



... the best of the best of the Northwest.

WALLA WALLA CITY COUNCIL

Regular Meeting Agenda

April 23, 2025 - 6:30 p.m.

Live stream of the meeting may be viewed on the City's website at <https://www.wallawallawa.gov/government/city-council>.

Members of the public also may attend and participate in this regular meeting by using this Zoom meeting link:

<https://us02web.zoom.us/j/89361722046> or by calling 253-215-8782 and entering meeting ID 893 6172 2046#.

Individuals who need auxiliary aids for effective communication are encouraged to make their needs and preferences known by contacting the Human Resources Department at 509-527-4475.

Mission: Dedicated to enhancing the quality of life in Walla Walla.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND PROCLAMATIONS

- A. Pgs. 3-4 Proclamation - Walla Walla Arbor Day - April 24, 2025
- B. Pgs. 5-6 Proclamation - Professional Municipal Clerks Week - May 4-10, 2025
- C. Pgs. 7-8 Proclamation - Child Care Provider Appreciation Day - May 9, 2025.

4. **PUBLIC COMMENTS: (3 Min. Time Limit)** Persons making irrelevant, personal, impertinent, overly redundant, vulgar, or slanderous remarks that disrupt, disturb or otherwise render orderly conduct of the meeting unfeasible may be barred by the presiding officer from making further comments before the Council during the meeting.

The public may comment at this time *on matters of City business*. To provide comments virtually, please use the Zoom meeting link, raise your virtual hand, wait to be recognized, and then unmute. If you are calling in, dial *9 to raise your virtual hand, wait to be recognized, and dial *6 to unmute the connection. Public comments may also be provided by emailing the City Clerk at ineissl@wallawallawa.gov

If you would like to request staff follow-up regarding your public comments, please email your contact information (email and phone number) to CouncilFollowup@wallawallawa.gov and please summarize the topic of your comment so it can be directed to the correct department.

5. CONSENT AGENDA

- A. Pgs. 9-17 Ordinance 2025-06: Updating the 2025-26 Biennium Budget.

- B. Pgs. 18-21 Resolution 2025-036: Authorizes a professional services contract with DKS Associates to update the Transportation Element of the Comprehensive Plan in an amount not to exceed \$127,190.
- C. Pgs. 22-27 Resolution 2025-037: Authorizes the acceptance of a State Revolving Fund Loan for the Wastewater Treatment Plant Digester Project
- D. Pgs. 28-48 Resolution 2025-038: Authorizes the Fire Station Alerting and Automated Dispatch upgrade project
- E. Pgs. 49-55 Minutes of the April 7, 2025 Work Session and the April 9, 2025 Regular Meeting.

6. ACTIVE AGENDA

- A. Pgs. 56-73 Resolution 2025-039: Determines that the City will accept and geographically modify the proposed ten percent annexation petition for the Aichele Annexation at 3rd Avenue and Whitney Road.
- B. Pgs. 74-82 Resolution 2025-040: Authorize the City Manager to enter into a professional services agreement with FCS Group in an amount not to exceed \$125,860.

7. COUNCIL MEMBER MEETING REPORTS

8. UNFINISHED AND NEW BUSINESS

9. MEETING ENDS

Values: Service, Integrity, Collaboration, Equity, Leadership, and Community

The City of Walla Walla complies with Title VI, ADA, and other applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, religion, veteran status, sexual orientation, gender identity, or sex.



ar-5630

Pgs. 3-4

City Council - Regular Meeting

Meeting Date: 04/23/2025

Submitted For: City Council, City Council

Add'l Contributors:

Information

ITEM TITLE:

Proclamation - Walla Walla Arbor Day - April 24, 2025

Attachments

Proclamation



PROCLAMATION

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, the City of Walla Walla takes great pride in its trees, which increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees are an important part of the storm water system, habitat for wildlife and a source of shade, oxygen, and wellbeing for our citizens; and

WHEREAS, the City of Walla Walla has received the Arbor Day Foundation's Tree City USA award for thirty-one consecutive years; and

WHEREAS, a celebration in honor of Arbor Day in the Walla Walla area is scheduled for April 24, 2025.

NOW, THEREFORE, I, Tom Scribner, Mayor of the City of Walla Walla, do hereby proclaim April 24, 2025 as:

ARBOR DAY

in the city of Walla Walla, and I urge every resident of whatever age, to undertake tree planting and tree care projects on public and private properties which will enhance Walla Walla's Urban Forest.

Given under my hand and Seal of the City of Walla Walla on this 23rd day of April 2025.

Mayor, Tom Scribner

A WONDERFUL PLACE TO **LIVE WORK PLAY**



ar-5629

Pgs. 5-6

City Council - Regular Meeting

Meeting Date: 04/23/2025

Submitted For: Lisa Neissl, Support Services, City Clerk

Add'l Contributors:

Information

ITEM TITLE:

Proclamation - Professional Municipal Clerks Week - May 4-10, 2025

Attachments

Proclamation



PROCLAMATION

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government, exists throughout the world; and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants; and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community; and

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, Tom Scribner, Mayor of the City of Walla Walla, do hereby proclaim the week of May 4-10, 2025, as:

Professional Municipal Clerks Week

in the city of Walla Walla, and further extend appreciation to our Professional Municipal Clerk, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Given under my hand and Seal of the City of Walla Walla on this 23rd day of April 2025.

Mayor, Tom Scribner

| A WONDERFUL PLACE TO **LIVE WORK PLAY** |



ar-5637

Pgs. 7-8

City Council - Regular Meeting

Meeting Date: 04/23/2025

Submitted For: City Council, City Council

Add'l Contributors:

Information

ITEM TITLE:

Proclamation - Child Care Provider Appreciation Day - May 9, 2025.

Attachments

Proclamation



PROCLAMATION

WHEREAS, Child Care Aware® of America and other organizations nationwide are recognizing Child Care Providers on this day; and

WHEREAS, the Child Care System supports children's growth, development, and educational advancement and creates a positive economic impact for families and communities; and

WHEREAS, Child Care Providers are essential to the health of our communities by fostering welcoming spaces, supporting working families, and creating positive enriching environments where children can develop lifelong skills; and

WHEREAS, the City of Walla Walla recognizes that childcare has been and continues to be a lifeline for Walla Walla families, communities, and the economy. As such, it has provided much-needed support to providers to help sustain the viability of childcare by changing zoning policies to make it easier to open a licensed childcare center and including childcare as a priority in the City of Walla Walla Strategic Plan; and

WHEREAS, support for affordable, accessible high-quality childcare represents a worthy commitment to help families work, support children's healthy development and learning, and keep our economy growing.

NOW, THEREFORE, I, Tom Scribner, Mayor of the City of Walla Walla, do hereby proclaim May 9, 2025 as:

CHILD CARE PROVIDER APPRECIATION DAY

in the city of Walla Walla, and I urge every resident to recognize Child Care Providers for their important work, and how valuable they are for our communities.

Given under my hand and Seal of the City of Walla Walla on this 23rd day of April 2025.

Mayor, Tom Scribner

| A WONDERFUL PLACE TO **LIVE WORK PLAY** |



ar-5671

Pgs. 9-17

City Council - Regular Meeting

Meeting Date: 04/23/2025

Item Title: Updating the 2025-26 Biennium Budget

Submitted For: Elizabeth Moeller, Finance Department

Financial Comments:

The Finance Department is submitting an updated ordinance to correct the 2025-26 biennium budget. The original budget included the expenditure amounts and the updated ordinance will include beginning fund balance, revenues and expenditures.

There are no changes to the Council adopted original revenue or expenditure amounts presented in the budget. The updated ordinance will appropriate beginning fund balance. There is no financial impact to the City.

All Contracts:

Not Applicable

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Approve the ordinance updating the 2025-26 budget appropriation.

Information

HISTORY:

City staff have proposed a balanced budget for the 2025-26 biennium. This budget supports the City's continued development, improvement, and delivery of services to meet our residents' and businesses' continuing and emerging needs. The 2025-26 City Manager's budget message is attached and provides additional information regarding the funding of municipal services for the next two years.

The 2025-26 Biennial Budget includes \$293,583,000 in revenue and \$304,254,630 in expenditures. The General Fund includes Police, Fire, Library, Development Services, Public Works Administration, Engineering, and administrative services. These services are funded through property taxes, sales tax, internal Utility Excise Tax, and other taxes and fees. The enterprise services, including Sanitation, Water, Wastewater, Stormwater, Landfill, Ambulance, and Golf Course, are supported by fees for services paid by those who utilize them.

- A public hearing on the city's revenue sources was held during the October 23rd regular City Council meeting.
- The preliminary 2025-26 public hearing was held on November 6th.
- The final budget hearing was held on December 4, 2024.

In addition to the public hearings, the City Council had four work sessions discussing the budget on June 10th, October 21st, November 4th, and December 2nd. The City of Walla Walla's Finance Committee met with the City Manager, Deputy City Manager, and Department Directors several times during September, October, and November on the development of the 2025-2026 Biennial Budget.

The Council took action and approved the following ordinances for the biennium.

- Ordinance 2024-26: establishing the 2025 regular and voted property tax levies.
- Ordinance 2024- 25: establishing the 2025-26 internal utility excise tax rates.
- Ordinance 2024-29: establishing the 2025-26 Ambulance Utility rates.
- Ordinance 2024-18, establishing the landfill rates through 2029.
- Ordinance 2024-22, establishing the sanitation rates through 2029.

The council approved rates for water, wastewater, and stormwater and established them through 2027. The City budget includes an increase of six (6) permanent positions in the Utility Funds. A Solid Waste Manager, a new Sanitation Operator, a Household Hazardous Waste Technician, and three Firefighter/paramedics in the ambulance fund.

No new tax revenues are proposed in the budget for 2025-26.

POLICY ISSUES:

The City's 2025-26 Biennial Budget was developed following established budget policies and procedures and met statutory requirements. The budget is also consistent with policies adopted by the City Council including:

- Debt Policy Resolution 2019-082
- Capital Asset Policy Resolution 2023-126
- Personnel and Compensation Policy Resolution 2009-74

The original budget included the expenditure amounts and this updated ordinance will include beginning fund balance, revenues and expenditures. There are no changes to the Council adopted original revenue or expenditure amounts presented in the budget. The updated ordinance will appropriate beginning fund balance. There is no financial impact to the City.

PLAN COMPLIANCE:

STRATEGIC PLAN:The 2025-26 Biennial Budget addresses the Strategic Plan's four key focus areas.

Livability: What the City of Walla Walla focuses on to execute the organization's mission of enhancing the quality of life in Walla Walla.

Economic Health: The City's financial stability through sustainable revenue sources, attracting new businesses and shopping opportunities, and supporting a strong economy through diverse employment sectors.

Safe Community: Organizational readiness around emergency management, infrastructure stability (maintenance/ repair/multimodal), and overall community safety.

High-Performing Organization: The City will develop a culture of continuous improvement, collaboration with organizations and partners within the community, and a well-trained and supported workforce.

ALTERNATIVES:

None. This ordinance corrects a clerical error in Ordinance 2024-33 adopted on December 4, 2024.

STAFF RECOMMENDATION:

City Council adopt the ordinance updating the 2025-2026 budget appropriation.

CITY MANAGER COMMENTS:

Concur with the staff recommendation and approved for City Council action.

Attachments

Ord 2025-06
2025-26 Biennial Budget Appropriations

ORDINANCE NO. 2025-06

AN ORDINANCE ADOPTING AN AMENDED BUDGET FOR THE CITY OF WALLA WALLA FOR THE 2025-26 BIENNIUM

WHEREAS, the City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, RCW 35A.34.040 authorizes the City of Walla Walla to establish by ordinance a two-year fiscal biennium budget; and

WHEREAS, the City of Walla Walla passed Municipal Ordinance 2008-05 on May 14, 2008 establishing a two-year fiscal biennium budget for the City of Walla; and

WHEREAS, the City Manager of the City of Walla Walla, Washington, completed and placed on file with the City Clerk a proposed budget and estimate of the amount of monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said City for the 2025-26 fiscal biennium ending December 31, 2026; and

WHEREAS, notice was published that the council of said City would meet on October 23, 2024 for the purpose of considering revenue sources and the budget for the 2025-26 fiscal biennium and giving taxpayers within the limits of the City an opportunity to be heard upon said budget; and

WHEREAS, notice was published that the council of said City would meet on November 6, 2024 and again on December 4, 2024 for the purpose of making a budget for the 2025-26 fiscal biennium and giving taxpayers within the limits of the City an opportunity to be heard upon said budget; and

WHEREAS, the said City Council did meet at said times and places, and it then considered the matter of said proposed budget; and

WHEREAS, the City Council passed Municipal Ordinance 2024-33 on December 4, 2024 establishing the budget for the City of Walla Walla for the 2025-26 biennium; and

WHEREAS, corrections and amendments to the budget are needed; and

WHEREAS, said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Walla Walla for the purposes as set forth in said budget and the estimated expenditures set forth in said budget being all necessary to carry on the government of said City for said year and being sufficient to meet the various needs of said City during said period,

NOW THEREFORE, the City Council of the City of Walla Walla ordains as follows:

Section 1: The following contain the total revenues and expenditures for each fund as set forth in the document entitled “City of Walla Walla 2025-26 Budget” and is hereby adopted as the budget of the City for the 2025-26 fiscal biennium:

GENERAL FUND	100,609,690
STREET FUND	9,377,955
REAL ESTATE EXCISE TAX	1,978,170
HOUSING DEVELOPMENT FUND	17,741
LODGING TAXES	3,404,943
TOURISM PROMOTION	782,300
OPIOID SETTLEMENT	831,726
DRUG FORFEITURE	406,715
CODE ENFORCEMENT	222,660
GENERAL DEBT SERVICE	458,790
POLICE STATION BOND	2,233,369
POOL BOND	983,412
GENERAL CONSTRUCTION	1,211,618
STREET CONSTRUCTION	17,478,197
TBD CONSTRUCTION	7,915,918
GOLF COURSE	359,031
SANITATION	18,771,902
WATER	54,674,198
STORMWATER	11,103,324
WASTEWATER	41,403,549
LANDFILL	20,753,445
AMBULANCE	13,820,312
WESCOMM E911	7,064,471
SERVICE CENTER	1,145,662

VEHICLE OPERATION AND MAINTENANCE	3,726,400
VEHICLE REPLACEMENT	15,840,034
HEALTH INSURANCE	16,608,201
INDUSTRIAL INSURANCE	1,890,861
LEOFF 1 RETIREMENT	236,235
ESTHER EYRUAD TRUST	900
SHERWOOD TRUST	600

Section 2: The salaries and wages set forth in detail in this budget document are the salaries and wages which may be paid to the officers and employees of the City of Walla Walla. The number and classification of positions as herein stated are, insofar as can be ascertained, the number and classifications to be filled during the fiscal biennium.

