

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
MONDAY, FEBRUARY 14, 2022

Commissioners have resumed in person public meetings and will also continue to host the meetings via WebEx.

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.

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

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

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

9:30 A.M. 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) Declarations re: conflict of interest
- c) Pledge of Allegiance

9:35 COMMUNITY DEVELOPMENT DEPARTMENT

Lauren Prentice

- a) Presentation of the County Planning Commission's recommendations for the 2021 final docket of County Comprehensive Plan and Development Regulations amendments
- b) Board discussion and possible action to approve the 2021 Final Docket as recommended by the County Planning Commission or to set a public hearing to consider addition or subtraction of proposed amendments (**Note:** This is not a public hearing and no public testimony will be taken.)



Walla Walla County Community Development Department

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

To: Board of County Commissioners
From: Lauren Prentice, Director
Date Prepared: February 10, 2022
Agenda Date: February 14, 2022
RE: **Presentation of the Planning Commission's recommendations on 2021 Preliminary Docket Applications (2)**

Docketing Process for Annual Amendments

The purpose of the Preliminary Docket is to review the amendments based on initial criteria (shown below), the County does not complete a thorough technical analysis of the merits for each of the applications until the Final Docket.

Once the Final Docket is established by the Board of County Commissioners, the applications on the Final Docket will be reviewed pursuant to Walla Walla County Code (WWCC) Sections 14.15.070, including environmental analysis under the State Environmental Policy Act (SEPA). Later a public information meeting will be held as required by Section 14.15.050B(2), followed by possible workshops and required public hearings with the Planning Commission and the Board of County Commissioners.

There were two non-County applications submitted for the 2021 Preliminary Docket. One application was recommended for placement on the Final Docket and the other was not.

1. CPA21-001 – Martin Airport, LLC., Airport Overlay District:

Amend the Walla Walla County Comprehensive Plan and zoning Code to create an overlay zoning district around Martin Airfield. The proposed overlay district will restrict building height and land use intensity directly adjacent to the runway for safety. Proposal will also place new "Martin Airport Overlay (AO) District" Chapter in *Title 17 – Zoning* of the Walla Walla County Code. The proposal will also amend *Section 17.16.014 – Permitted Uses Table* to make *Airport and Aircraft Landing Field – Agricultural* permitted outright within the Light Industrial zoning district. **RECOMMENDED FOR FINAL DOCKET WITH CONDITIONS.**

2. ZCA21-001 – Yellowhawk Resort, LLC. Type III Winery Zoning Code Amendments:

Amend *Section 17.16.014 – Permitted Uses Table* to make Type III Winery permitted in the Rural Residential 5 (RR-5) district via the conditional use permit process. **NOT RECOMMENDED FOR FINAL DOCKET.**

If the Board of County Commissioners wishes to consider changes to the Planning Commission's recommended docket, to add or remove an application, the Board must schedule a Public Hearing. If the Board wants to accept the Planning Commission's recommendations, the docket can be adopted via resolution. More detail on these reviews and the process is included below.

Attachments and background materials

- A. Planning Commission Resolution 21-02
- B. Planning Commission Meeting Minutes from October 6, 2021, and October 20, 2021
- C. Application materials, public comments, and staff reports provided to the Planning Commission on October 6, 2021, and October 20, 2021

Review Criteria for Setting the Final Docket

Review of the proposed Comprehensive Plan and development regulations amendments is established as a two-stage process consisting of the Preliminary Docket and the Final Docket. All the applications submitted prior to the 2021 deadline were reviewed by the Planning Commission. The Planning Commission held public hearings on both applications on October 6, 2021, and then made recommendations on whether each application should be move forward for Final Docket review.

The Planning Commission's recommendations were based on the criteria established in the following Walla Walla County Code (WWCC) Sections:

WWCC Section 14.10.060D(3) – Comprehensive Plan Amendment Criteria

- a. Need
- b. Urgency
- c. Appropriateness

WWCC Section 14.15.060D(3) – Development Regulation Amendment Criteria

- a. The amendment is consistent with the comprehensive plan;
- b. The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
- c. The amendment is appropriate for consideration at this time.

Process to set and review the Final Docket

The Board of County Commissioner's decision to adopt the Final Docket is subject to the following requirements of WWCC Sections 14.10.060E and 14.15.060E.

*WWCC Section 14.10.060E – Adoption of Final Docket – **Comprehensive Plan** Amendment Criteria*

1. Review and Decision Process. The Board of County Commissioners shall review and consider the Planning Commission's report and recommended Final Docket at a regularly scheduled commissioner's meeting. The Board of County Commissioners may adopt the Planning Commission's recommended Final Docket without a public hearing; however, in the event that a majority of the Board of County Commissioners decides to add or subtract proposed amendments, it shall first conduct a public hearing as set forth in Sections 14.09.065 and 14.09.070 of this title.
2. Effect of Final Adopted Docket. The decision of the Board of County Commissioners to adopt the Final Docket does not constitute a decision or recommendation that the substance of any recommended amendment should be adopted. No additional amendments shall be considered after adoption of the Final Docket for that year except for exceptions as set forth in Section 14.10.030 or amendments initiated by a majority vote of the Board of County Commissioners.

*Walla Walla County Code Section 14.15.060E – Adoption of Final Docket – **Development Regulations** Amendment Criteria*

1. Review and Decision Process. The Board of County Commissioners shall review and consider the Planning Commission's report and recommended Final Docket at a regularly scheduled commissioner's meeting. The Board of County Commissioners may adopt the Planning Commission's recommended Final Docket without a public hearing; however, in the event that a majority of the Board of County Commissioners decides to add or subtract proposed amendments, it shall first conduct a public hearing as set forth in Sections 14.09.065 and 14.09.070 of this title.
2. Effect of Final Docket. The decision of the Board of County Commissioners to adopt the Final Docket does not constitute a decision or recommendation that the substance of any recommended amendment should be adopted. No additional amendments shall be considered after adoption of the Final Docket for the year except for exceptions as set forth in Section 14.15.030.

WWCC 14.15.030 provides:

In addition to the amendment process set forth in this chapter, the board of county commissioners may amend development regulations more often than once a year as provided in [ch. 14.10.030](#) or as determined by a majority vote of the board of county commissioners to be in the long term interests of the county.

Once the Final Docket is established by the Board of County Commissioners, the amendments on the Final Docket will be reviewed by staff as described in WWCC Sections 14.10.070 and 14.15.070, including environmental analysis under the State Environmental Policy Act (SEPA). Later a public information meeting will be held as required by Sections 14.10.050(B)(2) and 14.15.050(B)(2), followed by possible workshops and required public hearings with the Planning Commission and the Board of County Commissioners.

Pursuant to WWCC Sections 14.10.060E(1) and 14.15.06E(1), if the Board of County Commissioners want to add or subtract proposed amendment applications from the Planning Commission's recommendations it shall first conduct a public hearing. Staff recommends the Board determine which applications, if any, should be considered for addition or subtraction to or from the final docket, then schedule a hearing to consider adding or subtracting those applications.



Community Development Department

Director: Lauren Prentice

310 W. Poplar, Suite 200 | Walla Walla, WA 99362

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https://www.co.walla-walla.wa.us/residents/community_development/index.php

WALLA WALLA COUNTY PLANNING COMMISSION

Meeting Minutes

DRAFT

Meeting Location: VIRTUAL

Link: <https://wwco.webex.com/meet/CDD>

Call in: 1-408-418-9388 | Meeting Number/Access Code: 969 633 053

October 6, 2021

6:02 PM

Regular Meeting

A. CALL TO ORDER

B. ROLL CALL

Members Present: Chair Jon Hooper
Vice Chair Richard L. (RL) McFarland
Chuck Carruthers
Antionette (Toni) Rudnick
Wayne Langford
Bruce McCaw

Members Not Present: Michelle Liberty

Staff Present: Lauren Prentice, Director
Jennifer Ballard, Senior Planner
Don Sims, Associate Planner
Tamara Ross, Planning Technician

C. ESTABLISH A QUORUM: A quorum was established.

D. CONFLICT OF INTEREST/APPEARANCE OF FAIRNESS: None.

E. APPROVAL OF AGENDA

MOTION: To approve by Wayne Langford; seconded by Toni Rudnick. Motion passed unanimously.

F. PUBLIC HEARINGS – 2021 Preliminary Docket Items

Ms. Prentice gave a brief overview of the two public hearings and the Preliminary Docket process.
Chair Jon Hooper read the public hearing rules.

1. ZCA21-001 – Yellowhawk Resort WW, LLC, Type III Winery Zoning Code Amendments - Amend Section 17.16.014 – Permitted Uses Table to make Type III Winery permitted in the Rural Residential 5 (RR-5) district via the conditional use permit process.

After a summary of the project was given by Ms. Prentice, the Chair opened the public hearing and gave the project representatives on the call an opportunity to speak.

PUBLIC COMMENT:

Speaking in Favor:

1. Scott Clark; 2901 Old Milton Highway, Walla Walla, WA 99362 (Applicant's Representative).
2. Dan Thiessen; 2901 Old Milton Highway, Walla Walla, WA 99362 (Co-Owner & Managing Partner).
3. Marty Clubb; 584 Ethel Road, Walla Walla, WA 99362.
4. Erik McLaughlin; 1875 Crest Line Drive, Walla Walla, WA 99362 (consultant to the wine industry, previous owner was a client of his).
5. Phillip Christofides; 2901 Old Milton Highway, Walla Walla, WA 99362 (Applicant's Representative).

Speaking in Opposition (property owners in the vicinity of Yellowhawk Resort, owned by the applicant):

1. Lon Ferguson; 2553 Old Milton Highway, Walla Walla, WA 99362.
2. Arline Ferguson; 2553 Old Milton Highway, Walla Walla, WA 99362.
3. Linda Fory; 2725 Old Milton Highway, Walla Walla, WA 99362.
4. Jair Fory; 2725 Old Milton Highway, Walla Walla, WA 99362
5. David Kemper; 2541 Old Milton Highway, Walla Walla, WA 99362.
6. Jim Wood; 2753 Old Milton Highway, Walla Walla, WA 99362.

The Chairman closed the hearing to public comment and opened it to Planning Commission for discussion. During Planning Commission discussion, Applicant's representatives were asked questions by Commission members and allowed to speak. One member of the public, Lon Ferguson, was allowed to speak again.

MOTION: Chuck Carruthers moved to concur with the findings of fact and conclusion of law in docket number CPA21-001 and recommend to the Board of County Commissioners that the application by **Yellowhawk Resort WW, LLC**. NOT be included in the Final Docket (recommended Motion 2). Seconded by Wayne Langford. Motion passed unanimously.

2. CPA21-001 – Martin Airport LLC., Airport Overlay District Comprehensive Plan Amendments – Proposed establishment of an Airport Overlay District at Martin Airport. The airport land use compatibility overlay and the height hazard overlay would not alter the underlying zoning designation.

Ms. Prentice summarized the staff report. Jon Hooper, Planning Commission Chair, opened the public hearing. The Chair gave the project representatives an opportunity to speak first.

PUBLIC COMMENT:**Speaking in Favor:**

1. Ric Stephens; 9450 Southwest Commerce Circle, Wilsonville, OR (consultant). Summarized the applicant's submission and presented a three-minute video regarding the airport.
2. Katie Kintner (Applicant's representative, CPA21-001) reviewed the proposed Martin Airport Overlay zoning amendments.
3. Ray Banks; 239 Martin Field Ln. Walla Walla, WA 99362.
4. Susan Chlarson; 1021 Highland Rd., Walla Walla WA 99362.

Speaking in Opposition:

None.

Chair Jon Hooper closed the hearing to public comment and opened it to Planning Commission discussion. During discussion, Planning Commission members asked questions of the applicant and allowed other participants to speak further. A few of the Planning Commission members asked whether there was a way to 'workshop' the application more before making a recommendation. Some of the members also indicated that they might benefit from additional time to consider the testimony presented at the public hearing before making a recommendation.

MOTION: To continue the meeting in two weeks by Toni Rudnick; seconded by RL McFarland.
Motion passed 5 – 1.

G. ADJOURNMENT

The Chair adjourned the meeting at 9:22 PM.

Prepared By: Tamara Ross, Planning Technician

Submitted By:

Lauren Prentice, Secretary/Community
Development Director



Community Development Department

Director: Lauren Prentice

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WALLA WALLA COUNTY PLANNING COMMISSION

Meeting Minutes

DRAFT

Meeting Location: VIRTUAL

Link: <https://wwco.webex.com/meet/CDD>

Call in: 1-408-418-9388 | Meeting Number/Access Code: 969 633 053

October 20, 2021

6:03 PM

Special Meeting

A. CALL TO ORDER

B. ROLL CALL

Members Present: Chair Jon Hooper
Vice Chair Richard L. (RL) McFarland
Chuck Carruthers
Antionette (Toni) Rudnick
Wayne Langford
Michelle Liberty

Members Not Present: Bruce McCaw

Staff Present: Lauren Prentice, Director
Jennifer Ballard, Senior Planner
Don Sims, Associate Planner
Tamara Ross, Planning Technician

C. ESTABLISH A QUORUM: A quorum was established.

D. CONFLICT OF INTEREST/APPEARANCE OF FAIRNESS: None.

E. APPROVAL OF AGENDA

MOTION: To approve by RL McFarland; seconded by Wayne Langford. Motion passed unanimously.

F. APPROVAL OF MINUTES 2021-10-06

MOTION: To approve the amended minutes by Chuck Carruthers and seconded by Wayne Langford. Motion passed unanimously.

G. SPECIAL MEETING –

Chair, Jon Hooper, suggested to move forward with a motion and opened the special meeting up to the Planning Commission for discussion. Jon Hooper requested that Mrs. Lauren Prentice review the proposal. Mrs. Prentice summarized the staff report with a recommendation that this application be placed on the final docket review cycle with the listed conditions. Additionally, a review of some applicant supporting documentation submitted.

The Chair opened the meeting for discussion to the Planning Commission members and ask staff questions which involved discussion of the upcoming Public Meeting processes, workshops and proposal content of CPA21-001 – Martin Airport LLC., Airport Overlay District Comprehensive Plan Amendments.

MOTION: “I move that the Planning Commission concur with the findings of fact and conclusion of law in docket number CPA21-001 and recommend to the Board of County Commissioners that the application by Martin Airport, LLC. be included in the Final Docket with one condition:

1. The applicant must prepare and submit a revised proposal and a complete revised application packet addressing, at a minimum, the items listed in Attachment A of the October 20, 2021 Staff Report. The revised application materials should be submitted to Community Development staff for Final Docket review and processing.” seconded by Michelle Liberty.

MOTION: Chuck Carruthers to move for adjournment; seconded by Toni Rudnick. Motion passed unanimously.


H. ADJOURNMENT

The Chair adjourned the meeting at 6:36 PM.

Prepared By: Tamara Ross, Planning Technician

Submitted By:

Lauren Prentice, Secretary/Community
Development Director



Walla Walla County Community Development Department

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

To: Walla Walla County Planning Commission

From: Lauren Prentice, Director
Jennifer Ballard, Senior Planner

Meeting Date: October 20, 2021

Prepared: October 14, 2021

RE: **Continued Meeting: Planning Commission deliberations on Preliminary Docket proposal CPA21-001**, Application by Martin Airport, LLC. to amend Title 17 to establish an airport overlay district surrounding Martin Airfield.

Background

The application was received by the Community Development Department on March 31, 2021, during the 2021 application period.

The proposal would add an airport compatibility land use zone surrounding the Martin Airport, with four zones. Land uses and building height would be limited within these zones. The purpose of the Airport Overlay according to the application is to “reduce hazards that may endanger the lives and property of the public and aviation users as well as discourage siting of incompatible land uses that may impair the future development and operation of the airport.” The proposal would also create a new chapter in *Title 17 - Zoning* and amend *WWCC Section 17.16.014 – Permitted uses table*. Currently the airport is a nonconforming use, which would limit expansion of the facility.

On October 14, 2021 the County received a packet of information from the applicant which is included as Attachment D. This packet included a response memo and a few maps. This staff report was already drafted and about to be finalized and distributed when this was received, but staff has conducted a cursory review of these materials. These materials, in particular the Applicant’s Response Memo, (1) show that the applicant is willing to work with the County to address questions and comments and refine the proposal; and (2) provide additional general information showing why it is important that this issue be considered at this time.

Attachments

- A. Planning Commission and Staff Comments which should be addressed prior to Final Docket Review, the application is moved forward by the BOCC.
- B. Development Regulations Amendment Process – Walla Walla County (WWCC) Code Section 14.15.060 – Preliminary docket – Adoption of final docket
- C. Airports and Airport Compatible Use Guidebook by WSDOT Aviation Division, January 2011
- D. Submittal by Applicant, received October 14, 2021
 - a. Email
 - b. Cover Letter
 - c. Response Memo
 - d. Maps (5)

Staff Conclusion

As stated in the October 6, 2021 Staff Report, Community Development Department (CDD) staff concluded that the proposed amendments meet the Community Development Department’s review

criteria in Walla Walla County Code (WWCC) 14.15.060C(1-3) and can be considered for inclusion on the Final Docket.

This memo provides a more detailed recommendation based on deliberations by the Planning Commission at the October 6, 2021 meeting, and the public and Applicant's testimony. Several Planning Commission members asked whether there was an option to pause the process and "workshop" the application more, to address general concerns and specific identified application deficiencies. After discussing this further internally, consulting with the Prosecuting Attorney's Office, and considering the Preliminary Docket criteria, staff concluded that the best thing would be to move this application to the Final Docket so this additional review can be done. If the Planning Commission concludes that it is appropriate to consider making amendments to the County's development regulations, this application should be moved forward. Although there is a lot to be learned about this issue, and valid concerns about the specifics of the proposal, the applicant has brought an important issue to the County and shown that they are willing to work with the County to refine the proposal through the planning process.

Staff Recommendation

Staff recommends that if the Planning Commission finds that the application, docket number CPA21-001, is consistent with WWCC 14.15.060D(3), it should be recommended to the Board of County Commissioners for inclusion into the Final Docket.

A decision to move it the Final Docket is not a decision to approve it as presented. More analysis will be done, public and agency involvement will be sought, and revisions can be made. Attachment A contains a list of questions and comments compiled by Community Development Department staff, based on our own review, Planning Commission comments, and public testimony.

Staff recommends that the Planning Commission recommend to the Board of County Commissioners that this application be moved to the Final Docket under the condition that the applicant prepare a revised application packet addressing the items listed in Attachment A.

Motion Option 3 (NEW)

"I move that the Planning Commission concur with the findings of fact and conclusion of law in docket number CPA21-001 and recommend to the Board of County Commissioners that the application by Martin Airport, LLC. be included in the Final Docket WITH ONE CONDITION:

1. The applicant must prepare and submit a revised proposal and a complete revised application packet addressing, at a minimum, the items listed in Attachment A of the October 20, 2021 Staff Report. The revised application materials should be submitted to Community Development staff for Final Docket review and processing."

Recommended Findings of Fact

In making a recommendation regarding application placement on the Final Docket, the Planning Commission should be prepared to make findings of fact which would be included in the Planning Commission Resolution.

1. On March 16, 2021, Tarragon NW, representing Martin Airport, LLC. notified Community Development Department staff that they wished to discuss the possibility of amending the County Code or Comprehensive Plan to establish an airport overlay zone. They proposed that

this discussion occur at a preapplication meeting for runway capital improvements which was scheduled for March 31, 2021.

2. Recognizing that the 2021 deadline was the same day as the proposed meeting, Community Development staff immediately scheduled a call with the applicant to discuss the proposal. Following this communication, on March 18, 2021, Community Development staff sent Tarragon NW the following application forms by email: Comprehensive Plan Amendment, Zoning Code Text Amendment, and Rezone.
3. On March 31, 2021, application CPA21-001 by Martin Airport, LLC. was submitted to the Community Development Department. This was one of two applications submitted for the 2021 non-County Preliminary Docket. Due to other Department priorities, including two out-of-cycle amendment proposals, the review process for the 2021 applications did not proceed until later in the summer.
4. On September 1, 2021, the Planning Commission held a public workshop to review and discuss the proposal. The applicant's representatives were allowed to speak during the workshop.
5. On September 23, 2021, a Notice of Public Hearing was posted on the Community Development Department website.
6. On September 24, 2021, a Notice of Public Hearing was published in the Walla Walla Union Bulletin.
7. On September 24, 2021, a Notice of Public Hearing was emailed to the applicant, College Place staff, and other interested parties.
8. On October 6, 2021, the Planning Commission held a Preliminary Docket public hearing on the application, hearing testimony from several members of the public and the applicant. After much discussion, the Planning Commission decided to continue the meeting (deliberations) for two weeks to allow additional time to consider the proposal before making a recommendation to the Board of County Commissioners.
9. On October 20, 2021, the Planning Commission held a Special Meeting to continue the deliberations on Preliminary Docket application CPA21-001.
10. Martin Field Airport is a privately-owned, public-use General Aviation airport, which has been operation since the 1940's.
11. The Washington State Department of Transportation (WSDOT), Aviation Division, submitted a letter on October 6, 2021, supporting the Martin Airport application.
12. In the October 6, 2021 letter, WSDOT referenced a 2018 letter sent to the County during the County's Comprehensive Plan Update. The 2018 letter stated that 'WSDOT feels that the current impacts of residential development in close proximity to the [airport]... could have detrimental effects on a vital component of the region and state's transportation system...' The 2018 letter included two maps and a figure showing the area of concern.
13. As stated by WSDOT in their 2018 and 2021 letters, "The Growth Management Act (GMA) recognizes public use general aviation airports as essential public facilities and requires cities and counties to discourage incompatible land uses adjacent to them through their comprehensive plan policies and development regulations (RCW 36.70.547 and RCW 36.70A.200)..."

Recommended Conclusions of Law

In making a recommendation for inclusion on the Final Docket, the Planning Commission should be prepared to make conclusions of law, specifically related to WWCC 14.15.060E (see Attachment B) which would be included in the Planning Commission Resolution.

1. The proposed amendments have been reviewed pursuant to Sections 14.15.060C-D and the Planning Commission concludes that the application can be conditionally recommended for placement on the Final Docket pursuant to WWCC 14.15.060D.3 (a-c).
 - a. The amendment is consistent with the comprehensive plan. In their October 14, 2021 submittal the applicant proposed some amendments to the Comprehensive Plan. It is possible that an amendment to the Comprehensive Plan should accompany the proposed zoning amendments, but that can be explored during Final Docket review. The proposed amendments are generally consistent with the Comprehensive Plan, and importantly the Countywide Planning Policies (CPP) which state in Policy 7.13 K that "The Countywide Transportation Plan should... protect airports and their associated clear zones and flight paths from encroachment of incompatible land uses and densities."
 - b. The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations.
The proposed amendments are an overlay district, intended to supplement existing regulations.
 - c. The amendment is appropriate for consideration at this time. The overlay zone has been requested by Washington State Department of Transportation's Aviation Division. Recently new residential development, permitted under current regulations, occurred northeast of the runway; according to the applicant, this structure was built in the Safety Zone and is an obstruction. The applicant submitted proposal prior to the 2021 application deadline, bringing an important issue to the County, that the County is required by State law to address.

ATTACHMENT A

October 14, 2021

Staff and Planning Commission Preliminary Docket questions and comments that should be addressed by the applicant prior to Final Docket review (if application is placed on the Final Docket).

STAFF NOTE: These are general comments. Answers or responses may overlap. Staff would recommend that the applicant provide a new application packet, replacing the original submittals. Providing a response document referencing these questions may be helpful, but it will also be critically important (and required) that the applicant submit a complete revised proposal showing just the new proposal in its entirety so that the full extent of the revised amendments can be understood.

1. The application packet does not provide sufficient information or analysis on what the practical impact of these regulations would be. How does this compare to existing regulations? What is the need to do this, what types of development is occurring or allowed under current zoning that could cause hazards? In their public hearing testimony and their additional memorandum, the applicant provided some clarification. For example, in their October 14, 2021 submittal the applicant appears to state that the only obstructions that would be a concern within Zone 4 would be those that penetrate the imaginary horizontal surface at 150-feet. There are not very many uses allowed in the County's rural and agricultural zoning districts that allow those types of uses (e.g. cell towers). If the existing regulations don't allow most of the uses that would be a concern, maybe the proposed amendments can be simplified?
2. The applicant has repeatedly referenced the WSDOT Airports and Compatible Land Use Guidebook which provides detailed, step-by-step instructions for analyzing an airfield's use patterns, needs, encroachment risks, etc. to create overlay zones and it appears from the application that none of that analysis was undertaken by the applicant. The applicant's representatives also told the Planning Commission that they based their proposal on regulations from Sequim. Was there a plan developed in accordance with the guidebook or did the applicant rely on the Sequim standards? If this planning has not been done, should it be completed prior to Final Docket review? If not, why?
3. The applicant has stated that they have been working on this proposal for two years, please provide information on this planning process, which will presumably support the proposal and provide clarification.
4. Prior to submittal of this application, did the applicant engage in any outreach to inform surrounding property owners of the risks associated with living close to the runway and ways to decrease risk?
5. Would the proposed overlay regulations result in any existing residential lots being rendered completely undevelopable? If so, what are the legal ramifications of enacting these restrictions?
6. How does the applicant propose to address nonconforming situations that will be created if the overlays are adopted? What happens to properties with existing residences that want to expand or replace old/outdated/damaged residential structures? Information on how the proposed overlay would impact existing uses should be provided. The proposal does include an Exemptions section which states that existing nonconforming uses would be limited pursuant to WWCC 17.36. But it also has an exception. The proposed amendments state that existing uses, structures, and activities are exempt, "except as may be compelled by State or federal regulations." What State or Federal regulations is this referring to? Would this exception apply to residential uses?
7. How were the boundaries of proposed Zone 3 established, seems that it is arbitrary to the function of the airport/safety and appears to just follows property/zoning lines?

8. The proposed overlay zone extends into incorporated areas which are not within County zoning jurisdiction (in Zone 4). The proposed amendments to the County's plan and development regulations must be modified to exclude those areas and the applicant should communicate with the City of College Place. For example, in their October 14, 2021 memo, they talk about the Homestead PUD and incorrectly state that the County imposed a notice requirement. This would have been the City of College Place, not the County. In proposed Zone 4, the area within Walla Walla County jurisdiction is zoned agricultural and rural. In the future, more intensive uses in proposed Zone 4 are more likely to occur within City jurisdiction than unincorporated Walla Walla County.
9. The applicant's representative stated that there was an airport layout plan drafted two years ago. A copy of this plan should be submitted to the County. Also, Stephens mentioned future use of the airport by commercial jets larger than the typical hobbyist planes currently using Martin Field. Would accommodating larger aircraft require the runway to be lengthened? Or increase the proposed restrictions in the proposed overlay zones? Or increase the proposed overlay zones? The consultant also stated that the runway has been/will be shifted southwest. If the runway must undergo a "complete reconstruction" why can it not be shifted southwest to remove/reduce the danger that the present runway location puts the residents of Whitman Drive and the surrounding area in?
10. Revised application packet should include:
 - a. Sample of the title restrictions/language to be recorded on properties in select proposed overlay zones.
 - b. Scaled maps with road names, north arrow, legend, etc. for overlay zones and height zones. Height maps should incorporate the 3D topography of the area of concern.
 - c. Rendering of the area using FAA's FAR Part 77.
 - d. Maps that show the existing obstructions/endangering elements in their respective zones: existing residences, towers, surface water greater than ½ acre.
 - e. Maps must delineate the jurisdictional boundaries. The maps that should be presented to the County should only include the areas over which Walla Walla County has jurisdiction.
11. The submitted SEPA Environmental Checklist is incomplete; the response to most questions is 'Not Applicable.' Once a revised proposal is developed, a new SEPA Environmental Checklist should be prepared.
12. It is the opinion of staff that the Comprehensive Plan would need to be amended in order to implement an overlay zone. Although none were included in the application, the applicant did propose minor amendments to the Comprehensive Plan in their October 14, 2021 submittal which may be appropriate.
13. Changes may need to be made to ensure that it is consistent with other sections of the code and can be implemented/administered by County staff.
14. Zone 4, the Airport Influence Area, is the largest area, but the proposed Zone 4 protection standards are not very specific. No use restrictions are proposed, but a number of general impacts, rather than specific uses or activities, are prohibited. For example, in (b)(ii) it appears to state that "no land use, building, or structure shall emit emissions of.... Dust... within the Airport Influence Area that may conflict with any current and planned operations of the airport." Without more detail, this would be very difficult for Community Development Department staff to implement. There should be specific criteria so that we know what to look for when we're reviewing development proposals.
15. The proposed amendments to WWCC 17.16.014, Permitted Uses Table, to make three uses permitted in the LI district: (1) *Airport and Aircraft Landing Field – Agricultural*, (2) *Aircraft Landing Field – Private*, and (3) *Airports*. To make Martin Airport a conforming use, it may be necessary only

to make 'Airports' an allowed use. Airport is defined in WWCC 17.08.022 as "a place where aircraft can land and take off, usually equipped with hangars, facilities for refueling and repair, and various accommodations for passengers." The applicant states in their October 14, 2021 that "allowed future expansion should include landing fields, accessory uses of a general airport including a business office, restaurant, airport-related housing, hangers, and maintenance operations which are considered accessory uses as well as agricultural aircraft landing." Agricultural aircraft can take off at an 'Airport.' The separate Agricultural Airport use classification is a separate provision for agricultural-only airports allowed in agricultural zones.

