

A G E N D A
WALLA WALLA COUNTY BOARD OF COMMISSIONERS
TUESDAY, SEPTEMBER 6, 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.

9:00 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) Silence cell phones
- c) Approval of agenda
- d) Declarations re: conflict of interest
- e) Pledge of Allegiance
- f) Public comment period (time limitations may be imposed)
- g) Introduction of new county employees (this is scheduled for the first meeting of each month)
- h) **Action Agenda Items:**
 - 1) Review submitted Employee Payroll Action Forms
 - 2) Review vouchers/warrants/electronic payments
- i) **Consent Agenda Items:**
 - 1) Resolution – Minutes of County Commissioners' proceedings for August 22 and 23, 2022 and Special Meeting August 26, 2022 and cancelled sessions of August 29 and 30, 2022
 - 2) Resolution – Signing an Interlocal Agreement between Walla Walla County and Walla Walla County Fire District 4 to complete Walla Walla County Fuels Reduction Project
 - 3) Payroll action and other forms requiring Board approval
- j) **Action Items:**
 - 1) County vouchers/warrants/electronic payments as follows: 4053444 through 4053449 totaling \$84,088.00 (payroll draws dated August 15, 2022); 4053508 through 4053541 totaling \$1,067,118.70 (August payroll); 4242706 through 4242739 totaling \$1,165,014.70 (benefits and deductions)
 - 2) Execute letter to National Park Service for permanent easement or right of way to Washington State Department of Transportation (WSDOT) re SR730, Rockfall Prevention

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF APPROVING
THE MINUTES OF THE WALLA
WALLA COUNTY COMMISSIONERS'
PROCEEDINGS FOR AUGUST 22
AND 23, 2022 AND SPECIAL
MEETING OF AUGUST 26, 2022 AND
CALCENLLED SESSIONS OF
AUGUST 29 AND 30, 2022

RESOLUTION NO. **22**

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the minutes of the Walla Walla County Commissioners' proceedings of August 22 and 23, 2022 and Special Meeting of August 26, 2022 and cancelled sessions of August 29 and 30, 2022 shall be approved.

Passed this 6th day of September, 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 APPROVING
INTERLOCAL AGREEMENT
BETWEEN WALLA WALLA
COUNTY AND WALLA WALLA
COUNTY FIRE DISTRICT 4 TO
COMPLETE WALLA WALLA
COUNTY FUELS REDUCTION



RESOLUTION NO. 22

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

WHEREAS, Walla Walla County Emergency Management Department and Walla Walla County Fire District 4 wish to enter into an Intergovernmental Agreement for targeted fuels mitigation/reduction work in a strategically selected area within the Mill Creek Wildland Urban Interface in Walla Walla County; 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 6th day of September, 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

Emergency Management Department

27 N. 2nd Avenue
Walla Walla, WA 99362
Phone: (509) 524-2900 • Fax: (509) 524-2910
www.wwermd.info

LIZ JESSEE
Director

PATRICK PURCELL
Coordinator

Memo

To: Board of Walla Walla County Commissioners
From: Liz Jessee
Date: August 18, 2022
Re: Interlocal Agreement with Walla Walla County Fire District 4

We recently finalized a Hazard Mitigation Grant Program (HMGP) agreement, contract #D22-026, with Washington State Military Department for FEMA funding to complete fuels reduction work in the Mill Creek Wildland Urban Interface. I am requesting your signature on an interlocal agreement between Walla Walla County and Walla Walla County Fire District 4 to complete the scope of work described in the contract.

Emergency Management will partner with Walla Walla County Fire District 4 (WWFD4) for targeted fuels mitigation/reduction work in a strategically selected area within the Mill Creek Wildland Urban Interface in Walla Walla County. A representative from the Fire District will inspect the structures and property of interested landowners and provide a treatment prescription. The Fire District will then hire a work crew to implement the prescription by performing the labor, which will include brushing, thinning and limbing trees, removal of dead vegetation, and chipping the debris. Walla Walla County Emergency Management will reimburse the Fire District the cost of the work crew after receiving reimbursement from through the HMGP contract.

Sincerely,

/s/

LIZ JESSEE

Director, Emergency Management

INTERLOCAL AGREEMENT BETWEEN WALLA WALLA COUNTY AND WALLA
WALLA COUNTY FIRE DISTRICT 4 TO COMPLETE WALLA WALLA COUNTY FUELS
REDUCTION PROJECT

1. Parties

1.1 Walla Walla County (County) is a Washington County organized under the laws of the State of Washington.

1.2 Walla Walla County Fire District 4 (District) is an Unincorporated Fire Protection District organized under the laws of the State of Washington.

2. Purposes

2.1 RCW Chapter 39.34 authorizes the Counties and other Governmental Units to jointly exercise powers, privileges, and authority, and to enter into agreements for such purposes.

2.2 RCW 38.52.091 authorizes emergency management organizations to develop mutual aid agreements.

2.3 The Parties wish to establish a framework to share and coordinate resources, workers, and expertise, while ensuring proper procedures are followed.

2.4 Walla Walla County has created an Emergency Management Department pursuant to RCW 38.52.070.

2.5 Walla Walla County has been awarded Federal Emergency Management Agency hazard mitigation funds to complete a defensible space project.

2.6 The Parties wish to partner in the defensible space project as outlined in Section 4 of this Agreement.

3. Administrative structure.

3.1 This Agreement does not establish a separate legal entity, and this Agreement does not affect the organization or functions of the parties except as provided below.

3.2 The Director of the Walla Walla County Emergency Management Department and the Walla Walla County Fire District 4 Fire Chief will administer this agreement.

3.3 The Walla Walla County Emergency Management Department and Walla Walla County Fire District 4 will each designate a liaison from each office for the Walla Walla County Fuels Reduction Project.

3.4 Walla Walla County Emergency Management and Walla Walla County Fire District 4 will create standard procedures for operations and deployment of the designated work crew.

3.5 Each party will assume responsibility for Notice and Report of Accident for their organization's employees.

3.6 Each party's employee hours for the Walla Walla County Fuels Reduction Project will be tracked for the purpose of grant deliverables and reporting. Hours worked will be applied towards the Hazard Mitigation Grant Program 12.5% match requirement. In addition, project-related mileage will be tracked and reported using State of Washington Office of Financial Management per diem rates.

3.7 Work crew labor will be reimbursed by Walla Walla County Fire District 4. Documentation of labor (hours worked and cost) will be provided to Walla Walla County

Emergency Management. Walla Walla County Emergency Management will reimburse Walla Walla County Fire District 4 directly. Funds will be remitted by the Washington State Emergency Management Division to Walla Walla County Emergency Management after completion of Hazard Mitigation Grant Program reports and Form A-19s.

4. Project Outline

4.1 The purpose of this project is for Walla Walla County Emergency Management to partner with Walla Walla County Fire District 4 for fuels mitigation/reduction work in a strategically selected area with the Wildland Urban Interface in Walla Walla County.

4.2 The Project will mitigate wildfire hazard through fuels reduction in an area 2 miles or less from structures.

4.3 Project Costs shall not exceed the Total Grant Amount of \$45,750.

4.4 The Grant Amount is divided into Federal, \$34,312.50 (75% of the Grant Amount), State, \$5,718.75 (12.5% of the Grant Amount), and Local, \$5,718.75 (12.5% of the Grant Amount), shares.

4.5 A representative from Walla Walla County Fire District 4 will inspect the structures and property of interested landowners and provide a treatment prescription and provide a work plan to the property owner.

4.6 Participation by landowners is voluntary. No work shall commence without written consent of the work plan by the property owner. The work plan and owner consent must be retained on file. On the day work is to commence, the work crew personnel will review the approved work

plan with the owner and obtain their signature before the work is actually commenced to ensure that the owner still wishes to participate.

4.7 A work crew will be retained by Walla Walla County Fire District 4 to implement the prescription by performing the labor, which will include brushing, thinning and limbing trees, removal of dead vegetation, and chipping the debris.

4.8 All work must occur within the FEMA-reviewed and approved Project Area Limits and must be conducted in accordance with the terms and conditions of FEMA's Hazard Mitigation Grant Program.

4.9 A specific and more detailed scope of work is found in the FEMA approved Project Application FM-5320-12-R.

5. Property

This Agreement does not provide for the acquisition, holding, or disposal of real or personal property. Any personal property of the Parties shall remain the property of the Party providing the property.

6. Term and Termination.

6.1 This agreement shall be effective for a term which commences on the date that it has been fully executed by all Parties to the agreement and ends on December 31, 2024, unless it is terminated early as provided herein.

6.2 The term of this agreement may be extended by mutual agreement of the Parties.

6.3 This agreement may be mutually terminated prior to its expiration by written

agreement of the Parties.

6.4 Any Party may unilaterally terminate this agreement by giving written notice of early termination of this agreement to the other Party at any time. Termination shall become effective no sooner than one-hundred eighty (180) days after notice of early termination.

7. Indemnification.

7.1 Mutual Indemnity. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. The parties agree to maintain a consolidated defense to claims made against them and to reserve

all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

7.2 Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

8. Attorney fees.

The Parties shall bear their own attorney's fees and costs of enforcing their rights and responsibilities under this Agreement.

9. Assignment.

No Party shall transfer, assign, or subcontract, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other Party.

10. Third party beneficiaries.

The Parties do not intend by this Agreement to assume any contractual obligations to anyone other than each other. The Parties do not intend to create any third-party beneficiary to this Agreement.

11. Notices.

Notices shall be given, at a minimum, by postage prepaid mail to a Party at its address of its principal governmental office.

12. Waiver.

No waiver by any Party of any term or condition of this Agreement incorporated in this

Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

13. Entire agreement.

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.

14. Amendment.

The provisions of this Agreement may be amended with the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of the Parties.

15. Counterparts.

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

16. Filing.

The Clerk of the Board of the Walla Walla County Commissioners shall cause a copy of this Agreement to be posted on the County website pursuant to RCW 39.34.040.

17. Severability.

If any term, provision, covenant, or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

To this end, the provisions of this Agreement are declared to be severable.

18. Applicable Law

This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

19. Jurisdiction and Venue

Any dispute or proceeding arising out of this Agreement shall be submitted to the Superior Court of the State of Washington for Franklin County.

Dated this _____ day of _____, 2022.

COUNTY OF WALLA WALLA

Approved as to form:

Jesse Nolte deputy

Prosecuting Attorney

CHAIRMAN OF BOARD OF WALLA
WALLA COUNTY COMMISSIONERS

WALLA WALLA COUNTY FIRE DISTRICT 4

Walter C Lane

Chairman of the Board

Title

**COUNTY OF WALLA WALLA
STATE OF WASHINGTON
BOARD OF COUNTY COMMISSIONERS**

September 6, 2022

Via email to David.Siegenthaler@nps.gov

David Siegenthaler, Regional Program Manager
Federal Lands to Parks
National Park Service
909 First Ave, Suite 500
Seattle, WA 98104

Dear Mr. Siegenthaler,

This letter is to request formal approval from the National Park Service to allow Walla Walla County to transfer a permanent easement or right of way to the Washington State Department of Transportation (WSDOT) to ensure public safety on U.S. Route 730. In 1984 the National Park Service transferred certain property described in the attached deed to Walla Walla County. The Deed, under paragraph 3, restricts any transfer of the property, unless written approval is first gained from the National Park Service.

WSDOT has requested that Walla Walla County deed an easement or right of way to the State of Washington for rock fall control over U.S. Route 730. U.S. Route 730 is a vital roadway running from the State of Oregon to industrial areas within Walla Walla County. The roadway is a direct route between I-82 and western Walla Walla County. It also provides access to thousands of acres of very rural property that can be prone to wildfire.

The roadway runs along the Columbia River, and Walla Walla County's property described in the attached deed consists partially of steep bluffs and cliffs over the roadway. The proposal to hang fencing to control rock fall will provide public safety benefits and ensure the road can stay open. We do not believe that the rock control project will compromise the use or purposes of the park property.

Accordingly, we request written consent to grant an easement to WSDOT for this infrastructure project. Please feel free to call if you have any questions.

Sincerely,

WALLA WALLA COUNTY BOARD OF COMMISSIONERS

Todd L. Kimball
Chairman

Jennifer R. Mayberry
Member

Gregory A. Tompkins
Member

Enclosures:

Quitclaim Deed 8407653 for parcel 310604110010
Letter from WSDOT re SR 730 Rockfall Prevention

WALLA WALLA COUNTY PUBLIC HEALTH AND LEGISLATIVE BUILDING, 314 WEST MAIN
P.O. BOX 1506 • WALLA WALLA, WASHINGTON 99362-0316 • wwcocommissioners@co.walla-walla.wa.us
PHONE: (509) 524-2505 • FAX: (509) 524-2512

District No. 1
JENNIFER R. MAYBERRY

District No. 2
TODD L. KIMBALL

District No. 3
GREGORY A. TOMPKINS

REAL ESTATE EXCISE TAX

10-D-WA-496Y

NOV 08 84

EXCEPT BY 61812
WALLA WALLA COUNTY
BY VERA KAMBA, TREASURER

QUITCLAIM DEED

8407853

8407853

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Pacific Northwest Regional Director, National Park Service (hereinafter designated "Grantor"), under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law No. 485, 91st Congress, and regulations and orders promulgated thereunder, for and in consideration of the perpetual use of the hereinafter described premises exclusively as and for public park and public recreation area purposes by Walla Walla County, a political subdivision of the State of Washington (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions, and covenants hereinafter expressed and set forth, all Grantor's right, title, and interest in and to that certain parcel of real property, consisting of approximately 218 acres known as McNary Lock and Dam Project, located in Walla Walla County, State of Washington, and more particularly described in Exhibit "A," attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions, and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

RESERVING, HOWEVER, unto the Grantor all coal, oil, gas, and other minerals on said real property, together with the right to prospect for, mine, and remove the same under applicable laws, rules, and regulations prescribed by the Secretary of the Interior.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations, and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the Grantee.

It is agreed and understood by and between the Grantor and Grantee, and the Grantee, by its acceptance of this Deed, does acknowledge its

understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained exclusively for the public purposes for which it is conveyed in perpetuity as set forth in the program of utilization and plan contained in the application dated August 13, 1984, submitted by the Grantee and accepted by the Grantor on August 15, 1984, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within three (3) months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions as contained in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior. All revenue generated on surplus properties must be available for and expended on the site where the income is generated until the program of utilization is completed. After the resource needs of the surplus site are met, the funds may be used for other public parks and recreation purposes by the grantee. Revenue to the public agency which is generated on surplus Federal lands may not be spent for non-recreation purposes.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall prepare and submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for

the purposes set forth above, for ten consecutive reports, and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title, and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. The Grantee agrees to comply with all laws applicable to the use of the above described property for public park and recreation purposes including compliance with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205

of 1970 (84 Stat. 49), to assure that development of facilities on conveyed surplus properties of public park and recreation purposes are accessible to the physically handicapped, and Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) which assures that no otherwise qualified handicapped individual shall solely by reasons of his handicap be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity relating to Federal financial assistance.

8. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the covenants, hereditaments, and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 2nd day of November, 1984

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

By William J. Briggie
Acting Regional Director
Pacific Northwest Region
National Park Service

STATE OF WASHINGTON)
County of King) ss.

On this 2nd day of November, 1984, before me, the subscriber, personally appeared William J. Briggie, to me known and known to me to be the Acting Regional Director, Pacific Northwest Region, National Park

Service, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Acting Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered, and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America for the purposes and uses therein described.



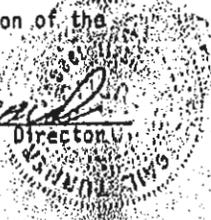
Mary Ellen Patten
Notary Public in and for the
State of Washington

Residing at:
1717 150th St #7
Bellvue WA 98007

Pursuant to the authority of a resolution dated January 7, 1982, the foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

Walla Walla County,
a political subdivision of the
State of Washington

By James M. Beard
James Beard, Planning Director,
Walla Walla County



STATE OF WASHINGTON)
)ss.
County of Walla Walla)

On this 8th day of November, 1984, before me, the undersigned officer, personally appeared James Beard, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he, James Beard, is a Planning Director for Walla Walla County, and that he signed his name thereto and acknowledged that he executed the foregoing instrument for and on behalf of Walla Walla County, a political subdivision of the State of Washington, for the purposes and uses therein described.

Carl Turner
Notary Public in and for the
State of Washington

Residing at:
Walla Walla

LEGAL DESCRIPTION

McNary Lock and Dam Project
Walla Walla County
10-D-WA-496Y

Portion of Tract DD-2165

All that part of Government Lot 11, the east half of the southeast quarter, and the southeast quarter of the northeast quarter of Section 4, Township 6 North, Range 31 East of the Willamette Meridian, Walla Walla County, State of Washington, lying southeasterly, easterly, and northeasterly of the southeasterly, easterly, and northeasterly right-of-way line of existing Washington State Highway No.3.

SUBJECT TO:

Easement to the Pacific Power and Light Company dated September 22, 1960 for transmission line purposes, which is attached as Exhibit "A".

Existing easements for public roads and highways, public utilities, railroads and pipelines, and to other easements and encumbrances of record; and any other outstanding rights contained in or referred to in patents issued by the United States.

RESERVING TO the Grantor all coal, oil, gas, geothermal steam and associated geothermal resources, and other minerals on said Property, together with the right to prospect for and remove the same under applicable laws, rules, and regulations prescribed by the Secretary of the Interior.

Portion of Tract DD-2168

All that part of Government Lot 2, Section 4, Township 6 North, Range 31 East of the Willamette Meridian, and all those parts of Government Lots 3 and 4 in Section 33, Township 7 North, Range 31 East of Willamette Meridian, Walla Walla County, State of Washington, lying easterly of the easterly right-of-way line of existing Washington State Highway No. 3.

SUBJECT TO :

Easement to the Pacific Power and Light Company dated September 22, 1960, for transmission line purposes, which is attached as Exhibit "A".

Permit dated August 16, 1956, to the State of Washington authorizing removal of borrow material from a designated site. This permit is attached as Exhibit "B".

Existing easements for public roads and highways, public utilities, railroads and pipelines, and to other easements and encumbrances of record; and any other outstanding rights contained in or referred to in patents issued by the United States.

RESERVING TO the Grantor all coal, oil, gas, geothermal steam and associated geothermal resources, and other minerals on said Property, together with the right to prospect for and remove the same under applicable laws, rules, and regulations prescribed by the Secretary of the Interior.

Portions of Tracts FF-2304 and DD-2169

All those parts of the northeast quarter of the northeast quarter of Section 33, the southeast quarter of the southeast quarter of Section 28, and the southwest quarter of the southwest quarter of Section 27, Township 7 North, Range 31 East of Willamette Meridian, Walla Walla County, State of Washington, lying southeasterly of the southeasterly right-of-way line of existing Washington State Highway No.3.

SUBJECT TO existing easements for public roads and highways, public utilities, railroad and pipelines, and to other easements and encumbrances of record; and any other outstanding rights contained in or referred to in patents issued by the United States.

RESERVING TO the Grantor all coal, oil, gas, geothermal steam and associated geothermal resources, and other minerals on said Property, together with the right to prospect for and remove the same under applicable laws, rules, and regulations prescribed by the Secretary of the Interior.

FILED FOR RECORD
IN WALLA WALLA CO. WASH.
BY *Jim Beard*

Nov 8 9 5a AM '84

C. LYNN SMITH
AUDITOR



**Washington State
Department of Transportation**

South Central Region
2809 Rudkin Road
Union Gap, WA 98903-1643
509-577-1600 / FAX: 509-577-1603
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 22, 2022

Walla Walla County Board of County Commissioners
County Public Health and Legislative Building
314 West Main Street
2nd floor - Room 203
P.O. Box 1506
Walla Walla, WA 99362

RECEIVED

AUG 23 2022

WALLA WALLA COUNTY
COMMISSIONERS

RE: SR 730, Rockfall Prevention
WSDOT Parcel No. 5-07027
Walla Walla County Parcel No. 310604110010
Property ID: 22512
MP 2.94-3.14

Dear Board of County Commissioners:

Recently, my office received an email from Jesse Nolte from the Walla Walla County Prosecuting Attorney's office requesting that WSDOT write to provide information regarding the State of Washington's need to acquire a portion of a parcel along the Columbia River and adjacent to SR 730 owned by the County. Specifically, WSDOT needs to purchase approximately 0.36 acres from parcel 310604110010. The specific requirements will be further detailed when WSDOT completes its revised Right of Way plan sheets.

Our regional design and engineering teams have stated that the work will be performed between MP 2.90 and MP 3.15 of SR 730. In the area between MP 2.94 and 3.09, WSDOT will be installing a series of necessary rockfall fencing. In the area between MP 3.09 and MP 3.14, WSDOT will be performing rock stabilization with scaling, installing rock dowels, and installation of cable net slope protection. This slope has experienced many rockfall events, the last one in January 2022, which resulted in an emergency project to remove debris from the road and conduct rock fall scaling of the slope.

Pursuant to the deed to the County from the United States of America, by and through the Secretary for the Department of Interior, the County must maintain the property for recreational purposes. Due to safety concerns and to prevent future rockfall onto SR 730, the State of Washington is asking that the County begin discussions and ultimately request permission from the Department of the Interior (National Park Service) for the State to purchase the necessary portions of parcel 310604110010 to perform the safety rockfall prevention work.

Walla Walla County Board of Commissioners
Page 2 of 2
August 22, 2022

The WSDOT South Central Region Real Estate Services office will be presenting a formal offer to purchase the necessary property once the final design is approved, and the deed restriction is resolved to WSDOT's satisfaction. Our office looks forward to working with the Board to move this project forward.

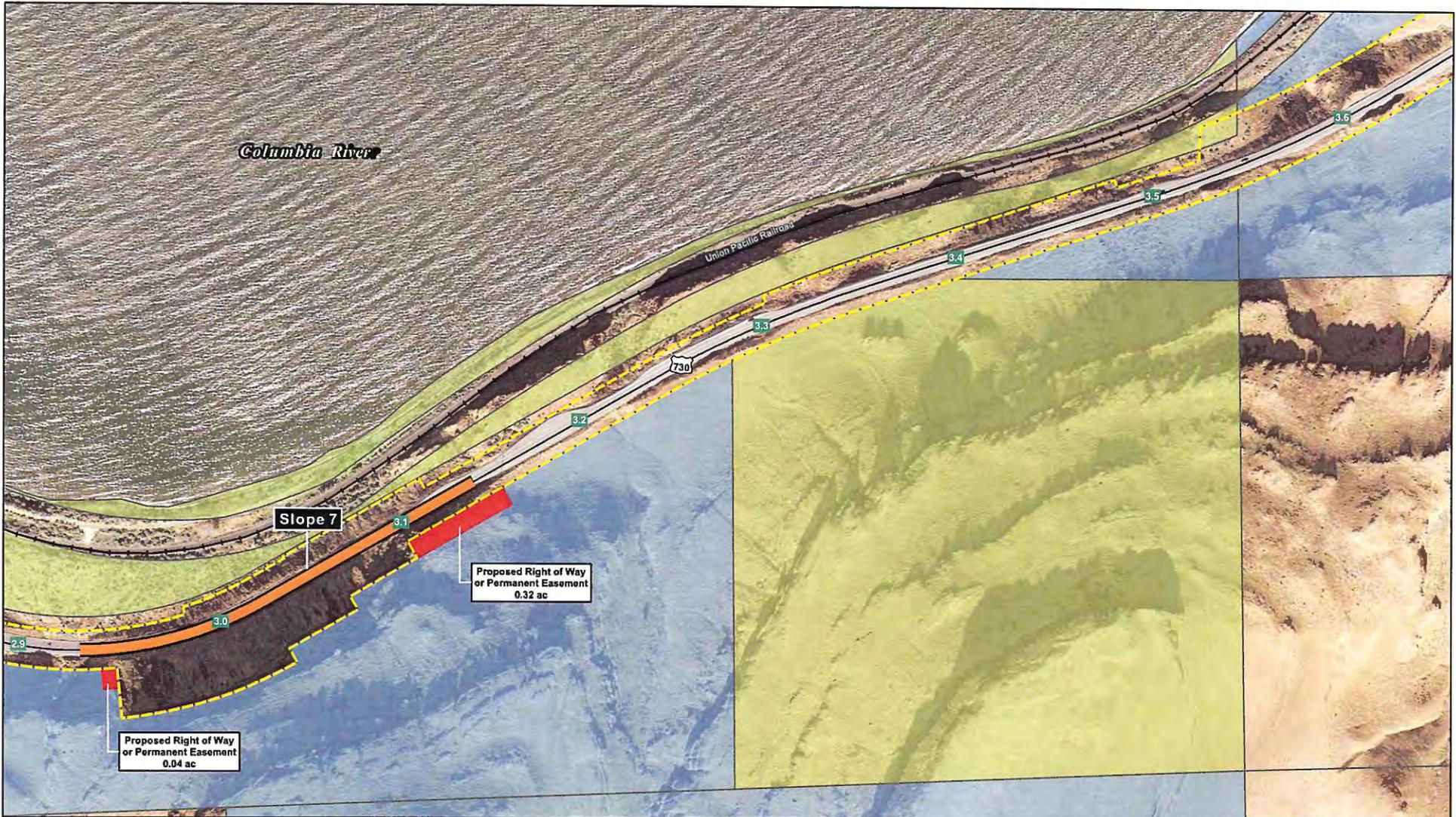
Sincerely,

A handwritten signature in blue ink that reads "Stan Lloyd". The signature is cursive and fluid.

Stan Lloyd
South Central Region, Manager
Real Estate Services
Cell: 509-948-3422
Email: lloyds@wsdot.wa.gov

Enclosure

cc: Jesse Nolte, Deputy Prosecuting Attorney, Walla Walla County (via email); Diane Harris, Clerk of the Board (via email)



US 730 2.9 Miles to 5.2 Miles N of Oregon Border Rockfall Prevention

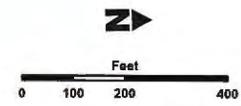
Washington State Department of Transportation

11/06/2018



- MP Milepost Marker
- Roadway Centerline
- Project Limits
- Temporary Construction Easement
- Roadway Right of Way (existing)

- Right of Way or Permanent Easement (proposed)
- Right of Entry
- US Fish and Wildlife Parcel
- County Parcel
- Private Parcel



SHEET
1
OF
4

For cartographic display. Portions of this information may be incorrect or out of date. WSDOT reserves the right to revise, edit and modify information shown on this document.

COUNTY COMMISSIONERS (continued)

- k)** Miscellaneous business to come before the Board
- l)** Review reports and correspondence; hear committee and meeting reports
- m)** Review of constituent concerns/possible updates re: past concerns

9:15 COMMUNITY DEVELOPMENT

Lauren Prentice

- a) Workshop re Planning Commission's Final Docket recommendation on application ZCA21-001 by Yellowhawk Resort WW, LLC
- b) Presentation of the Planning Commission's recommendation on 2022 Non-County Preliminary Docket application (1): Andrew Landram Hanson Loop Rural Rezone Applications – CPA22-001/REZ22-001
- c) Possible action/discussion re setting the 2022 Final Docket (Application CPA22-001/REZ22-001)
- d) **Action Agenda Items:**
 - 1) Execute Professional Services Agreement between Walla Walla County, Washington and SAFEbuilt Washington, LLC
 - 2) Execute Amendment No. 1 to Master Services Agreement Effective June 22, 2022 between Walla Walla County, WA and Paymentus Corporation
- e) Department update and miscellaneous



Walla Walla County Community Development Department

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

To: Walla Walla County Board of County Commissioners
From: Lauren Prentice, Community Development Director
Prepared: August 31, 2022
Meeting Date: September 6, 2022
RE: **Workshop: Planning Commission Final Docket Recommendation** Application ZCA21-001 by Yellowhawk Resort WW, LLC. to make Winery Type 3 a conditional use in the Rural Residential 5 (RR-5) zoning district.

Background

The application by Yellowhawk Resort WW, LLC. would amend the zoning code (Walla Walla County Code Section 17.16.014 Permitted Uses Table) to make the use 'Winery, Type 3' a Conditional Use in the Rural Residential 5 zoning district. This is a use that is currently defined in WWCC Chapter 17.22. All the development standards in Chapter 17.22 for Type 3 Wineries would apply under this amendment proposal, as well as the conditional use permit criteria in WWCC Chapter 17.40.

The Planning Commission held a Final Docket Public Hearing on August 3, 2022. Following the public hearing the Planning Commission voted 5-2 to recommend that the application be denied.

A map showing the location of RR-5 zoning in Walla Walla County is Attachment B. A total of 6,548 acres are zoned RR-5 which is less than 1% of the gross land area of the County.

Attachments and Documents

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

- A. Planning Commission Resolution 22-02
- B. Rural Residential 5 Zoning Map
- C. Applicant's Informational Boards
- D. Public Comments
- E. Staff Report to the Planning Commission dated August 3, 2022

Public Comments

All written comments received to date are included in Attachment D. Two members of the public spoke in favor of the application at the Planning Commission Public Hearing and fifteen members of the public spoke in opposition. A summary of this testimony is included in the Planning Commission resolution (Attachment A).

Summary of Proposal and Analysis

If approved, the proposed amendments would affect only land in the Rural Residential 5 (RR-5) district. The proposal would amend Section 17.16.014 – Permitted Uses Table to make Type III Winery a conditional use in the RR-5 district. Staff and Planning Commission analysis is included in the attached resolution and staff report.

During deliberations, at least one member of the Planning Commission stated that if the proposal was revised so that the Winery, Type 3 classification was more limited in size/scope, it may be appropriate to

approve. However, this was not a formal recommendation, nor was there a specific set of modifications identified. Approval with modifications remains an option for the Board.

Next Steps

The next step is for the Board of County Commissioners to hold a public hearing; the Board can then take action to approve, approve with modifications, or deny the application. Community Development Department staff can work with the Clerk to make preparations to schedule the public hearing. It will take a few weeks to prepare for the hearing and conduct public notice.

