

# A G E N D A

## WALLA WALLA COUNTY BOARD OF COMMISSIONERS

MONDAY, JUNE 5, 2017

9:30

COUNTY COMMISSIONERS

Chairman Duncan

All matters listed within the Consent Agenda have been distributed to each County Commissioner for review and are considered routine. The Consent Agenda will be approved by one motion of the Board of County Commissioners with no separate discussion. If separate discussion is desired on a certain item, that item may be removed from the Consent Agenda at the request of a Commissioner, for action later.

- a) Roll call and establish a quorum
- b) Declarations re: conflict of interest
- c) Pledge of Allegiance
- d) Public comment period (time limitations may be imposed)
- e) Introduction of new county employees (this is scheduled for the first meeting of each month)

**PLEASE NOTE:** *If you wish to address the Commission, please raise your hand to be recognized by the Chair. When you have been recognized, please step up to the microphone and give your name and address before your comments. The Walla Walla County Commissioners are committed to maintaining a meeting atmosphere of mutual respect and speakers are encouraged to honor this principle. (An individual may request to address the board at a later time on the agenda, if time permits, by contacting the Clerk of the Board at least 24 hours prior to the meeting.) Thank you.*

- f) **Action Agenda Items:**
  - 1) Review submitted Employee Payroll Action Forms
- g) **Public Meeting:**
  - 1) To consider leasing certain county property (request from Central Washington Comprehensive Mental Health - 1520 Kelly Place)
- h) **Action Agenda Items:**
  - 1) Possible decision re above request
- i) **Consent Agenda Items:**
  - 1) Resolution \_\_\_\_\_ - Minutes of County Commissioners' proceedings for May 29 and 30, 2017
  - 2) Resolution \_\_\_\_\_ - Setting a date of public hearing to consider amendments to the 2017 Walla Walla County Budget

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

IN THE MATTER OF SETTING A  
DATE OF PUBLIC HEARING TO  
CONSIDER AMENDMENTS TO  
THE 2017 WALLA WALLA  
COUNTY BUDGET



**RESOLUTION NO.**

**WHEREAS**, subsequent to the establishment of the budgets and adoption of the 2017 Walla Walla County Budget, as well as an initial 2017 budget amendment, the need has arisen for additional budget amendments on an immediate basis; and

**WHEREAS**, it is necessary to hold a public hearing to consider these matters; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that a public hearing shall be set for Monday, June 19, 2017 at the hour of 9:30 a.m., in Commissioners' Chambers, County Public Health and Legislative Building, 314 West Main, Walla Walla, Washington to consider amending the 2016 budget as follows:

**FUND 31900 – HUMAN SERVICES CAPITAL PROJECT**

Revenue	\$1,300,000.00
Expenditures	\$1,300,000.00

**FUND 11200 – PUBLIC HEALTH**

Revenue	\$200,000.00
Expenditures	\$200,000.00

**BE IT FURTHER RESOLVED** that, upon further review of the 2017 Budget at the time of the above-referenced hearing, if other amendments are proposed and necessary for accounting purposes, those amendments will be made a part of the hearing without further advertising.

*“Passed this 5th day of June, 2017 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.”*

**Attest:**

\_\_\_\_\_  
Connie R. Vinti, Clerk of the Board

\_\_\_\_\_  
James L. Duncan, Chairman, District 3

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

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

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

**COUNTY COMMISSIONERS (continued)**

**i) Consent Agenda Items (continued):**

- 3) County vouchers/warrants/electronic payments as follows: 4186730 through 4186731, totaling \$171,135.35 (ER&R); 4186732 through 4186733, totaling \$4,1486.47 (benefits and deductions correction)
- 4) Payroll action and other forms requiring Board approval

**j) Action Agenda items:**

- 1) Ordinance No. 467 – An ordinance terminating the timberland classification and consolidating the timberland classification program with the designated forestland program as requested by the county assessor
- k) Miscellaneous business to come before the Board
- l) Review reports and correspondence; hear committee and meeting reports
- m) Review of constituent concerns/possible updates re: past concerns

