

A G E N D A

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, AUGUST 29, 2016

9:30

COUNTY COMMISSIONERS

Chairman Johnson

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. The Consent Agenda will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)

PLEASE NOTE: *If you wish to address the Commission, please raise your hand to be recognized by the Chair. When you have been recognized, please step up to the microphone and give your name and address before your comments. The Walla Walla County Commissioners are committed to maintaining a meeting atmosphere of mutual respect and speakers are encouraged to honor this principle. (An individual may request to address the board at a later time on the agenda, if time permits, by contacting the Clerk of the Board at least 24 hours prior to the meeting.) Thank you.*

e) **Action Agenda Items:**

- 1) Review submitted Employee
Payroll Action Forms

f) **Special Presentation:**

- 1) Resolution _____ - Proclamation
honoring the Sesquicentennial
(1866-2016) anniversary of the
Walla Walla Fair

g) **Consent Agenda Items:**

- 1) Resolution _____ - Minutes
of County Commissioners' proceedings
for August 22 and 23, 2016
- 2) County voucher/warrants/electronic
payments as follows: _____ through
_____ totaling \$ _____ (payroll
draws dated August 15, 2016); _____
through _____, totaling \$ _____
(August payroll); _____ through _____,
totaling \$ _____ (benefits and deductions)
4178122 through 4178123 totaling \$114,442.07
ER&R
- 3) Payroll action and other forms requiring
Board approval

COUNTY COMMISSIONERS (continued)

- h) Miscellaneous business to come before the Board
- i) Review reports and correspondence; hear committee and meeting reports
- j) Review of constituent concerns/possible updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A
PROCLAMATION HONORING
THE SESQUICENTENNIAL
ANNIVERSARY OF THE WALLA
WALLA FAIR (1866-2016)

RESOLUTION NO.

WHEREAS, Walla Walla Frontier Days is the oldest fair in the state of Washington; and

WHEREAS, this event, which since its beginning has been known by various names, was established in 1866 when the Walla Walla Agricultural Society staged a large agricultural and industrial exposition to showcase the valley's crops and the latest farming methods; and

WHEREAS, often referred to as "the Fair", the event has showcased the exhibition of flowers, livestock, fruits and vegetables, crafts, machinery, horse races, car races, rodeos, and carnivals, as well as hosting renowned entertainers plus commercial vendors in the many barns, buildings, lawns, stages, and arenas; and

WHEREAS, through the years untold numbers of youth involved in the 4-H and FFA (Future Farmers of America) programs have participated in the Fair as a stepping stone to becoming the next generation of our agricultural community, as well as Boy Scouts, Girl Scouts and members of many other organizations who have grown up participating in the Fair, learning and sharing along the way; and

WHEREAS, the remarkable legacy of the Fair would not have been possible without the dedication and commitment of the Fair's board members, managers and staff, elected officials, community leaders, businesses, sponsors, and most importantly, thousands of community volunteers who collectively have maintained a steadfast commitment to ensuring its success; and

WHEREAS, the sesquicentennial anniversary has been recognized in the United States Congressional Record, honored and recognized by the Washington State House of Representatives and acknowledged by the Washington State Governor; and

WHEREAS, although much has changed about the Fair over the past 150 years, its importance to communities throughout Southeastern Washington and Northeastern Oregon has remained constant and it is appropriate to recognize this milestone; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they sign a proclamation honoring the sesquicentennial anniversary of the Walla Walla Frontier Days, August 31-September 4, 2016.

"Passed this 29th day of August, 2016 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

James L. Duncan, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington

PROCLAMATION

WHEREAS, Walla Walla Frontier Days is the oldest fair in the state of Washington; and

WHEREAS, this event, which since its beginning has been known by various names, was established in 1866 when the Walla Walla Agricultural Society staged a large agricultural and industrial exposition to showcase the valley's crops and the latest farming methods; and

WHEREAS, often referred to as "the Fair", the event has showcased the exhibition of flowers, livestock, fruits and vegetables, crafts, machinery, horse races, car races, rodeos, and carnivals, as well as hosting renowned entertainers plus commercial vendors in the many barns, buildings, and arenas; and

