 million. This methodology assumes that your share of the last payment in 2020 (which will come from the October 1, 2020 certification) will be the same percentage amount as the first three payments, and this is a reasonably good assumption for most entities. But the September and October numbers will be the more reliable estimates, especially if you are one of those jurisdictions close to the limits on the distribution formula provided at the beginning of this discussion.

To give you an example, let’s say you are a city with a population of 5,000 or less and your per capita sales tax on the first half-cent in the qualifying period was \$72.90, just slightly less than \$73.71 (the 55% equalization amount). You were certified for a distribution this year, 2020, but if your per capita sales tax increases beyond the 55% equalization amount of \$73.71, you might not qualify for assistance in a subsequent year.

Another wrinkle in revenue forecasting is the timing of the preliminary certification. [RCW 43.08.290\(6\)\(d\)](#) states, in part:

By September 1, 2010, and September 1st of every year thereafter, the department of revenue must make available a preliminary certification of the amounts to be distributed under this section...

A component of releasing the ESSB 6050 distributions is having the Implicit Price Deflator (IPD) for personal consumption expenditures, and what the drafter of the legislation did not realize is that the July IPD for personal consumption expenditures is not published until the third week of September. Therefore the “preliminary” certification is not available on September 1. As mentioned, the October release by DOR will be your most accurate estimate for next year’s distributions.

Impact of Marketplace Fairness Act and SST Mitigation Elimination

The Marketplace Fairness Act has created a number of changes impacting local sales tax distributions and SST mitigation payments. This will result in an increase in sales tax distributions for all cities and counties, but it will also result in the elimination of almost all SST mitigation payments effective October 1, 2019. The Department of Revenue does not expect the elimination of SST mitigation payments to have a significant impact on city-county assistance distributions.

However, for jurisdictions that currently receive city-county assistance but do not receive SST mitigation, or whose increased sales tax revenues will more than compensate for the loss of SST mitigation payments, there may be an increase in per capita sales tax revenues which could affect eligibility or distribution amounts. On the flip side, there are some jurisdictions that have been severely impacted by the loss of SST mitigation payments but will remain ineligible for assistance under the formulas above due to their assessed property values or per capita sales tax ratios.

Editor's Note: The real estate excise tax revenues and forecasts are the work of Eric Swanson of the Washington State Economic and Revenue Forecast Council (ERFC).

CRIMINAL JUSTICE REVENUES – CITIES

There are two separate criminal justice distributions for cities, created by [RCW 82.14.320](#) and [82.14.330](#). Each program originally (in state fiscal year 2000) appropriated a total of \$4.6 million, to be increased each July by the “fiscal growth factor” set forth in [RCW 43.135.025](#). The fiscal growth factor is the average annual growth in state personal income for the prior ten fiscal years, and the distributions have now grown to total \$10,225,292 (as of 2020) for each of these two separate criminal justice resources. The amount to be distributed for 2021 will be \$10,829,607 for each program.

Criminal justice revenues created by [RCW 82.14.320](#) – the “Criminal Justice – High Crime” distributions – are distributed partially based on crime rates and we cannot forecast them. The cities that may qualify for these funds know who they are and are aware of the problems they have in forecasting these revenues.

City Criminal Justice—High Crime

Eligible jurisdictions	Any city or town with a crime rate over 125% of the annual statewide average that also meets the other requirements of RCW 82.14.320(2)
Estimated 2021 distribution	<i>No estimate provided. Determined by population, crime rates, and other factors.</i>
Payment received	Quarterly at the end of January, April, July, and October
Revenue must be used for	Criminal justice purposes; may not replace or supplant existing criminal justice funding

Criminal justice funds created by [RCW 82.14.330](#) have four different components for distribution:

- **Population:** 16%, or \$1,732,737, is distributed to all cities and towns on a per capita basis, with each city receiving a minimum of \$1,000 no matter how small its population.
- **Special Programs:** 54%, or \$5,847,988, is distributed to all cities and towns on a strictly per capita basis to be used for innovative law enforcement strategies, programs to help at-risk children or child abuse victims, and programs to reduce the level of domestic violence or to provide counseling for domestic violence victims. While these funds must be spent in these specific areas, there is no requirement for how much must be spent in each area. The city’s entire distribution could be spent in only one of these areas if the city wishes.
- **Contracted Services:** 10%, or \$1,082,961, goes to cities that contract with another governmental agency for the majority of their law enforcement services. Cities that qualify for this distribution must notify the Department of Commerce (DOC) by **November 30, 2020** to receive 2021 distributions. Cities are responsible for notifying DOC for any changes regarding these contractual relationships. However, any cities that are added to or removed from this list will only impact distributions for the next calendar year, and no adjustments will be made retroactively.
- **Violent Crime:** 20%, or \$2,165,921, goes to cities with a three-year average violent crime rate (per 1,000 population) above 150% of the three-year statewide average. No city may receive more than \$1.00 per capita.

On the next page is a summary of the four distributions under [RCW 82.14.330](#). These are the labels under which the state treasurer’s office makes the quarterly distributions.

City Criminal Justice – Population

Eligible jurisdictions	All cities and towns
Estimated 2021 distribution	\$0.33 per capita; minimum distribution of \$1,000 per city/town, which is factored into our calculations.
Payment received	Quarterly at the end of January, April, July, and October
Revenue must be used for	Criminal justice purposes; may not replace or supplant existing criminal justice funding

City Criminal Justice – Special Programs

Eligible jurisdictions	All cities and towns
Estimated 2021 distribution	\$1.17 per capita
Payment received	Quarterly at the end of January, April, July, and October
Revenue must be used for	Innovative law enforcement strategies, programs for child abuse victims/at-risk children, and/or domestic violence programs

City Criminal Justice – Contracted Services

Eligible jurisdictions	Any city or town that contracts with another local government agency for the majority of its law enforcement services
Estimated 2021 distribution	<i>No estimate provided. Determined by population and number of cities that contract for law enforcement.</i>
Payment received	Quarterly at the end of January, April, July, and October
Revenue must be used for	Criminal justice purposes; may not replace or supplant existing criminal justice funding

City Criminal Justice – Violent Crime

Eligible jurisdictions	Any city or town with a violent crime rate over 150% of the three-year statewide average.
Estimated 2021 distribution	<i>No estimate provided. Determined by crime rate and population; no city may receive more than \$1.00 per capita.</i>
Payment received	Quarterly at the end of January, April, July, and October
Revenue must be used for	Criminal justice purposes; may not replace or supplant existing criminal justice funding

CRIMINAL JUSTICE REVENUES – COUNTIES

Counties receive state shared criminal justice funds from the state general fund under the provisions of [RCW 82.14.310](#). The initial appropriation, made by the state in fiscal year 2000, was \$23.2 million and is increased each July by the “[fiscal growth factor](#),” the same as cities. The county funding formula includes population, crime rate, and the annual number of criminal cases filed in superior court. Because revenues are not distributed on a strictly per capita basis, we cannot provide a per capita forecast. The amount to be distributed for 2021 will be \$54,618,886.

County Criminal Justice	
Eligible jurisdictions	All counties
Estimated 2021 distribution	<i>No estimate provided. Determined by population, crime rate, and number of criminal cases filed in superior court.</i>
Payment received	Quarterly at the end of January, April, July, and October
Revenue must be used for	Criminal justice purposes; may not replace or supplant existing criminal justice funding

FIRE INSURANCE PREMIUM TAX

[RCW 41.16.050](#) requires each municipality having a regularly organized full-time fire department with paid firefighters to establish a firefighters' pension fund. This fund is to consist of all bequests, gifts, or donations given or paid to the municipality for the firefighters' pension fund; a proportional share of the state tax on fire insurance premiums; property taxes collected under the provisions of [RCW 41.16.060](#); interest on the investments of the fund; and any contributions made by firefighters themselves.

The state collects a 2% tax on the premiums of all insurance policies written. Of the tax collected on fire policies and the fire component of homeowner's and commercial multi-peril policies, 25% is distributed to cities and fire districts that have firefighters' pension funds.

The moneys received from the tax on fire insurance premiums under [RCW 41.16.050](#) are distributed to those cities and fire districts with a pre-LEOFF firefighters' pension fund based on their proportionate number of paid firefighters – a calculation known as the “ratio value.” Each year, on or before January 15, cities and fire districts must certify to the State Treasurer their number of paid firefighters. The Office of Insurance Commissioner (OIC) must certify the fire insurance premiums collected between April 1 and March 31 and remit the funds to the State Treasurer's office by May 15th. These moneys are then distributed to the reporting jurisdictions by the end of May each year based upon the calculated ratio value of insurance premiums/firefighters.

The fire insurance premiums certified for distribution by OIC for 2020 amounted to \$5,435,205, and the number of paid firefighters reported on January 15 by 44 cities and 2 fire districts was 4,750. The ratio value for 2020 is \$1,144.25 per paid firefighter, which was 5.7% greater than our forecast made last year due to increased premiums paid but no increases in the number of firefighters reported.

2021 Projection

This state shared revenue distribution has been the subject of debate in previous legislative sessions when the economic forecast has been challenging. While the state legislature has not turned its attention to this shared distribution during the past state biennium, the current revenue indicators from the Economic and Revenue Forecast Council (ERFC) reflect a significant downturn in year-over-year Revenue Act and property tax collections, with a cumulative shortfall of approximately 5.6%.

The 2019-2020 state operating budget has fully funded this appropriation, which means that the May 2021 distribution will fall within the current state biennium budget. We have developed an estimated ratio value for the May 2021 distribution based on an assumption that premiums for fire policies and the fire insurance component of homeowner's and commercial multi-peril policies will see modest increases of 2.5%, based on flat federal interest rates and modest returns on investments for the insurance industry.

We have also projected that the number of paid firefighters will remain flat in 2021. Fiscal year 2020 was the first year to reflect a flat growth rate for paid firefighters in over five years and we do not foresee continued expansion in this area of local government budgets due to the fiscal impacts of COVID-19.

2021 Distribution Estimates: Fire Insurance Premium Tax

Eligible jurisdictions	All cities and fire districts with a pre-LEOFF firefighters' pension fund
Estimated 2021 ratio value	\$1,172.86 per paid firefighter
Payment received	In one lump sum on May 30, 2021
Revenue must be used for	Firefighters' pension fund

We want to remind our readers that these forecasts are estimates only. The actual figures will be calculated in 2021 based on the number of paid firefighters reported, fire insurance loss experience, and premiums paid. In a forecast year such as 2020 it will be difficult to develop a solid methodology for revenue forecasting.



LIQUOR REVENUES

Liquor revenues have two separate distributions that are received at different times. There is a state shared distribution from the liquor revolving account for licensing fees (this is referred to by the state and others as “liquor profits”), and there is a distribution from the liquor excise tax account that represents a portion of the excise tax collected on liquor sales. The total distribution from liquor profits is the same each year, while the total distribution for liquor excise taxes varies depending on liquor sales.

Reminder: *You must devote at least 2% of your liquor profits and liquor excise tax distributions to a licensed or certified alcohol or drug addiction program under [RCW 71.24.555](#).*

Liquor revenue distributions have seen a lot of changes over the past several years. Here are a few of the more significant ones:

- Initiative 1183, passed in November 2011, privatized the distribution and retail sale of liquor effective June 1, 2012. The result of this initiative for local governments was that instead of a calculation based on the profits generated from state-run liquor sales, the revenue distribution for liquor profits is now based on the collection of license fees paid by retailers and distributors.
- State legislation in 2012 created a permanent diversion of \$10 million per year (\$2.5 million per quarter) of city and county money from the liquor excise tax fund to the state general fund ([RCW 82.08.170\(3\)](#)). The permanent deduction in liquor excise tax distributions is applied to cities and counties in the same proportionate share as the distribution of liquor excise tax – 80% to cities and 20% to counties – resulting in an annual loss of \$8 million to cities and towns and \$2 million to counties.
- The legislature has changed the share of liquor excise taxes remitted to cities and counties from 35% in the 2013-2015 state budget to 22.5% in 2015-2017 and back again to 35% in the 2017-2019 and 2019-2021 biennial budgets.

These fluctuations have made long-term forecasting of this state shared revenue a challenge.

Liquor Excise Taxes

The formula works as follows:

1. 35% of liquor excise tax collected is deposited in the “liquor excise tax fund” for distribution to cities, towns, and counties ([RCW 82.08.160\(1\)](#)).
2. \$2.5 million each quarter (\$10 million a year) is deducted from the liquor excise tax fund and remitted to the state general fund ([RCW 82.08.170\(3\)](#)).
3. Of the remaining amount, 80% is distributed to cities (based on population) and 20% is distributed to counties (based on unincorporated population).

The June 2020 forecasts by the ERFC project a fair increase (7%) in liquor excise tax collections, resulting in an increase in distributions. The revised forecast for 2020 distributions is \$28,926,158 for cities and \$6,584,025 for counties.

For calendar year 2021 the ERFC projects a 2.5% decrease to liquor excise tax revenues that are to be deposited into the liquor excise tax fund. After deductions, the total local government distributions are estimated to be \$28,227,818 for cities and \$6,409,440 for counties.

It's important to note that the distributions to cities and counties occur with a lag of one quarter after the collections are made by the state. So this difference in timing makes state estimates and our estimates hard to compare. When comparing distributions by the state treasurer's office to the ERFC forecasts there is usually a variation of plus or minus 2%.

Liquor Excise Taxes

Eligible jurisdictions	All cities, towns, and counties
Estimated 2021 distribution	Cities: \$5.66 per capita Counties: \$2.40 per capita (unincorporated population)
Payment received	Quarterly at the end of January, April, July, and October
Revenue must be used for	At least 2% must be used for a licensed or certified alcohol or drug addiction program. The remaining 98% may be used for any lawful governmental purpose.

Editor's Note: The liquor excise tax forecasts are the work of Lance Carey of the Washington State Economic and Revenue Forecast Council (ERFC).

Liquor Board Profits

Initiative 1183 not only privatized liquor sales in Washington, but it also changed the types of liquor revenues collected by the state. The state is now collecting revenue in the form of license fees from distributors and retailers, rather than profits from the state-run liquor stores. However, the Liquor and Cannabis Board (LCB) continues to call these funds “liquor profits.” A portion of these collections go to cities, counties, and border jurisdictions. Codified as [RCW 66.24.065](#), it reads:

The distribution of spirits license fees under [RCW 66.24.630](#) and [66.24.055](#) through the liquor revolving fund to border areas, counties, cities, towns, and [MRSC] must be made in a manner that provides that each category of recipients receive, in the aggregate, no less than it received from the liquor revolving fund during comparable periods prior to December 8, 2011. An additional distribution of ten million dollars per year from the spirits license fees must be provided to border areas, counties, cities, and towns through the liquor revolving fund for the purpose of enhancing public safety programs.

The “comparable periods prior to December 8, 2011” were determined by the Office of Financial Management (OFM) to be December 2010, March 2011, July 2011, and September 2011. The liquor profit revenue for cities, counties, and border areas for those four quarters was \$39,438,000. To this amount, LCB adds the \$10 million to enhance public safety programs for a total liquor profits distribution of \$49,438,000 each year. Of that amount, 0.3%, which equals \$148,314, is distributed to border cities and counties based on traffic totals, crime statistics, and per capita law enforcement spending. The remaining \$49,289,686 is distributed as follows:

- Cities receive 80%, or \$39,431,748 annually, distributed proportionately by population.
- Counties receive 20%, or \$9,857,936 annually, distributed proportionately by unincorporated population.

As noted in the statute, \$10 million of the \$49,438,000 – just under 20.23% – must be spent on “enhancing public safety programs.” We recommend that each city or county split its distribution so that it can account separately for the portion that must be spent on public safety. To calculate the portion that must be used for public safety purposes, multiply your distribution by 20.23%, or 0.2023. In addition, at least 2% of your distribution must be used for a licensed or certified alcohol or drug addiction program under [RCW 71.24.555](#).

When forecasting liquor profits beyond next year’s budget it’s important to note that the total local distributions (\$39,431,748 for cities and \$9,857,936 for counties) will remain the same from year to year unless the legislature amends the statute. The initiative did not include any measures to account for inflation. We have incorporated a per capita ratio value in the rate tables at the end of this chapter and the ratio values will vary slightly each year due to population changes.

Liquor Profits

Eligible jurisdictions	All cities, towns, and counties that do not prohibit the sale of liquor
Estimated 2021 distribution	Cities: \$7.90 per capita Counties: \$3.70 per capita (unincorporated population) <i>Border cities and counties get extra distributions based on traffic totals, crime rate, and per capita law enforcement spending</i>
Payment received	Quarterly at the end of March, June, September, and December
Revenue must be used for	At least 20.23% must be used for public safety programs, and an additional 2% must be used for an approved alcohol or drug addiction program. The remaining 77.77% may be used for any lawful governmental purpose.

MARIJUANA EXCISE TAX

[HB 2136](#) was adopted during the 2015 legislative session and amended the state's marijuana regulatory and taxation system. Taxation collections and distribution were codified in [RCW 69.50.530](#), [.535](#), and [.540](#) and provided for revenue sharing with cities and counties, but the formula is a bit complicated.

The state distributes a portion of the marijuana excise taxes to the Liquor and Cannabis Board (LCB) and various state agencies and programs on a quarterly basis. At the end of each state fiscal year (June 30), the state treasurer must transfer any remaining unappropriated marijuana excise tax revenues into the state's general fund.

Originally, the formula stated that beginning in state fiscal year 2018 (July 1, 2017 - June 30, 2018), if marijuana excise tax collections deposited into the general fund in the prior fiscal year exceeded \$25 million, then the legislature must appropriate an amount equal to 30% of those general fund deposits to cities, towns, and counties, up to a maximum of \$15 million per year in fiscal years 2018 and 2019 and \$20 million annually thereafter. However, the legislature also stated its intent for maximum distributions in subsequent fiscal biennia of no more than \$15 million per fiscal year ([RCW 69.50.540\(2\)\(g\)\(i\)-\(iv\)](#)).

The state biennial operating budget for 2019-2021 ([ESHB 1109](#)) did not waiver from the previous biennium's intent and provided for annual distributions not to exceed \$15 million to cities, towns, and counties.

The LCB's [Marijuana Dashboard](#) shows excise tax collections for fiscal year 2019 were over \$390 million. Current forecasts for total excise taxes and fees for fiscal year 2020 are well in excess of \$445 million, with \$156 million deposited in the general fund before distributions to local governments. (See the [June 2020 Washington State Economic and Revenue Forecast, Table 3.18](#), prepared by the Economic and Revenue Forecast Council.) Barring any adjustments in the event of a special session this fall, cities and counties will receive the full \$15 million distribution over the next fiscal year.

The \$15 million is distributed as follows:

- 30%, or \$4.5 million – the “retail share” – goes to cities, towns, and counties where licensed marijuana retailers are physically located and in proportional share to the total revenues generated.
- 70%, or \$10.5 million – the “per capita share” – is distributed on a per capita basis to all cities, towns, and counties that allow the siting of marijuana producers, processors, and retailers. Cities, towns, and counties that prohibit marijuana producers, processors, or retailers are not eligible. Of this amount:
 - \$6,300,000 (60%) goes to eligible counties based on each county's total proportional population (*note that this is total population, unlike the other state shared distributions which are calculated based on unincorporated population*)
 - \$4,200,000 (40%) goes to eligible cities and towns on a per capita basis.

Some jurisdictions will receive both the per capita and retail distributions, while others may receive only one or the other, and jurisdictions that completely prohibit marijuana businesses will receive neither. For explanation purposes, a few hypothetical scenarios are shown on the next page.

Hypothetical Marijuana Excise Tax Distribution Scenarios	Eligible for per capita share?	Eligible for retail share?
Jurisdiction allows marijuana production, processing, and retail and has at least one retailer located within the jurisdiction.	Yes	Yes
Jurisdiction prohibits marijuana entirely and as a result has no retailers located within the jurisdiction.	No	No
Town took no action to prohibit marijuana, but is small enough that no marijuana businesses can locate there under state law due to the buffer requirements.	Yes	No
Jurisdiction prohibits marijuana producers and processors but allows retailers and has at least one retailer located within the jurisdiction.	No	Yes
Jurisdiction prohibits marijuana retail and has no retailers but allows marijuana production and processing.	No	No

Each year by September 15, the LCB must provide the state treasurer with the annual distribution amount for each county and city. Payments (if any) are distributed four times per year on the last day of each fiscal quarter (September 30, December 31, March 31, and June 30). The State Treasurer's Office distributes both the "per capita" and "retail" shares together using the same BARS code.

The distributions that you receive in September will form the basis for your budget projections for the forthcoming budget year.

Forecast

We have (tentatively) produced an estimate of the per capita distributions using the information from our [Marijuana Regulation in Washington State](#) webpage and ordinance database, as well as information about previous LCB marijuana distributions. Please note that this is a "big picture, point-in-time" estimate of the local regulatory environment as it exists in July 2020, based on our own marijuana ordinance database as well as LCB's ongoing distributions and lists of "prohibited" entities (see the following tables). While we work hard to keep our marijuana database up-to-date, this is still an evolving area and these numbers are subject to change.

The per capita distributions will be calculated based on the population of cities and counties that do not prohibit marijuana. If a city or county decides to repeal a previously adopted prohibition or removes a moratorium – or, on the other hand, imposes a new moratorium or prohibition – this will impact the distribution rates. According to LCB, any changes in local marijuana policies will be reflected in the per capita distributions beginning with the next state fiscal year (September 30 payment).

City Marijuana Policies as of July 2020	Est. Number	Est. Population
Cities/towns that partially or fully prohibit marijuana	82	1,240,690
Cities/towns that do not prohibit marijuana	199	3,750,002
TOTAL	281	4,990,692

County Marijuana Policies as of July 2019	Est. Number	Est. Total Population*
Counties that partially or fully prohibit marijuana	7	570,435
Counties that do not prohibit marijuana	32	7,094,195
TOTAL	39	7,656,200

*County marijuana excise tax distributions are distributed on the basis of total population, not unincorporated population.

Based on the population estimates of those cities and counties that do not prohibit marijuana, we have generated a 2021 “per capita” estimate of \$1.12 for eligible cities and towns and \$0.89 for eligible counties. Again, these numbers could fluctuate. We are unable to provide an estimate of the “retail share,” which is dependent upon marijuana retail sales within each jurisdiction and the state as a whole.

Marijuana Excise Taxes “Per Capita Share”

Eligible jurisdictions	All cities, towns, and counties that do not prohibit the siting of any state-licensed marijuana producer, processor, or retailer
Estimated 2021 distribution	Cities: \$1.12 per capita Counties: \$0.89 per capita (<i>total population, not unincorporated</i>)
Payments received	Quarterly at the end of March, June, September, and December. Will be distributed together with retail share using same BARS code.
Revenue must be used for	The notes in RCW 69.50.540 reference RCW 69.50.101 and the stated intent of I-502, which states that marijuana legalization will “[allow] law enforcement resources to be focused on violent and property crimes [and generate] new state and local tax revenue for education, health care, research, and substance abuse prevention.”

Marijuana Excise Taxes “Retail Share”

Eligible jurisdictions	All cities, towns, and counties with at least one marijuana retailer physically located within the jurisdiction
Estimated 2021 distribution	<i>No estimate provided; depends upon the jurisdiction’s proportional share of statewide marijuana retail sales.</i>
Payments received	Quarterly at the end of March, June, September, and December. Will be distributed together with per capita share using same BARS code.
Revenue must be used for	Same as “per capita share” above

TRANSPORTATION DISTRIBUTIONS

All cities, towns, and counties receive three separate transportation distributions. The first is the motor vehicle fuel tax (MVFT), which is distributed as a percentage of the total fuel taxes collected statewide. The other two, the “increased motor vehicle fuel tax” and “multi-modal” distributions, were created in 2015 by 2ESSB 5987 and consist of direct transfers from the state transportation fund, so those allocations are not impacted by actual fuel tax collections.

MVFT and increased MVFT distributions must be used for highway purposes, while the multi-modal funds may be used for any transportation purpose.

Reminder: [RCW 47.30.050](#) requires cities and counties to spend at least 0.42% of their MVFT funds each year on pedestrian, equestrian, or bicycle trails, unless 0.42% would amount to \$500 or less (for cities and towns) or \$3,000 or less (for counties). In other words, this requirement applies to any city that receives approximately \$119,047 and any county that receives approximately \$714,286 or more in MVFT revenue per year. Cities and counties also have the option to place these dedicated funds in a capital reserve or special revenue fund to accumulate the resources, so long as the funds are used for paths or trails within a 10-year time frame.

Motor Vehicle Fuel Tax

Cities and towns receive MVFT distributions on a per capita basis under [RCW 46.68.090\(2\)\(g\)](#), (4)(a), and (5)(a), less state adjustments found in [RCW 46.68.110\(1\)](#) and (2) and the Small City Pavement and Sidewalk account.

For counties, MVFT revenues are distributed under [RCW 46.68.090\(2\)\(h\)](#) and (4)(b) and (5)(b), less state adjustments found in [RCW 46.68.120\(1\)](#) and (3) and withholding for the County Road Administration Board (CRAB) as required by [RCW 46.68.090\(2\)\(h\)](#). The distribution formula includes annual road costs and “need” in addition to population. Distributions are calculated by CRAB according to the requirements stated in [RCW 46.68.120\(4\)](#). The distribution percentages are set at the annual CRAB board meeting each year after the release date of *Budget Suggestions*, so we are unable to provide distribution amounts for counties. CRAB will notify counties directly of the allocations for the next fiscal period. CRAB also posts [County Data tables](#) on its website for current and past distributions.

Fuel taxes in Washington are assessed as cents per gallon, so motor vehicle fuel tax (MVFT) revenues – and therefore the MVFT distributions to cities and counties – depend on the number of gallons sold, not the dollar value of the sales.

Transportation and revenue forecasts are released each quarter by the Transportation Revenue Forecast Council. Each year, we use the calendar year second quarter as the basis for forecasting the MVFT distributions for cities and counties. The [June 2020 forecast](#) provides a forecast span of 10 years plus a look back of two years and uses multiple factors in the process.

The key conclusion drawn from the June forecast is that overall transportation revenues for the current biennium (2019-21) are down by 7.7% compared to the February forecast, primarily due to the reduced transportation demand resulting from COVID-19, which is having a significant impact on revenue streams.

Looking forward, the 10-year trend, including the current year, indicates a continued downward trend in the fuel tax forecast for 2020, with a minor rebound projected for 2021 and a general decrease in MVFT distributions to cities and counties of less than 0.1% per year.

The primary variables affecting fuel consumption include gasoline and diesel fuel price projections, Washington personal income, and inflation. Other factors affecting gasoline sales and tax collections include unemployment rates, fuel efficiency, and sales of alternative fuel vehicles such as electric cars. But a key variable right now is the

impact of COVID-19. The transportation projections currently anticipate the resumption of normal activity in the spring of 2021. It is interesting to note that the long-range transportation forecasts do not consider changes to telecommuting or modified transportation demand as a result of the pandemic.

The Transportation Revenue Forecast Council normally reports that gasoline tax collections are negatively related to the price of gasoline, meaning that as gas prices rise, consumption and tax revenues fall. The Council could not have foreseen the impacts of the pandemic and the significant drop in motor vehicle fuel prices occurring at the same time. The year-over-year forecasts are substantially different and the reduced fuel prices do not have a direct correlation with increased consumption as a result of the pandemic. The table below reflects the near-term unadjusted fuel prices provided in the June 2020 forecast.

Fiscal Year Quarter	Crude Oil Price (\$/barrel)	WA Retail Gasoline Price (\$/gal)	WA Retail Diesel Price (\$/gal)
2019: Q3	56.37	3.11	3.28
2019: Q4	56.96	3.19	3.47
2020: Q1	45.76	2.88	3.26
2020: Q2	20.68	2.36	2.64
FY 2020	44.94	2.89	3.16
2020: Q3	25.50	2.37	2.48
2020: Q4	29.50	2.31	2.58
2021: Q1	36.50	2.39	2.62
2021: Q2	42.17	2.76	2.85
FY 2021	33.42	2.46	2.63
2021: Q3	45.50	2.80	2.96
2021: Q4	48.50	2.72	3.05
2022: Q1	49.87	2.76	3.05
2022: Q2	52.23	3.03	3.11
FY 2022	49.03	2.83	3.04
2022: Q3	53.85	3.03	3.21
2022: Q4	54.58	2.94	3.27
2023: Q1	54.75	2.94	3.29
2023: Q2	54.78	3.14	3.26
FY 2023	54.49	3.01	3.26

Credit: Transportation Revenue Forecast Council, June 2020 Forecast Summary

For both cities and counties, it is worth noting that the tax revenue forecasts provided by WSDOT are updated each quarter and often vary slightly from earlier projections. Last year the gas taxes collected and distributed to cities, towns, and counties were 5.4% lower than projected primarily due to the impacts of significant snowstorms, and this year gas tax collections and distributions are continuing to run over 5% below projections due primarily to COVID-19.

The Transportation Revenue Forecast Council table on the next page shows the projected impact of COVID-19 on statewide transportation revenues and anticipates a continued decline in gross fuel tax that will require close monitoring, with the potential of revising projections in the middle of the budget year depending upon the evolution of the COVID-19 pandemic and other factors. It is important to factor these variables into your revenue projections.

Revenue Sources Impacted by COVID-19 Shutdowns	\$ Difference Between June and Feb. 2020 Forecasts			
	FY 2020	FY 2021	FY 2022	FY 2023
Gross Fuel tax	\$ (161,774,200)	\$ (26,345,900)	\$ (44,778,700)	\$ (35,524,200)
LPF	\$ (29,568,010)	\$ (21,058,784)	\$ (17,114,702)	\$ (14,765,691)
Ferry Fares	\$ (36,867,659)	\$ (60,778,584)	\$ (16,299,002)	\$ (12,688,270)
Toll Revenue	\$ (37,379,000)	\$ (70,105,000)	\$ (30,306,000)	\$ (32,296,000)
Aeronautics Revenues	\$ (165,730)	\$ (175,520)	\$ (91,520)	\$ (88,520)
Rental Car Tax	\$ (5,987,456)	\$ (18,267,100)	\$ (5,697,400)	\$ (3,821,100)
TOTAL Major Revenue Sources	\$ (271,742,055)	\$ (196,730,888)	\$ (114,287,324)	\$ (99,183,781)
Revenue Sources Impacted by COVID-19 Shutdowns	Percentage Change Between June and Feb. 2020 Forecasts			
	FY 2020	FY 2021	FY 2022	FY 2023
Gross Fuel tax	-9.0%	-1.4%	-2.4%	-1.9%
LPF	-4.4%	-3.8%	-3.0%	-2.5%
Ferry Fares	-17.7%	-27.5%	-7.3%	-5.6%
Toll Revenue	-16.0%	-27.7%	-11.4%	-11.8%
Aeronautics Revenues	-4.7%	-4.9%	-2.5%	-2.4%
Rental Car Tax	-16.5%	-49.2%	-15.0%	-9.9%
TOTAL Major Revenue Sources				

Credit: Transportation Revenue Forecast Council, June 2020 Forecast Summary

Motor Vehicle Fuel Tax	
Eligible jurisdictions	All cities, towns, and counties
Estimated 2021 distribution	Cities: \$20.07 per capita Counties: No estimate provided. Determined by CRAB formula based on population, annual road costs, and annual monetary needs.
Payments received	At the end of every month
Revenue must be used for	Highway purposes

Editor's Note: Scott Smith, the Transportation Economist for the Budget and Financial Analysis Division of the Department of Transportation, has provided calendar year fuel tax forecasts for cities and counties to assist with these projections.

Increased Motor Vehicle Fuel Tax and Multi-Modal Funds

Counties, cities, and towns received a share of the multi-modal funds and the increase in fuel tax as a result of [2ESSB 5987](#). The legislation, adopted in 2015, provided for direct distributions to be phased in from FY 2016-2017. Beginning with FY 2018, 2ESSB 5987 provides over \$25 million annually to counties, cities, and towns, allocated as follows:

- Increased MVFT: \$11,719,000 per year
- Multi-modal funds: \$13,393,000 per year

These revenues are split equally between cities and counties and are not impacted by actual fuel sales. City distributions are based on population, while county distributions are established by the same CRAB formula as the MVFT described earlier ([RCW 46.68.120\(4\)](#)) and set at the annual CRAB board meeting in late July, following the release date of *Budget Suggestions*.

Increased Motor Vehicle Fuel Tax

Eligible jurisdictions	All cities, towns, and counties
Estimated 2021 distribution	Cities: \$1.17 per capita Counties: <i>No estimate provided. Determined by CRAB formula based on population, annual road costs, and annual monetary needs.</i>
Payments received	Quarterly, at the end of March, June, September, and December
Revenue must be used for	Highway purposes

Multimodal Transportation

Eligible jurisdictions	All cities, towns, and counties
Estimated 2021 distribution	Cities: \$1.34 per capita Counties: <i>No estimate provided. Determined by CRAB formula based on population, annual road costs, and annual monetary needs.</i>
Payments received	Quarterly, at the end of March, June, September, and December
Revenue must be used for	Any transportation purposes

PER CAPITA SHARED REVENUE FORECAST TABLES – CITIES

The tables below include projections and estimates for the 2021 and 2022 budget years. These are based upon current information that we have received from WSDOT, ERFC, and other state agencies, population growth, and inflationary increases such as the fiscal growth factor for criminal justice. Also see our online [State Shared Revenue Estimator](#) for forecasts tailored to your specific jurisdiction (for 2021 only).

Please note that these are point-in-time estimates as of July 2020. Some of these distributions are relatively stable and are not likely to change much unless there is new legislation. However, other distributions may fluctuate. In particular, gas tax and liquor excise revenues depend upon gallons sold at the pump and actual liquor sales, while per capita marijuana distributions may change as cities enact or repeal marijuana bans. To mitigate fluctuations in these more volatile revenues, consider reviewing the state's quarterly [Transportation Revenue Forecast](#) (for MVFT) and [ERFC Revenue Forecast](#) (for overall liquor revenues).

There is a possibility of a special session later this fall due to the COVID-19 impacts on the state budget, and next year will be a “long” legislative session to adopt a new state budget for FY 2022-2023. It's hard to predict what may occur, but you can rely on MRSC to keep you informed on any significant changes that could impact your budgets.

Total Distributions to All Cities and Towns, 2017-2022

	2017	2018	2019	2020 Revised	2021 Forecast	2022 Forecast
Gas Tax (MVFT)	96,393,238	98,222,951	94,901,817	92,485,535	100,160,481	97,623,372
Multi-Modal Distribution	4,910,750	6,696,500	6,696,500	6,696,500	6,696,500	6,696,500
Increased MVFT	2,734,500	5,859,500	5,859,500	5,859,500	5,859,500	5,859,500
Liquor Profits	39,431,748	39,431,748	39,431,748	39,431,748	39,431,748	39,431,748
Liquor Excise	22,803,066	21,187,169	26,478,004	28,926,158	28,227,818	29,393,229
Marijuana - Per Capita Share Only	840,000	5,460,000	4,200,000	4,200,000	4,200,000	4,200,000
Criminal Justice—Special Programs	4,852,222	5,052,613	5,254,718	5,521,658	5,847,988	6,186,586
Criminal Justice—Population	1,437,696	1,497,071	1,556,953	1,636,047	1,732,737	1,833,063
TOTAL	\$173,403,220	\$183,407,552	\$184,379,240	\$184,757,146	\$192,156,772	\$191,223,998

Estimated Per Capita Distributions for Each City/Town, 2017-2022

	2017	2018	2019	2020 Revised	2021 Forecast	2022 Forecast
Gas Tax (MVFT)	20.66	20.67	19.62	18.83	20.07	19.27
Multi-Modal Distribution	1.05	1.41	1.39	1.36	1.34	1.32
Increased MVFT	0.92	1.23	1.21	1.19	1.17	1.16
Liquor Profits	8.35	8.30	8.15	8.03	7.90	7.78
Liquor Excise	4.88	4.46	5.48	5.89	5.66	5.80
Marijuana - Per Capita Share Only ¹	0.24	1.53	1.16	1.14	1.12	1.10
Criminal Justice—Special Programs	1.04	1.07	1.07	1.12	1.17	1.22
Criminal Justice—Population ²	0.31	0.32	0.30	0.31	0.33	0.34

1. Marijuana excise funds may only be distributed to cities/towns that do not prohibit the siting of any state licensed marijuana producer, processor, or retailer. Changes to local ordinances can potentially impact the per capita distribution amounts.

2. Minimum distribution of \$1,000 per city/town, regardless of population.

PER CAPITA SHARED REVENUE FORECAST TABLES – COUNTIES

The tables below include projections and estimates for the 2021 and 2022 budget years. These are based upon current information that we have received from ERFC and other state agencies, as well as population growth. Also see our online [State Shared Revenue Estimator](#) for forecasts tailored to your specific jurisdiction (for 2021 only).

Please note that these are point-in-time estimates as of July 2020. Some of these distributions are relatively stable and are not likely to change much unless there is new legislation. However, other distributions may fluctuate. In particular, liquor excise revenues depend upon actual liquor sales, while per capita marijuana distributions may change as counties enact or repeal marijuana bans. To mitigate fluctuations in liquor revenues, consider reviewing the quarterly [ERFC Revenue Forecast](#), which can provide an indicator of overall liquor revenue increases or decreases.

There is a possibility of a special session later this fall due to the COVID-19 impacts on the state budget, and next year will be a “long” legislative session to adopt a new state budget for FY 2022-2023. It’s hard to predict what may occur, but you can rely on MRSC to keep you informed on any significant changes that could impact your budgets.

Total Distributions to All Counties, 2017-2022

	2017	2018	2019	2020 Revised	2021 Forecast	2022 Forecast
Liquor Profits	9,857,936	9,857,936	9,857,936	9,857,936	9,857,936	9,857,936
Liquor Excise	5,077,720	5,523,993	6,024,018	6,584,025	6,409,440	6,700,792
Marijuana - Per Capita Share Only	1,260,000	8,190,000	6,300,000	6,300,000	6,300,000	6,300,000
TOTAL	\$16,195,656	\$23,571,929	\$22,181,954	\$22,741,961	\$22,567,376	\$22,858,728

Estimated Per Capita Distributions for Each County, 2017-2022

	2017	2018	2019	2020 Revised	2021 Forecast	2022 Forecast
Liquor Profits ¹	3.92	3.85	3.80	3.74	3.70	3.64
Liquor Excise ¹	2.02	1.89	2.32	2.50	2.40	2.48
Marijuana - Per Capita Share Only ²	0.21	1.32	1.03	0.97	0.89	0.87

1. Liquor distributions are based on unincorporated population.

2. Marijuana distributions are based on “total proportional” population, including incorporated areas. Funds may only be distributed to counties that do not prohibit the siting of any state licensed marijuana producer, processor, or retailer. Changes to local ordinances can potentially impact the per capita distribution amounts.

Timely Budget Articles

Additional Considerations and Impacts to the 2020/2021 Budget

By Toni Nelson

While working on *Budget Suggestions* this year, it occurred to me that there were several unique issues that could impact the remainder of the current year's budget or the 2021 budget that you are all preparing for. Make no mistake that COVID-19 has impacted all of us in one way or another. While I frequently coin the phrase "It depends," there are some issues that have impacted all of us.

