

Tuesday, January 17, 2023
College Place Planning Commission- (Hybrid: In-Person & Electronic)

7:00 P.M.

412th Regular Planning Commission Meeting

College Place Fire Department

629 S College Avenue

College Place WA 99324

Meeting may be viewed at: Live Stream on City of College Place, Washington YouTube at https://www.youtube.com/channel/UCbx3qrqzLDL_05NusReSI-g/featured

Zoom Attendee Link: <https://us06web.zoom.us/j/83562688770>

Or you may call this number to listen: 1-669-900-9128 ID# 835 6268 8770 Phone controls: *6 - toggle mute/un-mute and *9 - raise hand

1. OPENING ITEMS

Subject :	1.01 Call To Order
Meeting :	Jan 17, 2023 - College Place Planning Commission- (Hybrid: In-Person & Electronic)
Category :	1. OPENING ITEMS
Access :	Public
Type :	Procedural
Subject :	1.02 Roll Call
Meeting :	Jan 17, 2023 - College Place Planning Commission- (Hybrid: In-Person & Electronic)
Category :	1. OPENING ITEMS
Access :	Public
Type :	Information, Procedural

Public Content

Position 1 - Wrandoll Brenes-Morua- term exp. 12-31-2023

Position 2 - Ruben Alvarado - term exp. 12-31-2025

Position 3 - Ben Dawson - term exp. 12-31-2024

Position 4 - Brandon Aberle - term exp. 12-31-2024

Position 5 -VACANT

Position 6 - Leroy Waggoner - term exp. 12-31-2024

Position 7 - Todd A. Reiswig -term exp. 12-31-2023 - Vice Chair

Staff

Jon Rickard - Community Development Director

Kristi Scherger - Community Development Administrative Assistant

Sherri St. Clair - City Clerk

Athen Reed - Deputy City Clerk

Planning Consultant
Gregg Dohrn - G.R. Dohrn & Associates

Subject :	1.03 Public Comment
Meeting :	Jan 17, 2023 - College Place Planning Commission- (Hybrid: In-Person & Electronic)
Category :	1. OPENING ITEMS
Access :	Public
Type :	Information

Public Content

Planning Commission meetings are primarily structured to permit Commission members to make recommendations to the City Council regarding decisions necessary to govern the City.

Public Comment is the time set aside for Citizens to address the Planning Commission regarding items of concern/interest either not appearing on this agenda, or on the consent agenda. *If you wish to speak on any such item, this is the time to come forward when the Chair asks for public comments.*

COVID-19 Virtual Meeting Protocol for Public Comment:

When submitting public comments, include the following regardless of the manner you are using: - Note that there are deadlines for each method of commenting.

- Your Name
- Your Address

Public comments may be provided in writing (If typewritten, no less than 11 pt font). Submit to Clerk@cpwa.us no later than 4:30 PM on the meeting date to be included in the record.

Public Comments in person may be made by telephone or virtually during the meeting:

- Telephone comment - Call 1-669-900-9128, entering the meeting ID (provided at beginning of agenda) and raising your hand (*9 to raise hand, *6 to mute/un-mute) when comments are requested.
- Virtual comment - Join using the Zoom Attendee link (provided at beginning of agenda) and raise your hand when comments are requested.

Once recognized, you will have five minutes to speak on any subject that is under the control of the Commission.

2. CONSENT AGENDA

Subject :	2.01 Approve Agenda for January 17, 2023
Meeting :	Jan 17, 2023 - College Place Planning Commission- (Hybrid: In-Person & Electronic)
Category :	2. CONSENT AGENDA
Access :	Public

Type :

Action (Consent)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Subject :

2.02 Approve Minutes from September 20, 2022

Meeting :

Jan 17, 2023 - College Place Planning Commission- (Hybrid: In-Person & Electronic)

Category :

2. CONSENT AGENDA

Access :

Public

Type :

Action (Consent)

File Attachments

[PC MINUTES SEPT 20 22.pdf \(934 KB\)](#)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Subject :

2.03 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Planning Commission by a single motion. Most of the items listed under the consent agenda have gone through previous review either at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Planning Commission and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Planning Commission member.

