

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
TUESDAY, MAY 28, 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) **Consent Agenda Items:**
 - 1) Resolution _____ - Minutes of County Commissioners' sessions of May 13 and 14, 2019
 - 2) Resolution _____ - Agreement for Civil Service Commission testing
 - 3) County vouchers/warrants/electronic payments as follows: _____ through _____ totaling \$ _____ 4208269 in the amount of \$21,618.85 (draw taxes) and 4208268 in the amount of \$560.00 (special run)

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AGREEMENT
FOR CIVIL SERVICE
COMMISSION TESTING

RESOLUTION NO. **19**

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

WHEREAS, pursuant to RCW 41.14, there has been a Civil Service Commission created in Walla Walla County, said commission members appointed to establish and oversee a merit system of employment of county deputy sheriffs and other employees of the office of county sheriff, thereby raising the standards and efficiency of said office and law enforcement in general; and

WHEREAS, RCW 41.14 further provides that said commission shall give practical tests to determine the capacity of persons examined to perform duties of law enforcement positions for appointment, and to provide for, formulate, and hold competitive tests to determine qualifications of persons who seek such employment; and

WHEREAS, the county sheriff and the Walla Walla County Civil Service Commission (Commission) members have requested and recommended that an agreement be approved whereby Public Safety Testing, Inc. an independent provider of testing services to police, fire, and other public safety agencies, would provide testing services as described and required, as an efficient and cost-savings measure for the county; and

WHEREAS, Public Safety Testing, Inc., has provided a Subscriber Agreement to Walla Walla County for said services, and said agreement has been reviewed by the county sheriff, members of the Commission, and the prosecuting attorney; and

WHEREAS, the sheriff and Commission have recommended entering into a three year subscription term as provided in said agreement; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said Subscriber Agreement as recommended, and that the Chair of the Board shall sign same in the name of the Board.

Passed this 28th day of May, 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*



SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of pre-employment testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a Subscriber Agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and Walla Walla County, a municipal corporation of the state of Washington (hereinafter "Subscriber") do enter into this Subscriber Agreement under the terms and conditions set forth herein.

SUBSCRIBER: Walla Walla County, WA

POSITIONS:

➔ **Check all that apply**

Law Enforcement Officer written & physical ability testing:

☒ Law Enforcement Officer (entry-level)

☐ Law Enforcement Officer (lateral/experienced)

COMMENCEMENT DATE: July 1, 2019

TERM & PROFESSIONAL FEES:

➔ **Check one**

☐ One-year agreement at \$1,456 annually

☒ Three-year agreement at the following:
7/1/2019 – 6/30/2020 at \$1,456 annually
7/1/2020 – 6/30/2021 at \$1,496 annually
7/1/2021 – 6/30/2022 at \$1,540 annually

AGENCY ADD-ON COUPONS

➔ **Check to request**

☐ Agency Add-On Coupons for Walla Walla County recruiters to offer Walla Walla County candidates at test sites (invoiced at \$10 per coupon used)

TERMINATION:

➔ **Check one**

☐ This agreement terminates June 30, 2020

☒ This agreement terminates June 30, 2022

REMOTE TESTING
(OUT OF REGION TESTING)

➔ **Select one**

☒ SUBSCRIBER authorizes candidates who reside outside of the Pacific Northwest to take the written examination in the region where they reside through a network of college testing facilities. The physical ability test, if required, must be conducted by SUBSCRIBER (or SUBSCRIBER coordinates with candidate to be tested at a scheduled PST event), within 90 days of the written exam.

☐ SUBSCRIBER **does not** authorize remote testing.

1. Description of Basic Services. This Agreement begins on the date as noted on page one (1) of this Agreement. The Contractor will provide the following services to the Subscriber:

- 1.1 Advertising and recruiting assistance, application processing, and administration of pre-employment written examinations and physical ability tests for those positions noted on Page One (1) of this Agreement.
- 1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list, and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists. Contractor will report "raw" test scores to the Subscriber – no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws. Written examination scores will be reported to the Subscriber as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail". The passing score for written examinations is set by the test developer at 70%.
- 1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process conducted by the Contractor pursuant to this Agreement and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

Provided, however, Contractor shall not be required to appear at its cost nor to defend in any administrative or court proceeding arising from or out of a claim or challenge relating to Subscriber's use of other testing process(es) or out of Subscriber's attempt to establish multiple or blended eligibility lists for the same position based in whole or in part on other testing process(es). "Other testing process(es)" means any test or testing process other than those provided by the Contractor under this Agreement.

- 1.4 Term & Fees. The term of this agreement and the related professional fees are noted on page one (1) of this Agreement.
- 1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment shall be made within 45 days of receipt of invoice.

1.5.1 Direct Deposit (ACH Enrollment). Subscribers are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).

1.5.2 Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such fee is to cover Contractor's credit card processing fees.

2. Additional Services. In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.
3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:
 - 3.1 Because applicable civil service law prohibits having multiple eligibility lists for the same class of hire, this Agreement is an exclusive agreement for these services.
 - 3.2 The written and physical agility scores of any applicant shall be valid for 15 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.
 - 3.3 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.
 - 3.4 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable testing fee from any and all applicants.
 - 3.5 The Subscriber is encouraged to and may also conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.
 - 3.6 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.

- 3.7 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.
- 3.8 Subscriber understands and acknowledges that a candidate's PST Personal History Statement (PHS) will be stored electronically by PST for 24 months from the date the candidate uploads the PHS to the PST website. Any PHS stored more than 24 months will automatically be deleted and will no longer be available to the Subscriber from the PST server.
4. Testing Standard and Warranty of Fitness for Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of the Washington State Civil Service Statutes, Chapter 41.08 and/or 41.12 and/or 41.14 RCW, or the terms of other applicable statute as the Subscriber shall notify the Contractor that the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. Any and all written materials, and the standards for physical fitness testing utilized, shall comply with all applicable copyrights and laws. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws. If Subscriber uses or authorizes the use of other testing process(es) this warranty shall be null and void.
5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.
6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:
- 6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:
- 6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;

- 6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;
- 6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.
- 6.1.4 This indemnity shall not apply to any administrative or court proceeding arising from or out of any process in which the Subscriber has utilized or authorized other testing process(es).
- 6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.
7. Termination. This agreement terminates as noted in the *Termination* section on Page 1 of this Agreement. The Contractor and/or the Subscriber may also withdraw from this Agreement at any time for any reason with 60 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber.
- 7.1 If the Subscriber elects to terminate this Agreement prior to the termination date, Subscriber shall pay the Contractor an early termination fee. The purpose of this early termination fee is to cover the direct and indirect costs of refunding and or rescheduling applicants that had signed up to test for the Subscriber. The early termination fee is one-third (33%) of the annual subscriber fee as noted in the *Term & Professional Fees* section on Page 1 of this Agreement. The early termination fee is in addition to any other fees agreed to by this Agreement.

8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 2019.

WALLA WALLA COUNTY, WA

By: _____

Print: Todd L. Kimball

Its: Chair, Board of County Commissioners

Contact: _____

Address: PO Box 1506

City/State/Zip: Walla Walla, WA 99362

Telephone: 509-524-2505

Email: wwccommissioners@co.walla-walla.wa.us

Subscriber's Contact & Address for Billing:

(Please complete if different from contact information above)

Contact: _____

Title: _____

Agency: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

Civil Service Commission

Chairman: W. A. G.

Print: DAN Aycock. 4-18-19

PUBLIC SAFETY TESTING, INC.

By: [Signature] April 10, 2019

Print: Jon F. Walters, Jr.

Its: President

Jon Walters

20818 - 44th Ave. W., Suite 160

Lynnwood, WA 98036

425.776.9615

jon@publicsafetytesting.com

Agency Recruiter:

Name: _____

Title: _____

Email: _____

Agency Hiring

Representative/Supervisor:

Name: Ron Varner Ron M. Varner

Title: Chief Civil Deputy

Email: rvarner@co.walla-walla.wa.us

Chief or Agency Director:

Name: [Signature]

Title: SHERIFF

Email: mcrider@co.walla-walla.wa.us

COUNTY COMMISSIONERS (continued)

e) Consent Agenda Items (continued):

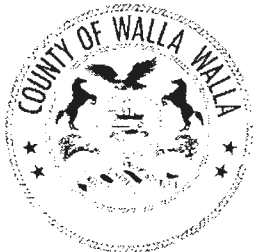
- 4) Payroll action and other forms requiring Board approval
- f) Miscellaneous business to come before the Board
- g) Review reports and correspondence; hear committee and meeting reports
- h) Review of constituent concerns/possible updates re: past concerns

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

May 28, 2019

To: Walla Walla County Board of Commissioners

Re: Department Update

Issues/Information for the Board.

Kudos to Superior Courts. Right sized new copiers. Saved about \$8,000.

