

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, MARCH 27, 2023**

**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.**

**1:15 P.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) **Bid Opening:**
  - 1) County legal newspaper
- i) **Consent Agenda Items:**
  - 1) Resolution – Minutes of County Commissioners' proceedings for March 20 and 21, 2023
  - 2) Resolution – Signing Interagency Agreements with various entities for emergency medical services
  - 3) Resolution – Awarding an additional contract for Indigent Legal Services for 2023
  - 4) Resolution – Lease of county property to Kris Peterson
  - 5) Resolution – Denying claim for damages by Bruce Banister against Walla Walla County
  - 6) Resolution – Updating appointments to the Community Health Advisory Board
  - 7) Payroll action and other forms requiring Board approval
- j) **Action Agenda Items:**
  - 1) County vouchers/warrants/electronic payments as follows: \_\_\_\_\_ through \_\_\_\_\_ totaling \$ \_\_\_\_\_ ; \_\_\_\_\_ through \_\_\_\_\_ totaling \_\_\_\_\_ (travel)

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

**IN THE MATTER OF SIGNING  
INTERAGENCY AGREEMENTS  
WITH VARIOUS ENTITIES FOR  
EMERGENCY MEDICAL SERVICES**

**RESOLUTION NO. 23**

**WHEREAS**, the Walla Walla County Commissioners recognize the need for a comprehensive emergency medical services program in Walla Walla County; and

**WHEREAS**, the cities of Walla Walla and College Place, and Fire Protection Districts #1, #2, #3, #4, #5, #6, #7, and #8, through the utilization of their resources, are equipped to operate and administer Emergency Medical Services as defined by RCW 18.73.030(10); and

**WHEREAS**, Walla Walla County has no full-time Fire Department or staff to provide emergency medical services; and

**WHEREAS**, the parties recognize the advantages to be gained from the establishment of a single, integrated Comprehensive Emergency Medical Services Program and the County has the authority to establish such a system pursuant to RCW 36.01.095; now therefore

**BE IT RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve and sign Interagency Agreements between Walla Walla County and the following named entities:

- |                                |                                  |
|--------------------------------|----------------------------------|
| 1) City of Walla Walla         | 6) Fire Protection District # 4  |
| 2) City of College Place       | 7) Fire Protection District # 5  |
| 3) Fire Protection District #1 | 8) Fire Protection District # 6  |
| 4) Fire Protection District #2 | 9) Fire Protection District # 7  |
| 5) Fire Protection District #3 | 10) Fire Protection District # 8 |

**BE IT FURTHER RESOLVED** that said agreements shall be in effect from January 1, 2023 through December 31, 2023.

*Passed this 27<sup>th</sup> day of **March, 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 AWARDING  
AN ADDITIONAL CONTRACT FOR  
INDIGENT LEGAL SERVICES FOR  
2023

RESOLUTION NO. **23**

**WHEREAS**, Walla Walla County is required to provide legal representation for indigent citizens when so determined by the Courts of Jurisdiction on all matters related to District Court criminal matters and Superior Court criminal matters, dependency hearings, mental health hearings, and other such matters before the Courts; and

**WHEREAS**, it is the opinion of this Board of Walla Walla County Commissioners that said legal services can best be provided for indigent persons by entering into individual contracts with certain attorneys who will accept a percentage of the appointments for felony and other cases pursuant to the conditions set forth in the contract; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve and shall sign an additional contract between Walla Walla County and Ashely Kulberg to provide legal services as outlined in the contract.

**BE IT FURTHER RESOLVED** that the contract period shall be for April 1, 2023 to December 31, 2023.

Passed this 27<sup>th</sup> day of March, 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 A LEASE OF  
COUNTY PROPERTY TO KRIS  
PETERSON**

**RESOLUTION NO. 23**

**WHEREAS**, pursuant to RCW 36.34, application to lease county property has been made by Kris Peterson to the Board of County Commissioners of Walla Walla County, Washington, said application accompanied by a deposit as required by RCW 36.34.150; and

**WHEREAS**, said county property is identified as space for an ATM in the Courthouse located at 314 W Main Street, Walla Walla in Walla Walla County, and

**WHEREAS**, the Board of County Commissioners deem it desirable to lease said property; and

**WHEREAS**, RCW 36.34.160 requires notice of the county's intention to make such a lease to be published and a date and time set for a public meeting to consider leasing said property; and

**WHEREAS**, the meeting to lease said property was set for and held on Monday, March 6, 2023 and said meeting properly advertised and posted as prescribed; and

**WHEREAS**, no objections were made to leasing said property during the public meeting, and at the conclusion of that portion of the open, public session of the Board of County Commissioners, the Board requested that a lease agreement be prepared for review and execution; and

**WHEREAS**, said lease agreement has been reviewed, and now properly executed by Kris Peterson; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they shall approve and sign said Lease between Walla Walla County and Kris Peterson, said lease to be effective immediately and terminate on March 31, 2025, subject to renewals as outlined in the Lease, or unless terminated as otherwise provided.

*Passed this 27<sup>th</sup> day of **March, 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*

## ATM LEASE

IT IS SO ORDERED by this Board of County Commissioners of Walla Walla County, Washington that a lease shall be entered into this date between the COUNTY OF WALLA WALLA, as Lessor, and Kris Peterson, as Lessee.

### WITNESSETH:

PREMISES: The Lessor leases to the Lessee the following property, approximately (10) square feet on the first floor of the Walla Walla County Courthouse, 315 W. Main Street, Walla Walla, WA for the purpose of operating an Automatic Teller Machine (ATM).

No structures or improvements may be added without the express, written permission of the Walla Walla County Board of Commissioners. Structures added shall be removed by and at the expense of Lessee within one month of termination of the lease. Any upgrades to premises or structures must meet or exceed the requirements of pertinent Walla Walla County Code or state statutes and the Americans with Disabilities Act (ADA). Permits required by the County or City must be obtained prior to project being initiated, if said permission is granted, or structures being removed.

TERM: The lease shall be effective March 31, 2023 and shall terminate on March 31, 2025 unless terminated as otherwise provided under the Termination section of this lease or renewed as set forth in this section. This lease may be renewed for a subsequent two-year term by written mutual agreement, signed by both parties, which shall be made no later than March 1, 2025.

RENTAL: As rental payment, Lessee shall compensate the County for transactions as follows on a monthly basis:

<u>Number of Transactions</u> <u>to County</u>	<u>per month</u>	<u>Amount per transaction owed</u>
0-50 transactions		0 per transaction
51-75		\$0.25 per transaction
76-150		\$0.50 per transaction
151-299		\$0.75 per transaction
300		\$1.00 per transaction

No later than 30 days after the end of each month, Lessee shall provide: (1) a signed statement, certified pursuant to RCW 9A.72.085, accounting for the number of transactions the prior month, and (2) any payment due for transactions, if payment is due. A \$15 late fee per day will be applied if transaction fees are not paid when due.

Insufficient fund checks shall be charged a \$50 fee, in addition to late fees. Late payment of rent may, at the County's sole option, result in a notice of breach and termination of this lease.

LEASEHOLD TAX: Lessee will assume liability for any leasehold taxes assessed by the County or state.

REGULATIONS: All operations of Lessee on the leased premises shall be in full compliance with all federal, state, county and municipal laws, rules and regulations.

USE: The Lessee will not use or permit use of the premises for any unlawful, immoral or offensive purpose. Lessee will take sufficient measures, including ATM mounted cameras, to protect against any theft or attempted theft, including but not limited to physical theft, "skimming" devices or installation of malware.

Lessee shall furnish and pay for all expenses related and necessary for the placement of an ATM.

Power will be supplied to the unit by the County. No internet connection to the County network will be provided.

Other than electrical power, no cords or cables will be run from the ATM unit. The unit will be sufficiently immobile to discourage theft.

The Lessee will post signage on or near the ATM listing the contact information of the owner/operator for ATM users to contact in the event of problems or concerns. In the event customer/user complaints to the County regarding the ATM exceed two per month or eight for the lease term, the County may, at its sole option, terminate the lease.

**HOLD HARMLESS/INDEMNIFICATION:** To the fullest extent permitted by law, Lessee agrees to indemnify, defend and hold the County and its departments, 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 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Lessee, its employees, agents or volunteers or Lessee's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Lessee's or its subcontractors' use of, presence upon or proximity to the property of the County. The Lessee will be responsible for any damage to County property resulting from its use of the premises or theft or vandalism by whomsoever. This indemnification obligation of the Lessee shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County.

