

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, SEPTEMBER 23, 2019

(PLEASE NOTE SLIGHTLY EARLIER START TIME THIS DATE)

9:15 COUNTY COMMISSIONERS

Chairman Kimball

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) Review warrant list

The county commissioners will take this time (at 9:15 a.m.) to review the list of warrants for approval under the consent agenda. This review time is open to the public. No other business will be transacted until the regular meeting start time of 9:30 a.m.

RECESS.

9:30 COUNTY COMMISSIONERS

- a) Declarations re: conflict of interest
- b) Pledge of Allegiance
- c) 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.*

- d) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
- e) **Public Hearing:**
 - 1) To consider amendments to the 2019 Walla Walla County Budget
- f) **Action Agenda Items:**
 - 1) Resolution _____ - Amendments to the 2019 Walla Walla County Budget
- g) **Consent Agenda Items:**
 - 1) Resolution _____ - Minutes of County Commissioners' sessions of September 9 and 10, 2019

COUNTY COMMISSIONERS (Continued)

g) Consent Agenda Items (continued):

- 2) Resolution _____ - Modification #3 to the Interlocal Agreement for the Continued Coordination of Regional Pollution Prevention and Waste Prevention Programs between the City of Walla Walla and Walla Walla County
- 3) Resolution _____ - Meeting to consider lease of County property
- 4) Resolution _____ - Setting hearing to hear petition for formation of two irrigation districts in Walla Walla County
- 5) Resolution _____ - Proclaiming October, 2019 as Resilience Awareness Month
- 6) Payroll action and other forms requiring Board approval

h) Action Agenda items:

- 1) County vouchers/warrants/electronic payments as follows: 4212385 through 4212637 totaling \$3,989,505.44 and 4212037 totaling \$24,337.69 (draw taxes) and 4212039 through 4212041 totaling \$4,453.10 (special run)
- i) Miscellaneous business to come before the Board
 - j) Review reports and correspondence; hear committee and meeting reports
 - k) Review of constituent concerns/possible updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF MODIFICATION
#3 TO THE INTERLOCAL
AGREEMENT FOR THE CONTINUED
COORDINATION OF REGIONAL
POLLUTION PREVENTION AND
WASTE PREVENTION PROGRAMS
BETWEEN THE CITY OF WALLA
WALLA AND WALLA WALLA
COUNTY

RESOLUTION NO.

WHEREAS, RCW Chapter 39.34 authorizes local governmental units to enter into agreements; and

WHEREAS, pursuant to Walla Walla County Resolution 15 312, Walla Walla County and the City of Walla Walla entered into an Interlocal Agreement (Modification #2) for the Continued Coordination of Regional Pollution Prevention and Waste Prevention Programs Between the City of Walla Walla and Walla Walla County regarding the continued implementation of the 1994 Walla Walla County Solid Waste Management Plan and the Walla Walla and Columbia Counties Moderate Risk Waste Management Plan, and various related local and regional pollution prevention and waste prevention programs; and

WHEREAS, Modification #3 has been executed by the City of Walla Walla and presented to Walla Walla County, setting out the terms authorizing the City to act upon the County's behalf to implement and update the Walla Walla County Comprehensive Solid Waste Management Plan, administer grant funding, and continue regional cooperative efforts to implement pollution and waste prevention programs; and

WHEREAS, the County Prosecuting Attorney has reviewed the referenced document; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and the chair of the board shall sign said Modification #3 to the Interlocal Agreement for the Continued Coordination of Regional Pollution Prevention and Waste Prevention Programs Between the City of Walla Walla and Walla Walla County.

"Passed this 23rd day of September, 2019 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Chairman, District 2

James K. Johnson, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

**MODIFICATION #3 TO THE
INTERLOCAL AGREEMENT
FOR THE CONTINUED COORDINATION OF
REGIONAL POLLUTION PREVENTION
AND WASTE PREVENTION PROGRAMS**

between

**THE CITY OF WALLA WALLA,
AND WALLA WALLA COUNTY**

THIS AGREEMENT made and entered into, by and between the CITY OF WALLA WALLA, a Municipal Corporation of the State of Washington, hereinafter referred to as “City,” and the COUNTY OF WALLA WALLA, a Municipal Corporation of the State of Washington, hereinafter referred to as “Walla Walla County,”

WITNESSETH:

WHEREAS, the City, and Walla Walla County are municipal entities operating, respectively, under Title 36 Revised Code of Washington (RCW) and Title 35A RCW and as such are authorized to enter into interlocal agreements as set forth in Chapter 39.34 RCW, and

WHEREAS, the City and Walla Walla County desire to enter into an agreement to provide for the continued implementation of the *Walla Walla County Comprehensive Solid Waste Management Plan and*.

WHEREAS, Sudbury Road Landfill tipping fees have been used in the past and will be used to provide a portion of the local funding source for Walla Walla County’s regional pollution and waste prevention programs, and

WHEREAS, the parties have agreed on the respective obligation of each party,

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** The term of this agreement shall constitute the period of time that is required to administer certain Department of Ecology Local Solid Waste Financial Assistance Grant contracts for Walla Walla County, beginning *January 1, 2020*, and terminating June 30, 2025. An additional five (5) year extension is authorized if mutually agreed by all parties and the Washington State Department of Ecology.

2. PURPOSE: The purpose of this agreement is to authorize the City to act on the County's behalf in order to implement and update the *Walla Walla County Comprehensive Solid Waste Management Plan*; to continue to seek, receive and administer grant funding from the State of Washington supported by local matching funds; and continue regional cooperative efforts to implement pollution and waste prevention programs.
3. DUTIES OF THE CITY OF WALLA WALLA: The City agrees to:
 - A. Act as the lead agency and fiscal agent to accomplish and coordinate the tasks needed to fulfill the goals set forth in the PURPOSE written above, working with all local governmental jurisdictions throughout Walla Walla County. This includes, but is not limited to:
 - 1) Providing technical leadership in pollution prevention, waste reduction, and resource conservation.
 - 2) Coordinating the Walla Walla County Solid Waste Advisory Committee meetings and activities.
 - 3) Coordinating any future update of the *Walla Walla County Comprehensive Solid Waste Management Plan* and forwarding such update to the Board of County Commissioners for review and adoption.
 - 4) Coordinating public education efforts to satisfy implementation strategies outlined in the *Walla Walla County Comprehensive Solid Waste Management Plan*.
 - 5) Applying for, receiving and administering Solid Waste Implementation grants from the Department of Ecology's Grants program such as the Local Solid Waste Financial Assistance Grant and Waste to Resources Waste Reduction and Recycling Education funding to provide services identified in the PURPOSE.
 - B. Continue to administer programs and activities including but not limited to those identified in Appendix A of this agreement which are elements of the Solid Waste Implementation grant program.
 - C. Maintain and operate the Sudbury Landfill Household Hazardous Waste Collection Facility and provide other opportunities, as funds are provided, for other household hazardous waste collection service in the County.
 - D. The City will directly fund the applicable required local portion as outlined in the grants subject to budget authorization.
 - E. Provide technical expertise and leadership in the collection of household hazardous waste and other moderate risk waste collection.
 - F. Maintain records covered by this agreement in accordance with grant requirements.
 - G. Coordinate with the Solid Waste Advisory Committee, the County, and jurisdictional planning partners to assure that waste management needs of the County are being considered when applying for Solid Waste Implementation grants in support of the Solid Waste Management Plan goals and objectives.

4. DUTIES OF WALLA WALLA COUNTY: The County agrees to:
- A. Coordinate and cooperate with the City of Walla Walla regarding the various purposes set forth in the PURPOSE above.
 - B. Cooperate with all local government jurisdictions within the county in support of the PURPOSE set forth in Section 2 above.
 - C. Appoint members to the Solid Waste Advisory Committee pursuant to RCW 70.95.165.
 - 1. Membership on the Solid Waste Advisory Committee shall consist of a minimum of nine members and shall represent, but not be limited to, citizens, public interest groups, business, the waste management industry, and local elected public officials.
 - 2. The current membership roster is to be kept by the Clerk of the Board of County Commissioners.
 - D. Identify and provide matching funds as identified and required by the Solid Waste Implementation grants where applicable to identified tasks/projects.
 - E. Maintain past grant records according to state and grant requirements.
 - F. Review and adopt any future updates to the Walla Walla County Comprehensive Solid Waste Management Plan and coordinate with the City to submit any approved plan to the Department of Ecology for review.
5. TERMINATION: This agreement shall terminate on June 30, 2025, unless otherwise extended upon mutual agreement of the parties and the Department of Ecology.
6. TERMINATION BY EITHER PARTY: Either party may terminate this agreement by passage of a resolution of its legislative body. Such termination shall be effective no earlier than one year after the date of such a resolution, unless the parties agree to an earlier date.
7. MODIFICATION: This agreement may be modified only by mutual, written agreement of the parties.

DATED this _____ day of _____ 2019.

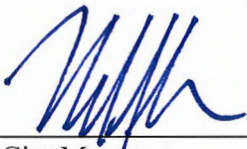
WALLA WALLA COUNTY

By _____
Chairman, Board of County Commissioners

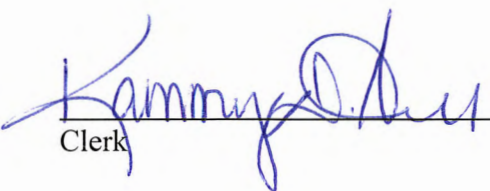
ATTEST:

Clerk – Walla Walla County

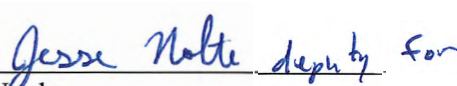
CITY OF WALLA WALLA

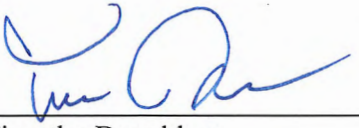
By  _____
City Manager

Attest:

 _____
Clerk

Approved as to Form:

 _____
Jim Nagle
Walla Walla County Prosecuting Attorney

 _____
Timothy Donaldson
City of Walla Walla Attorney

APPENDIX A. List of potential program elements under the Solid Waste Implementation grant:

- Household Hazardous Waste Collection Facility at Sudbury Landfill
- Periodic Household Hazardous Waste Collection at: Burbank, Prescott, and Waitsburg (Depending on available funding).
- Participation in Community Events to promote HHW, home composting and other Solid Waste Best Management Practices.
- School education materials delivery and presentation (Depending on available funding).
- Promotion of electronics collection.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A MEETING
TO CONSIDER LEASE OF
COUNTY PROPERTY

RESOLUTION NO. **19**

WHEREAS, pursuant to RCW 36.34, application to continue to lease county property has been made by Two Rivers Riding Club to the Board of County Commissioners of Walla Walla County, Washington, said application accompanied by a cash deposit as required by RCW 36.34.150; and

WHEREAS, said county property is identified as portion of county parcel no. 300813110002, generally located at 1500 Hanson Loop Road, Walla Walla County; and

WHEREAS, the Board of County Commissioners deem it desirable to lease said property; and

WHEREAS, RCW 36.34.160 requires notice of the county's intention to make such a lease to be published and a date and time set for the purpose of considering leasing said property; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that a meeting to consider the lease of said property shall be set for Monday, October 14 at the hour of 11:15 a.m. in Commissioners' Chambers, County Public Health and Legislative Building, 314 West Main, Walla Walla, Washington.

