

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
October 13, 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; Ed Thornbrugh, Human Services; Keith Mercer, Sheriff's Office; Sue Schuetze, Public Works; Planning Manager Mike Shuttleworth; Pat Powell, Auditor's Office; Treasurer Duane Davidson; Julie Murphy, Treasurer's Office; DPA Ryan Brown; Erhiza Rivera, Treasurer's Office; Public Works Director Ross Dunfee; Steve Becken, Larry Moser, Bryan Thorp, and Norm Childress, Public Works; and Auditor Bobbie Gagner.

Approval of Minutes

The Minutes of October 6, 2008 were approved.

Review Agenda

Item "d" (Fairgrounds Purchase) was pulled. Commissioner Benitz requested item "j" (Agreement with Columbia Energy for Piert Road) be pulled because he was not in support of the contract and did not know if the money would be used to pay for the second engineering report.

Consent Agenda

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

Central Services

- a. Purchase of FTR Digital Audio Recording Systems

Commissioners

- b. Line Item Transfer, Fund No. 0305-101, Dept. 000

- c. Procurement and Installation of Jury Chairs for District Courtrooms

Human Services

- e. Travel Expense Reimbursements
- f. Professional Services Agreement, #PSA-IFD-2008/09, w/Institute For Family Development
- g. Appointment of D Brown to the Substance Abuse Administrative Board

Parks

- h. Notice of Completion of Dock Repairs Project @ Two Rivers Park

Personnel

- i. County Claims CC08-15, CC08-16, CC08-18

Sheriff

- k. Brutzman's Notice of Completion of Moveable Shelving
- l. Amended Purchase Contract w/ICOP
- m. Memorandum of Understanding w/Benton County Emergency Management
- n. Contract Extension w/Olympic Security

**Consent Agenda Item "j"**

Mr. Dunfee said that JUB's second report had not yet been paid for and this was the \$50,000 agreement with Columbia Energy that was previously requested.

Commissioner Bowman asked about the payment plan, and what would happen if they didn't pay the money. Mr. Dunfee said it was a valid contract that could be pursued if breached.

**MOTION:** Commissioner Bowman moved to approve item "j" (Contribution Agreement for Piert Road with Columbia Energy & Environmental Services). Chairman Oliver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

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

**Other Business**

Benton City Invitation

Mayor Carnahan invited the Commissioners to a ribbon cutting ceremony for the "Bike & Path Trail" on November 8 and a ribbon cutting ceremony for Ki-Be Road and Horn Road.

**Public Hearing – Right of Way Vacation**

Sue Schuetze said they received petition to vacate a portion of the unimproved right of way of Jericho Court. Additionally, they received a comment from Verizon that it had an existing facility within the right of way and would need an easement if the right of way were granted.

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

**MOTION:** Commissioner Bowman moved to approve the vacation as presented, conditioned on the easement of the north 10 feet and east 10 feet identified by Verizon. Commissioner Benitz seconded and upon vote, the motion carried unanimously.

### **Finance Team Presentation**

Linda Ivey, Pat Powell, Keith Mercer, and Erhiza Rivera gave a Powerpoint presentation of the Benton County Financial Analysis for the month ending August 31, 2008. The presentation included the following information:

- Current Expense, Quarterly Revenue and Cumulative Revenue Comparison
- Current Expense, Quarterly and Cumulative Expenditures Comparison
- Current Expense, Fund Balance Trends, Analysis, and Comparison
- 2008 Revenue Budget to Actuals
- 2008 Expenditure Budget to Actuals
- Retail Sales & Use Tax, Prior Year Comparison, Annual Local Revenue Distribution, 1% Local Collection, Local 1/10% Criminal Justice
- Jail Contract Housing, Actuals vs. Projections
- Contract Agencies Bed Usage
- Local Municipalities, Bed Day Rate, Benton County Local Bed Usage, and Jail Usage by Agency
- Contract and Local Agency Usage, Net Income Per Year, Contract Revenue, and Impact on Current Expense

The Board briefly recessed, reconvening at 10:09 a.m.

### **Public Hearing – SUB 07-03**

The following exhibit was entered into the record: Staff Exhibit “n” – Letter from John Ziobro

Mike Shuttleworth indicated this was a “closed record” hearing and the Board could not receive additional testimony.

Mr. Shuttleworth said the Planning Commission conducted an open record hearing on the proposed preliminary plat of Rivers Edge Estates and made a recommendation to deny the preliminary plat. The Board of Commissioners held a closed record hearing and then remanded the proposed plat back to the Planning Commission to consider evidence and submit a recommendation. Mr. Shuttleworth said the Planning Commission conducted an additional open record hearing on the remand and was unable to make a recommendation on the remand of the preliminary plat.

Mr. Shuttleworth said the Planning staff now recommended the Board approve the revised preliminary plat as suggested in the staff report dated August 11, 2008 and direct staff to work with a Commissioner to complete findings and conclusions. He indicated they had changed the cul-de-sac so it was not as close to adjoining property owners and increased some setbacks.

Commissioner Benitz said he still had concerns about access to subdivisions via North River Road and the impact on the road system. He said it was not properly considered and wanted to know how it would be addressed in the road program.

Mr. Dunfee said the Board could complete a traffic impact analysis, but the Road Department did not typically ask for one on a residential urban area within a 20-lot subdivision. He said if the County were adding commercial to a residential area, there would be safety issues that should be addressed.

Commissioner Bowman indicated the issue of safety was always a concern, but he found it difficult to tell a property owner how to use their land, as long as it was properly zoned. He asked why the Planning Commission could not come to a decision. Mr. Shuttleworth said a majority could not agree on one recommendation, some regarding the agricultural spray and others on the transportation.

**MOTION:** Commissioner Bowman moved to approve the preliminary plat as revised and recommended by the Planning staff and recommend the Board assign Commissioner Benitz to be the point person. Chairman Oliver seconded.

#### Discussion

Commissioner Benitz said he read the reports, listened to the audios and was not in support of the plat. He said there was no point in having a commissioner assemble the findings of fact when they could just take what was presented and prepare the document.

Commissioner Bowman said there were not any findings of fact and so they needed a commissioner from this district to make the recommendations. However, he stated he would help prepare the findings, if needed.

Upon vote, the motion carried with Commissioner Benitz opposing.

#### **Dog Control – Facility Update**

Adam Fyall said the County needed specific information on the type of facility needed and requested approval to work with Roy Rogers and get some professional help from an architect to provide a one-line drawing with cost estimates. Mr. Sparks stated it would assist the County on what type and size of facility was needed.

Commissioner Benitz said he believed the ordinance should be approved before moving forward so they knew what they were trying to accomplish. Commissioner Bowman said a draft ordinance was prepared, but if it were approved, the County would not be able to enforce it. Chairman Oliver said this was a positive step so the County could get a determination.

**MOTION:** Commissioner Bowman moved to approve staff to work on a contract with an architect to provide one-line drawings for a facility. Chairman Oliver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

## **One-Year Road Program**

Ross Dunfee, Steve Becken, and Larry Moser reviewed the draft 2009 Road Program.

Additionally, Mr. Dunfee briefly discussed the following 2008 projects:

1. Guardrails on Hess Road Bridge. He said that Ms. Schuetze was still trying to obtain right of way (hopefully by end of year), but that it might have to be added in the 2009 One-Year Road Program.
2. Webber Canyon to Dennis Road (1966 section). He said they wanted to delay the bid process until after the first of the year to avoid having a gravel road in the winter months.
3. The Curves. Additionally requested to delay the bid process until after the first of the year.

Mr. Dunfee also pleaded with the Board to take a look at diversion to get the Road Fund under control because it was heading into red ink.

The Board said it was agreeable to “status quo” on the request for diverted road funds.

Commissioner Benitz discussed his concern regarding the following issues: CRID Policy; Finley Intertie expenditures; legislature requesting the County sell the Intertie back to the State (he requested the paperwork authorizing the transfer); Webber Canyon; closeout of 2008 funds; reduction of projects; emergent projects; and the significant deficit in road program funding.

Commissioner Bowman said he was in favor of returning the road to the state because it would eliminate the County’s requirement to maintain the road. Additionally, he said the CRID policy in place would seem appropriate and did not want to change it.

**MOTION:** Commissioner Bowman moved to approve the 2008 One-Year Road Program. Chairman Oliver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

David Sparks said the Board needed to consider its current policy of using the capital projects funds for CRIDs since it could create a cash-flow problem if the County decided to build an administrative building.

## **Public Hearing – Amending 2008 to 2013 Six-Year Road Program**

Bryan Thorp said the purpose of the amendment was to qualify to apply for the CRAB grant for Nine Canyon Road, Mills Road to Beck Road.

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

**MOTION:** Commissioner Bowman moved to approve the resolution amending the 2008 to 2013 Six-Year Road Program. Chairman Oliver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

**Vouchers**

Check Date: 10/03/2008  
Warrant #: 908237-908474  
Total all funds: \$1,128,590.21

Check Date: 10/03/2008  
Warrant #: 220295-220471  
Direct Deposit #: 40247-40794  
Total all funds: \$1,913,143.18

Check Date: 10/03/2008  
Taxes #: 10108101-10108103  
Warrant #: 908489-908529  
Total all funds: \$1,823,244.58

Check Date: 10/10/2008  
Warrant #: 908650-908909  
Total all funds: \$1,482,651.76

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

**Resolutions**

- 08-845 Purchase of FTR Digital Audio Recording Systems
- 08-846 Line Item Transfer, Fund No. 0305-101, Dept. 000
- 08-847 Procurement and Installation of Jury Chairs for District Courtrooms
- 08-848 Professional Services Agreement, #PSA-IFD-2008/09, w/Institute For Family Development
- 08-849 Appointment of D Brown to the Substance Abuse Administrative Board
- 08-850 Notice of Completion of Dock Repairs Project @ Two Rivers Park
- 08-851 Denial of County Claims CC08-15, CC08-16, CC08-18
- 08-852 Notice of Completion of Installation of Moveable Shelving
- 08-853 Amended Purchase Contract w/ICOP
- 08-854 Memorandum of Understanding w/Benton County Emergency Management
- 08-855 Contract Extension w/Olympic Security
- 08-856 Agreement for Piert Road Between Benton County and Columbia Energy and Environmental Services
- 08-857 Benton County 2009 Annual Road Program
- 08-858 Amending the Six-Year Road Program for Years 2008-2013

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

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Clerk of the Board

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Chairman

a

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county Personal Property; and,

WHEREAS, Sheriff vehicle 05-05, VIN: 2FAHP71W15X147811, was totaled in a roll-over, has been scavenged for parts; and,

WHEREAS, the Personal Property Manager has determined that vehicle 05-05 is not desired by any other county department or office; and,

WHEREAS, the vehicle has an estimated scrap value less than \$200; and,

WHEREAS, it is the recommendation of the Personal Property Manager that this potential surplus property should be declared surplus; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated, obsolete and personal property of no practical value; **NOW, THEREFORE**

**BE IT RESOLVED**, that, based on the recommendation of the Personal Property Manager, vehicle 05-05 is declared to be surplus and the staff is directed to locate a person or entity willing to enter into an agreement with the county to remove the vehicle at no cost to the County for scrap value, and who will provide appropriate indemnification to the County in connection with the removal of the vehicle.

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 P. Powell

b

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county Personal Property; and,

WHEREAS, the Personal Property Manager has determined that the personal property on attachment A is not desired by any other county department or office; and,

WHEREAS, all the items listed have an estimated value of less than \$50; and,

WHEREAS, it is the recommendation of the Personal Property Manager that this potential surplus property is not desired by any county agency and should be declared surplus; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete personal property; NOW, THEREFORE

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager, all items included on the attachment are hereby surplused and to be disposed of as indicated in attachment A.

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 P. Powell

Tag	Serial Number	Type	Make	Description	Disposition
605	971012200050	other	Intermec	Bar code scanner	recycle/waste
1621	CX000303424919	monitor	Phillips	150S3F 15" LCD	PC sale or recycle/waste
1624	HU296BM1YN	printer	HP	OfficeJet d145	recycle/waste
1652	SG34GB10YPC8382A	printer	HP	OfficeJet7100	recycle/waste
2320	2534A11094	printer	HP	2563A Line Printer - IB	recycle/waste
2321		other	Liebert	Mini-Center	recycle/waste
7229	2640801446	printer	HP	2564B Line Printer - IB	recycle/waste
8815	ODMAQPF41814	printer	Panasonic	KXP1124	recycle/waste
9783	630224758	monitor	AAMAZING	Monitor	recycle/waste
9804	JPB1036731	printer	HP	LaserJet 4	PC sale or recycle/waste
10495	3402A45126	server	HP	3000/957SX	recycle/waste
10516	407A0174272	printer	Okidata	400E	recycle/waste
10616		printer	Okidata	400E	recycle/waste
11107	2KKBCF21670	printer	Panasonic	KX P1124i	recycle/waste
11120	3343A40271	server	HP	3000/917LX	recycle/waste
11121	3338A17708	terminal	HP	700/96	recycle/waste
11124	3335S00215	pc	HP	Vectra 486SX/33	recycle/waste
11125	KR33442035	monitor	HP	Super VGA	PC sale or recycle/waste
11179	MG9910190008	other	Sierra Wireless	CDPD Modem 300	PC sale or recycle/waste
11180	MG9910180045	other	Sierra Wireless	CDPD Modem 300	recycle/waste
11404	MY54211475	monitor	HP	1024	recycle/waste
11657	MG9910190010	other	Sierra Wireless	MP200 CDPD Modem	PC sale or recycle/waste
12083	US74001496	pc	HP	Vectra VL5 5/200	recycle/waste
12140	BE735A4735	other	HP	SureStore CD Writer Plus 7110e	PC sale or recycle/waste
12144	US74500070	server	HP	NetServer LH Pro 6/200	recycle/waste
12194	US75114873	pc	HP	Vectra VL5 5/233	recycle/waste
12281	USNC059663	printer	HP	LaserJet 4000TN	PC sale or recycle/waste
12336	TW74500912	laptop	HP	OmniBook 5700CT 5/166	recycle/waste
12912	GK46951	laptop	Dell	XPS	PC sale or recycle/waste
13142	US8311407K	printer	HP	2000Cxi	recycle/waste
13175	MX84452332	monitor	HP	50 15"	PC sale or recycle/waste
13199	US81U1401T	printer	HP	2000Cxi	recycle/waste
13217	3J8BBZW6BC95	laptop	Compaq	Armada 1573 P/233	PC sale or recycle/waste
13276	SG84460997	net	HP	ProCurve Switch 2400M	PC sale or recycle/waste
13307	SG84204497	server	HP	NetServer System/6 Ext RAID	recycle/waste
13378	USDG032931	printer	HP	LaserJet 1100xi	recycle/waste
13380	USDG032942	printer	HP	LaserJet 1100xi	recycle/waste
13392	IJ92CB23P20T	laptop	Compaq	Armada 1700 6/233	PC sale or recycle/waste
13420	US91801873	server	HP	NetServer LH3 P3/500	recycle/waste