16. The fact that Runway 23 is mere feet from Whitman Drive looks quite dangerous. What has the airport done in the past to increase the safety of the people traveling on Whitman Drive or living on across Whitman Drive that are at risk if an aircraft does not take off/overshoots the end of runway 23? Aside from the zoning amendments, what is being done to address this safety issue?



ATTACHMENT B

Development Regulations Amendment Process

14.15.060 - Preliminary docket—Adoption of final docket.

- A. Required Information. The community development department shall compile a preliminary docket of proposed amendments. The preliminary docket shall include at least the following information for each proposed amendment:
 - 1. Docket number; and
 - 2. Name and address of the person or agency proposing the amendment; and
 - 3. Summary of the proposed amendment; and
 - 4. Date of application; and
 - 5. Address or section, township and range of the location of the amendment, if applicable.
- B. Available for Public Review. The community development department shall keep the preliminary docket available for public review during normal business hours.
- C. Community Development Department Review. After compiling the preliminary docket, the director shall review the suggested amendments and prepare a staff report to the planning commission recommending which proposed amendments should be placed on the final docket. The staff report shall address the following criteria:
 - 1. The amendment is consistent with the comprehensive plan; and
 - 2. The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
 - 3. The amendment is appropriate for consideration at this time.
- D. **Planning Commission Review.** All proposed amendments shall be reviewed and assessed by the planning commission, which shall make a recommendation to the board of county commissioners after considering the staff report prepared by the director.
 - 1. Workshop Meeting. The planning commission may first review the recommendations of the director in a workshop meeting(s)
 - 2. Public Hearing. The planning commission shall conduct a public hearing on the proposed amendments on the preliminary docket as set forth in Sections 14.09.065 and 14.09.070 of this title.
 - 3. Recommendations. Following the hearing, the planning commission shall make a recommendation to the board of county commissioners on each proposed amendment as to whether or not the amendment should be placed on the final docket. The planning commission's recommendation shall be based upon the following criteria:
 - a. ***The amendment is consistent with the comprehensive plan; and***
 - b. ***The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and***
 - c. ***The amendment is appropriate for consideration at this time.***
- E. Board of County Commissioner's Decision—Adoption of Final Docket.
 - 1. Review and Decision Process. The board of county commissioners shall review and consider the planning commission's report and recommended final docket at a regularly scheduled commissioner's meeting. The board of county commissioners may adopt the planning commission's recommended final docket without a public hearing; however, in the event that a majority of the board of county commissioners decides to add or subtract proposed amendments, it shall first conduct a public hearing as set forth in Sections 14.09.065 and 14.09.070 of this title.
 - 2. Effect of Final Adopted Docket. The decision of the board of county commissioners to adopt the final docket does not constitute a decision or recommendation that the substance of any recommended amendment should be adopted. No additional amendments shall be considered after adoption of the final docket for that year except for exceptions as set forth in Section 14.15.030

Tamara Ross

From: Ric Stephens <Ric.Stephens@nv5.com>
Sent: Thursday, October 14, 2021 2:07 PM
To: Lauren Prentice
Cc: Katie Daniel Kintner; John Shute; Kari Laib
Subject: Martin Field Airport Overlay District
Attachments: Martin Field Airport Overport Overlay District Cover Ltr.docx; Martin Field Airport.zip

5,000 x 3,000 px You don't often get email from ric.stephens@nv5.com. [Learn why this is important](#)

Hi, Director Prentice-

Attached are a cover letter, hearing comments /responses, and airport maps as requested by the Planning Commission.

Sincerely,

Ric Stephens | Senior Aviation/Land Planner

NV5 | 9450 SW Commerce Circle, suite 300, Wilsonville, OR 97070

Mobile 503.501.7397 | Ric.Stephens@NV5.com

October 14, 2021

Ms. Lauren Prentice, Planning Director
County of Walla Walla Community Development
310 West Poplar Street
Walla Walla, WA 99362

Martin Field Airport Overlay District Memo

Responses to Planning Commission Comments, October 6, 2021

Director Prentice-

Per direction from the recent Planning Commission hearing, we have listed the comments from the staff report and concerns of the Commissioners and provided responses. Also attached are maps which may be enlarged for further reference.

If accepted, the application will be amended with the underlined red text revisions.

Thank you for distributing these items to the Planning Commission, and we look forward to the hearing on October 20, 2021.

Sincerely,
Ric Stephens
Senior Aviation Planner

Martin Field Airport Overlay District

County of Walla Walla Comments and Applicant Response

Memo

Comment 1

Walla Walla County Development Code

Comment included in Staff Report Dated October 6, 2021, page 1, Background Section

"The proposal would also create a new chapter in Title 17 - Zoning and amend WWCC Section 17.16.014 – Permitted uses table to make Airport and Aircraft Landing Field – Agricultural a use permitted outright in the Light Industrial zoning district. Currently the airport is a nonconforming use, which would limit expansion of the facility."

Applicant Response

The applicant proposes to add Aircraft Landing Field-Private, Airports and Accessory Uses, and Airports and Aircraft Landing Field – Agricultural to WWCC Section 17.16.014 (page 18 of 34) outright in the Light Industrial zoning district. Currently the airport is a nonconforming use and does limit the expansion of the facility. Allowed future expansion should include landing fields, accessory uses of a general airport including a business office, restaurant, airport-related housing, hangers, and maintenance operations which are considered accessory uses as well as agricultural aircraft landing. The applicant is requesting that all three of these specific uses are included in the allowed Light Industrial zoning as these specific uses are already a part of the WWCC Section 17.16.014 (page 29 of 34) Agricultural Resource Lands.

Image of WWCC Section 17.16.014 (page 18 of 34) with additional text highlighted with red lettering.

Exhibit A – Amendments to Walla Walla County Code

SPECIFIC USE	Zone									
	Industrial and Commercial									Misc.
	IA-M	IA-H	HI	LI	I/BP	NC	CG	BC	BR	PR
* Apparel and Other Textile Products	P	P	P	P	P					
Acid, manufacture of sulphurous, sulfuric, nitric, hydrochloric, and other similar acids	C	C	C							
* Aircraft Landing Field—Private				P						
* Airports and Accessory Uses				P						
* Airports and Aircraft Landing Field—Agricultural				P						
Asphaltic	C	C								
Asphalt Plant	P	P	P							
* Brewery, Type I										

Image of WWCC Section 17.16.014 (page 29 of 34) with existing Specific Uses text highlighted in black lettering for reference.

Specific Use	Zone																		
	Resource				Rural							Urban Residential				Misc.			
	PA-40	EA-120	GA-20	AR-10	RR-40	RR-20	RA-10	RA-5	RRMC-5	RR-2	RR-5	R-96	R-72	R-60	RM	RD-R	RD-CI	RFC	RAC
* Aircraft Landing Field—Private				C															
* Airports and Accessory Uses																			
* Airports and Aircraft Landing Field—Agricultural	P	P	P	P															
Bus Passenger Stations																			
College or Universities, public or private										C	C				C				C

Additionally, Commissioner Caruthers expressed concerns that the “Airport Board” would have authority or power to approve or deny future developments within the Airport Influence Area. This language is **not** a part of our proposal. The language he referred to is a part of the existing WWMC 17.16.015 as shown in the image below. The existing Airport development district pertains to the Walla Walla Municipal Airport and no changes are proposed to this section of code.

The approving authority for development in the Airport Overlay District will remain Walla Walla County.

17.16.015 Permitted uses—Airport development district.

- A. The airport development district permits the full range of agricultural, aviation, industrial, office and commercial, public and quasi-public uses and incidental accessory uses.
- B. Specific use or uses of buildings and sites will be permitted by approval of the airport board, based on its land use and development plan. (Ord. 187 (Exh. A (part)), 1986)

(Ord. No. 371, § III(Exh. A, Pt. D), 8-3-2009)

Staff Procedural and Record Issue 1

Walla Walla Comprehensive Plan

Comment included in Staff Report Dated October 6, 2021, page 2, Analysis and Summary of the Proposal

The applicant has proposed a number of amendments to the County’s development regulations which are described herein, but no specific Comprehensive Plan amendments were submitted. Although the application may be generally consistent with general Comprehensive Plan goals, it is the opinion of staff that the Comprehensive Plan would need to be amended in order to implement an overlay zone.

Response

The Airport Overlay District implements Walla Walla County Transportation Policy 7.13 K. “Protect airports and their associated clear zones and flight paths from encroachment of incompatible land uses and densities.” The Walla Walla Comprehensive Plan amendment for inclusion of Martin Field Airport includes the following proposed text [underlined]:

The Airport Overlay District is consistent with and implements several Growth Management Act planning goals:

- Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.

- Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans; promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons; promote the retention and expansion of existing businesses and recruitment of new businesses; recognize regional differences impacting economic development opportunities; and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.
- Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.
- Historic preservation. Identify and encourage the preservation of lands, sites, and structures that have historical or archaeological significance. ([Walla Walla Comprehensive Plan, 2018](#))

The Growth Management Act recognizes public use general aviation airports as essential public facilities and requires cities and counties to discourage incompatible land uses adjacent to them through their comprehensive plan policies and development regulations (RCW36.70.547 and RCW 36.70.A.200).

5.2.6.8. Airport

The Airport land use designation includes the Martin Field Airport. This airport provides essential public services and serves as a Type III Community Airport in the Washington Aviation System Plan. Martin Field Airport has an Airport Overlay District with Safety Zones reflecting Washington State Department of Transportation Aviation recommendations.

8.2.8.2. Air

Within the Walla Walla Valley, there are two heliports and six additional airports, with most of them in private hands. Martin Field Airport, located west of College Place, is a privately owned, public-use airport, which reported 5,000 local operations in 2016. Lower Monumental Field is a State-owned, gravel-surfaced, emergency airfield located near Lower Monumental Dam at the northern edge of the county. No services or facilities are located at the site.

Policy CF 1.3

The Walla Walla Regional Airport and Martin Field Airport shall be designated as essential public facilities pursuant to RCW 36.70A.200. Land use designations and development on lands adjacent to the airport shall be evaluated for consistency with the recommendations contained in the Washington State Department of Transportation (WSDOT) Aviation Division's "Airports and Compatible Land Use" publications prepared pursuant to RCW 36.70.547 and RCW 36.70A.510. Height restrictions shall be governed by Federal Aviation Administration (FAA) regulations found in 14 CFR Part 77. Noise impacts and mitigation shall be governed by FAA regulations found in 14 CFR Part 150. Mitigation measures including, but not limited to, land use or site plan restrictions, buffering, aviation easements or other notices to buyers and sellers shall be required on development projects located within the safety zones identified in the WSDOT criteria.

Staff Procedural and Record Issue 2

City of College Place

Comment included in Staff Report Dated October 6, 2021, page 2, Analysis and Summary of the Proposal. Commissioner Langford and others were interested in the airport's status with the City of College Place.

The proposed overlay zone extends into incorporated areas which are not within County zoning jurisdiction (in Zone 4), like the landfill and much of the City of College Place. (October 6, 2021 Staff Report, Page 3)

Response

The City of College Place has been in communication with WSDOT and received the 2018 letter recommending specific County and City actions to regulate airport land use compatibility. It is the intention of the airport sponsor to coordinate with the City of College Place to establish a City overlay district. In the event of future development the sponsor will be required to initiate annexation into the City and coordinate utility extension. Approval of a County Airport Overlay District will help establish the foundation for future airport master planning with the City and WSDOT. The Walla Walla County Airport Overlay District is an important first step as most of the Airport Influence Area is within the County's jurisdiction.

Staff Procedural and Record Issue 3

Maps

Comment included in Staff Report Dated October 6, 2021, page 2, Analysis and Summary of the Proposal

As discussed at the workshop, the proposed maps are simplistic.

Response

There are two essential maps for the Airport Overlay District: a site plan showing Safety Zones and a map showing the FAA Airport imaginary surfaces within the Airport Influence Area. Both of these exhibits reflect WSDOT Aviation and FAA standards for airport land use compatibility. The original exhibits are prepared at A-1 size (~24x36") and may be reduced to full-page exhibits for use in the Comprehensive Plan. The images are linked to full-size posters for increased accessibility.

Airport Commissioners were interested in an exhibit to illustrate the structures and topography within the Airport Influence Area. The airport will comply with WSDOT requirements for Airport Layout Plans and Airport Master Plans which address imaginary surfaces and mapping for obstructions. Note: The Horizontal Surface begins at 150' above ground level which would only be penetrated by a 15-story building or tower.

Staff Procedural and Record Issue 4

Walla Walla County Development Code

Comment included in Staff Report Dated October 6, 2021, page 2, Analysis and Summary of the Proposal

Changes may need to be made to ensure that it is consistent with other sections of the code. For example, under regulated activities, the first section of the proposed overlay district, it states in (2) that only permits required by Chapters 18.04 and 18.08 are subject to these requirements. These are the

SEPA and critical areas chapters. So, it implies that other building permits don't have to be reviewed under this overlay. But then there's a list of uses in (3) that doesn't directly correspond to permit or use types, so it's unclear how this review would be implemented/administered within the existing framework.

Response

The following red text revision expands the permit review to all relevant County permits.

17.xx.xxx Regulated activities.

Uses and activities within the Airport Overlay District that are subject to the requirements of this chapter include:

- (1) Land divisions pursuant to Title 16 - Subdivisions.
- (2) Any building, land use, or environmental permit, action, or license required by Walla Walla County which may adversely impact airport operations.
- (3) Any use that creates potential hazards to aircraft in flight within the Airport Overlay District, including but not limited to:
 - (a) Electrical interference with airport radio communications or navigational signals;
 - (b) Lighting or other installations that cause glare that could be mistaken for airport lighting;
 - (c) Installations or activities which could result in impaired visibility near an airport;
 - (d) Emissions of fly ash, ~~dust~~, vapor, gases or other forms of emissions that pose a hazard to airport operations in Zones 1, 2, and 3 or that penetrate the imaginary surface as illustrated by the FAA Part 77 imaginary surfaces in Zone 4.;
 - (e) Areas of standing water greater than one-half acre; and/or
 - (f) Structures, trees, or other objects that cause an obstruction to navigable airspace as defined in Title 14 Code of Federal Regulations Part 77, Imaginary Surfaces.

The new Airport Overlay District does not propose to give an airport board authority for land use review. Instead, land use and permit applications will continue to be reviewed by the County.

Staff Procedural and Record Issue 5

SEPA Compliance

Comment included in Staff Report Dated October 6, 2021, page 2, Analysis and Summary of the Proposal

The application packet and SEPA Environmental Checklist does not provide any information or analysis on what the practical impact of these regulations would be. For example, how does this compare to existing regulations? What is the need to do this, what types of development is occurring or allowed under current zoning that conflicts which cause hazards?

Response

The practical impact of the Airport Overlay District is to regulate land uses within the District to ensure a safe environment for aviation and the public. The proposed Airport Overlay District creates conforming code for long-time existing uses and additional regulations to ensure airport land use compatibility. The FAA and WSDOT recommend local governments undertake this action to prevent encroachment of incompatible land uses that create hazards to airport operations. The zoning text amendment identifies the practical impacts within the four protected zones. It also addresses non-conforming, lawfully permitted, and established land use, buildings, or structures. The applicant agrees to include these

impacts within the SEPA environmental checklist. The applicant proposes that the revised SEPA environmental checklist be required as a condition of approval.

Staff Procedural and Record Issue 6

SEPA Area/Site Information

Comment included in Staff Report Dated October 6, 2021, page 2, Analysis and Summary of the Proposal

The SEPA Environmental Checklist should be revised to include area/site information. Too many questions were answered Not Applicable or answered incompletely. For example, the following states that the overlay would not affect (i.e. restrict) land use, but it is assumed that it would limit uses or development in the future, since it is a proposed new development regulation.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposed zoning overlay will not affect land or shoreline, nor will it allow or encourage land or shoreline uses incompatible with existing plans.

Response

The Airport Overlay District will not affect existing land uses but will place additional regulations on proposed development in the airport zones, notification to adjacent properties, and height restrictions over 150 feet in the airport influence area. There are no current regulatory provisions to protect the airport from adjacent development, and WSDOT has noted that the northeastern area is of concern from new development. The SEPA Checklist responses will be expanded to reflect these considerations.

Staff Procedural and Record Issue 7

Aviation Notice

Comment included in Staff Report Dated October 6, 2021, page 2, Analysis and Summary of the Proposal. Commissioner Caruthers and others expressed an interest in clarifying the Airport Influence Area and FAA airspace authority.

In several places, like on Page 6 in the Zone 4 description (4) the proposed language states that the purpose is to “inform... residents, business, and landowners...” of noise and aviation-related disturbances and to “avoid” uses that would create hazards. This type of language is not generally used in development regulations, unless a specific notice requirement is included, like a plat note.

Response

The Airport Influence Area is the area in which current or future airport-related noise, overflight, safety, and/or airspace protection factors may significantly affect land uses or necessitate restrictions on those uses. This area extends 9,000’ around Martin Field Airport to ensure safe aviation by regulating the Safety Zones and overflight area. It is important to note that beyond the Safety Zones, the Airport Influence Area does not begin until **150 feet above** the airport elevation. [see attached maps]

The primary purpose of the Airport Influence Area is to prohibit structures from penetrating the Horizontal Surface and creating a potential aviation obstruction. “Ensure structures built within the airport influence zone should remain free of man-made and naturally occurring objects that penetrate the imaginary airspace surfaces (FAA’s FAR Part 77) of Martin Field Airport.” (WSDOT, 2018) **No other land use regulations are proposed for the Airport Influence Area beyond the Safety Zones.**

The secondary purpose is to define an area that should receive notification of airport activities in the vicinity. WSDOT recommends the following approach to notification: “A notice should be placed on titles for all lots within the close proximity to the airport that states that:”

The subject property is located adjacent to Martin Field Airport and may be impacted from a variety of aviation activities. Such activities may include but are not limited to noise, vibration, odors, hours of operation, low overhead flights and other associated activities. (WSDOT, 2018)

Most jurisdictions apply this notification to all properties within the Airport Influence Area. WSDOT’s recommendation specifies “close proximity” and the Airport Overlay District proposes that notification/disclosure be provided by all properties within 5,000 feet of the airport property. If the Planning Commission wishes to provide notification to property owners within the entire Airport Influence Area, this text could be amended accordingly.

The revised [red] text is as follows:

(4) Airport Influence Area (Zone 4). The Airport Influence Area (Map 33.08.020 (1a)) covers Airport Land Use Compatibility Overlay Zones 1 through 4 and approximates the area subject to the regular or potential traffic pattern of the airport. The purpose of this zone is to inform current, future, and prospective residents, businesses, and landowners of potential impacts from aircraft and aviation-related disturbances, and to avoid uses that may create potential hazards to aircraft in flight. Notice shall be placed on titles for all lots within 5,000 feet of the airport property that states that: *The subject property is located in close proximity to Martin Field Airport and may be impacted from a variety of aviation activities. Such activities may include but are not limited to noise, vibration, odors, hours of operation, low overhead flights and other associated activities. Structures built within the airport influence zone should remain free of man-made and naturally occurring objects that penetrate the imaginary airspace surfaces (FAA's FAR Part 77) of Martin Field Airport.*

Staff Procedural and Record Issue 8

Airport Influence Area

Comment included in Staff Report Dated October 6, 2021, page 3, Analysis and Summary of the Proposal. Commissioner McCaw and others expressed concern over the impacts to agriculture by prohibiting uses that generate dust.

Zone 4, the Airport Influence Area, is the largest area, but the proposed Zone 4 protection standards are not very specific. No use restrictions are proposed, but a number of general impacts, rather than specific uses or activities, are prohibited. For example, in (b)(ii) it appears to state that “no land use, building, or structure shall emit emissions of.... Dust... within the Airport Influence Area that may conflict with any current and planned operations of the airport.” Without more detail, this would be very difficult for Community Development Department staff to implement. There should be specific criteria so that we know what to look for when we’re reviewing development proposals.

Response

The Airport Overlay District specifically designates *agriculture* as a permitted use in all Safety Zones. As many agricultural practices generate emissions within the Airport Overlay District at a distance that does not impact the airport, the proposed code is revised as follows [red]:

(d) Emissions of fly ash, ~~dust~~, vapor, gases, or other forms of emissions that pose a hazard to airport operations in Zones 1, 2, and 3 or that penetrate the imaginary surface as illustrated by the FAA Part 77 imaginary surfaces in Zone 4.

This revision would allow for all agricultural uses generating dust and other emissions far enough from the airport as to not impact airport safety. For closer agricultural uses there is an exemption to allow the generation of emissions near the airport: (3) Temporary uses lasting no more than five consecutive days within any 180-day period when located within Airport Land Use Compatibility Overlay Zones 1, 2, 3, and 4, subject to approval by the Department of Community Development or applicable review authority for consistency with the intent of this chapter.

Planning Commissioner Comment 1

Airport Community Services and Benefits

Several Planning Commissioners were interested in the community benefits provided by a public airport.

General aviation is defined as all forms of aviation except commercial and military. Small General Aviation airports provide the following services:

- Advanced Air Mobility*
- Agricultural monitoring and crop dusting
- Air ambulance (medevac)
- Disaster reconnaissance
- Education and training
- Fire fighting
- Law enforcement
- Mapping and photogrammetry
- Personal and business transportation
- Recreation and tourism (air shows, flight-seeing, fly-ins, sailplaning...)
- Small businesses

Martin Field Airport has provided the following community benefits:

- Aerial Tours
- Civil Air Patrol
- Community Activities and Events
- Experimental Aircraft Association Chapter 604
- General Aviation
- Pilot Training
- Sailplane Instruction and Tours
- Ultralight Operations
- Youth Programs

*NASA's vision for Advanced Air Mobility (AAM) is to help emerging aviation markets to safely develop an air transportation system that moves people and cargo between places previously not served or underserved by aviation – local, regional, intraregional, urban – using revolutionary new aircraft that are only just now becoming possible. AAM includes NASA's work on Urban Air Mobility and will provide substantial benefit to U.S. industry and the public. (NASA)

Planning Commissioner Comment 2

Airport Land Use Compatibility

Commissioners McFarland and others were interested in clarification of the airport's relationship with existing and future residential development.

Response

"One of the main challenges facing aviation today is the encroachment of incompatible land uses near and around airports. Development of incompatible land uses can degrade airport operations, impede airport expansion, and reduce quality of life for airport neighbors. Encroachment is a key factor contributing to escalating operating costs and restriction of airport operations. It has even resulted in closures of numerous general aviation airports in the United States." (WSDOT *Airport and Compatible Land-Use Program Guidebook*)

Martin Field Airport is a privately owned, public-use General Aviation airport designated by WSDOT as a Community Airport in the Washington Aviation Systems Plan. The original airfield was built in the 1940s as a training facility for US Navy aviators. The area was agricultural and rural residential for 60 years until suburban development occurred adjacent to the airport to the east in 2008. The County responded by including a disclosure to be included on the title:

1. Martin Field: The PUD will be held to the Washington State Department of Transportation's "Airport and Compatible Land Use Volume One" publication which defines zones around airports. An Aviation Notice shall be placed on the final plat stating: The subject property is within close proximity to the runway and flight paths of Martin Field. This subdivision is located adjacent to an airport and is routinely subject to overflight activity by low flying aircraft. Residents and tenants may experience inconvenience, annoyance, or discomfort from noise, odor, vibration or other effects of aviation activities. (Resolution 782, No. 3) [Homestead Village PUD Phase 2 – Conditions of Approval]

The airport responded by publishing an advisory for pilots to redirect landings and takeoffs away from the residential development: "Noise sensitive area. If wind is calm, take off on runway 23 and land on runway 05." ([Martin Field S95](#)) More recently a residential addition was built within Safety Zone at the northeastern end of the runway. The runway was already shifted to the southwest to improve safety, and this new development creates an additional obstruction. WSDOT has advised the County to initiate this effort to develop airport land use compatibility regulation and noted the [northeastern] area of concern in their 2018 letter. "WSDOT is primarily concerned with the safety and compatibility of placing incompatible development adjacent to the airport and within the airport operating environment." (WSDOT, 2018) This application implements creating the airport land use compatibility regulations recommended by WSDOT. In addition, the Airport Overlay District conforms to the Federal Aviation Administration's recommendations for airport land use compatibility.

Without an Airport Overlay District, unregulated development will continue to reduce aviation safety for air transportation passengers and residents; impact economic and social airport services; and prevent Martin Field Airport from fulfilling its role as a Community Airport in the Washington Aviation Systems Plan. The proposed Airport Overlay District helps ensure the viability and safety of aviation at Martin Field Airport.

Planning Commissioner Comment 3

FAA Regulation and Funding

Commissioner McFarland and others were interested in clarifying federal and state regulations and airport funding related to compatibility and safety.

Regulation

Response

“FAA encourages and assists local airport sponsors and their community land use planning authorities with undertaking their best efforts to secure compatible land use development and planning within the airport environs.” ([Airport Land Use Compatibility Planning](#)) The WSDOT Aviation airport requirements reflect this direction, and Martin Field Airport is complying with State airport guidance to help the County an Airport Overlay District to prevent new incompatible development. [see next comment response]

For airports in the National Plan of Integrated Airport Systems (NPIAS), there are grants available through the Airport Improvement Program (AIP). These grants provide funding for airport improvements such as runway paving, navigational aids, and planning that includes local government Airport Overlay Districts. NPIAS airports routinely receive AIP grants that are essential for maintenance and development. As a public airport that is privately owned, Martin Field Airport is not eligible for FAA grants, and the project sponsor is paying for this Airport Overlay District application.

Planning Commissioner Comment 4

WSDOT Regulation and Funding

Commissioner Rudnick and others were interested in clarifying the Washington County Department of Transportation (WSDOT) Aviation's role in airport regulation and funding.

Response

WSDOT recommends that Walla Walla County “Adopt the Airport Compatibility Zoning structure and recommended development guidelines around the Martin Field Airport as outlined in the *WSDOT Airports and Compatible Land Use Guide* for inclusion into the county and city's comprehensive plan and development regulations.” (WSDOT, 2018) The proposed Airport Overlay District conforms to the *Guide* and WSDOT recommendations.

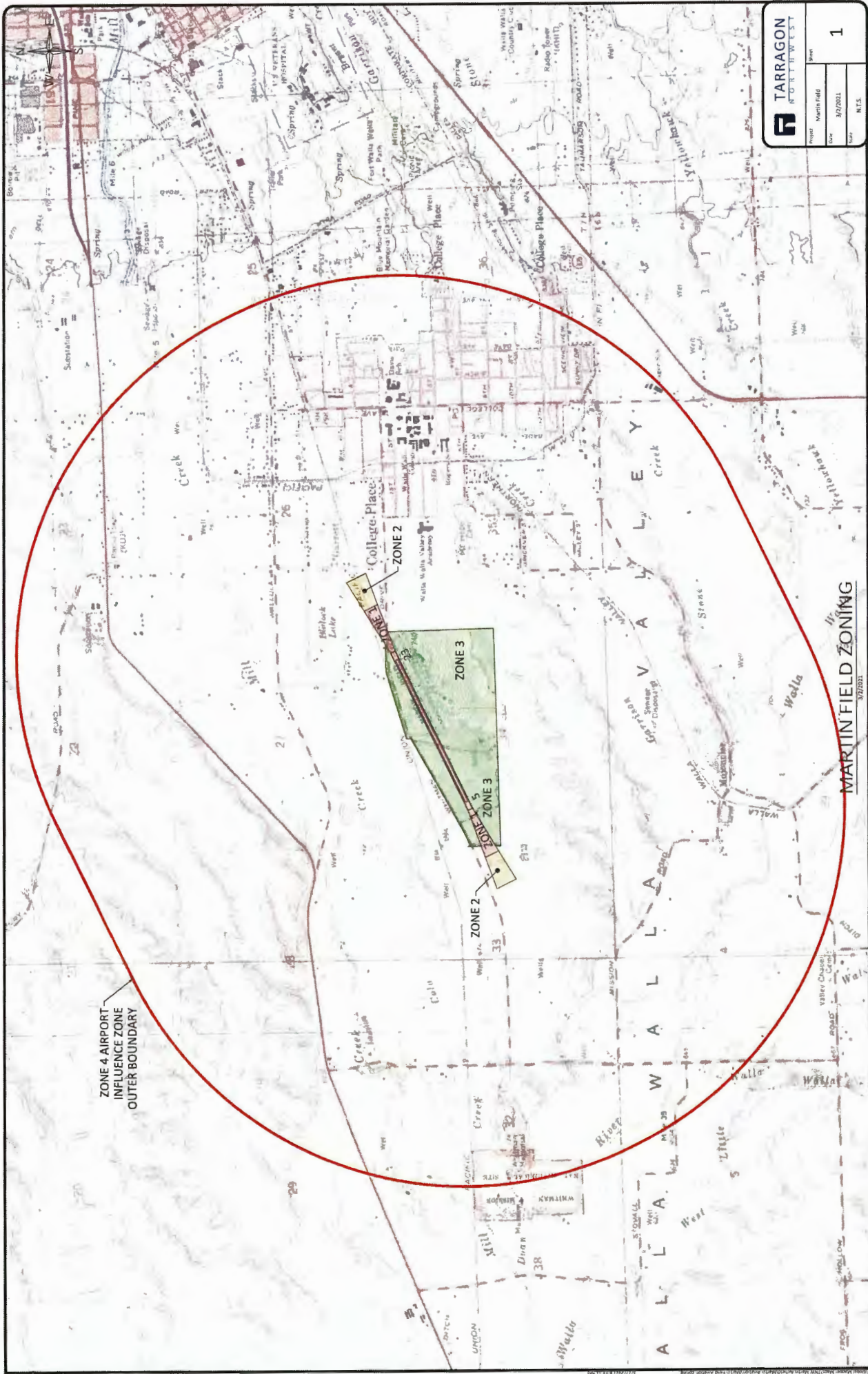
WSDOT recommends that Walla Walla County “Ensure new residential structures within or close proximity to the Airport Development - Rural (Martin Field Airport) are constructed as far away as possible from the extended runway centerline (Zone 2 and Zone 3 of the WSDOT Guidebook). The majority of off-airport property aircraft accidents occur along the extended runway centerline. (WSDOT, 2018) The proposed Airport Overlay District addresses this by amending the current zone and creating an overlay with Safety Zones.

