

**June 1, 2009**

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
May 18, 2009, 9:00 a.m.  
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  
Clerk of the Board Cami McKenzie

**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; Steve Brown, Building Department; Mike Shuttleworth, Planning Manager; Treasurer Duane Davidson; Bryan Thorp, Steve Becken, and Larry Moser, Public Works; DPA Ryan Brown; Bryan Perry, Safety/Training Coordinator; Auditor Bobbie Gagner; Deputy Auditor Brenda Chilton; and Deputy Treasurer Erhiza Rivera.

Approval of Minutes

The Minutes of May 11, 2009 were approved.

Consent Agenda

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

Building Department

- a. Lease Agreement for Copier

Clerk

- b. Trial Court Improvement Fund Expenditures

Commissioners

- c. Contract for Official County Newspaper
- d. Contract w/Chamberlin & Association for Appraisal Services

Facilities

- e. Contracting with Perfection Glass – Installation of Sunscreens

Fairgrounds

- f. Lease Agreement with Boy Scouts of America

Human Services

- g. Amendment to Agreement w/Nueva Esperanza Counseling

- h. Amendment #2 to Agreement with Lourdes Counseling Center
- i. Amendment to Agreement with Community Action Committee
- j. Appointing County Designated Mental Health Professionals
- k. Professional Services Agreement with James Bell for Involuntary Commitment Proceedings

Office of Public Defense

- l. Approval of Payment to Shelley Ajax

Parks

- m. Purchase for Two Rivers Park Disc Golf Course
- n. Approval of Contract for Badger Mountain Master Plan

Personnel

- o. Line Item Transfer

Prosecuting Attorney

- p. Line Item Transfer

Public Works

- q. Local Agency Agreement – Webber Canyon Road Railroad Undercrossing
- r. Road and Bridge Specifications – Horse Heaven Vista Improvements
- s. Surplus of Personal Property (Traffic Signs)

Sheriff

- t. Authorization to Purchase Vehicles

Sustainable Development

- u. Contract for Red Mountain AVA Master Site Plan Updates

Treasurer

- v. Correction and Creation of a Fund Number
- w. Line Item Transfer

Workforce Development Council

- x. Appointing Pablo Villarreal to the WDC

The Board briefly recessed, reconvening at 9:05 a.m.

**Piert Road Update**

Steve Becken reviewed his memo dated May 12, 2009 regarding the status of Piert Road. He requested the Board make a decision on whether it wanted to continue with Alternate 6 or choose the previously approved Alternate 7.

Commissioner Bowman said it would appear that reconsideration back to Alternate 7 would be the most appropriate and see if the Board could pick up the shortfall in the amount of \$1.5 million. Commissioner Beaver said he agreed and wanted to attempt to keep the money granted from the TIB Board. Chairman Benitz said he also agreed with Alternate 7 and to keep the project moving.

## **Crow Butte & Vinters Village Phase 2 – Port of Benton**

### **Crow Butte**

Kitty Thomas, Port of Benton, discussed the following improvements made at Crow Butte with the Benton County contribution: roofs, outbuildings, irrigation pump, and electrical upgrades. Additionally, she said the restroom remodel in the RV area and day use area was scheduled for later in the year. Ms. Thomas said the website for online reservations was up and running and very successful.

Scott Keller thanked the Board for its \$50,000 contribution for 2009 and asked the Board to consider extending the contribution for additional years. In response to a question by Chairman Benitz, Mr. Keller said they were working with Benton mosquito control and looking at options with partners across the river to address the mosquito problem in the area.

### **Vinters Village Phase 2**

Mr. Keller described the Vinters Village Phase 1 in the north area that was developed with partners. He said the Port had purchased land to the south (including a house that would become a bed and breakfast) and they were looking at Phase 2 to develop that area. He said the Port was asking for financial help and asked the Board to consider the request during its budget preparation.

Mr. Keller said the Port of Benton would be hosting a picnic open to the public on June 6 from 12:00 to 3:00 p.m. and invited the Board to attend.

## **District Court Districting Plan and Draft Interlocal Agreement**

DPA Ryan Brown said they had the initial meeting of the districting committee and that Judge Ingvalson had worked up a new districting plan with proposed changes. Mr. Brown proposed sending out the draft to the cities.

The Board discussed changing the number of judges to “up to five” to allow for flexibility. Mr. Brown said the plan would establish how many judicial positions there were and if the Board wanted to change the number, it would redo the districting plan by reconvening the committee. Mr. Brown said the flexibility was in the statute that governed the districting plan. Commissioner Bowman asked if a copy of the statute could be included in the plan as a reference and Mr. Brown said it could.

Mr. Brown stated that if the districting plan were approved, there was nothing that stated the Board would have to fill the positions right away. However, if the Board were looking at flexibility between judges and commissioners, it would be out of luck once it was approved. He said the plan had to state how many judges and how many commissioners were approved.

Commissioner Bowman said he didn't see a need for five judges and he recommended one new judge (four judges and one commissioner). Both Commissioner Beaver and Chairman Benitz

said they were in favor of including five judges. The Board agreed to send out the plan for review.

Mr. Brown said the interlocal agreement addressed both the cities' and county's concerns. Additionally, he said he would have an answer next week on the issue of the City of Kennewick using 29% of the judges' time and what it might want to do in that regard. Mr. Brown said the agreement addressed the issue of a city opting out of the District Court system and forming its own municipal court, allowing the County to reduce the number of judges. Mr. Brown said he would forward the draft interlocal to the cities as well.

### **Debt Policy**

Duane Davidson and Bobbie Gagner presented the debt policy adopted by the Finance Committee and requested the Board adopt the policy so it would require the departments to comply with the procedures.

Commissioner Bowman asked about memorializing the budget award document in the debt policy. After some discussion, Mr. Davidson said he had no problem with adding that language.

**MOTION:** Commissioner Bowman moved to approve the debt policy as amended. Commissioner Beaver seconded and upon vote, the motion carried.

### **Pension Bond**

Melina Wenner presented a General Contract of Indemnity to establish a pension bond for an employee who sustained an industrial injury while employed at Benton County.

**MOTION:** Commissioner Bowman moved to approve the resolution authorizing the Chairman and Ms. Wenner to sign the General Contract for Indemnity. Commissioner Beaver seconded and upon vote, the motion carried.

### **GCBH Funding Formula**

Chairman Benitz presented the preliminary budget and current funding formula based on population base that was changed a few months ago. He said based on the new formula, the smaller counties would be taking large reductions and they were now looking at forming regional districts for Eastern, Central, and Western Districts and having regional support services to be administered from that regional district. This would ensure that each county had the support and services it needed.

The Board approved the formula.

## Other Business

### Animal Cruelty Issue in Finley

Commissioner Bowman asked if there was anything the Board could be doing to prepare for what might happen with the animal issue in Finley. Commissioner Beaver said he would be evaluating the situation with Sheriff Taylor on Wednesday and would report back to the Board.

### District Court Districting Plan – Continued

Ryan Brown stated that Eric Hsu and Loretta Smith Kelty were working with the cities on a separate agreement for indigent costs and recommended the Board exclude the public defense costs. The Board agreed.

## Vouchers

Check Date: 05/15/2009  
Taxes #: 10109054-10109055  
Total all funds: \$36,264.21

Check Date: 05/15/2009  
Warrant #: 223523-223762  
Total all funds: \$112,169.22

Check Date: 05/15/2009  
Warrant #: 924986-925251  
Total all funds: \$1,759,069.38

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

## Resolutions

- 09-311 Lease Agreement for Copier
- 09-312 Trial Court Improvement Fund Expenditures
- 09-313 Contract for Official County Newspaper
- 09-314 Contract w/Chamberlin & Association for Appraisal Services
- 09-315 Contracting with Perfection Glass – Installation of Sunscreens
- 09-316 Lease Agreement with Boy Scouts of America
- 09-317 Amendment to Agreement w/Nueva Esperanza Counseling
- 09-318 Amendment #2 to Agreement with Lourdes Counseling Center
- 09-319 Amendment to Agreement with Community Action Committee
- 09-320 Appointing County Designated Mental Health Professionals
- 09-321 Professional Services Agreement with James Bell for Involuntary Commitment Proceedings
- 09-322 Approval of Payment to Shelley Ajax
- 09-323 Purchase for Two Rivers Park Disc Golf Course

- 09-324 Approval of Contract for Badger Mountain Master Plan
- 09-325 Line Item Transfer – Insurance Management Fund
- 09-326 Line Item Transfer – PA’s office
- 09-327 Local Agency Agreement – Webber Canyon Road Railroad Undercrossing
- 09-328 Road and Bridge Specifications – Horse Heaven Vista Improvements
- 09-329 Surplus of Personal Property (Traffic Signs)
- 09-330 Authorization to Purchase Vehicles
- 09-331 Contract for Red Mountain AVA Master Site Plan Updates
- 09-332 Correction and Creation of a Fund Number
- 09-333 Line Item Transfer – Treasurer’s Office
- 09-334 Appointing Pablo Villarreal to the WDC
- 09-335 Adoption of County Debt Policy
- 09-336 Contract of Indemnity for Self-Insurer’s Pension Bond

There being no further business before the Board, the meeting adjourned at approximately 10:22 a.m.

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

\_\_\_\_\_  
Chairman

a.

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	1-June-2009	Execute Contract	___
Subject:	PRI & Long Distance Services	Pass Resolution	<u>x</u>
		Pass Ordinance	___
Prepared By:	J. Randall Reid	Pass Motion	___
Reviewed By:	Loretta Smith-Kelty	Other	___
		Consent Agenda	<u>x</u>
		Public Hearing	___
		1 <sup>st</sup> Discussion	___
		2 <sup>nd</sup> Discussion	___
		Other	___

**BACKGROUND INFORMATION**

**PRI & Long Distance Service Changes**

Primary Rate Interface (PRI) is the terminology that is used for the telephone circuits that handle all calls coming into the main county facilities and all local calls going out. The provider of these circuits in Kennewick is Verizon which is the Indigenous Local Exchange Carrier (ILEC) for the Kennewick and Richland. Recently, a nation-wide company called XO Communications extended their services into the Tri-Cities area as a Competitive Local Exchange Carrier (CLEC). They have made a proposal for providing the PRI circuits to the Justice Center and Kennewick Annex/Juvenile Justice Center that offers significant savings to the county while increasing our call capacity.

	Verizon		XO Communications	
	PRI	*Current Monthly Costs	PRI	*Proposed Monthly Costs
Justice Center	2	\$2,008	3	\$1,500
Kennewick Annex	1	998	1	495
<b>TOTAL</b>		<b>\$3,006</b>		<b>\$1,995</b>

\* Amounts shown do not include tariffs and taxes.

As shown, the proposal provides a 30% increase in capacity and a 30% decrease in cost.

For many years, Benton County has used the long distance services (SCAN) provided by the Washington Department of Information Services. One of the advantages of SCAN is the ability to limit long distance calling and to account for the calls made. County employees regularly experience problems making calls on SCAN, because our circuits are in use. DIS has recognized that the county has grown beyond the circuits in place, but they have not shown any signs of adding capacity. XO Communications has also included a long distance proposal that would leave the same kind of security and accountability in place and would send long distance calls through the additional PRI circuit at the Justice Center. (A typical PRI circuit has 23 channels for voice traffic; our current SCAN has 6. We can add long distance to the additional PRI and still increase the overall voice capacity.)

Long distance calls through SCAN cost about \$0.05 per minute. The county averages nearly 12,000 minutes per month. For example, the SCAN bill for February 2009 was \$939. The XO Proposal provides 20,000 minutes of long distance per month at a flat rate of \$550 per month or \$0.03 per minute. Long distance usage varies from month to month, but using the SCAN bill for February indicates a savings of about 40%.

Current XO Communications customers in the Tri-Cities include Benton-Franklin Health District, Richland School District, and Kennewick School District.

**SUMMARY**

The accompanying resolution authorizes the Central Services Manager to secure PRI and Long Distance services from XO Communications for the Justice Center and Kennewick Annex/Juvenile Justice Center.

**RECOMMENDATION**

1<sup>ST</sup> Pass resolution.

2<sup>nd</sup>

**FISCAL IMPACT**

None.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF DESIGNATING A PROVIDER FOR PRIMARY RATE INTERFACE (PRI) AND LONG DISTANCE SERVICES.

WHEREAS, Benton County currently has Primary Rate Interface (PRI) services to its facilities with Verizon, the Indigenous Local Exchange Carrier (ILEC) for Kennewick and Richland, and has long distance services through the Washington Department of Information Services SCAN network; and,

WHEREAS, XO Communications Services, Inc., with offices at 1330 North Washington Street, Spokane, Washington, has recently established itself as a Competitive Local Exchange Carrier (CLEC) in the Kennewick and Richland area; and,

WHEREAS, XO Communications Services, Inc., can provide PRI and long distance services to Benton County at substantially lower rates; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that XO Communications Services, Inc., is designated as the provider of PRI services for Benton County facilities in Kennewick and Richland and long distance services for all county facilities on the county phone system; and

BE IT FURTHER RESOLVED that the Central Services Manager is authorized to sign the Service Order Agreement and related documents for securing PRI and long distance services from XO Communications Services, Inc.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

REID

b.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARDING AND CONTRACTING WITH MINT CONDITION dba/ ADVANCED WINDOW CARE FOR THE COMPLETE WINDOW CLEANING SERVICE LOCATED AT THE BENTON COUNTY COURTHOUSE, BENTON COUNTY HEALTH DISTRICT BUILDING, AND BENTON COUNTY JUSTICE CENTER.

WHEREAS, per Resolution 08-131 dated January 14, 2008 that in letting of any contract for public works services or materials involving less than ten thousand dollars (\$10,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation; and

WHEREAS, Benton County Facilities Manager received a proposal from Mint Condition, Inc., Pasco, WA - Contractors License No. - MINTCC1952OW in the amount of \$8,950.00, excluding WSST for the complete window cleaning services located at the Benton County Courthouse, Benton County Health District Building, and the Benton County Justice Center; and

WHEREAS, the Facilities Manager reviewed the proposal and recommends the award to Mint Condition, Inc., Pasco, WA; **NOW, THEREFORE**

**BE IT RESOLVED**, by the Board of Benton County Commissioners, the Board hereby concurs with the recommendation and awards the complete window cleaning services to Mint Condition, Inc. for a contract amount of \$8,950.00, excluding WSST; and

**BE IT FURTHER RESOLVED**, that the Board authorizes the Chairman of the Board to sign the attached service agreement.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Attest:

\_\_\_\_\_  
Clerk of the board

Constituting the Board of County  
Commissioners of Benton County, Washington

**STANDARD SERVICE CONTRACT  
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 **MINT CONDITION, INC. dba/ ADVANCED WINDOW CARE** a corporation organized under the laws of the State of Washington, with its principal address at 7114 N. Road 42, Pasco, WA 99301 (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 January 16, 2009  
Exhibit "B" - Prevailing wage tables for Benton County

**2. DURATION OF CONTRACT**

The Contractor shall commence work upon execution of this contract by both parties and work shall be completed within 90 days from commencement date.

**3. SERVICES PROVIDED**

CONTRACTOR shall, utilizing its bona fide employees, provide one time full window cleaning service for the Benton County Justice Center located at 7122 W. Okanogan Pl, Kennewick, WA; Benton County Courthouse, 620 Market Street, Prosser, WA; and Benton County Health District Bldg, 7102 W. Okanogan Pl, Kennewick, WA. This includes providing all necessary services, equipment, supplies and material all in accordance with the proposal dated January 16, 2009 attached hereto as Exhibit A.

#### 4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Loren Michell  
Mint Condition, Inc. dba/Advanced Window Care  
7114 N. Road 42  
Pasco, WA 99301  
(509) 543-3418 Phone
  
- b. For COUNTY: Ms. Loretta Smith Kelty, Deputy County Admin.  
Benton County Commissioners  
PO Box 190  
Prosser, WA 99350  
(509) 786-5600 Phone  
(509) 786-5625 Fax

Each party must have a contract representative at all times this contract is in force. 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 eight thousand nine hundred fifty dollars and zero cents (\$8,950.00) not including Washington State Sales Tax. **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 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 or 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 Contract. 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 added as additional insureds 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" and include "C/O" the COUNTY'S Contract Representative. 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, Deputy County Admin.  
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 Contract. 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 Contract 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, provisions for indemnification; insurance; compliance with laws; litigation hold; and the Public Records Act.

- This portion intentionally left blank -

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.

**BENTON COUNTY**

**MINT CONDITION, INC.**

**DBA / ADVANCED WINDOW CARE**

\_\_\_\_\_  
**Max E. Benitz, Chairman**  
**Benton County Commissioner**

\_\_\_\_\_  
**Loren Michell, President**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

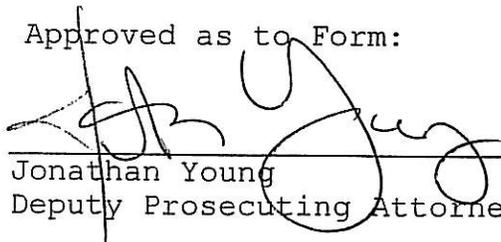
  
\_\_\_\_\_  
**Jonathan Young**  
**Deputy Prosecuting Attorney**



Exhibit A

7114 N. Road 42, Pasco, WA 99301  
(509) 543-3418  
www.AdvancedWindowCare.com

January 16, 2009

Attn: Steve Franckowiak  
Benton County  
Facilities and Parks Dept.  
7122 West Okanogan Place  
PO Box H  
Kennewick WA 99336  
783-3118  
736-2708 fax

**RE: Window Cleaning County Buildings**

Advanced Window Care is pleased to present this proposal for window cleaning at the Benton County facilities. Window cleaning and building wash down as described in walkthrough with Steve.

- Exterior upper window cleaning at your Kennewick facility** **\$1400.**  
Price includes:
  - cleaning out cobwebs from around inset window areas
  - cleaning upper windows in interior courtyard area
  
- Cobweb detail of building including cobwebs around lower inset windows** **\$1200**  
Price includes large soffit area (old main entrance area)
  
- Main entrance cleaning (weekend or after hours)** **\$1300**  
Price includes gum touchup on granite and front sidewalk area – window cleaning and cobwebs at both entrances – cobweb cleaning under main entrance soffit area – idea is to have highly visible public entrance areas of facility always presentable
  
- Benton County Courthouse (Prosser)**  
Cobweb touchup and exterior window cleaning **\$1800**
  
- Benton County Health exterior windows (regular weekday hours)** **\$3250**

Loren Mitchell  
Advanced Building Services

BENTON COUNTY TRAVEL REIMBURSEMENT

VENDOR #: 468770

FUND: HUMAN SERVICES #0108-101

NAME: Carrie Huie-Pascua

MONTH: April 2009

ADDRESS:

IRS PUB 1542  
Under: www.IRS.GOV/SEARCH for 1542.18.2009

BENTON COUNTY COMMISSIONERS

NOTE: A receipt for the following must be attached to your form: transportation fares, room charges, parking fees, registration fees, and meals by Commissioners and Department Managers.

DATE	MEALS			RECEIPTS REQUIRED			REGISTRATION FEES/OTHER	TRAVEL MILEAGE	PURPOSE & LOCATION REQUIRED		
	BREAKFAST	LUNCH	DINNER	TRANSPORT (AIR/TAXI)	RENTAL/PARKING	PURPOSE			LOCATION		
4/1/09								4		Mtg. w/ The Arc	Rickland
4/1/09								21		Update Franklin Co.	Pasco
4/2/09								4		GUBH Board Mtg	Kenn.
4/6/09								16		LIT Training @ RPD	Kenn.
4/8/09								15		MacArthur's Foundation	Kenn.
4/9/09								21		Mtg w/ Steve Lowe	Pasco
4/20/09								51		Mtg w/ Franklin Co.	Pasco
4/20/09								21		Presentation on CTED grants	Pasco
4/30/09							62.86				

Miles: 113 @ .55/mile (effective 1/1/09)  
 Other: \$ 62.86  
 Rental: \$  
 Transport: \$  
 Lodging: \$  
 Meals: \$

SUBTOTALS: \$ 62.15 TOTAL REIMBURSEMENT REQUEST: \$ 125.01

BUDGET CODING			
DEPT	BASE/SUB	OBJECT	AMOUNT
560	560.110	4301	62.15
560	560.110	3101	62.86

**CERTIFICATION**  
 I hereby certify that under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payments have been received on account thereof.

Signature of Employee: *Carrie Huie-Pascua*  
 Job Title: *Human Services Director*  
 Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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RESOLUTION

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

BEFORE THE BOARD OF THE COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE FUND NUMBER 0115-101, DEPARTMENT NUMBER 174, GRANT REIMBURSEMENT, and

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

DATED at Prosser, Washington, this 1st day of June 2009.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY LINE ITEM TRANSFER**

EXHIBIT "A"

Dept Name: Juvenile Dept Nbr: 174  
 Fund Name: Grants Fund Nbr: 0115-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527-400	4103	Professional Services	\$5,190.00	527-400	6401	Capital	\$5,190.00
TOTAL			\$5,190.00	TOTAL			\$5,190.00

This line item transfer is associated with the Juvenile Detention Alternatives Initiative (JDAI) grant signed by the Board via Benton County Resolution 08 790, dated 9/22/08 whereas partition walls were required and originally budgeted for the grant under line item 4103 "Professional Services". The Auditor's office is requesting that the partitions be expensed out of line item 6401 "Capital" vs. 4103 "Professional Services" therefore a line item transfer is required. This line item transfer does not change the scope of the grant.

Prepared by Jennifer Bowe Date 5/26/09  
 Jennifer Bowe, Administrative Services Manager  
 Authorized by Sharon Paradis Date 5/26/09  
 Sharon Paradis, Administrator

**BENTON COUNTY**

Approved  Denied

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

e.

# RESOLUTION

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

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PURCHASING USED PARTITION WALLS FOR USE AT THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, the cost of the used partitions are greater than \$2,500 and less than \$25,000; and

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center was successfully awarded the Juvenile Detention Alternatives Initiative (JDAI) grant signed by the Benton County Board via Resolution 08 790 dated 9/22/08.

WHEREAS, the grant required miscellaneous services required to modify areas of the detention facility to accommodate a day reporting/education based program.

WHEREAS, the Detention Shift Manager identified Bellas Office Furniture as a single source supplier of used partition walls.

WHEREAS, Bellas Office Furniture was immediately responsive and available to deliver said partition on short notice and prior to expiration of said grant; NOW, THEREFORE

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves payment to Bellas Office Furniture in the amount of \$5,189.74 inclusive of Washington State Sales Tax.

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

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

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

cc: Juvenile, Auditor, Commissioners

# Bellas OFFICE FURNITURE

7425 W. CLEARWATER  
KENNEWICK, WA 99336  
PH: 509-735-9933 Fax: 509-735-9932

Date: 04.08.09

BELLA'S: \_\_\_\_\_

Project Reference: JuvenileJustice.040809

## INVOICE

Client: Juvinial Justice Center

Methods of Payment:

Address: 5606 West Canal Drive

Cash: \_\_\_\_\_

Kennewick, WA 99336

Check #: \_\_\_\_\_

Contact: Jim

Customer Pick Up

Credit: \_\_\_\_\_

Phone: 783.2151 Ext 2535

Same as Client

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

Bill To: \_\_\_\_\_

Approval: \_\_\_\_\_

Email: \_\_\_\_\_

Other: \_\_\_\_\_

Salesperson: Jeremy/Dwight

Sales Split % \_\_\_\_\_

Mgr. Approval

Same as Client

Inv. #	Manufacturer /Model No	Quantity	Description	List	Sell	Ext
Pre-Owned	Herman Miller Ethospace	2	86" Wall Starts	\$ 122.00	\$ 26.84	\$ 43.92
Pre-Owned	Herman Miller Ethospace	2	24" x 86" Frame	\$ 454.00	\$ 99.88	\$ 163.44
Pre-Owned	Herman Miller Ethospace	1	36" x 86" Frame	\$ 525.00	\$ 115.50	\$ 94.50
Pre-Owned	Herman Miller Ethospace	1	36" x 86" Door W/Frame	\$4,101.00	\$ 902.22	\$ 842.80
Pre-Owned	Herman Miller Ethospace	8	48" x 86" Frame	\$ 596.00	\$ 131.12	\$ 858.24
Pre-Owned	Herman Miller Ethospace	9	86" Panel to Panel Connectors	\$ 25.00	\$ 5.50	\$ 40.50
Pre-Owned	Herman Miller Ethospace	20	24" Fabric Tiles	\$ 72.00	\$ 15.84	\$ 259.20
Pre-Owned	Herman Miller Ethospace	10	36" Fabric Tiles	\$ 86.00	\$ 15.48	\$ 154.80
Pre-Owned	Herman Miller Ethospace	80	48" Fabric Tiles	\$ 100.00	\$ 18.00	\$ 1,440.00
Pre-Owned	Herman Miller Ethospace	2	90" Corner Connectors	\$ 285.00	\$ 51.30	\$ 102.60
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -

\* All Sales are Final and Non-Refundable

\* All Merchandise Sold "As-Is"

\* Returns Accepted for In Store Credit Only within 10 days of sale

\* \$25.00 Service charge for any returned checks

Agreed & Accepted:

Product Subtotal (this page only) \$ 4,000.00

Total second page \$ -

Delivery \$ 75.00

Installation \$ 717.00

Project Services & Design Fee\* \_\_\_\_\_

Sub-Total \$ 4,792.00

Sales Tax @ 8.3% \$ 397.74

Total \$ 5,189.74

Deposit on project( 50%) \_\_\_\_\_

Balance Due Upon Completed Installation \$ -

5189.74

0115101 . 17 . 00000 . 00

208 . 228 . 000

0115101 . 174 . 00000 . 00

MZ

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# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN THE  
CURRENT EXPENSE FUND NUMBER 0000101, OFFICE OF PUBLIC DEFENSE  
DEPARTMENT 136

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, OPD

IVEY

# BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Office of Public Defense Dept Nbr: 136  
 Fund Name: Current Expense Fund Nbr: 0000-101

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
512.814.	1144	Office Manager - OPD	\$5,350	512.818.	9305	Computer Hardware and Software	\$5,350
TOTAL			\$5,350	TOTAL			\$5,350

**Explanation:**

Transfer funds for the 2 laptops and case management software for the 2 new attorney positions.

