

June 2, 2008

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

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
May 14, 2008, 4:00 p.m.
Commissioners' Conference Room
Benton County Justice Center
Kennewick, WA

Present: Chairman Claude Oliver
Commissioner Max E. Benitz, Jr.
Commissioner Leo Bowman, via telephone
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present: Captain Al Thompson; Sheriff Larry Taylor; Deputy Administrator Loretta Smith Kelty; Facilities Manager Roy Rogers; Melina Wenner, Personnel Manager; DPA Eric Hsu; and DPA Ryan Brown.

Executive Session

The Board went into executive session with DPA Eric Hsu to discuss potential litigation regarding County Claim 08-09 for approximately five minutes. The Board came out of executive session at 4:04 p.m. and announced that no decisions were made.

MOTION: Commissioner Benitz moved to approve the resolution authorizing the settlement agreement and confidentiality agreement between Benton County and James Bauer. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

There being no further business, the meeting adjourned at 4:06 p.m.

Resolution

No. 08- 507: Authorizing the Settlement and Confidentiality Agreement between Benton County and James Bauer

Clerk of the Board

Chairman

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
May 27, 2008, 9:00 am.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Claude Oliver
Commissioner Max E. Benitz, Jr.
Commissioner Leo Bowman
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present: Deputy Administrator Loretta Smith Kelty; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Personnel Manager Melina Wenner; Safety Coordinator Bryan Perry; Ed Thornbrugh, Human Services; DPA Ryan Brown; Mike Shuttleworth and Phil Mees, Planning; Public Works Director Ross Dunfee; DPA Eric Hsu; DPA Sarah Perry; Larry Moser and Bryan Thorp, Public Works; Harriet Mercer, Assessor's Office; Dixie Jameson, District Court; Jennifer Bowe and Sharon Paradis, Juvenile; and Steve Becken, Public Works.

Approval of Minutes

The Minutes of April 30, 2008 and May 5, 2008 were approved.

Review Agenda

Consent agenda items "e, f, and g" (District Court Contract Amendments for Interpreter Services) were pulled from the consent agenda, to be discussed at 10:35 a.m.

Commissioner Benitz requested the following items be pulled from the consent agenda: "q, r, s and t" (Amendment to 2008 One-Year Road Program for Hess Road Bridge Improvements; Amendment of 2008 One Year Road Program for Sellards Road Improvements; Amendment of 2008 One Year Road Program for Leslie Road Improvements; and Surface Transportation Program Funds for Construction of Webber Canyon Road to Kiona CE.

Commissioner Bowman indicated he wanted to know how much the inmate barber services contract was costing the citizens (item "cc") but that he would discuss the matter with the Sheriff.

Consent Agenda

MOTION: Commissioner Benitz moved to approve the consent agenda items “a” through “cc”, pulling “e”, “f”, “g”, “q”, “r”, “s”, and “t”. Commissioner Bowman seconded and upon vote, the Board approved the following:

Auditor

- a. Change of Precinct Boundaries

Central Services

- b. Geomedia Software Upgrade Purchase
- c. Selecting FTR Vendor

Commissioners

- d. Reappointment of M Berg to Benton County Water Conservancy Board

Facilities

- h. Contract Amendment w/Apollo Sheet Metal
- i. Contract Amendment w/Cascade Fire Protection

Fairgrounds

- j. Line Item Transfer, Fund No. 0123-101, Dept. 000
- k. Lease Agreement w/Boy Scouts of America, Blue Mountain Council #604
- l. Lease Agreement w/The Society for Creative Anachronism, Inc.

Human Services

- m. Travel Expense Reimbursements
- n. Appointment of J Evans to Mental Health Advisory Board

Planning

- o. Copier Lease Agreement

Road/Engineer

- p. Agreement for Participation in the I-82 Planning Study @ SR 224/SR 225 Intersections
- u. Leslie Road Improvements
- v. Digital Upgrades for 800 MHz Radios & Purchase of 2 MHz Digital Radios
- w. E.R.&R. Surplus Equipment – Consignment Agreement – Ingersoll-Rand DD90 Roller
- x. Traffic Control Authorization
- y. Paths & Trails Funding Commitment to Benton City
- z. County Road Improvement District #15, Cottonwood Drive Property Segregation
- aa. Franchise Authorization for Public Hearing on Application of Wyckoff Farms, Inc.
- bb. Franchise Authorization for Public Hearing on Application of C&M Orchards, Inc.

Sheriff

- cc. Inmate Barber Services Contract

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

Wineries and Ordinance 445 Workshop

Commissioner Benitz discussed his concern about Ordinance 445 restricting zoning regulations for the entire GMA Agricultural District. He said he wanted to support the wine business, but was not agreeable to allowing Red Mountain to set the standards for the entire agriculture business. Commissioner Benitz suggested some language changes and urged the Board to separate the two issues and move forward with amending Ordinance 445.

Commissioner Bowman requested the Planning Department review Commissioner Benitz' recommendations and TRIDEC's concerns and bring back a report to the Board. There was a discussion regarding catering businesses and how it impacted the zoning ordinances. Ryan Brown said the purpose of the GMA Ag zone was to protect agriculture, but there were some exceptions for non-ag accessory uses.

Chairman Oliver also expressed his concern about being too restrictive, to the adverse effect of the entire community. He said he was in favor of the Planning Department reviewing Commissioner Benitz' recommendations, along with TRIDEC's concerns, and also wanted more information on Yakima County's zoning ordinances.

Phil Mees said there was a single incident that inhibited a non-Red Mountain landowner and the restrictions were being addressed in the proposed changes, while also protecting Red Mountain in the interim. He said it was their intent to draft the Red Mountain ordinance as fast as they could so the Commissioners could adopt the ordinances at the same time. Additionally, Mr. Mees stated that Benton County could not have a master site resort plan within a GMA Ag District.

Commissioner Benitz said he did not want Red Mountain impacting the rest of the agricultural county and did not want to wait and move the issues at the same time. He requested staff to review his comments and TRIDEC's comments and bring back a recommendation.

Chairman Oliver said the Board was not locked into moving simultaneously, but were working both issues at the same time.

The Board briefly recessed, reconvening at 9:35 a.m.

Other Business

Consent Items "q, r, s, and t"

Commissioner Benitz discussed his concern about the resolutions changing the one-year road program and using money from emergent projects. Chairman Oliver said he would defer action on the issues until staff had a chance to review the issues with Commissioner Benitz.

Indoor Air Quality Update

Ryan Brown said that Melina Wenner had planned to give an update, but there had been talk about potential litigation by county employees and he requested the Board go into executive session for approximately 30 minutes.

Executive Session

The Board went into executive session at 9:41 a.m. with DPA Ryan Brown for approximately 30 minutes to discuss potential litigation. Also present were Melina Wenner, Bryan Perry, Roy Rogers, Sarah Perry, Eric Hsu, Loretta Smith Kelty, David Sparks, and Cami McKenzie. The

Board came out of executive session at 10:13 a.m. No action was taken and the Board discussed potential litigation.

Employee Relocation Policy

Melina Wenner presented the employee relocation policy, as approved by the elected officials.

MOTION: Commissioner Benitz moved to approve the resolution authorizing Benton County's Relocation Expense Policy. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

Other Business

NACO Report

Commissioner Bowman said he information available from the NACO conference regarding the Clean Water Act modifications, wildfires, tribal trust lands, and climate change.

The Board briefly recessed, reconvening at 10:30 a.m.

Other Business

Consent Agenda Items "q", "r", "s" and "t"

MOTION: Commissioner Bowman moved to approve consent agenda items "q", "r", "s" and "t". Chairman Oliver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

B/F Council of Governments – Regional Revolving Loan Fund Update

Art Tackett, B-F Council of Governments updated the Board regarding statistics for the loan fund, including number and amount of loans, net gain/loss, and total jobs created and/or saved.

Interpreters' Contracts – Juvenile

Sharon Paradis via/videoconference and Jennifer Bowe presented interpreter contracts for Juvenile Justice, increasing the amount from \$40.00 to \$50.00, to take advantage of reimbursement from the State.

Commissioner Benitz said he was in favor as long as the grant was in place, but if the grant went away, the amount would go back to \$40.00.

Consent Agenda Items “e, f, and g” – District Court Interpreter Contracts

MOTION: Commissioner Benitz moved to approve consent agenda items “e, f, and g” (District Court Interpreter Contracts). Commissioner Bowman seconded and upon vote, the motion carried.

MOTION: Commissioner Benitz moved to approve the Juvenile Interpreter Contracts for Gloria Larson and Mark Rudeen. Commissioner Bowman seconded and upon vote, the motion carried.

Request to Increase Workers’ Compensation Revolving Fund

Melina Wenner requested the Board increase the Workers’ Compensation Time Loss Revolving Fund from \$30,000 to \$50,000, to be paid from her current budget.

MOTION: Commissioner Benitz moved to approve the resolution authorizing the increase of the Benton County Workers’ Compensation Time Loss Revolving fund from \$30,000 to \$50,000. Commissioner Bowman seconded and upon vote, the motion carried.

Executive Session – Potential Litigation

The Board went into executive session with DPA Eric Hsu at 10:52 a.m. for approximately two minutes. Also present were Melina Wenner, Loretta Smith Kelty, Sarah Perry, David Sparks, and Cami McKenzie. The Board came out of executive session at 10:54 a.m. No decisions were made and direction was given.

The Board briefly recessed, reconvening at 11:00 a.m.

Horse Heaven Vista Changer Order #2

Roy Rogers presented Changer Order #2 for the Horse Heaven Vista Park renovation for the engineering and design work for site lighting and restrooms.

MOTION: Commissioner Benitz moved to approve the Change Order #2 for Architectural and Engineering Services for the Horse Heaven Vista Park Renovation. Commissioner Bowman seconded.

Discussion

Commissioner Bowman wanted to know who would be paying the electrical bill for the security lighting. Mr. Sparks stated it would come from the Parks Department budget.

Upon vote, the motion carried unanimously.

Procurement of Shelving

Captain Thompson via videoconference requested the Board approve the purchase of movable shelving for the property room located the Benton County Jail.

David Sparks stated the contract required the cities have to be advised of the purchase. Captain Thompson also stated that Eric Hsu had reviewed the resolution for approval.

MOTION: Commissioner Benitz moved to approve the resolution approving the purchase of movable shelving for the property room located at the Benton County Jail in the amount of \$22,441.02 to be paid from Jail Depreciation Fund. Commissioner Bowman seconded and upon vote, the motion carried.

The Board recessed, reconvening at 11:15 a.m.

Kennewick Annex

Barb Wagner said she wanted to go on record that she was requesting to be moved out of the Kennewick Annex office as soon as possible.

The Board told Ms. Wager it was looking at options to accommodate her. Ms. Wagner wanted to know if it was a temporary solution before they were moved back into the office.

David Sparks said they could not move them out immediately, but recommended she move out her employees on a temporary basis, like when the office was shut down before, until the Board could work on a solution for a more permanent basis.

The Board briefly recessed, reconvening at 11:30 a.m.

Other Business

Letter to the Assessor – Annex Issue

The Board concurred to have David Sparks prepare a letter for the Chairman's signature to respond to the Assessor in writing.

Claim for Damages

- CC 08-11: Received on May 7, 2008 from Jason Major for property damage to his vehicle.
- CC 08-12: Received on May 22, 2008 from Michael Surmeyer for property damage to his vehicle
- CC 08-13 Received on May 27, 2008 from Michael and Patricia Barnes for property damage to well on property

Vouchers

Check Date: 05/05/2008
Taxes #: 10108051-10108052
Warrant #: 897042-897085
Total all funds: \$1,723,379.80

Check Date: 05/05/2008
Warrant #: 218019-218205
Direct Deposit # 37378-37919
Total all funds: \$1,879,966.16

Check Date: 05/09/2008
Warrant #: 897207-897438
Total all funds: \$1,238,514.56

Check Date: 05/14/2008
Warrant #: 897439-897731
Total all funds: \$8,748.96

Check Date: 05/15/2008
Warrant #: 218458
Total all funds: \$206.16

Check Date: 05/15/2008
Warrant #: 218215-218457
Total all funds: \$107,875.22

Check Date: 05/15/2008
Taxes #: 10108055-10108056
Total all funds: \$68.35

Check Date: 05/15/2008
Taxes #: 10108053-10108054
Total all funds: \$35,759.18

Check Date: 05/16/2008
Warrant #: 897548-898132
Total all funds: \$840,493.49

Check Date: 05/16/2008
Warrant #: 898133-898134
Total all funds: \$164.74

Check Date: 05/23/2008
Warrant #: 898322-898573
Amount: \$948,302.91

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

Resolutions

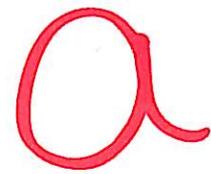
- 08-508 Change of Precinct Boundaries
- 08-509 Geomedia Software Upgrade Purchase
- 08-510 Selecting FTR Vendor for District Court Courtrooms
- 08-511 Reappointment of M Berg to Benton County Water Conservancy Board
- 08-512 Contract Amendment w/Apollo Sheet Metal
- 08-513 Contract Amendment w/Cascade Fire Protection
- 08-514 Line Item Transfer, Fund No. 0123-101, Dept. 000
- 08-515 Lease Agreement w/Boy Scouts of America, Blue Mountain Council #604
- 08-516 Lease Agreement w/The Society for Creative Anachronism, Inc.
- 08-517 Appointment of J Evans to Mental Health Advisory Board
- 08-518 Copier Lease Agreement – Planning Department
- 08-519 Agreement for Participation in the I-82 Planning Study @ SR 224/SR 225 Intersections
- 08-520 Leslie Road Improvements Participation
- 08-521 Digital Upgrades for 800 MHz Radios & Purchase of 2 MHz Digital Radios
- 08-522 E.R.&R. Surplus Equipment – Consignment Agreement – Ingersoll-Rand DD90 Roller
- 08-523 Speed Limit on County Roads Within Cottonwood Springs and Cottonwood Creek
- 08-524 Paths & Trails Funding Commitment to Benton City
- 08-525 County Road Improvement District #15, Cottonwood Drive Property Segregation
- 08-526 Franchise Authorization for Public Hearing on Application of Wyckoff Farms, Inc.
- 08-527 Franchise Authorization for Public Hearing on Application of C&M Orchards, Inc.
- 08-528 Inmate Barber Services Contract
- 08-529 Contract Amendment Between District Court and Amelia Uvalle
- 08-530 Contract Amendment Between District Court and Mark Rudeen
- 08-531 Numbering Stamp Skipped
- 08-532 Contract Amendment Between Juvenile Justice and Gloria Larson
- 08-533 Contract Amendment Between Juvenile Justice and Mark Rudeen
- 08-534 Approval of the Benton County Relocation Expense Policy
- 08-535 Increase the Workers' Compensation Time Loss Revolving Fund
- 08-536 Approving Change Order Number Two for Architectural and Engineering Services for the Horse Heaven Vista Park Renovation
- 08-537 Approving the Purchase of Movable Shelving for the Property Room Located at the Benton County Jail
- 08-538 Amending the 2008 One Year Road Program for Hess Road Bridge

- 08-539 Amending the 2008 One Year Road Program for Sellards Road Improvements
- 08-540 Amending the 2008 One Year Road Program for Leslie Road Improvements
- 08-541 Surface Transportation Program for Construction of Webber Canyon Road –
Dennis Road to Kiona

There being no further business before the Board, the meeting adjourned at approximately 11:30 a.m.

Clerk of the Board

Chairman



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF ALTERNATE DATES FOR BUDGET HEARINGS, 2009
BENTON COUNTY BUDGETS**

WHEREAS, RCW 36.40.071 allows the county commissioners to set alternate dates for budget hearings; **NOW THEREFORE**,

BE IT RESOLVED that the following dates are hereby adopted for the 2009 budget preparation:

- August 6 Auditor's Office budget call letter to departments for estimates of revenues and expenditures, goals, objectives, milestones, and performance activity measures;
- August 29 Departments return final estimates of revenues and expenditures, goals, objectives, milestones, and performance activity measures to the Auditor's Office;
- October 3 Auditor's Office submits the preliminary budget to Board of Commissioners;
- October 14 Budget workshop;
- October 21-24 Budget workshops;
- November 9 First publication of notice of county budget hearings for final budgets;
- November 16 Second publication of notice of county budget hearings for final budgets;
- November 24 Public hearing and adoption of final budgets.

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

RESOLUTION

b

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, DEPARTMENT NUMBER 110.

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 _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Facilities, Auditor, L. Ivey

C. McKenzie

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Facilities

Dept Nbr: 110

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
539-500	4701	Utilities	\$2,066	539-500	9503	ER&R - Vehicle Rental	\$2,066
TOTAL			\$2,066	TOTAL			\$2,066

Explanation:

Rental for vehicle for Roy Rogers, not planned for in the budet process.

Prepared by: Cami McKenzie

Date: 15-May-2008

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 06/02/08 Subject: <u>Benton-Franklin Mounted Sheriff's Posse</u> Prepared by: <u>dgg</u> Reviewed by: <u>Isk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with Benton-Franklin Mounted Sheriff's Posse. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

This Lease Agreement allows the Main Arena, 4-H Arena, and Building 3 to be used on June 12-14, 2008 for the Annual State Posse Meet.

Compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased.

The Deputy County Administrator recommends approval of the Lease Agreement with the Benton-Franklin Mounted Sheriff's Posse.

RECOMMENDATION

Move the Lease Agreement with the Benton-Franklin Mounted Sheriff's Posse be approved.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE BENTON COUNTY FAIRGROUNDS AND THE BENTON-FRANKLIN MOUNTED SHERIFF'S POSSE

WHEREAS, Benton-Franklin Mounted Sheriff's Posse will provide Benton County Fairgrounds with \$760.00 plus camping and stall fees to hold the Annual State Meet at the Fairgrounds on June 12-14, 2008; and

WHEREAS, compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Administrator recommends the Benton-Franklin Mounted Sheriff's Posse Lease Agreement be approved; **NOW, THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Benton-Franklin Mounted Sheriff's Posse shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Benton-Franklin Mounted Sheriff's Posse.

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 586-9211

LEASE AGREEMENT

TODAY'S DATE: **January 7, 2008**

LEASE AGREEMENT NUMBER: **025.08**

EVENT DATE(S): **June 12-14, 2008**

NUMBER OF DAYS: **3**

BUILDING(S) / AREA: **Main Arena, 4-H Arena, Building 3, Horse Stalls**

LESSEE: **Benton-Franklin Mounted Sheriff's Posse,
a Washington Non-Profit Corporation**

MAILING ADDRESS: **PO Box 6406, Kennewick, WA 99336**

CONTACT: **Phil Clouse, Captain**

HOME PHONE: **545-9202** CELLULAR PHONE: **521-5505**

TIME OF THE EVENT: **8:00 am – 10:00 pm each day**

TYPE OF EVENT: **Annual Posse Meet**

ESTIMATED ATTENDANCE: **400**

SELLING TICKETS: YES NO **X**

THIS LEASE (AGREEMENT) is entered into effective upon the signature of both parties, between Benton-Franklin Mounted Sheriff's Posse (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

1. EVENT

- a. ANNUAL POSSE MEET IN THE MAIN ARENA, 4-H ARENA, ON JUNE 12-14, 2008 FROM 8:00 AM UNTIL 10:00 PM EACH DAY and BANQUET IN BUILDING 3 ON JUNE 14, 2008 WITH AN ESTIMATED ATTENDANCE OF 400 PEOPLE THROUGHOUT THE EVENT, hereafter referred to as the EVENT.

2. FACILITIES LEASED FOR THE EVENT

- a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the Facilities) to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on June 11, 2008 and June 15, 2008. LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

3. PAYMENTS

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ 760.00 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than May 28, 2008. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

4. CAMPING OVERNIGHT

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.
- b. A \$8.00 fee per day per tent/camper applies to units hooked up to water and electricity. A \$4.00 per day per tent/camper applies to units that do not hook up to water and electricity. LESSEE is responsible for collecting all camping fees. Camping fees must be turned into the Fairgrounds Administrative Office no later than two (2) business days after the EVENT. If payment is not received by such date, the entire otherwise refundable balance of the LESSEE'S damage/cleaning deposit will

be forfeited. IF THE REFUNDABLE PORTION OF THE DAMAGE/CLEANING DEPOSIT IS LESS THAN THE AMOUNT OF CAMPING FEES DUE, LESSEE REMAINS LIABLE FOR THE BALANCE OF THE CAMPING FEES. (Further details may be included in Exhibit A.)

5. CANCELLATION OF EVENT

- a. The parties recognize that cancellations made less than 60 days prior to the first event date will potentially cause the BCF to lose lease or rental revenue. The parties further recognize that for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages which shall become due and owing if Lessee cancels less than 60 days prior to the first day of the event:
 - 1. If the Cancellation is made less than 60 days prior to the first event date, then Lessee shall pay 25% of the Lease fee as liquidated damages;
 - 2. If the cancellation is made less than 30 days prior to the first event date, then Lessee shall pay 50% of the fee as liquidated damages.
- b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the BCF, and if any further amount is still due after such deduction, the Lessee may recover such amount due in the same manner as if it were seeking to recover any other sum due under this agreement, and may utilize any lawful means to do so.

6. CONCESSIONAIRES

- a. LESSEE and LESSOR agree that LESSEE may arrange for food and/or beverage service CONCESSIONAIRE(S) at the EVENT. LESSOR is entitled to 0 of the revenues generated by such CONCESSIONAIRE(S).

7. NOVELTIES/SOUVENIRS

- a. LESSEE warrants that there will be no novelties, souvenirs or similar merchandise sold at the EVENT.

8. DAMAGE / CLEANING DEPOSIT

- a. LESSEE must pay a damage/cleaning deposit of \$ 250.00 at the time LESSEE executes this Agreement. THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY LESSOR AND THE DAMAGE/CLEANING DEPOSIT IS RECEIVED. Damages to the Fairgrounds' resulting from the EVENT activities will be charged to the LESSEE at replacement cost plus labor; the cost of labor not exceeding the average cost for such labor in the Tri-Cities area. Charges for repairs will be subtracted from the damage/cleaning deposit, as may any other fees specified as subject to forfeiture of the damage/cleaning deposit elsewhere in this Agreement. The remaining balance, if any, of the damage/cleaning deposit, if any, will be returned to the LESSEE in approximately ten (10) business days after the EVENT date. If the damage/cleaning deposit is less than the amount of damage, LESSEE remains liable for the balance. Neither the Benton County Fairgrounds nor Benton

County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property.

9. **INSURANCE**

- a. LESSEE agrees to purchase, and maintain in force throughout the duration of this Agreement, **general liability insurance with a minimum coverage of one million dollars (\$1,000,000) per person with a general aggregate limit of two million dollars (\$2,000,000). Furthermore, said policy shall contain an endorsement providing insurance for liquor liability with a minimum coverage of \$1,000,000 per occurrence and in the aggregate.** Said policy shall name Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees as additional insured and shall include a provision prohibiting cancellation of said policy except after thirty (30) days prior written notice to LESSOR. The policy required by this paragraph shall be a "horse club and association liability policy" or horse owner's policy which specifically covers the hazards associated with horse riding activities. If horse racing, barrel racing or other type of hazardous activity other than ordinary horse riding is to be undertaken at the event, then the policy shall be specifically written to cover such hazardous activity. In any case, the policy may not exclude any activities reasonably expected to be undertaken, or actually undertaken, at the EVENT.
- b. LESSEE agrees to ensure that all participating riders are covered by a horse owner's liability or similar insurance policy either as a primary or additional insured. **Such horse owner's liability policy shall be for no less than one million dollars (\$1,000,000) per person, with a general aggregate limit of two million dollars (\$2,000,000),** and shall name Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees as additional insured, and shall include a provision prohibiting the cancellation of said policy except after thirty (30) days prior written notice to LESSOR. *No uninsured riders shall be permitted to ride in any event covered by this Agreement.*
- c. LESSEE shall ensure that all vendors and contractors for the EVENT are either covered by their own insurance policies, covered by a policy purchased through LESSOR specifically for this EVENT, or added as an additional insured on LESSEE'S policy in the following amounts:
 1. If the vendor or contractor will be serving or supplying alcoholic beverages, or will be involved in the determination of whether or not to serve someone, including verification of age, and verification of level of intoxication of patrons, then the policy must be a **commercial general liability policy with limits of one million dollars (\$1,000,000) per incident and a two million dollar (\$2,000,000) general aggregate, and further must have a liquor liability endorsement with limits of one million dollars (\$1,000,000) per incident, and one million dollars (\$2,000,000) general aggregate.**

2. If the vendor or contractor will be serving food or food items, or beverages other than alcoholic beverages of any type, then the policy must be a **commercial general liability policy which does not exclude claims for food poisoning, and must have limits of one million dollars (\$1,000,000) per incident, and two million dollars (\$2,000,000) general aggregate.**

d. *Policies sufficient to meet these requirements may be available for purchase directly through LESSOR for this EVENT only, if any such vendors are not otherwise covered by appropriate insurance.*

e. LESSEE is responsible for enforcing the above stated insurance requirements and requiring written proof from the vendors and contractors. No later than ten (10) business days prior to the EVENT, LESSEE shall provide to LESSOR proof, in the form of unaltered ACORD insurance certificates, of insurance as required above. In the case of liquor liability and food poisoning coverage, the proof must also include applicable endorsements and/or copies of the exclusions pages to evidence that such coverage is afforded.

f. All insurance required by this section shall cover losses which occur during the covered period, regardless of when the claim is filed, i.e. cannot be "claims made" policies.

g. All insurance policies required by this section shall be primary to any insurance policies or policies of self-insurance carried by LESSOR;

h. The limits required by this section are not intended to an indication of liability nor are they to be considered limits on amount of indemnification;

i. LESSEE SHALL PROVIDE, NO LATER THAN THIRY (30) DAYS PRIOR TO ANY EVENT COVERED BY THIS AGREEMENT, PROOF OF ALL FORMS OF INSURANCE REQUIRED IN THIS SECTION. THIS PROOF SHALL CONSIST OF A CERTIFICATE OF INSURANCE NAMING "BENTON COUNTY FAIRGROUNDS" AS CERTIFICATE HOLDER, AS WELL AS COPIES OF ALL KEY PROVISIONS, EXCLUSIONS, AND ENDORSEMENTS FROM THE POLICY INCLUDING THE REQUIRED ADDITIONAL INSURED LANGUAGE.

10. PERMITS

a. All necessary city and/or state permits and/or licenses must be obtained and presented to LESSOR prior to the first day of the EVENT, or the first day of set up if applicable.

11. SECURITY

a. LESSEE takes full responsibility for the safety and well being of participants while they are participating in the EVENT. LESSEE is responsible for inspecting the building and premises and ensuring that they are sufficient to provide for the safety and security of event participants. LESSOR will make all reasonable attempts to

honor requests for a walk through of premises and buildings to be leased provided that such walk through will be by appointment only, during regular business hours.

- b. LESSEE shall designate a primary and secondary contact person for purposes of the EVENT. These contact persons shall be persons who have authority, during the EVENT, to direct how the EVENT is being operated, including the operations of any vendors (such as music DJs, food concessionaires, etc). Within ten (10) days following execution of this contract, LESSEE shall furnish LESSOR with these contact persons on a form provided by LESSOR including cellular telephone numbers which will allow these persons to be contacted AT ALL TIMES DURING THE OPERATION OF THE EVENT and copies of their photo ID. Depending on the size of the event, LESSEE may designate more contact persons at LESSEE'S discretion, but shall do so in writing. If event security or law enforcement officers responding to any incident at the event are unable to contact any designated contact for a period of 15 minutes or longer, then LESSOR shall have the option to terminate the EVENT and LESSEE'S license to use the facility pursuant to this Agreement.
- c. LESSEE is responsible for hiring security personnel of sufficient skill, and sufficient number to ensure the safety and security of the EVENT and its participants. LESSEE is responsible for choosing the security company and contracting with them for services. PROVIDED that the following minimum standards for security services shall be observed:
 1. The security services contracted for shall be from a licensed and bonded security company authorized to do business in the State of Washington.
 2. The minimum staffing level shall be one security guard for every 100 participants, with a minimum of two security guards hired for the EVENT.
 3. LESSEE is responsible for ensuring the security services meet the minimum staffing levels above even if actual number of participants exceeds the anticipated number of participants.
- d. LESSEE shall provide written proof of compliance with the minimum-security requirements for the EVENT to LESSOR no less than fifteen (15) days prior to the date of the EVENT, or the first day thereof. Proof must be in the form of a signed contract as well as full contact information of the security company for verification purposes. If proof is not so supplied, then the EVENT will be deemed to be cancelled, LESSEE'S license to use the facilities on the EVENT date(s) will be nullified, and the provisions of the cancellation policy will be utilized.
- e. In addition to the security services provisions above, since alcoholic beverages will be consumed at the EVENT, LESSOR may contract with appropriate law enforcement agencies to provide uniformed police officers at the EVENT at LESSEE'S expense. The number of officers necessary will be determined solely by LESSOR in consultation with the appropriate law enforcement agencies. If LESSOR elects to contract with law enforcement agencies as provided herein, then LESSOR shall inform LESSEE in writing of this election, including the total cost of the police

officers' services. LESSEE shall pay these total costs prior to the first day of the EVENT and will not be provided access to the premises if such is not paid.

- f. If, at any time, circumstances of the EVENT cause LESSOR or the law enforcement agencies contracted to determine, in their sole discretion, that additional police officers should be hired for the EVENT to ensure the safety of the EVENT, then LESSOR may hire additional police officers for the EVENT. Under such circumstances, LESSEE will be responsible for the additional costs incurred by LESSOR and such additional costs may be deducted by the cleaning or other such deposit.
- g. The police officers hired for this EVENT shall have primary security responsibilities for the EVENT and will also enforce all state and local laws. At all times when the EVENT is active, LESSEE'S designated contact person(s) shall be available for contact by the police officers. Upon demand by the police officers or any one of them, LESSEE or LESSEE'S designated contact shall provide proof of compliance with all permit or license requirements including liquor serving permits. Failure to provide such upon demand, or failure of the designated contact person(s) to be available for contact shall be a breach of this Agreement.
- h. Police officers hired by LESSOR for this EVENT shall have the authority to shut down the EVENT and exclude persons from LESSOR'S property for any of the reasons set out in this Agreement or otherwise provided for by law.

12. SERVING ALCOHOL

- a. LESSEE is required to obtain a BANQUET PERMIT and meets the following conditions.
 - 1. Attendance is by invitation only.
 - 2. Liquor may not be served to anyone who appears intoxicated or who is under 21 years of age.
 - 3. All liquor must be purchased at retail and must be consumed between the hours of 6:00 am and 2:00 am.
 - 4. The sale of liquor by individual drink is prohibited.
- b. The LESSEE agrees to abide by and enforce within the EVENT the County Policies regarding the presence of alcohol or the use of alcoholic beverages on County leased property.
- c. LESSOR'S POLICY IS THAT NO LIQUOR BE CONSUMED BY ANY INDIVIDUAL UNDER TWENTY-ONE (21) YEARS OF AGE. VIOLATION OF THE POLICY SHALL CONSTITUTE A SUBSTANTIAL AND SIGNIFICANT BREACH OF THE AGREEMENT AND IF LESSOR LEARNS OF SUCH VIOLATION, LESSOR SHALL HAVE THE AUTHORITY TO IMMEDIATELY TERMINATE THE EVENT.

13. NOISE CONTROL

- a. Noise is considered a nuisance if it exceeds 55 decibels between the hours of 6:00 am and 8:00 pm and 45 decibels between the hours of 8:00 PM and 6:00 AM (Kennewick Municipal Code Title 9 Health Sanitation). Decibel reading will be taken at the intersection of 10th Street and Oak Street.
- b. If a reasonable complaint is received alleging excessive noise, the Lessee will be given a warning to reduce the noise level. The volume and bass must be reduced to an acceptable level and remain there. A second complaint will result in the event being continuously monitored by a BCF representative at Lessee's cost in the amount of \$100.00 per hour, which may be deducted from the damage/cleaning deposit. A third complaint will result in the event being shut down and all parties asked to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility. A complaint which results in a citation being issued or arrest being made pursuant to Kennewick code 9.48.010 and 9.48.020, or any other applicable state or local law, shall also result in the event being shut down and all parties required to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility.

14. HORSE STALLS

- a. LESSEE shall pay \$5.00 per stall per day for every horse stall used during the EVENT. The LESSEE is responsible for collecting all stall fees, which must be turned into the Fairgrounds Administrative Office no later than two (2) business days after the EVENT. If payment is not received by such date, the entire otherwise refundable balance of the LESSEE'S damage/cleaning deposit will be forfeited. If the refundable portion of the damage/cleaning deposit is less than the amount of stall fees accrued, LESSEE remains liable for the additional stall fees accrued.

15. TERMINATION OR AMENDMENT

- a. Unless otherwise specified herein, the LESSOR reserves the right to terminate or amend this agreement at any time by giving the LESSEE thirty (30) days written notice. Notice will be assumed to be received on the day (except Sundays) following the date when it is addressed to Lessee's address and mailed by first class and certified mail.

16. INDEMNIFICATION AND HOLD HARMLESS

- a. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected and appointed officials employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, LESSEE or LESSOR'S property or any other activity or omission

which results in civil liability of any sort or type) in any manner caused by, resulting from incident to, connected with or arising out of LESSEE'S use of the facilities or performance under this agreement, unless such injury, death or damage is caused by the sole negligence of LESSOR. In the event of litigation between the parties to enforce the rights under this paragraph, LESSOR shall be entitled to attorney's fee and all other costs incurred in establishing its rights. LESSEE'S obligations pursuant to this article include investigating, adjusting and defending any cause of action or claim falling within the parameters as set out in this article.

