

**July 28, 2008**

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

## MINUTES

### BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting

July 21, 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 During All or a Portion of the Meeting:** Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Facilities Manager Roy Rogers; Personnel Manager Melina Wenner; Bryan Perry, Safety/Training Coordinator; Planning Manager Mike Shuttleworth; Treasurer Duane Davidson; Ed Thornbrugh, Human Services; Public Works Director Ross Dunfee; Adam Fyall, Community Development Coordinator; Pat Powell, Auditor's Office; Erhiza Rivera, Treasurer's Office; and DPA Ryan Brown.

#### Approval of Minutes

The Minutes of July 7, 2008 were approved.

It was moved and seconded to approve the July 7, 2008 Bi-County Minutes. Commissioner Benitz requested that the minutes include his statement to have the scope of work include what was presented both by CAC and the Department of Human Services. Commissioner Bowman said he agreed. Upon vote, the July 7, 2008 Bi-County Minutes were approved as amended.

The Public Hearing Minutes of July 7, 2008 were approved.

#### Review Agenda

Consent agenda items "d" (Procurement of Office Furniture for Courtroom TI Project) and "g" (Service Contract w/Cascade Fire Protection Co.) were pulled from the consent agenda.

#### Consent Agenda

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

Auditor

- a. Surplus of Personal Property

Central Services

- b. Purchase of Scanner for Clerk Collections

Coroner

- c. Line Item Transfer, Fund No. 0000-101, Dept. 109

Fairgrounds

- e. Lease Agreement w/Columbia Basin Pigeon Club
- f. Lease Agreement w/Cheryl Ziemer, dba Country Nesters
- h. Service Contract w/Hart's Backflow Testing, LLC

GIS

- i. Contract w/County of Yakima for Orthophoto Project

Juvenile

- j. Probation Liaison Program Agreement w/Pasco School District
- k. Grant Contract w/DSHS, Office of Juvenile Justice

Road/Engineer

- l. Agreement w/City of Prosser & City of Benton City for Allocation of SAFETEA-LU Funds
- m. Granting Franchise to City of Benton City
- n. Plan Approval for Mt. Adams View Road
- o. Line Item Transfer, Fund No. 0101-101, Dept. 500

Sheriff

- p. Agreement w/Benton County Emergency Services
- q. Authorization of Payment for David Clark Radio System
- r. Authorization of Repairs to Patrol Vehicle
- s. Salary Placement Authorization

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

**Financial Forecast Presentation**

Linda Ivey presented a spreadsheet outlining the 2009-2014 Revenue and Expenditure Forecast, and briefly discussed the following funds: VIT Impact, REET, Rural County, 1/10% CJ and Capital Projects.

**Other Business**

Rattlesnake Mountain Update

Adam Fyall said that DOE would be presenting the amended draft on Wednesday for the Laliik area designation by DOE. Mr. Fyall said he would attend that meeting to see if DOE was proposing the amendments as previously agreed.

Mr. Fyall said he also met with the Governor and the Hanford Communities group and the Governor stated she would support the proposal that all partners join in and preserve access and easement for the road by signing a letter of support. Additionally, Mr. Fyall stated that

Emergency Management was working on the scope of work with Energy Northwest and that draft should be provided shortly.

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

### **Metropolitan Park District Request**

Lloyd Carnahan, Benton City Mayor requested the Board approve a ballot to go to a vote of the people to form a Metropolitan Park District in Benton City and parts of unincorporated Benton County.

Ron Duncan, Benton County Fire District #2 Fire Chief, presented a letter to the Board from himself and Mike Spring, Benton County Fire District #4 Fire Chief. The letter outlined concerns regarding the proposal and its impacts to the Fire Districts.

Mr. Carnahan, in response to the letter, said it was the Fire District's responsibility to protect their district and their right and obligation to bring the issue forward. He also said the district area proposed was not the same taxing district as the library district and had been reduced by removing the land that was involved in the W. Richland Urban Growth Area.

Commissioner Bowman said he was concerned the issue may be premature to go to a vote, the citizens might not be on board, nor aware of the land that was involved. He also said he was concerned about the actual cost of operation and how it would be funded.

Commissioner Benitz said was in support of economic development, however, the resolution did not identify ongoing costs. He said he wanted to wait another year so Benton City could develop a long-term plan. Additionally, Commissioner Benitz said the written comment received from the Fire Districts would need to be sent to the Boundary Review Board so it could be addressed during a public hearing.

Chairman Oliver said he was in support of the issue going forward, however, a majority of the Board was not in favor.

Chief Duncan said the Fire Districts' opposition to the matter was the effect on the tax base and emergency services and possible negative effect on current budget funding.

Ryan Brown requested the Board submit a letter to the Boundary Review Board stating it would not be submitting a notice of intent.

### **Proposal to Purchase Property Easement**

Loretta Smith Kelty presented a proposal from Hall Engineering Associates to purchase Lot 2 on the Quinault property. Ms. Smith Kelty recommended option 1. The Board concurred.

**MOTION:** Commissioner Benitz moved to approve the Board sell Lot 2 of the Quinault Property in the amount of \$103,401. Commissioner Bowman seconded.

## Discussion

Chairman Oliver asked if the price was appropriate at this time. Ms. Smith Kelty stated that it was, given the present market conditions.

Upon vote, the motion carried unanimously.

## Crow Butte Park – Summary Update

The Port of Benton gave an update regarding the capital improvements made at Crow Butte Park and included details of the master plan and revenues generated so far.

Commissioner Benitz requested the Port work with the County Road Department regarding the chip seal project at the entrance.

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

## Executive Session – Potential Litigation

The Board went into executive session at 10:12 a.m. for approximately 30 minutes with attorney Mark Johnson via telephone conference. Also present were David Sparks, Melina Wenner, Bryan Perry, Loretta Smith Kelty, Roy Rogers, and Cami McKenzie. The Board came out of executive session at 10:32 a.m. Mr. Sparks announced that no decisions were made in executive session, but direction was given.

## Other Business

### NACO

Commissioner Bowman updated the Board on his recent attendance at the NACO annual meeting in Kansas City, Missouri and briefly discussed the following: tour of General Motors assembly plant; agenda items passed by the Transportation Steering Committee; Clean Water Act; and his appointment to Vice Chairman of the Transportation Committee.

### Commute Trip Reduction

Commissioner Bowman said they would be asking the Governor during the next legislative session for another two-year extension to try and resolve the congestion at the Blue Bridge before being required to participate in commute trip reduction.

## Vouchers

Check Date: 07/03/2008

Warrant #: 218920-219117

Direct Deposit #: 38530-39073

Total all funds: \$1,923,888.60

Check Date: 07/03/2008  
Taxes #: 10108071-10108072  
Warrant #: 901639-901679  
Total all funds: \$1,744,247.77

Check Date: 07/11/2008  
Warrant #: 901860-902080  
Total all funds: \$904,547.15

Check Date: 07/15/2008  
Warrant #: 219126-219367  
Total all funds: \$106,282.49

Check Date: 07/15/2008  
Taxes #: 10108073-10108075  
Total all funds: \$35,231.19

Check Date: 07/18/2008  
Warrant #: 902162-902435  
Total all funds: \$5,670,666.37

Check Date: 07/18/2008  
Warrant #: 902436-902810  
Total all funds: \$9,128.87

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

### **Resolutions**

- 08-658 Surplus of Personal Property
- 08-659 Purchase of Scanner for Clerk Collections
- 08-660 Line Item Transfer, Fund No. 0000-101, Dept. 109
- 08-661 Lease Agreement w/Columbia Basin Pigeon Club
- 08-662 Lease Agreement w/Cheryl Ziemer, dba Country Nesters
- 08-663 Service Contract w/Hart's Backflow Testing, LLC
- 08-664 Contract w/County of Yakima for Orthophoto Project
- 08-665 Probation Liaison Program Agreement w/Pasco School District
- 08-666 Grant Contract w/DSHS, Office of Juvenile Justice
- 08-667 Agreement w/City of Prosser & City of Benton City for Allocation of SAFETEA-LU Funds
- 08-668 Granting Franchise to City of Benton City
- 08-669 Plan Approval for Mt. Adams View Road
- 08-670 Line Item Transfer, Fund No. 0101-101, Dept. 500
- 08-671 Agreement w/Benton County Emergency Services
- 08-672 Authorization of Payment for David Clark Radio System

08-673      Authorization of Repairs to Patrol Vehicle

There being no further business before the Board, the meeting adjourned at approximately 10:52 a.m.

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Clerk of the Board

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Chairman

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

**Board of County Commissioners**  
**BENTON COUNTY**

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator



July 28, 2008

Ms. Ginny Waltman, Assistant Audit Manager  
Washington State Auditor's Office  
100 North Morain, Suite 216  
Kennewick, WA 99336

Dear Ms. Waltman:

We are providing this letter in connection with your audit of applicable federal programs of Benton County for the period January 1, 2007 through December 31, 2007 for the purpose of expressing an opinion on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133 of the County. We confirm that we are responsible for compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of information that, in the light of surrounding circumstances, make it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

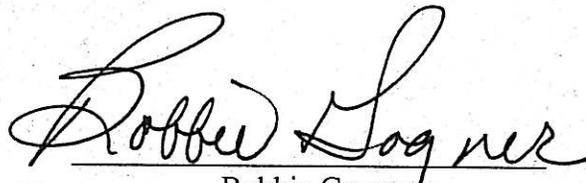
1. We are responsible for complying, and have complied, with the requirements of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
2. We have prepared the Schedule of Expenditures of Federal Awards in accordance with OMB Circular A-133 and included all expenditures from federal agencies and pass-through agencies in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.
3. We have identified the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal awards.

4. Except as disclosed by the auditor, we have complied, in all material respects, with the compliance requirements related to our federal awards.
5. Our interpretations of any federal compliance requirements that vary from federal or pass-through agency interpretations have been provided to the auditor.
6. We have maintained internal control over federal programs sufficient to provide reasonable assurance that awards are managed in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of our federal awards.
7. We have disclosed whether any changes in internal controls over federal awards, including any corrective action taken in response to findings, has occurred subsequent to the date as of which federal compliance was audited.
8. We have made available all contracts and grant agreements (including amendments, if any) and any other correspondence that has taken place with federal agencies or pass-through entities related to federal awards.
9. We have identified and disclosed to the auditor all amounts questioned and known noncompliance with requirements of our federal awards, including the results of other audits or program reviews. Further, we have disclosed any known noncompliance occurring subsequent to the period for which compliance is audited.
10. We have provided the auditor with all information regarding follow-up work performed by federal or pass-through agencies on prior findings, including management decisions.
11. We have made available all documentation related to the compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
12. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared, and are prepared on a basis consistent with that presented in the Schedule of Expenditures of Federal Awards.
13. The copies of federal program financial reports provided to the auditor are true copies of the reports submitted, or electronically transmitted, to federal agencies or pass-through entities.
14. We have accurately completed the appropriate sections of the Data Collection Form.
15. We have advised our subrecipients of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements we impose as a condition of receiving Federal awards.

16. We have monitored the activities of our subrecipients as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements.
17. We have determined that subrecipients expending \$500,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-profit Organizations* for that fiscal year.
18. We have issued a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensured that the subrecipient has taken appropriate and timely corrective action.
19. We have considered the results of our subrecipients' audits and made any necessary adjustments to our own books and records.

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Claude Oliver  
Chairperson,  
Board of County Commissioners



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Bobbie Gagner  
Benton County Auditor



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Duane A. Davidson  
Benton County Treasurer

cc: Board of County Commissioners  
Bobbie Gagner, Benton County Auditor  
Duane A. Davidson, Benton County Treasurer  
Ryan Brown, Chief Civil Deputy, Benton County

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>7/28/08</u>	Execute Contract _____	Consent Agenda _____ x
Subject: _____	Pass Resolution _____	Public Hearing _____
Prepared by: <u>L. Small</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
		Other Business _____

b

**BACKGROUND INFORMATION**

The attached resolution and contract is for the procurement of office furniture for the new Courtroom TI project. The proposed purchase is being bought from Brutzman's Office Solution, Richland, WA through an U.S. Communities Contract for an amount of \$59,529.28 including W.S.S.T.

**RECOMMENDATION**

Approve the attached resolution awarding the procurement and installation of the office furniture for the new Courtrooms TI project to Brutzman's Office Solutions in the amount of \$59,529.28 including W.S.S.T., and authorize the Chairman of the Board to sign said contract.

# RESOLUTION

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

**IN THE MATTER OF AWARDING THE PROCUREMENT AND INSTALLATION OF HAWORTH OFFICE FURNITURE FOR THE NEW COURTROOMS TI PROJECT LOCATED AT THE BENTON COUNTY JUSTICE CENTER, KENNEWICK, WA TO BRUTZMAN'S OFFICE SOLUTIONS**

**WHEREAS**, the U.S. Communities Contract RQ07-878957-20/N051016 allows for the procurement of Haworth furniture for the Benton County Courtrooms TI Project located at the Benton County Justice Center, Kennewick, WA; and

**WHEREAS**, Benton County Facilities Manager received a proposal from Brutzman's Office Solutions, Kennewick, WA in the amount of \$59,029.28 inclusive of WSST for the procurement and installation of Haworth office furniture based on the U.S. Communities Contract RQ07-878957-20/N051016; and

**WHEREAS**, the Benton County Facilities Manager researched this furniture and reviewed the proposal and recommends the award for the purchase and installation of said office furniture to Brutzman's Office Solutions for the amount of \$59,029.28 including WSST; and

**WHEREAS**, the total amount payable, including acceptable overages, incidentals and other unanticipated cost shall not exceed \$59,529.28 including WSST; **NOW, THEREFORE**

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the recommendation and awards the procurement and installation of Haworth office furniture for the Benton County Courtrooms TI project to Brutzman's Office Solutions for a total contract amount not to exceed \$59,529.28 including WSST; and

**BE IT FURTHER RESOLVED** the Board authorizes the Chairman of the Board to sign the agreement attached hereto.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**CONTRACT FOR PROCUREMENT  
AND INSTALLATION OF FURNITURE**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BRUTZMAN'S OFFICE SOLUTIONS**, a corporation organized under the laws of the State of Washington, with its principal address at PO Box 6044, Kennewick, WA 99336-0044 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

Exhibit "A" - Contractor's Bid Proposal dated 5/15/08

**2. DURATION OF CONTRACT**

The Contractor shall commence work on a date to be specified in the written Notice to Proceed issued by the Owner and contract will terminate when work has been accepted via resolution by the Board of Benton County Commissioners.

**3. SERVICES AND GOODS PROVIDED**

The COUNTY shall purchase, and CONTRACTOR shall sell, the furniture specified in the Bid Proposal attached as Exhibit "A".

The specified furniture shall be delivered to 7122 W. Okanogan, Kennewick, WA or such other place, as CONTRACTOR shall be directed in writing. This delivery shall be FOB the installation location and CONTRACTOR shall retain responsibility and liability for safe delivery of complete and undamaged goods. Furthermore, CONTRACTOR shall, utilizing its bona fide employees, provide complete delivery and installation and functional setup of the office furniture specified in Bid Proposal. Furniture shall be installed or setup at 7122 W. Okanogan, Kennewick, WA at the direction of COUNTY designated personnel. This includes

necessary for proper delivery, setup and installation.

**4. CONTRACT REPRESENTATIVES**

The parties' representatives are as follows:

- a. For CONTRACTOR: Ken Brutzman  
Brutzman's Office Solution  
PO Box 6044  
Kennewick, WA 99336  
(509) 735-0300 Phone  
(509) 735-0330 Fax
  
- b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager  
Benton County Commissioners  
PO Box 190  
Prosser, WA 99350  
(509) 786-5600 Phone  
(509) 786-5625 Fax

Each party must have a contract representative at all times this contract is in force. A party may change its representative by providing prompt written notice to the other party.

**5. COMPENSATION**

The CONTRACTOR shall be paid in accordance with the bid proposal provided in Exhibit "A" attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement for the purchase and installation of said furniture is fifty nine thousand twenty nine dollars and twenty-eight cents (\$59,029.28) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated cost shall not fifty nine thousand five hundred twenty nine dollars and twenty-eight cents (\$59,529.28) including Washington State Sales tax.

**6. INVOICING**

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

7. **DEFECTS**

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

8. **AMENDMENT AND CHANGES IN WORK**

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

9. **HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons, damage to property or business, or any other source of liability whatsoever, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. In the event that any loss described above in this paragraph results from the concurrent liability of CONTRACTOR and COUNTY, CONTRACTOR shall only be responsible for indemnifying COUNTY for that portion of the loss attributable to the actions or omissions of CONTRACTOR, its officers, employees or agents.
- b. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, its employees, agents or subcontractors.
- c. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or

subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

10. **INSURANCE**

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

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.
- b. Commercial General Liability Insurance: CONTRACTOR shall maintain commercial general liability coverage for bodily injury, sickness, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate limit shall apply separately to this Contract (per project) and be no less than two million dollars (\$2,000,000). The policy shall not contain exclusions or limitations applicable to any activities undertaken, or materials used by CONTRACTOR in fulfilling this 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:  
  
Loretta Smith Kelty, Contract Manager  
Benton County Commissioners  
PO Box 190  
Prosser, WA 99350
- 14) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager.  
  
If CONTRACTOR is self-insured for worker's compensation coverage, evidence of its status, as a self-insured

entity shall be provided to COUNTY. If requested by COUNTY, contractor must describe its financial condition and the self-insured funding mechanism.

**11. PERFORMANCE BOND**

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

**12. TERMINATION**

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

**13. COMPLIANCE WITH LAWS**

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

**14. NONDISCRIMINATION**

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

**15. DISPUTES**

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

**16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

**17. ENTIRE AGREEMENT**

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

**18. NOTICES**

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

**19. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole

or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

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

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

**BENTON COUNTY**

**BRUTZMAN'S OFFICE SOLUTIONS**

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

\_\_\_\_\_  
Ken Brutzman, President

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

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

Approved as to Form:

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

*Exhibit A*

**Quote**

BRUTZMAN'S OFFICE SOLUTIONS  
P.O. BOX 6044

KENNEWICK, WA 99336-0044  
phone:(509) 735-0300  
FAX:(509) 735-0330

sold to:

BENTON CO. DISTRICT COURT  
7122 W. OKANOGAN PLACE BLDG A  
KENNEWICK, WA 99336

order number: 0000704776  
customer number: 7358476  
telephone number: ( )735-8476 ext:  
fax number: ( )736-3069  
page number: 1  
order date: 05/15/2008

ship to:

7122 W. OKANOGAN PLACE BLDG A  
KENNEWICK, WA 99336

special comments/instructions:

purchase order	customer representative	invoice terms	sales representative			
	JACKI	NET 10TH PROX	KEN BRUTZMAN	unit	amount	
quantity	mfg/product number	product description	unit price	net price	unit	amount
*****Judge's Chambers*****						
3	HAM TRDD-3672-2SN ,VD-W06(1)	HAWORTH ITEM DESK,FULL HEIGHT PEDESTAL 36" X 72"	2993.00 / 1	1466.57 / 1	EA	4,399.71
3	HAM TCKF-2172-2SN ,VD-W06(1)	HAWORTH ITEM KNEESPACE CREDENZA,FL HGT PED 21" X 72"	2673.00 / 1	1309.77 / 1	EA	3,929.31
3	HAS D811-2241 ,XG-001(2),TR-00F	HAWORTH ITEM MONACO,1-PK,FAB,L-HBK,OPN ARM,LUM	2923.00 / 1	1139.97 / 1	EA	3,419.91
3	HAS 4045-00 ,IC-001,M2-W06	HAWORTH ITEM COMPOSITES GUEST CHAIR UPHOLSTERED BACK	888.00 / 1	435.12 / 1	EA	1,305.36
3	HAS TQ84-0013	HAWORTH ITEM TODO,TRIPLE,STATIONARY,ONE FABRIC	3350.00 / 1	1641.50 / 1	EA	4,924.50
*****Courtrooms*****						
3	HAS D841-2241 ,XG-001(2),TR-00F	HAWORTH ITEM MONACO,1-PK,FAB,M-MBK,OPN ARM,LUM	2795.00 / 1	1090.05 / 1	EA	3,270.15
3	HZY SZT-20-721MA1	HAWORTH ITEM ZODY TASK CHAIR,FABRIC SEAT/MESH BACK	1103.00 / 1	529.44 / 1	EA	1,588.32
15	HZY SZT-20-101MA1	HAWORTH ITEM ZODY TASK CHAIR,FABRIC SEAT/MESH BACK	907.00 / 1	435.36 / 1	EA	6,530.40
*****Jury Rooms*****						
3	HPP TARP-3696-LTSNJG4N	HAWORTH ITEM PLANES,TABLE,PEBBLE 36X96	944.00 / 1	405.92 / 1	EA	1,217.76
45	HAS Z831-1W42	HAWORTH ITEM LOOK,MID-BACK,SYNCHRO,3D ARM,HARD CASTER,NO LOCK	768.00 / 1	353.28 / 1	EA	15,897.60
*****Law Library*****						
1	HPL TARA-60F6-LJMNPG4N	HAWORTH ITEM PLANES,TABLE,RECT 60X156	3920.00 / 1	1685.60 / 1	EA	1,685.60
12	HAS Z831-1W42	HAWORTH ITEM LOOK,MID-BACK,SYNCHRO,3D ARM,HARD CASTER,NO LOCK	768.00 / 1	353.28 / 1	EA	4,239.36

# Quote

BRUTZMAN'S OFFICE SOLUTIONS  
P.O. BOX 6044

KENNEWICK, WA 99336-0044  
phone:(509) 735-0300  
FAX:(509) 735-0330

sold to:

BENTON CO. DISTRICT COURT  
7122 W. OKANOGAN PLACE BLDG A  
KENNEWICK, WA 99336

order number: 0000704776  
customer number: 7358476  
telephone number: ( )735-8476 ext:  
fax number: ( )736-3069  
page number: 2  
order date: 05/15/2008

ship to:

7122 W. OKANOGAN PLACE BLDG A  
KENNEWICK, WA 99336

special comments/instructions:

purchase order	customer representative	invoice terms	sales representative			
	JACKI	NET 10TH PROX	KEN BRUTZMAN			
quantity	mfg/product number	product description	unit price	net price	unit	amount
*****Attorney Conference*****						
2	HAW TPRR-48	HAWORTH ITEM ROUND HYBRID TABLE 48"	721.00 / 1	230.72 / 1	EA	461.44
6	HAE M600-2110	HAWORTH ITEM 4-LEG STACKER,ARMS,POLY OUTER	353.00 / 1	155.32 / 1	EA	931.92
		INSTALLATION SERVICES				704.00

\*\*\*\*\*NOTES\*\*\*\*\*

- >Pricing per U.S. Communities contract #N051016.
- >Lead time: Seating & tables - 5 weeks, Desks - 7 weeks.
- >FOB Point: Destination.

	54,505.34
sales tax	4,523.94
total	59,029.28

**HAWORTH, INC. - U.S. COMMUNITIES NATIONAL SALES AGREEMENT  
CUSTOMER COPY - MULTIPLE AWARD**

N051016 For orders shipping within the continental United States

Product Group	Systems	Seating	Freestanding	Wood Categories	Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
I Regular Lead Time	UniGroup® NW/WT PLACES® NW/WT UniGroup® Too				UniGroup® NW/WT, PLACES® NW/WT		\$1-\$100,000 \$100,001 or More	68% Negotiable
Rush								
II Regular Lead Time	IF®				IF®		\$1 or more \$1-\$100,000 \$100,001 or More	61% 68% Negotiable
Rush								
III Regular Lead Time	PLACES® FW				PLACES®		\$1 or more \$1-\$100,000 \$100,001 or More	53% 51% Negotiable
Rush								
IV Regular Lead Time	RACE® PREMISE® NW/WT, Moxie™				PREMISE®		\$1-\$100,000 \$100,001 or More	64% Negotiable
Rush								
V Regular Lead Time	Compass						\$1 or more \$1-\$100,000 \$100,001 or More	53% 62% Negotiable
Rush								
VI Regular Lead Time		Accolade®/Comfort® 28 NW, Monaco®/ System 58					\$1-\$50,000 \$50,001 or More	61% Negotiable
Rush								
VII Regular Lead Time		TAS® / Inspiro®, System 12, Tag™ / System 28 Wood, X99®					\$1 or more \$1-\$50,000 \$50,001 or More	57% 56% Negotiable
Rush								
VIII Regular Lead Time		Zoocy Clu					\$1 or more \$1-\$25,000 \$25,001 or More	54% 56% Negotiable
Rush								
IX Regular Lead Time		Look™					\$1 or more \$1-\$50,000 \$50,001 or More	53% 54% Negotiable
Rush								
X Regular Lead Time			950 Series Files, PLACES®, Freestanding Steel, IF® Personal Storage Towers, IF® Lateral Files, PREMISE® Casegoods NW/WT, Moxie™ FS Storage, X Series™ Files and Pedestals, Y Series™ Files and Pedestals				\$1 or more \$1-\$50,000 \$50,001 or More	54% 62% Negotiable
Rush							\$1 or more	54%

**HAWORTH, INC. - U.S. COMMUNITIES NATIONAL SALES AGREEMENT  
CUSTOMER COPY - MULTIPLE AWARD**

Product Group	Systems	Seating	Freshending	Wood Caseworks	Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
XI Regular Lead Time	Vancouver™ Panel Hung	800 Series, Ascent™, Berlin™, Composites™, Dendure™, Essex™, Elon™, Europa™, Firenze™, Galerie™, Hello™, Kalin™, Laurel™, Maria™, October™, Prescott™, Tally™, Tuscany™, Tuxedo™, ToDo® Richmond™		PLACES® Wood Caseworks and Freshending Units, Varia™, Orlando™, Tripoli™, YORK, Vancouver™, Freshending, Nottingham™, Masters	Galeria™, Varin™, Entropy™, Profile, Series K™, Tripoli™, Nottingham™		\$1-\$25,000 \$25,001 or More	51% Negotiable
Rush		Kinetics®			Kinetics®, Tactics®		\$1 or more	41%
XII Regular Lead Time							\$1-\$25,000 \$25,001 or More	57% Negotiable
Rush							\$1 or more	53%
XIII Regular Lead Time	Crossings™						\$1-\$25,000 \$25,001 or More	54% Negotiable
XIV Regular Lead Time	Jump®/Sniff Boogie Boudi						\$1-\$25,000 \$25,001 or More	40% Negotiable
XV Regular Lead Time	European Product						\$1-\$25,000 \$25,001 or More	40% Negotiable
XVI Regular Lead Time		Zody					\$1-\$25,000 \$25,001 or More	52% Negotiable
						TeaCrate	\$1 to \$125,000 \$125,001 or more	62% Negotiable
						Nexus, Powerweb	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	52.5% 56.5% Negotiable
<b>Architectural Interiors</b>								
							Recommended Customer Self	Customer Discount off RCS
						LEGS Private Office LEGS Open Office Refreshment Centers LIFESPACE	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More \$1-\$100,000 \$500,001 or More	35% 41% Negotiable 37% 40% Negotiable
						ECHO/Huron/Mimio /Under Cabinet Fixed Task Lighting	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	29% 31% Negotiable

\*\*Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in these programs. A. Only the items listed within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier. B. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement. C. For Specials, Customer's Own Material (C.O.M.), finish matches, custom colors, and custom products, no changes or cancellations are allowed. All other products require approval for changes or cancellations made less than four (4) weeks before the ship-date; must be submitted to Customer Service for approval; and a minimum fee of 25% of net, and all related customer specific materials costs affected by the change or cancellation of an order.