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

**ORDINANCE NO. 467**

**AN ORDINANCE TERMINATING THE TIMBERLAND CLASSIFICATION AND CONSOLIDATING THE TIMBERLAND CLASSIFICATION PROGRAM WITH THE DESIGNATED FORESTLAND PROGRAM AS REQUESTED BY THE COUNTY ASSESSOR.**

**WHEREAS**, Senate Bill (SB) 6180, later codified as RCW 84.34.400, was passed in 2014, and allows a county to merge its timberland classification with its designated forestland program; and

**WHEREAS**, applications for land classifications are made to the county assessor or the county legislative authority; and

**WHEREAS**, the following findings of fact and conclusions of law are hereby made:

Findings of Fact:

1. On May 2, 2017, County Assessor Debra Antes presented a request to the Walla Walla County Board of Commissioners during an open, public session of the Board on May 2, 2017, to ask that, for administrative purposes, the Board consider adoption of the statutorily allowed County option.
2. On May 15, 2017, Walla Walla County Resolution was approved, setting a date of public hearing to consider this request for May 30, 2017.
3. On May 18, 2017, a Notice of Public Hearing was published in the Walla Walla Union Bulletin.
4. Other counties, such as Lewis County, have enacted similar ordinances.

Conclusions of Law:

1. The proposed merger of the County's Current Use Timberland Classification Program (under RCW 84.34) with the Designated Forestland Program (under RCW 84.33) is recommended and requested by the County Assessor for administrative purposes.

**WHEREAS**, the Board of County Commissioners held a public hearing on May 30, 2017, for the purpose of receiving testimony regarding the request; and

**WHEREAS**, this Board finds it is in the public interest to merge the County's timberland classification program with its designated forestland program.

**NOW THEREFORE,**

**BE IT ORDAINED**, by the Walla Walla County Board of County Commissioners that, based on the findings of fact and conclusions of law above:

1. The County timberland classification is hereby terminated.
2. All timberland classifications granted in Walla Walla County prior to the effective date of this ordinance are hereby terminated.
3. Any land that had been classified as timberland is now designated as forestland under RCW 84.33.
4. The date the property was classified as timberland is considered to be the date the property was designated as forestland.
5. The County Assessor is directed to notify each owner of timberland of the merger by certified mail.
6. When designated forestland is removed from designation, only compensating tax will be collected in accordance with RCW 84.33.140(12), unless otherwise provided by law.

**Section 1. Effective Date.** This ordinance is effective immediately upon adoption.

**Section 2. Savings and Severability.** If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

**Section 3. Publication.** This ordinance will be published by an approved summary consisting of the title.

PASSED by the Walla Walla County Board of County Commissioners in regular session at Walla Walla, Washington, then signed by its membership and attested by its Clerk in authorization of such passage this 5<sup>th</sup> day of June, 2017.

Attest:

\_\_\_\_\_  
Connie R. Vinti, Clerk of the Board

\_\_\_\_\_  
James L. Duncan, Chairman, District 3

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

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

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

Approved as to form

\_\_\_\_\_  
Jesse D. Nolte, Deputy Prosecuting Attorney

9:45

DEPARTMENT OF COMMUNITY HEALTH

Meghan DeBolt

**a) Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Interlocal Agreement between Office of Superintendent of Public Instruction and Walla Walla County Department of Community Health (Agreement No. 20170479)

**b) Department update and miscellaneous**

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

IN THE MATTER OF INTERLOCAL  
AGREEMENT BETWEEN OFFICE  
OF SUPERINTENDENT OF  
PUBLIC INSTRUCTION AND  
WALLA WALLA COUNTY  
DEPARTMENT OF COMMUNITY  
HEALTH (AGREEMENT NO.  
20170479)



RESOLUTION NO.

**WHEREAS**, the Office of Superintendent of Public Instruction has proposed an agreement with Walla Walla County for the health and sanitation evaluations of vendors providing U.S. Department of Agriculture (USDA) Summer Food Service Program; and

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

**WHEREAS**, the County Prosecuting Attorney and Risk Manager have also reviewed same; now therefore

**BE IT HEREBY RESOLVED** by this Board of Walla Walla County Commissioners that they do hereby approve said agreement, and authorize County Director of Community Health, Meghan DeBolt, to sign the same.