However, under the provisions of ordinances and resolutions setting forth personnel rules and procedures, classification descriptions and establishing a comprehensive pay plan, in exceptional cases involving the classification and reclassification of a position, the promotion, transfer, re-employment, return of an employee from a leave of absence, or when it is necessary for continuity during organizational changes or orientation purposes to temporarily employ concurrently a terminating employee and his successor, the salary and wages attached to a particular position, the number of positions and salaries and wages paid to affected employees, may differ from the specific detail set forth herein. In any such case, total salaries and wages paid will not exceed the total amount herein appropriated.

Section 3: This ordinance is remedial and supersedes Walla Walla City Ordinance 2024-33 (Dec. 4, 2024).

Section 4: A copy of the budget shall be forwarded to the Division of Municipal Corporations of the State of Washington.

Section 5: If any section or part of this ordinance be adjudged invalid, such adjudication shall not affect the validity of this ordinance as a whole, or any item, section or part thereof no adjudged invalid.

Section 6: This ordinance being one required by law shall take effect and be in full force upon its passage and publication in its entirety as provided by law.

PASSED by the Walla Walla City Council on April 23, 2025.

Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

SUMMARY OF ORDINANCE NO. 2025-06

AN ORDINANCE ADOPTING AN AMENDED BUDGET FOR THE CITY OF WALLA WALLA FOR THE 2025-26 BIENNIUM

The Walla Walla City Council passed an ordinance at its April 23, 2025 regular meeting which in summary adopts an amended budget for the City of Walla Walla for the 2025-26 fiscal biennium as follows:

GENERAL FUND	100,609,690
STREET FUND	9,377,955
REAL ESTATE EXCISE TAX	1,978,170
HOUSING DEVELOPMENT FUND	17,741
LODGING TAXES	3,404,943
TOURISM PROMOTION	782,300
OPIOID SETTLEMENT	831,726
DRUG FORFEITURE	406,715
CODE ENFORCEMENT	222,660
GENERAL DEBT SERVICE	458,790
POLICE STATION BOND	2,233,369
POOL BOND	983,412
GENERAL CONSTRUCTION	1,211,618
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TBD CONSTRUCTION	7,915,918
GOLF COURSE	359,031
SANITATION	18,771,902
WATER	54,674,198

STORMWATER	11,103,324
WASTEWATER	41,403,549
LANDFILL	20,753,445
AMBULANCE	14,113,312
WESCOMM E911	7,064,471
SERVICE CENTER	1,145,662
VEHICLE OPERATION AND MAINTENANCE	3,726,400
VEHICLE REPLACEMENT	15,840,034
HEALTH INSURANCE	16,608,201
INDUSTRIAL INSURANCE	1,890,861
LEOFF 1 RETIREMENT	236,235
ESTHER EYRUAD TRUST	900
SHERWOOD TRUST	600

The full text of this ordinance will be mailed upon request made to the Walla Walla City Clerk at Walla Walla City Hall, 15 N. Third Ave., Walla Walla, WA 99362.

Summary approved as to form

City Attorney

City of Walla Walla
2025-2026 Revenue Budget

	Estimated Beginning	2025 Revenue	2026 Revenue	2025-2026
Fund	Fund Balance	Budget	Budget	Budget
General Fund				
General Fund	\$ 7,672,740	\$ 46,545,020	\$ 46,391,930	\$ 100,609,690
Street Fund	\$ 1,832,450	\$ 3,763,630	\$ 3,781,870	\$ 9,377,950
Real Estate Excise Tax	\$ 663,920	\$ 662,500	\$ 651,750	\$ 1,978,170
Housing Development Fund	\$ 17,540	\$ 100	\$ 100	\$ 17,740
Hotel-Motel Tax Fund	\$ 601,940	\$ 1,385,000	\$ 1,418,000	\$ 3,404,940
Tourism Promotion Fund	\$ -	\$ 391,100	\$ 391,200	\$ 782,300
Opioid Settlement	\$ 438,320	\$ 197,700	\$ 195,700	\$ 831,720
Drug Fund	\$ 308,780	\$ 12,000	\$ 10,000	\$ 330,780
Code Enforcement	\$ 213,660	\$ 5,500	\$ 3,500	\$ 222,660
L.T.G.O. Bonds	\$ 2,230	\$ 229,840	\$ 228,950	\$ 461,020
Fire Station Bond	\$ 20,560	\$ -	\$ -	\$ 20,560
Police Station Bond	\$ 340,920	\$ 890,850	\$ 892,450	\$ 2,124,220
Pool Bond	\$ 122,130	\$ 435,740	\$ 425,540	\$ 983,410
General Construction Fund	\$ 1,211,610	\$ -	\$ -	\$ 1,211,610
Street Construction Projects	\$ 1,536,540	\$ 11,766,920	\$ 10,846,740	\$ 24,150,200
TBD Street Construction	\$ 3,947,050	\$ 1,991,930	\$ 1,976,930	\$ 7,915,910
Golf Course Fund	\$ 27,110	\$ 165,640	\$ 166,280	\$ 359,030
Sanitation Fund	\$ 2,792,300	\$ 7,973,690	\$ 8,005,910	\$ 18,771,900
Water Fund	\$ 17,393,290	\$ 19,966,220	\$ 17,314,680	\$ 54,674,190
Stormwater	\$ 3,098,060	\$ 4,792,240	\$ 3,212,930	\$ 11,103,230
Wastewater Fund	\$ 11,768,630	\$ 14,615,370	\$ 15,019,550	\$ 41,403,550
Landfill Fund	\$ 6,781,810	\$ 7,044,520	\$ 6,927,110	\$ 20,753,440
Ambulance Fund	\$ 1,652,910	\$ 6,135,100	\$ 6,325,300	\$ 14,113,310
Emergency Services Comm.	\$ 1,361,350	\$ 2,815,500	\$ 2,887,620	\$ 7,064,470
Service Center	\$ 311,700	\$ 407,390	\$ 426,570	\$ 1,145,660
Vehicle Oper & Main Fund	\$ 117,860	\$ 1,835,200	\$ 1,891,200	\$ 3,844,260
Vehicle Replacement Fund	\$ 11,104,320	\$ 2,365,580	\$ 2,370,130	\$ 15,840,030
Health Insurance	\$ 752,950	\$ 7,712,430	\$ 8,142,820	\$ 16,608,200
Industrial Insurance	\$ 199,140	\$ 844,360	\$ 847,360	\$ 1,890,860
Fire Pension Fund	\$ 30,660	\$ 105,080	\$ 100,490	\$ 236,230
Esther Eyrud Trust		\$ 600	\$ 300	\$ 900
Sherwood Library Trust		\$ 300	\$ 300	\$ 600
Total City of Walla Walla	\$ 76,322,480	\$ 145,057,050	\$ 140,853,210	\$ 362,232,740



ar-5615

Pgs. 18-21

City Council - Regular Meeting

Meeting Date: 04/23/2025

Item Title: Contract with DKS Assoc to update Transportation Element of the Comp Plan

Submitted For: Ki Bealey, Public Works Department

Financial Comments:

Time and materials, not-to-exceed \$127,190.

All Contracts:

Yes

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Authorizes a professional services contract with DKS Associates to update the Transportation Element of the Comprehensive Plan.

Information

HISTORY:

WHAT IS THIS CONTRACT FOR?

Transportation analysis, modeling, planning, policy review, coordination, and data collection to update the Transportation Element of the City's Comprehensive Plan.

WHY IS IT NECESSARY?

Revised Code of Washington 36.70A.130 requires Growth Management Act Planning Counties and Cities to update their respective Comprehensive Plans every eight years. The current City of Walla Walla Comprehensive Plan was adopted in 2018. An updated comprehensive plan must be adopted by June 30, 2026 to be compliant with the Growth Management Act. RCW 36.70A.108 stipulates that the transportation element of the Comprehensive Plan identify improvements or strategies to accommodate the impacts of development. WAC 365-196-430 identifies the specific elements to be included /addressed in the Transportation Element.

WHY DO WE NEED TO HIRE A DESIGN CONSULTANT?

Staff does not have the knowledge, modeling systems, expertise, capacity, or qualifications.

SELECTION PROCESS:

In accordance with RCW 39.80 and Walla Walla Municipal Code 17.03.010, DKS Associates was selected from the MRSC roster as the most qualified and cost effective firm to update the City's Transportation Element of the Comprehensive Plan.

IS THE COST FAIR/REASONABLE?

Yes. The fee to prepare the 2018 plan was \$162,880 (in 2016).

HISTORY/BACKGROUND:

DKS prepared the current/previous plan for the City (authorized by Resolution 2016-131).

POLICY ISSUES:

Contracts greater than \$50,000 require Council authorization.

The City of Walla Walla is a Growth Management Act (GMA) planning city (part of a GMA planning county), and is therefore required to update the Comprehensive Plan by June 30, 2026 pursuant to RCW Chapter 36.70A and WAC 365-196.

Previous Related Council Actions

Resolution 2024-083 - Authorized a professional services contract with SCJ Alliance for planning services and preparation of the Comprehensive Plan Update (did not include updating the Transportation Element).

Resolution 2022-098 - Adopted Vision Zero Policy.

Ordinance 2018-15 - Comprehensive Plan Update (Walla Walla 2040).

Ordinance 2016-48 - Complete Streets Policy.

PLAN COMPLIANCE:

STRATEGIC PLAN:

Livability: What the City of Walla Walla focuses on to execute the organization’s mission of enhancing the quality of life in Walla Walla.

Safe Community: Organizational readiness around emergency management, infrastructure stability (maintenance/ repair/multimodal), and overall community safety.

COMPREHENSIVE PLAN: (from the 2018 Plan)

Community Character Goal 2 All of Walla Walla’s residential communities are livable and attractive.

Land Use Goal 1 Walla Walla grows in a responsible way that maintains or improves the quality of life for its residents.

Economic Development Goal 2 Walla Walla has high-quality infrastructure to support economic development.

Transportation Goal 1 Promote and develop transportation systems that support and enhance the movement of people and goods to ensure a prosperous economy.

Transportation Goal 2 Provide for and improve the safety and security of transportation users and the transportation system.

Transportation Goal 3 Provide all users with complete streets that connect the City of Walla Walla’s neighborhoods, parks, schools, employment centers, and retail areas.

Transportation Goal 4 Maintain, preserve, and extend the life of the City’s transportation infrastructure.

Transportation Goal 5 Design and construct transportation facilities in a manner that enhances the livability of the City of Walla Walla and health of its residents.

Transportation Goal 6 Maintain the predictable movement of goods and people throughout the City of Walla Walla to relieve traffic congestion and improve reliability for freight.

Capital Facilities and Utilities Goal 1 Walla Walla’s capital facilities and utilities are well maintained and up-to-date to meet the demands of growth and economic development.

Capital Facilities and Utilities Goal 5 The sound fiscal management of government services and facilities promotes a transparent and collaborative relationship between government and residents.

ALTERNATIVES:

Renegotiate the scope/fee.

Go through a more formal selection process.

STAFF RECOMMENDATION:

Authorize the professional services contract with DKS Associates to update the Transportation Element of the Comprehensive Plan as proposed.

CITY MANAGER COMMENTS:

Concur with the staff recommendation and approved for City Council action.

Attachments

Res 2025-036

RESOLUTION NO. 2025-036

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DKS ASSOCIATES AND TAKING SUCH FURTHER ACTION NEEDED THEREWITH

WHEREAS, the City of Walla Walla requires assistance updating the transportation element of the city's comprehensive plan; and

WHEREAS, the City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, the City of Walla Walla is authorized to procure professional services from rosters maintained in accordance with Chapter 39.80 RCW; and

WHEREAS, the Walla Walla City Council passed City Resolution 2017-90 (Sept. 27, 2017) authorizing the City to utilize rosters maintained by the Municipal Research & Services Center to procure professional services; and

WHEREAS, the City of Walla Walla evaluated the statement of qualifications and performance data of those parties and firms on file with the City of Walla Walla, and finds that DKS Associates is the most qualified firm to provide such services to the City of Walla Walla; and

WHEREAS, the price of the professional services contract negotiated with DKS Associates to provide services is fair and reasonable to the City of Walla Walla; and

WHEREAS, the Walla Walla City Council has considered this matter during a regularly and duly called public meeting of said Council, has given said matter careful review and consideration, and finds that good government and the best interests of the City of Walla Walla will be served by passage of this resolution,

NOW THEREFORE, the City Council of the City of Walla Walla resolves as follows:

Section 1: The City Manager of the City of Walla Walla is hereby authorized, empowered and directed to execute a contract on behalf of the City of Walla Walla with DKS Associates to provide assistance updating the transportation element of the city's comprehensive plan and to perform related services.