OPEN PUBLIC MEETINGS ACT (OPMA)

All jurisdictions have been and continue to be impacted by the governor's proclamations on the OPMA. The ability to conduct meetings has changed substantially and continues to change on a fairly frequent basis. It will be important to incorporate these limitations and restrictions during your public hearings, budget workshops, and other forums for gathering public input during the budget process. The status of the pandemic and the phase of re-opening you are in will have a direct impact on whether meetings will need to be held virtually. I would recommend that all entities plan for virtual meetings to avoid last-minute changes to your budget hearings. There are key dates that must be met, such as the public hearing requirement for property tax levy setting. This hearing must be held prior to adopting your levy setting ordinance (due to the county by November 30) and the final budget hearing for all cities and towns must be held no later than the first Monday in December (December 7). This is partially true for counties as well: the final budget hearing must either be held on the first Monday of October (October 5) or the alternate date of the first Monday in December (December 7).

CUSTOMER SUPPORT PROGRAMS FOR UTILITY CUSTOMERS

For those who have an energy, water, or telecommunications utility, there is the governor's [Proclamation 20-23.6](#) which not only prohibits these specific utilities from disconnecting services or refusing to reconnect or impose late fees, but also requires that the utility provide for a [customer support program](#) that will ensure continuation of these essential services beyond the expiration of the Governor's proclamation (which, as of this writing, is currently set to expire on August 1). The governor's office has provided guidance for developing a framework to meet these requirements, including general guidance for all affected utilities as well as specific guidance for each of the three utility categories addressed within the proclamation.

From a budget perspective, the fiscal impacts of this proclamation will impact the cash flow of your utility. Depending upon the demographics of your community and the unemployment rates, this may impact some more than others. If and when the expanded federal unemployment benefits expire, which is currently set for the end of July unless Congress acts, there could potentially be an increase in customers who are unable to pay their outstanding balances or perhaps have been paying but with the reduction of income will be unable to continue to pay for these essential services in a timely manner. The results of these impacts could be felt during the remainder of 2020. Evaluation of fund balance, reserves, and best methods for managing customer support as well as cash flow impacts will need to be assessed.

STATE LEGISLATURE AND STATE BUDGET SHORTFALLS

Whether the governor asks for a special session this fall is still difficult to assess. If there is a special session this fall to address the current biennium, any changes to current state shared revenues would be felt in the first half of the 2021 budget. The [June 2020 Economic and Revenue Forecast](#) released by the Economic and Revenue Forecast Council (ERFC) reflects a significant shortfall in general fund revenues of 11%, and after adjustment for deferred property tax payments it still is approximately 5.5% below the February forecast. On the more positive side from a revenue standpoint, liquor excise taxes and marijuana excise taxes have seen a marked increase in revenues which

we hope will sustain the continuation of these state shared revenues with local government through the next state biennium. Real estate excise taxes, which fund the city/county assistance account, are currently projected to see a reduction in 2021 but a forecasted increase in 2022. More to come on this subject as the year continues to unfold.

TRANSPORTATION

While cities, counties, and the state have struggled with transportation issues for many years, there are additional considerations for cities and towns. One of those considerations is transportation benefit districts (TBD). If you are one of those cities/towns that formed a TBD, you have been aware of the necessity of reserving current year collections of license fees in the event that the Initiative 976 court decision is not favorable to state and local governments. The legal challenges to the validity of I-976 were heard by the state Supreme Court on the last day of June. The court has yet to render a decision, but it is anticipated that the decision could be released prior to the end of the year. If you are one of those cities or towns that had imposed a TBD license fee, the uncertainty of the use of revenues currently being collected will finally come to a resolution, and whether that is good news or bad you will be able to move forward. A potential budget consideration may be the increased administrative time to process returns in the event that the Supreme Court upholds the initiative.

Another transportation impact is the COVID-19 pandemic. There is a substantial reduction in motor vehicle fuel tax (MVFT) income that is already impacting local MVFT distributions. As we have indicated in the [Transportation Distributions](#) section, MVFT is based upon the gallons of fuel sold and not on the price of the fuel. With the “stay-at-home” order and the slow return of the workforce to their jobsites, this has had a significant impact on fuel consumption. Many individuals have not driven or re-fueled their vehicles as much since the first “stay home” order was issued back in March. While this has been great for our personal pocketbooks, it has been devastating for MVFT. An adjustment to this revenue forecast will need to be considered for the current year, in addition to reduced forecast levels for 2021.

UTILITY TAXES

A recent Supreme court decision has opened the door for those cities and towns that have or are considering a utility tax. There are many cities and towns that have separate water and sewer districts providing services within their jurisdictional boundaries. Cities have been challenged by municipal utility districts over the years (*City of Wenatchee v. Chelan Pub. Util. Dist.*) as to whether or not the city has the authority to impose a local utility tax on these separate municipal entities. A recent Supreme Court decision in the case of *Lakehaven Water & Sewer District et al. v. City of Federal Way*, 96585-4 has affirmed the lower court cases that the city has the authority to impose the utility excise tax authorized in [RCW 35A.82.020](#) on utility districts that provide services within their boundaries. This decision should apply equally to other classes of cities and towns. For those cities and towns that have not imposed a utility tax on utility districts that operate within their corporate limits, this presents an opportunity to consider the merits of generating income for their general fund.

MONITORING YOUR REVENUE FORECASTS AND THOSE OF OTHERS

The variables are many and the coronavirus has created unprecedented impacts on us all. It's important to carefully monitor the forecasts that you make for revenues and to re-check the data that you used frequently. We here at MRSC have done our best to forecast the state shared revenues but I cannot stress strongly enough the importance of monitoring the state legislature and whether they convene a special meeting or not.

The ERFC has released a [July Economic and Revenue Update](#) which seems to indicate some positive news for revenues such as retail sales. The ERFC will be providing another monthly update in August and a comprehensive quarterly update in September. I would encourage you to review these documents. While September seems late for most of us to make changes in the revenue forecast, it could be in the best interest of your jurisdiction to have a clear understanding of the revenue impacts to income as they reveal themselves. Keep in mind that sales tax distributions lag 60-90 days behind, so retail sales tax income you receive in June and July will start to reflect the

impacts of COVID-19. For those counties that extended property tax due dates to the end of May and June, those deferred payments should now have reached local taxing districts. The results from these two primary revenue sources will assist with your forecast for 2021.

IN CLOSING

These are challenging times. Forecasts are difficult to make, especially if your jurisdiction is heavily dependent upon retail sales tax or B&O taxes. Document your forecasts carefully and check back in the early fall for updates by all of us who provide you with data for developing your budgets.

If you are considering the use of reserves or a portion of fund balance to resolve some of your budget dilemmas, I would encourage a strategic approach that will consider variables such as an extended economic recovery period for the current pandemic as well as the potential for other impacts to fund balance and reserves such as natural disasters and general declines in the economy. The issue of natural disasters came to the forefront of my mind when, as I was writing this article, Alaska had a major earthquake that required a tsunami alert. Scenarios such as these are reasons that local governments adopt financial policies such as fund balance and reserves to protect themselves from fiscal impacts.

If you have not yet considered adopting fiscal policies, take a look at our [Financial Policies Tool Kit](#), which will help you think through the current challenges that you may be facing as well as provide you with helpful tips and suggestions when considering use of reserves at times like these.

These considerations and others are part of a strategic approach to building one of the most important documents for your entity, the annual and/or biennial budget.

Budgeting During Uncertain Times (Such as a Pandemic)

By Mike Bailey

Conditions like these seem to only come along every 100 years or so. Early in the year, a disease known as COVID-19 made some news while located in China with the potential to spread. Now, six months later, there are (as of this writing) almost 4 million confirmed cases in the United States and over 14.5 million around the world.

The consequences for local government budget development is the related economic “crash” that occurred in late March and early April. To curb the spread of the virus, states including Washington issued “stay home” orders, Canada and other countries closed their borders, and many industries ground to a halt. Unemployment claims occurred at unprecedented levels as companies furloughed or dismissed millions of employees.

Many local governments found themselves providing first response services into virus “hot spots” resulting in risks to their employees, overtime expenses, and more. With this type of a scenario, what are the best ways a local government can develop a spending plan for the next year or biennium? We’ll look at options and issues for you to consider as you confront this task.

GFOA’S FISCAL FIRST AID

While the “Great Recession” of 2008 wasn’t a pandemic, it was the largest economic decline since the Great Depression of 1929. That was also a difficult time to navigate in terms of local government finance and budget development. It was during this crisis that the Government Finance Officers Association (GFOA) developed its [Fiscal First Aid](#) tools. Using a combination of research and practical knowledge from its standing committees, the Fiscal First Aid Resource Center quickly developed into a valuable resource that helped guide finance officers through the challenges of that recession. As the pandemic began to impact the economy, GFOA worked to update and fine-tune these tools to address these new challenges.

The resource center is based on a scenario / timeline that walks the user through a fiscal downturn and recovery cycle. The result is a “12-step recovery process” which we will review in further detail. We’ll focus on those elements especially relevant during your next budget development work.

Step 1 – Recognition. In this step we determine whether a real problem exists that could jeopardize our fiscal health. This step includes a number of ways to monitor certain indicators in order to detect any problems early and begin countermeasures. In view of the obvious economic fallout from the pandemic, I won’t belabor this point.

Step 2 – Mobilize. This is where we clarify who has what roles in our recovery process team. Local governments consist of policymakers, administrative leaders, other leaders (such as labor), and employees. All will have a high level of interest in what the plans will be to address the concerns. Creating clarity around roles of the participants will help avoid confusion and allow focus on the problems.

Step 3 – Generic Treatments. As the name implies, generic treatments are those that are typically used in dealing with fiscal distress. They are used early because they result in benefits in a relatively short time, are not overly complex, and can be easily reversed when the situation returns to a more normal state. Some examples of “generic treatments” would include: hiring freezes, deferring capital projects, ensuring all revenues due to the government are being collected, deferring major equipment purchases, and similar actions.

Step 4 – Initial Diagnosis. Based on an early diagnosis, the government can identify the resulting problems and the related responses that hold the most promise to mitigate the situation. Some things to consider in this step include: involving others in the diagnosis, relying on (or developing) fiscal forecasts, and setting up a financial health model. GFOA illustrates the [financial health model](#) in a publication on the subject.

Step 5 – Near-Term Treatments. In its paper [Cash is King](#), GFOA describes a variety of ways to take initial action to preserve fiscal health. Maintaining a reliable cashflow during the fiscal disruption is one of the primary objectives of the program.

Step 6 – Detailed Diagnosis. In this step the government does a thorough analysis of the potential causes, both internal and external to the organization. In the context of the COVID-19 pandemic the fundamental cause is clear. However, it is important for each government to drill into its own unique circumstances to understand the longer-term effects of the economic downturn on its fiscal health.

Step 7 – Recovery Plan. Based on the analysis above, what strategies will correct the fiscal conditions and set the government on the right path for recovery? A “portfolio of strategies” should be developed as the causes and recovery are often more than just a single element.

Step 8 – Long-Term Treatments. GFOA recommends a wide variety of “long-term treatments” to improve overall fiscal health (too many to list here). These are the methods to implement which, over time, will result in financial resiliency.

Step 9 – Long-Term Financial Planning. GFOA’s research suggests that many more governments have implemented a [long-term financial plan](#) as a result of the Great Recession. Such a plan is instrumental to long-term fiscal health and should be developed if your government has not yet done so.

Step 10 – Leadership Recovery. Clarity around who is the leader of this effort and strategies for constructive leadership behaviors will help ensure success of your financial recovery efforts.

Step 11 – Managing the Recovery Process. Such topics as governance, project management, project portfolio management, and communications can help contribute to the success of your efforts as well.

Step 12 – The Outcome of Recovery. In its work around the [Financial Foundations Framework](#), the GFOA explores approaches that enable the government to sustain the recovery once achieved. The potential for relapse once the crisis has passed, or once new participants join the government, is real. Incorporate into your plan a means to maintain fiscal health once it is recovered. An example is the City of Redmond’s [Long Range Financial Strategy](#), first developed in 2005 and updated before each biennial budget process.

Along with the resources identified above, the GFOA’s Fiscal First Aid resource center has numerous other “white papers,” articles, examples, and publications available that illustrate a much deeper dive than time and space permit us here. In addition, this work is continually evolving as GFOA’s research and development continues on behalf of its members. The great news is that almost all of these resources are available on their website to any that would benefit from it.

As you explore these topics, feel free to [Ask MRSC](#) if we can answer any questions. In addition, GFOA has consulting staff available to assist you as well. We know of several Washington local governments that have used GFOA’s services over the years.

Ballot Measure Validation May Be Tougher in 2021

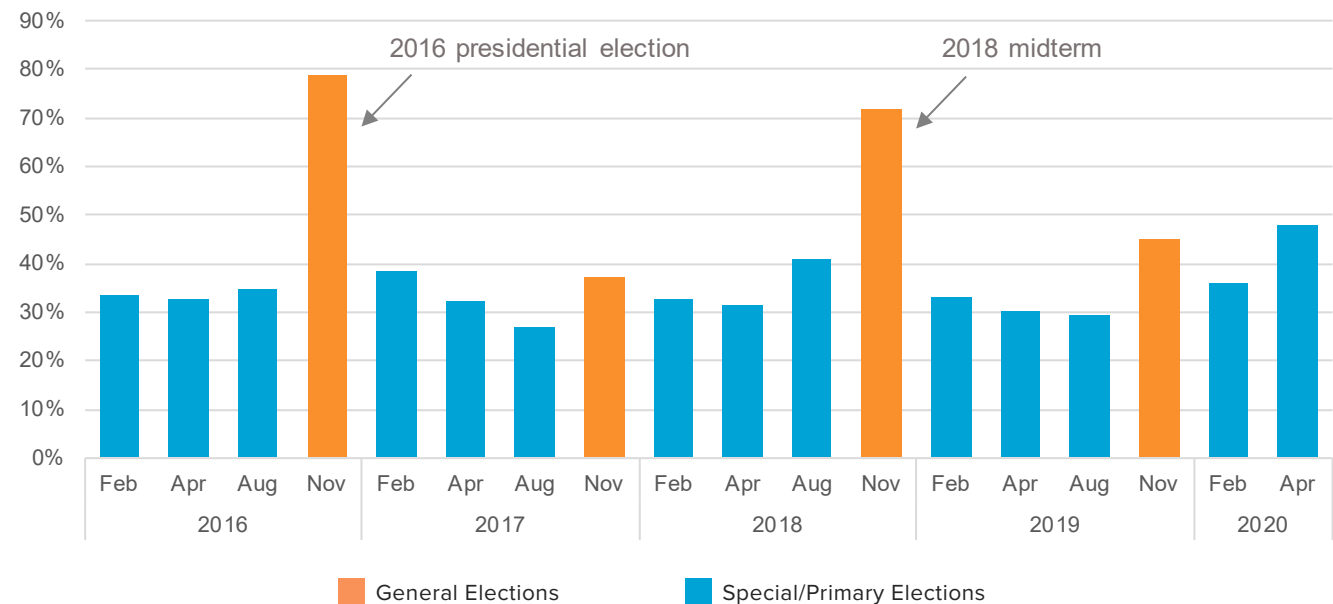
By Steve Hawley

If your jurisdiction is considering sending a bond measure or property tax to voters in the near future, it might not be enough to receive 50% or 60% of the vote. You may also need to meet a minimum level of voter turnout, known as “validation.” Even if large majorities vote in favor of your measure, it will still fail if turnout is too low.

Validation is not a problem for most jurisdictions in most years – but 2021 may be more problematic than usual. The validation thresholds for each jurisdiction are calculated based on turnout in the most recent state general election, which means the minimum voter turnout thresholds change every year. Even if you live under a rock, surely you’ve noticed that 2020 is both a presidential and a gubernatorial election. Turnout in these elections is high under normal circumstances, and it’s likely to be especially high given the contentious political atmosphere right now.

For instance, here is the [turnout among eligible voters](#) since 2016, for jurisdictions in which an election was being held:

Voter Turnout in Washington State by Election



Turnout was highest in the 2016 presidential election cycle, although it wasn’t too far behind in the 2018 federal midterms. We can safely assume turnout will be very high for the 2020 election as well, which means validation may be a bigger concern for some jurisdictions in 2021 than it has been in several years.

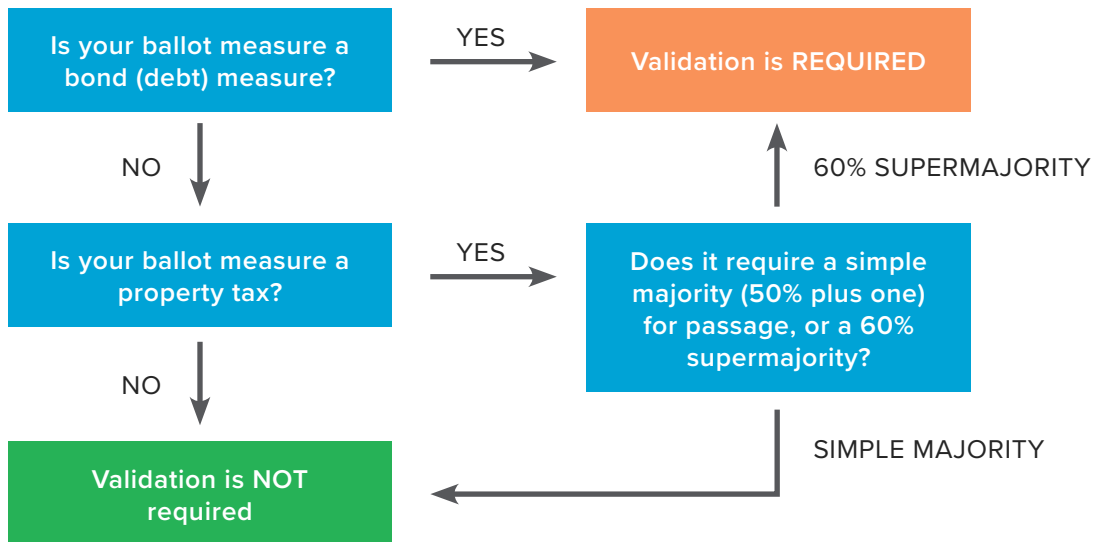
DOES YOUR BALLOT MEASURE REQUIRE VALIDATION?

The issue of validation can seem confusing. I’ve seen instances where people didn’t realize validation was required when it was, as well as other cases where people thought validation was required when it *wasn’t*. Such misunderstandings can create confusion over whether a measure passed or failed.

For those ballot measures that do require validation, the voter turnout requirements are either written into the state constitution or into state statute.

But here's a fairly simple test to help you figure out whether your ballot measure requires validation. While there is no one single statute addressing validation, it appears the various ballot measure statutes all follow these rules:

Does Your Ballot Measure Require Validation (Minimum Voter Turnout)?



For instance, the following measures all require 60% approval with validation:

- Voted bond measures, also known as unlimited tax general obligation (U.T.G.O.) bonds ([Washington State Constitution](#), Article VII, Section 2(b) and [RCW 84.52.056](#)). This can include certain annexation measures too, if the annexed territory would be responsible for assuming existing debt.
- Emergency medical services (EMS) levies – but only for the *initial* imposition of a 6-year or 10-year levy, or for the imposition of a *permanent* EMS levy. ([RCW 84.52.069](#)).
- Six-year park and recreation service area levies ([RCW 36.68.525](#)).
- Six-year park and recreation district levies ([RCW 36.69.145](#)).
- Six-year county criminal justice levies ([RCW 84.52.135](#)).
- One-year excess levies ([Washington State Constitution](#), Article VII, Section 2(b) and [RCW 84.52.052](#)).

But validation is *not* required for the following measures:

- Levy lid lifts ([RCW 84.55.050](#)), which only require a simple majority for passage.
- The subsequent approval of a previously approved 6-year or 10-year EMS levy ([RCW 84.52.069](#)).
- Any sales taxes.
- Fire benefit charges ([RCW 52.18.050](#) for fire protection districts and [RCW 52.26.220](#) for regional fire authorities). Even though the initial or permanent imposition fire benefit charges requires 60% voter approval – see [SSB 6415](#) authorizing 10-year and permanent fire benefit charges effective June 11, 2020 – it is not a property tax and does not require validation.

WHAT IF TURNOUT IS TOO LOW?

For property tax measures *except* bonds, there is an alternative “backdoor” approval process if turnout falls below 40% of the most recent state general election. If that happens, you can still secure passage if the number of “yes” votes is at least 60% of 40% – or, in plain English, 24% – of the number of votes cast in the most recent general election. This means the measure can still pass with less than 40% turnout compared to the general election, but the required “yes” percentage starts climbing above 60%. The lower the turnout, the higher the percentage of “yes” votes required.

For bond measures, there is no backdoor approval method. If turnout falls below 40% of the most recent general election, the measure will fail regardless of how many “yes” votes it received.

THE TAKEAWAY

If you’re planning a ballot measure next year, make sure you know whether validation is required and, if so, take election timing and expected turnout into account. Turnout is generally highest for the November general election and lower for February, April, and August elections, but it also depends on what other issues or offices may be on the ballot as well as other factors unique to your jurisdiction.

Following the 2020 general election, each county auditor will determine the number of voters participating in the election for each taxing district and provide that number to each taxing district for calculating validation thresholds in 2021 ([WAC 434-262-017](#)).

For a deeper dive into how validation works, including examples of various turnout scenarios, refer to the “Validation/Voter Turnout Requirements” sections in our [City Revenue Guide](#) and [County Revenue Guide](#).

Assessing Your Budget Document

Each year as an opening exercise for the annual AWC Municipal Budgeting and Financial Management workshop, we have the participants assess their current budget document using our Budget Document Scorecard. For many, this brief exercise often starts the evolution of the budget document from just numbers on a page to a budget document that tells a story about your jurisdiction.

The questions have been developed over the years from experts in the area of municipal budgeting. It is intended to give you ideas that will enhance the budget document, but it is not the only evaluation tool available. In fact, the GFOA has a [Distinguished Budget Presentation Award Program \(Budget Awards Program\)](#) that goes into much further detail.

But this scorecard is intended to help you evaluate and make small steps over the course of several years to improve the content of your comprehensive budget document, with the goal of providing your reader with a more transparent and easily understood budget.

We conclude *2021 Budget Suggestions* with this two-page scorecard. This tool may also be found on our website at mrsc.org/budgeting, and we hope that you decide to take this first step to a more comprehensive budget document.

HAPPY BUDGETING!!



Budget Document Scorecard



Use the following evaluation scorecard to see where your budget document excels and where there might be room for improvement. If you fill out this form electronically using Adobe Acrobat or [Acrobat Reader](#) (free), the point total at the bottom will be calculated automatically. *(Some web browsers also support this feature, but others may not.)*

ASSESSMENT QUESTION (SEE NEXT PAGE FOR FURTHER GUIDANCE)	POINT RANGE	SCORE
Does the budget include a table of contents and a glossary of terms?	0 – 2	
Does the budget describe the organization (such as an org chart)?	0 – 2	
Does the budget message address major strategic issues (assumptions, trends, problems, and opportunities)?	0 – 4	
Does it include a clear mission or “broad goals” statement?	0 – 2	
Does the budget include goals for the year / biennium, including how they connect to strategic long-term goals?	0 – 3	
Are relevant financial policies included and referenced?	0 – 3	
Does the budget include a summary of major revenues and expenditures for at least a three-year period (prior year actual, current year, and proposed budget)?	0 – 3	
Is the overall financial plan clear? Is there a forecast of at least 3 years?	0 – 5	
Is there a chart showing staffing by department which provides historical information (comparative) such as FTEs?	0 – 4	
Does the budget document discuss reserves (policy, targets, levels, planned uses, plans to restore)?	0 – 4	
Is there a description of the programs and activities provided that includes measurable objectives? Are they related to the goals?	0 – 4	
Does the budget discuss current debt levels by debt types (general obligation, revenue, assessment) including comparisons to legal limits?	0 – 3	
Does the budget include a list of capital projects for the year? Does it discuss how the improvements will impact future operating budgets?	0 – 4	
Does the budget convey its messages clearly with graphs, tables, or other means throughout the document?	0 – 2	
Is the overall budget format easy to follow and use?	0 – 2	
Would a citizen or an elected official feel this is a user-friendly budget?	0 – 4	
Does the budget document provide the reader with opportunities to gain further information?	0 – 2	
Total	53 possible	

Further guidance regarding the Budget Document Scorecard: The order of the questions typically represents the order this information is found in budget documents. The following is a description of the ideals for each section.

Does the budget include a table of contents and a glossary of terms?

A simple table of contents should be included. A glossary of terms unique to budgeting and to your particular organization should also be included. An index is a bonus.

Does the budget describe the organization (such as an org chart)?

An organization chart of the entire government is needed but often not enough to describe the organization to an “outsider.” Add defining narrative to help bridge the gap.

Does the budget message address major strategic issues (assumptions, trends, problems, and opportunities)?

The most important element of your budget is your message. Here you can incorporate other elements (see below) but should be sure to tell your story. Describe what you emphasized (and de-emphasized) in this budget and why! Talk about more than numbers.

Does it include a clear mission or “broad goals” statement?

What is the purpose of your organization? If you haven’t discussed it and written it down, there is likely confusion on that point. Be sure to include it in the budget!

Does the budget include goals for the year / biennium, including how they connect to strategic long-term goals?

A great budget message element is to describe what things of significance you hope to accomplish during the budget period.

Are relevant financial policies included and referenced?

At a minimum discuss reserve, revenue, budget and expenditure policies. Don’t include non-budget policies (such as purchasing or investments), but you can make reference to them. Describe where this budget might deviate from your policy guidance (or clearly state that it is consistent with policy).

Does the budget include a summary of major revenues and expenditures for at least a three-year period (prior year actual, current year, and proposed budget)?

Include fund balances as well. This is your “financial plan.” Fewer, simple charts are best! Graphs are great but need some captions to interpret them – and make your points.

Is the overall financial plan clear? Is there a forecast of at least 3 years?

Along with the financial summary, include a forecast of the major operating funds. Keep to high-level account descriptions (avoid too much detail). Summarize into thousands.

Is there a chart showing staffing by department which provides historical information (comparative) such as FTEs?

Staffing is often the most significant cost. Also, this can help provide insight into how the government is organized.

Does the budget document discuss reserves (policy, targets, levels, planned uses, plans to restore)?

Fund balance changes of more than 10% should be explained. Uses of fund balance in your budget should be explained as well.

Is there a description of the programs and activities provided that includes measurable objectives? Are they related to the goals?

“Narratives” take many forms. Basically describe what you are doing, why you are doing it, and who is the customer. This can be organized by department, fund, program, or community priority.

Does the budget discuss current debt levels by debt types (general obligation, revenue, assessment) including comparisons to legal limits?

Debt or other legal / financial obligations can be a significant budgetary and financial issue. Transparency is the key – but again at a summary level. What debt exists and why? How does it compare to legal limits and ability to pay?

Does the budget include a list of capital projects for the year? Does it discuss how the improvements will impact future operating budgets?

Capital budgets are challenging to present in clear and simple ways. However a few schedules of sources and uses of funds, along with descriptions of your largest projects, works well. Be sure to discuss operating budget impacts.

Does the budget convey its messages clearly with graphs, tables, or other means throughout the document?

Budgets can be intimidating – try to avoid jargon, long-running paragraphs of text, too many details, and other potential distractions.

Is the overall budget format easy to follow and use?

Consider a “highlights” or other ways to convey the most important points. Most casual readers will look at the message and a few additional pages. Use this limited attention well!

Would a citizen or an elected official feel this is a user-friendly budget?

A “budget in brief” or some other summary is often helpful. Put the hot-button issues right up front. Be clear about what you are proposing – in simple terms.

Does the budget document provide the reader with opportunities to gain further information?

Provide references to your website, other documents, staff contacts, and other ways that someone can find out more about the budget or a related topic.

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**INTERLOCAL COST SHARING AGREEMENT BETWEEN THE CITY OF WALLA
WALLA FIRE DEPARTMENT, CITY OF COLLEGE PLACE FIRE DEPARTMENT,
AND WALLA WALLA COUNTY FIRE DISTRICT NO. 4 FOR THE CONSTRUCTION
OF FIRE TRAINING FACILITY REPAIRS AND UPGRADES TO THE CITY OF
WALLA WALLA FIRE TRAINING FACILITY.**

This agreement is made and entered into on this ____ day of _____, 2020 by and between the City of Walla Walla (Walla Walla), City of College Place (College Place), and Walla Walla County Fire District No. 4 (District 4), also referred to as the “Parties” to share costs for the repair and upgrades (Project) to the City of Walla Walla Fire Training Facility (Facility).

WHEREAS, RCW Chapter 39.34 authorizes the Parties to jointly exercise powers, privileges and authority through Interlocal Agreement; and

WHEREAS, the Parties jointly use the Walla Walla Fire Training Facility; and

WHEREAS, the Parties have determined that ever-changing technology in fire suppression, emergency medical and fire prevention service require firefighters to be knowledgeable and proficiently trained; and

WHEREAS, the Parties understand that the current Facility is over 45 years old and is in need of repair and updating and does not fully meet the training needs of each Party; and

WHEREAS, the Parties have determined that it would be in the public's and each Party's best interest to enter into an agreement for the sharing of costs for the repair and upgrades to the Facility as a centralized training Facility in an effort to provide a proper environment for maintaining a fundamental level of knowledge and skill required for basic and advanced firefighter skills; and

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this agreement the Parties hereto covenant and agree as follows:

1. **PURPOSE AND OBJECTIVES.** The Parties agree that the purpose of this Interlocal Agreement is to establish a plan for the mutual sharing of costs to make necessary repairs and improvements to the Facility. It is the objective of the Parties to cooperatively work together to improve the Facility to provide a proper environment for maintaining a fundamental level of knowledge and skill required for basic and advanced firefighter skills.

2. **COST AND FUNDING.**

2.1. It is estimated that that the cost of the Project will be seven hundred fifty four thousand five hundred dollars. (\$754,500) broken down as follows:

New Drill Tower:	\$450,000
Old Drill Tower repairs:	\$95,000
Site/Asphalt work:	\$186,000
Irrigation costs:	\$14,000

Permit fees: \$9,5000
Estimated Total Project Cost \$754,500

- 2.2. It is agreed that each Party will be responsible for one-third (1/3) of the total cost of the Project "Proportional Share." Based on the estimated total cost each Party would be responsible for two hundred fifty one thousand and five hundred dollars (\$251,500). Each Party shall be individually responsible to pay its Proportional Share for any additional costs incurred above the estimated total. Any such additional costs shall be approved in writing and in advance by all Parties. In kind services may be accepted in lieu of charges as deemed acceptable upon mutual agreement in writing by all Parties to this agreement.
- 2.3. District 4 agrees to provide an initial investment of not to exceed nine-hundred thousand dollars (\$900,000) "Initial Investment." District 4 agrees to transfer monies to Walla Walla concurrent with the Project timeline. Walla Walla and College Place agree to repay their Proportional Share of the Initial Investment to Fire District 4 beginning no later than January 2023. This Proportional Share will include interest equivalent to the annual reported Walla Walla County investment pool interest rate. The interest rate will be calculated based on the interest report from the year prior to the annual payment. Walla Walla and College place agree to repay their proportional share of the Initial Investment in five (5) annual payments beginning in January 2023. In the event any portion of the Initial Investment is not expended prior to the completion of the Facility repairs and upgrades Walla Walla shall refund to District 4 such unused amounts within 30 days of the project close out.
- 2.4. In the event additional costs beyond the Initial Investment are required, each Party shall pay its Proportional Share of such costs at the time they are due and owing.
3. TERM. This agreement shall commence on the date of execution by all Parties and shall terminate upon successful completion of the desired Facility repairs and upgrades and upon completion of the funding repayment terms set forth in Section 2.3.
4. LEAD AGENCY Walla Walla will act as lead agency for this project, and will be responsible for designing, bidding and administering the construction contract, including signature authority for contractual matters.
 - 4.1. Construction Plans. Walla Walla or the City's consultant shall prepare or cause to be prepared, construction plans for the Project. A representative from College Place and District 4 shall review and approve construction plans and designs for the Project prior to the Project going out for bid.
 - 4.2. Project bidding. Walla Walla shall conduct a competitive bidding process consistent with the statutory requirements applicable to Walla Walla. College Place and District 4 shall approve the award of the bid prior to Walla Walla signing a construction contract.
 - 4.3. Construction Inspection & Administration. Walla Walla shall perform all construction administration and field inspection work for the Project.

- 4.4. Construction Costs. Walla Walla agrees to pay for the Project Construction Costs out of the Initial Investment funds provided by District 4 together with any additional funds required under Section 2.4.
- 4.5. Accounting of Funds. Walla Walla shall provide a regular accounting of funds expended on the Project and provide such accounting reports to College Place and District 4. The Parties agree to regularly meet to discuss the accounting of funds and progress of the Project.
5. COOPERATION. The Parties agree to diligently pursue the completion of the Project and to provide such support and assistance as necessary to accomplish completion of the Project.
6. OWNERSHIP AND JOINT USE. The upgrades to the Facility shall remain the property of Walla Walla. The Parties agree that it will continue to partner with the other Parties for the joint use, maintenance and operations of the Facility by separate agreement after the Project is completed.
7. INDEMNIFICATION. Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.
8. MODIFICATIONS AND AMENDMENTS. This agreement may be, changed, modified or amended only by written agreement executed by the Parties.
9. CONSENT. Whenever the consent of a Party is required, that Party agrees to exercise good faith in granting or withholding of the consent in a manner believed by the Parties to be in the best interest of this agreement.
10. FORCE MAJEURE. Except as otherwise provided herein, no Party shall be obligated to perform hereunder or deemed to be in default if performance is prevented by (a) fire, hurricane, flood, tornado, act of God, terrorist act, or civil commotion, or (b) any law, rule, regulation or order of any public or military authority stemming from the existence of economic or emergency controls, hostilities or war; provided that such occurrence and the adverse effects of such occurrence are not reasonably foreseeable and are beyond the reasonable control of the non-performing Party, and, provided further, that the non-performing Party takes reasonable actions to mitigate the adverse effects of such occurrence.
11. NON-DISCRIMINATION. No Party shall discriminate against any person by reason of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, physical disability, or the use of a trained

dog guide or service animal by a person with a disability in connection with the performance of its obligation under this agreement.

12. **DISPUTE RESOLUTION.** If a dispute arises out of or relating to this agreement or the breach of this agreement and if the dispute cannot be settled through direct discussions between the Fire Chiefs of the Parties, the Parties agree to first endeavor to settle the dispute in an amicable manner through discussions between the City Manager of Walla Walla, the City Administrator of College Place and the Chairman of the Board of District 4. If a resolution is still not agreed upon, the Parties may submit to litigation in Walla Walla County Superior Court, and the prevailing Party shall recover its costs and attorney's fees incurred, including for appeals, which shall be determined and fixed by the court as part of the judgment.
13. **SEVERABILITY.** If any provision of this agreement shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.
14. **ENTIRE AGREEMENT.** Subject to Section 5, this agreement sets forth in full the entire agreement of the Parties, and any other verbal or written agreements, representations or understandings are hereby deemed to be null and void and of no force and effect whatsoever.
15. **TIMELINESS OF PERFORMANCE.** The Parties shall satisfy their responsibilities, obligations, and liabilities under this consent agreement within time limits required by this agreement, and Parties acknowledge that time is of the essence.
16. **INDEPENDENT CONTRACTORS.** The Parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Parties. Each Party shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this agreement. Nothing in this agreement shall make any employee of any Party an employee of any other Party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment. This agreement does not create any separate legal or administrative entity.
17. **SUCCESSORS.** This agreement and all the terms and provisions of it shall be binding on and shall inure to the benefit of the Parties and their legal representatives, heirs and successors, except as otherwise expressly provided for in this agreement.
18. **CONSTRUCTION.** This agreement shall be construed in conformity with the laws of the State of Washington.
19. **VENUE.** Any dispute or proceeding arising out of this agreement shall be submitted to the Superior Court of the State of Washington for Walla Walla County.
20. **NOTICE.** All notices, offers or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given or

made if personally delivered or mailed from within the United States by first class United States mail, postage prepaid, and addressed to another Party, to the address as follows:

City of Walla Walla
City Clerk
15 N. 3rd Ave.
Walla Walla, WA 99362

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

Walla Walla County Fire District No. 4
2251 S. Howard St.
Walla Walla, WA 99362

Any Party may change its address by giving notice in writing stating its new address to the other Parties.

21. COUNTERPARTS. This agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

In Witness, the Parties have executed this Agreement as of the day and year first written above

Attest:

Approved as to form

Nabiel Shawa
City Manager
City of Walla Walla

City Attorney
City of Walla Walla

Chairman Board of Commissioners
Walla Walla County FPD #4

Attorney
Walla Walla County FPD #4

City Manager
City of College Place

City Attorney
City of College Place



**WALLA WALLA FIRE
DEPARTMENT
AND
WALLA WALLA COUNTY FIRE
PROTECTION DISTRICT NO. 4
AND
COLLEGE PLACE FIRE
DEPARTMENT
JOINT TRAINING FACILITY
INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into on the date set forth below by and between the City of Walla Walla("City") and Walla Walla County Fire Protection District No. 4, and the City of College Place ("Partners"), for the purpose of providing and maintaining a joint training facility.

WHEREAS, the City and Partners have determined that ever-changing technology in fire suppression, emergency medical and fire prevention service require firefighters to be knowledgeable and proficiently trained.

WHEREAS, the City and Partners have determined that it would be in the public's best interest to enter into an agreement for the mutual operation and management of a centralized training facility for all three fire departments in an effort to provide a proper environment for maintaining a fundamental level of knowledge and skill required for basic and advanced firefighter skills.

WHEREAS, the City and Partners have determined that a shared facility will reduce the costs of construction, maintenance, and operation for all three agencies.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this agreement, the parties hereto covenant and agree as follows:

Section 1. Parties. The City of Walla Walla, Walla Walla County Fire Protection District No. 4 and the City of College Place are parties to this agreement in their respective capacities as fire departments and fire protection districts responsible for providing the citizens of the Cities and District with numerous services which include: basic and advanced emergency medical care and transportation, fire suppression, prevention and investigation, technical land and water rescue services and hazardous materials response.

Section 2. Period of Performance. This agreement shall commence on the date of signing_ and shall terminate on December 31, 2031 ("Initial Term"). At the end of the Initial Term and any additional term, this agreement shall automatically be extended for an additional 12- month period, unless 60 days prior to such date, either party gives notice in writing of its intent to terminate this agreement..

Section 3. Facility Use. It is hereby agreed that the facility will be used as a centralized training facility for all three fire agencies for the purposes of providing a proper environment that is fundamental for maintaining a level of knowledge and skill required for basic and advanced firefighter skills.

Section 4. Scheduling. All scheduling for use of the facility will be the sole responsibility of the Training Divisions of the City and Partners. Use by the City and Partners shall only be restricted to the extent as required by local, state and federal laws and regulations.