BE IT FURTHER RESOLVED that the Clerk of the Board of Walla Walla County Commissioners shall give notice of said meeting and description of the property proposed to be leased, in the manner prescribed by law.

Passed this 23rd day of September, 2019 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Chairman, District 2

James K. Johnson, Commissioner, District 1

Gregory A. Tompkins, 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 SETTING
HEARING TO HEAR PETITION FOR
FORMATION OF TWO IRRIGATION
DISTRICTS IN WALLA WALLA
COUNTY**

RESOLUTION NO. 19

WHEREAS, pursuant to RCW 87.03.020, persons interested in organizing two irrigation districts, proposed to be known as the Walkley Irrigation District and Smith Irrigation District and to be located solely within Walla Walla County, Washington, have filed petitions with the Board of County Commissioners of Walla Walla County pursuant to statute; and

WHEREAS, petitioners have described the location and boundaries of the proposed Walkley Irrigation District to include approximately 5,120 acres involving portions of the following described lands: Sections 3, 9, 10, 14, 15, 21, 22, 26, 27 and 28, all in Township 9 North, Range 32 East of the Willamette Meridian, Walla Walla County, Washington; and

WHEREAS, petitioners have described the location and boundaries of the proposed Smith Irrigation District to include approximately 2,400 acres involving portions of the following described lands: Sections 33, 34, 35, and the SE ¼ of 26 within Township 9N, Range 32 E.W.M. together with the N ½ of Section 2 in Township 8N, R32 E.W.M., All in Walla Walla County, Washington; and

WHEREAS, said petition contained the required information as outlined in RCW 87.03.020 (1) through (6); now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they shall set a public hearing to consider said petition and take public comment and testimony regarding the formation of the proposed districts, said hearing to be held on October 28, 2019 at the hour of 1:30 p.m., or as close thereto as possible, in the commissioners' chambers, Walla Walla County Public Health and Legislative Building, 314 West Main, Walla Walla.

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby instructed to proceed with advertising and notification as prescribed.

Passed this 23rd day of September, 2019 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Chairman, District 2

James K. Johnson, Commissioner, District 1

Gregory A. Tompkins, 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
PROCLAIMING OCTOBER,
2019 AS RESILIENCE
AWARENESS MONTH

RESOLUTION NO.

WHEREAS, the Children's Resilience Initiative™ (CRI) is working to increase the positive, resilience-building experiences in the lives of the children, parents and families in our community; and

WHEREAS, there is compelling scientific evidence of a correlation between negative childhood experiences, known as Adverse Childhood Experiences (ACEs), and the resulting behavioral and health problems over the lifespan when ACEs are unrecognized and unaddressed; and

WHEREAS the cumulative effects of such experiences over a lifespan, if ignored, are detrimental to individuals, families and communities; and

WHEREAS the *Community Resilience Initiative* of Walla Walla envisions a community where all young people thrive and all parents raise their children with consistency and nurturing to develop lasting resilience, with the goal of mobilizing the community through dialogue and action to radically reduce the number of ACEs while building individual and community resilience; and

WHEREAS, it is important to increase awareness of these efforts and to create a community conversant in resilience strategies benefitting all individuals and to integrate these principles into everyday work and practices; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby recognize the importance of work of the *Community Resilience Initiative* throughout Walla Walla County to create a community of hope and healing, and shall proclaim October, 2019 as Resilience Awareness Month in Walla Walla County.

"Passed this 23rd day of September, 2019 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent."

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Chairman, District 2

James K. Johnson, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

PROCLAMATION

WHEREAS, the Children's Resilience Initiative™ (CRI) is working to increase the positive, resilience-building experiences in the lives of the children, parents and families in our community; and

WHEREAS, there is compelling scientific evidence of a correlation between negative childhood experiences (known as Adverse Childhood Experiences [ACE]) and the resulting lifespan behavioral and health problems when ACEs are unrecognized and unaddressed; and

WHEREAS, the cumulative effects of such experiences over a lifespan, if ignored, are detrimental to individuals, families and communities; and the benefit of increasing social and emotional wellness by focusing on Resilience and creating a community aware of ACEs and Resilience; and

WHEREAS, the Community Resilience Initiative of Walla Walla envisions all young people thriving and all parents feeling safe and connected in raising their family within a community focused on building both individual and community resilience.

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby recognize the importance of the work of the Community Resilience Initiative throughout Walla Walla Valley to create a community of hope and healing, and shall proclaim October, 2019 as Resilience Awareness Month in Walla Walla County.

OCTOBER, 2019 as Resilience Awareness Month

in Walla Walla County, and ask all citizens to join in and support local efforts through the Community Resilience Initiative.

Dated this 23rd day of September, 2019, at Walla Walla County, Washington.

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

Todd L. Kimball, Chairman, District 2

Attest:

James K. Johnson, Commissioner, District 1

Diane L. Harris, Clerk of the Board

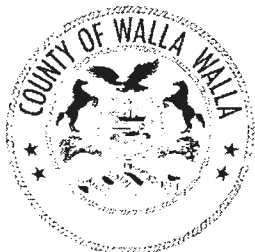
Gregory A. Tompkins, Commissioner, District 3

9:45

TECHNOLOGY SERVICES

Kevin Gutierrez

- a) Department update and miscellaneous



WALLA WALLA COUNTY
Technology Services Department

Kevin G. Gutierrez
Technology Services Director

315 W. Main Street, Rm 101 - Walla Walla, Washington 99362

(509) 524-2590
kgutierrez@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

Sept 23, 2019

To: Walla Walla County Board of Commissioners

Re: Department Update

Issues/Information for the Board.

N/A

Components (Main infrastructure)

Hardware

- No issues

Software

- No issues

Security/Viruses

- No issues

Other Projects

- **OnBase**
 - Problems on various levels.
 - Clerk – disconnects
 - Fixed – No disconnects in a few weeks
- **Issues with Community Development Support**
 - Update has been installed and is working
 - There is an outstanding issue with GIS update routine, but it seems be a local issue and not associated with the new update.
- **SQL Server licensing**
 - Rumor is that there is to be a price reduction in October. Plan is to update the serves using the “trial version” for 120 day then purchase at hopefully a cheaper rate.
 - Project is linked to the Community Development upgrade
 - Upgrade is done... hoping for rate decrease in October
- **Budget & Inventory**
 - Done with inventory.
 - Working with Sysaid on reporting issues so we can export and get projected costs inside the software.
 - Now have a sandbox (test site) set up so we can try to get reports
- **Cameras – District Court**
 - Ordered a new camera and more disk storage.
- **Contracts**
 - Right now, we do not comply with the IT portions of 3 of the state contracts
 - Talked with one of the contract people at the state

- They may be willing to address this at ACCIS
- Walla Walla County is not the only agency trying to deal with these. County's and cities are struggling.
- State seems to be off-loading liability to contractors (us)
- Sub-contractor requirements are a big part of the issue.
 - We would have to ensure that our contractors (sub-contractors) meet the security requirements of the contracts.
 - We would also have to enforce/administer/monitor for compliance.
 - Encryption is only part the problem. Also reaches into making sure that our contractors have certain data protection assessments done and reporting requirements that would be hard to administer.
 - What happens if the do not comply, or don't want to?
 - What happens if there is a breach? What are our risks/liabilities?
 - Example, Jail records stored at the city in New World
- **Social Media Backup Software**
 - Found one that I am particularly interested in. Has great search capabilities and is the most affordable. \$4,200 to install and \$640 per year.
- **Retention Training (email)**
 - September enrollment is low. 10
 - Will set up off-hours training for Sheriff Deputies in Oct
- **Public Record Requests Last 2 Weeks**
 - 3 = Requests received
 - 0 = Forwarded to departments
 - 3 = Completed
 - 0 = Pending review
 - 0 = Pending Closure
 - 0 = Litigation hold
 - 0 = Pending 3rd party notice
 - 5 = Open/Being handled by the PRO

Definitions

DMS – Document Management System (OnBase)

DAN - Disposition Authority Numbers (Secretary of State retention schedule)

JLARC=Joint Legislative Audit and Review Committee

ACCIS =Association of County, City Information Systems (managers)

API = Application Program Interface

CJIS = Criminal Justice System Information Systems

PRO=Public Records Officer

NDA=Non-disclosure agreement

EOL=End of Life

WiFi=Wireless network connectivity (Wireless Fidelity)

FTP = File Transfer Protocol (file transfer server)

ADA=Americans with Disabilities Act

DOMAIN = A group of computers administered or managed with the same rules and policies and with a common IP range.

IP address = Internet protocol address. A unique string of numbers assigned to each computer to allow communications over network or domain.

