

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, MAY 3, 2021**

**Pursuant to the Governor's proclamation dated March 23, 2020 the Commissioner Meeting will be held via phone and internet. Following is the website to attend and listen to the meeting and the phone number to call to take part in the meeting. Any questions please email us [wwcocommissioners@co.walla-walla.wa.us](mailto:wwcocommissioners@co.walla-walla.wa.us)**

Call in 1-408-418-9388 access code: 146 784 0290

Meeting link: <https://wwco.webex.com/wwco/j.php?MTID=m6ef6c0710e4eb57be4e10ce0cc827a38>

**The agenda will include only necessary action items until further notice.**

**PLEASE NOTE: All times are tentative and at the discretion of the Chairman with the exception of advertised bid openings and public hearings.**

**10:00 A.M. COUNTY COMMISSIONERS**

**Chairman Tompkins**

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

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)
- e) Introduction of new county employees (this is scheduled for the first meeting of each month)
- f) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review vouchers/warrants/electronic payments
- g) **Consent Agenda Items:**
  - 1) Resolution - Minutes of County Commissioners' proceedings for April 26 and 27, 2021
  - 2) Execute Agreement No. 2021-1 with SPD&G Advertising and Public Relations Inc.
  - 3) Payroll action and other forms requiring Board approval
- h) **Action Items:**
  - 1) County vouchers/warrants/electronic payments as follows: 4051647 through 4051654 totaling \$80,651.00 (payroll draws dated April 15, 2021); 4051740 through 4051767, totaling \$995,622.04 (April payroll); 4229148 through 4229176 totaling \$1,151,514.23, (benefits and deductions)
  - 2) Proposal 2021 05-03 Maint – Decision to enter in to contract with Eagle Signs for Fairgrounds Electronic Sign Installation bid
- i) Miscellaneous business to come before the Board
- j) Review reports and correspondence; hear committee and meeting reports
- k) Review of constituent concerns/possible updates re: past concerns

**AGREEMENT NO. 2021-1**

SPD&G Advertising and Public Relations Inc., hereinafter called Contractor, and Walla Walla County, hereinafter called County agree as set forth in this Agreement, including the General Conditions (pp. 2 through 8), Exhibit A (Scope of Work), Exhibit B (Compensation) and Exhibit C (any Special Conditions), copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 1<sup>st</sup> day of May 2021, and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on the 30<sup>th</sup> day of September 2021.

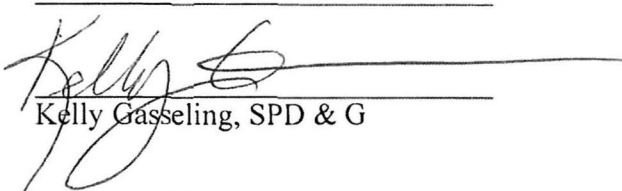
The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed \$5,000.00.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 27 day of April, 2021.

C O N T R A C T O R:

SPD&G Advertising & Public Relations

  
\_\_\_\_\_  
Kelly Gasseling, SPD & G

Mailing Address:  
1440 North 16<sup>th</sup> Avenue  
Yakima, WA 98902  
509-248-1760

Social Security  
#RETAINED AT AUDITOR'S OFFICE  
or

Business Tax ID  
#91-0730698

WALLA WALLA COUNTY:  
Board of County Commissioners  
By

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to Form Only:

\_\_\_\_\_  
Prosecuting Attorney

## GENERAL CONDITIONS

1. Scope of Contractor's Services:

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

2. Accounting and Payment for Contractor Services:

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

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

3. Assignment and Subcontracting:

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

4. Wage Standards:

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

5. Independent Contractor:

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

6. No Guarantee of Employment:

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

7. Taxes:

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

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

8. Regulations and Requirement:

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

9. Right to Review:

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

10. Modifications:

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

11. Termination for Default:

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



money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

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

12. Termination for Public Convenience:

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

13. Defense & Indemnity Agreement:

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

14. Industrial Insurance Waiver:

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

15. Venue and Choice of Law:

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

16. Withholding Payment:

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

penalty, until such failure to perform is cured or otherwise adjudicated.