Section 5. Management. The City and Partners shall jointly and equally manage and operate

the Training facility property, such property shall include land, buildings, appurtenances and all other improvements related thereto which are located on site at 300 Cayuse St, Walla Walla, Washington. All management for use of the facility will be the sole responsibility of the Training Divisions of the City and Partners. Said property (that is currently owned by the City of Walla Walla) is described as follows:

1. The training building prop.
2. The training tower (old)
3. The fire behavior prop
4. The storage container

Section 6. Budget. The City and Partners shall establish a Joint Training Facility Budget ("Budget") which shall provide for the operation of the training facility. The Budget and all its books and accounts shall be administered and managed by the City in a manner using generally accepted accounting methods. Any expenditure for maintenance, operation, equipment and capital improvements shall be recorded into this Budget.

Section 7. Budget - Revenues and Expenditures.

- (a) Funds received by the parties resulting from: (1) the operation or use of training facility; (2) any activities conducted at the training facility site; or (3) any activities by or services provided by the parties pursuant to this agreement, shall be deposited by the parties into the Budget. It is agreed that monies deposited in the Budget shall be used solely for the operation and maintenance of the training facility or for the purchase or acquisition of equipment or capital improvements.
- (b) Expenses incurred by the City and Partners in the performance of services pursuant to this agreement shall be pre-approved through agreed upon budgetary processes by all parties to this agreement. Any expenses not pre-approved through the budgetary process must be subsequently approved to in writing by all parties to this agreement.
- (c) All agencies, other than the City and Partners, will be charged for the use of the facility, commensurate with the demand placed by the other agencies use, in an amount pre-approved and agreed upon in writing by the Fire Chiefs of the City and Partners. In-kind donations may be accepted in lieu of charges as deemed acceptable upon mutual agreement in writing by all parties to this agreement.
- (d) All capital improvements to the training facility or grounds must be mutually agreed to in writing. All costs associated with capital improvements will be paid out of the Budget.
- (e) No maintenance and operation costs are anticipated until March 2023. Should such costs arise during the period prior to this date, all costs associated with maintenance and operation shall be divided so that the City shall be responsible for fifty percent (50%) of all costs of maintenance and operation of the facilities and grounds with the Partners each responsible for twenty-five percent (25%) of all costs of maintenance and operation. The City shall also be responsible for managing janitorial, grounds maintenance services, and third-party contracts for the training facility.

Section 8. Losses. Losses from the operation of the training facility shall be apportioned as follows:

INTERLOCAL AGREEMENT

- (a) Any losses to real or personal property incurred in the mutual operation of the training facility shall be shared fifty percent (50%) by the City and twenty five percent (25%) each by the Partners. In the event of any loss after expenditure of all monies available in the Budget, each party's contribution required by this agreement to cover said loss shall be deposited into the Budget no later than January 31 of the year following the loss.
- (b) Any losses to real or personal property incurred in the independent operation of the training facility by any party to this agreement shall be the sole responsibility of said party. The party incurring such loss shall be required to replace, restore or fix any loss to real or personal property incurred during the independent operation of the training facility no later than January 31 of the year following the loss. Provided however, if insurance proceeds are applicable to the loss the party shall only be responsible for any deductible payments or uninsured portions of the losses.

Section 9. Capital Improvements. Any budgetary expenditure over One Thousand Dollars (\$1,000.00), or donation of material and labor valued at over \$1,000.00 that adds to the useful life or value of any land, buildings or other appurtenances or other facilities will be considered capital improvements. Incidental repairs and maintenance shall not be considered a capital expenditure. All capital improvements below a value of \$1,000.00 shall be considered repair or maintenance. No capital improvements will be made or accepted without the prior written approval of all parties. Such written approval shall contain the value of the capital improvement to be made. An inventory of all capital improvements shall be kept by the City and acknowledged by the Partners. Such inventory shall reflect the contribution made by each party and shall also reflect the source of the contribution, whether it is directly from the Budget or other source. The City shall be responsible for compiling and maintaining an annual updated inventory of all capital improvements. The City will provide annual inventory and financial reporting to the Partners. Should either Partner request additional reporting, the City will accommodate on an as needed basis.

Section 10. Equipment. No budgetary expenditure or donation over One Thousand Dollars (\$1,000.00) for equipment, or donations of equipment valued at over \$1,000.00 shall be made or accepted without the prior written approval of all parties. Such written approval shall contain the value of the equipment to be acquired. An inventory of all equipment shall be kept by the City and acknowledged by the Partners. This inventory shall reflect the contributor and value of the contribution whether it is directly from the Budget or other source. The City shall be responsible for compiling and maintaining an annual updated inventory of equipment.

Section 11. Initial Investments. To be covered in supplemental agreement agreed upon by all parties.

Section 12. Liens. Neither the City nor the Partners shall contract any debt or debts for labor, materials, services or otherwise take any action which may allow a lien to be placed on the training facility's property without concurrence of all parties.

Section 13. Maintenance for the duration of this agreement, the City and Partners shall, consistent with policy decisions made by Fire Chiefs of the City and Partners, assist with the maintenance of the training facility and all fixtures and improvements thereon in clean, safe and good condition and repair for maximum benefit and utilization and comply with all local, state and federal laws and

regulations relating to the use of the facility.

Section 14. Termination. This agreement may be terminated as follows:

- (a) By any party at the expiration of the initial term of ten (10) years with sixty (60) days' notice; or
- (b) By any party for cause upon sixty (60) days prior written notice in the event of violation by another party of any of the provisions of this agreement. The violating party shall first be given sixty (60) days from such written notice of termination to correct such violation, and if such correction is made within the sixty (60) day period, this agreement shall not be terminated. Such opportunity and period of correction shall not be available for second and succeeding violations of the same provision of this agreement; or
- (c) By mutual agreement of the parties.

Section 15. Buy-Out and Equity. In the event of termination of this agreement by any party pursuant to Section 14(a) herein, or by the City and Partners for cause pursuant to Section 14(b) herein; or by mutual agreement pursuant to Section 14(c) the City shall be required to buy out the equity interest of the Partner(s) in the training facility property, excluding any equity interest the Partner(s) may have acquired through donations or grant funded monies, which shall be calculated in accordance with the following terms and conditions:

- (a) The Partners shall each be credited with one-third the value of capital improvements, minus any equity interest the Partners may have acquired in the capital improvements through donations or grant funded monies, made to the training facility and any additional improvements made pursuant to Section 9 of this agreement for which funds are expended prior to the termination of this agreement. For the purposes of this section, "value of capital improvements" shall mean the value as of December 31, 2031, as determined by an agency mutually agreed upon for appraisal (if the parties cannot agree the court will appoint an appraiser); provided that, if this agreement is shortened to less than its initial term or extended pursuant to Section 2 herein, said value shall be determined as of January 1 of the year following termination.
- (b) The Partners shall each be credited with one-third the value of equipment, minus any equity interest the Partners may have acquired in the equipment through donations or grant funded monies, procured for the training facility and any additional equipment acquired pursuant to Section 10 of this agreement for which funds are expended prior to the termination of this agreement. For the purposes of this section, "value of equipment" shall mean the value as of December 31, 2031, as determined by an agency mutually agreed upon for appraisal; provided that, if this agreement is shortened to less than its initial term or extended pursuant to Section 2 herein, said value shall be determined as of January 1 of the year following termination.
- (c) The Partners shall each be credited with one-third the amount of monies remaining in the Budget for capital improvements as of December 31 of the year of termination after all obligations, debts, liabilities, and claims have been satisfied. In the event that the total obligations, debts, liabilities, and claims exceed the amount of the Budget, the Partner's

equity interest shall be reduced by an amount equal to one-half of such excess. In the event of termination of this agreement, the City shall pay the Partner(s) an amount equal to the Partner's equity interest not later than December 31, 2031. Provided that, if this agreement is shortened or extended pursuant to Section 2 herein, said payment shall be due not later than December 31 of the year following termination.

- (d) The Partner's shall each be credited with twenty-five percent (25%) of the amount of monies remaining in the Budget as of December 31 of the year of termination after all obligations, debts, liabilities, and claims have been satisfied. In the event that the total obligations, debts, liabilities, and claims exceed the amount of the Budget, each Partner's equity interest shall be reduced by an amount equal to twenty-five percent (25%) of such excess. In the event of termination of this agreement, the City shall pay the Partner(s) an amount equal to the Partner(s) equity interest not later than December 31, 2031. Provided that, if this agreement is shortened or extended pursuant to Section 2 herein, said payment shall be due not later than December 31 of the year following termination.
- (e) Upon buy-out of the Partner(s) equity interest by the City, the City shall be granted any and all right, title, and interest in the training facility capital improvements, equipment and real property.
- (f) At no time shall the City be required to buy-out the Partner(s) for any capital improvements or equipment, whole or in part, acquired through monies obtained through donations or grants. The City shall only be obligated to buy out the Partner(s) equity interest in capital improvements and equipment obtained through hard money. "Hard money" shall mean that money which comes directly from and is solely attributable to each party of this agreement and money earned by use of the facility and shall exclude donated or grant funded monies.

Section 16. Reporting. The City shall provide a yearly activity report explaining all monetary actions taken during the previous calendar year under this agreement. Should any Partner request additional reporting, the City will accommodate on an as needed basis.

Section 17. Records Inspection. The City shall retain all of its books, records and documents reflecting all direct and indirect costs expended by the City and Partners in the performance of the services described herein and all revenues generated in connection with the training facility. These records shall be subject at all reasonable times for inspection, review or audit by the City or Partners and/or the Office of the State Auditor.

Section 18. Operation Plan. The City and Partners shall develop a five-year plan of operation for the facility prior to March 2021. This plan shall include, but not be limited to, future uses, anticipated purchases and management policies. This plan shall then be updated annually upon mutual agreement.

Section 19. Non-Discrimination. Neither the City nor the Partners shall discriminate against any person by reason of race, religion, color, sex, national origin, physical, emotional or sensory handicap, marital status or any other protected class in connection with the performance of its obligations under this agreement.

Section 20. Non-assignment. Neither the City nor the Partners shall assign this agreement or any

INTERLOCAL AGREEMENT

portion thereof, or any of its rights or responsibilities hereunder without the prior written consent of the other parties.

Section 21. Insurance.

- (a) All parties agree to provide and maintain general liability insurance coverage at all times during the course of this agreement. Such insurance shall afford protection to a limit of not less than Five Million Dollars (\$5,000,000.00).
- (b) The Budget shall purchase and provide separate insurance to include general liability insurance for the training facility and field in the amount of Five Million Dollars (\$5,000,000.00) and property insurance for the training facility and field in an amount equal to the replacement value of any real and personal property associated or encumbered upon said facility and field. Such insurance shall carry first party loss for fire damage for the facility and all improvements thereon.
- (c) The activities insured shall include all activities involved in the operation of the training facility, whether run by the City, the Partners, a subcontractor or lessor. It is agreed that in the event of fire or loss, proceeds of any insurance shall be used to restore the property to operating conditions.
- (d) The acquisition of all such insurance coverage required for the operation of the training facility shall be the responsibility of the City, at a cost mutually agreed to by the City and the Partners funded through the Budget's maintenance and operation.
- (e) In no event shall any party forego or waive any of the insurance provisions.

Section 22. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

Section 23. Notices. All notices, offers or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given or made if personally delivered or mailed from within the United States by first class United States mail, postage prepaid, and addressed to another Party, to the address as follows:

City of Walla Walla
City Clerk
15 N. 3rd Ave.
Walla Walla, WA 99362

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

Walla Walla County Fire District No. 4
2251 S. Howard St.
Walla Walla, WA 99362

Any Party may change its address by giving notice in writing stating its new address to the other Parties.

Section 24. Successors. This agreement and all the terms and provisions of it shall be binding on and shall inure to the benefit of the parties and their legal representatives, heirs and successors, except as otherwise expressly provided for in this agreement.

Section 25. Construction. This agreement shall be construed in conformity with the laws of the State of Washington.

Section 26. Counterparts. This agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 27. Consent. Whenever the consent of either party is required, that party agrees to exercise good faith in granting or withholding of the consent in a manner believed by the parties to be in the best interest of this agreement.

Section 28. If a dispute arises out of or relating to this agreement or the breach of this agreement and if the dispute cannot be settled through direct discussions between the Fire Chiefs of the Parties, the Parties agree to first endeavor to settle the dispute in an amicable manner through discussions between the City Manager of Walla Walla, the City Administrator of College Place and the Chairman of the Board of District 4. If a resolution is still not agreed upon, the Parties may submit to litigation in Walla Walla County Superior Court, and the prevailing Party shall recover its costs and attorney's fees incurred, including for appeals, which shall be determined and fixed by the court as part of the judgment.

Section 29. Severability. If any provision of this agreement shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

Section 30. Modifications and Amendments. This agreement may be waived, changed, modified or amended only by written agreement executed by the City and the Partners.

Section 31. Entire Agreement. This agreement sets forth in full the entire agreement of the parties, and any other verbal or written agreements, representations or understandings are hereby deemed to be null and void and of no force and effect whatsoever.

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

Attest:

Approved as to form

Nabiel Shawa
City Manager
City of Walla Walla

Tim Donaldson
Attorney
City of Walla Walla

Chairman
Board of Commissioners
Walla Walla County FPD #4

Attorney
Walla Walla County FPD #4

City Manager
City of College Place

Attorney
City of College Place

**INTERLOCAL COST SHARING AGREEMENT BETWEEN THE CITY OF WALLA
WALLA FIRE DEPARTMENT, CITY OF COLLEGE PLACE FIRE DEPARTMENT,
AND WALLA WALLA COUNTY FIRE DISTRICT NO. 4 FOR THE CONSTRUCTION
OF FIRE TRAINING FACILITY REPAIRS AND UPGRADES TO THE CITY OF
WALLA WALLA FIRE TRAINING FACILITY.**

This agreement is made and entered into on this ____ day of _____, 2020 by and between the City of Walla Walla (Walla Walla), City of College Place (College Place), and Walla Walla County Fire District No. 4 (District 4), also referred to as the "Parties" to share costs for the repair and upgrades (Project) to the City of Walla Walla Fire Training Facility (Facility).

WHEREAS, RCW Chapter 39.34 authorizes the Parties to jointly exercise powers, privileges and authority through Interlocal Agreement; and

WHEREAS, the Parties jointly use the Walla Walla Fire Training Facility; and

WHEREAS, the Parties have determined that ever-changing technology in fire suppression, emergency medical and fire prevention service require firefighters to be knowledgeable and proficiently trained; and

WHEREAS, the Parties understand that the current Facility is over 45 years old and is in need of repair and updating and does not fully meet the training needs of each Party; and

WHEREAS, the Parties have determined that it would be in the public's and each Party's best interest to enter into an agreement for the sharing of costs for the repair and upgrades to the Facility as a centralized training Facility in an effort to provide a proper environment for maintaining a fundamental level of knowledge and skill required for basic and advanced firefighter skills; and

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this agreement the Parties hereto covenant and agree as follows:

1. PURPOSE AND OBJECTIVES. The Parties agree that the purpose of this Interlocal Agreement is to establish a plan for the mutual sharing of costs to make necessary repairs and improvements to the Facility. It is the objective of the Parties to cooperatively work together to improve the Facility to provide a proper environment for maintaining a fundamental level of knowledge and skill required for basic and advanced firefighter skills.

2. COST AND FUNDING.

2.1. It is estimated that that the ~~upgrades to the Facility~~cost of the Project ~~would will~~ be seven ~~hundred~~, fifty ~~four~~ thousand five ~~hundred~~ ~~collars~~dollars. (\$754,500) broken down as follows:

New Drill Tower:	\$450,000
Old Drill Tower repairs:	\$95,000
Site/Asphalt work:	\$186,000

Irrigation costs:	\$14,000
Permit fees:	\$9,5000
Estimated Total <u>Project</u> Cost	\$754,500

2.2. It is agreed that each Party will be responsible for one-third (1/3) of the total cost of the ~~project~~Project “Proportional Share.” Based on the estimated total cost each Party would be responsible for two hundred, fifty, ~~one thousand and five hundred dollars~~ (\$251,500). Each Party shall be individually responsible to pay its ~~proportional~~Proportional share Share for any additional costs incurred above the estimated total. Any such additional costs shall be approved in writing and in advance by all Parties. In kind services may be accepted in lieu of charges as deemed acceptable upon mutual agreement in writing by all Parties to this agreement.

~~2.3. Fire~~District 4 agrees to provide an initial investment of not to exceed nine-hundred thousand dollars (\$900,000) “Initial Investment.” ~~Fire~~District 4 agrees to transfer monies to ~~the City of~~ Walla Walla concurrent with the projectProject timeline. ~~The Cities of~~ Walla Walla and College Place agree to repay their ~~proportional~~Proportional share Share of ~~expenses~~the Initial Investment to Fire District 4 beginning no later than January 2023. This ~~proportional~~Proportional Sshare will include interest equivalent to the annual reported Walla Walla County investment pool interest rate. The interest rate will be calculated based on the interest report from the year prior to the annual payment. ~~The Cities of~~ Walla Walla and College place agree to repay their proportional share of the ~~project costs~~Initial Investment in five (5) ~~equal annual~~ payments beginning in January 2023. In the event any portion of the Initial Investment is not expended prior to the completion of the Facility repairs and upgrades Walla Walla shall refund to District 4 such unused amounts within 30 days of the project close out.

Commented [BS1]: Monthly, annual, semiannual? Need to specify

~~2.3.2.4.~~ In the event additional costs beyond the Initial Investment are required, each Party shall pay its Proportional Share of such costs at the time they are due and owing.

3. TERM. This agreement shall commence on the date of execution by all ~~parties~~Parties and shall terminate upon successful completion of the desired Facility repairs and upgrades and upon completion of the funding repayment terms set forth in ~~section~~Section 2.3.

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4. LEAD AGENCY ~~The City of~~ Walla Walla will act as lead agency for this project, and will be responsible for designing, bidding and administering the construction contract, including signature authority for contractual matters.

4.1. Construction Plans. Walla Walla or the ~~Parties~~Party’s City’s consultant ~~will shall~~ prepare or cause to be prepared, construction plans for the ~~facility p~~Project. A representative from College Place and District 4 ~~will shall~~ review and approve construction plans and designs for the ~~project~~Project prior to the Project going out for bid.

4.2. Project bidding. Walla Walla shall conduct a competitive bidding process consistent with the statutory requirements applicable to Walla Walla. College Place and District 4 shall approve the award of the bid prior to Walla Walla signing a construction contract.

4.2.4.3. Construction Inspection & Administration. Walla Walla ~~will~~shall perform all construction administration and field inspection work for the ~~project~~Project.

4.3.4.4. Construction Costs. Walla Walla agrees to pay for the Project Construction Costs out of the ~~initial~~Initial investment funds provided by District 4 together with any additional funds required under Section 2.4.

4.4.4.5. Accounting of Funds. Walla Walla ~~will~~shall provide a regular accounting of funds expended on the Project and provide such accounting reports to College Place and District 4. The Parties agree to regularly meet to discuss the accounting of funds and progress of the Project.

5. COOPERATION. The Parties agree to diligently pursue the completion of the Project and to provide such support and assistance as necessary to accomplish completion of the Project.
6. OWNERSHIP AND JOINT USE. The upgrades to the Facility shall remain the property of Walla Walla. The ~~parties~~Parties agree that it will continue to partner with the other Parties for the joint use, maintenance and operations of the Facility by separate agreement after the ~~project~~Project is completed.
7. INDEMNIFICATION. Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver. To the fullest extent permitted by law, the Parties, shall indemnify, defend and hold harmless each other and each other's officials, agents, employees, and commissioners, from and against all expenses or damages incurred by the other with respect to any and all conduct, claims or lawsuits arising out of or resulting from this agreement.
8. MODIFICATIONS AND AMENDMENTS. This agreement may be, changed, modified or amended only by written agreement executed by the Parties.
9. CONSENT. Whenever the consent of ~~either a party~~Party is required, that ~~party~~Party agrees to exercise good faith in granting or withholding of the consent in a manner believed by the ~~parties~~Parties to be in the best interest of this agreement.
10. FORCE MAJEURE. Except as otherwise provided herein, no ~~party~~Party shall be obligated to perform hereunder or deemed to be in default if performance is prevented by (a) fire, hurricane, flood, tornado, act of God, terrorist act, or civil commotion, or (b) any law, rule, regulation or order of any public or military authority stemming from the existence of economic or emergency controls, hostilities or war; provided that such occurrence and the adverse effects of such occurrence are not reasonably foreseeable and are beyond the reasonable control of the

non-performing partyParty, and, provided further, that the non-performing partyParty takes reasonable actions to mitigate the adverse effects of such occurrence.

11. NON-DISCRIMINATION. No Party-Party shall discriminate against any person by reason of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, physical disability, or the use of a trained dog guide or service animal by a person with a disability in connection with the performance of its obligation under this agreement.
12. DISPUTE RESOLUTION. If a dispute arises out of or relating to this agreement or the breach of this agreement and if the dispute cannot be settled through direct discussions between the Fire Chiefs of the ~~Cities and District~~Parties, the partiesParties agree to first endeavor to settle the dispute in an amicable manner through discussions between the City Manager of ~~the City of~~ Walla Walla, the City Administrator of ~~the City of~~ College Place and the Chairman of the Board of ~~Walla Walla County Fire Protection District No. 4~~. If a resolution is still not agreed upon, the partiesParties may submit to litigation in Walla Walla County Superior Court, and the prevailing partyParty shall recover its costs and attorney's fees incurred, including for appeals, which shall be determined and fixed by the court as part of the judgment.
13. SEVERABILITY. If any provision of this agreement shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.
14. ENTIRE AGREEMENT. Subject to Section 5, t~~This~~ agreement sets forth in full the entire agreement of the partiesParties, and any other verbal or written agreements, representations or understandings are hereby deemed to be null and void and of no force and effect whatsoever.
15. TIMELINESS OF PERFORMANCE. The partiesParties shall satisfy their responsibilities, obligations, and liabilities under this consent agreement within time limits required by this agreement, and partiesParties acknowledge that time is of the essence.
16. INDEPENDENT CONTRACTORS. The Parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Parties. Each Party shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this agreement. Nothing in this agreement shall make any employee of any Party an employee of any other Party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment. This agreement does not create any separate legal or administrative entity.
17. SUCCESSORS. This agreement and all the terms and provisions of it shall be binding on and shall inure to the benefit of the Parties and their legal representatives, heirs and successors, except as otherwise expressly provided for in this agreement.

18. CONSTRUCTION. This agreement shall be construed in conformity with the laws of the State of Washington.

19. VENUE. Any dispute or proceeding arising out of this agreement shall be submitted to the Superior Court of the State of Washington for Walla Walla County.

20. NOTICE. All notices, offers or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given or made if personally delivered or mailed from within the United States by first class United States mail, postage prepaid, and addressed to ~~either another party~~ Party, to the address as follows:

City of Walla Walla
City Clerk
15 N. 3rd Ave.
Walla Walla, WA 99362

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

Walla Walla County Fire District No. 4
2251 S. Howard St.
Walla Walla, WA 99362

~~Either Any P~~ party may change its address by giving notice in writing stating its new address to the other ~~parties~~ Parties.

21. COUNTERPARTS. This agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

In Witness, the ~~parties~~ Parties have executed this Agreement as of the day and year first written above

Attest:

Approved as to form

Nabiel Shawa
City Manager
City of Walla Walla

City Attorney
City of Walla Walla

Chairman Board of Commissioners

Attorney

Walla Walla County FPD #4

Walla Walla County FPD #4

City Manager
City of College Place

City Attorney
City of College Place

DRAFT



**WALLA WALLA FIRE
DEPARTMENT
AND
WALLA WALLA COUNTY FIRE
PROTECTION DISTRICT NO. 4
AND
COLLEGE PLACE FIRE
DEPARTMENT
JOINT TRAINING FACILITY
INTERLOCAL AGREEMENT**

THIS AGREEMENT is entered into on the date set forth below by and between the City of Walla Walla ("City") and Walla Walla County Fire Protection District No. 4, and the City of College Place ("Partners"), for the purpose of providing and maintaining a joint training facility.

WHEREAS, the City and Partners have determined that ever-changing technology in fire suppression, emergency medical and fire prevention service require firefighters to be knowledgeable and proficiently trained.

WHEREAS, the City and Partners have determined that it would be in the public's best interest to enter into an agreement for the mutual operation and management of a centralized training facility for all three fire departments in an effort to provide a proper environment for maintaining a fundamental level of knowledge and skill required for basic and advanced firefighter skills.

WHEREAS, the City and Partners have determined that a shared facility will reduce the costs of construction and operation for all three agencies.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this agreement, the parties hereto covenant and agree as follows:

Section 1. Parties. The City of Walla Walla, Walla Walla County Fire Protection District No. 4 and the City of College Place are parties to this agreement in their respective capacities as fire departments and fire protection districts responsible for providing the citizens of the Cities and District with numerous services which include: basic and advanced emergency medical care and transportation, fire suppression, prevention and investigation, technical land and water rescue services and hazardous materials response.

Section 2. Period of Performance. This agreement shall commence on the date of signing and shall terminate on December 31, 2031 ("Initial Term"). At the end of the Initial Term and any additional term, this agreement shall automatically be extended for an additional 12- month period, unless 60 days prior to such date, either party gives notice in writing of its intent to terminate this agreement. ~~Initial Term. The term of this agreement shall be from the date it is fully executed until December 31, 20282031, unless terminated sooner as provided herein.~~

Commented [BS1]: Section 23 also addressed the term, since it also had extension language I simply moved original Section 23 to this Section.

Section 3. Facility Use. It is hereby agreed that the facility will be used as a centralized training facility for all three fire agencies for the purposes of providing a proper environment that is fundamental for maintaining a level of knowledge and skill required for basic and advanced firefighter skills.

Section 4. Scheduling. All scheduling for use of the facility will be the sole responsibility of the Training Divisions of the ~~Cities and District~~ City and Partners. Use by the ~~Cities and District~~ City and Partners shall only be restricted to the extent as required by local, state and federal laws and regulations.

Section 5. Management. The ~~Cities and District~~City and Partners shall jointly and equally manage and operate the Training facility property, such property shall include land, buildings, appurtenances and all other improvements related thereto which are located on site at 300 Cayuse St, Walla Walla, Washington. All management for use of the facility will be the sole responsibility of the Training Divisions of the ~~Cities and District~~City and Partners. Said property (that is currently owned by the City of Walla Walla) is described as follows:

1. The training building prop.
2. The training tower (old)
3. The fire behavior prop
4. The storage container

Section 6. Budget. The ~~Cities and District~~City and Partners shall establish a Joint Training Facility Budget ("Budget") which shall provide for the operation of the training facility. The Budget and all its books and accounts shall be administered and managed by the City ~~of Walla Walla~~ in a manner using generally accepted accounting methods. Any expenditure for maintenance, operation, equipment and capital improvements shall be recorded into this Budget.

Section 7. Budget - Revenues and Expenditures.

- (a) Funds received by the parties resulting from: (1) the operation or use of training facility; (2) any activities conducted at the training facility site; or (3) any activities by or services provided by the parties pursuant to this agreement, shall be deposited by the parties into the Budget. It is agreed that monies deposited in the Budget shall be used solely for the operation and maintenance of the training facility or for the purchase or acquisition of equipment or capital improvements.
- (b) Expenses incurred by the ~~City and Partners~~Cities or District in the performance of services pursuant to this agreement shall be pre-approved through agreed upon budgetary processes by all parties to this agreement. Any expenses not pre-approved through the budgetary process must be subsequently approved to in writing by all parties to this agreement.
- (c) All agencies, other than the ~~City and Partners~~Cities or District, will be charged for the use of the facility, commensurate with the demand placed by the other agencies use, in an amount pre-approved and agreed upon in writing by the Fire Chiefs of the City and Partners~~Cities and District~~. In-kind donations may be accepted in lieu of charges as deemed acceptable upon mutual agreement in writing by ~~both~~all parties to this agreement.
- (d) All capital improvements to the training facility or grounds must be mutually agreed to in writing. All costs associated with capital improvements will be paid out of the Budget.
- (e) No maintenance and operation costs are anticipated until [enter anticipated date]. Should ~~these such~~ costs arise during the period prior to this date, all costs associated with maintenance and operation shall be divided so that the City ~~of Walla Walla~~ shall be responsible for ~~seventy-five~~fifty percent (~~75~~50%) of all costs of maintenance and operation of the facilities and grounds ~~and with the District and the City of College Place~~Partners ~~each shall be~~ responsible for twenty-five percent (25%) ~~equally~~ of all costs of maintenance and operation. The City ~~of Walla Walla~~ shall also be responsible for managing janitorial,

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grounds maintenance services, and third-party contracts for the training facility. ~~(not sure how this split will work for us?)~~

Section 8. Losses. Losses from the operation of the training facility shall be apportioned as follows:

- (a) Any losses to real or personal property incurred in the mutual operation of the training facility shall be shared ~~seventy-five~~^{fifty} percent (50~~75~~⁵⁰%) by the City and twenty five percent (25%) each by the ~~District and College Place~~^{Partners}. In the event of any loss after expenditure of all monies available in the Budget, each party's contribution required by this agreement to cover said loss shall be deposited into the Budget no later than January 31 of the year following the loss. ~~(not sure how this split will work for us?)~~
- (b) Any losses to real or personal property incurred in the independent operation of the training facility by ~~either any~~^{any} party to this agreement shall be the sole responsibility of said party. The party incurring such loss shall be required to replace, restore or fix any loss to real or personal property incurred during the independent operation of the training facility no later than January 31 of the year following the loss. Provided however, if insurance proceeds are applicable to the loss the party shall only responsible for any deductible payments or uninsured portions of the losses.

Section 9. Capital Improvements. Any budgetary expenditure over One Thousand Dollars (\$1,000.00), or donation of material and labor valued at over \$1,000.00 that adds to the useful life or value of any land, buildings or other appurtenances or other facilities will be considered capital improvements. Incidental repairs and maintenance shall not be considered a capital expenditure. All capital improvements below a value of \$1,000.00 shall be considered repair or maintenance. No capital improvements will be made or accepted without the prior written approval of all parties. Such written approval shall contain the value of the capital improvement to be made. An inventory of all capital improvements shall be kept by the City ~~of Walla Walla~~ and acknowledged by the ~~other parties~~^{Partners}. Such inventory shall reflect the contribution made by each party and shall also reflect the source of the contribution, whether it is directly from the Budget or other source. The City ~~of Walla Walla~~ shall be responsible for compiling and maintaining an annual updated inventory of all capital improvements. The City of Walla Walla will provide annual inventory and financial reporting to all parties the Partners. Should any party either Partner request additional reporting, the City of Walla Walla will accommodate on an as needed basis.

Section 10. Equipment. No budgetary expenditure or donation over One Thousand Dollars (\$1,000.00) for equipment, or donations of equipment valued at over \$1,000.00 shall be made or accepted without the prior written approval of all parties. Such written approval shall contain the value of the equipment to be acquired. An inventory of all equipment shall be kept by the City ~~of Walla Walla~~ and acknowledged by the ~~other parties~~^{Partners}. This inventory shall reflect the contributor and value of the contribution whether it is directly from the Budget or other source. The City ~~of Walla Walla~~ shall be responsible for compiling and maintaining an annual updated inventory of equipment.

Section 11. Initial Investments. To be covered in supplemental agreement agreed upon by all parties.

Section 12. Liens. Neither the City nor the Partners ~~Cities nor the District~~ shall contract any debt or

debts for labor, materials, services or otherwise take any action which may allow a lien to be placed on the training facility's property without concurrence of all parties.

Section 13. Maintenance For the duration of this agreement, the City ~~of Walla Walla~~ and ~~its~~ Partners shall, consistent with policy decisions made by Fire Chiefs of the ~~Cities and District~~ City and Partners, assist with the maintenance of the training facility and all fixtures and improvements thereon in clean, safe and good condition and repair for maximum benefit and utilization and comply with all local, state and federal laws and regulations relating to the use of the facility.

Section 14. Termination. This agreement may be terminated as follows:

- (a) By ~~either any~~ party at the expiration of the initial term of ten (10) years with sixty (60) days' notice; or
- (b) By ~~either any~~ party for cause upon sixty (60) days prior written notice in the event of violation by ~~the another other~~ party of any of the provisions of this agreement. The violating party shall first be given sixty (60) days from such written notice of termination to correct such violation, and if such correction is made within the sixty (60) day period, this agreement shall not be terminated. Such opportunity and period of correction shall not be available for second and succeeding violations of the same provision of this agreement; or
- (c) By mutual agreement of the parties.

Section 15. Buy-Out and Equity. In the event of termination of this agreement by any party pursuant to Section 14(a) herein, or by the City and Partners ~~Cities or District~~ for cause pursuant to Section 14(b) herein; or by mutual agreement pursuant to Section 14(c) the City ~~of Walla Walla~~ shall be required to buy out the equity interest of the Partner~~(s)~~ in the training facility property, excluding any equity interest the Partner~~(s)~~ may have acquired through donations or grant funded monies, which shall be calculated in accordance with the following terms and conditions:

- (a) The Partners shall each be credited with one-third the value of capital improvements, minus any equity interest the Partners may have acquired in the capital improvements through donations or grant funded monies, made to the training facility and any additional improvements made pursuant to Section 9 of this agreement for which funds are completed expended prior to the termination of this agreement. For the purposes of this section, "value of capital improvements" shall mean the value as of December 31, ~~2028~~ 2031, as determined by an agency mutually agreed upon for appraisal (if the parties cannot agree the court will appoint an appraiser); provided that, if this agreement is shortened to less than its initial term or extended pursuant to Section ~~23~~ herein, said value shall be determined as of January 1 of the year following termination.
- (b) The Partners shall each be credited with one-third the value of equipment, minus any equity interest the Partners may have acquired in the equipment through donations or grant funded monies, procured for the training facility and any additional equipment acquired pursuant to Section 10 of this agreement for which funds are completed expended prior to the termination of this agreement. For the purposes of this section, "value of equipment" shall mean the value as of December 31, ~~2028~~ 2031, as determined by an agency mutually agreed upon for appraisal; provided that, if this agreement is shortened to less than its initial term

or extended pursuant to Section 23 herein, said value shall be determined as of January 1 of the year following termination.

- (c) The Partners shall each be credited with one-third the amount of monies remaining in the Budget for capital improvements as of December 31 of the year of termination after all obligations, debts, liabilities, and claims have been satisfied. In the event that the total obligations, debts, liabilities, and claims exceed the amount of the Budget, the Partner's equity interest shall be reduced by an amount equal to one-half of such excess. In the event of termination of this agreement, the City ~~of Walla Walla~~ shall pay the Partner/s(s) an amount equal to the Partner's equity interest not later than December 31, ~~2028~~2031. Provided that, if this agreement is shortened or extended pursuant to Section 23-2 herein, said payment shall be due not later than December 31 of the year following termination.
- (d) The Partner's shall each be credited with twenty-five percent (25%) of the amount of monies remaining in the Budget as of December 31 of the year of termination after all obligations, debts, liabilities, and claims have been satisfied. In the event that the total obligations, debts, liabilities, and claims exceed the amount of the Budget, ~~the each~~ Partner's equity interest shall be reduced by an amount equal to twenty-five percent (25%) of such excess. In the event of termination of this agreement, the City ~~of Walla Walla~~ shall pay the Partner/s(s) an amount equal to the Partner/s(s) equity interest not later than December 31, ~~2028~~2031. Provided that, if this agreement is shortened or extended pursuant to Section 23-2 herein, said payment shall be due not later than December 31 of the year following termination.
- (e) Upon buy-out of the Partner/s(s) equity interest by the City, the City shall be granted any and all right, title, and interest in the training facility capital improvements, equipment and real property.
- (f) At no time shall the City ~~of Walla Walla~~ be required to buy-out the Partner/s(s) for any capital improvements or equipment, whole or in part, acquired through monies obtained through donations or grants. The City ~~of Walla Walla~~ shall only be obligated to buy out the Partner/s(s) equity interest in capital improvements and equipment obtained through hard money. "Hard money" shall mean that money which comes directly from and is solely attributable to each party of this agreement and money earned by use of the facility and shall exclude donated or grant funded monies.

Section 16. Reporting. The City ~~of Walla Walla~~ shall provide a yearly activity report explaining all monetary actions taken during the previous calendar year under this agreement. Should any party/Partner request additional reporting, the City of Walla Walla will accommodate on an as needed basis.

Section 17. Records Inspection. The City ~~of Walla Walla~~ shall retain all of its books, records and documents reflecting all direct and indirect costs expended by the City ~~of Walla Walla~~ and Partner/s in the performance of the services described herein and all revenues generated in connection with the training facility. These records shall be subject at all reasonable times for inspection, review or audit by the City ~~of Walla Walla~~ or Partner/s and/or the Office of the State Auditor.

Section 18. Operation Plan. The City ~~of Walla Walla~~ and Partner/s shall develop a five-year plan of

operation for the facility prior to [Enter Date]. This plan shall include, but not be limited to, future uses, anticipated purchases and management policies. This plan shall then be updated annually upon mutual agreement.

Section 19. Non-Discrimination. Neither the City ~~of Walla Walla~~ nor the Partners shall discriminate against any person by reason of race, religion, color, sex, national origin, physical, emotional or sensory handicap, ~~or~~ marital status or any other protected class in connection with the performance of its obligations under this agreement.

Section 20. Non-assignment. Neither the City ~~of Walla Walla~~ nor the Partners shall assign this agreement or any portion thereof, or any of its rights or responsibilities hereunder without the prior written consent of the other parties.

Section 21. Insurance.

- (a) All parties agree to provide and maintain general liability insurance coverage at all times during the course of this agreement. Such insurance shall afford protection to a limit of not less than Five Million Dollars (\$5,000,000.00).
- (b) The Budget shall purchase and provide separate insurance to include general liability insurance for the training facility and field in the amount of Five Million Dollars (\$5,000,000.00) and property insurance for the training facility and field in an amount equal to the replacement value of any real and personal property associated or encumbered upon said facility and field. Such insurance shall carry first party loss for fire damage for the facility and all improvements thereon. ~~-(not sure about this)~~
- (c) The activities insured shall include all activities involved in the operation of the training facility, whether run by the ~~Cities~~City, the ~~District~~Partners, a subcontractor or lessor. It is agreed that in the event of fire or loss, proceeds of any insurance shall be used to restore the property to operating conditions.
- (d) The acquisition of all such insurance coverage required for the operation of the training facility shall be the responsibility of the City ~~of Walla Walla~~, at a cost mutually agreed to by the ~~Cities and District~~City and the Partners funded through the Budget's maintenance and operation.
- (e) In no event shall any party forego or waive any of the insurance provisions.

Section 22. Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or willfully tortious actions or inactions by the performing party or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. This provision shall survive the expiration of this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver. To the fullest extent permitted by

law, the Cities and District, shall indemnify, defend and hold harmless each other and each other's officials, agents, employees, and commissioners, from and against all expenses or damages incurred by the other with respect to any and all conduct, claims or lawsuits arising out of or resulting from the Cities or District's direct use of the training facility under the terms of this agreement.

