

City of College Place, Washington
RESOLUTION NO. 20-050

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING AUTHORIZING THE MAYOR TO SIGN ADDENDUM 1: MEMORANDUM OF UNDERSTANDING PERTAINING TO THE SOUTHWEST WASTEWATER TRUNK LINE PROJECT.

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

Whereas, cities can establish development agreements and memoranda of understanding with the development community as permitted in RCW 36.70B.170; and

Whereas, the City Council previously approved Resolution 19-008 pertaining to the engineering phase of the Southwest Wastewater Trunk Line Project on February 12th, 2019; and

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

1. Authorizes the Mayor to sign the Addendum 1: Memorandum of Understanding Southwest Wastewater Trunk Line Project

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

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

PASSED by the City Council of the City of College Place, Washington, this 24th day of November, 2020.

DocuSigned by:

Norma L. Hernandez

E7C117EE7FEC409

Norma L. Hernández, Mayor

Attest:

DocuSigned by:

Lisa R. Neissl

8B5B87D36CFE445

Lisa R. NEISSL, CMC
City Clerk

ADDENDUM 1: MEMORANDUM OF UNDERSTANDING: SOUTHWEST WASTEWATER TRUNK LINE PROJECT

Addendum 1 is an addition to the Memorandum of Understanding (MOU) mentioned in Section 4, subsection E adopted via Agenda Bill 19035/Resolution #19-008 on February 12th, 2019 of the College Place City Council governing the relationship between parties pertaining to the Southwest Wastewater Trunk Line Project pertaining to the Construction Phase of the wastewater trunk line project. The wastewater trunk line is desired to not only provide service to the Stone Creek Development but to augment services for Basins A and C and provide ability to serve Basin B in the future as shown in Section 2 of this MOU. Further addendum to this MOU may be developed between parties as development throughout footprint of the future Stone Creek development.

Section I. Parties

A. The “City of College Place” hereinafter referred to as “CITY” whose administrative offices is located at 625 S. College Avenue, College Place, 99324. The Stone Creek Development is within the corporate limits of the CITY. The CITY operates the local street, water, wastewater, and stormwater conveyance systems.

B. “Mike McKeirnan” hereinafter referred to as “MCKEIRNAN” owns property commonly identified as 197 Mojonnier Rd in the corporate limits of the CITY which comprises part of the Stone Creek Development.

C. “Craig Christensen” hereinafter referred to as “CHRISTENSEN” owns property commonly identified as 454 Christensen Lane in the corporate limits of the CITY which comprises part of the Stone Creek Development.

D. “Stone Creek Development” hereinafter referred to as “DEVELOPMENT” is a future development subdivision to comprise the properties owned by MCKEIRNAN and CHRISTENSEN.

