

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, JANUARY 9, 2023**

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**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](mailto:wwcocommissioners@co.walla-walla.wa.us).**

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

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

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

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

**Chairman Mayberry**

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) Declarations re: conflict of interest
- d) Approval of agenda
- e) Pledge of Allegiance
- f) Public comment period (time limitations may be imposed)
- g) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review vouchers/warrants/electronic payments
- h) **Consent Agenda Items:**
  - 1) Resolution – Minutes of County Commissioners' proceedings for January 3 and 4, 2023
  - 2) Resolution – Setting a hearing date to consider adopting an ordinance relating to compost procurement requirements for Walla Walla County
  - 3) Resolution – Cancelling County Commissioners' Sessions for January 23 and 24, 2023 and January 30 and 31, 2023
  - 4) Resolution – Appointment of Brett Weisner to the Touchet-Lowden Mosquito Control District Board of Trustees
  - 5) Payroll action and other forms requiring Board approval
- i) **Action Items:**
  - 1) County vouchers/warrants/electronic payments as follows: \_\_\_\_\_ through \_\_\_\_\_ totaling \$\_\_\_\_\_; \_\_\_\_\_ through \_\_\_\_\_ totaling \$\_\_\_\_\_ (travel)
  - 2) Execute Project – Walla Walla Fairground Asphalt and Fence: Change Order 01 from S&K Mountain Construction Inc for Walla Walla County Fairgrounds

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

IN THE MATTER OF SETTING A  
HEARING DATE TO CONSIDER  
ADOPTING AN ORDINANCE  
RELATING TO COMPOST  
PROCUREMENT  
REQUIREMENTS FOR WALLA  
WALLA COUNTY



RESOLUTION NO. **23**

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that a hearing to consider adopting an ordinance related to compost procurement requirements for Walla Walla County due to the passage of Engrossed Second Substitute House Bill (ESSHB) 1799 be set for 1:15 P.M., Monday, January 17, 2023 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 9<sup>th</sup> day of **January, 2023** 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

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

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

\_\_\_\_\_  
Gunner Fullmer, 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 CANCELLING  
COUNTY COMMISSIONERS'  
SESSIONS OF JANUARY 23  
AND 24, 2023 AND JANUARY  
30 AND 31, 2023

}

**RESOLUTION NO. 23**

**WHEREAS**, due to unforeseen scheduling conflicts, it has been determined that there will not be a quorum of the Board of County Commissioners available for the regular Commissioners' meetings that would be held on January 23 and 24, 2023 and January 30 and 31, 2023; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the regularly scheduled Board meetings on January 23 and 24, 2023 and January 30 and 31, 2023 be cancelled.

**BE IT FURTHER RESOLVED** that the next regular meeting of the Board will be held on February 6, 2023.

*Passed this 9<sup>th</sup> day of January, 2023 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

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

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

\_\_\_\_\_  
Gunner Fulmer, 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 APPOINTMENT  
OF BRETT WEISNER TO THE  
TOUCHET-LOWDEN MOSQUITO  
CONTROL DISTRICT BOARD OF  
TRUSTEES

}

RESOLUTION NO. **23**

**WHEREAS**, effective December 8, 2022, Darren Goble resigned from the Touchet-Lowden Mosquito Control District Board of Trustees; and

**WHEREAS**, pursuant to RCW 17.28.130, vacancies on the Board of Trustees of the Touchet-Lowden Mosquito Control District are to be filled by appointment by the Board of County Commissioners; and

**WHEREAS**, the Board of Trustees of the Touchet-Lowden Mosquito Control District has recommended Brett Weisner to fill said vacancy; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby appoint Alisha Scholz to the Touchet-Lowden Mosquito Control District Board of Trustees.

**BE IT FURTHER RESOLVED** that the term of said appointment shall be January 1, 2023 through December 31, 2024.

Passed this 9<sup>th</sup> day of **January, 2023** 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

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

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

\_\_\_\_\_  
Gunner Fulmer, Commissioner, District 3

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





## TOUCHET – LOWDEN MOSQUITO CONTROL DISTRICT

P.O. Box 173, Touchet, WA 99360 ~ 509-386-0313 message



December 8, 2022

The Touchet-Lowden Mosquito District respectfully writes to inform that Darren Goble has decided to step down from the Touchet-Lowden Mosquito Board, the board also requests Brett Weisner be elected to Touchet-Lowden Mosquito Board. The Touchet-Lowden Mosquito Board is in Favor of this.

Respectfully,  
The Touchet Lowden Mosquito District Board

President:

Trustee:

Trustee:

Trustee:

Trustee/Secretary:

### Change Order Calculation

S&K Mountain Construction, Inc. 618 Industrial Ct  
Walla Walla, Wa. 99362 (509)525-0739  
WA Lic.# SKMOUKM920C6

### Project-Walla Walla Fairground Asphalt and Fence: Change Order 01

Project proposal stated the square footage of asphalt being installed was approximately 24,000 sqft. The Actual asphalt that had to be installed to complete this project was agreed at 27,464 sqft.

#### Subcontractor Costs

ACTUAL SQUARE FOOTAGE COST 27,464 SQFT	\$	129,565.12
CONTRACT PRICE FOR 24,000 SQFT	\$	117,247.20

DIFFERENCE IN BID VS. ACTUAL	\$	12,317.92
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Subcontractor Total	Change \$	12,317.92
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S&K Labor

Labor

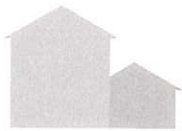
S&K Materials

Material

Subtotal	Subtotal	\$	12,317.92
Subtotal	15%	\$	1,847.69
S&K Insurance	1%	\$	123.18
	<b>TOTAL</b>	\$	<b>14,288.79</b>

\*\* S&K Mountain Construction has agreed to be compensated by 50% of proposed price in the amount of \$7,144.40.\*\*

 12/29/2022  
Sean Mountain, President

**S & K Mountain Construction Inc**618 Industrial Ct  
Walla Walla WA 99362  
(509) 525-0739

License: SKMOUKM920C6

**STATEMENT**

Statement Date: 12/29/2022

**Billed To:** Walla Walla County  
315 W Main St  
Walla Walla WA 99362**Project:** Fairgrounds Fence & Asphalt  
315 W Main St  
Walla Walla WA 99362

Invoice#	Due Date	Description	Amount	Paid/Credit	Retained	Now Due
50622-01	08/01/2022	Fence and Asphalt 90	224,955.00	214,626.49	10,328.51	
	Payment:	10/03/2022	214,626.49			
50622-02	12/29/2022	Final Bill	32,775.25		1,504.83	31,270.42
<b>Totals:</b>			<b>257,730.25</b>	<b>214,626.49</b>	<b>11,833.34</b>	<b>31,270.42</b>

(Retention not incl. in this amount)

Current	1-30 Days	31-60 Days	61-90 Days	91+ Days	Retention
31,270.42	0.00	0.00	0.00	0.00	11,833.34
<b>Please Pay This Amount</b>					<b>31,270.42</b>

<b>Contract Summary</b>	Original Contract Amount	229,522.50
	Net Changes to Date	7,144.40
	New Contract Amount	236,666.90
	Total Invoiced to Date	257,730.25
	Remaining Balance on Contract	Sales Tax -21,063.35

Terms: All invoices are due and payable within of receipt. A service charge of 0.00 %  
per annum will be computed on all amounts overdue on regular statement dates.

Thank you for your prompt payment.