~~Section 23. Period of Performance. This agreement shall commence on the date of signing and shall terminate on December 31, 2028 ("Initial Term"). At the end of the Initial Term and any additional term, this agreement shall automatically be extended for an additional 12-month period, unless 60 days prior to such date, either party gives notice in writing of its intent to terminate this agreement.~~

~~Section 24~~23. Notices. All notices, offers or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given or made if personally delivered or mailed from within the United States by first class United States mail, postage prepaid, and addressed to another Party, to the address as follows:

City of Walla Walla
City Clerk
15 N. 3rd Ave.
Walla Walla, WA 99362

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

Walla Walla County Fire District No. 4
2251 S. Howard St.
Walla Walla, WA 99362

~~Any Party may change its address by giving notice in writing stating its new address to the other Parties. All notices, offers or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given or made if personally delivered or mailed from within the United States by first class United States mail, postage prepaid, or by prepaid telegram and addressed to either party, to the address set forth as to such party to this agreement. Either party may change its address by giving notice in writing stating its new address to the other parties. Commencing on the 10th day after the giving of notice, the newly designated address shall be the party's address for purposes of all notices or other communications required or permitted to be given pursuant to this agreement.~~

~~Section 25~~24. Successors. This agreement and all the terms and provisions of it shall be binding on and shall inure to the benefit of the parties and their legal representatives, heirs and successors, except as otherwise expressly provided for in this agreement.

~~Section 26~~25. Construction. This agreement shall be construed in conformity with the laws of the State of Washington.

~~Section 27~~26. Counterparts. This agreement may be executed in counterparts, each of which shall be

an original, but all of which shall constitute one and the same instrument.

Section ~~28~~27. Consent. Whenever the consent of either party is required, that party agrees to exercise good faith in granting or withholding of the consent in a manner believed by the parties to be in the best interest of this agreement.

Section ~~29~~28. ~~If a dispute arises out of or relating to this agreement or the breach of this agreement and if the dispute cannot be settled through direct discussions between the Fire Chiefs of the Parties, the Parties agree to first endeavor to settle the dispute in an amicable manner through discussions between the City Manager of Walla Walla, the City Administrator of College Place and the Chairman of the Board of District 4. If a resolution is still not agreed upon, the Parties may submit to litigation in Walla Walla County Superior Court, and the prevailing Party shall recover its costs and attorney's fees incurred, including for appeals, which shall be determined and fixed by the court as part of the judgment.~~ Mediation. If a dispute arises out of or relating to this agreement or the breach of this agreement and if the dispute cannot be settled through direct discussions between the Fire Chiefs of the Cities and District, the parties agree to first endeavor to settle the dispute in an amicable manner through discussions between the City Managers of the City of Walla Walla and College Place and the Chairman of the Board of Walla Walla County Fire Protection District No. 4. If a resolution is still not agreed upon, the parties then agree to settle the dispute by mediation under the Voluntary Mediation Rules of the American Arbitration Association or other agreeable form of mediation before having recourse to a judicial forum unless such mediation would bar a claim due to the application of a statute of limitation.

Section ~~30~~29. Severability. If any provision of this agreement shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

Section ~~31~~30. Modifications and Amendments. This agreement may be waived, changed, modified or amended only by written agreement executed by the ~~Cities and the District~~ City and the Partners.

Section ~~32~~31. Entire Agreement. This agreement sets forth in full the entire agreement of the parties, and any other verbal or written agreements, representations or understandings are hereby deemed to be null and void and of no force and effect whatsoever.

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

Attest:

Approved as to form

Nabiel Shawa
City Manager
City of Walla Walla

Tim Donaldson
Attorney
City of Walla Walla

Chairman
Board of Commissioners
Walla Walla County FPD #4

Attorney
Walla Walla County FPD #4

City Manager
City of College Place

Attorney
City of College Place



AMENDMENT NO. 1
TO AGREEMENT BETWEEN CLIENT AND ENGINEER FOR
PROFESSIONAL SERVICES

Job No. 663-140

PROJECT: 10TH STREET IMPROVEMENTS

THIS AMENDMENT, made this 9th day of July 2020 amends the AGREEMENT between the CITY OF COLLEGE PLACE, WASHINGTON (the CLIENT) and ANDERSON PERRY & ASSOCIATES, INC. (the ENGINEER), dated August 29, 2019.

The changes to the AGREEMENT are described as follows:

PART II. ENGINEERING SERVICES

The Scope of Services is hereby modified to include: Additional services including bidding and award phase services, construction administration, construction observation, staking, materials testing, project documentation, and project closeout. See Exhibit A for a detailed Scope of Work.

PART III. BASIS OF FEE AND BILLING SCHEDULE

In consideration for performing said services, the CLIENT agrees to compensate the ENGINEER as follows: On an hourly fee basis, plus direct reimbursable expenses, for the services to be provided as the CLIENT and ENGINEER agree. The CLIENT shall pay the ENGINEER for work performed under this Amendment an amount not to exceed \$61,000 for all work identified in the Scope of Services and in accordance with Exhibit B, pursuant with the ENGINEER's current Hourly Fee Schedule. This modifies the total contract amount from \$50,215 to \$111,215.

Any additional services must be individually authorized by the CLIENT.

All other provisions of the AGREEMENT shall remain the same.

ENGINEER
ANDERSON PERRY & ASSOCIATES, INC.

CLIENT
CITY OF COLLEGE PLACE, WASHINGTON

Jake Hollopeter, P.E.

Name

A handwritten signature in blue ink that reads 'Jake Hollopeter'.

Signature

Vice President

Title

Name

Signature

Title

**EXHIBIT A
CITY OF COLLEGE PLACE, WASHINGTON
10TH STREET IMPROVEMENTS
CONSTRUCTION ADMINISTRATION SERVICES**

SCOPE OF WORK

TASK DESCRIPTION AND BACKGROUND

This project generally includes the tasks required to provide construction engineering services for the City of College Place's (CLIENT/CLIENT) 10th Street Improvements project. Specific project elements include bidding and award phase services, construction administration, construction observation, staking, materials testing, project documentation, and project closeout.

In general, the construction engineering phase will involve, but not be limited to, the following key components and deliverables:

- Project Management and Contract Administration
- Submit Monthly Invoices
- Provide Project Updates
- Bidding and Award Phase Services
- Construction Management and Administration
- Review and Approve Material Submittals
- Review Contractor Monthly Pay Estimates
- Schedule and Attend On-Site Construction Meetings
- Review Contractor Proposals for Alternate "Or Equal" Materials
- On-Site Construction Observation (based on a 30-working day construction contract)
- Daily Observation Reports
- Track Bid Item Quantities
- Oversee and Schedule Subconsultants
- Materials Testing
- Provide Construction Staking
- Conduct Final Project Walk-Through
- Prepare Project Closeout Paperwork
- Prepare Construction Record Drawings

DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (ENGINEER)

TASK 1 - CONTRACT ADMINISTRATION, INVOICING, AND PROGRESS REPORTS

The ENGINEER will oversee project tasks and coordinate with CLIENT representatives to manage the scope and budget for the project's construction management, administration, on-site observation, and other services.

1. Prepare and submit monthly ENGINEER invoices. Each invoice will include the date period covered by the invoice, the number of hours worked during the billing period with billing rates shown, expenses and associated markups, the total cost for the billing period, subconsultant fees including markups for the billing period, and a total summary.
2. Prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as the current invoice with an itemized summary of invoice numbers, dates,

and amounts billed for labor, expenses, and subconsultants as well as the total amounts for each invoice. The report will also list the total amount billed to date and the total amount remaining under the contract.

3. Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include the date period covered by the report and a brief summary of the work performed during the billing period.
4. Project management. General coordination with the CLIENT, subconsultants, other consultants, and stakeholders as well as ongoing monitoring of tasks and resources.
5. Maintain all contract-required documentation. Provide copies of project files and records to the CLIENT for audits and public information requests. All final documents will be provided in electronic format as requested.

Deliverables

- ☐ Monthly Invoices, Contract Summary Reports, and Project Status Reports
- ☐ Project Documentation

TASK 2 - BIDDING AND AWARD PHASE SERVICES

The ENGINEER will advertise the project and perform all construction administration services during the bidding and award phase. The ENGINEER will provide construction and design experts who worked on the project to be available to respond to Contractor questions during the bidding process. The ENGINEER will prepare and issue Addendums and provide assistance during bid review as requested by the CLIENT.

TASK 3 - CONSTRUCTION ADMINISTRATION

3.1 Construction Management and Administration

The ENGINEER will provide complete construction management and administration services. The ENGINEER will act as the CLIENT's representative as provided in the Professional Services Agreement. Construction management and administration duties will include the following:

1. Attend the preconstruction conference and provide meeting minutes.
2. Coordinate and provide oversight for all on-site observation services.
3. Receive, review, maintain, and approve all material submittals. Copies of all submittal correspondence will be provided to the CLIENT.
4. Receive, review, and determine the acceptability of any and all schedules provided by the Contractor including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. Review and process Change Orders.
6. Review the Contractor's proposed Monthly Pay Estimates and provide the Monthly Pay Estimates to the CLIENT for review and approval.
7. Schedule and attend on-site construction meetings and provide meeting minutes.
8. Prepare periodic construction updates for the CLIENT.

Deliverables

- ☐ Preconstruction Conference Meeting Minutes
- ☐ Copies of Approved Material Submittals
- ☐ Copies of all Contractor Schedules
- ☐ Construction Change Orders
- ☐ Monthly Pay Estimates
- ☐ On-Site Construction Meeting Minutes
- ☐ Construction Updates
- ☐ Copies of all Written Communications with the Contractor

3.2 Construction Observation

The ENGINEER will provide on-site construction observation services. The ENGINEER's Construction Representative will be the ENGINEER's agent for the project and will act as directed by, and under the supervision of, the ENGINEER. The Construction Representative's dealings in matters pertaining to the Contractor's work in progress will in general be with the ENGINEER and Contractor, keeping the CLIENT advised as necessary. The Construction Representative's dealings with subcontractors will only be through, or with the full knowledge and approval of, the Contractor. The Construction Representative will generally communicate with the CLIENT with the knowledge of and under the direction of the ENGINEER. The ENGINEER's Construction Representative responsibilities will include the following:

1. Serve as the ENGINEER's liaison with the Contractor, working principally through the Contractor's superintendent. Assist the ENGINEER in serving as the CLIENT's liaison with the Contractor when the Contractor's operations affect the CLIENT's on-site operations.
2. Assist in obtaining additional details or information from the CLIENT when required for proper execution of the work.
3. Assist in providing information regarding the intent of the Contract Documents.
4. Report to the ENGINEER when clarifications and/or interpretations of the Contract Documents are needed. Transmit any clarifications and/or interpretations issued by the ENGINEER to the Contractor.
5. Consider and evaluate the Contractor's suggestions for modifying the Drawings or Specifications and report such suggestions, together with the on-site project representative's recommendations, to the ENGINEER. Transmit to the Contractor in writing decisions issued by the ENGINEER.
6. Conduct on-site project observation to ensure all work is completed in accordance with the Contract Documents. Advise the ENGINEER of any special conditions encountered.
7. Coordinate with the ENGINEER in advance of scheduled major inspections, tests, and system startups. Verify that appropriate CLIENT personnel are present and that adequate records are kept for necessary testing.
8. Prepare a daily report recording all pertinent information such as: The Contractor's hours on site, weather conditions, data relative to potential Change Orders, Field Orders, or changed conditions, site visitors, daily activities, and decisions.

9. Immediately notify the ENGINEER of any site accidents, emergencies, acts of God endangering the work, or property damage.
10. Review the Contractor's pay estimates to ensure work being paid for is completed. Track and process materials-on-hand in accordance with the Contract Documents.
11. Track bid item quantities daily.

Deliverables

- ☐ Daily Observation Reports
- ☐ Bid Item Quantities Tracking

3.3 Construction Staking

The ENGINEER will provide construction staking for the project as defined in the Contract Documents. This effort shall generally include one initial set of slope stakes, curb stakes, finish grade stakes, and offset stakes for stormwater facilities.

3.4 Materials Testing

The ENGINEER will schedule and provide a qualified testing subconsultant for on-site materials testing and laboratory testing of base course, top course, soils, concrete, and asphalt as required in the Contract Documents and at the frequency specified in the Washington State Department of Transportation Construction Manual (see Exhibit C).

TASK 4 - PROJECT CLOSEOUT

1. The ENGINEER will conduct a pre-final walk-through, complete substantial completion paperwork, and prepare a project punchlist.
2. The ENGINEER will conduct a final project walk-through and prepare project closeout paperwork.
3. The ENGINEER will prepare and submit construction Record Drawings from the red line drawings provided by the Contractor.

Deliverables

- ☐ Substantial Completion Paperwork
- ☐ Project Punchlist
- ☐ Project Closeout Paperwork
- ☐ Construction Record Drawings (one full size paper copy and one electronic pdf copy)

PROJECT ASSUMPTION

The following assumption applies to this Scope of Work: The CLIENT will identify a specific Owner Representative.

ADDITIONAL SERVICES

This section of the agreement is for additional work not identified in the ENGINEER's Scope of Work. No costs are included for additional services in the base construction engineering budget.

EXHIBIT B
CITY OF COLLEGE PLACE, WASHINGTON
10TH STREET IMPROVEMENTS
CONSTRUCTION ADMINISTRATION (CA) SERVICES

<u>Classification</u>	<u>Estimated Hours</u>	<u>Rate</u>	<u>Cost</u>
Senior Engineer VI-VII	10	\$ 190.00	\$ 1,900
Senior Engineer I-III	120	\$ 155.00	\$ 18,600
Engineering Technician I	260	\$ 100.00	\$ 26,000
Professional Surveyor IV-V	16	\$ 160.00	\$ 2,560
Survey Crew Chief I-III	20	\$ 90.00	\$ 1,800
Survey Technician I-III	20	\$ 75.00	\$ 1,500
Senior Technician III-V	24	\$ 115.00	\$ 2,760
		Subtotal	\$ 55,120
DIRECT COSTS AND REIMBURSABLES:			
	Mileage, Equipment, Etc.		\$ 1,462
Subtotal (Consultant Total):			\$ 56,582
Subconsultant Costs (see Exhibit C):			
	Materials Testing (IMT)		\$ 4,016
	Subconsultant Markup (10%)		\$ 402
			\$ 4,418
TOTAL PROJECT CA BUDGET*:			\$ 61,000

**CA Budget Based on a 30 Working Day Construction Contract*



Intermountain Materials Testing
PO Box 2801
Pasco, Washington 99302-2801
(509) 545-9217 fax (509) 545-9243

EXHIBIT C

Cost Estimate for Materials Testing and Sampling Services

To: Kate Thompson, P.E.
Project Engineer
Anderson Perry & Associates, Inc.
214 E. Birch Street/P.O. Box 1687
Walla Walla, WA 99362

Project: 10th Street Improvements
College Place, Washington

Proposal No.: 037M0
Proposal Date: 7/8/2020

Item Description	Units	Unit Price	Totals
<i>Soils/Aggregate Sampling & Testing (1, 2)</i>			
Technician & equipment for sampling & testing, per hr. (3)	9 hrs	59.00	531.00
Maximum density/Optimum Moisture, per test	2 each	120.00	240.00
Sieve Analysis, per test	2 each	100.00	200.00
<i>Concrete Sampling & Testing (1, 2)</i>			
Technician & equipment for inspection, sampling and testing, per hr.(3) (includes: slump, air, temp., cylinders cast & report, floor flatness, vapor emission)	9 hrs	59.00	531.00
Compressive strength test, per cyl.	15 each	20.00	300.00
Cylinder Pickup, per hr.	6	50.00	300.00
<i>Asphalt Concrete Sampling & Testing (1, 2)</i>			
Technician & equipment for sampling & testing, per hr. (3)	8	59.00	472.00
Theoretical Maximum ("Rice") Density, per test	1	85.00	85.00
Oil Content, ignition, per test	1	100.00	100.00
Sieve Analysis, per test	1	100.00	100.00
<i>Other Items</i>			
Overtime surcharge, per hr., hourly rate plus (excess of 8 hr./day, 40 hr./week, weekends, & holidays)	0 hrs	29.50	0.00
Nuclear Densometer, per day	4 day	25.00	100.00
Project Manager, per hr. (normally 1/2 hour each week)	3 hrs	85.00	255.00
Vehicle Mileage, per mile (1)	1080 mi	0.65	702.00
On-call sample collection or prep., per hr., 1 hour minimum except on days when we are onsite performing other services	2 hrs	50.00	100.00

Total Estimate 4016.00

- 1 Services will be provided from portal to portal, on an on-call, part-time basis in accordance with the unit prices listed above.
- 2 Services require 24 hours advance notice.
- 3 A 3 hour minimum charge applies to field testing services.

Thank you for the opportunity to submit this estimate. Please call if you have any questions or require additional information.

By: _____
Scott L. Walters
Construction Services Manager



SERVING THE PACIFIC NORTHWEST
PUMP SALES & SERVICE

PROJECT NAME:

College Place

**Byron Jackson 7MOL VLT
SN# 99WS0040**

PumpTech Job # 155314

July 6, 2020

**Performed By
Dwayne J Dixon**

Municipal

□ **PumpTech Inc.**
12020 SE 32nd St, Suite 2
Bellevue, WA 98005
Ph: 425-644-8501
Fax: 425-562-9213
pumptech@pumptechnw.com
WA CONTRACTORS #
PUMPTI*945QG

Industrial

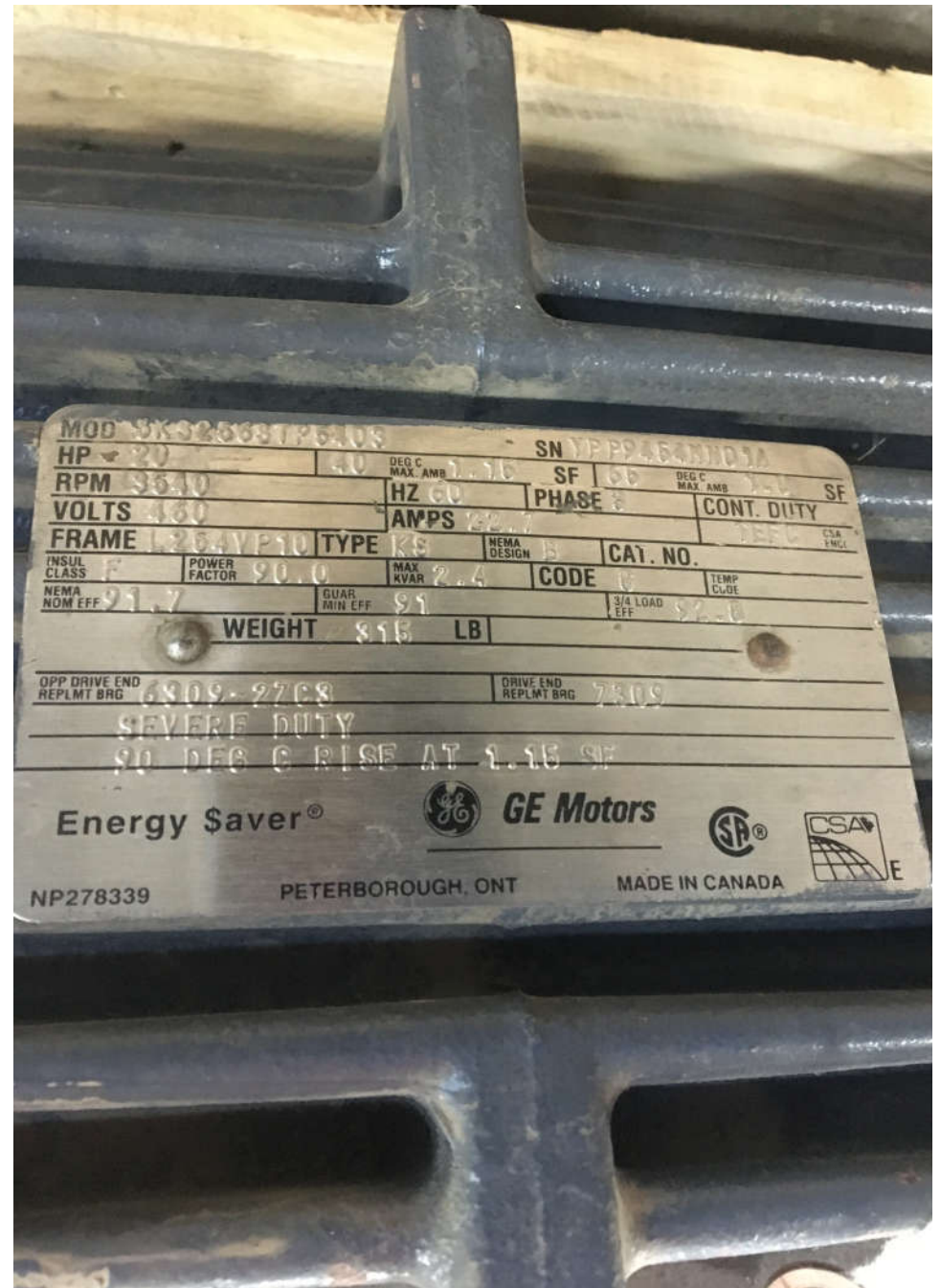
□ **PumpTech Inc.**
209 S Hamilton Rd
Moses Lake, WA 98837
Ph: 509-766-6330
Fax: 509-766-6331
moseslake@pumptechnw.com

www.pumptechnw.com

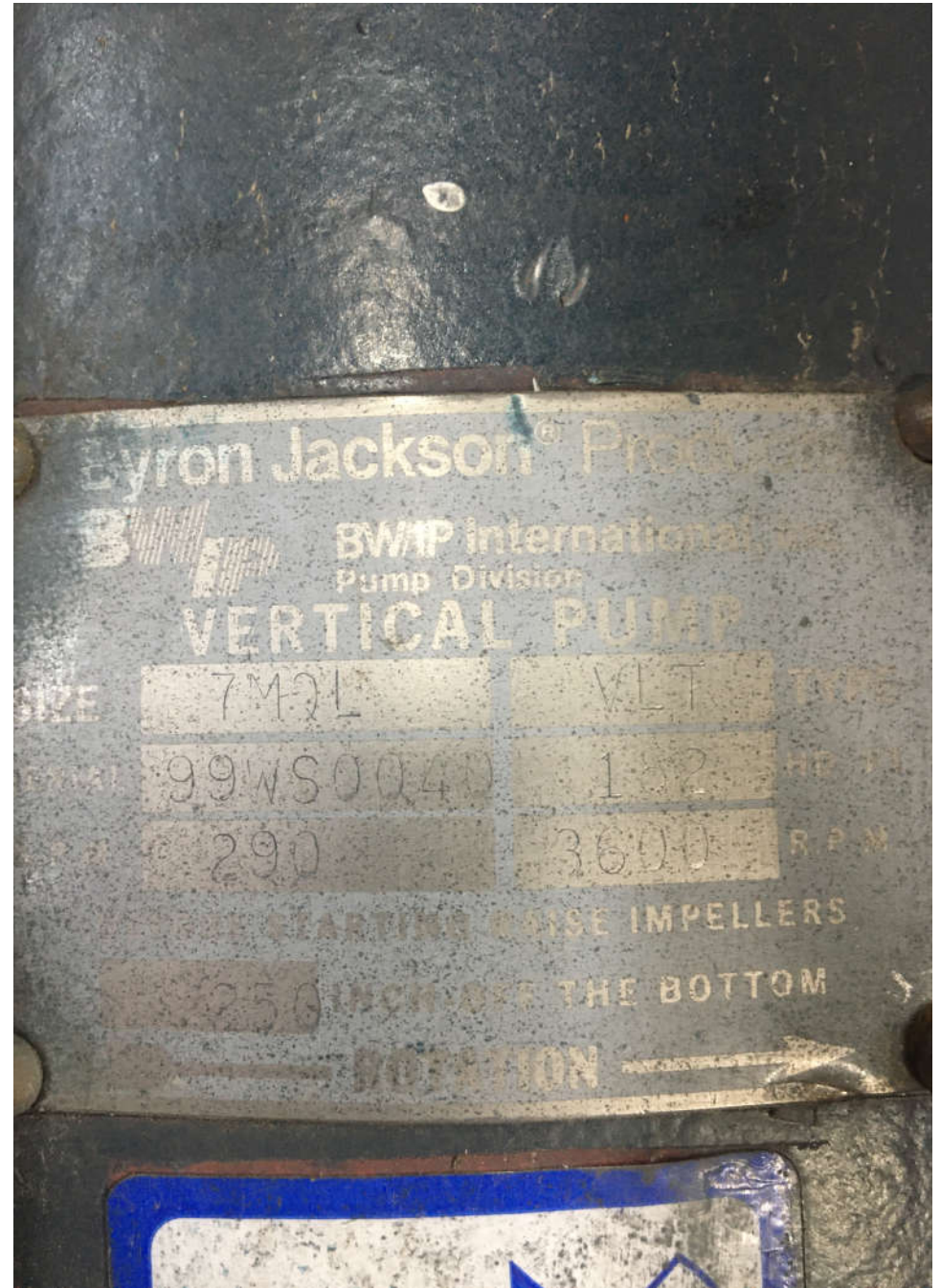
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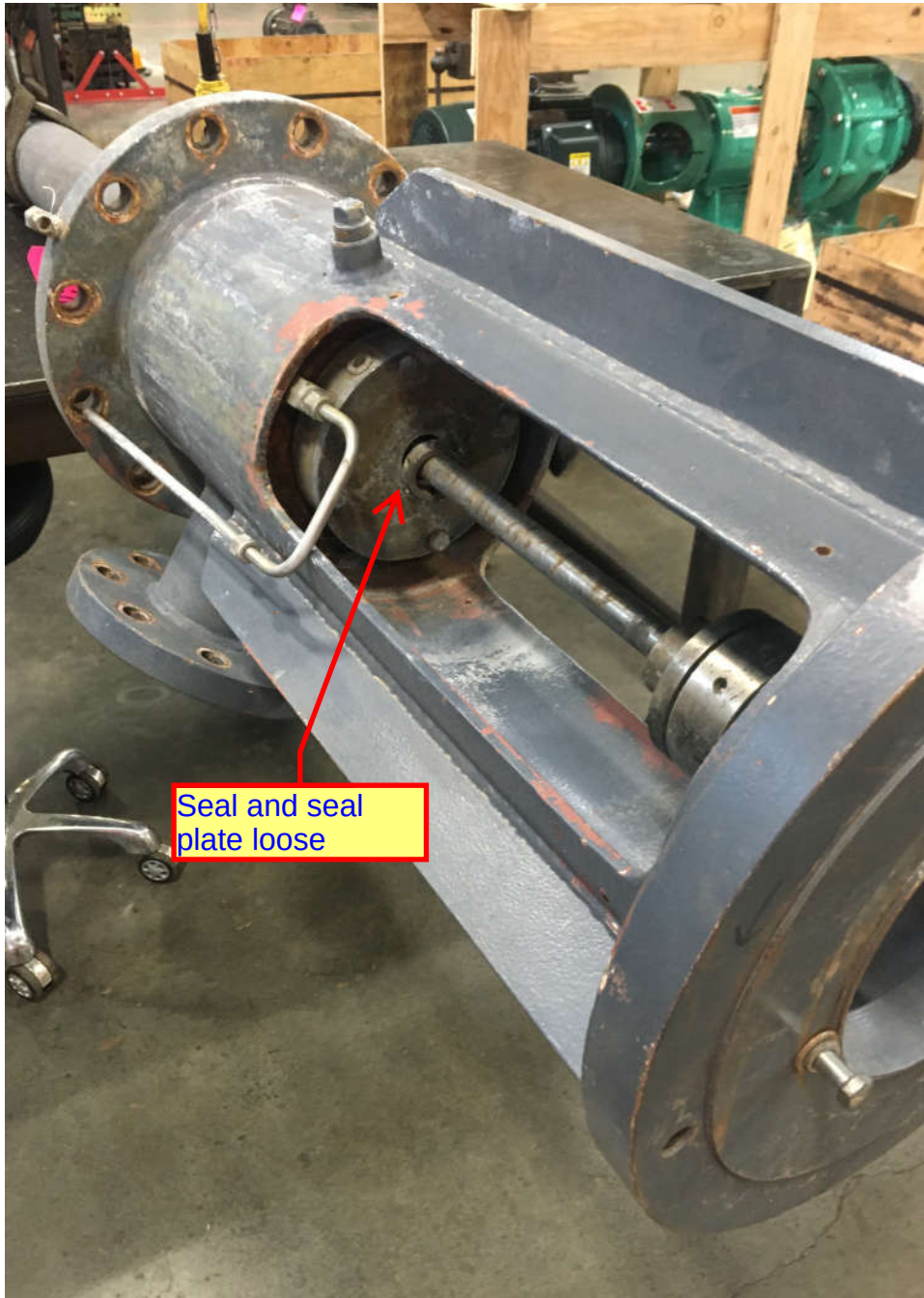
□ **PumpTech Inc.**
104 E Fairview Ave #210
Meridian, ID 83642
Ph: 208-353-7688
Fax: 509-766-6331
boise@pumptechnw.com

□ **PumpTech Inc.**
321 S. Sequoia Parkway
Canby, OR 97013
Ph: 503-659-6230
Fax: 503-659-8718
inquiries@pumptechnw.com
OR CONTRACTORS #
154997

