

**A G E N D A**  
**WALLA WALLA COUNTY BOARD OF COMMISSIONERS**  
**MONDAY, MARCH 6, 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.**

**8:00 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) Executive session re: litigation or potential litigation (pursuant to RCW 42.30.110(i)) **8:05 a.m.**

**RECESS**

**9:00 COUNTY COMMISSIONERS**

- g) Public comment period (time limitations may be imposed)
- h) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
  - 2) Review vouchers/warrants/electronic payments

**9:15 COUNTY SHERIFF**

**Mark Crider**

**a) Office update and miscellaneous**

**9:30 TECHNOLOGY SERVICES DEPARTMENT**

**Chad Goodhue**

**a) Department update and miscellaneous**



**WALLA WALLA COUNTY**  
**Technology Services Department**

Chad R Goodhue | Technology Services Director |

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

File: GS50-06F-03

Retain: Until Obsolete or Superseded – PAV

March 6<sup>th</sup>, 2023

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

Re: Technology Services Update

**Issues/Information for the Board.**

- List of current projects and activities:

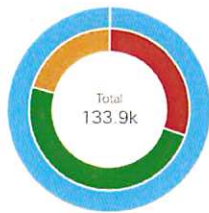
<ul style="list-style-type: none"><li>▪ <b>Website –</b></li><li>▪ A new visual update of the site has been provided and they are now going to start the content migration</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Courthouse notification system</b></li><li>▪ This has been purchased, installed and configured. This will be ready to roll out within the next couple of weeks.</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Community Health Department –</b></li><li>▪ Working on HIPAA processes and procedures</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Cameras and Server Upgrade</b></li><li>▪ We have started replacing selected cameras.</li><li>▪ The JJC encounter issues with many of their older cameras and will have to be replaced in order to function with the new system</li><li>▪ We believe that the Jail will experience similar issues to the JJC and are working on a process to minimize disruption and/or identify aged out devices in advance.</li></ul>
<ul style="list-style-type: none"><li>▪ <b>Secure Vendor Access</b></li><li>▪ We are now rolling this security solution out to our many vendors</li></ul>
<ul style="list-style-type: none"><li>▪ <b>HVAC for the public works equipment room</b></li><li>▪ HVAC is 95% installed with only the smart thermostat on back order. We will continue to update the PW wiring closet.</li></ul>
<ul style="list-style-type: none"><li>▪ <b>FMS Replacement</b></li><li>▪ The County team has finished it's evaluations and will begin the process of writing an RFP.</li></ul>
<ul style="list-style-type: none"><li>▪ <b>County Faxing</b></li><li>▪ We have completed migrating the County Offices and Department off of the previous solution and onto Kelley Cloud Fax</li></ul>
<ul style="list-style-type: none"><li>▪ <b>BAT – Broadband Action Team</b></li><li>▪ We have had our first meeting hosted by Walla Walla Community Council and WSU</li><li>▪ A request for an email from the WWCO BOCC to the Department of Commerce to begin a Broadband Rapid Design Study</li><li>▪ The next meeting has not yet been scheduled</li></ul>



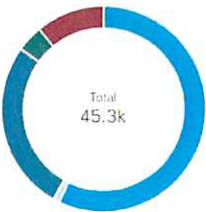
Current – Significant uptick in malicious email activity

Number of Messages

Threat Messages



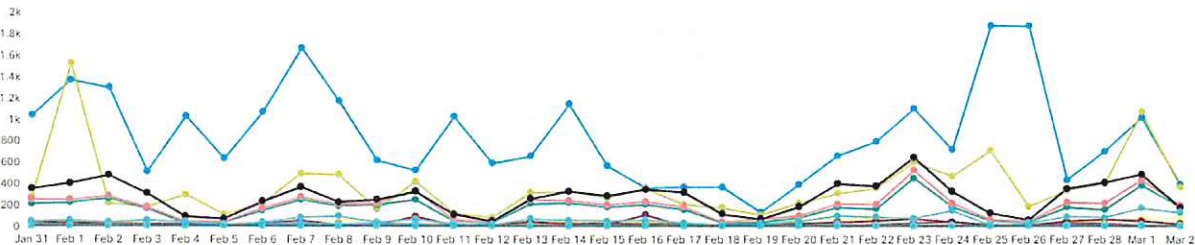
Attempted Messages	100.00%	133.9k
Clean	49.26%	66k
Threat Messages	30.18%	40.4k
Other	20.56%	27.5k



IP Reputation Filtering	57.05%	25.9k
Domain Reputation Filtering	0.00%	1
Invalid Recipients	1.04%	470
Anti-Spam	26.80%	12.1k
Anti-Virus	0.01%	4
Advanced Malware Protection	0.03%	15
Content Filters	4.16%	1887
DMARC Policy	10.91%	4944
S/MIME Verification/Decryption Failed	0%	0

Threat Detection Summary

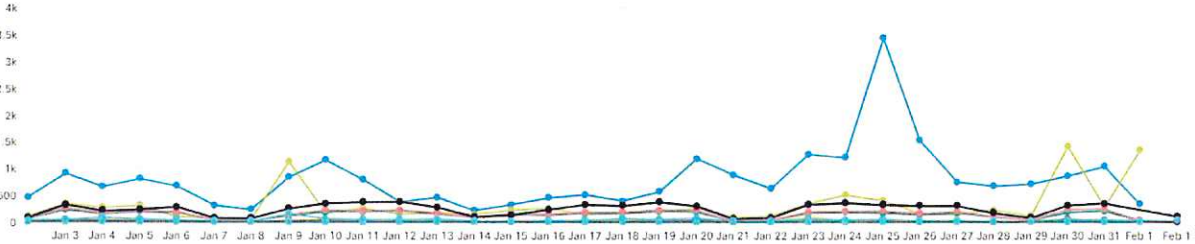
All Categories	26.3k	12.1k	11.5k	8722	1882
	Reputation Filtering	Spam Detection	Email Spoofing	Scam and Phishing Attempts	Attachment and Malware Detection



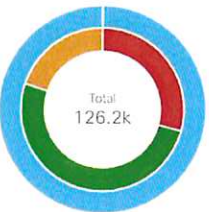
Previous Month

Threat Detection Summary

All Categories	25k	10.2k	9297	7445	1300
	Reputation Filtering	Spam Detection	Email Spoofing	Scam and Phishing Attempts	Attachment and Malware Detection

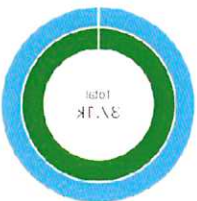


Number of Messages



Attempted Messages	100.00%	126.2k
Clean	50.81%	64.1k
Threat Messages	29.25%	36.9k
Other	19.93%	25.2k

IP Reputation Filtering	57.05%	25.9k
Domain Reputation Filtering	0.00%	1
Invalid Recipients	1.04%	470
Anti-Spam	26.80%	12.1k
Anti-Virus	0.01%	4
Advanced Malware Protection	0.03%	15
Content Filters	4.16%	1887
DMARC Policy	10.91%	4944
S/MIME Verification/Decryption Failed	0%	0



## Components (Main infrastructure)

## Other Projects

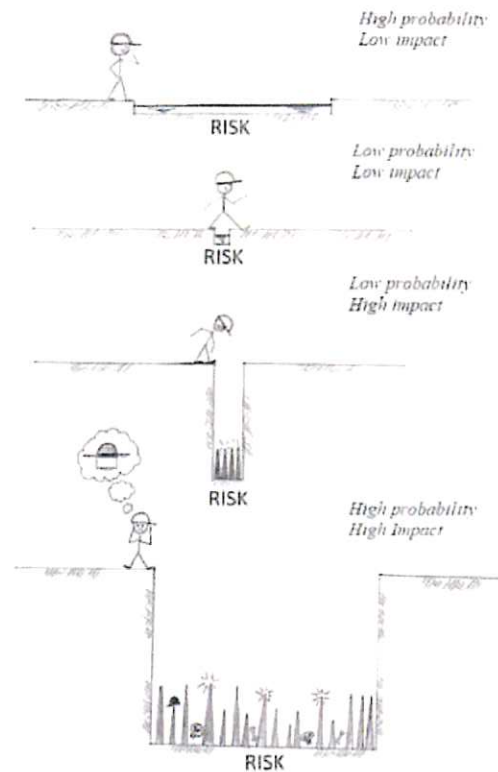
### Next Request Portal Information

YTD 2022= 129

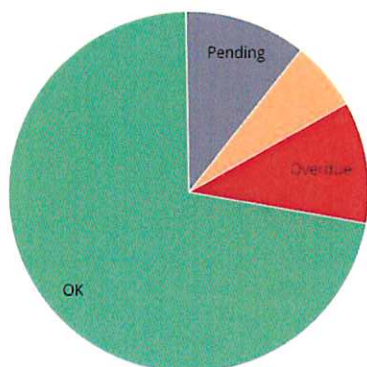
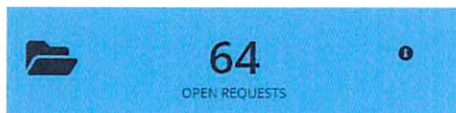
LYTD 2021= 138

