

Jerome Delvin  
District 1  
Shon Small  
District 2  
James Beaver  
District 3

# Board of County Commissioners BENTON COUNTY

David Sparks  
County Administrator

Loretta Smith Kelty  
Deputy County Administrator

AGENDA  
BOARD OF BENTON COUNTY COMMISSIONERS  
Regular Board Meeting  
Tuesday, February 7, 2017  
Benton County Courthouse, Prosser, WA

To view items in detail, please  
click on the highlighted area.

9:00 AM Call to Order  
Approval of Minutes  
❖ **January 31, 2017 Board Meeting**

Review Agenda

Consent Agenda

Commissioners

- a. Benton County Tax Levy for 2017
- b. Line Item Transfer, Fund No. 0153-101, Dept. 000
- c. Establishing a Benton County Accessible Community Advisory Committee
- d. Bi-County Non-Bargaining Contribution for Insurance Benefits to Human Services, Juvenile Justice and Superior Court

District Court

- e. Line Item Transfer, Fund No. 0000-101, Dept. 111

Fairgrounds

- f. Award to G2 Commercial Construction for the Remodel of Exhibit Halls 2 & 3 and Construction of Timber Pavilion

Human Services

- g. Agreement w/US Dept of Housing & Urban Development for Continuum of Care Program
- h. Lease Agreement w/Lourdes Counseling Center for Detox Services

Personnel

- i. Line Item Transfer, Fund No. 0504-101, Dept. 000

Public Works

- j. Right of Way Plans for C.E. 1960 CRP Nine Canyon Road, Phase III
- k. Authorization to Process to Bid for Purchase of Refined Petroleum Products
- l. Authorization to Process to Bid for Purchase of Surfacing Materials
- m. Purchase of One Dodge Grand Caravan From Dwayne Lane's Chrysler Jeep Dodge
- n. Purchase of Two Ford Escapes From Columbia Ford
- o. Purchase of Sign Materials for the TrafficJet Print System from Avery Dennison
- p. Contract w/Qal-Tek Asso. for Calibration of Two Troxler Nuclear Density Gauges
- q. Purchase of Traffic Sign Materials From Intermountain Sign & Safety

Public Hearing

**Benton** County Planning Policies ~ G Wendt

**Scheduled Business**

New Hope Detox Building Lease Discussion ~ K Sullivan

Bexar County Consultant Discussion ~ K Sullivan

**Unscheduled Visitors**

**Other Business**

**Executive Session**

Discussion of Performance of a Public Employee

**Draft**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
Tuesday, January 31, 2017, 9:00 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

**Present:** Chairman James Beaver  
Commissioner Jerome Delvin  
Commissioner Shon Small  
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, Sustainable Development Manager; County Engineer Matt Rasmussen; Assistant County Engineer Robert Blain; DPA Ryan Brown; Auditor Brenda Chilton; Clerk Josie Delvin; Clark Posey, Assistant Planning Manager; Jerrod MacPherson, Assistant Planning Manager; Shyanne Faulconer, Community Programs/PR Coordinator; DPA Steve Hallstrom; Human Services Manager Kyle Sullivan; District Court Judge Dan Kathren; Coroner John Hansens; Superior Court Judge Alex Ekstrom.

Approval of Minutes

The Minutes of January 24, 2017 were approved.

Consent Agenda

**MOTION:** Commissioner Small moved to approve the consent agenda items “a” through “y”. Commissioner Delvin seconded and upon vote, the Board approved the following:

Auditor

- a. Surplus of Personal Property

Commissioners

- b. Allocation of Superior Court Salaries & Benefits & Costs of Information Technology Assessment; Rescinding Resolution 2016-244
- c. 2017 Franklin County Flat Monthly Payments for Benton Franklin Juvenile Center Operations & Facilities Budget
- d. Line Item Transfer, Fund No. 0153-101, Dept. 000

Facilities

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

Fairgrounds

- f. Payment to Cyrring Hot Productions for Website Hosting

Information Technologies

- g. Amended Microsoft Enterprise Agreement Using Yammer Networking

- h. Purchase of ArcGIS Licenses from Environmental Systems Research Institute for GIS Dept

#### **Parks**

- i. Contract w/Richardson's Garage Doors for Replacement Door @ Horn Rapids Park
- j. Contract w/Northwest Playground Equipment, Inc for Shelter Structure @ Two Rivers Park

#### **Personnel**

- k. Compensation for Chief Deputy Assessor, Auditor, Clerk & Treasurer
- l. Contract w/Pacific Microrem, Inc for Maintenance & Repair of X-Ray & Metal Detectors

#### **Public Safety**

- m. Line Item Transfer, Fund No. 0148-101, Dept. 138
- n. Line Item Transfer, Fund No. 0148-101, Dept. 138

#### **Public Works**

- o. Line Item Transfer, Fund No. 0101-101, Dept. 500
- p. 2017 Road Levy Certification
- q. Agreement w/City of Grandview for Equipment Maintenance
- r. Payment to Rowand Machinery for Snow Removal Equipment Rental
- s. Authorization to Proceed to Bid for Crack Seal Project
- t. Contract w/Northwest Marine & Sport for Boat Repair & Maintenance

#### **Sheriff**

- u. Agreement w/Kennewick School District for Education Program
- v. Title Changes and Position Change for Jail Lieutenant, Patrol Captain & Corrections Officer
- w. Compensation for Appointed Non-Bargaining Positions; Rescinding Resolution 2014-702

#### **Sustainable Development**

- x. Deed of Right Regarding Properties Within Candy Mountain Preserve

#### **Treasurer**

- y. Cancelling Taxes Assessed Determined to be Uncollectible

### **Yakima River Basin Integrated Water Resource Management Plan Update**

Ben Floyd, Anchor QEA, Jason McShane, KID, Wendy Christensen, Bureau of Reclamation and Melissa Downes, Dept. of Ecology updated the Board on the Plan as follows:

- Overview of Yakima River Basin
- Integrated Plan
  - Solution – provide opportunities, restoration and enhancement including fish passage; improve water supply during drought years
- Initial development projects
- Organization, DC Leadership Group
- Water Conservation and Efficiencies
  - Kachess Drought Relief Pumping Plant
  - Cle Elem Pool Raise/Construction
  - Cle Elem Dam Fish Passage Construction
  - Lower Yakima River Subgroup
  - Bateman Island Causeway
  - Groundwater Managed Recharge

- Moving Forward – 2015-2017

Commissioner Delvin said that Benton County included support of funding for this project in their legislative priorities agenda. Additionally, staff was putting together a letter to send to the federal representatives to see about getting their support for the Yakima Basin Plan.

### **Hanford Communities Annual Report**

Pam Larsen via/videoconference updated the Board on Hanford Communities and discussed the following issues:

- Ecology Contract
- Briefings on Hanford Topics
- RL Site Manager Luncheon
- Energy Communities Alliance
- Advocacy for Issues of Local Concern
- Intergovernmental Working Group
- Heritage Tourism & B Reactor Preservation

### **Hanford Advisory Board**

Bob Suyama via/videoconference updated the Board on the Hanford Advisory Board and discussed the following issues:

- Annual report (provided a copy)
- List of advice points provided to tri-party agencies
  - Safety of workforce; traffic infrastructure
  - Central plateau cleanup milestones
  - 2017-2018 budgets – position on budget
  - Master acquisition planning
  - Cleanup plans – weighing in on how to assist/benefit the public
  - Consent decree – issued white paper on how to share information once complete
  - White paper – low level waste process

### **Rural County Capital Fund Disbursement Policy**

Adam Fyall presented the Rural County Capital Fund Disbursement Policy for approval by the Board.

**MOTION:** Commissioner Small moved to approve the revised Rural County Capital Fund Disbursement Policy as presented. Commissioner Delvin seconded and upon vote, the motion carried.

## **Gang & Crime Prevention Initiative Presentation**

Shyanne Faulconer gave a Powerpoint presentation and briefly discussed the following programs being funded:

- Mirror Ministries
  - Human Trafficking Survivor Services
- Kiona-Benton City School District
  - Kiona-Benton Crime Prevention Program
- Boys & Girls Club
  - Prosser Teen Program Investment
- Safe Harbor/My Friends Place
  - Overnight Emergency Youth Shelter
- Benton-Franklin Health District
  - Nurse Family Partnership Program
- New Programs
  - Building Resilience Through Family Support (Partners for Early Learning)
  - Step-Up Program (Chaplaincy Health Care)

Mr. Sparks asked why some of the contracts were funded at 75%. Andy Miller via/videconference said if they blankly approved 100% of the requests they would be out of money; they scaled back on some of the programs to give them a chance to show what they could do.

## **Mental Health Housing Program 2163 Funds**

Kyle Sullivan presented a new program to be funded through 2163 funds to implement a mental health housing program.

**MOTION:** Commissioner Small moved to approve the resolution authorizing the use of 2163 funds for implementation of the Mental Health Housing Program for Benton County homeless residents. Commissioner Delvin seconded and upon vote, the motion carried.

## **WA State Parks & Recreation Commission – Boating Safety Program Application**

Lt. Caughey via/videconference presented the Boating Safety Program application for approval by the Board.

**MOTION:** Commissioner Small moved to authorize the Sheriff's office to apply for funding from Washington State Parks & Recreation Commission for 2017 Marine Patrol Federal Financial Assistance Grant Program and Boating Safety Program as presented. Commissioner Delvin seconded and upon vote, the motion carried.

## **Other Business**

Coroner John Hansens presented a resolution authorizing a rate increase for part-time on-call employees from \$4.50/hour to \$6.00/per hour. He said they worked hard and he had been able to

cut back on autopsies and returned approximately 9% of his budget. He said he didn't want to lose employees to other jurisdictions as he had in the past and he would be able to fund this in his current budget without asking for additional money. He said the resolution authorized it to be effective January 1.

Mr. Sparks indicated it could be effective January 1 since it was still in the month of January.

**MOTION**: Commissioner Small moved to approve the resolution authorizing the increase in hourly rate of pay for on call hours from \$4.50 per hour to \$6.00 per hour, effective January 1, 2017. Commissioner Delvin seconded and upon vote, the motion carried.

#### WSAC – Property Tax Reform

Commissioner Delvin asked the Board if it wanted to contribute \$3,000.00 to the WSAC fund for its assessment for property tax reform.

**MOTION**: Commissioner Delvin moved to approve \$3,000.00 be paid to WSAC for the assessment for property tax reform. Chairman Beaver seconded.

#### Discussion

Commissioner Delvin recommended the Board contribute \$3,000.00 to the fund as the other counties were contributing to it and he felt Benton County should be a player.

Commissioner Small said he was not in favor of this and that Benton County was able to maintain without increasing property taxes and he didn't want to be part of that for this community and burden the taxpayers any further.

Commissioner Delvin said it would enable some counties to enact that assessment and give the counties the flexibility.

Chairman Beaver said there were 39 counties and that not all counties were flush. He said he was in favor of allowing other counties flexibility but he would not vote for it here.

Upon vote, the motion carried with Commissioner Small opposing.

Commissioner Delvin said he wanted to ask Mr. Sparks to reconsider his letter of resignation and stay for the remainder of this contract. The Board spoke in favor of allowing him to do that.

Mr. Sparks said he appreciated that and would consider it and thought they could work something out.

Commissioner Small said that Senator Sharon Brown was successful with assisting the wheat growers regarding the DNR issue.

**Executive Session – Grievance Positions**

The Board went into executive session at 11:00 a.m. for up to 15 minutes with DPA Steve Hallstrom to discuss the County’s position on two grievance issues. Also present were David Sparks, Cami McKenzie, Brenda Chilton, Matt Rasmussen, Robert Blain, Loretta Smith Kelty, and Ryan Brown. The Board came out at 11:14 a.m. No decisions were made in executive session.

**MOTION:** Commissioner Delvin moved to approve the Employer’s Step 3 Response regarding the Road Department Union Double Time Grievance as presented. Commissioner Small seconded and upon vote, the motion carried.

**Executive Session - 4<sup>th</sup> Quarter Litigation Update**

The Board went into executive session at 11:15 a.m. with DPA Ryan Brown for up to 15 minutes to discuss the 4<sup>th</sup> quarter litigation update. Also present were David Sparks, Loretta Smith Kelty, Steve Hallstrom, and Cami McKenzie. The Board came out at 11:30 a.m. Mr. Brown stated the Board discussed pending litigation and no decisions were made in executive session.

**Executive – Performance of Public Employee**

The Board went into executive session at 11:30 a.m. for approximately 15 minutes to discuss the performance of a public employee. Also present was David Sparks. The Board came out at approximately 11:55 a.m. No decisions were made.

County Claim

CC 2017-04: Received January 30, 2017 from James Mengelos

**Account Payables**

Check Date 1/27/2017

Transfers #012717-01271704  
Total all Funds: \$48,547.50

Warrants #151822-151894  
Total all Funds: \$408,104.15

Check Date 1/30/2017

Transfers #01301701-01301707  
Total all Funds: \$614,990.15

Warrants #151895-151996  
Total all Funds: \$1,011,616.56

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

**Resolutions**

- 2017-079: Surplus of Personal Property
- 2017-080: Allocation of Superior Court Salaries & Benefits & Costs of Information Technology Assessment; Rescinding Resolution 2016-244
- 2017-081: 2017 Franklin County Flat Monthly Payments for Benton Franklin Juvenile Center Operations & Facilities Budget
- 2017-082: Line Item Transfer, Fund No. 0153-101, Dept. 000
- 2017-083: Line Item Transfer, Fund No. 0305-101, Dept. 000
- 2017-084: Payment to Cyrring Hot Productions for Website Hosting
- 2017-085: Amended Microsoft Enterprise Agreement Using Yammer Networking
- 2017-086: Purchase of ArcGIS Licenses from Environmental Systems Research Institute for GIS Dept
- 2017-087: Contract w/Richardson's Garage Doors for Replacement Door @ Horn Rapids Park
- 2017-088: Contract w/Northwest Playground Equipment, Inc for Shelter Structure @ Two Rivers Park
- 2017-089: Compensation for Chief Deputy Assessor, Auditor, Clerk & Treasurer
- 2017-090: Contract w/Pacific Microrem, Inc for Maintenance & Repair of X-Ray & Metal Detectors
- 2017-091: Line Item Transfer, Fund No. 0148-101, Dept. 138
- 2017-092: Line Item Transfer, Fund No. 0148-101, Dept. 138
- 2017-093: Line Item Transfer, Fund No. 0101-101, Dept. 500
- 2017-094: 2017 Road Levy Certification
- 2017-094: 2017 Road Levy Certification
- 2017-095: Agreement w/City of Grandview for Equipment Maintenance
- 2017-096: Payment to Rowand Machinery for Snow Removal Equipment Rental
- 2017-097: Authorization to Proceed to Bid for Crack Seal Project
- 2017-098: Contract w/Northwest Marine & Sport for Boat Repair & Maintenance
- 2017-099: Agreement w/Kennewick School District for Education Program
- 2017-099A: Title Changes and Position Change for Jail Lieutenant, Patrol Captain & Corrections Officer
- 2017-100: Compensation for Appointed Non-Bargaining Positions; Rescinding Resolution 2014-702
- 2017-101: Deed of Right Regarding Properties Within Candy Mountain Preserve
- 2017-102: Cancelling Taxes Assessed Determined to be Uncollectible
- 2017-103: Adopting a Revised Rural County Capital Fund Disbursement Policy
- 2017-104: Approving 2163 Funds – Permanent Supportive Mental Health Housing Program
- 2017-105: Authorization to Apply for Funding – WA State Parks & Recreation – 2017 Marine & Boat Safety Program
- 2017-106: Increasing the Hourly rate for On-Call Employees – Coroner's Office

There being no further business before the Board, the meeting adjourned at approximately 11:55 a.m.

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Clerk of the Board

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Chairman

# RESOLUTION

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

**IN THE MATTER OF BENTON COUNTY TAX LEVY FOR 2017**

**WHEREAS**, on this 7<sup>th</sup> day of February, 2017, the Board of Benton County Commissioners, pursuant to the laws of the State of Washington, providing for all assessment of taxes in the State of Washington, does hereby levy a tax on all taxable property in Benton County, and the taxable property within the various districts, as shown by the assessment rolls of said county, said tax being for the purpose of defraying the county, road, municipal drainage, hospital districts, fire protection districts, and other expenses; and

**WHEREAS**, the directors, supervisors, and commissioners of various school districts, drainage districts, and other districts and municipalities have certified to the county commissioners the amounts needed to meet the expenses for 2017-2018; and

**WHEREAS**, it is necessary in some districts that a tax be levied to pay interest on bonds and create a sinking fund for the purpose of paying indebtedness; **NOW THEREFORE**,

**BE IT RESOLVED**, all members concurring, and for the purpose of raising revenue for the county, road, and other purposes, thereby and hereby is levied on all taxable property in the County of Benton, State of Washington, as shown by the assessment roles for the year of 2017, taxes sufficient to raise the following amounts:

See attached Exhibit A

**BENTON COUNTY ASSESSED VALUATION FOR 2017.....\$17,601,652,254**

**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**

Office of the Assessor  
Benton County, Washington



Bill Spencer, Assessor  
Adam Morasch, Chief Deputy Assessor

Prosser Office (509) 786-2046  
Kennewick Office (509) 735-2394

January 12, 2017

Kirsten Yniguez  
Benton County Treasurer  
620 Market St  
PO Box 630  
Prosser, WA 99350

Jerome ✓  
Jim ✓  
Shon ✓  
David ✓  
Loretta ✓  
Other P. Schut

RE: 2017 Tax Year Property Tax Certification

Dear Kirsten,

This is to confirm that 2017 tax year property taxes were certified to you via Ascend certification process on January 12, 2017.

The total Real and Personal Taxes (excluding omitted property tax and late penalty tax for personal property) is:

\$203,211,077

The attached worksheet shows a breakdown of the various taxing districts within Benton County. Tax dollars are rounded to the nearest dollar for this report.