If there is specific additional information that the Board would like staff to provide prior to the Public Hearing, this would be the time to identify those items.



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: August 31, 2022
Agenda Date: September 6, 2022
RE: **Presentation of the Planning Commission's recommendation on non-County Preliminary Docket Application (1): Andrew Landram Hanson Loop Rural Rezone Applications – CPA22-001/REZ22-001**

Docketing Process for Annual Amendments

The purpose of the Preliminary Docket is to review the amendments based on initial, general criteria, staff and the Planning Commission 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 non-County Comprehensive Plan and development regulations amendments on the Final Docket will be reviewed pursuant to Walla Walla County Code (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, followed by possible workshops, and required public hearings with the Planning Commission and the Board of County Commissioners.

There is only one non-County application on the 2022 Preliminary Docket. The Planning Commission recommended unanimously that this application be moved to the Final Docket.

Summary of Application

The Andrew Landram proposal is a site-specific map amendment would amend Comprehensive Plan and Zoning map designations of two properties located generally at 3296 Hanson Loop Road, totaling 10-acres, from Rural Agriculture 5-acres to land use designation Rural Residential 2-5-acres (Burbank RAC). Zoning proposed is Rural Residential 2-acres (RR-2). APN 310817510092, 310817510093.

Attachments and background materials

1. Planning Commission Resolution 22-01
2. August 3, 2022, Planning Commission Staff Report with attachments
3. CPA22-001 Comprehensive Plan Amendment Application
4. REZ22-001 Rezone Application
5. SEPA Environmental Checklist

Planning Commission Recommendation

The Planning Commission voted unanimously to recommend that the Board of County Commissioners to move this to the Final Docket.

Public and Agency Comments

Only the applicant spoke during the Planning Commission public hearing; there was no public comment. No agency comments have been submitted; typically, local and state agencies participate in the Final Docket and SEPA review process.

BOCC Review

Per WWCC 14.10.060.E and 14.15.060.E the BOCC may adopt the planning commission's recommended Final Docket (containing only the Andrew Landram application) without a public hearing. Alternatively, if a majority of the BOCC decides that they want to consider NOT moving the application to the Final Docket, the Board must first schedule and conduct a public hearing.

WALLA WALLA COUNTY PLANNING COMMISSION

RESOLUTION NUMBER 22-01

Proposals: Comprehensive Plan Land Use Map Amendment and Rezone, Landram Hanson Loop Rural Rezone Applications – CPA22-001/REZ22-001

WHEREAS, the following site-specific applications were made by a member of the public to request amendments to the Walla Walla County Development Regulations and Comprehensive Plan during the 2022 amendment cycle:

1. CPA22-001/ZCA22-001 – Andrew Landram Comprehensive Plan and Zoning Code Amendments

Application to amend the Comprehensive Plan and Zoning map designations of two properties generally located at 3296 Hanson Loop Road, totaling 10-acres. The land use designation will be changed from Rural Agriculture 5-acres to Rural Residential 2-5 acres (Burbank RAC). The zoning change will be changed from Rural Agriculture 5 (RA-5) to Rural Residential-2 (RR-2) zoning district. APN Numbers 310817510092 and 310817510093.

WHEREAS, on March 29, 2022, an application by Andrew Landram was submitted to the Community Development Department.

WHEREAS, on July 6, 2022, the Planning Commission held a public workshop to review and discuss the proposal.

WHEREAS, on August 3, 2022, the Planning Commission held a public hearing to consider the proposal and whether it should be included in the 2022 Final Docket; and

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

WHEREAS, no written or oral testimony was received by members of the public; only the applicant spoke during the public hearing; and

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

WWCC Section 14.10.060D.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.

WHEREAS, the Planning Commission voted unanimously, to recommend that the Board of County Commissioners include the applications submitted by Andrew Landram (CPA22-001 and REZ22-

001) on the 2022 Development Regulations Amendments Final Docket, based on the criteria contained in Walla Walla County Code Sections 14.10.060D.3 and 14.15.060D.3; and

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

1. There is sufficient need, urgency, and appropriateness to include the proposal by Andrew Landram (CPA22-001/REZ22-001) on the Final Docket (WWCC 14.10.060D.3). Consideration of the applications on the Final Docket would allow the County to possibly rezone property such that there is more rural land that can be divided, thereby potentially increasing rural residential development capacity in the County, which may be needed. As well, this property is directly adjacent to a large area zoned RR-2; it's appropriate to consider RR-2 for this property as well.
2. The rezone application meets in the rezone Preliminary Docket criteria in WWCC 14.15.060D.3 in that it is appropriate to consider at this time alongside the Comprehensive Plan amendment application that it accompanies. The proposed rezone would implement the proposed land use map amendment. The proposed zoning (RR-2) is one of the implementing zones for the Rural Residential 2-5 acre (Burbank Rural Activity Center) land use designation per the Comprehensive Plan. If the rezone is not considered now, and the Comprehensive Plan amendment were approved, a rezone would have to be considered later in order to implement the land use change.

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

- Include the following non-County applications on the 2022 Development Regulations and Comprehensive Plan Amendment Final Docket based on the criteria contained in Sections 14.15.060 and 14.10.060.
 - CPA22-001/ZCA22-001 (Andrew Landram Hanson Loop Rural Rezone)

Signed:

Antionette Rudnick

Antionette Rudnick, Chair
Walla Walla County Planning Commission

8/11/2022

Date



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, Community Development Director
Prepared: July 28, 2022
Meeting Date: August 3, 2022
RE: **Public Hearing Agenda Item No. 1 – Landram Hanson Loop Rural Rezone.
Docket No. CPA22-001/REZ22-001**

Background

The application was received by the Community Development Department on November 30, 2017. It would amend Comprehensive Plan and Zoning map designations of two properties located generally at 3296 Hanson Loop Road, totaling 10-acres, from Rural Agriculture 5-acres to land use designation Rural Residential 2-5-acres (Burbank RAC). Zoning proposed is Rural Residential 2-acres (RR-2). APN 310817510092, 310817510093.

No public comment on this application has been received.

Staff Conclusion

Community Development Department (CDD) staff concludes that the proposed amendments meet the Community Development Department's review criteria in WWCC 14.15.060C/14.10.060C and the Planning Commission's review criteria in WWCC 14.15.060D.3/14.10.060D.3.

Staff Recommendation

Staff recommends that the applications, docket numbers CPA22-001/REZ22-001 be considered for inclusion into the County's 2022 Final Docket.

Motion Option 1

"I move that the Planning Commission concur with the findings of fact and conclusion of law in docket number CPA22-001/REZ22-001 and recommend to the Board of County Commissioners that the applications by Andrew Landram be included in the County's 2022 Final Docket."

Motion Option 2 (denial)

"I move that the Planning Commission concur with the findings of fact and conclusion of law in docket number CPA22-001/REZ22-001 and recommend to the Board of County Commissioners that the applications by Andrew Landram NOT be included in the County's 2022 Final Docket."

Attachments

- A. Comprehensive Plan Amendment Process – Walla Walla County Code Section 14.10.060 – Preliminary docket – Adoption of final docket
- B. Development Regulations Amendment Process – Walla Walla County Code Section 14.15.060 – Preliminary docket – Adoption of final docket
- C. Notice of Public Hearing and Certificate of Notification

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

Analysis and Summary of the Proposal

The proposal would amend the land use and zoning for parcels 310817510092 and 310817510093 at 3296 Hanson Loop Road. These parcels are currently zoned Rural Agriculture 5-acres (RA-5) and they are primarily surrounded by rural land zoned RR-2 (yellow) as well as Public Reserve and Agricultural Residential 10-acres. The proposed Comprehensive Plan amendments would affect maps LU-1, LU-2, and BSA-1.



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. During their deliberations, after closing the public hearing, the Planning Commission should make findings and conclusions related to these criteria for inclusion in their resolution and recommendations to the Board of County Commissioners.

Comprehensive Plan Amendment Criteria for Preliminary Docket

Below is WWCC Sections 14.10.060C and 14.10.060D.3 which lists the criteria the Community Development Department and Planning Commission shall base their recommendations.

- **Criteria: Need.**
Staff Discussion: The application states that this rezone is needed to provide additional housing capacity.
- **Criteria: Urgency.**
Staff Discussion: The application states that there is an urgent need to consider this rezone due to an ongoing housing shortage.
- **Criteria: Appropriateness.**
Staff Discussion: The application states that it is appropriate to move this application to the Final Docket and consider the rezone because the lots are adjacent to the Westbourne Acres housing development and the proposed rezone would allow for rural development consistent with these existing uses. Per the applicant: "This proposed amendment is also in line with the county wide goals and planning policies of promoting: development while maintaining rural character, a variety of rural densities and housing choices, buffering uses, infrastructure and services consistent with rural goals, and rural economic vitality."

Development Regulations (Rezone and Zoning Code Text Amendments) 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 proposed rezone is consistent with the Comprehensive Plan amendment application that it accompanies. The proposed zoning (RR-2) is one of the implementing zoning districts listed in the Comprehensive Plan for the proposed land use designation (Rural Residential 2-5-acres – Burbank RAC).
- **Criteria:** The amendment is consistent with other development regulations, unless accompanied by amendments to such other development regulations; and
Staff Discussion: The purposes of the current and proposed zoning districts are set in WWCC 17.12.040; it does not appear that the proposal is inconsistent with the purpose of the Rural Residential district, which is very similar to the Rural Agriculture purpose.

F. Rural Agriculture. The primary purpose of this district is to accommodate smaller scale farming activity, and limited agricultural production on medium-sized rural lots. Limited residential and recreational uses also should be accommodated. In determining the appropriate implementing zoning district, factors such as the following should be considered; historic platting patterns, road access, floodplain locations, land availability, and the surrounding built densities.

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.

- **Criteria:** The amendment is appropriate for consideration at this time.
Staff Discussion: The application was submitted prior to the 2022 application deadline.

Findings of Fact

1. On March 29, 2022, a Comprehensive Plan amendment application (CPA22-001), a rezone application (REZ22-001), and a SEPA Environmental Checklist (SEPA22-011) were submitted to the Community Development Department by the City of College Place.
2. On June 1, 2022, the Planning Commission reviewed the application materials in workshop at their regular public meeting.
3. On July 6, 2022, the Planning Commission reviewed the application materials in workshop at their regular public meeting.
4. On July 22, 2022, a Notice of Public Hearing was posted on the Community Development Department website.
5. On July 22, 2022, the notice was distributed to parties of record and property owners within 500-feet of the site.
6. On July 24, 2022, the notice was published in the Walla Walla Union Bulletin and Tri-City Herald.

7. On July 28, 2022, the notice was published in The Times (Waitsburg).

Conclusion of Law

1. The proposed amendments have been reviewed pursuant to Walla Walla County Code Section 14.15.060 and 14.10.060 as described in the August 3, 2022 Staff Report.

ATTACHMENT A

Comprehensive Plan Amendment Process

14.10.060 - 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. Type of amendment and 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 need and appropriateness of each proposed amendment and its compliance with the applicable annual review criteria in Section 14.10.015
- 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 perceived need, urgency and appropriateness of each proposed amendment and its compliance with the applicable annual review criteria in Section 14.10.015
- 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 14.10.030 or amendments initiated by a majority vote of the board of county commissioners.

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

WALLA WALLA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
310 W Poplar St., Suite 200
Walla Walla, WA 99362
509-524-2610

Submit documents to: permits@co.walla-walla.wa.us

COMPREHENSIVE PLAN AMENDMENT APPLICATION
Application deadline: March 31, 2022 at 5:00 pm

NOTES FOR 2022:

Rezoning that do not correspond with proposed Land Use Plan map amendments will not be considered as Comprehensive Plan Amendment applications but will be considered a development regulation amendment subject to applicable requirements of Walla Walla County Code Title 14.

Prior to application submittal you are strongly encouraged to schedule a preapplication meeting via Cisco Webex, which is an opportunity to meet with staff to informally discuss the proposal, application requirements, fees, the review process and schedule, and applicable development standards, plans, policies, and laws.

If you are submitting more than one amendment request, fill out a separate application for each request.

Applicant

Name: Andrew Landram
Mailing address: PO Box 6914
City: Kennewick State: WA Zip: 99336
Phone: 509-939-5538 Email: drewlandram@hotmail.com

Applicant's Representative (optional)

Name: Jennifer Ssebagala
Mailing address: PO Box 6914
City: Kennewick State: WA Zip: 99336
Phone: 360-561-8582 Email: js.work360@gmail.com

***Note: Signatures from the applicant and each property owner required on Page 4 (WWCC 14.07.025B(9)).**

Type of Proposed Amendments

Type of proposed amendment (circle one): Text Policy **Map**

Is this application accompanied by application(s) for development regulations amendments (rezoning or zoning code text amendment) necessary to implement the proposed Comprehensive Plan amendment (circle one)? **Yes** or No

Text and Policy Amendments	
Brief description of the proposed text or policy amendments <i>* detailed statement will be required – see the Submittal Checklist on Page 4.</i>	Amend the land use designation of the applicant's two parcels located on Hanson Loop Road from Rural Agriculture to Rural Residential and rezone the parcels from RA-5 to RR-2 for the opportunity for additional housing.
Comprehensive Plan page(s) that would be effected.	Map LU-1 Map LU-2 Map BSA-1

Map Amendments					
Site address and/or general description of the area	3296 Hanson Loop Rd and the adjacent parcel to the southeast toward Casey Pond.				
12-digit Assessor's parcel numbers (site-specific amendments only)	<table border="1"> <tr> <td><u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 2</u></td> <td>_____</td> </tr> <tr> <td><u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 3</u></td> <td>_____</td> </tr> </table>	<u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 2</u>	_____	<u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 3</u>	_____
<u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 2</u>	_____				
<u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 3</u>	_____				
Size of the of the property/area that would be affected	10 total acres (each parcel is 5 acres)				
Current Land Use Designation	Rural Agriculture				
Proposed Land Use Designation	Rural Residential				
Current Zoning	Rural Agriculture 5 (RA-5)				
Proposed Zoning <i>*rezone application will also be required.</i>	Rural Residential 2 (RR-2)				
Is the subject property within an Urban Growth Area (UGA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
If yes, specify which UGA: <input type="checkbox"/> Walla Walla <input type="checkbox"/> College Place <input type="checkbox"/> Waitsburg					
<input type="checkbox"/> Prescott <input type="checkbox"/> Burbank <input type="checkbox"/> Attalia Industrial UGA					

Property Owner Information (site specific map amendments only)

Name: Landram Living Trust (Andrew Landram, Trustee)

Mailing address: PO Box 6914

City: Kennewick State: WA Zip: 99336

Phone: 509-939-5538 Email: drewlandram@hotmail.com

Name: Landram Living Trust (Susan Landram, Trustee)

Mailing address: PO Box 6914

City: Kennewick State: WA Zip: 99336

Phone: 509-939-7005 Email: susanlandram@gmail.com

Name: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Name: _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

The signature of each applicant or the applicant's representative, and each property owner if different than the applicant(s), is required per [WWCC 14.07.025](#).

(We) (I) certify that the information furnished within this application, including all submittals and attachments, is true and correct to the best of (my) (our) knowledge, and understand that additional conditions may be placed on the permit if it is approved. Attach additional page if needed (for five or more signatures).

Andrew Landram *Andrew Landram* 1/3/26/22 Owner
 Printed Name Signature Date Applicant

Susan Landram *Susan Landram* 1/3-26-2022 Owner
 Printed Name Signature Date Applicant

 Printed Name Signature Date Owner Applicant

 Printed Name Signature Date Owner Applicant

 Printed Name Signature Date Owner Applicant

COMPLETE SUBMITTAL CHECKLIST

Application Deadline: March 31, 2022 at 5:00 pm

Submittal Requirements

The following must be submitted with this completed form for the application to be complete. Applications that are incomplete (i.e., that do not include all the information required below) will not be accepted.

- An electronic copy
- Application fee: **\$3,750, plus 3% technology fee, \$3,862.50** payable to Walla Walla County
(If the application is not placed on the final docket, \$3,250 will be refunded.)
- [SEPA Environmental Checklist](#) (only **Section A: Background, Section C: Signature and Section D: Supplemental Sheet for Nonproject Actions** must be completed)
- SEPA Review fee: **\$570.00, plus 3% technology fee, \$587.10**, payable to Walla Walla County.
- Exhibit A:** detailed written summary of proposed amendments. Must be labeled as "Exhibit A" and attached to application form.

Additional Requirements for Map Amendments - attach and label as follows

- Exhibit B:** an explanation of how the proposal meets the criteria in the following sections of the Walla Walla County Code. The written statement must address each of these criteria and should specifically respond to each item in this sections as required by the type of amendment. See attached. A MS Word document with these criteria is available online and can be used to generate Exhibit B.
 - [WWCC 14.10.015](#)
 - [WWCC 14.10.060D.3 \(perceived need, urgency, and appropriateness\)](#)
 - [WWCC 14.10.070B.3.](#)
 - [Section 14.10.070B.4](#) – site specific map amendments only
 - [Section 14.10.070B.5](#) – Urban Growth Area amendments only
- Exhibit C:** vicinity map depicting the location of the property. Must be dated and signed by the applicant.
- Exhibit D:** legal description and notarized signature of one or more property owners.

Additional Requirements for Text or Policy Amendments - attach and label as follows

- Exhibit B:** an explanation of how the proposal meets the criteria in the following sections of the Walla Walla County Code. The written statement must address each of these criteria and should specifically respond to each item in these sections as required by the type of amendment. See attached. A MS Word document with these criteria is available online and can be used to generate Exhibit B.
 - [WWCC 14.10.015](#)
 - [WWCC 14.10.060D.3 \(perceived need, urgency, and appropriateness\)](#)
 - [WWCC 14.10.070B.3](#)
 - [Section 14.10.070B.5.a](#) – Urban Growth Area amendments only

I hereby state that the checked items are included in my application packet. I understand that errors or omissions may result in delay of application review. If all items are not submitted together, in a complete application packet, by March 31, 2022, the application will not be considered in 2022.

Applicant Signature:  Date: 3/26/22

Exhibit A

RE: Comprehensive Plan Amendment Application for Andrew Landram (Landram Living Trust) to change the land use designation and zoning for adjacent parcel #'s 31-08-17-51-0092 and 31-08-17-51-0093 located on Hanson Loop Road from Rural Agriculture 5 (RA-5) to Rural Residential 2 (RR-2).

This proposal is for a site-specific map amendment request and will require changes to Walla Walla County Land Use Maps LU-1, LU-2 and BSA-1 to assign Rural Residential 2 to two adjacent lots owned by Landram Living Trust at 3296 Hanson Loop Road (APN 310817510092 and 310817510093) in Burbank.

EXHIBIT B

Note: As noted on the Submittal Checklist on Page 4 of the application, depending on the type of application (policy, text, map amendment, or UGA map amendment), certain criteria will not apply. Provided detailed responses to applicable criteria. A MS Word document with these criteria is available online.

1. **Explain how the proposed amendment complies with the criteria in the Walla Walla County Code [Section 14.10.015](#), which identifies the types of applications that may be considered.**

Response: The proposed amendment complies with Walla Walla County Code Section 14.10.015C.5. It is a site-specific land use map amendment that does not require substantive changes to existing policy language and that does not alter the Burbank UGA or Rural Activity Center boundaries.

2. **Explain how the proposed amendment complies with the criteria in Walla Walla County Code [Section 14.10.060D.3](#) regarding the perceived need, urgency and appropriateness of the proposed amendment.**

Response: There is a need and urgency to consider this amendment in order to provide additional residences to address the current housing shortage. The lots are bordered on the northeast by the Westbourne Acres housing development and amending these two lots from Rural Agriculture 5 to Rural Residential 2 will allow for more housing options while maintaining the rural aspect of the area and providing a transition between the existing rural agriculture land use and areas of higher density. This will also result in an increased tax base for these lots.

The proposed amendment is in compliance with the applicable review criteria in Section 14.10.015 of the Walla Walla County Code and is an already-established land use designation in the Burbank Rural Activity Center in which the property is located, making the requested Land Use Designation amendment from Rural Agriculture 5 to Rural Residential 2 appropriate.

3. **Explain how the proposed amendment complies with criteria in Walla Walla County Code [Section 14.10.070B.3](#).**

a. *The proposal meets a definable public need;*

Response: The proposal meets a definable public need by providing small residential acreages (bigger lots) while maintaining a buffer between rural and resource lands with higher density areas; and

b. *The public need was not recognized in the existing comprehensive plan due to:*

- 1) *A change in circumstances in the community not anticipated or contemplated when the applicable section(s) of the comprehensive plan was last adopted; or*
- 2) *An error in development of the comprehensive plan as it currently exists; and*

Response: the public need was not recognized in the existing comprehensive plan under provision (1), a change of circumstances. When the existing plan was created it was estimated that Burbank's population would increase by approximately 120 people by 2038, it was also noted that "population estimates are inexact and adjustments to these figures will be made periodically as a part of the County's process for monitoring growth and land uses consistent with the requirements of the GMA" (section 12.2.4). The unexpected growth of the area would therefore be a change of circumstance that would allow for an amendment to the land use designation in this case to increase housing while maintaining the rural aspect of the area.

- c. *The defined need conforms to the policy directives of the comprehensive plan and countywide planning policies; and*

Response: The proposed land use of this property (Rural Residential 2) is already established in the county's comprehensive plan for the county as well as for the Burbank Rural Activity Center and it is consistent with the comprehensive plan's vision for the Burbank community of providing a leisure living environment of bigger lots. This proposed amendment is also in line with the county wide goals and planning policies of promoting: development while maintaining rural character, a variety of rural densities and housing choices, buffering of uses, infrastructure and services consistent with rural goals, and rural economic vitality.

- d. *The proposed amendment does not require amendment of policies in other areas of the comprehensive plan except to resolve inconsistencies or unnecessary duplication among policies;*

Response: The proposed amendment does not require amendment of policies in other areas of the comprehensive plan and the Rural Residential land use designation has already been established for the county as well as allowable in the Burbank Rural Activity Center; and

- e. *The proposed amendment is consistent with the Growth Management Act (Chapter 36.70A RCW), any other applicable inter-jurisdictional policies or agreements, and any other state or federal laws.*

Response: This site-specific land use map amendment is consistent with the Growth Management Act as it does not qualify as a critical area and is consistent with the county's comprehensive plan which follows the GMA's guidelines.

4. **Explain how the proposed amendment complies with criteria in Walla Walla County Code [Section 14.10.070B.4. \(SITE SPECIFIC MAP AMENDMENTS\)](#)**

- a. *The subject parcel(s) is suitable for development under the requested land use designation and the zoning standards of one or more potential implementing zoning district(s);*

Response: The parcels of this proposed site-specific amendment to the land use map is physically suitable for the requested land use designation and the anticipated land use development including access, proximity to a higher density area, accessibility to utilities and public services; and

- b. *The proposed site-specific amendment will not create pressure to change the land use designation of other properties in the area;*

Response: The proposed amendment will not create pressure to change the land use designation of other properties in the area because the request is to change the land use to be more compatible with the existing land use designation of the land to the northeast of these lots and the growing population of the area; and

- c. *The proposed site-specific amendment does not adversely affect the adequacy of existing or planned public facilities and services in the immediate area or the applicable urban growth area.*

Response: The proposed site-specific amendment does not adversely affect the adequacy of existing or planned public facilities and services in the immediate area, it is adjacent to a well established public road (Hanson Loop Road) and will be served by electric and communications

utilities that already serve the neighboring development to the northeast. The proposed site-specific amendment is not in or adjacent to an urban growth area.

5. Explain how the proposed amendment complies with criteria in Walla Walla County Code [Section 14.10.070B.5.a.](#) (UGA MAP OR POLICY AMENDMENTS)

Response: Proposed amendment is not in or adjacent to an urban growth area (UGA)

- a. *For each proposed amendment to an urban growth area policy or land use map the planning commission shall consider the following information:*
- 1) *The 20-year population and/or employment projections for the county; and*
 - 2) *The extent to which the urban growth occurring within the county has located within each city and the unincorporated urban growth areas; and*
 - 3) *The allocation of projected county population and/or employment to the urban growth areas; and*
 - 4) *The buildable lands analysis for each urban growth area; and*
 - 5) *Existing urban growth area boundaries; and*
 - 6) *Other proposed changes affecting urban growth areas.*

6. Explain how the proposed amendment complies with criteria in Walla Walla County Code [Section 14.10.070B.5.b.](#) (UGA BOUNDARY MAP AMENDMENTS)

Response: Proposed amendment is not in or adjacent to an urban growth area (UGA)

- b. *For each proposed amendment to an urban growth area the planning commission shall recommend that a proposed amendment be approved, approved with modifications, or denied based on the review criteria in Section 14.10.070B.3 and Section 14.10.070B.4 if applicable, and the following additional criteria:*
- 1) *The proposed amendment necessitates:*
 - a. *Reallocation of population and/or employment within the county; and*
 - b. *Related map and/or boundary changes; or*
 - 2) *The proposed amendment requires modification of the map and/or boundary of one or more urban growth areas.*

Exhibit C: Vicinity Map

2/19/22, 3:47 PM

Google Maps

Google Maps Exhibit C: Vicinity Map



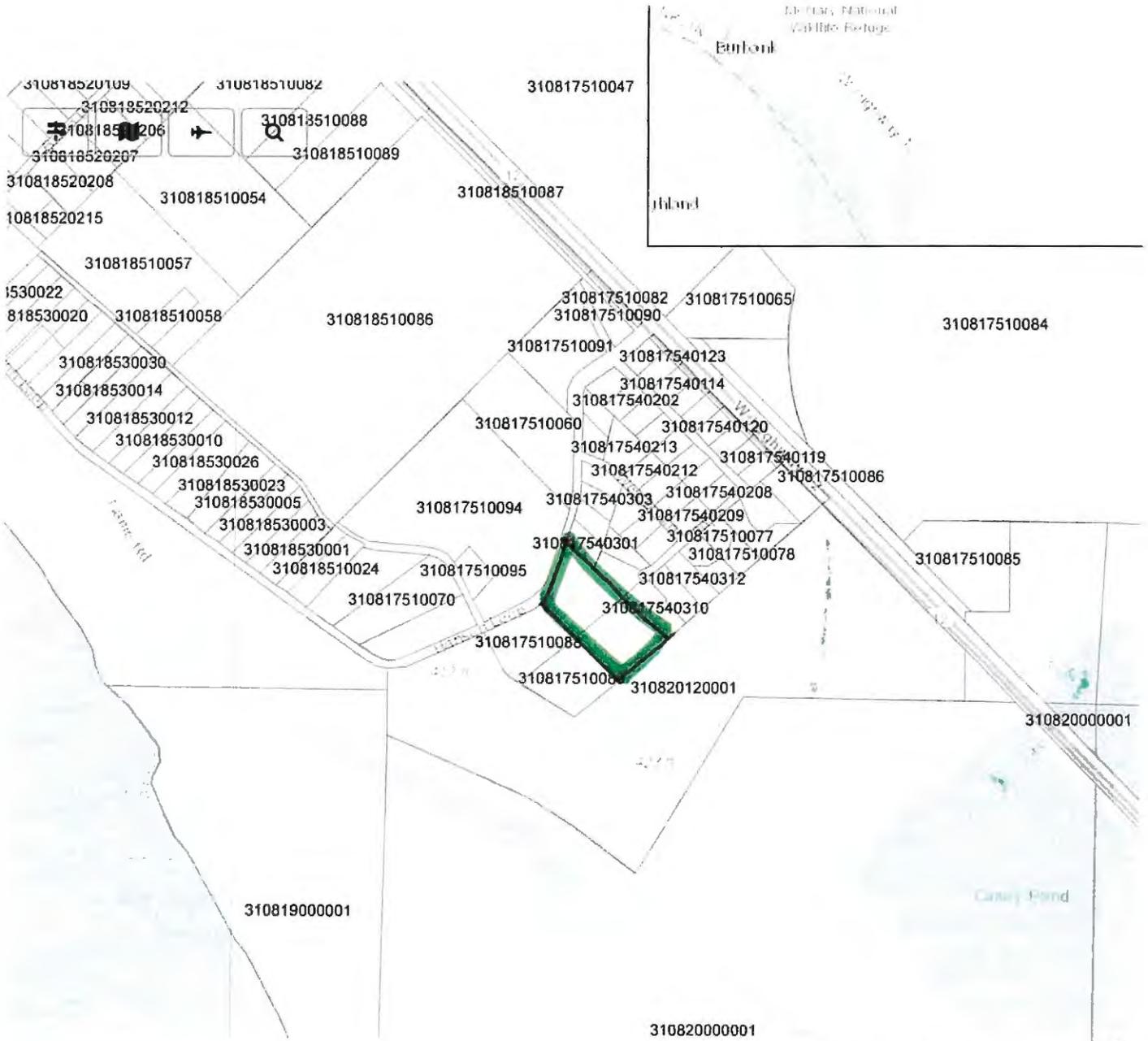
Imagery ©2022 Maxar Technologies, USDA Farm Service Agency, Map data ©2022 500 ft

3-26-2022 Susan Landram
3-26-2022 Andrew Landram

Exhibit C: Vicinity Map

3/22/22, 3:45 PM

Walla Walla County Map Search



3-26-2022 Susan Lamham
3-26-2022 Andrew Lamham



Exhibit D

RE: Comprehensive Plan Amendment Application for Landram Living Trust (Andrew and Susan Landram) to change the land use designation and zoning for parcel #'s 31-08-17-51-0092 and 31-08-17-51-0093 located on Hanson Loop Road from Rural Agriculture 5 (RA-5) to Rural Residential 2 (RR-2).