Tag	Serial Number	Type	Make	Description	Disposition
13499	US92518018	pc	HP	Vectra VEI8 6/400	PC sale or recycle/waste
13505	QM90718664	monitor	ViewSonic	P815 21"	PC sale or recycle/waste
13519	9EKSA01570	laptop	Panasonic	ToughBook CF45 PII/300	PC sale or recycle/waste
13542	9EKSA01548	laptop	Panasonic	ToughBook CF45 PII/300	PC sale or recycle/waste
13565	SG89L190JB	printer	HP	DeskJet 2000Cxi	recycle/waste
13567	SG95H120MS	printer	HP	2500CM	recycle/waste
13583	3J97CFQ8C2E8	laptop	Compaq	Armada 1750 P11/333	PC sale or recycle/waste
13627	MG9910191008	other	Sierra Wireless	MP200 CDPD Modem	recycle/waste
13775	SG00605639	server	HP	NetServer Sys 6 Ext RAID	recycle/waste
13784	MG9909150019	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13785	MG9909151015	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13789	MG9909150505	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13792	MG9909151014	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13793	MG9909150011	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13795	MG9909151006	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13798	MG9909151005	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13799	MG9909151001	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13800	MG9909150008	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13801	MG9909151004	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13802	MG9909151007	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13804	MG9909150013	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13805	MG9909150508	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13808	MG9909161003	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13809	MG9909161002	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13810	MG9909161001	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13811	MG9909151016	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13812	MG9909150014	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13813	MG9909150015	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13814	MG9909150016	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13815	MG9909150017	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13827	31341529	monitor	Phillips	107S 17"	PC sale or recycle/waste
13867	P09560F9EJ5RKS	other	Sierra Wireless	210 Aircard	recycle/waste
13868	MG9909141017	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13870	MG9909141022	other	Sierra Wireless	MP 200 CDPD Modem	recycle/waste
13982	SG07P36099	printer	HP	DeskJet 2000Cxi	recycle/waste
14097	USQN412194	printer	HP	LaserJet 1100xi	recycle/waste
14100	USQN412183	printer	HP	LaserJet 1100xi	recycle/waste
14107	5831	scanner	Fujitsu	Model M3096GX	recycle/waste
14109	US10100459	pc	HP	Vectra VL400 P3/933	PC sale or recycle/waste

Tag	Serial Number	Type	Make	Description	Disposition
14113	US04960834	pc	HP	Vectra VL400 P3/866	PC sale or recycle/waste
14114	5017	scanner	Fujitsu	Model M4097D-VRS	recycle/waste
14127	TW10201272	laptop	HP	OmniBook XE3 P3/700	PC sale or recycle/waste
14205	MY9CHI10XY	printer	HP	DeskJet 970cxi	recycle/waste
14389	US11209711	pc	HP	Vectra VL400 P3/866	PC sale or recycle/waste
14394	US11709546	pc	HP	Vectra VL400 P3/1000	PC sale or recycle/waste
14407	TW11620687	laptop	HP	OmniBook XE3 P3/850	PC sale or recycle/waste
14408	TW11620777	laptop	HP	OmniBook XE3 P3/850	PC sale or recycle/waste
14409	TW11620701	laptop	HP	OmniBook XE3 P3/850	PC sale or recycle/waste
14411	TW11620679	laptop	HP	OmniBook XE3 P3/850	PC sale or recycle/waste
14412	TW12203337	laptop	HP	OmniBook XE3 P3/850	PC sale or recycle/waste
14413	TW11620727	laptop	HP	OmniBook XE3 P3/850	PC sale or recycle/waste
14416	US12367701	pc	HP	Vectra VL400 P3/1000	PC sale or recycle/waste
14430	MR0104191020	other	Sierra Wireless	MP-200 CDPD Modem	recycle/waste
14432	IGYUA01849	laptop	Panasonic	ToughBook 48 P3/800	PC sale or recycle/waste
14433	IGYUA01807	laptop	Panasonic	ToughBook 48 P3/800	PC sale or recycle/waste
14434	IGYUA01842	laptop	Panasonic	ToughBook 48 P3/800	PC sale or recycle/waste
14439	US12706534	pc	HP	Vectra VL400 P3/1000	PC sale or recycle/waste
14443	US12813298	pc	HP	Vectra VL400 P3/1000	PC sale or recycle/waste
14465	US14406985	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14476	90F014702202	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14478	US15212886	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14482	US15212870	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14484	90F015002911	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14497	US15208256	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14536	90F015002929	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14554	US14407281	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14557	US14407011	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14559	JGJW511	laptop	Dell	Inspiron 8100 P3/1200	PC sale or recycle/waste
14567	US20506712	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14570	90F014301617	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14576	90F014301623	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14583	90F014301628	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14585	90F014301612	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14586	90F014301632	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14588	90F014301618	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14590	90F014802159	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14593	US14403063	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14594	US14402976	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste

Tag	Serial Number	Type	Make	Description	Disposition
14595	US14402275	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14597	US14402449	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14600	US14403372	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14601	90F014702506	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14603	90F014702514	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14604	90F014702508	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14605	90F014702521	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14607	90F014702523	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14609	90F014703236	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14610	90F014702515	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14623	US14402727	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14625	US14402958	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14628	US14402956	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14629	US14403061	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14630	90K020601596	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14636	90F014703138	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14637	90F014703140	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14639	US20603263	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14642	US20603238	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14643	US20605743	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14644	US20605752	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14650	US14402522	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14651	US14402317	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14652	US14403046	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14654	US14402617	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14656	US14402622	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14659	US14407126	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14660	US20208735	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14661	US20208985	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14662	US20209451	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14663	US20208773	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14664	US20209464	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14666	US20505135	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14667	US20209887	pc	HP	Vectra VL420 P4/1700	PC sale or recycle/waste
14668	USJNJ28400	printer	HP	LaserJet 4100N	recycle/waste
14670	USJNK39095	printer	HP	LaserJet 4100N	recycle/waste
14671	JPPKH27198	printer	HP	Color LaserJet 4550	recycle/waste
14674	GU14104846	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14675	GU14503580	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste

Tag	Serial Number	Type	Make	Description	Disposition
14676	GU14503586	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14677	GU14503582	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14679	GU14503579	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14681	US15106307	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14683	US15106276	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14684	US15106267	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14685	US15106290	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14686	US15106296	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14689	GU14202547	monitor	ViewSonic	VE150M 15" LCD	PC sale or recycle/waste
14692	GU14201966	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14693	US20309403	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14694	US20309307	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14695	US20309299	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14696	US20309326	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14698	US20309285	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14704	GU14105778	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14707	GU14105249	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14709	US15213452	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14712	US15208396	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14717	US15208380	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14718	US20107886	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14719	GU14102190	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14734	GU14104827	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14737	GU14104823	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14747	US15213449	pc	HP	Vectra VL420 P4/1900	PC sale or recycle/waste
14760	GU14104817	monitor	ViewSonic	VE150m 15" LCD	PC sale or recycle/waste
14763	71SDF11	laptop	Dell	Latitude C840 P4/1600	PC sale or recycle/waste
14775	MY22Q310F2	printer	HP	InkJet 2280	recycle/waste
14791	21YUA06783	laptop	Panasonic	Toughbook 48 P4/1800	PC sale or recycle/waste
14792	21YUA06784	laptop	Panasonic	Toughbook 48P4/1800	PC sale or recycle/waste
14795	MR0207290048	other	Sierra Wireless	MP200 CDPD Modem	recycle/waste
14796	MR0207290047	other	Sierra Wireless	MP200 CDPD Modem	recycle/waste
14797	MR0207290045	other	Sierra Wireless	MP200 CDPD Modem	recycle/waste
14798	MR0207290046	other	Sierra Wireless	MP200 CDPD Modem	recycle/waste
14804	5QQV021	laptop	Dell	Latitude C840 P4/2000	PC sale or recycle/waste
14809	2KYUA10617	laptop	Panasonic	Toughbook 48 P4/1800	PC sale or recycle/waste
14810	MR0209260021	other	Sierra Wireless	MP200 CDPD w/GPS	PC sale or recycle/waste
14823	917024400202	monitor	ViewSonic	VE155b 15" LCD	recycle/waste
14824	917024400185	monitor	ViewSonic	VE155b 15" LCD	PC sale or recycle/waste

Tag	Serial Number	Type	Make	Description	Disposition
14825	917024400167	monitor	ViewSonic	VE155b 15" LCD	PC sale or recycle/waste
14826	917024400201	monitor	ViewSonic	VE155b 15" LCD	PC sale or recycle/waste
14827	917024400200	monitor	ViewSonic	VE155b 15" LCD	PC sale or recycle/waste
14828	917024400169	monitor	ViewSonic	VE155b 15" LCD	PC sale or recycle/waste
14829	917024400166	monitor	ViewSonic	VE155b 15" LCD	PC sale or recycle/waste
14883	BWJ6B21	pc	Dell	Precision P4/340	PC sale or recycle/waste
14885	JWJ6B21	pc	Dell	Precision P4/340	PC sale or recycle/waste
14887	917024502463	monitor	ViewSonic	VE155b 15" LCD	PC sale or recycle/waste
14889	7YN5B21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
14899	917024601756	monitor	ViewSonic	VE155b 15" LCD	PC sale or recycle/waste
14900	917024601759	monitor	ViewSonic	VE155b 15" LCD	PC sale or recycle/waste
14902	917024601769	monitor	ViewSonic	VE155b 15" LCD	PC sale or recycle/waste
14906	917024601742	monitor	ViewSonic	VE155b 15" LCD	PC sale or recycle/waste
14908	917024502026	monitor	ViewSonic	VE155b 15" LCD	PC sale or recycle/waste
14910	MY2BER1114	printer	HP	InkJet 2280	recycle/waste
14919	5SNRK21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
14920	1VNRK21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
14922	CSNRK21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
14923	4VNRK21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
14924	DTNRK21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
14926	4TNRK21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
14927	9TNRK21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
14929	917024700537	monitor	ViewSonic	VE155b 15" LCD	PC sale or recycle/waste
14930	7B9RL21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
15001	3CYUA19601	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15002	3CYUA19613	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15003	3CYUA19501	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15004	3CYUA19477	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15005	3CYUA19474	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15006	3CYUA19498	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15007	3CYUA19472	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15008	3CYUA19470	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15009	FB9RL21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
15010	917030203825	monitor	ViewSonic	VE155b 15" LCD	PC sale or recycle/waste
15011	HB5LL21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
15023	523482	scanner	Fujitsu	Image Scanner M4097D	recycle/waste
15025	523487	scanner	Fujitsu	Image Scanner M4097D	recycle/waste
15026	3CYUA18755	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15027	3CYUA18753	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste

Tag	Serial Number	Type	Make	Description	Disposition
15028	3CYUA18730	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15029	3CYUA18728	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15030	3CYUA18757	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15031	3CYUA18731	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15032	3CYUA18729	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15033	3CYUA18754	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15034	3CYUA18732	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15035	3CYUA18727	laptop	Panasonic	ToughBook CF-48 P4/1800	PC sale or recycle/waste
15045	23T431100510	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15046	23T431100535	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15050	23T431100502	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15052	23T431200974	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15055	23T431200971	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15056	23T431200981	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15058	B5YWT21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
15059	73YWT21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
15064	87NXT21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
15066	F7NXT21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
15067	H7NXT21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
15068	38NXT21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
15069	48NXT21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
15071	88NXT21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
15079	HJ4PV21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
15080	1K4PV21	pc	Dell	Precision 340 P4/2400	PC sale or recycle/waste
15081	A598317F0211K0275	monitor	Planar	PX191 19" LCD	PC sale or recycle/waste
15082	A598317F0211K0242	monitor	Planar	PX191 19" LCD	PC sale or recycle/waste
15083	A598317F0211K0250	monitor	Planar	PX191 19" LCD	PC sale or recycle/waste
15084	A598317F0211K0288	monitor	Planar	PX191 19" LCD	PC sale or recycle/waste
15086	A598317F0211K0241	monitor	Planar	PX191 19" LCD	PC sale or recycle/waste
15088	A598317F0211K0279	monitor	Planar	PX191 19" LCD	PC sale or recycle/waste
15089	9CLPV21	pc	Dell	Precision P4/2530, 40GB	PC sale or recycle/waste
15094	CBLPV21	pc	Dell	Precision P4/2530, 40GB	PC sale or recycle/waste
15095	2DLPV21	pc	Dell	Precision P4/2530, 20GB	PC sale or recycle/waste
15096	6DLPV21	pc	Dell	Precision P4/2530, 20GB	PC sale or recycle/waste
15097	BDLPV21	pc	Dell	Precision P4/2530, 20GB	PC sale or recycle/waste
15099	500924	scanner	Fujitsu	FI-4640S	recycle/waste
15108	41A032000103	printer	Zebra	TLP2844 Label Printer	recycle/waste
15109	41A032000107	printer	Zebra	TLP2844 Label Printer	recycle/waste
15111	450130100086	printer	Star	SP312F Receipt Printer	recycle/waste

Tng	Serial Number	Type	Make	Description	Disposition
15112	450130100075	printer	Star	SP312F Receipt Printer	recycle/waste
15113	450130100076	printer	Star	SP312F Receipt Printer	recycle/waste
15114	DT23231	pc	Dell	Precision 340 P4/2000	PC sale or recycle/waste
15115	25T232300592	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15116	23T231600798	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15121	25T232300559	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15122	25T232300593	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15123	25T232300582	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15125	25T232300109	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15126	25T232300614	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15127	25T232300363	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15128	25T232300260	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15129	25T232300439	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15131	25T232300523	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15132	25T232300539	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15133	25T232300565	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15134	25T232300585	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15135	25T232300590	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15136	25T232300605	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15138	25T232300561	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15139	25T232300540	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15140	25T232300532	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15141	25T232300541	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15142	25T232300596	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15178	GUI1001224	monitor	ViewSonic	VE150 17" LCD	PC sale or recycle/waste
15197	MY671D6183	printer	HP	HPC6180 printer/fax/scan	recycle/waste
15220	23T232800525	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15221	92Y3H31	pc	Dell	Precision 340/2800	PC sale or recycle/waste
15222	23T232800506	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15224	J1Y3H31	pc	Dell	Precision 340/2800	PC sale or recycle/waste
15226	23T232800581	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15237	HW1WK31	laptop	Dell	Latitude D600/1700	PC sale or recycle/waste
15248	23T232700030	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15250	1S7KKN33390245	other	InFocus	Projector LP 530	recycle/waste
15272	A212034300023	monitor	ViewSonic	VP201b 20" LCD	PC sale or recycle/waste
15277	23T234501378	monitor	Planar	PL150 15" LCD	PC sale or recycle/waste
15332	2TXJ441	pc	Dell	OptiPlex GX270D P4/3000	PC sale or recycle/waste
15348	MX02Y311-47605-417-D72S	monitor	Dell	1703FP 17" LCD	PC sale or recycle/waste
15353	JS1Z441	pc	Dell	OptiPlex GX270D P4/3000	PC sale or recycle/waste