# HAWORTH, INC. - U.S. COMMUNITIES NATIONAL SALES AGREEMENT CUSTOMER COPY - MULTIPLE AWARD

- D. will apply. Any changes/cancellations for these other products will not be accepted once product has been placed into the production schedule unless otherwise agreed in writing. Any change may cause the order or portion affected to be rescheduled with new shipment dates as determined by HAWORTH.
- E. Where Haworth has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Haworth to permit the efficient manufacture of any Products, or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacturer and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Buyer. When manufacture, delivery or installation is delayed by the Buyer or at the Buyer's request: (i) Haworth may, at its option, present the invoice for the full price of the Products to the Buyer as then due and payable; (ii) the Buyer shall pay to Haworth all reasonable incidental expenses incurred by Haworth in connection with such delay; and (iii) the Buyer shall bear all risk of loss or damage to the Products being sold by Haworth for the Buyer.
- F. Installation and Change Orders. Where installation services are to be provided by Haworth or its subcontractors, Haworth will normally prepare a document setting forth the scope of installation work to be performed in connection with the installation of Haworth's products (the "Scope of Work"), and where applicable, the price to be charged by Haworth thereafter. Where Haworth is requested or required to perform work or provide materials which are not contemplated in the Scope of Work, or Buyer otherwise requests Products or services not contemplated in the Quotation (collectively "Extras"), prior to providing such Extras Haworth reserves the right to require the Buyer to provide and sign a written purchase order or change order acceptable to Haworth describing the Extras and the amounts to be charged therefor (a "Change Order"), and the Buyer agrees to pay such charges.
- G. Required Information. Where Haworth has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Haworth to permit the efficient manufacture of any Products, or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacturer and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Buyer. When manufacture, delivery or installation is delayed by the Buyer or at the Buyer's request: (i) Haworth may, at its option, present the invoice for the full price of the Products to the Buyer as then due and payable; (ii) the Buyer shall pay to Haworth all reasonable incidental expenses incurred by Haworth in connection with such delay; and (iii) the Buyer shall bear all risk of loss or damage to the Products being sold by Haworth for the Buyer.
- H. Control, the date for shipment shall be extended during the continuance of such cause and for a reasonable time thereafter. (d) Except as may be otherwise specifically indicated in this Quotation, the cost of installation of any Products purchased pursuant to the Quotation shall be charged in addition to any other amounts referred to herein, in accordance with Haworth's prevailing installation prices current as of the date of installation, and shall be subject to and in accordance with the additional terms and conditions set forth in the Installation Requirements below.
- I. Sufficient time shall be allocated by the Buyer following delivery of Products and prior to Buyer's occupation of the premises to allow the installation of all Products during conventional working hours, Monday through Friday, 7:30 a.m. to 4:30 p.m. Where sufficient time is not allocated and Haworth is required or requested to perform installation work outside of such times, overtime charges shall be charged at Haworth's then prevailing rates.
- J. Haworth shall be given free and exclusive access to: (i) a freight elevator of sufficient size and capacity to allow the efficient movement of the Products; (ii) a loading dock within 150' of the freight elevator, which loading dock shall be of sufficient size to enable full-size tractor-trailer deliveries to the premises (where required by Haworth); (iii) a secure storage/staging area; and (iv) convenient trash facilities. Where such areas and facilities are not available, Haworth shall be entitled to bill Buyer for all amounts incurred by Haworth for double-handling, product movement, lifting, hoisting, trash removal and any other resulting charges. (c) The installation site shall be free and clear of existing furniture, debris, or other obstructions (including construction in progress) and shall otherwise be in the reasonable opinion of Haworth ready for installation of the Products. Any building where Products are to be installed shall be fully closed in, dry and protected from the natural elements, with temperatures between 40°F and 90°F (4°C and 32°C) and relative humidity not to exceed 70% at all times during and after installation and shall be adequately heated and/or air-conditioned. Where unusual site conditions exist which impede or prevent the normal installation of any Products, applicable extra charges shall apply at prevailing rates.
- K. Haworth's installation pricing is based upon the installation occurring as one continuous delivery and installation project. Phased installation pricing shall be provided by Haworth on a case by case basis.
- L. Electrical handwiring, plumbing and mechanical work is not included and shall be the responsibility of the Buyer.
- M. Except as may be otherwise specifically indicated in the Quotation, installation pricing does not apply to projects where union labor is required. Where Haworth has provided installation pricing on the basis that non-anticipated cost of non-union labor and where Haworth is required to use union labor or it otherwise becomes impractical to use non-union labor, Haworth shall be entitled to charge the Buyer for any cost differential between the Haworth shall not be responsible for obtaining permits.
- N. Lateral load bracing is not included in the scope of Haworth's work and shall not be performed by Haworth.
- O. In areas where Nexus™ flooring Products are to be installed by Haworth, the existing sub-floor shall be smooth, mopped clean and dry with a maximum vertical elevation deviation of 0.375" (10mm) over a horizontal span of 10'-0" (3m), and without discontinuities in floor slope. For greater certainty, the scope of Haworth's installation work in such areas shall not be deemed to include any work required to level such sub-floor, remove protrusions, remove pre-existing floor coverings or adhesives, or any other work which is required to remedy any conditions which may impede the efficient installation of Nexus™ flooring. Except as may be otherwise specifically indicated in the Quotation, installation pricing for Nexus™ flooring Products and the Scope of Work in relation thereto shall not include any work required to remove and replace floor panels following their initial installation to provide undepositors or others with access to the underpanel cable management cavity.
- P. In areas where lifeSPACER™ movable walls are to be installed, all flooring (including carpeting) and ceiling components (including dropped ceiling grid components) shall be fully complete and ready for the installation of the lifeSPACER™ product. Further, the existing floor (or other surface on which the lifeSPACER™ panels are to be installed) shall have a maximum vertical deviation of 1.25" (30mm) and the dropped ceiling grid shall have a maximum vertical deviation of 0.375" (10mm) from the specifications to which such lifeSPACER™ panels were designed and manufactured (collectively the "Permitted Tolerances"), and shall otherwise comply with any site condition assumptions made known to Haworth prior to the manufacture of such Products (the "Site Assumptions"). Where the Permitted Tolerances or Site Assumptions are not strictly adhered to or met, additional charges may be incurred in connection with the modification or remanufacture of affected lifeSPACER™ products, together with all resulting shipping and labour charges at Haworth's then prevailing rates for such Products and services.
- Q. Scope of Work - Design. Buyer acknowledges that the Products to be manufactured or procured by Haworth in connection with the Quotation are or may be custom manufactured for Buyer, and that Haworth may be required to perform extensive work in relation to the design and specification of such Products, including extensive CAD work. Where Buyer requests that Haworth create as-built drawings or make more than two material revisions to any particular Product design or specification, Buyer agrees that Haworth shall be entitled to invoice Buyer with respect to such additional work on the basis of Haworth's then prevailing rates for such services, which at the date hereof are \$55.00 per hour for CAD time and related design and specification services.

**HAWORTH, INC. - U.S. COMMUNITIES NATIONAL SALES AGREEMENT**  
**CUSTOMER COPY - SOLE SOURCE**

N051017 For orders shipping within the Continental United States  
 Customer agrees to purchase substantially all products from Haworth

Product Group	Systems	Seating	Freestanding	Wood Caseworks	Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
I Regular Lead Time	UniGroup® NW/WT PLACES® NW/WT UniGroup® Too				UniGroup® NW/WT, PLACES® NW/WT		\$1-\$100,000 \$100,001 or More	70% Negotiable
Rush								
II Regular Lead Time	IF®				IF®		\$1 or more \$1-\$100,000 \$100,001 or More	63% 70% Negotiable
Rush								
III Regular Lead Time	PLACES® FV				PLACES®		\$1 or more \$1-\$100,000 \$100,001 or More	55% 53% Negotiable
Rush								
IV Regular Lead Time	RACE® PREMISE® NW/WT, Moxie™				PREMISE®		\$1-\$100,000 \$100,001 or More	66% Negotiable
Rush								
V Regular Lead Time	Compose						\$1 or more \$1-\$100,000 \$100,001 or More	55% 64% Negotiable
Rush								
VI Regular Lead Time		Accolade®/Comfort® 28 NW, Mianco®/ System 58					\$1-\$50,000 \$50,001 or More	63% Negotiable
Rush								
VII Regular Lead Time		TAS® / Improve®, System 12, Tag™ / System 28 Wood, X99®					\$1 or more \$1-\$50,000 \$50,001 or More	59% 58% Negotiable
Rush								
VIII Regular Lead Time		Zoocy Chu					\$1 or more \$1-\$25,000 \$25,001 or More	56% 58% Negotiable
Rush								
IX Regular Lead Time		Look™					\$1 or more \$1-\$50,000 \$50,001 or More	57% 58% Negotiable
Rush								
X Regular Lead Time			950 Series Files, PLACES® Freestanding Steel, IF® Personal Storage Towers, IF® Lateral Files, PREMISE® Caseworks NW/WT, Moxie™ FS Storage, X Series™ Files and Pedestals, V Series™ Files and Pedestals				\$1 or more \$1-\$50,000 \$50,001 or More	56% 64% Negotiable
Rush							\$1 or more	56%

**HAWORTH, INC. - U.S. COMMUNITIES NATIONAL SALES AGREEMENT  
CUSTOMER COPY - SOLE SOURCE**

Product Group	Systems	Seating	Freestanding	Wood Caseworks	Tables	Flooring/Electrical Architectural Interiors	List Dealer Value	Customer Discount Product Only
XI Regular Lead Time	Vancouver™ Panel Hung	800 Series, Accent™, Berlin™, Composites™, Denhur™, Essex™, Elon™, Europa™, Firenze™, Galerie™, Hello™, Kaina™, Laura™, Maria™, October™, Prescott™, Tally™, Tuscan™, Tuxedo™, ToDo® Richmond™		PLACES® Wood Caseworks and Freestanding Units, Vanta™, Orlando™, Tripoli™, YORK, Vancouver™ Freestanding, Nottingham™, Mustang	Galena™, Vanta™, Entropy™, Profit, Series K™, Tripoli™, Nottingham™		\$1-\$25,000 \$25,001 or More	53% Negotiable
Rush		Kinetics®			Kinetics®, Tactics®		\$1 or more \$1-\$25,000 \$25,001 or More	43% 59% Negotiable
XII Regular Lead Time								
Rush								
XIII Regular Lead Time	Crossings™						\$1 or more \$1-\$25,000 \$25,001 or More	57% 56% Negotiable
XIV Regular Lead Time	Jump® Staff Boogie Board						\$1-\$25,000 \$25,001 or More	40% Negotiable
XV Regular Lead Time	European Product						\$1-\$25,000 \$25,001 or More	40% Negotiable
XVI Regular Lead Time	Zody						\$1-\$25,000 \$25,001 or More	55% Negotiable
						TecCrete	\$1 to \$125,000 \$125,001 or more	62% Negotiable
						Nexus, Powerweb	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	52.5% 56.5% Negotiable
<b>Architectural Interiors</b>								
							Recommended Customer Sell	Customer Discount Offer %
						LEGS Private Office LEGS Open Office Refreshment Centers LIFE SPACE	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	35% 41% Negotiable 37%
						ECHO/Huron/Mimic /Under Cabinet Fixed Task Lighting	\$1-\$100,000 \$100,001-\$500,000 \$500,001 or More	40% Negotiable 29% 31% Negotiable

••Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in these programs.  
A. Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.  
B. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.  
C. For Specials, Customer's Own Material (C.O.M.), finish matches, custom colors, and custom products, no changes or cancellations are allowed. All other products require approval for changes or cancellations made less than four (4) weeks before the ship-date; must be submitted to Customer Service for approval; and a minimum fee of 25% of net, and all related customer specific materials costs affected by the change or cancellation of an order.

# HAWORTH, INC. – U.S. COMMUNITIES NATIONAL SALES AGREEMENT

## CUSTOMER COPY – SOLE SOURCE

will apply. Any changes/cancellations for these other products will not be accepted once product has been placed into the production schedule unless otherwise agreed in writing. Any change may cause the order or portion affected to be rescheduled with new shipment dates as determined by HAWORTH.

D. Where Haworth has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Haworth to permit the efficient manufacture of any Products, or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacturer and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Buyer. When manufacturer, delivery or installation is delayed by the Buyer or at the Buyer's request: (f) Haworth may, at its option, present the invoice for the full price of the Products to the Buyer as then due and payable; (g) the Buyer shall pay to Haworth all reasonable storage, handling and other reasonable incidental expenses incurred by Haworth in connection with such delay; and (h) the Buyer shall bear all risk of loss or damage to the Products being held by Haworth for the Buyer.

E. Installation and Change Orders. Where installation services are to be provided by Haworth or its subcontractors, Haworth will normally prepare a document setting forth the scope of installation work to be performed in connection with the installation of Haworth's products (the "Scope of Work"), and where applicable, the price to be charged by Haworth therefor. Where Haworth is requested or required to perform work or provide materials which are not contemplated in the Scope of Work, or Buyer otherwise requests Products or services not contemplated in the Quotation (collectively "Extras"), prior to providing such Extras Haworth reserves the right to require the Buyer to provide and sign a written purchase order or change order acceptable to Haworth describing the Extras and the amounts to be charged therefore (a "Change Order"), and the Buyer agrees to pay such charges.

F. Required Information. Where Haworth has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Haworth to permit the efficient manufacture of any Products, or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacturer and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Buyer. When manufacturer, delivery or installation is delayed by the Buyer or at the Buyer's request: (f) Haworth may, at its option, present the invoice for the full price of the Products to the Buyer as then due and payable; (g) the Buyer shall pay to Haworth all reasonable storage, handling and other reasonable incidental expenses incurred by Haworth in connection with such delay; and (h) the Buyer shall bear all risk of loss or damage to the Products being held by Haworth for the Buyer. If delay is due to any cause beyond Haworth's reasonable control, the date for shipment shall be extended during the continuance of such cause and for a reasonable time thereafter. (i) Except as may be otherwise specifically indicated in this Quotation, the cost of installation of any Products purchased pursuant to the Quotation shall be charged in addition to any other amounts referred to herein, in accordance with Haworth's prevailing installation prices current as at the date of installation, and shall be subject to and in accordance with the additional terms and conditions set forth in the Installation Requirements below.

G. Installation Requirements.

i) Sufficient time shall be allocated by the Buyer following delivery of Products and prior to Buyer's occupation of the premises to allow the installation of all Products during conventional working hours, Monday through Friday, 7:30 a.m. to 4:30 p.m. Where sufficient time is not allocated and Haworth is required or requested to perform installation work outside of Haworth's then prevailing rates.

ii) Haworth shall be given free and exclusive access to: (i) a freight elevator of sufficient size and capacity to allow the efficient movement of the Products; (ii) a loading dock within 150' of the freight elevator, which loading dock shall be of sufficient size to enable full-size tractor-trailer deliveries to the premises (where required by Haworth); (iii) a secure storage/loading area; and (iv) convenient trash facilities. Where such areas and facilities are not available, Haworth shall be entitled to bill Buyer for all amounts incurred by Haworth for double-handlings, product movement, lifting, hoisting, trash removal and any other resaling charges. (c) The installation site shall be free and clear of existing furniture, debris, or other obstructions (including construction in progress) and shall otherwise be in the reasonable opinion of Haworth ready for installation of the Products. Any building where Products are to be installed shall be fully closed in, dry and protected from the natural elements, with temperatures between 40°F and 90°F and 90% and relative humidity not to exceed 70% at all times during and after installation and shall be adequately treated and/or air-conditioned. Where unusual site conditions exist which impede or prevent the normal installation of any Products, applicable extra charges shall apply at prevailing rates.

iii) Haworth's installation pricing is based upon the installation occurring as one continuous delivery and installation project. Phased installation pricing shall be provided by Haworth on a case by case basis.

iv) Electrical handwiring, plumbing and mechanical work is not included and shall be the responsibility of the Buyer.

v) Except as may be otherwise specifically indicated in the Quotation, installation pricing does not apply to projects where union labor is required. Where Haworth has provided installation pricing on the basis that non-union labor be utilized, and where Haworth is required to use union labor or it otherwise becomes impractical to use non-union labor, Haworth shall be entitled to charge the Buyer for any cost differential between the anticipated cost of non-union labor and the actual cost of utilizing union labor.

vi) Haworth shall not be responsible for obtaining permits.

vii) Lateral load bracing is not included in the scope of Haworth's work and shall not be performed by Haworth.

viii) In areas where Nexus™ flooring Products are to be installed by Haworth, the existing sub-floor shall be smooth, mopped clean and dry with a maximum vertical elevation deviation of 0.375" (10mm) over a horizontal span of 10'-0" (3m), and without discontinuities in floor slope. For greater certainty, the scope of Haworth's installation work in such areas shall not be deemed to include any work required to level such sub-floor, remove protrusions, remove pre-existing floor coverings or adhesives, or any other work which is required to remedy any conditions which may impede the efficient installation of Nexus™ flooring. Except as may be otherwise specifically indicated in the Quotation, installation pricing for Nexus™ flooring Products and the Scope of Work in relation thereto shall not include any work required to remove and replace floor panels following their initial installation to provide tradespersons or others with access to the underpanel cable management cavity.

ix) In areas where Nexus™ flooring Products are to be installed, all flooring (including carpeting) and ceiling components (including dropped ceiling grid components) shall be fully complete and ready for the installation of the Nexus™ flooring Products. Further, the existing floor (or other surface on which the Nexus™ panels are to be installed) shall have a maximum vertical deviation of 1.25" (32mm) and the dropped ceiling grid shall have a maximum vertical deviation of 0.375" (10mm) from the specifications to which such Nexus™ panels were designed and manufactured (collectively the "Permitted Tolerances"), and shall otherwise comply with any site condition assumptions made known to Haworth prior to the manufacture of such Products (the "Site Assumptions"). Where the Permitted Tolerances or Site Assumptions are not strictly adhered to or met, additional charges may be incurred in connection with site remediation and/or the modification or remanufacture of affected Nexus™ Products, together with all resulting shipping and labor charges at Haworth's then prevailing rates for such Products and services.

H. Scope of Work - Design. Buyer acknowledges that the Products to be manufactured or procured by Haworth in connection with this Quotation are or may be custom manufactured for Buyer and that Haworth may be required to perform extensive work in relation to the design and specification of such Products, including extensive CAD work. Where Buyer requests that Haworth create as-built drawings or make more than two material revisions to any particular Product design or specification, Buyer agrees that Haworth shall be entitled to invoice Buyer with respect to such additional work on the basis of Haworth's then prevailing rates for such services, which at the date hereof are \$85.00 per hour for CAD time and related design and specification services.

**HAWORTH, INC. - U.S. COMMUNITIES NATIONAL SALES AGREEMENT  
 PRICING FOR THE GROUP LACASSE PRODUCT LINE**

**Customer Copy**

<b>Description</b>	<b>Product Group</b>	<b>List Value</b>	<b>Customer Discount</b>
Complete Lacasse Product Offering	United Chair Pan Gram 70 Series Avenue Concept 400e Lacasse Steel NVision Avenue Educational Products	0-\$50,000 \$50,001-\$200,000 Above \$200,001	50% 55% Neg.

# RESOLUTION

C

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

**IN THE MATTER OF THE NOTICE OF COMPLETION FOR THE PROCUREMENT AND  
INSTALLATION OF FOUR (4) HIGH SPEED ROLLING DOORS DESIGNATED FOR THE  
SALLY PORT DOORS AT THE BENTON COUNTY SHERIFF'S OFFICE CORRECTIONS  
FACILITIES LOCATED AT THE BENTON COUNTY JUSTICE CENTER**

**WHEREAS**, Benton County entered into a contract on May 5, 2008 with Industrial Equipment Solutions, Inc., Naches, WA for the procurement and installation of four (4) high speed rolling doors, per Resolution 08-492; and

**WHEREAS**, the Facilities Manager determined the project reached completion as of week ending July 18, 2008; **NOW, THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby accepts the procurement and installation of the four (4) high speed rolling doors project complete.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>07/28/08</u> Subject: <u>Cascade Fire Protection Co.</u>	Execute Contract Pass Resolution           X Pass Ordinance Pass Motion Board Direction	Consent Agenda           X Public Hearing
Prepared by: <u>icm/dgg</u> Reviewed by: <u>lsk</u>		1st Discussion 2nd Discussion
		Workshop

d

**BACKGROUND INFORMATION**

Building #2 at the Benton County Fairgrounds is in need of annual fire sprinkler testing and inspection. This service contract will allow Cascade Fire Protection Co. to test the fire sprinkler system for an amount not to exceed \$1,000.00 not including W.S.S.T. This amount also allows for acceptable overages, incidentals and other unanticipated costs.

**RECOMMENDATION**

The Deputy County Administrator and the Fairgrounds Maintenance Supervisor have reviewed the service contract and recommend approving the contract with Cascade Fire Protection Co.

# RESOLUTION

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

**IN THE MATTER OF A BLANKET SERVICE CONTRACT FOR “AS NEEDED”  
ELECTRICAL REPAIR SERVICES FOR THE BENTON COUNTY FAIRGROUNDS**

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

**WHEREAS**, Benton County Fairgrounds solicits Doyle Electric Inc. for various projects as this contractor is familiar with the Benton County Fairgrounds and is readily available and willing to provide services for the Fairgrounds when needed; and

**WHEREAS**, the Deputy County Administrator and the Fairgrounds Maintenance Supervisor recommend a blanket service contract with Doyle Electric Inc., Pasco, WA – Contractor’s License No. DOYLEEI277LC to be put in place for “as needed” electrical services for the Benton County Fairgrounds for small projects costing less than \$10,000; and

**WHEREAS**, this blanket contract would allow the Fairgrounds Maintenance Supervisor and fairgrounds personnel 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 contract and Doyle Electric Inc. price rates attached hereto for an accumulative contract amount not to exceed \$10,000 including WSST; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Fairgrounds Maintenance Supervisor’s recommendation and hereby awards Doyle Electric Inc. the blanket service contract for “as needed” services at the Benton County Fairgrounds for an amount not to exceed \$10,000 including WSST; and

**BE IT FURTHER RESOLVED** the Board hereby authorizes the Chairman to sign the service 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 two (2) additional twelve-month 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.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

**CONTRACT FOR SERVICES  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and CASCADE FIRE PROTECTION CO. a corporation organized under the laws of the State of Washington, with its principal address at 5104 W BRINKLEY ROAD, KENNEWICK, WA 99338 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

Exhibit "A" - Contractor's Proposal

Exhibit "B" - Prevailing wage tables for Benton County

**2. DURATION OF CONTRACT**

The term of this Contract shall begin when executed by both parties and shall expire on December 31, 2008 with an option to extend the contract term for two (2) additional twelve-month 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**

CONTRACTOR shall, utilizing its bona fide employees, provide complete delivery and installation and functional setup of annual fire sprinkler testing and inspection for Building #2 at Benton County Fairgrounds.

4. CONTRACT REPRESENTATIVES

The parties' representatives are as follows:

- a. For CONTRACTOR: Kevin O'Brien, Inspection Manager  
Cascade Fire Protection Co.  
5104 West Brinkley Road  
Kennewick, WA 99338  
(509) 783-9773  
(509) 783-4403 (Fax)
- b. For COUNTY: Ms. Loretta Smith Kelty, Contract Manager  
Benton County Commissioners  
PO Box 190  
Prosser, WA 99350  
(509) 786-5600  
(509) 786-5625 Fax

Each party must have a contract representative at all times this contract is in force. A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION

The CONTRACTOR shall be paid in accordance with the proposal provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is two hundred twenty dollars and zero cents (\$220.00) including W.S.S.T. Total amount payable, including acceptable overages, incidentals and other unanticipated costs shall not exceed one thousand dollars and zero cents, (\$1,000.00) not including W.S.S.T. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to COUNTY's contract representative. At the completion of the work contemplated herein, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment and no release of retainage will be made until such affidavit is provided.

6. INVOICING

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

7. DEFECTS

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

8. AMENDMENT AND CHANGES IN WORK

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

9. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons, damage to property or business, or any other source of liability whatsoever, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. In the event that any loss described above in this paragraph results from the concurrent liability of CONTRACTOR and COUNTY, CONTRACTOR shall only be responsible for indemnifying COUNTY for that portion of the loss attributable to the actions or omissions of CONTRACTOR, its officers, employees or agents.

- b. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, its employees, agents or subcontractors.
- c. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

10. INSURANCE

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

- a. Workers Compensation: CONTRACTOR shall comply with all Washington State Workers Compensation laws. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance. CONTRACTOR shall also procure and maintain continuously, employer's liability or stop-gap insurance providing up to one million dollars (\$1,000,000) of coverage for employee injuries or disease.
- 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:

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

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

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

#### 11. PERFORMANCE BOND

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Agreement and payment of all the persons performing labor and supplying materials pursuant to this agreement. PROVIDED that if the contract amount is in the amount of \$35,000 or less, CONTRACTOR may elect, in lieu of the bond and pursuant to RCW 39.02.010, to allow COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Either proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this agreement.

#### 12. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that

event, the COUNTY shall pay the CONTRACTOR for actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Article 6, Invoicing. Nothing in this section shall limit the rights of the COUNTY pursuant to this agreement or by law.

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

### **13. COMPLIANCE WITH LAWS AND PREVAILING WAGE**

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 schedule 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.

### **14. NONDISCRIMINATION**

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

15. DISPUTES

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

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

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

17. ENTIRE AGREEMENT

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

18. NOTICES

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

19. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

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

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

**BENTON COUNTY**

**CASCADE FIRE PROTECTION CO.**

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

  
\_\_\_\_\_  
Kevin O'Brien  
Inspection Manager

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

Dated: 6-27-08

Approved as to Form:

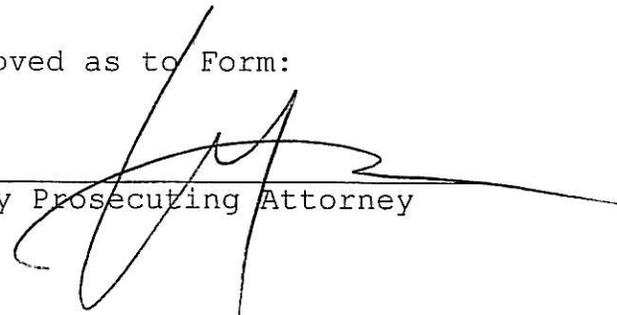
  
\_\_\_\_\_  
Deputy Prosecuting Attorney

EXHIBIT A

**CASCADE FIRE PROTECTION CO.**  
5104 W. BRINKLEY ROAD  
KENNEWICK, WA 99338  
(509)-783-9773  
FAX - (509)-783-4403

**ANNUAL FIRE SPRINKLER TEST  
INSPECTION AND TESTING CONTRACT  
FOR 2008**

SUBSCRIBER: **Benton- Franklin County Fairgrounds  
1500 S. Oak Street Bldg #20  
Kennewick, WA 99336**

DATE: **March 19, 2008**

ATTN: **Jeff McKenzie,  
Maintenance Supervisor**

CASCADE FIRE PROTECTION CO. agrees to perform Fire Sprinkler testing and inspection as required per NFPA #25 at location: **1500 South Oak Street (Arena #2 building).**

On a/an Annual basis for the sum of **\$220.00** to be paid by the subscriber within 30 days after completion.

Systems to be tested/inspected: **(1) 4" Wet Pipe "Shotgun" System, and (1) 4" DCVA Backflow Assembly.**

work to be completed in a timely manner in accordance with NFPA standards and the local authority having jurisdiction. Any deviation from the above specified services involving extra material or labor will only be executed upon written approval from the subscriber and will become an extra charge over the sum of the contract.

