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WALLA WALLA CITY COUNCIL

Regular Meeting Agenda

July 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/83721941727> or by calling 253-215-8782 and entering meeting ID 837 2194 1727#.

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

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. 3-5 Resolution 2025-058: Approves surplus items per City purchasing guidelines.

B. Pgs. 6-12 Approves the minutes of the June 23, 2025, Work Session and the June 25, 2025 Regular Meeting.

6. ACTIVE AGENDA

A. Pgs. 13-18 Resolution 2025-059: Authorizes the scheduled and budgeted replacement purchases of 11 City fleet vehicles and equipment at a total purchasing cost of \$1,358,860.

- B. Pgs. 19-23 Resolution 2025-060: Authorizes applying for and accepting a Public Works Trust Fund loan of up to \$10M for improvements at the Wastewater Treatment Plant.
- C. Pgs. 24-75 Resolution 2025-061: Adopts Written Findings to Support Rejection of a Development Agreement Proposed by Cottonwood Investors, LLC and Taking Such Further Action Needed Therewith
- D. Pgs. 76-78 Approve the June 2025 Payroll and Benefit Transactions.
- E. Pgs. 79-96 Approve June 2025 Accounts Payable Register.

7. COUNCIL MEMBER MEETING REPORTS

8. UNFINISHED AND NEW BUSINESS

9. EXECUTIVE SESSION

- A. Executive Session Subject: RCW 42.30.110(1)(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;
- B. Executive Session Subject: RCW 42.30.110(1)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

10. 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-5713

Pgs. 3-5

City Council - Regular Meeting

Meeting Date: 07/23/2025

Item Title: Summer 2025 Surplus

Submitted For: Tim Donaldson, City Attorney

Financial Comments:

N/A

All Contracts:

Not Applicable

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Summer 2025 Surplus items. City department(s) request certain items for surplus which are no longer used, are broken or obsolete, or are rotated via the City's purchasing guidelines. After surplus, the items can be disposed of according to the State Auditors guidelines.

Information

HISTORY:

Periodically, the City surplus items that are no longer useful, are broken, or obsolete and may be disposed of as per City purchasing guidelines.

POLICY ISSUES:

Surplus of capital asses require City Council authorization pursuant to the City's capital asset policy.

ALTERNATIVES:

Not surplus items.

STAFF RECOMMENDATION:

Staff recommends the surplus of WWPDP items and Tech Services department items that are in compliance with the replacement policies.

CITY MANAGER COMMENTS:

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

Attachments

RES 25-XX Summer Surplus Resolution

RESOLUTION NO. 2025-__

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF WALLA WALLA TO SELL OR OTHERWISE DISPOSE OF CERTAIN SURPLUS PROPERTY OF THE CITY OF WALLA WALLA

WHEREAS, the City Administration has determined that certain property of the City of Walla Walla is surplus, and has recommended that the City Council declare said property to be surplus and to authorize its sale at public auction or other disposition as recommended by the City Manager, and

WHEREAS, the Walla Walla City Council has received recommendation and has determined that such property is no longer needed by the City of Walla Walla and should be declared surplus and sold or otherwise disposed of for the common benefit of the citizens of Walla Walla, and

WHEREAS, the Walla Walla City Council has considered this matter during a regular and duly called public meeting of said Council, has given said matter careful review and consideration, and finds that sale or disposal of the property is an appropriate function for the city and that the best interests of the City of Walla Walla, and good government of the city will be served by passage of this Resolution;

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

Section 1: That the following described personal property of the City of Walla Walla is hereby declared to be surplus to the needs of the City of Walla Walla and no longer needed:

Walla Walla Police Dept.

Quantity	Description	S/N	Asset Tag #
1	Ericsson duplexer, asset #01049	1788414	03204

Tech Services Dept.

Quantity	Description	S/N	Asset Tag #
1	Server - Hewlett Packard - ProLiant DL380p G8.	2M230400L3	05536
1	Server - Hewlett Packard - ProLiant DL360p G9.	MXQ51502V8	05837
1	Server - Hewlett Packard - ProLiant DL360p G8	MXQ44803GH	05772
1	Server - Hewlett Packard - ProLiant DL380p G8	MXQ44803GL	05771
1	Server - Hewlett Packard - ProLiant DL380p G8	2M244317NP	05731
1	Server - Hewlett Packard - ProLiant DL360p G8	MXQ516049C	05810
1	Server - Hewlett Packard - ProLiant DL360p G8	MXQ5160499	05808
1	Server - Hewlett Packard - ProLiant DL360p G8	MXQ516049B	05809
1	Network - Switch - Cisco Systems - Catalyst 3750	CAT0946R4E2	
1	Network - Switch - Cisco Systems - Catalyst 3850	FOC2012U01K	06042
1	Network - Web Filter - Barracuda Networks - Web Filter 610	BAR-SF-1257189	05385
1	Server - SAN - Hewlett Packard - MSA 2040	2S6512B028	05812

Section 2: The City Manager of the City of Walla Walla is hereby authorized, to sell or dispose of the above-described surplus equipment in such manner as deemed to be in the best interests of the City of Walla.Walla.

PASSED by the City Council of the City of Walla Walla, Washington, on July 23, 2025.

Mayor

Attest:

Approved as to form

City Clerk

City Attorney



ar-5718

Pgs. 6-12

City Council - Regular Meeting

Meeting Date: 07/23/2025

Submitted For: Lisa Neissl, Support Services, City Clerk

Add'l Contributors:

Information

ITEM TITLE:

Approves the minutes of the June 23, 2025, Work Session and the June 25, 2025 Regular Meeting.

Attachments

06-23-2025 Minutes

06-25-2025 Minutes

DRAFT

WALLA WALLA CITY COUNCIL Work Session Minutes June 23, 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: Deputy City Manager Preston Frederickson; Police Chief Chris Buttice; WESCOM Manager Esther Click; City Clerk Lisa Neissl

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

2. ACTIVE AGENDA

A. Presentation on the proposed Public Safety Ballot Measure: Presentation by Esther Click, WESCOM Manager

Staff gave a presentation on the proposed public safety ballot measure.

There was discussion on:

- The current funding method and its lack of sustainability.
- The very low reserve levels and likelihood of equipment failure.
- Services provided are more than legal requirements.
- Public expectation for continued level of service, and a fundamental expectation that if you call 911 - someone answers.
- Workload of current staff answering both emergency and non-emergency calls.
- Frequently only two staff working at a time.
- During fire season, mobilization incidents are very taxing on 911 dispatchers.
- Equipment being used is as old as 1997 and difficult to repair.
- Funding would allow improvement to infrastructure and improve staffing levels.
- How to communicate the information to the public.
- Educating the public on who WESCOM is and how they operate.
- Social media campaign strategy.
- The tax would not apply to property taxes or many essentials such as groceries.
- Staff has outreach presentations such as this scheduled throughout the community.
- A formal resolution of support by the council.

3. MEETING ENDS

There being no further business, the meeting ended at 5:08 p.m.

Approved:

Mayor

Attest:

City Clerk

DRAFT

WALLA WALLA CITY COUNCIL Regular Meeting Minutes June 25, 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: Deputy City Manager Preston Frederickson; City Attorney Tim Donaldson; City Engineer Neal Chavre; Engineer Monte Puymon; Parks & Recreation Director Andy Coleman; CDBG Coordinator Lydia Caudill; Police Chief Chris Buttice; Deputy Fire Chief Fred Hector; Human Resources Director Pam Taylor; City Clerk Lisa Neissl

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

2. PLEDGE OF ALLEGIANCE

Led by Mayor Scribner.

3. PRESENTATIONS AND PROCLAMATIONS

A. Proclamation - Walla Walla Sweet Onion Month – July 2025

Mayor Scribner read a proclamation declaring July as Walla Walla Sweet Onion Month in the City of Walla Walla.

B. Proclamation - Parks and Recreation Month – July 2025

Mayor Scribner read a proclamation declaring July as Parks and Recreation Month in the City of Walla Walla.

4. **PUBLIC COMMENTS:**

Paul Lynn spoke of concerns regarding the Tiger-Mill watershed project and offered a draft letter for council to send to the U.S. Forest Service. The following people also spoke of their concerns with the project: Bob Carson, Michelle Boyland, Kevin Wright, Holly Farnam, Megan Wright, and Paula Hood.

Tracy Hickman spoke in support of the Tiger-Mill watershed project.

R.L. McFarland requested information on how the public can have conversations with council rather than three-minute public comments.

The council thanked the residents for attending and some expressed their individual opinions on public comment items.

5. CONSENT AGENDA

Staff introduced consent agenda items A and B as follows:

A. Resolution 2025-053: Authorizes the City Manager to enter into intergovernmental agreements for the US 12-Clinton Interchange project. (*Moved to active agenda as Item A-1.*)

B. Resolution 2025-054: Awards the bid for the Sumach Street – 4th to 6th Improvement project to ESF Solutions in the amount of \$827,158.06

At the request of council, item A was moved to the active agenda as item A-1.

At the request of the Council, staff provided information on item B.

Moved by Councilmember Gustavo Reyna, **seconded by** Councilmember/Mayor Pro Tempore Steve Moss to approve Resolution 2025-054 awarding the bid for the Sumach Street – 4th to 6th Improvement project to ESF Solutions in the amount of \$827,158.06.

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

7 - 0 Carried - Unanimously

6. ACTIVE AGENDA

1. Resolution 2025-053: Authorizes the City Manager to enter into intergovernmental agreements for the US 12-Clinton Interchange project. *(Formerly consent agenda Item A.)*

Staff provided information on the proposed interlocal agreements.

Public comment: Andy Pryor expressed concerns and asked why an interchange instead of a roundabout. Bob Carson offered a plan he developed. R.L. McFarland provided additional information related to the Harvey Ranch traffic impact analysis.

There was discussion on the history of council decisions related to the intersection.

Moved by Councilmember Gustavo Reyna, **seconded by** Councilmember Rick Eskil to approve Resolution 2025-053 authorizing the City Manager to enter into intergovernmental agreements for the US 12-Clinton Interchange project.

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

No: Councilmember Monte A. Willis

6 - 1 Carried

2. Public Hearing for the CDBG 2024 Consolidated Annual Performance Evaluation Report (CAPER)

Staff presented the 2024 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant program.

Mayor Scribner opened the public hearing at 8:14 p.m.

Being no testimony, the public hearing was closed at 8:15 p.m.

- B. Resolution 2025-055: Authorizes a professional services contract with David Evans and Associates for construction phase services on the Sumach Street – 4th to 6th Improvement project in an amount not to exceed \$150,572

Staff provided information on the proposed contract.

There was discussion on:

- Funding
- Costs of the contract - time and materials - is a similar rate as WSDOT indirect costs rate.
- Difficulty of hiring engineers.
- Rates are higher for smaller scale projects.

Moved by Councilmember Gustavo Reyna, **seconded by** Councilmember/Mayor Pro Tempore Steve Moss to approve Resolution 2025-055 authorizing a professional services contract with David Evans and Associates for construction phase services on the Sumach Street – 4th to 6th Improvement project in an amount not to exceed \$150,572.

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

No: Mayor Tom Scribner

6 - 1 Carried

- C. Resolution 2025-056: Authorizes a contract amendment with David Evans and Associates for construction phase services and cultural/historic studies for the Bridge Maintenance project.

Staff provided information on the proposed contract amendment.

There was discussion on:

- Additional costs due to WSDOT requirement for cultural resources.
- Grant funding for this project.
- Large number of bridges in the city, many of which are in need of repair.
- Standard practice of engaging the same firm for construction engineering that has the contract for the design phase of a project.
 - The original contract was only for design work and did not include the work of construction oversight.

Moved by Councilmember Gustavo Reyna, **seconded by** Councilmember/Mayor Pro Tempore Steve Moss to approve Resolution 2025-056 authorizing a contract amendment with David Evans and Associates for construction phase services and cultural/historic studies for the Bridge Maintenance project.

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

No: Mayor Tom Scribner

6 - 1 Carried

- D. Ordinance 2025-12: Approves the International Association of FireFighters Local #404 labor contract for 2025-2026.

Staff provided information on the proposed labor contract with the International Association of Fire Fighters Local #404.

There was some discussion on the agreement and process.

Moved by Councilmember/Mayor Pro Tempore Steve Moss, **seconded by** Councilmember Gustavo Reyna to approve Ordinance 2025-12 approving the International Association of FireFighters Local #404 labor contract for 2025-2026.

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

7 - 0 Carried - Unanimously

- E. Approves the minutes of the June 11, 2025 Regular Meeting. (Councilmember Casey to abstain.)

Moved by Councilmember/Mayor Pro Tempore Steve Moss, **seconded by** Councilmember Monte A. Willis to approve the minutes of the June 11, 2025 Regular Meeting. (Councilmember Casey to abstain.)

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

6 - 0 Carried

7. COUNCIL MEMBER MEETING REPORTS

Councilmember Moss reported attendance at the following:

The work session, the agenda setting, the Valley Transit Board meeting, the Chief's Advisory Board, the retirement celebration for Wade Smith, and the Committee on Committees. In addition, he provided a report on the audit exit interview.

Councilmember Casey reported attendance at the following:

The work session and the Water/Wastewater Advisory Committee meeting.

Councilmember Reyna reported attendance at the following:

The work session, the Blue Mountain Action Council Board meeting, the Valley Transit Board meeting, the Walla Walla Community College Board of Trustees meeting, the Committee on Committees meeting, and the WW Community College graduation.

Councilmember Willis reported attendance at the following:

The work session, a meeting regarding a proposed development Northeast of the water treatment plant, and the Committee on Committees meeting.

Councilmember Eskil reported attendance at the following:

The work session, the Blue Mt. Humane Society Board meeting, the Valley Transit Board meeting, and a community meeting with Governor Ferguson at the Port.

Councilmember Robinson reported attendance at the following:

The work session, the Chief's Advisory Board meeting, a wall raising at Hayden Homes, and the Association of Washington Cities conference.

Mayor Scribner reported attendance at the following:

The work session, the agenda setting, the Library Board meeting, a meeting regarding a proposed development Northeast of the water treatment plant, the No Kings parade, gave a welcome to the Exchange district convention, and rode all of the Valley Transit bus routes.

8. UNFINISHED AND NEW BUSINESS

Moved by Councilmember Gustavo Reyna, **seconded by** Councilmember Jeffrey Robinson to make the following appointments to city boards and commissions:

Civil Service Commission – 1 position term begins 7/1/2025 expiring 6/30/2028

Ted Koehler

Historic Preservation - 2 positions terms begin 7/1/2025 expiring 6/30/2028

Jed Salminen

Laurel Dovich

WW Housing Authority - 2 positions

– 1 full term begins 7/1/2025 expiring 6/30/2030

Emily Tillotson

– 1 vacancy term begins immediately expiring 6/30/2029

Terri Silvis

Sustainability Committee - 3 positions terms begin 7/1/2025 expiring 6/30/2028

Shayne Hollandsworth

Elena Velkov

Paul Vandervort

Water and Wastewater Advisory Committee - term begins 7/1/2025 expiring 6/30/2028

Anthony Buttice.

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

7 - 0 Carried - Unanimously

Mayor Scribner spoke about the process to bring back a tabled item.

Moved by Mayor Tom Scribner, **seconded by** Councilmember Monte A. Willis to take off the table the motion from the previous meeting to put a discussion of the Tiger-Mill project on the active agenda and to take action.

Yes: Mayor Tom Scribner, Councilmember Monte A. Willis

No: Councilmember Brian Casey, Councilmember Rick Eskil, Councilmember/Mayor Pro Tempore Steve Moss, Councilmember Gustavo Reyna, Councilmember Jeffrey Robinson

2 - 5 Failed

There was additional discussion on the options to reach out to the Forest Service and discussions with the City Manager on the subject, and the options to gather additional information on the matter.

Moved by Mayor Tom Scribner, **seconded by** Councilmember Monte A. Willis to schedule a Town Hall to invite the public and the Forest Service to discuss the Tiger-Mill project, and schedule the item for the following meeting on the active agenda and the council to take action.

There was additional discussion and an amendment offered:

Moved by Councilmember Jeffrey Robinson, **seconded by** Councilmember Gustavo Reyna to amend the motion into two separate motions, one to schedule the Town Hall, and a separate motion to schedule the item for the council meeting for action.

Yes: Councilmember Brian Casey, Councilmember/Mayor Pro Tempore Steve Moss, Councilmember Gustavo Reyna, Councilmember Jeffrey Robinson

No: Councilmember Rick Eskil, Mayor Tom Scribner, Councilmember Monte A. Willis

4 - 3 Carried

Moved by Mayor Tom Scribner, **seconded by** Councilmember Jeffrey Robinson to schedule a Town Hall to invite the public and the Forest Service to discuss the Tiger-Mill project and allow the public to ask questions and have discussion on the matter.

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

7 - 0 Carried - Unanimously

Moved by Mayor Tom Scribner, **seconded by** Councilmember Monte A. Willis to schedule the item, for the meeting following the Town Hall, on the active agenda and the council to take action.

Moved by Councilmember Jeffrey Robinson, **seconded by** Councilmember/Mayor Pro Tempore Steve Moss to table the motion.

Yes: Councilmember Brian Casey, Councilmember Rick Eskil, Councilmember/Mayor Pro Tempore Steve Moss, Councilmember Gustavo Reyna, Councilmember Jeffrey Robinson

No: Mayor Tom Scribner, Councilmember Monte A. Willis

5 - 2 Carried

There was additional discussion regarding the timing for council to consider placing this on the active agenda.

- A. Resolution 2025-057: Supporting passage of Walla Walla County Proposition No. 1 on the August 5, 2025 ballot entitled "Emergency Communication Systems and Facilities Sales and Use Tax".

Mayor Scribner summarized the proposed resolution in support of the ballot measure for the Walla Walla County Proposition No. 1 on the August 5, 2025 ballot entitled "Emergency Communication Systems and Facilities Sales and Use Tax".

There was additional discussion on what the process for such a resolution is and what items would and would not be subject to the tax, in addition to information on how the current funding model works. In addition there was information provided on the age of the current equipment as well as potential savings to the city general fund and other agency users if revenues come in as projected.

The Mayor opened the floor for public comment. - No one came forward to make a comment.

Chief Buttice spoke about the challenges of providing a sustainable future for the WESCOM 911 department noting that the current funding model only provides funding for operations and nothing for capital improvements. He added that this proposal would share the costs with visitors to the area who also use the

services and do not pay anything for those services under the current funding model.

Moved by Councilmember Jeffrey Robinson, **seconded by** Councilmember/Mayor Pro Tempore Steve Moss to approve Resolution 2025-057 Supporting passage of Walla Walla County Proposition No. 1 on the August 5, 2025 ballot entitled "Emergency Communication Systems and Facilities Sales and Use Tax".

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

7 - 0 Carried - Unanimously

9. MEETING ENDS

There being no further business, the meeting ended at 9:30 p.m.

Approved:

Attest:

Mayor

City Clerk



ar-5719

Pgs. 13-18

City Council - Regular Meeting

Meeting Date: 07/23/2025

Item Title: Authorizing City Fleet Vehicle/Equipment Replacement Program Purchases.

Submitted For: Matt Edwards, Support Services

Financial Comments:

Sufficient funding has been set-aside per the replacement program schedule and is available within the (518) Vehicle and Equipment Replacement (V/ER) Fund reserve balance for these replacement purchases. These purchases are part of the 2025-2026 biennial budget.

1. Requesting Council approval for two (2) of the 2025 budget vehicle and equipment replacement purchases at a total cost of \$458,490 (includes one 2025 Police vehicle purchase).
2. Requesting Council approval for nine (9) of the 2026 budget Police purpose vehicle replacement purchases at a total cost of \$900,370.

All Contracts:

Yes

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Authorizes 11 of the 2025-2026 budget scheduled fleet replacement purchases using reserve funding from the Vehicle/Equipment Replacement (V/ER) program fund that has been set aside through annual contributions by the user departments.

Information

HISTORY:

The City has in place a Vehicle/Equipment Replacement (V/ER) program for the purpose of having a long-range fleet replacement plan to identify long-term spending needs and associated budgetary requirements, but also to manage the fleet based on an evaluation and prioritization process to identify and take advantage of the most economical opportunities within a specific time frame. Ensuring an efficient and effective V/ER program provides all departments and organizational units with safe, reliable, economical, and environmentally sound transportation and mission-essential equipment in order to provide high-level services and support to the City and Community. This program provides the opportunity to consistently have up-to-date specifications and technology to meet the current mission needs.

- New Industrial Spreader Truck - Supports the Wastewater Treatment Plant's operations and application of spreading biosolids (treated sludge) and meeting all associated regulatory and statutory requirements.
- 10 New Police Purpose Vehicles – Seven of these specialty vehicles support the Police Patrol division's 24/7 directed patrol, emergency response, ensuring public safety, traffic control, maintaining order, enforcing the laws, assisting citizens, investigating crimes and incidents, and collaboratively working with the community. The other three are specially modified vehicles designed to safely transport and accommodate Police dogs (K-9s) to support the Patrol and Investigation division's operation.

POLICY ISSUES:

Complies with competitive bidding requirements, RCW 39.34 and the City of Walla Walla Purchasing Manual, Section 3.21.050 of the Walla Walla Municipal Code, and the City's Capital Asset Policy (Resolution 2023-126).

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.

Economic Health: The City's financial stability through sustainable revenue sources, attracting new businesses and shopping opportunities, and support 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 well trained and supported workforce.

COMPREHENSIVE PLAN:

Environment and Natural Resources Goal 1: Water, air, and soil resources in Walla Walla are protected.

ENR Policy 1.1 Implement best management practices, where feasible, to ensure protection of surface and groundwater resources and ecosystems in locations where roadway and highway construction projects are occurring.

ENR Policy 1.2 Identify and protect environmentally critical areas, and keep the City's Critical Areas Ordinance up-to-date and complete, including mapping.

ENR Policy 1.3 Ensure that buffers are adequately defined, regulated, and controlled to limit the disturbance of vegetation and disruption of ecological function.

Capital Facilities and Utilities Goal 2: Capital facilities and utilities are located in such a way as to provide safe and efficient service to all residents.

CFU Policy 2.1: Ensure that City-provided community facilities and services are appropriate for the size and composition of the population they serve..

CFU Policy 2.5: Situate emergency service facilities to maximize ease of access and minimize response time.

Capital Facilities and Utilities Goal 3: The provision of capital facilities and utilities is coordinated through collaboration with neighboring governments and private providers.

CFU Policy 3.1: Protect the City's surface water supply in the Umatilla National Forest from the impact of wildfires through coordinated planning with the US Forest Service.

Capital Facilities and Utilities Goal 4: Conservation of the natural environment and sustainable use of limited, renewable, and non-renewable resources protects and enhances the natural environment of Walla Walla.

CFU Policy 4.1: Support recycling of municipal and household waste as part of the City's commitment to sustainability.

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 5.1: Plan for rehabilitation of the City's utility infrastructure to ensure safe, reliable, and efficient service.

CFU Policy 5.2: Encourage and pursue, whenever feasible, opportunities to share facilities and costs with different public or private agencies/entities.

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:

To defer these proposed replacements and accept the risks associated with continuing to use less reliable and cost-effective vehicles and equipment, along with out-of-date specifications and capacities that no longer align with the mission needs.

STAFF RECOMMENDATION:

Staff recommends adoption of the resolution that authorizes the City Manager to approve the fleet replacement purchases of 11 fleet vehicles and equipment at a total purchasing cost of \$1,358,860 using established cooperative purchasing agreements, along with the continued efforts to buy local, by giving our local dealers or suppliers the opportunity to match or beat cooperative contract pricing.

CITY MANAGER COMMENTS:

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

Attachments

Res 2025-059

Industrial Spreader Truck Estimate

Purchasing Estimate - 10 Police Purpose Vehicles

RESOLUTION NO. 2025-059

A RESOLUTION AUTHORIZING THE WALLA WALLA CITY MANAGER TO ACQUIRE VEHICLES AND 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, RCW 35A.11.010 authorizes the City of Walla Walla to purchase, lease, convey, and dispose of property; 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, RCW 35A.13.080(9) authorizes the City Council to determine duties that may be performed by the City Manager; and

WHEREAS, the City of Walla Walla needs various vehicles and equipment; and

WHEREAS, the Walla Walla City Council 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 do resolve as follows:

Section 1: The Walla Walla City Manager, and designees of the City Manager, are authorized to acquire the following equipment and vehicles on behalf of the City of Walla Walla as provided in this resolution: an industrial spreader truck and ten police purpose vehicles. The Walla Walla City Manager is authorized to acquire the equipment and vehicles by purchase and/or lease.

Section 2: The purchase and/or lease of the equipment and vehicles listed in section 1 herein is conditioned upon sufficient funds for their purchase having been appropriated for such purposes in the city’s budget.

Section 3: The purchase and/or lease of the equipment and vehicles listed in section 1 herein is conditioned upon such equipment and vehicles being procured in compliance with City of Walla Walla’s Purchasing Procedures Manual.

Section 4: The City Manager of the City of Walla Walla or designee(s) are authorized

to execute contracts, leases, purchase orders, and other documents necessary to purchase and/or lease the equipment and vehicles listed in section 1 herein, made in accordance with sections 2 and 3 herein, without further action by the Walla Walla City Council.

Section 5: The City Manager of the City of Walla Walla is directed to report all purchases and leases made in accordance with this resolution to the City Council and make records of such purchases available for public inspection.

Section 6: The City Clerk of the City of Walla Walla is hereby authorized and directed to attest contracts, leases, purchase orders, and other documents authorized by this resolution and to attach to each duplicate thereof a copy of this resolution if necessary.

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

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Matthew Edwards

From: Rick Swanson <rick.swanson@papemachinery.com>
Sent: Wednesday, July 9, 2025 10:02 AM
To: Matthew Edwards
Subject: 2026 Freightliner M2 112 with Kuhn SLC 132V

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.