17. FAIRGROUNDS CONTACT

a. The following person(s) is the contact representative of the Benton County Fairgrounds:

Jeff	543-0060
Farrin	543-0060
Denise	546-0060

b. This person(s) may be contacted for the following reasons:

1. To access locked locations of the Fairgrounds for functions essential to the EVENT;
2. In the event of malfunction of services or equipment essential to the EVENT.

c. This person(s) SHALL be contacted (any one of them) if any of the following occurs:

1. The police department is summoned to the scene for any criminal investigation which takes place on the premises of the Fairgrounds;
2. The fire department or an ambulance is summoned to the scene for an incident involving injury or illness to a person on the premises of the Fairgrounds;
3. LESSEE is unable to ensure that all persons have left the premises of the Fairgrounds at the termination of the EVENT;
4. There is a situation such as a fire, explosion or structural failure, which results in substantial damage to LESSORS' property and/or injury to persons.

18. POLICIES AND PROCEDURES

In signing this Lease Agreement, the LESSEE signifies that said LESSEE has been provided a copy of the Policies and Procedures governing the use of the Benton County Fairgrounds and has had an opportunity to review those policies and procedures. The parties agree that the provisions contained within the Policies and Procedures manual are hereby incorporated into this Agreement and any violation of such provisions shall constitute a breach of this Lease Agreement.

I, Phil Clouse, Captain (name and job title/position) have read and fully understand this Agreement. I hereby certify that I have the authority to bind Benton-Franklin Mounted Sheriff's Posse to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this Agreement and for any breach that occurs under the Agreement. I agree to abide by the conditions set forth in this Lease Agreement and assume the responsibility for enforcing these policies.

LESSOR: BENTON COUNTY

**LESSEE: Benton-Franklin
Mounted Sheriff's Posse**

BY: _____
Chairman of the Board

BY: BFNSP - Phil Clouse
Date: 5/2/08

Date: _____

Name: Phil Clouse
Title: Captain

Approved as to form:

BY: _____
Civil Deputy Prosecutor

EXHIBIT A
FEES APPLICABLE TO LESSEE'S LICENSE TO USE THE FACILITIES

DAMAGE/CLEANING DEPOSIT

Refundable in approximately ten (10) business days after the EVENT, only if the building and/or rented area is completely clean, all garbage in dumpster(s), and tables and chairs re-stacked.

DEPOSIT TOTAL: \$ 250.00

BUILDING(S) AND/OR AREA(S) FEES

Building # 3 \$ 50.00 X 1 Days = \$ 50.00
 Main Arena and 4-H Arena \$ 200.00 X 3 Days = \$ 200.00

BUILDING(S)/AREA TOTAL: \$ 250.00

EQUIPMENT RENTAL FEES

Included in Building Rate: 25 Tables, 150 Chairs, 30 Picnic Tables

EQUIPMENT RENTAL TOTAL: \$ 0

LESSOR FURNISHED INSURANCE FEES

Lessee will provide.

INSURANCE TOTAL: \$ 0

SECURITY FEES

Lessee will provide.

SECURITY TOTAL: \$ 0

REFUSE DISPOSAL FEES

Bin Size	Number	Cost	Total
4 Yard Bin	3	Included	0

REFUSE TOTAL: \$ 260.00

OTHER FEES

Camping Fees: \$ 8.00 per day/camper with hookups
 \$ 4.00 per day/camper without hookups
 Horse Stall Fees: \$ 5.00 per day/stall

Camping and horse stall fees need to be collected by the Lessee and paid to BCF within 2 business days.

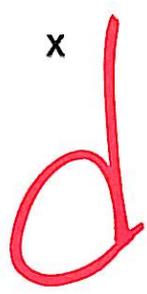
NAME: Benton-Franklin Mounted Sheriff's Posse

EVENT DATE: June 12 – 14, 2008

SUMMARY OF FEE(S)

Damage/Cleaning Deposit	\$ <u>250.00</u>
Building(s)/Area Fees	\$ <u>250.00</u>
Equipment Fees	\$ <u>0</u>
Insurance Fees	\$ <u>0</u>
Security Fees	\$ <u>0</u>
Refuse Disposal Fees	\$ <u>260.00</u>
Other Fees	\$ <u>Camping and Stall Fees</u>

TOTAL FEE: \$ 760.00
Plus Camping and Stall Fees

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>6-2-2008</u> Subject: <u>CPM Development Corporation</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop
Prepared by: <u>Linda Ivey</u>		
Reviewed by: <u>Loretta</u>		

SUMMARY BACKGROUND INFORMATION

CPM Development Corporation d/b/a Central Pre-Mix Concrete Co. presently leases the gravel pit at the Benton County Fairgrounds, which was approved by Resolution 05-555.

The present lease expires on June 30, 2008.

CPM Development Corporation desires to lease the premises for another 3-year term.

The Prosecuting Attorney has reviewed the Lease.

Ross Dunfee, Public Works Director, has provided valuable assistance in meeting with Craig Mayfield, CPM Development's General Manager to discuss a number of details of the Lease.

RECOMMENDATION

Approve the Lease Agreement between the Benton County Fairgrounds and CPM Development Corporation d/b/a Central Pre-Mix Concrete Co.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN BENTON COUNTY AND CPM DEVELOPMENT CORPORATION, d/b/a CENTRAL PRE-MIX CONCRETE CO.

WHEREAS, Benton County and CPM Development Corporation have a current lease that expires on June 30, 2008 approved by Resolution 05-555; and

WHEREAS, the Board of Benton County Commissioners, pursuant to the Benton County Real Property Management Policy approved by Resolution 07-752, desire to lease the following premises owned by Benton County, Lot 2, Short Plat 1253, as recorded in Vol. 1 of Short Plats, Page 1253, Auditor's Fee #862887, records of Benton County, all in Section 8, Township 8 North, Range 30 East, WM, except, all Lessor road right of ways thereon, **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that Benton County hereby leases to CPM Development Corporation, d/b/a Central Pre-Mix Concrete Co., in consideration of and subject to the terms, conditions, and covenants set forth in the attached Lease Agreement the following premises owned by Benton County, Lot 2, Short Plat 1253, as recorded in Vol. 1 of Short Plats, Page 1253, Auditor's Fee #862887, records of Benton County, all in Section 8, Township 8 North, Range 30 East, WM, except, all Lessor road right of ways thereon

Dated this _____ day of _____, 2008

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**BENTON COUNTY FAIRGROUNDS
1500 SOUTH OAK STREET
KENNEWICK, WASHINGTON 99337
PHONE: (509) 586-9211 - FAX: (509) 582-1894**

**RECEIVED
MAY 19 2008
CPM TRI-CITIES**

LEASE AGREEMENT

TODAY'S DATE: 2-01-2008 CONTRACT NUMBER: 40.08

LEASE DATE: July 1, 2008 to June 30, 2011

LESSEE: CPM Development Corporation, d/b/a Central Pre-Mix Concrete Co.

MAILING ADDRESS: P.O. Box H, Pasco, WA 99302

CONTACT: Craig Mayfield, General Manager

PHONE: 509-545-8405

This Lease Agreement (Lease) is entered into, effective upon the signature of both parties, between CPM DEVELOPMENT CORPORATION, a corporation organized under the laws of the State of Washington, with its principal place of business at 11919 Harris Rd, Pasco, WA (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

1. LEASE OF PREMISES.

LESSOR, in consideration of the mutual covenants herein, and subject to the terms, conditions and provisions contained herein, Leases to LESSEE, exclusively, the Premises described below, for the purposes described in Section 2 below. LESSEE accepts such Lease under the terms and conditions hereinafter set forth.

2. PURPOSE

The lease of real property contemplated by this Lease, shall be for the purposes of allowing LESSEE to (a) enter upon and remove sand and gravel from the Premises, and (b) operate a rock, sand, and gravel crushing, sorting, and washing operation. The Premises are located at the Benton County Fairgrounds.

3. REAL PROPERTY LEASED

LESSEE hereby leases from LESSOR the following described real property situated in Benton County, Washington:

Lot 2, Short Plat 1253, as recorded in Vol. 1 of Short Plats, Page 1253, Auditor's Fee #862887, records of Benton County, all in Section 8, Township 8 North, Range 30 East, WM, EXCEPT, all LESSOR road right of ways thereon.

LESSEE represents that said real property (the Premises) will be used for the purposes described above. If at any time during the life of the Lease LESSEE fails to use the Premises for the purpose leased or engages in illegal activity upon the Premises, as determined by Benton County, without first obtaining permission in writing from the Board of Benton County Commissioners to do so, then LESSEE shall be in default and LESSOR shall have the right to immediately declare LESSEE'S rights hereunder forfeited. In such event, LESSEE shall nevertheless be obligated to comply with the provisions of Section 7 below concerning removal of property from the Premises and Section 22 below concerning the condition of the Premises.

4. COMPENSATION

Compensation by LESSEE to LESSOR shall be computed on the basis of the amount of materials removed from the Premises, subject to the minimum compensation amounts set forth below. In Consideration for the Premises, LESSEE agrees to pay the following:

- a) During the years beginning July 1, 2008 through June 30, 2011 the rate of compensation shall be as set forth below provided that in the event the LESSEE removes less than 25,000 cubic yards of material from the Premises during any calendar year, LESSEE shall pay LESSOR the minimum amount of compensation set forth below for such year:

<u>Year</u>	<u>Rate per Cubic Yard of Material Removed</u>	<u>Minimum Compensation per Year</u>
7/1/08 – 6/30/09	.45 cents	\$11,250.00
7/1/09 – 6/30/10	.45 cents	\$11,250.00
7/1/10 – 6/30/11	.45 cents	\$11,250.00

- b) LESSEE shall pay the compensation as herein provided to LESSOR monthly, on or before the 10th day of the following month. Any necessary adjustment of compensation, in the event the minimum annual compensation amount is applicable, shall be made in the payment for June due on or before July 10.
- c) In the event this Lease is terminated at a time other than the end of the calendar year and prior to expiration of the term hereof, LESSEE shall compensate LESSOR for the portion of the year prior to termination in an amount equal to (i) the quantity of materials removed from the Premises during the year multiplied by the applicable rate for compensation, or (ii) the percentage of the minimum compensation amount to that year equal to the percentage of the year preceding termination, whichever amount is greater.

5. TERMINATION

Time is of the essence hereof. In the event either party shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this Lease or the rules and regulations applicable to the Premises and if such default or violation shall continue or shall not be remedied within ten (10) days after notice in writing thereof is given by non-breaching party, specifying the matter claimed to be in default, then the non-breaching party, at its option may immediately (or at any time thereafter): declare the other party's rights under this Lease terminated. In the case of LESSOR, in such event the LESSOR may reenter the Premises using such force as may be necessary and repossess the Premises, and/or remove all persons and property from the Premises. If the default is non-monetary, no default is deemed to have occurred so long as the party receiving notice of default is diligently undertaking the cure thereof. Notwithstanding the foregoing, there shall be no notice requirement if, by engaging in illegal conduct upon the Premises or engaging in conduct contrary to this Lease, LESSOR forfeits this Lease as provided in Section 3 above.

6. IMPROVEMENTS

It is agreed that LESSEE currently plans no improvements on the Premises in addition to any already existing, and that no buildings, structures, or other improvements shall be

made on or to the LESSEE without the prior written authorization of the Board of Benton County Commissioners, provided however, that LESSEE shall have the right to construct, install and maintain a rock crushing plant, wash plant and related equipment. All buildings, structures, or other improvements on or to the Premises are deemed a part of the Premises and shall belong to and become the property of LESSOR at the termination or expiration of this Lease at no cost to the LESSOR.

7. MATERIALS

Any and all materials stockpiled or otherwise located on the Premises at the termination or expiration of this Lease shall, at the LESSOR'S option, either be removed by LESSEE or become the property of the LESSOR. LESSEE shall not remove any such materials unless after the termination or expiration of this Lease unless LESSOR requests in writing that LESSEE do so. If LESSEE fails to make requested removal, LESSOR shall remove such material and LESSEE shall reimburse LESSOR within thirty (30) days for removal expense.

8. OVERBURDEN

LESSEE shall retain and stockpile upon the Premises, for future use on the Premises, all overburden or excess materials that result from the extraction of sand and gravel from the Premises.

9. GREENBELT AND WATER USE

LESSEE shall maintain the existing greenbelt, 50 feet in width, planted with appropriate trees at a spacing not to exceed 50 feet, along the East boundary of the leased premises, utilizing wastewater on the premises for irrigation of the greenbelt. Furthermore, LESSEE shall not excavate, disturb or damage that portion of the property that is within 50 feet of the West boundary, and should LESSOR decide to establish a similar greenbelt along the West boundary of the Premises, LESSEE agrees to cooperate with LESSOR in modifying the existing vegetation and establishing and maintaining said greenbelt. Additionally, Lessee shall, provide a four inch irrigation line to the West Boundary of the leased premises providing excess wastewater to this area and for use by the Benton County Fairgrounds. Lessee shall maintain such line and make excess wastewater so available during term of this lease ~~Lease~~ DELETE

10. ROAD MAINTENANCE

LESSEE shall maintain the internal access road on the Premises in a manner that will control fugitive dust.

11. SITE RECLAMATION

LESSEE shall fully comply with the terms and conditions of surface mining permits issued by the Washington State Department of Natural Resources for the Premises and shall, for all periods of time it engages in the activities contemplated by this Lease, maintain such mining permits with all applicable agencies of Federal, State and/or local

government. LESSEE shall provide the LESSOR with an approved site reclamation plan and copies of the applicable permits.

12. NO WASTE

LESSEE shall not deposit any waste materials on the Premises without the written permission of LESSOR. No waste shall be buried on the Premises unless approved in writing by both the LESSOR and the Benton-Franklin Health Department.

13. RECORDS

LESSEE shall maintain accurate records and accounts for its operations on and use of the Premises, including accurate and complete records of all materials excavated from the Premises, removed from the Premises and stockpiled on the Premises. The LESSEE shall provide the LESSOR with a copy of any annual reports the LESSOR provides to the Department of Natural Resources. The LESSOR shall be entitled to inspect and review LESSEE'S records and accounts for its operations on and use of the Premises at all reasonable times. All records required to be maintained shall be so maintained for a period of no less than six (6) years in either original physical form or in such other form as is approved by the State Archivist.

14. INSURANCE

The LESSEE shall procure and maintain in force throughout the term of this Lease, insurance of the following types that meet the stated criteria:

- a) Commercial general liability insurance with limits of \$3,000,000 per person, accident or incident, with a general aggregate of no less than \$3,000,000. The insurance policy procured to satisfy this requirement shall insure against all forms of bodily injury or death to persons, personal injury, advertising injury, property damage and destruction and damage to business or intellectual property. LESSOR shall be added as an additional insured on this policy, and the policy shall further state that it may not be canceled except upon 45 days notice to LESSOR. LESSEE shall not undertake to cancel this policy unless an alternate policy, which meets the required criteria, is to be substituted, with no lapse in coverage.
- b) Industrial insurance – LESSEE shall ensure that all of its bona fide employees, authorized agents or any other person who assists in the operation or administration of the property who is actually at the site, whether consideration is paid for their services or not, is covered by industrial insurance through the Department of Labor and Industries. LESSEE shall further procure employer's liability insurance providing coverage for disease or injury of employees with a limit of no less than \$1,000,000. Such employer's liability policy may be a stand-alone policy or may be an integral party of a commercial general liability policy. **No person who is not covered under an applicable industrial insurance policy may do any work associated with the administration or operation of the property.**

Furthermore, all insurance policies required shall comply with the following additional criteria:

- 1) The LESSEE'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the LESSOR, its elected and appointed officers, officials, employees and agents.
- 2) The LESSOR, its officers, officials, employees and agents shall be named as additional insured with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
- 3) The LESSEE'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the LESSOR as an additional insured.
- 4) Any failure to comply with reporting provisions of the policies shall not affect the liability under this Lease of LESSOR, its officers, officials, employees or agents.
- 5) The LESSEE'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) The LESSEE shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- 7) The insurance limits mandated for any insurance coverage required by this Lease are not intended to be an indication of exposure nor are they limitations on indemnification.
- 8) The LESSEE shall maintain all required policies in force for the duration of this Lease. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. The required liability policy may not be a "claims made" policy and must cover all losses within the coverage period regardless of when the claim is actually made.
- 9) All insurance required under this Lease 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 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) Within ten (10) days after the effective date of this Lease, LESSEE shall furnish the LESSOR with properly executed and unaltered accord form certificates of insurance or signed policy endorsement(s) which shall clearly evidence all required insurance hereunder. The certificates will, at a minimum, list limits of liability and coverage. Any certificate or endorsement limiting or negating the insurer's obligation to notify the LESSOR of cancellation or changes shall be altered so as not to negate the intent of this provision.
- 11) The LESSEE shall furnish the LESSOR with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the LESSOR as an additional insured or a copy of the additional insured provision of the policy.
- 12) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the LESSOR'S Contract Representative. The address of the certificate holder shall be shown as the current address of the LESSOR'S Contract Representative. LESSOR'S Contract Representative is identified in subsection 14 of this Section 14.
- 13) The LESSEE shall provide LESSOR a copy of an Employer Liability Certificate from the State of Washington Department of Labor & Industries (L&I) website showing the following information:
 - i) LESSEE is properly registered,
 - ii) LESSEE'S account number, and
 - iii) LESSEE'S account is current and all reports and premiums have been paid through the most recent quarter.
- 14) All written notices under this Section 14 and notice of cancellation or change of required insurance coverage shall be mailed to the LESSOR at the following address:

Risk Manager
Benton County Prosecuting Attorney's Office
7320 W. Quinault Avenue
Kennewick, WA 99336

- 15) The LESSEE or its broker shall provide a copy of any and all insurance policies specified in this Lease upon request of the Benton County Risk Manager.
- 16) LESSEE is self-insured for worker's compensation coverage, evidence of its status, as a self-insured entity shall be provided to LESSOR. If requested by LESSOR, LESSEE must describe its financial condition and the self-insured funding mechanism.

15. ASSIGNMENT AND SUBLETTING

Neither this Lease nor any interest hereunder shall be assigned or the Premises sublet without the assignment or subletting being first authorized by resolution of the Board of Benton County Commissioners and the consent in writing of a least two (2) members of the Board endorsed thereon.

16. PERMITS

All necessary city and/or state permits and/or licenses must be obtained and presented to LESSOR prior to the first day of the Lease, or the first day of set up if applicable. Failure to obtain such permits will be deemed a cancellation of the Lease by LESSEE.

LESSOR shall obtain a surface mining permit from the Department of Natural Resources and comply with the conditions thereof.

17. WAIVER

Failure of LESSOR to take any action with respect to any action or inaction in breach of violation of this Lease by LESSEE shall not constitute a waiver of any of the LESSOR'S rights under this Lease, and no express waiver shall effect any default other than the default specified in the express waiver and that only for the time and the extent therein stated.

18. RIGHT OF ENTRY RIGHT OF ENTRY

LESSOR reserves the right to enter upon the premises at reasonable hours to inspect the premises and to verify compliance with the provisions of this lease. LESSEE does not maintain exclusive rights to the property during the term of the lease and should not have any expectation of privacy from lessor as to any activities undertaken in or upon the property, or anything stored in or upon the property except those stored within closed or locked containers.

19. COMPLIANCE WITH LAWS

LESSEE shall comply with all laws of the United States and the State of Washington, all municipal ordinances, and all lawful orders of police and fire departments or any other municipal authority; and will obtain, and pay for all necessary permits, taxes and licenses; and will not violate any law, ordinance, rule or order with respect to its rights and responsibilities under this Lease. LESSEE shall immediately upon receipt of notice thereof by LESSOR or any regulatory authority, correct any violation attributable to the

LESSEE. Failure to do so will be deemed an event of default and this Lease shall be subject to termination as set forth in Section 5 above. LESSEE and its representatives will be responsible for all costs attributable to any such violation; and, LESSEE forfeits all rights to any compensation paid to LESSOR prior to the date of any such violation.

20. LESSOR ACTIVITIES ON PREMISES

LESSOR is authorized to and shall maintain a catch basin and related culvert system on the Premises for drainage purposes.

21. INDEMNIFICATION AND HOLD HARMLESS

- a) The LESSEE shall hold harmless, indemnify and defend the LESSOR, 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 or damage to property or business, caused by or arising out of the LESSEE'S acts, errors or omissions in the performance of this Lease. PROVIDED, that the LESSEE'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the LESSOR, its officers, officials, employees or agents.
- b) In any and all claims against the LESSOR, its officers, officials, employees and agents by any employee of the LESSEE, 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 LESSEE 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 LESSEE expressly waives any immunity the LESSEE might have had under such laws. By executing this Lease, the LESSEE acknowledges that the parties have mutually negotiated the foregoing waiver and that the provisions of this Section shall be incorporated, as relevant, into any contract the LESSEE makes with any subcontractor or agent performing work hereunder.
- c) The LESSEE'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 LESSEE, the LESSEE'S employees, agents or subcontractors.
- d) LESSOR shall defend, indemnify and hold harmless LESSEE against all claims and demands, whether for injuries to persons, loss of life or damage to property, occurring within the Premises and/or arising directly out of the use and occupancy of the Premises by LESSOR and or its officers, officials, employees and agents, excepting, however, such claims and demands

whether for injuries to persons, loss of life, or damage to property caused by the act(s) or omission(s) of the LESSEE, or its agents, employees, or persons acting on behalf of LESSEE, or any combination of such persons.

22. CONDITION OF PROPERTY ON SURRENDER

Upon expiration or earlier termination of this Lease, LESSEE shall ensure that the Premises, including all improvements and appurtenances thereof, are presented to LESSOR in substantially the same condition as at the inception of this Lease, reasonable consequences of LESSEE'S authorized use excepted. LESSEE shall take all reasonable steps to safeguard the Premises, shall not allow waste on LESSOR'S Premises, and shall immediately notify LESSOR if it learns of any substantial damage or destruction of or to LESSOR'S property. Except as otherwise mutually agreed in writing, LESSEE shall not alter the structure of any real property or improvement belonging to LESSOR, and shall not erect any permanent or temporary structure thereon. LESSEE shall not alter the access into or upon the Premises by changing locks, adding locks, blocking doors, installing alarm systems or installing any other system which would inhibit or impair the ability of LESSOR'S representative from going in or upon the Premises as needed.

23. CONTRACT REPRESENTATIVE:

The parties' representatives are as follows:

- a. For LESSEE: Craig Mayfield, Vice President,
CPM Development Corporation, d/b/a
Central Pre-Mix Concrete Co.
P.O. Box H
Pasco, WA 99302
(509) 545-8405

- b. For LESSOR: Linda Ivey, Finance Manager
Benton County Commissioners' Office
7122 W. Okanogan Pl, Building A
Kennewick, WA 99336
(509) 736-3082

During all periods of time when this Lease is in effect, each party shall have a representative. Either party may change their representative at any time with written notice to the other party.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS LEASE AGREEMENT WAS MUTUALLY NEGOTIATED.

I, Craig Mayfield, Vice President (name and job title/position) have read and fully understand this Lease Agreement. I hereby certify that I have the authority to bind CPM Development Corporation, a Washington corporation, d/b/a Central Pre-Mix

Concrete Co. to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this Lease Agreement and for any breach that occurs under this Lease Agreement. I agree to abide by the conditions set forth in this Lease Agreement and assume the responsibility for enforcing these policies.

LESSOR: BENTON COUNTY

LESSEE: CPM Development Corporation

BY: _____

Chairman of the Board

19. Date _____

BY: Craig Mayfield

Date: 5/19/08

Name: CRAIG MAYFIELD

Title: VICE-PRESIDENT

Approved as to form:

BY: _____
Civil Deputy Prosecutor

**BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET**

COPY 

AGENDA ITEM		TYPE OF ACTION NEEDED			
Meeting Date:		Execute Contract	<input type="checkbox"/>	Consent Agenda	<input checked="" type="checkbox"/>
Subject:	Joint Resolution for Appointment to	Pass Resolution	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>
	the Developmental Disabilities Advisory Board	Pass Ordinance	<input type="checkbox"/>	1 st Discussion	<input type="checkbox"/>
Prepared by:	Carol Carey	Pass Motion	<input type="checkbox"/>	2 nd Discussion	<input type="checkbox"/>
Reviewed by:		Other	<input type="checkbox"/>	Other	<input type="checkbox"/>

BACKGROUND INFORMATION

The Counties' Developmental Disabilities Advisory Board (DDAB) is a nine member board which reviews developmental disabilities service programs and contracts and provides recommendations to the Boards of County Commissioners for contracting and planning.

SUMMARY

Darlene Pinney and Beki Hissam has resigned their positions on the Board and Linda Schroeder and Melanie Olson has expressed interest in being appointed to the Developmental Disabilities Advisory Board. The Advisory Board will be at full capacity with this appointment.

RECOMMENDATION

1st Sign the Joint Resolution to appoint Linda Schroeder and Melanie Olson to fill the vacant terms which will expire December 31, 2009.

FISCAL IMPACT

There is no fiscal impact. These are voluntary positions.

MOTION

To approve signing the Joint Resolution to appoint Linda Schroeder and Melanie Olson to terms on the Developmental Disabilities Advisory Board ending December 31, 2009.

JOINT RESOLUTION

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON, AND FRANKLIN COUNTY, WASHINGTON

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

IN THE MATTER OF APPOINTMENTS TO THE DEVELOPMENTAL DISABILITIES ADVISORY BOARD TO REPRESENT BENTON AND FRANKLIN COUNTIES

WHEREAS, a Joint Resolution was signed by Benton County on October 10, 2005 by resolution #05-634, and by Franklin County on September 21, 2005 by resolution #2005-391, re-creating the Benton-Franklin Counties' Developmental Disabilities Advisory Board, and

WHEREAS, said Joint Resolution provided for Board composition of nine members appointed by the Boards of Commissioners of Benton and Franklin Counties, and

WHEREAS, two vacancies exists on the Developmental Disabilities Advisory Board with the resignations of Darlene Pinney and Beki Hissam, and

WHEREAS, Linda Schroeder and Melanie Olson has demonstrated interest and indicated willingness to accept appointment to the Developmental Disabilities Advisory Board, NOW THEREFORE,

BE IT RESOLVED that Linda Schroeder, 3102 W. Acord Road, Benton City, WA 99320 and Melanie Olson, 3711 Orchard Street, West Richland, WA 99353, be hereby appointed to the Benton-Franklin Developmental Disabilities Advisory Board to fill Ms. Pinney and Ms. Hissam's terms of appointment which will now expire on December 31, 2009.

DATED: _____

DATED: _____

Chairman of Board

Chairman of Board

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

Distribution: Dept. of Human Services
Franklin Co. Commissioners
Benton Co. Commissioners

cc: Linda Schroeder
Melanie Olson

Carey

FROM

(MON) APR 28 2008 8:59/ST. 8:58/No. 7517480629 P 2

BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES ADVISORY BOARD APPLICATION

Please check only one box. If you are interested in more than one Board, please fill out separate applications.

- Developmental Disabilities Advisory Board** **Mental Health Advisory Board**
 Substance Abuse Administrative Board

Name: LINDA M. Schroeder	Telephone # Home : Work E-mail Address
Address: 	
Employer: Lourdes Counseling Center / PACT Team.	
Please identify other boards on which you currently serve or with which you are affiliated. None at this time.	
What experience do you have that would be helpful on an advisory board? I have 25 years of experience working as a direct line staff for developmentally disabled adults both in residential, sheltered employment & mental health.	
Why are you interested in serving on this board? I am no longer working directly with the DD population, I still care for those DD folk that I know & that they reside in the community & would like to continue to be a part of their lives in some small capacity. I would like to be a part of a committee that gives back to the community.	
What would you like the board to accomplish? To provide support & direction to those agencies & funding sources that work directly with developmentally disabled adults/children.	
Describe your interest or experience in this service area: I have a vast amount of experience & training in case management, independent living skills, employment, and know the challenges & success's these individuals face each & every day. I have served on the Benton City Soccer Board for 4 years as secretary & President. I have experience with budgeting & have been through the DD speciality training.	

FROM

(MON) APR 28 2008 8:59/ST. 8:58/No. 7517480829 P 3

Conflict of Interest: the Counties will not be able to appoint anyone to those boards who might constitute a conflict of interest or violate the Washington State Appearance of Fairness Doctrine. Please answer the following questions in this regard:

Are you or any member of your family:

- Employed by an agency who provides these services? Yes No
- Members of the board of on any committee of any agency? Yes No
- Have any financial interest in any agency? Yes No

Several boards have membership requirements, such as minority, consumer and advocate representation. Please provide the following information to help us determine if we are meeting our composition requirements.

If you are applying for the Substance Abuse Administrative Board, RCW 70.96A.300(2) state that at least one quarter of the members of the Board shall be recovered alcoholics or other recovered drug addicts. If you meet this criteria and would be willing to state so for our records, please enclose a separate sheet of paper indicating this and sign it. Thank you.

Are you now, or have you ever been, a recipient of mental, developmental disabilities and/or substance abuse services? Yes No

Do you have a friend or relative who has been or is a consumer of services now? Yes No

If so, which service(s)? _____

Are you a member of an advocacy group? Yes No

If so, which one? _____

Are you a member of an ethnic group or community? Yes No

Is so, which one? _____

Signature *Linda M. Schindler* Date 4/25/08

Please return application form to:

**Department of Human Services
7207 West Deschutes Avenue
Kennewick, WA 99336
783-5284**

**BENTON AND FRANKLIN COUNTIES
DEPARTMENT OF HUMAN SERVICES
ADVISORY BOARD APPLICATION**

MAR 06 2008
RECEIVED

Please check only one box. If you are interested in more than one Board, please fill out separate applications.

Developmental Disabilities Advisory Board

Mental Health Advisory Board

Substance Abuse Administrative Board

Name: <i>Melanie OLSON</i>	Telephone # Home Work E-mail Address
Address:	
Employer: <i>Lourdes Counseling Center</i>	
Please identify other boards on which you currently serve or with which you are affiliated. <p align="center"><i>N/A</i></p>	
What experience do you have that would be helpful on an advisory board? <i>I am a Licensed Mental Health Counselor, Mental Health Professional and DD Specialist. I also have 5 years experience as an employment specialist working with people who are developmentally disabled. I am currently working in the County Jails</i>	
Why are you interested in serving on this board? <i>I am interested in using my skills, abilities, education and experience to improve services offered to the community.</i>	
What would you like the board to accomplish? <i>Maximize community services and access to programs while ensuring efficient and effective systems for delivery of these services</i>	
Describe your interest or experience in this service area: <i>My experience is extensive in this area. I have worked with community based programs serving people with disabilities since 1996. I have worked in employment + training, residential programs and in mental health serving the community and people dual diagnosed</i>	

Conflict of Interest: the Counties will not be able to appoint anyone to those boards who might constitute a conflict of interest or violate the Washington State Appearance of Fairness Doctrine. Please answer the following questions in this regard:

Are you or any member of your family:

- Employed by an agency who provides these services? Yes No
- Members of the board of on any committee of any agency? Yes No
- Have any financial interest in any agency? Yes No

Several boards have membership requirements, such as minority, consumer and advocate representation. Please provide the following information to help us determine if we are meeting our composition requirements.

If you are applying for the Substance Abuse Administrative Board, RCW 70.96A.300(2) state that at least one quarter of the members of the Board shall be recovered alcoholics or other recovered drug addicts. If you meet this criteria and would be willing to state so for our records, please enclose a separate sheet of paper indicating this and sign it. Thank you.

Are you now, or have you ever been, a recipient of mental, developmental disabilities and/or substance abuse services? Yes No

Do you have a friend or relative who has been or is a consumer of services now? Yes No

If so, which service(s)? _____

Are you a member of an advocacy group? Yes No

If so, which one? _____

Are you a member of an ethnic group or community? Yes No

Is so, which one? Asian American _____

Signature Melanie [Signature] Date 3-4-08

Please return application form to:

**Department of Human Services
7207 West Deschutes Avenue
Kennewick, WA 99336
783-5284**



600 University Street, Suite 3600
Seattle, Washington 98101
main 206.624.0900
fax 206.386.7500
www.stoel.com

May 28, 2008

RICHARD A. HOPP
Direct (206) 386-7609
rahopp@stoel.com

Benton County Board of Commissioners
PO Box 190
Prosser, WA 99350

Re: Conflict Waiver

Gentlemen:

We have been asked to represent Benton County with respect to documentation for the Section 457 deferred compensation plan for certain employees of Benton County.

As you know, we may be asked to represent other clients against the County in unrelated matters in the future. Therefore, this letter will confirm discussions with your legal counsel regarding the conditions under which we may represent clients adverse to the County while performing legal services for you now or in the future.

Our work for the County will consist primarily of reviewing the documentation that should have been in place for the deferred compensation plan and determining how best to deal with the apparent loss of prior documentation.

We request that you consent to our future representation of any client adverse to Benton County in any matters unrelated to those we are handling for the County and your acknowledgment that our representation of the County will not disqualify us from representing clients adverse to the County in unrelated matters as long as two conditions are met:

1. The representation does not involve any work that we have done for the County; and
2. The representation would not place us in a position to use your confidential information adversely to the County.

Because the work that you have asked us to perform would be unrelated to any future matters we may take on adverse to you, we do not believe that there is a material risk that your confidential information will be used adversely to you. Similarly, the lack of a relationship between the present matter and our work for other clients suggests to us that there is little risk that our efforts



Mr. Ryan Brown
May 28, 2008
Page 2

on your behalf will be affected. Although we do not believe that these factors would affect your representation, you should review this yourself.

To emphasize that conflict waivers are important decisions, I recommend that you review the issue of consent with independent counsel. Whether you actually do, however, is up to you.

Please let me know if you have any questions.

To confirm the County's consent, I would appreciate your signing the enclosed counterpart of this letter and returning it to me for our files.

IRS Circular 230 notice: Any tax advice contained herein was not intended or written to be used, and cannot be used, by you or any other person (i) in promoting, marketing or recommending any transaction, plan or arrangement or (ii) for the purpose of avoiding penalties that may be imposed under federal tax law.

Very truly yours,

Richard A. Hopp

We consent to the representation outlined above.