Meeting :

Jan 17, 2023 - College Place Planning Commission- (Hybrid: In-Person & Electronic)

Category :

2. CONSENT AGENDA

Access :

Public

Type :

Action (Consent)

Recommended Action :

Motion to approve consent agenda items 2.01 through 2.03

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

3. REGULAR AGENDA

Subject :	3.01 Election of Officers for 2023
Meeting :	Jan 17, 2023 - College Place Planning Commission- (Hybrid: In-Person & Electronic)
Category :	3. REGULAR AGENDA
Access :	Public
Type :	Action
Recommended Action :	Nomination of Chair & Election. Nomination of Vice Chair & Election.

Public Content

Election of Officers are to be held in January of each year. Presiding officers may be nominated again. The effective date of newly elected Officers begins immediately if the candidate is present and does not decline.

The Chair position was vacated when Brian Roth accepted a teaching position at Embry Riddle Aeronautical University in Arizona.

Our current Vice Chair is Todd Reiswig.

Subject :	3.02 Professional Planning Services Contract Review
Meeting :	Jan 17, 2023 - College Place Planning Commission- (Hybrid: In-Person & Electronic)
Category :	3. REGULAR AGENDA
Access :	Public
Type :	Action
Preferred Date :	Jan 17, 2023
Absolute Date :	Jan 17, 2023
Recommended Action :	Motion to recommend the City Council Approve the Professional Planning Services Contract with G.R. Dohrn and Associates, Amendment #3.

Public Content

The City has been utilizing Gregg Dohrn of G.R. Dohrn and Associates for professional planning services since 2017. Contract Amendment No. 3 includes assistance with the following:

- Monitoring and evaluating the implementation of the Unified Development Code, and the preparation of potential amendments to further update the document.
- Prepare for City review and public comment, potential amendments to the City Comprehensive Plan.
 - Consultation with affected property owners and the preparation of draft revisions to the Future Land Use Map potentially including revisions to the Urban Growth Area boundaries and/or the future land use designations for the Martin Airfield and nearby properties.
 - Revisions to the Goals and Policies relating to land use designations.
 - Research and preparation of a draft interlocal agreement and/or regulations necessary for the application of City development standards in the College Place Urban Growth Area.
- Research and prepare draft amendments to the County-wide Planning Policies and provide staff support for a collaborative, multi-jurisdictional process to amend the County-wide Planning Policies. This may include, but is not limited to potential amendments to the:
 - Methodology for allocating forecasted growth.
 - Methodology for determining vacant and underdeveloped land and market adjustments.
 - Process and timing for evaluating potential urban growth area boundary adjustments.
 - Goals and policies governing proposed amendments to urban growth area boundaries.
 - County practices for assigning zoning to properties in urban growth areas; and
 - Goals and policies that may impact the affordability of housing.
- Supplemental Planning Services
- Project Management
- On-Call Planning Services

File Attachments

[Draft Contract Amendment 3 Memo 01-12-23.pdf \(85 KB\)](#)

[Draft Amendment 3 Scope of Services 01-12-23.pdf \(158 KB\)](#)

Subject :	3.03 2023 Planning Goals and Objectives
Meeting :	Jan 17, 2023 - College Place Planning Commission- (Hybrid: In-Person & Electronic)
Category :	3. REGULAR AGENDA
Access :	Public
Type :	Discussion

Public Content

- Monitoring and evaluating the implementation of the Unified Development Code, and the preparation of potential amendments to further update the document.
- Consultation with affected property owners and the preparation of draft revisions to the Future Land Use Map potentially including revisions to the Urban Growth Area boundaries and/or the future land use designations for the Martin Airfield and nearby properties.
- Revisions to the Goals and Policies relating to land use designations.

- Review and monitor the update of the County-wide Planning Policies. This may include, but is not limited to potential amendments to the:
 - Methodology for allocating forecasted growth.
 - Methodology for determining vacant and underdeveloped land and market adjustments.
 - Process and timing for evaluating potential urban growth area boundary adjustments.
 - Goals and policies governing proposed amendments to urban growth area boundaries.
 - County practices for assigning zoning to properties in urban growth areas; and
 - Goals and policies that may impact the affordability of housing.

File Attachments

[Draft Interlocal Agreement CPP Ip2 jn tracked 2022-11-18.pdf \(141 KB\)](#)

4. REPORTS

5. OTHER BUSINESS

6. CLOSING ITEMS

Subject :	6.01 Conclude - Next regularly scheduled meeting is February 21, 2023
Meeting :	Jan 17, 2023 - College Place Planning Commission- (Hybrid: In-Person & Electronic)
Category :	6. CLOSING ITEMS
Access :	Public
Type :	Procedural

College Place Planning Commission- Hybrid (In-Person & Electronic) (Tuesday, September 20, 2022)

Generated by Kristi Scherger on Tuesday, September 20, 2022

1. OPENING ITEMS

Procedural: 1.01 Call To Order

Vice Commissioner Reiswig called the meeting to order at 7:09 PM.

