

**April 6, 2009**

**THE BOARD OF  
BENTON COUNTY  
COMMISSIONERS  
AGENDA PACKET**

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
March 30, 2009 9:00 am.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

**Present:** Chairman Max E. Benitz, Jr. Chairman  
Commissioner Leo Bowman  
Commissioner James Beaver  
County Administrator David Sparks  
Alt. Clerk of the Board Lisa Small

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Treasurer Duane Davidson; Lt. Brian White, Sheriff's Office; Steve Becken and Sue Schuetz, Public Works; and DPA Sarah Perry.

**Approval of Minutes**

The Minutes of March 23, 2009 were approved as corrected and the Minutes of the Special Bi-County Meeting of March 24, 2009 were also approved.

**Consent Agenda**

Item "m" was pulled from the agenda and item "d" was pulled for correction by the request of Commissioner Beaver.

**MOTION:** Commissioner Bowman moved to approve the consent agenda items "a" through "u". Pulling items "d" and "m" Commissioner Beaver seconded and upon vote, the Board approved the following:

**Commissioners**

- a. Letter to WSU
- b. Appointment of Agent to Receive Claims for Damages; Rescinding Resolution 01 352
- c. Letters on District Court Judge Vacancy

**Fairgrounds**

- e. Line Item Transfer – Fund No. 0124-101, Dept. 000

**GIS**

- f. Interlocal Agreement w/City of West Richland for GIS Services

**Human Services**

- g. Agreement, #2009-VYS-HH, w/Vista Youth Center for Homeless Housing Hope Program

**Office of Public Defense**

- h. Line Item Transfer - Fund No. 0000101, Dept. 136

Prosecuting Attorney

i. Interlocal Legal Services Agreement w/West Richland

Road/Engineer

j. Setting Public Hearing Date for Adoption of Comprehensive Six-Yr Road Program

k. Award for Bituminous Surface Treatment 2009

l. Award of Contract for Hess Road Bridge Guardrail

n. Public Assistance Grant Agreement for Emergency Disaster Assistance Funds

o. Authorization to Prepare New Bid Proposal for County Purchase of Card Lock Service

p. Letter Extending Contract for Card Lock Service for Gasoline and Diesel Fuel

Sheriff

q. Line Item Transfer, Fund No. 0000101, Dept. 120

r. Contract w/Corp of Engineers for John Day Project

s. Authorization to Purchase Tires From WA State Contract No. 00108

Treasurer

t. Establishment of Treasurer Investment Pool Fund

u. Investment Service Agreement w/Hanford Area Economic Investment Fund Committee

Public Hearing – Riek Road Vacation – S Schuetze

Sue Schuetze proposed a right of way vacation and abandonment is for Riek Road Sections 26 & 35-8-30 CE 1526 VAC - vacation of the 50-foot wide strip of land and provided the Board with a map that showed the right of way to be vacated.

Proponents

Sandra Perez, spoke in favor of the right of way and Diana Merillo also spoke in favor of the vacation of the right of way Riek Road.

As there was no one else present to testify, public testimony was closed.

Commissioner Bowman and Commissioner Beaver did not have any questions or comments for discussion.

**MOTION:** Commissioner Bowman moved to approve the vacation of the 50-foot vacation and abandonment for Riek Road. Chairman Beaver seconded and upon vote, the motion carried.

Recovery Act Grant Funding

Lt. Brian White shared with the Board the interest the Sheriff's Office has in pursuing the Federal Grant Funding Under the 2009 Recovery Act: Edward Byrne Memorial Justice Assistance Grant. This would be a one-time funding provided through the 2009 economic stimulus package. The total Grant amount is \$281,926 and is dispersed between Benton County and the Cities of Richland and Kennewick, and would be based on the Uniform Crime Reporting (UCR). Benton County's portion would be \$39,175.

The Benton County Sheriff's Office would like to undertake the project of enhancing their efficiencies through improved technology in the following areas: 1) the ability to employ forensic type investigations on mobile phones and maintain the ability to stay on the cutting edge of computer forensic investigations; 2) to purchase a new Polygraph Instrument to replace their old outdated Instrument; 3) to purchase a new 800 MHZ Program-25 compliant digital portable radios; 4) to outfit the Patrol Division with Hand-Held Portable Breath Alcohol Testing Instruments.

The Board all agreed with this grant funding and usage and directed Lt. White to move forward with the grant paperwork and resolution for the Board to sign.

#### Hanford Discussion

Commissioner Bowman readdressed the subject of the Hanford discussion that Carl Adrian and Gary Peterson briefed the Board on at last weeks Board meeting. At the March 23, 2009 meeting the Board agreed with Mr. Adrian's suggestion of getting a go-to person in place for the County in order to bring back information to the Board. Commissioner Bowman questioned who that "go-to" person should be and what the workload would be for that person.

Commissioner Bowman asked the Board to request staff to come back to the Board with a proposal on how to handle the Hanford issues to include the land use plan and to clarify how we can best serve the citizens.

Commissioner Beaver recommended the staff come back with an approach and formulate a strategy and plan to see how we can partner and move forward.

Chairman Benitz agrees that this is a large issue and how it affects the County. In dealing with the issues on Rattlesnake Mountain, and possibly the Department of Energy releasing some of the land for Economic Development or for uses that are compatible with the surrounding areas. Chairman Benitz recommended that each of the Board members write down their thoughts on what they feel is the best approach on being involved and bring back before the Board for discussion at the next board meeting on April 6, 2009.

Mr. Sparks agreed to have the board members bring back their thoughts and Mr. Sparks also asked that planning get involved and provide some information on this matter.

The Board briefly recessed, reconvening at 9:45 a.m.

#### Executive Session – Potential Litigation – S Perry

The Board went into executive session with DPA Sarah Perry at 9:45 a.m. for approximately 15 minutes to discuss a potential litigation.

The Board came out at 9:58 after discussing a potential litigation and the Board took no action. DPA Sarah Perry requested an additional 10 minutes to discuss this same issue.

The Board came out of executive session at 10:07 after completing the additional 10 minutes for a potential litigation and no action as taken.

The Board took a short recess until 10:10

**MOTION:** Commissioner Beaver moved to have the Board authorize legal council to draft a letter working with the Chairman to terminate the employment of Ross Dunfee and the terms of his contract and authorized the Chairman to sign the letter. Chairman Benitz seconded for discussion.

Discussion: Commissioner Bowman expressed his opinion that the action being taken is the wrong method in handling this issue and will have to vote against the decision.

Upon vote, the motion carried with Commissioner Bowman opposing.

#### Executive Session – Review Performance of a Public Employee

The Board went into executive session with DPA Sarah Perry at 10:15 a.m. for approximately 15 minutes to review the performance of a public employee. The Board came out at 10:28 with no action taken.

The board took a short recess until 10:30.

**MOTION:** Commissioner Bowman moved for approval of moving public works department under the direction of the County Administrator as well as amending his agreement to reflect the salary increases to compensate for the additional responsibilities. Commissioner Beaver second and upon vote, the motion carried.

#### Other Business

##### Red Mountain Interchange

Commissioner Bowman indicated that he had forward a proposal from Gordon Thomas Honeywell Governmental Affairs group to the other Commissioners for review. Commissioner Bowman recapped the meeting he had with Congressman Hastings informing Commissioner Bowman that there was no money for the Red Mountain Interchange and the fact that we did not get any of the stimulus money. Commissioner Bowman also met with Senator Murray staff talking about Red Mountain and future funding and they recommended Benton County to utilize Dale Learn who works with the Federal Governmental Affairs Team to keep us up to speed.

With meeting with Senator Cantwell staff Commissioner Bowman learned that there was 1.8 million for Benton-Franklin Transit and with the stimulus packet there was 2.8 million calculating almost five million dollars of funding. Commissioner Bowman's concerns are that Benton County does not have representation there for certain projects such as Red Mountain and the Walter Clore Center. Commissioner Bowman asked for concurrence to move forward with the proposal for represent the County at the Senator meetings for both Red Mountain and the Walter Clore Center. West Richland is also interested in sharing the cost for this lobbyist.

Commissioner Beaver is in favor of the lobbyist and to get some representation for perhaps several different projects. He supports the concept of a lobbyist to represent the County and recommends soliciting with an RFQ for said services.

Chairman Benitz indicated that he has not reviewed the proposal. He believes that we are moving forward with the partnerships and the entities on Red Mountain and the whole cost of the project. Benitz is concerned with the fact that our investment of this project will go for many years. If West Richland is willing to move forward with this then we may support them. Chairman Benitz would like to see the proposal prior to moving forward.

### **Vouchers**

Check Date: 3/2/09

Warrant #: 921257-921548

Total all funds: \$839,526.53

Total amounts approved by fund can be reviewed in the Benton County Auditor's Office.

### **Resolutions**

09-207 – Appointing an Agent to Receive Claims for Damages and Rescinding Res. 01-352

09-208 – Line Item Transfer – Fund No. 0124-101, Dept 000

09-209 – Interlocal Agreement w/ City of West Richland for GIS Services

09-210 – Agreement #2009-VYS-HH, w/Vista Youth Center for Homeless Housing Hope Program

09-211 – Line Item Transfer – Fund No. 0000-101, Dept 136

09-212 – Interlocal Legal Services Agreement w/ West Richland

09-213 – Setting Public Hearing Date for Adoption of Comprehensive Six-Yr Road Program

09-214 – Award for Bituminous Surface Treatment 2009

09-215 – Award of Contract for Hess Road Bridge Guardrail

09-216 – Public Assistance Grant Agreement for Emergency Disaster Assistance Funds

09-217 – Authorization to Prepare New Bid Proposal for County Purchase of Card Lock Services

09-218 – Contract Extension for Card Lock Services for Gasoline and Diesel Fuel

09-219 – Line Item Transfer – Fund No. 0000-101, Dept 120

09-220 – Contract w/Corp of Engineers fro John Day Project

09-221 – Authorization to Purchase Tires for WA State Contract No. 00108

09-222 – Establishment of Treasurer Investment Pool Fund, 0113-101

09-223 – Investment Services for the Hanford Area Economic Investment Fund Committee

There being no further business before the Board, the meeting adjourned at approximately 10:43

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Clerk of the Board

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Chairman

a.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF AN APPOINTMENT TO THE BENTON COUNTY PUBLIC FACILITIES DISTRICT**

**WHEREAS**, there exists a director vacancy on the Benton County Public Facilities District; and

**WHEREAS**, Valjeanne Meadows has indicated her interest and willingness to serve on the District to fill the vacant position; **NOW, THEREFORE**,

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby appoints Valjeane Meadows, to the Benton County Public Facilities District to serve as director, said term to expiring July 31, 2012.

Dated this ..... day of ....., 20 .....

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Attest: .....  
Clerk of the Board

b.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF APPOINTING AN ACTING COUNTY ENGINEER FOR FUNCTIONS NOT REQUIRING A PROFESSIONAL ENGINEER'S LICENSE**

**WHEREAS**, the Board of Benton County Commissioners do not have a licensed Professional Engineer currently employed; and,

**WHEREAS**, the Board of Benton County Commissioners are diligently seeking immediate assistance from the neighboring counties for temporary licensed professional engineering services; and,

**WHEREAS**, it is the desire of the Board of Benton County Commissioners to make a diligent effort to permanently fill the required services of a full-time licensed professional engineer; **NOW THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners appoint Steve Becken as acting county engineer for all functions within Public Works not requiring a professional engineering license.

Dated this ..... day of ....., 20 ....

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Attest: .....  
Clerk of the Board

C.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN THE HISTORICAL PRESERVATION FUND, FUND NUMBER 0157-101.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington.

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Commissioners; Auditor; File

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## BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Historical Preservation Fund

Dept Nbr:

Fund Name: Historical Preservation Fund

Fund Nbr: 0157-101

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.300.	4102	Contract Services	\$35,000	598.790.	5205	Historical Preservation Projects	\$35,000
TOTAL			\$35,000	TOTAL			\$35,000

**Explanation:**

In Resolution 09-203, the Board of County Commissioners approved funding for recommended projects in the Historical Preservation Fund. Please approve the line-item transfer to appropriate funds.

Prepared by: Linda Ivey

Date: 31-Mar-2009

Approved

Denied

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	April 6, 2009	Execute Contract	<u>  X  </u>	Consent Agenda <u>  X  </u>
Subject:	Amendment to David Sparks Employment Agreement	Pass Resolution	<u>      </u>	Public Hearing <u>      </u>
		Pass Ordinance	<u>      </u>	1st Discussion <u>      </u>
		Pass Motion	<u>      </u>	2nd Discussion <u>      </u>
		Other	<u>      </u>	Other <u>      </u>
Prepared by:	Sarah Perry			
Reviewed by:				

**BACKGROUND INFORMATION**

Before the Board for approval and signature is an Amendment to the Employment Agreement with David Sparks, which adds job responsibilities to the County Administrator position, increases compensation for those additional responsibilities, and increases the contract term.

**RECOMMENDATION**

Approve and sign the Employment Agreement Amendment.

**MOTION**

Move to approve the Employment Agreement Amendment.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:

IN THE MATTER OF ENTERING INTO AN AMENDMENT TO THE EMPLOYMENT  
AGREEMENT WITH DAVID SPARKS, COUNTY ADMINISTRATOR

WHEREAS, David Sparks is currently employed by Benton County as the  
County Administrator; and

WHEREAS, David Sparks and the Board of Benton County Commissioners  
entered into an Employment Agreement effective January 1, 2007, to  
December 31, 2011 (Resolution No. 06-660); and

WHEREAS, it is the desire of the parties to amend the Employment  
Agreement to add additional job responsibilities to the County  
Administrator position, increase Mr. Sparks's compensation for  
taking on those additional responsibilities, and extend the  
contract term to December 31, 2013; **NOW THEREFORE,**

**BE IT RESOLVED** that the Board of Benton County Commissioners is  
authorized to sign the attached Amendment to Employment Agreement.

Dated this ..... day of ....., 2009

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington.

Attest: .....  
Clerk of the Board

Orig: BCC; D. Sparks; S. Perry (PA)

**AMENDMENT  
TO  
EMPLOYMENT AGREEMENT  
BY AND BETWEEN DAVID SPARKS  
AND THE BOARD OF BENTON COUNTY COMMISSIONERS**

This Amendment to Employment Agreement is entered into effective March 30, 2009, by and between the Board of Benton County Commissioners, a political subdivision of the State of Washington (hereinafter the "County Commissioners") and David Sparks (hereinafter "Employee").

WHEREAS,

- a. Employee is currently employed by Benton County as the County Administrator;
- b. The County Commissioners and Employee previously entered into an Employment Agreement ("Agreement"), effective January 1, 2007, and ending December 31, 2011 (Resolution No. 06-660);
- c. The parties desire to amend the Agreement to give additional responsibilities to Employee;
- d. The parties desire to increase Employee's compensation for performing additional responsibilities; and
- e. The parties desire to extend the length of the Agreement term to December 31, 2013;

NOW, THEREFORE, in consideration for the mutual benefits and covenants contained herein and in the Agreement, the parties agree to amend the Agreement as follows:

1. Section (1) of the Agreement ("Duties"): Attachment A to the Agreement (Classification Description) is replaced with the attached revised Attachment A (Classification Description dated 3/09).
2. Section (2) of the Agreement ("Compensation and Benefits"): Section (2) of the Agreement is revised to read as follows:

(2) COMPENSATION AND BENEFITS:

(a) *Effective January 1, 2007, Benton County shall compensate the Employee at grade twenty-seven "G" of the 2007 Benton County Non-*

*bargaining Salary Schedule, as adopted by the Board of Benton County Commissioners. Beginning June 1, 2007, Employee shall be compensated at a grade twenty-seven "H" of the 2007 Benton County Non-bargaining Salary Schedule. Employee shall be paid in the normal course of salary administration for Benton County non-bargaining employees.*

*(b) For the period of January 1, 2008, through March 29, 2009 ~~December 31, 2011~~, the Employee shall receive the compensation as set forth in (2)(a) above plus the same increase or decrease in compensation budgeted for Benton County non-bargaining employees, if any such non-bargaining salary increase or decrease is approved by the County Commissioners. Nothing in this section shall be construed to require the County Commissioners to provide a non-bargaining salary increase or change in non-bargaining employee benefits.*

*(c) ~~For the period of January 1, 2008, through December 31, 2011, On or about June 1, 2008 of each year, the Employee shall receive become eligible for a step increase according to the terms of Resolution 05-797, Benton County Personnel Policies and Procedures for Non-Bargaining Employees, or subsequent replacement resolutions and policies.~~*

*(d) Effective March 30, 2009, Employee will no longer be on the Benton County Non-bargaining Salary Schedule and will no longer receive pay increases under the terms of the Benton County Personnel Policies and Procedures for Non-Bargaining Employees. Employee will instead receive compensation and pay increases as follows:*

*(i) Effective March 30, 2009, Employee will receive compensation in the amount of Nine Thousand Nine Hundred Seventy Dollars (\$9,970.00) per month, pro-rated for the partial month of March 2009.*

*(ii) Effective for 2010 through 2013:*

*a. If on January 1 of the year the County Commissioners provide a COLA to other non-bargaining employees, Employee will not receive that COLA, and Employee will receive a Five Percent (5%) salary increase effective April 1 of that year.*

*b. If on January 1 of the year the County Commissioners do not provide a COLA to other non-bargaining employees, Employee*

*will similarly not receive a COLA, and Employee will receive a Two and One-Half Percent (2.5%) salary increase effective April 1 of that year.*

*(e~~d~~) The Employee shall receive the same annual leave, sick leave, insurance, retirement, and all other benefits as Benton County non-bargaining employees. The Employee shall receive service credit for his time as a Benton County employee beginning April 1, 1985. The Employee will receive compensation for travel and work related expenses according to Benton County policy and applicable state law.*

3. Section (3) of the Agreement ("Term"): Section (3) of the Agreement is revised to read as follows:

(3) TERM

*(a) The term of this agreement shall be for the period commencing January 1, 2007, and concluding on December 31, 2013~~2011~~. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the County Commissioners to terminate the services of the Employee at any time for any reason, subject to the provisions of section (4) below. Nothing in this agreement shall prevent the Employee from voluntarily resigning his employment, subject to the provisions of section (4) below. The Employee agrees to remain in the exclusive employ of the County Commissioners for the term of this agreement. The term "employ" shall not be construed to include occasional teaching, writing, or consulting performed on the Employee's off-work hours.*

*(b) If the Employee remains employed as the County Administrator beyond December 31, 2013~~2011~~, the terms and conditions of this agreement shall no longer apply, but upon 30 days written notice by either party, may be re-negotiated. Without such additional written agreement, in the event of continued employment, the Employee shall become a regular non-bargaining Employee, except that absent action by the County Commissioners, Employee will continue to receive his then-current salary and will receive the same COLA adjustments, if any, that the County Commissioners provide to other nonbargaining employees. ~~and~~ Such employment shall be terminable by the County Commissioners or the Employee at will, for any reason.*

4. Except as expressly provided in this Amendment, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed and executed as follows:

**BENTON COUNTY COMMISSIONERS**

**EMPLOYEE**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
David Sparks

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest:

\_\_\_\_\_  
Clerk to the Board

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

**BENTON COUNTY CLASSIFICATION DESCRIPTION  
COUNTY ADMINISTRATOR**

3/09

**Attachment A**

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**TITLE:** County Administrator

**DEPARTMENT:** Commissioners

**REPORTS TO:** County Commissioners

**SUPERVISES:** Deputy Administrator, Department Managers of Public Works/Road Department, Planning, Building, Central Services, Facilities & Parks, Personnel, Sustainable Development, Fairgrounds, Geographical Information Systems (GIS), Clerk to the Board and Administrative Secretary

**SUMMARY:**

Plans, organizes, performs, and directs general administrative functions for the Board of Commissioners according to county policies established by the Board. Works at the pleasure of and directly for the Board of County Commissioners as a body, receiving direction from and making reports and recommendations to the Board as a whole. Coordinates communication and facilitates teamwork among managers reporting to the County Administrator, and maintains communication with the Board of County Commissioners. This position is intended to be the administrative focal point for the Board of Commissioners in its operation of Benton County government. The Board retains the power of final decision except as may be delegated herein or by subsequent official action.

**EXAMPLES OF JOB DUTIES:** (Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class.)

Directs assigned operations to achieve goals within budgeted funds and available personnel; plans and organizes projects, programs, and staff assignments; reviews progress and directs changes in priorities and schedules as needed to assure work is completed in an efficient and timely manner.

Provides direction to County-wide work programs and performs performance evaluations for department managers. Provides liaison between the Board and all County departments.

Provides managerial leadership and directs the selection, supervision and evaluation of staff. Conducts or oversees performance evaluations, and initiates and implements disciplinary actions as warranted. Resolves grievances and other sensitive personnel matters. Provides training and motivation to make full use of individual capabilities and to meet changing system demands.

Performs or directs investigations, studies, and surveys and develops recommendations for the Board regarding County policy, programs, and services. Makes presentations to the Board to present information and receive direction; develops agenda for Board meetings and workshops.

**BENTON COUNTY CLASSIFICATION DESCRIPTION  
COUNTY ADMINISTRATOR**

Provides for effective budget administration working cooperatively with the offices of the treasurer and auditor. Prepares and administers assigned budgets based on staffing and resource requirements, cost estimates, and objectives and goals.

Develops and recommends personnel policies; implements and interprets policies as necessary. Establishes policies, procedures, work rules, and performance standards to assure the efficient and effective operations of assigned functions in compliance with County standards and federal, state, and local laws.

Provides planning leadership and direction and develops short and long-range plans, goals, and objectives for assigned functions; coordinates project and programs with other departments and governmental agencies.

Analyzes and recommends improvements to existing services and operating systems of the County. Develops and maintains systems and records that provide for proper evaluation, control and documentation of assigned operations.

Directs the resolution of inquiries, complaints, or problems, or emergencies affecting the availability or quality of County services or programs. Responds to the most sensitive or complex inquiries or service complaints.

Performs other related duties as assigned.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

Knowledge of practices, principles, and procedures of public administration.

Thorough knowledge of modern principles and practices of management and supervision.

Knowledge of human resource management policies, principles, and practices.

Knowledge of legal requirements, regulations and laws applicable to area of assignment.

Knowledge of principles and practices of governmental fiscal management, including budget preparation, expenditure control, and record keeping.

Ability to plan, organize and oversee assigned work programs, including monitoring work schedules and evaluating the work of subordinates.

Ability to develop County goals and objectives and to conduct and implement planning activities.

Ability to analyze and evaluate operations and develop and implement corrective action to resolve problems.

Ability to establish and maintain effective working relationships with employees, County Commissioners, other agencies, and the general public.

3/09

**BENTON COUNTY CLASSIFICATION DESCRIPTION  
COUNTY ADMINISTRATOR**

**Attachment A**

Ability to communicate effectively, both orally and in writing, with individuals and groups regarding complex or sensitive issues or regulations.

**EDUCATION AND EXPERIENCE:**

Bachelor's degree in Public Administration or related field; Master's degree preferred. Five years of professional level government administration experience including budgeting, fiscal management, and program management experience.

**LICENSES, CERTIFICATES & OTHER REQUIREMENTS:**

Valid Washington State Driver's License.

e.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING APOLLO SHEET METAL INC. THE CONTRACT TO REPLACE THE ROOF TOP HEAT PUMP LOCATED AT THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WA

WHEREAS, per resolution 08-133 Benton County need not comply with formal sealed bidding procedures for public works contracts....where the estimated cost is less than one hundred thousand dollars (\$100,000.00); and

WHEREAS, for such projects, the small works roster procedures may be used; and

WHEREAS, Benton County Facilities solicited the following companies to provide a quote to replace the roof top heat pump located at the Benton County Jail Facility, Kennewick, WA; and

- Apollo Sheet Metal Inc, Kennewick, WA (\$11,937.00 excluding WSST)
- M. Campbell & Company, Inc. Pasco, WA (\$15,993.00 excluding WSST)
- Bruce Inc. Heating and Air-Conditioning, Kennewick, WA (\$12,490.00 excluding WSST)

WHEREAS, Apollo Sheet Metal Inc. is the lowest bidder; and

WHEREAS, the Benton County Facilities Manager has reviewed the quote for completeness and recommends contracting with Apollo Sheet Metal Inc, Kennewick, WA / Contractors License No. APOLLSM187MK to perform said service for a contract amount of \$11,937.00, excluding WSST; **NOW THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards the contract to Apollo Sheet Metal Inc. for a contract amount of \$11,937.00 with the total amount payable not to exceed \$12,300.00 excluding WSST to cover any acceptable overages, incidentals and other unanticipated costs; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman to sign the attached Public Works Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig: Sheriff's Office  
cc: Auditor, R. Ozuna, file, Apollo, Facilities

Prepared by: K. Mercer

**CONTRACT FOR SERVICES  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Apollo Sheet Metal, Inc. a Washington Corporation with its principal offices at 1201 West Columbia Drive, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**1. CONTRACT DOCUMENTS**

This Contract consists of this agreement and the following exhibits, which is incorporated herein by this reference

Exhibit "A" - Contractor's Proposal dated 2/18/2009

Exhibit "B" - Prevailing wage tables for Benton County

**2. DURATION OF CONTRACT**

The term of this Contract shall begin when executed by both parties and shall expire upon notice of completion via Resolution. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The COUNTY requires and the CONTRACTOR agrees to remove and dispose of the old roof top heat pump and to install a new replacement Carrier model # 50HJQ008-5 7.5-ton roof top heat pump all in accordance with Exhibit "A" attached hereto.

**4. CONTRACT REPRESENTATIVES**

The parties' representatives are as follows:

- a. For CONTRACTOR: Gene Batey  
Apollo Sheet Metal Inc  
1201 W. Columbia Drive  
Kennewick, WA 99336  
(509) 727-5312 Phone

b. For COUNTY: Roy Rogers  
7122 W. Okanogan Pl. Bldg A  
Kennewick, WA 99336  
(509) 222-3710 Phone  
(509) 736-2708 Fax

A party may change its representative by providing prompt written notice to the other party.

**5. COMPENSATION**

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is Eleven Thousand Nine Hundred Thirty Seven Dollars and Zero Cents (\$11,937.00) not including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed Twelve Thousand Three Hundred Dollars and Zero Cents, (\$12,300.00) not including W.S.S.T. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage or performance bond will be made until such affidavit is provided.

**6. INVOICING**

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed. The CONTRACTOR shall not be paid for services rendered under this Contract until they have been performed to the COUNTY's satisfaction. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

**7. DEFECTS**

In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. Compensation may be withheld until CONTRACTOR makes such corrections. All work submitted by the CONTRACTOR shall be held to applicable standards set forth in the industry. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

8. AMENDMENT AND CHANGES IN WORK

No amendment, modification or renewal of this contract shall be effective, unless set forth in a written Amendment signed by both parties.

9. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons, damage to property or business, or any other source of liability whatsoever, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. In the event that any loss described above in this paragraph results from the concurrent liability of CONTRACTOR and COUNTY, CONTRACTOR shall only be responsible for indemnifying COUNTY for that portion of the loss attributable to the actions or omissions of CONTRACTOR, its officers, employees or agents.
- b. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, its employees, agents or subcontractors.
- c. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

10. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following insurance:

- a. Workers Compensation: CONTRACTOR shall comply with all

Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this agreement. CONTRACTOR shall cause COUNTY to be added as an additional insured and the policy shall state that it cannot be canceled except with 30 days written notice to COUNTY. This policy shall be primary to any of COUNTY'S other sources of insurance including self-insurance through a risk pool. CONTRACTOR shall provide certificate of such insurance, including the endorsements specified in this paragraph, to County's representative prior to start of work.
- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability. CONTRACTOR shall cause the carrier for its automobile liability policy to execute a waiver of subrogation in favor of COUNTY.
- d. Other Insurance Provisions:
  - 1) The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.
  - 2) The COUNTY, its officers, officials, employees and agents shall be named as additional insured on all required insurance policies, except for any required automobile liability policy.
  - 3) The CONTRACTORS'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured, and specifically shall not exclude coverage for any indemnification as set out in section 9 above.
  - 4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

- 5) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6) All subcontractors shall comply with the same insurance requirements as are required of the CONTRACTOR as set forth in Section 10(a) through 10(e). Additionally, the insurance policies required of subcontractors shall list the COUNTY (and all of its elected officials, employees and agents) as well as the CONTRACTOR as additional insureds, and the subcontractors shall provide certificates listing these endorsements to the COUNTY and the CONTRACTOR prior to the commencement of any work by the subcontractor.
- 7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be indication of exposure nor are they limitations on indemnification.
- 8) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Any insurance coverage required of CONTRACTOR may not be written as a "claims made" policy.
- 9) Verification of Coverage and Acceptability of Insurers: All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing in advance of commencement of work by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.
- 10) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificate of insurance of a signed policy endorsement which shall clearly evidence all required insurance within ten (10) days after the effective date of this contract. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- 11) Certificates of insurance shall show the certificate holder as "Benton County". The address of the certificate holder

shall be shown as the current address of the COUNTY'S Contract Representative.

- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:

Loretta Smith Kelty, Contract Manager  
Benton County Commissioners  
PO Box 190  
Prosser, WA 99350

- 14) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.

If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status, as a self-insured entity shall be provided to COUNTY. If requested by COUNTY, contractor must describe its financial condition and the self-insured funding mechanism.

#### **11. PERFORMANCE BOND**

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement.

#### **12. TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part

whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

### **13. COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. A current copy of the schedule of prevailing wages for Benton County is attached as Exhibit B. If CONTRACTOR procures any employees subject to prevailing wage regulations but not classified as electronic technicians to do any work related to this contract, CONTRACTOR shall be responsible for determining the appropriate prevailing wages for such employees and shall pay them according to said wages.

### **14. NONDISCRIMINATION**

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

### **15. DISPUTES**

Disputes over the CONTRACTOR's performance will be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders,

instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief. Venue for any such judicial proceeding shall be in Benton County, Washington.

**16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior written consent of the COUNTY.

**17. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**18. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Article 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

**19. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**20. LITIGATION HOLD NOTICE**

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR regarding the work performed under this Contract may be of evidentiary value, the COUNTY may issue written

notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend any regularly scheduled purge schedule.

## 21. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTY by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

## 22. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to hold harmless and indemnification provisions; insurance provisions; performance bond requirements; severability; litigation hold notice and Public Records Act.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on the last date signed.

The parties specifically certify that the provisions contained within paragraph 9(c) are mutually negotiated.

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

Date: 3/24/09

**Benton County**

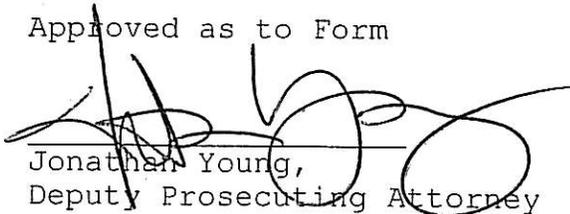
**Apollo Sheet Metal Inc.**

\_\_\_\_\_  
Max Benitz Jr., Chairman  
Benton County Commissioner

Gene Batay  
Signature

Approved as to Form

Gene Batay  
Print Name & Title

  
Jonathan Young,  
Deputy Prosecuting Attorney



Apollo Sheet Metal, Inc.

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February 18, 2009

Benton County Facilities  
7122 W Okanogan  
Kennewick, Wa 99336

Attention, Steve Franckowiak

Apollo Sheet Metal Inc proposes the following installations.

Option# 1

Remove existing roof top unit and dispose.  
Install New replacement Carrier model # 50HJQ008-5 7.5 ton roof top heat pump.230  
Volt 3 Phase.  
18KW electric back up heat moder# CRHEATER113A00 .460 Volt 3 phase.  
Full modulating economizer.MicroMetl MIM0688-0201.  
New adapta curb model# CDI 1-3005-4005 to existing roof curb,no roofing required.  
Hi voltage electrical connections,DDC low voltage connections.  
Complete start up and operational check.  
Rigging and hoisting by Lampson.

Price \$ 11,937.00 Plus wsst,Auth sign \_\_\_\_\_

Any questions please call,

Thanks Gene Batey

*Apollo... Building People Who Build Great Things.  
An equal opportunity employer*

f.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN THE FAIRGROUNDS OPERATING BUDGET, FUND NUMBER 0124-101.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington.

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Commissioners; Auditor; File, Fairgrounds

IVEY

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## BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Fairgrounds Operating

Dept Nbr:

Fund Name: Fairgrounds Operating

Fund Nbr: 0124-101

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
575.400.	1551	Confidential Secretary	\$2,100	575.400.	1553	Maintenance Supervisor	\$2,100
TOTAL			\$2,100	TOTAL			\$2,100

**Explanation:**

Recently, the fairgrounds department has been reorganized following an employee transfer to another department. The County Administrator believes it is in the County's best interest to temporarily increase the monthly salary of the Maintenance Supervisor, even though this position will remain at its current step and grade.

Prepared by: Linda Ivey

Date: 26-Mar-2009

Approved

Denied

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

Chairman

Member

Member

9.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2009 119

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON:

IN THE MATTER OF AN AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF PASCO AND FRANKLIN COUNTY AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES FOR PROPERTY MANANGEMENT FOR THE RESIDENTIAL TRANSITIONAL HOUSING, and

WHEREAS, Carrie Huie-Pascua, Director of Human Services, believes it is in the best interest of Human Services and the service needs of persons with mental health issues, that the proposed Professional Services Agreement #PSA-HA-2008/09, be approved as presented for a term commencing March 1, 2009 and terminating March 30, 2010 or, **NOW, THEREFORE,**

**BE IT RESOLVED,** that the Chairs of the Boards of Benton and Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, Professional Services Agreement #PSA-HA-2008/09.

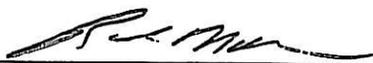
Dated this ..... day of ..... 2009.

Dated this 30<sup>th</sup> day of MARCH 2009.

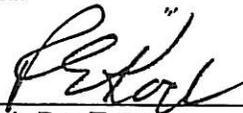
Benton County Board of Commissioners

Franklin County Board of Commissioners

\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

  
\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member  
Constituting the Board of County Commissioners,  
Benton County, Washington

  
\_\_\_\_\_  
Member  
Constituting the Board of County Commissioners,  
Franklin County, Washington

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
Clerk of the Board

Originals: Franklin County  
Benton County  
Human Services

Carey

**PROFESSIONAL SERVICES AGREEMENT  
#PSA-HA-2008/09**

2009 119

This Agreement is made by and between Benton and Franklin Counties' Department of Human Services, ("Owner"), a department jointly operated by the Counties of Benton and Franklin, Washington, and the Housing Authority of the City of Pasco and Franklin County, a Washington municipal corporation, ("Agent")

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. **AGREEMENT DOCUMENTS**

This Agreement consists of the following documents:

- a. Terms and Conditions set forth below; and
- b. Description of the Properties, attached and incorporated herein as Exhibit "A"

2. **DURATION**

The term of this Agreement shall begin March 1, 2009, and shall expire on March 30, 2010. The term may be renewed for successive one-year terms by execution of an appropriate amendment to this Agreement by authorized representatives of the parties herein.

3. **SCOPE OF WORK**

The Agent shall function as Owner's property manager for the properties described in Exhibit A ("Properties") and shall, with the exception of signing and initiating leases, taking action for non-payment of leases including, as necessary, evictions, and taking legal action to enforce violations of property rules or provisions of the Washington State Residential Landlord and Tenant Act (RCW Chapter 59.18), ("WRLTA") be responsible to the tenants as set forth below:

- a. **Tenant Support:** The Agent shall provide "customer service" for tenants residing in the Mental Health transitional living trailers described in Exhibit "A." This "customer service" shall include providing or procuring necessary repair and maintenance services when requested by tenants, and when necessary to maintain Properties, including portions thereof, common areas and curtilage, in such condition as is fit for human habitation as defined by the WRLTA and any other applicable Federal, State or local laws or regulations. This shall also include providing other routine customer service issues such as answering questions about the property, providing 24 hour lockout services to tenants, receiving complaints, and reporting enforcement action needs to the Owner (without instituting legal proceedings) if necessary. If needed repairs are such that it would not be practical for Agent to undertake (e.g. in case of substantial flood, fire, etc), Agent shall notify Owner immediately (within 24 hours) and shall take steps to mitigate the damage and implement temporary emergency shelter plans to the occupants at Owner's expense as appropriate and necessary in a manner prescribed by the Department of Human Services.
- b. **Maintenance and Repairs:** The Agent shall, at the Department of Human Services' expense, maintain the Properties in a decent, safe and sanitary condition, fit for human habitation, all in accordance with the Washington State Landlord/Tenant Act and all other applicable Federal, State and local laws and regulations. The Agent shall otherwise maintain the Property at all times in a condition acceptable to the Department of Human Services. The Agent shall perform or procure all service and ordinary repairs and replacements necessary, including but not limited to:
  - Cleaning, painting, plumbing, carpentry, and such other maintenance and repair work as may be necessary;
  - Repairs and maintenance of heating/air conditioners, water heaters, appliances, etc.;
  - Maintenance of facilities (roofing, flooring, structural issues);

- Repairs and replacement of small items, such as keys and locks, telephones, etc. and provide these items to tenants when needed.
  - Perform and report to Owner semi-annual preventative maintenance inspections.
- c. **Limits and Conditions:** The Agent shall obtain advance written authorization from the Department of Human Services for all repairs and replacements exceeding \$500, provided that the Agent may exceed this amount without prior authorization in an emergency situation occurring outside of the Department of Human Services' business hours, with notice provided to the Department of Human Services the next business day. An emergency situation is defined as any condition wherein delay of repairs until the next business day would cause, or create a risk of, bodily harm or extreme discomfort to a tenant, damage to tenant property, or damage to Properties or any portion thereof.
- d. **Conditions and Service Requirements:** The Agent shall:
- manage the properties in full compliance with all laws and regulations of any federal, state, county or municipal authority having jurisdiction over the property. Promptly notify OWNER of any known conditions that may create a risk of death or injury to persons or property;
  - Promptly notify OWNER of any conditions or circumstances that either constitutes a breach of landlord duties under the WRLTA or may, if unremedied, constitutes such a breach of duties;
  - Not make any structural changes to the Property, or to make any other major alterations or additions, without prior written notice to, and written approval from, OWNERS' authorized representatives.
- e. **Lead Based Paint and Mold Exclusions:** The OWNER certifies that the property in question does not contain lead based paint and that each resident receives the U.S. Department of Housing and Urban Development's Lead Paint Brochure. The Agent is not responsible for mold that is undetectable in the normal HQS (Housing Quality Standard) inspection. Tenant caused mold identified in the HQS process will be identified to the OWNER, who will be notified of the need to provide tenant with supportive services to eliminate tenant activity or inactivity that causes the mold and necessary steps to clean/remove the mold and eliminate mold recurrence.

4. **AGREEMENT REPRESENTATIVES**

Each party to this Agreement shall have a Agreement representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- |  |  |
|--|--|
| a. For the Agent:                        | Bobbie Littrell, Executive Director<br>Housing Authority of the City of Pasco<br>And Franklin County<br>2505 W Lewis Street<br>Pasco, WA 99301<br>509.547.3581 (phone) |
| b. For the Department of Human Services: | Carrie Huie-Pascua, Director<br>Department of Human Services<br>7207 W. Deschutes Avenue<br>Kennewick, WA 99336<br>509.783.5284 (phone)<br>509.783.5981 (fax)          |

5. **COMPENSATION**

- a. **Management Fee:** As consideration for the management and support services described herein, the Department of Human Services shall pay the Agent a management

fee of \$49 per unit per month (a total of \$490.00 per month) over the term of this Agreement.

- b. **Reimbursement of Expenditures:** The Agent may submit a monthly Invoice to OWNER for all expenditures incurred in the maintenance of the Properties described on Exhibit "A". The Invoice shall include an itemized statement of receipts, disbursements and charges and, where third-party Agents are retained to perform services, the invoice shall provide the third party Agent's full name, Agent's number, Washington UBI number, and a statement by Agent that any and all public contracting laws have been complied with in selecting and contracting with the third-party Agent.
- c. **After Hours and Emergency Services:** The Agent may claim reimbursement for after-hours emergency repairs performed at the rate of \$67.50 per hour, plus call-out mileage (pursuant to general Services Administration guidelines) with a two (2) hour minimum. Emergency hours are considered to be after 6:00 p.m. and before 7:30 a.m., Monday through Thursday and all day Friday, Saturday and Sunday. The Agent's normal business hours are 7:30 a.m. – 6:00 p.m., Monday through Thursday. After regular business hours, the Agent shall be available to tenants at an emergency contact number which Agent shall staff, maintain, and make available to tenants.
- d. No payment shall be made for any work performed by the Agent, except for work identified and set forth in this Agreement.
- e. OWNER shall pay the Agent for appropriate expenditures and fees in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of Invoice for services rendered.
- f. The Agent shall not be paid for services rendered under this Agreement unless and until they have been performed to the satisfaction of OWNER.
- g. In the event the Agent has failed to perform any substantial obligation to be performed by the Agent under this Agreement and such failure has not been cured within ten (10) days following notice from OWNER, OWNER may, in its sole discretion, upon written notice to the Agent, withhold any and all monies due and payable to the Agent, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Agreement means faithfully fulfilling the terms of this Agreement with variances only for technical or minor omissions or defects.
- h. Unless otherwise provided for in this Agreement or any exhibits or attachments hereto, the Agent will not be paid for any billings or invoices presented for services rendered prior to the execution of this Agreement or after its termination.
- i. The Agent shall pay all Federal, State and local taxes or contributions imposed or required under the Social Security, Workmen's Compensation and Income Tax laws for Agent and Agent's employees, if any, performing services pursuant to this Agreement. Agent shall have no obligation to pay any tax applicable to OWNER or its employees.

## 6. **AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the Agent in the performance of any work required under this Agreement, the Agent shall make any and all necessary corrections without additional compensation. All work submitted by the Agent shall be certified by the Agent and checked for errors and omissions. The Agent shall be responsible for the accuracy of this work, even if the work is accepted by OWNER.
- b. No amendment, modification or renewal shall be made to this Agreement, unless set forth in a written Agreement Amendment signed by authorized representatives of both parties. Work under a Agreement Amendment shall not proceed until the Agreement amendment is duly executed by OWNER.

## 7. **HOLD HARMLESS AND INDEMNIFICATION**

- a. Indemnification of Agent: The Owner shall indemnify, defend, and hold harmless the Agent, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from the Owner's performance under this Agreement; provided, that to the extent the claim, damages, losses and expenses are caused by intentional

acts of or by the concurrent negligence of the Agent, its officers, agents, or employees, the Owner's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

- b. **Indemnification of Owner:** The Agent shall indemnify, defend, and hold harmless the Owner, its officers, agents and employees, from and against any claim, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising from the Agent's performance under this Agreement; provided, that to the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Owner, its officers, agents, or employees, the Agent's indemnification obligation hereunder shall be limited to the Agent's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

## 8. **INSURANCE**

- a. **Insurance Requirement:** Each party shall obtain and/or maintain commercial or self-insurance covering general liability, employment practices liability, errors and omissions, workers' compensation, and auto liability to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of each coverage shall be at least Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- b. **Certificate of Insurance:** Each party to this Agreement agrees to provide the Agreement Representative and their Risk Managers with evidence of insurance coverage, including approved self-insurance authorized under RCW 48.42, in the form of a Certificate of Liability Insurance or an Evidence of Coverage letter to address the insurance obligations set forth above.

## 9. **TERMINATION**

- a. Each of the parties shall have the right to terminate this Agreement upon ten (10) days advance written notice to the other party. In that event, the Owner shall pay the Agent for all costs incurred by the Agent as permitted in the performance of this Agreement up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Agreement.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Owner may summarily terminate this Agreement notwithstanding any other termination provision in this Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Owner to the Agent. After the effective date, no charges incurred under this Agreement shall be allowed.
- c. If the Agent materially breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Owner, the Owner may terminate this Agreement, in which case the Owner shall pay the Agent only for the costs of services accepted by the Owner, in accordance with the Compensation Section of this Agreement. Upon such termination, the Owner, at its discretion, may obtain performance of the work elsewhere, and the Agent shall bear all costs and expenses incurred by the Owner in completing the work and all damage sustained by the Owner by reason of the Agent's breach.