10:00

COUNTY CORRECTIONS DEPARTMENT

Norrie Gregoire

a) **Action Agenda Items:**

- 1) Proposal 2019 09-23 CORR - Bid award for Corrections Department Jail Booking Bullpen Partition project

b) **Consent Agenda Items:**

- 1) Resolution _____ - Approving an agreement between Jennifer Lingo and Walla Walla County Juvenile Justice Center to provide Yoga classes to identified youth

c) Department update and miscellaneous



MEMO

Date: September 19, 2019

Proposal ID. 2019 09-23 CORR

To: BOCC

From: Norrie Gregoire, Director of Corrections

Intent – Decision and Request for Authority for Director to Sign All Related Documents and Agreements

Topic – Approval of quote award for fabrication and installation to Acufab Mfg, Inc., for Jail Booking Bullpen Partition Project at the Walla Walla County Jail, 300 W. Alder St., Walla Walla, Washington.

Summary

Fabrication and installation of two (2) high security partitions to create a two-section “bullpen” area in the Booking/Reception Area of the Walla Walla County Jail. Partitions shall be constructed from 3/8” by 3” flat bar across the top, bottom and midpoint between floor and ceiling, with 3/4” round bar for vertical bars, four-inch on center. Partitions shall be secured to existing cinder block walls in a manner consistent with institutional/correctional facility methods such as concrete bolts installed with roto-hammer drill. The larger partition shall be 11’11” long; the smaller partition shall attach at a perpendicular angle to the larger section and shall be 66” long; the longer partition shall have a high security door connecting the two bullpen sections. Partitions shall be fabricated each with a high security correctional door; all three (3) doors shall be fabricated for installation of Southern Folger 70 Series Deadlatch. For deadlatch dimensions and specifications, contractor should contact Southern Folger at 210-533-1231. The two (2) entry doors leading from the Booking Area to the bullpen sections shall include a tray pass/cuff port fabricated for installation of Southern Folger Number 17 Latch with Plate Food Pass Door (Southern Folger 17-4FPD) with Keeper/Pull (Southern Folger 17-4F) for surface mounting of lock.

Cost

Price to fabricate and install the partitions:	\$14,996.11
Building Permit:	200.00
Plan Fees:	0.00
Affidavit of Prevailing Wage Payment:	136.00
Sub-total:	\$15,332.11
Sales tax (8.9%)	1,364.56
Total Cost this Quote:	\$16,696.67

Project Time Schedule

Director of Corrections recommends that this project proceed as soon as necessary agreements and contracts are approved and signed. Fabrication of partition sections will take several weeks and installation a day or two. Locks and cuff port/tray passes will take several weeks to receive from manufacturer.

Funding

Director of Corrections requests that Law and Justice Building Fund finance the fabrication and installation (\$16,696.67) quoted in this project. Current expense funds in Corrections budget will be used to purchase locks and cuff port/tray passes.

Conclusion/Recommendation

Walla Walla County Jail currently has four (4) temporary Holding/Reception Cells located on the first floor of the Booking Area. When the jail was constructed and opened in 1982 with a design capacity of 42 inmates, four holding/reception cells were adequate. However, with an actual current capacity of up to 100 inmates, Jail Staff cannot adequately manage the flow of inmates being admitted. Staff frequently move newly admitted, just processed, inmates from Holding Cells up to 2nd Floor General Population units who might be more safely managed downstairs in Reception. Additionally, Holding Cells are prioritized for housing severely mentally ill inmates, extremely aggressive inmates, medically fragile and detoxing individuals, inmates suspected of holding contraband, and protective custody inmates. Currently, up to four inmates, some of whom we know little about because they have not yet undergone classification assignment, will be placed in a single holding cell. I have been advised that on a few occasions, eight inmates have been placed in a single Holding Cell.

The facility has a tight footprint which limits expansion options. Currently, the southeast corner of the Booking Area adjacent to the Sally Port offers an underutilized space next to the four holding cells. I recommend the SE corner be retrofitted with a partitioned bullpen with two (2) separated compartments. One partitioned section could hold up to 8-10 inmates temporarily, sleeping 4-6, while the second smaller partitioned area could hold up to four individuals temporarily, sleeping 1-2. Each would have its own locked door with lever tumbler mechanical locks keyed with prison paracentric keys. No electronic switch mechanisms would be installed. Current video surveillance, HVAC, and fire suppression sprinklers meet code requirements.

Director of Corrections recommends that the proposal for approval of quote award for fabrication and installation to Acufab Mfg, Inc., for the Jail Booking Bullpen Partition Project at the Walla Walla County Jail, be approved by BOCC and authorizes the Director of Corrections to sign all related documents and agreements for this project.

Respectfully Submitted By

Disposition

____ Approved

Norrie Gregoire Corrections 09/23/2019

____ Approved with modifications

Name Department Date

____ Needs follow up information

BOCC Chairman

Date

Additional Requirements to Proposal

____ Modification

____ Follow Up

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
AN AGREEMENT BETWEEN
JENNIFER LINGO AND WALLA
WALLA COUNTY JUVENILE
JUSTICE CENTER TO PROVIDE
YOGA CLASSES TO IDENTIFIED
YOUTH



RESOLUTION NO.

WHEREAS, Walla Walla County Juvenile Justice Center has offered an agreement to Jennifer Lingo to provide Yoga classes to identified Juvenile Justice Center youth; and

WHEREAS, said contract shall be effective upon the date of signing, and may be terminated by either party at any time; and

WHEREAS, the Walla Walla County Corrections Director has reviewed said Contract and recommends its approval, and the County Prosecuting Attorney's Office and County Human Resources/Risk Manager have reviewed said agreement; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign an Agreement for Yoga Classes Between Walla Walla County Juvenile Justice Center and Jennifer Lingo.

Passed this 23rd day of September, 2019 by Board members as follows: Present or Participating
via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Diane L. Harris, Clerk of the Board

Todd L. Kimball, Chairman, District 2

James K. Johnson, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

AGREEMENT NO. _____

Jen Lingo KY and M LLC, hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 8), Exhibit A (Scope of Work), and Exhibit B (Compensation & Fee Schedule), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 24th day of September, 2019, and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate December 31, 2022.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed the amount listed in Exhibit B (Compensation).

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 7, 13, 14, 19 and 22, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this September day of 2019.

CONTRACTOR:

Jen Lingo KY and M LLC

Signature

Mailing Address:
1421 S. 2nd St.
Dayton, WA 99328

Social Security
(retain at Auditor's office)
or

Business Tax ID
84-2876996

WALLA WALLA COUNTY:
Board of County Commissioners
By

Chairman

Commissioner

Commissioner

Approved as to Form Only:

Jesse Nette deputy
Prosecuting Attorney

GENERAL CONDITIONS

1. Scope of Contractor's Services:

The contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B". Where Exhibit "B" requires payments by County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B", by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the County, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B".

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Wage Standards:

Contractor agrees to comply with all laws pertaining to prevailing rates of wages if this agreement encompasses public works or is for public building service maintenance as defined by RCW 39.12.

5. Independent Contractor:

Contractor is and shall be at all times during the term of this Agreement an independent contractor. The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the contractor as an independent contractor. The County shall be neither liable nor obligated to pay Contractor sick leave, vacation pay, insurance, retirement or any other benefit of employment nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

9. Right to Review:

This contract may be subject to review by any federal or state auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County Agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination and shall make them available for such review within Walla Walla County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(S) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra

expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:

The Contractor will hold harmless, indemnify and defend the County from all claims, costs, damages or expenses including reasonable legal expenses arising out of the negligence or wrongful acts of the Contractor, its subcontractor, its successors or assigns, or its agents, servants, or employees. In the case of negligence of both County and Contractor any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its subcontractors, its officers, and its agents.

14. Industrial Insurance Waiver:

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

15. Venue and Choice of Law:

In the event that any litigation should arise concerning the enforcement, construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Walla Walla. This Agreement shall be governed by the laws of the State of Washington.

16. Withholding Payment:

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the County may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

17. Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

18. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

19. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the County.

20. Disputes:

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is

due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor Shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

21. Ownership if Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection performance of this Agreement shall be sole and absolute property of the County.

22. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of Walla Walla County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

23. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the Walla Walla County Board of Commissioners, 315 West Main, Walla Walla, WA 99362. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

24. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

25. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing,

signed by the parties hereto.

26. Survival:

The provisions of paragraphs, 5, 7, 9, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 25, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

27. Discrimination:

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

28. Personal Property Furnished by the County:

When the County provides personal property directly to the Contractor for use in performance of this agreement, it shall be returned to the County prior to final payment by the County. If said property is lost, stolen or damaged while in the Contractor's possession, the County shall be reimbursed in cash and by setoff by the Contractor for the fair market value of such property.

29. Conversions:

Regardless of the contract termination date shown on the cover sheet, the Contractor shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the County. Such approval may be conditioned upon payment to the County of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

30. Certification Regarding Debarment, Suspension, and Other Responsibility Matters:

By signing this agreement, Contractor ensures that they are in compliance with federal requirements for Debarment and Suspension. The Contractor may access the Excluded Parties List System at <http://www.epls.gov>. The Contractor is responsible for ensuring that any lower tier covered transaction includes a term or condition requiring compliance.

31. Insurance:

The Contractor shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the contract.

The Contractor shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense.

The Contractor shall have Professional Liability insurance in the following amounts:

\$1,000,000 Minimum, Each Occurrence
\$2,000,000 Minimum, Annual Aggregate

The County may in its sole discretion accept, in writing, Professional Liability policies issued on a "Claims-Made" basis. Each policy and all renewals must have a Retroactive Date of, or prior to, the effective date of this Agreement. For each "Claims-Made" policy accepted by the County, a Supplemental Extended Reporting Period (SERP) shall be purchased, at Provider's sole expense, with an extended reporting period of not less than three (3) years in the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or there is any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) policy during the term of this Agreement or thereafter. The Provider agrees Provider's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.

Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Contractor and returned to the County of Walla Walla Risk Manager. The County, its departments, elected and appointed officials, employees, agents and volunteers shall be named as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the Contractor and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

The Contractor shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the Risk Management Department, 314 W. Main Street, Room 216, Walla Walla, WA, 99362.

32. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

33. No Third Party Beneficiary: The parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. This Agreement is not entered into with the intent that it shall benefit any other entity or person(s) except those expressly described herein, and no other such entity or person(s) shall be entitled to be treated as a third party beneficiary to the agreement.