Components (Main infrastructure)

Hardware

- Backup System ordered and parts are arriving

Software

- No issues

Security/Viruses

- No issues

Other Projects

➤ **OnBase**

- They are having problems getting queries to work

➤ **Issues with Community Development Support**

- Vendor has agreed to reduce this year's maintenance by \$13,000
- Waiting on vendor to send us the project specifications and a timeline.
- I keep asking
- Ultra-unresponsive...

➤ **SQL Server licensing**

- We are ready to begin project planning
- Funding has been identified
- Waiting on the vendor for Community Development to get back to me so we get going.
- We are already updating several Virtual Servers. And have asked for the final quote for SQL licensing. I would like to have the project done by August.

➤ **Budget & Inventory**

- Inventory launched. About 85% to 90% done.
- Working now to locate missing items
- Working toward a total cost prediction model for replacement/budgeting purposes
- The goal is to find everything in inventory and inventory things that were purchased without an ADP and need to be on inventory.
- Also collecting enough info that Diane and Susan can do their jobs easier/faster

- **Social Media Backup Software**
 - Software ceased to work, vendor will not support it.
 - We are now looking to find a replacement.
- **Backup System**
 - RFP Parts are showing up
- **Maas360**
 - No reported problems
 - Will drop from this report
- **Retention Training (email)**
 - June classes have been announced
- **Public Record Requests Last 2 Weeks**
 - 5 = Requests received
 - 0 = Forwarded to departments
 - 6 = Completed
 - 0 = Pending review
 - 0 = Pending Closure
 - 0 = Litigation hold
 - 0 = Pending 3rd party notice
 - 4 = 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)** Department update and miscellaneous

10:15

PUBLIC WORKS DEPARTMENT

Tony Garcia

a) Bid Opening:

- 1) Port Kelly Road Railroad Crossing
- 2) Dodd Road Railroad Crossing

b) Consent Agenda Items:

- 1) Resolution _____ - Initiating a County Road Project designated as CRP 19-01, Lower Waitsburg Road, MP 4.23 – MP 6.25
- 2) Resolution _____ - Signing a Rural Arterial Program Project Agreement for Construction Proposal (Project Number 3619-01, Lower Waitsburg Road)

c) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF INITIATING A
COUNTY ROAD PROJECT
DESIGNATED AS CRP 19-01 LOWER
WAITSBURG ROAD, MP 4.23 TO MP
6.25

RESOLUTION NO.

WHEREAS, Lower Waitsburg Road is a rural major collector road with substandard vertical and horizontal curves, insufficient clear zone, poor sight distance; and

WHEREAS, Lower Waitsburg Road has been selected to receive Rural Arterial Trust Account (RATA) funds; and

WHEREAS, Lower Waitsburg Road is listed on the Six Year Transportation Plan; now therefore

BE IT HEREBY RESOLVED that Lower Waitsburg Road, MP 4.23 to MP 6.25, Road Log No. 96110, located in Sections 16, 21, and 28 of Township 8N, Range 36E, be improved as follows:

Reconstruct, realign and widen Lower Waitsburg Road to meet current design standards and provide clear zone.

This project is declared to be a public necessity and the County Engineer is hereby authorized to proceed with the improvement for Lower Waitsburg Road project. The County, acting in the public interest will use its right of eminent domain to acquire property, if necessary, in conformity with the laws of the State of Washington.

IT IS FURTHER RESOLVED that appropriation from the officially adopted road fund budget and based on the County Engineer's estimate be made in the amounts and for the purpose shown:

Purpose	RATA	County Funds	Total
Design	\$84,600	\$9,400	\$94,000
Right of Way	\$54,000	\$6,000	\$60,000
Construction	\$1,661,400	\$738,600	\$2,400,000

[X] This project is included in the officially adopted annual road program as Item No. [13]

[] This project is hereby made a part of the officially adopted annual road program in accordance with RCW 36.81.130

Passed this 28th day of May, 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 SIGNING A
RURAL ARTERIAL PROGRAM
PROJECT AGREEMENT FOR
CONSTRUCTION PROPOSAL

}

RESOLUTION NO.

WHEREAS, Lower Waitsburg Road MP 4.23 to MP 6.25 is structurally deficient; and

WHEREAS, Lower Waitsburg Road MP 4.23 to MP 6.25 has been selected by the County Road Administration Board to receive project funds to reconstruct, realign and widen the road; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby enter into said Agreement and the Chair of the Board shall sign same in the name of the Board.

Passed this 28th day of May, 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*

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



To: Board of County Commissioners

From: Tony Garcia, Public Works Director

Date: 22 May 2019

Re: Director's Report for the Week of 20 May 2019

Board Action: 28 May 2019

In the Matter of a Bid Opening – Pork Kelly Railroad Crossing

In the Matter of a Bid Opening – Dodd Road Railroad Crossing

In the Matter of Initiating a County Road Project Designated as 19-01, Lower Waitsburg Road, MP 4.23 to MP 6.25

In the Matter of Signing a Rural Arterial Program Project Agreement for Construction Proposal – Lower Waitsburg

ENGINEERING:

- Blue Creek Bridge/Mill Creek FH: Blue Creek temporary bridge is in place. Traffic will be placed on detour June 4.
- Whitman Dr. W.: Contractor is working on grading and placing crushed rock.
- Mill Creek Road MP 1.1 to MP 3.96: Right of way Project Funding Estimate (PFE) is complete and under review.
- Mud Creek: Working on right of way.
- Middle Waitsburg Road MP 6.1 to MP 7.92: Working on right of way plans. Consultant is working on cultural resource survey.
- Port Kelly Rd & Dodd Rd Railroad Crossing: Projects are out to ad. Bid opening is 28 May.

MAINTENANCE/FLEET MANAGEMENT:

- Chip Seal is back on after being rained out for a few days, so far, we have chip sealed about 3.68 miles over less than two days.
- Top course is all delivered.
- Vegetation/Signs – Spraying as weather permits.
- Garage – Routine and preventive maintenance.
- Garage fueling procedures change June 3rd.
- Mechanic II and Maintenance Tech 1 postings closed.
- Meeting with Department representatives to discuss fleet needs for 2020.

ADMINISTRATION:

- Met with the Corps of Engineers to discuss the Mill Creek GI Study
- Had a radio interview with KUJ pertaining to the Mill Creek GI Study and the Locally Preferred Plan (LPP)
- Attended a Mill Creek Coalition Meeting where we discussed levee setbacks as a potential LPP element
- Started the 6-Year Priority Planning process to evaluate and rank County-wide projects

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) **Action Agenda Items:**
 - 1) Proposal 2019 05-28 HR/RM
Approval of Memorandum of Agreement – Trial Period of new work schedule for Facilities Department
- d) 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

FACILITIES MAINTENANCE

Ron Branine

- a) Department update and miscellaneous



Facilities Department

To: Board of County Commissioners

From: Ron Branine

Date: May 28th, 2019

Resolutions/Proposals:

Update:

- Still capturing data for the preventative maintenance plan and schedule. Getting closer on gathering all data and have started at the Fairgrounds.
- Lot's of plumbing issues. The mainline break in the Courthouse alley has been replaced and the concrete poured back. Will be open this week. We had a flood in the Old Jail caused by a broken tank on a toilet. We are still in the process of drying out but no long-term damage done. We are having to fix the well in the alley between the Courthouse and Jail. The pump failed and we found the pipe degraded enough that it was restricting water flow.

ADMINISTRATION:

11:15

SHERIFF

Mark Crider

a) Consent Agenda Items:

- 1) Resolution _____ - Interlocal Agreement between Walla Walla County and the City of Waitsburg relating to Law Enforcement Services
- 2) Resolution _____ - Approving out of state travel for Sheriff's Office employee (Maas)

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN
INTERLOCAL AGREEMENT
BETWEEN WALLA WALLA
COUNTY AND THE CITY OF
WAITSBURG RELATING TO LAW
ENFORCEMENT SERVICES

RESOLUTION NO. **19**

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

WHEREAS, the City of Waitsburg has submitted an agreement, Interlocal Agreement Between Walla Walla County and the City of Waitsburg Relating to Law Enforcement Services, for consideration by the County; and

WHEREAS, the Walla Walla County Sheriff has reviewed said agreement and recommended approval; and

WHEREAS, the County Prosecuting Attorney has reviewed and approved said agreement; now therefore

BE IT RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said new Interlocal Agreement Between Walla Walla County and the City of Waitsburg Relating to Law Enforcement Services and shall sign same.

BE IT FURTHER RESOLVED that previous agreements and addendums will be terminated.

Passed this 28th day of May, 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

INTERLOCAL AGREEMENT BETWEEN WALLA WALLA COUNTY AND THE CITY OF WAITSBURG RELATING TO LAW ENFORCEMENT SERVICES

(FOR THE YEARS 2019, 2020, 2021 and 2022)

THIS AGREEMENT is effective the 1st day of January 2019 by the County of Walla Walla, a political sub-division of the state of Washington, ("COUNTY") and the City of Waitsburg, ("CITY").