S & K Mountain Construction Inc  
618 Industrial Ct  
Walla Walla WA 99362  
(509) 525-0739

License: SKMOUKM920C6

## Contract Invoice

Invoice#: 50622-02

Date: 12/29/2022

**Billed To:** Walla Walla County  
315 W Main St  
Walla Walla WA 99362

**Project:** Fairgrounds Fence & Asphalt  
315 W Main St  
Walla Walla WA 99362

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**Due Date:** 12/29/2022

**Terms:**

**Order#**

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Description	Amount
100.00% Complete	30,096.65

**Notes:**

Change Order Amount \$7,442.40

*A service charge of 0.00 % per annum will be charged on all amounts  
overdue on regular statement dates.*

*Thank you for your prompt payment!*

Sales Tax:	2,678.60
Invoice Total:	32,775.25
Retention:	1,504.83
Amount Paid:	0.00
<b>Amount Due</b>	<b>31,270.42</b>

**COUNTY COMMISSIONERS (continued)**

- j) Workshop re Auditor Office and Technology Services Department office space planning
- 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

**10:30 COUNTY SHERIFF**

**Mark Crider**

**a)** Office update and miscellaneous



- 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 2023 01-09 HR/RM-1 Approval of revised building hours for Public Health and Legislative Building
  - 2) Proposal 2023 01-09 HR/RM-2 Approval to Adjust Department Head Salary Scale
  - 3) Proposal 2023 01-09 HR/RM-3 Approval to hire above a Step B for Community Prevention Wellness Initiative (CPWI) position
- 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: 1/3/2023

Proposal ID#: 2023 01-09 HR-1

To: BOCC

From: Diane Harris, Clerk of the Board; Nancy Wenzel, Administrative Director, CHD; Joshua Griffith, HR/Risk Manager

Action Item: Approval to change Walla Walla County Public Health and Legislative Building hours from 8 am to 4 pm (closed for lunch from Noon to 1 pm) Monday thru Friday Effective January 17<sup>th</sup>, 2023.

**Summary:** Current Walla Walla County Public Health and Legislative Building office hours are from 8am – 5pm (closed from noon – 1 pm), Monday thru Friday and closed during County Holidays and weekends. Walla Walla Courthouse and District Court is open 9am-4pm

**Community Health and Commissioner's Office Staff:** In order to be consistent with closing time of the Courthouse (Auditor, Assessor, Clerk, Treasurer) and District Court, and to allow for staff to reconcile at the end of the day, have training and interdepartmental meetings and complete non-customer service related duties it has been proposed to change the office hours.

**HR/Risk Department:** This will reduce customer service hours from 8 am to 4 pm which will allow the department to perform non-customer service-related tasks to include open/closing departments, training, and department meetings. By performing these tasks during non-customer service windows, we will be able to provide better customer service by reducing interruptions.

**Cost :** No additional cost.

**Funding:**

N/A

**Conclusion/Recommendation:**

Recommend approval of changing Public Health and Legislative Building business hours to 8 am to 4 pm and closed from noon to 1 pm for lunch.

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Submitted By:

Disposition

Name

Department

\_\_\_\_ Accepted

\_\_\_\_ Not Accepted

BOCC Chairman: \_\_\_\_\_

Date: \_\_\_\_\_



# Proposal

Date: January 5, 2023

Proposal ID: 2023 01-09 HR/RM-3

To: BOCC

From: Nancy Wenzel, Administrative Director

Intent: Gain Approval to Hire CPWI Above Step B

Topic: CPWI

## **Summary**

We have been actively recruiting for our Community Prevention and Wellness Initiative Specialist position (CPWI) since September 2022. We did offer the position to two different applicants, but the applicants received other job offers that paid a higher salary, so our offers have been declined. We would like permission to offer the position at a Step D for a current applicant.

## **Cost**

The position is grant funded. The position is a range 5. The difference in monthly salary between a Step B and Step D is \$458.

## **Funding**

Fund 112 – grant funding.

## **Alternatives Considered**

N/A

## **Acquisition Method**

N/A

## **Security**

N/A

## **Access**

N/A



**Risk**

N/A

**Benefits**

This applicant will on-board rapidly to this program work as she has worked in the school district setting for over 10 years.

**Conclusion/Recommendation**

Recommend the BOCC approve hiring CPWI Specialist at Range 5 Step D.

Submitted By			Disposition	
Nancy Wenzel, DCH			<input type="checkbox"/> Approved	
Name	Department	Date	<input type="checkbox"/> Approved with modifications	
			<input type="checkbox"/> Needs follow up information	
Name	Department	Date	<input type="checkbox"/> Denied	
			BOCC Chairman	Date

**Additional Requirements to Proposal**

☐ Modification

☐ Follow Up

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HUMAN RESOURCES/RISK MANAGEMENT BOCC Update 1/4/23
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Employment Information:

**Job Openings:**

1. Community Prevention and Wellness Initiative Specialist – CHD - opened 8/19/22
2. Division Manager Behavioral Health – CHD – opened 11/16/22
3. Division Manager- Population Health – CHD – opened 7/6/22
4. Environmental Health Specialist I or II – CHD- opened 12/12/22
  
5. Corrections Officers – Corrections – continuous advertising – testing 12/22/22 2/3Pass
6. Juvenile Detention Officer – JJC – OUF – opened 12/22/22
  
7. Maintenance Technician I – PW – OUF – opened on 3/14/22
  
8. PT Senior Office Assistant – WSU – OUF – opened 4/15/22
  
9. Building Official/Fire Marshal - Community Development – OUF - opened 09/30/22
  
10. Chief Civil Deputy – Sheriff – OUF - opened - opened 10/6/22
  
11. Support Service Clerk I – Sheriff – OUF - opened 12/28/2022
  
12. Chief Finance Manager – Auditor – OUF - opened 10/27/22
13. Recording Coordinator -Auditor – OUF - opened 12/15/222
  
14. Bailiff – Superior Court – Continuous advertising – OUF 3 P - opened 11/2/22
  
15. Deputy Prosecuting Attorney I or II - Prosecuting Attorney – OUF- opened 11/30/22
  
16. Residential Appraiser Analyst I – Assessor – OUF- opened 12/28/22

OUF = Opened until filled

**Job Closings:**

**Positions Filled:**

**11:00 PROSECUTING ATTORNEY**

**Gabriel Acosta/Jesse Nolte**

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

**11:45 COUNTY COMMISSIONERS**

- a) Miscellaneous or unfinished business to come before the Board

**12:00 RECESS**

**a) Public Hearing:**

- 1) To consider franchise application by Ziplly Wireless, LLC
- 2) To consider franchise application by Ziplly Fiber Pacific, LLC

**b) Action Agenda Items:**

- 1) Resolution – Application of Ziplly Wireless, LLC for a franchise to construct, operate and maintain a fixed wireless system within the county road right of way, in Walla Walla County, Washington
- 2) Resolution – Application of Ziplly Fiber Pacific, LLC for a franchise to construct, operate, and maintain a fiber optic data service system within the county road right of way, in Walla Walla County, Washington

**c) Department update and miscellaneous**



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

IN THE MATTER OF THE  
APPLICATION OF ZIPLY WIRELESS,  
LLC FOR A FRANCHISE TO  
CONSTRUCT, OPERATE, AND  
MAINTAIN A FIXED WIRELESS  
SYSTEM WITHIN THE COUNTY  
ROAD RIGHT OF WAY, IN WALLA  
WALLA COUNTY, WASHINGTON



**RESOLUTION NO. 23**

**WHEREAS**, Ziply Wireless, LLC has requested a franchise to construct, operate, and maintain a fixed wireless system within the public right of way; and

**WHEREAS**, any significant modification or any extensions of said system shall be approved by Public Works prior to construction; and

**WHEREAS**, January 9, 2023 was the date set for holding a public hearing to consider said application; and

**WHEREAS**, the Notice of Hearing was advertised and posted as prescribed by law; and

**WHEREAS**, said Hearing was held on the date advertised; now therefore,

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners, that Franchise No. 449 be granted to Ziply Wireless, LLC.

*Passed this 9<sup>th</sup> day of **January, 2023** 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

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

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

\_\_\_\_\_  
Gunner Fulmer, Commissioner, District 3

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

Return Address

**Walla Walla County Commissioners  
314 W Main/P.O. Box 1506  
Walla Walla, WA 99362**

Document Titles (i.e.: type of document)

**Franchise No. 449**

Auditor File Number(s) of document being assigned or released:

Grantor

**1. Walla Walla County Commissioners**

Additional names on page \_\_\_\_ of document.

