

**June 9, 2008**

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

## MINUTES

### BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting

June 2, 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; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Personnel Manager Melina Wenner; Steve Brown and Ken Williams, Building Department; Public Works Director Ross Dunfee; DPA Bryan Perry; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Clerk Josie Delvin; Central Services Manager Randy Reid; Julie Murphy, Treasurer's Office; Auditor Bobbie Gagner; Deputy Auditor Brenda Chilton; Pat Powell, Auditor's Office; Erihza Rivera, Treasurer's Office; Harriet Mercer, Assessor's Office; Treasurer Duane Davidson; and DPA Sarah Perry.

#### Approval of Minutes

The Minutes of May 14, 2008 and May 27, 2008 were approved.

#### Review Agenda

Commissioner Benitz requested item "g" (Amendment of 2008 One-Year Road Program, Sellards Road) be pulled from the consent agenda.

#### Consent Agenda

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

#### Commissioners

- a. Alternate Dates for 2009 Benton County Budget Hearings

#### Facilities

- b. Line Item Transfer, Fund No. 0000-101, Dept. 110

#### Fairgrounds

- c. Lease Agreement w/Benton-Franklin Mounted Sheriff's Posse

- d. CPM Development Corp-Central Pre-Mix Concrete Co. Lease Agreement
- Human Services
- e. Appointments to the Developmental Disabilities Advisory Board
- Prosecuting Attorney
- f. Conflict Waiver
- Road/Engineer
- h. Public Hearing Authorization for City of Benton City Franchise
  - i. Public Hearing Authorization for Kennewick Irrigation District Franchise
  - j. Travel Reimbursements

**Consent Item "g" (Amendment of 2008 One-Year Road Program, Sellards Road)**

Commissioner Benitz discussed his concern about the expenditures from the emergent projects fund.

Commissioner Bowman said this project was a priority project that had been identified through at least two different studies and should be moved forward.

**MOTION:** Commissioner Bowman moved to approve item "g". Chairman Oliver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

Ross Dunfee stated that changes to the one-year road program required unanimous approval, per RCW, so this resolution would not move forward. Commissioner Benitz asked about the resolutions amending the one-year road program that were approved the previous week without unanimous approval. Mr. Dunfee said the resolution for changes to King Tull to Sellards was not an emergent project, it was changing the one-year road program and required unanimous vote. He said he would bring back a resolution to rescind the action and King Tull would stay on the one-year road program.

Chairman Oliver requested the issue be clarified and an opinion brought back to the Board.

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

**Public Hearing – SPV – 08-02**

Mike Shuttleworth said Benton County received an application requesting the vacation of the 10-foot utility easement over the west 10 feet of lot 2 for Short Plat 971. He indicated that based on the information received, the Planning Department recommended approval.

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

**MOTION:** Commissioner Benitz moved to approve 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. Commissioner Bowman seconded and upon vote, the motion carried.

**Other Business**

Commissioner Bowman said he was requested to testify in Washington D.C. in front of the Transportation Infrastructure Committee on Thursday morning regarding the needs of infrastructure in Benton, Franklin, and Walla Walla Counties. The Board did not object to his attendance.

Chairman Oliver said he was contacted by Jesse Jackson and was asked to meet with him at the end of this month at the national conference regarding FFTF.

**Public Hearing – Ordinance Amendment BCC 3.18**

Steve Brown and Ken Williams presented the ordinance amendments to BCC 3.18 relating to minimum standards for fire flows, water mains, fire hydrants, and roads.

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

Commissioner Bowman discussed his concern regarding the turnaround radius requirements and safety for emergency vehicles to turnaround without having to back up. Ken Williams said the requirement depended on the location and size of equipment that would be used.

**MOTION:** Commissioner Benitz moved to approve the resolution adopting the ordinance relating to minimum standards for fire flows, water mains, fire hydrants, and roads. Commissioner Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:30 a.m.

**Public Hearing - C & M Orchards Franchise**

Sue Shuetze presented the application for franchise request filed by C & M Orchards.

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

**MOTION:** Commissioner Benitz moved to approve the franchise application filed by C & M Orchards. Commissioner Bowman seconded and upon vote, the motion carried.

**Public Hearing – Supplemental Requests**

Linda Ivey presented the following supplemental requests:

1. Central Services, \$16,726, Tyler Content Manager Project
2. PA, \$5,575, Tyler Content Manager Project
3. Sheriff Administration, \$5,575, Tyler Content Manager Project
4. Sheriff Custody, \$5,576, Tyler Content Manager Project
5. Office of Public Defense, \$586,063, unanticipated professional services
6. Superior Court, \$12,700, CASA grant

7. Central Services, \$3,810, Juvenile Justice grant
8. Central Services, \$7,880, Sheriff digital video system for patrol cars
9. Central Services, \$23,340, FTR digital audio recording system
10. Homeless Housing & Assistance, \$272,600, Pass Through Grant
11. Superior Court Clerk – Collections, \$40,767, Legal Process Assistant III
12. Central Services, \$9,300, computer for Legal Process Assistant III

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

**MOTION:** Commissioner Benitz moved to approve the supplemental appropriations. Commissioner Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:55 a.m.

### **Other Business**

#### **Franchise – Five-Year Period**

Commissioner Bowman asked if there was a way to streamline the process for franchise applications, so the applicants and county did not have to repeat the application process every five years. Mr. Dunfee said he would research the issue and report back to the Board.

#### **Public Hearing – Wyckoff Farms Franchise**

Sue Schuetze presented the franchise application filed by Wyckoff Farms, Inc.

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

**MOTION:** Commissioner Benitz moved to approve the application for franchise filed by Wyckoff Farms, Inc. Commissioner Bowman seconded and upon vote, the motion carried.

#### **Columbia Irrigation District Water Rights**

Loretta Smith Kely submitted a request to pay outstanding irrigation assessments, submit “add land” petitions for Fairgrounds parcels into the Columbia Irrigation District boundaries, and applications to transfer water rights from Benton County owned parcels to Fairgrounds parcels.

**MOTION:** Commissioner Benitz moved to approve payment of outstanding irrigation assessments (principal only), sign the “add land” petitions, and sign the applications to transfer water rights. Commissioner Bowman seconded and upon vote, the motion carried.

Commissioner Bowman asked if there would be any benefit to combining the parcels into a single parcel. Mr. Fyall said the City was not in favor of combining parcels that cross over section lines, but could possibly combine parcels within separate sections. Mr. Sparks said the issue would be researched.

**Executive Session – Potential Litigation – Claim 08-08**

The Board went into executive session with DPA Eric Hsu via videoconference at 10:07 a.m. for approximately 10 minutes to discuss potential litigation. Also present were Melina Wenner, Ryan Brown, Loretta Smith Kelty, David Sparks, and Cami McKenzie. The Board came out of executive session at 10:08 a.m. No decisions were made.

**MOTION:** Commissioner Benitz moved to deny Claim CC 08-08. Commissioner Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 10:20 a.m.

**Western States Service Agreement**

Melina Wenner presented a contract with Western States to provide insurance agent/broker services, as well as consulting services.

Chairman Oliver wanted to know what services were provided, other than requesting increased insurance limits. Ms. Wenner said the County had not ever been asked to increase its amount, however, that it should always try to transfer the risk whenever possible. Mr. Sparks said that Mr. Veleke from Western States helped the County straighten out the Fairgrounds Insurance issue.

**MOTION:** Commissioner Bowman moved to approve the contract with Western States. Commissioner Benitz seconded and upon vote, the motion carried.

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

**Bid Opening – Pavement Marking 2008**

Mr. Moser said four bids were received and the post office box was checked.

The following bids were received:

Stripe Rite, Inc., Sumner, WA:	\$189,996.00
Road Runner Striping, Inc., Puyallup, WA:	\$207,205.00
Sharp-Line Industries, Inc., Spokane, WA:	\$223,215.82
Apply-A-Line, Inc., Pacific, WA:	\$207,575.00
Engineer’s Estimate:	\$203,882.00

**Year-End Operating Transfers Workshop**

Commissioner Benitz said that due to the increased capital projects and the present fund balance in Park Development and Fairgrounds, he did not want to add additional funds to these accounts for one year. Additionally, he requested that \$250,000 be added to Sustainable Development Fund.

Commissioner Bowman also requested a lid limit on the Fairgrounds fund, as well as the Park Development Fund. He agreed to funding Sustainable Development and also requested the Board research the rural county capital fund.

Chairman Oliver asked Mr. Fyall about current projects for Park Development. Mr. Fyall discussed the following: Boat Launch project at Two Rivers, \$80,000; Horse Heaven Vista project, \$50,000; and other small projects totaling \$100,000.

David Sparks said the Board should be aware the same funds might not be available the next year. Additionally, that the interlocal agreement required all rural county capital money to be used for debt repayment.

Chairman Oliver asked about the bonds and Mr. Sparks said an analysis would have to be done regarding the bonds, but that no one was willing to sell their bonds at this time. Chairman Oliver said he liked the idea of flexibility of the budget policy and agreed with funding Sustainable Development. He requested staff to work this through and bring back a balance transfer worksheet for Board consideration.

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

#### **Auditor's Office Reorganization**

David Sparks left the meeting during this discussion.

Bobbie Gagner and Brenda Chilton requested the Board authorize the following changes to the Auditor's Office organization:

Reclassify the Accounting Support Office at a non-bargaining grade 17; reclassify the Kennewick Office Manager to a License/Recording Supervisor at a non-bargaining grade 14; and replace the existing Office Assistant III with an Office Assistant IV.

**MOTION:** Commissioner Benitz moved to approve the resolutions establishing a salary grade for the Accounting Support Officer, establishing a salary grade for the license/recording Supervisor, and Line Item Transfer to cover the cost for reclassifying an Office Assistant III to an Office Assistant IV. Commissioner Bowman seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 11:10 a.m.

#### **Kennewick Assessor Office Relocation**

David Sparks provided an outline for the estimated costs to relocate the Kennewick Assessor's office to the Justice Center and the costs to relocate outside the Justice Center.

Randy Reid said one of issues was whether the Board wanted to allow remote access from home, because it would be essentially allowing telecommuting. Mr. Reid said the cost would be minimal, but the employee would have to have decent broadband capabilities.

The Board concurred it was not agreeable to telecommuting.

Commissioner Benitz said he was agreeable to moving the Assessor's Office into space previously occupied by The Beat Café, but also wanted to move forward with a cost analysis to complete the repairs at the Annex. Commissioner Bowman said he also was agreeable, but wanted to make sure it was going to work before they were moved into the Justice Center space.

Chairman Oliver agreed, and also asked to see the impacts of construction at the Annex.

The Board briefly recessed reconvening at 11:40 a.m.

### **Resolutions**

- 08-542 Alternate Dates for Budget Hearings, 2009 Benton County Budgets
- 08-543 Transfer of Funds, Current Expense, Dept. 110, \$2,066
- 08-544 Approving the Lease Agreement Between the Benton County Fairgrounds and the Benton-Franklin Mounted Sheriff's Posse
- 08-545 Approving the Lease Agreement Between Benton County and CPM Development Corporation, dba Central Pre-Mix Concrete Co.
- 08-546 Appointment to the Developmental Disabilities Advisory Board of Linda Schroeder and Melanie Olson
- 08-547 Setting Public Hearing for Application of the City of Benton City for a Franchise to Continue a Domestic Water and Sewer Distribution System in County Roads
- 08-548 Setting Public Hearing for Application of the Kennewick Irrigation District for a Non-Exclusive Franchise to Continue an Irrigation Water System
- 08-549 Rescinding Resolution 08-539 – Amending the 2008 One-Year Road Program for Sellards Road Improvements as an Emergent Project
- 08-550 Vacation of Utility Easement, O8-02
- 08-551 Approval of Ordinance Relating to Minimum Standards for Fire Flows, Water Mains, Fire Hydrants, and Roads
- 08-552 Supplemental Appropriation, 2008 Central Services Fund, \$9,300
- 08-553 Supplemental Appropriation, 2008 Central Services Fund, \$16,726
- 08-554 Supplemental Appropriation, 2008 Prosecuting Attorney's Office, \$5,575
- 08-555 Supplemental Appropriation, 2008 Sheriff Administration, \$5,575
- 08-556 Supplemental Appropriation, 2008 Sheriff Custody, \$5,576
- 08-557 Supplemental Appropriation, 2008 Office of Public Defense, \$586,063
- 08-558 Supplemental Appropriation, 2008 Superior Court, \$12,700
- 08-559 Supplemental Appropriation, 2008 Central Services, \$3,810
- 08-560 Supplemental Appropriation, 2008 Central Services, \$7,880
- 08-561 Supplemental Appropriation, 2008 Central Services, \$23,340
- 08-562 Supplemental Appropriation, 2008 Homeless Housing & Assistance, \$272,600

- 08-563 Supplemental Appropriation, 2008 Superior Court Clerk-Collections Department, \$40,767
- 08-564 Authorizing Payment of Outstanding Irrigation Assessments, Signing "Add Land" Petitions, and Signing Applications to Transfer Benton County Water Rights to the Fairgrounds
- 08-565 Denial of Claim CC 08-08
- 08-566 Services Contract and Broker/Agent of Record Between Western States Insurance Agency and Benton County
- 08-567 Establishing a Salary Grade for Accounting Support Officer Position
- 08-568 Establishing a Salary Grade for the License/Recording Supervisor Position
- 08-569 Reclassification to Office Assistance IV and Line Item Transfer, \$651.00
- 08-570

There being no further business before the Board, the meeting adjourned at approximately 11:40 a.m.

---

Clerk of the Board

---

Chairman

a

# RESOLUTION

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

**MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE STATE OF WASHINGTON, OFFICE OF SECRETARY OF STATE, DIVISION OF ARCHIVES AND RECORDS MANAGEMENT AND THE BENTON COUNTY COMMISSIONERS**

**WHEREAS**, the Benton County Commissioners applied for a grant from the Washington State Archives Local Records Grant Program, administered by the Office of the Secretary of State, which provides financial assistance to local government officials to support records management and preservation efforts, for records of permanent retention; and

**WHEREAS**, the Benton County Board of Commissioners was awarded and accepted the grant funding in the amount of \$4,200 to support records management and preservation efforts, for records of permanent retention per resolution 07-792; and

**WHEREAS**, the Deputy County Administrator received notice from the Washington State Archives and Records Management Division that Benton County was selected as one of the 39 recipients to receive additional funding in the amount of \$2,400 from the 2007-2009 Washington State Archives Local Records Grant Program bring the total grant award to \$6,600; and

**WHEREAS**, the additional funding will be used for temporary help to inventory records and develop a records management program; **NOW, THEREFORE**

**BE IT RESOLVED** the Board of Benton County Commissioners, Benton County, Washington hereby accepts the additional grant funding in the amount of \$2,400 bringing the total grant funding award to \$6,600 for records management and preservation and hereby authorizes the Chairman of the Board to sign the agreement attached hereto.

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



Washington  
Secretary of State  
SAM REED

ARCHIVES & RECORDS MANAGEMENT DIVISION  
1129 Washington Street SE  
PO Box 40238  
Olympia, WA 98504-0238  
Tel: 360.586.1492  
Fax: 360.664.8814  
www.secstate.wa.gov/archives

RECEIVED

MAY 16 2008

BENTON COUNTY  
COMMISSIONERS

May 5, 2008

Loretta Smith Kelty  
Deputy County Administrator  
Benton County Commissioners  
620 Market St  
Prosser, WA 99350

Max	_____
Leo	_____
Claude	_____
David	✓
Loretta	✓
Other	Cammi

Lisa (orig)

Dear Loretta,

Congratulations on your selection as one of the 39 award recipients to receive additional funding from the 2007-2009 Washington State Archives Local Records Grant Program.

The Legislature approved our request for an additional \$1.5 million in the 2008 Supplemental Budget. A portion of this new funding will be awarded to 53 recipients who received no funding in the first round of awards.

The Archives Oversight Committee has recommended an additional \$2,400 in funding for your very worthy project. When combined with your original grant award of \$4,200, you have received total funding in the amount of \$6,600.

To accept this award of additional funding, please sign the enclosed amendment to your existing Grant Agreement. An A-19 form is also enclosed, which, upon execution of your amended contract, will generate your initial disbursement of these additional funds.

Again, congratulations; I look forward to working with you to preserve Washington State's legal and historic documents and improving citizen access to public records.

Sincerely,

Jerry Handfield  
State Archivist



**Award Determination**  
**BENTON COUNTY COMMISSIONERS**

The following table itemizes the budget items submitted in your grant application, with columns A and B reflecting the details of your proposed budget.

Column C indicates the amounts funded in your initial award, which were included in the grant agreement you signed with the Office of the Secretary of State.

**Column D indicates the *additional* amounts offered to your agency.**

**Column E describes the analyses or conditions that apply to the newly funded activities.**

By signing the attached Amendment, the total amount in column F will contractually bind you to the grant agreement.

A	B	C	NEW AWARD		F
			D	E	
Budget Item	Amount Requested	Initial Award 09/2007	Additional Funds	Reasoning/Conditions	TOTAL FUNDS AWARDED
Imaging Services	\$4,194	\$4,180	\$0		\$4,180
Boxes	\$20	\$20	\$0		\$20
Personnel	\$2,400	\$0	\$2,400	Temporary help at \$11-12 per hour to inventory records and develop a records management program.	\$2,400
Other	\$378	\$0	\$0		\$0
<b>TOTAL</b>	<b>\$6,992</b>	<b>\$4,200</b>	<b>\$2,400</b>	<b>Congratulations!</b>	<b>\$6,600</b>

1. If you accept the revised budget as described in the table above, please have your authorizing official sign each of the enclosed contract Amendment forms and return both of them to Bill Fieber at the address provided below. Once our authorizing official also signs each of them, one signed original will be returned to you for your files.
2. In addition, please have your authorizing official sign the enclosed A-19 form to request your 60% disbursement. Return this form with your signed Amendment forms and you can expect to receive your disbursement within 30 days.

**If you have questions about the award, please contact:**

Julie Woods  
Local Records Grant Program Coordinator  
(360) 586-0108  
jwoods@secstate.wa.gov

**For questions about the contract, please contact:**

Bill Fieber, Contracts Specialist  
Office of the Secretary of State  
PO Box 40224  
Olympia WA 98504-0224  
(360) 586-7523  
bfieber@secstate.wa.gov

AGENCY USE ONLY		
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.
0850		07CE136R OSOS G-3695

**AGENCY NAME**  
 Washington State Archives  
 Office of the Secretary of State  
 Attn: Julie Woods  
 PO Box 40238  
 Olympia, WA 98504-0238

**VENDOR OR CLAIMANT (Warrant is to be payable to)**  
 Loretta Smith Kelty  
 Deputy County Administrator  
 Benton County Commissioners  
 620 Market St  
 Prosser, WA 99350

INSTRUCTIONS TO VENDOR OR CLAIMANT: Submit this form to claim payment for materials merchandise or services. Show complete detail for each item.

Vendor's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

BY  
 Loretta Smith Kelty - Claude L. Oliver,  
 Deputy County Administrator Chairman  
 Benton County Commissioner (SIGN IN INK) (DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)  
 91-6001296

RECEIVED BY DATE RECEIVED

DESCRIPTION	Amount	Disbursement Requested	FOR AGENCY USE
Washington State Archives 2007-2009 Local Records Grant Program Supplemental Award			
<b>Initial Disbursement Request</b>			
Total Regular Grant Award	\$2,400		
Initial Disbursement - 60%	<\$1,440>	\$1,440	
Interim Disbursement - 20%	\$480		
Final Disbursement - Up to 20%*	\$480		
*When the project is complete and the final report (including documentation of expenditures) has been accepted, the remaining balance will be available for disbursement.			

PREPARED BY Julie Woods TELEPHONE NUMBER 360-586-0108 DATE AGENCY APPROVAL DATE

DOC. DATE PMT DUE DATE CURRENT DOC. NO. REF DOC. VENDOR NUMBER 2251-55 VENDOR MESSAGE UBI NUMBER

REF DOC	TRANS CODE	M O D	FUND	MASTER INDEX		SUB OBJ	SUB SUB OBJECT	ORG INDEX	WORKCLASS ALLOC	COUNTY BUDGET UNIT	CITY/TOWN MOS	SOURCE	SUB SRCE	AMOUNT	INVOICE NUMBER
DOC	CODE			APPN INDEX	PROGRAM INDEX										
	210		441	310	6803	NZ	0006							\$1,440	First Disbursement

ACCOUNTING APPROVAL FOR PAYMENT DATE WARRANT TOTAL WARRANT NUMBER

AMENDMENT No. 1  
 To  
 GRANT AGREEMENT G-3695  
 Between  
 THE STATE OF WASHINGTON,  
 OFFICE OF THE SECRETARY OF STATE,  
 ARCHIVES AND RECORDS MANAGEMENT DIVISION  
 AND THE  
 BENTON COUNTY COMMISSIONERS

Grant Agreement G-3695 by and between the State of Washington, Office of the Secretary of State, Archives and Records Management Division ("Agency"), and the Benton County Commissioners is amended as follows:

**PAYMENT**

Subject to provisions in the original FY07-09 Grant Agreement and in consideration of the work conducted in Exhibit A, which is attached hereto, the Agency agrees to reimburse the Grantee in an amount not to exceed \$2,400, for a revised total amount not to exceed \$6,600.

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

IN WITNESS WHEREOF, the parties have executed this Amendment.

BENTON COUNTY COMMISSIONERS

OFFICE OF THE SECRETARY OF STATE

~~Loretta Smith Kelly~~ ~~Claude L. Oliver,~~ Date  
~~Deputy County Administrator~~ ~~Chairman~~

Linda Shea Date  
 Financial Services and Support Manager

APPROVE TO FORM:  
 Attorney's General Office

**EXHIBIT A**  
**BENTON COUNTY COMMISSIONERS**

The following table itemizes the budget items submitted in your grant application, with columns A and B reflecting the details of your proposed budget.

Column C indicates the amounts funded in your initial award, which were included in the grant agreement you signed with the Office of the Secretary of State.

Column D indicates the *additional* amounts offered to your agency.

Column E describes the analyses or conditions that apply to the newly funded activities.

By signing the attached Amendment, the total amount in column F will contractually bind you to the grant agreement.

A	B	C	NEW AWARD		F
			D	E	
Budget Item	Amount Requested	Initial Award 09/2007	Additional Funds	Reasoning/Conditions	TOTAL FUNDS AWARDED
Imaging Services	\$4,194	\$4,180	\$0		\$4,180
Boxes	\$20	\$20	\$0		\$20
Personnel	\$2,400	\$0	\$2,400	Temporary help at \$11-12 per hour to inventory records and develop a records management program.	\$2,400
Other	\$378	\$0	\$0		\$0
<b>TOTAL</b>	\$6,992	\$4,200	\$2,400		<b>\$6,600</b>

b

**BENTON COUNTY**  
**STEP INCREASE APPROVAL**  
(Process Merit I-Step on Applicable Form)

1. Name David Sparks SS# 539-70-3219
2. Position County Administrator
3. Department Name Commissioners Department Number 107
4. Present Salary \$ 8864- Grade 27 Step H
5. Date Last Step Increase 6-1-07
6. Proposed Salary \$ 9174 Grade 27 Step I
7. Fund Name Current Exp. Fund Number 0000-101
8. Eligibility Date of Increase 6-1-08
9. Next Scheduled Increase Review Date NA

\_\_\_\_\_  
ELECTED OFFICIAL/DEPARTMENT DIRECTOR

\_\_\_\_ Approved

\_\_\_\_ Rejected. Why? \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PERSONNEL

\_\_\_\_\_  
Process Date

\_\_\_\_\_  
PAYROLL

\_\_\_\_\_  
Process Date

Distribution: Original - Personnel  
Pink - Employee  
Yellow - Payroll  
Goldenrod - Department



# RESOLUTION

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

**IN THE MATTER OF NOTICE OF COMPLETION OF THE PROCUREMENT AND  
INSTALLATION OF PREVIOUSLY OWNED FURNITURE FOR THE OFFICE SPACE AT  
THE BENTON COUNTY HEALTH DISTRICT**

**WHEREAS**, Benton County entered into a contract on February 4, 2008 with Bella's Office Solutions, Inc., Kennewick, WA for the procurement and installation of previously owned furniture for the office spaces at the Benton County Health District, per Resolution 08-201; and

**WHEREAS**, the Facilities Manager determined the project reached completion as of week ending May 23, 2008; **NOW, THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, that the Board accepts the procurement and installation of said furniture located at the Benton County Health District complete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

# RESOLUTION

d

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

**IN THE MATTER OF NOTICE OF COMPLETION OF THE INSTALLATION OF A  
MONITORING SYSTEM AT THE BENTON COUNTY CORONER'S OFFICE,  
KENNEWICK, WA**

**WHEREAS**, Benton County entered into a contract on February 25, 2008 with Sound Solutions, Inc., Kennewick, WA 99336 – Contractors License No. SOUNDS\*090K9 for the installation of a monitoring system located at the Benton County Coroner's Office, per Resolution 08-328; and

**WHEREAS**, the Facilities Manager determined the project reached completion as of May 14, 2008; **NOW, THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, that the Board accepts the installation of the monitoring system located at the Benton County Coroner's Office complete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: June 9, 2008 Subject: Roto-Rooter Blanket Contract Prepared By: Keith Mercer Reviewed By: R. Rogers, L. Smith Kelty	Execute Contract <u>xxx</u> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u>  </u> X Public Hearing 1st Discussion 2nd Discussion Other

**SUMMARY & BACKGROUND INFORMATION**

Per the State Auditors request, a contract should be in place for any work performed for Benton County. Benton County needs professional plumbing services from time to time and it usually is an emergency situation. In order to be in compliance with the State Auditors request, we are seeking blanket contracts for "as needed" plumbing services. This will allow the Facilities Manager to move forward with services without seeking a contract for each job.

**FISCAL IMPACT**

Refer to Exhibit A of the contract for the rate sheet

**MOTION**

# RESOLUTION

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

**IN THE MATTER OF A BLANKET PUBLIC WORKS CONTRACT FOR PLUMBING SERVICES WITH STRAIGHT-FLUSH INC. DOING BUSINESS AS ROTO-ROOTER SEWER SERVICE FOR BENTON COUNTY FACILITIES**

**WHEREAS**, per resolution 08-131, any public works services or materials involving less than \$10,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

**WHEREAS**, Facilities personnel solicits Roto-Rooter for various plumbing projects; and

**WHEREAS**, the Facilities Manager recommends a blanket service agreement with Roto-Rooter, Kennewick, WA to be put in place for "as needed" plumbing services and other miscellaneous services they are qualified to perform throughout Benton County facilities for small projects costing less than \$9,000; and

**WHEREAS**, this blanket contract would allow the Facilities Manager to move forward with services without requiring a contract for each service needed; and

**WHEREAS**, the prices for said services is in accordance to the agreement and Roto-Rooter's price rate attached hereto for an accumulative contract amount not to exceed \$9,000; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards Roto-Rooter the blanket service agreement for "as needed" services throughout Benton County facilities.

**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman to sign the public works contract attached hereto.

**BE IT FURTHER RESOLVED** the term of the attached contract expires on December 31, 2008 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be approved with an amendment to attached contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**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 Straight-Flush Inc., a corporation authorized to do business in the State of Washington, doing business as Roto-Rooter Sewer Service, with its principal offices at RT 4 Box 4000-D, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents

- a. Exhibit A - Contractor's Proposal
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

**2. DURATION OF CONTRACT**

The term of this Contract shall begin when executed by both parties and shall expire on December 31, 2008 with an option to extend the contract term for four (4) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide "as needed" plumbing services for all Benton County locations in accordance with the CONTRACTORS 2008 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be

responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for plumbing services shall be initiated by the COUNTY representative or his designee by way of a telephone call. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to Contractor leaving the work site.

- b. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.
- c. 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.

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:

Larry Lowry  
801 S. Clodfelter Rd.  
Kennewick, WA 99336  
Phone 509-783-7311  
Fax 509-

- b. For COUNTY:

Roy Rogers  
7122 W. Okanogan Pl.  
Kennewick, WA 99336  
Phone 509-222-3710  
Fax 509-736-2708

5. COMPENSATION

The CONTRACTOR shall be paid for plumbing services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed nine thousand dollars and zero cents (\$9,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will not exceed the total approved payable amount.

CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the plumbing services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of all work contemplated by this agreement or at the end of the contract term, whichever comes first, the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

## 6. INVOICING

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, the date of service and shall also reference the work order provided to COUNTY as required in article 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this agreement, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the

services have been performed to the COUNTY's satisfaction. COUNTY shall only be liable to pay for invoiced amounts which are detailed and supported as described in this article. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice. PROVIDED that for each invoiced and approved progress payment, COUNTY shall withhold from the earned portion of that payment (ie excluding sales or other tax) 5% as retainage pursuant to RCW 60.28.010, subject to all further provisions of the remainder of RCW chapter 60.28. Within ten (10) days following the execution of this agreement, CONTRACTOR shall submit written notice stating its election of the method of holding of the moneys retained, pursuant to RCW 60.28.010(2). If such written election is not received, then the COUNTY may choose any of the allowed manners of holding the moneys allowed by RCW 60.28.010(2)(a)-(c)."

7. 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.

8. 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. CONTRACTORS obligations under this Section 8 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.

9. INSURANCE

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

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR shall also procure employer's liability providing coverage up to \$1 million for injuries or disease to its employees.

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

COUNTY, its officers, officials, employees or agents.

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

liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.

- 11) Certificates of insurance shall show the certificate holder as "Benton County" and include "C/O" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- 12) The CONTRACTOR shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that CONTRACTOR is currently paying workers compensation.
- 13) All written notices and notice of cancellation or change of required insurance coverage shall be mailed to the COUNTY at the following address:  
  
Risk Manager  
Benton County Prosecuting Attorney's Office  
7320 W. Quinault Avenue  
Kennewick, WA 99336
- 14) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.

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

#### 10. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and

supplying materials pursuant to this agreement. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement in order for the CONTRACTOR to be considered for "as needed" projects.

#### 11. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.
- b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines, in its sole discretion, that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTY. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

#### 12. COMPLIANCE WITH LAWS AND PREVAILING WAGES

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to

sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor & Industries website, is provided for informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedules contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for contact the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this contract and relevant law to pay prevailing wages.

**13. NONDISCRIMINATION**

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

**14. DISPUTES**

Disputes over the CONTRACTOR's performance shall be promptly addressed in writing by the aggrieved party in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief. Venue for any such judicial proceeding shall be in Benton County, Washington.

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

**16. ENTIRE AGREEMENT**

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

**17. NOTICES**

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

18. SEVERABILITY

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

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

The parties specifically certify that the provisions contained within paragraph 8(b) are mutually negotiated.

BENTON COUNTY

Straight-Flush Inc.

\_\_\_\_\_  
Claude Oliver, Chairman  
Benton County Commissioner

*[Handwritten Signature]* V.P.  
\_\_\_\_\_  
Name:  
Title:

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

Dated: 5-29-08

Approved as to Form:

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

State of Washington  
**DEPARTMENT OF LABOR AND INDUSTRIES**

Prevailing Wage Section - Telephone (360) 902-5335  
 PO Box 44540, Olympia, WA 98504-4540

**Washington State Prevailing Wage Rates For Public Works Contracts**

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits.

On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

**BENTON COUNTY**

Effective 03-03-07

\*\*\*\*\*

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
ASBESTOS ABATEMENT WORKERS				
JOURNEY LEVEL	\$28.01	1M	5D	
BOILERMAKERS				
JOURNEY LEVEL	\$47.47	1C	5N	
BRICK AND MARBLE MASONS				
JOURNEY LEVEL	\$35.37	1M	5A	
CABINET MAKERS (IN SHOP)				
JOURNEY LEVEL	\$8.45	1		
CARPENTERS				
CARPENTER	\$33.43	1B	5A	8N
MILLWRIGHT AND MACHINE ERECTORS	\$34.68	1B	5A	8N
PILEDRIIVER/CARPENTER	\$33.43	1B	5A	8N
PILEDRIIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL	\$33.70	1B	5A	8N
CEMENT MASONS				
JOURNEY LEVEL	\$31.46	1N	5D	
DIVERS & TENDERS				
DIVER	\$70.24	1B	5A	8A
DIVER TENDER	\$37.57	1B	5A	
DIVING MASTER	\$44.30	1B	5A	
SURFACE RCV & ROV OPERATOR	\$37.57	1B	5A	
SURFACE RCV & ROV OPERATOR TENDER	\$35.35	1B	5A	
DREDGE WORKERS				
ASSISTANT ENGINEER	\$42.02	1N	5D	8D
ASSISTANT MATE (DECKHAND)	\$41.51	1N	5D	8D
BOATMEN	\$42.02	1N	5D	8D
ENGINEER WELDER	\$42.07	1N	5D	8D
LEVERMAN, HYDRAULIC	\$43.64	1N	5D	8D
MAINTENANCE	\$41.64	1N	5D	8D
MATES	\$42.02	1N	5D	8D
OILER	\$41.64	1N	5D	8D
DRYWALL TAPERS				
JOURNEY LEVEL	\$29.44	1P	5A	
ELECTRICIANS - INSIDE				
JOURNEY LEVEL	\$44.54	1E	5A	
ELECTRICIANS - POWERLINE CONSTRUCTION				
CABLE SPLICER	\$55.40	4A	5A	
CERTIFIED LINE WELDER	\$49.64	4A	5A	
GROUNDPERSON	\$35.92	4A	5A	
HEAD GROUNDPERSON	\$37.88	4A	5A	
HEAVY LINE EQUIPMENT OPERATOR	\$49.64	4A	5A	
JACKHAMMER OPERATOR	\$37.88	4A	5A	
JOURNEY LEVEL LINEPERSON	\$49.64	4A	5A	
LINE EQUIPMENT OPERATOR	\$42.26	4A	5A	
POLE SPRAYER	\$49.64	4A	5A	
POWDERPERSON	\$37.88	4A	5A	
ELECTRONIC TECHNICIANS				
ELECTRONIC TECHNICIANS JOURNEY LEVEL	\$11.00	1		
ELEVATOR CONSTRUCTORS				
MECHANIC	\$57.88	4A	6Q	
MECHANIC IN CHARGE	\$63.45	4A	6Q	
FENCE ERECTORS				
FENCE ERECTOR	\$16.57	1		

# BENTON COUNTY

Effective 03-03-07

\*\*\*\*\*

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
FLAGGERS				
JOURNEY LEVEL				
GLAZIERS	\$25.91	1M	5D	
JOURNEY LEVEL				
HEAT & FROST INSULATORS AND ASBESTOS WORKERS	\$24.04	1K	5A	
MECHANIC				
HOD CARRIERS & MASON TENDERS	\$39.30	1U	5C	
JOURNEY LEVEL				
INSULATION APPLICATORS	\$29.80	1M	5D	
JOURNEY LEVEL				
IRONWORKERS	\$15.87	1		
JOURNEY LEVEL				
LABORERS	\$42.55	1O	5A	
ASPHALT RAKER	\$28.55	1M	5D	
ASPHALT ROLLER, WALKING	\$28.28	1M	5D	
BRUSH HOG FEEDER	\$28.01	1M	5D	
BRUSH MACHINE	\$28.55	1M	5D	
CARPENTER TENDER	\$28.01	1M	5D	
CASSION WORKER	\$28.55	1M	5D	
CEMENT FINISHER TENDER	\$28.28	1M	5D	
CEMENT HANDLER	\$28.01	1M	5D	
CHAIN SAW OPERATOR AND FALLER	\$28.55	1M	5D	
CLEAN-UP LABORER	\$28.01	1M	5D	
CONCRETE CREWMAN	\$28.01	1M	5D	
CONCRETE SAW, WALKING	\$28.28	1M	5D	
CONCRETE SIGNALMAN	\$28.01	1M	5D	
CONCRETE STACK	\$28.55	1M	5D	
CRUSHER FEEDER	\$28.01	1M	5D	
DEMOLITION	\$28.01	1M	5D	
DEMOLITION TORCH	\$28.28	1M	5D	
DOPE POT FIREMAN	\$28.28	1M	5D	
DRILL HELPER, WHEN REQUIRED TO MOVE AND POSITON	\$28.28	1M	5D	
DRILL WITH DUAL MASTS	\$28.83	1M	5D	
DRILL, AIR TRACT	\$28.55	1M	5D	
DRILLS, WAGON	\$28.28	1M	5D	
DUMPMAN	\$28.01	1M	5D	
EROSION CONTROL WORKER	\$28.01	1M	5D	
FINAL DETAIL CLEANUP (i.e., dusting, vacuuming, window cleaning; NOT construction debris cleanup)	\$25.91	1M	5D	
FIRE WATCH	\$28.01	1M	5D	
FORM CLEANING MACHINE FEEDER, STACKER	\$28.01	1M	5D	
FORM SETTER, PAVING	\$28.28	1M	5D	
GENERAL LABORER	\$28.01	1M	5D	
GRADE CHECKER USING LEVEL, OPTIONAL	\$28.28	1M	5D	
GROUT MACHINE HEADER TENDER	\$28.01	1M	5D	
GUARDRAIL ERECTOR	\$28.01	1M	5D	
GUNITE NOZZLEMAN	\$28.55	1M	5D	
HAZARDOUS WASTE WORKER LEVEL A	\$28.83	1M	5D	
HAZARDOUS WASTE WORKER LEVEL B	\$28.55	1M	5D	
HAZARDOUS WASTE WORKER LEVEL C	\$28.28	1M	5D	
HAZARDOUS WASTE WORKER LEVEL D	\$28.01	1M	5D	
HIGH SCALER	\$28.55	1M	5D	
JACKHAMMER	\$28.28	1M	5D	
LASER BEAM OPERATOR	\$28.55	1M	5D	
MINER, CLASS "A"	\$28.01	1M	5D	
MINER, CLASS "B"	\$28.28	1M	5D	
MINER, CLASS "C"	\$28.55	1M	5D	
MINER, CLASS "D"	\$28.83	1M	5D	

# BENTON COUNTY

Effective 03-03-07

\*\*\*\*\*

(See Benefit Code Key)