“Airports are vital to Washington State, fueling its economy and providing critical links to the state and national transportation system. WSDOT Aviation has been charged with the general supervision over the Airport Aid Grant Program pursuant to [RCW 47.68](#) in which the program provides crucial financial assistance to public-use airports in the preservation of Washington's system of airports.” ([WSDOT Airport Grants Program](#)) As noted above, NPIAS airports regularly receive Federal government funding

for airport maintenance and development. Washington State recognizes the value of non-NPIAS airports and provides similar maintenance and development funding through its Airport Grants Program. The Airport Grants Program is vital to ensure the safety and viability of all airports throughout the State.

Please recommend the Airport Overlay District be moved to the final docket. There may be a need for further minor adjustments, but delaying this amendment jeopardizes the safety and viability of the airport from further development encroachment.

Thank you for your support of Martin Field Airport community services, and County, State, and National aviation.

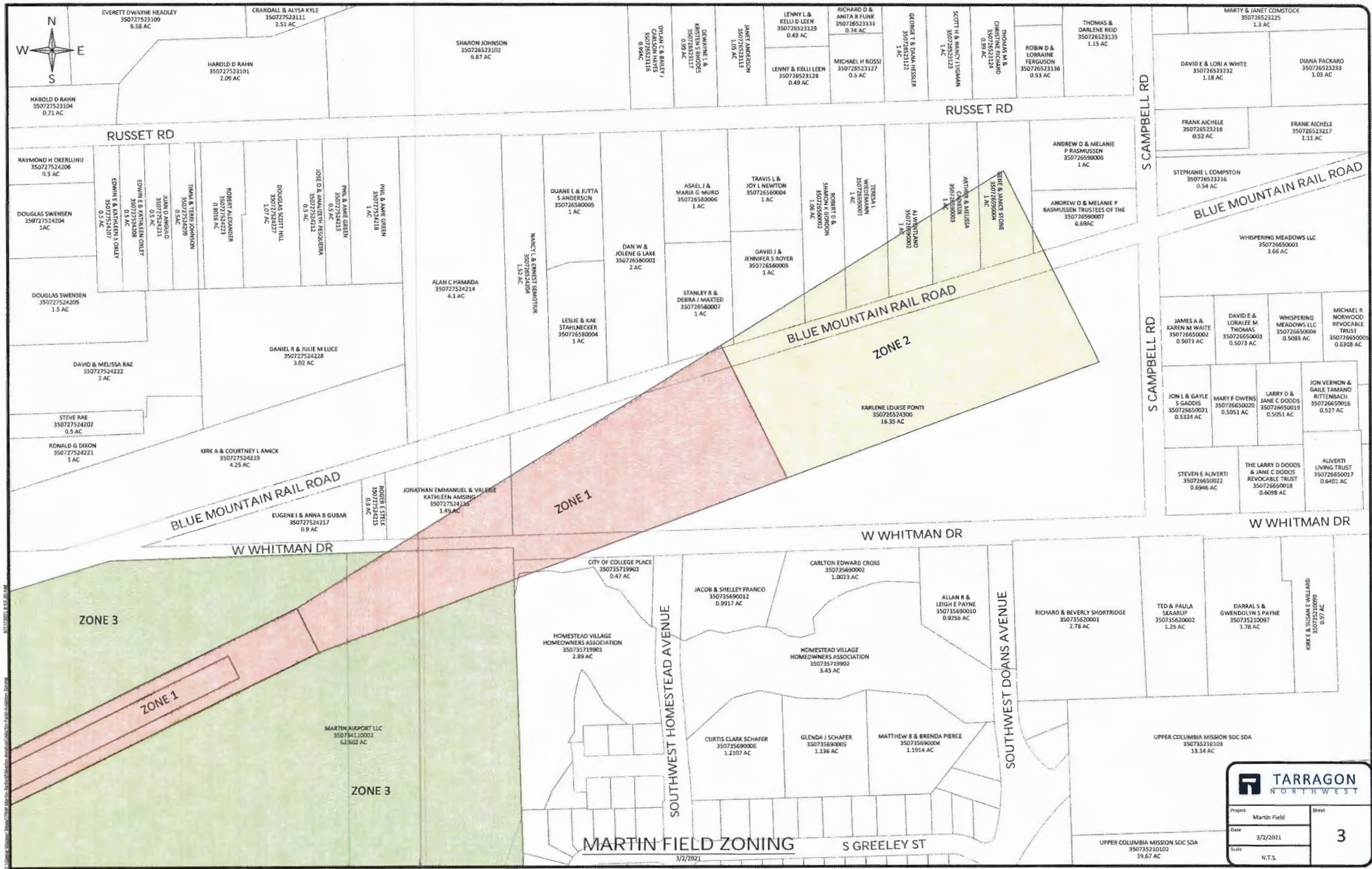


TARRAGON NORTHWEST	
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Scale	N.T.S.
Sheet	1

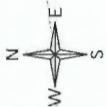
MARTIN FIELD ZONING

3/2/2021





Project	Martin Field	Sheet	3
Date	3/2/2021		
Scale	N.T.S.		



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RICHARD J BUNCH
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WALLA WALLA COLLEGE
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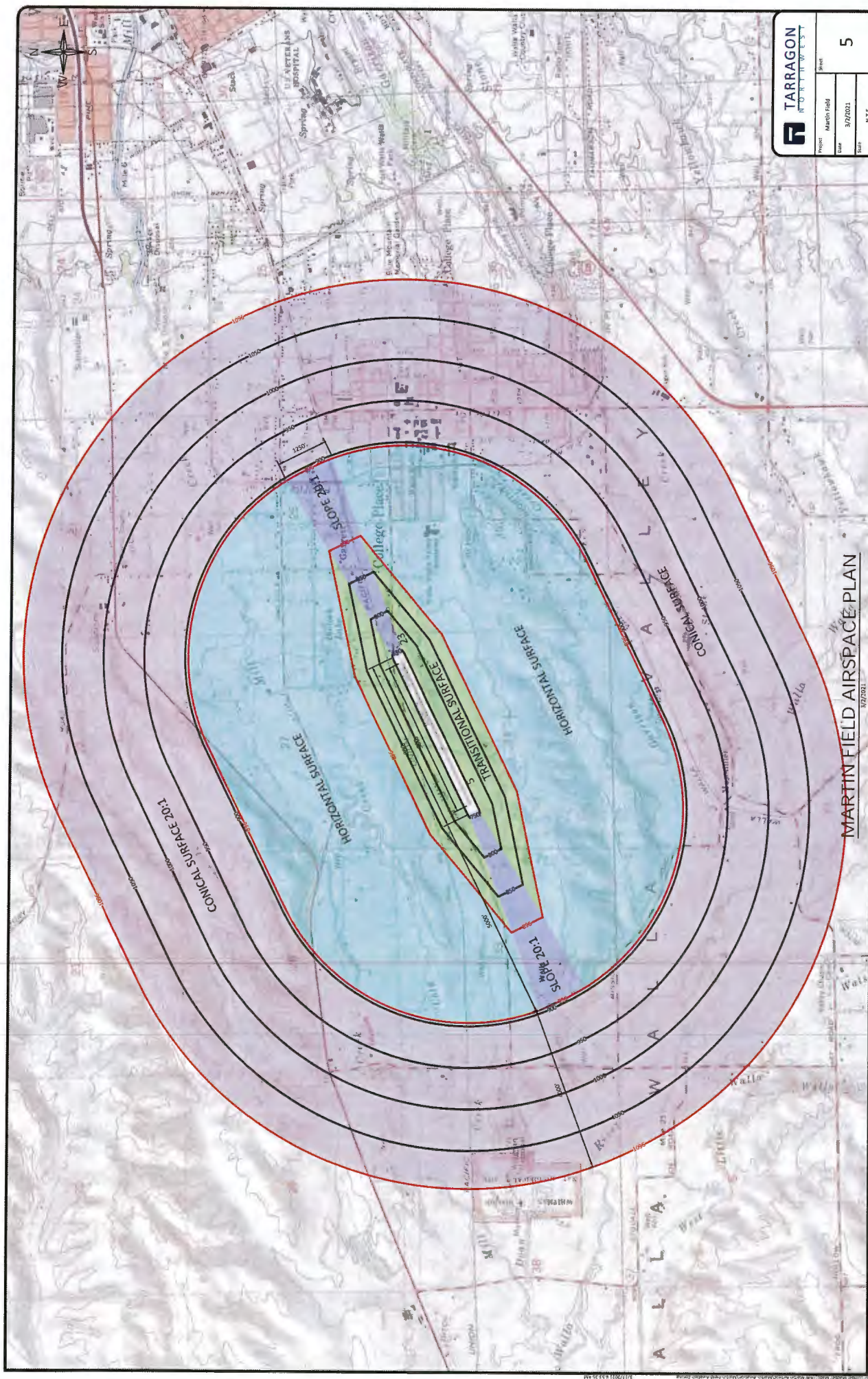
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**Washington State
Department of Transportation**

Aviation Division
7702 Terminal St SW
Tumwater, WA 98501
360-709-8015 / FAX: 360-709-8009
Toll Free: 1-800-552-0666
TTY: 1-800-833-6388
www.wsdot.wa.gov

November 28, 2018

Mr. Tom Glover,
Director
Walla Walla County Community Development
Department Second Floor, Suite 200
310 W. Poplar Street

Dear Mr. Glover,

Thank you for the opportunity to conduct an official Land Use Consultation for Walla Walla county and the city of College Place regarding the draft comprehensive plans and the application to remove 216-acres around Martin Field from the College Place urban growth area (UGA). We applaud the effort to protect the airport by creating the Airport Development area around the airport. Even though this area is being considered, we have noticed a few areas that are immediately adjacent to the Airport Development Area and within the draft comprehensive plans that need to be addressed. The Washington State Department of Transportation (WSDOT) is concerned that any urban residential development around the airport would allow incompatible development adjacent to the Airport and would impede future development of the airport.

WSDOT's Airport Land Use Compatibility Program

(<http://www.wsdot.wa.gov/aviation/Planning/ACLUGuide.htm>) addresses elements of safety, airspace hazards, noise and land use in relation to public use airports. WSDOT is primarily concerned with the safety and compatibility of placing incompatible development adjacent to the airport and within the airport operating environment.

WSDOT feels that the current impacts of residential development in close proximity to the area defined as Area 1A on the attached map could have detrimental effects on a vital component of the region and state's transportation system. Of specific concern is the future development north of SW Riparian Ct as well as development north of Whitman Drive, directly off the approach end of runway 23. Any additional residential or incompatible development within the airport compatibility zone or obstructions to the airports FAA Part 77 airspace could impede the full functions of the airport and pose a hazard to the public. (See Attachment 1 and 2)

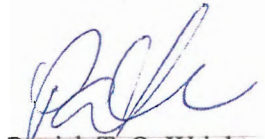
The Growth Management Act (GMA) recognizes public use general aviation airports as essential public facilities and requires cities and counties to **discourage** incompatible land uses adjacent to them through their comprehensive plan policies and development regulations (RCW 36.70.547 and RCW 36.70A.200). The encroachment of incompatible land uses upon Washington state airports diminishes their ability to function as essential public facilities and often leads to operational impacts and closures.

WSDOT would like to provide the following recommendations to Walla Walla county and the City of College Place comprehensive plans:

- 1) Adopt the Airport Compatibility Zoning structure and recommended development guidelines around the Martin Field Airport as outlined in the WSDOT Airports and Compatible Land Use Guide (<http://www.wsdot.wa.gov/NR/rdonlyres/ABD4EF80-A01B-4BFF-8E0A-96AA4008A4F7/0/AppendixF.pdf>) for inclusion into the county and city's comprehensive plan and development regulations.
- 2) Ensure new residential structures within or close proximity to the Airport Development – Rural (Martin Field) are constructed as far away as possible from the extended runway centerline (Zone 2 and Zone 3 of the WSDOT guidebook). The majority of off-airport property aircraft accidents occur along the extended runway centerline. (See Attachment 2)
- 3) Ensure structures built within the airport influence zone should remain free of man-made and naturally occurring objects that penetrate the imaginary airspace surfaces (FAA's FAR Part 77) of Martin Field Airport. An example of Part 77 imaginary airspace structure is provide in Attachment 3.
- 4) A notice should be placed on titles for all lots within the close proximity to the airport that states that "The subject property is located adjacent to Martin Field airport and may be impacted from a variety of aviation activities. Such activities may include but are not limited to noise, vibration, odors, hours of operation, low overhead flights and other associated activities."

Again, we appreciate the opportunity to offer written comments and am available for any questions or concerns you may have. Please don't hesitate to contact me at 360-709-8019 or wrightp@wsdot.wa.gov.

Sincerely,



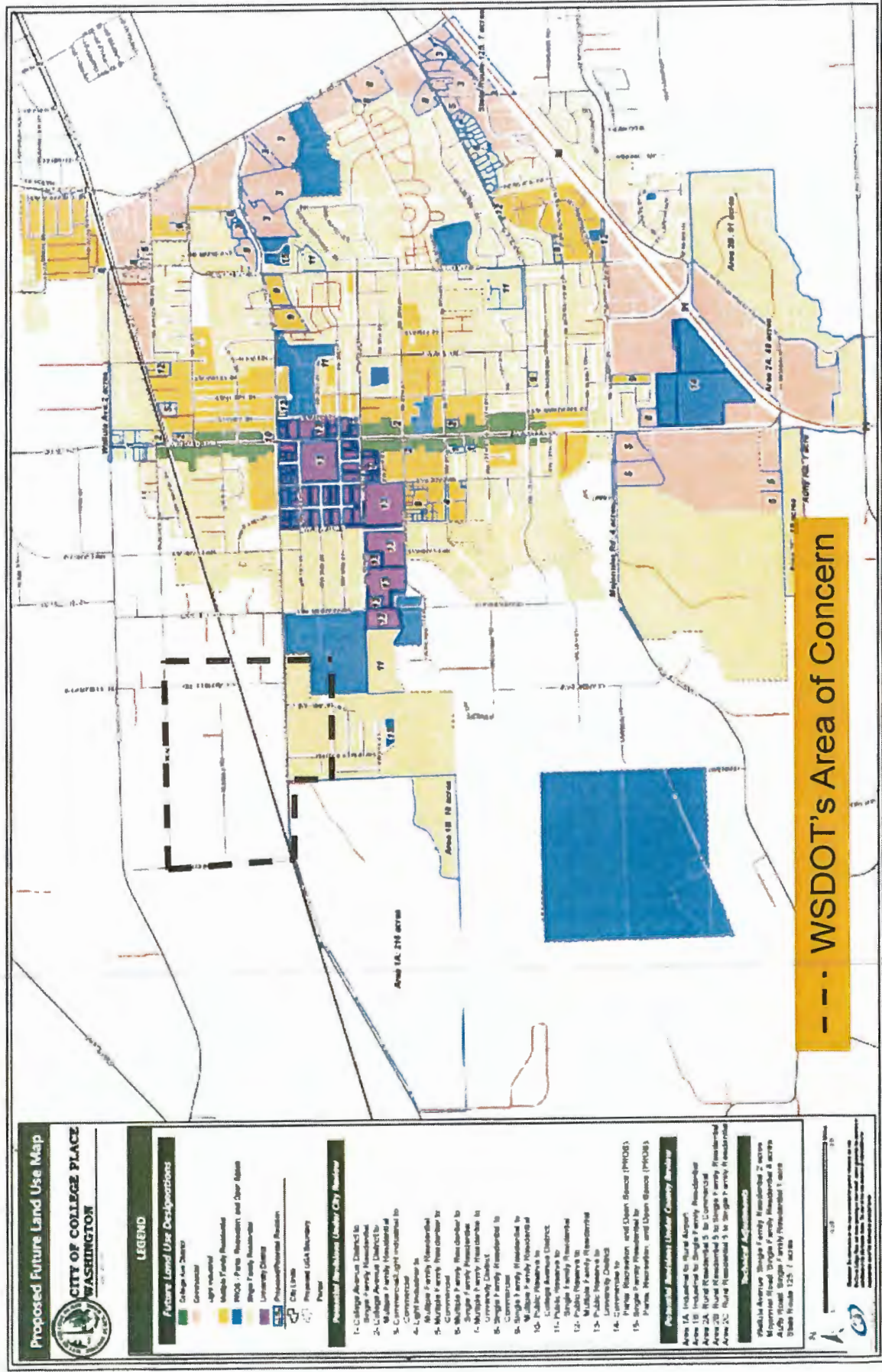
Patrick T. O. Wright
WSDOT Aviation Division

Attachment 1: WSDOT's Area of Concern for Martin Field

Attachment 2: Martin Field with WSDOT Airport Compatibility Zone 3 and the airports Runway protection Zone

Attachment 3: Example of FAA's Part 77 Imaginary Airspace Structure

Attachment 1 - Martin Field Airport Area of Concern

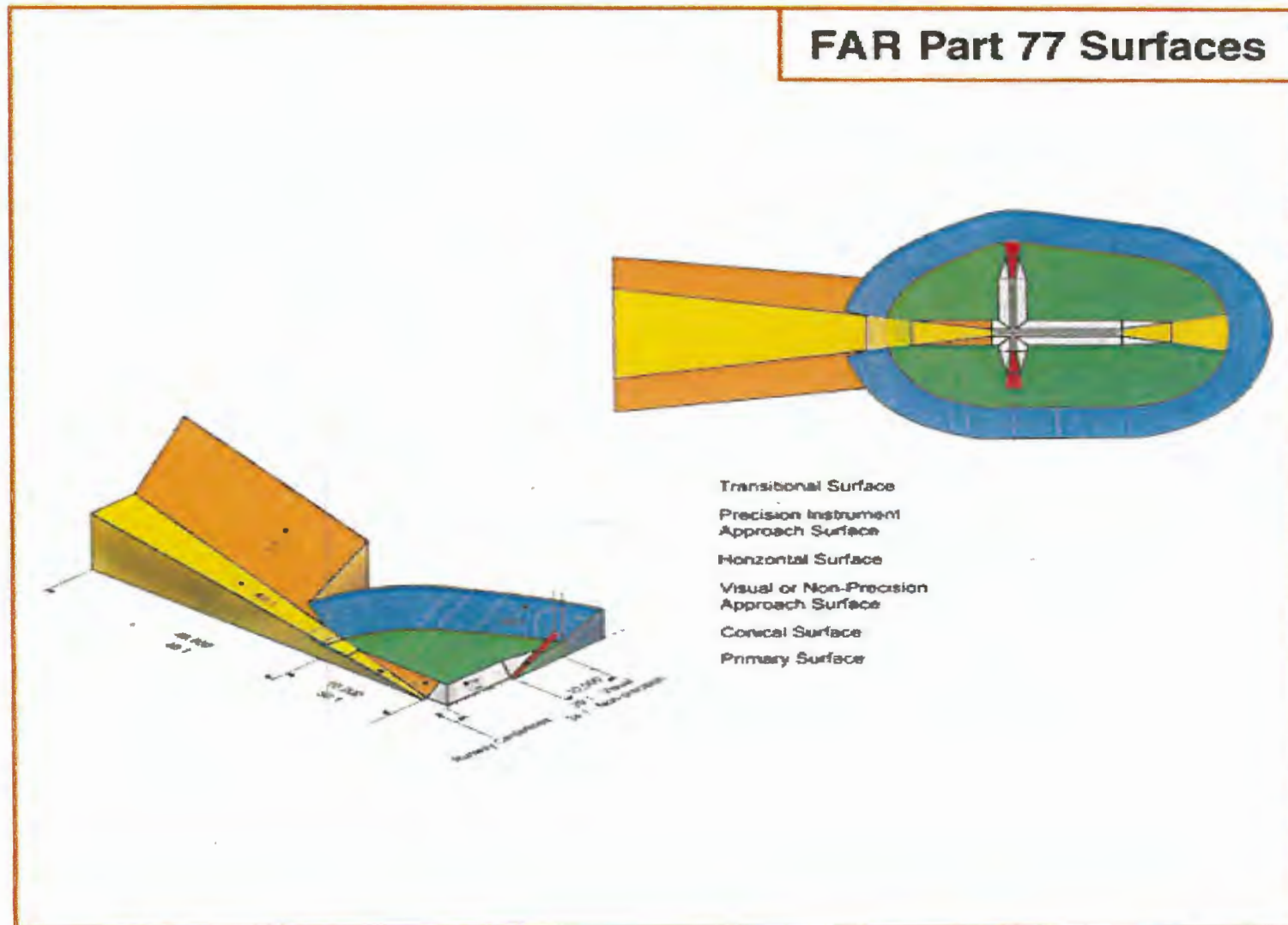


Attachment 2 - Martin Field Airport Compatibility Zone 3 and Runway Protection Zone



Note: Graphic is intended to depict critical zones that should be protected from incompatible development in accordance with WSDOT's Airport and Compatible Land Use Guide Book. Zones are not exact but are intended to support planning efforts.

Attachment 3 – FAA's Part 77 Imaginary Airspace Structure



Walla Walla Community Development Dept.

310 W. Poplar St #200

Walla Walla, Wa. 99362

October 4, 2021

To: Lauren Prentice, Director

From: Ray Bankes, pilot

Re: Martin Field Overlay District

Members of the Commission:

I wish to give a pilot's input to the proposed Overlay District for Martin Airfield.

I have been a private pilot since the late 70s and flew with Lifeguard Medical Transport in Pendleton in the early 90s. I lived across the street from Martin Field from 2003-20017. I have been an active member of the EAA 604 at Martin and ramp coordinator for fly-in events since 2005.

As most of you know this airport has been here since World War II and was operated for many years by Bob Martin as a successful Piper dealership, and maintenance facility until sometime in the late 1970s.

Airports, such as this are known as "Privately Owned-Public Use" airports that are open to the flying public. They are difficult to "site" when planning, for a number of reasons, yet they are important to the wellbeing of the communities where they are located.

I found a short history and definition of the importance of this airport to Walla Walla County:

Aviation:

- *The Walla Walla Regional Airport located directly N.E. of Walla Walla has been an active aviation center since World War II. It is run by the Port of Walla Walla and provides passenger and cargo services.*
- *The Privately owned-public use Martin Field located just West of College Place on Whitman Dr. has been an active airport since the early 1940s. Originally the airport provided flight training for World War II [Naval] Aviators.*
- *The airport's elevation is 750' allowing the field to be used as an alternative landing site when the Walla Walla Airport at 1250' elevation is below minimums. Martin Field has a paved runway length of [4,300'] x 60' wide, with pilot-controlled [runway] lighting. There is a parallel 2600' grass runway. (Published proposed plans are for a RNAV-GPS instrument approach.)*
- *Based on a Washington State Dept. of Transportation study, it is estimated that Martin Field produces an economic benefit to Walla Walla County of more than \$ 1,000,000 annually.*
- *Currently, approx. 54 privately owned airplanes are based at Martin Field. Maintenance, fuel, and inflight instruction are also provided onsite. The [former] owners instituted various noise abatement procedures to help minimize aircraft noise over the housing areas.*
- *The airfield was included in the College Place Urban Growth Area in 2005. Further development in the area will include protection from incompatible development.*

(emphasis added) CP trans appendix 2014

Public and privately owned-public use airports have been recognized for some time by the legislature of Washington State in the Growth Management Act of 1990.

RCW 36.70.547 states

"Every County... in which there is located a general aviation airport that is operated for the benefit of the general public, whether publicly owned or privately owned public use, shall, through its comprehensive plan and development regulations, discourage the siting of incompatible uses adjacent to such general aviation airport."
2001

Also, RCW 36.70A.200 in siting of essential public facilities states

"Essential public facilities include...airports..."

As I see it Walla Walla County has an obligation to plan in such a way as to not allow incompatible development that hinders or prevents the airport from functioning as it should safely do so.

This is not a new idea to Walla Walla County as in the Code there are two districts already in place for the Walla Walla Regional Airport that do just that. They are found at: 20.50.090- Airport Development District. This addresses the development around the airport and 20.50.100- Airport Approach Overlay Zone-the imaginary surfaces, more directly.

***Airport Approach-** Overlay Zone is intended to protect certain runway approaches of the Walla Walla County Airport from land uses and structures which would tend to impair full utilization of the runways. It is further the purpose of this zone to protect the health and lives of the public by preventing the undue concentration of population subject to airport hazards..."*

I hope this is informative in alleviating some of the concern of this overlay district as being an overreach. The issue here from my view is one for the safety, of the pilots and passengers as well as those living near the airport.

I would think similar language can be used when implementing such a safety district over Martin Field. It is my understanding that at sometime in the future it is anticipated that the Martin Field Property will join the City of College Place.

The City of College Place has also addressed this subject back in 2014, as found in their Comprehensive Plan of 2014. In part they state:

AVIATION:

Goal TR5- Recognize Martin Field as an essential public facility and protect Martin Field from adjacent development.

Policy TR5B-Discourage land uses that may promote incompatible development adjacent to the airport

Policy TR5C-Encourage adoption of development regulations that protect the airport from Height Hazards by developing a Height Overlay District that will prevent buildings or structures from penetrating the Federal Aviation Regulations (FAR) part 77, "Imaginary Surfaces"

(emphasis added)

In 2018 and 2019 there was an attempt to remove the Martin Airport property from the Urban Growth Area of College Place. In reading the filings and correspondence between the parties involved there was a very instructive letter from the Washington Department of Transportation Aviation Div. I would recommend this committee be in consultation with them in addressing the needs and safety issues at play here.

The Growth Management Act of 1990 *“requires that the County formally consult with the Washington Department of Transportation Aviation Division, and airport owners, among others prior to adopting Comprehensive Plan amendments that affect general aviation airports.”*

RCW 36.70.547

One item brought my attention to this was last winter. I had not been at the airport for a while and when I did come out, I saw the foundation laid out and poured for a house at 1354 W. Whitman Dr. This is on the same property where I used to live. I was astounded that they had been given a permit to build so close to the Runway. The new house is right in the Runway Protection Zone—the area just off the east end of where the runway almost touches Whitman Dr. I called the building permit office and spoke with the man that had issued the permit. He told me they had not considered the closeness in issuing the permit or that the house would pierce the imaginary overlay—at that point it is flat with the runway. The house is now built and from my view and other pilots I have spoken to, it is a huge hazard to a plane in trouble and to the occupants of the house.

Had the overlay district been in place, the current owner would have known when they purchased the property that they would not be able to build there, and those in the permitting office would have known they could not issue a permit there as it directly impacts the safety and possible the future development of the runways and approaches.

I encourage members to drive out and look at the proximity of the new house to the end of the runway.

The new Overlay District will give guidance and notice in protecting Martin Field from future encroachments such as this.

I hope the members of this committee to contact WDOT Aviation and start the negotiations with them for guidance, with the current airport owners, and the pilots and public at large. On a side note, many people in this town come out for the Young Eagles events for youth to get their 1st flights. Their interest is here too along with the safety of their children.