Matt,

New 2026 Freightliner M2 112 with Kuhn SLC 132 V Hydrostatic Drive Factory Mounted Slinger – Delivered to Walla Walla Turn Key \$ 328,316.00 plus 8.9% Taxes = \$ 357,536.00

- 330 HP Cummins L9 Engine with rear PTO
- Automatic Transmission Allison 3500 RDS
- 46,000 LB Tandem Axle 46,000 Rear Axle
- 12,000 Front Axle
- Double C Frame Aluminum Radiator
- Vertical Exhaust
- Air Ride Seat Driver – Standard Seat Passenger
- 8 Gallon DEF Tank 70 Gallon Diesel Tank
- Remote A/C
- Auxiliary Transmission for Ground Speed to 2.9 MPH
- Fronts and Rears 315/80R22.5 22.55 x 9.00 wheels

Kuhn SLC132V Hydrostatic Drive System

- 12V Electric/Hydraulic Pump Kit
- No Scale
- Hydrostatic Drive
- Two Splash Guards
- Factory Mounted Hydro Drive
- 4ea. Poly Fenders and Flaps
- Auto Lubrication System

16-20 Weeks ARO

Kind Regards,



Rick Swanson
Territory Manager - Viticulture Specialist

Phone: 509-525-2010
Cell: 509-386-7693
Fax: 509-525-2014



FLEET SERVICES
65 E. Moore Street, Unit B
Walla Walla, WA 99362
P: (509) 527-4506
wallawallawa.gov

PURCHASING ESTIMATE

ITEM(S): 10 Police Purpose Vehicles

MEETING DATE: 7/23/2025

APPROVAL AMOUNT: \$1,001,324

PURCHASE TYPE: Scheduled Replacements (Vehicle/Equipment Replacement Program)

PURCHASE METHOD: Washington State Department of Enterprise Service Contracts.

ASSIGNMENT	SPECS / ITEM	QTY	VENDOR	EST. AMOUNT
Patrol - CONFIG#1	Ford Police Interceptor Utility Vehicle (Explorer)	5	WA State Contract - Ford Dealer	\$270,000
Patrol - CONFIG#2	Ford Police Interceptor Utility Vehicle (Explorer)	2	WA State Contract - Ford Dealer	\$108,000
K-9 - CONFIG#1	Ford Police Interceptor Utility Vehicle (Explorer)	1	WA State Contract - Ford Dealer	\$54,000
K-9 - CONFIG#2	Chevrolet Police Pursuit Vehicle (Tahoe)	1	WA State Contract - Chevrolet Dealer	\$70,000
K-9 - CONFIG#3	Chevrolet Police Pursuit Vehicle (Tahoe)	1	WA State Contract - Chevrolet Dealer	\$70,000
Patrol - CONFIG#1	Vehicle Upfit Requirements	5	Systems for Public Safety	\$161,805
Patrol - CONFIG#2	Vehicle Upfit Requirements	2	Systems for Public Safety	\$70,164
K-9 - CONFIG#1	Vehicle Upfit Requirements	1	Systems for Public Safety	\$39,534
K-9 - CONFIG#2	Vehicle Upfit Requirements	1	Systems for Public Safety	\$38,825
K-9 - CONFIG#3	Vehicle Upfit Requirements	1	Systems for Public Safety	\$39,555
Patrol - CONFIG#1&2	Vehicle Graphics	7	Systems for Public Safety	\$5,341
Patrol & K-9 (All)	Computers (Including Associated Hardware)	10	SHI - Omnia Partners Contract	\$56,600
Patrol & K-9 (All)	Radios (Including Associated Hardware)	10	Advanced Paging & Communications	\$17,500
TOTAL:				\$1,001,324



ar-5724

Pgs. 19-23

City Council - Regular Meeting

Meeting Date: 07/23/2025

Item Title: Authorization to apply for and accept a Public Works Trust Fund Loan for Wastewater Treatment Plant Improvements

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

Project No:
WWTP2502

Financial Comments:

Requesting authorization to apply for and, if successful, accept a Public Works Trust Fund loan of up to \$10M for improvements at the Wastewater Treatment Plant.

All Contracts:

Not Applicable

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Authorizes applying for and accepting a Public Works Trust Fund loan of up to \$10M for improvements at the Wastewater Treatment Plant.

Information

HISTORY:

Additional funding is needed for the Digester project and other repairs/improvements at the wastewater treatment plant. Design is currently underway (30% complete) however, additional repairs/upgrades have been identified through the Facility Planning process currently underway that need to be included with the Digester project. Construction is expected to take place in 2026. The loan application deadline is August 8.

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) and most recently at the April 23, 2025 meeting when Council authorized acceptance of a \$6.98M low-interest Clean Water State Revolving Fund Loan from the Department of Ecology (Resolution 2025-037).

POLICY ISSUES:

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

These improvements (digster project) are listed in the General Sewer Plan and amendments (a requirement of RCW 90.48.110 and WAC 173-240-050). Additional (urgent) repairs/improvements have been identified through the Facility Planning process currently underway.

PREVIOUS COUNCIL ACTIONS RELATED TO THIS ITEM:

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

Resolution 2024-061 - Authorized the wastewater planning contract with JUB Engineers.

Resolution 2024-062 - Authorized the digester design contract with JUB Engineers.

Resolution 2025-037 - Authorized acceptance of Clean Water State Revolving Fund Loan from the Department of Ecology.

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 applying for and accepting a Public Works Trust Fund Loan.

CITY MANAGER COMMENTS:

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

Attachments

Res 2025-060

RESOLUTION NO. 2025-060

A RESOLUTION AUTHORIZING THE WALLA WALLA CITY MANAGER TO APPLY FOR A PUBLIC WORKS TRUST FUND CONSTRUCTION LOAN WASTEWATER TREATMENT PLANT IMPROVEMENTS, TO ENTER INTO AN AGREEMENT TO ACCEPT SUCH A LOAN, 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 make improvements to its wastewater treatment plant; and

WHEREAS, construction loans are available for such purposes through the Washington State Public Works Board; and

WHEREAS, the Walla Walla City Council has considered the availability of Public Works Trust Fund construction 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 Public Works Trust Fund construction 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 execute an application and such other documents that may be necessary to apply

to the State of Washington, and/or its agencies and boards, for a Public Works Trust Fund construction loan to make improvements to the City of Walla Walla's wastewater treatment plant.

Section 2: The Walla Walla City Manager is hereby authorized, empowered, and directed to accept a Public Works Trust Fund construction loan on behalf of the City of Walla Walla if its application is approved and to execute a loan agreement and such other documents that may be necessary to receive a Public Works Trust Fund construction loan from the State of Washington, and/or its agencies and boards.

Section 3: The Walla Walla City Manager is hereby authorized, empowered, and directed to make certifications, disclosures, reports, and other statements that may be necessary to apply for, accept, and receive a Public Works Trust Fund construction loan from the State of Washington, and/or its agencies and boards.

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 Public Works Trust Fund construction 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 Public Works Trust Fund construction 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 Public Works Trust Fund construction loan program on the following conditions: (a) the content of any agreement or amendment executed by the Walla Walla City Manager shall comply with Public Works Trust Fund construction 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 application, agreement, certifications, disclosures, reports, statements, intergovernmental agreements, amendments, and other documents authorized by this resolution.

Section 8: The application, agreement, 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 by the Walla Walla City Council on July 23, 2025.

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney



ar-5731

Pgs. 24-75

City Council - Regular Meeting

Meeting Date: 07/23/2025

Item Title: Cottonwood Development Findings

Submitted For: Tim Donaldson, City Attorney

Financial Comments:

N/A

All Contracts:

Not Applicable

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

The Walla Walla City Council rejected a development agreement proposed by Cottonwood Investors, LLC on October 9, 2024 for four reasons: (1) the 2018 city comprehensive plan does not support the proposed agreement; (2) public safety concerns; (3) costs to the city; and (4) the failure of the agreement to provide affordable housing. Cottonwood Developers appealed the decision to the Walla Walla County Superior Court.

Judge pro tempore, George Fearing, ruled on July 8, 2025 that the Walla Walla City Council properly considered all four reasons given by the council for rejection of the development agreement. He remanded the matter to the City Council solely for the purpose of adopting written findings supporting its decision.

This proposed resolution contains written findings supporting the City Council's decision to reject the development agreement.

Information

HISTORY:

Cottonwood Investors, LLC filed an application for a development agreement in conjunction with an annexation petition in 2021.

A proposed development agreement was negotiated between staff and Cottonwood Investors. After the draft was completed, the City Council passed Resolution 2024-080 (Aug. 28, 2024) setting a September 23, 2024 hearing date and determining that the council would deliberate upon the agreement on October 9, 2024. The City Council conducted the public hearing on September 23 at Wa-Hi.

The City Council deliberated upon the proposed agreement on October 9, 2024, and the council rejected the proposed agreement for four reasons: (1) the 2018 city comprehensive plan does not support the proposed agreement; (2) public safety concerns; (3) costs to the city; and (4) the failure of the agreement to provide affordable housing. Cottonwood Developers appealed the decision to the Walla Walla County Superior Court.

Judge pro tempore, George Fearing, ruled on July 8, 2025 that the Walla Walla City Council properly considered all four reasons given by the council on October 9, 2024 for rejection of the development agreement. He remanded the matter to the City Council for the purpose of adopting written findings supporting its decision.

POLICY ISSUES:

Policy issues were discussed and decided on October 9, 2024. This resolution adopts findings supporting that decision.

PLAN COMPLIANCE:

The City Council found on October 9, 2024 that the proposed development agreement was not supported by the city's 2018 comprehensive plan. For additional discussion, council members are referred to Judge Fearing's July 8, 2025 ruling that is attached hereto.

ALTERNATIVES:

Passage of the resolution adopting the findings or instructing staff if different findings are desired.

STAFF RECOMMENDATION:

Consideration of the resolution, and passage of the resolution if it accurately reflects the City Council's findings in this matter.

CITY MANAGER COMMENTS:

Resolution prepared for City Council's consideration and action.

Attachments

Res 2025-061
7/8/2025 Ruling

RESOLUTION NO. 2025-061

A RESOLUTION ADOPTING WRITTEN FINDINGS TO SUPPORT REJECTION OF A DEVELOPMENT AGREEMENT PROPOSED BY COTTONWOOD INVESTORS, LLC AND TAKING SUCH FURTHER ACTION NEEDED THEREWITH

WHEREAS, Cottonwood Investors filed an application for a development agreement on April 1, 2021 in Walla Walla City Development Services Department file number PDA-21-0001; and

WHEREAS, the Walla Walla City Council conducted a public hearing on the matter on September 23, 2024; and

WHEREAS, the Walla Walla City Council deliberated the matter on October 9, 2024 and rejected the development agreement proposed by Cottonwood Investors, LLC; and

WHEREAS, the Walla Walla City Council memorialized its rejection of the proposed development agreement in section 1 of Walla Walla City Resolution 2024-092 (Oct. 23, 2024); and

WHEREAS, the Superior Court of the State of Washington for Walla Walla County remanded the matter to the Walla Walla City Council 24-2-00803-36 on July 8, 2025 for entry of written findings; 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 Walla Walla City Council adopts the following findings in support of the council's rejection of the development agreement proposed by Cottonwood Investors, LLC in Walla Walla City Development Services Department file number PDA-21-0001:

1. Cottonwood Investors, LLC ("Cottonwood Investors") owns 104.62 acres of real property located immediately south of the Walla Walla city limits ("Cottonwood Investors' property").
2. Cottonwood Investors' property is located in unincorporated Walla Walla County.
3. Cottonwood Investors' property is currently vacant and used for agricultural purposes.
4. Cottonwood Investors proposes to create up to 257 lots for construction of single-family houses on Cottonwood Investors' property, having a minimum net density

of 4 housing units per acre, for approximately 620 residents (“Cottonwood development proposal”).

5. Cottonwood Investors’ property is located south of Prospect Ave. in the southernmost part of the urban growth area for the City of Walla Walla and abutting the boundary of the urban growth area.
6. The transportation section of the comprehensive plan update adopted by Walla Walla City Ordinance 2018-15 (June 13, 2018) (“2018 Comprehensive Plan”) recognizes that “[i]t is difficult to provide urban services to the portion of the UGA south of Prospect Avenue.”
7. The land use section of the 2018 Comprehensive Plan adopts a policy to “[e]ncourage new population and commercial growth in the north and northwest portions of the urban growth area.”
8. The land use section of the 2018 Comprehensive Plan says that any urban growth area expansion should be to the north.
9. Cottonwood Investors’ property is located in an area designated as a rural transition area by the 2018 Comprehensive Plan.
10. Cottonwood Investors’ property is located in an area identified as the urban/rural edge by the 2018 Comprehensive Plan.
11. Cottonwood Investors’ property is located in a semi-rural area that transitions to farmland, and the area has a country feel and a rural atmosphere.
12. Geese, migratory birds and other wildlife use the farm fields where Cottonwood Investors’ property is located.
13. Cottonwood Investors’ property is next to rural residential properties to the west that are zoned Rural Residential-5 and R-96 for 5 acre and 9,600 sq. ft. lots, rural residential and agricultural properties to the east that are zoned Rural Residential-5 for 5 acre lots, and rural residential properties and agricultural lands to the south that Rural Residential-5 and General Agricultural-20 for 5 acre and 20 acre lots.
14. The community character section of the 2018 Comprehensive Plan adopts a goal of keeping a “clear and attractive transition from the urban/small town character in the city and the rural character of the surrounding region” and policies of maintaining “the rural character of lands near the city’s perimeter,” creating “an attractive and prominent visual edge between city residential areas and the surrounding

agricultural lands and open space” and protecting “important viewsheds, particularly views of the Blue Mountains, through regulations.”

15. Homes near Cottonwood Investors’ property have scenic views of the Blue Mountains and open countryside.
16. The community character section of the 2018 Comprehensive Plan provides that “views of the surrounding countryside and the quick transition from urban conditions to the surrounding rural landscapes” are important components of the city’s identity.
17. The community character section of the 2018 Comprehensive Plan provides that urban/rural edge should “[m]aintain expansive views of mountains and open spaces.”
18. The Cottonwood development proposal would impair scenic views of the Blue Mountains from existing nearby homes.
19. The Cottonwood development proposal would eliminate farm use of Cottonwood Investors’ property.
20. The land use section of the 2018 Comprehensive Plan adopts a policy that the city should “[e]nsure that new subdivisions and housing are designed to accommodate pedestrian and bicycle access within the development to nearby community facilities and amenities, such as schools, parks, shopping areas, transit corridors, and employment centers.”
21. Cottonwood Investors’ property is far removed from Walla Walla’s downtown and essential services which are located closer to the city center.
22. Cottonwood Investors’ property is distant from essential services including grocery stores, gas stations, restaurants, medical offices, law enforcement, fire and ambulance and social services.
23. The land use section of the 2018 Comprehensive Plan recognizes that “[s]everal floodplains limit development in the affected areas on the south side of the City” and that “[n]ew development and the establishment of land uses in such areas should be carefully evaluated to ensure that natural and critical areas are protected.”
24. Cottonwood Investors’ property is located in an area which is prone to flooding.
25. The subdivision immediately adjacent to Cottonwood Investors’ property has

flooded many times.

26. Roadways flood in the area in which Cottonwood Investors' property is located when there is significant rainfall.
27. Drainage has been a problem in the area in which Cottonwood Investors' property is located, and drainage ditches in the area accumulate silt and debris that require removal.
28. Cottonwood Investors' property is bordered to the east by Kendall Rd. and to the south and southwest by Cottonwood Rd.
29. Kendall Rd. and Cottonwood Rd. are the principal routes from Cottonwood Investors' property into the city center.
30. The Cottonwood development proposal would add 2,389 vehicle trips per week to existing roadways.
31. The first, second and third phases of Cottonwood Investors' proposed development are all along Kendall Road.
32. Kendall Rd. is a narrow two-lane road that does not have shoulders, bike lanes, curbs, or sidewalks.
33. Kendall Rd. is in unincorporated Walla Walla County, and a portion of Kendall Rd. between Cottonwood Investors' property and Reser Rd. is outside the City of Walla Walla's urban growth area.
34. It would be difficult and costly to provide shoulders, bike lanes, curbs, and sidewalks along Kendall Rd. due to jurisdictional boundaries, right-of-way constraints, the narrow existing roadway, roadside ditches, road fill embankments, and three creek crossings.
35. Kendall Rd. was built as a country road, and it is still regularly used by farm trucks, gravel trucks, and farm equipment.
36. Kendall Rd. is used by bicyclists, runners, pedestrians, and students who utilize locations along Kendall Rd. as bus stops and use Kendall Rd. as a route to walk and bike to school.
37. Kendall Rd. is hazardous for bicyclists, runners, pedestrians and students who use it due to the lack of shoulders, bike lanes, curbs and sidewalks.

38. The addition of vehicle trips to Kendall Rd. would make it more hazardous for bicyclists, runners, pedestrians and students who use it, because the additional vehicle trips would increase the frequency of vehicle-bicycle, vehicle-runner, vehicle-pedestrian, and vehicle-student interactions on a roadway that lacks shoulders, bike lanes, curbs and sidewalks.
39. The cost to construct sidewalks and bike lanes along Kendall Rd. and unimproved segments of Reser Rd. to connect with existing sidewalks and bike lanes on Reser Rd. is roughly estimated to be \$10,000,000.
40. The cost of constructing sidewalks and bike lanes along Kendall Rd. between Cottonwood Investors' property and Reser Rd. would be borne by the City of Walla Walla.
41. Cottonwood Rd. is a two-lane road that does not have bike lanes or pedestrian facilities in sections. Bike lanes and sidewalks end approximately 230 feet north of Russell Creek on Cottonwood Rd. The roadway is narrow and there is a blind curve where Cottonwood Rd. crosses Russell Creek. There is a paved path that begins approximately 100 feet south of Russell Creek and ends at Eagle Crest Dr. There are no bike lanes or sidewalks along Cottonwood Rd. south of Eagle Crest Dr.
42. Cottonwood Rd. passes between road cut embankments for approximately 1,100 feet between Eagle Crest Dr. and Cottonwood Investors' property, and that section of roadway has drainage ditches on each side.
43. Cottonwood Rd. is used as a thoroughfare for wheat and gravel trucks. The roadway is regularly used by semi-trucks and large equipment, especially during harvest season.
44. Cottonwood Rd. is used by bicyclists, runners, pedestrians, and students who utilize locations along Cottonwood Rd. as bus stops and use Cottonwood Rd. as a route to walk and bike to school.
45. Cottonwood Rd. is hazardous for bicyclists, runners, pedestrians and students who use it due to the lack of bike lanes and pedestrian facilities in sections and the lack of a safe escape route in the section between Eagle Crest Dr. and Cottonwood Investors' property.
46. The addition of vehicle trips to Cottonwood Rd. would make it more hazardous for bicyclists, runners, pedestrians and students who use it, because the additional

vehicle trips would increase the frequency of vehicle-bicycle, vehicle-runner, vehicle-pedestrian, and vehicle-student interactions on a roadway that lacks shoulders, bike lanes, curbs and sidewalks in segments.

47. The cost of constructing bike lanes and pedestrian facilities along Cottonwood Rd. from their current terminus north of Russell Creek to Kendall Rd. is estimated to be \$7,000,000, and Cottonwood Investors' development proposal would provide sidewalks and bicycle lanes along only about half of the currently unimproved distance.
48. The cost of constructing a pedestrian/bicycle bridge along Cottonwood Rd. over Russell Creek is estimated to be \$400,000.
49. It recently cost the city approximately \$600,000 to construct a pedestrian/bicycle bridge over Mill Creek comparable to the one that would be needed along Cottonwood Rd. over Russell Creek.
50. The cost of constructing bike lanes and pedestrian facilities along Cottonwood Rd., between Eagle Crest Dr. and Cottonwood Investors' property, is roughly estimated to be \$1,000,000.
51. Cottonwood Investors offers in the Cottonwood development agreement to contribute \$161,381 to the construction of a bicycle/pedestrian bridge over Russell Creek.
52. Aside from the contribution from Cottonwood Investors to the cost of constructing a bicycle/pedestrian bridge over Russell Creek, the cost to construct bike lanes and pedestrian facilities along Cottonwood Rd., to fill facility gaps between Russell Creek and Cottonwood Investors' property would be borne by the City of Walla Walla.
53. The Cottonwood development proposal would necessitate improvements to the intersection of Howard St./Cottonwood Rd. and Prospect Ave./Reser Rd. to maintain its current level of service.
54. The intersection of Howard St./Cottonwood Rd. and Prospect Ave./Reser Rd. currently operates at a level of service C during AM peak hours. With the Cottonwood development proposal, the intersection at intersection of Howard St./Cottonwood Rd. and Prospect Ave./Reser Rd. would operate at a level of service C in AM peak hours only through completion of phase 4 of the project and would degrade to a level of service D after completion of phase 5. Without the Cottonwood development proposal, the intersection of Howard St./Cottonwood Rd.

and Prospect Ave./Reser Rd. would continue operating at a level of service C in AM peak hours during that same timeframe. The intersection of Howard St./Cottonwood Rd. and Prospect Ave./Reser Rd. would operate at a level of service E by 2038 with the Cottonwood development proposal and a level of service C without it.

55. The cost of needed improvements to the intersection of Howard St./Cottonwood Rd. and Prospect Ave./Reser Rd. is estimated to be \$714,740.
56. Cottonwood Investors offer in the Cottonwood development agreement to contribute \$307,338 to the construction of improvements to the intersection of Howard St./Cottonwood Rd. and Prospect Ave./Reser Rd.
57. Aside from the \$307,338 contribution from Cottonwood Investors, the cost of constructing improvements to the intersection of Howard St./Cottonwood Rd. and Prospect Ave./Reser Rd. would be borne by the City of Walla Walla.
58. The Cottonwood development proposal would necessitate improvements to the intersection of Fern Ave. and Abbott Rd. to maintain its current level of service.
59. The intersection of Fern Ave. and Abbott Rd. currently operates at a level of service B during AM peak hours. With the Cottonwood development proposal, the intersection at intersection of Fern Ave. and Abbott Rd. would operate at a level of service B in AM peak hours only through completion of phase 3 of the project and would degrade to a level of service C after completion of phase 4. Without the Cottonwood development proposal, the intersection of Fern Ave. and Abbott Rd. would continue operating at a level of service B in AM peak hours during that same timeframe.
60. The cost of improvements to the intersection of Fern Ave. and Abbott Rd. was initially estimated to be \$240,000 in June of 2022. The estimate was increased to \$481,155 in February of 2023. The estimate was increased again to \$567,800 in August of 2023.
61. Cottonwood Investors offer in the Cottonwood development agreement to contribute \$193,052 to the construction of improvements to the intersection of Fern Ave. and Abbott Rd.
62. Aside from the \$193,052 contribution from Cottonwood Investors, the cost of constructing improvements to the intersection of Fern Ave. and Abbott Rd. would be borne by the City of Walla Walla.
63. Cottonwood Investors offer in the Cottonwood development agreement to

contribute \$94,068 to the construction of improvements to traffic signal improvements to the intersection of 2nd Ave. and Tietan St.

64. The cost of traffic signal improvements to the intersection of 2nd Ave. and Tietan St. is estimated to be \$376,270.
65. Aside from the \$94,068 contribution from Cottonwood Investors, the cost of constructing traffic signal improvements to the intersection of 2nd Ave. and Tietan St. would be borne by the City of Walla Walla.
66. The Cottonwood development proposal would increase the need for police, fire, and EMS services in the vicinity of Cottonwood Investors' property.
67. The Walla Walla Police Department is located on the north side of the City of Walla Walla.
68. The emergency response time for city fire and EMS personnel to Cottonwood Investors' property from the nearest city fire station is 6-8 minutes.
69. The Walla Walla Fire Department's standard is to provide emergency response for 90% of all emergency calls within 4 minutes.
70. The City of Walla Walla has a ramp down agreement with Walla Walla Fire District No. 4 for the district to respond to calls in newly annexed areas to the city, but the ramp down agreement lasts for only 5 years after property is annexed.
71. The cost of constructing a satellite police or fire station in the southern part of town would be borne by the City of Walla Walla.
72. The costs to the City of Walla Walla that would arise from the Cottonwood development agreement are currently unfunded by the city.
73. Affordable housing needs to be near employment, services, transit, retail and other services.
74. Affordable housing for owner-occupied housing means housing whose monthly costs, including utilities other than telephone, do not exceed 30% of the monthly income of a household whose income is 80% of the median household income, adjusted for household size, for the county where the household is located.
75. The median income in Walla Walla in 2022 was \$58,179 per year.

76. Affordable housing for someone making \$58,179 per year should cost no more than \$1,454 per month, and a person making \$58,179 per year, could reasonably afford only a \$238,600 house.
77. The median household income for a four-person family in Walla Walla County during 2024 was \$90,200.
78. A household making \$100,000 per year could only afford a house in the \$225,000 - \$300,000 price range.
79. The monthly payment for a \$400,000 mortgage would be approximately \$2,400.
80. Homes in the development proposed for Cottonwood Investors' property will be sold at market rate.
81. The median sales price for homes in Walla Walla is \$420,000.
82. Homes in the development adjacent to Cottonwood Investors' property are selling for \$799,000.
83. Homes in another development near Cottonwood Investors' property are selling for \$600,000.

Section 2: Based on the forgoing findings, the Walla Walla City Council finds and makes the following conclusions in support of the council's rejection of the development agreement proposed by Cottonwood Investors, LLC in Walla Walla City Development Services Department file number PDA-21-0001, and the proposed development agreement is rejected for the following reasons, individually and collectively:

1. The Cottonwood development agreement is inconsistent with and does not implement the 2018 Comprehensive Plan under RCW 36.70A.040(4)(d), and it does not satisfy WWMC § 20.36.090(A), because the Cottonwood development proposal and the Cottonwood development agreement would eliminate any clear and attractive transition from urban to rural on the urban/rural edge of the city's urban growth area by placing up to 257 homes directly against the city's urban growth boundary and damaging the current attractive and prominent visual edge between city residential areas and the surrounding lands and open space.
2. The Cottonwood development agreement is inconsistent with and does not implement the 2018 Comprehensive Plan under RCW 36.70A.040(4)(d), and it does not satisfy WWMC § 20.36.090(A), because the Cottonwood development proposal and the Cottonwood development agreement would create lots for up to

257 homes in the rural transition area on the urban/rural edge of the city's urban growth area and damage the rural character of lands near the city's perimeter by adding dense development to semi-rural area that currently has a rural atmosphere and transitions from urban character to the rural character of the surrounding region.