*Passed this 5<sup>th</sup> day of **June, 2017** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

\_\_\_\_\_  
Connie R. Vinti, Clerk of the Board

\_\_\_\_\_  
James L. Duncan, Chairman, District 3

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

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

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

**INTERLOCAL AGREEMENT  
Agreement No. 20170479**

between

**OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION**  
Old Capitol Building, P.O. Box 47200  
Olympia, WA 98504-7200

and

**WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH**  
314 W. Main Street  
P.O. Box 1753  
Walla Walla, WA 99362

Federal Identification #91-6001381

**THIS AGREEMENT** is made and entered into by and between the Walla Walla County Department of Community Health, hereinafter referred to as "Health District," and the Office of Superintendent of Public Instruction, hereinafter referred to as "OSPI."

**PURPOSE OF THIS AGREEMENT**

This Agreement is necessary for the successful implementation and operation of food service management companies (vendors), sponsor food preparation facilities, and feeding sites operating under the U.S. Department of Agriculture (USDA) Summer Food Service Program (SFSP) during the summer of 2017 as required by 7 CFR Part 225 as a condition to the allocation and expenditure of USDA SFSP funding.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

The Health District shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

In accordance with the applicable local Health District rules and regulations, the Health District agrees to perform periodic health and sanitation evaluations, as determined by the Health District in said Health District's jurisdiction. This shall include one (1) on-site preparation facilities, one (1) central kitchen facility, and eight (8) feeding sites that serve meals that have been prepared elsewhere.

Entities participating in the Summer Food Service Program will contact the Health District if they intend to operate the program this year. OSPI will provide the Health District with a list of approved sponsors no later than June 19, 2017. The Health District shall contact the sponsor(s) for feeding site and preparation locations prior to inspection. OSPI will report to the Health District any health-related problems discovered on routine visits conducted by site monitors for



Health District follow-up, if necessary. The Health District shall submit copies of the inspection(s) to both the sponsor and OSPI along with the invoice to OSPI by September 30, 2017.

## **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on June 1, 2017, or date of execution, whichever is later, and be completed on September 30, 2017, unless terminated sooner as provided herein.

## **PAYMENT**

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The parties have determined that the cost of accomplishing the work herein will not exceed a total of one thousand dollars (\$1,000). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the following rates:

- One (1) on-site preparation facilities at a rate of one hundred dollars (\$100) per inspection/evaluation.
- One (1) central kitchen facility at a rate of one hundred dollars (\$100) per inspection/evaluation.
- Eight (8) feeding sites that serve meals that have been prepared elsewhere at a rate of one hundred dollars (\$100) per inspection/evaluation.
- 

Funds for the payment of this contract are provided by federal program Summer Food Service Program (SFSP), Catalog of Federal Domestic Assistance (CFDA) #10.559.

The Health District shall submit invoices to the Superintendent's designee, Donna Parsons, no later than September 30, 2017, for those inspections/evaluations actually performed for the SFSP. Invoices received after September 30, 2017 WILL NOT BE PAID. The invoice(s) shall include the Agreement number and document to the Contract Manager's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) calendar days of the Contract Manager receiving and approving the invoice, payment will be mailed or electronically transferred to the Health District by Agency Financial Services, OSPI. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

## **AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Health District certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Health District further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. Health District may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration, and Washington State vendor debarment list.

## CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this Agreement.

OSPI	Walla Walla County Department of Community Health
Donna Parsons Director, Child Nutrition Services Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 725-6200 Fax: (360) 664-9397 Email: donna.parsons@k12.wa.us	Kevin Tureman Environmental Health Manager 314 W. Main Street P.O. Box 1753 Walla Walla, WA 99362 Phone: (509) 524-2650 Fax: (509) 524-2677 Email: ktureman@co.walla-walla.wa.us

## CREATIVE COMMONS ATTRIBUTION LICENSE

The Health District understands that, except where otherwise agreed to in writing or approved by OSPI or the Contract Manager, all original works of authorship produced under this Agreement shall carry a **Creative Commons Attribution License**, version 4.0 or later.

All Materials the Health District has adapted from others' existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under this Agreement, but that incorporate pre-existing materials not produced under this Agreement, the Health District will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Health District would like to limit these pre-existing portions of the work to non-commercial use, the **Creative Commons Attribution-NonCommercial-ShareAlike** license, version 4.0 or later, is acceptable for these specific sections.