34. Background Checks:

The contractor, contractor's employees, any authorized subcontractors or subcontractor's employees must pass criminal background checks to the satisfaction of Walla County prior to beginning work. If background checks are not passed, the County may terminate this agreement.

Scope of Services

1. Jen Lingo KY and M LLC (Contractor) agrees to provide yoga classes to juveniles referred by the Juvenile Justice Center
2. Juvenile Justice Center will provide program space for Contractor to perform her duties as required by this contract.
3. Contractor will meet with Juvenile Justice Center staff as requested and keep them informed as to progress of the youth/program.
4. Contractor shall provide a maximum of 90 minutes of yoga per week, unless a change is mutually agreed upon by Director of Corrections and Contractor.

Payment Compensation

1. Jen Lingo KY and M LLC (Contractor) will be paid a maximum of \$25.00 per 30 minutes of yoga, a maximum of 90 minutes per week.
2. Any change in payment compensation or number of class minutes provided per week will be mutually agreed upon by Director of Corrections and Contractor.

10:15

PUBLIC WORKS DEPARTMENT

Tony Garcia

- a) Department update and miscellaneous

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



To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 18 September 2019

Re: Director's Report for the Week of 16 September 2019

Board Action: 23 September 2019
Update Only

ENGINEERING:

- Blue Creek Bridge/Mill Creek FH: Plan to pour the deck of Mill Creek Bridge on 11 October. Working on drainage and embankment items on both projects. Plan to pave the project in mid-October and have both bridges open to traffic by end of October.
- Mill Creek Road MP 1.1 to MP 3.96: Working on ROW task order with consultant.
- Whitman Dr. W.: Contractor is finalizing electrical work on runway improvements.
- Port Kelly Road & Dodd Road Railroad Crossings: Contractor is waiting on right of entry permit from the Railroad to begin work.
- Middle Waitsburg Road MP 6.1 to MP 7.92: Consultant working on project funding estimate.
- Miscellaneous: Bridge inspections are complete.

MAINTENANCE/FLEET MANAGEMENT:

- South Crew – Working on Mill Creek Channel Maintenance, routine fall maintenance.
- North Crew – Routine maintenance.
- Vegetation/Signs – Routine sign maintenance.
- Garage – Working on preventive maintenance.

ADMINISTRATION:

- Reviewing applications for the Mechanic I/II position.
- Attended a Metropolitan Planning Organization (MPO) meeting.
- Met with the Corps of Engineers to get an update on the Mill Creek GI Study.
- Attended a Mill Creek Coalition meeting.

10:30

PROSECUTING ATTORNEY

Jim Nagle/Jesse Nolte

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

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) Possible executive session re: qualifications of an applicant for employment and/or review performance of a public employee (pursuant to RCW 42.30.110(g)), collective bargaining negotiations (pursuant to RCW 42.30.140(4)(a)(b)), and/or litigation or pending litigation (pursuant to RCW 42.30.110(i))

11:00

COUNTY FAIRGROUNDS

Bill Ogg

- a) Fairgrounds update and miscellaneous

Walla Walla Fair and Frontier Days

September 2 thru 7, 2020

Bill Ogg, CFE
General Manager



Walla Walla Board of County Commissioners

Department Head Report

September 23, 2019

- A. Fair 2019:
 - 1. Successful!
 - a. Program additions
 - b. Physical layout changes
- B. Sponsorships:
- C. Expand Fairgrounds Facility Usage:
 - 1. Event Reports:
 - 2. Future Events:
- D. Fairgrounds Department Staffing:
- E. Fair Board:

11:15

SHERIFF

Mark Crider

- a) Department update and miscellaneous

11:30

JOINT FINANCIAL UPDATE

**Karen Martin
Gordon Heimbigner**

- a) 2019 Budget update

11:45

COUNTY COMMISSIONERS

a) Action Agenda items:

- 1) Proposal 2019 09-23 COM
Current Expense Reserve
Fund and parameters for
use of funds

- b)** Miscellaneous business to come
before the Board

12:00

RECESS

1:30

FACILITIES MAINTENANCE

Ron Branine

- a) **Action Agenda Item:**
 - 1) Execute small works contract with
S & K Mountain Construction
- b) Department update and miscellaneous

1:45

COMMUNITY DEVELOPMENT DEPARTMENT

**Lauren Prentice,
Acting Director**

a) Action Agenda Items:

- 1) Approval of BLA19-08 Judith Shulman
elimination of a Non-Access Easement
in Greystone Heights (Beet Road)
- b) Workshop to review possible revisions
to Walla Walla County Code Chapter 15
– Buildings and Construction (Building
Permit Plan Review Fees)
- c) Department update and miscellaneous

Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

To: Board of County Commissioners
From: Lauren Prentice
Principal Planner/Acting Director
Date Prepared: September 19, 2019
Agenda Date: September 23, 2019
RE: **Action Agenda Item** – BLA19-008 Judith Shulman Elimination of a Non-Access Easement in Greystone Heights (Beet Road).

Recommended Motion

I move approval of the action agenda item.

Request

Approval of the elimination of a “non-access easement” along Beet Road in Greystone Heights.

Background

On August 5, 2019 I sent a Code Interpretation Letter (Attachment D) to Judith Shulman, after meeting with her on August 2, outlining options for her to proceed with proposed boundary line adjustments and lot configurations within the Greystone Heights plat on Beet Road. In preparing this letter I worked closely with the Prosecuting Attorney’s office. Judith Shulman and Harry Hosey, the current property owners, proceeded as outlined in Option 2 on Page 5 of the letter. They submitted a critical areas permit application and a boundary line adjustment application. We have also concurrently been reviewing a building permit application for proposed Amended Lot 2.

The property configuration proposed in the BLA application will require a new driveway access from Beet Road as shown in Attachment B. There is a “non-access easement” along the entire frontage of Beet Road. This “easement” was added to the Final Plat map for this subdivision (PLT 05-02, AFN 2006-13620) at the request of the Public Works Department (Attachment E) prior to approval and recordation of the final plat map. It was not required by the Hearing Examiner as a condition of preliminary plat approval, so a plat amendment is not necessary to modify this “easement.” This “easement” was also carried forward and shown on the final plat map from the Re-Plat of Greystone Heights Subdivision (PLT 08-03, AFN 2008-112237) and on a 2013 boundary line adjustment map (P13-017, AFN 2013-06086).

The boundary line adjustment map has been reviewed by all appropriate agencies (Environmental Health, Public Works, Planning).

Community Development Department and Public Works Department staff recommend that the ‘Non-access easement’ can be eliminated. In reviewing the boundary line adjustment application, Public Works reviewed the proposed access location off of Beet Road and found it to be generally consistent with the County’s Road Standards. The applicant will have to obtain an access permit from Public Works and comply with all applicable access/road standards. The applicant applied for an access permit on August 27, 2019 and has begun construction of a gravel access; the current location of the access will require a variance from Walla Walla County Road Design Standards as it does not have the required 10 feet of separation from the property line. The applicant needs to obtain an approved access permit, apply for and receive a variance from Public Works for the location of the driveway (as applicable), and pave the first 20 feet where the access connects to

Beet Road. After reviewing the BLA application, Public Works asked the applicant to draft a document which would eliminate/modify the easement (Attachment C). The proposed elimination document has been reviewed and modified by Public Works and the Prosecuting Attorney's office.

Elimination of the "non-access easement" will not impair or diminish the County right of way. Because it is phrased as an "easement," the elimination must be approved by the Board. Approval by the Board can be via the motion recommended above.

The boundary line adjustment and critical areas permit are subject only to Type 1 Review (administrative), which staff is undertaking at this time.

Attachments

- A. Proposed Elimination of Non-Access Easement document
- B. Proposed Boundary Line Adjustment Map (BLA19-008)
- C. Memorandum from Joy Bader, Walla Walla County Public Works, dated August 26, 2019
- D. CDD Code Interpretation Letter dated August 5, 2019 (*enclosures available upon request*)
- E. Letter from John Dirr, Walla Walla County Public Works, dated September 11, 2006

AFTER RECORDING RETURN TO:

ELIMINATION OF NON-ACCESS EASEMENT

This document ELIMINATES the Non-Access Easement along Beet Road relating to the property legally described as Lot 3 of Greystone Heights, according to that certain Final Plat Greystone Heights, dated September 2006, and filed for record on November 13, 2006 in Volume 7 of Plats at Page 24 under Auditor's Number 2006-13620, records of Walla Walla County, Washington. Said Non-Access Easement is eliminated as follows:

THE NON-ACCESS EASEMENT ABUTTING THE WESTERLY RIGHT OF WAY OF BEET ROAD AS SHOWN ON THE AFOREMENTIONED PLAT OF GREYSTONE HEIGHTS AND DEPICTED ON AMENDED PLAT RECORDED UNDER AUDITOR NUMBER 2008-12237 AND BOUNDARY LINE ADJUSTMENTS RECORDED UNDER THE FOLLOWING AUDITOR NUMBERS 2013-06086 AND 2015-06310, IS HEREBY REMOVED AND EXTINGUISHED.

Dated this _____ day of _____, 2019.

 Parcel Owner

 Parcel Owner

ACCEPTED and APPROVED:

COUNTY OF WALLA WALLA, WA

BY Todd L. Kimball

CHAIRMAN OF THE BOARD

OF COMMISSIONERS OF WALLA WALLA COUNTY

STATE OF WASHINGTON)

) ss

COUNTY OF WALLA WALLA)

ON THIS _____ day of _____, 2019, before me, personally appeared
_____ and _____, to me to me
known to be the individual(s) who executed the within and foregoing instrument, and acknowledged
said instrument to be his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

Notary Public in and for the State of Washington,

Residing at _____

My Appointment Expires _____

STATE OF WASHINGTON)

) ss

COUNTY OF WALLA WALLA)

I certify that I know or have satisfactory evidence that Todd L. Kimball personally appeared before me and acknowledged that he signed this instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Printed Name

NOTARY PUBLIC in and for the State of Washington,
Residing in Walla Walla, WA

UTILITY EASEMENT PER
A.F. NO. 2017-02555.