New requests for the month: 65

Requests closed for the month: 70



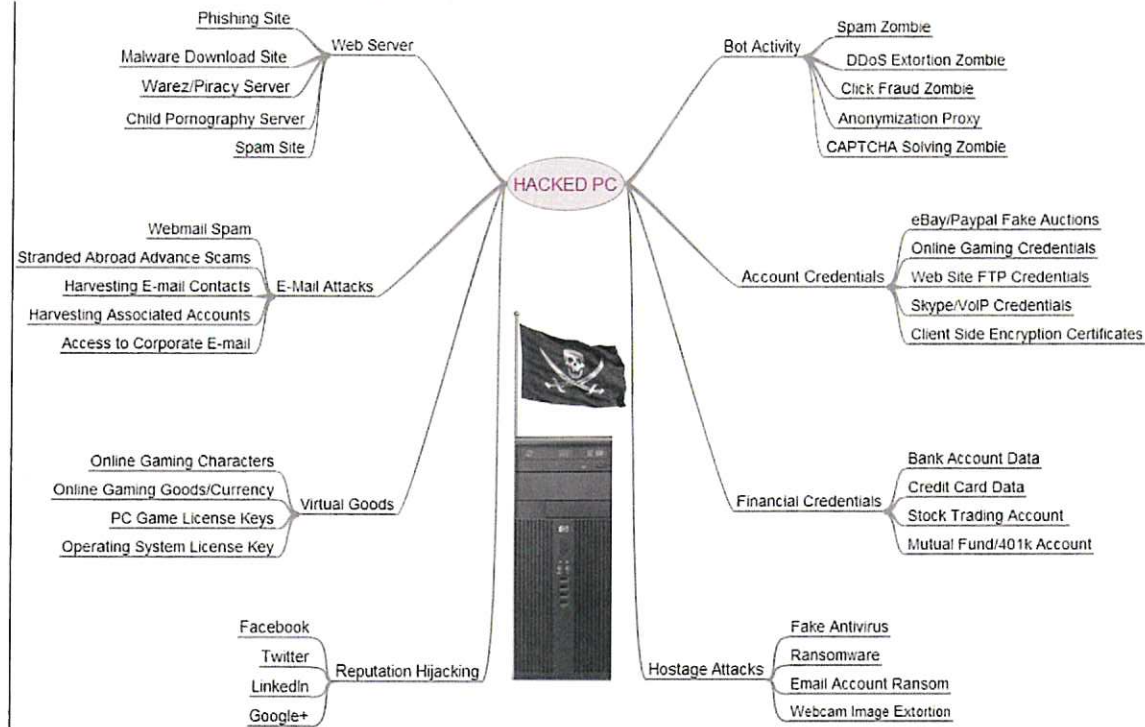
### Current



### ☒ Closed



## What a hacker can do with a SINGLE infected PC:



### Definitions

**ESG – Email Security Gateway**

**DMS – Document Management System (OnBase)**

**OCIO = Office of the Chief Information Officer**

**DAN - Disposition Authority Numbers (Secretary of State retention schedule)**

**JLARC=Joint Legislative Audit and Review Committee**

**ACCIS =Association of County, City Information Systems (managers)**

**API = Application Program Interface**

**CJIS = Criminal Justice System Information Systems**

**PRO=Public Records Officer**

**NDA=Non-disclosure agreement**

**EOL=End of Life**

**WiFi=Wireless network connectivity (Wireless Fidelity)**

**FTP = File Transfer Protocol (file transfer server)**

**ADA=Americans with Disabilities Act**

**DOMAIN = A group of computers administered or managed with the same rules and policies and with a common IP range.**

**IP address = Internet protocol address. A unique string of numbers assigned to each computer to allow communications over network or domain.**

- a)** Department update and miscellaneous

# Walla Walla County Facilities Department

310 W Poplar St, Walla Walla, WA 99362

Update March 1, 2023

## **Maintenance:**

There have been several repairs in the month of February with some preventive maintenance. The work order process continues to be managed and prioritized with available staff.

## **Facilities Building Technicians:**

Matt Morgan is currently on vacation for approximately 2 weeks and his workload is being managed by the two other FBT's and Genny.

## **Grounds:**

Nothing new to report.

## **Facilities Projects:**

The Old Jail project continues to be on hold pending further building analysis. A current proposal is being evaluated by the contractor for costs and buildability. McKinstry estimates mid-March to have the revised proposal.

A scoping and budget estimate has been prepared for the Public Safety Building flooring. After some consideration, it was decided to look at the possibility of replacing the floor coverings on both floors. Facilities will submit a request to the Board to request bids.

The Courthouse preservation project (the project regarding tuck pointing and sandstone repair) has had the contractor visit the site and identified areas that will encompass the project scope. A report is being prepared and will be presented by McKinstry. I asked for an update when the report will be ready, and they are thinking they will need a few more weeks.

Courthouse safety and security will be a focus in the coming months. The reestablishment of a committee is in progress to identify long and short-term concerns.

The cooling project for the IT room at the Public Works Building is 95% complete. The units are installed and operational. The thermostat is being manufactured that will allow for full functionality on the two units. Currently the units are controlled by the remotes.

We are continuing to evaluate some long-term HVAC issues at the JJC and Jail and will plan on proposing some possible solutions when time permits.

Work this month on the proposed 911 building involves submitting an Environmental and Historic Preservation Form and requesting the site visit observations from McKinstry.

DHS has scheduled March 23<sup>rd</sup> for the elections space walkthrough.

Thank you,

Rob Grandstaff



## 10:00 COUNTY COMMISSIONERS

- a) Introduction of new county employees (this is scheduled for the first meeting of each month)
- b) **Public Meeting:**
  - 1) To consider lease of space of certain county property inside County Courthouse for automated teller machine (ATM)
- c) **Action Agenda Items:**
  - 1) Possible decision re above request
- d) **Consent Agenda Items:**
  - 1) Resolution – Minutes of County Commissioners' proceedings for February 27 and 28, 2023
  - 2) Resolution – Cancellation of uncollectible personal property taxes
  - 3) Resolution – Appointment of Jason Norris to serve as Prescott City Council member
  - 4) Ratification of Vice-Chair's signature of Amendment to the Faronics Terms of Service Agreement – Faronics Deploy
  - 5) Payroll action and other forms requiring Board approval
- e) **Action Agenda Items:**
  - 1) County vouchers/warrants/electronic payments as follows: 4054116 through 4054131 totaling \$1,079,940.04 (February payroll); 4248241 through 4248269 totaling \$1,183,023.56 (benefits and deductions)
  - 2) Proposal 2023 03-06 Comm-1 Approval of direction re Courthouse Single Point of Entry Project
  - 3) Proposal 2023 03-06 Comm-2 Approval of direction re Courthouse Handrail project
- f) Miscellaneous business to come before the Board
- g) Review reports and correspondence; hear committee and meeting reports
- h) Review of constituent concerns/possible updates re: past concerns



## APPLICATION TO LEASE COUNTY OWNED PROPERTY/SPACE

Walla Walla County, Washington

Date 1-30-23 Requestor's Telephone Number(s) 206-612-2700Name (please print) KRIS PETERSONEmail KRIS @ 3KFG.COMTitle or Organization CASH MONEY ATMSAddress 13525 NE 200<sup>TH</sup> ST  
WOODINVILLE WA. 98072

Address/location of County property you are applying to lease (i.e. to lease property/space at 1520 Kelly Place, farm ground generally located on Lewiston Road, etc.)

WALLA WALLA COUNTY COURT HOUSE / TREASURERS OFFICE  
315 W MAIN ST. WALLA WALLA WA. 99362Purpose for which the leased county property will be utilized ATM CASH MACHINE**PROCESS INFORMATION FOR APPLICANT** (extracted from governing state statute, RCW Chapter 36.34):

- A person/entity wishing to lease county property must start the process by making written application or completing this form, to be accompanied by payment of twenty five dollars in cash or certified check
- Once the proper deposit has been received, then the county commissioners will set a date of public meeting at which to consider leasing the property and/or hear any comments regarding leasing the property, and that meeting must be advertised once a week for three weeks prior to the meeting (all required by statute).
- At the conclusion of the meeting, the county commissioners have thirty days to make a decision regarding leasing the property, and enter into a lease thereon.

Signature of Requestor Kris PetersonPayment received \$ 25.00 cash (\$25 cash or certified check ONLY)

Received by:

Jill Munns paid 2/1/23

## **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 second 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 immediately and shall terminate on March 31, 2021 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, 2021.

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

<u>Number of Transactions per month</u>	<u>Amount per transaction owed to County</u>
0-50 transactions	\$10 per month flat base rate
51-100	\$0.25 per transaction
101 +	\$0.50 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. A \$15 late fee per day will be applied if rental payment is 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: KLP

**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, and Contractual Liability 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.

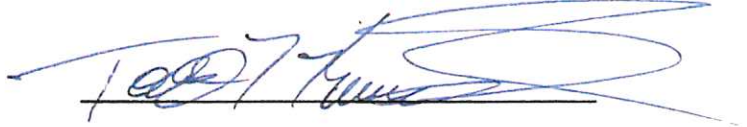
**BREACH:** If the Lessee fails to pay the rent, or violates any terms of this lease, then County may declare the lease forfeited and the terms thereof at an end, and to immediately, without notice or process of law, and without liability to County, disconnect the ATM and secure it. Lessee shall pay 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 7<sup>TH</sup> Day of MARCH, 2019

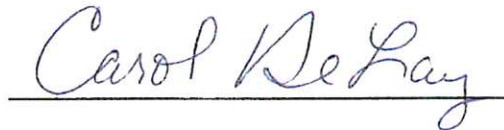
BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON



Todd L. Kimball, Chairman

I certify that I know or have satisfactory evidence that Todd L. Kimball is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he 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: 3-11-2019



Notary Public for the State of  
Washington Residing at Walla Walla

My appointment expires:  
5-29-2021



Attest:  


Diane Harris, Clerk of the Board

KRIS PETERSON

Dated MARCH 7<sup>TH</sup>, 2019



Kris Peterson  
13525 NE 200<sup>th</sup> Street  
Woodinville WA  
98072



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

IN THE MATTER OF A LEASE  
ATM RENEWAL OF COUNTY  
PROPERTY TO KRIS PETERSON

}

**RESOLUTION NO. 21 038**

**WHEREAS**, a two-year Lease agreement was signed March of 2019 for leasing space in the Courthouse; 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**, said ATM lease renewal 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 renewed Lease between Walla Walla County and Kris Peterson, said renewed lease to be effective immediately and terminate on March 31, 2023, as outlined in the renewed Lease, or unless terminated as otherwise provided.

*Passed this 22<sup>nd</sup> day of **February, 2021** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

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

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

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

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

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



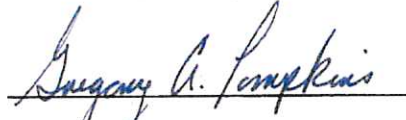
**ATM LEASE RENEWAL**

IT IS SO ORDERED by this Board of County Commissioners of Walla Walla County, Washington that the March 7, 2019 lease between the County of Walla Walla, as Lessor, and Kris Peterson, as Lessee, shall be renewed and extended for one additional two-year term. The term of this extension will be until March 31, 2023.

All other terms of the March 7, 2019 lease remain in full force and effect.

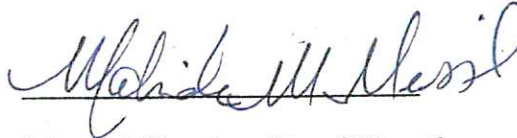
Dated February 22 2021.

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

  
Gregory A. Tompkins, Chairman

I certify that I know or have satisfactory evidence that Gregory A Tompkins is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he 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: 02/22/21





Notary Public for the State of

Washington Residing at Walla Walla County, WA

Walla Walla

My appointment expires:

9/24/2024

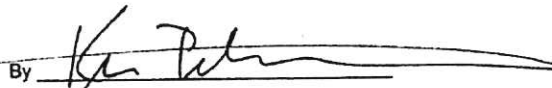
Attest:



Diane Harris, Clerk of the Board

**KRIS PETERSON**

Dated 1-27 2021

By 

Kris Peterson

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

Woodinville WA

98072

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

**- ORDER OF CANCELLATION -**

IN THE MATTER OF  
CANCELLATION OF  
UNCOLLECTIBLE PERSONAL  
PROPERTY TAXES

RESOLUTION NO. **23**

**WHEREAS**, pursuant to RCW 84.56.240, on the first day of February the County Treasurer shall file with the Board of County Commissioners, as the county legislative authority, a list of uncollectible personal property taxes; and

**WHEREAS**, Walla Walla County Treasurer Gordon Heimbigner has submitted an Affidavit of Uncollectible Personal Property Tax, and a listing of the schedule of said uncollectible taxes which have been assessed upon the personal property listed on the attached Exhibit A, which is attached hereto and by this reference made a part hereof; and

**WHEREAS**, the Walla Walla County Treasurer has made a diligent search and inquiry for goods and chattels upon which to collect such taxes, and was unable to collect the same; and

**WHEREAS**, pursuant to the Affidavit of Uncollectible Personal Property Tax, the Treasurer has requested that the heretofor uncollectible personal property taxes be cancelled, pursuant to RCW 84.56.240; now therefore

**BE IT HEREBY ORDERED** by the Board of Walla Walla County Commissioners that the same delinquent Personal Property Tax Roll for the year 2014 and prior years be and is hereby cancelled without prejudice to Walla Walla County, and that the County Treasurer be so notified.