WHEREAS, in addition, through the years untold numbers of youth involved in the 4-H and FFA (Future Farmers of America) programs have participated in the Fair as a stepping stone to becoming the next generation of our agricultural community, and Boy Scouts, Girl Scouts and members of many other organizations have grown up participating in the Fair, learning and sharing along the way; and

WHEREAS, in 1906 the historic Pavilion was erected as a fruit exhibit and concert hall, and was utilized during World War II to house German prisoners of war, then in 2006, the "Grand Old Lady", a well-recognized landmark, underwent renovations resulting in the magnificent building you see today; and

WHEREAS, the remarkable legacy of the Fair would not have been possible without the dedication and commitment of the Fair's board members, managers, and staff, elected officials, community leaders, businesses, sponsors, and most importantly, thousands of community volunteers who collectively have maintained a steadfast commitment to ensuring its success; and

WHEREAS, many happy memories have been made at the Fair through the years, and much one of a kind "Fair food" has been consumed, all while enjoying visiting with friends and looking at all the wonderful exhibits; and

WHEREAS, although much has changed about the Fair over the past 150 years, its importance to communities throughout Southeastern Washington and Northeastern Oregon has remained constant; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they honor

"150 YEARS OF HISTORY IN THE MAKING" – 1866 - 2016 WALLA WALLA FRONTIER DAYS

and encourage county citizens to join in celebrating the sesquicentennial anniversary of the oldest fair in the state of Washington, the Walla Walla Frontier Days, held over the Labor Day Week-end and this year running August 31 through September 4, 2016.

Dated this 29th day of August, 2016, at Walla Walla County, Washington.

**BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON**

James K. Johnson, Chairman

Perry L. Dozier, Commissioner

Attest:

Connie R. Vinti, Clerk of the Board

James L. Duncan, Commissioner

9:45

FACILITIES MAINTENANCE DEPARTMENT

Tom Byers

a) Action Agenda Items:

- 1) Proposal 2016 08-29 Maint
Approval of Service Agreement
between Walla Walla County
Facilities and Blue Mountain
Environmental & Consulting
Company, Inc. for Dixie Gun
Range, Dixie, WA

b) Department update and miscellaneous



Service Agreement

Parties: This Agreement made this 10th day of August, 2016, by and between

Walla Walla County Facilities

Tom Byers

317 W. Main St

Walla Walla, WA 99362

509-524-2606

TByers@co.walla-walla.wa.gov

subsequently referred to as "Client", and Blue Mountain Environmental & Consulting Company Inc., subsequently referred to as "BMEC or Consultant"

For and in consideration of the mutual promises and performances herein contained, the parties agree that BMEC shall provide consulting services to Client in accordance with the terms and conditions set forth below and the cited attachments to this agreement.

1. Term The term of this agreement shall commence on the day above stated and continue until the 31st day of September, 2016 or until sooner terminated either for the convenience of either party or for cause both as stated below in this agreement.

2. Project. Client hereby retains BMEC, Inc. to provide environmental consulting services in regard to:

Dixie Gun Range, Dixie, WA

which may be referred to hereinafter as the "project".

3. Scope of Work. The scope work to be provided by BMEC to Client under this agreement and for the project is defined and limited to the following:

Site Characterization: A site characterization will be performed to evaluate the soil at the site, which is a police rifle/pistol range that is intended to continue to be used as such. The site characterization will include 9 soil samples at various depths in the firing area to evaluate levels of PAHs associated with gunpowder. The study will analyze whether remediation is necessary at this time, as the site is expected to remain in use as a range. If remediation is not necessary, the study will determine what maintenance work can be done, and appropriate safety measures that are necessary when performing any maintenance work or training activities at the range. The site will be measured and test holes dug to determine the depth of soil to be remediated for bullets, if necessary, in the target area. A complete report discussing findings, including a site map, sample location map, laboratory analysis, and pictures will be provided. The report will provide

an estimated cost to do remediation and will estimate the amount of soil to be remediated and/or disposed of.