Tag	Serial Number	Type	Make	Description	Disposition
15354	DT1Z441	pc	Dell	OptiPlex GX270D P4/3000	PC sale or recycle/waste
15422	CNBB000773	printer	HP	Color LaserJet 3700dn	recycle/waste
15427	SCNBGG23240	printer	HP	LaserJet 2300dn	recycle/waste
15537	SUSGNP27132	printer	HP	LaserJet 4200in w/envelope feeder	recycle/waste
15585	MX02Y31147605441ACSM	monitor	Dell	1703FP 17" LCD	PC sale or recycle/waste
15586	8JZ0R41	pc	Dell	OptiPlex GX270 P4/3000	PC sale or recycle/waste
15587	6JZ0R41	pc	Dell	OptiPlex GX270 P4/3000	PC sale or recycle/waste
15588	MX02Y3114760544DDXGR	monitor	Dell	1703FP 17" LCD	PC sale or recycle/waste
15589	MX02Y3114760544DDXEC	monitor	Dell	1703FP 17" LCD	PC sale or recycle/waste
15590	MX02Y31147605441AC9N	monitor	Dell	1703FP 17" LCD	PC sale or recycle/waste
15594	MX02Y3114760544DDXGN	monitor	Dell	1703FP 17" LCD	PC sale or recycle/waste
15596	MX02Y3114760544DDWK6	monitor	Dell	1703FP 17" LCD	PC sale or recycle/waste
15597	MX02Y31147605441AD4Z	monitor	Dell	1703FP 17" LCD	PC sale or recycle/waste
15600	JCL6R41	pc	Dell	OptiPlex GX270 P4/3000	PC sale or recycle/waste
15602	2DL6R41	pc	Dell	OptiPlex GX270 P4/3000	PC sale or recycle/waste
15603	4DL6R41	pc	Dell	OptiPlex GX270 P4/3000	PC sale or recycle/waste
15604	5DL6R41	pc	Dell	OptiPlex GX270 P4/3000	PC sale or recycle/waste
15605	6DL6R41	pc	Dell	OptiPlex X270 P4/3000	PC sale or recycle/waste
15606	8DL6R41	pc	Dell	OptiPlex GX270 P4/3000	PC sale or recycle/waste
15607	9DL6R41	pc	Dell	OptiPlex GX270 P4/3000	PC sale or recycle/waste
15613	SS4302160	scanner	Am. Microsys.	M2000 Keyboard Wedge	recycle/waste
15615	SS4403153	scanner	Am. Microsys.	M2000 Keyboard Wedge	recycle/waste
15617	SS4403155	scanner	Am. Microsys.	M2000 Keyboard Wedge	recycle/waste
15619	SS4403158	scanner	Am. Microsys.	M2000 Keyboard Wedge	recycle/waste
15623	601804	scanner	Fujitsu	M4097D Duplex	recycle/waste
15802	CN-OJ6642-71618-4CD-AC7H	monitor	Dell	1704FPV 17" LCD	PC sale or recycle/waste
15805	CN-OJ6642-71618-4CD-ABJ9	monitor	Dell	1704 FPV 17" LCD	PC sale or recycle/waste
15835	82WZ61	pc	Dell	OptiPlex GX280 P4/3400	PC sale or recycle/waste
15837	42WZ61	pc	Dell	OptiPlex GX280 P4/3400	PC sale or recycle/waste
16023	MY56H3B14X	printer	HP	DeskJet 6122	recycle/waste
16079	C6E525000884	monitor	Planar	PE1700-BK 17" LCD	PC sale or recycle/waste
16532	SG11460884	net	HP	ProCurve Switch 2424M	PC sale or recycle/waste

Tag	Serial Number	Type	Make	Description	Disposition
ROAD/ER & R					
1590	8305105804	Cell	Nokia	Model 5165	recycle/waste
1732	IMEI: 010418005360245	Cell	Nokia	Model 6010	recycle/waste
1734	IMEI: 010418008837090	Cell	Nokia	Model 6010	recycle/waste
1735	IMEI: 010418008798375	Cell	Nokia	Model 6010	recycle/waste
1762	IMEI: 010928006119424	Cell	Nokia	Model 6030	recycle/waste
1766	IMEI: 011081-00-672959-1	Cell	LG	Model CG 225	recycle/waste
1776	IMEI: 359734001249441	Cell	Nokia	Model 6126	recycle/waste
1586	ID024903	Calculator	Sharp Compact	QS-2770A	recycle/waste
1139	6059426	Camera	Pentax	Zoom 90-WR	recycle/waste
954	38 140210	Camera	Ricoh	35mm	recycle/waste
774	none	Locator	Ferro-Trak	Audio Visual Magnetic FT-60	recycle/waste
1352	US74301398	pc	HP	Vectra VL6	PC sale or recycle/waste
1542	US03506442	pc	HP Vectra	Vectra VL600	PC sale or recycle/waste
1505	MH91000602	monitor	Viewsonic	Graphic Series G790	PC sale or recycle/waste
1515	DZ295102429	monitor	Viewsonic	Professional Series PF775	PC sale or recycle/waste
1825	DZ295102427	monitor	Viewsonic	Professional Series PF775	PC sale or recycle/waste

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# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, The County has accumulated a large amount of surplus personal property and space availability is limited; and

WHEREAS, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of county personal property; and,

WHEREAS, the Personal Property Manager has determined that the personal property on Attachment A is not desired by any other County department or office; and,

WHEREAS, all the items listed have an estimated value between \$50 and \$2,000; and,

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete personal property; NOW, THEREFORE

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager, all items included on Attachment A are hereby surplused and

BE IT FURTHER RESOLVED, that the personal property listed in Attachment A shall be sold at public auction on November 1, 2008 by Booker Auction Company; and upon unsuccessful sale of surplus items, shall be disposed of under the terms of the agreement with Booker Auction Company, Attachment B, and,

BE IT FURTHER RESOLVED, that the Chairman of the Board of County Commissioners is hereby authorized to sign the attached "Auction Sale Agreement", Attachment B, authorizing Booker Auction Company to sell the listed equipment at public auction on November 1, 2008, and

BE IT FURTHER RESOLVED, that, upon successful sale of surplused items, the Personal Property Manager shall be authorized to take all action necessary to transfer title of items listed in Attachment A.

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 P. Powell

2008 Surplus List for Booker Auction 11/1/2008

	Vehicle #	Description	VIN # - Serial Number	Title #
1	ER & R	1990 Chev Lumina 4-Door	2G1WL54T9L9291037	9019002001
2	ER & R	1993 Truck Cab & Chassis, Ford LN-8000	1FDYR82E2PVA07430	9305502503
3	ER & R	P/U, 1995 Chev CK10753, 1/2Ton Ext Cab 4x4	1GCEK19H8SE242409	9523503301
4	ER & R	P/U 1998 Dodge 2500, 3/4Ton Reg Cab 4x2	3B7KC26ZXWM256072	9813503309
5	ER & R	Tow Dolly, 1987 DEMCO	15DA101W9HAB00410	9010701904
6	ER & R	Broom, 1945 Homemade Drag Broom (Turkey Tail)	Wn601288133	6120600424
7	Nox Weed	1993 Chev S-10 P/U	1GCDT19Z5P0171272	9912703001
8	H. Svcs	2000 Buick Century	2G4WS52JOY1312600	
9	Sheriff	Ford Taurus	1FALP5246SG309879	9622602912
10	Sheriff	Ford Expedition	1FMPU16L4YLB15577	0002802908
11	Sheriff	Ford CV	2FAFP71W51X165004	0111302806
12	Sheriff	Ford CV	2FAFP71W51X181347	0117803201
13	Sheriff	Ford CV	2FAFP71W61X193829	0120103008
14	Sheriff	Ford CV	2FAFP71W12X145687	0208603206
15	Sheriff	Ford CV	2FAFP71W32X145688	0208603205
16	Sheriff	Ford CV	2FAFP71W62X145684	0208603202
17	Sheriff	Ford CV	2FAHP71W83X193018	0310803009
18	Sheriff	Ford CV	2FAHP71W23X193015	0310803006
19	Sheriff	Ford CV	2FAHP71W93X193013	0310803004
20	Sheriff	Ford CV	2FAHP71W73X193012	0310803003
21	Sheriff	Ford CV	2FAHP71W84X140871	0406303009

Equipment:	Equip No.	Description	Serial #
ER & R	408-B	Asphalt Box, 1993 THERMO-LAY Model PTM 425-120	2233
ER & R	01020	Tire Balancer, Coats Model 650	0590-08-2083
ER & R	01052	Tire Balancer, Coats Model 650	0590-08-1590
ER & R	812	Welder, Linde Wire Feed & Torch	B840-44025
ER & R	814	Welder, Linde Wire Feed & Torch	B87J-65810
ER & R	01324	Battery Charger, Solar 12/24 Volt	na
ER & R	01360	AC Charger, Robinair R134A	na
ER & R	No Tag	Tire Machine, Coats Model 4050A	na
ER & R	No Tag	AC Charger, Econo Charge	na
ER & R	No Tag	Coolant Recycler, Pro-tech	na

Does not work  
Works, Lt Duty

# AUCTION SALE AGREEMENT

It is hereby mutually agreed by and between Booker Auction Co., and Patrick Powell

Benton County Auditor's Office Address P O Box 470, Prosser, WA 99350-0470

Phone (509) 786-5614 Fax (509) 786-5528 Call \_\_\_\_\_ Email \_\_\_\_\_

as owner, in consideration of their several promises set forth, and for value received as follows

1 Booker Auction Company agrees to sell owner's personal property at public auction at the time and place hereinafter stated,

2 Date of Auction \_\_\_\_\_ Location \_\_\_\_\_

4 Owner hereby gives Booker Auction Co. the **EXCLUSIVE RIGHT TO SELL** the following described personal property

Listed Equipment (complete list attached as Exhibit "A") Furthermore, owner agrees that all items listed will be included in the auction and that **NO ITEMS WILL BE SOLD OR OTHERWISE DISPOSED OF PRIOR TO SALE DATE**

5 A Said owner hereby employs Booker Auction Company to conduct said auction, and agrees to pay them therefore a sum equal to 8.00% percent of the gross proceeds of the auction, at a minimum commission of \$5 per lot, payable forthwith after the conclusion of the auction, by the clerk thereof, and from the proceeds thereof Special Conditions UPTO 99999999 0.000 99999999 0.000

B Owner agrees to pay for **THEIR PRO RATA SHARE** of advertising expense **BASED ON GROSS SALES** and the cost of any special equipment and/or materials required to load, haul, organize, conduct, or clean up after said auction, from the proceeds thereof

C Seller shall be responsible for the removal and disposal of items deemed unsafe or non-saleable, and agrees to pay any charges or fees accrued as a result thereof

D Owner warrants that all property to be sold is free and clear of all liens and encumbrances. If not, seller is required to provide the contact information for loan officer(s) of such lending institutions within three (3) days of signature of this Agreement. Seller further hereby authorizes the loan officer/lender of secured collateral to discuss and disclose to Booker Auction Company the lien holder's name, address, account number, and the balance due required paying of each item. Research to acquire non-provided seller information will be billed at cost plus \$50/hour by Booker Auction Company

<u>Lienholder</u>	<u>Address/Telephone</u>	<u>Account No.</u>
		<u>Contract No.</u>

E Owner shall be responsible for any charges or fees accrued to guarantee clear title or to pay off liens on any item sold at auction. Owner gives his consent to Booker Auction Company to pay off any liens, encumbrances, and unpaid current or advance personal property taxes on property sold at auction from the proceeds thereof

F In the event of any dispute on secured or encumbered personal property sold, owner authorizes Booker Auction Company to deduct costs and attorney fees and interplead the balance of the proceeds into the courts

6 Owner authorizes Booker Auction Company to accept cash, personal check, or certified funds made payable to Booker Auction Co. and/or VISA or MASTERCARD bank cards for payment of items sold

A Owner agrees a five percent (5%) purchase premium will be added to the bid price of all items sold, to be countered by a five percent (5%) discount for cash payment made day-of-sale. Booker Auction Co will retain the 5% purchase premium resulting from payments made by credit/debit cards

7 Booker Auction Company acts as an agent only for the owner. Owner shall assume ALL RISK OF LOSS (i.e. theft, fire, vandalism) until such property passes to purchaser. Owner shall at owner's expense defend, indemnify, and hold Booker Auction Co. harmless from all claims, false, fraudulent, and negligent misrepresentation. Booker Auction Co. agrees to pursue all legal means to collect non-paid funds or recover equipment for resale. Owner agrees to cooperate with all collection efforts and participate with any collection costs

8 Owner is notified that there **WILL** be other consignors included in this auction

9 A Owner agrees to accept highest offer or bid received on auction day without reservation

B In the event that owner requires "a reserve price" on any particular item, owner must notify Booker Auction Company of said intent "AT THE TIME OF SIGNING" this contract. A 8,000 (    % "No Sale" fee on the highest bid received will be charged on all "No Sale" items with a \$5 minimum commission. **RESERVE PRICE \$** \_\_\_\_\_

10. Owner agrees to furnish all titles of ownership or copies of titles, on any licensed vehicle being sold by Booker Auction Company at least **TEN DAYS PRIOR** to auction date. **Proceeds from sale of licensed vehicles WILL NOT BE DISBURSED** until Vehicle Certificate of Title, Release of Title Interest, or notarized Affidavit of Lost Title has been delivered to Booker Auction Co.