Passed this 27<sup>th</sup> day of February, 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 Treasurer's Office

Gordon R. Heimbigner, CFE, Treasurer • P.O. Box 777, Walla Walla, WA 99362

February 22, 2023

Board of Walla Walla County Commissioners  
314 West Main  
Walla Walla, WA 99362

RE: Cancellation of 2022 and prior Uncollectible Personal Property Taxes.  
RCW 84.56.240

Dear Members of the Board:

Pursuant to RCW 84.56.240, the County Treasurer shall file with the County legislative authority, a list of uncollectible personal property taxes. The County Treasurer shall also file an Affidavit stating the Treasurer had made a diligent search and inquiry for goods and chattels wherewith to make such taxes and was unable to collect the same.

## \*\*AFFIDAVIT OF UNCOLLECTIBLE PERSONAL PROPERTY TAX\*\*

I, Gordon R. Heimbigner, Walla Walla County Treasurer, swear on behalf of my deputy treasurer assigned to the collection of personal property tax, that every effort has been made to diligently search and inquire for goods and chattels upon which to collect such taxes. Now therefore, I request the taxes be cancelled as uncollectible personal property taxes.

Sincerely,



GORDON R. HEIMBIGNER, CFE, CPFIM  
Walla Walla County Treasurer

GRH:jl

Attachments: Uncollectible Personal Property Listing, 2 pages.

Subscribed and sworn to before me this 22 day of February, 2023.

Lisa M. Stober  
Lisa M. Stober  
Notary Public  
Appointment Expires: 11-19-25





UNCOLLECTABLE PERSONAL PROPERTY 2023 LIST - PAST YEARS

BUSINESS

PID #	Name	DEL. Years	Taxes Due	Deleted Account Date	NOTES
36548	BARNABY'S PUB	2008-2011	\$ 552.76	1/24/2014	2009 TIM G SOLD TO TIM R. TIM R FILED BANKRUPTCY IN 2010
37186	SNOW FOODS LLC	2008	\$ 3,331.90	1/24/2014	BUSINESS CLOSED 6/25/07
37193	VINAMIS VENTUREDS LLC	2008-2009	\$ 967.18	12/22/2009	BUSINESS CLOSED 12/22/09
37304	CASTALDO STONE & TILE	2009	\$ 118.70	1/24/2014	BUSINESS CLOSED 5 PLUS YEARS PER DOR
37344	NSC SERVICE CORPORATION	2012-2013	\$ 19.70	9/8/2020	BUSINESS CLOSED 5 PLUS YEARS PER DOR
37398	CHRISTOPHER & ELIZABETH PEARSON	2008	\$ 72.20	1/24/2014	SOLD PROPERTY IN 2008
37467	DIGGER D EXCAVATION LLC	2011-2012	\$ 1,336.04	1/24/2014	BUSINESS CLOSED 12/31/11
37495	EL MIRADOR WINERY	2008-2009	\$ 1,409.64	1/24/2014	BUSINESS CLOSED 5 PLUS YEARS PER DOR
37682	TORQUE DIESEL & AUTOMOTIVE	2008-2009	\$ 1,868.70	1/24/2014	BUSINESS CLOSED 5 PLUS YEARS PER DOR
37799	ADVANCED HEALTH CLINIC	2015	\$ 63.55	9/8/2020	BUSINESS CLOSED 8/2014
37846	ENTERTAINMENT DEVELOPERS NW	2015	\$ 1,633.72	9/8/2020	BUSINESS CLOSED 2014
38039	ROSITAS	2015-2018	\$ 369.53	9/8/2020	OWNER DIED BUSINESS CLOSED
38047	FARMCO INC	2015	\$ 79.99	9/8/2020	CLOSED 8/31/14, FILED CHAPTER 7 LIQUIDATION
38073	WILD WALLA WALLA WINE WOMAN	2015	\$ 216.15	9/8/2020	BUSINESS CLOSED 8/30/2014
38150	JACOBI'S	2017	\$ 138.64	9/8/2020	SOLD 9/17/2012
38207	STANDARD PRINTING	2008-2012	\$ 1,680.48	1/24/2014	POSSIBLY CLOSED IN 2011
38215	TABOO	2015-2016	\$ 172.02	9/8/2020	BUSINESS CLOSED 2015
38216	TRATTORIA COLEA	2016-2017	\$ 684.85	9/8/2020	BUSINESS CLOSED 1/1/16
38260	BOTIMER DOUGLAS	2020-2021	\$ 601.28	7/2/2021	SOLD EQUIPMENT 3/2020
38529	WHOOPEMUP HOLLOW CAFÉ LLC	2019-2020	\$ 447.68	4/8/200	CLOSED BOTH WALLA WALLA & WAITSBURG LOCATIONS 2/18*19
38650	YOGA NORTHWEST INC	2015-2016	\$ 549.56	9/8/2020	NO LONGER IN BUSINESS AS OF 2014
38661	TUCANNON MEATS	2015-2018	\$ 841.16	9/8/2020	CLOSED. BUILDING ON MARKET. NO RECORD AS TO WHEN THE CLOSED
38703	SID BRITT PLANTATION HARVESTING LLC	2020	\$ 169.30	1/13/2020	BUSINESS CLOSED PRIOR TO 1/1/19
38721	COPPEI COFFEE CO	2015	\$ 211.48	1/28/2016	BUSINESS CLOSED 5 PLUS YEARS PER DOR
38737	SCOTT ADAMS CPA	2014	\$ 209.86	1/21/2021	BUSINESS CLOSED 2013
38772	LES DEUX CELLARS LLC	2016-2018	\$ 5,351.95	8/5/2021	BUSINESS CLOSED 11/9/17
38893	DA VI NAILS	2015-2016	\$ 811.26	9/8/2023	BUSINESS CLOSED IN 2015
38907	STERLINGS RESTAURANT	2016-2020	\$ 2,355.40	4/8/2020	BUSINESS CLOSED 7/2019
39020	CGO INC	2016	\$ 74.95	9/8/2020	BUSINESS CLOSED 12/31/15
39148	GREEN SPOON	2015-2016	\$ 321.56	9/8/2020	BUSINESS CLOSED MID 2015
39156	509 SPORTS	2015-2016	\$ 34.84	9/8/2020	BUSINESS CLOSED 2014 PER DOR WEBSITE
39190	THE OLIVE	2020	\$ 200.71	4/8/2020	BUSINESS SOLD COUPLE DIFFERENT TIMES TO COUPLE DIFFERENT PEOPLE
39195	WITHOUT A HITCH	2015-2018	\$ 127.37	9/8/2020	BUSINESS CLOSED 5 PLUS YEARS PER DOR
39220	JUMPING JELLY BEANZ LLC	2020-2021	\$ 68.97	1/12/2021	NO BUSINESS AFTER 11/2019
39228	JOURNEYS PUB/CHOW HOUSE	2015-2017	\$ 936.40	9/8/2020	BUSINESS CLOSED 5 PLUS YEARS PER DOR
42772	GHORBANLON PLLC	2020	\$ 1,035.48	4/8/2020	BUSINESS CLOSED 2/2019
42803	CROSSFIT WALLA WALLA	2015-2016	\$ 386.27	9/8/2020	BUSINESS CLOSED NEW OWNER NEW NAME
42807	SPENCERS MECHANICAL & MACHINE	2017	\$ 38.35	9/8/2020	BUSINESS CLOSED PER DOR
42808	UNITED COUNTY WW HOMES & LAND REAL ESTATE SALES	2020	\$ 42.40	9/8/2021	ORIGINALLY SOLD IN 2019 .

42809	SIR JOHN INVESTMENTS	2020	\$	72.85	9/8/2020	PER DOR BUSINESS ADMINISTRATIVELY DISSOLVED 1/2020
42834	DIXIE GROCERY	2020	\$	78.46	9/15/2020	BUSINESS CLOSED
42839	SIPIS BITES LLC	2015-2016	\$	189.54	9/8/2020	BUSINESS CLOSED 5 PLUS YEARS PER DOR
43644	WALLA FACES	2017-2020	\$	371.79	9/8/2020	BUSINESS CLOSED 2019
44127	SOUTH SOUND BARBECUE LLC	2018	\$	467.44	9/8/2020	BUSINESS CLOSED 9/2017
44453	WHOOPEMUP HOLLOW CAFÉ	2019-2020	\$	577.78	4/8/2020	BUSINESS CLOSED 2/8/19
44478	METHOD FOODS	2018-2019	\$	1,724.61	9/8/2020	BUSINESS CLOSED 12/9/18
44485	TWO GUYS COMPUTERS	2019-2021	\$	133.96	1/12/2021	ADMINISTRATIVE CLOSED PER DOR
44511	SIGNARAMA WALLA WALLA	2018	\$	240.16	9/8/2020	BUSINESS CLOSED PER DOR
44527	WALT'S PLACE	2019	\$	376.32	4/8/2020	BUSINESS CLOSED 20018
44529	THE HAIR STUDIO BY LANAROSE	2018-2019	\$	321.02	12/1/2020	BUSINESS CLOSED SOMETIME IN 2018 PE DOR WEBSITE
45027	SWEET FINDS	2019	\$	8.16	9/8/2020	BUSINESS CLOSED 11/24/18
45105	MRS CRABS BOILING POT	2019	\$	265.22	4/8/2020	BUSINESS CLOSED
40029	PHONETEL TECHNOLOGIES INC	2003	\$	6.12	1/27/2014	BUSINESS CLOSED
40309	PHONETEL TECHNOLOGIES INC	2003	\$	12.23	1/27/2014	BUSINESS CLOSED

Mobile  
Homes

30618	Maria G Zimmer	2015-2022	\$378.52			MOBILE HOME SOLD IN 2015 TITLE NEVER CHANGED AND MOBILE HOME DESTROYED
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TOTAL UNCOLLECTED \$34,756.16

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

IN THE MATTER OF APPOINTMENT  
OF JASON NORRIS TO SERVE AS  
PRESCOTT CITY COUNCIL  
MEMBER

}

**RESOLUTION NO. 23**

**WHEREAS**, a vacancy has occurred on the Prescott City Council for Position #1; and

**WHEREAS**, pursuant to RCW 42.12.070(4) the council attempted to fill the vacancy within 90 days as allowed by the statute but were unable to; and

**WHEREAS**, pursuant to statute the Board of County Commissioners must make an appointment to the vacant position; and

**WHEREAS**, the Prescott City Council has received a letter of interest from Jason Norris and respectfully requests the Board of County Commissioners appoint Mr. Norris; and

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that Jason Norris be appointed as a City of Prescott Councilmember Position #1, to serve until a successor is elected at the next election at which a member of the governing body normally would be elected.