Sincerely,

Bill Spencer  
Benton County Assessor

BS/mc

Cc: Benton County Board of County Commissioners

**BENTON COUNTY, WASHINGTON**  
**January 12, 2017**

| <b>TAXING DISTRICT</b>                   | <b>LEVY VALUATION</b> | <b>\$/1000</b> | <b>AMOUNT TO BE COLLECTED IN 2017</b> |
|--|-----------------------|----------------|---------------------------------------|
| STATE SCHOOL                             | 17,452,122,534        | 2.14529762     | \$37,439,997                          |
| COUNTY-CURRENT EXPENSE                   | 17,601,652,254        | 1.23342006     | \$21,710,231                          |
| COUNTY-MENTAL HEALTH                     | 17,601,652,254        | 0.02500000     | \$440,041                             |
| COUNTY-VETERAN'S ADMINISTRATION          | 17,601,652,254        | 0.01130000     | \$198,899                             |
| COUNTY-ADMIN REFUND                      | 17,601,652,254        | 0.00553514     | \$97,428                              |
| CONSOLIDATED ROAD DISTRICT               | 4,173,309,680         | 1.38097458     | \$5,763,235                           |
| DIVERTED ROAD                            | 4,173,309,680         | 0.13812059     | \$576,420                             |
| BENTON CITY-CURRENT EXPENSE              | 132,375,126           | 1.33459725     | \$176,667                             |
| KENNEWICK - CURRENT EXPENSE              | 5,794,191,866         | 2.15676113     | \$12,496,688                          |
| KENNEWICK - ADMIN REFUND                 | 5,794,191,866         | 0.01353337     | \$78,415                              |
| PROSSER - CURRENT EXPENSE                | 481,478,503           | 2.42790702     | \$1,168,985                           |
| PROSSER - ADMIN REFUND                   | 481,478,503           | 0.01450932     | \$6,986                               |
| RICHLAND - CURRENT EXPENSE               | 5,930,681,465         | 2.64467350     | \$15,684,716                          |
| RICHLAND - ADMIN REFUND                  | 5,930,681,465         | 0.01943385     | \$115,256                             |
| RICHLAND - POLICE STATION                | 5,908,223,699         | 0.04209810     | \$248,725                             |
| RICHLAND - COMMUNITY CTR/DEBIT SERVICES  | 5,908,223,699         | 0.05247617     | \$310,041                             |
| RICHLAND - LIBRARY                       | 5,908,223,699         | 0.22624549     | \$1,336,709                           |
| WEST RICHLAND - CURRENT EXPENSE          | 1,089,615,594         | 2.00000000     | \$2,179,231                           |
| FIRE DISTRICT #1-CURRENT EXPENSE         | 1,787,295,005         | 1.42962387     | \$2,555,160                           |
| FIRE DISTRICT #1-GO BOND (2014)          | 1,787,295,005         | 0.03890136     | \$69,527                              |
| FIRE DISTRICT #1-GO BOND (2012)          | 5,595,177             | 0.03890136     | \$218                                 |
| FIRE DISTRICT #1 - GO BOND (2012)        | 1,787,295,005         | 0.03147476     | \$56,255                              |
| FIRE DISTRICT #1 - VOTED BOND (2003)     | 15,064,451            | 0.03147476     | \$474                                 |
| FIRE DISTRICT #2-CURRENT EXPENSE         | 2,251,107,842         | 0.07396358     | \$166,500                             |
| FIRE DISTRICT #2-BOND                    | 491,174,285           | 1.50000000     | \$736,761                             |
| FIRE DISTRICT #2 EMS                     | 486,403,263           | 0.25420882     | \$123,648                             |
| FIRE DISTRICT #2 EMS-ADMIN REFUND        | 491,174,285           | 0.47386253     | \$232,749                             |
| FIRE DISTRICT #4-CURRENT EXPENSE         | 491,174,285           | 0.00254359     | \$1,249                               |
| FIRE DISTRICT #4-EMS                     | 1,460,090,262         | 1.50000000     | \$2,190,135                           |
| FIRE DISTRICT #5-CURRENT EXPENSE         | 1,460,090,262         | 0.50000000     | \$730,045                             |
| FIRE DISTRICT #6-CURRENT EXPENSE         | 120,913,553           | 0.60978598     | \$73,731                              |
| WEST BENTON REGIONAL FIRE AUTHORITY      | 678,351,834           | 1.29699329     | \$879,818                             |
|  | 1,146,747,990         | 0.93258364     | \$1,069,438                           |
| SCHOOL DISTRICT #116-BOND                | 1,289,821,014         |                | \$0                                   |
| SCHOOL DISTRICT #116-M & O               | 1,289,821,014         | 3.00641494     | \$3,877,737                           |
| SCHOOL DISTRICT #116-ADMIN REFUND        | 1,289,821,014         | 0.00630028     | \$8,126                               |
| SCHOOL DISTRICT #17-BOND                 | 7,352,082,268         | 1.61178827     | \$11,850,000                          |
| SCHOOL DISTRICT #17-M & O                | 7,352,082,268         | 3.40719800     | \$25,050,000                          |
| SCHOOL DISTRICT #200-BOND                | 69,358,551            | 2.96302856     | \$205,511                             |
| SCHOOL DISTRICT #200-M & O               | 69,358,551            | 1.90688051     | \$132,258                             |
| SCHOOL DISTRICT #400-BOND                | 7,127,525,801         | 1.59718818     | \$11,384,000                          |
| SCHOOL DISTRICT #400-M & O               | 7,127,525,801         | 3.39528760     | \$24,200,000                          |
| SCHOOL DISTRICT #400-ADMIN REFUND        | 7,127,525,801         |                | \$0                                   |
| SCHOOL DISTRICT #50-BOND                 | 521,130,621           | 0.31757872     | \$165,500                             |
| SCHOOL DISTRICT #50-M & O                | 521,130,621           | 0.54792213     | \$285,539                             |
| SCHOOL DISTRICT #50-ADMIN REFUND         | 521,130,621           | 0.00386713     | \$2,015                               |
| SCHOOL DISTRICT #52-BOND                 | 648,070,921           | 1.35633303     | \$879,000                             |
| SCHOOL DISTRICT #52-M & O                | 648,070,921           | 3.39469019     | \$2,200,000                           |
| SCHOOL DISTRICT #52-ADMIN REFUND         | 648,070,921           | 0.01446386     | \$9,374                               |
| SCHOOL DISTRICT #53-BOND                 | 507,002,811           |                | \$0                                   |
| SCHOOL DISTRICT #53-M & O                | 507,002,811           | 3.74751373     | \$1,900,000                           |
| SCHOOL DISTRICT #53-ADMIN REFUND         | 507,002,811           | 0.00947479     | \$4,804                               |
| PROSSER HOSPITAL-CURRENT EXPENSE         | 2,343,619,751         | 0.33489013     | \$784,855                             |
| KENNEWICK HOSPITAL-CURRENT EXPENSE       | 10,040,921,909        | 0.13579430     | \$1,363,500                           |
| KENNEWICK HOSPITAL-ADM REFUND            | 10,040,921,909        | 0.00042757     | \$4,293                               |
| PORT OF BENTON-CURRENT EXPENSE           | 5,773,135,238         | 0.34060170     | \$1,966,340                           |
| PORT OF BENTON-BOND 1997                 | 5,773,135,238         | 0.05862845     | \$338,470                             |
| PORT OF BENTON-ADMIN REFUND              | 5,773,135,238         | 0.00086608     | \$5,000                               |
| PORT OF KENNEWICK-CURRENT EXPENSE        | 11,828,517,016        | 0.33161348     | \$3,922,496                           |
| PORT OF KENNEWICK-ADMIN REFUND           | 11,828,517,016        | 0.00100818     | \$11,925                              |
| MID-COLUMBIA LIBRARY SYSTEM              | 10,099,876,692        | 0.36348378     | \$3,671,141                           |
| MID-COLUMBIA LIBRARY SYSTEM-ADMIN REFUND | 10,099,876,692        | 0.00099660     | \$10,066                              |
| BENTON CITY LIBRARY CAPITAL FACILTY AREA | 559,373,141           | 0.11574804     | \$64,746                              |
|  |                       |                | \$203,211,077                         |

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN FUND  
NUMBER 0153101, DEPARTMENT NUMBER 000

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**BENTON COUNTY LINE ITEM TRANSFER**

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

| BASE SUB<br>(6 digit) | LINE ITEM<br>(4 digit) | LINE ITEM NAME | AMOUNT   | BASE SUB<br>(6 digit) | LINE ITEM<br>(4 digit) | LINE ITEM NAME        | AMOUNT   |
|-----------------------|------------------------|----------------|----------|-----------------------|------------------------|-----------------------|----------|
| 594.110.              | 4189                   | Contingency    | \$45,000 | 511.700.              | 4103                   | Professional Services | \$45,000 |
|                       |                        |                |          |                       |                        |                       |          |
|                       |                        |                |          |                       |                        |                       |          |
|                       |                        |                |          |                       |                        |                       |          |
|                       |                        |                |          |                       |                        |                       |          |
|                       |                        |                |          |                       |                        |                       |          |
| TOTAL                 |                        |                | \$45,000 | TOTAL                 |                        |                       | \$45,000 |

**Explanation:**

LIT to pay Gordon Thomas Honeywell Governmental Affairs for Project Development Services in the amount of \$15,000 for February 1, 2017 through July 31, 2017 (per Resolution 2017-045) and for Consulting Services in the amount of \$30,000 for February 1, 2017 through December 31, 2017 (per Resolution 2017-046).

Prepared by:

Date:

Approved  Denied

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

| <u>AGENDA ITEM</u>  | <u>TYPE OF ACTION NEEDED</u>   |   |
|---|--|---|
| <p><b>Meeting Date:</b> February 7, 2017<br/> <b>Subject:</b> In the matter of establishing a Benton County Accessible Community Advisory Committee (ACAC)<br/> <b>Prepared by:</b> S. Faulconer<br/> <b>Reviewed by:</b> C. McKenzie</p> | <p><b>Execute Contract</b><br/> <b>Pass Resolution</b>           X<br/> <b>Pass Ordinance</b><br/> <b>Pass Motion</b><br/> <b>None</b></p> | <p><b>Consent Agenda</b>   X<br/> <b>Public Hearing</b><br/> <b>1st Discussion</b><br/> <b>2nd Discussion</b><br/> <b>Other</b></p> |

**SUMMARY**

Pursuant to the provisions of RCW 36.01.310, counties have the legal ability to create an Accessible Community Advisory Committee (“ACAC”) to (i) advise on addressing the needs of persons with disabilities in emergency plans; (ii) advise the county and other local governments within the county on access to programs, services, and activities, new construction or renovation projects, sidewalks, other pedestrian routes of travel, and disability parking enforcement; and (iii) develop local initiatives and activities to promote greater awareness of disability issues, and acceptance, involvement, and access of persons with disabilities within the community.

According to RCW 36.01.310, the Board of Benton County Commissioners and the Benton County Auditor’s Office can expand the scope of the existing Benton County Disability Access Voting Committee as established and maintained under RCW 29A.46.260 to that of an Accessible Community Advisory Committee (“ACAC”) by sending a letter of intent to the State of Washington.

This resolution will establish a 10-member committee to address the issues above, with rotating two-year terms.

**BACKGROUND INFORMATION**

In summer 2016, Shyanne Faulconer met with a member of the Arc of Tri-Cities that brought to our attention the ability of the County to form an ACAC. This individual desired that the County name the Arc of Tri-Cities as the “designated disability advocacy organization” rather than have a committee formed within and run by the County. However, because the County was able to expand the scope of the existing Disability Access Voting Committee (as required by RCW 29A.46.260 for the Auditor’s office to maintain) it was determined that expansion was a more feasible way to form the ACAC.

**RECOMMENDATION**

Sign the Resolution to form the Benton County Accessible Community Advisory Committee (ACAC) by expanding the scope of the Disability Access Voting Committee (pursuant to RCW 36.01.310).

**FISCAL IMPACT**

None.

# RESOLUTION

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

**IN THE MATTER OF ESTABLISHING A BENTON COUNTY ACCESSIBLE COMMUNITY ADVISORY COMMITTEE (ACAC)**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of Benton County Commissioners ( “the Board”) has the care of county property and the management of county funds and business; and

**WHEREAS**, pursuant to the provisions of RCW 36.01.310, counties have the legal ability to create an Accessible Community Advisory Committee (“ACAC”) to (i) advise on addressing the needs of persons with disabilities in emergency plans; (ii) advise the county and other local governments within the county on access to programs, services, and activities, new construction or renovation projects, sidewalks, other pedestrian routes of travel, and disability parking enforcement; and (iii) develop local initiatives and activities to promote greater awareness of disability issues, and acceptance, involvement, and access of persons with disabilities within the community; and

**WHEREAS**, pursuant to the provisions of RCW 36.01.310, the Board of Benton County Commissioners and the Benton County Auditor’s Office have agreed to expand the scope of the existing Benton County Disability Access Voting Committee as established and maintained under RCW 29A.46.260 to that of an Accessible Community Advisory Committee (“ACAC”); and

**WHEREAS**, the Legislature of the State of Washington (“the Legislature”) has found that when people who have disabilities are welcomed and included as members of our communities and provided with equal access to the opportunities available to others, their participation enriches those communities, enhances the strength of those communities’ diversity, and contributes toward the economic vitality of those communities; and

**WHEREAS**, the Legislature further found that more than nine hundred thousand (900,000) Washington state residents with disabilities continue to face barriers to full participation that could be easily eliminated; and

**WHEREAS**, focusing on removing barriers to inclusion empowers people with disabilities by giving them an equal chance to contribute to their communities; and

**WHEREAS**, pursuant to the provisions of RCW 36.01.310, the Board has opted to create an Accessible Communities Advisory Committee with members that include persons with a diverse range of disabilities who are knowledgeable in identifying and eliminating attitudinal, programmatic, communication, and physical barriers encountered by persons with disabilities; and

**WHEREAS**, the Board desires to create a ten (10) member Benton County Accessible Communities Advisory Committee (“ACAC”), to be administered by the Auditor or an authorized representative, and composed of members as provided for in RCW 36.01.310; and

**WHEREAS**, the Benton County Accessible Communities Advisory Committee (“ACAC”) shall have rotating, two-year terms and shall meet no less than once per quarter; **NOW, THEREFORE**,

**BE IT RESOLVED**, by the Board of Benton County Commissioners, pursuant to the provisions of RCW 36.32.120(6) and RCW 36.01.310, that the Board does hereby establish a ten-member Benton County Accessible Community Advisory Committee to perform duties pursuant to RCW 36.01.310.

**BE IT FURTHER RESOLVED**, by the Board that the Benton County Auditor or his/her duly authorized designee is hereby authorized to submit the appropriate documents as provided for in WAC Chapter 192-50 to obtain grants and reimbursement of travel, per diem, and reasonable accommodation for the Benton County Accessible Communities Advisory Committee meeting and committee sponsored activities (RCW 50.40.071-.072).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington.

Attest.....  
Clerk of the Board

## JOINT RESOLUTION

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

FRANKLIN COUNTY RESOLUTION NO. 2017 23

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

**IN THE MATTER OF PROVIDING A BI-COUNTY NON-BARGAINING HUMAN SERVICES, JUVENILE JUSTICE AND SUPERIOR COURT MAINTAINING THE CURRENT COUNTIES' CONTRIBUTION TO EMPLOYEE INSURANCE BENEFITS AND A GENERAL INCREASE OF WAGES FOR THE YEAR 2017**

**WHEREAS**, the Board of Benton County Commissioners and Board of Franklin County Commissioners has determined it is the best interest of the Counties to increase the 2016 Bi-County Non-Bargaining Salary Schedule by 2.0% effective February 1, 2017; and

**WHEREAS**, the Board of Benton County Commissioners and Board of Franklin County Commissioners has determined that the Bi-County Non-Bargaining contribution to employee benefits do not need to be adjusted for calendar year 2017; **NOW THEREFORE**,

**BE IT RESOLVED**, that the Benton County Commissioners and Board of Franklin County Commissioners has determined it appropriate to grant a general increase of 2.0% to regular Bi-County Non-Bargaining employees effective February 1, 2017, on the salary schedule for 2016 Bi-County Non-Bargaining personnel attached hereto, and

**BE IT RESOLVED**, that the Benton County Commissioners and Board of Franklin County Commissioners has determined that the Counties' monthly contribution for regular benefitted Bi-County Non-Bargaining employees eligible for benefits, will remain at \$1,045.56 per month, and

**BE IT FURTHER RESOLVED**, that it is mandatory that benefitted eligible employees be enrolled in Benton County's medical, dental, vision and life (\$24,000) insurance plans, to receive the Counties' monthly contribution; and

**BE IT FURTHER RESOLVED**, that any unused portion of the Counties' contribution available, above the mandated Benton County's medical, dental, vision and life plan premiums, may be applied to the purchase of supplemental group insurance, dependent coverage, with any remainder deposited into the employee's VEBA account; and

**BE IT FURTHER RESOLVED**, that provisions in any prior resolution on this subject, are superseded by similar provisions in this resolution and this resolution may be rescinded or modified at the sole discretion of the Boards without notification; and

**BE IT FURTHER RESOLVED**, that this resolution is not intended nor shall it be interpreted as limiting, compromising, or otherwise affecting the employees' "at will" status.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Dated this 25 day of JAN., 2017

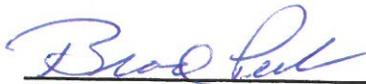
Board of Benton County Commissioners

Board of Franklin County Commissioners

\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chair Pro Tem

  
\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

Attested to by:

Attested to by:

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

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

Original: Benton County, Franklin County

cc: BC Personnel; BC Payroll; FC HR; Human Services; Superior Court; & Juvenile Justice