Section 2: The City Manager of the City of Walla Walla is hereby authorized and empowered to execute amendments, modifications, and change orders to the contract approved by section 1 herein on behalf of the City of Walla Walla, provided that sufficient appropriations have been made by the Walla Walla City Council, and provided further the aggregate value of all amendments, modifications, and change orders may not exceed fifty thousand dollars (\$50,000).

Section 3: The City Manager of the City of Walla Walla is also hereby authorized and

empowered to execute amendments, modifications, and change orders to the contract authorized by section 1 herein, which do not materially alter such contract, and also do not increase the financial obligations beyond amounts authorized by sections 1 and 2 herein.

Section 4: The City Clerk of the City of Walla Walla is hereby authorized and directed to attest the contract and any amendments, modifications or change orders authorized by this resolution, and to attach to each duplicate thereof a copy of this Resolution.

PASSED on April 23, 2025 by the Walla Walla City Council.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



ar-5627

Pgs. 22-27

City Council - Regular Meeting

Meeting Date: 04/23/2025

Item Title: Accepts a State Revolving Fund loan for the Wastewater Treatment Plant Digester Project

Submitted For: Leah Rohan, Public Works Department, Engineering Capital Programs

Project No:
WWTP2502

Financial Comments:

\$6,980,000 Clean Water State Revolving Fund Loan from the Department of Ecology
20-year term at 1.2% interest
The total project cost is estimated to be \$12M.

All Contracts:

Not Applicable

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Accepts a Clean Water State Revolving Fund (CWSRF) Loan for the Wastewater Treatment Plant (WWTP) Digester project.

Information

HISTORY:

Loan funding for the project was previously discussed with Council at the November 15, 2021 Work Session (Financial Planning for the Wastewater Fund) and at the January 11, 2023, and June 12, 2024, meetings (digester design Resolutions 2023-001 and 2024-062).

October 2023 - Loan application submitted to the Department of Ecology.

December 2023 - Loan eligibility correspondence and meeting with the Department of Ecology.

January 2024 - Notification of eligibility.

June 2024 - Notification that the project was recommended for funding.

February 2025 - Funding agreement start-up.

Digester design is currently underway. Submittal to the Department of Ecology is anticipated this fall. Construction is expected to take place in 2026.

POLICY ISSUES:

Contracts/agreements greater than \$50,000 require Council authorization.

These improvements are listed in the General Sewer Plan and amendments (a requirement of RCW 90.48.110 and WAC 173-240-050).

PREVIOUS COUNCIL ACTIONS RELATED TO THIS ITEM:

Resolution 2023-001 - Authorized the digester feasibility study (JUB Engineers).

Resolution 2024-062 - Authorized design of the digester upgrade project (JUB Engineers).

PLAN COMPLIANCE:

STRATEGIC PLAN:

SAFE COMMUNITY - Organizational readiness around emergency management, infrastructure stability (maintenance/repair/multimodal), and overall community safety.

COMPREHENSIVE PLAN:

Capital Facilities and Utilities Goal 1 Walla Walla's capital facilities and utilities are well maintained and up-to-date to meet the demands of growth and economic development.

Capital Facilities and Utilities Goal 5 The sound fiscal management of government services and facilities promotes a transparent and collaborative relationship between government and residents.

CFU Policy 5.3 Anticipate and control demand for services to ensure that the City can maintain an appropriate level of service within its financial resources while serving new growth.

ALTERNATIVES:

Pursue other loan/bond funding.

STAFF RECOMMENDATION:

Authorize acceptance of the loan.

CITY MANAGER COMMENTS:

Concur with the staff recommendation and approved for City Council action.

Attachments

Res 2025-037

Digesters

RESOLUTION NO. 2025-037

A RESOLUTION AUTHORIZING THE WALLA WALLA CITY MANAGER TO ACCEPT A STATE REVOLVING FUND LOAN FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS, TO EXECUTE A LOAN AGREEMENT, TO EXECUTE SUCH DOCUMENTS AND MAKE SUCH CERTIFICATIONS THAT MAY BE NEEDED, AND TAKING OTHER ACTION RELATED THERETO

WHEREAS, the City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, RCW 35A.11.020 provides in pertinent part that “[t]he legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law;” and

WHEREAS, Walla Walla has “all of the powers which any city of any class may have and shall be governed in matters of state concern by statutes applicable to such cities in connection with such powers to the extent to which such laws are appropriate and are not in conflict with the provisions specifically applicable to code cities” pursuant to RCW 35A.21.160; and

WHEREAS, RCW 35A.11.030 grants authority to the Walla Walla City Council to borrow on behalf of the City of Walla Walla; and

WHEREAS, chapter 39.34 RCW authorizes the City of Walla Walla to enter into intergovernmental agreements; and

WHEREAS, RCW 35A.13.080(9) authorizes the Walla Walla City Council to grant powers and duties to the Walla Walla City Manager by resolution; and

WHEREAS, the City of Walla Walla needs to fund improvements to the city’s wastewater treatment plant, and

WHEREAS, construction loans are available for such purposes through the Washington State Department of Ecology; and

WHEREAS, the Walla Walla City Council has considered the availability of a revolving fund loan funding during a regularly and duly called public meeting of said Council, has given this matter careful review and consideration, and finds that it is an appropriate function for the city to participate in the loan program and that the best interests of the City of Walla Walla will be served by passage of this resolution;

NOW THEREFORE, the City Council of the City of Walla Walla resolves as follows:

Section 1: The Walla Walla City Manager is hereby authorized, empowered, and directed to accept a revolving fund loan from the State of Washington on behalf of the City of Walla Walla to fund improvements at the city’s wastewater treatment plant.

Section 2: The Walla Walla City Manager is hereby authorized, empowered, and

directed to make such certifications, disclosures, reports, and other statements that may be necessary to apply for, accept, and receive a revolving fund loan from the State of Washington, and/or its agencies and boards, for water system improvement projects.

Section 4: The City Manager of the City of Walla Walla is designated as the chief administrative official and authorized representative in all matters arising out of participation in the loan program, and the City Manager of the City of Walla Walla is hereby authorized, empowered, and directed to comply with program requirements on behalf of the City of Walla Walla; provided, however, that the City Manager may delegate authority and responsibilities to members of the administrative service of the City.

Section 5: The Walla Walla City Manager is hereby authorized and empowered to execute amendments to the application, agreement, certifications, disclosures, reports, statements, and other documents authorized by this resolution when reasonably necessary to comply with loan program requirements.

Section 6: The City Manager of the City of Walla Walla is hereby authorized and empowered to execute intergovernmental agreements, and amendments thereto, arising out of participation in the revolving fund loan program on the following conditions: (a) the content of any agreement or amendment executed by the Walla Walla City Manager shall comply with loan program requirements, (b) no agreement or amendment executed by the Walla Walla City Manager shall relieve the City of Walla Walla from compliance with enactments of the Walla Walla City Council or any other nondelegable obligation or responsibility imposed by law, (c) any agreement or amendment executed by the City Manager shall be reported to the Walla Walla City Council at the first meeting of the Walla Walla City Council following execution of the amendment, and (d) any agreement or amendment executed by the City Manager may be revoked and terminated by the Walla Walla City Council at the meeting that it is first reported to the Walla Walla City Council.

Section 7: The Walla Walla City Clerk is hereby authorized and directed to attest the agreements, certifications, disclosures, reports, statements, intergovernmental agreements, amendments, and other documents authorized by this resolution.

Section 8: The agreements, certifications, disclosures, reports, statements, intergovernmental agreements, amendments, and all other documents authorized by this resolution shall be reported to the City Council as soon as practicable after they are made and/or executed and made available for public inspection.

PASSED on April 23, 2025 by the Walla Walla City Council.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney





ar-5633

Pgs. 28-48

City Council - Regular Meeting

Meeting Date: 04/23/2025

Item Title: Authorizes the purchase of Fire Station Alerting and Dispatch Equipment

Submitted For: Eric Wood, Fire/Ambulance Department

Financial Comments:

The total cost of the project to upgrade Fire Station 1, Fire Station 2, and WESCOM is \$216,759.12 which will be broken down into the following:

- Ambulance 429 Fund: \$77,525.18
- Suppression: \$77,525.18
- WESCOM: \$55,369.39

The City will transfer the remaining \$20,665.38 from the Fire Station Bond fund to cover a portion of the Ambulance expenses.

The City will use the 2024 and 2025 Fire Equipment MOBE revenue to fund the Suppression portion, and WESCOM has a fund balance to cover their portion of the expenses.

All Contracts:

Yes

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Authorizes the purchase of Fire Station Alerting and Dispatch Equipment

Information

HISTORY:

The current fire station alerting equipment is the same equipment that has been used since the facilities have been in operation. Fire Station 1's alerting system is now nearing its end of life and has found it difficult to find replacement parts. Technology has advanced to not only support a "heart healthy" approach to startling tones, but it has also improved the working conditions for our dispatchers. The new technology provides automated dispatching, thus allowing our dispatcher to remain on the phone and help our customers all while the system is dispatching our fire and EMS units.

The system provides a ramped alerting tone with soft lighting to wake up our members "softer." It also provides for single-room dispatching, thus limiting who needs to be alerted to a call and improving firefighter sleep cycles.

POLICY ISSUES:

Purchasing Policy- 3.2 Purchasing Approval Levels: City Council approval \$50,000 or more.

PLAN COMPLIANCE:

STRATEGIC PLAN:

High Performing Organization: The City will develop a culture of continuous improvement, collaboration with organizations and partners within the community, and a well-trained and supported workforce.

ALTERNATIVES:

Council could elect not to pursue the purchase and direct staff to find alternate funding methods.

STAFF RECOMMENDATION:

Staff recommends the approval to upgrade the station alerting equipment at both Fire Station 1, Fire Station 2 and Dispatch.

CITY MANAGER COMMENTS:

Concur with the staff recommendation and approved for City Council action.

Attachments

Res 2025-038
USDD Quote

RESOLUTION NO. 2025-038

A RESOLUTION AUTHORIZING THE PURCHASE OF FIRE STATION ALERTING AND DISPATCH EQUIPMENT, AND TAKING SUCH FURTHER ACTION NEEDED THEREWITH

WHEREAS, the City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, the Washington Supreme Court held in *U. S. v. Town of Bonneville*, 94 Wn.2d 827, 832, 621 P.2d 127 (1980) that optional code cities organized under RCW Title 35A have “the broadest powers of local self-government consistent with the Constitution of this state.” RCW 35A.01.010. Such municipalities are capable of entering into contracts without restriction[;]” and

WHEREAS, the city requires fire station alerting and dispatch equipment; and

WHEREAS, Municipal Resolution 98-49 adopted on August 26, 1998 authorizes the Walla Walla City Manager to execute intergovernmental purchasing agreements; and

WHEREAS, the Walla Walla City Manager has executed a cooperative purchasing and contracting agreement with National Purchasing Partners (“NPPGov”); and

WHEREAS, the equipment needed by the City is available from a vendor through an NPPGov contract; and

WHEREAS, the Walla Walla City Council has considered this matter during a regularly and duly called public meeting of said Council, has given this matter careful review and consideration, and finds that good government and the best interests of the City of Walla Walla will be served by passage of this resolution,

NOW THEREFORE, the City Council of the City of Walla Walla resolves as follows:

Section 1: The contract to supply fire station alerting and dispatch equipment, and related services is awarded to US Digital Designs, and the City Manager of the City of Walla Walla, and designees of the City Manager, are hereby authorized, empowered and directed to purchase such equipment, and execute such purchase orders, contracts, licensing agreements, and other documents that may be required to make such procurement; provided that sufficient appropriations therefor have been made by the Walla Walla City Council.

Section 2: The City Manager of the City of Walla Walla, and designees of the City Manager, are hereby authorized and empowered to execute amendments, modifications, and change orders to the purchase orders, contracts, licensing agreements, and other documents authorized by this resolution on behalf of the City of Walla Walla; provided that sufficient appropriations have been made by the Walla Walla City Council, and provided further the aggregate annual value of all amendments, modifications, and change

orders to each contract may not exceed fifty thousand dollars (\$50,000.00).

Section 3: The City Clerk of the City of Walla Walla is hereby authorized and directed to attest the purchase orders, contracts, agreements, and other documents authorized by section 1 herein and any amendments, modifications or change orders authorized by section 2 herein, and to attach to each duplicate thereof a copy of this resolution.