Benton County Board of Commissioners, by
Claude Oliver, Chairman

Dated: _____

R E S O L U T I O N

9

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: RESCINDING RESOLUTION 08-539; AMENDING THE 2008 ONE YEAR ROAD PROGRAM FOR SELLARDS ROAD IMPROVEMENTS AS AN EMERGENT PROJECT

WHEREAS, Benton County desires to improve the portion of Sellards Road from SR 221 to Travis Road; NOW, THEREFORE,

BE IT RESOLVED that the One Year Road Program for 2008 shall be amended to include expenditures of \$10,000.00 for Sellards Road as an emergent project.

Dated this 2nd day of June, 2008.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

RBD:LJM:dlh

RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF THE CITY OF BENTON CITY FOR A FRANCHISE TO CONTINUE A DOMESTIC WATER AND SEWER DISTRIBUTION SYSTEM IN COUNTY ROADS

WHEREAS, The City of Benton City has applied for a franchise to continue an existing domestic water and sewer distribution system in County roads, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, June 23, 2008 at 9:05 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 2nd day of June 2008.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RBD:LSS

RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF THE KENNEWICK IRRIGATION DISTRICT FOR A NON-EXCLUSIVE FRANCHISE TO CONTINUE A IRRIGATION WATER DISTRIBUTION SYSTEM IN COUNTY ROADS

WHEREAS, The Kennewick Irrigation District has applied for a franchise to continue an existing domestic water and sewer distribution system in County roads, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, June 30, 2008 at 9:05 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 2nd day of June 2008.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RBD:LSS



State Farm Mutual Automobile Insurance Company

P.O. Box 5000
Dupont WA 98327-5000

221W -2480 - A

DUNFEE, ROSS B & PAMELA



Your premium is based on the following... If not correct, contact your agent.

2002 VOLKSWAGEN JETTA VIN 3VWSP29M52M103871

Class 6B3060H000

Drivers of vehicle in your household...

Principal driver is age 50 - 74 and there are no unmarried drivers under 25 assigned to this car.

As of NOV 21 2007 our records show the principal driver of this vehicle will be age 58.

Ordinary use of vehicle...

Pleasure or not more than 30 miles weekly to and from work or school. Driven over 7,500 miles annually. (National average is 12,000 miles annually.)

Additional Information...

This policy expires on the date due if premium is not paid. If premium has increased by \$15.65.

CONVENIENT PAYMENT OPTION: To use State Farm's 50-50 payment plan, submit one half of your premium plus a \$2.00 handling charge. The balance will be due 60 days after your renewal date.

Your premium may be influenced by the drivers listed below and other individuals permitted to operate your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that own or regularly operate any vehicle in your household.

ROSS B DUNFEE, PAMELA R DUNFEE.

If the above information is incomplete or inaccurate, or if you want to confirm the information we have in our records please contact your agent.

POLICY NUMBER	80 4584-E21-47A
NOV 21 2007 to MAY 21 2008	
DATE DUE	PLEASE PAY THIS AMOUNT
NOV 21 2007	\$263.08

Coverages and Limits		Premium
A	Liability Bodily Injury 100,000/300,000 Property Damage 50,000	93.4
P2	Personal Injury Protection Includes Medical 25,000 Income Loss 200/wk/1yr	29.2
D	100 Deductible Comprehensive	28.9
G	500 Deductible Collision	74.7
H	Emergency Road Service	4.2
U	Underinsured Motor Vehicle Bodily Injury 100,000/300,000	30.7
U1	Underinsured Motor Vehicle Property Damage 50,000	1.8
Amount Due		\$263.0
Your premium has already been adjusted by the following:		
Premium Reductions		
	Multiple Line	46.3
	Multicar	58.1
	Vehicle Safety	7.3
	Good Driving	21.9

Your policy has the Guaranteed Renewal Endorsement. ***

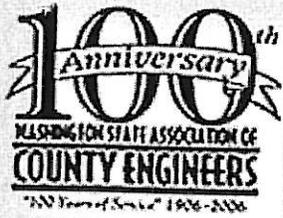
Thanks for letting us serve you...

Agent R S POTEET INS AGENCY INC
Telephone (509)786-3630

55 7039 6561

See reverse side for important information
Please keep this part for your record.

Prepared OCT 17 2007



Washington State

Association of

C o u n t y
E n g i n e e r s



2008 NACE Conference - WSACE Dinner
April 21, 2008

McMenamins Edgefield Resort
2126 SW Halsey Street
Troutdale, Oregon 97060

Invoice/Receipt for Payment

Participant: Ross Dunfee
County: Benton County

Check*
 Cash

Check Number:
Amount Paid: \$

3500

 01/21/08

*Please Make Checks Payable to Ryan Lopossa

Thank-You

9:05

AGENDA ITEM: MTG. DATE: June 2, 2008 MEMO. DATE: May 19, 2008 SUBJECT: Short Plat Vacation - SPV 08-02, Donald Thorburn Prepared By: RJ Lott Review By: Michael Shuttleworth	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other
--	--	---

BACKGROUND INFORMATION

On April 21, 1980, Short Plat 971 was recorded, which created 4 lots. The recorded short plat included a 10-foot utility easement over the west 10 feet of lot 2.

Property owners of the lots within the short plats and owners of property within 300' of the outer perimeter of said short plats have been notified. All concerned agencies such as Benton PUD, Benton County Fire District 5, Kennewick Irrigation District, Health District, Benton County Engineer, Benton County Fire Marshall and affected utility companies have been notified of this proposal. The applicant states that current utilities are located in the eastern portion of the lot. A 10-foot utility easement was recorded over the east 10 feet of lot 2 has been recorded with the Auditor's Office, AF 95-18232.

SUMMARY

Benton County has received an application requesting the vacation of the 10-foot utility easement over the west 10 feet of lot 2. The Board of County Commissioners is scheduled to conduct a public hearing on June 2, 2008 at 9:05 a.m.

RECOMMENDATION

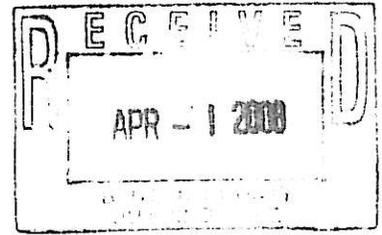
It is the recommendation of the Planning Department that the Board of County Commissioners conducts a public hearing, and based on the testimony received, either approve or deny the request. Based on the information received thus far, the Planning Department does not see any problems with the proposed vacation of the utility easement over the west 10 feet of Lot 2 of Short Plat 971.

MOTION

The Benton County Planning Department recommends the following motion: The Benton County Board of Commissioners approves the vacation of the 10-foot utility easement over the west 10 feet of lot 2, located on the face of Short Plat 971, in the Northwest Quarter of Section 1, Township 8 North, Range 27 East, W.M.

BENTON COUNTY PLANNING DEPARTMENT
SHORT PLAT VACATION APPLICATION
FILE NO. SPV 08-02

#5682

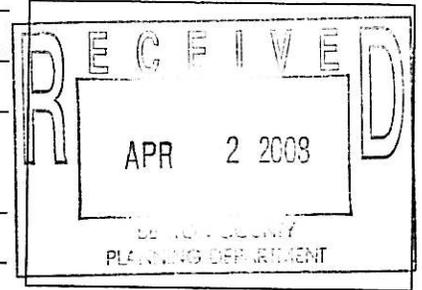


1. Name and address of applicant: DONALD R THORBURN

Telephone number: Home: _____ Work: _____

2. Legal owners name and address: S.A.A.

Telephone number: Home _____ Work _____



3. Parcel Number or Legal description of the short plat to be vacated : 101872010971002
SHORT PLAT 971

4. Explain the reason for the requested vacation. Requesting VACATION OF WEST UTILITY EASEMENT AS HAVE GRANTED AN EASEMENT ON EAST PROPERTY LINE THAT ACCOMMODATES ALL ACCESS NEEDS

Describe the existing land uses on the properties to be vacated: SINGLE FAMILY DWELLINGS

7. COMMENTS OR PERTINENT INFORMATION: ATTACHED DOCUMENT(S) SHOWS WHERE FORMER OWNER GRANTED 10' EASEMENT ON EAST PROPERTY LINE. WE NEED PROOF THAT WEST PROPERTY LINE IS NO LONGER NEEDED AS EASEMENT.

I certify that the information given above is true and complete to the best of my knowledge.

PLEASE SIGN AND THEN PRINT YOUR NAME: Signatures of **all** persons holding an ownership interest in the real property area is required. (Include Power of attorney when signing for others.)

I certify that the information given above is true and complete to the best of my knowledge.

DRR
Applicant's Signature
Parcel # 101872010971002

DONALD RUSSELL THORBURN
Print Name

3/31/08
Date

Signature of Legal Owner
Parcel # _____

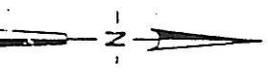
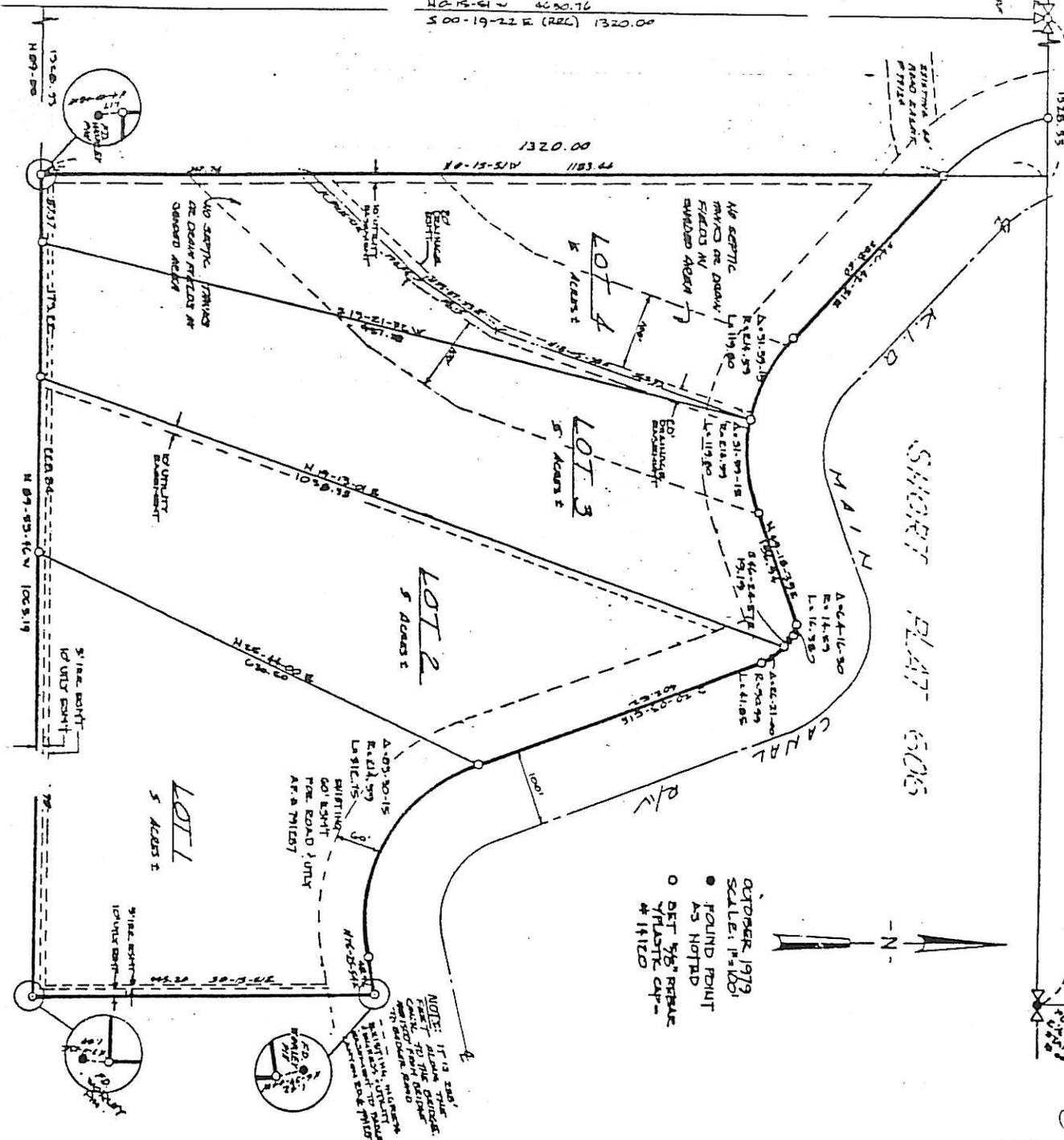
Print Name

Date

THESE LOTS HAVE SEVERAL RESTRICTIONS AND LIMITATIONS FOR THE USE OF ANY-SIZE SPACE DISPOSAL SYSTEMS, AND THE FRONT-GRASSY LOT AREA DISTURBANCE SHOULD BE CONTACTED FOR ADDITIONAL INFORMATION.

N 89-55-46 W E 64.91

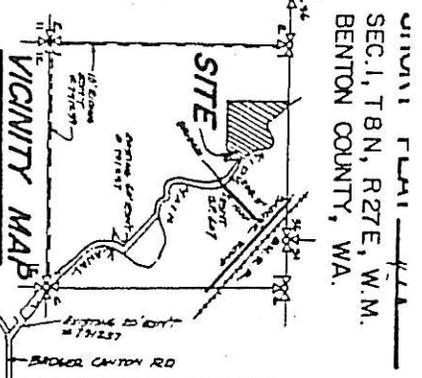
NO BUILDING OR HOME HOME PLACEMENT PERMIT SHALL BE ISSUED UNTIL THE ACCESS OR EGRESS FROM THE COUNTY, CITY OR TOWN ROAD TO THE LOT REMAINS THE PROPERTY REQUESTED HAS BEEN IMPROVED TO THE FOLLOWING SPECIFICATIONS: GRADE, AND CONSTRUCTION TO A WIDTH OF 20 FEET WITH CURBSIDES OR CONVALENT ROAD SURFACES, AND A BRIDGE ACROSS THE KID CREEK CANAL CONSTRUCTION.



OCTOBER 1979
SCALE: 1"=100'
FOUND POINT
AS NOTED
BY DIST #88 PREPARE
BY DIST #1120

NOTE: IF 1/2" SCALE
BEARING AND DISTANCE
FROM THE CENTER
OF THE ROAD TO THE
CORNER OF THE LOT
SHOULD BE SHOWN.

80-10
1-8-27



DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 27 EAST, W. 4, IN BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, THENCE SOUTH 00°19'22" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 1320.00 FEET; THENCE SOUTH 09°55'46" EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 1, A DISTANCE 1520.55 FEET; THENCE NORTH 00°19'22" WEST A DISTANCE OF 1055.60 FEET TO A POINT ON THE SOUTHWEST CORNER OF THE KENNEWICK IRRIGATION DISTRICT MAIN CANAL RIGHT-OF-WAY AND TRUE POINT OF BEGINNING; THENCE SOUTH 00°19'22" EAST A DISTANCE OF 1055.60 FEET; THENCE SOUTH 09°55'46" EAST A DISTANCE OF 1005.19 FEET; THENCE NORTH 00°19'22" WEST A DISTANCE OF 449.16 FEET TO A POINT ON THE SOUTHWEST CORNER OF THE KENNEWICK IRRIGATION DISTRICT MAIN CANAL RIGHT-OF-WAY THENCE NORTHWESTWARD ALONG SAID SOUTHWESTLY MEASURED TO THE TRUE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I, ROBERT H. STATION, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH ALL PROVISIONS, DISTANCES AND CALLS ARE CHECKED AND THE LOT CORNERS ARE SHOWN.

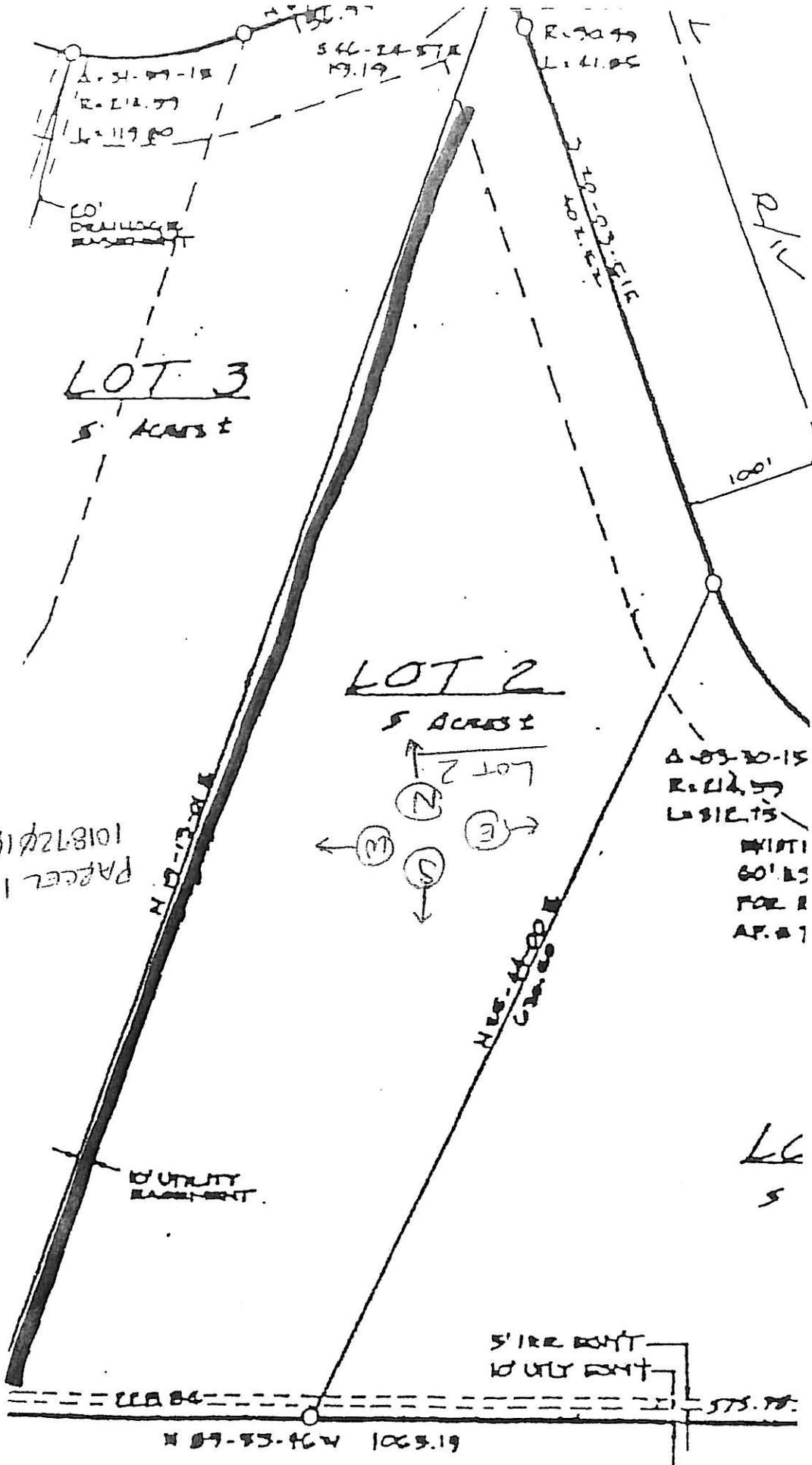
Robert H. Station
11/12/20
REGISTERED SURVEYOR
WASHINGTON REGISTRATION NO 14120



SOUTH COAST BLD.



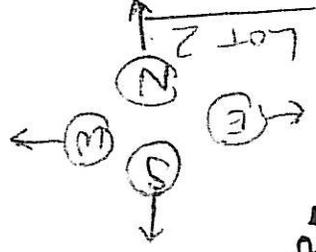
Benton County does not warrant, guarantee, or accept any liability for accuracy, precision or completeness of any information shown hereon, or for any errors or omissions. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, express or implied, for the use of this information by any employee of Benton County or agents thereof in the course of their duties. The information shown hereon is a preliminary product of the Benton County Geographic Information System, and is prepared for presentation purposes only.



PARCEL ID
101872410571442

LOT 3
5 ACRES ±

LOT 2
5 ACRES ±



Δ-83-20-15
 R-212.59
 L-312.75
 MULTI
 60' BS
 FOR R
 AP. 87

LC
5

10' UTILITY EASEMENT

5' FIRE EASEMENT
10' UTILITY EASEMENT

1065.19

9:15

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY BUILDING: RELATING TO THE MINIMUM STANDARDS FOR FIRE FLOWS, WATER MAINS, FIRE HYDRANTS, AND ROADS; AMENDING ORDINANCE 149, SECTION 1 (SUBSECTION II), ORDINANCE 194, SECTION 1, ORDINANCE 243, SECTION 1, ORDINANCE 401, SECTION 1 AND BCC 3.18.015; ORDINANCE 194, SECTION 2, ORDINANCE 379, SECTION 3, ORDINANCE 401, SECTION 2 AND BCC 3.18.025; AMENDING ORDINANCE 379, SECTION 4 AND BCC 3.18.028; AMENDING ORDINANCE 149, SECTION 1 (SUBSECTION V) AND BCC 3.18.030; AMENDING ORDINANCE 149, SECTION 1 (SUBSECTION VI), ORDINANCE 243, SECTION 2, ORDINANCE 401, SECTION 3 AND BCC 3.18.036; AMENDING ORDINANCE 149, SECTION 1 (SUBSECTION VI), ORDINANCE 243, SECTION 2 AND BCC 3.18.037; AMENDING ORDINANCE 243, SECTION 3 AND BCC 3.18.041; AMENDING ORDINANCE 243, SECTION 4 AND BCC 3.18.042; AMENDING ORDINANCE 149, SECTION 1 (SUBSECTION VIII), ORDINANCE 276, SECTION 2, ORDINANCE 279, SECTION 6 AND BCC 3.18.045 AND ADDING ONE NEW SECTION TO CHAPTER 3.18 BCC.

WHEREAS, a public hearing was held on Monday, June 2, 2008 in the Commissioners meeting room, Third Floor, Courthouse, Prosser WA 99350, to consider the above ordinance amendments; and,

WHEREAS, at said hearing, the Board of County Commissioners considered the recommendation of approval from the Building Department for amending Title 3.18, BCC, all oral and written testimony presented at the hearing; and,

WHEREAS, the Board did review the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public to adopt said ordinance and the respective amendments; THEREFORE,

BE IT RESOLVED that Ordinance No. _____, an ordinance relating to the minimum standards for fire flows, water mains, fire hydrants, and roads; be adopted and shall take effect upon its passage and adoption.

DATED THIS _____ DAY OF _____.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest _____.

Clerk of the Board
Bldg(1 orig)/PA

Steve Brown/kww

AGENDA ITEM MTG. DATE: June 02, 2008 SUBJECT BCC 3.18 Prepared By: Ken Williams Reviewed By: Steve Brown	TYPE OF ACTION NEEDED Execute Contract Pass Resolution Pass Ordinance XXXX Pass Motion XXXXX Other	Consent Agenda Public Hearing XX 1st Discussion XX 2nd Discussion Other
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BACKGROUND INFORMATION: The proposed changes are the combined work of a committee representing the County Fire Districts, Home Builders Association, Benton County Public Works Department, Benton County Planning Department, and the Benton County Fire Marshal's Office. The impetus to these changes was a desire to address future developments that would be served by long dead end roads such as West Richland's Harrington Road. Following this cover sheet is an itemized listing of both editorial and substantive changes to BCC 3.18.

SUMMARY: The committee's recommendations were submitted for review to the Civil Division of the Prosecutor's Office. Up until this review, it was the Planning Department's and Fire Marshal Office's opinion that the current code prohibited developments over 50 lots could not be served by a dead end road. It is the Prosecutor's Office opinion that this isn't necessarily the case. Further it was their opinion that the suggested access changes would be better addressed by amending the respective BCC sections dealing with subdivisions and short plats. After the Prosecutor's Office recommendations were typed, the document was emailed to the committee for their review and comment. No adverse comments were received back from the committee. Although some of the submitted amendments are solely that of the Fire Marshal's Office, they were also included in the email sent to the committee for their final review.

Changes from the current BCC 3.18 are noted by crossing out old wording and replacing with new underlined wording.

RECOMMENDATION: Adopt as presented.

FISCAL IMPACT: There is not a fiscal impact to Benton County.

MOTION Adopt Ordinance No. _____ amending BCC Sections 3.18

Amendments on Page 2 Definitions

(12) "Dry Hydrant/Horizontal Standpipe" shall mean a non-pressurized piping system with four and one-half (4 1/2) inch National Standard Thread hose connections ((to remove water by suction from a below grade water source—the piping system above grade remains dry when not in use)) designed so that a fire pumper can connect to one end and supply water to the dry fire hydrant or dry horizontal standpipe connection.

Rationale: Editorial Change – Clarifies the definition.

(14) "Factory Assembled Structure (FAS)" shall have the meaning as set forth in BCC 3.20.030(c).

Rationale: Editorial Change – Conformity to existing BCC Codes is maintained.

(18) "Fire Flow" shall mean the minimum flow of water required for fighting a fire at a specific building, development, or within a specific area. Said minimum flows shall be determined by the Benton County Fire Marshal, after consultation with the ~~((Benton County Fire Inspector, and the))~~ Local District Fire Chief, based on the criteria set forth in this chapter and in the current adopted issue of the National Fire Protection Associations (NFPA) Standard on Water Supplies for Suburban and Rural Fire Fighting (NFPA 1142).

Rationale: Editorial Change – The County does not have a fire inspector position.

~~((19) "Fire Inspector" shall mean the Benton County Fire Inspector.))~~

Rationale: Editorial Change – The County does not have a fire inspector position.

Amendments on Page 3

Definitions Continued

(29) "Large Diameter Hose" shall mean fire department hose having an inside diameter of three and one-half ((3-2")) (3 1/2) inches or larger.

Rationale: Editorial Change – The changes are for grammatical purposes.

(32) "Manufactured Home" shall have the meaning as set forth in BCC 3.20.030(g).

Rationale: Editorial Change – Conformity to existing BCC Codes is maintained.

(33) "Manufactured Home/FAS Park" shall have the meaning as set forth in BCC 3.20.030(h).

Rationale: Editorial Change – Conformity to existing BCC Codes is maintained.

~~((34))~~ (36) "Municipal Type Water System" shall mean a system having water pipe serving hydrants and designed to furnish, over and above domestic consumption, a minimum flow of two hundred fifty ((250)) (250) gpm and twenty ((20)) (20) psi residual pressure for a two (2) hour period.

Rationale: Editorial Change – The changes are for grammatical purposes.

~~((40))~~ (42) "Occupancy Hazard Classification Number" shall mean a ~~((series of numbers))~~ number ((from)) between three ((3)) (3) ((through)) and seven ((7)) (7) that ((are)) is a mathematical ((factors)) factor used in a formula to determine total water supply requirements for Benton County and obtained from NFPA 1142 Standard on Water Supplies for Suburban and Rural Fire Fighting.

Rationale: Editorial Change – The changes are for grammatical purposes.

Amendments on Page 4

~~((41))~~ (43) "Private Hydrant" shall mean a fire hydrant situated and maintained to provide water for fire fighting purposes with restrictions as to access or use. The location may be such that it is not readily accessible for immediate use by the fire department for other than certain private property.

Rationale: Editorial Change – The addition of "access" assists with ensuring hydrant availability.

(44) "Private Road" means a road, driveway or any form of access easement in excess of two hundred (200) feet in length that is not dedicated to and maintained by Benton County.

Rationale: Identifies difference between private and public roads.

(49) "Public Road" means a road dedicated to and maintained by Benton County.

Rationale: Identifies difference between private and public roads.

Amendments on Page 5

~~((48))~~ (52) "Rural Areas" shall mean ~~((an))~~ any ~~((area))~~ section designated on the Public Land Survey System that is wholly or partially within Benton County ~~((where))~~ with a population density ~~((is))~~ of less than five hundred ~~((500))~~ (500) persons ~~((per each square mile,))~~ and ~~((the))~~ with no more than ten (10) ~~((dwelling))~~ dwellings that utilize any private ~~((wells,))~~ well, ~~((springs))~~ spring or community water ~~((services))~~ service ~~((of less than ten (10) households,))~~ excluding commercial and industrial ~~((areas))~~ uses and ~~((formal))~~ approved subdivisions.

Rationale: Provides a clearer definition of rural areas and ties it to a recognized method of land measurement.

~~((52))~~ (56) "Single Water Point" shall mean the point or site at which a water supply, such as a pumper with portable folding tank connects to a ~~((or))~~ dry hydrant/horizontal standpipe, etc., may be located to protect a cluster of buildings, such as a subdivision or an estate.

Rationale: Editorial Change – The changes are for grammatical purposes.

GENERAL EXEMPTIONS. The following are exempt from BCC 3.18.030, BCC 3.18.035, BCC 3.18.036, BCC 3.18.037, BCC 3.18.038, BCC 3.18.039, BCC 3.18.040, BCC 3.18.041, and BCC 3.18.042.

~~((Mobile home parks and recreational))~~ Recreational vehicle (as defined in BCC 3.20.030(n)) parks of four (4) spaces or less~~((s))~~ and multiple detached dwellings permitted per the Benton County Zoning Code.

Rationale: Removing Manufactured Home Parks from being exempt to the requirement for providing fire protection water, clarifies that the Park is required to provide fire protection water as any other residential development.

Amendments on Page 6

SECTION 3. Ordinance 379, Section 4 and BCC 3.18.028 are hereby amended to read as follows:
EXEMPTION TO MINIMUM WATER FLOWS FOR SUBDIVISIONS.

(a) Proposed single family residential subdivisions and short subdivisions that will not be served ~~((with))~~ by a water system with water flows adequate to provide the minimum water flow for fire purposes required by BCC 3.18.039(a) may be approved by the County if each single family residence will be served by fire hydrants with at least two hundred fifty (250) gallons of water per minute for thirty (30) minutes at twenty (20) psi residual pressure. Provided, no such approval may be granted unless all structures erected or installed on such lots are provided with:

(1) Fire sprinkler systems conforming to the National Fire Protection Association Pamphlet No. 13D, Sprinkler Systems for One and Two Family Dwellings, ~~((and Mobile Homes))~~

Rationale: Editorial Changes – The current vernacular is used in describing Manufactured Homes

NEW SECTION. SECTION 4. There is hereby added a new section to Chapter 3.18 BCC which shall read as follows:

VOLUNTARY HYDRANTS AND DISTRIBUTION SYSTEMS. All fire hydrants, dry hydrants, and water distribution systems installed voluntarily by any person that are not required by this chapter shall be installed in accordance with BCC 3.18.030 through BCC 3.18.040.

Rationale: Without this new section, it would be difficult to require voluntarily install hydrants to meet any type of standards. Thus, raising the reliability question of the hydrant system.

Amendments on Page 7

SECTION 5. Ordinance 149, Section 1 (Subsection V) and BCC 3.18.030 are hereby amended to read as follows:

PROCEDURE FOR COMPLIANCE. The following shall be required for all (~~formal~~) subdivisions, short plat subdivisions, (~~mobile-home~~) Manufactured Home/FAS parks, recreational vehicle parks, and commercial and industrial (~~area~~) areas not exempt under the provisions of BCC 3.18.025:

Rationale: Editorial Changes – The current vernacular is used in describing Manufactured Homes

(a) (~~Formal subdivisions~~) Subdivisions:

Rationale: Editorial Change – “Formal” is no longer used as a descriptive term.

(2) Prior to final plat approval, the following shall be required:

(i) Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be signed by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of (~~Social and~~) Health Services.

Rationale: Editorial Change – Currently, the State Department of Health is a standalone Department.

(iii) The approved water system shall be installed prior to final plat approval or a statement shall be placed on the plat indicating no building or (~~mobile-home~~) Manufactured Home/FAS installation permit will be issued until the water system is installed, operating and approved.

Rationale: Editorial Changes – The current vernacular is used in describing Manufactured Homes

(b) Short Plat subdivisions:

(1) Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be signed by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of (~~Social and~~) Health Services.

Rationale: Editorial Change – Currently, the State Department of Health is a standalone Department.

Amendments on Page 8

(4) The approved water system must be installed prior to the issuance of a building or (~~mobile-home~~) Manufactured Home/FAS installation permit and so stated on the plat.

(c) (~~Mobile-home~~) Manufactured Home/FAS parks and recreational vehicle parks:

Rationale: Editorial Changes – The current vernacular is used in describing Manufactured Homes

(2) Prior to the special permit being issued, the following shall be required:

(i) Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be signed by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of (~~Social and~~) Health Services.

Rationale: Editorial Change – Currently, the State Department of Health is a standalone Department.

(iii) The approved water system shall be installed and approved prior to issuing the special permit to operate the (~~mobile-home~~) Manufactured Home/FAS park or recreational vehicle park.

Rationale: Editorial Change – The current vernacular is used in describing Manufactured Homes.

(d) Commercial and industrial areas:

(2) Prior to the building permit being issued, the following shall be required:

(i) Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be

signed by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of ~~((Social-and))~~ Health Services.

Rationale: Editorial Change – Currently, the State Department of Health is a standalone Department.

Amendments on Page 9

(3) When the distribution system is installed, said installation must be under the direction of a registered, professional engineer licensed in the State of Washington who shall certify the construction of the system is in accordance with the approved design.

Rationale: Editorial Change – The change is for grammatical purposes.

SECTION 6. Ordinance 149, Section 1 (Subsection VI), Ordinance 243, Section 2, Ordinance 401, Section 3 and BCC 3.18.036 are hereby amended to read as follows:

WATER SYSTEM REQUIREMENTS--FIRE HYDRANTS--GENERAL STANDARDS. Fire hydrants shall meet the following standards.

(a) Fire hydrants shall conform to current A.W.W.A. Specifications for traffic model fire hydrants~~((;))~~ and shall have one hundred fifty ~~((150))~~ (150) psi working pressure~~((;))~~ and three hundred ~~((300))~~ (300) pounds hydrostatic test 1 - 5 1/4" main valve opening, 1 - 4 1/2" NST pumper port that is fitted, when required by the respective Fire District, with a Storz adapter that complies with the Fire District requirements, two (2) - 2 2" NST hose port, and one (1)- 2" pentagon operating nut - open left. Compression type, opens against pressure main valve and will remain closed should the hydrant be broken off by a traffic accident. Hydrant shoe or inlet may be flanged, AC pipe or mechanical joint. Hydrant to be furnished with two (2) drain ports to insure rapid and complete drainage of hydrant barrel to eliminate all danger to damage by freezing.