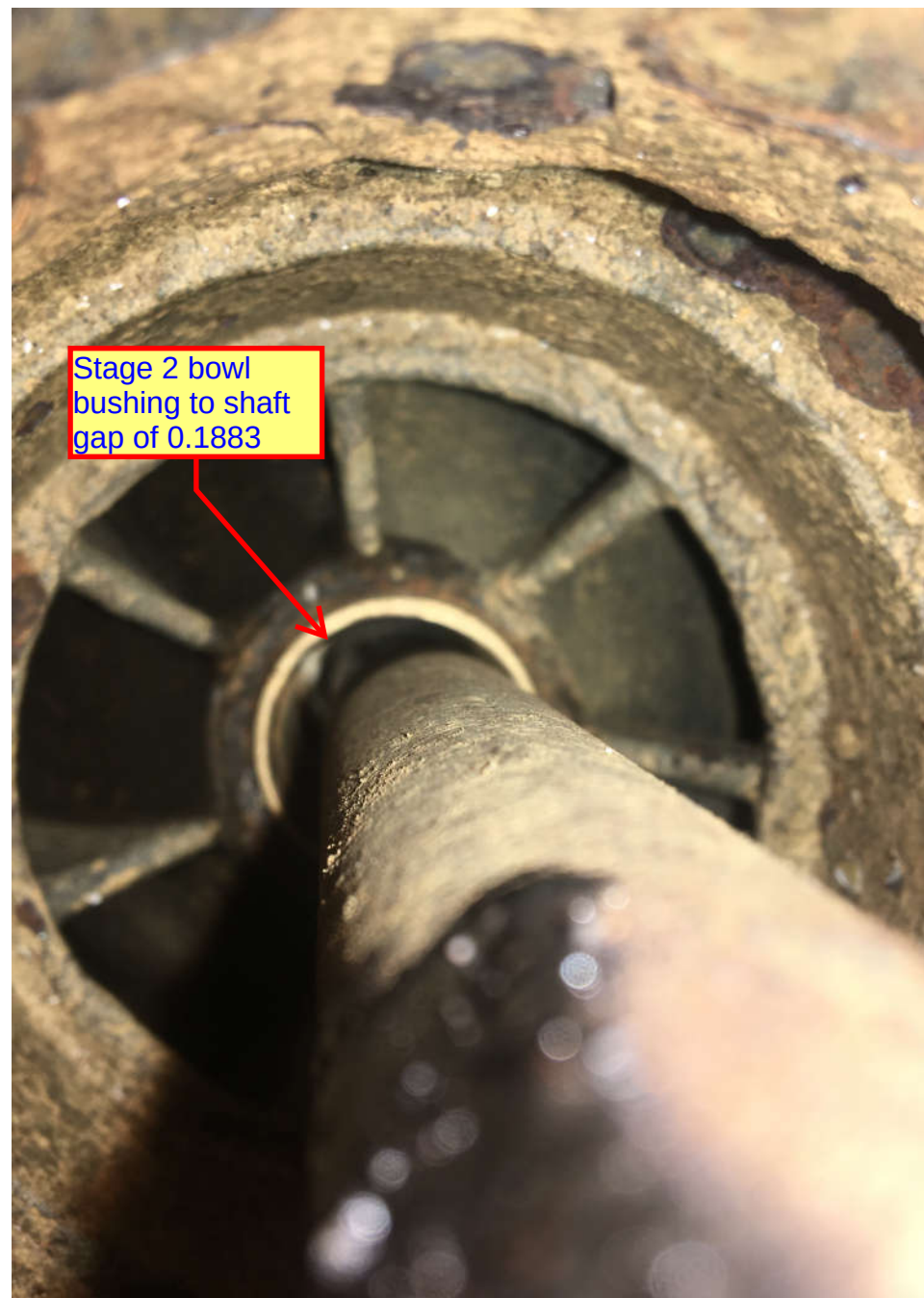


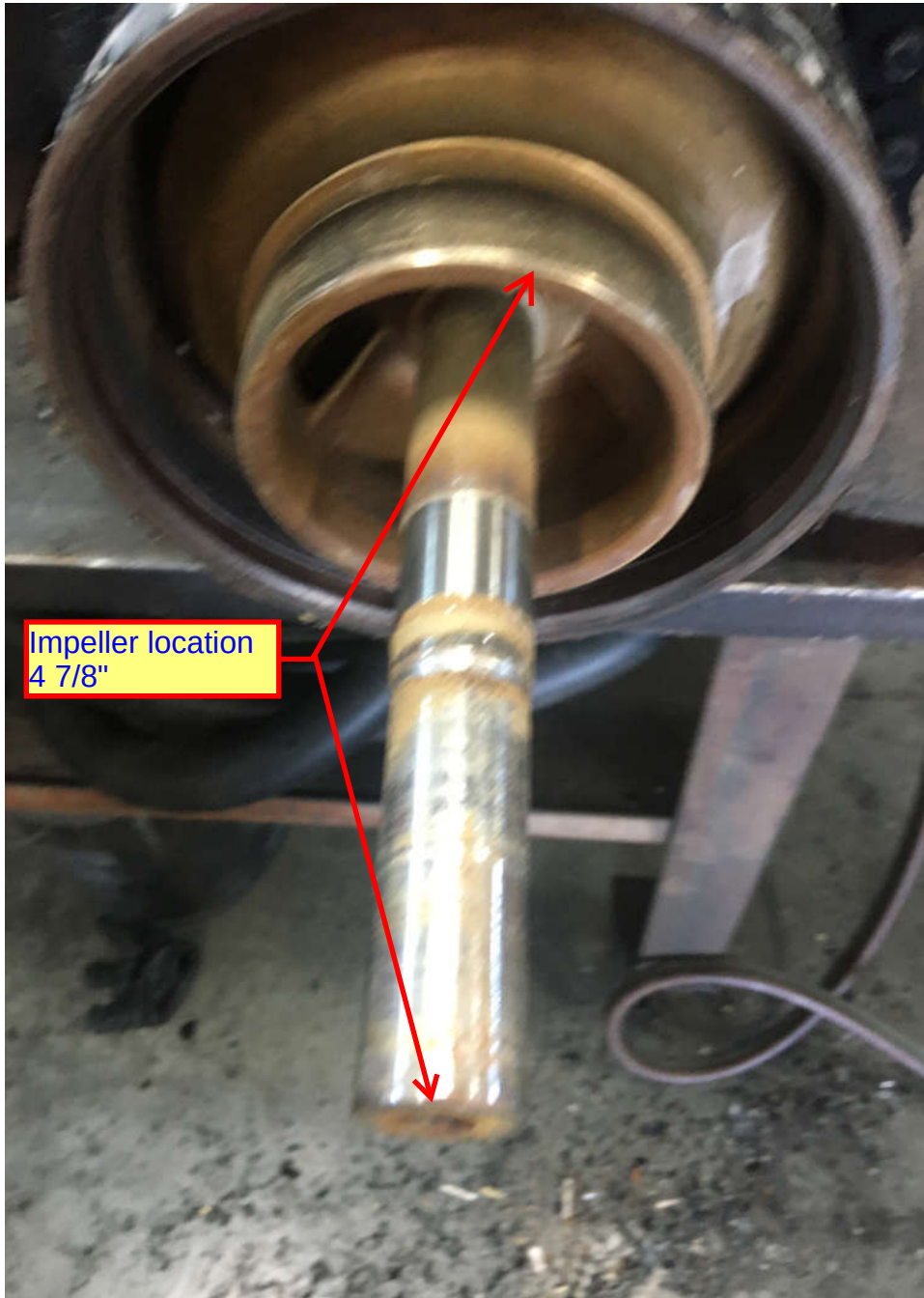










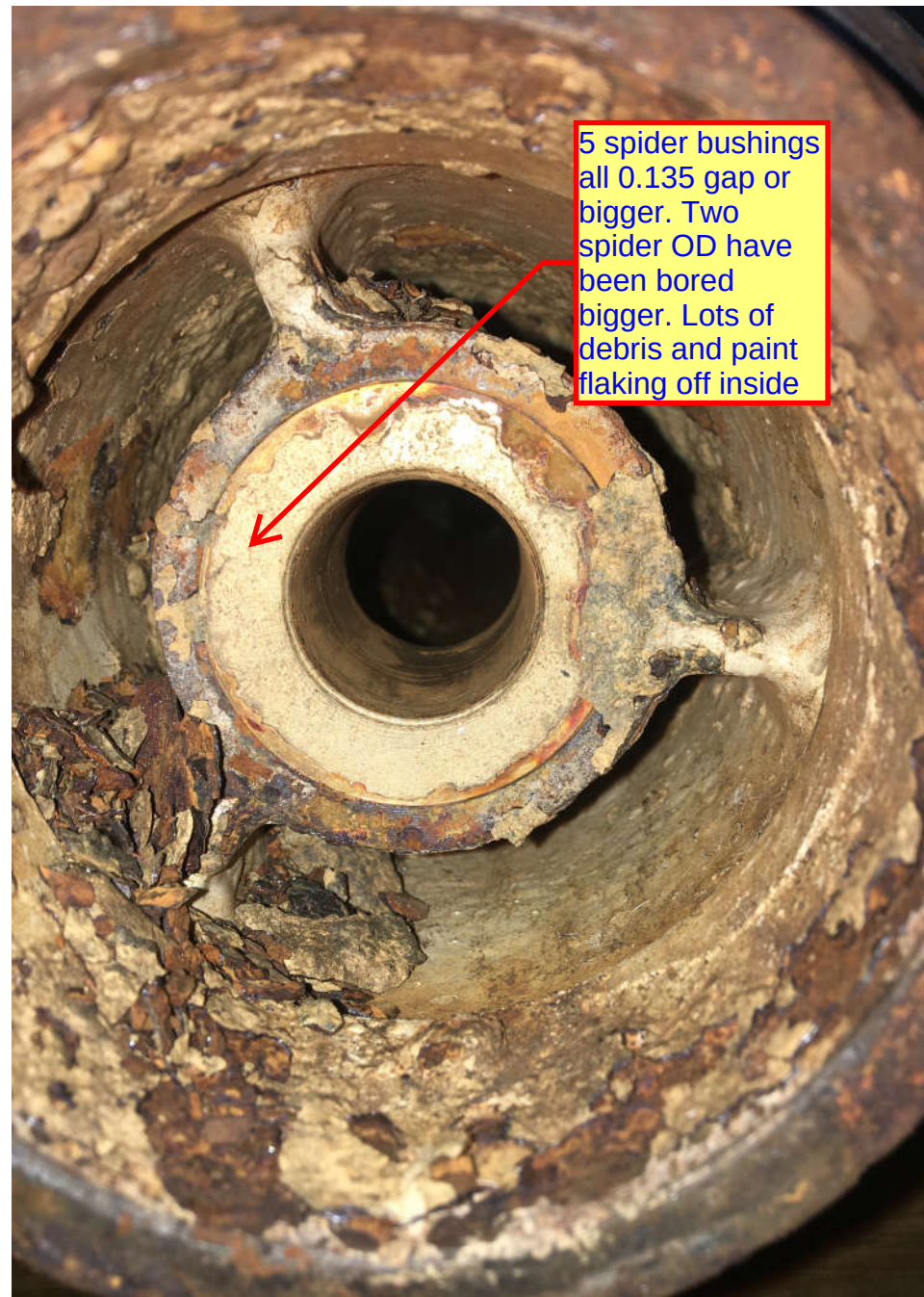


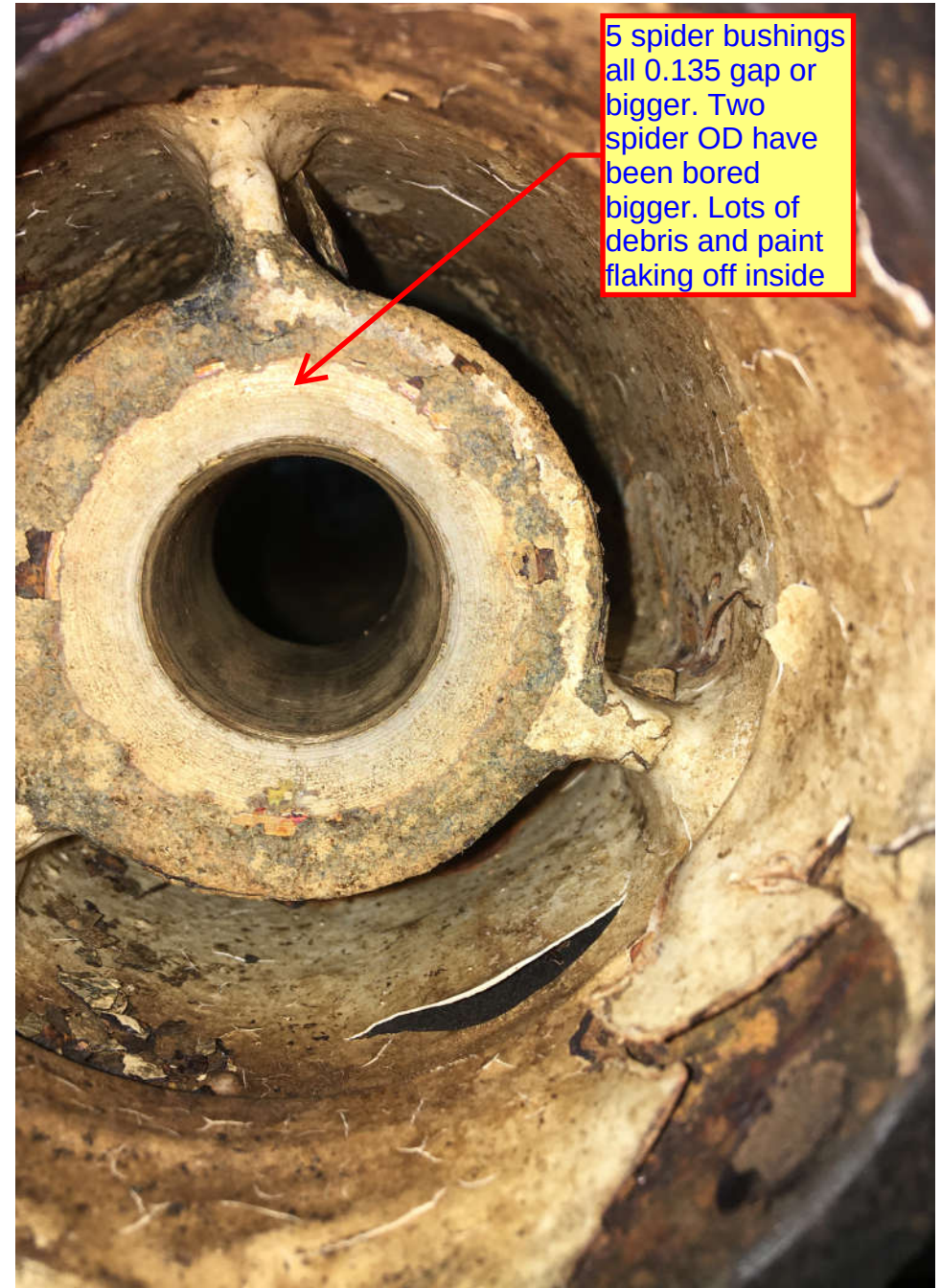
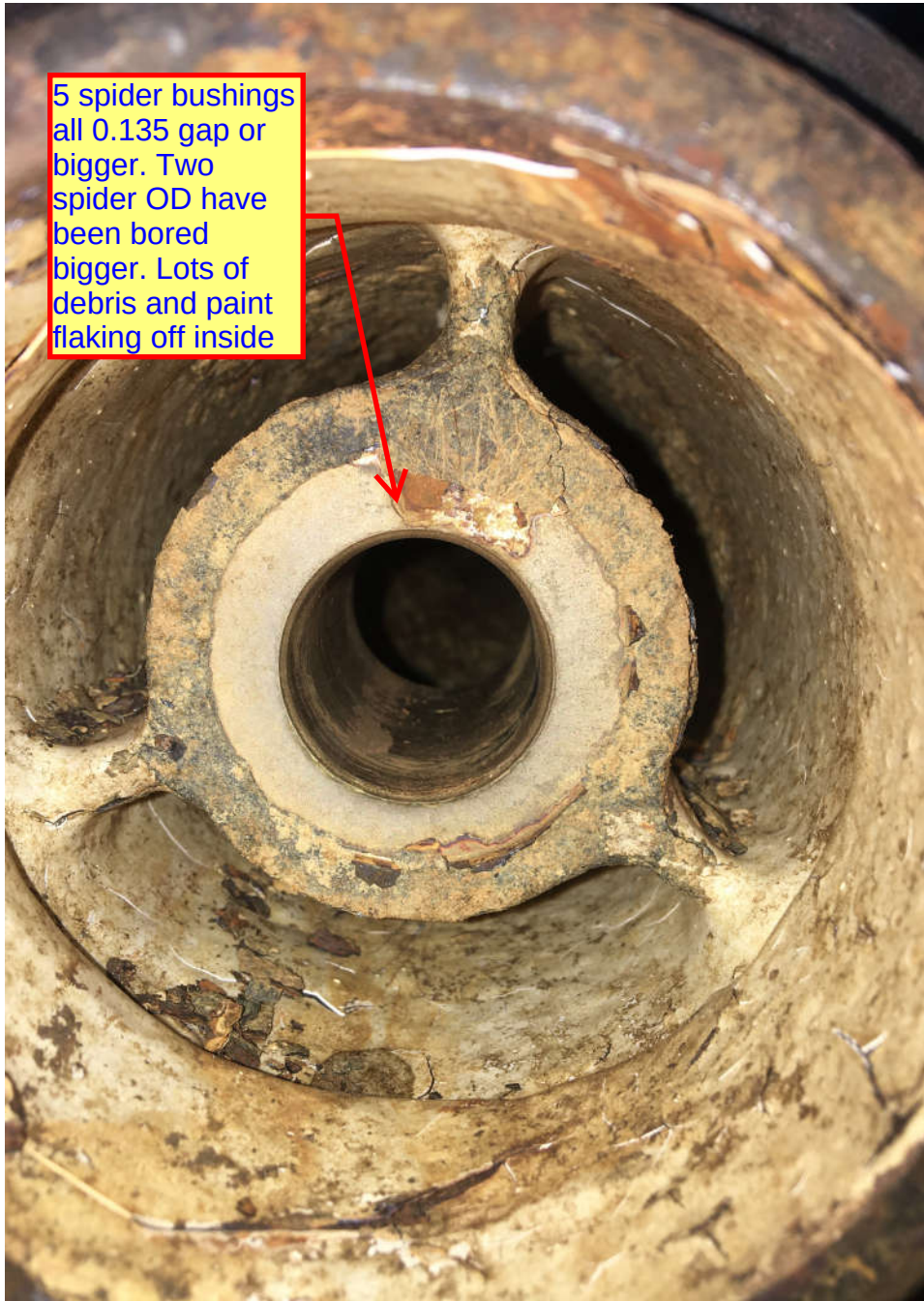


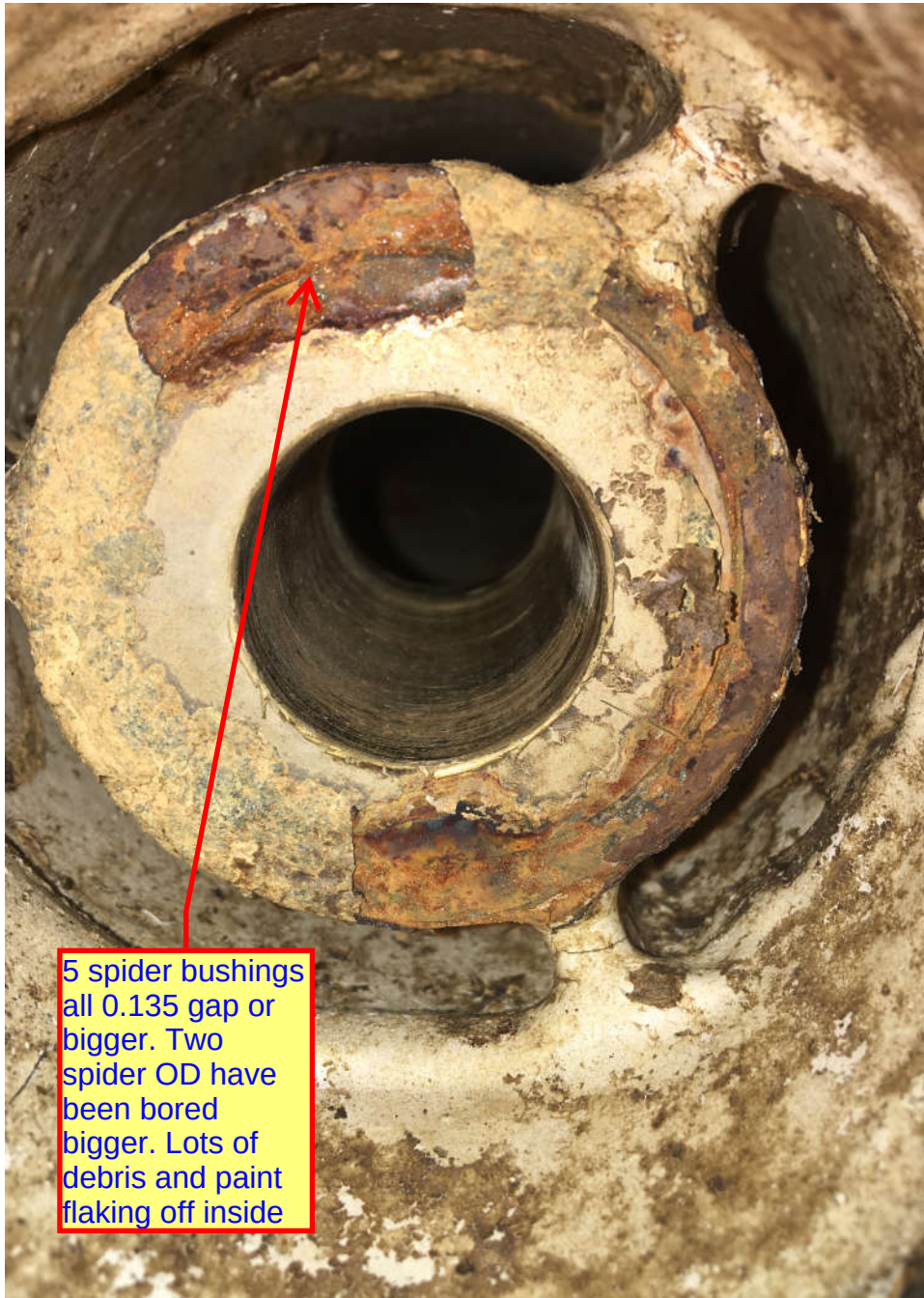




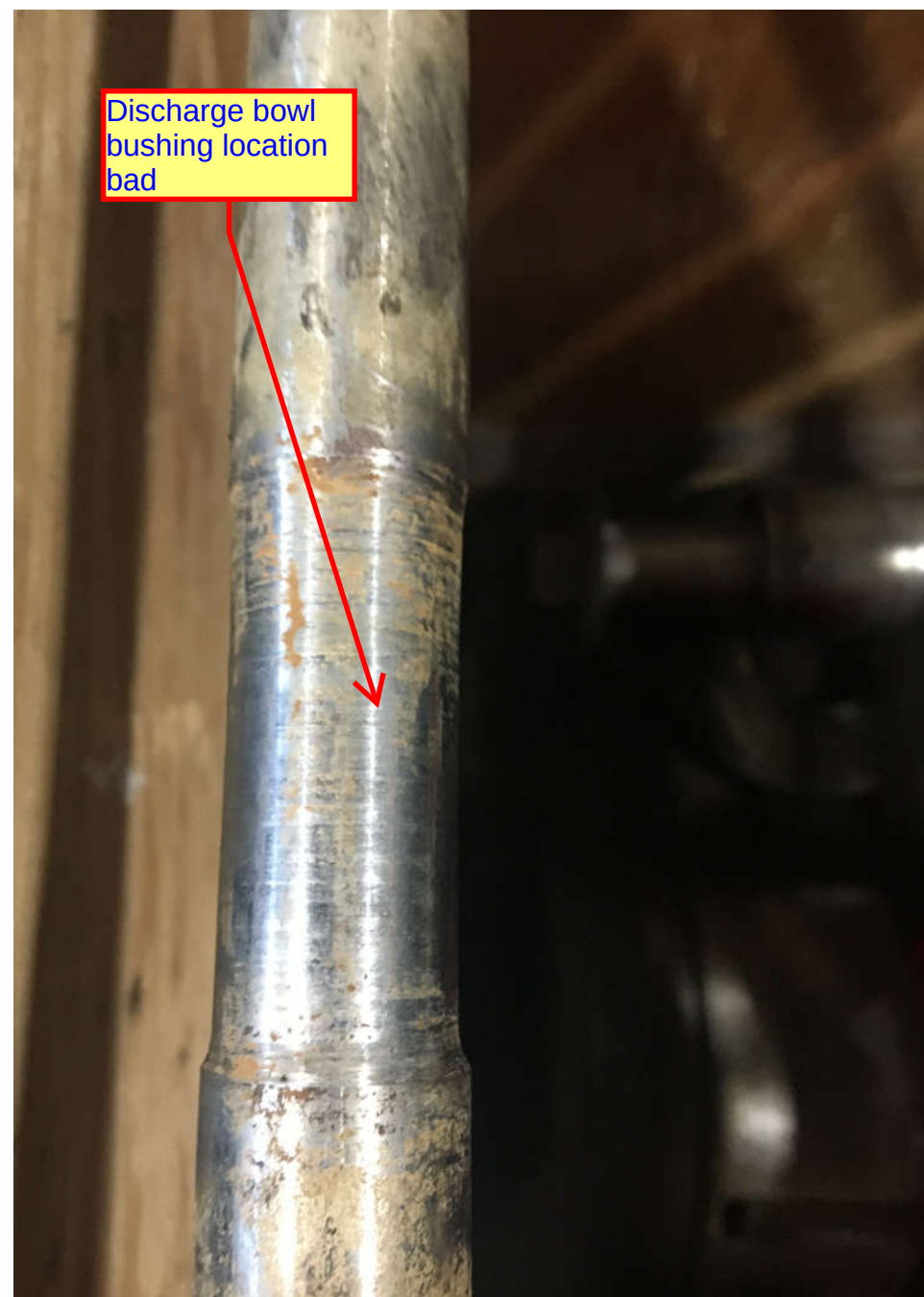






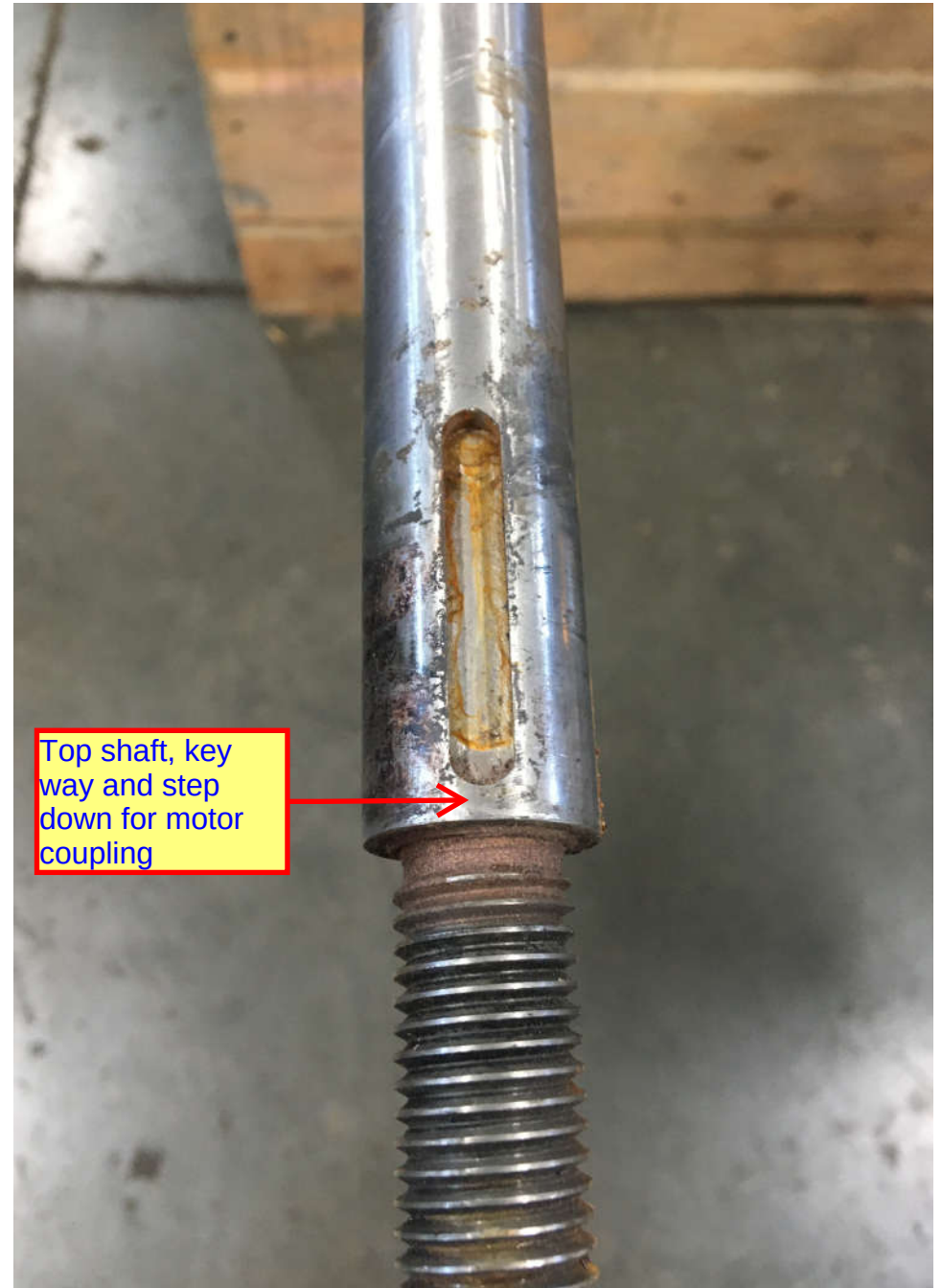








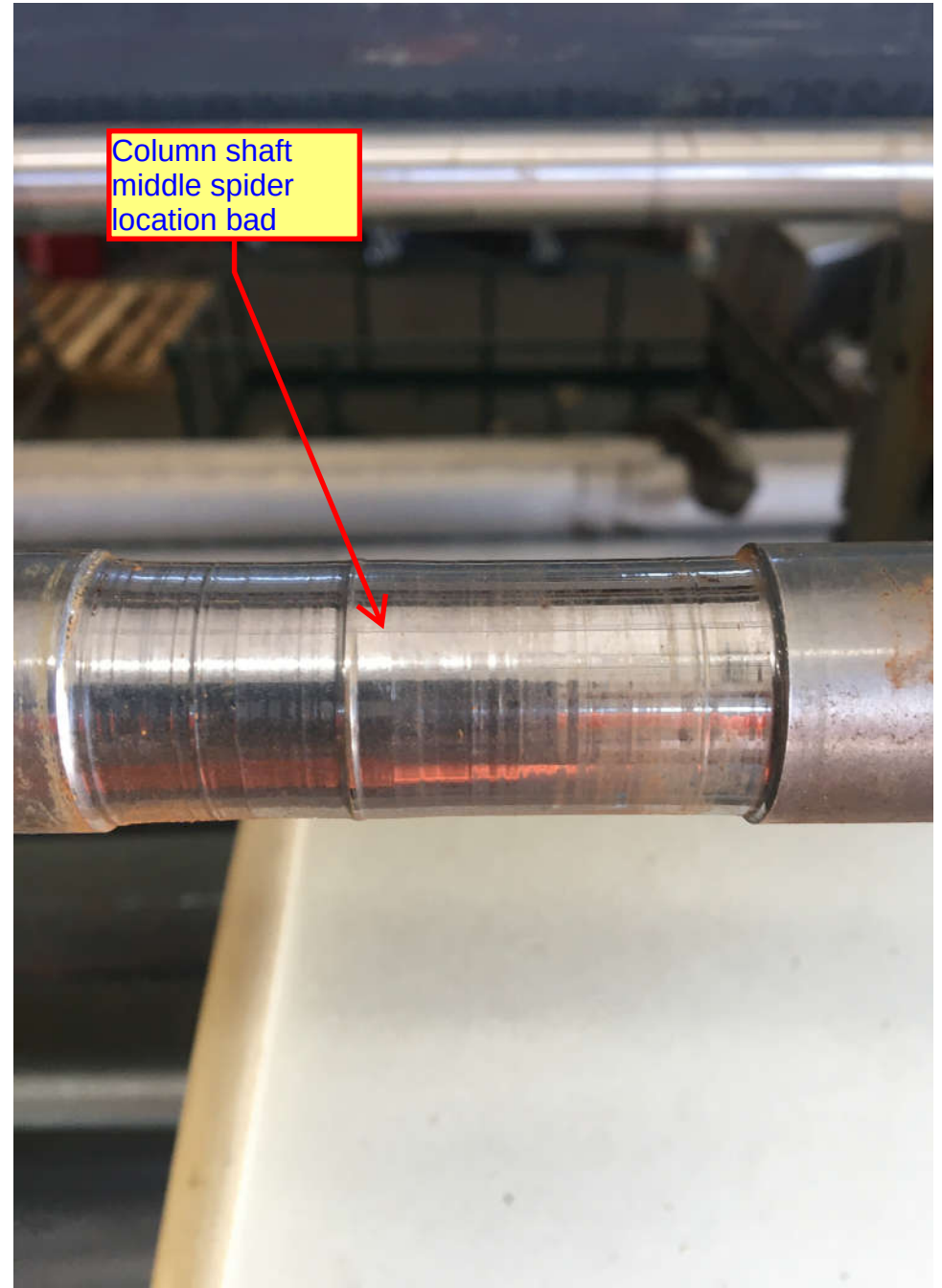
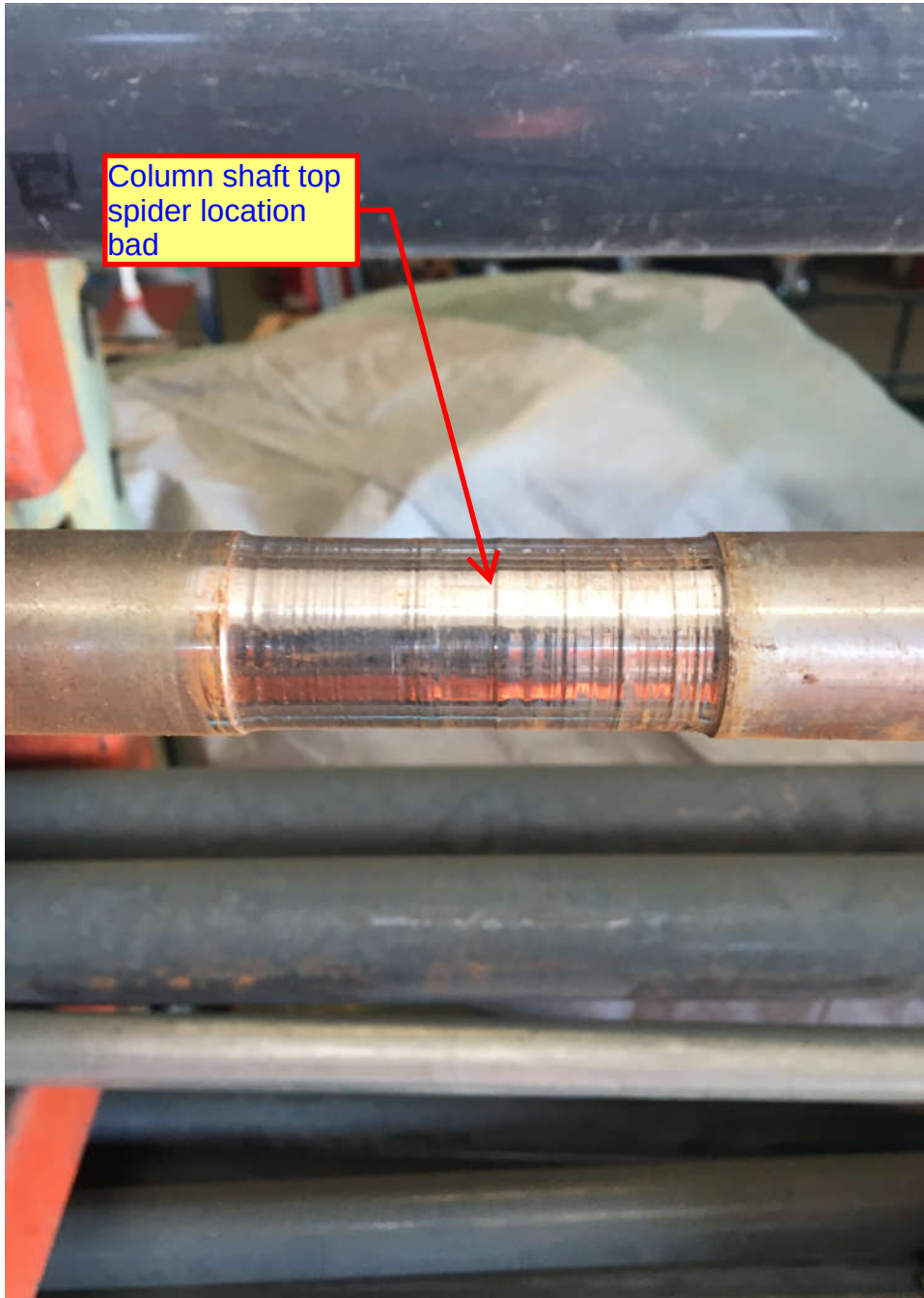
Top shaft

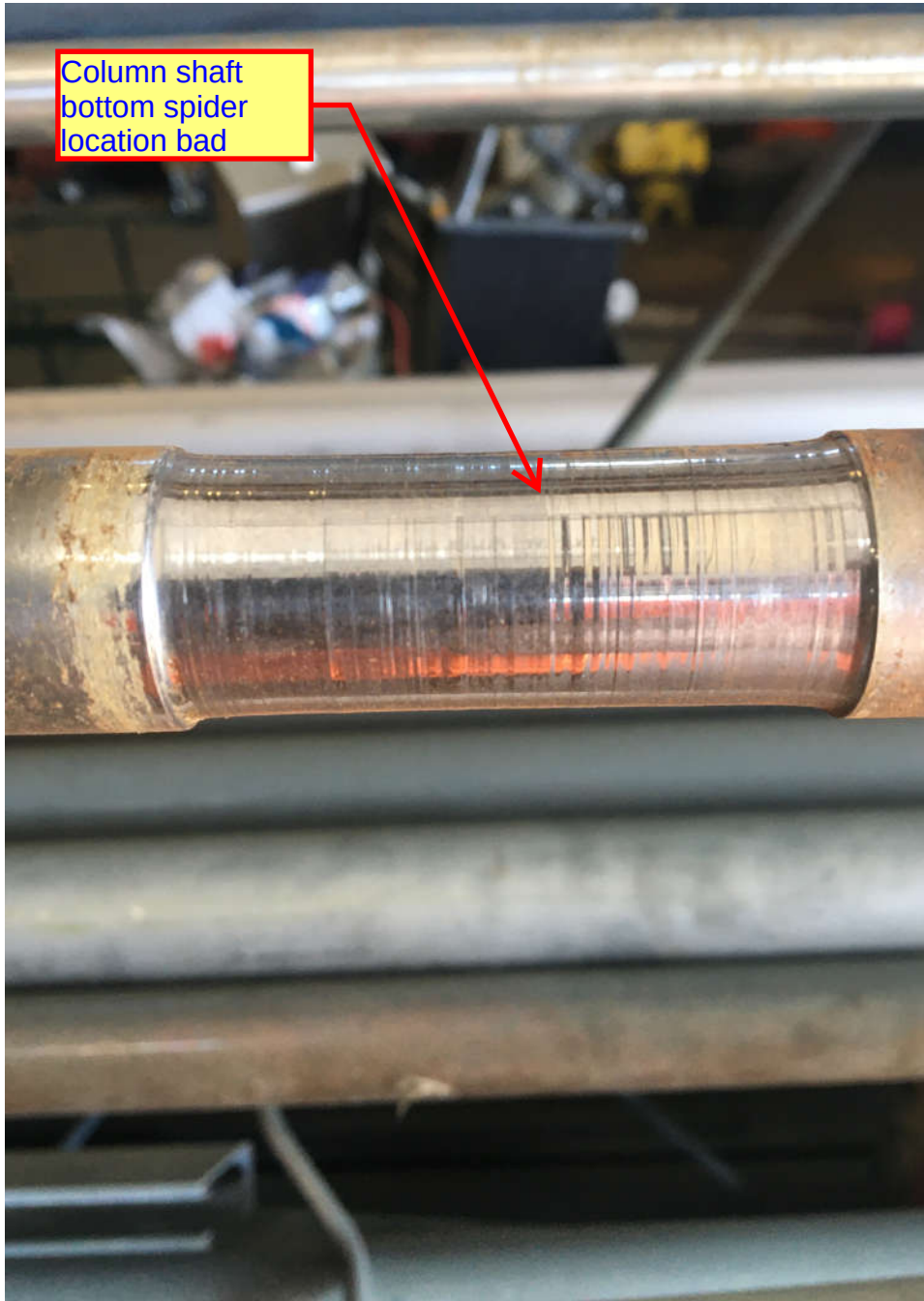


Top shaft, key way and step down for motor coupling













PumpTech Inc.
209 S Hamilton Rd
Moses Lake, WA 98837
Phone: 509-766-6330
Fax: 509-766-6331
nstark@pumptechnw.com

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Sales Quotation

TO:
Paul Olson
CH2M Hill-College Place
PO Box 413
College Place, WA 99324
Phone: 509-386-3852

Salesperson: Nathan Stark / Greg Rast
Lead Time: SEE BELOW
FOB: FOB ORIGIN - PPA
Ship Via: BEST WAY
Project Name: Byron Jackson VLT repair

Customer#: 0178175

Quote #: 0155314
Date: 6/26/2020
Expires: 6/26/2020

Item		Price	Qty	Extend
REP-99WS0040	OPEN AND INSPECT BYRON JACKSON VERTICAL LINE SHAFT TURBINE ASSEMBLY, MODEL 7MQL 2 STAGE, SERIAL NUMBER 99WS0040. PROVIDE COMPLETE REPAIR QUOTE AFTER INSPECTION. UPON AUTHORIZATION OF REPAIR OR REPLACEMENT, THE OPEN AND INSPECT FEE WILL BE WAIVED.	0.00	1.00	0.00
FINDINGS	OPEN & INSPECT BYRON JACKSON VERTICAL TURBINE PUMP. WIRE, WIRE NUT & DEBRIS WAS FOUND INSIDE PUMP BOWLS AND SPIDER BUSHINGS. ALL SPIDER BUSHING TO SHAFT GAP WAS 0.1350 OR BIGGER (5 SPIDER BUSHINGS), SUCTION MANIFOLD BUSHING TO SHAFT GAP WAS 0.2551, BOWL BUSHING TO SHAFT GAP WAS 0.1883 AND DISCHARGE BUSHING TO SHAFT WAS 0.1660. TOLERANCE FOR ALL BUSHINGS TO SHAFT SHOULD BE 0.0050 TO 0.0110. ALL BUSHINGS AND SHAFTS BADLY WORN. IMPELLERS ARE IN GOOD SHAPE, WEAR RINGS WORN SO MUCH THAT THEY FELL OUT, IMPELLER TO WEAR RING SUCTION MANIFOLD WAS 0.3091, IMPELLER TO BOWL WEAR RING GAP WAS 0.2709. TOLERANCE FOR IMPELLER TO WEAR RING SHOULD BE 0.0090 TO 0.0140. ALL THE BOWLS AND COLUMNS THE PAINT IS FLAKING OFF INSIDE AND RUSTED. THE SEAL WAS PART WAY DISASSEMBLED WHEN CAME INTO THE SHOP. NEED NEW BOWL ASSEMBLY, BEARINGS AND SHAFING. MOTOR TESTED GOOD BUT HAS BAD BEARINGS FROM THE WORN OUT BUSHINGS IN THE PUMP.	15,255.00	1.00	15,255.00
Labor - Shop	SHOP LABOR FOR INSPECTION, CLEANUP & REASSEMBLY OF NEW COMPONENTS	0.00	18.00	0.00

Continued



PumpTech Inc.
209 S Hamilton Rd
Moses Lake, WA 98837
Phone: 509-766-6330
Fax: 509-766-6331
nstark@pumptechnw.com

Page: 2

Sales Quotation

Customer#: 0178175

TO:
Paul Olson
CH2M Hill-College Place
PO Box 413
College Place, WA 99324
Phone: 509-386-3852

Salesperson: Nathan Stark / Greg Rast
Lead Time: SEE BELOW
FOB: FOB ORIGIN - PPA
Ship Via: BEST WAY
Project Name: Byron Jackson VLT repair

Quote #: 0155314
Date: 6/26/2020
Expires: 6/26/2020

Item		Price	Qty	Extend
2 STAGE 700VLT BOWL ASSEMBLY	2 STAGE 700VLT BOWL ASSEMBLY - 4 X 1.00 - ALUMINUM BRONZE IMPELLERS - TNENEC N140	0.00	1.00	0.00
BRONZE BEARING	2.001" X 1.008" - 2.25" LONG	0.00	3.00	0.00
BRONZE BEARING	2.0565" X 1.008" - 2.25" LONG	0.00	1.00	0.00
BRONZE BEARING	2.0357" X 1.008" - 2.25" LONG	0.00	1.00	0.00
SHAFT	416SS SHAFT TBE - 1" X 120"	0.00	1.00	0.00
SHAFT	416 SS TOP SHAFT - 1" X 71.187"	0.00	1.00	0.00
1421468	6309-2Z BALL BEARING	0.00	1.00	0.00
1265757	7309 BECBY ANGULAR CONTACT BEARING	0.00	3.00	0.00
Freight	FOB: ORIGIN-PRE PAY AND ADD	0.00	1.00	0.00

15-17 WEEK LEAD TIME TO RECEIVE ALL PARTS
COMPLETE ARO. REPAIR WORK WILL BE SCHEDULED
ONCE ALL PARTS RECEIVED.

The above order is subject to Pumptech Inc. standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

By signature below, I accept this offering:

Signed: _____

Name: _____ Title: _____

SubTotal 15,255.00

Sales Tax: 1,327.19

Total: 16,582.19



STANDARD TERMS AND CONDITIONS

FORMATION OF CONTRACT: These standard terms and conditions of sale ("Terms and Conditions") together with the sales covenants, the general specifications, the technical specifications, and any addendum thereto, including any acknowledgement by PUMPTTECH, INC., comprise the "Proposal" or "Sales Quotation" (collectively the "Quotation"), which upon acceptance by Purchaser become the "Agreement." Subject to prior credit approval by PUMPTTECH, INC. (see "Credit Approval and Payment Terms" section below), Purchaser may accept the Quotation through: (i) delivering a purchase order that incorporates the Quotation by reference and payment of the initial deposit; (ii) other written indication by Purchaser of its acceptance of the Quotation along with payment of the initial deposit; (iii) delivering a purchase order or other written indication by Purchaser of its acceptance of the Quotation and agreement by both parties on a standard progress payment plan that does not require an initial deposit (see "Credit Approval and Payment Terms" section below); or (iv) receipt by Purchaser of PUMPTTECH, INC.'s acknowledgement without notice of rejection. The effective date of the Agreement shall be the date that PUMPTTECH, INC. communicates to Purchaser via PUMPTTECH, INC.'s acknowledgement, in writing. PUMPTTECH, INC.'s obligations under the Quotation or the Agreement shall not commence until the effective date. The scope of work for the Agreement is limited to the equipment, machinery, goods, engineering services (if applicable) and/or related commissioning services (if applicable) specifically set forth in the Agreement ("Equipment"). The scope of work does not include installation or any on-site services unless specifically identified as being included in the price in the Agreement. Any terms and conditions contained in any purchase order, plans and specifications, correspondence, or accompanying payment for delivery of the Equipment, which are different from or in addition to the Terms and Conditions herein, shall not be binding on PUMPTTECH, INC., whether or not they would materially alter the Agreement, and PUMPTTECH, INC. hereby objects to and rejects the same unless such terms and conditions are delivered to PUMPTTECH, INC. prior to Quotation and referenced in the Quotation.

CREDIT APPROVAL AND PAYMENT TERMS: Credit approval is required by PUMPTTECH, INC. prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order. PUMPTTECH, INC.'s payment terms are net thirty (30) days from invoice date. In some circumstances PUMPTTECH, INC. may require progress payments. Progress payments are due and payable upon receipt of invoice. PUMPTTECH, INC.'s "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the purchase order or the Agreement: 1st: fifteen percent (15%) upon receipt of approved drawings; 2nd: thirty percent (30%) upon order of major components; 3rd: twenty percent (20%) upon receipt of major components at PUMPTTECH, INC.'s facility; 4th: thirty percent (30%) upon shipment; and 5th: five percent (5%) on start-up. If not included within the Quotation, all applicable federal, state and local taxes will be added to each invoice. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1.5%) per month (eighteen percent (18%) annually) until fully paid, including any interest accruing thereon. If PUMPTTECH, INC. chooses to turn any past-due balances over to a collection agency, Purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts.