17. Future Non-Allocation of Funds:

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

18. Contractor Commitments, Warranties and Representations:

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

19. Patent/Copyright Infringement:

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

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

20. Disputes:

a. General

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

b. Notice of Potential Claims

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

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

c. Detailed Claim

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

21. Ownership if Items Produced

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

22. Confidentiality:

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

23. Notice

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

24. Severability:

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

25. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall

be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

26. Survival:

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

27. Discrimination:

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, national origin, citizenship or immigration status, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. Contractor shall comply with the Americans with Disabilities Act.

28. Personal Property Furnished by the County:

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

29. Conversions:

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

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

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

31. Insurance:

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



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

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

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

32. Entire Agreement:

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

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

### Exhibit "A" – Scope of Contractors Services

- Provide a complete media analysis of past budget
- Identify new creative concepts to bring more fairgoers
- Develop an overall marketing plan for the 2021 Walla Walla Fair & Frontier Days
- Consult and advise on all marketing and advertising throughout the 2021 campaign
- Management of advertising buys and placement
- Attend regular meetings on zoom/webex with Walla Walla Fair staff as needed
- Provide feedback on aspects of the Walla Walla Fair & Frontier Days marketing and advertising to ensure it is strong and consistent across all media forums
- Help set up other non-paid media opportunities with interviews, live remotes, and live broadcast

### Exhibit "B" – Accounting and Payment for Services

Walla Walla County hereby appoints SPD&G Advertising and Public Relations, INC., to prepare and place advertising as authorized by Walla Walla Fair & Frontier Days Manager, Greg Lybeck.

In consideration of services to be performed hereafter by Contractor, County shall pay to Agency (1) a monthly retainer fee of \$1,000 per month (May 2021-September 2021) and (2) in addition normal media costs and production charges. Graphic design charges are at \$85 per hour and project costs will be estimated in advance.



a) **Consent Agenda Items:**

- 1) Resolution – Signing an agreement for on-call civil engineering design services with Anderson Perry & Associates, Inc

b) Department update and miscellaneous

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

IN THE MATTER OF SIGNING AN  
AGREEMENT FOR ON-CALL  
CIVIL ENGINEERING DESIGN  
SERVICES WITH ANDERSON  
PERRY & ASSOCIATES, INC.

**RESOLUTION NO. 21**

**WHEREAS**, civil engineering design services are required for various public works projects;  
and

**WHEREAS**, at times Walla Walla County does not have the staff and equipment available to  
complete design on unplanned projects that may occur during the year; and

**WHEREAS**, Walla Walla County does not have the staff or equipment to perform some of the  
required testing; and

**WHEREAS**, a consultant has been selected to provide On-Call Civil Engineering Design  
Services for a period of one year; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they  
do hereby enter into an agreement for on-call civil engineering design services with Anderson  
Perry & Associates, Inc. and the Chair of the Board shall sign same in the name of the Board.

*Passed this 3<sup>rd</sup> day of May, 2021 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

\_\_\_\_\_  
Gregory A. Tompkins, Chairman, District 3

\_\_\_\_\_  
Todd L. Kimball, Commissioner, District 2

\_\_\_\_\_  
Jennifer R. Mayberry, Commissioner, District 1

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

**Walla Walla County Public Works  
990 Navion Lane  
Walla Walla, WA 99362**



To: Board of County Commissioners

From: Tony Garcia Morales, P.E. – Public Works Director/County Engineer

Date: 27 April 2021

Re: Director's Report for the Week of 26 April 2021

**Board Action: 3 May 2021**

**Resolutions:**

In the Matter of Signing an Agreement for On-Call Civil Engineering Design Services with Anderson Perry & Associates, Inc.

**ENGINEERING:**

- Arch Bridge: Reviewing 90% plans, cross sections and engineer's estimate.
- Dell Sharpe Bridge: Consultant is working on 50% design.
- Wallula/Gose: Working on construction plan sheets.
- Middle Waitsburg Road MP 6.1 to MP 7.92: Finalizing right of way documentation.
- Mill Creek Road MP 1.1 to MP 3.96: Working on right of way.
- Fishhook Park Road: Working on field survey.
- Old Highway 12: Working on environmental permits.
- Countywide Guideposts & Signing: Construction funding was secured. Project is out for advertisement beginning Friday, April 30<sup>th</sup>.
- Lower Waitsburg Road: Beginning design.