Information, Procedural: 1.02 Roll Call

PRESENT:	Commission Members	Ben Dawson Ruben Avarado Wrandoll Brenes-Morua LeRoy Waggoner Todd A. Reiswig - Vice Chair
ABSENT:		Dennis Olson
	Staff	Jon Rickard - Community Development Director Kristi Scherger - Community Development Administrative Assistant Sherri St. Clair - City Clerk
	Guest Speaker	Gregg Dohrn - G.R. Dohrn Associates Planning Consultant

Information: 1.03 Public Comment

2. CONSENT AGENDA

Action (Consent): 2.01 Approve Agenda for September 20, 2022

Action (Consent): 2.02 Approve Minutes from May 17, 2022

Action (Consent): 2.03 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Planning Commission by a single motion. Most of the items listed under the consent agenda have gone through previous review either at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Planning Commission and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Planning Commission member.

Recommended Action: Motion to approve consent agenda items 2.01 through 2.03

Commissioner Brenes-Morua made a motion to approve the consent agenda items 2.01 through 2.03. Second by Commissioner Waggoner and the motion passed 5-0.

3. REGULAR AGENDA

Discussion, Information: 3.01 2022 Annual Unified Development Code Update

Guest speaker Greg Dohrn presented an overview of the Annual Unified Development Code Updates with discussion.

3.02 Public Hearing Comment

Commissioner Reiswig called the Public Hearing at 7:40 PM. No written comments were sent in and no one in attendance to testify on the 2022 Annual Unified Development Code Update.

No written comments received and no one in attendance to testify.

Commissioner Alvarado made a motion to close the Public Hearing. Second by Commissioner Brenes-Morua and the motion passed 5-0.

Commissioner Reiswig ended the Public Hearing at 7:41PM.

Action: 3.03 2022 Annual Unified Development Code Update

Recommended Action: Motion to recommend the City Council approve the proposed amendments as shown in Exhibit A - Potential Amendments to the Unified Development Code. Motion to recommend the City Council approve technical map amendments to the Official Zoning Map.

Commissioner Brenes-Morua made a motion to recommend to City Council to approve technical map amendments to the Official Zoning Map approve the consent agenda items 2.01 through 2.03. Second by Commissioner Waggoner and the motion passed 5-0.

Commissioner Brenes-Morua made a motion to recommend to City Council to approve the proposed amendments as shown in Exhibit A - Potential Amendments to the Unified Development Code. Second by Commissioner Dawson and the motion passed 5-0.

4. REPORTS

None.

5. OTHER BUSINESS

None.

6. CLOSING ITEMS

Action, Procedural: 6.01 Next regularly meeting is January 17, 2023

Recommended Action: Motion to cancel the October, November, and December Planning Commission Meetings.

Commissioner Alvarado motioned to cancel the October, November, and December Planning Commission Meetings. Seconded by Commissioner Waggoner and the motion passed 5-0.

Discussion, Information: 6.02 Good of the Order

None.

Action: 6.03 Conclude

Recommended Action: Motion to conclude the meeting.

Commissioner Dawson motioned to conclude the meeting. Seconded by Commissioner Waggoner and the motion passed 5-0.

Commissioner Reiswig concluded the meeting at 8:00 PM.

Approved:

Todd Reiswig
Vice Chairman
Attest:

Jon Rickard
Community Development
Director

The foregoing minutes are the official record of the Planning Commission meeting that occurred September 20, 2022. Further detail may be obtained by reviewing the actual audio recording made during this session.

DRAFT

G. R. Dohrn and Associates

Memorandum

Date: January 12, 2023

To: Jon Rickard

With a Copy To: College Place Planning Commission

From: Gregg Dohrn

Subject: Draft Contract Amendments

The representatives of the cities of College Place, Walla Walla, and Waitsburg and Walla Walla County have been discussing an interlocal agreement that would establish a process to review and update the County-wide Planning Policies in advance of the June 2026 deadline to complete the state mandated review of Comprehensive Plans and Development Regulations. A review and update of the County-wide Planning Policies is certainly needed and if completed in a timely manner can greatly facilitate the required review of the City's Comprehensive Plan, especially the Urban Growth Area boundaries. A recent draft of this interlocal agreement, which is still under review, is attached.