11 Owner agrees to have said items ready for auction one day prior to contact auction date. In the event said owner elects not to organize and prepare items for auction, owner agrees to pay the costs of moving, cleaning, organizing, and/or needed repairs to ready the items

12 Owner **WILL / WILL NOT** agree to allow Booker Auction Company to bid or to bid on behalf of absentee buyers

13 Booker Auction Company agrees

- A To advertise and promote said auction in a professional manner
- B To assist and advise owner in the order and manner of property organization for auction event
- C To auction or negotiate the highest bid
- D To require positive identification of all purchasers
- E To clerk and cashier sale and to provide seller with a complete printed record upon finalization of sale
- F To furnish seller(s) a complete statement of expense & consignor proceeds within 21 days of sale event, PROVIDED, all certificates of title, liens, leases, and encumbrances have been settled to guarantee clear title of consigned properties

14 This agreement shall be binding upon the heirs, assigns, and successors of interest in the parties hereto. The venue for any action brought to enforce the terms of this agreement shall be in \_\_\_\_\_ County, \_\_\_\_\_

15 Booker Auction Co. is acting solely as agent to the seller and may not be held liable for any accident or injury before, during, or after said auction. Owner(s) agrees to indemnify and hold Booker Auction Co., its agents and employees, harmless from all such claims and shall defend the same at owner's expense

16 Owner(s) shall hereby agree to maintain insurance on all items held for auction until ownership transfers

17 There are no other verbal or written agreements, which could modify or affect this agreement unless attached in writing as Exhibit B and signed by both parties. Similarly, owners warrant that their decision to enter into this agreement is not predicated upon any past or present property evaluation expressed by Auctioneer, either written or verbal

19 Owner(s) hereby certify legal title and authority to sell the above mentioned items at auction and shall provide Auctioneer with corporate resolutions confirming corporation approval if applicable

20 The terms and conditions of this agreement become effective immediately upon signature of both parties and shall include any sale of listed personal property before, during, or within 30 days following said Auction date

21 Facsimile transmissions of any signed original document and retransmission of any signed transmission shall be the same as transmission of any original. At the request of either party, the parties will confirm facsimile transmitted signatures by signing the original document

Company \_\_\_\_\_ Date \_\_\_\_\_ Camille Brooker  
Booker Auction Company By

Owner \_\_\_\_\_ Date \_\_\_\_\_ 10/09/2008  
Date

Consignor 1025



1

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	20-October-2008	Execute Contract	<input type="checkbox"/>
Subject:	Approve Purchase of Wide Format Scanner	Pass Resolution	<input checked="" type="checkbox"/>
		Pass Ordinance	<input type="checkbox"/>
Prepared By:	J. Randall Reid	Pass Motion	<input type="checkbox"/>
Reviewed By:	Loretta Smith-Kelty	Other	<input type="checkbox"/>
		Consent Agenda	<input checked="" type="checkbox"/>
		Public Hearing	<input type="checkbox"/>
		1 <sup>st</sup> Discussion	<input type="checkbox"/>
		2 <sup>nd</sup> Discussion	<input type="checkbox"/>
		Other	<input type="checkbox"/>

**BACKGROUND INFORMATION**

The wide format scanner currently used by the GIS department was originally purchased when that department was part of Public Works. The scanner is not longer a supported model and needs to be replaced. As part of the 2008 budget, the Board approved the purchase of a new scanner that would become part of the county Computer Replacement fund.

**SUMMARY**

Attached is a resolution authorizing the purchase of a wide format scanner for the GIS department.

**RECOMMENDATION**

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

2<sup>nd</sup>

**FISCAL IMPACT**

None. Included in the 2008 budget.

**MOTION**

6

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SELECTING A VENDOR FOR THE PURCHASE OF A WIDE FORMAT SCANNER.

WHEREAS, resolution 08-132 requires authorization by the Board of County Commissioners for purchases between \$5,000 and \$25,000; and

WHEREAS, the adopted 2008 budget included the purchase of a wide format scanner for the GIS Department; and

WHEREAS, three (3) vendors on the Benton County Vendor List responded to a request for quote for one Graphtec IS210 Pro LC wide format scanner as follows:

EBS & Vectors Plus	11106 Northrop Way Bellevue WA 98004	\$11,595
Image Source, Inc.	612 Fifth Avenue SW Olympia WA 98501	\$9,350
Palisades Research	869 Via de la Paz Pacific Palisades CA 90272	\$9,924

of which Image Source, Inc. was the lowest quote; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase one Graphtec IS210 Pro LC wide format scanner from Image Source, Inc., for the amount of \$9,350 plus tax; and

BE IT FURTHER RESOLVED, that the total purchases with this award are not to exceed \$9,500 plus tax.

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

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

\_\_\_\_\_  
Member

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

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

REID

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
<b>Meeting Date: 20 Oct 2008</b> <b>Subject: blanket contract</b> <b>Memo Date: 13 Oct 2008</b> <b>Prepared By: AJF</b> <b>Reviewed By: LSK</b>	<b>Execute Contract X</b> <b>Pass Resolution</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>Other</b>	<b>Consent Agenda X</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

## **SUMMARY & BACKGROUND**

Because we are using federal money, passed through the State (WSDOT), we are being required to do a basic cultural resources survey and assessment of the Horse Heaven Vista site for our Parks project. This will require both library and field work. The Public Works Department recommended the firm of Reiss-Landreau (Yakima) for this work, and I have worked-out a "blanket contract" (\$10,000 cap) with them. I am 90% sure that I will need this type of work done again in the near future at the shooting facility, so this is the motivation for the blanket contract (as opposed to separate contracts each time).

The Public Works Department has separately used Reiss-Landreau in the past, with good results.

The Prosecutor has approved the contract to form.

Reiss-Landreau is able to start on Horse Heaven Vista immediately.

## **FISCAL IMPACT**

None directly from this blanket contract. Individual projects will have their own workscopes and costs associated with them. The first cultural resources survey – for Horse Heaven Vista – has a scope of work and a cost of \$2800, which will be paid from the Park Development Fund. A second project this fall will likely be at the Rattlesnake Mountain Shooting Facility and will be slightly larger in area.

# # #

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN PERSONAL SERVICES AGREEMENT WITH THE  
REISS-LANDREAU RESEARCH

**WHEREAS**, certain types of actions and developments undertaken by Benton County on certain public lands require survey and assessment of possible cultural, historical, and/or archaeological resources; and,

**WHEREAS**, Benton County desires to have a qualified contractor available for such projects; and,

**WHEREAS**, "Reiss-Landreau Research" of 1103 South 32nd Avenue, in Yakima, Washington is a qualified contractor in this field; **NOW THEREFORE**,

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Personal Services Agreement between Benton County and Reiss-Landreau Research.

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

orig: BOCC file  
cc: Auditor, Prosecutor (Ozuna), Sustainable Development, Reiss-Landreau Research

Prepared by: A.J. Fyall

**PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Christopher Landreau, dba Reiss-Landreau Research** with its principal offices at 1103 S 32<sup>nd</sup> Ave, Yakima, WA 98907 (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of these terms and conditions and the following:

- a. **Exhibit A, Contractor's Rate Sheet**

**2. DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by both parties, and shall expire on December 31, 2009 with an option to extend the contract term for two (2) additional one (1) year periods. Price rates are subject to change for each calendar year. Price adjustments and extensions of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide "as needed" archaeological consulting services for all Benton County locations, structures and premises in accordance with Exhibit "A" attached hereto.

In the event that requested work encompasses work that

is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Individual jobs or work orders for general maintenance repair services shall be initiated by the COUNTY representative or his designee by way of a telephone call. Prior to commencing work on any given project, CONTRACTOR shall provide COUNTY with a written estimate describing the hours of labor involved, the category of labor required, and the parts needed including prices thereof. Thereafter, upon completion of services, Contractor shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee. Unless otherwise previously authorized by COUNTY, CONTRACTOR shall not deviate from the estimate provided prior to commencing work.

- b. The COUNTY does not guarantee utilization of this contract. The COUNTY may award contracts to other vendors for similar services. Actual utilization will be based on availability or any other factor deemed important to the COUNTY.
- c. The CONTRACTOR shall perform the work specified in the Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The

CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

- f. Individual projects shall be initiated by COUNTY's representative and no work shall be commenced until CONTRACTOR has provided a proposal for the project including the estimated price thereto and written notice to proceed has been provided.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: **Chris Landreau**  
PO Box 2215  
Yakima, WA 98907  
(509) 952-5130
- b. For COUNTY: **Adam Fyall**  
7122 W Okanogan Place, Bldg A  
Kennewick, WA 99336  
(509) 736-2708

5. COMPENSATION

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

- a. The CONTRACTOR shall be paid for general archaeology and historic preservation consulting services in accordance with the price rates provided in Exhibit A attached hereto. The total amount payable by the COUNTY to the CONTRACTOR under this agreement is not to exceed eight thousand dollars and zero cents (\$8,000.00) including W.S.S.T. CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of the total approved payable amount, and that total billings will

not exceed the total approved payable amount. CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to COUNTY pursuant to the general maintenance repair services portion of this contract reaches 80% of the total approved payable amount so that approval and budgeting for additional payable amounts may be obtained if appropriate. Any dollar amount above the maximum payable amount will only be approved with an amendment to this contract.

- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month per project during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided for in this Contract or any

exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

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

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions in the performance of this Contract. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or

anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. 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.

- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

## 8. INSURANCE

- a. **Professional Legal Liability:** The CONTRACTOR, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing,

monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract. CONTRACTOR is required to buy professional liability insurance for a period of 36 months after completion of this Contract, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy.

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

d. **Other Insurance Provisions:**

- (1) The COUNTY, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.
- (2) The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
- (4) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or

suit is brought, except with respect to the limits of the insurer's liability.

- (5) The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- (6) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
- (7) The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Contract.

e. **Verification of Coverage and Acceptability of Insurers:** All insurance required under this CONTRACT shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

- (1) The CONTRACTOR shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or 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.

- (2) The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the COUNTY as an additional insured.
- (3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Contract Representative.
- (4) 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.
- (5) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:  
  
Risk Manager  
Benton County Justice Center  
7122 W. Okanogan Place  
Kennewick, WA 99336
- (6) The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County

Risk Manager.

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

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the

COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

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

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [Five] of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe

benefits, or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

**13. COMPLIANCE WITH LAWS**

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

**14. INSPECTION OF BOOKS AND RECORDS**

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

**15. NONDISCRIMINATION**

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

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. All design work done by the CONTRACTOR shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the end of the job. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.
- c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Differences between the CONTRACTOR and the COUNTY, arising

under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

**19. CONFIDENTIALITY**

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

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

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

**21. SUCCESSORS AND ASSIGNS**

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

**22. SEVERABILITY**

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

**23. ENTIRE AGREEMENT**

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

**24. NOTICES**

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

The parties to this Contract have executed this Contract to take effect as of the date written below.

**BENTON COUNTY**

**Chris Landreau dba  
REISS-LANDREAU RESEARCH**

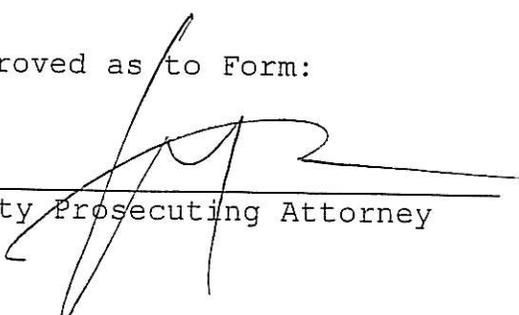
\_\_\_\_\_  
**Claude Oliver, Chairman  
Benton County Board of Commissioners**

\_\_\_\_\_  
**Chris Landreau**

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

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

Approved as to Form:

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

REISS-LANDREAU RESEARCH  
**Archaeology and Historic Preservation Consulting**  
PO Box 2215 Yakima WA. 98907 Phone/Fax (509) 952-5130, 498-9818  
[chrislandreau@charter.net](mailto:chrislandreau@charter.net)

Reiss-Landreau Research Project Cost Schedule:

Field:

Principal Investigator	\$70 per Hour
Field Supervisor/ Administration	\$45 per Hour
Archaeological Technicians	\$25 per Hour

Research and Report Production cost:	\$70 per hour
Mileage	\$0.505 per Mile
Per Diem if necessary	\$150 per day

R E S O L U T I O N

f

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD FUNDS RE: TRANSFER OF FUNDS WITHIN THE COUNTY ROAD FUND 0101-101

BE IT RESOLVED by the Board of Benton County Commissioners that funds be transferred between line items as defined in Exhibit A attached hereto.

Dated this 20th day of October 2008.

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

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

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

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

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

RBD:LJM:dlh



Exhibit A  
Page 2 of 2  
October 20, 2008

(1) To transfer \$42,500 from the Construction Function 595.400.4900 (Miscellaneous/Contracts) to 588.000.5200 (Intergovernmental Payments) to purchase Federal STP (Rural) funds from City of Prosser to be expended on the Webber Canyon Road project.

There is no adverse affect on the Construction Function of the Road Fund.

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

9

## RESOLUTION

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

IN THE MATTER OF COUNTY ROADS RE: THE VACATION AND  
ABANDONMENT OF UNIMPROVED ROAD RIGHT OF WAY OF JERICO  
COURT, CE 1912 VAC, IN SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST,  
W.M.

WHEREAS, Resolution No. 08-794 dated September 22, 2008 scheduled a public hearing for October 13, 2008 to consider the request of Kurk Watts and others to vacate the following described right of way within Benton County:

All that portion of the Northerly extension of Jericho Court lying Southerly of I-182, more particularly described as follows:

A 60.00 feet wide right of way lying between Lots 3 and 4, of Block 3, of the Plat of Badger Heights Subdivision, and lying North of maintained right of way of Jericho Court and South of the south right of way of I-182, located in Section 22, Township 9 North, Range 28 East, W.M. and filed under Volume 5 of Plats, Page 11, records of Benton County; and

WHEREAS, the County Engineer reported that the right of way was granted to Benton County by a recording of the Plat of Badger Heights Subdivision, and Jericho Court was part of the turn back that Benton County received when I-182 was constructed by the Washington State Department of Transportation; that the right of way is not the sole legal access to one separate parcel of land; and it is his opinion that it is not advisable to retain the right of way for the road system of the future and the public will be benefited by the vacation and abandonment of the right of way, and

WHEREAS, Benton County Public Works received a request by Verizon that an easement be retained as follows:

The North 10 feet and the East 10 feet of the 60.00 feet wide right of way lying between Lots 3 and 4, of Block 3, of the Plat of Badger Heights Subdivision, and lying North of maintained right of way of Jericho Court and South of the South right of way of I-182, located in Section 22, Township 9 North, Range 28 East, W.M. and filed under Volume 5 of Plats, Page 11, records of Benton County; and

WHEREAS, and there being no further testimony forthcoming, the Board closed the hearing and finds as follows:

1. Notice of public hearing was given as provided by statute;
2. The subject right of way is an unimproved and unmaintained right of way;
3. The right of way is not the sole legal access to any separate parcel;
4. The vacation be subject to a utility easement to be retained as follows:

The North 10 feet and the East 10 feet of the 60.00 feet wide right of way lying between Lots 3 and 4, of Block 3, of the Plat of Badger Heights Subdivision, and lying North of maintained right of way of Jericho Court and South of the South right of way of I-182, located in Section 22, Township 9 North, Range 28 East, W.M. and filed under Volume 5 of Plats, Page 11, records of Benton County; and

5. The public will be benefited by the vacation and abandonment of the subject right of way and it does not appear to be in the public interest to preserve the subject right of way for the County Road System of the future; NOW, THEREFORE