Legal Description (per Cindy in the Walla Walla County Assessor's office):

Parcel 31-08-17-51-0092

Walla Walla County Columbia Basin Project #3; Lot 1 of short plat book 4, page 293

Parcel 31-08-17-51-0093

Walla Walla County Columbia Basin Project #3; Lot 2 of short plat book 4, page 293

Property Owner's Signature:

Andrew Landram
Andrew Landram

Date: 3/28/2022

STATE OF WASHINGTON

COUNTY OF Thurston

I certify that I know or have satisfactory evidence that Andrew Landram signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

dated: 3/28/22

Angela Roberts
Angela Roberts

NOTARY PUBLIC, State of Washington

My appointment expires: 11/2/23



Property Owner's Signature:

Susan Landram Date: 3-28-2022
Susan Landram

STATE OF WASHINGTON

COUNTY OF Pierce

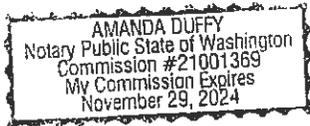
I certify that I know or have satisfactory evidence that Susan Landram signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

dated: March 28, 2022

Amanda Duffy

NOTARY PUBLIC, State of Washington

My appointment expires: 11/29/2024



WALLA WALLA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
310 W Poplar St., Suite 200
Walla Walla, WA 99362
509-524-2610

Submit documents to: permits@co.walla-walla.wa.us

REZONE APPLICATION
Site Specific or Area of General Applicability

NOTES FOR 2022:

Rezoning that do not correspond with proposed land use amendments will not be considered as Comprehensive Plan Amendment applications but will be considered as development regulation amendments subject to applicable requirements of Walla Walla County Code Title 14. Site specific rezoning can be considered outside of the annual docketing process.

Prior to application submittal you are required to schedule a virtual preapplication meeting, which is an opportunity to meet with staff to informally discuss the proposal, application requirements, fees, the review process and schedule, and applicable development standards, plans, policies, and laws.

If you are submitting more than one amendment request, fill out a separate application for each request.

Applicant

Name: Andrew Landram

Mailing address: PO Box 6914

City: Kennewick State: WA Zip: 99336

Phone: 509-939-5538 Email: drewlandram@hotmail.com

Applicant's Representative (optional)

Name: Jennifer Ssebagala

Mailing address: PO Box 6914

City: Kennewick State: WA Zip: 99336

Phone: 360-561-8582 Email: js.work360@gmail.com

***Note: Signatures from the applicant and each property owner required on Page 4 (WWCC 14.07.025B(9)).**

Type of Proposed Amendments

Type of proposed map amendment (circle one): Site-Specific Area Text Amendment

Is this application accompanied by application(s) for a Comprehensive Plan amendment (circle one) Yes or No

Summary of Amendments					
Site address and/or general description of the area	3296 Hanson Loop Rd and the adjacent parcel to the southeast towards Casey Pond.				
12-digit Assessor's parcel numbers (site-specific amendments only)	<table border="1"> <tr> <td><u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 2</u></td> <td>_____</td> </tr> <tr> <td><u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 3</u></td> <td>_____</td> </tr> </table>	<u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 2</u>	_____	<u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 3</u>	_____
<u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 2</u>	_____				
<u>3 1 - 0 8 - 1 7 - 5 1 - 0 0 9 3</u>	_____				
Size of the of the property/area that would be affected	10 total acres (each parcel is 5 acres)				
Current Land Use Designation	Rural Agriculture				
Proposed Land Use Designation <i>*CPA application will also be required.</i>	Rural Residential				
Current Zoning	RA-5				
Proposed Zoning	RR-2				
Is the subject property within an Urban Growth Area (UGA)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, specify which UGA: <input type="checkbox"/> Walla Walla <input type="checkbox"/> College Place <input type="checkbox"/> Waitsburg <input type="checkbox"/> Prescott <input type="checkbox"/> Burbank <input type="checkbox"/> Attalia Industrial UGA					

Property Owner Information (site specific map amendments only)

Name: Landram Living Trust (Andrew Landram)
 Mailing address: PO Box 6914
 City: Kennewick State: WA Zip: 99336
 Phone: 509-939-5538 Email: drewlandram@hotmail.com

Name: Landram Living Trust (Susan Landram)
 Mailing address: PO Box 6914
 City: Kennewick State: WA Zip: 99336
 Phone: 509-939-7005 Email: susanlandram@gmail.com

Name: _____
 Mailing address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

Name: _____
 Mailing address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

The signature of each applicant or the applicant's representative, and each property owner if different than the applicant(s), is required per WWCC 14.07.025.

(We) (I) certify that the information furnished within this application, including all submittals and attachments, is true and correct to the best of (my) (our) knowledge, and understand that additional conditions may be placed on the permit if it is approved. Attach additional page if needed (for five or more signatures).

Andrew Landram		13/26/22	<input checked="" type="checkbox"/> Owner
Printed Name	Signature	Date	<input type="checkbox"/> Applicant
Susan Landram		3-26-2022	<input checked="" type="checkbox"/> Owner
Printed Name	Signature	Date	<input type="checkbox"/> Applicant
/	/	/	<input type="checkbox"/> Owner
Printed Name	Signature	Date	<input type="checkbox"/> Applicant
/	/	/	<input type="checkbox"/> Owner
Printed Name	Signature	Date	<input type="checkbox"/> Applicant
/	/	/	<input type="checkbox"/> Owner
Printed Name	Signature	Date	<input type="checkbox"/> Applicant

COMPLETE SUBMITTAL CHECKLIST

Application Deadline: March 31, 2022 at 5:00 pm

Submittal Requirements

The following must be submitted with this completed form for the application to be complete. Applications that are incomplete (i.e., that do not include all the information required below) will not be accepted.

- An electronic copy**
- Application fee: \$1,425, plus 3% application fee, \$1,4675.75** payable to Walla Walla County
- SEPA Environmental Checklist** (only **Section A:** Background, **Section C:** Signature and **Section D:** Supplemental Sheet for Nonproject Actions must be completed)
- SEPA Review fee: \$570, plus 3% application fee, \$587.10** payable to Walla Walla County.
- Exhibit A:** detailed written summary of proposed amendments. Must be labeled as "Exhibit A" and attached to application form.
- Exhibit B:** an explanation of how the proposal meets the criteria in the following sections of the Walla Walla County Code. The written statement must address each of these criteria and should specifically respond to each item in these sections as required by the type of amendment. Must be labeled as "Exhibit B" and attached to application form.
 - WWCC 14.09.010B (site specific rezones only)
 - WWCC 14.15.060C (rezones of general applicability only)
 - WWCC 14.15.070B.3 (rezones of general applicability only)
- Exhibit C:** vicinity map depicting the location of the property. Must be dated and signed by the applicant and labeled as "Exhibit C" and attached to application form.
- Exhibit D:** legal description and notarized signature of one or more property owners. Must be labeled as "Exhibit D" and attached to application form.

I hereby state that the checked items are included in my application packet. I understand that errors or omissions may result in delay of application review. If all items are not submitted together, in a complete application packet, by March 31, 2022, the application will not be considered on the 2022 docket.

Applicant Signature:

Andrew Sandham

Date:

3/26/22

Exhibit A

RE: Rezone Application for Andrew Landram (Landram Living Trust) to change the zoning for adjacent parcel #'s 31-08-17-51-0092 and 31-08-17-51-0093 located on Hanson Loop Road from Rural Agriculture 5 (RA-5) to Rural Residential 2 (RR-2).

This proposal is to rezone 2 adjacent parcels owned by the applicant from RA-5 to RR-2. The lots are located in the Burbank Rural Activity Center at 3296 Hanson Loop Road (APN 310817510092 and 310817510093).

EXHIBIT B

Note: As noted on the Submittal Checklist on Page 4 of the application, depending on the type of application (site specific or general area rezone), certain criteria will not apply. Provided detailed responses to applicable criteria. A MS Word document with these criteria is available online.

1. Explain how the proposal meets the following criteria of Walla Walla County Code Section 14.15.060C AND Section 14.15.070B.3. (ALL REZONE APPLICATIONS SUBMITTED DURING ANNUAL DEVELOPMENT REGULATION DOCKETING PERIOD)

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; and*
4. *The amendment meets a definable public need; and*
5. *The amendment is in the long term interest of the county.*

Response:

1. The proposed zoning of this property (Rural Residential 2) is an already established rural zoning district included in the county's comprehensive plan for the Burbank Rural Activity Center, making this zoning district change appropriate and consistent with the comprehensive plan's vision for the Burbank community of providing a leisure living environment of bigger lots. This proposed amendment is also in line with the comprehensive plan's county wide goals and policies of promoting: development while maintaining rural character, a variety of rural densities and housing choices, buffering of uses, infrastructure and services consistent with rural goals, and rural economic vitality; and
2. This amendment is site-specific and the proposed zoning (RR-2) has already been established in the county's comprehensive plan for the Burbank Rural Activity Center and does not require any changes or updates to any development regulations; and
3. The lots are bordered on the northeast by the Westbourne Acres housing development and amending these two lots from RA-5 to RR-2 will allow for more housing options while maintaining the rural aspect of the area and providing a transition between the existing rural agriculture land use and areas of higher density. The proposed amendment is an allowable rural zoning district for the Burbank Rural Activity Center, making this zoning amendment from RA-5 to RR-2 appropriate at this time; and
4. The proposal meets a definable public need by providing small residential acreages while providing a buffer between rural and resource lands with higher density areas; and
5. This proposed amendment is in the long-term interest of the county because it provides additional residences and will result in an increased tax base for these lots for the county.

2. Explain how the proposal meets the following criteria of Walla Walla County Code Section 14.09.010B. (SITE SPECIFIC REZONES)

1. *Is consistent with the goals and policies in the land use, rural and resource lands, and/or Burbank subarea plan elements of the comprehensive plan including the land use maps; and*

Response: The proposed land use of this property (Rural Residential 2) is one of the County's residential land use designations for the Burbank Rural Activity Center and it is consistent with the comprehensive plan's vision for the Burbank community of providing a leisure living environment of bigger lots. The proposed zoning district (RR-2) is an allowed rural zoning district for the Burbank Rural Activity Center which is where the property is located. This proposed amendment is in line with the comprehensive plan's goals and policies of promoting development while maintaining rural character, a variety of rural densities and housing choices, buffering of uses, infrastructure and services consistent with rural goals, and rural economic vitality.

2. *Is consistent with WWCC Title 16 Subdivisions, Title 17 Zoning, Title 18 Environment, the Walla Walla County Shoreline Master Program and other applicable land use laws and policies of Walla Walla County; and*

Response: This proposal is consistent with the requirements and has the capability to meet all of the requirements outlined by the above policies and laws with the exception of the Walla Walla County Shoreline Master Program which does not apply to this property.

3. *Is not materially detrimental to uses or property in the immediate vicinity of the proposed rezone and to the general public; and*

Response: This proposal will not result in a significant change of use for the property – the four additional residences it will provide will not have a material affect on the uses or property in the immediate vicinity or to the general public.

4. *Does not create excessive additional requirements at public cost for public facilities and services; and*

Response: The proposal does not create excessive additional requirements at public cost for public facilities or services because it is adjacent to a well-established public road (Hanson Loop Road) and will be served by electric and communications that already serve the neighboring development.

5. *Is warranted:*

- a. *To achieve consistency with the comprehensive plan; or*
- b. *To meet county population and/or employment projections because of a need for additional property in the proposed zoning district; or*
- c. *Because there are changed conditions since the zoning in the area was adopted to warrant the proposed rezone. "Changed conditions" include public improvements, permitted private development or other conditions or circumstances affecting the subject property that have undergone substantial and*

material changes not anticipated or contemplated when the zoning and/or subarea plan was last adopted. "Changed conditions" do not include actions taken by the current or former property owners to facilitate a more intense development of the property.

Response: All three of the options listed above apply to this proposal because it would:
a) achieve consistency with the comprehensive plan and update the land use designation and zoning of this property to be the same as the properties to the immediate northeast,
b) meet a need for additional housing to meet county population growth and property need in the zoning district, and c) address the need for additional residences from the unexpected population growth in Burbank which is a "changed condition" from when the zoning in this area was adopted.

Exhibit C: Vicinity Map

2/19/22, 3:47 PM

Google Maps

Google Maps Exhibit C Vicinity Map



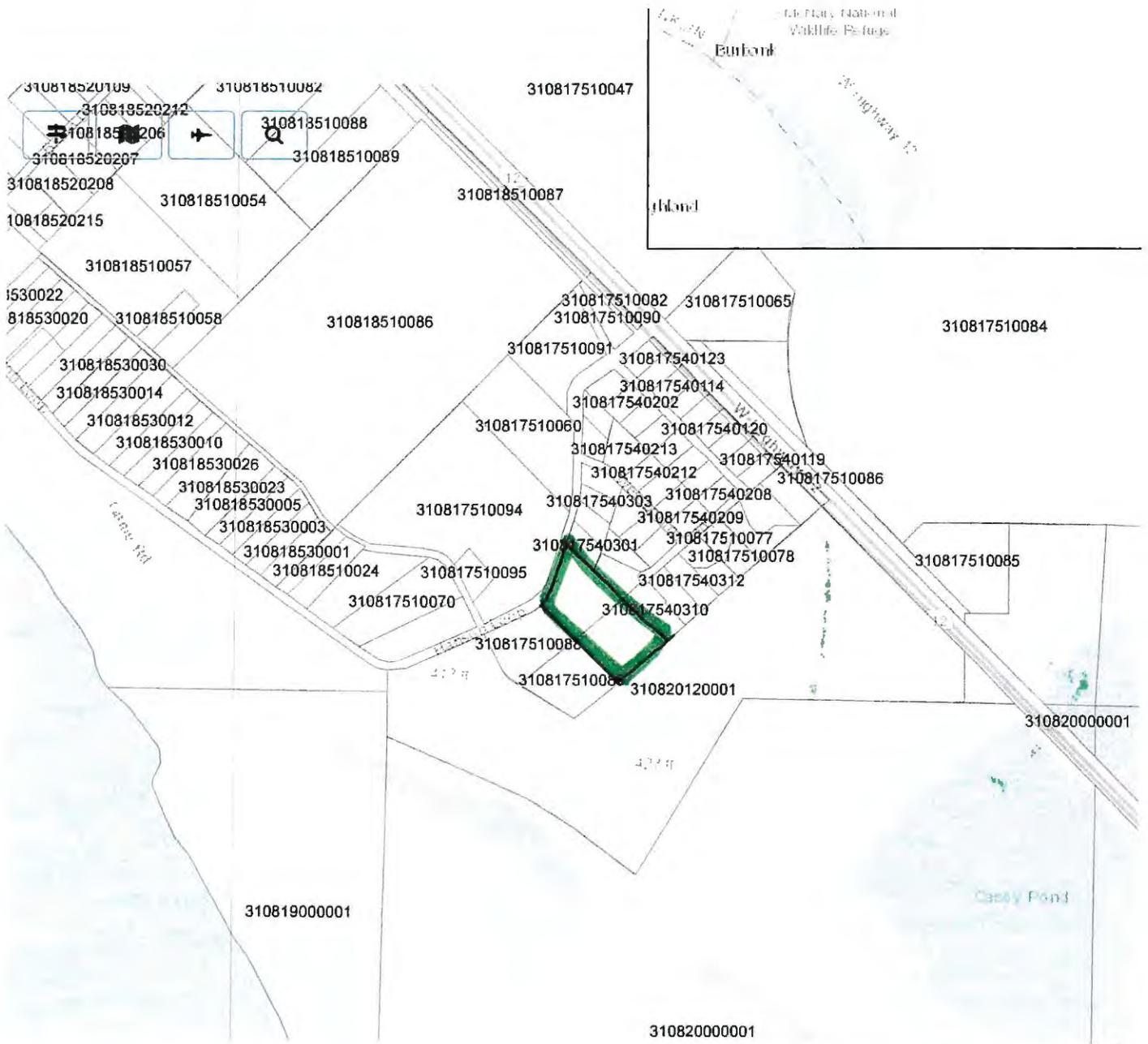
Imagery ©2022 Maxar Technologies, USDA Farm Service Agency, Map data ©2022 500 ft

3-26-2022 Susan Landrum
3-26-2022 Andrew Landrum

Exhibit C: Vicinity Map

3/22/22, 3:45 PM

Walla Walla County Map Search



3-26-2022 Susan Landham
3-26-2022 Andrew Landham

Exhibit D

RE: Rezone Application for Landram Living Trust (Andrew and Susan Landram) to change the zoning for parcel #'s 31-08-17-51-0092 and 31-08-17-51-0093 located on Hanson Loop Road from Rural Agriculture 5 (RA-5) to Rural Residential 2 (RR-2).

Legal Description (per Cindy in the Walla Walla County Assessor's office):

Parcel 31-08-17-51-0092

Walla Walla County Columbia Basin Project #3; Lot 1 of short plat book 4, page 293

Parcel 31-08-17-51-0093

Walla Walla County Columbia Basin Project #3; Lot 2 of short plat book 4, page 293

Property Owner's Signature:

Andrew Landram
Andrew Landram

Date: 3/28/2022

STATE OF WASHINGTON

COUNTY OF Thurston

I certify that I know or have satisfactory evidence that Andrew Landram signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

dated: 3/28/22

Angela Roberts
Angela Roberts
NOTARY PUBLIC, State of Washington

My appointment expires: 11/2/23



Property Owner's Signature:

Susan Landram Date: 3-28-2022
Susan Landram

STATE OF WASHINGTON

COUNTY OF Pierce

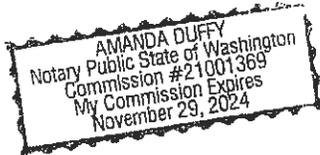
I certify that I know or have satisfactory evidence that Susan Landram signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

dated: March 28, 2022

Amanda Duffy

NOTARY PUBLIC, State of Washington

My appointment expires: 11/29/2024



SEPA ENVIRONMENTAL CHECKLIST

A. **Background** [\[HELP\]](#)

1. Name of proposed project, if applicable:

Proposal for Andrew Landram (Landram Living Trust) to change the land use designation and zoning for adjacent parcel #'s 31-08-17-51-0092 and 31-08-17-51-0093 located on Hanson Loop Road from Rural Agriculture 5 (RA-5) to Rural Residential 2 (RR-2).

2. Name of applicant:

Andrew Landram

3. Address and phone number of applicant and contact person:

*Andrew Landram
PO Box 6914
Kennewick, WA 99336
509-939-5538*

Contact person: Jennifer Ssebagala 360-561-8582

4. Date checklist prepared: *3/24/2022*
5. Agency requesting checklist: *Walla Walla County Planning Department*
6. Proposed timing or schedule (including phasing, if applicable):

We will proceed as quickly as permitted by the county

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No additional plans related to this proposal.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

Not aware of any such environmental information that directly relates to this proposal.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

Not aware of any applications pending governmental approval for other proposals directly affecting this property.

10. List any government approvals or permits that will be needed for your proposal, if known.

County approval of a comprehensive plan amendment and rezoning.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Proposal is to change the land use designation and zoning for 2 adjacent 5-acre parcels from Rural Agriculture 5 (RA-5) to Rural Residential 2 (RR-2) with the plan of providing additional housing.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Proposal address is 3296 Hanson Loop in Burbank, WA – see attached vicinity map. Legal description for the 2 adjacent parcels:

*Parcel 31-08-17-51-0092
CBP #3 LOT 1 OF SHORT PLAT (NWLY PTN TAX 4 IN FU 20 BLK 3)*

*Parcel 31-08-17-51-0093
CPB #3 LOT 2 OF SHORT PLAT (SELY PTN TAX 4 IN FU 20 BLK 3)*

B. Environmental Elements [\[HELP\]](#)

1. Earth [\[help\]](#)

- a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

- b. What is the steepest slope on the site (approximate percent slope)?

Steepest slope is approximately 40%.

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Sandy soil

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No known surface indications or history of unstable soils in the immediate vicinity.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

No fill necessary and minimal grading will be needed.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

No erosion is expected to occur.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

About 2-4% of the site will be covered with impervious surfaces.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

No such measures will be needed.

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Some emissions will result from this proposal from construction but approximate quantity is not known.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No such off-site sources of emissions or odor.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:

No such measures will be needed.

3. Water [\[help\]](#)

- a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

There is an irrigation ditch approximately 600' to the south.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No work over will be needed.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

No fill or dredge material will be needed.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No surface water withdrawals or diversions will be necessary.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No, the proposal doesn't lie within a 100-year floodplain.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

There will be no discharge of waste materials to surface waters.

b. Ground Water: [\[help\]](#)

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Yes, four (4) new wells will be installed approximately 70'-100' deep. There will be no water discharged to groundwater.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Domestic sewage from four (4) new onsite septic systems. Each system is expected to be a four bedroom system.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

All stormwater will be kept onsite – stormwater will be minimal.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

No waste materials will not enter ground or surface waters.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No, the proposal does not alter or affect the drainage patterns in the vicinity of the site.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

All stormwater will be kept on site with berms.

4. **Plants** [\[help\]](#)

a. Check the types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
 evergreen tree: fir, cedar, pine, other
 shrubs
 grass
 pasture
 crop or grain
 Orchards, vineyards or other permanent crops.
 wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
 water plants: water lily, eelgrass, milfoil, other
 other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

Some pasture will be removed for approximately four (4) homesites.

c. List threatened and endangered species known to be on or near the site.

Not aware of any such species on or near the site.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

No such proposed landscaping at this time.

- e. List all noxious weeds and invasive species known to be on or near the site.

Not aware of any noxious weeds or invasive species known to be on or near the site.

5. **Animals** [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Deer have been observed on or near the site.

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened and endangered species known to be on or near the site.

Not aware of any threatened or endangered species on or near the site.

- c. Is the site part of a migration route? If so, explain.

Not aware of this site being a part of a migration route.

- d. Proposed measures to preserve or enhance wildlife, if any:

No proposed measures at this time to preserve or enhance wildlife.

- e. List any invasive animal species known to be on or near the site.

Not aware of any invasive animal species to be on or near the site.

6. **Energy and Natural Resources** [\[help\]](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electric for four (4) new homes.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

This project would not affect the potential use of solar energy by adjacent properties.

- c. What kinds of energy conservation features are included in the plans of this proposal?
List other proposed measures to reduce or control energy impacts, if any:

All insulation would be installed to code to contribute to energy conservation.

7. Environmental Health [\[help\]](#)

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

No expected environmental health hazards will occur as a result of this proposal.

- 1) Describe any known or possible contamination at the site from present or past uses.

Not aware of any known or possible contamination at this site.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

No known existing hazardous chemicals or conditions that would affect this project's development or design.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

No such chemicals will be stored, used or produced during the operating life of this project.

- 4) Describe special emergency services that might be required.

No such emergency services expected to be needed.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

No proposed measures to reduce or control environmental health hazards considered necessary at this time.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Minor traffic and equipment noise may result from this project.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Construction noise will occur during county mandated construction times.

3) Proposed measures to reduce or control noise impacts, if any:

All county mandated construction times will be observed.

8. Land and Shoreline Use [\[help\]](#)

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

The land to the northeast is rural residential, the land to the southeast is a wildlife reserve and the land to the north and west is rural agriculture. This proposal will not affect the current land use on any nearby or adjacent properties.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

The project site has not been used as working farmlands or forest lands.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

This proposal will not be affected by surrounding working farm or forest land.

c. Describe any structures on the site.

Existing 3 bedroom, 2 bathroom mobile home with a 2 car garage.

d. Will any structures be demolished? If so, what?

No structures will be demolished.

e. What is the current zoning classification of the site?

RA-5

f. What is the current comprehensive plan designation of the site?

Rural agriculture 5

- g. If applicable, what is the current shoreline master program designation of the site?

There is no current shoreline master program designation for this site.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

There is no part of this site that has been classified as a critical area according to the maps available on the county's website.

- i. Approximately how many people would reside or work in the completed project?

Approximately 20 people are expected to reside onsite once this project is completed.

- j. Approximately how many people would the completed project displace?

There would be no people displaced by this project.

- k. Proposed measures to avoid or reduce displacement impacts, if any:

No measures are considered necessary to avoid or reduce displacement impacts.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

No measures are considered necessary to ensure the proposal is compatible with existing and projected land uses and plans.

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

No measures are considered necessary to reduce or control impacts to agricultural and forest lands of long-term commercial significance.

9. Housing: [\[help\]](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

Approximately four (4) additional single family homes will be provided from this project. It is unknown at this time what type of housing these homes will be.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

No units will be eliminated as a result of this project.

- c. Proposed measures to reduce or control housing impacts, if any:

No measures are considered necessary to reduce or control housing impacts.

10. Aesthetics [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Tallest height of proposed structures is 30'.

- b. What views in the immediate vicinity would be altered or obstructed?

No views would be altered or obstructed by this project.

- b. Proposed measures to reduce or control aesthetic impacts, if any:

No measures considered necessary to reduce or control aesthetic impacts.

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

No light or glare will be produced by this proposal.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

No light or glare from this project will be a safety hazard or interfere with views.

- c. What existing off-site sources of light or glare may affect your proposal?

There are no such sources of light or glare that will affect this proposal.

- d. Proposed measures to reduce or control light and glare impacts, if any:

No measures considered necessary to reduce or control light and glare impacts.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity?

Hunting and fishing are in the immediate vicinity.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

This project would not displace any existing recreational uses.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

No measures considered necessary to reduce or control impacts on recreation.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

Not aware of any such buildings, structures or sites located on or near the site.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

No evidence of Indian or historic use or occupation. Not aware of any studies conducted onsite.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

We reviewed the WA Department of Archaeology and Historic Preservation's Wisaard map as well as historic maps to determine that there will be no impact to cultural and historic resources on or near the project site.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

No measures considered necessary.

14. Transportation [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

1 new single driveway for access to Hanson Loop Rd.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

No, the site is not currently served by public transit. Nearest transit stop is approximately 4 miles away.

- d. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

10 new parking spaces will be added with the completed project and no parking spaces will be eliminated.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

No new improvements will be needed.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No the project will not use water, rail or air transportation.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

10-20 vehicle trips per day would be generated by the completed project. No commercial or non-passenger vehicles.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

Proposal will not interfere with such products on roads or streets in the area.

- i. Proposed measures to reduce or control transportation impacts, if any:

No measures considered necessary.

15. Public Services [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Yes the project would result in an increased need for public services as there will be 4 new single family homes.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

No measures considered necessary.

16. Utilities [\[help\]](#)

- a. Circle utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other _____

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Electricity provided by Columbia Rural Electric Association and telephone can be provided by several providers.

C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:

Andrew Landram

Name of signee

Andrew Landram

Position and Agency/Organization

owner / TRUSTEE

Date Submitted:

3/26/22

D. Supplemental sheet for nonproject actions [\[HELP\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

No such increases are expected.

Proposed measures to avoid or reduce such increases are:

No measures considered necessary.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The proposal would have an insignificant affect on plants, animals, fish and marine life.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

No measures are considered necessary.

3. How would the proposal be likely to deplete energy or natural resources?

The proposal would have an insignificant affect on energy and natural resources.

Proposed measures to protect or conserve energy and natural resources are:

No measures are considered necessary.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposal would not use or affect such areas listed above.

Proposed measures to protect such resources or to avoid or reduce impacts are:

No measures considered necessary.

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?

This proposal would not affect land or shoreline use.

Proposed measures to avoid or reduce shoreline and land use impacts are:

No measures considered necessary

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposal would cause an insignificant increase in demands on transportation or public services and utilities.

Proposed measures to reduce or respond to such demand(s) are:

Measures not considered necessary.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

No known conflicts with any laws or requirements for the protection of the environment.

Exhibit A

RE: Comprehensive Plan Amendment Application for Andrew Landram (Landram Living Trust) to change the land use designation and zoning for adjacent parcel #'s 31-08-17-51-0092 and 31-08-17-51-0093 located on Hanson Loop Road from Rural Agriculture 5 (RA-5) to Rural Residential 2 (RR-2).

This proposal is for a site-specific map amendment request and will require changes to Walla Walla County Land Use Maps LU-1, LU-2 and BSA-1 to assign Rural Residential 2 to two adjacent lots owned by Landram Living Trust at 3296 Hanson Loop Road (APN 310817510092 and 310817510093) in Burbank.



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, Community Development Director
Date Prepared: August 31, 2022
Agenda Date: September 6, 2022
RE: Proposed Contract for On-call Professional Building Services with SAFEbuilt

Intent

Approval of a new contract between Walla Walla County and SAFEbuilt for on-call building services to be provided as requested by the Community Development Department or the Board of County Commissioners.

Attachments

1. Proposed contract with attached exhibits:
 - A. List of Services
 - B. Fee Schedule for Services
 - C. County-specified or SAFEbuilt Provided Software
2. RFQ response

Background/Summary

In May we issued a Request for Qualifications and Proposal (RFQ) for professional building services; we received two responses to this RFQ. The responding firms were interviewed in July, and we are recommending that the Board approve a contract with SAFEbuilt. Under the proposed contract, SAFEbuilt would assist with a variety of building services including:

1. Plan review of submitted building and fire permit applications to ensure compliance with adopted building code and amendments, local ordinances, and any state county or federal requirements.
2. Assist the County in streamlining internal operations.
3. Assist the County in code and policy development and interpretation, including the development of prescriptive standards.
4. Conduct on-site or virtual inspections as needed due to increased County workload or staff vacancies.
5. Provide County staff training of Department employees as needed on building and fire codes, permit review, etc.
6. Assist the County with development of informational materials for customers.

SAFEbuilt is a national company; we will be served by the Bellevue, WA office.

Policy Impact

SAFEbuilt would be able to supplement the expertise of our building staff, fill in when there are staff vacancies, and provide daily support as needed. This will ensure that we can continue to provide applicants with a timely and predictable review process and meet legal deadlines. In the event that we get larger and complex building projects, SAFEbuilt will be able to step in and assist with plan reviews and inspections.

Cost and Source of Funding

We have recommended that the initial contract would not exceed \$50,000; this could be amended later if needed. The primary service that SAFEbuilt will provide is plan review. We will pay SAFEbuilt 60% of our building plan review fee for individual permit reviews, so the cost of these services will be covered by our revenue. This fee covers the initial plan review and two re-reviews. Under our contract with our prior plan review company, we were paying 80% of the plan review fee. Costs for other services are listed in the contract in Exhibit B.