This indemnification obligation of the Lessee shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Lessee hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Lessee are a material inducement to County to enter into this Agreement, are reflected in the Lessee's rent, and have been mutually negotiated by the parties.

Lessee agrees all Lessee's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

Lessee's initials acknowledging indemnity terms: KCP

**INSURANCE:** Within 30 days of the execution of this lease, Lessee agrees to provide the County with evidence of insurance, including an endorsement, of a general commercial liability policy, which shall include: personal injury, bodily injury and property damage for Premises/Operations Liability, Products/Completed Operations, Personal/Advertising Injury, Contractual Liability, and Cyber Security insurance in the amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate purchased from an insurance company duly licensed to transact business in the State of Washington. The policy and endorsement shall name Walla Walla County as an Additional Insured with respect to this agreement. Such coverage shall be primary and non-contributory. Lessee shall provide County evidence of current insurance coverage annually in January. Should insurance lapse, this agreement shall be considered as breached.

**SUBROGATION:** Each party mutually waives any right that either might have to recover against the other for fire or explosion losses or other insured perils.

**ASSIGNMENT:** The Lessee shall not assign this lease, the premises, or any part thereof.

**ACCEPTS PREMISES:** The Lessee has examined the premises and accepts them in their present condition. Lessee assumes the risk of any injury or damages resulting from the condition of or any defects in the property, known or unknown, occurring before or after the execution of this lease.

**MAINTENANCE AND REPAIR:** Lessee shall maintain the general character of the site, and will not drill any holes, or otherwise make changes to the property without prior written consent of the Board of County Commissioners.

**CONDITION:** Lessee agrees to keep the ATM in a presentable and economically viable condition. If the appearance or condition is allowed to deteriorate and if deemed advisable by the Lessor, the County will cause the ATM to be cleaned up and the Lessee will be billed for the costs of said cleanup.

**SERVICE:** Lessee or its agents shall be permitted to park motor vehicles near the County Courthouse to provide service to the ATM, subject to reasonable restrictions. Lessee shall coordinate servicing of the ATM with the Walla Walla County Facilities Manager.

**DAMAGE TO PROPERTY:** County assumes no responsibility for the property of the Lessee whether or not such loss or damage is occasioned by theft or vandalism by whomsoever, or fire, unless due to the intentional acts of the County.

**BREACH:** If the Lessee fails to pay the rent, or violates any terms of this lease, then County may declare the lease forfeited and the terms thereof at an end, and to immediately, without notice or process of law, and without liability to County, disconnect the ATM and secure it. Lessee shall pay the County's attorney fees and costs incurred for the purpose of enforcing any of the provisions of this law.

**TERMINATION:** Either party may terminate this lease without cause by providing the other party written notice three months in advance.

**SURRENDER:** Upon termination of this lease, in any way, the Lessee will yield up the premises to the County in as good as condition and repair as they are now, ordinary wear and tear excepted.

Dated this 14 Day of MARCH, 2023

BOARD OF COUNTY COMMISSIONERS

WALLA WALLA COUNTY, WASHINGTON

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

I certify that I know or have satisfactory evidence that Jennifer R. Mayberry is the person who appeared before me, and said person acknowledged that she signed this instrument and on oath stated that she was authorized to execute the instrument as Chairman of the Board of County Commissioners of Walla Walla County and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: MARCH 14, 2023

\_\_\_\_\_  
Notary Public for the State of  
Washington Residing at Walla

Walla

My appointment expires:

\_\_\_\_\_

Attest.

\_\_\_\_\_

Diane L. Harris, Clerk of the Board

KRIS PETERSON

Dated MARCH 14, 2023

By 

Kris Peterson

13525 NE 200<sup>th</sup> Street

Woodinville, WA 98072

BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON

IN THE MATTER OF DENYING  
CLAIM FOR DAMAGES BY BRUCE  
BANISTER AGAINST WALLA  
WALLA COUNTY

RESOLUTION NO. **23**

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that the claim against Walla Walla County by Bruce Banister, for damages alleged to have occurred on or about the time frame of November 24, 2020, be denied.

*Passed this 27<sup>th</sup> day of **March, 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 UPDATING  
APPOINTMENTS TO THE  
COMMUNITY HEALTH ADVISORY  
BOARD

RESOLUTION NO. **23**

**WHEREAS**, HB 1152, passed in 2021, changed the composition of our current Community Health Advisory Board (CHAB); and

**WHEREAS**, Walla Walla County Board of Health and Department of Community Health recruited members to assure diversity and presentation from a marginalized community while meeting the new composition guidelines; and

**WHEREAS**, pursuant to Resolution No. 22 058 and No. 22 273, seven appointments were made; and

**WHEREAS**, during the review of appointment dates it was identified that per the bylaws members terms are to end December, 31; and

**WHEREAS**, the advisory board members are to serve staggered three-year terms; now therefore

**WHEREAS**, by this Board of Walla Walla County Commissioners that the following individuals shall be reappointed to the Community Health Advisory Board and corrections to the date of terms commencing shall be made to the following members:

- 1) Dr. Mark Haugen, MD, shall be reappointed for three years, said term effective April 1, 2023 – December 31, 2026
- 2) Alayna Brinton, shall be reappointed for three years, said term effective April 1, 2023 – December 31, 2023
- 3) Don Schwerin, shall be corrected with said term effective April 1, 2022 – December 31, 2025
- 4) Jordan Green, shall be corrected with said term effective April 1, 2022 – December 31, 2024
- 5) Tamara Paul, shall be corrected with said term effective April 1, 2022 – December 31, 2024
- 6) Stacey Babcock, shall be corrected with said term effective January 1, 2023 – December 31, 2024
- 7) Steve Moss, shall be corrected with said term effective January 1, 2023 – December 31, 2026

Local Health Officer Dr. Daniel Kaminsky and Commissioner Mayberry are appointed as voting ex-officio members to the CHAB pursuant to RCW 70.46.140(2).

Passed this 27<sup>th</sup> day of March, 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

## **COUNTY COMMISSIONERS (Continued)**

### **j) Action Agenda Items (Continued):**

- 2) Rescind Proposal 2023 03-20 Fair Approving a bid award and contract for Fairgrounds Community Center HVAC Replacement Project
  - 3) Proposal 2023 03-27 CDD-1 Approval to work with Human Resources to develop a Deputy Director of Planning position to supervise the Planning and Code Enforcement Divisions
  - 4) Resolution – Appointing County representatives to project management team for Countywide Planning Policies update
- k) Discussion/possible action re Application for Community Outreach Funds from Waitsburg Parks and Recreation**
- l) Discussion/possible action re Application for Community Outreach Funds from Waitsburg Gun Club**
- m) Miscellaneous business to come before the Board**
- n) Review reports and correspondence; hear committee and meeting reports**
- o) Review of constituent concerns/possible updates re: past concerns**

# \* Rescind Proposal 2023 03-20 Fair \*



## Proposal

Date: 3-9-2023

Proposal ID. 2023 03-20 Fair

To: WWBOCC

From: Greg Lybeck, Fairgrounds Manager

**Intent** – Approval of bid award and contract for Fairgrounds Community Center HVAC Replacement Project

**Topic** – Fairgrounds Community Center HVAC Replacement Project

**Summary** – On February 21, 2023, we sent bid requests out to six contractors from the Small Works Roster. The project involves removing two of the four 10-ton HVAC units in the Fairgrounds Community Center and replacing them with two new units. The existing units are over thirty years old and well beyond their expected life. It has been difficult for our local contractors to repair these units because parts are not available. Bids closed on March 8, 2023, at 4:00 p.m.

The following bid was received by the deadline of March 8, 2023, at 4:00 p.m.

Mill Creek Mechanical	Walla Walla, WA	\$46,652.78 with tax
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**Cost-**

\$46,652.78 Tax included

**Funding** – The project will be funded from 301.

**Alternatives Considered-** We considered to continue to have contractors repair the units but repairs were expensive and would not give us a guarantee the units would work for any amount of time.

**Acquisition Method-** Through the bid process.

**Security** - NA

**Access** -NA

**Risk** – NA

**Benefits** – The benefits will be improving both the heat and air conditioning in our most used building for events. It will also reduce the cost that it now takes to keep them running.