The Health District warrants and represents that the Health District has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

## **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

## **GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal statutes and rules
- Statement of work
- Any other provisions of the Agreement, including materials incorporated by reference

## **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

## **RIGHTS IN DATA**

Copyright in all material created by Health District and paid for by OSPI as part of this Agreement shall be the property of the State of Washington. Both OSPI and Health District may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which Health District provides and uses to perform this Agreement but which is not created for or paid for by OSPI shall be owned by Health District or such other party as determined by Copyright Law and/or Health District's internal policies; however, for any such materials, Health District hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to OSPI to use the material for OSPI internal purposes.

## **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **TERMINATION**

Either party may terminate this Agreement upon thirty (30) calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **TERMINATION DUE TO FUNDING LIMITATIONS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, OSPI may, without advance notice and without liability for damages, terminate this Agreement by providing written notice to Health District. The termination shall be effective on the date specified in the termination notice.

## **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **TERMINATION PROCEDURE**

Upon termination of this Agreement, OSPI, in addition to other rights provided in this Agreement, may require Health District to deliver to OSPI any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

OSPI shall pay to Health District the agreed upon price, if separately stated, for completed work and services accepted by OSPI and the amount agreed upon by Health District and OSPI for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by OSPI, and (d) the protection and preservation of the property, unless the termination is for cause, in which case OSPI shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Agreement. OSPI may withhold from any amounts due to Health District such sum as OSPI determines to be necessary to protect OSPI against potential loss or liability.

The rights and remedies of OSPI provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by OSPI, Health District shall:

- a. Stop work under this Agreement on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- c. Assign to OSPI, in the manner, at the times, and to the extent directed by OSPI, all rights, title, and interest of Health District under the orders and subcontracts in which case OSPI has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of OSPI to the extent OSPI may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to OSPI and deliver, in the manner, at the times and to the extent as directed by OSPI, any property which, if the Agreement had been completed, would have been required to be furnished to OSPI;

- f. Complete performance of such part of the work not terminated by OSPI; and
- g. Take such action as may be necessary, or as OSPI may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of Health District and in which OSPI has or may acquire an interest.

**WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

Walla Walla County Department of  
Community Health

Superintendent of Public Instruction  
State of Washington

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Kyla L. Moore, Assistant Contracts Administrator

\_\_\_\_\_  
Print Name Date

\_\_\_\_\_  
Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement

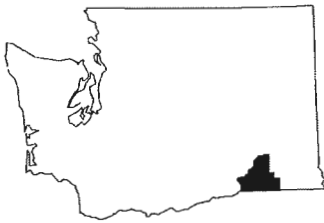
Approved as to FORM ONLY  
by the Assistant Attorney General

**10:00**

**COMMUNITY DEVELOPMENT DEPARTMENT**

**Tom Glover**

- a) Department update and miscellaneous**



# WALLA WALLA COUNTY

Community Development Department

310 W. Poplar, Suite 200 • Walla Walla, WA 99362-2865

To: Board of County Commissioners  
From: Tom Glover, Community Development Director  
Date: June 5, 2017

## **Voluntary Stewardship Program – VSP:**

- Work continues with this project, with monthly meetings of the workgroup. The County Conservation District leads the meetings, in coordination with the consultant team from Anderson Perry & Associates. Two of the more difficult components of the plan will be to develop an effective and accurate monitoring program of agricultural viability (plan seeks to enhance it), and identify incentives for reluctant participants.
- The initial grant award to the County was for \$270,000 but the contract is only for \$135,000. We have agreed with the State that we'll return the remaining/unused portion, which we anticipate will be \$135,000 (half the grant award). To date, the sub-consultant, Anderson-Perry, has only billed for \$106,016 with \$163,984 remaining. That is only 39% of the grant award used, and we're nearing completion of the project.
- Received notice that Skagit County and Grant County have now submitted their plans to the state for official review. We've been reviewing them, see how they approached this requirement. Those two plans are in addition to Chelan County and Thurston County that submitted plans about six months ago.
- Anticipated completion date: June 30, 2017 unless there is a need to extend the deadline (locally), and if there is funding available from the 2018 state budget (begins July 1<sup>st</sup>).