Subscriber or contractor may cancel this contract with a 30 day written notice.

Contract will remain in effect without change for a period of **1 year** at which time the contract will be reviewed.

**ACCEPTANCE**

You are hereby authorized to furnish all material and labor required to complete the work mentioned in this contract. We the subscriber agree to pay the amount mentioned in this contract according to the terms of this contract.

ACCEPTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

SUBMITTED BY:   
Kevin O' Brien, Sr. Fire Systems Inspector

EXHIBIT B

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
PILEDRIVER/CARPENTER	\$33.43	1B	5A	8N
PILEDRIVER/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		

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<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	\$25.91	1M	5D	
GLAZIERS				
JOURNEY LEVEL	\$24.04	1K	5A	
HEAT & FROST INSULATORS AND ASBESTOS WORKERS				
MECHANIC	\$39.30	1U	5C	
HOD CARRIERS & MASON TENDERS				
JOURNEY LEVEL	\$29.80	1M	5D	
INSULATION APPLICATORS				
JOURNEY LEVEL	\$15.87	1		
IRONWORKERS				
JOURNEY LEVEL	\$42.55	1O	5A	
LABORERS				
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	

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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

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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

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250' BOOM)				
CRUSHER FEEDERMAN				
CRUSHER, GRIZZLE & SCREENING PLANT	\$30.36	1M	5D	8D
DECK ENGINEER	\$32.44	1M	5D	8D
DECK HAND	\$31.84	1M	5D	8D
DERRICKS & STIFFLEGS ( UNDER 65 TON)	\$30.91	1M	5D	8D
DERRICKS & STIFFLEGS (65 TON & OVER)	\$32.16	1M	5D	8D
DISTRIBUTOR LEVERMAN	\$32.71	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	\$31.23	1M	5D	8D
DOZER, MULTIPLE UNITS WITH SINGLE BLADE	\$32.44	1M	5D	8D
DRILL DOCTOR	\$32.44	1M	5D	8D
DRILLERS HELPER	\$32.44	1M	5D	8D
DRILLING EQUIPMENT (8 INCH BIT & OVER)	\$30.91	1M	5D	8D
DRILLS (CHURN, CORE, CALYX OR DIAMOND)	\$32.16	1M	5D	8D
ELEVATING BELT (HOLLAND TYPE)	\$32.00	1M	5D	8D
ELEVATOR HOISTING MATERIALS	\$32.71	1M	5D	8D
EQUIPMENT SERVICEMAN, GREASER AND OILER	\$31.23	1M	5D	8D
FIREMAN & HEATER TENDER	\$32.00	1M	5D	8D
FORK LIFT OR LUMBER STACKER, HYDRA-LIFT	\$30.91	1M	5D	8D
GENERATOR PLANT ENGINEERS (DIESEL, ELECTRIC)	\$31.23	1M	5D	8D
GIN TRUCKS (PIPELINE)	\$31.84	1M	5D	8D
GRADE CHECKER	\$31.23	1M	5D	8D
GUNITE COMBINATION MIXER & COMPRESSOR	\$30.91	1M	5D	8D
H.D. MECHANIC	\$31.84	1M	5D	8D
H.D. WELDER	\$32.44	1M	5D	8D
HEAVY EQUIPMENT ROBOTICS OPERATOR	\$32.44	1M	5D	8D
HELICOPTER PILOT	\$32.71	1M	5D	8D
HELPER, OF H.D. MECHANIC & H.D. WELDER	\$33.81	1M	5D	8D
HOE RAM	\$30.36	1M	5D	8D
HOIST (2 OR MORE DRUMS OR TOWER HOIST)	\$32.16	1M	5D	8D
HOIST (SINGLE-DRUM)	\$32.00	1M	5D	8D
HYDRO SEEDER, MULCHER, NOZZLEMAN	\$31.23	1M	5D	8D
LOADER (360 DEGREES REVOLVING KOEHRING)	\$30.91	1M	5D	8D
LOADER, BELT (KOCAL OR SIMILAR)	\$32.71	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)	\$31.84	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END ( UNDER 4 YD)	\$31.23	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END ( 4 - 8 YD)	\$32.00	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END ( 8 - 10 YD)	\$32.44	1M	5D	8D
LOADERS, OVERHEAD/FRONT-END (10 YD & OVER)	\$32.71	1M	5D	8D
LOCOMOTIVE ENGINEER	\$33.81	1M	5D	8D
LONGITUDINAL FLOAT	\$31.84	1M	5D	8D
MASTER ENVIRONMENTAL MAINTENANCE TECHNICIAN	\$31.23	1M	5D	8D
MIXER (PORTABLE-CONCRETE)	\$32.71	1M	5D	8D
MIXERMOBILE	\$31.23	1M	5D	8D
MUCKING MACHINE	\$31.84	1M	5D	8D
OILER	\$31.84	1M	5D	8D
OILER DRIVER & CABLE TENDER, MUCKING MACHINE	\$30.36	1M	5D	8D
PAVE OR CURB EXTRUDER ASPHALT & CONCRETE	\$30.91	1M	5D	8D
PAVEMENT BREAKER, HYDRAHAMMER & SIMILAR	\$32.00	1M	5D	8D
PAVING (DUAL DRUM)	\$31.23	1M	5D	8D
PAVING MACHINE (ASPHALT OR CONCRETE)	\$32.16	1M	5D	8D
PILEDIVING ENGINEERS	\$32.44	1M	5D	8D
POSTHOLE AUGER OR PUNCH	\$31.23	1M	5D	8D
POWER BROOM	\$31.84	1M	5D	8D
	\$31.23	1M	5D	8D

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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				

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		<u>Over Time Code</u>	<u>Holiday Code</u>	<u>Note Code</u>
JOURNEY LEVEL (FIELD OR SHOP)	\$40.51	1B	5A	
SOFT FLOOR LAYERS				
JOURNEY LEVEL	\$23.11	1N	5A	
SOLAR CONTROLS FOR WINDOWS				
JOURNEY LEVEL	\$7.93	1		
SPRINKLER FITTERS (FIRE PROTECTION)				
JOURNEY LEVEL	\$41.70	1R	5Q	
SURVEYORS				
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	8M
WELL DRILLERS & IRRIGATION PUMP INSTALLERS				
IRRIGATION PUMP INSTALLER	\$11.15	1		
OILER	\$9.20	1		
WELL DRILLER	\$17.68	1		

EXHIBIT B

PREVAILING WAGE RATES  
FOR  
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APPRENTICES  
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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  
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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>PILEDRIIVER/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	

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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
<b><u>POLE SPRAYER</u></b>				
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
<b><u>ELEVATOR CONSTRUCTORS</u></b>				
<b><u>MECHANIC</u></b>				
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	
<b><u>ELECTRONIC TECHNICIANS</u></b>				
<b><u>ELECTRONIC TECHNICIANS JOURNEY LEVEL</u></b>				
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		
<b><u>TELECOMMUNICATION TECHNICIANS</u></b>				
<b><u>TELECOMMUNICATION TECHNICIANS JOURNEY LEVEL</u></b>				
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		
<b><u>GLAZIERS</u></b>				
<b><u>JOURNEY LEVEL</u></b>				
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	
<b><u>HEAT &amp; FROST INSULATORS AND ASBESTOS WORKERS</u></b>				
<b><u>MECHANIC</u></b>				
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	

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

**PREVAILING WAGE RATES  
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**APPRENTICES**

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<b>Stage of Progression &amp;&amp; Hour Range</b>	<b>Prevailing Wage</b>	<b>Overtime Code</b>	<b>Holiday Code</b>	<b>Note Code</b>
<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><u>ALL EQUIPMENT</u></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  
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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%	\$25.17	4A	5A	
2 1001-2000 HOURS 80.00%	\$26.34	4A	5A	
3 2001-3000 HOURS 85.00%	\$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%	\$12.46	1		
2 1001-2000 HOURS 50.00%	\$15.58	1		
3 2001-3000 HOURS 55.00%	\$17.14	1		
4 3001-4000 HOURS 60.00%	\$18.70	1		
5 4001-5000 HOURS 65.00%	\$20.25	1		
6 5001-6000 HOURS 70.00%	\$21.81	1		
7 6001-7000 HOURS 80.00%	\$24.93	1		
8 7001-8000 HOURS 85.00%	\$26.49	1		
9 8001-9000 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%	\$10.90	1		
2 2nd Period 65.00%	\$11.80	1		
3 3rd Period 70.00%	\$12.71	1		
4 4th Period 75.00%	\$13.62	1		
5 5th Period 80.00%	\$14.53	1		
6 6th Period 85.00%	\$15.44	1		
7 7th Period 90.00%	\$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%	\$13.33	1		
2 1001-2000 HOURS 60.00%	\$16.00	1		
3 2001-3000 HOURS 75.00%	\$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%	\$12.32	1		
2 2nd Period 55.00%	\$13.55	1		
3 3rd Period 60.00%	\$14.78	1		
4 4th Period 70.00%	\$17.25	1		
5 5th Period 80.00%	\$19.71	1		

**PREVAILING WAGE RATES  
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**APPRENTICES**

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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><u>ENVIRONMENTAL</u></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><u>CLASS 1</u></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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>July 28, 2008</u> Subject: <u>WSU Extension Office</u>  Prepared by: <u>dgg</u> Reviewed by: <u>lsk</u>	Execute Contract Pass Resolution           X Pass Ordinance Pass Motion Board Direction	Consent Agenda           X Public Hearing 1st Discussion 2nd Discussion Workshop 

**BACKGROUND INFORMATION**

The Board of County Commissioners passed Resolution 08-638 authorizing a lease agreement between the Benton County Fairgrounds and the WSU Extension Office to hold a 4-H Horse Council Fundraiser in the 4-H Arena on July 31, 2008.

The WSU Extension Office is canceling their original lease.

The Deputy County Administrator recommends rescinding Resolution 08-638 with the WSU Extension Office.

**RECOMMENDATION**

Move Resolution 08-638 with the WSU Extension Office be rescinded.

**RESOLUTION**

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

**IN THE MATTER OF RESCINDING THE LEASE AGREEMENT BETWEEN THE  
BENTON COUNTY FAIRGROUNDS AND THE WSU EXTENSION OFFICE  
RESOLUTION 08-638**

**WHEREAS**, The WSU Extension Office leased the Benton County Fairgrounds 4-H Arena to hold a 4-H Horse Council Fundraiser on July 31, 2008; and

**WHEREAS**, the WSU Extension Office wishes to cancel their lease; and

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, that the Board rescinds Resolution 08-638 approving the Lease Agreement between Benton County Fairgrounds and the WSU Extension Office.

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>07/28/08</u> Subject: <u>WSU Extension Office</u>  Prepared by: <u>dgg</u> Reviewed by: <u>lsk</u>	Execute Contract Pass Resolution           X Pass Ordinance Pass Motion Board Direction	Consent Agenda           X Public Hearing 1st Discussion 2nd Discussion Workshop

**BACKGROUND INFORMATION**

Attached for Board review is the Lease Agreement with the WSU Extension Office. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the WSU Extension Office to use the 4-H Arena for a 4-H Horse Council Fundraiser.

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

The Deputy County Administrator recommends approval of the Lease Agreement with the WSU Extension Office.

**RECOMMENDATION**

Move the Lease Agreement with the WSU Extension Office be approved.

**RESOLUTION**

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE  
BENTON COUNTY FAIRGROUNDS AND THE WSU EXTENSION OFFICE**

**WHEREAS**, the WSU Extension Office wishes to use the Benton County Fairgrounds 4-H Arena for a 4-H Horse Council Fundraiser; and

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

**WHEREAS**, the Deputy County Administrator recommends the Lease Agreement with the WSU Extension Office be approved; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the WSU Extension Office shall be granted; and

**BE IT FURTHER RESOLVED** that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the WSU Extension Office.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY FAIRGROUNDS**

1500 South Oak Street, Bldg #20

Kennewick, WA 99337

(509) 586-9211

**LEASE AGREEMENT**

TODAY'S DATE: **July 18, 2008**

LEASE AGREEMENT NUMBER: **069.08**

EVENT DATE(S): **July 31, 2008**

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **4-H Arena**

LESSEE: **WSU Extension Office, a Department of the State of Washington**

MAILING ADDRESS: **5600 W Canal Drive, Kennewick, WA 99336**

CONTACT: **Jean Smith, Event Coordinator**

CELLULAR PHONE: **551-3848**

TIME OF THE EVENT: **8:00 am – 6:00 pm**

TYPE OF EVENT: **4-H Horse Council Fundraiser**

ESTIMATED ATTENDANCE: **200**

SELLING TICKETS: YES NO **X**

**THIS LEASE (AGREEMENT)** is entered into effective upon the signature of both parties, between WSU Extension Office, a department of the State of Washington (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

**1. EVENT**

- a. 4-H HORSE COUNCIL FUNDRAISER IN THE 4-H ARENA ON JULY 31, 2008 FROM 8:00 AM UNTIL 6:00 PM WITH AN ESTIMATED ATTENDANCE OF 200 PEOPLE, hereafter referred to as the EVENT.

**2. FACILITIES LEASED FOR THE EVENT**

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

**3. PAYMENTS**

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ 0 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than n/a. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

**4. CAMPING OVERNIGHT**

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.
- b. Camping on the Fairgrounds property is not permitted unless requested by LESSEE in advance when booking the EVENT. Fees, terms and conditions applicable to camping will be furnished on request and attached to a resultant lease when applicable.

**5. CANCELLATION OF EVENT**

- a. The parties recognize that cancellations made less than 60 days prior to the first event

date will potentially cause the BCF to lose lease or rental revenue. The parties further recognize that for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages which shall become due and owing if Lessee cancels less than 60 days prior to the first day of the event:

1. If the Cancellation is made less than 60 days prior to the first event date, then Lessee shall pay 25% of the Lease fee as liquidated damages;
2. If the cancellation is made less then 30 days prior to the first event date, then Lessee shall pay 50% of the fee as liquidated damages.

b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the BCF, and if any further amount is still due after such deduction, the Lessee may recover such amount due in the same manner as if it were seeking to recover any other sum due under this agreement, and may utilize any lawful means to do so.

**6. CONCESSIONAIRES**

a. LESSEE certifies that no food or beverage concessions will be available at the EVENT and understand that it shall not provide such concession services without the prior written permission of LESSOR.

**7. NOVELTIES/SOUVENIRS**

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

**8. DAMAGE / CLEANING DEPOSIT**

a. LESSEE must pay a damage/cleaning deposit of \$ 0 at the time LESSEE executes this Agreement. **THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY LESSOR AND THE DAMAGE/CLEANING DEPOSIT IS RECEIVED.** Damages to the Fairgrounds' resulting from the EVENT activities will be charged to the LESSEE at replacement cost plus labor; the cost of labor not exceeding the average cost for such labor in the Tri-Cities area. Charges for repairs will be subtracted from the damage/cleaning deposit, as may any other fees specified as subject to forfeiture of the damage/cleaning deposit elsewhere in this Agreement. The remaining balance, if any, of the damage/cleaning deposit, if any, will be returned to the LESSEE in approximately ten (10) business days after the EVENT date. If the damage/cleaning deposit is less than the amount of damage, LESSEE remains liable for the balance. Neither the Benton County Fairgrounds nor Benton County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property.

**9. INSURANCE**

a. LESSEE agrees to provide, and maintain in force through the duration of this Agreement **general liability insurance with a limit in the sum of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or death of any one**

person and property damage and two million dollars (\$2,000,000) in the aggregate for bodily injury to, or death of, any number of persons and property damage. Said policy may not exclude any activities expected to be, or actually, undertaken during the EVENT or setup/takedown. Said policy shall name Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees as additional insured and shall include a provision prohibiting cancellation of said policy except after thirty (30) days prior written notice to LESSOR. A CERTIFICATE OF LIABILITY INSURANCE COVERAGE AS REQUIRED BY THIS SECTION SHALL BE DELIVERED TO THE LESSOR NO LATER THAN THIRTY (30) DAYS PRIOR TO THE FIRST DATE OF THE EVENT.

- b. All insurance required by this section shall cover losses which occur during the covered period, regardless of when the claim is filed, i.e. cannot be "claims made" policies.
- c. All insurance policies required by this section shall be primary to any insurance policies or policies of self-insurance carried by LESSOR;
- d. The limits required by this section are not intended to an indication of liability nor are they to be considered limits on amount of indemnification;
- e. LESSEE SHALL PROVIDE, NO LATER THAN THIRY (30) DAYS PRIOR TO ANY EVENT COVERED BY THIS AGREEMENT, PROOF OF ALL FORMS OF INSURANCE REQUIRED IN THIS SECTION. THIS PROOF SHALL CONSIST OF A CERTIFICATE OF INSURANCE NAMING "BENTON COUNTY FAIRGROUNDS" AS CERTIFICATE HOLDER, AS WELL AS COPIES OF ALL KEY PROVISIONS, EXCLUSIONS, AND ENDORSEMENTS FROM THE POLICY INCLUDING THE REQUIRED ADDITIONAL INSURED LANGUAGE.

## 10. PERMITS

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

## 11. SECURITY

- a. LESSEE takes full responsibility for the safety and well being of participants while they are participating in the EVENT. LESSEE is responsible for inspecting the building and premises and ensuring that they are sufficient to provide for the safety and security of event participants. LESSOR will make all reasonable attempts to honor requests for a walk through of premises and buildings to be leased provided that such walk through will be by appointment only, during regular business hours.
- b. LESSEE shall designate a primary and secondary contact person for purposes of the EVENT. These contact persons shall be persons who have authority, during the

EVENT, to direct how the EVENT is being operated, including the operations of any vendors (such as music DJs, food concessionaires, etc). Within ten (10) days following execution of this contract, LESSEE shall furnish LESSOR with these contact persons on a form provided by LESSOR including cellular telephone numbers which will allow these persons to be contacted AT ALL TIMES DURING THE OPERATION OF THE EVENT and copies of their photo ID. Depending on the size of the event, LESSEE may designate more contact persons at LESSEE'S discretion, but shall do so in writing. If event security or law enforcement officers responding to any incident at the event are unable to contact any designated contact for a period of 15 minutes or longer, then LESSOR shall have the option to terminate the EVENT and LESSEE'S license to use the facility pursuant to this Agreement. If the EVENT is terminated for these reasons, LESSEE forfeits all right to recover any payments paid to date.

**12. SERVING ALCOHOL**

- a. No alcoholic beverages shall be served at this EVENT.
- b. The LESSEE agrees to abide by and enforce within the EVENT the County Policies regarding the presence of alcohol or the use of alcoholic beverages on County leased property.
- c. LESSOR'S POLICY IS THAT NO LIQUOR BE CONSUMED BY ANY INDIVIDUAL UNDER TWENTY-ONE (21) YEARS OF AGE. VIOLATION OF THE POLICY SHALL CONSTITUTE A SUBSTANTIAL AND SIGNIFICANT BREACH OF THE AGREEMENT AND IF LESSOR LEARNS OF SUCH VIOLATION, LESSOR SHALL HAVE THE AUTHORITY TO IMMEDIATELY TERMINATE THE EVENT.

**13. NOISE CONTROL**

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

leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility.

**15. TERMINATION OR AMENDMENT**

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

**16. INDEMNIFICATION AND HOLD HARMLESS**

- a. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected and appointed officials employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including subcontractors, agents, licensees or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, LESSEE or LESSOR'S property or any other activity or omission which results in civil liability of any sort or type) in any manner caused by, resulting from incident to, connected with or arising out of LESSEE'S use of the facilities or performance under this agreement, unless such injury, death or damage is caused by the sole negligence of LESSOR. In the event of litigation between the parties to enforce the rights under this paragraph, LESSOR shall be entitled to attorney's fee and all other costs incurred in establishing its rights. LESSEE'S obligations pursuant to this article include investigating, adjusting and defending any cause of action or claim falling within the parameters as set out in this article.
- b. In any and all claims against the LESSOR, its officers, officials, employees and agents by any employee of the LESSEE, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the LESSEE or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the LESSEE expressly waives any immunity the LESSEE might have had under such laws. By executing this Contract, the LESSEE 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 LESSEE makes with any subcontractor or agent performing work hereunder.

**17. FAIRGROUNDS CONTACT**

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

Jeff, Farrin, Jim and/or Denise            543-0060

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

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

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

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

**18. POLICIES AND PROCEDURES**

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

I, Jean Smith, Event Coordinator (name and job title/position) have read and fully understand this Agreement. I hereby certify that I have the authority to bind WSU Extension Office to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this Agreement and for any breach that occurs under the Agreement. I agree to abide by the conditions set forth in this Lease Agreement and assume the responsibility for enforcing these policies.

**LESSOR: BENTON COUNTY**

**LESSEE: WSU Extension Office**

BY: \_\_\_\_\_  
Chairman of the Board

BY: \_\_\_\_\_

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

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

BY: \_\_\_\_\_  
Civil Deputy Prosecutor

**EXHIBIT A**  
**FEEs APPLICABLE TO LESSEE'S LICENSE TO USE THE FACILITIES**

**DAMAGE/CLEANING DEPOSIT**

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

**DEPOSIT TOTAL:**                      \$     0    

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

4-H Arena                      \$   0   X   1   Days = \$     0    

**BUILDING(S)/AREA TOTAL:**    \$     0    

**EQUIPMENT RENTAL FEES**

No Equipment needed

**EQUIPMENT RENTAL TOTAL:**    \$     0    

**LESSOR FURNISHED INSURANCE FEES**

Lessee will provide.

**INSURANCE TOTAL:**                \$     0    

**SECURITY FEES**

Lessee will provide.

**SECURITY TOTAL:**                 \$     0    

**REFUSE DISPOSAL FEES**

Bin Size	Number	Cost	Total
4 Yard Bin	1	Included	0

**REFUSE TOTAL:**                     \$     0

NAME: WSU Extension Office

EVENT DATE: July 31, 2008

**SUMMARY OF FEE(S)**

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

**TOTAL FEE: \$ 0**

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

COPY 9

AGENDA ITEM	TYPE OF ACTION NEEDED	
Grant # WA01C601033 with US Department of Housing and Urban Development (HUD)	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Carol Carey	<input type="checkbox"/> Pass Ordinance	<input type="checkbox"/> 1 <sup>st</sup> Discussion
	<input type="checkbox"/> Pass Motion	<input type="checkbox"/> 2 <sup>nd</sup> discussion
	<input type="checkbox"/> Other	<input type="checkbox"/> Other

**BACKGROUND INFORMATION**

The United States Department of Housing and Urban Development (HUD) would like to renew the Shelter Plus Care Grant with the Benton and Franklin Counties Department of Human Services.

**SUMMARY**

**Award:** \$82,308

**Period:** November 1, 2008 through October 31, 2009.

**Funding Source:** United States Department of Housing and Urban Development

**RECOMMENDATION**

- Sign the resolution to accept the proposed amendment.
- Approve the proposed agreement by signing all the copies where indicated.

**FISCAL IMPACT**

Funding for the services described in this Agreement is provided by the United States Department of Housing and Urban Development. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing the Shelter Plus Care Grant Renewal #WA01C601033 and authorize the Chairs to sign on behalf of the Boards.

# JOINT RESOLUTION

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

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

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

## IN THE MATTER OF EXECUTING AN AGREEMENT FOR RENTAL ASSISTANCE PROGRAM BETWEEN BENTON AND FRANKLIN COUNTIES AND THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**WHEREAS**, the Department of Housing and Urban Development would like to renew the Shelter Plus Care Agreement # WA01C701033; and,

**WHEREAS**, this agreement provides rental assistance to supportive services to hard-to-serve homeless persons with disabilities and seriously mentally ill; have chronic problems with alcohol, drugs or both; or have acquired AIDS and their families, **THEREFORE**,

**BE IT RESOLVED** that the Boards of Benton and Franklin County Commissioners hereby accept the proposed renewal agreement; and

**BE IT FURTHER RESOLVED** that the Chairmen are hereby authorized to sign the agreement on behalf of the Boards of Benton and Franklin County Commissioners.

Dated this . . . . day of . . . . ., 2008

Dated this . . . . day of . . . . ., 2008

\_\_\_\_\_  
Claude Oliver, Chair

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

\_\_\_\_\_  
Max E. Benitz, Jr., Chair Pro Tem

\_\_\_\_\_  
Rick Miller, Chair Pro Tem

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

\_\_\_\_\_  
Neva J. Corkrum, Member  
Constituting the Board of County  
Commissioners of Franklin County, Washington

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

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

cc: Human Services; Franklin Co. Comm.

Carey

BENTON COUNTY TRAVEL FUND REIMBURSEMENT

RECEIVED

VENDOR #: 468770

FUND: HUMAN SERVICES #0108-101

JUL 17 2008

NAME: Carrie Huis-Pasaut

MONTH: May 2008

IRS PUB 1542

Under www.IRS.GOV/Search for 1542 JNTY COMMISSIONERS

ADDRESS:

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

DATE	MEALS			TOTALS	LODGING	RECEIPTS REQUIRED			REGISTRATION FEES/OTHER	TRAVEL MILEAGE	PURPOSE & LOCATION REQUIRED	
	BREAKFAST	LUNCH	DINNER			TRANSPORT (AIR/TAXI)	CAR RENTAL	PARKING			PURPOSE	LOCATION
5/1										4	GeBH Board mtg	Kenn.
5/2										4	Trauma Mitigation mtg @ GeBH	Kenn.
5/6										4	Multi Cult. Mtg @ GeBH	Kenn.
5/6										5	Mtg @ Juv. Justice (M/H/J)	Kenn.
5/7										83	Wes State Homeless Confer	Yak.
5/9										458	MHD Sub Committee	SeaTac
5/13										4	GeBH Funding Committee	Kenn.
5/14										21	Franklin Co. Commissioners	Pasco
5/16										7	Mtg @ SAAC/CRU	Kenn.
5/20	11.-	13.-	20.-	44.-	297.18					305	ACHS Meetings	Ocean Shore
5/23	11.-	13.-	20.-	44.-						305	Return from ACHS	Kenn.
5/22	11.-	13.-	20.-	44.-							Mtg. w/ DDD Region 2	Yak.
5/21	11.-	13.-	20.-	44.-								
5/30										1365		
										132 miles		
										Miles: 447		
										@ .505/mile (effective 1/7/08)		

Meals: 132 m/p  
 Lodging: \$297.18  
 Transport: \$  
 Rental: \$  
 Other: \$  
 SUBTOTALS: \$297.18  
 TOTAL REIMBURSEMENT REQUEST: \$1,162.50

BUDGET CODING			
DEPT	BASE SUB	OBJECT	AMOUNT
510	510.110	4301	1162.50
			1162.50

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

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

**BEST WESTERN LIGHTHOUSE SUITES INN INC.**  
**491 DAMON ROAD NW**  
**OCEAN SHORES, WA 98569**  
**360-289-2311**  
**Property ID: 48117**

**Folio # 95142**  
**Huie-pascua, CARRIE**  
  
**Company:**

**Room: 414**  
**Arrival: 5/20/2008**  
**Departure: 5/23/2008**

Trans #	Date	Description	Charges	Payments	Balance
401024	5/20/2008	Rm: 414 User Override			
401025	5/20/2008	SALES TAX	\$89.00	\$0.00	\$89.00
401026	5/20/2008	ROOM TAX	\$7.39	\$0.00	\$96.39
401181	5/21/2008	Rm: 414 User Override	\$2.67	\$0.00	\$99.06
401182	5/21/2008	SALES TAX	\$89.00	\$0.00	\$188.06
401183	5/21/2008	ROOM TAX	\$7.39	\$0.00	\$195.45
401342	5/22/2008	Rm: 414 User Override	\$2.67	\$0.00	\$198.12
401343	5/22/2008	SALES TAX	\$89.00	\$0.00	\$287.12
401344	5/22/2008	ROOM TAX	\$7.39	\$0.00	\$294.51
401390	5/23/2008	VISA	\$2.67	\$0.00	\$297.18
<b>Credit Card Information</b>			\$0.00	\$297.18	\$0.00
* Already Processed				<b>Balance:</b>	<b>\$0.00</b>

Trans#	Type	Card Holder	Card Number	Amount	Date/Time
*7458	VISA	CARRIE Huie-pascua		\$297.18	5/23/2008 11:25:45 AM

Method of Pay: Credit Card

Signature:

Folio Summary	
Previous Balance:	\$0.00
Room Charges:	\$267.00
Other Charges/Credits:	\$0.00
Phone Charges:	\$0.00
Tax:	\$30.18
Less Payments:	\$297.18
<b>Total Amount Due:</b>	<b>\$0.00</b>

EACH BEST WESTERN HOTEL IS INDEPENDENTLY OWNED AND OPERATED

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

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

WHEREAS, Supplement No. 6 to the Agreement has been prepared to allow for additional time; NOW, THEREFORE,

BE IT RESOLVED that Supplement No. 6 to the Agreement with David Evans and Associates, Inc., formerly Consulting Engineering Services, Inc., be and hereby is approved, and the Chairman is authorized to sign said Supplement.