**Conclusion/Recommendation-** I am recommending that the Commissioners approve the bid award and authorize Greg Lybeck, Fairgrounds Manager to sign associated contract to Mill Creek Mechanical after review by Prosecuting Attorney's office for the Fairgrounds Community Center HVAC Replacement Project.

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Submitted By

Greg Lybeck      Fairgrounds      3.9.2023

Disposition

☒ Approved

Name      Department      Date

Greg Lybeck

Signature

☐ Approved with modifications

☐ Needs follow up information

☐ Denied

James R. King      3/20/2023

BOCC Chairman

Date

Additional Requirements to Proposal

☐ Modification

☐ Follow Up

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# Proposal

Date: March 21, 2023

Proposal ID: 2023-03-27 CDD 1

To: BOCC

From: Lauren Prentice  
Community Development Director

## **Intent**

Gain BOCC approval to work with HR and HRCC to develop a Deputy Director of Planning Position to supervise the planning and code enforcement divisions.

## **Topic**

New Deputy Director position

## **Summary**

Prior to 2019, the Community Development Department had a Principal Planner position that supervised the planning division while the Building Official/Fire Marshal position supervised the building division. At other times the department has had an Assistant/Deputy Director position. The Department has four related and complex functions, building, fire prevention, code enforcement, and planning. The planning, permitting, and enforcement processes are interrelated but also very different. The practice of each division, and its management, requires substantial technical expertise. The Building Official/Fire Marshal position has traditionally been difficult to fill, and it remains vacant 4+ months after the departure of our prior Building Official. When it was last vacant, it took over a year to fill it. We're looking for someone with experience in management and building code administration and fire prevention and it's difficult to find someone with capabilities in all three areas. In many jurisdictions the Building Official and Fire Marshal positions are separate. So, the administrative burden of this position has shifted back to me as the Director, as well as some of the technical work. When the position is filled, it will take time to bring the new occupant up to speed on Walla Walla County's processes and regulations, which differ from other jurisdictions even within the State of Washington.

Meanwhile, the number and complexity of planning applications and projects are increasing the workload for planning staff and the Director. There is a lot of development interest in areas in the County that are more challenging to develop, like those near critical areas, which generates more work for the planning division and Director. This year we're doing an update of the Shoreline Master Program and we've just begun the process of updating the Countywide Planning Policies (CPP). The CPP update will be followed in 2025-2026 with a Comprehensive Plan Periodic Update and potentially review of Urban Growth Area (UGA) boundaries. With our current planning staff levels, we're able to somewhat keep up with current planning applications

but there's no capacity to do anymore without further slowing down development review processes. The Department has effectively been staffed at the bare minimum level needed to manage current planning and permitting which means there's also no capacity to proactively plan, do code amendments, etc.

Establishing a new Deputy Director of Planning position would allow me to delegate some planning decisions and planning work. The permitting processes could be expedited, and we would be able to be more proactive and prepare for the future. I would also like to move management of code enforcement under the new position. We are seeing more and more enforcement cases that relate to planning and environmental regulations and our code enforcement officer, who specializes in nuisance code, needs more support for planning/zoning enforcement than in the past. We also lack enforcement procedures for planning activities and this position could assist with establishing this system.

### **Cost**

Approximately \$90,000 to \$120,000/year depending on how position ranks in our employment schedule.

### **Funding**

This position is not included in this year's budget. We are likely to see increased permit revenues this year which would partially cover this position. However, long-range planning work, which would be a large part of this position, will never be covered by permit revenue. There may be State grant opportunities from time-to-time that can be explored to assist with funding planning functions of the department although recently there have been none.

### **Alternatives Considered**

N/A

### **Acquisition Method**

N/A

### **Security**

N/A

### **Access**

N/A

### **Risk**

N/A

### **Benefits**

Increased capacity for planning work and expedited planning, permitting, and enforcement processes.

**Conclusion/Recommendation**

Recommend the BOCC approve the Community Development Director request to work with Human Resources to explore and develop a Deputy Director of Planning position.

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Submitted By			Disposition
Lauren Prentice, Com Dev Director			<input type="checkbox"/> Approved
<hr/>			
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

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

IN THE MATTER OF APPOINTING  
COUNTY REPRESENTATIVES TO  
PROJECT MANAGEMENT TEAM FOR  
COUNTYWIDE PLANNING POLICIES  
UPDATE

**RESOLUTION NO. 23**

**WHEREAS**, Walla Walla County recently approved an Interlocal Agreement with our cities to review and, if needed, update the Countywide Planning Policies; and

**WHEREAS**, the Interlocal Agreement provides that each jurisdiction may appoint three representatives to serve on the Project Management Team, which will oversee the review and update; and

**WHEREAS**, the Community Development Director has recommended the following people be appointed to serve as County representatives; and

- Commissioner Todd L. Kimball, current Community Development Department liaison
- Planning Commission member Chuck Carruthers, one of our longest serving Planning Commission members
- Lauren Prentice, Community Development Director (per the agreement will also serve as project administrator)

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners they do hereby approve said representatives.

*Passed this 27<sup>th</sup> day of March, 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*



**Note:** This is a grant program. This form provides information for members of the Walla Walla County Board of Commissioners to evaluate requests for special Community Outreach funds, which are public monies set aside for special projects that benefit the county community and its citizens. Funds may not be used for expenditures already incurred or paid. Outreach funds may not supplant other funding. The county commissioners have sole authority regarding these funds. Any award of funds will not be final until the execution of a contract with the County signed by the Board of County Commissioners and the applicant.

E-mail: [Info@WaitsburgParks.org](mailto:Info@WaitsburgParks.org)

**E-mail:**

### ***Certification of Authority to Secure Project Funds***

Beth Oaves  
Signature of Authorizing Official

Printed Name/Title of Authorizing Official

---

## Budget Summary

BUDGET CATEGORY (ex. Personnel, supplies, consultant, etc.)	GRANT FUNDS REQUESTED
2021 Election Fees	\$2800.00
2023 Election Fees	\$3200.00
Telecommunications - website	\$247.99
<b>Total</b>	<b>\$6247.99</b>

**Total Grant Funds Requested: \$6247.99**

## Project Proposal Narrative Community Outreach Funds Grant Request

## Community Outreach Funds Grant Request

***(Attach additional pages if/as needed)***

## About the Project

- **Statement of Purpose**

*Waitsburg Parks & Recreation District was established to preserve, protect and manage Waitsburg's Natural Resources, Parklands, and assets as they strive to communicate, cooperate and collaborate with individuals and entities to ensure access to a variety of social, recreational, and entertainment, and educational opportunities for all ages, not failing those with reduced abilities.*

- **Project Summary**

*Waitsburg Parks and Recreation District is an unfunded district of the City of Waitsburg and Walla Walla County. With this, we are voted on by our constituents, causing a debit to occur for our volunteer elected positions. This debt and forthcoming debit of elections for this year hold negatively against us, no fault to our own.*

*We request these funds to cover the last and next election so we can serve our community to the best of our abilities in our volunteer roles. We also request funding for the website creation/maintenance to allow the community to see that their active commissioners are doing what we were elected to do!*

- Is this a joint project? If so, please provide identity of other organization(s).

*No.*

### **Project Objectives**

- How will this project benefit the citizens of Walla Walla County?

*This will benefit the community members by eliminating the current and future debt associated with elections and establishing a media source to keep the citizens informed of upcoming events.*

- How many will the project benefit, and what population (teens, seniors, etc.) will it benefit most?

*The project will benefit all residents and visitors to the area by eliminating the debt to keep it from continuing to grow.*

- Is there a plan to evaluate the results of the project for which the funds are requested?

*Yes. As we apply for future Parks and Recreation funding, a negative balance is not acceptable and denies our community funding.*

- Is the project supported by any Walla Walla County adopted plans (such as the County Comprehensive Plan, Homeless Housing Plan, Wildfire Plan, etc.)? If so, please provide a citation to applicable section of plan.

*No.*

### **Funding:**

- Are there other sources of funds for this project, or are other funds being sought? If so, please provide the source and the amount sought.

*At this time, no other funding sources are being sought after.*

- What source(s) of non-state, county, or city funds exist for completion of the project and its ongoing maintenance and operation?