## 10. **ASSIGNMENT, DELEGATION AND SUBAGREEMENTING**

- a. The Agent shall perform the terms of the Agreement using only its bona fide employees or agents, and the obligations and duties of the Agent under this Agreement shall not be assigned, delegated, or subAgreemented to any other person or firm without the prior express written consent of the Owners' authorized representatives.
- b. The Agent warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for Agent, any

fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. **NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

12. **INDEPENDENT CONTRACTOR/AGENT**

- a. The Agent's services shall be furnished by the Agent as an independent Agent and not as an agent, employee or servant of the Owner. The Agent specifically has the right to direct and control Agent's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
- b. The Agent acknowledges that the entire compensation for this Agreement is set forth in the Compensation Section of this Agreement, and the Agent is not entitled to any Owner benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Owner employees.
- c. The Agent shall have and maintain complete responsibility and control over all of its subAgents, employees, agents, and representatives. No subAgent, employee, agent, or representative of the Agent shall be or deem to be or act or purport to act as an employee, agent, or representative of the Owner.
- d. Agent shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.
- e. The Agent agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Owner' Agreement representative or designee.

13. **COMPLIANCE WITH LAWS**

The Agent shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.

14. **INSPECTION OF BOOKS AND RECORDS**

The Owner may, at reasonable times, inspect the books and records of the Agent relating to the performance of this Agreement. The Agent shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

15. **NONDISCRIMINATION**

The Agent, its assignees, delegates, or subAgents shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

16. **PATENT/COPYRIGHT INFRINGEMENT**

The Agent shall hold harmless, indemnify and defend the Owner, its officers, officials, employees and agents, from and against any claimed action, cause or demand, and any damages, fines, attorney's fees or other financial cost resulting there from, brought against the Owner, where such action is based on the claim that information supplied by the Agent or subAgent infringes any patent or copyright. The Agent shall be notified promptly in writing by the Owner of any notice of such claim.

17. **DISPUTES**

Differences between the Agent and the Owner, arising under and by virtue of this Agreement, shall be brought to the attention of the Owner at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Agent shall be decided by

the Owners' Agreement Representative or designee. All rulings, orders, instructions and decisions of the Owner' Agreement Representative shall be final and conclusive, subject to the Agent's right to seek judicial relief.

18. **CONFIDENTIALITY**

Agent hereby acknowledges that the Owner is a public entity and as such is subject to the requirements of public disclosure of records required by the Public Records Act, RCW 42.56 *et seq.* Accordingly, Agent understands that to the extent a proper request is made, the Owner may be required by virtue of this Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, including records provided to the Owner by Agent that Agent might regard as confidential or proprietary. To the extent that Agent provides any records to the Owner that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. Agent also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of the Owner releasing records covered under the Public Records Act. The Owner agrees to take all reasonable steps to notify Agent in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by Agent as confidential or proprietary, so that Agent may seek a judicial order of protection if necessary.

19. **CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

20. **SUCCESSORS AND ASSIGNS**

The Owner, to the extent permitted by law, and the Agent each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

21. **SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

22. **ENTIRE AGREEMENT**

This Agreement contains the entire Agreement of both parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements between the parties.

23. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Agreement Representative Section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

**EXHIBIT A (the Property)**

The Benton Franklin Department of Human Services owns ten (10) manufactured homes at the Sundance Home Park at 925 North Elm Avenue, Pasco, Washington. The property descriptions are as follows:

**Lot #6**

Make: Marle  
Year: 1995  
Size: 14' x 56'  
Model: VINH010729

**Lot #7**

Make: Marle  
Year: 1995  
Size: 14' x 56'  
Model: VINHO10730

**Lot #8**

Make: Marle  
Year: 1995  
Size: 14' x 56'  
Model: VINHO10731

**Lot #9**

Make: Marle  
Year: 1996  
Size: 14' x 60'  
Model: VINHO12678

**Lot #57**

Make: Fuqua  
Year: 1997  
Size: 25' x 36'  
Model: VIN15704

**Lot #58**

Make: Fuqua  
Year: 1997  
Size: 25' x 36'  
Mode: VIN15703

**Lot #61**

Make: Fuqua  
Year: 1997  
Size: 25' x 36'  
Model: VIN15705

**Lot #67**

Make: Marle  
Year: 1996  
Size: 14' x 60'  
Model: VINHO12677

**Lot #68**

Make: Marle  
Year: 1996  
Size: 14' x 60'  
Model: VINHO12679

**Lot #72**

Make: Fuqua  
Year: 1997  
Size: 25' x 36'  
Model: VIN15707

The parties to this contract have accepted this contract as of the date(s) written below.

Bobbie Littrell  
Bobbie Littrell, Executive Director Date  
Housing Authority of the City of Pasco  
and Franklin County

\_\_\_\_\_  
Chair, Benton Co. Commissioners Date

Attest:

\_\_\_\_\_  
Clerk of the Board Date

Approved as to Content:

Carrie Ann Pasqua  
Department of Human Services

Approved as to Form:

[Signature]  
Benton Co Prosecutor's Office  
WSBA # 352648

Approved as to Form:

BUB  
Franklin Co Prosecutor's Office

[Signature] 3/30/09  
Chair, Franklin Co. Commissioners Date

Attest:

Mary Withers 3/30/09  
Clerk of the Board Date

h.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2009 118

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON:

APPROVAL OF AMENDMENT NUMBER 1 TO AGREEMENT #0863-38329 FROM THE DIVISION OF SOCIAL AND HEALTH SERVICES (DSHS) AMENDING THE PROCEDURE BY WHICH DSHS WILL ACCESS AND ADJUST THE LONG-TERM PAYABLE IT PROVIDES TO THE COUNTY

WHEREAS, the Division of Social and Health Services specifies the procedure by which DSHS will assess, and if necessary, adjust the Long-Term Payable it provides to the County for the year 2008-09; and

WHEREAS, the Division of Social and Health Services would like to extend the Agreement twelve months, from June 30, 2009, to June 30, 2010; and

WHEREAS, the Division of Social and Health Services desires to revise the name and address of the DSHS contact person;

NOW, THEREFORE, BE IT RESOLVED, the Benton and Franklin County Board of Commissioners hereby approves Amendment #1 to Agreement #0863-38329, from the Division of Social and Health Services (DSHS) amending the procedure by which DSHS will access and adjust the Long-Term Payable it provides to the county, amending Benton County Resolution 08-463 and Franklin County Resolution 2008-154, and authorizes the Chairman of their respective County to sign the amendment on behalf of their Board.

Dated this ..... day of ..... 2009.

Dated this 30<sup>th</sup> day of MARCH 2009.

Benton County Board of Commissioners

Franklin County Board of Commissioners

\_\_\_\_\_  
Chair, Benton Co. Commissioners

[Signature]  
Chair, Franklin Co. Commissioners

\_\_\_\_\_  
Chair Pro Tem

[Signature]  
Chair Pro Tem

\_\_\_\_\_  
Member  
Constituting the Board of County Commissioners,  
Benton County, Washington

[Signature]  
Member  
Constituting the Board of County Commissioners,  
Franklin County, Washington

Attest:

Attest:

\_\_\_\_\_  
Clerk of the Board

[Signature]  
Clerk of the Board

Originals: Benton County Commissioners  
Franklin County Commissioners  
Human Services



**COUNTY PROGRAM or INTERLOCAL  
LONG-TERM PAYABLE AGREEMENT**

DSHS CONTRACT NUMBER:  
0863-38329  
Amendment No. 0863-38329-01

**AMENDMENT**

This Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number  
Contractor Contract Number

CONTRACTOR NAME Benton County		CONTRACTOR doing business as (DBA)	
CONTRACTOR ADDRESS Benton Franklin Dept. of Human Services 7207 West Deschutes Avenue Kennewick, WA 99336-7777		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 035-000-971	DSHS INDEX NUMBER 1122
CONTRACTOR CONTACT Diana Ransom	CONTRACTOR TELEPHONE (509) 783-5284 Ext:	CONTRACTOR FAX (509) 783-5981	CONTRACTOR E-MAIL ADDRESS diana@bfdhs.org

DSHS ADMINISTRATION Executive Management and Operations	DSHS DIVISION Financial Services	DSHS CONTRACT CODE 6030CS-63
DSHS CONTACT NAME AND TITLE Antoinette Renshaw Financial Coordinator	DSHS CONTACT ADDRESS Blake Office Park West 4450 10th Ave SE Lacey, WA 98504-	
DSHS CONTACT TELEPHONE (360) 664-5759 Ext:	DSHS CONTACT FAX (360) 664-5775	DSHS CONTACT E-MAIL ADDRESS rensha@dshs.wa.gov

IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?  
No

CFDA NUMBERS

AMENDMENT START DATE 7/1/2009	CONTRACT END DATE 6/30/2010	
PRIOR MAXIMUM CONTRACT AMOUNT Based on Annual Review	AMOUNT OF INCREASE OR DECREASE \$0	TOTAL MAXIMUM CONTRACT AMOUNT Based on Annual Review

REASON FOR AMENDMENT;  
CHANGE OR CORRECT PERIOD OF PERFORMANCE

**ATTACHMENTS.** When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Amendment by reference:  
 Additional Exhibits (specify):

This Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original County Program Agreement or Interlocal Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original County Program Agreement or Interlocal Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Amendment, and have authority to enter into this Amendment.

Franklin County Commissioner Chair 	Printed Name and Title Rick Miller, Chair Franklin County Commissioners	Date Signed 3/30/09
Benton County Commissioner Chair	Printed Name and Title Max Benitz, Chair Benton County Commissioners	Date Signed
DSHS Signature 	Printed Name and Title Sheila R. Anderson, CCS Contracts Manager State of Washington DSHS	Date Signed
Approved as to form: 	Approved as to form: 	2009 118
Jonathan Young Benton County Prosecuting Attorney's Office DSHS Central Contract Services 6046 LF Long-Term Payable Amendment (2-4-09)	Ryan Verhulp Franklin County Prosecuting Attorney's Office	

This Agreement between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. DSHS extends the Agreement End Date twelve months from June 30, 2009, to June 30, 2010, as stated on Page One of this Amendment.
2. DSHS revises the DSHS Contact Name and Contact Address to Antoinette Renshaw, DSHS Financial Coordinator, as stated on Page One of this Amendment.

All other terms and conditions of this Agreement remain in full force and effect.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN THE HOMELESS HOUSING AND ASSISTANCE FUND, FUND NUMBER 0154-101.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington.

Attest: \_\_\_\_\_  
Clerk of the Board

cc: Commissioners; Auditor; File, Human Services

IVEY

## BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name: Homeless Housing & Assistance

Fund Nbr: 0154-101

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
559.200.	5142	Pass Through	\$25,232	559.200.	3110	Medical Supplies	\$2,616
				559.200.	4313	Tickets- Public Carrier	\$2,616
				559.200.	4509	Rentals	\$16,000
				559.200.	4701	Utilities	\$4,000
<b>TOTAL</b>			<b>\$25,232</b>	<b>TOTAL</b>			<b>\$25,232</b>

Explanation:

Human Services and the Homeless Housing Fund have a Housing Opportunities for Persons with Aids (HOPWA) contract with Spokane County for \$25,232. Please approve a line-item transfer to appropriate funds for expenditures. Further into the 2009 year, we will present the Board with a Supplemental Appropriation Request that will incorporate the corresponding revenue line-items into the budget.

Prepared by: Linda Ivey

Date: 01-Apr-2009

Approved

Denied

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

Chairman

Member

Member

2

**RESOLUTION**  
**BENTON COUNTY RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;**  
**IN THE MATTER OF APPROVING THE MODIFIED INDIGENT DEFENSE CONTRACT**  
**WITH RAYMOND GENE HUI FOR SERVICES IN DISTRICT COURT**

**WHEREAS**, Indigent Defense Coordinator Eric Hsu previously presented a contract, numbered BCDC0810RGH001, between Benton County and attorney Raymond Gene Hui for indigent defense services in District Court which was executed on or about February 23, 2009;

**WHEREAS**, contract #BCDC0810RGH001 contains a clerical error in the amount of the monthly compensation;

**WHEREAS**, this error has been discussed with attorney Raymond Gene Hui and he understands that the error is clerical and agrees to the modification of the monthly compensation to match that which is provided for other District Court attorneys;

**WHEREAS**, the annexed contract #BCDC0810RGH002 contains the corrected amount of monthly compensation;

**NOW THEREFORE,**

**BE IT RESOLVED**, that the annexed contract #BCDC0810RGH002 be executed.

"

Dated this ..... day of ....., 20....

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member  
Constituting the Board of County Commissioners,  
Benton County, Washington

Attest: .....  
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL  
REPRESENTATION TO INDIGENT PERSONS CHARGED WITH  
OFFENSES IN BENTON COUNTY DISTRICT COURT  
Contract #BCDC0910RGH002**

**THIS AGREEMENT** is entered into by and between Raymond Gene Hui, attorney at law admitted to practice law in the state of Washington, Washington State Bar Association #22821, ("Attorney") and Benton County, a political subdivision of the State of Washington (the County) for and on behalf of the Benton County District Court.

**THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:**

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the Counties to provide legal services to indigent persons charged with offenses in Benton County District court.

**NOW, THEREFORE,** for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **February 1, 2009**, and shall continue thereafter through and including the **31st day of December, 2010**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 710 ½ The Parkway, Richland, WA 993352. Attorney's current local office telephone and fax numbers are (509) 943-0654 and (509) 943-8565 respectively; and Attorney's current office/work e-mail address is rhuilaw@owt.com.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to

another location within the Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the County, the Indigent Defense Coordinator and the Benton County Prosecuting Attorney.

3. **ATTORNEY'S QUALIFICATIONS.** Attorney acknowledges and agrees that the County has an obligation to provide competent and effective legal counsel to indigent persons subject to proceedings in the Benton County District Court. Attorney shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by attorneys engaged in the defense of indigent defendants in the state of Washington and generally exercised by members of the Washington State Bar Association ("WSBA"). Without limitation in that regard, Attorney acknowledges and agrees that Attorney has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Attorney is appointed to represent under this Agreement.

a. As of the date of this Agreement, Attorney represents and warrants that Attorney is unconditionally licensed to practice law within the state of Washington; has had at least one (1) year of direct trial experience in felony, gross misdemeanor, and misdemeanor criminal defense or criminal prosecution matters; has not been found by a court of competent jurisdiction to have rendered ineffective assistance of counsel to a criminal defendant; has not been censored, admonished, or otherwise formally disciplined for past conduct or behavior that would negatively reflect on Attorney's duty and ability to effectively and competently render legal services hereunder; has not been suspended or disbarred from the practice of law in any state or jurisdiction at any time in the past; and does not have any bar association complaints/grievances filed and pending against him/her.

(i) This Agreement shall be subject to termination pursuant to paragraph 4 below in the event that Attorney's license to practice law in Washington is revoked or otherwise limited or restricted; in the event that a court of competent jurisdiction formally determines and expressly finds that Attorney has rendered ineffective assistance of counsel to any person; in the event that Attorney is censored, admonished, or otherwise formally disciplined for conduct or behavior that negatively reflects on Attorney's duty and ability to effectively and competently render legal services hereunder; or in the event that Attorney is suspended or disbarred from the practice of law in any other state or jurisdiction.

(ii) Attorney shall notify the County within one (1) business day if any event specified in paragraph 3.a.(i) above occurs or if any bar association complaint/grievance is filed against Attorney.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Attorney acknowledges and agrees that the County may conduct criminal history background check(s) on Attorney. Attorney acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. Attorney represents, warrants, and certifies that Attorney has read and fully understands the requirements of RCW 13.40.570 (sexual misconduct by state employees, contractors) and all sex offense crimes included in RCW Chapter 9A.44. Attorney shall comply with any and all applicable legal and/or administrative requirements relating to the documentation/reporting of sexual misconduct.

d. During each calendar year of the term of this Agreement, beginning in calendar year 2008, Attorney shall be required to obtain at least seven (7) hours of WSBA-qualified Continuing Legal Education ("CLE") credits in courses directly relating to Attorney's public defense practice under this Agreement. Attorney shall provide the Indigent Defense Coordinator with written proof and confirmation that such CLE credits have been obtained no later than by December 31<sup>st</sup> of each calendar year. Additionally, during each calendar year during the term of this Agreement, in addition to participating in any specialized training-related activity specified in RCW 10.101.060(1)(a)(iii) or otherwise specifically required by other applicable law or court rule, Attorney shall attend at least one (1) public defense services-related training seminar sponsored and/or approved by the Washington Office of Public Defense ("OPD"), and any CLE credit earned by Attorney by attending such training seminar(s) may be applied towards the above-mentioned minimum seven (7) hours. The County may provide Attorney's name and address to the OPD for purposes of the OPD notifying Attorney of any such upcoming training seminars. Attorney shall provide the Indigent Defense Coordinator with written proof and confirmation that such required training seminar has been attended by Attorney no later than by December 31<sup>st</sup> of each calendar year.

e. Attorney represents and warrants that, throughout the entire term of this Agreement, Attorney's private law practice caseload; Attorney's schedule; and Attorney's office resources, equipment, and support staff; will allow Attorney to competently undertake and effectively perform all services required under this Agreement. Attorney represents and warrants that Attorney's private law practice and schedule will not interfere with Attorney's ability to timely and efficiently perform such services including, without limitation, Attorney's ability to prepare for and attend regularly scheduled dockets.

4. **OTHER INDIGENT DEFENSE AGREEMENTS.** On or about the date of this Agreement, the County contemplates entering into separate and independent professional services agreements with other licensed attorneys to primarily provide criminal defense

services to persons in the Benton County District Court. Attorney agrees to fully cooperate and coordinate with said other attorneys, the District Court, and the Indigent Defense Coordinator to establish a process to effectuate the efficient and equitable distribution of case appointments between Attorney and said other attorneys (collectively the "District Court Criminal Defense Panel"). The Indigent Defense Coordinator shall have the inherent discretion and authority to monitor and control (and potentially modify/change) such process.

5. **SCOPE OF WORK.** During the term of this Agreement, Attorney shall appear at all regularly scheduled in-custody first appearance hearings for individuals charged with offenses in Benton County District Court. Attorney shall represent individual defendants appearing at these hearings as appropriate on a provisional basis and shall not be considered attorney of record for such defendants at any subsequent hearings or proceedings. During these hearings, Attorney shall, to the extent possible under logistical, resource, communication, legal and ethical constraints, address matters that lend themselves to relatively straight forward resolution at such hearings. Attorney's responsibilities under this Agreement is based on time expended (ie appearance at all District Court in-custody first appearance hearings) and shall not be limited by any maximum number of cases.

Attorney may arrange, with the consent of the Indigent Defense Coordinator, for cross coverage of the work contemplated by this contract, and in that regard, may complete work for other District Court indigent defense contract holders that are outside of the Scope of Work detailed herein. Provided that no additional compensation shall be provided to Attorney for any such cross coverage.

6. **CONTINUED REPRESENTATION – NO PRIVATE ENGAGEMENTS.**

Attorney's representation of individual defendants at in-custody first appearance hearings shall be on a provisional basis only, and Attorney shall have no contractual obligation to continued representation of such defendants at future hearings.

Attorney shall not accept compensation from any defendant whom Attorney provisionally represents at any in-custody arraignment for continued representation in the defendant's pending criminal case(s).

7. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Attorney shall not be required to, and Attorney shall not, absent a duly executed conflict waiver as required and contemplated by the Rules of Professional Conduct ("RPC"), represent any defendant if such representation would create a true and bona fide conflict of interest for Attorney or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to attorneys in the state of Washington.

8. **SCOPE OF REPRESENTATION; FILE RETENTION.** Attorney agrees to and shall represent all persons whom Attorney is appointed to represent hereunder with the same skill and commitment as Attorney exercises and expends when representing persons on a private and/or retained-fee basis. Without limitation in that regard, such representation shall include, where possible and appropriate, the investigation of the underlying facts, the research of all relevant law, interviewing of potential witnesses, retention and use of investigators and/or experts when warranted and necessary, appropriate communication with the client, review of potential plea alternatives, review of potential collateral consequences associated with a plea/conviction (e.g., potential immigration or civil commitment consequences), and the preparation for and appearance on behalf of the client during in-custody initial appearance proceedings as set out above.

a. Attorney shall compile and maintain appropriate case records or notes for each person whom Attorney is appointed for a period of no less than seven (7) years from the date on which the case or matter is fully and finally concluded or until an incarcerated represented person is released from incarceration, whichever date/event occurs last.

b. Upon Attorney pleading guilty or being convicted of any of the following-described offenses, Attorney shall notify the Indigent Defense Coordinator of such plea/conviction within seven (7) calendar days thereafter, and Attorney's failure to timely report within such timeframe shall constitute misconduct under this agreement and result in the immediate and automatic termination of this Agreement:

- (i) Any felony sex offense as defined in RCW 9.94A.030 and RCW 9A.44.130;
- (ii) Any crime specified in RCW Chapter 9A.44 when the victim was a juvenile in the custody of, or under the jurisdiction of, the Juvenile Rehabilitation Administration, Washington Department of Social and Health Services; and/or
- (iii) Any violent offense as defined in RCW 9.94A.030.

9. **MONTHLY COMPENSATION.** As compensation for Attorney's performance and rendering of independent professional legal services hereunder the County shall pay Attorney, as professional service attorney fees and not as employment salary/wages, the sum of \$4830.00 per month, payable on the last business day of each month unless and until otherwise agreed among the parties. Compensation is to be paid via warrant made payable to Raymond Gene Hui, attorney at law.

Compensation for subsequent contract years shall be established as follows:

- a. January 1, 2010, to December 31, 2010--\$5071.67 per month

10. **COSTS AND EXPENSES.**

- a. Attorney acknowledges and agrees that Attorney shall not be entitled to claim or receive any reimbursement/payment from the Counties for any law practice-related overhead costs or expenses incurred by Attorney during the course of rendering legal services under this Agreement (including, without limitation, costs and expenses associated with Attorney's office, office staff, office equipment/facilities, and/or other office or law practice-related resources).

- b. The County recognizes, however, that in certain circumstances the need may arise for Attorney to incur certain types of out-of-pocket expenses directly related to an indigent person's case such as private investigator fees, psychological or psychiatric evaluations, interpreter fees, scientific test fees, expert witness fees, and costs of out-of-area travel, meals and lodging.

- (i) Attorney shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Attorney shall not incur any such expense nor shall Attorney be entitled to be reimbursed for any such expense unless such expense has been pre-approved pursuant to ex-parte motion and court order (or other court-designated process) that expressly determines and finds that such expense is necessary and reasonable in accordance with applicable court rules, procedures, and standards. Such court order shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such order may nevertheless provide authorization for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Attorney for any court-approved expenditures and costs pertaining to case-related travel, meals, and lodging, any reimbursement to Attorney for such expenditures and costs shall not exceed the amounts that the County would be obligated to pay and reimburse to employees of the District Court under then-existing employee travel-related policies and rules.

- (ii) In addition to any other prerequisites imposed by court rules, procedures, or standards, as a precondition to Attorney being reimbursed for an expenditure under this paragraph, Attorney shall be required to submit a vendor warrant payment voucher to the County that identifies the specific expenditure(s) for which reimbursement is sought (exercising appropriate

discretion to protect client confidentiality given that such vouchers are matters of public record unless sealed by the court at Attorney's request) and that has attached thereto a copy of the court order(s) that specifically pre-approved and authorized such expenditure(s) (unless sealed by the court at Attorney's request) together with attached copies of all written payment receipts relating to such incurred expenditure(s) (unless sealed by the court at Attorney's request). Attorney's administrative time expended to prepare, submit, and process vouchers shall not be billable to the County. All payment vouchers and requests for reimbursement under this paragraph shall be subject to the court's review and final approval for payment. Attorney shall submit such payment vouchers to the Indigent Defense Coordinator within sixty (60) days of Attorney incurring the expense(s) for which reimbursement is sought, and the County shall have the right to deny payment of any voucher that is not timely submitted within said requisite sixty (60) day period.

11. **INDEMNIFICATION AND HOLD HARMLESS.** Attorney agrees to and shall fully indemnify the County and its elected/appointed representatives, officers, employees, and agents; and to hold the County and its elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Attorney's (or any person, employee, agent, contractor, or entity acting for or on behalf of Attorney or at Attorney's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of legal services to any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of its elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Attorney hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Attorney's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Attorney waives, with respect to the County only, any immunity that would otherwise be available to Attorney under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

12. **INSURANCE.**

a. Attorney shall obtain and maintain, at Attorney's sole cost and expense, a policy of professional liability insurance in an amount of not less than

\$1,000,000.00 per claim nor less than \$1,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than \$10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) or attorney(s) acting for or on behalf of Attorney in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Attorney (and/or such additional insureds) during the course of performing legal services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(ii) Attorney shall continuously maintain the professional liability insurance coverage required by this paragraph 15.a throughout the entire term of this Agreement, throughout any other longer time period during which Attorney is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Attorney has fully completed all services and duties required hereunder.

b. Contemporaneously with Attorney's execution of this Agreement, Attorney shall provide the County and its then-designated Risk Manager with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 12, and Attorney shall annually provide the Risk Manager with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

13. **COMPLAINTS; PERFORMANCE MONITORING.** In the event that an employee/representative of the County or the District Court receives an oral/written communication from a person represented by Attorney under this Agreement that in substance asserts an unresolved complaint about the legal services rendered to such person by Attorney, the employee/representative receiving such communication shall promptly request and obtain a written, dated, and signed statement from the person that describes and details the relevant facts and circumstances underlying and alleged in the complaint, copies of which shall promptly be provided to the County and the Indigent Defense Coordinator.

a. Upon receiving such complaint, the Indigent Defense Coordinator, without limitation to any other action the County may deem necessary/appropriate to pursue under this Agreement, shall immediately forward a copy of the complaint to Attorney and request and obtain Attorney's written, dated, and signed response

thereto (which Attorney shall prepare and provide to the County, the Indigent Defense Coordinator, and the represented person within five (5) business days). The Indigent Defense Coordinator shall immediately forward copies of the complaint and Attorney's response to the District Court Judges and Court Commissioners ("District Court Bench") for their review and action as they may deem necessary with Attorney and/or the represented person to address and resolve the complaint, and the disposition of the complaint shall be communicated to the represented person as soon as reasonably possible. The Indigent Defense Coordinator shall follow-up with the District Court Bench within five (5) business days thereafter to confirm that the complaint has been, or is in the process of being, addressed and disposed of.

(i). Additionally, during the term of this Agreement, in order to help ensure that indigent persons are consistently provided effective legal representation, and without limitation to any other means or methods of performance monitoring/evaluation the County may deem necessary/appropriate, Attorney acknowledges that the County has the right to periodically ask, without limitation, the District Court Bench and/or the Indigent Defense Coordinator and/or other attorneys and/or persons represented by Attorney to provide the Counties with an evaluation/assessment of the quality and effectiveness of Attorney's performance of legal services and related duties and obligations under this Agreement, however, such inquiry shall not be made of the person represented, absent a complaint from such person, during the course of representation.

#### 14. **TERMINATION.**

a. In addition to any other automatic termination provisions set forth in this Agreement, this Agreement shall automatically terminate in the event that Attorney is suspended/disbarred from the practice of law in Washington, effective without notice as of the date of suspension/disbarment. In such event, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County and/or the Benton-Franklin Office of Public Defense relating to the appointment of substitute legal counsel for any person(s) whom Attorney was appointed to represent hereunder.

Further, in the event that the District Court enters an order that prohibits or disqualifies Attorney from receiving any further appointments hereunder for any reason whatsoever, this Agreement shall automatically terminate without further notice as of the date such order is entered by the court. In the event that the court enters such an order because of unethical/unprofessional conduct by Attorney and/or because of Attorney's breach of this Agreement and the court determines at that time that the circumstances justify or require a substitution of appointed counsel for any person(s) whom Attorney was appointed to represent

hereunder, Attorney shall be liable up to \$5,000.00 for any additional costs or expenses incurred by the County and/or the Benton-Franklin Office of Public Defense relating to such substitute appointment(s).

b. In addition to the above-referenced automatic termination provisions, the County may elect to terminate this Agreement in the event Attorney fails for whatever reason to comply with any provision of this Agreement after giving Attorney ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Attorney's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

c. In addition to the foregoing provisions regarding termination, either party may elect to terminate this Agreement with or without cause or reason by providing the other party with sixty (60) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Attorney's obligation and duty to accept and complete cases appointed to Attorney, Attorney shall not be appointed any new cases during the last thirty (30) calendar days of said sixty (60) day notice period.

d. In any event, consistent with the provisions of paragraph 9 above and regardless of the manner in which this Agreement is terminated, Attorney acknowledges and agrees that Attorney shall not be entitled to receive any further compensation from the County in the event this Agreement is terminated; provided that, however, Attorney shall be entitled to be paid for all services duly performed by Attorney under this Agreement up to the date of termination.

15. **INDEPENDENT CONTRACTOR.** Attorney fully understands, acknowledges, and agrees that Attorney shall not be an agent, representative, or employee of the County or the District Court for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, rules, and/or regulations) and that Attorney, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Attorney's duties, responsibilities and obligations imposed under this Agreement, Attorney shall have sole and absolute discretion using Attorney's best professional legal judgment to determine the manner and means of providing the legal representation services required under this Agreement; and neither the County, the County's Indigent Defense Coordinator, nor the District Court shall have any authority or duty to directly control the actual performance of Attorney's professional services hereunder.

16. **NON-ASSIGNMENT AND TEMPORARY SUBSTITUTIONS.** Except as otherwise expressly provided in paragraphs 6 and 6 below, Attorney shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Attorney assign, subcontract out, or otherwise delegate any of Attorney's rights, responsibilities, or obligations under this Agreement.

a. Attorney and any of the other District Court Criminal Defense Panel members may mutually agree to make temporary, substitute appearances for each other on routine docket matters and routine court hearings on an as-needed basis as approved by the court and by the person being represented (if that person has previously discussed the case with his/her appointed attorney). Any compensation or consideration (if any) to be paid or given by Attorney to the other District Court Criminal Defense Panel members for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and said other panel members, and said other members shall not be entitled to receive any additional compensation from the Counties for such substitution(s).

b. In the event Attorney needs or desires to take up to a maximum of four (4) consecutive weeks (or such longer requested period of time as may be expressly pre-approved in writing by the Indigent Defense Coordinator on a case-by-case basis, in his/her sole and absolute discretion) leave of absence from the practice of law during the term of this Agreement and is unable to obtain the assistance of the other District Court Criminal Defense Panel members during such temporary absence, Attorney may seek and obtain the assistance of another Washington-licensed attorney to make temporary, substitute appearances for Attorney during such absence on routine docket matters and routine court hearings on an as-needed basis provided that Attorney and such other attorney jointly prepare, sign and file a written certification with the court (with a copy to be provided to the County and the Indigent Defense Coordinator) in all such matters and hearings that expressly certifies that such other attorney has reviewed this Agreement and fully meets all criteria, qualifications, and requirements under this Agreement to render legal services to indigent persons and provided further that such temporary substitution is expressly authorized on the court record by the court and the particular person(s) being represented by Attorney who is/are affected by such substitution of legal counsel.

(i) Any compensation or consideration (if any) to be paid or given by Attorney to such other attorney for such substitution(s) shall be a matter of direct negotiation and agreement between Attorney and such other attorney, and such other attorney shall not be entitled to receive any compensation from the County for such substitution(s).

(ii) Attorney shall be responsible to ensure that such other attorney fully complies with all terms and conditions of this Agreement during such temporary absence period

(including, without limitation, the requirement to maintain the insurance coverage specified in paragraph 17 above), and Attorney shall be liable for any damages or losses sustained as a result of such other attorney's non-compliance with the terms and conditions of this Agreement.

17. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified attorney to replace and succeed Attorney in representing indigent persons charged with felonies in Benton County District Court or may consider alternative methods to maintain appropriate service to indigent defendants under the contract.

18. **OTHER APPOINTMENTS.** Attorney shall not enter into any contract/arrangement to perform prosecution services in any court or jurisdiction. Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may enter into a part-time contract/arrangement to receive public defense appointments in another court or jurisdiction, provided that, and on the indispensable condition that, Attorney's duties and obligations under said part-time contract/arrangement will not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement.

19. **TEMPORARY JUDICIAL SERVICE.** Subject to, and without limiting/waiving, Attorney's duties and obligations under this Agreement, Attorney may temporarily serve as a judge pro tem in any court other than District Court, provided that, and on the indispensable condition that, it would not conflict with or interfere with Attorney's ability to timely and effectively perform Attorney's duties and obligations under this Agreement. Any potential exceptions to the foregoing limitations on Attorney serving as a judge pro tem would be strictly on a case-by-case basis and would be strictly subject to Attorney obtaining the Indigent Defense Coordinator's prior express approval and authorization, which decision shall be decided on a case-by-case basis in the Indigent Defense Coordinator's sole and absolute discretion. Any judicial services rendered by Attorney under this paragraph shall fully comply with all applicable Rules of Professional Conduct and Judicial Canons.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

21. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

22. **GOVERNING LAW.** This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

23. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Attorney's heirs, legal/personal representatives, successors, and assigns.

24. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

25. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

26. **DISPUTE RESOLUTION.**

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The County shall pay one-half of the mediator's fees and expenses, and Attorney shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration in the Tri-Cities, Washington. A single arbitrator shall be selected by agreement of the

parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The County shall pay one-half of the fees and expenses of the arbitrator(s), and Attorney shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Benton-Franklin Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in superior court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in superior court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

27. **NOTICES.**

a. Any notices required or permitted to be given by Attorney to the County under this Agreement shall be in writing and shall be personally delivered to the Benton County Board of Commissioners or mailed to the Benton County Board of Commissioners via certified U.S. mail, postage prepaid, at the Boards' following respective addresses:

Benton County Board of Commissioners  
620 Market St.  
Prosser, WA 99350

With a mandatory complete copy of any such notices to also be provided to:

Jacki Lahtinen  
Benton County District Court Administrator  
7122 West Okanogan Place, Bldg. A  
Kennewick, WA 99336

Eric Hsu  
Indigent Defense Coordinator  
Benton-Franklin Office of Public Defense  
7122 W. Okanogan Place, Bldg. A  
Kennewick, WA 99336

b. Any notices required or permitted to be given by the County to Attorney under this Agreement shall be in writing and shall be personally delivered to Attorney or mailed to Attorney via certified U.S. mail, postage prepaid, at Attorney's office address specified and set forth in paragraph 2 above.

c. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

d. For purposes of clarity, whenever the terms of this Agreement require Attorney to provide "the County" with certain information or notice, such information or notice shall be provided to the Benton County Board of Commissioners unless this Agreement expressly mandates that such information or notice also be provided to some other person/entity.

28. **LEGAL COMPLIANCE.** Attorney agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Attorney's pursuit and performance of activities under this Agreement. Without limitation in that regard, Attorney shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Attorney shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policies that no person will be subjected to discrimination by the Counties or their contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

29. **PUBLIC INDIGENT DEFENSE COORDINATOR.** Attorney acknowledges that the County has employed an Indigent Defense Coordinator ("IDC") to coordinate, monitor, and evaluate the performances and compliance of independent contractor attorneys (like Attorney) under public indigent defense agreements with the County. Attorney further acknowledges that the County will have the right and discretion to direct and have the acting IDC assume and fulfill various roles and functions under this Agreement. Though the IDC will not have or attempt to exercise direct control over the manner and means in which Attorney provides legal services under this Agreement, Attorney agrees to reasonably cooperate and promptly comply with reasonable requests from the IDC to allow for the effective monitoring and evaluation of Attorney's performance under and compliance with this Agreement.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

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**PROFESSIONAL SERVICES AGREEMENT Contract #BCDC0910RGH002**

**IN WITNESS WHEREOF**, the parties hereto have entered into and executed this Agreement on the date set forth below.

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

Date: 3-26-09

BENTON COUNTY

ATTORNEY

\_\_\_\_\_  
Chairman

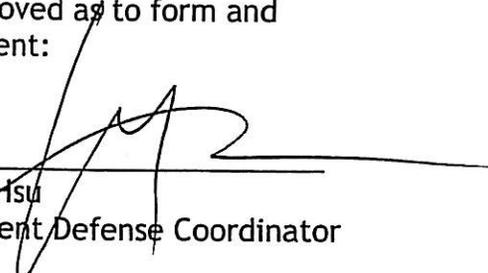
\_\_\_\_\_  


Raymond Hui

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Approved as to form and content:

  
\_\_\_\_\_  
Eric Hsu  
Indigent Defense Coordinator

K.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 4/6/09 Subject: Speaker Contract Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution <u>  X  </u> Pass Ordinance Pass Motion Other	Consent Agenda <u>  X  </u> Public Hearing 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

See attached Benton County Guest Speaker Contract between Connie Poulsen and Benton County. Ms. Poulsen conducted a team building workshop for a department within Benton County.

**RECOMMENDATION**

Having been reviewed by Melina Wenner, Personnel/Risk Manager, and Jonathan Young, Civil DPA, we recommend the agreement be signed.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:**

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE GUEST SPEAKER AGREEMENT BETWEEN CONNIE POULSEN AND BENTON COUNTY FOR A TEAM BUILDING WORKSHOP.**

**BE IT RESOLVED** that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the attached guest speaker agreement for a Team Building Workshop for Benton County.

Dated this ..... day of ....., 20....

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

cc: Personnel, Auditor

## BENTON COUNTY GUEST SPEAKER CONTRACT

Benton County ("COUNTY"), by and through the Benton County Personnel Department, and Connie Poulsen ("GUEST SPEAKER"), agree that the GUEST SPEAKER will furnish services for the COUNTY. It is understood and agreed that the GUEST SPEAKER possesses distinct skills/experience for performing the services described below; that COUNTY contracts for said services, that GUEST SPEAKER understands and believes the services are being performed upon the following terms and conditions:

**TITLE OF PRESENTATION:** Team Building Training

**FEE PER PRESENTATION:** \$2000.00

**MAXIMUM COMPENSATION:** \$2000.00

**DATE(S) OF PRESENTATION:** February 23, 2009 – February 24, 2009

**DURATION OF CONTRACT:** From February 23, 2009 to March 23, 2009, but in any case not to exceed one year from date of execution.

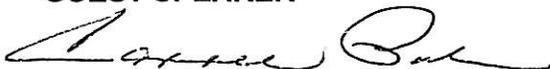
**INDEPENDENT CONTRACTOR:** The parties agree that GUEST SPEAKER is an independent contractor, and not an employee nor agent of Benton County. GUEST SPEAKER agrees not to make any representations to any third party, nor to allow such third party to remain under the misinterpretation that GUEST SPEAKER is an employee or agent of Benton County.

**LIABILITY COVERAGE:** The GUEST SPEAKER will not be an insured party under any applicable liability coverage obtained by the COUNTY covering the activities performed by the GUEST SPEAKER pursuant to this contract.

**TERMINATION OF CONTRACT:** The COUNTY may terminate this contract by written notice with or without cause. Said termination will be effective at the time stated in the written notice.

**DATE:** March 26, 2009

### GUEST SPEAKER



Guest Speaker's Signature

Connie Poulsen

Print name

403 Lakeside Dr.

Mailing Address

Saginaw WA 98382

City, State & Zip (Print)

(360) 477-2559

Day Phone

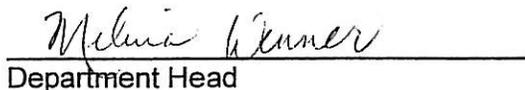
Home Phone

(Please provide copy of W-9)

All information must be completed for contract to be valid.

Guest Speaker Contract

### APPROVED FOR BENTON COUNTY



Department Head

Chairman of the Board of Benton County Commissioners

  
(Approved as to form by the Benton County  
Prosecuting Attorney's Office)

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <i>Constance K. Poulsen</i>	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person <i>Constance K. Poulsen</i>	Date <i>3-26-09</i>
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### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Return to: Benton County Engineer  
P.O. Box 1001  
Prosser, WA 99350

## RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:**

IN THE MATTER OF COUNTY ROADS, RE: DISSOLVING COUNTY ROAD IMPROVEMENT  
DISTRICT #20

WHEREAS, on November 24, 2008, the Board of County Commissioners approved Resolution 08-946 forming County Road Improvement District (CRID) #20, and

WHEREAS, after reviewing potential financing options with bonding agencies, it has become apparent that expectation of selling bonds in today's market to finance the CRID is unreasonable and the project would need to be delayed until market and bonding conditions improve, and

WHEREAS, time being of the essence to the landowner, the landowner has proposed constructing the roads without the use of a CRID process, and

WHEREAS, said action requires the dissolution of CRID #20, NOW, THEREFORE,

BE IT RESOLVED that the Board of County Commissioners concurring with the landowner's proposed course of action hereby rescinds Resolution 08-946.

BE IT FURTHER RESOLVED that County Road Improvement District #20 is hereby dissolved.

Dated this 6<sup>th</sup> day of April 2009.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

m.

Return to:  
Benton County Public Works  
P.O. Box 1001  
Prosser, WA 99350

## RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:**

IN THE MATTER OF COUNTY ROADS RE: THE VACATION AND  
ABANDONMENT OF ROAD RIGHT OF WAY OF RIEK ROAD, CE 1526 CRP, IN  
SECTION 26 AND ALSO IN SECTION 35, TOWNSHIP 8 NORTH, RANGE 30 EAST,  
W.M.

WHEREAS, Resolution No. 09-157 dated March 2, 2009 scheduled a public hearing for  
March 30, 2009 to consider the request of Benton County Public Works to vacate the  
following described right of way within Benton County:

The right of way requested for vacation and abandonment is a 50.00' wide strip of  
land described as:

The South 30 feet of Section 26, Township 8 North, Range 30 East, lying East of  
Finley Road right of way and West of CR-397 (I-82) right of way, and

The North 20 feet of Section 35, Township 8 North, Range 30 East; an lying east of  
Finley Road Right of way and West of CR-397 (I-82) right of way, and

WHEREAS, during the vacation hearing the County Engineer reported that the South 30  
feet of Section 26, Township 8 North, Range 30 East, was granted to Benton County by  
Deed No. 338627 on April 19, 1955; and

WHEREAS, the North 20 feet of Section 35, Township 8 North, Range 30 East, was  
granted to Benton County by Waiver 0308 on August 7, 1905, recorded in 1987; and

BE IT RESOLVED that the following described right of way be vacated and abandoned:

The right of way requested for vacation and abandonment is a 50.00' wide strip of land described as:

The South 30 feet of Section 26, Township 8 North, Range 30 East, lying East of Finley Road right of way and West of CR-397 (I-82) right of way; and

The North 20 feet of Section 35, Township 8 North, Range 30 East; lying east of Finley Road Right of way and West of CR-397 (I-82) right of way, and

Subject to: The North 10 feet of the South 30 feet of Section 26, lying east of Finley Road right of way and West of CR-397 (I-82) right of way; and the South 15 feet of the North 20 feet, lying east of Finley Road right of way and West of CR-397 (I-82) right of way being retained as utility easements.

Dated this 6<sup>th</sup> day of April, 2009.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington.

RBD:LSS

n.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:**

IN THE MATTER OF COUNTY ROADS, RE: PLAT ROADS FOR COTTONWOOD  
ESTATES, CE 1900 CRP,

WHEREAS, plans and specifications for the above referenced project, having been signed by the  
County Engineer, are hereby presented for approval to the Board of County Commissioners;  
NOW, THEREFORE

BE IT RESOLVED that the plans be and hereby are approved and that the Chairman is  
authorized to sign Sheet One of Four for Cottonwood Estates, CE 1900 CRP.

Dated this 6<sup>th</sup> day of April 2009.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:lss

0.

# R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF ONE(1) NEW PICKUP MOUNTED TOOL TRAY

WHEREAS, by resolution dated February 23, 2009, bid call was authorized for ERR Purchase of One (1) NEW PICKUP MOUNTED TOOL TRAY; and

WHEREAS, bids were received as set forth in the attached tabulation; and

WHEREAS, the County Engineer recommends award of the contract to Tri-Van Truck Body, LLC., Ferndale, Washington; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County with One (1) NEW PICKUP MOUNTED TOOL TRAY be awarded to Tri-Van Truck Body, LLC. in the amount of \$7,504.75, plus Washington State Sales Tax in the amount of \$622.89; and

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to proceed with the purchase.

Dated this 6th day of April, 2009.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington.