Grantee

**1. Ziplly Wireless, LLC**

Additional names on page 12 of document.

Legal description (i.e.: lot and block or section township and range)

**All sections, townships, and ranges in Walla Walla County**

Additional legal is on pages of document.

Assessor's Parcel Number(s)

Additional parcel numbers are on pages \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. Please type or print the information. This page becomes part of document.

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

## **FRANCHISE NO. 449**

### **IN THE MATTER OF THE APPLICATION OF ZIPLY WIRELESS, LLC FOR A FRANCHISE TO CONSTRUCT, OPERATE, AND MAINTAIN A FIXED WIRELESS SYSTEM WITHIN THE COUNTY ROAD RIGHT OF WAY, IN WALLA WALLA COUNTY, WASHINGTON**

The application of Ziplly Wireless, LLC, for a franchise to construct, operate, and continue to maintain a fixed wireless system placed within the County Road Right(s) of Way, hereinafter referred to as County road(s) as the same may now exist or hereafter be established in Walla Walla County, Washington.

Having come for a hearing before the Board of County Commissioners of Walla Walla County, Washington, on Monday the 9<sup>th</sup> of January, 2023 at the hour of 1:30 P.M., under the provisions of Chapter 36.55, RCW, and it appearing to the Board that notice of said hearing has been duly given as required by law, and that it is in the public interest to grant said franchise; now therefore,

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners, that a franchise be granted to Ziplly Wireless, LLC its successors and assigns, hereinafter referred to as the Grantee, for a period of twenty (20) years, from and after the date of this Resolution to construct, operate, replace, relocate, and maintain said fixed wireless system within Walla Walla County.

**This franchise is granted upon the following express terms and conditions, to wit:**



FRANCHISE NO. 449

I

**GRANTEE GIVEN FRANCHISE**

That said Grantee, shall have the right and authority to enter upon the described County road(s) right of way for the purpose of repairing, operating, relocating, replacing, constructing, and maintaining said fixed wireless system (hereinafter referred to collectively as the "System") as indicated on the map of the system on file in the Grantors office.

II

**CONSTRUCTION TO BE PERMITTED  
AND APPROVED BY COUNTY ENGINEER**

Any work which requires breaking of the surface of the County road(s), subject to this franchise, which includes but is not limited to the laying, relaying, connecting, disconnecting and/or repairing said system, and/or making connections to other facilities of the Grantee's, now in existence or hereafter constructed shall be governed by and conform to the general rules adopted by the officers charged with the supervision and care of such County road(s). All construction and installation work shall be subject to the approval and pass the inspection of the Walla Walla County Engineer or his designee. Prior to the commencement of construction of any portion of said system, the Grantee shall submit a completed **"Right of Way Permit Application"** together with plans and specifications, in duplicate, showing the depth and location of all lines and facilities sought to be installed. The plans and specifications shall specify, but not be limited to the following: (1) the class and type of material to be used; (2) the manner of excavation, construction, installation, and backfill; (3) the erection of temporary structures; (4) the erection of permanent structures; (5) traffic control; and (6) road obstructions or restrictions, all of which shall conform, as a minimum, to the Washington State Department of Transportation's **STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION**. Said plans and specifications are hereinafter collectively referred to as the **"map of definite location"**.

No work shall commence without first securing a written permit from the County Engineer. A copy of said permit, with all applicable conditions, shall be on the job site at all times.

The system shall be laid in substantial conformity with said map of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Engineer. In order to obtain permission for the change the Grantee shall submit a written request to the County Engineer for his approval. Written confirmation of any approved change will be forwarded to the Grantee.

Any above ground installations within County Road Right(s) of Way shall conform with generally accepted clear zone policy unless approved otherwise by the County Engineer.

The Grantee, at its own expense and with all convenient speed, shall complete the work for which the surface has been broken and forthwith replace the County road(s) according to current Walla Walla County Road Standards; **PROVIDED**, however, that no such breaking of the surface of the County road(s) shall be done prior to obtaining a written permit issued by the County Engineer.

**FRANCHISE NO. 449**

In cases of emergency arising out of office hours when an immediate excavation may be necessary for protection of private or public property, the same shall be reported to the County Sheriff and the necessary excavation may be made upon the express condition that an application be made, in the manner herein provided on or before noon the following working day.

The Grantee shall pay all reasonable costs and expenses incurred in the examination, inspection and approval of such restoration if required by the County Engineer.

**III**

**PERFORMANCE BOND**

The County Engineer may require a performance bond in an amount sufficient to guarantee to Walla Walla County that such County road(s) shall be restored to current County Road Standards based on the plans and specifications described in Section II above. The amount of said bond will be fixed by the County Engineer.

**IV**

**INTERFERENCE WITH EXISTING FACILITIES  
AND NOTICE OF EXCAVATION**

All construction or installation of such lines and facilities, service, repair, or relocation of the same, performed in, along, or under the County road(s), subject to this franchise, shall be done in such a manner as not to interfere with the construction and maintenance of other public or private utilities, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvement of such County road(s). The owners of all utilities, public or private, installed in such County road(s) prior in time to the lines and facilities of Grantee shall have preference as to the position and location of such utilities; such preference shall continue in the event of the necessity of relocating or changing the grade of any such County road(s).

Grantee shall comply with RCW 19.122.030 which requires all owners of underground facilities within a one-number locator service area to subscribe to the service. Subscription information may be obtained by contacting the one number utility locating service provider for this area.

**V**

**MINIMUM INTERFERENCE WITH TRAVELING PUBLIC  
LIABILITY FOR DAMAGE**

All work done under this franchise shall be done in a thorough and workman like manner. In the installing of fixed wireless system, the construction of other facilities, the opening of trenches, and/or the tunneling under County road(s) the Grantee shall leave such trenches, ditches, and tunnels in such a way as to interfere as little as possible with public travel and/or public safety. Provisions shall be made to maintain through traffic whenever practicable. Permission to close any County road shall have prior approval of the County Engineer. The Grantee shall assume full responsibility for all traffic control which includes but is not limited to, barricading, signing, and flagging. All traffic control shall be in compliance with the



FRANCHISE NO. 449

**Manual on Uniform Traffic Control Devices (MUTCD).** The Grantee shall take all due and necessary precautions to guard said work so that damage or other injury shall not occur or arise by reason of such work; and where any of such trenches, ditches, or tunnels have to be left open at night, the Grantee shall place warning lights and barricades in compliance with the **Manual On Uniform Traffic Control Devices** and at such a position as to give adequate warning to such work. The Grantee shall assume all liability and save the County harmless of any liability for any injury to person or persons or damage to property sustained through its carelessness or neglect, or through any failure or neglect to properly guard or give warning of any trenches, ditches, or tunnels excavated or maintained by the Grantee.

The County Commissioners, upon oral or written notice to the Grantee, may at any time do, order, or have done any and all work that they consider necessary to restore, to a satisfactory condition, any such County road(s) left by the Grantee or its agents in a condition that excessively restricts or impedes traffic or creates a condition of potential liability to the County. The Grantee, upon demand, shall pay to the County all costs of such work within 30 calendar days of their receipt of the billing. Failure of the Grantee to make timely payment shall result in the County proceeding with appropriate action.

**VI**

**ALL COUNTY ROAD RIGHTS RESERVED**

Walla Walla County, in granting this franchise, does not waive any rights which it now has or may hereafter acquire with respect to County road(s) and this franchise shall not be construed to deprive the County of any powers, rights, or privileges which it now has or may hereafter acquire for the use and control of the County road(s) covered by this franchise.

**VII**

**COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY**

If at any time Walla Walla County improves or changes any County road(s) subject to this franchise by grading or regrading, planking, or paving the same, changing the grade, altering, changing, repairing, or relocating the same or by construction of drainage facilities the Grantee upon written notice from the County Engineer shall, at its sole expense and within the time specified by the County Engineer, change the location or readjust the elevation of the system so that the same shall not interfere with such County work and so that such system shall conform to such new grades or routes as may be established. Walla Walla County will in no way be held liable for any damages to said Grantee that may occur by reason of any of the County's improvements, changes, or work above enumerated, except for damage caused by negligence of the County's employees or agents.