*Until a levy can pass, we have no funding except out of the Waitsburg Park and Recreation Commissioners' personal pockets.*

### **Accounting Methods and Audit Procedures**

Walla Walla County must accurately account for all funds expended to the citizens of the county as well as via the annual audit performed by the State Auditor's office. Please detail how your agency will meet all local and state auditing and accounting requirements.

*As it stands, the Waitsburg Park and Recreation District has no income to report. All expenses, with the exception of the election fees, are being covered by the Waitsburg Park and Recreation Commissioners to keep everything at a zero balance.*

#####

3/3/2023  
(Date)

Beth Jones  
(Signature)

***Please return completed application to:***

**Walla Walla County Commissioners' Office  
County Public Health and Legislative Building, 314 West Main (physical)  
P. O. Box 1506 (mailing address)  
Walla Walla, WA 99362**

**OR**

***e-mail completed application to:*** [wwcocommissioners@co.walla-walla.wa.us](mailto:wwcocommissioners@co.walla-walla.wa.us)

**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](mailto: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  
GUNNER FULMER**

COUNTY OF WALLA WALLA  
STATE OF WASHINGTON  
BOARD OF COUNTY COMMISSIONERS



**APPLICATION FOR COMMUNITY OUTREACH FUNDS**

Note: This is a grant program. This form provides information for members of the Walla Walla County Board of Commissioners to evaluate requests for special Community Outreach funds, which are public monies set aside for special projects that benefit the county community and its citizens. Funds may not be used for expenditures already incurred or paid. Outreach funds may not supplant other funding. The county commissioners have sole authority regarding these funds. Any award of funds will not be final until the execution of a contract with the County signed by the Board of County Commissioners and the applicant.

**Applicant Organization/Agency:**

Agency Head: Cindy Daves

Authorizing Official/Title: Cindy Daves; Waitsburg Gun Club President

Address: 85 Bramlett Rd. / PO Box 61

Telephone: (509) 520 -9952

Fax: \_\_\_\_\_

E-mail: sec@waitsburggunclub.org

**Primary Project Contact (if different from above):**

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Organization Information**

Is applicant registered with the state as a non-profit organization?

Yes

No

☒☐

Does applicant have current or pending 501(c)(3) IRS registration?

☒☐

If answered no to either of the above, is applicant a local government?

☐☐

If none of the above, please describe.

***Certification of Authority to Secure Project Funds***

Organization/Agency:

Cindy Daves  
Signature of Authorizing Official

Cindy Daves; Waitsburg Gun Club President

Printed Name/Title of Authorizing Official

March 6, 2023

Date



BUDGET CATEGORY (ex. Personnel, supplies, consultant, etc.)	GRANT FUNDS REQUESTED
Trap Range Concrete	\$22,000
Trap Machine	\$10,275
<b>Total</b>	<b>\$32,275</b>

**Total Grant Funds Requested:** \$ 32,275

## Project Proposal Narrative

## Community Outreach Funds Grant Request

We were hit by a 100 year flood in early February, 2020, which did massive damage to our facilities, including our trap area. We were already limited to using only one of our two trap ranges until a safety wall could be built which we installed in July of 2021. The flood waters (estimated by the Army Corps of Engineers to be the worst in our local history) dislodged our remaining trap range's cement walkways breaking them in multiple places, damaged the trap machine (which sat in flood waters and silt for weeks), damaged the trap machine motors, broke an electrical housing off the power pole which fed electricity down to the trap pit and generally rendered the remaining trap range unusable.

We have made site improvements and repairs as we have been able to afford including having the trap motors rewound but would love to make this area of the range safe for users of all mobilities and for the community use again including allowing area youth to utilize and host competitions without requiring borrowing another range.

The project entails, removing of the remaining broken concrete shooting lanes, and replacing allowing for accessibility of various mobilities. In the future, we plan to re-install lights to allow for evening practices for our youth teams (FFA and 4-H) and community members instead of restricting to weekend practices which are typically family time or competition days for the youth teams.

Being the only shooting sports facility located in the greater Walla Walla County area to support rifle/pistol/shotgun and archery; since the flood, we have completed range site improvements of an electronic gate as well as a concrete floor/pad in the rifle/pistol range house, built a wall between the ranges and created a space for an ADA toilet to be easily accessible for all. We look forward to making this an accessible and safe space as well!

### **About the Project**

- Statement of Purpose

The purposes of this Club shall be:

- (a) To promote safe, organized firearm use;
- (b) To provide opportunities for general firearm experiences and education;
- (c) To improve marksmanship and knowledge through competitive Club sponsored events; and
- (d) To encourage characteristics of honesty, good fellowship, self-discipline, and self-reliance, which are the hallmarks of good sportsmanship and the foundation of true patriotism.

- Project Summary

- Remove the remaining the broken concrete lanes in the trap area and replace both areas with new lanes and add 1 concrete bunker, we have removed the railroad tie structure that did house the old trap machine.
- Purchase new/new to us Pat Trap, Trap Machine (depending on availability)

- Is this a joint project? If so, please provide identity of other organization(s).

No, we as a membership are embarking to make the gun club the best it can possibly be.

### **Project Objectives**

- How will this project benefit the citizens of Walla Walla County?

We believe each and every citizen from the surrounding communities including but not limited to: Walla Walla, Dayton, Milton-Freewater, Athena, Pasco, Kennewick, Richland, Pomeroy, Pendleton and Touchet; including kids, teenagers, families, seniors; all of which need a safe environment to learn firearm education and be able to maintain their skills.

- How many will the project benefit, and what population (teens, seniors, etc.) will it benefit most?

Being the only shooting sports facility located in the greater Walla Walla County area to support rifle/pistol/shotgun and archery; with members and their families from the surrounding communities including but not limited to: Walla Walla, Dayton, Milton-Freewater, Athena, Pasco, Kennewick, Richland, Pomeroy, Pendleton and Touchet; we continue to strive to make and ensure a safe environment for 4-H, FFA, additional school programs and community members to utilize year around as an educational learning center.

- Is there a plan to evaluate the results of the project for which the funds are requested?

Yes. We will evaluate usage of the facility, meeting with the subgroups to best meet their needs / schedules to allow for all users to best utilize.

- Is the project supported by any Walla Walla County adopted plans (such as the County Comprehensive Plan, Homeless Housing Plan, Wildfire Plan, etc.)? If so, please provide a citation to applicable section of plan.

Not at this time.



**Funding:**

- Are there other sources of funds for this project, or are other funds being sought? If so, please provide the source and the amount sought.

At this time, our membership dues is the funding we have. Being mid year (our year is Sept – Aug), and recently completing the electronic gate, we are seeking assistance to complete this project hopefully this spring to allow for us to be able to complete all phases including lights by Fall of 2023. We look forward to providing the youth teams and community members to be able to practice mid week during the evening hours especially during the summer months.

- What source(s) of non-state, county, or city funds exist for completion of the project and its ongoing maintenance and operation?

Our membership annual dues allows for us to cover the ongoing maintenance and operations setting a portion aside for site improvements.

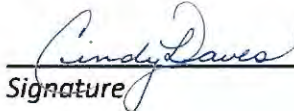
**Accounting Methods and Audit Procedures**

Walla Walla County must accurately account for all funds expended to the citizens of the county as well as via the annual audit performed by the State Auditor's office. Please detail how your agency will meet all local and state auditing and accounting requirements.

We will have receipts/invoices for all items and transactions, having our financials readily available for the action items stated within.