Prepared by: Denise Gerry Date: 15-May-2009

Approved  Denied  Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
<b>Meeting Date: 01 Jun 2009</b> <b>Subject: Shooting Facility</b> <b>Memo Date: 27 May 2009</b> <b>Prepared By: AJF</b> <b>Reviewed By: LSK</b>	<b>Execute Contract</b> <b>Pass Resolution X</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	<b>Consent Agenda X</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**SUMMARY**

For consideration by the Board is a "statement of work" between the County and the United States Bureau of Land Management (BLM) for a "cadastral survey" of the Rattlesnake Mountain Shooting Facility (the "Range"). Under this agreement, the County would pay for about two-thirds of the project – amounting to \$20,800. This would be paid from the Park Development Fund.

**BACKGROUND – ISSUE**

The driver for this entire undertaking is the difficulty of working with our lease arrangements at the Range. The County has two separate leases, one state, one federal. While both leases are independent from each other, they are both managed by the state through a memorandum of agreement. This has become more of an obstacle in recent years than when it was first put in place. The main difficulty now, is that our sublessee – the Tri-Cities Shooting Association (TCSA) – has really become a well-oiled machine with a membership of over 2000 and a lot of projects they are trying to do on the site. Work on the federal lands is difficult because every time the TCSA wants to get going on a project, there is a cumbersome schedule of events and clearances they need from the feds. The other main difficulty is the term of lease. Most of TCSA's funding comes from grants they receive from the state (Recreation and Conservation Office), and all of these grants require a minimum of 10 years be remaining on the lease of the land in order to receive funding. Since getting truly long-term lease extensions through BLM is difficult, we (the TCSA, anyway) are always running-up against this 10-year window.

*\*\*\* It is important to note that TCSA receives very little funding from the County. All of their range equipment and all of their projects are funded through their user fees, match fees, donations, and grants. Since I have been overseeing the Parks over the past five years or so, the only capital investment we have made at the Range is for some signs and gravel for one of the roads. The Park Board has also advocated for a restroom at the Range, which is part held-up by these lease issues. No staff time is spent at this park.*

**BACKGROUND – SOLUTION**

Commissioners have heard myself and the Park Board discuss a "patent transfer" (that's BLM language for **land transfer**) a number of times over the past year or so. Our lease provides for this opportunity. With the patent transfer, the County (and our sublessee) can get out from under the burden of dealing with these lease issues. TCSA supports the patent transfer, and the Park Board has said it is their "top priority" for 2009.

All we are doing at this time is continuing the process – there is no commitment to receive the property at this time. However there is some urgency because in 2010 we will be coming up against that 10-year lease window again.

*continued next page...*

The immediate action is to have the Range surveyed by the BLM. This is a requirement of theirs as part of the patent transfer process. They call this a "cadastral survey", and it is explained in the attached email.

Our item for consideration...

BLM can provide this service at 100% of their cost, but that means it goes to the back of the line. In our case that means maybe the 2010 field season and more likely 2011. That delay would throw our entire timeline out of whack and cause TCSA to lose further funding opportunities because there will be less than 10 years remaining on their lease.

The other option is for the County to be a funding partner. This moves the survey to the front of the line. The Park Board unanimously supports using Parks funds to do this and accelerate the process. As such, BLM has been notified of this interest and has scheduled the Shooting Facility cadastral survey for the 2009 field season. In this circumstance, the County would pay two-thirds of the cost of the survey, or \$20,800. BLM pays the rest.

The Agreement document provided by BLM is their standard agreement for these actions. It is a simpler form than our Prosecutor prefers, but this is what BLM uses. The attached email discusses this further.

BLM has our project scheduled to begin on July 6th, and has asked that we make our deposit to them by June 5th. I have made arrangements to expedite the voucher processing to meet their request.

## **ATTACHMENTS**

- Resolution
- Agreement
- Email correspondence from BLM explaining the process

## **FISCAL IMPACT**

The cost incurred by Benton County will be \$20,800. The entire amount will be paid from the Park Development Fund.

# # #

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE RATTLESNAKE MOUNTAIN SHOOTING FACILITY

WHEREAS, Benton County is pursuing the option of a "patent transfer" on the federally-owned property known as the "Rattlesnake Mountain Shooting Facility" that the County currently leases from the United States Bureau of Land Management (BLM); and,

WHEREAS, a requirement of the patent transfer process is for the BLM to complete a "cadastral survey" of the affected parcels; and,

WHEREAS, the County's financial participation in the cadastral survey process will expedite the survey work so that it can occur in the 2009 field season, and the Benton County Park Board unanimously supports using park funds for this undertaking ; **NOW THEREFORE,**

**BE IT RESOLVED** that the Board of Benton County Commissioners authorizes its Chairman to sign a "Statement of Work" between Benton County and the Bureau of Land Management for the provision of cadastral surveying services of the Rattlesnake Mountain Shooting Facility.

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: BOCC  
cc: Parks, Auditor, Park Board, United States Bureau of Land Management, Tri-Cities Shooting Association

Fyall

**Statement of Work  
Between  
Benton County, Washington, and  
The Bureau of Land Management  
For the Provision of Cadastral Survey Services**

**Statement of Work-Cadastral Surveying Services: Roles and Responsibilities**

The Bureau of Land Management (BLM) will provide cadastral surveying services to Benton County, Washington, which will consist of the following:

1. **Land Surveying Services.** Furnish a professional land surveyor, material, and equipment as required to perform needed cadastral surveys to establish property lines boundaries. BLM will perform all the services, including preparation of final field notes and plats of surveys for recordation in the Federal records system. This work will consist of the survey of certain lands located in Sections 8 and 18, T. 10 N., R. 27 E., Willamette Meridian, Washington, in order to prepare a metes-and-bounds legal description for a Recreation and Public Purposes patent for Benton County.

In all these activities the BLM will consult with designated Benton County officials, including the county surveyor and records staffs as required.

Benton County agrees to make available to the BLM all lands and realty records that they may have that may aid in the performance of the requested service as well as assist in the coordination for access to the project site. Benton County will also produce a new legal lot of record in their record system based upon the results of the BLM survey.

**Deliverables**

In addition to the final documents for the services listed above, the BLM agrees to further provide an on-the-ground debriefing of the results of the requested services, additional advisory services and program guidance in the event that additional work is required.

**Financial Support**

Benton County agrees to pay BLM \$20,800 for this work. This financial support includes the indirect administrative costs associated with this work. A check in that amount, made payable to "USDI- BLM", must be sent to the address shown below prior to performance of services by BLM.

Additional deposits may be made without the production of a new agreement.

**Terms of Agreement**

This agreement shall commence upon the date of final signature of the parties hereto. Either party may terminate this agreement upon (30) days written notice sent to the address listed for that entity.

Bureau of Land Management

Benton County  
Board of Commissioners

By \_\_\_\_\_

By \_\_\_\_\_

Typed Name: Mary J.M. Hartel  
Title: Chief, Branch of Geographic Sciences  
BLM-957  
P.O. Box 2965  
Portland, OR 97208

Typed Name: Max E. Benitz, Jr.  
Title: Chairman  
P.O. Box 190  
Prosser, WA 99350

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

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

Clerk to the Board

\_\_\_\_\_

From: <Mark\_Hatchel@blm.gov>  
To: "Adam Fyall" <adam\_fyall@co.benton.wa.us>  
CC: <June\_Hues@blm.gov>, <pchappel@blm.gov>  
Date: 5/14/2009 3:06 PM  
Subject: Questions concerning Cadastral Survey & Patent Process  
Attachments: Deposit Account Explanation.doc

Adam,

During this morning's phone call you asked me to send you an email message that would describe the need for the cadastral survey for the Rattlesnake Hills R&PP patent request. In Federal patents/deeds the legal description must be written in the form of aliquot parts or government lots. This would necessitate the boundary lines of the tract(s) being described in the patent, to be specifically delineated on our title plats. Because Highway 225 cuts through and defines the southeastern boundary of each of the two parcels, the entire parcel cannot not be described in aliquot parts or government lots. The Federal government cannot convey land that is described by metes & bound. So because the highway has created remnant parcels we need a cadastral survey to create government lots from these remnants so the new government lots can be used in patent's legal description

You also asked about the remaining steps of the lease-to-patent process. During the survey process we will need to receive the updated management/development plan you are preparing. We must also prepare (or contract) an Environmental Site Assessment. As background information to this report we will be needing, at a minimum, documents that describe any lead remediation that has taken place over the life of the lease. The lease states that the purchase price of the land will be 50% of the fair market value. Our current policy states that for lands conveyed under the Recreation & Public Purposes Act for recreational purposes the lands are conveyed at no charge. I will need to conduct some research to see if the current policy pertains to lands that were leased before the policy change. If the lease term is still applicable then an appraisal will need to be contracted by the Departments Appraisal Directorate. Once these reports are completed, the survey plat approved, and purchase money received (if applicable) I can prepare a patent request to our State Office in Portland, Oregon.

Lastly, your Attorney wanted clarification of the Terms of Agreement clause of the Statement of Work for Cadastral Survey Services.

#### Terms of Agreement

This agreement shall commence upon the date of final signature of the parties hereto.

Either party may terminate this agreement upon (30) days written notice sent to the address listed for that entity.

I've attached another copy of the document explaining the procedures for depositing the funds for the survey service. This document may provide some clarity into the process and what happens to excess funds at the close of the survey. You can be assured that once you submit the funds for the survey, it is extremely unlikely the BLM will terminate the survey process on their own. If the County terminates the agreement, the amount of money refunded to the County will depend on what stage the survey process is in at the time. As soon as the BLM receives the funds the preparation of survey instructions begin, followed by the actual field work and then several months for the preparation, review & approval of the new plat. Keep in mind that the \$20,800 dollars that the County is contributing towards the survey is only a portion of the total cost of the survey process. The remaining funds will be contributed by our State Office. As we have explained the entire survey & plat approval process may take up to 18 months.

And finally, although I find it unlikely that the patent will not be issued to the County, I cannot say for a fact that if the County submits

over →

the funds for the survey, a patent will be issued. There is just too many reports outstanding for us to make that assurance.

I hope I have answered your questions. If you have more questions, please don't hesitate to call me. Thanks Allan.

(See attached file: Deposit Account Explanation.doc)

Mark Hatchel, Realty Specialist  
Bureau of Land Mgmt.  
Border Resource Area  
1103 N. Fancher Rd.  
Spokane, WA 99212-1275  
(509) 536-1211  
fax: (509) 536-1275

h.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: June 1, 2009 Subject: Public Defense Attorney I Prepared by: <u>Melina 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**

Per Resolution 09-254, the County Administrator has evaluated the new position of Public Defense Attorney I. Based on the criteria set forth in Resolution 09-254, the County Administrator deems it appropriate to bring forward to the Board of Benton County Commissioners the request for approval of a new position entitled Public Defense Attorney I in the Office of Public Defense.

**SUMMARY**

See above.

**RECOMMENDATION**

Pass resolution.

# RESOLUTION

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

**IN THE MATTER OF ESTABLISHING A SALARY GRADE FOR A PUBLIC DEFENSE ATTORNEY I IN THE OFFICE OF PUBLIC DEFENSE**

**WHEREAS**, the Board of Benton County Commissioners approved Resolution 09-254, Establishing Procedures and Guidelines for Requesting and Evaluating and Approving County and Bi-County Non-Bargaining Positions and Limiting Reclassifications; and

**WHEREAS**, that Resolution includes guidelines for the County Administrator's evaluation and approval of new positions which the department manager has identified ongoing cost reduction resulting from a new position; and

**WHEREAS**, the Public Defense Attorney I position is a new position within the Office of Public Defense and the position provides an ongoing cost reduction to the Office of Public Defense; and

**WHEREAS**, the Benton County Administrator deems it appropriate to bring forward to the Benton County Board of Commissioners the request for a new non-bargaining position based on the circumstances presented and in accordance with the guidelines set in Resolution 09-254; **NOW THEREFORE**,

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby establishes a temporary Grade 15 on the non-bargaining salary schedule to the Public Defense Attorney I; and

**BE IT FURTHER RESOLVED**, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and

**BE IT FUTHER RESOLVED**, that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

**NOW THEREFORE, BE IT RESOLVED** that the County Commissioners of Benton County do hereby approve the Public Defense Attorney I position, established at a Grade 15 on the non-bargaining salary scale.

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

Exhibit "B"

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT FOR CERTIFICATION ACCEPTANCE SERVICES BETWEEN THE CITY OF PROSSER AND BENTON COUNTY

WHEREAS, the Regional Transportation Planning Organization has allocated a portion of the regional American Recovery and Reinvestment Act (hereinafter "ARRA") funds to the City for the Sheridan Avenue Improvements Project from Third Street to Sixth Street (hereinafter the "project"); and,

WHEREAS, the City desires to undertake the project using ARRA Funds; and,

WHEREAS, the expenditure of ARRA funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and,

WHEREAS, the City is not certified to administer federal aid projects; and,

WHEREAS, the County is certified to administer federal aid projects; and,

WHEREAS, The Local Agency Guidelines provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration; and,

WHEREAS, the completion of the project is a benefit to the regional transportation system; and,

WHEREAS, the Public Works Manager has recommended approval of said Certification Acceptance Services Agreement, NOW, THEREFORE,

BE IT RESOLVED that the Certification Acceptance Services Agreement by and between the City of Prosser and Benton County for the Sheridan Avenue Improvements Project from Third Street to Sixth Street is hereby approved and the Chairman is authorized to sign said agreement.

Dated this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB

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

## AGREEMENT FOR CERTIFICATION ACCEPTANCE SERVICES

THIS AGREEMENT is entered into between Benton County, Washington (hereinafter the "County") through its Public Works Department whose address is P.O Box 1001, Prosser, Washington 99350, and the City of Prosser (hereinafter the "City") whose address is 601 7<sup>th</sup> Street, Prosser, Washington 99350 pursuant to RCW 39.34.080.

WHEREAS, the Regional Transportation Planning Organization has allocated a portion of the regional American Recovery and Reinvestment Act (hereinafter "ARRA") funds to the City for the Sheridan Avenue Improvements Project from Third Street to Sixth Street (hereinafter the "project"); and,

WHEREAS, the City desires to undertake the project using ARRA Funds; and,

WHEREAS, the expenditure of ARRA funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and,

WHEREAS, the City is not certified to administer federal aid projects; and,

WHEREAS, the County is certified to administer federal aid projects; and,

WHEREAS, The Local Agency Guidelines provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration; and,

WHEREAS, the completion of the project is a benefit to the regional transportation system.

NOW, THEREFORE IT IS HEREBY AGREED as follows:

1. The County will administer and certify the project for the City in accordance with the Washington State Department of Transportation Local Agency Guidelines.

2. The City will:
  - 2.1. Prepare all of the project plans, specifications, and estimates in accordance with the Local Agency Guidelines;
  - 2.2. Provide construction inspection services through the City's consultant in accordance with the Local Agency Guidelines; and
  - 2.3. Reimburse the County for services provided by the County on a time and materials basis when billed by the County. Time will be direct time plus fringe benefits plus a five percent administration fee. Vehicle fees will be vehicle fee plus a five percent administrative fee. Materials will be direct cost.
3. This Interlocal Agreement shall be in full force and effect when executed by the City and County.
4. **Administration:** No new or separate legal or administrative entity is created to administer the provisions of this agreement. A joint board consisting of City's City Administrator and County's County Administrator shall administer this agreement. All actions taken pursuant to this agreement shall require the unanimous approval of the joint board.
5. **Duration of Agreement - Termination:** This agreement shall remain in force until cancelled by either part in writing. This written notice must be served on the other party within sixty days (60) of the date of termination.
6. **Compliance with Legal Requirements:** Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services or disposal of property.
7. **Property Acquisition/Financing:** It is anticipated that no joint property will be acquired under this agreement. In the event that joint property is acquired, then it shall be distributed, when the agreement is terminated, to the parties in proportion to that party's contribution to purchase such property. There shall be no joint financing under this agreement.
8. **Filing:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
9. **No Third-Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein not to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
10. **Hold Harmless:** each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act or failure to act on the part of itself and its

employees. Neither party assumes responsibility to the other party for the consequences of any act or admission of any person, firm or corporation not a party to this agreement.

11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement, which shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect.
12. **Entire Agreement.** This Agreement and any amendments thereto mutually agreed to by the parties, constitutes the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties. Either party may request changes to the Agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment hereto.
13. **Dispute Resolution.** It is the parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, then the parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.
14. **Litigation.** In the event that any suit or action is instituted by either party to enforce compliance with or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to collect, in addition to necessary court costs, such sums as the court may adjudge as reasonable attorney fees. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court for Benton County, Washington.
15. **Notices.** All notices and demands shall be in writing and sent to the parties hereto at their address as follows:

<u>To Benton County:</u>	Benton County Public Works P.O. Box 1001 Prosser, WA 99350-0954
--------------------------	---

<u>To City of Prosser:</u>	City of Prosser 601 7 <sup>th</sup> Street Prosser, WA 99350
----------------------------	--

16. **Evidence of Authority.** This agreement shall be executed in duplicate originals. Upon execution of this Agreement, the City shall provide Benton County and Benton County shall provide the City with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as **Exhibit "A"** (City) and **Exhibit "B"** (County).

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF PROSSER,  
WASHINGTON

BENTON COUNTY,  
WASHINGTON

By: *Randy Taylor*  
Mayor *Pro Tem*

By: \_\_\_\_\_  
Chairman, Board of County  
Commissioners

Attest:

Attest:

*Sherry Biggs*  
City Clerk

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

Date: 5/26/09

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

Approved as to form:

Approved as to form:

  
Attorney, City of Prosser

\_\_\_\_\_  
Benton County Prosecuting Attorney

Date: 5/26/09

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

Exhibit "A"

CITY OF PROSSER, WASHINGTON  
RESOLUTION NO. 09- 1276

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF PROSSER APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN BENTON COUNTY AND THE CITY OF PROSSER  
FOR CERTIFICATION ACCEPTANCE SERVICES

**WHEREAS**, the City of Prosser has been awarded American Recovery and Reinvestment Act (ARRA) funds for the Sheridan Avenue Improvement Project from Third Street to Sixth Street; and

**WHEREAS**, the expenditure of ARRA funds requires that the project be certified by a certified acceptance agency; and

**WHEREAS**, the City is not certified to administer federal aid projects, but Benton County is and has agreed to serve in that capacity;

**BE IT RESOLVED**, by the City Council of the City of Prosser that it is the desire of the City Council that:

1. The Interlocal Agreement for Certification Acceptance Services, a copy of which is attached hereto and incorporated herein as if fully set forth, is hereby approved and the Mayor is authorized to execute the agreement in multiple originals.
2. Once fully executed the City Clerk shall record a certified copy of the Interlocal Agreement with the Benton County Clerk.

**ADOPTED** by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 26<sup>th</sup> day of May, 2009.

for Paul Warden Mayor Pro Tem  
MAYOR PAUL WARDEN

ATTEST:

Sherry Biggs  
CITY CLERK

APPROVED AS TO FORM:

[Signature]  
CITY ATTORNEY

j.

## RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO THE CITY OF KENNEWICK, TO CONTINUE A NON EXCLUSIVE FRANCHISE FOR WATER AND SEWER LINES FACILITY, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held Monday, April 20, 2009 to consider the request of The City of Kennewick, who has applied to continue a non exclusive existing franchise for a water and sewer lines facility in unincorporated Benton County, and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten year (10) period, expiring May 31, 2019;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, The City of Kennewick has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the franchise be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 1<sup>st</sup> day of June, 2009

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB:lss

K.

## RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO THE UNITED STATES OF AMERICA, acting by and through the United States Department of Energy, Bonneville Power Administration, TO CONTINUE A NON EXCLUSIVE FRANCHISE FOR ELECTRICAL TRANSMISSION FACILITY, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held Monday, April 20, 2009 to consider the request of UNITED STATES OF AMERICA, acting by and through the United States Department of Energy, Bonneville Power Administration, who has applied to continue a non exclusive existing franchise for An electrical transmission facility in unincorporated Benton County, and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten year (10) period, expiring May 31, 2019;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, UNITED STATES OF AMERICA, acting by and through the United States Department of Energy, Bonneville Power Administration has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the franchise be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 1<sup>st</sup> day of June, 2009

---

Chairman

---

Chairman Pro-Tem

---

Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

SWB:lss

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF LEASING A RICOH AFICIO MPC6000 COPIER FROM IKON FOR THE BENTON COUNTY PUBLIC WORKS DEPARTMENT

WHEREAS, the Benton County Public Works Department would like to enter into a 60 month lease option with IKON for the leasing of a Ricoh Aficio MPC6000 Copier in 2009, as the current lease has expired; and

WHEREAS, the Board of County Commissioners will need to approve and sign the Lease/Purchase Agreement attached hereto. Attached to the Lease/Purchase Agreement is a copy of the State Contract #03706 (Addendum A) that outlines Special Terms and Conditions of the Contract, a copy of Ricoh's Promotional Pricing effective through 5/31/09 (Addendum B) and a Detailed Promotional Pricing Sheet (Addendum C), together, these Addenda outline the fees to be charged to the Benton County Building Department for the lease of the copier; and

WHEREAS, the monthly maintenance and lease agreement amount will be \$336.79 including all supplies, except paper, at \$0.008 per black/white copy and \$0.04 per color copy; and

WHEREAS, it is the recommendation of the Benton County Public Works Department that the Board of County Commissioners sign the Lease/Purchase Agreement attached hereto; and

WHEREAS, IKON is a vendor under the State Contract #03706 (Addendum A); NOW THEREFORE

BE IT RESOLVED that the Board of Benton County Commissioners is authorized to sign the Lease/Purchase Agreement attached hereto; and

BE IT FURTHER RESOLVED, the Washington State Contract No. 03706 (Addendum A) expires April 1, 2011.

Dated this 1st day of June, 2009

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Attest: .....  
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	June 1, 2009	Execute Contract	Consent Agenda <u>  X  </u>
Subject:	Lease/Purchase Agreement on State Contract	Pass Resolution <u>      X      </u>	Public Hearing
Prepared by:	Larry Moser	Pass Ordinance	1st Discussion
Reviewed by:	Jonathan Young	Pass Motion	2nd Discussion
		Other <u>Sign Lease/Purchase Agreement</u>	Other <u>                  </u>

**BACKGROUND INFORMATION**

The Benton County Public Works Department's 60-month lease on the Canon IR 5000 Copier expired in July 2008. The Public Works Department found that the Ricoh Aficio MPC 6000 Copier from IKON best suits the needs of the Department. Standard on this copier are black/white and color copies, 4 paper sources, auto document feeder, and auto duplex. Added to the base price of \$223.30 is an SR4020 finisher at \$40.69/month and 2/3 hole punch at \$9.26/month, file format converter at \$6.08/month, print/scan unit at \$18.33/month, and an Adobe PS3 at \$35.13/month. The prices and contract conditions governing this copy machine lease are covered under State Contract #03706 (Addendum A) and Ricoh's Promotional Pricing effective through 5/31/09 (Addendum B to the Lease/Purchase Agreement); the 2/3 hole punch unit is covered under State Contract #03706 and the Detailed Promotional Pricing Sheet (Addendum C). Attached hereto for the Board's review is the Lease/Purchase Agreement, which needs to be signed by the Board of County Commissioners, Ricoh's Promotional Pricing effective through 5/31/09 (Addendum B) and a Detailed Promotional Pricing Sheet (Addendum C). Jonathan Young from the Prosecuting Attorney's Office prepared the Lease/Purchase Agreement attached hereto and has reviewed State Contract #03706 (Addendum A), Ricoh's Promotional Pricing effective through 5/31/09 (Addendum B) and the Detailed Promotional Pricing Sheet (Addendum C).

**SUMMARY**

The Benton County Public Works Department signed a lease agreement with IKON on July 28, 2003. The Board of County Commissioners will need to sign the Lease/Purchase Agreement attached hereto and the resolution authorizing a 60 month lease with IKON Office Solutions.

**RECOMMENDATION**

It is the recommendation of the Benton County Public Works Department that the Board of County Commissioners sign the Lease/Purchase Agreement attached hereto and the attached resolution.

**FISCAL IMPACT**

The new lease for the Ricoh Aficio MPC6000 Copier from IKON will go from \$244.00 to \$336.79 per month which is allocated in our present budget.

**MOTION**

The Board of County Commissioners will need to make a motion to enter into a contract with IKON for the leasing of a copier for 60 months to the Benton County Public Works Department.