## 2017 SALARY SCHEDULE

### ALL BI-COUNTY NON-BARGAINING

| GRADE | STEPS in \$..... |      |      |      |      |      |      |       |       |
|-------|------------------|------|------|------|------|------|------|-------|-------|
|       | A                | B    | C    | D    | E    | F    | G    | H     | I     |
| 27    | 7975             | 8134 | 8419 | 8714 | 9019 | 9335 | 9662 | 10000 | 10350 |
| 26    | 7596             | 7748 | 8019 | 8300 | 8590 | 8891 | 9202 | 9524  | 9857  |
| 25    | 7234             | 7379 | 7637 | 7904 | 8181 | 8467 | 8763 | 9070  | 9387  |
| 24    | 6889             | 7027 | 7273 | 7528 | 7791 | 8064 | 8346 | 8638  | 8940  |
| 23    | 6562             | 6693 | 6927 | 7169 | 7420 | 7680 | 7949 | 8227  | 8515  |
| 22    | 6249             | 6374 | 6597 | 6828 | 7067 | 7314 | 7570 | 7835  | 8109  |
| 21    | 5951             | 6070 | 6282 | 6502 | 6730 | 6966 | 7210 | 7462  | 7723  |
| 20    | 5669             | 5782 | 5984 | 6193 | 6410 | 6634 | 6866 | 7106  | 7355  |
| 19    | 5399             | 5507 | 5700 | 5899 | 6105 | 6319 | 6540 | 6769  | 7006  |
| 18    | 5140             | 5243 | 5427 | 5617 | 5814 | 6017 | 6228 | 6446  | 6672  |
| 17    | 4896             | 4994 | 5169 | 5350 | 5537 | 5731 | 5932 | 6140  | 6355  |
| 16    | 4664             | 4757 | 4923 | 5095 | 5273 | 5458 | 5649 | 5847  | 6052  |
| 15    | 4440             | 4529 | 4688 | 4852 | 5022 | 5198 | 5380 | 5568  | 5763  |
| 14    | 4229             | 4314 | 4465 | 4621 | 4783 | 4950 | 5123 | 5302  | 5488  |
| 13    | 4027             | 4108 | 4252 | 4401 | 4555 | 4714 | 4879 | 5050  | 5227  |
| 12    | 3835             | 3912 | 4049 | 4191 | 4338 | 4490 | 4647 | 4810  | 4978  |
| 11    | 3653             | 3726 | 3856 | 3991 | 4131 | 4276 | 4426 | 4581  | 4741  |
| 10    | 3478             | 3548 | 3672 | 3801 | 3934 | 4072 | 4215 | 4363  | 4516  |
| 9     | 3314             | 3380 | 3498 | 3620 | 3747 | 3878 | 4014 | 4154  | 4299  |
| 8     | 3155             | 3218 | 3331 | 3448 | 3569 | 3694 | 3823 | 3957  | 4095  |
| 7     | 3006             | 3066 | 3173 | 3284 | 3399 | 3518 | 3641 | 3768  | 3900  |
| 6     | 2863             | 2920 | 3022 | 3128 | 3237 | 3350 | 3467 | 3588  | 3714  |
| 5     | 2726             | 2781 | 2878 | 2979 | 3083 | 3191 | 3303 | 3419  | 3539  |
| 4     | 2596             | 2648 | 2741 | 2837 | 2936 | 3039 | 3145 | 3255  | 3369  |
| 3     | 2473             | 2522 | 2610 | 2701 | 2796 | 2894 | 2995 | 3100  | 3209  |
| 2     | 2355             | 2402 | 2486 | 2573 | 2663 | 2756 | 2852 | 2952  | 3055  |
| 1     | 2242             | 2287 | 2367 | 2450 | 2536 | 2625 | 2717 | 2812  | 2910  |

cc: Superior Court, Juvenile, Justice, Human Services,  
Payroll, Personnel, and Stephen Hallstrom

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 111.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept; Auditor; File, LSK

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

| BASE SUB<br>(6 digit) | LINE ITEM<br>(4 digit) | LINE ITEM NAME | AMOUNT   | BASE SUB<br>(6 digit) | LINE ITEM<br>(4 digit) | LINE ITEM NAME | AMOUNT   |
|-----------------------|------------------------|----------------|----------|-----------------------|------------------------|----------------|----------|
| 512.400               | 1134                   | Judge          | \$13,000 | 512.400               | 1922                   | Judge Pro Tem  | \$13,000 |
|                       |                        |                |          |                       |                        |                |          |
|                       |                        |                |          |                       |                        |                |          |
|                       |                        |                |          |                       |                        |                |          |
|                       |                        |                |          |                       |                        |                |          |
|                       |                        |                |          |                       |                        |                |          |
| TOTAL                 |                        |                | \$13,000 | TOTAL                 |                        |                | \$13,000 |

Explanation:

Prepared by:

Date:

Approved

Denied

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

f. Award to G2 Commercial Construction for the Remodel of Exhibit Halls 2 & 3 and Construction of Timber Pavilion

| <b><u>AGENDA ITEM</u></b> |                                       | <b><u>TYPE OF ACTION NEEDED</u></b> |              |
|---------------------------|---------------------------------------|-------------------------------------|--------------|
| <b>Meeting Date:</b>      | <b>02/07/2017</b>                     | <b>Execute Contract</b>             | _____        |
| <b>Subject:</b>           | <b>Fairgrounds<br/>Building 2 - 3</b> | <b>Pass Resolution</b>              | _____        |
| <b>Prepared by:</b>       | <b>J.Donley</b>                       | <b>Pass Ordinance</b>               | _____        |
| <b>Reviewed by:</b>       |                                       | <b>Pass Motion</b>                  | _____        |
|                           |                                       | <b>Other</b>                        | _____        |
|                           |                                       | <b>Consent Agenda</b>               | <u>  X  </u> |
|                           |                                       | <b>Public Hearing</b>               | _____        |
|                           |                                       | <b>1st Discussion</b>               | _____        |
|                           |                                       | <b>2nd Discussion</b>               | _____        |
|                           |                                       | <b>Other</b>                        | _____        |

**BACKGROUND INFORMATION**

An Invitation for Bids for the remodel of exhibit halls 2 and 3 and construction of a heavy timber pavilion at the Benton County Fairgrounds was prepared and advertised and Benton County received and opened the following sealed bids on January 30, 2017:

1. G2 Commercial Construction, Inc.: \$1,663,500.00 (\$1,485,500 base + 4 alt. \$178,000)
2. DGR\*Grant Construction, Inc.: \$1,928,800.00 (\$1,613,000 base + 4 alt. \$315,800)
3. POW Contracting, LLC: \$2,306,475.00 (\$1,981,218 base + 4 alt. \$325,257)
4. MH Construction, Inc.: \$2,061,473.00 (\$1,640,000 base + 4 alt. \$421,473)

**RECOMMENDATION**

G2 Commercial Construction, Inc. was determined to be the lowest responsible bidder and the Public Services Administrator recommends entering into a contract with G2 Commercial Construction, Inc. for remodel of exhibit halls 2 and 3 and construction of a heavy timber pavilion at the Benton County Fairgrounds.

**FISCAL IMPACT**

Total Project estimate with Architectural, Engineering and Fees \$1,898,774.80

**MOTION**

Move to approve the Public Services Administrator prepare a contract with G2 Commercial Construction, Inc. for remodel of exhibit halls 2 and 3 and construction of a heavy timber pavilion at the Benton County Fairgrounds

# RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA. IN THE MATTER OF AWARDING THE REMODEL OF EXHIBIT HALLS 2 AND 3 AND CONSTRUCTION OF A NEW HEAVY TIMBER PAVILION AT THE BENTON COUNTY FAIRGROUNDS TO G2 COMMERCIAL CONSTRUCTION, INC. AS THE LOWEST RESPONSIBLE BIDDER**

**WHEREAS**, per Resolution 2016-539 dated July 12, 2016, the Board of Benton County Commissioners approved the contract amendment with CKJT Architects, PLLC., for architectural and engineering services for the Benton County Fairgrounds remodel of exhibit halls 2 and 3; and

**WHEREAS**, per Resolution 2016-660 dated September 13, 2016, the Board of Benton County Commissioners approved the contract amendment with CKJT Architects, PLLC., for architectural and engineering services for the construction of a new heavy timber pavilion between exhibit halls 2 and 3 at the Benton County Fairgrounds; and

**WHEREAS**, an Invitation for Bids for the remodel of exhibit halls 2 and 3 and the construction of a new heavy timber pavilion at the Benton County Fairgrounds was prepared and advertised and Benton County received and opened the following sealed bids on January 30, 2017:

1. G2 Commercial Construction, Inc.: \$1,663,500.00 (\$1,485,500 base + 4 alt. \$178,000)
2. DGR\*Grant Construction, Inc.: \$1,928,800.00 (\$1,613,000 base + 4 alt. \$315,800)
3. POW Contracting, LLC.: \$2,306,475.00 (\$1,981,218 base + 4 alt. \$325,257)
4. MH Construction, Inc.: \$2,061,473.00 (\$1,640,000 base + 4 alt. \$421,473)

**WHEREAS**, the Public Services Administrator and CKJT Architects, PLLC., reviewed the bid proposals and determined G2 Commercial Construction, Inc., Contractors License No. G2COMCC902JB, to be the lowest responsible bidder. The Public Facilities Administrator recommends entering into a contract for the remodel of exhibit halls 2 and 3 and the construction of a new heavy timber pavilion at the Benton County Fairgrounds with G2 Commercial Construction, Inc. in the amount of \$1,663,500.00 including W.S.S.T; **NOW, THEREFORE,**

**BE IT RESOLVED** the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation to enter into a contract for the remodel of exhibit halls 2 and 3 and the construction of a new heavy timber pavilion at the Benton County Fairgrounds with G2 Commercial Construction, Inc. in the amount of \$1,663,500.00 including W.S.S.T and authorizes the Public Services Administrator to prepare a contract for the Board's signature.

Dated this..... day of ....., 2017

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

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

\_\_\_\_\_  
Member

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

Constituting the Board of County Commissioners of Benton County,

| <u>AGENDA ITEM</u>   | <u>TYPE OF ACTION NEEDED</u> |                                     |                       |                                     |
|--|------------------------------|-------------------------------------|-----------------------|-------------------------------------|
| <b>Meeting Date:</b><br><br><b>Subject:</b><br><u>2016 Continuum of Care Program Grant Agreement</u>         | <b>Execute Contract</b>      | <input checked="" type="checkbox"/> | <b>Consent Agenda</b> | <input checked="" type="checkbox"/> |
|  | <b>Pass Resolution</b>       | <input checked="" type="checkbox"/> | <b>Public Hearing</b> | <input type="checkbox"/>            |
|  | <b>Pass Ordinance</b>        | <input type="checkbox"/>            | <b>1st Discussion</b> | <input type="checkbox"/>            |
|  | <b>Pass Motion</b>           | <input type="checkbox"/>            | <b>2nd Discussion</b> | <input type="checkbox"/>            |
|  | <b>Other</b>                 | <input type="checkbox"/>            | <b>Other</b>          | <input type="checkbox"/>            |
| <b>Prepared by:</b><br>Deena Horton, Admin Assist<br><b>Reviewed by:</b><br>Kyle Sullivan, Administrator-DHS |                              |                                     |                       |                                     |

**BACKGROUND INFORMATION**

The United States Department of Housing and Urban Development (HUD) has entered into an agreement with Benton and Franklin Counties Department of Human Services to operate the Benton & Franklin Counties Shelter Plus Care Program through the 2016 Continuum of Care Program Grant Agreement.

The program is designed to: promote community wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, States, and local governments to quickly rehouse homeless individuals (including unaccompanied youth) and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effective utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

**COORDINATION**

Michalea Murdock—BCPA  
 Kyle Sullivan—DHS  
 Jennifer Chapa—DHS

**SUMMARY**

**Award:** Total grant amount of \$98,727.00  
**Period:** November 1, 2016 through October 31, 2017  
**Funding Source:** United States Department of Housing and Urban Development

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this agreement is provided by the United States Department of Housing and Urban Development. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a grant amount of \$98,727.00.

**MOTION**

To approve signing Original Continuum of Care (CoC) Program Grant No: WA0072L0T011205, CoC Program Renewal Award No. WA0072L0T011508, 2015 Continuum of Care Program Grant Agreement with United States Department of Housing and Urban Development and to authorize the Chair to sign on behalf of the Board.

\_\_\_\_\_  
 Signature

# JOINT RESOLUTION

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

FRANKLIN COUNTY RESOLUTION NO. 2017 21

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

**RE: IN THE MATTER OF EXECUTING ORIGINAL CONTINUUM (CoC) OF CARE PROGRAM GRANT NUMBER: WA0072L0T011205, CoC PROGRAM RENEWAL AWARD NUMBER: WA0072L0T011508, 2016 CONTINUUM OF CARE PROGRAM GRANT AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES**

**WHEREAS**, the United States Department of Housing and Urban Development (HUD) has entered into an agreement with Benton and Franklin Counties Department of Human Services to operate the Benton & Franklin Counties Shelter Plus Care Program through the 2016 Continuum of Care Program Grant Agreement; and

**WHEREAS**, the Continuum of Care program is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11381-11389); and

**WHEREAS**, the program is designed to: promote community wide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, States, and local governments to quickly rehouse homeless individuals (including unaccompanied youth) and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effective utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness; NOW, THEREFORE,

**BE IT RESOLVED**, that the Boards of Benton and Franklin County Commissioners hereby accept the signed agreement signed by the previous administrator of Benton and Franklin Counties Department of Human Services; and

**BE IT RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Original Continuum of Care (CoC) Program Grant Number: WA0072L0T011205, CoC Program Renewal Award Number: WA0072L0T011508, 2016 Continuum of Care Program Grant Agreement between the United States Department of Housing and Urban Development (HUD) and Benton and Franklin Counties Department of Human Services, to operate the Benton & Franklin Counties Shelter Plus Care Program, for a total grant amount of \$98,727.00; and

**BE IT FURTHER RESOLVED**, the term of the attached agreement commences on the November 1, 2016 and ends on October 31, 2017.

Dated this.....day of ....., 2017

Dated this..25...day of JANUARY..., 2017

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

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

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

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

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

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

Attest:   
Clerk of the Board



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
909 First Avenue  
Suite 200  
Seattle, WA 98104

**Tax ID No.: 91-6001296**  
**CoC Program Grant Number: WA0072L0T011508**  
**Effective Date: 12/22/2016**  
**DUNS No.: 083738997**

## **CONTINUUM OF CARE PROGRAM GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Benton and Franklin Counties Department of Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



\_\_\_\_\_  
(Signature)

Jack Peters, Director  
\_\_\_\_\_  
(Typed Name and Title)

December 22, 2016  
\_\_\_\_\_  
(Date)

**RECIPIENT**

Benton and Franklin Counties Department of Human Services  
\_\_\_\_\_  
(Name of Organization)

By:



\_\_\_\_\_  
(Signature of Authorized Official)

Kyle Sullivan Administrator  
\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

1/12/17  
\_\_\_\_\_  
(Date)

**Tax ID No.: 91-6001296**  
**CoC Program Grant Number: WA0072L0T011508**  
**Effective Date: 12/22/2016**  
**DUNS No.: 083738997**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (~~has~~ **has not**) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD’s total funding obligation for this grant and project is \$\_\_98727\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project’s final operating year under the grant that has been renewed.

| <b>Project No.</b> | <b>Performance Period</b> |
|--------------------|---------------------------|
| WA0072L0T011508    | 11-01-2016- 10-31-2017    |

Allocated between budget line items as follows:

|   |          |
|---|----------|
| a. Continuum of Care planning activities  | \$ 0     |
| b. UFA costs                              | \$ 0     |
| c. Acquisition                            | \$ 0     |
| d. Rehabilitation                         | \$ 0     |
| e. New construction                       | \$ 0     |
| f. Leasing                                | \$ 0     |
| g. Rental assistance                      | \$ 94500 |
| h. Supportive services                    | \$ 0     |
| i. Operating costs                        | \$ 0     |
| j. Homeless Management Information System | \$ 0     |
| k. Administrative costs                   | \$ 4227  |

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has ~~has not~~ been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

**Tax ID No.: 91-6001296**  
**CoC Program Grant Number: WA0072L0T011508**  
**Effective Date: 12/22/2016**  
**DUNS No.: 083738997**

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

| <u>Grant No.</u> | <u>Recipient Name</u> | <u>Indirect cost rate</u> | <u>Cost Base</u> |
|------------------|-----------------------|---------------------------|------------------|
|------------------|-----------------------|---------------------------|------------------|

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:

*John W. Peters*

\_\_\_\_\_  
(Signature)

Jack Peters, Director  
\_\_\_\_\_  
(Typed Name and Title)

December 22, 2016  
\_\_\_\_\_  
(Date)

**RECIPIENT**

Benton and Franklin Counties Department of Human Services  
\_\_\_\_\_  
(Name of Organization)

By:

*Kyle Sullivan*  
\_\_\_\_\_  
(Signature of Authorized Official)

*Kyle Sullivan Administrator*  
\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

*1/12/17*  
\_\_\_\_\_  
(Date)

**Original CoC Program Grant No.: WA0072L0T011205**  
**CoC Program Renewal Award No.: WA0072L0T011508**  
**2016 Continuum of Care Program Grant Agreement**  
**Project Name: Benton & Franklin Counties Shelter Plus Care Program**

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

|                                |                               |                                 |      |
|--------------------------------|-------------------------------|---------------------------------|------|
| <b>For Benton County:</b>      |                               | <b>For Franklin County:</b>     |      |
|                                |                               |                                 |      |
| Chair                          | Date                          | Chair                           | Date |
| <b>Attest:</b>                 |                               | <b>Attest:</b>                  |      |
|                                |                               |                                 |      |
| Clerk of the Board             |                               | Clerk of the Board              |      |
| <b>Approved as to content:</b> | <b>Approved as to form:</b>   | <b>Approved as to form:</b>     |      |
|                                |                               |                                 |      |
| Dept. of Human Services        | Benton Co Prosecutor's Office | Franklin Co Prosecutor's Office |      |



2012 Continuum of Care Program Grant Agreement  
Exhibit 1a.



# FEDERAL REGISTER

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Vol. 77                      Tuesday,  
No. 147                     July 31, 2012

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## Part II

### Department of Housing and Urban Development

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24 CFR Part 578  
Homeless Emergency Assistance and Rapid Transition to Housing:  
Continuum of Care Program; Interim Final Rule

| <u>AGENDA ITEM</u>  | <u>TYPE OF ACTION NEEDED</u>   |   |
|---|--|---|
| <p><b>Meeting Date:</b></p> <p><b>Subject:</b><br/><u>Lease Addendum between Our Lady of Lourdes, DBA Lourdes Counseling Center and Benton County &amp; Franklin County</u></p> <p><b>Prepared by:</b><br/>Deena Horton-DHS</p> <p><b>Reviewed by:</b><br/>Kyle Sullivan, Administrator-DHS</p> | <p><b>Execute Addendum</b>      <u>  X  </u></p> <p><b>Pass Resolution</b>        <u>  X  </u></p> <p><b>Pass Ordinance</b>        <u>      </u></p> <p><b>Pass Motion</b>            <u>      </u></p> <p><b>Other</b>                    <u>      </u></p> | <p><b>Consent Agenda</b>        <u>  X  </u></p> <p><b>Public Hearing</b>           <u>      </u></p> <p><b>1st Discussion</b>         <u>      </u></p> <p><b>2nd Discussion</b>        <u>      </u></p> <p><b>Other</b>                    <u>      </u></p> |

**BACKGROUND INFORMATION**

Franklin County is the owner of real property commonly known as 1020 S. 7<sup>th</sup>, Pasco, WA which is leased to Benton County by separate agreement. Benton County and Franklin County hold the possessory interest in the Leased Property. The lessee desires to lease the Leased Property from the County for Substance Use Disorder (Detox) services. The County currently is not in need of the Leased Property.