March 6, 2023

Date

  
Signature

***Please return completed application to:***

**Walla Walla County Commissioners' Office  
County Public Health and Legislative Building, 314 West Main (physical)  
P. O. Box 1506 (mailing address)  
Walla Walla, WA 99362**

**OR**

***e-mail completed application to:*** [wwcocommissioners@co.walla-walla.wa.us](mailto:wwcocommissioners@co.walla-walla.wa.us)

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

**PHONE: (509) 524-2505 • FAX: (509) 524-2512**



**a) Consent Agenda Items:**

- 1) Approve and execute County Road Administration Board Reports for Fish Passage Barrier Removal Certification 2022 and Annual Certification 2022

**b) Action Agenda Items:**

- 1) Resolution – Signing a Project Prospectus for Kooskooskie Bridge
- 2) Resolution – Bid Award for Burbank Business Park Multi-Use Path
- 3) Proposal 2023 03-27 PW Approval to temporarily use county owned property at 1068 Lewiston Road, Walla Walla – Parcel #370823320007 for Zone 8 Chip Seal Project

**c) Department update and miscellaneous**

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

IN THE MATTER OF SIGNING A  
PROJECT PROSPECTUS FOR  
KOOSKOOSKIE BRIDGE

RESOLUTION NO. **23**

**WHEREAS**, emergency funds are available for Kooskooskie Bridge, and

**WHEREAS**, Kooskooskie Bridge on Mill Creek Road qualifies for said funds, and

**WHEREAS**, a Project Prospectus have been prepared as part of an application for said emergency funds, and

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

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

*Passed this 27<sup>th</sup> day of March, 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 A BID AWARD  
FOR THE BURBANK BUSINESS PARK  
MULTI-USE PATH PROJECT**

**RESOLUTION NO. 23**

**WHEREAS**, as advertised, a bid opening was held on Monday, March 13, 2023 for the Burbank Business Park Multi-Use Path project, and the following bids were opened and read publicly:

- |    |   |              |
|----|---|--------------|
| 1) | Nelson Construction Corp<br>Walla Walla, Washington     | \$328,182.03 |
| 2) | C&E Trenching LLC<br>Pasco, Washington                  | \$337,924.00 |
| 3) | Ellison Earthworks LLC<br>Richland, Washington          | \$339,468.11 |
| 4) | Culbert Construction, Inc<br>Pasco, Washington          | \$359,600.03 |
| 5) | Allstar Construction Group, Inc<br>Richland, Washington | \$436,976.25 |
| 6) | ESF Solutions<br>Walla Walla, Washington                | \$449,900.00 |

**WHEREAS**, Nelson Construction Corp submitted the lowest responsive, responsible bid, now therefore

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners, that the Burbank Business Park Multi-Use Path project is awarded to Nelson Construction Corp for \$328,182.03.

*Passed this 27<sup>th</sup> day of **March, 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*

WALLA WALLA COUNTY BANK BUSINESS PARK-MULTI-USE PATH PROJECT NO. 6022		ENGINEER'S ESTIMATE		Nelson Construction Corp. PO Box 794 Walla Walla, WA 99362		C&E Trenching LLC 3815 N Glade Road Pasco, WA 99301		Elision Earthworks LLC 3819 Dupontail Street 6323 Richland, WA 99362		Culbert Con 3905 E. Pasco, W	
ITEM DESCRIPTION	PLAN QUANT	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE
PREPARATION	1.00	LS	\$31,000.00	\$31,000.00	\$30,867.98	\$30,867.98	\$9,700.00	\$9,700.00	\$40,705.31	\$40,705.31	\$27,708.00
AND GRUBBING	1.30	ACRE	\$5,000.00	\$6,500.00	\$7,347.77	\$9,552.10	\$3,800.00	\$4,940.00	\$6,975.87	\$9,486.83	\$1,416.92
OF STRUCTURE AND OBSTRUCTION	1.00	LS	\$5,000.00	\$5,000.00	\$6,616.13	\$6,618.13	\$800.00	\$800.00	\$7,451.44	\$7,451.44	\$1,729.00
GRADING	510.00	CY	\$20.00	\$10,200.00	\$35.37	\$18,038.70	\$10.50	\$5,355.00	\$47.87	\$24,413.70	\$44.19
EXCAVATION INCL. HAUL	377.00	CY	\$16.00	\$6,055.00	\$43.06	\$16,233.62	\$25.00	\$9,425.00	\$12.95	\$4,882.15	\$13.01
MENT COMPACTION	55.00	CY	\$40.00	\$2,200.00	\$58.98	\$3,243.90	\$100.00	\$5,500.00	\$88.76	\$4,882.90	\$101.45
FOUNDATION EXCAVATION INCL. HAUL	100.00	CY	\$25.00	\$2,500.00	\$31.19	\$3,119.00	\$54.00	\$5,400.00	\$24.41	\$2,441.00	\$1.61
DRAINAGE	1.00	EA	\$350.00	\$350.00	\$810.94	\$810.94	\$240.00	\$240.00	\$476.76	\$476.76	\$188.00
ION INLET	8.00	TON	\$30.00	\$240.00	\$37.47	\$299.76	\$130.00	\$1,040.00	\$182.55	\$1,460.40	\$125.25
PALLS	1.00	EA	\$2,500.00	\$2,500.00	\$2,252.14	\$2,252.14	\$3,800.00	\$3,800.00	\$2,865.81	\$2,865.81	\$1,823.00
STORM SEWER	25.00	LF	\$80.00	\$2,000.00	\$66.64	\$2,166.00	\$55.00	\$1,375.00	\$65.77	\$2,144.25	\$86.60
SIM TYPE 1	513.00	CY	\$45.00	\$23,085.00	\$81.95	\$31,760.35	\$69.00	\$35,494.00	\$65.44	\$43,830.72	\$121.72
LL PVC STORM SEWER PIPE 12 IN. DIAM	113.00	CY	\$50.00	\$5,650.00	\$61.04	\$5,767.52	\$110.00	\$12,420.00	\$46.17	\$4,991.21	\$101.93
SURFACING	0.20	ACRE	\$9,000.00	\$1,800.00	\$10,429.15	\$2,085.83	\$9,700.00	\$1,940.00	\$8,716.84	\$1,743.37	\$8,837.00
ERTILIZING, AND MULCHING	20.00	SY	\$20.00	\$400.00	\$27.53	\$546.60	\$37.00	\$740.00	\$70.78	\$1,415.60	\$85.70
EROSION CONTROL	182.00	LF	\$41.00	\$7,462.00	\$56.13	\$10,215.66	\$47.00	\$8,554.00	\$48.60	\$8,945.20	\$84.07
CONC. TRAFFIC CURB AND GUTTER	1.00	LS	\$12,000.00	\$12,000.00	\$1,093.12	\$1,093.12	\$7,000.00	\$7,000.00	\$5,231.76	\$5,231.76	\$3,281.00
TEMPORARY TRAFFIC CONTROL	2.00	EA	\$300.00	\$600.00	\$413.10	\$826.20	\$300.00	\$600.00	\$299.10	\$598.20	\$1,097.00
AND RESET SIGNS	1.00	LS	\$10,000.00	\$10,000.00	\$7,489.32	\$7,489.32	\$5,000.00	\$5,000.00	\$2,975.92	\$2,975.92	\$3,839.00
OTHER ITEMS	4,102.00	SY	\$50.00	\$205,100.00	\$37.46	\$153,660.92	\$45.50	\$186,641.00	\$34.90	\$143,159.80	\$37.89
AL CEMENT CONC. DRIVEWAY ENTRANCE	52.00	SY	\$140.00	\$7,280.00	\$89.69	\$5,163.88	\$80.00	\$4,160.00	\$71.17	\$3,700.84	\$130.82
80 PVC CASING SLEEVE	15.00	LF	\$120.00	\$1,800.00	\$44.91	\$673.65	\$100.00	\$1,500.00	\$63.57	\$953.55	\$59.60
PRINKLER LINE	1.00	EA	\$200.00	\$200.00	\$333.92	\$333.92	\$280.00	\$280.00	\$1,074.86	\$1,074.86	\$335.00
AND CLEANUP	1.00	LS	\$2,000.00	\$2,000.00	\$3,243.78	\$3,243.78	\$15,500.00	\$15,500.00	\$11,827.85	\$11,827.85	\$14,207.00
ANCE	1.00	LS	\$500.00	\$500.00	\$69.91	\$69.91	\$500.00	\$500.00	\$826.78	\$826.78	\$226.00
	10,000.00	DOL	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00