RECITALS

The CITY is entirely within the COUNTY; and

The CITY possesses the power, legal authority and responsibility to provide law enforcement services to the citizens within its boundaries; and

The COUNTY, through the Walla Walla County SHERIFF'S Office ("SHERIFF") provides law enforcement services to the citizens of Walla Walla County; and

The COUNTY has the power and legal authority to extend those law enforcement services into the CITY; and

Chapter 39.34 RCW authorizes two or more public entities to contract to perform functions which each may individually perform; and

The CITY desires to enter into an agreement with the COUNTY whereby the COUNTY, through the SHERIFF, will provide quality law enforcement services to the CITY and its citizens; and

The COUNTY agrees to render such law enforcement services through the SHERIFF'S Office subject to the terms hereof;

AGREEMENT

NOW THEREFORE, in consideration of the covenants, conditions, performances, and promises contained in this Agreement, the parties agree as follows:

1.0 BASE LEVEL SERVICES

The COUNTY shall provide within CITY limits the following law enforcement services, for a minimum of **25 hours** per week for each month that this Agreement remains in effect, rendering such services at the same level, degree and type as is customarily provided by the COUNTY in the surrounding unincorporated Walla Walla County unless otherwise set forth in this Agreement. COUNTY will provide the following specific services which are customary to the CITY: routine patrols of the CITY, including foot, vehicular patrols, community policing services such as vacation checks of homes, courtesy safety inspections, agency referrals, attendance at school events, checking security of businesses, and personal contacts as are customary in a

small CITY. COUNTY will not provide routine animal control and civil ordinance enforcement.

1.1 PATROL SERVICES. Police Patrol Services shall constitute the first response for the enforcement of state law and selected CITY criminal and traffic ordinances. Patrol services shall include reactive patrol to respond to calls for service from residences and businesses, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable city ordinances and state traffic codes. The deputies assigned to the area in accordance with this Agreement will provide patrol services to the CITY during their scheduled work shifts.

1.2 INVESTIGATIVE SERVICES. Investigative Services shall consist of criminal investigations by patrol deputies and/or detectives investigating all detected and reported crimes which are customarily provided by the county in the surrounding unincorporated portions of Walla Walla County.

1.3 SPECIAL SERVICES. Special services provided under this Agreement may include but are not limited to Search & Rescue, hostage negotiations, Special Weapons and Tactics Emergency Services Unit (SWAT ESU), sex offender registration, community crime prevention, Drug Abuse Resistance Education (DARE) **and the monthly tracking and reporting of hours worked in the City.**

1.4 SUPPORT SERVICES. Support services provided under this Agreement, separate and apart from the Patrol Services, Investigative Services, and Special Services as set forth above and not to be considered part of the minimum of **25** hours per week, may include planning and research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, records, internal investigations and contract administration.

1.5 CRIMINAL JUSTICE SUPPLEMENTAL SERVICES. COUNTY will provide for all costs and services related to the prosecution, defense and punishment of those accused of crimes and traffic infractions within the CITY, including but not limited to jail fees, prosecution and court costs, jury and witness fees, interpreter fees and assigned counsel, *provided*, that the CITY will be responsible for these costs as they relate to enforcement of any City ordinances.

1.6 EVIDENCE. Evidence or any Property collected as a result of investigations occurring within the CITY will be processed in the same manner used for Sheriff's Office investigations occurring in the unincorporated portions of the COUNTY.

2.0 SUPPLEMENTAL SERVICES

2.1 DISPATCH SERVICES. These services are contracted with the City of Walla Walla WESCOMM to perform such functions that are necessary for emergency calls and dispatch. The Emergency Management Communications Advisory Board (EMCAB) is an advisory board made up of users within Walla Walla County. These members set fees and policy for EMCAB. The CITY shall pay for calls for service within the CITY. These costs have been incorporated into the total amount to be paid by the CITY as set forth in EXHIBIT A which is attached and incorporated by this reference.

3.0 ORGANIZATION

The COUNTY will provide the services identified in Sections 1 and 2 through the following organization:

3.1 LIAISON. Liaison will be provided through the Sheriff or a specifically identified Walla Walla County SHERIFF'S Office designee. The Sheriff or designee will handle the day-to-day operational concerns identified by the CITY'S City Council and residents. In addition, the Sheriff or designee will be available to the CITY during mutually agreed upon days and hours, for activities such as meetings of the council, appropriate community meetings, CITY staff meetings and Special Events as needed. These meetings or activities may be included in the 25 hours level of service as set forth in Section 1.0 above. The Sheriff or designee will be available as needed for contacts and coordination with the CITY'S department heads, including fire, wastewater, planning, and public works.

3.2 ASSIGNED PERSONNEL. Personnel will be dedicated to the law enforcement needs of the City as a part of the routine patrols of Walla Walla County and will respond to calls in the City in a timely manner as needed and at the discretion of the patrolling deputy.

3.3 Access to City Hall. Deputies will be granted 24 hours per day/7 days a week access to City Hall for the use of the facility for restroom purposes.

4.0 REPORTING

4.1 REPORTING - (Calls for Service) Calls for service that are within the CITY boundaries will be maintained to enable accurate data collection on criminal and traffic activity and on dispatched calls for service.

4.2 SIGNIFICANT OCCURRENCE. The Mayor or designee will be promptly notified in the event of a significant criminal occurrence or other major event within the CITY.

4.3 PERIODIC REPORTS. The SHERIFF will provide quarterly reports on criminal and traffic activity within the CITY limits and on law enforcement services provided under this Agreement. Such reports shall address FBI NIBRS Part I / Group A crimes committed within CITY limits and other categories specifically requested by the City, including, but not limited to the listing of calls for service, call response times, updates concerning criminal investigations if it will not hamper an ongoing investigation, and whether reports regarding these investigations have been forwarded to the Prosecuting Attorney Office for their disposition.

4.4 MEDIA RELEASES. Sheriff's Office will conduct and do all press releases pertaining to major crimes. The CITY shall not issue any media releases regarding criminal investigations conducted pursuant to this Agreement without prior approval of the SHERIFF or his designee.

5.0 PERSONNEL AND EQUIPMENT

5.1 The COUNTY is not acting as an agent of the CITY, but is acting as an independent contractor so that:

5. 1.1 Control of personnel (except for operational assignments as set forth in this Agreement), standards of performance, discipline and all other aspects of performance shall be governed entirely by the COUNTY;

5.1.2 All persons rendering services shall be for all purposes employees of the COUNTY.

6.0 PERFORMANCE REVIEW SCHEDULE

6.1 The SHERIFF or the SHERIFF'S designee shall meet with the CITY in April, August, and November of each year, or sooner if required, to discuss performance under this Agreement. The SHERIFF or the SHERIFF'S designee will provide summaries of activity and budget updates at these meetings, as well as, reports identified in Section 4.0 of this Agreement. The CITY shall have an opportunity to comment on its satisfaction with the service delivered and to request adjustments or modifications.

7.0 COMPENSATION-BASE LEVEL SERVICES

7.1 CONTRACT AMOUNT. During the term of this Agreement, and in consideration for the base level services provided by the COUNTY as set forth herein, the CITY promises to pay the COUNTY a quarterly sum equal to one-quarter the yearly cost determined according to Exhibit A, which is attached and incorporated by reference.

7.2 BILLING. The CITY will be billed in equal quarterly amounts for services rendered. The payments are due within 30 days after invoicing by the COUNTY. Payment shall be made to:

Walla Walla County Sheriff
240 W Alder, Suite 101
Walla Walla, WA 99362

7.3 NOTIFICATION OF ADJUSTMENT/ANNUAL REVIEW. The cost for contract services during the term of this Agreement is set forth in Exhibit A. Beginning September 15, 2019, and each year thereafter for the duration of this Agreement and any extension thereof, the COUNTY shall notify the CITY of the projected costs for the next calendar year of this Agreement (e.g. September 15, 2019 for the calendar year 2020, September 15, 2020 for the calendar year 2021, etc.). The COUNTY shall confer with the CITY concerning the projected costs and services, and the agreement shall continue utilizing the new costs unless terminated. The intent of this provision is to allow for uninterrupted delivery of service by the COUNTY to the CITY.

8.0 CITY RESPONSIBILITIES

In support of the COUNTY providing the services described in Section 1 and 2 above, the CITY promises:

8.1 To supply at its own cost and expense any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the CITY.

9.0 DURATION

This Agreement will become effective 12:01 a.m., January 1, 2019, provided the Agreement has been duly authorized and signed by both parties. If authorized and signed thereafter by both parties, it shall become effective on a date of the affixing hereto of the last signature. This Agreement shall expire at 11:59 p.m., December 31, 2022, unless extended in writing. In the event that neither party gives notice to the other party to extend or not extend the Agreement, this Agreement shall automatically continue for a maximum of 120 days after the expiration date, in order to provide for uninterrupted service.