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>Over</u>		
		<u>Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
MONITOR OPERATOR, AIR TRACK, OR SIMILAR	\$28.55	1M	5D	
MORTAR MIXER	\$28.55	1M	5D	
NIPPER	\$28.01	1M	5D	
NOZZLEMAN, TO INCLUDE JET BLASTING	\$28.55	1M	5D	
NOZZLEMAN, TO INCLUDE SQUEEZE AND FLOW-CRETE	\$28.28	1M	5D	
NOZZLEMAN, WATER, AIR OR STEAM	\$28.28	1M	5D	
PAVEMENT BREAKER, 90 LBS & OVER	\$28.55	1M	5D	
PAVEMENT BREAKER, UNDER 90 LBS	\$28.28	1M	5D	
PIPE, WATER LINER	\$28.28	1M	5D	
PIPELAYER, CORRUGATED METAL CULVERT	\$28.28	1M	5D	
PIPELAYER, MULTI PLATE	\$28.28	1M	5D	
PIPELAYER, TO INCLUDE WORKING TOPMAN	\$28.55	1M	5D	
PIPEWRAPPER	\$28.55	1M	5D	
PLASTERER TENDER	\$28.55	1M	5D	
POT TENDER	\$28.28	1M	5D	
POWDERMAN	\$30.20	1M	5D	
POWDERMAN HELPER	\$28.28	1M	5D	
POWER BUGGY OPERATOR	\$28.28	1M	5D	
POWER TOOL OPERATOR (GAS, ELECTRIC OR PNEUMATIC)	\$28.28	1M	5D	
RAILROAD POWER SPIKER OR PULLER, DUAL MOBILE	\$28.28	1M	5D	
RIPRAP PERSON	\$28.01	1M	5D	
RODDER & SPREADER	\$28.28	1M	5D	
SCAFFOLD ERECTOR, WOOD OR STEEL	\$28.01	1M	5D	
STAKE JUMPER	\$28.01	1M	5D	
STRUCTURAL MOVER	\$28.01	1M	5D	
TAILHOSEMAN, SANDBLAST	\$28.01	1M	5D	
TAILHOSEMAN, WATER NOZZLE	\$28.01	1M	5D	
TAMPER	\$28.28	1M	5D	
TIMBER BUCKER & FALLER (BY HAND)	\$28.01	1M	5D	
TRACK LABORER	\$28.01	1M	5D	
TRENCHER, SHAWNEE	\$28.28	1M	5D	
TRUCK LOADER	\$28.01	1M	5D	
TUGGER OPERATOR	\$28.28	1M	5D	
VIBRATOR	\$28.55	1M	5D	
WELDER (ELECTRIC, MANUAL OR AUTOMATIC)	\$28.83	1M	5D	
WELL-POINT MAN	\$28.01	1M	5D	
WHEELBARROW, POWER DRIVEN	\$28.28	1M	5D	
LANDSCAPE CONSTRUCTION				
IRRIGATION OR LAWN SPRINKLER INSTALLERS	\$7.93	1		
LANDSCAPE EQUIPMENT OPERATORS OR TRUCK DRIVERS	\$8.12	1		
LANDSCAPING OR PLANTING LABORERS	\$7.93	1		
LATHERS				
JOURNEY LEVEL	\$32.76	1B	5A	8N
PAINTERS				
JOURNEY LEVEL	\$26.97	1W	5A	
PLASTERERS				
JOURNEY LEVEL	\$32.04	1N	5D	
PLUMBERS & PIPEFITTERS				
JOURNEY LEVEL	\$51.65	1Q	5A	
POWER EQUIPMENT OPERATORS				
A-FRAME TRUCK (2 OR MORE DRUMS)	\$31.84	1M	5D	8D
A-FRAME TRUCK (SINGLE DRUM)	\$31.23	1M	5D	8D
ASPHALT PLANT OPERATOR	\$32.44	1M	5D	8D
ASSISTANT PLANT FIREMAN OR PUGMIXER	\$31.23	1M	5D	8D
ASSISTANT REFRIGERATION PLANT & CHILLER (OVER 1000 TONS)	\$31.84	1M	5D	8D
ASSISTANT REFRIGERATION PLANT (UNDER 1000 TON)	\$31.23	1M	5D	8D
AUTOMATIC SUBGRADER (DITCHES & TRIMMERS)	\$32.44	1M	5D	8D
BACKFILLERS (CLEVELAND & SIMILAR)	\$31.84	1M	5D	8D

# BENTON COUNTY

Effective 03-03-07

\*\*\*\*\*

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
BACKHOE & HOE RAM ( UNDER 3/4 YARD)	\$32.16	1M	5D	8D
BACKHOE & HOE RAM (3/4 - 3 YD)	\$32.44	1M	5D	8D
BACKHOE (45,000 GW & UNDER)	\$32.16	1M	5D	8D
BACKHOE (45,000 GW TO 110,000 GW)	\$32.44	1M	5D	8D
BACKHOE (OVER 110,000 GW)	\$32.71	1M	5D	8D
BACKHOE, (3 YD & OVER)	\$32.71	1M	5D	8D
BATCH & WET MIX (MULTIPLE UNITS)	\$32.44	1M	5D	8D
BATCH PLANT & WET MIX (SINGLE UNIT)	\$31.84	1M	5D	8D
BATCH PLANT (OVER 4 UNITS)	\$32.44	1M	5D	8D
BELT FINISHING MACHINE	\$31.23	1M	5D	8D
BELT-CRETE CONVEYORS WITH POWER PACK	\$31.84	1M	5D	8D
BENDING MACHINE	\$31.84	1M	5D	8D
BIT GRINDERS	\$30.91	1M	5D	8D
BLADE (FINISH & BLUETOP) (AUTOMATIC, CMI, ABC)	\$32.71	1M	5D	8D
BLADE (FINISH ATHEY & HUBER)	\$32.71	1M	5D	8D
BLADE (MOTOR PATROL & ATTACHMENTS)	\$32.44	1M	5D	8D
BLOWER OPERATOR (CEMENT)	\$31.23	1M	5D	8D
BOAT OPERATORS	\$30.36	1M	5D	8D
BOBCAT (SKID STEER)	\$31.84	1M	5D	8D
BOLT THREADING MACHINE	\$30.91	1M	5D	8D
BOOM CATS (SIDE)	\$32.44	1M	5D	8D
BORING MACHINE (EARTH)	\$31.84	1M	5D	8D
BORING MACHINE (ROCK)	\$31.84	1M	5D	8D
BUMP CUTTER (WAYNE, SAGINAU OR SIMILAR)	\$31.84	1M	5D	8D
CABLEWAY CONTROLLER (DISPATCHER )	\$32.44	1M	5D	8D
CABLEWAY OPERATORS	\$32.71	1M	5D	8D
CANAL LINING MACHINE (CONCRETE)	\$31.84	1M	5D	8D
CARRYDECK & BOOM TRUCK	\$32.16	1M	5D	8D
CEMENT HOG	\$31.23	1M	5D	8D
CHIPPER (WITHOUT CRANE)	\$31.84	1M	5D	8D
CLEANING & DOPING MACHINE (PIPELINE)	\$31.84	1M	5D	8D
COMPACTOR, SELF PROPELLED WITH BLADE	\$32.44	1M	5D	8D
COMPRESSORS (OVER 2000 CFM, 2 OR MORE)	\$31.23	1M	5D	8D
COMPRESSORS (UNDER 2000 CFM, GAS, DIESEL)	\$30.91	1M	5D	8D
CONCRETE CLEANING/DECONTAMINATION MACHINE OPERATOR	\$32.71	1M	5D	8D
CONCRETE PUMP BOOM TRUCK	\$32.44	1M	5D	8D
CONCRETE PUMPS (SQUEEZE-CRETE, FLOW-CRETE)	\$32.00	1M	5D	8D
CONCRETE SAW (MULTIPLE CUT)	\$31.23	1M	5D	8D
CONCRETE SLIP FORM PAVER	\$32.44	1M	5D	8D
CRANES, 25 TON & UNDER	\$32.16	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$32.44	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$32.74	1M	5D	8D
CRANES, OVER 25 TON, TO & INCLUDING 45 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$33.04	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$32.71	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$33.01	1M	5D	8D
CRANES, OVER 45 TON, TO & INCLUDING 85 TON, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER 250' BOOM)	\$33.31	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE	\$33.81	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (180' TO 250' BOOM)	\$34.11	1M	5D	8D
CRANES, 85 TON & OVER AND ALL CLIMBING, OVERHEAD, RAIL & TOWER, ALL ATTACHMENTS INCL. CLAMSHELL AND DRAGLINE (OVER	\$34.41	1M	5D	8D

# BENTON COUNTY

Effective 03-03-07

\*\*\*\*\*

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
250' BOOM)				
CRUSHER FEEDERMAN	\$30.36	1M	5D	8D
CRUSHER, GRIZZLE & SCREENING PLANT	\$32.44	1M	5D	8D
DECK ENGINEER	\$31.84	1M	5D	8D
DECK HAND	\$30.91	1M	5D	8D
DERRICKS & STIFFLEGS ( UNDER 65 TON)	\$32.16	1M	5D	8D
DERRICKS & STIFFLEGS (65 TON & OVER)	\$32.71	1M	5D	8D
DISTRIBUTOR LEVERMAN	\$31.23	1M	5D	8D
DITCH WITCH OR SIMILAR	\$31.23	1M	5D	8D
DOPE POTS (POWER AGITATED)	\$31.23	1M	5D	8D
DOZER, 834 R/T & SIMILAR	\$32.44	1M	5D	8D
DOZER, MULTIPLE UNITS WITH SINGLE BLADE	\$32.44	1M	5D	8D
DRILL DOCTOR	\$32.44	1M	5D	8D
DRILLERS HELPER	\$30.91	1M	5D	8D
DRILLING EQUIPMENT (8 INCH BIT & OVER)	\$32.16	1M	5D	8D
DRILLS (CHURN, CORE, CALYX OR DIAMOND)	\$32.00	1M	5D	8D
ELEVATING BELT (HOLLAND TYPE)	\$32.71	1M	5D	8D
ELEVATOR HOISTING MATERIALS	\$31.23	1M	5D	8D
EQUIPMENT SERVICEMAN, GREASER AND OILER	\$32.00	1M	5D	8D
FIREMAN & HEATER TENDER	\$30.91	1M	5D	8D
FORK LIFT OR LUMBER STACKER, HYDRA-LIFT	\$31.23	1M	5D	8D
GENERATOR PLANT ENGINEERS (DIESEL, ELECTRIC)	\$31.84	1M	5D	8D
GIN TRUCKS (PIPELINE)	\$31.23	1M	5D	8D
GRADE CHECKER	\$30.91	1M	5D	8D
GUNITE COMBINATION MIXER & COMPRESSOR	\$31.84	1M	5D	8D
H.D. MECHANIC	\$32.44	1M	5D	8D
H.D. WELDER	\$32.44	1M	5D	8D
HEAVY EQUIPMENT ROBOTICS OPERATOR	\$32.71	1M	5D	8D
HELICOPTER PILOT	\$33.81	1M	5D	8D
HELPER, OF H.D. MECHANIC & H.D. WELDER	\$30.36	1M	5D	8D
HOE RAM	\$32.16	1M	5D	8D
HOIST (2 OR MORE DRUMS OR TOWER HOIST)	\$32.00	1M	5D	8D
HOIST (SINGLE-DRUM)	\$31.23	1M	5D	8D
HYDRO SEEDER, MULCHER, NOZZLEMAN	\$30.91	1M	5D	8D
LOADER (360 DEGREES REVOLVING KOEHRING)	\$32.71	1M	5D	8D
LOADER, BELT (KOCAL OR SIMILAR)	\$31.84	1M	5D	8D
LOADER, ELEVATING BELT-TYPE (EUCLID, BARBER)	\$31.84	1M	5D	8D
LOADER, ELEVATING GRADER TYPE (DUMOR, ADAMS)	\$31.84	1M	5D	8D
LOADERS (BUCKET, ELEVATOR & CONVEYORS)	\$31.23	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END ( UNDER 4 YD)	\$32.00	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END ( 4 - 8 YD)	\$32.44	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END ( 8 - 10 YD)	\$32.71	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (10 YD & OVER)	\$33.81	1M	5D	8D
LOCOMOTIVE ENGINEER	\$31.84	1M	5D	8D
LONGITUDINAL FLOAT	\$31.23	1M	5D	8D
MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN	\$32.71	1M	5D	8D
MIXER (PORTABLE-CONCRETE)	\$31.23	1M	5D	8D
MIXERMOBILE	\$31.84	1M	5D	8D
MUCKING MACHINE	\$31.84	1M	5D	8D
OILER	\$30.36	1M	5D	8D
OILER DRIVER & CABLE TENDER, MUCKING MACHINE	\$30.91	1M	5D	8D
PAVE OR CURB EXTRUDER ASPHALT & CONCRETE	\$32.00	1M	5D	8D
PAVEMENT BREAKER, HYDRAHAMMER & SIMILAR	\$31.23	1M	5D	8D
PAVING (DUAL DRUM)	\$32.16	1M	5D	8D
PAVING MACHINE (ASPHALT OR CONCRETE)	\$32.44	1M	5D	8D
PILEDIVING ENGINEERS	\$32.16	1M	5D	8D
POSTHOLE AUGER OR PUNCH	\$31.84	1M	5D	8D
POWER BROOM	\$31.23	1M	5D	8D

# BENTON COUNTY

Effective 03-03-07

\*\*\*\*\*

<u>Classification</u>	<u>PREVAILING WAGE</u>	(See Benefit Code Key)		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
PROBE TENDER (ROTO-MILL)	\$31.23	1M	5D	8D
PUMP (GROUT OR JET)	\$31.84	1M	5D	8D
PUMP OPERATOR (WATER)	\$30.91	1M	5D	8D
QUAD-TRACK OR SIMILAR EQUIPMENT	\$32.44	1M	5D	8D
RAILROAD BALLAST REGULATION SELF-PROPELLED	\$31.23	1M	5D	8D
RAILROAD POWER TAMPER (SELF-PROPELLED)	\$31.23	1M	5D	8D
RAILROAD POWER TAMPER JACK (SELF-PROPELLED)	\$31.23	1M	5D	8D
RAILROAD TRACK LINER OPERATOR (SELF-PROPELLED)	\$32.16	1M	5D	8D
REFRIGERATION PLANT ENGINEER (1000 TONS & OVER)	\$32.16	1M	5D	8D
REFRIGERATION PLANT ENGINEERS (UNDER 1000 TONS)	\$32.00	1M	5D	8D
ROLLER OPERATOR (FINISHING PAVEMENT)	\$32.44	1M	5D	8D
ROLLERS, ALL TYPES ON SUBGRADE (FARM TYPE)	\$30.91	1M	5D	8D
ROTO-MILL PAVEMENT PROFILER	\$32.44	1M	5D	8D
SCRAPER, BAGLEY OR STATIONARY	\$31.23	1M	5D	8D
SCRAPERS, ALL, RUBBER-TIRED	\$32.44	1M	5D	8D
SCRAPERS, RUBBER-TIRED (MULTI-ENGINE WITH 3 OR MORE SCRAPERS)	\$32.71	1M	5D	8D
SCREED OPERATOR	\$32.44	1M	5D	8D
SHOVELS, (3 YD & OVER)	\$32.71	1M	5D	8D
SHOVELS, (UNDER 3 YD)	\$32.44	1M	5D	8D
SIGNALMEN (WHIRLEYS, HIGHLINE, HAMMERHEADS)	\$32.16	1M	5D	8D
SKIDDER, RUBBER-TIRED (R/T, WITH OR WITHOUT ATTACHMENTS)	\$32.00	1M	5D	8D
SOIL STABILIZER (P & H OR SIMILAR)	\$31.84	1M	5D	8D
SPRAY CURING MACHINE-CONCRETE	\$31.23	1M	5D	8D
SPREADER BOX (SELF-PROPELLED)	\$31.23	1M	5D	8D
SPREADER MACHINE	\$31.84	1M	5D	8D
STEAM CLEANER	\$30.36	1M	5D	8D
STRADDLE BUGGY (ROSS & SIMILAR)	\$31.23	1M	5D	8D
SURFACE HEATER & PLANNER MACHINE	\$32.00	1M	5D	8D
TRACTOR, FARM-TYPE R/T WITH ATTACHMENTS	\$31.23	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & OVER	\$32.44	1M	5D	8D
TRACTOR, TO D-6 OR EQUIVALENT & TRAXCAVATOR	\$31.84	1M	5D	8D
TRAVERSE FINISHING MACHINE	\$31.84	1M	5D	8D
TRENCHING MACHINES (7 FT DEPTH & OVER)	\$32.44	1M	5D	8D
TRENCHING MACHINES (UNDER 7 FT DEPTH)	\$32.00	1M	5D	8D
TUG BOAT OPERATOR	\$32.44	1M	5D	8D
TUGGER OPERATOR	\$31.23	1M	5D	8D
TURNHEAD (WITH RE-SCREENING)	\$32.00	1M	5D	8D
TURNHEAD OPERATOR	\$31.84	1M	5D	8D
ULTRA HIGH PRESSURE WATERJET CUTTING TOOL SYSTEM OPERATOR (30,000 PSI)	\$32.71	1M	5D	8D
VACTOR GUZZLER, SUPER SUCKER	\$32.44	1M	5D	8D
VACUUM BLASTING MACHINE OPERATOR	\$32.71	1M	5D	8D
VACUUM DRILL (REVERSE CIRCULATION DRILL)	\$32.00	1M	5D	8D
WELDING MACHINES	\$30.91	1M	5D	8D
WHIRLEYS & HAMMERHEADS, ALL	\$32.71	1M	5D	8D
POWER LINE CLEARANCE TREE TRIMMERS				
JOURNEY LEVEL IN CHARGE	\$35.62	4A	5A	
SPRAY PERSON	\$33.82	4A	5A	
TREE EQUIPMENT OPERATOR	\$34.27	4A	5A	
TREE TRIMMER	\$31.88	4A	5A	
TREE TRIMMER GROUNDPERSON	\$24.03	4A	5A	
REFRIGERATION & AIR CONDITIONING MECHANICS				
MECHANIC	\$31.16	1		
ROOFERS				
JOURNEY LEVEL	\$29.75	2P	5I	
USING IRRITABLE BITUMINOUS MATERIALS	\$32.75	2P	5I	
SHEET METAL WORKERS				

# BENTON COUNTY

Effective 03-03-07

\*\*\*\*\*

<u>Classification</u>	<u>PREVAILING WAGE</u>	<u>(See Benefit Code Key)</u>		
		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
JOURNEY LEVEL (FIELD OR SHOP) SOFT FLOOR LAYERS	\$40.51	1B	5A	
JOURNEY LEVEL SOLAR CONTROLS FOR WINDOWS	\$23.11	1N	5A	
JOURNEY LEVEL SPRINKLER FITTERS (FIRE PROTECTION)	\$7.93	1		
JOURNEY LEVEL SURVEYORS	\$41.70	1R	5Q	
CHAIN PERSON	\$9.25	1		
INSTRUMENT PERSON	\$12.05	1		
PARTY CHIEF	\$15.05	1		
TELECOMMUNICATION TECHNICIANS TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL	\$17.39	1		
TELEPHONE LINE CONSTRUCTION - OUTSIDE CABLE SPLICER	\$29.89	2B	5A	
HOLE DIGGER/GROUND PERSON	\$16.81	2B	5A	
INSTALLER (REPAIRER)	\$28.68	2B	5A	
JOURNEY LEVEL TELEPHONE LINEPERSON	\$27.82	2B	5A	
SPECIAL APPARATUS INSTALLER I	\$29.89	2B	5A	
SPECIAL APPARATUS INSTALLER II	\$29.30	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (HEAVY)	\$29.89	2B	5A	
TELEPHONE EQUIPMENT OPERATOR (LIGHT)	\$27.82	2B	5A	
TELEVISION GROUND PERSON	\$15.96	2B	5A	
TELEVISION LINEPERSON/INSTALLER	\$21.17	2B	5A	
TELEVISION SYSTEM TECHNICIAN	\$25.15	2B	5A	
TELEVISION TECHNICIAN	\$22.64	2B	5A	
TREE TRIMMER	\$27.82	2B	5A	
TERRAZZO WORKERS & TILE SETTERS JOURNEY LEVEL	\$27.57	2M	5A	
TILE, MARBLE & TERRAZZO FINISHERS FINISHER	\$23.62	2M	5A	
TRAFFIC CONTROL STRIPERS JOURNEY LEVEL	\$27.67	1		
TRUCK DRIVERS ASPHALT MIX ( TO 20 YARDS)	\$32.08	1N	5D	8M
ASPHALT MIX (OVER 20 YARDS)	\$32.25	1N	5D	8M
DUMP TRUCK	\$32.08	1N	5D	8M
DUMP TRUCK & TRAILER	\$32.25	1N	5D	8M
OTHER TRUCKS	\$31.97	1N	5D	8M
TRANSIT MIXER	\$33.01	2H	6I	
WELL DRILLERS & IRRIGATION PUMP INSTALLERS IRRIGATION PUMP INSTALLER	\$11.15	1		
OILER	\$9.20	1		
WELL DRILLER	\$17.68	1		

PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007

Stage of Progression & Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<b><u>ASBESTOS ABATEMENT WORKERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 60.00%	\$19.69	1M	5D	
2 1001-2000 HOURS 70.00%	\$21.77	1M	5D	
3 2001-3000 HOURS 80.00%	\$23.85	1M	5D	
4 3001-4000 HOURS 90.00%	\$25.93	1M	5D	
<b><u>BOILERMAKERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 70.00%	\$38.86	1C	5N	
2 1001-2000 HOURS 75.00%	\$40.30	1C	5N	
3 2001-3000 HOURS 80.00%	\$41.73	1C	5N	
4 3001-4000 HOURS 85.00%	\$43.17	1C	5N	
5 4001-5000 HOURS 90.00%	\$44.60	1C	5N	
6 5001-6000 HOURS 95.00%	\$46.04	1C	5N	
<b><u>BRICK AND MARBLE MASONS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-0700 HOURS 40.00%	\$15.78	1M	5A	
2 0701-2100 HOURS 55.00%	\$23.89	1M	5A	
3 2101-2800 HOURS 60.00%	\$25.17	1M	5A	
4 2801-3500 HOURS 70.00%	\$27.72	1M	5A	
5 3501-4200 HOURS 80.00%	\$30.27	1M	5A	
6 4201-5000 HOURS 90.00%	\$32.82	1M	5A	
<b><u>CARPENTERS</u></b>				
<b><u>CARPENTER</u></b>				
1 0000-0500 HOURS 60.00%	\$20.21	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.45	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$22.70	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$27.20	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$28.44	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$29.69	1B	5A	8N
7 3801-4500 HOURS 90.00%	\$30.94	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.18	1B	5A	8N
<b><u>MILLWRIGHT AND MACHINE ERECTORS</u></b>				
1 1st Period 70.00%	\$23.58	1B	5A	8N
2 2nd Period 75.00%	\$28.14	1B	5A	8N
3 3rd Period 80.00%	\$29.44	1B	5A	8N
4 4th Period 85.00%	\$30.75	1B	5A	8N
<b><u>PILEDRIIVER/CARPENTER</u></b>				
1 0000-0500 HOURS 60.00%	\$20.21	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.45	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$22.70	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$27.20	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$28.44	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$29.69	1B	5A	8N

PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
7 3801-4500 HOURS 90.00%	\$30.94	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.18	1B	5A	8N
<u>PILED RIVER/DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING, OR CREOSOTE TREATED MATERIAL ON ALL PILING</u>				
1 0000-0500 HOURS 60.00%	\$20.37	1B	5A	8N
2 0501-1000 HOURS 65.00%	\$21.63	1B	5A	8N
3 1001-1700 HOURS 70.00%	\$22.89	1B	5A	8N
4 1701-2400 HOURS 75.00%	\$27.40	1B	5A	8N
5 2401-3100 HOURS 80.00%	\$28.66	1B	5A	8N
6 3101-3800 HOURS 85.00%	\$29.92	1B	5A	8N
7 3801-4500 HOURS 90.00%	\$31.18	1B	5A	8N
8 4501-5200 HOURS 95.00%	\$32.44	1B	5A	8N
<u>CEMENT MASONS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 60.00%	\$21.99	1N	5D	
2 1001-2000 HOURS 70.00%	\$24.36	1N	5D	
3 2001-3000 HOURS 80.00%	\$26.72	1N	5D	
4 3001-4000 HOURS 90.00%	\$29.09	1N	5D	
<u>DRYWALL TAPERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-0750 HOURS 50.00%	\$15.30	1P	5A	
2 0751-1500 HOURS 55.00%	\$16.37	1P	5A	
3 1501-2250 HOURS 65.00%	\$20.22	1P	5A	
4 2251-3000 HOURS 75.00%	\$22.36	1P	5A	
5 3001-3750 HOURS 85.00%	\$26.22	1P	5A	
6 3751-4500 HOURS 90.00%	\$27.29	1P	5A	
<u>ELECTRICIANS - INSIDE</u>				
<u>JOURNEY LEVEL</u>				
APPRENTICES INDENTURED AFTER JUNE 1, 1999				
1 0000-1000 HOURS 45.00%	\$20.30	1E	5A	
2 1001-2000 HOURS 50.00%	\$21.85	1E	5A	
3 2001-3500 HOURS 55.00%	\$27.64	1E	5A	
4 3501-5000 HOURS 70.00%	\$33.28	1E	5A	
5 5001-6500 HOURS 80.00%	\$37.03	1E	5A	
6 6501-8000 HOURS 90.00%	\$40.79	1E	5A	
7 7th Period 95.00%	\$42.66	1E	5A	
4 3501-5000 HOURS 65.00%	\$31.40	1E	5A	
5 5001-6500 HOURS 75.00%	\$35.15	1E	5A	
6 6501-8000 HOURS 85.00%	\$38.91	1E	5A	
<u>ELECTRICIANS - POWERLINE CONSTRUCTION</u>				
<u>JOURNEY LEVEL LINEPERSON</u>				
1 0000-1000 HOURS 60.00%	\$32.03	4A	5A	
2 1001-2000 HOURS 63.00%	\$33.20	4A	5A	
3 2001-3000 HOURS 67.00%	\$34.76	4A	5A	
4 3001-4000 HOURS 72.00%	\$36.71	4A	5A	

PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
5 4001-5000 HOURS 78.00%	\$39.05	4A		5A
6 5001-6000 HOURS 86.00%	\$42.17	4A		5A
7 6001-7000 HOURS 90.00%	\$43.73	4A		5A
<u>POLE SPRAYER</u>				
1 0000-1000 HOURS 85.70%	\$42.06	4A		5A
2 1001-2000 HOURS 89.80%	\$43.66	4A		5A
3 2001-3000 HOURS 92.80%	\$44.83	4A		5A
<u>ELEVATOR CONSTRUCTORS</u>				
<u>MECHANIC</u>				
1 0000-1000 HOURS 50.00%	\$20.69	4A		6Q
2 1001-1700 HOURS 55.00%	\$37.36	4A		6Q
3 1701-3400 HOURS 65.00%	\$41.76	4A		6Q
4 3401-5100 HOURS 70.00%	\$44.55	4A		6Q
5 5101-6800 HOURS 80.00%	\$48.97	4A		6Q
<u>ELECTRONIC TECHNICIANS</u>				
<u>ELECTRONIC TECHNICIANS JOURNEY LEVEL</u>				
1 0000-1000 HOURS 45.00%	\$7.93	1		
2 1001-2000 HOURS 50.00%	\$7.93	1		
3 2001-3500 HOURS 55.00%	\$7.93	1		
4 3501-5000 HOURS 65.00%	\$7.93	1		
5 5001-6500 HOURS 75.00%	\$8.25	1		
6 6501-8000 HOURS 85.00%	\$9.35	1		
<u>TELECOMMUNICATION TECHNICIANS</u>				
<u>TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL</u>				
1 0000-1000 HOURS 45.00%	\$7.93	1		
2 1001-2000 HOURS 50.00%	\$8.70	1		
3 2001-3500 HOURS 55.00%	\$9.56	1		
4 3501-5000 HOURS 65.00%	\$11.30	1		
5 5001-6500 HOURS 75.00%	\$13.04	1		
6 6501-8000 HOURS 85.00%	\$14.78	1		
<u>GLAZIERS</u>				
<u>JOURNEY LEVEL</u>				
1 0000-1000 HOURS 55.00%	\$9.89	1K		5A
2 1001-2000 HOURS 60.00%	\$15.33	1K		5A
3 2001-3000 HOURS 65.00%	\$17.22	1K		5A
4 3001-4000 HOURS 70.00%	\$18.11	1K		5A
5 4001-5000 HOURS 80.00%	\$19.89	1K		5A
6 5001-6000 HOURS 90.00%	\$21.66	1K		5A
<u>HEAT &amp; FROST INSULATORS AND ASBESTOS WORKERS</u>				
<u>MECHANIC</u>				
1 0000-1600 HOURS 60.00%	\$28.40	1U		5C
2 1601-3200 HOURS 70.00%	\$31.13	1U		5C
3 3201-4800 HOURS 80.00%	\$33.85	1U		5C
4 4801-6400 HOURS 90.00%	\$36.58	1U		5C

PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<b><u>HOD CARRIERS &amp; MASON TENDERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 60.00%				
2 1001-2000 HOURS 70.00%	\$20.76	1M	5D	
3 2001-3000 HOURS 80.00%	\$23.02	1M	5D	
4 3001-4000 HOURS 90.00%	\$25.28	1M	5D	
	\$27.54	1M	5D	
<b><u>INSULATION APPLICATORS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 50.00%				
2 1001-2000 HOURS 60.00%	\$7.94	1		
3 2001-3000 HOURS 75.00%	\$9.52	1		
4 3001-4000 HOURS 90.00%	\$11.90	1		
	\$14.28	1		
<b><u>IRONWORKERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-0750 HOURS 65.00%				
2 0751-1500 HOURS 70.00%	\$25.07	1O	5A	
3 1501-2250 HOURS 75.00%	\$26.46	1O	5A	
4 2251-3000 HOURS 80.00%	\$35.60	1O	5A	
5 3001-3750 HOURS 90.00%	\$36.99	1O	5A	
6 3751-4500 HOURS 90.00%	\$39.77	1O	5A	
7 4501-5250 HOURS 95.00%	\$39.77	1O	5A	
8 5251-6000 HOURS 95.00%	\$41.16	1O	5A	
	\$41.16	1O	5A	
<b><u>LABORERS</u></b>				
<b><u>GENERAL LABORER</u></b>				
1 0000-1000 HOURS 60.00%				
2 1001-2000 HOURS 70.00%	\$19.69	1M	5D	
3 2001-3000 HOURS 80.00%	\$21.77	1M	5D	
4 3001-4000 HOURS 90.00%	\$23.85	1M	5D	
	\$25.93	1M	5D	
<b><u>LABORERS - UNDERGROUND SEWER &amp; WATER</u></b>				
<b><u>GENERAL LABORER</u></b>				
1 0000-1000 HOURS 60.00%				
2 1001-2000 HOURS 70.00%	\$19.69	1M	5D	
3 2001-3000 HOURS 80.00%	\$21.77	1M	5D	
4 3001-4000 HOURS 90.00%	\$23.85	1M	5D	
	\$25.93	1M	5D	
<b><u>LATHERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-0500 HOURS 60.00%				
2 0501-1000 HOURS 65.00%	\$19.81	1B	5A	8N
3 1001-2000 HOURS 70.00%	\$21.02	1B	5A	8N
4 2001-3000 HOURS 75.00%	\$22.23	1B	5A	8N
5 3001-4000 HOURS 80.00%	\$26.70	1B	5A	8N
6 4001-5000 HOURS 85.00%	\$27.91	1B	5A	8N
7 5001-6000 HOURS 90.00%	\$29.12	1B	5A	8N
8 6001-8000 HOURS 95.00%	\$30.33	1B	5A	8N
	\$31.55	1B	5A	8N

PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
<b><u>PAINTERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-0750 HOURS 55.00%	\$15.87	1W	5A	
2 0751-1500 HOURS 65.00%	\$18.91	1W	5A	
3 1501-2250 HOURS 75.00%	\$20.92	1W	5A	
4 2251-3000 HOURS 80.00%	\$22.95	1W	5A	
5 3001-3750 HOURS 85.00%	\$23.96	1W	5A	
6 3751-4500 HOURS 95.00%	\$25.97	1W	5A	
<b><u>PLASTERERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 1st Period 60.00%	\$21.50	1N	5D	
2 2nd Period 70.00%	\$23.78	1N	5D	
3 3rd Period 80.00%	\$26.07	1N	5D	
4 4th Period 90.00%	\$28.35	1N	5D	
<b><u>PLUMBERS &amp; PIPEFITTERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 45.00%	\$33.40	1Q	5A	
2 1001-2000 HOURS 50.00%	\$35.06	1Q	5A	
3 2001-3000 HOURS 55.00%	\$36.72	1Q	5A	
4 3001-4000 HOURS 60.00%	\$38.37	1Q	5A	
5 4001-5000 HOURS 65.00%	\$40.04	1Q	5A	
6 5001-6000 HOURS 70.00%	\$41.69	1Q	5A	
7 6001-7000 HOURS 75.00%	\$43.36	1Q	5A	
8 7001-8000 HOURS 80.00%	\$45.01	1Q	5A	
9 8001-9000 HOURS 85.00%	\$46.68	1Q	5A	
10 9001-10000 HOURS 85.00%	\$46.68	1Q	5A	
<b><u>POWER EQUIPMENT OPERATORS</u></b>				
<b><u>BACKHOE &amp; HOE RAM (3/4 - 3 YD)</u></b>				
<b>ALL EQUIPMENT</b>				
1 0000-1000 HOURS 55.00%	\$18.84	1M	5D	8D
2 1001-2000 HOURS 60.00%	\$20.04	1M	5D	8D
3 2001-3000 HOURS 65.00%	\$24.00	1M	5D	8D
4 3001-4000 HOURS 70.00%	\$25.20	1M	5D	8D
5 4001-5000 HOURS 75.00%	\$26.41	1M	5D	8D
6 5001-6000 HOURS 80.00%	\$27.62	1M	5D	8D
7 6001-7000 HOURS 85.00%	\$28.82	1M	5D	8D
8 7001-8000 HOURS 90.00%	\$30.03	1M	5D	8D
<b><u>POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER &amp; WATER</u></b>				
<b><u>(SEE POWER EQUIPMENT OPERATORS)</u></b>				
1 0000-1000 HOURS 55.00%	\$18.84			
2 1001-2000 HOURS 60.00%	\$20.04			
3 2001-3000 HOURS 65.00%	\$24.00			
4 3001-4000 HOURS 70.00%	\$25.20			
5 4001-5000 HOURS 75.00%	\$26.41			

PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007

Stage of Progression && Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
6 5001-6000 HOURS 80.00%	\$27.62			
7 6001-7000 HOURS 85.00%	\$28.82			
8 7001-8000 HOURS 90.00%	\$30.03			
<b><u>POWER LINE CLEARANCE TREE TRIMMERS</u></b>				
<b><u>TREE TRIMMER</u></b>				
1 0000-1000 HOURS 75.00%				
2 1001-2000 HOURS 80.00%	\$25.17	4A	5A	
3 2001-3000 HOURS 85.00%	\$26.34	4A	5A	
4 3001-4000 HOURS 90.00%	\$27.52	4A	5A	
4 3001-4000 HOURS 90.00%	\$28.70	4A	5A	
<b><u>REFRIGERATION &amp; AIR CONDITIONING MECHANICS</u></b>				
<b><u>MECHANIC</u></b>				
1 0000-1000 HOURS 40.00%				
2 1001-2000 HOURS 50.00%	\$12.46	1		
3 2001-3000 HOURS 55.00%	\$15.58	1		
4 3001-4000 HOURS 60.00%	\$17.14	1		
5 4001-5000 HOURS 65.00%	\$18.70	1		
6 5001-6000 HOURS 70.00%	\$20.25	1		
7 6001-7000 HOURS 80.00%	\$21.81	1		
8 7001-8000 HOURS 85.00%	\$24.93	1		
9 8001-9000 HOURS 85.00%	\$26.49	1		
10 9001-10000 HOURS 85.00%	\$26.49	1		
10 9001-10000 HOURS 85.00%	\$26.49	1		
<b><u>RESIDENTIAL CARPENTERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 1st Period 60.00%				
2 2nd Period 65.00%	\$10.90	1		
3 3rd Period 70.00%	\$11.80	1		
4 4th Period 75.00%	\$12.71	1		
5 5th Period 80.00%	\$13.62	1		
6 6th Period 85.00%	\$14.53	1		
7 7th Period 90.00%	\$15.44	1		
8 8th Period 95.00%	\$16.34	1		
8 8th Period 95.00%	\$17.25	1		
<b><u>RESIDENTIAL ELECTRICIANS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 50.00%				
2 1001-2000 HOURS 60.00%	\$13.33	1		
3 2001-3000 HOURS 75.00%	\$16.00	1		
4 3001-4000 HOURS 90.00%	\$20.00	1		
4 3001-4000 HOURS 90.00%	\$23.99	1		
<b><u>RESIDENTIAL PLUMBERS &amp; PIPEFITTERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 1st Period 50.00%				
2 2nd Period 55.00%	\$12.32	1		
3 3rd Period 60.00%	\$13.55	1		
4 4th Period 70.00%	\$14.78	1		
5 5th Period 80.00%	\$17.25	1		
5 5th Period 80.00%	\$19.71	1		

PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007

Stage of Progression & Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
6 6th Period 90.00%	\$22.18	1		
<b><u>RESIDENTIAL SHEET METAL WORKERS</u></b>				
<b><u>JOURNEY LEVEL (FIELD OR SHOP)</u></b>				
1 0000-1000 HOURS 50.00%	\$16.91	1B	5A	
2 1001-2000 HOURS 60.00%	\$21.03	1B	5A	
3 2001-4000 HOURS 65.00%	\$22.20	1B	5A	
4 4001-6000 HOURS 70.00%	\$23.39	1B	5A	
5 6001-8000 HOURS 80.00%	\$25.64	1B	5A	
6 8001-10000 HOURS 85.00%	\$26.76	1B	5A	
<b><u>ROOFERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-0700 HOURS 70.00%	\$23.30	2P	5I	
2 0701-1400 HOURS 75.00%	\$24.38	2P	5I	
3 1401-2100 HOURS 80.00%	\$25.45	2P	5I	
4 2101-2800 HOURS 85.00%	\$26.53	2P	5I	
5 2801-3500 HOURS 90.00%	\$27.60	2P	5I	
6 3501-4200 HOURS 95.00%	\$28.68	2P	5I	
<b><u>SHEET METAL WORKERS</u></b>				
<b><u>JOURNEY LEVEL (FIELD OR SHOP)</u></b>				
<b>ENVIRONMENTAL</b>				
2 0000-2000 HOURS 50.00%	\$24.17	1B	5A	
3 2001-4000 HOURS 60.00%	\$27.53	1B	5A	
4 4001-6000 HOURS 70.00%	\$30.91	1B	5A	
1 0000-1000 HOURS 40.00%	\$18.35	1B	5A	
2 1001-2000 HOURS 45.00%	\$22.08	1B	5A	
3 2001-4000 HOURS 50.00%	\$24.17	1B	5A	
4 4001-6000 HOURS 60.00%	\$27.53	1B	5A	
5 6001-8000 HOURS 70.00%	\$30.91	1B	5A	
6 8001-10000 HOURS 80.00%	\$34.26	1B	5A	
<b><u>SOFT FLOOR LAYERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-1000 HOURS 50.00%	\$13.47	1N	5A	
2 1001-2000 HOURS 55.00%	\$15.10	1N	5A	
3 2001-3000 HOURS 60.00%	\$15.99	1N	5A	
4 3001-4000 HOURS 70.00%	\$17.77	1N	5A	
5 4001-5000 HOURS 80.00%	\$19.55	1N	5A	
6 5001-6000 HOURS 90.00%	\$21.33	1N	5A	
<b><u>SPRINKLER FITTERS (FIRE PROTECTION)</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
<b>CLASS 1</b>				
1 1st Period 50.00%	\$20.04	1R	5Q	
10 10th Period 90.00%	\$39.00	1R	5Q	
2 2nd Period 50.00%	\$20.04	1R	5Q	
3 3rd Period 55.00%	\$25.53	1R	5Q	
4 4th Period 60.00%	\$26.88	1R	5Q	

PREVAILING WAGE RATES  
FOR  
BENTON COUNTY  
APPRENTICES  
EFFECTIVE DATE  
3/3/2007

Stage of Progression & Hour Range	Prevailing Wage	Overtime Code	Holiday Code	Note Code
5 5th Period 65.00%	\$32.23	1R	5Q	
6 6th Period 70.00%	\$33.59	1R	5Q	
7 7th Period 75.00%	\$34.94	1R	5Q	
8 8th Period 80.00%	\$36.29	1R	5Q	
9 9th Period 85.00%	\$37.64	1R	5Q	
<b><u>TILE, MARBLE &amp; TERRAZZO FINISHERS</u></b>				
<b><u>FINISHER</u></b>				
1 0000-0700 HOURS 60.00%	\$17.30	2M	5A	
2 0701-2100 HOURS 70.00%	\$18.88	2M	5A	
3 2101-2800 HOURS 80.00%	\$20.46	2M	5A	
4 2801-3500 HOURS 90.00%	\$22.04	2M	5A	
<b><u>TERRAZZO WORKERS &amp; TILE SETTERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-0700 HOURS 50.00%	\$17.69	2M	5A	
2 0701-2100 HOURS 60.00%	\$19.67	2M	5A	
3 2101-2800 HOURS 70.00%	\$21.64	2M	5A	
4 2801-3500 HOURS 80.00%	\$23.62	2M	5A	
5 3501-4200 HOURS 90.00%	\$25.59	2M	5A	
6 4201-4900 HOURS 95.00%	\$26.58	2M	5A	
<b><u>TRAFFIC CONTROL STRIPERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
1 0000-0500 HOURS 60.00%	\$16.60	1		
2 0501-1000 HOURS 60.00%	\$16.60	1		
3 1001-2333 HOURS 60.00%	\$16.60	1		
4 2334-4666 HOURS 73.00%	\$20.20	1		
5 4667-7000 HOURS 88.00%	\$24.35	1		
<b><u>TRUCK DRIVERS</u></b>				
<b><u>DUMP TRUCK</u></b>				
<b>ALL TRUCKS</b>				
1 0000-0700 HOURS 70.00%	\$25.56	1N	5D	8M
2 0701-1400 HOURS 80.00%	\$27.73	1N	5D	8M
3 1401-2100 HOURS 90.00%	\$29.91	1N	5D	8M



Straight Flush, Inc. D.B.A.