Submitted by:

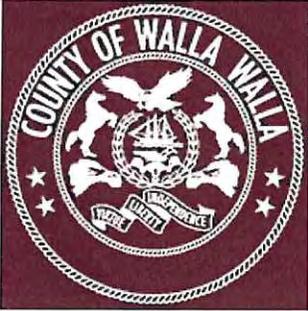
Lauren Prentice
Community Development Director

Disposition:

- Approved
- Approved with modifications
- Needs follow up information
- Denied

BOCC Chairman

Date



Walla Walla County Community Development Department

RFQ and Proposal for On-Call Professional Building Services **ELECTRONIC**

Walla Walla County

May 27, 2022 | 5:00 PM

Shani Canillas

Account Manager
970.294.6801
scanillas@safebuilt.com

David Spencer

Project Manager (PM) /
State Operations Manager
425.213.2612
dspencer@safebuilt.com

Cover Letter

Friday, May 27, 2022

Walla Walla County
Community Development Department
ATTN: Lauren Prentice, Director, Walla Walla County Community
Development
310 W. Poplar Street
Second Floor, Suite 200
Walla Walla, WA 99362
commdev@co.walla-walla.wa.us

**RE: Request for Qualifications (RFQ) and Proposal for On-Call
Professional Building Services**

Dear Ms. Prentice,

SAFEbuilt Washington, LLC (SAFEbuilt) is pleased to present our statement of qualifications in response to the RFQ and Proposal for On-Call Professional Building Services for Walla Walla County (County). SAFEbuilt is qualified to support the County with the review of building and fire permit applications and general code counseling. SAFEbuilt provides efficient and effective solutions using proven methods that deliver high customer satisfaction at a reasonable cost.

We are the leader in supplemental and turn-key municipal services throughout the country. Currently, we provide building code services to 22 municipal and governmental agencies in Washington, including the cities of Arlington, Mill Creek, Bellevue, Issaquah, King County, Kittitas County, Spokane, and more.

It is essential to choose a company with demonstrated abilities capable of delivering On-Call Professional Building Services. Our long-term experience with many Washington communities provides SAFEbuilt with a thorough working knowledge of the requirements and expectations of the County. Our previous work highlights our technical expertise to perform these services quickly, well-qualified, and resourcefully. In our statement of qualifications, you'll find examples of our work. Given the size of our firm, and the availability of staff in Washington State, we ensure that we can meet agreed upon deadline times. Our local team presence will rapidly respond to the County's needs, goals and requirements.



CORPORATE ENTITY

Colorado Corporation, legally certified to conduct business in the State of Washington

OWNERSHIP

SAFEbuilt Washington, LLC is a wholly owned subsidiary of SAFEbuilt, LLC

SIGNING AUTHORITY

Gary Amato
Chief Administrative Officer
970.292.2227
gamato@safebuilt.com

POINTS OF CONTACT

Ms. Shani Canillas
Account Manager
970.294.6801
scanillas@safebuilt.com

David Spencer
PM / State Operations Manager
425.213.2612
dspencer@safebuilt.com

OFFICE LOCATION

16211 114th Avenue SE
Suite 219
Bellevue, WA 98004



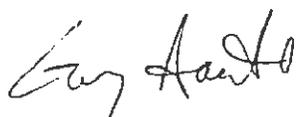
MAKING A DIFFERENCE WHERE YOU NEED US



SAFEbuilt is a local partner with the capacity to customize services to meet your needs. We stand ready to accept any work the County requests, and we are fully capable of performing urgent assignments with short notice and rapid turnaround times. We commit to delivering the services your community needs in a manner that elected officials, County staff, stakeholders and citizens desire and deserve.

Our statement of qualifications details our services, experience, qualifications and proposed staff for delivering outstanding On-Call Professional Building Services to support the County. Thank you for taking your time to review our statement of qualifications, we look forward to working with Walla Walla County. If you have any questions or clarifications, please contact your Account Manager, Ms. Shani Canillas, at 970.294.6801 or by email scanillas@safebuilt.com.

Sincerely,



Gary Amato

Chief Administrative Officer

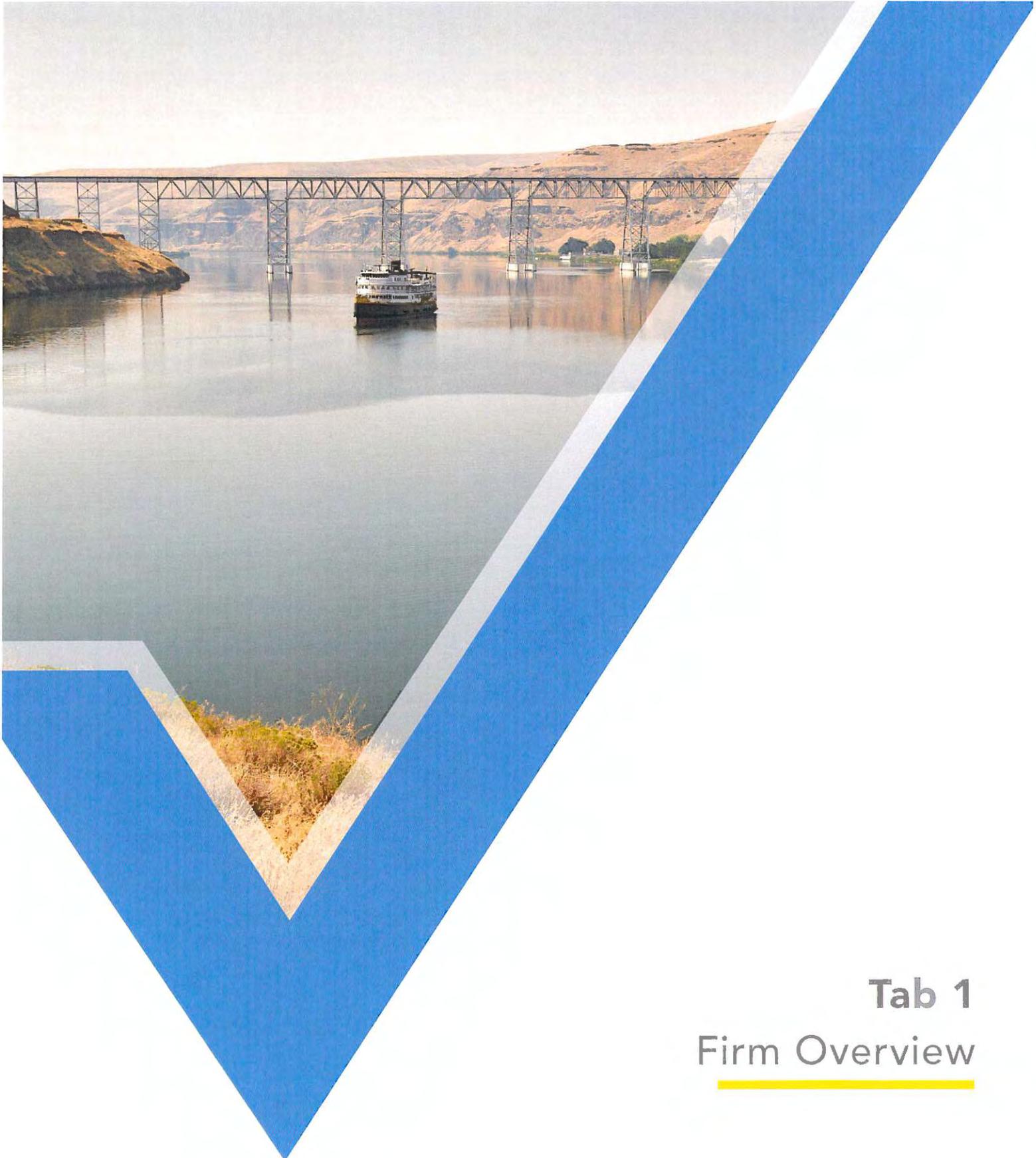




CONTENTS

Cover Letter	2
Tab 1 - Firm Overview	5
Firm Overview	6
Tab 2 - Technical Experience	7
Understanding of Project Requirements	8
Proposed Approach and Methodology	9
What the County Can Expect from their SAFEbuilt Team	10
Approach to Project Management.....	10
Customer Service	13
Tab 3 - Proposed Key Personnel.....	14
Organizational Chart	15
Proposed Key Personnel Overview	16
Proposed Key Personnel Resumes	19
Tab 4 - References.....	33
References	34
Tab 5 - Hourly Rates.....	36
Hourly Rates	37
Tab 6 - Appendix.....	38
Sample Professional Services Agreement	39





Tab 1
Firm Overview

Tab 1 - Firm Overview

In 1992, SAFEbuilt began providing exceptional Community Development services to local governments. Today, we are a national leader performing value-added professional, technical, and consulting services in 31 states and the District of Columbia for the efficient delivery of third-party solutions.

While we started by simply providing construction inspections and plan reviews for several communities in Northern Colorado, our areas of service have expanded over the past 30 years to include:



Full Service and Supplemental Building Department Operations



Residential, Commercial, and Industrial Plan Review



Building, Mechanical, Electrical, and Plumbing Inspection



Fire Plan and Life Safety Review and Inspection



Code Enforcement



Permit Technician



Certified Building Official



Community Development Automation Software



Expedited Plan Review, Inspections, and Engineering for Special Projects



Housing Authority Inspections



Planning and Zoning Services

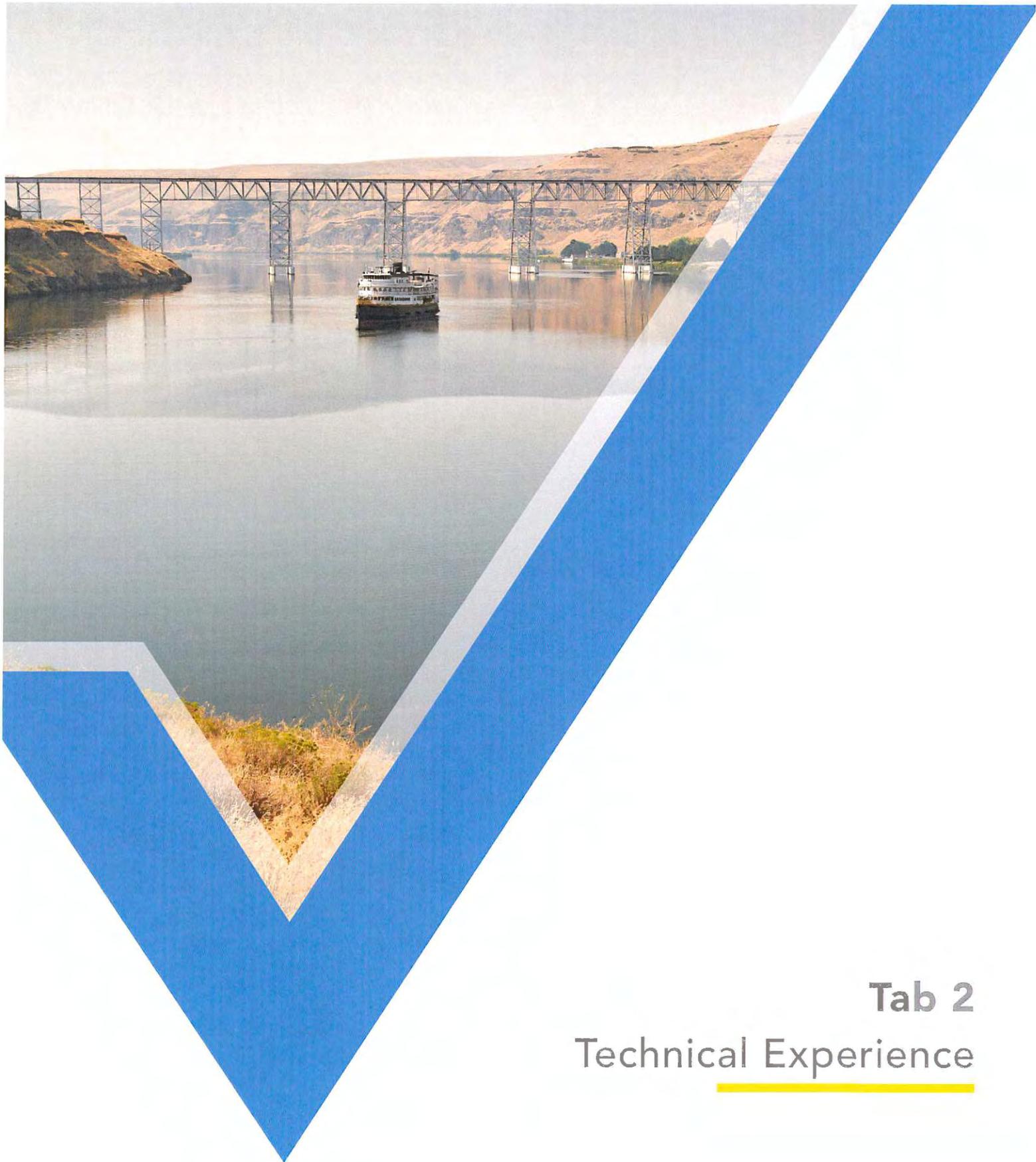


Disaster Recovery

- ✓ Full Service and Supplemental Building Department Operations
- ✓ Residential, Commercial, and Industrial Plan Review
- ✓ Building, Mechanical, Electrical, and Plumbing Inspection
- ✓ Fire Plan and Life Safety Review and Inspection
- ✓ Code Enforcement
- ✓ Permit Technician
- ✓ Certified Building Official
- ✓ Community Development Automation Software
- ✓ Expedited Plan Review, Inspections, and Engineering for Special Projects
- ✓ Housing Authority Inspections
- ✓ Planning and Zoning Services
- ✓ Disaster Recovery

Over the decades, our capacity has grown to 1,600+ full-time employees, providing flexibility and economy of scale to 1,000+ communities like yours.





Tab 2
Technical Experience

Technical Experience

SAFEbuilt is a multi-disciplinary community development services provider performing thousands of plan reviews, inspections, and a wide array of building department, planning, engineering, and other professional services. Our objective is to provide the County with a reliable team of professionals who possess the right credentials and experience to perform the requested services successfully. Our team is well-versed in the area and has supported many contracts throughout Washington with similar size and scope of services to Walla Walla County.

Understanding of Project Requirements

The County Needs:

- ✓ Plan review of submitted building and fire permit applications to ensure compliance with adopted building code and amendments, local ordinances, and any state county or federal requirements. Must submit formal, written reports for plan reviews and re-reviews, and clearly document, with comments, the recommendation for approval or rejection.
- ✓ Assist the County in streamlining internal operations.
- ✓ Assist the County in code and policy development and interpretation, including the development of prescriptive standards.
- ✓ Ability to conduct on-site inspections of construction projects preferred.
- ✓ Staff training of Department employees as needed on building codes, permit review, etc.
- ✓ Communicate directly with applicants on assigned plan reviews and keep the County informed.
- ✓ Assist the County with development of informational materials for customers.
- ✓ All submittals and reports shall be provided electronically; ability to use Bluebeam Revu and County Central Square Community Development software preferred.

SAFEbuilt Offers:

- ✓ A team of professionals with high-level experience and skills to successfully provide a team of On-Call Professional Building Services with a customer service focus and thorough knowledge of building department policies and procedures promoting cooperation and partnership with other jurisdiction departments and outside agencies.
- ✓ Licensed Plan Review Engineers and ICC Certified Plans Examiners for thorough and timely building and fire permit applications/plan reviews
- ✓ Additional staffing as-needed when workload increases to maintain exceptional services
- ✓ A high-level of customer service for internal and external customers
- ✓ Additional services as-needed/-requested to support the County's changing workload
- ✓ A cost-effective solution that remains within budget constraints

With our expert personnel and decades of experience, we have the qualifications and means to meet the County's objectives to provide plan review to support the County. We have a history of customer confidence and a reputation for delivering services on-time and within budget. We recognize the importance of staying on schedule and keeping up with the volume of permits the County receives.



Our on-call professional building services use best practices to meet each municipality's service requirements, managing projects effectively and efficiently. Some previous plan review projects include high-rise buildings, casinos, regional shopping centers, hotels, resorts, hospitals, sports arenas, detention facilities, police stations, fire stations, city halls, libraries, schools, industrial facilities, hazardous occupancies, trash recycling, essential facilities, unreinforced masonry seismic upgrades, residential projects, tenant improvements, and remodels.

Proposed Approach and Methodology

SAFEbuilt believes that maintaining frequent and consistent check-ins between the Account Management and Operations Teams, and our clients is a key to the early identification of performance risks and contributes to contract success. Your Account Management Team will reach out to the County to discuss the best method and frequency for these check-in meetings. These meetings will provide both parties the opportunity to manage the resources tactfully and develop the best Contractor-Client relationship. Further, we can also estimate and evaluate possible outcomes during this process and make the necessary changes.

SAFEbuilt will manage the services of this contract from our Washington Regional Office in Bellevue, and your primary point of contact from the Account Management for this proposal are Ms. Shani Canillas, Account Manager, and Mr. David Spencer, State Operations Manager.



Regional Office
16211 114th Avenue SE
Suite 219
Bellevue, WA 98004



Account Manager
Ms. Shani Canillas
970.294.6801
scanillas@safebuilt.com



PM / State Operations Manager
Mr. David Spencer
425.213.2612
dspencer@safebuilt.com

In the role of **Account Manager, Ms. Shani Canillas** will provide contract oversight and act as an intermediary between SAFEbuilt and the County to meet the needs for information, support, and assistance. In turn, Ms. Canillas helps SAFEbuilt to better understand the County's needs, expectations, and challenges.

As the Account Manager, Ms. Canillas aims to ensure the County receives the support they need. Her role focuses on bringing the right people to the table should your community desire things such as additional service options, improved tech-enabled capabilities, local or headquartered back-office support, and overall contract success and longevity. Ms. Canillas has been with SAFEbuilt for seven years and formerly managed from the procurement/proposal development aspect, affording her the understanding of necessary industry-specific expectations.

Mr. David Spencer will support the County in the role of the **Project Manager (PM) / State Operations Manager**. Mr. Spencer has 35 years of industry experience. He has served in various Building Department Support roles in Washington, including Building Official for Chelan County and the cities of North Bend and Westport. In addition to seven (7) ICC certifications, he is a WABO ACO-accredited Code Official. He joined SAFEbuilt in 2017 and is currently our Regional Operations Manager.



As the PM / State Operations Manager, Mr. Spencer is responsible for maintaining the appropriate staffing levels to ensure services are delivered on-time, on-budget, and in compliance with SAFEbuilt and County's standards. He will prepare regular status, activity, and budget reports for the County.

What the County Can Expect from their SAFEbuilt Team

Our staff's quality and training, combined with our proven business practices and a core commitment to customer satisfaction, ensure each client receives the highest levels of contract performance, professionalism, and responsiveness in the industry.

All SAFEbuilt Team Members will:

- ✓ Wear/display proper identification.
- ✓ Possess/maintain the licenses/certifications required to perform compliant plan reviews.
- ✓ Be knowledgeable of design principles, local zoning, and topographical site plans.
- ✓ Remain proficient and knowledgeable of federal, state, and local laws, rules, regulations, directives, codes, and ordinances applicable to their work.
- ✓ Offer exemplary customer service while performing their duties and interacting with County staff, elected and appointed officials, construction firms, and the public.
- ✓ Attend meetings as required by the County.
- ✓ Always exhibit professional and courteous conduct and an appropriate appearance during interactions.
- ✓ Meet all job safety requirements and OSHA safety standards.
- ✓ Perform all duties as required by the scope of services.

Approach to Project Management

Our project management approach begins with applying our Plan, Execute, Control, Optimize (PECO) philosophy. The PECO framework, illustrated in Figure 1, is based on our team's experience and industry best practices endorsed by the Project Management Institute. We identify, prioritize, allocate, manage, and control the work requirements through this singular, integrated method.

Using the PECO framework, the SAFEbuilt team delivers a project management approach that combines the right people, processes, and tools to perform the Scope of Services requirements. Our support for Walla Walla County requires a methodology to operate and maintain all areas of service efficiently. The SAFEbuilt team's process is structured to streamline our resources and provide responsive services. Successful execution of building support services starts with a responsive team structure that can anticipate and address resource needs.

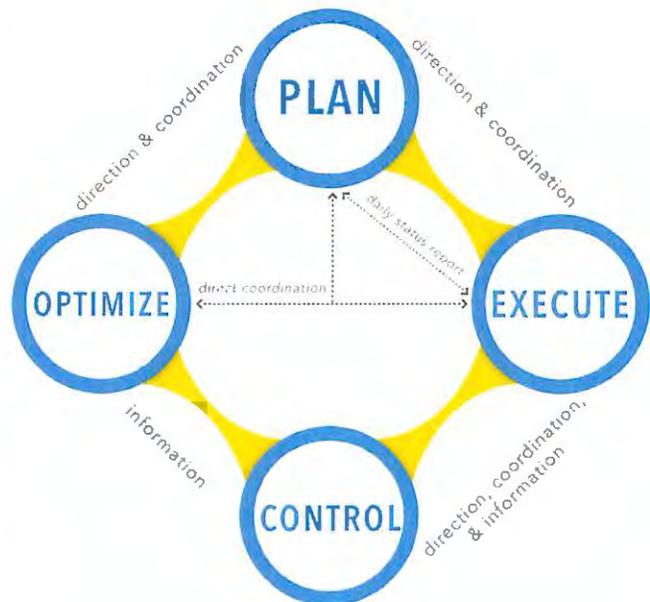


Figure 1. The PECO framework delivers a contract management approach that combines the right people, processes, and tools to perform contract work.



Our team works on multiple tasks simultaneously, and our organizational structure supports the staff to oversee this process effectively. Our Project Manager, Mr. David Spencer, will ensure overall project performance and completion.

Monthly Contract Status Reports by Work Order

SAFEbuilt's Project Manager produces a schedule and budget, then generates a report measuring our progress against that schedule. Further, Project Manager will provide information that measures the percentage of the expended budget and where the budget spending occurs. We will provide these reports to the County monthly. Comparing the work accomplished with scheduled activities and an outlined budget ensures our team is on track and moving forward with the workload provided to our team.

All Contract-Related Correspondence

SAFEbuilt agrees to participate in all required coordination meetings. When requested by the County, our team will coordinate meetings if County staff feel it will result in better communication and streamlined workflow. These meetings may include all stakeholders involved in projects to discuss and develop plans.

Approach to Quality Control (QC) and Quality Assurance (QA)

SAFEbuilt prides itself in meeting clients' needs while maintaining a high level of quality control. Our approach is proactive—we prevent quality issues to the greatest extent possible and prepare for other situations in advance by mitigating risk.

To ensure quality, SAFEbuilt has implemented a Quality Control (QC) program where our Project Manager performs random quality evaluations of our staff throughout the year. SAFEbuilt's QC activities include:

- ✓ Standardized processes for intake, completion of returned work, email correspondence, review comment letters, and other items to ensure consistency and client satisfaction (e.g., logging review data into each municipality's system).
- ✓ Our Project Manager conducts periodic reviews to ensure completeness, accuracy, and consistency of work performed.
- ✓ Periodic peer review of others' plan reviews.
- ✓ Staff feedback as necessary for any discrepancies or improvements needed.
- ✓ Staff is paid to attend both internal and external training to grow professionally and improve skill sets
- ✓ Account Manager conducts periodic check-ins with clients for feedback on satisfaction with work performed and services provided.
- ✓ Sending periodic customer satisfaction surveys for feedback on work performed and services provided.
- ✓ SAFEbuilt uses both check-ins and surveys to find possible opportunities to improve client satisfaction, work performed, and services provided, as necessary.

Given SAFEbuilt's comprehensive approach to management and plan review, the probability of risk is low. As part of our QC & QA process, we ensure that SAFEbuilt standards are met. We involve the County in the entire process to maintain transparency.



In addition to the routing and tracking systems used for plan review, staff regularly receive training to stay up-to-date on current codes, ordinances, amendments, and regulations. We also mitigate risks through our ability to direct additional resources from our corporate operations or regional operations for immediate staffing needs.

To further mitigate risk, we follow an iterative process comprised of planning implementation and progress monitoring. The steps are shown in Figure 2.

Our plan for program success is to eliminate or reduce the risks identified by the process described above. Adjustments in technical steps and schedule may achieve this. If necessary, the next step is minimizing the likelihood and impact of risk. It is unlikely for risk to reach this level. Yet, we are prepared to implement additional mitigation strategies, such as switching out staff, reviewing best practices, adjusting schedules, and increasing the frequency of peer review.



Figure 2. SAFEbuilt's plan review process is used throughout the contract for early identification and mitigation of program risks.

Approach to Communication and Coordination

One of the keys to the efficient and successful flow of information is clear, effective communication. Everyone involved with a contract of this size and scope must be aware of changes, progress, and challenges. We commit to working with you to determine the best ways to communicate the right information to the right people at the right time.

Our priority is to ensure the best possible experience working with our team—with minimum impact on the County and its citizens. Meetings are an integral part of the plan, especially at contract start-up, and involve all applicable staff from the County and SAFEbuilt. Everyone involved must be aware of progress and changes they can expect going forward. We will prepare communications that can be shared with all County staff, detailing what to expect during contract transition and moving forward.

We work with you to develop a schedule and format to meet your needs for aggregate reporting. Report formats may include monthly, quarterly, and annual reports summarizing activity levels, adherence to performance metrics, and other items of special interest to the County. We ensure our work effort is clearly communicated to the County throughout the contract's life, adjusting as necessary.

The following is a summary of our communication plan (Figure 3).

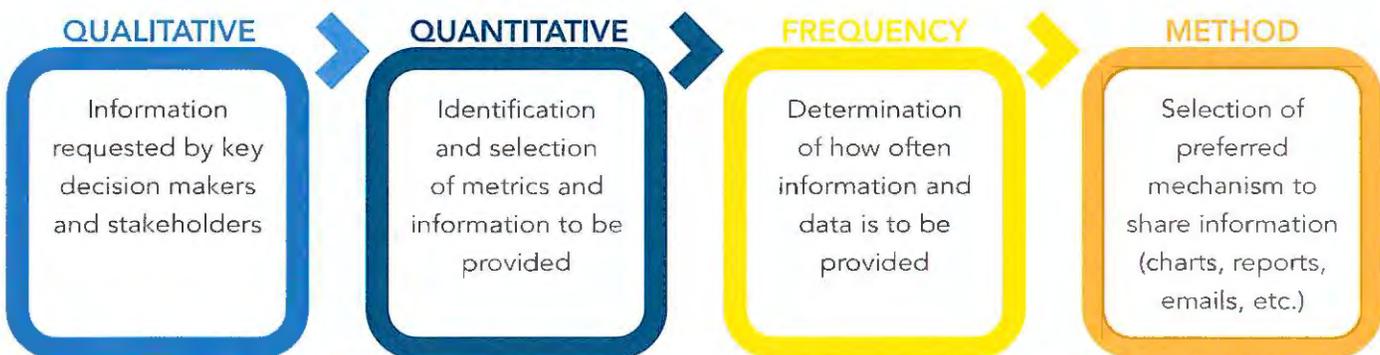


Figure 3. SAFEbuilt's Communication Plan. Frequent and clear communication is critical for program success.





Working Relationship Between SAFEbuilt and County Staff

When transitioning new team members into existing building departments, we have discovered that clients can sometimes be concerned with the impact on their team and the community they serve. Current employees, additional departments, permit holders, applicants, and other jurisdictions can all be affected by new service providers. We work hard to build trust with County staff and establish strong working relationships from the start.

As noted above, we believe that clear, consistent communication is key to a successful working relationship between SAFEbuilt and County staff. Our Project Manager, Mr. David Spencer, can discuss projects, schedules, and concerns. The Project Manager provides the regular interface to keep County staff aware of progress and any suggested changes moving forward. Similarly, the meetings give the County a chance to provide feedback and determine other efforts to make certain the right information is getting to the right people.

Partnership and cooperation are also key. By partnering with County staff, we can better understand and meet your unique needs. Once the partnership is established, we aim to serve as a seamless extension of County staff.

We treat everyone with respect, whether County staff, applicants, or community members. It is one of SAFEbuilt's core values. In fact, SAFEbuilt's core values embody our approach to our working relationship with County staff as well as our philosophy in providing the requested services.

Customer Service

Customer service is our top priority—we take the right steps to assure your community is always satisfied with our performance. We treat all our internal and external clients with the same level of respect, creating and maintaining impartiality and mutually beneficial relations among departments, stakeholders, and citizens alike.