TOTALS: \$355,822.00 \$328,182.03 \$337,924.00 \$339,466.11

BID OPENING DATE: 04/11/23

Prepared Approved

WALLA WALLA COUNTY BANK BUSINESS PARK-MULTI-USE PATH PROJECT NO. 6202		ENGINEER'S ESTIMATE				Alistar Construction Group, Inc 2544 Von Giesen Street Richland, WA 99354				ESF Solutions 620 W Pine Street Walla Walla, WA 99362				CONTRACTOR ADDRESS		CONTRACTOR ADDRESS	
ITEM DESCRIPTION	PLAN QUANT	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
PREPARATION	1.00	LS	\$31,000.00	\$31,000.00	\$8,913.00	\$8,913.00	\$35,000.00	\$35,000.00									
	1.30	ACRE	\$5,000.00	\$6,500.00	\$6,626.75	\$8,614.78	\$10,000.00	\$13,000.00									
	1.00	LS	\$5,000.00	\$5,000.00	\$704.00	\$704.00	\$10,000.00	\$10,000.00									
GRADING	510.00	CY	\$20.00	\$10,200.00	\$17.46	\$8,904.60	\$50.00	\$25,500.00									
	377.00	CY	\$15.00	\$5,655.00	\$2.86	\$1,078.22	\$30.00	\$11,310.00									
	55.00	CY	\$40.00	\$2,200.00	\$12.94	\$711.70	\$50.00	\$2,750.00									
EXCAVATION INCL. HAUL	100.00	CY	\$25.00	\$2,500.00	\$34.60	\$3,460.00	\$50.00	\$5,000.00									
	1.00	EA	\$350.00	\$350.00	\$321.00	\$321.00	\$5,000.00	\$5,000.00									
	8.00	TON	\$30.00	\$240.00	\$155.76	\$1,246.08	\$100.00	\$800.00									
STORM SEWER SIN TYPE 1 12 IN. DIAM	1.00	EA	\$2,500.00	\$2,500.00	\$1,903.00	\$1,903.00	\$8,000.00	\$8,000.00									
	25.00	LF	\$80.00	\$2,000.00	\$129.12	\$3,228.00	\$100.00	\$2,500.00									
	515.00	CY	\$45.00	\$23,085.00	\$77.48	\$39,747.24	\$85.00	\$43,605.00									
SURFACING TOP COURSE E BALLAST	113.00	CY	\$50.00	\$5,650.00	\$144.74	\$16,355.62	\$85.00	\$9,605.00									
	0.20	ACRE	\$8,000.00	\$1,600.00	\$18,794.70	\$3,758.94	\$10,000.00	\$2,000.00									
	20.00	SY	\$20.00	\$400.00	\$81.35	\$1,627.00	\$50.00	\$1,000.00									
EROSION CONTROL FERTILIZING, AND MULCHING PLANTATION	182.00	LF	\$41.00	\$7,462.00	\$46.60	\$8,481.20	\$60.00	\$10,920.00									
	1.00	LS	\$12,000.00	\$12,000.00	\$4,246.81	\$4,246.81	\$7,500.00	\$7,500.00									
	2.00	EA	\$300.00	\$600.00	\$213.20	\$426.40	\$1,000.00	\$2,000.00									
TRAFFIC CONC. TRAFFIC CURB AND GUTTER TEMPORARY TRAFFIC CONTROL AND RESET SIGNS	1.00	LS	\$10,000.00	\$10,000.00	\$7,405.00	\$7,405.00	\$9,200.00	\$9,200.00									
	4,102.00	SY	\$50.00	\$205,100.00	\$71.04	\$291,406.08	\$55.00	\$225,610.00									
	52.00	SY	\$140.00	\$7,280.00	\$133.89	\$6,962.28	\$70.00	\$3,640.00									
OTHER ITEMS	15.00	LF	\$120.00	\$1,800.00	\$52.22	\$783.30	\$30.00	\$450.00									
	1.00	EA	\$200.00	\$200.00	\$247.00	\$247.00	\$2,000.00	\$2,000.00									
	1.00	LS	\$2,000.00	\$2,000.00	\$5,798.00	\$5,798.00	\$3,000.00	\$3,000.00									
CONCRETE SIDEWALK AL CEMENT CONC. DRIVEWAY ENTRANCE 00 PVC CASING SLEEVE DRAINAGE AND CLEANUP	1.00	LS	\$500.00	\$500.00	\$647.00	\$647.00	\$510.00	\$510.00									
	10,000.00	DOL	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00									

TOTALS:  
03/13/23

\$355,822.00

\$436,976.25

\$449,900.00

Prepared  
Approved



# Proposal

**Date:** March 21, 2023

**Proposal ID.** 2023 03-27 PW

**To:** Board of County Commissioners

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

**Intent** – Seeking to gain approval to temporarily use county owned property at 1068 Lewiston Road, Walla Walla – Parcel #370823320007

**Topic** – Temporary use of property to stockpile rock for our Zone 8 chip seal project

## **Summary**

We would like to use a portion of County owned property (outside the former transfer station which is fenced) located at 1068 Lewiston Road (parcel#370823320007) to temporarily stockpile rock for our Zone 8 Chip Seal project.

We would propose to first do some garbage removal and grading to flatten up the site to build the rock piles. Once done with our Chip Seal in Zone 8, we would leave a flat floor of rock covering the footprints of the stockpiles. We would install a gate at the entrance location to control access into the property where the stockpiles would be located.

I have included the Chip Seal Zones map as well as an exhibit depicting the portion of the parcel we would like to use.

Please note that this property is located north of Dixie and was acquired in 1969 for a dump site. This was acquired by deed. The property is approximately 8.3 acres in size. I have included the 1969 deed.

## **Cost**

## **Funding**

## **Alternatives Considered**

## **Acquisition Method**

## **Security**

## **Access**

We would access the property off Lewiston Road using the property's driveway and thru a gate just south of the fenced (former) transfer station.

**Risk**

**Benefits**

This would allow Public Works efficient Chip Seal operation of Zone 8 in 2024.

**Conclusion/Recommendation**

My recommendation/request is to grant us use of property located at 1068 Lewiston Road, Walla Walla – Parcel #370823320007 to temporarily stockpile rock for our Zone 8 Chip Seal project.

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Submitted By

Disposition

Tony Garcia, Public Works Director 3/21/2023

☐ Approved

Name      Department      Date

☐ Approved with modifications

☐ Needs follow up information

Signature

☐ Denied

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BOCC Chairman

Date

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**Additional Requirements to Proposal**

☐ Modification

☐ Follow Up

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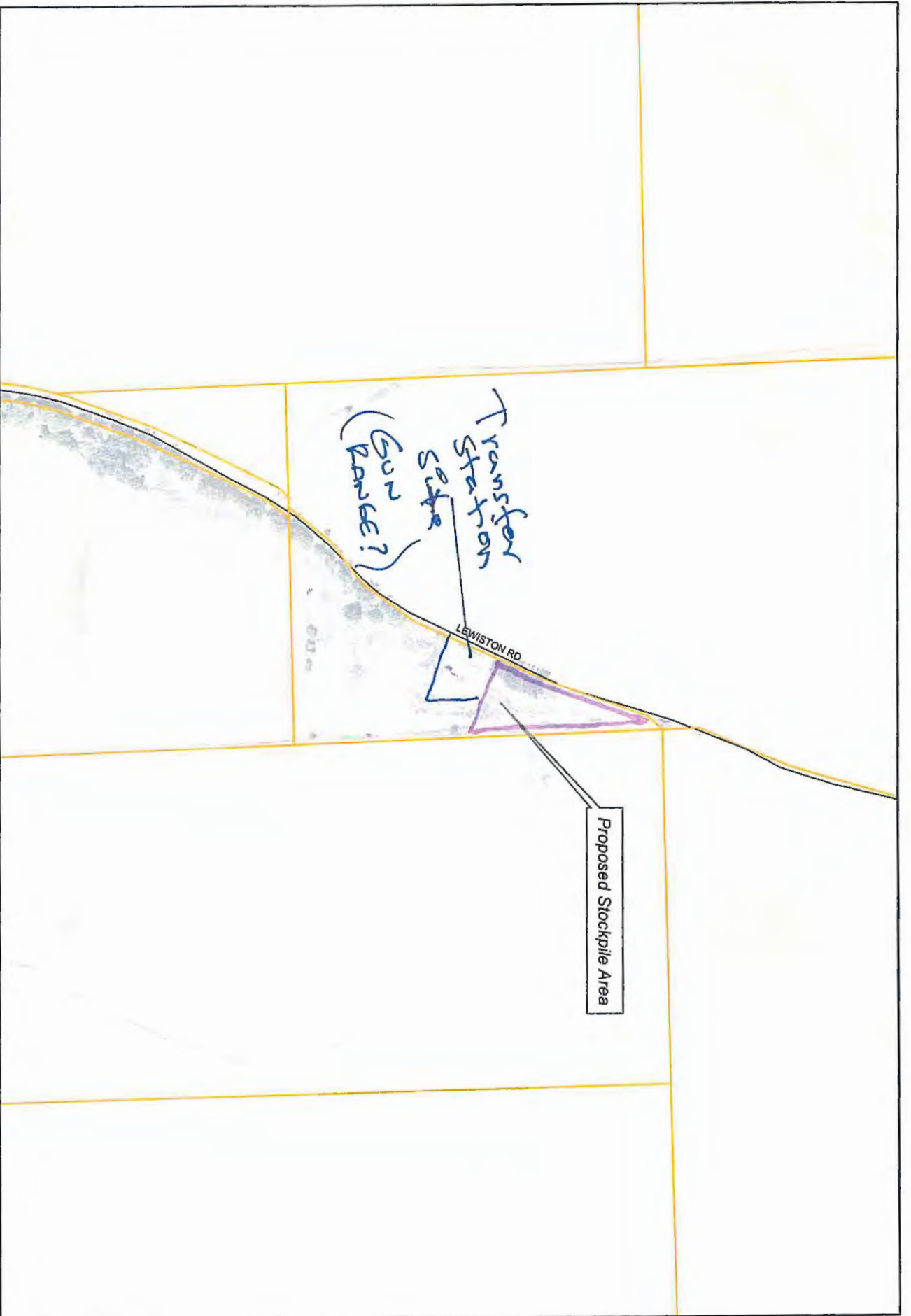
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1068 Lewiston Rd  
WALLA WALLA COUNTY  
WALLA WALLA, WA