4. **Contract Documents.** The following documents, along with this agreement, are specified as the contract documents and further describe the scope and conditions of BMEC services hereunder (these may include, without limitation, the BMEC proposal for the project, confirmation letter, plans and work schedule):

No documents specified.

5. **Contract Price:** The Client agrees to compensate BMEC for its services—labor, costs and other project related charges—hereunder on a fixed price (or lump sum) basis where the contract documents are one hundred per cent known and complete upon the signing of this agreement.

On that basis, BMEC estimates that the contract price for those services will be:

\$3,375.00

The estimated contract price will not be exceeded without the authorization of the Client. This fixed price quotation is conditioned upon Client authorizing BMEC to proceed within 60 days of the date BMEC delivers its proposal to Client.

If project requirements or the encountering of subsurface or other latent conditions occurs such that the scope of services covered by this Agreement and the contract price should be revised, one or more written change orders or an additional Service Agreement may be executed accordingly to encompass them. Should the Client elect not to proceed further in such instance, Client shall compensate BMEC at the rate or rates indicated in the Fee Schedule (see Exhibit A) under this agreement for the services rendered to Client up to that point.

6. **Payment.** The terms of payment are due upon receipt of invoice.

BMEC may require additional outside resources from time to time to assist BMEC in carrying out its obligations under this agreement and to assist in the timely completion of the work. These resources may include but not be limited to document preparation, field assistance, and services provided by other specialized technical professionals. Any additional outside resource needs will be identified by BMEC to Client along with a time and cost estimate for approval. Additional outside resources approved by client and used by BMEC will be invoiced according to terms of the attached Fee Schedule.

A 1.5% finance charge will be added monthly to past due invoices. BMEC will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts.

Except as may be provided for in individual purchase orders, the invoice price will include all applicable federal, state and local taxes.

7. **Authorized Representative.** Client designates **Tom Byers** as Client's authorized representative to act in client's behalf with respect to the services to be performed by BMEC.

8. **Governing Law.** This Agreement is made under and shall be governed by and construed and enforced under the laws of the State of Washington with venue for any action hereunder to be exclusively in Walla Walla County, Washington.

9. Termination.

This AGREEMENT may be terminated by either party upon receipt of written notice for either convenience or for substantial or material failure to perform in accordance with terms of the AGREEMENT through no fault of the terminating party. Except for termination because of delinquency in payment for BMEC's services, termination will not be in effect unless: (i) a minimum of 7 calendar days notice of intent to terminate has been given, (ii) the notice specifies "for convenience" or the nature of the substantial or material failure, and (iii) the notified party has had an opportunity to discuss termination "for convenience" or cure the substantial failure before expiration of the necessary minimum 7 calendar days notice.

10 Force Majeure. Neither party to this AGREEMENT will be liable to the other party for inability to perform or delays in performing the services, nor for the direct or indirect cost resulting from such inability to perform or delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

11. Independent Contractor. BMEC is acting as an independent contractor in its capacity under this Agreement. Nothing contained in this agreement or in the relationship of Client and BMEC shall be deemed to constitute a partnership, joint venture, or any other relationship between Client and BMEC. BMEC's authority is limited to performing the services set forth here in accordance with the terms of this Agreement. BMEC does not have any authority to execute any contracts or agreements for or on behalf of Client, and is not granted any right or authority to assume or create any obligation or liability or make any representation, covenant, agreement or warranty, express or implied, on Client's behalf, or to bind Client in any manner whatsoever. Any consents, approvals or instruction which may be required of Client may only be given by Client's authorized representative, who, until written notice to the contrary, shall be **Tom Byers**.

The services performed by BMEC shall be completed in accordance with the requirements contained in this agreement.

12. Miscellaneous Provisions.

A. Total Agreement.

This Agreement contains the total agreement of the parties and may not be amended except in writing signed by the parties.

B. Confidentiality.

BMEC, its officers, agents and employees agree to perform the services specified in this agreement in a confidential manner and agree not to disclose any information or materials gathered pursuant to this agreement, or discuss same with anyone, without the prior written permission of Client; provided, however, that BMEC is authorized and permitted to disclose, where relevant, any such information or materials to any third parties who are required under the terms of this agreement or by law to be contacted by BMEC. The Final Report and any additional written reports prepared by BMEC shall be marked "Business

Confidential" and distribution of same by Investigator will be limited to those employees of Investigator conducting, reviewing and preparing such reports.