*Passed this 6<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*



## Jason Norris

106 W. 1<sup>st</sup> St  
Prescott, WA 99348  
509-629-2243  
Jasonnorris003@gmail.com

City of Prescott  
108 S. D St.  
Prescott, WA 99348

February 13<sup>th</sup>, 2023

To whom it may concern,

I would like to express my interest in serving as a city council member for the City of Prescott, Washington.

It would be a great pleasure to represent our small town and participate in efforts related to the city and its constituents.

Please contact me for any further questions. I look forward to speaking with you all.

Thank you for your time and consideration.

Jason Norris

## AMENDMENT TO THE FARONICS TERMS OF SERVICE AGREEMENT – Faronics Deploy

This Amendment is made and entered into this \_\_\_\_ day of March 2023, effective immediately, by and between The County of Walla Walla (hereafter called the “County”) and Faronics (hereafter called “Faronics”), and is an amendment to the TERMS OF SERVICE AGREEMENT – Faronics Deploy (“MSLA”) executed between the parties and herein attached;

WHEREAS, both parties recognize that the language included in this Amendment is necessary for the proper administration of the MSLA and does not interfere with the duties and responsibilities of either party as present in the current MSLA; and

NOW, THEREFORE, both parties agree to the following terms:

Faronics shall indemnify and hold County, and their agents, officials, and employees harmless from all third party claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards, settlements, and costs, including reasonable attorneys’ fees and expenses), which may be brought or made against the County, or their agents, officials, or employees, arising out of or related to any of the following (each an “Indemnifiable Loss”):

- In the event of a data breach caused by a vulnerability known to Contractor and/or its employees in Contractor’s hardware or software.

Notwithstanding anything within this section or otherwise set out in the Contract, the maximum liability that Faronics will incur hereunder or otherwise in connection with the Contract or the Services, whether based on an action or claim in contract, equity, negligence, tort, strict liability or otherwise, will be limited to One Hundred Thousand (100,000) U.S. dollars.

9.3. County will timely notify Faronics in writing of any action, claim, or demand, of which County becomes aware and which County reasonably expects to result in an Indemnifiable Loss. Faronics’ obligation under this Section does not extend to any Indemnifiable Loss to the extent caused by (i) the negligence, willful, or intentional misconduct of County; or (ii) County’s unauthorized modification of Faronics’ software.

The remaining terms of the MSLA remain intact, unchanged and effective. In the event of a conflict of terms between this Amendment and any future versions or amendments to the MSLA posted by Faronics or otherwise in place, the language of this Amendment shall control.

**INTENDING TO BE LEGALLY BOUND**, the parties hereto have caused this Amendment to be executed by their duly authorized officers, as of the day and year first written above.

County of Walla Walla

FARONICS

NAME

Adam Zullox

TITLE

General Manager

SIGNATURE

AZullox



# Proposal

**Date:** 3/2/2023

**Proposal ID.** 2023 03-06 COMM-1

**To:** BOCC

**From:** Diane Harris, Clerk of the Board

**Intent** – Courthouse Single Point of Entry

**Topic** – Approval of plan for Courthouse Single Point of Entry project

## Summary

Walla Walla County Courthouse has several points of entry. For security of employees and the public a single point of entry is planned for the Courthouse. The location is planned for the first-floor on the east end of the Courthouse. Requesting approval for Rob Grandstaff, Facilities Maintenance Manager, in consultation with Joe Klundt, Undersheriff (Courthouse Security) and Commissioner Fulmer to put together a cost for moving scanner, power at new location, lighting at new location, and secured doors at Courthouse.

Authorizing Facilities Maintenance manager to execute necessary contracts up to \$20,000 to complete project.

## Cost

Estimate \$10,000

## Funding

CE Building 30100

## Alternatives Considered

N/A

## Acquisition Method

N/A

## Security

N/A

## Access

## Risk

## Benefits

**Conclusion/Recommendation**

Approval for Courthouse Single Point of Entry Project and cost not to exceed \$20,000.

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Submitted By

Disposition

Diane Harris, Commissioners March 2, 2023

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\_\_\_ Approved

Name      Department      Date

\_\_\_ Approved with modifications

\_\_\_ Needs follow up information

Signature

\_\_\_ Denied

---

BOCC Chairman

Date

---

Additional Requirements to Proposal

\_\_\_ Modification

\_\_\_ Follow Up



# Proposal

**Date:** 3/2/2023

**Proposal ID.** 2023 03-06 COMM-2

**To:** BOCC

**From:** Diane Harris, Clerk of the Board

**Intent** – Courthouse Handrail Project

**Topic** – Approval of replacement/extension of handrails throughout the Courthouse

## **Summary**

The Walla Walla County Courthouse has several handrails on the stairwell that need replacement, addition and/or modification. Requesting approval for Rob Grandstaff, Facilities Maintenance Manager, to replace, add and/or modify the stairwell handrails to address deficiencies throughout the Courthouse stairwell.

Authorizing Facilities Maintenance manager to execute necessary contracts up to \$20,000.00 to complete project.

## **Cost**

Estimate \$5,000

## **Funding**

CE Building 30100

## **Alternatives Considered**

N/A

## **Acquisition Method**

N/A

## **Security**

N/A

## **Access**

## **Risk**

## **Benefits**

**Conclusion/Recommendation**

Approval for Courthouse Handrails project and cost not to exceed \$20,000.00.

---

Submitted By

Disposition

Diane Harris, Commissioners March 2, 2023

☐ Approved

Name      Department      Date

☐ Approved with modifications

☐ Needs follow up information

Signature

☐ Denied

---

BOCC Chairman

Date

---

Additional Requirements to Proposal

☐ Modification

☐ Follow Up



**10:15 COUNTY FAIRGROUNDS**

**Greg Lybeck**

**a) Department update and miscellaneous**



# WALLA WALLA COUNTY *Fairgrounds & Event Center*

## Walla Walla County Fairgrounds

Greg Lybeck, CFE  
General Manager

### Walla Walla Board of County Commissioners Department Head Report March 6, 2023

1. We have sent out invoices to our season ticket holders and numbers are showing that a large portion of them are adding the Beach Boys to their packages.
2. Mike Charlo and I are close to having our paid entertainment for this year's Fair completed. We are waiting on Dangerous Feats because of routing, main Hispanic Band for Sunday, and one more specialty act.
3. We are making good progress with our new event booking program. Sha-lynn has input 2023 and has started on 2024. We will add our lead sheet to our website this week and our users will be able to start the booking process online. We are excited to be where we are with this program.
4. Events:
  - i. In March, the following events were or will be held on the grounds:
    - i. Daily hourly winter riding.
    - ii. Walla Walla Community College rodeo team, 5 days per week.
    - iii. Wine packaging 6 days Community Center. February 28-March 6
    - iv. JUGS-fundraising event Pavilion. March 3, 4, 5
    - v. Barrel racing- Expo March 4
    - vi. Rodeo Committee-VIP March 6
    - vii. Roping event-Expo March 17
    - viii. Battle in the Saddle-Expo March 18
    - ix. Hispanic Dance/Rodeo-Expo March 19
    - x. Board Meeting-VIP March 21
    - xi. Royalty Yard Sale- Education Building March 24, 25
    - xii. Bulls, Broncs & Barrels-Expo Building 24, 25
    - xiii. Private Party – Pavilion March 24, 25
    - xiv. Rocky Mountain Elk- Community Center March 24, 25
  - ii. We are also contracted with Walla Walla Crash Fest (Demo Derby) April 22<sup>nd</sup> and Walla Walla Music Fest on June 2,3, 4.
5. Fair Board:
  - i. At our last Board meeting, we had some good conversation on how our Board can work better as a team. We are looking for a person to do some work with our Board to improve communication.
  - ii. Our committees have been active; the Ag committee met for over 2 ½ hours on how we can better educate the public. We will meet again in April. The Rodeo committee is meeting once per month. And we are setting up a meeting with our still life superintendents and Board member Jim Peterson on Fair planning for Pavilion exhibits.

- iii. The next Board meeting will be held March 21, at 6:00 p.m.
6. Staff: All staff is working hard on both year-round activities as well as Fair prep.
    - i. Jerri-
      - o Working on vendors for the 2023 Fair. Have already received several new applications.
      - o Sent a survey to all 2022 Pavilion vendors for their input on possible changes for 2023, i.e., closing the Pavilion one hour before Fair; providing a limited number of booths for local businesses to rent for one or two days of the Fair and then rotate out with other local businesses; permit vendors to have static (unattended) booths. Have been getting great insights.
    - ii. Sha-lynn-event program, handbook, fair exhibits
    - iii. Abby-season tickets, sponsorships, inventory
    - iv. JoAnne-season tickets, inventory , sponsorships
    - v. Larry-events set up/cleanup. Painting, arena prep
    - vi. Nick- events setup/clean up, painting
    - vii. Josh-events set up/clean up, painting, building table carts for storage and easier transport.
  7. We are expecting to hear back from the from the State Department of Ag on this year's allocation in March. They base allocations on the previous year's expenditures (premiums). Last year we received \$188,000.
  8. We have sent out RFPs to radio and TV stations to start running ads 10 days before we go on sale with our Demo Derby, Rodeo and Beach Boys Concert. We are getting some strong proposals from our media partners on contest and ticket giveaways. We turned those over to the Beach Boys for approval this last week. We expect to pay close to \$2,500 but will get over \$33,000 back in advertising just for the Beach Boys. By not having to go on sale soon after the announcement, we have been able to be more organized with our on-sale of all three events.
  9. We sent out a request for bids to replace two of the four HVACs for the Community Center on February 21, they will be due back on March 8. I am expecting this to be a long wait because no one is making the units without being ordered. I've heard it could be as long as 32 weeks for units to be supplied.
  10. We have had a few meetings with our Rodeo Committee and our contracted sound person on how to improve the sound for this year's rodeo and demolition derby. We received many complaints last year and need to improve our sound for this year. There are some interesting thoughts on how to create a system that will be good for all the guests in the P1FCU Arena.
  11. We sent out an RFP for parking for this year's fair and proposals were returned on March 3.
  12. We are working with the State Auditor's Office LEAN program to set up a meeting this spring to streamline our receipting and deposit processes. This will be a three-day process and make us more efficient when complete. Gordon Heimbigner recommended this program to us.
  13. Starting the sponsorship process with good results so far. Hope to wrap this up early this year.