RBD:LJM:dlh

LOCATION: BENTON COUNTY

LET BY: BOARD OF COUNTY COMMISSIONERS

RE: ONE NEW PICKUP MOUNTED TOOL TRAY

DATE: March 17, 2009, 11:00 a.m., Local Time

Firm Name and Address	Make and Model	Delivery	Bid Price	Sales Tax	TOTAL
TRI-VAN TRUCK BODY, LLC. 1385 West Smith Road Ferndale, WA 98248	2009 Highway Products Surveyor Slide 2000XT Cargo Tray	20 Working Days	\$ 7,504.75	8.3% 622.89	\$ 8,127.64
CANYON TRUCK-UPFITTERS, LLC. 15881 Robber Place Coldwell, ID 83607	Highway Products Ford Pickup Tool Tray	5 Weeks	\$ 7,560.00	8.3% 627.48	\$ 8,187.48
HIGHWAY PRODUCTS, INC. 7905 Agate Road White City, OR 97503	Ford Pickup Short Bed	20 Working Days	\$ 7,958.90	8.3% 660.59	\$ 8,619.49
			\$ -	-	\$ -
			\$ -	-	\$ -

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: C.E. 1722 CRP, WEBBER CANYON ROAD RAILROAD UNDERCROSSING;

WHEREAS, a Local Agency Agreement, Federal Aid Project Prospectus, and Environmental Classification Summary has been prepared for construction funding for CE 1722 CRP Webber Canyon Road Railroad Undercrossing; NOW, THEREFORE,

BE IT RESOLVED, that the Chairman is authorized to sign said Agreement, Prospectus and Environmental Classification Summary on behalf of Benton County.

Dated this 30th day of March, 2009.

\_\_\_\_\_  
Chairman.

\_\_\_\_\_  
Chairman Pro-Tem.

Attest: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Member.

Constituting the Board of County Commissioners  
of Benton County, Washington.

RBD:BLT:dlh

# Local Agency Agreement

Agency BENTON COUNTY  
 Address P.O. BOX 1001  
PROSSER, WA 99350

**CFDA No. 20.205**  
 (Catalog of Federal Domestic Assistance)  
 Project No. \_\_\_\_\_  
 Agreement No. \_\_\_\_\_  
 For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) Office of Management and Budget Circulars A-102, A-87 and A-133, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

**Project Description**

Name BNSF RAILWAY OVER WEBBER CANYON ROAD STRUCTURE Length NA  
 Termini RAILROAD STRUCTURE FOR UNDERCROSSING ONLY

**Description of Work**

Proposed work consists of construction of a railroad undercrossing structure. Construction materials will consist of prestressed concrete units, precast concrete pile caps, and steel piling. Minimal excavation will be required. The remainder of the earthwork excavation and construction of the road under the structure will be included in Phase 3, which consists of the Kiona Roads and the connecting Webber Canyon Road.

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
<b>PE</b>			
_____ % a. Agency			
b. Other			
c. Other			
Federal Aid Participation Ratio for PE d. State			
e. Total PE Cost Estimate (a+b+c+d)			
<b>Right of Way</b>			
_____ % f. Agency			
g. Other			
Federal Aid Participation Ratio for RW h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)			
<b>Construction</b>			
k. Contract			
l. Other BNSF RAILROAD	1,849,330.00		1,849,330.00
m. Other			
n. Other			
100 % o. Agency	241,940.00		241,940.00
Federal Aid Participation Ratio for CN p. State	5,000.00		5,000.00
q. Total CN Cost Estimate (k+l+m+n+o+p)	2,096,270.00		2,096,270.00
r. Total Project Cost Estimate (e+j+q)	2,096,270.00		2,096,270.00

**Agency Official**  
 By \_\_\_\_\_  
 e CHAIRMAN, BOARD OF BENTON COUNTY  
COMMISSIONERS

**Washington State Department of Transportation**  
 By \_\_\_\_\_  
 Assistant Secretary for Highways and Local Programs  
 Date Executed \_\_\_\_\_

**Construction Method of Financing** (Check Method Selected)

**State Ad and Award**

- Method A - Advance Payment - Agency Share of total construction cost (based on contract award)
- Method B - Withhold from gas tax the Agency's share of total construction cost (line 4, column 2) in the amount of \$ \_\_\_\_\_ at \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

**Local Force or Local Ad and Award**

- Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

\_\_\_\_\_, \_\_\_\_\_, Resolution/Ordinance No. \_\_\_\_\_

**Provisions**

**I. Scope of Work**

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

**II. Delegation of Authority**

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

**III. Project Administration**

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

**IV. Availability of Records**

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

**V. Compliance with Provisions**

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

In the event that right of way acquisition, or actual construction of the road, for which preliminary engineering is undertaken is not started by the closing of the tenth fiscal year following the fiscal year in which the agreement is executed, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

**VI. Payment and Partial Reimbursement**

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, and Office of Management and Budget circulars A-102, A-87 and A-133. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in the federal Office of Management & Budget (OMB) circular A-87, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

**I. Project Construction Costs**

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

**Method A** – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

**Method B** – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

**Method C** – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project.

The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

#### **II. Audit of Federal Consultant Contracts**

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and Office of Management and Budget Circular A-133.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

#### **VIII. Single Audit Act**

The Agency, as a subrecipient of federal funds, shall adhere to the federal Office of Management and Budget (OMB) Circular A-133 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of OMB Circular A-133. Upon conclusion of the A-133 audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

#### **IX. Payment of Billing**

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed the Assistant Secretary for Highways and Local Programs.

#### **X. Traffic Control, Signing, Marking, and Roadway Maintenance**

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

#### **XI. Indemnity**

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

#### **XII. Nondiscrimination Provision**

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government, or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

### **XIII. Liquidated Damages**

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

### **XIV. Termination for Public Convenience**

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary determines that such termination is in the best interests of the State.

### **XV. Venue for Claims and/or Causes of Action**

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

### **XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying**

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **Additional Provisions**



Federal Aid Project Number	Prefix HHP-0082-(007)	Route A031	( ) (002)	Date	03-30-2009
Local Agency Project Number			(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001296

Agency BENTON COUNTY		Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title BNSF RAILWAY OVER WEBBER CANYON ROAD STRUCTURE		Start Latitude N46°14'59"	Start Longitude W119°28'33"		
Project Termini From RAILROAD UNDERCROSSING ONLY		End Latitude NA	End Longitude NA		
From: NA To: NA		Length of Project NA	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Federal Agency <input checked="" type="checkbox"/> FHWA <input type="checkbox"/> Others		City Number NA	County Number 03	County Name BENTON	WSDOT Region South Central Region
Congressional District 4TH	Legislative Districts 16TH	Urban Area Number NA	TMA / MPO / RTPO BFCG		

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.					
R/W					
Const.	\$2,096,270	\$0	\$2,096,270	04	2009
Total	\$2,096,270	\$0	\$2,096,270		

**Description of Existing Facility (Existing Design and Present Condition)**

Roadway Width NONE	Number of Lanes NONE
-----------------------	-------------------------

Proposed railroad undercrossing is new alignment. No existing road or structure exist at this location. Existing railroad bed is composed of fill.

**Description of Proposed Work**

Description of Proposed Work (Attach additional sheet(s) if necessary)

Proposed work consists of construction of a railroad undercrossing structure. Construction materials will consist of prestressed concrete units, precast concrete pile caps, and steel piling. Construction will only include, piling, pile caps, and superstructure. Roadway excavation under the structure will be completed in the next phase.

Local Agency Contact Person Ross B. Dunfee	Title Benton County Engineer/Public Works Director	Phone 509-786-5611
Mailing Address P. O. BOX 1001	City PROSSER	State WA
		Zip Code 99350

Project Prospectus Approval

By \_\_\_\_\_ Title Chairman, Benton County Comm, Date \_\_\_\_\_

Approving Authority \_\_\_\_\_

Agency BENTON COUNTY	Project Title BNSF RAILWAY OVER WEBBER CANYON	Date 03-30-2009
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Type of Proposed Work			Roadway Width	Number of Lanes
Project Type (Check all that Apply)			NA	NA
<input type="checkbox"/> New Construction	<input type="checkbox"/> Path / Trail	<input type="checkbox"/> 3-R		
<input type="checkbox"/> Reconstruction	<input type="checkbox"/> Pedestrian / Facilities	<input type="checkbox"/> 2-R		
<input type="checkbox"/> Railroad	<input type="checkbox"/> Parking	<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> Bridge				

Geometric Design Data		
Description	Through Route	Crossroad
<b>Federal Functional Classification</b>	<input type="checkbox"/> Urban	<input type="checkbox"/> Urban
	<input type="checkbox"/> Rural	<input type="checkbox"/> Rural
	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Access Street/Road
Terrain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	NA	
Design Speed	NA	
Existing ADT	NA	
Design Year ADT	NA	
Design Year	NA	
Design Hourly Volume (DHV)	NA	

Performance of Work		
Preliminary Engineering Will Be Performed By CONSULTANT - COMPLETED	Others 100 %	Agency %
Construction Will Be Performed By BURLINGTON NORTHERN SANTA FE RAILROAD	Contract 100 %	Agency %

Environmental Classification	
<input checked="" type="checkbox"/> Final	<input type="checkbox"/> Preliminary
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE)
<input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement	

**Environmental Considerations**

A Local Agency Environmental Classification Summary has already been completed and approved for the Webber Canyon Road Realignment, which included this structure. Due to cost the project was broken up into phases. The majority of the road project was Phase I, The Railroad Bridge Structure was Phase 2, and the Roads in Kiona connecting to the new alignment were included in Phase 3. A SEPA Checklist determined the project was Non-Significant. The Local Agency Environmental Classification Summary was signed and dated August 15, 2006.

Agency BENTON COUNTY	Project Title BNSF RAILWAY OVER WEBBER CANYON	Date 03-30-2009
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**Right of Way**

<input checked="" type="checkbox"/> No Right of Way Required * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Required <input type="checkbox"/> No Relocation	<input type="checkbox"/> Relocation Required
---	--	--

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project  
 There are no utilities to be relocated within this phase of the project. The BNSF Railroad personal will be constructing the railroad bridge.

FAA Involvement  
 Is any airport located within 3.2 kilometers (2 miles) of the proposed project?       Yes     No

Remarks  
 The original application for funding was made under the title of: IMPLEMENTING RED MOUNTAIN AREA VISION TRANSPORTATION PLAN of which there were 6 distinct phases. Phase 4 of that plan has now been divided into 3 Phases due to funding constraints:  
 Phase 1 of that project was the reconstruction of 3.5 miles of Webber Canyon Road.(CURRENTLY  
 Phase 2 of that project was the BNSF Railroad Underpass.  
 Phase 3 was the Kiona Roads that will connect the existing Webber Canyon with the new alignment and underpass.  
 This Project Prospectus is for Phase 2 of the Original Phase 4.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency BENTON COUNTY

Date \_\_\_\_\_

By \_\_\_\_\_  
 Mayor/Chairperson



Part 1 Project Description			
Federal Aid Project Number STPR	Route A031 (002)	Date 3/30/2009	Intent of Submittal <input type="checkbox"/> Preliminary <input checked="" type="checkbox"/> Final <input type="checkbox"/> Re-Evaluate
Agency BENTON COUNTY		Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other	
Project Title BNSF RAILWAY OVER WEBBER CANYON ROAD STRUCTURE (PHASE 2)			
Beginning MP <u>NA</u>	Townships <u>19</u>		
Ending MP <u>NA</u>	Ranges <u>9</u>		
Miles <u>NA</u>	Sections <u>27</u>		
County BENTON COUNTY			
Project Description - Describe the proposed project, including the purpose and need for the project. Proposed work consists of construction of a railroad undercrossing structure. Construction materials will consist of prestressed concrete units, precast concrete pile caps, and steel piling. Construction will only include, piling, pile caps, and superstructure. Roadway excavation under the structure will be completed in the next phase.			

Part 2 Environmental Classification	
<p style="text-align: center;"><b>NEPA</b></p> <p><input type="checkbox"/> Class I - Environmental Impact Statement (EIS)</p> <p><input checked="" type="checkbox"/> Class II - Categorical Excluded (CE)</p> <p>CE Type (from 23 CFR 771.117) _____</p> <p><input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE) (LAG 24.22)</p> <p><input type="checkbox"/> Programmatic CE MOU</p> <p><input type="checkbox"/> Class III - Environmental Assessment (EA)</p>	<p style="text-align: center;"><b>SEPA</b></p> <p><input type="checkbox"/> Categoricaly exempt per WAC 197-11-800</p> <p><input checked="" type="checkbox"/> Determination of Non-Significance (DNS)</p> <p><input type="checkbox"/> Environmental Impact Statement (EIS)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Adoption ,</p> <p style="margin-left: 20px;"><input type="checkbox"/> Addendum</p> <p style="margin-left: 20px;"><input type="checkbox"/> Supplemental (For informational purpose only)</p>

**NEPA Approval Signatures**

Local Agency Approving Authority	Date
Regional Local Programs Engineer	Date
Highways and Local Programs Environmental Engineer	Date
Federal Highway Administration	Date

Completed By (Print Official's Name) BRYAN THORP	Telephone (include area code) 509-786-5611	Fax (include area code) 509-786-5627
		E-mail bryan.thorp@co.benton.wa.us

### Part 3 Permits and Approvals Required

Yes	No	Permit or Approval	Yes	No	Permit or Approval
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Corps of Engineers <input type="checkbox"/> Nationwide Type <input type="checkbox"/> Individual Permit No. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Rights Permit
<input type="checkbox"/>	<input type="checkbox"/>	Sec. 10 <input type="checkbox"/> Sec. 404	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Quality Certification - Sec. 401 Issued by _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coast Guard Permit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tribal Permit(s), (If any) _____ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coastal Zone Management Certification	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Permits (List): _____ _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Critical Area Ordinance (CAO) Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ROW Acquisition Required
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Forest Practice Act Permit	<input type="checkbox"/>	<input type="checkbox"/>	Is relocation required?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hydraulic Project Approval	<input type="checkbox"/>	<input type="checkbox"/>	Is a detour required?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local Building or Site Development Permits			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Local Clearing and Grading Permit			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	National Pollutant Discharge Elimination System (NPDES) Baseline General for Construction			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Shoreline Permit			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Waste Discharge Permit			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	TESC Plans Completed			

### Part 4 Environmental Considerations

**Will the project involve work in or affect any of the following? Identify proposed mitigation. Attach additional pages or supplemental information if necessary.**

**1. Air Quality - Identify any anticipated air quality issues.**

Is the project included in the Metropolitan Transportation Plan?  Yes  No

If Yes, date Metropolitan Transportation Plan was adopted. \_\_\_\_\_

Is the project located in an Air Quality Non-Attainment Area or Maintenance Area (for carbon monoxide, ozone, or PM10)?  Yes  No

Is the project exempt from Air Quality conformity requirements?  Yes  No

If yes, identify \_\_\_\_\_

**2. Critical/Sensitive Areas - Identify any known Critical or Sensitive Areas as designated by local Growth Management Act ordinances.**

a. Is this project within an Aquifer Recharge Area, Wellhead Protection Area, or Sole Source Aquifer?  Yes  No

If located within a sole source aquifer, is the project exempt from EPA approval?  Yes  No

If yes, please list exemption \_\_\_\_\_

If no, date of EPA approval \_\_\_\_\_

b. Is this project located in a Geologically Hazardous Area?  Yes  No

If so, please describe \_\_\_\_\_

c. Will this project impact Species/Habitat other than ESA listed species?  Yes  No

Explain your answer. \_\_\_\_\_

Is the project within Bald Eagle nesting territories, winter concentration areas or bald eagle communal roosts?  Yes  No

Will blasting, pile driving, concrete saw cutting, rock drilling, or rock scaling activities occur within one-mile of a bald eagle nesting area?  Yes  No

d. Are wetlands present within the project area?  Yes  No If Yes, estimated area of impact in acre(s): \_\_\_\_\_  
(Please attach a copy of the proposed mitigation plan)

**Part 4 Environmental Considerations - Continued**

**3. Cultural Resources/Historic Structures** - Identify any historic, archaeological, or cultural resources present with the project's area of potential effects.

Does the project fit into any of the exempt types of projects listed in LAG Sect. 24.8?  Yes  No  
If Yes, note exemption below.

If No: Date of DAHP concurrence \_\_\_\_\_  
Date of Tribal consultation(s) (if applicable) \_\_\_\_\_  
Adverse affects on cultural/historic resources?  Yes  No  
If Yes, date of approved Section 106 MOA \_\_\_\_\_

**4. Flood Plains or Ways**

Is the project located in a 100-year flood plain?  Yes  No  
If yes, is the project located in a 100-year floodway?  Yes  No  
Will the project impact a 100-year flood plain?  Yes  No (If Yes, describe impacts.)

**5. Hazardous and Problem Waste** - Identify potential sources and type.

Does this project require excavation below the existing ground surface?  Yes  No  
Is this site located in an undeveloped area (i.e., no buildings, parking or storage areas, and agriculture (other than grazing), based on historical research?  Yes  No  
Is this project located within a one-mile radius of a site of a Confirmed or Suspected Contaminated Sites List (CSCSL) maintained by Department of Ecology?  Yes  No  
Is this project located within a 1/2-mile radius of a site or sites listed on any of the following Department of Ecology Databases?  
 Voluntary Cleanup Program (VCP)  
 Underground Storage Tank (UST)  
 Leaking Underground Storage Tank (LUST)  
Has site reconnaissance (windshield survey) been performed?  Yes  No  
If so identify any properties not identified in the database search that may affect the project (name, address and property use).

Based on the information above and project specific activities, is there a potential for the project to generate contaminated soils and/or groundwater?  Yes  No  
If yes, explain:

If you answered yes to any of the questions in Section 5. Hazardous/Waste, contact your Region LPE for assistance before continuing with this form.

**Part 4 Environmental Considerations - Continued**

**6. Noise**

Does this project involve constructing a new roadway?  Yes  No

Is there a change in the vertical or horizontal alignment of the existing roadway?  Yes  No

Does this project increase the number of through traffic lanes on an existing roadway?  Yes  No

Is there change in the topography?  Yes  No

Are auxiliary lanes extending 1-1/2 miles or longer being constructed as part of this project?  Yes  No

If you answered yes to any of the preceding questions, identify and describe any potential noise receptors within the project area and subsequent impacts to those noise receptors. (Please attach a copy of the noise analysis.)

There are no sensitive receptors located within the project area.

If impacts are identified, describe proposed mitigation measures.

None

**7. Parks, Recreation Areas, Wildlife Refuges, Historic Properties, Wild and Scenic Rivers/Scenic Byways, or 4 (f)/6 (f).**

a. 4(f) Please Identify any properties within the project limits and areas of impacts.

None

b. 6(f) Please Identify any properties within the project limits and areas of impact.

None

c. Please list wild scenic rivers and scenic byways.

None

**8. Resource Lands - Identify any of the following resource lands within 300 feet of the project limits and those otherwise impacted by the project.**

a. Agricultural Lands  Yes  No

Describe Impacts

The area being utilized for this project all lies within the Burlington Northern Santa Fe Railroad Right of Way.

If present, is resource considered to be prime and unique farmland?  Yes  No

If Yes, date of approval from Natural Resources Conservation Service (NRCS) \_\_\_\_\_

b. Forest/Timber  Yes  No

Describe Impacts

c. Mineral  Yes  No

Describe Impacts

**Part 4 Environmental Considerations - Continued**

**9. Rivers, Streams (Continuous, Intermittent), or Tidal Waters**

a. Identify all waterbodies within 300 feet of the project limits or that will otherwise be impacted.

Fisheries WA Stream No. None  
(if known)

Ecology 303d Report No. \_\_\_\_\_

Reason for 303d listing \_\_\_\_\_

Date of Report \_\_\_\_\_

Waterbody common name \_\_\_\_\_

b. Identify stream crossing structures by type.

None

c. Water Resource Inventory Area (WRIA) No. & Name \_\_\_\_\_

**10. Tribal Lands** - Identify whether the project will impact any Tribal lands. (This includes reservation, trust and fee lands.)

None

**11. Visual Quality**

Will the project impact roadside classification or visual aspects?  Yes  No (If Yes, identify the impacts.)  
(Such as aesthetics, light, glare and night sky impacts.)

None

**12. Water Quality/Storm Water**

Has NPDES municipal general permit been issued for this WRIA?  Yes  No

Amount of existing impervious surface within project limits: 0

Net new impervious surface to be created as a result of project: 0

Will this project's proposed stormwater treatment facility be consistent with the guidelines provided by either WSDOT's HRM, DOE's western or eastern Washington stormwater manuals, or a local agency equivalent manual?  Yes  No

If no, explain proposed water quality/quantity treatment for new and any existing impervious surface associated with proposed project.

This project consists of only building a n underpass structure. Only a small amount of material will be excavated at this time. The remaining excavation and impervious pavement will be addressed in Phase 3 when the roads are built.

**Part 4 Environmental Considerations - Continued**

**13. Commitments**

a. **Environmental** Describe existing environmental commitments that may affect or be impacted by the project:  
(For example, previous mitigation that may have been constructed within the project limits.)

None

b. **Long-Term Maintenance Commitments**

Are long-term maintenance commitments necessary for this project above and beyond normal on-going maintenance?  Yes  No If so, please identify.

All county roads and associated bridges have future maintenance by Benton County, which consists of weed control, crack control, surface reconditioning, and snow and ice removal throughout the years of use.

**14. Environmental Justice**

Does the project meet any of the exemptions, as noted in LAG Section 24.10.101?  Yes  No (If Yes, Please note exemption and appropriate justification in the space below.)

Based on the 2000 census data, Hispanic minorities make up approximately 13% of the Kiona population. This project only consists of the construction of the bridge. There will be no disproportionately high impact to minority populations and no families where dislocated.

If no, are minority and/or low income populations located within the limits of the project's potential impacts?

Yes  No (If no, attach appropriate data to support finding.)

If yes, describe impacts and attach appropriate supporting documentation.

**Part 5 Biological Assessment and EFH Evaluations**

1. Are there any listed or proposed species and/or designated or proposed critical habitat located within the proposed project's action area?  Yes  No (Please attach species listings.)

Affected ESA Listed Species	2. Will any construction work occur within 0.5 miles of any of the following:	3. Does the project involve blasting, pile driving, concrete sawing, rock drilling, or rock scaling activities within 1 mile of any of the following?
Spotted owl management circles or designated critical habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Marbled murrelet nest or occupied stand, or designated critical habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Western snowy plover designated critical habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Listed Marine Mammal?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Canada lynx habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Gray wolf habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Grizzly bear habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Brown pelican night roosts?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Woodland caribou habitat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
A mature coniferous or mixed fixed forest stand?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**Part 5 Biological Assessment and EFH Evaluations - Continued**

- 4. Will the project involve any in-water work?  Yes  No
- 5. Will any construction work occur within 300 feet of any permanent or intermittent waterbody, which either supports or drains into a listed fish supporting waterbody?  Yes  No
- 6. Will any construction work occur within 300 feet of any wetland, pond, or lake that is connected to any permanent or intermittent waterbody?  Yes  No
- 7. Does the action have the potential to directly or indirectly impact designated critical habitat for salmonids (including adjacent riparian zones)?  Yes  No
- 8. Will the project affect the water regime of, or utilize any water from a waterbody, which supports or drains into a listed fish supporting waterbody; or any wetland, pond, or lake?  Yes  No
- 9. Will construction work occur outside the existing pavement? If Yes, go to 9a.  Yes  No
- 9a. Will construction activities occurring outside the existing pavement involve clearing, grading, filling, or modifications of vegetation or tree cutting?  Yes  No
- 10. Are there any Federal threatened, endangered, proposed or candidate plant species located within the project limits? (If so, please attach a list of plant species within the action area)  Yes  No

**Determination**

If each of the questions in the preceding section resulted in a "no" response or if any of the questions were checked "yes", but adequate justification can be provided to support a "no effect" determination, then check "No effect" below. If this checklist cannot be used for ESA Section 7 compliance (i.e., adequate justification cannot be provided or a "may affect" determination is anticipated), a separate biological assessment document is required.

	NOAA Fisheries	USFWS
<input checked="" type="checkbox"/> No Effect	_____	_____
<input type="checkbox"/> NLTAA Date of Concurrence	_____	_____
<input type="checkbox"/> LTAA Date BO Issued	_____	_____
Date of First 6 Mo. Update	_____	_____
Essential Fish Habitat Determination:		"
<input checked="" type="checkbox"/> No Adverse Effect		
<input type="checkbox"/> Adverse Effect. Date of NOAA Concurrence	_____	

**Analysis for No Effects Determination (Required if any item in Section 5 was checked Yes). (Please attach additional sheets if needed.)**

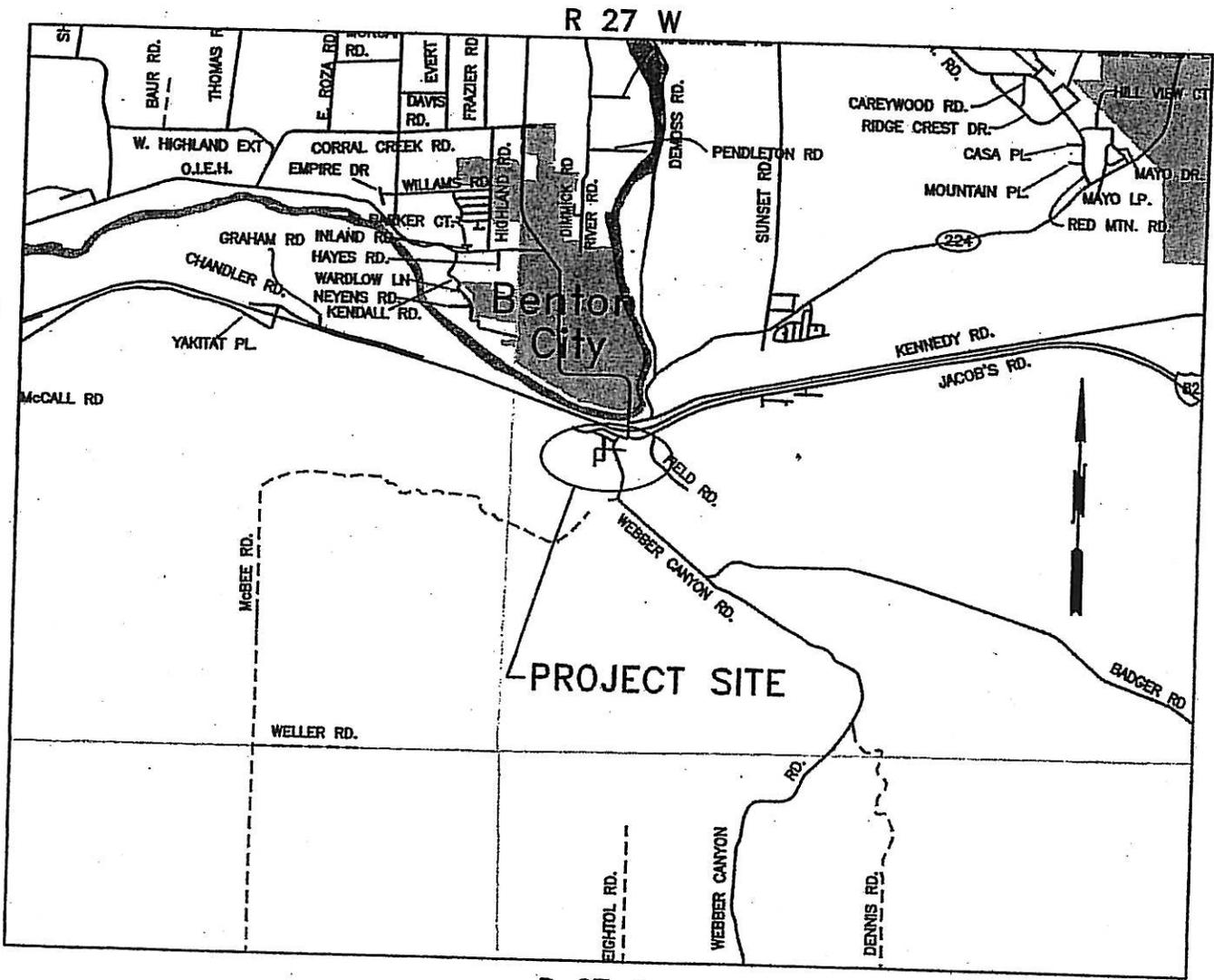
The proposed project is not expected to have any effect on endangered or threatened listed species. There is currently a railroad track and the project will be completed within railroad right of way.

**Part 6 FHWA Comments**

*Use Supplement Sheet if additional space is required to complete this section.*

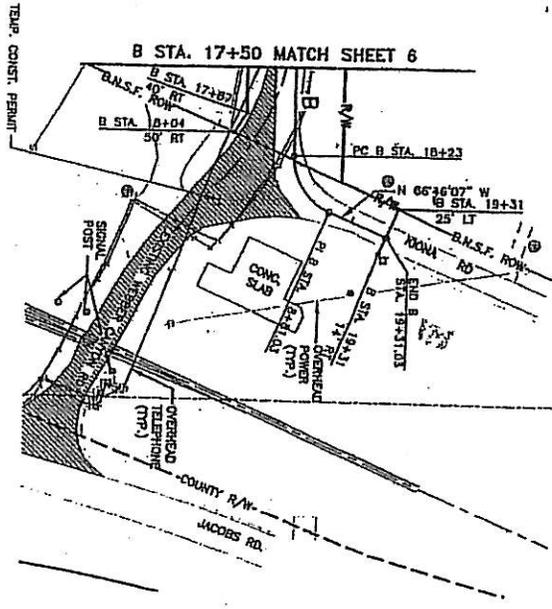
# BENTON COUNTY BNSF RAILWAY OVER WEBBER CANYON ROAD STRUCTURE

PROJECT NO. CE 1722 CRP



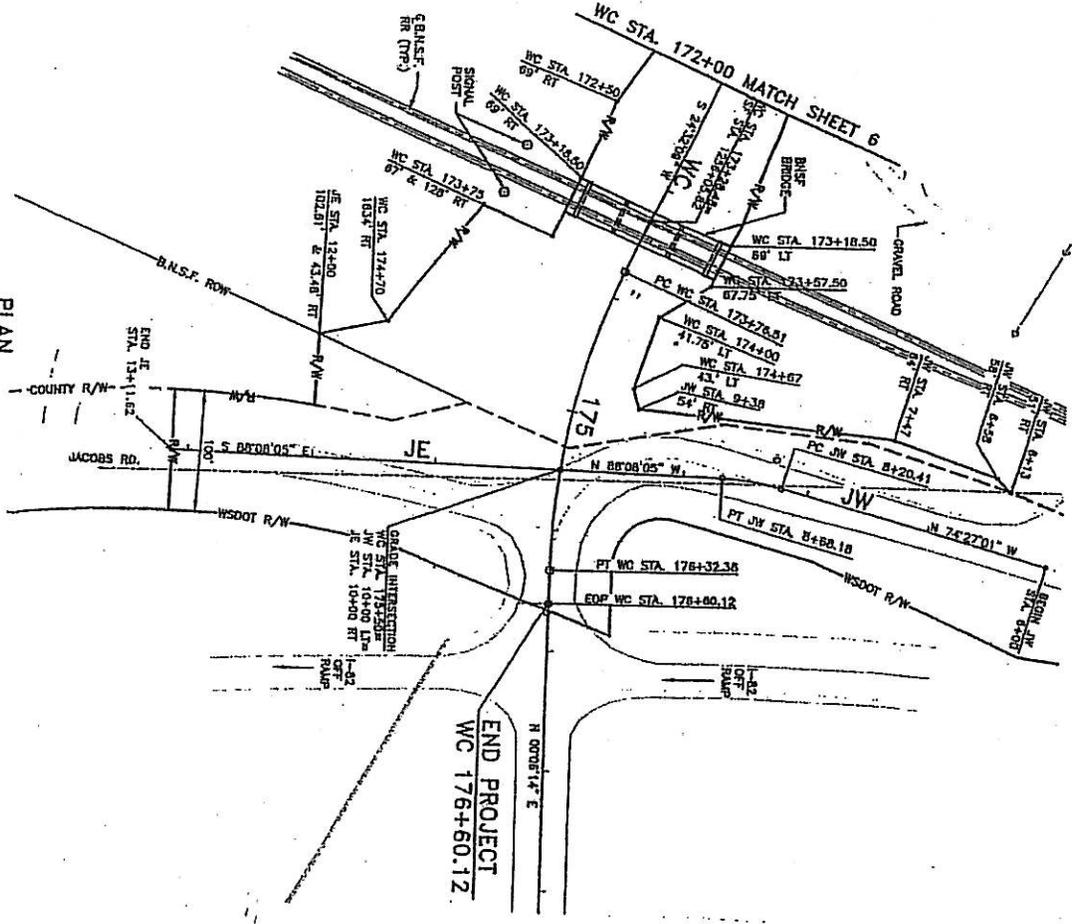
R 27 E  
VICINITY MAP

CURVE DATA					
P.L. STATION	DELTA	RADIUS	TANGENT	LENGTH	SUPPER
B STA. 18+83.76	67°23'45"	50	32.78	58.03	2%
WC STA. 173+04.41	42°23'34"	600	129.50	258.25	2%
JW STA. 8+44.41	13°11'04"	200	24.00	47.77	2%

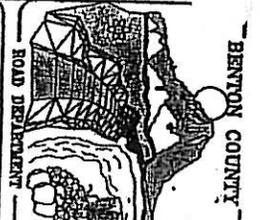


PLAN  
SCALE IN FEET

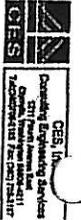
T. 9 N., R. 27 W.M.



PLAN  
SCALE IN FEET



WEBBER CANYON  
ROAD UNDERPASS  
BNSF RAILWAY  
ROADWAY



**DRAFT**  
NOT FOR CONSTRUCTION

PREPARED UNDER  
THE DIRECTION OF  
& APPROVED BY:

DATE: \_\_\_\_\_  
ENGINEERS

DATE: \_\_\_\_\_  
ENGINEERS

QUIT TWO WORKING DAYS  
HEREON YOUR TIME  
1-800-481-8828

ALL UNDERGROUND UTILITIES AND STRUCTURES  
ARE NOT SHOWN. THE LOCATION OF THESE  
UTILITIES AND STRUCTURES SHALL BE  
DETERMINED BY FIELD SURVEY. THE  
CONTRACTOR SHALL BE RESPONSIBLE FOR  
CONDUCTING A CAREFUL SURVEY FOR PRESENCE  
OF UTILITIES.

DATE:	D.E.T.
DATE:	2/05
SCALE:	AS SHOWN
REVISION:	
ALIGNMENT PLAN A2	
SHEET 7 OF 25	



TERMINATION OF NONSIGNIFICANCE

Description of proposal: The reconstruction and realignment of Weber Canyon Road to an all weather standard roadway .

Proponent Benton County Department of Public Works  
P O Box 1001  
Prosser, WA 99350

File No. EA 99-25

Location of proposal: The project site is located South of the Kiona area and runs Southeast within Sections 19, 28,29,30,and 33, of Township 9 North, Range 27 East, W.M., all in Benton County, WA. The project is 3.351 miles in length.

Lead agency BENTON COUNTY

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

[ ] There is no comment period for this DNS.

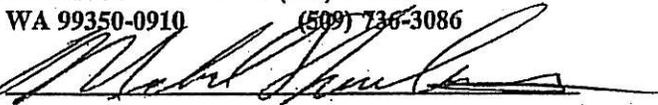
[ ] This mitigated determination of nonsignificance is issued under WAC 197.11.350(3); the specific mitigation measures which will eliminate significant adverse environmental impacts are: \_\_\_\_\_

[X] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by July 14, 1999.

Responsible Official

TERRY A. MARDEN, Director  
Benton County Planning & Building Dept.  
Post Office Box 910 PHONE: (509) 786-5612  
Prosser, WA 99350-0910 (509) 736-3086

Date June 30, 1999

Signature 

[ ] You may appeal this determination to TERRY A. MARDEN, at Post Office Box 910, Prosser, WA 99350, no later than \_\_\_\_\_ by Written notice.

You should be prepared to make specific factual objections. Contact the planning department to read or ask about the procedures for SEPA appeals.

[X] There is no agency appeal.

DISTRIBUTION:

- Applicant
- News Media (Encl. map or plot plan)
- Benton County Building Office
- Department of Natural Resources - Sheryl Beck\*
- Department of Natural Resources - David Dietzman \*
- Benton County Clean Air Authority\*
- Benton County Public Works\*
- Benton-Franklin Dist. Health Department -Kennewick\*
- Department of Transportation\*
- Washington State Department of Health\*
- Department of Ecology - Olympia\* Yakima\*
- Corps of Engineers\*
- Yakima Indian Nation\*
- Fire District No. #1, #2, and #5\*
- Benton County Fire Marshal\*
- Prosser School District #116\*
- Kiona-Benton School District #52
- Dept. of Fish and Wildlife\*
- Dept. of Reclamation\*
- City of Benton City\*
- Kennewick Irrigation District\*

\*Enclosures: Environmental Checklist with map or plot plan.

R E S O L U T I O N

8.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: CONSULTANT AGREEMENT FOR ENGINEERING AND DESIGN AND RIGHT OF WAY PLANS FOR WEBBER CANYON ROAD AND BNSF RAILROAD UNDERPASS BRIDGE AT KIONA - C.E. 1722 CRP

WHEREAS, by resolution dated April 22, 2002, an Agreement with Consulting Engineering Services, Inc.(CES) to perform Engineering and Design work and develop a Right of Way Plan for Webber Canyon Road and BNSF Railroad Underpass was approved; and

WHEREAS, CES was acquired by David Evans and Associates, Inc.

WHEREAS, Supplement No. 7 to the Agreement has been prepared to allow for additional services; NOW, THEREFORE,

BE IT RESOLVED that Supplement No. 7 to the Agreement with David Evans and Associates, Inc., formerly Consulting Engineering Services, Inc., be and hereby is approved, and the Chairman is authorized to sign said Supplement.

Dated this 6th day of April, 2009.

\_\_\_\_\_  
Chairman of the Board.

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_  
Clerk of the Board .

Constituting the Board of County  
Commissioners of Benton County,  
Washington.

RBD:BLT:dlh

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>April 6, 2009</u>	Execute Agreement	<u>XX</u>
Subject: <u>Webber Canyon RR Xing</u>	Pass Resolution	<u>XX</u>
<u>Consultant Agreement</u>	Pass Ordinance	_____
Prepared by: <u>dlh</u>	Pass Motion	_____
Reviewed by: <u>BLT</u>	Other	_____
	Consent Agenda	<u>XX</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

### BACKGROUND INFORMATION

Benton County received Surface Transportation Program (STP) funding for Webber Canyon Road from 2nd Street southerly to I-82 Interchange. Improvements will include design and reconstruction of the existing railroad crossing, all in accordance with Federal (AASHTO) and State (WSDOT) design standards.

On April 22, 2002 a Consultant Agreement with Engineering Services, Inc. (CES), Olympia, Washington to perform Engineering and Design work and develop a Right of Way Plan for this project. Subsequently, David Evans & Associates, Inc., acquired CES.

Updating the roadway PS&E for construction bid in 2009 and continue to provide on-call engineering services for this project were services to be added to the project. A Supplement has been prepared for this Agreement.

### SUMMARY

The County Engineer recommends Supplement No. 7 to the Agreement with David Evans & Associates, Inc, (formerly CES, Inc.).

### RECOMMENDATION

Approve the resolution authorizing the Chairman to sign the Supplement to the Agreement with David Evans & Associates.

### FISCAL IMPACT

The total amount payable under the Agreement will increase by \$75,000.

### MOTION

Approve as part of the consent agenda.



<b>Supplemental Agreement</b>		Organization and Address David Evans and Associates, Inc. 1115 West Bay Drive NW, Suite 301 Olympia, WA 98502 Email: rkb@deainc.com Website: www.deainc.com
Agreement Number  CE 1722 CRP		
Project Number  STPR - A 031 (002)		Phone Tel. (360) 705-2185; Fax. (360) 705-2187
Project Title Webber Canyon Road Underpass (BNSF RR)		New Maximum Amount Payable \$ <del>600,000.00</del> <b>575,000</b>
Description of Work SUPPLEMENT NO. 7 (Roadway PS&E Updates and On-Call Engineering Services)		

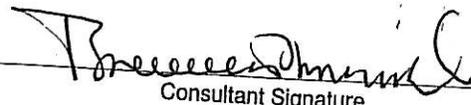
The Local Agency of Benton County  
desires to supplement the agreement entered into with David Evans and Associates, Inc.  
and executed on 4/22/2002 and identified as Agreement No. CE 1722 CRP  
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
The changes to the agreement are described as follows:

I  
Section 1, SCOPE OF WORK, is hereby changed to read:  
The following services are added to existing scope:  
Update the roadway PS&E (originally submitted March 2005) for early construction bid in 2009.  
Continue to provide on-call engineering services on this project as directed by the County.

II  
Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change

III  
Section V, PAYMENT, shall be amended as follows:  
Total Amount Authorized = ~~\$600,000.00~~ **575,000** (Added ~~\$100,000~~ **75,000** on a Cost Plus Fixed Fee basis using Actual Overhead Cost Method); Management Reserve Fund = \$0; Maximum Amount Authorized = ~~\$600,000.00~~ **575,000**  
as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: David Evans and Associates, Inc.  
  
Consultant Signature

By: \_\_\_\_\_  
County of Benton  
Approving Authority Signature

**Exhibit "A"**  
**Summary of Payments**

	Basic Agreement (April 2002)	Supplement #1 (January 2003)	Supplement #2 (December 2003)	Supplement #3 (July 2004)	Supplement #4 (July 2005)	Supplement #5 (April 2006)	Supplement #6 (July 2008)	Supplement #7 (February 2008)	TOTAL
Direct Salary Cost									
Overhead									
Direct Non-Salary Cost									
Fixed Fee									
<b>TOTAL</b>	<b>\$ 390,000</b>	<b>\$ 5,013</b>	<b>\$ 4,000</b>	<b>\$ 20,000</b>	<b>\$ 30,987</b>	<b>\$ 50,000</b>		<b>\$ 100,000</b>	<b>\$ 600,000</b>
Comments: >	Original agreement was a "lump sum" contract. All other supplements were on Cost Plus Fixed Fee Basis Additional services Additional services Additional services Additional services Additional services On-Call basis - Additional Services Time Extension Only (Executed as David Evans and Associates) On-Call Services								

DOT Form 140-063  
 Modified by DEA on 2/19/2009  
**SUPPLEMENTS**

BENTON COUNTY  
 Public Works  
 P. O. Box 1001 - Courthouse  
 Prosser, WA 99350-0954

David Evans and Associates, Inc.  
 1115 Waset Bay Drive NW, Suite 301  
 Olympia, WA 98502

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>		
Meeting Date :	April 6, 2009	Execute Contract :		Consent Agenda :
Subject :	Right of Way	Pass Resolution :	X	Public Hearing :
Prepared by :	SWB	Pass Ordinance :		1st Discussion :
viewed by :		Pass Motion :		2 <sup>nd</sup> Discussion :
		Other :	Sign Appraisals	Other :

## BACKGROUND INFORMATION

Benton County hired Associated Appraisers of Walla Walla, Washington to appraise properties along Clodfelter Road and Locust Grove Road, both roads proposed for reconstruction. Upon completion of the appraisals, Stan Lloyd, Review Appraiser for WSDOT reviewed the appraisals and established just compensation for each parcel.

## SUMMARY

After the review appraisal reports are approved, WSDOT will begin negotiating with the landowners to purchase the needed strips of land. Construction on both roads is proposed to begin in 2010 and be completed in 2011. Obviously this will be dependant upon funding availability

## RECOMMENDATION

Recommend approval of the resolution and signature of the review appraisals by the Chairman of the Board

## FISCAL IMPACT

If the property is purchased at the price indicated in the reports, the fiscal impact would be \$56,190.00. Actual costs could be higher as we progress through the negotiation process.

## MOTION

Move to approve as a part of the consent agenda.

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:**

IN THE MATTER OF COUNTY ROADS, RE: APPROVAL OF RIGHT OF WAY VALUES FOR CLODFELTER ROAD, CE 1778 CRP AND LOCUST GROVE ROAD, CE 1838 CRP

WHEREAS, Kurt Williams, Associated Appraisers, Walla Walla, Washington appraised various proposed strip takings adjacent Clodfelter Road and Locust Grove Road, and

WHEREAS, the appraisal report for each parcel was sent to the Washington State Department of Transportation (WSDOT) for review and to have just compensation computed, and

WHEREAS, Stan Lloyd, Review Appraiser for WSDOT having completed the review and establishing just compensation for each of the parcels has submitted the reports for approval by Benton County, and

WHEREAS, Public Works having reviewed and approved said reports, recommends approval of the reports, NOW, THEREFORE,

BE IT RESOLVED that the Review Appraiser's reports be approved and the Chairman of the Board is hereby authorized to sign the reports on behalf of Benton County.