Dated this 28th day of July, 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:BLT:dlh

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>July 28, 2008</u>	Execute Agreement <u>XX</u>	Consent Agenda <u>XX</u>
Subject: <u>Webber Canyon RR Xing Consultant Agreement</u>	Pass Resolution <u>XX</u>	Public Hearing _____
Prepared by: <u>dlh</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>BLT</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

### BACKGROUND INFORMATION

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

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

A revised time of completion, overhead schedule and billing rate range have been proposed for the project and a Supplement has been prepared for this Agreement.

### SUMMARY

The County Engineer recommends Supplement No. 6 to the Agreement with David Evans & Associates, Inc, (formerly CES, Inc.).

### RECOMMENDATION

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

### FISCAL IMPACT

The total amount payable under the Agreement will not change.

Funding for Preliminary Engineering:

STPR	\$250,000
Capital Acquisition Fund	\$140,000 (\$50,000 expended in 2005; \$90,000 budgeted in 1 Year Road Program for 2006)
Road Fund (Contingency fees - estimated)	\$110,000

### MOTION

Approve as part of the consent agenda.



<b>Supplemental Agreement</b>		Organization and Address David Evans and Associates, Inc. 1115 West Bay Drive NW, Suite 301 Olympia, WA 98502 Email: rkb@deainc.com Website: www.deainc.com
Agreement Number  CE 1722 CRP		
Project Number  STPR - A 031 (002)	Phone Tel. (360) 705-2185; Fax. (360) 705-2187	
Project Title Webber Canyon Road Underpass (BNSF RR)	New Maximum Amount Payable \$	
Description of Work SUPPLEMENT NO. 6 (Revised time of completion, overhead schedule, and billing rate range)		

The Local Agency of Benton County  
desires to supplement the agreement entered into with David Evans and Associates, Inc. (Originally as CES, Inc.)  
and executed on 4/22/2002 and identified as Agreement No. CE 1722 CRP

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

Continue to provide on-call design and construction engineering services as directed by the County.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31st, 2009 (added two years to allow design updates and

**III**

Section V, PAYMENT, shall be amended as follows:

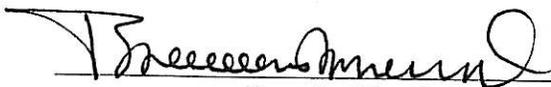
See revised Exhibits D-2 & E for progress payments. As a part of this on-call services, Overhead Rate, Billing Rate Ranges, Maximum Amount Payable, and Total Amount Authorized will be adjusted when requested.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

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

By: David Evans and Associates, Inc.

By: County of Benton

  
\_\_\_\_\_  
Consultant Signature

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

j

## RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO C & M ORCHARDS, INC, TO CONTINUE WITH A NON EXCLUSIVE FRANCHISE FOR A WATERLINE DISTRIBUTION SYSTEM, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held July 7, 2008 to consider the request of C & M Orchards, Inc. who has applied to continue a franchise far a waterline distribution system, in unincorporated Benton County, and

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

1. The term of the franchise shall be a five year (5) period, expiring June 30, 2013;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, C & M Orchards, Inc., has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

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

Dated this 28<sup>th</sup> day of July, 2008

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:LSS

K

## RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO KENNEWICK IRRIGATION DISTRICT, TO CONTINUE WITH A NON EXCLUSIVE FRANCHISE FOR AN IRRIGATION SYSTEM, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held July 7, 2008 to consider the request of Kennewick Irrigation District who has applied to continue a franchise for an irrigation system, in unincorporated Benton County, and

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

1. The term of the franchise shall be a five year (5) period, expiring July 31, 2013;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

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

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

Dated this 28<sup>th</sup> day of July, 2008

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Chairman

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Chairman Pro-Tem

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Member

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

Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

RBD:LSS

AGENDA ITEM =====	TYPE OF ACTION NEEDED =====	
Meeting Date: July 21, 2008 Subject: Property Room.com Prepared By: Lt. Hart / J. Thompson Reviewed By:	Execute Contract <u>xxx</u> Pass Resolution <u>xxx</u> Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other

**SUMMARY & BACKGROUND INFORMATION**

The Benton County Sheriff's Office requests authorization to enter into an agreement with "PropertyRoom.com" as a means of auctioning evidence and property obtained by our law enforcement and corrections bureaus.

PropertyRoom.com auctions take place on the Internet through their website, much the same as an eBay auction.

Auctions of the Sheriff's evidence are very time consuming for county personnel. Revenues from these auctions have not been cost-beneficial for the amount of time personnel contribute. PropertyRoom.com performs all tasks and functions of the auction, while allowing our designated personnel to review and monitor their progress.

The PropertyRoom.com finance team handles all monthly reconciliations, making sure auctions, fees, credits, etc. are properly accounted for and to ensure proceeds from the auctions are mailed to the agency in a timely fashion.

Storage space for accumulated property is at a premium in Benton County. Entering into an agreement with PropertyRoom.com would eliminate the need for warehousing. The agreement allows for collection of auction items on a monthly basis or other set schedule, as items become available.

**FISCAL IMPACT**

There is no cost associated with entering into an agreement with PropertyRoom.com. The one-year agreement allows for termination at the end of the agreement, with no minimum commitment during that year.

**MOTION**

Pass Resolution and approve contract

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF UNCLAIMED PROPERTY IN THE HANDS OF SHERIFF IN ACCORDANCE WITH RCW 63.21 and RCW 63.40.010**

**WHEREAS**, the Benton County Sheriff's Office acquires large amounts of unclaimed property that needs to be sold at public auction; and,

**WHEREAS**, storage space is limited and disposing of some of this property at public auction is a legal and acceptable manner of disposition; and

**WHEREAS**, the Benton County Sheriff's Office has searched for a reasonable solution; and

**WHEREAS**, after reviewing available services, Benton County Sheriff's Office staff agree and recommend PropertyRoom.com, Inc. a California corporation operating from Mission Viejo, California, with extensive experience in appropriate and legal disposition of property held by government agencies, as the best possible solution for their auctioning needs; and

**WHEREAS**, the Board finds it to be in the best interest of the citizens of Benton County to utilize the services of PropertyRoom.com, Inc. to auction off unclaimed property acquired by the Sheriff's Office; **NOW THEREFORE**,

**BE IT RESOLVED**, that the Chairman of the Board of County Commissioners is hereby authorized to sign the attached service agreement between Benton County and PropertyRoom.com authorizing PropertyRoom.com to sell unclaimed property at public auctions to be determined at a later date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington

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

Prepared by J. Thompson

**PROPERTY DISPOSITION SERVICES AGREEMENT**

PropertyRoom.com, Inc., a Delaware corporation ("PropertyRoom" or "PRC"), enters into this agreement (the "Agreement"), with the client identified below (the "Owner") for the auction and disposition of personal property (the "Disposition Services"), in accordance with the Terms and Conditions and Addenda, if any, attached hereto and listed below. Beginning June 1, 2008 (the "Start Date"), Owner engages the Services of PRC.

Owner Information	Schedules, Supplements & Other Attachments
<u>Benton County</u> Owner Name	Mark included attachments:
<u>7122 W. Okanogan Place Bldg. A</u> Address	Terms and Conditions <u>Yes</u>
<u>Kennewick, WA 99336</u> City, State Zip Code	Addendums: _____
<u>(509) 735-6555</u> Phone	_____
_____ Email	

This Agreement, including all of the terms and conditions set forth in the attached Terms and Conditions as well as all other attachments indicated in the box above, comprises the entire Agreement between the Parties. This Agreement cannot be modified except in writing by the duly authorized representatives of both parties.

**Owner**

Claude Oliver  
Signor Name

Benton County Commissioner  
Signor Title

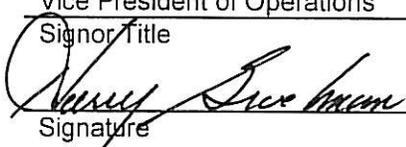
\_\_\_\_\_  
Signature

6/09/08  
Signature Date

**PropertyRoom.com**

Harry Brockman  
Signor Name

Vice President of Operations  
Signor Title

  
Signature

6-10-08  
Signature Date

PropertyRoom.com, Inc.  
26421 Crown Valley Parkway, Ste 200  
Mission Viejo, California 92691  
+1 (949) 282-0121  
Federal Tax ID 86-0962102

**Platinum.** PRC complete the sale as described in Gold, but with a 70-30 Split and with a deduction of any title acquisition pass-through fees.

6. **Payment Terms.** Not less than once every month, PRC will pay to Owner the amount of Owner's Net Proceeds payable for completed sales during the preceding month. Sales are deemed completed when all items comprising a line item on the original manifest or other list of Property are sold. With each payment of Owner's Net Proceeds, PRC will make available to Owner a detailed report setting forth the following information for the immediately preceding month:
  - a. The completed sales during the prior month, including the total amount of related proceeds collected, Owner and PRC share of Credit Card Costs, the Owners Net Proceeds;
  - b. Other dispositions of Property during the month; and
  - c. The Property, if any, inventoried by PRC at the end of the month.
7. **PropertyRoom's Obligations Concerning Property in Its Possession.** With respect to Property in PRC's possession:
  - a. PRC will exercise due care in the handling and storage of any Property;
  - b. PRC shall keep the Property free of liens, security interests, and encumbrances, and shall pay when due all fees and charges with respect to the Property;
  - c. PRC shall sign and deliver to Owner any UCC-1 financing statements or other documents reasonably requested by Owner; and
  - d. PRC shall obtain and maintain insurance in an amount (determined by PRC) not less than the replacement value of Property in its possession. The insurance will cover the Property against fire, theft, and extended coverage risks ordinarily included in similar policies. PRC shall give Owner a certificate or a copy of each of the upon Owner's request.
8. **Owner Obligations.** Owner will use its best efforts to provide to PRC such Property as becomes available for sale to the public. Owner will complete paperwork reasonably necessary to convey custodial possession of the item of Property to PRC, including a written manifest or list that describes the item of Property in sufficient detail for identification. Owner agrees that it will not provide Property that is illegal or hazardous, including but not limited to explosives, firearms, counterfeit or unauthorized copyrighted material ("knock-offs"), poisons or pharmaceuticals. In addition, to help comply with public notification statutes as well as to support internet traffic flow to the PRC auction website, Owner agrees to place a permanent clickable link (the "Link") to [www.PropertyRoom.com](http://www.PropertyRoom.com) on one or more Owner websites. PRC will supply Link technical requirements, text and images to Owner.
9. **Restrictions on Bidding.** PRC and its employees and agents may not directly or indirectly bid for or purchase auctioned Property on the PRC web site.
10. **Representations and Warranties of Owner.** Owner hereby represents, warrants and covenants as follows:
  - a. Property delivered to PRC is available for sale to the general public without any restrictions or conditions whatever; and
  - b. Owner has taken all required actions under applicable law that are conditions precedent to Owner's right to transfer title to the Property to Buyers (the "Conditions Precedent").
11. **Books and Records.** PRC will keep complete and accurate books of account, records, and other documents with respect to this Agreement (the "Books and Records") for at least three (3) years following expiration or termination of this Agreement. Upon reasonable notice, the Books and Records will be available for inspection by Owner, at Owner's expense, at the location where the Books and Records are regularly maintained, during normal business hours.
12. **Indemnification.** Subject to the limitations specified in this Indemnification section of this Agreement, each party will indemnify, hold harmless and defend the other party and its agents and employees from and against any and all losses, claims, damages, liabilities, whether joint or several, expenses

(including reasonable legal fees and expenses), judgments, fines and other amounts paid in settlement, incurred or suffered by any such person or entity arising out of or in connection with

- a. the inaccuracy of any representation or warranty made by the party hereunder,
- b. any breach of this Agreement by the party, or
- c. any negligent act or omission by the party or its employees or agents in connection with the performance by the party or its employees or agents of obligations hereunder, provided the negligent act or omission was not done or omitted at the direction of the other party.

13. **Limitations on Liability.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THE AGREEMENT, THE SALE OF PROPERTY, OR ARISING FROM ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES"); PROVIDED THAT EACH PARTY WILL REMAIN LIABLE TO THE OTHER PARTY TO THE EXTENT ANY DISCLAIMED DAMAGES ARE CLAIMED BY A THIRD PARTY AND ARE SUBJECT TO INDEMNIFICATION PURSUANT TO SECTION 12. LIABILITY ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. THE MAXIMUM LIABILITY OF ONE PARTY TO THE OTHER PARTY FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY HEREUNDER IN THE YEAR IN WHICH LIABILITY ACCRUES; PROVIDED THAT EACH PARTY WILL REMAIN LIABLE FOR THE AGGREGATE AMOUNT OF ANY PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY PURSUANT TO THE AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, OWNER'S LIABILITY IS NOT LIMITED UNDER THIS AGREEMENT WITH RESPECT TO LIABILITY ARISING FROM OWNERS FAILURE TO SATISFY TIMELY ALL CONDITIONS PRECEDENT.

14. **Assignment.** This Agreement may not be assigned, in whole or in part, by either of the parties without the prior written consent of the other party (which consent may not be unreasonably withheld or delayed). Notwithstanding the foregoing, an assignment of this Agreement by either party to any subsidiary or affiliate or a third party acquisition of all or substantially all of the assets of such party will not require the consent of the other party, so long as such subsidiary, affiliate or acquiring entity assumes all of such party's obligations under this Agreement. No delegation by PRC of any of its duties hereunder will be deemed an assignment of this Agreement, nor will any change in control nor any assignment by operation of law by either party. Subject to the restrictions contained in this section, the terms and conditions of this Agreement will bind and inure to the benefit of each of the respective successors and assigns of the parties hereto.

15. **Notices.** Any notice or other communication given under this Agreement will be in writing and will be delivered by hand, sent by facsimile transmission (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided on the signature page of the Agreement. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least ten (10) days written notice to the other party.

16. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. **Complete Agreement.** This Agreement and any related documents delivered concurrently herewith, contain the complete agreement between the parties relating to the subject of this Agreement and

supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way.

18. **Attorneys' Fees and Legal Expenses.** If any proceeding or action is brought to recover any amount under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party will be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which will be fixed by the court, and will be made a part of any judgment rendered.
19. **Further Assurances.** PRC and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, services and activities contemplated by this Agreement and to account for and document those activities.
20. **Governing Law.** The internal law, and not the law of conflicts, of the state in which the Owner is located will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the parties waive any right to object to the venue.
21. **Relationship of the Parties.** The relationship created hereunder between Owner and PRC will be solely that of independent contractors entering into an agreement. No representations or assertions will be made or actions taken by either party that could imply or establish any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Except as expressly provided in this Agreement, neither party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity. Whenever PRC is given discretion in this Agreement, PRC may exercise that discretion solely in any manner PRC deems appropriate.
22. **Force Majeure.** Neither party will be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not be deemed a cause beyond a party's control. Each party will notify the other party promptly of the occurrence of any Force Majeure and carry out this Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of this Agreement.
23. **Counterparts.** This Agreement may be signed in any number of counterparts.

9:05

<b>AGENDA ITEM</b> <b>MTG. DATE:</b> July 28, 2008 <b>SUBJECT:</b> Draft Ordinance – Procedure for Amending Comprehensive Plan. <b>MEMO DATE:</b> July 22, 2008 <b>Prepared By:</b> Michael Shuttleworth	<b>TYPE OF ACTION</b>	Consent Agenda
	<b>NEEDED</b> Execute Contract Pass Resolution X Pass Ordinance X Pass Motion X Other	Public Hearing X 1st Discussion 2nd Discussion Other -

**BACKGROUND INFORMATION**

On April 15, 2008, the Benton County Planning Commission conducted an open record hearing on the proposed ordinance relating to growth management, setting procedures and standards for amendments to the Comprehensive Plan, adding a new chapter to Title 16 of the Benton County Code. After closing the Open Record Hearing and discussing the proposed ordinance, the Planning Commission made a recommendation that the Board of County Commissioners approve the proposed ordinance. The Planning Commission's record and recommendation for the proposed ordinance is being submitted for your review. The Board reviewed the proposed ordinance at a workshop on July 7, 2008 and directed staff to set a public hearing for the proposed ordinance. Staff set a public hearing on July 28, 2008 for the Board to review the record and recommendation of the Planning Commission and make a decision on the proposed ordinance.

Attached with the Planning Commission recommendation are comments submitted by John Ziobro, representing Thayne Wiser. Mr. Ziobro suggested that the ordinance be changed so that the Urban Growth Area Amendments would be accepted every two years instead of every five years. Mr. Ziobro also suggested that if Urban Growth Area Amendments are accepted every five years, then if an application is deemed incomplete, it could be resubmitted the following year. The Planning Commission considered both of the suggestions and decided against a change to the ordinance.

The need to extend an Urban Growth Area (UGA) is based on the Office of Financial Management's 20-year population growth projections. The projections are provided to Counties in the State once every five years and are a 20-year population growth forecast. The County in conference with the cities may select from a three-tiered projection that allows planning for a low, medium, or high population projection. Benton County has used the "high" population projection for use in both the 2003, and 2008 amendment cycles.

Currently, all the cities within Benton County have sufficient UGA's to accommodate their allocated population projections well beyond the twenty-year planning horizon. There are specific criteria required in the County-wide Planning Policies that must be met before a city can propose to increase an UGA. A formula is used in the process to calculate the area required for each city's UGA's using individual city's per capita requirement for each land use type, and a marketing factor is added for inflationary purposes. The current method of review is a standard planning practice that has been tested and survived scrutiny of past Benton County appearances before the GMA Eastern Hearings Board. A change to the annual review of UGA's would jeopardize an accountable and established process and generate interest in a currently unchallenged annual review practice.

The annual review of UGA's would require additional staff to review and process these proposals and also put an added strain on legal staff for preparation and representation in defending these proposals as they are appealed before the hearings board. An appeal of the Richland UGA in 2003 has just recently completed its rounds through the courts this spring. It is likely that appealed

proposals could still be in the legal process when a subsequent application for an UGA extension is requested by a city. The development community could also see a hold up in seeing their projects completed as UGA proposals are backlogged in the review and appeal process.

A phone and email survey of 22 of the 29 counties currently planning under GMA revealed the following:

14 counties reviewed on a 5, 7, & 10-year review

6 annual reviews

Pierce County- 2-year & 7-year review

Pend Oreille County- coincides with each city's comp plan review cycle.

### **SUMMARY**

The following is a summary of the proposed ordinance:

- Section 1: Is the purpose of the Ordinance.
- Section 2: Provides definitions for "Comprehensive Plan" and "Urban Growth Area".
- Section 3: Provide who would be eligible to request an amendment to the Benton County Comprehensive Plan.
- Section 4: Provides that the Benton County Planning Department will place a legal notice in the official County newspaper announcing that comprehensive plan amendments must be submitted by December 1.
- Section 5: Provides that applications for comprehensive plan amendments will be accepted only between October 1 and December 1 of each year. That requests to amend urban growth area boundaries will be accepted only every five years.
- Section 6: This section provides a list of items that must be submitted to the Planning Department before an application for amending the comprehensive plan or urban growth area will be considered a complete application.
- Section 7: This section provides what will be done if the application submitted is determined to be an incomplete application.
- Section 8: This section provides how a comprehensive plan amendment will be reviewed.
- Section 9: This section provides that if any provision of the ordinance is declared unconstitutional the rest of the ordinance will not be affected.
- Section 10: Is the effective date of the ordinance.

### **RECOMMENDATION**

After closing the Open Record Hearing and discussing the issue, the Planning Commission voted to recommend approval of the proposed ordinance. The Planning Department recommends that the Board of County Commissioners after conducting the public hearing and reviewing the record created by the Planning Commission, make a motion to adopt the proposed ordinance as recommended by the Planning Commission.

### **FISCAL IMPACT**

None.

### **MOTION**

At the conclusion of the public hearing, the Board will need to make a motion adopting the Planning Commission's Findings of Fact as your own, approving the resolution and adopting the ordinance that sets up the procedure of how and when the Benton County Comprehensive Plan could be amended. If the Board wishes to make a change to the Planning Commission recommendation, you must make your own findings before making a decision on the proposed ordinance.

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

AN ORDINANCE relating to growth management, setting procedures and standards for amendments to the Comprehensive Plan, adding a new chapter to Title 16 of the Benton County Code.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to set forth the timing and procedures for requesting and processing amendments to the Benton County Comprehensive Plan.

SECTION 2. DEFINITIONS. For the purposes of this ordinance, the following words and phrases shall have the indicated meanings unless the context clearly indicates otherwise:

(a) "Comprehensive Plan" means the comprehensive land use plan of Benton County adopted on June 22, 1998, and as amended by the Board of County Commissioners.

(b) "Urban Growth Area" or "UGA" means the areas designated by the County pursuant to RCW 36.70A.110.

SECTION 3. COMPREHENSIVE PLAN--AMENDMENTS--PERSONS ELIGIBLE TO REQUEST AMENDMENTS--APPLICATIONS. (a) An application to amend the County's Comprehensive Plan to revise the boundaries of an Urban Growth Area may only be submitted by the city whose Urban Growth Area is the subject of the application and must be signed by a representative of that city authorized in writing by that city's council to submit the application.

(b) Applications to amend any other portion of the County's Comprehensive Plan can be submitted at the direction of the Benton County Planning Commission, Benton County Board of Commissioners, the Benton County Planning Director, any owner of property in unincorporated Benton County seeking an amendment that only affects that person's property, any resident of unincorporated Benton County supported by signatures of ten (10) residents of unincorporated Benton County, or any general or special purpose local governmental entity operating in Benton County pursuant to an adopted resolution of its legislative body or board of directors.

SECTION 4. COMPREHENSIVE PLAN--AMENDMENTS--PUBLIC NOTICE OF DEADLINE FOR SUBMITTAL OF COMPLETE APPLICATIONS. (a) Prior to October 1st of each year, the Planning Department shall place legal notices in the official county newspaper announcing the December 1st deadline for submitting complete applications for amendments to the Comprehensive Plan.

(b) The notice shall indicate whether applications to amend Urban Growth Area boundaries will be accepted during the upcoming application period.

SECTION 5. COMPREHENSIVE PLAN--AMENDMENTS--APPLICATION PERIOD. (a) Subject to the exceptions found in RCW 36.70A.130(2)(a) and 36.70A.130(2)(b), applications to amend the

Comprehensive Plan shall only be accepted between October 1st and December 1st of any year, and all applications will be considered concurrently by the Board of County Commissioners in the calendar year that follows the year in which the application is submitted.

(b) Applications to amend Urban Growth Area boundaries shall only be accepted every five (5) years to be acted upon by the Board of County Commissioners every fifth year counting from the year 1998 (i.e., 2003, 2008, 2013, etc.).

(c) Notwithstanding the designated application period set forth above under Section 5(a), the Board of County Commissioners may, after appropriate public participation, adopt amendments or revisions to the Comprehensive Plan whenever an emergency exists or to resolve an appeal of the Comprehensive Plan filed with a growth management hearings board or a court. For purposes of this subsection, an emergency exists when the Board of County Commissioners determines that there exists an imminent threat to life, property, public health or safety, air or water resources.

SECTION 6. COMPREHENSIVE PLAN--AMENDMENTS--DOCUMENTATION REQUIRED FOR A COMPLETE APPLICATION. (a) Within fourteen (14) days after receiving an application for amendment to the Comprehensive Plan, the County Planning Department shall review the application and place in the mail or personally deliver a written determination addressed to the applicant stating that the application is complete or that the application is incomplete and identifying what is necessary to make the application complete.

(b) All applications for amendment to the Comprehensive Plan must provide all information requested on the application form and include the following documentation:

- (1) a completed environmental checklist in accordance with the State Environmental Policy Act (SEPA);
- (2) an application fee as set by resolution of the Board of County Commissioners;
- (3) a textual and graphic description of the requested Comprehensive Plan amendment which shall identify the specific portions of the Plan proposed for amendment;
- (4) an explanation of why the amendment is being proposed; and
- (5) the signature of the person or persons eligible to make the application as set forth in Section 3 above.

(c) All applications for an amendment to an Urban Growth Area must also include the following:

- (1) a copy of the city's State Environmental Policy Act (SEPA) determination and Environmental Impact Statement (EIS), if required by the SEPA determination;
- (2) a map(s) and an aerial photograph(s) depicting the specific land area(s) proposed for inclusion within the UGA

boundary, the relationship of such area(s) to the existing UGA, the current corporate boundaries and the general location and acreage of planned open spaces and greenbelts that will remain as open space within the area(s) proposed for inclusion within a UGA, as per RCW 36.70A.110(2);

(3) a map and aerial photograph(s) showing the total acreage involved in the proposed UGA addition, the proposed pattern and acreages of urban land uses and densities for the area proposed for inclusion, with any residential areas requiring a minimum average density of six (6) dwelling units per acre;

(4) a spreadsheet, in the form provided by the County, completed to contain the information necessary to demonstrate and allow confirmation that the proposal is consistent with Benton County County-wide Planning Policies, including but not limited to policies 3, 4, and 5;

(5) a copy of the city council resolution or ordinance authorizing submittal of the application to the County and approving the capital facilities plan referenced below with a finding that the capital facilities plan complies with RCW 36.70A.070(3); and

(6) a capital facilities plan for the area proposed to be added to the UGA that has been approved by resolution of the city council that contains the following:

- (i) An inventory of the existing public facilities, as that term is defined by RCW 36.70A.030, that are within the current UGA (inclusive of incorporated areas) and the area proposed to be added to the UGA, showing the locations and capacities of the public facilities;
- (ii) A forecast of the needs for the next twenty (20) years of such public facilities at identified levels of service that are needed within the current UGA (inclusive of incorporated areas) and the proposed area to be added to the UGA;
- (iii) The necessary locations and capacities of expanded or new public facilities within the current UGA (inclusive of incorporated areas) and the proposed area to be added to the UGA;
- (iv) For the proposed area to be added to the UGA at least a six-year plan to finance such public facilities within projected funding capacities that clearly identifies sources of public money for such purposes; and
- (v) Identification of revisions to the city's land use element if probable funding falls short of meeting existing needs and to ensure that the city's land use element and capital facilities plan element (and financing plan therein) are coordinated and consistent.

SECTION 7. COMPREHENSIVE PLAN--AMENDMENTS--INCOMPLETE APPLICATIONS. (a) If an application to amend the Comprehensive Plan is determined to be incomplete under Section 6 above and is not made complete by December 1st, it will be rejected and returned to the applicant.