# Roto-Rooter Sewer Service

OVERLOOK FARMS (DUMP): 586-8511

**HOURLY PRICES:**

8:00 a.m. to 4:00 p.m.

Regular:	95.75 +	7.95 =	103.70
1.25	119.69 +	9.93 =	129.62
1.5	143.63 +	11.92 =	155.55
1.75	167.57 +	13.91 =	181.48
2.0	191.50 +	15.90 =	207.40

**OVERTIME:**

4:00 P.M. TO 8:00 P.M.

\$143.63 + 11.92 = \$155.55

8:00 P.M. TO 8:00 A.M.

\$191.50 + 15.90 = \$207.40

**10% DISCOUNT**

Regular:	86.17 +	7.15 =	93.32
1.25	107.72 +	8.94 =	116.66
1.5	129.62 +	10.73 =	140.00
1.75	150.82 +	12.59 =	163.41
2.0	172.34 +	14.30 =	186.64

**HOLIDAY RATES:**

Time & 1/2 8:00 a.m. to 4:00 p.m.

143.43 + 11.92 = 155.55

Double time after 4:00 p.m.

191.50 + 15.90 = 207.40

Double time & 1/2 8:00 p.m. to 8:00 a.m.

287.25 + 23.85 = 311.10

**HYDROFLUSHING/MAINLINER:**

First 2 hours minimum: \$500.00 + 41.50 = \$541.50

\$250.00 Per hour after

AFTER 4:00 p.m. \$1000.00 + 83.00 = \$1083.00

\$500.00 Per hour after

**SEPTIC TANK PUMPING \* ASK IF TANK LIDS ARE EXPOSED/ACCESS TO WATER\***

If it has been over 5 years since last pumped: Quote hourly rate as well, usually takes longer.

Regular Hours: UP TO 1000 Gallons \$290.00 + 24.07 = \$314.07

1000 TO 1500 Gallons \$297.50 + 24.69 = \$322.19

Over 1500 Gallons \$340.00 + 28.22 = \$368.22

OVERTIME: \$450.00 + \$25.00 ( Holdover fee) + 39.42

4:00p.m. to 8:00a.m.

TOTAL: \$514.42

**CAMERA:**

\$150.00 + 12.45 = \$162.45 Per hour

**MILEAGE: \$ 2.50 PER MILE**



Straight Flush, Inc. D.B.A.

# Roto-Rooter Sewer Service

Rt. #4, Box 4000-D / Kennewick, WA 99336 (509) 783-7311

May 29, 2008

Keith Mercer  
Benton County Comm. Office

Keith,

This letter is to inform you that Roto-Rooter will exercise the option to allow the County to retain 50% of the contract amount as outlined on page 8 of contract.

Sincerely,  
Larry Dowry

A handwritten signature in cursive script, appearing to read "Larry Dowry".

f

# RESOLUTION

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

**IN THE MATTER OF NOTICE OF COMPLETION OF THE EXCAVATION SERVICES  
LOCATED AT HORN RAPIDS PARK.**

**WHEREAS**, Benton County entered into a contract on February 11, 2008 with Quality Backhoe Services Inc., Pasco, WA - Contractors License No. QUALIBS944DB for excavation services located at Horn Rapids Park, per Resolution 08-312; and

**WHEREAS**, the Facilities Manager determined the project reached completion as of week ending May 30, 2008; **NOW, THEREFORE,**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, that the Board accepts the excavation services located at the Horn Rapids Park complete.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

9

**RESOLUTION**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AWARDING BID FOR C.E. 1909 SMP  
- PAVEMENT MARKING- 2008

WHEREAS, bids for C.E. 1909 SMP - PAVEMENT MARKING- 2008 were received and  
opened on June 2, 2008; and

WHEREAS, bids are as set forth on the attached tabulation; and

WHEREAS, the low bid was submitted by Stripe Rite, Inc., Sumner, Washington; and

WHEREAS, the County Engineer recommends award of the bid to Stripe Rite, Inc.;  
NOW, THEREFORE,

BE IT RESOLVED that the contract for C.E. 1909 SMP – PAVEMENT MARKING  
2008 be awarded to Stripe Rite, Inc., , Washington in the amount of \$189,996.00.

Dated this 9th day of June, 2008.

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

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

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

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

RBD:LJM:dlh

<b>PROJECT: CE 1909 SMP - PAVEMENT MARKING 2008</b>				STRIPE RITE, INC. 1813 137th Avenue E Sumner, WA 98390		ROAD RUNNER STRIPING, INC. 10611 Canyon Rd E., Suite 122 Puyallup, WA 98373		APPLY-A-LINE, INC. 175 Roy Road SW Bldg C Pacific, WA 98047	
LOCATION: BENTON COUNTY				UNIT PRICE		UNIT PRICE		UNIT PRICE	
LET BY: BOARD OF COUNTY COMMISSIONERS				BID AMOUNT		BID AMOUNT		BID AMOUNT	
DATE: June 2, 2008; 10:30 a.m., Local Time				35,075.00		44,225.00		38,125.00	
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	CENTERLINE SKIP YELLOW	305	Linear Miles	115.00	35,075.00	145.00	44,225.00	125.00	38,125.00
2	PAVEMENT EDGE LINE SOLID WHITE	386	Linear Miles	230.00	88,780.00	240.00	92,640.00	250.00	96,500.00
3	NO PASS SOLID YELLOW	291	Linear Miles	226.00	65,766.00	240.00	69,840.00	250.00	72,750.00
4	S P C C PLAN	Lump Sum	L.S.	Lump Sum	375.00	Lump Sum	500.00	Lump Sum	200.00
<b>TOTAL BID</b>				<b>189,996.00</b>		<b>207,205.00</b>		<b>207,575.00</b>	

<b>PROJECT: CE 1909 SMP - PAVEMENT MARKING 2008</b>				SHARP-LINE INDUSTRIES, INC. P O Box 11971 Spokane, WA 99211		ENGINEER'S ESTIMATE	
LOCATION: BENTON COUNTY				UNIT PRICE		UNIT PRICE	
LET BY: BOARD OF COUNTY COMMISSIONERS				BID AMOUNT		BID AMOUNT	
DATE: June 2, 2008; 10:30 a.m., Local Time				24,073.65		39,650.00	
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	CENTERLINE SKIP YELLOW	305	Linear Miles	78.93	24,073.65	130.00	39,650.00
2	PAVEMENT EDGE LINE SOLID WHITE	386	Linear Miles	289.58	111,777.88	246.00	94,956.00
3	NO PASS SOLID YELLOW	291	Linear Miles	289.19	87,064.29	236.00	68,676.00
4	S P C C PLAN	Lump Sum	L.S.	Lump Sum	300.00	Lump Sum	600.00
<b>TOTAL BID</b>				<b>223,215.82</b>		<b>203,882.00</b>	

# RESOLUTION

h

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: EXTENSION OF PERSONAL SERVICES CONTRACT FOR FLOOR CLEANING SERVICES AT THE PROSSER MAINTENANCE AND OPERATIONS FACILITY

WHEREAS, by resolution dated June 25, 2007, the Personal Services Contract for Floor Cleaning Services at the Prosser Maintenance and Operations Facility, was executed; and

WHEREAS, Item 2 of said Personal Services Contract allows for the renewal of the contract for one-year periods; NOW, THEREFORE,

BE IT RESOLVED that the Contract for Floor Cleaning Services at the Prosser Maintenance and Operations Facility, be renewed for a one-year period, from July 1, 2008 through June 30, 2009; and

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign a letter of agreement to renew said contract.

Dated this 9th day of June, 2008.

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

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

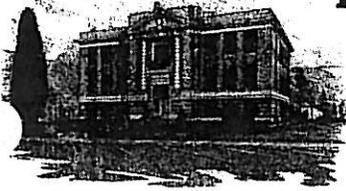
\_\_\_\_\_  
Member.

Attest: \_\_\_\_\_

Clerk of the Board

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

RBD:LJM:dlh



**Board of County Commissioners  
BENTON COUNTY**

P.O. Box 190 • Prosser, WA 99350-0190  
Phone (509) 786-5600 or (509) 736-3080  
Fax (509) 786-5625

Leo Bowman  
District 1  
Max Benitz, Jr.  
District 2  
Claude Oliver  
District 3

June 9, 2008

Don Sorensen, District Manager  
VARSITY CONTRACTORS, INC.  
2100 South Cole Road  
Boise, ID 83709

RE: Renewal of Personal Services Contract

This letter is written to renew the personal services contract with Varsity Contractors, Inc., for cleaning services at the Prosser Maintenance and Operations Facility located at 14303 North Hinzerling Road, Prosser, Washington.

Pursuant to Item 2 of the personal services contract for cleaning services, Benton County agrees that the contract be renewed for an additional one-year term, effective July 1, 2008 through June 30, 2009.

By signing below, Varsity Contractors, Inc., agrees to the renewal of the agreement for one year. If this is acceptable to you, please sign and return this letter within one week.

Thank you for your consideration in this matter.

\_\_\_\_\_  
Claude L. Oliver, Chairman  
Board of County Commissioners

\*\*\*\*\*

FOR VARSITY CONTRACTORS, INC.,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RESOLUTION**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,  
WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: ENGINEER'S REPORT FOR PIERT  
ROAD, SR 397 TO BOWLES ROAD

WHEREAS, J-U-B Engineers, Inc., of Kennewick, Washington has prepared an  
Engineer's Report in accordance with RCW 36.81 for Piert Road, SR 397 to Bowles  
Road; and

WHEREAS, a Public Hearing is necessary to determine which route to be chosen for the  
road alignment; NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the proposed alignment of Piert Road be  
held in the Commissioners' Meeting Room, Benton County Courthouse, Prosser,  
Washington, at 9:15 a.m., Monday, June 30, 2008.

Dated this 9th day of June, 2008.

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

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

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

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

RBD:SWB:dlh

j

Return to: Benton County Public Works  
P.O. Box 1001  
Prosser, WA 99350-0954

## RESOLUTION

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

IN THE MATTER OF COUNTY ROADS, RE: IN THE MATTER OF COUNTY ROADS, RE:  
COUNTY ROAD IMPROVEMENT DISTRICT (C.R.I.D.) #15, COTTONWOOD DRIVE,  
PROPERTY SEGREGATION – AMENDING RESOLUTION #08-525

WHEREAS, the amended final assessment roll for C.R.I.D. #15, Cottonwood Drive was  
approved by Resolution Number 05-750 on November 28, 2005, and

WHEREAS, Parcel Number 1-1088-400-0012-000 defined as: The Northeast  $\frac{1}{4}$  of the East  
879.85 feet of the North 1,006.06 feet of the South 2,012.12 feet of Section 10, Township 8  
North, Range 28 East, W.M. EXCEPT Road Right Of Way.

Containing 4.67 acres more or less.

had an original assessment of \$3,319.10 and now has an outstanding assessment of \$2,203.14,  
and

WHEREAS, Parcel Number 1-1088-400-0013-000 defined as: The Southeast  $\frac{1}{4}$  of the East  
879.85 feet of the North 1,006.06 feet of South 2,012.12 feet of Section 10, Township 8 North,  
Range 28 East, W.M. EXCEPT Road Right Of Way

Containing 4.73 acres more or less.

had an original assessment of \$3,529.05 and now has an outstanding assessment of \$3,162.60,  
and

WHEREAS, the tracts have been subdivided and are now Short Plat 3049, as recorded in  
Volume 1 of Short Plat, Page 3049, records of Benton County, Washington and have been

assigned new parcels numbers, and

WHEREAS, Parcel Number 1-1188-302-0001-000 defined as: Tract A, Cottonwood Creek, Phase 1 as recorded in Volume 15 of Plats, Page 320, records of Benton County, Washington all in Section 11, Township 8 North, Range 28 East, W.M.

Containing 70.91 acres more or less

had an original assessment of \$48,359.38 and now has an outstanding assessment of \$48,359.38, and

WHEREAS, the tracts have been subdivided and are now a part of the plat of Cottonwood Creek, Phase 2, and have been assigned new parcels numbers, NOW, THEREFORE

BE IT RESOLVED, that the final assessment roll be amended and the subdivision of Parcel Numbers 1-1088-400-0012-000, 1-1088-400-0013-000 and 1-1188-302-0001-000 into forty (40) parcels, each with its own assessment be approved.

BE IT FURTHER RESOLVED that each parcel and assessment is defined as follows:

See Attached Exhibit "A"

Dated this 9<sup>th</sup> 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:SWB

Exhibit "A"

1-1088-401-3049-001	\$1,096.84
1-1088-401-3049-002	\$1,106.30
1-1088-401-3049-003	\$1,574.60
1-1088-401-3049-004	\$1,588.00
1-1188-303-0000-001	\$583.35
1-1188-303-0000-002	\$561.47
1-1188-303-0000-003	\$546.89
1-1188-303-0000-004	\$532.30
1-1188-303-0000-005	\$517.72
1-1188-303-0000-006	\$517.72
1-1188-303-0000-007	\$597.93
1-1188-303-0000-008	\$532.30
1-1188-303-0000-009	\$532.30
1-1188-303-0000-010	\$525.01
1-1188-303-0000-011	\$525.01
1-1188-303-0000-012	\$525.01
1-1188-303-0000-013	\$525.01
1-1188-303-0000-014	\$525.01
1-1188-303-0000-015	\$525.01
1-1188-303-0000-016	\$525.01
1-1188-303-0000-017	\$546.89
1-1188-303-0000-018	\$554.18
1-1188-303-0000-019	\$532.30
1-1188-303-0000-020	\$459.38
1-1188-303-0000-021	\$525.01
1-1188-303-0000-022	\$525.01
1-1188-303-0000-023	\$525.01
1-1188-303-0000-024	\$597.93
1-1188-303-0000-025	\$503.14
1-1188-303-0000-026	\$532.30
1-1188-303-0000-027	\$532.30
1-1188-303-0000-028	\$539.60
1-1188-303-0000-029	\$532.30
1-1188-303-0000-030	\$619.81
1-1188-303-0000-031	\$627.10
1-1188-303-0000-032	\$1,020.86
1-1188-303-0000-033	\$998.98
1-1188-303-0000-034	\$18,645.20
1-1188-303-0001-000	\$9,464.79
1-1188-303-0002-000	\$1,480.24

K

**RESOLUTION**

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

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF C & M ORCHARDS., INC. TO CONTINUE A FRANCHISE TO PLACE IRRIGATION DELIVERY SYSTEMS LINES IN BENTON COUNTY ROAD RIGHT OF WAYS

WHEREAS, C & M Orchards, Inc. has applied for a franchise to place irrigation delivery system lines in Benton County Road Right of Ways, and

WHEREAS, a public hearing on the application was held on June 2, 2008; and

WHEREAS, the public hearing was not advertised as required by RCW; NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, June 30, 2008, at 9:10 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 9<sup>th</sup> day of June 2008.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners of Benton County, Washington

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

RBD:LSS

# RESOLUTION

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

IN THE MATTER OF COUNTY ROADS, RE: STANDARD PLANS

WHEREAS, the County Engineer has recommended a new road standard be adopted to show detailed locations for fire hydrants that will be constructed in rural ditch and fill sections, and

WHEREAS, the County Fire Marshall has also reviewed the standard and approved of the design, NOW, THEREFORE,

BE IT RESOLVED that the proposed standard plan, identified as Standard Plan 2008-01 FIRE HYDRANT DETAIL, be approved for use in Benton County, effective this date.

Dated this 9<sup>th</sup> day of June 2008.

\_\_\_\_\_  
Chairman

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

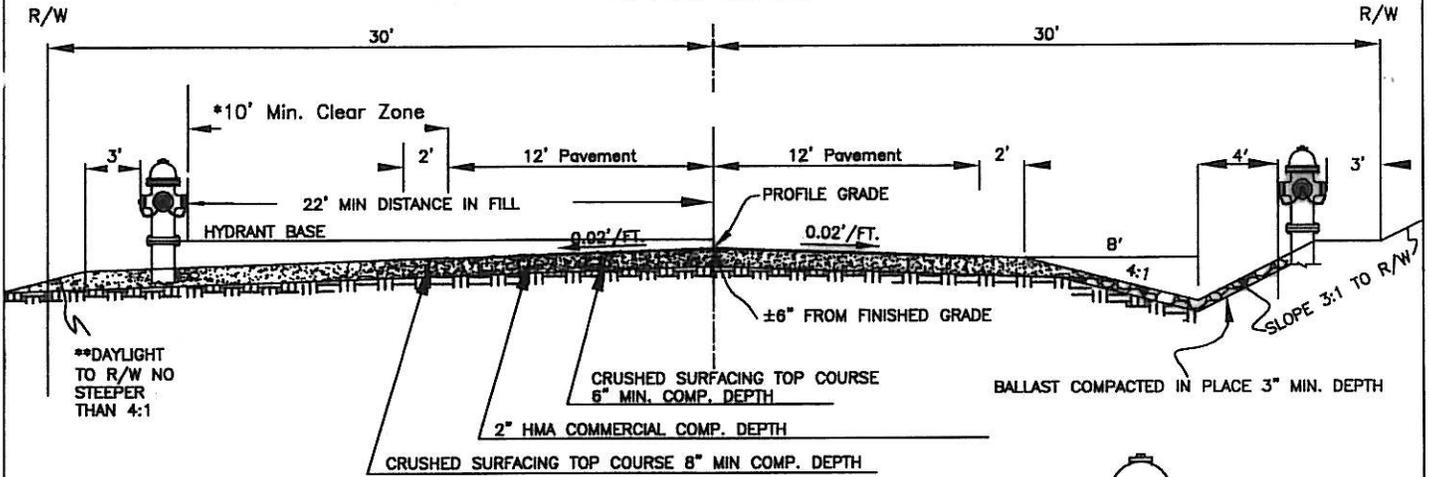
\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:LSS

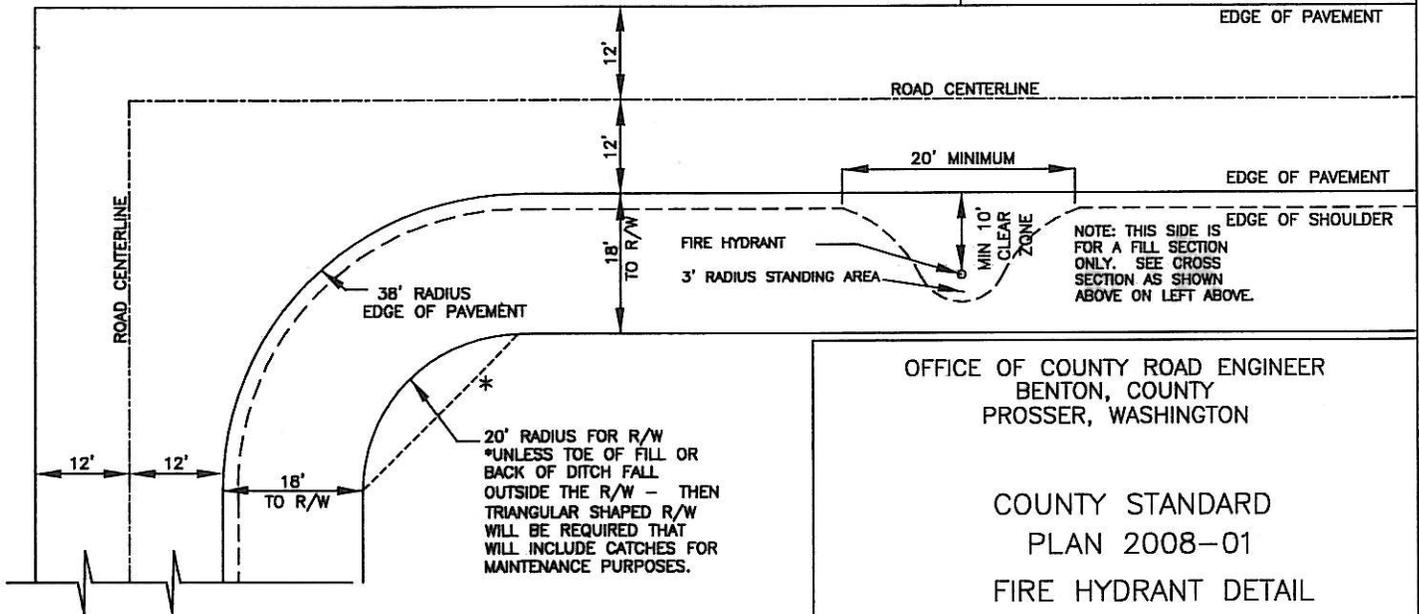
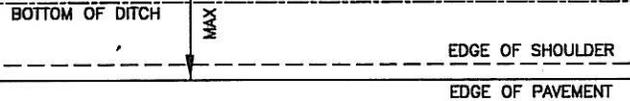
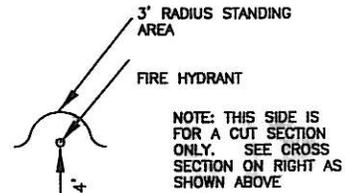
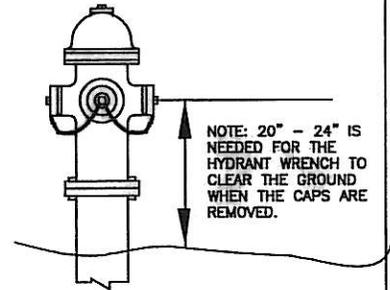
FIRE HYDRANT DETAIL IN 2' DITCH SECTION  
OR FILL SECTION



MINIMUM ROADWAY SECTION FOR  
ORDINANCE NO 102  
PLATTING & SUBDIVISIONS

NOTES:

1. SUBGRADE TO BE CONSTRUCTED FULL WIDTH OF RIGHT OF WAY TO ACCOMMODATE UTILITIES WHERE REQUIRED AND AT ALL FIRE HYDRANT LOCATIONS.
2. EROSION CONTROL REQUIRED ON THE SLOPES BY THE COUNTY ENGINEER.
3. \*\*SLOPES STEEPER THAN 4:1 WILL BE PERMITTED WITH EXTRA WIDENING AND GUARDRAIL—IF DEPTH FROM SHOULDER IS OVER 4'. SEE WSDOT STANDARD PLANS FOR ALL DIMENSIONS.
4. A 3' LEVELED AREA MUST BE PROVIDED BEHIND EACH HYDRANT FOR FIREFIGHTERS TO STAND ON.
5. HYDRANT BASE SHALL NOT BE MORE THAN 6" HIGHER OR LOWER THAN THE CENTERLINE OF THE ROAD.



20' RADIUS FOR R/W  
\*UNLESS TOE OF FILL OR  
BACK OF DITCH FALL  
OUTSIDE THE R/W - THEN  
TRIANGULAR SHAPED R/W  
WILL BE REQUIRED THAT  
WILL INCLUDE CATCHES FOR  
MAINTENANCE PURPOSES.

OFFICE OF COUNTY ROAD ENGINEER  
BENTON, COUNTY  
PROSSER, WASHINGTON

COUNTY STANDARD  
PLAN 2008-01  
FIRE HYDRANT DETAIL

SCALE: NONE

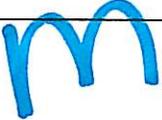
DRAWN BY: L.S.S.

SHEET 1 OF 3

DATE: 05/22/2008

APPROVED: *Ron B. [Signature]*  
COUNTY ROAD ENGINEER

DATE: 05/30/08

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: June 9, 2008 Subject: Office construction in jail Prepared By: Keith Mercer Reviewed By: R. Rogers, L. Smith Kelty	Execute Contract <u>xxx</u> Pass Resolution Pass Ordinance Pass Motion Other	 Consent Agenda <u>  X  </u> Public Hearing 1st Discussion 2nd Discussion Other

**SUMMARY & BACKGROUND INFORMATION**

On April 14, 2008 the Board awarded a construction agreement to Fowler General Construction to construct two (2) new offices located in the jail. However, the contract duration was 45 days from the date of execution (4-14-08). This contract expired on 5-29-08 and the offices haven't been built due to unforeseen scheduling conflicts. Fowler has scheduled time to come in later this week to take measurements and order the proper supplies so they can start construction as soon as possible. This contract amendment is to extend the expiration date to August 31, 2008. The offices should be constructed before August, but I would like a buffer just in case another scheduling conflict arises. Nothing else in the contract is being modified.

**FISCAL IMPACT**

The price is still \$7,400 excluding WSST and is to be paid from Jail Depreciation

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE AMENDED CONSTRUCTION AGREEMENT BETWEEN BENTON COUNTY AND FOWLER GENERAL CONSTRUCTION FOR THE TWO (2) NEW OFFICES LOCATED IN THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WA.

WHEREAS, the Board awarded the contract and authorized the Chairman to sign the construction agreement between Benton County and Fowler General Construction for the two (2) new offices located in the Benton County Jail for a contract amount of \$7,400.00 excluding WSST, via Resolution 08-460 on April 14, 2008; and

WHEREAS, the duration of the contract expires 45 days after both parties executed the contract; and

WHEREAS, the contract expired on May 29, 2008; and

WHEREAS, Fowler General Construction has not been able complete the project due to unforeseen scheduling conflicts; and

WHEREAS, Benton County wishes to amend the Construction Agreement and extend the expiration date to August 31, 2008; and

**BE IT RESOLVED**, the Benton County Commissioners hereby approves the attached amended construction agreement and authorized the Chairman of the Board to sign the attached Construction Agreement Amendment between Benton County and Fowler General Construction, 1820 Terminal Drive, Richland, WA.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig      Sheriffs Office  
cc:      Auditor, R. Ozuna, Fowler

Prepared by: Keith Mercer

# CONSTRUCTION AGREEMENT AMENDMENT

THIS CONSTRUCTION AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and FOWLER GENERAL CONSTRUCTION, 1820 Terminal Drive, Richland, WA, hereinafter called "CONTRACTOR".

WHEREAS, the parties entered into a Construction Agreement dated April 14, 2008 (the "AGREEMENT") to construct two (2) new offices located at the Benton County Jail Facility; and

WHEREAS, the CONTRACT specifies that the CONTRACT may be amended if agreed upon by both parties and the amendment is set forth in writing; and

WHEREAS, the original duration of the contract expires 45 days after both parties executed the contract; and

WHEREAS, the contract expired on May 29, 2008; and

WHEREAS, Fowler General Construction has not been able complete the project due to unforeseen scheduling conflicts; and

WHEREAS, Benton County wishes to amend the public works contract and extend the expiration date to August 31, 2008; and

BE IT RESOLVED, in consideration of the provisions and agreements set forth herein, the parties agree as follows:

1. Paragraph 2 of the Construction Agreement shall be replaced with the following:

**Duration of Contract**

The term of the contract shall begin when executed by both parties and expire on August 31, 2008. 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.

2. All other terms and conditions of the "CONTRACT" shall remain the same.

IN WITNESS WHEREOF the Chairman of the Board of Benton County Commissioners has executed this Contract Amendment on behalf of the County, and the Contractor has executed this Contract Amendment, on the day and year first above written.

BENTON COUNTY

FOWLER GENERAL CONSTRUCTION

\_\_\_\_\_  
Claude Oliver, Chairman

\_\_\_\_\_  
Jasen Banta, Construction Manager

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

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

Approved as to Form:

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

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

Orig cc: Sheriffs Office Auditor, R. Ozuna, Fowler

Prepared by: Keith Mercer

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: June 9, 2008 Subject: North Gate Contract Prepared By: Keith Mercer Reviewed By: R. Rogers, L. Smith Kelty	Execute Contract <u>xxx</u> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <u>  X</u> Public Hearing 1st Discussion 2nd Discussion Other

**SUMMARY & BACKGROUND INFORMATION**

On April 14, 2008 the Board awarded the public works contract to replace the east section of the north gate to Frontier Fence Inc because they were the lowest bidder. However, the contract duration was 45 days from the date of execution (4-14-08). This contract expired on 5-29-08 and the gate has not been replaced. Frontier Fence ordered the gate on 4-14-08 and the manufacturer put the gate on backlog with an estimated delivery date of 4-6 weeks. Frontier still hasn't received the gate but they have an estimated delivery date of the second week of June. This contract amendment is to extend the expiration date to August 31, 2008. The gate should be installed before August, but I would like a buffer just in case it takes longer to get the gate. Nothing else in the contract is being modified.

**FISCAL IMPACT**

The price is still \$25,014.05

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE AMENDED PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND FRONTIER FENCE INC. TO REPLACE THE EAST SECTION OF THE NORTH GATE LOCATED AT THE BENTON COUNTY JAIL FACILITY, KENNEWICK, WA

WHEREAS, the Board awarded the contract and authorized the Chairman to sign the public works contract between Benton County and Frontier Fence Inc. to replace the east section of the north gate for a contract amount of \$25,014.05 including WSST, via Resolution 08-461 on April 14, 2008; and

WHEREAS, the duration of the contract expires 45 days after both parties executed the contract; and

WHEREAS, the contract expired on May 29, 2008; and

WHEREAS, Frontier Fence Inc. has not been able to complete the project due to the replacement gate has been backlogged from the manufacturer; and

WHEREAS, Benton County wishes to amend the public works contract and extend the expiration date to August 31, 2008; and

BE IT RESOLVED, the Benton County Commissioners hereby approves the attached amended public works contract and authorized the Chairman of the Board to sign the attached Public Works Amendment between Benton County and Frontier Fence Inc, 2516 N. Commercial Ave, Pasco, WA 99301.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

Orig      Sheriffs Office  
cc:      Auditor, R. Ozuna, Frontier

Prepared by: Keith Mercer

# PUBLIC WORKS AMENDMENT

THIS PUBLIC WORKS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between BENTON COUNTY, WASHINGTON hereinafter called "COUNTY" and FRONTIER FENCE INC, 2516 N. Commercial Ave, Pasco, WA, hereinafter called "CONTRACTOR".

WHEREAS, the parties entered into a Public Works Contract dated April 14, 2008 (the "CONTRACT") to replace the east section of the north gate located at the Benton County Jail Facility; and

WHEREAS, the CONTRACT specifies that the CONTRACT may be amended if agreed upon by both parties and the amendment is set forth in writing; and

WHEREAS, the original duration of the contract expires 45 days after both parties executed the contract; and

WHEREAS, the contract expired on May 29, 2008; and

WHEREAS, Frontier Fence Inc. has not been able to complete the project due to the replacement gate has been backlogged from the manufacturer; and

WHEREAS, Benton County wishes to amend the public works contract and extend the expiration date to August 31, 2008; and

BE IT RESOLVED, in consideration of the provisions and agreements set forth herein, the parties agree as follows:

1. Paragraph 2 of the Public Works Contract shall be replaced with the following:

**Duration of Contract**

The term of the contract shall begin when executed by both parties and expire on August 31, 2008. 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. .

2. All other terms and conditions of the "CONTRACT" shall remain the same.

IN WITNESS WHEREOF the Chairman of the Board of Benton County Commissioners has executed this Contract Amendment on behalf of the County, and the Contractor has executed this Contract Amendment, on the day and year first above written.

BENTON COUNTY

FRONTIER FENCE INC.

\_\_\_\_\_  
Claude Oliver, Chairman

\_\_\_\_\_  
Brad Snuggs

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

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

Approved as to Form:

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

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

Orig cc: Sheriffs Office  
Auditor, R. Ozuna, Frontier

Prepared by: Keith Mercer

<u>AGENDA ITEM</u> =====	<u>TYPE OF ACTION NEEDED</u> =====	
Meeting Date: June 9, 2008 Subject: Culligan Emergency Repair Pmt Prepared By: J.Thompson Reviewed By:	Execute Contract Pass Resolution <u>xxx</u> Pass Ordinance Pass Motion Other	Consent Agenda <u>XXX</u> Public Hearing 1st Discussion 2nd Discussion Other

**SUMMARY & BACKGROUND INFORMATION**

Benton County Facilities discovered the water softeners were not working properly in the jail. The maintenance employees were unable to repair the water softeners. The Benton County Facility Manager declared this an emergency situation since the water softeners feed water to major equipment costing thousands of dollars. Culligan was contacted (since the water softeners were purchased from them) to come in and repair the water softeners. A blanket contract with Culligan has been in the works since this incident and should be on the consent agenda in the near future.

**FISCAL IMPACT**

\$216.60 – Already in the budget.

**MOTION**

Pass resolution authorizing payment of invoice.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING PAYMENT TO CULLIGAN WATER CONDITIONING OF THE TRI-CITIES FOR EMERGENCY REPAIR OF THE WATER SOFTENERS LOCATED IN THE BENTON COUNTY JAIL.

**WHEREAS**, the Benton County Facilities discovered the water softeners were not working properly in the Benton County Jail; and

**WHEREAS**, the water softeners feed water to major equipment costing thousands of dollars; and

**WHEREAS**, Benton County maintenance employees were not able to repair the water softeners, therefore declaring the matter an emergency nature and necessitating the County to immediately hire a contractor to repair the malfunctioning water softeners; and

**WHEREAS**, Culligan Water Conditioning of the Tri-Cities was contacted to repair the water softeners and they provided the County with a proposal for said services in the amount of \$216.60 including WSST; **NOW THEREFORE**,

**BE IT RESOLVED**, that the Board of Benton County Commissioners hereby declares the repair of the malfunctioning water softeners located at the Benton County Jail an emergency and approves the payment to Culligan Water Conditioning of the Tri-Cities in the amount of \$216.60 including WSST.