RBANK

TOUCHET



# Chipseal Cycles Walla Walla County Department of Public Works



GARDENA



WASHINGTON STATE

US 12  
HERNANDEZ

EUREKA

CLIDE

PARSCOTT

WINTERSLING

MAP 1

T. 10N. T. 11N. T. 12N. T. 13N.

R. 31E. R. 32E. R. 33E. R. 34E.

T. 06N. T. 07N. T. 08N.

R. 31E. R. 32E. R. 33E. R. 34E.

T. 06N. T. 07N. T. 08N.

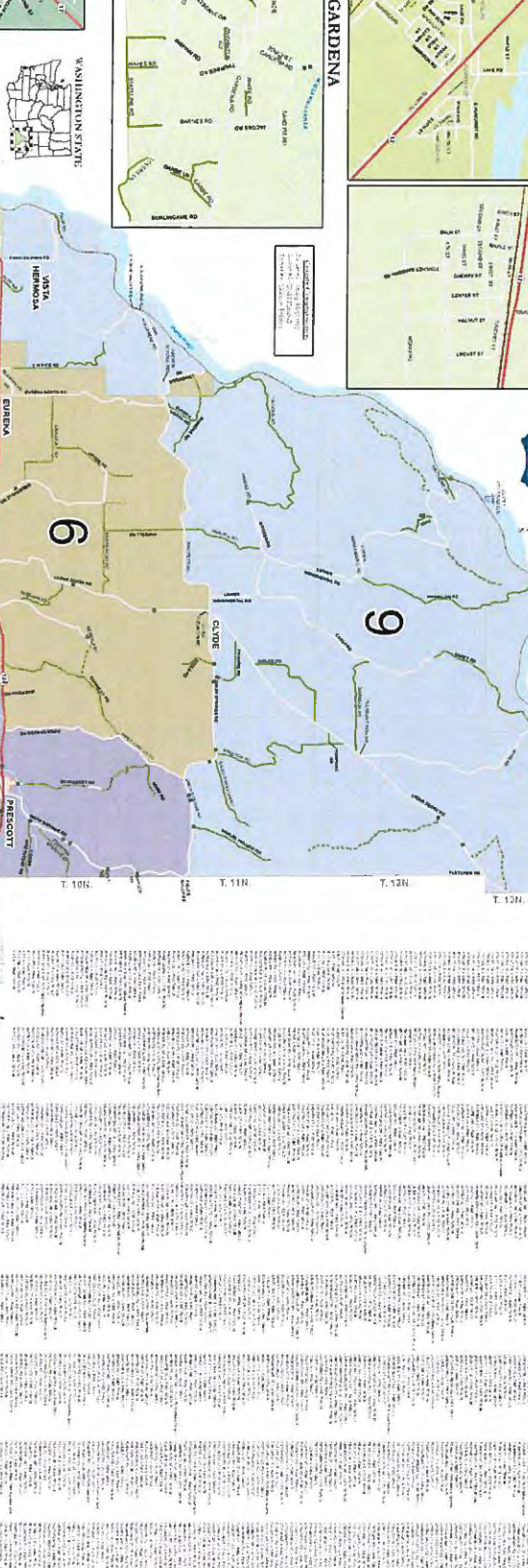
R. 31E. R. 32E. R. 33E. R. 34E.

T. 06N. T. 07N. T. 08N.

R. 31E. R. 32E. R. 33E. R. 34E.

T. 06N. T. 07N. T. 08N.

R. 31E. R. 32E. R. 33E. R. 34E.



Map of Walla Walla County, Washington, showing the Chipseal Cycles. The map is divided into nine numbered regions (1-9) and is color-coded by road type: State Routes (red), County Roads (orange), and Local Roads (yellow). The map also shows water bodies (blue) and land use (green). The map is oriented with North at the top. The map is titled "Chipseal Cycles Walla Walla County Department of Public Works". The map is dated 2010. The map is prepared by the Department of Public Works, Walla Walla County. The map is for informational purposes only. The map is not a legal document. The map is not to be used for any other purpose. The map is not to be reproduced without the written permission of the Department of Public Works, Walla Walla County. The map is not to be used for any other purpose. The map is not to be reproduced without the written permission of the Department of Public Works, Walla Walla County.



503377

STATUTORY WARRANTY DEED

THE GRANTORS ARCHIE E. LINDSEY and BERNADENE V. LINDSEY, husband and wife, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), in hand paid, convey and warrant to WALLA WALLA COUNTY, a Municipal Corporation, the following described real estate, situated in the County of Walla Walla, State of Washington:

Beginning at a point in the East and West center line of Section 23, Township 8 North, Range 37 East of the Willamette Meridian, which point is 1281.06 feet East, measured along said East and West center line, from the quarter section corner on the line between Sections 22 and 23 in Township 8 North, Range 37 East of the Willamette Meridian, and running thence south 15°15' west 338.58 feet; thence south 23°30' west 303.60 feet; thence south 27°15' west 476.52 feet; thence south 43°45' west 407.88 feet; to a point in the South line of the northwest quarter of the southwest quarter of said Section 23; thence East on said South line a distance of 752.40 feet to the Southeast corner of said northwest quarter of the southwest quarter; thence North, along the East line of said northwest quarter of the southwest quarter, a distance of 1321.32 feet to the northeast corner thereof; thence West 42.24 feet to the point of beginning.

Said described tract of land contains 9.4 acres, more or less.

Grantors reserve the right to the use and occupancy of the portion of the foregoing described real estate as follows:

Beginning at the southeast corner of the northwest quarter of the southwest quarter of Section 23, Twp. 8 North, Range 37 East W.M.; thence North, along the east line of said northwest quarter of the southwest quarter, 359.64 feet; thence West, parallel to the south line of said northwest quarter of the southwest quarter, 436.87 feet; thence south 27°15' west, 73.11 feet; thence south 43°45' west, 407.88 feet; thence East, along the south line of said northwest quarter of the southwest quarter, 752.40 feet to the point of beginning.

Said described tract of land contains 4.8 acres, more or less.

Upon the following terms and conditions:

1. Grantors shall pay Grantee the sum of FIFTY AND NO/100



DOLLARS (\$50.00) per year, in advance, commencing on or before the 1st day of September, 1969, and annually thereafter on or before the 1st day of September, of each year, said date being hereafter referred to as the anniversary date. If said sum is not paid by said date the right of use and occupancy shall terminate.

2. Grantors shall, during their retained use, keep and maintain existing fences around the retained tract.

3. Grantee shall have the right to terminate, as of any anniversary date, Grantors' right of use of the retained tract by giving Grantors written notice thereof at least 30 days prior to any anniversary date. Notice shall be given by registered or certified mail directed to Grantors at their last known address.

4. During such time as Grantors shall retain the right of use of the retained tract, Grantee shall fence with steel fence posts and barbed wire the boundary line between the retained tract and the remainder of the land herein conveyed.