PASSED on April 23, 2025 by the Walla Walla City Council.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



US DIGITAL DESIGNS

by Honeywell

Quotation to:

**CITY OF WALLA WALLA, WA
WALLA WALLA FIRE DEPARTMENT**

Project:

**G2 Fire Station Alerting System
DISPATCH + 2 STATIONS**

Proposal number:

WA_WALA002

Revision #

QV5

Pricing pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba **NPPgov - Contract #PS20350**. More information available at: <https://nppgov.com/contract/honeywell/>

WALLA WALLA FIRE DEPARTMENT is a member: M-5695357

Quote Date:

17-Mar-2025

Quote Expires:

15-Jun-2025

By:

Shawn Mahoney

Territory Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

503-338-8451

shawn.mahoney@honeywell.com

stationalerting.com

Installation by:

IN HOUSE - TRAINING TO BE PROVIDED

This proposal is subject to corrections due to errors or omissions

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

DATE: 3/17/2025
Expires: 6/15/2025

Quote SUBMITTED TO:
CITY OF WALLA WALLA, WA
WALLA WALLA FIRE DEPARTMENT

REF PROPOSAL
WA_WALA002 vQV5

PRIMARY DISPATCH G2 FSA SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES								
Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
LOT	USDD	1	CADI-U	CAD Interface - TYLER (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	\$ 14,677.50	\$ 13,209.75	13,209.75	

DISPATCH SYSTEM COMPONENTS								
Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
PR	USDD	0	G2-GW	G2 Communications Gateway Pair (Primary FSA Servers) 2@1RU each (2RU Total)	\$ 15,012.00	\$ 13,510.80	-	
Kit	USDD	1	GARI-2	G2 Gateway Audio Radio Interface (GARI) - Kitted with Rack-Mount Adapter Plat	\$ 3,662.75	\$ 3,296.48	3,296.48	
ea	USDD	0	GARI2-008R	Console Motorola Interface Cable	\$ 300.00	\$ 270.00	-	
ea	USDD	0	GARI2-009R	Motorola APX XTL Cable Active Low	\$ 300.00	\$ 270.00	-	
ea	USDD	0	GARI2-010R	Dual Motorola APX Console I/O Adapter	\$ 300.00	\$ 270.00	-	
ea	USDD	0	USDD-A0012	Motorola Busy High Converter	\$ 300.00	\$ 270.00	-	

DISPATCH SYSTEM SERVICES								
Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT
	HR	USDD	1	GW-VM	G2 Communications Gateway - VMWare Virtual (Software for Controller with Install Assistance)	\$ 10,008.00	\$ 9,007.20	9,007.20
	HR	USDD	50	GW-CM	Gateway Configuration & Modifications	\$ 373.75	\$ 336.38	16,818.75
	LOT	USDD	1	GW-I-C	Gateway Installation / BY CUSTOMER (with REMOTE ASSISTANCE by USDD Personnel)	\$ 431.25	\$ 388.13	388.13
	LOT	USDD	1	GW-PM	Gateway Project Management	\$ 3,685.50	\$ 3,316.95	3,316.95
	LOT	USDD	1	TRA-DIS-O	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	\$ 5,008.75	\$ 4,507.88	4,507.88

	LOT	USDD	1	TRA-STA-O	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	\$ 5,008.75	\$ 4,507.88	4,507.88	
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PRIMARY DISPATCH G2 FSA SYSTEM	System Total:	55,053.00
	Shipping Total:	23.00
	System Subtotal	55,076.00

PRIMARY DISPATCH MOBILE APP SERVICE

for IOS and ANDROID Platforms Only - In Conjunction with USDD Communications Gateways Only

For each year the FSA System is under standard warranty or elected recurring support coverage, USDD would like to offer our G2 Mobile Station Alerting App to those customers at no additional cost (in groups of 24 licenses-per-ATX-purchased).

APP DEVICE LICENSES									
Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea/Yr	USDD	0	G2-APP-DLA	Phoenix G2 Mobile App - Single Device License / Per Year Cost	\$ 15.00	\$ 13.50	-	

Number of Years Purchasing for this License Group : 1

PRIMARY DISPATCH MOBILE APP SERVICE	Yearly Total:	-
	All Years Subtotal:	-

USDD G2 MOBILE FSA APP:

USDD has developed the Phoenix G2 FSA Mobile Application (the "App") to provide a remote extension of the customer's existing G2 FSAS. **Mobile App Only Available to Customers Using USDD's G2 Communications Gateways interfaced to a formal Computer Aided Dispatch (CAD) System.** The App is supported by Apple and Android devices. The App will interface with the Agency's CAD to send simultaneous mobile alerts, including dispatch announcements, administrative alerts, IT support notifications and application update notifications to authorized personnel via their smartphones and tablets. The App alerts personnel as individuals or groups (e.g., stations, battalions, districts, etc.) wherever they are, making it especially ideal for volunteers and reserves. The mobile alerts plays the same tones as those in the station, shows incident location using the device's built-in mapping capabilities and enables users to save notifications for future reference and search for previous notifications. In addition, the App provides an easy-access email address and phone link to local IT support. The performance of mobile alerting is subject to network reliability and coverage.

PRIMARY DISPATCH MAPPING SERVICE

Mapping System costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed). Costs for this part of the system are often shared between consolidated agencies.

USDD-HOSTED MAPPING - INCLUDED (at no additional cost while under Warranty/Support)									
Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT		
YR	USDD	1	MAP-CLD	G2 FSA Mapping Server - Yearly Hosting Cost (Cloud/USDD Hosted) - Only for customers not paying support.	\$ 1,540.00	\$ 1,386.00	1386 included at no charge/no additional cost		

MAPPING SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	HR	USDD	0	MAP-CM	System Configuration and Modification for Mapping	\$ 325.00	\$ 292.50	-	
	LOT	USDD	0	MAP-CSU-O	Customer-Hosted Mapping Server Configuration and Start-up	\$ 5,925.00	\$ 5,332.50	-	
	LOT	USDD	0	MAP-PM	Mapping Gateway Project Management	\$ 415.00	\$ 373.50	-	
	LOT	USDD	0	MAP-TRN-O	Training - Mapping Service - <u>On-Site</u> (4 Hours)	\$ 4,425.00	\$ 3,982.50	-	
	LOT	USDD	0	MAP-TRN-AZ	Training - Mapping Services - <u>At Arizona Training Center</u>	\$ 1,550.00	\$ 1,395.00	-	
	LOT	USDD	0	MAP-TRN-R	Training - Mapping Services - <u>Remote Refresh</u> (4 Hours)	\$ 1,325.00	\$ 1,192.50	-	
	LOT	USDD	0		Misc Option 1	\$ -	\$ -	-	

PRIMARY DISPATCH MAPPING SERVICE	System Total:	-
	System Subtotal	-

PRIMARY DISPATCH WARRANTY & SUPPORT

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT		
HR	USDD	1.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 2,834.83	\$2,551.34	No Charge		
LOT	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 2,834.83	\$ 2,551.34	-		

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	55,076.00
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ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

ALL SYSTEMS SUBTOTAL:	55,053.00
ALL SHIPPING SUBTOTAL:	23.00
ALL WARRANTY & SUPPORT:	-
ALL PRIMARY DISPATCH-LEVEL ESTIMATED TAX:	293.39
ALL PRIMARY DISPATCH-LEVEL GRAND TOTAL:	55,369.39

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/17/2025
Expires: 6/15/2025

Quote SUBMITTED TO:
CITY OF WALLA WALLA, WA
WALLA WALLA FIRE DEPARTMENT

REF PROPOSAL
WA_WALA002 vQV5 STATION-LEVEL

STATION 01

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.WA_WAWA.FS01_FS02.FSA.2025.02.04

STATION SYSTEM LICENSES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,433.25	\$ 1,289.93	\$ 1,289.93	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage	\$ 15.00	\$ 13.50	No Charge	

STATION SYSTEM CONTROLLER									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-EXP	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	\$ 7,838.00	\$ 7,054.20	\$ 7,054.20	
	Kit	USDD	2	ATX-E	Rack Mount Ears for ATX or EXP	\$ 76.22	\$ 68.60	\$ 137.20	
	Ea	TBD	2	UPS-STD	ATX UPS, Standard	\$ 1,017.64	\$ 915.88	\$ 1,831.75	
	Ea	TBD	2	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	\$ 77.25	\$ 69.53	\$ 139.05	

STATION SYSTEM PERIPHERAL COMPONENTS									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	0	CIR	G2 COLOR INDICATOR REMOTE	\$ 1,043.90	\$ 939.51	\$ -	
	Ea	USDD	2	PB-B	Push Button, Standard (Black)	\$ 126.50	\$ 113.85	\$ 227.70	
	Ea	USDD	2	PB-R	Push Button, Emergency (Red)	\$ 126.50	\$ 113.85	\$ 227.70	
	Ea	USDD	4	MR-2	G2 MESSAGE REMOTE 2 Module	\$ 1,753.75	\$ 1,578.38	\$ 6,313.50	
	Ea	USDD	2	USDD-LCD-SIGN	G2 LCD MESSAGE SIGN / 28" Active Screen width / Configurable display	\$ 3,000.00	\$ 2,700.00	\$ 5,400.00	
	Ea	TBD	2	MS-MNT	MS Mount - Articulating, Long reach	\$ 390.00	\$ 351.00	\$ 702.00	
	Ea	USDD	7	RR-2	G2 ROOM REMOTE 2 Module	\$ 2,275.35	\$ 2,047.82	\$ 14,334.71	
	Ea	USDD	0	RR2-AP	RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	\$ 86.50	\$ 77.85	\$ -	
	Ea	USDD	11	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 3,702.60	
	Ea	USDD	0	SPK-LED-SM	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	\$ 374.00	\$ 336.60	\$ -	
	Ea	USDD	2	SPK-OAS	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	\$ 1,575.00	\$ 1,417.50	\$ 2,835.00	
	Ea	USDD	13	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 132.30	\$ 119.07	\$ 1,547.91	

	Ea	USDD	0	SPK-STD-SM	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	\$ 132.30	\$ 119.07	\$ -	
	Ea	USDD	3	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 1,009.13	
	Ea	USDD	3	STR-2	G2 Strobe Light / Red LED	\$ 661.50	\$ 595.35	\$ 1,786.05	

STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,291.67	\$ 2,062.50	\$ 2,062.50	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,250.00	\$ 1,125.00	\$ 1,125.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 625.00	\$ 562.50	\$ 562.50	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	1.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 7,720.41	\$ 6,948.37	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 7,720.41	\$ 6,948.37	\$ -	

STATION 01	System:	\$ 73,233.66
	Shipping:	\$ 1,493.00
	Warranty & Support:	\$ -
	Estimated Tax:	\$ 6,184.05
	STATION SUBTOTAL:	\$ 80,910.71

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/17/2025
Expires: 6/15/2025

Quote SUBMITTED TO:
CITY OF WALLA WALLA, WA
WALLA WALLA FIRE DEPARTMENT

REF PROPOSAL
WA_WALA002 vQV5 STATION-LEVEL

STATION 02

Based from USDD G2 Fire Station Alerting System Design Drawing # USDD.WA_WAWA.FS01_FS02.FSA.2025.02.04

STATION SYSTEM LICENSES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	G2-VA	G2 VOICEALERT - Single Station License.	\$ 1,433.25	\$ 1,289.93	\$ 1,289.93	
	Ea/Yr	USDD	24	G2-APP-DLA	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage.	\$ 15.00	\$ 13.50	No Charge	

STATION SYSTEM CONTROLLER									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Kit	USDD	1	ATX	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
	Kit	USDD	1	ATX-EXP	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	\$ 7,838.00	\$ 7,054.20	\$ 7,054.20	
	Kit	USDD	2	ATX-E	Rack Mount Ears for ATX or EXP	\$ 76.22	\$ 68.60	\$ 137.20	
	Ea	TBD	2	UPS-STD	ATX UPS, Standard	\$ 1,017.64	\$ 915.88	\$ 1,831.75	
	Ea	TBD	2	UPS-WMB	Shelf/Bracket, Wall-Mount for UPS	\$ 77.25	\$ 69.53	\$ 139.05	

STATION SYSTEM PERIPHERAL COMPONENTS									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	2	PB-B	Push Button, Standard (Black)	\$ 126.50	\$ 113.85	\$ 227.70	
	Ea	USDD	3	PB-R	Push Button, Emergency (Red)	\$ 126.50	\$ 113.85	\$ 341.55	
	Ea	USDD	4	MR-2	G2 MESSAGE REMOTE 2 Module	\$ 1,753.75	\$ 1,578.38	\$ 6,313.50	
	Ea	USDD	1	USDD-LCD-SIGN	G2 LCD MESSAGE SIGN / 28" Active Screen width / Configurable display	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00	
	Ea	TBD	1	MS-MNT	MS Mount - Articulating, Long reach	\$ 390.00	\$ 351.00	\$ 351.00	
	Ea	USDD	6	RR-2	G2 ROOM REMOTE 2 Module	\$ 2,275.35	\$ 2,047.82	\$ 12,286.89	
	Ea	USDD	6	SPK-LED-FM	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	\$ 374.00	\$ 336.60	\$ 2,019.60	
	Ea	USDD	0	SPK-LED-SM	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	\$ 374.00	\$ 336.60	\$ -	
	Ea	USDD	2	SPK-OAS	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light	\$ 1,575.00	\$ 1,417.50	\$ 2,835.00	
	Ea	USDD	20	SPK-STD-FM	SPEAKER - STANDARD, FLUSH Mount, 70v	\$ 132.30	\$ 119.07	\$ 2,381.40	
	Ea	USDD	0	SPK-STD-SM	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	\$ 132.30	\$ 119.07	\$ -	
	Ea	USDD	2	SPK-W-SM	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	\$ 373.75	\$ 336.38	\$ 672.75	

	Ea	USDD	3	STR-2	G2 Strobe Light / Red LED	\$ 661.50	\$ 595.35	\$ 1,786.05	
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STATION SYSTEM SERVICES									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	Ea	USDD	1	ST-SU	Station Configuration & Start-Up	\$ 2,291.67	\$ 2,062.50	\$ 2,062.50	
	Ea	USDD	1	ST-PM	Station Project Management	\$ 1,250.00	\$ 1,125.00	\$ 1,125.00	
	Ea	USDD	1	ST-ES	Station Engineering / Design Services	\$ 625.00	\$ 562.50	\$ 562.50	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	YR	USDD	1.0	RS-1YR-STD	[STANDARD] 1st YEAR WARRANTY & SUPPORT	\$ 7,034.76	\$ 6,331.28	no charge	
	YR	USDD	0.0	RS-AYR-STD	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT	\$ 7,034.76	\$ 6,331.28	\$ -	

STATION 02	System:	\$ 67,062.81
	Shipping:	\$ 1,442.00
	Warranty & Support:	\$ -
	Estimated Tax:	\$ 5,634.84
	STATION SUBTOTAL:	\$ 74,139.65

Warranty & Support Notes:
<p>Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.</p> <p>For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.</p>

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

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WA_WALA002 vQV5

G2 FSA SYSTEM TRAINING

G2 FSA SYSTEM TRAINING									
Item	Unit	Mfr	Qty	Part No.	Description	US List Unit	QUOTE UNIT	QUOTE EXT	
	LOT	USDD	1	TRA-IC-O	Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	\$ 7,043.75	\$ 6,339.38	6,339.38	
	LOT	USDD	0	TRA-IC-AZ	Training - Installation Contractor - At Arizona Training Facility / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	\$ 3,593.75	\$ 3,234.38	-	

G2 FSA SYSTEM TRAINING	System Total:	6,339.38
	Shipping Total:	-
	System Subtotal	-

G2 FSA SYSTEM TRAINING TOTAL:	6,339.38
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1835 E. S; USDD-LCD-SIGN
 Tempe, Arizona 85281
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DATE: 3/17/2025
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CITY OF WALLA WALLA, WA
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Section Totals

SECTION TOTALS	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
SUBTOTAL	55,369.39
Includes:	
PRIMARY DISPATCH G2 FSA SYSTEM :	55,076.00
PRIMARY DISPATCH MOBILE APP SERVICE :	-
PRIMARY DISPATCH MAPPING SERVICE :	-
PRIMARY DISPATCH WARRANTY & SUPPORT :	-
PRIMARY DISPATCH G2 FSA SYSTEM ESTIMATED TAX:	293.39
Notes: One (1) Dispatch Center System currently proposed/included. Quote is for virtual servers and doesn't include the cable needed to connect Gari to Customer Radio system (will need to be determined at a later date).	
STATION-LEVEL SUBTOTAL	
	161,389.74
Includes:	
STATION 01 SYSTEM:	74,726.66
STATION 01 WARRANTY & SUPPORT:	-
STATION 01 ESTIMATED TAX:	6,184.05
Includes:	
STATION 02 SYSTEM:	68,504.81
STATION 02 WARRANTY & SUPPORT:	-
STATION 02 ESTIMATED TAX:	5,634.84
Includes:	
G2 FSA SYSTEM TRAINING:	6,339.38
Notes: Two (2) Fire Station system currently proposed. Quote does include install training on site in Walla Walla.	