# LEASE/PURCHASE AGREEMENT

## Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

PURCHASE REFERENCE

No. \_\_\_\_\_  
This order number should appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: IKON Office Solutions, Inc., 4160 6<sup>th</sup> Ave. SE Ste 102, Lacey, WA 98503

VENDOR CODE: (Fed. Tax ID) 23-0334400

VENDOR CONTACT: James Tripp

VENDOR CONTACT PHONE: (360)493-2121

TYPE OF LEASE: Copy machine lease per WA State Contract #03706.  
Single invoice for both operating lease and overages.

**SHIP TO:**

Benton County Public Works Department  
620 Market Street  
Prosser, WA 99350

**BILL TO:**

Benton County Public Works Department  
P O Box 1001  
Prosser, WA 99350-0954

**REMIT TO:**

IKON Financial Services/IKON Office Solutions/GECITS  
PO Box 650073  
Dallas TX, 75265-0073

**AGREEMENT:**

In exchange for the consideration identified herein, Vendor agrees to provide the listed office equipment to Benton County under the terms described within this Agreement and WA State Contract #03706.

P.O. DATE:

Delivery Date:

Line	Model	Description	Term	Unit Price	Total Price
1	Ricoh Aficio MPC6000	Lease of Ricoh MPC6000 copier per Washington State Contract #03706. Payment and meter reading/billing for additional images conducted monthly. Cost per color image: \$0.04. Cost per BW copy: \$.008.	60 Months	\$223.30	\$13,398.00
2	SR4020 Finisher	Stapler finisher per Washington State Contract #03706.	60 Months	\$40.69	\$2,441.40
3	Punch Unit Type 3260	Punch Unit Type 3260 hole punch per Washington State Contract #03706.	60 Months	\$9.26	\$555.60
4	File Format Converter Type E	File Format Converter Type E per Washington State Contract #03706	60 Months	\$6.08	\$364.80
5	P/S Unit Type C7500	Print/Scan Unit Type C7500 per Washington State Contract #03706	60 Months	\$18.33	\$1,099.80
6	Adobe PS3 Type C7500	Adobe PS3 Type C7500	60 Months	\$35.13	\$2,107.80
7	PS Connect	Professional Services Connect	60 Months	\$2.00	\$120.00
8	PS Training Setup	Professional Services Training-Setup	60 Months	\$2.00	\$120.00
The term of this Agreement shall be <u>60</u> months: Beg: / / through: / / exp. time:				SUB TOTAL =	\$20,207.40
				8.3% SALES TAX =	\$1,677.21
				TOTAL ORDER =	\$21,884.61

This Lease/Purchase Agreement incorporates by reference all terms and conditions of an operating lease issued off the State of Washington Contract No. 03706

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

(copy attached hereto as Addendum A).

Vendor's signature on this Lease/Purchase Agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:  
1. The State of Washington Contract No. 03706  
2. This Lease/Purchase Agreement.

Contact: Larry Moser, Benton County Public Works Department

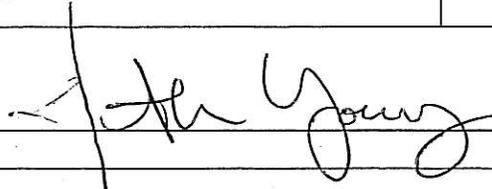
Title: Financial Administrator

Address: 620 Market Street, P O Box 1001, Prosser, WA. 99350-0954

Phone: (509) 786-5611

Fax: (509) 786-5627

Approved as to Form  
(Deputy Prosecutor):



By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Chairman  
Benton County  
Board of Commissioners: \_\_\_\_\_ Date: \_\_\_\_\_

Member  
Benton County  
Board of Commissioners: \_\_\_\_\_

Member  
Benton County  
Board of Commissioners: \_\_\_\_\_

Constituting the Board  
of County Commissioners  
of Benton County (Clerk): \_\_\_\_\_

ADDENDUM A

# State of Washington Current Contract Information

Effective Date: April 2, 2009

<b>Contract Number:</b>	03706 (Replaces 05899 and 07903)	<b>Commodity Code:</b>	3611
<b>Contract Title:</b>	Multifunctional Document Devices, Standalone and Networked		
<b>Purpose:</b>	Ricoh extended its price promotion until May 31, 2009. Copier Contract extended with Xerox, Ricoh, Konica Minolta and Sharp for 24 months. IKON now operates on the contract as an authorized dealer for Ricoh.		
<b>Term:</b>	April 2, 2009	<b>Through:</b>	April 1, 2011
<b>For Use By:</b>	All Agencies, Departments and Institutions of Higher Education (College and Universities, Community and Technical Colleges) of the State of Washington, Political Subdivisions and Qualified Non-profit Organizations that are part of the Washington State Purchasing Cooperative (WSPC) and the Materials Management Center.  A list of WSPC members is available on the Internet at: <a href="https://fortress.wa.gov/ga/inet/servlet/PCACoopListSv">https://fortress.wa.gov/ga/inet/servlet/PCACoopListSv</a>		
<b>Scope of Contract:</b>	This contract is awarded to <b>MULTIPLE</b> contractors.		
<b>Contractors:</b>	1. <u>Konica Minolta Business Solutions USA, Inc.</u> 2. <u>Ricoh Corporation</u> 3. <u>Sharp Electronics Corporation</u> 4. <u>Xerox Corporation</u>	Page 5 Page 8 Page 11 Page 13	
<b>Related Contracts:</b>	08101 Mail Equipment, 00902 Fax Machines		
<b>Term Worth:</b>	\$45,000,000/2 years		
<b>Current Participation:</b>	\$0 MBE	\$0 WBE	\$45,000,000 OTHER
	MBE 0%	WBE 0%	OTHER 100%
			\$0 EXEMPT
			EXEMPT 0%

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the number(s) listed below.

<b>Contract Administrator:</b>	Keith Armstrong
<b>Phone Number:</b>	(360) 902-7420
<b>Fax Number:</b>	(360) 586-2426
<b>E-mail:</b>	<a href="mailto:karmstr@ga.wa.gov">karmstr@ga.wa.gov</a>

*Visit our Internet site at: <http://www.ga.wa.gov/purchase.htm>*

Washington State Department of General Administration  
Office of State Procurement, PO Box 41017, Olympia WA 98504-1017

The State of Washington is an equal opportunity employer. To request this information in alternative formats call (360) 902-7400 or TDD (360) 664-3799.

**Addendum A**

ADDENDUM B

Ricoh / State of Washington - Promo Pricing

This promotion is effective through May 31st, 2009 and is available only to State of Washington contract users.

Product Description	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
<b>Ricoh Aficio MP2550 (25 GPM)</b>					
Aficio MP 2550B	\$ 1,881.90	\$ 53.10	\$ 44.10	\$ 37.80	\$ 0.0085
ARDF DF3030 (50 Sheet)	\$ 420.30	\$ 14.40	\$ 11.70	\$ 9.90	
SR790 1,000 Sheet Finisher	\$ 557.10	\$ 15.30	\$ 12.60	\$ 10.80	
Bridge Unit BU3020	\$ -	\$ -	\$ -	\$ -	
FAC 38 Cabinet	\$ 65.70	\$ 2.70	\$ 1.80	\$ 1.80	
Printer Scanner Unit type 3350	\$ 496.80	\$ 17.10	\$ 13.50	\$ 11.70	
<b>Total</b>	<b>\$ 3,421.80</b>	<b>\$ 102.60</b>	<b>\$ 83.70</b>	<b>\$ 72.00</b>	

Product Description	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
<b>Ricoh Aficio MP3350 (33 GPM)</b>					
Aficio MP 3350SP	\$ 3,432.60	\$ 99.90	\$ 81.90	\$ 71.10	\$ 0.0066
ARDF DF3030 (50 Sheet)	\$ -	\$ -	\$ -	\$ -	
SR790 1,000 Sheet Finisher	\$ 557.10	\$ 15.30	\$ 12.60	\$ 10.80	
Bridge Unit BU3020	\$ -	\$ -	\$ -	\$ -	
FAC 38 Cabinet	\$ 65.70	\$ 2.70	\$ 1.80	\$ 1.80	
<b>Total</b>	<b>\$ 4,055.40</b>	<b>\$ 117.90</b>	<b>\$ 96.30</b>	<b>\$ 83.70</b>	

Product Description	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
<b>MP 4000B</b>					
Ricoh Aficio MP 4000B	\$ 3,420.00	\$ 96.30	\$ 80.10	\$ 68.40	\$ 0.0066
SR970 Finisher	\$ 557.10	\$ 15.30	\$ 12.60	\$ 10.80	
Bridge Unit BU3030	\$ -	\$ -	\$ -	\$ -	
Paperfeed Unit PB3040 (2 x 500)	\$ 1,069.20	\$ 36.90	\$ 29.70	\$ 25.20	
Printer/Scanner Unit Type 5000	\$ 496.80	\$ 17.10	\$ 13.50	\$ 11.70	
<b>Total</b>	<b>\$ 5,543.10</b>	<b>\$ 166.60</b>	<b>\$ 135.90</b>	<b>\$ 116.10</b>	

Product Description	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
<b>Aficio MP 6000</b>					
Ricoh Aficio MP 6000	\$ 6,966.90	\$ 189.00	\$ 155.70	\$ 131.40	\$ 0.005
SR970 Finisher	\$ 980.10	\$ 27.00	\$ 21.60	\$ 18.90	
Printer/Scanner Unit Type 8000	\$ 1,092.60	\$ 29.70	\$ 24.30	\$ 20.70	
<b>Total</b>	<b>\$ 9,039.60</b>	<b>\$ 245.70</b>	<b>\$ 201.60</b>	<b>\$ 171.00</b>	

Product Description	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
<b>Ricoh MPC3500 SPF</b>					
Ricoh MP C3500SPF	\$ 5,506.20	\$ 154.80	\$ 128.70	\$ 94.50	\$ 0.065
PB3000 2 Tray Paper Bank	\$ 666.00	\$ 19.24	\$ 15.41	\$ 13.29	
SR790 1,000 Sheet Finisher	\$ 747.00	\$ 21.60	\$ 17.30	\$ 14.92	
Bridge Unit BU3000	\$ 104.00	\$ 2.70	\$ 2.16	\$ 1.86	
<b>Total</b>	<b>\$ 7,023.20</b>	<b>\$ 198.34</b>	<b>\$ 163.57</b>	<b>\$ 124.57</b>	

Product Description	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
<b>Ricoh MPC4500 SPF</b>					
Ricoh MP C4500SPF	\$ 7,517.00	\$ 217.24	\$ 174.02	\$ 150.04	\$ 0.040
PB3000 2 Tray Paper Bank	\$ 666.00	\$ 19.24	\$ 15.41	\$ 13.29	
SR790 1,000 Sheet Finisher	\$ 747.00	\$ 21.60	\$ 17.30	\$ 14.92	
Bridge Unit BU3000	\$ 104.00	\$ 2.70	\$ 2.16	\$ 1.86	
<b>Total</b>	<b>\$ 9,034.00</b>	<b>\$ 260.78</b>	<b>\$ 208.89</b>	<b>\$ 180.11</b>	

Product Description	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
<b>Ricoh Pro 906EX (90 GPM)</b>					
Pro 906EX	\$ 10,199.70	\$ 276.30	\$ 228.60	\$ 192.60	\$ 0.0041
Finisher SR5000	\$ 2,999.70	\$ 45.90	\$ 37.80	\$ 56.70	
2/3 Hole - PU5000 Punch Unit	\$ 506.70	\$ 13.50	\$ 11.70	\$ 9.90	
Ricoh Printer/Scanner Unit Type 1356	\$ 1,677.60	\$ 45.90	\$ 37.80	\$ 31.50	
LCIT RT5000 (LT LCT) - 8.5 x 11	\$ 866.70	\$ 23.40	\$ 19.80	\$ 16.20	
<b>Total</b>	<b>\$ 16,250.20</b>	<b>\$ 405.00</b>	<b>\$ 335.70</b>	<b>\$ 306.90</b>	

Product Description	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
<b>Ricoh 161SPF</b>					
161 SPF	\$ 956.70	\$ 26.10	\$ 21.60	\$ 18.00	\$ 0.0085
Cabinet	\$ 69.30	\$ 1.80	\$ 1.80	\$ 0.90	
<b>Total</b>	<b>\$ 1,026.00</b>	<b>\$ 27.90</b>	<b>\$ 23.40</b>	<b>\$ 18.90</b>	

Product Description	Purchase Pricing	36 months operating lease	48 months operating lease	60 months operating lease	CPC
<b>Ricoh MPC 6000 (60 B&amp;W / 55 color)</b>					
Ricoh MPC 6000	\$ 11,122.22	\$ 313.50	\$ 259.60	\$ 223.30	\$ 0.04
SR4020 Finisher**	\$ 2,024.44	\$ 56.89	\$ 47.17	\$ 40.69	
PU5000 Punch Unit	\$ 330.00	\$ 11.68	\$ 9.17	\$ 7.79	
P/S Unit Type C7500	\$ 776.67	\$ 27.49	\$ 21.51	\$ 18.33	
<b>Total</b>	<b>\$ 14,253.33</b>	<b>\$ 409.56</b>	<b>\$ 337.45</b>	<b>\$ 290.11</b>	

Optional accessories may be added at standard State of Washington prices.



ADDENDUM C

Quantity	Ricoh Equipment	Accessories	Ricoh Reorder	Customer Purchase	60Mths
	Prices Per Unit		Number	Price	Per Copy
1	Ricoh MP C6000		413959	\$ 11,122.22	\$ 223.30
	Ricoh MP C7500		413960	\$ 18,522.00	-
		Copy Tray Type 2075	412190	\$ 76.85	-
		RT43 LCT Bundle	002450MIU	\$ 1,760.00	-
		SR4010 Finisher**	413974	\$ 2,400.00	-
1		SR4020 Finisher**	413976	\$ 2,024.44	\$ 40.69
		SR5000 Finisher	412981	\$ 4,440.00	-
		Finisher Adapter Type C	413973	\$ 304.00	-
		"11"X17" Tray Unit Type 2105	411398	\$ 1,160.00	-
		LCIT RT4000	413965	\$ 3,640.00	-
1		Punch Unit Type 3260	412209	\$ 321.00	\$ 9.26
		PU5000 Punch Unit	412983	\$ 330.00	-
		Cover Interposer Tray Type 3260	412213	\$ 583.00	-
		Tab sheet Holder Type 3260	412203	\$ 23.85	-
		8 1/2"X14" Tray Type 1075	411187	\$ 429.30	-
		Output Jogger Unit Type 3260	412212	\$ 185.50	-
		CI5000 Cover Interposer	412976	\$ 2,800.00	-
		ZF4000 Z-Folding Unit	412805	\$ 5,600.00	-
		9 Bin Mail Box CS391	412191	\$ 1,060.00	-
1		File Format Converter Type E	414007	\$ 304.75	\$ 6.08
		Data Overwrite Security Unit Type H	414002	\$ 296.00	-
		HDD Encryption Unit Type A	414021	\$ 196.10	-
		Copy Data Security Unit Type F	413985	\$ 357.75	-
		Brower Unit Type D	414173	\$ 65.60	-
		Copy Connector Type 3260	412415	\$ 1,136.00	-
		Type 1027 Key Counter Bracket	412537	\$ 50.35	-
		Card Reader Bracket Type B	412279	\$ 96.00	-
		Optional Counter Interface Unit Type A	413012	\$ 31.80	-
		Fax Option Type C7500	413968	\$ 800.00	-
		G3 Interface Unit Type C7500	413971	\$ 500.00	-
		32MB Memory 400dpi/SAF	001342MIU	\$ 98.05	-
1		P/S Unit Type C7500	003187MIU	\$ 776.67	\$ 18.33
1		Adobe PS3 Type C7500	414000	\$ 1,760.00	\$ 35.13
		Gigabit Ethernet Type B	414204	\$ 352.00	-
		EFL Fiery E-7100 Controller	414496	\$ 5,500.00	-
		EFL impose w2.7	414498	\$ 2,000.00	-
		Color Profiler Suite v2 w/ES-1000	003115MIU	\$ 2,100.00	-
		IEEE802.11a/g Wireless Type J	414008	\$ 286.20	-
		IEEE 1284 Interface Type A	411699	\$ 52.47	-
		Bluetooth Interface Type 3245	412866	\$ 190.80	-

- 1) MPC6000 223.30
  - 2) SR4020 Finisher 40.69
  - 3) Punch Unit 9.26
  - 4) File Format E 6.08
  - 5) Print/scan 18.33
  - 6) Post script 35.13
  - 7) PS/connect 2.11
  - PS/Rainings-setup 2.11
- 
- 336.79

PS connect.

1	Additional PS	PS-TRAINING	PS-TRAINING	100.00	2.00
	Upgrade/Buyout	Serial Number			
	Bundled images				
		ScanStation Suite 3yr XP	003387MIU	\$ 4,684.50	\$ -
		ScanStation Suite 4yr XP	003388MIU	\$ 5,119.20	\$ -
		ScanStation Suite 5yr XP	003389MIU	\$ 5,535.00	\$ -
		ScanStand R-2	003507MIU	\$ 450.00	\$ -
		eCopy Desktop 5pk 3yr	003403MIU	\$ 694.80	\$ -
		eCopy Desktop 5pk 4yr	003404MIU	\$ 774.90	\$ -
		eCopy Desktop 5pk 5yr	003405MIU	\$ 850.50	\$ -
		eCopy Desktop 10pk 3yr	003406MIU	\$ 1,389.60	\$ -
		eCopy Desktop 10pk 4yr	003407MIU	\$ 1,549.80	\$ -
		eCopy Desktop 10pk 5yr	003408MIU	\$ 1,701.00	\$ -
		eCopy Desktop 20pk 3yr	003409MIU	\$ 2,779.20	\$ -
		eCopy Desktop 20pk 4yr	003410MIU	\$ 3,099.60	\$ -
		eCopy Desktop 20pk 5yr	003411MIU	\$ 3,402.00	\$ -
		eCopy Desktop 50pk 3yr	003412MIU	\$ 6,253.20	\$ -
		eCopy Desktop 50pk 4yr	003413MIU	\$ 6,974.10	\$ -
		eCopy Desktop 50pk 5yr	003414MIU	\$ 7,654.50	\$ -
		10 Device Licenses ShareScan OP Embed	002758MIU	\$ 30,996.00	\$ -
		10 Device Licenses ShareScan OP Embed	002759MIU	\$ 36,666.00	\$ -
		ScanRouter EX Professional (V3)	002692MIU	\$ 1,620.00	\$ -
		ScanRouter EX Enterprise (V3)	002695MIU	\$ 5,395.50	\$ -
		DeskTopBinder Professional (V3)	002691MIU	\$ 135.00	\$ -
		DeskTopBinder 10-User Package (V3)	002698MIU	\$ 1,080.00	\$ -
		ScanRouter EX Pro/DesktopBinder Pro Bu	002178MIU	\$ 1,620.00	\$ -
1				\$ -	\$ 336.79

m.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF PATROL,  
DEPARTMENT NUMBER 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2009  
funds shall be transferred as outlined in Exhibit "A", attached hereto.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

## BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Patrol      Dept Nbr: 121  
 Fund Name: Current Expense      Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	TRANSFER TO:	AMOUNT
594.210	6401	Capital Outlay - Hardware	\$23,004	BASE SUB (6 digit)	
				LINE ITEM (4 digit)	
				3106	\$23,004
				Operating Supplies	
TOTAL			\$23,004	TOTAL	
				\$23,004	

Explanation:

Electronic ticketing machines were originally budgeted to be capital outlay and the appropriated funds were put in line item 594.210.6401. However, the cost per ticketing machine plus supporting material (\$665.23 per machine) does not meet Benton County's Capital Policies and Procedures (Resolution 03-429). The expenditures should be expensed in the current period and not be subject to capitalization and depreciation. The Sheriff's Office would like to transfer the money from Capital Outlay to Operating supplies.

Prepared by: Keith Mercer      Date: 19-May-2009

Approved       Denied       Date: \_\_\_\_\_

\_\_\_\_\_ Chairman  
 \_\_\_\_\_ Member  
 \_\_\_\_\_ Member

n.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF TRAFFIC CONTROL, DEPARTMENT NUMBER 125.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2009 funds shall be transferred as outlined in Exhibit "A", attached hereto.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Sheriff Traffic Control      Dept Nbr: 125  
 Fund Name: Current Expense      Fund Nbr: 0000-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.210	6401	Capital Outlay - Hardware	\$2,556	521.700	3106	Operating Supplies	\$2,556
TOTAL			\$2,556	TOTAL			\$2,556

**Explanation:**

Electronic ticketing machines were originally budgeted to be capital outlay and the appropriated funds were put in line item 594.210.6401. However, the cost per ticketing machine plus supporting material (\$665.23 per machine) does not meet Benton County's Capital Policies and Procedures (Resolution 03-429). The expenditures should be expensed in the current period and not be subject to capitalization and depreciation. The Sheriff's Office would like to transfer the money from Capital Outlay to Operating supplies.

Prepared by: Keith Mercer      Date: 19-May-2009

Approved  Denied       Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

RECEIVED  
MAR 17 2009  
BENTON COUNTY  
COMMISSIONERS

**From:** Marilu Flores  
**To:** Hewitt, Eileen  
**Subject:** Re: Request to be on Commissioner's Schedule

Hi Eileen:

Items below before the board have been scheduled at 9:05 am EXCEPT for the March 23rd item which is scheduled at 11:00 am. I have given each item 10 minutes before the board.

Please let Marianne know the times and have her be here at her scheduled times (last time she was a bit late) as I'd hate for her to lose her spot.....Marilu

>>> Eileen Hewitt 3/16/2009 4:41 PM >>>  
Marilu,

Marianne Ophardt requested that I ask you to schedule some of our WSU Extension Area Educators for regular Monday Commissioner meetings.

No documents will be presented at these meetings. The intent is just an informal appearance so the Benton County Commissioners can get to know our WSU Extension Area Educators.

Please add to the schedule the following people on the dates indicated:

- ✓ March 23rd - Natalie Kinion, WSU Benton - Franklin Extension - 4-H Youth Development
- ✓ April 27th - Gwen-Alyn Hoheisel, WSU Benton-Franklin Extension - Commercial Fruit
- ✓ May 11th - Jean Smith, WSU Benton-Franklin Extension - Animal Sciences
- ✓ June 1st - Tim Waters, WSU Benton-Franklin Extension - Commercial Vegetables
- ✓ June 22nd - Lauri Sherfey, Director, WSU Franklin County Extension
- ✓ July 13th - Lizann Powers-Hammond, WSU Benton-Franklin County Extension - Food Science & Human Nutrition

Thanks,  
Eileen Hewitt

Eileen Hewitt  
[eileen.hewitt@co.benton.wa.us](mailto:eileen.hewitt@co.benton.wa.us)

WSU Benton County Extension - Kennewick  
5600-E West Canal Drive  
Kennewick, WA 99336  
(509) 735-3551

WSU Extension programs and employment are available to all without discrimination. Evidence of non-compliance may be reported through your local extension office.

9:15

AGENDA ITEM: Discussion		TYPE OF ACTION NEEDED	CONSENT AGENDA
MEETING DATE: B/C 6-1-09			
SUBJECT: Juvenile Drug Court funding		Executive Contract	PUBLIC HEARING
Prepared By:	Jennifer Bowe	Pass Resolution	1ST DISCUSSION xx
Reviewed By:	Sharon Paradis/Judge Runge	Pass Ordinance	2ND DISCUSSION
		Pass Motion	OTHER
		Other	

**BACKGROUND INFORMATION**

Both Benton and Franklin Counties considered Juvenile Drug Court funding in the 2009 budget process however the Franklin Board requested that we return for a supplement if the State was not able to fund for the last six months of fiscal year 2009.

The State did not include drug court funding in their final budget. The Franklin Board has indicated they are supportive of Juvenile Drug Court however not sure they can financially support 50% of the last six months of the year.

The Franklin County Board would like a determination from the Benton Board if it is supportive of funding prior to making a final decision.