**MAINTENANCE/FLEET MANAGEMENT:**

- Crews working on spring maintenance and chip seal prep. Chip seal to begin May 17<sup>th</sup>.
- Signs and Vegetation crew spraying as weather allows and performing sign maintenance.
- Garage working on routine maintenance and prepping equipment for chip seal season.
- Top course and base course gravel delivery continues.

**ADMINISTRATION:**

- Conducted our weekly Staff and Engineering meetings.
- Conducted second interviews for our Accounting Tech II position.
- Conducted our monthly Finance Review meeting.
- Applications being reviewed for our Vegetation/Signing and Maintenance Tech I positions.
  - Scheduling interviews next.
- Conducted our monthly crew meetings.
- Met with Commissioner Mayberry to go over Public Works in general.
- Participated in a County Informational Meeting in Burbank.

**a) Consent Agenda Items:**

- 1) Resolution – Setting a date of public hearing to consider proposed amendments to the Walla Walla County Comprehensive Plan: Burbank Subarea Plan and related zoning amendments that would modify zoning and development standards for urban residential uses within the Burbank Urban Growth Area and establish limits on the density of residential development in the UGA (proposal ZCA18-003)

**b) Department update and miscellaneous**

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

IN THE MATTER OF SETTING A DATE  
OF PUBLIC HEARING TO CONSIDER  
PROPOSED AMENDMENTS TO THE  
WALLA WALLA COUNTY  
COMPREHENSIVE PLAN: BURBANK  
SUBAREA PLAN AND RELATED  
ZONING AMENDMENTS THAT WOULD  
MODIFY ZONING AND DEVELOPMENT  
STANDARDS FOR URBAN  
RESIDENTIAL USES WITHIN THE  
BURBANK URBAN GROWTH AREA  
AND ESTABLISH LIMITS ON THE  
DENSITY OF RESIDENTIAL  
DEVELOPMENT IN THE UGA  
(PROPOSAL ZCA18-003).



**RESOLUTION NO.**

**WHEREAS**, RCW 36.70A.130(1)(a) states that “each comprehensive land use plan and development regulations shall be subject to continuing review and evaluation by the county...”; and

**WHEREAS**, the Board of County Commissioners adopted Ordinance No. 471 on August 6, 2018, regarding the maximum density of mobile/manufactured home parks and residential uses in the Burbank Residential uses in the Burbank Residential Zoning District; and

**WHEREAS**, the interim zoning provided the County with additional time to review and amend its Comprehensive Plan and zoning and land use regulations related to density and development in the Burbank area; and

**WHEREAS**, a number factors including the overall workload of the Community Development, staff vacancies, the ongoing COVID-19 pandemic and Statewide emergency, and the Governor’s stay at home orders has presented challenges with regard to enacting zoning regulations and delayed the amendment process; and

**WHEREAS**, the County enacted Ordinance 486 on January 27, 2021, renewing the interim ordinance; and

**WHEREAS**, the Planning Commission, the Community Development Department, and the Board of County Commissioners have been conducting public outreach and preparing proposed amendments over the last months, culminating in an informational public meeting on April 27, 2021; and

**WHEREAS**, Walla Walla County Planning Commission will be having a public hearing on Wednesday, May 5, 2021, after which they will make a recommendation to the Board of County Commissioners regarding the proposed amendments, and the Board of County Commissioners must hold a public hearing to consider the requests pursuant to WWCC 14.10.070C(2) and 14.15.070C(2); now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that, pursuant to Walla Walla County Code, a virtual public hearing shall be set for 10:30 a.m. on Monday, May 17, 2021, via Cisco WebEx to receive testimony on the application. Remote Public Participation and testimony will be allowed via Webex and telephone. Limited participation and testimony at a remote location is available for those who are unable to testify by Webex or Telephone by contacting the Clerk of the Board.

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

*"Passed this 3rd day of May, 2021, by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent."*

**Attest:**

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Diane L. Harris, Clerk of the Board

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Gregory A. Tompkins, Chairman, District 3

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Todd L. Kimball, Commissioner, District 2

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Jennifer R. Mayberry, Commissioner, District 1

*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

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To: Board of County Commissioners  
From: Lauren Prentice, Director  
Agenda Date: May 3, 2021  
RE: Department Update

## **Building Permits**

Approximately 52 building permit applications are currently open: this includes those actively under review as well as those on hold pending re-submittals by the applicant, and those under second review. 159 permits approved in last 30 days (since I provided a written Department Report); approximately half were residential burn permits and the other half were building or fire permits.