US Digital Designs System Total: \$ 216,759.12

TERMS AND CONDITIONS OF USDD PRODUCT SALES

These U.S. Digital Designs, Inc. terms and conditions of sale (“Terms and Conditions”) are effective March 1, 2022 (the “**Terms and Conditions Effective Date**”), and supersede all prior versions covering the sale of products and related services (collectively, “**Products**”, as defined more specifically below) by U.S. Digital Designs, Inc. (“**USDD**”). References to “**Customer**”, “**you**”, or “**your**” all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with USDD that specifically references these Terms and Conditions (collectively, the “**Agreement**”) set forth the entire agreement between the parties relating to your purchase of USDD Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

ORDERS. Orders (including any revised and follow-on orders) (each, an “**Order**”) for USDD Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by USDD and shall include the following information: purchase order number; customer’s legal name and billing address; Customer’s shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. USDD’s acknowledgment of its receipt of an Order shall not constitute acceptance of such Order. An Order is deemed to be accepted upon the earlier of (i) USDD’s written acceptance or (ii) shipment of the Products specified in the Order.

Any conflicting, additional, and/or different terms or conditions on Customer’s Order or any other similar instrument are deemed to be material alterations and are rejected and not binding upon USDD. USDD’s acceptance of Customer’s Order is expressly conditioned upon Customer’s assent to the terms and conditions contained herein in their entirety. Customer’s acceptance of delivery from USDD constitutes Customer’s acceptance of these terms and conditions in their entirety.

REMITTANCES. All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by USDD.

QUOTE PRICING. This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.

PAYMENT.

- 4.1. **Invoicing & Payment.** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys’ fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
- 4.2. **Payment Disputes.** Any disputes must be provided to USDD as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
- 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from USDD, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
- 4.4. **Credit Card Payments.** All USDD quotes are developed for the Customer with the understanding the eventual any purchase of the Products listed thereon will be facilitated using subject to USDD’s standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.

SURCHARGES.

- 5.1. In addition to any Product repricing under Section 8.2, USDD may, from time-to-time and in its sole discretion, issue surcharges on new and existing Orders in order to mitigate and/or recover increased operating costs arising out of or related to, without limitation: (a) foreign currency exchange variation, (b) increased cost of third-party content, labor and materials, (c) impact of government tariffs or other actions, and (d) any conditions that increase USDD’s costs, including without limitation increased labor, freight, material or supply costs, or increased costs due to inflation (collectively, “**Surcharges**”). Such Surcharges will not be considered a “price increase” as contemplated hereunder and will be effective upon notice to Customer. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.

- 5.2. USDD will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, USDD may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.

CANCELLATION AND SUSPENSION. Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the Order.

TAXES. USDD's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "**Taxes**"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes USDD with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse USDD for any such payments made by USDD.

8. SHIPPING/DELIVERY/RISK OF LOSS.

- 8.1. **Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. USDD and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.
- 8.2. **Future Delivery and Repricing.** USDD will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. USDD will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, USDD may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the USDD Products included in the Order. USDD will include any repricing in its final invoice related to the Order.
- 8.3. **Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay USDD a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order Customer has not taken delivery of the Products in the Order. USDD will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.
- 8.4. **Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) USDD's point of shipment ("USDD Dock") for all shipments (except that USDD is responsible for obtaining any export license), and (ii) F.O.B. USDD Dock for all domestic shipments. For shipments from a USDD Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. USDD shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND USDD'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF USDD, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT USDD'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A USDD AUTHORIZED REPRESENTATIVE.

- 9.1. **Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless USDD has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "**Defects**") for 12 months from the date of shipment to Customer ("**Warranty Period**"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

9.2. Product Defects. If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, USDD, at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the same USDD Fire Station Alerting System for which the warranty claim is made.

9.3. Procedure for Warranty Claims.

9.3.1. Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

9.3.2. Customer shall be responsible for appropriately packing and shipping Products, to USDD for repair, and shall bear all risks and costs associated withof, shipping any Product to USDD for repairthe same. USDD shall be responsible for, and bear all risks and costs of, returning any Product to Customer after repair or replacement, but Customer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products. A replacement Product will be returned to Customer configured as it was when the Product was originally purchased, subject to applicable updates.

9.4. Return Material Authorization Process. If a Customer makes a warranty claim for a Product during the Warranty Period, the Customer shall provide USDD with the Product model and serial number and failure information to initiate the RMA process. Upon USDD's issuance of the RMA, USDD will send the replacement Product, shipped postage paid ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Product is shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Product that the Customer is returning. The original Product must be returned in the shipping box provided by USDD. No goods will be accepted for exchange or return without a pre-approved RMA number or which have not been properly packaged in USDD's shipping box to ensure that goods are not damaged due to improper packing and the shipping process. The original Product must be shipped back within 10 days of receiving the replacement. Failure to return the original Product, or failure to return in an appropriate manner, will cause Customer to incur a replacement charge equal to full market value of the replacement Product.

9.5. No Fault Found. USDD reserves the right to charge 50% of the standard repair price if the returned Product is found to have no defect covered by the Warranty. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, USDD shall invoice Customer for the full market value of the replacement Product.

9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.

9.6.1. USDD does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. USDD further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.

9.6.2. USDD does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the Products unless USDD has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.

9.6.3. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.

9.6.4. USDD cannot warrant nor support any system not using USDD-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of USDD; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of USDD's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO USDD FOR THE PRODUCTS GIVING RISE TO THE CLAIM. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST USDD MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.

SOFTWARE PRODUCTS. All software Products delivered by USDD to Customer or for which USDD provides access, including, without limitation, USDD's mobile application software and Products with embedded software or firmware (collectively, "**Software**") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by USDD and Customer's fire station alerting system (the "**License**"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by USDD with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "**Intellectual Property**" means any and all rights of USDD related to USDD's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

REMOTE ACCESS TO THE SYSTEM.

- 14.1. Remote Access.** USDD requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide USDD support personnel VPN or similar remote network access to the Products for USDD support personnel ("**Customer Support**") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. USDD will only access Customer's Products with the knowledge and consent of Customer. USDD will not access any other systems or data.
- 14.2. Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on USDD devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 14.3. Timely Access.** Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 14.4. Physical Security Tokens.** USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens, this may delay after hours service.

GOVERNING LAW. This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

DISPUTE RESOLUTION/ARBITRATION. Before either USDD or Customer initiate any dispute resolution process related to the Agreement, they must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then USDD and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are not inconsistent with this Section, in the AAA's Phoenix regional office by a single, neutral arbitrator. Discovery may be conducted either upon mutual consent of the parties or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon USDD and Customer, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. USDD and Customer expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing party shall be entitled to the payment of its reasonable attorneys' fees and costs, as determined by the arbitrator. Each of the parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

FORCE MAJEURE. Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, USDD may provide notice to Customer that it is cancelling its Order.

ACCEPTANCE OF TERMS. This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that these Terms and Conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.

SEVERABILITY. In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

WAIVER. The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

NO JOINT VENTURE. The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.



ar-5650

Pgs. 49-55

City Council - Regular Meeting

Meeting Date: 04/23/2025

Submitted For: Lisa Neissl, Support Services, City Clerk

Add'l Contributors:

Information

ITEM TITLE:

Minutes of the April 7, 2025 Work Session and the April 9, 2025 Regular Meeting.

Attachments

04-07-2025 Minutes

04-09-2025 Minutes

DRAFT

WALLA WALLA CITY COUNCIL Work Session Minutes April 7, 2025

1. CALL TO ORDER

Present: Councilmember Brian Casey; Councilmember Rick Eskil; Councilmember/Mayor Pro Tempore Steve Moss; Councilmember Gustavo Reyna; Councilmember Jeffrey Robinson; Mayor Tom Scribner; Councilmember Monte A. Willis

City Staff in attendance: City Manager Elizabeth Chamberlain; Deputy City Manager Preston Frederickson; Parks & Recreation Director Andy Coleman; Fire Chief Eric Wood; Deputy Fire Chief Fred Hector; WESCOM Manager Esther Click; Finance Director Liz Moeller; City Clerk Lisa Neissl

Attendees: Amanda Nelson, Parks, Recreation & Urban Forestry Advisory Board Member

Mayor Scribner called the meeting to order at 4:00 p.m.

2. ACTIVE AGENDA

A. Ballot Proposition to create a Metropolitan Park District

Staff provided information on the proposal from the Parks Visioning Task Force to place the creation of a Metropolitan Park District on the ballot for a vote of the people.

There was discussion on:

- The level of services provided based upon current funding sources.
- The number of parks the city currently has and the goal to meet the standard of having a park within 1/2 mile walking distance of all residents.
- The MPD would be a permanent entity with no sunset clause included, thus providing an ongoing funding source for improvements and additions to the city parks and recreation offerings.
- The logistics and costs to hold a special election.
- The general fund would continue to pay as it has, with the MPD funding used to improve and increase services.
- The work of the Visioning Task Force and the methodology used to select and prioritize projects.
- Various elements of the planned improvements and additions to the offerings.
- The need for an extensive nine-month communication plan to ensure the vision is well communicated to the voters.
- The benefit of borrowing to make improvements up front and using MPD funds to pay back the loan as opposed to funding small improvements as funds are collected.
- The potential to leverage funds through grant matching dollars has a larger impact.
- Options on what tax rate to propose.
- How tax discounts are considered in estimating revenue that may be received.
- The alignment of this proposal with the Northwest Ordinance of 1787 in relation to the requirement of government to provide parks.

B. Fire Station Alerting and Automated Dispatch upgrade

Staff gave a presentation on how the current dispatch system works for fire emergency response and a comparison of the improvements for staff health and well-being as well as better response time from the proposed upgrade.

There was discussion on:

- The impacts on overall health when a person is subjected to sudden sleep disruption continuously.
- The new system would be set up to only alert those who are assigned to the emergency call while letting the others remain resting undisturbed.
- The system details, implementation process, and maintenance process.

- How the new system may help dispatch staff in their customer service to callers.
- The shift schedules of firefighters allow better rest and recovery.
- A comparison of the current tones and how the new system would have more of a gradual ramp-up alert.
- The proposed funding mechanism for the upgrade.

3. MEETING ENDS

There being no further business, the meeting ended at 5:51 p.m.

Approved:

Attest:

Mayor

City Clerk

DRAFT

WALLA WALLA CITY COUNCIL Regular Meeting Minutes April 9, 2025

1. CALL TO ORDER

Present: Councilmember Brian Casey; Councilmember Rick Eskil; Councilmember/Mayor Pro Tempore Steve Moss; Councilmember Gustavo Reyna; Councilmember Jeffrey Robinson; Mayor Tom Scribner; Councilmember Monte A. Willis

City Staff in attendance: City Manager Elizabeth Chamberlain; Deputy City Manager Preston Frederickson; City Attorney Tim Donaldson; Parks & Recreation Director Andy Coleman; WESCOM Manager Esther Click; Communication Manager Brenden Koch; City Clerk Lisa Neissl

Mayor Scribner called the meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE- Led by Councilmember Eskil.

3. PRESENTATIONS AND PROCLAMATIONS

A. Proclamation - Vic Walker Day - Friday, April 25, 2025

Mayor Scribner read a proclamation declaring April 25, 2025, as Vic Walker Day.

B. Proclamation - Public Safety Telecommunicators Week, April 13-19, 2025

Mayor Scribner read a proclamation declaring the week of April 13 to 19 as Public Safety Telecommunicators Week.

C. Proclamation - 2025 Community Development (CDBG) Week - April 21-25, 2025

Mayor Scribner read a proclamation declaring April 21 to 25 as the 2025 Community Development (CDBG) Week.

D. Proclamation - Equity and Unity Day - April 27, 2025.

Mayor Scribner read a proclamation declaring April 27, 2025 as Equity and Unity Day.

4. PUBLIC COMMENTS:

Paris Wyckoff expressed concerns about a water issue near her home on Woodland Avenue. Andrew Hunt expressed concerns about the chalking law.