**SUMMARY**

Discuss funding options for the Juvenile Drug Court

Line Item	Description	25% to replace State \$ for last half 2009	Full funding 2009
1605	Counselor II	\$11,436	\$45,744
1727	Coordinator	\$5,610	\$22,440
2102	Social Security Taxes	\$1,611	\$6,444
2103	Medical Insurance	\$2,899	\$11,596
2104	Retirement	\$1,824	\$7,296
4101	Legal Fees (Defense Attorney)	\$6,932	\$27,728
	Professional Services		
4103	Interpreter Tracking UA	\$750	\$3,000
		\$6,095	\$24,380
		\$1,556	\$6,224
4131	Security	\$2,519	\$10,076
	Administration – Interagency		
9108	Prosecutor Court Clerk	\$6,914	\$27,656
9908	Accumul. Leave	\$298	\$1,192
<b>SUBTOTAL</b>		<b>\$48,444</b>	<b>\$193,776</b>

1/4 Funding = \$48,444 FC = \$14,049, BC = \$34,395

9.30

# Benton County Current Expense 2010 - 2015 Revenue and Expenditure Forecast

	2009		2009		2010		2011		2012		2013		2014		2015	
	Budget	Percentage Increase / (Decrease) over 2008	Forecast	Percentage Increase / (Decrease) over 2008	Forecast	Percentage Increase / (Decrease) over 2009	Forecast	Percentage Increase / (Decrease) over 2010	Forecast	Percentage Increase / (Decrease) over 2011	Forecast	Percentage Increase / (Decrease) over 2012	Forecast	Percentage Increase / (Decrease) over 2013	Forecast	Percentage Increase / (Decrease) over 2014
<b>Revenues:</b>																
Beginning Fund Balance	\$ 9,921,365		\$ 9,921,365		\$ 9,813,347		\$ 9,086,448		\$ 8,228,309		\$ 7,458,343		\$ 7,117,823		\$ 6,908,468	
without the anticipated surplus/(deficit)	\$ 8,315,401		\$ 8,315,401		\$ 8,703,399		\$ 7,944,683		\$ 7,045,618		\$ 6,245,887		\$ 5,874,833		\$ 5,634,154	
anticipated surplus/(deficit)-unexpended budget	\$ 1,605,964		\$ 1,605,964		\$ 1,109,948		\$ 1,141,765		\$ 1,182,690		\$ 1,212,455		\$ 1,242,990		\$ 1,274,313	
<b>Taxes</b>	\$ 26,537,891	3.0%	\$ 26,448,961	2.7%	\$ 27,288,505	3.1%	\$ 28,442,218	4.3%	\$ 29,284,324	3.0%	\$ 30,484,864	4.1%	\$ 31,404,579	3.0%	\$ 32,635,034	3.9%
Licenses & Permits	\$ 39,500	11.5%	\$ 41,754	17.8%	\$ 42,714	2.3%	\$ 43,696	2.3%	\$ 44,701	2.3%	\$ 45,729	2.3%	\$ 46,781	2.3%	\$ 47,867	2.3%
Intergovernmental Revenues	\$ 15,717,053	1.8%	\$ 15,639,966	1.3%	\$ 16,038,150	2.5%	\$ 16,466,965	2.7%	\$ 16,919,267	2.7%	\$ 17,388,282	2.8%	\$ 17,865,487	2.7%	\$ 18,338,392	2.6%
Charges for Goods & Services	\$ 3,862,974	1.2%	\$ 3,884,494	1.7%	\$ 3,968,038	2.2%	\$ 4,070,135	2.6%	\$ 4,177,848	2.6%	\$ 4,288,848	2.7%	\$ 4,403,258	2.7%	\$ 4,521,207	2.7%
Fines & Forfeitures	\$ 2,455,050	-8.4%	\$ 2,161,149	-2.5%	\$ 2,671,558	2.3%	\$ 2,793,004	2.3%	\$ 2,795,863	2.3%	\$ 2,860,168	2.3%	\$ 2,925,952	2.3%	\$ 2,993,249	2.3%
Miscellaneous Revenue	\$ 2,452,853	2.2%	\$ 889,317	-62.9%	\$ 890,857	0.2%	\$ 900,422	1.1%	\$ 910,206	1.1%	\$ 920,216	1.1%	\$ 930,456	1.1%	\$ 940,931	1.1%
Other Financing Sources	\$ 2,122,715	49.4%	\$ 2,122,715	49.4%	\$ 1,621,279	-23.6%	\$ 1,621,308	0.0%	\$ 1,621,338	0.0%	\$ 1,621,369	0.0%	\$ 1,621,401	0.0%	\$ 1,621,433	0.0%
<b>Total Revenue</b>	\$ 53,186,036	3.2%	\$ 51,636,699	0.2%	\$ 52,501,100	1.7%	\$ 54,277,748	3.4%	\$ 55,753,547	2.7%	\$ 57,606,477	3.3%	\$ 59,197,914	2.8%	\$ 61,088,103	3.2%
<b>Total Resources (Revenues plus Fund Balance)</b>	\$ 63,107,401	-0.9%	\$ 61,558,064	-3.3%	\$ 62,314,447	1.2%	\$ 63,364,196	1.7%	\$ 63,981,956	1.0%	\$ 65,064,819	1.7%	\$ 66,315,737	1.9%	\$ 68,006,570	2.5%
<b>Expenditures:</b>																
General Government	\$ 21,486,937	4.9%	\$ 21,145,184	3.1%	\$ 21,709,466	2.7%	\$ 22,262,935	2.5%	\$ 22,830,968	2.6%	\$ 23,413,948	2.6%	\$ 24,012,270	2.6%	\$ 24,626,339	2.6%
Security of Persons and Property	\$ 23,390,531	7.2%	\$ 23,351,597	7.0%	\$ 23,966,712	2.6%	\$ 24,598,072	2.6%	\$ 25,246,107	2.6%	\$ 25,911,259	2.6%	\$ 26,593,978	2.6%	\$ 27,294,730	2.6%
Physical Environment	\$ 1,390,297	24.6%	\$ 1,197,965	7.4%	\$ 1,225,970	2.3%	\$ 1,254,664	2.3%	\$ 1,284,054	2.3%	\$ 1,314,155	2.3%	\$ 1,344,985	2.3%	\$ 1,376,563	2.3%
onomic Environment	\$ 676,618	17.4%	\$ 625,997	8.6%	\$ 643,289	2.8%	\$ 661,098	2.8%	\$ 679,319	2.8%	\$ 698,084	2.8%	\$ 717,367	2.8%	\$ 737,183	2.8%
ental and Physical Health	\$ 771,830	-20.8%	\$ 773,458	-20.7%	\$ 783,195	1.3%	\$ 793,168	1.3%	\$ 803,383	1.3%	\$ 813,844	1.3%	\$ 824,559	1.3%	\$ 835,534	1.3%
Culture and Recreation	\$ 505,583	6.1%	\$ 490,549	2.9%	\$ 502,719	2.5%	\$ 515,193	2.5%	\$ 527,976	2.5%	\$ 541,078	2.5%	\$ 554,507	2.5%	\$ 568,269	2.5%
Capital Outlay	\$ 592,171	-48.0%	\$ 592,171	-48.0%	\$ 604,014	2.0%	\$ 616,095	2.0%	\$ 628,417	2.0%	\$ 640,985	2.0%	\$ 653,805	2.0%	\$ 666,881	2.0%
Operating Transfers	\$ 4,677,754	-46.8%	\$ 4,677,754	-46.8%	\$ 4,771,309	2.0%	\$ 4,866,735	2.0%	\$ 4,964,070	2.0%	\$ 5,063,351	2.0%	\$ 5,164,618	2.0%	\$ 5,267,911	2.0%
Wage COLA Contingency	\$ -	0.0%	\$ -	0.0%	\$ 163,090	0.0%	\$ 163,090	0.0%	\$ 163,090	0.0%	\$ 163,090	0.0%	\$ 163,090	0.0%	\$ 163,090	0.0%
<b>Total Expenditures</b>	\$ 53,491,521	-3.4%	\$ 52,854,665	-4.5%	\$ 54,369,764	2.9%	\$ 56,318,578	3.6%	\$ 57,735,969	2.5%	\$ 59,189,986	2.5%	\$ 60,681,583	2.5%	\$ 62,205,212	2.5%
<b>Increase/(Decrease) Fund Balance</b>	\$ (305,485)	-92.0%	\$ (1,217,966)	68.0%	\$ (1,868,664)	53.4%	\$ (2,040,830)	9.2%	\$ (1,982,421)	-2.9%	\$ (1,583,509)	20.1%	\$ (1,483,669)	6.3%	\$ (1,107,109)	25.4%
<b>Residual Equity Transfer</b>																
Required Fund Balance (13%)	\$ 6,963,898	-3.4%	\$ 6,871,106	-4.5%	\$ 7,068,069	2.9%	\$ 7,321,415	3.6%	\$ 7,505,676	2.5%	\$ 7,684,698	2.5%	\$ 7,868,606	2.5%	\$ 8,066,678	2.5%
<b>Estimated Ending Fund Balance</b>	\$ 9,615,880	15.6%	\$ 8,703,399	4.7%	\$ 7,944,663	-8.7%	\$ 7,045,618	-11.3%	\$ 6,245,887	-11.4%	\$ 5,874,833	-5.9%	\$ 5,634,154	-4.1%	\$ 5,801,358	3.0%
<b>Budget Policy Surplus or (Deficit)</b>	\$ 2,661,982		\$ 1,832,283		\$ 876,614		\$ (275,797)		\$ (1,259,789)		\$ (1,819,865)		\$ (2,254,451)		\$ (2,285,319)	

What if scenario - amount carried forward if budgets are 2.1% underspent

Budget	\$ 53,491,521	\$ 52,854,665	\$ 54,369,764	\$ 56,318,578	\$ 57,735,969	\$ 59,189,986	\$ 60,681,583	\$ 62,205,212
Budget Surplus/(Deficit)	\$ (305,485)	\$ (1,217,966)	\$ (1,868,664)	\$ (2,040,830)	\$ (1,982,421)	\$ (1,583,509)	\$ (1,483,669)	\$ (1,107,109)
Unexpended Budget (2.1%)	1,123,322	1,109,948	1,141,765	1,182,650	1,212,455	1,242,990	1,274,313	1,306,309
Anticipated Surplus/(Deficit) to apply to fund balance	\$ 817,837	\$ (108,018)	\$ (726,899)	\$ (858,140)	\$ (769,966)	\$ (340,520)	\$ (209,355)	\$ 189,200

2010 - 2015 gas(mta) only; data is current up to printing date

2009 forecast includes accruals and that accruals will be collected.

Commissioners' Date Stamp

10:00

**TRANSMITTAL  
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: <b>Current Expense</b>	Fund Number: <b>0000-101</b>
Dept Name: <b>Office of Public Defense</b>	Dept Number: <b>136</b>

**Request Summary**

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
512.819.4103	Professional Services	\$355,000	\$605,000
512.818.1565	Public Defense Attorney I	28,606	28,606
512.818.1566	Public Defense Attorney I	28,606	28,606
512.818.2102	Social Security (FICA)	4,377	4,377
512.818.2103	Medical Insurance	20,242	20,242
512.818.2104	Retirement	4,568	4,568
512.818.3101	Office Supplies	3,370	3,370
512.818.4301	Travel	750	750
512.818.4201	Postage	300	300
512.818.4503	Rental Office Equipment	800	800
<b>Total Supplement</b>		<b>\$446,619</b>	

Revenue		
Fund Number	Item Name	Amount
349.15.0004	OPD Services to District Court	\$91,619
288.00.0000	Fund Balance	355,000
<b>Total Revenue</b>		<b>\$446,619</b>

**Basis for Supplement:**

Unanticipated professional services in limited use funds for the Schälchlin and Sisouvahn cases. Implementation of in-house attorney program which is anticipated to reduce overall costs: wages and benefits for two in-house attorneys (Public Defense Attorney I); increased office supply, travel, postage and office equipment rental to support in-house attorneys. For purposes of analysis pursuant to Resolution 09-254, these new positions are anticipated to reduce overall costs of indigent defense services. Furthermore, an interlocal agreement with cities for public defense services to be in place shortly to enable allocation of public defense costs, including in-house attorney costs, to cities.

**Review Comments**

Commissioners: \_\_\_\_\_

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Auditor's Office: \_\_\_\_\_

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**Commissioners**

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CHAIRMAN

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COMMISSIONER

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COMMISSIONER

- Approved for Hearing
- Denied

Commissioners' Date Stamp:

**TRANSMITTAL**  
**REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **Vit Impact**  
 Dept Name:

Fund Number: **0153-101**  
 Dept Number: **000**

**Request Summary**

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
597.100.9914	County Road	500,000	500,000
Total Supplement		\$500,000	

Revenue		
Fund Number	Item Name	Amount
288.00.0000	Fund Balance	500,000
Total Revenue		\$500,000

**Basis for Supplement:**  
 Appropriate Funds for the Wiser Parkway Railroad Crossing for construction of the roadway approach to the railroad crossing and the crossing itself.

**Review Comments**

Commissioners: \_\_\_\_\_  
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 Auditor's Office: \_\_\_\_\_  
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**Commissioners**

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 CHAIRMAN  
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 COMMISSIONER  
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 COMMISSIONER

- Approved for Hearing
- Denied







Commissioners' Date Stamp:

**TRANSMITTAL  
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **Solid Waste Collection Fund**  
Dept Name:

Fund Number: **0155-101**  
Dept Number: **000**

**Request Summary**

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
537.100.4103	Professional Services	50,000	50,000
<b>Total Supplement</b>		<b>\$50,000</b>	

Revenue		
Fund Number	Item Name	Amount
334.03.1012	Grant No: G0900169	37,500
288.00.0000	Fund Balance	12,500
<b>Total Revenue</b>		<b>\$50,000</b>

**Basis for Supplement (Attach Documentation as Appropriate):**  
Washington State Department of Ecology awarded Benton County a off-set cycle (2008-2009) grant for \$37,500 to have a study done of organic wastes produced in Benton County. The County's match is \$12,500. The grant Agreement G0900169 was approved by the Board on February 23, 2009 (Resolution #09-141).

**Commissioners**

CHAIRMAN \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

- Approved for Hearing
- Denied

Review Notes: \_\_\_\_\_  
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Commissioners' Date Stamp:

**TRANSMITTAL****REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: <b>Juvenile</b>	Fund Number: <b>0115-101</b>
Dept Name: <b>Grant Reimbursement</b>	Dept Number: <b>174</b>

**Request Summary**

Expenditure		Supplement	Revised Budget
BARS Number	Item Name	Amount	
527.400.1642	Legal Secretary IV	\$8,103	\$24,261
527.400.1711	Counselor II	\$21,643	\$49,267
527.400.1911	Temporary Help	\$8,600	\$30,600
527.400.1925	Overtime	\$2,741	\$2,741
527.400.2102	FICA	\$3,144	\$52,120
527.400.2103	Medical Insurance	\$8,652	\$102,395
527.400.2104	Retirement	\$3,767	\$58,424
527.400.3101	Supplies	\$2,984	\$25,476
527.400.3130	Incentives - Activities/Supplies	\$6,250	\$12,700
527.400.3201	Vehicle Fuel	\$1,300	\$4,348
527.400.4103	Professional Services	\$17,197	\$312,281
527.400.4202	Telephone	\$505	\$2,854
527.400.4301	Travel	\$8,433	\$32,352
527.400.4905	Training	\$7,450	\$24,561
527.400.9101	Data Processing Administration	\$2,500	\$5,800
527.400.9305	Computer Hardware & Software	\$4,550	\$4,550
527.400.9601	Insurance Management	\$2,500	\$12,700
527.400.9908	Accumulated Leave	\$537	\$11,285
<b>Total Supplement</b>		<b>\$110,856</b>	

**Revenue**

Fund No.	Item Name	Amount
0115-101	MacArthur - Models for Change Grant 367.11.0002	\$45,107
0115-101	Truancy Contempt Prevention Project FY 08-09 333.16.5402	\$32,385
0115-101	Truancy Contempt Prevention Project FY 09-10 333.16.5402	\$33,364
<b>Total Revenue</b>		<b>\$110,856</b>

**Basis for Supplement (Attach Documentation as Appropriate):**

\* The Juvenile Department was awarded grant dollars from the MacArthur Foundation for a two year Models for Change grant approved by both Boards of Commissioners in January 2008. We did not anticipate unspent dollars in year 1 of the grant when the 09 Juvenile budget was prepared and only included the 2nd year allocation in our 09 budget. It was determined that we would have carry forward dollars from year 1 of the grant into year 2 therefore a supplement is needed to expend the additional carry forward grant revenues accordingly.

\*\* The Juvenile Department was awarded grant dollars from OJJ for the Truancy Contempt Prevention Project in November 2008. Expenditures and revenues associated with this award were not included in our 2009 Budget Request. Therefore, a supplement is needed to expend projected grant revenues (January 1, 2009 to June 30, 2009) in accordance with the Joint Resolution (BC 08 939 and FC 2008 482) signed by both Boards of Commissioners in November 2008.

\*\*\* The Juvenile Department has received verbal award of continued funding from OJJ for the second fiscal year (July 1, 2009 to June, 30, 2010) of the Truancy Contempt Prevention Project. Expenditures and revenues associated with the first half of the grant fiscal year (July 1, 2009 to December 31, 2009) were not included in our 2009 Budget Request. Therefore, a supplement is needed to expend the first half of the projected grant revenues.

Approved for Hearing

Denied

Approved for Hearing

Denied

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CHAIRMAN

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CHAIRMAN

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COMMISSIONER

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COMMISSIONER

Commissioners' Date Stamp:

**TRANSMITTAL  
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name:	<b>Central Services</b>	Fund Number:	<b>0502-101</b>
Dept Name:	<b>Central Services</b>	Dept Number:	<b>000</b>

**Request Summary**

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
594.180.6401	Capital Outlay - Computer	9,000	52,750
518.810.4202	Telephone	24,240	185,670
518.810.4805	Service/Maintenance Agreements	1,220	552,050
<b>Total Supplement</b>		<b>\$34,460</b>	

**Revenue**

Fund Number	Item Name	Amount
348.80.1142	Capital Projects	9,000
348.80.0102	Info Systems - Auditor	543
348.80.0107	Info Systems - Commissioner	4,310
348.80.0126	Info Systems - Parks	475
348.80.1101	Info Systems - GIS	1,065
348.80.0136	Info Systems - Office of Public Defense	950
348.80.0116	Info Systems - Planning	1,040
348.80.0118	Info Systems - Sheriff Administration	3,120
348.80.0119	Info Systems - Sheriff Comm & Records	1,040
348.80.0121	Info Systems - Sheriff Patrol	4,160
348.80.0120	Info Systems - Sheriff Custody	4,160
348.80.0106	Info Systems - Clerk	910
348.80.0504	Info Systems - Insurance Management	1,900
348.80.0190	Info Systems - Elections	542
348.80.0003	Info Systems - Sustainable Development	475
348.80.1124	Info Systems - Fairgrounds Operating	770
<b>Total Revenue</b>		<b>\$34,460</b>

**Basis for Supplement (Attach Documentation as Appropriate):**

Expenses for installation of BlackBerry infrastructure and monthly service charges for remainder of 2009. All except the capital expenses will be added to the last two quarterly charge back billings from Central Services.

**Commissioners**

- Approved for Hearing  
 Denied

CHAIRMAN \_\_\_\_\_

Review Notes: \_\_\_\_\_

COMMISSIONER \_\_\_\_\_

COMMISSIONER \_\_\_\_\_



Commissioners' Date Stamp:

# TRANSMITTAL REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: <b>Central Services</b>	Fund Number: <b>0502-101</b>
Dept Name: <b>Central Services</b>	Dept Number: <b>000</b>

### Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
518.400.3507	New Computer Equipment	3,200	53,700
<b>Total Supplement</b>		<b>\$3,200</b>	

Revenue		Amount
Fund Number	Item Name	Amount
348.80.0136	Office of Public Defense	3,200
<b>Total Revenue</b>		<b>\$3,200</b>

**Basis for Supplement (Attach Documentation as Appropriate):**  
 This request corresponds with the approval to hire two new attorneys for the Office of Public Defense (see minutes for 13-April-2009). Specifically, it includes two laptops for those positions.

### Commissioners

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CHAIRMAN

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COMMISSIONER

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COMMISSIONER

- Approved for Hearing
- Denied

Review Notes: \_\_\_\_\_

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Commissioners' Date Stamp:

**TRANSMITTAL  
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: <b>Central Services</b>	Fund Number: <b>0502-101</b>
Dept Name: <b>Central Services</b>	Dept Number: <b>000</b>

**Request Summary**

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
518.400.3507	New Computer Equipment	2,600	60,850
<b>Total Supplement</b>		<b>\$2,600</b>	

Revenue		
Fund Number	Item Name	Amount
348.80.0117	Info Systems - Prosecuting Attorney	2,600
<b>Total Revenue</b>		<b>\$2,600</b>

**Basis for Supplement (Attach Documentation as Appropriate):**  
 This request corresponds with the request from the Prosecuting Attorney relating to their new office space, specifically, for two new desktop computers.

**Commissioners**

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CHAIRMAN

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COMMISSIONER

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COMMISSIONER

- Approved for Hearing
- Denied

Review Notes: \_\_\_\_\_

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File No. SUB 01-01  
 Date 5-27-09  
 Staff Exhibit No. A  
 Pro. Exhibit No. \_\_\_\_\_  
 Opp. Exhibit No. \_\_\_\_\_  
 Received by dja

<b>AGENDA ITEM</b> <b>MTG. DATE:</b> June 1, 2009 <b>SUBJECT:</b> Preliminary Plat of Vineyard Highlands- SUB 07-07 <b>MEMO DATE:</b> May 26, 2009 <b>Prepared By:</b> Michael Shuttleworth	<b>TYPE OF ACTION</b> <b>NEEDED</b>	Consent Agenda <input checked="" type="checkbox"/> Closed Record Hearing <input checked="" type="checkbox"/> Public Meeting 1st Discussion 2nd Discussion
	Execute Contract Pass Resolution <input checked="" type="checkbox"/> Pass Ordinance Pass Motion <input checked="" type="checkbox"/>	

**BACKGROUND INFORMATION**

On May 12, 2009, the Benton County Planning Commission conducted public hearings on the proposed preliminary plat of Vineyard Highlands- SUB 07-07. This subdivision consists of 253 acres to be divided into 74 single-family lots. After closing the Open Record Hearings and discussing the proposed plat, the Planning Commission made a recommendation to approve the preliminary plat of Vineyard Highlands- SUB 07-07 as presented with conditions. The Planning Commission's record and recommendation for SUB 07-07 is being submitted for your review and decision. The Board has set a public meeting for June 1, 2009 at 10:20 a.m., Commissioners Hearings Room, Third Floor, Courthouse, Prosser to review the record and recommendation of the Planning Commission.

The Board of County Commissioners must make a final decision on the preliminary plat application based on the Planning Commission's Open Record Hearing. The Board may not hold its own Open Record Hearing if the Planning Commission held an Open Record Hearing. In this case, the Planning Commission held an Open Record Hearing on May 12, 2009 and therefore, the Board of County Commissioners cannot consider any testimony other than that testimony that was presented to the Planning Commission at their Open Record Hearings. The only information the Board can consider is the clarification of statements made at the Open Record Hearing with reference to testimony and information submitted to the Planning Commission in their record prepared for this preliminary plat application. Attached for the Board's review is a copy of the tapes and all information presented at the Planning Commission Open Record Hearings. Also attached is the signed Recommendation, Findings and Conclusion of the Planning Commission Open Record Hearings.

**SUMMARY**

The Benton County Planning Commission has completed the open record hearing for the preliminary plat application of Vineyard Highlands- SUB 07-07. The Board of County Commissioners will consider the preliminary plat and recommendation of the Planning Commission at a public meeting on June 1, 2009.

**RECOMMENDATION**

After closing the Open Record Hearing and discussing the issue, the Planning Commission voted to recommend approval of the preliminary plat as presented with conditions. After reviewing the information presented at the public meeting, the Planning staff recommends that the Board adopt the Planning Commission's recommendation, Findings and Conclusions (**See attached**) and approve the proposed preliminary plat.

**FISCAL IMPACT**

none.

**MOTION**

If the Board agrees with the Planning Commission and Planning Department, the Board can adopt the Planning Commission recommendation, Findings and Conclusions as their own and approve the preliminary plat of Vineyard Highlands- SUB 07-07 with conditions. If however, the Board disagrees with the Planning Commission and Planning Department's recommendation then the Board will have to complete your own Findings and either approve the plat with additional conditions or deny the plat. If based on the Planning Commission's record, you wish to complete your own findings; the Planning Department could draft the Boards findings and conclusions for the Board's approval.

RECOMMENDATION OF THE  
BENTON COUNTY PLANNING COMMISSION

File No. SUB 07-07  
Date 5-27-09  
Staff Exhibit No. B  
Pro. Exhibit No. \_\_\_\_\_  
Opp. Exhibit No. \_\_\_\_\_  
Received by djn

RE: Preliminary Plat of approximately  
253 acres into 74 lots in the Southwest  
Quarter of Sections 15 & 16, Township  
7 North, Range 27 East, W.M.

File No. SUB 07-07  
RECOMMENDATION, FINDINGS OF FACT  
AND CONCLUSIONS

**RECOMMENDATION**

SUB 07-07: A proposal by Kennewick Irrigation District to subdivide approximately 253 acres into 70 single-family residential lots with two lots shown as open space, one 2.76 acres and one 105.4 acres; two lots designated as future development; one 10.12 acres and the other is 51.18 acres. with an average lot size of 2.53 acres is hereby recommended to be APPROVED WITH CONDITIONS. This action is based upon the following findings pursuant to RCW 58.17.110.

**LEGAL DESCRIPTION**

The area covered by the proposed preliminary plat is generally described as that portion of the East Half of the Northeast Quarter of Section 16, Township 9 North, Range 27 East, W.M. except that portion lying Northwesterly of State Highway 224; and the North Half of the Southwest Quarter; and the West Half of the Northwest Quarter of Section 16, Township 9 North, Range 27 East, W.M.

**RESOLUTION**

WHEREAS, the Legal notification pursuant to the Benton County Code, Title 9, Chapter 9.08 was given Thursday, February 26, 2009; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: notice to affected jurisdictions, (September 11, 2007); publication of legal notices in the Tri-City Herald (February 26, 2009); adjacent landowners (February 20, 2009); and,

WHEREAS, the public hearing was held on March 10, 2009 at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the following members were present: Eugene Johnson, James Wetzel, Faye Nelson, Rick Giberson, Lloyd Coughlin and Martin Sheeran and,

WHEREAS, the Planning Commission considered all testimony and, after questions to those giving testimony, closed the public hearing; and,

WHEREAS, the public hearing on March 10, 2009 was continued in order for the applicant to confer with the Benton County Public Works regarding the road alignment to May 12, 2009, at 7 p.m. in the Planning Annex, 1002 Dudley Avenue, Prosser WA 99350; and,

WHEREAS, the public hearing was held on May 12, 2009 at 7:00 p.m. in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the following members were present, Martin Sheeran, Eugene Johnson, James Willard, Lloyd Coughlin, and Rick Giberson; and,

WHEREAS, the Planning Commission considered all testimony and, after questions to those giving testimony, closed the public hearing; and,

WHEREAS, the Planning Commission at an open record public hearing held on March 10, 2009 and May 12, 2009, considered the evidence submitted and voted four in favor and one against, with two absent to recommend **approval with conditions** of the proposal; and,

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

### FINDINGS AND CONCLUSIONS

**A. A majority of the Planning Commission members find that adequate provisions have been made for the Public Health and Safety based on the following facts:**

1. The Benton Franklin District Health Dept. has indicated that septic tanks in this area would be feasible.
2. The conditions as outlined in the staff report provide adequate provisions for Public Health and Safety.