3. The Cottonwood development agreement is inconsistent with and does not implement the 2018 Comprehensive Plan under RCW 36.70A.040(4)(d), and it does not satisfy WWMC § 20.36.090(A), because the Cottonwood development proposal and the Cottonwood development agreement would create lots for up to 257 homes in an area on the urban/rural edge of the city's urban growth area and damage the rural character of the area by replacing open spaces and rural landscapes with dense urban development.
4. The Cottonwood development agreement is inconsistent with and does not implement the 2018 Comprehensive Plan under RCW 36.70A.040(4)(d), and it does not satisfy WWMC § 20.36.090(A), because the Cottonwood development proposal and the Cottonwood development agreement would place up to 257 homes on the urban/rural edge of the city's urban growth area that would damage views of the Blue Mountains, open areas, and countryside from existing homes.
5. The Cottonwood development agreement is inconsistent with and does not implement the 2018 Comprehensive Plan under RCW 36.70A.040(4)(d), and it does not satisfy WWMC § 20.36.090(A), because the Cottonwood development proposal and the Cottonwood development agreement would encourage development in the southern portion of the city's urban growth area, and require devotion of city financial resources to facilitate growth in the south, contrary to the plan's policy to encourage new population and commercial growth in the north and northwest portions of the urban growth area.
6. The Cottonwood development agreement is inconsistent with and does not implement the 2018 Comprehensive Plan under RCW 36.70A.040(4)(d), and it does not satisfy WWMC § 20.36.090(A), because the Cottonwood development proposal and the Cottonwood development agreement would create lots for up to 257 homes in an area that is distant from essential services including grocery stores, gas stations, restaurants, medical offices, law enforcement, fire and ambulance and social services contrary to the plan's policy to ensure that new subdivisions and housing are designed to accommodate pedestrian and bicycle access within the development to nearby community facilities and amenities, such as shopping areas, transit corridors, and employment centers.
7. The Cottonwood development agreement is inconsistent with and does not implement the 2018 Comprehensive Plan under RCW 36.70A.040(4)(d), and it

does not satisfy WWMC § 20.36.090(A), because the Cottonwood development proposal and the Cottonwood development agreement would place up to 257 homes in an area where the plan recognizes that it is difficult to provide urban services due to transportation system connectivity gaps on Kendall Rd. and Cottonwood Rd..

8. The Cottonwood development agreement is inconsistent with and does not implement the 2018 Comprehensive Plan under RCW 36.70A.040(4)(d), and it does not satisfy WWMC § 20.36.090(A), because the Cottonwood development proposal and the Cottonwood development agreement would create lots for up to 257 homes in an area that has drainage problems and is prone to flooding contrary to the plan's admonition that floodplains limit development in the affected areas on the south side of the City and that new development and the establishment of land uses in such areas should be carefully evaluated to ensure that natural and critical areas are protected.
9. The Cottonwood development agreement does not adequately protect public health, safety, and welfare under WWMC § 20.34.020(A)(3)(j) and RCW 36.70B.170(3)(j), because the Cottonwood development proposal would place up to 257 homes in an area that has known drainage problems and is prone to flooding.
10. The Cottonwood development agreement does not adequately protect public health, safety, and welfare under WWMC § 20.34.020(A)(3)(j) and RCW 36.70B.170(3)(j), because the Cottonwood development proposal would add 2,389 vehicle trips per week to roadways that are hazardous to bicyclists, runners, pedestrians, and students due to the lack of bike lanes and pedestrian facilities (such as sidewalks) in significant sections.
11. Added vehicle trips on Kendall Rd. would make it more hazardous for students who use Kendall Rd. to walk or bike to school, because the section of Kendall Rd. between Cottonwood Investors' property and Reser Rd. would remain unimproved and the added vehicle trips would increase the risk of harmful pedestrian-vehicle and bicycle-vehicle interactions.
12. Added vehicle trips on Kendall Rd. would make it more hazardous for students who use bus stops along the roadway between Kendall Rd. between Cottonwood Investors' property and Reser Rd., because that section of Kendall Rd. would remain unimproved and the added vehicle trips would increase the risk of harmful student-vehicle interactions.
13. The availability of post-development busing to-and-from school is an inadequate measure to protect the health, safety, and welfare of students who walk or bike to school, because busing is already available to students who choose instead to walk

or bike. Added vehicle trips would make Kendall Rd. more hazardous between Cottonwood Investors' property and Reser Rd. to students who choose to walk or bike to school.

14. The availability of post-development busing to-and-from school is an inadequate measure to protect the health, safety, and welfare of students who use bus stops along Kendall Rd. Added vehicle trips would make Kendall Rd. more hazardous to students who use bus stops along Kendall Rd. between Cottonwood Investors' property and Reser Rd.
15. Added vehicle trips on Kendall Rd. would make it more hazardous for bicyclists, runners, and pedestrians who use Kendall Rd., because the section of Kendall Rd. between Cottonwood Investors' property and Reser Rd. would remain unimproved and the added vehicle trips would increase the risk of harmful bicycle-vehicle, runner-vehicle, and pedestrian-vehicle interactions.
16. The provision of internal transportation network connections within the subdivision proposed by Cottonwood Investors and contiguous subdivisions is an inadequate measure to protect the health, safety, and welfare of bicyclists, runners, and pedestrians who use Kendall Rd. as a direct route into town or out to the countryside. Added vehicle trips would make Kendall Rd. more hazardous to those users.
17. Added vehicle trips on Cottonwood Rd. would make it more hazardous for students who use bus stops along the westerly side of Cottonwood Rd. between Russell Creek and Langdon Rd., because that section of roadway would remain unimproved and the added vehicle trips would increase the risk of harmful student-vehicle interactions.
18. Added vehicle trips on Cottonwood Rd. would make it more hazardous for bicyclists, runners, and pedestrians who use Cottonwood Rd., because the section of Cottonwood Rd. between Eagle Crest Dr. and Cottonwood Investors' property would remain unimproved and the added vehicle trips would increase the risk of harmful bicycle-vehicle, runner-vehicle, and pedestrian-vehicle interactions.
19. The provision of internal transportation network connections within the subdivision proposed by Cottonwood Investors and contiguous subdivisions is an inadequate measure to protect the health, safety, and welfare of bicyclists, runners, and pedestrians who use Cottonwood Rd. as a direct route into town or out to the countryside. Added vehicle trips would make Cottonwood Rd. more hazardous to those users.

20. The Cottonwood development agreement is not affordable for the City of Walla Walla under WVMC § 20.34.010(A)(2) and RCW 36.70B.170(4), because the Cottonwood development proposal would place up to 257 homes in an area where it is difficult to provide facilities needed to support walking, biking, and access to transit at urban service levels due to transportation system connectivity gaps that would be costly to fix.
21. The Cottonwood development agreement is not affordable for the City of Walla Walla under WVMC § 20.34.010(A)(2) and RCW 36.70B.170(4), because the city would have to pay millions of dollars for improvements needed to provide bicycle lanes and pedestrian facilities along Kendall Rd. between Cottonwood Investors' property and Reser Rd. to reduce hazards to bicyclists, runners, pedestrians, and students.
22. The Cottonwood development agreement is not affordable for the City of Walla Walla under WVMC § 20.34.010(A)(2) and RCW 36.70B.170(4), because the city would have to pay an estimated \$1,000,000 for improvements needed to provide bicycle lanes and pedestrian facilities along Cottonwood Rd. between Cottonwood Investors' property and Eagle Crest Dr. to reduce hazards to bicyclists, runners, pedestrians, and students.
23. The Cottonwood development agreement is not affordable for the City of Walla Walla under WVMC § 20.34.010(A)(2) and RCW 36.70B.170(4), because the addition of vehicle trips by the Cottonwood Development proposal would accelerate the need for improvements to the intersection of Howard St./Cottonwood Rd. and Prospect Ave./Reser Rd. and the intersection of Fern Ave. and Abbott Rd. The estimated cost to the city would be \$782,150, and the actual cost would probably be more, as indicated by the escalating estimates for the cost of improvements to the intersection of Fern Ave. and Abbott Rd.
24. The Cottonwood development agreement is not affordable for the City of Walla Walla under WVMC § 20.34.010(A)(2) and RCW 36.70B.170(4), because the estimated cost to the city to construct a pedestrian/bike bridge along Cottonwood Rd. over Russell Creek would be \$238,619, and the actual cost would probably be more, as indicated by the cost recently incurred by the city to construct a comparable bridge over Mill Creek.
25. The Cottonwood development agreement is not affordable for the City of Walla Walla under WVMC § 20.34.010(A)(2) and RCW 36.70B.170(4), because the city would have to pay the cost for constructing a satellite fire/police station in the southern part of town to provide satisfactory emergency response times to the up to 257 new homes that would be built on Cottonwood Developers' property.

26. The costs the City of Walla Walla would incur by entering into the Cottonwood development agreement are unfunded, and the city would have to reallocate funds allocated to other projects and programs, to the detriment of those other projects and programs, if the city entered into the Cottonwood development agreement.
27. The Cottonwood development agreement would not provide affordable housing under WWMC § 20.34.020(A)(3)(e) and RCW 36.70B.170(3)(e), because Cottonwood Developers' property is not near employment, services, transit, retail and other services that would be needed by affordable housing occupants.
28. The Cottonwood development agreement would not provide affordable housing to median income families under WWMC § 20.34.020(A)(3)(e) and RCW 36.70B.170(3)(e), because homes in the Cottonwood development proposal would be sold at a market rate, and the market rate of houses in the vicinity of Cottonwood Investors' property exceeds what a 4-person median income Walla Walla family could afford.

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

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

WALLA WALLA COUNTY SUPERIOR COURT

George B. Fearing
Judge Pro Tempore
315 West Main Street
PO Box 836
Walla Walla, Washington 99362
(509) 524-2790

July 8, 2025

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Re: Cottonwood Investors, LLC v. City of Walla Walla
Walla Walla Superior Court Cause No. 24-2-00803-36

Counsel:

Cottonwood Investors, LLC, owner of land outside but adjacent to the city of Walla Walla, brings this Land Use Petition Act (LUPA) petition. It requests that the court invalidate Walla Walla City Council Resolution 2024-092 (Resolution 92), whereby the city declined entry into a development agreement with Cottonwood Investors and rejected annexation of Cottonwood Investors' land. I grant the petition in part, and deny the petition in part. I deny the challenge to that part of the resolution that rejected annexation. I grant the petition to the extent of remanding the development agreement application to the Walla Walla City Council to enter written findings of fact.

FACTS

Cottonwood Investors owns a 104-acre tract that lies directly east of and adjacent to the southeast corner of the Walla Walla city limits. This semi-rural tract is the subject

of this lawsuit. In 1996, the city of Walla Walla placed the land into its urban growth area.

At some unknown date, Cottonwood Investors' 104-acre parcel was sundered from a larger parcel of land, the northwest portion of which has been developed with residences. In 2001, the city extended trunk lines for water and sewer to the area.

Cottonwood Investors plans to subdivide the 104-acre parcel into 257 residential lots for single-family homes. The project would include 23 acres of publicly accessible open space, including a walking path. Cottonwood Investors wishes to serve the property with city utilities, stormwater facilities, and public roadways.

Homes already built in the vicinity of the 104-acre parcel are not densely compacted. AR 1300. Many of these homes have scenic views of the Blue Mountains or hills leading to the mountains. AR 885, 1410-11. Cottonwood Investors' development would alter the views. AR 623. People already living in the vicinity moved to the area for peace, quiet, and privacy. AR 862, 893, 1315. The area transitions to farmland. AR 1087, 1139, 1204.

The 104-acre tract has flooded in the past. AR 875, 906. The parcel sits in a depression that drains upgradient lands. AR 201-02. Roads leading to the parcel flood with any significant rainfall. AR 890, 898. The area suffers from poor drainage. AR 932-33, 952, 2200, 2262. Drainage control measures create ancillary problems, such as ditch debris and silt accumulation. AR 985, 1210, AR 1368.

The principal north-south roads leading to Cottonwood Investors' land are Cottonwood Road and Kendall Road. AR 185, 653. Kendall Road lies outside Walla Walla's city limits. Neither road was designed to manage the volume of traffic that the Cottonwood development would generate. AR 1446. Both have substantial gaps where there are no sidewalks or bike lanes. AR 1835-37. Both roads are narrow and unsafe. AR 1122, 1195, 1202, 2234, 2249, 2259. Cottonwood Road has a blind corner, and Kendall Road has three blind sight lines. AR 1234, 1456-57. Kendall Road is a narrow two-lane road with no fog lines, shoulders, curbs, or sidewalks. AR 1138-39, 1143, 2255. The county constructed Kendall Road as a farm road, and growers use the road for moving farm equipment. AR 950, 959, 1087, 1450, 2239, 2255, 2261.

Cottonwood Investors emphasizes the 104-acre tract being in the city's urban growth area, as already mentioned. Nevertheless, in 2108, the city of Walla Walla adopted a new comprehensive plan that directed residential development to occur north, not south, of the city. The 2018 plan resulted from public outreach over two years. AR 2364. Citizens had performed a 180-degree change from 1996, when the citizenry wanted the urban growth area in the south. AR 2365.

Recently, Hayden Homes has built residences north of U.S. 12 near the golf course, which area is northern Walla Walla. AR 2369. The city council has approved the building of a 50-unit low-income housing project by the Walla Walla Housing Authority in the northwest part of town. AR 2369.

The city of Walla Walla's 2018 comprehensive plan plays a significant role in this LUPA action. I quote some important sections.

The city of Walla Walla 2018 Comprehensive Plan promotes development to the north rather than the south of town. LU-7 reads:

LU Policy 1.8 Encourage new population and commercial growth in the north and northwest portions of the urban growth area

Page LU-5 of the comprehensive plan provides:

Future Study Area UGA North At such time new land needs to be added to the City's urban growth area based on the City's land capacity analysis and population growth projections, the desired location is north of US 12. The future study area needs to take into account the City's desire to cost effectively deliver urban services and the County's desire to preserve prime agricultural land. An update to Walla Walla County's Agricultural Resource Land Inventory report is necessary.

No similar policy encourages growth on the south side of Walla Walla. Walla Walla's 2018 comprehensive plan places Cottonwood Investors 104-acre tract in the city's rural transition area. Map CC-3. According to a map on page CC-13 of the comprehensive plan, the parcel also lies within the urban/rural edge of the city. The parcel is the farthest removed piece of the urban growth area from downtown shopping and medical facilities. AR 2370.

Page CC (Community Character)-5 declares:

Rural Transition. The rural transition area has evolved *from agriculture to more dense residential development* with some suburban lots remaining. Lots and setbacks are larger than the adjacent urban area. Land uses include small remnant areas of agriculture and livestock mixed with single-story, single-family ranch style homes, and more dense residential development off Taumarson Road and Cottonwood Road. Streetscapes are minimal with new development offering curbs and sidewalks. Most streets are rural in nature: drained by swales with no streetlights or sidewalks.

Cul-de-sacs and irregular subdivision roads have replaced the adjacent urban street grid. Collector streets in new residential areas are lined with wood privacy fences.

(Emphasis added).

Page CC-10 of the plan mentions the “urban/rural edge” another area discussed in Walla Walla’s comprehensive plan. Mayor Tom Scribner suggested the “urban-rural edge” and the “rural transition area” are the same. AR 2366. Page CC-10 reads:

Urban/Rural Edge. An important part of Walla Walla’s identity are the views of the surrounding countryside and the quick transition from urban conditions to the surrounding rural landscapes. This urban rural transition is what gives the city the visual image of a unique oasis in the Palouse, which has grown more important with the emergence of wine tourism. The key to maintaining this urban/rural transition is careful land use planning.

Cottonwood Investors’ proposed development does not fit this picture.

One section of the 2018 comprehensive plan addresses transportation policies. Page TP (Transportation)-10 of the comprehensive plan declares:

It is difficult to provide urban services to the portion of the UGA south of Prospect Avenue.

The proposed Cottonwood Investors development would lie south of Prospect Avenue.

On page LU (Land Use)-7, the comprehensive plan reads: “LU Policy 1.2 Annex and provide services to all lands within the Urban Growth Area.”

The 2018 comprehensive plan discourages development distant from community facilities and services. The plan seeks to ensure “that new subdivisions and housing are designed to accommodate pedestrian and bicycle access within the development to nearby community facilities and amenities, such as schools, parks, shopping areas, transit corridors, and employment centers.” LU-9.

Page LU-5 declares

Multi-family Development A majority of vacant/redevelopable residential land in the planning area is zoned as R-96, which encourages single-family development. Currently, no developable land is zoned for

multi-family residential development. A goal of this land use element is to encourage a variety of housing types, including multi-family development. Strategically, through zoning, the City plans to designate additional developable land for multi-family type uses.

Page LU-9 reads:

LU Policy 5.2 Ensure that new subdivisions and housing are designed to accommodate pedestrian and bicycle access within the development and to nearby community facilities and amenities such as schools, parks, shopping areas, transit corridors, and employment centers.

On page CFU (Capital Facilities and Utilities)-8, the comprehensive plan notes that population growth through annexation of the urban growth area south of the city may require new fire services facilities to ensure response capabilities are maintained.

The 2018 comprehensive plan contains a section on housing. Housing Policy 1.1 reads:

Provide an array of housing choices such as apartments, small lot single-family housing, accessory dwelling units, townhomes, manufactured homes, and cottages to meet the needs of people of all incomes throughout their lifespan.

Page H-15. Housing Policy 1.4 declares:

Develop incentives for construction of housing affordable to households with low and moderate incomes such as density bonuses, waived fees, multi-family property tax exemption, or a transfer of development rights program.

Page H-15.

When Cottonwood Investors' proposed development is fully built, it will add 2,389 vehicles per day on Cottonwood Avenue and Kendall Road. AR 2372. Transportation infrastructure to and from Cottonwood Investors' parcel and surrounding area needs many improvements. AR 2371. Cottonwood Avenue needs bike and pedestrian facilities from Eagle Crest Drive to Prospect Point Elementary School with an estimated cost of \$5 to \$10 million. AR 2371. Cottonwood and Kendall Roads are both substandard, with pedestrian and bicycle traffic thereon. AR 2372. A needed bridge will cost \$2,483,760, for which Cottonwood Investors agreed to pay \$1,180,789. AR 2375-76. The estimated cost for improvement to Kendall Road, for purposes of the Cottonwood Investors development, is estimated at \$10 million. AR 1836-37.

Most of Kendall Road lies outside city limits. Walla Walla County indicates it will not pay for costs of improving Kendall Road. AR 2375. The county expects the city to provide proper access for vehicles, pedestrians, and bicyclists on all arterials to the new subdivision. AR 2375. Cottonwood Investors has offered to pay for some of the improvements needed to the road, but the city of Walla Walla will need to contribute. AR 1836.

The Walla Walla Fire Department wishes its response time to each fire to be four minutes. AR 2373. Response time to the Cottonwood Investors' parcel would be eight minutes without a new fire station in the vicinity. AR 2373. The city 2022 Capital Facilities Plan anticipates a new fire station and satellite police station in the area with population growth, a high expense for the city. AR 2374.

On January 5, 2021, Cottonwood Investors submitted a petition for annexation to the city of Walla Walla. On April 1, 2021, Cottonwood Investors submitted a development agreement application attended to the annexation petition. On April 28, 2021, the Walla Walla City Council conducted a public hearing to consider the annexation petition.

At the April 28, 2021 meeting, the Walla Walla City Council adopted Resolution 2021-65 (Resolution 65), which reads in part: "the City of Walla Walla *will conditionally accept the* proposed 104-acre annexation." (Emphasis added). Section 5 of the resolution declared:

The annexation of the property described in sections 1 and 2 herein is conditioned upon [Cottonwood Investors] entering into a development agreement with the City of Walla Walla as part of the proposed annexation which sets forth the development standards and other provisions that shall apply to and govern the development, use, and mitigation of the development of the property for the duration of the agreement. The annexation petition ... may not be circulated for signature, and a hearing upon the annexation petition under RCW 35A.14.130 shall not be scheduled or held until after a development agreement is approved by the Walla Walla City Council.

From April 2021 through October 2024, Cottonwood Investors and the Walla Walla Development Services Department (DSD) discussed, negotiated, and drafted a development agreement subject to approval by the Walla Walla City Council. Cottonwood Investors insists it spent hundreds of thousands of dollars conducting studies to mitigate flooding and transportation impacts resulting from the proposed development project. Cottonwood Investors hired engineers and other expert consultants to assess and

prepare plans and specifications to address potential traffic, stormwater, geotechnical and aquifer problems and to outline work needed to install utilities. According to Cottonwood Investors, it would not have undertaken the expense of these experts but for the City's planned annexation of the property for residential housing. DSD and Cottonwood Investors reviewed many public and government agency comments on the development agreement and the proposed development. DSD conducted a full State Environmental Policy Act analysis, which concluded that compliance with the proposed development agreement would mitigate all environmental impacts resulting from the development.

To alleviate potential flooding, the development agreement, at the insistence of DSD, required the installation of a stormwater drainage system to retain water from a 25-year storm event. The draft development agreement requires Cottonwood Investors to construct frontage improvements along the entire length of the property, including street lighting and a bicycle lane. The draft agreement also demands that Cottonwood Investors financially contribute to the City of Walla Walla for planned improvements of nearby intersections and a bridge, in an amount representing Cottonwood's proportionate contribution of additional traffic to those areas. Roads would conform to city standards.

Upon completion of the draft development agreement, DSD prepared a staff report. The report recommended that the Walla Walla City Council approve the agreement on behalf of the city. The report informed the city council that, with the agreement, the development would satisfy applicable criteria and mitigate problems created by the development. DSD concluded that the Project would not result in contaminants entering groundwater, would not deplete the drinking water aquifer, would likely not impact archaeological objects, and would mitigate potential drainage and erosion problems. AR 206.

One paragraph of the DSD report reads:

City staff has reviewed the proposal in conjunction with the Walla Walla Countrywide Planning Policies, City of Walla Walla Comprehensive Plan, City Strategic Plan and the Regional Housing Action Plan. Staff submits that the proposed Development Agreement and the proposed development meets the statutory aims of the comprehensive plan and orderly development within the City and provides a benefit to the City, through the construction and dedication of public facilities, as further explained below.

AR 194. This paragraph declares that "the proposed development meets the statutory aims of the comprehensive plan," but does not specifically read that the proposed development conforms to all provisions of the comprehensive plan. The staff report later

quoted sections of the comprehensive plan listing policies. AR 194-98. The report failed to observe that the 104-acre tract lies within the rural transition area.

Walla Walla Municipal Code (WWMC) 20.34.040 grants the authority to approve or reject a development agreement to the city council. The ordinance directs the DSD Director to issue a recommendation to the city council. According to the ordinance, the city council sits as a quasi-judicial body when considering the development agreement.

On August 28, 2024, the Walla Walla City Council scheduled a September 23, 2024 public hearing for review of the development agreement. Minutes of the August 28 meeting read that the council, at the September 23 meeting, will “receive testimony on the development agreement, the annexation [being] addressed later.” AR 24.

On September 23, 2024, the Walla Walla City Council conducted a public hearing regarding the proposed development agreement between the city and Cottonwood Investors. The hearing began with a presentation from DSD Director Preston Frederickson, who explained the conclusions in the staff report. Director Frederickson confirmed that the city council sits as a legislature when considering annexation of property, whereas the council sits as a quasi-judicial body when assessing development agreements. He explained further that if the city council approves the development agreement, the council will subsequently consider the pending annexation. The city council later entertained a presentation from Cottonwood Investors and public comment in favor of and against the development project.

The Walla Walla City Council reconvened on October 9, 2024, to deliberate on the development agreement. At the commencement of the meeting, City Attorney Tim Donaldson explained that, under the procedures for consideration of the development agreement, the city council reviews the consistency of the agreement with applicable regulations and specifications in the county code. Attorney Donaldson recommended that the council focus its considerations on whether the proposed project mitigates onsite and offsite impacts and whether Cottonwood Investors will contribute its proportionate share of improvements offsite.

During city council deliberation of the development agreement, Councilmember Rick Eskil expressed concern about the ability of two access roads, Cottonwood Road and Kendall Road, to facilitate all of the traffic to the development and other future developments. Eskil added that traffic was “not [Cottonwood Investors’] problem, it’s a community problem.” AR 2351-52. According to Eskil: “[Cottonwood Investors] has done more than probably - than the developer needed to do.” AR 2351-52. Councilmember Eskil suggested that the city council table consideration of the development agreement so that city staff could develop a plan for the roads.

Councilmember Brian Casey wanted to know Walla Walla County's plans for improving Kendall Road since the road lies outside city limits. Mayor Tom Scribner and Councilmember Monte Willis announced opposition to development on the 104-acre parcel because of the development's inconsistency with the comprehensive plan. Those conflicts included comprehensive plan language regarding flooding, the rural-urban transition area, and affordable housing.

During the October 9 city council meeting, Mayor Scribner declared:

As if right now, I plan to vote no on this issue for four primary reasons, each of which I intend to speak to.

Number 1, it is not supported by the Comprehensive Plan or by the Regional Housing Action Plan.

Number 2, public safety.

Number 3, the cost to the city, both with respect to needed infrastructure – I'm not asking the developer to pay it, other than the proportional share that I will get to – but millions of dollars, and the delivery of city services over time. That's number 3, the cost to the city.

Number 4, it does not provide affordable housing.

I understand with respect to Councilmember Reyna's comment that affordable housing, 0.3 percent – or 30 percent of your income is to housing, whether you're making hundreds of thousands of dollars a year or the median income. But I think that is to raise what I characterize as a false comparison. It's not the same – for a median income family to pay 30 percent or 50 percent is not left with the same sort of disposable money to meet living expenses as a family making hundreds of thousands of dollars. So it's a false equivalence, I think, to say affording housing is the same for everyone. Yes, on the one level it is, but not in the real world of economics.

So those are my four reasons, and I intend to discuss each of them.

AR 2363. I refer to the list of four reasons as "the Scribner quartet."

After announcing the Scribner quartet, Mayor Scribner discussed, for nineteen pages of transcript, details to support each of these four reasons. AR 2363-82. Scribner commented on the extensive community outreach that preceded the adoption and informed the provisions of the 2018 comprehensive plan. AR 2364. The 2018 plan reversed the 1996 plan to steer growth to the south of the city. AR 2364-65. Mayor Scribner reviewed the many comprehensive plan provisions contrary to the Cottonwood Investors development. Cottonwood Investors' 104-acre parcel lies in the rural transition area of the plan. AR 2366. According to Scribner, the Cottonwood Investors plan to develop 200 houses in this rural transition area violated the plan to maintain open space

in the rural transition area and would block current homeowners' views of the Blue Mountain. AR 2367.