Dated this 9 day of June, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

cc: Auditor, Sheriff's Office, Facilities



1001 W COLUMBIA DR  
 KENNEWICK WASHINGTON 99336  
 (509) 586-1174 (800) 334-7167

IF PAYING BY CREDIT CARD, PLEASE CHECK CORRECT CARD AND FILL OUT BELOW

VISA   
  MasterCard   
  AMERICAN EXPRESS   
  PLEASE CHECK BOX TO ENROLL IN AUTOMATIC BILL PAYMENT

CARD NUMBER \_\_\_\_\_ V. CODE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ EXP. DATE \_\_\_\_\_

DATE: 05/19/2008    PAY THIS AMOUNT: \$216.60    ACCOUNT NUMBER: 164806

INVOICE NUMBER: 34011

AMOUNT PAID \$ \_\_\_\_\_

ADDRESSEE:

BENTON CO. JUSTICE CENTER  
 FACILITIES  
 7122 W OKANOGAN PL BLDG A  
 KENNEWICK, WA 99336-2359

REMIT PAYMENT TO:

CULLIGAN  
 1001 W COLUMBIA DR  
 KENNEWICK, WA 99336-3463



**INVOICE**

RETURN THIS TOP PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER	SALES		PURCHASE ORDER NUMBER	SHIP VIA	TERMS	NET DUE IN 30 DAYS		
	ID	ORDER NUMBER				INVOICE NUMBER	INVOICE DATE	
164806	LBP			COMPANY TRUCK	INVOICE NUMBER 34011	INVOICE DATE 05/19/2008		
DATE SHIPPED	QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	DISCOUNT	NET AMOUNT	
	ORDERED	SHIPPED						
05/05	1.00	1.00		LABOR	200.000		200.00	
* LATE PAYMENT FINANCE CHARGE OF 1.5% PER MONTH BE APPLIED ON BALANCES AFTER 30 DAYS					DELIVER TO: BENTON CO. JUSTICE CENTER FACILITIES 7122 W OKANOGAN PL. BLDG A KENNEWICK WA 99336		TOTAL	200.00
CULLIGAN 1001 W COLUMBIA DR KENNEWICK WASHINGTON 99336 (509) 586-1174 (800) 334-7167							SALES TAX	16.60
							FREIGHT/DELIVERY CHARGES	
							<b>AMOUNT DUE</b>	<b>\$216.60</b>

ORIGINAL INVOICE RETAIN BOTTOM PORTION FOR YOUR RECORDS

P

# 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 124.

WHEREAS, the Board of County Commissioners has approved the new position for the  
Treasurer's Office as defined in the attached exhibits; NOW THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds  
shall be transferred as outlined in Exhibit "A & B", 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: Treasurer's Office; Rosie Sparks, Auditor's Office

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Treasurer Dept Nbr: 124  
 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
514.220	1905	Temporary Help	\$3,901	514.220	1514	Office Asst. III	\$3,901
TOTAL			\$3,901	TOTAL			\$3,901

Explanation:

Creating a new position in Current Expense for an Office Asst. III, position 1514. Position will be funded 25% from Current Expense and 75% from Treasurer's O&M (see Exhibit "B").

Prepared by: Duane A. Davidson Date: 09-Jun-2008

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

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

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name: Treasurer Dept Nbr: 000  
 Fund Name: Treasurer's O&M Fund Nbr: 0112-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.220	4102	Contract Services	\$12,000	514.220	1514	Office Asst. III	\$12,000
TOTAL			\$12,000	TOTAL			\$12,000

Explanation:  
 Board's approval on new position in Treasurer's Office for Office Assistant III, Position # 1514. Position to be paid 25% from Current Expense and 75% from Treasurer's O&M.

Prepared by: Duane A. Davidson Date: 09-Jun-2008

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

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

g.

**RESOLUTION**

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

**IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT MODIFICATION BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND COLUMBIA INDUSTRIES FOR PROGRAM YEAR 2007/08 FOR THE ADULT PROGRAM FOR THE NEW CONTRACT AMOUNT OF \$469,839.00.**

**WHEREAS**, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed by Benton County on March 27, 2000, states that the Benton County Commissioner on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

**WHEREAS**, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Investment Act Administration signed by Benton County on March 27, 2000, indicates section II.C.3 and 4 that the commissioner appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

**WHEREAS**, the WDC has presented a contract modification between the WDC and Columbia Industries for the WIA Adult Program for PY07/08; NOW, THEREFORE,

**BE IT RESOLVED** that the Benton County Board of Commissioners has received and reviewed the proposed contract modification between the WDC and Columbia Industries, in the new amount of \$469,839.00 effective June 1, 2008, and does not object to such contract; and,

**BE IT FURTHER RESOLVED** that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

T. Scott

**WORKFORCE INVESTMENT ACT**  
**SERVICE PROVIDER CONTRACT MODIFICATION**  
**CFDA #17.258**

Modification Number: 2 Date: June 1, 2008

Contractor: Columbia Industries

THE CONTRACT WITH THE CONTRACTOR FOR ADULT WORKERS EXECUTED IN JUNE 2007 INCLUDING ANY SUBSEQUENT MODIFICATIONS THERETO, EFFECTIVE JULY 1, 2007 THROUGH JUNE 30, 2008, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATIONS CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. **\$21,751 of WIA Title 1-B Adult funds are not available to BF-WDC, and it is thereby agreed to subtract \$21,751 from the total contract amount of \$491,590. This reflects a new total contract amount of \$469,839.**
2. **Exhibit C - Budget - in the contract, as previously amended, is hereby superseded and replaced by the attached Exhibit C - Budget.**

THE EXECUTION OF THIS MODIFICATION SHALL CONSTITUTE A RATIFICATION OF THAT EARLIER AGREEMENT BETWEEN THE PARTIES, HERETO, THE TERMS AND CONDITIONS OF WHICH ARE FULLY CONTAINED AND INTEGRATED HEREIN. ACCORDINGLY, THE BEGINNING DATE OF PERFORMANCE UNDER THIS MODIFICATION SHALL BE JUNE 1, 2008 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE WORKFORCE DEVELOPMENT  
COUNCIL

FOR THE PROVIDER

\_\_\_\_\_  
Signature/Executive Director      Date

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Title      Date

Received and Reviewed:

*Approved as to form only:*

\_\_\_\_\_  
CHAIRMAN, Benton County      Date  
Commissioners

\_\_\_\_\_  
*Benton County Deputy Prosecuting Attorney*      Date

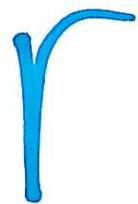
\_\_\_\_\_  
CHAIRMAN Franklin County      Date  
Commissioners

\_\_\_\_\_  
*Franklin County Deputy Prosecuting Attorney*      Date

EXHIBIT C - BUDGET

**CONTRACTOR:** Columbia Industries  
**PROGRAM TITLE:** WIA Adult  
**PROGRAM YEAR:** PY07/08  
**Modification DATE:** 6/1/2008

Budget Line Item	Total
Salaries & Benefits	\$ 182,164
Other Direct Costs	\$ 32,964
Direct Participant Costs	\$ 174,125
Indirect Costs	\$ 80,586
<b>Total</b>	<b>\$ 469,839</b>



**RESOLUTION**

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

**IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT MODIFICATION BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND EMPLOYMENT SECURITY FOR PROGRAM YEAR 2007/08 FOR THE DISLOCATED WORKER PROGRAM FOR THE NEW TOTAL CONTRACT AMOUNT OF \$765,321.00.**

**WHEREAS**, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed by Benton County on March 27, 2000, states that the Benton County Commissioner on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

**WHEREAS**, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Investment Act Administration signed by Benton County on March 27, 2000, indicates section II.C.3 and 4 that the commissioner appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

**WHEREAS**, the WDC has presented a contract modification between the WDC and Employment Security for the WIA Dislocated Worker Program for PY07/08; NOW, THEREFORE,

**BE IT RESOLVED** that the Benton County Board of Commissioners has received and reviewed the proposed contract modification between the WDC and Employment Security, in the new amount of \$765,321.00 effective June 1, 2008, and does not object to such contract; and,

**BE IT FURTHER RESOLVED** that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

T. Scott

WORKFORCE INVESTMENT ACT  
SERVICE PROVIDER CONTRACT MODIFICATION  
CFDA #17.260

Modification Number: 2 Date: June 1, 2008

Contractor: Employment Security Department

THE CONTRACT WITH THE CONTRACTOR FOR DISLOCATED WORKERS EXECUTED IN JUNE 2007 INCLUDING ANY SUBSEQUENT MODIFICATIONS THERETO, EFFECTIVE JULY 1, 2007 THROUGH JUNE 30, 2008, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATIONS CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. **\$54,188 of WIA Title 1-B Dislocated Worker funds are not available to BF-WDC, and it is thereby agreed to subtract \$54,188 from the total contract amount of \$819,509. This reflects a new total contract amount of \$765,321.**
2. **Exhibit C - Budget - in the contract, as previously amended, is hereby superseded and replaced by the attached Exhibit C - Budget.**

THE EXECUTION OF THIS MODIFICATION SHALL CONSTITUTE A RATIFICATION OF THAT EARLIER AGREEMENT BETWEEN THE PARTIES, HERETO, THE TERMS AND CONDITIONS OF WHICH ARE FULLY CONTAINED AND INTEGRATED HEREIN. ACCORDINGLY, THE BEGINNING DATE OF THIS MODIFICATION SHALL BE JUNE 1, 2008 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE WORKFORCE DEVELOPMENT  
COUNCIL

FOR THE PROVIDER

\_\_\_\_\_  
Signature/Executive Director      Date

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Title      Date

Received and Reviewed:

*Approved as to form only:*

\_\_\_\_\_  
CHAIRMAN, Benton County      Date  
Commissioners

\_\_\_\_\_  
*Benton County Deputy Prosecuting Attorney*      Date

\_\_\_\_\_  
CHAIRMAN Franklin County      Date  
Commissioners

\_\_\_\_\_  
*Franklin County Deputy Prosecuting Attorney*      Date

EXHIBIT C - BUDGET

**CONTRACTOR:** Employment Security  
**PROGRAM TITLE:** WIA Dislocated Worker  
**PROGRAM YEAR:** PY07/08  
**Modification DATE:** 6/1/2008

Budget Line Item	Total
Salaries & Benefits	\$ 475,457
Other Direct Costs	\$ 9,100
Direct Participant Costs	\$ 246,412
Indirect Costs	\$ 34,352
Total	\$ 765,321

S

**RESOLUTION**

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

**IN THE MATTER OF REVIEW OF SERVICE PROVIDER CONTRACT MODIFICATION BETWEEN BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL AND CAREER PATH SERVICES FOR PROGRAM YEAR 2007/08 FOR THE IN-SCHOOL YOUTH PROGRAM FOR THE NEW TOTAL AMOUNT FOR THOSE SERVICES OF \$320,419 AND THE OUT-OF-SCHOOL YOUTH PROGRAM FOR THE NEW TOTAL AMOUNT FOR THOSE SERVICES OF \$320,419.**

**WHEREAS**, the Master Agreement between the counties of Benton and Franklin and the Benton-Franklin Workforce Development Council (WDC) signed by Benton County on March 27, 2000, states that the Benton County Commissioner on the WDC Executive Council shall, pursuant to section II.C.5, review all service provider contracts approved by the WDC; and,

**WHEREAS**, Benton and Franklin Counties' Interlocal Cooperation Agreement for the Workforce Investment Act Administration signed by Benton County on March 27, 2000, indicates section II.C.3 and 4 that the commissioner appointed to the WDC Executive Council shall present service provider contracts and modifications to his or her Board of Commissioners so that such Board can make a determination as to whether it wishes to advise the WDC that the respective county disagrees with and rejects the proposed contract; and,

**WHEREAS**, the WDC has presented a contract modification between the WDC and Career Path Services for the WIA In-School Youth and Out-of-School Youth Programs for PY07/08; NOW, THEREFORE,

**BE IT RESOLVED** that the Benton County Board of Commissioners has received and reviewed the proposed contract modification between the WDC and Career Path Services, in the new amount of \$320,419 for the In-School Youth Program services and \$320,419 for the Out-of-School Youth Program services effective June 1, 2008, and does not object to such contract; and,

**BE IT FURTHER RESOLVED** that the Chairman is hereby authorized to sign said contract indicating the Board's receipt and review on behalf of the Board of Benton County Commissioners.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

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

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

T. Scott

WORKFORCE INVESTMENT ACT  
 SERVICE PROVIDER CONTRACT MODIFICATION  
 CFDA #17.259

Modification Number: 2 Date: June 1, 2008

Contractor: Career Path Services

THE CONTRACT WITH THE CONTRACTOR OF IN-SCHOOL YOUTH AND OUT-OF-SCHOOL YOUTH SERVICES EXECUTED IN JUNE 2007 INCLUDING ANY SUBSEQUENT MODIFICATIONS THERETO, EFFECTIVE JULY 1, 2007 THROUGH JUNE 30, 2008, IS HEREBY AMENDED UNDER THE PROVISIONS OF THE CHANGES AND MODIFICATIONS CLAUSE AND BY THE MUTUAL CONSENT OF ALL PARTIES HERETO, AS FOLLOWS:

1. **\$9,792 of WIA Title 1-B Youth funds for In-School Youth Services are not available to BF-WDC, and it is thereby agreed to subtract that amount from the \$330,211 budgeted for those services. This reflects a new total amount for those services of \$320,419.**
2. **\$9,793 of WIA Title 1-B Youth funds for Out of School Youth Services are not available to BF-WDC, and it is thereby agreed to subtract that amount from the \$330,212 budgeted for those services. This reflects a new total amount for those services of \$320,419.**
3. **Exhibit C - Budget - in the contract, as previously amended, is hereby superseded and replaced by the attached Exhibit C - Budget.**

THE EXECUTION OF THIS MODIFICATION SHALL CONSTITUTE A RATIFICATION OF THAT EARLIER AGREEMENT BETWEEN THE PARTIES, HERETO, THE TERMS AND CONDITIONS OF WHICH ARE FULLY CONTAINED AND INTEGRATED HEREIN. ACCORDINGLY, THE BEGINNING DATE OF PERFORMANCE UNDER THIS MODIFICATION SHALL BE JUNE 1, 2008 REGARDLESS OF THE DATE OF EXECUTION.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY SUBSEQUENT MODIFICATIONS THERETO REMAIN IN FULL FORCE AND EFFECT.

FOR THE WORKFORCE DEVELOPMENT  
 COUNCIL

FOR THE PROVIDER

\_\_\_\_\_  
 Signature/Executive Director Date

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Title Date

Received and Reviewed:

*Approved as to form only:*

\_\_\_\_\_  
 CHAIRMAN, Benton County Date  
 Commissioners

\_\_\_\_\_  
*Benton County Deputy Prosecuting Attorney Date*

\_\_\_\_\_  
 CHAIRMAN Franklin County Date  
 Commissioners

\_\_\_\_\_  
*Franklin County Deputy Prosecuting Attorney Date*

EXHIBIT C - BUDGET

**CONTRACTOR:** Career Path Services  
**PROGRAM TITLE:** In-School & Out-of-School Youth  
**PROGRAM YEAR:** 7/1/07 - 6/30/08

**Modification DATE:** 06/01/08

**IN-SCHOOL YOUTH**

Budget Line Item	Total
Salaries & Benefits	\$ 127,179
Other Direct Costs	\$ 9,100
Direct Participant Costs	\$ 134,478
Indirect Costs	\$ 49,662
<b>Total</b>	<b>\$ 320,419</b>

**OUT-OF-SCHOOL YOUTH**

Budget Line Item	Total
Salaries & Benefits	\$ 127,179
Other Direct Costs	\$ 9,100
Direct Participant Costs	\$ 134,477
Indirect Costs	\$ 49,663
<b>Total</b>	<b>\$ 320,419</b>



RECEIVED  
MAY 29 2008  
BENTON COUNTY  
COMMISSIONERS

815 N. Kellogg Street, Suite C  
Kennewick, WA 99336  
509-734-5980  
Fax 509-734-5999  
www.bentonfranklinwdc.com

May 28, 2008

Marilou Flores  
Benton County Commissioners  
PO Box 190  
Prosser, WA 99350-0190

**EXECUTIVE COMMITTEE**

**Bob Bertsch**  
Board Chair  
Ashley-Bertsch Group, Inc.

**Rick Peenstra**  
Past Chair  
Vice-President Community First Bank

**Mark Reavis**  
Vice-Chair  
Sr. Field Agent IOUE Local #370

**Brooke DuBois**  
Vice-Chair  
M.S. Director Benton-Franklin  
Community Health Alliance

**Lisa Bunch**  
Vice-Chair  
Human Resource Team Lead  
Washington Group International

**Stephen Harrell**  
Franklin County-at-Large  
RYSC-AmeriCorps

**Jim Egan**  
Benton County-at-Large  
James E. Egan, P.S.

**COUNTY OFFICIALS**  
Benton County  
Commissioner Claude Oliver

Franklin County  
Commissioner Rick Miller

**EXECUTIVE DIRECTOR**  
Michelle M. Mann

Dear Marilou:

This letter is to inform you that Eileen Fielding has applied for a vacant position on the Board – Public Sector Representative. Please place her on the next available agenda.

Enclosed is a copy of her application and the original resolutions. Can you please return an original (copy) of the signed resolution to my attention?

If you have any questions please give me a call.

Sincerely,

Sylvia Duran  
Projects Coordinator

Enc.

**BENTON-FRANKLIN  
WORKFORCE DEVELOPMENT COUNCIL**

**"Workforce Development Leaders"**

**APPLICATION FOR MEMBERSHIP  
PUBLIC SECTOR REPRESENTATIVE**

The Workforce Investment Act of 1998 stipulates that there shall be local board composed of members of the private sector, organized labor, educational agencies, rehabilitation agencies, community-based organizations, economic development agencies, the public employment service, and public assistance agency.

*The above representatives (with the exception of private sector and community-based organizations) must be selected from nominations submitted by local organizations involved in the appropriate services within the service delivery area.*

**Expected Commitment:**

- Attend scheduled board meetings.
- Attend scheduled sub-committee meetings.
- Participate in board activities

*Thank you for your interest in the Benton-Franklin Workforce Development Council. The following information will assist Local Elected Officials in assuring that all pertinent information is considered and criteria dictated by law is adhered to.*

Category of Nomination (Please check one)

Education

Public Assistance

Economic Dev.

Labor

Employment Service

Voc. Rehab.

**Please return this completed application and your signature (page 2) of the "Conflict of Interest" document to:**

**Benton-Franklin Workforce Development Council  
815 North Kellogg Street, Suite 'C'  
Kennewick, WA 99336**

**Attn: Sylvia Duran**

Name: Eileen Fielding

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Your Job Title: Voc. Rehab. Supervisor

**Background**

What education or skills could you contribute to our board? Please check all that apply.

- |                                     |                                       |   |
|-------------------------------------|---------------------------------------|---|
| <input type="checkbox"/> Accounting | <input type="checkbox"/> Management   | <input type="checkbox"/> Public Relations     |
| <input type="checkbox"/> Investment | <input type="checkbox"/> Marketing    | <input checked="" type="checkbox"/> Education |
| <input type="checkbox"/> Personnel  | <input type="checkbox"/> Fund Raising | <input type="checkbox"/> Policy Development   |

Other organizations or volunteer affiliations that have given you experience that would add value to your capacity as a WDC member.

Name	Type of Organization	Date
<u>South Central WDC</u>	<u>WDC</u>	<u>Current</u>
<u>SCWDC Youth Council</u>	<u>WDC</u>	<u>Current</u>
<u>Mid-Valley Provider's Consortium</u>	<u>Ed./Service Agencies</u>	<u>Current</u>
<u>Local Planning Area Committee</u>	<u>Work-first DSHS &amp; Partners</u>	<u>Current</u>

**Availability**

Can you regularly attend board meetings?  Yes  No  Conflicts  
Preferences on meeting times:  Day  Evening

How many hours per month, in addition to board meetings, could you serve this organization? 1 or 2

How did you hear about our organization or who referred you? \_\_\_\_\_

Michelle Mann

Please describe your reasons for wanting to serve on the Workforce Development Council:

To assure that persons with disabilities  
are considered a vital part of the work force.

**Nomination**

Nominated for appointment by the following organization/agency.

Organization/Agency \_\_\_\_\_

Signature (from authorized Representative) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Nominating Organization Information**

What communities or segments of a community does your organization represent?

\_\_\_\_\_  
\_\_\_\_\_

What types of services does your organization currently provide directly related to job training and employment?

\_\_\_\_\_  
\_\_\_\_\_

Local Address of the Organization:

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Ellen Fielding  
Applicant Signature

5/07/08  
Date

**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

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

**IN THE MATTER OF APPOINTMENT OF EILEEN FIELDING TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, Position B-7 which represents Vocational Rehabilitation on the Benton-Franklin Workforce Development Council is vacant, and

**WHEREAS**, Eileen Fielding, Voc Rehab Supervisor , Wapato/WorkSource Yakima & Sunnyside, P.O. Box 249, Wapato, WA 98951, has expressed her interest and willingness to be appointed as a member on the Workforce Development Council, Position B-7, Vocational Rehabilitation; **NOW, THEREFORE,**

**BE IT RESOLVED** that Eileen Fielding is hereby appointed, as of July 1, 2008, to fill the Position B-7, which represents Vocational Rehabilitation, said term expiring on June 30, 2011.

Dated \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of Commissioners of  
Benton County,  
Washington



RECEIVED  
MAY 29 2008  
BENTON COUNTY  
COMMISSIONERS

815 N. Kellogg Street, Suite C  
Kennewick, WA 99336  
509-734-5980  
Fax 509-734-5999  
www.bentonfranklinwdc.com

May 28, 2008

Marilou Flores  
Benton County Commissioners  
PO Box 190  
Prosser, WA 99350-0190

**EXECUTIVE COMMITTEE**

**Bob Bertsch**  
Board Chair  
Ashley-Bertsch Group, Inc.

**Rick Peenstra**  
Past Chair  
Vice-President  
Community First Bank

**Mark Reavis**  
Vice-Chair  
Sr. Field Agent IOUE Local #370

**Brooke DuBois**  
Vice-Chair  
M.S. Director Benton-Franklin  
Community Health Alliance

**Lisa Bunch**  
Vice-Chair  
Human Resource Team Lead  
Washington Group International

**Stephen Harrell**  
Franklin County-at-Large  
RYSC-AmeriCorps

**Jim Egan**  
Benton County-at-Large  
James E. Egan, P.S.

**COUNTY OFFICIALS**

Benton County  
Commissioner Claude Oliver

Franklin County  
Commissioner Rick Miller

**EXECUTIVE DIRECTOR**

Michelle M. Mann

Dear Marilou,

This letter is to inform you that ten Board members' appointments will expire at the end of June. Each member desires reappointment to their current position on the Board. Please place them on the next available agenda.

Enclosed you will find resolutions for the following members:

- Deanna Baalman
- Debbie Bone-Harris
- Stephen Harrell
- Debbie Hovley
- Mike Mitchell
- Rick Peenstra
- Gerry Ringwood
- Karen Wieda
- Commissioner Rick Miller
- Commissioner Claude Oliver

Please return one signed original resolution addressed to my attention.

If you have any questions please give me a call.

Sincerely,

Sylvia Duran  
Projects Coordinator

Enc.

**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF DEANNA BAALMAN TO THE  
BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Deanna Baalman on the Benton-Franklin Workforce Development Council, Position B-9 which represents Private Sector Business, expires on June 30, 2008, and

**WHEREAS**, Deanna Baalman, 3600 Eastlake Dr., West Richland, WA 99353, has expressed her interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-9 Private Sector Business; **NOW, THEREFORE,**

**BE IT RESOLVED** that Deanna Baalman is hereby reappointed, as of July 1, 2008 to fill the B-9 position for Private Sector Business representation, said term expiring on June 30, 2011.

Dated \_\_\_\_\_

Attest:

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

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

**IN THE MATTER OF REAPPOINTMENT OF DEBBIE BONE HARRIS TO THE  
BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Debbie Bone Harris on the Benton-Franklin Workforce Development Council, Position F-22 which represents Private Sector Business, expires on June 30, 2008, and

**WHEREAS**, Debbie Bone Harris, 1411 W. Clark, Pasco, WA 99301, has expressed her interest and willingness to be reappointed as a member on the Workforce Development Council, Position F-22 Private Sector Business; **NOW, THEREFORE**,

**BE IT RESOLVED** that Debbie Bone Harris is hereby reappointed, as of July 1, 2008, to fill the F-22 position for Private Sector Business representation, said term expiring on June 30, 2011.

Dated \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

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

**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF STEPHEN HARRELL TO THE  
BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Stephen Harrell on the Benton-Franklin Workforce Development Council, Position B-21 which represents Community Based Organizations expires on June 30, 2008, and

**WHEREAS**, Stephen Harrell, 1215 West Lewis Street, Pasco, WA 99301, has expressed his interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-21 Community Based Organization; **NOW, THEREFORE**,

**BE IT RESOLVED** that Stephen Harrell is hereby reappointed, as of July 1, 2008 to fill the B-21 position for Community Based Organization representation, said term expiring on June 30, 2011.

Dated \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

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

**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF DEBRA HOVLEY TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Debra Hovley on the Benton-Franklin Workforce Development Council, Position F-17 which represents Private Sector Business, expires on June 30, 2008, and

**WHEREAS**, Debra Hovley, 1981 Snyder, MSIN G3-62, Richland, WA 99352, has expressed her interest and willingness to be reappointed as a member on the Workforce Development Council, Position F-17 Private Sector Business; **NOW, THEREFORE**,

**BE IT RESOLVED** that Debra Hovley is hereby reappointed, as of July 1, 2008 to fill the F-17 position for Private Sector Business representation, said term expiring on June 30, 2011.

Dated \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

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

**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

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

**IN THE MATTER OF REAPPOINTMENT OF MIKE MITCHELL TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Mike Mitchell on the Benton-Franklin Workforce  
Development Council, Position F-18 which represents Labor, expires on June 30, 2008, and

**WHEREAS**, Mike Mitchell, 2011 W. Yakima, Pasco, WA 99301, has expressed his interest and  
willingness to be reappointed as a member on the Workforce Development Council, Position F-  
18 Labor; **NOW, THEREFORE,**

**BE IT RESOLVED** that Mike Mitchell is hereby reappointed, as of July 1, 2008 to fill the F-18  
position for Labor representation, said term expiring on June 30, 2011.

Dated \_\_\_\_\_

Attest:

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners of  
Benton County,  
Washington

**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF RICK PEENSTRA TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Rick Peenstra on the Benton-Franklin Workforce Development Council, Position B-5 which represents Private Sector Business, expires on June 30, 2008, and

**WHEREAS**, Rick Peenstra, Community First Bank, 6401 W. Clearwater Avenue, Kennewick, WA 99336, has expressed his interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-5 Private Sector Business; **NOW, THEREFORE,**

**BE IT RESOLVED** that Rick Peenstra is hereby reappointed, as of July 1, 2008 to fill the B-5 position for Private Sector Business representation, said term expiring on June 30, 2011.

Dated \_\_\_\_\_

\_\_\_\_\_

Chairman of the Board

Attest:

\_\_\_\_\_

Member

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

\_\_\_\_\_

Member

Constituting the Board of Commissioners of  
Benton County,  
Washington

**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF GERRY RINGWOOD TO THE  
BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Gerry Ringwood on the Benton Franklin Workforce Development Council, Position B-26 which represents Education K-12, expires on June 30, 2008, and

**WHEREAS**, Gerry Ringwood, 5929 W. Metaline Ave., Kennewick, Washington 99336, has expressed his interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-26 Education K-12; **NOW, THEREFORE**,

**BE IT RESOLVED** that Gerry Ringwood is hereby reappointed, as of July 1, 2008, to fill the Position B-26, which represents Education K-12, said term expiring on June 30, 2011.

Dated \_\_\_\_\_

Attest:

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF KAREN WIEDA TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Karen Wieda on the Benton-Franklin Workforce Development Council, Position B-3 which represents Private Sector Business, expires on June 30, 2008, and

**WHEREAS**, Karen Wieda, PO Box 999 MS K1-12, Richland, WA 99353, has expressed her interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-3 Private Sector Business; **NOW, THEREFORE**,

**BE IT RESOLVED** that Karen Wieda is hereby reappointed, as of July 1, 2008, to fill Position B-3 which represents Private Sector Business, said term expiring on June 30, 2011.

Dated \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

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

**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF RICK MILLER TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Rick Miller on the Benton Franklin Workforce Development Council, Position B-29 representing Economic Development, expires on June 30, 2008, and

**WHEREAS**, Rick Miller, 1016 N. 4<sup>th</sup>, Pasco, WA 99301, has expressed his interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-29 Economic Development; **NOW, THEREFORE,**

**BE IT RESOLVED** that Rick Miller is hereby reappointed, as of July 1, 2008, to fill the Position B-29, which represents Economic Development, said term expiring on June 30, 2011.

Dated \_\_\_\_\_

Attest:

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners of  
Benton County,  
Washington

**BENTON COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSONERS OF BENTON COUNTY,  
WASHINGTON;**

**IN THE MATTER OF REAPPOINTMENT OF CLAUDE OLIVER TO THE BENTON-  
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

**WHEREAS**, the term of office for Claude Oliver on the Benton-Franklin Workforce Development Council, Position B-28 which represents Economic Development, expires on June 30, 2008, and

**WHEREAS**, Claude Oliver, PO Box 190, Prosser, WA, 99350 has expressed his interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-28, Economic Development; **NOW, THEREFORE**,

**BE IT RESOLVED** that Claude Oliver is hereby reappointed, as of July 1, 2008 to fill the B-28 position for Economic Development representation, said term expiring on June 30, 2011.

Dated \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
Member

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

\_\_\_\_\_  
Member

Constituting the Board of Commissioners of  
Benton County,  
Washington

9:05

**From:** Cami McKenzie  
**To:** Small, Lisa  
**Date:** 6/3/2008 1:00:37 PM  
**Subject:** Fwd: One Year Road Program

Lisa: Please include this email in the books for the 9:05 agenda item. Thanks.

>>> Ross Dunfee 6/3/2008 12:19 PM >>>

After checking with Counsel I have the following answer concerning changes to the One Year Road Program. The final paragraph of RCW 36.81.130 reads "The final road plan for the fiscal year shall not thereafter be changed except by unanimous vote of the county legislative authority." On May 27 the Board approved Resolution 08-539 with a two Yea, one Na vote. The resolution was intended to substitute Sellards Rd. for King Tull RD. Even though the resolution was approved, the 2008 Road Program was not changed because the vote was not unanimous. This resulted is an approved resolution but the Road Program was not changed and King Tull Road remained on the 2008 Road Program. On June 2 the Board approved Resolution 08-549 with a two Yea, one Na vote. This resolution was intended to rescind Resolution 08-539 and include Sellards Rd. as a 2008 emergent project. The result is an approved resolution that rescinded Resolution 08-539 and resulted in no change to the 2008 Road Program, leaving King Tull Rd. in the 2008 Road Program. Additionally, Sellards Rd. is now an emergent project.

Please give me a call if you have any questions.

Ross

153107 ORIGINAL

R E S O L U T I O N 0 8 5 3 8

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AMENDING THE 2008 ONE YEAR ROAD PROGRAM FOR HESS ROAD BRIDGE IMPROVEMENTS

WHEREAS, Benton County desires to improve the two bridges on Hess Road; NOW, THEREFORE,

BE IT RESOLVED that the One Year Road Program for 2008 shall be amended to include expenditures of \$50,000.00 for improvements to two bridges on Hess Road as an emergent project.

Dated this 27th day of May, 2008.

*Charles L. Olson*

Chairman of the Board.

MAX E. BENITZ, JR. - OPPOSED

Chairman Pro-Tem.

*Do M. Beeman*

Member.

Attest:

*Carmel M. [Signature]*  
Clerk of the Board

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

RBD:LJM:dlh

ORIGINAL

RESOLUTION 08 539

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AMENDING THE 2008 ONE YEAR ROAD PROGRAM FOR SELLARDS ROAD IMPROVEMENTS

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

WHEREAS, the improvement of King Tull Road, from Hinzerling Road to Pioneer Road has been tabled; NOW, THEREFORE,

BE IT RESOLVED that the One Year Road Program for 2008 shall be amended to include expenditures of \$10,000.00 for the Sellards Road project, and eliminate the expenditure for King Tull Road by \$10,000.00.

Dated this 27th day of May, 2008.

*Charles L. Olson*

Chairman of the Board.

MAX E. BENITZ, JR. OPPOSED

Chairman Pro-Tem.

*Leo M. Bouman*

Member.

Attest:

*Conu Mat...*  
Clerk of the Board

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

RBD:LJM:dlh

ORIGINAL

**R E S O L U T I O N    08 540**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AMENDING THE 2008 ONE YEAR ROAD PROGRAM FOR LESLIE ROAD IMPROVEMENTS

WHEREAS, Benton County desires to improve their portion of Leslie Road; and

WHEREAS, a Joint Agreement by and between the City of Richland, City of Kennewick, and Benton County has been approved for said improvements; NOW, THEREFORE,

BE IT RESOLVED that the One Year Road Program for 2008 shall be amended to include expenditures of \$30,000.00 for the Leslie Road project, and reduce the expenditure for Emergent Projects by \$30,000.00.

Dated this 27th day of May, 2008.

*Charles R. Olson*

Chairman of the Board.

MAX E. BENITEZ **OPPOSED**

Chairman Pro-Tem.

*Leo M. Bauman*

Member.

Attest:

*Camille M. [Signature]*  
Clerk of the Board

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

RBD:LJM:dlh

ORIGINAL

R E S O L U T I O N 0 8 5 4 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 Resolution 08-539 be rescinded, and 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.

*Charles R. Olson*

Chairman of the Board.

MAX E. BENITZ, JR. - OPPOSED

Chairman Pro-Tem.

*Leo M. Beueman*

Member.

Attest:

*Camille de*  
Clerk of the Board

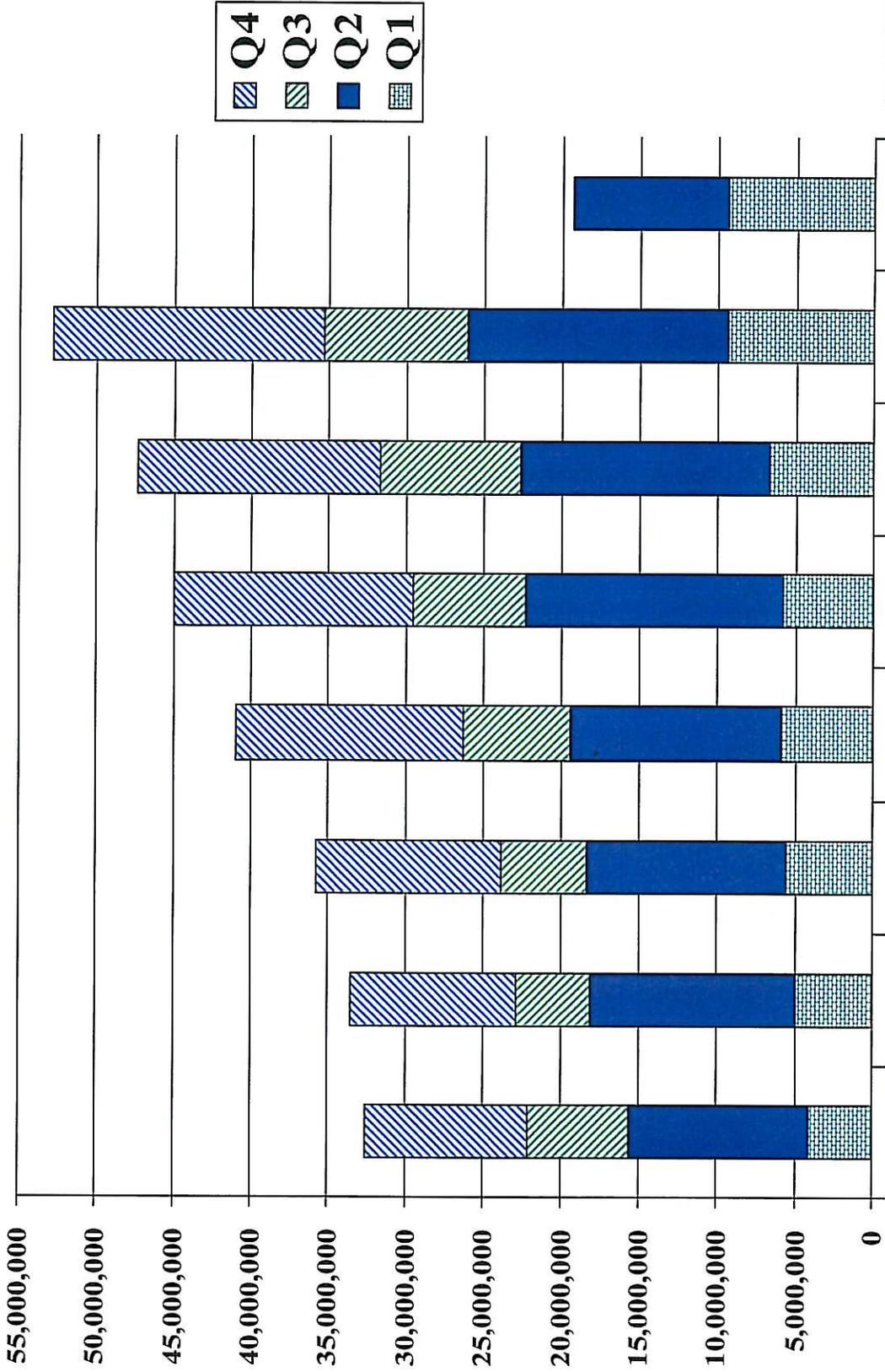
Constituting the Board of County Commissioners of Benton County, Washington.