In the event Federal, State, or other financial assistance funds are available for utility displacement or relocating expenses, Walla Walla County will apply for such assistance funding on behalf of the Grantee. If any such Federal, State, or other utility displacement or relocation assistance funds are actually obtained by Walla Walla County the Grantee will be reimbursed in the amount of the funds received.

All work performed by the Grantee under this section shall be under the direction, approval, and pass the inspection of the County Engineer. The Grantee shall pay all costs incurred in

**FRANCHISE NO. 449**

the examination, inspection, and approval of such work done by the Grantee if required by the County Engineer.

**VIII**

**REFERENCE MONUMENTS AND MARKERS**

Before any work is performed under this franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys the Grantee shall reference all such monuments and markers. The reference points shall be located so that they will not be disturbed during the Grantees' operations under this franchise. The method of referencing these monuments or other points shall be approved by the County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed and the expense of replacement with approved monuments shall be borne by the Grantee. All monuments or markers affected by the Grantees' operation shall be replaced within 30 calendar days of the completion of said operation by a Licensed Professional Land Surveyor licensed in the State of Washington. The estimated cost of monument replacement may be included in the bond required in Section III above.

**IX**

**VACATION OF COUNTY ROADS - ALTERNATE ROUTE**

If at any time Walla Walla County should vacate or dispose of any County road(s) which are subject to rights granted by this franchise and said vacation or disposal should be for the purpose of acquiring the fee or other property interest in said County road(s) for the use of Walla Walla County, in either its proprietary or governmental capacity, the Board of Walla Walla County Commissioners will retain an easement and the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services and to the greatest extent possible deny applications for the placement of permanent structures over and above said public utilities and services.

**X**

**GRANTEE TO INDEMNIFY COUNTY - LIABILITY INSURANCE**

The Grantee does hereby agree to indemnify, protect and hold harmless Walla Walla County from all claims, actions, or damages of every kind and description which may be asserted against such County by reason of the Grantees' acts in connection with the construction, operation, and maintenance of the system. In case suit or action is brought against Walla Walla County for damages arising out of or by reason of the above mentioned causes the Grantee shall, upon written notice to the Grantee of the commencement of said action, defend the same at its sole cost and expense. In case a final judgment shall be rendered against Walla Walla County in such suit or action the Grantee shall fully satisfy said judgment within 90 days after said suit or action shall have finally been determined by trial court or appellate court(s), if appeal be taken, if determined adversely to Walla Walla County. Upon the Grantee's failure to satisfy said final judgment within the 90 day period, the Board of Walla Walla County Commissioners may upon due notice terminate this franchise.

For the purpose of securing to the County full and complete performance of the covenants in this contract the Grantee shall, at its own expense, procure and keep in force during the life



## **FRANCHISE NO. 449**

of this franchise liability insurance with a limit of not less than \$1,000,000. The Grantee agrees that provisions will be included naming the County, the County Commissioners, and the County's employees as an additionally insured party. The minimum liability limit may be raised upon written notice to the Grantee to maintain coverage commensurate with inflation. Said liability insurance shall be with a company or companies licensed to do business in the State of Washington. A Certificate of Insurance and endorsement naming Walla Walla County as an additional insured shall be furnished to the County on an annual basis, as required in writing by the County Engineer. Such coverage shall be primary and non-contributory. Such insurance to provide that the policy shall not be canceled without 30 days prior written notice to the County.

Acceptance by the County of any work performed by Grantee shall not waive this covenant.

### **XI**

#### **FRANCHISE NOT EXCLUSIVE**

This franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit said Walla Walla County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over, and upon any of the County road(s) subject to this franchise and shall in no way prevent or prohibit Walla Walla County from constructing, altering, maintaining, or using any of said County road(s) or its jurisdiction over them or any part of them with full power to make all necessary changes, relocations, repairs, and maintenance as the County may deem appropriate.

### **XII**

#### **PROVISIONS HEREOF BIND SUCCESSOR**

All provisions, conditions, regulations, and requirements herein contained shall be binding upon the successors and assigns of the Grantee and all privileges, obligations, and liabilities of the Grantee shall inure to its successors and assigns as if they were specifically mentioned wherever the Grantee is mentioned.

### **XIII**

#### **COUNTY ROADS ANNEXED BY MUNICIPALITIES**

Whenever any of the County road(s) designated in this franchise are subsequently incorporated by any city or town this franchise shall terminate in respect to said County road(s) so included in said city or town limits. However, this franchise shall continue in full force and effect as to all designated County road(s) not included in said city or town limits. The Grantee shall be responsible for notifying said city or town of its incorporation of the Grantees' system and shall satisfy said city or town requirements for franchises.

FRANCHISE NO. 449

**XIV**

**REVOCATION FOR NON-COMPLIANCE**

If the Grantee shall violate or fail to comply with any of the provisions of this franchise or fail to heed or comply with any notice given the Grantee under the provisions of this franchise the Grantee shall forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the County Commissioners; **PROVIDED**, however, the Board of County Commissioners shall give 30 days written notice of its intention to revoke or annul the franchise during which period the Grantee shall have the right to rectify such violation or failure to comply.

**XV**

**TERM**

This franchise shall commence from and after the date of approval by the Board of County Commissioners for a period of twenty (20) years, unless otherwise revoked as set forth herein.

**XVI**

**ABANDONMENT OR TERMINATION OF AGREEMENT**

In the event of expiration, termination, revocation, or abandonment of this franchise agreement or the facilities permitted by this franchise agreement, Grantee shall comply with all requirements of the County Engineer to ensure the safety and integrity of the County Road. Such requirements may include, but are not be limited to: removal or modification of the facilities permitted by this franchise, purchase of additional insurance policies, bonding, and/or any other remedies deemed appropriate by the County Engineer. Such requirements will be based on a fact-specific analysis of the nature of the franchise, the roadway, and the type of expiration, termination, revocation or abandonment.

**XVII**

**GRANTEE TO FILE ACCEPTANCE**

The full acceptance of this franchise and all its terms and conditions shall be filed in writing with the Clerk of the Board of Walla Walla County Commissioners before the hearing date and shall be a condition precedent to its taking effect and unless the franchise is accepted by the Grantee, as hereinafter stated, this grant shall be null and void.

Dated this 9th day of January, 2023.

Board of Walla Walla County Commissioners

\_\_\_\_\_  
Chairman, District 1

\_\_\_\_\_  
Commissioner, District 2

\_\_\_\_\_  
Commissioner, District 3

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Walla Walla County Commissioners



FRANCHISE NO. 449

ACCEPTANCE

The undersigned Grantee hereby accepts all the terms and conditions of this franchise, for itself and for its heirs, executors, administrators, successors, and assigns, being Franchise No. 449, dated \_\_\_\_\_, 2022.

Dated this 17<sup>th</sup> day of November, 2022.

[Signature]  
Authorized Signature

Byron E. Springer, Jr.  
Typed or Printed Name and Title of Authorized Signatory  
General Counsel

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed or Printed Name and Title of Authorized Signatory

STATE OF WASHINGTON )

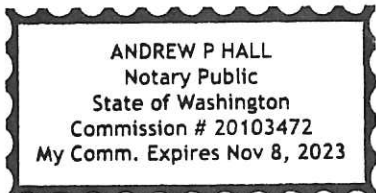
) ss.

COUNTY OF WALLA WALLA )

On this day personally appeared before me Byron E. Springer, Jr., to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and covenant, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.  
(SEAL)

[Signature]  
Notary Signature



ANDREW P HALL  
Notary Printed Name

Notary Public in and for the State of WASHINGTON

Residing at KIRKLAND  
City

11-8-2023

My appointment expires

FRANCHISE NO. 449

**EXHIBIT A**

All sections, townships, and ranges in Walla Walla County Washington.