C. No Third-Party Beneficiary.

This Agreement is entered into for the exclusive benefit of the parties and the parties disclaim any intent to benefit anyone not a party.

D. Witness Fees.

Consultant's employees shall not be retained as expert witnesses except by separate, written agreement. Owner agrees to pay Consultant, pursuant to a reasonable fee schedule agreed upon by the parties, for any of Consultant's employees subpoenaed by any person or entity as an occurrence witness as a result of Consultant's work.

F. Mediation/Attorney's Fees. In the event a dispute between the parties, arising under or in relation to the performance or nonperformance of this agreement, the parties agree to submit that dispute to mediation promptly and prior to any court action. However, if mediation occurs and is unsuccessful and the dispute proceeds to litigation, the prevailing party shall be entitled to an award of attorneys fees and costs against the other.

It is so agreed,

Blue Mountain Environmental & Consulting Company, Inc.

By: Yancy Meyer
(Print or type name)

Title: AHERA Inspector

Date: August 19, 2016



(Signature)

Client:

By: _____
(Print or type name)

Fed. Tax ID# _____

(Signature)

10:00

JOINT FINANCIAL UPDATE

**Karen Martin and
Gordon Heimbigner**

- a) 2016 budget update**

10:15

COMMUNITY DEVELOPMENT DEPARTMENT

Tom Glover

a) **Public Hearing:**

- 1) To consider proposed amendment submitted by the Walla Walla County Community Development Department to remove any/all references to the Walla Walla Joint Community Development Agency in the County's nuisance code

b) **Action Agenda Items:**

- 1) Ordinance No. 452 – Approving a request by Walla Walla County to amend Walla Walla County Code Chapter 8.24, Debris and Excess Vegetation, to remove all references to the Walla Walla Joint Community Development Agency

c) Department update and miscellaneous

**BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON**

Draft

ORDINANCE NO. 452

APPROVING A REQUEST BY WALLA WALLA COUNTY TO AMEND WALLA WALLA COUNTY CODE CHAPTER 8.24, DEBRIS AND EXCESS VEGETATION, TO REMOVE ALL REFERENCES TO THE WALLA WALLA JOINT COMMUNITY DEVELOPMENT AGENCY.

WHEREAS, the Walla Walla County Community Development Department has proposed to amend Walla Walla County Code (WWCC) Section 8.24.020, Violation – Enforcement and penalty (Nuisance Code), per Docket No. ZCA16-009; and

WHEREAS, Article 11, section 11, of the Washington State Constitution provides that the County “may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws;” and

WHEREAS, RCW 36.32.120(10) authorizes the Board of County Commissioners, in their legislative capacity, to enumerate nuisances within the County;

WHEREAS, the Walla Walla County Board of Commissioners passed County Resolution 10-253 on October 4, 2010 and the Walla Walla City Council passed City Resolution 2010-71 on September 28, 2010 approving and authorizing an intergovernmental agreement creating the Walla Walla Joint Community Development Agency (WWJCDA), and the parties entered into such an intergovernmental agreement which, in part, combined County and City nuisance abatement, a/k/a code compliance, activities; and

WHEREAS, County Resolution Number 10-340A authorized the Director of the WWJCDA to fulfill the roles outlined in the Walla Walla County Code (WWCC) for the Director of the Community Development Department; and

WHEREAS, the Walla Walla County Board of Commissioners passed Ordinance 399 on October 17, 2011 which approved a request by the County to amend Chapter 8.24 of the County Code concerning debris and excess vegetation, and to consider land uses or conditions within the incorporated and unincorporated areas of the County that have been declared a nuisance by courts with jurisdiction to also be considered a violation of County Code, and to add references to the WWJCDA.

WHEREAS, the Board of County Commissioners de-designated the WWCJDA director via Resolution 14-289 on December 15, 2014. This resolution, effective on January 1, 2015, specified that the Community Development Department and Director would fill the roles in the code formerly held by the WWJCDA.