(b) If an application to amend an Urban Growth Area is determined to be incomplete under Section 6 above and is returned to the applicant, unless such application is made complete and submitted by that December 1st, it may not be resubmitted until the next five-year cycle for UGA amendments.

(c) Applications for other Comprehensive Plan amendments that are rejected for filing due to being incomplete, may be resubmitted by December 1st or may be submitted during the next application period during which applications of that nature are accepted. If such an application is deemed complete but is denied, it cannot be resubmitted until the third calendar year following the date of denial.

SECTION 8. COMPREHENSIVE PLAN--AMENDMENTS--PROCEDURAL STEPS FOR REVIEW OF PROPOSED AMENDMENTS. (a) The Planning Department will initiate review of complete applications by listing them in a posted legal notice along with the State Environmental Policy Act (SEPA) review dates. Analysis of each application for consistency with the Washington State Growth Management Act and the Comprehensive Plan, including the adopted County-wide Planning Policies, will be conducted and summarized in a staff report. The Planning Department shall also make a recommendation to the Planning Commission for approval or denial of each application.

(b) The Planning Commission will conduct at least one open record public hearing on the applications and forward a recommendation for approval or denial of each application to the Board.

(c) The Board of County Commissioners will conduct at least one open record public hearing on the applications prior to approving, approving with modifications and/or conditions, or denying the applications.

SECTION 9. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

Ordinance No. \_\_\_\_\_  
Continued  
Page 5

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

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

Approved as to Form:

Ryan Brown  
Deputy Prosecuting Attorney

Constituting the Board of  
County Commissioners of  
Benton County, Washington

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

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

I. INTRODUCTION

In the Matter of: County Planning,

Pursuant to Chapter 36.70 RCW, the Benton County Planning Commission has held a public hearing on April 15, 2008, for the purpose of hearing testimony for and against and considering adoption of an ordinance amendment relating to growth management, setting procedures and standards for amendments to the Comprehensive Plan, adding a new chapter to Title 16 of the Benton County Code.

The members of the Planning Commission and their attendance for the aforementioned hearing are as follows: Eugene Johnson, Jon Lindeman, James Wetzel, Faye Nelson, James Willard, Lloyd Coughlin and Martin Sheeran.

All persons desiring to speak for or against, or in relation to the proposed ordinance(s) and amendment(s) were given full and complete opportunity to be heard.

The Planning Commission is now satisfied that this matter has been sufficiently considered.

Therefore, the Benton County Planning Commission hereby makes and enters the following:

II. FINDINGS OF FACT

- A. Legal notification was given on April 3, 2008. The public hearing was conducted on April 15, 2008.
- B. The proposed ordinance(s) and amendment(s) are found to be in conformance with the intent of the Benton County Comprehensive Plan. Yes
- C. Written and oral testimony have indicated the following concerning the proposed ordinance(s) and amendment(s): Neither approval or disapproval but concern regarding the need for more frequent review of Amendments.
- D. The record and testimony **does** establish the need for the proposed ordinance(s) and amendment(s) for the following reasons: The amendments will create a section in the Benton County Code that would set up how and

when the Benton County Comprehensive Plan could be amended.

- E. S.E.P.A. - The Planning Commission has determined that the requirements of the State Environmental Policy Act have been satisfied because SEPA review is not required for ordinance amendments of this type.
- F. The Planning Commission members agreed with the staff recommendation to retain the current every five (5) year review to allow the utilization of the twenty-year population projections prepared on the same five-year cycle by the State Office of Financial Management (OFM). The use of OFM population projections are required by RCW 36.70A.110(2) and is consistent with the Benton County County-Wide Planning Policies specifically Policy #4 to ensure that urban growth areas are appropriately sized and are sufficient to meet the land use requirements for each city.
- G. The record indicates the approval of the proposed ordinance(s) and amendment(s) would be in the public interest. Yes - It will set forth the timing and procedures for requesting and processing amendments to the Benton County Comprehensive Plan.

III. STAFF REPORT

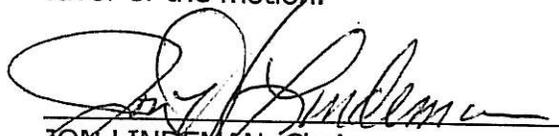
A majority of the Planning Commission members find that all the facts set forth in the Planning staff memo dated April 9, 2008, **are accurate.**

IV. ANALYSIS OF FACTORS CONSIDERED CONTROLLING

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

V. MOTION

It was moved by Eugene Johnson and seconded by Faye Nelson that the chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the commission's recommendation for **approval** of the proposed ordinance amendment relating to; growth management, setting procedures and standards for amendments to the Comprehensive Plan, adding a new chapter to Title 16 of the Benton County Code with the word change from will to shall in Section 8(b & c) that articulate and are consistent with the findings, conclusions and recommendation made by the Planning Commission tonight. The motion passed with all those in attendance voting in favor of the motion.

  
\_\_\_\_\_  
JON LINDEMAN, Chairman  
Benton County Planning Commission

DATE

# 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: April 9, 2008  
TO: BENTON COUNTY PLANNING COMMISSION  
FROM: BENTON COUNTY PLANNING DEPARTMENT  
RE: PROPOSED ADDITION TO BCC TITLE 16.

File No. Ord. Amd BCC16  
Date 4-9-08  
Exhibit No. 1  
Received by djh

## BACKGROUND:

Contained in the Benton County Comprehensive Plan is a general process for updating and amending the comprehensive plan. Attached to this memo is a draft ordinance that would create a section in the Benton County Code that would set up how and when the Benton County Comprehensive Plan could be amended. The Planning Commission will discuss this at a public hearing. Please review the attached information.

## OVERVIEW:

- Section 1: Is the purpose of the Ordinance.
- Section 2: Provides definitions for "Comprehensive Plan" and "Urban Growth Area".
- Section 3: Provide who would be eligible to request an amendment to the Benton County Comprehensive Plan.
- Section 4: Provides that the Benton County Planning Department will place a legal notice in the official County newspaper announcing that comprehensive plan amendments must be submitted by December 1.
- Section 5: Provides that applications for comprehensive plan amendments will be accepted only between October 1 and December 1 of each year. That requests to amend urban growth area boundaries will be accepted only every five years.
- Section 6: This section provides a list of items that must be submitted to the Planning Department before an application for amending the comprehensive plan or urban growth area will be considered a complete application.
- Section 7: This section provides what will be done if the application submitted is determined to be an incomplete application.
- Section 8: This section provides how a comprehensive plan amendment will be reviewed.
- Section 9: This section provides that if any provision of the ordinance is declared unconstitutional the rest of the ordinance will not be affected.
- Section 10: Is the effective date of the ordinance.

## PLANNING DEPARTMENT RECOMMENDATION:

The Benton County Planning Department recommends that the planning commissions review the proposed ordinances, conduct the public hearing and make recommendations to the Board of County Commissioners to approve the draft ordinance.

## Exhibits.

- Exhibit 1: Staff memo dated April 9, 2008
- Exhibit 2: Staff memo dated March 11, 2008 for Planning Commission workshop that includes:  
Attachment 1 - Draft ordinances recommended adding to BCC Title 16  
Attachment 2 - Pages 1-9 to 1-11 of the Benton County Comprehensive Plan.  
Attachment 3 - Item 1-2 Chapter One Appendix on pages Appendix 3 to Appendix 5 of the Benton County Comprehensive Plan.
- Exhibit 3: Notice of Public Hearing published on April 3, 2008.

# Benton County Planning/Building Department

Terry A. Marden, Director

PLANNING  
Planning Annex  
P.O. Box 910, 1002 Dudley Avenue  
Prosser WA 99350  
Prosser Office: (509) 786-5612  
Benton Tri-Cities: (509) 736-3086  
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BUILDING  
Kennewick Annex  
5600 W. Canal Drive, Suite C 105A  
Kennewick WA 99336  
Tri-Cities Office: (509) 735-3500  
From Prosser: (509) 786-5622  
Fax: (509) 736-2732

## BENTON COUNTY PLANNING COMMISSION PROPOSAL TO ADD TO BCC TITLE 16

**DATE:** March 11, 2008  
**TO:** BENTON COUNTY PLANNING COMMISSION  
**FROM:** BENTON COUNTY PLANNING DEPARTMENT  
**RE:** PROPOSED ADDITION TO BCC TITLE 16.

File No. Ord Amd BCC 16  
Date 4-9-08  
Exhibit No. 2  
Received by djh

### BACKGROUND:

Contained in the Benton County Comprehensive Plan is a general process for updating and amending the comprehensive plan. Attached to this memo is a draft ordinance that would create a section in the Benton County Code that would set up how and when the Benton County Comprehensive Plan could be amended. The Planning Commission will discuss this at a workshop and then a public hearing will be scheduled. Please review the attached information.

### ATTACHMENTS.

- Attachment 1: Draft ordinances recommended adding to BCC Title 16
- Attachment 2: Pages 1-9 to 1-11 of the Benton County Comprehensive Plan.
- Attachment 3: Item 1-2 of Chapter One Appendix on pages Appendix 3 to Appendix 5 of the Benton County Comprehensive Plan.

## DRAFT

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

AN ORDINANCE relating to growth management, setting procedures and standards for amendments to the Comprehensive Plan, adding a new chapter to Title 16 of the Benton County Code.

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

SECTION 1. PURPOSE. The purpose of this ordinance is to set forth the timing and procedures for requesting and processing amendments to the Benton County Comprehensive Plan.

SECTION 2. DEFINITIONS. For the purposes of this ordinance, the following words and phrases shall have the indicated meanings unless the context clearly indicates otherwise:

(a) "Comprehensive Plan" means the comprehensive land use plan of Benton County adopted on June 22, 1998, and as amended by the Board of County Commissioners.

(b) "Urban Growth Area" or "UGA" means the areas designated by the County pursuant to RCW 36.70A.110.

SECTION 3. COMPREHENSIVE PLAN--AMENDMENTS--PERSONS ELIGIBLE TO REQUEST AMENDMENTS--APPLICATIONS. (a) An application to amend the County's Comprehensive Plan to revise the boundaries of an Urban Growth Area may only be submitted by the city whose Urban Growth Area is the subject of the application and must be signed by a representative of that city authorized in writing by that city's council to submit the application.

(b) Applications to amend any other portion of the County's Comprehensive Plan can be submitted at the direction of the Benton County Planning Commission, Benton County Board of Commissioners, the Benton County Planning Director, any owner of property in unincorporated Benton County seeking an amendment that only affects that person's property, any resident of unincorporated Benton County supported by signatures of ten (10) residents of unincorporated Benton County, or any general or special purpose local governmental entity operating in Benton County pursuant to an adopted resolution of its legislative body or board of directors.

SECTION 4. COMPREHENSIVE PLAN--AMENDMENTS--PUBLIC NOTICE OF DEADLINE FOR SUBMITTAL OF COMPLETE APPLICATIONS. (a) Prior to October 1st of each year, the Planning Department shall place legal notices in the official county newspaper announcing the December 1st deadline for submitting complete applications for amendments to the Comprehensive Plan.

(b) The notice shall indicate whether applications to amend Urban Growth Area boundaries will be accepted during the upcoming application period.

SECTION 5. COMPREHENSIVE PLAN--AMENDMENTS--APPLICATION PERIOD. (a) Subject to the exceptions found in RCW 36.70A.130(2)(a) and 36.70A.130(2)(b), applications to amend the

## DRAFT

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(b) Applications to amend Urban Growth Area boundaries shall only be accepted every five (5) years to be acted upon by the Board of County Commissioners every fifth year counting from the year 1998 (i.e., 2003, 2008, 2013, etc.).

(c) Notwithstanding the designated application period set forth above under Section 5(a), the Board of County Commissioners may, after appropriate public participation, adopt amendments or revisions to the Comprehensive Plan whenever an emergency exists or to resolve an appeal of the Comprehensive Plan filed with a growth management hearings board or a court. For purposes of this subsection, an emergency exists when the Board of County Commissioners determines that there exists an imminent threat to life, property, public health or safety, air or water resources.

SECTION 6. COMPREHENSIVE PLAN--AMENDMENTS--DOCUMENTATION REQUIRED FOR A COMPLETE APPLICATION. (a) Within fourteen (14) days after receiving an application for amendment to the Comprehensive Plan, the County Planning Department shall review the application and place in the mail or personally deliver a written determination addressed to the applicant stating that the application is complete or that the application is incomplete and identifying what is necessary to make the application complete.

(b) All applications for amendment to the Comprehensive Plan must provide all information requested on the application form and include the following documentation:

(1) a completed environmental checklist in accordance with the State Environmental Policy Act (SEPA);

(2) an application fee as set by resolution of the Board of County Commissioners;

(3) a textual and graphic description of the requested Comprehensive Plan amendment which shall identify the specific portions of the Plan proposed for amendment;

(4) an explanation of why the amendment is being proposed; and

(5) the signature of the person or persons eligible to make the application as set forth in Section 3 above.

(c) All applications for an amendment to an Urban Growth Area must also include the following:

(1) a copy of the city's State Environmental Policy Act (SEPA) determination and Environmental Impact Statement (EIS), if required by the SEPA determination;

(2) a map(s) and an aerial photograph(s) depicting the specific land area(s) proposed for inclusion within the UGA

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boundary, the relationship of such area(s) to the existing UGA, the current corporate boundaries and the general location and acreage of planned open spaces and greenbelts that will remain as open space within the area(s) proposed for inclusion within a UGA, as per RCW 36.70A.110(2);

(3) a map and aerial photograph(s) showing the total acreage involved in the proposed UGA addition, the proposed pattern and acreages of urban land uses and densities for the area proposed for inclusion, with any residential areas requiring a minimum average density of six (6) dwelling units per acre;

(4) a spreadsheet, in the form provided by the County, completed to contain the information necessary to demonstrate and allow confirmation that the proposal is consistent with Benton County County wide Planning Policies, including but not limited to policies 3, 4, and 5;

(5) a copy of the city council resolution or ordinance authorizing submittal of the application to the County and approving the capital facilities plan referenced below with a finding that the capital facilities plan complies with RCW 36.70A.070(3); and

(6) a capital facilities plan for the area proposed to be added to the UGA that has been approved by resolution of the city council that contains the following:

- (i) An inventory of the existing public facilities, as that term is defined by RCW 36.70A.030, that are within the current UGA (inclusive of incorporated areas) and the area proposed to be added to the UGA, showing the locations and capacities of the public facilities;
- (ii) A forecast of the needs for the next twenty (20) years of such public facilities at identified levels of service that are needed within the current UGA (inclusive of incorporated areas) and the proposed area to be added to the UGA;
- (iii) The necessary locations and capacities of expanded or new public facilities within the current UGA (inclusive of incorporated areas) and the proposed area to be added to the UGA;
- (iv) For the proposed area to be added to the UGA at least a six-year plan to finance such public facilities within projected funding capacities that clearly identifies sources of public money for such purposes; and
- (v) Identification of revisions to the city's land use element if probable funding falls short of meeting existing needs and to ensure that the city's land use element and capital facilities plan element (and financing plan therein) are coordinated and consistent.

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SECTION 7. COMPREHENSIVE PLAN--AMENDMENTS--INCOMPLETE APPLICATIONS. (a) If an application to amend the Comprehensive Plan is determined to be incomplete under Section 6 above and is not made complete by December 1st, it will be rejected and returned to the applicant.

(b) If an application to amend an Urban Growth Area is determined to be incomplete under Section 6 above and is returned to the applicant, unless such application is made complete and submitted by that December 1st, it may not be resubmitted until the next five-year cycle for UGA amendments.

(c) Applications for other Comprehensive Plan amendments that are rejected for filing due to being incomplete, may be resubmitted by December 1st or may be submitted during the next application period during which applications of that nature are accepted. If such an application is deemed complete but is denied, it cannot be resubmitted until the third calendar year following the date of denial.

SECTION 8. COMPREHENSIVE PLAN--AMENDMENTS--PROCEDURAL STEPS FOR REVIEW OF PROPOSED AMENDMENTS. (a) The Planning Department will initiate review of complete applications by listing them in a posted legal notice along with the State Environmental Policy Act (SEPA) review dates. Analysis of each application for consistency with the Washington State Growth Management Act and the Comprehensive Plan, including the adopted County Wide Planning Policies, will be conducted and summarized in a staff report. The Planning Department shall also make a recommendation to the Planning Commission for approval or denial of each application.

(b) The Planning Commission will conduct at least one open record public hearing on the applications and forward a recommendation for approval or denial of each application to the Board.

(c) The Board of County Commissioners will conduct at least one open record public hearing on the applications prior to approving, approving with modifications and/or conditions, or denying the applications.

SECTION 9. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

**DRAFT**

**DRAFT**

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

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

Constituting the Board of  
County Commissioners of  
Benton County, Washington

Approved as to Form:

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

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

**DRAFT**

- the exclusion of lands previously designated Agriculture from the designation because of urban encroachments and parcelization which has occurred within the past 10 years;
- an increase in the number of acres designated industrial;
- a greater emphasis on recreational trails, paths and other amenities.
- a detailed Economic Element integrated with an Economic Development Improvement Program (EDIP) which is not a part of the Comprehensive Plan.
- a Park and Recreation Element.

### AMENDMENTS TO THIS COMPREHENSIVE PLAN

Comprehensive Plans are not written in stone for all time. They are a living document designed to be at once rigid enough to hold a chosen course over an extended period of new growth and development, yet flexible enough to accommodate a wide spectrum of both anticipated and unforeseen market conditions. A fundamentally good plan can do this for a relatively short period of time (5-10 years), during which monitoring and data gathering and analysis for the purposes of "fine tuning" and improving the plan by amendment should be an ongoing program. At the end of this period (it is recommended every 5-7 years) a major reassessment of the plan should occur.

### Frequency of Amendments

RCW 36.70A.130 requires that:

**(1) "Each comprehensive land use plan and development regulations shall be subject to continuing review and evaluation by the county or city that adopted them. Not later than September 1, 2002, and at least every five years thereafter, a county or city shall take action to review and, if needed, revise its comprehensive land use plan and development regulations to ensure that the plan and regulations are complying with the requirements of this chapter. The review and evaluation required by this subsection may be combined with the review required by subsection (3) of this section. Any amendment or revision to a comprehensive land use plan shall conform to this chapter, and any change to development regulations shall be consistent with and implement the comprehensive plan.**

**(2)(a) Each county and city shall establish and broadly disseminate to the public a public participation program identifying procedures whereby proposed amendments or revisions of the comprehensive plan are considered by the governing body of the county or city no more frequently than once every year except that amendments may be considered more frequently under the following circumstances:**

- (i) The initial adoption of a subarea plan;**
- (ii) The adoption or amendment of a shoreline master program under the**

procedures set forth in chapter 90.58 RCW; and,

(iii) The amendment of the capital facilities element of a comprehensive plan that occurs concurrently with the adoption or amendment of a county or city budget.

(b) Except as otherwise provided in (a) of this subsection, all proposals shall be considered by the governing body concurrently so the cumulative effect of the various proposals can be ascertained. However, after appropriate public participation a county or city may adopt amendments or revisions to its comprehensive plan that conform with this chapter whenever an emergency exists or to resolve an appeal of a comprehensive plan filed with a growth management hearings board or with the court.

(3) Each county that designates urban growth areas under RCW 36.70A.110 shall review, at least every ten years, its designated urban growth area or areas, and the densities permitted within both the incorporated and unincorporated portions of each urban growth area. In conjunction with this review by the county, each city located within an urban growth area shall review the densities permitted within its boundaries, and the extent to which the urban growth occurring within the county has located within each city and the unincorporated portions of the urban growth areas. The county comprehensive plan designating urban growth areas, and the densities permitted in the urban growth areas by the comprehensive plans of the county and each city located within

*the urban growth areas, shall be revised to accommodate the urban growth projected to occur in the county for the succeeding twenty-year period. The review required by this subsection may be combined with the review and evaluation required by RCW 36.70A.215." [1997 c 429§ 10; 1995 c 347§ 106; 1990 1st ex.s. c 17 §13.]"*

#### Procedures For Accomplishing Plan Amendments

In July of each calendar year proposed amendments to the Benton County Plan shall be brought to the Benton County Planning Commission for hearing and recommendation to the Board of Commissioners. In order for this to occur, proposals must be submitted to the Benton County Planning Department no later than December 1st of each year, so that the proposals can be packaged, analyzed for effect, and scheduled for hearings, etc.

Detailed procedures for amending the Benton County Comprehensive Plan are contained in Appendix 1, item 1-2.

#### HISTORY OF COMPREHENSIVE PLANNING IN BENTON COUNTY

##### 1985 Comprehensive Plan

In 1985 the Benton County Board of Commissioners, after a several years long planning process adopted the 1985 Comprehensive Plan. Implementing Ordinances for the Plan were drafted through a public participation process, however the ordinances were never adopted due

changing economic and staffing circumstances in the early and middle 1980s. (See Appendix 1, item 1-3 for chronology of the 1985 Comprehensive Planning process as well the process engaged in under GMA to amend, or update the 1985 Comprehensive Plan).

The advice of the Benton County Prosecuting Attorney's office to the Planning Director in the mid-1980's was that without adopted implementing ordinances the land use map and policies of the 1985 Comprehensive Plan could not be used as a standard for land use decisions. The Planning Director was advised to continue using the county's zoning district map and related zoning districts (ordinances) which predated the 1985 Comprehensive Plan. Actions taken by the Board of Commissioners to implement GMA will amend or replace these controls per current state planning law.

#### **Continuity Between the 1985 Plan and the GMA Plan**

Though some of this Plan's amendments to the 1985 Comprehensive Plan in response to GMA are significant, they do not substantively alter the most important and fundamental elements of the 1985 Plan, i.e., the land use designations of its Land Use Map, and its Plan Policies. In addressing the requirements of GMA, county planning staff took the position that the policies and land use designations

of the 1985 Plan were fundamentally sound and should be changed only where necessary to meet the requirements of GMA, or for update or improving clarity relative to changed circumstances.

Accordingly, for these fundamentals (the Land Use map and policies) there is direct continuity between the 1985 Plan and this Plan. The maintenance of this continuity was further assured by having many of the public members who participated in the 1985 planning process also participate as Rural Planning Committee members in the preparation of this Plan.

# ATTACHMENT 3

GMA Requirement

Pre-GMA Req.

1985 Plan &  
Ordinance

1997 GMA Plan

Protect Critical Resources (Aquifer Recharge Areas, Frequently Flooded Areas, Fish and Wildlife Conservation Areas, Geologically Hazardous Areas)			
All jurisdictions whether planning under GMA or not must designate and protect by ordinance "Critical Resources" by 1993.	No requirement to protect these resources.	Excellent mapping and designation of such resources, no regulations for biological and aquifer resources, some regulations in BC Code re: flood and geologic hazard areas.	1997 Plan uses maps and data from the 1985 Plan augmented by areal photos and new data to designate "functions and values" of critical resources identified in this plan and protected by ordinance adopted in 1994.
Availability of Transportation System Capacity For New Development			
That jurisdictions identify and maintain a Level of Service (LOS) for transportation system components e.g., roads, transit, etc. A requirement that LOS stay "concurrent" with new transportation demands from new development (i.e., that deficits in LOS not be allowed).	No requirement for LOSs or "concurrency"	No designated LOS, no system for maintaining concurrency.	LOS of C designated for "major county collectors"; LOS to be monitored and maintained within the Six Year Road Program.
State Compliance			
State agency projects and actions must comply with Local Comprehensive Plans	No requirement for State Agency compliance.	No recognition of need for state compliance	State agencies must comply with the 1997 Comp. Plan once it is certified by the State

## ITEM 1-2

### AMENDMENT PROCEDURES FOR COMPREHENSIVE PLAN

Procedures to be among those included in an Ordinance enabling Amendments to the Comprehensive Plan.

### PLAN AMENDMENT CYCLE

#### Frequency of Amendments

The conclusion of an amendment cycle shall occur annually unless no amendments are proposed; amendments denied can be resubmitted no sooner than in the third year from the date of denial. Amendments to Final Urban Growth Areas will be cycled only once every 5 years. Amendments do not

constitute emergencies (i.e., an immediate threat to life or property for which action must be taken to alleviate the threat).

#### Amendments As Legislative Actions

Proposed amendments must be those proposals which fall clearly under "legislative" rather than "quasi-judicial" actions directly or indirectly. Quasi-judicial actions are for development proposals and are governed under the new and specific requirements of HB 1724 (regulatory reform bill). Legislative actions are not project related.

#### Linking To Budget

The conclusion of a Plan Amendment Cycle should be concurrent with the development of the county's annual budget, and capital facilities deliberations, so that the adoption of Plan amendments precedes budget adoption by no less than 30 days. The Amendment cycle should end with Board of Commissioners action by September 1 of each year, which means the Board must receive the amendment package for review by July.

#### Timing Of The Cycle

Once amendments in a cycle are "initiated" by the Planning Director (i.e., SEPA notice issued in preparation of preparing a staff report) the noticing requirements, SEPA review, planning analysis and public hearings procedures for Plan Amendments may take from 6 to 9 months to complete. Accordingly, Amendments must be "initiated" by January 1, which means they must be submitted for "docketing" a minimum of 30 days before that (December 1).

#### Steps of the Cycle

##### Docketing of Suggested Amendments

- Planning Dept. keeps list of amendment suggestions/requests with names and addresses of sponsors.
- Amendments can be proposed "in-house", by the Planning Commission, Economic Development Coordinator, Board of Commissioners, and Planning Director, or any owner of property in unincorporated Benton County for his/her property, or any resident of unincorporated Benton County supported by 10 signatures of unincorporated Benton county residents, or any general or special purpose government or district.
- In September of each year, the Planning Dept. places legal notice in local print media of the approaching deadline for the submittal of amendment requests.
- In January of each year, the Planning Director initiates review by noticing the proposal and SEPA review.
- For each proposed amendment the Planning Department integrates SEPA/EIS and Staff Report with Recommendation to the Planning Commission.
- Planning Commission conducts at least one public hearing and forwards a Recommendation to the Board of County Commissioners.
- Board of County Commissioners conducts at least one hearing to consider and act upon the Planning Commission recommendation.
- Implementation

#### Applications For Amendments

Applications must be submitted in writing and include the following:

- 1) a fee (as set by the Board of Commissioners)

- 2) Responses to the following:
  - a. Description of the requested Plan Amendment;
  - b. An explanation of why the amendment is being proposed including specific areas needing changes;
  - c. If appropriate, the proposed amendment should include amendatory language; and
  - d. An explanation of how the criteria in 3 (below) are met by the proposal:
  
- 3) Criteria against which the proposed amendment must be evaluated and found to be in substantial compliance for approval:
  - a. An amendment is necessary to resolve inconsistencies within the County Comprehensive Plan, or with other city plans or ordinances with which the county has no objection;
  - b. Conditions have so changed since the adoption of the county plan or ordinances that the existing adopted provision is inappropriate;
  - c. The proposed amendment is consistent with the overall intent of the goals, map, and Rural Element of the county plan;
  - d. The proposed amendment is consistent with Chapter 36.70A RCW, the County-wide Planning Policies, and Plan policies;
  - e. For an amendment to the Comprehensive Plan Map, the proposed designation is adjacent to property having a similar and compatible designation, or the subject property is of sufficient size, or other conditions are present, to locate development or otherwise mitigate potential incompatibilities to insignificant levels;
  - f. Environmental impacts have been disclosed and measures imposed to either avoid or mitigate said impacts;
  - g. Potential ramifications of the proposed amendment to other Comprehensive Plan Elements and supporting documents have been considered and addressed;
  - h. As appropriate, where an amendment of the Comprehensive Plan is approved by the Board of Commissioners, and a subsequent rezone or amendment to development regulations is required, the planning commission may consider them and make recommendations to the Board for consideration concurrent with the final approval of the comprehensive plan amendment.