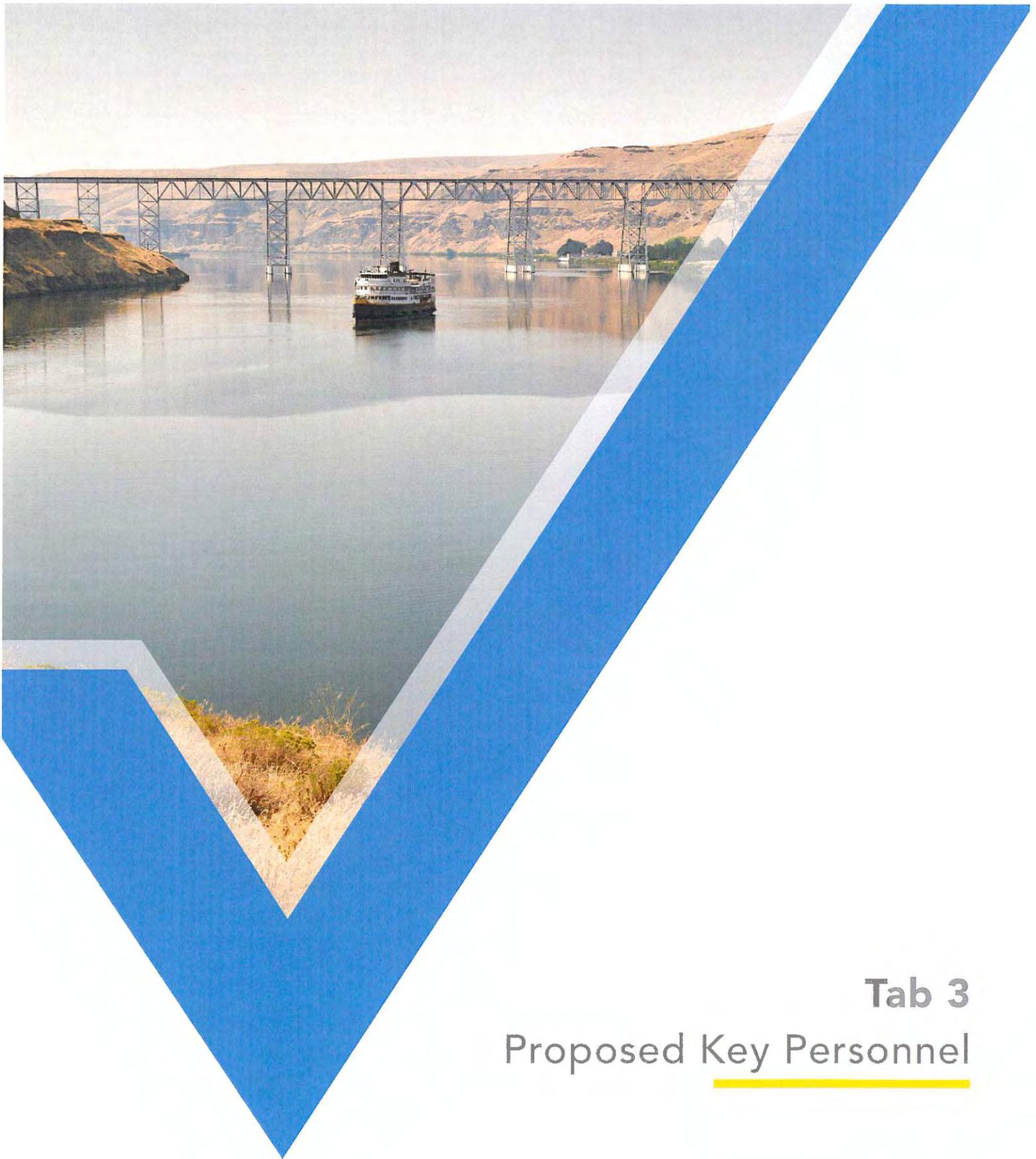
We send out periodic customer satisfaction surveys to receive feedback on our work performance and the services provided. These surveys allow us to gauge the satisfaction of our clients using a Net Promoter Score (NPS) metric. NPS measures the willingness of customers/clients to recommend a company to others, and it has proven to be one of the best tools for predicting long-term customer satisfaction. NPS ranges from -100 to +100.

A positive score or NPS above 0 is considered "good," while +50 is considered "excellent."

SAFEbuilt's current overall NPS score is 67.

As previously discussed, the County's Account Manager, Ms. Shani Canillas, will schedule regular check-ins and quarterly meetings with the County to ensure customer satisfaction. During these meetings, Ms. Canillas will review the Service Level Agreements (SLA) to ensure they continue to meet the County's expectations and discuss areas where SAFEbuilt may be able to optimize service delivery.





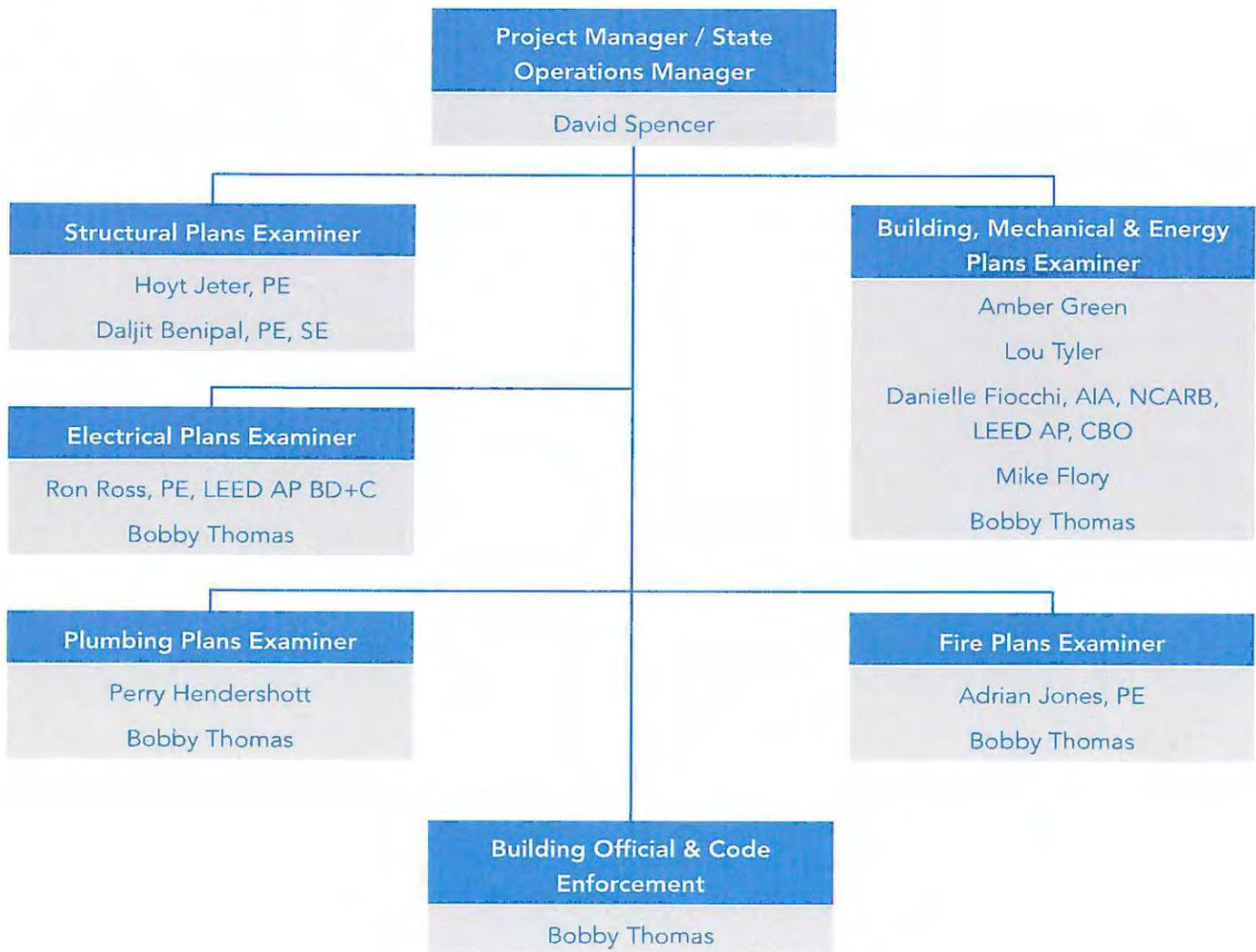
Tab 3
Proposed Key Personnel

Proposed Key Personnel

As with any company that provide third-party service personnel to their clients, SAFEbuilt thoroughly screens prospective personnel for the right experience and qualifications to perform their assigned duties. With 30 years of industry experience, we are very familiar with each position’s requirements within the different building services disciplines. We look for candidates with a well-rounded background in the building services and construction industries and exhibit a passion for the work and drive to get the job done correctly and on schedule. Many of our cross trained team members are qualified to support more than one area of plan reviews. We actively pursue self-motivated candidates who are personable and who can easily integrate into any team setting.

Below you’ll find an organizational chart for our proposed team.

Organizational Chart



David Spencer | Project Manager / Building, Mechanical, & Energy Plans Examiner



Mr. David Spencer will be the Project Manager and provide Building Official services as requested to the County. He has more than 35 years of experience providing professional building services. Mr. Spencer has provided services to the cities of Chelan, Westport, North Bend, and Bellevu; and counties of Chelan and Grant. He is ICC certified.

Amber Green | Building, Mechanical, & Energy Plans Examiner



Ms. Amber Green will provide Building, Mechanical, and Energy Plan Reviews. Ms. Green has more than 17 years of experience providing building department services to communities throughout Washington State. Before joining the SAFEbuilt team in 2017, her most recent experience was serving as a Plans Examiner for Kittitas County.

Hoyt Jeter, PE | Structural Plans Examiner



Mr. Hoyt Jeter, PE, will support the County in the role of Structural Plans Examiner. Mr. Jeter is a State of Washington-licensed PE (#38551) with more than 32 years of structural design and code plan review experience. He has 20 years' experience as an ICC-Approved Instructor. Mr. Jeter is also a technical advisor for the adoption of the Washington State Building Code.

Mr. Jeter joined the SAFEbuilt family in 2018. Prior and concurrently to joining SAFEbuilt, Mr. Jeter is the President/Owner of Clarity Consulting Engineers.

Daljit Benipal, PE, SE | Structural Plans Examiner



Mr. Daljit Benipal has 36 years of experience as a Structural Engineer and Plans Examiner and has been with SAFEbuilt for the past four years. He maintains PE licenses in Michigan (#6201043508), Pennsylvania (#PE088333), Colorado (#PE.0054772), and Maryland (#53177). He is also a Certified Structural Engineer by the Structural Engineering Certification Board. His professional engineering license for the State of Washington is currently in process. Mr. Benipal has a Bachelor of Science in Engineering from Panjab University and a Master of Science in Structural Engineering from City University London. Prior to joining SAFEbuilt in 2018, he was a Head Engineer for the City of Detroit's Buildings, Safety Engineering, and Environmental Department for eight years.



Ron Ross, PE, LEED AP B+C | Electrical Plans Examiner

Mr. Ron Ross will support the County as the Electrical Plans Examiner. He has 16+ years of experience in engineering and building department services and has been with SAFEbuilt for the past year and a half. Mr. Ross earned a Bachelor's degree in Applied Mathematics and Natural Sciences from Thomas Edison State University. He is currently enrolled in a Master of Science in Electrical Engineering program with South Dakota School of Mines and Technology. Mr. Ross holds PE licenses in DE (#13827), MD (#32052), TX (#119139), Virginia (#0402045331), and Washington, D.C. (#PE907904). Mr. Ross is a Certified LEED AP BD+C and Certified ASQ Reliability Engineer.



Perry Hendershott | Plumbing Plans Examiner

Mr. Perry Hendershott will lend his expertise to the County in the role of Plumbing Plans Examiner. Mr. Hendershott has been with SAFEbuilt for less than a year, but has 26 years of experience in plan review and plumbing roles. Prior to joining SAFEbuilt in 2021, he was a Plan Reviewer for Pinellas County, FL's Plumbing and Gas Inspection Division.



Tawna "Lou" Tyler | Building, Mechanical, & Energy Plans Examiner

Tawna "Lou" Tyler will provide Building, Mechanical, and Energy Plan Reviews. Ms. Tyler has more than 27 years of experience in building department services and joined SAFEbuilt in 2017. She currently provides plans examination and inspection services through SAFEbuilt for Arlington, Washington, and Meridian, Idaho. She has supported other Washington communities, including counties of Kittitas, Grant, Siskiyou, and Kootenai. Ms. Tyler has ten ICC certifications and is also a certified Green LEED Associate through the U.S. Green Building Council (USGBC).

"I actually had our first inspection for setbacks combined with footings. I had Lou [Tyler] with SAFEbuilt, and it went great. Very friendly and professional."

– Terry, VP of Operations, Holmes Electric



Danielle Fiocchi, AIA, NCARB, LEED AP, CBO | Building, Mechanical, & Energy Plans Examiner

Ms. Danielle Fiocchi, AIA, NCARB, LEED AP, CBO will provide Building, Mechanical, and Energy Plan Reviews for the County. Ms. Fiocchi has nineteen years of industry experience and five years of experience in Plan Review. She is a State of Oregon-licensed architect and has earned several state-issued inspection and plan review licenses. Ms. Fiocchi has six ICC certifications.

Prior to joining SAFEbuilt in 2021, Ms. Fiocchi served as the Building Official, Plans Examiner, and Inspector for the City of Hood River, OR.





Mike Flory | Building, Mechanical, & Energy Plans Examiner

Mr. Mike Flory will also provide Building, Mechanical, and Energy Plan Reviews for the County. Prior to joining SAFEbuilt earlier this year, Mr. Flory was the Building Official for Kittitas County, WA. He has 31 years of industry experience and 17 years in building department services roles.

Mr. Flory has earned six ICC certifications.

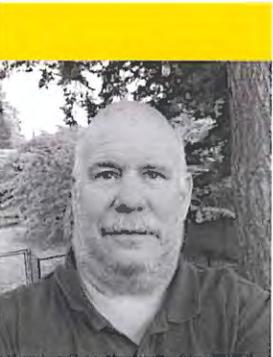


Adrian Jones | Fire Plans Examiner

Mr. Adrian Jones will support the County in the role of Fire Plans Examiner. Mr. Jones has 48 years of industry experience and joined SAFEbuilt in 2017. He earned a Bachelor's in Building Construction and Associates degrees in Civil Engineering Technology, Fire Command and Administration, and most recently, Criminal Justice.

Prior to joining SAFEbuilt, Mr. Jones was a Fire Protection Engineer/Plan Reviewer with the Bellevue Fire Department and Fire Protection Engineer for the Seattle Fire Department.

Mr. Jones's professional licenses include Washington State Professional Engineering Licenses (#14618) in Fire Protection Engineering and Civil Engineering.



Bobby Thomas | Building Official, Building Inspector, Code Enforcement

Mr. Thomas is experienced in performing plan reviews and inspections of residential, commercial and industrial projects. He also executes fire plan reviews and inspections of fire life safety and suppression projects. Mr. Thomas has worked with design professionals, fellow inspectors, contractors and homeowners on interpreting and enforcing the codes.



DAVID SPENCER

**Project Manager /
State Operations
Manager**

CERTIFICATIONS

ICC Certifications
#5292602

Building Code Official (CBCO)

Building Code Specialist

Building Official (CBO)

Building Plans Examiner IBC

Commercial Building Inspector

IRC Residential Building Inspector

IRC & IBC Building Inspector

**Washington Association of
Building Officials**

Accredited Code Official

MEMBERSHIPS

ICC # 5289542

Washington Association of
Building Officials (WABO)

American Wood Council (AWC)

Member of Rainier

Chapter of ICC

Member of Western WA

Chapter of ICC

Past member of International

Association of Building

Official's (IABO)

Past member of North West

WA Chapter of ICC

Past member of North Central

WA Chapter of ICC

Past member of NFPA #2769087

Past member of WA State

Association of Permit

Technicians (WSAPT)

EXPERIENCE

- **Regional Operations Manager** SAFEbuilt, LLC; Bellevue, WA | 2017 – Present

Direct daily operations through a team consisting of a Building Official, Plans Examiners, and consultants. Ensure increasing levels of client, customer, and employee satisfaction while improving efficiency of manpower, service, and technology. Responsible for activities in several areas to include but not limited to: Staffing, Customer Relations, Resource Management, Legal/Regulatory Compliance, Reporting, Financial Management, and Industry Representation. Daily plan, direct, or coordinate the operations of the company in these key areas for WA State.

- **Building Official** Chelan County, WA | 2019 – 2020

Managed all aspects of operations related to Building Department functions to include but not limited to: Management of inspector/plans examiner, and permit tech staff within Building dept. functions, budgeting, plan reviews, inspections, implementation and adoption of building codes, fire codes, county ordinances, issuance of building, plumbing, mechanical, fuel gas and miscellaneous permits. Floodplain administration, zoning regulations, certificates of occupancy, handout design and code enforcement of county, state, and related codes. Participation in pre-application meetings to consult with Architects, Engineers, contractors, and owners related to their projects.

- **Building Official** City of North Bend, WA | 2014 – 2017

Manage all aspects of operations related to Building Department functions to include but not limited to: Management of inspector/plans examiner, code enforcement, and permitting staff within Building dept. functions, budgeting, plan reviews, inspections, implementation and adoption of building codes, fire codes, City ordinances, issuance of building, plumbing, mechanical, fuel gas and miscellaneous permits. Floodplain administration, zoning regulations, certificates of occupancy, handout design and code enforcement of municipal and related codes. Participation in pre-application meetings to consult with Architects, Engineers, contractors and owners related to their projects.

- **Building Official/Public Works Assistant** City of Westport, WA | 2010 – 2014

- **Building Inspector** Grant County Building & Fire Marshal Office; Ephrata, WA | 2007 – 2009

- **Building Inspector** Planning & Building Department, City of Chelan, WA | 2006 – 2007

- **Contractor/Construction Worker** Ephrata, WA | 1994 – 2004 & 1987 – 1992

SAFEbuilt®

AMBER GREEN

Building, Mechanical,
& Energy, Plans
Examiner

ICC CERTIFICATIONS

#5305928

Building Plans Examiner

Fire Plans Examiner

Residential Building Inspector

Residential Plans Examiner

EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC; Bellevue, WA | 2017 – Present
 - Perform residential and commercial plan reviews.
 - Maintain accurate database of permit status, fees and specific contract requirements.
 - Provide professional correspondence to clients and applicants regarding permits.
 - Perform residential and commercial building inspections.
 - Maintain accurate inspection reporting as requested by client.
- **Plans Examiner** Kittitas County, WA | 2014 – 2017
 - Provide accurate and thorough review of residential, commercial and fire building plans.
 - Communicate with customers regarding plan corrections and minimum code requirements.
 - Residential and commercial building inspections.
 - Helped to implement new permitting software.
 - Provide code interpretations and clarification for customers.
 - High volume of plan review while maintaining strict schedule.
 - Damage assessments of structures affected by flood and fire.
- **Building Inspector** Kittitas County, WA | 2011 – 2014
 - Perform residential and commercial building inspection.
 - Maintain inspection reports and computer history input.
 - Educate patrons on building codes and county policies.
 - Complete residential plan review.
 - Damage assessments of structures affected by flood and fire.
 - Attendance of Central Washington Home Builders Association meetings to convey updates and answer questions regarding county business.
- **Engineer Technician / Building Inspector** Kittitas County, WA | 2009 – 2011
 - Maintain county road log, traffic count data and pavement management inventory.
 - Perform residential and commercial building inspections.
 - Maintain inspection reports and computer history input.
 - Educate patrons on building codes and county policies.
- **Building Inspector** Kittitas County, WA | 2006 – 2009
 - Perform residential and commercial building inspections.
 - Maintain inspection reports and computer history input.
 - Educate patrons on building codes and county policies.
 - Complete residential plan review.
 - WA State Emergency Management Earthquake and Flood Hazard Training.
- **Permit Technician** Kittitas County, WA | 2005 – 2006
 - Intake building plans, review for code compliance, and maintain customer correspondence.
 - Schedule/prioritize and provide inspections of new and existing buildings for code compliance.
 - Educate patrons on inspection timeline/requirements.

SAFEbuilt®

HOYT JETER, PE

**Structural Plans
Examiner**

EDUCATION

University of Washington Seattle
B.S. Civil Engineering

LICENSES & CERTIFICATIONS

International Code Council (ICC)
Building Plans Examiner
Commercial Building Inspector
ICC-Approved Instructor

State of Washington
Professional Engineer License
#38551

PROFESSIONAL MEMBERSHIPS & AFFILIATIONS

**National Council of Examiners
for Engineering and Surveying
(NCEES)**

Long-term member & assisted
with the development of the
Professional Engineering Exam

International Code Council (ICC)
Member

**Washington Association of
Building Officials (WABO)**
Member

Mr. Jeter is a State of Washington-licensed Professional Engineer with more than 32 years of structural design and code plan review experience. He has 20 years' experience as an ICC-Approved Instructor. Mr. Jeter is also a technical advisor for the adoption of the Washington State Building Code.

EXPERIENCE

- **Structural Plans Examiner** SAFEbuilt Washington, LLC | 2018 – Present
- **President/Owner** Clarity Consulting Engineers | 2015 – Present
- **Northwest Regional Manager/Sr. Structural Plan Reviewer** West Coast Code Consultants (WC3) dba Eagle Eye Consulting Engineers | 2012 – 2015
- **President/Owner/Engineer & Plan Reviewer/Building Code Instructor** Eagle Eye Consulting Engineers | 2003 – 2012
- **Northwest Regional Manager/Structural Plan Reviewer** BIY Northwest, Inc. | 1999 – 2003
- **Structural Design Engineer** Engineers Northwest and Symonds Consulting Engineers | 1990 – 1999



DALJIT BENIPAL, PE, SE

**Structural Plans
Examiner**

EDUCATION

**City University London;
United Kingdom**
Master of Science

Panjab University; Panjab, India
Bachelor of Science
in Civil Engineering

LICENSES & CERTIFICATIONS

Professional Engineer (PE)

Licenses

Michigan #6201043508

Pennsylvania #PE088333

Colorado #PE.0054772

Maryland #53177

*PE License for Washington State
in Progress*

ICC Certifications

Building Plans Examiner

**Structural Engineering
Certification Board (SECB)**

Certified Structural Engineer

**State of Michigan Building
ACT 54 OFFICIAL**

#4506 with Disciplines:

Building Official

Plan Reviewer - Building

Plan Reviewer - Electrical

Plan Reviewer - Mechanical

Plan Reviewer - Plumbing

EXPERIENCE

- **Plans Examiner/Structural Engineer** SAFEbuilt, LLC | 2018 – Present
 - Perform Plan Reviews for City of Novi, MI and Structural Reviews for City of Denver, CO by checking compliance with Michigan Codes and Ordinances.
- **Head Engineer** City of Detroit, Buildings, Safety Engineering & Environmental Department | 2000 – 2018
 - Examined the drawings, specifications, calculations, soil reports and other documents to verify compliance with the requirements of the State Codes.
 - Evaluated and interpreted the reports of Engineering laboratories and testing agencies retained by owners for code compliance.
 - Provided technical advice to Architects, Engineers, developers and contractors on Building Code and Structural Engineering matters.
 - Advised and helped the citizens in their Building Code questions and Permit Application process.
 - Researched and interpreted the provisions of the Building Codes.
 - Investigated and resolved unusual design and construction problems through administrative mechanisms if needed.
 - Provided Technical advice to the Administrative Committee and the Board of Appeals and Rules.
 - Researched and provided reports on request for Administrative Hearings and Appeals to the Board of Appeals.
 - Taught ACT 54 Plan Review classes to BSEED inspectors and engineers for their State Licenses.
- **Structural Engineer** Desai Nasr Consulting Engineers, Inc. | 1992 – 1996
 - Analyzed and designed structural steel, reinforced concrete, timber, and masonry structures for Educational, Institutional, Healthcare, Commercial and Office Facilities.
 - Prepared contract documents for foundations, floors and roof framings. Checked corresponding shop drawings.
 - Prepared the corresponding specifications and structural calculations for approval by local authorities.
- **Structural Engineer** Waterman Partnership Consulting Engineers; London, UK | 1986 – 1989
 - Analyzed and designed structural steel, reinforced concrete, timber, and masonry structures for educational and office facilities.
 - Prepared contract documents for foundations, floors, and roof framing.
 - Performed lateral load analysis and design. Checked corresponding shop drawings.

RON ROSS, PE, LEED AP B+C, ICC E3

**Electrical Plans
Examiner**

EDUCATION

**South Dakota School of Mines
and Technology**
Masters of Science in Electrical
Engineering

Thomas Edison State University
Bachelor of Applied Mathematics
and Natural Science

LICENSES & CERTIFICATIONS

PE Electrical Licenses
Delaware #13827
Maryland #32052
Texas #119139
Virginia #0402045331
Washington, D.C. #PE907904

ICC Certifications
Electrical Plans Examiner

**American Society for Quality
(ASQ)**
Certified ASQ Reliability Engineer

**U.S. Green Building Council
(USGBC)**
Certified LEED AP BD+C

Mr. Ross is an accomplished Electrical Engineer with electrical designs, plans review, project management, and design-build experiences. He possesses a strong MEP background in commercial, industrial, chemical, federal, education, transportation, and healthcare projects. He is able to analyze and provide adaptable solutions to meet current and future requirements. Experience in training junior engineers.

EXPERIENCE

- **On-Call Plans Examiner** SAFEbuilt, LLC | 2020 – Present
- **Electrical Engineer/Consultant** Ross Engineering | 2018 – 2020
 - Review electrical designs for ICC, IBC, and NEC Code compliance
 - Design MEP electrical for industrial, commercial, educational, and healthcare
 - Design electrical systems for chemical and industrial environments
 - Electrical Cost Estimation
 - Renovation design of 114K sq ft. building
 - Renovation expansion of building with generator mod for a major server room expansion
 - Federal tenant fitout that included high end security
 - Consulted National Harbor MGM on Fire Pump resolution
 - Consulted World Bank on two offices overseas
 - Consulted/reviewed designs for USACOE for Airfield compliance
- **Project Manager** AZZ | 2017 – 2018
 - Responsible for all phases of each project from concept design to scheduling, budgeting, design, team supervision, client interface, execution and project close/sign-off
 - Monitored progress of projects and ensure projects are on schedule
 - Instructed Electrical designers and Electricians on performing specific project tasks
 - Monitored financial status of projects and ensure projects are stayed within budget
 - Made design decisions within corporate established guidelines and procedures
- **Senior Electrical Engineer** Prime AE | 2015 – 2017
 - Developed and administered RFP for design-build projects and design, bid, and build
 - Prepared technical reports, estimates, fact sheets and status reports
 - Created engineering drawings and electrical schematics
 - Completed to 100% IFC design for a \$4.6 Million renovation of a hospital's Central Energy Plant
 - Developed and administered RFP for an Air Force Base Headquarters
 - Completed design review for highway lighting around DC Metro locations



- **Senior Electrical Engineer** TAI Engineering | 2014 – 2015
 - Designed electrical systems for commercial office buildings
 - Prepared specifications, statements of work and test documentation
 - Planned, scheduled and coordinated phases of engineering projects
 - Monitored project status and progress
 - Managed budget and schedule for electrical engineering tasks
- **Electrical Consultant/Subcontractor** Ross Engineering | 2011 – 2014
 - Projects for the US Coast Guard through the KMEA
 - Developed RFP for the rebuilding construction work necessitated by Hurricane Sandy
 - Reviewed design build submittals for RFP and Code compliance
 - Developed cost estimates for proposed work to help define budget estimates
 - Performed third-party review of electrical designs for Army Corps of Engineers' projects
 - Projects for the Maryland Transit Administration (MTA) – QC/Cx Engineer
 - Reviewed designs for code, contract compliance, and practical applications
 - Analyzed the feasibility of construction plans
 - Supervised field QA/QC inspections, compliance reports, and procedural standards
 - Supervised field design modifications and preliminary design selections
 - Generated QC/Cx reports and followed-ups on contract close-outs
 - Developed MTBF and availability estimates as well as commission reports
 - Inspected 600/750-volt DC rail traction power systems and AC to DC conversions
- **Senior Electrical Engineer** Government Services Integrated Process Team | 2009 – 2011
 - Developed the electrical RFP for BRAC relocation of naval operations into former DISA headquarters
 - Generated 1391 documents for Rock Island Arsenal, the Ft. Campbell gunnery range and training facility
 - Consulted with Ft. Campbell, Kentucky on the campus electrical grid
 - Conducted cost estimation for UFC compliance projects
- **QC Manager/ Electrical Engineer** MC Dean Inc. | 2006 – 2009
 - Performed Electrical QA/QC management for Walter Reed Hospital expansion in Bethesda, MD
 - Directed team of electrical designers in design of the Phelps PACE High School high technology renovation
 - Directed electrical designers for the design, then assumed project engineering duty for the construction of the Hilton Convention Center, Baltimore, MD

PERRY HENDERSHOTT

Plumbing Plans
Examiner

ICC CERTIFICATIONS

Certificate #BN5232

Commercial Mechanical Inspector

Commercial Plumbing Inspector

Certificate #PX2757

Mechanical Plans Examiner

Plumbing Plans Examiner

FEMA COURSEWORK

FEMA IS 100 Introduction to the

Incident Command System

FEMA IS 200 Basic Incident

Command System for Initial

Response

FEMA IS 300 Introduction to

Continuity of Operations

FEMA IS 700 Introduction to

National Mitigation Framework

FEMA IS 800 Introduction to a

National Response Framework

FEMA IS 2200 Basic Emergency

Operations Center Functions

OSHA COURSEWORK

OSHA 40-Hours

EXPERIENCE

- **Plans Examiner** SAFEbuilt, LLC | 2021 – Present
- **Plan Reviewer** Pinellas County, FL, Chief Plumbing & Gas Inspection Division | 2019 – 2021
 - Lead Code Interpretation and supervisor for the Plumbing/Gas inspection division.
 - Coordinate and schedule third party inspection agencies.
 - Conduct Inspector disciplinary actions, and employee reviews.
 - Served on the Code Interpretation Board for the Pinellas County.
 - Performed daily plumbing/gas plan reviews, communicate inspection results with homeowners and contractors.
 - Communicated plan review results with design professionals, and contractors.
 - Routed and supervised the field inspectors, communicate code interpretation to field inspectors, homeowners, contractors, design professionals, and other inspection agencies.
 - Coordinated and issued violations for non-permitted work, and represent Pinellas County in violation related court cases.
 - Performed field inspections as needed.
- **Plumbing Inspector/Assistant Chief/Plan Reviewer** Pinellas County, FL | 2018 – 2019
 - Performed daily plumbing/gas plan reviews, communicated inspection results with homeowners and contractors.
 - Communicated plan review results with design professionals, and contractors.
 - Routed and supervised the field inspectors, communicate code interpretation to field inspectors, homeowners, contractors, and design professionals.
 - Coordinated and issued violations for non-permitted work, and represent Pinellas County in violation related court cases.
 - Performed field inspections as needed.
- **Plumbing Inspector/Plan Reviewer** Pinellas County, FL | 2011 – 2018
 - Performed daily plumbing/gas inspections, communicate inspection results with homeowners and contractors.
 - Monitored inspection area for non-permitted work, issue violations, and represented Pinellas county in violation related court cases.
- **Service Technician** R Carr Inc Plumbing; Safety Harbor, FL | 2009 – 2011
- **Plumbing Inspector II** Pinellas County Building Department; Clearwater, FL | 2005 – 2009
- **Plumbing Foreman** R Carr Inc Plumbing; Safety Harbor, FL | 1999 – 2005
- **Plumber** Scotto's Plumbing; Largo, FL | 1996 – 1999

TAWNA "LOU" TYLER

**Building, Mechanical &
Energy Plans Examiner**

EDUCATION

Butte Community College
A.S. Building Inspection
Technology

CERTIFICATIONS

IBC Plans Examiner
#0869110-B3
UBC Plans Examiner
#0869110-60
IBC Building Inspector
#0869110-B5
UBC Building Inspector
#0869110-10
UPC Plumbing Inspector
#0869110-34
NEC Electrical Inspector
#0869110-E5
IMC Mechanical Inspector
#0869110-44
Combo Legacy Codes
#0869110-50
LEED Green Associate
Certified USGBC

EXPERIENCE

- Plans Examiner** SAFEbuilt, LLC; Bellevue WA | 2017 – Present

Review of commercial and residential plans for energy, fire, and code compliance with the adopted International Building Codes for multiple jurisdictions. Replicate the individual jurisdictions in their processes for permit issuances and inspections activities. Support Building Departments with plan review turnarounds in a timely manner. Tracking of multiple jurisdictions data in-house as well as individual departmental systems as needed.
- Plans Examiner** Kittitas County, WA | 2011 – 2017

Duties include review of commercial and residential plans for energy, fire, and code compliance with the International Building Codes. Co-ordinate pre-construction meetings with builders and designers. Track FEMA properties. Review compliance with the Washington State Energy Code. Answer code questions and provide customer service. Computer data entry. Support inspections with field inspections when needed.
- Plans Examiner** Grant County, WA | 1997 – 2004 & 2007 – 2010

Only Plan Reviewer on staff processing on average 1,000 permits a year for the first eight years. Returned in 2007 by request to assist two additional Plan Reviewers. Duties included review of commercial and residential plans for code compliance with the International Building Codes. Co-ordinate pre-construction meetings, customer service, data entry and field inspections when needed.
- Plans Examiner** Siskiyou County, WA | 2004 – 2007

Reviewed residential plans for compliance with the California Building Code. Assisted with field inspections, develop handouts for customers concerning code issues. Answer code questions and provide additional support for front office operations. Organized new file system for better accessibility to plans.
- Plans Examiner** Kootenai County, WA | 1994 – 1997

Review residential and commercial plans for energy and building code compliance. Assisted with field inspections. Enter data into system. Track FEMA projects. Additional responsibilities were to record incentive payments to customers for the Northwest Energy Code and the Puget Sound Energy program.