Thank you for hearing my concerns and input on this important issue.

Tamara Ross

From: Tamara Ross
Sent: Tuesday, October 5, 2021 11:43 AM
To: 'Ray Bankes'
Cc: Community Development; Lauren Prentice
Subject: RE: Letter Martin Field Overlay District (Auto Recovered) 2

Ray,

I have reviewed your submission for the Martin Field Overlay District and it shows the correct title for Lauren Prentice. This information will be added to the appropriate file location.

Thanks for calling in today! If you have any other questions, please let us know.

Thank you,
Tamara Ross – Planning Technician
[Community Development Department](#)
Mon - Friday, from 10:00 a.m. to 3 p.m.
310 W. Poplar Street Suite 200
Walla Walla, WA 99362
509-524-2610 Main
509-524-2611 Inspection Requests
509-524-2612 Daily Burn Decision

From: Ray Bankes <macktrk123@gmail.com>
Sent: Tuesday, October 5, 2021 11:34 AM
To: Community Development <commdev@co.walla-walla.wa.us>
Subject: Fwd: Letter Martin Field Overlay District (AutoRecovered) 2

 You don't often get email from macktrk123@gmail.com. [Learn why this is important](#)

----- Forwarded message -----

From: Ray Bankes <rbankes@washingtonvineyards.wine>
Date: Tue, Oct 5, 2021 at 11:21 AM
Subject: Letter Martin Field Overlay District (AutoRecovered) 2
Tc: Macktrk123@gmail.com <Macktrk123@gmail.com>

Final edit



**Washington State
Department of Transportation**

Aviation Division
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Tumwater, WA 98501
360-709-8015 / FAX: 360-709-8009
Toll Free: 1-800-552-0666
TTY: 1-800-833-6388
www.wsdot.wa.gov

October 6, 2021

Walla Walla County Community Development
Department Second Floor, Suite 200
310 W. Poplar Street

Dear Lauren Prentice,

Thank you for the opportunity to review the proposed comprehensive plan amendments for the proposed adoption of airport compatibility zoning around Martin Field Airport. This is an important step to protect the airport from incompatible development and ensure its ability to serve as an essential public facility.

The Growth Management Act (GMA) recognizes public use general aviation airports as essential public facilities and requires cities and counties to discourage incompatible land uses adjacent to them through their comprehensive plan policies and development regulations (RCW 36.70.547 and RCW 36.70A.200). The encroachment of incompatible land uses upon Washington state airports diminishes their ability to function as essential public facilities and often leads to operational impacts and closures. One of the most effective methods of protecting airports is adopting Airport Compatibility Zoning. This is done to protect the airport and pilots as well as the citizens on the ground.

With 134 public-use airports throughout the State, these essential facilities contribute to our economy, play a unique and important role in our transportation system, and promote quality of life. Compatible land use planning is a key component to the long term-viability of these valuable resources. Martin Field Airport is a regional asset, and we encourage the County's efforts to adopt zoning to protect it.

In a November 28, 2018 letter, WSDOT Aviation recommended the following recommendations to Walla Walla county and the City of College Place comprehensive plans:

- 1) Adopt the Airport Compatibility Zoning structure and recommended development guidelines around the Martin Field Airport as outlined in the WSDOT Airports and Compatible Land Use Guide (<http://www.wsdot.wa.gov/NR/rdonlyres/ABD4EF80-A01B-4BFF-8E0A-96AA4008A4F7/0/AppendixF.pdf>) for inclusion into the county and city's comprehensive plan and development regulations.
- 2) Ensure new residential structures within or close proximity to the Airport Development – Rural (Martin Field) are constructed as far away as possible from the extended runway centerline (Zone 2 and Zone 3 of the WSDOT guidebook). The majority of off-

airport property aircraft accidents occur along the extended runway centerline. (See Attachment 2)

- 3) Ensure structures built within the airport influence zone should remain free of man-made and naturally occurring objects that penetrate the imaginary airspace surfaces (FAA's FAR Part 77) of Martin Field Airport. An example of Part 77 imaginary airspace structure is provide in Attachment 3.
- 4) A notice should be placed on titles for all lots within the close proximity to the airport that states that "The subject property is located adjacent to Martin Field airport and may be impacted from a variety of aviation activities. Such activities may include but are not limited to noise, vibration, odors, hours of operation, low overhead flights and other associated activities."

We appreciate Walla Walla County's commitment to working with stakeholders to achieve a compatible outcome and adopt zoning to protect the Martin Field Airport. It is critical that every effort be made to discourage incompatible land uses that impair the airport's ability to operate as an essential public facility. We thank you again for the opportunity to comment and remain available to formally consult and provide technical assistance. Please don't hesitate to contact me at 360-890-5258

Sincerely,

T.S. "Max" Platts
WSDOT Aviation Division

Tamara Ross

From: Lauren Prentice
Sent: Wednesday, October 6, 2021 2:22 PM
To: Tamara Ross
Subject: FW: Walla Walla County Planning Commission 10/6/21 Meeting Comment Letter
Attachments: Walla Walla County Planning Commission WSDOT Aviation 10.6.21.pdf

Importance: High

Please get this comment in the shared drive for tonight.

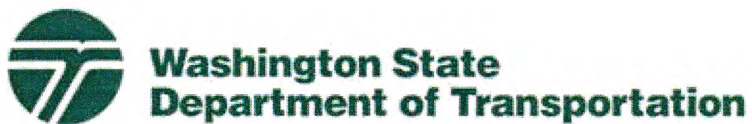
From: Platts, Max <PlattsT@wsdot.wa.gov>
Sent: Wednesday, October 6, 2021 8:23 AM
To: 'lprentice@co.walla-walla.wa.us'
Subject: Walla Walla County Planning Commission 10/6/21 Meeting Comment Letter

Did you know? You don't often get email from plattst@wsdot.wa.gov. [Learn why this is important](#)
Good morning Lauren,

Thank you for the ability to comment on the proposed Comprehensive Plan Amendment to adopt Airport Compatibility Zoning around the Martin Field Airport. Please find the WSDOT Aviation comment letter. Again, we appreciate the ability to provide comments and please feel free to reach out with any questions or concerns.

Kind regards,
Max

T.S. "Max" Platts
WSDOT Aviation Division
Aviation Planner
Phone: 360-890-5258





Walla Walla County Community Development Department

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

To: Walla Walla County Planning Commission
From: Lauren Prentice, Director
Meeting Date: October 6, 2021
RE: **Public Hearing Agenda Item No. 2** – Application by Martin Airport, LLC. to amend Title 17 to establish an airport overlay district at Martin Airfield. **Docket No. CPA21-001**

Background

The application was received by the Community Development Department on March 31, 2021, during the 2021 application period.

The proposal would place an airport compatibility land use zone surrounding the Martin Airfield runway. Building construction density and height would be limited within said zone. The purpose of the Airport Overlay according to the application is to “reduce hazards that may endanger the lives and property of the public and aviation users as well as discourage siting of incompatible land uses that may impair the future development and operation of the airport.”

The proposal would also create a new chapter in *Title 17 - Zoning* and amend *WWCC Section 17.16.014 – Permitted uses table* to make *Airport and Aircraft Landing Field – Agricultural* a use permitted outright in the Light Industrial zoning district. Currently the airport is a nonconforming use, which would limit expansion of the facility.

Staff Conclusion

Community Development Department (CDD) staff concludes that the proposed amendments meet the Community Development Department’s review criteria in Walla Walla County Code (WWCC) 14.15.060C(1-3) and can be considered for inclusion on the Final Docket.

Staff Recommendation

Staff recommends that if the Planning Commission finds that the application, docket number CPA21-001, is consistent with WWCC 14.15.060D(3), it should be recommended to the Board of County Commissioners for inclusion into the Final Docket.

Motion Option 1

“I move that the Planning Commission concur with the findings of fact and conclusion of law in docket number CPA21-001 and recommend to the Board of County Commissioners that the application by Martin Airfield, LLC. be included in the Final Docket.”

Motion Option 2

“I move that the Planning Commission concur with the findings of fact and conclusion of law in docket number CPA21-001 and recommend to the Board of County Commissioners that the application by Martin Airfield, LLC. NOT be included in the Final Docket.”

Attachments

- A. Development Regulations Amendment Process – Walla Walla County (WWCC) Code Section 14.15.060 – Preliminary docket – Adoption of final docket

Application materials and other documents available online and in prior meeting packets.

Analysis and Summary of the Proposal

There are some procedural and record issues with the application that have been identified by staff that would likely need to be addressed if the application is moved forward for Final Docket review, but they don't necessarily have to preclude the application from moving forward at this time.

1. The applicant has proposed a number of amendments to the County's development regulations which are described herein, but no specific Comprehensive Plan amendments were submitted. Although the application may be generally consistent with general Comprehensive Plan goals, it is the opinion of staff that the Comprehensive Plan would need to be amended in order to implement an overlay zone.
2. The proposed overlay zone extends into incorporated areas which are not within County zoning jurisdiction (in Zone 4), like the landfill and much of the City of College Place.
3. As discussed at the workshop, the proposed maps are simplistic.
4. Changes may need to be made to ensure that it is consistent with other sections of the code. For example, under regulated activities, the first section of the proposed overlay district, it states in (2) that only permits required by Chapters 18.04 and 18.08 are subject to these requirements. These are the SEPA and critical areas chapters. So, it implies that other building permits don't have to be reviewed under this overlay. But then there's a list of uses in (3) that doesn't directly correspond to permit or use types, so it's unclear how this review would be implemented/administered within the existing framework.
5. The application packet and SEPA Environmental Checklist does not provide any information or analysis on what the practical impact of these regulations would be. For example, how does this compare to existing regulations? What is the need to do this, what types of development is occurring or allowed under current zoning that conflicts which cause hazards?
6. The SEPA Environmental Checklist should be revised to include area/site information. Too many questions were answered Not Applicable or answered incompletely. For example, the following states that the overlay would not affect (i.e. restrict) land use, but it is assumed that it would limit uses or development in the future, since it is a proposed new development regulation.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposed zoning overlay will not affect land or shoreline use, nor will it allow or encourage land or shoreline uses incompatible with existing plans.

7. In several places, like on Page 6 in the Zone 4 description (4) the proposed language states that the purpose is to "inform... residents, business, and landowners..." of noise and aviation related disturbances and to "avoid" uses that would create hazards. This type of language is not generally used in development regulations, unless a specific notice requirement is included, like a plat note.

8. Zone 4, the Airport Influence Area, is the largest area, but the proposed Zone 4 protection standards are not very specific. No use restrictions are proposed, but a number of general impacts, rather than specific uses or activities, are prohibited. For example, in (b)(ii) it appears to state that “no land use, building, or structure shall emit emissions of.... Dust... within the Airport Influence Area that may conflict with any current and planned operations of the airport.” Without more detail, this would be very difficult for Community Development Department staff to implement. There should be specific criteria so that we know what to look for when we’re reviewing development proposals.

When considering whether to recommend this move on to the Final Docket, the Planning Commission can consider both the details of the application as well as the purpose of the proposed amendments. A decision to move it the Final Docket is not a decision to approve it as presented. More analysis will be done. Revisions can be made. However, the Planning Commission may find that there are too many issues with the proposal as written making it not appropriate for consideration at this time. This would not preclude the applicant from submitting a similar application during another amendment cycle.

Development Regulations Review Criteria for Preliminary Docket

Below is WWCC Sections 14.15.060C and 14.15.060D(3) which lists the criteria the Community Development Department and Planning Commission shall base their recommendations. The

- Criteria: The amendment is consistent with the comprehensive plan; and
Staff Discussion: The applicant has explained that the proposal will result in increasing safety for the area surrounding Martin Airfield. The application also explains that the overlay district is required for State of Washington Grant programs. It is somewhat unclear from the applicant’s analysis (application Exhibit B) whether the proposed zoning overlay is consistent with the Comprehensive Plan or whether a Comprehensive Plan amendment application would be required. It is the opinion of staff that some amendment to the Comprehensive Plan would be needed since there is no mention of an overlay district and the proposed regulations may restrict uses more than the existing zoning and land use designations.
- Criteria: The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
Staff Discussion: In Exhibit B, the applicant highlighted two areas of the comprehensive plan in response to this criteria: these are policies that encourage efficient multimodal transportation systems (Section 8.1.1) and ensure economic vitality and employment opportunities (Section 11.1.2). The Comprehensive Plan is not a development regulation. In determining whether the proposal meets this criterion, the County should be considering whether the proposed zoning amendments are consistent with other development regulations (County Code).
- Criteria: The amendment is appropriate for consideration at this time.
Staff Discussion: The application states in general terms that Martin Airfield is a part of the state’s airport system, an established member of the community, and that it will increase the safety surrounding the area. The application also mentions future uses that will advertise to aviation “enthusiasts” to live near to the airport. The overlay zone has been requested by Washington State Department of Transportation’s Aviation Division; it is a “prerequisite for applying for state grants to help fund the repair and maintenance of runway and safety projects at the airport.”

ATTACHMENT A
Development Regulations Amendment Process
14.15.060 - Preliminary docket—Adoption of final docket.

- A. Required Information. The community development department shall compile a preliminary docket of proposed amendments. The preliminary docket shall include at least the following information for each proposed amendment:
 - 1. Docket number; and
 - 2. Name and address of the person or agency proposing the amendment; and
 - 3. Summary of the proposed amendment; and
 - 4. Date of application; and
 - 5. Address or section, township and range of the location of the amendment, if applicable.
- B. Available for Public Review. The community development department shall keep the preliminary docket available for public review during normal business hours.
- C. Community Development Department Review. After compiling the preliminary docket, the director shall review the suggested amendments and prepare a staff report to the planning commission recommending which proposed amendments should be placed on the final docket. The staff report shall address the following criteria:
 - 1. The amendment is consistent with the comprehensive plan; and
 - 2. The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
 - 3. The amendment is appropriate for consideration at this time.
- D. Planning Commission Review. All proposed amendments shall be reviewed and assessed by the planning commission, which shall make a recommendation to the board of county commissioners after considering the staff report prepared by the director.
 - 1. Workshop Meeting. The planning commission may first review the recommendations of the director in a workshop meeting(s)
 - 2. Public Hearing. The planning commission shall conduct a public hearing on the proposed amendments on the preliminary docket as set forth in Sections 14.09.065 and 14.09.070 of this title.
 - 3. Recommendations. Following the hearing, the planning commission shall make a recommendation to the board of county commissioners on each proposed amendment as to whether or not the amendment should be placed on the final docket. The planning commission's recommendation shall be based upon the following criteria:
 - a. The amendment is consistent with the comprehensive plan; and
 - b. The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
 - c. The amendment is appropriate for consideration at this time.
- E. Board of County Commissioner's Decision—Adoption of Final Docket.
 - 1. Review and Decision Process. The board of county commissioners shall review and consider the planning commission's report and recommended final docket at a regularly scheduled commissioner's meeting. The board of county commissioners may adopt the planning commission's recommended final docket without a public hearing; however, in the event that a majority of the board of county commissioners decides to add or subtract proposed amendments, it shall first conduct a public hearing as set forth in Sections 14.09.065 and 14.09.070 of this title.
 - 2. Effect of Final Adopted Docket. The decision of the board of county commissioners to adopt the final docket does not constitute a decision or recommendation that the substance of any recommended amendment should be adopted. No additional amendments shall be considered after adoption of the final docket for that year except for exceptions as set forth in Section 14.15.030



Walla Walla County Community Development Department

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

To: Walla Walla County Planning Commission

From: Lauren Prentice, Director
Don Sims, Associate Planner

Meeting Date: October 6, 2021

RE: **Public Hearing Agenda Item No. 1** – Application by Yellowhawk Resort WW, LLC. to amend WWCC 17.16.014, Permitted Uses Table. The amendment would allow Type III Winery facilities in the Rural Residential-5 (RR-5) zoning district via the conditional use permit process.
Docket No. ZCA21-001

Background

The application was received by the Community Development Department on March 31, 2021, during the 2021 application period.

This is the second consecutive year an application to allow Type III Wineries in the RR-5 zoning district was submitted. In 2020, the Board of County Commissioners did not place on the Final Docket. Though the applicant is different, much of the application appears similar or the same as the 2020 application.

Staff Conclusion

Community Development Department (CDD) staff concludes that the proposed amendments meet the Community Development Department's review criteria in Walla Walla County Code (WWCC) 14.15.060C(1-3) and can be considered for inclusion on the Final Docket.

Staff Recommendation

Staff recommends that if the Planning Commission finds that the application, docket number ZCA21-001, is consistent with WWCC 14.15.060D(3), it should be recommended to the Board of County Commissioners for inclusion into the Final Docket.

Motion Option 1

"I move that the Planning Commission concur with the findings of fact and conclusion of law in docket number ZCA21-001 and recommend to the Board of County Commissioners that the application by Yellowhawk Resort LLC. be included in the Final Docket."

Motion Option 2

"I move that the Planning Commission concur with the findings of fact and conclusion of law in docket number CPA21-001 and recommend to the Board of County Commissioners that the application by Yellowhawk Resort, LLC. NOT be included in the Final Docket."

Attachments

- A. Development Regulations Amendment Process – Walla Walla County (WWCC) Code Section 14.15.060 – Preliminary docket – Adoption of final docket
- B. Planning Commission Resolution 20-01

Application materials and other documents available online and in prior meeting packets.

Analysis and Summary of the Proposal

The application includes one proposed amendment to Title 17.

1. Amend Section 17.16.014, Permitted Uses Table, to allow for Type III Wineries to be located in the Rural Residential 5-acre (RR-5) zoning district via the conditional use permit process.

The proposal would amend Section 17.16.014 – Permitted Uses Table to make Type III Winery an allowed use in the Rural Residential 5-acre (RR-5) district via the conditional use permit process. Currently this use is only allowed in the Rural Residential Mill Creek 5-acre (RRMC-5) zoning district. Although they are both rural residential zoning districts with a 5-acre minimum lot size, there are differences in rural character and policy between the RR-5 and RRMC-5 districts. For example, here are the purpose statements for these districts from Chapter 17.12. The RRMC-5 district purpose statement specifically states that “commercial uses appropriate for the agricultural nature of the area” may be allowed, whereas the RR-5 purpose statement does not explicitly state this. The “typical uses” listed for RR-5 in the purpose statement prioritizes small-scale farms, dispersed single-family homes, and recreation. Of course, “other uses” are allowed in the RR-5 district as well, including Type 1 and 2 Wineries and Type 1 and Type 2 Bed and Breakfasts.

RRMC-5

WWCC 17.12.040.G. “Rural Residential Mill Creek. The purpose of this district is to recognize and preserve the unique physical and visual characteristics of land and uses in the Mill Creek canyon. Uses should emphasize small scale farming, commercial uses appropriate for the agricultural nature of the area, and other uses consistent with the current rural character of the area. The minimum lot size in this district is five acres.”

RR-5

WWCC 17.12.040.H. “Rural Residential. The purpose of this district is to provide a transition or a buffer between existing rural developments and areas of higher densities and higher or lower densities in the Burbank Rural Activity Center. Land in this district typically is too far from an urban area to enable cost-effective provision of public services at this time. Typical uses include small-scale farms, dispersed single-family homes, recreation, and other uses that do not require urban services. Within the Burbank Rural Activity Center limited recreational and community-oriented cultural uses are allowed.”

The responses in the application to the three preliminary docket criteria, listed below, are the same as the prior application (CPA20-001).

A copy of the Planning Commission resolution documenting the decision on application ZCA20-001 is including as Attachment B; this resolution details the findings and conclusions of the Planning Commission last year, on what was substantially the same proposal.

If moved to the Final Docket, there would be an opportunity to do more detailed analysis and recommend modifications to the proposed amendments.

Development Regulations Review Criteria for Preliminary Docket

Below is WWCC Sections 14.15.060C and 14.15.060D(3) which lists the criteria the Community Development Department and Planning Commission shall base their recommendations.

- Criteria: The amendment is consistent with the comprehensive plan; and
Staff Discussion: The applicant has provided several general explanations for how the application is consistent with and supported by the Comprehensive Plan. In their application, they present that Type III Wineries are an appropriate use to be allowed in the RR-5 zoning district because "The proposed amendment is consistent with other permitted uses in the Rural Residential 5 Rural zone including wedding and event centers, Type I and Type II Bed and Breakfasts, Type I and Type II Wineries. Permitting Type III wineries would create business opportunities and promote and enhance tourism and preserve resource lands for crop production." According to the applicant, these types of businesses are compatible with other permitted uses in the RR-5 zoning district, "Other permitted uses in the Rural Residential 5 Rural zone including wedding and event centers, Type I and Type II Bed and Breakfasts, Type I and Type II Wineries."
- Criteria: The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
Staff Discussion: The application highlights the purpose statement in the Comprehensive Plan for the Rural land use designation

"One of the purposes of Rural Land Designations is to "allow limited areas of more intensive rural development including the infill, development or redevelopment of existing areas; the intensification of existing areas or development of new small-scale recreation or tourist uses; and the intensification of existing or development of new isolated non-residential development, home-based businesses, and small-scale industries."

The applicant states in their written statement that "No extension of urban services would be required. Also, the community would be able to incorporate tourism with the rural character of the surrounding lands, creating opportunities for small-scale, rural base employment and self-employment, create recreational and tourist business opportunities that are consistent with the existing and planned land use patterns' foster the private stewardship of the land, preserve open space, enhance the rural sense of community and quality."

- Criteria: The amendment is appropriate for consideration at this time.
Staff Discussion: The application states that it is appropriate for consideration at this time because, "local hotels dining establishments typically fill up early throughout the year and are extremely limited during peak travel times and special events, limiting the availability of food and lodging for business related travelers and visiting family members." The application was submitted prior to the 2021 application submittal deadline established by the Board of County Commissioners.

ATTACHMENT A
Development Regulations Amendment Process
14.15.060 - Preliminary docket—Adoption of final docket.

- A. Required Information. The community development department shall compile a preliminary docket of proposed amendments. The preliminary docket shall include at least the following information for each proposed amendment:
 - 1. Docket number; and
 - 2. Name and address of the person or agency proposing the amendment; and
 - 3. Summary of the proposed amendment; and
 - 4. Date of application; and
 - 5. Address or section, township and range of the location of the amendment, if applicable.
- B. Available for Public Review. The community development department shall keep the preliminary docket available for public review during normal business hours.
- C. Community Development Department Review. After compiling the preliminary docket, the director shall review the suggested amendments and prepare a staff report to the planning commission recommending which proposed amendments should be placed on the final docket. The staff report shall address the following criteria:
 - 1. The amendment is consistent with the comprehensive plan; and
 - 2. The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
 - 3. The amendment is appropriate for consideration at this time.
- D. Planning Commission Review. All proposed amendments shall be reviewed and assessed by the planning commission, which shall make a recommendation to the board of county commissioners after considering the staff report prepared by the director.
 - 1. Workshop Meeting. The planning commission may first review the recommendations of the director in a workshop meeting(s)
 - 2. Public Hearing. The planning commission shall conduct a public hearing on the proposed amendments on the preliminary docket as set forth in Sections 14.09.065 and 14.09.070 of this title.
 - 3. Recommendations. Following the hearing, the planning commission shall make a recommendation to the board of county commissioners on each proposed amendment as to whether or not the amendment should be placed on the final docket. The planning commission's recommendation shall be based upon the following criteria:
 - a. The amendment is consistent with the comprehensive plan; and
 - b. The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
 - c. The amendment is appropriate for consideration at this time.
- E. Board of County Commissioner's Decision—Adoption of Final Docket.
 - 1. Review and Decision Process. The board of county commissioners shall review and consider the planning commission's report and recommended final docket at a regularly scheduled commissioner's meeting. The board of county commissioners may adopt the planning commission's recommended final docket without a public hearing; however, in the event that a majority of the board of county commissioners decides to add or subtract proposed amendments, it shall first conduct a public hearing as set forth in Sections 14.09.065 and 14.09.070 of this title.
 - 2. Effect of Final Adopted Docket. The decision of the board of county commissioners to adopt the final docket does not constitute a decision or recommendation that the substance of any recommended amendment should be adopted. No additional amendments shall be considered after adoption of the final docket for that year except for exceptions as set forth in Section 14.15.030

WALLA WALLA COUNTY PLANNING COMMISSION

RESOLUTION NUMBER 20-01

Proposal(s): 2020 Preliminary Docket – ZCA20-001

WHEREAS, the following applications were made by members of the public and other jurisdictions to request amendments to the Walla Walla County Development Regulations during the 2020 amendment cycle:

1. ZCA20-001 – J.B. George LLC Zoning Code Amendments

Application by J.B. George to amend *Section 17.16.014 – Permitted Uses Table* to make Type III Winery an allowed use in the Rural Residential 5-acre (RR-5) zoning district.

WHEREAS, on December 2, 2020, the Planning Commission reviewed ZCA20-001 and background materials in a workshop meeting; and

WHEREAS, on December 14, 2020, the Planning Commission held a public hearing to consider ZCA20-001 and whether it should be recommended for inclusion on the 2020 Final Docket; and

WHEREAS, members of the general public were notified of the public hearing and had the opportunity to provide written and verbal testimony; and

WHEREAS, one written public comment in opposition of the application was received and reviewed by the Planning Commission; and

WHEREAS, one verbal public comment in opposition and three verbal comments, including from the applicant and a representative, were provided in support of ZCA20-001 by members of the public; and

WHEREAS, the Planning Commission considered the application based on the applicable criteria listed in Title 14 of Walla Walla County Code:

WWCC Section 14.15.060D.3 – Development Regulation Amendment Criteria

- a. The amendment is consistent with the comprehensive plan;
- b. The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
- c. The amendment is appropriate for consideration at this time.

WHEREAS, the Planning Commission voted 4-3, to recommend that the Board of County Commissioners not include the application submitted by J B George, LLC (ZCA20-001) on the 2020 Development Regulations Amendments Final Docket, based on the criteria contained in Walla Walla County Code Section 14.15.060D.3. During deliberations at the December 14 meeting the following were points were discussed; these were not voted on by the Planning Commission but recorded by Community Development Department staff to illustrate points by members who voted not to recommend placement of the application on the Final Docket.

1. As submitted, the application would make Type 3 Wineries an allowed use in the RR-5 zoning district. A Type 3 Winery is a newer land use classification; a Type 3 Winery facility includes a production winery as well as a 'Country Inn.' The number of lodging units allowed in a Type 3 Winery is calculated at the rate of 1.5 units per acre. The minimum project size is 20 acres. More lodging units would be allowed at a Type 3 Winery than allowed at the lodging uses which are currently allowed in the RR-5 zone (10 at a B&B).

2. Currently this use is only allowed in the Rural Residential Mill Creek 5-acre (RRMC-5) zoning district. The general rural character of the RR-5 and RRMC-5 districts do differ in some important ways. The RRMC-5 district is located in the Mill Creek canyon, east of Walla Walla. It is situated generally between Mill Creek Road and Mill Creek. The RRMC district along Mill Creek is surrounded by agricultural uses. The purpose of the RRMC-5 district is established in WWCC 17.12.040G: "The purpose of this district is to recognize and preserve the unique physical and visual characteristics of land and uses in the Mill Creek canyon. Uses should emphasize small scale farming, commercial uses appropriate for the agricultural nature of the area, and other uses consistent with the current rural character of the area."
3. Per WWCC 17.12.040H, "The purpose of this district is to provide a transition or a buffer between existing rural developments and areas of higher densities and higher or lower densities in the Burbank Rural Activity Center. Land in this district typically is too far from an urban area to enable cost-effective provision of public services at this time. Typical uses include small-scale farms, dispersed single-family homes, recreation, and other uses that do not require urban services..."
4. Whereas the RRMC district is situated within an agricultural area, the RR-5 district serves as a transitional area between urban areas and agricultural areas. Uses within the RR-5 district are primarily dispersed rural residences and small farms. There are five general areas in the County where RR-5 zoning is used: south of Walla Walla and College Place along Old Milton Highway; on the eastern outskirts of the Walla Walla urban area; in the Blalock area northwest of College Place; directly surrounding the Touchet Rural Activity Center (RAC) to the west, east, and north, east of the Touchet River; and in the Burbank Heights on Lake Road, north of Highway 124.
5. The applicant's representatives presented a set of four maps at the Planning Commission public hearing. These maps show where vineyards/wineries are located in the County with respect to the RR-5 district. This map shows that there are currently vineyards/wineries in the RR-5 district south of Walla Walla/College Place but in none of the other areas where the RR-5 zoning is used.
6. Over the past 10+ years the County has reviewed a series of individual non-County amendment applications for lodging, recreational, and value-added agriculture uses in rural and agricultural zoning districts as follows.
 - I. Ordinance 334 (2006) – approval of amendments to Chapter 17.22, the County's winery standards. This was initiated by the County.
 - II. Ordinance 343 (2007) – approval of amendments proposed by Deanne and J. Alan Fielding to expand the number of lodging units allowed at B&B's from 5 to 10 and adopt provisions to allow additional food service (i.e. not just breakfast) for overnight guests.
 - III. Ordinance 347 (2007) – approval of amendments proposed by Michael and Lavonne Filan to establish a new land use type, Wedding and Event Centers, and make this a conditional use in the RRMC-5 district.
 - IV. Ordinance 364 (2008) – approval of amendments to Chapter 17.22, the County's winery standards to streamline winery permitting and establish two types of wineries. This was initiated by the County.
 - V. Ordinance 366 (2008) – approval of an amendment to establish a new land use category for production distilleries. This was a non-County request.
 - VI. Ordinance 367 (2008) – approval of an application by Mike White to adopt new development standards for Wedding and Event Centers and make this an allowed use in the RR-2 (Burbank) zoning district.
 - VII. Ordinance 397 (2011) – approval of an application by Deanne and J. Alan Fielding to create a new classification for B&B's and make this an allowed use in the PA-40 district. Type 3 B&B's were established as the having the same character and number of units (10) as a Type 1 B&B, but permitted to have a restaurant open to the general public.