FRANCHISE NO. 449

**MAP OF SYSTEM**

County Wide

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

IN THE MATTER OF THE  
APPLICATION OF ZIPLY FIBER  
PACIFIC, LLC FOR A FRANCHISE  
TO CONSTRUCT, OPERATE, AND  
MAINTAIN A FIBER OPTIC DATA  
SERVICE SYSTEM WITHIN THE  
COUNTY ROAD RIGHT OF WAY, IN  
WALLA WALLA COUNTY,  
WASHINGTON



RESOLUTION NO. **23**

**WHEREAS**, Ziply Fiber Pacific, LLC has requested a franchise to construct, operate, and maintain a fiber optic data services system within the public right of way; and

**WHEREAS**, any significant modification or any extensions of said system shall be approved by Public Works prior to construction; and

**WHEREAS**, January 9, 2023 was the date set for holding a public hearing to consider said application; and

**WHEREAS**, the Notice of Hearing was advertised and posted as prescribed by law; and

**WHEREAS**, said Hearing was held on the date advertised; now therefore,

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners, that Franchise No. 450 be granted to Ziply Fiber Pacific, LLC.

*Passed this 9<sup>th</sup> day of January, 2023 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

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

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

\_\_\_\_\_  
Gunner Fulmer, Commissioner, District 3

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

Return Address

**Walla Walla County Commissioners  
314 W Main/P.O. Box 1506  
Walla Walla, WA 99362**

Document Titles (i.e.: type of document)

**Franchise No. 450**

Auditor File Number(s) of document being assigned or released:

Grantor

1. **Walla Walla County Commissioners**

2.

3.

Additional names on page \_\_\_\_ of document.

Grantee

1. **Ziply Fiber Pacific, LLC**

2.

3.

Additional names on page 12 of document.

Legal description (i.e.: lot and block or section township and range)

**All sections, townships, and ranges in Walla Walla County,  
Washington**

Additional legal is on pages of document.

Assessor's Parcel Number(s)

Additional parcel numbers are on pages \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. Please type or print the information. This page becomes part of document.



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

## **FRANCHISE NO. 450**

### **IN THE MATTER OF THE APPLICATION OF ZIPLY FIBER PACIFIC, LLC FOR A FRANCHISE TO CONSTRUCT, OPERATE, AND MAINTAIN A FIBER OPTIC DATA SERVICE SYSTEM WITHIN THE COUNTY ROAD RIGHT OF WAY, IN WALLA WALLA COUNTY, WASHINGTON**

The application of Ziplly Fiber Pacific, LLC for a franchise to construct, operate, and continue to maintain a fiber optic data service system placed within the County Road Right(s) of Way, hereinafter referred to as County road(s) as the same may now exist or hereafter be established in Walla Walla County, Washington.

Having come for a hearing before the Board of County Commissioners of Walla Walla County, Washington, on Monday the 9<sup>th</sup> of January, 2023 at the hour of 1:30 P.M., under the provisions of Chapter 36.55, RCW, and it appearing to the Board that notice of said hearing has been duly given as required by law, and that it is in the public interest to grant said franchise; now therefore,

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners, that a franchise be granted to Ziplly Fiber Pacific, LLC its successors and assigns, hereinafter referred to as the Grantee, for a period of twenty (20) years, from and after the date of this Resolution to construct, operate, replace, relocate, and maintain said fiber optic data service system within Walla Walla County.

**This franchise is granted upon the following express terms and conditions, to wit:**

FRANCHISE NO. 450

I

**GRANTEE GIVEN FRANCHISE**

That said Grantee, shall have the right and authority to enter upon the described County road(s) right of way for the purpose of repairing, operating, relocating, replacing, constructing, and maintaining said fiber optic data service system (hereinafter referred to collectively as the "System") as indicated on the map of the system on file in the Grantors office.

II

**CONSTRUCTION TO BE PERMITTED  
AND APPROVED BY COUNTY ENGINEER**

Any work which requires breaking of the surface of the County road(s), subject to this franchise, which includes but is not limited to the laying, relaying, connecting, disconnecting and/or repairing said system, and/or making connections to other facilities of the Grantee's, now in existence or hereafter constructed shall be governed by and conform to the general rules adopted by the officers charged with the supervision and care of such County road(s). All construction and installation work shall be subject to the approval and pass the inspection of the Walla Walla County Engineer or his designee. Prior to the commencement of construction of any portion of said system, the Grantee shall submit a completed **"Right of Way Permit Application"** together with plans and specifications, in duplicate, showing the depth and location of all lines and facilities sought to be installed. The plans and specifications shall specify, but not be limited to the following: (1) the class and type of material to be used; (2) the manner of excavation, construction, installation, and backfill; (3) the erection of temporary structures; (4) the erection of permanent structures; (5) traffic control; and (6) road obstructions or restrictions, all of which shall conform, as a minimum, to the Washington State Department of Transportation's **STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION**. Said plans and specifications are hereinafter collectively referred to as the **"map of definite location"**.

No work shall commence without first securing a written permit from the County Engineer. A copy of said permit, with all applicable conditions, shall be on the job site at all times.

The system shall be laid in substantial conformity with said map of definite location, except in instances in which deviation may be allowed thereafter in writing by the County Engineer. In order to obtain permission for the change the Grantee shall submit a written request to the County Engineer for his approval. Written confirmation of any approved change will be forwarded to the Grantee.

Any above ground installations within County Road Right(s) of Way shall conform with generally accepted clear zone policy unless approved otherwise by the County Engineer.

The Grantee, at its own expense and with all convenient speed, shall complete the work for which the surface has been broken and forthwith replace the County road(s) according to current Walla Walla County Road Standards; **PROVIDED**, however, that no such breaking of the surface of the County road(s) shall be done prior to obtaining a written permit issued by the County Engineer.



## FRANCHISE NO. 450

In cases of emergency arising out of office hours when an immediate excavation may be necessary for protection of private or public property, the same shall be reported to the County Sheriff and the necessary excavation may be made upon the express condition that an application be made, in the manner herein provided on or before noon the following working day.

The Grantee shall pay all reasonable costs and expenses incurred in the examination, inspection and approval of such restoration if required by the County Engineer.

### III

#### PERFORMANCE BOND

The County Engineer may require a performance bond in an amount sufficient to guarantee to Walla Walla County that such County road(s) shall be restored to current County Road Standards based on the plans and specifications described in Section II above. The amount of said bond will be fixed by the County Engineer.

### IV

#### INTERFERENCE WITH EXISTING FACILITIES AND NOTICE OF EXCAVATION

All construction or installation of such lines and facilities, service, repair, or relocation of the same, performed in, along, or under the County road(s), subject to this franchise, shall be done in such a manner as not to interfere with the construction and maintenance of other public or private utilities, drains, drainage ditches and structures, irrigation ditches and structures, located therein, nor with the grading or improvement of such County road(s). The owners of all utilities, public or private, installed in such County road(s) prior in time to the lines and facilities of Grantee shall have preference as to the position and location of such utilities; such preference shall continue in the event of the necessity of relocating or changing the grade of any such County road(s).

Grantee shall comply with RCW 19.122.030 which requires all owners of underground facilities within a one-number locator service area to subscribe to the service. Subscription information may be obtained by contacting the one number utility locating service provider for this area.