## **Code Enforcement**

Currently Karey Reisdorph is managing 58 open cases. Seven cases were closed over the last month; four of them had been opened in 2019 or 2020 and three of them could be classified large-scale and/or repeat:

1. **C19-0047: 67 E. Maple Street, Burbank.** Notice of Violation and Order (NOVO) issued 3/8/2021 for home occupation (wood cutting business) and nuisance code violations; Case closed on 4/20/2021.
2. **C19-0141: 200 Second Avenue, Burbank.** Administrative Notice of Violation (ANOV) issued on 3/1/2021 for nuisance code violations; case closed on 4/20/2021.
3. **C20-043: 16693 E. Highway 124, Waitsburg.** Weeds/overgrown violation. Violations resolved and case closed on 4/20/2021.

Additional case updates:

4. **C20-035: 26 Off Place, Burbank.** NOVO issued 3/9/2021 for nuisance code and RV violations (Title 15 and Title 17) to property owner who was incarcerated; compliance due by 3/22/2021. In early April we were notified that the property had been sold and Officer Reisdorph initiated communication with the new owners and issued an ANOV. On April 13, April 20, and April 27 inspections were conducted by Officer who observed significant progress. New owners continue to be cooperative. However, there is a lot left to do so this case will remain open.
5. **C20-049: Lawson Lane.** Officer Reisdorph and I both met with property owner on site on 04/14/2021 at their request to discuss path to compliance; nuisance code violations.
6. **C17-0098: Stateline Road at Carter Lane.** Officer Reisdorph issued the following infractions on March 16, 2021: IN18901, IN18902, IN18903, IN18904 and IN18905 (4th infraction for each violation). Infractions were contested and District Court on April 16. One was dismissed as recommended by the County and the others were reduced by the Judge; if progress isn't made in 60 days, we will provide the Judge with an update and expect the Judge to consider imposing the full fines charged in the four infractions. Property owner met with Officer Reisdorph on April 19. No progress has been made over the last two weeks. Officer Reisdorph personally reached out to property owner to notify him of the tire amnesty events.

Officer Reisdorph assisted with the Tire Amnesty events in Walla Walla and College Place on April 24 and 25 and has organized a Burbank event to occur on Saturday, May 1.

### **Miscellaneous and Planning**

1. In February we were contacted by WA-HI project representatives regarding replacement of the pedestrian bridge. We told them at that time that an additional critical areas permit application was not required for this work, but that building permit (sub-permit) review would be because plans were not included in the permit submittal for the prior building permit. This is similar to deferred submittals/sub-permits for fire systems. Approximately 10 days ago we received these plans and added them to the review queue.
2. At the end of February, we mailed notification letters to 9 property owners in Touchet area regarding Conditional Letter of Map Amendment (CLOMR) application by WSDOT to FEMA for changes to Flood Insurance Rate Maps (FIRM). WSDOT contractors prepared a draft letter and have been instructing us on what's required. However, FEMA requested we prepare additional documentation for submittal with a revised application packet; we provided this documentation a month ago. FEMA has now requested that we send an additional letter to one of the property owners; we will comply with this request and submit documentation to WSDOT's contractors.
3. Planning Staff and Director attended a Planning Association of Washington (PAW) webinar on 04/16/2021 regarding writing code/development regulations.
4. Met with County Assessor on 04/19/2021 to learn about how property tax rates are calculated for different types of residential units; this is related to the Burbank amendments.
5. On April 20, 2021 Building Official Robert Grandstaff and I met with Doug Moyles from McKinstry to discuss building permit fee structure.
6. On April 22, 2021 Planning Commission Chair Jon Hooper and I met with new PC member Wayne Langford to discuss PC processes.
7. On April 27, 2021 I joined Chad Goodhue for a meeting with the Central Square consultant who will be conducting our TRAKiT Fit Gap Analysis. Once this is done we'll have a better idea of possible cost/schedule for doing a TRAKiT upgrade.
8. On April 27, 2021 we had a public informational meeting for the Burbank residential density amendments. Due to previous public comment we invited other Departments and Agencies to participate. In addition to Commissioner Tompkins and Community Development Department staff we had representatives of WSDOT (3), the Port of Walla Walla staff (2), the County Assessor, the County Public Works Director, and the County Sheriff. We sent approximately 200 regular mail and email notices to interested parties.