10.0 TERMINATION PROCESS

Each party may initiate a process to terminate this Agreement as follows:

10.1 The provisions of RCW 39.34.180 notwithstanding, either party desiring to terminate this Agreement shall provide written notice to the other party no less than three months prior to the effective date of termination.

10.2 Upon receipt of such notice, the parties agree to commence work on and to complete within 90 days a transition plan providing for an orderly transition of responsibilities from the COUNTY to the CITY over a minimum time frame of three months, including the 90 days to complete the transition plan. The transition plan shall identify and address personnel, capital equipment, workload, and other issues related to the transition. Each party shall bear its respective costs in developing the transition plan.

11.0 NOTICES

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when delivered personally or when sent by certified or registered mail to the following:

Any notice to WALLA WALLA COUNTY shall be sent or delivered to:

Walla Walla County Sheriff
240 W Alder, Suite 101
Walla Walla, WA 99362

Any notice to the CITY OF WAITSBURG shall be sent or delivered to:

City of Waitsburg
PO BOX 35
147 Main Street
Waitsburg, WA 99361

12.0 INDEMNIFICATION

12.1 The COUNTY shall protect, save harmless, indemnify and defend, the CITY, its

elected and appointed officials, officers, employees and agents, from any and all loss or claim for damages of any nature whatsoever resulting from any act or omission in the performance of this Agreement by the COUNTY, its elected or appointed officials, officers, employees, or agents. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility that arises in whole or in part from the existence or effect of CITY ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding excluding any challenge raised in the defense of a criminal prosecution or appeal thereof is commenced in which the enforceability and/or validity of any such CITY ordinance, rule or regulation is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

12.2 The CITY shall protect, save harmless, indemnify and defend, at its own expense, the COUNTY, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the performance of this Agreement and based on the act or omission of a CITY employee, elected official or agent, including claims by the CITY'S employees or third parties, except for those damages solely caused by the negligence or willful misconduct of the COUNTY, its elected or appointed officials, officers, employees or agents.

12.3 INDUSTRIAL INSURANCE ACT IMMUNITY WAIVER. Each party hereby waives its immunity under the Washington Industrial Insurance Act solely for the purpose of indemnifying the other party for claims made by employees of the indemnifying party. This provision is intended solely to augment the indemnity provisions in this Agreement and shall not accrue to the benefit of any third person. It shall not be construed in any manner to waive either party's immunity against a claim by an employee against an employer.

13.0 AUDITS AND INSPECTIONS

The records and documents regarding all matters covered by this Agreement shall be subject to inspection, review or audit by the COUNTY or the CITY during the term of this Agreement and for a period of three years after termination.

14.0 AMENDMENTS

This Agreement may be amended at any time by mutual written agreement of the parties.

15.0 CONTRACT ADMINISTRATION

The parties shall each appoint a Contract Administrator to review performance and other issues that are not related to day-to-day operations. Each party shall provide the other party with the name of its appointed Contract Administrator. The Contract Administrators will meet as needed. Either party may call additional meetings with ten days prior written notice to the other party. Any problem that cannot be resolved by the Contract Administrators shall be referred to the CITY Mayor or designee and the County SHERIFF or designee for settlement.

16.0 NO THIRD-PARTY BENEFICIARY

Interlocal between Waitsburg and Walla Walla County For Law Enforcement Services 6

The COUNTY and the CITY agree that this Agreement shall not confer third party beneficiary status on any non-party, including the citizens of either the COUNTY or the CITY.

17.0 LEGAL REQUIREMENTS

Both parties shall comply with all applicable federal, state and local laws in performing this Agreement.

18.0 DISPUTE RESOLUTION

The parties recognize that their constituents are best served by good faith cooperation by the parties in carrying out this Agreement. In the event of a dispute concerning this Agreement, the parties will first attempt resolution through good faith negotiations. If the parties are unable to resolve their dispute through such negotiations, the parties shall select a mutually agreed upon mediator. The mediator shall be, if possible, a current or former law enforcement professional with department head experience. The costs and fees of the mediator shall be borne equally by the parties. In the event after the dispute is unresolved at the conclusion of such mediation, this Agreement shall cease to be binding effective upon its then-current expiration date.

19.0 VENUE

The laws of the State of Washington shall be applicable to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any of its provisions shall be brought in the Superior Court of Walla Walla County, Washington.

20.0 ENTIRE AGREEMENT, WAIVER OF DEFAULT

The parties agree that this Agreement is the complete expression of its subject matter and terms and any oral representations or understandings not incorporated in this Agreement are excluded. Both parties recognize that time is of the essence in the performance and the provisions of this Agreement. Waiver of any default shall not be deemed as a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the non-breaching party, which shall be attached to the original Agreement.

21.0 SEVERABILITY

Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

22.0 DISPOSITION OF EARLIER AGREEMENT

The current Interlocal Agreement between the parties pertaining to law enforcement services shall be terminated effective on the commencement date of this Agreement.

23.0 ATTACHMENTS

The following attachments are incorporated by reference as if set forth in full in the body of this interlocal agreement.

EXHIBIT A: Compensation – Base Services

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as authorized by each party's governing body.

WALLA WALLA COUNTY

Date: _____

Chairman

Commissioner

Commissioner

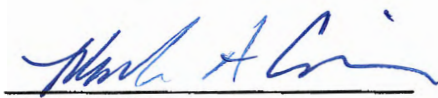
CITY OF WAITSBURG

Date: 4/17/19

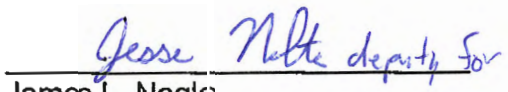

Marty Dunn, Mayor


Randy Hinchliffe, City Clerk

RECOMMENDED FOR SIGNATURE BY:


Mark A. Crider
Walla Walla County Sheriff

APPROVED AS TO FORM:


James L. Nagle
Walla Walla County Prosecuting Attorney

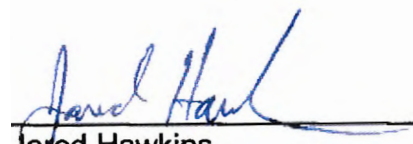

Jared Hawkins
City Attorney

EXHIBIT A

Compensation- Base Service:

In consideration for the base level of service provided by the COUNTY as more fully described in Section 1.0 of this Agreement, the CITY agrees to pay the COUNTY the amounts set forth below through the term of this Agreement:

2019 Eighty Thousand and 00/100 dollars (\$80,000.00) for the calendar year 2019. Payment shall be in four equal quarterly amounts of Twenty Thousand and 00/100 dollars (\$20,000.00) as follows:

1. For Services January – March 2019, \$20,000.00 billed in March 2019, due by April 30, 2019.
2. For Services April – June 2019, \$20,000.00, billed in June 2019, due by July 31, 2019.
3. For Services July – September 2019, \$20,000.00, billed in September 2019, due by October 31, 2019.
4. For Services October – December 2019, \$20,000.00, billed in December 2019, due by January 31, 2020.

2020 Subject to adjustment as provided in Section 7.3 of the Agreement, no less than Eighty Thousand & 00/100 Dollars (\$80,000.00) for the calendar year 2020. Payment shall be in the amount of one-quarter of the annual amount as determined under Section 7.3 of the Agreement to be billed and paid according to the schedule outlined for the 2019 calendar year above.

2021 Subject to adjustment as provided in Section 7.3 of the Agreement, no less than Eighty Thousand & 00/100 Dollars (\$80,000.00) for the calendar year 2021. Payment shall be in the amount of one-quarter of the annual amount as determined under Section 7.3 of the Agreement to be billed and paid according to the schedule outlined for the 2019 calendar year above.

2022 Subject to adjustment as provided in Section 7.3 of the Agreement, no less than Eighty Thousand & 00/100 Dollars (\$80,000.00) for the calendar year 2022. Payment shall be in the amount of one-quarter of the annual amount as determined under Section 7.3 of the Agreement to be billed and paid according to the schedule outlined for the 2019 calendar year above.

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
OUT OF STATE TRAVEL FOR
SHERIFF'S OFFICE EMPLOYEE
(MAAS)



RESOLUTION NO. **19**

WHEREAS, Walla Walla County Sheriff Mark Crider has requested out of state travel approval for Corporal Kevan Maas to attend the 2019 Primary Weapons Systems Armorer's Course to be held June 11 – 12, 2019 in Meridian, Idaho; and

WHEREAS, said training will benefit the citizens of Walla Walla County; and

WHEREAS, pursuant to County policy, an Employee Travel Authorization form has been submitted; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that out of state travel as outlined above is approved.

BE IT FURTHER RESOLVED that additional time to travel to or from said training, if needed, is also approved.

Passed this 28th day of May, 2019 by Board members as follows: Present or Participating via other means, and by the following vote: Aye Nay Abstained Absent.