Dated this 6<sup>th</sup> day of April 2009.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB



**Washington State  
Department of Transportation**

**REVIEWER'S CERTIFICATE NO. 1**

**FROM: Stan Lloyd  
WSDOT Review Appraiser**

**TO: Public Works Director  
Benton County**

**Agency: Benton County**  
**Parcel No.:** 1-2688-300-0000-000,  
1-3588-100-0001-000 &  
1-3588-100-0002-000  
**Federal Aid No.:** N/A  
**Owner:** A. G. Edwards, Inc.  
**Project:** Clodfelter Road, Bently to C.  
Williams; Locust Grove  
Road, C. Williams to  
Edwards  
**Map Title:** Same As Project Above  
**Map Sheets:** 15-20 of 20 Sheets  
**Map Approval Date:** January 7, 2009  
**Date of last map revision:** Pending

*The following appraisals have been made on subject property:*

APPRAISER	VALUE DATE	BEFORE VALUE	AFTER VALUE	VALUE DIFFERENCE	ALLOCATION \$	
					TAKING	DAMAGES
Kurt Williams	11/26/08	\$960,000	\$922,000	\$38,000	\$20,500	\$17,500

*following prior Reviewer's Certificates have been made on subject property:*

REVIEW APPRAISER	DATE OF PRIOR DV	BEFORE VALUE	AFTER VALUE	JUST COMPENSATION	ALLOCATION \$	
					TAKING \$	DAMAGES
1. NONE	NA	NA	NA	NA	NA	NA

**Comments:** Fee appraiser Kurt Williams has prepared a Before and After appraisal for the parcel and project identified above. The date of value is November 26, 2008, and the parcel was originally received in review on March 11, 2009. Additional information/revisions were requested on March 18, 2009, and the revised report was received on March 25, 2009.

The appraisal problem consists of estimating the subject's fair market value before and after the proposed acquisition. The subject consists of a 960.0 acre dryland agriculture site located west of the intersection of Locust Grove Road and Edwards Road in Benton County. The site lies in unincorporated Benton County to the south of the Tri-City area. While the site contains a total gross land area of 960.0 acres, this includes 0.20 acre comprising existing road right of way. Therefore, the net Before land area, excluding the existing road area, is 959.80 acres. Utilities of power and telephone are available. The site is zoned GMA Agriculture, with a 20 acre minimum lot size, by Benton County. A portion of the site is improved with a grain elevator and farm shops that are not affected by the acquisition. The appraiser states that the Highest and Best Use is close-in dryland agriculture, with some potential for large-tract residential use.

The fee acquisition consists of a strip of land running east-west through the site, that will become a new segment of Locust Grove Road. The total area to be acquired is indicated to be 20.05 acres; however, this includes 0.20 acre of existing road right of way. Therefore, the net land area to be acquired in fee is 19.85 acres. The existing right of way area has been utilized as part of a road for many years, and does not contribute value as part of the subj property.

This review consists of a desk review to assure proper project and parcel identification, adequate response to the assignment, application of proper technique, completeness, mathematical accuracy, and compliance with State and Federal appraisal standards for land acquisition. A field review was also performed on March 17, 2009, consisting of an examination of the subject property and the comparable sales. The intent of the field review was to verify the comparability and appropriateness of the data utilized in the report.

The subject has been valued by use of the sales comparison approach. The appraiser analyzed five comparable sales for comparison to the subject. The sales took place between September of 2006 and February of 2008, and are relatively recent sales. They range in size from 97.97 acres to 4,163.31 acres, and reflect an applicable price per acre range from \$351 to \$1,934. Sales #1 (\$351/Ac), #2 (\$400/Ac), and #3 (\$472/Ac) represent dryland agriculture sites in more remote locations, without the subject's close-in proximity to the Tri-Cities and corresponding long term potential for large-tract residential use. They are considered inferior to the subject. Sale #4, at \$1,234/Ac, is located in close proximity to Walla Walla, and has long-term development potential similar to the subject. It was rated slightly superior to the subject due to higher wheat yields. Sale #5 (\$1,934/Ac) sets the very high end of the range, and is a considerably smaller 97.97 acre site. It is considerably superior to the subject on a price per acre basis due to the much smaller size.

After a comparative analysis, the appraiser brackets the subject's value with these sales and applies a value estimate of \$1,000 per acre to the subject. This lies within the range indicated and appears reasonable. Thus, the total Before value is calculated as 959.80 acres at \$1,000 per acre, which equates to \$959,800. The 0.20 acre of the subject's total Before area that comprises the existing road right of way is assigned no value. This area has been utilized as part of a county road for many years, and the owner effectively has no portion of the "bundle of rights" remaining. The improvements (grain elevator and farm shops) are not affected by the acquisition, and have not been appraised.

In the After situation, the subject will contain a total land area of 939.95 acres. As in the Before situation, the improvements are not affected by the acquisition, and have not been appraised. With the same sales and analysis applied to the Remainder, the total Remainder value is calculated as 939.95 acres at \$1,000 per acre, which equates to \$939,950.

However, the appraiser indicates that two field areas are damaged due to the severance of the new road, which will separate these two areas from the balance of their respective fields. First, there is an approximate 15 acre portion of a field located along the subject's eastern boundary, south of the new road alignment and north of the existing Locust Grove Road, that will be segregated from the balance of the field. The appraiser indicates that it will be difficult for large equipment to farm this relatively small, 15 acre tract, and that farming costs will be higher. Secondly, another small, 2.50 acre portion of a CRP field located at the western end of the site, on the south side of the new road alignment, will be severed from the balance of this CRP field. The appraiser estimates that these areas, totaling 17.5 acres, will be 100% damaged as a result of the acquisition. However, while it is evident that these areas may be somewhat damaged, is it not reasonable that damages would amount to 100% of the full fee simple value.

Both of these areas will have new road frontage and access available off of the new roadway. It is likely that the 15 acre tract can still be farmed, even though it may be more difficult and costly than in the Before situation. Likewise, it appears that the 2.5 acre portion of the CRP field may be able to remain in the CRP program. In any event, there would be some residual, underlying fee simple value remaining for these two damaged field areas. This is especially true since the appraiser indicates that the Highest and Best Use, and corresponding valuation of the subject, includes some future potential for large-tract residential development. Therefore, a reasonable estimate of the residual value of these two areas is provided by Sales #1 through #3 in the report, which indicated prices of \$351/Ac, \$400/Ac, and \$472/Ac, respectively. Based on these sales, a residual value of \$400/acre appears reasonable for these two severed field areas, which would indicate damages of \$600/acre (i.e. \$1,000/acre Before value less the \$400/acre residual After value). Therefore, damages are estimated based on \$600/acre for the 17.5 acres impacted, for a total of \$10,500. This amount is subtracted from the total After value of \$939,950 derived previously, which indicates a final After value for the subject of \$929,450. The appraiser states that, throughout the project, Benton County will correct any field access and/or interior farm road requirements due to the project.

The appraiser completed an acceptable Before and After appraisal report. The data used is adequate and relevant, and the appraisal methods and techniques used are appropriate. The analyses, opinions, and value conclusions in the report under review are appropriate and reasonable, subject to the corrections/revisions I have made within this Certificate of Value. My conclusions and appraisal review findings are summarized on the following page:

My conclusions and appraisal review findings are as follows:

**Estimated Just Compensation**  
Allocation of Acquisition

<b>Land</b>		
19.85 Acres Fee Simple	\$1,000/Acre	<b>\$19,850</b>
0.20 Ac Existing RW	\$0	<b>\$0</b>
<b>Total Land</b>		<b>\$19,850</b>
<b>Improvements</b>		
Buildings	N/A	
Site	N/A	
<b>Total Improvements</b>		<b>\$0</b>
<b>Total Acquisition</b>		<b>\$19,850</b>
<b>Damages</b>		
Cost to Cure	N/A	
Loss in value after	17.5 Ac @ \$600/Ac	<b>\$10,500</b>
<b>Total Damages</b>		<b>\$10,500</b>
<b>Total Special Benefits</b>		<b>\$0</b>
<b>Total Estimated Just Compensation</b>		<b>\$30,350</b>
<b>Uneconomic Remnant</b>		N/A
<b>Total offer to Owner</b>		<b>\$30,350</b>

Reviewer's Allocation of the amount believed to be Just Compensation:

VALUE BEFORE ACQUISITION:	\$959,800	Acquisition:	\$19,850
VALUE AFTER ACQUISITION:	\$929,450	Damages:	\$10,500
VALUE DIFFERENCE:	\$ 30,350		

*The Amount Believed to be  
JUST COMPENSATION IS \$30,350  
AS OF 11/26/2008*



## **The Review Problem**

First, is to certify the appraisal under review complies with WSDOT R/W Manual Chapter 4 and Federal Regulations as defined in 49 CFR Part 24 for land acquisition under eminent domain.

Second, is to recommend the amount or range of value believed to be Just Compensation. It is noted "Just Compensation" is intended to make the property owner whole in the after. As a result Just Compensation may or may not be the same as "Fair Market Value". Only an employee of the acquiring agency can establish the amount believed to be just compensation.

Third, in the case of a partial acquisition the reviewer will determine and recommend the purchase of uneconomic remnants. An "uneconomic remnant" is a remainder which has little or no utility or value to the owner.

Fourth is to insure consistency of values within the project. This may require recommending adjusting estimated just compensation in certain cases.

## **Scope of Work**

The scope of work consists of a full technical and full desk review to assure proper project and parcel identification, adequate response to the assignment, application of proper technique, completeness, mathematical accuracy and compliance with State and Federal appraisal standards for land acquisition. This review also included a reasonably detailed inspection of the subject property, the subject neighborhood, and surrounding/competing neighborhoods. Also the comparable sales were examined to verify comparability and appropriateness of data in the report. The review includes an opinion of the appropriateness of the value conclusions of the appraisal under review.

The client and user of this review is Benton County. No communication with third parties concerning this review is permitted without the express permission of the client.

The use of this review is to recommend the amount believed to be Just Compensation and to recommend the offer amount to be made by the client. The client is not bound to accept the recommendation and may approve, reject or change it.

## **Eminent Domain Review Information and Definitions:**

"Fair Market Value" is defined as; the amount in cash which a well-informed buyer, willing but not obliged to buy the property, would pay, and which a well-informed seller, willing but not obligated to sell it would accept, taking into consideration all uses to which the property is adapted and might in reason be applied (Washington Pattern Instruction 150.08). The estate being appraised is the fee simple interest.

Unless stated otherwise in this review, the property rights appraised constitute the fee simple interest.

The Larger Parcel; in eminent domain is the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for consideration of damages, also known as the "parent parcel".

Extraordinary or hypothetical assumptions include but may not be limited to the following.

State and Federal standards require the appraiser to disregard any decrease or increase in the fair market value of the subject caused by the project. The appraiser may cite the Jurisdictional Exception or Supplemental Standards Rule to comply with this requirement RCW 8.26.180.

The after value is based on the assumption that the project has been constructed as proposed on the Right of Way plan as of the date of value.

The subject has been appraised as if free and clear of contamination. However, apparent environmental hazards or contamination observed or discovered during the appraisal process must be noted in the report.

## **APPRAISAL REVIEW ASSUMPTIONS AND LIMITING CONDITIONS**

1. The property descriptions supplied to the reviewer are assumed to be correct;
2. No surveys of the properties have been made by the reviewer and no responsibility is assumed in connection with such matters. Maps in the appraisal are included only to assist the reader in visualizing the properties. Property dimensions and sizes should be considered approximate;
3. No responsibility is assumed for matters of a legal nature affecting title to the properties, nor is any opinion of title rendered. Property titles are assumed to be good and merchantable;
4. Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the reviewer;
5. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified in review. The properties are assumed to be under responsible ownership and competent management;
6. It is assumed that there are no hidden or unapparent conditions of the properties, their subsoil, or their structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them;
7. Unless otherwise stated, the existence of hazardous material, which may or may not be present on the properties, was not observed by the reviewer. The reviewer has no knowledge of the existence of such materials on or in the properties. The reviewer however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the properties. The value estimates in this review are predicated on the assumption that there is no such material on or in the properties that would cause a loss in value. No responsibility is assumed for any such conditions, or for the expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired;
8. Unless otherwise stated, no environmental impact studies were either requested or made in conjunction with this review, and the reviewer hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation;  
is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is specified, defined, and considered in this review;
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been specified, defined, and considered in this review;
11. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this review are based;
12. The reviewer will not be required to give testimony or appear in court because of having made this review unless arrangements have been previously made therefor;
13. Possession of this review or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the client without the written consent of the reviewer and in any event, only with properly written qualification and only in its entirety;
14. Neither all nor any part of the contents of this review, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the reviewer. Nor shall the reviewer, client, firm, or professional organization of which the reviewer is a member be identified without the written consent of the reviewer;
15. The liability of the reviewer, employees, and subcontractors is limited to the client only. There is no accountability, obligation, or liability to any third party. If this review is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The reviewer is in no way responsible for any costs incurred to discover or correct any deficiencies in the properties;
16. It is assumed that the public project which is the object of this review will be constructed in the manner proposed and in the foreseeable future;
17. Acceptance and/or use of this review constitutes acceptance of the foregoing assumptions and limiting conditions.



**Washington State  
Department of Transportation**

**REVIEWER'S CERTIFICATE NO. 1**

**FROM: Stan Lloyd  
WSDOT Review Appraiser**

**TO: Public Works Director  
Benton County**

**Agency: Benton County**  
**Parcel No.: 1-3388-100-0001-000 &  
1-3388-200-0001-000**  
**Federal Aid No.: N/A**  
**Owner: Simmelink**  
**Project: Clodfelter Road, Bently to C.  
Williams; Locust Grove  
Road, C. Williams to  
Edwards**  
**Map Title: Same As Project Above**  
**Map Sheets: 2-10 of 20 Sheets**  
**Map Approval Date: January 7, 2009**  
**Date of last map revision: Pending**

*The following appraisals have been made on subject property:*

APPRAISER	VALUE DATE	BEFORE VALUE	AFTER VALUE	VALUE DIFFERENCE	ALLOCATION \$	
					TAKING	DAMAGES
Kurt Williams	11/26/08	\$595,000	\$585,000	\$10,000	\$10,000	\$0

*The following prior Reviewer's Certificates have been made on subject property:*

REVIEW APPRAISER	DATE OF PRIOR DV	BEFORE VALUE	AFTER VALUE	JUST COMPENSAT ION	ALLOCATION \$	
					TAKING \$	DAMAGES
1. NONE	NA	NA	NA	NA	NA	NA

**Comments:** Fee appraiser Kurt Williams has prepared a Before and After appraisal for the parcel and project identified above. The date of value is November 26, 2008, and the parcel was originally received in review on March 11, 2009. Additional information/revisions were requested on March 18, 2009, and the revised report was received on March 25, 2009.

The appraisal problem consists of estimating the subject's fair market value before and after the proposed acquisition. The subject consists of a 600 acre dryland agriculture site located on the south and east sides of Clodfelter Road, north of Root Road, in Benton County. The site lies in unincorporated Benton County to the south of the Tri-City area. While the site contains a total gross land area of 600 acres, this includes 4.52 acres comprising the existing right of way for Clodfelter Road. Therefore, the net Before land area, excluding the existing road area, is 595.48 acres. Utilities of power and telephone are available. The site is zoned GMA Agriculture, with a 20 acre minimum lot size, by Benton County. A portion of the site is improved with a residence that is not affected by the acquisition. The appraiser states that the Highest and Best Use is close-in dryland agriculture, with some future potential for large-tract residential use.

The fee acquisition consists of strips of land along the existing Clodfelter Road frontage, i.e. along the northern and western boundaries of the site. The total area to be acquired is indicated to be 14.62 acres; however, this includes 4.52 acres of existing road right of way. Therefore, the net land area to be acquired in fee is 10.10 acres. The existing right of way area has been utilized as a road for many years, and does not contribute value as part of the subject property.

This review consists of a desk review to assure proper project and parcel identification, adequate response to the assignment, application of proper technique, completeness, mathematical accuracy, and compliance with State and Federal appraisal standards for land acquisition. A field review was also performed on March 17, 2009, consisting of an examination of the subject property and the comparable sales. The intent of the field review was to verify the comparability and appropriateness of the data utilized in the report.

The subject has been valued by use of the sales comparison approach. The appraiser analyzed five comparable sales for comparison to the subject. The sales took place between September of 2006 and February of 2008, and are relatively recent sales. They range in size from 97.97 acres to 4,163.31 acres, and reflect an applicable price per acre range from \$351 to \$1,934. Sales #1 (\$351/Ac), #2 (\$400/Ac), and #3 (\$472/Ac) represent dryland agriculture sites in more remote locations, without the subject's close-in proximity to the Tri-Cities and corresponding long term potential for large-tract residential use. They are considered inferior to the subject. Sale #4, at \$1,234/Ac, is located in close proximity to Walla Walla, and has long-term development potential similar to the subject. It was rated slightly superior to the subject due to higher wheat yields. Sale #5 (\$1,934/Ac) sets the very high end of the range, and is a considerably smaller 97.97 acre site. It is considerably superior to the subject on a price per acre basis due to the much smaller size.

After a comparative analysis, the appraiser brackets the subject's value with these sales and applies a value estimate of \$1,000 per acre to the subject. This lies within the range indicated and appears reasonable. Thus, the total Before value is calculated as 595.48 acres at \$1,000 per acre, which equates to \$595,480, which I have rounded to \$595,500. The 4.52 acres of the subject's total Before area that comprises the existing road right of way is assigned no value. This area has been utilized as a county road for many years, and the owner effectively has no portion of the "bundle of rights" remaining. The residence is not affected by the acquisition, and has not been appraised.

In the After situation, the subject will contain a total land area of 585.38 acres. As in the Before situation, the residence is not affected by the acquisition, and has not been appraised. There are no damages or special benefits to the Remainder. The appraiser states that, throughout the project, Benton County will correct any field access and/or interior farm road requirements due to the project. The total Remainder value is calculated as 585.38 acres at \$1,000 per acre, which equates to \$585,380, which I have rounded to \$585,400.

The appraiser completed an acceptable Before and After appraisal report. The data used is adequate and relevant, and the appraisal methods and techniques used are appropriate. The analyses, opinions, and value conclusions in the report under review are appropriate and reasonable. However, I have slightly modified the appraiser's rounding of conclusions. My conclusions and appraisal review findings are summarized on the following page:

My conclusions and appraisal review findings are as follows:

**Estimated Just Compensation**  
Allocation of Acquisition

<b>Land</b>		
10.10 Acres Fee Simple	\$1,000/Acre	<b>\$10,100</b>
4.52 Ac Existing RW	\$0	<b>\$0</b>
<b>Total Land</b>		<b>\$10,100</b>
<b>Improvements</b>		
Buildings	N/A	
Site	N/A	
<b>Total Improvements</b>		<b>\$0</b>
<b>Total Acquisition</b>		<b>\$10,100</b>
<b>Damages</b>		
Cost to Cure	N/A	
Loss in value after	N/A	
<b>Total Damages</b>		<b>\$0</b>
<b>Total Special Benefits</b>		<b>\$0</b>
<b>Total Estimated Just Compensation</b>		<b>\$10,100</b>
<b>Uneconomic Remnant</b>		<b>N/A</b>
<b>Total offer to Owner</b>		<b>\$10,100</b>

Reviewer's Allocation of the amount believed to be Just Compensation:

VALUE BEFORE ACQUISITION:	\$595,500	Acquisition:	\$10,100
VALUE AFTER ACQUISITION:	\$585,400	Damages:	\$0
VALUE DIFFERENCE:	\$ 10,100		

*The Amount Believed to be*  
**JUST COMPENSATION IS \$10,100**  
*AS OF 11/26/2008*



## **The Review Problem**

First, is to certify the appraisal under review complies with WSDOT R/W Manual Chapter 4 and Federal Regulations as defined in 49 CFR Part 24 for land acquisition under eminent domain.

Second, is to recommend the amount or range of value believed to be Just Compensation. It is noted "Just Compensation" is intended to make the property owner whole in the after. As a result Just Compensation may or may not be the same as "Fair Market Value". Only an employee of the acquiring agency can establish the amount believed to be just compensation.

Third, in the case of a partial acquisition the reviewer will determine and recommend the purchase of uneconomic remnants. An "uneconomic remnant" is a remainder which has little or no utility or value to the owner.

Fourth is to insure consistency of values within the project. This may require recommending adjusting estimated just compensation in certain cases.

## **Scope of Work**

The scope of work consists of a full technical and full desk review to assure proper project and parcel identification, adequate response to the assignment, application of proper technique, completeness, mathematical accuracy and compliance with State and Federal appraisal standards for land acquisition. This review also included a reasonably detailed inspection of the subject property, the subject neighborhood, and surrounding/competing neighborhoods. Also the comparable sales were examined to verify comparability and appropriateness of data in the report. The review includes an opinion of the appropriateness of the value conclusions of the appraisal under review.

The client and user of this review is Benton County. No communication with third parties concerning this review is permitted without the express permission of the client.

The use of this review is to recommend the amount believed to be Just Compensation and to recommend the offer amount to be made by the client. The client is not bound to accept the recommendation and may approve, reject or change it.

## **Eminent Domain Review Information and Definitions:**

"Fair Market Value" is defined as; the amount in cash which a well-informed buyer, willing but not obliged to buy the property, would pay, and which a well-informed seller, willing but not obligated to sell it would accept, taking into consideration all uses to which the property is adapted and might in reason be applied (Washington Pattern Instruction 150.08). The estate being appraised is the fee simple interest.

Unless stated otherwise in this review, the property rights appraised constitute the fee simple interest.

The Larger Parcel; in eminent domain is the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for consideration of damages, also known as the "parent parcel".

Extraordinary or hypothetical assumptions include but may not be limited to the following.

State and Federal standards require the appraiser to disregard any decrease or increase in the fair market value of the subject caused by the project. The appraiser may cite the Jurisdictional Exception or Supplemental Standards Rule to comply with this requirement RCW 8.26.180.

The after value is based on the assumption that the project has been constructed as proposed on the Right of Way plans as of the date of value.

The subject has been appraised as if free and clear of contamination. However, apparent environmental hazards or contamination observed or discovered during the appraisal process must be noted in the report.

## **APPRAISAL REVIEW ASSUMPTIONS AND LIMITING CONDITIONS**

1. The property descriptions supplied to the reviewer are assumed to be correct;
2. No surveys of the properties have been made by the reviewer and no responsibility is assumed in connection with such matters. Maps in the appraisal are included only to assist the reader in visualizing the properties. Property dimensions and sizes should be considered approximate;
3. No responsibility is assumed for matters of a legal nature affecting title to the properties, nor is any opinion of title rendered. Property titles are assumed to be good and merchantable;
4. Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the reviewer;
5. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified in review. The properties are assumed to be under responsible ownership and competent management;
6. It is assumed that there are no hidden or unapparent conditions of the properties, their subsoil, or their structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them;
7. Unless otherwise stated, the existence of hazardous material, which may or may not be present on the properties, was not observed by the reviewer. The reviewer has no knowledge of the existence of such materials on or in the properties. The reviewer however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the properties. The value estimates in this review are predicated on the assumption that there is no such material on or in the properties that would cause a loss in value. No responsibility is assumed for any such conditions, or for the expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired;
8. Unless otherwise stated, no environmental impact studies were either requested or made in conjunction with this review, and the reviewer hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation;
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is specified, defined, and considered in this review;
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been specified, defined, and considered in this review;
11. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this review are based;
12. The reviewer will not be required to give testimony or appear in court because of having made this review unless arrangements have been previously made therefor;
13. Possession of this review or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the client without the written consent of the reviewer and in any event, only with properly written qualification and only in its entirety;
14. Neither all nor any part of the contents of this review, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the reviewer. Nor shall the reviewer, client, firm, or professional organization of which the reviewer is a member be identified without the written consent of the reviewer;
15. The liability of the reviewer, employees, and subcontractors is limited to the client only. There is no accountability, obligation, or liability to any third party. If this review is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The reviewer is in no way responsible for any costs incurred to discover or correct any deficiencies in the properties;
16. It is assumed that the public project which is the object of this review will be constructed in the manner proposed and in the foreseeable future;
17. Acceptance and/or use of this review constitutes acceptance of the foregoing assumptions and limiting conditions.



**REVIEWER'S CERTIFICATE NO. 1**

**FROM: Stan Lloyd  
WSDOT Review Appraiser**

**TO: Public Works Director  
Benton County**

**Agency: Benton County**  
**Parcel No.: 1-2888-400-0000-000,  
1-3288-100-0000-000 &  
1-3388-200-0000-000**  
**Federal Aid No.: N/A**  
**Owner: Shirley Miller Family**  
**Project: Clodfelter Road, Bently to C.  
Williams; Locust Grove  
Road, C. Williams to  
Edwards**  
**Map Title: Same As Project Above**  
**Map Sheets: 4-7 & 10 of 20 Sheets**  
**Map Approval Date: January 7, 2009**  
**Date of last map revision: Pending**

*The following appraisals have been made on subject property:*

APPRAISER	VALUE DATE	BEFORE VALUE	AFTER VALUE	VALUE DIFFERENCE	ALLOCATION \$	
					TAKING	DAMAGES
Kurt Williams	11/26/08	\$389,000	\$384,000	\$5,000	\$5,000	\$0

*The following prior Reviewer's Certificates have been made on subject property:*

REVIEW APPRAISER	DATE OF PRIOR DV	BEFORE VALUE	AFTER VALUE	JUST COMPENSATION	ALLOCATION \$	
					TAKING \$	DAMAGES
1. NONE	NA	NA	NA	NA	NA	NA

**Comments:** Fee appraiser Kurt Williams has prepared a Before and After appraisal for the parcel and project identified above. The date of value is November 26, 2008, and the parcel was originally received in review on March 11, 2009. Additional information/revisions were requested on March 18, 2009, and the revised report was received on March 25, 2009.

The appraisal problem consists of estimating the subject's fair market value before and after the proposed acquisition. The subject consists of a 390 acre dryland agriculture site located on the north and west sides of Clodfelter Road, to the north of Root Road, in Benton County. The site lies in unincorporated Benton County to the south of the Tri-City area. While the site contains a total gross land area of 390 acres, this includes 1.06 acres comprising the existing right of way for Clodfelter Road. Therefore, the net Before land area, excluding the existing road area, is 388.94 acres. Utilities of power and telephone are available. The site is zoned GMA Agriculture, with a 20 acre minimum lot size, by Benton County. A portion of the site is improved with a residence that is not affected by the acquisition. The appraiser states that the Highest and Best Use is close-in dryland agriculture, with some future potential for large-tract residential use.

The fee acquisition consists of strips of land along the existing Clodfelter Road frontage, i.e. along portions of the southern and eastern boundaries of the site. The total area to be acquired is indicated to be 6.30 acres; however, this includes 1.06 acres of existing road right of way. Therefore, the net land area to be acquired in fee is 5.24 acres. The existing right of way area has been utilized as a road for many years, and does not contribute value as part of the subject property.

This review consists of a desk review to assure proper project and parcel identification, adequate response to the assignment, application of proper technique, completeness, mathematical accuracy, and compliance with State and Federal appraisal standards for land acquisition. A field review was also performed on March 17, 2009, consisting of an examination of the subject property and the comparable sales. The intent of the field review was to verify the comparability and appropriateness of the data utilized in the report.

The subject has been valued by use of the sales comparison approach. The appraiser analyzed five comparable sales for comparison to the subject. The sales took place between September of 2006 and February of 2008, and are relatively recent sales. They range in size from 97.97 acres to 4,163.31 acres, and reflect an applicable price per acre range from \$351 to \$1,934. Sales #1 (\$351/Ac), #2 (\$400/Ac), and #3 (\$472/Ac) represent dryland agriculture sites in more remote locations, without the subject's close-in proximity to the Tri-Cities and corresponding long term potential for large-tract residential use. They are considered inferior to the subject. Sale #4, at \$1,234/Ac, is located in close proximity to Walla Walla, and has long-term development potential similar to the subject. It was rated slightly superior to the subject due to higher wheat yields. Sale #5 (\$1,934/Ac) sets the very high end of the range, and is a considerably smaller 97.97 acre site. It is considerably superior to the subject on a price per acre basis due to the much smaller size.

After a comparative analysis, the appraiser brackets the subject's value with these sales and applies a value estimate of \$1,000 per acre to the subject. This lies within the range indicated and appears reasonable. Thus, the total Before value is calculated as 388.94 acres at \$1,000 per acre, which equates to \$388,940. The 1.06 acres of the subject's total Before area that comprises the existing road right of way is assigned no value. This area has been utilized as a county road for many years, and the owner effectively has no portion of the "bundle of rights" remaining. The residence is not affected by the acquisition, and has not been appraised.

In the After situation, the subject will contain a total land area of 383.70 acres. As in the Before situation, the residence is not affected by the acquisition, and has not been appraised. There are no damages or special benefits to the Remainder. The appraiser states that, throughout the project, Benton County will correct any field access and/or interior farm road requirements due to the project. The total Remainder value is calculated as 383.70 acres at \$1,000 per acre, which equates to \$383,700.

The appraiser completed an acceptable Before and After appraisal report. The data used is adequate and relevant, and the appraisal methods and techniques used are appropriate. The analyses, opinions, and value conclusions in the report under review are appropriate and reasonable. However, I have slightly modified the appraiser's rounding of conclusions. My conclusions and appraisal review findings are summarized on the following page:

My conclusions and appraisal review findings are as follows:

**Estimated Just Compensation  
Allocation of Acquisition**

<b>Land</b>		
5.24 Acres Fee Simple	\$1,000/Acre	<b>\$5,240</b>
1.06 Ac Existing RW	\$0	<b>\$0</b>
<b>Total Land</b>		<b>\$5,240</b>
<b>Improvements</b>		
Buildings	N/A	
Site	N/A	
<b>Total Improvements</b>		<b>\$0</b>
<b>Total Acquisition</b>		<b>\$5,240</b>
<b>Damages</b>		
Cost to Cure	N/A	
Loss in value after	N/A	
<b>Total Damages</b>		<b>\$0</b>
<b>Total Special Benefits</b>		<b>\$0</b>
<b>Total Estimated Just Compensation</b>		<b>\$5,240</b>
<b>Uneconomic Remnant</b>		<b>N/A</b>
<b>Total offer to Owner</b>		<b>\$5,240</b>

Reviewer's Allocation of the amount believed to be Just Compensation:

VALUE BEFORE ACQUISITION:	\$388,940	Acquisition:	\$5,240
VALUE AFTER ACQUISITION:	\$383,700	Damages:	\$0
VALUE DIFFERENCE:	\$ 5,240		

*The Amount Believed to be  
**JUST COMPENSATION IS \$5,240**  
AS OF 11/26/2008*

**CERTIFICATE OF REVIEW APPRAISER**

I, the review appraiser, certify that, to the best of my knowledge and belief:

1. The facts and data reported by the review appraiser and used in the review process are true and correct.
2. I have both the experience and the knowledge to perform this appraisal review competently. Attached are my Appraisal Review Assumptions and Limiting Conditions and my Appraisal Review Salient Information which are made a part of this appraisal review report.
3. The analyses, opinions, and conclusions in this review report are my personal, unbiased professional analyses, opinions, and conclusions.
4. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
5. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review report.
6. My analyses, opinions, and conclusions were developed, and this review has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice; and with appropriate State and Federal laws, regulations, policies and procedures applicable to the appraisal of right of way for such purposes.
7. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
8. As of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute.
9. I did personally inspect the subject property of the report under review.
10. No one provided significant professional assistance to the person signing this review report.

I further certify that if this determination is to be used in conjunction with a Federal aid highway project, to the best of my knowledge none of the approved just compensation is ineligible for Federal reimbursement.

The liability of the reviewer is limited to the client only. There is no accountability, obligation, or liability to any third party. If this review is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions.

Washington State-certified  
general real estate appraiser  
certificate number: 1100874

Signature Stan Lloyd  
**Stan Lloyd, Review Appraiser,**

Washington State Department of Transportation

Date: 3/31/2009

Parcel Nos.: 1-2888-400-0000-000, 1-3288-100-0000-000  
& 1-3388-200-0000-000

**ACQUIRING AGENCY CONCURRENCE AND AUTHORIZATION:**

The County of Benton does hereby indicate the concurrence with the above certification and does authorize further action by \_\_\_\_\_ to proceed according to established procedures with the acquisition of the designated property.

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

\_\_\_\_\_  
(signature)

## **The Review Problem**

First, is to certify the appraisal under review complies with WSDOT R/W Manual Chapter 4 and Federal Regulations as defined in 49 CFR Part 24 for land acquisition under eminent domain.

Second, is to recommend the amount or range of value believed to be Just Compensation. It is noted "Just Compensation" is intended to make the property owner whole in the after. As a result Just Compensation may or may not be the same as "Fair Market Value". Only an employee of the acquiring agency can establish the amount believed to be just compensation.

Third, in the case of a partial acquisition the reviewer will determine and recommend the purchase of uneconomic remnants. An "uneconomic remnant" is a remainder which has little or no utility or value to the owner.

Fourth is to insure consistency of values within the project. This may require recommending adjusting estimated just compensation in certain cases.

## **Scope of Work**

The scope of work consists of a full technical and full desk review to assure proper project and parcel identification, adequate response to the assignment, application of proper technique, completeness, mathematical accuracy and compliance with State and Federal appraisal standards for land acquisition. This review also included a reasonably detailed inspection of the subject property, the subject neighborhood, and surrounding/competing neighborhoods. Also the comparable sales were examined to verify comparability and appropriateness of data in the report. The review includes an opinion of the appropriateness of the value conclusions of the appraisal under review.

The client and user of this review is Benton County. No communication with third parties concerning this review is permitted without the express permission of the client.

The use of this review is to recommend the amount believed to be Just Compensation and to recommend the offer amount to be made by the client. The client is not bound to accept the recommendation and may approve, reject or change it.

## **Eminent Domain Review Information and Definitions:**

"Fair Market Value" is defined as; the amount in cash which a well-informed buyer, willing but not obliged to buy the property, would pay, and which a well-informed seller, willing but not obligated to sell it would accept, taking into consideration all uses to which the property is adapted and might in reason be applied (Washington Pattern Instruction 150.08). The estate being appraised is the fee simple interest.

Unless stated otherwise in this review, the property rights appraised constitute the fee simple interest.

The Larger Parcel; in eminent domain is the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for consideration of damages, also known as the "parent parcel".

Extraordinary or hypothetical assumptions include but may not be limited to the following.

State and Federal standards require the appraiser to disregard any decrease or increase in the fair market value of the subject caused by the project. The appraiser may cite the Jurisdictional Exception or Supplemental Standards Rule to comply with this requirement RCW 8.26.180.

The after value is based on the assumption that the project has been constructed as proposed on the Right of Way plans as of the date of value.

The subject has been appraised as if free and clear of contamination. However, apparent environmental hazards or contamination observed or discovered during the appraisal process must be noted in the report.

## **APPRAISAL REVIEW ASSUMPTIONS AND LIMITING CONDITIONS**

1. The property descriptions supplied to the reviewer are assumed to be correct;
2. No surveys of the properties have been made by the reviewer and no responsibility is assumed in connection with such matters. Maps in the appraisal are included only to assist the reader in visualizing the properties. Property dimensions and sizes should be considered approximate;
3. No responsibility is assumed for matters of a legal nature affecting title to the properties, nor is any opinion of title rendered. Property titles are assumed to be good and merchantable;
4. Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the reviewer;
5. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified in review. The properties are assumed to be under responsible ownership and competent management;
6. It is assumed that there are no hidden or unapparent conditions of the properties, their subsoil, or their structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them;
7. Unless otherwise stated, the existence of hazardous material, which may or may not be present on the properties, was not observed by the reviewer. The reviewer has no knowledge of the existence of such materials on or in the properties. The reviewer however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the properties. The value estimates in this review are predicated on the assumption that there is no such material on or in the properties that would cause a loss in value. No responsibility is assumed for any such conditions, or for the expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired;
8. Unless otherwise stated, no environmental impact studies were either requested or made in conjunction with this review, and the reviewer hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation;  
is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is specified, defined, and considered in this review;
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been specified, defined, and considered in this review;
11. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this review are based;
12. The reviewer will not be required to give testimony or appear in court because of having made this review unless arrangements have been previously made therefor;
13. Possession of this review or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the client without the written consent of the reviewer and in any event, only with properly written qualification and only in its entirety;
14. Neither all nor any part of the contents of this review, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the reviewer. Nor shall the reviewer, client, firm, or professional organization of which the reviewer is a member be identified without the written consent of the reviewer;
15. The liability of the reviewer, employees, and subcontractors is limited to the client only. There is no accountability, obligation, or liability to any third party. If this review is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The reviewer is in no way responsible for any costs incurred to discover or correct any deficiencies in the properties;
16. It is assumed that the public project which is the object of this review will be constructed in the manner proposed and in the foreseeable future;
17. Acceptance and/or use of this review constitutes acceptance of the foregoing assumptions and limiting conditions.



**Washington State  
Department of Transportation**

**REVIEWER'S CERTIFICATE NO. 1**

**FROM: Stan Lloyd  
WSDOT Review Appraiser**

**TO: Public Works Director  
Benton County**

**Agency: Benton County**  
**Parcel No.: 1-2788-300-0002-000,  
1-2888-100-0000-000 &  
1-3488-100-0001-001**  
**Federal Aid No.: N/A**  
**Owner: Glen Miller Ranch**  
**Project: Clodfelter Road, Bently to C.  
Williams; Locust Grove  
Road, C. Williams to  
Edwards**  
**Map Title: Same As Project Above**  
**Map Sheets: 7-15 of 20 Sheets**  
**Map Approval Date: January 7, 2009**  
**Date of last map revision: Pending**

*The following appraisals have been made on subject property:*

APPRAISER	VALUE DATE	BEFORE VALUE	AFTER VALUE	VALUE DIFFERENCE	ALLOCATION \$	
					TAKING	DAMAGES
Kurt Williams	11/26/08	\$1,354,000	\$1,336,000	\$18,000	\$18,000	\$0

*The following prior Reviewer's Certificates have been made on subject property:*

REVIEW APPRAISER	DATE OF PRIOR DV	BEFORE VALUE	AFTER VALUE	JUST COMPENSATION	ALLOCATION \$	
					TAKING \$	DAMAGES
1. NONE	NA	NA	NA	NA	NA	NA

**Comments:** Fee appraiser Kurt Williams has prepared a Before and After appraisal for the parcel and project identified above. The date of value is November 26, 2008, and the parcel was originally received in review on March 11, 2009. Additional information/revisions were requested on March 18, 2009, and the revised report was received on March 25, 2009.

The appraisal problem consists of estimating the subject's fair market value before and after the proposed acquisition. The subject consists of a 1,351.99 acre dryland agriculture site located on both the north and south sides of the existing Clodfelter Road, in the vicinity of C. Williams Road, in Benton County. The site lies in unincorporated Benton County to the south of the Tri-City area. While the site contains a total gross land area of 1,351.99 acres, this includes 5.53 acres comprising existing road right of way. Therefore, the net Before land area, excluding the existing road area, is 1,346.46 acres. Utilities of power and telephone are available. The site is zoned GMA Agriculture, with a 20 acre minimum lot size, by Benton County. A portion of the site is improved with a residence that is not affected by the acquisition. In addition, there are three older shed buildings located near the southwest corner of Clodfelter Road and C. Williams Road. These buildings lie partially within the existir

right of way, but they are not located within the new acquisition area. The appraiser states that the Highest and Best Use is close-in dryland agriculture, with some future potential for large-tract residential use.

Fee acquisition consists of strips of land along the existing Clodfelter Road frontage, as well as a new segment of Locust Grove Road that will run through the eastern portion of the site. The total area to be acquired is indicated to be 16.0 acres; however, this includes 5.53 acres of existing road right of way. Therefore, the net land area to be acquired in fee is 10.47 acres. The existing right of way area has been utilized as a road for many years, and does not contribute value as part of the subject property.

This review consists of a desk review to assure proper project and parcel identification, adequate response to the assignment, application of proper technique, completeness, mathematical accuracy, and compliance with State and Federal appraisal standards for land acquisition. A field review was also performed on March 17, 2009, consisting of an examination of the subject property and the comparable sales. The intent of the field review was to verify the comparability and appropriateness of the data utilized in the report.

The subject has been valued by use of the sales comparison approach. The appraiser analyzed five comparable sales for comparison to the subject. The sales took place between September of 2006 and February of 2008, and are relatively recent sales. They range in size from 97.97 acres to 4,163.31 acres, and reflect an applicable price per acre range from \$351 to \$1,934. Sales #1 (\$351/Ac), #2 (\$400/Ac), and #3 (\$472/Ac) represent dryland agriculture sites in more remote locations, without the subject's close-in proximity to the Tri-Cities and corresponding long term potential for large-tract residential use. They are considered inferior to the subject. Sale #4, at \$1,234/Ac, is located in close proximity to Walla Walla, and has long-term development potential similar to the subject. It was rated slightly superior to the subject due to higher wheat yields. Sale #5 (\$1,934/Ac) sets the very high end of the range, and is a considerably smaller 97.97 acre site. It is considerably superior to the subject on a price per acre due to the much smaller size.

After a comparative analysis, the appraiser brackets the subject's value with these sales and applies a value estimate of \$1,000 per acre to the subject. This lies within the range indicated and appears reasonable. Thus, the total Before value is calculated as 1,346.46 acres at \$1,000 per acre, which equates to \$1,346,460, which I have rounded to \$1,346,500. The 5.53 acres of the subject's total Before area that comprises the existing road right of way is assigned no value. This area has been utilized as a county road for many years, and the owner effectively has no portion of the "bundle of rights" remaining. The residence is not affected by the acquisition, and has not been appraised. The appraiser indicates that the three shed buildings located near the southwest corner of Clodfelter Road and C. Williams Road are within the acquisition area, and assigns a contribution value of \$2.50 per square foot or \$7,725 to these buildings. However, while these buildings lie partially within the existing right of way, they are not located within the new acquisition area. Therefore, these buildings do not lie within the 10.47 acre area to be acquired, and are therefore not affected by the acquisition. They do, however, lie partially within and encroach upon the 5.53 acre existing road right of way, and will likely need to be removed for construction of the project.

In the After situation, the subject will contain a total land area of 1,335.99 acres. As in the Before situation, the residence is not affected by the acquisition, and has not been appraised. Also, as previously noted, the three shed buildings lie partially within the existing right of way, but are not within the acquisition area. There are no damages or special benefits to the Remainder. The appraiser states that, throughout the project, Benton County will correct any field access and/or interior farm road requirements due to the project. The total Remainder value is calculated as 1,335.99 acres at \$1,000 per acre, which equates to \$1,335,990, which I have rounded to \$1,336,000.