As you requested, I have prepared some minor amendments to my contract so that I may provide professional planning services to the City in support of this review and update of the County-wide planning policies. In addition, as we discussed, I have added provisions regarding potential interim revisions to the City's Comprehensive Plan and should the need arise, to provide technical assistance and support to the City on larger scale and more complex development proposals.

I look forward to discussing these amendments and the associated activities with the Planning Commission next week, and in the interim please do not hesitate to let me know if you have any questions or comments.

Exhibit A
City of College Place, Washington
Professional Planning Services Contract with G. R. Dohrn and Associates
Potential Scope of Services Amendments
Revised August 22, 2018 (Amendment #1)
Revised October 16, 2019 (Amendment #2)
Draft Revisions January 12, 2023 (Amendment #3)

G. R. Dohrn and Associates (GRDA or Consultant), at the request of the City of College Place (City), and under the direction of the City Administrator and the Director of Community Development Planner, shall provide the following professional planning services in support of updating and implementing the City's Comprehensive Plan and Development Regulations in accordance with the provisions of the Washington State Growth Management Act.

REVISED SCOPE OF SERVICES

Task 1 Preliminary Review and Evaluation. (Completed)

Task 2 Comprehensive Plan Update. (Completed)

Task 3 Development Regulations Update. (Completed)

Task 4 Comprehensive Plan/Unified Development Code Implementation

4.1 County Comprehensive Plan Amendments. (Completed)

4.2 County Comprehensive Plan Appeal. (Completed)

4.3 Unified Development Code Implementation Support.

As requested by the City, GRDA may provide technical assistance and support necessary to implement the updated Unified Development Code. This may include, but is not limited to:

- a. Monitoring and evaluating the implementation of the Unified Development Code, and the preparation of potential amendments to further update the document.

4.4 City Comprehensive Plan Amendments.

As requested by the City, the Consultant may prepare for City review and public comment, potential amendments to the City Comprehensive Plan. This may also include, but is not limited to:

- a. Consultation with affected property owners and the preparation of draft revisions to the Future Land Use Map potentially including revisions to the Urban Growth Area boundaries and/or the future land use designations for the Martin Airfield and nearby properties.
- b. Revisions to the Goals and Policies relating to land use designations.
- c. Research and preparation of a draft interlocal agreement and/or regulations necessary for the application of City development standards in the College Place Urban Growth Area.

4.5 Revised County-Wide Planning Policies.

As requested by the City, the Consultant may research and prepare draft amendments to the County-wide Planning Policies and provide staff support for a collaborative, multi-jurisdictional process to amend the County-wide Planning Policies. This may include, but is not limited to potential amendments to the:

- a. Methodology for allocating forecasted growth.
- b. Methodology for determining vacant and underdeveloped land and market adjustments.
- c. Process and timing for evaluating potential urban growth area boundary adjustments.
- d. Goals and policies governing proposed amendments to urban growth area boundaries.
- e. County practices for assigning zoning to properties in urban growth areas; and
- f. Goals and policies that may impact the affordability of housing.

4.6 Supplemental Planning Services.

GRDA shall provide such additional professional planning services as may be requested by the City in support of this task on a time and materials basis.

4.7 Project Management.

Task 5 On-Call Planning Services.

The Consultant may, at the request of the City and subject to the availability of funds, provide on a time and materials basis, such additional professional planning services as may be required by the City. This may include the preparation of a supplemental task

order and/or contact amendment, and the establishment of a Scope of Services and Budget specific to the request. On-call services may include, but is not limited to:

5.1 Development Review Support.

As requested by the City, the Consultant may provide technical assistance on large scale and/or complex development proposals, including but not limited to:

- a. Pre-application consultation with Project Sponsors.
- b. Consultation with stakeholders and neighboring property owners.
- c. Review of application materials.
- d. Research and preparation of draft development agreements.