RBD:LJM:dlh

Benton County  
Financial Analysis  
For the Month Ending April 30, 2008

9:10

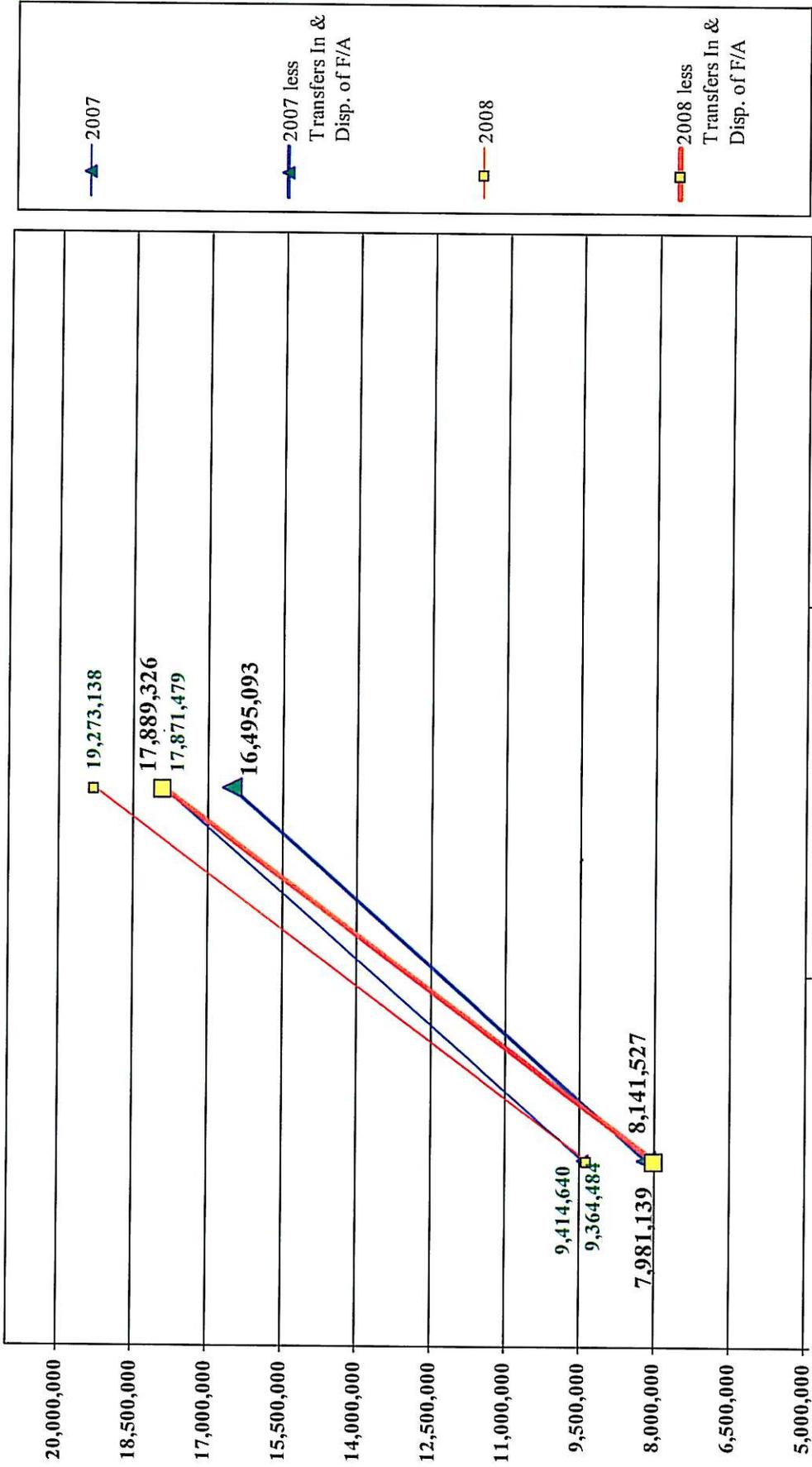
# Current Expense Quarterly Revenue Comparison in \$



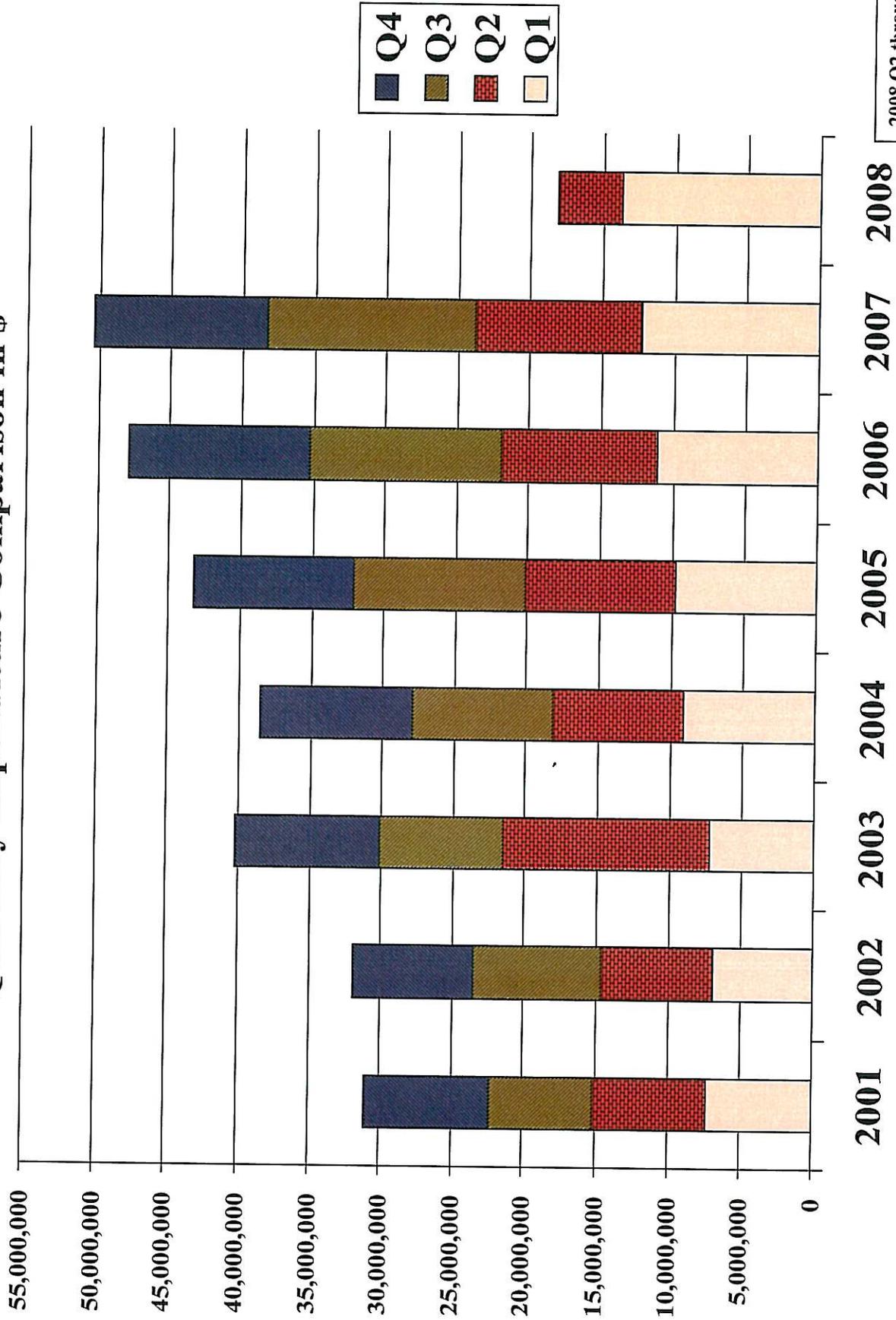
2008 Q2 through  
April 30th.

2001 2002 2003 2004 2005 2006 2007 2008

# Current Expense - Cumulative Revenue Comparisons in \$

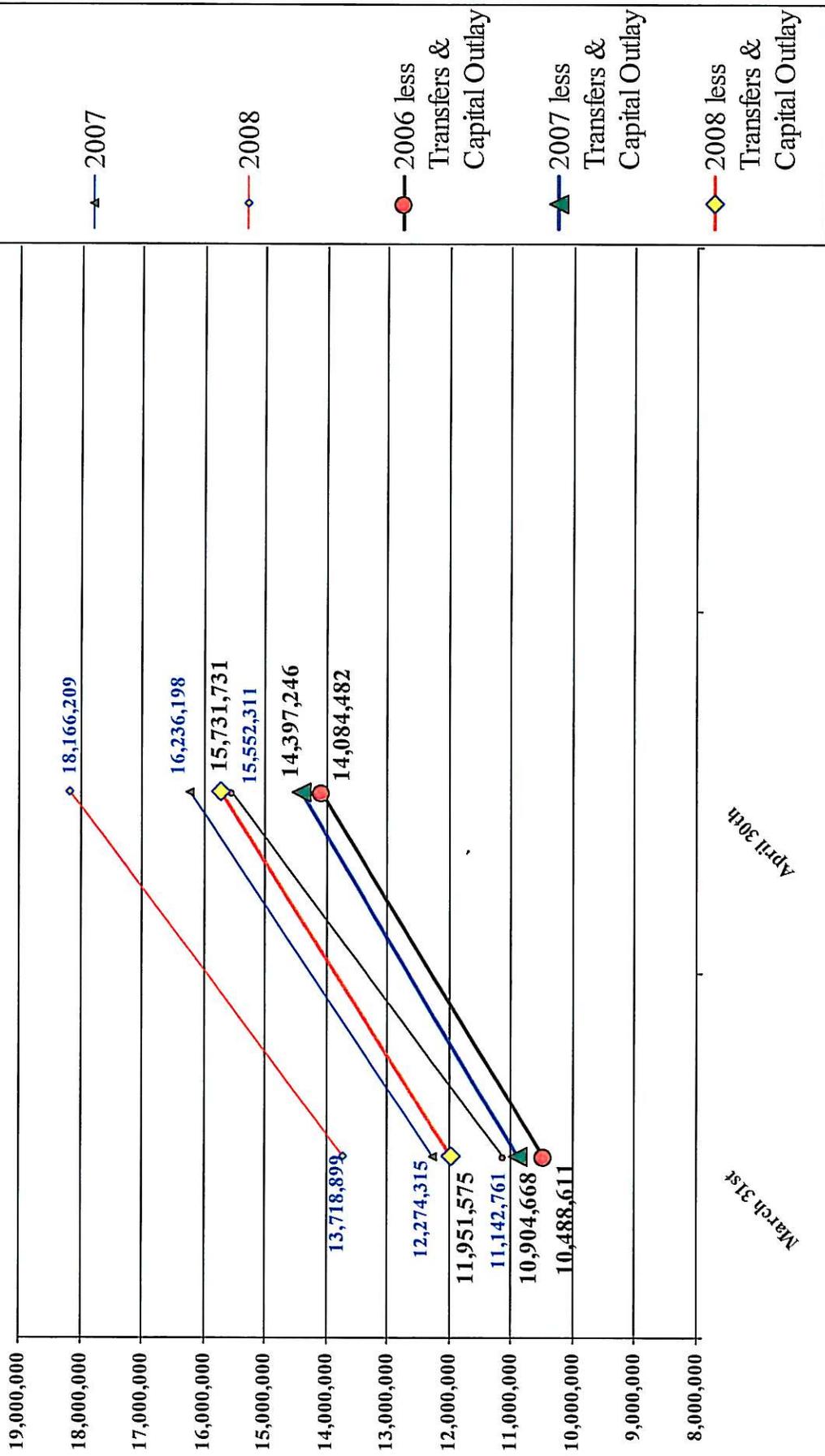


# Current Expenditure Quarterly Expenditure Comparison in \$

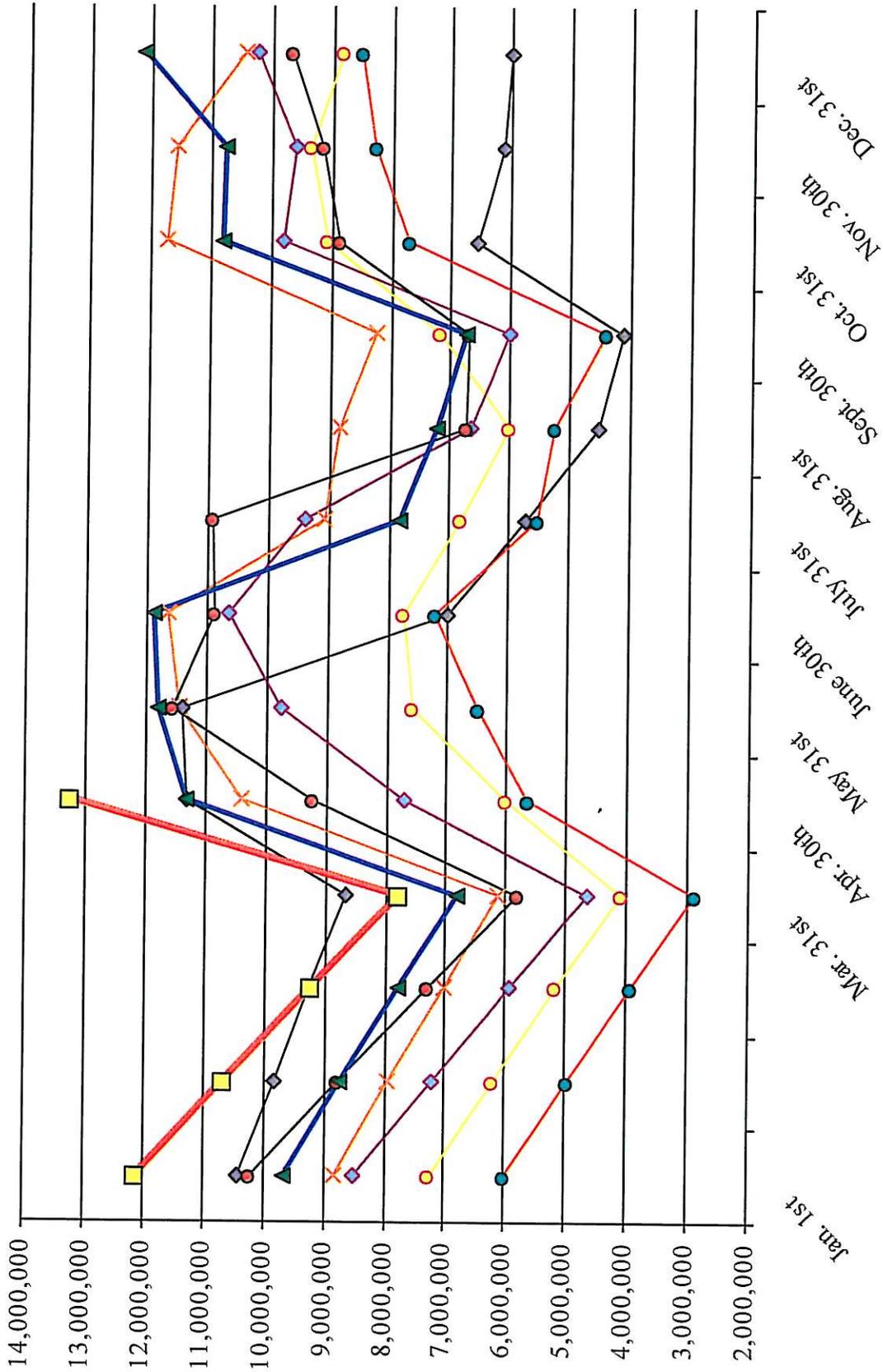


2008 Q2 through  
April 30th.

# Current Expense Cumulative Expenditures Comparisons in \$

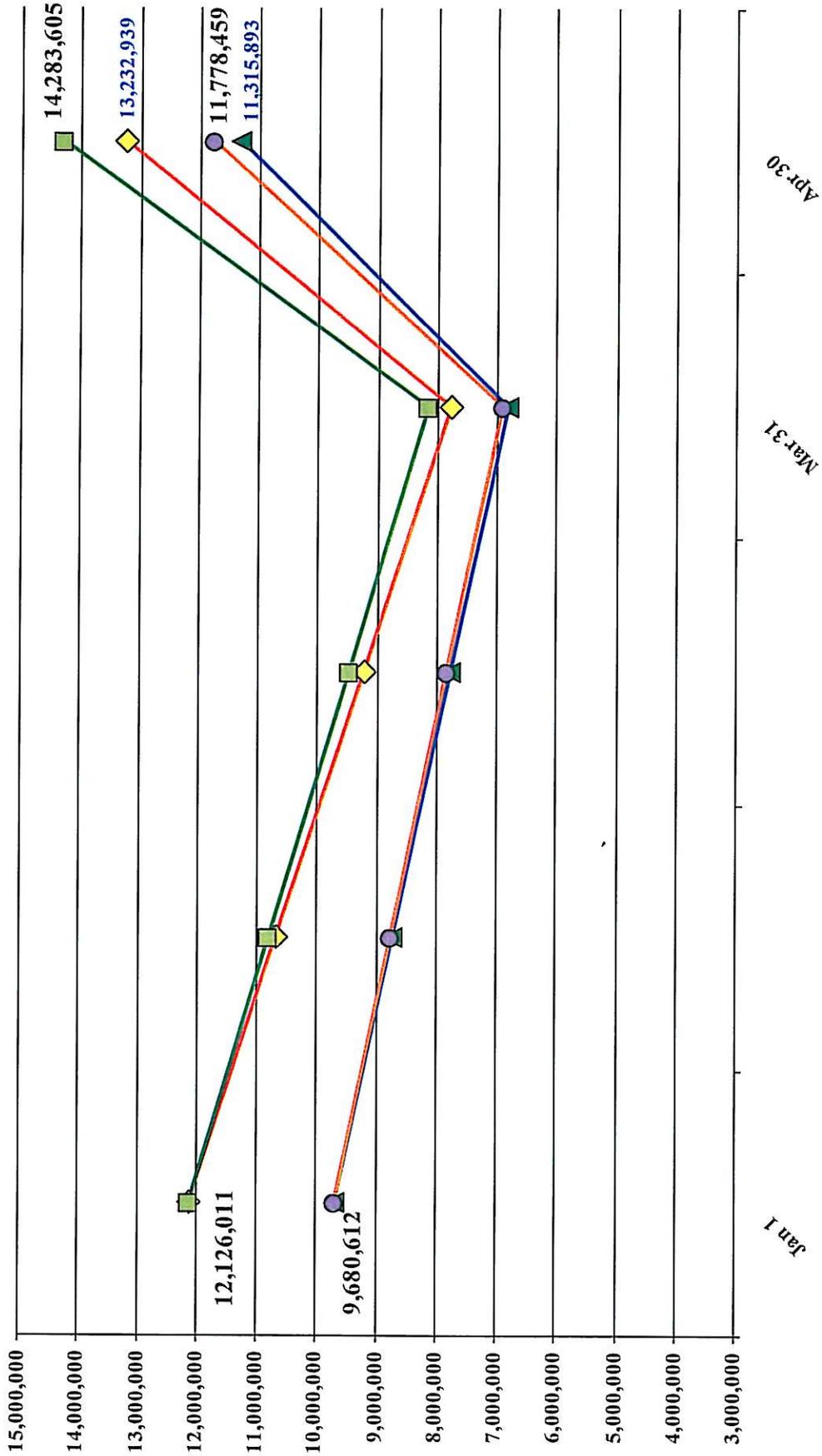


# Current Expense Fund Balance Trends in \$



- 2001
- 2002
- 2003
- 2004
- 2005
- 2006
- 2007
- 2008

# Current Expense - Fund Balance Analysis in \$



▲ 2007  
● 2007 plus Transfers Out & Capital Outlay, less Transfers In & Disposition of F/A  
◆ 2008  
■ 2008 plus Transfers Out & Capital Outlay, less Transfers In & Disposition of F/A

# CURRENT EXPENSE

## FUND BALANCE COMPARISON

	2001	2002	2003	2004	2005	2006	2007	2008
Actual Beginning Fund Balance	\$ 7,260,245	\$ 8,834,272	\$ 10,423,114	\$ 5,994,906	\$ 8,510,304	\$ 10,242,415	\$ 9,680,612	\$ 12,126,011
Budgeted Revenues	30,426,780	31,773,974	36,170,700	39,741,192	41,338,152	43,887,926	47,916,333	51,184,162
Budgeted Expenditures	(32,670,700)	(34,119,930)	(42,554,202)	(40,072,453)	(44,589,550)	(49,141,700)	(51,862,651)	(51,591,551)
Budgeted Year-end Fund Balance	5,016,325	6,488,316	4,039,612	5,663,645	5,258,906	4,988,641	5,734,294	\$ 11,718,622
Revenue Over (Under)	2,183,286	1,759,882	(414,152)	1,266,369	3,608,164	3,452,112	4,905,146	
Expenditures Over (Under)	(1,634,661)	(2,174,916)	(2,369,446)	(1,580,290)	(1,375,345)	(1,239,859)	(1,486,571)	
Actual Year-end Fund Balance	\$8,834,272	\$10,423,114	\$5,994,906	\$8,510,304	\$10,242,415	\$9,680,612	\$12,126,011	
Over (Under) Budgeted Fund Balance	\$ 3,817,947	\$ 3,934,798	\$ 1,955,294	\$ 2,846,659	\$ 4,983,509	\$ 4,691,971	\$ 6,391,717	
% Over (Under)	76.1%	60.6%	48.4%	50.3%	94.8%	94.1%	111.5%	
% Over (Under) Revenues	7.2%	5.5%	(1.1%)	3.2%	8.7%	7.9%	10.2%	
% Over (Under) Expenditures	(5.0%)	(6.4%)	(5.6%)	(3.9%)	(3.1%)	(2.5%)	(2.9%)	

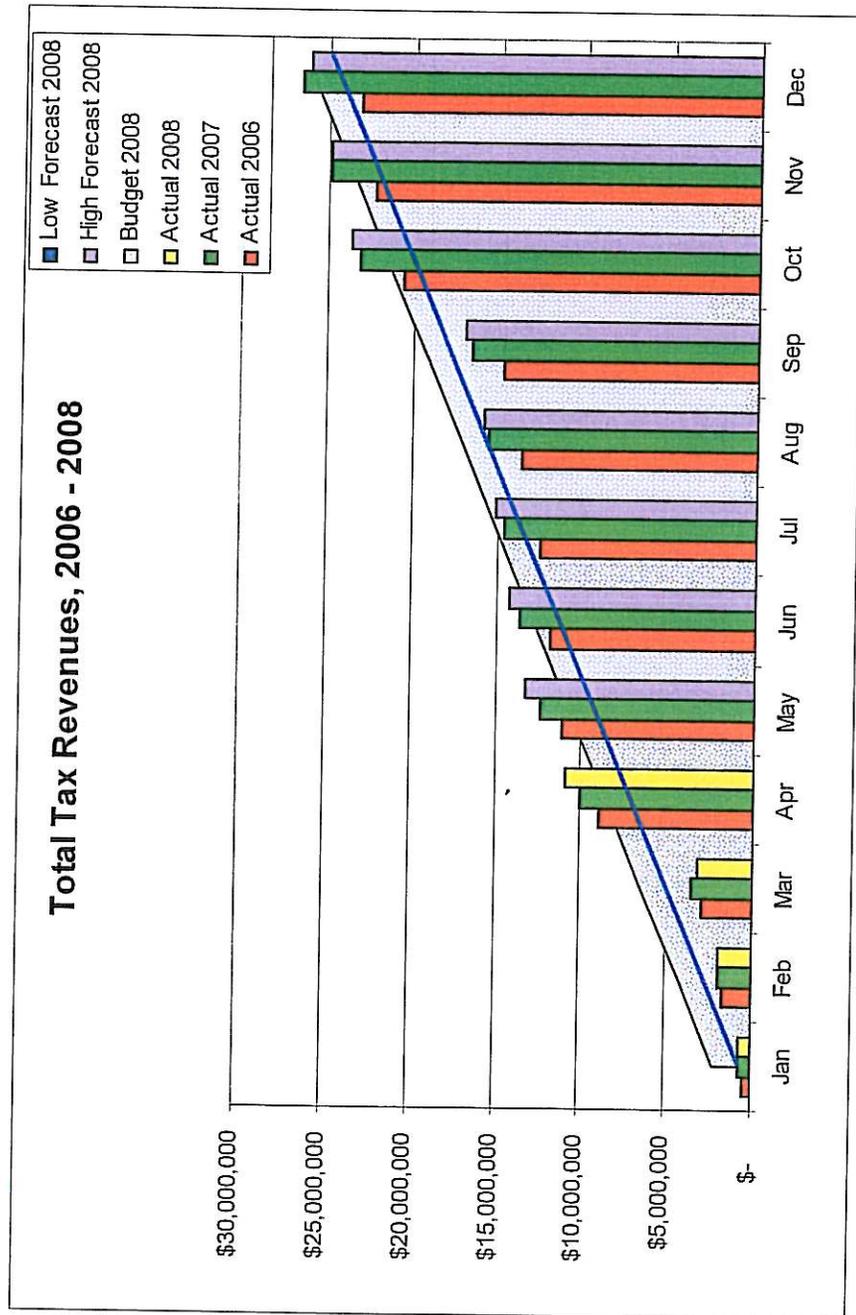


# Benton County

## 2008 Revenue Budget to Actuals \*

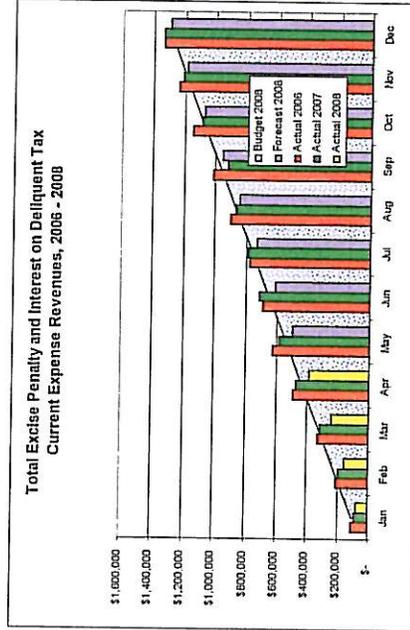
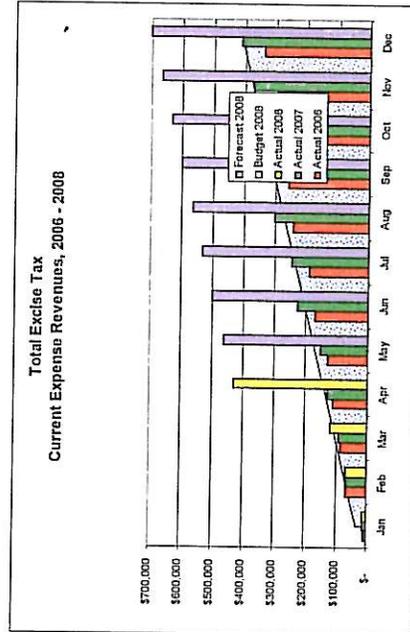
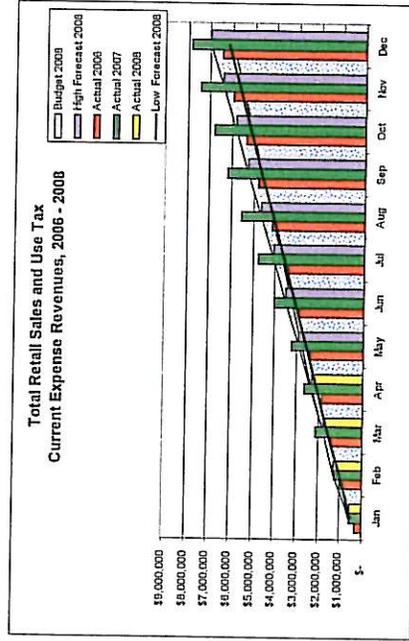
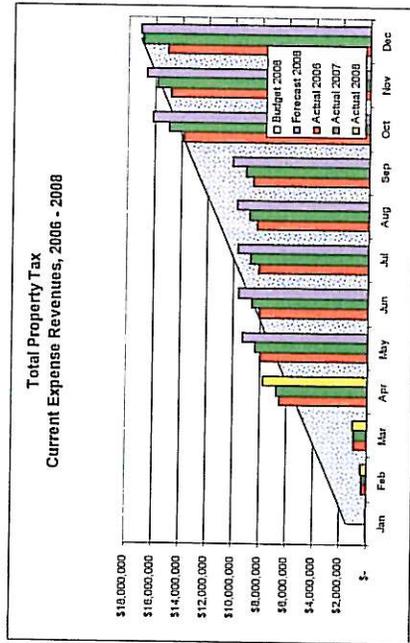
(Monthly Financial Report pg 16 – Total Tax Revenues)

(\* includes Monthly Accruals & Receivables Aging)



# Benton County

## 2008 Revenue Budget to Actuals \* (Monthly Financial Report pg 16 – Tax Categories) (\* includes Monthly Accruals & Receivables Aging)

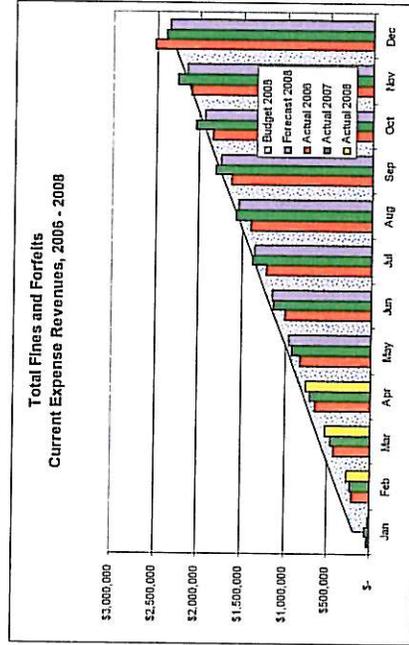
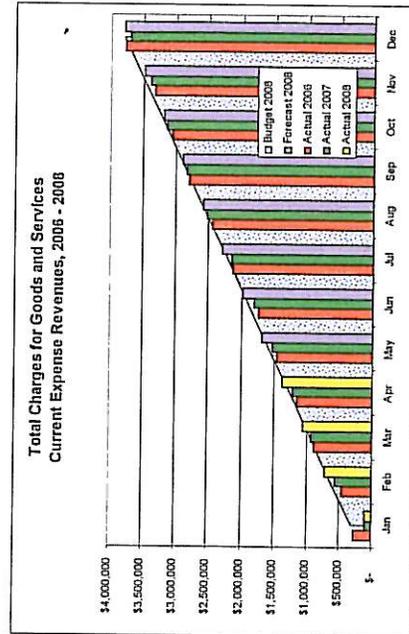
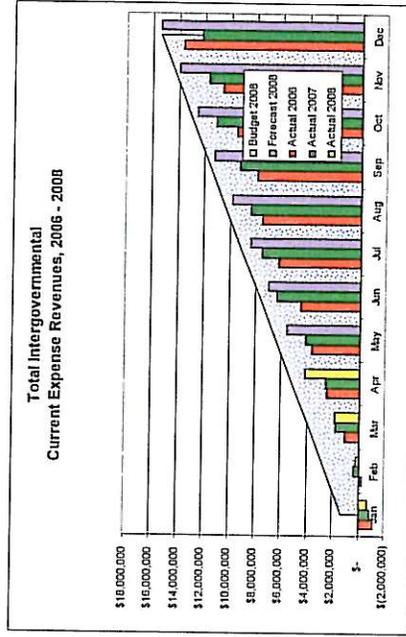
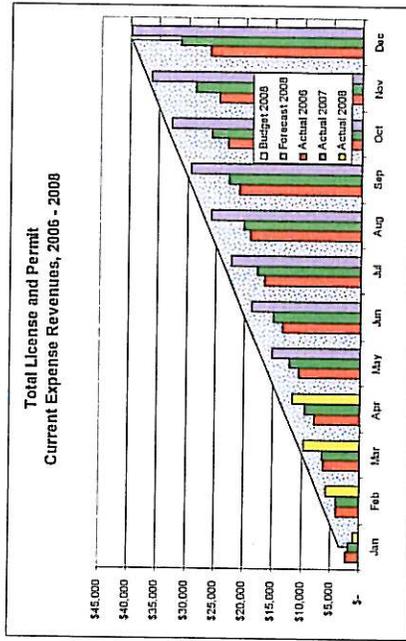


# Benton County

## 2008 Revenue Budget to Actuals \*

(Monthly Financial Report pgs 16-17 – Total Other Revenue)

(\* includes Monthly Accruals & Receivables Aging)

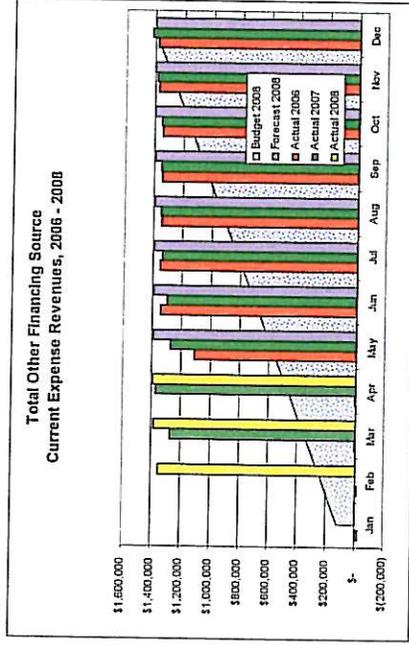
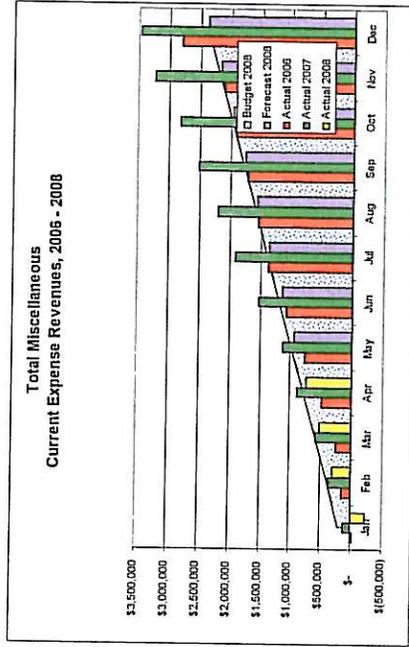


# Benton County

## 2008 Revenue Budget to Actuals \*

(Monthly Financial Report pg 17 – Total Other Revenue)

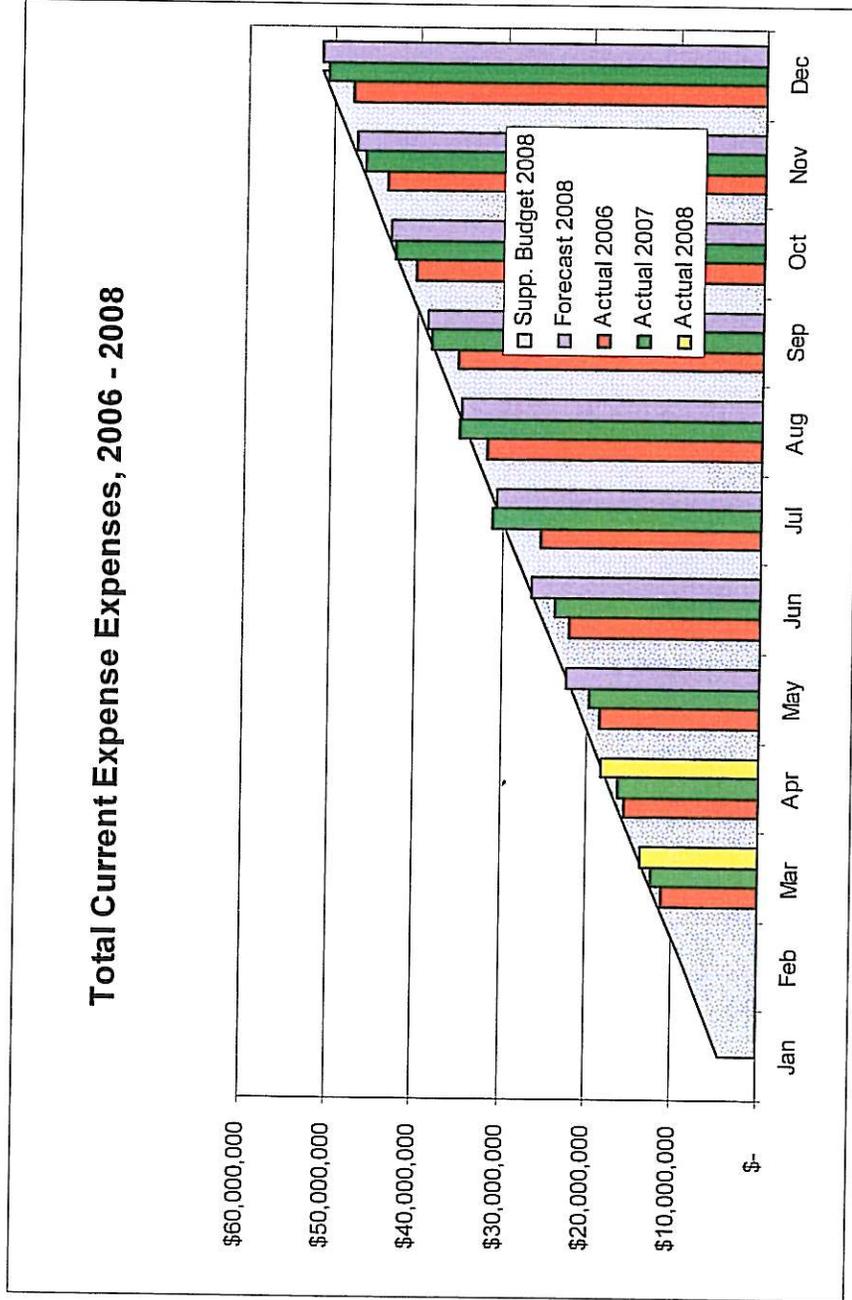
(\* includes Monthly Accruals & Receivables Aging)



# Benton County

## 2008 Expenditures Budget to Actuals

(Monthly Financial Report pg 25 – Total Expenditures)



Questions?