DANIELLE FIOCCHI, AIA, NCARB, LEED AP, CBO

**Building, Mechanical,
& Energy Plans
Examiner**

EDUCATION

University of Oregon, Portland
Master of Science, Architecture

University of Minnesota
Bachelor of Science, Architecture

LICENSES & CERTIFICATIONS

State of Oregon

Licensed Architect, Individual
#ARI-6611

OIC - OR Inspector Certification
#OIC3590

CAS - Residential Structural
Inspector #2569CAS

CAX - Residential Plans Examiner
#2553CAX

MIA - Mechanical Inspector,
A-Level #5916MIA

BO - Building Official #5632BO

SIA - Structural Inspector, A-Level
#5984SIA

PEA - Plans Examiner, A-Level
#6082PEA

International Code Council (ICC)

Building Inspector

Building Plans Examiner

Commercial Building Inspector

Commercial Mechanical Inspector

Residential Building Inspector

Residential Plans Examiner

Ms. Fiocchi is a dynamic architect with a strong understanding of the people and practices that enable, create and deliver a successful project for the customer. Experience encompasses review and design on a range of public and private projects as well as management of design and construction as an Owner's Rep for highly technical scopes with demanding budgets and schedules. Career focus is growing creativity through learning, designing, building, storytelling and collaboration within the team to bring innovation and push the envelope in the design and construction industry. Looking for a team to allow inspiration and continue this focus as a designer or an enabler to help individuals meet their design, experience and construction goals.

EXPERIENCE

- **Plans Examiner** SAFEbuilt Washington, LLC | 2021 – Present
 - Provides building, mechanical, and energy plan reviews for SAFEbuilt clients.
- **Building Official/Plans Examiner/Inspector** City of Hood River, OR | 2019 – 2021
 - Led the Building Department.
 - Performed residential and commercial plan review and inspections for permits, coordinated activities with contracted employees, budgeting, worked with citizens closely on design, safety and construction of projects from conception to occupancy.
 - Coordinated closely with Planning, Zoning, Fire, Public Works and City Engineering on all Projects.
 - Worked as a leader on Permit Enhancement Project Team to bring all projects into the digital realm with Bluebeam review and improve and create consistent review process, forms, and communications internally and externally for the building permit process.
- **Code Analyst/Building Official/Plans Examiner/Inspector** Clair Company; Hood River, OR | 2017 – 2019
- **Owner's Representative and Discipline Lead for Civil Structural Architectural Scope + Design Manager** Intel Corporation; Hillsboro, OR | 2011 – 2017
 - **Discipline Lead Role** has ownership for design and construction for highly technical buildings to enable the next technology. Included design studies, layout changes, seismic and code upgrades, and entire new buildings and elevated links designed with tight tolerances while factory continues to operate.
 - **Design Manager Role** coordinated scope, packaging strategy, costs, etc. on new construction. In charge of leading the internal Intel team of discipline leads as well as the hired AE or Design Builder.

SAFEbuilt®

Danielle Fiocchi Résumé, Page 2

Other Licenses/Certifications

LEED Accredited Professional (AP)
National Council of Architectural
Registration Boards (NCARB)
Certification
American Institute of Architects
(AIA) Certification

- Executed Design and Construction in well over 1 million square feet of clean room and support buildings. Majority of projects with multi-million dollar budget. Involved projects include clean rooms, support buildings, labs and offices.
- **Architectural Intern Work 2003 – 2011**
 - Crazy Turnip, LLC - Portland, OR: Developed residential drawings, designs and coordinated details with consultants and subcontractors.
 - Kahler Slater - Madison & Milwaukee, WI: Created hospital construction documents with design team. Verified project details with stakeholders.
 - Hammel, Green, Abrahamson - Minneapolis, MN: Guided design team in their transition from CAD to Revit for hospital projects and set up company standards.
 - BWBR Architects - St. Paul, MN: Assisted project team with construction administration on-site for prison addition.
 - Wold Architects and Engineers - St. Paul, MN: Collaborated with project teams in all design phases. Responsibilities included meeting with user groups, presentations, product research, verifying existing buildings, drafting and design. Projects included master planning, schools, courtrooms and police stations. Involved in Revit and Sustainability Committees.
 - Rozeboom Miller Architects - Minneapolis, MN: Built schematic models for studies of schools, looking at space layout and lighting. Internship in college.





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: August 31, 2022
RE: Proposed Contract Amendment for with Paymentus for in person payment processing

Intent

Approval of a contract amendment between Walla Walla County and Paymentus to provide in person payment processing.

Attachments

- A. Proposed contract amendment

Background

We recently contracted with Paymentus to take electronic credit card payments via our upgraded eTRAKIT site, but this contract did not cover in person payments. This contract amendment will enable us to use card readers in the office or in the field to take fee payments, which is quicker than having to go an additional step of paying via an online portal and then entering the payment information into TRAKIT. This contract amendment has been reviewed by the Prosecuting Attorney's Office.

Policy Impact

This contract amendment is needed to take payments in person, in the office and in the field.

Cost and Source of Funding

The fees for payments will be the same as electronic payments under the current contract. There will be one-time fees for the purchase of card swipers. Each USB swipe reader will be \$225 and mobile device wipe readers are \$215, with the first one provided at no cost. We anticipate purchasing 4-5 swipers and the Public Works Department has indicated that they will likely need to purchase one. This part of our TRAKIT Upgrade which has been budgeted for.

Disposition:

- Approved
- Approved with modifications
- Needs follow up information
- Denied

BOCC Chairman

Date

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN WALLA WALLA COUNTY, WASHINGTON
AND SAFEbuilt WASHINGTON, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between Walla Walla County, Washington, (“County”) and SAFEbuilt Washington, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). County and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, County is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of County, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to County. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant’s standard software package. In the event that County requires that Consultant utilize hardware or software specified by or provided by County, County shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and County, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between County and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, County shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice County, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. County may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested County will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, County will submit payment within thirty (30) days of resolution of the dispute.

5. NOT-TO-EXCEED COMPENSATION (INSERT WHEN RELEVANT)

As compensation for performance of Services under this Agreement, County will pay Consultant for work performed, in accordance with the rates set forth in Exhibit B, a sum not to exceed \$_____ annually.

6. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

7. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by County. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, County may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

8. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

9. COUNTY OBLIGATIONS

County shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). County has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

10. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to County that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

11. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and County agree that Consultant will provide similar service to other clients while under contract with County and County acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for County. County may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to County, including attendance at meetings, and Consultant's employees are not subject to the direction and control of County. Except where required by County to use County information technology equipment or when requested to perform the services from office space provided by the County, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a County email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between County and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as County would be in the event that the services provided by Consultant were being provided by County. Nothing in this Agreement shall be deemed a waiver of such protections.

12. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to County, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to County. Consultant may subcontract any or all of the services to its Affiliates without notice to County. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives County prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with County law, ordinances, rules, regulations, resolution, executive orders or other instructions received from County.

To the fullest extent permitted by law and without waiver of governmental immunity, County shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, County or any officer, employee, representative, or agent of County or (b) Consultant's compliance with County law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from County. If either Party becomes aware of any incident likely to give rise to a

Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

14. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT.

EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF COUNTY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED \$2,000,000.

15. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. County shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to County.

16. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

17. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, County shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes

without the express prior written consent of County. As between County and Consultant, all work product and deliverables shall become the exclusive property of County when Consultant has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of County's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, County Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to County will be exported into a CSV file and become property of County. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, County and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of County.

18. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, County will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

19. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of County without the prior written consent of County or pursuant to a lawful court order directing such disclosure.

20. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform County of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to County when assigned employee(s) is unavailable.

21. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

22. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

23. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, County shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to County pursuant to this Agreement ("Service Providers"), or who interacted with County in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that County hires any such employee during the specified period, County shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

24. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to County:	If to Consultant:
	Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com

25. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

26. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

27. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

28. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

29. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust as provided under County's charter and code of ordinances, state or federal statute, case law or ethical principles.

30. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Washington, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving County and each party waives any and all jurisdictional and other objections to such exclusive venue.

31. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

32. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

33. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

34. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word

herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Tom Brackett, CEO
SAFEbuilt Washington, LLC

Date

Signature
Walla Walla County, Washington

Date

Name and Title
Walla Walla County, Washington

(Balance of page left intentionally blank)

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES
2. COUNTY OBLIGATIONS
3. TIME OF PERFORMANCE

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ County and Consultant will review the County Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, (Insert Year) and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the County or, if not reported for the County the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

EXHIBIT C – COUNTY SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that County requires that Consultant utilize hardware and/or software specified by and provided by County, Consultant shall use reasonable commercial efforts to comply with County requirements.
2. County, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with County requirements.
County will provide the following information to Consultant.
 - ✓ County technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the County will provide may include:
 - Client network access
 - Internet access
 - Blue Beam Revu and County Central Square Community Development Software and access

(Balance of page left intentionally blank)



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: August 31, 2022
RE: Proposed Contract Amendment for with Paymentus for in person payment processing

Intent

Approval of a contract amendment between Walla Walla County and Paymentus to provide in person payment processing.

Attachments

- A. Proposed contract amendment

Background

We recently contracted with Paymentus to take electronic credit card payments via our upgraded eTRAKiT site, but this contract did not cover in person payments. This contract amendment will enable us to use card readers in the office or in the field to take fee payments, which is quicker than having to go an additional step of paying via an online portal and then entering the payment information into TRAKiT. This contract amendment has been reviewed by the Prosecuting Attorney's Office.

Policy Impact

This contract amendment is needed to take payments in person, in the office and in the field.

Cost and Source of Funding

The fees for payments will be the same as electronic payments under the current contract. There will be one-time fees for the purchase of card swipers. Each USB swipe reader will be \$225 and mobile device wipe readers are \$215, with the first one provided at no cost. We anticipate purchasing 4-5 swipers and the Public Works Department has indicated that they will likely need to purchase one. This part of our TRAKiT Upgrade which has been budgeted for.

Disposition:

- Approved
- Approved with modifications
- Needs follow up information
- Denied

BOCC Chairman

Date

**AMENDMENT NO. 1
TO MASTER SERVICES AGREEMENT EFFECTIVE JUNE 22, 2022**

This Amendment No. 1 (“Amendment No. 1”) amends the Master Services Agreement effective as of June 22, 2022 (“Effective Date”) between Walla Walla County, WA (“Client”) with a principal place of business located at 315 West Main St, Walla Walla, WA 99362 and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 11605 N. Community House Road, Suite 300, Charlotte, North Carolina 28277 (“Paymentus”). Client and Paymentus are also referred to as “Party” and collectively as the “Parties.” This Amendment No. 1 is effective at the time of the last to sign of the Parties.

STATEMENT OF PURPOSE

Client and Paymentus entered into the Agreement for electronic bill payment services;

The Parties currently desire to amend the Agreement to include pricing for encrypted card readers/mobile devices and the minimum fee for credit/debit transactions.

AGREEMENT

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Paymentus agree as follows:

1. **Amendment.** The Agreement is hereby amended as of the Effective Date of this Amendment No. 1 as follows:

1.1 The updated Schedule A (to include section titled “ADDITIONAL PAYMENTUS SERVICES”) attached here is hereby included in the Agreement, to include “Encrypted Swipe Devices”.

2. **Miscellaneous:**

2.1 This Amendment No. 1 is binding and inures to the benefit of the Parties and their respective successors and assigns.

2.2 All other terms and conditions of the Agreement not modified by this Amendment No. 1 remain in full force and effect.

2.3 This Amendment No. 1 may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

SCHEDULE A – PAYMENTUS SERVICE FEE SCHEDULE

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Channel	Channels	Services	Payment Methods & Channels	Paymentus Fee – Absorbed Fee (Non-Utility Pricing Model)	User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time	2.85% fee (or \$1.00, whichever is greater) per Visa, Mastercard, Discover, AMEX transaction. \$1.00 per ACH/echeck transaction. 50 outbound notifications included at no cost; additional notifications at \$0.20 per message.	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Direct Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit, ACH	2.85% fee (or \$1.00, whichever is greater) per Visa, Mastercard, Discover, AMEX transaction. \$1.00 per ACH/echeck transaction. 50 outbound notifications included at no cost; additional notifications at \$0.20 per message.	<input type="checkbox"/>

Note: Average Bill Amount: \$200.00. Maximum Amount per Payment is \$15,000.00. Multiple payments may be made. Chargebacks and returned checks will be billed at \$9.95 per item.

ADDITIONAL PAYMENTUS SERVICES

Paymentus Service Fee charged to Client will be based on the following table:

Encrypted Swipe Devices (optional)	
• SecureMag USB Swipe Reader	\$225.00 per device, as needed
• Mobile AD – Shuttle Swipe Reader	\$215.00 per device, as needed. First mobile device is included at no cost.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives.

WALLA WALLA COUNTY, WA

PAYMENTUS CORPORATION

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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
Agenda Date: September 6, 2022
Prepared: August 31, 2022
RE: Monthly Community Development Department Update

Building/Fire

The following 58 building and fire permits were approved during the last month; compared to 52 last month.

- 34 of these were over-the-counter (OTC) permits; the average review time for these is 0 days, meaning received and issued the same day. Types of OTC permits:
 - Mechanical
 - Plumbing
 - Re-roof
 - Siding/Windows Replacement
 - Special Events (fire operational permit, typically for tents)
 - Solar Arrays (roof-mounted)
- In addition to the building OTC permits, we also issued 7 residential burn permits. These are also prioritized and typically issued the same day.

Permit #	Date Applied	Date Approved	Days	Address	Description
B22-0279	06/30/2022	07/28/2022	28	213 HARRISON PL	1492 sf Residence, 90 sf Covered P/P/D, 499 sf Garage
B22-0281	06/30/2022	08/15/2022	46	700 VINTNERS VISTA LN	2880 sf Enclosed Pole Bldg
B22-0301	07/07/2022	08/08/2022	32	691 S GOSE ST	1200 sf Enclosed Pole Building
B22-0305	07/08/2022	08/15/2022	38	VINTNERS VISTA LN	Grading for Future Pole Building
B22-0314	07/12/2022	08/10/2022	29	1470 WALLULA AVE	Remodel Sanctuary area to Broadcasting Studio
B22-0320	07/13/2022	08/18/2022	36	23 LILAC CT	3106 sf 2 Story Res, 375 sf Cov P/P, 442 sf Deck, 844 sf Gar
B22-0324	07/18/2022	08/11/2022	24	447 WHOPEMUP HOLLOW RD	Modifications to Existing Cell Tower
B22-0326	07/19/2022	08/08/2022	20	378 RANSOM RD	384 sf "She" Shed
B22-0329	07/20/2022	08/01/2022	12	2104 STATELINE RD	Install of buried 1000g propane tank
B22-0335	07/22/2022	08/18/2022	27	1026 LOCHER RD	2649 sf Residence, 561 sf Cov P/P, 1113 sf Garage
B22-0347	07/26/2022	07/29/2022	3	2168 SCHOOL AVE	Replace 9 windows

B22-0339	07/26/2022	08/09/2022	14	5669 COTTONWOOD RD	Replace Siding, Sheathing, Remove/Reinstall existing window.
B22-0348	07/26/2022	08/11/2022	16	2369 ISLAND VIEW RD	15.0 kW Ground Mount Solar Array
B22-0346	07/26/2022	08/12/2022	17	246 S CAMPBELL RD	2725 sf Residence, 503 sf Cov P/P, 766 Garage
B22-0352	07/27/2022	08/08/2022	12	2021 HERITAGE RD	Re-roof Residence, 25 sq w/tear-off
B22-0353	07/28/2022	08/11/2022	14	73 PANORAMA LN	2077 sf Residence, 336 sf Cov Porch/Patio, 691 Garage
B22-0354	07/28/2022	08/11/2022	14	1164 MAGNOLIA DR	1058 sq. ft. detached ADU
B22-0355	07/28/2022	08/11/2022	14	433 MCKINNEY RD	Addition to Existing Residence
B22-0358	07/29/2022	07/29/2022	0	150 E CURTIS AVE	Re-roof Commercial Bldg 45 sq w/tear-off
B22-0359	07/29/2022	07/29/2022	0	105 S COLUMBIA SCHOOL RD	Placement Compliance for MH - July 1976
B22-0360	08/01/2022	08/01/2022	0	4293 BRADEN RD	Install Wood Fireplace in existing 780 sf Detached Garage
B22-0361	08/01/2022	08/01/2022	0	2541 OLD MILTON HWY	Replace gas furnace & air conditioner
B22-0362	08/01/2022	08/01/2022	0	57 PROSPECT AVE	Replace gas furnace & heat pump
B22-0364	08/01/2022	08/01/2022	0	754 MAXFIELD RD	Re-roof Residence, 35 sq w/tear-off
B22-0363	08/01/2022	08/18/2022	17	1095 VALLEY CHAPEL RD	1296 sf Enclosed Pole Bldg w/432 sf Lean To
B22-0365	08/01/2022	08/30/2022	29	246 S CAMPBELL RD	Inground Swimming Pool
B22-0366	08/02/2022	08/02/2022	0	156 JEANNES RD	Re-roof Residence, 27 sq w/tear-off
B22-0368	08/02/2022	08/11/2022	9	2782 S 3RD AVE	10 kW AC Roof Mount Solar Array
B22-0369	08/02/2022	08/23/2022	21	3963 OLD MILTON HWY	15.2 kW AC Roof Mount Solar Array
B22-0370	08/03/2022	08/03/2022	0	2329 WALLULA AVE	Special Event Tent - 08/05 - 08/07/22
B22-0371	08/03/2022	08/11/2022	8	1545 E HIGHWAY 124	2000 sf unheated Garage
B22-0372	08/03/2022	08/31/2022	28	211 PARADISE DR	608 sf Freestanding Carport
B22-0373	08/05/2022	08/05/2022	0	855 A ST PORT OF WW	Re-roof Commercial, 60 sq w/tear-off
B22-0374	08/05/2022	08/08/2022	3	59 BLUEBERRY LN	Replacement of hvac system air handler
B22-0376	08/08/2022	08/08/2022	0	2021 HERITAGE RD	Re-roof Garage, 10 sq w/tear-off
B22-0379	08/08/2022	08/10/2022	2	3462 MILL CREEK RD	4800 sf Special Event Tent 08/13 thru 08-14-2022
B22-0377	08/09/2022	08/09/2022	0	1139 WALLULA AVE	Re-roof Residence, 36 sq w/tear-off
B22-0378	08/09/2022	08/10/2022	1	42 MERRY LN	Replace heat pump & air handler system

B22-0382	08/10/2022	08/24/2022	14	1104 BUSSELL CT	Interior Remodel - Convert one lg. Bdrm to 2 sm Bdrms & Bath
B22-0384	08/11/2022	08/11/2022	0	76 LAST CHANCE RD	Reroof Residence 32 sq w/tear-off
B22-0385	08/11/2022	08/11/2022	0	76 LAST CHANCE RD	Reroof Small Shed 3 sq w/tear-off
B22-0387	08/12/2022	08/12/2022	0	7134 MILL CREEK RD	Replace Heat Pump & Air Handler
B22-0389	08/17/2022	08/17/2022	0	699 NW EVANS AVE	Replace heat pump and gas furnace
B22-0390	08/18/2022	08/18/2022	0	1714 BRYANT AVE	Replace A/C & gas furnace in garage apartment
B22-0395	08/22/2022	08/22/2022	0	2774 OLD MILTON HWY	Replace Heat Pump & Air Handler
B22-0396	08/22/2022	08/22/2022	0	177 RUSSET RD	Replace Gas Furnace & Air Conditioner in ADU
B22-0397	08/22/2022	08/22/2022	0	76 WALLULA AVE	Replace Air Conditioner
B22-0398	08/22/2022	08/22/2022	0	16386 W HWY 12	Replace Heat Pump & Air Handler
B22-0399	08/23/2022	08/24/2022	1	841 NE DAMSON AVE	800 sf Special Event Tent 08/26 - 08/28/2022
B22-0402	08/25/2022	08/25/2022	0	27186 ICE HARBOR DR	Replace ductless heat pump system
B22-0403	08/26/2022	08/26/2022	0	3686 LOWER WAITSBURG RD	Re-roof Residence, 36 sq w/tear-off
B22-0404	08/26/2022	08/26/2022	0	147 RYAN AVE	Replace furnace & AC w Heat pump system
B22-0408	08/29/2022	08/29/2022	0	3952 GREENVILLE RD	Install new air conditioner
B22-0409	08/29/2022	08/29/2022	0	982 NEWTOWN RD	Install 2 head new ductless mini split
B22-0410	08/30/2022	08/30/2022	0	78 YORK ST	Re-roof Residence, 25 sq w/tear-off
B22-0415	08/30/2022	08/30/2022	0	3420 OLD MILTON HWY	Install gas piping & tankless water heater
B22-0416	08/30/2022	08/30/2022	0	1360 STATELINE RD	Re-roof Residence, 30 sq w/tear-off
B22-0420	08/30/2022	08/30/2022	0	327 CALDWELL RD	Replace fireplace insert & flue pipe w freestanding woodstove

New Applications

66 building and fire permit applications were submitted in the last month compared to 80+ in June; 44 of the new applications have been approved.

Applications Under Review

The following building/fire permits applications are currently under review. Some of these are undergoing first plan reviews, some of them are on second or later reviews. The Date Applied is the date we received the application.

67 building and fire permit applications not listed here are open but on hold pending information or action by the applicant.

Permit #	Date Applied	Address	Description	Permit Type
B22-0291	07/05/2022	386 RUSSET RD	944 sf ADU w/352 sf Covered P/P/D	ACCESSORY DWELL UNIT
B22-0319	07/13/2022	51 COUNTY RD NO 448	2100 sf Enclosed Pole Building	POLE BUILDING
B22-0342	07/26/2022	1615 WHITELEY RD	4000 sf Storage Building #1	GARAGE SHOP
B22-0343	07/26/2022	1615 WHITELEY RD	4000 sf Storage Building #2	GARAGE SHOP
B22-0338	07/26/2022	615 SW 6TH ST	Interior remodel of Main Res & Vaulted Ceiling - living area	ADDITION REMODEL
B22-0356	07/28/2022	968 MILL CREEK RD	1990 sf Residence, 834 sf Covered Porch, 756 sf Garage	1 FAM RESIDENCE
B22-0357	07/28/2022	970 MILL CREEK RD	1000 sf ADU Residence, 945 sf Garage	ACCESSORY DWELL UNIT
B22-0367	08/02/2022	MILL CREEK RD	AWAITING HEARING EXAMIGrading - 20,000 cy - Site preparation	GRADING
B22-0375	08/08/2022	353 BALDWIN RD	764 sf ADU, 294 sf Covered Porch, 1306 sf Garage	ACCESSORY DWELL UNIT
B22-0383	08/10/2022	9281 MILL CREEK RD	3994 sf 2 Story Res, 815 sf Cov P/P/D, 806 sf Garage	1 FAM RESIDENCE
B22-0388	08/15/2022	121 RYAN AVE	1680 sf Pole Bldg, 1008 sf Loft storage, 800 sf Uncov. De	POLE BUILDING
B22-0392	08/18/2022	143 DAYBREAK RD	2577 sf Residence, 643 sf bonus, 632 sf P/P/P, 1051 sf Gar	1 FAM RESIDENCE
B22-0393	08/18/2022	3312 BLUE CREEK RD	1,100 sq ft ADU w/ attached garage	ACCESSORY DWELL UNIT
B22-0391	08/18/2022	814 BISCUIT RIDGE RD	1024 sf Enc Pole Bldg & 608 sf Leanto add'n to existing bldg	POLE BUILDING
B22-0394	08/18/2022	8189 LEWIS PEAK RD	1834 sf Residence, 64 sf Covered Porch, 398 sf Garage	1 FAM RESIDENCE
B22-0401	08/23/2022	180 TITUS LN	Construct New Fireplace to Replace Existing	ADDITION REMODEL
B22-0400	08/23/2022	1813 PIKE PL	Remodel Bedroom, add Patio & Deck	ADDITION REMODEL
B22-0407	08/24/2022	644 DEMARINI DR	400 sf Special Event tent 09-03 thru 09-05	SPECIAL EVENT
B22-0405	08/29/2022	13979 DODD RD	Replace existing Sign w/New 65 sf Sign	SIGN
B22-0406	08/29/2022	325 FIRST ST	225 sf Bedroom Addition to existing Residence	ADDITION REMODEL
B22-0418	08/30/2022	1104 BUSSELL CT	684 sf Uncovered Deck	PORCH PATIO DECK
B22-0411	08/30/2022	211 PARADISE DR	910 sf Freestanding Carport	CARPORT
B22-0412	08/30/2022	226 BUSSELL RD	1420 sf Addition to Existing Shop w/Bathroom & Ramp	ADDITION REMODEL
B22-0413	08/30/2022	315 W MAIN ST OLD JAIL	Renovate 1906 Jail for New WW Co Dist. Court location	COMM ADDITION REMODEL
B22-0414	08/30/2022	367 SPRINGDALE RD	692 sf Gar w/ 2nd flr 715 sf Bonus, 788 sf Cov Porches,	ADDITION REMODEL
B22-0417	08/30/2022	STOLEN HORSE CT	2,720 SF Res, 717 sf Cov P, 1,040 sf Gar, 340 sf Poolhouse	1 FAM RESIDENCE

Software Upgrade – TRAKIT.NET to Central Square Com Dev (CS)

Testing of our production environment is still paused due to Central Square's loss of the environment changes made by Staff in their last database migration of our system. Based on the communication in the last week from Central Square, we anticipate this will be resolved at the beginning of September at which point we will have to determine what a new schedule is. We have effectively been on hold since May.

Participated in Weekly Calls on August 2, 9, 16, 30. Core members attended 2-hour training session on August 24 regarding BlueBeam and credit card processing integrations.

Technical Review Committee/Preapplication Meetings

Our new Planning Technician, Michael Maret, is scheduling/coordinating these meetings and preparing the notes.

August 3, 2022

1. PRE22-043: Roundtable meeting regarding potential home occupation at 211 Greystone Drive.

August 10, 2022

1. PRE22-45: Gorge Aviation Renovations – Port of Walla Walla requested meeting to discuss renovation and small addition to Gorge Aviation building at 199 W. Fairchild Avenue.

August 17, 2022

1. PRE22-046: Moonbase Cellars – roundtable meeting regarding possible Type 1 Winery to be located at 1382 Mill Creek Road. Property had not been purchased at the time of meeting.
2. PRE22-044: St. Basil Academy – roundtable meeting to discuss possible construction of church at 2346 S. Wilbur Avenue. Also discussed whether property could be divided.

Planning/Land Use Approvals and Decisions

The following planning applications were approved in August.