**SUMMARY**

**Award:** Lessee shall pay \$1.00 per month as and for renting during the term of this lease.  
**Period:** June 1, 2016 – July 30, 2017

**RECOMMENDATION**

- Sign the Resolution to accept the proposed Lease.
- Approve the proposed Lease by signing all the copies where indicated

**FISCAL IMPACT**

**There is no impact on the current expense budget.**

**MOTION**

To approve signing the Lease between Lourdes Counseling Center and Benton County and Franklin County, and to authorize the Chair to sign of behalf of the Board.

\_\_\_\_\_  
Signature

# JOINT RESOLUTION

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

Franklin County Resolution No. 2017 22

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

**IN THE MATTER OF EXECUTION OF THE LEASE AGREEMENT BETWEEN OUR LADY OF LOURDES dba/ LOURDES COUNSELING CENTER AND BENTON COUNTY AND FRANKLIN COUNTY,**

**WHEREAS**, Franklin County is the owner of certain real property described in Exhibit A commonly known as 1020 S. 7<sup>th</sup>, Pasco, WA 99301 which is leased to Benton County by separate agreement,

**WHEREAS**, Benton County and Franklin County hold the possessory interest in the Leased Property,

**WHEREAS**, The Lessee desires to lease the Leased Property from the County for Substance Use Disorder (Detox) services

**WHEREAS**, The County is currently not in need of the Leased Property for any other purposes and is authorized to enter into this Agreement pursuant to Article VIII of the Washington State Constitution

**WHEREAS**, The County is willing to allow the Lessee to use its Leased Property for Detox Services; **NOW THEREFORE**,

**BE IT RESOLVED** that the Chairpersons are hereby authorized to sign the lease addendum on behalf of the Boards of Benton County and Franklin County Commissioners.

Dated this . . . day of . . . . ., 2017.

Dated this 25 day of January . . . , 2017.

\_\_\_\_\_  
Chair, Benton County Commissioners

PEKoch  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Chair, Pro Tem

Brian Cook  
Chair, Pro Tem

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

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

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

Attest: Karin Melham  
Clerk of the Board

## LEASE AGREEMENT

This Lease Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, (collectively the "County" or "Lessor"), and Our Lady of Lourdes Hospital at Pasco, a not-for-profit corporation d/b/a/ Lourdes Counseling Center, with its principal offices at 520 N. 4th Avenue, Pasco, WA 99301 (the "Lessee").

### I. RECITALS

- A. Franklin County is the owner of certain real property described in Exhibit A commonly known as 1020 S. 7<sup>th</sup>, Pasco, WA 99301 which is leased to Benton County by separate agreement.
- B. Benton County and Franklin County hold the possessory interest in the Leased Property.
- C. The Lessee desires to lease the Leased Property from the County for Substance Use Disorder (Detox) services.
- D. The County is currently not in need of the Leased Property for any other purposes and is authorized to enter into this Agreement pursuant to Article VIII of the Washington State Constitution.
- E. The County is willing to allow the Lessee to use its Leased Property for Detox services under the following terms and conditions.

### II. AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and benefits herein, the parties agree as follows:

1. Property Leased. The County hereby leases to the Lessee under the terms and conditions set forth herein the building and improvements located at 1020 S. 7<sup>th</sup>, Pasco, WA 99301 together with parking located at same address, (and legally described as attached hereto as Exhibit A (herein the "Leased Property" )).
2. Use of Property. The Leased Property shall be used solely for the purposes of serving persons qualified for Detox services administered via contract with Greater Columbia Behavioral Health (GCBH).
3. Term. The term of this Agreement shall commence June 1, 2016, and end June 30, 2017; **provided, however**, the County may earlier terminate this Agreement as provided in Section 12 below.
4. Rent. In addition to providing the services referenced in Section 2 throughout the term of this Lease, in consideration of this lease, Lessee shall pay to Franklin County and Benton

County the sum of One Dollar (\$ 1.00) per month as and for rental during the term of this lease payable in one lump sum upon execution of this Agreement.

5. Improvements to the Leased Property.

5.1. The Lessee shall have the right to make improvements to the Leased Property in the nature of regular maintenance and upkeep of said property. The Lessee may also make other improvements to the Leased Property only upon obtaining the advance written consent of the County.

5.2. The Lessee shall comply with all local, state, and federal applicable laws, ordinances, regulations and requirements for the construction of any capital improvements on the Leased Property.

5.3. During the term of this Agreement, title to all facilities, improvements, alterations, and appurtenant fixtures affixed to and constructed by the Lessee on the Leased Property, shall be deemed to be part of the Leased Property and shall vest in the County. Upon expiration of this Agreement or the earlier termination of this Agreement as provided under Section 12 below, all personal property of the Lessee shall be removed by the Lessee at the termination of this Agreement, but upon such removal, the Lessee shall place the Leased Property in good condition. The County shall have the option, to be exercised on expiration of termination of the lease, to require the Lessee, at the Lessee's expense, to remove all such improvements, alterations or appurtenances.

6. Maintenance and Repair. The Lessee shall provide all ordinary maintenance and repair including routine custodial maintenance of all improvements, landscaping, fixtures, and equipment on the Leased Property such that the site is maintained in a clean, sanitary, good, and safe condition. The Lessee shall not commit or cause or suffer to be committed any waste on the Leased Property. The Lessee shall be solely responsible for any repair caused by Lessee's use of the Leased Property and for any charges resulting from police, fire, or other emergency response activities on the Leased Property due to the Lessee's use.

If, after twenty (20) days' notice from the County, Lessee fails to maintain or repair and part of the Leased Property or any improvement, landscaping, fixture or equipment thereon, County may, but shall not be obligated to, enter upon the Leased Property and perform such maintenance or repair, and Lessee agrees to pay the costs thereof to County upon receipt of written demand.

7. Utilities. The Lessee shall timely pay any charges for water, sewer, electricity, heat, local phone, internet access and all other public utilities.

8. Compliance with Applicable Laws, Regulations and Rules. The Lessee shall not knowingly commit or willfully permit to be committed on the Leased Property any act or thing contrary to the laws, rules or regulations of any federal, state or local governmental authority, including rules, regulations and policies adopted by the County. The Lessee specifically agrees to comply and pay all costs associated with achieving such compliance.

9. Surrender at End of Term. The Lessee shall surrender the Leased Property at the expiration of the term or extension thereof, in good order, condition and repair, reasonable wear and tear excepted.

10. No Representations. Neither the County nor its agents has made any representations whatsoever with respect to the condition or suitability of use of the Leased Property or any improvements thereto and no rights, easements or licenses are acquired by the Lessee by implication unless expressly set forth in the provisions of this Agreement. The use of the Leased Property by the Lessee shall be conclusive evidence that the Lessee has inspected and knows the condition of the Leased Property and accepts the Leased Property "AS IS," "IN ITS PRESENT CONDITION," and "WITHOUT ANY WARRANTIES WHATSOEVER."

Furthermore, the County shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the Leased Property, whether known or unknown, or for damage by storm, rain, or leakage or any other occurrence.

11. Assignment and Subletting. The Lessee may not assign this Agreement without the prior written consent of the County, except that Lessee may freely assign the Agreement or delegate all or part of its obligations to any affiliate of Lessee or successor in interest without consent of the County. For the avoidance of doubt, the County's consent is not required for an assignment of the lease in connection with a sale or other disposition of substantially all of the assets of Lessee or a subsequent sale by Lessee's successor in interest. Without limiting the foregoing and notwithstanding the provisions of this section of the Agreement, the County acknowledges and expressly consents to an assignment of this Agreement by Lessee to RegionalCare Hospital Partners Holdings, Inc., or an affiliate. The Lessee may sublet this agreement provided that the sublessee is subject to the terms and conditions of this lease agreement in full. The Lessee's duties are not modified, terminated or otherwise waived by Lessor as a result of the authorization to sublease.

12. Termination.

12.1. Termination by the County.

12.1.1 The County may terminate this Agreement at any time for any reason with or without cause by giving a three (3) months advance written notice to the Lessee. In addition, if for any reason the contract for detox services between Lessee and Greater Columbia Behavioral Health (GCBH) is terminated County may terminate this Agreement by giving Lessee seven (7) days advance written notice.

12.2. Termination of the Lessee.

12.2.1 In the event the Leased Property is structurally unsound, destroyed, or damaged by fire, earthquake, act of God or other casualty to such an extent that the Lessee cannot use the Leased Property in a safe manner for its purposes, it shall be optional with the Lessee to terminate this Agreement by giving thirty (30) days advance written notice to the County. The County is under no obligation to repair or replace Leased Property damaged or destroyed by any casualty or occurrence.

12.2.2 The Lessee may terminate this Agreement at any time for any reason with or without cause by giving a three (3) months advance written notice.

13. Insurance.

At all, times during the term of this Agreement or any extension thereto, the Lessee shall maintain in full force, and affect the following insurance policies:

13.1. The Lessee will maintain commercial general liability insurance with a minimum coverage of one million dollars (\$1,000,000) payable to any one person for personal injury or death arising out of per occurrence. The general aggregate limit will apply separately to the Lease and be less than two million dollars (\$2,000,000) from use of the Leased Property or the Lessee's performance of its obligations under this Agreement. The general liability policy shall name Franklin County, Benton County and each of their respective officers, officials, employees, and agents as additional named insured with respect to liability arising out of the Lessee's use of the Leased Property and shall not exclude any reasonably anticipated peril related to the Lessee's use of the Leased Property such as criminal activity, alcohol/drug use, or assault and battery.

13.2. The Lessee will maintain Leased Property, fire and extended coverage insurance with rent interruption endorsement in an amount equal to the replacement value of all improvements, structures, and buildings located on the Leased Property. The policy shall include Franklin County and Benton County as an insured for its interest in the Leased Property.

13.3. The Lessee will maintain workers compensation insurance as required by Title 51, Revised Code of Washington

13.4. Insurance coverage shall not be suspended, voided cancelled, or reduced in limits until after forty-five (45) days prior notice is provided to the County. All insurance coverage shall be primary and non-contributory to any insurance carried by the County.

13.5. All insurance required to be maintained by the Lessee under this Agreement shall be placed with insurers authorized to transact business in the State of Washington and with Best's rating of no less than A-: VII. On the effective date of this Agreement, and thereafter not less than fifteen (15) days prior to the expiration dates of the existing policies furnished pursuant to this paragraph, certificates evidencing the required insurance shall be delivered by the Lessee to the County Risk Manager. Within fifteen (15) days after the premium on each such policy shall become due and payable, evidence shall be supplied to the County of such payment. The County reserves the right to require complete certified copies of all required insurance policies at any time.

14. Indemnification/Hold Harmless.

14.1. The Lessee shall indemnify, defend, and hold harmless the County, its employees, officials and agents against any and all claims, demands and lawsuits, and shall pay all costs and attorney's fees incurred in the defense thereof, for any injury to persons or property damage, including claims of the Lessee's employees, agents and invitees allegedly resulting from any act, incident, or accident arising from or relating to the Lessee's use of the Leased Property.

The Lessee shall not, by this provision, be required to indemnify, defend or hold harmless the County for any loss or damage, or cost incurred in defense, which arises out of the sole negligence of the County. The Lessee's obligation to indemnify the County shall not be relieved by its obligation to provide insurance coverage set forth under Section 13 above.

14.2. Lessee agrees to waive immunity under the industrial insurance provisions of Title 51 R.C.W., but only to the extent necessary to indemnify County, and Lessee agrees that this waiver has been mutually negotiated by the parties..

15. Inspection. The County shall have the right of inspection of the Leased Property from time to time with reasonable notice to Lessee.

16. Default. The following events are deemed events of default by the Lessee under this Agreement:

16.1 If the Lessee shall be in default of the performance of any obligations of this Agreement, and if such default is not cured within twenty (20) days after written notice thereof is given by the County; or if such default should be of such a nature that it cannot be cured completely within such twenty (20) day period, if the Lessee shall not have promptly commenced within such twenty (20) day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default;

16.2. If the Lessee shall be adjudged a bankruptcy, make a general assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a receiver or trustee in bankruptcy shall be appointed for the Lessee and such appointment is not vacated within thirty (30) days;

16.3. If this Agreement shall be assigned or Leased Property sublet other than in accordance with the terms of this Agreement and such default is not cured with twenty (20) days after written notice to the Lessee.

16.4. If any of the above events of default are not cured within the period stated above, then the County may immediately or at any time thereafter and without further notice or demand enter onto and upon the Leased Property or any part thereof and take absolute possession of the same, fully and absolutely without such reentry working a forfeiture of the covenant or covenants to be performed by the Lessee for the full term of this Agreement.

16.5. The statement of specific remedies as set forth above is not exclusive, and the County shall, at its option, have available any and all other remedies for default available to it under the laws of the State of Washington.

17. Quiet Enjoyment. The County warrants title and quiet enjoyment of the Leased Property.

18. Hazardous waste.

18.1. The Lessee will not cause nor permit any activities on the Leased Property, which directly or indirectly could result in the Leased Property becoming contaminated with

hazardous or toxic waste or substances. For purposes of this Agreement, the term hazardous or toxic waste or substances means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect.

18.2. The Lessee will indemnify and hold the County harmless from and against any and all claims, demands, damages, costs, expenses, losses, liens, liabilities, penalties, fines and lawsuits and other proceedings, (including attorney's fees) arising directly or indirectly from or out of, or in any way connected with any activities on the Leased Property during the Lessee's possession, control or use of the Leased Property which directly or indirectly result in the Leased Property or any other property becoming contaminated with hazardous or toxic waste or substances. The Lessee acknowledges that it will be solely responsible for all costs and expenses relating to the clean up of hazardous or toxic waste or substances from the Leased Property or from any other properties which become contaminated with hazardous or toxic waste or substances as a result of any contamination of or activities by the Lessee on the Leased Property.

19. Notice. Except as provided under Section 8 above, any notice required to be given by either party to the other pursuant to the provisions of this Agreement or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally or deposited in the United States mail, postage paid, registered or certified, return receipt requested, addressed as follows or to such other address as either party may designate to the other in writing from time to time:

Lessee:            **Lourdes Health Network**  
                          1175 Carondelet Drive, Richland, WA 99354

County:           **Franklin County**  
                          ATTN: County Administrator  
                          1016 N. 4<sup>th</sup> Ave.  
                          Pasco, WA 99301

AND

**Benton County**  
                          ATTN: County Administrator  
                          7122 W. Okanogan Place, Bldg A, Kennewick, WA 99336

20. Liens. The Lessee shall keep the Leased Property free from any liens arising out of any work performed, materials furnished or obligations incurred by the Lessee.

21. Other Documents. Each party undertakes to execute such additional or other documents as may be required to fully implement the intent of this Agreement.

22. Non-waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Agreement or to exercise any option herein contained in any one or more instances shall not be construed to be a waiver or relinquishment of

any such, or any other, covenant or agreements; but the same shall be and remain in full force and effect.

23. Successors. The terms, covenants and conditions herein contained shall accrue to the benefit of successors and assigns of the parties hereto.

24. Governing Law. This Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Washington.

25. Complete Agreement. This Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence and communication between the parties with respect to the Leased Property. No oral modification of or amendment to this Agreement shall be effective; however, this Agreement may be modified or amended by written agreement signed by all the parties to the Agreement.

26. Section Headings, Gender and Number. Section headings are not to be construed as binding provisions of this Agreement; they are for the convenience of the parties only. The masculine, feminine, singular and plural of any word or words shall be deemed to include and refer to the gender appropriate in the context.

27. Time of Essence. Time is of the essence of this Agreement and of every provision hereof.

28. Construction. Nothing contained herein shall create the relationship of principal and agent, of partnership, or of joint venture between the parties hereto. No third party beneficiaries are intended to be created through this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective April 1, 2016.

DATED this 25 day of JANUARY 2017.

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

  
\_\_\_\_\_  
Board Chair

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Franklin County  
Prosecuting Attorney, civil

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner





STATE OF WASHINGTON )  
COUNTY OF Benton )

SS.

On this day personally appeared before me John Searle, to me known to be the CEO of OUR LADY OF LOURDES HOSPITAL AT PASCO dba LOURDES COUNSELING CENTER the corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she/he was authorized to execute said instrument on behalf of said corporation.

GIVEN under my hand and official seal this 13 day of January, 2017.



Deena R Horton

Deena R Horton

(Printed name of notary)

NOTARY PUBLIC in and for the State of Washington, residing at Benton County.  
My commission expires: 6-13-2020

EXHIBIT A

LEGAL DESCRIPTION

Lots 4, 5 and 6, Block 12, with 10' of South 7<sup>th</sup> Street of Gantebein's Subdivision, in Franklin County, Washington.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN  
INSURANCE MANAGEMENT FUND NUMBER 0504101, DEPARTMENT NUMBER  
000.