#### ITEM 1-3

#### CHRONOLOGY OF PLANNING AND PUBLIC PARTICIPATION PROCESS IN BENTON COUNTY PRE-PLAN

- 1935 - Washington's first planning enabling statute, "The Planning Commission Act", passed.
- 1938 - Benton County Planning Commission established.
- 1946 - First Benton County Zoning Ordinance adopted.
- 1959.- Planning Enabling Act passed by State Legislature.
- 1961 - Benton Regional Planning Commission established.
- 1965 - Comprehensive Plans for the Urbanizing Areas of Benton County, Washington prepared by the Benton Regional Planning Commission.
- 1966 - Benton-Franklin Governmental Conference established.

# Benton County Planning/Building Department

PLANNING  
Planning Annex  
P.O. Box 910, 1002 Dudley Avenue  
Prosser WA 99350  
Pr Office: (509) 786-5612  
Fr Tri-Cities: (509) 736-3086  
Fax: (509) 786-5629

File No. Ord Amd BCC 16  
Date 4/9/08  
Exhibit No. 3  
Received by djh

BUILDING  
Kennewick Annex  
5600 W. Canal Drive, Suite C 105A  
Kennewick WA 99336  
Tri-Cities Office: (509) 735-3500  
From Prosser: (509) 786-5622  
Fax: (509) 736-2732

## NOTICE OF PUBLIC HEARINGS

NOTICE IS GIVEN that the following actions will be considered by the Benton County Planning Commission at public hearings on April 15, 2008, beginning at 7:00 p.m. in the Public Hearing Room, 1002 Dudley Avenue, Prosser WA 99350. All concerned persons may appear and present any support for or objections to the applications or provide written testimony to the Planning Commission in care of the Planning Department by 5 P.M. on April 14, 2007.

**Preliminary Plat Request- SUB 07-03** for the preliminary plat of Rivers Edge Estates consisting of 20 lots on 50 acres by: Wes Hodges, 12301 S. 1538 PR SW, Prosser WA 99350. The site is located at the intersection of S. Lower County Line Road and North River Road on the South side of North River Road in the Northwest Quarter of Section 7, Township 8 North, Range 24 East, W.M.

**An Ordinance Amendment** relating to growth management, setting procedures and standards for amendments to the Comprehensive Plan, adds a new chapter to Title 16 of the Benton County Code. See the attached Summary for a Section-by-Section description of the proposed ordinance amendment. The purpose of this ordinance is to set forth the timing and procedure for requesting and processing amendments to the Benton County Code.

All testimony for or against the above actions will be taken at this time. Based on the testimony presented at the public hearing, the planning commission may or may not, in their recommendation to the Board of County Commissioners; approve, disapprove or modify the preliminary plat, or make changes to the proposed ordinance amendment. All concerned persons may appear and present any support or objections to the proposed amendments. Further information regarding these matters and copies of the proposed ordinance amendment are available from the office of the Benton County Planning Department, Post Office Box 910, Prosser, WA 99350. Telephone: Prosser - (509) 786-5612; Tri-Cities - (509) 736-3086. Copies of the full text will be mailed upon request, at no cost to the public.

NOTICE IS FURTHER GIVEN that said the preliminary plat has been reviewed under the requirements of the State Environmental Policy Act, as amended, along with the Environmental Checklist and other information. A Determination has been made as to the environmental impacts of the proposal and a Determination of Non-Significance has been issued. Accordingly, an Environmental Impact Statement is not required. This determination was made on February 20, 2008. Any comments regarding the determination and the environmental impacts of the proposal can be made at the hearing before the Planning Commission at the time and place indicated above, or be made in writing to the Planning Department by 5 p.m. on April 14, 2008.

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

DATED this 28th day of March 2008.

JON LINDEMAN, Chairman  
BENTON COUNTY PLANNING COMMISSION

MICHAEL SHUTTLEWORTH, Senior Planner   
PLANNING/BUILDING DEPARTMENT

**PUBLISH: April 3, 2008**

ORINANCE NO. \_\_\_\_\_

An ordinance relating to growth management, setting procedures and standards for amendments to the Comprehensive Plan, adding a new chapter to Title 16 of the Benton County Code.

SECTION 1 PURPOSE The purpose of this ordinance is to set forth the timing and procedure for requesting and processing amendments to the Benton County Code.

SECTION 2 DEFINITIONS Add definitions for Comprehensive Plan and Urban Growth Area.

SECTION 3 COMPREHENSIVE PLAN-AMENDMENTS-PERSONS ELIGIBLE TO REQUEST AMENDMENTS-APPLICATIONS. Sets forth criteria for submitting amendments to the Comprehensive Plan for Urban Growth Areas and other portions of the County's Comprehensive Plan.

SECTION 4 COMPREHENSIVE PLAN-AMENDMENTS-PUBLIC NOTICE OF DEADLINE FOR SUBMITTAL OF COMPLETE APPLICATION. Sets forth criteria for public notice of upcoming deadlines for application submittals.

SECTION 5 COMPREHENSIVE PLAN-AMENDMENTS-APPLICATION PERIOD. Sets forth criteria for when application submittals shall occur.

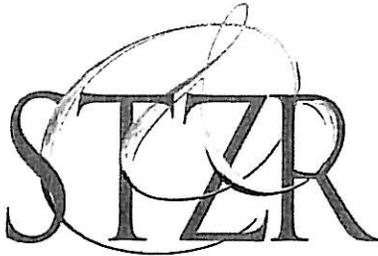
SECTION 6 COMPREHENSIVE PLAN-AMENDMENTS-DOCUMENTATION REQUIRED FOR A COMPLETE APPLICATION. Sets for criteria for submittal of an application for Comprehensive Plan Amendments. Establishing requirements for a complete submittal.

SECTION 7 COMPREHENSIVE PLAN-AMENDMENTS-INCOMPLETE APPLICATIONS. Sets for criteria for incomplete applications, requiring a complete submittal by December 1st.

SECTION 8 COMPREHENSIVE PLAN-AMENDMENTS-PROCEDURAL STEPS FOR REIVEW OF PROPOSED AMENDMENTS. Sets forth criteria for review of proposed amendments. Establishing SEPA review, a Planning Commission Open Record Hearing and a Board of County Commissioners Open Record Hearing.

SECTION 9 SEVERABILITY If any provision of this ordiancne is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 10 EFFECTIVE DATE This ordinance shall take effect and be in full force upon its passage and adoption.



File No. Ord Amd. - BCC Title 16  
 Date 4-14-08  
 Exhibit No. 4  
 Received by djh

SPERLINE ■ TELQUIST ■ ZIOBRO ■ RAEKES

ATTORNEYS AT LAW • PLLC

SENT VIA FACSIMILE (509) 786- 5629

April 14, 2008

Mike Shuttleworth  
 Benton County Planning and Building Department  
 P.O. Box 910  
 1002 Dudley Avenue  
 Prosser, WA 99336



RE: Proposed Addition to BCC Title 16

Dear Mr. Shuttleworth:

I am writing you on behalf of Thayne Wiser of Badger Properties LLC related to the above-referenced ordinance amendment. As you are aware, Mr. Wiser is the holder of property that borders the urban growth boundary of the City of Richland near the I-82 / Clearwater interchange. Last fall, the City of Richland filed an application for expansion of its urban growth area for a portion of Mr. Wiser's property in this location. Ultimately, the County rejected the application as incomplete. We recognize that the timely submittal of a request to expand the urban growth area does not guarantee approval by the County. However, we believe that the application submitted by the City of Richland was appropriate for approval and would have been of great benefit to the County, Mr. Wiser, and the City of Richland.

Having not met that deadline, Mr. Wiser is now left with the prospect of waiting five years to have his application reconsidered. During that time, his ability to develop that property to its logical capacity given its location will be severely limited. We applaud the County Planning Departments efforts to codify the process for updating and amending its Comprehensive Plan. However, we ask that the Planning Commission consider two alternatives to the proposed code language.

RCW 36.78.130 provides that Counties that designate urban growth areas and shall review, "at least every ten years, its designated urban growth area or areas, and the densities permitted within both the incorporated and unincorporated portions of each urban growth area". However, nothing precludes the County from conducting more frequent review and evaluation. In fact, such review may be as regular as once every year.

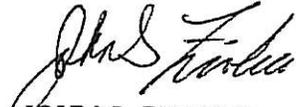
Jeffrey T. Sperline • George E. Telquist • John S. Ziobro • John P. Raekes

1333 Columbia Park Trail • Suite 110 • Richland, WA 99352  
 (509) 737-8500 • Toll Free (877) STZ-LAW1 • Fax (509) 737-9500 • www.stzrlaw.com

Mr. Wisner appreciates the burden that Comprehensive Plan Amendments have on the Planning Department. However, he believes his experience demonstrates the need for more frequent review of Comprehensive Plan Amendments. Alternative 1 suggests review of Comprehensive Plan Amendments every two years. Alternative 2 provides a remedy for incomplete applications that allows resubmittal the following year rather than the next five-year cycle. Attached herein are copies of each alternative for the Planning Commission's consideration. Mr. Wisner and I will also be in attendance for the Planning Commission's meeting should there be any questions.

Sincerely,

SPERLINE TELQUIST ZIOBRO RAEKES, PLLC



JOHN S. ZIOBRO

Enclosures:

JSZ/kk

pc: Thayne Wisner

Jeffrey T. Sperline • George E. Telquist • John S. Ziobro • John P. Raekes

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1333 Columbia Park Trail • Suite 110 • Richland, WA 99352  
(509) 737-8500 • Toll Free (877) STZ-LAW1 • Fax (509) 737-9500 • [www.stzrlaw.com](http://www.stzrlaw.com)

Section 5. Comprehensive Plan Amendments Application Period.

- a) Subject to the exceptions found in RCW 36.70A.130 (2) (a) and RCW 36.70A.130 (2) (b), applications to amend the Comprehensive Plan shall only be accepted between October 1<sup>st</sup> and December 1<sup>st</sup> of any year, and all application will be considered concurrently by the Board of County Commissioners in the calendar year that follows the year in which the application is submitted.
- b) Applications to amend Urban Growth Area boundaries shall only be accepted every two (25) years to be acted upon by the Board of County Commissioners every ~~five~~second year counting from the year 1998 (i.e., 2000~~3~~, 2002~~8~~, 2004~~13~~, 2006, 2008 etc.).
- c) Notwithstanding the designated application period set forth above under Section 5(a), the Board of County Commissioners may, after appropriate public participation, adopt amendments or revisions to the Comprehensive Plan whenever an emergency exists or to resolve an appeal of the Comprehensive Plan filed with a growth management hearings board or a court. For purposes of this subsection, an emergency exists an imminent threat to life, property, public health or safety, air or water resources.

Section 7. Comprehensive Plan Amendments Incomplete Applications.

- a) If an application to amend the Comprehensive Plan is determined to be incomplete under Section 6 above and is not made complete by December 1<sup>st</sup>, it will be rejected and returned to the applicant.
- b) If an application to amend an Urban Growth Area is determined to be incomplete under Section 6 above and is returneds to the applicant, unless such application is made complete and submitted by that December 1<sup>st</sup>, it may not be resubmitted until the next five-year cycle for UGA amendments.
- c) Applications for other Comprehensive Plan amendments that are rejected for filing due to being incomplete, may be resubmitted by December 1<sup>st</sup> or may be submitted during the next application period during which applications of that nature are accepted. If such an application is deemed complete but is denied, it cannot be resubmitted until the third calendar year following the date of denial.

Section 5. Comprehensive Plan Amendments Application Period.

- a) Subject to the exceptions found in RCW 36.70A.130 (2) (a) and RCW 36.70A.130 (2) (b), applications to amend the Comprehensive Plan shall only be accepted between October 1<sup>st</sup> and December 1<sup>st</sup> of any year, and all application will be considered concurrently by the Board of County Commissioners in the calendar year that follows the year in which the application is submitted.
- b) Applications to amend Urban Growth Area boundaries shall only be accepted every (5) years to be acted upon by the Board of County Commissioners every fifth year counting from the year 1998 (i.e., 2003, 2008, 2013, etc.).
- c) Notwithstanding the designated application period set forth above under Section 5(a), the Board of County Commissioners may, after appropriate public participation, adopt amendments or revisions to the Comprehensive Plan whenever an emergency exists or to resolve an appeal of the Comprehensive Plan filed with a growth management hearings board or a court. For purposes of this subsection, an emergency exists an imminent threat to life, property, public health or safety, air or water resources.

Section 7. Comprehensive Plan Amendments Incomplete Applications.

- a) If an application to amend the Comprehensive Plan is determined to be incomplete under Section 6 above and is not made complete by December 1<sup>st</sup>, it will be rejected and returned to the applicant.
- b) If an application to amend an Urban Growth Area is determined to be incomplete under Section 6 above and is returned to the applicant, unless such application is made complete and submitted by that December 1<sup>st</sup>, it shall be rejected and returned. However, such application may not be completed and resubmitted until by December 1<sup>st</sup> of the next year, otherwise it may not be resubmitted until the next five-year cycle for UGA amendments.
- c) Applications for other Comprehensive Plan amendments that are rejected for filing due to being incomplete, may be resubmitted by December 1<sup>st</sup> or may be submitted during the next application period during which applications of that nature are accepted. If such an application is deemed complete but is denied, it cannot be resubmitted until the third calendar year following the date of denial.

Formatted: Superscript

920

7-28-08

**From:** Mike Shuttleworth  
**To:** Oliver, Claude  
**Date:** Wed, Jul 9, 2008 3:35 PM  
**Subject:** Re: Fwd: request for meeting appearance

Commissioner Oliver,

I do not see any reason why Mr. Gallant could not make a presentation to the Board. I have left a phone message with Mr. Gallant to call me with times he would be available and I will work with Marilu to for a time and date for the Board's agenda.

Mike

Michael Shuttleworth  
 Benton County Planning Department  
 P.O. Box 910  
 Prosser, WA 99350  
 Tel (509) 786-5612  
 Fax (509) 786-5629

>>> Claude Oliver 7/9/2008 2:47 PM >>>

Mike:

Is there any reason we cannot schedule time before our Board of Commissioners to get more up to speed on the "Hunting Club" possibility on the Barker Ranch? If time is appropriate place request with Marilu for time and date. If time is not appropriate, please advise Mr. Gallant as to when it would be.

Thanks, Claude

Claude Oliver  
 Benton County Commissioner  
 District 3  
 P.O. Box 190  
 Prosser, WA 99350  
 Phone: (509) 736-3080 or (509) 786-5600  
 Fax: (509) 786-5625

>>> Commissioners 7/9/2008 8:08:02 AM >>>

>>> "Bart Gallant" <[hfihq@televar.com](mailto:hfihq@televar.com)> 7/8/2008 5:24 PM >>>

Dear Commissioners,

Barker Ranch, LLC of West Richland has asked the Benton County Planning Dept. to consider means by which our right to use the property as a hunting club can be secured for posterity. The planners have graciously granted interview time and serious thought over the last two years toward accomplishing that end. Barker's unique characteristics and it's role in the Lower Yakima River environment have been duly noted in the county's planning document of proposed zoning ordinances and I am grateful for that. The planners have proposed our activities be protected by inclusion in the "hunting preserve" permitted use clause of the proposed "5 acre rural lands" zoning designation . In preparation for the Board's ultimate consideration of our request I am asking for five minutes during an upcoming Commissioner's meeting to familiarize the Board with our case. I will be accompanied by Michael R. Crowder, our resident wildlife biologist and ranch manager. We look forward to the opportunity to show you what we are doing at Barker and how our continued use as a hunting club contributes to the support of this singular county asset.

RECEIVED

JUL 09 2008

BENTON COUNTY  
COMMISSIONERS

RECEIVED

JUL 09 2008

BENTON COUNTY  
COMMISSIONERS

Is an "unscheduled visitor's comment period" the appropriate moment to do this or may I request an agenda appointment ?

Many thanks,

Bart Gallant, Pres.  
Barker Ranch, LLC  
[hfihq@televar.com](mailto:hfihq@televar.com)

or

[bakerranch@verizon.net](mailto:bakerranch@verizon.net)

**CC:** Benitz, Max; Bowman, Leo; Commissioners; [hfihq@televar.com](mailto:hfihq@televar.com); SmithKely, Loretta; Sparks, David

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

# Benton County

## Department of Public Works

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

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

July 22, 2008

Board of County Commissioners  
Benton County Courthouse  
Prosser, WA 99350

RE: Piert Road Engineer's Report Public Hearing  
CE 1619 CRP

Commissioners:

The public hearing on the Engineer's Report for Piert Road was held in Finley, Washington on July 7, 2008. The meeting was continued to July 28, 2008 to allow written comments to be submitted. The participants at the hearing were instructed to submit any comments within two weeks and staff was directed to forward all comments to all who were present at the hearing.

Two comments were received from the Port of Kennewick, one from Columbia Plant Holdings, LLC and one from Theresa Mercer of Kennewick Game Farm, LLC & Northwest Gamebirds, LLC. These were sent out to all who were present at the hearing.

Columbia Plant Holdings speaks of their progress to date and supports Routes 1 – 6, 14 or 15.

Tim Arntzen, Executive Director of the Port of Kennewick wrote in support of either Route 4 or 6. If either of those options were selected, the Port Commission has indicated a willingness to partner with the County by providing funding up to several hundred thousand dollars.

Larry Peterson, Director of Planning Development for the Port of Kennewick sent an email opposing Routes 1 & 2. Both routes bisect the Greenbrier plant. In 1993, the Port received a CERB loan for the development of Greenbrier, formerly Gunderson. The grant was in the amount of \$425,000.00. Article 17 of the loan states: "In the event that the Contractor convert any such property or facility to an unapproved use, the Contractor shall pay to CERB all funds disbursed under this contract with interest in full upon demand." This appears to mean that the loan could be immediately called.

Theresa Mercer of Kennewick Game Farm, LLC & Northwest Gamebirds, LLC asked that the Board either delay making a decision, give Columbia Energy (Columbia Plant Holdings) a deadline for securing funding and if funding is not secured choose Route 7, the original route, or if funding is secured, choose a route that provides a buffer between the residents and the road.

Copies of all letters are attached.

In making your final decision, you need to remember that there are certain alignments that may require relocation assistance. If relocation assistance is required, funding for relocation assistance has not been included in the cost estimates.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Becken', written over a horizontal line.

Steven W. Becken  
Asst. Director/Asst. County Engineer



C O L U M B I A

Ethanol Plant Holdings, LLC

*Steve*

COPY

July 15, 2008

Benton County Board of Commissioners  
620 Market St  
P.O. Box 1001  
Prosser, WA 99350

SUBJECT: PIERT ROAD EXTENSION

Dear Board of Commissioners:

In recognition of the Benton County Board of Commissioners' demonstrated continued commitment to the development of the Columbia Ethanol facility in Finley, Washington, and following the Piert Road Public Hearing of July 7, 2008, and release of the Piert Road Engineers Report; Columbia Ethanol would like to take this opportunity to update the Board of the progress, merits, and continued commitment associated with the development of the Ethanol Project at the East Game Farm Road location.

As the Board is aware, the economic climate surrounding the Biofuels industry suffered a large setback over the past year. This impact was fully realized by Columbia Ethanol in July 2007 when the project investor withdrew funding from the project, causing the project construction to be temporarily placed on hold. Over the past year, Columbia Ethanol has been strengthening its business plan to ensure that at the time of re-entering the market, the project would benefit from the latest and advanced technological and strategic advantages available. To this end, Columbia Ethanol has continued to make a significant financial investment in the development of the Ethanol Project and as a result, has attracted significant interest from a number of sophisticated investment and finance institutes across the United States. Columbia Ethanol has received non-binding Letters of Intent from the financial institutes to fund the project and continues to support the project investor due-diligence studies.

Columbia Ethanol continues to progress the design of major infrastructure upgrades to the Finley area that will potentially provide opportunities for new and existing operations to expand upon. These upgrades alone, if executed, would provide the type of transportation infrastructure not yet available to industry in the Pacific Northwest.

Through adopting to route the Piert Road extension in support of the Ethanol Plant (routes 1 through 6, 14 and 15 of the Engineers Report) would not only support the development of new industry and infrastructure upgrades to the Finley area, but will provide a major injection of capital into the area during its development phase and a source for replacing lost jobs in Finley for up to 65 direct hires and 200 indirect hires during its operational phase.

1806 Terminal Drive  
Richland, WA 99354  
Phone: 509-946-7111  
Fax: 509-946-9365

COPY

Columbia Ethanol would like to thank the Board for its continued support in the development of the Finley Ethanol Plant and remains at your discretion and convenience to discuss our plans and progress in more detail.

Sincerely,



Brian Brendel  
President



*Steve*

RECEIVED

JUL 18 2008

BENTON COUNTY COMMISSIONERS	
Max	<input checked="" type="checkbox"/>
Leo	<input checked="" type="checkbox"/>
Claude	<input checked="" type="checkbox"/>
David	<input checked="" type="checkbox"/>
Loretta	<input checked="" type="checkbox"/>
Other	<i>PUSKS</i>

**Port of Kennewick**  
*Est. in 1915*

**Commissioners**

~ David Hanson ~ Gene Wagner ~ Linda Boomer ~

July 10, 2008

Claude Oliver, Chairman  
Benton County Commission  
Benton County Courthouse  
620 Market Street  
Post Office Box 1001  
Prosser, Washington 99350-0954

Re: Piert Road Realignment Project

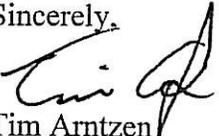
Dear Commissioner Oliver:

During the Port Commission meeting on July 8, 2008, Port staff presented the Piert Road Realignment route options to the Commission for its review. The Commission preferred route options numbers four and six because they did not impact property the Port has leased to Greenbrier (formerly Gunderson), and because those route options retain the ability for a loop rail track to be constructed in the future on the Agrium property. The Commission felt that other route options could negatively impact the Greenbrier property, affecting the seventy-five (75) jobs there and potentially impacting a CERB grant the Port received in 1993 for that project.

Because route options numbers four and six cost more than some of the others, the Port Commission indicated a willingness to partner with the County to provide funding up to several hundred thousand dollars to facilitate the construction of either of those routes options. Funding would need to be specifically approved by the Port Commission with flexibility as to timing.

The Port appreciates the level of communication you have demonstrated on this project.

Sincerely,

  
Tim Arntzen  
Executive Director

TA:sb

Steve,

u had asked for information about the CERB Loan on the Port's Twin Tracks site which would be impacted by Piert Road Alternatives #1 & #2.

Below is an email from Tana Bader-Inglima {Port's P.R. & Government Relations Director} with some of the crucial dates and dollars.

Basically the Port received a \$475,000 CERB loan in 1993 with a 20 year commitment and matched the loan with \$45,000 of Port contributions and \$325,000 of private sector funds. So \$845,000+ is impacted when considering routes #1 & #2.

Proposed routes #1 & #2 bisect the Gunderson site and most likely would lead to discontinuation of their operation at this site. Per the 1993 CERB contract this would appear to be an conversion of use [*CERB funded industrial use changed to vacant land*]and per Article 17 of the contract could lead to CERB calling in the loan plus interest. The Port is also concerned how this would be perceived by the CERB Board and if this could have negative impacts on future CERB projects. CERB has not be contacted regarding repayment of the loan.

I have not contacted Greenbrier [Gunderson Rail's parent company] about their private contribution but one could guess they would seek far more than just their 1993 investment of \$325,000 if their operation was negatively impacted by the Piert Road extension.

THANK YOU

Larry Peterson  
Director of Planning Development  
Port of Kennewick

---

**From:** Tana Bader-Inglima  
**Sent:** Friday, July 11, 2008 10:45 AM  
**To:** Larry Peterson  
**Subject:** piert road/gunderson

Larry. These are the relevant portions that I reviewed. It appears that Article #17 is the most relevant. If you want, I'll bring you the copies of these documents.

**From original application:**

\$475,000 requested from CERB  
\$45,000 Port right of way  
\$325,000 private investment (estimated capital expenditures over first 18 month period)  
Total cost of Project: \$845,000

Note: If a CERB loan is given to a jurisdiction, that jurisdiction is obligating its full faith and credit to repay the loan, regardless of the project which prompted the application for CERB funding.

**From Initial Offer of Financial Aid document:**

Subject: #c93-096  
Offer Date: July 15, 1993  
CERB funds:

Funds provided shall be in the forms described and shall constitute the maximum 20-year repayment term:

- A loan in the amount of \$475,000. Interest on the loan shall be computed and paid at the rate of zero percent (0%) per annum for twenty (20) years.
- A deferral of principal repayments for five (5) years

**Article #8 Repayment Provisions:**

Upon failure to pay any installment, or any portion thereof, of principal or interest, CERB may at its option declare the entire remaining balance of the loan, together with interest accrued thereon, immediately due and payable. Failure to exercise its option with respect to any default shall not constitute a waiver by CERB to exercise such options for any succeeding installment payment which may then be in default. The Contractor shall pay the cost and reasonable attorney's fees incurred by the State in any action undertaken to enforce its rights under this contract.

**Article #17 Restriction on Conversion of facility to other uses:**

The Contractor shall not at any time convert any property or facility acquired or developed pursuant to this agreement to uses other than those for which CERB assistance was originally approved without the prior written approval of CERB. In the event that the Contractor converts any such property or facility to an unapproved use, the Contractor shall pay to CERB all funds disbursed under this contract with interest in full upon demand.

**From an email prepared by Port of Kennewick Executive Director John Givens April 22, 2003:**

The CERB loan was a huge tool in attracting a major industrial employer (Gunderson). The current estimate is that this company pays in excess of \$100,000 yearly in annual state and local taxes. To date, the Pacific Railcar and Gunderson Northwest investment in privately owned capital facilities exceeds \$5,000,000. The current employment base at the Kennewick Plant is 71; that number will grow to 75 within the next few months.

Tana Bader Inglima | Director of Governmental Relations & Marketing  
**PORT OF KENNEWICK**  
350 Clover Island Drive | Kennewick, WA 99336

D: 509.586.8140

O: 509.586.1186

F: 509.582.7678

C: 509.948.3514

E: [tana@portofkennewick.org](mailto:tana@portofkennewick.org)

W: [www.portofkennewick.org](http://www.portofkennewick.org)

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**From:** Commissioners  
**To:** Becken, Steve; COMNRS,DS,LSK; Dunfee, Ross  
**Date:** 7/21/2008 2:23:34 PM  
**Subject:** Fwd: RE: Piert Road Extension - Written Testimony

>>> <birdcrazy@nwgamebirds.com> 7/20/2008 10:10 PM >>>  
July 20, 2008

To: Benton County Commissioners

RE: Piert Road Extension

I would like you to wait to choose the Piert Road Extension route until you know if Columbia Energy is able to obtain full funding. I believe Columbia Energy should be given a deadline and you should hold them accountable to that date. If they have not obtained full funding by that date then move ahead with the original preferred route (which is now called Alternate Route 7).

If you choose to move ahead without waiting to see if Columbia Energy obtains full funding then I believe you should choose a route that maintains a large buffer between the residential homes that will be affected by the noise and vibration of the heavy truck traffic that will use the road. The buffer should be as wide and as long as possible to maintain a distinction between the residential and industrial lands and traffic.

This buffer would also serve the same purpose should Columbia Energy build an ethanol plant on the Agrium property.