Seven members of the public attended the meeting in person at the Fire Station on Humorist Road and another couple of people attended via Cisco WebEx. We recorded the presentation. We provided blank comment cards at the meeting; none were returned.

9. Twelve land use applications have been approved over the last month including the following:
  - ADU20-020 – Accessory dwelling unit at 1726 Old Milton Highway.
  - CAP20-031 and SUB20-008 – Critical areas permit and Short Plat for 92 Main Street, Touchet.
  - CAP21-003 – Critical areas permit for 15 Scott Road.
  - CAP21-004 and SUB21-001 – Critical areas permit and short plat for 1755 Sims Road.
  - CUP19-004 and WP19-003 – Conditional use permit and winery permit for Abeja Type 3 Winery and Country Inn (Hearing Examiner conditional approval).
  - HO19-010 – Home occupation permit (Type 2) for 2160 Depping Road.

- VAG20-001 – Small-scale Value-Added Agriculture Processing permit for 3052 Riggs Road.
- WP21-001 – Devium Wine at 1460 F Street.
- WP21-002 – Hoquetus Wine Company at 596 Piper Avenue.

10. Pre-application and Technical Review Committee Meetings:

- PRE21-011 – meeting on 03/31/2021 to discuss reconstruction/resurfacing of the Martin Airfield runway.
- PRE21-012 – meeting on 03/31/2021 to discuss Valley Street access to a 13-acre property.
- PRE21-014 – meeting on 04/07/2021 to discuss potential home occupation permit for wood business at 2854 Detour Road, and related building issues. This relates to a code case that has been open for approximately 2 years.
- PRE21-015 – meeting on 4/21/2021 to discuss proposed winery production facility at 1644 Old Milton Highway.
- PRE21-016/C21-019 – meeting on 04/21/2021 to discuss home occupation permit for trucking business on Ice Harbor Drive.
- PRE21-018 – meeting on 04/27/2021 to discuss commercial building permits for 396 Grain Terminal Road for two new commercial buildings. Permits applications (2) originally submitted in 2019 for which they paid an application fee of \$300; the calculation valuation of these two buildings was approximately \$500,000. The 2019 permits have been on hold for 18 months since requested information on compliance with the Shoreline Master Program (SMP) and other requested documentation was not submitted.

We received revised plans in February but no response to the 2019 written request. We sent another written request for information and then received a preapplication meeting request. Based on what we heard during the meeting on April 27, the project has now changed, and new applications may be submitted. We notified the applicant that the shorelines issues still need to be resolved and provided them with the previous two letters.

PRE21-017 – meeting on 04/28/2021 to discuss new winery and private residence proposed on Mill Creek Road.

11. Planners and Planning Technician attended Eastern Washington Planner's Forum on April 28, 2021; topics included critical aquifer recharge areas and recent City of Walla Walla residential zoning amendments.
12. Building Inspector out of the office April 29 through May 3; Building Official conducting inspections.
13. The Planning Commission will be having a public hearing to discuss proposed Burbank residential zoning amendments (proposal ZCA18-003) on Wednesday, May 5, at 5:30 (virtual).
14. The County Hearing Examiner will be holding a virtual hearing docket on Monday, May 10 at 10:00.

**a) Action Agenda Items:**

- 1) Resolution – Proclaiming May, 2021 Mental Health Awareness Month
- 2) Proposal 2021 05-03 DCH-1 Approval to add new Environmental Health Specialist I
- 3) Proposal 2021 05-03 DCH-2 Approval to proceed with Reach Out Website RFP recommendation from Reach Out Committee and Behavioral Health Committee to award a contract for website services under the Healthcare Authority Mental Health Promotion/Suicide Prevention Contract