## **2017 Amendment Cycle: Workshop with the Planning Commission at June meeting.**

- **CPA17-001/REZ17-001 –Cavalli**  
Site-specific application by Roberta Cavalli to change the *land use designation* from Agriculture Residential to Rural Residential 5, and *rezone* an 18.27-acre parcel at the intersection of Wallula Avenue and McKinney Road from AR-10 to RR-5 (10-acre minimum lot size to five-acre min. lot size).
- **ZCA17-002 – Brent Knowles**  
Application by Brent Knowles to amend WWCC Chapter 17.31, Development Standards – Cluster Developments on Resource Lands. The amendments would increase the allowed average lot size for residential lots in a cluster subdivision; increase the maximum allowed lot size of cluster lots; allow the creation of 20-acre lots in the AR-10 zone; and revise the code as it pertains to density transfers.



**Wallula Gap Business Park, Industrial Wastewater Assessment and Environmental Assessment:**

- Partners: Walla Walla County, Port of Walla Walla, Washington State Department of Commerce, with Anderson-Perry consulting engineers.
- Purpose: examines wastewater collection, treatment, and disposal alternatives and identifies the corresponding environmental permitting necessary to facilitate future business development at the Port of Walla Walla's Wallula Gap Business Park in western Walla Walla County.
- The grant reimbursement request for first two tasks in the contract, totaling \$10,000 has been completed, and returned to the Dept. of Commerce for processing. The total grant award from the State Department of Commerce is \$100,000. There are seven tasks identified in the contract, and Task 3, a milestone, 30% draft analysis (report), is nearing completion. Awaiting the cultural resources report, and the wetland determination. Billing to date for task 3 is \$15,840.

**2018 County Comprehensive Plan Update:**

Lauren and I have begun our review of the goals and policies of our existing comprehensive plan, looking for redundancies, identifying obsolete policies, making suggestions for repositioning of some policies where they make a better fit with goals. We began with a review of the specific goals and policies we use most often, those concerning land use. So, that would be Chapter 5, Land Use, and Chapter 6, Rural and Resource Lands.

We have also begun outreach to our cities and communities within the county, beginning with the City of College Place (City Administrator Rizzitiello and Planning Director Rickard). The purpose is to gain their perspective on the update process, particularly regarding the upcoming urban growth area analysis. We've also met with the City's planning consultant, Greg Dohrn, who is providing the consistency analysis of their comp. plan (Bill Stalzer is performing that task for us). Will continue next with the City of Walla Walla, and eventually the cities of Waitsburg and Prescott, and the Burbank community.

The County Public Works Dept. has retained the services of an independent local consultant, Joy Bader, to assist with the review and update of the Transportation chapter of the comp. plan. Last week Lauren and I met with Joy, and with Andrea Weckmueller-Behringer, Director of the MPO, to discuss the update process, and understand roles/expectations.

**Revenue & Permit Stats, First Quarter 2017:**

w/Comparison to previous years, same time period (Jan 1 – Mar 31).

Fees collected for planning applications/land use decisions, building permits, residential burn permits, and the *technology services fee* (new for 2017):

<u>Year</u>	<u>Revenue</u>	<u>Land Use Projects</u>	<u>Bldg Permits/SFR</u>	<u>Burn Permits</u>
• 2017:	\$131,763	35	89/11	194
• 2016:	\$109,476	27	101/11	307
• 2015:	\$145,148	23	126/21	320
• 2014:	\$130,324	20	95/16	264

**Upcoming meetings:**

- WSDOT Corridor Study: May 31<sup>st</sup>, at 8:30 a.m.
- Affordable Housing: May 31<sup>st</sup>, at Noon
- VSP Advisory Committee: June 6<sup>th</sup>, at 1:00 p.m.
- Planning Commission: June 7<sup>th</sup>, at 7:00 p.m.
- Hearing Examiner: June 12<sup>th</sup>, at 9:30 a.m.
- Community Council: June 14<sup>th</sup>, at Noon

**Blue Mountain Region Trails – Ridges, Towns, and Rivers Plan:**

Last meeting of the work group was held on May 10<sup>th</sup>. Purpose was to re-cap the last round of public workshops: 4 locations, 172 attendees, 162 participants in the prioritization process. Now in the next phase of the project which, among other items, is to meet one-on-one with each participating jurisdiction to review the prioritization recommendations, and discuss planning and engineering issues, concerns, recommendations. I attended the first of two meetings the Workgroup coordinators held with County Public Works. No additional public meetings or workshops are anticipated until such time as the plan has been assembled and ready for presentation to the public ...some time in late fall.