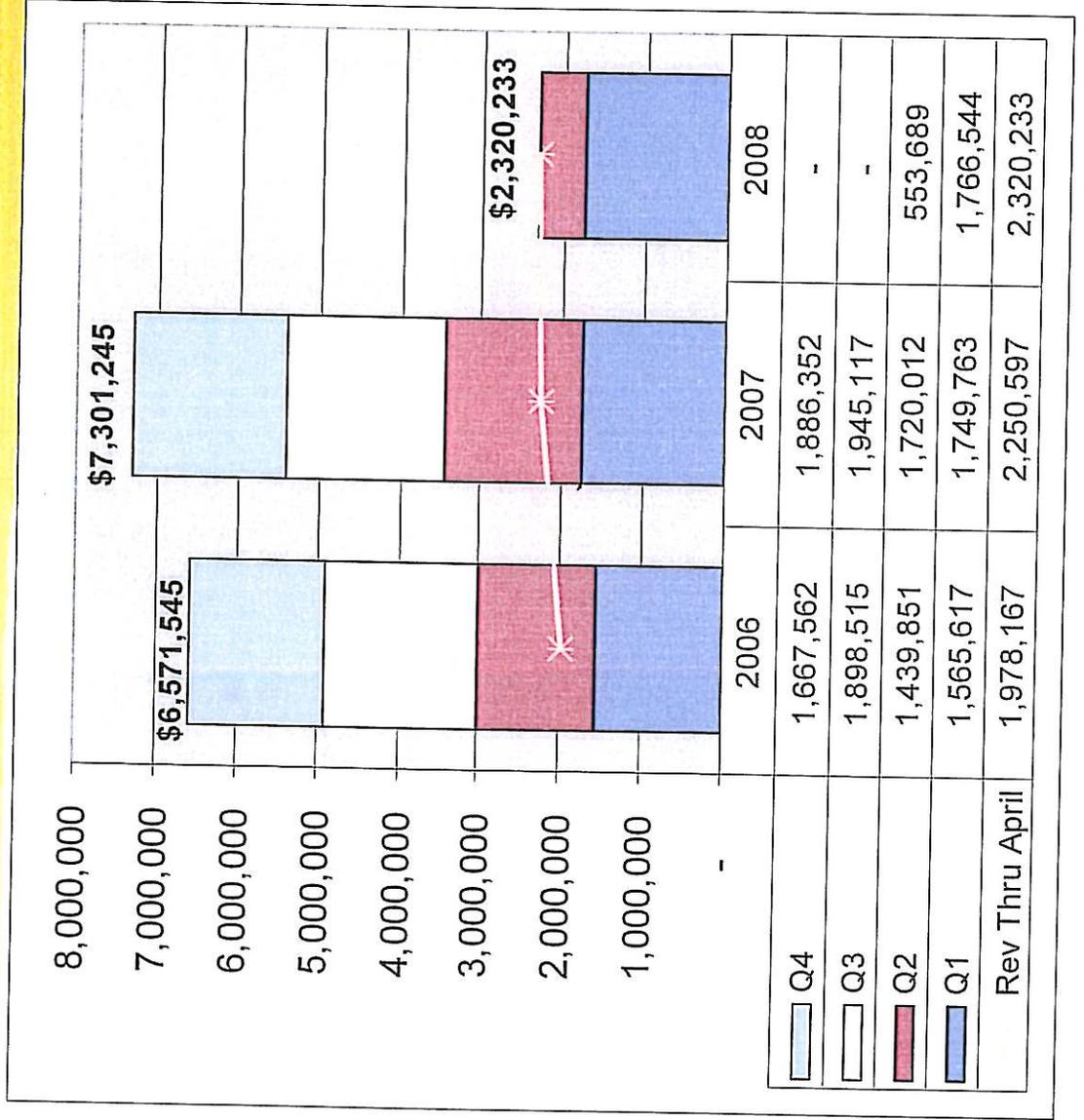
# **Retail Sales & Use Tax**

## **Period Ending 4/30/08**



Presented By: Erhiza Rivera  
Benton County Treasurer's Office

# Total Retail Sales & Use Tax - Revenue Comparison to Prior Years



⌘ \$69,636 (3.1%)  
Increase from  
Prior Yr 2007  
Period

⌘ 1X Adjustments  
Excluded:

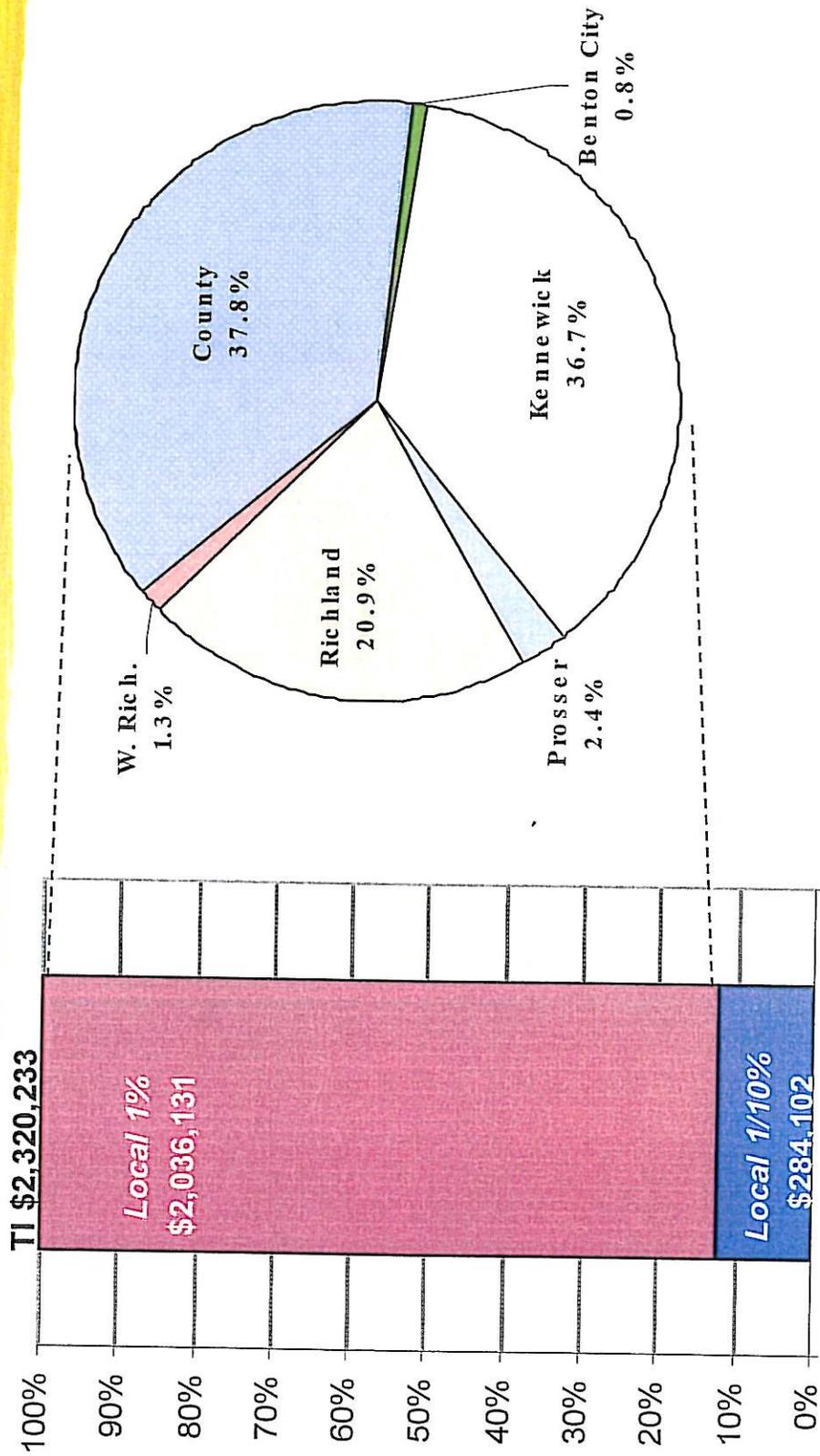
⌘ \$370,693  
Q1/07

⌘ \$159,153  
Q2/07

⌘ \$232,090  
Q3/07

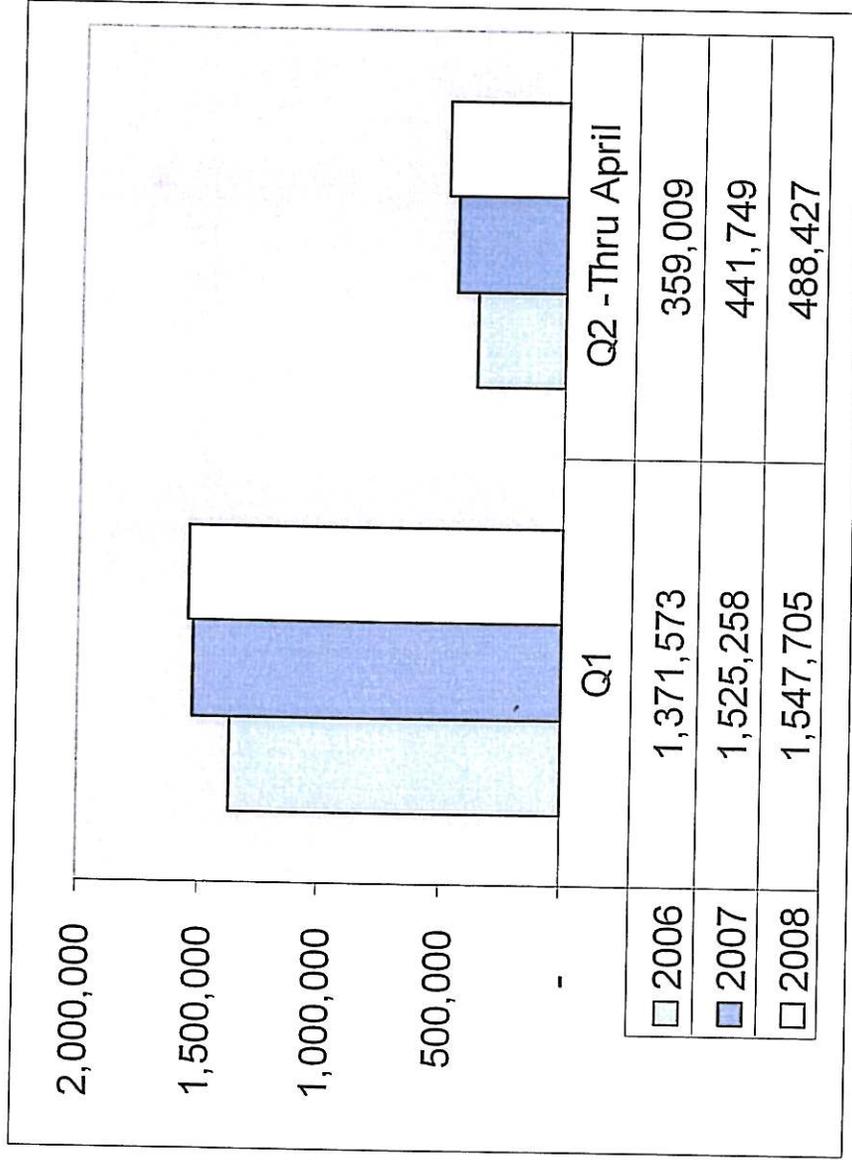
⌘ Credit \$112,598  
Q1/06

# 2008 Revenue Distribution Thru April - By Source & Location

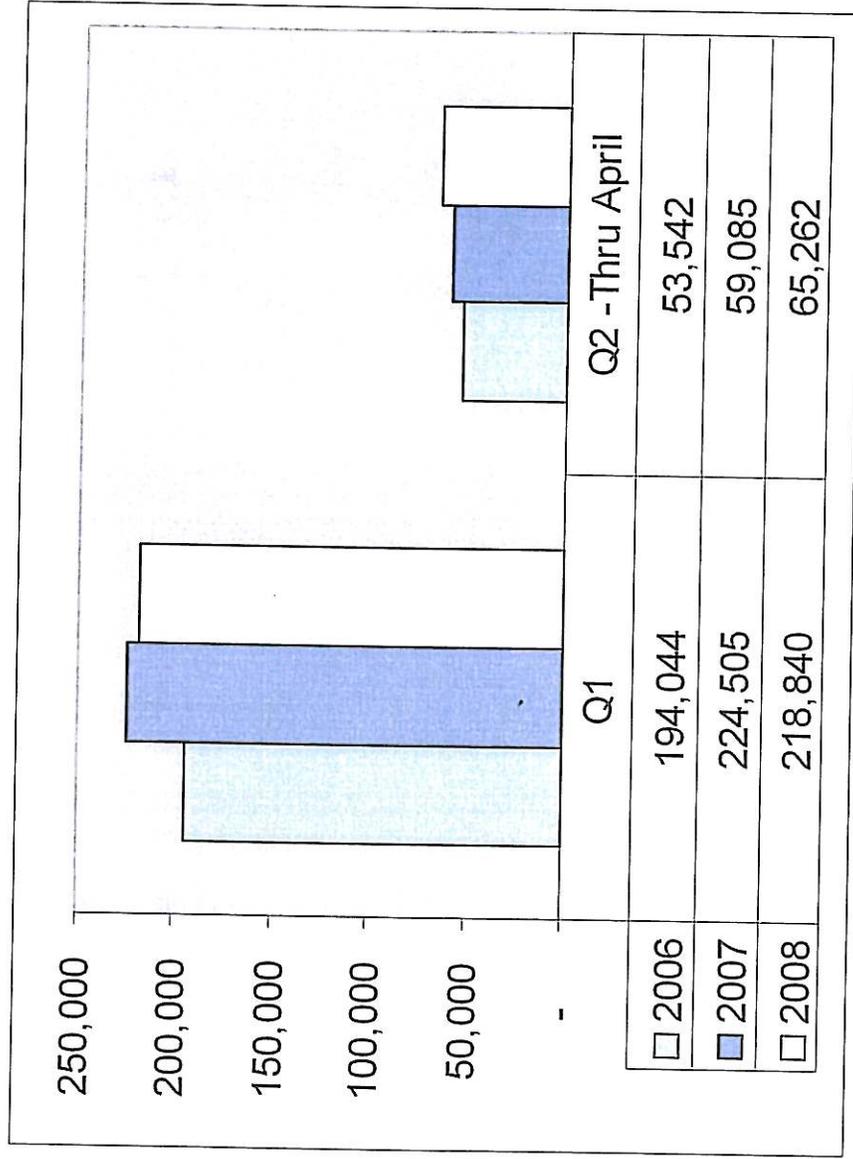


2008

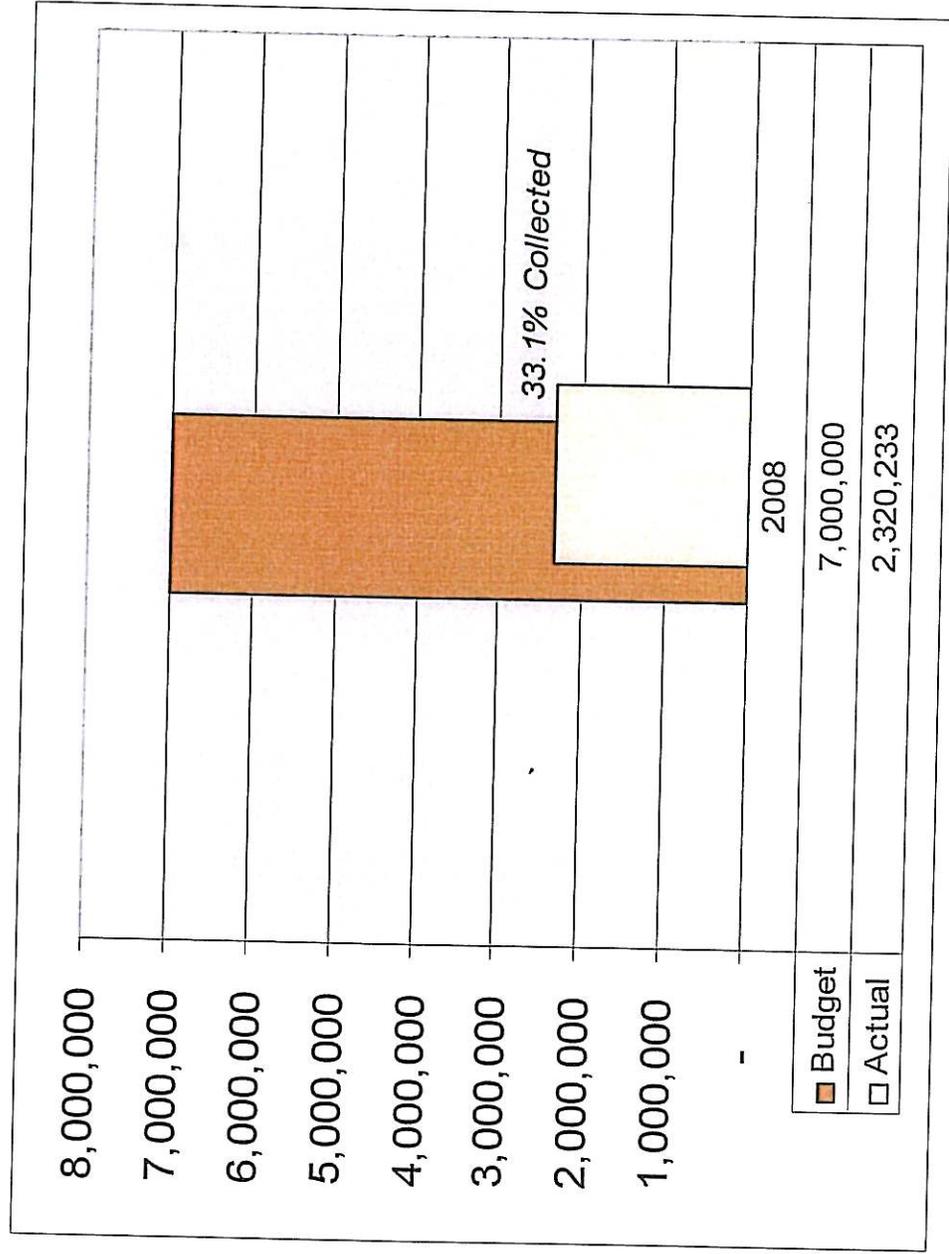
# Local 1%: Comparison to Prior Periods



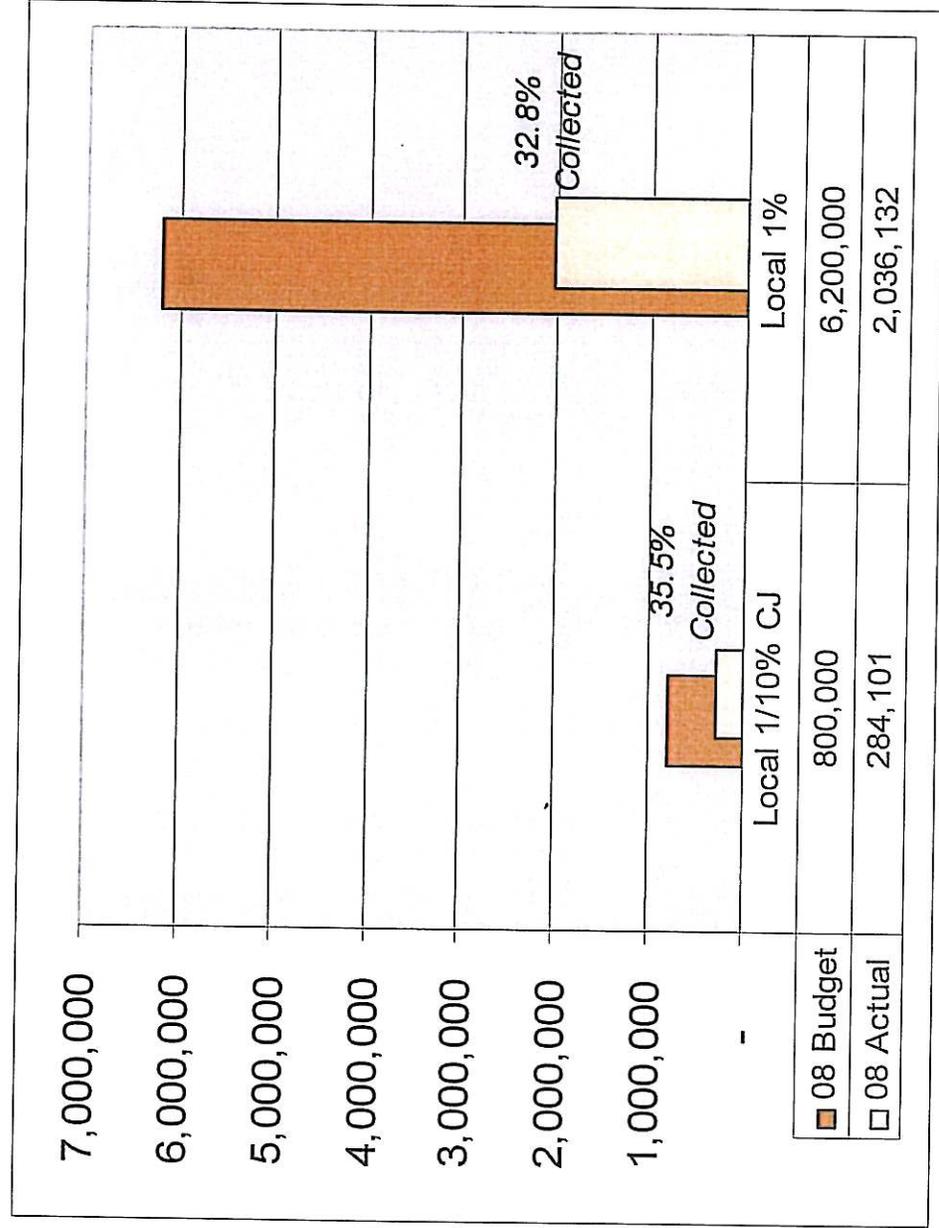
# Local 1/10% CJ: Comparison to Prior Periods



# Total Retail Sales & Use Tax: Budget to Actual



# Local 1% & 1/10%: 2008 Budget to Actual



Questions?



# Benton County

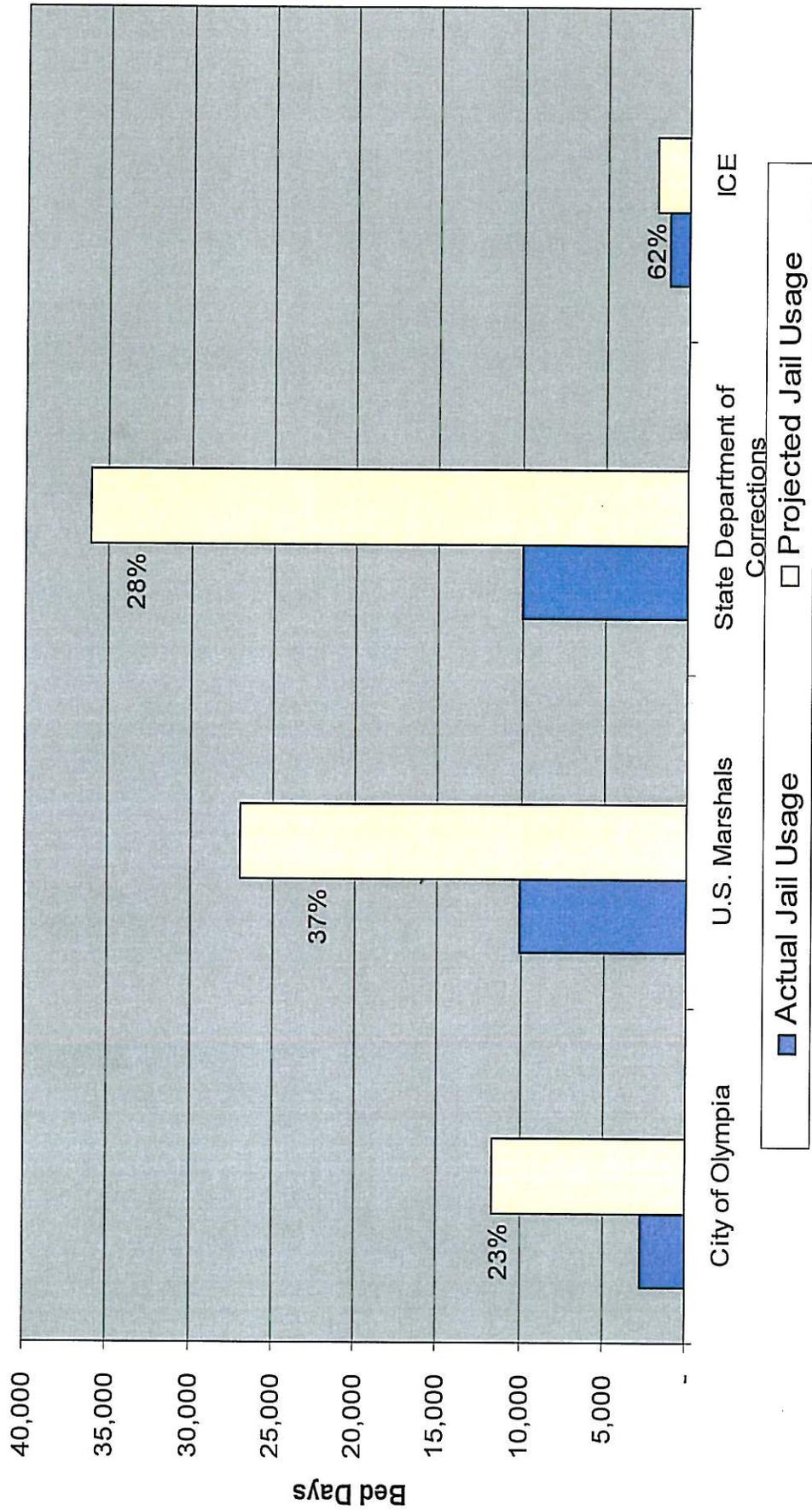
## Jail Contract Housing

April 30<sup>th</sup> 2008 Actuals vs. Projections

2008 Contract Housing Actual Revenue:			
	Actuals/Bills Outstanding**	2008 Contract Projection***	Percentage Received
City of Olympia	\$ 167,140	\$ 712,480	23%
U.S. Marshals	693,933	1,860,861	37%
State Department of Corrections	563,072	2,043,982	28%
ICE	85,698	138,000	62%
Total Jail Revenue	1,509,843	4,755,323	32%
2008 Contract Housing Actual Expenditures:			
Contract Housing*	(1,265,395)	(3,835,300)	33%
5% Administration Charge	(63,270)	(191,765)	33%
Total Contract Housing	(1,328,664)	(4,027,065)	33%
Net Income/(Loss)	\$ 181,179	\$ 728,258	25%
*Contract Housing equals 27% of Actuals and Budget.			
**Note - Due to both timing and the terms for each contract, not all invoiced amounts have been received.			
***Note - Contract revenue projections found in 2007 Benton County Jail Year End Summary Report.			

# Benton County Contract Agencies Bed Usage

as of April 30<sup>th</sup> 2008



# Benton County Local Municipalities

as of April 30<sup>th</sup> 2008

2008 Jail Actual Expenditures:*	EDEN Actuals	Adjusted Budget	Percentage Received
523.200 Jail Operations	\$ 2,916,096	\$ 8,452,045	35%
523.210 Home Monitoring & Work Release	83,051	266,666	31%
523.600 Care of Prisoners	339,169	1,012,178	34%
523.930 Court Security	33,802	101,116	33%
539.500 Jail Physical Environment	165,987	580,846	29%
594.230 Capital Outlay	-	-	0%
5% Administration Charge	176,905	520,643	34%
Less: Jail Actual Revenue			
342-36-0001 Work Release-Inmate Portion	(72,983)	(239,000)	31%
342-36-0002 Home Monitoring	(34,523)	(135,000)	26%
342-36-0003 Medical Charges-Inmates	(14,375)	(45,000)	32%
342-36-0005 Medical Cost Recovery	(17,956)	(77,050)	23%
342-36-0006 SSA Information Fee	(5,400)	(24,000)	23%
342-36-0009 Professional Service Cost Recovery	(5,484)	(55,000)	10%
Total Jail Revenue	(150,721)	(575,050)	26%
Net Billable Expenditures	3,564,289	10,358,444	34%
Depreciation	58,740	178,000	33%
Less: 3rd Floor Jail Net (Income)/Loss	(181,179)	(728,258)	25%
Net Billable Charges	\$ 3,441,850	\$ 9,808,186	35%
*Jail Expenditures equals 73% of Actuals and Budget.			

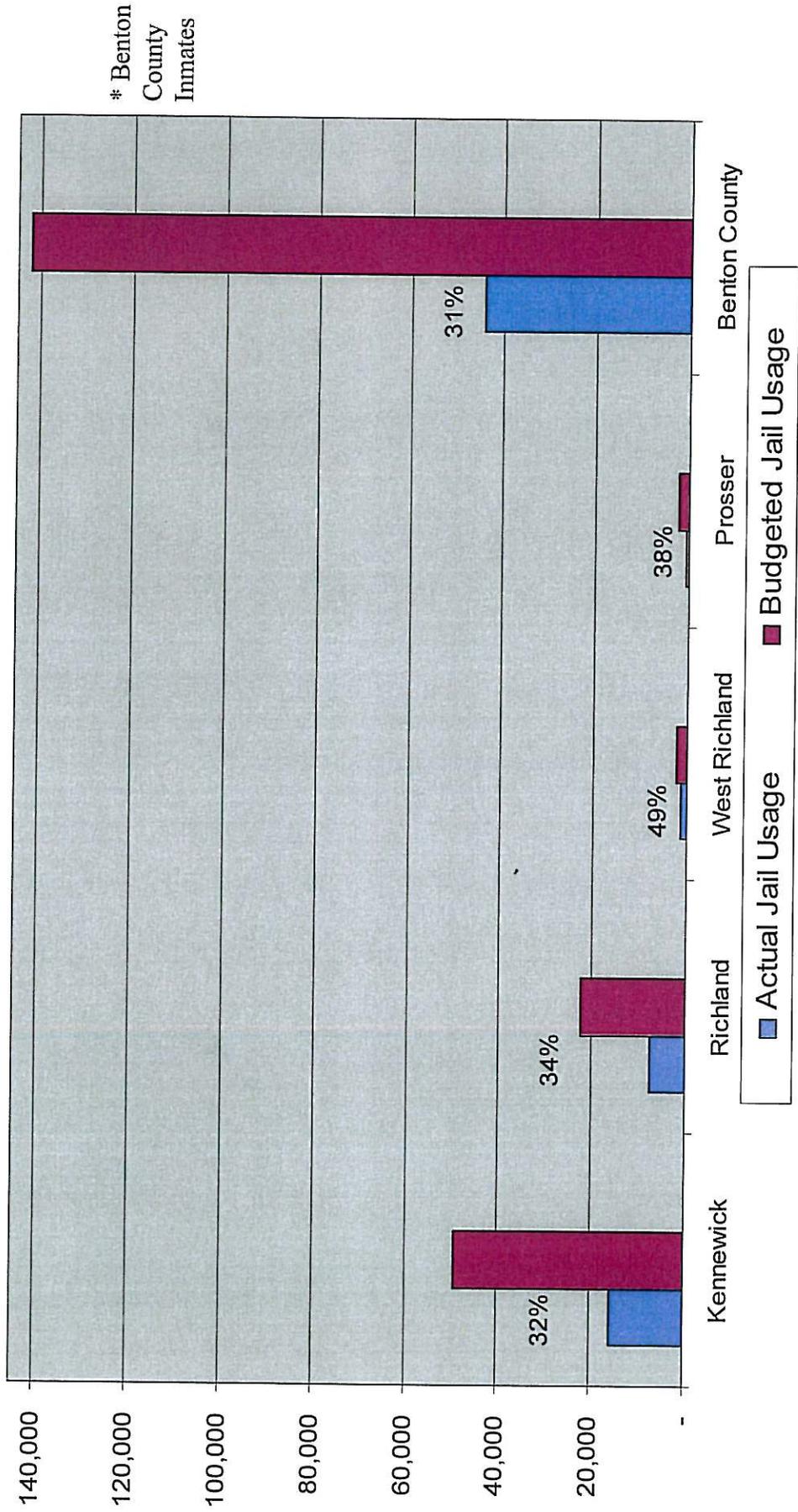
# Benton County Cost Per Bed Day

as of April 30<sup>th</sup> 2008

2008 Jail Billing (Actual Usage Including Work Release):			
	Actual Jail Usage	Budgeted Jail Usage	Percentage Received
Kennewick	15,716	49,224	32%
Richland	7,468	22,244	34%
West Richland	1,195	2,429	49%
Prosser	814	2,138	38%
Benton County	44,039	141,944	31%
<b>2008 Actual Totals</b>	<b>69,231</b>	<b>217,979</b>	<b>32%</b>
<b>2008 Estimated Cost per Prisoner Day (as of April 30th)</b>		\$ 49.72	
<b>2008 Billed Rate</b>		45.00	
<b>Difference</b>		\$ (4.72)	

# Benton County Local Bed Usage

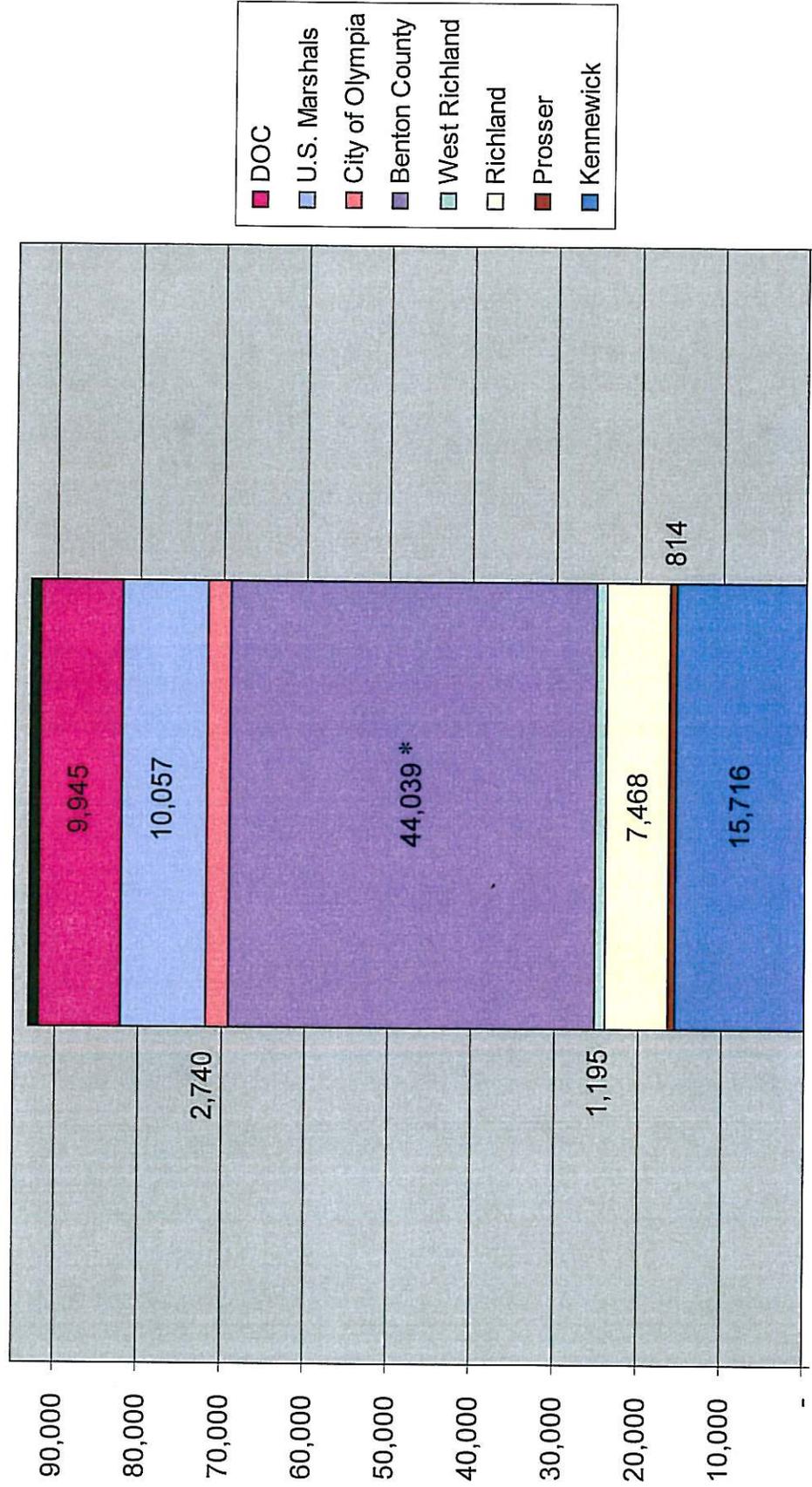
as of April 30<sup>th</sup> 2008



Percentage Reflects the Percentage of Actual Usage Over Budgeted Usage

\*Benton County bed usage includes County Misdemeanors, Metro, Juvenile, Out of County, and Felons

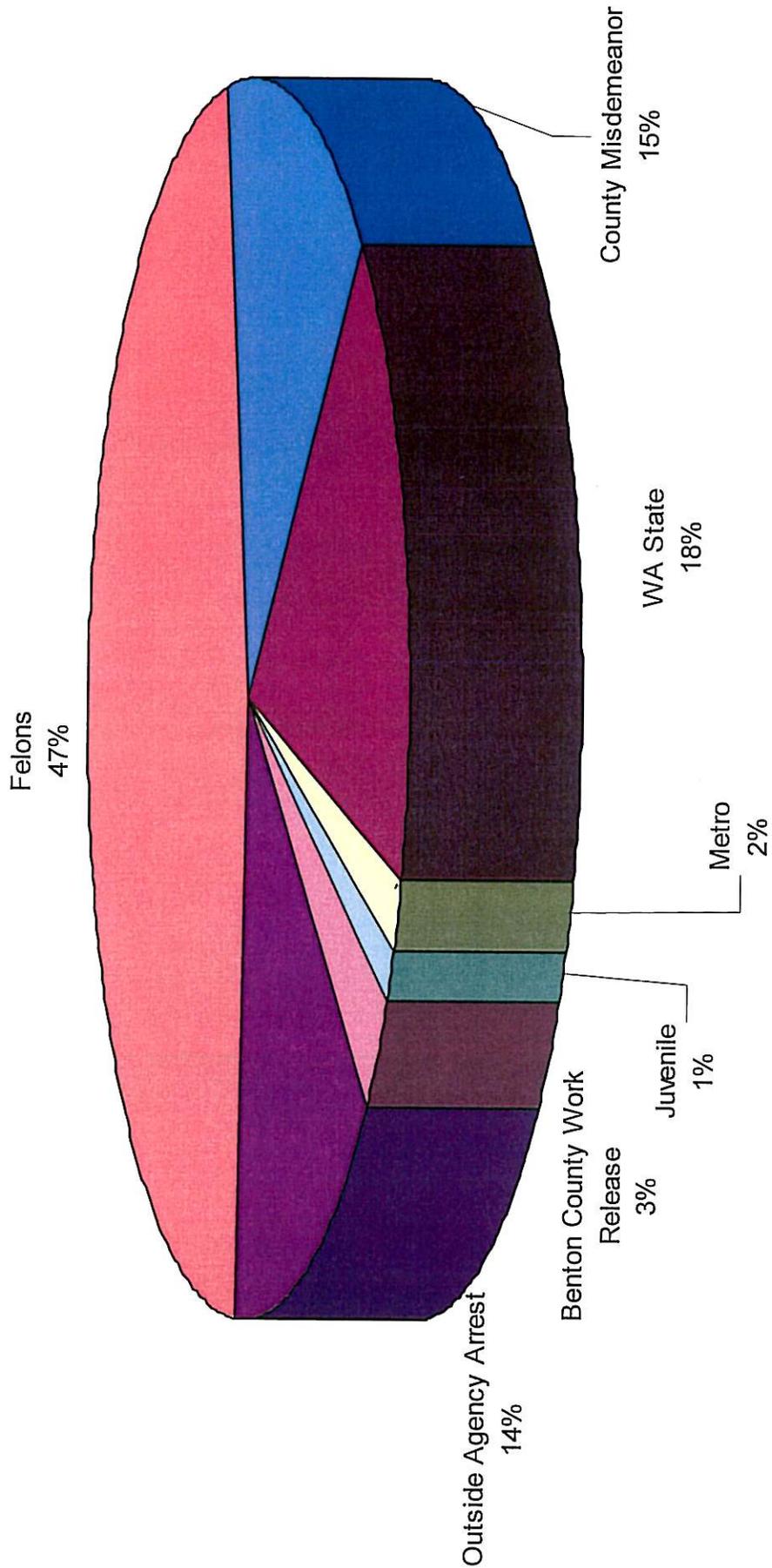
# Benton County Jail Usage by Responsible Agency as of April 30<sup>th</sup> 2008