**a) Consent Agenda Items:**

- 1) Resolution – Reappointments to the Walla Walla County Planning Commission
- 2) Resolution – Signing an interlocal agreement for review and possible update of Countywide Planning Policies

**b) Department update and miscellaneous**

**RECESS**

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

IN THE MATTER OF  
REAPPOINTMENTS TO THE  
WALLA WALLA COUNTY  
PLANNING COMMISSION

RESOLUTION NO. **23**

**WHEREAS**, pursuant to Walla Walla County Resolution No. 19 039, Bruce McCaw was reappointed to serve on the Walla Walla County Planning Commission, said term of appointment to expire March 1, 2023; and

**WHEREAS**, pursuant to Walla Walla County Resolution No. 20 172, Richard L. McFarland was appointed to fill an unexpired term on the Walla Walla County Planning Commission, said term of appointment to expire March 1, 2023; and

**WHEREAS**, pursuant to Walla Walla County Resolution No. 22 163, Jessica Morlan was appointed to fill an unexpired term on the Walla Walla County Planning Commission, said term of appointment to expire March 1, 2023; and

**WHEREAS**, Mr. McCaw, Mr. McFarland and Ms. Morlan are willing to accept reappointment to serve on said Commission; and

**WHEREAS**, terms of the appointment to the Planning Commission are for four (4) years, and for consistency, all terms are established to begin and end on March 1; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that Bruce McCaw, Richard L. McFarland and Jessica Morlan shall be reappointed to the Walla Walla County Planning Commission, with terms of appointment for each to be effective as of March 1, 2023 and to terminate on March 1, 2027.

*Passed this 6<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 SIGNING AN  
INTERLOCAL AGREEMENT FOR  
THE REVIEW AND POSSIBLE  
UPDATE OF THE COUNTYWIDE  
PLANNING POLICIES

RESOLUTION NO. **23**

**WHEREAS**, Walla Walla County is required to adopt countywide planning policies in cooperation with the cities within its boundary under the Washington State Growth Management Act (GMA) (RCW 36.70A.210); and

**WHEREAS**, pursuant to WAC 365-196-305, the countywide planning policies provide the framework from which the comprehensive plans of each jurisdiction are developed and facilitate the transformation of local governance in the urban growth area; and

**WHEREAS**, the County adopted the countywide planning policies in 1993 and they have not been amended or reviewed since 2005; and

**WHEREAS**, Lauren Prentice, County Community Development Department Director has advised that there is a need to review and possible update the Countywide Planning Policies before the next Comprehensive Plan Periodic Review, which must be completed by June 30, 2026; and

**WHEREAS**, said agreement would establish a clear and collaborative process with mutually agreed upon goals and an administrative structure; and

**WHEREAS**, under the agreement the County and the cities of Walla Walla and College Place would pool and jointly use funds to complete the review and possible update of the CPPs; and

**WHEREAS**, the residents of each jurisdiction would benefit from a cooperative and collaborative review of the current countywide planning policies; and

**WHEREAS**, the County Prosecuting Attorney has reviewed said amended agreement; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners they do hereby approve said agreement and the Chair of the Board shall sign the same in the name of the Board.

*Passed this 6<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 Community Development Department

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

---

To: Board of County Commissioners  
From: Lauren Prentice, Director  
Date Prepared: February 22, 2023  
RE: Proposed Interlocal Agreement for Countywide Planning Policies (CPP) Update

### **Intent**

Approval of interlocal agreement between Walla Walla County and the cities of Walla Walla, College Place, Waitsburg, and Prescott for review and possible update of the Countywide Planning Policies (CPPs).

### **Attachments**

1. Proposed Interlocal Agreement

### **Background**

The Walla Walla County Countywide Planning Policies (CPPs) are the framework for growth management in Walla Walla County. The CPPs have not been amended since 2005 and have not been updated since their original adoption in 1993. The CPPs serve as the policy framework for the County's and the Cities' Comprehensive Plans and facilitate the transformation of local governance in urban growth areas through annexation. The interlocal would establish a Project Management Team (PMT) with up to 3 members representing each jurisdiction; members could be planning staff, Planning Commission members, or elected officials. The Walla Walla County Community Development Director will serve as the Project Administrator. A planning consultant would be hired to facilitate and assist with the project.

The project would begin with a Gap Analysis, evaluating consistency between the CPPs and other planning documents and laws including the Growth Management Act (GMA), Walla Walla Regional Housing Action Plan, Walla Walla Metropolitan Planning Organization 2045 Plan, and the County's urban growth area (UGA) review process. The term of the agreement would be 1 year. The year-long process will include public and stakeholder outreach. Once the PMT has prepared recommendations, proposed changes would go through the Board of County Commissioners for review and approval. The approval process is outlined in the interlocal agreement in detail.

### **Policy Impact**

All jurisdictions, including the County, will soon need to prepare for next UGA cycle and State-mandated Comprehensive Plan Periodic Updates (due June 30, 2026). This will likely be a multi-year process and there's work that needs to be done ahead of time. The County will have to evaluate UGA boundaries prior to/concurrent with the 2026 Update:

- CPP includes policies that guide this process: selecting a population projections, allocating population, calculating current land capacity analysis.
- Newer GMA requirements not addressed in CPPs: evaluating commercial/industrial land supply, housing needs.

Reviewing and updating the CPPs now, in cooperation with the cities through the proposed interlocal, will lay groundwork for the 2026 update process and ensure that the cities and the County are in agreement regarding how future planning decisions will be made.

**Cost and Source of Funding**

The primary cost, other than staff time and support from the Community Development Department, will be the consultant. The proposed interlocal is for a cost not-to-exceed \$100,000. The agreement states that the costs will be split evenly between the County, the City of Walla Walla, and the City of College Place, so the maximum cost the County is expected to be \$33,000.

The 2023 CDD budget includes an appropriation of \$50,000 for Professional Services, as in previous years, which potentially could cover some of this cost, although this is also needed to cover our Building and Planning consultants. Due to permit/project reviews and the Building Official vacancy, it is expected that professional services costs will be up this year, although much of it will be covered directly by increased revenue. For example, consultant services for the Huntsman Estates preliminary plat review will be fully reimbursed under the recently signed MOU.

**Submitted by:**

Lauren Prentice, Director  
Community Development Department

**Disposition:**

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

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

\_\_\_\_\_  
Date

## INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE COUNTYWIDE PLANNING POLICIES UPDATE

### 1. Parties

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

1.2 The City of Waitsburg (Waitsburg) is a city organized under a Washington territorial charter.

1.3 The City of Prescott (Prescott) is a code city organized under the laws of the State of Washington.

1.4 The City of Walla Walla (Walla Walla) is a non-chartered code city organized under the laws of the State of Washington.

1.5 The City of College Place (College Place) is a non-chartered code city organized under the laws of the State of Washington.

### 2. Purpose

2.1 Walla Walla County is required to adopt countywide planning policies in cooperation with the cities located within its boundaries.

2.2 The parties wish to collaborate to review, and if necessary, update countywide planning policies pursuant to RCW 36.70A.210. The countywide planning policies provide the framework from which the comprehensive plans of each jurisdiction are developed and adopted. Per WAC 365-196-305, "The primary purpose of county-wide planning policies is to ensure consistency between the comprehensive plans of counties and cities sharing a common border or



related regional issues. Another purpose of county-wide planning policies is to facilitate the transformation of local governance in the urban growth area, typically through annexation to or incorporation of a city, so that urban governmental services are primarily provided by cities and rural and regional services are provided by counties.”

2.3 The parties have determined that the residents of each jurisdiction would benefit from a cooperative and collaborative review of the current countywide planning policies. If necessary, based upon the parties review of the current countywide planning policies, the countywide planning policies should be updated prior to each jurisdiction conducting a periodic review of their comprehensive plans and development regulations which must be done by June 30, 2026, pursuant to RCW 36.70A.040. Additionally, the parties wish to review and, if necessary after review, update the countywide planning policies prior to the next urban growth area (UGA) review by the County, which is unscheduled but will next occur between 2024 or in conjunction with the June 30, 2026 periodic update. A cooperative and collaborative planning effort is required pursuant to RCW 36.70A.210.

2.4 This Agreement sets forth mutually agreed-upon goals, an administrative structure with identified tasks and responsibilities necessary for collaborative review of the countywide planning policies, pooling and agreed use of funding from the cities of Walla Walla and College Place and Walla Walla County, and providing for additional funding that may be required.

2.5 Nothing in this Agreement requires the County to adopt any particular policy or shall be construed to alter the land-use powers of cities.

### 3. Duration

3.1 This Agreement shall be in effect for the period commencing on the date it is approved by all of the parties, and expiring one year from the date of execution of this interlocal by all parties. The term of this Agreement may be extended for one additional year by mutual agreement of all parties, if necessary to complete work referenced in paragraph 2.2 above. The extension agreement shall be executed at least fifteen (15) days prior to the expiration of this Agreement. The chair of the Board of County Commissioners and the executive officer of each other party are authorized to approve and execute such a one year extension without further authorization from the legislative body of each party.

#### 4. Goals

4.1 It is a goal of the parties to review, and if necessary revise and adopt revised countywide planning policies to meet the requirements of Chapter 36.70A.210 RCW and WAC 365-196-305.

4.2 It is a goal of the parties to conduct a gap analysis to ensure consistency between the countywide planning policies, other planning efforts, guidance, administrative codes, and laws including but not limited to Chapter 36.70A, the Walla Walla Regional Housing Action Plan (HAP), July 2021, and the Walla Walla Metropolitan Planning Organization 2045 Plan.

4.3 It is a goal of the parties to pool and jointly use funds contributed by the cities of Walla Walla and College Place and Walla Walla County to conduct the scope of work, including environmental review under SEPA, and thereafter, to the extent available, to satisfy administrative and other costs.

4.4 It is a goal of the parties to develop a framework for reviewing and amending

countywide planning policies now and into the future as well as timely adopt the revised countywide planning policies developed under this interlocal agreement by all jurisdictions in accordance with the requirements of Chapter 36.70A RCW and WAC 365-196-305, and Section 15 of the Countywide Planning Policies.

5. Administrative structure.

This Agreement does not establish a separate legal entity. It designates a project lead and provides for a joint advisory board (Project Management Team) to oversee the review, and if necessary, drafting of proposed amendments to the countywide planning policies.

5.1 Project administrator. The Community Development Department Director for Walla Walla County (Department) is designated as the administrator for any and all funds received or made available to the parties through the interlocal agreement to review, and if necessary revise and propose updated countywide planning policies. The Department shall consider the advice of the Project Management Team and each party regarding the content of interlocal agreement and use of funds.

5.1.1 Consultant and professional services

The Department is authorized to use funds to retain and contract with consultants and other professionals for services required to review and revise updated countywide planning policies. The consultant selection decision rests with the Project Management Team and each party regarding the selection and hiring of consultants and other professionals. This interlocal agreement permits the Project Management Team to negotiate a scope of work and budget not to exceed \$100,000 for the selected consultant team.