5. CONSENT AGENDA

Staff introduced consent agenda items A through D as follows:

- A. Resolution 2025-032: Directs City Staff to maintain the planter strips along privately-owned residential properties along the Pine Street - 2nd to 9th project.
Moved to Active Agenda Item A-1
- B. Resolution 2025-033: Accepts grant from the Association of Washington Cities in the amount of \$76,216 for facility energy audits
- C. Resolution 2025-034: Authorizes a professional services contract with Ameresco to conduct energy audits at City facilities
- D. Approves the minutes of the March 24, 2025, Work Session and the March 26, 2025, Regular Meeting.

Consent Item A was moved to the active agenda as Item A-1.
At the request of Council, staff provided information on items B and C.

Moved by Councilmember/Mayor Pro Tempore Steve Moss, **seconded by** Councilmember Brian Casey to approve consent agenda items B through D as presented and discussed.

Yes: Councilmember Brian Casey, Councilmember Rick Eskil, Councilmember/Mayor Pro Tempore Steve Moss, Councilmember Gustavo Reyna, Councilmember Jeffrey Robinson, Mayor Tom Scribner, Councilmember Monte A. Willis

Carried - Unanimously

6. ACTIVE AGENDA

- A 1. Resolution 2025-032: Directs City Staff to maintain the planter strips along privately-owned residential properties along the Pine Street - 2nd to 9th project. - **Formerly Consent Agenda Item A**

Staff provided information on the proposed planter strips.

Public comment: Paris Wyckoff commended staff on communication regarding the project. R.L. McFarland spoke and asked questions about shared use paths and communication with residents in the project.

Staff provided information about how residents in the area were notified.

There was additional discussion about parking in the planter strips after this improvement and how that would be managed.

Moved by Councilmember Jeffrey Robinson, **seconded by** Councilmember/Mayor Pro Tempore Steve Moss to approve Resolution 2025-032 directing City Staff to maintain the planter strips along privately-owned residential properties along the Pine Street - 2nd to 9th project as presented.

Yes: Councilmember Brian Casey, Councilmember Rick Eskil, Councilmember/Mayor Pro Tempore Steve Moss, Councilmember Gustavo Reyna, Councilmember Jeffrey Robinson, Mayor Tom Scribner, Councilmember Monte A. Willis

Carried - Unanimously

- A 2. Resolution 2025-035: Accepts a Connecting Housing to Infrastructure (CHIP) grant from the Washington State Department of Commerce to support the construction of the Habitat for Humanity Peyton Lane Project.

Staff gave a presentation about the Peyton Lane infill project to add additional affordable housing by Habitat for Humanity.

Jett Richardson of Habitat for Humanity spoke about the partnership and provided information on the project and answered questions from the council about how families worked to create "sweat equity" in the home. He explained how this process helps to build community and confidence in the new homeowners so they have the competence and confidence to maintain the home. He spoke about the timeline and their hope to have the first duplex constructed by the end of this year. He also noted that the City of Walla Walla is the first city in the area to partner in a Habitat for Humanity project.

Moved by Councilmember Gustavo Reyna, **seconded by** Councilmember Jeffrey Robinson to approve Resolution 2024-035 accepting a Connecting Housing to Infrastructure (CHIP) grant from the Washington State Department of Commerce to support the construction of the Habitat for Humanity Peyton Lane Project.

Yes: Councilmember Brian Casey, Councilmember Rick Eskil, Councilmember/Mayor Pro Tempore Steve Moss, Councilmember Gustavo Reyna, Councilmember Jeffrey Robinson, Mayor Tom Scribner, Councilmember Monte A. Willis

Carried - Unanimously

B. Decision on whether to return to a printed City Central Newsletter

Staff gave a presentation on the change to an electronic City Central Newsletter.

Public comment: Barbara Clark provided a handout of information and spoke about her desire to reinstate a printed copy of the newsletter in the utility bills. R.L. McFarland commented about who received utility bills with a newsletter in regards to rental properties, and asked questions about how tenants would receive a newsletter.

There was discussion on:

- The responsibility of the government and residents to inform and be informed.
- The changes in how the public communications are becoming more electronic and now include text messaging.
- How some people value the printed word.
- The funds previously used for printing will be used to add a text messaging communication platform.
- How to determine the number of people who read the various formats of the newsletter.
- The multi-prong approach to communication with the public.
- The need for additional time to gather more data to make an informed decision.
- Potential future changes to US Postal Service processes which could delay delivery of physical copies.
- Options for offering choices about how to receive the newsletter.
- The expanded size of the newsletter without restrictions to an 11x17 size format.

Moved by Mayor Tom Scribner, **seconded by** Councilmember Rick Eskil to resume a printed 8 1/2 x 11 newsletter starting in June, in English and Spanish, and review at the end of 2025 to decide to continue the printed version or go electronic.

Discussion continued.

Moved by Councilmember/Mayor Pro Tempore Steve Moss, **seconded by** Councilmember Jeffrey Robinson to **table the motion** to allow staff to prepare options with cost information.

Yes: Councilmember/Mayor Pro Tempore Steve Moss, Councilmember Gustavo Reyna, Councilmember Jeffrey Robinson, Councilmember Monte A. Willis

No: Councilmember Brian Casey, Councilmember Rick Eskil, Mayor Tom Scribner

Carried

C. Approve March 2025 AP Register

Moved by Councilmember/Mayor Pro Tempore Steve Moss, **seconded by** Councilmember Jeffrey Robinson to approve the March 2025 accounts payable register totaling \$4,425,507.05 except for checks 31397 and 31548 totaling \$10,944.08 to Blue Mountain Action Council.

Yes: Councilmember Brian Casey, Councilmember Rick Eskil, Councilmember/Mayor Pro Tempore Steve Moss, Councilmember Gustavo Reyna, Councilmember Jeffrey Robinson, Mayor Tom Scribner, Councilmember Monte A. Willis

Carried - Unanimously

Moved by Councilmember/Mayor Pro Tempore Steve Moss, **seconded by** Councilmember Jeffrey Robinson to approve payment of checks 31397 and 31548 totaling \$10,944.08 to Blue Mountain Action Council. (Councilmember Reyna to abstain.)

Yes: Councilmember Brian Casey, Councilmember Rick Eskil, Councilmember/Mayor Pro Tempore Steve Moss, Councilmember Jeffrey Robinson, Mayor Tom Scribner, Councilmember Monte A. Willis

Other: Councilmember Gustavo Reyna (ABSTAIN)
Carried

- D. Approve the March 2025 Payroll and Benefit Transactions

Moved by Councilmember/Mayor Pro Tempore Steve Moss, **seconded by** Councilmember Gustavo Reyna to approve the payroll ending March 31, 2025.

Yes: Councilmember Brian Casey, Councilmember Rick Eskil, Councilmember/Mayor Pro Tempore Steve Moss, Councilmember Gustavo Reyna, Councilmember Jeffrey Robinson, Mayor Tom Scribner, Councilmember Monte A. Willis

Carried - Unanimously

7. COUNCIL MEMBER MEETING REPORTS

Councilmember Moss reported attendance at the following:

The work session, the agenda setting, the Ad Hoc Housing Committee meeting, the Walla Walla County Health Advisory Committee, the Police Dept. Town Hall, and watched the City Manager give a State of the City presentation to Noon Rotary.

Councilmember Casey reported attendance at the following:

The work session, and the Metropolitan Planning Organization meeting.

Councilmember Reyna reported attendance at the following:

The work session.

Councilmember Willis reported attendance at the following:

The work session, the Arts Commission meeting, and the Ad Hoc Housing.

Councilmember Eskil reported attendance at the following:

The work session, the LEOFF-1 Board meeting, and the Police Dept. Town Hall.

Councilmember Robinson reported attendance at the following:

The work session, the Ad-Hoc Housing Committee meeting, and served soup at the SoupPort.

Mayor Scribner reported attendance at the following:

The work session, the agenda setting, the Bicycle & Pedestrian Advisory Committee meeting, the LEOFF-1 Board meeting, and served soup at the SoupPort.

8. UNFINISHED AND NEW BUSINESS - None.

9. MEETING ENDS

There being no further business, the meeting ended at 8:52 p.m.

Approved:

Mayor

Attest:

City Clerk



ar-5617

Pgs. 56-73

City Council - Regular Meeting

Meeting Date: 04/23/2025

Item Title: Accept, Reject or Modify the 10% Annexation Petition for the 3rd Ave and Whitney Road Annexation

Submitted For: Jon Maland, Development Services Department

Project No:
ANX-25-0001

Financial Comments:

Not applicable at this time. At the 60 percent petition, staff will provide a report which will contain any financial comments or discussion on this annexation.

All Contracts:

Not Applicable

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

City Council shall determine whether to accept, reject or modify the 10 percent annexation petition.

Information

HISTORY:

The City received a 10% Notice to Commence Annexation petition submitted by the property owner(s) for the property at 2304 South 3rd Avenue.

On February 12, 2025, the City Council, via Resolution 2025-008, set April 23, 2025, as the date to consider the annexation petition and determine whether to accept the annexation boundary as submitted, modify the annexation boundary, or reject the annexation.

The future land use designation of the property is Residential with an implementing zoning designation of Neighborhood Residential.

Early notice was provided to the Board of County Commissioners, other County Departments, and Utilities on March 14, 2025. Staff also provided notice, via US mail, to property owners adjacent to the proposed annexation boundary and the petitioners of the annexation.

The notice identified the potential modification to the annexation boundary and provided notice that the Walla Walla City Council would be considering the annexation petition and boundary map at a meeting on April 23, 2025. The recommended modification includes the right of way of South 3rd Avenue to the intersection with Whitney Road and the right-of-way of Whitney Road from the Railroad crossing, east to the intersection with South 3rd Avenue.

On April 2, 2025, the City Annexation Team, which consists of department staff members from Police, Fire, Public Works, Engineering and Planning, met and reviewed the annexation maps and boundary proposal. The Annexation Team concurred with the recommended modified annexation boundary to include the subject right-of-ways.

At the April 23, 2025, City Council meeting, the City Council will determine the following:

- Whether the City Council will accept, reject, or geographically modify the proposed annexation; and
- Whether the annexed territory will be assigned a zoning designation consistent with the land use designation identified in the Walla Walla Comprehensive Plan; and
- Will the annexed territory be assessed and taxed to pay for any outstanding indebtedness of the City of Walla Walla contracted prior to, or existing at, the annexation effective date on the same basis as other property in the City of Walla Walla is assessed and taxed.

POLICY ISSUES:

As identified in the Countywide Planning Policies and the City's Comprehensive Plan, the expectation is that the urban growth area will be annexed into the city. The City plans for the urban growth area in how to provide utility services, future development, accommodate future population growth, and plans for other infrastructure improvements such as future road connections.

The policy discussion is whether to modify the proposed annexation boundary to include properties with outside annexation/utility agreements, to not leave stretches of roadway where two entities have jurisdiction, and to minimize irregular boundaries.

If a portion of the Urban Growth Area remains unincorporated, particularly right-of-way, then construction of roadways and frontage improvements and delivery of services becomes a challenge. For example, snow plowing, road maintenance, signing, striping, etc. are more efficiently provided within one contiguously operating section.

PLAN COMPLIANCE:

STRATEGIC PLAN:

Strategic Initiative 4 - Long-Term : Encourage economic development to strengthen the community.

COMPREHENSIVE PLAN:

Land Use Policy 1.2: Annex and provide services to all lands within the Urban Growth Area (UGA).

Capital Facilities and Utilities Policy 2.2: Provide utility services to areas of the city and UGA based on the following criteria:

- New subdivisions must connect to utilities.
- Proposed new residences within 300 feet of a sewer main must connect to the sewer.
- A proposed residence must connect to the public water system if the lot does not currently have an approved well. Any new well proposed must follow the Walla Walla Municipal Code.
- Property within the UGA shall annex prior to receiving city utilities.

County Wide Planning Policy 2.6.2.3.6, Appx G: Urban growth management agreements shall include a method for sharing net revenues, services and expenses, if appropriate, in annexation of significantly developed residential, commercial or industrial areas through a phased program established for a set period of time. Compensation formulas shall address revenue sources eligible for sharing and take into account shifts in the cost of service obligations. If the cost of service exceeds the amount generated from annexation areas, excess shall be deducted from any ongoing payment previously established. Cross jurisdictional equity should be considered for city to city interactions as well as city to county.

County Wide Planning Policy 2.6.2.3.8, Appx G: Each city shall designate a potential annexation area. Within this area, the city shall adopt criteria for annexation and a schedule for provision of urban services and facilities within the potential annexation area.

County Wide Planning Policy 2.6.2.3.9, Appx G: A city may annex territory only within its designated potential annexation area. All cities shall phase annexation to coincide with the ability to provide a full range of urban services to areas to be annexed.

County Wide Planning Policy 2.6.2.3.10, Appx G: Undeveloped urban areas should be annexed to adjacent cities when urban services become available or are proposed to become available concurrent with development.

Walla Walla County Comprehensive Plan - Amended August 5, 2019: Policy LU-8.5: Encourage annexation of significantly developed residential, commercial, or industrial areas within the UGAs.

ALTERNATIVES:

1. Accept the annexation petition; or
2. Geographically modify the annex boundary; or
3. Reject the annexation petition.

STAFF RECOMMENDATION:

The subject area has been within the City of Walla Walla Urban Growth Area (UGA) since 1996. Because the area is within the UGA, it is anticipated that the land will be annexed, consistent with the Washington State Growth Management Act.

Staff recommends that the adoption of the resolution to include the modification of the annexation boundary/area and continuation of the annexation process.

CITY MANAGER COMMENTS:

Concur with the staff recommendation and approved for City Council action.