CHANGE ORDERS: Changes to the design, specifications, scope of supply, delivery schedule, Equipment demonstration site or date, shipping instructions of the Equipment, or any material term of the Agreement, may only be made upon execution by Purchaser and PUMPTTECH, INC. in writing ("Change Order"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Equipment, (ii) an adjustment to the purchase price, and (iii) an adjustment in the date of shipment of the Equipment and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Agreement shall not be modified in any manner. In addition, PUMPTTECH, INC. has the right to suspend performance of its obligations hereunder without liability during the period while the change is being evaluated and negotiated. In the event Purchaser has communicated proposed changes to PUMPTTECH, INC., PUMPTTECH, INC., at its sole discretion, shall either: (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Agreement; or (c) cancel the Agreement. In the event that PUMPTTECH, INC. elects (b) above, Purchaser shall either (i) agree to continued performance by PUMPTTECH, INC. pursuant to the Agreement or (ii) cancel the Agreement. In the event of (b)(ii), Purchaser shall pay PUMPTTECH, INC. for all amounts then due and owing under the Agreement plus all incurred costs not yet billed (e.g., labor and materials) plus fifteen percent (15%) for profit on all incurred costs not yet billed.

SHIPMENT: Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Although PUMPTTECH, INC. shall use commercially reasonable efforts to have the Equipment delivered within the time estimated, any quoted shipment time is based on information from suppliers and is not intended to be an exact date or a guarantee. Any late delivery charges due to shipment beyond the estimated schedule will not be accepted.

WARRANTY: The only warranty/guarantee implied or applied to this Agreement are those as put forth by the original manufacturer. New equipment manufactured by PUMPTTECH, INC. are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of shipment (ninety (90) days for repaired equipment) provided that the Purchaser has timely made all payments due under the Agreement and the product is properly installed, serviced, and operated under normal conditions. If within one (1) year of installation PUMPTTECH, INC. receives written notice from Purchaser of defective material or workmanship with respect to Equipment, PUMPTTECH, INC.'s sole obligation shall be, at PUMPTTECH, INC.'s option, either to (i) repair the Equipment, (ii) replace the Equipment, or (iii) refund the amount paid by Purchaser. PUMPTTECH, INC. shall have no other obligation or liability whatsoever with respect to any defective material(s) or service. Materials to be replaced or items for which services are to be re-performed shall be shipped by Purchaser to, PUMPTTECH, INC.'s shop in Bellevue, Washington or to such location as PUMPTTECH, INC. may designate. Purchaser is responsible for prepayment of freight and insurance of such shipment. Purchaser shall provide returned items to PUMPTTECH, INC. in such a state that PUMPTTECH, INC. may inspect the item immediately upon PUMPTTECH, INC.'s receipt thereof. If found to be defective, PUMPTTECH, INC. will prepay all freight and insurance costs of the return shipment of the repaired or replaced item. Any repaired or replaced items shall be warranted only for the remaining period of the original warranty. Expedited repairs are subject to expediting fees. Products inspected and proven to be non-defective are subject to service charges and will be returned to Purchaser at Purchaser's expense. THIS AGREEMENT DOES NOT GRANT ANY OTHER WARRANTY OR GUARANTEE OR MAKE ANY REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER ARISING BY LAW, CUSTOM, CONDUCT OR USAGE OF TRADE. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. THIS WARRANTY SHALL NOT BE VALID IF THE ITEMS THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN SUBJECTED TO ABUSE, MISUSE, ACCIDENT, ALTERATION, MODIFICATION, NEGLIGENCE, UNAUTHORIZED REPAIR, OR EXPOSURE TO CONDITIONS BEYOND THE APPLICABLE ENVIRONMENT. THIS WARRANTY SHALL ALSO BE VOID IF THE ITEMS ARE ASSIGNED, SOLD OR TRANSFERRED TO AN ENTITY OTHER THAN PURCHASER.

LIMITATION OF LIABILITY: PUMPTTECH, INC.'s liability on any claim of any kind (excluding bodily injury or death) whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from all services and Equipment covered by or furnished under this Agreement, shall in no case exceed the price of the specific service or Equipment which gives rise to the claim.

PURCHASER UNDERSTANDS AND ACKNOWLEDGES THAT IN NO EVENT WILL PUMPTTECH, INC. BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THOSE FOR LABOR, EXPENSES, LOSS OF PROFITS OR REVENUE, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND.

INDEMNIFICATION: Purchaser agrees to defend, indemnify and hold harmless PUMPTTECH, INC. and its respective affiliates, officers, directors, employees, shareholders and agents from and against all losses, costs, expenses, damages, suits or liability of any nature incurred in whole or in part as a result of the conduct, negligence, or willful misconduct of Purchaser, its agents, servants, employees or customers or caused by Purchaser's property or property under the responsibility of Purchaser.

DISPUTE RESOLUTION: All claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to PUMPTTECH, INC.'s services and/or these Terms and Conditions (collectively "Claims") will be resolved, first, by a formal mediation conducted by an experienced mediator mutually agreed upon by PUMPTTECH, INC. and Purchaser, and, if mediation should fail to resolve the Claims, secondly, by reference to and determination by binding arbitration governed by the Federal Arbitration Act and administered by the American Arbitration Association under its rules for resolution of disputes, or under other mutually agreed procedures. The parties agree that any arbitration proceeding shall be presided over by a neutral arbitrator selected by the parties who shall have at least twenty (20) years of experience practicing law related to sales contract disputes. Any such proceedings under mediation or arbitration shall be conducted in Seattle, Washington. This provision shall survive the termination of the Agreement governed by these Terms and Conditions.

CHOICE OF LAW: This Agreement shall be construed in accordance with the laws of the State of Washington.

ATTORNEY FEES: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

FINAL AGREEMENT: This Agreement merges all prior discussions, whether written or oral, and is the entire understanding and agreement of the parties; neither party shall be bound by additional or other representations, conditions, or promises except as subsequently set forth in writing and signed by the party to be bound.

(Purchaser's signature)

Printed Name & Title

(Date)

Interlocal Agreement Between City of College Place & the Blue Mountain Action Council

This Interlocal Agreement (“Agreement”) is made this _____ day of _____, 2020 and entered into by and between the City of College Place (“College Place”) and the Blue Mountain Action Council (“BMAC”); a Washington Public Benefit Corporation.

WHEREAS, College Place is a non-chartered code city located in Walla Walla County, Washington, and is authorized by RCW 39.34 to enter into intergovernmental agreements; and

WHEREAS, BMAC is a Washington public benefit corporation whose mission is to cultivate innovative services, in partnership with the community, to empower low-income people to meet their vital needs and achieve self-sufficiency; and

WHEREAS, due to the COVID-19 pandemic, College Place is experiencing a public health emergency that has created detrimental health, economic development, and housing consequences to the City’s residents as demonstrated in the emergency disaster declaration adopted by College Place City Council on March 17th, 2020 and renewed on June 9th, 2020, and remains in effect until Mayor or State of Washington Governor declare the COVID-19 emergency over; and

WHEREAS, the State of Washington extended the City a grant from the Federal Government CARES Act distribution for local governments of \$289,950 on May 20th, 2020 which can cover expenditures deriving from the City’s response to the COVID-19 declared emergency between March 1st, 2020 and October 31st, 2020; and

WHEREAS, providing funds to BMAC to provide utility bill relief to College Place utility customers who have a good payment history but are struggling to timely pay for utility services due in whole or in part to COVID-19 mandated quarantine, or loss or reduction in employment and corresponding earnings due to COVID-19 impacts, is in the best interest of College Place residents; and

WHEREAS, providing funds to BMAC to provide rental assistance to College Place residents who have a good rental payment history but are struggling to timely pay for housing due in whole or in part to COVID-19 mandated quarantine, or loss or reduction in employment due to COVID-19 impacts, is in the best interest of College Place residents; and

WHEREAS, this Interlocal is under the governance structure provided in City Emergency Resolutions No. 20-009 & 20-009.1.

NOW THEREFORE, the parties agree as follows:

1. College Place will provide BMAC with \$13,000 which shall be used to assist College Place utility customers on water, wastewater, and stormwater bills which

they cannot timely pay due to COVID-19 quarantine, employment layoff due to COVID-19, or COVID-19 underemployment. Recipient must have good payment history (only late on one payment or less in last year prior to COVID-19 declared emergency) and must earn an average annual income less than 120% of Walla Walla County Median Family Income.

2. College Place will provide BMAC with \$7,000 which shall be used for rental assistance for tenants who are behind on rent due to COVID-19 quarantine, employment layoff or loss due to COVID-19, or COVID-19 related underemployment. Recipient must have good payment history (only late on payment or less in last year prior to COVID-19 declared emergency). Assistance will only be extended to those earning an average annual income at or below 120% of Walla Walla County Median Family Income.
3. Funding is derived from State of Washington passthrough of CARES Act Funding to local governments and BMAC must comply with all terms and conditions contained in the CARES act grant Agreement between College Place and the State of Washington Department of Commerce, (a copy of the Agreement is attached hereto).
4. BMAC shall only utilize the funds to support residents in College Place and support may only be applied to unpaid rent/services debt incurred on or after the State's Stay-At-Home Order issued March 25th, 2020.
5. BMAC shall use their normal and customary process for providing publicly funded aid to fulfill the requirements of this Agreement.
6. College Place shall work with BMAC to gather and provide information about potential clients in need of utility services and rental funding. All information gathered and shared by the Parties that is confidential shall remain confidential and only be released to the public as required by law.
7. Parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
8. Parties, their officers, councilmembers, employees, volunteers, and agents shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, color, religion, national origin, age, sex, sexual orientation, gender identity, gender expression, marital status, family/parental status, genetic information, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, military or veteran status, or the presence of any disability.
9. This Agreement may only be changed, modified, or amended upon the written approval of both Parties.
10. BMAC is an independent contractor and is providing the services herein not as an employee of the City. The term of this Agreement shall terminate upon the expenditure or return of grant funds.
11. Each Party shall defend, indemnify and hold the other Party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts,

errors or omissions of the respective Party in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and BMAC, its officers, officials, employees, and volunteers, the Parties' liability, including the duty and cost to defend, hereunder shall be only to the extent of the respective Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes BMAC's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

12. Funding: Should either Party fail to appropriate sufficient funds to fulfill this Agreement, said Party shall not be obligated to fulfill this Agreement and it shall terminate.
13. Termination and Breach: This Agreement is subject to termination by either Party upon 30-days written notice to the other Party. If a Party fails to comply with one or more terms of this Agreement, the other Party may terminate upon 5 days written notice. Should the breaching Party cure the breach within the 5-day period, the Agreement will not terminate.
14. This Agreement is governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this agreement may be instituted only in Walla Walla County Superior Court.
15. If a court of competent jurisdiction holds any party, term, or provision of this Agreement to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the provision held to be invalid. If it should appear that any provision of this Agreement is in conflict with any statutory or constitutional provision of the State of Washington, said provision which may conflict within shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.
16. Non-enforcement of any provision or condition of this Agreement shall not be deemed a waiver and the parties can enforce said provision or condition.
17. Notices: Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of College Place, when mailed, postage prepaid, or delivered to the City Administrator, City of College Place, 625 S. College Avenue, College Place, Washington, 99324, and on behalf of BMAC, when mailed, postage prepaid, or delivered to the Executive Director, 8 E. Cherry Street, Walla Walla, WA, 99362. The designation of the addressee or the

address may be changed by notice given in the same manner as provided in the article for other notices.

18. No Separate Entity Created: No separate legal or administrative entity is hereby created. Each party is responsible for establishing and maintaining its own budget for any obligations arising hereunder. No third-party benefit is created by this Agreement.
19. Entire Agreement: There are no agreements, promises, assurances, representations, warranties, undertakings, or understandings, either written or oral, between College Place and BMAC concerning the subject matter of this agreement other than those expressly set forth in the document. Any amendment of this agreement must be in writing and signed by both College Place and BMAC. Forbearance by a party shall not be deemed waiver or prejudice that party's right to enforce the terms and conditions of this agreement.
20. This Agreement shall not become effective unless and until it is properly executed by the parties and all filing requirements are met as required by RCW 39.40.040. This agreement shall terminate on October 31st, 2020.

CITY OF COLLEGE PLACE

BLUE MOUNTAIN ACTION COUNCIL

Norma L. Hernandez, Mayor

Kathy Covey, Executive Director

ATTEST:

Lisa Neissl, City Clerk

APPROVED AS TO FORM:

Rea Culwell, City Attorney

INTERGOVERNMENTAL AGREEMENT TO UTILIZE THE COUNCIL ON HOUSING
BOARD FOR AN ADVISORY GROUP FOR THE UTILIZATION OF FUNDS COLLECTED
BY WALLA WALLA COUNTY PURSUANT TO RCW 82.14.540

1. Parties

1.1 The County of Walla Walla (County) is a Washington County organized under the laws of the State of Washington.

1.2 The City of Waitsburg (Waitsburg) is a city organized under a Washington territorial charter.

1.3 The City of Prescott (Prescott) is a code city organized under the laws of the State of Washington.

1.4 The City of Walla Walla (Walla Walla) is a non-chartered code city organized under the laws of the State of Washington.

1.5 The City of College Place (College Place) is a non-chartered code city organized under the laws of the State of Washington.

2. Purposes

2.1 Ch. 39.34 RCW authorizes the County and Cities to jointly exercise powers, privileges and authority, and to enter into agreements for such purposes.

2.2 Chapter 388, Laws of 2019, relating to encouraging investments in affordable housing was adopted in the 2019 session and codified at RCW 82.14.540.

2.3 RCW 82.14.540 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, for the operations and maintenance costs of affordable or

supportive housing, and providing rental assistance to eligible tenants.

2.4 The tax will be credited against state sales taxes collected within the County and, therefore, will not result in higher sales and use taxes within the County and is an additional source of funding to address housing needs in the County.

2.5 The maximum rate imposed may not exceed 0.0146 percent. The maximum rate is available until July 28, 2020 to a county within its unincorporated areas and within the limits of a city that declares it will not levy the tax or that does not adopt a resolution of intent to impose the tax. After July 28, 2020, the maximum rate is 0.0146 percent for a participating county within the unincorporated area of the county and within the limits of any nonparticipating city that is located within the county.

2.6 The tax must be used to assist persons whose income is at or below sixty percent of the County median income.

2.7 The Walla Walla County Board of County Commissioners adopted Resolution 19-254, a resolution of intent to authorize the maximum capacity of the tax, in open session on November 4, 2019.

2.8 Walla Walla County enacted Ordinance 481 on November 25th, 2019, which imposed the maximum capacity of the tax. Ordinance 481 is codified at Walla Walla County Code Chapter 3.30.

2.9 The funds collected under Walla Walla County Code Chapter 3.30 are to be deposited in an account called the “Affordable and Supportive Housing Fund.”

2.10 No city in Walla Walla County has imposed the tax authorized by RCW 82.14.540 or has enacted a qualifying tax as defined by RCW 82.14.540(1)(e).

2.11 Walla Walla County enacted Resolution 18-278 on November 5, 2018. The Resolution adopted bylaws for the Walla Walla County Council on Housing Board (formerly the Council on Homelessness).

2.12 The Council on Housing Board currently consists of representatives of the Parties, as well as other interested members of the community.

2.12 The Parties intend to utilize the Council on Housing Board to review tax revenue from the tax imposed by Walla Walla County Code 3.30, which are deposited in the County's Affordable and Supportive Housing Fund.

2.13 At least annually, no later than September 1 of each year, the Council on Housing Board will make a recommendation to the Board of County Commissioners for proposed use of the Fund, including any expenditure from the fund or savings or retention of the fund.

2.14 The Board of County Commissioners will review the Council on Housing Board's recommendation at a regularly scheduled meeting, at least annually, with fourteen days' e-mailed notice to the Parties, prior to deciding how the funds in the Affordable and Supportive Housing Fund will be utilized.

3. Administrative structure.

3.1 This Agreement does not establish a separate legal entity.

3.2. Administrator. In accordance with WWCC 3.30.060, monies in the Affordable and

Supportive Housing Fund shall be administered by the Board of County Commissioners, with assistance from the Department of Community Health, in accordance with budgetary processes and state statutes. This Agreement will be administered by the Director of the Walla Walla County Department of Community Health.

4. Property

4.1 This Agreement does not provide for the acquisition, holding, or disposal of real or personal property.

5. Term and Termination.

5.1 This agreement shall be effective for a term which commences on the date that it has been fully executed by all Parties to the agreement and ends on December 31, 2026, unless it is terminated early as provided herein.

5.2 The term of this agreement may be extended by mutual agreement of the Parties.

5.3 This agreement may be mutually terminated prior to its expiration by written agreement of the Parties.

5.4 Any Party may unilaterally terminate this agreement by giving written notice of early termination of this agreement to the other Parties at any time. Termination shall become effective no sooner than one-hundred eighty (180) days after notice of early termination.

6. Independent contractors.

The Parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the Parties. Each Party

shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of any Party an employee of any other Party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

7. Hold harmless.

It is understood and agreed that each Party will be solely responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other Parties from any and all claims, losses, or causes of action, suits and actions in equity of any kind.

8. Attorney fees.

All Parties shall bear their own attorney's fees and costs of enforcing their rights and responsibilities under this Agreement.

9. Assignment.

No Party shall transfer, assign, or subcontract, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other Parties.

10. Third party beneficiaries.

The Parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. The Parties do not intend to create any third-party beneficiary to this Agreement.

11. Notices.

Except as stated in Section 2.14, notices shall be given, at a minimum, by postage prepaid

Intergovernmental Agreement for Sales Tax Credit 5

mail to a Party at its address of its principal governmental office in care of its official clerk.

12. Waiver.

No waiver by any Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

13. Entire agreement.

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein and no prior Agreements shall be effective to the contrary.

14. Amendment.

The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the Parties.

15. Counterparts.

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

16. Filing.

The Clerk of the Board of County Commissioners shall cause a copy of this Agreement to be posted on the County website pursuant to RCW 39.34.040.

17. Severability.

If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

To this end, the provisions of this Agreement are declared to be severable.

18. Applicable Law

This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

19. Jurisdiction and Venue

Any dispute or proceeding arising out of this Agreement shall be submitted to the Superior Court of the State of Washington for Walla Walla County.

Dated this _____ day of _____, 2020.

COUNTY OF WALLA WALLA

Approved as to form:

Prosecuting Attorney

CHAIRMAN OF BOARD OF WALLA
WALLA COUNTY COMMISSIONERS

Approved as to form:

Prescott City Attorney

CITY OF PRESCOTT

STEVEN HEIMBIGNER
MAYOR

Date: _____

Approved as to form:

Waitsburg City Attorney

CITY OF WAITSBURG

MARTIN DUNN
MAYOR

Date: _____

Approved as to form:

Walla Walla City Attorney

CITY OF WALLA WALLA

NABIEL SHAWA
CITY MANAGER

Date: _____

Approved as to form:

College Place City Attorney

CITY OF COLLEGE PLACE

NORMA HERNANDEZ
MAYOR

Date: _____

City of College Place, Washington
RESOLUTION NO. 20-032

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING ADOPTION OF AN INTERLOCAL AGREEMENT PERTAINING TO UTILIZATION OF FUNDS COLLECTED BY WALLA WALLA COUNTY FOR AFFORDABLE HOUSING (AFFORDABLE HOUSING SALES TAX CREDIT) PURSUANT TO RCW 82.14.540.

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

Whereas, RCW 39.34 authorizes the County and Cities to jointly exercise powers, privileges and authority, and to enter into agreements for such purposes; and

Whereas, RCW 82.14.540 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction, or rehabilitation of affordable housing or facilities providing supportive housing, for the operations and maintenance costs of affordable or supportive housing, and providing rental assistance to eligible tenants; and

Whereas, The tax will be credited against state sales tax collected within the County and, therefore, will not result in higher sales and use taxes within the County and is an additional source of funding to address housing needs in the County; and

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

- 1.** The City Council authorizes the Mayor to sign and Intergovernmental Agreement to Utilize the Council on Housing Board For An Advisory Group For the Utilization of Funds Collected by Walla Walla County Pursuant to RCW 82.14.540

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 August, 2020.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC, City Clerk

EXHIBIT 1

AGREEMENT FOR ENGINEERING SERVICES

CLIENT: City of College Place
Contact Person: Attn: Robert Gordon, City Engineer
Address: 625 S. College Avenue
City, ST, Zip College Place, WA 99324

DATE: 08/05/2020

ENGINEER: TD&H ENGINEERING
210 Main Street
Lewiston, ID 83501

PROJECT TITLE: Deficiencies Analysis for Autumn Meadows Subdivision

SCOPE OF SERVICE(S):

ENGINEER shall provide or cause to be provided the services described on Exhibit A - *Response to Request for Statement of Qualifications: Infrastructure/Standards Deficiencies Analysis for Autumn Meadows Subdivision* - dated July 31, 2020, attached. If the scope/service is not specifically included herein, the scope/service is expressly excluded. **CLIENT** may direct or request changes within the general Scope of Service(s). Upon notification of such direction, **ENGINEER** shall prepare an estimate of the additional cost and time required, if any, to perform the change. Upon mutual written agreement, **ENGINEER** shall perform the change and an appropriate adjustment shall be made to the amount of fee and/or time schedule.

AMOUNT OF FEE:

Estimated **Fees are Valid for 90 days** from the Date provided in the Proposal Letter or the date which this Agreement was delivered to the **CLIENT**; authorization of this Agreement at a date later than 90 days may require an increase in fees and/or additional time required to complete the services at the sole discretion of the **ENGINEER**.

☒ **TIME AND MATERIALS.** Fees for **ENGINEER'S** services shall be based on **ENGINEER'S** time and reimbursable expenses. Rates for professional services and are based on **ENGINEER'S** current rate schedule established at its office which is completing the service(s). From time to time **ENGINEER** may revise its rates; revised rates will become effective 30 days after **CLIENT** receives written notice of the revised rate schedule. Reimbursable Expenses include mileage, meals and lodging, reproduction, special equipment rental, services of consultants or subcontractors, costs of any equipment or materials provided by **ENGINEER**, and other expenses incurred directly by **ENGINEER** in performing the Scope of Service(s).

An estimate of the fees to complete the Scope of Service(s) is \$ 15,000.00 Final Costs may vary and invoicing shall be for the actual cost to complete the Scope of Service(s). **CLIENT** will be notified by the **ENGINEER** prior to performing any services that would substantially increase the estimated fee.

☐ **LUMP SUM.** The lump sum fee to complete the Scope of Service(s) will be \$ _____.

PAYMENT TO ENGINEER:

A retainer in the amount of \$ 0 is required before beginning services. **ENGINEER** shall credit the amount of the retainer toward the final billing when the services are substantially complete.

Payment for services: Payment is due upon receipt of the invoice and is past due 30 days from the invoice date. The **CLIENT** agrees to pay a late fee of 1.5 %, compounded monthly, from the invoice date, on the past due amount. If the invoice is not paid within thirty (30) days, **ENGINEER** may, without waiving any claim or right against **CLIENT**, and without liability whatsoever to **CLIENT**, terminate the performance of the service and begin formal collection procedures. In the event this account is placed for collection with a collection company, a fee of Fifty percent (50%) of the balance due shall be added as a collection fee. Retainers shall be credited on the final invoice. Any inquiries or questions regarding the substance of the invoice shall be made in writing within ten (10) days of receipt of the invoice. Failure to notify **ENGINEER** within this time period indicates acceptance of billing for services performed.

GENERAL TERMS AND CONDITIONS

1. **ENGINEER** shall perform its services in a manner consistent with generally accepted professional standards required of it and other design professionals providing similar services under similar conditions in the same locale. **ENGINEER** is authorized to proceed as of the date of this Agreement unless otherwise noted.

2. Any opinion of the construction cost prepared by the **ENGINEER** represents its judgment as a design professional and is supplied for the general guidance of the **CLIENT**. Since the **ENGINEER** has no control over the cost of labor and material, schedules, competitive bidding, or market conditions, the **ENGINEER** does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the **CLIENT**. Similarly, **ENGINEER** does not guarantee any proposed schedules for commencement or completion of services.

3. **Project Site:** **ENGINEER** shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with construction of the Project, nor shall **ENGINEER** be responsible for any contractor's failure to construct the Project in accordance with the requirements of the construction agreement. **ENGINEER** shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

4. **CLIENT** shall timely provide to **ENGINEER** all criteria and full information as to **CLIENT'S** requirements for the Project; designate a person to act with authority on **CLIENT'S** behalf in respect of all aspects of the Project; examine and respond promptly to **ENGINEER'S** submissions; and give prompt written notice to **ENGINEER** whenever **CLIENT** observes or otherwise becomes aware of any defect in the service. The **ENGINEER** and its employees, agents, and consultants have the right to rely on the accuracy of **CLIENT**-furnished information.

5. **CLIENT** shall, at its cost:

- 1) Procure such legal, accounting, and other counseling services as may be required for successful completion of the Project.
- 2) Furnish approvals and permits from all governmental authorities having jurisdiction over the Project, except to the extent that obtaining such approvals and permits has been specifically assigned to **ENGINEER** pursuant to the paragraph entitled "Scope of Service(s)."
- 3) Pay all review and filing fees required by governmental agencies.
- 4) Pay all costs incidental to obtaining bids or proposals from contractor(s).
- 5) Guarantee full and free access for the **ENGINEER** to enter upon all property required for the performance of the **ENGINEER'S** services under this Agreement.

6. This Agreement may be terminated:

- 1) By mutual written consent of both parties;
- 2) By either party upon seven days written notice in the event of a material breach by the other party in performing its obligations under this Agreement, and upon the failure of the breaching party to cure within the seven-day notice period its material breach.

In the event of any termination, **CLIENT** shall pay **ENGINEER** for all

services rendered and all reimbursable expenses incurred to the date of termination. If the termination is a result of a material breach by **CLIENT**, **CLIENT** shall pay **ENGINEER** reasonable termination expenses.

7. Neither party may assign this Agreement without the written consent of the other party, which shall not unreasonably be withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8. This Agreement is binding upon **CLIENT** and **ENGINEER** and each of their successors, assigns, and legal representatives. The Authorized Representative assumes personal responsibility along with the **CLIENT** for performance under the terms of this contract. The undersigned agrees to be personally responsible for the total balance due.

9. Ownership of Documents: All reports, calculations, figures, data and other documents prepared by the **ENGINEER** as part of these services shall remain the property of the **ENGINEER**. The **CLIENT** is entitled to copies of all documents prepared by the **ENGINEER** upon payment in full, and reasonable usage of those documents for this project only. The documents are not intended for reuse on other projects; any reuse by the **CLIENT** or others for purposes other than those identified in or directly associated with "Exhibit A – Scope of Services", or without **ENGINEER'S** consent will be at the **CLIENT'S** sole risk; the **CLIENT** will defend, indemnify, and hold **ENGINEER** harmless from any claims brought against **ENGINEER** arising out of reuse; and **ENGINEER** may retain one record copy of all information.

10. Idaho law governs this Agreement. **CLIENT** and **ENGINEER** agree to negotiate in good faith for a period of 15 days from the date of receipt of written notice of all disputes between them. If such negotiations fail, **CLIENT** and **ENGINEER** shall select a mutually agreeable mediator and shall conduct a mediation within an additional 30 days. If mediation fails to resolve the dispute, either party may pursue any legal or equitable remedies in a court of competent jurisdiction located in the appropriate Idaho County where the **ENGINEER'S** office completing the service resides. In the event of litigation, the prevailing party shall be entitled to an award of reasonable attorney's fees, subject to the Risk Allocation and Limitation of Liability provisions in this Agreement.

11. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **CLIENT** and **ENGINEER**.

12. This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the parties.

13. **ENGINEER** shall be responsible only for those Construction Phase services expressly required of **ENGINEER** in Exhibit A - "Scope of Service(s)." With the exception of such expressly required services, **ENGINEER** shall have no design, construction document, or other obligations during or following construction, and **CLIENT** assumes all responsibility for the application and interpretation of the contract documents, review and response to contractor requests for clarifications and substitutions, claim submittals, equipment and material product data and all

associated technical and contractual interpretations, contract administration, processing change orders, revisions to the contract documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary construction phase engineering and professional services. **CLIENT** waives all claims against the **ENGINEER** that may be connected in any way to construction phase engineering or professional services except for those services that are expressly required of **ENGINEER** in Exhibit A - "Scope of Service(s)".

14. Merit of Claim: Prior to any direct or third party claims against **ENGINEER**, the claimant shall first provide written certifications, executed by at least two independent engineers, licensed and routinely providing engineering services in the project jurisdiction, who, after reviewing **ENGINEER Agreement and** scope of services, shall specify each and every act or violation of the standard of care expected by an **ENGINEER**, under similar circumstances. Such certifications shall be provided at least thirty (30) days prior to the presentation of any claim or counterclaim.

15. Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the **CLIENT** or **ENGINEER**. **ENGINEER'S** services hereunder are being performed solely for the benefit of the **CLIENT**, and no other entity shall have any claim against **ENGINEER** because of this Agreement or **ENGINEER'S** performance of services hereunder.

16. Risk Allocation: The **CLIENT** agrees that, to the fullest extent permitted by law, the **ENGINEER'S** total liability to the **CLIENT** for any and all injuries, claims, losses, expenses, or damages of any kind, arising out of this Agreement or relating to the **ENGINEER'S** services, which are specifically subject to any claim (not the aggregated value of all services) including but not limited to claims of **ENGINEER** negligence, errors, omissions, liability, breach of contract, or any other cause(s), shall not exceed the total fee paid to Engineer, or \$50,000, whichever is greater.

17. Limitation of Liability: Notwithstanding anything contrary in this Agreement, **CLIENT** agrees that no employee, principal, officer, or representative of **ENGINEER** will have any personal liability under this Agreement. **ENGINEER** makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the **ENGINEERING** scope of services.

18. CLIENT Negligence/Liability: For claims, damages, losses, or expenses caused in whole or in part by the negligent act or omission and/or strict liability of the **CLIENT** or employees of the **CLIENT**, including other design professionals or subcontractors,

the **CLIENT** shall indemnify and hold harmless **ENGINEER** and all of its personnel (including reasonable attorneys' fees) arising from claims by third parties to the extent caused by the negligence or willful misconduct of **CLIENT**, its employees or anyone for whom **CLIENT** may be legally responsible. For purposes of the foregoing indemnification provision only, **CLIENT** waives any immunity it may have under any applicable worker's compensation laws.

19. Time to bar legal action: The **CLIENT** and **ENGINEER** agree that claims from either party for breach of this agreement or for failure to perform in accordance with the Standard of Care shall not be initiated more than three (3) years from the date on which **ENGINEER** completes its services on the project.

20. Standard of Care: The standard of care for all professional services performed or furnished by **ENGINEER** under this agreement will be the skill and care used by members of **ENGINEER'S** profession practicing under similar circumstances at the same time and in the same locality. **ENGINEER** makes no warranties, express or implied, under this agreement or otherwise, in connection with **ENGINEERING** services."

21. Delay: **ENGINEER** shall not be liable for any costs or delays resulting in whole or in part from causes beyond the control and without fault or negligence of **ENGINEER** or it's subconsultants, including, without limitation, stoppages and strikes, acts of God and natural disaster, failure of a public agency to act in a timely manner, and/or acts of **CLIENT** and its consultants, contractors and agents, including, without limitation, their failure to furnish information in a timely fashion and/or their faulty or untimely performance.

22. Corporate Responsibility: **ENGINEER'S** Services shall not be subject to individual employees, officers or directors, including any **ENGINEER** who affixed his or her seal to the drawings, specifications or other documents prepared by or under the supervision of licensee for the Project, to any personal legal exposure for the risks associated with this Project. **CLIENT** agrees that as **CLIENT'S** sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Thomas, Dean & Hoskins, Inc. dba: TD&H Engineering, a Montana state corporation, and not against any of Thomas, Dean & Hoskins, Inc. dba: TD&H Engineering's individual employees, officers or directors.

The parties' consent to the foregoing terms, including any attachments.

CLIENT:

BY:
(signature)

TITLE:

DATE:

ENGINEER: TD&H ENGINEERING

BY: 
(signature)

TITLE: Engineering Manager

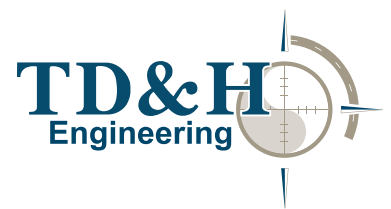
DATE: 08/05/2020



Response to Request for Statement of Qualifications

Infrastructure/Standards Deficiencies Analysis for Autumn Meadows Subdivision

July 31, 2020



PREPARED FOR
City of College Place
625 S. College Avenue
College Place, WA 99324

FROM
TD&H Engineering
210 Main Street
Lewiston, ID 83501

PROJECT MANAGER
Luke Antonich, PE
(208) 746-0938
luke.antonich@tdhengineering.com

Firm/Team Information

Well Established

- Established in Great Falls, Montana in 1965.
- Have since grown to include nine offices located in Lewiston and Twin Falls, Idaho; Spokane, Washington; Bozeman, Great Falls (Corporate), Helena, and Kalispell Montana; Watford City, North Dakota; and Media, Pennsylvania.

Client Representation

- Serve clientele ranging from cities, counties, and ports to individuals and large corporations.

Work Capabilities

- Assist clients through all phases of projects, starting with planning and procurement of funding through design and construction completion.
- Staff are energetic problem solvers, hyper organized, and licensed to analyze the Autumn Meadows infrastructure and advise the City of College Place on the best process to follow moving forward.

CORE SERVICES

- **Civil Engineering:** Water, Wastewater, Stormwater, Site Development
- **Geotechnical Engineering**
- **Transportation Engineering:** Sidewalks, Streets & Roads, Traffic Engineering, Pavement Design
- **Environmental Engineering**
- **Structural Engineering**
- **Surveying**
- **Planning**

THE 411



55

Years in Service



9

Branch Offices



120

Valued Employees



28

States Licensed In

Key Personnel Assignments (Detailed resumes to follow)

NAME	ROLE/ASSIGNMENT
 Luke Antonich, PE Lewiston Engineering Manager	• Project Manager • Assignment of staff and resources to meet schedules and budget
 Michelle Bly, PCED, AICP Regional Manager/Vice President/Principal	• Principal-in-charge • Quality control and review • Funding experience as required • Planning
 Rex Harding, PE Senior Municipal Engineer	• Assessment of existing infrastructure • Recommendations for improvements • Timeline creation
 Jen Blood, EI Design Engineer	• Inventory of existing infrastructure • Technical writing assistance • Assistance with analysis as needed
 John McMahan, PLS Land Surveyor	• Location of monuments and easements • Right-of-Way research • Assistance with legal descriptions

Relevant Experience

Pheasant Meadows Subdivision Twin Falls, Idaho

TD&H performed all tasks associated for the construction of this subdivision, including annexation, surveying, civil engineering/design, construction inspections, and completion of final plans, all while coordinating efforts with the City Engineer and contractor. This included the analysis and execution of required infrastructure, including water, sewer, and stormwater conveyance and treatment, as well as making sure all met with City standards and specifications.

OWNER CONTACT INFORMATION

Client: Richard Jordan, OFCO Investments
Phone: (208) 766-2875
Email: richardljordan44@gmail.com
Web Link: N/A

New Hope Water System Study & System Improvements Orofino, Idaho

TD&H saw this project through from beginning to end, starting with planning and funding procurement. Engineers assessed the existing water system and what improvements were needed for the New Hope Subdivision, including an environmental assessment. TD&H then provided the design, surveying, and construction inspection for the project, which included 9,800 LF of new waterline, three pump stations, and a telemetry system then carried potable water from the Ahsahka Water and Sewer District system along Highway 7 to the New Hope subdivision. TD&H also coordinated, defined, and resolved right-of-way easements with private property owners for the new waterline location.

OWNER CONTACT INFORMATION

Client: Richard Monaghan, New Hope Water Corporation
Phone: (208) 476-9501
Email: rcmonaghan@hotmail.com
Web Link: N/A

Valencia Park Subdivision Twin Falls, Idaho

This 84-townhome complex was constructed on undeveloped farmland. The development included a City of Twin Falls collector street running through the property with potable water, sewer collection, and pressure irrigation systems. The design included wastewater collection with individual service from each unit with collection pipelines to convey the wastewater to the existing City system. The project also included a gravity pipeline to direct irrigation water across the property to an existing pipeline through adjoining subdivisions. TD&H provided survey, civil engineering, and construction administration services.

OWNER CONTACT INFORMATION

Client: Dennis Hourany, New Earth Development
Phone: (925) 766-2875
Web Link: N/A



New Hope Water System Study & System Improvements
Orofino, Idaho

Project Approach

Overview

The City of College Place has been petitioned to consider assumption of the private infrastructure within the Autumn Meadows Subdivision, a 92 taxlot subdivision located south of 12th Street, north of State Route 125, west of the Commercial Drive subdivision, and east of the County Estates mobile home park subdivision. The HOA in this subdivision owns stormwater facilities, roadways, and park property. An infrastructure and deficiencies analysis of the subdivision is required to be completed per CPMC 3.22.040.

Consultant Role

Our role in the project will be to complete an evaluation and analysis of the private infrastructure within the subdivision as you consider assuming ownership of the private infrastructure within the subdivision as described above. To do so, we will:

- Complete a site visit to gain a full understanding of the subdivision and the assets therein. Given our recent experience in College Place, our project approach will include the use of the GIS Database Inventory we recently completed for the City. This will help reduce the amount of field time required to document the subdivision. We will document our visit using photos, notes, and video as applicable to fill in any information not already included in the GIS database;
- Work with the City as we develop the analysis to ensure our deliverables will match up with the needs of the City;
- Utilize assessor information and title reports to determine assessed values of properties, liabilities, and third party interests in the infrastructure and properties;
- Utilize any information available from the HOA to fill in gaps in the picture;
- Quantify privately held infrastructure;
- Determine and document deficiencies in the infrastructure;
- Develop planning level construction cost estimates to analyze the value of existing infrastructure and the cost to raise it to City Standards, or the "cost-to-cure;"
- Make recommendations, based on the analysis and estimates above, regarding assumption of infrastructure and off-setting properties and assets for the City to accept; and
- Summarize the net costs owed either by or to the petitioner based on the recommendations developed during the analysis.