REVISED PROJECT BUDGET

G. R. Dohrn and Associates shall be reimbursed for time and materials for requested services, subject to the following conditions:

- 1. Invoices shall be submitted by G. R. Dohrn and Associates on a regular basis in a mutually agreed upon format.
 - a. Invoices shall highlight the services provided during the billing period, progress to date, planned activities, and emergent management issues.
 - b. All invoices shall be based on the 2023 GRDA rate schedule.
- 2. G. R. Dohrn may involve sub-consultants or associates subject to approval by the City.
- 3. G. R. Dohrn and Associates shall be responsible for local travel related expenses associated with the performance of this Scope of Services and shall not invoice the City for any local travel related expenses.
- 4. The City will handle all meeting logistics, public notices, printing, and publication expenses.
- 5. The Project Budget shall be amended as follows:
 - a. **\$ x shall** be added to the Project Budget for ongoing Task 4 services requested by the City.

- b. **\$y shall** be added to the Project Budget for Task 5 services requested by the City provided that these services may be subject to a cost recovery agreement between the City and Project Sponsors.

INTERGOVERNMENTAL AGREEMENT FOR COOPERATIVE
COUNTY-WIDE 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.

2.12 The parties ~~are to coordinate on adoption~~ wish to ~~of~~ 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.”

2.2 The parties have determined that ~~the countywide planning policies, originally adopted in 1993, are outdated, and the citizens of each jurisdiction~~ would benefit from a cooperative and collaborative review of the current countywide planning policies. If necessary, the countywide planning policies should be updated ~~process~~ prior to each jurisdiction ~~reviewing conducting a periodic review of~~ their comprehensive plans and development regulations which must be done by June 30, ~~2026~~2026, pursuant to RCW 36.70A.040. Additionally, the parties wish to review and, if necessary, 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 and 2029 per Walla Walla County Code (WWCC) 14.10.015(E-G). ~~The parties therefore find that a cooperative and collaborative planning effort is required pursuant to RCW 36.70A.210, will avoid unnecessary duplication of work and provide regulatory uniformity.~~

2.3 This Agreement sets forth mutually agreed-upon goals, an administrative structure with identified tasks and responsibilities necessary for ~~cooperative update~~collaborative review to ~~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 ~~provision~~provision for additional funding that may be required.

2.4 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 on December 31, 2023. The term of this Agreement may be extended for one additional year until December 31, 2024, by mutual agreement of all parties, if necessary to complete work under 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 chairman 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 that meet(s) the requirements of Chapter 36.70A.210 RCW and WAC 365-196-305.

~~4.23~~ It is a goal of the parties to conduct a gap analysis to ensure consistency between the countywide planning policies and other planning efforts, guidance and laws including but not limited to Chapter 36.70A, the Walla Walla Regional Housing Action Plan (HAP), July and 2021, and the Walla Walla Metropolitan Planning Organization 2045 Plan.

~~4.23 It is a goal of the parties to negotiate and agree upon an approach to population, housing, and employment projections and allocations for unincorporated Walla Walla County and cities and their urban growth areas.~~

~~4.54 It is a goal of the parties to come to a consensus on an approach to conduct land capacity analyses within the county for residential, commercial, industrial, and public use lands.~~

~~4.3 It is a goal of the parties to conduct a gap analysis to ensure consistency between the countywide planning policies and including but not limited to Chapter 36.70A and Walla Walla Metropolitan Planning Organization 2045 Plan.~~

~~4.45 It is a goal of the parties to consider developing policy set the framework to address agricultural lands of long term significance that are immediately adjacent to the cities' urban growth areas for long term future growth.~~

~~4.5 It is a goal of the parties to come to a consensus on an approach to conduct land capacity analyses within the county for residential, commercial, industrial, and public use lands.~~

4.36 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.

~~4.7 It is a goal of the parties to develop considering developing interjurisdictional agreements under 35A.14 RCW for annexation and revenue sharing and coordinated development standards.~~

4.48 It is a goal of the parties to develop a framework for reviewing and amending adopting amended 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.

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 update-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 adopt-propose updated countywide planning policies. The Department shall consider the advice of the joint-advisory-board-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 rest 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 \$~~XXXX~~ 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(s) the requirements of Chapter 36.70A RCW.

5.1.3 Billing method and process

Invoices shall be sent to cities of Walla Walla and College Place ~~on a monthly basis~~ 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, ~~and processing of~~ 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 two 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 ~~three~~ six of the ~~five~~ ten members of the project management team ~~except as provided in 5.1.1.~~

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 a project charter and 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 may 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.