### 5.1.2 Funding

Funds shall be used to pay for the consultant team that will assist the Project Management Team in reviewing and amending the countywide planning policies and any necessary analysis or studies, to meet the requirements of Chapter 36.70A RCW.

### 5.1.3 Billing method and process

Invoices shall be sent to the cities of Walla Walla and College Place monthly for their share of the project costs not to exceed 1/3 for each entity of the project costs.

## 5.2 Project Management Team

The development and drafting of proposed amendments to the countywide planning policies shall be overseen by a project management team. The team will prepare recommendations for consideration by the County and cities via the processes described in 5.3 and 6 below. Each party may appoint a maximum of three members to the project management team and shall make provision for an alternate member to serve in the event that its appointed member(s) is unavailable or unable to serve.

Decision making by the project management team should be collaborative and by consensus. However, in the event of impasse or disagreement, a decision may be made by a majority of the members of the project management team.

5.2.1 The project management team shall coordinate and cooperate with the Washington State Department of Commerce Growth Management Services.

5.2.2 The project management team shall develop an agreed-upon scope of work. Each party may have unique needs based on existing land use, prior planning or data collection,



political framework, or other situations. Those needs will be addressed in the final scope of work, which shall include the following:

1. Gap Analysis – Ensure consistency between the CPPs and other planning efforts, guidance, and laws by completing a gap analysis. This process should also identify structural and substantive changes which would make the document more user friendly, and additional chapters/policies (i.e., Climate Change) that may not be required, but may be beneficial for consideration.
2. Public Participation Plan – Ensuring adequate opportunities for stakeholder and public input on proposed amendments including public meetings.

5.2.3 The project management team jointly with the consultant shall provide for public participation and opportunities for stakeholder and public input in the development of the team's recommendations.

5.2.4 The project management team shall make decisions needed to develop, draft and timely prepare recommendations in accordance with this agreement's timeframes.

5.2.4.1 The project management team shall submit a draft countywide planning policies to each party with reasonable time for all parties to consider and propose revisions prior to circulation of a final draft or drafts for approval.

5.2.4.2 The parties agree to propose revisions to any draft amendments to allow for timely final approval of a final draft or drafts.

5.2.5 The project management team shall come to consensus regarding the selection and hiring of consultants and other professionals. Under the direction of the project

management team, the Department shall supervise and direct any consultants and other professionals who are retained.

5.2.6 The Department and project management team will communicate via in-person meetings, telephone, or email to relay information, answer questions, or raise concerns. All members will respond promptly to communications. The Department will ensure that information related to the project is timely provided to the members.

5.2.7 The Department (can be through the consultant team) will cause to be distributed to each member an electronic copy, or where electronic copies are not efficacious, one (or more if necessary) hard copies of review documents and deliverables.

5.2.8 The Department will keep the official project records and make them available to the project management team. Project records shall be made available for public inspection in accordance with law.

5.3 Proposed amendments to the Countywide Planning Policies, once recommended by the project management team, shall be subject to the following procedures:

5.3.1 SEPA. Walla Walla County will conduct SEPA review, if required, on the recommended Countywide Planning Policy amendments.

5.3.2 Walla Walla County Board of County Commissioner Review. The Board of County Commissioners will invite the Project Management Team to a public meeting to discuss the draft countywide planning policy amendments. The Board of County Commissioners will vote whether or not to send the final draft countywide planning policy amendments to the cities for review and approval. The Board may amend the final draft countywide planning policy

amendments after consultation with the project management team prior to sending the amendments to the cities for review and approval.

5.3.3 City approval process. Within 90 days of the Board of County Commissioners' vote, the respective city legislative authorities must act upon final draft countywide planning policy amendments.

City approval means a vote by the legislative authority to approve or disapprove the final draft countywide planning policy amendments (up or down vote). Final draft countywide planning policy amendments may not be modified during the city approval process.

If a city does not notify the Department Director of the action taken within the 90-day period, that city shall be deemed to have approved the amendments.

## 6. Countywide Planning Policy final approval

6.1 Following approval of the draft countywide planning policy amendments under subsection 5.3.3 above, the Board of County Commissioners shall conduct a public hearing and may adopt or not adopt the countywide planning policy amendments. Final draft countywide planning policy amendments may not be modified during the Board of County Commissioners adoption process.

6.2 In the event that any of the cities vote to disapprove the final draft countywide planning policy amendments, the County will not take any action on the final draft countywide planning policy amendments until after the expiration of this Agreement.

## 7. Funding

7.1 Countywide Planning Policies Update. The parties reasonably expect that any

proposed amendments to the countywide planning policies can be completed for the proposed budget. The parties also understand however that there may be initial costs that are not covered by the proposed funding and that unforeseen circumstances could result in cost overruns.

7.1.1 The parties agree that the County and the cities of Walla Walla and College Place are responsible each for 1/3 of any cost overruns. The project administrator will regularly update the project management team on the consultant use of funds and provide notice of any potential cost overruns before such costs are incurred.

7.1.2 The parties agree that the County will bill the cities of Walla Walla and College Place monthly for their 1/3 share of the consultant contract.

7.1.3 The Parties agree that, in recognition of financial uncertainty, should any party's financial position significantly change, said party is not obligated to appropriate additional funding to fulfill this agreement. The Parties agree to consider funding alternatives, including but not limited to deferred payments or reimbursements. The Parties agree to cooperate fully in seeking third-party funding such as grants to fulfill this Agreement.

## 8. Property

8.1 This Agreement does not provide for the acquisition, holding, or disposal of real or personal property.

## 9. Termination of Agreement.

Any party may choose to terminate its participation in this Agreement by notifying the other parties in writing thirty (30) days prior to termination. Termination of participation shall not entitle a party to assert any claim to unexpended funds. Any terminating party shall continue to be



entitled to work products generated pursuant to this Agreement through the termination date of this Agreement.

10. Independent contractors.

The parties are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties. Each party shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of any party an employee of any other party for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

11. Hold harmless.

It is understood and agreed that each party will be solely responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other parties from any and all claims, losses, or causes of action, suits and actions in equity of any kind.

12. Attorney fees.

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

13. Assignment.

No party shall transfer, assign, or subcontract, in whole or in part, any or all of its respective

rights or obligations under this Agreement without the prior written consent of the other parties.

14. Third party beneficiaries.

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

15. Notices.

Notices shall be given, at a minimum, by postage prepaid mail to a party at its address of its principal governmental office in care of its official clerk.

16. Waiver.

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

17. Entire agreement.

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein and no prior Agreements shall be effective to the contrary.

18. Amendment.

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

19. Counterparts.

This Agreement may be executed simultaneously in several counterparts, each of which

shall be deemed an original, and all of which together shall constitute one and the same instrument.

20. Execution and filing.

The parties agree that there shall be four (4) duplicate originals of this Agreement prepared and distributed for signature by the necessary officials of each party. Each party who executes this Agreement shall cause two executed originals to be returned to the Department, who shall date it below. The Clerk of the Board of County Commissioners shall cause a copy of this Agreement to be posted on the County website pursuant to RCW 39.34.040. Upon posting of a copy on the County's website, such signed original shall constitute an agreement binding upon the parties.

21. Ratification.

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and confirmed.

22. Severability.

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

23. Applicable Law

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

24. Jurisdiction and Venue

Any dispute or proceeding arising out of this Agreement shall be submitted to the Superior

Court of the State of Washington for Walla Walla County.

25. Nothing in this Agreement shall be construed to alter the County's statutory authority to amend, deny or approve proposed countywide planning policy amendments, or the Cities' right to appeal.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY OF WALLA WALLA

\_\_\_\_\_  
CHAIR OF BOARD OF WALLA WALLA  
COUNTY COMMISSIONERS

COUNTY OF WALLA WALLA

\_\_\_\_\_  
WALLA WALLA COUNTY  
COMMISSIONER

COUNTY OF WALLA WALLA

\_\_\_\_\_  
WALLA WALLA COUNTY  
COMMISSIONER



CITY OF PRESCOTT

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MAYOR

CITY OF WAITSBURG

---

MARTY DUNN  
MAYOR

CITY OF WALLA WALLA

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ELIZABETH CHAMBERLAIN  
CITY MANAGER

CITY OF COLLEGE PLACE

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NORMA HERNANDEZ  
MAYOR



## Walla Walla County Community Development Department

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

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To: Board of County Commissioners  
From: Lauren Prentice, Director  
Agenda Date: March 6, 2023  
Prepared: March 1, 2023  
RE: Monthly Community Development Department Update

### **Building/Fire Permits**

#### **Permits Approved**

- 43 building and fire permits were approved during the last month, this is a slight increase over approximately 30 the last few months.
- Includes 16 over-the-counter (OTC) permits (mechanical, plumbing, reroof, demolition).
- Also issued 33 residential burn permits.

A list of issued building and fire permits is included as Attachment 1.

#### **Applications**

- 45 building and fire permit applications were submitted in the last month compared to 24 in January and 40 in December.
- 36 building/fire permits applications are currently actively under plan review; this is typical.
- 3 building/fire permit applications are on long-term hold because of pending action or request by applicant; this includes two projects with pending Type 3 land use/planning applications and the County's building permit application for renovation of the jail.
- 26 applications classified as MISSING INFO, because we are unable to proceed with plan review until requested information is resubmitted.

#### **Building/Fire Permit Plan Reviews**

280 reviews completed; average Turnaround Time for Permit Reviews completed last month:

- Public Works: 6.3 days (34 reviews, 3 reviewers)
- Environmental Health: 12.2 days (31 reviews, 1 reviewer)
- Screening/Permit Techs: 11.5 days (108 reviews, 3 reviewers)
- Planning/Critical Areas: 4.4 days (70 reviews, 1 reviewer)
- Building (including contract reviewer): 8.5 days (34 reviews, 2 County reviewers plus SAFEbuilt)

#### **Inspections**

A total of 211 building/fire permits inspections were scheduled and completed in February, compared to 216 in January.

#### **Software Upgrade – TRAKiT.NET to Central Square Com Dev (CS)**

There are still several issues that are unresolved; we have been working through issues with support, though response/resolution time has not been great. The critical issue is that the GIS integration is not complete so current parcel data isn't being imported into the system. CentralSquare assigned a new GIS expert to assist with this and we met with him on Friday, February 24. County GIS joined this meeting. We discovered that CentralSquare needs to finish building the update routine and there are a couple of disconnects in the data/direction that the County provided that County GIS will fix.