E. “Parties” hereinafter refers to everyone mentioned in Section 1 subitems A thru D.

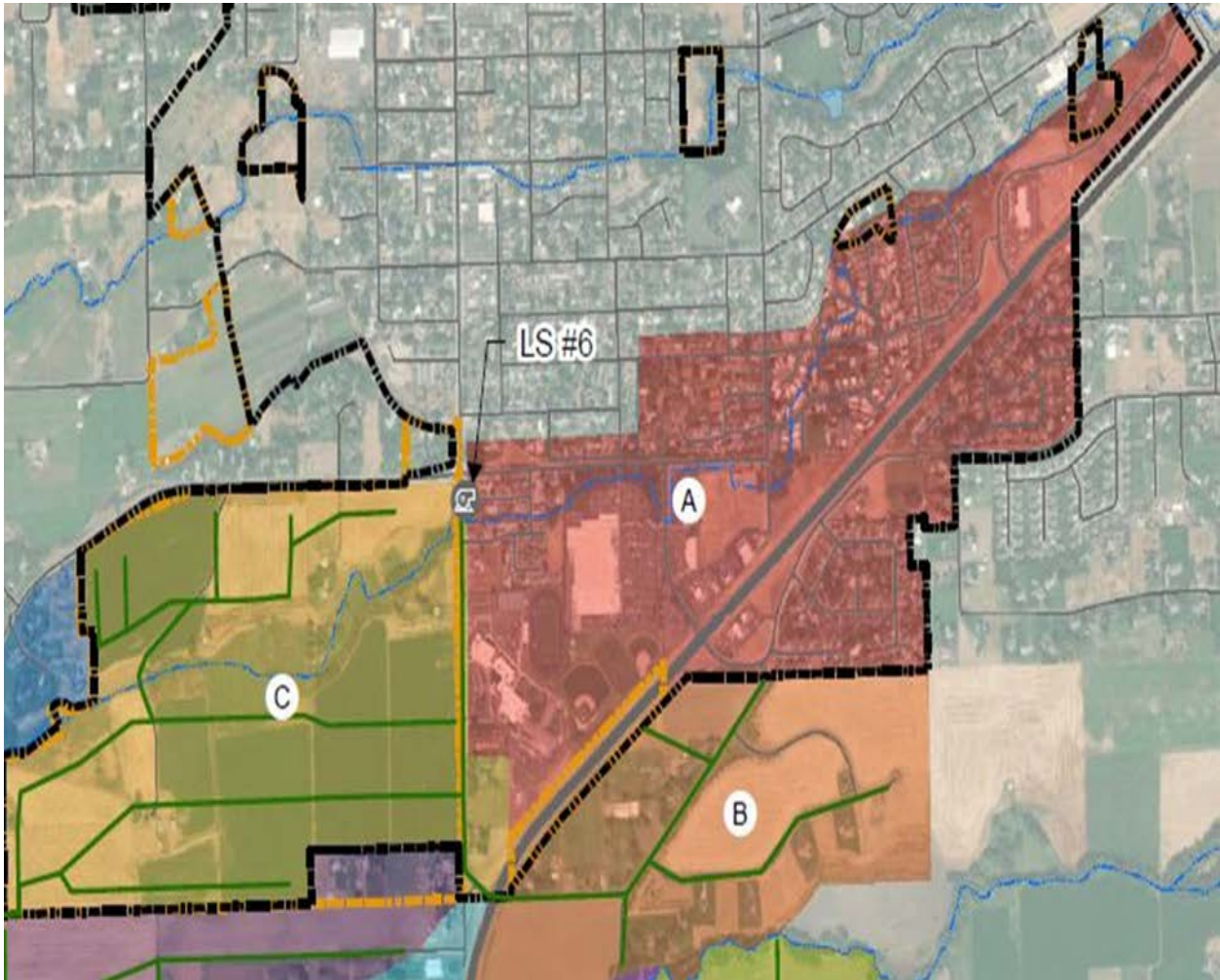
F. “Funder” constitutes any governmental or quasi-governmental agency that has awarded funding for the construction of the project whether in loan or grant form. This includes the Port of Walla Walla (PORT), Walla Walla County (COUNTY), City of College Place (CITY), State of Washington Department of Ecology (ECOLOGY), and the Federal United States Department of Agriculture – Rural Development (USDA-RD).

Section 2. Wastewater Basin Map Served by Southwest Trunk Line

Basins A, B, and C would be served by the Southwest Trunk Line as shown in the map in this Section. Basins A and C are within the incorporated CITY limits and Basin B is in unincorporated Walla Walla County but within the CITY’s established water and wastewater service area. The following subdivisions comprise the basins to be served:

1. Cedar Bend (Basin A)
2. Meadowbrook Boulevard (Basin A)

3. Sherburne Addition (Basin A)
4. Country Estates (Basin A)
5. Autumn Meadows (Basin A)
6. Commercial Drive (Basin A)
7. Knapp Addition (Basin A)
8. Harvest Meadows (Basin A)
9. Future Stone Creek Development (Basin C)
10. Future growth areas (subject to Walla Walla County Commissioner approval)
 - a. Soaring Hawk PUD (Basin B)
 - b. Peppers Bridge Rd Corridor (Tamaurson to Yellowhawk Creek) (Basin B)



Section 3. Principles

- A. The CITY shall pay or shall cause to be paid 100% of the costs of the Southwest Wastewater Trunkline project.
- B. The CITY council adopted a Memorandum of Understanding governing the engineering phase of the Southwest Wastewater Trunkline project via Agenda Bill 19035/Resolution 19-008 on February 12th, 2019. The CITY financed the 100% engineering of this project through its wastewater utility.
- C. The CITY purchased five acres of land commonly identified as 199 Teal Rd for use for a future wastewater lift station via Agenda Bill 19202/Resolution #19-035 on September 24th, 2019.
- D. The CITY awarded construction engineering of the Southwest Wastewater Trunk Line via competitive bid to J-U-B Engineering via Agenda Bill 20150 on the July 28th, 2020 College Place City Council meeting. A copy of the J-U-B Engineering is attached hereto as EXHIBIT A.
- E. The USDA-RD awarded the project a grant for \$3,326,000 and a loan of \$2,838,000 with a 1.125% interest rate which was accepted via Agenda Bill 20153 at the August 4th, 2020 College Place City Council meeting.
- F. The Port of Walla Walla/Walla Walla County awarded the project a \$200,000.00 Economic Development Sales Tax Grant which was accepted via Agenda Bill 20179/Resolution #20-035 during the August 25th, 2020 College Place City Council meeting.
- G. Additional gap financing is will be done through a State Department of Ecology Grant/Loan program and the CITY's wastewater utility.
- H. The CITY through its contract engineering firm J-U-B Engineers has completed 100% engineering level plans/bid documents for construction as of September 1st, 2020 for the Southwest Wastewater Trunk Line and associated future lift station to be located at 199 Teal Rd.
- I. The CITY will utilize the applicable competitive bid process in this project upon USDA-RD staff approval as well as the receipt of signed wastewater easements granted by PARTIES. The CITY will competitively bid the project out to a general contractor who will construct the project within a temporary fifty-foot construction easement dedicated and signed by "PARTIES". The temporary construction easement will exist until December 31st, 2021 and will only be extended upon written signed mutual agreement of all PARTIES. PARTIES understand that timelines are estimated as the COVID-19 pandemic has affected turnaround time on locating and acquiring construction materials and timeliness of construction. PARTIES will notify each other in a timely manner if COVID-19 related delays arise.