Attachments

Res 2025-039

ANX-25-0001 Map

ANX-25-0001 Notice of Initiations
ANX-25-0001 10% Petition
Public Comment

RESOLUTION NO. 2025-039

A RESOLUTION DETERMINING THAT THE CITY OF WALLA WALLA WILL ACCEPT AND GEOGRAPHICALLY MODIFY A PROPOSED ANNEXATION LOCATED AT 2304 SOUTH THIRD AVENUE AND TO DETERMINE OTHER MATTERS RELATED THERETO

WHEREAS, the City of Walla Walla is classified as a Code City under the Revised Codes of Washington State; and

WHEREAS, RCW Ch. 35A.14 provides for annexation by direct petition initiated by the filing of notification on behalf of owners of property in the territory proposed for annexation which is not less than ten percent (10%) of the assessed value of the property to be annexed; and

WHEREAS, the City of Walla Walla has received sufficient notification of intent to annex territory consisting of approximately nine (9) acres of property, generally located at 2304 South 3rd Avenue; and

WHEREAS, RCW 35A.14.120 provides that the City Council shall set a date not later than sixty (60) days after the filing of notification of proposed annexation for a meeting with the initiating parties to determine whether the city will accept, reject, or geographically modify the proposed annexation, and whether it shall require simultaneous adoption of a proposed zoning regulation, and other matters; and

WHEREAS, the Walla Walla City Council passed Resolution No. 2025-008 at the February 12, 2025, regular meeting setting April 23, 2025, as the date for meeting to determine whether the city would accept, reject, or geographically modify the proposed annexation; and

WHEREAS, early notification, as required by Walla Walla Municipal Code Section 20.02.080, of the proposed annexation was provided to the Walla Walla County Board of County Commissioners, Walla Walla County Departments, franchise holders, Fire District No. 4, and the Rural Library District via mail on March 14, 2025; and

WHEREAS, notification of the April 23, 2025, City Council meeting was provided to property owners within and adjacent to the boundary/area and the petitioner on March 14, 2025; and

WHEREAS, the Walla Walla City Council has considered the annexation proposal during a regularly and duly called public meeting of said Council, has given said annexation careful review and consideration, finds that it is an appropriate function for the City to accept the proposed annexation boundary as provided herein, and continue the annexation process with the 60% annexation petition.

NOW THEREFORE, the City Council of the city of Walla Walla do resolve as follows:

Section 1: The Walla Walla City Council hereby determines that it will modify the proposed annexation area from approximately nine (9) acres to approximately 11.57 acres, to include the subject right-of-way of South 3rd Avenue and Whitney Road, being generally described as follows and as shown in Exhibit A:

Beginning at a point in the South line of Lot 3 of Section 32 in Township 7 North, of Range 36 East of the Willamette Meridian, where the west line of the county road intersects said South line, which point is 30 feet west of the southeast corner of said lot 3; and running thence west,

along the south line of said Lot 3, a distance of 992.32 feet, more or less, to the Easterly line of the Right of Way of the Oregon-Washington Railroad & Navigation Company; thence North 441' west, along the Easterly line of said right of way, a distance of 112.60 feet; thence North 60 07 ' east 1155.10 feet to a point in the west line of said county road; thence south, along the west line of said county road to the point of beginning. Situated in the County of Walla Walla, State of Washington.

The right of way Whitney Road from the east City Limit line of the annexation boundary established under Ordinance 2006-05, easternly to the west line of the Mountain View annexation boundary established under Ordinance A-3062 and the right of way of South 3rd Avenue from the current city limit line established under Ordinances A-2705 and A-1794, south to the intersection of South 3rd Avenue and Whitney Road.

Section 2: The Walla Walla City Council hereby determines that the applicable zoning designation will be consistent with the Walla Walla Comprehensive Plan – Walla Walla 2040 land use designation of Residential. The implementing zone is Neighborhood Residential.

Section 3: The Walla Walla City Council hereby determines that, subject to any applicable exemptions, all property within the area described in Section 1 herein shall be assessed and taxed at the same rate and on the same basis as other property in the City of Walla Walla. In addition, subject to any applicable exemptions, all property within the area described in Section 1 herein shall be assessed and taxed at such a rate and basis to pay for any outstanding indebtedness of the City of Walla Walla contracted prior to, or existing at, the date of annexation.

PASSED by the City Council of the City of Walla Walla, Washington, this 23rd day of April 2025.

Mayor

Attest:

Approved as to form:

City Clerk

City Attorney

Exhibit A:



ANX-25-0001

City Limit Line

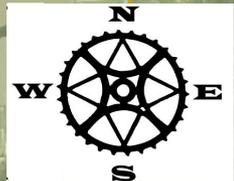
City Limit Line

Annexation Boundary submitted with the 10% petition

ANX-25-0001
Aichele Annexation
South 3rd Avenue and Whitney Road

Proposed Modified Annexation Boundary/Area to include Whitney Road and South 3rd Ave.

Proposed Modified Annexation Boundary/Area to include Whitney Road and South 3rd Ave.





Public Notice of Annexation Initiation

File# ANX-25-0001

(Walla Walla Municipal Code 20.02.080.E.2)

RE: Proposed Annexation into the City Limits of Walla Walla

The City of Walla Walla received an annexation petition submitted by the property owner(s) of 2304 South 3rd Avenue, located at the northwest intersection of South 3rd Avenue and Whitney Road.

You are receiving this notice because your property is adjacent to, or you have filed a special notification request in accordance with Walla Walla Municipal Code (WWMC) Section 20.14.015.

The attached map shows the Annexation boundary submitted with 10% Petition and the area under review for a modified annexation boundary/area.

If you have questions or are interested in having your property included in the annexation boundary, via inclusion on the 60% Petition, please contact me via email at: jmaland@wallawallawa.gov or via phone at (509) 524-4720.

The **Walla Walla City Council** set Wednesday, **April 23, 2025**, at **6:30 p.m.** at the **Walla Walla City Hall** within the **Council Chambers; 15 N. 3rd Avenue, Walla Walla, WA** (N. 3rd Avenue and Rose Street), as the meeting date to consider this petition and to determine whether to:

- Accept, reject, or geographically modify the proposed annexation.
- Whether it shall require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed for the area to be annexed as provided for in RCW 35A.14.330 and 35A.14.340, and
- Whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed.

This is not a public hearing, but public comments will be taken by the City Council on the proposal. Public comments will be taken at the in-person meeting or can be submitted to the City Council c/o the City Clerk via email to: Ineissl@wallawallawa.gov

**For City Council information and agendas visit:
www.wallawallawa.gov/government/city-council**

By accepting the proposed annexation, the City Council is not committing itself to ultimately annexing the territory proposed. The decision to accept merely allows the annexation to move forward procedurally. If the City Council accepts the 10% Notice to Commence Annexation Proceedings, the process continues following submittal of a 60% Annexation Petition.



Initiator Notice of Annexation Initiation
File# ANX-25-0001
(Walla Walla Municipal Code 20.02.080.E.1)

RE: Proposed Annexation into the City Limits of Walla Walla

The City of Walla Walla received an annexation petition submitted by the property owner(s) of 2304 South 3rd Avenue, located at the northwest intersection of South 3rd Avenue and Whitney Road.

The **Walla Walla City Council** set Wednesday, **April 23, 2025**, at **6:30 p.m.** at the **Walla Walla City Hall** within the **Council Chambers; 15 N. 3rd Avenue, Walla Walla, WA** (N. 3rd Avenue and Rose Street), as the meeting date to consider this petition and to determine whether to:

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If you have questions, please contact Development Services via email at permits@wallawallawa.gov or by phone at (509) 524-4710. There is also a frequently asked questions document available on the city's website at <https://wallawallawa.gov/government/development-services/annexations>

A handwritten signature in blue ink, appearing to read "Jon Maland".

Jon Maland, AICP Senior Planner
Development Services Department

Initiator Notice of Annexation Initiation

File# ANX-25-0001

(Walla Walla Municipal Code 20.02.080.E.1)





Agency Notice of Annexation Initiation
File# ANX-25-0001
(Walla Walla Municipal Code 20.02.080.E.3)

RE: Proposed Annexation into the City Limits of Walla Walla

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The **Walla Walla City Council** set Wednesday, **April 23, 2025**, at **6:30 p.m.** at the **Walla Walla City Hall** within the **Council Chambers; 15 N. 3rd Avenue, Walla Walla, WA** (N. 3rd Avenue and Rose Street), as the meeting date to consider this petition and to determine whether to:

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For City Council information and agendas visit:
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A handwritten signature in blue ink, appearing to read "Jon Maland".

Jon Maland, AICP Senior Planner
Development Services Department

Notice provided to:

- Walla Walla County Board of County Commissioners
- Walla Walla County Auditor
- Walla Walla County Assessor
- Walla Walla County Community Development
- Walla Walla County Public Works
- Walla Walla County Treasurer
- Walla Walla Fire District No. 4
- Walla Walla Public School District
- Columbia Rural Electric Association
- Cascade Natural Gas
- Pacific Power
- Walla Walla County Rural Library District
- Charter Communications/Spectrum
- Basin Disposal of Washington LLC
- PocketiNet
- Qwest Corporation/Centurylink

Map:





NOTICE TO COMMENCE ANNEXATION PROCEEDINGS 10% Petition

Annexation Petition Submittal Window: January 1-31 and July 1-31

CITY OF WALLA WALLA, WASHINGTON

TO: Walla Walla City Council

The undersigned, being the owners of not less than 10 percent (10%) in value, according to the assessed valuation of general taxation of the property for which annexation is sought, hereby notify the City Council of the City of Walla Walla of our intentions to commence annexation proceedings to the City of Walla Walla of the following described property. We hereby further request of the City Council to set a date, within sixty (60) days following the City's receipt of this notice, for a meeting with the undersigned parties to determine whether the City of Walla Walla will accept the proposed annexation, whether it shall require the simultaneous adoption of zoning regulations, and whether it shall require the assumption of existing City indebtedness by the area to be annexed. The property in question lies contiguous to the present corporate limits of the City of Walla Walla, and said property is situated in the County of Walla Walla, State of Washington, and is legally described as follows (attach separate sheet).

Dated this 2nd day of 2025

Address, Phone #, and Email	Number of Housing Units	Number of persons in Household	Name of Each Person Residing in Household	Property Owner/Contract Buyer Signature
2304 S. 3rd Ave Walla Walla, WA.	1	1	Roy Aichele	<i>Shelly Franklin</i> <i>Roy Aichele</i>
509-386-8460				
shellyfluvsmf@gmail.com				

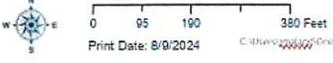
Required Documents:

- Legal Description of Property including the tax parcel numbers
- Vicinity Map showing the proposed annexation boundary
- Application Fee: \$1,600

3rd Ave and Whitney Road



- Fire Hydrant Subtype**
 - ◆ Fire Hydrant
 - ◆ Flushing Hydrant
- Water Main Subtype and LifecycleStatus**
 - Carrier, Inactive
 - Carrier - Active
- Sewer Manhole Manhole Subtype**
 - Sewer Manhole
- Sewer Main SubType and Life Cycle Status**
 - Outfall, Active
 - Force, Active
 - Collector - Active
 - Industrial - Active
 - Overflow - Active



Print Date: 8/9/2024 C:\Users\jg\OneDrive - City of Walla

The City of Walla Walla does not warrant, guarantee or accept any liability for the accuracy, precision or completeness of any information shown or described hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user.



From: [Regan Philavanh](#)
To: [Jon Maland](#)
Subject: Concerns Regarding Aichele Annexation Proposal – File# ANX-25-0001
Date: Friday, April 11, 2025 2:49:46 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Jon,

I hope you're doing well. I'm reaching out in response to the public notice regarding annexation File# ANX-25-0001 (Aichele Annexation – South 3rd Avenue and Whitney Road). As nearby residents, we have several concerns and questions about how this annexation may impact our property and neighborhood, and we would appreciate your clarification and insight. Unfortunately we will not be able to attend the Walla Walla City Council meeting set for April 23rd. However we'd like to express our concerns below.

Property Questions

- Can you confirm whether our property is within the proposed modified annexation boundary or just adjacent to it?
- If included, what impacts will this have on our property?
- Would annexation affect our property taxes?
- Are there any planned developments for the annexed area?

Privacy Concerns

- If new housing is developed in the annexed area, how will the City ensure that the privacy of existing nearby homeowners is protected?
- Will there be any required setbacks, fencing, green buffers, or other measures put in place to maintain residential privacy and separation between new developments and existing homes?

Traffic & Safety Concerns

We're particularly concerned about **traffic flow and safety** in key areas that are already experiencing heavy congestion:

- The intersections of **South 3rd Avenue and Prospect Avenue** along with **Prospect Avenue and Howard Street / Cottonwood Road** are already difficult to navigate during school hours.
- The intersection of **Plaza Way and Whitney Road**, as well as **Whitney Road itself**, is very narrow and sees congestion near the railroad tracks.

Could you please share:

- Whether a traffic flow analysis has been conducted for these intersections?
- If any road widening, traffic safety improvements, or pedestrian improvements are being considered for Whitney Road and surrounding intersections?

Impact on Local Schools

We are also concerned about the strain this annexation might place on nearby schools, especially:

- **Prospect Point Elementary**, which already struggles with overcrowding and limited drop-off/pick-up space.
- The heavily congested intersection of **Howard and Prospect Avenue** during morning and afternoon school commutes.

Questions:

- Has the Walla Walla School District been consulted as part of this process?
- Will a student population analysis be conducted?
- Are there plans to address infrastructure near schools, such as safety crossings, or expanded drop-off areas?
- Will impact fees be used to support local school improvements for Prospect Point and Garrison, if new housing is developed?

Given the significant concerns outlined above—particularly around traffic congestion, school overcrowding, road safety, privacy protections, and the lack of detailed planning—we are firmly opposed to the proposed annexation at this time—we are **firmly opposed to the proposed annexation** at this time.