Rationale: Editorial Change – The changes are for grammatical purposes.

(e) Hydrants are to be accessible ~~((for))~~ at all times by fire department pumpers.

Rationale: Editorial Change – Emphasizes that hydrants cannot be obstructed.

Amendments on Page 10

SECTION 7. Ordinance 149, Section 1 (Subsection VI), Ordinance 243, Section 2 and BCC 3.18.037 are hereby amended to read as follows:

WATER SYSTEM REQUIREMENTS--FIRE HYDRANTS--LOCATION AND SPACING. (a) Location of hydrants shall be determined by the Benton County Fire Marshal.

(b) The location of all water mains, fire hydrants, and valves to be installed shall be properly and accurately marked on identifiable plans or drawings. Two (2) copies of all plans or drawings shall be furnished to the Benton County Fire Marshal.

(c) Fire hydrant spacing. The table below specifies the maximum permissible spacing between hydrants:

<u>Type of Development</u>	<u>Hydrant Spacing**</u>
Subdivisions, short plat subdivisions – limited to one(1) family dwellings	600 feet
Multiple family dwellings - Eight (8) or less units per acre	600 feet
((Mobile-home)) <u>Manufactured Home/FAS</u> parks and recreational vehicle parks	300 feet
Multiple family dwellings - Nine (9) or more units per acre, commercial, industrial, hospitals, schools	

**Spacing shall be measured ~~((by))~~ along the pathway ~~((required for the))~~ which a fire department ~~((to lay the))~~ would have to route a fire hose. This ~~((spacing))~~ pathway shall be as determined by the Benton County Fire Marshal.

Rationale: Editorial Change – Uses current vernacular for manufactured homes, and clarifies how the distance between hydrants is determined.

Amendments on Page 10

SECTION 8. Ordinance 243, Section 3 and BCC 3.18.041 are hereby amended to read as follows:
ALTERNATE WATER SOURCES. The water supplies for fire fighting purposes as required by the Benton County Fire Marshal or designee may be supplied from natural bodies of water and manmade sources of water.

In the event a natural body of water is being investigated as a water source for use in emergency fire protection, written permission must be obtained from the following parties prior to any construction~~((:))~~: ~~((Such permission must be granted in writing by the owner of the property;))~~ all parties having ownership rights of any type in the property on which the water is located, the legal water rights owner (irrigation district, etc.), Corps of Engineers,

Rationale: By broadening the approval process, the owner will not be blindsided after committing financial resources.

Amendments on Page 11

Department of Ecology, ~~((or))~~ and any other state or governmental agency that the Benton County Fire Marshal determines may have an interest in water usage for emergency fire protection. Upon receipt of such written permission and approval, information and assistance on delivery of water to the fire scene shall be provided by the Benton County Fire Marshal ~~((Benton County Fire Inspector or))~~ and the Local District Fire Chief.

Rationale: Editorial Change – The County does not have a fire inspector position.

SECTION 9. Ordinance 243, Section 4 and BCC 3.18.042 are hereby amended to read as follows:
DRY HYDRANTS, DRAFT HYDRANTS, OR HORIZONTAL STANDPIPES. (a) Dry hydrants, draft hydrants or horizontal standpipes may be constructed of six ((6)) (6) to eight ((8)) (8) inch A.S.T.M. Schedule 40 steel, or A.S.T.M. Schedule 40 PVC with glued joints. ~~((The final suction connection is to be 4-2" National hose male thread (same as typical fire hydrant steamer port), constructed from steel or metal alloy of an approved type, and must be capped.))~~ All hose connections shall be National Standard Thread, and constructed from steel or metal alloy of an approved type, and must be capped. The size of the connection shall comply with the respective Fire District's requirements. The Fire Marshal shall determine if the connections will be male or female.

Rationale: Not all Fire Districts have the same fire hose dimensions.

(b) A strainer must be installed on the water supply side of the system with three-eighths ((3/8)) (3/8) inch openings and an adequate number of openings to permit required fire flow. A removable end cap shall be furnished on the end of the strainer to permit back flushing. This is recommended on a monthly basis or as needed to insure proper operation of the system.

Rationale: Editorial Change – The changes are for grammatical purposes.

(c) Once a system is installed and approved, it is the responsibility of the interested party to maintain such system at all times to insure proper fire protection. All dry hydrants that protect any Commercial, or Industrial property will be inspected yearly by the Benton County Fire ~~((Inspector))~~ Marshal.

Rationale: Editorial Change – The County does not have a fire inspector position.

SECTION 10. Ordinance 149, Section 1 (Subsection VIII), Ordinance 276, Section 2, Ordinance 379, Section 6 and BCC 3.18.045 are hereby amended to read as follows:
MINIMUM ((ROADWAY)) ROAD REQUIREMENTS. (a) Except as otherwise provided in this chapter, ((The)) the minimum ((cleared vehicular)) acceptable improved surface for a ((driveway or)) private ((roadway)) road ((width)) shall be twenty (20) feet in width that is graded((:)) and with compacted, ((and with)) two (2) inches of compacted recycled concrete((:)) asphalt, or two (2) inches of base course crushed surfacing in accordance with the specifications set forth in Standard Specifications for Road, Bridges and Municipal Construction published by the Washington State Department of Transportation, as now in effect or hereafter amended. ~~((A minimum improved turning radius of fifty (50) feet in the form of a cul-de-sac shall be provided at such time that a lane, street, access easement, private road, or private driveway is~~

~~improved to a distance in excess of two hundred (200) feet; provided, if such is extended after installation of such cul-de-sac, the cul-de-sac shall be removed and moved to the end of such lane, street, access easement, private road or private driveway. Alternate turn-around designs approved by the Fire Marshal may be used in lieu of the cul-de-sac with a fifty (50) foot turning radius. Alternate designs shall not require more than one (1) backing up motion.)~~

Rationale: The changes in the first sentence are grammatical. The remaining sentences have been reduced in words and relocated to subsection (d) on page 12.

Amendments on Page 12

(b) The minimum improved surface of a private road may be twelve (12) feet in width surfaced with the materials set forth in subsection (a) above, but only if the private road serves six (6) or fewer dwelling units (a duplex constitutes two (2) dwelling units) and turnouts ten (10) feet wide and thirty (30) feet in length are placed every three hundred (300) feet from a public road and are surfaced in the same manner as the remainder of the private road.

Rationale: The reduction of road width to 12 feet was found in the International Fire Code's Wildland/Urban Interface Code. The requirement of turnouts every 300 feet is a committee recommendation. This addition maintains fire vehicle access, and at the same time, helps to keep the costs down to the homeowner.

(c) If a private road has any curves or turns, the required improved width of any such private road shall be as determined and set forth in writing by the Fire Marshal to a width deemed necessary to allow the appropriate fire fighting equipment to safely navigate such curves or turns. If no such written determination is requested of and made by the Fire Marshal, then such private road must be improved to a width of twenty (20) feet in accordance with the standards set forth in subsection (a) above.

Rationale: With more development occurring on hillsides, fire trucks must be able to reach the scene. This new section requires private road switchbacks to be designed so that fire vehicles can make the curves without jockeying the truck around the curve.

(d) All private roads must terminate in a turnaround that shall not require more than one backing up motion for a fire truck of at least thirty-seven (37) feet in length from bumper to bumper to completely turn around.

Rationale: This section simplifies the current wording describing turnaround requirements.

~~((b))~~ (e) All (cul-de-sacs, lanes, streets, access easements,) private roads((, or private driveways intended to provide access to a parcel)) shall be constructed to applicable standards set forth above and all conditions of approval of an encroachment permit shall be satisfied prior to ((an)) any certificate of occupancy ((permit)) being ((approved)) issued for that parcel.

Rationale: Editorial Change – Eliminates excess wording and ties private roads to specific standards contained in this ordinance.

~~((e))~~ (f) Bridges and Culverts. All private roads over any ((drainages, rivers, creeks,)) drainage, river, creek, etc. shall be traversed by a private ((bridges)) bridge or ((culverts)) culvert ((that shall be)) capable of supporting at least sixty thousand (60,000) pounds or such higher weight as deemed necessary and designated in writing by the Fire Marshal. ((the imposed weights of vehicles needed for fire protection,)) Private bridges over twenty (20) feet long are not allowed. ((and the)) Private ((bridge)) bridges ((or)) and ((culvert)) culverts shall be designed to handle a 25-year storm event; provided, if located in an area designated as a 100-year flood plain, then the design must meet the 100-year flood event. A letter stating that the private bridge or culvert design meets the ((imposed load, and that the bridge or culvert meets the 25-year storm event)) requirements of this section must be submitted by a licensed Washington State Civil Engineer prior to construction and, for private bridges, every two (2) years thereafter.

Rationale: The current subsection "c" was modified by requiring bridges, culverts and roads to be capable of supporting the heaviest fire vehicle in Benton County. Private bridge loads must be posted, and must be inspected every two years. Not in Benton County, but through out the nation, private bridges have collapsed underneath responding fire trucks.

Amendments on Page 12 - Continued

~~((d))~~ (g) Access - Gradients. ~~((All developments shall be served by one route or access which has a maximum gradient of 12% or less and which route has a gravel surface; or a maximum gradient of 15% or less if the roadway is of two (2) inch or more asphalt or concrete surface and if the overall design of the roadway will enable access by fire department vehicles as determined by the Benton County Fire Marshal. Driveways which are less than two hundred (200) feet long are exempt from this provision.))~~

Rationale: Editorial Change- For clarification purposes, the above was rewritten.

(1) For all developments accessed by private road, access shall be by at least one private road with a maximum gradient of twelve (12) percent or less; provided, such maximum gradient may be exceeded under either of the following circumstances:

Amendments on Page 13

(i) A maximum gradient of no more than fifteen (15) percent shall be permissible if the private road is surfaced with two (2) inches or more of asphalt or concrete; or

(ii) Subject to the written approval of the Fire Marshal, a maximum gradient of fifteen (15) percent may be allowed for less than two hundred (200) feet if such gradient is followed by a gradient of zero (0) percent for a period of six hundred (600) feet and adequately satisfies the vertical curve alignment necessary for the appropriate fire fighting equipment. This design may be repeated as needed.

(2) Notwithstanding subsection (1) above, the maximum gradient of a private road providing access to a dwelling unit shall not exceed twelve (12) percent at any point within two hundred (200) feet of an intersection of such private road with another private road or with a public road.

(3) If requested, as-built drawings of each completed private road shall be submitted. The as-built drawing shall bear the stamp of a Washington State Registered Civil Engineer.

~~((e))~~ (h) A street within a new development will normally be continued as an extension of existing street, unless good site planning dictates a different solution. Street patterns must take into consideration access to adjacent properties. Sketches of a proposed street system for adjoining properties may be required if owned by the subdivider, or if the configuration of the large tracts make it necessary to provide future access through the property under consideration.

Rationale: Editorial Change – Renumbered “e” to “h”

~~((f))~~ (i) Access Identification - Uniform Address Posts. Address locator posts shall be installed and maintained in accordance with the standards adopted by Benton County. The owner of the property is responsible for maintaining and replacing address locator posts per the following requirements and standards:

Rationale: Editorial Change – Renumbered “f” to “i”

(3) If the address posts initially installed by the County are damaged, replacement of the address signs can be obtained from Benton County Planning/Building Department ~~((with))~~ by

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submitting a ~~(((\$15.00 purchasing))~~ fee as set by resolution of the Board of County Commissioners. In lieu of the ~~(((\$15.00))~~ fee, owners may provide their own signs.

Rationale: Editorial Change – Replaced a set fee with one approved by the Board.

ORDINANCE NO. _____

AN ORDINANCE relating to minimum standards for fire flows, water mains, fire hydrants, and roads; amending Ordinance 149, Section 1 (Subsection II), Ordinance 194, Section 1, Ordinance 243, Section 1, Ordinance 401, Section 1 and BCC 3.18.015; Ordinance 194, Section 2, Ordinance 379, Section 3, Ordinance 401, Section 2 and BCC 3.18.025; amending Ordinance 379, Section 4 and BCC 3.18.028; amending Ordinance 149, Section 1 (Subsection V) and BCC 3.18.030; amending Ordinance 149, Section 1 (Subsection VI), Ordinance 243, Section 2, Ordinance 401, Section 3 and BCC 3.18.036; amending Ordinance 149, Section 1 (Subsection VI), Ordinance 243, Section 2 and BCC 3.18.037; amending Ordinance 243, Section 3 and BCC 3.18.041; amending Ordinance 243, Section 4 and BCC 3.18.042; amending Ordinance 149, Section 1 (Subsection VIII), Ordinance 276, Section 2, Ordinance 379, Section 6 and BCC 3.18.045 and adding one new section to Chapter 3.18 BCC.

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

SECTION 1. Ordinance 149, Section 1 (Subsection II), Ordinance 194, Section 1, Ordinance 243, Section 1, Ordinance 401, Section 1 and BCC 3.18.015 are hereby amended to read as follows:

DEFINITIONS. For the purposes of this chapter the following words and phrases shall have the indicated meanings:

- (1) Agricultural Building - a structure which has as its sole use the storage or sheltering of farm implements, horticultural products, livestock, poultry, hay or grain. This definition shall not apply to buildings where agricultural products are processed, packaged or treated.
- (2) "A.I.A." shall mean the American Insurance Association, Inc.
- (3) "A.S.T.M." shall mean the American Society for Testing and Materials.
- (4) "A.W.W.A." shall mean the American Water Works Association.
- (5) "Building" shall mean any structure erected for the support, shelter, or enclosure of persons, animals, or property of any kind.
- (6) "Building Valuation Data" shall mean the Building Standards monthly publication issued by the International Code Council, Inc.
- (7) "Commercial Areas" shall mean any area proposed to be developed with buildings or structures other than a family dwelling.
- (8) "Construction Classification Number" shall mean a series of numbers from 0.50 through 1.50 that are mathematical factors used in a formula to determine total water supply requirements of this standard only (NFPA 1142).
- (9) "Continuous Supply" shall mean the providing of water at or above minimum flow levels at all times.
- (10) "Deadend Main" shall mean a water main over fifty (50) feet long and not being fed from both ends at the time of installation.

(11) "Draft Hydrant" shall mean a mechanical device designed for the removal of water by a fire pumper by applying a negative pressure without going through the normal domestic water system.

(12) "Dry Hydrant/Horizontal Standpipe" shall mean a non-pressurized piping system with four and one-half (4 1/2) inch National Standard Thread hose connections ~~((to remove water by suction from a below grade water source the piping system above grade remains dry when not in use))~~ designed so that a fire pumper can connect to one end and supply water to the dry fire hydrant or dry horizontal standpipe connection.

(13) "Exposure Hazard" shall mean a structure within fifty (50) feet of another building and one hundred (100) square feet or larger in area. If a structure is of occupancy hazard classification number three (3) or four (4), it is considered an exposure hazard if within fifty (50) feet of another building, regardless of size.

(14) "Factory Assembled Structure (FAS)" shall have the meaning as set forth in BCC 3.20.030(c).

~~((14))~~ (15) "Family Dwelling" shall mean a building under one roof which accommodates not more than two (2) families.

~~((15))~~ (16) "Fire Chief," "Chief," "Local District Fire Chief" shall mean the chief officer of the fire district having jurisdiction.

~~((16))~~ (17) "Fire Department" shall mean the fire authority normally responsible for fire protection in the area.

~~((17))~~ (18) "Fire Flow" shall mean the minimum flow of water required for fighting a fire at a specific building, development, or within a specific area. Said minimum flows shall be determined by the Benton County Fire Marshal, after consultation with the ~~((Benton County Fire Inspector, and the))~~ Local District Fire Chief, based on the criteria set forth in this chapter and in the current adopted issue of the National Fire Protection Associations (NFPA) Standard on Water Supplies for Suburban and Rural Fire Fighting (NFPA 1142).

~~((18))~~ (19) "Fire Hydrant" shall mean a mechanical device which is self draining, frost free, and is constructed to provide the required fire flow for the area serviced.

~~((19) "Fire Inspector" shall mean the Benton County Fire Inspector.)~~

(20) "Fire Marshal" shall mean the Benton County Fire Marshal or representative.

(21) "Flush-type Hydrant" shall mean a hydrant that is installed entirely below grade.

(22) "G.P.M." shall mean gallons per minute.

(23) "Gross Area" shall mean the area of a lot or parcel and includes public and private roads, and other easements.

(24) "Industrial Area" shall mean an area developed with uses permitted in zone classifications Commercial "C", Industrial "I-1" and Industrial "I-2". Industrial area includes shopping centers, hospitals and schools.

(25) "I.B.C." and "International Building Code" shall mean the International Building Code as adopted by Benton County.

(26) "I.F.C." and "International Fire Code" shall mean the International Fire Code as adopted by Benton County.

(27) "I.R.C." and "International Residential Code" shall mean the International Residential Code as adopted by Benton County.

(28) "Labeled" shall mean equipment or materials to which has been attached a label, symbol or other identifying mark of an organization acceptable to the Benton County Fire Marshal or designee, and concerned with product evaluation, that maintains periodic inspection of production of labeled equipment or materials and by whose labeling the manufacturer indicates compliance with appropriate standards or performance in a specified manner.

(29) "Large Diameter Hose" shall mean fire department hose having an inside diameter of three and one-half ((3-1/2")) (3 1/2) inches or larger.

(30) "Listed" shall mean equipment or materials included in a list published by an organization acceptable to the Benton County Fire Marshal or designee, and concerned with product evaluation, that maintains periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or material meets appropriate standards or has been tested and found suitable for use in a specified manner.

(31) "Manmade Sources of Water" shall mean above ground tanks, elevated gravity tanks, livestock watering tanks, cisterns, swimming pools, wells, quarries, mines, reservoirs, aqueducts, tankers, and hydrants served by a water supply system.

(32) "Manufactured Home" shall have the meaning as set forth in BCC 3.20.030(g).

(33) "Manufactured Home/FAS Park" shall have the meaning as set forth in BCC 3.20.030(h).

~~((32))~~ (34) "Minimum Requirements for Water Supply" shall mean the smallest quantity of water supply suggested for any degree of fire control. In some fires, this supply may be suitable for protecting exposures only.

~~((33))~~ (35) "Multiple Dwelling" shall mean a building designed for occupancy by three (3) or more families living separate from each other and containing three (3) or more dwelling units.

~~((34))~~ (36) "Municipal Type Water System" shall mean a system having water pipe serving hydrants and designed to furnish, over and above domestic consumption, a minimum flow of two hundred fifty ((250)) (250) gpm and twenty ((20)) (20) psi residual pressure for a two (2) hour period.

~~((35))~~ (37) "Mutual Aid" shall mean a plan developed between two (2) or more districts or departments to render assistance to the parties of the agreement. Often the request for such aid to be rendered will come only after an initial response has been made and the fire scene status has been determined.

~~((36))~~ (38) "N.F.P.A." shall mean the National Fire Protection Association, and this specific section shall refer to NFPA 1142 Standard on Water Supplies for Suburban and Rural Fire Fighting as adopted by Benton County.

~~((37))~~ (39) "NST" shall mean National Standard Thread.

~~((38))~~ (40) "Natural Bodies of Water" shall mean bodies of water contained by earth only, and shall include ponds, lakes, rivers, streams, bays, creeks, springs, artisan wells, and irrigation canals.

~~((39))~~ (41) "Normal Living Area Dwelling" shall mean the area which includes typical rooms, such as: living room, dining room, parlor, kitchen, bath, bedroom, halls, library, music room, family room, laundry room, etc., and includes any other areas that are normally heated or cooled as well as attic-basement provisions, enclosed parking (garage), and storage areas.

~~((40))~~ (42) "Occupancy Hazard Classification Number" shall mean a ~~((series of numbers))~~ number ~~((from))~~ between three ~~((3))~~ (3) ~~((through))~~ and seven ~~((7))~~ (7) that ~~((are))~~ is a mathematical ~~((factors))~~ factor used in a formula to determine total water supply requirements for Benton County and obtained from NFPA 1142 Standard on Water Supplies for Suburban and Rural Fire Fighting.

~~((41))~~ (43) "Private Hydrant" shall mean a fire hydrant situated and maintained to provide water for fire fighting purposes with restrictions as to access or use. The location may be such that it is not readily accessible for immediate use by the fire department for other than certain private property.

(44) "Private Road" means a road, driveway or any form of access easement in excess of two hundred (200) feet in length that is not dedicated to and maintained by Benton County.

~~((42))~~ (45) "Protected Property" shall mean property protected by a water supply that is minimally adequate in volume and duration and by a fire department capable of using the water supply to suppress a possible fire within the property.

~~((43))~~ (46) "PSI" shall mean pounds per square inch.

~~((44))~~ (47) "Public Fire Protection" shall mean the current edition of the pamphlet entitled, "Public Fire Protection," published by the Washington Surveying and Rating Bureau.

~~((45))~~ (48) "Public Hydrant" shall mean a fire hydrant so situated and maintained as to provide water for fire fighting purposes without restrictions as to use, the location of which is accessible for immediate use of the fire department at all times.

(49) "Public Road" means a road dedicated to and maintained by Benton County.

~~((46))~~ (50) "Public Water" shall mean any system or water supply intended or used for human consumption or other domestic uses, including sources, treatment, storage, transmission and distribution facilities where water is furnished to any community, collection or number of individuals, or is made available to the public for human consumption or domestic use, excluding water systems serving one single-family residence.

~~((47))~~ (51) "Purveyor" shall mean the federal agency, state agency, county agency, city, town, municipal corporation, firm, company, mutual, cooperative, association, corporation, partnership, district, institution, person, or persons owning or operating a public water system or the authorized agent thereof.

~~((48))~~ (52) "Rural Areas" shall mean ~~((an))~~ any ~~((area))~~ section designated on the Public Land Survey System that is wholly or partially within Benton County ~~((where))~~ with a population density ~~((is))~~ of less than five hundred ~~((500))~~ (500) persons ~~((per each square mile,))~~ and ~~((the))~~ with no more than ten (10) ~~((dwelling))~~ dwellings that utilize any private ~~((wells))~~, well, ~~((springs))~~ spring or community water ~~((services))~~ service ~~((of less than ten (10) households,))~~ excluding commercial and industrial ~~((areas))~~ uses and ~~((formal))~~ approved subdivisions.

~~((49))~~ (53) "Secondary (Design) Water Supply" shall mean the estimated rate of flow (expressed in gallons per minute for a prescribed time period) that is considered necessary to control a major fire in a building or structure.

~~((50))~~ (54) "Shall" indicates a mandatory requirement.

~~((51))~~ (55) "Should" indicates a recommendation or that which is advised but not required.

~~((52))~~ (56) "Single Water Point" shall mean the point or site at which a water supply, such as a pumper with portable folding tank connects to a ~~((or))~~ dry hydrant/horizontal standpipe, etc., may be located to protect a cluster of buildings, such as a subdivision or an estate.

~~((53))~~ (57) "Water main" shall mean the piping used to deliver fire flows intended for fire protection in amounts as required by the Benton County Fire Marshal.

SECTION 2. Ordinance 194, Section 2, Ordinance 379, Section 3, Ordinance 401, Section 2 and BCC 3.18.025 are hereby amended to read as follows:

GENERAL EXEMPTIONS. The following are exempt from BCC 3.18.030, BCC 3.18.035, BCC 3.18.036, BCC 3.18.037, BCC 3.18.038, BCC 3.18.039, BCC 3.18.040, BCC 3.18.041, and BCC 3.18.042.

(a) Low Density Exemption - Divisions of land which satisfy all the following requirements:

(1) Each lot created is at least one (1) gross acre or more in area; and

(2) The minimum permitted setback distance for all structures, from all lot lines, is twenty-five (25) feet unless greater distances are required by other county regulations (i.e., zoning, building, etc.); and

(3) The use of each lot created is limited by county regulations or plat covenant to a single family dwelling, duplex or other use which is not multi-family, commercial or industrial.

(b) Rural Areas.

(c) Existing lots of record as of March 26, 1981.

(d) Individual Wells - This chapter does not apply to an individual's use of a private well for domestic purposes.

~~((Mobile home parks and recreational))~~ Recreational vehicle (as defined in BCC 3.20.030(n)) parks of four (4) spaces or less ~~((7))~~ and multiple detached dwellings permitted per the Benton County Zoning Code.

(f) Agricultural buildings not located within one thousand (1,000) feet of an approved accessible water supply capable of providing fire flow otherwise required by this chapter. Any agricultural building subject to this exemption shall not be used for storing combustible materials.

(g) Structures not exceeding two thousand five hundred (2,500) square feet in floor area and not located within a water district or within an area served by a state approved private water system capable of delivering the required fire flow required by this chapter.

(h) Structures classified as Group U occupancies pursuant to the International Building Code which conform to the standards for agricultural building in Appendix C of the International Building Code, provided that stables and riding arenas intended for public use or assembly of boarding of animals not belonging to the owner of the building are not exempt.

(i) Structures or additions classified as Group U Occupancy by the International Building Code and to be built on a lot.

(j) Additions to existing structures classified as Group R, Division 3, by the International Residential Code.

SECTION 3. Ordinance 379, Section 4 and BCC 3.18.028 are hereby amended to read as follows:

EXEMPTION TO MINIMUM WATER FLOWS FOR SUBDIVISIONS.

(a) Proposed single family residential subdivisions and short subdivisions that will not be served (~~with~~) by a water system with water flows adequate to provide the minimum water flow for fire purposes required by BCC 3.18.039(a) may be approved by the County if each single family residence will be served by fire hydrants with at least two hundred fifty (250) gallons of water per minute for thirty (30) minutes at twenty (20) psi residual pressure. Provided, no such approval may be granted unless all structures erected or installed on such lots are provided with:

(1) Fire sprinkler systems conforming to the National Fire Protection Association Pamphlet No. 13D, Sprinkler Systems for One and Two Family Dwellings, (~~and Mobile Homes~~) Manufactured Homes and Factory Assembled Structures; and

(2) Minimum setbacks from property lines of at least twenty-five (25) feet.

(b) With respect to subdivisions approved under this section, all required water mains and fire hydrants shall be installed in accordance with the requirements of this chapter.

NEW SECTION. SECTION 4. There is hereby added a new section to Chapter 3.18 BCC which shall read as follows:

VOLUNTARY HYDRANTS AND DISTRIBUTION SYSTEMS. All fire hydrants, dry hydrants, and water distribution systems installed voluntarily by any person that are not required by this chapter shall be installed in accordance with BCC 3.18.030 through BCC 3.18.040.

SECTION 5. Ordinance 149, Section 1 (Subsection V) and BCC 3.18.030 are hereby amended to read as follows:

PROCEDURE FOR COMPLIANCE. The following shall be required for all (~~formal~~) subdivisions, short plat subdivisions, (~~mobile home~~) Manufactured Home/FAS parks, recreational vehicle parks, and commercial and industrial (~~area~~) areas not exempt under the provisions of BCC 3.18.025:

(a) (~~Formal subdivisions~~) Subdivisions:

(1) Prior to preliminary plat approval, the applicant shall submit to the Benton County Fire Marshal a letter from the water purveyor addressing its willingness and ability to satisfy the requirements of this chapter.

(2) Prior to final plat approval, the following shall be required:

(i) Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be signed by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of (~~social and~~) Health (~~services~~).

(ii) Water system plans shall be approved in writing by the Benton County Fire Marshal.

(iii) The approved water system shall be installed prior to final plat approval or a statement shall be placed on the plat indicating no building or (~~mobile home~~) Manufactured Home/FAS installation permit will be issued until the water system is installed, operating and approved.

(iv) Two (2) copies of the "as built" drawings must be filed with the Benton County Fire Marshal.

(3) When the distribution system is installed, said installation must be under the direction of a registered, professional engineer licensed in the State of Washington who shall certify the construction of the system is in accordance with the approved design.

(4) Written approval from the Benton County Fire Marshal that the system is operating to specifications shall be submitted.

(b) Short Plat subdivisions:

(1) Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be signed by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of (~~social and~~) Health (~~services~~).

(2) Prior to approval of plat, the applicant shall submit to the Benton County Fire Marshal a letter from the water purveyor addressing its willingness and ability to satisfy the requirements of this regulation.

(3) Water system plans shall be approved in writing by the Benton County Fire Marshal.

(4) The approved water system must be installed prior to the issuance of a building or ~~((mobile-home))~~ Manufactured Home/FAS installation permit and so stated on the plat.

(5) Two (2) copies of the "as built" drawings must be filed with the Benton County Fire Marshal.

(6) When the distribution system is installed, said installation must be under the direction of a registered, professional engineer licensed in the State of Washington who shall certify the construction of the system is in accordance with the approved design.

(c) ~~((Mobile-home))~~ Manufactured Home/FAS parks and recreational vehicle parks:

(1) Prior to approval, the applicant shall submit to the Benton County Fire Marshal a letter from the water purveyor addressing its willingness and ability to satisfy the requirements of this chapter.

(2) Prior to the special permit being issued, the following shall be required:

(i) Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be signed by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of ~~((Social-and))~~ Health ~~((Services))~~.

(ii) Water system plans shall be approved in writing by the Benton County Fire Marshal.

(iii) The approved water system shall be installed and approved prior to issuing the special permit to operate the ~~((mobile-home))~~ Manufactured Home/FAS park or recreational vehicle park.

(iv) Two (2) copies of the "as built" drawings must be filed with the Benton County Fire Marshal.

(3) When the distribution system is installed, said installation must be under the direction of a registered, professional engineer licensed in the State of Washington who shall certify the construction of the system is in accordance with the approved design.

(d) Commercial and industrial areas:

(1) Prior to issuance of a building permit, the applicant shall submit to the Benton County Fire Marshal a letter from the water purveyor addressing its willingness and ability to satisfy the requirements of this chapter.

(2) Prior to the building permit being issued, the following shall be required:

(i) Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be signed by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of ~~((Social-and))~~ Health ~~((Services))~~.

(ii) Water system plans shall be approved in writing by the Benton County Fire Marshal.

(iii) The approved water system shall be installed and approved prior to issuing the building permit.

(iv) Two (2) copies of the "as built" drawings must be filed with the Benton County Fire Marshal.

(3) When the distribution system is installed, said installation must be under the direction of a registered, professional engineer licensed in the State of Washington who shall certify the construction of the system is in accordance with the approved design.

SECTION 6. Ordinance 149, Section 1 (Subsection VI), Ordinance 243, Section 2, Ordinance 401, Section 3 and BCC 3.18.036 are hereby amended to read as follows:

WATER SYSTEM REQUIREMENTS--FIRE HYDRANTS--GENERAL STANDARDS. Fire hydrants shall meet the following standards.

(a) Fire hydrants shall conform to current A.W.W.A. Specifications for traffic model fire hydrants ~~((7))~~ and shall have one hundred fifty ~~((150))~~ (150) psi working pressure ~~((7))~~ and three hundred ~~((300))~~ (300) pounds hydrostatic test, 1 - 5 1/4" main valve opening, 1 - 4 1/2" NST pumper port that is fitted, when required by the respective Fire District, with a Storz adapter that complies with the Fire District requirements, two (2) - 2 1/2" NST hose port, and one (1) - 1/2" pentagon operating nut - open left. Compression type, opens against pressure main valve and will remain closed should the hydrant be broken off by a traffic accident. Hydrant shoe or inlet may be flanged, AC pipe or mechanical joint. Hydrant to be furnished with two (2) drain ports to insure rapid and complete drainage of hydrant barrel to eliminate all danger to damage by freezing.

(b) There shall be an auxiliary gate valve installed to permit the repair and replacement of the hydrants without disruption of water service. Gate valves shall be in conformance with the latest specifications of A.W.W.A. and be iron body, bronze mounted with two (2) inch square operating nuts that open left. End styles shall be flanged, mechanical joint or ring-tite. Valve boxes shall be sliding type with pick type lids.

(c) Hydrants shall stand plumb and be set to the finished grade. The bottom of the lowest outlet of the hydrant shall be no less than twenty-four (24) inches above the grade. There shall be thirty-six (36) inches of clear area about the hydrant for operation of a hydrant wrench on the outlets and on the control valve. The pumper port shall face the street. Where the street cannot be clearly defined or recognized, the port shall face the most likely route of approach and the location of the fire truck while pumping, as determined by the Benton County Fire Marshal.

(d) Hydrants shall not be obstructed by any structure or vegetation, or have the visibility impaired for a distance of fifty (50) feet in the direction of vehicular approach to the hydrant.

(e) Hydrants are to be accessible ~~((for))~~ at all times by fire department pumps.

(f) Fire hydrants subject to vehicle damage (i.e., those located in parking lots) shall be adequately protected.

(g) All hydrants shall be subject to testing and inspection by the Benton County Fire Marshal, subject to reasonable notice and scheduling with the purveyor.

SECTION 7. Ordinance 149, Section 1 (Subsection VI), Ordinance 243, Section 2 and BCC 3.18.037 are hereby amended to read as follows:

WATER SYSTEM REQUIREMENTS--FIRE HYDRANTS--LOCATION AND SPACING. (a) Location of hydrants shall be determined by the Benton County Fire Marshal.

(b) The location of all water mains, fire hydrants, and valves to be installed shall be properly and accurately marked on identifiable plans or drawings. Two (2) copies of all plans or drawings shall be furnished to the Benton County Fire Marshal.

(c) Fire hydrant spacing. The table below specifies the maximum permissible spacing between hydrants:

<u>Type of Development</u>	<u>Hydrant Spacing**</u>
Subdivisions, short plat subdivisions - limited to one (1) family dwellings	600 feet
Multiple family dwellings - Eight (8) or less units per acre	600 feet
((Mobile-home)) <u>Manufactured Home/FAS parks and recreational vehicle parks</u>	600 feet
Multiple family dwellings - Nine (9) or more units per acre, commercial, industrial, hospitals, schools	300 feet

**Spacing shall be measured ~~((by))~~ along the pathway ~~((required for the))~~ which a fire department ~~((to lay the))~~ would have to route a fire hose. This ~~((spacing))~~ pathway shall be as determined by the Benton County Fire Marshal.