Mayor Tom Scribner mentioned that the 104-acre parcel lay in a floodplain. AR 2368. He added that the comprehensive plan desired no housing in a floodplain. AR 2368. Mayor Scribner emphasized that the city council, in conformance to the comprehensive plan, had recently approved residential projects in the north part of town. AR 2369-70.

Mayor Scribner mentioned the high costs imposed on the city as a result of completion of the project. He worried about the safety of use of Cottonwood Avenue and Kendall Road, both substandard roads, with the increased traffic. AR 2382. The city's addition of pedestrian and bicycle lanes and other improvements to the streets accessing Cottonwood Investors would cost \$7 million. AR 2371. Mayor Scribner repeated testimony that the fire department could not timely respond to a fire in the 104-acre parcel without the building of new facilities. AR 2373. He recognized that all of these costs could not be imposed on Cottonwood Investors. Instead, the city would need to spend millions of dollars for needed infrastructure. AR 2373. Scribner warned other city councilmembers that, if the city council approved the development agreement, the city would be responsible for millions of dollars in infrastructure costs. AR 2377. The city would need to increase its utility rates as a result. AR 2379.

Mayor Tom Scribner moved, "for reasons stated," that the draft development agreement be denied. AR 2398. Councilmember Monte Willis second the motion. AR 2398. After discussion related to the motion, Councilmember Steve Moss moved to continue the hearing and postpone the vote on the development agreement. AR 2411. Councilmember Moss wanted Cottonwood Investors and DSD staff to attempt to add provisions to the development agreement that would satisfy some of the objectors' concerns. The council voted against the continuance. AR 2412.

Mayor Tom Scribner then renewed his motion to reject the development agreement. AR 2412-13. The mayor's motion passed by a 4 to 3 vote. Councilmembers Eskil, Casey, Willis, and Mayor Scribner voted against entry into the agreement. Councilmembers Steve Moss, Gustavo Reyna, and Jeffrey Robinson voted in favor of its entry.

When the Walla Walla City Council reconvened on October 23, 2024, the council considered adoption of Resolution 92. The resolution reads:

Section 1: The Walla Walla City Council disapproves and rejects the proposed development agreement between the City of Walla Walla and Cottonwood Investors, LLC....

Section 2: The Walla Walla City Council rejects annexation of the area described in sections 1 and 2 of City Resolution 2021-65....

During the October 23 city council meeting, Cottonwood Investors' attorney requested that the council delay a vote on annexation in order to afford the developer and DSD staff to negotiate a development agreement acceptable to the council. The attorney complained that a vote rejecting annexation would require Cottonwood Investors to begin the annexation process again, a process neither needed nor fair.

During the October 23 meeting, Councilmember Jeffrey Robinson spoke in opposition to Resolution 92. He lamented the unfairness of Cottonwood Investors expending three and one-half years of time and hundreds of thousands of dollars only to have a development agreement, which staff approved, rejected by the city council. Robinson emphasized that the development agreement met code specifications.

Councilmember Rick Eskil questioned City Attorney Tim Donaldson about the reference to a rejection of annexation of the 104-acre parcel in Resolution 92. Eskil commented that the city council did not discuss annexation during the October 9 council meeting. Attorney Donaldson responded that rejection of the development agreement also ended the annexation process. Donaldson tied the development agreement and annexation together. Mayor Tom Scribner echoed the advice from Attorney Donaldson. By a vote of 4 to 3, the Walla Walla City Council adopted Resolution 92.

Land Use Petition Act

As previously mentioned, Cottonwood Investors brings suit under and only under Washington's Land Use Petition Act, ch. 36.70C RCW. Cottonwood Investors challenges the adoption by the Walla Walla City Council of Resolution 2024-092 (Resolution 92). Cottonwood Investors questions both the denial of annexation and rejection of the development agreement. I later analyze annexation separate from the development agreement.

To prevail, a party who seeks relief under LUPA carries the burden of meeting one of the standards in RCW 36.70C.130(1). *Lakeside Industries v. Thurston County*, 119 Wn. App. 886, 894, 83 P.3d 433 (2004). Those standards are:

- (a) The body or officer that made the land use decision engaged in unlawful procedure or failed to follow a prescribed process, unless the error was harmless;
- (b) The land use decision is an erroneous interpretation of the law, after allowing for such deference as is due the construction of a law by a local jurisdiction with expertise;

- (c) The land use decision is not supported by evidence that is substantial when viewed in light of the whole record before the court;
- (d) The land use decision is a clearly erroneous application of the law to the facts;
- (e) The land use decision is outside the authority or jurisdiction of the body or officer making the decision; or
- (f) The land use decision violates the constitutional rights of the party seeking relief.

RCW 36.70C.130(1). Cottonwood Investors relies at least on subsections (a), (b), and (e) in its LUPA petition. Some of its arguments suggest that Cottonwood Investors also depends on subsections (c) and (d).

Standards (a), (b), and (e) present questions of law that courts review de novo. *Cingular Wireless, LLC v. Thurston County*, 131 Wn. App. 756, 768, 129 P.3d 300 (2006). Claims under RCW 36.70C.130(1)(c) challenge factual determinations as unsupported by substantial evidence. Under the substantial evidence standard, a sufficient quantum of evidence in the record must persuade a reasonable person that the declared premise is true. *Nagle v. Snohomish County*, 129 Wn. App. 703, 709, 119 P.3d 914 (2005). Claims under subsection (d), which assert that a land use decision involves the clearly erroneous application of law to facts, must leave a court with a definite and firm conviction that a mistake has been committed. *Cingular Wireless*, 131 Wn. App. at 768. A finding is clearly erroneous under subsection (d) when, although some evidence supports it, the reviewing court on the record gains a definite and firm conviction that a mistake has been committed. *Rmg Worldwide LLC v. Pierce Cnty.*, 2 Wn. App. 2d 257, 270, 409 P.3d 1126 (2017).

With respect to the declination of the development agreement, I rule that the city of Walla Walla did not follow a prescribed process because the Walla Walla City Council did not enter the required written findings of fact. The city has not shown the error to be harmless.

ANNEXATION

Cottonwood Investors forwards two related arguments through its LUPA petition when challenging the annexation vote. First, the city of Walla Walla violated procedures to which the city had committed itself three years earlier, when it conditionally accepted annexation. Second, the Walla Walla City Council never scheduled a public meeting for the annexation vote. I conclude that this court lacks authority, in a LUPA action, to address the merits of a city's annexation decision.

Cottonwood Investors contends that the city council, when voting against annexation on October 23, 2024, violated Resolution 65 adopted in 2021. Resolution 65 reads in part:

The annexation petition ... may not be circulated for signature, and a hearing upon the annexation petition under RCW 35A.14.130 shall not be scheduled or held until after a development agreement is approved by the Walla Walla City Council.

Cottonwood Investors adds that the city of Walla Walla DSD represented that the city council would take no annexation vote unless and until the parties entered a development agreement. Cottonwood Investors, however, does not identify the location in the record to support this factual assertion. Cottonwood Investors does not indicate the date and time of the representation, the staff member who uttered the representation, or the specific utterance.

Cottonwood Investors also argues that the Walla Walla City Council violated two of the city ordinances and a state statute when voting to deny annexation. WWMC 20.02.080F provides:

The city council shall by resolution set public hearing(s) to the extent required by RCW 35A.14.130 ... and notice of hearing shall be given as required by the applicable statute.

RCW 35A.14.130, in turn, reads that the city council must schedule a public hearing and publish notice of the hearing on an annexation petition so that “interested persons can appear and voice approval or disapproval of the annexation.” The city of Walla Walla gave no notice of a public hearing on the subject of annexation.

WWMC 20.36.080.A.1 requires that, before a decisionmaker receives information in a public hearing, any party objecting to jurisdiction must assert lack of jurisdiction on the record. The city council did not afford Cottonwood Investors an opportunity to object to jurisdiction over the annexation before declining annexation.

The city of Walla Walla denies that it violated any statute or ordinance when, on October 23, 2004, the city council rejected annexation. Walla Walla, in essence, contends that denial of annexation automatically followed the city council’s rejection of the development agreement.

I need not decide whether or not the city violated any ordinance or statute. Cottonwood Investors only brings a LUPA petition. An interested party may have standing to challenge an annexation vote in the context of another lawsuit. But, this court

lacks authority in a LUPA action to review annexation decisions. RCW 36.70.020(2)(a) excludes annexations from coverage of LUPA. Cottonwood Investors supplies the court no authority for this court to review the propriety of an annexation vote in a LUPA proceeding.

An interesting question arises as to whether the rejection of annexation remains valid when this court rules the city of Walla Walla has yet to properly decline entry of the development agreement. I conclude I also lack authority to answer this question under RCW 36.70.020(2)(a).

DEVELOPMENT AGREEMENT

Cottonwood Investors forwards three and perhaps four related arguments through its LUPA petition when challenging the development agreement vote. First, the city council failed to adopt necessary findings of fact and conclusions of law. Second, the city council diverged from the findings of city staff without an explanation. Third, the council did not base its decision to reject the development agreement on the applicable standards and criteria. Fourth, Cottonwood Investors intersperses throughout its brief challenges to the sufficiency of evidence to support the decision to reject the development agreement. I reserve the first contention, the most imperative or all-encompassing contention, until last. Otherwise, I address these arguments in the order above. I reserve until the very end Cottonwood Investors' claims of a breach of a duty of good faith and promissory estoppel.

A. Divergence from DDS Findings

Cottonwood Investors insists that the Walla Walla City Council needed to either adopt the conclusions of the city of Walla Walla DDS or explain why it disagreed with DDS. Walla Walla answers that, during the October 9 hearing, Mayor Tom Scribner, who moved to deny the development agreement, explained the council's differences with staff. The city highlights that Cottonwood Investors spent ten pages of its opening brief assaulting Mayor Scribner's findings such that the developer knew of the city council's reasoning. I conclude that the Walla Walla City Council did not need to adopt DDS' conclusions or explain why it disregarded the conclusions.

Courts defer to factual determinations made by the highest forum below that exercised fact-finding authority. *Cingular Wireless, LLC v. Thurston County*, 131 Wn. App. 756, 768 (2006). Cottonwood Investors argues that the highest forum that exercised fact-finding authority was DSD. I disagree.

WWMC Chapter 20.34 governs the city of Walla Walla's review and approval of a development agreement. No provision within the chapter authorizes DSD to perform

fact-finding. DSD made a recommendation but did not engage in any formal fact-finding. WWMC 2.34.030 declares:

In determining the appropriate term for a development agreement, *the city council* should consider the type, size and location of the proposal and phasing if proposed. If authorized in the development agreement, an extension may be exercised upon mutual approval of both the developer and the city. All extension requests shall be *reviewed by the city council* after a public hearing on the request unless another process is expressly provided for in the development agreement.

(Emphasis added). In turn, WWMC 20.34.040A reads:

A development agreement shall only be *approved by the city council* after a public hearing. The director shall make a recommendation to the city council, who will determine the hearing body based on the nature of the proposed action necessitating a development agreement. A hearing body, if other than the city council, shall conduct a hearing and forward its recommendation to the city council for consideration and decision.

(Emphasis added). The Walla Walla City Council never referred the development agreement to a hearing body other than itself.

Cottonwood Investors cites *Maranatha Mining, Inc. v. Pierce County*, 59 Wn. App. 795, 801 P.2d 985 (1990) in support of its argument that the Walla Walla City Council needed to defer to the city DSD. Nevertheless, in *Maranatha Mining*, under the county code, the Pierce County Council had opted for appellate, rather than primary, decision-making role regarding applications for unclassified use permits. The city referred Maranatha Mining's application for a permit to a hearing examiner. The examiner granted the permit and entered findings supporting the grant. On review, the county council denied the permit. The Court of Appeals reversed the county council because the hearing examiner's findings bound the council in the absence of the county council entering its own findings of fact. No hearing examiner reviewed the proposed development agreement between Cottonwood Investors and the Walla Walla City Council before the council's examination of the agreement.

Cottonwood Investors also relies on *J.L. Storedahl & Sons, Inc. v. Clark County*, 143 Wn. App. 920, 180 P.3d 848 (2008). In *J.L. Storedahl & Sons*, a mining company filed a LUPA petition after the Clark County Board of County Commissioners reversed a county hearing examiner's grant of a rezone allowing expansion of mining operations. The hearing examiner found that the rezone matched the comprehensive plan and fulfilled all statutory criteria. The superior court affirmed the action of the county

commissioners. This court reversed because the commissioners did not disagree with any facts found by the hearing examiner. The Board of Commissioners violated a Clark County ordinance that required the board, in the event it reversed a hearing examiner's ruling, to adopt an order that contained: (1) a statement of the applicable criteria and standards in this code and other applicable law relevant to the hearing examiner's decision; (2) a statement of the facts that the board finds show the appealed decision does not comply with applicable approval criteria or development standards; (3) the reasons for a conclusion to modify or reverse the decision; and (4) any conditions of approval necessary to ensure the proposed development will comply with applicable criteria and standards.

Cottonwood Investors misplaces its reliance on *J.L. Storedahl & Sons, Inc. v. Clark County*. No hearing examiner issued a decision that went to the Walla Walla City Council. DDS did not conduct a quasi-judicial hearing, nor enter formal findings of fact.

B. Applicable Standards and Criteria

RCW 36.70B.170(1) authorizes a local government to enter a development agreement with a person having ownership or control of real property within its jurisdiction. A city may enter a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement is a voluntary contract detailing the obligations of both parties and specifying the standards and conditions that will govern development of real property. WMC 20.34.010.

This section of the ruling raises three related, but distinct, questions. First, what standards, guidelines, factors, or criteria *could* the Walla Walla City Council have considered when determining whether to adopt the Cottonwood Investors development agreement? Second, what standards, guidelines, factors, or criteria *must* the Walla Walla City Council have considered? Third, what standards, guidelines, factors, or criteria *did* the Walla Walla City Council consider?

Cottonwood Investors insists that the Walla Walla City Council should have only considered "whether the development agreement satisfied applicable standards for a development agreement." (Page 27 of opening brief). Later, however, it writes that the city council could have contemplated whether the proposed development satisfied development regulations and provided sufficient mitigation for anticipated problems. Compliance with regulations and mitigation may relate to, but probably add to, the concept of applicable standards. In turn, Cottonwood Investors highlights that city staff and two councilmembers opined that the city council must limit its review to these three considerations. Cottonwood Investors identifies no rule that comments from staff or one individual councilmember bind the city or city council as a whole. Nor does Cottonwood

Investors cite any law that limits the city council’s decision to the questions of whether the development agreement complies with applicable standards and development regulations and whether mitigation suffices. Cottonwood Investors also does not define what it considers to be development regulations, such that I wonder if the comprehensive plan falls within the definition. I also do not know if “development standards” and “development regulations” are coextensive.

When arguing that the city council must limit its review to determining whether the proposed development agreement satisfies applicable standards, Cottonwood Investors cites WMC 20.34.020.A and three Washington decisions. WMC 20.34.020.A reads:

- A. A development agreement must set forth the *development standards* and other provisions that shall apply to, govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement; provided, that:
1. The development agreement shall be consistent with all applicable *development regulations*.
 - ...
 3. For the purposes of this section, “development standards” includes, but is not limited to:
 - a. Project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes;
 - b. The amount and payment of impact and mitigation fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions or other financial contributions by the property owner, inspection fees, or dedications;
 - c. Mitigation measures, development conditions, and other requirements under Chapter 43.21C RCW;
 - d. Design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features;
 - e. Affordable housing, if applicable;
 - f. Parks and open space preservation;
 - g. Phasing;
 - h. Review procedures and standards for implementing decision;
 - i. A build-out or vesting period for applicable standards; and
 - j. Any other appropriate development requirement or procedure.
- (Ord. 2021-46 § 7, 2021).

(Emphasis added). WMC 20.34.020.A reads that the development agreement must comply with all applicable development standards. Nevertheless, the ordinance does not

read that the city council must limit its decision to approve or reject the development agreement solely to the development standards.

When Cottonwood Investors complains that the Walla Walla City Council failed to address the controlling standards for a development agreement, I assume it also refers to the standards listed in RCW 36.70B.170(3). Under this statute, any development agreement must list the development standards that shall govern the development, use, and mitigation of the development of the real property. “Development standards” includes, but is not limited to: (a) project elements such as permitted uses, residential densities, and nonresidential densities and intensities or building sizes; (b) the amount and payment of impact fees imposed in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees, or dedications; (c) mitigation measures and development conditions; (d) design standards such as maximum heights, setbacks, drainage and water quality requirements, landscaping, and other development features; (e) affordable housing; (f) parks and open space preservation; (g) phasing of the development; (h) review procedures and standards for implementing decisions; (i) and a vesting period for the applicable standards. WMC 20.34.020.A borrows most of its provisions from RCW 36.70B.170(3).

RCW 36.70B.170(1) demands that the development agreement incorporate the standards listed in subsection (3), but neither subsection expressly demands that the city council consider all of the standards, let alone any of the standards, when entering or rejecting a proposed development agreement. The statute does not explicitly require approval of a proposed development agreement if the agreement addresses all or some of the standards. The statute does not explicitly demand rejection of the draft agreement if the agreement does not fulfill one or more of the standards.

RCW 36.70A.040(4)(d) goes beyond RCW 36.70B.170(3) and WMC 20.34.020.A and requires that development regulations be consistent with and implement the city’s comprehensive plan. Since the proposed development agreement imposes development regulations on Cottonwood Investors, I assume both parties agree that, in addition to the factors under RCW 36.70B.170(3) and WMC 20.34.020.A, the comprehensive plan serves as a criterion by which the city council adjudges the development agreement. RCW 36.70A.040(4)(d) thereby suggests that a city may disapprove a development agreement simply on the basis that the proposed agreement has terms that conflict with the comprehensive plan. WWC § 20.36.090 also demands the city, after a public hearing, to approve or deny an application based on findings that address the comprehensive plan.

Neither RCW 36.70B.170(3) or WMC 20.34.020.A specifically list traffic safety as a factor to consider, but WMC 20.34.020.A(3)(j) authorizes the Walla Walla City

Council to consider other appropriate factors for a residential development. A development agreement must do no harm to public health, safety and welfare. *Miller v. Port Angeles*, 38 Wn. App. 904, 913, 691 P.2d 229 (1984). A city's police power extends to regulatory measures promoting the safety of roads for vehicle traffic and pedestrians. *Miller v. Port Angeles*, 38 Wn. App. 904, 910 (1984). Thus, a city may consider traffic safety when rejecting a development agreement.

RCW 36.70B.170(4) permits the city to obligate the developer, through the development agreement, to fund or provide services, infrastructure, or other facilities. The city of Walla Walla writes that this provision implies that a city may consider the cost to the city of a development's infrastructure when reviewing a proposed development agreement. If the developer does not pay for all of the services, infrastructure, or facilities, the city must. Therefore, I agree with the city. Cottonwood Investors does not argue to the contrary.

Outside of the confines of WMC 20.34.020.A, RCW 36.70B.170(3), and RCW 36.70A.040(4)(d), Washington law does not require that the municipal corporation approve the development agreement under any specific circumstances. The law does not demand that the government body give more weight to one factor over others. The law provides no parameters for balancing opposing considerations. The law does not demand that the reviewing body count those factors favoring entry and those factors disfavoring entry of a development agreement and declare the highest count the winner.

Because the law emphasizes a development agreement as being a voluntary agreement, one might argue that a city council may reject a development agreement for any reason, including an arbitrary or nonsensical reason, or for no reason at all. I conclude otherwise, however, because of the LUPA principles. RCW 36.70C.130(1) impliedly requires the city to review standards, regulations, and other considerations while correctly interpreting the law and basing its decision on the evidence.

In addition to WMC 20.34.020.A, Cottonwood Investors relies on *Kenart & Associates v. Skagit County*, 37 Wn. App. 295, 680 P.2d 439 (1984), *Woods v. Kittitas County*, 162 Wn.2d 597, 174 P.3d 25 (2007), and *Nagatani Brothers, Inc. v. Skagit County Board of Commissioners*, 108 Wn.2d 477, 739 P.2d 696 (1987) to support its argument. None of the cases address considerations relevant to the entry of a development agreement.

Before discussing whether the development agreement met standards and other factors, I note that Cottonwood Investors argues that the city cannot rely on public comments to support its decision, including any findings of fact, because no witness testified under oath. Cottonwood Investors cites no law for this proposition. If I ignored testimony favorable to the city's decision, I would also need to ignore testimony

favorable to Cottonwood Investors. None of the records submitted to the city council, including the staff report, were prepared under oath. I would be left with no evidence. Since Cottonwood Investors carries the burden to show error, it could not show error without some evidence.

I move to the factors under which the Walla Walla City Council denied entry into the Cottonwood Investors development agreement to determine if the city council properly rejected the development agreement. In doing so, I, for the time being, assume that a majority of the Walla Walla City Council adopted as the basis for rejection of the development agreement the Scribner quartet announced by Mayor Tom Scribner when moving to reject the development agreement at the close of the October 9 city council meeting. AR 2363. I also assume the city council adopted the lengthy exegesis of Mayor Scribner that followed the announcement of the quartet. Those four factors are:

1. Conflict with the comprehensive plan.
2. Public safety.
3. Costs to city.
4. Affordable housing.

I will later discuss whether the city council sufficiently adopted these considerations as findings of fact.

The Walla Walla City Council rejected the agreement in part because of its purported conflict with the city's 2018 comprehensive plan. Cottonwood Investors adamantly disagrees that its development and the development agreement diverge from the comprehensive plan. After a review of the comprehensive plan, I disagree with Cottonwood Investors.

According to Mayor Tom Scribner, the development conflicted with the comprehensive plan's disallowance of development in the southern part of the UGA. AR 2372. According to Cottonwood Investors, the comprehensive plan instead designated the property for residential use. Cottonwood Investors does not cite where in the comprehensive plan the land is so designated.

Mayor Tom Scribner commented that the property lies in the comprehensive plan's rural transition area which area would adversely suffer with dense development. AR 2366. To repeat, Cottonwood Investors asserts that the property instead is zoned residential. Cottonwood Investors does not cite any of the record to show the property to be zoned residential. The community character map on the plan's page CC-3 confirms the statement of Mayor Scribner. On this basis alone, the city likely could deny the development agreement. But I will proceed further.

Cottonwood Investors highlights the description of “rural transition” on page CC-5 of the 1998 comprehensive plan. The description reads in part: “The rural transition area has evolved from agriculture to *more dense* residential development with some suburban lots remaining.” The logical reading of the sentence is that the rural transition area is denser with houses than the agricultural area. “Agricultural” is the only comparable in the paragraph. I do not read the sentence as stating the rural transition area may include a dense residential development.

According to the map on page CC-13 of the comprehensive plan, the 104-acre parcel lies within the urban/rural edge of the city. Page CC-10 of the plan reads:

Urban/Rural Edge. An important part of Walla Walla’s identity are the views of the surrounding countryside and the quick transition from urban conditions to the surrounding rural landscapes. This urban rural transition is what gives the city the visual image of a unique oasis in the Palouse, which has grown more important with the emergence of wine tourism. The key to maintaining this urban/rural transition is careful land use planning.

The city council vote legitimately considered the blockage of views of current homeowners in the vicinity of the 104-acre parcel.

On the same subject, page CC-10 of the 1998 comprehensive plan reads that the urban rural transition area gives the city visual image of a unique oasis in the Palouse, an important feature for wine tourism. The proposed development does not fit this picture.

The city of Walla Walla 2018 Comprehensive Plan promotes development to the north rather than the south. LU-7 reads:

LU Policy 1.8 Encourage new population and commercial growth in the north and northwest portions of the urban growth area

Page LU-5 of the comprehensive plan provides:

Future Study Area UGA North At such time new land needs to be added to the City’s urban growth area based on the City’s land capacity analysis and population growth projections, the desired location is north of US 12. The future study area needs to take into account the City’s desire to cost effectively deliver urban services and the County’s desire to preserve prime agricultural land. An update to Walla Walla County’s Agricultural Resource Land Inventory report is necessary.

No similar policy encourages growth on the south side.

Page LU-5 also declares

Multi-family Development A majority of vacant/redevelopable residential land in the planning area is zoned as R-96, which encourages single-family development. Currently, no developable land is zoned for multi-family residential development. A goal of this land use element is to encourage a variety of housing types, including multi-family development. Strategically, through zoning, the City plans to designate additional developable land for multi-family type uses.

Similarly, the comprehensive plan discourages development distant from community facilities and services. The plan seeks to ensure “that new subdivisions and housing are designed to accommodate pedestrian and bicycle access within the development to nearby community facilities and amenities, such as schools, parks, shopping areas, transit corridors, and employment centers.” LU-9.

Cottonwood Investors does not directly argue that the city of Walla Walla needed to enter the development agreement because the 104-acre parcel lay within Walla Walla’s urban growth area. Some of its arguments, however, indirectly assert this contention. Cottonwood Investors emphasizes that the comprehensive plan conflicts with the designation of the urban growth area. I conclude, however, that the city of Walla Walla does not violate LUPA standards when basing its decision on the comprehensive plan rather than the urban growth area. The urban growth area is not zoning. At least one statute demands that the development agreement be consistent with the comprehensive plan. No statute or ordinance requires that the development agreement coincide with the urban growth area designation. The city well documented the change in public sentiment between 1996 and 2018 to place residential development north of downtown. When Cottonwood Investors began planning for its development, it knew or should have known of the contents of the comprehensive plan that directed residential development to the north of the city.

Mayor Tom Scribner noted that the property lies in a flood zone. AR 2367-68. Cottonwood Investors does not deny that the land lies in a flood zone. It argues that conditions to development can mitigate any exposure to flooding. This argument misses the point, however. A city may deny a development agreement on the ground that the development endangers the health and safety of the community, which flooding does. The law does not demand that a city undertake extensive regulation to prevent wreckage. The law does not command that a city require the developer to perform extensive mitigation measures to prevent the same wreckage so that the city must enter into a development agreement with those extensive measures.