2008 Actual Bed Usage 93,215

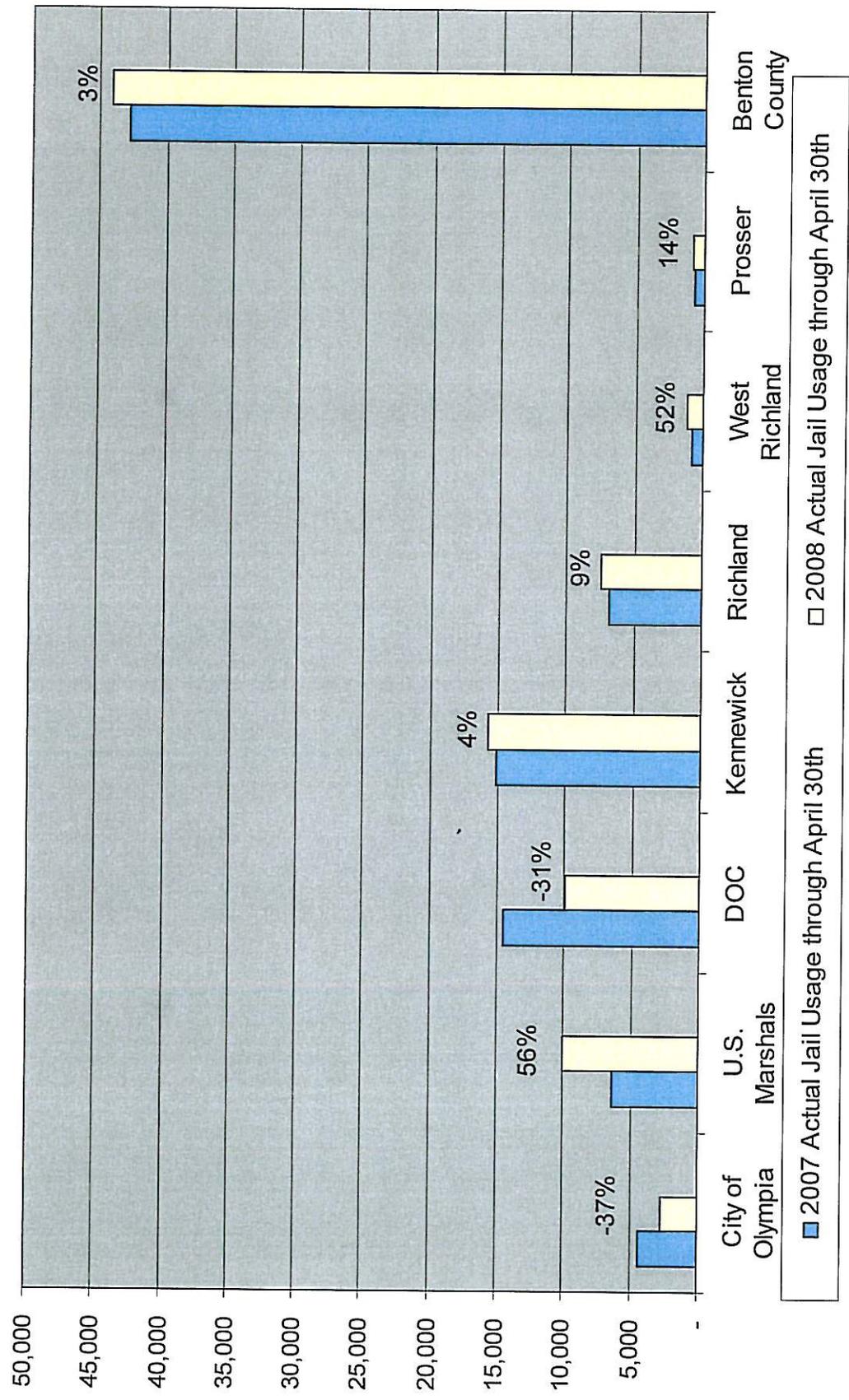
\* See additional pie chart for further information on Benton County portion

# Benton County Portion of Jail Usage as of April 30<sup>th</sup> 2008

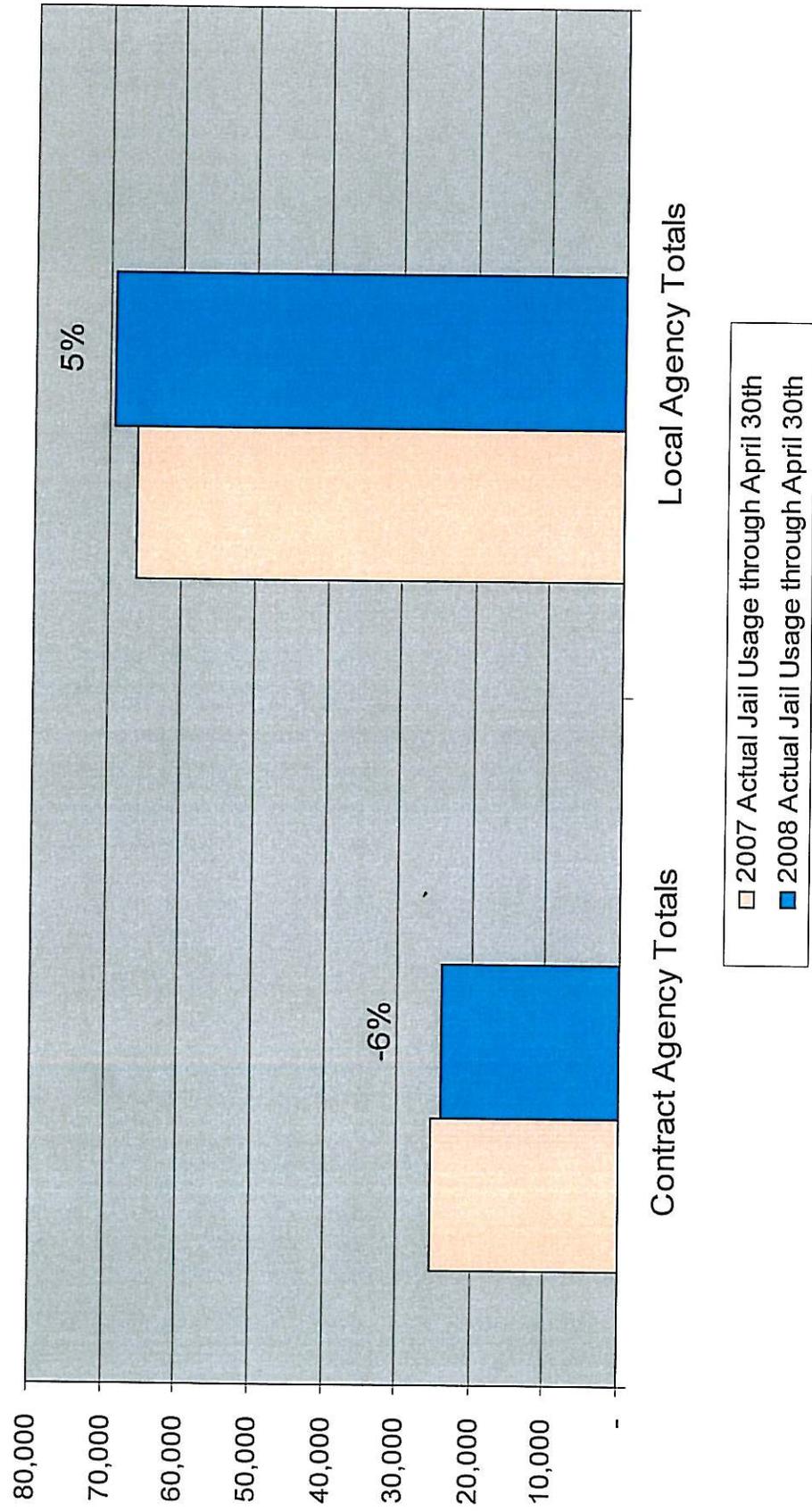


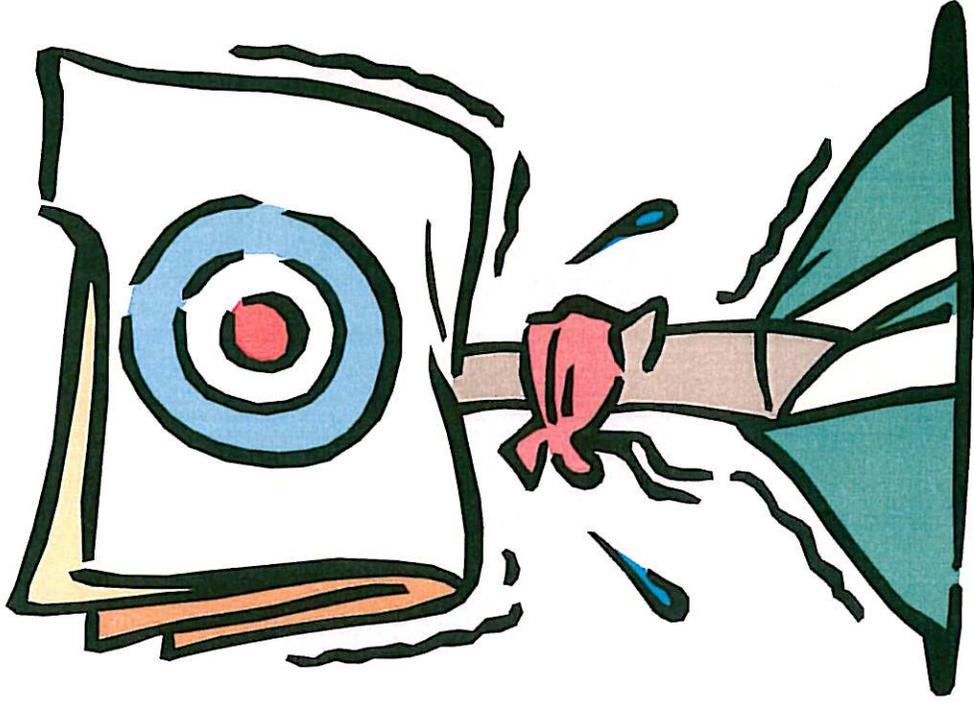
# Benton County Jail Usage 2007 vs. 2008

## through April 30<sup>th</sup> 2008



# Contract and Local Agency Usage 2007 vs. 2008 as of April 30<sup>th</sup> 2008





Questions?



FILE

RECEIVED  
9:45  
MAY 22 2008

BENTON COUNTY  
COMMISSIONERS

Washington State Auditor  
Brian Sonntag

Max	✓
Leo	✓
Claude	✓
David	cc ✓
Loretta	cc ✓
Other	cc lvey

May 20, 2008

Mr. Claude Oliver  
PO Box 190  
Prosser, WA 99350

Dear Commissioner Oliver:

An important role the State Auditor's Office plays is helping you, as a policymaker, assess the financial operation of Benton County. We believe you need to be fully informed about our audit work. With that in mind, we encourage you to attend an entrance conference scheduled with the County's administrative staff at 9:45 a.m. on Monday, June 9, 2008 at the Courthouse on 620 Market Street, Prosser.

At the conference, we will explain our plan for the forthcoming audit and find out what if any areas you or County staff wants us to examine. We will also discuss the timing and cost of the audit. The conference provides an excellent opportunity for you to let us know how we can help you.

After we finish our audit work, we will contact you again to ask that you attend our exit conference. That is when we will share the results of the audit. This is another important opportunity for you to hear directly from us what we found and to question us about it.

We urge you to attend both of these sessions. If you plan to have a quorum of Commissioners attend the entrance and/or exit conferences, then you are responsible to ensure the requirements of the Open Public Meetings Act are met.

We take very seriously our responsibility of serving citizens as an independent check and balance for state and local government accountability. A critical part of that responsibility is working as a partnership with the County and other governments to prevent problems and constructively resolve issues. In that way the public is better served.

We look forward to working with you and other County Commissioners. If you have any questions, please don't hesitate to call me at (509) 734-7105.

Sincerely,

Ginny Waltman  
Assistant Audit Manager



10:15

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	9-June-2008	Execute Contract	_____
Subject:	Plasma Displays for Hearing Rooms	Pass Resolution	_____
		Pass Ordinance	_____
Prepared By:	J. Randall Reid	Pass Motion	_____
Reviewed By:	Loretta Smith-Kelty	Other	_____
		Consent Agenda	_____
		Public Hearing	_____
		1 <sup>st</sup> Discussion	<u>  X  </u>
		2 <sup>nd</sup> Discussion	_____
		Other	_____

**BACKGROUND INFORMATION**

Some time ago, I was asked to look into the options for flat panel wall displays for the Commissioners' hearing rooms. The following are my findings.

Plasma, as opposed to LCD, panels provide somewhat better performance in regard to viewing angles and 50" diagonal displays are probably the minimum size for the application. Other considerations include keeping the cameras in the same positions and compatibility with the outputs from the Polycom video conferencing equipment. If the Board determines to pursue the wall display units, the most practical approach would be to use them as a second display monitor along with the existing JVC television. That can be accomplished by mounting the wall displays above an outlet and connecting them with S-Video cables dropped down from the ceiling. Based on reviews I could find, the best rated 50" plasma displays appear to be those manufactured by Pioneer and Panasonic.

**SUMMARY**

The following cost estimates are based on Internet sources for each item. (None of my regular computer equipment vendors carried any of these items except the S-Video cable.)

- Pioneer PDP-5080HD                      \$2,500 - 3,000
- OR-
- Panasonic TH-50PZ85U                  1,800 - 2,500
- Mounting Bracket                              300
- 50' High Quality S-Video Cable            100

See attached for proposed location of the displays in the hearing rooms.

**RECOMMENDATION**

1<sup>ST</sup>

**FISCAL IMPACT**

\$4,400 - 6,800 for both hearing rooms. No funding in current Central Services budget.

**MOTION**

10:20

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>6/9/08</u>	Execute Contract	<u>                    </u>
Subject:	<u>Property Proposal</u>	Pass Resolution	<u>                    </u>
Prepared by:	<u>L. Small</u>	Pass Ordinance	<u>                    </u>
Reviewed by:	<u>                    </u>	Pass Motion	<u>                    </u>
		Consent Agenda	<u>                    </u>
		Public Hearing	<u>                    </u>
		1st Discussion	<u>                    X                    </u>
		2nd Discussion	<u>                    </u>
		Other Business	<u>                    </u>

**BACKGROUND INFORMATION**

Per resolution 05-649 dated October 17, 2005 the Board of Benton County Commissioners authorized parcel 1-2994-400-0004-000 surplus and authorized property management personnel to negotiate through sealed bids, private negotiation, and/or other methods consistent with the Benton County personal and real property management policies and procedures.

Mr. Frankie Cruz, Los Angeles, CA submitted a proposal for said parcel in the amount of \$750. Property Management contacted Mr. Cruz and encouraged him to reconsider his offer as the amount he submitted was too low for the Board of Commissioners to consider.

Mr. Cruz emailed me with another proposal in the amount of \$2,000 indicating that he would like to purchase this parcel for pasture use and build a horse stable for family and personal use.

This acreage does not have a perpetual easement to it. The current access is from SVID's canal road and SVID will not grant a permanent easement for their road. Checking with the planning department, the county can sell said parcel with a non-perpetual easement, and a horse stable could be built. However, if a structured home were to be built on said property, a permanent easement would have to be granted from the neighbors. Mr. Cruz is aware of these restrictions.

The County Assessors office was asked to research this parcel to re-evaluate the current appraisal and Mr. Eric Beswick indicated they have the property valued appropriately for pasture acreage in this area.

The county received a proposal from Mitch Meeske in 2007 in the amount of \$3,600 for this parcel, but Mr. Meeske backed out of the proposal, as he wanted to develop this land and did not want to bother with getting a permanent easement to the property.

**RECOMMENDATION**

Option 1: Counter offer with a purchase price of \$5,000, which is approx. 70% of the assessed value. Deducting 30% of the assessed value due to the easement restrictions.

Option 2: Board of Commissioners to move forward with the sale of parcel 1-2994-400-0004-000 in the amount of \$2,000 and get this parcel back on the tax rolls, and authorize property management to prepare the Quit Claim Deed and Tax Affidavit to be placed on the consent agenda in the next couple of weeks for signature.

# Memorandum

**To:** M. Benitz; L. Bowman; C. Oliver; D. Sparks; L. Smith Kelty

**CC:**

**From:** Lisa Small

**Date:** 6/9/08

**Re:** Surplus Property – Parcel 1-2994-400-0004-000

---

Resolution 05-275 and Resolution 05-649 the Benton County Commissioners identifying parcel 1-2994-400-0004-000 as county fee property not useable by any county agency to be declared surplus and authorized property management personnel to negotiate through sealed bids, private negotiation, and/or other methods consistent with the Benton County personal and real property management policies and procedures.

Below is a summary report on the parcel 1-2994-400-0004-000.

1. Assessed Value: \$7,130 (2008 & 2007) \$6,690 (2006)
2. Fair Market Value Appraisal: In 2008 the County Appraiser valued at \$7,130
3. Parcel Size: 2.6 Acres
4. Area: Prosser / Wilgus Road (address is undetermined)
5. Date Acquired: Benton County Acquired in 1930
6. Price Paid by County: zero (Quit Claim Deed) Per record
7. Legal: Section 29 Township 9 North Range 24: Northwest Quarter of the Southeast Quarter, South of Canal.
8. Improvements: N/A
9. Liens or Interests of Record: N/A
10. Zoning: N/A
11. Marketing Plan: None, as Benton County was approached by private negotiations.

12. Proposed Amount: \$2,000

13. **SALE METHODS – FEE SIMPLE PROPERTY**

If the board authorizes the sale of any county fee simple property, it shall direct that the property be sold by one of the following methods:

1. Public Auction. County fee simple property may be sold at public auction to the highest and best bidder. The auction shall be conducted by or through the county treasurer or such other person as the board or treasurer may designate. The treasurer may contract with another government agency or official, or with a private party, to conduct the auction. Advance written notice of the sale shall be provided by publication, posting, and/or such other means as the treasurer or his or her designate deems appropriate. The board shall set a minimum bid.
2. Sealed Bids. County fee simple property may be sold by sealed bids to the highest and best bidder. The sale shall be conducted by the county treasurer or such other person as the treasurer may designate. Advance written notice of the sale shall be provided by publication, posting, and/or such other means as the treasurer or his or her designate deems appropriate. The board shall set a minimum bid.
3. Private Negotiation. **County fee simple property may be sold to governmental agencies or private parties by private negotiation upon such terms and conditions as may be mutually agreed upon.**
4. Other Methods. County fee simple property may be sold through other methods that the board determines are in the best interest of the county in having the property sold in a timely manner for its fair-market value, and in receiving full payment at or before the time of sale.

There are no taxes owing on this parcel.

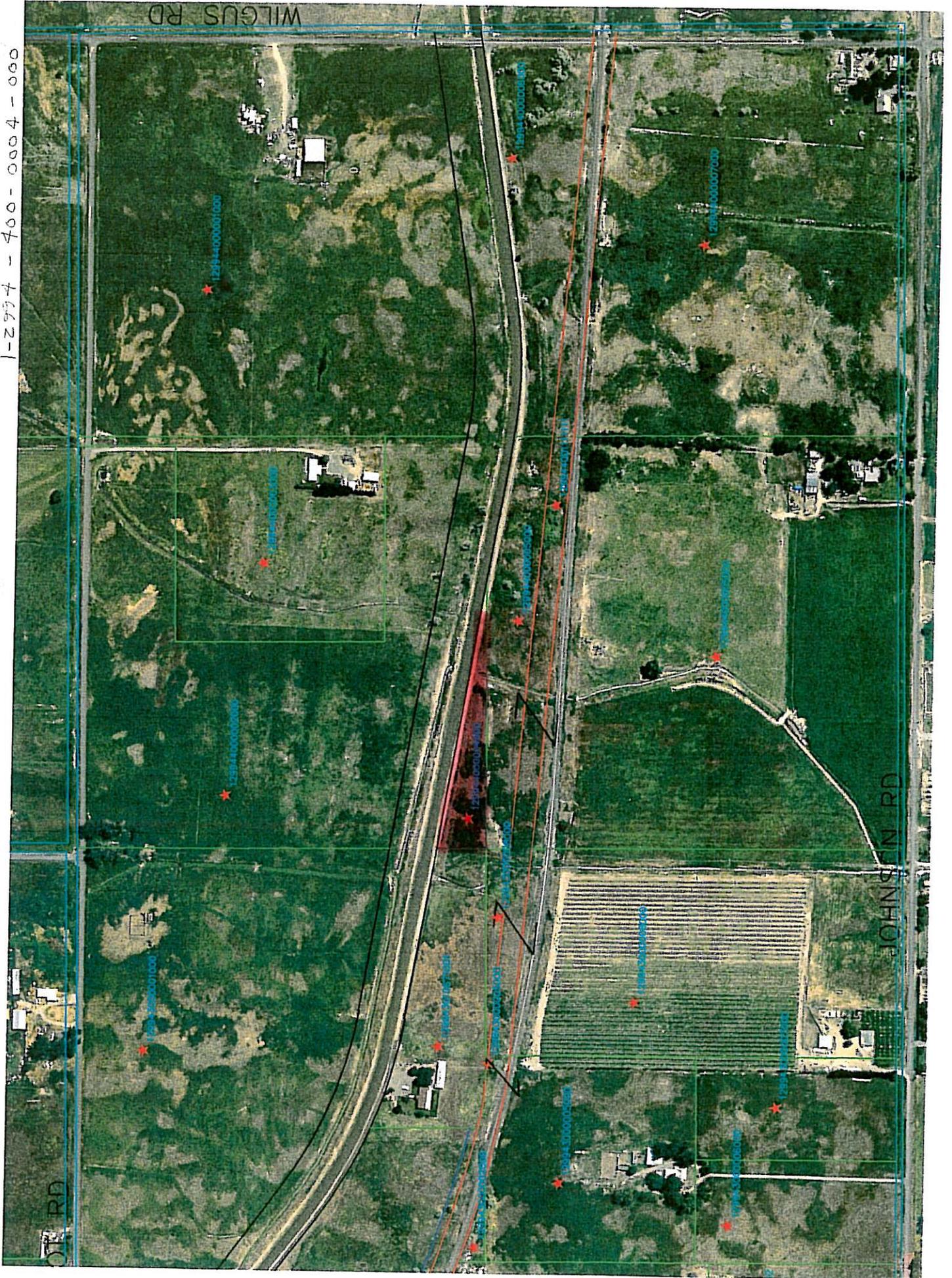
**Recommendation:**

**Option 1:** Counter offer with a purchase price of \$5,000, which is approx. 70% of the assessed value. Deducting 30% of the assessed value due to the easement restrictions.

**Option 2:** Board of Commissioners to move forward with the sale of parcel 1-2994-400-0004-000 in the amount of \$2,000 and get this parcel back on the tax rolls, and authorize property management to prepare the Quit Claim Deed and Tax Affidavit to be placed on the consent agenda in the next couple of weeks for signature.

Rosser - Wilgus Rd.

1-29974 - 400-0004-000





**BENTON COUNTY**

**Property Account Summary**

**Account No.:** 129944000004000 **Alternate Property Number:**  
**Account Type:** Real Property  
**TCA:** 1613  
**Situs Address:** UNDETERMINED  
 WA  
**Legal:** SECTION 29 TOWNSHIP 9 NORTH RANGE 24: THE NORTHWEST QUARTER OF THE  
 SOUTHEAST QUARTER, SOUTH OF CANAL.

**Parties:**

Role	Name & Address
Mortgage Company	BENTON COUNTY PO Box 190 Prosser WA 99350
Owner	BENTON COUNTY, address 1 0 0000
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	\$7,130	\$7,130	\$6,690
Assessed Value	\$7,130	\$7,130	\$6,690
Market Land	\$7,130	\$7,130	\$6,690
Market Improvement	\$0	\$0	\$0
New Construction		\$0	\$0
Added Improvement		\$0	\$0

**Property Characteristics:**

Tax Year	Characteristic	Value
2008	Use Code	18 Other Residential (rural -over 1 acre)
	Unit of Measure	Acre(s)
	Size	2.60
	WED Noxious Weed	2.60

**Exemptions:**

Tax Year	Description	Count	Amount	Assessment Basis
2008	Government Property	1	\$7,130	Assessed Value
2007	Government Property	1	\$7,130	Assessed Value
2006	Government Property	1	\$6,690	Assessed Value

(End of Report)

**From:** Frankie <pistolitas@earthlink.net>  
**To:** Lisa Small <Lisa\_Small@co.benton.wa.us>  
**Date:** 5/29/2008 12:19:05 PM  
**Subject:** Re: Fwd: Re: commercial lot

the reason for this is that i have personal interest in this lot for myself and family including friends i will also re-submit it in writing for the board.

-----Original Message-----

>From: Lisa Small <Lisa\_Small@co.benton.wa.us>  
>Sent: May 29, 2008 11:44 AM  
>To: Frankie <pistolitas@earthlink.net>  
>Cc: Loretta SmithKelty <Loretta\_SmithKelty@co.benton.wa.us>  
>Subject: Re: Fwd: Re: commercial lot

>  
>I will take it before the Board on June 9th and get back with you.

>  
>Thank you.

>  
>>>> Frankie <pistolitas@earthlink.net> 05/29/08 11:41 AM >>>  
>for the 129944000004000 i would like to offer \$2000.00

>  
>  
>

>-----Original Message-----

>>From: Lisa Small <Lisa\_Small@co.benton.wa.us>  
>>Sent: May 29, 2008 11:03 AM  
>>To: Frankie <pistolitas@earthlink.net>  
>>Cc: Loretta SmithKelty <Loretta\_SmithKelty@co.benton.wa.us>  
>>Subject: Re: Fwd: Re: commercial lot

>>

>>Good Morning Frankie ~ we really need to get closer to the \$153,000.  
>>These are really nice commercial lots. The problem with government  
>>property is we need to be real careful about selling property like  
>this  
>>at a low price as it is considered gifting of public property.

>>

>>I also double checked with our planning department and they indicated  
>>that we are able to sell parcel 129944000004000 without permanent  
>>easement and a structure like a stable would be allowed to be built.  
>>However, if a home was to be built you would have to get permanent  
>>easement to the property. Again, double checking with the current  
>fair

>>market values for pasture land in Prosser, it is running about \$3,000  
>>per acre. The parcel we are talking about is 2.6 acres which is  
>\$7,800

>>and we currently have it listed at 7,130.00 as the 2008 assessed  
>value.

>>So again, your offer of \$750.00 for this parcel is substantially too  
>low

>>for the Commissioners to consider.

>>

>>Please let me know if you are still interested in these two parcels  
>and

>>would like to make a new offer.

RECEIVED

MAY 20 2008

BENTON COUNTY  
COMMISSIONERS

Frankie Cruz Jr.  
700 S St. Louis  
Los Angeles, CA 90023

Date: 5/15/2008

Dear Sir/Madame,

I would like to inform you just how great Lisa has been in assisting me in the purchase of property in Benton County. I have been looking for property for to invest in, and Lisa has been instrumental in assisting me through this process.

She is a great asset to the county!

I would like to formally make a proposal for the purchase of property number:  
**129-9440-0000-400-0**

For the given property I would like to make an offer in the amount of \$750.00 to be paid immediately upon acceptance of this offer.

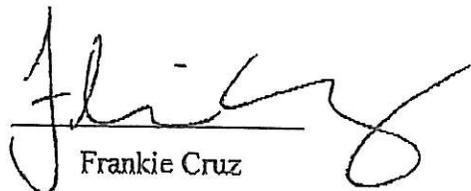
Our plans for the Parcel: to place a Stable for Horses on it and ride with family and friends.

Due to the nature of the situation , a speedy reply would be very much appreciated.

Thank you.

Frankie Cruz Jr.  
Phone 323-253-3457  
Address 700 S St Louis  
Los Angeles, CA 90023

email address [pistolitas@earthlink.net](mailto:pistolitas@earthlink.net)

  
Frankie Cruz

10:25

<b>AGENDA ITEM</b> MEETING DATE: June 9, 2008 SUBJECT- Contract Extension for Mart Kask MEMO DATE: June 3, 2008 Prepared By: Carel Hiatt Reviewed By: Mike Shuttleworth	<b>TYPE OF ACTION NEEDED</b> Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing 1st Discussion X 2nd Discussion Other
---	---	---

**BACKGROUND INFORMATION**

The Board of Benton County Commissioners on February 6, 2008 agreed to execute and to direct delivery of a contract with Kask Consulting, Inc. to provide services related to the completion of the Benton County Zoning, Subdivision, Short Plat subdivision and binding site plan ordinances necessary to implement the Benton County Comprehensive Plan adopted in accordance with the Washington State Growth Management Act (RCW 36.70A.130). Resolution and signed Contract are attached as "Exhibit A".

The Contract stated that the consultant would be committed to the delivery of the final work product within 100 days of the effective date of the contract. However, the Planning Department could and did extend the time of delivery 20 days beyond the consultant committed 100-day delivery period. The 120-day period will expire on June 6, 2008.

The Benton County Planning Department contacted Mr. Kask and informed him that the 120 days would expire on June 6, 2008 and would an extension be needed in order to complete the deliverables as noted in the contract. Mr. Kask informed the planning department that a 60 day extension should be adequate to complete the deliverables and to be able to attend the public meetings to assist the Planning Department with regards to the changes affecting the Benton County Zoning, Subdivision, Short Plat Subdivision and binding site plan ordinances necessary to implement the Benton County Comprehensive Plan. The Benton County Planning Department would like to request a 120-day extension for the completion of this project.

The contract amount for the deliverables was \$26,000 and will remain the same with no additional charges to be incurred by Benton County for the requesting of an additional 120 days.

The Board of Benton County Commissioners will need to amend the original contract to allow for the extension of 120 days in order to give Kask Consulting, Inc. additional time to complete the deliverables and to assist the Benton County Planning Department with the public meeting process.

**SUMMARY**

The Board of Benton County Commissioners on February 6, 2008 entered into a contract with Kask Consulting, Inc. to provide services related to the completion of the Benton County Zoning, Subdivision, Short Plat Subdivision and binding site plan ordinances necessary to implement the Benton County Comprehensive Plan adopted in accordance with the Washington State Growth Management Act (RCW 36.70A.130).

The Contract period of 120 days will expire on June 6, 2008. Mr. Kask was contacted and stated that an additional time will be needed to complete the deliverables. Mr. Kask did not indicate that any additional fee would be charged for the additional time extension.

The Board of Benton County Commissioners will need to make a motion to amend the original contract timeline to include an additional 120-day extension.

**RECOMMENDATION**

It is the recommendation of the Benton County Planning Department that the Board of Benton County Commissioners makes a motion and approves the resolution to amend the original contract that was signed on February 6, 2008 to allow for an additional 120-day extension.

**FISCAL IMPACT**

No fiscal impact as the Consultant will not be charging any additional fees to Benton County with regards to the 120-day extension. The original contract price was for \$26,000 and will remain the same.

**MOTION**

The Board of Benton County Commissioners approve the requested 120-day extension per the Consultant's request in order to complete the contracted materials.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AMENDING THE CONTRACT WITH BENTON COUNTY AND MART KASK INC. THE CONSULTANT SELECTED TO PROVIDE SERVICES RELATED TO THE COMPLETION OF THE BENTON COUNTY ZONING, SUBDIVISION, SHORT PLAT SUBDIVISION AND BINDING SITE PLAN ORDINANCES NECESSARY TO IMPLEMENT THE BENTON COUNTY COMPREHENSIVE PLAN ADOPTED IN ACCORDANCE WITH THE WASHINGTON STATE GROWTH MANAGEMENT ACT (RCW 36.70A.130)

WHEREAS, the Board of Benton County Commissioners entered into a contract with Mart Kask, Inc. consulting on February 6, 2008 – Exhibit A, and

WHEREAS, the contract timeline was for 120 days which expired on June 6, 2008 for the consultant to deliver the final work product to the Benton County Planning Department, and

WHEREAS, the Consultant was contacted by the Benton County Planning Department and an agreed upon 120 day extension would be necessary in order to provide the final work product, and

WHEREAS, the original contract that was entered into with the Consultant and Benton County needs to be amended to allow for an additional 120 day extension, NOW, THEREFORE

BE IT RESOLVED by the Board of Benton County Commissioners hereby agree to amend the original contract for an additional 120-days to provide services related to the completion of the Benton County Zoning, Subdivision, Short Plat Subdivision and binding site plan ordinances necessary to implement the Benton County Comprehensive Plan adopted in accordance with the Washington State Growth Management Act (RCW 36.70A.130).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2008

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County  
Washington.

Attest.....

Clerk of the Board

Terry A. Marden/djh

CC: Planning Department/PA's Office/Rosemary Ozuna/Kask Consulting/Auditor's Office

# RESOLUTION

08 187

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SELECTING A CONSULTANT TO PROVIDE SERVICES RELATED TO THE COMPLETION OF THE BENTON COUNTY ZONING, SUBDIVISION, SHORT PLAT SUBDIVISION AND BINDING SITE PLAN ORDINANCES NECESSARY TO IMPLEMENT THE BENTON COUNTY COMPREHENSIVE PLAN ADOPTED IN ACCORDANCE WITH THE WASHINGTON STATE GROWTH MANAGEMENT ACT (RCW 36.70A.130)

WHEREAS, A Request for Qualifications was published in the Tri-City Herald on December 2, 2007; and

WHEREAS, there was a review committee consisting of representatives from the Benton County Planning Department; and

WHEREAS, five firms submitted qualifications, and

WHEREAS, the review committee recommended the selection of Kask Consulting, Inc., based on the strength of both written and oral presentations and fee; NOW, THEREFORE,

BE IT RESOLVED by the Board of Benton County Commissioners hereby agree to execute and to direct delivery of the attached agreement with Kask Consulting, Inc. to provide services related to the completion of the Benton County Zoning, Subdivision, Short Plat Subdivision and binding site plan ordinances necessary to implement the Benton County Comprehensive Plan adopted in accordance with the Washington State Growth Management Act (RCW 36.70A.130).

Dated this 11 day of Feb 2008

*Claude R. Oruna*

Chairman of the Board

*Mr E Benit*

Member

*Don Bouman*

Member

Constituting the Board of County Commissioners of Benton County Washington.

Terry A. Marden djh

Attest *Claude R. Oruna*  
Clerk of the Board

cc: Claude R. Oruna, Kask Cons.  
Orig: Planning

## 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 KASK CONSULTING, INC., a Washington corporation with its principal offices at 8 Lindley Road, Mercer Island, Washington 98040 (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 additional documents:

- a. Exhibit A, Scope of Work.

### 2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties and shall expire 120 days from that date. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

### 3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth on Exhibit A, "Scope of Work", 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: Mart Kask  
Kask Consulting, Inc.  
8 Lindley Road  
Mercer Island, Washington, 98040
- b. For COUNTY: Mike Shuttleworth, Senior Planner  
Benton County Planning Department.  
PO Box 910  
Prosser, WA 99350

5. **COMPENSATION**

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

- a. CONTRACTOR shall be paid One Hundred and Five Dollars (\$105.00) per hour for work under this Contract; provided, the hourly payments shall not exceed Twenty Six Thousand Dollars (\$26,000.00) and no hourly payments shall be required for time spent by CONTRACTOR traveling in connection with this Contract. The hourly rate payments (subject to the fixed fee maximum amount) are intended to be the sole payments to CONTRACTOR, and CONTRACTOR shall not receive reimbursement for costs, overhead, materials, travel expenses, etc.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Twenty Six Thousand Dollars (\$26,000.00).
- 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 shall 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 detail the time CONTRACTOR performed work for the COUNTY during the billing period and the nature of such work. 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 of invoice.
- e. The COUNTY is not obligated to pay CONTRACTOR for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY; provided, partial payments by the COUNTY during this Contract shall not be deemed acceptance of the final work product.
- 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 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. 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, employer's 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.

- b. Commercial General Liability and Employer's 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 employer's 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.

- c. Automobile Liability: The CONTRACTOR shall maintain business automobile liability insurance with a limit of not less than five hundred thousand dollars (\$500,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by business auto liability.
- 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.
  - (5) The CONTRACTOR 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.
  - (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 shall be written on an Occurrence Policy form.
- e. 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 Bests 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. CONTRACTOR shall not cancel or allow any insurance contract required under this Contract to expire except on forty-five (45) days prior written notice to the COUNTY. CONTRACTOR shall also instruct the insurer to give the COUNTY forty-five (45) 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 or the CONTRACTOR may terminate this Contract at any time and for any reason by submitting written notice to the other party via certified mail at least fourteen (14) days prior to the specified effective date of such termination. In the event of a termination under this provision, the COUNTY shall pay the CONTRACTOR for all services performed by the CONTRACTOR in performing the Contract prior to the date of receipt of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. The COUNTY may also terminate this Contract by submitting written notice via certified mail at least seven (7) days prior to the effective date of termination if CONTRACTOR breaches any of its obligations hereunder or otherwise fails to timely or satisfactorily perform. In the event of a termination under this provision, 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. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Contract by CONTRACTOR, and the COUNTY may withhold any payment to the CONTRACTOR for the purposes set forth until such time as the exact amount of damages due the COUNTY from the CONTRACTOR are determined.

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 are 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, at the request of the COUNTY, maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract. 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); 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 hold such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend 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.