**B. A majority of the Planning Commission members find that adequate provisions have been made for open spaces based on the following facts:**

1. That the proposed Preliminary Plat of Vineyard Highlands is not required to contain land to be designated for open space or park. If land is labeled as "Open Space Reservation" specific limitations and provisions for long term ownership and maintenance of the site must be made or the wording removed.
2. That the Benton County Code does not require open space dedications for this type of preliminary plat.

**C. A majority of the Planning Commission members find that adequate provisions have been made for drainage ways based on the following facts:**

1. Pursuant to the Planning Staff memo dated March 4, 2009, the Benton County Dept. of Public Works will review the proposed plat to ensure that it meets the requirements of the Benton County Hydrology Manual.
2. A Determination of Non Significance was issued on January 30, 2009.
3. All natural drains are to be kept open and protected by the dedication of a drainage easement or a pipe drainage plan approved by the Benton County Public Works Dept.

**D. A majority of the Planning Commission members find that adequate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:**

1. This proposal must meet fire code requirements and the requirements of the Public Works Department.

2. All roads must be constructed or bonded prior to the final plat hearing.
3. The proposed preliminary plat must meet the requirements of the Benton County Dept. of Public Works.
4. The Benton County Department of Public Works must approve proposed street names within the proposed plat
5. All lots within the proposed development will front onto a dedicated street.

**E. A majority of the Planning Commission members find that adequate provisions have been made for transit stops based the following facts:**

1. The proposed plat does not have a location for a public transit stop and no evidence was presented that a transit stop is required.
2. The proposed plat and surrounding area is not served by public transit.

**F. A majority of the Planning Commission members find that adequate provisions have been made for potable water supplies based on the following facts:**

1. The applicant testified that either a domestic water right would need to be obtained or potable water will be provided by an existing private water system.
2. Approval must be provided showing that water right permits have been approved by the Department of Ecology.
3. Proof of potable water must be provided before building permits will be issued for lots within the subdivision.
4. The potable water system must be approved by the Washington State Dept. of Health.

**G. A majority of the Planning Commission members find that adequate provisions have been made for sanitary wastes based on the following facts :**

1. The plat generally meets the requirements of the Benton Franklin District Health Department for plats utilizing on-site sewage disposal systems as stated in their letter received by the Planning Dept. on September 14, 2007.
2. Health Department approval for septic systems is required before obtaining building permits.

**H. A majority of the Planning Commission members find that appropriate provisions have been made for parks, recreation, and playgrounds based on the following facts:**

1. The proposed plat does not provide for parks or recreation opportunities.
2. That no evidence was presented that park, recreation or playground areas are needed or required.

**I. A majority of the Planning Commission members find that appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:**

1. This proposed plat is within the Benton City School District and all students will be bused to school.

**J. A majority of the Planning Commission members conclude that the requirements of the State Environmental Policy Act have been met based on the following:**

1. An Environmental Checklist was submitted and the Planning Department issued a Mitigated Determination of Non Significance on January 30, 2009.

**K. A majority of the Planning Commission members find that the proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:**

1. The gross acreage was used in determining the number of lots and the density for this area at the time of submittal was one dwelling unit per 2.5 acres. The applicant meets the density requirements as he is clustering his development and leaving one large lot.
2. The Benton County Comprehensive Plan, at the time of complete application, designated this site as Rural Lands 2.5 providing a density of one dwelling unit per 2.5 acres. The proposed preliminary plat has a minimum lot area of 1 acre and a density of one dwelling unit per 2.5 acres. This development is consistent with the density contained in the Benton County Comprehensive Plan. The density for this area changed on September 1, 2007 to Rural Lands 5. However this plat is being reviewed under the comprehensive plan designation of Rural Lands 2.5, as that was the designation when the preliminary plat was deemed a complete application.

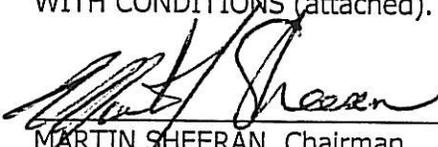
**L. A majority of the Planning Commission members find that the proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:**

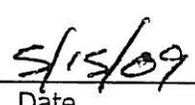
1. The Planning Commission incorporates by reference and adopts the Planning Department's Findings of Fact as set forth in its March 4, 2009 and May 1, 2009 staff reports, except to the extent any such findings are inconsistent with any of the Planning Commission findings stated above.
2. This proposal is allowed within the Agricultural Zoning District.

**M. The Commission has considered the physical characteristics of the proposed subdivision site and finds that the proposed plat is not situated in a flood control zone.**

**A majority of the Planning Commission members conclude, based on the foregoing findings, that the public interest will be served by the subdivision and dedication.**

THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, adopts these findings and conclusions with respect to File No. SUB 07-07, the preliminary plat of Sunset Estates, proposed by Kennewick Irrigation District and such plat is hereby recommended to the Board of County Commissioners for APPROVAL WITH CONDITIONS (attached).

  
MARTIN SHEERAN, Chairman

  
Date

BENTON COUNTY PLANNING COMMISSION

## CONDITIONS OF APPROVAL - SUB 07-07

1. That all lots in the final plat meet the design standards for final plat approval as specified in Benton County Code 9.08 as amended, and meet all of the zoning requirements as specified in BCC Title No. 11, as amended.
2. That the final plat be reviewed and approved in writing by the Benton Franklin Health District prior to sending the final plat to the Planning Commission for signature. If any specific statements or set aside areas are requested by the Benton Franklin Health District these must be shown on the final plat as per their requirements. Each lot must contain at least an acre and have a minimum usable land area of 20,000 square feet after easements and encumbrances placed on the plat are subtracted.
3. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable T.V. be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
4. That all requirements necessary for storm drainage are provided, including any easements necessary for compliance with the Benton County Hydrology Manual. All natural drains are to be kept open and protected by the dedication of a drainage easement or the Benton County Department of Public Works must approve a pipe drainage plan.
5. That all requirements necessary for public road system are provided, including all road plans have been approved by the Benton County Department of Public Works. That the Benton County Engineer approves all proposed road names before being placed on the engineered road plans.
6. Provisions shall be made to assure safe walking and/or waiting areas for students who will walk to and from school and for bus turn out areas. Written approval by the Kennewick School District must be provided to the planning department prior to setting the meeting date for the final plat.
7. Contour lines shall be shown on the final plat or on a separate sheet at a maximum of 5' intervals.
8. That the following statements must appear on the final plat:
  - Address numbers [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.
  - It is expressly declared and understood that Benton County has no duty, obligation or responsibility for the construction, upkeep, maintenance or repair of storm drainage facilities or drainage easements located outside of the County road right of way.
  - All drainage easements, canals, or other waterways that are crossed by an approved access easement or driveway shall be traversed by a bridge or culvert that is designed by a licensed Washington State Engineer to meet a ten year storm water

runoff and having a minimum driving surface of twenty feet. Please contact the Benton County Planning and Building Department for further information.

- The minimum permitted setback distance for all structures, from all lot lines, is twenty-five (25) feet unless greater distances are required by County regulations (i.e. zoning, building, etc.)
- The residential densities for Lot 74 have been used for the remaining portions of the Vineyard Highlands development. With the exception of existing agricultural uses and a single dwelling, additional development on Lot 74 cannot occur prior to the adoption of revised or new density regulations in conformance with the Growth Management Act and the Benton County Comprehensive Plan Amendment procedure, which would allow additional density on the lot.

9. On the preliminary plat map, Lot 71 is labeled as "Open Space Reservation". Unless specific limitation and provision for long-term ownership and maintenance of the site are made the wording "Open Space Reservation" must be removed off of Lot 71.

10. Prior to setting the date for final approval for each phase, the applicant provides written verification from the Washington State Department of Health that potable water system is available and approved for this plat, and that a water right has been obtained.

11. Written verification from the Benton County Fire Marshal indicating that the required fire flows and adequate fire protection systems have been installed and are functioning as per the requirements of BCC Chapter 3.18 - Minimum Standards for Fire Flow, Water Mains, Fire Hydrants and Roads or that all requirements of BCC 3.18.025(a) have been met. If this is not accomplished a statement will need to be placed on the final plat indicating that "no above ground construction will be allowed in the plat until the fire protection facilities are installed, functional and approved by the Benton County Fire Marshal".

12. That the preliminary plat is modified in all necessary respects so that the final plats will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

File No. SUB 09-01  
 Date 5-27-09  
 Staff Exhibit No. A  
 Pro. Exhibit No. \_\_\_\_\_  
 Opp. Exhibit No. \_\_\_\_\_  
 Received by ajm

10:2

<b>AGENDA ITEM</b>	<b>TYPE OF ACTION</b>	
<b>MTG. DATE:</b> June 1, 2009	<b>NEEDED</b>	Consent Agenda
<b>SUBJECT:</b> Preliminary Plat of River Vista Vineyard Estates- SUB 09-01	Execute Contract	Closed Record
Vista Vineyard Estates- SUB 09-01	Pass Resolution X	Hearing X
<b>MEMO DATE:</b> May 26, 2009	Pass Ordinance	Public Meeting
<b>Prepared By:</b> Michael Shuttleworth	Pass Motion X	1st Discussion
	Other	2nd Discussion
		Other

**BACKGROUND INFORMATION**

On May 12, 2009, the Benton County Planning Commission conducted public hearings on the proposed preliminary plat of River Vista Vineyard Estates- SUB 09-01. This subdivision consists of 46.38 acres to be divided into 9 single-family lots. After closing the Open Record Hearings and discussing the proposed plat, the Planning Commission made a recommendation to approve the preliminary plat of River Vista Vineyard Estates as presented with conditions. The Planning Commission's record and recommendation for SUB 09-01 is being submitted for your review and decision. The Board has set a public meeting for June 1, 2009 at 10:20 a.m., Commissioners Hearing Room, Courthouse Third Floor, Prosser to review the record and recommendation of the Planning Commission.

The Board of County Commissioners must make a final decision on the preliminary plat application based on the Planning Commission's Open Record Hearing. The Board may not hold its own Open Record Hearing if the Planning Commission held an Open Record Hearing. In this case, the Planning Commission held an Open Record Hearing on May 12, 2009 and therefore, the Board of County Commissioners cannot consider any testimony other than that testimony that was presented to the Planning Commission at their Open Record Hearings. The only information the Board can consider is the clarification of statements made at the Open Record Hearing with reference to testimony and information submitted to the Planning Commission in their record prepared for this preliminary plat application. Attached for the Board's review is a copy of the tapes and all information presented at the Planning Commission Open Record Hearings. Also attached is the signed Recommendation, Findings and Conclusion of the Planning Commission Open Record Hearings.

**SUMMARY**

The Benton County Planning Commission has completed the open record hearing for the preliminary plat application of River Vista Vineyard Estates- SUB 09-01. The Board of County Commissioners will consider the preliminary plat and recommendation of the Planning Commission at a public meeting on June 1, 2009.

**RECOMMENDATION**

After closing the Open Record Hearing and discussing the issue, the Planning Commission voted to recommend approval of the preliminary plat as presented with conditions. After reviewing the information presented at the public meeting, the Planning staff recommends that the Board adopt the Planning Commission's recommendation, Findings and Conclusions (see attached) and approve the proposed preliminary plat.

**FISCAL IMPACT**

None.

**MOTION**

If the Board agrees with the Planning Commission and Planning Department, the Board can adopt the Planning Commission recommendation, Findings and Conclusions as their own and approve the preliminary plat of River Vista Vineyard Estates- SUB 09-01 with conditions. If however, the Board disagrees with the Planning Commission and Planning Department's recommendation then the Board will have to complete your own Findings and either approve the plat with additional conditions or deny the plat. If based on the Planning Commission's record, you wish to complete your own findings; the Planning Department could draft the Boards findings and conclusions for the Board's approval.

File No. SUB 09-01  
Date 5-27-09  
Staff Exhibit No. B  
Pro. Exhibit No. \_\_\_\_\_  
Opp. Exhibit No. \_\_\_\_\_  
Received by djh

RECOMMENDATION OF THE  
BENTON COUNTY PLANNING COMMISSION

RE: Preliminary Plat of approximately  
46.38 acres into 9 lots and 1 Tract in  
the Northwest Quarter of Section 33,  
Township 9 North, Range 25 East, W.M.

File No. SUB 09-01  
RECOMMENDATION, FINDINGS OF FACT  
AND CONCLUSIONS

**RECOMMENDATION**

SUB 09-01: A proposal by Richard Shaw to subdivide approximately 46.38 acres into 9 single-family residential lots and 1 Tract with an average lot size of 5.15 acres and a minimum lot size of 4.03 acres is hereby recommended to be APPROVED WITH CONDITIONS. This action is based upon the following findings pursuant to RCW 58.17.110.

**LEGAL DESCRIPTION**

The area covered by the proposed preliminary plat is generally described as that property located on the South side of Hess Road between the crossroads of Old Inland Empire Highway and French Road in the Northwest Quarter of Section 33, Township 9 North, Range 25 East W.M.

**RESOLUTION**

WHEREAS, the Legal notification pursuant to the Benton County Code, Title 9, Chapter 9.08 was given Friday, May 1, 2009; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: notice to affected jurisdictions, (March 30, 2007); publication of legal notices in the Tri-City Herald (May 1, 2009); adjacent landowners (March 30, 2009); and,

WHEREAS, the public hearing was held on May 12, 2009 at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the public hearing was held on May 12, 2009 at 7:00 p.m. in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the following members were present, Martin Sheeran, Eugene Johnson, James Willard, Lloyd Coughlin, and Rick Giberson; and,

WHEREAS, the Planning Commission at an open record public hearing held on May 12, 2009, considered the evidence submitted and voted four in favor and one against, with two absent to recommend **approval with conditions** of the proposal; and,

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

## FINDINGS AND CONCLUSIONS

**A. A majority of the Planning Commission members find that adequate provisions have been made for the Public Health and Safety based on the following facts:**

1. The Benton Franklin District Health Dept. has indicated that onsite septic systems in this area would be feasible.
2. The conditions as outlined in the staff report provide adequate provisions for Public Health and Safety.
3. Common lot line access points would reduce the number of access onto Hess Road.

**B. A majority of the Planning Commission members find that adequate provisions have been made for open spaces based on the following facts:**

1. That the proposed Preliminary Plat of River Vista Vineyard Estates is not required to contain land to be designated for open space or park.
2. That the Benton County Code does not require open space dedications for this type of preliminary plat.

**C. A majority of the Planning Commission members find that adequate provisions have been made for drainage ways based on the following facts:**

1. Pursuant to the Planning Staff memo dated May 5, 2009, the Benton County Dept. of Public Works will review the proposed plat to ensure that it meets the requirements of the Benton County Hydrology Manual.
2. A Determination of Non Significance was issued on April 28, 2009.
3. All natural drains are to be kept open and protected by the dedication of a drainage easement or a pipe drainage plan approved by the Benton County Public Works Dept.
4. No drainage will be allowed into Chandler Canal.

**D. A majority of the Planning Commission members find that adequate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:**

1. The proposed preliminary plat must meet the requirements of the Benton County Dept. of Public Works.
2. All lots within the proposed development will front onto an existing dedicated street.

**E. A majority of the Planning Commission members find that adequate provisions have been made for transit stops based the following facts:**

1. The proposed plat does not have a location for a public transit stop and no evidence was presented that a transit stop is required.
2. The proposed plat and surrounding area is not served by public transit.

**F. A majority of the Planning Commission members find that adequate provisions have been made for potable water supplies based on the following facts:**

1. Approval must be provided showing that water right permits have been approved by the Department of Ecology.
2. Proof of potable water must be provided before building permits will be issued for lots within the subdivision.

**G. A majority of the Planning Commission members find that adequate provisions have been made for sanitary wastes based on the following facts :**

1. The plat generally meets the requirements of the Benton Franklin District Health Department for plats utilizing on-site sewage disposal systems as stated in their letter received by the Planning Dept. on April 15, 2009.

2. Health Department approval for septic systems is required before obtaining building permits.

**H. A majority of the Planning Commission members find that appropriate provisions have been made for parks, recreation, and playgrounds based on the following facts:**

1. The proposed plat does not provide for parks or recreation opportunities.
2. That no evidence was presented that park, recreation or playground areas are needed or required.

**I. A majority of the Planning Commission members find that appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:**

1. This proposed plat is within the Prosser School District and all students will be bused to school.

**J. A majority of the Planning Commission members conclude that the requirements of the State Environmental Policy Act have been met based on the following:**

1. An Environmental Checklist was submitted and the Planning Department issued a Mitigated Determination of Non Significance on April 28, 2009.

**K. A majority of the Planning Commission members find that the proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:**

1. The gross acreage was used in determining the number of lots and the density for this area at the time of submittal was one dwelling unit per 5 acres. As long as Tract A is combined with Lot 7 the density requirement will be met.

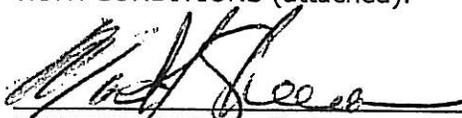
**L. A majority of the Planning Commission members find that the proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:**

1. The Planning Commission incorporates by reference and adopts the Planning Department's Findings of Fact as set forth in its May 5, 2009 staff report, except to the extent any such findings are inconsistent with any of the Planning Commission findings stated above.
2. This proposal is allowed within the Unclassified Zoning District.

**M. The Commission has considered the physical characteristics of the proposed subdivision site and finds that the proposed plat is not situated in a flood control zone.**

**A majority of the Planning Commission members conclude, based on the foregoing findings that the public interest will be served by the subdivision and dedication.**

THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, adopts these findings and conclusions with respect to File No. SUB 09-01, the preliminary plat of River Vista Vineyard Estates, proposed by Richard Shaw and such plat is hereby recommended to the Board of County Commissioners for APPROVAL WITH CONDITIONS (attached).

 5/15/09  
MARTIN SHEERAN, Chairman Date  
BENTON COUNTY PLANNING COMMISSION

CONDITIONS OF APPROVAL - SUB 09-01

1. That the 1.90-acre tract of land listed as Tract A be added to the adjacent lots and remove from the final plat.
2. That all lots in the final plat meet the design standards for final plat approval as specified in Benton County Code 9.08 as amended, and meet all of the zoning requirements as specified in BCC Title No. 11, as amended.
3. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable T.V. be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
4. Address numbers [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.
5. The elevations on the front and rear lot line shall be provided on a supplemental sheet submitted with the final plat with lots succeeding a 10% slope.
6. That all requirements necessary for storm drainage are provided, including any easements necessary for compliance with the Benton County Hydrology Manual. All natural drains are to be kept open and protected by the dedication of a drainage easement or the Benton County Department of Public Works must approve a drainage plan. The applicant complies with the comments provided in the Department of Public Work's letter dated April 9, 2009. Exhibit 10
7. All requirements of the Benton County Fire Marshal must be met prior to the final plat being reviewed for final approval. See exhibit 7.
8. That the following notes be placed on the final plat:

"Prior to the granting of a Building or Factory Assembled Structure (FAS) Permit for each lot by the County, the applicant for a building or FAS permit must comply with RCW 90.44.050 regarding public ground water. The applicant for a Building or FAS Permit must demonstrate that potable water is legally available by presenting: (a) evidence of a valid water right permit from the Washington State Department of Ecology for the proposed wells for each lot; (b) a water well report filed and received by Washington State Department of Ecology for an exempted well that complies with the 5,000 gallon per day exemption described in RCW 90.44.050; or (c) a written approval of the Washington State Department of Health that a Group A or Group B public water supply system has been installed and is available for providing potable water to the lot."

"To protect the health, safety and welfare of persons occupying the proposed lots from potential impacts of existing adjacent high intensity agricultural operations, no residential structures or swimming pools requiring a permit shall not be located any closer to the front property lines than fifty (50) feet. This property lies in the vicinity of parcels used for commercial agricultural purposes. At various times of the day or night, a variety of

commercial farming activities including, spraying, operating of heavy farm equipment and dairy operations have traditionally occurred in the area. Noise, odors, insects, attendant with such activities may not be compatible with residential development. Please contact the Benton County Planning Department for further information."

9. That the final plat be reviewed and approved in writing by the Benton Franklin Health District prior to sending the final plat to the Board of County Commissioners for signature. The conditions as outlined in the April 15, 2009 Benton Franklin Health District letter must be complied with including any statement required to be placed on the face of the final plat.
10. That the preliminary plat is modified in all necessary respects so that the final plats will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.
11. That the lots establish access points at common lot lines to reduce the number of access onto Hess Road.

10:30

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: June 1, 2009 Subject: Housing Case Manager Prepared by: <u>Melina Wenner</u>	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion X 2nd Discussion Other

**BACKGROUND INFORMATION**

Per Resolution 09-254, the County Administrator has evaluated the new position of Housing Case Manager. Based on the criteria set forth in Resolution 09-254, the County Administrator deems it appropriate to bring forward to the Board of Benton County Commissioners the request for approval of a new position entitled Housing Case Manager in the Benton and Franklin Counties Department of Human Services.

**SUMMARY**

See above.

**RECOMMENDATION**

Pass resolution.

**JOINT RESOLUTION**

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

**FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_**

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

**IN THE MATTER OF ESTABLISHING THE POSITION AND SALARY GRADE FOR A HOUSING CASE MANAGER IN THE BENTON AND FRANKLIN COUNTIES HUMAN SERVICES DEPARTMENT**

**WHEREAS**, the Board of Benton County Commissioners approved Resolution 09-254 establishing procedures and guidelines for requesting, evaluating and approving county and bi-county non-bargaining positions and limiting reclassifications; and

**WHEREAS**, said Resolution includes guidelines for county administrators' evaluation and approval of new positions supported in their entirety through federal/state grants; and

**WHEREAS**, the Benton Franklin Human Services Director desires to create a new position entitled "Housing Case Manager" within the Benton Franklin Human Services Department to carry out administration and contract oversight and compliance responsibilities for the state housing income transmittal and homeless housing; and

**WHEREAS**, the Housing Case Manager position is supported in its entirety through a federal grant and the position is critical to fulfilling the grant requirements; and

**WHEREAS**, the Benton and Franklin County Administrators deem it appropriate to bring forward to the Benton and Franklin County Boards of Commissioners the request for a new bi-county non-bargaining position based on the circumstances presented and in accordance with the guidelines set in Resolution 09-254; and

**WHEREAS**, the County Commissioners of Benton and Franklin Counties are the duly constituted legislative authority having budgetary responsibilities for the Benton and Franklin Counties Human Services Department;

**NOW, THEREFORE, BE IT RESOLVED** the County Commissioners of Benton County and Franklin County do hereby approve the Housing Case Manager position within the Benton and Franklin Counties Human Services Department.

**BE IT FURTHER RESOLVED**, the Board of Benton County Commissioners hereby establishes a temporary Grade 7 on the bi-county non-bargaining salary schedule for the Housing Case Manager position.

Benton County Resolution No. \_\_\_\_\_

Franklin County Resolution No. \_\_\_\_\_

Housing Case Manager Position

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification.

BE IT FUTHER RESOLVED, this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

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

BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

\_\_\_\_\_  
Max E. Benitz, Jr., Chairman

\_\_\_\_\_  
Leo M. Bowman, Chair Pro Tem

ATTEST:

\_\_\_\_\_  
James R. Beaver, Member

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

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

BOARD OF COUNTY COMMISSIONERS  
FRANKLKN COUNTY, WASHINGTON

\_\_\_\_\_  
Rick Miller, Chairman

\_\_\_\_\_  
Robert E. Koch, Chair Pro Tem

Attest:

\_\_\_\_\_  
Brad Peck, Member

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

**JOINT RESOLUTION**

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

**FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_**

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

**IN THE MATTER OF ESTABLISHING THE POSITION AND SALARY GRADE FOR A HOUSING CASE MANAGER IN THE BENTON AND FRANKLIN COUNTIES HUMAN SERVICES DEPARTMENT**

**WHEREAS**, the Board of Benton County Commissioners approved Resolution 09-254 establishing procedures and guidelines for requesting, evaluating and approving county and bi-county non-bargaining positions and limiting reclassifications; and

**WHEREAS**, said Resolution includes guidelines for county administrators' evaluation and approval of new positions supported in their entirety through federal/state grants; and

**WHEREAS**, the Benton Franklin Human Services Director desires to create a new position entitled "Housing Case Manager" within the Benton Franklin Human Services Department to carry out administration and contract oversight and compliance responsibilities for the state housing income transmittal and homeless housing; and

**WHEREAS**, the Housing Case Manager position is supported in its entirety through a federal grant and the position is critical to fulfilling the grant requirements; and

**WHEREAS**, the Benton and Franklin County Administrators deem it appropriate to bring forward to the Benton and Franklin County Boards of Commissioners the request for a new bi-county non-bargaining position based on the circumstances presented and in accordance with the guidelines set in Resolution 09-254; and

**WHEREAS**, the County Commissioners of Benton and Franklin Counties are the duly constituted legislative authority having budgetary responsibilities for the Benton and Franklin Counties Human Services Department;

**NOW, THEREFORE, BE IT RESOLVED** the County Commissioners of Benton County and Franklin County do hereby approve the Housing Case Manager position within the Benton and Franklin Counties Human Services Department.