Mayor Tom Scribner mentioned that the property lies in the southernmost part of Walla Walla's urban growth area in a location far removed from downtown and in an area which needs significant public improvements to facilitate development. Cottonwood Investors takes this comment and suggests that the city wishes to unlawfully impose costs on Cottonwood Investors that do not relate to the 104-acre parcel. I analyze the comment differently. Mayor Tom Scribner recognized that the city must pay for some of the costs to extend infrastructure to the parcel and the city cannot afford to bear these costs. On at least two occasions, Mayor Scribner mentioned that he did not ask the developer to pay for infrastructure other than its proportional share. AR 2363. Costs are a legitimate basis for a city to reject a development agreement.

The city council based its decision in part on the development's purported conflict with the land use and transportation policies of the 2018 Comprehensive Plan. AR 2367-70. Page TP-10 of the comprehensive plan declares:

It is difficult to provide urban services to the portion of the UGA south of Prospect Avenue.

The Cottonwood Investors acreage lies south of Prospect Avenue. The city council's concern for costs conflates with this recognition of the difficulty of supplying urban services to the acreage.

Mayor Tom Scribner also mentioned rejection of the development agreement because of the goal of affordable housing. Cottonwood Investors proposes single family residences only. According to Mayor Tom Scribner, the city of Walla Walla considers affordable housing to be that housing affordable to working families and median income families. AR 2379. In addition to RCW 36.70B.170(3)(e), WPMC § 20.34.020(A)(3)(e) mentions affordable housing as a relevant consideration for a development agreement.

Cottonwood Investors recites principles and cites cases to the effect that a comprehensive plan need not strictly be followed. Along the same lines, a comprehensive plan only establishes a general policy guide. But none of the rules or decisions require a city council, when addressing a development agreement, to ignore even the generalities of a comprehensive plan.

One does not need to peruse the public hearing transcript to conclude that substantial evidence supports the Walla Walla City Council finding that the proposed Cottonwood Investors development conflicts with the comprehensive plan. One need only read the comprehensive plan.

Cottonwood Investors asserts that one or more city council members rejected the development agreement based on considerations outside the scope of the proceeding and the scope of the evidence before the council. Cottonwood Investors identifies the following comments of councilmembers:

[Mayor Scribner]: And the Cottonwood development, because of its location, not the plan itself, but because of its location doesn't satisfy any of those Comprehensive Plan requirements. AR 2372.

[Councilmember Eskil]: [Traffic is] not the developer's problem, it's a community problem... But I'd like to have a plan before we move forward. AR 2352

Cottonwood Investors argues that these comments show that the two councilmembers based their votes on whether any development should occur on the 104-acre lot not on whether the development agreement satisfied the applicable standards or served its functions.

Cottonwood Investors cites no cases that deem a desire for no development in the subject area as an impermissible basis for voting against a development agreement. Cottonwood Investors' argument assumes that Mayor Scribner and Councilmember Eskil's grounded their respective votes solely on desiring no development. The argument fails to note that the gentlemen based their vote on many factors. Cottonwood Investors cites no law that suggests, even assuming a desire for no development to be an impermissible criterion, the vote fails if one voter with such a position only used the criterion as one of many factors on which he or she based his or her vote.

Cottonwood Investors complains that Mayor Tom Scribner effectively placed a moratorium on development south of the city. Mayor Scribner commented: "We have right now not built on this urban-rural transition...." Assuming Mayor Scribner wishes this moratorium, the city council as a whole only voted to reject Cottonwood Investors' development agreement. No moratorium is in place.

Cottonwood Investors contends that city staff represented to it that the development agreement needed to establish zoning standards and mitigate impacts resulting from the development. Cottonwood Investors does not disclose who, when, and where city staff uttered the comments. Cottonwood Investors does not allege that any staff member represented that the agreement *only* needed to establish zoning standards and mitigation measures. Cottonwood Investors cites no law that any representations by city staff bind the city council or the city.

Cottonwood Investors highlights that Resolution 2021-65 reads that the city of Walla Walla “conditionally accepts” the 104-acres for annexation. This language speaks nothing about accepting a development agreement. The resolution conditioned annexation on the entry of a development agreement. The resolution did not demand that the city necessarily enter a development agreement or enter a development agreement under any particular circumstances. The resolution made no promises of entry of a development agreement as long as the development met all applicable regulations and mitigated all potential harm.

C. Sufficient Findings

Assuming the Walla Walla City Council had sufficient grounds to reject the development agreement, Cottonwood Investors still contends that the city council failed to enter adequate findings of fact. As highlighted by Cottonwood Investors, the city council entered no findings of fact labeled as such.

The city of Walla Walla argues that Cottonwood Investors unduly complicates city council decision-making by demanding that the city enter detailed, if not endless, findings of fact that address the minutiae of the proposed residential development. According to the city, findings of fact serve as a means of permitting a reviewing court to discern the reasons behind an administration body’s decision. The city insists that the Scribner quartet serves as the city council’s findings of fact and the quartet suffices to uphold the denial of the development agreement. In turn, Cottonwood Investors argues that, assuming this court accepts the Scribner quartet as findings, those findings, being general in nature, do not satisfy the need for findings.

The city of Walla Walla impliedly concedes that, because it sat as a quasi-judicial body when addressing the development agreement, the city council needed to enter findings. An administrative body *must* enter findings on matters which establish the existence or nonexistence of determinative factual matters. *In re LaBelle*, 107 Wn.2d 196, 219, 728 P.2d 138 (1986).

WMC 20.34.040A outlines the procedure for approval of a development agreement. The opening sentence reads: “A development agreement shall only be *approved* by the city council after a public hearing.” Because of the word “approved,” one might argue that, when the city council disapproves a development agreement, the council need not do so after a public hearing or by following any particular process. The city of Walla Walla does not forward this argument. I proceed on the assumption that the Walla Walla City Council, when considering the Cottonwood Investors development agreement, needed to conduct a public hearing and follow the rules for a public hearing regardless of its decision.

A city may approve a development agreement by ordinance or resolution only after a public hearing. RCW 36.70B.200. The city council may delegate authority to the city planning commission or a hearing examiner to conduct the hearing. RCW 36.70B.200. If the development agreement relates to a project permit application, the provisions of chapter 36.70C RCW, LUPA, apply to the appeal of a decision regarding the development agreement. RCW 36.70B.200.

WMC Chapter 20.36 governs city of Walla Walla public hearings. Cottonwood Investors contends the Walla Walla City Council breached WMC 20.36.090, which addresses findings and the notice of a decision. The ordinance reads:

A. Following the public hearing procedure described in Section 20.36.080, the approving authority shall approve, conditionally approve, or deny the application *based on findings that address or relate to the applicable standards and criteria of this code* and other referenced chapters of the Walla Walla Municipal Code and the Comprehensive Plan.

B. The approving authority's *written decision* or action shall be issued as soon as practicable following the hearing and within the time required by Section 20.14.090.

C. Notice of decision shall be given as provided in Section 20.14.090.

(Emphasis added).

Walla Walla argues that it need not have entered written findings. The city cites *State ex. rel. Smilanich v. McCollum*, 62 Wn.2d 602, 607, 384 P.2d 358 (1963) and *State v. McLean*, 178 Wn. App. 236, 243, 313 P.3d 1181 (2013) for the rule that a body need not enter written findings unless a statute, ordinance, or rule expressly mandates such. I agree with this rule, but disagree with Walla Walla's application of the rule.

WMC 20.36.090A demands that the city approve or deny an application "based on findings." To repeat, WMC 20.36.090B then declares:

B. The approving authority's *written decision* or action shall be issued as soon as practicable following the hearing and within the time required by Section 20.14.090.

WMC 20.36.090A does not expressly direct that the city adopt findings in writing. But I inescapably conclude that those findings must be in writing because findings inevitably become an integral part of the decision, which must be in writing under WMC 20.36.090B.

WMC 20.36.090 encapsulates the concepts of “findings” and “written decision” in the same ordinance. A court views an ordinance, like a statute, as a whole. *R. Thoreson Homes, LLC v. Prudhon*, 197 Wn. App. 38, 44, 386 P.3d 1139 (2016). Courts glean the plain meaning of a statute by considering the text of the provision in question, the context of the statute in which the provision is found, related provisions, and the statutory scheme as a whole. *Association of Washington Spirits & Wine Distributors v. Liquor Control Board*, 182 Wn.2d 342, 350, 340 P.3d 849 (2015); *McFarland v. Tompkins*, 567 P.3d 1128, 1141 (2025).

The city relies on *Hayden v. City of Port Townsend*, 28 Wn. App. 192, 195, 622 P.2d 1291 (1981), wherein the court of appeals wrote that the law does not expressly mandate a particular formality for findings of fact. Nevertheless, the Port Townsend city council recited findings in its minutes of the meeting addressing zoning. No Port Townsend ordinance referenced a written decision.

Written findings facilitate appellate review. *State v. Head*, 136 Wn.2d 619, 622, 964 P.2d 1187 (1998). An oral ruling may not sufficiently address all of the facts behind the court’s decision. *State v. Head*, 136 Wn.2d 619, 623 (1998). Written findings and conclusions also enable the appealing party to focus on issues arguably supported by the record and avoid pursuing issues obviously lacking merit. *State v. Head*, 136 Wn.2d 619, 623 (1998).

In a criminal decision, the Washington Supreme Court upheld CrR 6.1(d)’s demand for written findings of fact. *State v. Head*, 136 Wn.2d 619 (1998). The lack of written findings required a remand to the superior court for entry of findings.

Next, the city of Walla Walla argues that it entered written findings of fact. According to the city, the transcript of the October 9 city council, particularly the comments of Mayor Tom Scribner, serve as the writing. In response, I note that an appellate court generally does not accept a trial court’s oral opinion as the necessary findings of fact for a bench trial. *State v. Mallory*, 69 Wn.2d 532, 533, 419 P.2d 324 (1966). In *State v. Mallory*, the Supreme Court knew the content of the trial court’s oral ruling because of a hearing transcript. The Supreme Court did not deem the transcript to be written findings.

Alas, because I hold the findings, even as expressed in the hearing transcript, fall short of the detail and formality needed, I do not resolve whether the transcript qualifies as being written. On remand, I encourage the Walla Walla City Council to enter written findings of fact, beyond a hearing transcript.

I now review principles behind the review of findings of fact and decisions that address the sufficiency of the Walla Walla City Council’s purported findings. I consider

those purported findings of fact to be the Scribner quartet. I review decisions that address appeals from both administrative agencies and trial courts. Reviewing courts subject findings of fact by an administrative agency to the same requirements as findings of fact drawn by a trial court. *Weyerhaeuser v. Pierce County*, 124 Wn.2d 26, 35, 873 P.2d 498 (1994).

Findings of fact ensure that the decisionmaker has fully and properly addressed all the issues in the case before its decision and permit full disclosure to the parties and the appellate court of the bases of its decision. *Weyerhaeuser v. Pierce County*, 124 Wn.2d 26, 35-36 (1994); *In re LaBelle*, 107 Wn.2d 196, 218–19, 728 P.2d 138 (1986). When the law requires findings, those findings must be sufficiently specific to permit meaningful review. *In re Detention of LaBelle*, 107 Wn.2d 196, 218 (1986); *Matter of Detention of G.D.*, 11 Wn. App. 2d 67, 69 (2019). No particular formality is expressly mandated. *Hayden v. City of Port Townsend*, 28 Wn. App. 192, 195 (1981).

The administrative body must enter findings on matters which establish the existence or nonexistence of determinative factual matters. *In re LaBelle*, 107 Wn.2d 196, 219 (1986). The findings must contain ultimate facts; mere statements of legal conclusions will render the findings insufficient. *State ex rel. Petroleum Transportation Co. v. Washington Public Services Commission*, 35 Wn.2d 858, 862, 216 P.2d 177 (1950); *State ex rel. Bohon v. Department of Public Service*, 6 Wn.2d 676, 672, 108 P.2d 663 (1940). The findings should indicate the facts which support the body's conclusions. *In re Detention of LaBelle*, 107 Wn.2d 196, 218 (1986); *Matter of Detention of G.D.*, 11 Wn. App. 2d 67, 69 (2019). The findings should not be check-the-box standard findings. *Matter of Detention of G.D.*, 11 Wn. App. 2d 67, 69-70 (2019). The findings should do more than restate the parties' arguments, quote testimony, and reach some conclusions. In *State ex rel. Petroleum Transportation Co. v. Washington Public Services Commission*, 35 Wn.2d 858, 860 (1950). Findings of fact that parrot statutory requirements may survive scrutiny if they are specific enough to permit meaningful appellate review. *In re Dependency of K.R.*, 128 Wn.2d 129, 143, 904 P.2d 1132 (1995); *Matter of W.W.S.*, 14 Wn. App. 2d 342, 362–63, 469 P.3d 1190, 1202 (2020). More detail may be needed if a statute or court rule requires findings be in writing. *Matter of Detention of G.D.*, 11 Wn. App. 2d 67, 70 (2019).

The trial court need not make findings of fact on every contention of the parties. *Daughtry v. Jet Aeration Co.*, 91 Wn.2d 704, 707, 592 P.2d 631 (1979); *City of Tacoma v. Fiberchem, Inc.*, 44 Wn. App. 538, 541, 722 P.2d 1357 (1986). The trial court need only enter findings identifying the material issues before the court, the issues on which the trial court ruled, and the basis for the ruling. *Daughtry v. Jet Aeration Co.*, 91 Wn.2d 704, 707 (1979); *City of Tacoma v. Fiberchem, Inc.*, 44 Wn. App. 538, 541 (1986). When assessing the sufficiency of evidence, this reviewing court may consider all facts in

the record. *Shultes v. Halpin*, 33 Wn.2d 294, 306, 205 P.2d 1201 (1949); *City of Tacoma v. Fiberchem, Inc.*, 44 Wn. App. 538, 541 (1986).

I discuss some Washington decisions to give some flesh to the above rules. In *State ex rel. Bohon v. Department of Public Service*, 6 Wn.2d 676, 108 P.2d 663 (1940), railroads appealed an order of the Department of Public Service that cancelled rate schedule decreases filed by railroad companies. In the schedules, the railroads reduced their rates for the transportation of petroleum products marketed by California petroleum companies from marine terminals in Vancouver and on the Puget Sound to destinations in eastern Washington. Montana oil producers had entered the eastern Washington petroleum market. In response, the California petroleum companies built large storage facilities in Umatilla and Attalia, barged the product to the facilities, and delivered the petroleum by truck. Attalia was a small community in Walla Walla County that joined the company of the dinosaur and dodo bird with the building of the McNary Dam and the formation of Lake Wallula. Railroad companies feared the California producers would no longer employ their services. The Department of Public Services along with the Interstate Commerce Commission investigated the railroad companies lowering of rates and issued an order revoking the rates and fixed a minimum rate for the future. The superior court affirmed the department's order.

On appeal to the Supreme Court, the railroad companies challenged the sufficiency of the Department of Public Services' findings entered when the department issued its order denying the rate decrease and fixing a minimum price. A Washington statute demanded the department, at the conclusion of a hearing, "render findings concerning the subject matter and facts inquired into, and shall enter its order based thereon." The Supreme Court reviewed earlier decisions, from which it derived a number of principles when entering findings. The statute contemplated a statement of the facts found in direct and certain language, sufficiently clear as to leave no misunderstanding as to their meaning and purport. Simply identifying the parties' contentions did not suffice. Repeating hearing testimony also did not suffice.

The Supreme Court, in *State ex rel. Bohon v. Department of Public Service*, noted the task of the Department of Public Services was deciding whether the rate charged was just and reasonable while seeking the lowest possible price to be paid by shippers and consumers. The department's findings included at length the history behind delivering oil products to eastern Washington both from the Pacific coast and eastern Montana. The findings noted the need to prevent the elimination of competition resulting from one mode of transportation ceasing because of the lack of profit. The findings referenced evidence submitted by the railroad companies of costs. After expressing doubt that rail costs should be a determining factor, the findings recited that the department used the costs presented as one of its guides. The findings mentioned cost studies made by the department, after which the findings stated the impossibility of determining the cost to

California companies to have their products moved up the Columbia River to Attalia and Umatilla and from there distributed to the Inland Empire markets. The findings also noted changing conditions that could impact the profitability of rates. The Department ended its discussion with specific findings of fact:

1. We find that the rates named on bulk petroleum products as described and set forth in Appendix 'A,' attached hereto, should be the minimum reasonable rates for both railroads and motor vehicle carriers between the points named and that such rates should be made subject to the rules set forth therein.

2. We further find that in cases where the present effective railroad rates are lower than those set forth in Appendix 'A', the involved rail lines should be required to correct their tariffs by naming rates which are either the same or higher than those set forth in Appendix 'A' and that such changes should be made on statutory notice and become effective not later than January 10, 1940.

3. We further find that Department of Public Service Tariff No. 7 should be corrected on statutory notice by naming point-to-point rates set forth in Appendix 'A', such rates to become effective January 10, 1940.

4. We further find that Supplements 5 and 6 to W. J. Bohon Tariff No. 14-N, W.D.P.S. No. 535, should be cancelled as of November 9, 1939 and that permission should be granted to file such cancellation supplement on one day's notice.

5. We further find that the original order in F.H. 7223 should be vacated and set aside in so far as it fixes rates.

The Supreme Court reversed the Department of Public Service. While the department's discursive narration of the conditions and events leading to the proceeding strongly suggested that the final decision of the department was based, in part, on the rates which competitive lines of transportation must charge in order to continue in business, the opinion did not definitely and clearly say so. While the decision referred in a general way to well recognized rate-making factors and recited that due consideration to all of the facts in the record had been given, the decision contained no specific findings as to the factors on which it based its order. In turn, the specific findings at the end of the decision amounted to nothing more than ultimate conclusions drawn from the preceding general narrative. The department entered no finding of the cost of all-rail transportation.

State ex rel. Petroleum Transportation Co. v. Washington Public Services Commission, 35 Wn.2d 858, 216 P.2d 177 (1950) comes from a bygone era of common carrier regulation. A Washington statute compelled the public services commission, before it issued a permit to transport goods, to hold a public hearing and find: (1) that the applicant was financially able, properly and adequately equipped and capable of

conducting the subject transportation service; (2) that the additional service would not unreasonably congest the highways or unreasonably endanger the stability and dependability of the service essential to the public needs; and (3) that the granting of a permit would be in the interest of the shipping public and would not tend to impair the stability or dependability of existing service essential to the public needs or requirements. The Supreme Court reversed the granting of a permit because the commission's findings of fact consisted of argument, recitation of facts, quoting of evidence, and conclusions. I would bore the parties by quoting the lengthy findings about the equipment of the applicant, the location of the equipment, financial ability of the applicant, the laws governing motor freight carriers in the State of Washington, the other available shippers, location of petroleum supplies, the possible customers of the applicant, difficulties encountered by transport companies, and trucks returning without a load from a trip. The findings quoted pages of testimony from the hearing transcript. The findings concluded with the statement that:

No convincing evidence to the contrary having been presented, and the record supporting our findings, the Department finds that to grant to the applicant the authority set forth in the order herein will be in the interests of the shipping public and will not tend to impair the stability or dependability of existing service essential to the public needs or requirements being rendered in the area which the applicant seeks to serve.

The order did not contain any reference to the question of whether the issuance of a permit would unreasonably congest highways. The Supreme Court deemed a factual response to this question important because of the presence of twenty-one carriers authorized to render service in the territory which Pacific Inland Transport, Ltd. sought to serve. Because the department failed to issue critical findings, the order granting the permit was void. The court remanded the case to the department to enter proper findings on the record already made or to be made.

In *Weyerhaeuser v. Pierce County*, 124 Wn.2d 26 (1994), landowners appealed the county council's approval of a hearing examiner's decision approving a conditional use permit application and dismissing an environmental impact statement (EIS) appeal with respect to proposed sanitary landfill project. The superior court reversed, and the county and the landfill operators appealed. The Supreme Court affirmed the superior court while ruling, in part, that the hearing examiner's findings and conclusions were inadequate to determine basis for his decision upholding adequacy of EIS.

The bulk of the hearing examiner's decision consisted of summarizing evidence presented without any guidance as to how disputed evidence was resolved. For example, one important issue was whether the proposed landfill project was a public or private project. The sole "finding" on the issue was: "The proposal advanced by the applicant is

for a private project as defined by WAC 197–11–440(d) [*sic*, should be 197–11–780].” The exact same sentence was then repeated as a conclusion of law. Another crucial issue was whether the EIS adequately discussed alternatives to the proposed project. Findings included: “Based upon the evidence presented, it appears that the environmental evaluation of the Planning Division is adequate.” Hearing Examiner Decision, case CP 8–89, finding of fact 2. “All Pierce County policies, state statutes and regulations are being met....” Hearing Examiner Decision, case CP 8–89, finding of fact 13. As a conclusion of law, the hearing examiner concluded: “The Environmental Impact Statement filed as a final EIS is adequate.” Hearing Examiner Decision, case CP 8–89, conclusion of law 4.

The Supreme Court, in *Weyerhaeuser v. Pierce County*, reasoned that the findings and conclusions were inadequate to determine the basis for the hearing examiner’s decision upholding the adequacy of the EIS. While a finding recited that the project is a private project, the court could not determine the basis for that conclusion. The findings also failed to explain how the hearing examiner concluded the EIS was adequate. The hearing examiner never addressed whether the EIS contained a proper discussion of alternatives to the proposed site, as required, yet that issue involved a major challenge to the adequacy of the EIS.

In *Kenart & Associates v. Skagit County*, 37 Wn. App. 295, 680 P.2d 439 (1984), the Court of Appeals offered detailed guidance for entry of findings of fact needed for appellate review. The board of county commissioners denied a developer’s application for a planned unit development. The Court of Appeals remanded for a further hearing and for clarification.

The Court of Appeals, in *Kenart & Associates v. Skagit County*, shared a number of observations about the county commissioner’s findings. The commissioners found that the planned unit development would contribute to the loss of agricultural lands, but the finding conflicted with the comprehensive plan which dictated residential rather than agricultural use of the area. Evidence supported the county commissioners’ finding that the development would increase traffic levels on a nearby state route, but the findings did not discuss whether the developer’s proposed solution alleviated the problem. A finding that potential drainage problems existed was not sufficiently precise to explain a denial in the face of a contrary opinion by the Public Works Department. The commissioners’ finding that fire and police protection would not suffice conflicted with the opinions of reviewing agencies. The mere fact that more houses meant more children and more children mean greater school capacity was needed did not end the inquiry for purposes of conclusory findings. Any finding that existing rural life styles might be disrupted by the proposed use was insufficient to support denial of the plat in view of a comprehensive plan which authorized the population density requested by the developer. Findings that the community needed no additional lots and that the public interest would not be served

by approving the proposed plat constituted mere recitals that needed support from underlying facts.

On appeal, Kenart & Associates also contended that, because of the denial of the permit for the development, the Skagit County Board of County Commissioners needed to disclose those steps needed to obtain approval at a later date. The Supreme Court rejected any such obligation on the county.

In *In re Detention of LaBelle*, 107 Wn.2d 196 (1986) and *Matter of Detention of G.D.*, 11 Wn. App. 2d 67 (2019), the respective trial court's findings merely parroted language from the disability statute that allows commitment if the person presented a likelihood of serious harm to herself. The court findings did not suffice to permit meaningful appellate review because they did not indicate the factual bases for the court's conclusion that G.D. or LaBelle presented a likelihood of serious harm to their respective selves. MPR 2.4(b)(3) required written findings.

The seven cases discussed require a Washington body sitting in a quasi-judicial capacity to provide more information than the conclusory Scribner quartet. Conversely, the same legal sources anticipate the quasi-judicial body to issue findings more succinct than 19 pages of a hearing transcript.

I expound further. Mayor Tom Scribner moved to deny the application for the development agreement. He couched his motion with the phrase: "for reasons stated." He previously listed his quartet of reasons and previously discussed some of the underlying basis for those reasons. Nevertheless, a person's "reasons" for voting a particular way are not facts in addition to being conclusory. Mayor Scribner likely mentioned some of those facts behind his reasons before asserting his motion, but one reading the transcript does not know which of those facts the city council wished to adopt as part of its written decision. The city does not argue that this court should sort through Mayor Scribner's soliloquy and make findings on its own.

Although the mayor of Walla Walla, Tom Scribner was not the only one voting to deny the development agreement. Three others joined. One might assume that the other three, and in particular council member Monte Willis who seconded the motion, joined in those reasons. But the record does not confirm any consensus as to the resolution of dispute facts and on what facts the majority of the city council based the denial. The city of Walla Walla's decision was a group decision and those who vote with the majority should be afforded the opportunity to comment and approve of a written set of findings

City Attorney Timothy Donaldson admirably outlined in the city's brief places in the record to support Mayor Tom Scribner's list of four reasons. But the reviewing court

should be able to look at a detailed list of findings and then employ the defending party's citation to the record to easily determine if facts support the findings.

Detailed written findings help the city council, Cottonwood Investors, and this court to determine what matters. Written findings will help the court better address the contentions of Cottonwood Investors.

DUTY OF GOOD FAITH

Cottonwood Investors argues that the city of Walla Walla owed it a duty of good faith and fair dealing. Nevertheless, the implied covenant of good faith and fair dealing does not impose a free-floating obligation of good faith on the parties. *Rekhter v. State, Department of Social & Health Services*, 180 Wn.2d 102, 113, 323 P.3d 1036 (2014). Instead, the duty of good faith and fair dealing arises only in connection with terms agreed to by the parties.” *Rekhter v. State, Department of Social & Health Services*, 180 Wn.2d 102, 113(2014). The implied duty of good faith is derivative, in that it applies to the performance of specific contract obligations. *Johnson v. Yousoofian*, 84 Wn. App., 755, 762, 930 P.2d 921 (1996). If a party holds no contractual duty, the party possesses no duty that must be performed in good faith. *Johnson v. Yousoofian*, 84 Wn. App., 755, 762, 930 P.2d 921 (1996).

The city of Walla Walla and Cottonwood Investors never entered a contract. Therefore, Cottonwood Investors has no cause of action for breach of the duty of good faith.