Draft

WHEREAS, the following findings of fact and conclusions of law are hereby made:

Findings of Fact:

1. On August 15, 2016 the Board of County Commissioners signed Resolution No. 16-224 setting the public hearing date to consider these amendments for August 29, 2016 at 10:15 a.m.
2. On August 15, 2016 a Notice of Public Hearing was posted to the Walla Walla County Community Development website.
3. On August 17, 2016 a Notice of Public Hearing was published in the Walla Union-Bulletin.
4. A public hearing was held on August 29, 2016.

Conclusions of Law:

1. The proposed amendment to WWCC Section 8.24.020 codifies the Walla Walla County Community Development Department's authority to enforce the provisions of Chapter 8.24.
2. The proposed amendments to WWCC Chapter 8.24 are necessary to regulate public health, safety and welfare in Walla Walla County.

NOW THEREFORE,

BE IT ORDAINED, by the Walla Walla County Board of County Commissioners that:

Section 1. Amendment of Walla Walla County Code Sections 8.24.020. Chapter 8.24 of the Walla Walla County Code is amended as shown on Exhibit A.

Section 2. Effective Date. This ordinance is effective as of the date of signing.

Section 3. Savings and Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 4. Publication. This ordinance will be published by an approved summary consisting of the title.

PASSED by the Walla Walla County Board of County Commissioners in regular session at Walla Walla, Washington, then signed by its membership and attested by its Clerk in authorization of such passage this _____ day of _____, 2016.

Draft

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

James L. Duncan, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

Approved as to form

Jesse D. Nolte, Deputy Prosecuting Attorney

Exhibit A

Draft

8.24.020 - Violation—Enforcement and penalty.

- A. If the violation of Section 8.24.010 constitutes a fire hazard as declared by the county fire marshal or a fire district chief or is injurious to the public health, such violation shall constitute a misdemeanor and shall be punishable as specified in RCW 9A.20.021. Each day a violation exists may constitute a separate violation.
- B. Any violation of Section 8.24.010 not constituting a violation of subsection A of this section shall constitute a civil infraction punishable by the following fines:

First offense	\$ 75.00
Each subsequent offense	\$250.00

Notices of civil infraction may be issued by the Walla Walla County sheriff, the public health administrator or designee, the director of the Walla Walla ~~Joint Community Development Agency~~ County Community Development Department, or designee, or the Walla Walla County prosecuting attorney. Each day a violation exists may constitute a separate violation.

- C. In addition to or in lieu of the penalties listed above, the Walla Walla ~~Joint Community Development Agency~~ County Community Development Department may, at its discretion, enforce the provisions of this chapter utilizing the procedures set forth in WWCC Chapter 14.13 for repeat or large-scale violators. The failure to obey a notice of violation and order shall continue to constitute a gross misdemeanor pursuant to WWCC Section 14.13.100.

10:30

PUBLIC WORKS DEPARTMENT

Randy Glaeser

a) Public Hearing:

- 1) To consider adopting the Annual Construction Program for 2017

b) Action Agenda Items:

- 1) Resolution _____ - Adopting the Annual Construction Program for 2017
- 2) Resolution _____ - Rejecting the bids received for the Dodd Road project

c) Consent Agenda Items:

- 1) Resolution _____ - Use of County roads for Providence St. Mary Regional Cancer Center Gran Fondo Bicycling Event

d) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF ADOPTING
THE ANNUAL CONSTRUCTION
PROGRAM FOR 2017

}

RESOLUTION NO.

WHEREAS, a hearing to considered adopting the Walla Walla County Annual Construction Program for 2017 was held at 10:30 AM on August 29, 2016 at the Walla Walla County Commissioners' Chambers, County Public Health and Legislative Building, located at 314 West Main Street, Walla Walla, Washington, now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the attached Walla Walla County Annual Construction Program for 2017 including equipment purchases be adopted.