**BE IT FURTHER RESOLVED**, the Board of Benton County Commissioners hereby establishes a temporary Grade 7 on the bi-county non-bargaining salary schedule for the Housing Case Manager position.

Benton County Resolution No. \_\_\_\_\_

Franklin County Resolution No. \_\_\_\_\_

Housing Case Manager Position

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification.

BE IT FUTHER RESOLVED, this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

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

BOARD OF COUNTY COMMISSIONERS  
BENTON COUNTY, WASHINGTON

\_\_\_\_\_  
Max E. Benitz, Jr., Chairman

\_\_\_\_\_  
Leo M. Bowman, Chair Pro Tem

ATTEST:

\_\_\_\_\_  
James R. Beaver, Member

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

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

BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON

\_\_\_\_\_  
Rick Miller, Chairman

\_\_\_\_\_  
Robert E. Koch, Chair Pro Tem

Attest:

\_\_\_\_\_  
Brad Peck, Member

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

10:40

AGENDA ITEM: Discussion		TYPE OF ACTION NEEDED	CONSENT AGENDA PUBLIC HEARING 1ST DISCUSSION xx 2ND DISCUSSION OTHER
MEETING DATE: B/C 6-1-09			
SUBJECT: Discussion regarding upcoming amendments to the professional service agreement for defense panel attorneys		Executive Contract —	
Prepared By: Jennifer Bowe		Pass Resolution —	
Reviewed By: Sharon Paradis		Pass Ordinance —	
		Pass Motion	
		Other <u>xx</u>	

**BACKGROUND INFORMATION**

An appellate court decision early this year requires legal representation at all first appearances for juveniles with truancy petitions.

We have worked with the defense panel attorneys to create a process whereas attorneys are available at the truancy board level as well as in court however their current contracts do not include this additional service. Therefore, amendments to the current defense panel contracts are required to include the additional scope of work.

**SUMMARY**

The intent of this discussion is to inform the Board of the new requirements and pending amendments to the defense panel contracts.

FILE NO.                      -                       
 Date 5/27/09  
 Staff Exhibit No. 4  
 Pro. Exhibit No.                       
 Opp. Exhibit No.                       
 Received by djh

11:00

<b>AGENDA ITEM</b> <b>MTG. DATE:</b> June 1, 2009 <b>SUBJECT:</b> Ordinance amending BCC 11.18.050 & 11.18.070 <b>Prepared By:</b> Michael Shuttleworth	<b>TYPE OF ACTION</b>		Consent Agenda
	<b>NEEDED</b>		Public Hearing
	Execute Contract		1st Discussion
	Pass Resolution	X	2nd Discussion
	Pass Ordinance	X	Public Meeting
	Pass Motion	X	X

**BACKGROUND INFORMATION**

In April of 2007, BCC Chapter 11:18 was amended requiring that wineries be constructed on properties where 80 percent of the acreage is planted with a producing vineyard. The amendment was placed in the code in order to address properties located within the Red Mountain AVA. Several people have unable to construct wineries on their parcels because of this requirement even though they operate vineyards on adjacent parcels. The Benton County Board of Commissioners has asked that the GMA Agricultural Code Section be reviewed and amended to allow wineries without the on-site vineyard restriction. The 2007 amendment also prohibits conditional uses within the GMA Agricultural District from being allowed within the Red Mountain AVA, the proposed amendment before the Board of County Commissioners will allow conditional uses within the AVA.

On May 12, 2009 the Benton County Planning Commission conducted a public hearing for the proposed ordinance and after reviewing the information presented, recommended approval of the proposed ordinance amending BCC Sections 11.18.050 & 11.18.070. The Board of County Commissioners will consider the proposed ordinance at a public meeting on Monday June 1, 2009, at 11:00 a.m.

**SUMMARY**

The proposed ordinance will amend BCC 11.18.050 to allow wineries and breweries as agricultural related industries in the GMA Agricultural District. The amendment would also amend BCC 11.18.070 to allow conditional uses in the GMA Agricultural District within the Red Mountain AVA. The Benton County Planning Commission conducted a public hearing for the proposed ordinance and recommended approval of the proposed ordinance.

**RECOMMENDATION**

The Board of County Commissioners after review of the Planning Commission record can adopt the ordinance as recommended by the Planning Commission, adopt with changes or reject the proposed ordinance amendment to BCC Sections 11.18.050 & 11.18.070.

**FISCAL IMPACT**

None

**MOTION**

At the conclusion of the public meeting, the Board will need to make a motion adopting the Planning Commission's Findings as your own, approve the resolution and adopt the ordinance amendment to BCC Sections 11.18.050 & 11.18.070. If the Board wishes to make changes to the Planning Commission recommendation you will need to schedule your own public hearing, take your own testimony, consider all the information and make your own findings before making a decision on the amendments.

File No. Ord Amend 11.18.050  
Date 5-27-09, 070  
Staff Exhibit No. B  
Pro. Exhibit No. \_\_\_\_\_  
Opp. Exhibit No. \_\_\_\_\_  
Received by djh

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE relating to the Growth Management Act Agricultural District (GMAAD); amending Ordinance 373, Section 3, Ordinance 445, Section 5 and BCC 11.18.050; and amending Ordinance 445, Section 7 and BCC 11.18.070.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 373, Section 3, Ordinance 445, Section 5 and BCC 11.18.050 are hereby amended to read as follows:

ALLOWABLE USES. Except as set forth in BCC 11.18.060 and BCC 11.18.070, only the following uses are determined consistent with the purpose of the chapter and are allowable uses in the GMA Agricultural District.

The following are allowable uses:

- (1) Agriculture, floriculture, horticulture, nursery and general farming; except commercial dairying, poultry raising, commercial hog ranches, animal feedlots and stockyards.
- (2) Accessory buildings, uses and structures appurtenant to the conduct of the agricultural use and customarily provided in conjunction with an agricultural operation.
- (3) On any tract of land having an area of five (5) acres or less, the following uses are allowable as accessories to a family dwelling: the keeping of one head of grazing stock per one-half acre of ground, exclusive of suckling animals; provided, that all barns, barnyards, or corrals shall be located not less than seventy-five (75) feet from any public road, street, or highway and not less than thirty (30) feet from any property held under different ownership.
- (4) Agriculture buildings: as defined under Chapter 11.04 BCC.
- (5) Agricultural related industries as defined under Chapter 11.04 BCC, including but not limited to wineries/breweries.
- (6) Agricultural stands as defined under Chapter 11.04 BCC.
- (7) Bakeries, on parcels with eighty (80) percent of its acreage planted with a producing commercial grain crop or on a parcel in common ownership with an adjacent parcel that has eighty (80) percent of its acreage planted with a producing commercial grain crop.
- (8) Hazardous waste treatment and storage facilities (on site) as an accessory use to an allowable or conditionally permitted use; provided, that such facilities must comply with the state siting criteria adopted in accordance with RCW 70.105.210.

- (9) Single family dwelling or factory assembled structure.
- ~~((10))~~ Wineries and breweries and up to three ~~(3)~~ guest rooms for overnight lodging at a winery/brewery; provided, the winery/brewery must be on a parcel with eighty ~~(80)~~ percent of the acreage planted with a producing commercial vineyard; commercial hop operation or a grain crop and no more than fifteen ~~(15)~~ percent of the total floor area of the collective winery/brewery buildings, excluding any barrel storage rooms, may be used for kitchen and food service hospitality.)
- ~~((11))~~ (10) Agricultural signs commonly associated with or accessory to agricultural activities.
- ~~((12))~~ (11) Commercial specialty/exotic domesticated animal raising, including but not limited to miniature horses, cattle, goats, llamas, alpacas, ostrich, and emu.
- ~~((13))~~ (12) Aquaculture.
- ~~((14))~~ (13) Adult Family Homes.
- ~~((15))~~ (14) Community club houses, grange halls and other agricultural nonprofit organization halls.
- ~~((16))~~ (15) Commercial establishments that primarily provide custom agricultural land grading, plowing, planting, cultivating, harvesting and soil preparation services.
- ~~((17))~~ (16) Airstrips (personal).
- ~~((18))~~ (17) Public or quasi-public buildings and yards and utility buildings, such as: pumping stations, fire stations, substations and telephone exchange and distribution facilities.
- ~~((19))~~ (18) Hunting Preserves; provided, the hunting activities are an accessory use to the agricultural use of the parcel or parcels.
- ~~((20))~~ (19) Guest ranch; provided, the guest activities are an accessory use to the agricultural use of the parcel or parcels.
- ~~((21))~~ (20) Schools and churches.
- ~~((22))~~ (21) Kennels, both commercial and private.
- ~~((23))~~ (22) Communication facilities described in BCC 11.65.030(b), BCC 11.65.030(c), BCC 11.65.030(d), or BCC 11.65.030(e).
- ~~((24))~~ (23) Any accessory equipment structure ancillary to a legal communication facility.
- ~~((25))~~ (24) Accessory buildings commonly appurtenant to site built homes, manufactured homes, or factory assembled structures.

- ~~((26))~~ (25) No more than one (1) wind turbine and related support structures and other improvements per parcel for private use; provided, the wind turbine height must be less than sixty (60) feet and the wind turbine must be set back from all property lines a distance equal to one (1) foot for every foot in height of the wind turbine.
- ~~((27))~~ (26) One (1) wind turbine with a wind turbine height of sixty (60) feet or more or a wind turbine farm and related support structures and other improvements under the following conditions:
- (i) the lowest point on all rotor blades must be at least thirty (30) feet above ground level;
  - (ii) no wind turbine(s) height exceeds three hundred and fifty (350) feet;
  - (iii) all wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand (1,000) feet;
  - (iv) all wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;
  - (v) all wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way a distance equal to the wind turbine height;
  - (vi) all wind turbine tower bases must be set back a distance equal to the wind turbine height from all borders of the GMA Agricultural District, except for GMA Agricultural District borders adjacent to the Hanford Reservation owned by the Department of Energy or adjacent to another zoning district adopted by another county that contains a general minimum parcel size of at least twenty (20) acres per parcel;
  - (vii) for wind turbine(s) proposed to be located within four (4) miles of the nearest point of the nearest runway of the nearest airport available for public use, the applicant for a building permit must comply with all the requirements imposed by the Federal Aviation Administration (FAA) and provide a written statement from the FAA that sets forth the FAA's comments and requirements, if any, for the proposal;

- (viii) all wind turbine(s) must comply with the Federal Aviation Regulations Part 77, *Objects Affecting Navigable Airspace*, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal;
  - (ix) All wind turbine tower bases shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the *Sectional Aeronautical Charts* produced by the National Aeronautical Charting Office (NACO);
  - (x) If the use of any wind turbine or wind turbine farm is discontinued for a period of one (1) year or more, the owner of such facility shall remove the facility within ninety (90) days of written notification by the Planning Department. If such facility is not removed within said ninety (90) days, the County may refer the issue to the code enforcement officer for appropriate action pursuant to Chapter 11.54 BCC; and
  - (xi) The wind turbine(s) and all associated service roads may not displace more than five (5) percent of the area of that parcel(s) on which they are located.
- ~~((28))~~ (27) Meteorological towers used to gather data to assess wind energy potential; provided, that the towers
- (i) shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the *Sectional Aeronautical Charts* produced by the National Aeronautical Charting Office (NACO); and
  - (ii) must comply with the Federal Aviation Regulations Part 77, *Objects Affecting Navigable Airspace*, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal.
- ~~((29))~~ (28) Solar power generators.

SECTION 2. Ordinance 445, Section 7 and BCC 11.18.070 are hereby amended to read as follows:

USES REQUIRING PERMITS--CONDITIONAL USE PERMIT REQUIRED. Upon issuance of a conditional use permit by the Board of Adjustment, the following uses shall be permitted within the GMA Agricultural

District (~~located outside of the boundary of the federally designated Red Mountain American Viticultural Area (AVA)~~); provided that they are located in a manner that minimizes adverse impacts to agricultural productivity on adjacent lands:

- (1) Slaughterhouses, commercial meat-packing plants, animal feedlots; provided, that they are not located in the floodway and floodplain as shown on the FEMA maps, or within two hundred (200) feet of a naturally occurring body of water, or a well used for domestic or municipal purposes and shall be designed to prevent infiltration or other movement of livestock wastes into the aquifer, or directly into surface waters.
- (2) Commercial dairy, hog, poultry, and rabbit operations, propagation of fur bearing species for commercial purposes, or livestock auction yard; provided, that at least the following setbacks are met as well as all other conditions imposed in connection with the issuance of the conditional use permit: one hundred (100) foot setbacks from any lot line to any animal enclosure, except for fenced pasture; and a five hundred (500) foot setback from any existing residential structure on adjacent property not under applicant's ownership.
- (3) Commercial establishments for the transportation of agricultural products other than those produced on the premises, or agricultural supplies or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment.
- (4) The following agriculturally based recreational and sales facilities: covered arenas, rodeo events, livestock sales rings, and working animal events. The following accessory uses may be permitted during one or more of the above events: veterinary service, food concessions, R.V. parking area, and event related novelty/accessory sales.
- (5) Airstrips (commercial crop dusting).
- (6) Facilities for treatment of industrial solid wastes with associated spray fields related to the on-site processing of agricultural products.
- (7) Solid waste disposal site; except on lands designated as having less than 160 acre minimum parcel size.
- (8) Off-site hazardous waste treatment and storage facilities may be allowed by special permit issued by the Benton County Board of Adjustment after notice and public hearing as provided in BCC 11.52.090; provided, that such facilities must comply with the state siting criteria adopted in accordance with RCW 70.105.210.
- (9) Asphalt manufacture in conjunction with rock, sand and gravel mining.
- (10) Facilities for power generation, other than nuclear fueled, wind fueled or solar fueled.

- (11) Day care homes/centers.
- (12) Farm labor housing, to the extent that the farm laborers are needed for the agricultural operation on premise.
- (13) Manufactured (mobile) home and factory assembled structure parks occupied by farm laborers and their families and pursuant to Chapter 3.22 BCC (Manufactured Home Park Ordinance).
- (14) Recreational vehicle parks occupied by farm laborers and their families)).
- (15) Off-premise directional signs.
- (16) The production of bio-diesel and alcohol fuels from agricultural products.
- (17) The commercial maintenance, repair, servicing, and storage of agricultural machinery, implements, and equipment for use off the premises.
- (18) Commercial establishments for the storage, sale and off-site application of agricultural chemicals, including but not limited to herbicides, fertilizers, insecticides, and pesticides.
- (19) Underground natural gas storage facilities.
- (20) One (1) wind turbine or a wind turbine farm with turbine heights of more than three hundred and fifty (350) feet and related support structures and other improvements meeting the conditions set forth in BCC 11.18.050(27)(i) and BCC 11.18.050(27)(iii) through BCC 11.18.050(27)(x) and all other conditions that may be imposed by the Board of Adjustment.
- (21) Non-agricultural accessory uses that promote or sustain the continuation of the agricultural uses of a parcel if the accessory uses meet the following criteria as well as any other conditions required by the Board of Adjustment:
  - (a) The non-agricultural accessory use shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;
  - (b) The non-agricultural accessory use must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;
  - (c) The parcel on which the non-agricultural accessory use is located meets one of the following:
    - (i) the parcel is no less than twenty (20) acres in size with eighty (80) percent of the acreage primarily committed to agricultural use and has produced gross income equivalent

to two hundred (200) dollars or more per acre each year for three (3) of the five (5) calendar years preceding the date of application;

- (ii) the parcel is currently enrolled in the County's Agricultural Open Space program pursuant to Chapter 84.34 RCW; or
  - (iii) the parcel is not less than one hundred (100) contiguous acres that has been in agricultural use for three (3) of the last five (5) years.
- (d) The non-agricultural accessory use, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the nearest existing buildings or residential structures and shall not otherwise convert more than one (1) acre of agricultural land to non-agricultural uses;
  - (e) The non-agricultural accessory uses, including any storage space associated therewith, shall not collectively occupy more than fifteen thousand (15,000) square feet of building space;
  - (f) No more than three (3) vehicles marked to identify the non-agricultural accessory use(s) may be on the parcel at any time. No other on-site outside storage of vehicles, equipment and/or supplies is allowed in connection with the non-agricultural accessory use;
  - (g) No person may possess more than one valid permit at a time under this section and all non-agricultural accessory use permits issued under this section for any given parcel must be authorized in one permit;
  - (h) No more than two (2) signs of a size determined by the Board of Adjustment shall be permitted in connection with the non-agricultural accessory use. Illumination of a sign shall be only by hooded directional lighting so that only the sign surface is illuminated. The posting of such sign is limited to the parcel on which the non-agricultural accessory use is located. On-street (inside the road right-of-way) sign posting is prohibited, and no sign outside of a road right-of-way may interfere with the line of sight for road intersection;
  - (i) The parcel and non-agricultural accessory use owner shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulations pertinent to the non-agricultural accessory use being pursued. The requirements of or the permission granted by the Board of Adjustment shall not be construed as an exemption from such regulations;

- (j) Adequate off road parking, as determined by the Board of Adjustment, must be provided;
- (k) Any waste created as a result of the non-agricultural accessory use must be disposed of off-site in compliance with all local, state, and/or federal regulations; and,
- (l) The days and hours of operation shall be determined by the Board of Adjustment with the granting of a Conditional Use Permit.

SECTION 3. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

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

Approved as to Form:

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

Constituting the Board of  
County Commissioners of  
Benton County, Washington

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

File No. Ord Amend 11.18.050  
Date 5-27-09 :070  
Staff Exhibit No. C  
Pro. Exhibit No. \_\_\_\_\_  
Opp. Exhibit No. \_\_\_\_\_  
Received by djh

BENTON COUNTY PLANNING COMMISSION  
Reasons for Action, Findings of Fact and Analysis  
of Factors Considered Controlling

I. INTRODUCTION

In the Matter of: County Planning, an ordinance amendment relating to the Growth Management Act Agricultural District (GMAAD); amending Ordinance 373, Section 3, Ordinance 445, Section 5 and BCC 11.1.8.050; and amending Ordinance 445, Section 7 and BCC 11.18.070. The ordinance amendment deletes the existing allowable use of wineries/breweries wording and adds wineries/breweries in the allowable use section as agricultural related industries, it also deletes the wording that prohibited conditional uses for those properties located inside of the boundary of the federally designated Red Mountain American Viticultural Area (AVA).

The members of the Planning Commission and their attendance for the afore-mentioned hearing are as follows: Martin Sheeran, Eugene Johnson, Lloyd Couglin, Rick Giberson, James Willard.

All persons desiring to speak for or against, or in relation to the amendment were given full and complete opportunity to be heard. The Planning Commission is now satisfied that this matter has been sufficiently considered. Therefore, the Benton County Planning Commission hereby makes and enters the following:

II. FINDINGS OF FACT

- A. Legal notification was given on April 30, 2009. The public hearing was conducted on May 12, 2009.
- B. The proposed amendment is found to be in conformance with the intent of the Benton County Comprehensive Plan. YES
- C. Written and oral testimony have indicated the following concerning the proposed amendment: APPROVAL
- D. A majority of the Planning Commission felt that the record and testimony **does** establish the need for the proposed amendment.
- E. S.E.P.A. - The Planning Commission has determined that the requirements of the State Environmental Policy Act have been satisfied. A Determination of Non Significance was issued on April 21, 2009.
- G. The record indicates the approval of the proposed ordinance(s) and amendment(s) would be in the public interest. YES

III. STAFF REPORT

A majority of the Planning Commission members find that all the facts set forth in the Planning staff memo dated May 4, 2009, are accurate. YES

IV. ANALYSIS OF FACTORS CONSIDERED CONTROLLING

The Benton County Planning Commission considers all Findings of Fact heretofore entered to be controlling.

V. MOTION

It was moved by James Willard, seconded by Eugene Johnson that the chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the commission's recommendation for **approval** of the proposed ordinance amendment to Benton County Code Title 11 amending Ordinance 373, Section 3, Ordinance 445, Section 5 and BCC 11.1.8.050; and amending Ordinance 445, Section 7 and BCC 11.18.070 that articulate and are consistent with the findings, conclusions and recommendation made by the Planning Commission tonight.

  
MARTIN SHEERAN, Chairman      5/15/09  
Date  
BENTON COUNTY PLANNING COMMISSION



STATE OF WASHINGTON

DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT  
128 - 10<sup>th</sup> Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

May 26, 2009

File No. Ord Amd 11.18.050 & 070  
Date 5-27-09  
Staff Exhibit No. D  
Pro. Exhibit No. \_\_\_\_\_  
Opp. Exhibit No. \_\_\_\_\_  
Received by den

Mr. Michael Shuttleworth  
Planning Director  
Benton County  
1002 Dudley Avenue Planning Annex  
Prosser, Washington 99350

RE: Expedited Review for proposed amendment to the Benton County code relating to wineries and breweries in Growth Management Act (GMA) Agriculture designated lands

Dear Mr. Shuttleworth:

Thank you for sending Growth Management Services the proposed amendment to the Benton County code that we received on April 21, 2009 and processed with Material ID No. 14301.

We bring to your attention the following planning statutes of 36.70A RCW, along with goals and policy of the Benton County Comprehensive Plan, relating to amending your county code to allow wineries and breweries in your GMA Agriculture designated land:

- We recommend that amendments to your county code be consistent with your comprehensive plan, Natural Resource Lands section - Goals 15, 16, 17, 18 and Policies A thru F, and Actions 1, and 2, for conserving and maintaining your commercially viable farm lands from incompatible uses and uses that are not ancillary to agriculture as the primary use. This is also in keeping with RCW 36.70A.020(8), RCW 36.70A.060(1)(a), and RCW 36.70A.170(a).
- In addition, RCW 36.70A.177 provides a variety of zoning techniques designed to conserve and encourage the agricultural economy and limit nonagricultural uses to lands with poor soils or land not suitable for agricultural purposes.
- Accessory uses to agriculture of long-term significance as designated by Benton County in its GMA Agriculture land, should be consistent with RCW 36.70A.177(3) to support the overall use and preservation of designated agricultural land of long-term significance.
- We recommend that you consider the scale and intensity of winery and brewery uses in your GMA Agricultural designated land along with the operational compatibility of these uses to adjacent parcels. In addition, traffic impacts and other government services that may be needed for winery and brewery uses in designated agricultural land, should also be considered before amending your Code.

Michael Shuttleworth  
May 26, 2009  
Page 2

If you have any questions or concerns about our comments or any other growth management issues, please call me at 509.280.3602. We extend our continued support to Benton County in achieving the goals of growth management.

Sincerely,

A handwritten signature in cursive script that reads "Bruce J. Hunt".

Bruce Hunt  
Senior Planner  
Growth Management Services

BJH:bv

cc: Leonard Bauer, AICP, Managing Director, Growth Management Services  
David Andersen, AICP, Plan Review and Technical Assistance Manager, Growth Management Services

**From:** "CTED GMU Review Team" <reviewteam@cted.wa.gov>  
**To:** <mike.shuttleworth@co.benton.wa.us>  
**CC:** "David Andersen" <davida@cted.wa.gov>, "Hunt, Bruce (CTED)" <BruceH@CTED...>  
**Date:** 5/26/2009 10:37 AM  
**Subject:** 14301, Benton County, Expedited Review Granted, DevRegs

Dear Mr. Shuttleworth:

Benton County has been granted expedited review for the proposed amendment to Code 11.18.070 to include wineries and breweries in the allowable use section as agricultural related industries and to restore the utilization of Conditional Use permits in all areas within the GMA Agricultural District. This proposal was submitted for the required state agency review under RCW 36.70A.106.

File No. Ord Amnd 11.18.050  
 Date 5-27-09 1070  
 Staff Exhibit No. E1  
 Pro. Exhibit No. \_\_\_\_\_  
 Opp. Exhibit No. \_\_\_\_\_  
 Received by djh

As of receipt of this email, Benton County has met the Growth Management Act notice to state agency requirements in RCW 36.70A.106 for this submittal. For the purpose of documentation, please keep this email as confirmation.

If you have any questions, please contact Carrie Calleja at 360.725.3067 or by email at [carriec@cted.wa.gov](mailto:carriec@cted.wa.gov).

Thank you.

CTED Review Team, Growth Management Services  
 Department of Community Trade and Economic Development  
 P.O. Box 42525  
 Olympia WA 98504-2525  
 (360) 725-3000  
 FAX (360) 725-2950

**RECEIVED**

MAY 26 2009

**Benton County  
 Planning Department**

# Benton County Planning Department

Planning Annex, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

DATE: MAY 4, 2009

TO: BENTON COUNTY PLANNING COMMISSION

FROM: BENTON COUNTY PLANNING DEPARTMENT

RE: DRAFT ORDINANCE AMENDING THE GMA AGRICULTURAL SECTION OF THE BENTON COUNTY ZONING CODE (BCC 11.18.050 and BCC 11.18.070).