30' PRIVATE ACCESS,
IRRIGATION, & PUBLIC
UTILITY EASEMENT PER
PLAT BK. 7 PG. 24

(SMITH)

LOT 1, PLAT
BK. 7, PG. 24
(MASON)

10' IRRIGATION
EASEMENT, PLAT
BK. 7 PG. 24

20' ACCESS
EASEMENT AS SHOWN
ON SURVEY BK. 12
PG. 204 IS VACATED
BY THIS PLAT.

10' IRRIGATION
EASEMENT AS
SHOWN ON SURVEY
BK. 12 PG. 204.
SEE DETAIL.

OLD LOT 2

91,302 S.F.
2.10 AC.
#350610540001

20' ACCESS EASEMENT
TO SERVE LOT 4 TO BE
CREATED AT TIME OF
CONVEYANCE.

AMENDED LOT 3

PARCEL 350610540002
PRIOR AREA
1,516,90 S.F./34.83 AC.
NEW AREA
1,514,665 S.F./34.77 AC.

OLD LOT 4

80,514 S.F.
1.85 AC.
#350610540003

OLD LOTS 2 AND 4 AS
SHOWN HEREIN ARE
HEREBY AMENDED AND
RELOCATED ALONG THE
SOUTH PROPERTY LINE

4.7' EXISTING DRIVEWAY

100' WELL
PROTECTION ZONE

POND

WELL

(KNOPF)

(BROWN)

SW CORNER OF LOT 3 OF
AMENDED GREYSTONE HEIGHTS
ACCORDING TO THE OFFICIAL
PLAT THEREOF RECORDED IN
VOLUME 7 OF PLATS AT PAGE
49 AS AUDITOR'S FILE
NUMBER 2008-12237,
RECORDS OF WALLA WALLA
COUNTY, WASHINGTON.

LINE PARALLEL TO
AND 445.0' NORTH OF
THE SOUTH LINE OF
THE SOUTHWEST 1/4
OF SECTION 10

LINE PA
AND 44:
THE SOL
THE SOL
OF SEC1

DETAIL

1' = 50'



EXISTING BOUNDARY FOR

THENCE S02°08'23"E, ALONG THE EAST LINE OF AMENDED LOT 3, A
DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

ACCESS EASEMENT FOR AMENDED LOT 2 (TO BE
CREATED BY SEPARATE INSTRUMENT)

AN EASEMENT FOR ACCESS LOCATED IN THE SOUTHWEST QUARTER OF THE
SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 6 NORTH, RANGE 35 EAST
OF THE WILLAMETTE MERIDIAN, WALLA WALLA COUNTY, WASHINGTON. BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 3 OF AMENDED
GREYSTONE HEIGHTS ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED
IN VOLUME 7 OF PLATS AT PAGE 49 AS AUDITOR'S FILE NUMBER
2008-12237, RECORDS OF WALLA WALLA COUNTY, WASHINGTON. BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3 THENCE
N02°08'23"W, ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 10.00
FEET TO THE TRUE POINT OF BEGINNING; THENCE S88°30'31"W, PARALLEL
WITH THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 190.53 FEET TO THE
EAST LINE OF AMENDED LOT 2; THENCE N02°08'23"W, ALONG THE EAST
LINE OF AMENDED LOT 2, A DISTANCE OF 20.00 FEET; THENCE N88°30'31"E,
PARALLEL WITH THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 190.53
FEET TO THE EAST LINE OF SAID LOT 3; THENCE S02°08'23"E, ALONG THE
EAST LINE OF SAID LOT 3, A DISTANCE OF 20.00 FEET TO THE POINT OF
BEGINNING.

RK METHODS. THE STANDARD ERROR FOR THIS EQUIPMENT IS 8MM + 1
BASE LINE LENGTH. THE MONUMENTS SHOWN WERE VISITED IN 2006 AT
THE GREYSTONE HEIGHTS WAS ORIGINALLY PLATTED.

3. THE LOTS IN THIS BOUNDARY LINE ADJUSTMENT ARE SUBJECT TO THE
DECLARATION, COVENANTS, CONDITIONS AND RESTRICTIONS OF GREYSTON
RECORDED UNDER AUDITOR'S FILE NO. 2004-13121.

4. THE LOTS IN THIS BOUNDARY LINE ADJUSTMENT ARE SUBJECT TO THE
DECLARATION FOR THE GREYSTONE WATER DELIVERY SYSTEM RECORDED
AUDITOR'S FILE NO. 2005-14794.

5. THE LOTS IN THIS BOUNDARY LINE ADJUSTMENT ARE SUBJECT TO THE
AREAS NOTICE RECORDED NOVEMBER 13, 2006 UNDER AUDITOR'S FILE N
2006-13622.

6. THE LOTS IN THIS BOUNDARY LINE ADJUSTMENT ARE SUBJECT TO THE
NOTIFICATION OF AGRICULTURAL ACTIVITIES RECORDED NOVEMBER 13, 20
AUDITOR'S FILE NO. 2006-13623.

7. THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OUTLINI
332-130.

EXEMPT WELL NOTE

THE ATTORNEY GENERAL'S OPINION, (AGO 1997 NO. 6) REGARDING
THE STATUS OF EXEMPT GROUND WATER WITHDRAWALS, STATES
THAT A GROUP OF WELLS DRILLED BY THE SAME PERSON OR GROUP
OF PERSONS, AT OR ABOUT THE SAME TIME, IN THE SAME AREA
FOR THE SAME PURPOSE OR PROJECT SHOULD BE CONSIDERED A
SINGLE WITHDRAWAL AND WOULD NOT BE EXEMPT FROM THE
PERMITTING REQUIREMENT CONTAINED IN RCW 90.44.050, IF THE
TOTAL AMOUNT WITHDRAWN FROM DOMESTIC USE EXCEEDS 5000
GALLONS PER DAY.

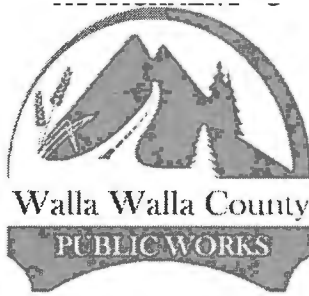
IRRIGATION WATER RIGHTS INFORMATION

THE LOTS WITHIN THIS SUBDIVISION ARE ENTITLED TO A PROPORTIONATE
SHARE (BASED ON PARCEL AREA) OF IRRIGATION WATER APPROPRIATION
UNDER CERTIFICATE CLAIM NO. 097013(B) WHICH ENTITLES THE PROPERT
AS DESCRIBED ON SAID CERTIFICATE CLAIM TO 370.85 GALLONS PER
MINUTE, 300.17* ACRE- FEET PER YEAR, FOR THE SEASONAL IRRIGATION
OF 152.5 ACRES. THE ANNUAL CONSUMPTIVE QUANTITY (ACQ) USED
UNDER THIS AUTHORIZATION SHALL NOT EXCEED 285.88 ACRE- FEET PER
YEAR.

AGRICULTURAL LANDS STATEMENT

PER WALLA WALLA COUNTY CODE CHAPTER 8.40 "RIGHT TO FARM" NOTI
AND COVENANT:

THE SUBJECT PROPERTY IS WITHIN OR NEAR LAND DESIGNATED FOR
LONG-TERM COMMERCIALY SIGNIFICANT AGRICULTURAL ACTIVITIES AND
SUBJECT TO A VARIETY OF ACTIVITIES THAT MAY NOT BE COMPATIBLE
WITH RESIDENTIAL DEVELOPMENT FOR CERTAIN PERIODS EXTENDING BEYO
THE NORMAL WORK DAY AND/OR WORK WEEK. IN ADDITION TO OTHER
ACTIVITIES THESE MAY INCLUDE NOISE, DUST, SMOKE, VISUAL IMPACTS,
AND ODORS RESULTING FROM HARVESTING, PLANTING, APPLICATION OF
FERTILIZERS, PESTICIDES, ANIMAL HUSBANDRY, AND ASSOCIATED
AGRICULTURAL ACTIVITIES. WHEN PERFORMED IN ACCORDANCE WITH BEST
MANAGEMENT PRACTICES THESE AGRICULTURAL ACTIVITIES ARE TO RE



Address/Project: BLA19-008
Date: August 26, 2019
Plan Checker: Joy Bader, 524-2733

1. Applicant shall prepare and record documents to vacate/remove the non-access easement on Beet Road.
2. Obtain an access and address permit from Walla Walla County Public Works, 509-524-2732.

Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

Issue Date: August 5, 2019

Judith Shulman (e)
333 Greystone Drive
Walla Walla, WA 99362
harryhosey@gmail.com
judith@klhfamil.com

RE: Proposed alterations for Greystone Heights (Final Plat Alteration application SUB18-001)

Judith:

Pursuant to Walla Walla County Code (WWCC) 14.03.020(B), this letter is intended to address recent inquiries from you and your surveyor, Greg Flowers, regarding the possibility of expediting your Final Plat Alteration application and/or processing the proposed alterations via an administrative process (like a Boundary Line Adjustment). This letter summarizes my conclusions regarding the application processes required for the various alterations you have proposed. As we discussed on Friday, August 2, we have identified multiple options for you, which are identified at the end of this letter.

Plat and Boundary Line Adjustment History:

On September 6, 2005 the Walla Walla County Hearing Examiner granted preliminary plat approval for the Greystone Heights subdivision (PLT 05-02). This subdivision contained three lots and it was approved under the County's clustering code (WWCC Chapter 17.31). The applicant was Rick Voth and the subdivision created one resource parcel and two cluster lots located on Greystone Drive, a public road on the north side of the subject property. McEvoy Creek crossed the eastern portion of the resource parcel (Lot 3) near Beet Road, no development was proposed within the stream or buffer and the Hearing Examiner established, via conditions of approval, a 50-foot buffer/protection zone under Chapter 18.08 – Critical Area Protection as recommended by the Washington State Department of Fish and Wildlife (WDFW). See Finding 10, Conclusion 1, and Conditions 8-11.

On November 13, 2006 the Final Plat for Greystone Heights was recorded with the County Auditor (AFN 2006-13620). The Final Plat map shows the 50-foot protection zone on the resource parcel, but McEvoy Creek is labeled "swale." A Critical Areas Notice was recorded under AFN2006-13633. The Final Plat map also has a non-access easement across the entire frontage of Lot 3 on Beet Road; this was added at the request of the Walla Walla County Public Works Department (see September 11, 2006 letter from LeRoy Waggoner, County Surveyor).