### **Technical Review Committee**

- February 1 – Roundtable Meeting for 2-lot, 5-acre short plat on Wallula Avenue (TRC23-005).
- February 8 – Roundtable Meeting with prospective purchaser of property in the old Burbank Lake Addition (located near Maple Street and Lake Road) (TRC23-006). This is an old plat, approved in 1959, which is mostly undeveloped. It is in the Urban Growth Area (UGA) but it doesn't appear that sewer and water is available so we advised about a replat/reconfiguration.
- February 15 – Roundtable Meeting for possible large lot subdivision or short plat on Blue Creek Road and construction of a new home. Will require substantial critical areas review. (TRC23-008)
- February 15 – Roundtable Meeting for 2-lot, 5-acre short plat on Wallula Avenue (TRC23-005).
- February 15 – Roundtable Meeting for "off-grid" home on McKay Grade Road (TRC23-007).
- February 22 – Roundtable Meeting for site-specific rezone and Comprehensive Plan map amendment on Pranger Road (TRC23-009).

### **Code Enforcement**

52 Code Enforcement inspections were conducted in February.

### **Planning Decisions Approved/Issued**

ADU22-016	468 sf attached ADU	51 CHAMPION ST	ACCESSORY DWELLING UNIT
CAP22-030	Wetlands and Fish and Wildlife Habitat Area review for ADU	105 VIDEL LN	CRITICAL AREAS
HO23-001	Hummingbird Tea, Type 1	38 MARILYN LN	HOME OCCUPATION

### **Miscellaneous**

1. Shoreline Master Program Update
  - a. February 22 – Public Information Meeting (complete). Meeting recording has been posted online on project site.
  - b. February 22 – Planning Commission Workshop (complete)
  - c. In March we will prepare Final Draft and initiate the formal public and agency comment period, which will last 30 days, and complete SEPA Environmental Review. Joint Planning Commission/Department of Ecology public hearing tentatively scheduled for April 5.
2. February 16 – Met with Public Works Department staff and SAFEbuilt reviewers to discuss grading permit/driveway requirements.
3. Hearing Examiner: February 13 at 1:30: SHR22-001 – Shoreline Substantial Development Permit for Walla Walla County Dell Sharpe Bridge Replacement. Several members of the public participated.
4. Attended 3-hour meeting for FEMA Risk Map Project on February 22 (flood map update). This was a scoping meeting with representatives from various local agencies.
5. February 23 – Joined City of College Place and Walla Walla staff for panel hosted by the Walla Walla Valley Association of Realtors. Questions regarding permitting timeframes, accessory dwelling units (ADUs), tiny homes, and various housing issues.



# WW Permits Issued

## Walla Walla County

Date Range Between 2/1/2023 and 2/28/2023

Permit No. Date Issued Zoning	Type Sub-Type Permit Description	Site Address Parcel No.	Owner Contractor	Valuation	Fees Paid
B22-0616 2/8/2023	1 FAM RESIDENCE RESIDENTIAL 3400 sf 2 Stry Res, 1192 sf Cov & Uncov P/P/D, 1254 sf Gar	1147 S CAMPBELL RD 350726650001	WHISPERING MEADOWS LLC SCULLY CONSTRUCTION, INC	\$616,657.12	\$7,667.74
B23-0011 2/14/2023	1 FAM RESIDENCE RESIDENTIAL 2,258 sf Residence, 551 sf Covered Porches, 570 sf Garage	248 BALDWIN RD TMP00307	COCHRON, DANIEL D & MICHELE H LEXAR HOMES TRI CITIES	\$400,278.64	\$5,437.98
B23-0021 2/27/2023	1 FAM RESIDENCE RESIDENTIAL 2,432 sf 2 Story Residence, 950 sf Cov P/P/D, 644 sf Garage	98 HATCH GRADE RD 310727410004	HOLBROOK, KAREN K NOT APPLICABLE	\$402,015.84	\$5,460.47
B22-0135 2/28/2023 AR-10	1 FAM RESIDENCE CO RESIDENTIAL 2698 sf Res, 164 sf Cov Por, 360 sf uncov Por, 605 sf Gar	1727 OLD MILTON HWY 350601440055	BUSLACH, KURTIS S & GAYLE F TBD	\$422,199.34	\$5,685.42
<b>1 FAM RESIDENCE</b>			<b>Totals:</b>	<b>\$1,841,150.94</b>	<b>\$24,251.61</b>
B22-0632 2/24/2023	ACCESSORY DWELL UNIT RESIDENTIAL 1098 sf ADU, 225 sf Cellar, 375 sf Cov P/P, 900 sf Gar	97 VIDEL LN 360713320019	CASTILLO, ASCENCION CRUZ & ELOISA S NOT APPLICABLE	\$231,039.84	\$2,948.43
<b>ACCESSORY DWELL UNIT</b>			<b>Totals:</b>	<b>\$231,039.84</b>	<b>\$2,948.43</b>
B22-0631 2/24/2023	ADDITION REMODEL RESIDENTIAL Interior Remodel - Replace 6 feet of existing footing	1390 ROOSTER RD 360604510216	BISGARD CARL V JR AAA GENERAL CONSTRUCTION LLC	\$180,000.00	\$3,017.91
<b>ADDITION REMODEL</b>			<b>Totals:</b>	<b>\$180,000.00</b>	<b>\$3,017.91</b>
B22-0630 2/13/2023 PA-40	COMMUNICATIONS TOWER COMMERCIAL Modifications to Existing Cell Tower	696 WALKER RD 370813410005	MASON, RICHARD R TBD	\$0.00	\$924.75
B23-0047 2/23/2023 PA-40	COMMUNICATIONS TOWER COMMERCIAL Install 190 ft Cell Tower within 75' x 75' Fenced Compound	7985 E HWY 124 361033110013	SMITH ERMA LEE MARITAL TRUST WEIS TOWERS LLC	\$0.00	\$924.75
B22-0599 2/3/2023	COMMUNICATIONS TOWER CO COMMERCIAL	283 FOURTH ST 310714210003	SONRISE ORCHARDS TBD	\$0.00	\$924.75



# WW Permits Issued

## Walla Walla County

Date Range Between 2/1/2023 and 2/28/2023

Permit No. Date Issued Zoning	Type Sub-Type Permit Description	Site Address Parcel No.	Owner Contractor	Valuation	Fees Paid
PA-40	Modifications to existing Cell Tower				
<b>COMMUNICATIONS TOWER</b>			<b>Totals:</b>	<b>\$0.00</b>	<b>\$2,774.25</b>
B23-0048	E MECHANICAL	1347 BARLEEN DR	LYNCH, MARTIN A & PATRICIA L	\$0.00	\$103.00
2/2/2023	RESIDENTIAL	360731500301	COLLEGE PLACE HTG & A/C INC		
	Replace heat pump				
B23-0055	E MECHANICAL	900 BORDEAUX DR	ROGAN, TIM	\$0.00	\$103.00
2/6/2023	RESIDENTIAL	360617500006	COLLEGE PLACE HTG & A/C INC		
	Replace gas unit heater				
B23-0061	E MECHANICAL	2325 WAINWRIGHT PL	FILLMAN CLINTON JOE & CAROL L	\$0.00	\$103.00
2/7/2023	RESIDENTIAL	360734530010	COLLEGE PLACE HTG & A/C INC		
	Replace heat pump & air handler				
B23-0065	E MECHANICAL	1771 LAKE RD	COOPER WILLIAM DEAN	\$7,219.00	\$103.00
2/8/2023	RESIDENTIAL	300936530043	CAMPBELL COOL ELEC PLMB CORP		
	Run gas line in crawlspace for range, generator & stove				
B23-0074	E MECHANICAL	495 WALLULA AVE	GUSS DAVID R	\$0.00	\$103.00
2/16/2023	RESIDENTIAL	350725522605	COLLEGE PLACE HTG & A/C INC		
	Gas Piping and Install Gas Fireplace Insert				
B23-0075	E MECHANICAL	432 E SUNSET DR	COHOON, ROY	\$0.00	\$103.00
2/16/2023	RESIDENTIAL	310931520119	CAMPBELL COOL ELEC PLMB CORP		
	Replace 2 T Heat Pump & Air Handler - in closet				
B23-0076	E MECHANICAL	792 VAN DONGE LN	VALLIERE, KARIN SUE	\$11,984.00	\$103.00
2/16/2023	RESIDENTIAL	360604340025	TOTAL COMFORT SOLUTIONS LLC		
	Replace Gas Furnace & A/C with NEW GFAC				
B23-0084	E MECHANICAL	2223 OLD MILTON HWY	HARRI, JAMES E & MARY L	\$0.00	\$103.00
2/22/2023	RESIDENTIAL	350602440045	A-1 PLUMBING & EMERGENCY ROOTER		
	Gas line - running .75" PE gas line to fire pit in backyard				
B23-0088	E MECHANICAL	3095 CANBERRA DR	PONTAROLO NICKOLAS J	\$0.00	\$103.00
2/27/2023	RESIDENTIAL	360605520005	BLAZE 2 BLIZZARD HTNG/CLNG LLC		

# WW Permits Issued

## Walla Walla County

Date Range Between 2/1/2023 and 2/28/2023

Permit No. Date Issued Zoning	Type Sub-Type Permit Description	Site Address Parcel No.	Owner Contractor	Valuation	Fees Paid
	Replace furnace in residence				
<b>E MECHANICAL</b>			<b>Totals:</b>	<b>\$19,203.00</b>	<b>\$927.00</b>
B23-0053 2/3/2023	E PLUMBING RESIDENTIAL	152 LUCAS RD 300812570207	BAXTER BOBBY R CAMPBELL COOL ELEC PLMB CORP	\$2,300.00	\$103.00
	Replace 50 gallon electric water heater				
<b>E PLUMBING</b>			<b>Totals:</b>	<b>\$2,300.00</b>	<b>\$103.00</b>
B23-0049 2/2/2023	E REROOF RESIDENTIAL	3560 BRADEN RD 360606440017	BAFFNEY DANIEL K REAL ROOFING	\$0.00	\$367.00
	Tear off and reroof 50 squares				
B23-0018 2/1/2023	E REROOF RESIDENTIAL	575 FIVE MILE RD 370718430006	MALKUCH KENNETH W & LINDA G VW QUALITY ROOFING LLC	\$0.00	\$253.70
	Re-roof Detached garage, 28 sq w/tear-off				
<b>E REROOF</b>			<b>Totals:</b>	<b>\$0.00</b>	<b>\$620.70</b>
F23-0002 2/10/2023	FIRE SPRINKLER	23 LILAC CT 350722500006	MARTINEZ, AQUILINO & BILMA C A&D FIRE	\$16,275.00	\$660.48
	Install NFPA 13D Fire Sprinkler system in Residence				
<b>FIRE</b>			<b>Totals:</b>	<b>\$16,275.00</b>	<b>\$660.48</b>
B23-0022 2/28/2023	GARAGE SHOP RESIDENTIAL	93 RANSOM RD 360732510022	GOMEZ, EPIFANIO RUBEN & NORMA I MADDOCKS CONSTRUCTION CO	\$24,000.00	\$699.12
	960 sf Garage				
<b>GARAGE SHOP</b>			<b>Totals:</b>	<b>\$24,000.00</b>	<b>\$699.12</b>
B22-0552 2/10/2023	NEW COMMERCIAL BLDG CO COMMERCIAL	2329 WALLULA AVE 350727310012	WOHR, ROBERT & KRUGER, JOHN ELKHORN CUSTOM BUILDERS LLC	\$235,512.00	\$3,058.22
AR-10	2400 sf Roof only Steel Structure				
B22-0594 2/6/2023	NEW COMMERCIAL BLDG CO COMMERCIAL	454 SECOND AVE 300802590142	WALLA WALLA PORT OF CORNICE CONSTRUCTION LLC	\$267,438.08	\$3,960.53