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

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

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

cc: Dept., Auditor

### BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

| BASE SUB<br>(6 digit) | LINE ITEM<br>(4 digit) | LINE ITEM NAME | AMOUNT           | BASE SUB<br>(6 digit) | LINE ITEM<br>(4 digit) | LINE ITEM NAME      | AMOUNT           |
|-----------------------|------------------------|----------------|------------------|-----------------------|------------------------|---------------------|------------------|
| 519.610               | 4180                   | Legal Services | \$408,508        | 519.610               | 9102                   | Legal Services - PA | \$408,508        |
|                       |                        |                |                  |                       |                        |                     |                  |
|                       |                        |                |                  |                       |                        |                     |                  |
|                       |                        |                |                  |                       |                        |                     |                  |
|                       |                        |                |                  |                       |                        |                     |                  |
| <b>TOTAL</b>          |                        |                | <b>\$408,508</b> | <b>TOTAL</b>          |                        |                     | <b>\$408,508</b> |

**Explanation:**

Legal Services provided by the Prosecuting Attorney's Office should be paid by a 9000 since it is an internal service.

Prepared by:

Date:

Approved

Denied

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

## RESOLUTION

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

**IN THE MATTER OF COUNTY ROADS, RE: AUTHORIZATION TO SIGN RIGHT OF WAY PLANS FOR C.E. 1960 CRP NINE CANYON ROAD, PHASE III – COFFIN ROAD TO BECK ROAD**

**WHEREAS**, it is the intention of the Board of County Commissioners to reconstruct Nine Canyon Road, Coffin Road to Beck Road; and

**WHEREAS**, the County Engineer has stamped and signed the right of way plans for said project;  
**NOW, THEREFORE**,

**BE IT RESOLVED** that the right of way plans for this project are hereby approved, and the Chairman is authorized to sign the title page of said plans on behalf of Benton County.

Dated this 7th day of February 2017.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington



# RESOLUTION

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

**IN THE MATTER OF REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR E. R. & R. PURCHASE OF REFINED PETROLEUM PRODUCTS - BULK DIESEL FUEL**

**WHEREAS**, it is the intention of the Board of County Commissioners to purchase Refined Petroleum Products - Bulk Diesel Fuel for the E. R. & R. Department paid for by the E. R. & R. Fund; and

**WHEREAS**, a bid packet (No. CB 17-04) was prepared and has been reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney; **NOW, THEREFORE**,

**BE IT RESOLVED** that the County Engineer is authorized to proceed with the advertisement and bid process for CB 17-04, Purchase of Refined Petroleum Products - Bulk Diesel Fuel; and

**BE IT FURTHER RESOLVED** that the bids will be received by the Road Department, Benton County Courthouse, Prosser, Washington no later than 10:30 a.m., Thursday, February 23, 2017. No bids will be accepted after that date and time. Bids will be opened and read at the Benton County Road Department conference room at 11:00 a.m., Thursday, February 23, 2017.

Dated this 7th day of February, 2017.

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

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

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

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

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

OFFICE OF THE BENTON COUNTY ENGINEER  
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS  
CB 17-04

PROPOSALS FOR: REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL

BIDS RECEIVED: THURSDAY, FEBRUARY 23, 2017 AT 10:30 A.M., IN THE OFFICE OF THE BENTON COUNTY ENGINEER, 620 MARKET ST., COUNTY COURTHOUSE, PROSSER, WASHINGTON 99350-0954. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

BIDS OPENED: THURSDAY, FEBRUARY 23, 2017 AT 11:00 A.M., IN THE CONFERENCE ROOM OF THE BENTON COUNTY ROAD DEPARTMENT, BENTON COUNTY COURTHOUSE, PROSSER, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the column provided, the lowest price at which you will provide the articles specified below. Unsigned bids will not be considered.

The proposal is to be placed in a SEALED ENVELOPE marked "BID - REFINED PETROLEUM PRODUCTS", and delivered to Benton County Road Department at the location, date and time stated above. Bids shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed bid proposal is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids or conditions.

2. AWARD OF CONTRACT

The right is reserved by the Board of Benton County Commissioners to reject any or all bids, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low bid.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and do not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Shannon Christen at the Benton County Engineer's Office by telephone (509)786-5611 or (509)736-3084. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

3. EXECUTION OF CONTRACT:

Successful bidder will be required to enter into formal contract substantially similar to Exhibit A attached.

4. CONTRACTOR'S PROTECTIVE CLAUSE:

There shall be no obligation to deliver any or all the products included in this proposal in the customary manner when such deliveries are prevented or hindered by an Act of God, fire, strike, partial or total interruption or loss or shortage of transportation facilities, or by other similar or different acts of civil or military authorities, or by other like causes beyond the control of the Contractor.

5. TAXES:

It is understood that prices quoted on this bid shall be exclusive of Federal Taxes (Benton County will furnish an exemption certificate as required), but inclusive of other State taxes and fees. See Section 11 entitled "TAX PROVISIONS" for further information on what taxes shall be included in bid prices. In the event of any increase or decrease in the taxes and fees listed in Section 11. during the contract period, contract prices shall be increased or decreased accordingly. Washington State Sales Tax shall not be included in prices quoted on proposal but will be paid by Benton County on all applicable products at time of purchase.

6. BASIS OF AWARD:

In determining award of contract, the Board of County Commissioners will take into consideration the specifications and quality of products offered, the location of bidder's facility for distribution and prices quoted herein.

7. TIME OF ACCEPTANCE:

Bid submitted shall be for acceptance by the County of Benton within fifteen (15) calendar days from date of bid opening, or as may be further extended by the County of Benton with the consent of the bidder.

8. PERIOD OF CONTRACT:

This contract shall be for a period of one (1) year, commencing the 1st day of April 2017 and terminating on the 31st day of March 2018.

9. SCOPE:

This Bid Proposal is for the purchase of Ultra Low Sulfur No. 2 Dyed Diesel Fuel with lubricity. The Fuel will be purchased in tanker truck quantities. The following is a list of the Fuel that will be included in this bid as a mandatory item and an estimate of quarterly usage:

FUEL TYPE

ESTIMATE

ULTRA LOW SULFUR NO. 2 DYED  
DIESEL FUEL WITH LUBRICITY ..... 12,000 Gallons

The volume figures listed above and on the Bid Proposal represent an average quarterly usage and are offered for supplier internal planning only, and should not be considered for guaranteed usage.

All bulk products delivered by the Vendor shall be free from impurities including: water, dirt, harmful oils, fibrous materials, other harmful petroleum products or contaminants. In case of damage directly traceable to contamination, the Vendor shall be responsible for all costs incurred.

9. REQUIREMENTS:

a. All bidders must indicate whether they are a:

Manufacturer \_\_\_\_\_ or a Dealer/Distributor \_\_\_\_\_.

b. All dealer/distributors shall state the name of one (1) manufacturer who will be their major source of supply and price adjustment reference city (Seattle, Spokane, Portland, or Pasco) FOR FUEL TYPE:

| <u>FUEL TYPE</u>  | <u>MAJOR SUPPLIER</u> | <u>REFERENCE CITY</u> |
|---|-----------------------|-----------------------|
| ULTRA LOW SULPHUR<br>NO. 2 DYED DIESEL FUEL<br>WITH LUBRICITY | _____                 | _____                 |

c. All products are required to meet both Federal and State Environmental Protection Agency (EPA) Guidelines.

10. PRICING, PRICE ESCALATION - FUEL:

a. Because fuel pricing fluctuates from one day to another, the Oil Price Index Information Service (OPIS) subscription service has become the defacto standard for the basis of establishing fuel contract prices. OPIS regularly collects and reports the fuel prices at the refueling terminals (also referred to as the "Rack") across the nation. Fuel contract prices will be allowed to increase or decrease during the life of the contract and the **OPIS PADD 4/5 Report** rack prices (correlated to the actual delivery date) will serve as the basis for establishing contract fuel prices. No other price change method (such as referencing your own posted price list or your supplier's posted price list) or other publication shall be considered. Bidder refusal to accept OPIS for contract price adjustments as specified may be reason to find their bid as non-responsive. The successful bidder will be required to maintain his own subscription to OPIS in order to correctly calculate contract fuel prices.

b. Bidder shall specify his major supplier (see Section 9, "REQUIREMENTS" and the Bid Proposal) and the price adjustment reference city - (Seattle, Spokane, Portland, or Pasco) to be used for contract price adjustments, on Bid Proposal. Only one supplier and one reference city may be specified by each bidder for each product. If OPIS does not list one

or more specified supplier product prices for a reference city, the listed average price for that city will be used.

- c. The listed price for "ULS No. 2" fuel shall be used to reference changes in contract prices for Ultra Low Sulfur No. 2 diesel fuel.
- d. If it appears that an error has occurred in any OPIS issue, the Benton County Engineer's Office shall contact the publisher for clarification.
- e. A copy of the OPIS fuel report for day of delivery must be included with each invoice at time of billing.

11. TAX PROVISIONS:

The price for ULS No. 2 Dyed Diesel Fuel with lubricity **SHALL INCLUDE:**

|                                    |                     |
|------------------------------------|---------------------|
| Washington Spill Response          | _____ % as required |
| Washington Hazardous Substance Tax | _____ %             |
| Federal LUST Fees                  | \$_____ per gallon  |
| Federal Oil Spill Recovery Fees    | \$_____ per gallon  |

The price for ULS No. 2 Dyed Diesel Fuel with lubricity **SHALL NOT INCLUDE:**

- Federal Motor Fuel Tax
- Washington Diesel Excise Tax
- Washington State Sales Tax
- Washington Petroleum Products Tax

12. DELIVERY TIMES, LOCATIONS, AND AMOUNTS:

- a. All deliveries shall be made between, 7:30 a.m. and 2:00 p.m., Monday through Friday, except Holidays, unless otherwise permitted by the County Road Department.
- b. The Contractor(s) shall make deliveries within two (2) business days after receipt of each order to the following delivery points:

|   |  |
|---|--|
| Benton County Road Dept.<br>14303 N. Hinzerling Road<br>Prosser, WA 99350 | Benton County Road Dept.<br>102808 Wisner Parkway<br>Kennewick, WA 99338 |
|---|--|

- c. Each fuel order will be made by Benton County Road Department with a Purchase Order.
- d. At the present time Benton County has one (1) 5,000 Gallon above ground storage tank at each location.

- e. The delivery vehicle shall be equipped with all required equipment and adaptors necessary to pump the fuel product into the County owned above ground fuel storage tanks.
- f. The delivery vehicle shall be equipped with a metering device that is certified by the Washington State Department of Agriculture's Weights and Measures Program that accurately measures the liquid off-loaded in US Gallons to 1/10 of a gallon. The County reserves the right to request that the Vendor supply a certification document. The total number of gallons delivered shall be "**meter-stamped**" onto the bill of lading or delivery slip. The County reserves the right to reject the delivery and terminate the contract if the Vendor fails to use the required metering device to off-load fuel.

13. SPECIFICATIONS AND GENERAL REQUIREMENTS FOR DIESEL AND GASOLINE:

The guaranteed average and maximum Sulfur Content in "Ultra Low Sulfur Dyed Diesel" Grade No. 2 with lubricity:

Average \_\_\_\_\_

Maximum \_\_\_\_\_

Approved as to form:



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

Date: 1/26/2017



**EXHIBIT A**

**SUPPLY CONTRACT  
REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL**

**2017**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called “the County”, and \_\_\_\_\_, hereinafter called “the Contractor”.

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Contractor shall provide to the County, and the County shall obtain from the Contractor those refined petroleum products described and set forth in the “Proposal for Furnishing Refined Petroleum Products – Bulk Diesel Fuel” to the County of Benton (including Contractor’s proposal), a copy of which is attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Contractor for those products obtained pursuant hereto those prices set forth in Contractor’s proposal (Appendix A), PROVIDED, however, that any increase or decrease in the price to the Contractor of any such product shall, as soon as such increase or decrease occurs, result in an equivalent increase or decrease in the Contractor’s price to the County as set forth in the Contractor’s proposal. The County shall have the right to verify the prices charged to the Contractor for such products at the time of their delivery to the County by contacting the Contractor’s major supplier.

III. The Contractor agrees to deliver to the County such refined petroleum products at such locations within the County, at such times and in such quantities as the County may specify.

IV. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

V. 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, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors or their property upon or in the proximity of the property of the County. 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.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but

not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this Section V. shall survive termination and expiration of this Contract.**

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.

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

VII. Upon thirty (30) days prior notice in writing to the Contractor, the County may terminate this contract for any reason. Upon receipt of the notice of termination, Contractor shall immediately cease fuel deliveries. Upon termination, the County will make payment in full in accordance with the terms of this contract for any fuel deliveries made as of either the receipt date of the notice of termination or the third day following the date of notice of termination, whichever is sooner.

VIII. This agreement expires March 31, 2018.

IN WITNESS WHEREOF, the said Contractor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

CONTRACTOR:

by: \_\_\_\_\_

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

COUNTY OF BENTON:

by: \_\_\_\_\_

Chairman, Board of Benton  
County Commissioners

ATTEST:

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

Date \_\_\_\_\_

APPROVED AS TO FORM:

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

Date \_\_\_\_\_

MAILING LIST  
(Everything was emailed 1/25/17)

Herbicides  
2017

Helena Chemical  
1010 Kartchner St.  
Pasco, WA 99301  
dowc@helenachemical.com

Crop Production Services  
1315 St. Helens St.  
Pasco, WA 99301  
cindy.davis@cpsagu.com

Wilbur-Ellis Co.  
P. O. Box 764  
Pasco, WA 99301  
aomel@wilburellis.com

McGregor Company  
1020 S. Clodfelter Road  
Kennewick, WA 99338  
larry.childers@mcgregor.com

## RESOLUTION

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

**IN THE MATTER OF REQUESTING PERMISSION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR THE PURCHASE OF SURFACING MATERIALS-HOT MIX ASPHALT, ASPHALT FOR TACK COAT, COLD MIX, CHIP SEAL OIL, CRUSHED SURFACING BASE COURSE AND CRUSHED SURFACING TOP COURSE**

**WHEREAS**, it is the intention of the Board of County Commissioners to purchase surfacing materials for use by the Benton County Road Department paid for by the Road Fund; and

**WHEREAS**, a bid packet (No. CB 17-03) was prepared and has been reviewed and approved as to form by our departmental assigned Deputy Prosecuting Attorney; **NOW, THEREFORE**,

**BE IT RESOLVED** that the County Engineer is authorized to proceed with the advertisement and bid process for Bid No. CB 17-03 Purchase of Road Surfacing Materials-hot mix asphalt, asphalt for tack coat, cold mix, chip seal oil, crushed surfacing base course and crushed surfacing top course; and

**BE IT FURTHER RESOLVED** that the bids will be received by the Road Department, Benton County Courthouse, Prosser, Washington no later than 1:30 p.m., Thursday, February 23, 2017. No bids will be accepted after that date and time. Bids will be opened and read at the Benton County Road Department conference room at 2:00 p.m., Thursday, February 23, 2017.

Dated this 7<sup>th</sup> day of February 2017.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

OFFICE OF THE BENTON COUNTY ENGINEER  
BENTON COUNTY, WASHINGTON  
CB 17-03

REQUEST FOR BIDS

BIDS FOR: FURNISHING ROAD SURFACING MATERIALS.

BIDS RECEIVED: THURSDAY, FEBRUARY 23, 2017 AT 1:30 P.M., IN THE OFFICE OF BENTON COUNTY ROAD DEPARTMENT, P. O. BOX 1001, 620 MARKET ST., COUNTY COURTHOUSE, PROSSER, WASHINGTON 99350-0954. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

BIDS OPENED: THURSDAY, FEBRUARY 23, 2017 AT 2:00 P.M., IN THE ROAD DEPARTMENT CONFERENCE ROOM, BENTON COUNTY COURTHOUSE, PROSSER, WASHINGTON.

INSTRUCTIONS:

Please state hereon, in the columns provided in the Proposal, the lowest price at which you can provide the articles specified. If you cannot supply one of the products requested in the proposal, please put N/A in the bid price line. Unsigned bids will not be considered.

The proposal shall be placed in a sealed envelope marked "BIDS – ROAD SURFACING MATERIALS, and delivered to Benton County Road Department at the location, date and time stated above. Bids shall be considered final at the time and date for receiving bids. The County will not accept any changes for any reason, including bidding errors. Use of the enclosed bid proposal is required. Only bids submitted on the official form will be considered. The bid shall not contain any unauthorized additions, deletions, alternate bids or conditions.

AWARD OF CONTRACT

The right is reserved by the Board of Benton County Commissioners to reject any or all quotes, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low quote.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by award as provided herein, shall any contractual relations be created."

Should any discrepancies or omissions be found in the bid specifications, or doubt as to its meaning, bidder shall at once notify Shannon Christen at the Benton County Engineer's Office by telephone (509)786-5611 or (509)736-3084. Written instructions or addenda as required will be sent to all interested parties. All addenda issued shall be incorporated into the contract. The County shall not be held responsible for oral interpretations. Questions received less than forty-eight (48) hours before bid opening cannot be answered.

EXECUTION OF CONTRACT:

Successful bidder will be required to enter into a formal contract substantially similar to Exhibit A attached.

PROPOSED PURCHASE:

Conforming to the requirements of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, 2016 edition, the purchase contemplated is set forth as follows:

Furnishing HOT MIX ASPHALT (HMA), ASPHALT FOR TACK COAT, COLD MIX, CHIP SEAL OIL, CRUSHED SURFACING BASE COURSE, and CRUSHED SURFACING TOP COURSE as required by the Benton County Road Department in accordance with the following list of items during the period from April 1, 2017 through March 31, 2018.

The prices listed shall be the bidder's current bid prices. If prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The notice shall include verifiable justification for price increases.

The County will give the vendors advance notice of estimated quantities needed and will endeavor to place orders 48 hours prior to required delivery, except in emergencies.

The County may not be able to take continuous production depending on truck availability and travel distance. Every effort will be made to cooperate with vendor's scheduling requirements.