We respectfully urge the City to reject this proposal or, at minimum, pause the process until a full public review is completed, and the impacts on surrounding neighborhoods, schools, and infrastructure are clearly addressed.

Thank you for your time and consideration. We look forward to staying informed and participating in future discussions.

Kind regards,

Regan & Bouavy Philavanh



ar-5643

Pgs. 74-82

City Council - Regular Meeting

Meeting Date: 04/23/2025

Item Title: Contract with FCS for Operational Study, Long Range Financial Plan, and Fee Model

Submitted For: Elizabeth Chamberlain, City Manager Office

Financial Comments:

Proposed not to exceed amount of \$125,860. Funding is \$75,000 allocated in the 2025 budget to Development Services for a fee study (which is incorporated into the scope of work) and the balance from the Finance Department using credit card fee savings.

All Contracts:

Yes

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Authorize the City Manager to enter into an agreement to conduct an operational analysis, long range financial plan, and develop a fee model for the organization.

Information

HISTORY:

During the preparation and review of the 2025-2026 biennial budget, there was discussion around conducting an organizational assessment and developing a long-range financial plan.

The 2025-2026 biennial budget also includes funds to develop a fee model that will look at a cost of recovery percentage, long-term operational and capital needs, and recommendations on adjusting fees annually for inflation/rising costs.

Staff selected FCS Group to assist with this analysis and effort, as FCS Group is the most qualified and very familiar with city operations, having conducted six-year rate studies for the city's utilities.

POLICY ISSUES:

Contracts exceeding \$50,000 require City Council authorization.

PLAN COMPLIANCE:

STRATEGIC PLAN:

High Performing Organization Key Focus Area

- Strategic Objective 1: Address current and long-term projected gap between available revenue and resources.
Initiative: Fee ordinance (fees for service in the General Fund).

ALTERNATIVES:

1. Direct staff to renegotiate the scope of work/fee
2. Not authorize the City Manager to enter into a contract

STAFF RECOMMENDATION:

Authorize the City Manager to enter into a contract with FCS Group.

CITY MANAGER COMMENTS:

Concur with the staff recommendation and approved for City Council action.

Attachments

Res 2025-040

Scope of Work

RESOLUTION NO. 2025-040

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FCS GROUP, TO CONDUCT AN OPERATIONAL ANALYSIS, PREPARE A LONG-RANGE FINANCIAL PLAN, AND DEVELOP A FEE MODEL FOR THE CITY OF WALLA WALLA, AND TAKING SUCH FURTHER ACTION NEEDED THEREWITH

WHEREAS, the City of Walla Walla passed Municipal Ordinance A-2405 on May 13, 1970 which classified the City of Walla Walla as a nonchartered code city under Title 35A of the Revised Code Washington (RCW); and

WHEREAS, the Walla Walla City Council, by RCW 35A.11.020, and through RCW 35A.13.230, has any authority ever given to any class of municipality or to all municipalities of this state, and all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law, which may be exercised in regard to the regulation or use of real property of all kinds; and

WHEREAS, Walla Walla has “all of the powers which any city of any class may have and shall be governed in matters of state concern by statutes applicable to such cities in connection with such powers to the extent to which such laws are appropriate and are not in conflict with the provisions specifically applicable to code cities” pursuant to RCW 35A.21.160 of the Revised Code of Washington; and

WHEREAS, the Washington Supreme Court held in *U. S. v. Town of Bonneville*, 94 Wn.2d 827, 832, 621 P.2d 127 (1980) that optional code cities organized under RCW Title 35A have “the broadest powers of local self-government consistent with the Constitution of this state.” RCW 35A.01.010. Such municipalities are capable of entering into contracts without restriction[;]”and

WHEREAS, the City of Walla Walla requires professional services not constituting a public work or improvement to provide assistance conducting an operational analysis, preparing a long-range financial plan, and developing a fee model for the city; and

WHEREAS, the City of Walla Walla is authorized to contract for such services in accordance with 1972 Attorney General Opinion No. 24; and

WHEREAS, FCS Group is best qualified to provide assistance to the City; and

WHEREAS, the price of the services is fair and reasonable to City of Walla Walla; and

WHEREAS, the Walla Walla City Council has considered this matter during a regularly and duly called public meeting of said Council, has given this matter careful review and consideration, and finds that good government and the best interests of the City of Walla Walla will be served by passage of this resolution,

NOW THEREFORE, the City Council of the City of Walla Walla resolves as follows:

Section 1: The City Manager of the City of Walla Walla is authorized, empowered and

directed to execute an agreement with FCS Group to provide assistance conducting an operational analysis, preparing a long-range financial plan, and developing a fee model for the city, and to perform related services.

Section 2: The City Manager of the City of Walla Walla is hereby authorized and empowered to execute amendments, modifications, and change orders to the contract approved by section 1 herein on behalf of the City of Walla Walla, provided that sufficient appropriations have been made by the Walla Walla City Council, and provided further the aggregate value of all amendments, modifications, and change orders may not exceed \$50,000.00.

Section 3: The City Manager of the City of Walla Walla is also hereby authorized and empowered to execute amendments, modifications, and change orders to the contract authorized by section 1 herein, which do not materially alter such contract, and also do not increase the financial obligations beyond amounts authorized by sections 1 and 2 herein.

Section 4: The City Clerk of the City of Walla Walla is hereby authorized and directed to attest the contract and any amendments, modifications or change orders authorized by this resolution, and to attach to each duplicate thereof a copy of this resolution.

PASSED on April 23, 2025 by the Walla Walla City Council.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



April 4, 2025

Elizabeth Chamberlin, City Manager
 City of Walla Walla
 15 N 3rd Ave
 Walla Walla, WA 99362

Re: Proposal for Operational Analysis and Long-Term Financial Plan UPDATED SCOPE

Dear Elizabeth:

Thank you for the opportunity to submit a proposal to develop an operational analysis and long-term financial plan for the City of Walla Walla. We understand that the City wishes to:

- Assess the operational structure and cost recovery needs of major departments including but not limited to Parks & Recreation and Development Services.
- Evaluate selected Parks & Recreation, Development Services and other City fees as requested.
- Prepare a long-term financial plan forecasting revenues and expenditures for a 10-year period with recommendations and scenarios for revenue enhancement and expenditure reduction.

SCOPE OF SERVICES

This proposal is divided into two parts, **Part A** the Operational Analysis and **Part B** the Long-Term Financial Plan. Both of these parts will begin concurrently.

PART A: OPERATIONAL ANALYSIS

TASK A-1: PROJECT INITIATION AND PLAN FOUNDATION

FCS will conduct a virtual kickoff meeting with the City's project manager and the appropriate City staff for introductions and to determine up to three (3) key programs and focus areas to be evaluated in the study including objectives, timelines, methodologies, and project milestones. The following examples are for possible program focus areas:

- Recreation programs such as golf and parks
- Building permits/plan reviews/engineering
- GIS Services

This meeting will also discuss focus areas for the study and identify key staff liaisons for each City department that will be part of the study. FCS will submit a data request to the City that will request all relevant information for the project including organizational charts, department budgets and staffing

information, relevant policy and planning documents and all other materials that may be required to for the analysis.

TASK A-2: ORGANIZATIONAL ASSESSMENT

This task will assess programs and focus areas that are agreed upon by City Staff in Task A-1 to evaluate. The evaluation will assess the following:

- Program cost of service and budgetary information
- Staffing levels
- Fees directly related to the department/program
- Cost recovery levels of the Department/Program
- Department/program performance measures

This assessment will also collect information on any future changes in expenses and workload for each department and program evaluated by conducting interviews with department heads and program managers/leads to gather opinions regarding the current operating environment, budget and staffing issues and future challenges and opportunities.

FCS will have a total of three (3) onsite meetings, one for each of the three programs selected.

This task will also include sufficient budget for follow-up virtual meetings and communications for staff for each of the three programs/focus areas selected.

TASK A-3: COMPARATIVE ANALYSIS

FCS will research and prepare a comparative analysis of up to four (4) other similar jurisdictions focused on agreed upon program comparisons evaluating program fees and other measures. FCS will coordinate with City staff to identify readily available performance metrics to include in the survey. Examples of potential metrics include employee time and effort per program and fee, parks maintenance efforts, recreation program statistics, court processing metrics, or other related metrics.

TASK A-4: DEVELOPMENT OF FEE MODEL

This task will incorporate data gathered from City staff and the comparative analysis to develop a rate model for the programs examined based on increased cost recovery and organizational changes.

The model will include the following goals per program:

- Increased cost recovery including fee changes
- Changes to staffing levels
- Consolidation or reorganization of programs and services



- Long-term operational and capital needs
- Service demand assumptions
- Recommendation on adjusting fees for inflation and rising costs for the programs and services examined.

TASK A-5: TECHNICAL MEMORANDUM AND STAFF INPUT

This task will include two (2) virtual meetings with the City and developing a technical memorandum that will include the following:

- Summary of current program status, strengths, and deficiencies based on data gathered in Task A-2.
- Organizational analysis detail and comparisons with other agencies evaluated in Task A-3.
- Recommendations for changes to programs and rates incorporating the model and scenarios developed under Task A-4.

TASK A-6: PUBLIC MEETINGS, PRESENTATIONS AND UPDATES

Based on input gathered from Task A-5, an updated memorandum and presentation will be presented to up to two (2) remote board/committee meetings and up to one (1) in-person Council meeting.

FCS will also provide at least one (1) virtual follow-up meeting to update City staff and the Council as needed after the findings and report are presented.

PART B: LONG TERM FINANCIAL PLAN

TASK B-1: PROJECT INITIATION AND PLAN FOUNDATION

FCS will conduct a virtual kickoff meeting with the City's project manager and the appropriate City staff for introductions and to determine objectives, timelines, methodologies, and project milestones. FCS will submit a data request to the City that will request relevant information for the project including operating and capital budgets, financial reports, policy and planning documents, and all other materials that may be required to produce the financial forecast and fiscal analysis.

TASK B-2: BUDGET ASSESSMENT

This task will assess current and historical budget information including extensive analysis on the City's general revenues and expenditures to assess the current conditions and identify any structural imbalances that exist in the current or short-term budget outlook. Key measures will be the budget-to-actual



information for the past few budget years, looking at where the city is over/under-budgeting revenues and expenditures.

TASK B-3: BUDGET FORECAST AND LONG-TERM PLAN

FCS will develop a budget forecasting model that is customized to reflect the City's financial structure, revenue and expenditure accounts, and historical budget information. This model will forecast needs over a 10-year planning horizon. This task includes the preparation of up to three (3) scenarios based on variations in key assumptions or parameters of interest to the City.

TASK B-4: DISCUSSIONS WITH CITY STAFF ON PRELIMINARY FINDINGS

This task will include two (2) virtual meetings with the City and developing a high-level technical memorandum on the preliminary forecast and forecast scenarios. The memorandum will include findings such as:

- Current financial condition of the City's general funds, identifying current areas of concern with revenues/expenditures.
- 10-year forecast including up to three scenarios that include changes to revenue and expenditure assumptions as agreed to by the City.

TASK B-5: TECHNICAL MEMORANDUM, PRESENTATION OF FINDINGS AND UPDATES

This stage of the project will include a presentation of technical memorandum including recommendations for changes to revenues and expenditures and identifying revenue options for the City. This stage will include one (1) virtual meeting with City staff and one (1) in-person or virtual meeting with the City Council to present the findings including a PowerPoint presentation.

FCS will provide at least one (1) virtual follow-up meeting to update City staff and council as needed after the findings and report are presented.

TIMELINE AND MILESTONES

The timeframe for completing the study will depend on various factors including the ability of City staff to provide requested data and direction in a timely manner, the relative quality of the data, and the ability to schedule meetings around the schedules of key participants. The City and FCS will agree on a schedule for specific milestones for the organization assessment in Part A. For Part B, the Long-Range Financial Plan, the project should be completed within 3-4 months of receiving the requested data.



COST SUMMARY

The following cost summary includes the estimated time and effort for each part of the project and totals **\$125,860**, including a \$1,000 travel budget for in-person meetings and a \$10,000 contingency (requiring City approval) to cover any additional needs, meetings, and requests.

Technical Tasks	Principal	Project Manager	Senior Analyst	Admin Support	Total Hours	Total Budget
PART A: Operational Analysis						
Task A-1: Project Initiation & Plan Foundation	2	10	10	6	28	\$5,460
Task A-2: Organizational Assessment	4	40	60		104	\$21,600
Task A-3: Comparative Analysis		10	40		50	\$9,700
Task A-4: Development of Fee Model	4	20	60		84	\$17,000
Task A-5: Technical Memorandum & Staff Input	4	20	30		54	\$11,450
Task A-6: Public Meetings & Presentations	2	30	20		52	\$11,250
PART B: Long Range Financial Plan						
Task B-1: Project Initiation & Plan Foundation	2	10	10		22	\$4,800
Task B-2: Budget Assessment		10	20		30	\$6,000
Task B-3: Budget Forecast and Long-Range Plan	2	20	40		62	\$12,650
Task B-4: Discussions with City Staff on Preliminary Findings		10	10		20	\$4,150
Task B-5: Draft Report, Presentation of Findings and Updates	2	20	30		52	\$10,800
TOTAL TECHNICAL	22	200	330	6	558	\$114,860
Billing Rate	\$325	\$230	\$185	\$110		
Travel Expenses						\$1,000
Plus: Contingency (Additional Work as Needed)						\$10,000
TOTAL AMOUNT						\$125,860

The fee estimate above is valid through May 31, 2025 – beyond that date, it will be subject to repricing based on our prevailing hourly billing rates.

We look forward to the opportunity to work with the City of Walla Walla on this project. Please do not hesitate to contact us if you have any questions about this proposal.

Respectfully,

T. Robert Hamud, MPA
Project Manager