The appraiser completed an acceptable Before and After appraisal report. The data used is adequate and relevant, and the appraisal methods and techniques used are appropriate. The analyses, opinions, and value conclusions in the report under review are appropriate and reasonable, subject to the corrections I have made within this Certificate of Value. My conclusions and appraisal review findings are summarized below:

My conclusions and appraisal review findings are as follows:

**Estimated Just Compensation  
Allocation of Acquisition**

<b>Land</b>		
10.47 Acres Fee Simple	\$1,000/Acre	<b>\$10,470</b>
5.53 Ac Existing RW	\$0	<b>\$0</b>
<b>Total Land</b>		<b>\$10,470</b>
<b>Improvements</b>		
Buildings	N/A	
Site	N/A	
<b>Total Improvements</b>		<b>\$0</b>
<b>Total Acquisition</b>		<b>\$10,470</b>
<b>Damages</b>		
Cost to Cure	N/A	
Loss in value after	N/A	
<b>Total Damages</b>		<b>\$0</b>
<b>Total Special Benefits</b>		<b>\$0</b>
<b>Total Estimated Just Compensation</b>		<b>\$10,500 (Rd)</b>
<b>Uneconomic Remnant</b>		<b>N/A</b>
<b>Total offer to Owner</b>		<b>\$10,500</b>

Reviewer's Allocation of the amount believed to be Just Compensation:

VALUE BEFORE ACQUISITION:	\$1,346,500	Acquisition:	\$10,500
VALUE AFTER ACQUISITION:	\$1,336,000	Damages:	\$0
VALUE DIFFERENCE:	\$ 10,500		

***The Amount Believed to be  
JUST COMPENSATION IS \$10,500  
AS OF 11/26/2008***

## CERTIFICATE OF REVIEW APPRAISER

I, the review appraiser, certify that, to the best of my knowledge and belief:

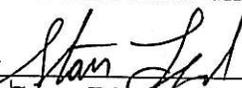
1. The facts and data reported by the review appraiser and used in the review process are true and correct.
2. I have both the experience and the knowledge to perform this appraisal review competently. Attached are my Appraisal Review Assumptions and Limiting Conditions and my Appraisal Review Salient Information which are made a part of this appraisal review report.
3. The analyses, opinions, and conclusions in this review report are my personal, unbiased professional analyses, opinions, and conclusions.
4. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
5. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review report.
6. My analyses, opinions, and conclusions were developed, and this review has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice; and with appropriate State and Federal laws, regulations, policies and procedures applicable to the appraisal of right of way for such purposes.
7. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
8. As of the date of this report, I have completed the requirements under the continuing education program of the Appraisal Institute.
9. I did personally inspect the subject property of the report under review.
10. No one provided significant professional assistance to the person signing this review report.

I further certify that if this determination is to be used in conjunction with a Federal aid highway project, to the best of my knowledge none of the approved just compensation is ineligible for Federal reimbursement.

The liability of the reviewer is limited to the client only. There is no accountability, obligation, or liability to any third party. If this review is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions.

Washington State-certified  
general real estate appraiser  
certificate number: 1100874

Signature \_\_\_\_\_



**Stan Lloyd, Review Appraiser,**

Washington State Department of Transportation

Date: 3/31/2009

Parcel Nos.: 1-2788-300-0002-000, 1-2888-100-0000-000  
& 1-3488-100-0001-001

### ACQUIRING AGENCY CONCURRENCE AND AUTHORIZATION:

The County of Benton does hereby indicate the concurrence with the above certification and does authorize further action by \_\_\_\_\_ to proceed according to established procedures with the acquisition of the designated property.

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

\_\_\_\_\_  
(signature)

## **The Review Problem**

First, is to certify the appraisal under review complies with WSDOT R/W Manual Chapter 4 and Federal Regulations as defined in 49 CFR Part 24 for land acquisition under eminent domain.

Second, is to recommend the amount or range of value believed to be Just Compensation. It is noted "Just Compensation" is intended to make the property owner whole in the after. As a result Just Compensation may or may not be the same as "Fair Market Value". Only an employee of the acquiring agency can establish the amount believed to be just compensation.

Third, in the case of a partial acquisition the reviewer will determine and recommend the purchase of uneconomic remnants. An "uneconomic remnant" is a remainder which has little or no utility or value to the owner.

Fourth is to insure consistency of values within the project. This may require recommending adjusting estimated just compensation in certain cases.

## **Scope of Work**

The scope of work consists of a full technical and full desk review to assure proper project and parcel identification, adequate response to the assignment, application of proper technique, completeness, mathematical accuracy and compliance with State and Federal appraisal standards for land acquisition. This review also included a reasonably detailed inspection of the subject property, the subject neighborhood, and surrounding/competing neighborhoods. Also the comparable sales were examined to verify comparability and appropriateness of data in the report. The review includes an opinion of the appropriateness of the value conclusions of the appraisal under review.

The client and user of this review is Benton County. No communication with third parties concerning this review is permitted without the express permission of the client.

The use of this review is to recommend the amount believed to be Just Compensation and to recommend the offer amount to be made by the client. The client is not bound to accept the recommendation and may approve, reject or change it.

## **Eminent Domain Review Information and Definitions:**

"Fair Market Value" is defined as; the amount in cash which a well-informed buyer, willing but not obliged to buy the property, would pay, and which a well-informed seller, willing but not obligated to sell it would accept, taking into consideration all uses to which the property is adapted and might in reason be applied (Washington Pattern Instruction 150.08). The estate being appraised is the fee simple interest.

Unless stated otherwise in this review, the property rights appraised constitute the fee simple interest.

The Larger Parcel; in eminent domain is the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for consideration of damages, also known as the "parent parcel".

Extraordinary or hypothetical assumptions include but may not be limited to the following.

State and Federal standards require the appraiser to disregard any decrease or increase in the fair market value of the subject caused by the project. The appraiser may cite the Jurisdictional Exception or Supplemental Standards Rule to comply with this requirement RCW 8.26.180.

The after value is based on the assumption that the project has been constructed as proposed on the Right of Way plans as of the date of value.

The subject has been appraised as if free and clear of contamination. However, apparent environmental hazards or contamination observed or discovered during the appraisal process must be noted in the report.

## **APPRAISAL REVIEW ASSUMPTIONS AND LIMITING CONDITIONS**

1. The property descriptions supplied to the reviewer are assumed to be correct;
2. No surveys of the properties have been made by the reviewer and no responsibility is assumed in connection with such matters. Maps in the appraisal are included only to assist the reader in visualizing the properties. Property dimensions and sizes should be considered approximate;
3. No responsibility is assumed for matters of a legal nature affecting title to the properties, nor is any opinion of title rendered. Property titles are assumed to be good and merchantable;
4. Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the reviewer;
5. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified in review. The properties are assumed to be under responsible ownership and competent management;
6. It is assumed that there are no hidden or unapparent conditions of the properties, their subsoil, or their structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them;
7. Unless otherwise stated, the existence of hazardous material, which may or may not be present on the properties, was not observed by the reviewer. The reviewer has no knowledge of the existence of such materials on or in the properties. The reviewer however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the properties. The value estimates in this review are predicated on the assumption that there is no such material on or in the properties that would cause a loss in value. No responsibility is assumed for any such conditions, or for the expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired;
8. Unless otherwise stated, no environmental impact studies were either requested or made in conjunction with this review, and the reviewer hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, or investigation;  
It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is specified, defined, and considered in this review;
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been specified, defined, and considered in this review;
11. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this review are based;
12. The reviewer will not be required to give testimony or appear in court because of having made this review unless arrangements have been previously made therefor;
13. Possession of this review or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the client without the written consent of the reviewer and in any event, only with properly written qualification and only in its entirety;
14. Neither all nor any part of the contents of this review, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the reviewer. Nor shall the reviewer, client, firm, or professional organization of which the reviewer is a member be identified without the written consent of the reviewer;
15. The liability of the reviewer, employees, and subcontractors is limited to the client only. There is no accountability, obligation, or liability to any third party. If this review is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The reviewer is in no way responsible for any costs incurred to discover or correct any deficiencies in the properties;
16. It is assumed that the public project which is the object of this review will be constructed in the manner proposed and in the foreseeable future;
17. Acceptance and/or use of this review constitutes acceptance of the foregoing assumptions and limiting conditions.

S.

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: April 6, 2009 Subject: COPS Hiring Recovery Program (CHRP) Prepared By: J. Thompson Reviewed By:	Execute Contract Pass Resolution xxx Pass Ordinance Pass Motion Other	Consent Agenda <input checked="" type="checkbox"/> X Public Hearing 1st Discussion 2nd Discussion Other

**SUMMARY & BACKGROUND INFORMATION**

The Benton County Sheriff's Office is interested in obtaining funding for salaries and benefits for up to five (5) entry-level deputies for the first thirty-six (36) months of employment by applying for the COPS FY 2009 Hiring Recovery Program (CHRP). The COPS Hiring Recovery Program (CHRP) funds the salaries and benefits for the first thirty-six (36) months of employment and the County is responsible in retaining each position awarded for at least twelve (12) months following the conclusion of the thirty-six (36) months of federal funding. The federal funding runs from October 1, 2009 through September 31, 2012.

The application for the COPS Hiring Recovery Program (CHRP) can only be submitted electronically. However, signature of the Chairman of the Board need to be obtained before the Sheriff's Office representative can submit the application for approval. The attached resolution will authorize the Sheriff's Office representative to complete the application on behalf of the County as well as authorizing the Chairman of the Board to sign the needed sections which are attached to the resolution.

Please see attached memo form Lt. Brian White providing details of the Law Enforcement & Community Policing Strategies.

**FISCAL IMPACT**

- 2009 - \$0.00
- 2010 - \$0.00
- 2011 - \$0.00
- 2012 - Three months of salaries and benefits
- 2013 - Nine months of salaries and benefits

**MOTION**

# SHERIFF

## BENTON COUNTY

### *Memorandum*

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**TO:** Julie Thompson  
**FROM:** Brian White  
**DATE:** March 18, 2009  
**SUBJECT:** COPS Grant Law Enforcement & Community Policing Strategy

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The Benton County Sheriff's Office is seeking to receive a COPS Grant to assist in our Law Enforcement and Community Policing Strategy. Our agency's implementation plan for this program (if awarded), with specific reference to each of the following elements of community policing, is as follows:

- A. Community partnerships and support, including consultation with community groups, private, and/or other public agencies.

The Benton County Sheriff's Office has strong ties to the communities that we serve. We have contracted with the City of Benton City to provide all law enforcement services since 1990. We participate in Crime Watch, Crime Stoppers, the DARE Program, and fund School Resource Officers in both Kiona-Benton High School and Riverview High School. We routinely participate in all local parades and commit a large number of resources to the annual Benton City Daze events. We fear that without an increase in our staffing some of these programs will have to be cut or eliminated completely.

Our jurisdiction continues to grow at a rate that is greater than our state average. We have only been able to increase our staffing 6% over the last 5 years, while our population has risen by 7% and our Calls for Service have increased by 44% over the same time period. During the last 8 years the population of Benton County has risen by 16% (from 112,500 in 2000 to 165,500 in 2008) and our Calls for Service have risen by 91% (from 17,426 in 2000 to 33,621 in 2008).

The Board of Benton County Commissioners has specified that two of the five requested FTE's (Full Time Employees) be utilized for East County and West County proactive

patrols. This mandate has resulted from Commissioners discussions with concerned community groups and the City Council of Benton City.

A regional Violent Crimes Task Force has been created locally which consists of representatives from the Federal Bureau of Investigation, United States Marshall's Office, Washington State Department of Corrections, and Detectives from several of the local law enforcement agencies. We currently do not have a Detective assigned to this task force but would like to do so.

B. Related governmental and community initiatives that complement our agency's proposed use of CHRP funding.

With regards to the East County Patrol: We have experienced an increase in Commercial Truck traffic in the eastern part of our county due to the construction of an "Inner Tie" roadway for commercial traffic. This Inner Tie hasn't been fully completed and as such we are having serious traffic concerns through residential areas where the truck traffic is either exceeding the posted speed limits or, due to the weight of the vehicles, are causing increased wear and tear on the roadway surfaces themselves. There are also several large commercial farms located in the southeastern portion of our jurisdiction where the newly assigned deputy could proactively patrol against Thefts, Commercial Burglaries, and other related crimes.

With regards to the West County Patrol: We have experienced an increase in Thefts, Commercial Burglaries, and other related crimes in the western part of our county. This area is largely agricultural and consists of several large family owned or large corporate owned farms and vineyards. We intend to utilize one FTE for proactive patrols and to help educate concerned citizen groups and farmers on how to properly safeguard their assets.

The Benton County Sheriff's Office instituted a PARSTAT (Performance and Accountable Response to Statistics) Program last year that enables us to identify problem areas based on crime statistics. This allows us to determine strategies, identify resources, coordinate with other stakeholders and implement plans to combat those problem areas.

C. Organizational transformation – how our agency will use these funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing.

By gaining the requested five (5) entry level FTE's, the Benton County Sheriff's Office would be able to transfer current staff into the positions of East County Patrol, West County Patrol, Violent Crimes Task Force Detective, Crime Analyst, and Detective Sergeant. The justification for the first three FTE's has been explained above. The Crime Analyst position would greatly assist us in our PARSTAT Program. We currently do not have a Crime Analyst and that function is only worked on part time by various members of the senior staff. We also currently do not have a Detective Sergeant in our agency. By creating this position, we would greatly increase the effectiveness of our

criminal investigations by having more direct supervision over those investigations. This would also allow the Detective Lieutenant to focus more energy on the PARSTAT Program and working closely with the Crime Analyst.

Respectfully,

Lieutenant Brian White  
Detective Division

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF AUTHORIZING THE BENTON COUNTY SHERIFF'S OFFICE TO COMPLETE THE COPS HIRING RECOVERY PROGRAM (CHRP) GRANT APPLICATION ELECTRONICALLY FOR CURRENT EXPENSE FUNDS SHERIFF PATROL DEPARTMENT 121:**

**WHEREAS**, the Benton County Sheriff's Office is interested in obtaining funds for up to five (5) additional entry-level patrol deputies through the COPS Hiring Recovery Program (CHRP); and

**WHEREAS**, the COPS Hiring Recovery Program (CHRP) starts October 1, 2009 and ends September 30, 2012, and

**WHEREAS**, the COPS Hiring Recovery Program (CHRP) funds the salaries and benefits for the first thirty-six (36) months of employment and the County is responsible in retaining each position awarded for at least twelve (12) months following the conclusion of the thirty-six (36) months of federal funding; and

**WHEREAS**, the Benton County Sheriff's Office will be required to complete Financial Status Reports and Draw Down procedures to recover actual costs of the awarded positions; and

**WHEREAS**, the United States Department of Justice requires electronic filing of the CHRP application; and

**WHEREAS**, CHRP requires the applicant to obtain original signed copies of Section 8: Assurances, Section 9: Certifications, Section 10: Disclosure of Lobbying Activities and Section 11: Certification of Review and Representation of Compliance With Requirements; and **NOW THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners that the Sheriff's Office proceed with submitting the electronic application for the COPS Hiring Recovery Program (CHRP); and

**BE IT FURTHER RESOLVED**, the Chairman of the Board of Benton County Commissioners is authorized to sign, on behalf of the Board, Sections 8, 9, 10 and 11 of the attached COPS Hiring Recovery Program (CHRP) application.

Dated this \_\_\_\_\_ day of April, 2009.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member  
Constituting the Board of County Commissioners  
of Benton County, Washington

Attest: \_\_\_\_\_

Orig: Sheriffs Office  
CC: Auditor

J. Thompson

## **Sections 8, 9, 10 and 11: Legal Requirements**

Applicants should thoroughly review the Assurances, Certifications, Disclosure of Lobbying Activities and Certification of Review and Representation of Compliance With Requirements.

The filing of Disclosure of Lobbying Activities (SF-LLL) is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Refer to the implementing guidance published by the Office of Management and Budget for additional information. If this form applies to your agency, you must submit the Disclosure of Lobbying Activities (SF-LLL) as an attachment to your CHRP application. Complete all items that apply for both the initial filing and material change report.

All applicants are required to read and sign the Assurances, Certifications and Certification of Review and Representation of Compliance With Requirements. Original, signed hard copies of these three documents must be kept in the agency's files and furnished upon request.

## SECTION 8: ASSURANCES

Several provisions of federal law and policy apply to all grant programs. The Office of Community Oriented Policing Services needs to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Grant Program Specialist at (800) 421-6770.

By the applicant's authorized representative's signature, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal grant funds. In particular, the applicant assures us that:

1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.
2. It will comply with the provisions of federal law, which limit certain political activities of grantee employees whose principal employment is in connection with an activity financed in whole or in part with this grant. These restrictions are set forth in 5 U.S.C. § 1501, et seq.
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, if applicable.
4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
5. It will give the Department of Justice or the Comptroller General access to and the right to examine records and documents related to the grant.
6. It will comply with all requirements imposed by the Department of Justice as a condition or administrative requirement of the grant, including but not limited to: the requirements of 28 CFR Part 66 and 28 CFR Part 70 (governing administrative requirements for grants and cooperative agreements); 2 CFR Part 225 (OMB Circular A-87); 2 CFR 220 (OMB Circular A-21); 2 CFR Part 230 (OMB Circular A-1 22) and 48 CFR Part 31.000, et seq. (FAR 31.2) (governing cost principles); OMB Circular A-1 33 (governing audits) and other applicable OMB circulars; the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 CFR Part 38.1; the current edition of the COPS Grant Monitoring Standards and Guidelines; the applicable COPS Grant Owners Manuals; and with all other applicable program requirements, laws, orders, regulations, or circulars.
7. If applicable, it will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.
8. It will not, on the ground of race, color, religion, national origin, gender, disability or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); Title II, Subtitle A of the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101, et seq.); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and Department of Justice Non-Discrimination Regulations contained in Title 28, Parts 35 and 42 (subparts C, D, E and G) of the Code of Federal Regulations.
- A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531.
- B. If your organization has received an award for \$500,000 or more and has 50 or more employees, then it has to prepare an EEOP and submit it to the Office for Civil Rights ("OCR"), Office of Justice Programs, 810 7th Street, N.W., Washington, DC 20531, for review within 60 days of the notification of the award. If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR.
9. Pursuant to Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41455-41472)), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.
10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA.
11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.
12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.
13. It will comply with the Human Subjects Research Risk Protections requirements of 28 CFR Part 46 if any part of the funded project contains non-exempt research or statistical activities which involve human subjects and also with 28 CFR Part 22, requiring the safeguarding of individually identifiable information collected from research participants.

14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned, rented or personally-owned vehicles.

15. It will not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this grant, as applicable.

16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level and/or the increased officer redeployment level, as applicable, with state or local funds for a minimum of 12 months following expiration of the grant period.

17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti-Lobby Act, 18 U.S.C. 1913.

18. In the event that a portion of grant reimbursements are seized to pay off delinquent federal debts through the Treasury Offset Program or other debt collection process, it agrees to increase the non-federal share (or, if the awarded grant does not contain a cost sharing requirement, contribute a non-federal share) equal to the amount seized in order to fully implement the grant project.

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

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Typed Name of Law Enforcement Executive  
(or Official with Programmatic Authority, as applicable)

Date

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

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Typed Name of Government Executive  
(or Official with Financial Authority, as applicable)

Date

## SECTION 9: CERTIFICATIONS

### Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements Coordination with Affected Agencies.

Although the Department of Justice has made every effort to simplify the application process, other provisions of federal law require us to seek your agency's certification regarding certain matters. Applicants should read the regulations cited below and the instructions for certification included in the regulations to understand the requirements and whether they apply to a particular applicant. Signing this form complies with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "Government-Wide Debarment and Suspension (Nonprocurement)," 28 CFR Part 83 Government-Wide Requirements for Drug-Free Workplace (Grants)," and the coordination requirements of the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.

#### 1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement;

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

#### 2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Part 2867, Section 2867.437 -

A. The applicant certifies that it and its principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

(ii) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business

integrity or business honesty that seriously and directly affects your present responsibility.

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (A)(ii) of this certification; and

(iv) Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 3. Drug-Free Workplace (Grantees Other Than Individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, for grantees, as defined at 28 CFR Part 83, Sections 83 and 83.510 -

A. The applicant certifies that it will, or will continue to, provide a drug-free workplace by:

(i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(ii) Establishing an on-going drug-free awareness program to inform employees about -

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace;

(iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);

(iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will -

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(v) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 1100 Vermont Ave., NW, Washington, D.C. 20530. Notice shall include the identification number(s) of each affected grant.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of performance (street address, city, county, state, zip code)

\_\_\_\_\_

\_\_\_\_\_ Check  if there are workplaces on file that are not identified here. 4. Coordination

(vi) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

The Public Safety Partnership and Community Policing Act of 1994 requires applicants to certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v) and (vi).

Grantee Agency Name and Address:

\_\_\_\_\_

Grantee IRS/ Vendor Number: \_\_\_\_\_

False statements or claims made in connection with COPS grants (including cooperative agreements) may result in fines, imprisonment, disbarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

\_\_\_\_\_  
Typed Name of Law Enforcement Executive Date  
(or Official with Programmatic Authority, as applicable)

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government

\_\_\_\_\_  
Typed Name of Government Executive Date  
(or Official with Financial Authority, as applicable)

---

## SECTION 10: Disclosure of Lobbying Activities

### Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District number, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFPD E-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting registrant identified in item 4 to influence the covered Federal action.  
(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

*Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.*

# Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352.

Not Applicable

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> _____ a. initial filing b. material change <i>For Material Change Only:</i> Year: _____ Quarter: _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> Prime Subawardee Tier _____, if known:  Congressional District (number), if known: _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> Congressional District (number), if known: _____	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b> CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>10. b. Individuals Performing Services (including address if different from No. 1 0a) (last name, first name, MI):</b>	
<b>11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Typed Name: _____	
	Print Name: _____	
	Title: _____	
<b>Federal Use Only:</b>	Authorized for Local Reproduction, Standard Form - LLL	

---

# SECTION 11: CERTIFICATION OF REVIEW AND REPRESENTATION OF COMPLIANCE WITH REQUIREMENTS

The signatures of the Law Enforcement Executive/Program Official and Government Executive/Financial Official, and any applicable program partners on the Certification of Review and Representation of Compliance with Requirements:

- 1) Assures the COPS Office that the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Application Guide; AND
- 2) Attests to the accuracy of the information submitted with this application (including the Budget Detail Worksheets).

*The signatures on this application must be made by the actual executives named on this application unless there is an officially documented authorization for a delegated signature. If your jurisdiction has such an official document, it must be attached to this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be considered for funding.*

*Signatures shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered grant.*

Please be advised that a hold may be placed on this application if it is deemed that the applicant agency is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, and/or is not cooperating with a COPS Office compliance investigation concerning a current grant award.

## Person Submitting this Application

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

**Please type your name here in place of your signature:**

## Law Enforcement Executive

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

**Please type your name here in place of your signature:**

## Government Executive

By clicking this box and typing my name below, I certify that I have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity. I certify that I have read, understand, and agree, if awarded, to abide by all of the applicable grant compliance terms and conditions as outlined in the COPS Application Guide, the COPS Grant Owner's Manual, assurances, certifications and all other applicable program regulations, laws, orders, or circulars. In addition, I certify that the information provided on this form and any attached forms is true and accurate to the best of my knowledge. I understand that false statements or claims made in connection with COPS programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, and/or any other remedy available by law to the federal government.

**Please type your name here in place of your signature:**

"COPS ONLINE NOTE: The only electronic signature submitted online with this application will be the individual registered with the user name and password that was entered during the COPS Online login process. However, the signatures of both the Law Enforcement Executive/Program Official and the Government Executive/Financial Official, as well as any applicable program partners' signatures, are REQUIRED for Sections 8, 9 and 11 of this application. Original, signed hard copies of the Certification of Review and Representation of Compliance with Requirements, Assurances and Certifications must be kept in the agency's files and furnished upon request."

By clicking this box, I have read and understand this requirement.

**Warning:** Once you submit your application you will be unable to change any of your application information. Please ensure that you have reviewed all of your information before submitting your application to the COPS Office.

9:05

9:05 – BID OPENING  
COUNTY NEWSPAPER – B. GAGNER

9:10

# BENTON COUNTY Public Works Department

# 2010-2015 Road Program



DRAFT



DRAFT

Approved by the

**The Board of County Commissioners**

On June ??, 2009

**Max E. Benitz, Jr., Chairman**

**Leo M. Bowman, Pro Tem**

**James R. Beaver, Member**

**RESOLUTION**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: COMPREHENSIVE SIX-YEAR ROAD PROGRAM,  
2010 -2015

WHEREAS, RCW 36.81.121 requires development of perpetual advanced six-year plans for coordinated transportation; and

WHEREAS, the updated six-year plan, describing the road maintenance and improvement program for the period of 2010 through 2015 shall be adopted prior to adoption of annual budget, after one or more public hearings; and

WHEREAS, a public hearing on said six-year plan/road program was held on April 27, 2009; and

WHEREAS, in accordance with the RCW's, the priority array and bridge report that were prepared by the County Engineer were considered as a part of the six-year plan; NOW THEREFORE,

BE IT RESOLVED that the Six-Year Road Program for the period of 2010 through 2015 proposed by the County Engineer is hereby approved.

Dated this xxx day of xxxxx, 2009.

\_\_\_\_\_  
Max E. Benitz, Jr., Chairman of the Board.

DRAFT

\_\_\_\_\_  
Leo M. Bowman, Chairman Pro-Tem.

\_\_\_\_\_  
James R. Beaver, Member.

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington.

RBD:slc

## **Introduction**

The Benton County Six-Year Road Program is a planning tool to identify the expenditure of operational and capital funds for improvement to County roadways. Even though this is not a budget document, budgets are prepared using the information contained in this planning document. A new Six-Year Program is prepared in the spring of each year with adoption by the Board of County Commissioners anticipated prior to June 1. In the fall of each year the Board of County Commissioners will adopt a One-Year Road Program identifying the next year's road projects to be designed and constructed. After the One-Year Road program is approved the Board of County Commissioners approves the Public Works budget that is authorization for all Public Works fund expenditures.

This document is intended to provide the following information:

### **Financial**

The Financial Projection report shows proposed revenues and expenditures for the six-year planning period. Many of the projects listed in the Six-Year Road Program are grant dependent. If grants for each project are not received the project will be delayed until funding becomes available. Remember that this is a planning document and not a budgeting document. Once funds become available projects will be prioritized by the Board of County Commissioners and then included in the One-Year Road Program and Public Works budget.

### **Six-Year Road Program**

Each project has a brief explanation of the needed improvements, sources of funding, project cost, phasing and schedule. As needs change throughout the roadway network system and as funds become available priorities will also change. Projects listed are in relative priority based upon community needs regardless of funding. The Board establishes priorities at the time of document approval however; community involvement, available funding and safety requirements will always modify project priorities.

### **Road Data**

Following the Six-Year Road Program is supplemental road data. The supplemental data contains information about various roadway programs and plans in the Six-Year Program. The following categories are listed in the Road Data section of this document:

- Discussions concerning potential new roads
- A list of roads benefiting from the Rural Arterial Program
- Roads paved through the County Arterial Preservation Program
- Certain paved roads that are not constructed to current standards
- Gravel roads scheduled to be paved
- Railroad crossings where new signal improvements would be beneficial
- A list of bridges in Benton County
- An inspection report for Benton County bridges
- An inventory of all roads
- A glossary of terms

The inventory for our roadway network as of March 16, 2009 is as follows:

<u>Roadway Surface</u>	<u>Urban</u>	<u>Rural</u>
Bituminous Surface Treatment	107.1	439.3
Asphalt Concrete Pavement	9.7	44.3
Portland Cement Concrete Pavement	0.2	0.2
Gravel	0.9	248.5
Graded & Drained	0	5.3
Unimproved	0	5.4
	<hr/>	<hr/>
Total Miles	117.9	742.9

<u>Federal Functional Classifications</u>	<u>Miles</u>
Urban	
16 Minor Arterial	7.1
17 Collector	28.8
19 Local Access	<u>82.0</u>
Total Urban Mileage	117.9
Rural	
07 Major Collector	105.7
08 Minor Collector	207.7
09 Local Access	<u>429.5</u>
Total Rural Mileage	742.9
Total Mileage County Wide	860.8

<u>Bridges</u>	<u>Quantity</u>
Twenty feet in length or longer	54
Greater than 6 feet but less than 20 feet in length	25

**BENTON COUNTY SIX-YEAR ROAD PROGRAM  
FINANCIAL PROJECTION 2010-2015**

**-REVENUES-**

<u>Item</u>		<u>Revenue</u>
Carryover (January 1, 2010)		\$1,000,000
Property Taxes (Prior to Diversion)		31,231,097
Motor Vehicle Fuel Tax:		
Road Fund #0101-101		20,462,189
Paths & Trails Reserve Fund #0114-101		102,825
CRID's		1,500,000
State Grants:		
UAP (formerly AIP; UATA)	\$0	
UCP-TIB (formerly TPP; TIA)	1,667,000	
SCAP-TIB	0	
CAPP	2,415,811	
RAP	5,041,000	
FMSIB (FMAC)	0	9,123,811
Federal Grants:		
REV (Rural Economic Vitality)	0	
EDA (Economic Development Admin; Dept of Commerce)	0	
STP/R: Rural	3,500,000	
STP/U: Urban	0	
STP/H: Hazard Elimination	0	
STP/XP: Railroad	60,000	
STP/E: Enhancement	0	
STP/BRRP: Bridge	0	3,560,000
Public Works Trust Fund Loan		0
Other Funds		450,000
Operating Transfer-In		0
Interest on Road Fund		90,000
Unknown Funding Sources		27,200,000
<b>TOTAL ANTICIPATED REVENUES</b>		<b>\$94,719,922</b>

**-EXPENSES-**

<u>Item</u>		<u>Expenditures</u>
Traffic Policing (Diverted Property Taxes)		\$2,695,196
Preservation (less CAPP)		5,093,086
Maintenance		24,999,901
Administration		6,500,602
Operations		2,964,819
Construction:		
Road Fund #0101-101		13,352,000
Paths & Trails Reserve Fund #0114-101		60,000
Capital Projects Fund #0305-101		0
CRID's		1,500,000
State Grants:		
UAP (formerly AIP; UATA)	\$0	
UCP-TIB (formerly TPP; TIA)	1,667,000	
SCAP-TIB	0	
CAPP	2,415,811	
RAP	7,909,000	
FMSIB (FMAC)	0	11,991,811
Federal Grants:		
REV (Rural Economic Vitality)	0	
EDA (Economic Development Admin; Dept of Commerce)	0	
STP/R: Rural	3,692,000	
STP/U: Urban	0	
STP/H: Hazard Elimination	0	
STP/XP: Railroad	60,000	
STP/E: Enhancement	0	
STP/BRRP: Bridge	0	3,752,000
Public Works Trust Fund Loan P & I Repayment		1,246,000
Other Funds		450,000
Unknown Funding Sources		57,700,000
<b>TOTAL ANTICIPATED EXPENDITURES</b>		<b>\$132,305,415</b>
Under - (Over) - Expended		<b>(\$37,585,493)</b>

DRAFT

2010 - 2015 ROAD PROGRAM

PRIORITY	PROJECT	LENGTH (mi)	COST EST	ROAD FUND		COUNTY CONTRIBUTIONS		STATE			FEDERAL			UNKNOWN FUNDING SOURCE	CONSTRUCTION		
				P & MVFT	P&T R	AMT	SOURCE	TIB UCP	CRAB RAP	BFCOG STPIR	WSDOT STPXP	2010	2011		2012	2013 to 2015	
<b>POTENTIAL NEW ROADS:</b>																	
1	PIERT RD: SR 397 to Bowles	1.8	4,000	500		342	170	FOK - 172	Private	1,667				1,491			4,000
2	WEBBER CANYON RD: BNSF Grade Separation	0.0	2,400	100								2,300			2,400		
3	WEBBER CANYON RD: Kiowa to I-82 and Kiowa Roads	0.3	1,500	300								1,200			1,500		
4	CRD No. 77: ANTONORI RD: Summit to Cal Solano Winery	0.9	1,500			1,500	Bond										1,500
5	I-82 RED MOUNTAIN INTERCHANGE	1.5	24,700	900		1,842				1,667	0	3,500	0	24,700	3,900	0	24,700
	Subtotal		34,100											26,191	3,900	0	30,200
<b>RURAL ARTERIAL PROGRAM</b>																	
6	HANKS RD: Crosby to Aller	3.0	3,500	3,000							500				500	3,000	
7	CLODFELTER RD: Bentley to C. Williams	2.8	2,155	880							1,275				2,155		
8	LOGJIST GROVE RD: Clodfelter to Edwards	1.5	1,345	485							850				1,345		
9	NINE CANYON RD: CR 397 to Mills	3.3	3,045	304							2,741				3,045		
10	NINE CANYON RD: Mills to Beck	2.6	2,825	283							2,543					2,825	
11	NINE CANYON RD: Beck to Coffin	3.0	3,260											3,260			3,260
12	KNOX RD: District Line to Truhlicka	2.3	2,500											2,500			2,500
13	KNOX RD: Truhlicka to OIEH	2.1	2,283											2,283			2,283
14	MEALS RD: Beginning of Pavement to Ayers	2.5	2,718											2,718			2,718
15	FINLEY RD: CR 397 to End of Pavement	2.5	2,718											2,718			2,718
16	CASE RD: OIEH to Hanks	2.3	2,500											2,500			2,500
	Subtotal		28,850	4,962	0	0				7,909	0	0	0	15,979	4,000	6,045	15,979
<b>PAVED ROAD UPGRADES</b>																	
17	TRAVIS RD: Sellards to Henson	3.2	1,500	1,500											1,500		
18	SELLARDS RD: SR 221 to Travis	7.0	4,650	4,650													4,650
19	BERT JAMES RD: Sellards to SR 221	4.0	4,150											4,150			4,150
20	COUNTY WELL RD: SR 221 to Travis	7.0	5,600											5,600			5,600
21	OIEH: Chandler to Knox	1.5	1,630											1,630			1,630
22	CHRISTY RD: BNSF RR Xing to Plymouth	3.5	3,150											3,150			3,150
23	OLYMPIA STREET: Kennewick City Limits to CR-397	0.5	310	118								192			310		
	Subtotal		20,990	6,268	0	0				0	0	192	0	14,530	310	1,500	14,530
<b>BRIDGE, CULVERT, ENHANCEMENT &amp; SAFETY PROJECTS</b>																	
24	BERNATH RD: BNSF RR Xing Approach	0.1	180	180													
25	THOMAS RD: BID Bridge Replacement (33210-0.759)	0.4	250	250													
26	JOHNSON RD/GRIFFIN RD: Intersection Improvements	0.5	1,000											1,000			1,000
	Subtotal		1,430	430	0	0				0	0	0	0	1,000	180	250	1,000
<b>ANNUAL PROGRAMS &amp; EMERGENT PROJECTS</b>																	
27	PAVED ROAD UPGRADE PROJECTS		60	60													
28	GRAVEL ROAD PAVING PROJECTS		60	60													
29	PATHS & TRAILS		60	60													
30	RAILROAD CROSSINGS		60	0		60											
31	EMERGENT PROJECTS		600	600													
32	SAFETY PROJECTS		60	60													
33	PLAY ROADS		120	12													
34	CR 397 (I-82 to SR 397 Interline): PWTF Loan Repayment		1,246	1,246		108	Developer Relimb										
	Subtotal		2,866	2,038	60	108				1,857	7,909	3,692	0	57,700	8,768	8,174	7,855
	<b>TOTALS</b>		87,636	14,598	60	1,950			1,857	7,909	3,692	0	57,700	8,768	8,174	7,855	82,836

(All \$'s x 1000)

# **BENTON COUNTY Public Works Department**

## **2009 Road Data**

**Supplemental Information to the  
2010-2015 Road Program**



**The Board of County Commissioners  
June ??, 2009**

**Max E. Benitz, Jr., Chairman  
Leo M. Bowman, Pro Tem  
James R. Beaver, Member**

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# **POTENTIAL NEW ROADS**

## Potential New Roads

Roads owned, operated and maintained by the County are established by resolution of the Board of County Commissioners. Prior to establishment of a county road the County Engineer completes an Engineer's Report and a Survey Report. The Board then holds a public hearing on those reports and determines if the road is to be established. These reports contain at least the following information:

- a) the necessity of the road,
- b) the proper terminal points, general course and length,
- c) the proper right-of-way width,
- d) the estimated cost of construction, including all necessary bridges, culverts, clearing, grubbing, drainage and grading,
- e) such other facts as may be of importance to be considered by the Board and,
- f) a map of the road as surveyed, which shows the tracts of land over which the road passes and any field notes and profiles of such survey.

Additionally certain environmental studies may be necessary prior to design and construction of any roadway.

Benton County is considering the following potential new roadways.

### **Piert Road**

Piert Road, planned to bisect the Finley industrial area, is intended to provide access and improved transportation for commercial and industrial traffic. Safety increases by removing truck traffic on SR 397 (between Bowles Road and Piert Road) away from the schools that are adjacent to SR 397. The northern terminus is Bowles Road and the southern terminus is SR 397. The project cost is estimated at \$3.2 million. Design and construction has been delayed due to a proposed industrial development along the route alignment.

### **Webber Canyon Road/Travis Road**

Webber Canyon Road and Travis Road are major roadway links, especially for trucks, between the Horse Heaven Hills and the I-82/Benton City interchange. Travis Rd. from Sellards Rd. to County Well Rd. is waiting for funding. The new section of Webber Canyon Rd. between the southern boundary of Kiona and the I-82/Benton City interchange will replace the existing roadway in Kiona. Included in the reconstruction is replacement of an existing BNSF at-grade railroad crossing with a new grade separated crossing. Depending upon available funds, the new railroad bridge is scheduled for construction in approximately 2009.

### **Canoe Ridge Road**

Canoe Ridge Road is projected to connect between Sonova Road and a future extension of Bert James Road. A completed Engineer's Report explains the need, economic benefit, alignment and cost of the project. A 1994 cost estimate for the project phases is:

Canoe Ridge Road from Sonova Road to 100 Circle Farms - \$2.4 million

Canoe Ridge Road from 100 Circle Farms to Bert James Road - \$1.6 million

**Coffin Road**

Coffin Road is proposed to extend from its existing eastern terminus at Nine Canyon Road to Meals Road. This will provide improved access to agricultural lands and improved "farm-to-market" transportation. An Engineer's Report explains the need, economic benefit, alignment and cost of the project. The 2000 project cost estimate is \$5.1 million.

**Bert James Road**

The 1994 Southwest Benton County Transportation Study identified Sonova, Bert James and Horrigan Roads for new road construction and reconstruction. An Engineer's Report explains the need, economic benefit, alignment and cost of these projects. The 1994 cost estimate for the project phases are:

Bert James from SR 14 to Canoe Ridge Road - \$1.2 million

Bert James Road from Canoe Ridge Road to Horrigan Road - \$5.0 million

**County Road Improvement Districts (CRID)**

County Road Improvement Districts are formed when local residents petition the Board of County Commissioners to improve their road to current county standards and the Board approves their petition. Once approved by the Board, staff performs the design and construction that is funded through county or borrowed funds. When the project is completed, property in the District is assessed for the improvements, bonds are sold and the county or borrowed funds are reimbursed.

**RURAL  
ARTERIAL  
PROGRAM**

## **Rural Arterial Program**

The Rural Arterial Program (RAP), created in 1983 by the Washington State Legislature, was established to improve rural arterials and collectors. Motor Vehicle Fuel Tax is distributed to five regions within the state and there is competition amongst counties within each of those regions for the funds. The County Road Administration manages this program through an oversight body known as the County Road Administration Board (CRAB).

Authority for the RAP program is contained in the Revised Code of Washington (RCW) 36.79 and the administrative rules are located in the Washington Administrative Code (WAC) 136-100. These laws and codes establish the uses and limitations of the program funds and creates a competitive process for each county to apply for project funding.

CRAB staff manages the competitive process that is based upon roadway conditions. After review of the application and proposed improvements, CRAB staff then establishes a priority array for the projects. As funding becomes available from successful competition, the counties then program the projects for design and construction.

The Southeast Region (Asotin, Benton, Columbia, Franklin, Garfield, Klickitat, Walla Walla and Yakima counties) has established road-rating criteria for project competition in our region. That criterion includes traffic history, roadway structure and geometry. The following page provides information about projects that have been funded and completed with financial assistance through the RAP Program, or have been funded with assistance through the RAP Program and are in the design and construction process.

County staff has evaluated each rural arterial and collector road using the CRAB criteria. The result of that evaluation is the rating listed in the right-hand column in the Road Inventory Appendix of this Six-Year Program. Those road ratings are a comparative assessment by staff and not approved by CRAB.

Completed Rural Arterial Program (RAP) Projects									
Dollars X \$1,000									
Road Name	From	To	From	To	Length	RAP	Biennium	Cost	Completed
Snipes Rd	McDonald	Rothrock	7.73	8.84	1.11	\$118	85 - 87	\$249	7/30/1986
Grant Avenue Bridge			0.00	0.15	0.15	\$326	85 - 87	\$2,292	9/24/1986
North River Rd	Griffin	Missimer	0.96	2.68	1.72	\$250	87 - 89	\$405	8/4/1988
McKinley Springs Rd	Horrigan	Farnum	2.66	4.66	2.00	\$250	87 - 89	\$370	7/10/1989
Travis Rd	Reese	Sellards	3.07	5.09	2.02	\$285	89 - 91	\$413	6/18/1990
McKinley Springs Rd	Farnum	Young	4.65	6.76	2.11	\$285	89 - 91	\$410	6/8/1990
Plymouth Rd	SR 14	MP 5.61	1.61	5.61	4.00	\$720	91 - 93	\$1,259	6/6/1994
Plymouth Rd	MP 5.61	Tyrell	5.61	9.73	4.12	\$356	91 - 93	\$760	7/10/1995
Horrigan Rd	Davis	SR 221	9.61	12.51	2.90	\$298	93 - 95	\$840	6/30/1995
County Route 12	County Line	Prosser CL	0.00	4.67	4.67	\$418	95 - 97	\$479	10/31/1997
Webber Canyon Rd	Henson	MP 1.10	0.00	1.10	1.10	\$594	95 - 97	\$1,456	7/1/1998
Plymouth Rd	Tyrell	Sellards	9.73	13.79	4.06	\$955	95 - 97	\$1,303	6/1/2001
Travis Rd	Reese	Archie Prior	0.00	3.04	3.04	\$810	97 - 99	\$900	6/1/2002
Sellards Rd	Travis	Plymouth	19.23	23.27	4.04	\$1,125	97 - 99	\$1,250	2003
Clodfelter Rd	Plymouth	Bently	0.00	2.25	2.25	\$846	01 - 03	\$1,945	2005
				Total	39.29	\$7,636		\$14,331	

Under Construction RAP Projects								
Dollars X \$1,000								
Road Name	From	To	From	To	Length	RAP	Biennium	Cost
Webber Canyon Rd	Dennis	Kiona	3.31	6.44	3.13	\$1,300	99 - 01	\$2,310

Funded RAP Projects								
Dollars X \$1,000								
Road Name	From	To	From	To	Length	RAP	Biennium	Cost
Hanks Rd	Crosby	Aller	6.09	9.13	3.04	\$720	93 - 95	\$900
Clodfelter Rd	Bently	C Williams	2.25	5.10	2.85	\$1,350	03 - 05	\$1,520
Locust Grove Rd	C Williams	Edwards	0.00	2.03	1.50	\$900	03 - 05	\$1,000
Nine Canyon Rd	Mills	CR397	7.40	10.80	3.40	\$2,741	07 - 09	\$3,045
Nine Canyon Rd*	Beck	Mills	4.80	7.40	2.60	\$2,543	09 - 11	\$2,826
				Total	13.39	\$8,254		\$9,291

\* Funding expected in April 2009

**COUNTY  
ARTERIAL  
PRESERVATION  
PROGRAM**

## **County Arterial Preservation Program**

The County Arterial Preservation Program (CAPP) created in 1990 by the Washington State Legislature was established to preserve rural arterials and collectors. Motor Vehicle Fuel Tax is distributed to counties based upon each counties allocation of arterial and collector lane miles proportional to the total statewide arterial and collector lane miles. The County Road Administration manages this program through an oversight body known as the County Road Administration Board (CRAB).

Authority for the CAPP program is contained in the Revised Code of Washington (RCW) 48.68.090 and the administrative rules are located in the Washington Administrative Code (WAC) 136-300. These laws and codes establish the uses and limitations of the program and create a fund distribution process.

County staff evaluates each arterial and collector for the appropriateness of preserving and resurfacing county arterials and collectors. The preservation usually consists of some shoulder work, pre-leveling and resurfacing with asphalt concrete pavement.



**PAVED ROAD  
IMPROVEMENT  
PROJECTS**

## **Paved Road Improvement Projects**

The principal method for improving high-traffic-volume paved roads is to apply for a state or federal grant. These grants are received through organizations such as the Transportation Improvement Board, the County Road Administration Board or a variety of federal and state programs. Roads that qualify and are approved for a particular grant program generally have the greatest need for improvement. The purpose of this program is to provide safety improvements to roads that do not compete well for the grant programs. To provide for the greatest income to the County, roads that compete well for grant programs should continue to be programmed for those grants instead of being principally financed by County road tax.

The purpose of this program is to improve safety on existing paved road sections without completely reconstructing the road segment. Examples of improvements include widening shoulders, removing obstacles from the clear zone, improving sight distance or tight corners, improved ride comfort and resurfacing.