Proposed Table of Contents

Infrastructure/Standards Deficiencies Analysis Autumn Meadows Subdivision

Chapter 1 - Introduction

- 1.1 Overview
- 1.2 Guiding Principals and Objectives
- 1.3 Planning Process
- 1.4 Plan Organization

Chapter 2 - Existing Infrastructure

- 2.1 Utilities
- 2.2 Transportation/Roadways

Chapter 3 - Required Easements and Dedications

- 3.1 Values of Dedicated Properties
- 3.2 Easements Needed
- 3.3 Property Title Searches

Chapter 4 - Assessed Value of Properties

Chapter 5 - Third Party Interests

Chapter 6 - Property Title Searches

Chapter 7 - Benefits and Liabilities

Chapter 8 - Recommendations

- 8.1 Utilities
- 8.2 Transportation/Roadways
- 8.3 Other Properties

Chapter 9 - Cost Analysis Summary

- 9.1 Utilities
- 9.2 Transportation/Roadways
- 9.3 Other Properties

Scope of Work

PHASE	PLANNED TIMELINE
Data Gathering Site Visit, Compile GIS Data, Assessor's Data, Review Title Reports (provided by others)	October 2020
Inventory Existing Infrastructure, Deficiencies of Infrastructure, Properties and Values, Benefits and Liabilities	November 2020
Estimates Infrastructure Estimate (existing value and "cost-to-cure"), Property Assessed Values	November-December 2020
Deliverables Report Writing and Assembly, Submission of Initial Draft, Incorporate Review Comments and Submit Final Report	December 2020 - January 2021



Project Budget

Task No.	Task	Eng. V (Luke)	Eng. V (Rex)	Eng. II (Jen)	Reg. Mgr. (Michelle)	Land. Surv. (John)	Manhours	Mileage	Line Item Subtotal (Dollars)
1	Data Gathering	2.0	1.0	17.0	0.0	0.0	20.0	206.0	\$2,351.20
1.1	Site Visit			8.0			8.0	206.0	\$968.00
1.2	Compile GIS Data	1.0		3.0			4.0		\$459.00
1.3	Assessor's Data			4.0			4.0		\$412.00
1.4	Review Title Reports	1.0	1.0	2.0			4.0		\$512.00
2	Inventory	5.0	9.0	26.0	0.0	2.0	42.0	0.0	\$5,092.00
2.1	Existing Infrastructure	1.0	3.0	12.0			16.0		\$1,854.00
2.2	Deficiencies of Infrastructure	1.0	3.0	10.0			14.0		\$1,648.00
2.3	Properties and Values	2.0	2.0	3.0		2.0	9.0		\$1,181.00
2.4	Benefits and Liabilities	1.0	1.0	1.0			3.0		\$409.00
3	Estimates	2.0	8.0	16.0	0.0	0.0	26.0	0.0	\$3,196.00
3.1	Infrastructure Estimates	1.0	5.0	8.0			14.0		\$1,754.00
3.2	Prop. Assessed Values	1.0	3.0	8.0			12.0		\$1,442.00
4	Deliverables	5.0	5.0	23.0	3.0	0.0	36.0	0.0	\$4,349.00
4.1	Report Writing and Assembly	2.0	2.0	12.0	2.0			18.0	\$2,148.00
4.2	Submission of Initial Draft	1.0	1.0	1.0				3.0	\$409.00
4.3	Incorp. Review Comments & Submit Final Rep.	2.0	2.0	10.0	1.0			15.0	\$1,792.00
	Total Hours/Miles	14.0	23.0	82.0	3.0	2.0	124.0	206.0	\$14,844.00
	<i>Manhour Rate</i>	\$150.00	\$156.00	\$103.00	\$150.00	\$65.00			\$14,844.00
	<i>Mileage Rate</i>							0.70	\$144.20
								Total Cost	\$14,988.20



APPENDIX Resumes



Michelle Bly *PCED, AICP* **REGIONAL MANAGER/PRINCIPAL**

Michelle is a Professional Community and Economic Developer, a Certified Planner, a Principal at TD&H Engineering, and Regional Manager for the Lewiston office. Michelle's experience includes 24 years of working with municipalities on water and wastewater, transportation, and environmental documentation projects. She also provides municipalities assistance with grant/loan funding, planning documents, construction administration and labor compliance, public involvement, and client advocacy.

TD&H ROLE

Professional Community and Economic Developer, Certified Planner, Grant Administrator, Project Manager

EXPERIENCE

24 Years

EDUCATION

Master of Science,
Community and
Economic
Development;
University of Central
Arkansas

Bachelor of Arts,
Interdisciplinary
Studies Business;
Lewis-Clark State
College

REGISTRATIONS

Professional
Community and
Economic Developer
(PCED): No. 327

American Institute of
Certified Planners
(AICP): No. 31026

Certified Grant
Administrator

EXPERTISE FOR YOUR PROJECT

- Michelle served as Project Manager for the New Hope Water Corporation project referenced in this proposal.

RELEVANT PROJECT EXPERIENCE

- Water System Improvements, Stites, Idaho | Grant Administrator
- Sunnyside Reservoir, Pomeroy, Washington | Project Manager, Grant Administrator
- Sunnyside Pump Station and Distribution Replacement and Relocation, Pomeroy, Washington | Project Manager, Grant Administrator
- New Reservoir and Distribution Improvements, Palouse, Washington | Grant Administrator
- Wastewater System Improvements, Culdesac, Idaho | Grant Administrator
- Wastewater System Improvements, Kooskia, Idaho | Grant Administrator
- Sewer Lagoon and Wastewater Facilities Upgrades, LaCrosse, Washington | Labor Compliance Officer
- 6th Street Bridge, Pomeroy, Washington | Project Manager
- New Hope Water System Study & System Improvements, Orofino, Idaho | Grant Administrator
- Main Street Ped Improvements, Lewiston, Idaho | Labor Compliance Officer
- Lapwai Road Safety Improvements, Nez Perce County, Idaho | Labor Compliance Officer
- Commercial Street Improvements, Leavenworth, Washington | Labor Compliance Officer
- Curb Ramp Replacements (Phases I, II, and III), Kooskia, Idaho | Project Manager
- 18th Avenue ADA Pedestrian and Bicycle Improvements, Lewiston, Idaho | Labor Compliance Officer
- Transportation Plan, Culdesac, Idaho | Project Manager



TD&H ROLE

Engineering Manager,
Civil Engineer, Project
Manager

EXPERIENCE

12 Years

EDUCATION

Bachelor of Science,
General Engineering
- Civil Option;
Montana Tech of the
University of
Montana

REGISTRATIONS

Professional Engineer:
Idaho No. 18362
Washington No. 57321
Wyoming No. 14061

Luke Antonich *PE* **ENGINEERING MANAGER**

Luke's 12 years of experience includes analyzing needs, goals, and requirements of a project to create or evaluate a design; motivating others and delegating tasks while working towards the project common goal; determining compliance of a design to specifications; determining compliance of construction activities to specifications during site checks; and mentoring engineers in order to increase performance to a higher level.

EXPERTISE FOR YOUR PROJECT

- Developing cost estimates for subdivisions and municipal projects.
- Project management and team coordination.

RELEVANT PROJECT EXPERIENCE

- Water System Improvements, Stites, Idaho | Project Manager
- Columbia Street Improvements, 5th Street Intersection and US 12 to 6th Street, Pomeroy, Washington | Project Manager
- Transportation Plan, Clearwater County Highway District | Project Manager
- City of College Place Safewalk Project, City of College Place, Washington | Project Manager
- Main Street Pedestrian Improvements, Lewiston, Idaho | Project Manager
- KUID Shop and Storage Addition Site Design and Drainage Improvements, Moscow, Idaho | Project Manager and Design Engineer
- Lapwai Road Safety Improvements, Nez Perce County, Idaho | Project Manager
- Barschi Dental Office Site Development, Lewiston, Idaho | Civil Engineer
- Palouse Water System Plan Update and Water System Improvements, Palouse, Washington | Project Manager and Civil Engineer
- Bridge Street & 14th Street Site Development, Clarkston, Washington | Design Engineer
- 6th Street Bridge, Pomeroy, Washington | Inspector
- Wastewater System Improvements, Stites, Idaho | Project Manager
- Pavement Management System Projects, Gillette, Wyoming | Design Engineer, Project Manager (previous position with City of Gillette)
- Interstate Industrial Park L.I.D. and Street Improvement Design, Funding, and Construction, City of Gillette, Wyoming, | Project Manager (previous position with City of Gillette)



TD&H ROLE

Senior Civil Engineer,
Project Manager

EXPERIENCE

30 Years

EDUCATION

Bachelor of Science, Agricultural
Engineering; University of Idaho

REGISTRATIONS

Professional Engineer:
Idaho No. 7556

Rex Harding *PE* **SENIOR CIVIL ENGINEER**

Rex has over 30 years of experience as Project Manager and Senior Municipal Engineer on a wide variety of projects including dairy site development and waste handling including land application, environmental assessment and remediation, and agricultural chemical and fertilizer dealer secondary containments. Rex's involvement in projects includes feasibility studies, assistance in financing, design and preparation of plans and specifications, agency coordination, construction cost estimating, bid and award of contracts, construction management, materials testing, contract administration, project start up, and preparation of record drawings. Rex has completed over 250 Phase I Environmental Site Assessments, designed over 30 residential subdivisions and 15 dairies.

EXPERTISE FOR YOUR PROJECT

- Rex's decades of experience include subdivisions at all levels of development.

RELEVANT PROJECT EXPERIENCE

- Pheasant Meadows Subdivision, Twin Falls, Idaho | Project Engineer
- Valencia Park Subdivision Utility Design, Site Grading, and Project Layout, Twin Falls, Idaho | Project Engineer
- Bosero Subdivision and Lift Station Design, Twin Falls, Idaho | Project Engineer
- Water system Improvements, Hazelton, Idaho | Project Engineer
- Jayco Lift Station Improvements, Twin Falls, Idaho | Project Engineer
- Sewer Treatment System Upgrade with 240-acre Land Application System, Wendell, Idaho | Project Engineer
- Salvarov Truck Shop Site Design, Jerome, Idaho | Project Engineer
- Wastewater System Master Plan and Environmental Information Document (EID), Bruneau Water and Sewer District, Idaho | Project Engineer
- Gandolfo Dairy Wastewater and Site Grading Plan, Castleford, Idaho | Project Engineer
- Wastewater Handling and Lagoon Design, Bliss, Idaho | Project Engineer



TD&H ROLE
Land Surveyor

EXPERIENCE
35 Years

EDUCATION

REGISTRATIONS
Professional Land
Surveyor:
Colorado No. 37934
(Washington and
Idaho registrations
pending)

John McMahan *PLS*

LAND SURVEYOR

John is a registered professional surveyor in Colorado and is currently working toward licensure in Idaho and Washington. John has over 35 years of experience as a land surveyor and is proficient in all types of surveying techniques including conventional and GPS survey equipment systems and provides both office and field support. John's experience includes setting up and monitoring budgets of construction staking projects for multiple large-and small-scale projects, preparing bids, and the preparation of topographic maps, Improvement Location Certificates, plats, legal exhibits, and as-built products.

EXPERTISE FOR YOUR PROJECT

- John's decades of experience include all survey needs for subdivisions, including property and boundary research.

RELEVANT PROJECT EXPERIENCE

- Whitebird Grade Rehabilitation, Idaho County, Idaho | Surveyor
- Vail Valley Jet Center Hangars, Gypsum, Colorado | Land Surveyor*
- Silver Trout Estates Townhomes, Silverthorne, Colorado | Land Surveyor*
- Georgetown Roundabout, 1-70, Georgetown, Colorado | Land Surveyor*
- Climax Mine Monitors, Leadville, Colorado | Land Surveyor*
- Vail Valley Jet Center Hangars, Gypsum, Colorado | Surveyor*
- Hopkins Reservoir Reclamation, Glenwood Spring, Colorado | Land Surveyor*
- Stratton Flats Subdivision, Gypsum, Colorado | Surveyor*
- Edwards Charter Academy School, Edwards, Colorado | Land Surveyor*
- Walking Mountains Science School, Sweetwater, Colorado | Land Surveyor*
- Thompson Park Subdivision, Carbondale, Colorado | Land Surveyor*
- Shadow Rock Townhomes Subdivision, El Jebel, Colorado | Land Surveyor*
- Sage Mountain Adventures, Gypsum, Colorado | Land Surveyor*
- Grid Alternatives Solar Power Sites, Gypsum/Cortez/Norwood/Steamboat, Colorado | Land Surveyor*

*Completed while working for his own firm.



Jennifer Blood *EI*

PROJECT ENGINEER/INSPECTOR

Jen has a Bachelor of Science in Civil Engineering and provides technical writing for Preliminary Engineering Reports and engineering design and support for a wide variety of projects including sidewalks, roadways, water reservoirs, and water distribution systems. Jen has also served as Inspector for several projects. She is well versed in MicroStation InRoads, WaterCAD, and AutoCAD Civil3D. Jen owned her town construction company prior to getting her engineering degree, which brings a unique “constructability” perspective to projects.

TD&H ROLE

Civil Design Engineer,
Project Manager

EXPERIENCE

4 Years

EDUCATION

Bachelor of Science,
Civil Engineering;
Washington State
University

REGISTRATIONS

Engineering Intern:
Washington EIT
No.35122

WAQTC No. 23617

Sampler/Tester:
Aggregate, Asphalt,
Concrete, Embankment
& Base, In-Place
Density
Inspector: Concrete &
Structures, Contract
Administration,
Earthwork & Base,
Surface Treatment &
Plant Mix Pavement,
Traffic Construction
Inspection

AHERA Certified
Building Inspector No.
B120190221-01

EXPERTISE FOR YOUR PROJECT

- Jen has experience with infrastructure inventory and assessment including multiple transportation plans and water system evaluations using WaterCAD.

RELEVANT PROJECT EXPERIENCE

- Water System Improvements, Palouse, Washington | Project Engineer
- Sunnyside Reservoir, Pump Station, and Distribution Improvements, Pomeroy, Washington | Project Engineer, Inspector
- Safewalk Improvements, College Place, Washington | Project Engineer
- Clearwater Highway District Transportation Plan, Clearwater County, Idaho | Design Engineer
- 6th Street Bridge, Pomeroy, Washington | Project Engineer, Inspector
- LHTAC Guardrail Improvements, Lewiston, Idaho | Inspector
- Pedestrian Ramp Improvements, Lewiston, Idaho | Design Engineer, Inspector
- Mission Creek to Webb Road Passing Lane, Idaho Transportation Department | Design Engineer
- Peasley Creek Culvert Replacement, Idaho Transportation Department | Project Engineer
- Transportation Plan, Culdesac, Idaho | Project Engineer
- US 12 Valley View Turnbay, Idaho Transportation Department | Project Engineer
- City of Stites Preliminary Engineering Report, Stites, Idaho | Project Engineer
- NICI Water Supply Lines, Cottonwood, Idaho | Project Engineer
- City of Belgrade Water Master Plan, Belgrade, Montana | Project Engineer

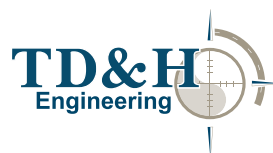


Valencia Park Subdivision
Twin Falls, Idaho

Your Engineering Experts Since 1965

*Offering a wide range of engineering services
throughout Idaho, Montana,
North Dakota, Pennsylvania, and Washington.*

210 Main Street
Lewiston, ID 83501
(208) 746-0938
tdhengineering.com



City of College Place, Washington
RESOLUTION NO. 20-033

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON IN SUPPORT OF A FUNDING APPLICATION FOR THE 12th STREET-PHASE 1 PROJECT TRANSPORTATION IMPROVEMENT BOARD (TIB) APPLICATION.

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 has an opportunity to compete for funds under TIB's Urban Arterial Program (UAP) to reconstruct 12th Street from College Avenue to Larch; and

Whereas, this project is in the City's 2021 – 2026 Six Year Transportation Plan; and

Whereas, the City has not yet been awarded any funds for construction of this project; and

Whereas, the City Council supports construction of this project;

Now therefore, the City Council of the City of College Place does hereby resolve:

Section 1: That the City supports application for funding for the 12th Street-Phase 1 Project; and

Section 2: That the Mayor is authorized to certify funding for the local match for the 12 Street-Phase 1 Project and does hereby certify such funding by passage of this resolution.

Section 3: 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.

Section 4: Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this resolution.

Section 5: 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 August, 2020.

Attest:

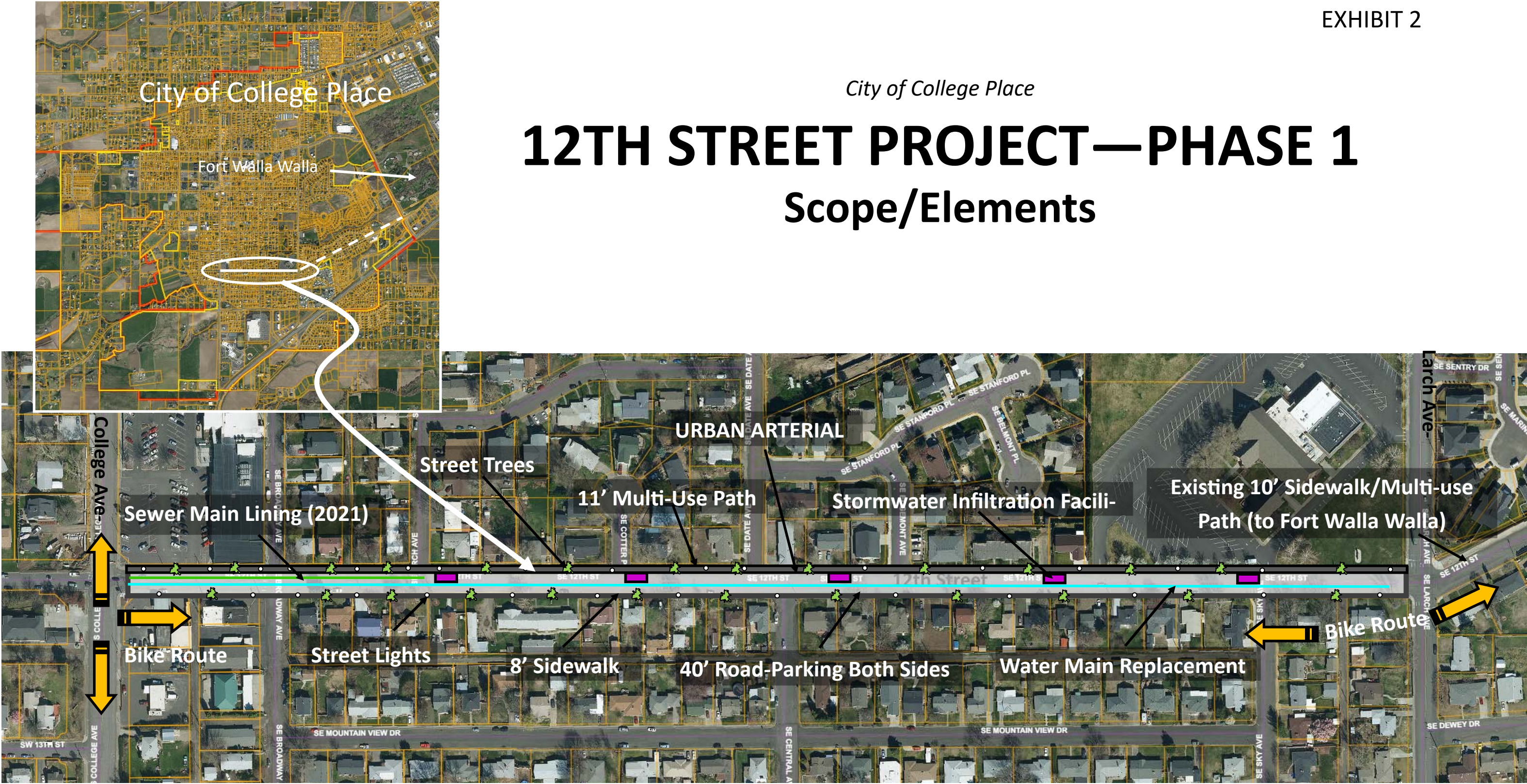
Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

City of College Place

12TH STREET PROJECT—PHASE 1

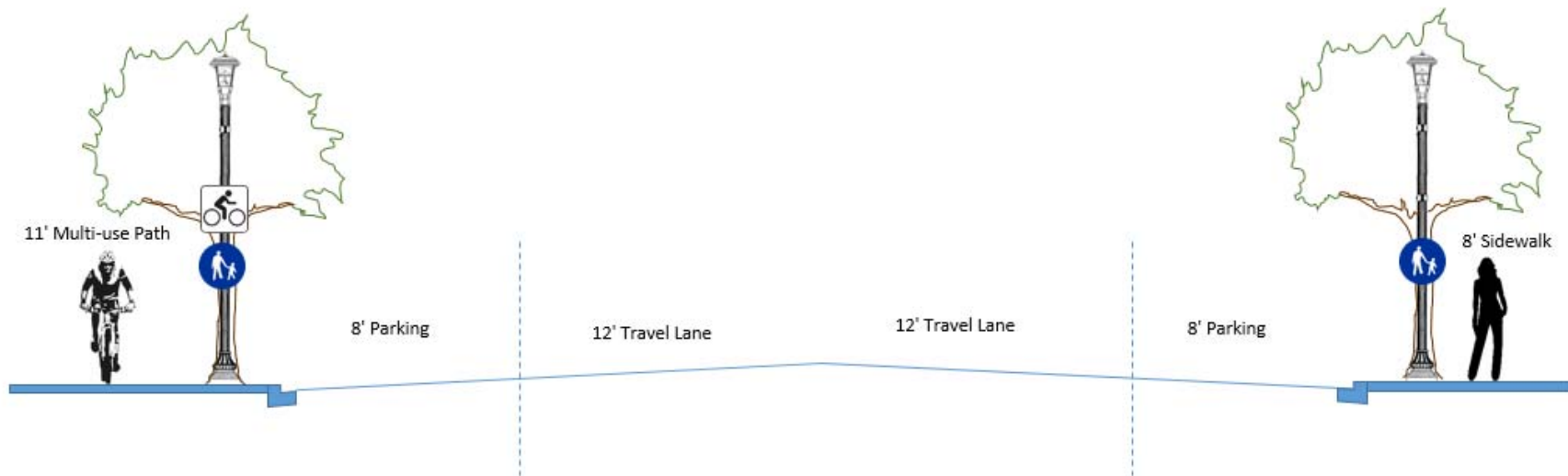
Scope/Elements



Not to Scale.

12TH STREET PROJECT—PHASE 1

Road Section



Not to Scale.

EXHIBIT 4

12th Street - Phase 1

PRELIMINARY PROJECT ESTIMATE

Updated: 8/6/2020

SUMMARY

	Engineering	Right-of-way	Const. Engineering	Construction	Total
Streets	\$296,410.20	\$175,806	\$247,009	\$2,470,085	\$3,189,310
Stormwater	\$55,103.40		\$45,920	\$459,195	\$560,218
Water	\$50,222.01		\$41,852	\$418,517	\$510,590
Wastewater	\$12,015.48		\$10,013	\$100,129	\$122,157
Conduit	\$6,300.25		\$5,250	\$52,502	\$64,053
Total	\$420,051	\$175,806	\$350,043	\$3,500,428	\$4,446,328
TIB	\$309,371	\$154,729	\$257,809	\$2,578,091	\$3,300,000
Local	\$110,680	\$21,077	\$92,234	\$922,337	\$1,146,328
Total	\$420,051	\$175,806	\$350,043	\$3,500,428	\$4,446,328

TIB SUMMARY

		\$3,300,000.00	
PHASE	Total Cost	TIB Funds	Local Funds
Design Engineering	\$351,514	\$309,371	\$42,143
Right of Way	\$175,806	\$154,729	\$21,077
Construction Engineering	\$292,928	\$257,809	\$35,119
Construction Other	\$0.00	\$0	\$0
Construction Contract	\$2,929,280	\$2,578,091	\$351,189
Total	\$3,749,528	\$3,300,000	\$449,528
Non-eligible Engineering			\$0.00
Other Non-eligible			\$36,596 Landscaping
Total Eligible			\$3,712,932
TIB Matching Ratio			88.88%
Full Project Ratio			88.01%

City of College Place

12th Street Project

PRELIMINARY COST ESTIMATE

Schedule A-STREETS						
Item No.	Description	Unit	Calculations	Quantity	Unit Price	Combined Total
DIVISION 1 GENERAL						
1	Mobilization	LS		1	\$ 107,769.17	\$ 107,800
2	Minor Change	CALC		1	\$ 1,110.21	\$ 1,100
3	Roadway Surveying	LS		1	\$ 23,844.69	\$ 23,800
4	Licensed Surveying	EST		1	\$ 57,731.10	\$ 57,700
6	SPCC Plan	LS		1	\$ 85.19	\$ 100
7	Project temporary Traffic Control	LS		1	\$ 23,085.87	\$ 23,100
8	Traffic Control Supervisor	LS		1	\$ 2,844.96	\$ 2,800
9	Flaggers	HR		1440	\$ 60.32	\$ 86,900
10	Construction Signs Class A	SF		719	\$ 25.04	\$ 18,000
DIVISION 2 EARTHWORK						
11	Clearing and Grubbing	LS		1	\$ 17,635.61	\$ 17,600
12	Roadside Cleanup	EST		1	\$ 5,551.07	\$ 5,600
13	Removal of Structures and Obstruction	LS		1	\$ 44,174.58	\$ 44,200
14	Roadway Excavation Incl Haul	CY		5,050	\$ 19.00	\$ 95,900
15	Common Borrow Incl Haul	CY		35	\$ 50.07	\$ 1,800
DIVISION 4 BASES						
16	Crushed Surfacing Base Course	TON	1940.74	2872	\$ 24.69	\$ 70,900

17	Crushed Surfacing Top Course	TON	1908.40	2729	\$ 21.83	\$ 59,600
DIVISION 5 SURFACE TREATMENTS & PAVEMENTS						
18	HMA CL 1/2 In. PG 64-28	TON	1293.83	2652	\$ 111.52	\$ 295,800
19	HMA for Approach CL 1/2. PG 64-28	TON		0	\$ 199.15	\$ -
20	Cement Conc. Pavement for Driveway	SY		622	\$ 79.17	\$ 49,300
DIVISION 8 MISCELLANEOUS CONSTRUCTION						
21	Sod Installation	SY		1,747	\$ 9.40	\$ 16,400
22	Cement Conc. Traffic Curb and Gutter	LF		5,240	\$ 16.02	\$ 83,900
23	Cement Conc. Pedestrian Curb	LF		0	\$ 21.45	\$ -
24	Cement Concrete Sidewalk	SY		5,531	\$ 51.59	\$ 285,400
25	Cement Conc. Curb Ramp	EACH		21	\$ 1,530.86	\$ 32,100
26	Residential Approach	SY		591	\$ 75.39	\$ 44,600
27	Streetlights	EACH		66	\$ 7,663.15	\$ 505,800
28	Street Trees & /Tree Grates	EACH		66	\$ 2,114.21	\$ 139,500
29	Irrigation System	LF		5,240	\$ 3.94	\$ 20,600
30	Permanent Signing	LS		1	\$ 13,769.59	\$ 13,800
31	Paint Line	LF		2,620	\$ 0.69	\$ 1,800
32	Plastic Crosswalk Line	SF		1,680	\$ 10.81	\$ 18,200
33	Plastic Stop Line	LF		88	\$ 18.21	\$ 1,600
34	Reset Monument	EACH		8	\$ 739.69	\$ 5,900
35	Mailbox Support	EACH		10	\$ 1,115.22	\$ 10,700
36	Irrigation System Restoration	EST		1	\$ 5,551.07	\$ 5,600

SUBTOTAL SCHEDULE A

CONSTRUCTION

Contingency (15%)

TOTAL CONSTRUCTION

\$ 2,147,900

\$ 322,185

\$ 2,470,085

5% TIB Landscaping Check

Total Landscaping

Percent of Total Project Cost

Eligible

Non-Eligible

\$ 160,100

6%

\$123,504

\$ 36,596

Schedule B-STORMWATER						
Item No.	Description	Unit		Quantity	Unit Price	Combined Total
37	Trench Safety System	LF		3358	\$ 1.42	\$ 4,800
38	Removal and Replacement unsuitable material	CY		300	\$ 31.29	\$ 9,400
39	Infiltration Galleries	CALC		1	\$ 361,754.19	\$ 361,800
40	ESC Lead	DAY		30	\$ 10.65	\$ 300
41	Compost Sock	LF		2620	\$ 4.96	\$ 13,000
42	Stabilized Construction Entrance	SY		400	\$ 14.23	\$ 5,700
43	Inlet Protection	EACH		60	\$ 71.94	\$ 4,300

SUBTOTAL SCHEDULE B

CONSTRUCTION

Contingency (15%)

TOTAL CONSTRUCTION

\$ 399,300

\$ 59,895

\$ 459,195

Schedule C-WATER						
Item No.	Description	Unit		Quantity	Unit Price	Combined Total
44	Ductile Iron Pipe for Water Main, 6 IN. Dia.	LF		0	\$ 39.59	\$ -
45	Ductile Iron Pipe for Water Main, 8 IN. Dia.	LF		2620	\$ 59.41	\$ 155,600
46	Ductile Iron Pipe for Water Main, 12 IN. Dia.	LF		0	\$ 67.62	\$ -
47	Connect to Existing Water Main	EACH		12	\$ 1,713.78	\$ 20,600
48	Blowoff Assembly	EACH		0	\$ 2,593.38	\$ -
49	Gate Valve 6 IN.	EACH		7	\$ 1,203.79	\$ 8,400
50	Gate Valve 8 IN.	EACH		21	\$ 1,476.47	\$ 31,000
51	Butterfly Valve 12 IN.	EACH		0	\$ 1,985.51	\$ -
52	Adjust Valve Box	EACH		12	\$ 657.52	\$ 7,900

53	Hydrant Assembly	EACH		6	\$ 3,517.99	\$ 21,100
54	Service Connection, 1 IN. Dia.	EACH		50	\$ 1,750.52	\$ 87,500
55	Service Connection, 2 IN. Dia.	EACH		1	\$ 2,663.01	\$ 2,700
SUBTOTAL SCHEDULE C					CONSTRUCTION	\$ 334,800
					Contingency (15%)	\$ 50,220
					TOTAL CONSTRUCTION	\$ 385,020
					Sales Tax	8.70% \$ 33,497
					TOTAL	\$ 418,517

Schedule D-WASTEWATER						
Item No.	Description	Unit		Quantity	Unit Price	Combined Total
56	Manhole 48 IN. Dia.	EACH		3	\$ 2,647.15	\$ 7,900
57	Modified Manhole 48 IN. Dia.	EACH		0	\$ 3,149.34	\$ -
58	Modified Inside Drop Manhole 60 IN. Dia.	EACH		0	\$ 4,861.14	\$ -
59	Trench Safety System	LF		3158	\$ 1.62	\$ 5,100
60	Plugging Existing Pipe	EACH		11	\$ 71.54	\$ 800
61	Connection to Extg Sanitary Structure	EACH		1	\$ 1,149.66	\$ 1,100
62	Connection to Extg Sanitary Pipe	EACH		4	\$ 703.21	\$ 2,800
63	PVC Sanitary Sewer Pipe, 4 IN. Dia.	LF		330	\$ 89.25	\$ 29,500
64	PVC Sanitary Sewer Pipe, 8 IN. Dia.	LF		445	\$ 50.94	\$ 22,700
65	PVC Sanitary Sewer Pipe, 10 IN. Dia.	LF		0	\$ 51.15	\$ -
66	PVC Sanitary Sewer Pipe, 12 IN. Dia.	LF		0	\$ 53.17	\$ -
67	Removal and Replacement of Unsuitable Material	CY		243	\$ 42.02	\$ 10,200
SUBTOTAL SCHEDULE D					CONSTRUCTION	\$ 80,100
					Contingency (15%)	\$ 12,015
					TOTAL CONSTRUCTION	\$ 92,115
					Sales Tax	8.70% \$ 8,014
					TOTAL	\$ 100,129

Schedule E-MISC						
Item No.	Description	Unit		Quantity	Unit Price	Combined Total
68	Conduit Pipe, 4-IN. Dia.	LF		2,620	\$ 16.04	\$ 42,000
SUBTOTAL SCHEDULE E					CONSTRUCTION	\$ 42,000
					Contingency (15%)	\$ 6,300
					TOTAL CONSTRUCTION	\$ 48,300
					Sales Tax	8.70% \$ 4,202
					TOTAL	\$ 52,502

Robert Gordon, City Engineer -- PE (C35496)

Date

EXHIBIT 1

July 29, 2020



Robert Gordon
City of College Place
625 S. College Avenue
College Place, WA 99324-1516
rgordon@cpwa.us

RE: Loan Contract Number: DWL24934

Dear Robert Gordon;

Enclosed is the Drinking Water State Revolving Fund Loan Contract Number identified above for your signature. The Loan Contract details the terms and conditions that will govern the agreement between us, which includes the project's Scope of Work as a formal attachment. Failure to return the contracts within 60 calendar days of the date of this letter may result in your loan offer being withdrawn.

Review, print and sign the document. Once signatures are obtained, scan and return by email to dohcon.mgmt@doh.wa.gov or print and sign a hard copy, and return the originals to us for full execution.

Please note that the U.S. Environmental Protection Agency is the funding source for this program and the Catalog of Federal Domestic Assistance (CFDA) number is 66.468. Consequently, the loan funds are federal and subject to both state and federal requirements.

A non-refundable one-percent loan administration fee will be collected at contract execution (If applicable), including any subsequent amendments where funds are added. The loan amount may be modified to include an amount sufficient to cover the one-percent loan administration fee. In most cases, the fee will be collected in full at contract execution. Please review the terms and conditions of the Loan Contract and all attachments carefully for details.

A requirement of the DWSRF program is that you must maintain updated project records and yearly renewal of your registration in the System for Award Management at www.sam.gov.

Another requirement of the DWSRF program is that all entities are required to verify that the federal government has not suspended or debarred them from receiving federal funds. This includes, but is not limited to, project contractors, subcontractors, engineers, architects, consultants, and equipment vendors. The Exclusion Report can be accessed at www.sam.gov. Failure to provide this required certification may result in termination of your loan contract.

After the Loan Contracts have been signed by the Department or its designee, one fully executed original will be returned to you for your files. Instructions for drawing the loan funds will be returned to you with the executed Loan Contract, as well as the necessary forms. The Loan Contract specifies that draws may be made for costs that have been incurred within the contract period of performance, and which have supporting documentation such as receipts or bills.

We are looking forward to working with you over the course of this project. If you have any questions about this Loan Contract, please contact me.

Sincerely,

Dennis Hewitt
DOH Contract Manager
360-236-3017
dennis.hewitt@doh.wa.gov

Enclosures:

ATTACHMENT I: SCOPE OF WORK (PROJECT)
ATTACHMENT II: ATTORNEY'S CERTIFICATION
ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS
ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Washington State Department of Health

DWSRF Municipal Loan Boilerplate

May 2018

Version History		
Date	Revision(s)	Version
05-15-2018	Original - developed via a team of the DWSRF Grant and Loan Unit Supervisor, the DOH Office of Drinking Water Finance Director, the DOH Office of Contracts and Procurement Technical and Policy Advisor, and DOH's Financial Services Assistant Attorney General.	1

1. CONTRACT FACE SHEET

2019 Loan Number: DWL24934
Washington State Department of Health (DOH)
Drinking Water State Revolving Fund (DWSRF)
Municipal

1. Borrower City of College Place 625 S. College Avenue College Place, WA 99324-1516		2. Borrower Doing Business As (optional)	
3. Borrower Type Construction Loan		4. Borrower's Statutory Authority	
5. Borrower Contract Manager Information Robert Gordon 509-394-8525 rgordon@cpwa.us		6. DOH Contract Manager Dennis Hewitt P.O. Box 47822 Olympia, WA 98504-7822 360-236-3017 dennis.hewitt@doh.wa.gov	
7. Project Name Christ Community Fellowship (CCF) Water System Consolidation			
8. Loan Amount: \$1,756,391.00 Loan Fee: \$0.00 Interest Rate: 1.25%	9. Funding Source Federal: ☒ State: ☒ Other: ☐	10. Start Date DOE	11. End Date October 1, 2044
12. Federal Funding Agency Environmental Protection Agency Catalogue of Federal Assistance (CFDA) Number 66.468			
13. Borrower Tax ID # 02-7416270	14. SWV # 0028965-00	15. Borrower UBI # 369000564000	16. Borrower DUNS # 027416270
17. Contract Purpose DOH and the party identified above as Borrower, hereafter referred to as BORROWER, have entered into this contract to fund the project identified above that furthers the goals and objectives of the DOH DWSRF Program. The project will be done by the BORROWER as described in the scope of work and this contract. The rights and obligations of the parties are governed by this contract and the following documents incorporated by reference: General Terms and Conditions including Declarations; Attachment I: Scope of Work (Project); Attachment II Attorney's Certification; Attachment III: Federal and State Requirements; Attachment IV: Disadvantaged Business Enterprise Requirements; Attachment V: Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Attachment VI: DWSRF Eligible Project Costs; and Attachment VII: Labor Standard Provisions for Subrecipients that are Governmental Entities. By the signature below, the parties acknowledge and accept the terms of this contract.			
FOR CONTRACTOR SIGNATURE AND DATE		FOR DOH SIGNATURE and DATE	
NAME and TITLE		NAME and TITLE	
		APPROVED AS TO FORM ONLY Mark Calkins, AAG Signature on File	

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3.4.	LOAN INFORMATION
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ATTACHMENT I	SCOPE OF WORK (PROJECT)
ATTACHMENT II	ATTORNEY'S CERTIFICATION
ATTACHMENT III	FEDERAL AND STATE REQUIREMENTS
ATTACHMENT IV	DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS
ATTACHMENT V	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT VI	DWSRF ELIGIBLE PROJECT COSTS
ATTACHMENT VII	LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

3. DECLARATIONS

3.1. BORROWER INFORMATION

Legal Name:	City of College Place
Loan Number:	DWL24934
Award Year:	2019
State Wide Vendor Number:	0028965-00

3.2. PROJECT INFORMATION (PROJECT)

Project Title:	Christ Community Fellowship (CCF) Water System Consolidation
Project Location (City or County):	Walla Walla
Project State:	Washington
Project Zip Code:	99632-7005

Project Scope of Work (PROJECT): Attachment I, attached hereto and incorporated by reference.

3.3. CONTRACT COMMUNICATION

Communications regarding Contract performance is delegated by each party to its Contract Manager. Either party may change its Contract Manager by express notice to the other party. Either party may identify on an as needed basis an alternate Contract Manager to serve during the stated temporary absence of its primary Contract Manager. Notices between the parties regarding Contract performance must be provided by written communication to the other party's Contract Manager. Written communication includes email but not voice mail. Notices are presumed received by the other party's Contract Manager upon evidence of delivery between the hours of 8:00 am to 5:00 pm except for state holidays and weekends.

3.4. LOAN INFORMATION

Loan Amount:	\$1,756,391.00
Loan Fee (Included in loan amount if applicable):	\$0.00
Principal Loan Forgiveness %:	100.00%
Loan Term:	24 years
Interest Rate:	1.25%
Payment Month(s):	October 1 st Annually
Earliest Date for Construction Reimbursement:	12 months prior to contract execution
Time of Performance:	48 months from Contract start date (date of last signature) to Project Completion date.

Notice to Proceed:	18 months from Contract start date (date of last signature)
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3.5. FUNDING INFORMATION

Total Funds from BORROWER:	To be determined
Source(s) of Funds from Borrower, with assigned amounts per source:	To be determined
Total State Funds:	To be determined
Total Amount of Federal Award (as applicable):	To be determined
Total Amount of Loan:	\$1,756,391.00
Federal Award Date:	To be determined
Federal Award ID # (FAIN):	To be determined
Amount of Federal Funds Obligated by this Action:	To be determined

3.6. SPECIAL TERMS AND CONDITIONS

N/A

4. GENERAL TERMS AND CONDITIONS

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

4.1. AUTHORITY

Acting under the authority of Section 1452 of the Safe Drinking Water Act (SDWA) Section 130, RCW 39.34, RCW 43.70.040, and RCW 70.119A.170 the Washington State Department of Health (DOH) has awarded BORROWER a Drinking Water State Revolving Fund Loan (LOAN) for the project identified in the Declarations (PROJECT). Under this CONTRACT, BORROWER is a sub-recipient of funds provided by the United States Environmental Protection Agency (EPA), CFDA Number 66.468, Safe Drinking Water State Revolving Fund.