Pursuant to RCW 36.32.256, the County reserves the right to award the contract to more than one bidder, and to purchase material from a vendor other than the lowest bidder based upon the overall cost to the County. To determine the overall cost of a product to the County, the County will take its employees' hourly rate plus the hourly rate of the vehicle used to haul, times the anticipated haul time to and from the job site plus the cost of the material. This calculation shall be used to compare each vendor on each job. The lowest overall cost to the County will determine which vendor to purchase the product from for each project.

Address list of bidder's facilities:

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TAX PROVISIONS:

Washington State sales taxes will not be considered a part of the unit price. State sales tax will be added as a separate item on the invoice for each purchase.

|   |
|---|
| Approved as to form:  |
|  |
| Deputy Prosecuting Attorney   |
| Date <u>1/26/2017</u>   |



**EXHIBIT A**

**SUPPLY CONTRACT  
ROAD SURFACING MATERIALS  
(CB No. 17-03)**

**April 1, 2017 – March 31, 2018**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called "the County", and

\_\_\_\_\_ hereinafter called "the Vendor".

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto; the parties hereto covenant and agree as follows:

I. The Vendor shall provide to the County, and the County shall obtain from the Vendor those surfacing material products described and set forth in the "Request for Bids" and "Proposal", copies of which are attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Vendor for those products obtained pursuant hereto those prices set forth in Vendor's proposal (Appendix A), PROVIDED, however, that should any prices increase or decrease during the contract period, the vendor shall notify the Benton County Engineer in writing at least thirty (30) days prior to the effective change date. The County shall have the right to verify the prices charged to the Vendor for such products at the time of their delivery to the County by contacting the Vendor's major supplier.

III. Orders will be placed based on the location of the job and the location of the vendor's mixing plant facility and/or aggregate stockpiles, which will determine the cost to the County for hauling, in addition to the material cost. A vendor other than the low bidder may be used depending upon the availability of the product required by the County.

IV. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

V. The Vendor 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, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Vendor or its sub-vendors or their property upon or in the proximity of the property of the County. PROVIDED, that the Vendor'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.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Vendor, sub-vendor, 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 Vendor or sub-vendor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Vendor expressly waives any immunity the Vendor might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Vendor 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 Vendor makes with any sub-vendor or agent performing work hereunder. Vendor's obligations under this Section V. shall survive termination and expiration of this Contract.**

The vendor'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 Vendor, the Vendor's employees, agents or sub-vendors.

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

VII. Upon thirty (30) days prior notice in writing to the Vendor, the County may terminate this contract for any reason. Upon termination, the County will make payment in full in accordance with the terms of this contract.

VIII. This agreement begins April 1, 2017 and expires March 31, 2018.

IN WITNESS WHEREOF, the said Vendor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

VENDOR:

by: \_\_\_\_\_

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

COUNTY OF BENTON:

by: \_\_\_\_\_

Chairman, Board of Benton  
County Commissioners

ATTEST:

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

Date \_\_\_\_\_

APPROVED AS TO FORM:

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

Date \_\_\_\_\_

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF ONE (1) DODGE GRAND CARAVAN FROM DWAYNE LANE'S CHRYSLER JEEP DODGE UTILIZING WASHINGTON STATE CONTRACT NO. 05916 BY BENTON COUNTY EQUIPMENT RENTAL & REVOLVING (ER&R) FUND**

**WHEREAS**, Washington State Contract No. 05916 allows for the purchase of 2017 Dodge Grand Caravan from Dwayne Lane's Chrysler Jeep Dodge, Everett, WA; and

**WHEREAS**, a 2000 Dodge Ram Van (Equip. No. 1059) being rented by the IT Department was surplus in 2015 due to the fact it was over 10 years old and had reached the point where maintenance costs were beyond the value of the vehicle and in accordance with the *Guideline Policy for Equipment and Vehicles Owned by the Equipment Rental and Revolving Fund* was in need of replacement; and

**WHEREAS**, a replacement vehicle was not purchased at that time, however the IT Department has now decided their business needs require the replacement vehicle; and

**WHEREAS**, the following vehicle in accordance with the attached quote has been determined to meet the replacement need:

- One (1) 2017 Dodge Grand Caravan - State Contract No. 05916 from Dwayne Lane's Chrysler Jeep Dodge with an amount not to exceed \$23,977.00 plus WSST; and

**WHEREAS**, the County Engineer recommends purchasing the above vehicle as a replacement; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the County Engineer's recommendation and approves the purchase of one (1) 2017 Dodge Grand Caravan utilizing State Contract No. 05916 from Dwayne Lane's Chrysler Jeep Dodge, Everett, WA in the amount of \$23,977.00 plus WSST.

Dated this 7<sup>th</sup> day of February, 2017.

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

\_\_\_\_\_  
Chairman ProTem

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

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

## Shannon Christen

---

**From:** NOREPLY@des.wa.gov  
**Sent:** Monday, January 30, 2017 1:24 PM  
**To:** fleet@dwaynelane.com  
**Cc:** Shannon Christen  
**Subject:** Vehicle Purchase Request - 10300 - BENTON COUNTY - 10300

This is **NOT** a purchase order.

You must contact the dealer to discuss the purchase and provide a purchase order number before the vehicle will be ordered.

### Contract & Dealer Information

|   |                                    |
|---|------------------------------------|
| Contract #: 05916 - Motor Vehicles        | Dealer Contact: Mike O'Donnell     |
| Dealer: Dwayne Lane's Chrysler Jeep Dodge | Dealer Phone: (425) 754-5006       |
| 10515 Evergreen Way                       | Dealer Email: fleet@dwaynelane.com |
| Everett WA 98204                          |                                    |

### Organization Information

|   |   |
|---|---|
| Organization: 10300 - BENTON COUNTY - 10300 | Contact Email: shannon.christen@co.benton.wa.us |
| Order Contact: Shannon Christen             | Organization Reference #:                       |
| Contact Phone: 509-786-5611                 | Quote #: 2017-1-734                             |
| Vehicle Location: KENNEWICK                 |   |
| Comments:                                   |   |

### Color Options

White Knuckle (PW7) - 1

Tax Exempt: N

### Vehicle Options

| Order Code    | Option Description   | Qty | Unit Price  | Ext. Price  |
|---------------|--|-----|-------------|-------------|
| 2017-0413-001 | 2017 Dodge Grand Caravan SE 7-passenger (RTKH53), 29E  | 1   | \$21,292.00 | \$21,292.00 |
| 2017-0413-005 | Seating configuration change. "Stow 'N Go Seating". Deletes 2nd row bench seat and is replaced with fold-in-floor (Stow 'N Go) bucket seats with center isle, and 3rd row is a 3-person bench which folds in floor as well. (CYC).                               | 1   | \$1,995.00  | \$1,995.00  |
| 2017-0413-010 | UConnect Hands-Free Group: includes-UConnect Voice Command w/BLUETOOTH, BLUETOOTH streaming audio, Sirius Satellite radio, RR view auto dim mirror w/microphone, Steering Wheel mounted audio controls, Remote USB port, and Leather wrapped steering wheel(AAJ) | 1   | \$690.00    | \$690.00    |

### Request Totals

|                         |             |
|-------------------------|-------------|
| <b>Total Vehicles:</b>  | 1           |
| <b>Sub Total:</b>       | \$23,977.00 |
| <b>9.5 % Sales Tax:</b> | \$2,277.82  |
| <b>Request Total:</b>   | \$26,254.82 |

**Vehicle: 2017 Dodge Grand Caravan SE 7-passenger**

Contract #: 05916 - Motor Vehicles

Dealer: Dwayne Lane's Chrysler Jeep Dodge

**Vehicle Standard Specifications And Additional Information**

| <b>Specification Description</b>   | <b>Specification</b>   |
|--|--|
| 2017 Grand Caravan SE<br>7-Passenger (RTKH53, 29E)   | 7-passenger, WB 121.2 inch,<br>Overall length 202.5  |
| 3.6L V6 Flex fuel engine   | FCY/STD  |
| 6 speed Automatic transmission   | 6 speed Automatic transmission   |
| 7-passenger seating: 2 front bucket<br>seats, 2nd row 2 person bench seat,<br>3rd row 3 person bench | 7-passenger seating: 2 front bucket<br>seats, 2nd row 2 person bench seat,<br>3rd row 3 person bench |
| Cloth Seats  | FCY/STD  |
| Windows All Around   | FCY/STD  |
| Tinted Glass All Around  | FCY/STD  |
| Driver and passenger rear sliding<br>side doors with FIXED glass                                     | Driver and passenger rear sliding<br>side doors with FIXED glass                                     |
| Rear liftgate with glass, with rear<br>wiper and defroster   | Rear liftgate with glass, with rear<br>wiper and defroster   |
| Full Length Headliner  | FCY/STD  |
| Door, Side and Rear Interior Trim<br>Panels  | FCY/STD  |
| Electronic Stability Control System  | FCY/STD  |
| Air Conditioning and Heat ,<br>FRONT & REAR  | Front & Rear A/C & Heat  |
| Max Cooling - Radiator, Oil, Trans   | Maximum Factory Cooling –<br>Radiator, Engine Oil, Transmission                                      |
| Air Bag, Driver and Passenger,<br>Front and Side Impact  | FCY/STD  |
| Cruise Control/Tilt Steering Wheel<br>with telescoping steering wheel                                | Cruise Control/Tilt Steering Wheel<br>with telescoping steering wheel                                |
| Tires  | 225/65R17 BSW  |
| Tire Inflation Kit (NO spare tire)   | Tire Inflation Kit (NO spare tire)   |
| Power Steering   | FCY/STD  |
| Front Power Door Locks, pwr<br>Windows, and pwr/heated mirrors                                       | Front Power Door Locks, pwr<br>Windows, and pwr/heated mirrors                                       |
| 4 Wheel HD Pwr Anti-Lock Brakes  | FCY/STD  |
| HD Shocks & Springs F&R  | FCY/STD  |

|  |                               |
|--|-------------------------------|
| Gauges in Lieu of Warning Lights (Factory) (Identify) Speedo, Tach, Fuel, Battery, & Temp    | FCY/STD                       |
| Fuel Tank 20 gallons   | FCY/STD                       |
| Cigarette Lighter or Auxiliary Power Source  | FCY/STD                       |
| Intermittent Wipers  | FCY/STD                       |
| Battery, HD 730 CCA (600 CCA Min)  | FCY/STD                       |
| Traction Control System  | FCY/STD                       |
| Reading lights for front passengers, and a single dome light in the rear compartment         | FCY/STD                       |
| Remote Keyless Entry-Immobilizer keys (4)  | FCY/STD, Immobilizer keys (4) |
| Stereo, AM/FM/CD (factory)   | FCY/STD                       |
| Daytime Running Lights   | FCY/STD                       |
| Alternative Fuel Vehicle, Flexible Fuel E85 Gas/Ethanol with all contract required equipment | FCY/STD                       |
| Electric Rear Window Defroster   | FCY/STD                       |
| 4 set of keys exterior   | 4 sets of keys                |
| Factory Warranty, Describe 3/36 B to B, 5/100 PT   | 3/36 B to B, 5/100 PT         |
| Equipment above, if any, that will not be OEM factory installed (Informational only)         | Exterior keys                 |
| Tire Chain/Traction Device Compatible as equipped Above (Informational only)                 | Yes                           |
| Fuel economy   | City 17 Hwy 25                |
| Height Adjustable Driver's Seat Included (Informational only)                                | N/A                           |
| Mercury Content, If Any, In Vehicle Bid (Informational only)                                 | None                          |
| NHTSA Crash Test Ratings (1 to 5 stars) (Informational only)                                 | Frontal, Driver 4             |
| NHTSA Crash Test Ratings (1 to 5 stars) (Informational only)                                 | Passenger 4                   |
| NHTSA Crash Test Ratings (1 to 5 stars) (Informational only)                                 | Side front 5                  |

|  |                |
|--|----------------|
| NHTSA Crash Test Ratings (1 to 5 stars) (Informational only) | Rear 5         |
| NHTSA Crash Test Ratings (1 to 5 stars) (Informational only) | Roll over 4    |
| Days to deliver after receipt of order (Informational only)  | 60 to 120 days |
| Starting Date of Model Year Production (Informational only)  | 8/8/2016       |

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF TWO (2) FORD ESCAPES FROM COLUMBIA FORD UTILIZING WASHINGTON STATE CONTRACT NO. 05916 BY BENTON COUNTY EQUIPMENT RENTAL & REVOLVING (ER&R) FUND**

**WHEREAS**, Washington State Contract No. 05916 allows for the purchase of 2017 Ford Escapes from Columbia Ford, Longview, WA; and

**WHEREAS**, a 2009 Chevrolet Colorado Pickup (Equip. No. 1087) being rented by the Building Department and a 2009 Chevrolet Impala (Equip. No. 1084) being rented by the Auditor's office have reached over 100,000 miles, and in accordance with the *Guideline Policy for Equipment and Vehicles Owned by the Equipment Rental and Revolving Fund* are in need of replacement; and

**WHEREAS**, the following vehicles in accordance with the attached quote have been determined to meet the replacement needs:

- Two (2) 2017 Ford Escapes - State Contract No. 05916 from Columbia Ford with an amount not to exceed \$23,270.00 each plus WSST; and

**WHEREAS**, the County Engineer recommends purchasing the above vehicles as replacements; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the County Engineer's recommendation and approves the purchase of two (2) 2017 Ford Escapes utilizing State Contract No. 05916 from Columbia Ford, Longview, WA in the amount of \$46,540.00 plus WSST.

Dated this 7<sup>th</sup> day of February, 2017.

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

\_\_\_\_\_  
Chairman ProTem

\_\_\_\_\_  
Member

Constituting the Board of Commissioners  
of Benton County, Washington

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

## Shannon Christen

**From:** NOREPLY@des.wa.gov  
**Sent:** Monday, January 30, 2017 1:25 PM  
**To:** mariet@colford.com  
**Cc:** Shannon Christen  
**Subject:** Vehicle Purchase Request - 10300 - BENTON COUNTY - 10300

This is **NOT** a purchase order.

You must contact the dealer to discuss the purchase and provide a purchase order number before the vehicle will be ordered.

### Contract & Dealer Information

Contract #: 05916 - Motor Vehicles  
Dealer: Columbia Ford  
700 7th Avenue  
Longview WA 98632

Dealer Contact: Marie Tellinghiusen  
Dealer Phone: (360) 423-4321 Ext: 187  
Dealer Email: mariet@colford.com

### Organization Information

Organization: 10300 - BENTON COUNTY - 10300  
Order Contact: Shannon Christen  
Contact Phone: 509-786-5611  
Vehicle Location: KENNEWICK  
Comments:

Contact Email: shannon.christen@co.benton.wa.us  
Organization Reference #:  
Quote #: 2017-1-691

### Color Options

Oxford White - 2

Tax Exempt: N

### Vehicle Options

| Order Code    | Option Description   | Qty | Unit Price  | Ext. Price  |
|---------------|--|-----|-------------|-------------|
| 2017-0311-001 | 2017 Ford Escape Front-Wheel Drive, S Trim Level (U0F/100A)  | 2   | \$18,898.00 | \$37,796.00 |
| 2017-0311-013 | SE Trim Upgrade 2.0 (includes 2.0L Liter 4 Cylinder EcoBoost with Auto Start-Stop Technology (245HP) (FWD = 22/29 mpg, ) (Includes Fog Lamps, Privacy Glass, 10-way Power Driver's Seat with Power Lumbar, Rear Center Armrest, Satellite Radio, Dual-Zone Electronic Automatic Temperature Control with Rear Air Duct, Sparkle Silver-Painted Aluminum Wheels, Keyless Entry Keypad) (U0G/200A/999) | 2   | \$4,673.00  | \$9,346.00  |
| 2017-0311-014 | Upgrade Four Wheel Drive (Intelligent 4WD System) (Must also order either SE Trim Upgrade 1.5 or SE Trim Upgrade 2.0) (1.5L EcoBoost/4WD = 22/28 mpg) (2.0L EcoBoost/4WD = 20/27 mpg)(U9G/99X) (Credit due to factory incentive)   | 2   | (\$373.00)  | (\$746.00)  |
| 2017-0311-208 | Mud Flaps, Front & Rear (DLR)  | 2   | \$72.00     | \$144.00    |

### Request Totals

**Total Vehicles:** 2  
**Sub Total:** \$46,540.00  
**8.3 % Sales Tax:** \$3,862.82  
**Request Total:** \$50,402.82

**Vehicle: 2017 Ford Escape 2WD S**

Contract #: 05916 - Motor Vehicles

Dealer: Columbia Ford

**Vehicle Standard Specifications And Additional Information**

| <b>Specification Description</b>   | <b>Specification</b> |
|--|----------------------|
| 2017 Ford Escape 2WD (Front Wheel Drive), S Trim   | U0F/100A             |
| 2.5L i-VCT 4-cylinder engine   | 997                  |
| 6-Speed Automatic Transmission with SelectShift  | STANDARD             |
| Electric Power-Assisted Steering (EPAS)  | STANDARD             |
| 4-wheel Anti-Lock Disc Brake System (ABS)  | STANDARD             |
| Airbags: Dual Stage Front, Driver Knee, Front-Seat Mounted Side-Impact, Safety Canopy          | STANDARD             |
| Electronic Traction Control  | STANDARD             |
| Front/Rear Stabilizer Bar  | STANDARD             |
| Auto Halogen Headlamp  | STANDARD             |
| Air-Conditioning   | STANDARD             |
| Full Carpeting, Front and Rear Carpeted Floor Mats   | STANDARD             |
| Dome Light, Front and Rear Center, Front Map Lights, Rear Cargo Area Light                     | STANDARD             |
| Head Restraints and Three-Point Safety Belts, all (5) Seating Positions                        | STANDARD             |
| Cruise Control, Manual Tilt and Telescoping  | STANDARD             |
| Power Windows, Door Locks and Mirrors  | STANDARD             |
| 235/55 R17 Tires, 17" Steel Wheel and Cover  | STANDARD             |
| Mini Spare Tire, Wheel Nut Wrench and Jack   | STANDARD             |
| Tire Pressure Monitoring System (TPMS)   | STANDARD             |
| Five-Passenger, Cloth Buckets, 6-Way Manual Driver's Seat, 2nd Row 60/40 Fold-Flat Split Bench | STANDARD             |
| AM/FM/Single CD/MP3  | STANDARD             |
| Powerpoints: (4) Front/Top Center Console, Inside Console, Rear of Console and Cargo Bin       | STANDARD             |
| Rearview Camera with 4.2" Screen   | STANDARD             |
| Remote Keyless Entry (4 FOBS)  | STD/DLR              |
| SYNC Voice-Activated Communications System, includes (1) Smart Charging USB Port               | STANDARD             |
| Front Windshield Wipers, variable intermittent   | STANDARD             |
| Rear Liftgate Wiper, intermittent wash/wipe  | STANDARD             |

|  |          |
|--|----------|
| Rear Defroster   | STANDARD |
| Daytime Running Lamps, Configurable (on/off)   | STANDARD |
| Fuel Capacity, 16.2 Gallons  | STANDARD |
| 3-year/36,000 Mile Bumper-to-Bumper, 5-year/60,000 Mile Powertrain Warranty                                  | STANDARD |
| 60-120 Days Order to Delivery  | STANDARD |
| Exterior Paint: Oxford White, Ingot Silver, Magnetic, Shadow Black, Canyon Ridge, White Gold, Lightning Blue | STANDARD |
| Exterior Paint (Extra Cost): Ruby Red Metallic   | Optional |

# RESOLUTION

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

**IN THE MATTER OF APPROVING THE PURCHASE OF SIGN MATERIAL FOR THE TRAFFICJET PRINT SYSTEM FROM AVERY DENNISON FOR THE ER&R SIGN SHOP**

**WHEREAS**, per Resolution 2016-802 Benton County and the City of Yakima have entered into an Intergovernmental Cooperative Purchasing Agreement which, in accordance with RCW 39.34 allows us to purchase goods using contracts that have been executed according to State statues; and

**WHEREAS**, the City of Yakima has a contract in place with Avery Dennison; and

**WHEREAS**, Resolution 2016-1000 dated December 6, 2016 approved the purchase of a TrafficJet Print System from Avery Dennison using the City of Yakima’s contract; and

**WHEREAS**, a part of this contract with Avery Dennison allows for the as needed ordering of consumable sign materials; and

**WHEREAS**, sign materials need to be purchased in order to have supplies on hand; and

**WHEREAS**, the County Engineer recommends the purchase of the sign materials for the TrafficJet Print System from Avery Dennison in an amount not to exceed \$35,000.00 for the year 2017 using the City of Yakima’s contract; **NOW, THEREFORE**,

**BE IT RESOLVED**, that the Board of Benton County Commissioners approves the purchase of sign materials for the TrafficJet Print System from Avery Dennison in an amount not to exceed \$35,000.00 for the year 2017 payable from the ER&R Fund.