Attest:

Connie R. Vinti, Clerk of the Board

James K. Johnson, Chairman, District 1

Todd L. Kimball, Commissioner, District 2

James L. Duncan, Commissioner, District 3

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



Mark A. Crider
Sheriff

WALLA WALLA COUNTY SHERIFF'S OFFICE

240 West Alder Street, First Floor
Walla Walla, WA 99362-0220


Sheriff's Office (509) 524 - 5400
Fax (509) 524 - 5480
Dispatch (509) 527 - 3265
Toll Free (866) 527 - 3268
Email: sheriff@co.walla-walla.wa.us

Joe Klundt *Undersheriff*
Richard Schram *Chief Criminal Deputy*
Ron Varner *Chief Civil Deputy*

Memorandum

Date: May 9, 2019

To: Board of County Commissioners

From: Ron Varner, Chief Civil Deputy 

RE: Out of state travel: Kevan Maas

Kevan Maas is requesting travel to the 2019 Primary Weapons Systems Armorer's Course, in Meridian, Idaho on June 11 – 12, 2019. The course is to demonstrate the MK1 & MK2 Series rifles, the working components, user maintenance, along with assembly and replacement parts needed in the agency's inventory.

Recommendation:

The Walla Walla County Board of Commissioners approve this out of state travel request.



WALLA WALLA COUNTY SHERIFF'S OFFICE

240 West Alder Street, First Floor
Walla Walla, WA 99362-0220

John A. Turner
Sheriff

TRAINING REQUEST FORM

*******COURSE INFORMATION*******

NAME: Cpl. Kevan Maas SID# DATE: 04/22/19

COURSE TITLE: PWS Armorer's Course COURSE # PSW - 2019
(course description must be attached)

DATE & TIME: June 11th - 12th # OF HOURS: 16

LOCATION: Boise, Idaho

PREREQUISITES: No LIST: n/a
(yes or no)

JUSTIFICATION FOR TRAINING: Patrol rifle program maintenance and equipment safety.

NAMES OF OTHER STAFF ATTENDING: Cpl. Kevan Maas

*******SHIFT COVERAGE*******

COVERAGE NEEDED? None WHO WILL COVER? N/A

*******COST OF TRAINING*******

PER DIEM PAID? Yes REGISTRATION FEE: \$350

MEALS NEEDED? 2x B, 0x L, 1x D LODGING NEEDED? Yes, 2 Nights
(# of breakfasts, lunches & dinners) (# of nights)

TRANSPORTATION? County Patrol Vehicle
(county or private vehicle)

*******ROUTING*******

SUPERVISOR'S SIGNATURE: [Signature] APPROVED? yes DATE: 4/22/19

COMMENTS: _____

CHIEF DEPUTY SIGNATURE: [Signature] APPROVED? yes DATE: 4/22/19

COMMENTS: A SECOND RIFLE ARMORER IS NEEDED.

SHERIFF'S SIGNATURE: [Signature] APPROVED? yes DATE: 4/23/19

COMMENTS: _____

**** REQUESTS ARE TO BE ROUTED EVEN WHEN DENIED ****

WWSO TRAINING REQUEST FORM 04/2015

PRIMARY WEAPONS SYSTEMS EVOLVE

2019 Primary Weapons Systems Armorer's Course

Primary Weapons Systems (PWS) will provide:

1. Detailed demonstration and discussion of MK1 and MK2 series rifles and major working components
2. Field stripping and user maintenance
3. Hands-on assembly of MK1 or MK2 series rifle In-depth trouble shooting
4. Standard and extended maintenance Replacement/wear parts schedule and recommended spare parts for armorer's inventory.

Tuition Cost is \$350 per student. All payments are due 30 days prior to the beginning of the course. Each course will consist of one to two days of 8 to ten hours of instruction, depending on attendees' experience and knowledge base. Upon completion of the course, participants will receive a certificate of completion.

Course Dates:

Session 1: March 12th and 13th (if filled) of 2019

Session 2: June 11th and 12th (if filled) of 2019

Session 3: September 12th and 13th (if filled) of 2019

*All courses begin at 9:00am. Dates are subject to change based on attendance levels. Lunches will be provided

by PWS; all transportation and accommodations are the participants' responsibility.

Please fill out and return the below Registration Information and the desired class date.

Registration:

Agency or Company name Walla Walla County Sheriff's Office

Address for billing and or mailing 240 W. Alder City Walla Walla State WA

Attendee Name Kevan Maas Phone 509-876-9663 Email kmaas@co.walla-walla.wa.us

Emergency Contact Sgt. Steven Duehn Phone 509-876-9603

Primary Weapons Systems | 255 N. Steelhead Way, Boise ID 83704 | PH: 208-344-5217
Primaryweapons.com | customerservice@primaryweapons.com

*emailed 4/23/19
1:30 PM*

11:30

JOINT FINANCIAL UPDATE

**Karen Martin
Gordon Heimbigner**

- a) 2019 Budget update**

11:45

COUNTY COMMISSIONERS

- a) Miscellaneous business to come
before the Board

12:00

RECESS

a) Consent Agenda Items:

- 1) Resolution _____ - Proposed Amendment submitted by Walla Walla County to Title 3, Chapter 3.08, Walla Walla County Code, Amending the land development application fees, for the purpose of recovering some portion of the processing cost of zoning, platting, and other land use and development related permit applications, and setting a date of public hearing to consider the amendment
 - 2) Resolution _____ - 2018 County Comprehensive Plan and Development Regulations Final Docket, and Setting a date to continue the public hearing of December 18, 2018 to consider the requests
- b) Workshop re 2018 Population Targets and Land Capacity Analysis**
- c) Department update and miscellaneous**

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF A PROPOSED
AMENDMENT SUBMITTED BY WALLA
WALLA COUNTY TO TITLE 3,
CHAPTER 3.08, WALLA WALLA
COUNTY CODE, AMENDING THE
LAND DEVELOPMENT APPLICATION
FEES, FOR THE PURPOSE OF
RECOVERING SOME PORTION OF
THE PROCESSING COST OF ZONING,
PLATTING, AND OTHER LAND USE
AND DEVELOPMENT RELATED
PERMIT APPLICATIONS, AND
SETTING A DATE FOR A PUBLIC
HEARING TO CONSIDER THE
AMENDMENT



RESOLUTION NO.

WHEREAS, Walla Walla County has not increased land development fees since 2007, while the cost of processing land use planning applications have become increasingly complicated and contentious, requiring more County staff time to perform duties required by State laws and Walla Walla County Code; and

WHEREAS, the Walla Walla County Land Development fees do not currently compensate the County for its costs of processing land use planning applications and preparing detailed reports and statements required by Walla Walla County Code, and State law; and

WHEREAS, RCW 36.32.120 authorizes the Board of County Commissioners to establish a fee schedule to recover some portion of the cost of processing land use planning applications; and

WHEREAS, Walla Walla County Title 3, Chapter 3.08 requires that the planning department establish fees for land use planning applications; and

WHEREAS, the Board of County Commissioners conducted a workshop regarding proposed changes to Walla Walla County Code Title 3, Chapter 3.08 on February 11, 2019 and on April 2, 2019; and

WHEREAS, it is necessary to hold a public hearing to consider the proposed changes; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that, pursuant to Walla Walla County Code, a public hearing to receive testimony from the public regarding this proposal and to consider the proposal, shall be set for June 17, 2019 at 1:30 p.m.

BE IT FURTHER RESOLVED required notice of said hearing shall be done by the Walla Walla County Community Development Department.

*Passed this 28th day of **May, 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 THE 2018 COUNTY
COMPREHENSIVE PLAN AND
DEVELOPMENT REGULATIONS FINAL
DOCKET, AND SETTING A DATE TO
CONTINUE THE PUBLIC HEARING OF
DECEMBER 18, 2018 TO CONSIDER
THE REQUESTS



RESOLUTION NO.

WHEREAS, Walla Walla County received eight non-County applications for the 2018 County Comprehensive Plan and Development Regulations amendment cycle from members of the public, and the County presented a proposal, constituting the 2018 Preliminary Docket; and

WHEREAS, pursuant to Walla Walla County Resolution 18-068 the Board of County Commissioners established the 2018 County Comprehensive Plan and Development Regulations docket; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that, pursuant to Walla Walla County Code, a series of public hearings for each application shall be continued beginning at 1:30 p.m. on Monday, June 24, 2019 in County Commissioners' Chambers, Walla Walla County Public Health and Legislative Building, 314 West Main, Walla Walla, to receive testimony and consider the below-listed applications:

- CPA18-001/ZCA18-001 Walla Walla County Comprehensive Plan and Development Regulations Periodic Update;
Monday, June 24, 2019 at 1:30 p.m., or as close thereto as possible;
- CPA17-005/REZ17-005/ZCA17-005 City of College Place #1: Martin Field UGA (Urban Growth Area) Removal, Re-designation, Map and Text Amendments. (This item was withdrawn by the City of College Place on December 18, 2018 and is not under consideration for approval by the Board. However, comment will be allowed on the withdrawal of the item by the City of College Place.)
Monday, June 24, 2019 at 1:30 p.m., or as close thereto as possible;
- CPA17-006/REZ17-006 City of College Place #2: SR-125 Corridor UGA Expansion and Technical Map Corrections;
Monday, June 24, 2019 at 1:30 p.m., or as close thereto as possible;
- CPA17-008/REZ17-008 City of Walla Walla: South – 3rd and Langdon UGA Removal;
Monday, June 24, 2019 at 1:30 p.m., or as close thereto as possible;
- CPA17-004/REZ17-004 Sheryl Cox: Walla Walla Community College UGA Expansion;
Monday, June 24, 2019 at 1:30 p.m., or as close thereto as possible;

County Comprehensive Plan and setting date to continue public hearing

BE IT FURTHER RESOLVED required notice of said hearing shall be done by the Walla Walla County Community Development Department.