Passed this 29th day of **August, 2016** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

James L. Duncan, Commissioner, District 3

*Constituting the Board of County Commissioners
of Walla Walla County, Washington*

ER&R EQUIPMENT PURCHASES 2017

<i>Equipment</i>	<i>Cost</i>
Mower	8,500
Grader	340,000
Loader	175,000
Oil Distributor	260,000
Pickups (3)	100,000
Survey UAV	15,000
Sheriff Patrol Cars (3)	150,000
Court Services Car	35,000
Health Department Car	25,000
Total	1,108,500.00

ANNUAL CONSTRUCTION PROGRAM FOR 2017

TOTAL \$\$\$

\$9,482,000

\$1,275,345

\$100,000

AGENCY ACTION: COUNTY >> Walla Walla

DATE RECOMMENDED PROG. SUBMITTED 8/29/2016

DATE OF ENVIRONMENTAL ASSESSMENT 8/29/2016

DATE OF FINAL ADOPTION

ORDINANCE/RESOLUTION NO.

DATE OF AMENDMENT

(A) TOTAL CONSTRUCTION PROGRAM - columns (14)+(15)

(B) PUBLISHED COUNTY FORCES LIMIT (see instructions)

(C) TOTAL COUNTY FORCES CONST PROGRAM-column (15)

** Line (B) must be smaller than Line (A) **

(1) ITEM NUMBER	(2) ROAD PROGRAM ITEM NO.	(3) ROAD LOG NO.	(4) ROAD/PROJECT NAME AND LOCATION (Include brief termini description or MP's; Bridge #)	(5) PROJECT LENGTH (Miles)	(6) FUNCTIONAL CLASS	(7) PROJECT TYPE(S)	(8) ENVIRONMENTAL ASSESSMENT	(9) SOURCES OF FUNDS			(11) PROGRAM SOURCE	(12) PRELIM. & CONST. ENGRNG \$95,110 \$1,234,567	(13) RIGHT OF WAY \$95,20 \$1,234,567	(14) CONSTRUCTION		(15) COUNTY FORCES \$1,234,567	(16) GRAND TOTAL ALL 995.
								(9) COUNTY FUNDS \$1,234,567	(10) OTHER FUNDS AMOUNT \$1,234,567					(14) CONTRACT \$1,234,567			
									COUNTY FUNDS	AMOUNT							
01		96230	MIDDLE WAITSBURG ROAD MP 3.0 TO MP 3.2	0.20	08	RC, HMA	-	5,000		HSIP	5,000						5,000
02		97330	MILL CREEK ROAD MP 3.96 TO MP 4.36	0.40	07	RC, HMA	-	5,000		HSIP	5,000						5,000
03		97070	FOSTER ROAD MP 0.85 TO MP 1.90	1.05	07	NA, RC, HMA	-	5,000		HSIP	5,000						5,000
04		15700	SUNSET DRIVE W. MP 0.65 TO MP 0.75	0.10	17	DR	-	5,000		COUNTY	5,000						5,000
05		18890	LAKEVIEW DRIVE MP 0.00 TO MP 0.30	0.30	17	DR	-	5,000		COUNTY	5,000						5,000
06		13000	DODD ROAD MP 0.00 TO 6.34	6.34	07	3R	-	5,000		COUNTY	5,000						5,000
07		10100	PORT KELLEY ROAD MP 0.00 TO MP 0.17	0.17	09	RC, HMA	-	5,000		COUNTY	5,000						5,000
09	1	97330	MILL CREEK ROAD MP 8.00 TO MP 9.40	1.40	07	NA, RC, FA,	-	150,000	5,250,000	FH/COUNTY	370,000	150,000	4,880,000				5,400,000
10	2	97330	BLUE CREEK BR. ON MILL CREEK ROAD MP 5.8 TO MP 6.5	0.70	07	NA, RC, FA,	-	1,900,000	1,715,000	STP(BR)	130,000		3,485,000				3,615,000
11	3	14010	SECOND AVENUE (B) MP 0.61 MP 0.77	0.16	16	RC, HMA	-	100,000	657,000	PORT OF WW	100,000		657,000				757,000
12	4	97330	MILL CREEK ROAD AT 5 MILE ROAD MP 1.10 TO MP 1.96	0.86	07	NA, RC, HMA	-	47,000	168,000	STP/RAP	25,000	190,000					215,000
13	5	97330	MILL CREEK ROAD MP 1.96 TO MP 3.96	2.00	07	NA, RC, HMA	-	187,000	44,000	STP/RAP	21,000	210,000	200,000	100,000			335,000
14	6	33990	PEMBERTON BRIDGE ON BARNEY ROAD MP 2.2 TO MP 2.4	0.20	08	NA, RC, HMA	-	335,000	150,000	COUNTY	30,000	5,000	200,000				200,000
15	7	55700	ABBOTT ROAD MP 0.40 TO MP 0.50	0.10	16	BR, RC	-	50,000		COUNTY/SW	20,000	10,000	160,000				35,000
16	8	75500	PFLUGRAD BRIDGE ON BISCUIT RIDGE ROAD		07	BR, RC	-	35,000		COUNTY	20,000	20,000					65,000
17	9	14280	HUMORIST ROAD MP 0.19 TO MP 0.89	0.70	16	RC, HMA	-		65,000	COUNTY/SW	45,000	20,000					35,000
18	10	14150	FOURTH AVENUE (B) MP 0.00 TO MP 0.26	0.26	17	RC, DR	-		35,000	COUNTY/SW	25,000	10,000					10,000
19	11	14210	COLUMBIA SCHOOL ROAD MP 0.00 TO MP 0.17	0.17	19	RC, DR	-		10,000	COUNTY/SW	10,000						70,000
20	12	92220	WHITMAN DRIVE W MP 1.01 TO MP 3.10	2.09	08	RC, HMA, P&T	-	70,000		COUNTY	45,000	25,000					50,000
21	13	93570	MARBACH CORNER BRIDGE MP 1.60 TO MP 2.50	0.90	08	RC, BR	-	50,000		COUNTY	50,000	80,000					105,000
22	14	95800	BERNEY DR. MP 0.0 TO MP 0.75	0.75	17	RC, BR, HMA	-	105,000		COUNTY	25,000						
PAGE / PROGRAM TOTALS, CONSTRUCTION													0	961,000	715,000	100,000	11,158,000