5. The recording of a certificate by Grantee that Grantors' right of use of the retained tract has terminated shall be conclusive evidence of that fact.

6. Grantors shall, during the period of their right of use of the retained tract, have full use of the well and water therefrom and shall have the right to remove two large black walnut trees and the barn, all situated on the conveyed premises.

7. It is recognized by Grantors that the conveyed land may be used by Grantee for the operation of sanitary land fill.

DATED this 15 day of Aug., 1969.

NO 1% REAL ESTATE  
EXCISE TAX DUE

This instrument exempt  
under the provisions of  
R. C. W. 23.45

HARMON F. JOHNSON  
Treasurer,  
Walla Walla County

Archie E. Lindsey (SEAL)

Gertrude V. Lindsey (SEAL)



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

On this day personally appeared before me ARCHIE E. LINDSEY and BERNADENE V. LINDSEY, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND and official seal this 15<sup>th</sup> day of August, 1969.



Richard G. Lucas  
Notary Public in and for the State of  
Washington, residing at Walla Walla.

FILED FOR RECORD Aug. 18, 1969 at 3:04 P.M.  
By B. Loyal Smith County Engineer  
GLADYS GILMAN, Walla Walla County Auditor

AUG 21 1969

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



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To: Board of County Commissioners

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

Date: 22 March 2023

Re: Director's Report for the Week of 20 March 2023

**Board Action: 27 March 2023**

**Consent Agenda:**

**In the Matter of Signing a Project Prospectus for Kooskooskie Bridge**

**In the Matter of a Bid Award – Burbank Business Park Multi-Use Path**

**Action Agenda Items:**

**Approve and Execute County Road Administration Board Reports for Fish Passage Barrier Removal Certification 2022 and Annual Certification 2022**

**MILL CREEK FLOOD CONTROL ZONE DISTRICT:**

- Continuing Authorities Program (CAP) 205 project: In the design phase.

**ENGINEERING:**

- Dell Sharpe Bridge: Working on right of way.
- Wallula/Gose: Working on grading and placing rock.
- Bridge Guardrail Safety Improvements: Working to obligate construction funds.

**MAINTENANCE/FLEET MANAGEMENT:**

- North Crew – Sweeping intersections, grading gravel roads, culvert replacement on Spring Valley Road.
- South Crew – Shouldering Burbank area, grading gravel roads and sweeping roads.
- Vegetation & Signs – Brush clean-up in Wallula area and sign maintenance.
- Garage – Routine services and repairs, patrol car up-fits and prepping equipment for summer projects.

**ADMINISTRATION:**

- Conducted our weekly Road Operations, Staff, and Engineering meetings.
- Conducted monthly Budget Review meeting.
- Conducted monthly Crew meetings.
- Met with the Port of Walla Walla and the City of Walla Walla to discuss the latest call for projects as it relates to the completion of US Highway 12.
- Attended a Washington State Association of County Engineers (WSACE) Legislative Update meeting.

**1:45 COUNTY COMMISSIONERS**

- a)** Interview applicants for previously advertised opening on Walla Walla County Board of Equalization

- 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) Execute Memorandum of Understanding between Walla Walla County and Teamsters Local Union No. 839 representing Walla Walla County Corrections
  - 2) Proposal 2023 03-27 HR/RM-1 Approval to change implementation date of Framework #1 for Proposal 2023 01-17 HR/RM-2 and Proposal 2023 02-13 HR/RM-1
  - 3) Proposal 2023 03-27 HR/RM-2 Approval of early step increase for Auditor Office Licensing Employee
- 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))



# MEMO

Date: 3/27/2023

To: BOCC

From: Joshua Griffith, HR/ Risk Management

**Action Item:** Approval of Memorandum of Understanding - Teamsters Local Union # 839-Corrections – Overtime to be paid at two times the hourly rate for an additional ninety (90) days due to staffing shortages. The current MOU expires on March 31, 2023.

**Summary:** Corrections Dept. staff coverage shortages cause employees to work extra shifts and paying 2 times the hourly rate of pay for overtime hours will incentivize the employees to sign up for extra shifts.

**Background:** There have been staff shortages in the Corrections Dept. for the last year and it has gotten worse during the last month as multiple employees have resigned. To incentivize the employees to pick up overtime shifts the Director has temporarily agreed to pay 2 times the hourly rate of pay instead of the normal 1.5 times the hourly rate of pay for overtime worked. The Teamsters union has agreed to extend this an additional 90 days as the current MOU expires on March 31, 2023.

**Funding:** Corrections budget

**Conclusion/Recommendation:** It is recommended that the Board approve the MOA with the Teamsters Local Union No. 839 and authorize the Chair to sign.

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Submitted By:

Disposition

Name

Department

\_\_\_\_ Accepted

Joshua Griffith

HR/Risk Mgmt.

\_\_\_\_ Not Accepted

BOCC Chairman:

\_\_\_\_\_

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



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WALLA WALLA COUNTY  
AND TEAMSTERS LOCAL UNION NO. 839 REPRESENTING WALLA WALLA COUNTY CORRECTIONS**

This Memorandum of Understanding is entered into this \_\_\_\_ day of March, 2023, to memorialize agreements reached between Walla Walla County, and the Teamsters Local Union No. 839, representing Walla Walla County Corrections regarding Section 8.1, HOURS OF WORK AND OVERTIME of the agreed upon contract. From April 1, 2023 to June 30, 2023, overtime will be paid out at the rate of two (2) times the regular hourly rate for any excess hours worked.

**WALLA WALLA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
By:**

**TEAMSTERS UNION 839**

**By:**

\_\_\_\_\_  
**Jennifer R. Mayberry, Chair**

\_\_\_\_\_  
**Jesus Alvarez Jr., Business Agent**

\_\_\_\_\_  
**(date)**

\_\_\_\_\_  
**(date)**



# Proposal

Date: 3/21/2023

Proposal ID#: 2023 03-27 HR/RM-1

To: BOCC

From: Joshua Griffith, HR/Risk Manager

Action Item: Approval to change implementation date of Framework #1 for Proposal 2023 01-17 HR/RM-2 and Proposal 2023 02-13 HR/RM-1.

**Summary: Framework #1:** I request to move up implementation date for Framework #1 – Grades 8-9-10 from June 1, 2023 to April 1, 2023. The early date will allow the County to recruit at a market comparable rate.

GRADES 8 - 10 BASED ON HOURLY RATE NON-REPRESENTED								
GRADE		CURRENT	PROPOSED	DIFFERENCE		Current Yearly	Proposed Yearly	Difference
8	MIN	\$ 30.22	\$ 34.83	\$ 4.61		\$ 62,857.60	\$ 72,441.72	\$ 9,584.12
	MID	\$ 37.36	\$ 43.01	\$ 5.65		\$ 77,708.80	\$ 89,470.37	\$ 11,761.57
	MAX	\$ 44.51	\$ 51.20	\$ 6.69		\$ 92,580.80	\$ 106,499.02	\$ 13,918.22
9	MIN	\$ 35.17	\$ 41.79	\$ 6.62		\$ 73,153.60	\$ 86,930.06	\$ 13,776.46
	MID	\$ 43.41	\$ 51.62	\$ 8.21		\$ 90,292.80	\$ 107,360.14	\$ 17,067.34
	MAX	\$ 51.65	\$ 61.44	\$ 9.79		\$ 107,432.00	\$ 127,790.21	\$ 20,358.21
10	MIN	\$ 37.36	\$ 48.26	\$ 10.90		\$ 77,708.80	\$ 100,385.06	\$ 22,676.26
	MID	\$ 46.15	\$ 59.61	\$ 13.46		\$ 95,992.00	\$ 123,979.75	\$ 27,987.75
	MAX	\$ 54.95	\$ 70.95	\$ 16.00		\$ 114,296.00	\$ 147,574.44	\$ 33,278.44

**Funding:**

Paid for by Office or Department

**Conclusion/Recommendation:** It is recommended that the Board approves to change implementation date of Framework #1 from June 1, 2023 to April 1, 2023.

Submitted By:

Disposition

Name  
Joshua Griffith

Department  
HR/Risk Department

☐ Accepted  
☐ Not Accepted

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

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

**2:30 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

**3:00 COUNTY COMMISSIONERS**

- a) 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.*