SECTION 8. Ordinance 243, Section 3 and BCC 3.18.041 are hereby amended to read as follows:

ALTERNATE WATER SOURCES. The water supplies for fire fighting purposes as required by the Benton County Fire Marshal or designee may be supplied from natural bodies of water and manmade sources of water.

In the event a natural body of water is being investigated as a water source for use in emergency fire protection, written permission must be obtained from the following parties prior to any construction~~((-))~~: ~~((Such permission must be granted in writing by the owner of the property,))~~ all parties having ownership rights of any type in the property on which the water is located, the legal water rights owner (irrigation district, etc.), Corps of Engineers,

Department of Ecology, (~~or~~) and any other state or governmental agency that the Benton County Fire Marshal determines may have an interest in water usage for emergency fire protection. Upon receipt of such written permission and approval, information and assistance on delivery of water to the fire scene shall be provided by the Benton County Fire Marshal (~~(, Benton County Fire Inspector or~~) and the Local District Fire Chief.

SECTION 9. Ordinance 243, Section 4 and BCC 3.18.042 are hereby amended to read as follows:

DRY HYDRANTS, DRAFT HYDRANTS, OR HORIZONTAL STANDPIPES. (a) Dry hydrants, draft hydrants or horizontal standpipes may be constructed of ~~six ((6))~~ (6) to ~~eight ((8))~~ (8) inch A.S.T.M. Schedule 40 steel, or A.S.T.M. Schedule 40 PVC with glued joints. ~~((The final suction connection is to be 4 1/2" National hose male thread (same as typical fire hydrant steamer port), constructed from steel or metal alloy of an approved type, and must be capped-))~~ All hose connections shall be National Standard Thread, and constructed from steel or metal alloy of an approved type, and must be capped. The size of the connection shall comply with the respective Fire District's requirements. The Fire Marshal shall determine if the connections will be male or female.

(b) A strainer must be installed on the water supply side of the system with ~~three-eighths ((3/8))~~ (3/8) inch openings and an adequate number of openings to permit required fire flow. A removable end cap shall be furnished on the end of the strainer to permit back flushing. This is recommended on a monthly basis or as needed to insure proper operation of the system.

(c) Once a system is installed and approved, it is the responsibility of the interested party to maintain such system at all times to insure proper fire protection. All dry hydrants that protect any Commercial, or Industrial property will be inspected yearly by the Benton County Fire (~~Inspector~~) Marshal.

SECTION 10. Ordinance 149, Section 1 (Subsection VIII), Ordinance 276, Section 2, Ordinance 379, Section 6 and BCC 3.18.045 are hereby amended to read as follows:

MINIMUM ((ROADWAY)) ROAD REQUIREMENTS. (a) Except as otherwise provided in this chapter, ~~((The))~~ the minimum ~~((cleared vehicular))~~ acceptable improved surface for a ~~((driveway or))~~ private ~~((roadway))~~ road ~~((width))~~ shall be twenty (20) feet in width that is graded ~~((7))~~ ~~((compacted,))~~ and with two (2) inches of compacted recycled concrete ~~((7))~~ asphalt or two (2) inches of base course crushed surfacing in accordance with the specifications set forth in Standard Specifications for Road, Bridges and Municipal Construction published by the Washington State Department of Transportation, as now in effect or hereafter amended. ~~((A minimum improved turning radius of fifty (50) feet in the form of a cul de sac shall be provided at such time that a lane, street, access easement, private road, or private driveway is improved to a distance in excess of two hundred (200) feet; provided, if such is extended after installation of such cul de sac, the cul de sac shall be removed and moved to the end of such lane, street, access easement, private road or private driveway. Alternate turn around designs approved by the Fire Marshal may be used in lieu of the cul de sac with a fifty (50) foot turning radius. Alternate designs shall not require more than one (1) backing up motion-))~~

(b) The minimum improved surface of a private road may be twelve (12) feet in width surfaced with the materials set forth in subsection (a) above, but only if the private road serves six (6) or fewer dwelling units (a duplex constitutes two (2) dwelling units) and turnouts ten (10) feet wide and thirty (30) feet in length, surfaced in the same manner as the remainder of the private road, are placed every three hundred (300) feet from a public road.

(c) If a private road has any curves or turns, the required improved width of any such private road shall be as determined and set forth in writing by the Fire Marshal to a width deemed necessary to allow the appropriate fire fighting equipment to safely navigate such curves or turns. If no such written determination is requested of and made by the Fire Marshal, then a private road with curves or turns must be improved to a width of twenty (20) feet in accordance with the standards set forth in subsection (a) above.

(d) All private roads must terminate in a turnaround that shall not require more than one backing up motion for a fire truck of at least thirty-seven (37) feet in length from bumper to bumper to completely turn around.

~~((b))~~ (e) All ~~((cul de sacs, lanes, streets, access easements,))~~ private roads ~~((, or private driveways intended to provide access to a parcel))~~ shall be constructed to applicable standards set forth above and all conditions of approval of an encroachment permit shall be satisfied prior to ~~((an))~~ any certificate of occupancy ~~((permit))~~ being ~~((approved))~~ issued for that parcel.

~~((e))~~ (f) Bridges and Culverts. All private roads over any ~~((drainages, rivers, creeks,))~~ drainage, river, creek, etc. shall be traversed by a private ~~((bridges))~~ bridge or ~~((culverts))~~ culvert ~~((that shall be))~~ capable of supporting at least sixty thousand (60,000) pounds or such higher weight as deemed necessary and designated in writing by the Fire Marshal. ~~((the imposed weights of vehicles needed for fire protection,))~~ Private bridges over twenty (20) feet long are not allowed. ~~((and the))~~ Private ~~((bridge))~~ bridges ~~((or))~~ and ~~((culvert))~~ culverts shall be designed to handle a 25-year storm event; provided, if located in an area designated as a 100-year flood plain, then the design must meet the 100-year flood event. A letter stating that the private bridge or culvert design meets the ~~((imposed load, and that the bridge or culvert meets the 25-year storm event))~~ requirements of this section must be submitted by a licensed Washington State Civil Engineer prior to construction and, for private bridges, every two (2) years thereafter.

~~((d))~~ (g) Access - Gradients. ~~((All developments shall be served by one route or access which has a maximum gradient of 12% or less and which route has a gravel surface, or a maximum gradient of 15% or less if the roadway is of two (2) inch or more asphalt or concrete surface and if the overall design of the roadway will enable access by fire department vehicles as determined by the Benton County Fire Marshal. Driveways which are less than two hundred (200) feet long are exempt from this provision.))~~

(1) For all developments accessed by private road, access shall be by at least one private road with a maximum gradient of twelve (12) percent or less; provided, such maximum gradient may be exceeded under either of the following circumstances:

(i) A maximum gradient of no more than fifteen (15) percent shall be permissible if the private road is surfaced with two (2) inches or more of asphalt or concrete; or

(ii) Subject to the written approval of the Fire Marshal, a maximum gradient of fifteen (15) percent may be allowed for less than two hundred (200) feet if such gradient is followed by a gradient of zero (0) percent for a period of six hundred (600) feet and adequately satisfies the vertical curve alignment necessary for the appropriate fire fighting equipment. This design may be repeated as needed.

(2) Notwithstanding subsection (1) above, the maximum gradient of a private road providing access to a dwelling unit shall not exceed twelve (12) percent at any point within two hundred (200) feet of an intersection of such private road with another private road or with a public road.

(3) If requested, as-built drawings of each completed private road shall be submitted. The as-built drawing shall bear the stamp of a Washington State Registered Civil Engineer.

~~((e+))~~ (h) A street within a new development will normally be continued as an extension of existing street, unless good site planning dictates a different solution. Street patterns must take into consideration access to adjacent properties. Sketches of a proposed street system for adjoining properties may be required if owned by the subdivider, or if the configuration of the large tracts make it necessary to provide future access through the property under consideration.

(1) A residential development exceeding sixteen (16) dwelling units that is served by a single access road over six hundred (600) feet in length and each lot is less than one (1) gross acre in size, must have a second entry street.

(2) All residential developments containing more than fifty (50) individual lots shall have a second entry street.

(3) Cul-de-sacs will be permitted where topography or other conditions justify their use. Without approval, they shall not exceed six hundred (600) feet.

~~((f+))~~ (i) Access Identification - Uniform Address Posts. Address locator posts shall be installed and maintained in accordance with the standards adopted by Benton County. The owner of the property is responsible for maintaining and replacing address locator posts per the following requirements and standards:

(1) Address locator posts shall be perpendicular to the public right-of-way and shall be positioned off the road so as not to hinder the movement of traffic and road maintenance vehicles.

(2) The posts shall be located adjacent to the private easement point of encroachment and/or driveway.

(3) If the address posts initially installed by the County are damaged, replacement of the address signs can be obtained from Benton County Planning/Building Department ~~((with))~~ by

submitting a ((~~\$15.00~~ purchasing)) fee as set by resolution of the Board of County Commissioners. In lieu of the ((~~\$15.00~~)) fee, owners may provide their own signs.

(4) The posts must be at least four (4) and less than six (6) feet in height with reflective address numbers each at least four (4) inches in height on both sides.

(5) The address posts shall be flexible and shall not be hazardous to moving vehicles because of sign materials. Only posts approved by the County are allowed to be put on the public right of way.

(6) Address numbers shall be mounted on the structure in addition to the address locator posts. The address shall be placed on the side of the structure that faces the road. It should be placed near a doorway; if no doorway exists on the side of the structure facing the right-of-way, the numbers shall be placed four to six (4 - 6) feet above ground level. The numbers shall be a minimum of four (4) inches in height and shall contrast with their background.

SECTION 11. 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 12. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____, 2008.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN that the following ordinance amendment will be considered by the Benton County Board of Commissioners at a public hearing on Monday, June 2, 2008, beginning at 9:15 a.m. in the Commissioners Hearing Room, Third Floor, Courthouse, 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 Board of County Commissioners in care of the Planning Department on or before the date of the hearing.

Ordinance Amendments to BCC 3.18 - relating to the minimum standards for fire flows, water mains, fire hydrants, and roads; amending Ordinance 149, Section 1 (Subsection II), Ordinance 194, Section 1, Ordinance 243, Section 1, Ordinance 401, Section 1 and BCC 3.18.015; Ordinance 194, Section 2, Ordinance 379, Section 3, Ordinance 401, Section 2 and BCC 3.18.025; amending Ordinance 379, Section 4 and BCC 3.18.028; amending Ordinance 149, Section 1 (Subsection V) and BCC 3.18.030; amending Ordinance 149, Section 1 (Subsection VI), Ordinance 243, Section 2, Ordinance 401, Section 3 and BCC 3.18.036; amending Ordinance 149, Section 1 (Subsection VI), Ordinance 243, Section 2 and BCC 3.18.037; amending Ordinance 243, Section 3 and BCC 3.18.041; amending Ordinance 243, Section 4 and BCC 3.18.042; amending Ordinance 149, Section 1 (Subsection VIII), Ordinance 276, Section 2, Ordinance 279, Section 6 and BCC 3.18.045 and adding one new section to Chapter 3.18 BCC.

A summary of the proposed amendments follows this legal notice. This ordinance shall take effect and be in full force upon its passage and adoption.

FURTHER INFORMATION REGARDING THE AMENDMENTS and requests for full copies of the proposed ordinance amendments are available by contacting the Benton County Building Department, 5600 W Canal Dr. Ste. C, Box A-105, Kennewick WA 99336 or by calling 735-3500 (Tri-Cities) or 786-5622 (From 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 Building Department at the above stated phone numbers 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 16th day of May 2008.

CLAUDE OLIVER, Chairman
BOARD OF COUNTY COMMISSIONERS

STEVE BROWN, MANAGER
BENTON COUNTY BUILDING DEPARTMENT

PUBLISH ON: May 22, 2008

Ordinance No. _____

SECTION 1 DEFINITIONS Amending the definitions for Dry Hydrant, Fire Flow, Large Diameter Hose, Multiple Dwelling, Municipal Type Water System, Occupancy Hazard Classification Number, Rural Areas, Single Water Point, adding new definitions for Factory Assembled Structure, Manufactured Home, Manufactured Home/FAS Park, Private Road, and Public Road and deleting definitions for Fire Inspector.

SECTION 2 GENERAL EXEMPTIONS This Section changes the wording "Mobile home parks and recreational" vehicle to "Recreational vehicle as defined in BCC 3.20.030(n)".

SECTION 3 EXEMPTION TO MINIMUM WATER FLOWS FOR SUBDIVISIONS This section changes the wording from "Mobile Homes" to "Manufactured Homes and Factory Assembled Structures".

NEW SECTION - SECTION 4 VOLUNTARY HYDRANTS AND DISTRIBUTION SYSTEMS. This section adds wording requiring that all fire hydrants, dry hydrants, and water distribution systems installed voluntarily by any person that are not required by this chapter shall be installed in accordance with BCC 3.18.030 through BCC 3.18.040.

SECTION 5 PROCEDURE FOR COMPLIANCE This section deletes the words "Mobile Home" and replaces it with "Manufactured Home/FAS" and deletes the word "formal" and changes it to "all". It also changes the wording from Department of Social and Health Services to the Department of Health Services. It deletes the words "Mobile Home" with the words "Manufactured Home/FAS parks and recreational vehicle parks".

SECTION 6 WATER SYSTEM REQUIREMENTS-FIRE HYDRANTS-GENERAL STANDARDS This Section adds criteria to require one hundred fifty psi working pressure and three hundred pounds hydrostatic test. It also requires that hydrants be accessible at all times by fire department pumps.

SECTION 7 WATER SYSTEM REQUIREMENTS-FIRE HYDRANTS-LOCATION AND SPACING This section deletes the words "Mobile Home" and replaces it with "Manufactured Home/FAS". Wording is amended to require that hydrant spacing shall be measured along the pathway which a fire department would have to route a fire hose. This pathway shall be as determined by the Benton County Fire Marshal.

SECTION 8 ALTERNATE WATER SOURCES This section is being amended to change the wording to require that permission must be obtained from all parties having ownership rights of any type in the property on which the water is located and any other state or governmental agency that the Benton County Fire Marshal determines.

SECTION 9 DRY HYDRANTS, DRAFT HYDRANTS, OR HORIZONTAL STANDPIPES This Section is being amended to add the words "draft hydrants or horizontal standpipes". Adding wording that all hose connections shall be National Standard Thread and constructed from steel or metal alloy of an approved type, and must be capped. The size of the connection shall comply with the respective Fire District's requirements. The Fire Marshal shall determine if the connections will be male or female. Deleting the word inspector and replacing it with the word Marshal.

SECTION 10 ROAD REQUIREMENTS This section is being amended to allow except as otherwise provided in this chapter the minimum acceptable improved surface for a private road

shall be twenty feet in width that is graded and with two inches of compacted recycled concrete, asphalt, or two (2) inches of course crushed surfacing as set forth in Standard Specifications for Road, Bridges and Municipal Construction and deleting the wording regarding minimums for turnarounds. This section also includes new wording regarding criteria for widths of minimum improved surface of private roads and turnarounds. This section is also amended to include that the conditions of approval on an encroachment permit shall be satisfied prior to any certificate of occupancy being issued and that private roads over bridges and culverts shall be traversed by a private bridge or culvert capable of supporting at least sixty thousand pounds or such high weight as deemed necessary and designated in writing by the Fire Marshal. Private bridges over twenty feet long are not allowed. Private bridges and culverts located in an area designated as a 100-year flood plain, must meet the 100-year flood event. A letter stating that the private bridge or culvert meets the requirements of this section must be submitted by a licensed Washington State Civil Engineer prior to construction and for private bridges every two years thereafter. This section also amends the criteria for access gradients deleting the current criteria and replacing it with new criteria requiring that developments accessed by a private road with a maximum gradient of not more than 12 percent unless the private road is surfaced with two inches of asphalt or concrete then a maximum gradient of not more than 15 percent shall be permissible or if approved by the Fire Marshal a gradient of 15 percent may be allowed for less than two hundred feet if such gradient is followed by a gradient of zero percent for a period of six hundred feet and adequately satisfies the vertical curve alignment necessary for the appropriate fire fighting equipment. The maximum gradient of a private road providing access to a dwelling shall not exceed twelve percent at any point within two hundred feet of an intersection of such private road with another private road or with a public road. As built drawings of each completed private road shall be submitted if requested.

SECTION 11- 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 12 EFFECTIVE DATE This ordinance shall take effect and be in full force upon its passage and adoption.

Ross B. Dunfee, P.E.
Public Works Director / County Engineer
Steven W. Becken
Asst. Director/Asst. County Engineer

Benton County

Department of Public Works

Area Code 509
Prosser 786-3611
Tri-Cities 736-3084
Ext 5664
Fax 786-5627

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

May 28, 2008

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise/Public Hearing
Applicant: C & M ORCHARDS

Commissioners:

C & M Orchards has filed a petition to obtain a nonexclusive franchise for placing an irrigation and domestic water lines distribution system within County road right of way in unincorporated areas of Benton County.

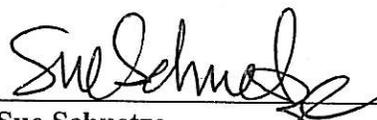
This office has reviewed the request and based upon our current franchise requirements recommends approval of the request, subject to the following conditions:

1. This office recommends that the term of the franchise be for a five (5) year period.
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. Proof of insurance must be sent every year.
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 treatment of disturbed lands for noxious weeds.
4. Should Benton County require utility relocation work because of road reconstruction or maintenance, said work shall be at the Grantee's expense.
5. The franchise is nonexclusive.
6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,

Ross B. Dunfee, P.E.
County Engineer/Director of Public Works


Sue Schuetze
Engineer II

9:35

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CENTRAL SERVICES FUND NO. 0502-101 BUDGET IN THE AMOUNT OF \$16,726

WHEREAS, Central Services has requested a supplemental appropriation to the Central Services Fund No. 0502-101, in the amount of \$16,726; and said supplement corresponds to the final payment for the Tyler Content Manager Project approved in 2007, but not invoiced until 2008; and,

WHEREAS, a public hearing was held on Monday, June 2, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Central Services Fund No. 0502-101, in the amount of \$16,726 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **Central Services** Fund Number: **0502-101**
 Dept Name: **Central Services** Dept Number: **000**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
594.180.6430	Capital Computer Software	16,726	722,126
Total Supplement		\$16,726	

Revenue		
Fund Number	Item Name	Amount
348.80.0117	Prosecuting Attorney	5,575
348.80.0118	Sheriff: Administration	5,575
348.80.0120	Sheriff: Custody	5,576
Total Revenue		\$16,726

Basis for Supplement (Attach Documentation as Appropriate):
 This request involves the Tyler Content Manager project approved in 2007 for the departments indicated above. The implementation occurred late enough in the year that Tyler was not able to generate the final invoice before the deadline for submitting 2007 invoices for payment. Amount requested represents the final payment for the new system.

Commissioners

Charles A. Orr
 CHAIRMAN

Mr. E. Bentley
 COMMISSIONER

Leo M. Bowman
 COMMISSIONER

Approved for Hearing
 Denied

Review Notes: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, PROSECUTING ATTORNEY'S OFFICE, DEPT. 117, BUDGET IN THE AMOUNT OF \$5,575

WHEREAS, the Prosecuting Attorney's Office has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 117, in the amount of \$5,575; and said supplement is for final payment for the Tyler Content Manager Project approved in 2007, but not invoiced until 2008; and,

WHEREAS, a public hearing was held on Monday, June 2, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Prosecuting Attorney's Office, Dept. 117, in the amount of \$5,575 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **Current Expense**
 Dept Name: **Prosecuting Attorney**

Fund Number: **0000101**
 Dept Number: **117**

Request Summary

Expenditure

BARS Number	Item Name	Supplement Amount	Revised Budget
515.100.9402	Computer Purchases Software	5,575	5,575
Total Supplement		\$5,575	

Revenue

Fund Number	Item Name	Amount
291.74.0001	Beginning Fund Balance	5,575
Total Revenue		\$5,575

Basis for Supplement:
 This request involves the Tyler Content Manager project approved in 2007. The implementation occurred late enough in the year that Tyler was not able to generate the final invoice before the deadline for submitting 2007 invoices for payment.

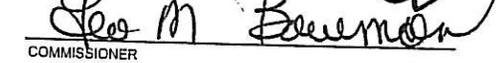
Review Comments

Commissioners: _____

 Auditor's Office: _____

Commissioners

 CHAIRMAN

 COMMISSIONER

 COMMISSIONER

Approved for Hearing
 Denied

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, SHERIFF ADMINISTRATION, DEPT. 118, BUDGET IN THE AMOUNT OF \$5,575

WHEREAS, the Sheriff's Administration Office has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 118, in the amount of \$5,575; and said supplement is for final payment for the Tyler Content Manager Project approved in 2007, but not invoiced until 2008; and,

WHEREAS, a public hearing was held on Monday, June 2, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Sheriff's Administration Office, Dept. 118, in the amount of \$5,575 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, SHERIFF CUSTODY, DEPT. 120, BUDGET IN THE AMOUNT OF \$5,576

WHEREAS, the Sheriff's Custody Office has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 120, in the amount of \$5,576; and said supplement is for final payment for the Tyler Content Manager Project approved in 2007, but not invoiced until 2008; and,

WHEREAS, a public hearing was held on Monday, June 2, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Sheriff's Custody Office, Dept. 120, in the amount of \$5,576 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **Current Expense**
Dept Name: **Sheriff Custody**

Fund Number: **0000101**
Dept Number: **120**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
523.200.9402	Computer Purchases Software	5,576	5,576
Total Supplement		\$5,576	

Revenue		
Fund Number	Item Name	Amount
291.74.0001	Beginning Fund Balance	5,576
Total Revenue		\$5,576

Basis for Supplement:
This request involves the Tyler Content Manager project approved in 2007. The implementation occurred late enough in the year that Tyler was not able to generate the final invoice before the deadline for submitting 2007 invoices for payment.

Review Comments

Commissioners: _____

 Auditor's Office: _____

Commissioners

Claude R. Olson
CHAIRMAN
Marie E. Benitez
COMMISSIONER
Leo M. Breunler
COMMISSIONER

Approved for Hearing
 Denied

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, OFFICE OF PUBLIC DEFENSE, DEPT. 136, BUDGET IN THE AMOUNT OF \$586,063

WHEREAS, the Office of Public Defense has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 136, in the amount of \$586,063; and said supplement is for professional services due to unanticipated cases and for timing of outstanding vouchers from 2001 – 2007; and,

WHEREAS, a public hearing was held on Monday, June 2, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Office of Public Defense, Dept. 136, in the amount of \$586,063 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **Current Expense**
 Dept Name: **Office of Public Defense**

Fund Number: **0000101**
 Dept Number: **136**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
512.819.4103	Professional Services	586,063	686,063
Total Supplement		\$586,063	

Revenue		Amount
Fund Number	Item Name	Amount
291.74.0001	Beginning Fund Balance	586,063
Total Revenue		\$586,063

Basis for Supplement:
 Unanticipated professional services in limited use funds for the following cases: Hilton: \$332,884; Somolyuk \$75,526; Tucker: \$9,653; Slack \$80,000; and due to timing outstanding vouchers 2001-2007 \$88,000.

Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners

Clark Allen
 CHAIRMAN
MacBentley
 COMMISSIONER
Leo M. Beeman
 COMMISSIONER

Approved for Hearing
 Denied

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, SUPERIOR COURT, DEPT. 123, BUDGET IN THE AMOUNT OF \$12,700

WHEREAS, Superior Court has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 123, in the amount of \$12,700 (\$700 for WA State CASA grant funds received for training and \$12,000 for Adult Drug Court contract increase); and

WHEREAS, a public hearing was held on Monday, June 2, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Superior Court, Dept. 123, in the amount of \$12,700 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **Current Expense** Fund Number: **0000-101**
 Dept Name: **Superior Court** Dept Number: **123**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
512.211.4905	Training	700	3,600
512.212.4102	Contract Services	12,000	67,950
Total Supplement		\$12,700	

Revenue		
Fund Number	Item Name	Amount
367-00-0002	Washington State CASA Grant	700
	Current Expense Fund Balance	12,000
Total Revenue		\$12,700

Basis for Supplement:

- (1) WA State CASA grant funds received and are to be transferred from current expense fund balance to appropriate line item;
- (2) Contract for defense attorney for Adult Drug Court has been renegotiated at an increased rate of pay.

Review Comments

Commissioners: _____

 Auditor's Office: _____

Commissioners

Charles L. Oliver
 CHAIRMAN
Mr. E. Bernick
 COMMISSIONER
Leo M. Bauerman
 COMMISSIONER

Approved for Hearing
 Denied

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CENTRAL SERVICES FUND NO. 0502-101 BUDGET IN THE AMOUNT OF \$3,810

WHEREAS, Central Services has requested a supplemental appropriation to the Central Services Fund No. 0502-101, in the amount of \$3,810; and said supplement corresponds to the purchase of a laptop and network color printer for Juvenile Justice; and,

WHEREAS, a public hearing was held on Monday, June 2, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Central Services Fund No. 0502-101, in the amount of \$3,810 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CENTRAL SERVICES FUND NO. 0502-101 BUDGET IN THE AMOUNT OF \$7,880

WHEREAS, Central Services has requested a supplemental appropriation to the Central Services Fund No. 0502-101, in the amount of \$7,880; and said supplement corresponds to a new digital video system for patrol cars; and,

WHEREAS, a public hearing was held on Monday, June 2, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Central Services Fund No. 0502-101, in the amount of \$7,880 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

cc: Auditor; Central Services; Ivey; Supplement file

flores

Commissioners' Date Stamp:

**TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

Fund Name: **Central Services**
 Dept Name: **Central Services**

Fund Number: **0502-101**
 Dept Number: **000**

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
594.180.6401	Capital Computer Hardware	7,880	36,680
Total Supplement		\$7,880	

Revenue		
Fund Number	Item Name	Amount
348.80.0121	Sheriff: Patrol	7,880
Total Revenue		\$7,880

Basis for Supplement (Attach Documentation as Appropriate):
 This request corresponds with a portion a request by the Sheriff for acquiring a digital video system for the patrol cars. Specifically, the amount requested here is for a server for storing the video files collected by the system.

Commissioners

Clark L. Olson
 CHAIRMAN
Mary E. Bennett
 COMMISSIONER
Joe M. Bauman
 COMMISSIONER

- Approved for Hearing
- Denied

Review Notes: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CENTRAL SERVICES FUND NO. 0502-101 BUDGET IN THE AMOUNT OF \$23,340

WHEREAS, Central Services has requested a supplemental appropriation to the Central Services Fund No. 0502-101, in the amount of \$23,340; and said supplement corresponds to new FTR digital audio recording systems for new courtrooms at the Justice Center; and,

WHEREAS, a public hearing was held on Monday, June 2, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Central Services Fund No. 0502-101, in the amount of \$23,340 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 HOMELESS HOUSING AND ASSISTANCE FUND NO. 0154-101 BUDGET IN THE AMOUNT OF \$272,600

WHEREAS, the Commissioners' Office has requested a supplemental appropriation to the Homeless Housing and Assistance Fund No. 0154-101, in the amount of \$272,600; and said supplement corresponds with an increase in the CAC and HGAP Contracts; and,

WHEREAS, a public hearing was held on Monday, June 2, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Homeless Housing and Assistance Fund No. 0154-101, in the amount of \$272,600 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 SUPERIOR COURT CLERK- COLLECTIONS DEPARTMENT FUND NO. 0146-101 BUDGET IN THE AMOUNT OF \$40,767

WHEREAS, Superior Court has requested a supplemental appropriation to the Superior Court Clerk - Collection Fund No. 0146-101, in the amount of \$40,767; and said supplement corresponds to a new LPA III position request to cover salary, benefits, supplies and computer software; and,

WHEREAS, a public hearing was held on Monday, June 2, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Superior Court Clerk - Collection Fund No. 0146-101, in the amount of \$40,767 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

flor

cc: Auditor; Superior Court, Ivey; Supplement file

Commissioners' Date Stamp:

TRANSMITTAL
REQUEST FOR SUPPLEMENTAL APPROPRIATION

Fund Name: **Clerk Collection Fund**
Dept Name: **Superior Court Clerk**

Fund Number: **0146101**
Dept Number: **000**

Request Summary

Expenditure

BARS Number	Item Name	Supplement Amount	Revised Budget
512.300.1138	Legal Process Assistant III	15,744	15,744
512.300.2102	Social Security	1,250	13,200
512.300.2103	Medical Insurance	8,840	46,020
512.300.2104	Retirement	1,470	12,749
512.300.3101	Office Supplies (Furniture)	3,530	10,530
512.300.4103	Professional Services (furniture installation)	633	883
512.300.9101	Data Processing Administration	1,300	12,882
512.300.9401	Computer Purchases	6,400	6,400
512.300.9305	Computer Hardware & Software	1,600	1,600
Total Supplement		\$40,767	

Revenue

Fund Number	Item Name	Amount
338.19.0001	Collection Cost Recovery	40,767
Total Revenue		\$40,767

Basis for Supplement (Attach Documentation as Appropriate):

I am asking for an additional person in the self funded Collections department. This person will assist with receipting fines and restitution at the front counter, after court paperwork and scanning. The reason that the computer equipment and work station prices are high is to accomodate a full scanning station so that the collection department will be able to handle their own documents.

Commissioners

Claude L. Oliver
CHAIRMAN
Max E. Benitez
COMMISSIONER
Leo M. Bowman
COMMISSIONER

- Approved for Hearing
 Denied

Review Notes: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CENTRAL SERVICES FUND NO. 0502-101 BUDGET IN THE AMOUNT OF \$9,300

WHEREAS, Central Services has requested a supplemental appropriation to the Central Services Fund No. 0502-101, in the amount of \$9,300; and said supplement corresponds with a new position request by Clerk's Collection for one PC w/dual monitor, scanner and one seat of Liberty IMS document imaging software; and,

WHEREAS, a public hearing was held on Monday, June 2, 2008, at 9:35 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

WHEREAS, the Board finds said supplement to be in the best interest of the citizens of Benton County; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Central Services Fund No. 0502-101, in the amount of \$9,300 be approved per the attached request.

Dated this day of, 2008

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Ross B. Dunfee, P.E.
Public Works Director / County Engineer
Steven W. Becken
Asst. Director/Asst. County Engineer

Benton County

Department of Public Works

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

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

9:55

May 28, 2008

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise/Public Hearing
Applicant: WYCKOFF FARMS, INC.

Commissioners:

Wyckoff Farms has filed a petition to obtain a nonexclusive franchise for placing an irrigation water distribution system within County road right of way in unincorporated areas of Benton County.

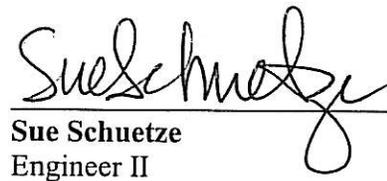
This office has reviewed the request and based upon our current franchise requirements recommends approval of the request, subject to the following conditions:

1. This office recommends that the term of the franchise be for a five (5) year period.
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. Proof of insurance must be sent every year.
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 treatment of disturbed lands for noxious weeds.
4. Should Benton County require utility relocation work because of road reconstruction or maintenance, said work shall be at the Grantee's expense.
5. The franchise is nonexclusive.
6. The Grantee sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

If you have any questions, please contact this office.

Sincerely,

Ross B. Dunfee, P.E.
County Engineer/Director of Public Works


Sue Schuetze
Engineer II

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>Consent Agenda</u>
Meeting Date: <u>6-2-2008</u>	Execute Contract	Public Hearing
Subject: <u>CID</u>	Pass Resolution	1st Discussion
Prepared by: <u>LSK</u>	Pass Ordinance	2nd Discussion
Reviewed by: <u>LSK</u>	Pass Motion	Workshop
	Board Direction X	X

10:00

SUMMARY BACKGROUND INFORMATION

Communication on “Benton County Water Rights and Transfer Proposal” between Columbia Irrigation District ‘s attorney, Terry Miller, and Benton County’s attorney, Kathleen Fitzgerald, have been going on for quite awhile. There are three outstanding issues to be resolved to close out these discussions.