A list of road segments for assessment has been developed collectively between the Board of County Commissioners and Public Works staff. Those road segments are on the following page. The rating criteria to evaluate these road segments are:

- Traffic
- Structure
- Roadside
- Geometry
- Constructability

Due to limited Road Funds this program is currently inactive.

## Proposed Paved Road Improvement Projects

Road Name	From	To	Length	Rate
Finley Rd	SR 397	SR 397	4.3	252
Hinzerling Rd	Johnson	Hanks	3.1	224
Hanks Rd	Crosby	Aller	3.0	176
Meals Rd	end of pavement	Piert	7.7	164
OIEH	county line	Prosser City Limits	3.5	140
Demoss Rd	SR 224	Rupert	4.0	139
Christy Rd	Plymouth	SR 14	7.5	120
Byron Rd	county line	Prosser City Limits	3.7	114
OIEH	Chandler	Knox	1.9	111
Finley Rd	Riek	SR 397	1.2	103
Olympia St	end of pavement	45th	1.2	100
25th/27th	Oak	SR 397	1.2	95
Travis Rd	Sellards	Henson	3.4	91
Finley Rd	end of pavement	KID canal	2.6	90
Harrington Rd	West Richland City Limits	end of pavement	4.3	82
Case Rd	OIEH	Hanks	2.3	81
Ruppert Rd	Demoss	West Richland City Limits	2.4	72
Kendall Rd	Benton City Limits	Benton City Limits	0.8	69
Bert James Rd	Sellards	SR 221	4.2	68
Nine Canyon Rd/Haney Rd	SR 397	KID canal	3.1	67
Yakima River Dr	Harrington	West Richland City Limits	3.0	67
Snively Rd	Grosscup	Richland City Limits	2.9	66
Crosby Rd	Snipes	Hamilton	2.1	64
Clodfelter Rd	C Williams	Tripple Vista	1.5	61
Red Mountain Rd	SR 224	end of pavement	2.0	49
OIEH	Prosser City Limits	Grant Ave	0.4	48
McCreadie Rd	Crosby	McDonald	1.0	44
Hover Rd	Meals	Hoover Park	0.9	42
		<b>Total:</b>	<b>79.0</b>	

**GRAVEL ROAD  
PAYING  
PROJECTS**

## Gravel Road Paving Projects

Of the 861 roadway miles owned, operated and maintained by Benton County, 259 miles (30%) remain unpaved. Maintenance costs on these gravel roads often exceed costs associated with a paved road. Additionally, road geometry and ride comfort are improved when gravel surfaced roads are converted to paved surfaces.

In order to improve driving safety and reduce the cost of road maintenance, Benton County annually converts approximately 2 –3 miles of gravel roads to paved roads. In order for Benton County to construct the paved road, the right-of-way must be contributed without cost to the County. With so many miles yet to convert a comparative evaluation of each road assists the Board of County Commissioners with establishing project prioritizations.

The right-hand column on the following project list states a rating for each road segment. Unless the Board of County Commissioners establishes a prioritization list different from the rating list then the rating list is established at the priority list once the Six-Year Road Program is adopted. Adjustments to a priority list may include consolidation of projects for efficiency, non-availability of right-of-way and environmental or construction constraints.

Public Works reevaluates the rating criteria and re-rates the gravel road segments on a five-year basis. However, as changes in criteria ratings come to the attention of Public Works, ratings will be adjusted annually for any particular road segment. Even though a new evaluation was performed in 2003, Public Works prepares new ratings where the first year of the Six-Year Road Program ends with a zero (0) or five (5).

Criteria for rating gravel road segments are:

- Agriculture – Ratings increase for roads that benefit or protect agriculture.
- Connectivity – Ratings increase for gravel road segments that connect to paved roads.
- Geometry – Ratings increase for road segments that have adequate roadbed and geometry for a paved road.
- History – Ratings increase as the number and impact of crashes increase.
- Housing – Ratings increase as the number of houses on a road segment increases.
- Traffic – Ratings increase as traffic volumes increase.

Due to limited Road Funds this program is currently inactive.

### Proposed Gravel Road Paving Projects

Road Name	From	To	Length	Rate
Owens Rd	Jump Off Joe	CR 397	2.21	38.86
Cemetery Rd	Tyacke	Clodius	1.00	31.70
Case Rd	Coats	Former Sharp Rd	1.10	28.82
Tyrell Rd	Travis	Badger Canyon	3.02	25.20
Hamilton Rd, SW	County Well	1 mi north of Gould	2.79	24.30
Badger Canyon Rd	Reese	pavement	0.95	24.20
Swanson Rd	Travis	end of County road	1.52	24.20
Lincoln Rd	Young	Sellards	2.10	23.76
Bateman Rd	Bofer Canyon	Owens	2.32	23.70
H Smith Rd	Sellards	Clodfelter	1.55	23.60
Rydeholm Rd	Begin County road	SR 221	2.44	23.60
Beightol Rd	County Well	end of County road	1.01	23.10
Stevens Rd	Short	Alice	0.09	23.10
Tyacke Rd	Sellards	Cemetery	1.90	23.10
McBee Rd	County Well	Weller	1.85	23.00
Lincoln Rd	Sellards	Williamson	2.06	22.98
Finley Rd	0.3 mi south of Kirk	pavement	1.73	22.92
Williamson Rd	Lincoln	pavement	0.94	22.90
Anderson Rd, NW	Benton County Line	Missimer	3.00	22.74
Hickman Rd	Begin County road	SR 221	1.47	22.70
Mills Rd	Kirk	Nine Canyon	1.23	22.40
Cemetery Rd	Travis	1 mi west of Badger Canyon	2.08	22.30
C Smith Rd	Begin County road	Travis	1.01	22.20
Henson Rd	Travis	Dennis	1.45	22.20
Cemetery Rd	1 mi east of Davis Rd, SW	SR 221	2.08	22.10
Cemetery Rd	SR 221	2 mi east of SR 221	2.00	22.10
Edwards Rd	Begin County road	Locust Grove	1.61	22.10
McBee Rd	Weller	2 mi north of Weller	2.00	22.00
Davis Rd, SW	1 mi north of Horrigan	3 mi north of Horrigan	2.00	21.98
Farnum Rd	McKinley Springs	2 mi west of Lincoln	2.03	21.90
Beck Rd	Owens	Nine Canyon	1.00	21.70
Christensen Rd	Begin County road	pavement	0.58	21.66
Horrigan Rd	Bert James	pavement	1.97	21.42
Tyrell Rd	Badger Canyon	Plymouth	1.02	21.20
Horrigan Rd	McKinley Springs	1.25 mi west of Glade Creek	2.00	21.18
Tyacke Rd	Begin County road	Sellards	1.96	21.10
Reese Rd	Travis	Badger Canyon	3.01	21.08
Reese Rd	Badger Canyon	Plymouth	1.04	21.08
McBee Rd	1 mi west of Webber Canyon	Webber Canyon	1.00	21.00
Lower Blair Rd	Begin County road	Nine Canyon	1.23	20.70
McBee Rd	1 mi south of County Well	County Well	1.00	20.50
Lincoln Rd	Williamson	2 mi north of Williamson	2.00	20.40
Nicoson Rd	Begin County road	0.88 mi south of Locust Grove	4.32	20.20
Locust Grove Rd	C Williams	Edwards	2.03	20.16
Missimer Rd	0.5 mi north of Snipes	Anderson Rd, NW	1.51	19.28

Road Name	From	To	Length	Rate
Bert James Rd	Young	Sellards	2.08	19.20
Clodius Rd	Sellards	Cemetery	1.91	19.20
Jump Off Joe Rd	Owens	end of County road	1.57	19.20
Weller Rd	McBee	end of County road	0.89	19.20
Beck Rd	0.3 mi east of Bofer Canyon	2 mi east of Bofer Canyon	1.70	19.12
Hamilton Rd, NW	Crosby	end of County road	1.06	19.10
Root Rd	Clodfelter	C Williams	1.31	18.84
Quillen Rd	Badger Canyon	Plymouth	1.04	18.70
Richmond Rd	Begin County road	Clodfelter	0.88	18.70
Bennett Rd	Missimer	Rotha	1.01	18.40
Badger Canyon Rd	Cemetery	pavement (North)	3.26	18.34
Wheat Rd	Begin County road	Clodfelter	0.72	18.32
Reese Rd	Plymouth	end of County road	0.87	18.20
Rothrock Rd	Pearl	Crooks	1.01	18.20
Lincoln Rd	Horrigan	Farnum	2.04	17.90
Meals Rd	Finley	pavement	2.31	17.78
Hildebrand Rd	10th Ave, W	Kennewick CL	0.62	17.70
Cemetery Rd	1 mi west of Badger Canyon	Badger Canyon	1.00	17.30
Amon Rd	Locust Grove	end of County road	0.60	17.20
Cemetery Rd	Davis Rd, SW	1 mi east of Davis Rd, SW	1.00	17.10
Cemetery Rd	2 mi east of SR 221	Tyacke	2.05	17.10
Kirk Rd	Nine Canyon	Mills	1.53	17.08
Ward Gap Rd	Sellards	2 mi north of Sellards	2.00	16.92
Case Rd	Former Sharp Rd	1 mi north of 90° curve to north	1.94	16.82
Davis Rd, SW	3 mi north of Horrigan	2 mi south of Sellards	1.00	16.48
Badger Canyon Rd	Tyrell	Reese	2.04	16.40
Farnum Rd	2 mi west of Lincoln	Lincoln	2.00	16.40
District Line Rd	Coats	end of County road (North)	2.08	16.20
Coats Rd	District Line	end of County road	1.03	16.10
Kirk Rd	Mills	Finley	2.16	16.08
Finley Rd	Brown	Farm	1.87	15.92
Case Rd	1 mi north of 90° curve to north	3mi north of 90° curve to north	2.00	15.82
Quillen Rd	Plymouth	Bently	2.16	15.70
Rotha Rd	Crosby	2 mi north of Crosby	2.00	15.70
Bently Rd	Quillen	Clodfelter	2.86	15.62
Dennis Rd	Henson	Webber Canyon	2.54	15.60
Davis Rd, SW	2 mi south of Sellards	Sellards	1.94	15.48
Crooks Rd	Rothrock	Case	2.03	15.30
Horrigan Rd	1.25 mi west of Glade Creek	Lincoln	2.03	15.18
Les Blair Rd	Finley	end of County road	1.02	15.10
Finley Rd	Begin County road	Brown	1.64	14.92
Davis Rd, SW	Sellards	Cemetery	2.23	14.64
Young Rd	McKinley Springs	2 mi east of McKinley Springs	2.00	14.60
McBee Rd	2 mi north of Weller	1 mi west of Webber Canyon	2.34	14.50
Beck Rd	2 mi east of Bofer Canyon	Owens	2.11	14.20
Hayden (Gould) Rd	2 mi north of County Well	Hamilton Rd, SW	0.91	14.20
Missimer Rd	Bennett	end of County road	1.94	14.10
Beck Rd	Begin County road	I-82	1.07	14.02



### Right of Way Not Available

Road Name	From	To	Length	Rate
McCreadie Rd	Pioneer	Rothrock	0.50	39.30
Swain Rd	Hinzerling	Heck	0.64	33.24
Anderson Rd, SW	1.4 mi south of Sellards	0.826 mi east of SR 221	4.11	32.72
Apricot Rd	Griffin	Wilgus	1.02	32.22
Snipes Rd	Fisk	Case	0.50	31.20
Nine Canyon Rd	Coffin	Beck	3.07	29.80
Corral Creek Rd	SR 225	end of County road	0.25	29.70
Albro Rd	OIEH	County Route 12	0.74	28.56
Pope Rd	McCreadie	end of County road	0.26	27.40
Ward Gap Rd	SR 22	Byron	0.22	27.38
Crow Rd	McCreadie	end of County road	0.30	27.30
Sloan Rd	Begin County road	pavement	0.18	27.20
Kelly Rd	Begin County road	Orcutt	0.52	26.32
Nine Canyon Rd	Beck	Mills	2.53	25.80
Cemetery Rd	Clodius	Travis	2.03	24.80
Snipes Rd	0.594 mi east of Rothrock	0.912 mi east of Rothrock	0.32	24.50
Perrault Rd	SR 221	end of County road	1.02	24.20
Pump Rd	Begin County road	Hinzerling	0.25	22.90
Reese Rd	Begin County road	Travis	1.04	22.50
Van Buren Rd	Begin County road	OIEH	0.24	22.20
Dowd Rd	Rydeholm	SR 221	2.03	22.10
Straightbank Rd	pavement	end of County road	0.25	21.94
Smith Rd	Begin County road	North River	0.60	21.60
Neyens Rd	Begin County road	Kendall	0.17	21.10
Baur Rd	Highland Ext Rd, W	end of County road	0.42	18.90
Crooks Rd	Rotha	Rothrock	2.04	18.80
Davis Rd, SW	Cemetery	SR 221	2.02	18.32
C Williams Rd	Root	Clodfelter	1.29	11.52
Badger Canyon Rd	Sellards	Cemetery	1.86	0.00
French Rd	Hess	OIEH	0.50	32.00
		<b>Total Miles</b>	<b>30.91</b>	

### Completed Gravel Road Paving Projects

Road Name	From	To	From	To	Length	Cost	Year
McKinley Spr Rd	Benton Co Line	Horrigan	0.00	2.67	2.67	336,948	1985
3rd Ave, E	Yew	end	0.50	0.82	0.32	17,003	1985
7th Ave, S	Yew	Kennewick CL	0.25	0.77	0.52	incl. above	1985
Sherman St, S	36th Ave, N	Kennewick CL	0.00	0.50	0.50	52,500	1986
36th Ave, W	Sherman	Kennewick CL	0.00	0.50	0.50	incl. above	1986
Snipes Rd	Missimer	Gap	3.14	4.08	0.94	129,961	1987
Snipes Rd	Missimer	Gap	5.19	6.20	1.01	316	1987
River View Rd	Ranch	end	0.00	0.20	0.20	5,140	1987
Pederson Rd	Grosscup	end	0.00	0.42	0.42	6,615	1988
County Line Rd	North River	Krough	0.00	0.50	0.50	28,562	1988
Canal Dr	Pederson	south	0.34	0.77	0.43	2,550	1988
Lattin Rd	Richland CL	end	0.00	0.76	0.76	5,870	1988
Ranch Rd	pavement	46th Ave, S	0.19	0.50	0.31	3,386	1988
46th Ave, S	pavement	Ranch	0.00	0.25	0.25	incl. above	1988
Pidcock Rd	Haney	end	0.00	0.38	0.38	6,768	1988
Terril Rd	Nine Canyon	Fremont	0.14	1.15	1.01	12,953	1988
Matzat Rd	Finley	Haney	0.00	0.27	0.27	10,048	1988
Steele Rd	Buena Vista	OIEH	0.00	0.96	0.96	16,430	1988
Wilgus Rd, N	Snipes	north	4.18	4.58	0.40	17,562	1988
Sellards Rd	Benton Co Line	east	0.00	0.36	0.36	23,960	1988
Ward Gap Rd	Sellards	north	0.00	0.09	0.09	incl. above	1988
Carlson Rd	Bowles	end	0.00	0.19	0.19	6,759	1988
McKinley Spr Rd	Sellards	Young	6.74	8.67	1.93	549,413	1989
North River Rd	County Line	Wilgus	0.00	1.72	1.72	406,510	1989
Snipes Rd	Crosby	Hinzerling	5.19	6.20	1.01	138,156	1989
Piert Rd	Bridge	south	0.00	0.91	0.91	9,456	1989
Erickson Rd	Nine Canyon	east	0.00	0.42	0.42	13,025	1989
Snively Rd	Grosscup	north	0.00	0.25	0.25	19,387	1989
Bernath Rd	Chemical Dr	bridge	0.42	0.52	0.10	697	1989
Garfield St, S	pavement	south	0.00	0.19	0.19	32,238	1989
Short Ave	Stevens	Alice	0.00	0.07	0.07	incl. above	1989
Douglas Rd	Canal	end	0.00	0.15	0.15	incl. above	1989
Elm Rd	Douglas	end	0.00	0.23	0.23	incl. above	1989
36th Ave, E	Gum	bridge	0.56	0.85	0.29	incl. above	1989
Tilstra Rd	Lower River	end	0.00	0.26	0.26	17,795	1989
Massengale Rd	Lower River	end	0.00	0.29	0.29	incl. above	1989
Evans Rd	County Line	east	0.00	1.06	1.06	24,442	1990

Road Name	From	To	From	To	Length	Cost	Year
Snively Rd	pavement	northwest	0.25	1.25	1.00	19,195	1990
Yew St, S	Bernath	north	0.11	1.07	0.95	8,056	1990
Bernath Rd	SR 397	bridge	0.00	0.52	0.52	incl. above	1990
4th Ave, E	Oak	west	0.77	1.01	0.24	15,807	1990
Keene Rd	pavement	end	0.00	0.71	0.71	incl. above	1990
Moore Rd	North River	south	0.00	0.37	0.37	28,643	1990
Webb Rd	Buena Vista	North River	0.00	0.49	0.49	incl. above	1990
McKinley Spr Rd	Farnum	Young	4.66	6.74	2.08	420,574	1991
Travis Rd	Reese	Sellards	3.04	5.06	2.02	423,352	1991
Schuler Rd	Kelly	north	0.55	1.09	0.54	24,247	1992
Bunn Rd	OIEH	King Tull	0.35	1.34	0.99	incl. above	1992
Beers Rd	OIEH	Good	0.00	0.11	0.11	incl. above	1992
Harrington Rd	pavement	end	3.06	4.26	1.20	28,442	1992
Rattery Rd	Hosko	OIEH	0.00	0.54	0.54	106,625	1993
Hosko Rd	Rattery	OIEH	0.00	0.30	0.30	incl. above	1993
Heck Rd	RR Crossing	Swain	0.00	0.81	0.81	incl. above	1993
Bunn Rd	pavement	OIEH	0.00	1.33	1.33	incl. above	1993
Good Rd	Rothrock	Beers	0.00	1.00	1.00	130,495	1993
Beers Rd	Good	pavement	0.11	0.50	0.39	incl. above	1993
Badger Canyon Rd	Sellards	south	3.12	3.93	0.81	53,513	1993
Nine Canyon Rd	Coffin	south	0.00	1.95	1.95	33,713	1993
Whan Rd	Acord	end	1.85	2.85	1.00	38,103	1993
Steele Rd	Buena Vista	North River	0.00	0.96	0.96	76,563	1993
Hysler Rd	Kelly	north	0.00	0.77	0.77	102,262	1994
Heck Rd	King Tull	Swain	0.81	1.61	0.80	incl. above	1994
Roza Rd, W	Kelly	south	0.00	0.21	0.21	incl. above	1994
North Albro Rd	Johnson	south	0.00	0.15	0.15	incl. above	1994
North Albro Rd	Missimer	north	0.40	0.77	0.37	incl. above	1994
O'Brien Rd	Evans	Snipes	1.04	2.08	1.04	172,035	1995
36th Ave, E	pavement	southeast	0.23	0.28	0.05	6,408	1995
Horrigan Rd	Davis	SR 221	9.47	12.64	3.17	848,692	1995
Plymouth Rd	north of SR 14		1.61	5.61	4.00	767,260	1995
Plymouth Rd		Tyrell	5.61	9.74	4.13	1,401,154	1995
View Dr	pavement	southeast	0.16	0.17	0.01	9,943	1996
Anderson Rd, SW	SR 221	east	0.00	0.83	0.83	77,616	1996
Archie Prior Rd	Travis	west	0.00	0.33	0.33	18,224	1996
Evans Rd			2.06	3.23	1.17	353,900	1997
McDonald Rd			0.00	0.97	0.97	47,940	1997
Davis Rd	Whan	Evert	0.00	0.37	0.37	54,187	1998

Road Name	From	To	From	To	Length	Cost	Year
Gerrick Rd	W Roza	west	0.03	0.28	0.25	30,836	1998
Evans Rd	Fisk	Case	9.61	10.37	0.76	235,928	1999
Fisk Rd	Evans	Snipes	0.00	1.07	1.07	incl. above	1999
Huard Rd	Gap	Hinzerling	0.00	1.13	1.13	111,172	1999
Nicoson Rd	Locust Grove	south	4.22	5.22	1.00	151,182	1999
Toothaker Rd	Meals	BNSFRR	0.00	1.01	1.01	89,878	1999
Swaley Rd	Case	end	0.00	1.34	1.34	212,679	2000
Hansen Rd	Gibbon	end	0.00	0.83	0.83	118,610	2000
Sales Yard Rd	SR 221	pavement	0.29	1.10	0.82	81,846	2000
Taylor Rd	begin road	Hinzerling	0.00	0.31	0.31	29,565	2000
Griffin Rd	begin road	North River	0.00	0.25	0.25	49,594	2001
Buena Vista Rd	begin road	Griffin	0.00	0.42	0.42	87,928	2001
Snipes Rd	O'Brien	end	11.20	11.70	0.50	67,180	2001
Rundle Rd	begin road	North River	0.00	0.32	0.32	54,628	2001
Buena Vista Rd	begin road	Wilgus	1.01	1.44	0.43	56,614	2002
Wamba Rd	Johnson	RR Crossing	1.31	1.44	0.13	26,880	2002
Rankin Rd	Crosby	end	0.00	0.27	0.27	69,904	2002
Crone Rd	Good	end	0.00	0.49	0.49	101,593	2002
McDonald Rd	King Tull	McCreadie	0.97	2.00	1.03	420,368	2002
Lenzie Rd	begin road	SR 221	0.00	1.26	1.26	172,375	2002
Sievers Rd	OIEH	Atwood Rd	0.00	0.51	0.51	223,715	2003
Atwood Rd	Wilgus Rd	Sievers Rd	0.00	0.50	0.50	107,900	2003
Shelby Rd	MP 0.686	end	0.69	0.86	0.17	32,888	2003
Stephen Rd	SR 221	end	0.00	0.53	0.53	67,971	2003
Waggoner Rd	McKinley Spr Rd	end	0.00	1.47	1.47	309,581	2004
Davis Rd	Horrigan Rd	north 1 mile	0.00	1.00	1.00	129,952	2004
Cold Creek Rd	SR 22	end	0.00	0.55	0.55	214,539	2005
Wautoma Rd	Yak. Co. Line	end	0.00	0.93	0.93	119,966	2005
47th Ave, E	Juniper St, S	Oak St, S	0.00	0.26	0.26	134,169	2005
Juniper St, S	47th Ave, E	45th Ave, E	0.00	0.14	0.14	incl. above	2005
Case Rd	Snipes Rd	Coats Rd	4.43	5.68	1.25	254,810	2005
Coats Rd	Case Rd	District Line Rd	0.00	1.93	1.93	494,903	2005
Missimer Rd	begin road	North River	0.00	0.23	0.23	134,536	2007
			Total		83.59	11,555,086	

### Gravel Road Projects on Hold

Road Name	From	To	From	To	Length	Cost	Year
Tyacke Rd	MP 4.87	County Well Rd	3.87	5.87	2.00		2005
Clodius Rd	MP 2.94	County Well Rd	1.94	3.94	2.00		2005
Gould Rd	County Well Rd	MP 1.00	0.00	2.00	2.00		2006

Plans have been prepared. Right of Way has been obtained.

**RAILROAD  
CROSSING  
IMPROVEMENT  
PROJECTS**

## **Unfunded Railroad Crossing Improvement Projects**

There are nineteen publicly permitted railroad crossings in Benton County (listed on the following page) with passive warning devices. Benton County pursues federal/state grants to convert the remaining passive warning devices to active warning devices by applying for funding at all passive crossings each time a call for projects is requested. Passive warning devices include pavement markings and signs. Active warning devices include warning lights, bells and crossing arms in addition to the pavement markings and signs. While the existing railroad crossings with passive warning devices are safe to cross, safety can be improved with the installation of active warning devices.

Privately permitted railroad crossings are not listed on the following page. Improvements to privately permitted railroad crossings are dependent upon permit conditions between the railroad and the permittee.

The primary source of funding for publicly permitted crossing improvements is from the federal Surface Transportation Program (STP). Because of the significant expense associated with installation of active warning devices Benton County relies upon a competitive process for the use of STP funds to determine construction timing. During a competitive process for STP funds a variety of criteria is used to determine the successful applicants. Two of the most significant criteria for the competitive process are "Exposure Factor" and "Crossing Angle". The Exposure Factor and Crossing Angle for each unfunded crossing are listed in the following table.

### Unfunded Railroad Crossing Improvement Projects

Crossing	Crossing No	Railroad	Exposure Factor	Crossing Angle
			Veh Vol x Train Vol	
Richards Rd	1 C 42.60	BNSF	3800	75
Bryson Brown Rd	6H 9.70	BNSF	3200	60
Perkins Rd	6H 8.50	BNSF	2800	60
Finley Rd	6 H 8.51	BNSF	2000	80
Ward Gap Rd	1 C 44.20	BNSF	2000	75
Haney Rd	6 H 9.70	BNSF	1700	80
Pioneer Rd	1U 37.30	BNSF	1400	85
Pioneer Rd (Simplot Spur)	6H 48.50	BNSF	1400	85
County Line Rd, S	1U 44.90	BNSF	1200	60
Griffin Rd, S	1U 43.80	BNSF	1000	65
Lechelt Rd	3AS D 26.00	BNSF	800	90
Wilgus Rd, S	1U 41.60	BNSF	440	85
Bunn Rd	1 U 37.80	BNSF	340	90
Albro Rd, N	1U 41.30	BNSF	320	90
Riek Rd	3A 222.90	BNSF	300	30
Missimer Rd, S	1U 41.80	BNSF	250	85
Hansen Rd	1C 33.60	BNSF	200	85
McDonald Rd	1U 37.80	BNSF	150	90
Toothaker Rd	3A 220.20	BNSF	150	120

# **BRIDGE INVENTORY**

## Bridge Inventory

The National Bridge Inspection Standards (NBIS) published in the Code of Federal Regulations defines a bridge as follows:

“A structure including supports erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between under copings of abutments or spring lines of arches, or extreme ends of openings for multiple boxes; it may also include multiple pipes, where the clear distance between openings is less than half of the smaller contiguous opening.”

The sufficiency rating (SR) is the basis for establishing eligibility and priority for replacement or rehabilitation of bridges with Federal Highway Bridge Replacement and Rehabilitation Program (HBRRP) funds. The sufficiency rating is a numeric value which indicates a bridge's relative ability to serve its intended purpose. The value ranges from 100 (a bridge in new condition) to a 0 (a bridge not suitable for carrying traffic). The sufficiency rating is the summation of four calculated values: Structural Adequacy and Safety, Serviceability and Functional Obsolescence, Essentiality for Public Use, and Special Reductions.

There are two types of deficient bridges – structurally deficient (SD) and functionally obsolete (FO). A structurally deficient bridge, as defined by the Federal Highway Administration (FHWA), is one whose condition or design has impacted its ability to adequately carry its intended traffic loads. A functionally obsolete bridge is one in which the deck geometry, load carrying capacity, clearance or approach roadway alignment has reduced its ability to adequately meet the traffic needs below accepted design standards. Those bridges meeting the criteria for both SD and FO are only considered SD, the structural deficiency overrides the functional obsolescence and the bridge will be considered in the SD classification.

In general, a lower sufficiency rating results in a higher priority for repairs or replacement. To qualify for replacement with federal financial assistance, a bridge must have a sufficiency rating of less than 50 and be structurally deficient or functionally obsolete. To be eligible for rehabilitation, a bridge must have a sufficiency rating of less than 80 and be structurally deficient or functionally obsolete. Federal funding applies to bridges or structures that meet the NBIS definition and are greater than ten years old. Currently, sufficiency ratings prioritize the funding for these bridges or structures.

Benton County currently has no bridges rated as structurally deficient and the six bridges that have been rated as functionally obsolete have been so rated because of deck geometry or roadway alignment.

**NBI Qualified Bridges  
Eligible for Federal Funding**

Road Name	Milepost	Location	Length	Comments	Suff Rate
36th Ave, E	0.728	CID Canal	32'		96.71
Badger Canyon Rd	9.302	KID Canal	39'		96.25
Bernath Rd	0.041	CID Canal	34'		95.57
Bridge Rd	0.024	CID Canal	32'	Functionally Obsolete	92.22
Case Rd	2.899	Roza Canal	29'		87.61
Clodfelter Rd	9.226	KID Canal	48'		98.00
County Rt 12	2.953	SVID Canal	46'	Functionally Obsolete	85.00
Crosby Rd	3.140	Roza Canal	32'		96.25
District Line Rd	0.126	Chandler Canal	52'	Functionally Obsolete	55.40
District Line Rd	0.635	BID Canal	28'		91.22
Erickson Rd	0.420	CID Canal	28'		90.91
Gap Rd	1.342	SVID Canal	34'		76.70
Gap Rd	4.378	Roza Canal	32'		95.50
Graham Rd	0.076	KID Canal	52'		90.50
Grant Ave	0.058	Yakima River	617'		97.45
Griffin Rd	2.802	SVID Canal	37'		77.88
Griffin Rd	7.325	Roza Canal	44'		98.25
Grosscup Rd	0.004	CID Canal	34'	Functionally Obsolete	91.97
Hess Rd	0.949	Chandler Canal	52'		67.95
Hess Rd	1.489	Chandler Canal	71'		63.04
Hinzerling Rd	0.711	SVID Canal	34'		97.38
Hinzerling Rd	3.523	Roza Canal	43'		97.00
Horrigan Rd	10.501	East Branch Glade Ck	28'		99.95
King Tull Rd	0.088	SVID Canal	52'		92.41
King Tull Rd	5.757	SVID Canal	31'		81.71
McBee Rd	7.966	KID Canal	52'		98.57
McDonald Rd	1.626	SVID Canal	25'		94.00
McDonald Rd	3.427	Roza Canal	44'		97.97
McKinley Springs Rd	1.473	Glade Creek	40'		73.03
Missimer Rd	3.396	SVID Canal	38'		83.98
Missimer Rd	6.687	Roza Canal	48'		85.38
Nine Canyon Rd	11.531	KID Canal	20'		86.21
Nine Canyon Rd	13.057	CID Canal	22'		88.25
Oak St, S	1.092	CID Canal	36'		57.98
Old Inland Empire Hwy	10.139	Spring Creek	26'		77.93
Old Inland Empire Hwy	11.042	Snipes Creek	60'		66.90
Old Inland Empire Hwy	15.769	Chandler Canal	50'		54.77
Old Inland Empire Hwy	17.247	Knox Creek	24'		97.29
Old Inland Empire Hwy	18.471	Corral Creek	20'	Functionally Obsolete	80.54
Pioneer Rd	1.546	SVID Canal	29'		88.95
Plymouth Rd	2.527	Fourmile Canyon	20'		100.00
Riek Rd	0.198	CID Canal	28'		85.45
Rothrock Rd	0.111	Spring Creek	22'		86.50
Rothrock Rd	1.097	SVID Canal	25'		70.36
Rothrock Rd	3.130	Roza Canal	40'		93.25
Truhlicka Rd	0.684	Roza Canal	21'		85.22

Road Name	Milepost	Location	Length	Comments	Suff Rate
Twin Bridges Rd	0.012	CID Canal	64'		96.00
Twin Bridges Rd	0.090	Yakima River - South	450'		96.00
Twin Bridges Rd	0.270	Yakima River - North	200'		100.00
Twin Bridges Rd	1.708	Horn Rapids Canal	34'		78.13
Valley View Rd	0.346	CID Canal	32'		79.14
Wilgus Rd	2.241	SVID Canal	32'		86.50
Wilgus Rd	6.299	Roza Canal	40'		76.49
Yakima River Dr	3.021	CID Canal	30'	Functionally Obsolete	93.00

**BRIDGE  
INSPECTION  
REPORT**

### Bridge Inspection Report for 2010 Annual Certification

Bridge No.	B = BRIDGE SS = SHORT SPAN C = CULVERT	Bridge Name	Length (in feet)	Date Inspected	Next Inspection Date	Bridge Crossing	Repair Needed	Priority*	Repair Description	Sufficiency Rating	
518000009	B	Twin Bridges South Crossing	450	12/05/07	12/05/09	Yakima River	Y	1	Patch both approaches.	100.00	
								2	Cut trees growing under the bridge. Do not disturb roots.		
137001050	B	Horrigan Rd	28	03/04/08	03/04/10	E Branch of Glade Creek	Y	1	Install a concrete headwall on the inlet end of the pipes.	99.95	
								1	Fill scour hole on outlet end.		
186500803	B	McBee Rd	52	02/21/08	02/21/10	KID Canal	Y	1	Cut down tree from under bridge at SE corner. Do not disturb roots.	98.57	
202500732	B	Griffin Rd	44	02/13/08	02/13/10	Roza Canal	Y	3	NW corner of guardrail is lower than current standard. Raise the posts and rail to meet current standards.	98.25	
441100924	B	Clodfelter Rd	48	02/19/08	02/19/10	KID Canal	Y	1	Remove the wood forms from under the bridge.	98.00	
242100336	B	McDonald Rd	44	02/14/08	02/14/10	Roza Canal	N	0	No repairs	97.97	
121500000	B	Grant Ave	617	06/28/07	06/28/09	Yakima River	Y	1	Clean out expansion joints.	97.45	
								1	Repair hand rail.		
								2	Cut down trees from under the bridge. Do not disturb roots.		
								2	Paint over graffiti on pier 2.		
110500253	B	Plymouth Rd	22	02/21/08	02/21/10	Four Mile Canyon	N	0	No repairs	97.38	
218500071	B	Hinzerling Rd	34	02/14/08	02/14/10	SVID Canal	N	0	No repairs	97.38	
221501725	B	OIEH	24	03/03/08	03/03/10	Knox Creek	N	0	No repairs	97.29	
218500352	B	Hinzerling Rd Roza	43	02/14/08	02/14/10	Roza Canal	N	0	No repairs	97.00	
199100926	B	Badger Canyon Rd	39	02/21/08	02/21/10	KID Canal	Y	1	Delineator post at NE corner is bent. Notify sign maintenance crew.	96.25	
221900316	B	Crosby Rd	32	02/14/08	02/14/10	Roza Canal	N	0	No repairs	96.25	
133500073	B	McKinley Springs Rd	10	03/05/08	03/05/13	Unnamed drainage	N	0	No repairs	96.22	
518000001	B	Twin Bridges	64	11/29/05	12/05/09	CID Canal	N	0	No repairs	96.00	
518000027	B	Twin Bridges North Crossing	200	12/05/07	12/05/09	Yakima River	Y	1	Patch both approaches.	96.00	
								2	Cut trees growing under the bridge. Do not disturb roots.		
761000004	B	Bernath Rd CID	34	02/19/08	02/19/10	CID Canal	Y	1	Reverse the laps on the North rail and the West end of the South rail.	95.56	
210900436	B	Gap Rd	32	02/14/08	02/14/10	Roza Canal	N	0	No repairs	95.50	
242100162	B	McDonald Rd	25	02/14/08	02/14/10	SVID Canal	Y	1	Place material at NW corner of bridge in scoured area.	94.00	
253000313	B	Rothrock Rd Roza	40	02/14/08	02/14/10	Roza Canal	N	0	No repairs	93.25	
515500302	B	Yakima River Dr CID	30	03/21/08	03/21/10	CID Canal	Y	1	Replace the end treatments on the bridge rails with new, updated end treatments.	93.00	
								Y	1		Add another 6'3" section of guardrail at NE corner.
								Y	1		Rebend the end treatment at NE corner.

Bridge No.	B = BRIDGE SS = SHORT SPAN C = CULVERT	Bridge Name	Length (in feet)	Date Inspected	Next Inspection Date	Bridge Crossing	Repair Needed	Priority*	Repair Description	Sufficiency Rating
204600008	B	King Tull	52	02/13/08	02/13/10	SVID Canal	Y	2	Remove the forms at the SW corner of the retaining wall.	92.41
515800002	B	Bridge Rd	32	02/20/08	02/20/10	CID Canal	N	0	No repairs	92.22
517000000	B	Grosscup Rd	34	03/21/08	03/21/10	CID Canal	N	0	No repairs	91.97
309500093	B	District Line Rd	28	03/06/08	03/03/10	BID Canal	N	0	No repairs	91.22
776800042	B	Erickson Rd	28	02/19/08	02/19/10	CID Canal	Y	1	Place material at scoured area 10' long on south footing.	90.91
189100007	B	Graham Rd	52	39499	02/21/10	KID Canal	Y	1	Cut down tree from under bridge. Do not disturb roots.	90.50
243100154	B	Pioneer Rd	29	02/15/08	02/15/10	SVID Canal	Y	1	Place material at NE corner to fill hole. Remove large boulder at SW corner. Feather patch approaches.	88.95
489101306	B	Nine Canyon	22	02/19/08	02/19/10	CID Canal	Y	1	Place material at SW corner at 2' long scour hole.	88.25
								3	Reverse the laps on the west bridge rail.	
315500288	B	Case Rd	29	02/15/08	02/15/10	Roza Canal	N	0	No repairs	87.61
714000085	B	36th Ave, E	32	02/19/08	02/19/10	CID Canal	N	0	No repairs	87.51
205700224	B	Wilgus Rd SVID Canal	32	02/13/08	02/13/10	SVID Canal	Y	1	Patch longitudinal crack on W side of deck.	86.50
489101153	B	Nine Canyon	20	02/19/08	02/19/10	KID Canal	Y	2	Place fill material around the base of the guardrail post at the northeast corner of the bridge.	86.21
255500668	B	Missimer Rd	48	02/13/08	02/13/10	Roza Canal	Y	1	Place material behind NW wingwall and fill in wash out that was created due to water runoff.	85.38
327100069	B	Truhlicka Rd	21	03/03/08	03/03/10	Roza Canal	N	0	No repairs	85.22
210300295	B	County Rt 12	46	02/13/08	02/13/10	SVID Canal	Y	1	Clean sediment off the top of the abutment and from around the steel girders at the SE corner of the bridge to keep the steel from rusting.	85.00
253000011	B	Rothrock Spring Creek	22	02/15/08	02/15/10	Spring Creek	N	0	No repairs	84.41
255500339	B	Missimer Rd	38	02/13/08	02/13/10	SVID Canal	N	0	No repairs	83.94
204600575	B	King Tull	31	02/14/08	02/14/10	SVID Canal	N	0	No repairs	81.71
221501858	B	OIEH	20	03/03/08	03/03/10	Corral Creek	N	0	No repairs	80.54
503500035	B	Valley View Rd	32	02/20/08	02/20/10	CID Canal	N	0	No repairs	79.14
518000171	B	Twin Bridges Rd Horn Rapids	34	02/20/08	02/20/10	Horn Rapids Corp Canal	Y	1	Fill material at guardrail post at NE corner.	78.13
221501017	B	OIEH	26	02/15/08	02/15/10	Spring Creek	N	0	No repairs	77.93
202500280	B	Griffin Rd	37	02/13/08	02/13/10	SVID Canal	N	0	No repairs	77.8
210900136	B	Gap Rd	34	02/14/08	02/14/10	SVID Canal	N	0	No repairs	76.70
205700629	B	Wilgus Rd Roza	40	02/13/08	02/13/10	Roza Canal	N	0	No repairs	76.49
133500146	B	McKinley Springs Rd	40	12/04/07	12/04/09	Glade Creek	Y	1	Patch the west bottom corner spalls on E4 Girder above the bearings on both abutments.	73.03
253000110	B	Rothrock Rd SVID	25	02/15/08	02/15/10	SVID Canal	N	0	No repairs	70.36
301000093	B	Hess Rd	52	12/03/07	12/03/09	Chandler Canal	Y	1	Current CE project will replace timber rails with thrie beam.	67.95

Bridge No.	B = BRIDGE SS = SHORT SPAN C = CULVERT	Bridge Name	Length (in feet)	Date Inspected	Next Inspection Date	Bridge Crossing	Repair Needed	Priority*	Repair Description	Sufficiency Rating
221501107	B	OIEH	60	02/15/08	02/15/10	Snipes Creek	Y	1	Install grout/caulking or some type of fill material in between abutment and wing wall where the original filler has deteriorated and washed out at all 4 corners.	66.9
301000146	B	Hess Rd	71	12/04/07	12/04/09	Chandler Canal	Y	1	Current CE project will replace timber rails with thrie beam.	63.04
332100076	B	Thomas Rd	22	03/24/08	03/24/10	BID Canal	Y	2	Replace the bridge rail post on the downstream side of the bridge.	61.73
761300110	B	Oak St	36	02/19/08	02/19/10	CID Canal	N	0	No repairs	57.98
309500042	B	District Line Rd	52	12/03/07	12/03/09	Chandler Canal	Y	1	Replace the delineator post at the NE cor of the bridge. Replace cracked, rotated, missing blocking at the bottom of the rail posts. Replace broken cross braces between Girders A & B at both abutments.	55.40
221501583	B	OIEH	50	12/05/07	12/05/09	Chandler Canal	Y	1	Remove any loose or delaminated concrete from spalled corner of west abutment and diaphragm, clean exposed rebar and patch with concrete.	54.77
169600109	C	Chandler Rd	18	03/07/05	03/07/10	KID Canal	Y	3	Mark the crossing with white paint on the roadway surface.	100.00
203600052	C	Apricot Rd	10	06/02/06	03/02/11	SVID Canal	Y	1	Fill void on downstream end east side.	99.25
309500218	C	District Line Rd	8	01/01/08	01/01/13	Roza Canal	N	0	No repairs	96.98
504400019	C	Brian Lane	10	02/20/08	02/20/13	Lapierre Canyon drainage	N	0	No repairs	96.98
137000978	C	Horrigan Rd	8	01/01/06	01/01/11	Unnamed drainage MP 9.776	N	0	No repairs	96.95
3117100080	C	Obrien Rd	8	01/01/06	01/01/11	Roza Canal	N	0	No repairs	96.95
110200922	C	Sellards Rd at MP 9.22	10	03/05/08	03/05/13	Unnamed drainage	Y	1	Place material in downstream scour hole.	96.94
221900272	C	Crosby Rd	10	01/01/06	01/01/11	Spring Creek	N	0	No repairs	96.94
188200068	C	Jacobs Rd	10	03/07/05	03/07/10	Unnamed drainage MP 0.683	Y	3	Clean out the drop inlets for the two 18" CMP culvert that feed into the inlet.	96.93
188200504	C	Jacobs Rd	8	03/07/05	03/07/10	Unnamed drainage MP 5.037	Y	1	Mark the crossing with white paint on the roadway surface.	96.93
133500379	C	McKinley Springs Rd	10	03/05/08	03/05/13	Unnamed drainage	Y	1	Add more fill material to SE guardrail end treatment. Check the bolts on the guardrail.	96.89
110200733	C	Sellards Rd at MP 7.39	10	03/05/08	03/05/13	Unnamed drainage	Y	1	Place material in downstream scour hole.	96.85
110201894	C	Sellards Rd at MP 18.94	8	02/21/08	02/21/13	Carter Canyon	N	0	No repairs	96.85
111800008	C	Webber Canyon Rd at MP 0.078	9	03/03/06	03/03/11	Unnamed drainage	N	0	No repairs	96.83

Bridge No.	B = BRIDGE SS = SHORT SPAN C = CULVERT	Bridge Name	Length (in feet)	Date Inspected	Next Inspection Date	Bridge Crossing	Repair Needed	Priority*	Repair Description	Sufficiency Rating
111800031	C	Webber Canyon Rd at MP 0.308	9	03/03/06	03/03/11	Unnamed drainage	N	0	No repairs	96.83
111800078	C	Webber Canyon Rd at MP 0.778	12	03/03/06	03/03/11	Unnamed drainage	N	0	No repairs	96.83
111800102	C	Webber Canyon Rd at MP 1.020	18	03/03/06	03/03/11	Unnamed drainage	N	0	No repairs	96.83
111800112	C	Webber Canyon Rd at MP 1.112	10	03/03/06	03/03/11	Unnamed drainage	N	0	No repairs	96.83
111800120	C	Webber Canyon Rd at MP 1.120	15	03/03/06	03/03/11	Unnamed drainage	N	0	No repairs	96.83
111810059	C	Webber Canyon Rd at MP 0.594	13	03/03/06	03/03/11	Unnamed drainage	N	0	No repairs	96.83
111900401	C	Travis Rd	10	01/01/06	01/01/11	Unnamed drainage	N	0	No repairs	96.83
110201483	C	Sellards Rd at MP 14.83	9	03/05/08	03/05/13	Unnamed drainage	Y	1	Install end treatment on east end of south guardrail that is missing. Reshape SW end treatment.	96.81
110201382	C	Sellards Rd at MP 13.82	12	03/05/08	03/05/13	Unnamed drainage	Y	1	Place material along exposed footings.	96.79
111900860	C	Travis Rd	9	01/01/06	01/01/11	Unnamed drainage	N	0	No repairs	96.74
475000239	C	Coffin Rd	15	03/04/08	03/04/13	4 Mile Canyon	N	0	No repairs	96.56
222200644	C	Hanks Rd	12	01/01/06	01/01/11	Snipes Creek	N	0	No repairs	92.19
222200946	C	Hanks Rd	12	01/01/06	01/01/11	Snipes Creek	N	0	No repairs	92.19
111900531	C	Travis Rd	12	02/21/08	02/21/10	Carter Canyon	Y	1	Exposed footing on south side. Fill scour hole 45" deep by 4' long at SE corner with large material.	90.46
221200412	C	Snipes Rd	14	03/24/06	03/24/11	Spring Creek	Y	2	Clean out both ends of culvert.	88.33
502000032	C	Lorayne J Blvd	10	02/20/08	02/20/13	Lapierre Canyon	Y	1	Clean brush and debris from inlet end.	87.75
230000520	C	Evans Rd	18	03/24/06	03/24/11	Spring Creek	N	0	No repairs	87.45
162000182	C	Gwinn Rd	8	03/04/08	03/04/13	Unnamed drainage	Y	1	Place material in scour hole caused by water running off the roadway at the top of the north headwall and down underneath the west side.	87.38
201000101	C	County Line Rd	10	03/02/06	03/02/11	SVID Canal	0		No repairs	87.25
328100137	C	Kelly Rd	9	03/03/06	03/03/11	Roza Canal	N	0	No repairs	86.70
240100184	C	Bunn Rd	12	03/02/06	03/02/11	SVID Canal	N	0	No repairs	86.45
2185000398	C	Hinzerling Rd	18	03/24/06	03/24/11	Spring Creek	N	0	No repairs	83.20
495501132	C	Finley Rd	9	03/03/08	03/03/13	CID Canal	N	0	No repairs	81.01
301000143	C	Hess Rd	8	03/03/06	03/03/11	Spring Creek	N	0	No repairs	73.20
330900006	C	Knox Rd	9	03/03/06	03/03/11	Corral Creek	N	0	No repairs	72.45
322200054	SS	Acord Rd	19	03/03/08	03/03/10	Corral Creek	N	0	No repairs	87.7
16500713	SS	Bert James Rd	14	06/09/06	03/09/11	Unnamed drainage	N	0	No repairs	85.45
343200001	SS	Davis Rd	12	03/03/06	03/03/11	BID Canal	N	0	No repairs	84.43
764000224	SS	Finley Rd	16	03/06/06	03/06/11	CID Canal	Y	3	Replace end treatments.	82.45
337100133	SS	Whan Rd	16	03/03/06	03/03/11	BID Canal	N	0	No repairs	81.39
330900083	SS	Knox Rd	14	03/03/06	03/03/11	BID Canal	N	0	No repairs	78.70
226400967	SS	McCreadie Rd	18	03/02/06	03/02/08	Snipes Creek	Y	3	Cut down the trees and clear brush under bridge.	77.39
245000038	SS	Biggam Rd	18	03/02/06	03/02/11	Spring Creek	N	0	No repairs	75.7
330900027	SS	Knox Rd	14	03/03/06	03/03/11	Corral Creek	N	0	No repairs	74.95
772100091	SS	Piert Rd	15	03/06/06	03/06/11	CID Canal	N	0	No repairs	74.61
330200133	SS	Highland Extension, W	18	03/03/06	03/03/11	Corral Creek	Y	3	Replace sixth post from SE corner of bridge.	74.23

Bridge No.	B = BRIDGE SS = SHORT SPAN C = CULVERT	Bridge Name	Length (in feet)	Date Inspected	Next Inspection Date	Bridge Crossing	Repair Needed	Priority*	Repair Description	Sufficiency Rating
720300062	SS	Gum St	18	03/06/06	03/06/11	CID Canal	Y	3	Replace end treatments. N end and E side rail post missing bolts.	70.45
758000101	SS	27th Ave, E	12	03/06/06	03/06/11	CID Canal	Y	1	Replace the old end treatments on the southerly bridge rail with new updated end treatments.	70.45

- \* 1 = Repair in 1 year maximum;
- \* 2 = Repair in 3 year maximum;
- \* 3 = Repair when possible

# **ROAD INVENTORY**

## Road Inventory

This section is an inventory of roads that are operated and maintained by Benton County. This list changes yearly because annexations into adjoining cities diminish our road inventory while new developments add to our inventory.