Update: The National Park Service has inquired if our group would like to extend the grant another year. Consensus from the group is yes. This may require a new letter from each of the supporting agencies, and if that is the case I will forward one to you along with a request for approval.

**New Office Hours:**

Old hours: Mon. – Fri., 8:00 a.m. to 5:00 p.m., closed noon to 1:00 p.m., and closed on Wednesdays from 3:00 to 4:00 for staff meetings. Cannot take payments after 4:00 p.m. Building Inspectors: 7:00 a.m. to 4:00 p.m.

New hours: Customer hours: Mon. – Fri., 8:00 a.m. to 4:00 p.m., open during lunch hour, and closed on Wednesdays from 3:30 to 4:00 for staff meetings. Cannot take payments after 4:00 p.m. Building Inspectors: 7:00 a.m. to 4:00 p.m. All other staff 8:00 a.m. to 5:00 p.m.

**One last thing ...**

...about that Peddlers and Hawkers ordinance we passed last year (Ordinance 442):

- Update: Since this was adopted we've had only one inquiry to date, which occurred not long after we adopted it. We sent that person a copy of the ordinance (we didn't have the app. form done yet), but never heard from them again. To date, we've not received any complaints from anyone regarding peddlers and hawkers. Likely, most of that activity is occurring within our cities, and not in unincorporated areas of Walla Walla County. Still, it's good to know we have this in place for when we'll need it. Just FYI.

**a) Action Agenda Items:**

- 1) Proposal 2017 06-05 Fair-1  
Approval to execute contracts associated with the 2017 Walla Walla Fair and Frontier Days
- 2) Proposal 2017 06-05 Fair-2  
Signature authorization for Walla Walla County Fairgrounds Manager to execute contracts related to the rental of county owned fairgrounds property

**b) Department update and miscellaneous**



# MEMO

Date: 6-1-17

Proposal ID. 2017 06-05 Fair-1

To: BOCC

From: Bill Ogg, Fairgrounds Manager

Intent – Signature authority for 2017 Fair Contracts

Topic –Approval of various contracts for the 2017 Fair

## Summary

Following is a listing of various contracts that will need to be executed for the 2017 Fair.

Fire and Medical Services	Pavilion (labor and equipment)	Night cleaning crew	Rodeo (labor, stock and equipment)
All 4-H, FFA and Open class exhibit and livestock judges	Parade (labor and equipment)	Demolition Derby (labor and equipment)	Concert (labor and equipment)
Parade (labor and equipment)	Carnival	Grounds Entertainment (labor and equipment)	Grounds (labor and equipment)
Parking Contracts	Outside Security	Beverage Contracts	

## Cost

All contracts negotiated to stay within Fair budget.

## Funding

In Fair budget

## Alternatives Considered

N/A

**Acquisition Method**

N/A

**Security**

N/A

**Access**

**Risk**

**Benefits**

**Conclusion/Recommendation**

Recommend that the BOCC authorize Bill Ogg, Fairgrounds Manager, to sign contracts referenced above for 2017 Fair after they are reviewed and approved by the Risk Manager and the Prosecuting Attorney.

---

Submitted By

Disposition

Bill Ogg, 6/1/17 County Fairgrounds

Approved

Name      Department      Date

Approved with modifications

Needs follow up information

Signature

Denied

---

BOCC Chairman

Date

Additional Requirements to Proposal

Modification

Follow Up

---

---

---

---

---

---



# MEMO

Date: 6-1-17

Proposal ID. 2017 06-05 Fair-2

To: BOCC

From: Bill Ogg, Fairgrounds Manager

Intent – Signature Authorization for Walla Walla County Fairgrounds Rental Agreements

Topic –Fairgrounds Manager executing rental agreements for county owned Fairgrounds Property

## **Summary**

The Fairgrounds Manager, Bill Ogg, needs to execute rental agreements for Walla Walla County owned Fairgrounds property and he needs written authorization to do so. For record keeping purposes, this Proposal gives Bill Ogg, Fairgrounds Manager, authority to execute rental agreements for the Walla Walla County owned Fairgrounds property located in the general area of 9<sup>th</sup> and Orchard Streets, Walla Walla, WA.