On August 20, 2008 the Walla Walla County Hearing Examiner granted preliminary plat approval for the Re-Plat of Greystone Heights Subdivision (PLT 08-03). Total review fees paid to CDD by Harry Hosey: \$475. This proposal relocated existing Lot 2 from the western boundary to the central, north boundary and created one additional lot. In Finding 4, the Hearing Examiner describes the purpose of the lot relocation as presented by the applicant and new owner; Harry Hosey, "[did] not wish to involve the protected bluff in the development of Lot 2 and therefore desires to move it into a flat section of the property with direct access to public roads." In Finding 11 the Hearing Examiner explains the following regarding McEvoy Creek.

In 2005 when Greystone Heights (PLT-05-02) was approved, McEvoy Creek either did cross or was believed to cross the eastern portion of the resource parcel. Because the creek was a regulated critical area, a minimum no-disturb of twenty-five feet was required; however, the Washington State Department of Fish and Wildlife recommended a minimum buffer for fifty feet, which was imposed. Exhibit 7; Exhibit 2. McEvoy Creek has since been modified off-site or otherwise determined to no longer cross the subject property, although the channel where it used to cross the site remains as a swale in the eastern end of the resource parcel. The 50-foot no-disturb buffer remains in effect along both sides of the swale. No development is presently proposed in the vicinity of the swale.

Condition 11 required that “any additional regulated activities abutting the critical area, such as construction of a home, out building, or fence requires the approval of a separate Critical Areas Permit and regulated activities as defined in WWCC Section 18.08.040.”

On December 11, 2008 the Amended Final Plat for Greystone Heights, which was approved by the Board of County Commissioners, was recorded with the County Auditor (AFN 2008-112237). Total review fees paid to CDD by Harry Hosey for final plat review: \$380. The Final Plat map shows the 50-foot protection zone. A Critical Areas Notice was recorded under AFN2006-13622 on the same day. The Amended Final Plat map also has the same non-access easement across the entire frontage of Lot 3 on Beet Road. The Amended Final Plat Map and the new Critical Areas Notice were both signed by Judith Shulman and Harry Hosey.

On June 4, 2013 the Walla Walla Joint Development Agency Director granted preliminary approval of a boundary line adjustment application (P13-017) by Harry Hosey. Total review fees paid to WWJCDA by Harry Hosey: \$190. This adjustment relocated the two residential lots to the west and southwest, but access was still via Greystone Drive. The final boundary line adjustment map was recorded on June 17, 2013 (AFN 2013-06086). The recorded map was signed by Harry Hosey and Judith Shulman and it contains the same non-access easement and protection zone as the original and amended plats.

On April 16, 2015 Harry Hosey submitted a boundary line adjustment application (BLA15-008) and a minor variance application (VAR15-002). This proposed adjustment would have increased the size of one of the cluster lots to 2.99-acres and relocated the second cluster lot to encompass the existing home which was previously on the resource parcel. The variance application proposed a reduced agricultural setback on the south side of proposed new Lot 4. Total review fees for BLA paid by Harry Hosey: \$190; total application fees for variance paid by Harry Hosey: \$285.

On June 16, 2015 Mr. Hosey's surveyor, Paul Tomkins submitted a new proposed boundary line adjustment map, under the current application (BLA15-008). The new configuration decreased the size of the resource parcel (Lot 3) and increased the size of Lot 2, one of the cluster lots, and moved Lots 2 and 4 to the east by about 30-feet. The existing house remained on the resource parcel. On June 18, 2015 Harry Hosey requested by email that his variance application be withdrawn. A portion of the CDD review fee for the variance was refunded (\$79.12) to Mr. Hosey as a result of this withdrawal.

On June 21, 2015 the Walla Walla County Community Development Director granted preliminary approval of the revised boundary line adjustment application by Harry Hosey. The final boundary line adjustment map was recorded on July 24, 2015 (AFN 2015-06310). The recorded map was

signed by Harry Hosey and Judith Shulman and it contains the same non-access easement and protection zone as the original and amended plats.

On March 4, 2016 Harry Hosey submitted a new boundary line adjustment application (BLA16-005). Total review fees paid to CDD by Harry Hosey: \$190. This adjustment would have shifted Lot 4 to the east by 20-feet; no change to access was proposed. The preliminary boundary line adjustment map showed the same non-access easement and protection zone as the previous three maps. On May 6, 2016 the Walla Walla County Community Development Director granted preliminary approval of BLA16-005. A final boundary line adjustment was never filed with the County and this approval expired six months after approval.

On July 25, 2017 Harry Hosey submitted a new boundary line adjustment application (BLA17-013). Total review fees paid to CDD by Mr. Hosey: \$190. This application proposed relocation of the cluster lots to the south property line and proposed that one be served by a new easement via Greystone Drive and the other via a new easement from Beet Road shortening up the non-access easement and crossing the protection zone established in the original plat. On October 24, 2017 Community Development Director Tom Glover notified Mr. Hosey and his surveyor, Mr. Tomkins, by email that a critical areas report and plat amendment would be needed for this proposal. By email Mr. Glover provided a copy of the WWCC 16.70.010 which states that if an alteration "creates or diminishes any easement or deprives any parcel of access or utilities" or "amends a condition of approval for previously planned property" it is not a boundary line adjustment. On October 25, 2017 Mr. Tomkins notified Mr. Glover (copying Mr. Hosey and PWD staff), that "Mr. Hosey is agreeable with your request." In response, Mr. Glover emailed Mr. Tomkins (copying Mr. Hosey): "Okay. And, he needs to be aware that it is the County Hearing Examiner who reviews, and approves a re-plat..."

On July 30, 2018 Community Development Department Director Tom Glover received a critical area investigation report by email directly from Deborah Phipps.

On August 20, 2018 Judith Shulman contacted Director Tom Glover and Principal Planner Lauren Prentice asking about the status of a boundary line adjustment application, saying that the "timing is now critical – we have a well driller waiting in the wings."

On August 22, 2018 Director Tom Glover emailed Judith Shulman and Surveyor Greg Flowers and informed him that he could "not find in our records that Paul ever filed an application for the re-plat for Judith and Harry...." Copies of the 2017 communications between Mr. Tomkins and Mr. Glover were attached to this email.

On August 28, 2018 Director Tom Glover emailed Judith Shulman and Surveyor Greg Flowers and said "Judith, the copy of the application you dropped off yesterday was for a boundary line adjustment. This was withdrawn, based on this e-mail chain, and Paul said he would prepare an application for a re-plat... That's the application we're missing." The October 2017 email exchange described above was included in this email.

Present Application and Status:

On May 2, 2019 Harry Hosey submitted a Final Plat Alteration application (SUB19-011). Total review fee paid to CDD by Harry Hosey for this application: \$0.

The proposed Final Plat Alteration map shows configuration and easement changes that are consistent with the 2017 proposal. This application is currently under review and the Public Works Department (County Surveyor) has recommended approval. As stated by Mr. Glover in his 2017 and 2018 emails, and pursuant to WWCC 14.09.025, Final Plat Alterations require Type 3 review (by the Hearing Examiner).

Conclusions:

I have reviewed this proposal, the information provided by Greg Flowers, and your emails with the County's Technical Review Committee (TRC). We agree that some of the alterations proposed in the submitted Final Plat Alteration application could also be achieved via a boundary line adjustment as Greg Flowers described in his recent email.

However, the critical areas protection zone was established in the conditions of approval in 2005 and it was not modified via the 2008 plat amendment or any other application. The proposed Final Plat Alteration map shows the critical areas protection zone removed. Removing this condition of approval would not be approvable under WWCC 16.70.010(G) and WWCC 16.70.030(E), but it could be achieved via the application submitted by Mr. Hosey, a Final Plat Alteration.

Condition of Approval 11 in the Hearing Examiner's 2005 decision requires the following:

A minimum fifty-foot-wide critical areas protection zone shall be established from the ordinary high water mark of McEvoy Creek. No construction or other regulated activities as defined in Section 18.08.040 of the Walla Walla County Code may be conducted within the critical areas protection zone without County approval of a Critical Areas Permit. The critical areas protection zone shall be identified on the face of the final plat.

Instead of amending the conditions of the 2005 plat to remove the protection zone established by the Hearing Examiner via Condition 11, you could submit a Critical Areas Permit application to allow for regulated activities (development of a driveway) to be located within the protection zone as provided for in the second sentence of Condition 11. You have already provided a critical area report, but you would need to submit a Critical Areas Permit application and the review fee. Along with that you could withdraw the Final Plat Alteration application and submit a new Boundary Line Adjustment application, along with required documents and fees. These two applications could be reviewed concurrently via the Type I administrative review process. No public notice or review by the Hearing Examiner would be required.

Appeal:

This decision may be appealed by any party with standing to the Walla Walla County Hearing Examiner pursuant to the requirements of WWCC 14.11 by submitting a request for appeal, in writing, within ten (10) days of the decision to the Walla Walla County Community Development Director.

Summary of Solutions and Next Steps:

Here are the options we have identified for you to move forward with this project.

1. Move forward with your submitted Final Plat Alteration, as we suggested in 2017, to remove the protection zone established in Condition 11 of the PLT-05-02 decision. We can

issue a combined Notice of Application/Public Hearing and place this application on the next possible Hearing Examiner agenda, which is expected to be Monday, September 9.

2. Submit a new Boundary Line Adjustment application and Critical Areas Permit application for Type 1 administrative review to make all proposed boundary line and access changes and allow for development within the protection zone. This process is estimated to take up to 45 days for review after a Determination of Completeness. Greg Flowers said that he could easily modify the Final Plat Alteration map to comply with the BLA requirements. Although we have a large backlog of applications currently under review, I would hope that the review of this application would be expedited since initial review of the proposal has been completed and Mr. Flowers has addressed comments from Public Works already. Total CDD review fees for BLA and CAP: approximately \$441. Under this option, the critical area protection zone would have to remain in place, but development within the critical area protection zone could be approved via the CAP process without amendments to the conditions of plat approval.
3. Modify your proposal to include only the changes shown for Amended Lot 4 and no development within the protection zone and submit a new boundary line adjustment (BLA) application, meeting the criteria in WWCC Chapter 16.70, as in Option 2; please be advised that you will need to submit an application, preliminary BLA map, and pay the application fee. Total CDD review fees for BLA: approximately \$294.
4. Appeal this code interpretation letter as described above and submit a complete appeal application; that appeal will go to the Hearing Examiner. Upcoming Hearing Examiner agendas are tentatively scheduled for September 9 and October 14.