Passed this 28th day of May, 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*



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: Tom Glover, Director
Lauren Prentice, Principal Planner
Date Prepared: May 16, 2019
Agenda Date: May 28, 2019
RE: Workshop – 2018 Population Targets and Land Capacity Analysis

The following memo is intended to bring together the County's analysis of 20-year population projections, allocations between cities, and our Land Capacity Analysis. This is a summary of the analysis and more information is available in the attached reports and documentation.

Sections

Section 1: Growth Management Act (GMA) Background (Page 2)
Section 2: 20-year Population Projections and Allocations (Page 2)
Section 3: Land Capacity Analysis Methodology (Page 5)
Section 4: Revised County LCA – changes and results (Page 9)
Section 5: Future Reviews (Page 11)

Attachments

- A. Technical Memorandum: Population Projection & Allocation, by The Watershed Company, dated 1/17/2018
- B. Email from City of Prescott Mayor Steve Heimbigner dated 2/5/2018
- C. Email from City of Waitsburg City Administrator Randy Hinchliffe dated 2/5/2018
- D. Letter from City of Walla Walla Development Services Director dated 2/5/2018
- E. Letter from City of College Place Director of Community Development Jon Rickard dated 2/7/2018
- F. Planning Commission Resolution 18-01 dated 2/13/2018
- G. BOCC Resolution 18-068 dated 3/20/2018
- H. Letter to the City of College Place requesting additional information, dated 12/28/2018.
- I. Revised City of College Place LCA and background documentation received 1/15/2019, includes aerial photographs of parcels reviewed by City in preparation of the residential land supply analysis.
- J. Letter to the City of College Place providing update of County review, dated 2/12/2019.
- K. Email to the City of College Place providing requested background data from May 2018 Draft County LCA, dated 3/6/2019.
- L. Letter and other documentation provided by the City of College Place on 4/4/2019, includes letter and comments on individual parcels that were identified by County's May 2018 Draft LCA as vacant, underdeveloped, or redevelopable within the College Place UGA.
- M. Letter to the City of College Place regarding assumed future density, dated 5/16/2019.
- N. Table compiled by County staff comparing factors and results of City of College Place draft LCA documents, dated 5/16/2019.
- O. Technical Memorandum: Revised Land Capacity Analysis, by The Watershed Company, dated 5/16/2019, with the following attachments:
 - 1. Walla Walla County Land Capacity Analysis Results dated May 2019.

2. Technical Memorandum: Walla Walla County Available Land Supply and Population and Employment Capacity Methodology for Urban Growth Areas, dated December 2012 and May 2018, May 2019.
3. Technical Memorandum: Review of College Place Land Capacity Analysis, dated 5/16/2019, includes *Enclosure A* which shows the County's analysis of individual parcels within the unincorporated UGA.

SECTION 1: Growth Management Act (GMA) Background

The Washington State Growth Management Act (GMA) requires that urban growth areas (UGA) contain sufficient capacity to accommodate the projected urban growth for the 20-year planning period of the comprehensive plan. Not only must the County ensure that there is sufficient capacity to accommodate the projected 20-year growth target, the County must also ensure that UGAs are not oversized. Per WAC 365-196-310(2)(e), a UGA "may not exceed the areas necessary to accommodate the growth management planning projections, plus a reasonable land market supply factor, or market factor."

The County must estimate the capacity of current cities and UGAs to accommodate additional population and employment over the 20-year planning period based on a *land capacity analysis* (WAC 365-196-310(4)(b)(ii)).

The Washington State Office of Financial Management (OFM) prepares 20-year population projections at least once every five years (RCW 43.62.035) to be used in GMA planning. OFM provides a range of estimates consisting of a low, medium, and high population projections. Per statute (RCW 43.62.035), the medium OFM estimate represents the *most likely* scenario.

Per County Code, the County may consider amendments to UGA boundaries once every five years (WWCC 14.10.015). This gives the County and the cities opportunities to make changes based on new information and changes in growth patterns as needed; in other words, the County (in consultation with the cities) will not have to wait 20 years after completing the 2018 Periodic Update to revisit these long-range planning decisions.

SECTION 2: 20-year Population Projections and Allocations

For additional information regarding the population projections and allocations, review Attachment A, the Technical Memorandum prepared by The Watershed Company.

2005 REVIEW

The last time the County approved expansions to urban growth area boundaries was 2005, via Ordinance No. 322. The County approved several expansions to the Walla Walla and College Place UGA boundaries including the controversial Pennbrook/Illahee expansion to the Walla Walla UGA, which resulted in a challenge to the Growth Management Hearing Board. This was also when the Martin Airfield expansion to the College Place UGA was approved.

In 2005 the County adopted a Countywide planning target of 71,124 which fell between the 20-year medium and high projections provided by OFM. According to County Ordinance No. 322 (Page 4; Section 1.2.1), "a target in between the high and medium growth projections, with a City of Walla Walla UGA growth target of 15,000 from 2004-2025 is appropriate, in part because the expansion of the Washington State Penitentiary was not factored into the population projections prepared by the State Demographer in 2002."

In 2005 the County allocated the Countywide planning target (71,124) proportionally to the population in each jurisdiction in 2004. However, allocations to jurisdictions were not done consistently. For College Place, Waitsburg and Prescott, allocations were made based on the population of each incorporated city alone. For the City of Walla Walla, the allocation was made based on the population of the incorporated city AND the population of its unincorporated UGA. This is shown in Table 6 on Page 6 of the January 17 Technical Memorandum (Attachment A); 2005 targets shown below.

Jurisdiction	2025 Population	Percent of 2025 Total County Population Target
College Place	10,825	15.1%
Walla Walla	43,183	60.2%
Prescott	399	.6%
Waitsburg	1,525	2.1%
Rural Walla Walla County	15,702	22.0%
Total	71,724	100%

2012-2013 REVIEW

In 2013 the County decided to retain the existing Countywide planning target of 71,124 which fell between the medium and high estimates for 2033. The County and the cities of College Place and Walla Walla all concurred that even though the existing target was higher than the most likely outcome (the medium 2033 OFM projection), reducing the planning targets was not desirable as jurisdictions had been planning for several years based on the existing targets.

In 2013 the County revisited the allocations for College Place and Walla Walla and corrected the 2005 inconsistency; population was re-allocated based only on the populations within incorporated areas in 2004, the year used to set the Countywide target of 71,724 in 2005. The County and the cities of Walla Walla and College Place agreed on this re-allocation, concluding that it was consistent with Countywide Planning Policy (CPP) 3.7. This adjustment to the allocations reduced the City of Walla Walla target but did not impact College Place.

Each city's percentage of the total county population had remained virtually unchanged between 2004 and 2012. As a percentage of the countywide population, the City of Walla Walla population was 53.8% in 2004 and decreased to 53.7% in 2012. The City of College Place population was 15.1% in 2004 and decreased to 15.0% percent in 2012. If the targets had been adjusted in 2013 based on the 2012 population distribution, both the College Place and Walla Walla targets would have been reduced. Rather than reducing the targets, the County and cities agreed that in addition to retaining the Countywide target set in 2005, the County would use the same population distribution data, essentially retaining the existing targets (with the correction to the Walla Walla allocation). Below are the 2013 population targets.

Jurisdiction	2025 Population Target (retained in 2013)	Percent of 2025 Total County Population Target
College Place	10,825	15.1%
Walla Walla	39,530	55.1%
Prescott	399	.6%
Waitsburg	1,525	2.1%
Rural Walla Walla County	19,445	27.1%
Total	71,724	100%

2018 REVIEW

On April 1, 2017 OFM released the following 2038 GMA population projections for the County.

Year	Low	Medium	High
2038	59,050	67,132	75,872

In 2018 it was the recommendation of County's consultant, The Watershed Company, and Community Development Department staff, that the existing Countywide target (71,724) should be retained for the 2038 planning period, as well as the allocations. This recommendation is summarized in Attachment A, the January 17, 2018 technical memorandum by The Watershed Company. The Countywide target of 71,724 falls between the new medium and high projections for 2038. Again, this target is higher than the medium estimate which is the most likely outcome according to the State Demographer, as stated above in Section 1.