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

A 60.00 feet wide right of way lying between Lots 3 and 4 of the Plat of Badger Heights Subdivision, and lying North of maintained right of way of Jericho Court and South of the south right of way of I-182, located in Section 22, Township 9 North, Range 28 East, W.M. and filed under Volume 5 of Plats, Page 11, records of Benton County; and a utility easement be retained as follows:

The North 10 feet and the East 10 feet of the 60.00 feet wide right of way lying between Lots 3 and 4 of the Plat of Badger Heights Subdivision, and lying North of maintained right of way of Jericho Court and South of the south right of way of I-182, located in Section 22, Township 9 North, Range 28 East, W.M. and filed under Volume 5 of Plats, Page 11, records of Benton County; and

Dated this 20th day of October, 2008.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

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

RBD:LSS

BENTON COUNTY  
KENNEWICK  
BENTON CITY  
WEST RICHLAND  
RICHLAND

ROAD DEPARTMENT

UNIMPROVED  
RIGHT OF WAY IN  
BADGER HEIGHTS  
SUBDIVISION-  
JERICHO COURT

CE 1912 VAC

PREPARED UNDER  
THE DIRECTION OF  
& APPROVED BY:



BENTON COUNTY  
ENGINEER  
DATE: 9/18/01

CALL TWO WORKING D.D.Y.S  
BEFORE YOU DIG  
1-800-434-8855

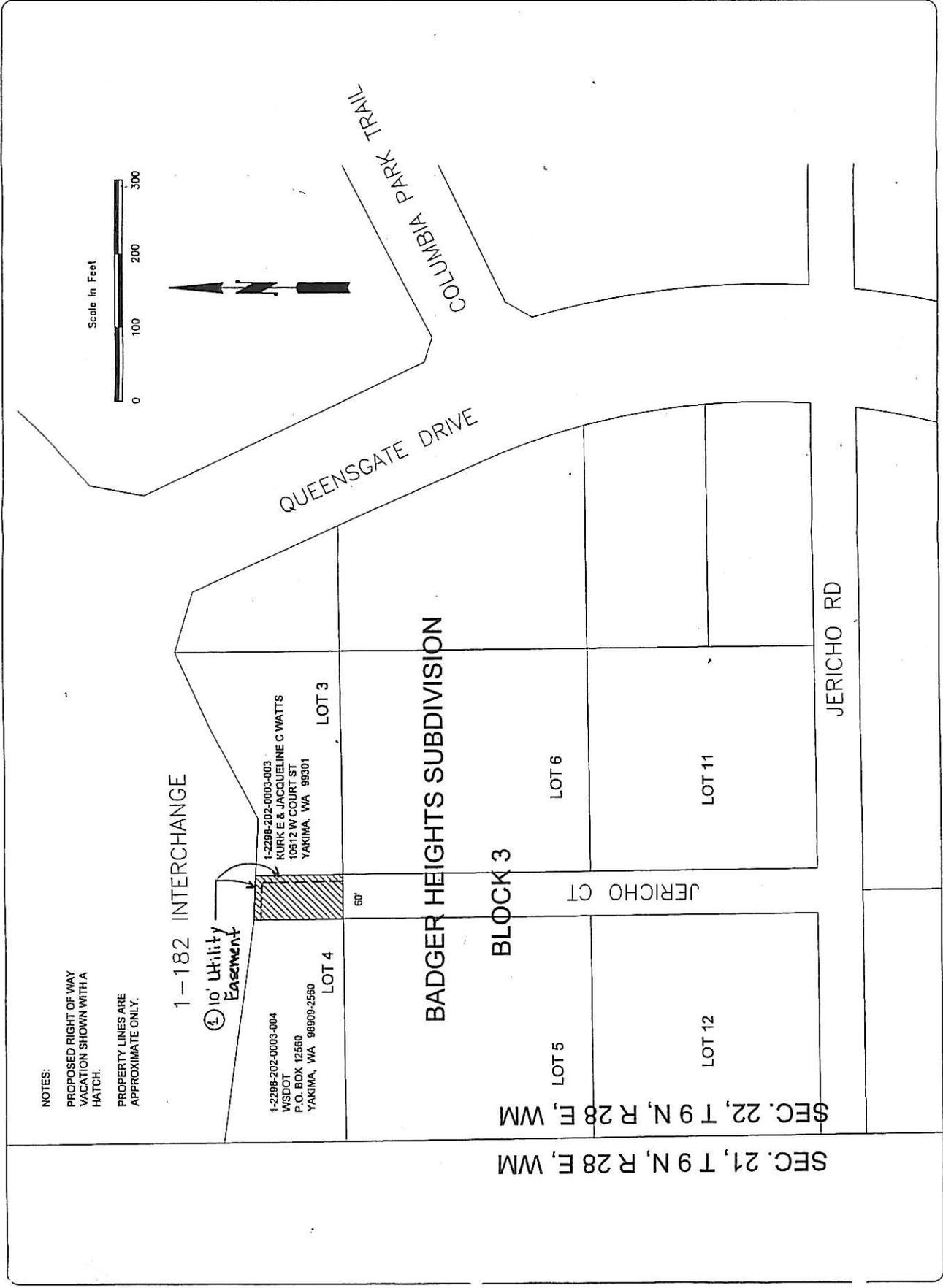
ALL UNDERGROUND UTILITIES AND STRUCTURES  
SHOWN ARE APPROXIMATE. THE CONTRACTOR  
IS RESPONSIBLE TO FIELD VERIFY EXISTING  
UTILITIES AND STRUCTURES BEFORE ANY  
CONSTRUCTION. NOTIFY ENGINEER FOR RESOLUTION  
OF CONFLICTS.

DR'N:	L.S.S.
DATE:	SEPT 16, 2008
SCALE:	SEE BAR SCALE
REVISION:	1. 10' Utility Easement 10-13-08, 1:25:01

PLAN SHEET

SHEET 1 OF 1

V-177



NOTES:  
PROPOSED RIGHT OF WAY  
VACATION SHOWN WITH A  
HATCH.  
PROPERTY LINES ARE  
APPROXIMATE ONLY.

1-2298-202-0003-004  
WSDOT  
P.O. BOX 12560  
YAKIMA, WA 98909-2560

1-2298-202-0003-003  
KURK E & JACQUELINE C WATTS  
10512 W COURT ST  
YAKIMA, WA 99301

1-182 INTERCHANGE

10' Utility Easement

60'

BADGER HEIGHTS SUBDIVISION

BLOCK 3

LOT 5

LOT 6

LOT 3

LOT 4

LOT 12

LOT 11

JERICHO CT

JERICHO RD

QUEENSGATE DRIVE

COLUMBIA PARK TRAIL

Scale in Feet



SEC. 21, T 9 N, R 28 E, WM

SEC. 22, T 9 N, R 28 E, WM

BENTON COUNTY  
SALARY REQUEST STATEMENT

h

REASON FOR REQUEST See attached

POSITION Deputy

Scott Monds

NAME OF AFFECTED EMPLOYEE/CANDIDATE

APPROVED _____
DENIED _____
CHAIRMAN _____
MEMBER _____
MEMBER _____
DATE _____

EFFECTIVE DATE 10/01/08

OFFICE/DEPARTMENT Sheriff Patrol

SALARY FROM SA<sup>08</sup> 3829 TO 4<sup>08</sup> 4,183

[Signature] 10-13-08  
EFFECTED OFFICIAL/DEPARTMENT DIRECTOR  
DATE

BACKGROUND INFORMATION (Attach documentation; organizational chart, application, contract language, budgetary approval, appraisal, Resolution, etc.)

BASIS: see Attachment A

FISCAL IMPACT AND REVIEW

FIRST YEAR IMPACT: \_\_\_\_\_

AGGREGATE IMPACT: \_\_\_\_\_

Attach the Employment Opportunity, if applicable, and Classification Description document(s). State how this individual meets or exceeds the criteria listed in these documents.

List names of other employees who hold the same classification. Include grade, step, and salary.

White--Personnel BCPERS 0014/95	Yellow--Payroll	Pink--Commissioners	Goldenrod--Department
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## ATTACHMENT A

### BACKGROUND INFORMATION

Scott Monds has accepted a position as a Deputy with the Benton County Sheriff's Office effective October 1, 2008. Scott was selected from a list of certified lateral candidates that was certified via the Benton County Civil Service Commission.

We are requesting an upgrade from the entry-level salary of a Grade 5A (\$3,829) to Grade 4 (\$4,183). This request is based on Scott's previous experience as a Deputy at the Flathead County, MO Sheriff's Office from January 2007 until employment by our office. Mr. Monds is a graduate from Montana Law Enforcement Academy.

The staff agrees Mr. Monds law enforcement experience and training will be an asset to the Benton County Sheriff's Office.

We appreciate your consideration of this upgrade.

## BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	<b>Type of Action</b>			
MEETING DATE: 10/20/08	Execute Contract		CONSENT AGENDA	X
SUBJECT: <u>Rescind Resolution</u>	Pass Resolution	<u>X</u>	PUBLIC HEARING	_____
<u>08-814</u>	Pass Ordinance	_____	1 <sup>ST</sup> DISCUSSION	_____
	Pass Motion	_____	2 <sup>ND</sup> DISCUSSION	_____
Prepared By: <u>Pat Austin</u>	Other	_____	OTHER	_____
Reviewed By: _____	Approve for Hearing	_____		_____

### BACKGROUND INFORMATION

Superior Court is requesting to rescind Resolution 08-814 in the matter of leasing two (2) copiers for the Benton County Superior Court Administrator's Administrative Office and Family Court Services Office at the Benton County Justice Center in Kennewick, WA.

A new resolution and contract has been submitted for review and approval by the Board on the 10/20/08 agenda replacing 08-814.

### SUMMARY

See above.

### RECOMMENDATION

Approve resolution.

### FISCAL IMPACT

No impact at this time.

### MOTION

I move to approve Bi-County Resolution No. \_\_\_\_\_ in the matter rescinding Benton County Resolution No. 08-814 in the matter of leasing two (2) copiers for the Benton County Superior Court Administrator's Administrative Office and Family Court Services Office at the Benton County Justice Center in Kennewick, Washington.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF RESCINDING BENTON COUNTY RESOLUTION NO. 08-814 IN THE MATTER OF LEASING TWO (2) COPIERS FOR THE BENTON COUNTY SUPERIOR COURT ADMINISTRATOR'S ADMINISTRATIVE OFFICE AND FAMILY COURT SERVICES OFFICE AT THE BENTON COUNTY JUSTICE CENTER IN KENNEWICK, WASHINGTON.

WHEREAS, Benton County Resolution No. 08-814 in the matter of leasing two (2) copiers must be rescinded, NOW THEREFORE,

BE IT HEREBY RESOLVED that Benton County Resolution No. 08-814 is hereby rescinded.

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

BENTON COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Claude Oliver, Chairperson

\_\_\_\_\_  
Max Benitz, Member

\_\_\_\_\_  
Leo Bowman, Member

ATTEST:

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

## BENTON COUNTY AGENDA ITEM

j

AGENDA ITEM: _____	Type of Action			
MEETING DATE: 10/20/08	Execute Contract		CONSENT AGENDA	X
SUBJECT: Copier Lease	Pass Resolution	X	PUBLIC HEARING	_____
_____	Pass Ordinance	_____	1 <sup>ST</sup> DISCUSSION	_____
_____	Pass Motion	_____	2 <sup>ND</sup> DISCUSSION	_____
Prepared By: Pat Austin	Other	_____	OTHER	_____
Reviewed By: _____	Approve for Hearing	_____		_____

**BACKGROUND INFORMATION**

Superior Court currently has two copiers of which the leases are to expire in October, 2008. Two new Ricoh copiers have been identified as replacements under the State of Washington Contract and a lease with Pacific Office Automation, Kennewick, WA, a Ricoh distributor, based on the State Contract terms is attached for signature.

**SUMMARY**

See above.

**RECOMMENDATION**

Approve resolution.

**FISCAL IMPACT**

No impact at this time.

**MOTION**

I move to approve Bi-County Resolution No. \_\_\_\_\_ in the matter of leasing (2) copiers for the Benton County Superior Court Administrator's Administrative Office and Family Court Services Office at the Benton County Justice Center in Kennewick, Washington.

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

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

**IN THE MATTER OF LEASING TWO (2) COPIERS FOR THE BENTON COUNTY SUPERIOR COURT ADMINISTRATOR'S ADMINISTRATIVE OFFICE AND FAMILY COURT SERVICES OFFICE AT THE BENTON COUNTY JUSTICE CENTER IN KENNEWICK, WASHINGTON.**

**WHEREAS**, the Benton County Superior Court requires the use of two (2) copiers on a lease basis; and,

**WHEREAS**, RCW 39.34.030 permits, by its operation, Benton County to utilize contracts awarded by the Washington State Department of General Administration pursuant to its purchasing co-op, of which Benton County is a member; and,

**WHEREAS**, the State General Administration Purchasing Co-op has awarded copier lease contracts to numerous manufacturers, including Ricoh Corporation, a new Jersey Corporation, and has negotiated extremely favorable lease terms for such copier lease contracts; and,

**WHEREAS**, the Benton County Superior Court finds that its interests are best served by entering into a lease of two (2) Ricoh MP 5000SPF copiers and accessories pursuant to the lease contract with Pacific Office Automation, a state approved Ricoh distributor, based on the state contract terms; and

**NOW THEREFORE, BE IT RESOLVED** that the Board of Benton County Commissioners hereby authorizes the lease of two (2) copiers from Ricoh Corporation by and through Pacific Office Automation, 7913 W. Grandridge Blvd., Kennewick, WA, 99336, a state approved Ricoh distributor as described above, for the use of the Benton County Superior Court.

**BE IT FURTHER RESOLVED** that the Chairman of the Board of County Commissioners is hereby authorized to sign the attached Lease Agreement with Pacific Office Automation, a Ricoh Corporation distributor, in order to effectuate this lease.