Grading and Construction

You mentioned that you would like to begin grading as soon as possible for a new driveway and a new homesite. Please be advised that if grading/fill quantities exceed 50 cubic yards, either a grading permit or a building permit (with a grading plan) must be obtained prior to construction. These review processes typically take about 2-6 weeks and as we discussed on Friday, they can be done concurrently as land use reviews (CAP, BLA, and/or Final Plat Alteration). You will also need Public Works and Environmental Health approval prior to construction.

You said at our meeting on Friday, August 2, 2019, that you want to move forward with Option 2. All submittals can be emailed to permits@co.walla-walla.wa.us. Please let us know if you have any additional questions regarding application requirements. Also, please be advised that we have new office/counter hours: Monday through Friday, 10:00 AM to 3:00 PM.

Sincerely,



Lauren Prentice
Principal Planner/Acting Community Development Department Director

- Cc. Darrell Sowards, Walla Walla County Surveyor (e)
Joy Bader, Public Works Department (e)
Barb McKinney, Public Works Department (e)
Greg Flowers, PBS Engineering and Environmental (e)
- Enc. PLT05-02 Findings, Conclusions and Decision
PLT05-02 Final Plat Map
PLT08-03 Findings, Conclusions and Decision
PLT08-03 Final Plat Map
P13-017 Type One Decision
P13-017 Final Boundary Line Adjustment Map
BLA15-008 Type One Decision
BLA15-008 Final Boundary Line Adjustment Map
BLA16-005 Type One Decision (expired)
BLA16-005 Preliminary Boundary Line Adjustment Map
BLA17-013 Application (withdrawn)
BLA17-013 Preliminary Boundary Line Adjustment Map
2017 – 2018 Email Correspondence
SUB18-011 Application
SUB18-011 Preliminary Final Plat Alteration Map

WALLA WALLA COUNTY
DEPARTMENT OF PUBLIC WORKS

RECEIVED

SEP 11 2006

WALLA WALLA COUNTY
REGIONAL PLANNING

September 11, 2006

Walla Walla County Community Development
310 W. Poplar, Suite 001
Walla Walla, WA 99362

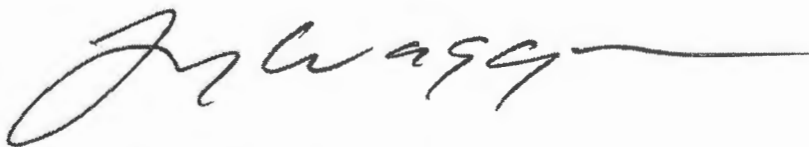
Subject: Greystone Heights Plat

The above named has been reviewed by this office for compliance with the technical requirements of the County. Except for two minor changes that need to be addressed. This office would recommend approval.

1. To the note regarding the access and utility easement for Lot 2, please add "for the exclusive use of Lot 2" or if Lot 1 is also going to be using this access, a variance will be required for two lots with a common driveway.
2. John Dirr requests a "Non-access Easement" on that portion of Parcel 9 adjacent to Beet Road.

Note: This office does not need to review this plat again if these two changes are made as requested.

Please feel free to contact this office if you have questions or comments.



LeRoy D. Waggoner, PLS
Walla Walla County Surveyor

Cc: John Dirr, Programs Manager
Walla Walla County Public Works

Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

To: Board of County Commissioners
From: Lauren Prentice
Principal Planner/Acting Director
Date Prepared: September 19, 2019
Agenda Date: September 23, 2019
RE: **Workshop** – Building Permit Plan Review Fees

Background

In July, after the departure of Building Official/Fire Marshal Todd Blevins, the County entered into an agreement with Northwest Code Professionals (NWCP), for building plan review and construction inspection services (Proposal ID#: 2019 07-18 CDD). NWCP is a full service building official, plan review, and inspection company that has worked with over 50 jurisdictions throughout the states of Washington, Oregon and Idaho.

Building, grading, fire permit plan review and inspection fees are established in Title 15 of the Walla Walla County Code (WWCC) in Tables 9-A through 9-G. For most new construction, applicants pay an **application fee and deposit** up front (\$200), and then prior to issuance they pay a **building permit fee** (Table 9-A) based on the valuation of the project and a **plan review fee** which is 65% of the building permit fee. They also pay a **technology fee** which is 3% of the permit and plan review fees.

For most reviews, of that last fee, the plan review fee, **the County pays NWCP 80% of the County's total plan review fee (Attachment B)**. Since the County pays NWCP only 80% of the established plan review fee, there is generally no additional direct cost for having NWCP conduct plan reviews under this contract.

At this time, Ron Bull, our Acting Building Official/Fire Marshal, is determining which plan reviews to send to NWCP for review. So far this has been non-residential projects which require qualifications, expertise, or review time that is beyond our ability to handle internally.

The following reviews have been delegated to NWCP:

- **B19-0229 Abeja Production Addition** – Completed/issued
- **B19-0321 WaHi Science Building** – Completed/issued
- **B19-0357 Concrete Reservoir** – Completed (waiting for Port to pay fees so we can issue)
- **F19-0020 Tyson** – Completed/issued
- **F19-0021 Tyson - Pull station** – Completed/issued
- **F19-0023 PCA Fire alarm recall in elevator** – Completed/issued
- **B19-0253 Huff Bridge** - Ongoing
- **B19-0344 EPJ & FMJ Trust Bridge** - Ongoing

We have not used them yet for this purpose, but under the existing contract we can also use NWCP to conduct plan review or inspections if our staff is unavailable. The turn-around time for reviews is 5 to 7 business days for residential reviews and 10 to 14 business days for commercial plans and fire and life safety reviews.

We have been very satisfied with NWCP's performance thus far; they have completed reviews within the timeframes established in the contract. The most recent review that NWCP conducted for us was the Port's Dodd Road concrete reservoir (B19-0357). NWCP completed this review within 13 days and the permit was approved for issuance 15 days after submittal; we're just waiting for the permit fee payment and then it will be issued. When we had first notified them that this application had been submitted, NWCP told us that this application may need structural engineering review, but after reviewing the plans, they determined that it was not necessary.

Structural Engineering Review

The agreement with NWCP includes a provision (under the Fee Structure table in Attachment A) that states that **"The NWCP Building Official for the Municipality will determine if a project requires Structural engineered review services.** If deemed appropriate by the Municipality, these fees will be billed at cost +5% and may be billed directly to the applicant, NWCP has our own in-house engineers."

Of the eight plan reviews delegated to NWCP, they have identified two which require structural engineered review services, the two bridge applications. It is unusual to have two bridge applications under review at the same time. The last bridge application was submitted in 2016 and between 2008 and 2018, the County only reviewed four private bridge applications. Community Development Department staff has been contacted this year by at least two more property owners who are considering bridge projects, so we may receive additional bridge applications very soon.

NWCP reviewed the two bridge applications and determined that review by a structural engineer is required, as the contract allows them to do on behalf of the County. NWCP has estimated that this review will cost about \$4300 and will require 38 hours of review as shown in Attachments D and E.

The County's building permit fee schedule does have a fee established for 'special projects/plan review/inspection/overtime,' which is established at a rate of \$100 per hour (Table 9-B). In order for the County to recoup all the costs associated with plan review for this type of project, staff recommends that the fee structure should be amended to require applicants to pay the actual cost for these reviews. Attachment A shows one amendment option that would achieve this goal.

Review of Changes to Approved Plans

The NWCP contract also establishes a fee for review of changes to approved plans (\$75 per hour). As a result of the LEAN work we did in June and additional internal discussions, we have begun tracking how many second, or third reviews we're doing on permit and project applications as a result of applicants revised their proposals.

We have started to identify minor procedural changes we can make to the application process which we hope will reduce the number of revisions reviews that we're doing, but it will take time to do this and there is always the possibility for applicants to just decide on their own to change their plans. This happens often with land use applications.

The County's land use and building fees schedules have not established a fee for this type of revision review, which are the result of the applicant choosing to change their proposal. The County's current building fee structure establishes additional review fees where a proposal is changed after the permit is issued, but not prior to that. In researching the structural engineering review issue, Ron Bull spoke with the City of Spokane Valley regarding their building permit fee structure (Attachment C). They have established a fee for this type of review, which is based on an

hourly rate like the NWCP contract. This would not be applied to revised plan reviews which result from reviewer correction letters/requests.

Attachments

- A. Draft Code Amendments to Title 15
- B. NWCP Fee Structure
- C. Spokane Valley Fee Schedule B – Building (excerpt)
- D. Letter from NWCP dated August 6, 2019
- E. MAE Project Estimation Rate from NWCP for bridge review, dated July 30, 2019

Walla Walla County Code
Table 9-B
Misc. Permits/Service Fees

Permit Activity	Valuation/Description	Fee
Special projects/plan review/inspection/overtime, <u>including</u> outside professional services by contract reviewers or special <u>inspectors</u>	Per hour	<u>Actual cost</u> (\$100.00/hr. <u>minimum rate</u>)

area with knowledge of the geographical area to provide inspection services. All plan review services will be performed at our Kennewick, WA location.

References:

The accompanying list contains jurisdictions that we are currently providing with either full or back up services. Please feel free to contact anyone from the list below for references. Our staff currently provides building official services, plan review and inspection services for the cities of Benton City, Bridgeport, Coulee Dam, Coulee City, Davenport, Electric City, Elmer, Grand Coulee, Granger, Hartline, Mabton, Mattawa, Prescott, Warden and Wilson Creek.