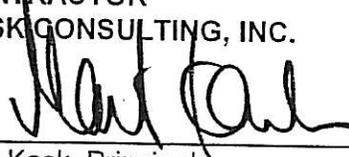
DATED: 2-4-08

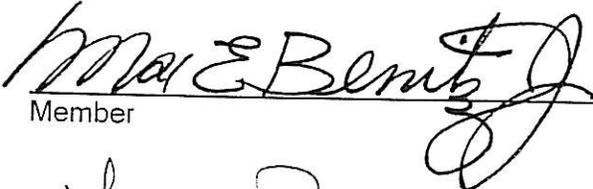
DATED: 6 February 2008

**BENTON COUNTY BOARD OF COMMISSIONERS**

**CONTRACTOR  
KASK CONSULTING, INC.**

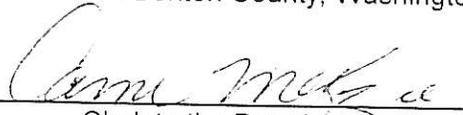
  
Chairman

  
Mart Kask, Principal

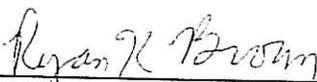
  
Member

  
Member

Constituting the Board of County  
Commissioners of Benton County, Washington

Attest:   
Clerk to the Board

Approved as to Form:

 Deputy  
Prosecuting Attorney

## Approach

### Personnel

If Kask Consulting, Inc. were to be selected for this assignment, Mart Kask would be the sole researcher, writer, attendee at the public meetings and the single contact person with Benton County planning staff.

### Scope of Work

**Task 1 - Project launch meeting.** Shortly after approval of the contract by Benton County Commissioners, Mart Kask will meet in Prosser with Benton County planning staff. Issues to be discussed are legal format, electronic format, timing, review meetings with the planning and legal staffs, and other procedural matters. The consultant is handed copies of the work done to date by the planning staff, a copy of the Comprehensive Plan, the County-wide planning policies, the existing development code and any other material determined to be pertinent to this work assignment. The product of this task is a memorandum on what was discussed, what was handed to the consultant and what additional areas needed further research.

**Task 2 - Conduct a review of existing ordinances.** The consultant will review existing draft ordinances supplied by the planning staff for form and substance, including consistency with the County's comprehensive plan. The existing ordinances include zoning, subdivision, short plat subdivision, and binding site plan. The consultant will work with the planning and legal staffs to further revise the draft ordinances until in a form deemed acceptable by the planning and legal staffs and ready for review and comment at public workshops. The consultant will meet periodically with the planning and legal staffs, at Prosser, to review the work done by the consultant. Dates, times and locations for the public participation workshops will be set. The product of this task is a series of draft ordinances, submitted periodically (once a week) to the planning and legal staffs for their review and comment, followed by final draft that is determined by the planning and legal staffs to be ready for review by the public in a series of public participation workshops.

**Task 3 - Public participation workshops.** With the planning staff assistance, hold evening public participation workshops in each of four locations in the County (for a total of four evening workshops). In consultation with the county planning and legal staffs, the consultant will then further revise the draft to respond to the public comment, while maintaining compliance with GMA and the County's Comprehensive Plan, and any other revisions needed to make the drafts for hearing before the Planning Commission. County staff resources will be available to assist in scheduling, venues, notice, coordination, and facilitation of the four workshops. The product of this task is a set of ordinances chapters that have been approved by the planning and legal staffs and being ready to be presented to public hearing before the Planning Commission.

### **Communications and Meetings**

The communications between the consultant and the planning staff will be by e-mail, telephone, written memoranda and by person to person meetings. The meetings shall take place in the offices of the planning staff at Prosser. All review reports will be submitted by the consultant both in written format and in electronic format on CDs. The electronic software format is to be determined by the planning staff.

### **Delivery of Work Products**

The consultant is committed to deliver the final work product within 100 days of the effective date of the contract. The planning staff may extend the time of delivery 20 days beyond the consultant committed 100 day delivery period. Interim reports and draft reviews will be submitted by the consultant to the planning staff as they are readied for review.

# RESOLUTION

10:30

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

**IN THE MATTER OF APPROVING CHANGE ORDER NUMBER ONE (1) FOR THE  
CONSTRUCTION OF THE BENTON COUNTY COURTROOMS TI**

**WHEREAS**, per resolution 07-820 dated November 19, 2007 the Board of Benton County Commissioners awarded the construction of the Benton County Justice Center Courtrooms TI to Fowler General Construction, Inc., Richland, WA, in the amount of \$2,683,968.00 including WSST, as lowest responsible bidder; and

**WHEREAS**, per resolution 07-834 dated December 3, 2007 the Board of Benton County Commissioners authorized the Chairman of the Board to sign said contract; and

**WHEREAS**, Change Order Number One (1) attached hereto, in the amount of \$47,998.52 including WSST is for construction of additional future office space and a copy room for the Courtrooms TI project; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign Change Order Number One (1) attached hereto in the amount of \$47,998.52 including WSST, hereby increasing the original contract between Benton County and Fowler General Construction, Inc to \$2,731,966.52 including WSST.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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



**AIA**<sup>®</sup>

# Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address): Benton County Justice Center Courtrooms TI 7122 W. Okanogan Pl. Kennewick, WA 99336	<b>CHANGE ORDER NUMBER:</b> 1 <b>DATE:</b> May 22, 2008	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): Fowler General Construction 1820 Terminal Drive Richland, WA 99354	<b>ARCHITECT'S PROJECT NUMBER:</b> #06103 <b>CONTRACT DATE:</b> 12/03/2007 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
**ADD ALL WORK TO COMPLETE FUTURE OFFICE SPACE (PER WORK CHANGE PROPOSAL REQUEST - COPY ATTACHED)**

The original Contract Sum was	\$ 2,683,968.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 2,683,968.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 47,998.52
The new Contract Sum including this Change Order will be	\$ 2,731,966.52

The Contract Time will be unchanged by Zero ( 0 ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is

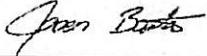
**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>CWH Architects, PS</u> <b>ARCHITECT</b> (Firm name)	<u>Fowler General Construction</u> <b>CONTRACTOR</b> (Firm name)	<u>Benton County</u> <b>OWNER</b> (Firm name)
<u>6320 W. Clearwater Ave., Ste. C, Kennewick, WA 99336</u> <b>ADDRESS</b>	<u>1820 Terminal Drive Richland, WA 99354</u> <b>ADDRESS</b>	<u>620 Market Street, PO Box 190, Prosser, WA 99350-0150</u> <b>ADDRESS</b>
 <b>BY</b> (Signature)	 <b>BY</b> (Signature)	 <b>BY</b> (Signature)
<u>C. WAYNE HUNSUCKER</u> (Typed name)	<u>J. ASEN BANTA</u> (Typed name)	<u>CLAUDE OLIVER</u> (Typed name)
<u>5/22/2008</u> <b>DATE</b>	<u>5/22/08</u> <b>DATE</b>	 <b>DATE</b>



CHANGE REQUEST FORM	
Change Order No.	Contractor: <b>Fowler General Const.</b> Date: <b>5/22/08</b>
Contract No.:	Contract Title: <b>Benton County Justice Center Courtroom TI</b>
Requestor Name: <b>Jasen Banta</b>	Phone: <b>(509) 943-2643</b>
<input checked="" type="checkbox"/> Contractor requested proposed Change	<input type="checkbox"/> Owner Requested Proposed Change
<b>Reason for change/Benefits:</b>  Per owners request we are providing a price to add a copy room in the future office space area and finish the remaining future office space (560a and 560c). This work includes fire sprinkler relocation, supply and install ceiling grid, additional electrical and mechanical, flooring installation, drywall, paint and added door and hardware.	
<b>BASELINE CHANGE</b>	
<b>Impact to Price:</b> This will be an additive change order.	
Price(Cost) Change: \$ 47,998.52	Schedule Change: 2 weeks

  
 \_\_\_\_\_ 5/22/08  
 Fowler Project Manager      Date

\_\_\_\_\_  
 Architect      Date

\_\_\_\_\_  
 Owner      Date

May 22, 2008

Mr. Wayne Hunsucker  
CWH Architects  
6320 W. Clearwater Ave., Ste. C  
Kennewick, WA 99336

Dear Mr. Hunsucker,

Please see the below cost breakdown for finishing the future office space and adding the new copy room per RFP #004. If you have any questions, please feel free to call.

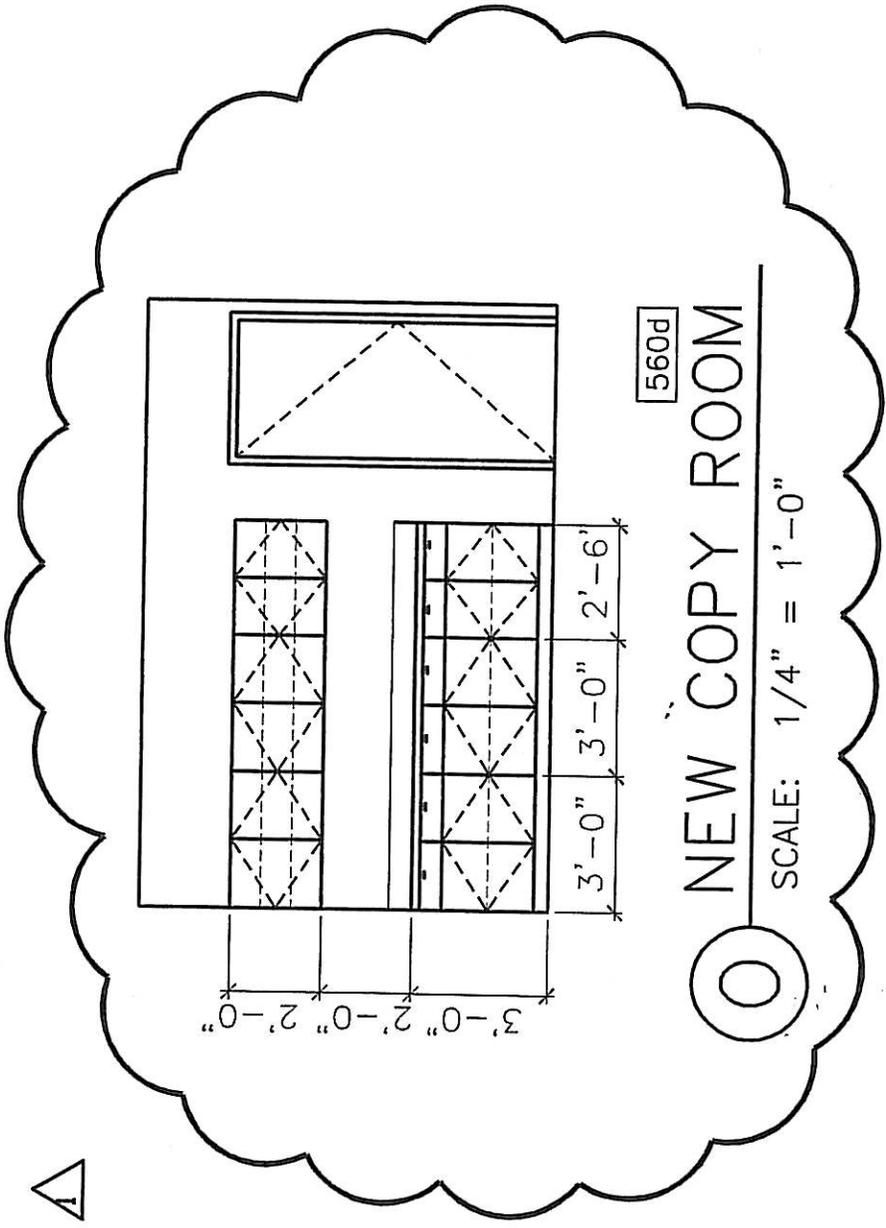
Fowler Direct Labor – \$12,405.20  
Fowler Materials - \$3,300.00  
Div. 6 – \$2,200.00  
Div. 7 – \$250.00  
Div. 9 – \$8,665.00  
Div. 22 – \$3,100.00  
Div. 21 - \$2,900.00  
Div. 23 – \$2,854.00  
Div. 26 – \$3,700.00  
Other Costs – \$711.36  
OH&P – \$3,153.44  
Bond/Insurance – \$1,080.97  
Tax – \$3,678.56

Total Cost = \$47,998.53

Sincerely,

Jasen Banta  
Fowler General Construction  
Project Manager





Attachment #2  
to RFP #C

## **FACILITIES DEPARTMENT**

---

7122 W. Okanogan Place, Bldg. A, Kennewick, Washington 99336 Phone (509) 222-3710; Fax (509) 736-2708

---

### **CONSTRUCTION UPDATE REPORT – MAY 22, 2008**

#### **Benton County Justice Center Courtroom TI**

7122 W. Okanogan Pl., Building A  
Kennewick, WA 99336

The work on the project has gone very well to date. Fowler Construction has maintained good control over the scheduling of work on site. They have maintained a steady paced of work since the beginning of the project.

#### Construction Highlights:

The masonry work is complete except for one wall that was left out to allow for installation of the elevators. Both elevator towers are in place and are full height.

The work on the steel framing on the roof has most of the steel in place. The roof deck on the corridor is nearly completed. The exterior walls of the corridor will start next week.

The interior spaces on the first floor are coming along with all of the mechanical and electrical roughed in.

Drywall has been mainly on the walls until this week when they started the hard lid ceilings over the courtrooms.

Work has not started on the site underground utilities. Four inch conduits are to be added to extend under the parking over to a point next to the fenced in parking. They will terminate in a below grade concrete utility vault for use by future projects on the Justice Center site.

The process of submitting shop drawings has continued to keep pace with the construction. Approximately 85% of the submittals have been made to date. The A/E firms have been

able to quickly turn the submittals around and not cause delays in the contractor's material orders. Construction is progressing with no delays.

Wayne Hunsucker has been on site each week. Numerous questions have been answered in the field in order to keep the work progress moving without interruption. There have been only a few "Request for Information" by the General Contractor and subs. Wayne and his engineers have turned those around within 24 hours of receipt.

Wayne has reviewed the hardware schedule and keying for all the doors with the County staff and provided that information to the Contractor.

Currently the project is on schedule. Progress photos of the work are attached.

Report By:

Roy T. Rogers

Facilities Manager

Benton County Washington

## **FACILITIES DEPARTMENT**

---

7122 W. Okanogan Place, Bldg. A, Kennewick, Washington 99336 Phone (509) 222-3710; Fax (509) 736-2708

---

### CONSTRUCTION UPDATE REPORT – MAY 22, 2008

#### **Benton County Justice Center Courtroom TI**

7122 W. Okanogan Pl., Building A  
Kennewick, WA 99336

The work on the project has gone very well to date. Fowler Construction has maintained good control over the scheduling of work on site. They have maintained a steady paced of work since the beginning of the project.

#### Construction Highlights:

The masonry work is complete except for one wall that was left out to allow for installation of the elevators. Both elevator towers are in place and are full height.

The work on the steel framing on the roof has most of the steel in place. The roof deck on the corridor is nearly completed. The exterior walls of the corridor will start next week.

The interior spaces on the first floor are coming along with all of the mechanical and electrical roughed in.

Drywall has been mainly on the walls until this week when they started the hard lid ceilings over the courtrooms.

Work has not started on the site underground utilities. Four inch conduits are to be added to extend under the parking over to a point next to the fenced in parking. They will terminate in a below grade concrete utility vault for use by future projects on the Justice Center site.

The process of submitting shop drawings has continued to keep pace with the construction. Approximately 85% of the submittals have been made to date. The A/E firms have been

able to quickly turn the submittals around and not cause delays in the contractor's material orders. Construction is progressing with no delays.

Wayne Hunsucker has been on site each week. Numerous questions have been answered in the field in order to keep the work progress moving without interruption. There have been only a few "Request for Information" by the General Contractor and subs. Wayne and his engineers have turned those around within 24 hours of receipt.

Wayne has reviewed the hardware schedule and keying for all the doors with the County staff and provided that information to the Contractor.

Currently the project is on schedule. Progress photos of the work are attached.

Report By:

Roy T. Rogers

Facilities Manager

Benton County Washington

A handwritten signature in blue ink, appearing to be 'R. Rogers', is written over the typed name and title.

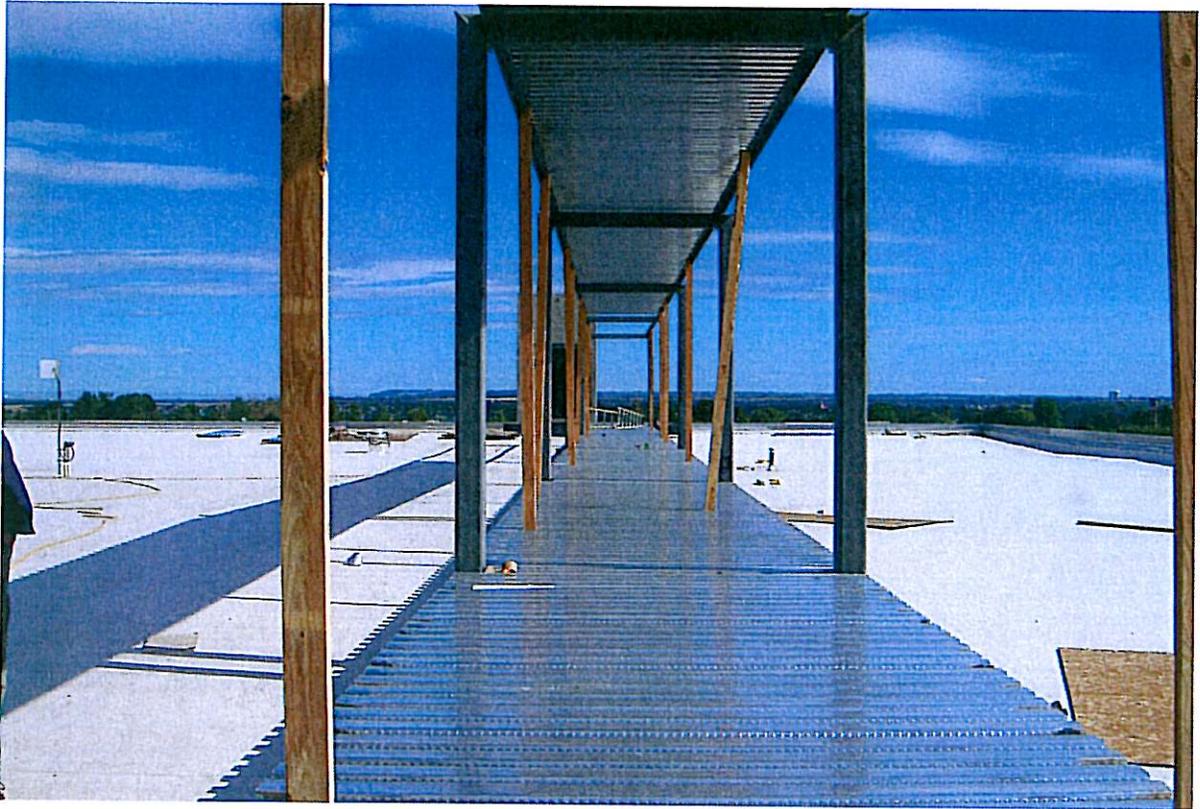
**PHOTOS FOR MAY 2008 REPORT**



Masonry elevator shaft under way - April 2, 2008



Masonry completed - April 14, 2008



Steel Structure on roof of building - May 22, 2008



Courtroom - May 22, 2007



Ducts - May 7, 2008



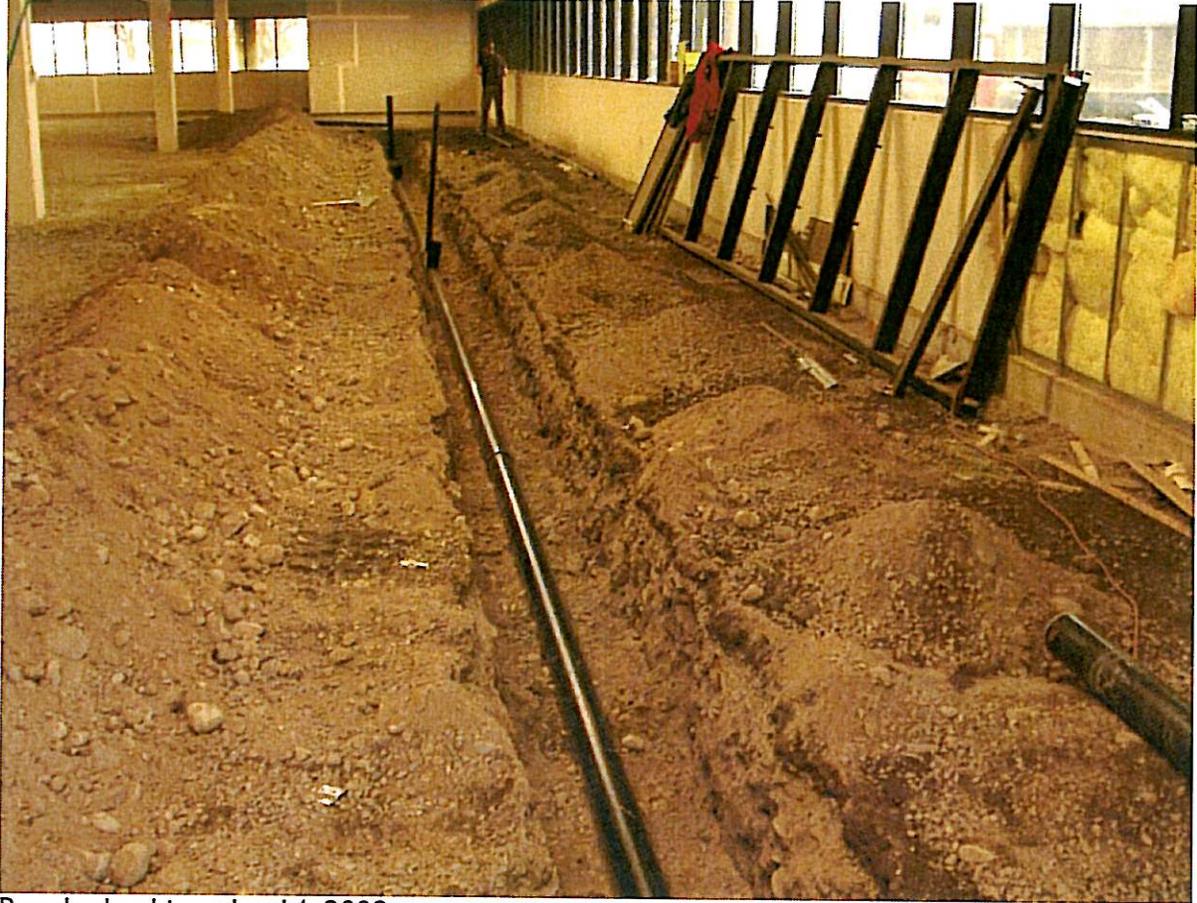
First floor interior at entry to courtroom – May 7, 2008



Steel studs going up - Feb 12, 2008



Pouring concrete slab - Jan 30, 2008



Rough plumbing - Jan 14, 2008



Opening in existing wall - Jan 14, 2008

END OF PHOTOS

10:35

Park Development Fund 0110-102	Workshop Request	Per Policy
Beginning Fund Balance 12/31/08	\$ 640,457	\$ 640,457
Fund Balance 4/30/08	\$ 510,801	\$ 510,801
original presented amount to transfer		\$ 259,543
Fund Balance 4/30/08 plus transfer	\$ 510,801	\$ 770,344

Fairgrounds Operating 0124-101	Workshop Request	Per Policy
Beginning Fund Balance 12/31/08	\$ 693,579	\$ 693,579
Fund Balance 4/30/08	\$ 610,768	\$ 610,768
original presented amount to transfer		\$ 439,395
Fund Balance 4/30/08 plus transfer	\$ 610,768	\$ 1,050,163

\$500,000

Jail Revenue - Debt Service Fund 0299-101	Workshop Request	Per Policy
Beginning Fund Balance 12/31/08	\$ 3,419,328	\$ 3,419,328
Fund Balance 4/31/08 *	6,375,699	6,375,699
*bond payment not posted at this time		
Fund Balance if bond payments posted	3,419,329	3,419,329
original presented amount to transfer	521,014	521,014
Fund Balance 4/30/08 plus transfer	\$ 3,940,343	\$ 3,940,343

Economic Development Fund 0135-101	Workshop Request	Per Policy
Beginning Fund Balance 12/31/08	\$ 239,499	\$ 239,499
Fund Balance 4/31/08	322,602	\$ 322,602
new transfer	250,000	\$ -
Fund Balance 4/30/08 plus transfer	\$ 572,602	\$ 322,602

Capital Projects Fund 0305-101	Workshop Request	Per Policy
Beginning Fund Balance 12/31/08	\$ 13,874,248	\$ 13,874,248
Fund Balance 4/31/08	12,439,983	\$ 12,439,983
original presented amount to transfer	3,075,765	\$ 3,075,765
new transfer	448,938	
Fund Balance 4/30/08 plus transfer	\$ 15,964,686	\$ 15,515,748

**10:50**

**Executive Session**

**Potential Litigation**

**M Wennér**

**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

\$	40,000	Unfinished unfinished (open space) construction 25-30 @ \$190 telecommunications infrastructure ports (computers and phones)
\$	5,700	B1 line set up <u>costs vary</u> and \$70/mth
\$	1,680	no existing fiber Point-to-point T1 circuit - onetime \$500 and \$800/mth
\$	10,100	or Benton PUD fiber infrastructure - onetime \$600 and \$430/mth
\$	5,760	existing fiber service
\$	<u>53,140 - \$</u>	<u>57,480</u>

**Finished**

\$	20,000	finished office space construction
\$	1,680	B1 line set up <u>costs vary</u> 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 \$500 and \$800/mth
\$	5,760	existing fiber service
\$	<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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>6-9-2008</u> Subject: <u>Performance</u> <u>Audit Results</u> Prepared by: <u>LSK</u> Reviewed by: <u>LSK</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Board Direction	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Workshop <div style="text-align: right; color: blue; font-size: 2em; font-weight: bold;">11:10</div> <div style="text-align: right; color: blue; font-size: 1.5em; font-weight: bold;">X</div>

**SUMMARY BACKGROUND INFORMATION**

The Washington State Auditor conducted a performance audit of Benton County's "open public records practices" from November 2006 through March 2008. The work scope was limited to an analysis of results of public records requests and interviews with Public Records Officers.

The following departments or offices were included in the audit:

- Commissioners' Office
- Personnel Resources Department
- Public Works Department
- Planning and Building Department
- Sheriff's Office

Benton County responded to 9 out of 10 requests. Benton County acknowledged receiving an e-mail request, but was uncertain whether a response had been sent nor had the documentation to show a response had been drafted.

Benton County's responsiveness as well as the number of business days to obtain records were lower than the combined average business days to obtain records of other counties.

It was noted that Benton County's public records process is decentralized, with at least one public records officer for each department, relying on individual departments to process and respond to requests. Since then the Benton County Commissioners' Office and departments managed by the County Administrator have verified and evaluated the design and effectiveness of our internal control over its public records request process. Attached is an implemented written internal policy outlining the procedures for responding to public records requests. Additionally, when such requests are received, such requests are being forwarded to a second person in the office as a safeguard.

**RECOMMENDATION**

N/A

11:25

<b>AGENDA ITEM</b> <b>MTG. DATE:</b> June 9, 2008 <b>SUBJECT</b> Discussion of Ord. 445 <b>Memo Date:</b> June 4, 2008 <b>Prepared By:</b> Michael Shuttleworth	<b><u>TYPE OF ACTION</u></b> <b><u>NEEDED</u></b> Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion      x Other
---	---	--

**BACKGROUND INFORMATION**

The Board of County Commissioners adopted Ordinance 445 in April of 2007. Ordinance 445 was originally created to provide as a conditional use a Non-Agricultural Accessory Use as authorized under RCW 36.70A.177. The ordinance also added Bakeries and Wineries/Breweries as allowed uses in the GMA Agricultural Zoning District.

Objections have been raised that this regulation constrains the construction of wineries in the GMA Agricultural District. The issue has surfaced where the applicant for a winery has vineyards on the surrounding properties, but not on the parcel where the applicant proposes to put the winery.

The Planning Department is suggesting changes to Ordinance 445 and the definition section of the Benton County Zoning Code so that wineries may be placed on property in the GMA Agricultural Zoning District without the requirement of a on-site vineyard.

**SUMMARY**

See Attached memo

**RECOMMENDATION**

See attached memo

**FISCAL IMPACT**

None

**MOTION**

Planning Staff recommends that the Board of Commissioners review the attached memo and direct Planning Staff to prepare a draft ordinance based on the attached memo and the comment made by the Board.

# Benton County Planning Department

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

**DATE:** JUNE 3, 2008  
**TO:** BENTON COUNTY BOARD OF COMMISSIONERS  
**FROM:** BENTON COUNTY PLANNING DEPARTMENT  
**RE:** ORDINANCE 445 AMENDMENTS

## **SPECIFIC REQUEST:**

The Board of County Commissioners has asked the Planning Department to review Ordinance 445 as it relates to wineries and other agricultural uses.

## **BACKGROUND:**

The Board of County Commissioners adopted ordinance 445 in April of 2007. Ordinance 445 was originally created to provide as a conditional use a Non-Agricultural Accessory Use as authorized und RCW 36.70A.177. The ordinance also added Bakeries and Wineries/Breweries as allowed uses in the GMA Agricultural Zoning District.

Since its adoption some issues have been raised regarding requirements contained in Ordinance 445 that relate to wineries. The section for Wineries is written as follows:

"Wineries and breweries and up to three (3) guest rooms for overnight lodging at a winery/brewery; provided, the winery/brewery must be on a parcel with eighty (80) percent of the acreage planted with a producing commercial vineyard; commercial hop operation or a grain crop and no more than fifteen (15) percent of the total floor area of the collective winery/brewery buildings, excluding any barrel storage rooms, may be used for kitchen and food service hospitality."

Objections have been raised that the underlined text in this regulation constrains the construction of wineries in the GMA Agricultural District. The issue has surfaced where the applicant for a winery has vineyards on the surrounding properties, but not on the parcel where the applicant proposed to put the winery.

The Planning Department has suggests to amend Ordinance 445 and the definition section of the Benton County Zoning Code so that wineries may be place on property in the GMA Agricultural Zoning District without the requirement of a on-site vineyard.

One of the questions that have been raised is: Do we consider a winery as an agricultural use. BCC Section 11.04.020(8) defines agricultural as: (7) "Agriculture" means the tilling of soil, raising of crops, livestock and horticulture for commercial

purposes and all the equipment and activities normally and routinely a part of the chain of production." Under this definition a wineries are not considered an agricultural use.

However, the BCC Section 11.04.020(11) provides a definition for agriculture related industry:

(11) "Agriculture Related Industry" means specifically:

a) Packaging Plants - may include but are not limited to the following activities: washing, sorting, crating, and other functional operations such as drying, field crushing, or other preparation in which the chemical and physical composition of the agriculture product remains essentially unaltered. Does not include processing activities, or slaughter houses, animal reduction yards, and tallow works.

(b) Processing Plants - may include but are not limited to those activities, which involve the fermentation or other substantial chemical and physical alteration of the agricultural product. Does not include slaughter houses or rendering plants.

(c) Storage Facilities - may include those activities which involve the warehousing of processed and/or packaged agricultural products.

Under this definition, wineries are considered an agriculture related industry. But wineries today are wanting more than to just process grapes into wines. Some are wanting accessory uses to the winery, such as sampling, tasting, kitchen and food services, guest rooms, retail sales, special event rooms and other uses within a winery that are not "agricultural uses" within an agricultural district under GMA; these have to be addressed in the local regulations .

RCW 36.70A.177 provides for accessory uses on agricultural lands and is as shown below:

"1) A county or a city may use a variety of innovative zoning techniques in areas designated as agricultural lands of long-term commercial significance under RCW 36.70A.170. The innovative zoning techniques should be designed to conserve agricultural lands and encourage the agricultural economy. Except as provided in subsection (3) of this section, a county or city should encourage nonagricultural uses to be limited to lands with poor soils or otherwise not suitable for agricultural purposes.

(2) Innovative zoning techniques a county or city may consider include, but are not limited to:

(a) Agricultural zoning, which limits the density of development and restricts or prohibits nonfarm uses of agricultural land and may allow accessory uses, including nonagricultural accessory uses and activities,

that support, promote, or sustain agricultural operations and production, as provided in subsection (3) of this section;

(b) Cluster zoning, which allows new development on one portion of the land, leaving the remainder in agricultural or open space uses;

(c) Large lot zoning, which establishes as a minimum lot size the amount of land necessary to achieve a successful farming practice;

(d) Quarter/quarter zoning, which permits one residential dwelling on a one-acre minimum lot for each one-sixteenth of a section of land; and

(e) Sliding scale zoning, which allows the number of lots for single-family residential purposes with a minimum lot size of one acre to increase inversely as the size of the total acreage increases.

(3) Accessory uses allowed under subsection (2)(a) of this section shall comply with the following:

(a) Accessory uses shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the property and neighboring properties, and shall comply with the requirements of this chapter;

(b) Accessory uses may include:

(i) Agricultural accessory uses and activities, including but not limited to the storage, distribution, and marketing of regional agricultural products from one or more producers, agriculturally related experiences, or the production, marketing, and distribution of value-added agricultural products, including support services that facilitate these activities; and

(ii) Nonagricultural accessory uses and activities as long as they are consistent with the size, scale, and intensity of the existing agricultural use of the property and the existing buildings on the site. Nonagricultural accessory uses and activities, including new buildings, parking, or supportive uses, shall not be located outside the general area already developed for buildings and residential uses and shall not otherwise convert more than one acre of agricultural land to nonagricultural uses; and

(c) Counties and cities have the authority to limit or exclude accessory uses otherwise authorized in this subsection (3) in areas designated as agricultural lands of long-term commercial significance.

(4) This section shall not be interpreted to limit agricultural production on designated agricultural lands. "

Based on the above RCW section nonagricultural accessory uses and activities can be allowed in the GMA Agricultural Zoning District so long as they are consistent with the size, scale, and intensity of the existing agricultural uses of the property and the existing buildings on the site. Nonagricultural accessory uses and activities, including new buildings, parking, or supportive uses, shall not be located outside the general area

already developed for buildings and residential uses and shall not otherwise convert more than one acre of agricultural land to nonagricultural uses.

Ordinance 445 contains a section for nonagricultural accessory uses and activities. The requirements for those uses and activities are under the conditional use section of the ordinance. The modification to the ordinance that we suggest (below) only address the provisions of Ordinance 445 that have been identified as a constraint to the construction of wineries in the GMA Agricultural District.

The following recommendation would also be consistent with most of the recommendations in the Tri-City Development Council letter.

**RECOMMENDATIONS:** The following are the recommendation of the Planning Department for changes to Ordinance 445 (GMA Agricultural Zoning District) and the definitions section of the Benton County Zoning Code.

1. That the following changes (underlines and strike-outs) be made to the definition section of the Benton County Zoning Code 11.04:

(11) "Agriculture Related Industry" means specifically:

- (a) Packaging Plants - may include but are not limited to the following activities: washing, sorting, crating, and other functional operations such as drying, field crushing, or other preparation in which the chemical and physical composition of the agriculture product remains essentially unaltered. Does not include processing activities, or slaughter-houses, animal reduction yards, and tallow works.
- (b) Processing Plants - may include but are not limited to those activities which involve the fermentation or other substantial chemical and physical alteration of the agricultural product. Does not include wineries, slaughter houses or rendering plants.
- (c) Storage Facilities - may include those activities which involve the warehousing of processed and/or packaged agricultural products.

~~(148) "Wineries/Breweries" means facilities where fruit or other products are processed into wine or spirits and related storage, bottling, shipping, sampling, tasting and sale of such.~~

(148) "Winery, Basic" means a building or cluster of buildings used for the making of wine(s) and where are located the processing areas and customary equipment to at a minimum, crush, press, ferment and rack the wine; and may also include areas for filtering, aging, bottling and storage of finished product, and retail, wholesale and producer sales of wine including sales and tasting

rooms.

(149) "Winery, Retail/ Agri-Tourism operation" means a basic winery with processing capacity sufficient to process the volume of fruit grown on the parcel, and may also include incidental to the basic uses: a maximum of six hundred (600) square feet of space for visitor food preparation and eating; up to three (3) guest rooms for overnight lodging on a floor above basic uses; and an interior space of up to fifteen hundred (1,500) square feet for special events, seminars or other small social gatherings.

(150) "Winery, Destination/Agri-tourism Operation" means a basic winery with processing capacity sufficient at least to process the volume of fruit on the parcel, and may also include a maximum of eight hundred (800) square feet of interior space for visitor food preparation and eating; up to twenty (20) guest rooms for overnight lodging; and an interior space not exceeding three thousand (3000) square feet for special events, seminars or other small social gatherings.

2. That the following changes be made to Ordinance 445, GMA Agricultural Zoning District in the Allowed Use section of the ordinance:

~~(10) Basic winery-Wineries and breweries and up to three (3) guest rooms for overnight lodging at a winery/brewery; provided, the winery/brewery must be on a parcel with eighty (80) percent of the acreage planted with a producing commercial vineyard; commercial hop operation or a grain crop and no more than fifteen (15) percent of the total floor area of the collective winery/brewery buildings, excluding any barrel storage rooms, may be used for kitchen and food service-hospitality.~~

( ) Winery, Retail/ Agri-Tourism operation that complies with the following criteria:

(a) 50 percent of the acreage of the parcel, or an equal amount of acreage on an adjacent parcel under the same ownership, or leased by the owner of the parcel with the winery, must be planted and maintained in an agricultural use;

(b) The retail winery/agri-tourism operation shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(c) The retail winery/agri-tourism operation use must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(d) The retail winery/agri-tourism operation, including any new buildings, parking or supportive uses associated therewith shall not

otherwise convert more than one (1) acre of agricultural land to non-agricultural uses;

3. That the following changes be made to Ordinance 445, GMA Agricultural Zoning District in the Conditional Use section of the ordinance:

( ) Winery, Destination/Agri-tourism Operation" that complies with the following criteria:

(a) The Winery, Destination/Agri-tourism Operation shall be located, designed, and operated so as to not interfere with, and to support the continuation of, the overall agricultural use of the parcel;

(b) The Winery, Destination/Agri-tourism Operation use must be consistent with the size, scale, and intensity of the existing agricultural use of the parcel and the existing buildings thereon;

(c) The Winery, Destination/Agri-tourism Operation, including any new buildings, parking or supportive uses associated therewith shall not otherwise convert more than one (1) acre of agricultural land to non-agricultural uses;

(d) The parcel must be at least 40 acres in size.

(e) All guest rooms are located in a building's second floor or higher.

(f) 50% of the acreage of the parcel must be planted and maintained in vineyard, or for every guest room over three, ten acres of vineyard must be planted and maintained