PROMISSORY ESTOPPEL

Cottonwood Investors also claims it may recover relief under LUPA on the basis of promissory estoppel. Promissory estoppel relates to promises which lack a contractual basis in that there was no bargain. *Klinke v. Famous Recipe Fried Chicken, Inc.*, 94 Wn.2d 255, 261 n. 3, 616 P.2d 644 (1980). Promissory estoppel makes a promise binding, under certain circumstances, without consideration in the usual sense of something bargained for and given in exchange. *Klinke v. Famous Recipe Fried Chicken, Inc.*, 94 Wn.2d 255, 261 n. 4 (1980).

In Washington, promissory estoppel has five elements: (1) a promise which (2) the promisor should reasonably expect to cause the promisee to change his position and (3) which does cause the promisee to change his position (4) justifiably relying upon the promise, in such a manner that (5) injustice can be avoided only by enforcement of the promise. *Havens v. C & D Plastics, Inc.*, 124 Wn.2d 158, 171–72, 876 P.2d 435 (1994) Obviously, promissory estoppel requires a promise. *Elliott Bay Seafoods, Inc. v. Port of Seattle*, 124 Wn. App. 5, 13, 98 P.3d 491 (2004). A promise manifests an intention to act

or refrain from acting in a specified way, so made as to justify a promisee in understanding that a commitment has been made. *Elliot Bay Seafoods, Inc.*, 124 Wn. App. 5, 13 (2004).

Not every promise qualifies for promissory estoppel. *Elliot Bay Seafoods, Inc.*, 124 Wn. App. 5, 13 (2004). A statement of future intent does not comprise a promise for the purpose of promissory estoppel. *Elliot Bay Seafoods, Inc.*, 124 Wn. App. 5, 13 (2004). Promissory estoppel requires the existence of a clear and definite promise. *Havens v. C & D Plastics, Inc.*, 124 Wn.2d 158, 173 (1994). Also, the promise must be worded consistently with an intent for it to be enforceable. *Washington Educational Association v. Washington Department of Retirement Systems*, 181 Wn.2d 212, 225, 332 P.3d 428 (2014). This needed element echoes another of promissory estoppel's element that being the speaker should reasonably expect that the promisee to change his or her position based on a promise.

As previously written, Cottonwood Investors isolates no promise given that, if Walla Walla's DSD recommended the terms of a development agreement, the city would enter the development agreement. Cottonwood Investors also identifies no promise that Walla Walla would grant annexation if staff approved of a development agreement.

CONCLUSIONS

In motion to dismiss, the city argued a waste of time to remand to the city council since the city council may again deny the application. Yet, courts routinely remand to county, city or other municipal corporation's governing bodies for entry of sufficient findings of fact even with the expectation that the decision will remain the same.

RCW RCW 36.70C.130(1)(a) indicates the court may affirm city action, despite a procedural error, if the court adjudges the error harmless. I wonder whether insufficient findings of fact constitute procedure or substantive error. One could consider the lack of findings substantive in that the reviewing court cannot for certain determine the basis on which the city rendered a decision. Regardless, some possibility exists that the city council could after assembling written and detailed findings of fact change its vote to reject the development agreement. Thus, I do not consider the error harmless.

I could have shortened this ruling's discussion of the development agreement by simply announcing a remand to the city council for the entry of written detailed findings of fact and thereby avoided whether the city council's decision properly addressed the factors to be considered. I did not do so because I wanted to save time for the parties on remand. On remand, the Walla Walla City Council is free to take new evidence and argument if it wishes or conversely base its findings of fact solely on the record of the earlier hearing.

July 8, 2025
Letter ruling on merits
Cottonwood Investors v. City of Walla Walla

Sincerely,

A handwritten signature in black ink that reads "George Fearing". The signature is written in a cursive style with a large, stylized "G" and "F".

George B. Fearing
Walla Walla County Superior Court
Judge Pro Tem



ar-5663

Pgs. 76-78

City Council - Regular Meeting

Meeting Date: 07/23/2025

Item Title: Approve the June 2025 Payroll and Benefit Transactions

Submitted For: Elizabeth Moeller, Finance Department

Financial Comments:

Fiscal Impact:

Payroll and benefit direct deposit transactions of \$1,855,020.67

Payroll and benefit telephone and wire transfers of \$1,096,358.27

Payroll and benefit check transactions of \$188,656.59

Total June 2025 payroll and benefits: \$3,140,035.53

These payments were budgeted, and sufficient funds are available in the 2025 budget to cover these payments.

All Contracts:

Not Applicable

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Approve the June 2025 Payroll and Benefit Transactions

Information

HISTORY:

Ordinance 2016-05 appointed the Finance Director as the auditing officer for the City of Walla Walla.

All payments made during this period were valid claims against the City. The Finance Department has details.

The City's internal controls include certifying the validity of all hours by the appropriate department before the payment submission. Finance Department staff review all claim payments, and Payroll performs system validation and exception reviews to validate payroll records. The Finance Director, Accounting Supervisor, Accountant, and Payroll Accountant perform a detailed review of the batch report to ensure that the hours employees reported are correct, and the payment amounts are accurate.

POLICY ISSUES:

RCW42.24.080 requires that all claims presented against the City by persons furnishing materials, rendering services, or performing labor must be certified by the appropriate official to ensure that the materials have been furnished, the services rendered, or the labor performed as described and that the claims are just, due, and unpaid obligations against the City, before payments can be made.

RCW 42.24.180 allows expedited processing of the payment of claims when certain conditions have been met. The statute allows the issuance of warrants or checks in payment of claims before the legislative body has acted to approve the claims when:

1. The appropriate officers have furnished official bonds,
2. The legislative body has adopted policies that implement effective internal controls;
3. The legislative body has provided for review of the documentation supporting the claims within a month of issuance; and 4 that if claims are disapproved, they shall be recognized as receivables and diligently pursued.

WWMC 2.17.025 grants the Finance Director's duties, including paying city employees upon presentation of the property-certified payroll.

PLAN COMPLIANCE:

STRATEGIC PLAN: All areas of the strategic plan.

ALTERNATIVES:

Not approve the June 2025 Payroll and Benefit Transactions

STAFF RECOMMENDATION:

Approving the June 2025 Payroll and Benefit Transactions

CITY MANAGER COMMENTS:

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

Attachments

June 2025 Payroll Certification

City of Walla Walla
Payroll Check Approval Register
Pay Period: June
Check Date: 07/03/2025

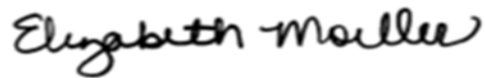
Check Total:	\$ 188,656.59
Direct Deposit Total:	1,855,020.67
Wires & Electronic Funds Transfers:	<u>1,096,358.27</u>
Grand Total:	<u><u>3,140,035.53</u></u>

City of Walla Walla
Payroll Final Check List
Pay Period: June
Check Date: 07/03/2025

Total Checks and Direct Deposit	\$ 2,043,677.26
Total Telephone Electronic Transfers	1,096,358.27
Grand Total:	<u><u>3,140,035.53</u></u>

I, the Finance Manager, do hereby certify to the City Council that the checks and direct deposits presented are true and correct to the best of my knowledge.

All checks numbered **848940** through **849018** , and
Direct deposit numbers **800488** through **800873** , and
Electronic Fund transfer **800874** through **800886**
are approved for payment in the amount of \$ **3,140,035.53**
on this 5th day of May, 2025



Finance Director, City of Walla Walla

Walla Walla, Washington



ar-5655

Pgs. 79-96

City Council - Regular Meeting

Meeting Date: 07/23/2025

Item Title: Approve the June 2025 AP Register

Submitted For: Elizabeth Moeller, Finance Department

Financial Comments:

- Printed Transactions: 32541-32607, 32626-32720, 32729-32778, 32794-32871, 32883-32911 = \$3,029,951.32
- ACH Transactions: 32445-32476, 32608-32625, 32721-32728, 32779-32793, 32872-32882 = \$3,275,106.98
- Wire Transactions: 1008-1011, 1013-1028, 1030-1032 = \$1,439,028.36

Total Check Register: \$7,744,086.66

All Contracts:

Not Applicable

Federally funded contracts only:

Not Applicable

Construction contracts only:

Not Applicable

Brief Summary of Requested Action:

Approve June 2025 AP Register

Information

HISTORY:

Ordinance 2016-05 appointed the Finance Director as the auditing officer for the City of Walla Walla.

POLICY ISSUES:

The City's internal controls include certifying the validity of all hours by the appropriate department before the payment submission. City Departments and Divisions review all claim payments, and a Finance Department staff member performs final review before issuing payments.

- RCW42.24.080 requires that all claims presented against the City by a person furnishing materials, rendering services, or performing labor must be certified by the appropriate official to ensure that the materials have been furnished, the services rendered, or the labor performed as described and that the claims are just, due, and unpaid obligations against the City before payments can be made.
- RCW 42.24.180 allows expedited processing of the payment of claims when certain conditions have been met. The statute allows the issuance of warrants or checks in payment of claims before the legislative body has acted to approve the claims when: 1 the appropriate officers have furnished official bonds, 2 the legislative body has adopted policies that implement effective internal controls; 3 the legislative body has provided for review of the documentation supporting the claims within a month of issuance; and 4 that if claims are disapproved, they shall be recognized as receivables and diligently pursued.
- WWMC 2.17.025 grants the Finance Director's duties, including keeping a full and accurate account of all money disbursed on behalf of the City.

PLAN COMPLIANCE:

STRATEGIC PLAN: All areas of the Strategic Plan

ALTERNATIVES:

Not to approve the June 2025 AP register and direct staff to pursue repayment to the City diligently.

STAFF RECOMMENDATION:

Approve June 2025 AP Register

CITY MANAGER COMMENTS:

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



City of Walla

Monthly Check Register

06/01/2025 to 6/30/2025

1008	6/2/2025	US Bank St Paul	WALLTGO17 Landfill Bond interest pmt	\$ 9,428.50	Y
1009	6/2/2025	US Bank St Paul	WALUTGOREF16 Police Bond interest pmt	59,925.00	Y
1010	6/2/2025	US Bank St Paul	WALLTGO16 Water Bond interest pmt	34,368.76	Y
1011	6/2/2025	US Bank St Paul	WALUTGO15 Pool Bond interest pmt	55,370.00	Y
1013	6/9/2025	AWC Employee Benefits Trust	AWC Medical/Vision Premiums for June 2025	394,651.32	Y
1014	6/2/2025	Washington Dental Services Inc	Dental Premiums for All Employees - June 2025	36,973.26	Y
1015	6/9/2025	Pitney Bowes Global Financial Services LLC	06/25 postage account finance	3,000.00	Y
1016	6/2/2025	Bank of America	05/25 Merchant card services Landfill	2,823.88	Y
1017	6/4/2025	Chase Paymentech	05/25 Merchant card Services IVR Phone Finance	566.96	Y
1018	6/4/2025	Chase Paymentech	05/25 Merchant card services CH Utilities	1,017.02	Y
1019	6/4/2025	Chase Paymentech	05/25 Merchant card service CH GB counter	478.19	Y
1020	6/4/2025	Chase Paymentech	05/25 Merchant card services GenBill online	191.87	Y
1021	6/4/2025	Chase Paymentech	05/25 Merchant card services CH Utilities online	10,916.39	Y
1022	6/2/2025	Globalpayments	05/25 Merchant card services Dev Service	177.55	Y
1023	6/3/2025	Cardconnect	05/25 Merchant card services Pool	234.44	Y
1024	6/3/2025	Cardconnect	05/25 Merchant card services Parks	2,398.66	Y
1025	6/3/2025	Cardconnect	05/25 Merchant card services Landfill	1,842.94	Y
1026	6/23/2025	US Bank National Association	May Us Bank Charges 2025	313,860.00	Y
1027	6/18/2025	Pitney Bowes Global Financial Services LLC	06/25 Postage Account Finance	3,000.00	Y
1028	6/23/2025	US Bank National Association	Short payment error on Wire payment for May	(1,556.97)	Y
1030	6/30/2025	US Bank National Association	June Us Bank charges 2025	339,281.50	Y
1031	6/27/2025	Washington State Department of Revenue	05/25 Excise Tax Return	170,007.09	Y
1032	6/27/2025	Washington State Department of Licensing	June 2025 CPL permit fees	72.00	Y
32445	6/5/2025	Apollo Inc	ProSer 5/3-5/23/25 Myra Rd So Extension	140,747.34	Y
	6/5/2025	Apollo Inc	ProSer 5/3-5/23/25 Myra Rd So Extension	669,553.98	Y
32446	6/5/2025	Barry Jaquins	Medicare Reimbursement 6/2025	177.00	Y
32447	6/5/2025	Charles Hawman	Medicare Reimbursement 6/2025	168.00	Y
32448	6/5/2025	Conсор North America, Inc	ProSer 4/1-4/30/25 Myra South Extension - SR125 t	10,140.00	Y
32449	6/5/2025	Dan Aycock	Medicare Reimbursement 6/2025	185.00	Y
32450	6/5/2025	David Evans and Associates	ProSer 4/13-5/17/25 Poplar Street 5th to 15th Desi	60,301.65	Y
32451	6/5/2025	Dennis Kralman	Medicare Reimbursement 6/2025	185.00	Y
32452	6/5/2025	Floyd E Bloom	Medicare Reimbursement 6/2025	185.00	Y
32453	6/5/2025	Fred Moore	Medicare Reimbursement 6/2025	272.70	Y
	6/5/2025	Fred Moore	Dental Reimbursement 5/22/25	277.40	Y
	6/5/2025	Fred Moore	Dental Reimbursement 5/28/25	222.60	Y

32454	6/5/2025	Greg Van Donge	Medicare Reimbursement 6/2025	272.70	Y
32455	6/5/2025	Jack Pinza	Medicare Reimbursement 6/2025	182.00	Y
32456	6/5/2025	John Martin	Medicare Reimbursement 6/2025	272.70	Y
32457	6/5/2025	Kenneth Butherus	Medicare Reimbursement 6/2025	185.00	Y
32458	6/5/2025	Kimley-Horn & Associates, Inc	Middle Housing Consultant May 2025	2,172.50	Y
32459	6/5/2025	Lewellyn Law Office PLLC	5.25 Monthly Fee - Indigent Defense	8,750.00	Y
32460	6/5/2025	Lisa Neissl	Travel Reimbursement	40.00	Y
32461	6/5/2025	Mike Kyle	Medicare Reimbursement 6/2025	174.70	Y
32462	6/5/2025	Nicholas Klicker	Claim Expense K9 Handler Pasco 2025	107.50	Y
32463	6/5/2025	Operations Management International Inc	ProSer April 2025 Management and Operations of W	228,788.08	Y
	6/5/2025	Operations Management International Inc	ProSer May 2025 Management and Operations of W	228,788.08	Y
32464	6/5/2025	Paul Lommasson	Medicare Reimbursement 6/2025	185.00	Y
32465	6/5/2025	Randal Wright	Medicare Reimbursement 6/2025	185.00	Y
32466	6/5/2025	Randy Allessio	Medicare Reimbursement 6/2025	179.00	Y
32467	6/5/2025	Robert Wheeler	Medicare Reimbursement 6/2025	185.00	Y
32468	6/5/2025	Ronald Sams	Medicare Reimbursement 6/2025	185.00	Y
32469	6/5/2025	Shea, Carr & Jewell, Inc.	Feb-Mar 2025 Comprehensive Plan Update Consultant	14,495.51	Y
	6/5/2025	Shea, Carr & Jewell, Inc.	Mar 2025 Comprehensive Plan Consultant	10,803.38	Y
	6/5/2025	Shea, Carr & Jewell, Inc.	Comprehensive Plan Consultant April 2025	3,653.25	Y
32470	6/5/2025	Steven Slawson	Medicare Reimbursement 6/2025	148.00	Y
32471	6/5/2025	Tim Gehlhausen	Medicare Reimbursement 6/2025	158.00	Y
32472	6/5/2025	Wallace Fisher	Medicare Reimbursement 6/2025	185.00	Y
32473	6/5/2025	Wesley Carney	Medicare Reimbursement 6/2025	185.00	Y
32541	6/5/2025	1-2-3 Printing Inc	Business Cards for Mike V Engineering	44.65	Y
	6/5/2025	1-2-3 Printing Inc	Page Montgomery - 500 business cards	56.63	Y
	6/5/2025	1-2-3 Printing Inc	Door hanger notices, WAD	1,176.12	Y
	6/5/2025	1-2-3 Printing Inc	Envelopes for Finance	1,851.11	Y
	6/5/2025	1-2-3 Printing Inc	Nikki Langley 500 business cards Crime Prevention	56.63	Y
32542	6/5/2025	Anderson Perry & Associates Inc	Marking the Monuments for pavement overlay	2,116.85	Y
32543	6/5/2025	AramSCO, Inc	190 Bags of Thermo Plastic	14,663.39	Y
32544	6/5/2025	Auto Magic, LLC	Monthly Vehicle Wash Services, Fleet, 04/2025	150.00	Y
	6/5/2025	Auto Magic, LLC	Monthly Vehicle Wash Services, Fleet, 05/2025	150.00	Y
32545	6/5/2025	Byrnes Oil Company Inc	Cemetery Diesel Fuel, Fleet, 06/2025	787.48	Y
	6/5/2025	Byrnes Oil Company Inc	Pacific Pride Fuel Transactions, Fleet, 05/2025	27,367.18	Y
32546	6/5/2025	Carahsoft Technology Corp.	GovDelivery Software Program	21,808.27	Y
32547	6/5/2025	Cascade Natural Gas Inc	May 2025, Gas for Mill Creek Rd RF Bldg, WTP	299.56	Y
	6/5/2025	Cascade Natural Gas Inc	April 2025, Mill Creek RD UV Bldg, WTP	215.02	Y
	6/5/2025	Cascade Natural Gas Inc	04/25 Natural Gas - 925 W Whitman Dr	44.26	Y
32548	6/5/2025	CenturyLink	May 2025, Alarm Dialer Millcreek, WTP	64.71	Y
	6/5/2025	CenturyLink	5/18-6/17 CAD/RMS AS400 services	48.26	Y

	6/5/2025	CenturyLink	June 2025 phone & fax service	206.89	Y
32549	6/5/2025	Chuck Fulton	Medicare Reimbursement 6/2025	185.00	Y
32550	6/5/2025	CTC Media Group	Wireless Communication Code Review	1,220.00	Y
32551	6/5/2025	Daniel R Mellish Estate	205 Garden Dr. Pine st-2nd-9th Ave ROW acquisition	1,500.00	Y
32552	6/5/2025	Education Specialty Publishing LLC	SAM Fire Safety Activity Books	1,177.50	Y
32553	6/5/2025	Epic Solutions Inc.	Video Camera for Paint Machine	11,048.65	Y
32554	6/5/2025	Faronics Technologies USA Inc.	Faronics DeepFreeze Renewal - Library Pub PCs	1,606.28	Y
32555	6/5/2025	Fred Mitchell	Medicare Reimbursement 6/2025	405.30	Y
32556	6/5/2025	Hansen Harvester Inc	6/1/25-5/31/26 Coppei radio site rent	4,051.69	Y
32557	6/5/2025	J-U-B Engineers Inc	ProSer 3/30-5/3/25 Digesters Design	44,916.29	Y
	6/5/2025	J-U-B Engineers Inc	ProSer 3/30-5/3/25 Facility Plan General Sewer PI	31,627.30	Y
32558	6/5/2025	Jim's Pacific Garages Inc	Pressure Switch, Fleet #10553, 04/2025	7.32	Y
32559	6/5/2025	Kanopy Inc.	Kanopy Streaming MAY25	378.00	Y
32560	6/5/2025	Kennedy Contracting LLC	ProSer 4/21-5/30/25 SC Ele Vehicle Charge Stations	70,236.40	Y
32561	6/5/2025	Kottkamp, Yedinak and Esworthy P.L.L.C.	PLN-25-0018 McFarley Appeal	380.00	Y
32562	6/5/2025	Larry Warren	Medicare Reimbursement 6/2025	272.70	N
32563	6/5/2025	LexisNexis Coplogic Solutions Inc	May 2025 DeskOfficer Online Reporting	1,045.44	Y
32564	6/5/2025	MBG Cleaning Services	5.25 Janitorial Services	1,600.00	Y
32565	6/5/2025	Michael Everett	Medicare Reimbursement 6/2025	185.00	Y
32566	6/5/2025	Midwest Tape LLC	Audiovisual, DVD	28.56	Y
	6/5/2025	Midwest Tape LLC	Audiovisual, DVDs	239.27	Y
32567	6/5/2025	Neil Hinton	Medicare Reimbursement 6/2025	185.00	Y
32568	6/5/2025	OCLC Online Computer Library	Web Dewey user access	379.74	Y
32569	6/5/2025	Todd Cooper	05/19/25 return of DOL CPL permit fee deposit	32.00	Y
32570	6/5/2025	BRUCE MOREHEAD	CLOSE 414 RESERVE WAY	108.21	Y
32571	6/5/2025	BRUCE NAIMY	Close 615 Liberty St.	48.56	Y
32572	6/5/2025	COLTON DOERING	CLOSE 600 CHASE AVE	493.50	Y
32573	6/5/2025	DARRELL WILBURN	CLOSE 19 EAGAN ST	108.43	Y
32574	6/5/2025	DENNIS B BISHOP	CLOSE 1049 FRANCIS AVE	43.62	Y
32575	6/5/2025	ESTATE OF CAROL FRANKLIN	CLOSE 542 LOCUST ST	72.41	Y
32576	6/5/2025	GARY BRUTON	CLOSE 338 W MAPLE ST	428.17	Y
32577	6/5/2025	HAYDEN HOMES LLC	CLOSE 1334 PAT AVE	74.24	Y
32578	6/5/2025	JAMES MOORE	CLOSE 131 BUSH ST	234.80	Y
32579	6/5/2025	LIM FAMILY REVOCABLE TRUST	CLOSE 2121 E ISAACS AVE L/S	151.63	Y
32580	6/5/2025	LIM FAMILY REVOCABLE TRUST	CLOSE 2121 E ISAACS AVE	65.48	Y
32581	6/5/2025	SCOTT M HOLGATE	CLOSE 190 ASSUMPTION DR.	112.44	N
32582	6/5/2025	OverDrive Inc	Electronic books	248.96	Y
32583	6/5/2025	Pacific Power Inc	May 2025 Electricity 201 E Reese Pump house. WTP	1,624.19	Y
	6/5/2025	Pacific Power Inc	April 2025, AMI Tower Bldg, WAD	43.92	Y
	6/5/2025	Pacific Power Inc	April 2025, Electricity 37 Interchange rd, WAD	37.41	Y

	6/5/2025	Pacific Power Inc	April 2025, Electricity Multiple meters, WAD	3,258.51	Y
	6/5/2025	Pacific Power Inc	Park & Howard Sprinkler Stormwater April	35.65	Y
	6/5/2025	Pacific Power Inc	4/23-5/22 Pike's Peak radio site power svc	247.18	Y
	6/5/2025	Pacific Power Inc	5.25 Power to Sleep Center	1,388.71	Y
	6/5/2025	Pacific Power Inc	April 2025 Electricity, multiple meters, WTP	702.08	Y
32584	6/5/2025	Parametrix, Inc	ProSer thru 5/2/25 Pioneer Park Cultural Resources	11,580.17	Y
32585	6/5/2025	PBS Engineering and Environmental	ProSer thru 5/23/25 Pioneer Park Pedestrian Enhance	251.25	Y
32586	6/5/2025	Port of Walla Walla	DC Lobbying Travel Reimbursement Share	889.47	Y
	6/5/2025	Port of Walla Walla	06.25 Federal Representation Share	2,000.00	Y
32587	6/5/2025	Power House Theatre	Q2 2025 Lodging Tax Grant	8,750.00	Y
32588	6/5/2025	Right! Systems Inc	VEEAM Training	3,625.00	Y
	6/5/2025	Right! Systems Inc	Veeam Training	2,500.00	Y
32589	6/5/2025	Ronald Brookshire	Medicare Reimbursement 6/2025	185.00	Y
32590	6/5/2025	Ronald Mailloux	Medicare Reimbursement 6/2025	185.00	Y
32591	6/5/2025	Schaeffer Manufacture	Grease/Degreaser, Fleet #05000/07000, 04/2025	454.48	Y
32592	6/5/2025	Serengeti Care Partners LLC	Leoff 1 Medical Wright, Randall 5/16-17/25	370.00	Y
32593	6/5/2025	Silke Communications Solutions, Inc	Radio Parts, Fleet #13297, 03/2025	55.24	Y
32594	6/5/2025	Snyder-Crecelius Paper Company	HR Copy Paper	199.29	Y
	6/5/2025	Snyder-Crecelius Paper Company	Service Center Copy Paper	333.23	Y
32595	6/5/2025	Stryker Sales Corporation	Repair of Ambulance Cot	1,968.49	Y
32596	6/5/2025	Systems for Public Safety Inc	iPad Docking Station, Cradle, Adapter Kit	2,285.08	Y
32597	6/5/2025	Terry Thompson	Medicare Reimbursement 6/2025	203.50	Y
32598	6/5/2025	Tom Anderson	Medicare Reimbursement 6/2025	185.00	Y
32599	6/5/2025	Tyler Technologies Inc	Tyler EPL Software Conversion	2,800.00	Y
32600	6/5/2025	Valence Inc	6.25 Phone/Radio monthly maintenance services	2,504.70	Y
32601	6/5/2025	Visit Walla Walla	3.25 TPA Reported/Collected	37,541.21	Y
32602	6/5/2025	W.M. Smith & Associates, Inc.	Pool Supplies	4,253.79	Y
32603	6/5/2025	Washington State Department of Commerce	Sudbury Landfill Area 7 Cell3 construction	136,636.32	Y
	6/5/2025	Washington State Department of Commerce	Wastewater Improvements phase 3	28,527.75	Y
	6/5/2025	Washington State Department of Commerce	Wastewater/Reclamation Plant Upgrades	304,830.21	Y
	6/5/2025	Washington State Department of Commerce	Water Plant Hydroelectric Upgrade	19,121.82	Y
	6/5/2025	Washington State Department of Commerce	Wastewater Improvements Phase 3	370,814.87	Y
32604	6/5/2025	WATECH	May 2025 Police VPN service	285.00	Y
32605	6/5/2025	Wilbur-Ellis Inc	Herbicide	231.72	Y
32606	6/5/2025	Walla Walla Alliance for the Homeless	05.2025 Sleep Center Mgmt Service	3,097.08	Y
32607	6/5/2025	Walla Walla Clinic Inc PS	Leoff 1 Bainter, Gary 5/7/25	6,500.00	Y
32608	6/11/2025	Leoff Health & Welfare Trust	LEOFF Trust Invoice for June 2025 - Police	102,627.40	Y
	6/11/2025	Leoff Health & Welfare Trust	LEOFF Trust Invoice for June 2025 - Fire	108,975.18	Y
32609	6/11/2025	Sage and Hayden Petty	Vegetation Management for the LF.	21,235.00	Y
32610	6/11/2025	Tristar Claims Management Services, Inc.	Tristar Administrative Fee 6/25 to 8/25	7,053.75	Y