Dated this 7th day of February, 2017.

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

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

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

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

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

## RESOLUTION

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

**IN THE MATTER OF AWARDING A PERSONAL SERVICES CONTRACT TO QAL-TEK ASSOCIATES FOR CALIBRATION OF TWO TROXLER NUCLEAR 3430 MOISTURE DENSITY GAUGES**

**WHEREAS**, per Benton County Resolution 2012-677, Section 4.0 Services “The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost.”; and

**WHEREAS**, Benton County Road Department has two density gauges that need to be calibrated periodically to ensure their accuracy and precision are within industry standards; and

**WHEREAS**, the Benton County Engineer recommends entering into a personal services contract with Qal-Tek Associates for the calibration of two Troxler nuclear 3430 moisture density gauges; and

**WHEREAS**, our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form and Qal-Tek Associates has signed said contract; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and awards the attached personal services contract to Qal-Tek Associates for the calibration of two Troxler nuclear 3430 moisture density gauges in an amount not to exceed \$1,100.00; and

**BE IT FURTHER RESOLVED**, said personal services contract shall commence upon signature of both parties and shall expire March 31, 2017.

Dated this 7th day of February 2017.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**BENTON COUNTY  
PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

**QAL-TEK ASSOCIATES**

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 Qal-Tek Associates, with its principal offices at 3998 Commerce Circle, Idaho Falls 83401, (hereinafter "CONTRACTOR").

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

**1. DURATION OF CONTRACT**

The term of this Contract shall begin the last date signed and shall expire on March 31, 2017. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**2. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR will calibrate two Troxler Nuclear 3430 moisture density gauges to meet minimum accuracy ASTM standards. The calibration will take place at the Prosser Maintenance Facility, 14303 N. Hinzerling Road, Room 122, Prosser, WA 99350.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

**3. 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:

Jesse Ottesen  
3998 Commerce Circle  
Idaho Falls, ID 83401  
Phone: 888-523-5557  
Email: jottesen@qaltek.com

b. For COUNTY:

Matt Rasmussen  
P. O. Box 1001  
Prosser, WA 99350  
Phone: 509-786-5611  
Email: matt.rasmussen@co.benton.wa.us

**4. COMPENSATION**

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

- a. The calibration of the nuclear gauges is \$349.00 each plus a one-time service fee of \$300.00.
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$1,100.00.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, , submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

**5. AMENDMENTS AND CHANGES IN WORK**

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

**6. 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, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the work performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**

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

## **7. INSURANCE**

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of

CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. 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 and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury and Advertising Injury  
\$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTY, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [7]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident

\$1,000,000 Policy Limit for Disease

\$1,000,000 Each Employee for Disease

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
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. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S

compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section [8] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.
4. 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 at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

8. **TERMINATION**

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion that

such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

**9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

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

**10. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

**11. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [5] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

**12. COMPLIANCE WITH LAWS**

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

**13. 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, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

**14. NONDISCRIMINATION**

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

**15. 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 there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

**16. 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.

**17. DISPUTES**

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

**18. 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.

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

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

**20. 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.

**21. SEVERABILITY**

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

**22. 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.

**23. 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.

**24. SURVIVABILITY**

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [7] and [17]); inspection and keeping of records and books (Section [14]); litigation hold notice (Section [26]); Public Records Act (Section [27]) and confidentiality (Section [19]).

**25. LITIGATION HOLD NOTICE**

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [14] of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [14].

**26. PUBLIC RECORDS ACT**

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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

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

Dated: 1-27-2017

**Benton County Board of Commissioners**

**Qal-Tek Associates**

\_\_\_\_\_  
Chairman

Jesse Ottosen  
Signature

\_\_\_\_\_  
Member

Customer Service & Logistics Supervisor  
Title:

\_\_\_\_\_  
Member

Jesse Ottosen  
PRINTED NAME

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

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

Approved as to Form

[Signature]  
Civil Deputy Prosecuting Attorney

**RESOLUTION**

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

**IN THE MATTER OF REQUESTING PERMISSION TO PURCHASE TRAFFIC SIGN MATERIALS FOR USE BY THE BENTON COUNTY ROAD DEPARTMENT SIGN SHOP FROM INTERMOUNTAIN SIGN & SAFETY, RATHDRUM, IDAHO**

**WHEREAS**, per Resolution 2012-677, the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

**WHEREAS**, per Section 2.2.2 (Purchases or Leases between \$5,000 and \$24,999), county departments are required to obtain quotations from at least three (3) vendors on the vendor list and such purchase is to be approved by the Board of Benton County Commissioners by Resolution; and

**WHEREAS**, the ER&R Equipment Maintenance Manager solicited the following companies on the Benton County vendor list to provide quotes for traffic sign material for use by the Benton County Road Department sign shop:

- Intermountain Sign & Safety** – Rathdrum, ID – \$5,869.80 plus WSST
- Newman Sign, Inc.** – Jamestown, ND – \$6,177.99 plus WSST
- Zumar Industries, Inc.** – Tacoma, WA - \$6,581.75 plus WSST

**WHEREAS**, the County Engineer reviewed the quotes for completeness and recommends the purchase of traffic sign materials from Intermountain Sign & Safety, Rathdrum, ID; **NOW, THEREFORE,**

**BE IT RESOLVED** the Board of Benton County Commissioners hereby approves the purchase of traffic sign materials for use by the Benton County Road Department sign shop from Intermountain Sign & Safety, Rathdrum, ID in the amount of \$5,869.80 plus WSST.

Dated this 7th day of February 2017.

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Member

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

Constituting the Board of County  
Commissioners of Benton County,  
Washington

## MATERIAL ONLY QUOTATION

**Project:** Benton County  
 \_\_\_\_\_  
 \_\_\_\_\_

**Bid Date:** 1/27/2017  
**Date of Quote:** 1/27/2017  
**Quote Firm For:** 30 Days  
**Notice Required:** 14 Days Notice Required

| Item #             | Quantity | Units | Description  | Price               | Total       |
|--------------------|----------|-------|--|---------------------|-------------|
| PR 1 3/4 Anc       | 50.00    | EA    | 1 3/4" x 3' Telespar Anchors (12 ga)                                     | \$ 9.150            | \$ 457.50   |
| 24x8               | 50.00    | EA    | 24"x8" 1" Radius Corners No Holes .080                                   | \$ 4.450            | \$ 222.50   |
| 30x8               | 50.00    | EA    | 30"x8" 1" Radius Corners No Holes .080                                   | \$ 4.570            | \$ 228.50   |
| 36x8               | 25.00    | EA    | 36"x8" 1.5" Radius Corners No Holes .080                                 | \$ 6.850            | \$ 171.25   |
| 42x8               | 50.00    | EA    | 42"x8" 1.5" Radius Corners No Holes .080                                 | \$ 7.500            | \$ 375.00   |
| 48x8               | 25.00    | EA    | 48"x8" 1.5" Radius Corners No Holes .080                                 | \$ 7.530            | \$ 188.25   |
| SC 24x30 SL        | 50.00    | EA    | 24x30 WHT HIP w/ BLK SPEED LIMIT BLANKS                                  | \$ 24.830           | \$ 1,241.50 |
| 30x36              | 50.00    | EA    | 30"x36" .080 Alum Blank 1.88" Radius Holes 3" down on Center             | \$ 20.690           | \$ 1,034.50 |
| 36" OCT            | 25.00    | EA    | 36" OCT. .080 Alum. Blank Hole Diam = 3/8" Holes 3" Down on Center       | \$ 24.050           | \$ 601.25   |
| 48" OCT            | 10.00    | EA    | 48" OCT. .080 Alum. Blank Hole Diam = 3/8" Holes 3" Down on Center       | \$ 43.770           | \$ 437.70   |
| 18x24              | 15.00    | EA    | 18"x24" .080 Alum. Blank Radius 1.5" Hole Size = 3/8 Holes 3" Down on C. | \$ 8.350            | \$ 125.25   |
| 30x16              | 15.00    | EA    | 30"x16" .080 Alum. Radius 1.5" NO HOLES                                  | \$ 9.100            | \$ 136.50   |
| 36x16              | 15.00    | EA    | 36"x16" .080 Alum. Radius 1.5" NO HOLES                                  | \$ 11.120           | \$ 166.80   |
| 42x16              | 15.00    | EA    | 42"x16" .080 Alum. Radius 1.5" NO HOLES                                  | \$ 13.020           | \$ 195.30   |
| 48x16              | 15.00    | EA    | 48"x16" .080 Alum. Radius 1.5" NO HOLES                                  | \$ 15.000           | \$ 225.00   |
| 12x18              | 15.00    | EA    | 12"x18" .080 Alum. Blank Radius 1.5" Holes 1.5" Down on Center           | \$ 4.200            | \$ 63.00    |
|                    |          |       |  | <b>Subtotal</b>     | \$ 5,869.80 |
|                    |          |       |  | <b>Tax on Matis</b> | \$ 487.19   |
| <b>Inclusions:</b> |          |       |  | <b>Freight</b>      | Included    |
| <b>Freight</b>     |          |       |  | <b>TOTAL</b>        | \$ 6,356.99 |

**Inclusions:**  
**Freight**

**Exclusions:**  
**Sales Tax 8.3%**

Note: Any and all applicable taxes will be charged at time of invoicing. A tax certificate is required on file if Non-Taxable. All pricing is subject to review 30 days after bid date.

To accept this quotation, please complete the information below and fax/email to Mitch Lawless' attention.

Accepted By: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Purchase Order: \_\_\_\_\_

**Intermountain Sign & Safety, Inc.**  
 22515 W. Highway 53  
 Rathdrum, ID 83858  
 (208) 773-3119 (p)  
 (208) 773-3669 (f)

**NOT RESPONSIBLE FOR NON-DELIVERY DUE TO CIRCUMSTANCES BEYOND OUR CONTROL**

Mitch Lawless, Sales Manager  
 (509) 362-1281 (m)

*mitch@intermountainsign.com*

\*\* QUOTATION

\*\*

*Prices on quote are guaranteed for 30 days*

Quote# : TQ-0023051  
 Ship Via :  
 Payment Terms Net 30  
 :

Quote Date : 1/25/2017  
 Sales Rep : 52

Page# : X  
 Customer Number BEN037  
 FOB :

NEWMAN SIGNS INC  
 PO Box 1728  
 Jamestown, ND  
 58402

Phone: 800-437-9770

**Bill To:**  
 BENTON COUNTY  
 PO BOX 1001  
 PROSSER, WA 99350

**Ship To:**  
 BENTON COUNTY  
 102808 WISER PARKWAY  
 KENNEWICK, WA 99336

THANK YOU CLAYTON! CARA/TARICA

| Item # | Part/Description   | Line Quantity | Unit Price | Extended Price |
|--------|--|---------------|------------|----------------|
| 1      | T-TLS-1.75-10<br>TELESPAR 1.75 IN X 10' - 12 GA  | 50.00         | 21.5700    | \$1,078.50     |
| 2      | T-TLS-2-3<br>TELESPAR 2 IN X 3' - 12 GA  | 50.00         | 7.9600     | \$398.00       |
| 3      | T-BL024008/2Z**<br>24X8 - 0.080 - NO PUNCH/1" RADIUS<br>BLANK - HORIZONTAL RECT.               | 50.00         | 4.6800     | \$234.00       |
| 4      | T-BL030008/2Z**<br>30X8 - 0.080 - SPECIAL PUNCH/NO PUNCH/1" RADIUS<br>BLANK - HORIZONTAL RECT. | 50.00         | 5.4000     | \$270.00       |
| 5      | T-BL036008/2Z**<br>36X8 - 0.080 - NO PUNCH/1.5" RADIUS<br>BLANK - HORIZONTAL RECT.             | 25.00         | 6.1300     | \$153.25       |
| 6      | T-BL042008/2Z**<br>42X8 - 0.080 - NO PUNCH/1.5" RADIUS<br>BLANK - HORIZONTAL RECT.             | 50.00         | 6.8500     | \$342.50       |
| 7      | T-BL048008/2Z**<br>48X8 - 0.080 - NO PUNCH/1.5" RADIUS<br>BLANK - HORIZONTAL RECT.             | 25.00         | 8.2900     | \$207.25       |
| 8      | T-BL024030/2K**<br>24X30 - 0.080 - 1 POST STD PUNCH/RADIUS<br>BLANK - VERTICAL RECT.           | 50.00         | 12.2700    | \$613.50       |
| 9      | T-BL030036/2K**<br>30X36 - 0.080 - 1 POST STD PUNCH/RADIUS<br>BLANK - VERTICAL RECT.           | 50.00         | 17.6900    | \$884.50       |
| 10     | T-BL036036/2A**<br>36X36 - 0.080 - 1 POST STD PUNCH<br>BLANK - STOP                            | 25.00         | 20.9100    | \$522.75       |

|    |  |       |          |          |
|----|--|-------|----------|----------|
| 11 | T-BL048048/2A**<br>48X48 - 0.080 - 1 POST STD PUNCH/RADIUS<br>BLANK - STOP                 | 10.00 | 37.7000  | \$377.00 |
| 12 | T-BL018024/2K**<br>18X24 - 0.80 - 1 POST STD PUNCH/RADIUS<br>BLANK - VERTICAL RECT.        | 15.00 | 7.9200   | \$118.80 |
| 13 | T-BL030016/2M**<br>30X16 - 0.080 - 1 POST STD PUNCH/RADIUS<br>BLANK - HORIZONTAL RECTANGLE | 15.00 | 8.6400   | \$129.60 |
| 14 | T-BL036016/2M**<br>36X16 - 0.080 - 1 POST STD PUNCH/RADIUS<br>BLANK - HORIZONTAL RECT.     | 15.00 | 10.1000  | \$151.50 |
| 15 | <i>T-BL042016/2M**</i><br>42X16 - 0.080 - STD 1 POST PUNCH/STD RADIUS                      | 15.00 | 11.6100  | \$174.15 |
| 16 | <i>T-BL048016/2M**</i><br>48X16 - 0.080 - STD 1 POST PUNCH/RADIUS                          | 15.00 | 12.9900  | \$194.85 |
| 17 | T-BL012018/2K**<br>12X18 - 0.080 - 1 POST STD PUNCH/RADIUS<br>BLANK - VERTICAL RECT.       | 15.00 | 4.6800   | \$70.20  |
| 18 | FREIGHT<br><i>FREIGHT</i><br>FREIGHT FOR LINES 1, 2 AND 11 ONLY                            | 1.00  | 257.6400 | \$257.64 |