### V

#### MINIMUM INTERFERENCE WITH TRAVELING PUBLIC LIABILITY FOR DAMAGE

All work done under this franchise shall be done in a thorough and workman like manner. In the installing of a fiber optic data service system, the construction of other facilities, the opening of trenches, and/or the tunneling under County road(s) the Grantee shall leave such trenches, ditches, and tunnels in such a way as to interfere as little as possible with public travel and/or public safety. Provisions shall be made to maintain through traffic whenever practicable. Permission to close any County road shall have prior approval of the County Engineer. The Grantee shall assume full responsibility for all traffic control which includes

## FRANCHISE NO. 450

but is not limited to, barricading, signing, and flagging. All traffic control shall be in compliance with the **Manual on Uniform Traffic Control Devices (MUTCD)**. The Grantee shall take all due and necessary precautions to guard said work so that damage or other injury shall not occur or arise by reason of such work; and where any of such trenches, ditches, or tunnels have to be left open at night, the Grantee shall place warning lights and barricades in compliance with the **Manual On Uniform Traffic Control Devices** and at such a position as to give adequate warning to such work. The Grantee shall assume all liability and save the County harmless of any liability for any injury to person or persons or damage to property sustained through its carelessness or neglect, or through any failure or neglect to properly guard or give warning of any trenches, ditches, or tunnels excavated or maintained by the Grantee.

The County Commissioners, upon oral or written notice to the Grantee, may at any time do, order, or have done any and all work that they consider necessary to restore, to a satisfactory condition, any such County road(s) left by the Grantee or its agents in a condition that excessively restricts or impedes traffic or creates a condition of potential liability to the County. The Grantee, upon demand, shall pay to the County all costs of such work within 30 calendar days of their receipt of the billing. Failure of the Grantee to make timely payment shall result in the County proceeding with appropriate action.

## VI

### ALL COUNTY ROAD RIGHTS RESERVED

Walla Walla County, in granting this franchise, does not waive any rights which it now has or may hereafter acquire with respect to County road(s) and this franchise shall not be construed to deprive the County of any powers, rights, or privileges which it now has or may hereafter acquire for the use and control of the County road(s) covered by this franchise.

## VII

### COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If at any time Walla Walla County improves or changes any County road(s) subject to this franchise by grading or regrading, planking, or paving the same, changing the grade, altering, changing, repairing, or relocating the same or by construction of drainage facilities the Grantee upon written notice from the County Engineer shall, at its sole expense and within the time specified by the County Engineer, change the location or readjust the elevation of the system so that the same shall not interfere with such County work and so that such system shall conform to such new grades or routes as may be established. Walla Walla County will in no way be held liable for any damages to said Grantee that may occur by reason of any of the County's improvements, changes, or work above enumerated, except for damage caused by negligence of the County's employees or agents.

In the event Federal, State, or other financial assistance funds are available for utility displacement or relocating expenses, Walla Walla County will apply for such assistance funding on behalf of the Grantee. If any such Federal, State, or other utility displacement or relocation assistance funds are actually obtained by Walla Walla County the Grantee will be reimbursed in the amount of the funds received.



## **FRANCHISE NO. 450**

All work performed by the Grantee under this section shall be under the direction, approval, and pass the inspection of the County Engineer. The Grantee shall pay all costs incurred in the examination, inspection, and approval of such work done by the Grantee if required by the County Engineer.

### **VIII**

#### **REFERENCE MONUMENTS AND MARKERS**

Before any work is performed under this franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys the Grantee shall reference all such monuments and markers. The reference points shall be located so that they will not be disturbed during the Grantees' operations under this franchise. The method of referencing these monuments or other points shall be approved by the County Engineer. The cost of monuments or other markers lost, destroyed, or disturbed and the expense of replacement with approved monuments shall be borne by the Grantee. All monuments or markers affected by the Grantees' operation shall be replaced within 30 calendar days of the completion of said operation by a Licensed Professional Land Surveyor licensed in the State of Washington. The estimated cost of monument replacement may be included in the bond required in Section III above.

### **IX**

#### **VACATION OF COUNTY ROADS - ALTERNATE ROUTE**

If at any time Walla Walla County should vacate or dispose of any County road(s) which are subject to rights granted by this franchise and said vacation or disposal should be for the purpose of acquiring the fee or other property interest in said County road(s) for the use of Walla Walla County, in either its proprietary or governmental capacity, the Board of Walla Walla County Commissioners will retain an easement and the right to exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services and to the greatest extent possible deny applications for the placement of permanent structures over and above said public utilities and services.

### **X**

#### **GRANTEE TO INDEMNIFY COUNTY - LIABILITY INSURANCE**

The Grantee does hereby agree to indemnify, protect and hold harmless Walla Walla County from all claims, actions, or damages of every kind and description which may be asserted against such County by reason of the Grantees' acts in connection with the construction, operation, and maintenance of the system. In case suit or action is brought against Walla Walla County for damages arising out of or by reason of the above mentioned causes the Grantee shall, upon written notice to the Grantee of the commencement of said action, defend the same at its sole cost and expense. In case a final judgment shall be rendered against Walla Walla County in such suit or action the Grantee shall fully satisfy said judgment within 90 days after said suit or action shall have finally been determined by trial court or appellate court(s), if appeal be taken, if determined adversely to Walla Walla County. Upon the Grantee's failure to satisfy said final judgment within the 90 day period, the Board of Walla Walla County Commissioners may upon due notice terminate this franchise.

## **FRANCHISE NO. 450**

For the purpose of securing to the County full and complete performance of the covenants in this contract the Grantee shall, at its own expense, procure and keep in force during the life of this franchise liability insurance with a limit of not less than \$1,000,000. The Grantee agrees that provisions will be included naming the County, the County Commissioners, and the County's employees as an additionally insured party. The minimum liability limit may be raised upon written notice to the Grantee to maintain coverage commensurate with inflation. Said liability insurance shall be with a company or companies licensed to do business in the State of Washington. A Certificate of Insurance and endorsement naming Walla Walla County as an additional insured shall be furnished to the County on an annual basis, as required in writing by the County Engineer. Such coverage shall be primary and non-contributory. Such insurance to provide that the policy shall not be canceled without 30 days prior written notice to the County.

Acceptance by the County of any work performed by Grantee shall not waive this covenant.

### **XI**

#### **FRANCHISE NOT EXCLUSIVE**

This franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit said Walla Walla County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over, and upon any of the County road(s) subject to this franchise and shall in no way prevent or prohibit Walla Walla County from constructing, altering, maintaining, or using any of said County road(s) or its jurisdiction over them or any part of them with full power to make all necessary changes, relocations, repairs, and maintenance as the County may deem appropriate.

### **XII**

#### **PROVISIONS HEREOF BIND SUCCESSOR**

All provisions, conditions, regulations, and requirements herein contained shall be binding upon the successors and assigns of the Grantee and all privileges, obligations, and liabilities of the Grantee shall inure to its successors and assigns as if they were specifically mentioned wherever the Grantee is mentioned.

### **XIII**

#### **COUNTY ROADS ANNEXED BY MUNICIPALITIES**

Whenever any of the County road(s) designated in this franchise are subsequently incorporated by any city or town this franchise shall terminate in respect to said County road(s) so included in said city or town limits. However, this franchise shall continue in full force and effect as to all designated County road(s) not included in said city or town limits. The Grantee shall be responsible for notifying said city or town of its incorporation of the Grantees' system and shall satisfy said city or town requirements for franchises.

### **XIV**

#### **REVOCATION FOR NON-COMPLIANCE**



#### FRANCHISE NO. 450

If the Grantee shall violate or fail to comply with any of the provisions of this franchise or fail to heed or comply with any notice given the Grantee under the provisions of this franchise the Grantee shall forfeit all rights conferred hereunder and this franchise may be revoked or annulled by the County Commissioners; **PROVIDED**, however, the Board of County Commissioners shall give 30 days written notice of its intention to revoke or annul the franchise during which period the Grantee shall have the right to rectify such violation or failure to comply.

#### XV

#### TERM

This franchise shall commence from and after the date of approval by the Board of County Commissioners for a period of twenty (20) years, unless otherwise revoked as set forth herein.

#### XVI

#### ABANDONMENT OR TERMINATION OF AGREEMENT

In the event of expiration, termination, revocation, or abandonment of this franchise agreement or the facilities permitted by this franchise agreement, Grantee shall comply with all requirements of the County Engineer to ensure the safety and integrity of the County Road. Such requirements may include, but are not be limited to: removal or modification of the facilities permitted by this franchise, purchase of additional insurance policies, bonding, and/or any other remedies deemed appropriate by the County Engineer. Such requirements will be based on a fact-specific analysis of the nature of the franchise, the roadway, and the type of expiration, termination, revocation or abandonment.