Roads are categorized according to how they operate/function. This Federal Functional Classification (FFC) is a significant factor in determining available funding for road improvements. Following is a chart that illustrates certain funding sources and which FFC roads have access to those funds. Also, identified below, are the operational characteristics for each of the FFC's.

The right hand column on the FFC 07, 08, 16 and 17 inventory lists is a comparative rating. Criteria used in developing this rating include traffic, safety history, structural integrity and geometrics. These roads will periodically be reevaluated to account for changes that effect the rating.

### RURAL

#### Major Collector (07):

- Provides service to:
  - any county seat not on arterial;
  - larger towns not served by arterial;
  - other traffic generators of intra-county importance.
- Links these places with other nearby towns or cities with routes of higher classifications.
- Serves more important intra-county travel corridors.

#### Minor Collector (08):

- Roads spaced to:
  - reflect population density;
  - collect traffic from local roads;
  - bring all developed areas within a reasonable distance of a collector road.
- Provide service to remaining smaller communities.
- Link locally important generators with outlying areas.

#### Local Access (09):

- Primarily provide access to adjacent land.
- Provide service to travel over relatively short distances.
- Encompasses all roadways not classified as collectors or arterials.
- 65 – 75% of road mileage.

## URBAN

### Minor Arterial (16):

- Interconnects and augments the urban principal arterial system.
- Serves moderate length trip desires as a somewhat lower mobility than principal arterials.
- Distributes traffic to smaller geographic areas than principal arterials.
- Should not penetrate identifiable neighborhoods.
- Cumulative percentages:
  - 15 – 25% of total system road mileage
  - 65 – 80% of Vehicle Miles Traveled (VMT)

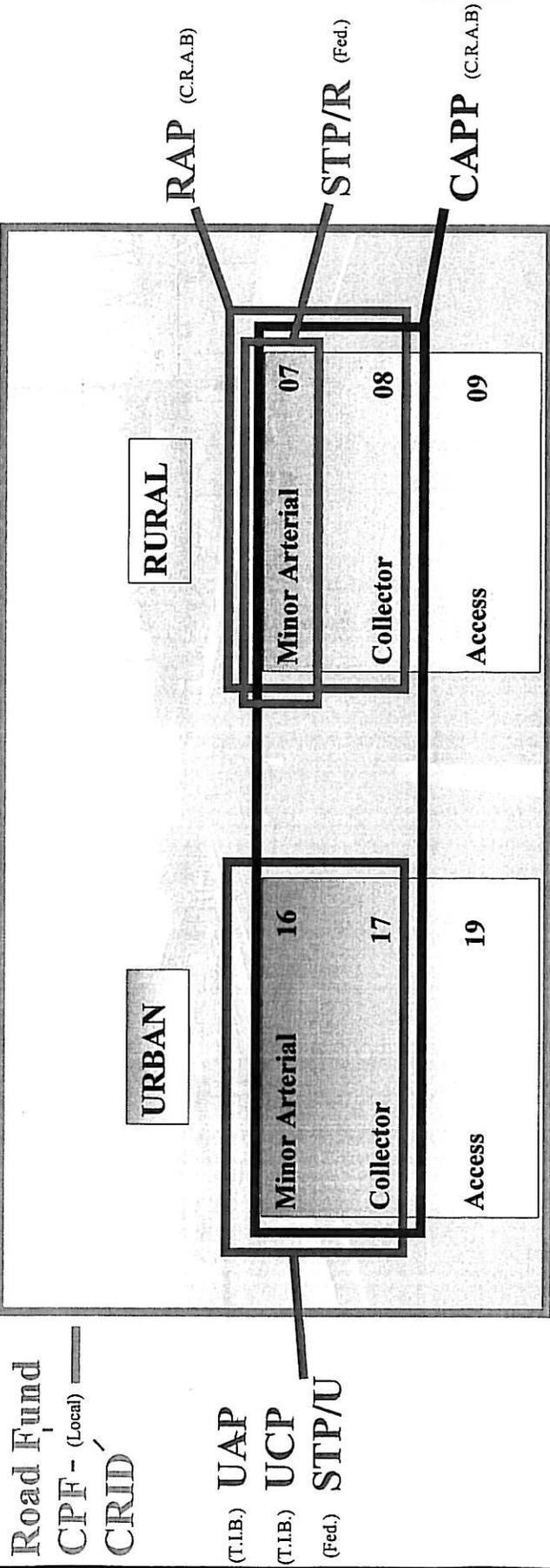
### Collector (17):

- Provides land access and traffic circulation within residential neighborhoods, commercial and industrial areas.
- May penetrate residential neighborhoods.
- Collects traffic from local streets and channels it to arterials.
- May include majority of Central Business District (CBD) street grid.

### Local Access (19):

- Provides direct access to abutting land use.
- Provides access to higher orders of the system.
- Service to through traffic is usually discouraged.

# FUNDING SOURCES



Road Fund  
 CPF - (Local)  
 CRID

(T.I.B.) UAP  
 (T.I.B.) UCP  
 (Fed.) STP/U

- **Local**  
 Road Fund..... County Road Fund (101-101)  
 CPF..... Capitol Project Fund (101-102)  
 CRID..... County Road Improvement District
- **State - T.I.B. (Transportation Improvement Board)**  
 UAP..... Urban Arterial Program  
 UCP..... Urban Corridor Program
- **Federal**  
 STP/U..... Surface Transportation Program/Urban
- **State - C.R.A.B. (County Road Admin. Board)**  
 RAP..... Rural Arterial Program  
 CAPP..... County Arterial Preservation Program
- **Federal**  
 STP/R..... Surface Transportation Program/Rural

### Major Collector (Rural) - FFC 07

Road Name	From ... To	Miles	Rate
Bennett Ave	Richards Rd to Prosser City Limits	0.902	34
Byron Rd	Richards Rd to Prosser City Limits	0.851	50
Christy Rd	Plymouth Rd to SR 14	7.457	36
Clodfelter Rd	Plymouth Rd to C Williams Rd	2.124	11
	C Williams Rd to C Williams Rd	2.847	34
	C Williams Rd to Tripple Vista Dr	1.450	24
	Tripple Vista Dr to I-82 south abutment	2.656	33
County Route 12	County Line Rd to Gap Rd	4.705	19
Gap Rd	Prosser City Limits to I-82 south ROW	0.105	23
	I-82 north ROW to Johnson Rd	0.390	32
Grant Ave	Prosser City Limits to Old Inland Empire Hwy	0.145	23
Johnson Rd	County Route 12 to Hinzerling Rd	1.784	32
Kennedy Rd	SR 224 to Federal Urban Area Boundary	5.083	23
McKinley Springs Rd	Benton County Boundary to Sellards Rd	8.652	12
Old Inland Empire Hwy	County Line Rd to Prosser City Limits	3.528	33
	Grant Ave to Rothrock Rd (+ Y - Hinzerling)	4.512	34
	Rothrock Rd to District Line Rd	4.448	37
	District Line Rd to Chandler Bridge	1.837	26
	Chandler Bridge to Knox Rd	1.547	34
	Knox Rd to Corral Creek Rd	1.189	28
	Corral Creek Rd to Benton City City Limits	2.265	41
Piert Rd	Meals Rd to Riek Rd	0.447	33
Plymouth Rd	Christy Rd to SR 14	0.674	28
	SR 14 to Sellards Rd	12.983	13
Sellards Rd	McKinley Springs Rd to SR 221	12.102	13
	SR 221 to Travis Rd	7.075	19
	Travis Rd to Plymouth Rd	4.004	13
Travis Rd	Sellards Rd to Webber Canyon Rd	3.532	54
Webber Canyon Rd	County Well Rd to Dennis Rd	3.089	20
	Dennis Rd to Benton City City Limits	3.289	39
	<b>Total</b>	<b>105.672</b>	

### Minor Collector (Rural) - FFC 08

Road Name	From ... To	Miles	Rate
Acord Rd	Roza Rd, W to SR 225	2.695	34
Badger Canyon Rd	Sellards Rd to Cemetery Rd	1.862	33
	Cemetery Rd to Badger Rd	3.578	32
Badger Rd	Webber Canyon Rd to Badger Canyon Rd	5.937	18
	Badger Canyon Rd to Urban Area Boundary	5.419	19
Bert James Rd	Horrigan Rd to Sellards Rd	5.993	23
	Sellards Rd to SR 221	4.247	51
C Williams Rd	Locust Grove Rd to Clodfelter Rd	0.578	22
Case Rd	Old Inland Empire Hwy to Hanks Rd	2.310	52
	Hanks Rd to Snipes Rd	2.115	49
	Snipes Rd to Coats Rd	1.040	17
Coffin Rd	I-82 to Nine Canyon Rd	4.941	13
Corral Creek Rd	Old Inland Empire Hwy to SR 225	2.401	34
County Line Rd	Old Inland Empire Hwy to King Tull Rd	2.020	39
County Well Rd	SR 221 to McBee Rd	3.117	25
	McBee Rd to Webber Canyon Rd	4.154	27
Crosby Rd	King Tull Rd to Hanks Rd	2.477	38
	Hanks Rd to Snipes Rd	2.077	36
	Snipes Rd to McClure Rd	3.102	60
	McClure Rd to Crooks Rd	4.994	58
Demoss Rd	SR 224 to Ruppert Rd	3.973	29
District Line Rd	Hanks Rd to Knox Rd	0.862	34
Finley Rd	Meals Rd to Kirk Rd	3.162	26
	Kirk Rd to Albright Rd	0.301	31
	Albright Rd to begin pavement	1.134	48
	Begin pavement to Urban Area Boundary	2.735	25
Foisy Rd	Pioneer Rd to Rothrock Rd	0.492	30
Gap Rd	Johnson Rd to Hanks Rd	3.064	21
	Hanks Rd to Evans Rd	0.991	38
	Evans Rd to Snipes Rd	1.057	42
Griffin Rd	Old Inland Empire Hwy to County Route 12	2.203	31
	Lemley Rd to Hanks Rd	1.515	34
	Hanks Rd to Snipes Rd	2.018	23
Hanks Rd	County Line Rd to Griffin Rd	1.026	14
	Griffin Rd to Gap Rd	3.011	16
	Gap Rd to Crosby Rd	2.032	21
	Crosby Rd to Aller Rd	3.035	45
	Aller Rd to Case Rd	1.012	32
	Case Rd to District Line Rd	2.086	38
Harrington Rd	West Richland City Limits to Yakima River Dr	1.943	33
Hinzerling Rd	Old Inland Empire Hwy to King Tull Rd	1.037	34
Horrigan Rd	McKinley Springs Rd to Lincoln Rd	4.025	30
	Lincoln Rd to Bert James Rd	3.463	36
	Bert James Rd to Davis Rd	2.102	36
	Davis Rd to SR 221	2.896	12
Kelly Rd	Shuler Rd to Roza Rd, W	1.501	50
King Tull Rd	County Line Rd to County Route 12	1.431	37
	County Route 12 to Gap Rd	2.555	31

Road Name	From ... To	Miles	Rate
	Gap Rd to Crosby Rd	1.516	29
	Crosby Rd to Pioneer Rd.	1.986	27
Kirk Rd	Nine Canyon Rd to Finley Rd	3.688	28
Knox Rd	Old Inland Empire Hwy to Shuler Rd	1.368	38
	Shuler Rd to District Line Rd	2.954	50
Locust Grove Rd	C Williams Rd to Edwards Rd	2.026	25
	Edwards Rd to I-82	2.918	11
Lower County Line Rd	North River Rd to Old Inland Empire Hwy	0.965	46
McClure Rd	Crosby Rd to Rothrock Rd	1.193	57
McCreadie Rd	County Line Rd to Gap Rd	4.038	59
Meals Rd	Finley Rd to begin pavement	2.316	21
	Begin pavement to Ayers Rd	3.377	51
	Ayers Rd to Hover Rd	2.022	42
	Hover Rd to Piert Rd	2.338	23
Nine Canyon Rd	Coffin Rd to Kirk Rd	3.515	30
	Kirk Rd to Mills Rd	2.086	24
	Mills Rd to Federal Urban Area Boundary	3.576	44
North River Rd	Lower County Line Rd to Wilgus Rd	1.725	15
	Wilgus Rd to Prosser City Limits	3.073	57
Old Inland Empire Hwy	Prosser City Limits to Grant Ave	0.358	33
Pioneer Rd	Old Inland Empire Hwy to King Tull Rd	0.977	41
River Rd	SR 225 to Benton City City Limits	3.152	49
Rothrock Rd	Old Inland Empire Hwy to Hanks Rd	2.535	33
	Hanks Rd to Snipes Rd	2.099	33
	Snipes Rd to McClure Rd	1.830	29
Roza Rd, W	Kelly Rd to Acord Rd	0.249	34
Ruppert Rd	Demoss Rd to West Richland City Limits	2.320	23
Shuler Rd	Knox Rd to Kelly Rd	0.557	26
Snipes Rd	County Line Rd to Griffin Rd	1.138	60
	Griffin Rd to Gap Rd	2.931	22
	Gap Rd to Crosby Rd	2.115	16
	Crosby Rd to Rothrock Rd	2.074	31
Travis Rd	Archie Prior Rd to Reese Rd	3.072	24
	Reese Rd to Sellards Rd	2.020	11
Tyrell Rd	Travis Rd to Plymouth Rd	4.038	30
Ward Gap Rd	Sellards Rd to SR 22	5.021	32
Wilgus Rd	North River Rd to County Route 12	2.757	31
	<b>Total</b>	<b>207.642</b>	

**Local Access (Rural) - FFC 09  
Paved Roads**

Road Name	From ... to	Miles
1st Pl, SE	Doyle Pl to Mason St	0.232
2nd Ave, SE	Doyle Pl to Mason St	0.234
2nd St, NE	Begin County Road to Webber Canyon Rd	0.252
3rd Ave, SE	Mitchell St to Plymouth Rd	0.443
3rd St, NE	Lamira Rd to Willard Ave	0.072
12th Ave, W	Begin County road to Sunnyvale Dr	0.032
Abilene Ct	Cul-de-sac to Harrington Rd	0.053
Ace Ln	Cul-de-sac to cul-de-sac	0.140
Adair Rd	Cul-de-sac to cul-de-sac	1.484
Alameda St	Red Mountain Rd to Hacienda St	0.120
Albro Rd	Begin pavement to County Route 12	0.020
	Cul-de-sac to Canal Rd	0.768
Alderbrook Ct	Cul-de-sac to Harrington Rd	0.120
Aller Rd	Hanks Rd to SVID Reservoir	0.585
Amon Rd	Locust Grove Rd to end of pavement	0.164
Anaconda Ct	Cul-de-sac to Harrington Rd	0.052
Anderson Rd, NW	Begin pavement to Missimer Rd	0.043
Anderson Rd, SW	SR 221 to end of pavement	0.826
	End of pavement to end of pavement	0.083
	End of pavement to Sellards Rd	0.011
Antinori Road	SR 224 to End county road	1.254
Apple Drive	Pear Dr to end of pavement	0.444
Apricot Rd	County Line Rd to Griffin Rd	1.008
Archie Prior Rd	Begin County road to Travis Rd	0.337
Arena Rd	Begin county road to Urban Area Boundary	0.479
Atwood Rd	Wilgus Rd to Missmer Rd	1.007
Austin Ct	Cul-de-sac to Harrington Rd	0.051
Austin Rd	Begin county road to Foisy Rd	0.131
Badger Canyon Rd	At Quillen Rd	0.210
	Begin pavement to Sellards Rd	1.141
Badger Meadow Dr	Begin County Road to Sunset Meadow Lp	0.077
	Sunset Meadow Lp to End county road	0.376
Baker Dr	Horn Rapids Rd to Harrington Rd	0.215
Barker Ct	Cul-de-sac to cul-de-sac	0.082
Bateman Rd	Boffer Canyon to end of pavement	0.160
Beck Rd	Begin Pavement to end of pavement	0.700
Beers Rd	Old Inland Empire Hwy to end of County road	0.613
Bently Rd	Begin pavement to C Williams Rd	0.037
Bermuda Rd	Begin County Rd to south abutment I-82	0.305
Bettinson Rd	Old Inland Empire Hwy to Prosser City Limits	0.302
Biggam Rd	Pioneer Rd to Rothrock Rd	0.485
Billings Ct	Cul-de-sac to McWhorter Ln	0.064
Bismark Ct	Horn Rapids Rd to cul-de-sac	0.051
Blackstone Ct	Cul-de-sac to Blackstone Dr	0.048
Blackstone Dr	Flagstone Dr to Limestone Rd	0.191
Bofer Canyon Rd	Cul-de-sac to Locust Grove Rd	10.011

Road Name	From ... to	Miles
Bone Rd, S	Apricot Rd to County Route 12	0.470
Brandon Dr	Begin county road to Kase Blvd.	0.573
Bridge Rd	Harrington Rd to Yakima River Dr	0.032
Brooklyn Dr	Begin county road to Cottonwood Springs Blvd	0.250
Buena Vista Rd	Begin county road to Griffin Rd	0.424
	Begin county road to Nunn Rd	2.424
Bumgarner Dr	Cul-de-sac to cul-de-sac	0.250
Bunn Rd	Old Inland Empire Hwy to end of County road	1.844
Byron Rd	Benton County Line to Richards Rd	2.799
C Smith Rd	Begin pavement to end of pavement	0.099
C Williams Rd	Clodfelter Rd to end of pavement	0.083
Canoe Ridge Rd	SR 14 to End county road	0.057
Cantera St	Clodfelter Rd to Cul-de-sac	0.220
Canyon Meadow Dr	Sunset Meadow Lp to Country Meadow Ln	0.372
Canyon View Dr	Kase Blvd to Kase Blvd	0.522
Carel Ln	Lenore Ln to Harrington Rd	0.220
Careywood Rd	Ridge Crest Dr to Red Mountain Rd	0.283
Carlsbad Ct	Cul-de-sac to Horn Rapids Rd	0.063
Carter Rd	SR 221 to Scenic Viewpoint	0.120
Casa Pl	Cul-de-sac to Red Mountain Rd	0.122
Case Rd	Coats Rd to end of pavement	0.126
Cemetery Rd	At SR 221, Tyacke Rd and Clodius Rd	0.285
Chaffee Rd	District Line Rd to end of County road	0.303
Chandler Rd	Cul-de-sac to cul-de-sac	1.478
Christensen Rd	Begin pavement to I-82 west abutment	0.315
Clear View Ln	Summit View Dr to End County Road	0.061
Clear View Lp	Summit View Dr to Summit View Dr	0.274
Clodius Rd	At Sellards Rd and Cemetery Rd	0.120
Coats Rd	Case Rd to end of pavement	1.923
Coffin Rd	Cul-de-sac to west abutment I-82	0.048
Cold Cr Rd	SR 24 to end of pavement	0.538
Corral Cr Rd	SR 225 to end of pavement	0.004
Cottonwood Dr	Badger Rd to Urban Area Boundary	1.018
Cottonwood Springs Blvd	Cottonwood Dr to Canyon View Dr	0.747
Country Meadow Ln	Cul-de-sac to Badger Rd	0.348
County Line Rd	Highland Rd to County Route 12	0.054
Crone Rd	Good Rd to cul-de-sac	0.450
Crooks Rd	Rotha Rd to end of pavement	0.028
D McCall Rd	Yakitat Rd to cul-de-sac	0.577
Dakota Ct	Cul-de-sac to Foisy Rd	0.096
Dallas Rd	Badger Rd to I-82 south abutment	1.295
Davis Rd	Whan Rd to Evert Rd	0.378
Davis Rd, SW	At Horrigan Rd, Sellards Rd, dust project and SR 221	1.022
Day St	Paterson Ave to Prior Ave	0.077
Deerfield Ln	Begin County road to Ruppert Rd	0.081
Demoss Rd	West Richland City Limits to Overlook Dr	0.745
Dennis Rd	Begin pavement to Webber Canyon Rd	0.039
Dimmick Rd	Begin County road to River Rd	0.154
District Line Rd	Old Inland Empire Hwy to Hanks Rd	1.308
	Knox Rd to Evans Rd	0.145

Road Name	From ... to	Miles
Dowd Rd	Begin pavement to SR 221	0.036
Doyle Pl	1st Pl to 2nd Ave	0.038
Dusty Ln	Thunder Rd to Highland Rd	0.284
Edwards Rd	Begin pavement to Locust Grove Rd	0.016
Empire Dr	Cul-de-sac to cul-de-sac	0.146
Evans Rd	County Line Rd to end of pavement	9.250
	Begin pavement to District Line Rd	2.789
Evert Rd	Whan Rd to Acord Rd	1.066
Farnum Rd	At McKinley Springs Rd and Lincoln Rd	0.073
Finley Rd	Begin County road to end of pavement	0.097
Firewood Dr	Limestone Dr to Sandstone Dr	0.148
Fisk Rd	Evans Rd to Snipes Rd	1.071
Flagstone Dr	Limestone Rd to SR 224	0.302
Foxhill Dr	Travis Rd to Ruppert Rd	0.276
Frazier Rd	Corral Cr Rd to Acord Rd	1.037
French Rd	Hess Rd to end of pavement	0.009
Gerrick Rd	Begin pavement to Roza Rd, W	0.243
Gibbon Pl	Gibbon Rd to end of pavement	0.013
Gibbon Rd	Begin County road to Yakitat Rd	2.119
Good Rd	Rothrock Rd to Beers Rd	1.028
Goose Gap Rd	KID Canal to Dallas Rd	1.358
Gould Rd	Begin pavement to end of pavement	0.104
Graham Rd	Chandler Rd to cul-de-sac	0.111
Grand View Ln	Cul-de-sac to end County road	0.249
Grande Rd	KID Canal to Old Inland Empire Hwy	0.053
Griffin Rd	Begin County road to Old Inland Empire Hwy	1.243
	Cul-de-sac to Lemley Rd	0.251
	Snipes Rd to Olson Rd	0.506
Gust Rd	Hamilton Rd to end of County road	0.171
Gwinn Rd	SR 221 to end of County road	2.059
H Smith Rd	At Sellards Rd and dust project	0.092
	Begin pavement to Clodfelter Rd	0.015
Hacienda St	Cul-de-sac to cul-de-sac	0.187
Hamilton Rd	River Rd to end of County road	0.542
Hansen Rd	Gibbon Rd to cul-de-sac	0.832
Harrington Rd	Yakima River Dr to end of County road	2.373
Harrison Lp	River Rd to River Rd	0.514
Hayes Rd	Begin County road to Old Inland Empire Hwy	0.165
Heck Rd	Hinzerling Rd to King Tull Rd	1.610
Henson Rd	Travis Rd to end of pavement	0.016
Hess Rd	Old Inland Empire Hwy to Old Inland Empire Hwy	1.566
Hickman Rd	Begin County road to begin pavement	0.064
Hicks Rd	Old Inland Empire Hwy to Apricot Rd	1.513
Higdon Rd	Sales Yard Rd to end of pavement	0.110
Highland Ext Rd, E	SR 225 to River Rd	0.500
Highland Ext Rd, W	Knox Rd to Corral Creek Rd	1.436
Highland Rd	Old Inland Empire Hwy to Benton City City Limits	0.380
	Benton City City Limits to Corral Creek Rd	0.280
Highland Rd, NW	County Line Rd to County Route 12	0.132
Hillview Ct	Mayo Dr to cul-de-sac	0.128

Road Name	From ... to	Miles
Hillview Dr	Begin County road to Cottonwood Dr	0.227
Hinzerling Rd	King Tull Rd to Snipes Rd	4.053
Hoisington Rd	Missimer Rd to County Route 12	0.484
Horn Rapids Dr	Shannon Ln to Baker Dr	0.750
Hosko Rd	Rattery Rd to Old Inland Empire Hwy	0.306
Hover Rd	Meals Rd to end of County road	0.900
Huard Rd	Gap Rd to Hinzerling Rd	1.134
Hysler Rd	Kelly Rd to end of County road	0.774
Inland Rd	Old Inland Empire Hwy to Barker Ct	0.052
Jacobs Rd	Cul-de-sac to Benton City City Limits	0.177
	Benton City City Limits to Dallas Rd	6.925
Johnson Rd	County Line Rd to County Route 12	3.242
Kaitlyn Dr	Begin county road to Cottonwood Springs Blvd	0.170
Kase Blvd	Begin county road to Cottonwood Dr	0.503
Kelly Rd	Orcutt Rd to Shuler Rd	1.479
Kendall Rd	Benton City City Limits to Benton City City Limits	0.483
	Benton City City Limits to Old Inland Empire Hwy	0.310
Kent Rd	SR 14 to end of County road	0.720
Kim Lane	Sunset Rd to cul-de-sac	0.225
King Rd	Begin pavement to McKinley Springs Rd	0.007
Kuhlman Rd	Crosby Rd to McDonald Rd	1.063
Lamira Rd	3rd St to 2nd St	0.140
Lee Rd	Prosser City Limits to end of County road	0.181
Lemley Rd	Wilgus Rd to McCreadie Rd	2.365
Lenore Ln	Carel Ln to Shannon Ln	0.361
Lenzie Rd	Begin County road to SR 221	1.255
Lightning Ln	Sandy Ln to Rainy Ln	0.066
Lilliann Dr	Begin county road to Cottonwood Springs Blvd	0.242
Limestone Rd	Sandstone Dr to end of County road	0.450
Lincoln Rd	At Farnum Rd and Sellards Rd	0.155
Lob Ln	Ace Ln to Ruppert Rd	0.521
Longley Rd	Begin County road to Christy Rd	0.014
Love Ln	Begin County road to cul-de-sac	0.176
Mainline Rd	Begin County road to SR 14	0.059
Manuel Dr	Tripple Vista Dr to Cantera St	0.319
Marcum Dr	Begin County Rd to Christy Rd	0.015
Mason St	Christy Rd to 3rd Ave	0.143
Massingale Rd	River Rd to end of County road	0.355
Mayo Dr	Red Mountain Rd to SR 224	0.600
Mayo Loop	Mayo Dr to Mayo Dr	0.350
McBee Rd	At dust project and KID Canal	0.213
McClure Y - Crosby	McClure Rd to Crosby Rd	0.109
McCreadie Rd	Gap Rd to Pioneer Rd	3.484
	Rothrock Rd to Case Rd	1.727
McDonald Rd	Old Inland Empire Hwy to King Tull Rd	0.973
	King Tull Rd to McCreadie Rd	1.014
	McCreadie Rd to end of pavement	0.260
	Hanks Rd to end of County road	2.297
McNary Ct	SR 14 to end of County road	0.371
McNary Rd	I-82 to Corps of Engineers	1.543

Road Name	From ... to	Miles
McWhorter Ln	Cul-de-sac to Harrington Rd	0.281
Missimer Rd	North River Rd to County Route 12	2.410
	Albro Rd to end of pavement	5.741
	Beg. Pavement S of Anderson to end pavement N of Anderson	0.155
Mitchell St	Christy Rd to 3rd Ave	0.160
Moore Rd	Begin County road to North River Rd	0.385
Morgan Rd	Roza Rd, E to Whan Rd	0.522
Mountain Pl	Cul-de-sac to Red Mountain Rd	0.115
Mountain Ridge Ct	Cul-de-sac to Summit View Dr	0.111
Nicoson Rd	Begin pavement to Locust Grove Rd	0.884
Nine Canyon Rd	Begin County road to Coffin Rd	1.909
Nunn Rd	Buena Vista Rd to Prosser City Limits	0.188
Nunn St	Christy Rd to 3rd Ave	0.147
OIEH Y - Whitstran	Old Inland Empire Hwy to Old Inland Empire Hwy	0.078
O'Brien Rd	Hanks Rd to Snipes Rd	2.065
Olive St	Christy Rd to 3rd Ave	0.151
Olson Rd	County Line Rd to Griffin Rd	0.995
Orcutt Rd	Kelly Rd to Roza Rd, W	1.963
Overlook Dr	Demoss Rd to end of County road	0.093
Owens Rd	Begin pavement to CR 397	0.010
Paterson Ave	SR 221 to Day St	0.265
Patricia Rd	Begin county road to King Tull Rd	0.138
Pauline Rd	Pioneer Rd to End county road	0.249
Peach Dr	Cul-de-sac to cul-de-sac	0.219
Pear Dr	Apple Dr to Jacobs Rd	0.096
Pendleton Rd	River Rd to end of County road	0.476
Perrault Rd	SR 221 to end of pavement	0.088
Perry Monument Rd	CR 397 to end of pavement	0.010
	Tripple Vista Dr to End county road	0.115
Piert Rd	Begin County road to Meals Rd	1.066
Pioneer Rd	King Tull Rd to McCreddie Rd	1.007
Plum Dr	Begin pavement to Apple Dr	0.040
Plymouth Industrial Rd	Begin County road to SR 14	0.113
Plymouth Rd	Corp of Engineers to Christy Rd	0.153
Plymouth St	Christy Rd to 3rd Ave	0.155
Prior Ave	Paterson School to Day St	0.530
Pump Rd	Begin pavement to Hinzerling Rd	0.010
Quillen Rd	At Badger Canyon Rd and Plymouth Rd	0.088
Rainy Ln	Thunder Rd to Highland Rd	0.274
Rankin Rd	Crosby Rd to End county road	0.267
Rankin Y-Crosby	Rankin Rd to Crosby Rd	0.066
Rattery Rd	Hosko Rd to Old Inland Empire Hwy	0.538
Rayhill Rd	Old Inland Empire Hwy to end of County road	0.368
Reata Rd	Begin County road to I-82 north abutment	0.597
Red Mountain Rd	SR 224 to end of pavement	1.993
Redstone Dr	Limestone Rd to Flagstone Dr	0.293
Reese Rd	At Travis Rd and Plymouth Rd	0.102
Richards Rd	Ward Gap Rd to Byron Rd	2.088
Richmond Rd	Begin pavement to Clodfelter Rd	0.019
Ridge Crest Dr	Red Mountain Rd to Red Mountain Rd	0.789

Road Name	From ... to	Miles
Ridge Crest Lp	Red Mountain Rd to Red Mountain Rd	0.468
Ridgeview Ct	Ridgeview Dr to cul-de-sac	0.070
Ridgeview Dr	Begin County road to Hillview Dr	0.537
Ridgeview Ln	Begin County road to Summit View Dr	0.039
Robertson Rd	County Line Rd to cul-de-sac	0.254
Rotha Rd	At Crooks Rd	0.076
Rothrock Rd	McClure Rd to end of pavement	0.004
Roza Rd, E	Corral Cr Rd to Acord Rd	1.101
Roza Rd, W	Begin County road to Kelly Rd	0.192
	Acord Rd to Orcutt Rd	0.737
Rundle Rd	Begin County road to North River Rd	0.316
Rydeholm Rd	Begin pavement to SR 221	0.024
Sage Ct	Cul-de-sac to Sage Dr	0.023
Sage Dr	Limestone Rd to Sandstone Dr	0.135
Sagebrush Rd	Summit View Dr to Urban Area Boundary	0.901
Sales Yard Rd	SR 221 to cul-de-sac	2.070
Sandstone Dr	Limestone Rd to Redstone Dr	0.306
Sandstone Pl	Sandstone Dr to SR 224	0.040
Sandy Ln	Lightning Ln to cul-de-sac	0.069
Shannon Ln	Horn Rapids Rd to Harrington Rd	0.331
Shelby Rd	Wamba Rd to cul-de-sac	0.861
Shuler Rd	Kelly Rd to end of County road	0.539
Sievers Rd	Old Inland Empire Hwy to Atwood Rd	0.507
Sloan Rd	Begin pavement to Finley Rd	0.568
Smith Rd	Begin pavement to North River Rd	0.012
Snipes Rd	Rothrock Rd to end of pavement	0.594
	Fisk Rd to end of pavement	0.043
	Begin pavement to end of County road	1.512
Snow Ln	Thunder Rd to Highland Rd	0.224
Sonova Rd	Klickitat county line to SR 14	2.813
Spirit Ln	Cul-de-sac to Badger Rd	0.458
Steele Rd	North River Rd to Old Inland Empire Hwy	0.964
Stephen Rd	SR 221 to end county road	0.500
Summit View Dr	Grand View Ln to Sagebrush Rd	1.379
Sunnyvale Dr	Cul-de-sac to Kennewick City Limits	0.222
Sunset Rd	Begin County road to end County road	2.551
Sunset Meadow Lp	Badger Rd to Canyon Meadow Dr	0.705
Swain Rd	Hinzerling Rd to end of pavement	0.010
	Begin pavement to Heck Rd	0.053
Swaley Rd	Case Rd to end County road	1.337
Tara Rd	Begin County road to end County road	0.302
Taylor Rd	Begin County road to Hinzerling Rd	0.308
Teresa Ln	Valda Lane to Kim Lane	0.131
Thomas Rd	Highland Ext Rd to Kelly Rd	1.112
Thunder Rd	Rainy Ln to Williams Rd	0.287
Tilstra Rd	River Rd to end of County road	0.267
Toothaker Rd	Meals Rd to BNSFRR	1.005
Township Rd	Benton County Line to Sellards Rd	0.709
Tripple Vista Ct	Tripple Vista Dr to cul-de-sac	0.047
Tripple Vista Dr	Clodfelter Rd to Cantera St	0.487

Road Name	From ... to	Miles
Truhlicka Rd	Knox Rd to Roza Canal	0.688
Truman St	Christy Rd to end County Rd	0.045
Tyacke Rd	At Sellards Rd and Cemetery Rd	0.174
Tyrell Rd	Plymouth Rd to end of pavement	0.015
Upper Blair Rd	At dust control project	0.095
Valda Lane	Sunset Rd to cul-de-sac	0.200
Valley Drive	Peach Dr to Jacobs Rd	0.150
Van Buren Rd	Begin pavement to Old Inland Empire Hwy	0.012
Waggoner Rd	Begin county road to McKinley Springs Rd	1.440
Wamba Rd	Shelby Rd to Johnson Rd	0.472
Ward Gap Rd	SR 22 to BNSFRR	0.027
Wardlow Ln	Begin County road to Kendall Rd	0.071
Watts Road	SR 14 to end of County road	0.192
Wautoma Rd	McKinley Springs Rd to end of county road	0.925
Webb Rd	North River Rd to Buena Vista Rd	0.495
Whan Rd	Old Inland Empire Hwy to cul-de-sac	2.845
Wheat Rd	Begin pavement to Clodfelter Rd	0.008
Wilgus Rd	King Tull Rd to end of pavement	4.666
Willard Ave	3rd St to Kiona Rd	0.192
Williams Rd	Empire Dr to Benton City City Limits	0.750
Williams Rd, NW	King Tull Rd to Lemley Rd	0.485
Williamson Rd	Begin pavement to Bert James Rd	2.070
Windward Ln	Begin pavement to Clodfelter Rd	0.067
Windy Ln	Thunder Rd to Highland Rd	0.245
Wittkopf Ln	Cul-de-sac to Wittkopf Lp	0.099
Wittkopf Lp	Prosser City Limits to Prosser City Limits	0.654
Yakima River Dr	Urban Area Boundary to Harrington Rd	1.908
Yakitat Pl	Begin County road to Yakitat Rd	0.015
Yakitat Rd	Cul-de-sac to Chandler Rd	5.893
Young Rd	McKinley Springs Rd to end of pavement	0.013
Zwicker Rd	Ruppert Rd to Bumgarner Dr	0.185
	<b>Total</b>	<b>216.991</b>

**Local Access (Rural) - FFC 09**  
**Unpaved Roads**

Road Name	From ... to	Miles
2nd Ave, SE	Mitchell St to Doyle Pl	0.032
2nd St, NE	End of pavement to end of County road	0.036
Albright Rd	Kirk Rd to Finley Rd	1.516
Albro Rd	OIEH to County Route 12	0.719
Amon Rd	Locust Grove Rd to end of County road	0.440
Anderson Rd, NW	County Line Rd to Missimer Rd	3.045
Anderson Rd, SW	End of pavement to end of pavement	2.716
	End of pavement to Sellards Rd	1.456
Apricot Rd	Griffin Rd to Wilgus Rd	1.023
Ayers Rd	Begin County road to Meals Rd	2.143
Badger Canyon Rd	Tyrell Rd to Quillen Rd	0.875
	Quillen Rd to begin pavement	1.906
Bateman Rd	Bofer Canyon Rd to Owens Rd	2.156
Baur Rd	Highland Ext Rd to end of County road	0.419
Beck Rd	Begin County road to begin pavement	1.067
	End of pavement to Nine Canyon Rd	5.644
Beightol Rd	County Well Rd to end County road	1.013
Bennett Rd	Missimer Rd to Rotha Rd	1.006
Bently Rd	Begin County road to begin pavement	3.764
Brown Rd	Begin County road to Finley Rd	1.000
C Smith Rd	Begin County road to Travis Rd	0.902
C Williams Rd	End of pavement to Locust Grove Rd	2.393
Case Rd	End of pavement to Crooks Rd	7.425
Cemetery Rd	Davis Rd to Badger Canyon Rd	12.941
Christensen Rd	Begin County road to begin pavement	0.584
Clodius Rd	Sellards Rd to Cemetery Rd	1.817
	Cemetery Rd to County Well Rd	2.006
Coats Rd	End of pavement to end County road	1.017
Cold Cr Rd	End of pavement to end of County road	0.014
Corral Cr Rd	End of pavement to end of County road	0.245
Crooks Rd	Rotha Rd to Case Rd	4.043
Crow Rd	McCreadie Rd to end of County road	0.296
Davis Rd, SW	Horrigan Rd to SR 221	9.160
Dennis Rd	Henson Rd to Webber Canyon Rd	2.497
District Line Rd	BPA Power Lines to end of County road	3.096
Dowd Rd	Begin County road to SR 221	3.017
Edwards Rd	Begin County road to Locust Grove Rd	1.589
Farm Rd	Finley Rd to Meals Rd	0.660
Farnum Rd	Benton County Line to Bert James Rd	7.643
Finley Rd	End of pavement to Meals Rd	2.549
Franks Rd	South line section 34 to Crooks Rd	1.036
French Rd	Hess Rd to Old Inland Empire Hwy	0.486
Gibbon Pl	Gibbon Rd to end of County road	0.182
Glade Cr Rd	Begin County Road to Horrigan Rd	3.096
Gould Rd	County Well Rd to Hamilton Rd	2.806
H Smith Rd	Sellards Rd to Clodfelter Rd	1.465