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



# PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company

## EQUIPMENT CONTRACT

No. \_\_\_\_\_

BENTON CO. SUPERIOR CT. ADMIN

SAME

NAME  
S 7122 W OKANOGAN PL. BLDG A  
BILLING ADDRESS  
L KENNEWICK WA 99336  
D CITY STATE ZIP  
( 509)736-3071  
TELEPHONE  
O PAT AUSTIN  
ATTENTION

NAME  
S  
H SHIPPING ADDRESS  
I  
P CITY STATE ZIP  
( )  
TELEPHONE  
O  
KEY OPERATOR

ORDER DATE		PO#		ORDERED BY		SOLD BY	
10/15/2008						J.FREEMAN	
QTY.	ITEM #	TYPE	DESCRIPTION			UNIT PRICE	TOTAL
2		NEW	RICOH AFICIO MP 5000 SPF			LEASE	
			- COPY, PRINT, SCAN AND FAX CAPABILITIES				
			- DOCUMENT FEEDER				
			- LARGE CAPACITY PAPER BANK				
			- STAPLE FINISHER				
			- POWER FILTER				
TO BE LEASED AT \$ 501.16 PER MONTH FOR 60 MONTHS						SECURITY DEPOSIT	
COPY KIT / SERVICE _____ COPIES OR _____ YEAR(S), WHICHEVER COMES FIRST.							
AGREEMENT: FROM DATE _____ METER _____, TO DATE _____ METER _____							
NETWORK SUPPORT CONTRACT*, _____ HOURS OR _____ MONTH(S), WHICHEVER COMES FIRST.							
<small>*See POA Representative for terms and conditions.</small>							
CONDITIONS OF SALE, CONTINGENCIES OR COMMENTS BLACK AND WHITE COPIES TO BE BILLED						SUB-TOTAL	
MONTHLY IN ARREARS AT .0066 PER PAGE. ALL PARTS, LABOR AND SUPPLIES						DELIVERY	
(EXCEPT PAPER AND STAPLES) INCLUDED FOR THE FULL TERM OF THE LEASE.						NETWORK INSTALLATION	5200.00
DELIVERY, CONNECTED INSTALL AND TRAINING INCLUDED.						POWER FILTER	
*POA WILL PAY THE REMAINDER DUE ON EXISTING LEASE AND SHIP BACK						TAXES	
CURRENT MACHINES TO THE RESPECTIVE LEASE COMPANY.						TOTAL	
						LESS DEPOSIT	
						BALANCE	

By signing this Contract, Customer acknowledges and agrees: (a) this Contract is NON-CANCELABLE; (b) all terms and conditions on the reverse side are an integral part of this Contract; (c) to fully understand all terms and conditions stated herein; and (d) this Contract is the entire agreement between Customer and Pacific Office Automation relating to the equipment and services described herein, and can be changed only by written agreement signed by both parties.

### CUSTOMER AUTHORIZATION

### APPROVED BY PACIFIC OFFICE AUTOMATION

\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
TITLE DATE

\_\_\_\_\_  
BY  
\_\_\_\_\_  
TITLE DATE

# 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 786-5624

October 15, 2008

Board of Benton County Commissioners  
Benton County Courthouse  
Prosser, WA 99350

RE: Proposed C.R.I.D. #20

Commissioners:

As per Resolution #08-806, dated September 29, 2008, the following report is offered.

When the date of the Public Hearing was set, the petition for the formation of County Road Improvement District (C.R.I.D.) #20, for the roads, now known as Wisser Parkway, Wisser Loop and Cottonwood Creek Blvd., contained signatures representing 91.80% of the ownership by area and 94.28% by road front footage.

The petitioners have requested that the roads be constructed to County standards and the utilities (water, sewer, irrigation, telephone, power and television) be installed and included in the cost of the C.R.I.D. Wisser Parkway is the main road and connects Badger Road to Cottonwood Drive. The length of the project is approximately 1.2 miles and the preliminary estimated cost of the road is \$2,252,000.00.

All landowners were notified by letters of the date of the Public Hearing, their estimated assessment and the method to add their name to or withdraw their name from the petition. No requests have been received from any landowners wishing to add their names to or withdraw from the petition. The RCWs require that the petition contain a majority by both area and front footage to be a valid petition. As of the writing of this report, we have a valid petition. Should the percentages change, notification will be given at the Board meeting.

The landowners have until 5:00 p.m., Friday, October 17, 2008 to either join or withdraw from the petition.

After receiving the petition, we spoke with bond counsel regarding the installation of the utilities and inclusion of the cost as a part of the C.R.I.D. We were informed that because the utilities are not owned by a governmental agency the cost to install those utilities could not be included in the cost of the C.R.I.D. When we removed the utilities from consideration, the estimate is reduced to approximately \$1,720,000.00.

This office would provide a recommendation for approval of the proposed C.R.I.D.

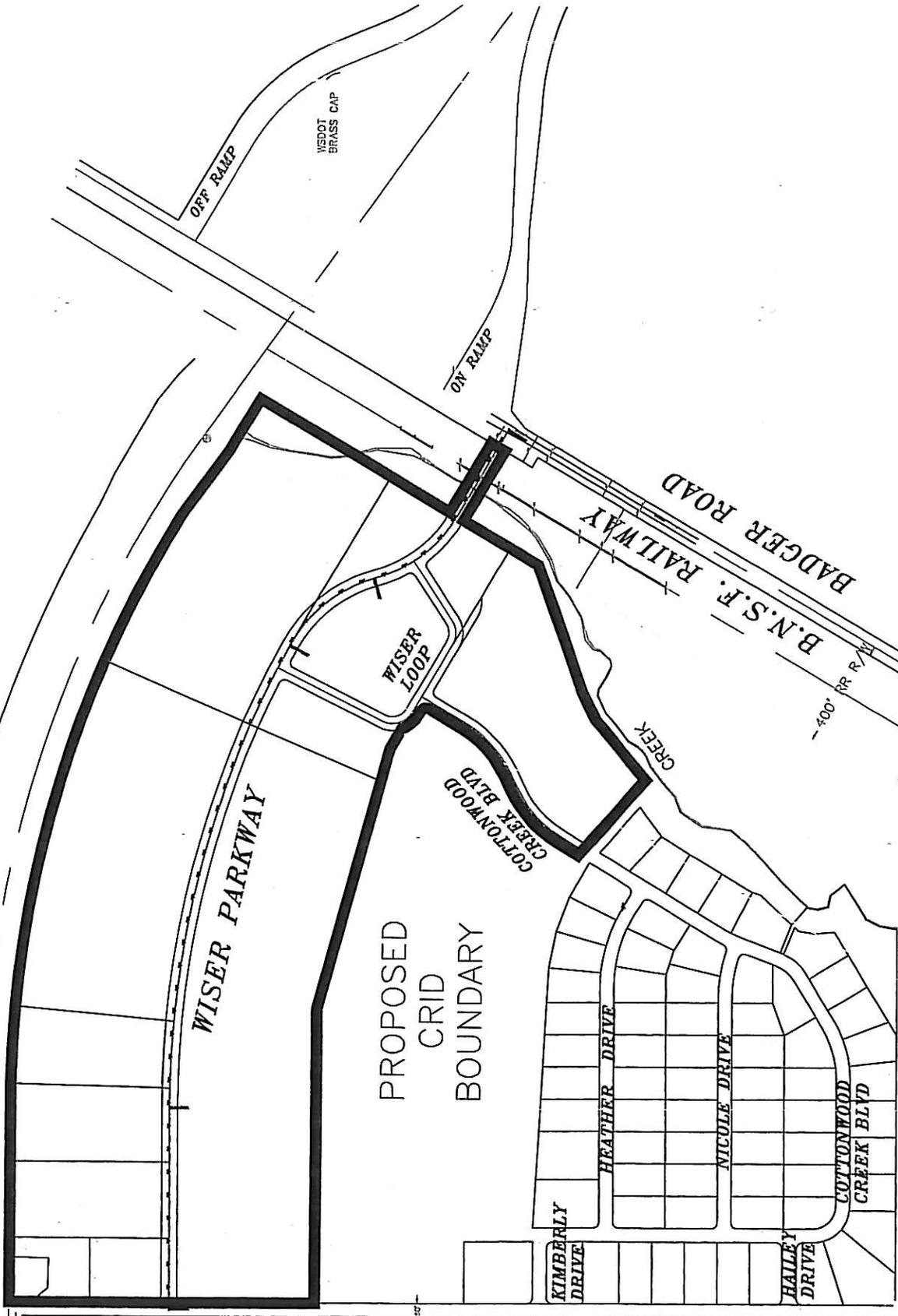
Sincerely,

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

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

I-82

SAGEBRUSH DRIVE  
BRIDGE  
SPIKE



NOT TIED  
POSITION FROM  
RECORD

9:20

**Planning  
Commission  
Record  
for  
CPA 08-01  
Wayne  
Penttila**

Board of County Commissioners  
EXHIBITS FOR CPA 08-01

**EXHIBITS INCLUDED IN STAFF MEMO**

- Exhibit A Staff Memo dated October 13, 2008
- Exhibit B Planning Commission Findings
- Exhibit C Planning Commission Minutes from July 15, 2008
- Exhibit D Planning Commission Minutes from August 19, 2008
- Exhibit E Planning Commission Record that includes:
  - Exhibit 1 Staff Memo dated July 7, 2008
  - Exhibit 2 Application for CPA 08-01 dated November 20, 2007
  - Exhibit 3 Planning Commission Legal Notice
  - Exhibit 4 Site Map
  - Exhibit 5 Vicinity Map
  - Exhibit 6 page 7-4 of the Economic Development Element, and Strategy #6 in Table 4.0, of the Land Use Element
  - Exhibit 7 Determination of Non Significance and site map issued April 17, 2008
  - Exhibit 8 Environmental Checklist dated November 20, 2007
  - Exhibit 9 Letter from the Benton Franklin Health District dated April 14, 2008
  - Exhibit 10 Letter from Benton County Public Works dated May 1, 2008
  - Exhibit 11 Letter from the Department,of Ecology dated May 1, 2008
  - Exhibit 12 Faxed Letter from Kennewick General Hosp. (KGH) dated 7-15-08
  - Exhibit 13 Letter from C.R. Barnes, KGH dated 7-28-08
  - Exhibit 14 Staff Memo dated August 5, 2008
  - Exhibit 15 Staff Memo dated September 5, 2008

<b>AGENDA ITEM:</b> <b>MTG. DATE:</b> October 20, 2008 <b>SUBJECT:</b> 2008 Comprehensive Plan Annual Amendment Process <b>MEMO DATE:</b> October 13, 2008 <b>Prepared By:</b> Susan M. Walker <b>Reviewed By:</b> Michael Shuttleworth	<b><u>TYPE OF ACTION NEEDED</u></b> Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion <b>WORKSHOP</b> X
	X	File No. <u>CPA 08-01</u> Date <u>10-14-08</u> Staff Exhibit No. <u>A</u> Pro. Exhibit No. _____ Opp. Exhibit No. _____ Received by <u>ajh</u>

**BACKGROUND INFORMATION**

Washington State planning law requires continuing review and evaluation of comprehensive plans pursuant to RCW 36.70A.130(1) with revisions and amendments to the Comprehensive Plan considered by the county no more frequently than once every year (RCW 36.70A.130(2)(a)). The 2008 amendment process also included the every five-year review of the cities urban growth areas. Proposed Amendments can have several origins. Amendments can be proposed "in-house" by the Planning Commission, the Board of Commissioners, and Planning Director, or 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. The final two amendment proposals reviewed during the 2008 amendment cycle are shown in the "Summary" as files CPA 07-02 and CPA 08-01. The Planning Commission held public hearings on the proposed amendments July 15<sup>th</sup>, August 19<sup>th</sup> and September 16<sup>th</sup>, 2008. A copy of the Staff Review and Recommendation and Findings of Fact for these proposals is attached.

**SUMMARY**

**File CPA 07-02**, A proposal by John Sullins, to change the land use designation from Rural Lands Five (5) to Rural Lands One (1) on approximately 1,120 acres southwest of the I-82 Interchange and Badger Road. The parcels are located in T.8N., Range 28E, W.M., in Sections 11 & 14 lying northwest of the BNSF railroad right of way, and that portion of Section 15 north of the railroad right of way, the east half of Section 10 south of I-82, and the southwest quarter of Section 10.

**File CPA 08-01**, A proposal by Wayne Penttila, to change the existing land use designation on his property from Heavy Industrial to Rural Lands 5 Acre (RL-5), on seven parcels, approximately 200 acres located in Sections 6, 7 & 8 of T.7N., Range 31 E.W.M., also known as Hover Industrial Park.

**RECOMMENDATION**

After receiving public testimony and reviewing the Planning Staff recommendations along with other information received, the Planning Commission voted to approve with modifications CPA 07-02, a proposal by John Sullins to change the density from Rural Lands Five (5) to Rural Lands Two and a Half (2.5) as an alternative mitigation to his request for Rural Lands One (1); and voted to deny CPA 08-01, Wayne Penttila's amendment request to change his property from Heavy Industrial to Rural Lands Five (5) acres. Following today's workshop, we have scheduled a public hearing with the Board of Commissioners for November 10<sup>th</sup>, for all 2008 amendment proposals.

**FISCAL IMPACT**

The inclusion of these amendments into the Comprehensive Plan does not require or guarantee future funding by the County.

**MOTION**      None necessary.

File No. CPA08-01  
Date 10-14-08  
Staff Exhibit No. B  
Pro. Exhibit No. \_\_\_\_\_  
Opp. Exhibit No. \_\_\_\_\_  
Received by djh

RECOMMENDATION OF THE  
BENTON COUNTY PLANNING COMMISSION

RE: Proposal change the Land Use  
Designation from Heavy Industrial to  
Rural Lands Five (5) in Section 5, 6, 7 & 8,  
Township 7 North, Range 31 East, W.M.

File No. **CPA 08-01**  
RECOMMENDATION, FINDINGS OF FACT

**PROPOSAL**

**CPA: 08-01** - A proposal by Wayne Penttila and Chuck Barnes of Kennewick General Hospital (KGH) Properties, (a letter requesting removal of KGH parcels from the application was received 7/28/08 and so granted by the Planning Commission) for an area known as Hover Industrial Park, to change the existing land use designation of Heavy Industrial (HI) to the designation of Rural Lands 5 Acre (RL-5), on eight parcels totaling approximately 200 acres located in Sections 5, 6, 7 & 8 Township 7 North, Range 31 East, W.M., in South Finley (Exhibit 4, Site Map & Exhibit 5, Vicinity Map).

**RECOMMENDATION**

The Planning Commission is hereby recommending **DENIAL** of the application. This action is based upon the following findings pursuant to RCW 36.70A.