Sincerely,

Theresa Mercer

Kennewick Game Farm, LLC & Northwest Gamebirds, LLC

228812 E. Game Farm Road

Kennewick, WA 99337

10:00

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTION OF ORDINANCE NO. \_\_\_\_\_ RELATING TO POTENTIALLY DANGEROUS DOGS AND DANGEROUS DOGS; AMENDING ORDINANCE 392, SECTION 1 AND BCC 2.20.070; AMENDING ORDINANCE 234, SECTION 16 AND BCC 2.20.160; AMENDING ORDINANCE 234, SECTION 23 AND BCC 2.20.230; AMENDING ORDINANCE 234, SECTION 25 AND BCC 2.20.250; AMENDING ORDINANCE 234, SECTION 26 AND BCC 2.20.260; ORDINANCE 234, SECTION 27 AND BCC 2.20.270; AMENDING ORDINANCE 234, SECTION 35 AND BCC 2.20.350; AND AMENDING ORDINANCE 234, SECTION 37 AND BCC 2.20.370.

WHEREAS, a public hearing was advertised and held on July 28, 2008 at 10:00 AM in the Commissioners meeting room, on the third floor, of the Benton County Courthouse in Prosser, WA to consider the above mentioned amendments of a County ordinance relating to potentially dangerous dogs and dangerous dogs; and

WHEREAS, at said hearing, the Board of Benton County Commissioners provided an opportunity for testimony both for and against the proposed amendments to ordinances 392 and 234 and considered the proposed revisions to the existing ordinances; and

WHEREAS, there was no testimony in opposition to the adoption of the proposed ordinance amendments; and

WHEREAS, the Board of Benton County Commissioners is satisfied that it appears to be in the best interest of the public to adopt an ordinance to amend Ordinance 392, Section 1 and BCC 2.20.270 and Ordinance 234, Sections 16 and BCC 2.20.160; Section 23 and BCC 2.20.230; Section 25 and BCC 2.20.250; Section 26 and BCC 2.20.260; Section 27 and BCC 2.20.270; Section 35 and BCC 2.20.350; Section 37 and BCC 2.20.370; **NOW, THEREFORE**

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby adopts Ordinance No. \_\_\_\_\_; and

**BE IT FURTHER RESOLVED** that said ordinance shall take effect upon its passage and adoption.

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

Orig: File - Comnrs Office  
cc: Auditor; R. Ozuna;

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

AN ORDINANCE relating to potentially dangerous and dangerous dogs, amending Ordinance 392, Section 1 and BCC 2.20.070; amending Ordinance 234, Section 16 and BCC 2.20.160; amending Ordinance 234, Section 23 and BCC 2.20.230; amending Ordinance 234, Section 25 and BCC 2.20.250; amending Ordinance 234, Section 26 and BCC 2.20.260; Ordinance 234, Section 27 and BCC 2.20.270; amending Ordinance 234, Section 35 and BCC 2.20.350; and amending Ordinance 234, Section 37 and BCC 2.20.370.

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

SECTION 1. Ordinance 392, Section 1 and BCC 2.20.070 are hereby amended to read as follows:

POTENTIALLY DANGEROUS DOGS--IMPOUNDMENT. (a) Following service of a declaration of potentially dangerous dog, the animal control authority may seize and impound the dog pending an appeal under BCC 2.20.060 or to any other court with jurisdiction, if upon investigation it is determined by the animal control authority that probable cause exists to believe the dog in question poses an immediate threat to public safety. The owner or keeper of the dog shall be liable for the full actual costs and expenses of keeping and impounding the dog, including any fees paid by the animal control authority to third-party contractors for impounding or keeping of the dog, if the dog is later adjudicated to be a potentially dangerous dog or if the owner does not object to the declaration. Such actual costs and expenses shall be paid in full to Benton County before the owner may retrieve the dog from impound.

(b) When a dog has been impounded pursuant to subsection (a) of this section and it is not contrary to public safety, the chief animal control officer shall permit the animal to be confined at the owner's expense in an approved kennel or veterinary facility, provided, that such arrangement shall be contingent upon the owner paying all costs incurred thus far by the animal control authority, including any impound or confinement fees paid by the animal control authority to any third-party contractor. Such payment shall be paid in advance of the dog being permitted to be confined at an approved kennel or veterinary facility in lieu of continued confinement at a County-operated or contracted facility.

SECTION 2. Ordinance 234, Section 16 and BCC 2.20.160 are hereby amended to read as follows:

DANGEROUS DOGS--IMPOUNDMENT. (a) Following service of a declaration of dangerous dog, the animal control authority may seize and impound the dog pending an appeal under BCC 2.20.060 or to any other court with jurisdiction, if upon investigation it is determined by the animal control authority that probable cause exists to believe the dog in question poses an immediate threat to public safety. The owner or keeper of the dog shall be liable for the full and actual costs and expenses of keeping and impounding the dog, including any fees paid by the animal control authority to third-party contractors for impounding or keeping of the dog, if

the dog is later adjudicated to be a dangerous dog, or if the owner does not object to the declaration.

(b) When a dog has been impounded pursuant to BCC 2.20.160(a) and it is not contrary to public safety, the chief animal control officer shall permit the animal to be confined at the owner's expense in an approved kennel or veterinary facility; provided, that such arrangement shall be contingent upon the owner paying all costs incurred thus far by the animal control authority, including any impound or confinement fees paid by the animal control authority to any third-party contractor. Such payment shall be paid in advance of the dog being permitted to be confined at an approved kennel or veterinary facility in lieu of continued confinement at a County-operated or contracted facility.

SECTION 3. Ordinance 234, Section 23 and BCC 2.20.230 are hereby amended to read as follows:

FAILURE TO OBTAIN PERMIT--IMPOUNDMENT--FEES--DESTRUCTION. Any dangerous dog or potentially dangerous dog for which a permit, or renewal thereof, has not been obtained by its owner, pursuant to BCC 2.20.090 and/or BCC 2.20.190, is subject to being impounded by the animal control authority.

The owner of any potentially dangerous dog or dangerous dog so impounded shall be ((subject to an impounding fee of \$25.00 plus a \$10.00 boarding fee per day for each day such dog remains in the control of the animal control authority)) liable for the actual costs incurred by the animal control authority in impounding and boarding the dog including any fees or costs paid to third-party contractors utilized to provide services in this regard. Such costs must be paid in full to the animal control authority prior to recovering possession of the dog.

Any potentially dangerous dog or dangerous dog impounded due to the failure of the owner of such dog to obtain the required permit, or renewal thereof, and which remains impounded for a period of at least three (3) days, subject to the ten (10) day appeal process in BCC 2.20.060 and BCC 2.20.150, due to the failure of the owner to obtain such permit, or renewal thereof, may be destroyed in an expeditious and humane manner by the animal control authority. The owner shall be assessed ((a civil penalty in the amount of \$50.00 ~~per~~)) the full actual cost of destroying such dog. Such civil penalty is subject to collection in any manner allowed by law.

SECTION 4. Ordinance 234, Section 25 and BCC 2.20.250 are hereby amended to read as follows:

DANGEROUS DOGS--CONFISCATION--DESTRUCTION--VIOLATIONS--FEES--CIVIL PENALTY. Any dangerous dog shall be immediately confiscated by an animal control authority if the:

- (a) owner has not validly obtained a permit for the dog under BCC 2.20.170;
- (b) owner does not secure either a surety bond or the liability insurance coverage required under BCC 2.20.170;
- (c) dog is not maintained in a proper enclosure;

(d) dog is outside of the dwelling of the owner, or outside of the proper enclosure and not under physical restraint of the responsible person.

(e) In addition, the owner shall be guilty of a gross misdemeanor pursuant to RCW 16.08.100(1) for noncompliance with this section.

(f) The owner of any dog confiscated under this section may recover such dog from the animal control authority upon the payment of a civil penalty in the amount of five hundred dollars (~~(\$500.00)~~) (\$500.00), ~~((an impounding fee of \$25.00, a \$10.00 boarding fee per day for each day said dog has been in the control of the animal control authority))~~ and upon reimbursing the animal control authority for all its expenses incurred thus far, including any fees and costs paid to third-party contractors contracted to provide services in this regard; provided, however, that in the event the owner has not picked up the dangerous dog within three (3) days of being notified by the animal control authority that such dog is under the control of such authority, the dog shall be destroyed in an expeditious and humane manner and the owner shall be assessed an additional civil penalty in the amount of ((~~\$50.00~~ ~~fee~~)) the ~~((cost))~~ costs incurred by the animal control authority ((ef)) for the ((destroying)) destruction of such ((dangerous dog)) animal.

SECTION 5. Ordinance 234, Section 26 and BCC 2.20.260 are hereby amended to read as follows:

DANGEROUS DOG--ATTACKS--CONFISCATION--DESTRUCTION--VIOLATIONS AND PENALTIES. If a dangerous dog of an owner with a prior conviction under this chapter attacks or bites a person or another domestic animal, the dog's owner is guilty of a class C felony punishable pursuant to RCW 16.08.100(2). In addition, the dangerous dog shall be immediately confiscated by the animal control authority, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

The owner of any dangerous dog confiscated and destroyed pursuant to this section shall be assessed ~~((an impounding fee of \$25.00, a \$10.00 boarding fee per day for each day such dangerous dog is quarantined with the animal control authority, and))~~ a civil penalty ~~((in the amount of \$50.00 for the cost))~~ consisting of all costs incurred by the animal control authority for the seizure, impounding, boarding and destroying of such dangerous dog. Such civil penalty shall be subject to collection in any manner permitted by law.

SECTION 6. Ordinance 234, Section 27 and BCC 2.20.270 are hereby amended to read as follows:

INJURY OR DEATH--CONFISCATION--DESTRUCTION--VIOLATIONS AND PENALTIES. The owner of any dog that aggressively attacks and causes severe injury or death of any human, regardless of whether there has been any previous determination of whether such dog is potentially dangerous or dangerous, shall be guilty of a class C felony punishable pursuant to RCW 16.08.100(3).

In addition, the dog shall be immediately confiscated by the animal control authority, placed in quarantine for the proper length of time, and thereafter destroyed in an expeditious and humane manner.

The owner of any dangerous dog confiscated and destroyed pursuant to this section shall be assessed ~~((an impounding fee of \$25.00, a \$10.00 boarding fee per day for each day such dangerous dog is quarantined with the animal control authority, and))~~ a civil penalty ~~((in the amount of \$50.00))~~ consisting ((for the cost)) of all costs incurred by the animal control authority for the seizure, impounding, boarding and ((ef)) destroying of such dangerous dog. Such civil penalty shall be subject to collection in any manner permitted by law.

SECTION 7. Ordinance 234, Section 35 and BCC 2.20.350 are hereby amended to read as follows:

DESTRUCTION PENDING RESOLUTION OF HEARINGS--ADDITIONAL COSTS. Where an owner has requested a hearing pursuant to BCC 2.20.320 no potentially dangerous dog or dangerous dog which is in the possession of the animal control authority shall be destroyed until the resolution of such hearing; provided, however, that an additional cost in the amount of ((~~\$10.00 per day~~)) the actual per-day cost to the animal control authority for boarding such dog, including any cost of paying a third-party contractor for services, shall be assessed against any owner whose dog remains in the custody of the animal control authority during such hearings and where resolution of such hearing is that all or any part of the civil penalty against such owner is found to be properly assessed.

SECTION 8. Ordinance 234, Section 37 and BCC 2.20.370 are hereby amended to read as follows:

DESTRUCTION UPON RESOLUTION OF HEARING--ADDITIONAL CIVIL PENALTY. Any dangerous dog or potentially dangerous dog which has not been picked up from the animal control authority by its owner within three (3) days of the final resolution of any hearing regarding any civil penalties under this chapter shall be destroyed in an expeditious and humane manner; provided, however, that an additional civil penalty in the amount of ((~~\$50.00~~)) the actual costs incurred by the animal control authority for impounding, boarding, and ((the cost of)) destroying such dog shall be assessed against the owner, and may be collected ((as provided in BCC 2.20.310 and BCC 2.20.360)) in any manner provided by law.

SECTION 9. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

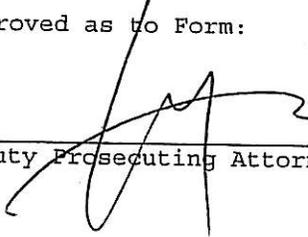
Ordinance No. \_\_\_\_\_  
Continued  
Page 5

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

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

Approved as to Form:

Constituting the Board of  
County Commissioners of  
Benton County, Washington

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

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

10:10

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:  
AUTHORIZING THE DISSOLUTION OF COUNTRY VIEW WATER AND SEWER  
DISTRICT LOCATED IN BENTON COUNTY AS AN INACTIVE SPECIAL PURPOSE  
DISTRICT**

**WHEREAS**, Chapter 57.04 RCW provides for the formation and dissolution of water-sewer districts by consent of the county legislative authorities in Washington State; and

**WHEREAS**, per Resolution 79-637, Poplar Heights Sewer District ("the District") was formed by order of the Board of County Commissioners; and

**WHEREAS**, per Resolution 98-529 the District changed its name to Country View Water and Sewer District by order of the Board of County Commissioners; and

**WHEREAS**, the Benton County Treasurer, pursuant to RCW 57.20.135, notified the Benton County Auditor on May 16, 2008 that the District may not function as their own treasurer without first obtaining the approval of the County Treasurer and as there had been no such request and no treasury activity, that the District be removed from active status; and

**WHEREAS**, the Benton County Auditor, pursuant to RCW 36.96.020, notified the Board of County Commissioners on May 22, 2008 that the District appeared to be inactive; and

**WHEREAS**, the Board of County Commissioners held a public hearing to determine the District's "inactive" status on July 28, 2008 at 10:10 a.m.; and

**WHEREAS**, the Board found and determined that dissolution of the District is in the public interest because it has not carried out any of the special purposes for which it was formed within the preceding consecutive five-year period. Further, dissolution will eliminate the County's liability for the District's finances; **NOW, THEREFORE,**

**BE IT RESOLVED** by the Board of County Commissioners of Benton County that Country View Water and Sewer District be dissolved; and

**BE IT FURTHER RESOLVED**, the Board hereby authorizes the Chairman of the Board to sign the ordinance 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

Return to: Commissioners  
P.O. Box 190  
Prosser, WA 99350

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

**An Ordinance of the Benton County Board of Commissioners  
Dissolving the Inactive Country View Water and Sewer District.**

**WHEREAS**, Chapter 57.04 RCW provides for the formation and dissolution of water-sewer districts by consent of the county legislative authorities in Washington State; and

**WHEREAS**, per Resolution 79-637, Poplar Heights Sewer District ("the District") was formed by order of the Board of County Commissioners; and

**WHEREAS**, per Resolution 98-529, the District changed its name to Country View Water and Sewer District by order of the Board of County Commissioners; and

**WHEREAS**, the Benton County Treasurer, pursuant to RCW 57.20.135, notified the Benton County Auditor on May 16, 2008 that the District may not function as their own treasurer without first obtaining the approval of the County Treasurer and as there had been no such request and no treasury activity, that the District be removed from active status; and

**WHEREAS**, the Benton County Auditor, pursuant to RCW 36.96.020, notified the Board of County Commissioners on May 22, 2008 that the District appeared to be inactive; and

**WHEREAS**, the Board of County Commissioners held a public hearing to determine the District's "inactive" status on July 28, 2008 at 10:10 a.m.; and

**WHEREAS**, the Board found and determined that dissolution of the District is in the public interest because it has not carried out any of the special purpose for which it was formed within the preceding consecutive five-year period. Further, dissolution will eliminate the county's liability for the District's finances; and

**WHEREAS**, Chapter 36.96 RCW requires the county legislative authority make written findings regarding the criteria below and adopt an ordinance dissolving such a district:

a. Upon notice from the Auditor regarding inactivity of a district, public hearings shall be held to determine whether the district meets the criteria of being inactive.

b. "Inactive" means the district has not carried out its purposes or functions for the preceding consecutive five-year period, or no election for the membership of the governing body was held within the preceding consecutive seven-year period.

c. The county legislative authority shall also make findings why it is in the public interest for the district to be dissolved; **NOW THEREFORE**,

**BE IT ORDAINED by the Board of Commissioners of Benton County:**

Section 1. The Board of Commissioners conducted two public hearings on the dissolution of this district pursuant to RCW 36.96.030.

Section 2. The Benton County Auditor provided written notice to the Board of Commissioners that the District has not filed any annual reports regarding its purposes or functions for over five preceding years and the District has not obtained approval from the Benton County Treasurer to function as its own treasurer pursuant to RCW 57.20.135. The Commissioners find these facts indicate the Country View Water and Sewer District is "inactive" pursuant to RCW 36.96.010 (3).

Section 3. The Commissioners find that the dissolution of the District is in the public interest since it no longer serves the public purpose for which it was formed.

Section 4. The Country View Water and Sewer District is hereby dissolved.

Section 5. The Clerk of the Board of Commissioners is directed to provide a copy of this Ordinance to the County Treasurer as required by RCW 36.96.040.

Section 6. The Clerk of the Board of Commissioners is also directed to provide a copy of this Ordinance to the Washington State Auditor.

**BE IT FURTHER RESOLVED** by the Board of County Commissioners of Benton County that the effective date of this dissolution shall go into effect immediately after its passage, approval and publication in accordance with law.

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

ATTEST:

**BENTON COUNTY  
BOARD OF COMMISSIONERS**  
Benton County, Washington

\_\_\_\_\_  
**Cami McKenzie**  
Clerk of the Board

\_\_\_\_\_  
**Claude Oliver**  
Chairman

Dates of Publication of  
Notice of Public Hearing: 7-13; 7-20; and 7-27-08

Effective Date of Ordinance: 7-28-08

10:15

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
<b>Meeting Date: 28 Jul 2008</b> <b>Subject: South County Study</b> <b>Memo Date: 23 Jul 2008</b> <b>Prepared By: AJF</b> <b>Reviewed By: LSK</b>	<b>Execute Contract</b> <b>Pass Resolution</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	<b>Consent Agenda</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>
	<b>X</b>	<b>X</b>

**SUMMARY**

Commissioners will receive copies of the final South County Feasibility Study and Needs Assessment that was completed earlier this month. The consultant will present the product in a 45-minute workshop session.

**ACKNOWLEDGMENTS**

The Study would not have been possible without the assistance received from the Washington State Department of Community, Trade, and Economic Development (CTED). Our local representative, Robert Sandoval, was instrumental in supporting the project and helping me get us plugged into the "Rural Opportunities Fund" section of grants that provided us \$25,000 for the project. Olympia-based CTED staff were also very helpful with the paperwork given our tight schedule.

Thanks also to Phil Mees and Susan Walker in the Planning Department for their help with the scoping and preparing the Study; and to Mary Phillips in GIS for assisting the consulting team with maps and spatial data. Again, we were on an extremely compressed timeline for this project and timely assistance was critical to our being able to complete the project within CTED's work window.

**BACKGROUND**

We received grant assistance from CTED to do a baseline study of southern Benton County in regards to economic opportunities and community needs. With so much of the usual focus being on the Tri-Cities area, we wanted to turn some attention to this large, rural part of the County (more than one-third of our land area).

The whole "South County" was examined, but the emphasis was around the Plymouth area, where most of the population is concentrated, a preponderance of the agricultural and industrial uses are centered, and where the most transportation links are located.

Several issues and questions were addressed... What did residents want their communities to look like in the next 10 and 20 years? How did they want to see economic, amenity, and population growth happen, if they wanted to see it happen at all? What kinds of investors and businesses have looked at locating operations in southern Benton County in the past, and why did they choose or not choose to eventually locate there? What kinds of enterprises is the area best suited for – is the answer the obvious, usual suspects, or are there other opportunities no one has thought about? What kinds of amenities and infrastructural upgrades would improve livability and make the area more attractive for residents and business alike? And so on.

## **PROCESS**

We had four responses to a request for proposals, and a review team of AJ Fyall, P Mees, S Walker, and R Sandoval unanimously recommended the team led by Columbia Planning and Design (CPD) of Hood River, Oregon to Commissioners for contracted consulting services. The Board approved the contract with CPD, a small firm with a lot of experience in the Lower Columbia corridor with smaller, river communities not unlike what we have in the South County.

CPD made several driving tours within the region, and conducted extensive one-on-one interviews with residents, corporate officers, and agency representatives, gaining a variety of representatives. County staff assisted CPD with getting contact information for telephone interviews and mailings. CPD can elaborate more on this in their presentation.

A public meeting was held in Plymouth, which was well attended by over 40 residents from both the Plymouth and Paterson areas. Extensive comment was provided and excellent discussion persisted over two hours. A previous staff memo details this event further.

The consulting team coalesced a draft report, which staff was able to comment on. Because of the timeline, a lengthy, iterative review process was not possible; but we all feel that the report is well put-together. The County was required to get at least a "nearly final" draft to CTED by June 30th in order to receive 100% of the grant reimbursement, and this was done. Final polish was put on the document in early July.

## **DELIVERABLES**

- Presentation of the Study and results to Commissioners by the consulting team;
- 5 bound copies of the final document (more will be made to transmit to community partners);
- CD with PDF and Word versions of the Study for electronic use, including website access.

## **FISCAL IMPACT**

The total project cost was \$34,994.00. Of this, \$25,000.00 was paid from a grant from CTED. The check in this amount has already been received from the State and deposited.

## **CONCLUSION**

It was a pleasure working with Mr. Keillor on this project, as well as Todd Chase and Ken Valentine who assisted with key components of the report. We were challenged with less than 60 days to start and finish the project, but everyone stepped-up to get it done. We have gathered a lot of information about the economic conditions in the six-county region and in southern Benton County in particular; and have also been able to gain valuable input from residents about their community to fuse that economic information with. All of this paints a picture of current conditions and future opportunities, and will hopefully help the County, the Ports, the Corps of Engineers, corporate partners, and residents and landowners to prioritize and target improvements and projects throughout the South County that will manifest sustainability and improve everyone's quality of life

# # #



RECEIVED

JUL 24 2008

BENTON COUNTY  
COMMISSIONERS

# **South Benton County Feasibility and Needs Assessment**

**Prepared for:  
Benton County**

**Prepared by:  
Columbia Planning+Design, LLC  
In association with:  
Harper Houf Peterson Righellis, Inc.**

**June, 2008**

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
<b>Meeting Date: 28 Jul 2008</b> <b>Subject: Animal Control</b> <b>Memo Date: 24 Jul 2008</b> <b>Prepared By: AJF</b> <b>Reviewed By: LSK</b>	<b>Execute Contract</b> <b>Pass Resolution</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	<b>Consent Agenda</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>
	X	X

11:00

**SUMMARY**

I have been working with Ryan Brown to craft a draft animal control ordinance for Commissioner review. At the workshop, we seek feedback from the Board on this document, and further direction as to how to proceed from here.

**BACKGROUND**

At the June 16th Board meeting, Commissioners gave direction to continue work on three tracks of "animal control" – draft a potential ordinance for further review; continue discussions with West Richland about future facility, equipment, and manpower needs; and continuing to keep the big picture in-mind in regards to the role of rescue groups, spay-neuter operations, etc.

Most of the focus since that time has been on a draft ordinance, because it is the ordinance that will define the level of service the County requires going forward. Stated another way, it is difficult to have detailed discussions with West Richland about facility needs if we cannot define for those discussions what we want or expect.

The City of West Richland provided us with their existing ordinance, which we pared-down, reworked, and revised. We began with their document because it made sense to use as a template, the ordinance from jurisdiction with which we assume we will be partnering if the County stays on this course. With the information we have had from the Board, the former "animal control task force", and from further consultation with the City; staff took our best shot at giving Commissioners an initial target to throw darts at. Our question is, is this what you want?

On the other matters, I am aware that West Richland has targeted some properties on the west end of the City as possible locations for a new facility. They have also done research on other facilities and have crunched-down some basic numbers regarding staffing, equipment, materials, etc. Again, a lot of this is hard to define until we can better measure where the County does or does not fit into the equation. West Richland is anxious to move forward, however, as there is pressure to relocate from the current small facility on the Bombing Range Plateau. In regards to working with other groups in the community, I think there is great opportunity for this, and I believe the City feels likewise, but again, we think that is a step or two down the road in this process.

*continued on reverse...*

## MAJOR ISSUES

Here are some of the major issues that need to be addressed. Many of these we have handled in the draft ordinance, some others still need to be resolved:

**Animal Scope** – the draft ordinance applies only to dogs.

**Geographic Scope** – the draft ordinance applies to the entire unincorporated County.

**What is "Animal Control"** – per this draft ordinance applies to "dogs at large" (defined in document) which are considered a nuisance and are therefore subject to impound.

**Licensing** – the draft ordinance does not call for any form of pet licensing.

**Euthanasia** – the draft ordinance calls for destruction of dogs to be done humanely and leaves this at the responsibility of the poundmaster/animal control authority.

**Infraction & Restitution** – is addressed in SECTION 10 of the draft ordinance. It is drafted as a civil infraction, and our draft mirrors much of the existing West Richland ordinance.

**Citation Authority** – This question has not been completely resolved, but is not really a matter for the ordinance in the opinion of staff. The three big cities, in their relationship with Tri-Cities Animal Control, each have "limited commissions" for animal control officers who complete the proper training. This gives the animal control officers the authority to impound dogs within the cities and to cite the civil infractions defined in the ordinance. The position is analogous to a code enforcement officer. The City of West Richland has said this would be the relationship that would work best between the County and the City. Staff is bringing the Sheriff's Office into this discussion.

We tried to draft an ordinance that we felt best reflected what is reasonable and practical for the County and that would best mirror where we think the Board is on this issue. We look forward to Commissioner feedback and further, specific direction. I am aware that West Richland is at a bit of a crossroads where they need to start making some decisions about the future of their program, and it would be good for them to know what path the County is on.

# # #

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

AN ORDINANCE relating to dog control, adding a new chapter to Title 2 of the Benton County Code.

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

SECTION 1. There is hereby added a new chapter to Title 2 of the Benton County Code which shall be entitled, "DOG CONTROL."

SECTION 2. There is hereby added a new section to such chapter which shall read as follows:

DEFINITIONS. (a) As used in this chapter, unless the context indicates otherwise, the following words or phrases shall have the following meanings:

- (1) "Animal control authority" means any local governmental unit designated by the County to enforce the provisions of this chapter.
- (2) "At heel" shall be those circumstances when a dog is positioned and controlled in such a manner so as to remain within a distance of two (2) feet from its owner or other competent person having charge of such dog.
- (3) "At large" means off the premises of the owner of the dog unless such dog:
  - (A) is attached to a leash or a chain of sufficient strength to restrain the dog, and not more than eight (8) feet in length, when said leash or chain is held by a person competent to restrain and control the dog off the owner's premises;
  - (B) is properly restrained within a motor vehicle or housed in a veterinary hospital; or
  - (C) is accompanied by and at heel beside the owner or competent responsible person.
- (4) "County" means Benton County, Washington.
- (5) "County animal shelter" means an animal shelter designated by the County to receive and hold impounded dogs under this chapter.
- (6) "Competent person" means any person who, by reason of age and physical ability and/or training, is capable of maintaining control of a dog to the extent required by this chapter.
- (7) "Dog" means and includes female, spayed female, male and neutered male dogs.
- (8) "Health officer" includes any person designated as such by the Benton-Franklin District Health Department, or any other person designated as such by the County.

(9) "Microchip implant" means an identifying integrated circuit placed under the skin of a dog.

(10) "Owner" means any person, group of persons, firm, association or corporation owning, possessing, keeping, harboring or having control or custody of a dog.

(11) "Person" includes any person, partnership, corporation, trust or association of persons.

(12) "Veterinary hospital" means a public establishment regularly maintained and operated by a licensed veterinarian for the diagnosis and treatment of disease and injury to animals.