# WW Permits Issued

## Walla Walla County

Date Range Between 2/1/2023 and 2/28/2023

Permit No. Date Issued Zoning	Type Sub-Type Permit Description	Site Address Parcel No.	Owner Contractor	Valuation	Fees Paid
	Frito-Lay - Project Max 3,136 sf Maintenance Shop				
B22-0593 2/6/2023	NEW COMMERCIAL BLDG CO COMMERCIAL	458 SECOND AVE 300802590142	WALLA WALLA PORT OF CORNICE CONSTRUCTION LLC	\$9,626,049.46	\$74,584.94
	Frito-Lay - Project Max -103,122 sf WH, Ofc w-32sf Cov Porch				
NEW COMMERCIAL BLDG				Totals: \$10,128,999.54	\$81,603.69
B23-0037 2/22/2023	OTHER STRUCTURES COMMERCIAL	178 VINEYARD LN 370717140015	SCHAFER, MARIE M GST TRUST PACIFIC FLYWAY CONSTRUCTION LLC	\$20,000.00	\$620.96
PA-40	Bledsoe - McDaniels Concrete Sign and Entry Gate				
OTHER STRUCTURES				Totals: \$20,000.00	\$620.96
B23-0073 2/15/2023	PLUMBING MECHANICAL RESIDENTIAL	1771 LAKE RD 300936530043	COOPER WILLIAM DEAN CAMPBELL COOL ELEC PLMB CORP	\$0.00	\$103.00
	Set new Propane Tank				
B23-0019 2/1/2023	PLUMBING MECHANICAL RESIDENTIAL	681 YELLOWHAWK ST 360732513010	IVES, DAVID B & ANGELA S HOUK MASONRY INC	\$0.00	\$103.00
	Install wood stove				
PLUMBING MECHANICAL				Totals: \$0.00	\$206.00
B22-0619 2/10/2023	POLE BUILDING RESIDENTIAL	198 FLAT TOP RD 310932320010	STALEY, NICOLE A & JEREMIAH J QUALITY STRUCTURES ONE, INC	\$33,300.00	\$875.93
	1800 sf Enclosed Pole Building				
B22-0568 2/3/2023	POLE BUILDING CO RESIDENTIAL	369 MERRY LN 310807560127	JOHNSON, GREGORY L & AMY BETTER BUILT STRUCTURES	\$13,986.00	\$459.69
	756 sf Pole Bldg Shop				
POLE BUILDING				Totals: \$47,286.00	\$1,335.62
B22-0532 2/9/2023	PORCH PATIO DECK CO RESIDENTIAL	391 RUSSET RD 350727524227	HILL, DOUGLAS SCOTT NOT APPLICABLE	\$1,800.00	\$163.83
	Replace Existing front Deck				
B22-0601 2/28/2023	PORCH PATIO DECK CO RESIDENTIAL	494 S HUSSEY ST 350726521544	ROSS, DEBBIE M TBD	\$7,200.00	\$316.95

# WW Permits Issued

## Walla Walla County

Date Range Between 2/1/2023 and 2/28/2023

Permit No. Date Issued Zoning	Type Sub-Type Permit Description	Site Address Parcel No.	Owner Contractor	Valuation	Fees Paid
	360 sf Covered Patio				
<b>PORCH PATIO DECK</b>			<b>Totals:</b>	<b>\$9,000.00</b>	<b>\$480.78</b>
B23-0079 2/27/2023	REROOF RESIDENTIAL	45 MERRY LN 310807540305	SULLIVAN JERRY J & GAIL ABOVE THE REST ROOFING INC	\$13,000.00	\$253.70
	Re-roof Residence, 28 sq w/tear-off				
<b>REROOF</b>			<b>Totals:</b>	<b>\$13,000.00</b>	<b>\$253.70</b>
B23-0066 2/9/2023	SIDING WINDOWS RESIDENTIAL	99 PARADISE DR 310930540110	SCOTT, COLT & CHRISTINE HOME DEPOT	\$25,688.00	\$113.30
	Replace 11 windows and 3 doors like for like.				
B23-0070 2/14/2023	SIDING WINDOWS RESIDENTIAL	3486 POWER LINE RD 360609210011	YENTZER, STEVEN R & TINA R EATON CONSTRUCTION, INC	\$0.00	\$255.70
	Replace over 2k sq ft siding, replace 19 windows				
<b>SIDING WINDOWS</b>			<b>Totals:</b>	<b>\$25,688.00</b>	<b>\$369.00</b>
B23-0039 2/22/2023 RR-40	SIGN COMMERCIAL	5139 LEWIS PEAK RD 380704120004	WILKS, GENE JR & DEBBIE NOT APPLICABLE	\$0.00	\$178.00
	24 sf Entry Sign for B & B				
<b>SIGN</b>			<b>Totals:</b>	<b>\$0.00</b>	<b>\$178.00</b>
B23-0012 2/14/2023	SOLAR ARRAY RESIDENTIAL	474 VALLEY CHAPEL RD 350609310004	BOWERS DEAN & E TONI REVOLUTION ENERGY SYSTEMS INC - Lakewood	\$0.00	\$211.00
AR10	6.18 kW Roof Mount Solar Array				
B23-0013 2/14/2023	SOLAR ARRAY RESIDENTIAL	126 LAST CHANCE RD 350729440007	HINER DIEHL J & JESSICA SOLGEN POWER LLC	\$0.00	\$211.00
AR-10	10.36W roof-mounted solar array				
<b>SOLAR ARRAY</b>			<b>Totals:</b>	<b>\$0.00</b>	<b>\$422.00</b>
<b>39 Permits Issued from 2/1/2023 and 2/28/2023</b>			<b>Total Valuation:</b>	<b>\$12,557,942.32</b>	
			<b>Total Fees Paid:</b>	<b>\$121,472.25</b>	



**11:00 COUNTY COMMISSIONERS**

- a)** Exit audit meeting with State Auditor's office representatives re: 2021 County Audit  
(accountability, financial and federal audit components)

**12:00 RECESS**

**a) Consent Agenda Items:**

- 1) Resolution – Signing an Interlocal Cooperative Agreement with Deschutes County

**b) Action Agenda Items:**

- 1) Execute contract with Humbert Asphalt, Inc. for Hot Mix Asphalt

**c) Department update and miscellaneous**

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

IN THE MATTER OF AN SIGNING AN  
INTERLOCAL COOPERATIVE  
AGREEMENT WITH DESCHUTES  
COUNTY

}

RESOLUTION NO. **23**

**WHEREAS**, pursuant to RCW 39.34, local governmental units are permitted to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis on mutual advantage; and

**WHEREAS**, it is in the best interest of Walla Walla County to work cooperatively with other governmental agencies; now therefore

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners that they do hereby enter into an Interlocal Cooperative Agreement with Deschutes County for purchasing, sales, general equipment and/or services through Department of Public Works and that the Chair of the Board shall sign same in the name of the Board.

*Passed this 6<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 Public Works  
990 Navion Lane  
Walla Walla, WA 99362**



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To: Board of County Commissioners

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

Date: 1 March 2023

Re: Director's Report for the Week of 27 February 2023

**Board Action: 06 March 2023**

**Consent Agenda:**

**In the Matter of Signing an Interlocal Agreement with Deschutes County**

**Action Agenda Items:**

**In the Matter of Signing a Contract for Hot Mix Asphalt**

**MILL CREEK FLOOD CONTROL ZONE DISTRICT:**

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

**ENGINEERING:**

- Fishhook Park Road: Working on design and right of way plans.
- Dell Sharpe Bridge: Reviewing consultant plan submittal.
- Wallula/Gose: Working on demolition and site preparation.
- Seven Mile Bridge: Consultant is working on environmental mitigation plans.
- Burbank Business Park Pathway (Port of Walla Walla Project): Currently being advertised.

**MAINTENANCE/FLEET MANAGEMENT:**

- North Crew – Checking mountain roads; snow and ice, start work on Spring Valley Road culvert replacement.
- South Crew –Grading gravel roads and shoulder repairs.
- Vegetation & Signs – Brush clean-up from wind, sign maintenance, and getting ready for spray season.
- Garage – Routine services and repairs, and prepping equipment for summer projects.

**ADMINISTRATION:**

- Conducted our weekly Road Operations, Staff, and Engineering meetings.
- Met with Corps of Engineers to discuss Right of Way requirement on our Mill Creek CAP 205 project.



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

HUMAN RESOURCES/RISK MANAGEMENT BOCC Update 3/1/23
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Employment Information: 23 Full time open positions

**Job Openings:**

1. Division Manager Behavioral Health – CHD – opened 11/16/22
2. Division Manager- Population Health – CHD – opened 7/6/22
3. Division Manager – Environmental Health -- CHD – opened 2/17/2023
4. Environmental Health Specialist I or II – CHD- opened 12/12/22
5. Senior Office Assistant EH – CHD – OUF – opened 1/13/2023
  
6. Corrections Officers – Corrections – continuous advertising – 5 open positions -testing 2/23/2023 – 2 passes – Next test 3/9/2023
7. Juvenile Detention Officer – JJC – OUF – opened 12/22/22
8. Admin Deputy Jail Commander – Corrections – OUF - opened 2/15/23
9. Operations Deputy Jail Commander – Corrections – opened 2/15/23
  
10. Maintenance Technician I – PW – OUF – opened on 3/14/22
11. Public Works Technician IV – PW – OUF – opened on 1/20/23
  
12. PT Senior Office Assistant – WSU – OUF – opened 4/15/22
  
13. Building Official/Fire Marshal - Community Development – OUF - opened 09/30/22
  
14. Chief Civil Deputy – Sheriff – OUF - opened - opened 10/6/22
15. Support Service Clerk I – Sheriff – OUF - opened 12/28/2022
  
16. Chief Finance Manager – Auditor – OUF - opened 10/27/22
  
17. Bailiff – Superior Court – Continuous advertising – OUF 3 P - opened 11/2/22
  
18. Deputy Prosecuting Attorney I or II - Prosecuting Attorney – OUF- 3 positions - opened 11/30/22

OUF = Opened until filled

**Job Closings:**

**Positions Filled:**

1. Environmental Health Specialist I or II – CHD- opened 12/12/22 – New Hire 3/13/2023
2. Corrections Officers – Corrections – continuous advertising – 3/6/2023
3. Residential Appraiser Analyst I – Assessor – OUF- opened 12/28/22- Start date 3/6/2023

**1:50 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

**2:00 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.*