FRANCHISE NO. 450

XVII

**GRANTEE TO FILE ACCEPTANCE**

The full acceptance of this franchise and all its terms and conditions shall be filed in writing with the Clerk of the Board of Walla Walla County Commissioners before the hearing date and shall be a condition precedent to its taking effect and unless the franchise is accepted by the Grantee, as hereinafter stated, this grant shall be null and void.

Dated this 9<sup>th</sup> day of January, 2023.

Board of Walla Walla County Commissioners

\_\_\_\_\_  
Chairman, District 1

\_\_\_\_\_  
Commissioner, District 2

\_\_\_\_\_  
Commissioner, District 3

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Walla Walla County Commissioners



FRANCHISE NO. 450

**ACCEPTANCE**

The undersigned Grantee hereby accepts all the terms and conditions of this franchise, for itself and for its heirs, executors, administrators, successors, and assigns, being Franchise No. 450, dated \_\_\_\_\_, 2022.

Dated this 17<sup>th</sup> day of November, 2022.

Byron E. Springer  
Byron E. Springer, Jr. General Counsel  
Authorized Signature  
Typed or Printed Name and Title of Authorized Signatory

\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Typed or Printed Name and Title of Authorized Signatory

STATE OF WASHINGTON )

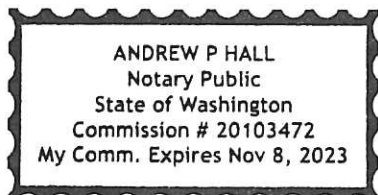
) ss.

COUNTY OF WALLA WALLA )

On this day personally appeared before me Byron E. Springer, Jr., to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and covenant, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.  
(SEAL)

Andrew P. Hall  
Notary Signature



ANDREW P. HALL  
Notary Printed Name

Notary Public in and for the State of WASHINGTON

Residing at KIRKLAND  
City

11-8-2023  
My appointment expires

FRANCHISE NO. 450

**EXHIBIT A**

All sections, townships, and ranges in Walla Walla County, Washington.

FRANCHISE NO. 450

**MAP OF SYSTEM**

County Wide

**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: 4 January 2023

Re: Director's Report for the Week of 2 January 2023

**Board Action: 9 January 2023**

**Hearings:**

In the Matter of a Public Hearing Date for Ziplly Wireless, LLC for a Franchise to Construct, Operate, and Maintain a Fixed Wireless System within the County Road Right of Way, in Walla Walla County

In the Matter of a Public Hearing Date for Ziplly Fiber Pacific, LLC for a Franchise to Construct, Operate, and Maintain a Fixed Wireless System within the County Road Right of Way, in Walla Walla County

**Resolutions:**

In the Matter of Adopting a Franchise for Ziplly Wireless, LLC to Construct, Operate, and Maintain a Fixed Wireless System within the County Road Right of Way, in Walla Walla County

In the Matter of Adopting a Franchise for Ziplly Fiber Pacific, LLC to Construct, Operate, and Maintain a Fixed Wireless System within the County Road Right of Way, in Walla Walla County

**MILL CREEK FLOOD CONTROL ZONE DISTRICT:**

- Continuing Authorities Program (CAP) 205 project: working on design .

**ENGINEERING:**

- Peppers Bridge Road: Working on final right of way acquisition.
- Fishhook Park Road: Working on design.
- Dell Sharpe Bridge: Working on right of way acquisition.
- Lower Waitsburg Road: Working on design.
- Seven Mile Bridge: Working on environmental.

**MAINTENANCE/FLEET MANAGEMENT:**

- North Crew – Snow and Ice maintenance and mud clean-up.
- South Crew – Snow and ice maintenance, ditch clean-up and bridge repairs.
- Vegetation & Signs – Snow and Ice maintenance and brush clean-up.
- Garage – Routine services and repairs and preseason repairs on equipment for the summer.

**ADMINISTRATION:**

- Conducted our weekly Road Operations, Engineering, and Staff meetings.
- Participated in this month's Benton Franklin Council of Governments (BFCG) Technical Advisory Committee meeting.
- Attended January's Elected Official/Department Head meeting hosted by the BOCC.



**1:45 COUNTY COMMISSIONERS**

- a) Presentation by Andy Gomez, Executive Director on Walla Walla County Valley Metropolitan Planning Organization (MPO)



# Walla Walla County Board of Commissioners Meeting

Andy Gomez, Executive Director

Walla Walla Valley Metropolitan Planning Organization

107 South Third Avenue

Walla Walla, WA 99362

January 9, 2023

# What is an MPO?

Federal requirement  
in Census Urban Areas  
of 50,000 or more

MPO is the policy board of  
an organization created and  
designated to carry out the  
metropolitan transportation  
planning process

Transportation policy-  
making and planning body  
with representatives from  
government agencies within  
the region

A forum for cooperative  
decision making on  
transportation issues of a  
regional nature involving key  
stakeholders







## How are MPO funded?

FHWA Metropolitan Planning Funds	WA: Local Match = 13.5% & OR: Local Match = 0% Funding: \$167,953 + \$18,381 = \$186,334
FTA Section 5303 Grant Funds	WA: Local Match = 13.5% & OR: Local Match = 10.27% Funding: \$29,000 + \$5,619 = \$34,619
FTA Section 5310 Grant Funds	No Local Match Funding: \$40,000
RTPO Grant Funds	No Local Match Funding: \$59,477
Local Member Entity Dues	Funding: \$34,992



# MPO Member Benefits

## Apply for Federal Transportation Grants

- Surface Transportation Block Grant
- Transportation Analysis Grant
- Carbon Reduction Grant

## Vote on Transportation Priorities and Policies that Affect the Region

- Each member has a voice ensuring that their jurisdiction's needs and concerns are considered
- Member agencies participate in the technical deliberation and recommendations that lead to key regional decisions