- VIII. Ordinance 402 (2011) – approval of an application by J and J Golf to make Wedding and Event Centers an allowed use in the AR-10 district.
 - IX. Ordinance 438 (2015) – approval of an application by J. Alan and Deanne Fielding to expand the size of restaurant allowed at Type 3 B&B's.
 - X. Ordinance 445 (2016) – amendments to restrict the number of buildings of Type 2 B&B's in agricultural zones. This was initiated by the Planning Commission.
 - XI. Ordinance 446 (2016) – amendments adopted to add a new chapter with development standards for two types of Wedding and Event Centers. These amendments were prepared by the County after 3 applications were submitted for the 2016 Preliminary Docket relating to Wedding and Event Centers, affecting three separate zoning districts.
 - XII. Ordinance 459 (2016) – approved amendments proposed by Tim Rockey to add breweries to Chapter 17.22, the winery standards and make breweries allowed uses in the AR-10 district.
 - XIII. Ordinance 463 (2017) – approved amendments to establish new land use categories 'Agritourism Enterprises' and 'Small-Scale Value-Added Agricultural Processing' and make these uses allowed in most rural, agricultural, and industrial agriculture zoning districts. In 2016 the County received an application for the Preliminary Docket from a member of the public that would add definitions for these uses and make them allowed uses in the AR-10 district only. This application was placed on the Final Docket and then the County Planning Commission prepared an alternative set of amendments after looking at the issue more broadly, instead of just the limited amendments proposed by the applicant. Due to the additional scope, this project extended into 2017.
 - XIV. Ordinance 473 (2019) – approved amendments proposed by Abeja, LLC. to establish the Type 3 Winery (and Country Inn) land use classification and make this an allowed use in RRM-5 district.
7. Continuing a series of individual amendments like proposed by J B George, LLC. for one use in one rural zoning district to accommodate a limited number of property owners may not be the most efficient way to consider planning policy decisions. It may not be an appropriate time to consider the application.

BE IT RESOLVED, by the Walla Walla County Planning Commission that it makes the following conclusions:

1. The application by J B George, LLC (ZCA20-001) should not be included on the 2020 Final Docket because the proposed amendment is not consistent with the requirements of WWCC 14.15.969D.3 for placement on the Final Docket.

BE IT FURTHER RESOLVED, by the Walla Walla County Planning Commission that the Commission recommends to the Board of County Commissioners the following:

1. Do not include application ZCA20-001 (J B George, LLC.) on the 2020 Development Regulations and Comprehensive Plan Amendment Final Docket based on the criteria contained in Walla Walla County Code Section 14.15.060. There were no additional applications submitted for the 2020 Preliminary Docket, so the Planning Commission's recommended Final Docket includes no applications.

Signed:


Bryce Buckley, Chairman
Walla Walla County Planning Commission

12/31/2020
Date

10:00

COUNTY COMMISSIONERS

- a) Public comment period (time limitations may be imposed)
- b) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review vouchers/warrants/electronic payments
- c) **Consent Agenda Items:**
 - 1) Resolution - Minutes of County Commissioners' proceedings for February 7 and 8, 2022
 - 2) Resolution - Reappointments to the Walla Walla County Current Use Advisory Committee
 - 3) Resolution – Authorization for out of state travel for Walla Walla County Sheriff's Employees (Beyer)
 - 4) Resolution – Authorization for out of state travel for Walla Walla County Sheriff's Employee (Maas)
 - 5) Payroll action and other forms requiring Board approval
- d) **Action Agenda Items:**
 - 1) County vouchers/warrants/electronic payments as follows: 4236569 through 4236770 totaling \$1,549,892.13; 4236771 through 4236777 totaling \$5,854.90 (travel)
 - 2) Resolution – Signing Interlocal Agreement between Walla Walla County and Pend Oreille County for delivery of OnBase Administrator Services
- e) Miscellaneous business to come before the Board
- f) Review reports and correspondence; hear committee and meeting reports
- g) Review of constituent concerns/possible updates re: past concerns

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
REAPPOINTMENTS TO THE
WALLA WALLA COUNTY
CURRENT USE ADVISORY
COMMITTEE }

RESOLUTION NO. 22

WHEREAS, pursuant to RCW 84.34.145, the county legislative authority shall appoint a five- member committee representing the active farming community within the county to serve in an advisory capacity to the assessor in implementing assessment guidelines as established by the department of revenue for the assessment of open space, farms and agricultural lands, and timber lands; and

WHEREAS, terms of appointment to the Walla Walla County Current Use Advisory Committee are for five years, and for consistency, all terms are established to begin and end on January 1; and

WHEREAS, Jack McCaw and Patrick Bowe's term of appointment on said committee expired on January 1, 2022, and both are willing to be reappointed; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that Jack McCaw and Patrick Bowe shall be reappointed to the Walla Walla County Current Use Advisory Committee, said term of appointment to be January 1, 2022 through January 1, 2027.

*Passed this 14th day of **February, 2022** 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

Jennifer R. Mayberry, 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
AUTHORIZATION FOR OUT OF
STATE TRAVEL FOR WALLA
WALLA COUNTY SHERIFF'S
EMPLOYEE (BEYER)

}

RESOLUTION NO. **22**

WHEREAS, the Walla Walla County Sheriff's Office has requested approval for out of state travel for Detective Tom Beyer to travel to Coeur d' Alene, Idaho to attend a Washington State Narcotics Investigators Association (WSNIA) Conference, on April 24 -28, 2022; 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 for review and consideration; now therefore

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

BE IT FURTHER RESOLVED that additional time required to travel to and from said training, if necessary, is also approved.

*Passed this 14th day of **February, 2022** 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

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

WALLA WALLA COUNTY
Employee Travel Authorization

Date of Request February 7, 2022

Employee Attending: Deputy Tom Beyer	Estimate of Cost (Includes all costs even prepaid)	
	Transportation	
Meeting/Training: Start time/date: 4/24/22 End time/date: 4/28/22	<input type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input checked="" type="checkbox"/> County Vehicle <input type="checkbox"/> Private Vehicle _____ miles @ _____	\$ _____ \$ _____
	<input type="checkbox"/> Rental Car <input type="checkbox"/> Cab/Bus	\$ _____
Location: City: Coeur d'Alene State: ID	Lodging	
	5 night(s) @ \$ 175.00	\$ 875
Title of Meeting/Training: WSNIA Conference (Attach agenda/training brochure)	Meals	
	Breakfast(s) 5 @ \$ 15	\$ 75
Departure Date: 4/24/22 Time: 13:00	Lunch(s) 5 @ \$ 18	\$ 90
Return Date: 4/28/22 Time: 17:00	Dinner(s) 4 @ \$ 26	\$ 104
Place of Lodging:	Registration/Tuition	
Coeur D' Alene	Cancel Date:	\$ 450
Phone Number: 1-855-703-4648	Total Expenses	
		\$ 1594.00


Credit Card Use: ☒ Yes ☐ No Date Needed: 4/22/22

I hereby acknowledge receipt of the department credit card/advance travel funds, and certify that I will return the credit card/unexpended advance travel funds, together with an expense voucher, and all required receipts within five (5) days of my return. I further agree that if credit card receipts show any amount in excess of authorized reimbursements, I will attach a check or money order for that amount owed or that amount shall be deducted by the County Auditor's Office from my next paycheck.

 Signature of Employee

Date: _____

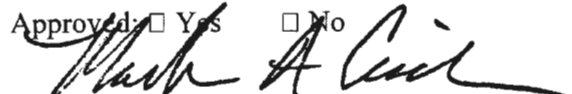
Recommended: ☐ Yes ☐ No



 Supervisor Signature

Date : 2/7/22

Out-of-State Travel: ☐ Yes ☐ No
 (Attach Resolution)

Approved: ☐ Yes ☐ No


 Elected Official/Department Head

Date: 2/7/22



Mark Crider
Sheriff

WALLA WALLA COUNTY SHERIFF'S OFFICE

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

Sheriff's Office
Fax
Dispatch
Toll Free
Email:

(509) 524 - 5400
(509) 524 - 5480
(509) 527 - 3265
(888) 527 - 3268
sheriff@co.walla-walla.wa.us

Joe Klundt
Richard L. Schram
Ron Varner

Undersheriff
Chief Criminal Deputy
Chief Civil Deputy

Memorandum

Date: February 7, 2022
To: Board of County Commissioners
From: Mark Crider, Sheriff
RE: Out of state travel: Det. Tom Beyer

Tom Beyer is requesting travel to attend the Washington State Narcotics Investigators Association (WSNIA) Conference, April 24- April 28, 2022 in Coeur d' Alene, Idaho. I believe that attending this conference will benefit our agency with the conference's relevant educational sessions and networking opportunities with colleagues from across the nation.

Det. Beyer was recently selected to the Regional Drug Task Force and requires this training for his new assignment. Due to the growing number of members, the conference has again been moved this year to Coeur d' Alene, Idaho to accommodate the size of the conference.

WSNIA continues to provide the most pertinent training in illegal narcotics investigations, including recent trends and legal updates. Training is provided by highly respected and certified presenters, all of which have extensive knowledge and experience in their respective fields. This knowledge has been brought back to the Sheriff's Office and shared with all personnel, which includes drafting policies and procedures. Most recently, training acquired from WSNIA assisted in drafting and implementing policy with regards to handling narcotic cases involving suspected Fentanyl.

The registration fee is \$450.00 per person for current WSNIA members. For the benefits that I expect to derive from this conference, I believe that the costs are justified by the information which will be brought back to Walla Walla County.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Crider". The signature is fluid and cursive, with the first and last names being more prominent.

Mark Crider, Sheriff

Recommendation:

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

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

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



RESOLUTION NO. **22**

WHEREAS, the Walla Walla County Sheriff has requested approval for out of state travel for Sergeant Kevan Mass to travel to Coeur d'Alene, Idaho to attend a Night Vision Operations Shooting and Tactics training, March 2-4, 2022; 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 for review and consideration; now therefore

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

BE IT FURTHER RESOLVED that additional time required to travel to and from said training, if necessary, is also approved.

*Passed this 14th day of **February, 2022** 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

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

WALLA WALLA COUNTY
Employee Travel Authorization

Date of Request February 2, 2022

Employee Attending: Sergeant Kevan Maas	Estimate of Cost (Includes all costs even prepaid)	
	Transportation	
Meeting/Training: Start time/date: 3/2/22 End time/date: 3/4	<input type="checkbox"/> Air <input type="checkbox"/> Bus/Train <input checked="" type="checkbox"/> County Vehicle	\$
	<input type="checkbox"/> Private Vehicle _____ miles @ _____	\$
Location: City: Coeur d'Alene State: ID	<input type="checkbox"/> Rental Car <input type="checkbox"/> Cab/Bus \$	
Title of Meeting/Training: Night Vision Operations shooting and Tactics (Attach agenda/training brochure)	Lodging	
	3 night(s) @ \$ 116.00 \$ 348	
Departure Date: 3/1/22 Time: 12:00	Meals	
Return Date: 3/4/22 Time: 17:00	Breakfast(s) 3 @ \$ 15	\$ 45
	Lunch(s) 3 @ \$ 18	\$ 54
	Dinner(s) 3 @ \$ 26	\$ 78
Place of Lodging: Staybridge Suites	Registration/Tuition	
Phone Number: 208-676-0222	Cancel Date: 3/1/2022	\$ 750
	Total Expenses	
	\$ 1,275	

Credit Card Use: ☒ Yes ☐ No Date Needed: 3/1/2022

I hereby acknowledge receipt of the department credit card/advance travel funds, and certify that I will return the credit card/unexpended advance travel funds, together with an expense voucher, and all required receipts within five (5) days of my return. I further agree that if credit card receipts show any amount in excess of authorized reimbursements, I will attach a check or money order for that amount owed or that amount shall be deducted by the County Auditor's Office from my next paycheck.

Kevan M. Maas
 Signature of Employee

Date: 02/04/2022

Recommended: ☐ Yes ☐ No

[Signature]
 Supervisor Signature

Date: 02/04/2022

Out-of-State Travel ☒ Yes ☐ No
 (Attach Resolution)

Approved: ☐ Yes ☐ No

 Elected Official/Department Head

Date: _____



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

Mark A. Crider *Undersheriff*
Richard L. Schram *Chief Criminal Deputy*
Ron Vamer *Chief Civil Deputy*

Memorandum

Date: February 3, 2022
To: Board of County Commissioners
From: Richard Schram, Chief Criminal Deputy
RE: Out of state travel: Sergeant Kevan Maas

In 2021 Sergeant Maas was approved by BOCC to attend a 5-day Night Vision (NVG) training, in San Bernadino, CA, November 2nd through the 6th, 2021. The course was for Night Vision Operations. That training was cancelled by the instructor due to low enrollment. However, the need for him to obtain this training still exists.

The Walla Walla Regional SWAT is comprised of members from all three agencies in the Walla Walla Valley. The Walla Walla Sheriff's Office currently has four, deputies who are active members, functioning in the roles of Police Sniper, Entry Operator and Squad Leader. Command of the SWAT Team is shared between the Chief Operations Deputy and a Walla Walla Police Department Captain. Additionally, deputies provide training and often specialize in specific equipment and tactics within the team.

After a recent evaluation of team capabilities under the standards established by the National Tactical Officers Association (NTOA), identified a deficiency of the SWAT team's night operation abilities. Specifically, the SWAT team does not have night vision abilities due to a lack of equipment and training. The SWAT team leadership then held a meeting with area law enforcement CEOs to obtain the direction they desire our team to move. After the meeting it was agreed resources would be further combined to equip our team with best practice training and equipment.

Reasons to have inhouse training in night vision are the following:

1. A qualified inhouse instructor can provide critical insight prior to any purchase of night vision equipment. This would eliminate the costly trial and error process of selecting the right equipment from the thousands of products available.

2. Having a qualified inhouse night vision instructor will eliminate the need to send other SWAT operators out of county for training or pay for consultants. The cost of one instructor versus the investment it would take to send the entire team to outside training is much more financially responsible. This would also allow WWSO to assist our regional partners with their night vision training needs and receive reciprocal training in return.
3. Capable deputies with proper equipment and training would be a major contribution to both patrol operations, SWAT operations, Canine Searches and Search and Rescue operations when requested.

Currently, WSPD has made an initial equipment purchase for some of their officers on the SWAT team and Sergeant Maas is crafting a request to the Walla Walla Sheriff's Foundation to assist us in making an initial purchase of equipment as well.

I am again writing to request out of state travel for Sgt. Maas to attend 32 hours of training in Coeur d'Alene, Idaho, March 2nd through March 4th, 2022. This course is taught by Redback One. Redback One instructors are experienced combat veterans that are carefully chosen for their experience, demeanor and instructional ability. They are hand selected professionals that can impart leading edge tactics, techniques, and procedures to combat constantly evolving threats. Their instructors come from various special operations backgrounds including:

- U.S. Naval Special Warfare Development Group (DEVGRU)
- U.S. Army Special Operations Command (USASOC)
- U.S. Air Force Special Warfare (USAFSW)
- Australian Special Air Service Regiment (SASR)

From the Redback One raining curriculum:

"This 3-Day/ 32hr intermediate level course of instruction has been developed to train and qualify attendees in the application, employment and integration of image intensified Visual Augmentation Systems including Night Vision Goggles and both visible and infra-red aiming laser and illuminator during tactical operations including urban combat shooting and close quarters battle training.

During this course of instruction, attendees will participate in three blocks of instructor lead training and practical exercises. The initial block commences during the day with zeroing combat optics and visible lasers and focuses on live fire combat shooting at intermediate distances of 50 -200 yards. Students will be taught dynamic movement and engagement techniques using various shooting positions including prone, kneeling, and standing, urban shooting techniques using barriers and shoulder transitions and advanced stoppage assessments and clearances while negotiating their night vision goggles. This daytime terminal learning objective will consist of a dynamic shooting assessment that incorporates many of the techniques learnt throughout the day. Training will continue into the evening where attendees will replicate daytime curriculum using both active and passive targeting methods that have been designed to introduce concepts for successful near peer engagements. Trainees will participate in practical exercises that will test night fighting equipment and the end user's ability to determine positive threat identification. These exercises are crucial to ensure attendees are aware of the effectiveness and limitations of their night fighting equipment and be able to make good decisions under stress in order to manage liability. This block will conclude with practical exercises to develop SOP/s for target approach and advance to contact tactics and procedures.

The second block on day two will focus heavily on close quarters combat engagements where students will learn best practices in safe weapons handling procedures and engagement techniques while using their night fighting equipment. Attendees will participate in validation assessments that have been designed as enabling objectives to evaluate the student's ability to quickly and decisively engaged targets in reduced light and no light. Training will include presentations, correct scanning and assessing, rifle to pistol transitions, application of white light and infra-red pistol engagements, advanced turning procedures, stoppage clearances, shooting while moving, assaulter bail out drills. Terminal testing will be conducting during the day and night with the Redback One Close Quarters Combat Shooting Validation.

Day three will commence with lessons on deliberate close quarters battle tactics. Attendees will learn leading edge techniques and procedures in the integration of night fighting equipment with deliberate close quarters battle. The block will consist of instructor lead training in two-man room combat tactics, techniques and procedures including, points of penetration, corner and center fed rooms, priority of threat, cross pan and sectoring as well as SOP development for hard and soft targets. Attendees will be given instruction in door and entry procedures; movement procedures and room combat problem solving.

Student's attending this course will receive valuable lifesaving training that has been designed to develop situation awareness, enhance survivability, increase individual skills and targeting. This course will improve the overall night fighting capability of the team and increase individual capability to operate and fight at night in a close quarters combat environment."

Thank you for your time and consideration on this matter,

A handwritten signature in black ink, appearing to read 'R. Schram', with a long horizontal flourish extending to the right.

Chief Criminal Deputy Richard Schram

Recommendation:

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

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF AN
INTERLOCAL AGREEMENT
BETWEEN WALLA WALLA
COUNTY AND PEND OREILLE
COUNTY FOR DELIVERY OF
ONBASE ADMINISTRATOR
SERVICES

}

RESOLUTION NO. **22**

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

WHEREAS, Walla Walla County and Pend Oreille County wish to enter into an Interlocal Agreement to provide delivery of OnBase Administrator Services; and

WHEREAS, the agreement benefits the citizens of Walla Walla County; and

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

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve said interlocal agreement and will sign same.

*Passed this 14th day of **February, 2022** 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

Jennifer R. Mayberry, 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 PEND OREILLE COUNTY FOR
DELIVERY OF ONBASE ADMINISTRATOR SERVICES**

THIS IS AN AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Ch 39.34 RCW, between Walla Walla County, Washington, a political subdivision of the State of Washington (hereinafter Walla Walla County and Pend Oreille County, Washington, a political subdivision of the State of Washington, through its Superior Court Clerk's Office (hereinafter "Pend Oreille"). Each a "Party" or together the "Parties". This AGREEMENT provides for the Walla Walla County to contract for specified OnBase Administrator services from Pend Oreille County and for Pend Oreille County to provide such OnBase Administrator Services upon the Terms and Conditions agreed to herein.

NOW THEREFORE,

WALLA WALLA COUNTY AND PEND OREILLE COUNTY agree as follows:

TERMS AND CONDITIONS

SECTION 1-PURPOSE.

The purpose of this Agreement is to define the services to be provided and the terms and conditions under which they will be provided to Walla Walla County by Pend Oreille County.

SECTION 2-TERMINOLOGY.

As used in this Agreement, certain terms shall have the following meanings:

“Day/Days” shall mean calendar days.

“Force Majeure” means an occurrence that is beyond the control of a party and the effects of which could not have been avoided or mitigated by exercising reasonable diligence. *Force Majeure* shall include acts of nature (including: fire, floods, earthquakes, epidemics, or other natural disasters), acts of war, labor disruptions acts or omissions or defaults by third parties, and official governmental or judicial action not the fault of the party failing or delaying in performance, or other similar occurrences.

“Provider” shall mean the party to this Agreement as providing the service to the other party.

“Recipient” shall mean the party to this Agreement as receiving services from or through the other party.

“Services” shall generally represent the “Scope of Services” and may represent any combination of labor, whether by the Provider’s employees, use of facilities, equipment, software or material goods utilized or consumed in providing the Services.

SECTION 3-EFFECTIVE DATE/TERM.

The effective date for this Agreement is on the date of execution by both parties and remains in effect until termination, as set forth in Section 4 of this Agreement.

SECTION 4-TERMINATION.

- 4.1 TERMINATION FOR CONVENIENCE- Either party may terminate this Agreement for convenience, after first providing written notice of the intent to terminate to the other party, 180 days in advance.
- 4.2 TERMINATION FOR BREACH- Except in the case of delay or failure resulting from circumstances beyond the control of and without the fault or negligence of a party, or of a party’s suppliers or subcontractors, the Recipient shall be entitled, by written notice to cancel Agreement, for breach of any of its terms, and to retain all other rights against the Provider by reason of the Provider’s breach as provided by law.

A breach shall mean one or more of the following events: (1) the Provider fails to perform the Services by the time and date required and such failure is not caused by a Force Majeure event; (2) the Provider breaches any warranty or fails to perform or comply with

any term or condition in this Agreement. If it is subsequently found that the Provider was not in breach, the rights and obligations of the parties shall be the same as if a Notice of Termination had been issued pursuant to subparagraph 4.1.

The Recipient shall issue a written notice of breach providing a period not to exceed thirty (30) days in which the Provider shall have an opportunity to cure. If the cure requires more than 30 days, the Provider shall provide a plan acceptable to the Recipient, and if exercising due diligence shall have a reasonable time to cure. Time allowed for cure shall not diminish or eliminate the Provider's liability for damages.

If the breach remains, after the Provider has been provided the opportunity to cure, the Recipient may do one or more of the following:

- (1) Exercise any remedy provided by law.
- (2) Terminate this Agreement or portions thereof, by written notice.
- (3) Seek damages.

4.3 TERMINATION BY MUTUAL AGREEMENT- The parties may terminate this Agreement in whole or in part, at any time, by mutual agreement.

4.4 In the event written notice of termination is given by either party, both parties shall work to accomplish a complete transition of services being terminated without interruption of, or adverse impact on, the services enjoyed by either party under this Agreement.

SECTION 5-OVERSIGHT AND ADMINISTRATION.

There shall be no separate legal entity created by this Agreement. The Pend Oreille County Superior Court Clerk and Walla Walla County Superior Court Clerk or their designees shall administer this Agreement.

The Administrators or their designees shall meet not less than annually (or otherwise mutually agreed) to review the performance of with regard to material aspects, as well as the effectiveness and value of the Services provided between the Provider and the Recipient.

The Administrators will review service levels and rates of compensation under this Agreement not less than annually.

SECTION 6-DISPUTE RESOLUTION.

In the event of a dispute between Pend Oreille County and Walla Walla County regarding the delivery of services under this Agreement, the Administrators noted in Section 5 above or their designees shall review the dispute and options for resolution. The decision of the Administrators of this Agreement or his/her designee, regarding the dispute shall be written as an addendum to this Agreement and shall be final as between the Parties.

Any controversy or claim arising out of or relating to the alleged breach of this Agreement that cannot be resolved by the Administrators, or their designees, may be submitted to mediation.

SECTION 7-VENUE AND CHOICE OF LAW.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Pend Oreille. This Agreement shall be governed by the law of the State of Washington. Each party shall be responsible for its own attorney fees.

SECTION 8-RIGHTS AND REMEDIES.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION 9-INDEPENDENT CONTRACTOR.

Pend Oreille County is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Walla Walla County and Pend Oreille County or any of the employees or agents of either party. Pend Oreille County shall retain all authority and responsibility for the provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by Pend Oreille County pursuant to this Agreement.

The Parties shall comply with all relevant Federal, State, and municipal laws, rules and regulations. Nothing in this agreement shall make an employee of Walla Walla County an employee of Pend Oreille County or any employee of Pend Oreille County and employee of Walla Walla County for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges afforded to said employees by virtue of their employment.

This section 9 shall survive termination of this Agreement.

SECTION 10-HOLD HARMLESS/INDEMNIFICATION.

- 10.1 Each party agrees to indemnify, defend, save and hold harmless the other, its officials, employees and volunteers from any and all liability, demands, claims, causes of action, suits or judgments including costs, attorney fees and expenses, arising out of or resulting from the negligent acts, errors or omissions of Pend Oreille County relating to or arising out or in connection with, or incident to, its negligent acts or omissions under this Agreement. Without limiting the generality of the foregoing, the parties further expressly agrees to indemnify, defend, save and hold harmless the other party, its officials, employees, and agents from and against any and all liability, claims, demands, losses, damages, costs, causes of action, suits or judgments, including attorney fees, costs or expenses incurred in connection therewith, for deaths or injuries to person arising out of,

in connection with, or incident to the performance of this Agreement by a Provider, its officials, employees or agents.

- 10.2 In the event that any suit based on such a claim, demand, loss, damage, cost or cause of action is brought against either party relating to a Service provided under this Agreement, the other party reserves the right to participate in said suit if any principal of government or public law is involved.
- 10.3 This indemnity and hold harmless shall include any claim made against a Recipient by an employee of the Provider or subcontractor or agent of the Provider, even if the Provider is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW; provided however, this paragraph does not purport to indemnify the Recipient against the liability for damages arising out of bodily injuries to person caused by or resulting from the sole negligence of the Recipient, its elected officials, officers, employees and agents.
- 10.4 This indemnity and hold harmless shall further include any claim made against either party regarding payment of any taxes other than state sales tax on tangible goods.
- 10.5 In the event of litigation between the parties to enforce the rights under this section, each party shall bear its own attorney's fees and costs.
- 10.6 This Section 10 shall survive the termination of this Agreement.

SECTION 11-ASSIGNMENT/SUBCONTRACTING.

Neither the Recipient nor the Provider shall transfer or assign, in whole or in part, any or all of their respective rights or obligations under this Agreement without the prior written consent of the other.

SECTION 12-NON-DISCRIMINATION.

In connection with the provision of services pursuant to this Agreement, the Parties shall not discriminate against any employee or applicant for employment or against any consumer of or applicant for services because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, the presence of any physical, mental or sensory disability, or perceived or actual sexual orientation. The Parties certify that they are Equal Employment Opportunity Employers.

SECTION 13-NO THIRD-PARTY BENEFICIARY.

Walla Walla County and Pend Oreille County do not intend there by any third-party beneficiary under this Agreement. Neither party intends, by this Agreement, to assign any contractual obligations to or assume any contractual obligations by any party, other than between Walla Walla County and Pend Oreille County. However, this does not limit or restrict either party from engaging a third-party to provide similar services under separate agreements.

SECTION 14-NOTICE.

Any notices to be given under this Agreement shall be in writing and shall, at a minimum, be delivered, postage prepaid and addressed to:

If to Pend Oreille County:

PEND OREILLE COUNTY
PO Box 5020
Newport, Washington 99156
Attn: Superior Court Clerk

If to Walla Walla County:

WALLA WALLA COUNTY
PO Box 836
Walla Walla, WA 99362
Attn: Kathy Martin

Either party giving the other party notice of such change as provided in this Section 14 may change the name and address to which notices shall be directed.

SECTION 15-WAIVER.

No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or conditions or any subsequent breach, whether of the same or different provision.

SECTION 16-CONFIDENTIALITY.

The Provider acknowledges that its employees may have access to sensitive and confidential materials. The Provider employees shall not disclose to a third-party any information accessed, downloaded, obtained, reviewed etc., as part of providing the services under this Agreement without the written permission of the Recipient, by court order, or if such disclosure is required pursuant to the Public Records Act (Chapter 42.56 RCW).

SECTION 17-ENTIRE AGREEMENT.

Except as provided in Section 20 (Services), this Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 18-AMENDMENT.

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved by and executed by the Pend Oreille County Board of Commissioners, or their designee and the Walla Walla County Board of Commissioners or their designee.