## **Cost**

Revenue only

## **Funding**

N/A

## **Alternatives Considered**

N/A

## **Acquisition Method**

N/A

## **Security**

N/A

## **Access**

## **Risk**

## **Benefits**

**Conclusion/Recommendation**

Recommend giving authority to Bill Ogg, Fairgrounds Manager to execute rental agreements for use of the Walla Walla County owned Fairgrounds property.

---

Submitted By

Disposition

Bill Ogg, 6-1-17 County Fairgrounds

---

Approved

Name      Department      Date

---

Approved with modifications

Needs follow up information

Signature

---

Denied

---

BOCC Chairman

Date

---

Additional Requirements to Proposal

Modification

Follow Up

---

---

---

---

---

---

Walla Walla Fair and Frontier Days  
August 29 thru September 3, 2017

"Honor the Past—Look to the Future"

Bill Ogg, CFE  
General Manager



Walla Walla County Board of Commissioners  
Department Head Update  
June 5, 2017

The first six weeks:

- A. Meeting the community.
  - 1. The Fair Board.
  - 2. The Staff.
  - 3. The Foundation.
  - 4. The physical plant.
  - 5. The Volunteers.
  
- B. Learning the operation:
  - 1. County Procedures.
  - 2. Financial/ Budget.
  - 3. Events management
  
- C. IAFE Spring Managers Conference.

The next eighty four days:

- A. Fair details!
  - 1. Support Staff.
  - 2. Entries.
  - 3. Entertainment.
  - 4. Special Events.
  - 5. Contracts
- B. Sponsorships!
- C. Constituents.
- D. 2018 Planning
  - 1. Budget



a) **Public Hearing:**

- 1) To consider franchise application of Alex Hendler and Dorothy Copeland dba Cottonwood Canyon Farms, LLC

b) **Action Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Application of Alex Hendler and Dorothy Copeland dba Cottonwood Canyon Farms, LLC for a franchise to construct, operate, and maintain a utility system within the county road right of way, in Walla Walla County, Washington

c) **Consent Agenda Items:**

- 1) Resolution \_\_\_\_\_ - Use of County roads for the Race for Grace 5K Run/Walk Event

d) Department update and miscellaneous

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

IN THE MATTER OF THE APPLICATION OF ALEX HENDLER AND DOROTHY COPELAND dba COTTONWOOD CANYON FARMS, LLC FOR A FRANCHISE TO CONSTRUCT, OPERATE, AND MAINTAIN A UTILITY SYSTEM WITHIN THE COUNTY ROAD RIGHT OF WAY, IN WALLA WALLA COUNTY, WASHINGTON



RESOLUTION NO.

**WHEREAS**, Alex Hendler and Dorothy Copeland dba Cottonwood Canyon Farms, LLC requested a franchise to construct, operate, and maintain a utility system within the public right of way; and

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

**WHEREAS**, June 5, 2017, was the date set for holding a public hearing to consider said application; and

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

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

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners, that Franchise No. 437 be granted to Alex Hendler and Dorothy Copeland dba Cottonwood Canyon Farms, LLC.

*Passed this 5<sup>th</sup> day of June, 2017 by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

Attest:

\_\_\_\_\_  
Connie R. Vinti, Clerk of the Board

\_\_\_\_\_  
James L. Duncan, Chairman, District 3

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

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

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

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

IN THE MATTER OF USE OF COUNTY  
ROADS FOR THE WAITSBURG  
CHRISTIAN CHURCH "RACE FOR  
GRACE" 5K RUN/WALK EVENT

}

RESOLUTION NO.