City of Pasco, plan review & inspections - Troy Hendren
 Franklin County, inspections - Darryl Brown ✓
 City of Kennewick, Inspections - Tony Ostoja ⁵³⁵ ~~456~~ 4387
 City of Grandview, plans review - Corey Taylor 832-9200 Anita
 City of Sunny side, plan review and inspections - Andy Stamschror

Also College Place

Fee Structure: NWCP fees for this agreement will be as follows:

Service Fees	
Plan Review Fee When Requested	80% of total plan review fee*
Inspection Fees	\$75.00 per hour - Minimum 2-hour Fee per Inspection Day
After Hours/Weekend Inspections	\$100.00 per hour - Minimum of 2 hrs.
Code Enforcement / Other	\$75.00 per hour when approved by COUNTY

*The NWCP Building Official for the Municipality will determine if a project requires Structural engineered review services. If deemed appropriate by the Municipality, these fees will be billed at cost +5% and may be billed directly to the applicant, NWCP has our own in-house engineers.

Fees for Review of Changes to Approved Plans:

Additional requested services for meetings, local site visits, code enforcement, development meetings, and other meetings requested by the County for attendance by the Manager/Building Official/Commercial Plans Examiner will be billed at the hourly rate of \$88.00 per hour for meeting time and travel time. If the meeting is attended by the onsite inspector during regular inspection days, then no additional fees will be charged to the County above the standard hourly rate.

All review of changes to approved plans will be billed at a rate of \$75 per hour. Fees for changes to approved plans may be billed directly to the applicant by the County.

Rates are all inclusive - no separate billing for mileage, vehicle expenses or material will be sent.

Reinspection Fees:

In the event that re-inspection fees become necessary, NWCP will bill at a rate of \$75.00 per inspection. Re-inspection fees may be billed directly to the applicant by the County.

Time of Performance:

NWCP will perform the services commencing upon execution of this contract. All plan review and inspections will be performed during normal business hours (8:00 a.m. - 5:00 p.m., Monday - Friday).

Project Support:

We will perform all inspections called in by 4 p.m. on the next day.

Schedule B – Building

Fee Payment

Plan review fees are collected at the time of application. Such fees may be adjusted during plan review. Overages or under payments shall be appropriately adjusted at the time of permit issuance.

Plan review fees are separate from and additional to building permit fees. Permit fees and any other unpaid fees shall be collected prior to issuance of the permit.

Fees for outside professional services required during the permit process shall be paid by the applicant. Examples of outside professional services include review by contract reviewers, special inspection or construction services, consultant services for special topics, surveying or other services required to determine compliance with applicable codes.

Fee Refund Policy. Refunds authorized under this policy apply only to Schedule B.

PLAN REVIEW FEES

- Plan review fees are non-refundable once any plan review work has been started.
- Paid plan review fees may be refunded when an eligible request is received in writing.
- At a minimum, a \$35.00 administrative fee shall be retained.
- If the paid plan review fee is less than \$35.00, no refund is authorized.
- If the paid plan review fee is more than \$35.00, the amount for refund shall be calculated at the rate of 100% of the paid plan review fee minus \$35.00.

PERMIT FEES

- Permit fees are non-refundable once work authorized by the permit has begun.
- Paid permit fees may be refunded when an eligible request is received in writing.
- At a minimum, a \$35.00 administrative fee will be retained when fees are refunded.
- If the paid permit fee is less than \$35.00, no refund is authorized.
- If the paid permit fee is more than \$35.00, the refund shall be calculated at the rate of 95% of the paid permit fee minus \$35.00.

For any application taken or permit issued in error, a full refund of fees paid shall be made. No portion of the paid fees shall be retained.

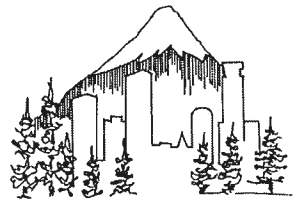
FEES

GENERAL

Hourly Rate for City Employees	\$61.00
Overtime rate for City Employees (1.5 times regular rate)	\$92.00
Investigation fee: Work commenced without required permits	Equal to permit fee
Replacement of lost permit documents	Hourly rate; 1 hour minimum

Revisions to plans requested by the applicant or permit holder shall be charged the hourly rate with a minimum of one hour. Revised plans submitted in response to reviewer correction letters are not subject to the hourly assessment.

Washington State Building Code Council Surcharge (WSBCC) – see the Washington State Building Code Council website for fees.

NORTHWEST CODE
PROFESSIONALS

Tuesday, August 06, 2019

Ron Bull
Acting Building Official
Walla Walla County

The bid from our structural engineers to review a complete package designed in accordance with standard bridge engineering practice the calculations for the bridge is \$4300.00.

In accordance with the 2015 IBC Chapter 16 This bridge must meet the requirements of the current versions of the WSDOT Bridge Design Manual, AASHTO LRFD Bridge Design Specifications, and the AASHTO LRFD Guide Specifications for Seismic Design of Bridges.

It appears that no portion of what has been submitted to date was designed in accordance with the above standards or with standard practice for bridge engineering. The drawings lack sufficient detail to review, are inconsistent within themselves, and do not appear to depict a structure consistent with the calculations provided. The calculations do not demonstrate conformance to the standards for bridge design and also make assumptions about the mechanics of the structure which are at best unsubstantiated and at worst categorically incorrect.

They will need to provide design documents and supporting calculations in accordance with the requirements set forth in the above referenced standards." IBC would also require a site-specific geotechnical investigation unless sufficient evidence of nearby sites is provided, and the building official waives the requirement. The liquefaction study submitted is based on existing well logs at unknown locations (no site plan was provided) and makes no mention of a bridge in the report. It is my opinion that what was submitted is insufficient for the project.

Please do not hesitate to call with any questions or concerns.

Respectfully,



Jack E Applegate, BO, CPI, CHI
Manager/ Building Official
NORTHWEST CODE PROFESSIONALS
144 E 14th Ave
Eugene, OR 97401
O: 541.484.9043 x 201
C: 541-729-7791

International Code Council, Region II, President
ICC, Building Codes Action Committee, Vice Chair
OBOA: Legislative, Outreach, and Education Committees
ICC Region II: Nominations, Budget, and STPT Committees



STRUCTURAL | CIVIL | FIRE PROTECTION

 1355 OAK STREET, STE 200
 EUGENE, OR 97401
 P: 541-484-9080 | F: 541-484-6859

Work Order: -	Project: Walla Walla Bridge Review	Date: 7/30/19
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MAE Project Estimation Worksheet

Billing Rates

Project Type	Standard
Senior Engineer (SE)	155 \$/hr
Senior Engineer	135 \$/hr
Engineer I	110 \$/hr
Engineer II	95 \$/hr
Engineer III	85 \$/hr
Senior Designer	95 \$/hr
Designer I	85 \$/hr
Designer II	75 \$/hr
Designer III	65 \$/hr

Hours Estimation

Task	Personnel	Billing Rate	Hours	Total
Structural Review - Bridge		\$ -		\$ -
Geotech Report	Engineer I	\$ 110	3	\$ 330
General Configuration/Concept	Engineer I	\$ 110	3	\$ 330
Design Loads and Criteria	Engineer I	\$ 110	4	\$ 440
Vertical System	Engineer I	\$ 110	6	\$ 660
Lateral System	Engineer I	\$ 110	3	\$ 330
Foundation	Engineer I	\$ 110	4	\$ 440
Details	Engineer I	\$ 110	8	\$ 880
Secondary Reviews/Correspondence	Engineer I	\$ 110	4	\$ 440
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
WA Senior Engineer Review/Stamp	Senior Engineer	\$ 135	3	\$ 405
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -

Total:	38	\$ 4,255
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Walla Walla County Community Development Department

310 W. Poplar Street, Suite 200, Walla Walla, WA 99362 / 509-524-2610 Main

To: Board of County Commissioners
From: Lauren Prentice
Principal Planner/Acting Community Development Director
Date Prepared: September 19, 2019
Agenda Date: September 23, 2019
RE: Department Update

TRAKiT upgrade

With assistance from Technology Services, TRAKiT has been updated to fix the credit card payment issue. There was one small glitch that Central Square is working diligently on, and it doesn't prevent us from using the new version.

We updated the website and sent an update to our contractor distribution list notifying them that they can pay application and permit fees themselves with a credit card through the eTRAKiT web portal, which is available 24/7. We are also now again able to use credit card swipers in our office rather than having to key in credit card numbers through an online payment gateway and then copy confirmation information back into TRAKiT.

This payment issue had been broken for about a year and half which was a significant inconvenience to our customers and increased the staff time needed to process fee payments.

BlueBeam

As of September 16th, we are using BlueBeam to do plan reviews. We still have outstanding plan reviews that were setup in Adobe Professional to complete, but all new applications will be setup in BlueBeam. We still have additional setup and training to do; Lauri Withers is managing this transition.

Planning Commission

The Planning Commission met on Wednesday, September 4, and had a workshop meeting on the Burbank Interim regulations and UGA density issue. The next meeting is Wednesday, October 2nd, this is expected to be a workshop meeting as well.

Code Compliance Grants

We have been approved for \$83,262.00 in grant funding for the 7/1/19 through 6/30/21 biennium for solid waste enforcement. \$62,446.50 will come from the DOE and \$20,815.50 would be the County match. However, our expected expenses for that time period are estimated at \$119,950.00. Nina Baston has put in a request for extra funding as we have done in previous years.

Secondly, it appears that the County may be receiving funding for at least a two-day tire event. Due to some changes in the new biennium, there is still some uncertainty about this funding, but we will update the Board as we received additional information from the Department of Ecology.

Pre-application and TRC Roundtable Meetings

The Technical Review Committee (TRC) met with applicants for the following projects over the last three weeks:

- Winery Quarantine Parking Lot
- College Place Boundary Line Adjustment for Lift Station
- Cluster Short Plat, Cross Creek Road
- Bank Stabilization on Mill Creek

Code Compliance Caseload

This year there has been a 20% rise in complaints reported that are determined to be unsubstantiated.

We currently have 42 open cases; 32 of them were opened this year. The other 10 were opened over the last ten years. A total of 9 cases are presently at the infraction stage of the enforcement process.

Our Code Compliance Officer Nina Baston has gone to a monthly inspection schedule. Previously she had been going to check on each case every two weeks. This change is expected to reduce overhead costs and free up Nina's schedule, but it remains to be seen how this scheduling change affects case closure rates.

2:15

COUNTY COMMISSIONERS

- a) Miscellaneous 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.