	6/11/2025	Tristar Claims Management Services, Inc.	05/25 Worker's compensation Disbursements	36,408.52	Y
32611	6/12/2025	Amber Chinnery	6.25 Reimbursement - Uber for NAFTO Conf	41.31	Y
32612	6/12/2025	Brandon Leno	2025 WACSWM Conference Ellensburg	54.40	Y
32613	6/12/2025	Burwood Brewing Company LLC	June 2025 Lodging Tax Grant	1,716.27	Y
32614	6/12/2025	Conсор North America, Inc	ProSer 4/24-5/31/25 Watershed Master Resiliency PI	5,336.80	Y
32615	6/12/2025	Dara Osborne	Stormwater Conference Vancouver 2025	81.70	Y
32616	6/12/2025	David Jensen	2025 WACSWM Conference Ellensburg	54.40	Y
32617	6/12/2025	DKS Associates	ProSer 5/1-5/30/25 Myra Road Traffic Signal and I	1,138.29	Y
32618	6/12/2025	Eric Johnson	Leak Stoppers, WAD	27.15	Y
32619	6/12/2025	Esther Click	APCO-NENA Forum Vancouver & Advisory meeting 2025	227.90	Y
32620	6/12/2025	Jeffrey A Linn	Jeffrey Linn Medical Exam, Fleet, 05/2025	45.00	Y
32621	6/12/2025	Jennifer Hartzell	6.25 Reimbursement - Uber for NAFTO Conf	32.28	Y
32622	6/12/2025	Kilhe Bealey	Federal Lobbying & Legislative Priorities WA DC 25	151.80	Y
32623	6/12/2025	Neal Chavre	MRSC Conference Spokane WA Parking 6/3/25	16.37	Y
32624	6/12/2025	Sergey Gorhenin	Boot Allowance (Sergey G.), Fleet, 05/2025	250.00	Y
32625	6/12/2025	Tammy Smith	APCO-NENA Summer Forum Vancouver 2025	137.60	Y
32626	6/12/2025	1910 Crossfit LLC	Nutrition Education Presentation for FD	700.00	Y
32627	6/12/2025	Adam Klingenberg	BMGSA Umpire Apr-May	385.00	Y
32628	6/12/2025	Aela Bryant	BMGSA Umpire Apr-May	163.30	Y
32629	6/12/2025	Aisling Giguere	BMGSA Umpire Apr-May	120.00	Y
32630	6/12/2025	Anderson Towing LLC	Case 2025-09440 evidence tow on Plaza Way	323.43	Y
	6/12/2025	Anderson Towing LLC	Case 25-10061 evidence towing #1	323.43	Y
	6/12/2025	Anderson Towing LLC	Case 25-10061 evidence towing #2	435.60	Y
32631	6/12/2025	Annalicia Delarosa	BMGSA Umpire Apr-May	335.00	Y
32632	6/12/2025	Anneliese Triebwasser	BMGSA Umpire Apr-May	320.00	Y
32633	6/12/2025	Aspect Consulting, LLC	Landfill groundwater monitoring & reporting.	10,830.91	Y
32634	6/12/2025	Blue Mountain Art Alliance	Pmt 2 2025 Lodging Tax Grant	2,530.00	Y
32635	6/12/2025	Blue Mountain Action Council	05/25 low-income senior and people w/Disa service	120.00	Y
32636	6/12/2025	Blue Mountain Neuropsychological Associates PS	Indigent Defense Evaluation	6,050.00	Y
32637	6/12/2025	Byrnes Oil Company Inc	05.15.25 fuel for task force use	50.54	Y
	6/12/2025	Byrnes Oil Company Inc	05.31.25 fuel for Task Force use	176.44	Y
32638	6/12/2025	Carli Ray	BMGSA Umpire Apr-May	280.00	Y
32639	6/12/2025	Cascade Natural Gas Inc	04/25 Natural Gas - 15 N 3rd Ave	123.32	N
	6/12/2025	Cascade Natural Gas Inc	04/25 Natural Gas - 55 E Moore St	236.95	N
	6/12/2025	Cascade Natural Gas Inc	04/25 Natural Gas - 75 E Moore St	274.83	N
	6/12/2025	Cascade Natural Gas Inc	04/25 Natural Gas - 65 E Moore St	294.62	N
	6/12/2025	Cascade Natural Gas Inc	Natural Gas - 2120 S 2nd Ave 05/25	93.67	N
	6/12/2025	Cascade Natural Gas Inc	May 2025 Utility Bill for Fire St. 2	185.74	N
	6/12/2025	Cascade Natural Gas Inc	May'25 gas bill for Millcreek RF Bldg., WTP	407.11	N
	6/12/2025	Cascade Natural Gas Inc	May'25 gas bill for Millcreek RD UV Bldg., WTP	277.28	N

32640	6/12/2025	Central Washington Asphalt Inc	Veterans Memorial Golf Cart Paths	49,941.54	Y
32641	6/12/2025	CenturyLink	Alarm line for the Landfill - May 2025.	46.60	Y
	6/12/2025	CenturyLink	55 E Moore St Alarm Line 05/25	48.26	Y
	6/12/2025	CenturyLink	City Hall Router/Finance CC Machine 05/25	58.88	Y
	6/12/2025	CenturyLink	City Hall Router 05/25	62.11	Y
	6/12/2025	CenturyLink	Building 65B Alarm Line 05/25	64.71	Y
	6/12/2025	CenturyLink	June 2025 - Fire St. 1 Fax Line	50.48	Y
	6/12/2025	CenturyLink	June 2025 - Fire St. 1 Alarm Line	48.26	Y
	6/12/2025	CenturyLink	June 2025 - Fire St. 1 Router	48.26	Y
	6/12/2025	CenturyLink	June 2025 Serv. line 541-558-3794, WTP	48.26	Y
32642	6/12/2025	CenturyLink	Long Distance 05/25	2,525.83	Y
32643	6/12/2025	Chantey M Morris	Massage Therapy Bloom, Ed 5/2025	200.00	Y
32644	6/12/2025	City of Walla Walla	Yard Debris 5/27/25	200.11	Y
32645	6/12/2025	Corporate Translation Services LLC	5.25 Interpretative services	23.28	Y
32646	6/12/2025	CXtec, Inc	30-3 ft Patch Cables	180.49	Y
32647	6/12/2025	Desktop Publishing	Cross connection paper. WAD	171.80	N
32648	6/12/2025	Drone Nerds Inc	2 DJI Matrice drone kit - FFY22 SHSP Grant	25,373.70	Y
	6/12/2025	Drone Nerds Inc	Drone Supplies - replacement batteries, propeller	10,445.71	Y
32649	6/12/2025	Ellie McLaughlin	BMGSA Umpire Apr-May	306.64	Y
32650	6/12/2025	Emely Hobbs	BMGSA Umpire Apr-May	369.98	Y
32651	6/12/2025	Emily Meliah	BMGSA Umpire Apr-May	386.64	Y
32652	6/12/2025	EMS Technology Solutions LLC	Operative IQ Training/Wilbur	865.76	Y
32653	6/12/2025	Etter, McMahon, Lamberson, Van Wert & Oreskovich PC	Legal Representation - Eskil	300.00	Y
32654	6/12/2025	George Flippo	BMGSA Umpire Apr-May	55.00	Y
32655	6/12/2025	Gracelyn Tonn	BMGSA Umpire Apr-May	346.64	N
32656	6/12/2025	Green River Community College	WA Cross Connection Control Spec. Exam 6/17/25	106.00	N
32657	6/12/2025	Hach Company Inc	Lab supplies, WTP	443.31	Y
32658	6/12/2025	Hamilton Medical, In	Ventilator Supplies	1,690.21	Y
32659	6/12/2025	Humbert Asphalt Inc	Hot Mix Asphalt	638.88	Y
32660	6/12/2025	Irma Sanchez-Ayala	Add 2 patches to Chief for a Day uniform	17.42	Y
32661	6/12/2025	J-U-B Engineers Inc	ProSer 3/2-3/29/25 Digesters Design	39,207.13	Y
	6/12/2025	J-U-B Engineers Inc	ProSer 3/30-4/30/25 Improvements Phase 1 Desi	11,087.68	Y
32662	6/12/2025	Karina Sotelo	Spanish Interpret - West Ward Town Hall	125.00	Y
32663	6/12/2025	Kenadie Marie Schreindl	BMGSA Umpire Apr-May	240.00	Y
32664	6/12/2025	Kennewick Industrial and Electrical Supply Inc	Irrigation Supplies	96.45	Y
	6/12/2025	Kennewick Industrial and Electrical Supply Inc	Irrigation Supplies	326.74	Y
	6/12/2025	Kennewick Industrial and Electrical Supply Inc	Irrigation Supplies	190.13	Y
	6/12/2025	Kennewick Industrial and Electrical Supply Inc	BMX Track Irrigation Repair	361.60	Y
	6/12/2025	Kennewick Industrial and Electrical Supply Inc	Irrigation Supplies	740.85	Y
32665	6/12/2025	Layla Tonn	BMGSA Softball Umpire 04/25-05/25	306.64	N

32666	6/12/2025	Mitchell Craig	ROW Renegotiate 1681 Highland Rd.	9,000.00	Y
32667	6/12/2025	Neil Hinton	Dental Reimbursement	246.05	Y
32668	6/12/2025	North Industrial LLC	ProSer 5/1-5/30/25MillCreek Interior Tank Painting	5,336.10	Y
32669	6/12/2025	North Tech Equipment Repair	DEF Injector/Line, Fleet #10597, 05/2025	913.95	Y
32670	6/12/2025	Northwest Solutions Consulting	5.25 Monthly Fee for State Lobbying	1,750.00	Y
32671	6/12/2025	One Call Concepts Inc	Excavation Notifications May	117.00	Y
	6/12/2025	One Call Concepts Inc	May 2025 Excavation Notifications: 200, WAD	117.00	Y
32672	6/12/2025	Kaiser Foundation Health Plan	Kaiser Ambulance Sequestration withholdings 2025	136.80	Y
32673	6/12/2025	George Hendrickson	6/9/25 withdrawn CPL application - fee return	48.00	Y
32674	6/12/2025	ANGELIA D WESCH	CLOSE 219 STAHL AVE	101.03	Y
32675	6/12/2025	CHARLES RICHARD MILNE	CLOSE 690 COUNTRY CLUB RD	159.08	Y
32676	6/12/2025	CITY OF WALLA WALLA	LF INV 36837	449.49	Y
32677	6/12/2025	DAN FLUD	DROP BOX DEPOSIT REFUND- 1005 S 9TH	550.51	Y
32678	6/12/2025	DANIEL DIDYK	CLOSE 1124 S WILBUR AVE	129.10	N
32679	6/12/2025	ESTATE OF JAMES GILLARD	CLOSE 34 PARKWOOD CIR	120.81	N
32680	6/12/2025	GRACE MORASCH	CLOSE 1313 HOME AVE	194.19	Y
32681	6/12/2025	HAYDEN HOMES LLC	CLOSE 725 AVA ST	31.97	Y
32682	6/12/2025	HAYDEN HOMES LLC	CLOSE 1347 PAT AVE	83.93	Y
32683	6/12/2025	JAMES T MATHIEU JR	CLOSE 140 OTIS ST	15.21	N
32684	6/12/2025	JESTIN GOODSON	CLOSE 1422 BROOK LN	119.65	N
32685	6/12/2025	MATTHEW LELAND	CLOSE 316 AUSTIN ST	116.63	Y
32686	6/12/2025	MICHAEL CAFFERKY & MARLENE CAFFERKY TST	CLOSE 2224 LEONARD DR	507.64	Y
32687	6/12/2025	PATRICK TARTER	CLOSE 12 ELECTRIC AVE	255.50	Y
32688	6/12/2025	RICHARD J ERVIN	CLOSE 404 RESERVE WAY	283.64	Y
32689	6/12/2025	Pacific Power Inc	05/25 Power - Service Center	3,537.09	Y
	6/12/2025	Pacific Power Inc	April '25 Electricity Street lights Millcreek, WAD	8.28	Y
	6/12/2025	Pacific Power Inc	Power for Street Lights 5/1/25 - 6/2/25	152.94	Y
	6/12/2025	Pacific Power Inc	Power for Street Lights 5/1/25 - 6/2/25	42.40	Y
32690	6/12/2025	Pacific Power Inc	May 2025 -Pacific Power f/Training Classroom	84.20	Y
32691	6/12/2025	Paradigm Software LLC	Remote service support to install new CC machine.	1,102.61	Y
32692	6/12/2025	Payton Streby	BMGSA Umpire Apr-May	440.00	Y
32693	6/12/2025	PBS Engineering and Environmental	ProSer thru 5/23/25 Howard IRRP-Juniper to Bryant	286.25	Y
	6/12/2025	PBS Engineering and Environmental	Drone/measure new compost grindings for the LF.	1,858.75	Y
32694	6/12/2025	ProCom LLC	5/25 Pre-Employment/Employment drug testing	810.00	Y
32695	6/12/2025	Providence Health & Service - Washington	Andrew Hendrickson pre-employment medical exam	187.50	Y
32696	6/12/2025	Raegan Harlan	BMGSA Umpire Apr-May	406.60	Y
32697	6/12/2025	Railroad Management Company III LLC	License fee, UG 20" Sewer Pipeline Crossing, WAD	417.05	Y
32698	6/12/2025	Regency Pacific Management LLC	Room & Board 5/2025 Stroe, Mihai	10,400.00	Y
32699	6/12/2025	Roslynn Giguere	BMGSA Umpire Apr-May	120.00	Y
32700	6/12/2025	Serengeti Care Partners LLC	In home care Wright, Randall	280.00	Y

32701	6/12/2025	Snyder-Crecelius Paper Company	Office Supplies	333.23	Y
32702	6/12/2025	Stacey Louise Winn	BMGSA Umpire Apr-May	165.00	Y
32703	6/12/2025	Stan Southern	BMGSA Umpire Apr-May	330.00	Y
32704	6/12/2025	Systems Design West LLC	May 2025 Ambulance Billing Service	7,717.65	Y
32705	6/12/2025	Tallmans Inc	Medical Prescriptions 5/2025	125.25	Y
32706	6/12/2025	Taurus Power & Controls Inc.	ProSer 4/2025 Maintain and upgrade the SCADA	8,842.68	Y
32707	6/12/2025	The Anderson Group, Inc	Pool Supplies	55.87	Y
32708	6/12/2025	Tyler Technologies Inc	2025 Munis Maintenance Renewal	151,560.36	Y
32709	6/12/2025	Washington State Patrol	May 2025 background checks	168.00	Y
32710	6/12/2025	Wilbur-Ellis Inc	Athletic Line Marker	355.77	Y
32711	6/12/2025	William B Ostrander Sr	BMGSA Umpire Apr-May	275.00	Y
32712	6/12/2025	William S Hein & Company Inc	Online Subscription	1,025.00	Y
32713	6/12/2025	Walla Walla County	5.25 MSAG reimbursement for Kendall Korn	4,593.53	Y
32714	6/12/2025	Walla Walla County	Temp Easement Renegotiate 1681 Highland Rd.	10.00	Y
32715	6/12/2025	Walla Walla County	Warranty Deed Renegotiate 1681 Highland Rd.	10.00	Y
32716	6/12/2025	Walla Walla County	Temp Easement Renegotiate 1681 Highland Rd.	307.50	Y
32717	6/12/2025	Walla Walla Nursery Company Inc	Flowers - Dispatch	150.28	Y
	6/12/2025	Walla Walla Nursery Company Inc	Flowers - Downtown Main	696.52	Y
	6/12/2025	Walla Walla Nursery Company Inc	Flowers - Plaza	750.10	Y
	6/12/2025	Walla Walla Nursery Company Inc	Replacement Tree	58.81	Y
	6/12/2025	Walla Walla Nursery Company Inc	Flowers for Library	455.42	Y
	6/12/2025	Walla Walla Nursery Company Inc	Flowers for Pioneer Park	5,648.86	Y
	6/12/2025	Walla Walla Nursery Company Inc	Flowers	50.97	Y
32718	6/12/2025	Walla Walla Recycling Inc	Recycling fees for the drop boxes at the LF.	1,603.20	Y
32719	6/12/2025	Yara Yesel Martinez	Spanish Interpret - West Ward Town Hall	100.00	Y
32720	6/12/2025	Zoll Medical Corporation	Defibrillator Supplies	371.37	Y
32721	6/18/2025	Apollo Inc	ProSer 4/28-5/25/25 Howard St-Juniper-Bryant	531,269.27	Y
32722	6/18/2025	Basin Disposal of Washington	May 2025 BDI Contract Payment	73,229.91	Y
32723	6/18/2025	CDW Government Inc	Adobe Acrobat Pro Pro-rated Subscription	89.43	Y
32724	6/18/2025	Conсор North America, Inc	ProSer 4/24-5/31/25 Watershed Master Resiliency PI	20,811.75	Y
32725	6/18/2025	Esther Click	Claim Expense APCO-NENA Summer Forum Vancouver 25	301.00	Y
32726	6/18/2025	Government Portfolio Advisors	5/25 Investment Advisory Services	2,610.02	Y
32727	6/18/2025	Monte Puymon	Transportation Improvement Board Conf Othello 2025	146.78	Y
32728	6/18/2025	Washington State Auditor's Office	05/25 Audit Serv 61830 Travel/Fed/Finan/IT Audit	48,926.17	Y
32729	6/18/2025	Best Pest Control	05/25 Pest Control - Cemetery Office	87.12	Y
	6/18/2025	Best Pest Control	05/25 Pest Control - City Hall	114.35	Y
	6/18/2025	Best Pest Control	Pest Control at Fire St. 2	136.13	Y
	6/18/2025	Best Pest Control	June 2025 pest control service for Police building	141.57	Y
	6/18/2025	Best Pest Control	06/25 Pest Control - Fort WW Rotary Shelter	119.79	Y
	6/18/2025	Best Pest Control	06/25 Pest Control - City Hall	114.35	Y

	6/18/2025	Best Pest Control	06/25 Pest Control - City Shop & Maint. Yard	163.35	Y
	6/18/2025	Best Pest Control	06/25 Pest Control - Memorial Pool	174.24	Y
	6/18/2025	Best Pest Control	Pest Control Fire St. 1	136.13	Y
32730	6/18/2025	Brooklyn White	BMGSA Softball Umpire 04/25-05/25	280.00	N
32731	6/18/2025	Brown and Caldwell	ProSer 4/25-5/22/25 Wastewater Pretreatment Progra	4,357.44	Y
32732	6/18/2025	Cascade Natural Gas Inc	May '25 Monthly gas for Millcreek RD, WTP	29.33	Y
	6/18/2025	Cascade Natural Gas Inc	May '25 Gas for Millcreek RD Admin Bldg, WTP	66.81	Y
32733	6/18/2025	CenturyLink	Monthly Phone Bill, Fleet, 06/2025	44.55	Y
	6/18/2025	CenturyLink	Alarm Dialer lines JUN25	96.52	Y
	6/18/2025	CenturyLink	6/1-6/30 Alt dispatch center phone service	201.92	Y
	6/18/2025	CenturyLink	6/1-6/30 Dispatch fax line	48.26	Y
	6/18/2025	CenturyLink	6/1-6/30 Dispatch non-emergency line services	865.69	Y
	6/18/2025	CenturyLink	June 2025, Alarm Dialer Millcreek, WTP	129.42	Y
32734	6/18/2025	Charter Communications Inc	6/13-7/12 VPN services for jail radio room	114.99	Y
32735	6/18/2025	CHS Primeland	Chemicals for Weed Control - Gly Star	1,981.98	N
32736	6/18/2025	Coating Specialist and Inspection Services	ProSer 4/28-5/25/25 Coating Specialists and Inspec	2,200.00	Y
32737	6/18/2025	Columbia Rigging Corporation	Load Testing for Lifting Chains	266.15	N
32738	6/18/2025	Copiers Northwest, Inc	Library copier usage MAY25	380.64	Y
32739	6/18/2025	Demco Inc	Book barcodes, label lock	893.62	Y
32740	6/18/2025	DirectTV LLC	6/5-7/4 Dispatch weather/news monitoring	69.49	N
32741	6/18/2025	Dobbs Heavy Duty Holdings, LLC	Fuel Filter, Fleet, 05/2025	164.89	Y
	6/18/2025	Dobbs Heavy Duty Holdings, LLC	Exhaust Flex Pipe, Fleet #05539, 05/2025	889.83	Y
	6/18/2025	Dobbs Heavy Duty Holdings, LLC	Seat Cushion, Fleet #05566, 05/2025	224.53	Y
32742	6/18/2025	Eurofins Eaton Analytical LLC	Water samples, WTP	411.60	Y
	6/18/2025	Eurofins Eaton Analytical LLC	Water sampling, WTP	375.00	Y
32743	6/18/2025	GovWorx, Inc	2025-2026 CommsCoach Annual Subscription	35,000.00	Y
32744	6/18/2025	Hach Company Inc	Lab supplies, WTP	472.80	Y
32745	6/18/2025	Humbert Asphalt Inc	Hot Mix Asphalt	611.98	Y
	6/18/2025	Humbert Asphalt Inc	Hot Mix Asphalt	10,361.22	Y
	6/18/2025	Humbert Asphalt Inc	Hot Mix Asphalt	5,207.18	Y
	6/18/2025	Humbert Asphalt Inc	Hot Mix Asphalt	12,317.53	Y
32746	6/18/2025	Jim's Pacific Garages Inc	Fuel Level Sensor/Harness, Fleet #18716, 05/2025	140.38	Y
32747	6/18/2025	James P Ferraro	Labor Repair, Fleet #03789, 06/2025	157.91	N
32748	6/18/2025	Joel Teuber	Annual GPS tracker for investigative purposes	1,086.82	Y
32749	6/18/2025	Jose Cedeno	WW Soccer Skills Clinic June 2025	1,683.50	Y
32750	6/18/2025	Kelley Connect Co.	May 2025, 581 Mill Creek Copier srv. WTP	224.57	Y
	6/18/2025	Kelley Connect Co.	Copier Overage WWTP 4/15-5/14/25	37.17	Y
	6/18/2025	Kelley Connect Co.	June 2025, 581 Mill Creek Copier srv. WTP	185.14	Y
	6/18/2025	Kelley Connect Co.	May 2025 Report Writing Room copier use	26.19	Y
	6/18/2025	Kelley Connect Co.	May 2025 Administrative copier use	45.94	Y

	6/18/2025	Kelley Connect Co.	May 2025 Special Teams copier use	38.15	Y
	6/18/2025	Kelley Connect Co.	Monthly Copies, Fleet, 05/2025	6.80	Y
	6/18/2025	Kelley Connect Co.	June 2025 Records copier use	197.87	Y
32751	6/18/2025	Koncrete Industries Inc	City Hall Supplies	520.54	Y
32752	6/18/2025	Midwest Tape LLC	Audiobook/Salnitzki FOL	65.75	Y
32753	6/18/2025	Phillip A Brown	ProSer 5/23-5/30/25 ASR On-Call Consulting	1,170.00	Y
32754	6/18/2025	DON JACKSON EXCAVATION LLC	TEMP HYDRANT METER DEPOSIT REFUND	137.78	Y
32755	6/18/2025	JOHN HARTZELL	REFUND OF OVERPAYMENT ON ACCOUNT 002700	1,111.44	Y
32756	6/18/2025	MICHAEL MCKENZIE	CLOSE 1653 CAMBRIDGE DR	109.99	Y
32757	6/18/2025	STARLA MONTERROSE	CLOSE 802 WOODLAWN ST	205.35	N
32758	6/18/2025	Pacific Power Inc	Power for Street Lights 5/1/25 - 6/2/25	72.70	Y
	6/18/2025	Pacific Power Inc	Power for Street Lights 5/2/25 - 6/3/25	28.10	Y
	6/18/2025	Pacific Power Inc	4/29-5/29 Wallula radio site power services	174.49	Y
	6/18/2025	Pacific Power Inc	5/1-6/2 Dispatch center power services	965.59	Y
	6/18/2025	Pacific Power Inc	Power for Street Lights 5/2/2025 - 6/3/2025	312.50	Y
	6/18/2025	Pacific Power Inc	Power for Street Lights 5/7/2025 - 6/6/2025	192.57	Y
	6/18/2025	Pacific Power Inc	Power for Street Lights 5/7/2025 - 6/6/2025	24.07	Y
	6/18/2025	Pacific Power Inc	Power for Street Lights 5/6/2025 - 6/5/2025	20.31	Y
32759	6/18/2025	Pioneer City Oil Inc	Brake Clean, Fleet #07000/05000, 06/2025	307.72	Y
32760	6/18/2025	Providence Health & Service - Washington	5/25 Physical Exam -Respirator Questionnaire	603.50	Y
32761	6/18/2025	Puget Sound Hardware Inc	Eastgate Softball Gate Locks	617.42	Y
32762	6/18/2025	QRS Consulting, LLC	ProSer 5/4-5/31/25 Design Dam Sediment Gate	20,019.04	Y
32763	6/18/2025	Ruby Sample	BMGSA Softball Umpire 04/25-05/25	444.94	Y
32764	6/18/2025	Ryan Herco Flow Solutions	Ball valve, WTP	313.90	N
32765	6/18/2025	Silke Communications Solutions, Inc	Radio Repair, Fleet #14447, 03/2025	132.52	Y
32766	6/18/2025	TMG Services, Inc	TOC Analyzer, WTP	21,469.64	Y
32767	6/18/2025	Tri-Cities Umpire Association	Sweet Onion Umpire Fees	11,320.00	Y
32768	6/18/2025	Trilogy Medwaste West LLC	Disposal of Medical Waste	120.37	Y
32769	6/18/2025	Western Equipment Distributors Inc	Rear Seal, Fleet #11715, 06/2025	1,275.58	Y
	6/18/2025	Western Equipment Distributors Inc	Belts/Blades, Fleet #07832, 06/2025	1,032.32	Y
	6/18/2025	Western Equipment Distributors Inc	Ring Backup/Screw, Fleet #11715, 06/2025	184.94	Y
32770	6/18/2025	Walla Walla County	Warranty Deed Myra Rd Extension	307.50	Y
32771	6/18/2025	Walla Walla County	April 2025 correction services	17,007.74	N
32772	6/18/2025	Walla Walla Electric Inc	June 2025 fire alarm monitoring at Police Dept	25.97	Y
	6/18/2025	Walla Walla Electric Inc	June 2025, Alarm, monitoring service, WTP	25.97	Y
	6/18/2025	Walla Walla Electric Inc	5.25 Generator upgrade at Wallula Radio Site	14,594.58	Y
	6/18/2025	Walla Walla Electric Inc	4.25 Generator upgrade at Eureka Radio Site	14,594.58	Y
32773	6/18/2025	Walla Walla Regional Water Testing Service LLC	Nitrate test, WTP	80.00	Y
32774	6/18/2025	Walla Walla Valley Wine Alliance	Q1 2025 Lodging Tax Grant	60,000.00	Y
32775	6/24/2025	Coating Specialist and Inspection Services	ProSer 2/24-3/30/35 Coating Specialists and Inspec	4,386.00	N