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF REJECTING
BIDS FOR THE DODD ROAD
PROJECT

RESOLUTION NO.

WHEREAS, as advertised, a bid opening was held on August 22, 2016 for the Dodd Road Project, and the following bids were opened and read publicly:

- | | |
|---|------------------|
| 1) Central Washington Asphalt, Inc.
Milton-Freewater, OR | \$1,068,666.50 |
| 2) Granite Construction Company
Pasco, WA | \$1,118,375.15 |
| 3) Inland Asphalt, Inc.
Richland, WA | \$1,134,626.55 * |

*Note: Bid amount read at bid opening was \$963,902.55; however, that bid contained mathematical errors.

and

WHEREAS, all bids exceeded the Engineer's Estimate; and

WHEREAS, the Board of Walla Walla County Commissioners reserves the right to accept or reject any or all bids submitted, republish the call for bids, revise or cancel the work, or require the work to be completed in another way if the best interest of Walla Walla County is served;

WHEREAS, the County engineer recommends rejecting all bids for Dodd Road Project, proceeding with completing a portion of the project using local agency forces and revising the project to be re-bid in 2017; now therefore

BE IT HEREBY RESOLVED the Board of County Commissioners concurs with the County Engineers recommendation as referenced above and shall approve same.

Passed this 29th day of **August, 2016** by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

James L. Duncan, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF USE OF
COUNTY ROADS FOR THE
PROVIDENCE ST. MARY REGIONAL
CANCER CENTER GRAN FONDO

RESOLUTION NO.

WHEREAS, the Providence St. Mary Regional Cancer Center has requested permission to use Walla Walla County roads for the purpose of a fund raising event for the Providence St. Mary Regional Cancer Center; and

WHEREAS, said event will be held on Saturday, September 24, 2016, between the hours of 7:30 am and 2:30 pm; and

WHEREAS, said event will consist of 35-mile and 62-mile bicycle courses; and

WHEREAS, the event organizers have agreed to notify emergency services prior to the event for the necessary safety and emergency services information; and

WHEREAS, the event organizers have provided a certificate of insurance naming Walla Walla County as additional insured and have agreed to include Walla Walla County in their registration/release waiver; and,

WHEREAS, the event organizers shall provide a news release to the local newspapers announcing the event date; now therefore

BE IT HEREBY RESOLVED, by this Board of Walla Walla County Commissioners, that permission be granted to the Providence St. Mary Regional Cancer Center to use the County roads as shown in attachment "A" on Saturday, September 24, 2016.