**b) COVID-19 update and miscellaneous**

a) **Consent Agenda Items:**

- 1) Resolution – Proclaiming May 9-15, 2021 as National Police Week and May 15, 2021 as Peace Officers' Memorial Day

b) Department update and miscellaneous

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

IN THE MATTER OF  
PROCLAIMING MAY 9-15, 2021  
AS NATIONAL POLICE WEEK,  
AND MAY 15, 2021 AS PEACE  
OFFICERS' MEMORIAL DAY

**RESOLUTION NO. 21**

**WHEREAS**, in 1962, President John F. Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls as National Police Week, or May 9-15, 2021; and

**WHEREAS**, established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

**WHEREAS**, it is fitting to honor the services of those dedicated law enforcement officers, and to also honor the sacrifices of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy; and

**WHEREAS**, Mike Estes, a Walla Walla County Sheriff's Deputy, lost his life as a result of injuries sustained while on duty on February 6, 2007; and

**WHEREAS**, the sheriff and employees of the Walla Walla County Sheriff's office play an essential role in safeguarding the rights and freedoms of all citizens, and those men and women unceasingly provide vital public services; and

**WHEREAS**, it is appropriate to recognize and honor our law enforcement agency representatives, and important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of the local law enforcement agency representatives as they serve and protect the citizens of our county; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they shall join in remembering Deputy Estes and honoring all fallen heroes and shall sign a proclamation recognizing ***National Police Week as May 9-15, 2021 and Peace Officers' Memorial Day on May 15, 2021.***

Passed this 3<sup>rd</sup> day of May, 2021 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

\_\_\_\_\_  
Gregory A. Tompkins, Chairman, District

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

\_\_\_\_\_  
Gregory A. Tompkins, Commissioner, District 3

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



# **PROCLAMATION**

## **TO RECOGNIZE NATIONAL POLICE WEEK AND PEACE OFFICERS' MEMORIAL DAY 2021**

**WHEREAS**, from the beginning of this Nation, law enforcement officers have played an important role in safeguarding the rights and freedoms which are guaranteed by the Constitution and in protecting the lives and property of our citizens; and

**WHEREAS**, in 1962, President John F. Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls as National Police Week, or May 9-15, 2021; and

**WHEREAS**, each year our nation loses between 140-160 law enforcement officers in the line of duty, and National Police Week allows Americans an opportunity to salute the men and women who do the difficult, dangerous, and often thankless work of safeguarding our communities, and during Peace Officers Memorial Day and Police Week, we have an opportunity to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our citizens and safeguarding our democracy; and

**WHEREAS**, members of the Walla Walla County Sheriff's office play an essential role protecting lives and properties, and it is important that all citizens know and understand the problems, duties and responsibilities of local law enforcement agencies that provides such a vital public service; and

**WHEREAS**, we call upon all citizens of Walla Walla County to publicly honor and to salute the services of law enforcement officers, and observe the week of May 9-15, 2021, as Police Week and to honor the service of all law enforcement officers and to acknowledge the sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy; and

**WHEREAS**, we further call upon all citizens of Walla Walla County to observe May 15 as Peace Officers' Memorial Day, with federal law (P.L. 103-322) directing that all flags be flown at half-staff on that date in honor of those law enforcement officers who, through their courageous deeds while protecting our communities, have been killed or disabled in the performance of duty; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby proclaim

**MAY 9-15, 2021 as NATIONAL POLICE WEEK  
and  
MAY 15, 2021 as PEACE OFFICERS' MEMORIAL DAY**

in Walla Walla County and publicly salute the service of law enforcement officers in our County and across the nation and encourage all citizens to join in recognizing this day and week, while remembering Walla Walla County Sheriff's Deputy Mike Estes and honoring all fallen heroes killed in the line of duty throughout our Nation.

Dated this 3rd day of May, 2021, at Walla Walla County, Washington.

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

\_\_\_\_\_  
Gregory A. Tompkins, Chairman

Attest:

\_\_\_\_\_  
Todd L. Kimball, Commissioner

\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

\_\_\_\_\_  
Jennifer R. Mayberry, Commissioner

**11:15 COUNTY COMMISSIONERS**

- a) Discussion re Walla Walla County Biennial Budget
- b) **Action Agenda Items:**
  - 1) Resolution – Setting a date of public hearing to consider adopting a biennial budget for Walla Walla County
- c) Miscellaneous or unfinished business to come before the Board

**11:30 RECESS**

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

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

**- 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.*