1. Pay the outstanding irrigation assessments on the following parcels (see attachment “A”);
 - 1-0598-103-0003-001
 - 1-0598-103-0010-001
 - 1-0980-300-0023-000
 - 1-2180-201-0162-005
 - 1-2680-400-0009-001

2. Submit add land petitions for the following Fairground parcels into the Columbia Irrigation District’s boundaries;
 - 1-0780-100-0002-001
 - 1-0880-200-0009-000

3. Submit applications to transfer water rights from the following Benton County owned parcels to the following Fairgrounds parcels;
 - Transfer from:
 - 1-0598-103-0003-001
 - 1-0598-103-0010-001
 - 1-0980-300-0023-000
 - 1-2180-201-0162-005
 - 1-2680-400-0009-001
 - 1-0880-200-0004-000
 - Transfer to:
 - 1-0780-100-0002-001

RECOMMENDATION

Approve paying the outstanding irrigation assessments; signing the add land petitions, and signing the applications to transfer water rights.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING PAYMENT OF OUTSTANDING IRRIGATION ASSESSMENTS, SIGNING ADD LAND PETITIONS, AND SIGNING THE APPLICATIONS TO TRANSFER BENTON COUNTY WATER RIGHTS TO THE FAIRGROUNDS

WHEREAS, Benton County has several parcels that consist of simple fee property, tax title property, and county owned road right-of-way property that are currently located within the Columbia Irrigation District (CID) with parcel numbers listed in Exhibit A attached hereto; and

WHEREAS, Columbia Irrigation District requested Benton County to start utilizing the allotted irrigation water for these parcels or the irrigation district would relinquish the water rights from these parcels; and

WHEREAS, Benton County's Deputy Prosecuting Attorney has been working several months with Columbia Irrigation District's Legal Council to resolve this issue; and

WHEREAS, Benton County Commissioners has determined they would like to keep the water rights and transfer the water from the current parcels to the Benton County Fairgrounds; and

WHEREAS, there are three outstanding issues that need to be accomplished prior to the County being granted the transfer of irrigation water rights: 1) pay the outstanding irrigation assessments; 2) submit the add land petitions for the Benton County Fairground parcels into the Columbia Irrigation District's boundaries; 3) submit applications to transfer water rights from the current Benton County owned parcels to the Fairground parcels with all parcels involved being further described in Exhibit A attached hereto; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington agrees with the above mentioned process to resolve the irrigation water rights issue between Benton County and Columbia Irrigation District and hereby authorizes the payment of the outstanding irrigation assessments; authorizing the Board to sign the add land petitions allowing the Fairgrounds parcels into Columbia Irrigation District's boundaries; and authorizing the Chairman of the Board to sign the application to transfer water rights from Benton County owned parcels to the Fairground parcels all in accordance with Exhibit A attached hereto.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Attest: _____
Clerk of the Board

Member

Orig.: Comnrs Office
cc: Auditor; Fairgrounds; LSK; K. Fitzgerald; CID

EXHIBIT A

1. Pay the outstanding irrigation assessments on the the following parcels:

Parcel Number	Assessment Year	Principle	Interest	Collection Fees	CID Penalties	Current Balance
1-0598-103-0003-001	2005	\$ 89.00	\$ 32.93	\$ 20.00	\$ -	
	2006	125.00	31.25	20.00	20.00	
	2007	126.00	16.38	20.00	20.00	
	2008	134.00	1.34	-	20.00	
subtotals	\$ 474.00	\$ 81.90	\$ 60.00	\$ 60.00	\$ 675.90	
1-0598-103-0010-001	2005	\$ 89.00	\$ 32.93	\$ 20.00	\$ -	
	2006	125.00	31.25	20.00	20.00	
	2007	126.00	16.38	20.00	20.00	
	2008	134.00	1.34	-	20.00	
subtotals	\$ 474.00	\$ 81.90	\$ 60.00	\$ 60.00	\$ 675.90	
1-0980-300-0023-000	2007	\$ 261.72	\$ 34.02	\$ 20.00	\$ 20.00	
	2008	286.10	2.86	-	20.00	
subtotals	\$ 547.82	\$ 36.88	\$ 20.00	\$ 40.00	\$ 644.70	
1-2180-201-0162-005	2008	\$ 134.00	\$ 1.34	\$ -	\$ 20.00	
	subtotals	\$ 134.00	\$ 1.34	\$ -	\$ 20.00	\$ 155.34
1-2680-400-0009-001	2008	\$ 288.05	\$ 2.88	\$ -	\$ 20.00	
	subtotals	\$ 288.05	\$ 2.88	\$ -	\$ 20.00	\$ 310.93
Totals		\$ 1,917.87	\$ 204.90	\$ 140.00	\$ 200.00	\$ 2,462.77

2. Submit add land petitions for the following Fairground parcels into the Columbia Irrigation District's boundaries:

- 1-0780-100-0002-001
- 1-0880-200-0009-000

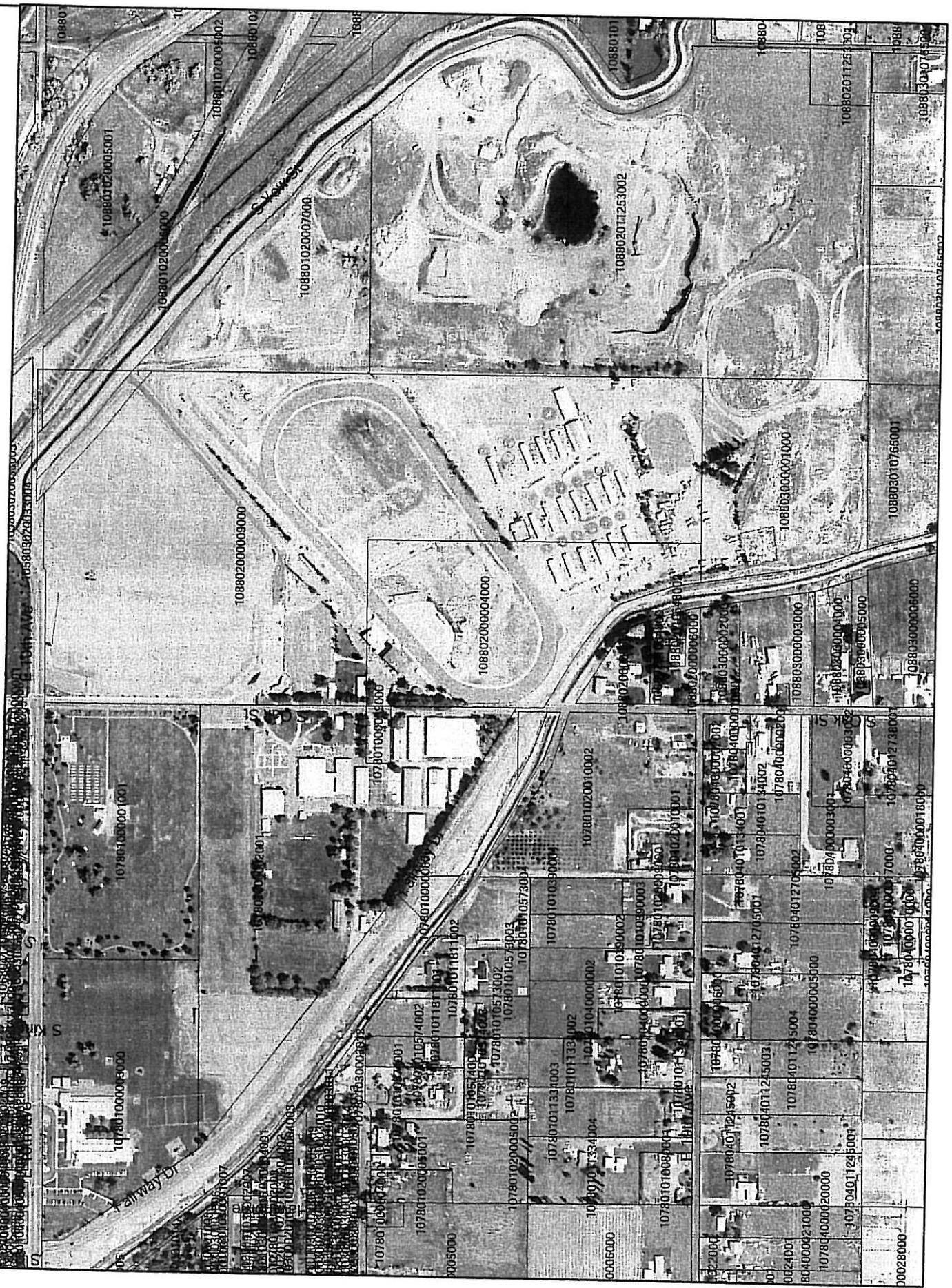
3. Submit applications to transfer water rights from the following Benton County owned parcels to the following Fairgrounds parcels:

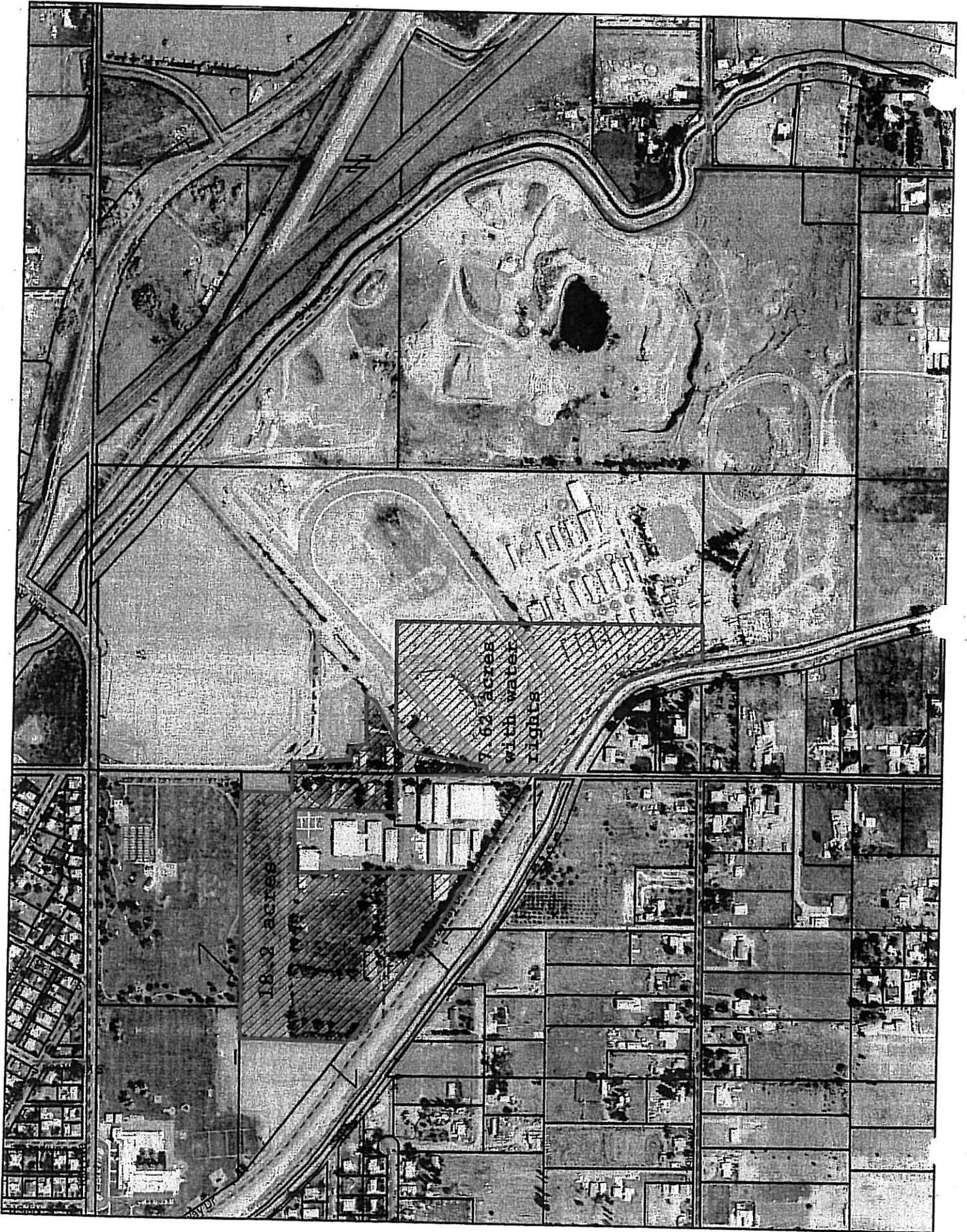
- Transfer from:
- 1-0598-103-0003-001
 - 1-0598-103-0010-001
 - 1-0980-300-0023-000
 - 1-2180-201-0162-005
 - 1-2680-400-0009-001
 - 1-0880-200-0004-000
- Transfer to:
- 1-0780-100-0002-001



Benton County Fairgrounds
No Scale
Orthophoto taken in 2004

Benton County does not warrant, guarantee, or accept any liability for accuracy, reliability, or completeness of the information shown on this map. The information is provided as a public service. Benton County does not accept any responsibility for any errors or omissions. The information is provided as a public service. Benton County does not accept any responsibility for any errors or omissions.





18.2 acres

7.62 acres
with water
rights

Return to:
Columbia Irrigation District
10 E Kennewick Avenue
Kennewick, WA 99336

PETITION TO ADD LANDS TO THE DISTRICT

Parcel Number: 1-0780-100-0002-001_____ Acreage: 27.55_

Owner: Benton County_____

Address: Kennewick WA 99337_____

TO: Board of Directors, Columbia Irrigation District, County of Benton, State of Washington.

I, the undersigned, the holder of title, or evidence of title, representing one-half or more of a body of land adjacent to the existing boundary of such irrigation District, which are contiguous and when taken together constitute one tract of land, here respectfully petition Board of Directors of such District, for a change in the boundaries of Columbia Irrigation District so as to include the following described lands:

(Insert meets and bounds legal description of your property here.)

see attached

Each petitioner whose name is hereinafter set forth hereby assents to the inclusion within said District of the parcels or tracts of land herein described and of which they allege to be the holder or holders of title.

The undersigned hereby appoints the Columbia Irrigation District as its attorney in fact to sign a petition to form or join a drainage District to include the petitioner's property.

DATED this _____ day of _____, 20____

BENTON COUNTY

By: _____

Print Name

By: _____

Print Name

By: _____

Print Name



BENTON COUNTY

Property Account Summary

Account No.: 107801000002001 Alternate Property Number: 107801000009000

Account Type: Real Property

TCA: K1

Situs Address: UNKNOWN
KENNEWICK WA 99337

Legal: Section 7 Township 8 Range 30 Quarter NE; (THAT PORTION OF THE NORTHEAST QUARTER OF 7-8-30 OUTSIDE OF THE COLUMBIA IRRIGATION DISTRICT, LYING WITHIN THE FOLLOWING DESCRIBED LEGAL): A portion of the Northeast Quarter of Section 7, Township 8 North, Range 30 East, W.M., City of Kennewick, Benton County, Washington, and more particularly described as follows: Beginning at the Northeast corner of the South half of the Northeast Quarter of said Northeast Quarter of Section 7; thence North 88°29'53" West along the North line of said South half 1788.82 feet to a point that is 40.00 feet perpendicular to the centerline of a city street known as Fairway Drive, said point lies on a curve to the left, the radius point of which bears North 49°54'50" East 1642.50 feet; then Southeasterly along said curve parallel with said Fairway Drive centerline 398.29 feet; thence South 53°51'20" East perpendicular to and parallel with said Fairway Drive centerline 1014.35 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 7; thence continuing South 53°51'20" East 83.82 feet; then South 57°29'45" East perpendicular to and parallel with said Fairway Drive centerline 700.79 feet to the East Line of said Section 7; thence North 00°54'19" East along said Section line 1279.57 feet to the true point of beginning. Containing 28.08 acres more or less. Together with and subject to easements, reservations, covenants and restrictions of record and in view. QCD, AF #2006-024785 (7/31/2006). (LINKED AS MULTI-PARCEL W/1-0780-100-0009-000).

Parties:

Role	Name & Address
Owner	BENTON COUNTY FAIRGROUNDS, PO BOX 190 PROSSER WA 99350-0190
Taxpayer	BENTON COUNTY FAIRGROUNDS, PO BOX 190 PROSSER WA 99350-0190

Property Values:

Value Name	2006	2007	2008
Taxable Value Regular	\$0	\$0	\$0
Market Total	\$285,500	\$278,720	\$278,720
Assessed Value	\$285,500	\$278,720	\$278,720
Market Land	\$285,500	\$278,720	\$278,720
Market Improvement	\$0	\$0	\$0
New Construction	\$0	\$0	\$0
Added Improvement	\$0		

Property Characteristics:

Tax Year	Characteristic	Value
2008	Use Code	74 Recreational
	Unit of Measure	Acro(s)
	Size	27.55
	WED Noxious Weed	27.55
	Benton Conservation District	0

Exemptions:

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ASC0037 [a

Post-It® Fax Note	7671	Date	5/28/08	# of pages	4
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Cx) (Imp)		Co.			
Phone #		Phone #			
Fax #		Fax #			

Return to:
Columbia Irrigation District
10 E Kennewick Avenue
Kennewick, WA 99336

PETITION TO ADD LANDS TO THE DISTRICT

Parcel Number: 1-0880-200-0009-000_____ Acreage: 61.50_

Owner: Benton County_____

Address: Kennewick WA 99337_____

TO: Board of Directors, Columbia Irrigation District, County of Benton, State of Washington.

I, the undersigned, the holder of title, or evidence of title, representing one-half or more of a body of land adjacent to the existing boundary of such irrigation District, which are contiguous and when taken together constitute one tract of land, here respectfully petition Board of Directors of such District, for a change in the boundaries of Columbia Irrigation District so as to include the following described lands:

(Insert meets and bounds legal description of your property here.)

see attached

Each petitioner whose name is hereinafter set forth hereby assents to the inclusion within said District of the parcels or tracts of land herein described and of which they allege to be the holder or holders of title.

The undersigned hereby appoints the Columbia Irrigation District as its attorney in fact to sign a petition to form or join a drainage District to include the petitioner's property.

DATED this _____ day of _____, 20____

BENTON COUNTY

By: _____

Print Name

By: _____

Print Name

By: _____

Print Name



BENTON COUNTY

Property Account Summary

Account No.: 10880200009000 Alternate Property Number:

Account Type: Real Property

TCA: K1

Situs Address: UNDETERMINED
KENNEWICK WA 99337

Legal: Section 8 Township 8 Range 30 Quarter NW, A PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: ALL OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M. BENTON COUNTY, WASHINGTON; EXCEPTING ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER, LYING SOUTHWESTERLY OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE COLUMBIA IRRIGATION CANAL; ALSO EXCEPTING ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER LYING NORTHEASTERLY OF A LINE THAT IS PARALLEL WITH AND 60 FEET SOUTHWESTERLY OF AS MEASURED PERPENDICULAR TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE COLUMBIA IRRIGATION CANAL. SUBJECT TO THE STREET RIGHTS-OF-WAY FOR 10TH AVENUE, OAK STREET, AND FAIRWAY DRIVE. TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN VIEW. (Consolidation per QCD at#2006-021983, 7/10/2006 and SALES RESTRICTION LINK TGW/10880200004000)

Parties:

Role	Name & Address
Owner	BENTON COUNTY PO BOX 180 PROSSER WA 99350-0190
Taxpayer	BENTON COUNTY PO BOX 180 PROSSER WA 99350-0190

Property Values:

Value Name	2008	2007	2006
Taxable Value Regular	\$0	\$0	
Market Total	\$662,310	\$662,310	
Assessed Value	\$662,310	\$662,310	
Market Land	\$662,310	\$662,310	
Market Improvement	\$0	\$0	

Property Characteristics:

Tax Year	Characteristic	Value
2008	Use Code	74 Recreational
	Unit of Measure	Acre(s)
	Size	61.50
	WED Noxious Weed	61.50
	Mosquito control district	0

Exemptions:

Tax Year	Description	Count	Amount	Assessment Basis
2008	Government Property	1	\$662,310	Assessed Value
2007	Government Property	1	\$662,310	Assessed Value

After Recording Return to:
Columbia Irrigation District
10 E Kennewick Avenue
Kennewick, WA 99336

COLUMBIA IRRIGATION DISTRICT
APPLICATION FOR TRANSFER OF WATER

NOTE:

This application is only for use by owners of land within the District boundary of Columbia Irrigation District ("District")

This Application is only for use to transfer water use from one or more parcels of land within the District to another or other parcels of land within the District.

Neither the acceptance by the District of this Application for processing or the District's approval of the transfer shall reinstate water rights that have been relinquished. Nor shall the processing of the Application or approval of the transfer serve to reallocate District water rights if it is determined that either common law abandonment or statutory relinquishment have occurred.

Applicant's Name: Benton County

Applicant's Mailing Address: PO Box 190

Prosser, WA 99350

Property Being Watered or Having a Water Right:

Street Address: _____

Legal Description: see attached

Benton County Tax Parcel No.: 1-0598-103-0003-001

Total Acres: .13 Assessed Acres: .13 Acres to be Transferred: .13

Submit a map, drawn to scale, to show the location of the acres to be transferred and the location of the remaining water rights, if any.

Property to Receive Transferred Water:

Street Address: _____

Legal Description: 1-0780-100-0002-001

Benton County Tax Parcel No.: _____

Total Acreage: 27.55 Assessed Acreage: 0 Irrigated Acreage: .13

Submit a map, drawn to scale, to show the proposed location of the transferred acres received and existing water rights, if any.

Processing Fee:

A processing fee of \$30.00 is required at the time of submitting the application.

Dated _____

Applicant's Signature _____

Printed Name: _____

Its: _____

(Partner, Officer, Etc.)

Date Received by District _____

STATE OF WASHINGTON)
) ss:
COUNTY OF BENTON)

On this the _____ day of _____, 2004, before me personally
appears _____ and _____,
who acknowledges themselves to be County Commissioners for Benton County, State of
Washington, a municipality, and that they as such County Commissioners, being
authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires: _____

Exemptions:

Tax Year	Description	Count	Amount	Assessment Basis
2008	Government Property	1	\$500	Assessed Value
2007	Government Property	1	\$500	Assessed Value
2006	Government Property	1	\$500	Assessed Value

(End of Report)



BENTON COUNTY

Property Account Summary

Account No.: 105981030003001 Alternate Property Number:
 Account Type: Real Property
 TCA: 1424
 Situs Address: UNDETERMINED
 WA
 Legal: BRIDGE ACRES, LOT 3 LESS THAT PORTION DEFINED AS FOLLOWS:
 THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:
 BEGINNING AT A POINT LYING N 17 DEGREES 19' 18" E A DISTANCE OF
 249.85 FEET FROM THE SOUTHWEST QUARTER CORNER OF LOT 2, SAID PLAT;
 THENCE S 42 DEGREES 46' E A DISTANCE OF 260 FEET TO A POINT
 LYING N 79 DEGREES 14' 54" E 255.42 FEET FROM THE SOUTHWEST QUARTER
 CORNER OF SAID LOT 2; THEN ON A 12 DEGREE CURVE TO THE LEFT HAVING A
 RADIUS OF 477.26 FEET A DISTANCE OF 323.9 FEET TO A POINT LYING
 S 79 DEGREES 17' 46" E A DISTANCE OF 541.48 FEET FROM THE SOUTHWEST
 QUARTER CORNER OF SAID LOT 2 AND TERMINUS OF SAID LINE
 EASEMENT TO BENTON COUNTY 5-3-56 QCD FROM B.C.D.D. 6-6-63
 CERTIFICATED OF WATER RIGHTS 7-27-83 DIKE RIGHT OF WAY

Parties:

Role	Name & Address
Mortgage Company	BENTON COUNTY PO Box 190 Prosser WA 99350
Owner	BENTON COUNTY, P O BOX 190 PROSSER WA 99350
Taxpayer	BENTON COUNTY, PO BOX 190 PROSSER WA 99350-0190

Property Values:

Value Name	2006	2007	2008
Taxable Value Regular	\$0	\$0	\$0
Market Total	\$500	\$500	\$500
Assessed Value	\$500	\$500	\$500
Market Land	\$500	\$500	\$500
Market Improvement	\$0	\$0	\$0
New Construction	\$0	\$0	\$0
Added Improvement	\$0	\$0	\$0

Property Characteristics:

Tax Year	Characteristic	Value
2008	Use Code	11 Single Unit
	Unit of Measure	Square Feet
	Size	5720.00
	WED Noxious Weed	0.13
	Diking Expense	17.69
	Columbia Irrigation District	5720.00
	Acres of Land	17.69

Post-It® Fax Note	7671	Date	5/28	# of pages	9
To	Handley	From	Wiser		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #		Fax #			

Tax Year	Description	Count	Amount	Assessment Basis
2008	Government Property	1	\$285,500	Assessed Value
2007	Government Property	1	\$278,720	Assessed Value
2006	Government Property	1	\$278,720	Assessed Value

(End of Report)

Louetta
2 pages



BENTON COUNTY

Property Account Summary

Account No.: 107801000002001 Alternate Property Number: 107801000009000
 Account Type: Real Property
 TCA: K1
 Situs Address: UNKNOWN
 KENNEWICK WA 99337

Legal: Section 7 Township 8 Range 30 Quarter NE; (THAT PORTION OF THE NORTHEAST QUARTER OF 7-8-30 OUTSIDE OF THE COLUMBIA IRRIGATION DISTRICT, LYING WITHIN THE FOLLOWING DESCRIBED LEGAL): A portion of the Northeast Quarter of Section 7, Township 8 North, Range 30 East, W.M., City of Kennewick, Benton County, Washington, and more particularly described as follows: Beginning at the Northeast corner of the South half of the Northeast Quarter of said Northeast Quarter of Section 7; thence North 89°29'53" West along the North line of said South half 1788.82 feet to a point that is 40.00 feet perpendicular to the centerline of a city street known as Fairway Drive, said point lies on a curve to the left, the radius point of which bears North 49°54'50" East 1642.50 feet; then Southeasterly along said curve parallel with said Fairway Drive centerline 398.29 feet; thence South 53°51'20" East perpendicular to and parallel with said Fairway Drive centerline 1014.35 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 7; thence continuing South 53°51'20" East 83.82 feet; then South 57°29'45" East perpendicular to and parallel with said Fairway Drive centerline 700.79 feet to the East Line of said Section 7; thence North 00°54'19" East along said Section line 1279.57 feet to the true point of beginning. Containing 28.08 acres more or less. Together with and subject to easements, reservations, covenants and restrictions of record and in view. QCD, AF #2006-024765 (7/31/2006). (LINKED AS MULTI-PARCEL WV/1-0780-100-0009-000).

Parties:

Role	Name & Address
Owner	BENTON COUNTY FAIRGROUNDS, PO BOX 190 PROSSER WA 99350-0190
Taxpayer	BENTON COUNTY FAIRGROUNDS, PO BOX 190 PROSSER WA 99350-0190

Property Values:

Value Name	2006	2007	2008
Taxable Value Regular	\$0	\$0	\$0
Market Total	\$285,500	\$278,720	\$278,720
Assessed Value	\$285,500	\$278,720	\$278,720
Market Land	\$285,500	\$278,720	\$278,720
Market Improvement	\$0	\$0	\$0
New Construction	\$0	\$0	\$0
Added Improvement	\$0	\$0	\$0

Property Characteristics:

Tax Year	Characteristic	Value
2008	Use Code	74 Recreational
	Unit of Measure	Acre(s)
	Size	27.55
	WED Noxious Weed	27.55
	Benton Conservation District	0

Exemptions:

On this the _____ day of _____, 2004, before me personally
appears _____ and _____,
who acknowledges themselves to be County Commissioners for Benton County, State of
Washington, a municipality, and that they as such County Commissioners, being
authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires: _____

After Recording Return to:
Columbia Irrigation District
10 E Kennewick Avenue
Kennewick, WA 99336

COLUMBIA IRRIGATION DISTRICT
APPLICATION FOR TRANSFER OF WATER

NOTE: This application is only for use by owners of land within the District boundary of Columbia Irrigation District ("District")

This Application is only for use to transfer water use from one or more parcels of land within the District to another or other parcels of land within the District.

Neither the acceptance by the District of this Application for processing or the District's approval of the transfer shall reinstate water rights that have been relinquished. Nor shall the processing of the Application or approval of the transfer serve to reallocate District water rights if it is determined that either common law abandonment or statutory relinquishment have occurred.

Applicant's Name: Benton County
Applicant's Mailing Address: PO Box 190
Prosser, WA 99360

Property Being Watered or Having a Water Right:

Street Address: _____

Legal Description: see attached

Benton County Tax Parcel No.: 1-0598-103-0010-001

Total Acres: .33 Assessed Acres: .33 Acres to be Transferred: .33

Submit a map, drawn to scale, to show the location of the acres to be transferred and the location of the remaining water rights, if any.

Property to Receive Transferred Water:

Street Address: _____

Legal Description: _____

Benton County Tax Parcel No.: 1-0780-100-0002-001

Total Acreage: 2.155 Assessed Acreage: 0 Irrigated Acreage: .33

Submit a map, drawn to scale, to show the proposed location of the transferred acres received and existing water rights, if any.

Processing Fee:

A processing fee of \$30.00 is required at the time of submitting the application.

Dated _____

Applicant's Signature _____

Printed Name: _____

Its: _____
(Partner, Officer, Etc.)

Date Received by District _____



BENTON COUNTY

Property Account Summary

Account No.: 105981030010001 Alternate Property Number:
 Account Type: Real Property
 TCA: 1424
 Situs Address: UNKNOWN
 WEST RICHLAND WA 99353
 Legal: Section 9 Township 9 Range 28 Quarter NE; THAT PORTION OF LOT 10 CONDEMNED FOR DIKING DISTRICT NO. 1 IN BENTON COUNTY SUPERIOR COURT CASE NO. SC 15959, RECORDS OF BENTON COUNTY, WASHINGTON, AF#1997-7198, 4/13/1997, VOL. 662, PG 3381.

Parties:

Role	Name & Address
Mortgage Company	BENTON COUNTY PO Box 190 Prosser WA 99350
Owner	BENTON COUNTY, P O BOX 190 PROSSER WA 99350
Taxpayer	BENTON COUNTY, P O BOX 190 PROSSER WA 99350

Property Values:

Value Name	2006	2007	2008
Taxable Value Regular	\$0	\$0	\$0
Market Total	\$1,470	\$1,470	\$1,470
Assessed Value	\$1,470	\$1,470	\$1,470
Market Land	\$1,470	\$1,470	\$1,470
Market Improvement	\$0	\$0	\$0
New Construction	\$0		
Added Improvement	\$0		

Property Characteristics:

Tax Year	Characteristic	Value
2008	Use Code	11 Single Unit
	Unit of Measure	Square Feet
	Size	14800.00
	WED Noxious Weed	.33
	Mosquito control district	0
	Hort/Pest control	0
	Diking 1 Expense	379.1

Exemptions:

Tax Year	Description	Count	Amount	Assessment Basis
2008	Government Property	1	\$1,470	Assessed Value
2007	Government Property	1	\$1,470	Assessed Value
2006	Government Property	1	\$1,470	Assessed Value

(End of Report)



BENTON COUNTY

Loretta
2 pages

Property Account Summary

Account No.: 107801000002001 Alternate Property Number: 107801000009000

Account Type: Real Property

TCA: K1

Situs Address: UNKNOWN
KENNEWICK WA 99337

Legal: Section 7 Township 8 Range 30 Quarter NE; (THAT PORTION OF THE NORTHEAST QUARTER OF 7-8-30 OUTSIDE OF THE COLUMBIA IRRIGATION DISTRICT, LYING WITHIN THE FOLLOWING DESCRIBED LEGAL): A portion of the Northeast Quarter of Section 7, Township 8 North, Range 30 East, W.M., City of Kennewick, Benton County, Washington, and more particularly described as follows: Beginning at the Northeast corner of the South half of the Northeast Quarter of said Northeast Quarter of Section 7; thence North 89°29'53" West along the North line of said South half 1788.82 feet to a point that is 40.00 feet perpendicular to the centerline of a city street known as Fairway Drive, said point lies on a curve to the left, the radius point of which bears North 49°54'50" East 1642.50 feet; then Southeasterly along said curve parallel with said Fairway Drive centerline 398.29 feet; thence South 53°51'20" East perpendicular to and parallel with said Fairway Drive centerline 1014.35 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 7; thence continuing South 53°51'20" East 83.82 feet; then South 57°29'45" East perpendicular to and parallel with said Fairway Drive centerline 700.79 feet to the East Line of said Section 7; thence North 00°54'19" East along said Section line 1279.57 feet to the true point of beginning. Containing 28.08 acres more or less. Together with and subject to easements, reservations, covenants and restrictions of record and in view. QCD, AF #2006-024765 (7/31/2006) (LINKED AS MULTI-PARCEL WW1-0780-100-0009-000).

Parties:

Role	Name & Address
Owner	BENTON COUNTY FAIRGROUNDS, PO BOX 190 PROSSER WA 99350-0190
Taxpayer	BENTON COUNTY FAIRGROUNDS, PO BOX 190 PROSSER WA 99350-0190

Property Values:

Value Name	2008	2007	2006
Taxable Value Regular	\$0	\$0	\$0
Market Total	\$285,500	\$278,720	\$278,720
Assessed Value	\$285,500	\$278,720	\$278,720
Market Land	\$285,500	\$278,720	\$278,720
Market Improvement	\$0	\$0	\$0
New Construction	\$0	\$0	\$0
Added Improvement	\$0	\$0	\$0

Property Characteristics:

Tax Year	Characteristic	Value
2008	Use Code	74 Recreational
	Unit of Measure	Acre(s)
	Size	27.55
	WED Noxious Weed	27.55
	Benton Conservation District	0

Exemptions:

On this the _____ day of _____, 2004, before me personally
appears _____ and _____,
who acknowledges themselves to be County Commissioners for Benton County, State of
Washington, a municipality, and that they as such County Commissioners, being
authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires: _____

After Recording Return to:
Columbia Irrigation District
10 E Kennewick Avenue
Kennewick, WA 99336

COLUMBIA IRRIGATION DISTRICT

APPLICATION FOR TRANSFER OF WATER

NOTE: This application is only for use by owners of land within the District boundary of Columbia Irrigation District ("District")

This Application is only for use to transfer water use from one or more parcels of land within the District to another or other parcels of land within the District.

Neither the acceptance by the District of this Application for processing or the District's approval of the transfer shall reinstate water rights that have been relinquished. Nor shall the processing of the Application or approval of the transfer serve to reallocate District water rights if it is determined that either common law abandonment or statutory relinquishment have occurred.

Applicant's Name: Benton County

Applicant's Mailing Address: Po Box 190
Prosser, WA 99350

Property Being Watered or Having a Water Right:

Street Address: _____

Legal Description: see attached

Benton County Tax Parcel No.: 1-0980-300-0023-000

Total Acres: 2.22 Assessed Acres: 2.22 Acres to be Transferred: 2.22

Submit a map, drawn to scale, to show the location of the acres to be transferred and the location of the remaining water rights, if any.

Property to Receive Transferred Water:

Street Address: _____

Legal Description: _____

Benton County Tax Parcel No.: 1-0180-100-0002-001

Total Acreage: 21.55 Assessed Acreage: 0 Irrigated Acreage: 2.22

Submit a map, drawn to scale, to show the proposed location of the transferred acres received and existing water rights, if any.

Processing Fee:

A processing fee of \$30.00 is required at the time of submitting the application.

Dated _____

Applicant's Signature _____

Printed Name: _____

Its: _____

(Partner, Officer, Etc.)