File No. Ord Amd  
Date 5-27-07  
Staff Exhibit No. E  
Pro. Exhibit No. \_\_\_\_\_  
Opp. Exhibit No. \_\_\_\_\_  
Received by djh

File No. Ord Amend to BCC 11.18.050 & .070  
Date 5-5-09  
Exhibit No. 1  
Received by djh

## BACKGROUND:

In April of 2007, BCC chapter 11:18 was amended to require that wineries could only be constructed on properties where 80 percent of the acreage is planted with a producing vineyard. This wording was placed in the code to address properties located on Red Mountain and to allow them time to complete a separate zoning code for Red Mountain. However, this change has created some issues where a site may not have vineyard on the site for the winery, but all the surrounding parcels are in vineyards and under the same control as the winery. The Benton County Board of Commissioners asked that this GMA Agricultural code section be reviewed and amended to allow wineries without the on site vineyard restriction. The 2007 amendment also prohibited the conditional uses in GMA Agricultural District from being allowed within the Red Mountain AVA.

The attached ordinance would amend the GMA Agricultural Zoning District to allow a winery brewery in this zoning district as an agricultural related industry without onsite vineyards. The amendment would also allow the conditional uses in GMA Agricultural District within the Red Mountain AVA.

## SUMMARY:

This action is to review and discuss the attached draft ordinance and conduct a public hearing on the proposed ordinances.

## RECOMMENDATION:

The Benton County Planning Department recommends that the planning commission review the proposed ordinance, conduct the public hearing and recommend to the Board of County Commissioners adoption of the proposed ordinance.

## EXHIBITS:

The following are attached to this report:

- Staff Exhibit No. 1 Planning Dept. Staff Memo to the Planning Commission dated May 4, 2009
- Staff Exhibit No. 2 Public Hearing Notice dated April 24, 2009 and published in the Tri-City Herald on April 30, 2009.
- Staff Exhibit No. 3: Draft Ordinance amending BCC 11.18.050 and BCC 11.18.070.
- Staff Exhibit No. 4: Environmental Determination for the draft ordinance (EA -09-16) dated April 21, 2009.
- Staff Exhibit No. 5: Environmental Checklist for the draft ordinance (EA -09-16).

# Benton County Planning Department

Planning Annex, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

## NOTICE OF OPEN RECORD HEARING

NOTICE IS GIVEN that the following ordinance amendment will be considered by the Benton County Planning Commission at public hearings on Tuesday, May 12 2009, at 7 p.m. in the Planning Annex Hearing Room, Benton County Planning Department, 1002 Dudley Avenue, Prosser, WA 99350. All concerned persons may appear and present any support for or objections to the ordinance amendments or provide written testimony to the Planning Commission in care of the Planning Department on or before the date of the hearings.

ORDINANCE AMENDMENT relating to the Growth Management Act Agricultural District (GMAAD); amending Ordinance 373, Section 3, Ordinance 445, Section 5 and BCC 11.18.050; and amending Ordinance 445, Section 7 and BCC 11.18.070. The ordinance amendment deletes the existing allowable use of wineries/breweries wording and adds wineries/breweries in the allowable use section as agricultural related industries, it also deletes the wording that prohibited conditional uses for those properties located inside of the boundary of the federally designated Red Mountain American Viticultural Area (AVA).

NOTICE IS FUTHER GIVEN that the proposed ordinance has been reviewed under the requirements of the State Environmental Policy Act. Determinations of Non-Significance were issued for the proposed ordinance amendments on April 21, 2009. Accordingly an Environmental Impact Statement is not required for either ordinance amendment. Any comments regarding this determination and the environmental impacts of the amendment can be made at the Planning Commission Hearing at the time and place indicated above or in writing to the Benton County Planning Department by May 12, 2009.

FURTHER INFORMATION REGARDING THE AMENDMENTS and SEPA Determination or copies of the proposed ordinance amendments are available from the Benton County Planning Department 1002 Dudley Avenue, P O Box 910, Prosser, WA 99350 or by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser). Copies of the full text will be mailed upon request, at no cost to the public.

Benton County welcomes full participation in public meetings by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or required assistance to comment at this public meeting, please contact the Benton County Planning Department at the above stated phone numbers and/or address at least ten days prior to the date of the meeting to make arrangements for special needs.

Dated at Prosser, Washington on this 24th day of April 2009.

MARTIN SHEERAN, Chairman  
BENTON COUNTY PLANNING COMMISSION

  
MICHAEL SHUTTLEWORTH, Planning Manager  
BENTON COUNTY PLANNING DEPARTMENT

PUBLISH ON: April 30, 2009

File No. Ord Amend to BCC 11.18.050 9070  
Date 5-5-09  
Exhibit No. 2  
Received by djh

ord Amend  
File No. to BCC 11.18.050 & 070  
Date 5-5-09  
Exhibit No. 3  
Received by djh

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE relating to the Growth Management Act Agricultural District (GMAAD); amending Ordinance 373, Section 3, Ordinance 445, Section 5 and BCC 11.18.050; and amending Ordinance 445, Section 7 and BCC 11.18.070.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 373, Section 3, Ordinance 445, Section 5 and BCC 11.18.050 are hereby amended to read as follows:

ALLOWABLE USES. Except as set forth in BCC 11.18.060 and BCC 11.18.070, only the following uses are determined consistent with the purpose of the chapter and are allowable uses in the GMA Agricultural District.

The following are allowable uses:

- (1) Agriculture, floriculture, horticulture, nursery and general farming; except commercial dairying, poultry raising, commercial hog ranches, animal feedlots and stockyards.
- (2) Accessory buildings, uses and structures appurtenant to the conduct of the agricultural use and customarily provided in conjunction with an agricultural operation.
- (3) On any tract of land having an area of five (5) acres or less, the following uses are allowable as accessories to a family dwelling: the keeping of one head of grazing stock per one-half acre of ground, exclusive of suckling animals; provided, that all barns, barnyards, or corrals shall be located not less than seventy-five (75) feet from any public road, street, or highway and not less than thirty (30) feet from any property held under different ownership.
- (4) Agriculture buildings: as defined under Chapter 11.04 BCC.
- (5) Agricultural related industries as defined under Chapter 11.04 BCC, including but not limited to wineries/breweries.
- (6) Agricultural stands as defined under Chapter 11.04 BCC.
- (7) Bakeries, on parcels with eighty (80) percent of its acreage planted with a producing commercial grain crop or on a parcel in common ownership with an adjacent parcel that has eighty (80) percent of its acreage planted with a producing commercial grain crop.
- (8) Hazardous waste treatment and storage facilities (on site) as an accessory use to an allowable or conditionally permitted use; provided, that such facilities must comply with the state siting criteria adopted in accordance with RCW 70.105.210.

- (9) Single family dwelling or factory assembled structure.
- ~~((10))~~ ~~Wineries and breweries and up to three (3) guest rooms for overnight lodging at a winery/brewery, provided, the winery/brewery must be on a parcel with eighty (80) percent of the acreage planted with a producing commercial vineyard, commercial hop operation or a grain crop and no more than fifteen (15) percent of the total floor area of the collective winery/brewery buildings, excluding any barrel storage rooms, may be used for kitchen and food service hospitality.)~~
- ~~((11))~~ (10) Agricultural signs commonly associated with or accessory to agricultural activities.
- ~~((12))~~ (11) Commercial specialty/exotic domesticated animal raising, including but not limited to miniature horses, cattle, goats, llamas, alpacas, ostrich, and emu.
- ~~((13))~~ (12) Aquaculture.
- ~~((14))~~ (13) Adult Family Homes.
- ~~((15))~~ (14) Community club houses, grange halls and other agricultural nonprofit organization halls.
- ~~((16))~~ (15) Commercial establishments that primarily provide custom agricultural land grading, plowing, planting, cultivating, harvesting and soil preparation services.
- ~~((17))~~ (16) Airstrips (personal).
- ~~((18))~~ (17) Public or quasi-public buildings and yards and utility buildings, such as: pumping stations, fire stations, substations and telephone exchange and distribution facilities.
- ~~((19))~~ (18) Hunting Preserves; provided, the hunting activities are an accessory use to the agricultural use of the parcel or parcels.
- ~~((20))~~ (19) Guest ranch; provided, the guest activities are an accessory use to the agricultural use of the parcel or parcels.
- ~~((21))~~ (20) Schools and churches.
- ~~((22))~~ (21) Kennels, both commercial and private.
- ~~((23))~~ (22) Communication facilities described in BCC 11.65.030(b), BCC 11.65.030(c), BCC 11.65.030(d), or BCC 11.65.030(e).
- ~~((24))~~ (23) Any accessory equipment structure ancillary to a legal communication facility.
- ~~((25))~~ (24) Accessory buildings commonly appurtenant to site built homes, manufactured homes, or factory assembled structures.

- ~~((26))~~ (25) No more than one (1) wind turbine and related support structures and other improvements per parcel for private use; provided, the wind turbine height must be less than sixty (60) feet and the wind turbine must be set back from all property lines a distance equal to one (1) foot for every foot in height of the wind turbine.
- ~~((27))~~ (26) One (1) wind turbine with a wind turbine height of sixty (60) feet or more or a wind turbine farm and related support structures and other improvements under the following conditions:
- (i) the lowest point on all rotor blades must be at least thirty (30) feet above ground level;
  - (ii) no wind turbine(s) height exceeds three hundred and fifty (350) feet;
  - (iii) all wind turbine tower bases must be set back from all dwellings not located on the same parcel at least one thousand (1,000) feet;
  - (iv) all wind turbine tower bases must be set back from all property lines a distance equal to the associated wind turbine height, except that, where contiguous properties are leased for an identical duration for development of a wind farm, the tower bases set back from the property lines common with such leased properties may be eliminated so long as no part of any wind turbine extends past any such interior property lines and the above-required setbacks are maintained from the property lines comprising the exterior boundaries of the wind farm;
  - (v) all wind turbine tower bases must be set back from the closest edge of a state, county, or city road right-of-way a distance equal to the wind turbine height;
  - (vi) all wind turbine tower bases must be set back a distance equal to the wind turbine height from all borders of the GMA Agricultural District, except for GMA Agricultural District borders adjacent to the Hanford Reservation owned by the Department of Energy or adjacent to another zoning district adopted by another county that contains a general minimum parcel size of at least twenty (20) acres per parcel;
  - (vii) for wind turbine(s) proposed to be located within four (4) miles of the nearest point of the nearest runway of the nearest airport available for public use, the applicant for a building permit must comply with all the requirements imposed by the Federal Aviation Administration (FAA) and provide a written statement from the FAA that sets forth the FAA's comments and requirements, if any, for the proposal;

- (viii) all wind turbine(s) must comply with the Federal Aviation Regulations Part 77, *Objects Affecting Navigable Airspace*, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal;
  - (ix) All wind turbine tower bases shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the *Sectional Aeronautical Charts* produced by the National Aeronautical Charting Office (NACO);
  - (x) If the use of any wind turbine or wind turbine farm is discontinued for a period of one (1) year or more, the owner of such facility shall remove the facility within ninety (90) days of written notification by the Planning Department. If such facility is not removed within said ninety (90) days, the County may refer the issue to the code enforcement officer for appropriate action pursuant to Chapter 11.54 BCC; and
  - (xi) The wind turbine(s) and all associated service roads may not displace more than five (5) percent of the area of that parcel(s) on which they are located.
- ~~((29))~~ (27) Meteorological towers used to gather data to assess wind energy potential; provided, that the towers
- (i) shall be located at least forty (40) feet for every one (1) foot of tower height or one mile, whichever is greater, from the ends of and at least five thousand (5,000) feet from the sides of all runways which are available solely for private use and identified on the most current edition of the *Sectional Aeronautical Charts* produced by the National Aeronautical Charting Office (NACO); and
  - (ii) must comply with the Federal Aviation Regulations Part 77, *Objects Affecting Navigable Airspace*, including but not limited to, providing such notices to the FAA as required thereunder and compliance with all requirements or prohibitions imposed by the FAA on the applicant's proposal.
- ~~((29))~~ (28) Solar power generators.

SECTION 2. Ordinance 445, Section 7 and BCC 11.18.070 are hereby amended to read as follows:

USES REQUIRING PERMITS--CONDITIONAL USE PERMIT REQUIRED. Upon issuance of a conditional use permit by the Board of Adjustment, the following uses shall be permitted within the GMA Agricultural

District (~~located outside of the boundary of the federally designated Red Mountain American Viticultural Area (AVA)~~); provided that they are located in a manner that minimizes adverse impacts to agricultural productivity on adjacent lands:

- (1) Slaughterhouses, commercial meat-packing plants, animal feedlots; provided, that they are not located in the floodway and floodplain as shown on the FEMA maps, or within two hundred (200) feet of a naturally occurring body of water, or a well used for domestic or municipal purposes and shall be designed to prevent infiltration or other movement of livestock wastes into the aquifer, or directly into surface waters.
- (2) Commercial dairy, hog, poultry, and rabbit operations, propagation of fur bearing species for commercial purposes, or livestock auction yard; provided, that at least the following setbacks are met as well as all other conditions imposed in connection with the issuance of the conditional use permit: one hundred (100) foot setbacks from any lot line to any animal enclosure, except for fenced pasture; and a five hundred (500) foot setback from any existing residential structure on adjacent property not under applicant's ownership.
- (3) Commercial establishments for the transportation of agricultural products other than those produced on the premises, or agricultural supplies or equipment, together with the maintenance, storage, repair and servicing of the necessary trucks and equipment.
- (4) The following agriculturally based recreational and sales facilities: covered arenas, rodeo events, livestock sales rings, and working animal events. The following accessory uses may be permitted during one or more of the above events: veterinary service, food concessions, R.V. parking area, and event related novelty/accessory sales.
- (5) Airstrips (commercial crop dusting).
- (6) Facilities for treatment of industrial solid wastes with associated spray fields related to the on-site processing of agricultural products.
- (7) Solid waste disposal site; except on lands designated as having less than 160 acre minimum parcel size.
- (8) Off-site hazardous waste treatment and storage facilities may be allowed by special permit issued by the Benton County Board of Adjustment after notice and public hearing as provided in BCC 11.52.090; provided, that such facilities must comply with the state siting criteria adopted in accordance with RCW 70.105.210.
- (9) Asphalt manufacture in conjunction with rock, sand and gravel mining.
- (10) Facilities for power generation, other than nuclear fueled, wind fueled or solar fueled.

- (11) Day care homes/centers.
- (12) Farm labor housing, to the extent that the farm laborers are needed for the agricultural operation on premise.
- (13) Manufactured (mobile) home and factory assembled structure parks occupied by farm laborers and their families and pursuant to Chapter 3.22 BCC (Manufactured Home Park Ordinance).
- (14) Recreational vehicle parks occupied by farm laborers and their families).
- (15) Off-premise directional signs.
- (16) The production of bio-diesel and alcohol fuels from agricultural products.
- (17) The commercial maintenance, repair, servicing, and storage of agricultural machinery, implements, and equipment for use off the premises.
- (18) Commercial establishments for the storage, sale and off-site application of agricultural chemicals, including but not limited to herbicides, fertilizers, insecticides, and pesticides.
- (19) Underground natural gas storage facilities.
- (20) One (1) wind turbine or a wind turbine farm with turbine heights of more than three hundred and fifty (350) feet and related support structures and other improvements meeting the conditions set forth in BCC 11.18.050(27) (i) and BCC 11.18.050(27) (iii) through BCC 11.18.050(27) (x) and all other conditions that may be imposed by the Board of Adjustment.
- (21) Non-agricultural accessory uses that promote or sustain the continuation of the agricultural uses of a parcel if the accessory uses meet the following criteria as well as any other conditions required by the Board of Adjustment:
  - (a) The non-agricultural accessory use shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;
  - (b) The non-agricultural accessory use must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;
  - (c) The parcel on which the non-agricultural accessory use is located meets one of the following:
    - (i) the parcel is no less than twenty (20) acres in size with eighty (80) percent of the acreage primarily committed to agricultural use and has produced gross income equivalent

to two hundred (200) dollars or more per acre each year for three (3) of the five (5) calendar years preceding the date of application;

- (ii) the parcel is currently enrolled in the County's Agricultural Open Space program pursuant to Chapter 84.34 RCW; or
  - (iii) the parcel is not less than one hundred (100) contiguous acres that has been in agricultural use for three (3) of the last five (5) years.
- (d) The non-agricultural accessory use, including any new buildings, parking or supportive uses associated therewith, shall be located within one thousand (1000) feet of the nearest existing buildings or residential structures and shall not otherwise convert more than one (1) acre of agricultural land to non-agricultural uses;
  - (e) The non-agricultural accessory uses, including any storage space associated therewith, shall not collectively occupy more than fifteen thousand (15,000) square feet of building space;
  - (f) No more than three (3) vehicles marked to identify the non-agricultural accessory use(s) may be on the parcel at any time. No other on-site outside storage of vehicles, equipment and/or supplies is allowed in connection with the non-agricultural accessory use;
  - (g) No person may possess more than one valid permit at a time under this section and all non-agricultural accessory use permits issued under this section for any given parcel must be authorized in one permit;
  - (h) No more than two (2) signs of a size determined by the Board of Adjustment shall be permitted in connection with the non-agricultural accessory use. Illumination of a sign shall be only by hooded directional lighting so that only the sign surface is illuminated. The posting of such sign is limited to the parcel on which the non-agricultural accessory use is located. On-street (inside the road right-of-way) sign posting is prohibited, and no sign outside of a road right-of-way may interfere with the line of sight for road intersection;
  - (i) The parcel and non-agricultural accessory use owner shall comply with all requirements of the Benton County Building Department, the Benton County Fire Marshal, the Benton-Franklin Health District, and all other local, state, and federal regulations pertinent to the non-agricultural accessory use being pursued. The requirements of or the permission granted by the Board of Adjustment shall not be construed as an exemption from such regulations;

- (j) Adequate off road parking, as determined by the Board of Adjustment, must be provided;
- (k) Any waste created as a result of the non-agricultural accessory use must be disposed of off-site in compliance with all local, state, and/or federal regulations; and,
- (l) The days and hours of operation shall be determined by the Board of Adjustment with the granting of a Conditional Use Permit.

SECTION 3. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

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

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

Approved as to Form:

Raymond L. Brown  
Deputy Prosecuting Attorney

Constituting the Board of  
County Commissioners of  
Benton County, Washington

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

DETERMINATION OF NONSIGNIFICANCE

Description of proposal: Ordinance amendment to BCC 11.18 - Growth Management Agricultural District to include Wineries and Breweries in the allowable use section as agricultural related industries and to restore the utilization of conditional use permits in all areas within the Growth Management Agricultural District.

Proponent Benton County Planning Department  
P.O. Box 900  
Prosser WA 99350

File No. **EA 09-16**

Location of proposal, including street address, if any: Unincorporated areas within Benton County.

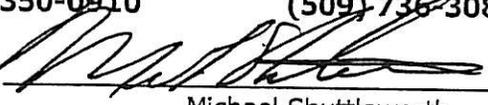
Lead agency **BENTON COUNTY**

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.

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 **May 5, 2009**.

Responsible Official **Michael Shuttleworth, Planning Manager**  
**Benton County Planning Dept.**  
**Post Office Box 910 PHONE: (509) 786-5612**  
**Prosser, WA 99350-0910 (509) 736-3086**

Date **April 21, 2009**

Signature   
Michael Shuttleworth

**THERE IS NO AGENCY APPEAL.**

**DISTRIBUTION:**

- Applicant
- News Media (Encl. map or plot plan)
- Benton County Building Office
- Department of Natural Resources-Olympia
- Department of Natural Resources -Ellensburg
- Benton Clean Air Authority
- Bureau of Reclamation
- Benton County Public Works
- City of Kennewick
- City of Richland
- City of Benton City
- City of Prosser
- City of West Richland
- Benton-Franklin Dist. Health Department
- Kennewick Irrigation District
- Kiona Irrigation District
- Benton Irrigation District
- Badger Mountain Irrigation District
- Columbia Irrigation District
- Sunnyside Valley Irrigation District
- Grandview Irrigation District
- za Irrigation District
- Department of Transportation
- Port of Benton

- Port of Kennéwick
- Washington State Department of Health
- Department of Ecology - Olympia
- Department of Ecology - Yakima
- Corps of Engineers
- Yakama Indian Nation
- Fire District 1
- Fire District 2
- Fire District 3
- Fire District 4
- Fire District 5
- Fire District 6
- Fire Marshal
- Prosser School District No. 116
- Bureau of Land Management
- Department of Fish and Wildlife
- Office of Archaeology & Historic Preservation
- Futurewise
- CTED

Ord Amend. to  
File No. BCC 11.18.050 & 070  
Date 5-5-09  
Exhibit No. 4  
Received by djh

ENVIRONMENTAL CHECKLIST

RECEIVED

EA 09-16

APR 20 2009

A. BACKGROUND

- 1. Name of proposed project, if applicable:  
Ordinances to amend BCC 11.18.050 and BCC 11.18.070
- 2. Name of applicant:  
Benton County
- 3. Address and phone number of applicant and contact person:  
Susan Walker, Senior Planner  
Benton County Planning Department  
P.O. Box 910  
Prosser, WA 99350 (509) 786-5612 or (509) 736-3086
- 4. Date checklist prepared:  
March 12, 2009
- 5. Agency requesting checklist:  
Benton County
- 6. Proposed timing or schedule (including phasing, if applicable):  
April-June 2009
- 7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal?  
No
- 8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.  
None
- 9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.  
None
- 10. List any government approvals or permits that will be needed for your proposal, if known.  
Board of County Commissioners approval of the proposed ordinance amendments.
- 11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Benton County  
Planning Department

File No. Ord Amend. to BCC 11.18.050 & 070

Date 5-5-09

Exhibit No. 5

Received by djh

Benton County is amending its development regulations for the Growth Management Agricultural District Ordinance (GMAD) of Benton County Code 11.18.070 to include Wineries and Breweries in the allowable use section as agricultural related industries and to restore the utilization of conditional use permits in all areas within the Growth

Management Act Agricultural District. This ordinance amendment is a planning proposal and as such, not site specific project related.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The proposed amendments to Ordinances will apply to all lands in unincorporated Benton County located within the Growth Management Agriculture Zoning District.

**B. ENVIRONMENTAL ELEMENTS**

**1. Earth**

- a. General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other:  
General topographic characteristics vary greatly within Benton County and environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- b. What is the steepest slope on the site (approximate percent slope)?  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

proposed.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

## 2. Air

- a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if know.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

## 3. Water

### a. Surface:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

future site-specific projects will need to be conducted at the time a site-specific project is proposed.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

## 2. Air

- a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial, wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if know.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- c. Proposed measures to reduce or control emissions or other impacts to air, if any:  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

## 3. Water

### a. Surface:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water, or wetlands, and indicate the area of the site that would be affected. Indicate the source of fill material.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if know.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- 6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

b. Ground:

- 1) Will ground water be withdrawn, or will water be discharge to ground water? Give general description, purpose, and approximate quantities if know.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- 2) Describe waster material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage, industrial, containing the following chemicals . . . agricultural, etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

- c. Water Runoff (including storm water):
- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
  - 2) Could waste materials enter ground or surface waters? If so, generally describe.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- d. Proposed measures to reduce or control surface, ground, and runoff water impacts, if any:  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

#### 4. Plants

- a. Circle types of vegetation found on the site: deciduous tree: alder, maple, aspen, other; evergreen tree: fir, cedar, pine, other; shrubs; grass; pasture crop or grain; wet soil plants: cattail, buttercup, bulrush, skunk cabbage, other; water plants: water lily, eelgrass, milfoil, other; other types of vegetation.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- b. What kind and amount of vegetation will be removed or altered?  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- c. List threatened or endangered species known to be on or near the site.  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.
- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a site-specific project is proposed.

#### 5. Animals

- a. Circle any birds and animals which have been observed on or near the site or are known to be on or near the site: Birds: hawk, heron, eagle, songbirds, other:  
Mammals: deer, bear, elk, beaver, other:  
Fish: bass, salmon, trout, herring, shellfish, other:  
Not applicable, this is not a site-specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- b. List any threatened or endangered species known to be on or near the site.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- c. Is the site part of a migration route? If so, explain.  
If any threatened or endangered species are found for site specific projects, compliance with Benton County Code Title 15 (Protection of Critical Areas and Resources) will be required.
- d. Proposed measures to preserve or enhance wildlife, if any:  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

6. **Energy and Natural Resources**

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

7. **Environmental Health**

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.  
Not applicable, this is not a site specific project. However, environmental evaluations for

future site specific projects will need to be conducted at the time a site specific project is proposed.

- 1) Describe special emergency services that might be required.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- 2) Proposed measures to reduce or control environmental health hazards, if any:  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

b. **Noise**

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- 2) What types and levels of noise would be created by or associate with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- 3) Proposed measures to reduce or control noise impacts, if any:  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

8. **Land and Shoreline Use**

- a. What is the current use of the site and adjacent properties?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- b. Has the site been used for agriculture? If so, describe.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- c. Describe any structures on the site.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is

proposed.

- d. Will any structures be demolished? If so, what?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
  - e. What is the current zoning classification of the site?  
Varies throughout the County.
  - f. What is the current comprehensive plan designation for the site?  
Varies throughout the County.
  - g. If applicable, what is the current shoreline master program designation of the site?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
  - h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
  - i. Approximately how many people would reside or work in the completed project?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
  - j. Approximately how many people would the completed project displace?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
  - k. Proposed measures to avoid or reduce displacement impacts, if any:  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
  - l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:  
Follow guidelines from the Benton County Comprehensive Plan.
9. **Housing**
- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.  
None
  - b. Approximately how many units, if any, would be eliminated? Indicate whether high,

middle, or low-income housing.