The OFM Countywide population estimate for 2017 is 61,400, so if the 2005 target of 71,724 is retained for 2038, we can expect a total population increase countywide of 10,324.

In early 2018, staff provided these recommendations to representatives of all four cities.

- In an email dated February 5, 2018 (Attachment B), City of Prescott Mayor Steve Heimbigner stated that Prescott's current population is about 320, which is slightly under the 2017 OFM estimate and that "the city is currently not considering expansion of any infrastructure elements." The Mayor did not provide any other comments (or objection) related to the recommended population projection and allocations.
- In an email dated February 5, 2018 (Attachment C), City of Waitsburg City Administrator Randy Hichliffe concurred with the recommended population projection and allocations.
- In a letter dated February 5, 2018 (Attachment D), City of Walla Walla Development Services Director Elizabeth Chamberlain supported retention of the current Countywide target of 71,124 but recommended that in the future the County and the cities should work together to amend the Countywide Planning Policies and establish a specific methodology for population projections and allocations.
- In a letter dated February 7, 2018 (Attachment E), City of College Place Director of Community Development Jon Rickard stated that he supported the proposed College Place allocation (10,825) and would incorporate it into the City's plan. He also stated that in the future, not as part of the 2018 Periodic Update, the city would like to have additional discussions with the County regarding the population projections and allocations.

On February 7, 2018, as part of the preliminary docket review process in early 2018, the County Planning Commission held a public hearing on the recommendation to retain the existing population target of 71,124. The Planning Commission recommended unanimously that the existing population projections and allocations be included for consideration on the County's final 2018 docket (see Attachment F: Resolution 18-01, Page 3). On March 20, 2018, the Board of County Commissioners concurred with the Planning Commission's recommendation via Resolution 18-068 (Attachment G).

Five months later, via letter on July 12, 2018, City of College Place Director of Community Development Jon Rickard stated that the County's draft Comprehensive Plan contains "an error" in the calculation of the City of College Place's 2038 population target. College Place recommended

that the allocations should be modified based on population of incorporated cities as a proportion of the projected Countywide population increase (10,324); this is the difference between the 2017 OFM countywide population estimate (61,400) and the countywide target (71,724).

If the County adjusted the previous allocations for the 2005 countywide target based on the 2017 OFM population estimates, it would result in the following new allocations. The Walla Walla target would stay the same, the College Place target would increase, and the allocations to Waitsburg and Prescott would decrease. The County has not allocated any population to Burbank, but could because it is also a UGA.

Jurisdiction	2025 Population Target	2017 OFM Population Estimates	Percent of 2017 Total Population Estimate	2038 Targets based on 2017 population
College Place	10,825	9,440	15.4%	11,027
Walla Walla	39,530	33,840	55.1%	39,530
Prescott	399	330	.5%	385
Waitsburg	1,525	1,230	2.0%	1,437
Rural Walla Walla County	19,445	16,560	27.0%	19,344
Total	71,72	61,40	100%	71,724

This approach differs from the County's 2013 decision and what was agreed to last year (to retain the existing targets, which we know to be higher than the most likely outcome, the OFM medium projection). But, re-allocating the Countywide target based on current population distribution is also a reasonable approach.

SECTION 3: Land Capacity Analysis (LCA) Methodology

One of the County's primary goals for the review of UGAs in 2012-2013 was to work with the City of College Place and the City of Walla Walla to agree on a common methodology for determining the amount of available land supply and the population and employment capacity that would be used to determine the appropriate size of UGAs. This effort was led by the County's longtime planning consultant, Bill Stalzer who worked very closely with City of College Place and City of Walla Walla planning staff to develop a consensus methodology. This consensus methodology is similar to ones used elsewhere in the State, but it also reflected local land use policies and regulations, the availability of information, and the resources available to collect and analyze the information.

There were seven steps in the consensus UGA Residential Available Land Supply Methodology. When we began preparing for the 2018 review we concluded the best approach was to use the consensus methodology.

3-1: Estimating the Available Residential Land Supply

Here is a summary of the general process used in the County's LCA and some definitions for different terms and factors in the methodology. Attachment O, a May 16, 2019 Technical Memorandum by the Watershed Company, provides a detailed summary of the methodology.

1. ***Vacant and Underdeveloped Lands:*** The process begins by identifying the amount of vacant and underdeveloped land in each UGA based on Assessor's records, GIS data, and aerial photos.
 - a. ***Vacant*** lands are parcels classified as vacant on Assessor's records and that comply with minimum lot size required by their current zoning.

- b. **Underdeveloped** lands are parcels that are not classified as vacant by the Assessor, meet a minimum lot size requirement based on current zoning, and can accommodate additional development. The County used the following size requirements.
 - i. **Single-family residential zones** – parcels must be larger than three times the minimum lot size. After calculating the total acres of underdeveloped parcels, we accounted for land occupied by existing dwelling units, subtracted the product of the number of existing dwelling units, times the minimum lot area.
 - ii. **Multi-family residential zones** – parcels must be at least ½ acre in area. Three methods were used to verify that there is a building on the parcel (and thus it is not vacant): Assessor’s land use codes, Assessor’s floor area data, and aerial photography. After calculating the total acres of underdeveloped RM land, we reduced the total acres by 50% to account for land occupied by existing structures.
2. **Approved/Pending Lots and Dwelling Units:** To obtain a more accurate estimate of the available land supply, the analysis removes those parcels with an approved or pending land use action or development permit. The County exported data in March 2018 from our permit tracking system, TRAKiT, to identify parcels that need to be removed.
3. **Public Lands Deduction:** Lands in public use or ownership also are not available for residential development. These parcels are identified by reviewing two different Assessor’s data factors: property owner name and tax-exempt status. Port of Walla Walla parcels not removed.
4. **Critical Areas Deduction:** Since certain critical areas cannot be counted toward calculating a project’s quantity of “buildable” land according to WWCC 17.18.070C, they are deducted from the available land supply. The amount of land in stream corridors, wetlands, and floodways were deducted. However, buffers do not count toward the amount of land needed to meet minimum lot area standards and therefore were not deducted.
5. **Market Factor Deduction:** The 25% market factor is a recognition that not all land identified in the analysis is available for development: a property owner may have no desire to sell or develop his property; market conditions may make some properties unattractive for development; physical constraints may limit the desirability of some properties, etc. More information on the market factor is included below. The 25% market factor is established in the Countywide Planning Policy 3.2.
6. **Site Utilization Factor:** A site utilization factor is applied to the land available for development to account for roads and other public purposes typically required for new development (e.g. utility easements, stormwater facilities, active or passive open space, access). For the 2012-2013 analysis a factor of 65% utilization was used; this was based on an analysis of representative subdivisions in each of the UGAs between 2006-2012. The same factor was used by the County and the City of College Place for the 2018 analysis; the County did not review recent developments.

Result - Net Available Suitable Residential Land Supply: The resulting acreage after Steps 1-6 is the amount of land available for new residential uses.

Market Factor

GMA allows counties and cities to factor into their analysis a “market factor.” From WAC 365-196-310(4)(b)(ii)(F):

The purpose of the market factor is to account for the estimated percentage of developable acres contained within an urban growth area that, due to fluctuating market forces, is likely to remain undeveloped over the course of the twenty-year planning period. The market factor recognizes that not all developable land will be put to its maximum use because of owner preference, cost, stability, quality, and location.

The County and the cities previously adopted a 25% market factor which is applicable to all UGAs and stated in the countywide planning policies.

Urban Growth Area Countywide Planning Policy 3.2

10 to 20 year Office of Financial Management (OFM) population forecasts, as adjusted by the local jurisdictions, should be accommodated in UGAs. It can include up to 25% excess land to avoid tightening of urban land supply and increased costs. It is recognized that a portion of the growth will occur outside of UGAs at rural densities.

Prior to 2005 the Market Factor was 50% not 25%, the countywide planning policies were amended to reduce this factor in 2005. This change is explained in Ordinance 322 (Page 8; Section 1.2.10).

Staff proposed reducing this market factor to encourage increased UGA infill development. The 25% market factor is used by many other jurisdictions to encourage infill and ensure adequate UGA sizing. Adequate sizing is particularly important in Walla Walla to minimize the sprawl of urban growth into rural areas.

The County and the cities may want to reconsider the market factor again in the future, but that would require an amendment to the CPPs which were not under review in 2018.

3-2: Estimating the Available Residential Land Supply

Once the net available suitable residential land supply has been determined for each UGA, the population capacity is estimated using the following considerations.