~~— Develop new or revised methodologies for:~~

~~—— Selection of Population Projections~~

~~—— Allocation of Population growth~~

~~—— Employment Projections and Allocations (new)~~

~~—— Housing Need Projections and Allocations~~

~~—— Land Capacity Analysis~~

~~—— Agricultural Lands designations~~

~~— Develop Interjurisdictional Agreements under 35A.14 RCW for annexation and revenue sharing and coordinated development standards.~~

5.2.3 The project management team shall provide for public participation and opportunities for public input in the development ~~and drafting of amended countywide planning policies of the team's recommendations.~~

5.2.5 The project management team shall make decisions needed to develop, draft and timely ~~process amendments to the countywide planning policies for approval in prepare recommendations~~ accordance with this agreement's timeframes.

5.2.5.1 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.

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

5.2.6 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.

5.2.7 The Department and project management team will communicate via in-person meetings, telephone, or e-mail 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.

5.2.8 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.

5.2.9 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 County and City planners to a public meeting to discuss the 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 prior to sending the amendments to the cities for review and approval.

5.3.2 City approval process. The respective city legislative authorities must act upon final draft countywide planning policy amendments within 90 days of the Board of County Commissioners' vote to the send the amendments to the cities for review and approval.

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 The parties will use their best efforts to jointly establish countywide planning policy amendments and a regional approach to public participation.~~

~~6.2 The parties will use their best efforts to jointly develop a population and~~

~~employment growth allocation satisfactory to each jurisdiction.~~

~~6.3 — The parties will use their best efforts to jointly develop an approach to address the lands of long-term agricultural significance adjacent to current urban growth areas for long-term future growth.~~

~~6.4 — The parties will use their best efforts to jointly develop an approach to a residential, commercial, industrial, and public use land capacity analysis satisfactory to each jurisdiction.~~

6.1 Following approval of the draft countywide planning policy amendments under subsection 5.3.2 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.

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.

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, ~~and shall cause one executed original to be filed with the Walla Walla County Auditor, retain one original for its records, and distribute conformed copies to the parties.~~ 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 ~~filing with the Walla Walla County Auditor of the signed original, and~~ 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 _____, 2022.

COUNTY OF WALLA WALLA

CHAIRMAN OF BOARD OF WALLA
WALLA COUNTY COMMISSIONERS

COUNTY OF WALLA WALLA

WALLA WALLA COUNTY
COMMISSIONER

COUNTY OF WALLA WALLA

WALLA WALLA COUNTY
COMMISSIONER

~~State of Washington
County of Walla Walla~~

~~On this _____ day of _____, 2022, before me personally appeared Todd Kimball, Greg Tompkins, and Jenny Mayberry to me known to be the Commissioners of the County of Walla Walla that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said County of Walla Walla, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the County of Walla Walla.~~

~~In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.~~

Notary Public for the State of Washington
residing at Walla Walla

My appointment expires: _____

_____ Dated this _____ day of _____, 2022.

CITY OF PRESCOTT

MAYOR

~~State of Washington
County of Prescott~~

____ On this _____ day of _____, 2022, before me personally appeared _____, to me known to be the Mayor of the City of Prescott that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said City of Prescott, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the City of Prescott.

____ In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of Washington
residing at Walla Walla

My appointment expires: _____

____ Dated this _____ day of _____, 2022.

CITY OF WAITSBURG

MARTY DUNN
MAYOR

~~State of Washington~~
~~County of Waitsburg~~

____ On this _____ day of _____, 2022, before me personally appeared Marty Dunn, to me known to be the Mayor of the City of Waitsburg that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said City of Waitsburg, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the City of Waitsburg.

____ In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of Washington
residing at Walla Walla

My appointment expires: _____

____ Dated this _____ day of _____, 2022.

CITY OF WALLA WALLA

NABIEL SHAWA
CITY MANAGER

~~State of Washington~~
~~County of Walla Walla~~

On this _____ day of _____, 2022, before me personally appeared ~~Nabiel Shawa~~, to me known to be the ~~City Manager of the City of Walla Walla~~ that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said ~~City of Walla Walla~~, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the ~~City of Walla Walla~~.

~~In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.~~

Notary Public for the State of Washington
residing at Walla Walla

My appointment expires: _____

CITY OF COLLEGE PLACE

NORMA HERNANDEZ
MAYOR

State of Washington
County of Waitsburg

On this _____ day of _____, 2022, before me personally appeared Norma Hernández, to me known to be the Mayor of the City of College Place that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said City of College Place, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument on behalf of the City of College Place.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for the State of Washington
residing at Walla Walla

My appointment expires: _____

Dated this _____ day of _____, 2022.