Date Received by District _____



BENTON COUNTY

Loretta
2 pages

Property Account Summary

Account No.: 107801000002001 Alternate Property Number: 107801000009000

Account Type: Real Property

TCA: K1

Situs Address: UNKNOWN
KENNEWICK WA 99337

Legal: Section 7 Township 8 Range 30 Quarter NE; (THAT PORTION OF THE NORTHEAST QUARTER OF 7-8-30 OUTSIDE OF THE COLUMBIA IRRIGATION DISTRICT, LYING WITHIN THE FOLLOWING DESCRIBED LEGAL): A portion of the Northeast Quarter of Section 7, Township 8 North, Range 30 East, W.M., City of Kennewick, Benton County, Washington, and more particularly described as follows: Beginning at the Northeast corner of the South half of the Northeast Quarter of said Northeast Quarter of Section 7; thence North 89°29'53" West along the North line of said South half 1788.82 feet to a point that is 40.00 feet perpendicular to the centerline of a city street known as Fairway Drive, said point lies on a curve to the left, the radius point of which bears North 49°54'50" East 1642.50 feet; then Southeasterly along said curve parallel with said Fairway Drive centerline 398.29 feet; thence South 53°51'20" East perpendicular to and parallel with said Fairway Drive centerline 1014.35 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 7; thence continuing South 53°51'20" East 83.82 feet; then South 57°29'45" East perpendicular to and parallel with said Fairway Drive centerline 700.79 feet to the East Line of said Section 7; thence North 00°54'19" East along said Section line 1279.57 feet to the true point of beginning. Containing 28.08 acres more or less. Together with and subject to easements, reservations, covenants and restrictions of record and in view. QCD, AF #2006-024765 (7/31/2006). (LINKED AS MULTI-PARCEL W/1-0780-100-0009-000).

Parties:

Role	Name & Address
Owner	BENTON COUNTY FAIRGROUNDS, PO BOX 190 PROSSER WA 99350-0190
Taxpayer	BENTON COUNTY FAIRGROUNDS, PO BOX 190 PROSSER WA 99350-0190

Property Values:

Value Name	2008	2007	2006
Taxable Value Regular	\$0	\$0	\$0
Market Total	\$285,500	\$278,720	\$278,720
Assessed Value	\$285,500	\$278,720	\$278,720
Market Land	\$285,500	\$278,720	\$278,720
Market Improvement	\$0	\$0	\$0
New Construction	\$0	\$0	\$0
Added Improvement	\$0		

Property Characteristics:

Tax Year	Characteristic	Value
2008	Use Code	74 Recreational
	Unit of Measure	Acre(s)
	Size	27.55
	WED Noxious Weed	27.55
	Benton Conservation District	0

Exemptions:



BENTON COUNTY

Property Account Summary

Account No.: 10980300023000 Alternate Property Number:
 Account Type: Real Property
 TCA: 1731
 Situs Address: UNDETERMINED
 WA
 Legal: That portion of the Southeast quarter of the Southwest quarter of the Southwest quarter of Section 9, Township 8 North, Range 30 East, W.M. described as follows: That portion of the Southeast quarter of the Southwest quarter lying Southwesterly of the S.P. & S. Railroad right of way as existed June 21, 2004. Except that portion contained with the Interior Drainage Ditch Right of Way. Containing 2.3 acres, more or less.

Parties:

Role	Name & Address
Owner	BENTON COUNTY PO BOX 190 PROSSER WA 99350-0190
Taxpayer	BENTON COUNTY, PO BOX 190 PROSSER WA 99350-0190

Property Values:

Value Name	2008	2007	2006
Taxable Value Regular	\$0	\$0	\$0
Market Total	\$26,910	\$26,910	\$26,910
Assessed Value	\$26,910	\$26,910	\$26,910
Market Land	\$26,910	\$26,910	\$26,910
Market Improvement	\$0	\$0	\$0
New Construction			
Added Improvement			

Property Characteristics:

Tax Year	Characteristic	Value
2008	Use Code	91 Undeveloped
	Unit of Measure	Acre(s)
	Size	2.22
	WED Noxious Weed	2.22
	Mosquito control district	0
	Hort/Pest control	0
	Columbia Irrigation District	2.22

Exemptions:

Tax Year	Description	Count	Amount	Assessment Basis
2008	Government Property	1	\$26,910	Assessed Value
2007	Government Property	1	\$26,910	Assessed Value
2006	Government Property	1	\$26,910	Assessed Value

(End of Report)

On this the _____ day of _____, 2004, before me personally
appears _____ and _____,
who acknowledges themselves to be County Commissioners for Benton County, State of
Washington, a municipality, and that they as such County Commissioners, being
authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires: _____

After Recording Return to:
Columbia Irrigation District
10 E Kennewick Avenue
Kennewick, WA 99336

COLUMBIA IRRIGATION DISTRICT

APPLICATION FOR TRANSFER OF WATER

NOTE: This application is only for use by owners of land within the District boundary of Columbia Irrigation District ("District")

This Application is only for use to transfer water use from one or more parcels of land within the District to another or other parcels of land within the District.

Neither the acceptance by the District of this Application for processing or the District's approval of the transfer shall reinstate water rights that have been relinquished. Nor shall the processing of the Application or approval of the transfer serve to reallocate District water rights if it is determined that either common law abandonment or statutory relinquishment have occurred.

Applicant's Name: Benton County

Applicant's Mailing Address: Po Box 190
Prosser, WA 99350

Property Being Watered or Having a Water Right:

Street Address: _____

Legal Description: see attached

Benton County Tax Parcel No.: 1-2180-201-0162-005

Total Acres: .05 Assessed Acres: .05 Acres to be Transferred: .05

Submit a map, drawn to scale, to show the location of the acres to be transferred and the location of the remaining water rights, if any.

Property to Receive Transferred Water:

Street Address: _____

Legal Description: _____

Benton County Tax Parcel No.: 1-0180-100-0002-001

Total Acreage: 27.55 Assessed Acreage: 0 Irrigated Acreage: .05

Submit a map, drawn to scale, to show the proposed location of the transferred acres received and existing water rights, if any.

Processing Fee:

A processing fee of \$30.00 is required at the time of submitting the application.

Dated _____

Applicant's Signature

Printed Name: _____

Its: _____

(Partner, Officer, Etc.)

Date Received by District



BENTON COUNTY

Loretta
2 pages

Property Account Summary

Account No.: 107801000002001 Alternate Property Number: 107801000009000
 Account Type: Real Property
 TCA: K1
 Situs Address: UNKNOWN
 KENNEWICK WA 99337

Legal: Section 7 Township 8 Range 30 Quarter NE; (THAT PORTION OF THE NORTHEAST QUARTER OF 7-8-30 OUTSIDE OF THE COLUMBIA IRRIGATION DISTRICT, LYING WITHIN THE FOLLOWING DESCRIBED LEGAL): A portion of the Northeast Quarter of Section 7, Township 8 North, Range 30 East, W.M., City of Kennewick, Benton County, Washington, and more particularly described as follows: Beginning at the Northeast corner of the South half of the Northeast Quarter of said Northeast Quarter of Section 7; thence North 89°29'53" West along the North line of said South half 1788.82 feet to a point that is 40.00 feet perpendicular to the centerline of a city street known as Fairway Drive, said point lies on a curve to the left, the radius point of which bears North 48°54'50" East 1642.50 feet; then Southeasterly along said curve parallel with said Fairway Drive centerline 398.29 feet; thence South 53°51'20" East perpendicular to and parallel with said Fairway Drive centerline 1014.35 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 7; thence continuing South 53°51'20" East 83.82 feet; then South 57°29'45" East perpendicular to and parallel with said Fairway Drive centerline 700.79 feet to the East Line of said Section 7; thence North 00°54'19" East along said Section line 1279.57 feet to the true point of beginning. Containing 28.08 acres more or less. Together with and subject to easements, reservations, covenants and restrictions of record and in view. QCD, AF #2006-024765 (7/31/2006). (LINKED AS MULTI-PARCEL WV1-0780-100-0009-000).

Parties:

Role	Name & Address
Owner	BENTON COUNTY FAIRGROUNDS, PO BOX 190 PROSSER WA 99350-0190
Taxpayer	BENTON COUNTY FAIRGROUNDS, PO BOX 190 PROSSER WA 99350-0190

Property Values:

Value Name	2008	2007	2006
Taxable Value Regular	\$0	\$0	\$0
Market Total	\$285,500	\$278,720	\$278,720
Assessed Value	\$285,500	\$278,720	\$278,720
Market Land	\$285,500	\$278,720	\$278,720
Market Improvement	\$0	\$0	\$0
New Construction	\$0	\$0	\$0
Added Improvement	\$0	\$0	\$0

Property Characteristics:

Tax Year	Characteristic	Value
2008	Use Code	74 Recreational
	Unit of Measure	Acre(s)
	Size	27.55
	WED Noxious Weed	27.55
	Benton Conservation District	0

Exemptions:



BENTON COUNTY

Property Account Summary

Account No.: 121802010162005 Alternate Property Number:
 Account Type: Real Property
 TCA: 1331
 Situs Address: UNKNOWN
 KENNEWICK WA 99337
 Legal: Section 21 Township 8 Range 30 Quarter NW; SHORT PLAT 162, LOT 4; GRANT OF EASEMENT 5/29/80, LESS
 SHORT PLAT #2865 (AF #2005-011281, 4/11/2005).

Parties:

Role	Name & Address
Owner	BENTON COUNTY, PO BOX 1001 PROSSER WA 99350
Taxpayer	BENTON COUNTY, PO BOX 1001 PROSSER WA 99350

Property Values:

Value Name	2008	2007	2006
Taxable Value Regular	\$0	\$78	\$880
Market Total	\$880	\$880	\$880
Assessed Value	\$880	\$880	\$880
Market Land	\$880	\$880	\$880
Market Improvement	\$0	\$0	\$0
New Construction			\$0
Added Improvement			\$0

Property Characteristics:

Tax Year	Characteristic	Value
2008	Use Code	97 Restricted
	Unit of Measure	Square Feet
	Size	2612
	WED Noxious Weed	.08
	Mosquito control district	0
	Horn/Pest control	0
	Columbia Irrigation District	.06
	Benton Conservation District	0

Exemptions:

Tax Year	Description	Count	Amount	Assessment Basis
2008	Government Property	1	\$880	Assessed Value
2007	Government Property	1	\$802	Assessed Value

(End of Report)

On this the _____ day of _____, 2004, before me personally
appears _____ and _____,
who acknowledges themselves to be County Commissioners for Benton County, State of
Washington, a municipality, and that they as such County Commissioners, being
authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires: _____

After Recording Return to:
Columbia Irrigation District
10 E Kennewick Avenue
Kennewick, WA 99336

COLUMBIA IRRIGATION DISTRICT

APPLICATION FOR TRANSFER OF WATER

NOTE: This application is only for use by owners of land within the District boundary of Columbia Irrigation District ("District")

This Application is only for use to transfer water use from one or more parcels of land within the District to another or other parcels of land within the District.

Neither the acceptance by the District of this Application for processing or the District's approval of the transfer shall reinstate water rights that have been relinquished. Nor shall the processing of the Application or approval of the transfer serve to reallocate District water rights if it is determined that either common law abandonment or statutory relinquishment have occurred.

Applicant's Name: Benton County

Applicant's Mailing Address: PO Box 190
Prosser, WA 99350

Property Being Watered or Having a Water Right:

Street Address: _____

Legal Description: see attached

Benton County Tax Parcel No.: 1-2680-400-0009-001

Total Acres: 3.37 Assessed Acres: 3.37 Acres to be Transferred: 3.37

Submit a map, drawn to scale, to show the location of the acres to be transferred and the location of the remaining water rights, if any.

Property to Receive Transferred Water:

Street Address: _____

Legal Description: _____

Benton County Tax Parcel No.: 1-0780-100-0002-001

Total Acreage: 21.55 Assessed Acreage: 0 Irrigated Acreage: 3.37

Submit a map, drawn to scale, to show the proposed location of the transferred acres received and existing water rights, if any.

Processing Fee:

A processing fee of \$30.00 is required at the time of submitting the application.

Dated _____

Applicant's Signature _____

Printed Name: _____

Its: _____

(Partner, Officer, Etc.)

Date Received by District _____

Unit of Measure	Acre(s)
Size	3.37
WED Noxious Weed	3.37
Mosquito control district	0
Hart/Pest control	0
Columbia Irrigation District	4.14
Benton Conservation District	0

Exemptions:

Tax Year	Description	Count	Amount	Assessment Basis
2008	Government Property	1	\$35,110	Assessed Value
2007	Government Property	1	\$27,750	Assessed Value
2006	Government Property	1	\$13,228	Assessed Value

(End of Report)



BENTON COUNTY

Property Account Summary

Account No.: 12680400000001 **Alternate Property Number:**

Account Type: Real Property

TCA: 1331

Situs Address: UNKNOWN
KENNEWICK WA 99337

Legal: Section 26 Township 8 Range 30 Quarter SE; That part of the North Half of the North Half of the Southeast Quarter of the Southeast Quarter of Section 26, Township 8 North, Range 30 East, W.M., Benton County, Washington, lying east of the Burlington Northern Railroad right-of-way, EXCEPT the East 40.00 feet for road. ALSO EXCEPT the following described portion of Benton County Tax Parcel No. 1-2680-400-0009-000 lying Westerly of Pier Road situated in said North Half of the North Half of the Southeast Quarter of the Southeast Quarter of Section 26, said portion being described as follows: Commencing at a found Brass Cap monumenting the Southeast Corner of said Section 26 (from which a found Brass Cap monumenting the East Quarter Corner of said Section 26 bears North 01°11'59" West 2,883.37 feet); thence along the Easterly line of said Section 26 North 01°11'59" West 1,001.51 feet; thence leaving said Easterly line South 88°48'01" West 40.00 feet to the Westerly right-of-way of said Pier Road, said point being 147.94 feet right of Station I 566+66.72 being also 47.10 feet left of Station SB 15+35.84 of Benton County I-82/SR397 Interlie Project Right-of-Way Plans - Phase 3, Finley Road to SR 397 (Chemical Drive) (on file in the office of the Benton County Engineer), said point also being the REAL POINT OF BEGINNING; thence South 89°49'36" West 325.33 feet to a point 125.00 feet left of Station 1564+94.88; thence North 34°27'21" East 66.49 feet to a point 125.00 feet left of Station I 565+81.17; thence Northerly 308.46 feet along the arc of a circular curve concave to the Northwest, said curve having a radius of 1,075.00 feet, a central angle of 16°26'23" and a long chord that bears North 26°14'07" East 307.40 feet to a point 125.00 feet left of Station I 569+05.50; thence in a non-tangent direction North 89°49'38" East 144.91 feet to a point on the Westerly right-of-way of said Pier Road, said point being 13.52 feet right of Station I 569+50.00; thence along said Westerly right-of-way South 01°11'59" East 330.00 feet to said REAL POINT OF BEGINNING. The lands herein described contain an area of 3.37 acres, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Public Works Department, Benton County, Washington, QCD, AF #2006-026573 (8/14/06).

Parties:

Role	Name & Address
Owner	BENTON COUNTY PO BOX 1001 PROSSER WA 99350
Taxpayer	BENTON COUNTY PO BOX 1001 PROSSER WA 99350

Property Values:

Value Name	2008	2007	2006
Taxable Value Regular	\$0	\$0	\$14,522
Market Total	\$35,110	\$27,750	\$27,750
Assessed Value	\$35,110	\$27,750	\$27,750
Market Land	\$35,110	\$27,750	\$27,750
Market Improvement	\$0	\$0	\$0
New Construction	\$0	\$0	\$0
Added Improvement	\$0	\$0	\$0

Property Characteristics:

Tax Year	Characteristic	Value
2008	Use Code	39 Manf - Other

Tax Year	Description	Count	Amount	Assessment Basis
2008	Government Property	1	\$285,500	Assessed Value
2007	Government Property	1	\$278,720	Assessed Value
2006	Government Property	1	\$278,720	Assessed Value

(End of Report)

Loretta
2 pages



BENTON COUNTY

Property Account Summary

Account No.: 107801000002001 Alternate Property Number: 107801000009000
 Account Type: Real Property
 TCA: K1
 Situs Address: UNKNOWN
 KENNEWICK WA 99337
 Legal: Section 7 Township 8 Range 30 Quarter NE; (THAT PORTION OF THE NORTHEAST QUARTER OF 7-8-30 OUTSIDE OF THE COLUMBIA IRRIGATION DISTRICT, LYING WITHIN THE FOLLOWING DESCRIBED LEGAL): A portion of the Northeast Quarter of Section 7, Township 8 North, Range 30 East, W.M., City of Kennewick, Benton County, Washington, and more particularly described as follows: Beginning at the Northeast corner of the South half of the Northeast Quarter of said Northeast Quarter of Section 7; thence North 89°29'53" West along the North line of said South half 1788.82 feet to a point that is 40.00 feet perpendicular to the centerline of a city street known as Fairway Drive, said point lies on a curve to the left, the radius point of which bears North 49°54'50" East 1642.50 feet; then Southeasterly along said curve parallel with said Fairway Drive centerline 398.29 feet; thence South 53°51'20" East perpendicular to and parallel with said Fairway Drive centerline 1014.35 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 7; thence continuing South 53°51'20" East 83.62 feet; then South 57°29'45" East perpendicular to and parallel with said Fairway Drive centerline 700.79 feet to the East Line of said Section 7; thence North 00°54'19" East along said Section line 1279.57 feet to the true point of beginning. Containing 28.08 acres more or less. Together with and subject to easements, reservations, covenants and restrictions of record and in view. QCD, AF #2006-024765 (7/31/2006). (LINKED AS MULTI-PARCEL W/1-0780-100-0009-000).

Parties:

Role	Name & Address
Owner	BENTON COUNTY FAIRGROUNDS, PO BOX 190 PROSSER WA 99350-0190
Taxpayer	BENTON COUNTY FAIRGROUNDS, PO BOX 190 PROSSER WA 99350-0190

Property Values:

Value Name	2008	2007	2006
Taxable Value Regular	\$0	\$0	\$0
Market Total	\$285,500	\$278,720	\$278,720
Assessed Value	\$285,500	\$278,720	\$278,720
Market Land	\$285,500	\$278,720	\$278,720
Market Improvement	\$0	\$0	\$0
New Construction	\$0	\$0	\$0
Added Improvement	\$0	\$0	\$0

Property Characteristics:

Tax Year	Characteristic	Value
2008	Use Code	74 Recreational
	Unit of Measure	Acre(s)
	Size	27.55
	WED Noxious Weed	27.55
	Benton Conservation District	0

Exemptions:

On this the _____ day of _____, 2004, before me personally
appears _____ and _____,
who acknowledges themselves to be County Commissioners for Benton County, State of
Washington, a municipality, and that they as such County Commissioners, being
authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires: _____

After Recording Return to:
Columbia Irrigation District
10 E Kennewick Avenue
Kennewick, WA 99336

COLUMBIA IRRIGATION DISTRICT
APPLICATION FOR TRANSFER OF WATER

NOTE: This application is only for use by owners of land within the District boundary of Columbia Irrigation District ("District")

This Application is only for use to transfer water use from one or more parcels of land within the District to another or other parcels of land within the District.

Neither the acceptance by the District of this Application for processing or the District's approval of the transfer shall reinstate water rights that have been relinquished. Nor shall the processing of the Application or approval of the transfer serve to reallocate District water rights if it is determined that either common law abandonment or statutory relinquishment have occurred.

Applicant's Name: Benton County

Applicant's Mailing Address: Po Box 190
Prosser, WA 99350

Property Being Watered or Having a Water Right:

Street Address: _____

Legal Description: see attached

Benton County Tax Parcel No.: 1-0880-200-0004-000

Total Acres: 17.62 Assessed Acres: 7.62 Acres to be Transferred: 7.62

Submit a map, drawn to scale, to show the location of the acres to be transferred and the location of the remaining water rights, if any.

Property to Receive Transferred Water:

Street Address: _____

Legal Description: _____

Benton County Tax Parcel No.: 1-0180-100-0002-001

Total Acreage: 27.55 Assessed Acreage: 0 Irrigated Acreage: 7.62

Submit a map, drawn to scale, to show the proposed location of the transferred acres received and existing water rights, if any.

Processing Fee:

A processing fee of \$30.00 is required at the time of submitting the application.

Dated

Applicant's Signature

Printed Name:

Its:

(Partner, Officer, Etc.)

Date Received by District

WED Noxious Weed 17.62
Columbia Irrigation District 17.62

Exemptions:

Tax Year	Description	Count	Amount	Assessment Basis
2008	Government Property	1	\$186,200	Assessed Value
2007	Government Property	1	\$186,200	Assessed Value
2006	Government Property	1	\$186,200	Assessed Value

(End of Report)



BENTON COUNTY

Property Account Summary

Account No.: 10880200004000 Alternate Property Number:
 Account Type: Real Property Primary Host Property
 TCA: K1 Multi-parcel: 10880200009000 (Primary)
 Situs Address: UNDETERMINED WA

Legal: Section 8 Township 8 Range 30 Quarter NW; (THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF 8-8-30 LOCATED IN THE COLUMBIA IRRIGATION DISTRICT, LYING WITHIN THE FOLLOWING LEGAL) A
 PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M., CITY OF KENNEWICK, BENTON COUNTY, WASHINGTON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 ALL OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M. BENTON COUNTY, WASHINGTON. EXCEPTING ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER, LYING SOUTHWESTERLY OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE COLUMBIA IRRIGATION CANAL.
 ALSO EXCEPTING ALL THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER LYING NORTHEASTERLY OF A LINE THAT IS PARALLEL WITH AND 60 FEET SOUTHWESTERLY OF AS MEASURED PERPENDICULAR TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE COLUMBIA IRRIGATION CANAL. SUBJECT TO THE STREET RIGHTS-OF-WAY FOR 10TH AVENUE, OAK STREET, AND FAIRWAY DRIVE. TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS, AND RESTRICTIONS OF RECORD AND IN VIEW. (Consolidation per QCD aff#2008-021983, 7/10/2005) (SALES RESTRICTION LINK TGW/10880200009000

Parties:

Role	Name & Address
Mortgage Company	BENTON COUNTY PO Box 190 Prosser WA 99350
Owner	BENTON COUNTY, FAIRGROUNDS GRANDSTAND P O BOX 470 PROSSER WA 99350-0000
Taxpayer	BENTON COUNTY FAIRGROUND GRDST, PO BOX 470 PROSSER WA 99350-0470

Property Values:

Value Name	2008	2007	2006
Taxable Value Regular	\$0	\$0	\$0
Market Total	\$186,200	\$185,200	\$186,200
Assessed Value	\$186,200	\$185,200	\$186,200
Market Land	\$186,200	\$185,200	\$186,200
Market Improvement	\$0	\$0	\$0
New Construction			
Added Improvement			

Property Characteristics:

Tax Year	Characteristic	Value
2008	Use Code	74 Recreational
	Unit of Measure	Acre(s)
	Size	17.62

Tax Year	Description	Count	Amount	Assessment Basis
2008	Government Property	1	\$265,500	Assessed Value
2007	Government Property	1	\$278,720	Assessed Value
2006	Government Property	1	\$278,720	Assessed Value

(End of Report)

Loretta
2 pages



BENTON COUNTY

Property Account Summary

Account No.: 107801000002001 Alternate Property Number: 107801000009000
 Account Type: Real Property
 TCA: K1
 Situs Address: UNKNOWN
 KENNEWICK WA 99337
 Legal: Section 7 Township 8 Range 30 Quarter NE; (THAT PORTION OF THE NORTHEAST QUARTER OF 7-8-30 OUTSIDE OF THE COLUMBIA IRRIGATION DISTRICT, LYING WITHIN THE FOLLOWING DESCRIBED LEGAL): A portion of the Northeast Quarter of Section 7, Township 8 North, Range 30 East, W.M., City of Kennewick, Benton County, Washington, and more particularly described as follows: Beginning at the Northeast corner of the South half of the Northeast Quarter of said Northeast Quarter of Section 7; thence North 89°29'53" West along the North line of said South half 1788.82 feet to a point that is 40.00 feet perpendicular to the centerline of a city street known as Fairway Drive, said point lies on a curve to the left, the radius point of which bears North 49°54'50" East 1642.50 feet; then Southeasterly along said curve parallel with said Fairway Drive centerline 398.28 feet; thence South 53°51'20" East perpendicular to and parallel with said Fairway Drive centerline 1014.35 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 7; thence continuing South 53°51'20" East 83.82 feet; then South 57°29'45" East perpendicular to and parallel with said Fairway Drive centerline 700.79 feet to the East Line of said Section 7; thence North 00°54'19" East along said Section line 1279.57 feet to the true point of beginning. Containing 26.08 acres more or less. Together with and subject to easements, reservations, covenants and restrictions of record and in view. QCD, AF #2006-024765 (7/31/2006). (LINKED AS MULTI-PARCEL W/1-0780-100-0009-000).

Parties:

Role	Name & Address
Owner	BENTON COUNTY FAIRGROUNDS, PO BOX 160 PROSSER WA 99350-0160
Taxpayer	BENTON COUNTY FAIRGROUNDS, PO BOX 160 PROSSER WA 99350-0160

Property Values:

Value Name	2008	2007	2006
Taxable Value Regular	\$0	\$0	\$0
Market Total	\$285,500	\$278,720	\$278,720
Assessed Value	\$285,500	\$278,720	\$278,720
Market Land	\$285,500	\$278,720	\$278,720
Market Improvement	\$0	\$0	\$0
New Construction	\$0	\$0	\$0
Added Improvement	\$0		

Property Characteristics:

Tax Year	Characteristic	Value
2008	Use Code	74 Recreational
	Unit of Measure	Acre(s)
	Size	27.55
	WED Noxious Weed	27.55
	Benton Conservation District	0

Exemptions:

10:10

Executive Session
Potential Litigation

M Wennér

10:20

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: June 2, 2008 Subject: Contract Prepared by: <u>M. Wenner</u>	Execute Contract Pass Resolution	<input checked="" type="checkbox"/>	Consent Agenda Public Hearing 1st Discussion <input checked="" type="checkbox"/> 2nd Discussion Other

BACKGROUND INFORMATION

Western States has been providing Insurance Agent/Broker Services as well as Consulting Services to Benton County for over 15 years. Services which have been provided include consultation services in the area of insurance, safety, workers' compensation and risk management. Melina Wenner, Personnel/Risk Manager, and Eric Hsu, Civil DPA, prepared a service agreement for Western States Insurance Agency, Inc. to provide consulting services and insurance agent/broker services to Benton County.

SUMMARY

Please see Exhibit A and Exhibit B which further outline the scope of work for the Consulting Services and the Insurance Agent/Broker Services.

RECOMMENDATION

Having been reviewed by Melina Wenner, Personnel Manager, and Eric Hsu, Civil DPA, we recommend the agreement be signed.

FISCAL IMPACT

\$17,500 annually

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE SERVICES CONTRACT AND BROKER/AGENT OF RECORD BETWEEN WESTERN STATES INSURANCE AGENCY, INC. AND BENTON COUNTY TO PROVIDE CONSULTING SERVICES AND INSURANCE AGENT/BROKER SERVICES TO BENTON COUNTY.

WHEREAS, the effective date of this agreement shall begin immediately upon execution by Benton County; and

WHEREAS, that the Board of Benton County Commissioners signs the service contract; and

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Broker/Agent of Record between Benton County and Western States Insurance Agency, Inc.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

cc:

Broker/Agent of Record

Benton County hereby appoints Western States Insurance Agency, 1100 Jadwin Avenue, Suite 500, Richland, WA 99352 to be its agent or broker for the following insurance policies and bonds:

- Commercial Property Insurance
- Excess Workers' Compensation Liability Insurance
- Builder's Risk Insurance
- Public Official Bonds
- Employee Dishonesty Bond
- Self-Insurer Pension Bond

For Benton County: _____ Date: _____

Name

Position

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Western States Insurance Agency, Inc. with its principal offices at 1100 Jadwin Avenue, Suite 500, Richland, WA 99352, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Exhibit A, "Scope of Work for Consulting Services and Compensation"
- b. Exhibit B, "Scope of Work for Insurance Agent/Broker Services and Compensation"

2. DURATION OF CONTRACT

The term of this Contract is as follows:

- a. Consulting Services as outline in Exhibit A shall begin "immediately upon execution by the COUNTY", and shall expire 12 months from the date the contract is executed by the "COUNTY". The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.
- b. Insurance Agent/Broker Services as outline in Exhibit B shall begin "immediately upon execution by the COUNTY" and continue until terminated by either party with 90 days written notice but no sooner than the expiration date of the respective policy being replaced.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed

by the CONTRACTOR is set forth in Exhibit A, "Scope of Work for Consulting Services and Compensation" and Exhibit B, "Scope of Work for Insurance Agent/Broker Services and Compensation", which is attached hereto and incorporated herein by reference.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Kevin Veleke, Western States Insurance Agency, Inc., P.O. Box 70, 1100 Jadwin Avenue, Suite 500, Richland, WA 99352
- b. For COUNTY: Melina Wenner, Benton County Personnel/Risk Manager, 7122 W. Okanogan Pl., Kennewick, WA 99336.

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. A detailed description of the compensation to be paid by the COUNTY is set forth in Exhibit A, "Scope of Work for Consulting Services and Compensation", which is attached hereto and incorporated herein by reference.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract for Consulting Services as outlined in Exhibit A shall not exceed \$17,500.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with **Exhibit A**, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any

exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. 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. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. 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 or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
- b. 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, including but not limited to Title 51 of the Revised Code of Washington. 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. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.

- c. 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, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

- a. **Professional Legal Liability:** Prior to the start of work under this Contract, the CONTRACTOR, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. The policy shall state that coverage is

claims made, and state the retroactive date. CONTRACTOR is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. 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.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, 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 and be no less than two million dollars (\$2,000,000).

The general commercial liability policy will contain an endorsement naming the COUNTY as an additional insured (CG2010) and an endorsement that specifically states that CONTRACTOR's general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [7]. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

If CONTRACTOR has any employees, CONTRACTOR also shall maintain employers liability insurance with limits of not less than one million dollars (\$1,000,000) each incident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.

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 CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (4) 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~~5) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (6) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (7) 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. All liability insurance required under this Contract, except for professional liability under Section [8(a)], shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Contract.

f. **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 by the Benton County Risk Manager. If an insurer is

not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered Acord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Contract. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the CONTRACTOR agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the COUNTY by the CONTRACTOR. For other insurance policies, CONTRACTOR shall not cancel or allow the insurance contract to expire except on thirty (30) days prior written notice to the COUNTY. CONTRACTOR shall also instruct the insurer to give the COUNTY thirty (30) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the COUNTY as an additional insured of cancellation.
- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- (3) 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.
- (4) If the CONTRACTOR or any subcontractor or sub-subcontractor has any employees, 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.

- (5) All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Benton County Risk Manager/Personnel Dept.
7122 W. Okanogan Place, Bldg. A Kennewick, WA
99336

- (6) 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.
- (7) 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.

9. 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 all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may

summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of 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 express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does

not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees is entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

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

14. INSPECTION OF BOOKS AND RECORDS

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

15. 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 age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

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

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

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

22. 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 this 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.

23. ENTIRE AGREEMENT

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

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail,

return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. 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, indemnification provisions (Sections [7] and [17]); extended reporting period requirements for professional liability insurance (Section [8(a)]); inspection and keeping of records and books (Section [14]); litigation hold notice (Section [26]); Public Records Act (Section [27]) and confidentiality (Section [19]).

26. 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 pursuant to Section [14] of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to Ahold≅ 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 the six (6) year purge schedule as set out above in Section [14].

27. 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.

The parties to this Contract have executed this Contract to take effect as of the date written below.

DATED:

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman

Member

Member

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

Attest: _____

Clerk of the Board

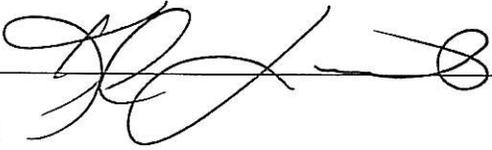
Approved as to Form:

_____, Deputy
Prosecuting Attorney

DATED:

CONTRACTOR

Western States Insurance Agency, Inc.


Its

President, Internal Affairs

Exhibit A

Scope of Work for Consulting Services and Compensation

Western States Insurance Agency, Inc. will perform for Benton County the following consulting services:

General Risk Management

- Provide assistance and resources when and where applicable in the area of insurance, safety, workers' compensation and risk management
- Provide insurance coverage interpretation and risk management assistance
- Assist in establishing a County Risk Management Team

Workers' Compensation & Safety

- Develop and Implement an Employee Injury Reporting Process & Packet
- Implement a Work Flow for the Employee Injury Packet
- Implement a Medical Provider Network
- Provide on going consulting via phone or in person regarding claims, processes and safety

Emergency Response Planning

- Continue to assist in developing the County's emergency response plan
- Organize and assist in conducting drills

Liability

- Provide general consultation regarding insurance coverage's and requirements pertaining to agreements and contracts affecting the County

Facilities & Construction

- Assist County Facilities Manager and other county employees regarding insurance issues pertaining to construction projects
- Review as requested construction documents regarding insurance language and requirements and advise County administrators accordingly

For the above mentioned consulting services, the fee will be \$17,500.

Exhibit B

Scope of Work for Insurance Agent & Broker Services and Compensation

If requested in writing by Benton County, Western States Insurance Agency, Inc. shall act as Benton County's agent and/or broker for the following insurance policies or bonds, or any other insurance policies or bonds that may be requested to be obtained for the County:

- Commercial Property Insurance
- Excess Workers' Compensation Liability Insurance
- Builder's Risk Insurance
- Public Official Bonds
- Employee Dishonesty Bond
- Self-Insurer Pension Bond

For the above mentioned insurance policies or bonds, or other insurance policies or bonds that may be obtained for Benton County during the term of this agreement, Western States Insurance Agency's compensation will be the commissions received by Western States Insurance Agency, Inc. from the respective insurance or bond companies providing the applicable insurance policies or bonds, and should insurance policies or bonds be obtained from insurance or bond companies for Benton County that do not pay commission, a fee will be negotiated with Benton County's Risk Manager prior to the purchase of insurance or bonds.