1. Dwelling Unit Capacity Per Acre (assumed future density)
2. Approved/Pending Lots and Dwelling Units
3. Average Household Size

Assumed Future Density

Since the vacant and underdeveloped land supply for each district has already been adjusted for critical areas, public lands, a market factor, and a site utilization factor, the net dwelling unit capacity per acre for each district was applied based on the minimum lot size for the district. This is the approach outlined in the 2012-2013 consensus methodology which was used in the County's 2018 analysis.

County UGA residential districts	2018 County Assumed Density
R-96	4.5
R-72	6
R-60	7
RM	12

The average of these single-family residential density factors is 5.8 dwelling units per acre.

The Washington State Department of Commerce 2012 Urban Growth Area Guidebook provides five guidelines to assist jurisdictions in determining assumed densities.

1. Using achieved densities as assumed densities if they fit within expected values for particular zones and planned land use areas. Adjustments can be made based on recommendations from local jurisdictions.
2. Using a midpoint density between the maximum allowed under zoning and either the minimum allowed or achieved density. This approach may be more appropriate for multifamily zones, which often have a wide range of allowed densities.
3. Using selected recent planned developments as models for future development densities in a particular zone.
4. Ensuring that incorporated city UGA averaged assumed densities (over the entire city) remain above accepted thresholds of urban densities (e.g. four DUs per acre).
5. Ensuring that urban densities increase over current trends.

Basing the Assumed Future Density factor on the minimum lot size is consistent with Guideline 5, ensuring that urban densities increase over current trends.

The City of College Place provided the County with 10 drafts/versions of their Land Capacity Analysis over the last year; these versions are compared in a table compiled by County staff (Attachment N). The City used the following assumed density calculations for estimating capacity with the city limits, the average density for the City's three single-family residential zones is five dwelling units per acre, but in calculating the capacity within the city limits the city used different factors for each of the zones.

City Zoning District	Assumed Future Density
R-75	5
R-60	6
PUD	4
RM	12

Alternatively, the City of College Place used a single factor to estimate capacity within the unincorporated UGA. In the initial drafts of the College Place LCA, the City used the factor of 6

dwelling units per acre for the existing unincorporated UGA, and then in May of 2018 the City changed the UGA assumed density factor for the existing unincorporated UGA to 5 dwelling units per acre. These changes are tracked in Attachment N. In a letter on April 4, 2019 (Attachment L), City of College Place Director, Jon Rickard, provides the following rationale for reducing the assumed density factor to 5 dwelling units per acre.

During the most recent update cycle, the City consolidated several zoning districts into one single family district with a density of 4-7 dwelling units per acre. In addition, we have eliminated the alternative standards allowed in planned unit developments and are updating our regulations so that there is a single set of regulations and standards applicable to new subdivisions in the City. As a result, we have projected future single-family development at a density of 5 dwelling units per acre, which we believe is more realistic than the 4.5 – 7 dwelling units per acre utilized in the County Analysis.

It is not clear from the documentation provided by the City how this alternative approach is consistent with the Department of Commerce Guidelines. Staff is contacting College Place to see if they have additional analysis they want to provide regarding this factor (Attachment M).

3-3: Estimating the Available Commercial and Industrial Land Supply

The process used to estimate the available commercial and industrial lands follow similar steps, but there are different factors. This is described in detail in Attachment O.

In addition to identifying vacant and underdeveloped lands, the LCA also identifies redevelopable lands. These are defined as follows:

1. ***Vacant lands:*** Commercial and Industrial parcels that are greater than one-half acre and classified as vacant in Assessor's records.

Underdeveloped Lands: Commercial and Industrial parcels that are not classified as vacant by the Assessor, meet a minimum lot size requirement, and based on existing development patterns, can accommodate additional development.

2. ***Redevelopable Lands:*** Commercial and Industrial parcels that are not classified as vacant in the Assessor's records, meet a minimum lot size requirement, can accommodate additional building floor area, and have an improvement value below an established dollar threshold (\$40,000).

SECTION 4: Revised County LCA – changes and results

Attachment O is the County's Revised Land Capacity Analysis document. It has several attachments including a memorandum by The Watershed Company which compares the 2012-2013 consensus methodology used by the County for the 2018 LCA and the City of College Place methodology (Attachment 3). These reports by The Watershed Company also describe revisions made to the County's LCA which includes the following changes:

1. Revised to reflect the withdrawal by College Place of Application #1 (Martin Airfield).
2. Revised to better approximate the capacity for commercial and industrial development in the vicinity of Martin Airfield based on consultation with the Washington State Department of Transportation Aviation Division.
3. Changed the Average Household Size factor from 2.49 to 2.36 persons; 2.36 is the average household of cities in the county per the 2012-2016 American Community Survey data.

This is consistent with the 2012-2013 methodology. The 2.49 factor was based on the average household size countywide; it makes sense to use a factor based on household size within the cities for the UGA analysis. The revised factor used by the County (2.36) is smaller than the factor used by the City of College Place (2.42).

4. Corrected an error which had miscategorized a 20.2-acre parcel in the Proposed UGA as residential instead of commercial.
5. Reviewed each of the parcels within the existing College Place UGA to determine whether the County LCA's assessment of development capacity of each of those parcels should be adjusted. The County concurred with the City of College Place for many of these parcels, but not all. As a result, the estimated net acres available for development within the unincorporated UGA decreased substantially. This is documented in Attachment O, Enclosure A.

Per the Revised County LCA, 1,662 additional people can be accommodated within the existing College Place UGA over the next 20 years. If the County does re-allocate the Countywide population target as proposed by the City of College Place based on more recent population distribution, the UGA will need to accommodate 1,571 people by 2038. There would be a surplus capacity of 91 people, meaning that expansion of the UGA is not needed to accommodate the 20-year population growth.

Per the Revised County LCA, the commercial and industrial lands employment capacity within the existing College Place UGA is 150.9-acres; this is 54-acres more than estimated in the Revised City LCA.

Here are a few things that were not reviewed or considered by the County in completing the Revised LCA.

1. The County did not review the City's LCA for the incorporated areas like we did for unincorporated areas, we just accepted the city limit capacity provided (1,171). Earlier College Place drafts indicated both higher and lower capacity within the city limits.
2. The County did not review individual parcels within the proposed UGA because after completing parcel-by-parcel analysis and review of the College Place documentation, the Revised LCA for the existing UGA concluded that an expansion is not needed to accommodate the estimated 20-year population growth.
3. The Residential Land Supply & Population Capacity analysis only evaluated the capacity for residential development on residentially-zoned lands. It is possible that limited residential development may also occur on lands in other zones (e.g. commercial). Conversely, it is also possible that limited land that is residentially-zoned could end up being rezoned or being used for non-residential uses. There are changes and outcomes like this that can't be predicted, which is why it is good that the County can conduct another review in five years.
4. Allocating population growth to the Burbank Urban Growth Area.

Communication with City of College Place: December 2018 to May 2019

Over the past six months since the December 18, 2018 BOCC public hearing, County staff and the County's consultants have conducted additional review and exchanged information with the City of College Place, continuing the collaborative and iterative process that we began with LCA last year. The following communication and exchange of information has occurred and is documented in the attachments (as identified by letter below).

- H. On December 28, 2018, County staff sent a letter to the City asking for parcel data from the City's LCA as well as detailed summary of the methodology.
- I. On January 15, 2019, the City of College Place provided the parcel data requested by the County as well a copy of the Revised City LCA document and results and background information, including aerial photographs. At this time the City requested background data from the County's May 2018 Draft LCA.
- J. On February 12, 2019, County staff sent a letter to the City providing a status update of County review.
- K. The County's consultant created the requested table of parcels identified in the County's May 2018 Draft LCA as vacant, underdeveloped and redevelopable and provided it to the City on March 6, 2019.
- L. On April 4, 2019, the County received a letter and other documentation provided which included comments on individual parcels that were identified by County's May 2018 Draft LCA as vacant, underdeveloped, or redevelopable within the College Place UGA.
- M. Letter to the City of College Place regarding assumed future density, dated 5/16/2019.

Section 5: Future Reviews

As described in the January 17, 2018 Technical Memorandum by The Watershed Company (Attachment A), some aspects of the existing methodology are notable and may merit reconsideration. The County and the cities of Walla Walla and College Place have discussed the potential for updating the Countywide Planning Policies; the process and methodology for adopting the countywide growth targets, allocating population to jurisdictions, and evaluating land capacity could be revisited through that process.

Both Walla Walla and College Place have expressed an interest in revisiting these methodologies. The City of College Place has stated that the past methodology for allocating growth based on the current distribution of population between urban and rural areas may not be consistent with our policies because we should be seeing a decline in the percentage of population in rural areas as a result of our land use policies. See Attachment E.

The City of Walla Walla has said that the parties should consider, in the future, allocating population based on the proportion of people living with city limits AND the unincorporated UGAs (Attachment D).

For additional Attachments A-H, click on the link below...

https://www.co.walla-walla.wa.us/government/community_development/2018_update.php

3:00

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.