(13) "Pound master" refers to any person employed by, or under contract with, the County to care for and dispose of strays or other animals confined under this chapter.

(b) All other words and phrases used in this chapter will have their commonly accepted meaning.

(c) Whenever a type or breed of animal is described in this chapter, it includes any hybrid, cross breed or mixed breed of such animal to any degree that the type or breed can be identified by either the animal's appearance, behavior or pedigree.

SECTION 3. There is hereby added a new section to such chapter which shall read as follows:

**DOGS AT LARGE.** It is unlawful for the owner of any dog to allow, suffer or permit such dog to be at large and within unincorporated Benton County. Any dog at large and within unincorporated Benton County is a nuisance. Any dog which is at large and within unincorporated Benton County may be impounded by the animal control authority.

SECTION 4. There is hereby added a new section to such chapter which shall read as follows:

**SETTING AT LARGE PROHIBITED.** It is unlawful for any person, except the owner or his or her duly authorized agent, to willfully open any door or gate on any private premises or unleash any dog for the purpose of enticing or enabling any dog to leave such private premises.

SECTION 5. There is hereby added a new section to such chapter which shall read as follows:

**NOTICE OF IMPOUNDING--PROCEDURES.** Upon seizing and impounding any dog, the animal control authority shall give notice of such impounding in substantially the following manner.

(a) If the dog is wearing a tag identifying its owner, if the dog is implanted with a microchip implant detected by a scanner used by the animal control authority or if the identify of the owner is otherwise known to the animal control authority, then, as soon as reasonably practicable after the dog is impounded, the animal control authority shall notify the owner, by telephone or by

leaving a written notice at the owner's residence, or the contact veterinary hospital that implanted the microchip, that the dog has been impounded and may be redeemed as provided in this chapter.

SECTION 6. There is hereby added a new section to such chapter which shall read as follows:

REDEMPTION OF IMPOUNDED DOGS. (a) Any impounded dog may be redeemed by the owner, or authorized representative of the owner, by payment to the animal control authority of an impounding fee, said fee to be established by resolution of the Board of County Commissioners. In addition, the redeeming owner, or authorized representative of the owner, shall first pay a daily boarding fee established by resolution of the Board of County Commissioners for each calendar day or portion thereof that the dog has been confined, and also the cost, if any, of treating an injured dog.

(b) Proof of an unexpired rabies vaccination must also be produced before a dog is released from impound.

(c) Upon receiving all fees due, the animal control authority shall execute a receipt in duplicate. The original shall be delivered to the person redeeming the dog and a copy, upon which such person shall acknowledge delivery of the dog, shall be retained by the animal control authority.

SECTION 7. There is hereby added a new section to such chapter which shall read as follows:

UNCLAIMED DOGS--DISPOSITION. Except as set forth in Section 8 below, if an impounded dog is not claimed and redeemed within seventy-two (72) hours of impoundment, then, at the discretion of the animal control authority, such dog may be adopted out or humanely destroyed.

SECTION 8. There is hereby added a new section to such chapter which shall read as follows:

MICROCHIP IMPLANTED DOGS--DISPOSITION. If an impounded dog bearing a detected microchip implant is not claimed or redeemed within ten (10) days of the date of impoundment, then it may be adopted out or humanely destroyed by the animal control authority.

SECTION 9. There is hereby added a new section to such chapter which shall read as follows:

DESTRUCTION OF DOGS. (a) Any dog which is not redeemed by the owner and not adopted out by the animal control authority or pound master may be humanely destroyed and properly disposed of by the animal control authority or pound master. The destruction of all dogs shall be done in a humane manner.

(b) In the event of an emergency endangering the health or safety of any person where seizure and impoundment of a dog is deemed inadvisable or impractical, or for humane considerations, the animal control authority at its discretion may summarily destroy the dog involved.

SECTION 10. There is hereby added a new section to such chapter which shall read as follows:

VIOLATIONS--PENALTIES. (a) Except as set forth in Section 11, the violation of any provision of this chapter shall be a civil infraction. Each violation shall be subject to a penalty in the amount listed below plus any court costs assessed by the Benton County District Court.

(1) First violation by any owner or co-owner of a dog - thirty dollars (\$30.00)

(2) Second violation by any owner or co-owner of a dog - fifty dollars (\$50.00)

(3) Third violation by any owner or co-owner of a dog - seventy-five dollars (\$75.00)

(4) Any additional violations by any owner or co-owner of a dog - one hundred dollars (\$100.00)

(b) Each person is guilty of a separate offense for each and every violation of any provision of this chapter.

SECTION 11. There is hereby added a new section to such chapter which shall read as follows:

IDENTIFICATION-REFUSAL-PENALTY. Any person requested to identify himself or herself to the animal control authority pursuant to an investigation of an infraction under this chapter, has a duty to identify himself or herself, give his or her current address, and sign an acknowledgement of receipt of the notice of infraction. Failure to so identify himself or herself and/or to sign an acknowledgement of receipt of the notice of infraction shall constitute a misdemeanor punishable by a fine of not to exceed five hundred dollars (\$500.00) or by imprisonment for not more than ninety (90) days or by both such fine and imprisonment.

SECTION 12. SEVERABILITY. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 13. EFFECTIVE DATE. This ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

Ordinance No. \_\_\_\_\_  
Continued  
Page 5

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

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

Approved as to Form:

Constituting the Board of  
County Commissioners of  
Benton County, Washington

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

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

11:20

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 28 Jul 2008	Execute Contract	Consent Agenda
Subject: Ecology letter	Pass Resolution	Public Hearing
Memo Date: 23 Jul 2008	Pass Ordinance	1st Discussion
Prepared By: AJF	Pass Motion X	2nd Discussion X
Reviewed By: LSK	Other	Other

**SUMMARY, BACKGROUND, & ACTION**

The proposed action is to send a letter of initial comment to the Washington Department of Ecology regarding their recent undertaking. The draft letter is the **white attachment**.

In March, Benton County provided extensive comment on the "Yakima River Basin Water Storage Feasibility Study – Draft Planning Report and Environmental Impact Statement". That letter is the **pink attachment**. That project was a joint US Bureau of Reclamation and Ecology project, with Reclamation as the lead.

Given the immense nature of proposed actions, and apparently the comment received, Ecology has made a "Determination of Significance" (DS) under the State Environmental Policy Act, and have decided that they are going to undertake an additional "supplemental draft environmental impact statement" ("SDEIS"). Ecology will be the lead agency for the SDEIS. The notice for the DS and the SDEIS with further detail on the matter is the **green attachment**.

As you will see in the DS notice, the public is offered a chance to comment on this determination and proposed action. I have worked with Commissioner Benitz to draft some initial feedback. Notably, that our original March 31st letter remains our primary comment on the subject; that activities, workshops, and other forms of public outreach need to occur across and throughout the Basin – not just in Yakima; and that if Ecology wants to dig deeper into the environmental issues regarding water quantity options, they need to be sure to include the Yakima Basin Fish and Wildlife Recovery Board in that process and use the widely-accepted fisheries work of Dr. Jack Stanford, rather than re-invent the wheel.

Any comment offered must be submitted by July 30th.

# # #

28 July 2008

Derek Sandison, Central Region Director  
Washington Department of Ecology  
15 West Yakima Avenue – Suite 200  
Yakima, Washington 98902-3452

**Re: Yakima River Basin DS and SDEIS**

Dear Mr. Sandison,

Benton County is in receipt of the recent "Determination of Significance and Request for Comments on Scope of Supplemental Draft Environmental Impact Statement for the Yakima River Basin Water Storage Feasibility Study" ("DS" and "SDEIS"), as prepared by the Washington Department of Ecology ("Ecology"). Thank you for the opportunity to provide feedback.

As you are aware, Benton County provided extensive comment on the original Storage Study this past spring, and our March 31 letter is attached hereto for your convenience. That comment still stands as our position on the Study in specific, and on future storage options in the Yakima Basin in general. In addition, we do have a few comments on the new DNS document you have provided.

In the "Fish Passage" section of the DS/scoping notice, improvements at the "big five" storage reservoirs in the Upper Basin and in several of the major Upper and mid-Basin tributaries are prominently featured as possible projects. We suggest that Ecology look comprehensively at the river system, taking significant account of the seven major issue findings identified by the team led by Dr. Jack Stanford in their 2002 "Reaches Project" report that attempts to square "normative river flows" with human needs:

1. Ground-surface water interactions in major floodplains;
2. Localized temperature regimes – mainstem and tributaries;
3. Distribution and concentration of food sources in off-channel habitats;
4. Flood plain integrity, vis-à-vis dewatering, erosion, and sediment supply;
5. Restoration opportunities that are realistic and meaningful;
6. Evaluate existing points of diversion;
7. System-wide re-examination of river management, including but not limited to the "flip-flop" flow scheme, and Columbia-Yakima pump-exchange opportunities.

In your DS you mention some of the "preliminary issues" to be considered for their effects on surface and groundwater. Among these issues is "land use", which is ambiguous in the context of this document but gets our attention. Benton County would just like to remind Ecology that issues of land use planning, designation, and zoning are the jurisdiction of the local governments and not of the State.

In addition, the "habitat enhancements" section of the DS also got our attention. Once again, at least in these early stages, there appears to be a complete disconnect from the Lower Basin in Ecology's eyes when it comes to enhancements. In the list of tributary and mainstem enhancements cited in the DS, nothing downstream of Toppenish Creek is mentioned. This means, according to this initial document at least, almost 50 miles of the Yakima River are completely ignored when it comes to the evaluation of possible river and flood plain improvement projects. As we often say here in the Lower Basin, "we see ALL of the migrating fish at least twice"; yet we are consistently and systematically put in the background by the planning, funding, and regulating entities when it comes to on-the-ground water quality, water quantity, and habitat enhancements.

In this same vein, we cannot help but notice that two scoping meetings for the SDEIS are to be held – both in Yakima. While Yakima may be the geographic center of the Basin, the Tri-Cities is the largest population center, and we are again disappointed to see that if two meetings are to be held, one of those is not in Richland or Kennewick, or at least in Prosser.

With these initial thoughts noted, we look forward to seeing what new alternatives and analysis Ecology has in mind. We hope that the SDEIS process will be focused and efficient, and not a long-winded bureaucratic adventure that consumes unnecessary time and funding resources, because we need to start investing those resources on the ground. We also trust that you will be coordinating your study with the extensive work done already over much of the past decade by the Yakima Basin Fish and Wildlife Recovery Board. Thank you again, and we look forward to working with you on the study.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

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Claude Oliver, Chairman

cc: Board of County Commissioners – Kittitas County  
Board of County Commissioners – Klickitat County  
Board of County Commissioners – Yakima County  
Jeff Tayer, Director (Region Three) – WDFW  
Alex Conley, Executive Director, YBFWRB  
Chuck Klarich, YBSA

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

## Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Finance Manager

31 March 2008

David Kaumhaimer, Environmental Program Manager  
United States Bureau of Reclamation – Upper Columbia Area Office  
1917 Marsh Road  
Yakima, Washington 98901-2058

### Re: Yakima River Basin Water Storage Feasibility Study – Draft Planning Report and EIS

Dear Mr. Kaumhaimer:

Benton County appreciates the work by the US Bureau of Reclamation (Reclamation) and the Washington Department of Ecology (Ecology) in producing the *Yakima River Basin Water Storage Feasibility Study – Draft Planning Report and Environmental Impact Statement (Study)* recently issued by your offices. We thank you for the opportunity to review and comment on this report.

Reclamation oversees substantial water storage and conveyance infrastructure that was built as part of the "Yakima Project" during the first third of the 20th Century. However, while the Project's facilities ceased to expand after 1933 (Cle Elum Lake); agriculture, industry, and communities have continued to grow. The Yakima Project's capacity to meet all water needs has been surpassed; and growth and accelerating drought cycles are combining to put strains on the system that the region can no longer absorb the way it could in previous decades. As such, Benton County's primary goal is development of a comprehensive, regionally-supported program of storage and non-storage measures that assure a reliable Yakima River Basin water supply for current and future needs. We have been consistent and forceful in pursuing this goal for many years.

In support of this goal, Benton County has been at the forefront of efforts to stabilize and improve reserve water supplies in the Yakima Basin to provide more dependable instream flows in the Yakima River, and to better insulate the agricultural and industrial economies of the Basin from the severe adverse impacts of cyclical drought. The County has provided leadership through action and funding in support of these efforts; particularly in the areas of systems improvements, conservation, and enhanced storage capacity. Specifically, Benton County has and continues to support water projects in areas such as:

- Increased storage capacity in existing reservoirs;
- Creating new, off-stream storage capacity;
- Implementing "aquifer storage and retrieval" where viable;

- Moving points of diversion (such as "pump exchange" projects);
- Inter-basin (Columbia to Yakima) water transfers where viable and appropriate.

Federal, state and local entities have long recognized that the YRBWEP is the framework for a comprehensive "fix" of the water resource related problems of the Yakima River basin.

### **Yakima River Basin Water Enhancement Project**

Recognizing both the need to respond to the impacts of cyclical drought, and the Yakima Basin's promise for significant salmon recovery efforts, Congress authorized and appropriated funding for the "Yakima River Basin Water Enhancement Project" (YRBWEP) in 1979. Since its inception, programs derived from YRBWEP have substantially improved water conservation, fish passage, and water quality throughout the Basin.

Benton County has long been a supporter of YRBWEP, and the progressive, effective actions associated with it. YRBWEP has a multi-decade track record of producing positive results in the Basin, based on the following six goals:

- Protect, mitigate, and enhance fish and wildlife through improved instream flows; improved water quality, protection, creation and enhancement of wetlands; and by other appropriate means of habitat improvement (target flows were established at Parker and Prosser and "biologically – based" flows were to be evaluated for future adoption);
- Improve the reliability of water supply for irrigation;
- Authorize a Yakima River basin water conservation program that will improve the efficiency of water delivery and use; enhance basin water supplies; improve water quality, protect, create and enhance wetlands, and determine the amount of basin water needs that can be met by water conservation measures;
- Realize water savings from the Yakima River Basin Water Conservation Program in the first eight years of the program in amounts specified in the Act.
- Encourage voluntary transactions among public and private entities which result in the implementation of water conservation measures, practices, and facilities; and
- Provide for the implementation by the Yakama Indian Nation at its sole discretion of an irrigation demonstration project on the Yakama Indian Reservation using water savings from system improvements to the Wapato Irrigation Project, and a Toppenish Creek corridor enhancement project.

The YRBWEP is being implemented in phases: Phase One – improved fish screens at major diversion intakes (completed); Phase Two – water conservation, water acquisition, and water quality improvement (ongoing); and Phase Three – evaluation of new storage alternatives (ongoing).

## The Storage Feasibility Study and Draft Planning Report / EIS

Through its process of creating the Study, Reclamation developed three guiding goals:

- Improve anadromous fish habitat by restoring the flow regimes of the Yakima and Naches Rivers to more closely resemble the natural hydrograph. Through a collaborative process with the Storage Study Technical Work Group (SSTWG) Reclamation developed nonbinding flow objectives to assist in measuring goal achievement.
- Improve the water supply for proratable (junior) irrigation entities by providing a not less than 70-percent irrigation water supply for irrigation districts during dry years relying on diversions subject to proration. This 70-percent goal equates to 896,000 acre-feet of proratable entitlements.
- Meet future municipal water supply needs by maintaining a full municipal water supply for existing users and providing additional surface water supply of 82,000 acre-feet for population growth to the year 2050.

As stated, these goals are used to measure and compare the relative accomplishments of the alternative water supply projects evaluated in the Study. The "measurement" is of concern to Benton County for the following reasons:

With respect to the first goal..... Reclamation and the SSTWG developed a table of desired flows for five Yakima River reaches for each fisheries life cycle. Monthly flows are expressed in cubic feet per second and acre feet for an average water year condition. The factors used in selecting these flows are the water needs for spawning, incubation, rearing and migration. Since these flows significantly affect the merit of a water supply alternative, we have the following questions and concerns: (1) Are these flows intended to be "biologically-based" in the context of YRBWEP? (2) These flows are referred to as "non-binding" and "informal" in the report. Although they may provide a base for comparison of project alternatives, are they not, in effect, meaningless as a true measurement of the fisheries needs? (3) The flows apply to an average water year condition. What flow criteria were used to measure goal accomplishment in wet and dry years? (4) For the average water year condition, these flows should be reported as to annual fisheries needs (acre feet/year), the current available supply subtracted, and the net annual additional supply required be quantified.

With respect to the second goal..... The irrigation water requirement to achieve a 70-percent supply for proratable contract deliveries is 896,000 acre-feet. The derivation of this number is not explained, but it appears that the goal is to supply at least 70-percent of the entire proratable entitlement of approximately 1.28-million acre-feet. In the Yakima River Basin Storage Alternative Appraisal Assessment (May 2006) the additional irrigation water supply required in a dry year (such as 1994 and 2001) is stated at less than half of the Study's figure – 422,000 acre-feet. It should be noted that recently, the Sunnyside and Yakima-Tieton Divisions have stated they have no interest in additional water supply. Also, some water rights of proratable water users have been modified by the "Acquavella" adjudication and "settlement agreements". The 422,000 number is itself probably high. This goal should be re-visited, refined, and clarified.

With respect to the third goal..... The need for storage water for future municipal water supply needs will depend on future policies for determining the availability of ground water for new water rights. Such policies will rely on the results of the on-going Reclamation-Ecology-Yakama

Nation-Geological Survey ground water study. Given this uncertainty, we support the goal as stated.

### **Supply Alternatives**

It is Benton County's opinion that the current water supply goals cannot be achieved by any single or combination of alternatives currently being evaluated internal to the Yakima River Basin. Either importation of water from the Columbia River via a project such as the Black Rock Reservoir is required or the goals must be significantly modified/reduced with respect to water supply needs. Benton County supports continued study of the Black Rock Reservoir alternative with emphasis on resolving the critical issue of potential effect of reservoir seepage on the Hanford Reservation, the degree of such effect, and the opportunities for mitigation of such effects.

Benton County further urges Reclamation and Ecology to not be constrained to limiting the final PR/EIS to "stand alone" alternatives. Combinations of alternatives should be evaluated in the context of this study being an element of the on-going YRBWEP program.

### **Conclusions**

When evaluating the current Study in the context of the past and ongoing actions of Benton County and the Yakima Basin region, we conclude:

- That additional flow alone will not fully achieve the fisheries enhancement goal of the Study. Therefore, system improvements that aid fish migration and enhance fish habitat should continue, in concert with the work of the Yakima Basin Fish and Wildlife Recovery Board.
- That additional water supplies sufficient to meet the needs of the Basin (as defined by the YRBWEP or the Study goals) cannot be developed internal to the Yakima Basin. Either Columbia River water must be imported or the Study goals must be revisited.

### **Recommendations**

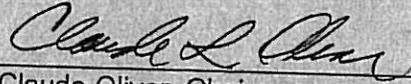
Based on our conclusions, Benton County recommends:

- That the goals of the Study should be considered as a sub-set of the YRBWEP goals; and that the Study should be considered a part of and a continuation of the YRBWEP.
- The current rights of junior irrigation entities should be determined and identified.
- Required additional water supplies for irrigation use should be quantified.
- That the proposed Black Rock Reservoir project be fully-examined. The Lower Yakima Basin would benefit enormously from the Black Rock project, which would assure an adequate and reliable water supply and neutralize the biggest risk to the Basin's economy – drought. Irrigators and municipalities would be protected and could depend on sufficient supplies to support a growing region. Lower Yakima River flows, which drop dangerously low for fish during water-short years, would be improved. Water quality problems would be significantly reduced or eliminated. A clean, high flow river would attract more recreational users and fisheries would be greatly enhanced.

Benton County appreciates the work of the planning team that developed the Study, and the opportunity to provide comment. We commend the collaborative effort involving federal and state agencies, tribal nations, stakeholders, and the public at large. The County looks forward to continuing to work with you to find creative solutions for complex problems.

Sincerely,

BOARD OF COUNTY COMMISSIONERS



Claude Oliver, Chairman

cc: Board of County Commissioners, Kittitas County  
Board of County Commissioners, Klickitat County  
Board of County Commissioners, Yakima County  
Derek I. Sandison, Central Region Director, Washington Department of Ecology  
Jeff Tayer, Region Three Director, Washington Department of Fish and Wildlife  
Yakima Basin Fish and Wildlife Recovery Board  
Yakima Basin Storage Alliance

**DETERMINATION OF SIGNIFICANCE  
AND REQUEST FOR COMMENTS ON SCOPE OF  
SUPPLEMENTAL DRAFT ENVIRONMENTAL IMPACT STATEMENT  
FOR THE YAKIMA RIVER BASIN WATER STORAGE FEASIBILITY  
STUDY**

The Washington State Department of Ecology (Ecology) is initiating preparation of a Supplemental Draft Environmental Impact Statement (EIS) in accordance with the State Environmental Policy Act (SEPA) for the Yakima River Basin Water Storage Feasibility Study. In January 2008, Ecology and the Bureau of Reclamation (Reclamation) issued a Draft Planning Report and EIS for the Yakima River Basin Water Storage Feasibility Study. The EIS was a combined National Environmental Policy Act (NEPA) and SEPA document. Based on comments received on the Draft Planning Report and EIS, Ecology has determined that it should evaluate additional water supply alternatives that were not considered in the January 2008 document and will prepare a SEPA Supplemental Draft EIS. Further, since a number of the comments received made the valid point that it is not possible to adequately evaluate all reasonable water supply alternatives without consideration of habitat and fish passage needs to meet fish restoration goals of the alternatives. Such needs will be addressed in the SEPA supplemental evaluation as well. Ecology is requesting comments regarding the scope of the Supplemental Draft EIS. The Supplemental Draft EIS will not duplicate alternatives or analyses already presented in the January 2008 Draft Planning Report and EIS.

**Description of Proposal:** The purpose of the Yakima River Basin Water Storage Feasibility Study is to improve anadromous and resident fish habitat and water supply for irrigation and future municipal needs. In the January 2008 Draft Planning Report and EIS, Ecology and Reclamation jointly evaluated three storage alternatives: Black Rock Reservoir, Wymer Reservoir, and Wymer Reservoir with Yakima River Pump Exchange. In addition, Ecology evaluated three additional alternatives: enhanced water conservation, market-based reallocation of water resources, and ground water storage. The three State Alternatives were developed in response to comments received during Draft EIS scoping indicating that Ecology should consider a broader range of alternatives, including non-surface storage options, to meet SEPA requirements for identifying and evaluating reasonable alternatives.

Based on comments received on the January 2008 Draft Planning Report and EIS, Ecology has determined that additional water supply alternatives should be evaluated together with related anadromous fish habitat improvements. The additional alternatives fall into three general categories—fish passage improvements, new storage or modifying existing operations, and fish habitat enhancement on tributaries and mainstem rivers. Ecology will work with interested parties in the Yakima River Basin to identify habitat constraints and potential related to the three alternatives.

**Proponent:** Washington State Department of Ecology

**Location of Proposal:** The project area is the Yakima River Basin in Benton, Yakima, and Kittitas Counties, Washington and encompasses Water Resource Inventory Areas 37, 38, and 39.

**SEPA Lead Agency:** Washington State Department of Ecology

**Supplemental EIS Required:** Ecology as lead agency has determined that additional alternatives to improve water supply and fish habitat and in the Yakima River Basin should be evaluated. In accordance with WAC 197-11-405 (4), a supplemental draft EIS will be prepared. The evaluation of additional alternatives will augment the analysis contained in the January 2008 Draft Planning Report and EIS for the Yakima River Basin Water Storage Feasibility Study.

The Supplemental Draft EIS will address impacts of the additional alternatives only. It will not include additional analysis of the State Alternatives that were evaluated in the Draft Planning Report and EIS. The Supplemental Draft EIS will be released to the public for comment in Fall 2008. A Final EIS will subsequently be prepared and will incorporate responses to comments on the Supplemental Draft EIS as well as comments on the State Alternatives from the January 2008 Draft Planning Report and EIS. The Supplemental Draft EIS and the Final EIS will be separate SEPA documents. Reclamation will complete its NEPA analysis of the Draft Planning Report and EIS with Ecology serving as a cooperating agency.

**Possible Alternatives:** Ecology has identified some preliminary projects for the three general categories of alternatives. Ecology will further develop the alternatives through scoping and the Supplemental Draft EIS analysis.

#### **Fish Passage**

This alternative would provide for fish passage at existing storage reservoirs and other structures that currently restrict or block passage. It also includes providing for passage improvements on tributaries that are restricted by flow barriers.

- Cle Elum Dam
- Bumping Lake
- Rimrock Lake
- Keechelus Dam
- Kachess Dam
- Improvements at Roza Dam
- Passage at other facilities including facilities on tributaries
- Flow passage barriers on tributaries

#### **Storage/Modification to Existing Facilities and Operations**

This alternative includes the construction of new storage reservoirs and operational changes to existing reservoirs to optimize the basin's water supply. Other structural projects such as pump stations and modifications to canals are included.

- Modifications to the Wymer Reservoir proposal evaluated in the January 2008 Draft Planning Report and EIS
- Naches River basin storage opportunities including enlargement of Bumping Lake
- Pine Hollow Reservoir in the Ahtanum Creek basin
- Operational changes to existing reservoirs
- Pumping plant for Kittitas Reclamation District (KRD) to help Easton Ladder flows
- KRD canal modifications to improve tributary flows
- Kennewick Irrigation District Pump Exchange

### **Habitat Enhancements**

This alternative includes habitat improvements on mainstem rivers and tributaries. Potential improvements include improving streamflow, modifying floodplains to improve habitat, reestablishing side channels, and acquiring habitat.

- Tributary enhancements
  - Taneum
  - Teanaway
  - Manastash
  - Swauk
  - Wilson/Cherry
  - Ahtanum Creek
  - Wapato Creek
  - Toppenish Creek
- Mainstem enhancements
  - Cle Elum/Upper Kittitas reach
  - Ellensburg reach
  - Lower Naches reach
  - Gap to gap (Selah to Union Gap) reach
  - Wapato reach

**Preliminary Issues:** Among the major issues to be considered are effects on surface and ground water quality and quantity, fish and wildlife, plant communities, geology and soils, land use, recreation, scenic resources, cultural resources, social/economic impacts, hydropower, and transportation.

**Scoping:** Agencies, affected tribes, and members of the public are invited to comment on the scope of the Supplemental EIS. You may comment on alternatives, mitigation measures, probable significant adverse impacts, and licenses or other approvals that may be required. The comment period will open on June 27, 2008 and end on July 30, 2008.

Written comments may be sent to:

Derek Sandison  
Central Regional Director  
Department of Ecology  
15 West Yakima Ave. Suite 200  
Yakima, WA 98902-3452

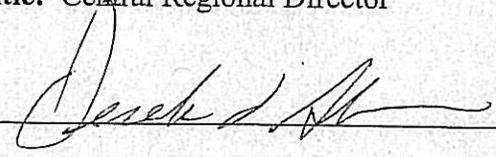
Or emailed to: [dsan461@ecy.wa.gov](mailto:dsan461@ecy.wa.gov) (please use "Yakima River Basin scoping comments" in the subject line).

The deadline for submitting comments is July 30, 2008.

Two public open houses will be held on July 21, 2008 from 2:00 p.m. to 4:00 p.m. and from 6:00 p.m. to 8:00 p.m. at the Yakima Convention Center at 10 N 8<sup>th</sup> St. in Yakima. Verbal comments can be given at each event.

**Responsible Official:** Derek Sandison

**Position/Title:** Central Regional Director

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

Date: 6/27/08

**11:25**

**Executive Session**

**Potential Litigation**

**D. Sparks**