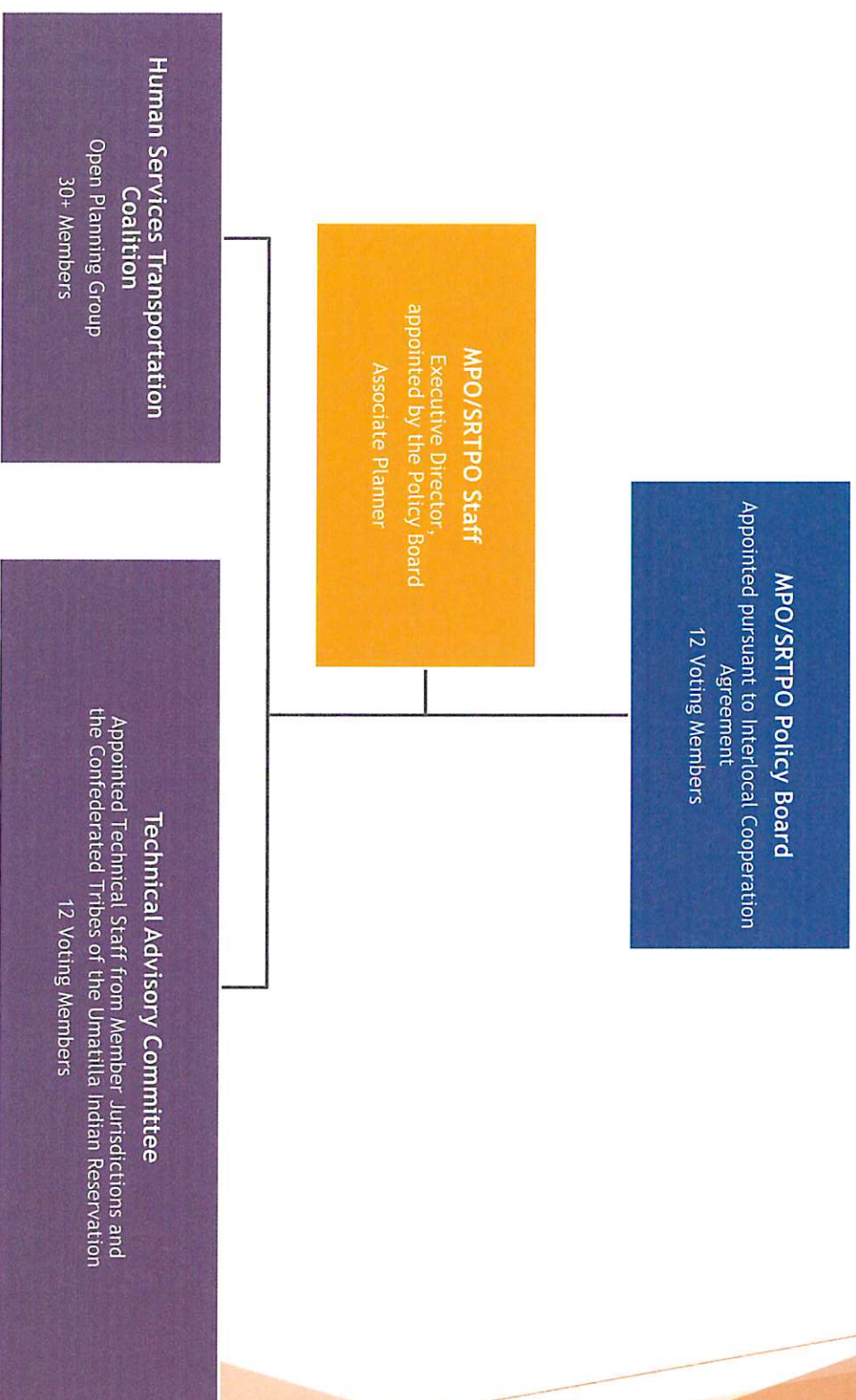
## Develop Regional Transportation Investment Strategies

- Develop a regional transportation vision
- Develop the regional transportation goals and objectives
- Develop the regional transportation investment priorities over the next 20 years

## Technical and Policy Resource

- Access to GIS and transportation models produced by the MPO
- MPO can apply for federal grants on behalf of the members
- Keep members informed of new federal and state initiatives, as well as federal grants and other opportunities for funding

# MPO Organizational Chart





# Policy Board Structure and Responsibilities

<ol style="list-style-type: none"><li>1. City of College Place</li><li>2. City of Milton-Freewater</li><li>3. City of Prescott</li><li>4. City of Waitsburg</li><li>5. City of Walla Walla</li><li>6. Walla Walla County</li><li>7. Umatilla County</li><li>8. Confederate Tribes of the Umatilla Indian Reservation</li><li>9. Port of Walla Walla</li><li>10. Valley Transit</li><li>11. Oregon DOT</li><li>12. Washington DOT</li></ol>	<p>Policy Board members include representatives from;</p> <ol style="list-style-type: none"><li>1. Cities - 5</li><li>2. Counties - 2</li><li>3. Tribe - 1</li><li>4. Port - 1</li><li>5. Transit Agency - 1</li><li>6. State DOT - 2</li></ol>	<p>Policy Board establishes;</p> <ol style="list-style-type: none"><li>1. Regional transportation policy</li><li>2. Identifies regional project priorities</li><li>3. Adopts all plans and programs produced by the MPO</li><li>4. Adopts the annual budget and work plan</li></ol>
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# Technical Advisory Committee Structure and Responsibilities

Composed of staff-level planners and engineers from local, state, ports, tribe and transit agencies

An advisory body to the MPO Policy Board for transportation issues, primarily technical in nature

Oversees MPO technical work and develops recommendations on projects and programs for MPO Policy Board consideration



# Human Services Transportation Coalition Structure and Responsibilities

1. Blue Zones Project
2. Columbia County Public Transit
3. Valley Transit
4. Valley Transit Passenger Rep.
5. Kayak Public Transit
6. Ben Franklin Transit
7. Providence - St. Mary Medical
8. Washington DOT
9. Oregon DOT

## Participants in the HSTC include;

1. People representing human service providers that directly provide transportation to clients or,
2. People representing human service providers that coordinate transportation on behalf of the community

## Participants assist with;

1. Identifying gaps in transportation services,
2. Identifying unmet transportation needs,
3. Prioritizing strategies to meet those needs



# MPO Federally Required Products

Long Range Transportation Plan	Goals, objectives and actions
Unified Planning Work Program	Tasks to accomplish planning activities
Transportation Improvement Program	Projects to implement the Long-Range Transportation Plan
Public Participation Plan	Communication with the public and key affected groups
Coordinated Public Transit Human Services Plan	How to make best use of transit operations



# Federal Transportation Performance Measures

## Infrastructure Conditions

- State of good repair

## Congestion Reduction

- Reduce congestion on National Highway System

## Safety

- Reduce fatalities and serious injuries on public roads

## System Reliability

- Improve efficiency of travel

## Freight Movement and Economic Vitality

- Improve freight networks, rural access, and regional economic development

## Environmental Sustainability

- Protect and enhance the environment

## Project Delivery

- Reduce delays in project development and delivery



# Grant Programs



**Surface Transportation Block Grant** - program promotes flexibility in State and local transportation decisions and provides flexible funding to best address State and local transportation needs.



**Transportation Analysis Set-Aside** - provides funding for transportation projects such as pedestrian and bicycle facilities and recreational trails.



**Carbon Reduction Program** - funding may be used on a wide range of projects that support the reduction of transportation emissions.

# STBG Grant Application

## Application Checklist

The evaluation and scoring of all projects is based on the information provided in the submitted application. At a minimum, the application materials must include: application form, required signatures, project location map, typical section, and related planning document information. All other materials are not required, but aid in the evaluation and scoring process.

- Required –
  - Completed STBG application – **Remember to self-score your project prior to submittal**
  - Project location map, final design or typical section, and excerpt of local (or WSDOT) crash database
  - Documentation of approved or adopted plan, ordinance, and/or policy (Include only necessary pages)
  - Required assurances (see Appendix A): Matching Funds, Right-of-Way Acquisition, Policy on Reasonable Progress, and Title VI Requirements
- Optional –
  - Photographs of existing conditions
  - Sketches/drawings of the proposed project
  - Documentation of public involvement, i.e. meeting minutes, newspaper clippings, press releases, etc.
  - Crash reports
  - Support letters, endorsements, or petitions



Project Eligibility	<ul style="list-style-type: none"> <li>• Project identified in an approved plan</li> <li>• Eligible project type</li> </ul>
Project Readiness	<ul style="list-style-type: none"> <li>• Detailed cost estimate/ Financial Plan</li> <li>• Project schedule</li> </ul>
Project Design	<ul style="list-style-type: none"> <li>• Review of alternative design options</li> </ul>
Safety Goal	<ul style="list-style-type: none"> <li>• Analysis of crash data</li> </ul>
System Preservation Goal	<ul style="list-style-type: none"> <li>• Recurring maintenance issues</li> <li>• Pavement rating</li> </ul>
Quality of Life Goal	<ul style="list-style-type: none"> <li>• Sidewalk, Pedestrian, Bike, Transit Features</li> </ul>
Connectivity and Efficiency	<ul style="list-style-type: none"> <li>• Closes intersection gaps and/ or improves intersection design</li> </ul>
Funding for Improvements	<ul style="list-style-type: none"> <li>• Funding match, prior local investment and/ or project in final phase</li> </ul>

## Grant Awarding Process - STBG Criteria Call for Projects



# Thank You

Andy Gomez

Executive Director

[andy@wwwmpo.org](mailto:andy@wwwmpo.org)

509-876-8002





## 2:00 COUNTY COMMISSIONERS

- a) Miscellaneous or unfinished business to come before the Board
- b) Discussion\possible direction re 2023 Commissioner Committee Assignments

**- 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.*