**WHEREAS**, the Waitsburg Christian Church is organizing a 5K run/walk event, the "Race for Grace", as a fundraiser to benefit the Embracing Orphans Mission Trip; and

**WHEREAS**, said event will be held on Sunday, July 30, 2017, between the hours of 7:00 am and 10:00 am; and,

**WHEREAS**, the event organizers have agreed to notify emergency services prior to the event for the necessary safety and emergency services information; and

**WHEREAS**, the event organizers shall provide traffic control, signage and flaggers in accordance with the approved Special Event Permit; and

**WHEREAS**, the event organizers have provided a certificate of insurance naming Walla Walla County as additional insured and have agreed to include Walla Walla County in their registration/release waiver; and,

**WHEREAS**, the event organizers shall provide a news release to the local newspapers announcing the event date; now therefore,

**BE IT HEREBY RESOLVED**, by this Board of Walla Walla County Commissioners, that permission be granted to the Waitsburg Christian Church to use Wilson Hollow Road on Sunday, July 30, 2017.

*Passed this 5<sup>th</sup> day of **June, 2017** by Board members as follows:      Present or      Participating via other means, and by the following vote:      Aye      Nay      Abstained      Absent.*

**Attest:**

\_\_\_\_\_  
Connie R. Vinti, Clerk of the Board

\_\_\_\_\_  
James L. Duncan, Chairman, District 3

\_\_\_\_\_  
James K. Johnson, Commissioner, District 1

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

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

**Walla Walla County Public Works  
PO Box 813  
Walla Walla, WA 99362**



To: Board of County Commissioners

From: Randy Glaeser, Public Works Director

Date: 31 May 2017

Re: Director's Report for the Week of 29 May 2017

**Board Action: 6 June 2017**

**Hearings:**

**In the Matter of the Application of Alex Hendler and Dorothy Copeland DBA Cottonwood Canyon Farms LLC for a Franchise to Construct, Operate and Maintain a Utility within the County Road Right of Way Resolutions:**

**In the Matter of Adopting the Application of Alex Hendler and Dorothy Copeland DBA Cottonwood Canyon Farms LLC for a Franchise to Construct, Operate and Maintain a Utility within the County Road Right of Way**

**In the Matter of Use of County Roads for the Race for Grace 5K Run/Walk Event**

**ENGINEERING:**

- Mill Creek FH: Hoping to advertise in late June.
- Blue Creek Bridge: Working on specifications.
- Pflugrad Bridge: Working on environmental permits.
- Second Avenue (Burbank): Compacted concrete pavement test section completed 31 May with main line scheduled for 1 June.
- Mill Creek Road MP 1.1 to MP 3.96: Acquisition will begin when time allows.
- Mud Creek: Researching the possibility of moving the road north east to avoid Mud Creek. This would require WSDOT approval as the intersection with SR12 would change
- Miscellaneous: Safety grant submitted for Middle Waitsburg Road MP 6.1 to MP 7.92 and Wallula/Gose/College Avenue roundabout.

**MAINTENANCE/FLEET MANAGEMENT:**

- Crews focusing on chip seal operations. About 35% complete.

**ADMINISTRATION:**

- Working on 2018 budget.
- Reviewing applications for Accounting Tech position.

10:45

**PROSECUTING ATTORNEY**

**Jim Nagle/Jesse Nolte**

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

11:00

**HUMAN RESOURCES/RISK MANAGER**

**Shelly Peters**

- a) Department update and miscellaneous
- b) **Active Agenda Items:**
  - 1) Possible discussion/decision re: any pending claims against the County
- c) **Action Agenda Items:**
  - 1) New position approval form -  
Marijuana/Tobacco Prevention  
Coordinator for the Department  
of Community Health
- d) Possible executive session re: personnel  
(pursuant to RCW 42.30.110(g)),  
collective bargaining negotiations  
(pursuant to RCW 42.30.140(4)(b)),  
and/or litigation or pending or potential  
litigation (pursuant to RCW 42.30.110(i))

**11:15 COUNTY COMMISSIONERS**

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

**12:00 RECESS**

**1:30 COUNTY COMMISSIONERS**

- a) Workshop re reclassification study (continued from May 1, 2017)
- b) Miscellaneous or unfinished business to come before the Board

**- A D J O U R N -**

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

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