Project Number	Address	Applicant	Project Type	Date Complete	Date Approved
ADU22-011	968 MILL CREEK RD	STONECREEK CUSTOM HOMES LLC	ACCESSORY DWELL UNIT	07/26/2022	08/29/2022
BLA22-006	177 E MAPLE ST	DUNCAN MARIA ESTHER	BOUND LINE ADJUST	06/10/2022	08/23/2022
CAP22-013	700 VINTNERS VISTA	KKR VINEYARDS LLC	CRITICAL AREAS	07/05/2022	08/12/2022
CUP22-006	3853 POWER LINE RD	DOUBLEBACK	CUP	03/11/2022	08/12/2022
SHR22-005	626 GRAIN TERMINAL RD	SCHNITZER STEEL INDUSTRIES, LLC	SHORELINE EXEMPTION	06/21/2022	08/23/2022
VAR22-001	4741 HWY 124	WEIS TOWERS LLC, ATTN: JOHN F. WARK, L.P.G.	VARIANCE	03/03/2022	08/09/2022

Hearing Examiner held a public hearing on conditional use permit for Echolands Winery (CUP22-009/WP22-004). This will be a Type 2 Winery with a total building area of about 31,000 square feet. The site is located at 178 Vineyard Lane off Mill Creek Road. Expect decision shortly.

Code Enforcement

The following are large scale lengthy cases which have been closed in the the last month. Each property has been brought into compliance with Walla Walla County Code.

Case	Description	Address	Opened	Closed
C21-063	Building w/o permit	5584 RUSSELL CREEK RD	07/08/2021	08/04/2022
C22-037	Too Many Animals	1088 W SUNSET DR	06/28/2022	08/31/2022
C22-038	RV Living	88 NW DAVIS AVE	07/14/2022	08/02/2022
C22-041	Weeds	700 MCBETH RD	07/18/2022	08/15/2022
C22-043	Building w/o Permit	Parcel #330730410005	07/20/2022	08/10/2022
C22-048	MH permitted as Medical Hardship = no longer hardship	153 BISCUIT RIDGE RD	08/10/2022	08/16/2022

Miscellaneous

1. Interviewed planning consultants who responded to Shoreline Master Program (SMP) RFQ/P; will be bring recommended contract to the Board shortly.
2. Planning Commission met for Regular Meeting on August 3; all seven members, including our newly appointed member, participated in the meeting which was hybrid in person/Webex. Public Hearings held on two applications:
 - a. ZCA21-001, Yellowhawk Cellars, and
 - b. REZ22-001/CPA22-01, Landram Burbank Rural Rezone, Hanson Loop Road.
3. Next Planning Commission meeting is Wednesday, September 14, at 7 PM. This will be hybrid-hosted. Agenda will include County-proposed amendments, most of which are procedural changes or code clean-up.
4. Director attended WCIA Walla Walla Supervisor Boot Camp on August 9.
5. Completed training for Administrative Assistant and Planning Technician on website editing.
6. Administrative Assistant and Building Official attended 4-hour webinar from WCRP on 'The Art of Giving and Receiving Feedback.'

Citizen Complaints and Reports/Inquiries

The following complaints and inquiries were logged in CRM TRAK (Citizen Response Module) in the last month. Most of these were inquiries fielded by our planning staff and the rest were code violation reports directed to our Code Compliance Officer for investigation.

Issue	Title	Status	Nature/Type	Category	Issue Address	Created Date
INQ22-000236	Is WSDOT ROW Buildable Lot	Responded	CITIZEN INQUIRY	Planning		08/26/2022
INQ22-000235	Possible subdivision	Responded	CITIZEN INQUIRY	Planning	2794 MILL CREEK RD	08/23/2022
INQ22-000233	BLA and DEVELOP	Case Closed	CITIZEN INQUIRY	Planning	1528 SCHOOL AVE	08/23/2022
INQ22-000232	Future farm center parcel	Responded	CITIZEN INQUIRY	Planning	4670 HANSON LOOP	08/23/2022
INQ22-000231	New Microwave Tower	Responded	CITIZEN INQUIRY	Planning		08/16/2022
CRM22-000230	WEEDS @ 494 S HUSSEY ST	Duplicate Complaint	WEEDS	Building	494 S HUSSEY ST	08/15/2022
CRM22-000229	WEEDS @ 494 S HUSSEY ST	Case Closed	WEEDS	Nuisance	494 S HUSSEY ST	08/15/2022
INQ22-000228	Is this site buildable? Two tax lot and lots of critical areas	Responded	CITIZEN INQUIRY	Planning		08/12/2022
INQ22-000227	subdivide?	Under Investigation	CITIZEN INQUIRY	Planning	177 GLAD RD	08/11/2022
CRM22-000226	OTHER @ 336 S 1st Ave	Case Closed	OTHER	Building	336 S 1st Ave	08/10/2022
CRM22-000224	Building w/o Permit	Complaint Verified	BUILDING CONSTRUCT ACTIVITY	Building	1438 GARFIELD ST	08/08/2022
CRM22-000223	No Building Permit	Complaint Verified	BUILDING CONSTRUCT ACTIVITY	Building		08/08/2022
CRM22-000222	BUILDING CLOSE TO PROP LINE @ 1322 E. Alder Street	Case Closed	BUILDING CLOSE TO PROP LINE	Building	1322 E. Alder Street	08/07/2022
CRM22-000221	WEEDS @ 1322 E. Alder Street	Case Closed	WEEDS	Nuisance	1322 E. Alder Street	08/07/2022
INQ22-000220	people considering purchasing for distillery	Under Investigation	CITIZEN INQUIRY	Planning	3525 PRANGER RD	08/05/2022
INQ22-000219	Northstar Fire Detection	Report Received	CITIZEN INQUIRY	Fire	1736 J B GEORGE RD	08/04/2022
INQ22-000218	SUBDIVIDE	Responded	CITIZEN INQUIRY	Planning	1368 OLD MILTON HWY	08/04/2022
CRM22-000217	Weeds	Complaint Verified	WEEDS	Nuisance	SNIDER DR	08/02/2022
CRM22-000216	RV Living	Complaint Verified	LIVING IN A RV	General	7483 FROG HOLLOW RD	08/02/2022
CRM22-000215	Grading	Report Received	BUILDING CONSTRUCT ACTIVITY	Building		08/02/2022
INQ22-000214	Questions about land uses/ability to subdivide further	Responded	CITIZEN INQUIRY	Planning	MORNINGSTAR LN	07/29/2022

10:30 COUNTY CORRECTIONS

Norrie Gregoire

- a) Department update and miscellaneous



**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: 08/31/22

Director's Report for September 6th, 2022

Board Consent/Action Agenda Item(s):

- ✓ Consent Items: None.
- ✓ Action Items: None.

Corrections/Court Services Department Updates:

- ✓ Service Providers, Programs, Grants & Essential Services
 - Grant overseers from Health Care Authority conducted on-site visit at the jail on 8/31 in support of the Medication for Opioid Use Disorder in Jails Program grant.
 - MOU's have been sent to all county school districts as we transition from JJC-conducted Community Engagement Boards to school-based CEB's.
 - Corrections currently has seven defendants in either Eastern State Hospital or Maple Lane for restoration services. Ten additional defendants remain in custody waiting for restoration services; four more bailed or were released and are on the waitlist; we currently have one defendant successfully restored who has returned to custody awaiting trial. This volume and severity of mental health impact upon the jail is unprecedented.
 - Mr. Cassetto will be bringing forward a proposal to send the Adult Recovery Court Team to drug court training in Tukwila.
- ✓ Court, Detention & Jail Operations
 - Increase in inmate assaults of Corrections Officers directly related to type of inmates we are currently housing.
 - Corrections Work Crew has battled the heat this summer and met our contracted obligations.
- ✓ Personnel/Training/Recruitment
 - Since I last met with the Board, we have brought into service two additional Corrections Officers.
 - Corrections Officers Rachel Demaris and Edgar Aguilar were recently promoted to Corrections Sergeants.
 - Corrections has two open Sergeant positions and two Corrections Officer positions.
 - Detention has one Detention Officer position open.

a) Action Agenda Items:

- 1) Proposal 2022 09-06 TSD-1 Approval to add several modules to current website and perform a technical update of the features
- 2) Proposal 2022 09-06 TSD-2 Approval to surplus items
- 3) Resolution – Setting a date of public hearing to consider declaring certain county property as surplus

b) Department update and miscellaneous



Proposal

Date: 09/05/2022
To: BOCC
From: Chad Goodhue

Proposal ID. 2022 09-06 TSD-1

Intent – Decision

Topic – Requesting approval to add several modules to the current website and perform a technical update of the features.

Summary

I am requesting approval to update/upgrade our current website to make it more mobile friendly and to provide additional functionality to the public and support staff. This functionality includes a “Curated Search” that will allow citizens to more easily find information on our website, “Interactive Fillable Forms” that will allow departments such as HR/Risk to create new online content for job applications and finally the “Revize Agenda Management Application System” that will add the BOCC Clerks in posting agenda’s and provide easy access to the citizens.

The upgrades to the site are free however the new modules will have a fee and setup cost.

Cost

\$3650 for setup and \$6470 annually.

Funding

Current expense would pay for the \$3650 initial cost and TS would build the yearly maintenance into the TS budget where it has historically been.

Alternatives Considered

We can choose to not replace/update the website

Acquisition Method

This would be an upgrade to our current software.

Security

The updates would modernize the current web environment and add additional security.

Access

N/A

Benefits

There are many benefits from added security, ease of use for citizens from mobile devices, the ability to search for content easily and the Agenda Management System would allow for staff and citizens to access current and previous agenda and minutes easily.

***Authority to Execute Related Agreements Sought

Yes

Conclusion/Recommendation

Recommend approval of additional modules to current website and approval of technical update of features and additional annual cost.

Submitted By

Disposition

_____ Approved

Chad Goodhue Technology Services 09/05/2022

_____ Approved with modifications

_____ Needs follow up information

_____ Denied

*****Authority to Execute Related Agreements**

_____ Approved

_____ Denied

BOCC Chairman Date

Additional Requirements to Proposal

_____ Modification

_____ Follow Up

Website Redesign Proposal Walla Walla County, Washington

Prepared by Dylan Johnston

dylan@revize.com

150 Kirts Blvd, Troy, MI 48084

Ph: 248-894-9297 Fax: 866-346-8880

www.revize.com August 17, 2022



Dear Chad, Randy,

Thank you for having Revize as your web development partner. For nearly two decades, Revize has been a leader in providing high quality, government-compliant web solutions. A myriad of industry awards and hundreds of satisfied clients stand as a testament to the quality and value of our work.

Every member of the Revize team understands that your website is more than a website. It's a valuable resource that can help you build a better community.

Visitors are drawn to websites that are appealing yet functional, user-friendly with a plethora of services, and accessible on a wide range of devices. A Revize website will allow your residents and businesses to easily fill out and submit documents, review and pay bills and taxes, perform searches to answer frequently asked questions and perform a suite of other tasks that would otherwise require staff assistance. What's more, a Revize website will enable you to increase staff productivity and decrease costs by reducing off-line departmental operations.

Some of our great clients in include:

- Clark County, NV www.clarkcountynv.gov
- The City of St. Petersburg, FL www.stpete.org
- The City of Cedar Rapids, IA www.cedar-rapids.org
- And Many More!

We will continue to work closely with you to design and develop a dynamic, functional and easy to navigate website that will perfectly fit your community. Then we empower you to control your digital presence with the industry's best administrative management applications. Revize training ensures that your team has the skills needed to expertly update and manage website content and delivery.

Government clients select Revize because we can help them

- Effectively engage residents.
- Enhance their web presence and build an online communications center.
- Empower non-technical web content editors and administrators to easily execute changes.
- Implement a scalable solution that allows them to affordably grow their web presence for the long term.

“Revize Websites build engagement
with your constituents.”

We have worked hard to establish a reputation for creating online community websites that engage, inform, and increase participation of your community. With our help, your community’s website can serve your residents better, inspire them more, and get them actively involved in your government.

Please contact me if you have any questions at all.

Sincerely,

Dylan Johnston

Dylan Johnston
Senior Account Manager
248-894-9297
dylan@revize.com

Timeline

Project Timeline		
Phase	When	Duration
Phase 1: Initial Meeting, Communication Strategy, SOW	Weeks 1 thru 3	3 Weeks
Phase 2: Discovery & Design	Weeks 4 thru 8	5 Weeks
Phase 3: Template Development, CMS Integration	Weeks 9 thru 11	3 Weeks
Phase 4: Module Setup	Weeks 12 thru 14	3 Weeks
Phase 5: Custom Development	Weeks 15 thru 16	2 Weeks
Phase 6: Quality Assurance Testing	Week 17	1 Weeks
Phase 7: Sitemap Development / Content Migration	Weeks 18 thru 20	3 Weeks
Phase 8: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	Week 21	1 Weeks
Go-Live (Average)		16-21 Weeks

The project planning process is designed to fit your needs. We will adapt our timeline if your schedule requires.

Revize Quote

Along with your Website Design Refresh using your existing site map and navigation, the following options are available

<u>Quantity</u>	<u>Description</u>	<u>Set-up Price</u>	<u>Annual</u>
1	Discovery & Design from Scratch: <ul style="list-style-type: none"> • 1 mockup with up to 3 rounds of changes • Home page template and inner page design and layout. • Includes Responsive Web Design • 	Included	-
1	Revize Template Development: <ul style="list-style-type: none"> • Set-up all CMS modules listed in this agreement • Integration with all 3rd party web applications • Integration with updated subsites (Griswold, Downtown, Regent) • New Calendar 	Included	-
1	*Curated Search	\$1,200	-
1	*Interactive Fillable Forms	\$1,950	\$1,000
1	*Revize Agenda Management Application System <ul style="list-style-type: none"> • Revize to build 1 agenda template and assist with website integration • Revize to provide virtual training for unlimited users before launch • CLIENT will have ability to configure unlimited agenda templates 	\$500 (Webinar Attendee Special Discount)	\$1,950
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, 50GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee, 5 year agreement with free redesign year five, locked in rate:		\$3,520
1	Grand Total (with Add On Features)	\$3,650	\$6,470/year

***OPTIONAL ADD ON FEATURES**

Revize Support Includes

- 8 AM – 8 PM EST Phone Support (Monday thru Friday)
- 24X7X365 Portal and Email Support
- Staff provides assistance and answers all questions
- Dedicated support staff
- New/existing user training
- Free Training Refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter Module support
- Automatic upgrade of CMS modules, such as Calendar, Document Center, etc.
- Four major CMS upgrades per year
- Software and modules upgrades (automatic install)
- Server hardware and OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center Network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly Newsletters on major feature updates
- Regular webinars on CMS features and usage



Did you know?

Revize updates your Content Management System an average of 4 times per year!



Proposal

Date: 09/05/2022

Proposal ID. 2022 09-06 TSD-2

To: BOCC

From: Chad Goodhue

Intent – Decision

Topic – Requesting authority to dispose of certain outdated, non-function, unsupported, or surplus equipment.

Summary

Requesting authority to dispose of surplus equipment. Normal procedure is to move all surplus equipment to a recycling center.

Cost

\$0.00 – (Only manpower)

Funding

N/A

Alternatives Considered

N/A

Acquisition Method

Haul to recycling center

Security

N/A

Access

N/A

Benefits

N/A

*****Authority to Execute Related Agreements Sought**

Yes

Conclusion/Recommendation

Recommend hearing date be set for eventual approval for disposal – Disposal list attached

Submitted By

Disposition

___ Approved

Chad Goodhue Technology Services 09/05/2022

___ Approved with modifications

___ Needs follow up information

___ Denied

*****Authority to Execute Related Agreements**

___ Approved

___ Denied

BOCC Chairman

Date

Additional Requirements to Proposal

___ Modification

___ Follow Up

AssetTag	Manufacturer	Serial	Type
5		ViewsonicMonitor	
553			Laptop
553			Laptop
4508			4508
5041	Hewlett-Packard	JPBDS12624	Printer
5071	HP	3CQ027N77F	Monitor
5214	Hitachi		
5274		Hitachi	
5329	Hewlett-Packard	MXL325269Z	Workstation
5329		MXL325269Z	Workstation
5333	HP		Laptop
5333			Laptop
5354	Panasonic		Scanner
5375	HP	CNC5311WBR	Monitor
5383	SAM	HCLH402046	Monitor
5432			KVM Console
5436	Cisco		Switch
5439			Workstation
5439		CiscoSwitch	
5439			Workstation
5484	EPSON		Scanner
5528	HP	CN444305K2	Monitor
5540	Dell		Workstation
5540			Workstation
5548	Dell		Monitor
5555	HP LJ 600 M603	CNCCDDV059	Printer
5555		CNCCDDV059	Printer
5557	HP	3CQ122P3NH	Monitor
5561	KODAK		Scanner
5568	HP	3CQ2292505	Monitor
5600	HP	3CQ052N333	Monitor
5634			UPS
5634			UPS
5680	GETAC	RD863B0049	Laptop-MDT
5680		RD863B0049	Laptop-MDT
5681		RD863B0054	Laptop-MDT
5682	GETAC	RD863B0059	Laptop-MDT
5682		RD863B0059	Laptop-MDT
5683	GETAC	RD863B0042	Laptop-MDT
5683		RD863B0042	Laptop-MDT
5684	GETAC	RD863B0058	Laptop-MDT
5684		RD863B0058	Laptop-MDT
5685	GETAC	RD863B0056	Laptop-MDT
5685		RD863B0056	Laptop-MDT
5686	GETAC	RD863B0051	Laptop-MDT
5686		RD863B0051	Laptop-MDT
5687	GETAC	RD863B0057	Laptop-MDT

5687		RD863B0057	Laptop-MDT
5688	GETAC	RD863B0050	Laptop-MDT
5689	GETAC	RD863B0045	Laptop-MDT
5689		RD863B0045	Laptop-MDT
5690		RD863B0046	Laptop-MDT
5691	GETAC	RD863B0041	Laptop-MDT
5691		RD863B0041	Laptop-MDT
5692	GETAC	RD863B0044	Laptop-MDT
5692		RD863B0044	Laptop-MDT
5697	GETAC	RD863B0055	Laptop-MDT
5697		RD863B0055	Laptop-MDT
5702	Hewlett-Packard	MXL3512CD5	Workstation
5743	HP	CN440504BG	Monitor
5780	Hewlett-Packard	MXL4041C76	Workstation
5780		MXL4041C76	Workstation
5788	Hewlett-Packard	MXL41202SP	Workstation
5788		MXL41202SP	Workstation
5789	Hewlett-Packard	2UA4140YK3	Workstation
5789		2UA4140YK3	Workstation
5859	hp	CN43490ZZ2	Monitor
5927	HP	CNDF231880	Printer
5927		CNDF231880	Printer
5928	Kodak		Scanner
5933	Kodak		Scanner
5954	Ricoh	E165M710305	Printer - Copier Large
5954		E165M710305	Printer - Copier Large
6000	GETAC	RD863B0053	Laptop-MDT
6000		RD863B0053	Laptop-MDT
6029	HP		Workstation
6029			Workstation
6030	Hewlett-Packard	5CG4465GYD	Laptop
6030		5CG4465GYD	Laptop
6052	Lenovo		Laptop
6052			Laptop
6082	HP	CN44480K8C	Monitor
6301	Hewlett-Packard	5CG4481Z42	Laptop
6301		5CG4481Z42	Laptop
6336	GETAC	RG263B0723	Laptop-MDT
6336		RG263B0723	Laptop-MDT
6340	HP		Workstation
6340			Workstation
6360	HP	MXQ44604K5	Server
6360		MXQ44604K5	Server
6407		6CM7091158	
6501	Brother		Fax
6534	GETAC	RG463B0804	Laptop-MDT

6534		RG463B0804	Laptop-MDT
6535	GETAC	RG463B0794	Laptop-MDT
6535		RG463B0794	Laptop-MDT
6536	GETAC	RG463B0742	Laptop-MDT
6536		RG463B0742	Laptop-MDT
6537	GETAC	RG463B0757	Laptop-MDT
6537		RG463B0757	Laptop-MDT
6538	GETAC	RG463B0865	Laptop-MDT
6538		RG463B0865	Laptop-MDT
6539	GETAC	RG463B0736	Laptop-MDT
6539		RG463B0736	Laptop-MDT
6744	Samsung	" 0513HCLH405718"	Monitor
6751	xerox		Printer - Copier Large Printer - Copier Large
6751			Large
6755	GETAC	RH505B0097	Laptop-MDT
6755		RH505B0097	Laptop-MDT
6756	GETAC	RH505B0098	Laptop-MDT
6756		RH505B0098	Laptop-MDT
6806	HP	6CM835240H	Monitor
6851	Sharp		5506917500 Printer
6851			5506917500 Printer
6938	GETAC	RKC05B0320	Laptop
6938		RKC05B0320	Laptop
6939	GETAC	RKC05B0319	Laptop
6939		RKC05B0319	Laptop
7039	HP	2UA80117GN	Workstation
7039		2UA80117GN	Workstation
7043	HP	2UA80117H5	Workstation
7043		2UA80117H5	Workstation
7058	hp		Laptop
7058			Laptop
7060		5CG8230S4R	Laptop
7082	HP	MXL84613WQ	Workstation
7082		MXL84613WQ	Workstation
7083	HP	MXL84613WN	Workstation
7083		MXL84613WN	Workstation
7230	Brother	U63888E8N196883	Printer-Personal
7234	Epson	X2H8008684	Scanner
7237	Brother	U63888E8N196855	Printer-Personal
7256	HP		Laptop
7256			Laptop
7343		5CG015G36Q	Laptop
8805			8805
64-1117			Scanner
	HP COLOR LASERJET		
64-2249	4650	JPHAC22892	Printer

64-2249		JPHAC22892		Printer
64-2761				Scanner
64-3661	HP	CNBC4B00JL		Printer
64-3756			345310	Scanner
64-4004	HP	JP8LB51446		Printer
64-4004		JP8LB51446		Printer
64-4257	Hewlett-Packard	2CE0181898		Laptop
64-4257		2CE0181898		Laptop
64-4454	FUJITSU			Scanner
64-4544	Hewlett-Packard	MXL0492C08		Workstation
64-4544		MXL0492C08		Workstation
64-4553	Hewlett-Packard	MXL11626LR		Workstation
64-4553		MXL11626LR		Workstation
64-4568	Hewlett-Packard	5CB1470WYS		Laptop
64-4568		5CB1470WYS		Laptop
64-4786	AOC			Monitor
64-4793	AOC			Monitor
64-4796		ABGB3OA003537		
64-4846	AOC			Monitor
64-4966	HP			Printer
64-4966				Printer
64-4974	HP			Printer
64-4974				Printer
69-3390	EPSON			Scanner
69-4538	HP			Printer
ViewSonicserT7E		T7E		
	Fujitsu		174230	Scanner
		L13C2115C		
	HP	Q81AAHA305699		
		3CQ149CH5M		
	AOC	ACZBAOA003518		
	HP	CN44480K8T		
	NEC	44193456GA		
	HP	CNC827PL3T		
	HP	3C0149CGHC		
	HP	CNK8290TBX		
	HP	MXC90600X7		
	AOC	ACZBAOA003520		
	AOC	ABGB3OA003799		
	AOC	ABGABO1000999		
	Dell	KR0816404760202BA2N7		
	HP	2ME0216551		
	HP	2ME0216552		
	Lenovo	V-45253		
	HP	3CQ03305VZ		
	Epson	JKDY507575		Scanner
		S1DL82751B		
		FM9GA28DB009158		

ViewSonic
Epson

EX93604890
S9DY0Z1243
3C8335942
3C83241659
3C83351934
FCH1651V18A
DNI163300BK
MXL3512CD5

Workstation

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A
DATE OF PUBLIC HEARING TO
CONSIDER DECLARING CERTAIN
COUNTY PROPERTY AS SURPLUS



RESOLUTION NO. 22

WHEREAS, the Board of County Commissioners of Walla Walla County, as the county legislative authority, has received from the County Technology Services (Central Services) Department a listing of various used technology-related equipment items, which are and have been the property of the County and which are proposed to be declared surplus, said list attached as "Attachment A" and by reference herein made a part hereof; and

WHEREAS, Chad Goodhue, Technology Services Department Director, has advised that the equipment as listed is either past end of technical life, damaged, no longer supported technically, or in a condition that would cost the county more to repair than replace, and as such, he is proposing to recycle suitable items and dispose of the other items, as none are deemed to have a resale value to the county (ref: Proposal 2022 09-06 TSD); and

WHEREAS, pursuant to RCW 36.34, the Board of County Commissioners, as the county legislative authority, is required to set a date of public hearing to consider testimony for and against disposing of any County property; now therefore

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that the date of Monday, September 26, 2022, at the hour of 1:15 p.m. or as close thereto as possible, be set for a public hearing to consider declaring said County property as surplus and disposing of same, said hearing to be held in the County Commissioners' meeting room, Walla Walla County Public Health and Legislative Building, 314 West Main, Walla Walla, Washington. Remote Public Participation and testimony will be allowed via Webex and telephone.

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

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

BE IT FURTHER RESOLVED that the Clerk of the Board of Walla Walla County Commissioners shall give notice of said hearing in the manner prescribed by law.

Passed this 6th day of September, 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*

“Attachment A”

Asset Tag	Manufacturer	Serial	Type
5		ViewsonicMonitor	
553			Laptop
553			Laptop
4508		4508	
5041	Hewlett-Packard	JPBDS12624	Printer
5071	HP	3CQ027N77F	Monitor
5214	Hitachi		
5274		Hitachi	
5329	Hewlett-Packard	MXL325269Z	Workstation
5329		MXL325269Z	Workstation
5333	HP		Laptop
5333			Laptop
5354	Panasonic		Scanner
5375	HP	CNC5311WBR	Monitor
5383	SAM	HCLH402046	Monitor
5432			KVM Console
5436	Cisco		Switch
5439			Workstation
5439		CiscoSwitch	
5439			Workstation
5484	EPSON		Scanner
5528	HP	CN444305K2	Monitor
5540	Dell		Workstation
5540			Workstation
5548	Dell		Monitor
5555	HP LJ 600 M603	CNCCDDV059	Printer
5555		CNCCDDV059	Printer
5557	HP	3CQ122P3NH	Monitor
5561	KODAK		Scanner
5568	HP	3CQ2292505	Monitor
5600	HP	3CQ052N333	Monitor
5634			UPS
5634			UPS
5680	GETAC	RD863B0049	Laptop-MDT
5680		RD863B0049	Laptop-MDT
5681		RD863B0054	Laptop-MDT
5682	GETAC	RD863B0059	Laptop-MDT
5682		RD863B0059	Laptop-MDT
5683	GETAC	RD863B0042	Laptop-MDT
5683		RD863B0042	Laptop-MDT
5684	GETAC	RD863B0058	Laptop-MDT
5684		RD863B0058	Laptop-MDT
5685	GETAC	RD863B0056	Laptop-MDT
5685		RD863B0056	Laptop-MDT

5686	GETAC	RD863B0051	Laptop-MDT
5686		RD863B0051	Laptop-MDT
5687	GETAC	RD863B0057	Laptop-MDT
5687		RD863B0057	Laptop-MDT
5688	GETAC	RD863B0050	Laptop-MDT
5689	GETAC	RD863B0045	Laptop-MDT
5689		RD863B0045	Laptop-MDT
5690		RD863B0046	Laptop-MDT
5691	GETAC	RD863B0041	Laptop-MDT
5691		RD863B0041	Laptop-MDT
5692	GETAC	RD863B0044	Laptop-MDT
5692		RD863B0044	Laptop-MDT
5697	GETAC	RD863B0055	Laptop-MDT
5697		RD863B0055	Laptop-MDT
5702	Hewlett-Packard	MXL3512CD5	Workstation
5743	HP	CN440504BG	Monitor
5780	Hewlett-Packard	MXL4041C76	Workstation
5780		MXL4041C76	Workstation
5788	Hewlett-Packard	MXL412025P	Workstation
5788		MXL412025P	Workstation
5789	Hewlett-Packard	2UA4140YK3	Workstation
5789		2UA4140YK3	Workstation
5859	hp	CN43490ZZ2	Monitor
5927	HP	CNDF231880	Printer
5927		CNDF231880	Printer
5928	Kodak		Scanner
5933	Kodak		Scanner
5954	Ricoh	E165M710305	Printer - Copier Large
5954		E165M710305	Printer - Copier Large
6000	GETAC	RD863B0053	Laptop-MDT
6000		RD863B0053	Laptop-MDT
6029	HP		Workstation
6029			Workstation
6030	Hewlett-Packard	5CG4465GYD	Laptop
6030		5CG4465GYD	Laptop
6052	Lenovo		Laptop
6052			Laptop
6082	HP	CN44480K8C	Monitor
6301	Hewlett-Packard	5CG4481Z42	Laptop
6301		5CG4481Z42	Laptop
6336	GETAC	RG263B0723	Laptop-MDT
6336		RG263B0723	Laptop-MDT
6340	HP		Workstation
6340			Workstation
6360	HP	MXQ44604K5	Server
6360		MXQ44604K5	Server

6407		6CM7091158	
6501	Brother		Fax
6534	GETAC	RG463B0804	Laptop-MDT
6534		RG463B0804	Laptop-MDT
6535	GETAC	RG463B0794	Laptop-MDT
6535		RG463B0794	Laptop-MDT
6536	GETAC	RG463B0742	Laptop-MDT
6536		RG463B0742	Laptop-MDT
6537	GETAC	RG463B0757	Laptop-MDT
6537		RG463B0757	Laptop-MDT
6538	GETAC	RG463B0865	Laptop-MDT
6538		RG463B0865	Laptop-MDT
6539	GETAC	RG463B0736	Laptop-MDT
6539		RG463B0736	Laptop-MDT
6744	Samsung	" 0513HCLH405718"	Monitor
6751	xerox		Printer - Copier Large
6751			Printer - Copier Large
6755	GETAC	RH505B0097	Laptop-MDT
6755		RH505B0097	Laptop-MDT
6756	GETAC	RH505B0098	Laptop-MDT
6756		RH505B0098	Laptop-MDT
6806	HP	6CM835240H	Monitor
6851	Sharp	5506917500	Printer
6851		5506917500	Printer
6938	GETAC	RKC05B0320	Laptop
6938		RKC05B0320	Laptop
6939	GETAC	RKC05B0319	Laptop
6939		RKC05B0319	Laptop
7039	HP	2UA80117GN	Workstation
7039		2UA80117GN	Workstation
7043	HP	2UA80117H5	Workstation
7043		2UA80117H5	Workstation
7058	hp		Laptop
7058			Laptop
7060		5CG8230S4R	Laptop
7082	HP	MXL84613WQ	Workstation
7082		MXL84613WQ	Workstation
7083	HP	MXL84613WN	Workstation
7083		MXL84613WN	Workstation
7230	Brother	U63888E8N196883	Printer-Personal
7234	Epson	X2H8008684	Scanner
7237	Brother	U63888E8N196855	Printer-Personal
7256	HP		Laptop
7256			Laptop
7343		5CG015G36Q	Laptop
8805		8805	

64-1117			Scanner
64-2249	HP COLOR LASERJET 4650	JPHAC22892	Printer
64-2249		JPHAC22892	Printer
64-2761			Scanner
64-3661	HP	CNBC4B00JL	Printer
64-3756		345310	Scanner
64-4004	HP	JP8LB51446	Printer
64-4004		JP8LB51446	Printer
64-4257	Hewlett-Packard	2CE0181898	Laptop
64-4257		2CE0181898	Laptop
64-4454	FUJITSU		Scanner
64-4544	Hewlett-Packard	MXL0492C08	Workstation
64-4544		MXL0492C08	Workstation
64-4553	Hewlett-Packard	MXL11626LR	Workstation
64-4553		MXL11626LR	Workstation
64-4568	Hewlett-Packard	5CB1470WYS	Laptop
64-4568		5CB1470WYS	Laptop
64-4786	AOC		Monitor
64-4793	AOC		Monitor
64-4796		ABGB3OA003537	
64-4846	AOC		Monitor
64-4966	HP		Printer
64-4966			Printer
64-4974	HP		Printer
64-4974			Printer
69-3390	EPSON		Scanner
69-4538	HP		Printer
ViewSonicserT7E		T7E	
	Fujitsu	174230	Scanner
		L13C2115C	
	HP	Q81AAHA305699	
		3CQ149CH5M	
	AOC	ACZBAOA003518	
	HP	CN44480K8T	
	NEC	44193456GA	
	HP	CNC827PL3T	
	HP	3C0149CGHC	
	HP	CNK8290TBX	
	HP	MXC90600X7	
	AOC	ACZBAOA003520	
	AOC	ABGB3OA003799	
	AOC	ABGABO1000999	
	Dell	KR0816404760202BA2N7	
	HP	2ME0216551	
	HP	2ME0216552	
	Lenovo	V-45253	

	HP	3CQ03305VZ	
	Epson	JKDY507575	Scanner
		S1DL82751B	
		FM9GA28DB009158	
	ViewSonic	EX93604890	
	Epson	S9DY0Z1243	
		3C8335942	
		3C83241659	
		3C83351934	
		FCH1651V18A	
		DNI163300BK	
		MXL3512CD5	Workstation



WALLA WALLA COUNTY
Technology Services Department

Chad R Goodhue | Technology Services Director |

315 W. Main Street, Rm 102 - Walla Walla, Washington 99362
(509) 524-2590
egoodhue@co.walla-walla.wa.us

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

September 6th, 2022

To: **Walla Walla County Board of Commissioners**

Re: Technology Services Update

Issues/Information for the Board.