- J. After construction, the southwest wastewater trunk line will exist in a twenty-foot permanent easement dedicated and signed by "PARTIES".
- K. Upon completion of construction of the Southwest Sewer Wastewater Trunk Line, all future development within the shaded areas of the map in Section 2 (Basins A, B, and C) shall connect to CITY services, including but not limited to potable water, wastewater, and stormwater systems and shall be subject to any and all utility charges, fees, assessments, and the like, including but not limited to , pro-rata lift station assessment, and connection/service charges identified in the annual fee schedule adopted by the CITY Council
- L. The CITY shall give each party up to nine (9) wastewater utility connections (residential or commercial) free-of-charge in recognition of temporary farming access issues caused by the construction of the wastewater trunk line. Any crops damaged by the CITY within the construction easement granted for southwest sewer trunk line construction work will be replaced by or caused to be replaced by the CITY, as appropriate.
- M. PARTIES to the agreement have the duty to notify each other as soon as possible of any change of conditions that would affect any terms and conditions of this MOU, the previous MOU, and any future MOU's pertaining to this project and development.
- N. Part of the DEVELOPMENT must be commercial in nature.
- O. The CITY agrees to protect, defend, indemnify and hold harmless MCKEIRNAN and CHRISTENSEN and their joint owners, successors, and assigns from and against all claims, personal injuries, demands, liabilities, suits and causes of action of every kind and character, including reasonable expenses incurred by MCKEIRNAN and/or CHRISTENSEN and reasonable attorney's fees, , arising in connection or alleged connection with or to have arisen out of or incidental to the construction of the Southwest Wastewater Trunkline project, regardless of whether such claims or actions are founded in whole or in part upon the alleged negligence of the CITY, it's representatives or their employees, agents, invitees or licensees thereof. The CITY specifically assumes all potential liability for actions brought by employees of the CITY and, solely for the purpose of enforcing the defense and indemnification obligations set forth herein, the CITY specifically waives an immunity granted under the State industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the parties. The PARTIES recognize and agree that property and City infrastructure development is a financial risk, and no Party is entitled to recover direct or indirect loss of any future income or revenue of any kind whatsoever regardless of the cause in connection with this Project.

Section 4. Integrated Development Agreement – Amendment(s)/Addendum

- A. This Memorandum of Understanding (MOU) and any future Memorandums of Understanding (MOU) between the PARTIES hereafter attached and incorporated herein, constitutes the entire development agreement between the PARTIES, which shall not be amended except in writing signed by all PARTIES.

- B. The PARTIES agree that any and all land use development on the land contemplated by this MOU, including the Trunk Line and Lift Station, will be done pursuant to all applicable development standards, including but not limited to the CITY's Comprehensive Plan and development Codes. Development standards include, but are not limited to permitted uses, impact fees, mitigation measures, densities etc.
- C. The PARTIES agree that the CITY has now and in the future, the authority to impose new and/or different regulations upon the PARTIES to the extent required by serious threat to public safety.

Section 5. General Provisions

- A. This Agreement shall be effective upon the date signed by the last party to execute the Agreement. This Agreement may be executed in counterpart.
- B. This and future Memorandums of Understanding can only be terminated by one of the PARTIES by notifying in writing the other PARTIES with at least sixty (60) business days' notice prior to termination unless alternate arrangements agreed upon to by both PARTIES. If any Party desires to modify or alter this MOU, said Party shall make such request in writing to all other PARTIES with at least sixty (60) business days prior to the date the requested change is desired to go into effect. All PARTIES shall reasonably negotiate any requested change and shall not unreasonably withhold agreement thereto.
- C. The venue for legal remedies to this agreement is WALLA WALLA COUNTY, WASHINGTON and the laws of Washington State shall apply.
- D. Should any part of this MOU be declared void, the remaining terms and conditions shall remain in full force and affect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Memorandum of Understanding as follows:

CITY OF COLLEGE PLACE
 DocuSigned by:
 By: Norma L. Hernandez
 Norma L. Hernández, Mayor

PROPERTY OWNERS
 By: _____
 Mike McKeirnan

ATTEST:
 DocuSigned by:
 By: Lisa R. Neissl
 Lisa R. Neissl, City Clerk

By: _____
 Craig Christensen

APPROVED AS TO FORM
 DocuSigned by:
 By: Rea Culwell
 Rea Culwell, City Attorney

Date: 11/25/2020