SECTION 19-SEVERABILITY/CAPTIONS.

If any section or provision of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other section or provisions of this Agreement. The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.

SECTION 20-SERVICES.

20.1 Pend Oreille County shall provide on-going support and maintenance for the OnBase document/workflow management system used by the Superior Court Clerk's Offices. Services include but are not limited to:

- a. Configuring OnBase software to create workflows and automate manual processes in the application.
- b. Plan and test software updates. Assists in troubleshooting and resolving update issues.
- c. Assist with e-filing related to the OnBase software.
- d. Assist with the integration of other software/applications to the OnBase software.

20.2 Where the Recipient requests services under this Agreement, such services should be requested via email or phone to the Provider's assigned employee who will document the request in the form of an E-Ticket which will be generated by the Provider's employee. All E-Tickets will be cc'd to the Walla Walla County Technology Services Department, and any services requiring any network or infrastructure changes will be coordinated with the Walla Walla County Technology Services Department.

The intent of this provision is to ensure clear communication and documentation of the service(s) being requested prior to either party taking action or incurring costs. Both parties will act in good faith to identify requirements, expectations and to adhere to the commitments specified with this Agreement.

20.3 All service requests are subject to the terms and conditions of this Agreement.

20.4 Duration of a service request shall be defined in the email or phone communication and may be (1) of a limited time period which is concluded upon accomplishment of specified deliverables or (2) of a continuing service with regular renewal review.

SECTION 21-RATES FOR SERVICE AND BILLING PROCESS.

21.1 Rates for Service. During the term of this Agreement, and in consideration for the Services provided by the Pend Oreille County as set forth herein, Walla Walla County promises to pay Pend Oreille County a quarterly sum determined according to Exhibit A, which is attached and incorporated by reference. Rates may change from year to year and will be discussed between the parties as provided in Section 5 during the annual review.

21.2 If it is necessary for Provider's employee to travel by motor vehicle to the Recipient's Facilities in order to provide Services under this Agreement, the Recipient shall reimburse Provider at the current Standard Mileage Rate set by the IRS. If it is necessary for a Provider's employee to drive to a location other than the Recipient's facilities for the

purposes of this Agreement, the Provider shall first obtain permission from Recipient prior to incurring any travel costs.

- 21.3 Recipient shall be responsible and liable for all costs incurred in the acquisition of its own equipment (data processing and telecommunication) and third-party vendor fees.
- 21.4 Billing Process. Walla Walla County will be billed in equal quarterly amounts for services rendered. The payments are due within 30 days after invoicing by Pend Oreille County. Payments shall be made to:

Pend Oreille County Clerk's Office
P.O. Box 5020
Newport, WA 99156

SECTION 22-REQUEST FOR SERVICES OUTSIDE OF THIS AGREEMENT.

Recipient may desire to have Provider perform additional services, not covered by this Agreement. In such case, Recipient may solicit a response and cost proposal from Provider for the performance of specified services. If the services provided or risks involved are deemed significantly different than those under the current Agreement, a separate memorandum of understanding may be jointly developed by Recipient and Provider to identify the terms and conditions for these additional services, including terms for termination. Recipient may accept or reject Provider's proposal for services.

SECTION 23-PERSONNEL.

- 23.1 Assigned Staff. Provider shall designate the personnel to provide services to Recipient. Recipient reserves the right to review the qualifications of personnel providing services under this Agreement.
- 23.2 If Recipient believes that the performance or conduct of any person employed or retained by the Provider to perform obligations under this Agreement, is unsatisfactory for any reason, or is not in compliance with the provision of this Agreement, Recipient shall notify the Provider designated in Section 5 of this Agreement. The Provider will establish a plan to resolve the issue with a deadline mutually agreed upon by the Recipient. If a mutually acceptable solution is cannot be reached, parties to follow the dispute resolution procedures outlined in Section 6 of this Agreement.
- 23.3 Access to Recipient Facilities. Recipient, depending on requirements of the request for service, in its sole discretion, may approve any Provider employees requiring access to any Recipient facility. Should Recipient refuse access to any Provider employee attempting to act in accordance with this Agreement, the Provider shall not be held in breach of the Agreement as to the Services affected.
- 23.4 Background Checks. As may be required by the Recipient and the requirements of a request for service, the Provider shall be responsible for conducting a background check on all personnel hired after the effective date of this Agreement. The background

investigation shall include but not be limited to a credit check and criminal records check for misdemeanors and felonies. Limited background checks will be performed on current employees that have access to the Recipient's sensitive data.

- 23.5 Staff Substitution. In the event that Recipient notifies Provider that it wishes Provider to replace an employee of the Provider providing services to Recipient, Recipient and Provider shall meet to attempt to resolve Recipient's concerns. If the parties are not able to resolve Recipient's concerns within ten (10) days after Recipient's notice to Provider (or such later date agreed upon by both parties), Provider shall exercise reasonable diligence to honor Recipient's requests to replace the staff member.
- 23.6 Staff Direction. In situations where Walla Walla County staff receives directions from Pend Oreille County's staff or Pend Oreille County staff receives direction from Walla Walla County staff that may be in conflict with Pend Oreille County or Walla Walla County policy, guidelines, terms and conditions of this Agreement, or that may result in potential risk to either Party, the involved staff will notify one another and the Administrators noted in Section 5 of this Agreement of such potential conflict and of the relevant policy, guideline, term or condition of this Agreement or risk and delay action implementing such direction, unless immediate action is required to ensure business continuity, until the direction can be confirmed with the Administrators in consultation. The Administrators will make best efforts to expedite identification and resolution of conflicts and provide prompt directions to their respective staff members. If they are unable to resolve the conflict, the provisions of Section 6 shall apply.
- 23.7 Employees physically working at a facility of the other party will act in accordance with all policies and procedures regarding appropriate conduct in that party's workplace.

SECTION 24-WARRANTY.

The Provider warrants and represents that the services provided shall be performed in a good, workmanlike and professional manner in accordance with industry standards and practices. Except as expressly stated herein, there are no express or implied warranties, including but not limited to the warranties of merchantability and fitness for a particular purpose respecting this agreement or the services provided.

SECTION 25- REAL OR PERSONAL PROPERTY.

The terms of this Agreement do not contemplate the acquisition of any real or personal property. In the event that joint property is acquired, then it shall be distributed, when the Agreement is terminated, to the parties in proportion to that party's monetary contribution to purchase such property.

SECTION 26- RECIPIENT COUNTY RESPONSIBILITIES.

To meet its obligations under this Agreement, Walla Walla County will:

- 26.1 Work cooperatively with the appropriate Pend Oreille County staff to define and set priorities for Walla Walla County OnBase projects to be accomplished.
- 26.2 Compensate Pend Oreille County for services provided within this Agreement.
- 26.3 Provide or fund upgrades, replacement or additional equipment authorized within the scope of this Agreement and if possible, as recommended by the Pend Oreille County OnBase Administrator as necessary to keep a current infostructure.

SECTION 27-DOCUMENTATION.

Pend Oreille County will maintain documentation accessible by Walla Walla County that contains up to date documentation regarding activities, schedules and processes related to the services provided under this Agreement.

SECTION 28-DOCUMENT EXECUTION.

The parties agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by each County Clerk of the Board. This Agreement shall be filed or listed pursuant to the provisions of RCW 39.34.040.

IN WITNESS WHEREOF: The parties have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 2022.

[executed pages with signatures is attached]

BOARD OF COUNTY COMMISSIONERS
PEND OREILLE COUNTY, WASHINGTON:

John Gentle, Chair

Robert Rosencrantz, Commissioner

Brian Smiley, Commissioner

Attest:

Crystal Zieske, Clerk of the Board

Recommended for Signature by:

Tammie Ownbey
Pend Oreille County Superior Court Clerk

Approved as to Form:

Dolly N. Hunt
Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

Jennifer Mayberry, Commissioner

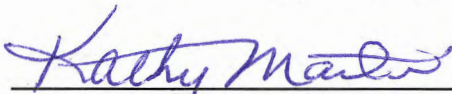
Todd Kimball, Commissioner

Gregory Tompkins, Commissioner

Attest:

Diane Harris, Clerk of the Board

Recommended for Signature by:


Kathy Martin
Walla Walla County Superior Court Clerk

Approved as to Form:

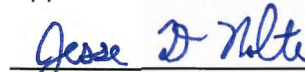

Jesse D. Nolte
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A

Services and Rates for Budget Year 2022

Rate(s) associated with the OnBase Administrator Services provided by Pend Oreille County:

Walla Walla County	# of Licenses	Price per OnBase License	Base Rate	Price of License	Totally Annually
	40	\$300.00	\$5,000	\$12,000	\$17,000

a) Action Agenda Items:

- 1) Resolution – Initiating a County Road Project designated as CRP 22-01, Mill Creek Road, MP 1.10 to MP 3.96
- 2) Resolution – Signing a project prospectus for Mill Creek Road Project MP 1.10 to MP 3.96
- 3) Resolution – Signing a local agency agreement for Federal Surface Transportation Program Funds for Mill Creek Road Project, MP 1.10 to MP 3.96
- 4) Resolution – Setting a hearing date to consider declaring certain equipment, miscellaneous used parts, tools, fax machine, servers and office equipment surplus
- 5) Proposal 2022 02-14 PW Approval to hire Equipment Maintenance Supervisor at Range 6, Step D

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF INITIATING A
COUNTY ROAD PROJECT
DESIGNATED AS CRP 22-01, MILL
CREEK ROAD, MP 1.10 TO MP 3.96

RESOLUTION NO. **22**

WHEREAS, two previous projects, CRP 13-02 Mill Creek Rd MP 1.96 to MP 3.96 and CRP 14-01 Mill Creek Rd at Five Mile have received funding and have been initiated, and

WHEREAS, it is in the best interest of the County to combine the projects for the construction phase; and

BE IT HEREBY RESOLVED that Mill Creek Road, MP 1.10 to MP 3.96, Road Log No. 97330, located in Section 13, Township 7N, Range 36E, and Sections 17 & 18, Township 7N, Range 37E be improved as follows:

Reconstruct, realign and widen Mill Creek Road including reconstructing, realigning and relocating the intersection of Five Mile Road to meet current road standards.

This project is declared to be a public necessity and the County Engineer is hereby authorized to proceed with the improvement for Mill Creek Road. 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	Project Total	RA TA Fund	STPR Fund	County Fund
Construction	\$3,947,000	\$1,701,869	\$846,131	\$1,399,000
Total	\$3,947,000	\$1,701,869	\$846,131	\$1,399,000

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

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

Passed this 14th day of **February, 2022** 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

Jennifer R. Mayberry, 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
PROJECT PROSPECTUS FOR MILL
CREEK ROAD PROJECT M.P. 1.10
TO M.P. 3.96

}

RESOLUTION NO. **22**

WHEREAS, Construction Funds are available for the Mill Creek Road Project M.P. 1.10 to M.P. 3.96 Project; and

WHEREAS, Mill Creek Road Project M.P. 1.10 to M.P. 3.96 qualifies for said funds; and

WHEREAS, a Project Prospectus has been prepared as part of an application for said construction funds to improve Mill Creek Road M.P. 1.10 to M.P. 3.96; and

WHEREAS, Walla Walla County agrees to comply with the regulations, policies and procedures set forth in the Project Prospectus; now therefore

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

*Passed this 14th day of **February 2022** 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

Jennifer R. Mayberry, 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
LOCAL AGENCY AGREEMENT FOR
AN APPLICATION FOR FEDERAL
SURFACE TRANSPORTATION
PROGRAM FUNDS FOR MILL CREEK
ROAD PROJECT M.P. 1.10 TO M.P.
3.96



RESOLUTION NO. **22**

WHEREAS, Surface Transportation Program (STP) funds are available; and

WHEREAS, Mill Creek Road Project from MP 1.10 to MP 3.96 qualifies for Surface Transportation Program (STP) funds; and

WHEREAS, Mill Creek Road Project is listed on the Six Year Transportation Improvement Program; and

WHEREAS, a Local Agency Agreement has been prepared as part of an application for said funds to improve Mill Creek Road Project; and

WHEREAS, Walla Walla County agrees to comply with the regulations, policies and procedures set forth in the Local Agency Agreement as a condition of payment of federal funds obligated; now therefore

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

*Passed this 14th day of **February, 2022** 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

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A DATE
OF PUBLIC HEARING TO CONSIDER
DECLARING CERTAIN EQUIPMENT,
MISCELLANEOUS USED PARTS,
TOOLS, FAX MACHINE, SERVERS
AND OFFICE FURNITURE AS
SURPLUS

}

RESOLUTION NO. **22**

WHEREAS, Walla Walla County has no beneficial use for certain pieces of equipment, miscellaneous used parts, tools, fax machine, servers and office furniture; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that a hearing to consider declaring certain equipment, miscellaneous used parts, tools, fax machine, servers and office furniture surplus be set for 10:15 a.m., Monday, March 7th, 2022 in the Walla Walla County Commissioners' Chambers, County Public Health and Legislative Building, located at 314 W. Main, Walla Walla, Washington. Remote public participation and testimony will be allowed via Webex and telephone.

Passed this 14th day of **February, 2022** 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

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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



MEMO

Date: February 7, 2022

Proposal ID. 2022 02-14 PW

To: Board of County Commissioners

From: Tony Garcia Morales, Public Works Director

Intent – Seeking to offer the position of Equipment Maintenance Supervisor to an external candidate, at step D (\$5,288 per month) within Pay Range 6.

Topic – New Hire – External candidate

Summary – Our former Equipment Maintenance Supervisor was recently promoted to Fleet Manager. This left the Equipment Maintenance Supervisor position vacant since 24 November 2021. In order to backfill this position, we advertised it externally on 1 December 2021 until filled. Although three (3) external candidates submitted applications, only one met the minimum qualifications of the position's job description.

After further review of the application documents submitted by the candidate, we decided to move forward with the interview on January 18, 2022. After a deliberation process by the selection committee, it was unanimously decided to offer the position of Equipment Maintenance Supervisor to the candidate because of his college education in Heavy Duty Diesel Mechanics and Welding Technology (with underwater welding certificate), coupled with his previous experience as Lead Installer at Boeing where he supervised a crew of aircraft assemblers/installers. The candidate also worked as Heavy Equipment Diesel Mechanic for both N.C Machinery Company and more recently at Caterpillar (Pasco). The candidate has worked through the ranks at Caterpillar where he has been promoted multiple times from Heavy Equipment Diesel Mechanic to a Product Support Sales Rep and ultimately a Product Support Field Technician troubleshooting, testing, re-programming, and repairing Caterpillar equipment throughout the region.

Based on the employee's education coupled with his previous experience, I am requesting a starting salary of \$5,288 per month which is Range 6, Step D.

There would be no unplanned or unanticipated impacts to the County Road budget as a result of this hiring action and I can confirm the Department has sufficient funds within this year's budget to pay for this position at the requested salary. Start date is scheduled for 1 March 2022.

Total Cost – I would like to start this position at \$5,288 per month which is Range 6, Step D.

Funding – Covered in this year's budget.

Alternatives Considered – Based on the candidate's education and previous experience, this candidate is the best suited for this position.

Benefits – Hiring this position will allow the Public Works Department to continue effective and efficient operations within the Mechanical Shop.

Conclusion/Recommendation – My recommendation and request is to hire the Equipment Maintenance Supervisor at \$5,288 per month, which is Range 6, Step D with a start date of 1 March 2022.

Submitted By

Disposition

Tony Garcia Morales, Public Works Director 2-7-22

☐ Approved

Name Department Date

☐ Approved with modifications

☐ Needs follow up information

☐ Denied

BOCC Chairman

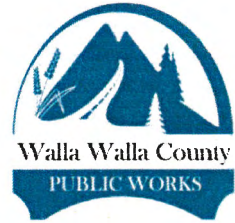
Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up

**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: 8 February 2022

Re: Director's Report for the Week of 7 February

Board Action: 14 February 2022

Agenda Action Items:

Resolution – In the Matter of Initiating a County Road Project Designated as CRP 22-01, Mill Creek Road MP 1.10 to MP 3.96

Resolution – In the Matter of Signing a Project Prospectus for Mill Creek Road Project MP 1.10 to MP 3.96

Resolution – In the Matter of Signing a Local Agency Agreement for Federal Surface Transportation Program Funds for Mill Creek Road Project, M.P. 1.10 to M.P. 3.96

Resolution – In the Matter of Setting a Hearing Date to Consider Declaring Certain Equipment, Miscellaneous Used Parts, Tools, Fax Machine, Servers, and Office Equipment Surplus

ENGINEERING:

- Arch Bridge (Apollo, Inc): Work continues, concrete girders scheduled to be delivered February 24th.
- Mill Creek Road MP 1.1 to MP 3.96: Working on right of way acquisition.
- Peppers Bridge Road: Working on right of way acquisition.
- Dell Sharpe Bridge: Reviewing 75% design package and working on environmental documents.
- Lyons Ferry Road: Survey control has been established for the project.
- Abbott Road Sidewalk: Working with utility companies on resolving conflicts.

MAINTENANCE/FLEET MANAGEMENT:

- South Crew – Blading, ditching, and graveling roads.
- North Crew – Culvert work and finishing up on some slide cleanup.
- Signs and Veg Crew – Reflectivity inspection, brush cleanup and sign maintenance.
- Garage – Routine service, two graders in for repair.

ADMINISTRATION:

- Conducted weekly Staff, Engineering and Road Operations meetings.
- Foremen attended a Peer to Supervisor webinar training.
- Attended a Washington State Department of Transportation (WSDOT) Bridge Condition Inspection Webinar.
- Conducted our quarterly Safety Committee Meeting.
- Darrell Sowards (County Surveyor) submitted his resignation; took a position with the Corps of Engineers; his last day is 25 February.

a) Action Agenda Items:

- 1) Resolution – Approving an Agreement between Walla Walla County and Benton-Franklin Counties for mutual use of juvenile detention center facilities

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF
APPROVING AN AGREEMENT
BETWEEN WALLA WALLA
COUNTY AND BENTON-
FRANKLIN COUNTIES OF
MUTUAL USE OF JUVENILE
DETENTION CENTERS

RESOLUTION NO. **22**

WHEREAS, Walla Walla County and Benton-Franklin Counties wish to utilize the other parties respective County juvenile detention center as a place of confinement for juveniles under jurisdiction of the court when it is deemed to be in the best interest of the Counties; and

WHEREAS, Walla Walla County and Benton-Franklin Counties are authorized by law to operate a juvenile detention center; and

WHEREAS, this Agreement does not create any separate legal or administrative entity pursuant to RCW 39.34.030; and

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, contracted services shall be in effect from February 1, 2022, and shall continue through December 31, 2023, unless terminated in writing;

WHEREAS, said contract was submitted to the Walla Walla County Prosecuting Attorney and Personnel/Risk Manager for approval; now therefore,

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign said Agreement between Benton-Franklin Counties and Walla Walla County.

Passed this 14th day of **February, 2022** 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

Jennifer R. Mayberry, Commissioner, District 1

Gregory A. Tompkins, Commissioner, District 3

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

AGREEMENT FOR MUTUAL USE OF JUVENILE DETENTION CENTER FACILITIES

This Agreement is made and entered into by and between **WALLA WALLA COUNTY**, a political subdivision of the State of Washington, and **BENTON-FRANKLIN COUNTIES**, a political subdivision of the State of Washington; hereinafter collectively ("the parties").

RECITALS

WHEREAS, Walla Walla County and Benton-Franklin Counties are authorized by law to operate a juvenile detention center; and

WHEREAS, the parties each wish to utilize the other parties respective County juvenile detention center as a place of confinement for juveniles under jurisdiction of the court when it is deemed to be in the best interest of the Counties; and

WHEREAS, this Agreement does not create any separate legal or administrative entity pursuant to RCW 39.34.030; and

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the parties have considered the anticipated costs of incarceration services and potential revenues to fund such services and determined it is in the parties' best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants, and agreements contained herein the parties agree as follows:

1. **PURPOSE:** It is the purpose of this Agreement to provide each party access to the other party's juvenile detention facilities when it is deemed to be in the best interest of the Counties. Such use shall be solely for the purpose of housing juveniles otherwise subject to incarceration at each party's respective detention center facilities and shall be further subject to all terms and conditions contained herein.
2. **MAILING AND CONTACT ADDRESS:** All written notices, reports, and correspondence required or allowed by this Agreement shall be sent to the following Agreement administrators:

Contract Agency:	Columbia/Walla Walla County Juvenile Court Norrie Gregoire, Administrator 455 West Rose St. PO Box 1754 Walla Walla, WA 99362-0033 Tel: (509) 524-2822 Email: ngregoire@co.wallawalla.wa.us
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County: Benton-Franklin Counties Juvenile Justice Center
Darryl Banks, Administrator
5606 W. Canal PI Suite 106
Kennewick, WA 993336-1388
Tel: (509) 783-2151
Email: Darryl.Banks@co.benton.wa.us

Notices shall be effective immediately upon receipt if delivered in person. If notice is delivered by US Mail, then it shall be effective three days following the day when it is deposited, postage prepaid, in an official mail receptacle, properly addressed to the other party's contact address and person. If notice is made by email, then it shall be effective at the time of start of business, on the next business day following successful transmission.

Each party must have an Agreement administrator at all times this agreement is in force. Parties may change their Agreement administrator by submitting notice of such change to the other party in writing.

3. AVAILABILITY OF DETENTION CENTER FACILITIES:

Each party shall accept a juvenile requested by the other party at its sole discretion. This discretion is in addition to each party's rights with respect to certain juveniles set forth in Sections 8 and 9 herein. Each party shall only submit juveniles for confinement under this Agreement that are held 24 hours a day in secure confinement. Juveniles incarcerated pursuant to this Agreement will not be eligible for participation in work crew, work release, home monitoring or any other programs in which juveniles serve all or part of their sentences outside the confines of a detention center.

4. COMPENSATION:

- (a) Monetary Consideration. The parties mutually agree that the housing of an juvenile by the Receiving County on behalf of the Transferring County shall be compensated at the rate of \$200 for every 24-hour period, or portion thereof, that said juvenile is in the custody of the Receiving County. Such time period shall be measured from the time said juvenile is transferred to the custody of the Receiving County and ends when the Transferring County resumes custody. The first day of detention will be defined as the first 24-hour period the juvenile is formally admitted to detention. If a juvenile is confined less than 24 hours, a full day will be assessed. Each 24-hour period, or portion thereof, thereafter, will constitute one additional day. For example: a juvenile admitted during the day at 4:00 p.m. Friday and released the following Sunday at 1:00 p.m. will be counted as utilizing two days.
- (b) Other Costs. The Transferring County shall also pay such other costs as are incurred by the Receiving County, or third parties, in incarcerating juveniles on behalf of the Transferring County, as set forth herein, including but not limited to any medical costs required by Section 5.

- (c) Billing. The Receiving County may bill the Transferring County on the 15th day of each month for all amounts due to the Receiving County under this Agreement for the services rendered in the prior calendar month. Payment shall be due from the Transferring County by the 15th day of the following month. Account balances overdue 30 days or more will be subject to a service charge of 1% per month (12% per annum). Should it become necessary, the Transferring County shall pay all collection costs associated with late payments.

5. MEDICAL COSTS AND TREATMENT:

- (a) Services Provided. Upon transfer of custody to the Receiving County, the Receiving County shall provide or arrange for the Transferring County's juvenile to receive all necessary medical, psychiatric, and dental services in accordance with the policies and procedures of the Receiving County and applicable law.
- (b) Cost Responsibility. The Transferring County shall be responsible for, or shall pay for the cost of, all medication prescribed for any of its juveniles. The Transferring County shall also pay for all costs associated with the delivery of medical, psychiatric, and dental services provided to a juvenile who, in the sole discretion of the Receiving County, requires the services of a third-party medical, dental, or psychiatric services provider, and for all emergency medical, dental, or psychiatric services, wherever provided. These costs shall be paid directly to the provider or as a reimbursement to the Receiving County, as directed by the Receiving County. The Receiving County shall bill the Transferring County only for the actual costs charged to the Receiving County and shall provide an itemization with such billing.
- (c) Notice. Except in case of situations deemed an emergency at the sole discretion of the Receiving County, the Receiving County shall notify the Transferring County's Agreement administrator in writing, by email, prior to transfer of a Transferring County's juvenile to a medical, dental or psychiatric provider outside of the County detention center or to a hospital for medical, psychiatric, or dental services.
- (d) Pre-Confinement Consents or Refusals. If a Transferring County's juvenile has either 1) received medical, psychiatric, or dental treatment; or 2) refused any medical, psychiatric, or dental treatment, from the Transferring County or any third-party provider of such services before transfer for confinement in the Receiving County's detention center, the Transferring County shall provide to the Receiving County all written verification of any authorization of or refusal to authorize care or treatment for such juveniles(s).
- (e) Return for Medical Services. Nothing herein shall preclude the Transferring County from retaking custody of an ill or injured juvenile by retaking custody of such juvenile at the Receiving County's detention center. Such retaking of custody shall be preceded by written notice at least 24 hours in advance of the desired time of retaking custody. However, in situations where the Receiving

County, in its sole discretion determines, that a juvenile requires emergency medical care, the Receiving County shall have the right to arrange for emergency medical services (at the Transferring County's expense) notwithstanding a request from the Transferring County to retake custody of the juvenile.

- (f) Records. The Receiving County shall keep records of all medical, psychiatric, or dental services it provides to a juvenile. Upon resumption of custody by the Transferring County, the Transferring County shall receive a copy or summary of the medical, psychiatric, or dental records held by the Receiving County for a juvenile of the Transferring County.
- (g) Transportation of Medications and Records. The Transferring County agrees to transport with the juvenile, any and all applicable medical records, current care instructions, as well as an appropriately labeled 5-day supply of the juvenile's current non-controlled substance medications, and any previously issued over-the-counter medication. The medical record shall at a minimum include the juvenile's name, JUVIS number, date of birth, any known allergies, current medication list, description of current medical problem(s), the in facility medical care provided, and the facility health staff contact information.

6. TRANSPORTATION OF JUVENILES:

- (a) Regular Transport. For all juveniles accepted by the Receiving County and unless agreed otherwise in writing, the Transferring County shall be responsible for transporting juveniles to and from its detention center for all purposes including but not limited to court hearings and medical appointments in Transferring County.
- (b) Transports by the Receiving County. For any transports by the Receiving County required by court order, or made at the Transferring County's request, the Transferring County shall reimburse the Receiving County for all costs associated with such transport; provided, this Agreement shall not be deemed to create an obligation of the Receiving County to provide any transports.
- (c) Transferring County Transport. In the event either party requests that custody of an juvenile be transferred back to the Transferring County, in accordance with any such right set forth in this Agreement, the Transferring County shall transport such juvenile in accordance with the guidelines set forth in this Section 6 (a) or (b) above. If the Transferring County desires to retake custody of the transferred juvenile, the Transferring County shall take custody of the juvenile at the Receiving County's detention center and handle all transport responsibility. The Transferring County shall provide at least 24 hours advanced written notice to the Receiving County of any such expected transport by the Transferring County.

7. TRANSFER OF CUSTODY:

- (a) Commencement of Custody by Receiving County. Transferring County juveniles shall not be deemed to be in the legal custody of the Receiving County until officers from the Receiving County's Department take physical control of such juvenile. The Receiving County shall not be required to take such control of an juvenile until the Transferring County has delivered copies of all juvenile records pertaining to the juvenile's incarceration by the Transferring County or its agent, including a copy of the juvenile's medical records held by the Transferring County or its agent, and a copy of the document that provides legal authority for the incarceration of the juvenile. If additional information is requested by the Receiving County regarding a particular juvenile, the parties shall mutually cooperate to obtain such information. In the absence of documentation and information satisfactory to the Receiving County, the receiving officer may refuse to accept the Transferring County's juvenile for confinement. The Receiving County shall not be required to take custody of or assume control of or responsibility for any property of the juvenile, except for such property that the Receiving County allows juveniles to keep in their cell. The Transferring County's officers delivering a juvenile to the transportation location shall be responsible for ensuring that all paperwork is in order and that all property allowed to be transported with the juvenile is properly packaged. At such time, and only at such time, as all paperwork and property are in order will the Receiving County take physical control of and assume custody of and responsibility for the Transferring County's juvenile to be confined.
- (b) Further Transfer of Custody. Except as otherwise allowed by Section 9 of this Agreement, the Receiving County shall not be required to, under any circumstances, transfer custody of any juvenile confined pursuant to this Agreement to any agency other than to the Transferring County without the written authorization from a court of competent jurisdiction. Even with such authorization, such transfer to another agency shall be at the discretion of the Receiving County and shall be further subject to the provisions of Section 6 above.
- (c) Responsibilities Upon Assumption of Custody. Upon transfer of custody to the Receiving County, it shall be the Receiving County's responsibility to administer the juvenile's sentence pursuant to the order of the committing court in the State of Washington. During such confinement, the Receiving County shall provide and furnish or arrange for all necessary medical and hospital services and supplies in accordance with Section 5 of this Agreement.
- (d) Resumption of Custody by Transferring County. The Transferring County shall be deemed to have resumed legal custody of an juvenile previously transferred to the Receiving County for incarceration pursuant to this Agreement, upon either presentation of such juvenile to the Transferring County's detention facilities, or upon the Transferring County's officers taking physical control of a juvenile at any other location.