**RESOLUTION**

WHEREAS, the Legal notification pursuant to RCW 36.70A.130 was given on July 3, 2008; and,

WHEREAS, the public hearing was held on July 15, 2008 at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the following members were present, Eugene Johnson, Lloyd Coughlin, James Wetzel, and James Willard; and,

WHEREAS, due to the fact that there was no one in the audience to speak on behalf of the applicants, the Planning Commission continued the public hearing to August 19, 2008 at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, at the continued hearing August 19<sup>th</sup>, 2008, the following members were present, Eugene Johnson, Lloyd Coughlin, James Willard, and Martin Sheeran; and,

WHEREAS, the Planning Commission after discussion voted four members in favor, and three members absent to withdraw from the application those parcels owned by Kennewick General Hospital per their request dated July 28, 2008; and,

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted with four members in favor and three members absent to continue the public hearing for discussion and decision making only to September 16, 2008, at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350 in order to obtain a majority vote on this

proposal; and,

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted five members in favor, with one member absent and one vacancy on the Planning Commission to recommend denial of CPA 08-01 by Wayne Penttila, concurring with the staff recommendation; and,

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

### **FINDINGS AND CONCLUSIONS**

#### **Plan Amendment Consistency with the Countywide Planning Policies (CWPP).**

1. 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;

*There are no inconsistencies within the Comprehensive plan that this proposal would resolve.*

2. Conditions have so changed since the adoption of the county plan or ordinances that the existing adopted provision is inappropriate;

*The recent construction of the Finley Intertie provides a more direct road access to the Finley Industrial area for truck transport and the emerging increase in global trade activity for agricultural commodities and raw materials that also demands suitable land resources for manufacturing, storage and transport, are changes in conditions. This is an unprecedented time of dynamic and unpredictable shifts and opportunities nationally and locally. The quantities, types, sources and destinations, value, strategic importance, and uses of commodities and raw materials that are traded among nations and regions is in flux. The natural resources, and the transportation systems of the interior Columbia Basin including elements in the Finley area, are integrally involved in these changes and opportunities. These accomplishments make the current provision of the county plan all the more appropriate and essential that the properties remain designated heavy industrial.*

*The subject site has the desirable attributes for heavy industrial use: the site is relatively large, vacant and undeveloped, with level terrain, it has shoreline access for waterborne transport, a railroad corridor passes through the site, for power there is a major natural gas distribution pipeline in the vicinity, and the site is isolated from other intense land uses, including residential development, that might be incompatible with heavy industrial use.*

3. The proposed amendment is consistent with the overall intent of the goals, map, and Rural Element of the County Plan.

*The proposed amendment is not consistent with the overall intent of the goals, map, and Rural Element of the county plan. It would remove parcels from industrial designation that have long been designated for this use based on essential locational criteria, including rail and waterborne access and for which the County has already committed significant resources for the improvement of industrial road access, and even now pursues the realization of water rights that could support industrial development. The Rural Element regards the industrial area designations around Finley as the largest resources of industrial use and designations outside of the Hanford Reservation.*

*A change from the current designation of this site to Rural Residential use would be a decision that is inconsistent with the Comprehensive Plan, specifically: Goal 51, policies C. and D, the economic development priorities identified on page 7-3 & 4 of the Economic Development Element, and Strategy #6 in Table 4.0, of the Land Use Element. The current industrial designation of the proposal takes advantage of site location opportunities such as shoreline and rail access as directed by Economic Development Goal 51 and its policies in Chapter Three of the Plan.*

4. The proposed amendment is consistent with Chapter 36.70A RCW, the County-wide Planning Policies, and Plan policies;

*The proposal is not consistent with RCW 36.70A.020(2). The conversion of industrial land to rural lands contributes to the inappropriate conversion of undeveloped land into sprawling, low-density development, lacking adequate services, possible ground and surface water quality issues and is less than cost effective relative to public services. These goals are basic to the Growth Management Act and the Benton County-wide Policies.*

5. 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.

*The proposal's adjacent areas to the west are designated GMA Agriculture, and to the north and south both GMA Agriculture and Public lands. The adjacent areas designated GMA Agriculture partake in customary activities that can be considered by non-farming residences as incompatible; i.e., the hours of farming operations, noise, dust, and spraying of crops, etc. There is an adjacent Rural Lands 5 Acre (RL-5) designation, south and west of the proposal that consists mostly of small farms growing alfalfa and row crops. Further west and south is the GMA Ag District with large expanses of orchards and vineyards. These crops are all grown upwind of the proposed RL-5 parcels. Also upwind is the Horseheaven commercial agriculture area with over 75,000 acres dedicated to dryland wheat and high intensity irrigated crop production.*

## **SEPA**

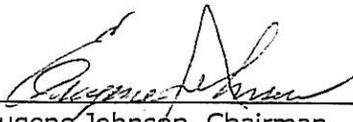
A majority of the Planning Commission concludes that the requirements of the State Environmental Policy Act have been met based on the following facts that they believe to be true based on the

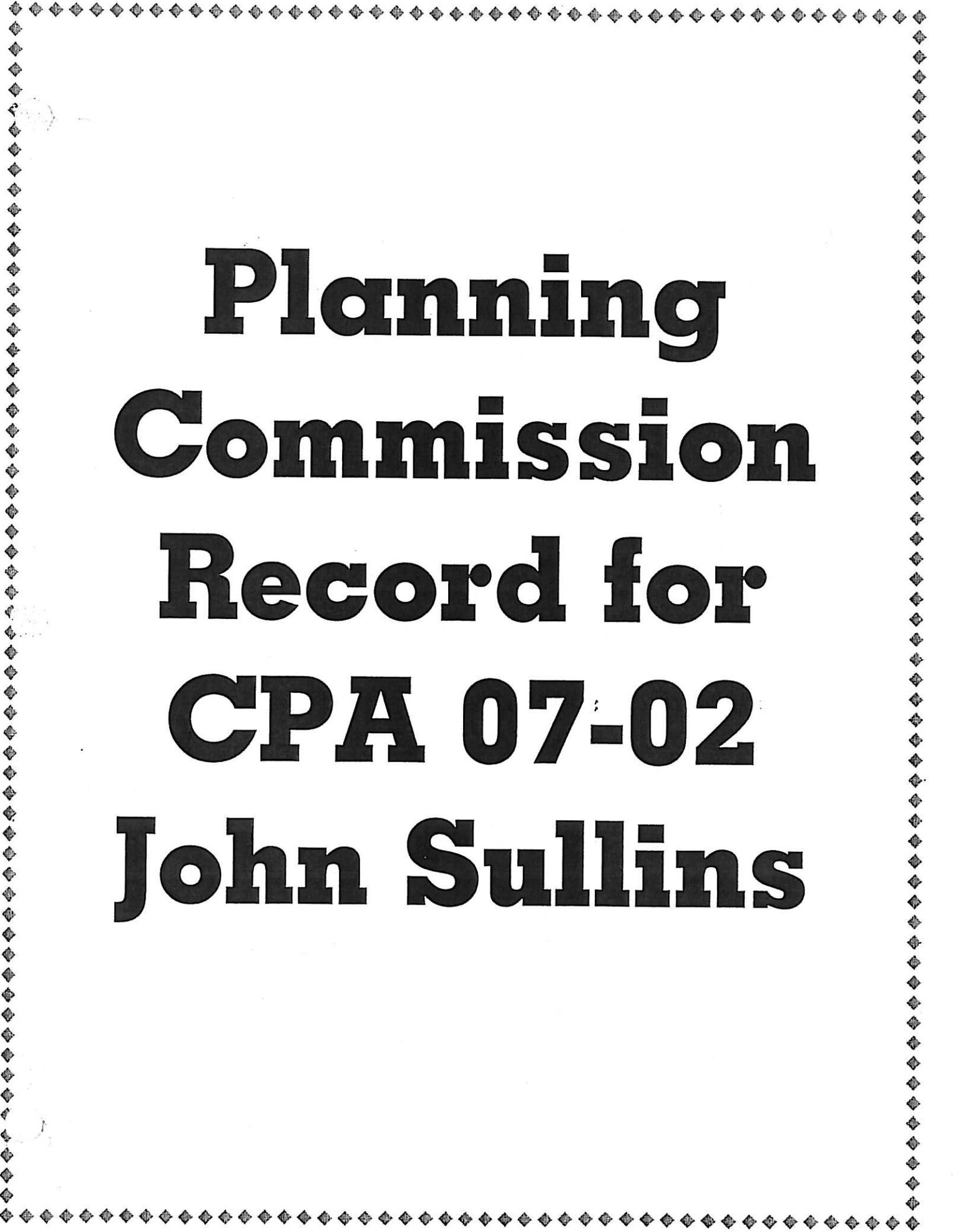
testimony:

*This proposal is a "non-project" action under SEPA, it was reviewed under the requirements of the State Environmental Policy Act (SEPA) (RCW43.13C) and a Determination Of Non-Significance was issued on April 17, 2008. Additional SEPA review will be required for specific project actions that may be proposed as a result of this proposal.*

A majority of the Planning Commission members find that all of the facts set forth in the attached Planning Department Staff Report are accurate. Supporting documents have been considered and addressed.

THEREFORE BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman adopts these findings and conclusions with respect to File No. **CPA 08-01**, and hereby recommends to the Board of County Commissioners **DENIAL** of the comprehensive plan amendment as recommended in the Staff Memo dated July 7, 2008.

  
\_\_\_\_\_  
Eugene Johnson, Chairman                      Date                      10/9/08  
BENTON COUNTY PLANNING COMMISSION



**Planning  
Commission  
Record for  
CPA 07-02  
John Sullins**

<b>AGENDA ITEM:</b> <b>MTG. DATE:</b> October 20, 2008 <b>SUBJECT:</b> 2008 Comprehensive Plan Annual Amendment Process <b>MEMO DATE:</b> October 13, 2008 <b>Prepared By:</b> Susan M. Walker <b>Reviewed By:</b> Michael Shuttleworth	<u><b>TYPE OF ACTION NEEDED</b></u> Execute Contract Pass Resolution Pass Ordinance Pass Motion Other X	Consent Agenda Public Hearing 1st Discussion 2nd Discussion <b>WORKSHOP X</b> File No. <u>CPA 07-02</u> Date <u>10-14-08</u> Staff Exhibit No. <u>A</u> Pro. Exhibit No. _____ Opp. Exhibit No. _____ Received by <u>djn</u>
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**BACKGROUND INFORMATION**

Washington State planning law requires continuing review and evaluation of comprehensive plans pursuant to RCW 36.70A.130(1) with revisions and amendments to the Comprehensive Plan considered by the county no more frequently than once every year (RCW 36.70A.130(2)(a)). The 2008 amendment process also included the every five-year review of the cities urban growth areas. Proposed Amendments can have several origins. Amendments can be proposed "in-house" by the Planning Commission, the Board of Commissioners, and Planning Director, or 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. The final two amendment proposals reviewed during the 2008 amendment cycle are shown in the "Summary" as files CPA 07-02 and CPA 08-01. The Planning Commission held public hearings on the proposed amendments July 15<sup>th</sup>, August 19<sup>th</sup> and September 16<sup>th</sup>, 2008. A copy of the Staff Review and Recommendation and Findings of Fact for these proposals is attached.

**SUMMARY**

**File CPA 07-02,** A proposal by John Sullins, to change the land use designation from Rural Lands Five (5) to Rural Lands One (1) on approximately 1,120 acres southwest of the I-82 Interchange and Badger Road. The parcels are located in T.8N., Range 28E, W.M., in Sections 11 & 14 lying northwest of the BNSF railroad right of way, and that portion of Section 15 north of the railroad right of way, the east half of Section 10 south of I-82, and the southwest quarter of Section 10.

**File CPA 08-01,** A proposal by Wayne Penttila, to change the existing land use designation on his property from Heavy Industrial to Rural Lands 5 Acre (RL-5), on seven parcels, approximately 200 acres located in Sections 6, 7 & 8 of T.7N., Range 31 E.W.M., also known as Hover Industrial Park.

**RECOMMENDATION**

After receiving public testimony and reviewing the Planning Staff recommendations along with other information received, the Planning Commission voted to approve with modifications CPA 07-02, a proposal by John Sullins to change the density from Rural Lands Five (5) to Rural Lands Two and a Half (2.5) as an alternative mitigation to his request for Rural Lands One (1); and voted to deny CPA 08-01, Wayne Penttila's amendment request to change his property from Heavy Industrial to Rural Lands Five (5) acres. Following today's workshop, we have scheduled a public hearing with the Board of Commissioners for November 10<sup>th</sup>, for all 2008 amendment proposals.

**FISCAL IMPACT**

The inclusion of these amendments into the Comprehensive Plan does not require or guarantee future funding by the County.

**MOTION**      None necessary.

File No. CPA 07-02  
Date 10-14-08  
Staff Exhibit No. B  
Pro. Exhibit No. \_\_\_\_\_  
Opp. Exhibit No. \_\_\_\_\_  
Received by djh

RECOMMENDATION OF THE  
BENTON COUNTY PLANNING COMMISSION

RE: Proposal to change the Land Use  
Designation from Rural Lands Five (5) to  
Rural Lands One (1) in Sections 10, 11, & 14 ,  
Township 8 North, Range 28 East, W.M.

File No. **CPA 07-02**  
RECOMMENDATION, FINDINGS OF FACT

**PROPOSAL**

**CPA: 07-02** - A request by John Sullins to change the Comprehensive Plan land use designation on maps in Chapter Four from Rural Lands 2.5 (currently Rural Lands 5, per Board of Commissioners Resolution 07-767, dated 10/22/07) to Rural Lands One, on approximately 1,120 acres, southwest of the I-82 & Badger Road Interchange in Township 8 North, Range 28 East, W.M. described as follows: That portion of Section 11, lying Northwest of the BNSF Railroad right of way consisting of Parcel Numbers 1-1188-300-0005-006, 007, & 008; that portion of Section 14 lying Northwest of the railroad right of way; that portion of Section 15 North of the railroad right of way; the East Half of Section 10 lying South of Interstate 82, and the Southwest Quarter of Section 10.

**RECOMMENDATION**

The Planning Commission is hereby recommending **APPROVAL OF A CHANGE OF COMPREHENSIVE PLAN DESIGNATION WITH MODIFICATION TO THE DENSITY OF RURAL LANDS 2.5**. This action is based upon the following findings pursuant to RCW 36.70A.

**RESOLUTION**

WHEREAS, the Legal notification pursuant to RCW 36.70A.130 was given on July 3, 2008; and,

WHEREAS, the public hearing was held on July 15, 2008 at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the following members were present, Eugene Johnson, Lloyd Coughlin, James Wetzel, and James Willard; and,

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted with four members in favor and three members absent to continue the public hearing to August 19, 2008 at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, at the continued hearing on August 19, 2008, the following members were present, Eugene Johnson, Lloyd Coughlin, James Willard, and Martin Sheeran; and,

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted with four members in favor and three members absent to continue the public hearing per the applicant's request to September 16, 2008, at 7:00 p.m., in the Planning Annex,

1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, at the continued hearing on September 16, 2008, the following members were present, Eugene Johnson, James Wetzel, James Willard, Martin Sheeran, and Faye Nelson; and,

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted five members in favor, with one member absent and one vacancy on the Planning Commission to recommend approval of a Comprehensive Plan designation change from Rural Lands Five (5) to Rural Lands Two and a half (2.5) except for the federally owned property located North and West of the KID Canal within Section 10, Township 8 North, Range 28 East, W.M. and,

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

### **FINDINGS AND CONCLUSIONS**

#### **Plan Amendment Consistency with the Countywide Planning Policies (CWPP).**

1. 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;

*There are no inconsistencies within the Comprehensive plan that this proposal would resolve.*

2. Conditions have so changed since the adoption of the county plan or ordinances that the existing adopted provision is inappropriate.