	6/24/2025	Coating Specialist and Inspection Services	ProSer 3/31-4/27/25 Coating Specialists and Inspec	8,181.00	N
32776	6/24/2025	Honeywell International Inc	G2 Fire station alerting system	3,934.46	N
	6/24/2025	Honeywell International Inc	G2 Fire station alerting system	8,820.90	N
	6/24/2025	Honeywell International Inc	G2 Fire station alerting system	2,230.07	N
	6/24/2025	Honeywell International Inc	G2 Fire station alerting system	133,689.82	N
32777	6/25/2025	Tri-County Partners	6/25 2025 CHIP Grant Sub-Contractor	105,489.25	N
32778	6/25/2025	Joshua Westergreen	ProSer 5/13-6/6/25 2025 Sleep Center Site Improve	45,170.92	Y
32779	6/26/2025	Angela Potts	Claim Expense Golf Course Admin visit Longview 25	90.30	Y
32780	6/26/2025	APX Inc	Landfill carbon credit account maint. fees.	500.00	Y
32781	6/26/2025	Basin Disposal of Washington	05/25 Aviary Recycling	25.32	Y
32782	6/26/2025	Charles Coleman	Claim Expense Golf Course Admin visit Longview 25	90.30	Y
32783	6/26/2025	David Evans and Associates	ProSer 4/13-5/17/25 4th & 6th Ave Bridge Replacement	92,218.60	Y
32784	6/26/2025	DKS Associates	ProSer 5/1-5/31/25 9th Ave Pedestrian Study	5,874.76	Y
32785	6/26/2025	Humana Health Care Plans	Leoff 1 Medical Insurance Premiums 7/2025	16,397.44	Y
32786	6/26/2025	Laurencio Cota	Claim Expense BAT Certification Test Spokane 2025	68.80	Y
32787	6/26/2025	Melissa Coleman	Claim Exp Evidence transport Cheney 2025	21.50	Y
32788	6/26/2025	Motorola Solutions Inc	2025 Vigilant subscription for PEO vehicle	4,464.81	Y
32789	6/26/2025	Neal Chavre	Claim Expense MRSC Training Spokane 2025	214.34	Y
32790	6/26/2025	Operations Management International Inc	ProSer 6/6/25 Management and Operations of W	228,788.08	Y
32791	6/26/2025	Shea, Carr & Jewell, Inc.	Consultant - Comprehensive Plan Update May 2025	3,910.63	Y
32792	6/26/2025	Travis Chester	Claim Expense Golf Course Admin visit Longview 25	90.30	Y
32793	6/26/2025	Wesley Walker	Claim Expense Golf Course Admin visit Longview 25	90.30	Y
32794	6/26/2025	1-2-3 Printing Inc	1000 business cards - C. Rabidue Braman	70.79	N
32795	6/26/2025	Aaron Schichtel	Spring Trees	1,000.00	Y
32796	6/26/2025	Abby Jo Giles	Sweet Onion Official	316.54	N
32797	6/26/2025	Anderson Perry & Associates Inc	ProSer thru 2/28/25 Reser-Wilbur Utility Extension	1,492.50	N
32798	6/26/2025	Anderson Towing LLC	352 School Ave - Removal of Junk in ROW	1,687.95	N
32799	6/26/2025	Aramsco, Inc	384 Bags of Beads for Painting	14,823.46	N
32800	6/26/2025	Aspect Consulting, LLC	Landfill Groundwater Monitoring services.	9,721.25	N
32801	6/26/2025	Blue Mountain Action Council	5/25 2020 CDBG-Emergency Subsistence Payment Prog	191.31	N
	6/26/2025	Blue Mountain Action Council	5/25 2024 CDBG BMAC Public Service	4,388.02	N
32802	6/26/2025	Brooklyn White	Sweet Onion Official	83.30	N
32803	6/26/2025	Byrnes Oil Company Inc	Fort Walla Walla Diesel, Fleet, 06/2025	842.84	N
	6/26/2025	Byrnes Oil Company Inc	Pacific Pride Fuel Transactions, Fleet, 05/2025	22,275.70	N
32804	6/26/2025	Cascade Natural Gas Inc	06/25 Natural Gas - 505 E Rees Ave	16,267.33	N
	6/26/2025	Cascade Natural Gas Inc	05/25 Natural Gas - 925 W Whitman Dr	21.20	N
	6/26/2025	Cascade Natural Gas Inc	June 2025-CNG for Fire St. 1	964.13	N
32805	6/26/2025	CenturyLink	05/25 City Hall Elevator	56.91	N
	6/26/2025	CenturyLink	06/25 Service Center Fire Alarm	44.55	N
	6/26/2025	CenturyLink	06/25 Service Center Router	44.55	N

	6/26/2025	CenturyLink	06/25 Cemetery Router	48.26	N
	6/26/2025	CenturyLink	06/25 City Hall	182.88	N
32806	6/26/2025	City of Walla Walla	Drop Box #52 & #82	328.81	Y
	6/26/2025	City of Walla Walla	Drop Box #52 & #85	265.30	Y
	6/26/2025	City of Walla Walla	Drop Box #82 & #52	181.52	Y
32807	6/26/2025	Columbia Basin Hearing Center LLC	Leoff 1 Gehlhausen, Tim 4/3/25	166.00	N
32808	6/26/2025	Columbia County Public Hospital District	Medications for Ambulances	148.25	N
32809	6/26/2025	Darci Bell	Sweet Onion Official	575.00	N
32810	6/26/2025	DataProse LLC	Newsletter Information Mailing	764.82	N
32811	6/26/2025	Washington State Department of Corrections	Work crews for litter cleanup at the LF.	588.76	N
	6/26/2025	Washington State Department of Corrections	05/25 Offender Work Crew - Mtn. View Cemetery	2,050.40	N
	6/26/2025	Washington State Department of Corrections	May Offender Work Crew, WTP	591.04	N
32812	6/26/2025	Dobbs Heavy Duty Holdings, LLC	Gasket, Fleet #05539, 06/2025	15.44	N
	6/26/2025	Dobbs Heavy Duty Holdings, LLC	Bolts, Fleet #05566, 06/2025	24.08	N
	6/26/2025	Dobbs Heavy Duty Holdings, LLC	Fuel Filter, Fleet, 06/2025	337.55	N
32813	6/26/2025	Emily Meliah	Sweet Onion Official	83.30	N
32814	6/26/2025	Eurofins Eaton Analytical LLC	Water sampling, WTP	168.00	N
	6/26/2025	Eurofins Eaton Analytical LLC	Water sampling, WTP	320.68	N
32815	6/26/2025	Financial Consulting Solutions Group Inc	Progress Pmt 1 Long Term Financial Plan Update	2,067.50	N
32816	6/26/2025	Gary William Schneidmiller	Adult Softball Umpire	480.00	N
32817	6/26/2025	GeoTechnical Resources Inc	ProSer thru 5/31/25 Pavement Mgt Program Assist	3,500.00	N
32818	6/26/2025	Holce Law Firm	6.25 Conflict Appointment Fee	525.00	N
32819	6/26/2025	Humbert Asphalt Inc	Hot Mix Asphalt	9,427.13	N
32820	6/26/2025	Irma Sanchez-Ayala	Uniform Alterations for Ongers	37.03	N
32821	6/26/2025	J-U-B Engineers Inc	ProSer 5/4-5/31/25 Digesters Design	56,033.63	N
32822	6/26/2025	Joshua Westergreen	9 Sleep Center Huts	49,985.10	N
32823	6/26/2025	Kelley Connect Co.	Copier Overage 5/15-6/14/25	151.15	N
32824	6/26/2025	Kennewick Industrial and Electrical Supply Inc	Irrigation Repairs	375.05	N
	6/26/2025	Kennewick Industrial and Electrical Supply Inc	Stock Supplies	928.68	N
	6/26/2025	Kennewick Industrial and Electrical Supply Inc	Irrigation Main Repair	513.05	N
	6/26/2025	Kennewick Industrial and Electrical Supply Inc	Stock MCSP Irrigation Heads	769.75	N
32825	6/26/2025	Koncrete Industries Inc	Gravel and Haul/Disposal Spoil	11,988.05	N
	6/26/2025	Koncrete Industries Inc	Gravel and Haul/Disposal Spoil	3,400.99	N
32826	6/26/2025	Konen Rock Products Inc	BMX Track Work	990.29	N
32827	6/26/2025	Lemons Law Office, PLLC	5.25 Monthly Fee - Indigent Defense	8,750.00	N
32828	6/26/2025	Midwest Tape LLC	Audiovisual, DVDs	61.66	N
	6/26/2025	Midwest Tape LLC	Audiobook, Salnitzi FOL	39.61	N
32829	6/26/2025	Moreno & Nelson Construction	ProSer thru 5/31/25 Rose St Preservation	136,618.58	N
32830	6/26/2025	Mountain View Tree Service, LLC	Tree Pruning	435.60	N
32831	6/26/2025	National Merchant Solutions, Inc	Card Pointe Integrated Clover Flex 3 & 4	1,442.93	N

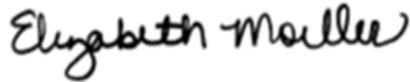
32832	6/26/2025	Neuman Electric Inc.	ProSer 6/2025 2025 Sleep Center Electrical U	14,632.26	N
32833	6/26/2025	North Idaho Distributing, Inc	Supplies for Resale	6,791.31	N
	6/26/2025	North Idaho Distributing, Inc	Concessions Supplies	36.47	N
	6/26/2025	North Idaho Distributing, Inc	Concessions Credit Memo	(352.79)	N
	6/26/2025	North Idaho Distributing, Inc	Concessions Supplies	110.16	N
	6/26/2025	North Idaho Distributing, Inc	Concessions Supplies	3,361.31	N
32834	6/26/2025	Kris King	950 Whitman St. Property Settlement st2302	1,000.00	N
32835	6/26/2025	Michael Tremont	Registration Refund	40.00	N
32836	6/26/2025	BB&A ENVIRONMENTAL	DROP BOX REFUND - 1603 E ALDER ST	801.00	N
32837	6/26/2025	CHRISTOPHER HERMAN	CLOSE 816 STATESMAN ST	172.37	N
32838	6/26/2025	DENA R GARRETT	CLOSE 462 BRASSWOOD CT	80.94	N
32839	6/26/2025	ESTATE OF DANIEL MELLISH	CLOSE 716 N 8TH AVE	109.85	N
32840	6/26/2025	ESTATE OF SULTANA ROBERTSON	CLOSE 525 E ALDER ST	74.22	N
32841	6/26/2025	GORDON ROBERTSON	CLOSE 525 E ALDER ST	74.23	N
32842	6/26/2025	HAYDEN HOMES LLC	CLOSE 1335 PAT AVE	74.90	N
32843	6/26/2025	HAYDEN HOMES LLC	CLOSE 736 AVA ST	50.02	N
32844	6/26/2025	JAMES GORDON	CLOSE 644 BALM ST	104.28	N
32845	6/26/2025	JONATHAN OJCIUS	CLOSE 614 PLEASANT	33.24	N
32846	6/26/2025	JOSEPH RUFFINO	CLOSE 935 BOYER AVE	273.43	N
32847	6/26/2025	MUNNS FAMILY LIVING TRUST	CLOSE 27 S PALOUSE ST	225.28	N
32848	6/26/2025	PATRICIA BAKKER	CLOSE 809 E ALDER ST	109.34	N
32849	6/26/2025	PAUL CONKLIN	CLOSE 1359 MILBURN ST	111.41	N
32850	6/26/2025	PR HARRISON	CLOSE 999 DOGWOOD LN	224.45	N
32851	6/26/2025	QUALITY EQUIPMENT MANAGEMENT	DROP BOX DEPOSIT REFUND- 1660 PLAZA WAY	352.41	N
32852	6/26/2025	REBECCA STYNER	CLOSE 2073 LARK DR	208.22	N
32853	6/26/2025	ROBERT THONNEY	2136 SOLARA LN	110.70	N
32854	6/26/2025	Pacific Power Inc	May 2025 Electricity bill for Summach, WTP	1,988.49	N
	6/26/2025	Pacific Power Inc	05/25 Power - 21 S Division St	66.63	N
	6/26/2025	Pacific Power Inc	05/25 Power - Fire 1, Library, City Hall	6,364.56	N
	6/26/2025	Pacific Power Inc	05/25 Power - Martin Field	73.98	N
	6/26/2025	Pacific Power Inc	05/25 Power - Misc. Parks	344.18	N
	6/26/2025	Pacific Power Inc	05/25 Power - Memorial Pool	5,063.29	N
	6/26/2025	Pacific Power Inc	May 2025 - Pacific Power f/Fire St. 2	1,237.48	N
	6/26/2025	Pacific Power Inc	Power for Street Lights 5/1/25 - 6/2/25	1,880.92	N
	6/26/2025	Pacific Power Inc	Power for Street Lights 5/2/25 - 6/3/25	5,217.12	N
	6/26/2025	Pacific Power Inc	Power for Street Lights 5/9/25 - 6/10/25	15,128.84	N
	6/26/2025	Pacific Power Inc	Power for Street Lights 5/9/25 - 6/10/25	68.16	N
	6/26/2025	Pacific Power Inc	May '25 Electricity for 37 Interchange Rd, WAD	35.24	N
	6/26/2025	Pacific Power Inc	May '25, Various wells, WTP	4,880.41	N
	6/26/2025	Pacific Power Inc	May '25, AMI Tower, WAD	46.36	N

	6/26/2025	Pacific Power Inc	05/25 Power - Cemetery	210.25	N
	6/26/2025	Pacific Power Inc	05/25 Power - Ruth & McKinley St	18.68	N
	6/26/2025	Pacific Power Inc	05/25 Power - Garden Center	88.33	N
	6/26/2025	Pacific Power Inc	05/25 Power - Fort WW Restrooms	99.48	N
	6/26/2025	Pacific Power Inc	05/25 Power - Misc. Parks	3,735.80	N
	6/26/2025	Pacific Power Inc	05/25 Power - Ft Walla Walla Amphitheater	92.04	N
	6/26/2025	Pacific Power Inc	Power for Street Lights 5/7/25 - 6/6/25	470.60	N
	6/26/2025	Pacific Power Inc	Power for Street Lights 5/13/25 - 6/12/25	367.24	N
	6/26/2025	Pacific Power Inc	Power for Street Lights 5/13/25 - 6/13/25	285.73	N
	6/26/2025	Pacific Power Inc	Power for Street Lights 5/7/25 - 6/6/25	410.71	N
	6/26/2025	Pacific Power Inc	Power for Street Lights 5/13/25 - 6/13/25	105.33	N
	6/26/2025	Pacific Power Inc	Power for Street Lights 5/1/25 - 6/2/25	139.33	N
	6/26/2025	Pacific Power Inc	Power for Street Lights 5/13/25 - 6/12/25	35.16	N
	6/26/2025	Pacific Power Inc	Power for Street Lights 5/13/25 - 6/12/25	226.33	N
	6/26/2025	Pacific Power Inc	05/25 Power - 755 NE Myra Rd	25.42	N
	6/26/2025	Pacific Power Inc	05/25 Power - 1530 Dalles Military Rd	30.97	N
	6/26/2025	Pacific Power Inc	05/25 Power - Fort Walla Walla	411.45	N
32855	6/26/2025	Pacific Security	5.2025 Sleep Center Guard Services	9,808.75	N
32856	6/26/2025	Pioneer City Oil Inc	Oil/Grease, Fleet #05000/07000, 05/2025	5,574.93	N
32857	6/26/2025	Protect Youth Sports	5/25 Monthly Background checks	187.65	N
32858	6/26/2025	Rotary Club of Walla Walla Inc	Guest Lunch - Taylor - State of the City	30.00	N
32859	6/26/2025	Serengeti Care Partners LLC	Leoff 1 Medical Wright, Randall 6/1-6/7/2025	1,130.00	N
32860	6/26/2025	Systems for Public Safety Inc	Fender Protector, Fleet #14450, 06/2025	782.15	N
32861	6/26/2025	Town & Country Tree Services	Stump Grinding	816.75	N
32862	6/26/2025	US Department of Agriculture	2025 Annual Forest Agreement, WTP	103,440.80	N
32863	6/26/2025	Valley Vision Clinic PS	Leoff 1 Bainter, Gary 6/12/25	60.00	N
32864	6/26/2025	Verizon Wireless	Confidential - investigative fee	125.00	N
32865	6/26/2025	Visit Walla Walla	5.2025 Lodging Tax Allocation	70,837.00	N
32866	6/26/2025	Washington State Patrol	2nd qtr 2025 WSP ACCESS Fees	3,000.00	N
32867	6/26/2025	Washington Amateur Softball Association	Sweet Onion Sanction Fees	240.00	N
32868	6/26/2025	Wastequip Inc	20 cubic yard trash containers with domed lids.	20,098.54	N
	6/26/2025	Wastequip Inc	20 cubic yard trash containers with domed lids.	20,098.56	N
32869	6/26/2025	Walla Walla Alliance for the Homeless	06.2025 Sleep Center Supplies	2,313.70	N
32870	6/26/2025	Walla Walla County	May 2025 correction service	15,358.14	N
32871	6/26/2025	Walla Walla County Fire District 4	5/25 Annexation Ramp down Jan- Dec 2025	27,800.90	Y
32872	6/30/2025	Angela Potts	Claim Expense WRPA Conference Kennewick 2025	144.74	Y
32873	6/30/2025	Apollo Inc	ProSer 6/2025 WWTP Influent Pump Station Emergency	313,055.49	Y
	6/30/2025	Apollo Inc	ProSer 5/26-6/25/25 Howard St-Juniper-Bryant IRRP	194,407.29	Y
32874	6/30/2025	Basin Disposal of Washington	May 2025 residential recycling fees.	6,736.88	Y
32875	6/30/2025	Charles Coleman	Claim Expense WRPA Conference Kennewick 2025	145.51	Y

32876	6/30/2025	Conсор North America, Inc	ProSer 5/1-5/31/25 Myra South Extension - SR125 t	38,987.69	Y
32877	6/30/2025	David Meliah	Claim Expense WRPA Conference Kennewick 2025	47.30	Y
32878	6/30/2025	Esther Click	CPE Safety Program course Daytona Beach FL 2025	948.00	Y
32879	6/30/2025	Kailey Newhouse	WRPA Conference Kennewick 2025	126.82	Y
32880	6/30/2025	Kejuan Smith	Claim Expense WRPA Conference Kennewick 2025	47.30	Y
32881	6/30/2025	Ponti Law PLLC	6.25 Indigent Defense Contract - Biel	8,750.00	Y
	6/30/2025	Ponti Law PLLC	6.25 Indigent Defense Contract - Ponti	13,125.66	Y
32882	6/30/2025	Wesley Walker	Claim Expense WRPA Conference Kennewick 2025	47.30	Y
32883	6/30/2025	American Air Heating & Cooling LLC	Senior Center Leak Diagnosis	290.58	N
32884	6/30/2025	Anderson Perry & Associates Inc	ProSer thru 5/31/25 2nd Ave Restoration Constructi	1,152.58	N
	6/30/2025	Anderson Perry & Associates Inc	ProSer thru 5/31/25 Rose Street Preservation Desig	24,917.65	N
	6/30/2025	Anderson Perry & Associates Inc	ProSer thru 5/31/25 Citywide Pavement Preservation	4,708.58	N
32885	6/30/2025	Byrnes Oil Company Inc	06/15/25 fuel for drug task force use	101.33	N
	6/30/2025	Byrnes Oil Company Inc	Landfill Diesel Fuel, Fleet, 06/2025	13,176.15	N
32886	6/30/2025	Cascade Natural Gas Inc	05/25 Natural Gas - 75 E Moore St	47.19	N
	6/30/2025	Cascade Natural Gas Inc	05/25 Natural Gas - 15 N 3rd Ave	48.81	N
	6/30/2025	Cascade Natural Gas Inc	05/25 Natural Gas - 55 E Moore St	108.90	N
	6/30/2025	Cascade Natural Gas Inc	05/25 Natural Gas - 65 E Moore St	113.76	N
32887	6/30/2025	CenturyLink	June '25 Serv. line 541-558-3794, WTP	42.86	N
32888	6/30/2025	City of Walla Walla	Drop Box #52	52.30	N
32889	6/30/2025	City of Walla Walla	Petty Cash for June 2025	123.50	Y
32890	6/30/2025	DB Communications	Endura speaker microphone	121.97	N
32891	6/30/2025	Dobbs Heavy Duty Holdings, LLC	Window Glass, Fleet #05587, 06/2025	366.61	N
32892	6/30/2025	Enviro Clean Equipment Inc	Rotary Joint, Fleet #18716, 06/2025	1,208.48	N
32893	6/30/2025	Federal Express Inc	Water sample shipment, WTP	173.28	N
	6/30/2025	Federal Express Inc	Water sample shipment, WTP	24.49	N
32894	6/30/2025	Geosyntec Consultants International, Inc	Landfill O&M services for April 2025.	15,796.96	N
	6/30/2025	Geosyntec Consultants International, Inc	Landfill O&M services for May 2025.	8,435.21	N
32895	6/30/2025	Hillis Clark Martin & Peterson PS	Legal consult for the Tausick Way Landfill.	522.50	N
32896	6/30/2025	Irma Sanchez-Ayala	Uniform Alterations for Lt. Nelson	37.03	N
32897	6/30/2025	Kelley Connect Co.	Monthly Copies, Fleet, 05/2025	54.80	N
32898	6/30/2025	Life-Assist, Inc	June 2025 Narcotics Tracking	609.84	N
32899	6/30/2025	MBG Cleaning Services	June 2025 Janitorial Services for Police	3,100.00	N
	6/30/2025	MBG Cleaning Services	06/25 Janitorial Maintenance - Cemetery	180.00	N
	6/30/2025	MBG Cleaning Services	06/25 Janitorial Maintenance - Garden Center	390.00	N
32900	6/30/2025	North Idaho Distributing, Inc	Concessions Supplies	1,117.14	N
	6/30/2025	North Idaho Distributing, Inc	Concessions Supplies	4,438.86	N
	6/30/2025	North Idaho Distributing, Inc	Concessions Supplies	415.57	N
	6/30/2025	North Idaho Distributing, Inc	Concessions Supplies	4,998.49	N
	6/30/2025	North Idaho Distributing, Inc	Concessions Supplies	1,449.04	N

	6/30/2025	North Idaho Distributing, Inc	Concessions Supplies Credit	(1,337.15)	N
32901	6/30/2025	Barb Whatley	Refund of sewer connection fee	17,914.32	N
32902	6/30/2025	OXARC Inc	CO2 Bulk	1,732.64	N
32903	6/30/2025	Pacific Power Inc	04.25-05.25 Vehicle Outlets (04/13/25 - 06/13/25)	42.85	N
	6/30/2025	Pacific Power Inc	06/25 Power - Service Center	4,129.14	N
32904	6/30/2025	Pacific Power Inc	May '25 Electricity Street lights Millcreek, WTP	16.56	N
32905	6/30/2025	Revolver Screening Systems	Fuel Tank/Accessories, Fleet #10640, 06/2025	2,634.14	N
32906	6/30/2025	RH2 Engineering, Inc	ProSer thru 5/25/25 On-Call Professional Consulting	3,458.10	N
	6/30/2025	RH2 Engineering, Inc	ProSer thru 3/30/25 On-Call Professional Consulting	1,075.23	N
32907	6/30/2025	Swire Coca-Cola USA	Concessions Supplies	2,171.67	N
	6/30/2025	Swire Coca-Cola USA	Concessions Supplies	521.36	N
32908	6/30/2025	Taurus Power & Controls Inc.	ProSer May 2025 Maintain and upgrade the SCADA	8,775.78	N
32909	6/30/2025	Verizon Wireless	Confidential - May 2025 phone for investigations	42.26	N
32910	6/30/2025	Washington State Department of Transportation	ProSer 5/2025 Myra Construction inspection a	475.22	N
32911	6/30/2025	Walla Walla Mobile Glass	Replaced Windshield, Fleet #05587, 06/2025	119.79	N
Total				7,744,086.66	

I, Elizabeth Moeller, Finance Director, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the



Elizabeth Moeller, Finance Director

The payments on this claims roster are comprised of the following:

PRINTED (Numbers 32541-32607 32626-32720 32729-32778 32794-32871 32883-32911)	\$3,029,951.32
TRANSFER (Numbers 32445-32476 32608-32625 32721-32728 32779-32793 32872-32882)	\$3,275,106.98
WIRE (Numbers 1008-1011 1013-1028 1030-1032)	\$1,439,028.36
TOTAL	\$7,744,086.66



ar-5733

9. B.

City Council - Regular Meeting

Meeting Date: 07/23/2025

Add'l Contributors:

Information

ITEM TITLE:

Executive Session Subject: RCW 42.30.110(1)(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

Attachments

No file(s) attached.