8. **RIGHT TO REFUSE/RETURN A JUVENILE:** The Receiving County shall have the

right to refuse to accept or to return any of the Transferring County's juveniles at its sole discretion, for any reason, including but not limited to the following:

- (a) Pending Medical Needs. The Receiving County shall have the right to refuse to accept any Transferring County juvenile who, at the time of presentation of drop off to the Receiving County's detention center facilities for confinement, is without the required medication and records as provided in Section 5(g), or appears as determined by the Receiving County, in need of medical, psychiatric, or dental attention, until the Transferring County has provided medical, psychiatric, or dental treatment to the juvenile to the satisfaction of the Receiving County.
- (b) Problematic Physical History or Behavior and New Medical Conditions. The Receiving County shall have the right to refuse to accept or to return any Transferring County's juvenile that, in the sole judgment of the Receiving County, has a history of serious medical problems, presents a serious risk of escape, presents a serious risk of injury to other persons or property, represents a risk to the orderly and safe operation of the detention center, or develops an illness or injury that may adversely affect or interfere with the operations of the Receiving County's detention center. Any special transport costs, medical or otherwise, incurred in the return of the Transferring County's juvenile under this subsection shall be the responsibility of the Transferring County. The Receiving County agrees to make immediate notification to the Transferring County and forward copies of any and all incident reports, disciplinary reports, findings, and actions.
- (c) Claims/Litigation. The Receiving County shall have the right to refuse to accept or to return any Transferring County juvenile that files a claim or lawsuit against the Receiving County or indicates intent to do so.
- (d) Return Due to Upcoming Expiration. The Transferring County shall have the obligation to begin picking up Transferring County juveniles during the thirty days preceding expiration of this Agreement so that all juveniles may be transported pursuant to the regular transports under Section 6 (a) and (b) above.
- (e) Notice of Return and Transport. The Receiving County shall provide written notice, via email, to the Agreement administrator of the anticipated return of a juvenile under this Section 8 to the contact person identified in Section 2. The Transferring County shall transport the juvenile(s) authorized for return under this Section 9 in accordance with Section 6 (a) and within seven days of such notice.

9. REMOVAL FROM DETENTION CENTER - OTHER GROUNDS: The Transferring County's juveniles may be removed from the Receiving County's detention facilities for the following additional reasons:

- (a) Request by Transferring County. Upon written request of the Transferring

County for transfer of custody back to the Transferring County. In such case, the juvenile will either be transported by the Transferring County or by the Receiving County pursuant to Section 6 above.

- (b) Court Order. By order of a court having jurisdiction over a Transferring County's juvenile. In such case, transport shall be according to the terms expressed in the court order, or by the Transferring County or the Receiving County pursuant to Section 6 above.
- (c) Treatment Outside of Detention Center. For medical, psychiatric, or dental treatment or care not available within the Receiving County's detention center facilities, or which, in the Receiving County's sole discretion, requires the services of a third-party medical, psychiatric, or dental care provider at a location outside of the detention center.
- (d) Catastrophe. In the event of any catastrophic condition presenting, in the sole discretion of the Receiving County, an eminent danger to the safety of the juvenile(s) or personnel of the Receiving County. In such case, the Receiving County will inform the Transferring County, at the earliest practicable time, of the whereabouts of the juvenile(s) so removed and shall exercise all reasonable care for the safekeeping and custody of such juvenile(s).

10. TRANSFER OF JUVENILES UPON TERMINATION/ OF AGREEMENT:

- (a) Termination by either party. In the event of a notice of termination from the either party in accordance with Section 20 below, the Transferring County agrees to transport according to Section 6(a) and (b) until all juveniles are returned to the Transferring County before the termination date of the Agreement. Release dates schedule shall be determined between the Receiving County and the Transferring County according to the juvenile's normal release date or earlier if necessary, to transport prior to the termination date. Until such removal, the Transferring County shall pay the compensation and costs set forth herein related to the housing of such juvenile(s). The Receiving County shall retain all rights hereunder, notwithstanding such termination, until all of the Transferring County's juveniles are removed from the Receiving County's detention center. If the population of Transferring County's juveniles or timing of notice of termination is such that transports pursuant to section 6(a) and (b) will not be completed prior to the anticipated termination date, then Receiving County may increase transports beyond that in section 6(a) and (b) at Transferring County's expense, or may require the Transferring County to transport the excess juveniles.

11. JUVENILE RIGHTS, ACCOUNTS AND PROGRAMS:

- (a) Discipline. With respect to the Transferring County's juveniles, the Receiving County shall maintain and manage disciplinary issues. No discipline prohibited by federal or state law will be permitted. The disciplinary policies and rules of the Receiving County's detention center shall apply equally to juveniles

confined pursuant to this Agreement and to those otherwise confined. The Receiving County agrees to make immediate notification to the Transferring County and forward copies of any and all incident reports, disciplinary reports, findings, and actions.

- (b) Programs. The County shall provide the Transferring County's juveniles with access to all educational, recreational and social service programs currently offered at the Receiving County's detention center under the terms and conditions applicable to all other juveniles at the detention center.
- (c) Inability to Serve Time Outside of Facility. In accordance with Section 3 of this Agreement, the Transferring County's juveniles shall not be allowed to leave the detention center for participation in correctional work crews, work release programs, home monitoring or any other program in which other juveniles sometimes are allowed to leave the physical confines of the detention center as part of serving their sentence.

12. ACCESS TO FACILITY AND PRISONERS:

- (a) Access to Facility. Transferring County shall have the right to inspect, at mutually agreeable times, the Receiving County's detention center in order to confirm the facility maintains standards acceptable to the Transferring County and that its juveniles are treated appropriately. The Receiving County agrees to manage, maintain, and operate its facilities consistent with all applicable federal, state, and local laws applicable to the location of the detention center.
- (b) Access to Juveniles. Transferring County personnel shall have the right to interview juveniles from the Transferring County at any reasonable time within the detention center. Transferring County officers shall be afforded equal priority for use of detention centers interview rooms.

13. ESCAPES AND DEATHS:

- (a) Escapes. In the event of an escape by a Transferring County's juvenile from the Receiving County's detention center, the Transferring County will be notified by phone and in writing as soon as practical. The Receiving County shall have the primary authority to direct the investigation and to pursue the prisoner within its jurisdiction. Any costs related to the investigation and pursuit within its jurisdiction will be the responsibility of the Receiving County. The Receiving County shall not be required to pursue and return the Transferring County's escaped juveniles(s) from outside of the Receiving County's jurisdiction.
- (b) Deaths.
 - (1) In the event of a death of a Transferring County's juvenile in the Receiving County's detention center, the Transferring County shall be

promptly notified by phone and in writing. The Receiving County's Bureau of Law Enforcement and the County Coroner will investigate the circumstances of death. The Transferring County may, if it wishes, join in the investigation and receive copies of all records and documents in connection with the investigation.

- (2) The Receiving County shall, subject to the authority of the County Coroner, follow the written instructions of the Transferring County regarding the disposition of the body. Such written instructions shall be provided within three working days of receipt by the Transferring County of notice of such death. All expenses related to necessary preparation of the body and transport charges shall be the responsibility of the Transferring County. With written consent from the Transferring County, the Receiving County may arrange burial and all matters related or incidental thereto, and the Transferring County shall pay all such expenses. This paragraph deals with relations between the parties to this Agreement and shall not affect the liability or rights of any relative or other person for the disposition of the deceased or any expenses connected therewith.

14. POSTING OF BAIL:

The Releasing County shall not serve as agent for the Transferring County in receipt of any bail bonds or any monies posted for or by a Transferring County's juvenile. Any such bonds or monies will be posted at the Transferring County's detention center. In the event bail is posted for a juvenile, timely and appropriate notification will be given to the Receiving County by the Transferring County.

15. RECORD KEEPING:

The Receiving County agrees to maintain a system of record keeping relative to the booking and confinement of each of the Transferring County's juveniles consistent with the record keeping by the Receiving County for all other juveniles. The Receiving County shall make copies of said records available to the Transferring County upon its request. Monthly medical charges will be itemized indicating all medical costs and procedures performed. The Transferring County will be bound by all confidentiality laws applicable to detention center and/or medical records.

16. INDEMNIFICATION AND INSURANCE:

- (a) Indemnification. The Receiving County shall indemnify the Transferring County, its officers, agents, and employees, from and against any claim, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising from the Receiving County's performance under this Agreement; provided, to the extent the claim, damages, losses, and expenses are caused by intentional acts of or by the concurrent negligence of the Transferring County, its officers, agents, or employees, the Receiving County's indemnification obligation hereunder shall be limited to the Receiving County's

proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

- (b) Insurance Requirement. Each party shall obtain and maintain liability coverage in minimum liability limits of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate for its conduct creating liability exposures related to confinement of juveniles, including general liability, errors and omissions, auto liability, and professional liability. The insurance policy (ies) shall provide coverage for those events that occur during the term of the policy, despite when the claim is made. Self-insurance or participation in a risk pool shall be sufficient to comply with the provisions of these insurance requirements.
- (c) Certificate of Insurance. Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of either 1) a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above; or 2) written evidence of participation in a program of self-insurance or participation of a risk pool that is sufficient to address the insurance obligations set forth above.

17. NON-DISCRIMINATION POLICY:

The parties agree not to discriminate in the performance of this Agreement on the basis of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, or any other legally protected status.

18. ADMINISTRATION/DISPOSAL OF PROPERTY:

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. Pursuant to the provisions of RCW 39.34.030, the Walla Walla County Juvenile Court and the Benton-Franklin Counties Juvenile Justice Center shall be responsible for administering the confinement of juveniles hereunder. No real or personal property will be jointly acquired by the parties under this Agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

19. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance or failure to enforce breach of this agreement on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after

notice of a deficiency in performance constitute an acquiescence thereto.

20. TERMINATION:

This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. Termination by said notice shall become effective ninety (90) days after receipt of such notice. The notice shall set forth the reason the party wishes to terminate the Agreement and the specific plan for accommodating the affected juveniles, if any.

21. DURATION:

This Agreement shall be effective February 1, 2022 and shall continue through December 31, 2023, unless terminated earlier under the terms set forth in Section 20 above. This Agreement may be renewed for successive periods of one year by written addendum executed by all parties hereto under such terms as the parties agree in writing. Nothing in this Agreement shall be construed to make it necessary for the Contracting Agency to continuously house juveniles with the County.

22. GOVERNING LAW:

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement and a juvenile's confinement under this Agreement.

23. MISCELLANEOUS:

In providing these services to the Transferring County, the Receiving County is an independent contractor and neither its officers, agents, nor employees are employees of the Transferring County for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Transferring County under any applicable law, rule, or regulation.

-This section was intentionally left blank-

Date: _____

Date: _____

WALLA WALLA COUNTY, WASHINGTON

Todd Kimball, Chairman
Walla Walla County Commissioner

Greg Tompkins, Member
Walla Walla County Commissioner

Jenny Mayberry, Member
Walla Walla County Commissioner

Attest: _____
Clerk of the Board

Approved: _____
Norris Gregoire
Administrator

Approved as to form: _____
Jesse Nolte
Chief Civil Deputy Prosecuting Attorney

Walla Walla County Superior Court

Presiding Judge

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

Darryl Banks, Juvenile Court Administrator

Date

BENTON COUNTY APPROVAL

Approved as to Form:

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Stephen Hallstrom,
Deputy Prosecuting Attorney

Date

Jennifer Johnson,
Civil Deputy Prosecuting Attorney

Date

By: _____

By: _____

Name: _____

Name: _____

Title: Chair, Board of Commissioners

Title: Chair, Board of Commissioners

Date: _____

Date: _____

Attest:

Attest:

Clerk of the
Board: _____

Clerk of the Board: _____



DEPARTMENT OF COURT SERVICES
JUVENILE JUSTICE CENTER
WALLA WALLA COUNTY

Norrie Gregoire, Director
Matt Stroe, Jail Commander
Keri Weber, Executive Assistant

Norrie Gregoire, Juvenile Court Administrator
Jon Cassetto, Court Services Manager
TJ James, Detention Manager
Kayla Zimmer, Administrative Services Supervisor

To: BOCC
From: Norrie Gregoire, Director of Corrections/Juvenile Court Administrator
Date Written: 02/09/2022

Director's Report for February 14th, 2022

Board Consent/Action Agenda Item(s):

- ✓ Consent Items: None.
- ✓ Action Items: Approval of *Agreement for Mutual Use of Juvenile Detention Center Facilities with Benton/Franklin Counties.*

Corrections/Court Services Department Updates:

- ✓ Service Providers, Programs, Grants & Essential Services
 - Through end of January, Court Services has monitored 84 adult clients on EHM with an ADP of 20:
 - 23 of the 84 were serving sentences; balance were pretrial status (October 2020 – January 2022).
 - RCW 9.94A.733 addresses which crimes preclude an individual from serving a **sentence** on home detention (EHM). These include sex offenses, violent offenses, certain crimes against person per RCW 9.94A.411(2).
 - When imposed as a **condition of pretrial release** by the Court, EHM is an added layer of supervision for defendants not yet convicted of the current offense(s), so any pretrial defendant is in theory eligible to have EHM imposed as one of myriad conditions, such as UA's, appearing for court hearings, association and geographic restrictions, etc. Finally, the Court may impose monetary bail if it believes that is necessary to ensure the defendant appears for future court hearings and to ensure community safety.
 - 7 clients have removed unit, 6 recovered.
 - Of the 84, 22 had their pretrial release revoked due to violations; of those 22, 16 were returned to jail and held until their case was resolved; 4 of the 22 violators were placed back onto EHM by the Court; of the 22 violators, one (1) individual appeared before the Court and was not revoked; an additional individual was revoked, then later placed back on EHM after their attorney brought them before the Court later for reconsideration.
 - We are an Apparently Successful Applicant for the Medication for Opioid Use Disorder in Jails Program; contract forthcoming after vetting by County Legal and HR.
- ✓ Legislative/Court Operations
 - SB5122 (age of jurisdiction) is still alive in the short session.
 - SCJA met last week with Chief Justice Gonzalez to regarding issues with JuCR 7.16, which severely restricts the issuing of warrants for juvenile in Superior Court.
- ✓ Personnel/Training/Recruitment
 - Both facilities continue to recruit, interview applicants. Juvenile Detention welcomed a new JDO onto duty on February 8th and has additional officers in the pipeline. Corrections has received several additional potential DOC laterals and is processing those applicants.

10:45 FACILITIES MAINTENANCE

Robert Henry

a) Department update and miscellaneous

Walla Walla County Facilities Department

317 W Main St, Walla Walla, WA 99362

Update February 14th 2022

Maintenance:

-Server room space is complete except for wall paneling which is expected in 3 weeks.

Custodial

-Custodial cleaning with a focus on disinfecting has continued throughout the county.

Grounds

-Clean up and weeding started during the warm weather.

Facilities:

-Painting for the Sheriff's Office hallways is 75% complete

-County fiber replacement is underway, and new fiber has been fed in to 4 buildings, with 2 more locations left to have fiber brought in from the street.

-Fire Sprinkler Inspections are underway at county buildings.

a) **Action Agenda Items:**

- 1) Proposal 2022 02-14 DCH-1 Approval to apply for National Association of County & City Health Officials (NACCHO) Grant for Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experience Prevention for Local Health Departments
- 2) Proposal 2022 02-14 DCH-2 Approval to apply for request for proposals (RFP) No S22-31456-2 Community-Law Enforcement Partnership funding opportunity

b) COVID-19 update and miscellaneous



MEMO

Date: February 4, 2022

Proposal ID: 2022 02-14 DCH-1

To: BOCC

From: Nancy Wenzel
Administrative Director

Intent: Gain Approval to Apply for Grant Opportunity

Topic: NACCHO: Strengthening Capacity in Suicide, Overdose and Adverse Childhood Experiences Prevention for Local Health Departments

Summary

The National Association of County & City Health Officials (NACCHO), in collaboration with the Association of State and Territorial Health Officials and with funding from the CDC, recently developed the Suicide, Overdose, and Adverse Childhood Experiences (ACEs) Prevention Capacity Assessment Tool, known as SPACECAT. This tool was developed to help local, state, and territorial health agencies assess their current capacity to address the intersection of suicide, overdose, and ACEs. In both the immediate and long-term, the COVID-19 pandemic will likely increase the rates of suicide, overdose and ACEs.

In the fall of 2021, NACCHO released this tool to approximately 700 local health departments and the Walla Walla Community Health Department participated by entering local data into this system. Analysis of the data collected nationally is currently underway. This funding opportunity is for one-on-one technical assistance (TA) to help local health departments translate their SPACECAT results into actionable guidance to begin improving internal capacity to address the intersection of suicide, overdose and ACEs.

There will be four (4) awards nationally in our population demographic grouping amounting in \$20,000 with an estimated performance period of March 2022 thru August 31, 2022. We feel our department is a perfect candidate for this TA as the data will be aligning with our behavioral health assessment being facilitated by the Human Services Research Institute (HSRI). Bevin Croft, HSRI is offering a letter of support

outlining our comprehensive assessment and their commitment to ensure full alignment with analysis, strategic planning and recommendations.

Cost

No cost, no new employees, technical assistance only.

Funding

\$20,000 One-on-One Technical Assistance

Alternatives Considered

N/A

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

N/A

Benefits

This opportunity will allow our department and HSRI to have more data for strategic planning and our in-depth assessment.

Conclusion/Recommendation

Recommend the BOCC allow Department of Community Health to submit an application for this funding opportunity.

Submitted By

Disposition

Nancy Wenzel, DCH

___ Approved

Name

Department

Date

___ Approved with modifications

___ Needs follow up information

Name

Department

Date

___ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up



National Association of County & City Health Officials

REQUEST FOR APPLICATIONS

**Strengthening Capacity in Suicide, Overdose, and Adverse Childhood
Experiences Prevention for Local Health Departments**

National Association of County and City Health Officials (NACCHO)

Date of Release: January 18th, 2022

***Applications are due by: February 18th, 2022 by 5:00 pm ET**

SUMMARY INFORMATION

Project Title: Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences Prevention for Local Health Departments

Application Due Date and Time: February 18th, 2022, by 5:00pm ET

Selection Announcement Date: February 28th, 2022

Source of Funding: CDC cooperative agreement, Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health.

NOA Award No.: NU38OT000306-02-01

Maximum Funding Amount: \$20,000

Estimated Period of Performance: March 2022 – August 31, 2022

Point of Contact for Questions Regarding this Application: Amie Myrick; amyrick@naccho.org

Special condition of this award: see Appendix A, B, and C

OVERVIEW

NACCHO is the voice of the approximately 2,800 local health departments (LHDs) across the country. These city, county, metropolitan, district, and Tribal departments work to protect and improve the health of all people and all communities. NACCHO provides resources to help LHD leaders develop public health policies and programs to ensure that communities have access to the vital programs and services people need to keep them protected from disease and disaster. Additionally, NACCHO advocates on behalf of LHDs with federal policymakers for adequate resources, appropriate public health legislation, and sensible policies to address the myriad of challenges facing communities.

With support from the Centers for Disease Control and Prevention (CDC), NACCHO is pleased to offer a funding opportunity for the Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences (ACEs) Prevention for Local Health Departments project. **Approximately 10 awards of \$20,000 each will be available.** NACCHO aims to award up to 3 LHDs serving large jurisdictions (>500,000 population served), 4 LHDs serving medium jurisdictions (50,000-500,000 population served), and 3 LHDs serving small jurisdictions (<50,000 population served). NACCHO will consider geographic distribution, jurisdictional characteristics, and population size served to ensure diversity in LHDs selected.

Selections will be made on or around February 28th, 2022, and the project period will run from the date of contract execution to July 31, 2022. Contingent on CDC approving a no-cost extension, the project may continue (with a contract modification) until August 31st, 2022. Applications must be submitted no later than February 18th, 2022, by 5:00 PM Eastern Time. **This will be a fixed-price, deliverables-based contract.** All necessary information regarding the project and application process may be found in this Request for Application (RFA). Applicants may pose individual questions to NACCHO at any point during the application process by e-mailing the Injury and Violence Prevention Team at IVP@naccho.org.

Background

NACCHO, in collaboration with the Association of State and Territorial Health Officials and with funding from the CDC, recently developed the Suicide, Overdose, and Adverse Childhood Experiences (ACEs) Prevention Capacity Assessment Tool, known as [SPACECAT](#). This tool was developed to help local, state, and territorial health agencies assess their current capacity to address the intersection of suicide, overdose, and ACEs.

In both the immediate and long-term, the COVID-19 pandemic is poised to increase rates of suicide, overdose, and ACEs, with low-income, already marginalized groups, and individuals with pre-existing behavioral health conditions facing an increased risk. SPACECAT assesses LHD capacity across these domains via a single tool. Furthermore, this tool may help local, state, and territorial health agencies better understand the impact of COVID-19 on their capacity to address shared risk and protective factors for suicide, overdose, and ACEs. In the fall of 2021, NACCHO fielded this tool to a nationally representative sample of approximately 700 local health departments. Analysis of the data collected is currently under way.

The purpose of this funding opportunity is to provide one-on-one technical assistance (TA) to help LHDs translate their SPACECAT results into actionable guidance to begin improving internal capacity to address the intersection of suicide, overdose, and ACEs.

Objectives for this TA include:

- Demonstrating how SPACECAT results can be used to identify strengths and opportunities for improvement.
- Identifying priority areas and developing action plans to strengthen capacity in suicide, overdose, and ACEs prevention.

All interested applicants must have completed the SPACECAT and include their assessment results as part of the application package. Applicants that have not completed the SPACECAT will not be considered eligible for this funding opportunity. If your local health department did not already complete the [SPACECAT](#) as part of the national fielding in the fall of 2021, please contact NACCHO's Injury and Violence Prevention team at IVP@naccho.org and our team will provide you with a unique hyperlink to complete the tool. If you have any questions about the tool or are experiencing any technical issues, please contact our team for assistance.

Funding for this RFA is supported by the CDC cooperative agreement NU38OT000306-02-01 entitled Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health.

ELIGIBILITY AND CONTRACT TERMS

This funding opportunity is open to all local health departments who have completed the SPACECAT and have an interest in building their capacity to address the intersection of suicide, overdose, and ACEs prevention.

Agreement with NACCHO standard contract terms and conditions is a requirement. **No modifications to the terms or contract language will be made. Applicants that cannot agree to NACCHO's contract language should not apply for this initiative.** As part of the application, the contractor will be asked to verify that he/she has read NACCHO's standard contract language and has provided a copy to the individual with signing authority at your organization for advanced consideration. If you are an applicant from Florida, please contact NACCHO immediately for a copy of the Florida standard contract. Applicants should review all terms and conditions to determine whether or not they are appropriate for submitting a proposal.

SCHEDULE OF EVENTS

Please note the following deadlines and events for this application:

Event	Date/Time
Submission Deadline	February 18 th , 2022
Award Notification Date	February 28 th , 2022
Anticipated Contract Start Date	February 28 th , 2022
Anticipated Contract End Date	August 31 st , 2022

PROJECT GOALS & TECHNICAL REQUIREMENTS

NACCHO and a team of consultants will serve as technical assistance providers for the selected jurisdictions. Over the six-month contract period, the selected LHDs will work with NACCHO and the consultants on the specific activities outlined below. A final SOW will be agreed upon after award acceptance by applicant.

Scope of Work

- 1. Initial Consultation Calls**—Each site will have an initial call with the consultant to review, discuss, and provide greater context to their assessment results. This call will help set the stage for all later workshops, recommendations, etc.
- 2. SOAR Analysis Workshops**—LHDs will participate in a SOAR (Strengths, Opportunities, Aspirations, and Results) Analysis Workshop led by our team of consultants, who will use the SPACECAT results to engage LHDs in a strengths-based strategic planning exercise to identify potential strengths and opportunities for improvement.
- 3. Action Planning Workshops**—Each participating site will then attend a more intensive action planning workshop that will require them to use their SPACECAT and SOAR results to develop an action plan to strengthen capacity to prevent suicide, overdose, and ACEs in their identified priority areas.
- 4. Focus Groups**— LHDs will participate in a focus group to provide feedback on a draft quick start guide that will be developed by NACCHO in collaboration with the TA consultants. The goal of this guide is to reflect the one-on-one TA provided and help future users of SPACECAT begin the initial planning process for strengthening capacity in suicide, overdose, and ACEs prevention.
- 5. Follow-Up Consultation**— Following the SOAR and Action Planning Workshops, each participating LHD will have an opportunity to begin capacity strengthening efforts and to implement the short-term action steps. Then, to conclude this work, a follow-up consultation call will be held with each LHD to check-in on initial implementation.
- 6. End-of-Project Survey**—After completion of all individualized TA activities, participants will complete a final survey to provide feedback on satisfaction with the TA delivered and changes in capacity.

The following table outlines the tasks expected of the selected LHDs:

Primary Task/Deliverable	Subtasks	Estimated Timeline	Payment Schedule	
1. Initial Consultation Call	Attendance at initial consultation call	March 2022	10% of funding	Invoice #1 due by or before March 31 st , 2022
2. SOAR Analysis Workshop	Attendance at SOAR Analysis workshop	April 2022	30% of funding	
	Final SOAR Analysis worksheet and submission of workshop evaluation			
3. Action Planning Workshop	Attendance at Action Planning workshop	May 2022	30% of funding	Invoice #2 due by or before July 31 st , 2022
	Final Action Plan worksheet and submission of workshop evaluation			
4. Focus Group	Attendance and participation in focus group	July 2022	10% of funding	
5. Follow-Up Consultation Call	Attendance at follow-up consultation call	August 2022	10% of funding	Invoice #3 Due by or before August 31 st , 2022
6. End-of-Project Survey	Submission of end-of-project survey	August 2022	10% of funding	

Method of Payment

NACCHO will pay the selected LHDs in installments upon receipt of deliverables per the payment schedule identified in the Scope of Work above. Please note that NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

NACCHO Support

NACCHO staff serve as a resource and will coordinate with the consultants to provide one-on-one technical assistance to all selected LHDs for the activities as outlined in the scope of work.

- Serve as liaison between the selected LHDs and consultants as needed
- Support the development of all workshop materials
- Attend consultation calls and workshops to provide ad hoc support as needed

APPLICATION RESPONSE FORMAT & SELECTION CRITERIA

Application Format and Instructions

The proposal narrative must include the following content:

- **Contact Information:** Please provide all necessary contact information as specified by the online application portal.
- **SPACECAT Results:** All applicants should upload a copy of their LHD's SPACECAT results in the application portal.
 - If your health department completed the SPACECAT as part of the national fielding conducted October through December 2021, please submit a PDF attachment of your SPACECAT results. If you do not have your previously submitted assessment results saved, please reach out to the Injury and Violence Prevention Team at IVP@naccho.org and we will provide a copy of your results.
 - If you have not previously completed the SPACECAT as part of the national fielding, please contact the Injury and Violence Prevention Team at IVP@naccho.org and we will provide you with a hyperlink to complete the tool.
- **Brief Narrative (70%)**
 - Statement of need and impact of COVID-19 (500 word limit; 40%):
 - Describe the jurisdiction you serve and provide information about the burden of suicide, overdose, and ACEs in your community.
 - Describe the challenges or concerns of your health department or jurisdiction is experiencing related to addressing suicide, overdose, and ACEs prevention during the COVID-19 pandemic.
 - Current work (500 word limit; 15%):
 - Describe the programs and services your LHD is currently developing or offering related to suicide, overdose, and ACEs prevention.
 - Reflection on SPACECAT results; 15%:
 - There are eight domains of capacity identified within the subsections of the SPACECAT. Please identify up to three key SPACECAT domains your LHD would like to begin addressing with this funding:
 1. Networked Partnerships (Infrastructure Capacity)
 2. Multilevel Leadership (Infrastructure Capacity)
 3. Managed Resources (Infrastructure Capacity)
 4. Data and Surveillance (Infrastructure Capacity)
 5. Shared Planning and Strategic Plans (Infrastructure Capacity)
 6. Evidence Based Strategies for Suicide, Overdose, and ACEs Prevention (Topical Capacity)
 7. Health Disparities (Topical Capacity)
 8. Workforce Capacity (Topical Capacity)
 - What new insights have you gained from completing the SPACECAT and how does this change how your LHD plans to address the intersection of suicide, overdose, and ACEs moving forward? (500 word limit)

- **Jurisdictional Characteristics (30%):** Please provide a brief overview of the jurisdiction your health department serves by selecting the appropriate option for each jurisdictional characteristic.