None

- c. Proposed measures to reduce or control housing impacts, if any:  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

10. **Aesthetics**

- a. What is the tallest height of any proposed structures(s) not including antennas; what is the principal exterior building material(s) proposed?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- b. What views in the immediate vicinity would be altered or obstructed?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- c. Proposed measures to reduce or control aesthetic impacts, if any:  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

11. **Lights and Glare**

- a. What type of light or glare will be the proposal produce? What time of day would it mainly occur?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- b. Could light or glare from the finished project be a safety hazard or interfere with views?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- c. What existing off-site sources of light or glare may affect your proposal?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- d. Proposed measures to reduce or control light and glare impacts, if any:  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

12. **Recreation**

- a. What designated and informal recreational opportunities are in the immediate vicinity?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- b. Would the proposed project displace any existing recreational uses? If so, describe.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- c. Proposed measures to reduce or control impacts or recreation, including recreation opportunities to be provided by the project or applicant, if any:  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

13. **Historic and Cultural Preservation**

- a. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- b. Generally describe any landmarks or evidence of historic, archeological, scientific, or cultural importance known to be on or next to the site.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- c. Proposed measures to reduce or control impacts, if any:  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

14. **Transportation**

- a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plan, if any.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- b. Is the site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?  
Not applicable, this is not a site specific project. However, environmental evaluations for

future site specific projects will need to be conducted at the time a site specific project is proposed.

- c. How many parking spaces would the completed project have? How many would the project eliminate?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- f. How many vehicular trips per day would be generated by the completed project? If know, indicate when peak volumes would occur.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- g. Proposed measures to reduce or control transportation impacts, if any:  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

15. **Public Services**

- a. Would the project result in an increased need for public services (for example, fire protection, police protection, health care, schools, etc.)? If so, generally describe.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.
- b. Proposed measures to reduce or control direct impacts on public services, if any.  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

16. **Utilities**

- a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other.

future site specific projects will need to be conducted at the time a site specific project is proposed.

**C. SIGNATURE**

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Print Name: Susan Walker, Senior Planner  
Benton County Planning Department

Date Submitted: April 20, 2009

D. SUPPLEMENTAL SHEET FOR NON-PROJECT ACTIONS  
(do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

Proposed measures to avoid or reduce such increases are:  
None.

2. How would the proposal be likely to affect plants, animals, fish or marine life?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

Proposed measures to protect or conserve plants, animals, fish or marine life are:  
Not applicable, this is not a site specific project. However, if any threatened or endangered species are found during the review of a site specific project, compliance with Benton County Code Title 15 (Protection of Critical Areas and Resources) is required.

3. How would the proposal be likely to deplete energy or natural resources?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

Proposed measures to protect or conserve energy and natural resources are:  
Not applicable, this is not a site specific project. However, mitigation measures may be required as condition of approval for a site specific project through the SEPA review process if determined necessary.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains, or prime farmlands?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is

proposed.

Proposed measures to protect such resources or to avoid or reduce impacts are:

Not applicable, this is not a site specific project. However, mitigation measures may be required as condition of approval for a site specific project through the SEPA review process if determined necessary.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Not applicable, this is not a site specific project. However, mitigation measures may be required as condition of approval for a site specific project through the SEPA review process if determined necessary.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?  
Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

Proposed measures to reduce or respond to such demands(s) are:

Not applicable, this is not a site specific project. However, mitigation measures may be required as condition of approval for a site specific project through the SEPA review process if determined necessary.

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment.

Not applicable, this is not a site specific project. However, if any threatened or endangered species are found during the review of a site specific project, compliance with Benton County Code Title 15 (Protection of Critical Areas and Resources) is required. Also, the site specific project will need to comply with all local, state, and federal laws.

## ESA LISTED SALMONIDS CHECKLIST

The Listed Salmonids Checklist is provided in order that the county may initially identify a project's potential impacts (if any) on salmonids that have been listed as "threatened" or "endangered" under the Federal Endangered Species Act (ESA). A salmonid is any fish species that spends part of its life cycle in the ocean and returns to fresh water. Potential project impacts that may result in a "taking" of listed salmonids must be avoided, or mitigated to insignificant levels. Generally, under ESA, a "taking" is broadly defined as any action that causes the death of, or harm to, the listed species. Such actions include those that affect the environment in ways that interfere with or reduce the level of reproduction of the species.

If ESA listed species are present or ever were present in the watershed where your project will be located, your project has the potential for affecting them, and you need to comply with the ESA. The questions in this section will help determine if the ESA listing will impact your project. The Fish Program Manager at the appropriate Department of Fish and Wildlife (DFW) regional office can provide information for the following two questions. Please contact the Dept. of Fish and Wildlife at 1701 S. 24th, Yakima WA 98902-5720, Phone No. 509-575-2740.

1. Are ESA listed salmonids currently present in the watershed in which your project will be? YES \_\_\_ NO \_\_\_

Please Describe.

Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

2. Has there ever been an ESA listed salmonid stock present in this watershed? YES \_\_\_ NO \_\_\_

Please Describe.

Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

If you answered "yes" to either of the above questions, you should complete the remainder of this checklist.

Not applicable, this is not a site specific project. However, environmental evaluations for future site specific projects will need to be conducted at the time a site specific project is proposed.

**PROJECT SPECIFIC:** The questions in this section are specific to the project and vicinity.

A1. Name of watershed \_\_\_\_\_

A2. Name of nearest waterbody \_\_\_\_\_

A3. What is the distance from this project to the nearest body of water? \_\_\_\_\_

Often a buffer between the project and a stream can reduce the chance of a negative impact to fish.

A4. What is the current land use between the project and the potentially affected water body (parking lots, farmland, etc.)

A5. Is the project above a:  
Natural permanent barrier (waterfall) YES \_\_\_\_\_ NO \_\_\_\_\_  
Natural temporary barrier (beaver pond) YES \_\_\_\_\_ NO \_\_\_\_\_  
Man-made barrier (culvert, dam) YES \_\_\_\_\_ NO \_\_\_\_\_  
Other (explain)

A6. If yes, are there any resident salmonid populations above the blockage? YES \_\_\_\_\_  
NO \_\_\_\_\_ Don't Know \_\_\_\_\_

A7. What percentage of the project will be impervious surface (including pavement & roof area)?

**FISH MIGRATION:** The following questions will help determine if this project could interfere with migration of adult and juvenile fish. Both increases and decreases in water flows can affect fish migration.

B1. Does the project require the withdrawal of  
a. Surface water? Yes \_\_\_\_\_ No \_\_\_\_\_  
Amount \_\_\_\_\_  
Name of surface water body \_\_\_\_\_  
b. Ground water? Yes \_\_\_\_\_ No \_\_\_\_\_  
Amount \_\_\_\_\_  
From Where \_\_\_\_\_  
Depth of well \_\_\_\_\_

B2. Will any water be rerouted? YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, will this require a channel change?

B3. Will there be retention ponds? YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, will this be an infiltration pond or a surface discharge to either a municipal storm water system or a surface water body?

If to a surface water discharge, please give the name of the waterbody.

B4. Will this project require the building of new roads? Increased road mileage may affect the timing of water reaching a stream and may, thus, impact fish habitat.

B5. Are culverts proposed as part of this project?

Yes \_\_\_\_\_ No \_\_\_\_\_

B6. Will topography changes affect the duration/direction of runoff flows?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes describe the changes.

B7. Will the project involve any reduction of the floodway or floodplain by filling or other partial blockage of flows? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how will the loss of flood storage be mitigated by your project?

**WATER QUALITY:** The following questions will help determine if this project could adversely impact water quality. Such impacts can cause problems for listed species. Water quality can be made worse by runoff from impervious surfaces, altering water temperature, discharging contaminants, etc.

C1. Do you know of any problems with water quality in any of the streams within this watershed? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes please describe.

C2. Will your project either reduce or increase shade along or over a waterbody?  
YES \_\_\_\_\_ NO \_\_\_\_\_ Removal of shading vegetation or the building of structures such as docks or floats often result in a change in shade.

C3. Will the project increase nutrient loading or have the potential to increase nutrient loading or contaminants (fertilizers, other waste discharges, or runoff) to the waterbody?  
YES \_\_\_\_\_ NO \_\_\_\_\_

C4. Will turbidity be increased because of construction of the project or during operation of the project? In-water or near water work will often increase turbidity.  
YES \_\_\_\_\_ NO \_\_\_\_\_

- C5. Will your project require long term maintenance, i.e., bridge cleaning, highway salting, chemical sprays for vegetation management, clearing of parking lots?  
YES \_\_\_\_\_ NO \_\_\_\_\_  
Please Describe.

**Vegetation:** The following questions are designed to determine if the project will affect riparian vegetation, thereby, adversely impacting salmon.

- D1. Will the project involve the removal of any vegetation from the stream banks?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please describe the existing conditions and the amount and type of vegetation to be removed.

- D2. If any vegetation is removed, do you plan to re-plant? YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, what types of plants will you use?



**Washington State  
Department of Transportation**

**Paula J. Hammond**  
Secretary of Transportation

**South Central Region**  
2809 Rudkin Road, Union Gap  
P.O. Box 12560  
Yakima, WA 98909-2560

(509) 577-1600  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

May 5, 2009

Benton County Planning Dept.  
P. O. Box 910  
Prosser, WA 99350-0910

File No. Ord Amend to BCC 11.18.050 & 070  
Date 5-6-09  
Exhibit No. 6  
Received by djh

Attention: Michael Shuttleworth, Planning Manager

Subject: EA 09-16, Ordinances to amend BCC 11.18.050 and BCC 11.18.070  
Benton County  
County-wide

We have reviewed the proposed Ordinance Amendment to BCC 11.18, and the Department understands that the land use authority resides with the County.

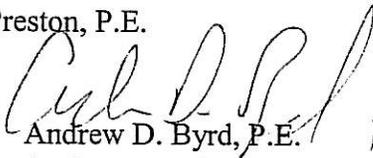
However, some of the state highway facilities including, but not limited to, State Route 14 are partially-controlled limited access. The SR 14 area in particular has seen an increased interest by the wine industry. Commercial access is prohibited on limited access and partially controlled limited access State Highways, meaning access to a future winery or brewery must be from County roads.

Those highways, however, classified as "managed access" may have permitted private commercial access connections. SR 224 and SR 225 are examples of this classification and access would be addressed during the specific project action.

These comments are provided to assist the County when addressing development/land use actions adjacent to those highways with commercial access restrictions. Thank you for the opportunity to review and comment on this proposed ordinance amendment. If you have any questions please contact Rick Holmstrom at (509) 577-1633.

Sincerely,

Bill Preston, P.E.

By:   
Andrew D. Byrd, P.E.  
Assistant Regional Materials and Planning Engineer

AB: rh/jh

cc: File #2, Benton County  
Tom Lenberg, Area 3 Maintenance Superintendent

Benton County  
Planning Department

MAY - 6 2009

RECEIVED



7130 W. Grandridge Blvd., Ste. A  
Kennewick, WA 99336-7725  
www.TRIDEC.org

Phone: 509.735.1000  
Fax: 509.735.6609  
1-800-TRI-CITY

May 4, 2009

File No. Ord Amend to  
BCC 1118.050 #070  
Date 5-8-09  
Exhibit No. 7  
Received by djh

**RECEIVED**

MAY - 7 2009

**Benton County  
Planning Department**

Mr. Michael Shuttleworth  
Planning Manager  
Benton County Planning/Building Department  
PO Box 910  
Prosser, WA 99350

Dear Michael:

The Agribusiness Committee within TRIDEC promotes development of value added agriculture, including expansion of the wine industry. Recent collaboration on Ordinance 445 between your office and TRIDEC has resulted in a clear, concise and very workable regulation.

Our discussions have also revealed that Ordinance 445 will require future modification and refinement. As the wine industry grows, restaurants, hotels, and specialty shops will follow. Such growth will likely require changes to existing ordinances and possibly the creation of new regulations. The Committee is keenly interested in being involved in discussions impacting future activities.

The Agribusiness Committee is very pleased with the excellent working relationship developed with your office. Both you and Susan Walker have been added to the notification tree for our monthly meetings to provide a convenient platform for future collaboration.

Please accept our thanks for seeking our participation in Ordinance 445 and for continued consideration on future developments.

Sincerely,

Carl F. Adrian  
President/CEO

cc: Max Benitz, Jr  
James Beaver

Steven W. Becken  
Public Works Manager  
Tim Fife, P.E.  
Interim County Engineer

11:10

Area Code 509  
Prosser 786-5611  
Tri-Cities 736-3084  
Ext. 5664  
Fax 786-5627

# Benton County

## Department of Public Works

Post Office Box 1001 - Courthouse  
Prosser, Washington 99350-0954

To: Board of County Commissioners

From: Steven W. Becken, Public Works Manager *SWB*

RE: Columbia Energy Refund Request on Piert Road

Date: May 27, 2009

On Monday, May 18, the Board opted to return to the originally approved alignment for Piert Road. When we changed to the second alignment, at the request of Columbia Energy because of a proposed ethanol plant, one of the requirements was that Columbia Energy participate in the cost of the redesign of the road.

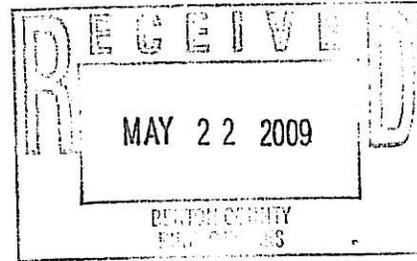
The amount to be paid by Columbia Energy was \$50,000 to be paid in monthly installments of \$5,000. Columbia Energy made the monthly payments and has currently paid \$30,000.

After our action Monday the 18<sup>th</sup>, Columbia Energy has requested that we return the \$30,000 that they have paid and they have stated there will be no further payments. They are claiming our action is a breach of the agreement. Although they did not state which part of the agreement we breached, we can assume it is item F.

The Prosecuting Attorney's Office recommended this come before the Board for direction on repayment.

May 19, 2009

Mr. Becken  
Benton County Department of Public Works  
PO Box 1001 - Courthouse  
Prosser, WA 99350



Reference: 1. Contribution Agreement for Piert Road, CE 1619 CRP between Benton County and Columbia Energy & Environmental Services Inc.

2. Letter from Benton County Department of Public Works, dated May 18, 2009.

SUBJECT: Piert Road Alignment

Dear Mr. Becken:

In view of the decision by the Benton County Board of Commissioners to realign the Piert Road North of the Corp drainage ditch to alternate 7 as detailed within your letter dated May 18, 2009, Columbia Energy considers Benton County to be in breach of the contribution agreement as entered into by Benton County and Columbia Energy on October 1, 2008.

As a consequence to the above breach of agreement, Columbia Energy will cease all future payments associated with this contribution agreement and seeks full remuneration from Benton County for the balance paid to date, totaling Thirty Thousand US Dollars (US\$30,000.00).

Should you have any questions relating to this request for remuneration please do not hesitate to contact me at 509 946-7111.

Sincerely;

A handwritten signature in black ink, appearing to read "B. Brendel".

Brian Brendel  
President

Enclosures: Copy of Contribution Agreement  
Copy of Letter from Benton County Department of Public Works dated May 18, 2009.

Steven W. Becken  
Public Works Manager  
Tim Fife, P.E.  
Interim County Engineer

Area Code 509  
Prosser 786-5611  
Tri-Cities 736-3084  
Ext. 5664  
Fax 786-5627

# *Benton County*

## Department of Public Works

Post Office Box 1001 - Courthouse  
Prosser, Washington 99350-0954

May 18, 2009

RE: Piert Road Alignment

Columbia Energy  
1806 Terminal Drive  
Richland, WA 99354

Hello:

On Monday, May 18 the Board of County Commissioners discussed the concerns raised by Agrium regarding the proposed location of Piert Road North of the Corp drainage ditch and their request to return to the originally approve alignment.

After taking Agrium's concerns on the existing alignment and the potential concerns of Columbia Energy on returning to the former alignment under consideration, the Board made the decision to return to the originally approved alignment.

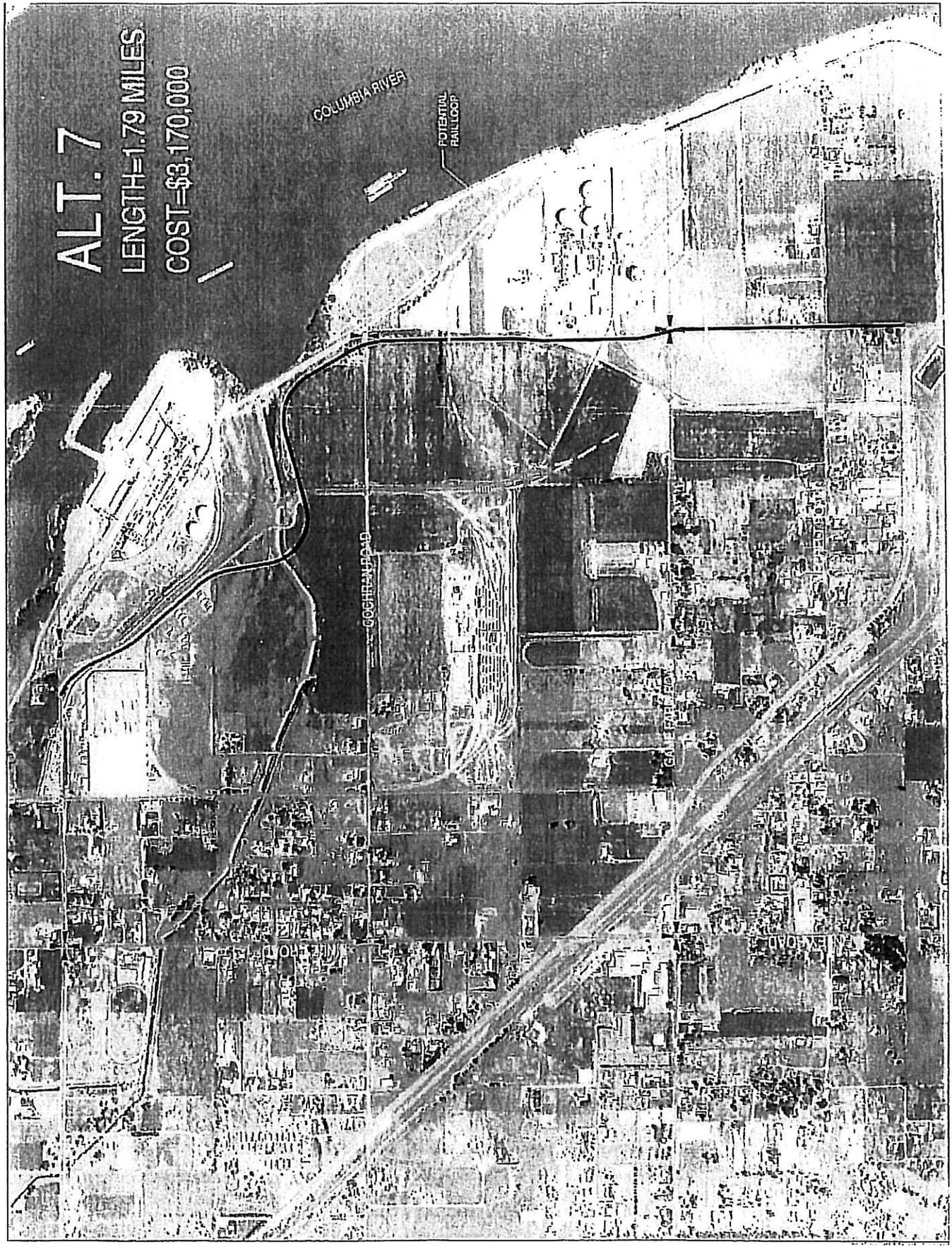
Enclosed is a copy of the alignment, shown as Alternate 7. This was the originally approved alignment and is once again the alignment approved for design and construction by the Board.

If you have any questions, please contact this office.

Sincerely,



Steven W. Becken  
Public Works Manager



**ALT. 7**  
**LENGTH=1.79 MILES**  
**COST=\$3,170,000**



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

COPY

**CONTRIBUTION AGREEMENT FOR PIERT ROAD, CE 1619 CRP  
BETWEEN BENTON COUNTY  
AND  
COLUMBIA ENERGY & ENVIRONMENTAL SERVICES, INC.**

THIS AGREEMENT, made and entered into on this 1<sup>st</sup> day of October, 2008, by and between BENTON COUNTY, WASHINGTON, hereinafter called "BENTON COUNTY" and COLUMBIA ENERGY & ENVIRONMENTAL SERVICES, INC., whose address is 1806 Terminal Drive, Richland, Washington 99352, hereinafter called the "COLUMBIA ENERGY".

**RECITALS**

- A. COLUMBIA ENERGY has proposed construction of an ethanol plant to be served by a unit train on property owned by Agrium U.S., Inc; and
- B. COLUMBIA ENERGY'S proposed ethanol plant will be located at 231610 East Game Farm Road, Kennewick, Washington; and
- C. Benton County Public Works, having no knowledge of the proposed ethanol plant or unit train, designed the Piert Road extension between Bowles Road and Lechelt Road to run northerly, bisecting the proposed ethanol plant and unit train, effectively rendering the proposed plant useless; and
- D. COLUMBIA ENERGY has requested that a final decision on the location of the Piert Road extension be reconsidered; and
- E. BENTON COUNTY, having already paid for a design of the road, expressed a reluctance to reconsider without a confirmation of remuneration by COLUMBIA ENERGY of a portion of the cost to redesign the road in order to accommodate COLUMBIA ENERGY'S proposed ethanol plant; and
- F. COLUMBIA ENERGY offered to contribute fifty-thousand dollars (\$50,000.00) for costs associated with redesigning the road, payable in monthly installments of five-thousand dollars (\$5,000.00) for BENTON COUNTY'S redesign of the road subject to the selected alignment not bisecting the proposed ethanol plant and unit train;

G. Monday, September 15, 2008, the BENTON COUNTY COMMISSIONERS selected Alternate 6 as shown in the Engineer's Report prepared by J-U-B Engineers, Inc., dated June 2008, as the preferred route for Piert Road;

H. COLUMBIA ENERGY agrees to make ten (10) monthly payments of five thousand dollars (\$5,000.00) due and payable on the first of each month with the first installment to begin the month immediately following the date this AGREEMENT is executed by all parties.

### AGREEMENT

NOW, THEREFORE, in consideration of the following terms and conditions, BENTON COUNTY and COLUMBIA ENERGY agree as follows:

1. COLUMBIA ENERGY agrees to contribute \$50,000.00 toward the Piert Road project; that COLUMBIA ENERGY agrees to make ten (10) monthly payments of \$5,000.00 due and payable on or before the first of each month beginning the month immediately following the date of this AGREEMENT until payment in full.
2. The Board of County Commissioners agrees on behalf of BENTON COUNTY to accept the contribution of \$50,000.00 and agrees to the terms stated above.
3. COLUMBIA ENERGY is directed to make all checks payable to the Benton County Treasurer and deliver the checks to Benton County Public Works; P.O. Box 1001; Prosser, Washington 99350.
4. BENTON COUNTY and COLUMBIA ENERGY acknowledge and represent that the terms of this AGREEMENT have been jointly negotiated and that each party enters into this AGREEMENT voluntarily. Further, each party acknowledge, represent, and agree that they have read this AGREEMENT, fully understand the terms thereof, and have been fully advised by their independent legal counsel or have had the opportunity to be so advised in connection with the terms in this AGREEMENT.
5. This AGREEMENT constitutes the entire agreement between the parties and is binding upon the heirs, executors, administrators, successors, or assigns of each of the parties hereto.
6. COLUMBIA ENERGY shall not assign the whole or any part of this AGREEMENT without the prior written consent of BENTON COUNTY.
7. This AGREEMENT shall be governed and interpreted in accordance with the laws of the State of Washington. Venue for any action to enforce the terms of this AGREEMENT shall be in Benton County Superior Court. In the event that either party resorts to litigation to enforce any terms of this AGREEMENT, the substantially prevailing party in any such litigation shall be entitled to an award of reasonable attorney fees and expert witness fees, together with actual court costs expended in such litigation.
8. BENTON COUNTY and COLUMBIA ENERGY each represent and warrant to the other that it has the respective power and authority, and is duly authorized, to execute and deliver this AGREEMENT and that the persons signing on its behalf are duly authorized to do so.
9. This AGREEMENT may not be amended or modified except in writing, signed by the parties to be bound thereby, or signed by their respective attorneys as authorized.

10. This AGREEMENT represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

**APPROVAL OF AGREEMENT**

This Agreement shall become effective upon execution by the parties hereto:

FOR COLUMBIA ENERGY  
& ENVIRONMENTAL SERVICES, INC.:

  
\_\_\_\_\_

Title: President

Date: 10/1/08

\_\_\_\_\_

Title: \_\_\_\_\_

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

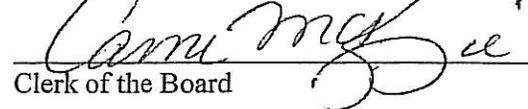
FOR BENTON COUNTY, WASHINGTON:

  
\_\_\_\_\_

Chairman, Board of County Commissioners

Date: 10-13-08

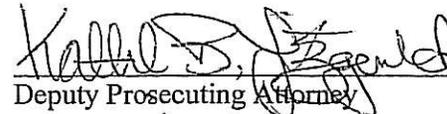
ATTEST:

  
\_\_\_\_\_

Clerk of the Board

Date: 10-13-08

APPROVED AS TO FORM:

  
\_\_\_\_\_

Deputy Prosecuting Attorney

Date: 10/01/08