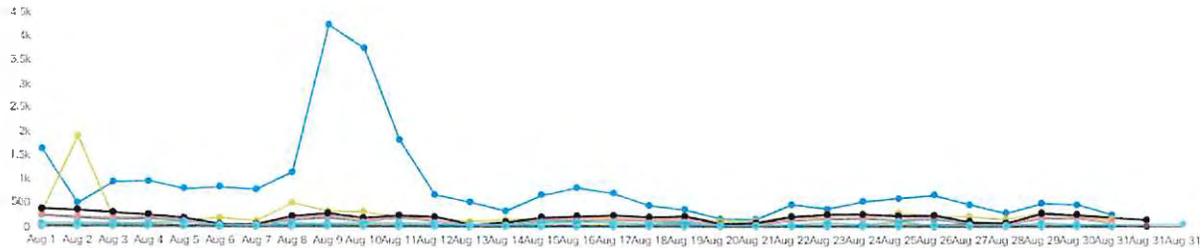
- List of current projects and activities:

<ul style="list-style-type: none">▪ Copiers –▪ All of the outstanding copiers have arrived and will be delivered during the week of the 6th of September
<ul style="list-style-type: none">▪ Data Center▪ TS will begin network migration to the new data center on the 13th of September▪ TS will begin server migration to the new data center on the 14th of September
<ul style="list-style-type: none">▪ GIS▪ Dashboard demo
<ul style="list-style-type: none">▪ Courthouse –▪ Data Center UPS and HVAC have successfully completed startup and will be ready for the services migration
<ul style="list-style-type: none">▪ Community Health Department –▪ Updating CHD websites to new revize pages
<ul style="list-style-type: none">▪ Community Development▪ We have been working with Lauren’s team on rebooting the Community Development deployment, primarily around GIS connectivity
<ul style="list-style-type: none">▪ County Fairgrounds▪ Sign printing, computer support, wireless support for all things fair related
<ul style="list-style-type: none">▪ FMS Replacement▪ The committee has met and identified what we want to see▪ Tyler Munis will be onsite the 20th and 21st of September to provide a demonstration of the ERP offering▪ Unit4 – another ERP solution that we will be demoing their solution in the coming weeks▪ Workday ERP has responded to our request for a demo stating that they are likely to large of a solution for a County our size.▪ Central Square ERP would like to provide a demo of their solution in mid to late October

Current

Threat Detection Summary

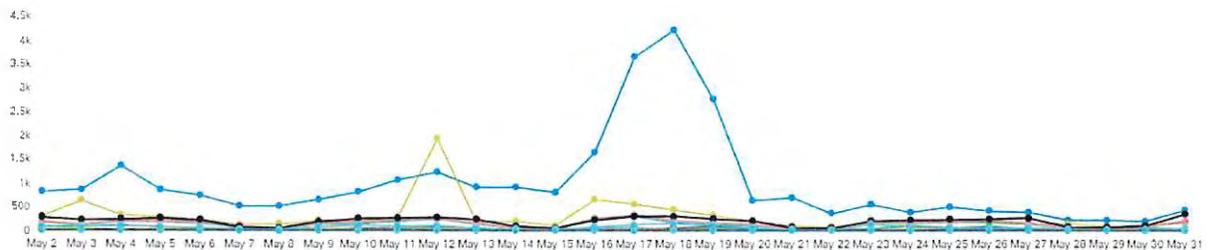
All Categories	27.3k	8714	8197	6038	1732
	Reputation Filtering	Spam Detection	Email Spoofing	Scam and Phishing Attempts	Attachment and Malware Detection



Previous Month

Threat Detection Summary

All Categories	30.7k	9270	8708	5799	1966
	Reputation Filtering	Spam Detection	Email Spoofing	Scam and Phishing Attempts	Attachment and Malware Detection



Components (Main infrastructure) Security –

- Phishing and County awareness

Hardware

Other Projects

- OnBase
- Contracts
- Inventory – TS will have another surplus list to bring before the BOCC before the next TS update

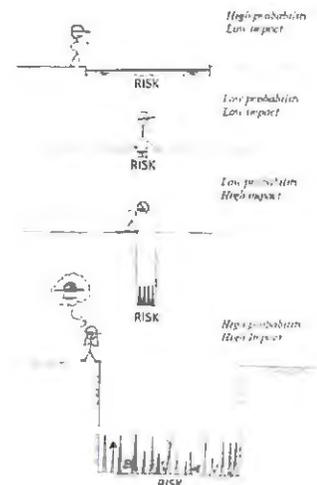
Next Request Portal Information

YTD 2022= 702

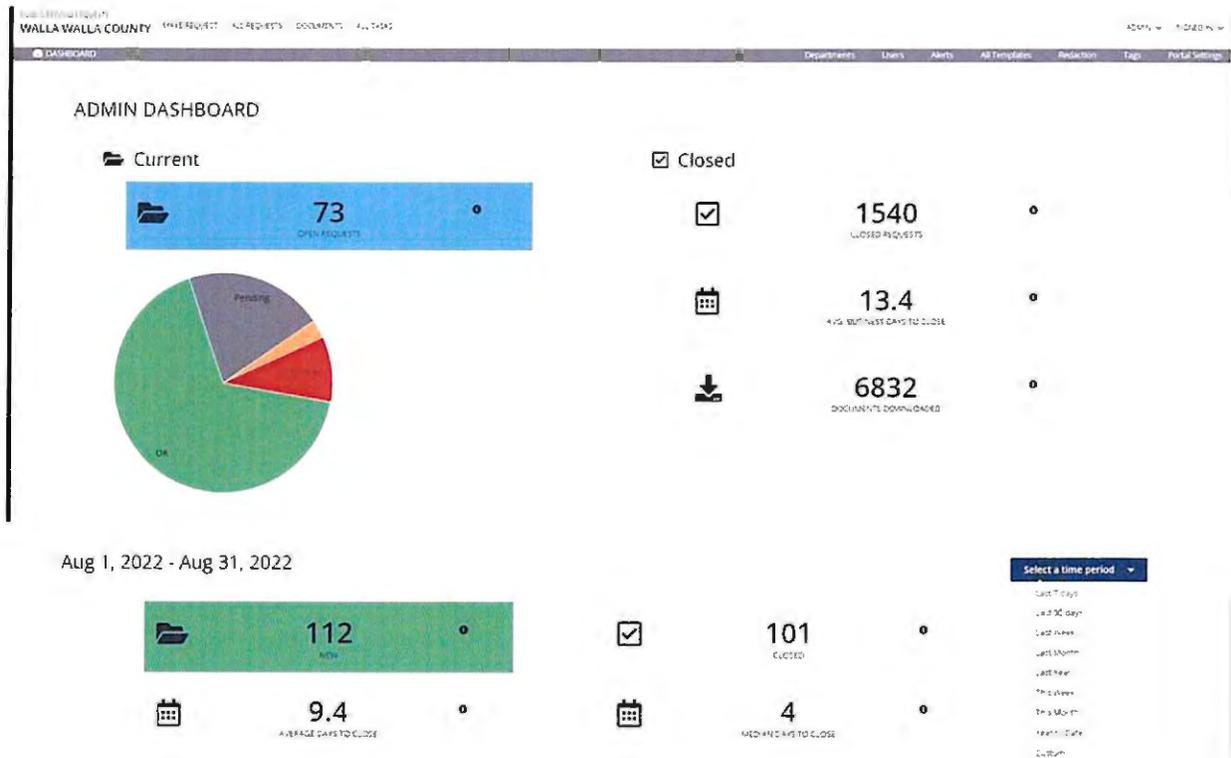
LYTD 2021= 225

New requests for the month: 112

Requests closed for the month: 107



Current



- GIS data, SO requests are up (65), Community Development is seeing an uptick, Auditor's elections (more than ever regarding ballot processing etc.)

Definitions

ESG – Email Security Gateway

DMS – Document Management System (OnBase)

OCIO = Office of the Chief Information Officer

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

JLARC=Joint Legislative Audit and Review Committee

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

API = Application Program Interface

CJIS = Criminal Justice System Information Systems

PRO=Public Records Officer

NDA=Non-disclosure agreement

EOL=End of Life

WiFi=Wireless network connectivity (Wireless Fidelity)

FTP = File Transfer Protocol (file transfer server)

ADA=Americans with Disabilities Act

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

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

11:00 FACILITIES MAINTENANCE

Robert Henry

a) Action Agenda Items:

- 1) Proposal 2022 09-06 Maint-1 Approval of creating an Assistant Director of Facilities Maintenance position
- 2) Proposal 2022 09-06 Maint-2 Approval of addition of one Facilities Maintenance Technician Position

b) Department update and miscellaneous



Proposal

Date: Sept 6th 2022

Proposal ID. 2022 09-06 Maint-1

To: BOCC

From: Robert Henry

Intent – Decision to approve creation of a new Assistant Director of Facilities Maintenance Position

Description

Topic – Creation of new Assistant Director of Facilities Maintenance Position

Summary

In an effort to ensure proper supervision of the Facilities Department during the transition of the Director position and to provide better services for county buildings, and county employees, I would like to recommend the creation of an Assistant Director of Facilities Maintenance position. This position would assist the Facilities Maintenance Manager in overseeing day to day operation of the facilities staff, allowing more time for the Facilities Maintenance Manager to prioritize large construction projects, and grant applications to reduce costs of future construction and renovations.

Cost

The cost to fund the position will be determined by working with HR in the creation of the position description.

Funding

Current Expense

Benefits: See summary

Conclusion/Recommendation

Recommend approval to create an Assistant Director of Facilities Maintenance and determine cost to fund the position.

Submitted By

Disposition

Approved

Robert Henry Facilities Sept 6th 2022

Approved with modifications

Name Department Date

Needs follow up information

Denied

BOCC Chairman

Date

Additional Requirements to Proposal

Modification

Follow Up



Proposal

Date: Aug 30th 2022

Proposal ID. 2022 09-06 Maint-2

To: BOCC

From: Robert Henry

Intent – Decision to approve addition of one Facilities Maintenance Technician Position

Topic – Additional Facilities Maintenance Technician Position

Summary

In order to expand the services provided by the facilities department I am requesting the addition of one (1) facilities building technician position.

Currently large projects such as preparation for the Old Jail Renovation, surplus sales, or small office remodels are possible for the facilities department, but at times can stretch the effectiveness of the department. An additional maintenance technician position would provide additional manpower for facilities department to ensure that there is coverage of work while handling these kinds of projects in house. The additional position will give the facilities department the flexibility to increase preventative maintenance, which will reduce equipment failure and catch small problems before they turn into larger problems. This will also help increase Facilities capacity for small projects, which will reduce costs of having to contract for work, and will increase coverage for personal time off for the counties building and maintenance technicians.

Cost

A Facilities Maintenance Technician starts at Grade 3 Step 1 \$19.78/hour, or \$41,148 annually.

Total payroll cost of additional position would be \$65,980

	Cost
Salary	\$41,148.00
Medical	\$17,400.00
Social Security	\$3,147.82
Retirement	\$4,217.67
PFML	\$66.25
Total	\$65,979.74

Funding

Current Expense

Alternatives Considered

N/A

Acquisition Method

N/A

Benefits

Expansion of facilities services as listed in the summary.

Conclusion/Recommendation

Recommend approval of additional Facilities Maintenance Technician position.

Submitted By

Disposition

Robert Henry Facilities Aug 30th 2022

Name Department Date

Approved

Approved with modifications

Needs follow up information

Denied

BOCC Chairman

Date

Additional Requirements to Proposal

Modification

Follow Up

Walla Walla County Facilities Department

310 W Poplar St, Walla Walla, WA 99362

Update September 6th, 2022

Maintenance:

- Electrical problem with the courthouse irrigation pump was fixed restoring water to the courthouse lawn.
- Some HVAC filter changes were completed ahead of schedule due to high amounts of dust and pollen in the air

Custodial

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

Grounds

- Grounds team is continuing to work on the sprinkler system.
- Trimming of grass, bushes and trees is continuing with extra care taken for working in the extreme heat.

Facilities:

- Electric transfers are mostly on hold until completion of the server room transfer. Some work will continue during the next couple weeks to continue to prepare.
- Old Jail DEMO work is continuing. Structural engineering has met with McKinstry and have been asked to review a second option for the structural changes to the building.
- Server room renovation is nearing completion. HVAC is running, Electrical is running, data transfer are slated to start this month with a full changeover to begin in October.

11:15 COUNTY SHERIFF

Mark Crider

a) Office update and miscellaneous

11:30 JOINT FINANCIAL UPDATE

**Karen Martin
Gordon Heimbigner**

- a) 2022 budget report

11:45 COUNTY COMMISSIONERS

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

12:00 RECESS

1:30 PUBLIC WORKS DEPARTMENT

Tony Garcia

a) Consent Agenda Items:

- 1) Resolution – Setting a hearing date for the Annual Construction Program
- 2) Resolution – Use of County Roads for the Walla Walla Grit Bicycle Ride

b) Department update and miscellaneous

BOARD OF COUNTY COMMISSIONERS
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF SETTING A
HEARING TO CONSIDER THE
ANNUAL CONSTRUCTION
PROGRAM FOR 2023



RESOLUTION NO. **22**

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that a hearing to consider the Walla Walla County 2023 Annual Construction Program be set for 1:30 P.M., Monday, September 26, 2022 or as soon thereafter as possible in the Walla Walla County Commissioners' Chambers, County Public Health and Legislative Building, located at 314 West Main Street, Walla Walla, Washington. Remote Public Participation and testimony will be allowed via Webex and telephone.

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

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

Passed this 6th day of September, 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 USE OF
COUNTY ROADS FOR THE
WALLA WALLA GRIT BICYCLE
RIDE

}

RESOLUTION NO. **22**

WHEREAS, the Allegro Cyclery is hosting the Walla Walla Grit Bicycle Ride to promote positive, healthy activities; and

WHEREAS, said event will be held on Sunday, September 11, 2022, beginning at 6:00 a.m. and ending around 4:00 p.m.; and

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

WHEREAS, the event organizers shall provide traffic control and signage in accordance with the approved Special Event Permit; and

WHEREAS, the event organizers included Walla Walla County in their registration/release waiver; and

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

BE IT HEREBY RESOLVED by this Board of Walla Walla County Commissioners that permission be granted to organizers to use the following County roads: Isaacs Avenue, Mill Creek Road, Five Mile Road, and Foster Road on Sunday, September 11, 2022.

Passed this 6th day of September, 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 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: 30 August 2022

Re: Director's Report for the Week of 29 August 2022

Board Action: 6 September 2022

Consent Agenda Items:

**In the Matter of Setting a Hearing Date for the Annual Construction Program
In the Matter of Use of County Roads for the Walla Walla Grit Bicycle Ride**

ENGINEERING:

- Mill Creek Road MP 1.1 to MP 3.96: Contractor will pave first section this week, from beginning of project to Buroker Road.
- Wallula/Gose Street: Working on specs and bid package.
- Lyons Ferry Road: Working on survey.
- Abbott Road Sidewalk: Contractor is working on tree removal and sidewalk prep.
- Seven Mile Bridge: Small works project for riprap placement is out for bid. Bids due September 8th.

MAINTENANCE/FLEET MANAGEMENT:

- North Crew – Blading roads, clearing culverts and riprap repair in certain areas.
- South Crew – Blading roads and scrubbing Area 7 for Chip Seal next year.
- Vegetation & Signs – Routine sign maintenance, brush cutting and vegetation spraying.
- Garage – Routine services and repairs.

ADMINISTRATION:

- Conducted our weekly Road Operations, Engineering, and Staff Meetings.
- Conducted our Finance Review meeting.
- Finalizing quarterly counseling departmentwide.
- Attended our monthly Benton Franklin Council of Governments (BFCG) Technical Advisory Committee (TAC) meeting.

a) Action Agenda Items:

- 1) Proposal 2022 09-06 DCH-1 Approval to hire Population Health (nurse) and Environmental Health managers within full range
- 2) Proposal 2022 09-06 DCH-2 Approval to hire additional Senior Office Assistant for Finance/Administrative Team
- 3) Execute Continuum of Care Program (CDFA# 14.267) Grant Agreement No WA0093LOT012114 between United States Department of Housing and Urban Development (HUD) and Walla Walla County

b) Department update and miscellaneous



Proposal

Date: August 24, 2022

Proposal ID: 2022 09-06 DCH-1

To: BOCC

From: Nancy Wenzel
Administrative Director

Intent: Gain Approval for Hiring Managers (Population Health (Nurse) and Environmental Health) within Full Range

Topic: Hiring Managers

Summary

Department of Community Health is actively recruiting for two manager positions—Population Health (nurse) and Environmental Health. We would like approval to work with Human Resources to have the ability to offer the positions within the entire step of their appropriate range. We are competing with many agencies that can make an offer faster than we can because I must take any offer above mid-range to the Board of County Commissioners.

Cost

Varies

Funding

Foundational Public Health, Fees and Grants

Risk

N/A

Benefits

The ability to maneuver quickly to make a solid offer to a qualified applicant will be extremely beneficial.

Conclusion/Recommendation

Recommend the BOCC approve DCH ability to offer manager positions at full range with Human Resources guidance and approval.

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



Proposal

Date: August 24, 2022

Proposal ID: 2022 09-06 DCH-2

To: BOCC

From: Nancy Wenzel
Administrative Director

Intent: Approval to hire an Additional Senior Office Assistant for Finance/Administrative Team

Topic: Hire an Additional Senior Office Assistant

Summary

Department of Community Health is currently recruiting for a Senior Office Assistant for our finance/administrative team. We would like permission to hire a second Senior Office Assistant to assist with additional workload. Environmental Health (EH) inspection staff has been managing their own administrative duties for the last several years. As the EH inspection staff will be having more mandates for septic, food and emerging issues their workload is increasing but they are spending a significant amount of their time answering questions, mailing applications and managing yearly renewals. I would like to have the EH inspection staff in the field doing the work an office staff can't perform since we are short staffed in EH. An additional office staff would: assist in onboarding new EH software, mailing applications, updating website, managing of applications for temporary events, etc. In addition, we would cross train this staff in vital records and other routine office duties for succession planning. Administrative staff would be able to assist the Administrative Director on additional items to include completing tasks that have been on hold (records management, small and attractive inventory).

Cost \$70,000

Funding

Foundational Public Health

Risk

N/A

Benefits:

This will help EH staff have time to focus on their increasing workload and have more time for field work and also assist the Director with other tasks that have been on hold.

Conclusion/Recommendation

Recommend the BOCC approve an additional Senior Office Assistant for Department of Community Health.

Submitted By			Disposition	
Nancy Wenzel, DCH			<input type="checkbox"/> Approved	
Name	Department	Date	<input type="checkbox"/> Approved with modifications	
<hr/>			<input type="checkbox"/> Needs follow up information	
Name	Department	Date	<input type="checkbox"/> Denied	
<hr/>			<hr/>	
			BOCC Chairman	Date

Additional Requirements to Proposal

Modification

Follow Up



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
909 First Avenue
Suite 200
Seattle, WA 98104

Grant Number: WA0093L0T012114
Tax ID Number: 91-6001381
Unique Entity Identifier [SAM]: YVK1PH2ZKGL3

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Walla Walla County (the “Recipient”).

This Agreement, the use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the operation of projects assisted with Grant Funds are governed by

1. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
2. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
3. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation authorized by this grant agreement is \$75,998, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Budget Period	Total Amount
WA0093L0T012114	12 months	07-01-2022 - 06-30-2023	07-01-2022 - 06-30-2023	\$75,998
a. Continuum of Care planning activities				\$0
b. Acquisition				\$0
c. Rehabilitation				\$0
d. New construction				\$0
e. Leasing				\$0
f. Rental assistance				\$0
g. Supportive services				\$44,750
h. Operating costs				\$28,080
i. Homeless Management Information System				\$0
j. Administrative costs				\$3,168
k. Relocation Costs				\$0
l. HPC homelessness prevention activities:				
Housing relocation and stabilization services				\$0
Short-term and medium-term rental assistance				\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:

Carma E Reed

(Signature)

Carma Reed, Acting CPD Director

(Typed Name and Title)

August 26, 2022

(Date)

RECIPIENT

Walla Walla County

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

2:00 HUMAN RESOURCES/RISK MANAGER

Josh Griffith

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
 - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
 - 1) Proposal 2022 09-06 HR/RM Approval to decrease liability deductible to \$25,000 from \$50,000 for 2022-2023
- 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))



Proposal

Date: September 6, 2022

Proposal ID#: 2022 09-06 HR/RM

To: BOCC

From: Joshua Griffith, HR/Risk Manager

Action Item: Approval to Decrease Liability Deductible to \$25,000 from \$50,000 for 2022-2023

Summary: With an increase of litigation across the country, it is proposed that Walla Walla County liability coverage change from a \$50,000 to a \$25,000 deductible. By going from a \$50,000 to \$25,000 deductible, WWCO will be spending about \$33,000 more, but with a possible increase in claims it is reasoned that the County will save money in the long term.

Table 1

	2021-2022 \$50k Deductible	2022-2023 \$25k Deductible	2022-2023 \$50k Deductible	2022-2023 \$100k Deductible
Liability	\$ 486,443.00	\$ 781,185.00	\$ 748,026.00	\$ 702,045.00
Property	\$ 111,222.00	\$ 139,897.00	\$ 139,897.00	\$ 139,897.00
Cyber	\$ 20,759.00	\$ 24,288.00	\$ 24,288.00	\$ 24,288.00
Terrorism	\$ 1,577.00	\$ 1,577.00	\$ 1,577.00	\$ 1,577.00
Crime	\$ -	\$ 1,031.00	\$ 1,031.00	\$ 1,031.00
Total	\$ 620,001.00	\$ 947,978.00	\$ 914,819.00	\$ 868,838.00

Background: With an increased litigation and claims the WCRP has increased its premiums. Walla Walla County's Current liability premium is \$486,443 with a \$50,000 deductible. After review of claims since 2015 and the national trend of increased claims and litigation the \$25,000 deductible would save the County money in the long run. If adopted, the new rate will take effect October 2022 and all new liability claims received on or after October 2022 will be under the new deductible. (Walla Walla County has different deductibles for its other policies).

The County has not received final costs for its 5 million excess of 20 million liability policy yet. It is estimated that the cost will be 26 percent higher for the 2022-2023 policy than for last year's excess policy.

The Cost Allocation is on Attachment 1; however it does not include the 2021-2022 excess insurance policy costs.

Cost: \$947,978.00 (plus additional 5 million excess policy)

Conclusion/Recommendation: It is recommended that the County proceed with the \$25,000 liability policy deductible.

Submitted By:

Disposition

Name

___ Accepted ___ Not Accepted

Josh Griffith

HR/Risk Management

Signed:

BOCC Chairman

Date

Attachment 1

	2021-2022	2022-2023	2022-2023	2022-2023
Department	Total for Department	\$25k Deductible	\$50k Deductible	\$100k Deductible
Agriculturist-WSU	\$ 3,201.60	\$ 4,211.70	\$ 4,038.88	\$ 3,799.23
Assessor	\$ 19,258.74	\$ 33,451.86	\$ 32,079.19	\$ 30,175.73
Auditor, Elections, Voter Reg	\$ 17,035.19	\$ 31,163.31	\$ 29,884.55	\$ 28,111.31
Board of Equalization	\$ 21.60	\$ 183.25	\$ 175.73	\$ 165.30
Clerk	\$ 11,668.90	\$ 18,146.32	\$ 17,401.69	\$ 16,369.14
Commissioners/Personnel/Risk Mgmt	\$ 12,577.09	\$ 16,389.92	\$ 15,717.37	\$ 14,784.76
Planning Commission	\$ -			
Planning Waste Mgmt	\$ 12,314.50	\$ 23,384.90	\$ 22,425.32	\$ 21,094.68
Treasurer	\$ 8,997.42	\$ 13,983.86	\$ 13,410.04	\$ 12,614.34
Coroner	\$ 3,404.11	\$ 4,676.64	\$ 4,484.74	\$ 4,218.63
District Court	\$ 17,878.69	\$ 38,728.85	\$ 37,139.64	\$ 34,935.91
Facilities Maintenance	\$ 8,850.41	\$ 17,395.53	\$ 16,681.72	\$ 15,691.88
Prosecuting Attorney, Chld Sup, Crim/Vic	\$ 27,558.29	\$ 39,767.33	\$ 38,135.50	\$ 35,872.68
Sheriff - Deputies	\$ 49,346.63	\$ 69,007.57	\$ 66,175.90	\$ 62,249.27
Corrections	\$ 38,351.42	\$ 51,104.24	\$ 49,007.21	\$ 46,099.31
Sheriff - Office	\$ 13,124.11	\$ 17,491.59	\$ 16,773.84	\$ 15,778.54
Superior Court	\$ 4,818.93	\$ 5,906.34	\$ 5,663.97	\$ 5,327.89
Temporary Election Workers	\$ 1,413.58	\$ 436.03	\$ 418.14	\$ 393.33
Temporary Fair Workers		\$ 261.24	\$ 250.52	\$ 235.65
Property	\$ 64,731.20	\$ 83,938.20	\$ 83,938.20	\$ 83,938.20
Current Expense Total	\$ 314,552.41	\$ 469,628.68	\$ 453,802.15	\$ 431,855.78
Juvenile Justice Ctr	\$ 50,097.36	\$ 73,878.84	\$ 70,847.28	\$ 66,643.47
Technology Services	\$ 11,919.49	\$ 24,367.07	\$ 23,367.19	\$ 21,980.67
County Road	\$ 91,394.60	\$ 137,371.40	\$ 131,734.47	\$ 123,917.83
Emergency Medical Services	\$ 3,328.51	\$ 4,655.91	\$ 4,464.86	\$ 4,199.93
Emergency Management	\$ 3,662.66	\$ 4,552.11	\$ 4,365.31	\$ 4,106.29
Fair	\$ 34,373.17	\$ 12,934.95	\$ 12,404.17	\$ 11,668.15
Human Services	\$ 6,707.34			
Community Health	\$ 45,372.60	\$ 67,660.53	\$ 64,884.13	\$ 61,034.14
Weed Control	\$ 509.45			
Property	\$ 46,490.80	\$ 55,958.80	\$ 55,958.80	\$ 55,958.80
Other Departments	\$ 244,395.10	\$ 381,379.61	\$ 368,026.21	\$ 349,503.28
Other Insurance	\$ 61,053.48	\$ 96,969.71	\$ 92,990.64	\$ 87,473.00
Total	\$ 620,001.00	\$ 947,978.00	\$ 914,819.00	\$ 868,838.06

2:15 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))

2:30 COUNTY COMMISSIONERS

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.