10:30 AM

BID OPENING
Pavement Marking 2008

L Moser

No Submittal Provided

10:40

**BENTON COUNTY
WASHINGTON**

**BUDGET POLICIES
AND PROCEDURES**

Updated June, 2007

Board of County Commissioners

Max Benitz, Jr.
Leo Bowman
Claude Oliver

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I. YEARLY BUDGET ADOPTION

Under RCW Chapter 36.40 (Budget), specific guidelines detail each step of the budget process. This Chapter will be used primarily as a guide to the yearly budget process from the preliminary estimate stage through final adoption.

RCW 36.40.71 allows the Board of County Commissioners the flexibility, through resolution, to establish alternate dates for each step of the budget process. Benton County opts to implement this alternate date provision using the following general format:

A. Preliminary Budget

The Board of County Commissioners will pass a resolution that details the alternate dates to be used for each step of the budget process.

The Board chairman will deliver a letter to the County Auditor that details the method of budget (Baseline, O-Base, etc.), and any other specific issues that relate to the upcoming budget process. The letter should go to the Auditor at least two weeks prior to the date the Board would like the "budget call" letter sent to the other elected officials and department heads.

The County Auditor will deliver to each elected official and department head a "budget call" letter that will entail the method of budgeting to be used during the budget process.

Each elected official and department head will be responsible for the timely preparation of their own budget request and those budgets that they may be accountable to.

Once each elected official and department head has returned their completed budget request to the County Auditor, the information will be compiled into the preliminary budget. The County Auditor will then deliver this document to the Board of County Commissioners on or before the date specified by resolution.

B. Budget Hearings

The Board of County Commissioners will allocate times for each elected official and department head to address their budget needs for the following year. Those needs may include additional staff, new programs, or new computers.

Upon completion of these meetings, the Board will be charged with making any changes to the budget requests presented. Upon deliberation by the Board, both the final draft and approved budgets will be placed for open inspection by the public at the Prosser Courthouse, Kennewick Justice Center, and on the Benton County Internet/Intranet website.

C. Final Budget Adoption

Once the public has had two weeks to inspect the budget, a hearing will be held, at which time the public will be allowed to express opinions for or against the final budget. Upon completion of the public hearing, the Board must then adopt the final budget by resolution and forward a copy to the State Auditor. Pursuant to RCW 84.52.070, the Board of Benton County Commissioners must adopt the budget and certify the taxes by November 30.

II. BUDGET ADMINISTRATION

A. Supplements to Approved Budget

In recent years, the number of supplement requests has increased dramatically. Typically, the Board reviews these supplements individually, requiring costly resources.

Effective May 21, 2007, the Board of County Commissioners adopted a new policy for the review and adoption of supplemental requests. The Board will accept supplemental requests at any time during the budget year. However, these requests will only be heard once during the budget year. New staffing positions will not be considered unless associated with a Board approved revenue source (example grants).

1. Requests delivered between January 1 and August 31 will be presented to the Board for review during the month of September and subsequently held for public hearing. Supplemental appropriations delivered after August 31 will be addressed during the budget process for the following year.

In the event that an elected official or department head feels that a supplement to his or her budget needs to be addressed at a time different from those listed above, only the following exceptions will be considered:

- a. An unforeseen situation occurs which puts the safety and welfare of the citizens of Benton County at risk.
- b. An unforeseen situation occurs which hinders the ability of a department to fulfill a statutory obligation imposed upon a department head or elected official.
- c. A labor contract settlement, legal settlement, or other judgment that exceeds those amounts currently available within their current budget.
- d. An unforeseen revenue source that has associated expenditures (example-grants).
- e. Operating transfers regarding prior year cash carry forwards (see Section III. B. 1).

B. Supplemental Appropriation -- Processing Procedure

All supplemental appropriation requests will require that the following steps be taken prior to placement on a scheduled public hearing:

1. Six copies of the supplemental request (1 original on bond paper and 5 copies hole-punched) must be delivered to the Commissioner's Executive Secretary on the date scheduled per the Submission of Supplemental Appropriation Request(s) bi-annual memo.
2. The supplemental request must be completed in full before the Board will consider it (i.e. revenue codes, expenditure codes, etc.). Incomplete supplemental requests will be returned.
3. On or before September 1, a copy of the supplement request will be delivered to the finance manager for review. A financial analysis will be done detailing the expenditure impact and potential revenue sources if applicable. This review will include detailed communications between both the department making the supplemental request and the finance manager.
4. The finance manager will deliver, prior to the Board review, a summary of the supplemental requests and financial analysis to the County Administrator.

C. Budget Maintenance

Line item transfers with Board approval will be required in the following instances:

1. The transfer creates a new position (full, part-time or temporary);
2. The transfer is used to increase or decrease the amount of capital currently budgeted or to create a new capital purchase line item;
3. The transfer is used to increase or decrease the amount of computer capital currently budgeted.

III. OTHER BUDGET POLICIES

A. Road Fund Levies

Per RCW 36.82.040, all funds accruing from the "general tax levy for road funds" shall be deposited into the county road fund, except that revenue diverted under RCW 36.33.220 shall be placed in a separate and identifiable account within the county current expense fund.

At this time, the Board of Commissioners diverts road funds to the Sheriff's Department for the purpose of traffic enforcement on county roadways. These funds are deposited into Current Expense and are accounted for in a separate department. (Sheriff Traffic Control - Dept. 125).

B. Minimum Fund Balances

In order to assure sufficient reserves are available to meet respective operational needs during the low revenue periods within a budget cycle (calendar year), the Board of County Commissioners requires the following county funds to retain a minimum fund balance at the close of any given fiscal year:

1. Current Expense (General Fund) 0000-101

In order to meet operational needs within the general fund, the County shall maintain a fund balance of 10% of the current year's operating budget. In addition to the 10%, the County may maintain up to an additional 3% for emergency use as determined by the Board.

Any cash carry forward that would bring the general fund in excess of the 13% of the current year's operating budget may be transferred to the following funds: The Board may maintain the park development fund (0110-102) beginning balance for the year at \$1,000,000, which may decrease the excess transferable funds available; of the remaining transferable amount, 87.5% to the capital projects fund (0305-101) and 12.5% to the fairgrounds operating and maintenance fund (0124-101).

2. Capital Acquisition (0305-101)

A fund balance of at least \$500,000 should be maintained as unreserved in the event that a major capital improvement should be required which has not been appropriated during the current budget cycle.

PILT funds will be deposited and dedicated for the purpose for which this fund (0305-101) was created.

Low-level waste surcharge funds will be deposited and dedicated for the purpose for which this fund (0305-101) was created.

C. Obligated Funds

1. 1/4% Real Estate Excise Tax (0130-101)

The current revenues from this fund will be allocated as follows: \$250,000 to repay bonds on the Health Building until the bonds are repaid in the year 2031.

Additional reserve may be used to fund other capital projects that are Board approved in the Capital Facilities plan.

2. 1/10% CJ Jail Juvenile (0133-101)

The current revenues from this fund will be used to pay off bond principal and interest incurred to finance the construction and M & O of the adult and juvenile jails through the year 2021.

3. Rural County Capital Fund (0144-101)

The current revenues from this fund have been pledged to pay off bond principal and interest incurred for the purpose of financing public facilities (i.e. the Jail and Kennewick Justice remodel) through the year 2021.

4. Debt Service Fund (299-101)

Net income from out of county contracts for the Benton County Jail will be deposited into the debt service fund (299-101). These monies may be used to pay bonds off early.

D. Capital

1. Capitalization of General Fixed Assets

Benton County has established a policy with regard to the capitalization of general fixed assets. (See Policy Attachment-1)

2. Computer Capital Replacement

Benton County currently has a policy for the purchase and replacement of computer capital. (See Policy Attachment-2)

ATTACHMENTS

Attachment - 1	Benton County Capital Policy
Attachment - 2	Computer Replacement Policy
Attachment - 3	Supplement Transmittal
Attachment - 4	Supplement (Example)

11:00

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	June 2, 2008	Execute Contract	_____	Consent Agenda _____
Subject:	Accounting	Pass Resolution	_____	Public Hearing _____
	Support Officer	Pass Ordinance	_____	1st Discussion <u>XX</u>
Prepared by:	Bobbie Gagner	Pass Motion	_____	2nd Discussion _____
		Other	<u>XX</u>	Other _____

BACKGROUND INFORMATION

The County Auditor's Office is responsible for the county payroll and payment of county bills via voucher. The Accounting Support Officer supervises these functions, as well as participates in preparation of the Annual Financial Report. The Accounting Support Officer is as indicated by the position title a support for all other county departments. She is well versed on all union contracts and assists the Negotiating Team with contract review.

This position is being reclassified in an effort to place it at a grade that reflects internal equity with other county positions.

The Personnel/Risk Manager has prepared a resolution establishing a salary grade for the Accounting support Officer at a temporary grade of 17G on the non-bargaining salary schedule.

Please see attached Resolution, Job Description, and organization chart.

SUMMARY

Same as above

RECOMMENDATION

Pass resolution.

FISCAL IMPACT

\$2,758 for 2008

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ESTABLISHING A SALARY GRADE FOR THE ACCOUNTING SUPPORT OFFICER POSITION IN THE AUDITOR'S OFFICE

WHEREAS, the Board of Benton County Commissioners approved Resolution 07-320, Personnel Policies and Procedures for Non-Bargaining Employees; and

WHEREAS, that Resolution includes a process for "new" position and/or substantially changed position (re)classification/grade requests to be processed for a determination by the Board of Benton County Commissioners; and

WHEREAS, the Board of Benton County Commissioners has suspended the Non-Bargaining Position Evaluation Committee; **NOW THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby establishes a temporary grade of 17 on the Benton County non-bargaining salary schedule to the Accounting Support Officer; and

BE IT FURTHER RESOLVED, that the position of Accounting Support Officer immediately be sent to the Non-Bargaining Position Evaluation Committee for classification once the committee is re-established; 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 FURTHER 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 creation of the Accounting Support Officer position, established at a Grade 17 on the Benton County 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

**BENTON COUNTY CLASSIFICATION DESCRIPTION
ACCOUNTING SUPPORT OFFICER**

Page 1

-
- I. TITLE: ACCOUNTING SUPPORT OFFICER (revised 2008)**
- DEPARTMENT: AUDITOR**
- REPORTS TO: CHIEF ACCOUNTANT**
- SUPERVISES: ACCOUNTING ASSISTANTS, PAYROLL
SPECIALIST and OFFICE ASSISTANTS**

II. SUMMARY:

Plans, organizes, and supervises payroll and accounts payable activities for Benton County. Researches and prepares confidential cost studies of union proposals as requested by the County's Chief Negotiator and/or Labor Attorney. Responsible for maintaining the County's automated payroll and accounts payable systems in conjunction with the Central Services Department. Assists the Chief Accountant and Accounting Services Officer in maintaining the County's General Ledger, preparing the Annual Budget and Annual Financial Report. Develops reports regarding labor negotiations and participates in confidential management strategy meetings pertaining to negotiations.

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

Assigns, supervises, evaluates, plans, and organizes work of staff and staff schedules, monitors progress, and makes changes as needed. Advises, assists and trains subordinates as necessary. Participates in the selection of new employees and makes recommendations regarding the hiring, discipline, transfer and termination of subordinate employees. Supervises and evaluates Accounting Assistants II, III, and the Payroll Specialist on a daily and yearly review basis.

Research and prepare confidential cost studies of union or county contract proposals as requested by the County's Chief Negotiator or Labor Attorney. Participates in confidential strategy analysis meetings regarding negotiations.

**BENTON COUNTY CLASSIFICATION DESCRIPTION
ACCOUNTING SUPPORT OFFICER**

Page 2

Posts and balances all recurring entries to the General Ledger for each fund operated by the County and reconciles control accounts with subsidiary ledgers; assists with year end, closing, and special entries to the General Ledger.

Reconciles and audits County checking accounts, documenting discrepancies, and reporting on cash flow.

Assists in verifying and inputting changes to the Chart of Accounts and the Fund and Department Coding files.

Acts as liaison with other departments to coordinate activities, provide detailed information and assistance to staff and officials involving accounts receivable, posting to subsidiary ledgers, voucher auditing, warrants and data input.

Reviews entries and documents to assure accurate recording, balancing and classification of all income and expenditures to the proper accounts, in accordance with BARS and County Procedures and Resolutions.

Responsible for editing, verifying, and printing, as well as distribution of payroll checks for monthly payroll, and draw pays.

Provides payroll support to department administrators and monitors and maintains the official countywide sick and vacation leave reports in accordance with state and federal laws.

Performs and supervises contributions and beneficiary changes, notice of retirement and reconciles monthly statements in accordance with state standards for various retirement programs. Acts as liaison between employees and the State Retirement System.

Prepares statistical reports regarding employee numbers and wages for State of Washington Employment Security Department, and is responsible for the accuracy of the report. Filing the report with errors can result in the County being fined.

Prepares employer's quarterly 941 Federal Payroll Tax Return, balancing totals on wages, income tax with holdings, social security and Medicare taxes. Responsible for the accuracy of the report, which if filed with errors, can result in the County being fined.

**BENTON COUNTY CLASSIFICATION DESCRIPTION
ACCOUNTING SUPPORT OFFICER**

Page 3

Resolves complaints and problems affecting county payroll procedures, as well as answering inquiries. Coordinates assigned functions with other departments and agencies; provides advice and assistance as requested.

Remains current on legislation, and union contract changes pertaining to employers and the unions. Develops, recommends, and implements approved procedures to assure efficient and effective operations in compliance with county goals and new legislation. Must be familiar with all union contracts and how each one affects the payroll for the department(s) covered by that contract. Recommends labor contract language changes pertaining to economic issues and benefits.

Balances the accumulation of accounting information distributed to the Deferred Compensation Programs.

Assists with random yearly physical inventory of General Fixed Assets for Benton County.

Acts as liaison with the Personnel and Prosecuting Attorney's Departments to provide detailed information and assistance to staff and officials regarding employment grievances and termination settlements.

Attends meetings, conferences and seminars related to governmental accounting, payroll, and County benefit programs.

Provides payroll support to the Personnel Department, as well as, Elected Officials and Department Administrators verifying and processing Workers Compensation payments to employees.

Performs other duties as assigned.

IV. WORKING CONDITIONS:

Work is primarily performed in an office, but also requires travel to training and meetings.

**BENTON COUNTY CLASSIFICATION DESCRIPTION
ACCOUNTING SUPPORT OFFICER**

Page 4

V. KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of generally accepted accounting practices, principles and procedures relating to governmental accounting and Washington State Budgeting, Accounting and Reporting Systems (BARS). Ability to apply said principles to financial reporting requirements.

Thorough knowledge of double-entry accounting practices, principles and procedures.

Thorough knowledge of State and Federal payroll reporting requirements.

Knowledge of union contracts between the County and all of its unions.

Knowledge of Washington State law in RCW and WAC rulings as they pertain to assigned functions. Ability to interpret and apply RCW and WAC rulings.

Thorough knowledge of the county computerized payroll software and the ability to apply and explain its operations, functions, and procedures to other county departments utilizing it.

Knowledge of functionality of databases and ability to evaluate and communicate needed system modifications and improvements.

Knowledge of electronic data processing methods and techniques as applied to accounting and office management functions.

Knowledge of purchasing practices and procedures, rules and regulations as they apply to State and Federal Laws and County Resolutions. Ability to audit to above mentioned standards.

Knowledge of legal requirements and regulations applicable to assigned area.

Ability to organize and prioritize accounting projects to meet deadlines and demands of workloads with a minimum of supervision while maintaining accuracy and attention to detail.

Knowledge and training in the area of modern principles and practices of management and supervision.

**BENTON COUNTY CLASSIFICATION DESCRIPTION
ACCOUNTING SUPPORT OFFICER**

Page 5

Must exhibit excellent written and oral communication skills to explain policies and procedures and to work with other employees, department heads and agencies using courtesy, tact and good judgement.

Must demonstrate the ability to establish and maintain effective working relationships with employees, department heads and agencies.

MUST MAINTAIN ABSOLUTE CONFIDENTIALITY.

VI: EDUCATION AND WORK EXPERIENCE:

Minimum Qualifications: Bachelor's degree in accounting and two years experience in municipal and governmental accounting; or any combination of education and experience which would provide the applicant with the desired skills, knowledge and ability required to perform the job.

Experience with multi-tasking, complex reconciliation and in-depth computer operation and software required.

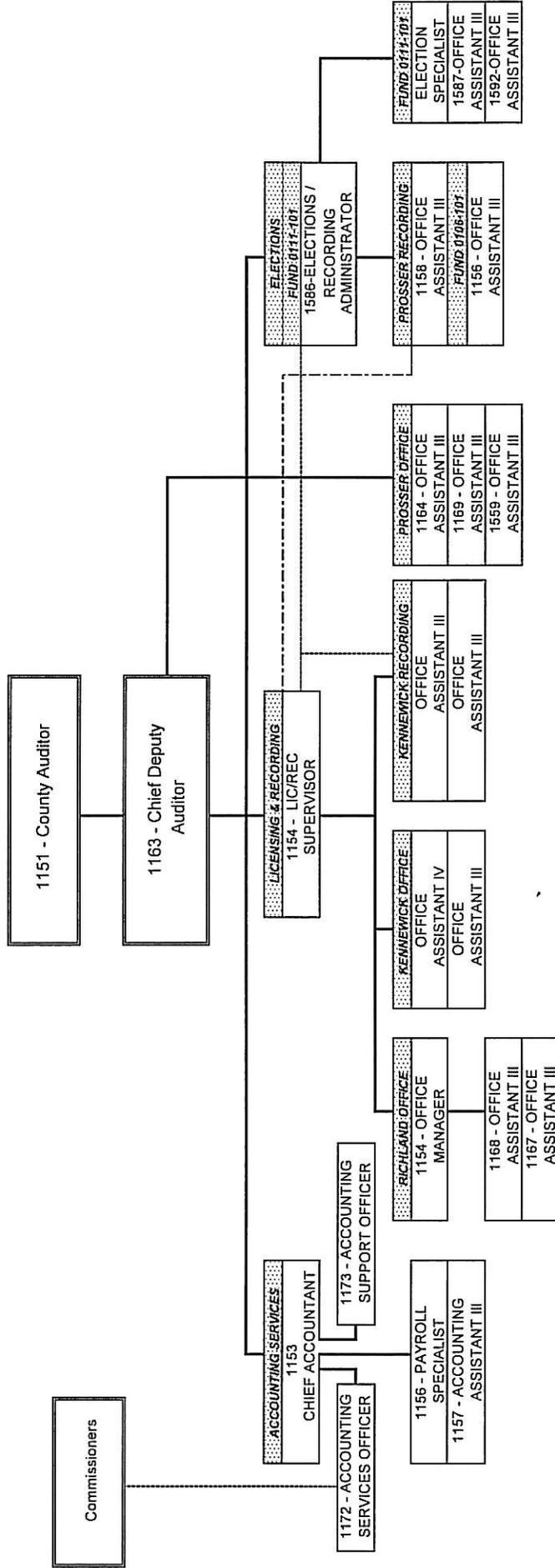
Desired Qualifications: Bachelor's degree in accounting and five years experience in municipal and governmental accounting; preferred area of expertise would be in payroll management and administration.

VII: LICENSES, CERTIFICATES AND OTHER REQUIREMENTS:

A valid Washington State Driver's License is required for employment.

BENTON COUNTY AUDITOR

2008



<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	June 2, 2008	Execute Contract	_____	Consent Agenda _____
Subject:	License/Recording Supervisor	Pass Resolution	XXX_	Public Hearing _____
Prepared by:	Bobbie Gagner	Pass Ordinance	_____	1st Discussion <u>XX</u>
		Pass Motion	_____	2nd Discussion _____
		Other	_____	Other _____

BACKGROUND INFORMATION

Benton County records documents in Prosser and Kennewick. It has become increasingly more critical that we have management employees at both ends of the county. Therefore, I am requesting the reclassification of my Kennewick Office Manager. This reclassification reflects additional responsibilities for supervision of the Kennewick Recording Department. The position will also be responsible for the day to day oversight of Licensing in Kennewick and Richland.

The Personnel/Risk Manager has prepared a resolution establishing a salary grade for the Tri-City License/Recording Supervisor at a temporary grade of a 14G on the non-bargaining salary schedule.

Please see attached Resolution, Job Description and Organization Chart.

SUMMARY

Same as above.

RECOMMENDATION

Pass resolution.

FISCAL IMPACT

\$2373 for 2008

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ESTABLISHING A SALARY GRADE FOR THE LICENSE/RECORDING SUPERVISOR POSITION IN THE AUDITOR'S OFFICE

WHEREAS, the Board of Benton County Commissioners approved Resolution 07-320, Personnel Policies and Procedures for Non-Bargaining Employees; and

WHEREAS, that Resolution includes a process for "new" position and/or substantially changed position (re)classification/grade requests to be processed for a determination by the Board of Benton County Commissioners; and

WHEREAS, the Board of Benton County Commissioners has suspended the Non-Bargaining Position Evaluation Committee; **NOW THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby establishes a temporary grade of 14 on the Benton County non-bargaining salary schedule to the License/Recording Supervisor; and

BE IT FURTHER RESOLVED, that the position of License/Recording Supervisor immediately be sent to the Non-Bargaining Position Evaluation Committee for classification once the committee is re-established; 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 FURTHER 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 creation of the License/Recording Supervisor position, established at a Grade 14 on the Benton County non-bargaining salary scale.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

**BENTON COUNTY CLASSIFICATION DESCRIPTION
LICENSE/RECORDING SUPERVISOR**

Page 1

**I. TITLE: LICENSE/RECORDING SUPERVISOR
(revised 2008)**

DEPARTMENT: AUDITOR

REPORTS TO: AUDITOR/CHIEF DEPUTY

SUPERVISES: RICHLAND OFFICE MANAGER and OFFICE ASSISTANTS

II. SUMMARY:

Plans, organizes, coordinates and supervises all vehicle registration, licensing, sales tax collections and special permit issuance in the Kennewick and Richland Offices. Directs and supervises the activities of the Recording Department, which receives a variety of legal documents to record and maintain an official record in the County Auditor's Office. Oversees Election Department duties provided to the public in Tri-City Offices. Performs office coordination, administrative and supervisory functions, and complex senior level clerical and office duties to support efficient office operations in the Auditor's Offices, requiring a comprehensive, detailed understanding of programs, department and County procedures and policies.

This position has the responsibility for first level supervision and must keep informed of statute changes that affect either the Licensing or Recording Department. Position is also responsible for Election Department mandates for those functions available in annex offices.

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

Assigns, supervises, evaluates, plans, and organizes work of staff and staff schedules, monitors progress, and makes changes as needed. Advises, assists and trains subordinates as necessary. Participates in the selection of new employees and makes recommendations regarding the hiring, discipline, transfer and termination of subordinate employees. Supervises and evaluates Richland Office Manager and Office Assistants.

**BENTON COUNTY CLASSIFICATION DESCRIPTION
LICENSE/RECORDING SUPERVISOR**

Page 2

Oversees all Tri-City area licensing and recording operations to implement and enforce state laws and regulations as they relate to document recordings, registration, licensing and titling transactions for vehicles and vessels, with authority to notarize signatures on all state licensing forms.

Plans and supervises daily activities to achieve goals with budgeted funds and available personnel; plans and organizes schedules and staff assignments, monitors progress, and makes changes as needed.

Assigns, supervises and evaluates the work of staff; advises, assists and trains subordinates as necessary. Conducts performance evaluations, and initiates and implements disciplinary actions as warranted.

Acts as liaison with other departments and outside agencies to coordinate activities; provides detailed information and assistance to staff, officials, organizations and the public regarding department operations and policies.

Develops recommends and implements policies and procedures to assure effective licensing operations in compliance with department goals and objectives.

Remains current on legislation, legal requirements, and ordinances affecting licensing and recording operations and interprets information to advise staff or subordinates of any applicable changes in procedures to reflect revised legal requirements.

Assures the smooth efficient operation of the recording process; assignments cover the recording, filming, indexing, retrieval and storage of recorded and filed data as prescribed by laws, WACs and resolutions.

Evaluates current operating procedures, systems and equipment and recommends changes or implementation of new procedures and systems as needed, including computerized system for indexing; oversees implementation and trains staff. Designs or revises forms and develops procedures as needed. Develops and maintains complete procedural manual for department.

Prepares and distributes the recording fee schedule as needed; notifies law firms, title companies and the general public of fee changes as regulated by state statutes and county resolutions.

**BENTON COUNTY CLASSIFICATION DESCRIPTION
LICENSE/RECORDING SUPERVISOR**

Page 3

Accepts responsibility for all money collected for the filing and recording of legal documents, and directs the accounting transmittal of itemized daily fees to the Treasurer. Submits daily list of documents recorded and fees collected for banking; segregates portion going to State.

Develops, recommends and implements policies and procedures to assure effective licensing and recording operations in compliance with department goals and objectives.

Submits original film of documents to the State Archives for storage on a regular basis; keeps records of all books, documents and film stored in archives at Olympia and Ellensburg.

Supervises the recording and releasing of liens against property placed by the Internal Revenue Service, Employment Security and the State; responds to inquiries on liens placed.

Responds to inquiries in person, by telephone and through written correspondence with law firms, title companies and the general public regarding the recording process, microfilm procedures and computer indexing system, resolving any problems that arise.

Coordinates document preservation for county departments in accordance with statute and revenues available in the Auditor's O & M Fund.

Supervises and participates in registering candidates for elective offices; accepts filing fees and declarations of candidacy.

Supervises the issuance of replacement ballots, inventory of unvoted ballots, and security of voted ballots.

Performs other related duties as assigned.

IV. WORKING CONDITIONS:

Work is performed in an office environment. Travel is required to supervise/monitor activities in Richland Annex and Prosser Courthouse. Some lifting in excess of 25 pounds may be required.

**BENTON COUNTY CLASSIFICATION DESCRIPTION
LICENSE/RECORDING SUPERVISOR**

Page 4

V. KNOWLEDGE, SKILLS, AND ABILITIES:

Thorough knowledge of laws, Department of Licensing procedures and regulations relating to vehicle and vessel licensing, titling and registration requirements.

Thorough knowledge of the functions, policies and procedures governing licensing operations and functions adopted at the county level.

Thorough knowledge and understanding of state laws and regulations that apply to document recording and preservation.

Thorough knowledge of the functions, policies and procedures, that relate to recording adopted at the county level.

Knowledge of Washington State law in RCW and WAC rulings as they pertain to assigned functions. Ability to interpret and apply RCW and WAC rulings.

Knowledge of functionality of databases and ability to evaluate and communicate needed system modifications and improvements.

Knowledge of electronic data processing methods and techniques as applied to recording, record management and office management functions.

Ability to organize and prioritize projects to meet deadlines and demands of workloads with a minimum of supervision while maintaining accuracy and attention to detail.

Knowledge and training in the area of modern principles and practices of management and supervision.

Must demonstrate the ability to establish and maintain effective working relationships with employees, department heads and agencies.

**BENTON COUNTY CLASSIFICATION DESCRIPTION
LICENSE/RECORDING SUPERVISOR**

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VI: EDUCATION AND WORK EXPERIENCE:

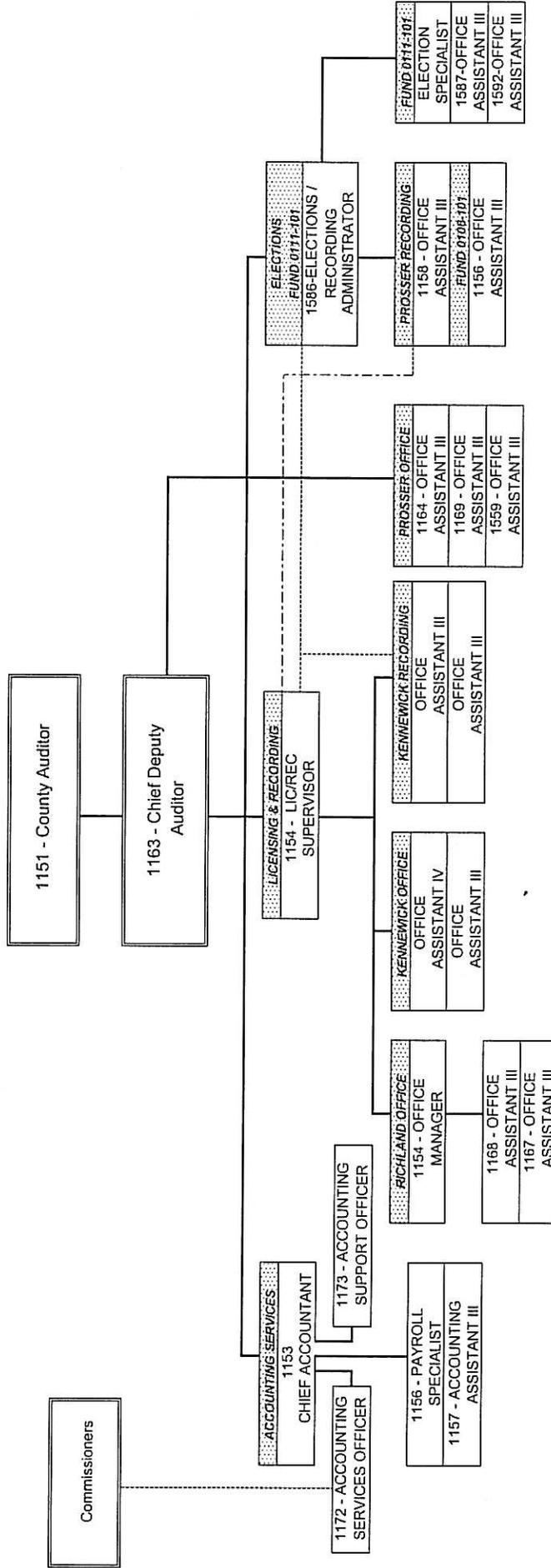
Bachelor's degree in business administration; and five years of progressively responsible office experience related to vehicle/vessel licensing/registration and record management/document recording or any combination of education and experience which would provide the applicant with the desired skills, knowledge and ability required to perform the job.

VII: LICENSES, CERTIFICATES AND OTHER REQUIREMENTS:

A valid Washington State Driver's License is required for employment. Must be certified by Washington State Department of Licensing and WSACA as a "Certified Vehicle Field System Operator."

BENTON COUNTY AUDITOR

2008



<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	June 2, 2008	Execute Contract	_____	Consent Agenda	_____
Subject:	Office Assistant	Pass Resolution	<u> X </u>	Public Hearing	_____
	IV	Pass Ordinance	_____	1st Discussion	<u> XXX </u>
Prepared by:	Bobbie Gagner	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

BACKGROUND INFORMATION

We have had numerous occasions over the past several years where a mid-management position was needed to open and supervise one of the Tri-City Offices. Brenda and I are not always available to cover for sickness, vacation, emergency leaves, and training required by Office Managers. Particularly in a Presidential General Election year, it is going to be vitally important to have someone other than Brenda or I available to open and manage an office for an extended time.

The Richland Office Manager has had to open both offices multiple times this year to cover for training or sickness. She started in Richland at 7:00 a.m. unlocked the safe and signed on the DOL start of day tasks so that a staff member could come in at 8:00 a.m. and open for business. She then went to Kennewick, opened the safe, did the books, opened the DOL system for the day and returned to Richland.

This position would be in place of a currently existing Office Assistant III which would not be filled.

SUMMARY

Same as above

RECOMMENDATION

Pass resolution.

FISCAL IMPACT

\$651 for 2008 plus overtime; \$1900 for 2009, plus COLA and overtime

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, DEPARTMENT NUMBER 102

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 June, 2008 _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: B. Gagner; Auditor; File

B. Gagner

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor Dept Nbr: 102

Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: Dept. TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.810	1905	Temporary Help	\$651	514.300	1160	Office Assistant IV (new)	\$651
TOTAL			\$651	TOTAL			\$651

Explanation:

Due to the reclassification of the Kennewick Office Manager to a License/Recording Supervisor, as discussed with the board we are requesting this transfer to re-classify an Office Assistant III to an Office Assistant IV, within the Bargaining Unit. This transfer will not require a budget supplement.

Prepared by: Date:

Approved Denied Date:

Chairman

Member

Member

INSIDE KENNEWICK JUSTICE CENTER

OUTSIDE KENNEWICK JUSTICE CENTER

Estimated Capital Outlay

\$	20,000	move furniture, install electrical, limited renovations
\$	5,700	25-30 @ \$190 telecommunications infrastructure ports (computers and phones) dependent upon electrical installation
		limited numbers for phone
\$	<u>25,700</u>	

Estimated Capital Outlay

		Unfinished
\$	40,000	unfinished (open space) construction
\$	5,700	25-30 @ \$190 telecommunications infrastructure ports (computers and phones)
\$	1,680	B1 line set up costs vary and \$70/mth
\$	10,100	no existing fiber Point-to-point T1 circuit - onetime service \$500 and \$800/mth
		or
\$	5,760	existing fiber Benton PUD fiber infrastructure - service onetime \$600 and \$430/mth
\$	<u>53,140 - \$</u>	<u>57,480</u>

Finished

\$	20,000	finished office space construction
\$	1,680	B1 line set up costs vary and \$70/mth
\$	5,700	25-30 @ \$190 telecommunications infrastructure ports (computers and phones)
\$	10,100	no existing fiber Point-to-point T1 circuit - onetime service \$500 and \$800/mth
		or
\$	5,760	existing fiber Benton PUD fiber infrastructure - service onetime \$600 and \$430/mth
\$	<u>33,140 - \$</u>	<u>37,480</u>

Estimated Annual Outlay for 1,800 sq ft

no additional outlay as switching from one county facility to another

Estimated Annual Outlay for 1,800 sq ft

\$	28,800	retail space @ \$2,400/mth (excluding electricity and water)
\$	41,400	office space @ \$3,450/mth (excluding electricity and water)

Additional Information

2-3 weeks move in
operational flow - close to other offices and the public voice system upgrades in August or September 2008

Additional Information

4-6 weeks move in
operational flow - not as visible to other offices and the public
potential site may be unacceptable for connectivity
T1 installation 6-8 weeks
fiber circuit 2-3 weeks
voice communications not accessible through the County system

11:10