Road Name	From ... to	Miles
Hamilton Rd, NW	Crosby Rd to end of County road	1.061
Hamilton Rd, SW	County Well Rd to end of County road	2.798
Henson Rd	Travis Rd to Dennis Rd	1.429
Hickman Rd	Begin County road to SR 221	1.404
Higdon Rd	End of pavement to end of County road	0.005
Jump Off Joe Rd	Owens Rd to end of County road	1.568
Kelly Rd	Begin County road to Orcutt Rd	0.516
King Rd	Benton County Line to begin pavement	1.159
Les Blair Rd	Finley Rd to end of County road	1.019
Lincoln Rd	Horrigan Rd to Prosser City Limits	11.380
Lower Blair Rd	Begin County road to Nine Canyon Rd	1.234
McBee Rd	Begin County road to Webber Canyon Rd	7.981
McCreadie Rd	Pioneer Rd to Rothrock Rd	0.499
Mills Rd	Kirk Rd to Nine Canyon Rd	1.230
Missimer Rd	End of pavement to end of County road	8.137
Neyens Rd	Begin County road to Kendall Rd	0.173
Nicoson Rd	Begin County road to begin pavement	4.336
Owens Rd	Beck Rd to begin pavement	7.833
Pear Dr	Begin County road to Apple Dr	0.003
Pearl Rd	Rotha Rd to Franks Rd	3.999
Perrault Rd	End of pavement to end of County road	1.046
Perry Monument Rd	End of pavement to cul-de-sac	0.699
Plum Dr	Begin pavement to Apple Dr	0.004
Pope Rd	McCreadie Rd to end of County road	0.257
Pump Rd	Begin County road to Hinzerling Rd	0.243
Quillen Rd	Badger Canyon Rd to Bently Rd	3.104
Red Mountain Rd	End of pavement to end of County road	0.014
Reese Rd	Begin County road to end County road	5.859
Richmond Rd	Begin County road to begin pavement	0.825
Root Rd	Clodfelter Rd to C Williams Rd	1.311
Rotha Rd	Hamilton Rd to Bennett Rd	5.956
Rothrock Rd	McClure Rd to Crooks Rd	5.263
Rydeholm Rd	Begin County road to SR 221	2.425
Sandy Ln	Begin County road to Lightning Ln	0.020
Sloan Rd	Begin County road to begin pavement	0.181
Smith Rd	Begin County road to North River Rd	0.588
Snipes Rd	End of pavement to end of traveled way	0.318
	End of pavement to begin pavement	0.448
Swain Rd	Hinzerling Rd to Heck Rd	0.573
Swanson Rd	Travis Rd to end of County road	1.515
Tyacke Rd	Begin County road to County Well Rd	5.696
Tyrell Rd	Plymouth Rd to end of County road	0.997
Upper Blair Rd	Nine Canyon Rd to end of County road	1.225
Van Buren Rd	Begin County road to Old Inland Empire Hwy	0.226
Wamba Rd	Johnson Rd to end of County road	0.138
Ward Gap Rd	BNSFRR to Byron Rd	0.220
Weller Rd	McBee Rd to end of County road	0.890
Wheat Rd	Begin County road to Clodfelter Rd	0.713
Wilgus Rd	End of pavement to end of County road	0.003
Williamson Rd	Lincoln Rd to begin pavement	0.938

Road Name	From ... to	Miles
Windward Ln	Cul-de-sac to begin pavement	0.019
Young Rd	McKinley Springs Rd to Bert James Rd	7.055
	<b>Total</b>	<b>211.474</b>

### Minor Arterial (Urban) - FFC 16

Road Name	From ... To	Miles	Rate
Bofer Canyon Rd	Locust Grove Rd to Kennewick City Limits	1.973	14
Columbia Park Trail	Queensgate Dr to Richland City Limits	0.855	21
CR 397	I-82 to end of County road	3.265	19
Leslie Rd	Badger Rd to Richland City Limits	0.501	43
Olympia St	CR 397 to Kennewick City Limits	0.472	47
	<b>Total</b>	<b>7.066</b>	

### Collector (Urban) - FFC 17

Road Name	From ... To	Miles	Rate
19th Ave, E	Washington St to Oak St	0.980	36
25th Ave, E	Yew St to SR 397	0.805	53
27th Ave, E	CID Canal to Yew St	1.350	50
45th Ave, E	Begin County road to Oak St	0.297	28
Badger Rd	Urban Area Boundary to I-82	0.354	19
Bowles Rd	Oak St to end of County road	3.602	43
Clodfelter Rd	I-82 to Kennewick City Limits	0.983	29
Dallas Rd	I-82 to Keene Rd	2.772	25
Finley Rd	Urban Area Boundary to SR 397	2.355	33
	SR 397 to Bowles Rd	0.835	31
	Bowles Rd to Donelson Rd	1.084	31
	Donelson Rd to SR 397	2.365	36
Game Farm Rd	Haney Rd to Finley Rd	1.011	35
Haney Rd	Game Farm to SR 397	1.333	31
Kennedy Rd	Urban Area Bdry to West Richland City Limits	0.297	29
Nine Canyon Rd	Fed Urban Area Boundary to Game Farm Rd	2.203	31
Oak St	Bowles Rd to CID Canal	1.508	42
Piert Rd	Riek Rd to Lechelt Rd	0.756	26
Queensgate Dr	Richland City Limits to I-82	0.203	27
Reata Rd	Bermuda Rd to Leslie Rd	1.784	32
	West Richland C L's to West Richland C L's	0.220	20
Twin Bridges Rd	Harrington Rd to Richland City Limits	1.712	28
	<b>Total</b>	<b>28.809</b>	

**Local Access (Urban) - FFC 19  
Paved Roads**

Road Name	From ... to	Miles
1st Ave, E	West end to Verbena St	0.022
2nd Ave, E	West end to Verbena St	0.022
2nd Ave, W	Cul-de-sac to Irving St	0.030
3rd Ave, E	Oak St to end of County road	0.810
3rd Ave, W	Harrison St to cul-de-sac	0.035
4th Pl, W	Morain St to Keller St	0.100
5th Ave, W	Morain St - City to Keller St	0.100
7th Ave, E	Kennewick City Limits to Havana St	0.774
7th Ave, W	Kennewick City Limits to SR 395	0.499
10th Ave, E	Yew St to end County road	1.144
11th Ave, W	Perry St to Morain St	0.130
12th Ave, W	Reed St to Morain St	0.256
13th Ave, E	Cedar St to Hawthorne St	0.381
	Begin County road to Pullman Rd	0.127
14th Ave, E	Gum St to end of County road	0.178
14th Pl, E	Cul-de-sac to Lexington St	0.108
15th Ave, E	Elm St to cul-de-sac	0.303
22nd Ave, E	Haney Rd to Locust Ln	0.391
23rd Ave, E	Washington St to Oak St	0.980
26th Ave, E	Gum St to end of County road	0.106
26th Ave, SE	SR 397 to end of County road	0.106
30th Ave, E	Redwood St to end of County road	0.324
31st Ct, E	Cul-de-sac to Gum St	0.202
36th Ave, E	Gum St to end of County road	0.291
	Spruce St to end of County road	0.229
44th Ave, E	Kennewick City Limits to end of County road	0.036
46th Ave, N	West Richland City Limits to Ranch Rd	0.379
47th Ave, E	Juniper St to Oak St	0.261
50th Pl, E	Finley Rd to end of County road	0.099
59th Ave, E	Begin County road to Lemon Rd	0.283
73rd Ave, E	Cul-de-sac to Fremont St	0.136
Agua Mansa Ct	Cul-de-sac to Clover Rd	0.106
Alhambra Rd	Jurupa St to Clover Rd	0.256
Alice St	Gertrude St to Stevens Dr	0.113
Arena Rd	Urban Area Boundary to Richland City Limits	0.160
Arrowhead Ave, W	Young St To Jefferson St	0.931
	Grant St to cul-de-sac	0.124
Arthur Pl, N	Canal Dr to Tucannon Ave	0.287
Arthur St, N	Canal Dr to Tucannon Ave	0.165
Badger View Dr	Reata Rd to End County Road	0.688
Beech St, S	Begin County road to 19th Ave	0.107
Bent Rd	Bermuda Rd to end of County road	0.410
Bermuda Rd	Federal Urban Area Boundary to Clover Rd	1.404
Bernath Rd	Yew St to SR 397	0.517
Bonnie Ave, W	Young St to end of County road	0.334
Bowles Y	Oak St to Bowles Rd	0.028

Road Name	From ... to	Miles
Brent Ln	Reata Rd to Travis Ln	0.051
Brian Ln	Travis Ln to cul-de-sac	0.356
Brighton Ct	Rachel Rd to cul-de-sac	0.053
Broadview Dr	Riverside Dr to West Richland City Limits	0.400
Bruce Lee Ct	Bruce Lee Ln to cul-de-sac	0.080
Bruce Lee Ln	Travis Ln to Lorayne J Blvd	0.270
Bryson Brown Rd	SR 397 to Finley Rd	1.759
Buchanan St, S	Kennnewick City Limits to 4th Ave	0.005
Caballo Pl	Toro Rd to Toro Rd	0.511
Caballo Rd	Reata Rd to Toro Rd	0.665
Cambridge Ct	Rachel Rd to cul-de-sac	0.059
Canal Dr	West Richland City Limits to Grosscup Rd	0.756
Canterbury Ct	Canterbury Rd to cul-de-sac	0.068
Canterbury Rd	Brian Ln to Lorayne J Blvd	0.167
Carlson Rd	Begin County road to Bowles Rd	0.415
Cedar St, S	Begin County road to 27th Ave	0.194
Cerda Rd	Reata Rd to Vaca Rd	0.170
Charity Ct	Cul-de-sac to Lesa Marie Ln	0.072
Chelsea Rd	Cul-de-sac to cul-de-sac	0.165
Christine Dr	Toro Pl to Michelle Dr	0.301
Cindy Rd	Rachel Rd to Katie Rd	0.195
Clover Rd	Begin County road to cul-de-sac	1.206
Cochran Rd	Gerards Rd to Columbia River Dike	2.527
Cottonwood Creek Blvd	Kimberly Dr to End County Road	0.656
Cottonwood Dr	Urban Area Boundary to Sagebrush Rd	0.735
Cougar Rd	Nine Canyon Rd to end of County road	0.172
Dague Rd	Begin County road to Perkins Rd	0.757
Donelson Rd	Finley Rd to cul-de-sac	0.614
Douglas Rd	West Richland City Limits to end of pavement	0.194
Dunham Rd	Game Farm Rd to 59th Ave	0.128
El Ravino Rd	Bermuda Rd to end of County road	0.012
Elm Ct, S	Cul-de-sac to end of County road	0.072
Elm Rd	Douglas Rd to cattle guard	0.204
Elm St, S	15th Ave to end of County road	0.060
Erickson Rd	Nine Canyon Rd to CID Canal	0.423
Escolar Rd	Mata Rd to LaPierre Canyon Dr	0.184
Etiwanda Ct	Cul-de-sac to Clover Rd	0.050
Fir St, S	11th Ave to end of County road	0.060
Fremont St, S	Begin County road to Terril Rd	0.510
Game Farm Rd	Begin County Road to Oak St	0.576
	Oak St to end of County road	1.023
Game Farm Rd	Finley Rd to Morton Rd	0.107
	SR 397 to end of County road	0.719
Gerards Rd	Begin County road to Bowles Rd	0.846
Gertrude St	Alice St to Finley Rd	0.073
Granada Ct	Valencia Dr to cul-de-sac	0.147
Grant St, N	Yellowstone Ave to Arrowhead Ave	0.050
Grosscup Rd	West Richland City Limits to end of County road	0.665
Gum St, S	Kennnewick City Limits to Kennnewick City Limits	1.594
Hailey Dr	Cottonwood Dr to Cottonwood Creek Blvd	0.063

Road Name	From ... to	Miles
Haney Rd	SR 397 to Matzat Rd	1.537
Harrison St, N	Umatilla Ave to Victoria Ave	0.059
Havana St, S	Finley Rd to 7th Ave	0.505
Hawthorne St, S	Cul-de-sac to 27th Ave	0.133
	14th Ave to 13th Ave	0.051
Heather Dr	End County Road to Cottonwood Creek Blvd	0.115
	Cottonwood Creek Blvd to End County Road	0.178
Hedges Rd	Begin County road-gate to Perkins Rd	0.217
Holly Rd	Cul-de-sac to Clover Rd	0.332
Jacob Ct	Cul-de-sac to Rachel Rd	0.075
Jefferson St, N	Yellowstone Ave to Arrowhead Ave	0.059
Jenna Ln	Cul-de-sac to Badger View Dr	0.078
Jenna Rd	Rachel Rd to LaPierre Canyon Dr	0.135
Jericho Ct	Jericho Rd to end of County road	0.126
Jericho Rd	Richland City Limits to end of County road	0.260
Joshua Ct	Cul-de-sac to Rachel Rd	0.045
Joshua Rd	Rachel Rd to LaPierre Canyon Dr	0.126
Juniper St	47th Ave, E to 45th Ave, E	0.139
Jurupa St	Cul-de-sac to end of pavement	0.388
Katie Ct	Cul-de-sac to Katie Rd	0.047
Katie Rd	Cul-de-sac to Rachel Rd	0.647
Keene Ct	Cul-de-sac to Keene Rd	0.060
Keller St, S	5th Ave to 4th Pl	0.062
Kellogg St, N	Umatilla Ave to Willamette Ave	0.115
Kentbrook Ct	Cul-de-sac to Rachel Rd	0.043
Keystone St, S	Finley Rd to 14th Pl	0.101
Kimberly Dr	Cottonwood Dr to Cottonwood Creek Blvd	0.063
Kingwood St	44th Ave to Gum St	0.410
Kirby Rd	22nd Ave to Finley Rd	0.118
Kyle Rd	Rachel Rd to Katie Rd	0.350
LaPierre Canyon Dr	Escolar Rd to cul-de-sac	0.521
Law Ln	Bofer Canyon Rd to end of County road	0.062
Lechelt Rd	SR 397 to end of County road	0.979
Lemon Dr	Game Farm Rd to 59th Ave	0.128
Lesa Marie Ct	Cul-de-sac to Lesa Marie Ln	0.092
Lesa Marie Ln	Brian Lane to Lorayne J Blvd	0.275
Lexington St, S	Finley Rd to cul-de-sac	0.113
Lincoln St	Begin County road to Main St	0.035
Lincoln St, N	Umatilla Ave to Willamette Ave	0.116
Locust Ln	Begin County road to Finley Rd	0.119
Lorayne J Blvd	Leslie Rd to end of county road	0.534
Main St	Finley Rd to Morton Rd	0.276
Manzanita Ct	Cul-de-sac to Bermuda Rd	0.125
Mariposa Rd	Begin County road to Bermuda Rd	0.016
Mata Ct	Reata Rd to Mata Rd	0.055
Mata Rd	Tajo Ct to end of pavement	0.205
Matzat Rd	Finley Rd to Haney Rd	0.275
Michelle Dr	Toro Pl to end of pavement	0.361
Morain St, S	12th Ave to 10th Ave	0.127
Morton Rd	Riek Rd to Game Farm Rd	1.174

Road Name	From ... to	Miles
Myrtle St, S	Begin County road to end of County road	0.376
Neel Lp, N	Payette Ave to Payette Ave	0.184
Nicole Dr	Cottonwood Creek Blvd to End County Road	0.115
	End County Road to Cottonwood Creek Blvd	0.126
Oak St	Game Farm Rd to Bowles Rd	1.127
Osborne St, N	Yellowstone Ave to Arrowhead Ave	0.067
Payette Ave, W	Volland St to Neel Lp	0.530
Pederson Rd	Grosscup Rd to end of County road	0.434
Perkins Rd	Dague Rd to Hedges Rd	2.487
Perry Lp, N	Payette Ave to Payette Ave	0.221
Perry St, S	12th Ave to 10th Ave	0.128
Pidcock Rd	Haney Rd to end of County road	0.378
Pullman St	Finley Rd to 13th Ave	0.097
Quinault Ave, W	Canal Dr to Union St	0.115
Quinn St	Cul-de-sac to cul-de-sac	0.165
Rachel Rd	Leslie Rd to End county road	1.369
Ranch Rd	Canal Dr to 46th Ave	0.561
Reata Rd	I-82 East abutment to Bermuda Rd	1.194
Redwood St, S	30th Ave to 27th Ave	0.209
Reed St, S	12th Ave to 10th Ave	0.127
Rialto Ct	Cul-de-sac to Rachel Rd	0.145
Ridge Rd	46th Ave to end of pavement	0.238
Riek Rd	Finley Rd to Piert Rd	1.014
Rio Grande Ave, W	Kennewick City Limits to Arthur Pl	0.084
	Union St to Sheppard St	0.219
River View Rd	Ranch Rd to end of County road	0.161
Riverside Dr	Cul-de-sac to West Richland City Limits	2.226
Rosena Ct	Valencia Dr to cul-de-sac	0.112
Ryanick Rd	Reata Rd to cul-de-sac	0.157
Sagebrush Rd	Urban Area Boundary to cul-de-sac	0.233
Sarah Ct	Cul-de-sac to Sarah Rd	0.040
Sarah Rd	LaPierre Canyon Dr to Kyle Rd	0.271
Schuster Rd	Finley Rd to Haney Rd	1.212
Sheppard St, N	Payette Ave to Rio Grande Ave	0.057
Sherman St, N	Umatilla Ave to Willamette Ave	0.116
	Yellowstone Ave to Bonnie Ave	0.129
Short Ave	Stevens Dr to Alice St	0.080
Skagit Ave, W	Grant St to Edison St	0.138
	Kennewick City Limits to Arthur Pl	0.092
Snively Rd	Twin Bridges Rd to end of pavement	2.853
Spruce St, S	36th Ave to 27th Ave	0.479
Stevens Dr	Alice St to Finley Rd	0.112
Straightbank Rd	Piert Rd to end of pavement	0.184
Tajo Ct	Reata Rd to Mata Rd	0.051
Terril Rd	Fremont St to Nine Canyon Rd	1.145
Toro Ct	Toro Rd to cul-de-sac	0.044
Toro Pl	Michelle Dr to Reata Rd	0.178
Toro Rd	Reata Rd to Caballo Rd	0.398
Travis Ct	Cul-de-sac to Travis Ln	0.048
Travis Ln	Cul-de-sac to Lorayne J Blvd	0.400

Road Name	From ... to	Miles
Tucannon Ave, W	Grant St to Edison St	0.135
	Skagit Ave to Arthur St	0.244
Tulip Ln	Windmill Rd to end of County Road	0.165
Tweedt St, N	Payette Ave to cul-de-sac	0.030
Umatilla Ave	Young St to Lincoln St	0.388
	Kennewick City Limits to Edison St	0.129
Union St, N	Quinault Ave to end of County road	0.121
Vaca Rd	Reata Rd to cul-de-sac	0.444
Valencia Dr	Bermuda Rd to Bermuda Rd	0.447
Valley View Rd	Columbia Park Trail to View Dr	0.408
Verbena St, S	Begin County road to 27th Ave	0.563
	3rd Ave to end of County road	0.198
Victoria Ave, W	Young St to Harrison St	1.048
View Dr	Begin County road to end of County road	0.428
Volland St, N	Payette Ave to cul-de-sac	0.198
Weidle Rd	Grosscup Rd to end of pavement	0.551
Whitney Ln	Badger View Dr to Reata Rd	0.141
Whitney Rd	Cul-de-sac to Game Farm Rd	0.227
Willamette Ave, W	Young St to Lincoln St	0.773
Williams St, N	Quinault Ave to cul-de-sac	0.204
Windmill Rd	Columbia Park Trail to cul-de-sac	0.148
Yakima River Dr	Grosscup Rd to Urban Area Boundary	1.129
Yellowstone Ave, W	Young St to cul-de-sac	1.820
Yew St, S	25th Ave to Kennewick City Limits	1.001
	SR 397 to 3rd Ave	0.839
Yost St, N	Canal Dr to end County road	0.097
Young St, N	Umatilla Ave to Willamette Ave	0.116
	Yellowstone Ave to Bonnie Ave	0.156
	<b>Total</b>	<b>82.547</b>

## Local Access (Urban) - FFC 19 Unpaved Roads

Road Name	From ... to	Miles
2nd Pl, W	Begin County road to Irving St	0.027
3rd Ave, W	Begin County road to Irving St	0.024
Cochran Rd	Agrium gas line to Columbia River dike	0.012
Douglas Rd	End of pavement to canal gate	0.031
Hildebrand Rd	Kennewick City Limits to Kennewick City Limits	0.407
Jurupa St	End of pavement to end of County road	0.012
Mata Rd	End of pavement to end of County road	0.010
Michelle Dr	End of pavement to end of County road	0.009
Ridge Rd	End of pavement to end of County road	0.014
Snively Rd	End of pavement to West Richland City Limits	0.005
Stevens Dr	Short Ave to Alice St	0.090
Straightbank Rd	End of pavement to end County road	0.249
Weidle Rd	End of pavement to cul-de-sac	0.016
	<b>Total</b>	<b>0.906</b>

# **GLOSSARY**

## GLOSSARY

### COUNTY FUNDS

#### **PROPERTY TAX (P)**

Property taxes are levied for many local purposes – schools, police & fire protection, health, roads, general government and other uses. The basic upper limits of the two senior county levies are \$1.80 per \$1,000 assessed valuation for general government (current expenses) and \$2.25 per \$1,000 assessed valuation for roads. The sum of the two senior county levies cannot exceed \$4.05 per \$1,000 assessed value. The actual amounts of the two senior levies are established annually by the Benton County Commissioners. Benton County receives revenues from property taxes in two payments during the months of April and October.

The Road Fund is defined as a ‘special revenue’ fund where certain funds earmarked for county road purposes are deposited. The two major sources of revenue for this Fund are property taxes and MVFT. Additionally, the Road Fund finances projects that are refunded by local, state and federal programs (UAP, UCP, CAPP, RAP, FMAC and STP).

#### **MOTOR VEHICLE FUEL TAX (MVFT)**

State Motor Vehicle Fuel Tax is an excise tax on the sale of motor vehicle fuel. This tax is used by the State, counties and cities for road, street, ferry and highway purposes. The County Road Administration Board (CRAB) is responsible for the biennial calculations that are furnished to the State Treasurer who makes monthly distributions to counties.

#### Washington Gas Tax History

<u>Year Enacted</u>	<u>Tax Rate</u>
<u>1921</u>	<u>1.0¢</u>
<u>1924</u>	<u>2.0¢</u>
<u>1929</u>	<u>3.0¢</u>
<u>1931</u>	<u>4.0¢</u>
<u>1933</u>	<u>5.0¢</u>
<u>1949</u>	<u>6.5¢</u>
<u>1961</u>	<u>7.5¢</u>
<u>1967</u>	<u>9.7¢</u>
<u>1977</u>	<u>11.0¢</u>
<u>1979</u>	<u>12.0¢</u>
<u>1981</u>	<u>13.5¢</u>
<u>1983</u>	<u>16.0¢</u>
<u>1984</u>	<u>18.0¢</u>
<u>1990</u>	<u>22.0¢</u>
<u>1991</u>	<u>23.0¢</u>
<u>2003</u>	<u>28.0¢</u>
<u>2005</u>	<u>31.0¢</u>

<u>2006</u>	<u>34.0¢</u>
<u>2007</u>	<u>36.0¢</u>
<u>2008</u>	<u>37.5¢</u>

Gas Tax Distribution as of July 1, 2008

<u>State Highways</u>	<u>24.46¢</u>
<u>State Ferries</u>	<u>1.08¢</u>
<u>Cities</u>	<u>2.96¢</u>
<u>Counties</u>	<u>4.92¢</u>
<u>CRAB</u>	<u>1.03¢</u>
<u>Arterial Preservation Account</u>	<u>0.45¢</u>
<u>Rural Arterial Trust Account</u>	<u>0.58¢</u>
<u>TIB</u>	<u>3.04¢</u>
<u>Transportation Improvement Account</u>	<u>1.30¢</u>
<u>Urban Arterial Trust Account</u>	<u>1.74¢</u>
<u>Total</u>	<u>37.5¢</u>

**PATHS AND TRAILS RESERVE (P&TR) FUND**

The Paths and Trails Reserve (P&TR) Fund is financed from 0.5% of MVFT County Formula Distribution revenue. These funds are meant primarily for the construction of pedestrian, equestrian, or bicycle facilities or any combination of facilities, other than a sidewalk constructed as a part of a city street or county road for the exclusive use of pedestrians or non-motorized vehicles. These funds may also be used to widen a highway shoulder, street or road when the extra shoulder width is constructed to accommodate bicyclists consistent with a comprehensive plan or master plan for bicycle trails or paths adopted by a local government authority prior to such construction.

**CAPITAL PROJECTS FUND (CPF)**

When a county has incurred a loss or reduction of real property tax revenue due to the existence of lands and waters administered by the federal government, this 'payment in lieu of tax' process offsets the loss.

The Capital Projects Fund was established in 1997 as the County Road Public Works Fund, renamed the Public Works Fund, renamed the Capital Acquisition Fund and finally renamed the Capital Projects Fund. These funds, received from the U.S. Department of Energy, are designated by the Board of County Commissioners toward accomplishing public works projects that support economic development and other public purposes.

**LOANS**

The County may occasionally borrow money to accomplish a project and may occasionally loan money to accomplish a project. For County Road Improvement Districts, Road funds may be used to construct a new roadway with reimbursement to occur if bonds are sold or from property payments over a period of time. Some projects may be of such a scope or financial magnitude that the County will borrow funds to accomplish the project with

payment to be made over time. For construction of CR 397 (the I-82 to SR 397 Intertie Project), funds were borrowed from the Public Works Trust fund.

### **County Road Improvement District (CRID)**

The Board of County Commissioners may form a CRID under the authority of RCW 36.88. The process is initiated by a group of landowners who request formation of the CRID and authorize their payment for the construction of county roads. A CRID is formed after the filing of a petition that meets the requirements of RCW 36.88.020 and holding a public hearing or; after the filing of a resolution by the Board of County Commissioners that meets the requirements of RCW 36.88.030 and holding a public hearing. The landowners pay for the roads over a period of years, determined by the Board, not to exceed 20 years.

### **Public Works Board (PWB)**

The Public Works Board was created by the 1985 Legislature to provide leadership in the arena of public works management. Appointed by the Governor for staggered four-year terms, the Board is comprised of: (1) local government officials from counties and cities; (2) special purpose district representatives; and (3) private sector members. The 13 members of the Public Works Board possess a wide range of experience and talent in relevant fields such as public finance, engineering, construction, and local government public works management.

The Public Works Board understands that the condition of local physical infrastructure has a significant bearing on the quality of life in Washington communities. In addition to providing stewardship of the Public Works Trust Fund, and the Drinking Water State Revolving Fund, the Board recognizes one of its chief aims is to promote good public works management strategies and techniques. The mission of the Washington State Public Works Board is to assist Washington's local governments and private water systems in meeting their public works needs that sustain livable communities.

### **Washington State Public Works Trust Fund (PWTF)**

1. *Objective:* the Washington State Public Works Trust Fund is a low-interest revolving loan fund designed to help local governments finance critical public works projects.
2. *Eligibility:* eligible projects include repair, replacement, rehabilitation, reconstruction, or improvement of eligible public works systems to meet current standards for existing users. Growth related projects are not eligible.
3. *Selection Criteria:* each question in the application is weighted with a certain number of points. Total points possible are 100. The Public Works Board then ranks, from highest to lowest, each application according to the number of points earned.
4. *Funding:* \$10 million is available per jurisdiction per biennium.

One-half percent (0.5%) to two percent (2%) interest, depending on local match.

Loan term is for the life of the project, or a maximum of 20 years. Projection completion time is 48 months after contract execution.

## STATE FUNDS

### **TRANSPORTATION IMPROVEMENT BOARD (TIB)**

The Transportation Improvement Board is a state agency directed by a twenty-one-member board. The composition of the board is six city members, six county members, two WSDOT officials, a governor appointee from a state agency, a private sector representative, a member representing special needs transportation, a non-motorized representative, a member representing the ports, and two representatives from transit. The local agency, private sector, port, non-motorized, special needs, and transit board members are appointed by the WSDOT Secretary to four-year staggered terms. The WSDOT Secretary also appoints the WSDOT officials. The County Road Administration Board Director is one of the county members and is an ex-officio member. The governor appointee position also has a four-year term. The TIB meets periodically throughout the state.

The primary purpose of the TIB is to administer state funding for local government transportation projects. Projects are funded by utilizing TIB revenue in combination with local matching funds and private sector contributions.

#### **Urban Arterial Program (UAP)**

1. *Objective:* this program was established in 1967 under the title Urban Arterial Trust Account (UATA). Its purpose is to fund city and urban county arterial road and street projects to reduce congestion and improve safety, geometric, and structural concerns.
2. *Eligibility:* annually, the Public Works Department proposes projects for consideration by the TIB. Road candidates must be classified as arterial and will compete with candidates statewide.
3. *Selection Criteria:* includes pavement condition, pavement and roadway width, traffic, accidents, and people carrying capacity.
4. *Funding:* until 1987, state bond sales and excess revenues funded the projects. The program is now on a pay-as-you-go basis with the majority of the fuel tax revenue currently used to make payments on the UATA bonds sold since 1967. UAP provides 80% project funds with 20% local match.

#### **Urban Corridor Program (UCP)**

1. *Objective:* this program was established in 1988 under the title Transportation Improvement Account (TIA). It provides funding for transportation projects for urban counties, cities with a population over 5,000 and Transportation Benefit Districts.
2. *Eligibility:* annually, the Public Works Department proposes projects for consideration by the TIB. Road candidates must be classified as arterial and will compete with candidates statewide. The TIB requires multi-agency planning, coordination and public/private cooperation to further the goal of achieving a balanced transportation system.
3. *Selection Criteria:* projects must be attributable to congestion caused by economic development or growth; consistent with state, regional and local contributions (including transit and rail); and be partially funded by local contributions.

4. *Funding:* projects are eligible for reimbursement up to 80% and can receive a higher priority if their local contribution is greater than the 20% minimum and includes private sector funds.

#### **Small City Arterial Program (SCAP)**

1. *Objective:* the Small City Arterial Program was formally established by the Legislature in 1995. Before its creation, small city projects were funded with a portion of the revenue distributed to the Urban Arterial Program and Urban Corridor Program. Projects preserve and improve the arterial roadway system consistent with local needs in cities with a population less than 5,000.
2. *Eligibility:* an arterial must meet at least one of the following conditions to be eligible for TIB funding:
  - a. Serves as a logical extension of a county arterial or state highway into the corporate limits
  - b. Serves as a route connecting local generators such as schools, medical facilities, social centers, recreational areas, commercial centers or industrial sites
  - c. Acts as a bypass or truck route to relieve the central core area
3. *Selection Criteria:* project selection is based upon safety, pavement condition and local support.
4. *Funding:* funds are distributed across three regions based on small city populations

#### **Local match requirements:**

- Under 500 population – no match
- 500 and over – 5% local match

#### **COUNTY ROAD ADMINISTRATION BOARD (CRAB)**

The County Road Administration Board (CRAB) was created by the Legislature in 1965 to provide statutory oversight of Washington's thirty-nine county road departments. The agency is funded from the portion of the counties' fuel tax that is withheld for state supervision, and from a small portion of the two grant programs that it administers. The agency is governed by a nine-member board that meets quarterly and is comprised of six county commissioners/council-members and three county engineers. The Board of Directors of the Washington State Association of Counties appoints the CRAB Board. The CRAB Board establishes and maintains "Standards of Good Practice" to guide and ensure consistency and professional management of county road departments in the State of Washington. The agency is a major resource for the Washington Association of County Engineers and the Washington State Association of Counties for transportation related issues. CRAB does research, provides reports and presents testimony when appropriate. The responsibility to distribute the counties' portion of the Motor Vehicle Fuel Tax (MVFT) was given to CRAB in 1985. At that time the agency also became the custodian of the county road log, a database of over 40,000 miles of roads. The formula for the distribution of fuel tax revenues is updated biennially to reflect statewide changes in population, costs, and mileage.

### **County Arterial Preservation Program (CAPP)**

1. *Objective:* to preserve and improve the safety and functionality of paved arterials and collectors in the unincorporated area of each county.
2. *Eligibility:* each county shall utilize a computer-based pavement management system meeting State requirements on all county paved arterial roads in order to retain eligibility for CAPP funds.
3. *Selection Criteria:* after evaluating arterials for deficiencies, the Public Works Department, in the Six-Year Road Program, proposes projects for approval by the Benton County Commissioners.
4. *Funding:* at its first regular meeting after July 1 of each year, CRAB establishes the next calendar year's allocation percentages for the individual counties based on information contained in the most recently certified master county road log. CRAB shall compute each county's allocation percentage as its percentage of paved arterial lane miles of the total statewide paved county arterial lane miles.

### **Rural Arterial Program (RAP)**

1. *Objective:* to improve rural arterials and collectors for safety, drivability and maintainability.
2. *Eligibility:* all rural arterials and collectors. Counties eligible to receive Rural Arterial Transportation Account (RATA) funds are:
  - a. Those in which there has been no diversion of the county road levy;
  - b. Those in which the actual expenditures for traffic law enforcement have been equal to or greater than the amount of the diverted road levy budget for the traffic law enforcement;
  - c. Those with a population of less than 8,000; and
  - d. Those expending revenues collected for road purposes only on other governmental services after authorization from the voters of that county.
3. *Selection Criteria:* project selection is based upon traffic history, roadway structure and geometrics. Proposed projects are evaluated and prioritized in each of five regions by CRAB.
4. *Funding:* RATA 90% with 10% local match.

### **FREIGHT MOBILITY STRATEGIC INVESTMENT BOARD (FMSIB)**

Previously administered directly by the Legislative Transportation Committee, in 1998 the Legislature created the Freight Mobility Strategic Investment Board for the purpose of reviewing and recommending funding, on a prioritization basis, for freight mobility projects that are of strategic importance to the State of Washington.

### **Freight Mobility Advisory Committee (FMAC)**

1. *Objective:* established to assist WSDOT in looking at ways of evaluating and selecting freight mobility projects for possible funding, and in developing a priority list of freight projects. The Board shall carry out the provisions of Chapter 175, Laws of 1998, as now or hereafter amended, and shall perform the duties and functions as prescribed.
2. *Eligibility:* all transportation municipalities.

3. *Selection Criteria:*
  - project must be on a strategic freight corridor
  - projects must meet one of the following conditions:
    - a. Project primarily aimed at reducing identified barriers to freight movement with only incidental benefits to general or personal mobility.
    - b. Aimed at increasing capacity of the movement of freight with only incidental benefits to general or personal mobility
    - c. It is primarily aimed at mitigating the impacts on communities of increasing freight movement, including roadway/railway conflicts; and
  - the project must have a total public benefit/total public cost ratio of equal to or greater than one
4. *Funding:* part of Legislative package that is voted on in November of each year under the Transportation Budget.

## **FEDERAL GRANTS**

### **COMMUNITY ECONOMIC REVITALIZATION BOARD (CERB)**

Administered by the Department of Community, Trade and Economic Development (CTED), CERB is the only state program that contracts with counties, cities, towns, port districts, special districts, and municipal corporations to finance infrastructure projects which result in increased capacity for economic development. The 19-member board provides low interest loans (and grants in some circumstances) for public infrastructure such as bridges, roads, domestic and industrial water, sanitary sewer, storm sewer, port facilities and general purpose industrial buildings. Assisted projects facilitate job creation and retention by businesses and industry, primarily in areas of high unemployment.

#### **Rural Economic Vitality (REV) Program**

1. *Objective:* the Community Economic Revitalization Board (CERB) and WSDOT, Highways and Local Programs, have partnered to implement an element of the Governor's Economic Vitality Initiative for rural areas and specified urban pockets of poverty.
2. *Eligibility:* activities such as improvements on state and federal highways, county roads and city streets.
3. *Selection Criteria:* project provides improvements to transportation systems linked to economic development; projects must be located in a designated Rural County (population less than 100 persons per square mile), *or* State Urban Community Empowerment Zone.
4. *Funding:* projects are eligible for reimbursement up to 86.5% Federal.

### **UNITED STATES DEPARTMENT OF COMMERCE (DOC)**

The Department of Commerce promotes job creation, economic growth, sustainable development and improved living standards for all Americans by working in partnership with businesses, universities, communities and workers to:

- Build for the future and promote U.S. competitiveness in the global marketplace by strengthening and safeguarding the nation's economic infrastructure.
- Keep America competitive with cutting-edge science and technology and an unrivaled information base.
- Provide effective management and stewardship of the nation's resources and assets to ensure sustainable economic opportunities.

#### **Economic Development Administration (EDA)**

1. *Objective:* established under the Public Works and Economic Development Act of 1965 (42 U.S.C. 3121), as amended, to generate jobs, help retain existing jobs, and stimulate industrial and commercial growth in economically-distressed areas of the United States.
2. *Eligibility:* activities may include, but are not limited to, the creation/expansion of strategically targeted business development and financing programs such as construction of infrastructure improvements, organizational development and market or industry research and analysis.
3. *Selection Criteria:* projects need to be prioritized in the Comprehensive Economic Development Strategy (CEDS) assembled and administered by the Benton-Franklin Council of Governments.
4. *Funding:* no specific grant matches.

#### **BENTON-FRANKLIN COUNCIL OF GOVERNMENTS (BFCOG)**

The function of the Benton-Franklin Council of Governments is to facilitate a cooperative approach to local and regional problem solving. The basic activities of the BFCOG are:

- To provide a regional forum for multi-jurisdictional decision making,
- To serve as the Economic Development District for the region,
- To serve as a regional planning entity for the development of multi-jurisdictional programs, and
- To provide a lead agency capacity for the provisions of multi-jurisdictional programs.

#### **Surface Transportation Program /Rural (STP/R)**

1. *Objective:* improve transportation facilities based upon regional priorities.
2. *Eligibility:* projects must be on federally functional roads classified higher than rural minor collector and local access roads. All transportation modes are eligible. Entities within Benton County that compete for these funds are the City of Prosser, City of West Richland, City of Benton City, Port of Benton, Ben Franklin Transit and Benton County.
3. *Selection Criteria:* the criteria and applications procedures are established by Tri-MATS and the BFCOG. Selection criteria include:
  - a. Supports the Growth Management Act/Regional Transportation Planning/Comprehensive Plan;
  - b. Preserves the existing transportation system;
  - c. Increases capacity and mobility;
  - d. Enhances safety;
  - e. Facilitates alternative transportation modes and intermodalism;
  - f. Eliminates seasonal road restriction and provides all weather road; and
  - g. Provides for connectivity of the existing system to the proposed project.

4. *Funding:* the basic program is 80% federal with 20% local match. However, this is modified to 86.5% federal with 13.5% local match due to adjustments for public lands in Washington. Exceptions are pedestrian or bicycle facilities that are 80% federal with 20% local match.

#### **Surface Transportation Program/Urban (STP/U)**

1. *Objective:* develop, improve, and/or preserve an integrated transportation system that encourages multimodal choices to the public.
2. *Eligibility:* projects must be on federally functional roads classified higher than urban collectors.
3. *Selection Criteria:* funds are distributed by formula. The current formula allocates a minimum base of 5% to each of nine agencies with the remainder distributed according to each agency's share of urban population and road miles.
4. *Funding:* the basic program is 80% federal with 20% local match. However, this is modified to 86.5% federal with 13.5% local match due to adjustments for public lands in Washington. Exceptions are pedestrian or bicycle facilities that are 80% federal with 20% local match.

#### **WSDOT HIGHWAY & LOCAL PROGRAMS (H&LP)**

H&LP helps Washington's local agencies develop their local transportation projects and qualify for federal and state funding to cover some of their project costs. H&LP also provides oversight, technical support, and training to insure effective delivery of these projects. H&LP was established by the Legislature in 1935 as the State Aid Division of the (then) Department of Highways, and serves: Washington State citizens, Cities, Counties, Ports, Transit, Indian Tribes, Metropolitan Planning Organizations, Regional Transportation Planning Organizations, Other State and Federal Agencies and Private non-profit agencies.

#### **Surface Transportation Program/Hazard Elimination and Safety (STP/H)**

1. *Objective:* improve specific locations that constitute a danger to vehicles or pedestrians as shown by frequency of accidents.
2. *Eligibility:* projects must be located on a public road system. These projects may include (but are not limited to) intersection improvements, alignment changes, installation of railroad devices and other protective devices;
3. *Selection Criteria:* Washington State Department of Transportation (WSDOT) H&LP prioritizes proposals from local agencies and selects projects depending upon the availability of funds.
4. *Funding:* federal aid 90% with 10% local match.

#### **Surface Transportation Program/Railroad-Highway Crossing Program (STP/R-H)**

1. *Objective:* reduce fatalities, injuries, and damages through improved railway-highway crossings.
2. *Eligibility:* a crossing on any public road is eligible to receive federal funds. At least half of the available funds shall be designated for the installation of protective devices at railway-highway crossings.
3. *Selection Criteria:* projects are competitive on a statewide basis and are evaluated on:

- a. Considerable distractions near or beyond the crossing which would compete for the driver's attention;
  - b. Traffic or parking conditions are such that the view of a post-mounted flashing light signal could be blocked;
  - c. The angle of approach to the crossing is acute and post-mounted signals could go undetected;
  - d. The highway has two or more lanes in each direction; and
  - e. The highway carries high-speed and high-volume traffic.
4. *Funding:* federal aid 90% with 10% local match for the basic safety program with railroad grade crossings 99% federal and 1% Washington Utility and Transportation Commission (WUTC).

**Surface Transportation Program/Transportation Enhancement Program (STP/E)**

1. *Objective:* add value to transportation systems. The following activities are considered enhancements and may be eligible for funding:
  - a. Provision of facilities for pedestrians and bicycles;
  - b. Provision of safety and educational activities for pedestrians and bicycles;
  - c. Acquisition of scenic easements and scenic or historic sites;
  - d. Scenic or historic highway programs (including the provision of tourist and welcome center facilities);
  - e. Landscaping and other scenic beautification;
  - f. Historic preservation;
  - g. Rehabilitation and operation of historic transportation buildings, structures, or facilities (including historic railroad facilities and canals);
  - h. Preservation of abandoned railway corridors (including the conversion and use thereof for pedestrian and bicycle trails);
  - i. Control and removal of outdoor advertising;
  - j. Archaeological planning and research;
  - k. Environmental mitigation to address water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity;
  - l. Establishment of transportation museums.
2. *Eligibility:* projects must be one of the ten qualifying activities listed and must be transportation related. Environmental activities must go beyond what is customarily provided in projects.
3. *Selection Criteria:* projects are recommended and prioritized by the Benton Franklin Council of Governments and selected by a statewide advisory committee.
4. *Funding:* federal aid 80% with 20% local match.

**BRIDGE REPLACEMENT ADVISORY COMMITTEE (BRAC)**

The Highways and Local Programs Service Center of the Washington State Department of Transportation (WSDOT) and local agencies have developed a bridge replacement selection process for selecting and prioritizing bridges to be replaced with Highway Bridge Replacement and Rehabilitation Program (HBRRP) funding.

The primary committee specifically set up to facilitate selection of local agency bridges for replacement or rehabilitation is the Bridge Replacement Advisory Committee. The BRAC Technical Committee is a BRAC subcommittee, consisting of three members appointed by BRAC. WSDOT works extensively with these two committees in the selection process.

**Bridge Replacement and Rehabilitation Program (BRRP):**

1. *Objective:* replace or rehabilitate roadway bridges over waterways, other topographical barriers, other roadways, railroads, canals, ferry landings, etc., when those bridges have been determined deficient because of structural deficiencies, physical deterioration, or functional obsolescence.
2. *Eligibility:* bridges on public roads are eligible for funding for rehabilitation seismic retrofit, and painting.
3. *Selection Criteria:* Benton County inventories County owned structures in accordance with the National Bridge Inspection Standards and Washington State Law. BRAC prioritizes proposals from local agencies and selects projects depending upon the availability of funds.
4. *Funding:* federal aid 80% with 20% local match.

9:30

<b>AGENDA ITEM:</b> <b>MTG. DATE:</b> April 1, 2009 <b>SUBJECT:</b> Hanford Land Use Planning <b>Memo Date:</b> April 6, 2009 <b>Prepared By:</b> Michael Shuttleworth	<b><u>TYPE OF ACTION NEEDED</u></b> Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing Discussion X 2nd Discussion Other
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**BACKGROUND INFORMATION**

On March 30, 2009, the Board discussed issues related to the Hanford Site. One of the issues raised by the Board was a Benton County Land Use Plan for the Hanford area. In 1992 the Department of Energy created a Hanford Future Site Uses Working Group. The group included representatives from labor, environmental, governmental, tribal, and agricultural and others. One of the group objectives was to identify a range of futures uses for the Hanford site. At the same time Benton County Planning was working on a comprehensive Plan for Benton County, which included a chapter for planning on the Hanford site. In 1996 the Department of Energy (DOE) issued the Draft Hanford Remedial Action Environmental Impact Statement and Comprehensive Land Use Plan.

In 1997, in response to the comments on the Draft Hanford Remedial Action Environmental Impact Statement and Comprehensive Land Use Plan, DOE decided to reduce the scope and issue a revised draft. In 1997, DOE ask Benton County to be part of the process of revising the Hanford Comprehensive Land Use Plan. In 1999 DOE issued the Final Hanford Comprehensive Land-Use Plan Environmental Impact Statement. Due to budget changes, staff constraints, and other project priorities, Chapter 13, of the Benton County Comprehensive plan known as the Hanford Element was not completed.

At the meeting on April 6<sup>th</sup>, 2009, Planning personnel will provide the Board an overview of the history and status of the Hanford planning process and possible scenarios for recommencing the Hanford planning process.

10:00

10:00 – HIRING A PROFESSIONAL ENGINEER  
D. SPARKS

10:10

10:10 – ROZA TRAFFIC UPDATE  
N. CHILDRESS