Jurisdiction served	City or town County Multi-county Other
Size of population served	Small: <50,000 Medium: 50,000-500,000 Large: 500,000+
Geographic region	New England Mid-Atlantic East North Central West North Central South Atlantic East South Central West South Central Mountain
Degree of urbanization	Urban Suburban Rural
Type of LHD governance	Local (<i>LHD is unit of local government</i>) State (<i>LHD is unit of state government</i>) Shared (<i>LHD is governed by both state/local authorities</i>)
Number of full-time staff employed within LHD	<5 5-9.9 10-24.9 50-99.9 100-199.9 200+

- **Budget Proposal**
 - Refer to the [budget template and instructions](#). Each complete application must also include a budget justification using the sample budget template. Each LHD may request up to \$20,000 to support project activities.
 - The budget is required for complete application submissions but will not be included in the scoring criteria. The purpose of this budget is to demonstrate how you intend to use the funds awarded to support your work for the project.
 - Items that may be included in the request for funds include, but are not limited to, staff salaries and fringe benefits, supplies or equipment, indirect costs, etc. to support the completion of the deliverables within the project period.
 - Activities supported directly by project funding will be constrained by allowable costs under CDC guidelines. Funds may not be used for equipment purchases. Per HHS requirements, funds awarded under this RFP are prohibited from being used to pay the direct salary of an individual at a rate in excess of current Federal Executive Schedule Level II salary cap. Please see Appendix B for a list of unallowable costs.
 - **Include a budget narrative** (one page or less) to explain each line-item and how the amounts were derived. See detailed guidance below.
 - For all applications, at least 15% of the budget must stay with the applying entity to ensure adequate resources for project management, participation in project activities and TA, and evaluation. The goal of 15% is to support internal capacity building for the organizations implementing these programs.
 - **Personnel:** List all staff positions by title (both current and proposed). Give the annual salary or hourly rate of each position, the percentage of each position's time devoted to the project, and the activities you anticipate these staff persons to conduct.
 - **Fringe Benefits:** Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, etc.
 - **Travel:** Specify the purpose and details of the travel.
 - **Supplies:** Identify supplies in the detailed budget and the intended use for these supplies (i.e., what activities will the supplies support).
 - **Contractual:** Identify each proposed contract and specify its purpose and estimated cost.
 - Respond to the following three questions at the end of the budget narrative:
 - Do you have prior experience in Federal Contracting?
 - Have you completed a Single Audit?
- **Attachments**
 - Required: Complete and submit the [Budget](#) and [Budget Narrative](#) templates
 - Required: Complete and submit the [Vendor Information Form](#)
 - Required: Complete and submit the [Certification of Non-Debarment](#)
 - Required: Submit a [W-9](#)
 - Required: Complete and submit the Certification Regarding Lobbying with Federally Appropriated Funds – [Form](#)
 - Certification regarding Non-Applicability of Audit Requirement (as applicable) – [Form](#)
 - Proof of active registration with SAM.gov in accordance with active DUNS number

Selection Process

Applications for this project will be evaluated by NACCHO and CDC. Incomplete applications will not be reviewed.

Scoring and considerations:

- Statement of Need and Impact of COVID-19 (40%):
- Current Work (15%)
- Reflection of SPACECAT Results (15%)
- Jurisdictional Characteristics (30%)
 - Please note, reviewers will consider geographic distribution, jurisdictional characteristics, and population size served to ensure diversity in local health departments selected.

Please note that submission of an application is a statement of acceptance of NACCHO's standard form contract (Appendix A). If any items cannot be accepted, these issues need to be resolved prior to submitting the application.

SUBMISSION INSTRUCTIONS

Applicants for the Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences (ACEs) Prevention for Local Health Departments project should:

1. Review the requirements and expectations outlined in this RFA.
2. Read NACCHO's standard contract (Appendix A) and provide a copy to the individual with signing authority for the LHD (or entity that would be contracting with NACCHO, e.g., city government), including any relevant financial or legal offices for advanced consideration. Selected LHDs must agree to the contract language and be able to sign and return a contract to NACCHO within approximately 30 days of receiving it. No modifications will be made. *Do not sign or send back the contract with the application.*
3. Submit the application to NACCHO by **February 18th, 2022 at 5:00pm ET**. Submissions after this deadline will not be considered. **Please submit your application using NACCHO's online portal [here](#).** NACCHO will confirm receipt of all applications within two business days, however, confirmation of receipt does not guarantee verification of completeness. Please note that to gain access to the submission portal, applicants will need to create a NACCHO.org account if they do not already have one.
4. The submitted application must include the following items to be deemed complete:
 - a. A brief narrative that addresses the three domains described below: Statement of Need and Impact of COVID-19, Current Work, and Reflection of SPACECAT results.
 - b. Anticipated budget (template provided) and budget narrative.
 - c. All completed attachments including a copy of the LHD's SPACECAT results.
 - d. The applicant must be registered with the System for Award Management (SAM) and its SAM number. **For applicants without a SAM number, please note that it takes 7-10 business days to receive a number after registration. Please plan accordingly to ensure an active SAM number at the time of submission.**

APPENDIX B

Unallowable Cost Guidelines

Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services. NACCHO reserves the right to request a revised cost proposal, should NACCHO and CDC determine applicant's proposed cost as unallowable. Restrictions that must be considered while planning the programs and writing the budget:

- Naloxone/Narcan and syringes
- HIV/HCV/other STD/STI testing
- Drug disposal programs and supplies. This includes implementing or expanding drug disposal programs or drug take-back programs, drug drop box, drug disposal bags.
- The provision of medical/clinical care.
- Wastewater analysis, including testing vendors, sewage testing and wastewater testing
- Direct funding or expanding the provision of substance abuse treatment.
- Recipients may not use funds for research.
- Development of educational materials on safe injection.
- Participant costs, including food and beverage as well as incentives for participation will be approved on a case-by-case basis and will require the submission of further documentation.
- Prohibition on certain telecommunications and video surveillance services or equipment (Pub. L. 115-232, section 889): Recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:
 - Procure or obtain,
 - Extend or renew a contract to procure or obtain; or
 - Enter into a contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - For the purpose of public safety, security of government facilities, physical surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - Telecommunications or video surveillance services provided by such entities or using such equipment.
 - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country. President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under Pub. L. 115-232, section 889 until September 30, 2022. During the exemption period, PEPFAR recipients are expected to work toward implementation of the requirements
- Generally, recipients may not use funds to purchase furniture or equipment, including motor vehicles. Any such proposed spending must be clearly identified in the budget.
- Travel Costs – Hotel, meals and incidentals generally are unallowable if they exceed on a daily basis the Federal Travel Per Diem Rates published by the General Services Administration. There are many

rules and exceptions in applying this rule. Please contact NACCHO with specific questions about these exceptions.

- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for
 - publicity or propaganda purposes,
 - for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities.



MEMO

Date: February 4, 2022

Proposal ID: 2022 02-14 DCH-2

To: BOCC

From: Nancy Wenzel
Administrative Director

Intent: Gain Approval to Apply for Funding Opportunity

Topic: Community Law Enforcement Partnership

Summary

The Washington State Department of Commerce is soliciting for proposal to participate in a project to facilitate crime prevention efforts in communities through neighborhood organizing, law enforcement-community partnerships, youth mobilization and business engagement.

The request for proposal outlines tasks we are already doing in Walla Walla County, or items we have strategically been assessing in our county for development. Walla Walla County is targeted for an award and will receive a 5% bonus application points.

Cost

No additional costs, we will be utilizing existing Injury Prevention/Traffic Safety staff.

Funding

Between \$50,000-200,000. April 2022 – June 2023

Alternatives Considered

None

Acquisition Method

N/A

Security

N/A

Access

N/A

Risk

N/A

Benefits

This funding opportunity will benefit the citizens of Walla Walla County by improving neighborhoods and educating community regarding law enforcement resources. Build law enforcement-community partnerships, collaboration with youth to prevent violence, engaging with businesses to prevent crime and provide training and technical assistance on implementing community engagement.

Conclusion/Recommendation

Recommend the BOCC allow the Department of Community Health to apply for this funding opportunity.

Submitted By

Nancy Wenzel, DCH

Disposition

____ Approved

Name

Department

Date

____ Approved with modifications

____ Needs follow up information

Name

Department

Date

____ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

REQUEST FOR PROPOSALS (RFP)
RFP NO. S22-31456-2

NOTE:

Revision to the RFP. In the event it becomes necessary to revise any part of this RFP, amendments will be posted on Washington's Electronic Bid System (WEBS) at <https://fortress.wa.gov/ga/webs/> and the Commerce website at [Contracting with Commerce - Washington Department of Commerce](#). For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on these websites. Interested applicants are responsible for checking the website(s) for any amendments prior to submitting an application. COMMERCE reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

Questions. Questions about this RFP must be submitted to the RFP Coordinator via email between February 1, 2022 and February 14, 2022 at 5:00 p.m. PST. COMMERCE will post answers on the Commerce website at [Contracting with Commerce - Washington Department of Commerce](#) on Fridays with a final Q&A document to be posted no later than February 15, 2022 at 5:00 p.m. PST. For this purpose, the published questions and answers shall be provided as an addendum to the RFP.

PROJECT TITLE: Community-Law Enforcement Partnership

LETTER OF INTENT DUE: February 18, 2022 at 5:00 p.m. PST

PROPOSAL DUE: February 28, 2022 at 5:00 p.m. PST

ESTIMATED TIME PERIOD FOR CONTRACT: 4/01/2022–6/30/2023

APPLICANT ELIGIBILITY: This procurement is open to those applicants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.



CONTENTS OF THE REQUEST FOR PROPOSALS:

1. Introduction
2. General Information for Applicants
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
 - A. Certifications and Assurances
 - B. Diverse Business Inclusion Plan
 - C. Workers' Rights Certification
 - D. Service Contract with General Terms and Conditions

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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

Pursuant to [RCW 43.330.545](#), the Washington Department of Commerce hereafter called "COMMERCE," is initiating this Request for Proposals (RFP) to solicit proposals for participation in a project to facilitate crime prevention efforts in communities across the state through neighborhood organizing, law enforcement-community partnerships, youth mobilization, and business engagement.

COMMERCE intends to award more than one contract to provide the services described in this RFP. As provided in [RCW 43.330.545\(1\)](#) this shall include, but not be limited to, projects serving communities in the following counties: Benton, Franklin, Chelan, Douglas, Clark, Cowlitz, Grant, King, Okanogan, Pierce, Snohomish, Spokane, Walla Walla, and Yakima.

An earlier 2021 RFP, RFP S22-31456, issued October 1, 2021 under this grant program resulted in the award of eight contracts. COMMERCE did not receive qualifying applications for projects in Benton, Franklin, Chelan, Douglas, Clark, Grant or Walla Walla Counties in response to RFP S22-31456. To best meet legislative intent, proposals submitted under this 2022 RFP S22-31456-2 that provide service in communities in Benton, Franklin, Chelan, Douglas, Clark, Grant and/or Walla Walla Counties are encouraged and will receive an extra 5% added to their score as described in section 4.2 below.

Existing Contractors funded under 2021 RFP S22-31456 may be an eligible applicant for additional funds under this RFP S22-31456-2 if there are funds remaining after all other eligible projects have been awarded funds.

1.2. OBJECTIVES AND SCOPE OF WORK

Proposals will be considered that include plans to:

- Lead and facilitate neighborhood organizing initiatives, including:
 - Empowering community members with tools, skills, confidence, and connections to identify, eradicate, and prevent illegal activity
 - Making neighborhood improvements to deter future criminal activity
 - Educating community members regarding how to connect with city, county, and law enforcement resources
- Build substantive law enforcement-community partnerships, including:
 - Building trust between community members and law enforcement by facilitating purposeful antiracist practices and the development of policies that lead to equal treatment under the law
 - Establishing clear expectations for law enforcement to be competent to practice fair and equitable treatment including facilitating dialogue between law enforcement and community members to increase understanding of the impact of historical racist practices and current conflicts
 - Community members regularly informing law enforcement, through presentations, workshops, or forums, on community perceptions or law enforcement and public safety issues
 - Educating community members on the role and function of law enforcement in the community
 - Clarifying expectations of law enforcement and of the role of the community in crime prevention
 - Educating community members on the best practices for reporting emergency and nonemergency activities
 - Clarifying expectations of law enforcement and of the role of the community in crime prevention

- Educating community members on the best practices for reporting emergency and nonemergency activities
- Recognizing community members for effective engagement and community leadership
- Recognizing law enforcement officials for efforts to engage underrepresented communities, improve community engagement and empowerment, and reform law enforcement practices
- Mobilize youth to partner with neighborhood groups and law enforcement to prevent violence by:
 - Helping them develop knowledge and skills to serve as leaders in their communities
 - Focusing on prevention of violence and substance abuse
 - Empowering youth to bring their voice to community issues that impact healthy police-community relations
- Engage businesses to help prevent crimes, such as vandalism and burglaries, through safety training and other prevention initiatives
- Provide training and technical assistance on how to implement community engagement, improving law enforcement and community partnership, youth engagement, and business engagement

Proposals that include a plan to provide all or multiple aspects of these types of services and supports are strongly encouraged.

1.3 MINIMUM QUALIFICATIONS

To meet the minimum qualifications for this RFP an Applicant must:

- Be a public agency or nongovernmental community-based organization. A law enforcement agency applying for a grant award will not be an eligible applicant unless there are no other eligible applicants from the community or county the law enforcement agency serves.
- Have a primary service area within one or more communities in Washington State.
- Be licensed to do business in the State of Washington or submit a statement of commitment that the Applicant will become licensed in Washington within thirty (30) calendar days of being selected as an Apparently Successful Contractor.
- Have demonstrated experience with community engagement initiatives that impact public safety and be engaged in the community.
- Have established or be willing to establish a coordinated effort with committed partners, which must include law enforcement and organizations committed to diversity, equity, and inclusion of community members, including organizations whose leadership specifically reflects the communities most impacted by racism.
- Have established priorities, policies, and measurable goals consistent with the objectives and scope of work described in section 1.2.

Nonprofit organizations must verify their nonprofit status by providing a copy of their Internal Revenue Service (IRS) 501(c)(3) determination letter.

1.4 FUNDING

COMMERCE has budgeted an amount not to exceed \$850,000 for this RFP. Proposals less than \$50,000 or in excess of \$200,000 will be considered non-responsive and will not be evaluated.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about 4/01/2022 and to end on 6/30/2023.

1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Applicants should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.7 DEFINITIONS

Definitions for the purposes of this RFP include:

Apparent Successful Contractor: The Applicant(s) selected as an entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Applicant: Agency or organization interested in the RFP and that may or does submit a proposal in order to attain a contract with COMMERCE.

Contractor: Agency or organization whose proposal has been accepted by COMMERCE and is awarded a fully executed, written contract.

COMMERCE or AGENCY: The Department of Commerce is the agency of the state of Washington that is issuing this RFP.

Existing Contractor: An agency or organization awarded a contract under 2021 RFP S22-31456 issued October 1, 2021.

Proposal: A formal offer submitted in response to this solicitation.

Proposer: Agency or organization that submits a proposal in order to attain a contract with COMMERCE.

Request for Proposals (RFP): Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the Applicant community to suggest various approaches to meet the need at a given price.

1.8 ADA

COMMERCE complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

11:15 COUNTY COMMISSIONERS

- a) 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) **Action Agenda Items:**
 - 1) Revised Job Description Approval Form – Senior Administrative Assistant for the Community Development 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))

1:45 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))
- c) Action Agenda Items:**
 - 1) Approving Request for Defense (Daschofsky)

a) **Action Agenda items:**

- 2) Proposal 2022 02-14 Fair Approval of Fair Committees for Entertainment, Facilities, Rodeo and Safety/Security

b) Department update and miscellaneous



MEMO

Date: 2/8/2022

Proposal ID. 2022 02-14 Fair

To: WWBOCC

From: Greg Lybeck, Fairgrounds Manager

Intent – With the approval of the Walla Walla Board of County Commissioners, add the following four advisory committees: Entertainment, Facilities, Rodeo, and Safety/Security.

Topic – Walla Walla Fair Advisory Committees.

Summary – In December 2021, the Board of County Commissioners approved a change to our bylaws to allow the addition of committees subject to the Commissioners' approval. These committees will provide the opportunity for increased volunteer involvement in the Fair and fairgrounds. We will be seeking approval in the near future for additional committees.

Cost – There is no cost in doing this. In fact, we will be saving money by increasing our volunteer pool.

Funding – None needed.

Alternatives Considered – Adding these committees will increase our volunteers in specific areas of responsibility that are not currently involved in the Fair and who have expertise in these areas. We do not feel there is an alternative that would provide the same opportunity.

Acquisition Method – By asking people for their help.

Security - NA

Access - NA

Risk – There is no risk to starting more committees.

Benefits – Expansion of our volunteer pool to include other areas typically involved in putting on our annual Fair. This should create some outreach to areas not generally involved.

Conclusion/Recommendation – It is my recommendation to approve the formation of these committees.

Submitted By

Greg Lybeck Fairgrounds

Disposition

___ Approved

Name Department Date

___ Approved with modifications

Greg Lybeck 2.8.2022

___ Needs follow up information

Signature

___ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up

Walla Walla Fair and Frontier Days Committee Proposal Entertainment Advisory Committee

1. Name: The official name shall be the Walla Walla Fair and Frontier Days (WWFFD) Entertainment Advisory Committee.
2. Purpose and Scope:
 - 2.1. Purpose: The purpose of the WWFFD Entertainment Advisory Committee shall be to advise the WWFFD Board of Directors on issues related to potential entertainment to be presented during the annual Fair and other non-Fair events.
 - 2.1.1. Scope: The scope of the WWFFD Entertainment Advisory Committee shall be to review and discuss potential entertainment to perform as the main headliner act during the annual Fair; potential entertainment/musical acts to appear as secondary performers during the annual Fair at locations other than on the main concert stage; and entertainment for non-Fair events.
3. Membership:
 - 3.1. Membership shall not exceed twelve (12) members and shall include the following composition:
 - 3.1.1. Walla Walla Fair & Frontier Days Director
 - 3.1.2. Walla Walla County Fair Manager
 - 3.1.3. Individuals from throughout the Walla Walla Valley who have an interest in and/or experience with music and the entertainment industry
 - 3.2. Terms of Committee:
 - 3.2.1. Committee terms will be indefinite
 - 3.2.2. Committee members will be (re)appointed annually by the WWFFD Board of Directors
 - 3.2.3. Committee meetings will be held as needed throughout the year and once following the annual Fair.
4. Responsibilities and Duties:
 - 4.1. The Committee will review lists of potential acts, and their costs, as generated by the WWFFD contracted talent buyer for consideration to appear as the main headliner act at the annual Fair
 - 4.2. The Committee will review potential acts for consideration to appear during the annual Fair at other locations on the fairgrounds
 - 4.3. The Committee may review potential acts for events to be held on the fairgrounds other than during the annual Fair
 - 4.4. Prior to, during, and immediately following the annual Fair, the Committee will perform such duties as directed by and in support of the WWFFD Director who shall serve as the chair of the Committee.

Walla Walla Fair and Frontier Days Committee Proposal

Facilities Advisory Committee

1. Name: The official name shall be the Walla Walla Fair and Frontier Days (WWFFD) Facilities Advisory Committee.
2. Purpose and Scope:
 - 2.1. Purpose: The purpose of the WWFFD Facilities Advisory Committee shall be to advise the WWFFD Board of Directors on issues related to rules, policies, maintenance, upkeep, and use of the fairgrounds and facilities.
 - 2.2. Scope: The scope of the WWFFD Facilities Advisory Committee shall be:
 - 2.2.1. Review, draft, and recommend rules and regulations related to the fairgrounds and facilities
 - 2.2.2. Review, initiate, recommend scope, amenities, design, and other characteristics of capital projects
 - 2.2.3. Review and consider public comments regarding the fairgrounds and its facilities.
3. Membership:
 - 3.1. Membership shall not exceed twelve (12) members and shall include the following composition:
 - 3.1.1. WWFFD Director
 - 3.1.2. Walla Walla County Fairgrounds Manager
 - 3.1.3. Walla Walla County Fairgrounds Maintenance Technician
 - 3.1.4. Walla Walla County Facilities Department Manager
 - 3.1.5. Contractor representatives, appropriate to the subject project(s), that could include landscaping, electrical, rock products, excavating, plumbing, and general
 - 3.1.6. Representative of the Walla Walla School District.
 - 3.2. Terms of Committee:
 - 3.2.1. The Committee terms will be indefinite
 - 3.2.2. Committee members will be (re)appointed annually by the WWFFD Board of Directors
 - 3.2.3. Committee meetings will be held quarterly or more frequently if needed.

Walla Walla Fair and Frontier Days Committee Proposal Rodeo Advisory Committee

1. Name: The official name shall be the Walla Walla Fair and Frontier Days (WWFFD) Rodeo Advisory Committee.
2. Purpose and Scope:
 - 2.1. Purpose: The purpose of the WWFFD Rodeo Advisory Committee shall be to advise the WWFFD Board of Directors on issues related to rodeos and rodeo-type events to be presented during the annual Fair and other non-Fair rodeos and rodeo-type events.
 - 2.2. Scope: The scope of the WWFFD Rodeo Advisory Committee shall be to review, discuss, promote, and produce all aspects of the annual Fair rodeo and other rodeo-type events to be held on the fairgrounds. All Committee members shall be expected to be active volunteers during the annual Fair and other events held on the fairgrounds involving the Committee.
3. Membership:
 - 3.1. Membership shall not exceed twenty (20) members and shall include the following composition:
 - 3.1.1. Walla Walla Fair & Frontier Days Director
 - 3.1.2. Walla Walla County Fair Manager
 - 3.1.3. Individuals from throughout the Walla Walla Valley who have an interest in and/or experience with the various aspects of rodeos and rodeo-type events, and may include the following composition:
 - 3.1.3.1. Sponsorships, Hospitality, Marketing, Parking, Arena, Animal Welfare, Operations, PRCA, Royalty, Grand Entry, Volunteers, Rodeo Personnel, Rodeo Acts, etc.
 - 3.2. Terms of Committee:
 - 3.2.1. Committee terms will be indefinite
 - 3.2.2. Committee members will be (re)appointed annually by WWFFD Board of Directors
 - 3.2.3. Committee meetings will be held monthly and as needed throughout the year and at least once following the annual Fair.
4. Responsibilities and Duties:
 - 4.1. Prior to, during, and immediately following the annual Fair Rodeo, it shall be the responsibility of the Rodeo Advisory Committee to promote and produce all aspects of the annual Fair rodeo as directed by and in support of the WWFFD Director
 - 4.2. The Rodeo Advisory Committee will also be responsible to promote and produce other rodeo-type events held on the fairgrounds other than during the annual Fair.

Walla Walla Fair and Frontier Days Committee Proposal

Safety/Security Advisory Committee

1. Name: The official name shall be the Walla Walla Fair and Frontier Days (WWFFD) Safety/Security Advisory Committee.
2. Purpose and Scope:
 - 2.1. Purpose: The purpose of the WWFFD Safety/Security Advisory Committee shall be to advise the WWFFD Board of Directors on issues related to safety and security
 - 2.2. Scope: The scope of the WWFFD Safety/Security Advisory Committee shall be:
 - 2.2.1. Review current safety and security policies and procedures for the overall fairgrounds and annual Fair
 - 2.2.2. Draft and recommend policies, procedures, rules, and regulations related to safety and security of the fairgrounds and annual Fair.
3. Membership:
 - 3.1. Membership shall not exceed twelve (12) members and shall include the following composition:
 - 3.1.1. WWFFD Director
 - 3.1.2. Walla Walla County Fair Manager
 - 3.1.3. Walla Walla County Sheriff or designee
 - 3.1.4. Walla Walla County Fire District #4 Chief or designee
 - 3.1.5. City of Walla Walla Chief of Police or designee
 - 3.1.6. City of Walla Walla Fire Chief or designee
 - 3.1.7. Walla Walla County Emergency Management Director or designee
 - 3.1.8. Walla Walla County Emergency Medical Services Director or designee
 - 3.1.9. Walla Walla County Risk Manager or designee
 - 3.2. Terms of Committee:
 - 3.2.1. Committee terms will be indefinite
 - 3.2.2. Committee members will be (re)appointed annually by the WWFFD Board of Directors
 - 3.2.3. Committee meetings will be held during the months of August and September annually; twice immediately prior to the week of the annual Fair; daily during the annual Fair; once following the close of the annual Fair; and additional meetings will be held as and if needed.

Walla Walla County Fairgrounds

Greg Lybeck, CFE
General Manager



Walla Walla Board of County Commissioners

Department Head Report

February 15, 2022

A. Fairgrounds Department Staffing

- Everything is moving along great, and our staff is doing a tremendous job with our day-to-day responsibilities and the planning of the fair.

B. Grounds Update:

- We continue to be busy booking our buildings for events. The Expo building is busy both with hourly riders and events on the weekends. With that being said, our two main buildings are not as full in the first quarter as we would like. We have lost 4 or 5 events due to Covid.

C. Walla Walla Fair 2022:

- Our fair theme is completed and was announced at this year's showcase. The theme is "Comin' in Hot" and the logo is attached to the update. This is a theme we could not find any other fairs doing when looking through archives of all past fair themes, we also feel that our advertising campaign around it will be fun and exciting.
- We are still working on the year-around logo. As we all agreed, we have Walla Walla County as part of it. We are looking for something to bring it to life, outline of the Blues above it maybe.
- We have submitted all information to Washington State Fair Commission for this year's reimbursement. We are looking forward to getting a much bigger amount of revenue this year.
- We will be increasing the majority of Fair rates this year. This decision was reached based on cost increases such as labor, utilities, materials, etc. Most of these rates have remained unchanged for many years.
- The website remodel is still in progress. I'm wanting it to move along a little faster but will stay patient because when finished, it will be a big improvement
- Entertainment: We are sitting on one act with a few backups ready to go if it doesn't work out. By the time I do this presentation we will have an act or be moving on to someone else.
- As far as strolling/walk-around acts and grounds musical acts, we are very close to being done. This feels good because we were still working to fill these spots in August last year. I am very excited about the activities we will have all throughout the grounds this year. These acts will be in areas where our guest won't expect them to be and be something they didn't expect to see.
- Carnival: we have been working with them on contracts, promotional days, and new

wristband discount sale dates.

- Grandstands viewing deck project: As announced at the showcase event, we have secured a partner that was a big step to getting this project completed. The engineering and design for the project is close to being finished and now we will be able to define the cost. We are still working with two more revenue partners that are wanting to be part of this project that would complete funds needed to build it. The positive impact to our budget from this project is greater than anything I have seen since studying our financials. We are planning the timing to visit with you and get the ok to move forward. We really need to thank Board member Charlie Barron for working so hard on this project.

D. Fairgrounds Physical Plant Improvement and Maintenance

- The Tietan fence project is done! We have had phone calls from people and neighboring businesses to tell us how great it looks. We did leave a few posts higher with the thought we could hang banners across them instead of down lower. Our fence contractor will come back and cut them down if we end up not liking them this way.
- State Department of Ag grant is ready to begin. It is my plan to have it completed for this year's fair. I have walked the project with most of our staff and one of our board members with construction experience to fully understand the scope of work. I have reached out to Robert Henry to help us put specs together and get it out to bid.
- We are still working on our bleachers and more than likely we might be all winter. It's a big project that needed to be done.
- We are planning to tear down some of our old barns in the coming months. We will use some of the better material to repair one of the barns used more often. The bad material will be hauled to the dump, and the rest will be put in bundles and surplused.
- We are continually working hard and paying attention to all utilities through all months to conserve on our budget. We are building detail sheets to be able to track and analyze them better.
- Our maintenance guys are doing a great job getting all our events taken care of while keeping the grounds maintained.

E. Fair Board:

- Board meeting: Our next board meeting is scheduled for February 15 in the Commissioner's chamber I believe.
- The Fair Board and staff all worked so hard on this year's showcase. The event went great and was enjoyed by all. As for revenue, this year's showcase was up 50% in revenue over 2021 and 88% up over 2020. We're all so grateful for the volunteers and support we get at our fair; it really is incredible. Big thanks to Sandi Rowe our Director responsible for planning this event!
- Committees: I believe all but one is completed and we will be getting them on the agenda for approval soon. I am excited for these committees because they will bring forward people with experience to help improve an already great fair!

F. Budget:

- Not a lot of news in this area to report. It is the time of year where there is more expense than revenue. Not sure of the exact number but because we did well in 2021, we were able to carry enough revenue over to pay for these early year expenses.



2:45 COUNTY COMMISSIONERS

- a) Possible discussion/decision re appointment to the Community Health Advisory Board (CHAB)
- b) Miscellaneous or unfinished business to come before the Board

- A D J O U R N -

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

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