In some CONTRACT attachments, DOH is referred to as “Lender” and BORROWER is referred to as “Contractor.”

4.2. FULL AGREEMENT

This CONTRACT contains the full agreement of the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT exists.

4.3. ORDER OF PRECEDENCE

In the event of an inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: The order of precedence for terms and conditions under categories B and C is subject to the proviso that when a contract term or condition appears in more than one contract document, the more specific contract term or condition shall control if the different contract provisions cannot be harmonized.

- A. Applicable local, state, and federal statutes and regulations
- B. Contract amendments
- C. The Contract (in this order)
 - Declarations and Special Terms and Conditions
 - General Terms and Conditions
 - Attachments I – VII

4.4. LOAN AMOUNT

DOH, using funds from the Drinking Water Assistance Account, will loan BORROWER a sum not to exceed the amount shown as LOAN AMOUNT in the Declarations. The LOAN AMOUNT shall not exceed one hundred percent (100%) of the actual eligible PROJECT costs.

4.5. LOAN FEE

If DOH assessed a LOAN FEE, it is shown in the Declarations as LOAN FEE and included in the total LOAN AMOUNT. The fee (if applicable) is one percent (1%) of the loan request and will not be reduced, regardless of the final LOAN AMOUNT at PROJECT completion. If the LOAN FEE applies and the total LOAN AMOUNT is increased by amendment, DOH will assess an additional LOAN FEE equal to one percent (1%) of the additional LOAN AMOUNT. LOAN FEES are non-refundable.

4.6. LOAN TERM

Unless changed by an amendment, the LOAN TERM will not exceed the period of time shown in the Declarations. The repayment period for DOH subsidized loans is twenty-four (24) years from this CONTRACT's start date. The repayment period for non-DOH subsidized loans is twenty (20) years from this CONTRACT's start date.

4.7. INTEREST RATE

The interest rate is stated in the Declarations. Interest is per annum on the outstanding principal balance and starts to accrue from the date DOH releases LOAN FUNDS to BORROWER. If BORROWER completes the PROJECT within twenty-four (24) months of the CONTRACT start date, DOH will reduce the LOAN INTEREST to one percent

(1%) at PROJECT completion. The reduced interest rate will apply to the remaining payments beginning from the date DOH approves the BORROWER's Project Completion Report.

4.8. LOAN FORGIVENESS

If the LOAN qualifies for LOAN Forgiveness, the percent of the LOAN balance that DOH will forgive at PROJECT completion is stated in the Declarations. DOH calculates the amount forgiven when DOH approves the BORROWER's Project Completion Report. The amount forgiven will be based on either the LOAN AMOUNT or BORROWER's ELIGIBLE PROJECT COSTS, whichever is less, and accrued interest.

4.9. RELEASE OF LOAN FUNDS AND REQUIRED DOCUMENTATION

DOH will release LOAN funds to BORROWER to reimburse BORROWER for eligible PROJECT costs. To request reimbursement, BORROWER must submit a signed and completed invoice using a form provided by DOH. The invoice must reference the PROJECT activity performed, and include supporting documentation such as bills, invoices, receipts, and documentation of compliance with CONTRACT requirements as requested by DOH. The invoice must be signed by an official of BORROWER with authority to bind BORROWER.

Invoices must also include a report of the progress made since the last invoice, and the PROJECT status to date. DOH will not release funds until the PROJECT status report and documentation are approved by DOH. Approval will not be unreasonably withheld or delayed. After approving the invoice, documentation, and PROJECT status report, DOH will release funds to BORROWER within thirty (30) days, if BORROWER is not in alleged or actual breach of CONTRACT.

DOH will withhold ten percent (10%) of LOAN funds until DOH confirms that BORROWER has successfully completed all steps for PROJECT COMPLETION. The 10% holdback will be available to BORROWER as part of the last LOAN disbursement.

4.10. TIME OF PERFORMANCE

BORROWER will begin the activities in the PROJECT within thirty (30) calendar days of the CONTRACT start date. BORROWER will issue a 'Notice to Proceed', after the formal award of a construction contract, within eighteen (18) months of the CONTRACT start date.

BORROWER must reach PROJECT COMPLETION within the TIME OF PERFORMANCE. If there are extenuating circumstances, BORROWER may request, in writing, at least ninety (90) calendar days prior to the PROJECT COMPLETION that DOH extend the deadline for PROJECT COMPLETION. At its discretion, DOH may issue an extension. DOH's decision is final and not subject to the dispute clause.

If BORROWER does not meet the requirements of this section, it is a breach of CONTRACT, and DOH may terminate or suspend this CONTRACT.

4.11. PROJECT COMPLETION AMENDMENT AND THE PROJECT COMPLETION REPORT

The PROJECT Completion Amendment determines the final LOAN AMOUNT and LOAN TERM. When activities in the PROJECT are complete, BORROWER will start the process for the PROJECT Completion Amendment by sending DOH the PROJECT Completion Report. In the PROJECT Completion Report, BORROWER will provide the following information to DOH:

- A. A statement of the actual dollar amount spent, from all fund sources, to complete the PROJECT.
- B. A statement that all ELIGIBLE PROJECT COSTS have been incurred. Costs are incurred when goods and services are received and/or contracted work is performed.
- C. Evidence showing BORROWER'S compliance with financial the audit requirements of this CONTRACT.
- D. An invoice for the remaining ELIGIBLE PROJECT COSTS.
- E. Documentation of BORROWER's compliance with National Historic Preservation Act, 54 USC Subtitle III.

4.12. LOAN PAYMENTS

BORROWER must begin repaying the LOAN no later than one (1) year after the CONTRACT start date. Payments are due on the first day of the month(s) shown as the PAYMENT MONTH(S) in the Declarations. The first payment is only the interest accrued at that time. All other payments are principal and interest accrued up to the PAYMENT MONTH(S).

BORROWER can repay in full the LOAN balance, including fees and repayment of LOAN FUNDS for ineligible project costs (if any), at any time or make accelerated payments without penalty. The final payment must be on or before the end of the LOAN TERM.

4.13. LOAN DEFAULT

DOH must receive BORROWER'S payment within thirty (30) calendar days of the due date. Late payments are delinquent and assessed a monthly penalty on the first (1st) day past the due date. The penalty is one percent (1%) of the late payment amount per month. Penalty and fees accrue interest at the rate stated as LOAN INTEREST in the Declarations.

DOH may notify any other entity, creditors, or potential creditors of BORROWER's delinquency. BORROWER is responsible for all attorney fees and costs incurred by DOH in any action taken to enforce its rights under this section, including in any alternative dispute resolution proceeding.

4.14. LOAN SECURITY

LOAN Security is only required if identified in the Declarations. In its sole discretion and if allowed under the EPA regulations relevant to this Contract, DOH may subordinate its LOAN security to Borrower's obligations under existing or future bonds and notes. Nothing in this section releases BORROWER from the obligation to make LOAN PAYMENTS when due, and to adjust rates, fees, or surcharges as necessary to meet its obligations under this CONTRACT.

4.15. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

Amendments, modifications, assignments, and waivers to any of the terms of this CONTRACT supersede, if applicable, those terms as found in the original CONTRACT, and are not binding unless they are in writing and signed by representatives authorized to bind each of the parties. Only the authorized representative or their designee has the express, implied, or apparent authority to alter, amend, assign, modify, or waive any terms of this CONTRACT.

Neither this CONTRACT nor any claim arising under it may be transferred or assigned by BORROWER without DOH's prior written consent. During the LOAN TERM, DOH must approve in advance, any change in ownership of the water system(s) improved with LOAN FUNDS. DOH may require the LOAN, including fees and ineligible project costs (if any), be paid in full as a condition of approval.

Nothing in this CONTRACT may be waived unless approved by DOH in writing. No waiver of any default or breach is implied from any failure to take action upon such default or breach if the default of breach persists or repeats. Waiver of any default or breach is not a waiver of any subsequent default or breach.

4.16. AMERICAN IRON AND STEEL

None of the LOAN funds can be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used are produced in the United States. "Iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

DOH may waive this requirement if:

- A. Compliance would be inconsistent with the public interest; or
- B. The particular iron and steel products are not produced in the United States in sufficient and reasonably available quantities and are not of a satisfactory quality; or

- C. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than twenty-five (25) percent; and
- D. The waiver is approved by the Environmental Protection Agency (EPA).

BORROWER must submit the waiver request to DOH, which will submit it to EPA. The full text of the American Iron and Steel requirements can be found in H.R. 3547, Consolidated Appropriations Act, 2014, P.L. 113-76, SEC. 436.

4.17. ATTORNEYS' FEES

Unless expressly stated under another section of the CONTRACT, each party agrees to bear its own attorneys' fees and costs for litigation or other action brought to enforce the contract terms.

4.18. BONUS AND COMMISSION PAYMENTS NOT ALLOWED

Funds provided under this CONTRACT cannot be used to pay any bonus or commission to gain approval of the loan application or any other approval under this CONTRACT. This section does not prohibit paying for bona fide technical consultants, managerial, or other such services, if payment is for ELIGIBLE PROJECT COSTS.

4.19. COMPLIANCE

BORROWER will comply with all applicable federal, state and local laws, requirements, and ordinances for the design, implementation, and administration of the PROJECT and this CONTRACT, including but not limited to those stated in the CONTRACT attachments. BORROWER will provide DOH with documentation of compliance, if requested.

In the event of BORROWER's alleged or actual noncompliance with any part of this CONTRACT, DOH may suspend all or part of the CONTRACT, withhold payments, or prohibit BORROWER from incurring additional obligations of LOAN FUNDS during the investigation and pending corrective action by BORROWER, or a decision by DOH to terminate the CONTRACT.

4.20. DISPUTES

Except as otherwise provided in this CONTRACT, when a dispute arises between the parties that cannot be solved by direct negotiation, either party may request a dispute hearing with the Director of the Office of Drinking Water (the Director), who may designate a neutral person to decide the dispute. The parties will be equally responsible for any reasonable costs and fees incurred by the neutral.

The party requesting a dispute hearing must:

- A. Be in writing;
- B. State the disputed issues;
- C. State the relative positions of the parties;
- D. State BORROWER's name, address, and the CONTRACT number;
- E. Provide contact information for the requester's representative, and,
- F. Be mailed to the other party's (respondent's) Contract Manager within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent must send a written answer within five (5) working days.

In the alternative, the parties can agree to submit a mutual request to the Director, which should include each party's response to the other party's characterization of the dispute.

The Director or designee will review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties. The decision on the dispute is non-binding and is not admissible in any succeeding judicial or quasi-judicial proceeding.

This non-binding dispute process must precede any action in a judicial or quasi-judicial tribunal. Nothing in this CONTRACT limits the parties from using any mutually acceptable alternate dispute resolution (ADR) method in addition to or instead of the dispute hearing procedure outlined above.

4.21. ELIGIBLE PROJECT COSTS

BORROWER will comply with Attachment VI: DWSRF Eligible Project Costs and is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

The purchase of any land necessary for the PROJECT must be included in the PROJECT and be documented with an appraisal or equivalent market evaluation, if approved by DOH, and a valid purchase and sale agreement.

Construction expenses incurred after the date shown as earliest date for construction reimbursement in the Declarations are eligible for reimbursement. Requests for reimbursements for costs related to construction activities will not be accepted until BORROWER has met the following conditions:

- A. Completed the State Environmental Review Process (SEPA Review under RCW 43.21C);
- B. Complied with all provisions of the National Historic Preservation Act, 54 USC Subtitle III;
- C. Complied with Prevailing Wage requirements;
- D. Received approval from DOH of the project report and related construction documents for all applicable activities described in the PROJECT; and
- E. Complied with any other LOAN conditions required by DOH.

BORROWER cannot use LOAN FUNDS for any expenses charged by BORROWER against any other contract, subcontract, or source of funds.

If DOH reimburses BORROWER for costs that are later determined by DOH to be ineligible, BORROWER must repay these funds to DOH no later than when the BORROWER returns the PROJECT Completion Amendment to DOH. Prior to final completion, DOH may withhold payment for such costs as allowed under Section 4.36 RECAPTURE. Repayment is subject to interest retroactive to the date of the applicable disbursement by DOH.

4.22. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

BORROWER warrants that they have not and will not submit to DOH any information that is materially false, incorrect, or incomplete. Providing false, fictitious, or misleading information with respect to the receipt and disbursements of LOAN funds is a basis for criminal, civil, or administrative fines and/or penalties. DOH may also pursue applicable remedies for violations by BORROWER of this section.

4.23. FINANCIAL AUDIT

DOH may require BORROWER to obtain an audit of this PROJECT conforming to Generally Accepted Accounting Principles (GAAP). BORROWER will maintain its records and accounts to facilitate the audit. BORROWER is responsible for correcting any audit findings. BORROWER is responsible for any audit findings incurred by its own organization and/or its subcontractors. DOH reserves the right to recover from BORROWER all disallowed costs and INELIGIBLE PROJECT COSTS resulting from the audit.

The audit must include a report on compliance, including an opinion (or disclaimer of opinion) about whether the BORROWER is in compliance with laws, regulations and requirements of this CONTRACT that could have a direct and material effect on DOH.

BORROWER must send a copy of any required audit per 2 CFR §200.512 to the DOH Contract Manager, no later than nine (9) months after the end of BORROWER's fiscal year(s). BORROWER must send any audit corrective action plan for audit findings and a copy of the management letter, within three (3) months of the audit report.

4.24. GOVERNING LAW AND VENUE

This CONTRACT shall be construed and interpreted according to the laws of the state of Washington, and the venue of any action brought under the CONTRACT will be in the Superior Court for Thurston County.

4.25. HISTORICAL AND CULTURAL REQUIREMENTS

BORROWER will not conduct or authorize destructive PROJECT planning activities before completing the requirements of the National Historic Preservation Act, 54 USC Subtitle III. BORROWER will not begin construction

activities, ground disturbance, or excavation of any sort, until BORROWER has complied with all requirements of the National Historic Preservation Act of 1966, as amended.

If historical or cultural artifacts are discovered during the PROJECT, BORROWER will immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance, take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site, and notify the concerned tribe's cultural staff or committee, Tribal Historical Preservation Officer (THPO), DOH Contract Manager, and the State's Historical Preservation Officer (SHPO) at the Washington State Department of Archaeology and Historic Preservation (DAHP). If human remains are uncovered, BORROWER will report the presence and location of the remains to the local coroner and law enforcement immediately, then contact the concerned tribe's cultural staff or committee, DOH Contract Manager, and DAHP.

BORROWER is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural sites and artifacts and will hold harmless the state of Washington and DOH in relation to any claim related to historical or cultural sites discovered, disturbed, or damaged as a result of BORROWER'S and BORROWER's subcontractors activities.

BORROWER will include the requirements of this section in all contracts for work or services related to the PROJECT. BORROWER will require that bid documents include an inadvertent discovery plan that meets the requirements of this section.

4.26. INDEMNIFICATION

BORROWER agrees to defend, indemnify, and hold harmless DOH and the state of Washington for claims arising out of or incident to BORROWER'S or any BORROWER'S subcontractor's performance or failure to perform the CONTRACT. BORROWER'S obligation to indemnify, defend, and hold harmless DOH and the state of Washington shall not be eliminated or reduced by any actual or alleged concurrent negligence of DOH or its agents, agencies, employees and officials. BORROWER'S obligation to indemnify, defend and hold harmless DOH and the state of Washington includes any claim by BORROWER'S agents, employees, officers, subcontractors or subcontractor employees.

BORROWER waives immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

4.27. INDUSTRIAL INSURANCE COVERAGE

BORROWER will comply with the applicable parts of Title 51 RCW, Industrial Insurance. If BORROWER fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as required by law, DOH may collect from BORROWER the full amount payable to the Industrial Insurance Accident Fund. DOH may deduct the amount owed by BORROWER to the accident fund from the amount payable to BORROWER by DOH under this CONTRACT, and transmit the deducted amount to the Washington State Department of Labor and Industries (L&I).

4.28. LITIGATION

BORROWER warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined against BORROWER, would have a materially adverse effect on BORROWER's ability to repay the LOAN. BORROWER agrees to promptly notify DOH if any above-referenced actions become known to BORROWER during the pendency of the Contract.

4.29. NONDISCRIMINATION

BORROWER will not discriminate on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability in the performance of this CONTRACT. BORROWER will comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination and 42 USC 12101 et seq., the Americans with Disabilities Act (ADA), and 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in US EPA Programs . Failure by BORROWER to carry out these requirements is a material breach of this CONTRACT. BORROWER is required to include these non-discriminatory provisions in any contract with a subcontractor.

4.30. PREVAILING WAGE

BORROWER will assure that all contractors and subcontractors performing work funded through this CONTRACT comply with prevailing wage laws by paying the higher of state or federal prevailing wages. BORROWER is legally and financially responsible for compliance with the prevailing wage requirements. BORROWER should consult the United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid.

4.31. PROCUREMENT

BORROWER will comply with all procurement requirements for subcontracting for the PROJECT and for obtaining PROJECT-related goods and services. BORROWER must maintain records to verify compliance with procurement requirements.

BORROWER must ensure that all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT will insert in full, in any contract, the labor standards provisions in Attachment VIII: Labor Standard Provisions for Subrecipients That Are Governmental Entities.

4.32. PROHIBITION STATEMENT

Per Section 106 of the federal Trafficking Victims Protection Act, BORROWER's contractors, subcontractors, engineers, vendors, and any other entity performing work funded by this CONTRACT must comply with and include the following terms and conditions in all contracts for work or services for the PROJECT.

"All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients' employees."

4.33. PROJECT SIGNS

If BORROWER displays, during the TIME OF PERFORMANCE, any signs or markers identifying parties that are providing funds for the PROJECT, BORROWER must include the Washington State Department of Health Drinking Water State Revolving Fund and the Washington State Department of Health as participants in the PROJECT.

4.34. PUBLICITY

BORROWER agrees to get prior written consent from DOH's Contract Manager before publishing or using any advertising or publicity materials that include Washington State or DOH's name, or includes language that may reasonably infer or imply a connection with either one.

4.35. RATES AND RESERVES

BORROWER will maintain reserves at a minimum as required by the Water System Plan or Small Water System Management Plan. BORROWER will timely adopt rate increases and/or capital assessments for the system's services to provide sufficient funds, along with other revenues of the system, to pay all operating expenses and debt repayments during the LOAN TERM.

4.36. RECAPTURE

DOH reserves the right to recapture from BORROWER sufficient funds to compensate DOH for BORROWER's noncompliance with any part of this CONTRACT, in addition to any other remedies available under the CONTRACT, at law, or in equity. DOH may withhold LOAN FUNDS from BORROWER to recapture such funds.

4.37. RECORDKEEPING AND ACCESS TO RECORDS

DOH, its agents, and authorized officials of the state and federal governments will have full access and the right to examine, copy, excerpt, or transcribe, at no additional cost and at all reasonable times, any pertinent documents, papers, records, and books of BORROWER and of persons, firms, or organizations with which BORROWER may contract, involving transactions related to this CONTRACT. BORROWER agrees to keep complete records of its compliance with this CONTRACT for a period of six (6) years from the date that the debt to DOH is paid in full. This includes but is not limited to financial reports. If any litigation, claim or audit is started before the expiration of the six (6) year period, BORROWER must keep the records until all litigation, claims or audit findings involving the records have been resolved. These records retention requirements are in addition to the local government records

retention schedules applicable to the BORROWER.

4.38. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

BORROWER must comply with 48 CFR 52.204-7 to register with the System for Awards Management (SAM.gov). BORROWER is responsible for the accuracy and completeness of its data in the SAM database and any liability resulting from the Government or DOH reliance on inaccurate or incomplete data in it. BORROWER must remain registered in the SAM database. BORROWER should annually review its information in SAM to ensure it is accurate and complete.

4.39. SEVERABILITY

If any part of this CONTRACT or part of any document incorporated by reference is found to be invalid, it will not affect the other parts of this CONTRACT that can be given effect without the invalid part.

4.40. SUBCONTRACTING

Prior to awarding contracts and/or subcontracts, BORROWER must verify that the complete names of both the selected contractor and the owner or president are not in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must provide the DOH Contract Manager with a screen printout documenting that neither the firm, the owner or the president are excluded.

BORROWER will ensure that every contract and subcontract awarded for the PROJECT after the CONTRACT start date will bind the parties to follow all applicable terms of this CONTRACT. BORROWER is responsible to DOH for noncompliance by its contractors and/or subcontractors. BORROWER's contracts or subcontracts do not release or reduce the BORROWER's liability to DOH for any breach in the performance of BORROWER's duties. BORROWER's contracts and subcontracts must include a term that the state of Washington and DOH are not liable for claims or damages arising from a contractor and/or subcontractor's performance or lack thereof.

4.41. SURVIVAL

The CONTRACT's terms, conditions, and warranties that by its sense and context are intended to survive the completion of the performance, cancellation or termination of this CONTRACT, shall so survive.

4.42. TERMINATION FOR CAUSE

If DOH concludes that BORROWER has failed to comply with the CONTRACT requirements or has otherwise breached one or more parts of the CONTRACT, DOH may, at its discretion, upon notice to BORROWER, terminate or suspend the CONTRACT and/or its attached agreements in whole or in part.

The notice will be in writing and state the reason(s) for termination or suspension, and the effective date. The effective date will be determined by DOH. The notice will allow BORROWER at least thirty (30) business days to cure the breach, if curable. If the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the LOAN, with any interest accrued and other costs as authorized by the CONTRACT shall be due and payable to DOH.

If DOH terminates this CONTRACT under this section, DOH is liable only for payment required under the terms of this CONTRACT for ELIGIBLE PROJECT COSTS incurred prior to the effective date of termination.

At DOH's discretion, the termination for cause may be deemed a termination for convenience if DOH determines that the default or failure to perform was outside BORROWER's control, fault or negligence. The rights and remedies of DOH provided in this CONTRACT are not exclusive and are in addition to any other rights and remedies provided by law. Nothing in this section affects BORROWER's obligations to immediately repay the unpaid balance of the LOAN as prescribed in the Washington Administrative Code (WAC) 246-296-150.

4.43. TERMINATION OR SUSPENSION FOR CONVENIENCE

If funding or appropriation from state, federal, or other sources is withdrawn, reduced, or limited in any way during the TIME OF PERFORMANCE, DOH may:

- A. Delay or suspend releasing LOAN FUNDS until funding or appropriation are available to DOH; or
- B. Amend the CONTRACT to reflect the new funding limitations and conditions; or
- C. Terminate the CONTRACT and/or its attached agreements, in whole or in part; or
- D. Suspend the CONTRACT and/or its attached agreements, in whole or in part.

If DOH terminates the CONTRACT and/or its attached agreements in whole or in part, under this section, DOH will notify BORROWER's representative in writing of the reason(s) for termination, and the effective date. The effective date will be determined by DOH.

DOH may choose to suspend this CONTRACT and/or its attached agreements in whole or in part, if DOH determines that the funding insufficiency will likely be resolved in time for BORROWER to resume activities prior to the end of the TIME OF PERFORMANCE. DOH will notify BORROWER's representative by facsimile or email of the reason(s) for suspension, and the effective date. DOH will determine the effective date. BORROWER must suspend performance on the effective date of the suspension. During the period of suspension each party must notify the other party's representative of any conditions that may reasonably affect its ability to resume performance.

During the suspension, when DOH determines that the funding insufficiency is resolved, DOH may notify BORROWER's representative of the proposed date to resume performance. BORROWER must respond to DOH's representative in writing, within five (5) business days of DOH sending notice, as to whether it can resume performance on that date or offer an alternative date to resume performance. If BORROWER cannot resume performance or the alternative date is not acceptable to DOH, the parties agree the CONTRACT will be deemed terminated for convenience, retroactive to the original date of suspension.

If DOH terminates or suspends this CONTRACT, DOH is liable only for payment required under the terms of this CONTRACT for eligible project costs incurred prior to the effective date of suspension or termination. Nothing in this section shall affect Contractor's obligations to repay the unpaid balance of the LOAN. Nothing in this section affects BORROWER's obligation to repay the LOAN, including fees and other expenses as allowed by the CONTRACT.

4.44. TERMINATION PROCEDURES

When BORROWER receives Notice of Termination or on the date a suspension is converted to a termination, except as otherwise directed by DOH, BORROWER will:

- A. Stop work under the CONTRACT on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities related to the CONTRACT;
- C. If expressly requested by DOH, assign to DOH any or all of the rights, title, and interest of BORROWER under the orders and subcontracts so terminated, in which case DOH has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by BORROWER to settle such claims must have the prior written approval of DOH; and
- D. Preserve and transfer any materials, CONTRACT deliverables and/or DOH property in BORROWER's possession as directed by DOH.

Upon termination of this CONTRACT, DOH will pay BORROWER for amounts due under the CONTRACT prior to the date of termination unless such payment is precluded under any other provision of this CONTRACT. DOH may withhold any amount due as DOH reasonably determines is necessary to protect DOH against potential loss or liability resulting from the termination. DOH will pay any withheld amount to BORROWER if DOH later determines that loss or liability will not occur.

4.45. WORK HOURS AND SAFETY STANDARDS

If this CONTRACT exceeds \$100,000, BORROWER must comply with the applicable Contract Work Hours and Safety Standards Act (40 USC Chapter 37). These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ATTACHMENT I: SCOPE OF WORK (PROJECT)

Scope of Work:

Project to include:

1. Installation of remaining water main not completed under DWSRF loans DWL23476 (Application #2016-029) and DWL23478 (Application #2017-2241), with a total approximate length of 4,500 feet of 12-inch water main from Taumaron Road or College Avenue to Christ Community Fellowship. Remaining pipe to be installed is to allow looping of water line from Christ Community Fellowship and new well to be placed into service. Costs associated with larger diameter pipe in excess of 8 inches to be borne by the City. Water main costs to include: pipe, boring under highway, valves, hydrants, backfill, bedding, surface restoration, traffic control, and other appurtenances.
2. Decommissioning of Well No 1 owned by College Place.
3. Remaining work on new City well if not completed under DWSRF loans DWL23476 (Application #2016-029) and DWL23478 (Application #2017-2241) to include: drilling of well, casing, pump, electrical, source meter, controls, pump house, telemetry, generator, disinfection, and appurtenances on property owned by Christ Community Fellowship. Well to be completed within Columbia River Basalt Group aquifer. Size of well to be determined by a capacity and hydraulic analysis.
4. Improvement to asset management program to include: purchase of asset management software, acquiring water system asset inventory data, input of data, and development of GIS capabilities for associating assets to physical locations.
5. Consolidation of Christ Community Fellowship (ID #47128B). At the end of this project, Christ Community Fellowship will be served by City of College Place.

In addition to costs of construction, costs may include (but are not limited to): engineering, design, construction inspection, hydrogeologic assessment, cultural and environmental review, permits, public involvement, land acquisition, preparation of bid documents, fees, taxes, legal, administrative, audit, asset management, and water right consolidation. This loan is a continuation of DWSRF loans DWL23476 (Application #2016-029) and DWL23478 (Application ID #2017-2241).

Project Costs by Cost Category:

COST CATEGORY	CURRENT ESTIMATES
Engineering Report (Preliminary Engineering)	\$
Environmental Review	\$
Historical Review/Cultural Review	\$
Land/ROW Acquisition	\$
Permits	\$0
Public Involvement/Information	\$
Bid Documents (Design Engineering)	\$
Construction: Estimated Cost	\$1,716,391
DOH Review/Approval Fees	\$
Contingency: (10% min, 20% max)	\$
Sales or Use Taxes	\$
Service Meters (purchase and installation)	\$
Insurance:	
Audit:	\$
Legal:	

Asset Management	\$40,000
Other:	
TOTAL ESTIMATED PROJECT COSTS (before Loan Fee)	<u>\$1,756,391</u>
Loan Origination Fee	<u>\$0</u>
Total DWSRF Loan Amount	<u>\$1,756,391</u>

Project Funding:

TYPE OF FUNDING	SOURCE	CURRENT STATUS
Grants and Other Non-Matching Funds		
Grant #1		
Grant #2		
Other Grants		\$
New Grants		\$
Total Grants and Other Non-Matching Funds		
Loans		
<i>This Loan Request</i>	DWSRF loan	\$1,756,391
Other Loan #1		
Other Loan #2		
Other Loans		\$
New Loans		\$
Total Loans		\$1,756,391
Local Revenue		
Source #1		\$
Source #2		\$
Other Local Revenue		\$
New Local Revenue		\$
Total Local Revenue		\$
Other Funds		
Other Funds		\$
Other Funds		\$
Total Other Funds		\$
TOTAL PROJECT FUNDING		<u>\$1,756,391</u>

Engineer's Certification:

The term of this loan will be based on an engineer's certification of the expected useful life of the improvements, as stated below, or 20 years, whichever is less. If the jurisdiction prefers the term of its loan to be less than either 20 years or the useful life of the improvements, the preferred loan term should be indicated here: ____ years.

I, _____, licensed engineer, certify that the average expected useful life for the improvements described above is ____ years.

Signed: _____

Name: _____

Date: _____

Telephone: _____

Professional Engineer License Number: _____

ATTACHMENT II: ATTORNEY'S CERTIFICATION

DRINKING WATER STATE REVOLVING FUND (MUNICIPAL)

I, _____, hereby certify:

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of BORROWER identified in the Declarations of the Contract identified above; and

I have also examined any and all documents and records, which are pertinent to the Contract, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. BORROWER is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in its application.
2. BORROWER is empowered to accept the Drinking Water State Revolving Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin BORROWER from repaying the Drinking Water State Revolving Fund loan extended by DOH with respect to such project. BORROWER is not a party to litigation, which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to BORROWER.

Signature of Attorney

Date

Name and BAR Number (WSBA No.)

Address

ATTACHMENT III: FEDERAL AND STATE REQUIREMENTS (NOT ALL INCLUSIVE)

1) Environmental and Cultural Authorities

- a) Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended
- b) Clean Air Act, Public Law 84-159 as amended
- c) Coastal Zone Management Act, Public Law 92-583 as amended
- d) Endangered Species Act, Public Law 93-205 as amended
- e) Environmental Justice, Executive Order 12898
- f) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
- g) Protection of Wetlands, Executive Order 11990
- h) Farmland Protection Policy Act, Public Law 97-98
- i) Fish and Wildlife Coordination Act, Public Law 85-624 as amended
- j) National Historic Preservation Act, 54 USC Subtitle III
- k) Safe Drinking Water Act, Public Law 93-523 as amended
- l) Wild and Scenic Rivers Act, Public Law 90-542 as amended
- m) Washington State Environmental Policy Act, Chapter 43.21C RCW
- n) Native American Graves Protection and Repatriation Act, Archaeological Resources Protection Act, Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

2) Economic and Miscellaneous Authorities

- a) Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372
- b) Procurement Prohibitions under Section 306 of the Clean air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- c) Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended
- d) Debarment and Suspension, Executive Order 12549
- e) H.R. 3547, Consolidated Appropriations Act, 2014.

3) Social Policy Authorities

- a) Age Discrimination Act of 1975, Public Law 94-135
- b) Title VI of the Civil Rights Act of 1964, Public Law 88-352
- c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- d) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)
- e) Equal Employment Opportunity, Executive Order 11246
- f) Disadvantaged Business Enterprise, Public Law 101-549 (the Clean Air Act), and Public Law 102-389 (the Clean Water Act)
- g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
- h) Chapter 49.60 RCW, Washington's Law against Discrimination, and 42 USC 12101 et seq. the Americans with Disabilities Act (ADA).
- i) The Contract Work Hours and Safety Standards Act (40 USC 327-333)-Where applicable.
- j) The Genetic Information Nondiscrimination Act of 2008 (GINA), 42 USC s. 2000ff et seq.

4) State Laws

- a) Chapter 36.70A RCW, Growth Management Act
- b) Chapter 39.80 RCW, Contracts for Architectural and Engineering Services
- c) Chapter 39.12 RCW, Washington State Public Works Act
- d) Chapter 43.20 RCW, State Department of Health of Health
- e) Chapter 43.70 RCW, Department of Health
- f) Chapter 43.155 RCW, Public Works Project
- g) Chapter 70.116 RCW, Public Water Systems Coordination Act of 1977
- h) Chapter 70.119 RCW, Public Water Supply Systems Certification and Regulation of Operations
- i) Chapter 70.119A RCW, Public Water Systems, Penalties & Compliances
- j) Chapter 246-290 WAC, Group A Public Water Systems

- k) Chapter 246-291 WAC, Group B Public Water Systems
- l) Chapter 246-292 WAC, Waterworks Operator Certification Regulations
- m) Chapter 246-293 WAC, Water Systems Coordination Act
- n) Chapter 246-294 WAC, Drinking Water Operating Permits
- o) Chapter 246-295 WAC, Satellite System Management Agencies
- p) Chapter 246-296 WAC Drinking Water State Revolving Fund Loan Program
- q) Chapter 173-160 WAC, Minimum Standards for Construction & Maintenance of Wells
- r) Title 173 WAC, Department of Ecology Rules
- s) Title 40 Part 141 Code of Federal Regulations, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)

ATTACHMENT IV: DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

GENERAL COMPLIANCE, 40 CFR, Part 33

BORROWER must comply with the requirements of Environmental Protection Agency's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under this Contract, contained in 40 CFR, Part 33. BORROWER will use the directory of certified firms available through the Washington State Office of Minority and Women's Business Enterprises to meet the requirements.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of \$250K or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grants under 40 CFR Part 35, Subpart B.
 - There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

BORROWER must accept the fair share objectives/goals stated above and purchase the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, BORROWER will make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

- A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Health.
- F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

BORROWER is required to submit MBE/WBE participation reports to DOH, on a quarterly basis, beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

BORROWER agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BORROWER agrees to require all general contractors to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the PROJECT. These two (2) forms may be obtained from the EPA Office of Small Business Program's website on the internet at <http://www.epa.gov/osbp/grants.htm>.

BORROWER agrees to require all general contractors to complete and submit to BORROWER and Environmental Protection Agency EPA Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period BORROWER receives the award and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a Contractor's MBE/WBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

BORROWER is also required to create and maintain a bidders list if BORROWER of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Section 33.501(b) of the rule is as follows:

A recipient of a Continuing Environmental Program Grant or other annual grant must create and maintain a bidders list. In addition, a recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also must require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. The purpose of a bidders list is to provide the recipient and entities receiving identified loans who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE prime and subcontractors. The list must include all firms that bid or quote on prime contracts or bid or quote on subcontracts under EPA assisted projects, including both MBE/WBEs.

The bidders list must be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant. For entities receiving identified loans, the bidders list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

- (1) Entity's name with point of contact;
- (2) Entity's mailing address, telephone number, and e-mail address;
- (3) The procurement on which the entity bid or quoted, and when; and
- (4) Entity's status as a MBE/WBE¹ or non-MBE/WBE.

The exemption found at § 33.501(c) is as follows:

A recipient of an EPA financial assistance agreement in the amount of \$250,000 or less for any single assistance agreement, or of more than one financial assistance agreement with a combined total of \$250,000 or less in any one fiscal year, is exempt from the paragraph (b) of this section requirement to create and maintain a bidders list. Also, a recipient under the CWSRF, DWSRF, or BCRLF Program is not required to apply the paragraph (b) of this section bidders list requirement of this subpart to an entity receiving an identified loan in an amount of \$250,000 or less, or to an entity receiving more than one identified loan with a combined total of \$250,000 or less in any one fiscal year. This exemption is limited to the paragraph (b) of this section bidders list requirements of this subpart.

¹ Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.

ATTACHMENT V: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS



United States Environmental Protection Agency
Washington, DC 20460

EPA Project Control Number

The terms, "covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded", as used in this attachment, are defined in the rules implementing Executive Order 12549, including 13 CFR § 400.109. You may contact DOH for help getting a copy of these regulations.

BORROWER, defined as the primary participant and its principals, certifies by signing below that to the best of its knowledge and belief they:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year (3) period preceding this CONTRACT, been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses described in this attachment; and,
- D. Have not within a three-year period (3) preceding the signing of this CONTRACT had one or more public transactions (federal, state, or local) terminated for cause or default.

Prior to awarding contracts for the PROJECT, BORROWER must verify that neither the contractor's business name(s) nor the names of its principals are in the Federal Excluded Parties List System for Ineligible Professionals and Debarred Contractors (www.SAM.gov). BORROWER must keep documentation in the PROJECT files and provide a copy to the DOH Contract Manager.

BORROWER will include the language below without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

The lower tier contractor certifies, by signing this CONTRACT that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine or imprisonment for up to 5 years, or both.

Typed or Printed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

☐

I am unable to certify to the above statements. My explanation is attached.

ATTACHMENT VI: DWSRF ELIGIBLE PROJECT COSTS

Must be directly attributable to the project.

1. The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
2. DWSRF loan fees.
3. The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
4. Construction of reservoirs (clear wells) that are part of the treatment process and are collocated with the treatment facility.
5. Construction of distribution reservoirs (finished water).
6. Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
7. Main extensions to connect to safe and reliable sources of drinking water.
8. Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
9. Direct labor including related employee benefits:
 - a. Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering, construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.
 - b. Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
 - F.I.C.A. (Social Security) –employer's share.
 - Retirement benefits.
 - Hospital, health, dental, and other welfare insurance.
 - Life insurance.
 - Industrial and medical insurance.
 - Vacation.
 - Holiday.
 - Sick leave.
 - Military leave and jury duty.Employee benefits must be calculated as a percentage of direct labor dollars. The

computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.

- c. Other than work identified in Number 9.a, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
10. Contract engineering, planning, design, legal, and financial planning services. The Department of Health reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
11. Contract construction work.
12. Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
13. Direct materials and supplies.
14. Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
 - a. Telephone charges.
 - b. Reproduction and photogrammetry costs.
 - c. Video and photography for project documentation.
 - d. Computer usage.
 - e. Printing and advertising.
15. Other project related costs include:
 - Competitive Bidding.
 - Audit.
 - Insurance.
 - Prevailing wages.
 - Attorney fees.
 - Environmental Review.
 - Archaeological Survey.

Water system plan costs are not eligible for reimbursement. Small water system management program and plan amendments costs are eligible for reimbursement.

Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

ATTACHMENT VII: LABOR STANDARD PROVISIONS FOR SUBRECIPIENTS THAT ARE GOVERNMENTAL ENTITIES

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each state which in turn provides subgrants or loans to eligible entities within the state. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact Department of Health. If a State recipient needs guidance, they may obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c) (3) (iv). The subrecipient shall monitor www.wdol.gov on a weekly

basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Borrower and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors

employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually

registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Borrower must comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Borrower and/or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes will be resolved according to the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, Borrower certifies that neither it (nor he or she) nor any person or firm who has an interest in the Borrower's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the

contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a) (6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the Department of Health and to the appropriate DOL Wage and Hour District Office listed at

https://www.dol.gov/whd/WHD_district_offices.pdf.

Garrison Village Way Intersection Participation Assessment