*The Planning Commission found that conditions have not changed since the adoption of the county plan except that the canyon has proceeded to build out to those rural uses and densities that citizens of the planning advisory committee envisioned when it participated in the preparation of the plan for the Richland-West Richland Planning Area; their plan is being realized.*

3. The proposed amendment is consistent with the overall intent of the goals, map, and Rural Element of the county plan.

*The Planning Commission found that a density of one dwelling per acre would not be consistent with the overall intent of the Comprehensive Plan and its goals, but that a density of one dwelling per 2.5 acres would be more consistent and would be more rural in character. The proposed amendment for Rural Lands One acre would increase the density of the Badger canyon area from rural to urban and be in conflict with intent expressed by a Goal for the Richland West Richland planning area that states:*

*"Promote high quality rural life by preserving rural character" and an "action" for Rigid Zoning: 2.5 acre minimum lots for single families, no apartments" (page 5-27, Comprehensive Plan).*

4. 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.

*The Planning Commission finds that the density of one dwelling per acre as proposed would not be compatible with the adjacent properties that are currently found as large open spaces that are currently being farmed. Most of the smaller acreages in the area were created before the Growth Management Act. A density of one dwelling per 2.5 acres would be more compatible with the smaller acreages and rural communities within the surrounding area. The proposed designation is not adjacent to property that has a similar and compatible land use designation and is five times that of the existing designated density. The proposal would be an intrusion of low-density suburban residential use into the rural residential and agricultural environment of Badger Canyon. It would add in excess of 6,000 daily vehicle trips to an area with significant access restrictions (page 19, Cottonwood Plateau Traffic analysis). One of the principle reasons that residents seek a rural lifestyle, such as Badger Canyon currently enjoys, is to avoid the noise, pollution and vehicle activity associated with more urban densities. The increase in density would likely hasten the demise of commercial agriculture in the canyon.*

5. Potential ramification of the proposed amendment to other Comprehensive Plan Elements and support documents have been considered and addressed.

*The Planning Commission finds that the proposal would be the first step in a process to urbanize Badger Canyon, which is a large land area with significant vehicular circulation/access constraints, air quality considerations, and agricultural compatibility issues. Given that the proposal is inconsistent with both the requirements of the GMA and with specific goals of the Richland-West Richland Planning Area relative to allowable rural densities, the staff recommendation for denial based on these inconsistencies avoids the necessity for a detailed review of these considerations.*

6. The proposed amendment is consistent with Chapter 36.70A RCW, the County-wide Planning Policies, and Plan policies. "Rural character" refers to the patterns of land use and development established by a county in the rural element of its comprehensive plan:

(a) In which open space, the natural landscape, and vegetation predominate over the built environment;

*A majority of the Planning Commission members found that a one unit per acre density as proposed did not preserve the open space or the natural landscape and was not rural in character. By transferring the residential density from the agricultural parcels and clustering that density into several subdivisions, leaving the agriculture land unoccupied as open space, created the open space currently depicted in the area.*

(b) That foster traditional rural lifestyles, rural-based economies, and opportunities to both live and work in rural areas

*The Planning Commission members found that a density of one dwelling per acre did not foster traditional rural lifestyles and is not intended for residential living for those who live and work in the rural area.*

(c) That provide visual landscapes that are traditionally found in rural areas and communities;

*The majority of the planning commission found that one acre density would create houses back to back and would not provide a rural visual landscape.*

(d) That are compatible with the use of the land by wildlife and for fish and wildlife habitat;  
*The Planning Commission found that one acre density would not be compatible with the wildlife in the area because a one acre density would allow for very little or provide no wildlife habitat, the habitat that exists would be developed into homes, lawns and impervious surfaces.*

(e) That reduce the inappropriate conversion of undeveloped land into sprawling, low-density development;  
*The Planning Commission found that one acre density does not reduce the conversion of undeveloped land but would promote sprawling, low density development.*

(f) That generally do not require the extension of urban governmental services; and are consistent with the protection of natural surface water flows and ground water and surface water recharge and discharge areas.  
*The Planning Commission found that at the density of one dwelling per acre the discharge of surface water and ground water would be increased due to more intense domestic uses, i.e., watering of lawns and the creation of impervious areas. An increase in the number of homes would require more urban type services such as sheriff, fire protection, schools, and possibly water and sewer services.*

7. *The Planning Commission found that criteria in RCW36.70A.030 defining Limited Areas of More Intense Rural Development (LAMIRD's) cannot be met with the proposed amendment. Criteria includes those areas existing on October 20, 1990, meeting the GMA criteria having developed infrastructure and built environments includes man-made structures located above and below the ground, such as existing buildings, sewer lines, street layouts and other urban level utilities or infrastructure and small lots, as those found in the Paterson, Plymouth, Whitstran and Finley communities, Rancho Reata and the Valley View area. The area proposed within this application contains a small-developed area of parcels created by transferring the density from agricultural land at one dwelling unit per 2.5 acres and clustering it on small parcels. Only 22 percent of the total 1,120 acres are developed into smaller lots and those lots did not exist prior to October 20, 1990.*

8. *The Planning Commission found that a rezone was not proposed as a part of CPA 07-02.*

## **SEPA**

A majority of the Planning Commission concludes that the requirements of the State Environmental Policy Act have been met based on the following facts that they believe to be true based on the testimony:

*Comprehensive Plan Amendment Application CPA 07-02 has been reviewed under the requirements of the State Environmental Policy Act. A Determination of Non-Significance*

*was issued for application CPA 07-02 on June 3, 2008. An Environmental Impact Statement is not required. However, for review of the proposal, the County did request additional information regarding the impacts to ground water and the transportation circulation. A "Groundwater Analysis Proposed Comprehensive Plan Amendment (CPA 07-02 Badger Canyon Properties, Benton County WA (dated April 2008), and the Cottonwood Plateau Traffic Analysis (January 2008)" were provided.*

A majority of the Planning Commission members find that all of the facts set forth in the attached Planning Department Staff Report are accurate. Supporting documents have been considered and addressed.

THEREFORE BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman adopts these findings and conclusions with respect to File No. **CPA 07-02**, and hereby recommends to the Board of County Commissioners **APPROVAL, with modification to the density of Rural Lands 2.5, and that area north and west of the KID canal owned by the Federal Government shall remain as Rural Lands 5**, for an amendment to the County's Comprehensive Plan.

  
\_\_\_\_\_  
Eugene Johnson, Chairman                      Date                      10/09/08  
BENTON COUNTY PLANNING COMMISSION

9:30

# RESOLUTION

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

**IN THE MATTER OF COUNTY BUDGETS RE: SUPPLEMENTAL APPROPRIATION TO THE 2008 CURRENT EXPENSE FUND NO. 0000-101, OFFICE OF PUBLIC DEFENSE, DEPT. 136, BUDGET IN THE AMOUNT OF \$135,000**

**WHEREAS**, the Office of Public Defense has requested a supplemental appropriation to the Current Expense Fund No. 0000-101, Dept. 136, in the amount of \$135,000; and said supplement is for professional services to include case compensation for attorney fees and investigative service expenses; and,

**WHEREAS**, a public hearing was held on Monday, October 20, 2008, at 9:30 AM at which time the public was given an opportunity to speak in favor or in opposition to the proposed supplement; and,

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

**BE IT RESOLVED**, by the Board of Benton County Commissioners that a supplemental appropriation to the 2008 Current Expense Fund No. 0000-101, Office of Public Defense, Dept. 136, in the amount of \$135,000 be approved per the attached request.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Commissioners' Date Stamp:

**TRANSMITTAL  
REQUEST FOR SUPPLEMENTAL APPROPRIATION**

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

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

**Request Summary**

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
512.819.4103	Professional Services	\$135,000	\$821,053
Total Supplement		\$135,000	

Revenue		
Fund Number	Item Name	Amount
291.74.0001	Beginning Fund Balance	\$135,000
Total Revenue		\$135,000

**Basis for Supplement:**  
Unanticipated professional services in limited use funds for the following cases: Additional Hilton billings, Samolyuk, Schalchlin, Sisouvanh (death penalty case) and excess case compensation for a panel attorney and extraordinary investigative service expenses.

**Review Comments**

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

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

Commissioners

*Charles R. Olson*  
CHAIRMAN

*Max E. Benitez*  
COMMISSIONER

*Scott M. Bowman*  
COMMISSIONER

Approved for Hearing  
 Denied

BENTON COUNTY, WASHINGTON  
 2009 Current Expense Budget - Revision #2  
 Revenues, Expenditures and Fund Balance  
 October 20, 2008

9:35

	2008 Supplemented Budget*	2009 Initial Requested	2009 Initial Baseline	Board Revisions	2009 Adjusted Budget
Estimated Beginning Fund Balance	\$12,126,011	\$6,900,000	\$6,900,000		\$6,900,000
Revenues:					
Real and Personal Property Taxes	16,308,947	16,640,000	16,640,000	193,018	16,833,018
Admin Refunds & Refund Levy Transfers	357,927	214,947	214,947		214,947
Diverted Road Taxes	427,572	458,164	458,164		458,164
Sale of Tax Title Property	1,000	0	0		0
Retail Sales and Use Taxes	6,200,000	5,900,000	5,900,000	700,000	6,600,000
Retail Sales and Use Taxes-Criminal Justice	800,000	772,000	772,000	53,000	825,000
Other Taxes	410,000	484,892	484,892	(80,986)	403,906
Penalty and Interest on Property Taxes	1,300,000	1,200,300	1,200,300		1,200,300
Licenses and Permits	39,900	39,500	39,500		39,500
Intergovernmental Revenues	15,462,846	15,853,007	15,853,007	(237,939)	15,615,068
Charges for Services	3,796,733	3,860,974	3,860,974	2,000	3,862,974
Fines and Forfeitures	2,346,172	2,375,050	2,375,050	78,000	2,453,050
Miscellaneous Revenues	2,371,578	2,452,853	2,452,853		2,452,853
Other Financing Sources	1,401,187	921,250	921,250	822,133	1,743,383
<b>Total Revenues</b>	<b>51,223,862</b>	<b>51,172,937</b>	<b>51,172,937</b>	<b>1,529,226</b>	<b>52,702,163</b>
Expenditures:					
Assessor	2,219,629	2,123,256	2,062,939		2,062,939
Auditor	1,306,504	1,416,466	1,390,911		1,390,911
Board of Equalization	37,195	37,976	37,917		37,917
Civil Service	72,322	79,913	79,900		79,900
Clerk	1,999,684	2,127,312	2,042,362		2,042,362
Commissioners	1,148,205	1,177,233	1,154,435		1,154,435
WSU Extension	256,328	286,666	258,781		258,781
Coroner	331,232	353,616	331,013		331,013
Facilities	1,305,615	1,348,640	1,348,598		1,348,598
District Court	3,660,410	4,102,626	3,958,899		3,958,899
LEOFF I	233,602	244,925	244,925		244,925
Non-Departmental	9,644,770	6,432,624	5,388,824		5,388,824
Planning	657,240	726,663	705,471		705,471
Prosecuting Attorney	3,860,609	4,103,387	3,992,465		3,992,465
Sheriff Administration	854,444	904,925	897,571		897,571
Sheriff C & R	1,174,080	1,242,928	1,223,847		1,223,847
Sheriff Custody	14,805,930	15,701,683	15,504,692	(293,688)	15,211,004
Sheriff Patrol	6,036,709	6,162,669	5,976,466		5,976,466
Superior Court	2,593,134	2,852,037	2,717,548		2,717,548
Treasurer	1,534,173	1,185,577	1,182,699		1,182,699
Sheriff-Traffic Control	427,572	470,785	458,164		458,164
Parks	231,811	240,428	238,205		238,205
Personnel	257,390	276,910	273,587		273,587
TB Hospital	71,875	71,875	71,875		71,875
GIS	344,976	306,156	299,552		299,552
Public Defense	1,798,182	1,443,625	1,442,830		1,442,830
<b>Total Expenditures</b>	<b>56,863,621</b>	<b>55,420,901</b>	<b>53,284,476</b>	<b>(293,688)</b>	<b>52,990,788</b>
Net Increase/(Decrease) to Fund Balance	(5,639,759)	(4,247,964)	(2,111,539)	1,822,914	(288,625)
Estimated Ending Fund Balance	\$6,486,252	\$2,652,036	\$4,788,461	\$1,822,914	\$6,611,375
* through 6/30/08					

**Suggested Revenue Changes**

**20-Oct-08**

	<u>Change</u>
311.10.0000 Real & Personal Property Tax	165,018
397.10.0133 Operating Transfer In-1/10% Criminal	\$ 700,000
397.10.0153 Operating Transfer In - VIT	122,133
decrease in prisoner room and board revenue	(157,763)
Revenue Changes Revision #1	699,838
Total Revenue	<u>\$ 1,529,226</u>
Decrease in Expenditures	
Salary and Benefits (decrease in 2.5% Dept 120)	293,688

9:50

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>10-20-08</u>	Execute Contract	_____
Subject: <u>Uniforms</u>	Pass Resolution	<u>X</u> _____
Prepared by: <u>Rick Corson</u>	Pass Ordinance	_____
Reviewed by: _____	Pass Motion	_____
_____	Other	_____
	Consent Agenda	_____
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

**BACKGROUND INFORMATION**

The Benton County Coroner's Office personnel are often required to conduct investigations in the field, on the river or other rural areas that require durable clothing.

I am requesting authorization to purchase field uniforms for the Benton County Coroner's personnel. The \$200.00 will be from within current 2008 budget using a line item transfer.

This will provide proper clothing for conducting a field investigation.

**SUMMARY**

The purchase of field uniforms will enable personnel to present a professional appearance when conducting an investigation in the field and will prevent the destruction of personal dress clothing when conducting a field investigation.

**RECOMMENDATION**

**FISCAL IMPACT**

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON  
IN THE MATTER OF PURCHASING FIELD UNIFORMS FOR THE BENTON COUNTY  
CORONER'S OFFICE PERSONNEL.**

**WHEREAS**, The coroner's personnel are called to conduct investigations in the field as well as at residence locations; and

**WHEREAS**, a field uniform will provide proper clothing for field investigations; and

**WHEREAS**, a clothing allowance of \$200.00 will be used toward field uniforms at the discretion of the Coroner; and

**WHEREAS**, the clothing allowance will be from the existing 2008 budget using a line item transfer; **NOW THEREFORE**

**BE IT HEREBY RESOLVED**, the Benton County Coroner shall purchase field investigation uniforms for the Benton county Coroner and Deputy Coroners.

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

cc. Coroner, Auditor, file