Passed this 29th day of August, 2016 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Perry L. Dozier, Commissioner, District 2

James L. Duncan, Commissioner, District 3

Constituting the Board of County Commissioners
of Walla Walla County, Washington

Attachment "A" Roads

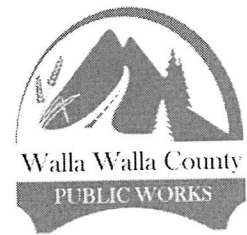
35 Mile Ride

Berney Drive
Russell Creek Road
Depping Road
Reser Road
Cottonwood Road
Powerline Road
Stateline Road
Valley Chapel Road
Frog Hollow Road
Mojonnier Road
Bussell Road
Old Milton Highway
Plaza Way
Prospect Avenue

62 Mile Ride

East Isaacs Avenue
Mill Creek Road
Five Mile Road
Russell Creek Road
Depping Road
Reser Road
Cottonwood Road
Powerline Road
Stateline Road
Fredrickson Road
Frog Hollow Road
McDonald Road
Detour Road
Forest Road
Stovall Road
Last Chance Road
Frog Hollow Road
Locher Road
Stateline Road

**Walla Walla County Public Works
PO Box 813
Walla Walla, WA 99362**



To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 24 August 2016

Re: Director's Report for the Week of 22 August 2016

Board Action: 29 August 2016

Hearings:

In the Matter of the Annual Construction Program for 2017

Resolutions:

In the Matter of Adopting the Annual Construction Program for 2017

In the Matter of Use of County Roads for the Providence St. Mary Regional Cancer Center Gran Fond Bicycling Event

In the Matter of Rejecting a Bid Award for the Dodd Road Project

ENGINEERING:

- Waitsburg at Chase and Mill Creek Road Safety Projects (Tied bid): Transitions on both projects to be fixed.
- Mill Creek FH: Right-of-way acquisition continues.
- Mill Creek Road MP 1.1 to MP 3.96: Working on Project funding estimate (PFE).
- Blue Creek Bridge: Design completed. Drafting continues.
- Foster Road Safety Project: First working day is 23 August.
- Sunset Drive West and Lakeview Drive: In design.
- Dodd Road: Recommend rejecting bids.
- Port Kelley: Advertising as small works project. Bid opening is 6 September.

MAINTENANCE:

- Anderson Perry is working on Task Order for pipe inspection and survey work in the Mill Creek Channel.
- Attended Lower Mill Creek Habitat and Passage Assessment Draft Document Review Stakeholder Meeting – input was provided relative to maintenance logistics for CTUIR's preferred option.
- Crews conducting routine maintenance.

ADMINISTRATION:

- Attended travel policy meeting.

10:45

PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

- a)** Miscellaneous business for the Board
- b)** Possible executive session re:
litigation or pending or potential
litigation (pursuant to RCW 42.30.110(i))

11:00

COUNTY COMMISSIONERS

a) **Public Hearing:**

- 1) To consider continuing the imposition of a one-tenth of one percent sales and use tax for the purpose of providing new or expanded chemical dependency or mental health treatment as allowed pursuant to RCW 82.41.460 (Walla Walla County Code Chapter 3.24)

- b) Discussion and possible action/direction from the Board regarding above

11:30

COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business to come before the Board

12:00

RECESS

1:30

COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business to come before the Board

- A D J O U R N -

Walla Walla County is ADA compliant. Please contact TTY: (800) 833-6384 or 7-1-1 or the Commissioners' Office at 509/524-2505 three (3) days in advance if you need any language, hearing, or physical accommodation.

Please note that the agenda is tentative only. The Board may add, delete, or postpone items and may take action on an item not on the agenda.