6,177.99



**Zumar Industries, INC.**  
 12015 Steele St. South  
 Tacoma, WA 98444  
 253.536.7740 Fax:253.536.8680

**QUOTATION**

Remit PO Box 44549  
 to: Tacoma, WA 98448-0549

|               |          |
|---------------|----------|
| Order #       | 0183843  |
| Order Date    | 01/26/17 |
| Est Ship Date | 02/02/17 |

|                     |  |          |   |   |
|---------------------|--|----------|---|---|
| Customer:<br>001012 | BENTON COUNTY PUBLIC WORKS<br>ATTN: CLAYTON RAWLINGS<br>PO BOX 1001, COURTHOUSE<br>PROSSER WA 99350-1001 | Ship To: | BENTON COUNTY<br>MAINTENANCE SHOP<br>102808 WISER PARKWAY<br>KENNEWICK WA 99338 | Tele: (509)-786-5612<br>Fax: (509)-786-5627 |
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|---------------|----|---------------------|----------|---------------------|-------------|-----|------------|
| Customer P.O. | TC | Salesperson         | Ship Via | Estimated Ship Date | Terms       | FOB | Entered By |
| QUOTATION     |    | LINDA GOVT CONTRACT | BESTWAY  | 02/02/17            | NET 30 DAYS | D   | lms        |

| Line | Order | Item Number/Description   | Print | Sheet | Price  | Extension |
|------|-------|---|-------|-------|--------|-----------|
| 005  | 6.25  | Ship:02/02/17 PT1342412<br>1-3/4" X 1-3/4" X 24' 12GA PERFORATED TUBE |       |       | 80.000 | 500.00    |
| 010  |       | CUT TO: 50 36" LENGTHS @ 10.00 EACH                                   |       |       |        |           |
| 015  | 50    | Ship:02/02/17 BLANKS 2408 80<br>SIGN BLANKS 24X8 .080 ALUM NO         |       |       | 7.950  | 397.50    |
| 020  | 50    | Ship:02/02/17 BLANKS 3008 80<br>SIGN BLANKS 30X8 .080 ALUM NO         |       |       | 9.050  | 452.50    |
| 025  | 25    | Ship:02/02/17 BLANKS 3608 80<br>SIGN BLANKS 36X8 .080 ALUM NO         |       |       | 12.750 | 318.75    |
| 030  | 50    | Ship:02/02/17 BLANKS 4208 80<br>SIGN BLANKS 42X8 .080 ALUM NO         |       |       | 11.150 | 557.50    |
| 035  | 25    | Ship:02/02/17 BLANKS 4808 80<br>SIGN BLANKS 48X8 .080 ALUM NO         |       |       | 12.300 | 307.50    |
| 040  | 50    | Ship:02/02/17 0802430R<br>24" X 30" X .080" ALUMINUM SIGN BLANKS      |       |       | 13.750 | 687.50    |
| 045  | 50    | Ship:02/02/17 0803036R<br>30" X 36" X .080" ALUMINUM SIGN BLANKS      |       |       | 20.350 | 1017.50   |
| 050  | 25    | Ship:02/02/17 080360<br>36" X 36" X .080" OCTAGON ALUMINUM SIGN       |       |       | 22.300 | 557.50    |

Original Continued



**Zumar Industries, INC.**  
 12015 Steele St. South  
 Tacoma, WA 98444  
 253.536.7740 Fax:253.536.8680

# QUOTATION

Remit PO Box 44549  
 to: Tacoma, WA 98448-0549

|               |          |
|---------------|----------|
| Order #       | 0183843  |
| Order Date    | 01/26/17 |
| Est Ship Date | 02/02/17 |

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| Customer:<br>001012 | BENTON COUNTY PUBLIC WORKS<br>ATTN: CLAYTON RAWLINGS<br>PO BOX 1001, COURTHOUSE<br>PROSSER WA 99350-1001 | Ship To: | BENTON COUNTY<br>MAINTENANCE SHOP<br>102808 WISER PARKWAY<br>KENNEWICK WA 99338 | Tele: (509)-786-5612<br>Fax: (509)-786-5627 |
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| Customer P.O. | TC | Salesperson         | Ship Via | Estimated Ship Date | Terms       | FOB | Entered By |
| QUOTATION     |    | LINDA GOVT CONTRACT | BESTWAY  | 02/02/17            | NET 30 DAYS | D   | lms        |

| Line | Order | Item Number/Description   | Print | Sheet | Price  | Extension |
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| 055  | 10    | Ship:02/02/17<br>BLANKS 480 80<br>BLANKS 48X48 OCT .080 ALUM NONE   |       |       | 46.850 | 468.50    |
| 060  | 15    | Ship:02/02/17<br>0801824R<br>18" X 24" X .080" ALUMINUM SIGN BLANKS |       |       | 9.150  | 137.25    |
| 065  | 15    | Ship:02/02/17<br>BLANKS 3018 80<br>30X18 .080 ALUM NONE             |       |       | 15.300 | 229.50    |
| 070  |       | CUT TO: 30"X16"   |       |       |        |           |
| 075  | 15    | Ship:02/02/17<br>BLANKS 3617 80<br>BLANKS 36X17 .080 ALUM NONE      |       |       | 17.450 | 261.75    |
| 080  |       | CUT TO: 36"X16"   |       |       |        |           |
| 085  | 15    | Ship:02/02/17<br>BLANKS 4218 80<br>BLANKS 42X18 .080 ALUM NONE      |       |       | 20.750 | 311.25    |
| 090  |       | CUT TO: 42"X16"   |       |       |        |           |
| 095  | 15    | Ship:02/02/17<br>BLANKS 4816 80<br>BLANKS 48X16 .080 ALUM NONE      |       |       | 21.000 | 315.00    |
| 100  | 15    | Ship:02/02/17<br>0801218R<br>12" X 18" X .080" ALUMINUM SIGN BLANKS |       |       | 4.150  | 62.25     |

Continued

Original



**Zumar Industries, INC.**  
 12015 Steele St. South  
 Tacoma, WA 98444  
 253.536.7740 Fax:253.536.8680

**QUOTATION**

Remit PO Box 44549  
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| Customer P.O. | TC | Salesperson         | Ship Via | Estimated Ship Date | Terms       | FOB | Entered By |
| QUOTATION     |    | LINDA GOVT CONTRACT | BESTWAY  | 02/02/17            | NET 30 DAYS | D   | lms        |

| Line | Order | Item Number/Description | Print | Sheet | Price | Extension |
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**Total:** 6581.75  
**Freight:** .00  
**Tax:** 526.54  
**Order Total:** 7108.29

THANK YOU.

**Original**

**EXHIBIT LIST FOR  
Countywide Planning Policies**

|  |          |  | <b>DATED</b>     |
|--|----------|--|------------------|
| <b>Planning Commission Staff Memo Exhibit List - (April 12, 2016 cancelled) May 10, 2016</b> |          |  |                  |
| <b>PCM 1</b><br>Includes:  | PCM 1.1  | Staff Memo w/Document A & Document B       | April 4, 2016    |
|  | PCM 1.2  | Notice of Public Hearing                   | March 25, 2016   |
| <b>Planning Commission Hearing Exhibit List - May 10, 2016</b>                               |          |  |                  |
| PCH 1  | PCH 1.1  | Comments from Futurewise                   | April 8, 2016    |
| <b>Planning Commission Staff Memo Exhibit List - Contineud Hearing June 14, 2016</b>         |          |  |                  |
| PCM 2  | PCM 2.1  | Staff Memo                                 | May 27, 2016     |
|  | PCM 2.2  | Comment from the Dept. of Commerce         | May 11, 2016     |
|  | PCM 2.3  | CWPP Undated Proposed Changes              | May 27, 2106     |
|  | PCM 2.4  | CWPP Matrix                                | May 27, 2016     |
| <b>Board of County Commissioners Staff Memo List - July 12, 2016</b>                         |          |  |                  |
| <b>BCCM 1</b><br>Includes:   | BCCM 1.1 | Board of County Commissioners Agenda Sheet | July 5, 2016     |
|  | BCCM 1.2 | Proposed Resolution                        | July 5, 2016     |
| <b>Board of County Commissioners Hearing Exhibit List -February 7, 2017</b>                  |          |  |                  |
| <b>BCCH 1</b>  | BCCH 1.1 | Board of County Commissioners Agenda Sheet | January 19, 2017 |
|  | BCCH 1.2 | Proposed Resolution                        | February 7, 2017 |
|  | BCCH 1.3 | Draft Ordinance for BCC Title 16           |                  |
|  | BCCH 1.4 | Resolutions 2016-559 and 92-296 for CWPP's |                  |
|  | BCCH 1.5 | Resolutions approved by the Cities         |                  |
|  | BCCH 1.6 | Notice of Public Hearing                   | January 20, 2017 |

**PCR = Planning Commission Record Exhibits**  
**PCM = Planning Commission Memo Exhibits**  
**PCH = Planning Commission Exhibits**  
**submitted during Hearing**  
**BCCM = Board of County Commissioners**  
**Memo Exhibits**  
**BCCH = Board of County Commissioners**  
**Hearing Exhibits submitted during Hearing**

## BCCH 1.1

|   |   |   |
|---|---|---|
| <p><b>AGENDA ITEM</b><br/> <b>MTG. DATE:</b> February 7, 2017<br/> <b>SUBJECT</b> Update to the County-wide Planning Policies<br/> <b>MEMO DATE:</b> January 19, 2017<br/> <b>Prepared By:</b> Greg Wendt, Principal Planner<br/> <b>Reviewed by:</b> Jerrod MacPherson, Planning Manager</p> | <p><b><u>TYPE OF ACTION</u></b><br/> <b><u>NEEDED</u></b><br/> Execute Contract<br/> Pass Resolution <b>X</b><br/> Pass Ordinance <b>X</b><br/> Pass Motion <b>X</b><br/> Other</p> | <p>Consent Agenda<br/> Public Hearing <b>X</b><br/> 1st Discussion<br/> 2nd Discussion<br/> Other</p> |
|---|---|---|

### **BACKGROUND INFORMATION**

RCW 36.70A.210 requires the County to adopt Countywide planning policies (CWPPs) in cooperation with the cities located in whole or in part within the County. The CWPP is a written policy statement used solely for establishing a countywide framework from which county and cities comprehensive plans are developed and updated. The Benton County Planning Department and the cities have worked over the past year on updating these policies. The original CWPPs were adopted in 1992 pursuant to Resolution 92-296 and have not been reviewed or updated since. The adoption of updated CWPPs would be considered the first step in Benton County's Comprehensive Plan periodic update as required by the State of Washington's Growth Management Act.

On May 10, 2016 and June 14, 2016, the Benton County Planning Commission conducted a public hearing on the revised CWPPs. The Planning Commission passed a motion recommending approval and adoption of the proposed CWPPs to the Benton County Board of Commissioners.

On July 12, 2016, the Benton County Board of Commissioners, pursuant to Resolution 2016-559, agreed in principle to the proposed amended Countywide Planning Policies and directed the Benton County Planning Manager to send the proposed updated Countywide Planning Policies to the Cities of Kennewick, Richland, West Richland, Benton City and Prosser for their review and concurrence.

Each of the cities within Benton County reviewed and adopted resolutions granting approval of the updated County Wide Planning Policies on the following dates: City of West Richland Resolution No. 40-16 on December 6, 2016; City of Richland Resolution No. 174-16 on September 6, 2016; City of Kennewick Resolution No. 16-19 on September 6, 2016; City of Benton City Resolution No. 2016-15 on September 6, 2016; and City of Prosser Resolution No. 16-1520 on August 9, 2016.

With no changes being proposed by the respective cities, the next step in this process is final review and approval or adoption by the Board of County Commissioners. Planning Department Staff has coordinated the final steps of this process with Ryan Brown, Chief Deputy Prosecuting Attorney and the Civil Division of the Benton County Prosecuting Attorney's Office.

### **SUMMARY**

The Benton County Planning Commission conducted a public hearing on Tuesday, May 10, 2016 and Tuesday June 14, 2016 and made a recommendation to the Board of County Commissioners that the proposed update to the County Wide Planning Policies be approved. The Board of County Commissioners reviewed and considered the Planning Commission's recommendation at a public meeting on July 12, 2016 and agreed with the Planning Commission's recommendation, subject to review and approval by the Cities of Kennewick, Richland, West Richland, Benton City and Prosser. During the fall of 2016, each of the cities within Benton County reviewed and adopted resolutions granting approval of the updated County Wide Planning Policies. The request for final adoption is before the County Commissioners at a public hearing on February 7, 2017.

### **RECOMMENDATION**

The Benton County Planning Commission and the Cities of Kennewick, Richland, West Richland, Benton City, and Prosser recommend that that County Commissioners adopt the updated Countywide Planning Policies and rescind Benton County Resolution 92-296.

### **MOTION**

The Board signs and adopts the attached Resolution and Ordinance approving the updated Countywide Planning Polices and rescinding Benton County Resolution 92-296.

**RESOLUTION**

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING; ADOPTION OF THE UPDATED BENTON COUNTY COUNTY-WIDE PLANNING POLICIES AND RESCINDING RESOLUTION 92-296.

**WHEREAS**, RCW 36.70A.210 requires the County adopt Countywide planning policies in cooperation with the cities located in whole or in part within the County; and,

**WHEREAS**, on September 28, 1992, the Benton County Commissioners adopted Countywide Planning Policies pursuant to Benton County Resolution 92-296; and,

**WHEREAS**, on March 12, 2007, the Benton County Commissioners updated the Benton County Comprehensive Plan; and,

**WHEREAS**, the Countywide Planning Policies for Benton County have not been reviewed or updated since September 28, 1992; and,

**WHEREAS**, in 2016, the planning departments of the County and the cities therein reviewed the existing Countywide Planning Policies for Benton County and have suggested changes to such policies; and,

**WHEREAS**, the Benton County Planning Commission reviewed the proposed changes to the Countywide Planning Policies for Benton County and conducted a public hearing on May, 10, 2016 and June 14, 2016; and,

**WHEREAS**, the Benton County Planning Commission, after considering the public testimony presented, did recommend to the Board of County Commissioners that the proposed amended Countywide Planning Policies be adopted by the Board of County Commissioners; and,

**WHEREAS**, the Benton County Planning Commission did also recommend to the Board of County Commissioners that the proposed amended Countywide Planning Policies be sent to the cities within Benton County for their review and approval; and,

**WHEREAS**, on July 12, 2016 the Board of County Commissioners, pursuant to Resolution 2016-559, agreed in principle to the proposed amended Countywide Planning Policies for Benton County and directed the Benton County Planning Manager to send the proposed amended Countywide Planning Policies to the Cities of Kennewick, Richland, West Richland, Benton City and Prosser for their review and concurrence; and,

**WHEREAS**, each of the cities within Benton County reviewed and adopted resolutions granting approval of the County Wide Planning Policies on the following dates: City of West Richland Resolution No. 40-16 on December 6, 2016; City of Richland Resolution

No. 174-16 on September 6, 2016; City of Kennewick Resolution No. 16-19 on September 6, 2016; City of Benton City Resolution No. 2016-15 on September 6, 2016; and City of Prosser Resolution No. 16-1520 on August 9, 2016; and,

**WHEREAS**, a notice of public hearing was published in the Tri-City Herald on January 26, 2017; and,

**WHEREAS**, a public hearing was held by the Benton County Board of Commissioners on February 7, 2017, at 9:00 a.m. in the Commissioners Meeting Room, Third Floor, Benton County Courthouse, Prosser, WA 99350, to consider the adoption of Ordinance No. \_\_\_\_\_ and the Countywide Planning Policies; and

**WHEREAS**, the Board of County Commissioners finds that it would be in the best interest of the County to adopt Ordinance No. \_\_\_\_\_ attached hereto and the updated Countywide Planning Policies; NOW THEREFORE,

**BE IT RESOLVED**, that Ordinance No. \_\_\_\_\_ attached hereto, an ordinance adopting updated Countywide Planning Policies, be adopted and shall take effect upon the date of approval and signature; and

**BE IT FURTHER RESOLVED**, the Board of County Commissioners hereby rescinds Resolution 92-296 and the Countywide Planning Policies adopted thereby.

Dated this 7th day of February 2017.

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

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

\_\_\_\_\_  
Member

Constituting the Board of  
County Commissioners of  
Benton County, Washington

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

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

AN ORDINANCE relating to county planning; adopting updated Benton County Countywide Planning Policies.

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

Section 1. The following new section is hereby made part of Title 16 of the Benton County Code but will not be codified.

COUNTYWIDE PLANNING POLICIES. The attached Countywide Planning Policies are hereby adopted pursuant to RCW 36.70A.210 as the countywide planning policies for Benton County and the cities therein.

Section 2. Severability. If any provision of this ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect and be in full force upon its passage and adoption.

**ADOPTED AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2017.**

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

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

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

Approved as to Form:

Constituting the Board of  
County Commissioners of  
Benton County, Washington

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

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

## **Exhibit A**

### **INTRODUCTION AND OVERVIEW:**

The Washington State Growth Management Act (GMA) requires that cities and counties adopt comprehensive plans. The GMA further requires that counties adopt Countywide Planning Policies (CWPPs), in cooperation with the cities located in whole or in part within the county. CWPP establish a countywide framework for developing and adopting county and city comprehensive plans. The role of the CWPP is to coordinate comprehensive plans of jurisdictions in the same county for regional issues or issues affecting common borders (RCW 36.70A.100). Under state law, RCW 36.70A.210(1) describes the relationship between comprehensive plans and CWPPs. It says that:

*a 'countywide planning policy' is a written policy statement or statements used solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted pursuant to this chapter. This framework shall ensure that city and county comprehensive plans are consistent as required in RCW 36.70A.100. Nothing in this section shall be construed to alter the land use powers of the cities.*

In order to achieve the objectives above, and to ensure that regional planning efforts and governmental actions are consistent with current legal requirements and information, substantial revisions to the Benton County CWPPs have been proposed. The development of these revisions was a collaborative process between the County and the cities.

### **HISTORY:**

In 1991, one year after the Washington State Legislature enacted the Growth Management Act (GMA), the GMA was amended to require that Countywide Planning Policies (CWPPs) be adopted within those counties subject to the GMA. The first Benton County Countywide Planning Policies were adopted on September 28, 1992.

### **AMENDMENTS AND ADOPTION:**

In the years since the last CWPPs were adopted in Benton County, the GMA has evolved through amendments and judicial interpretations provided by the GMA and the courts. The revised CWPPs attempt to provide procedures for County and city/town coordination to address these issues.

The GMA does not specifically address amendments to the CWPPs; however, it has become apparent that the Benton County CWPPs should be updated in order to better address countywide planning concerns and coordination between jurisdictions in the County. A public hearing was held by the Benton County Planning Commission on April 12, 2016.

Benton County is the lead agency for this proposal and has determined that it does not have a significant adverse impact on the environment and a Determination of Non Significance was issued on February 10, 2016

In order to comply with GMA requirements and the adoption/amendment procedures identified below, all jurisdictions in Benton County must agree to the adoption of the revised CWPPs. This process will involve the planning departments, planning commissions, and elected representatives of each jurisdiction. In order to facilitate this process, Benton County, in consultation with the cities, has developed the following adoption/ratification process for the draft CWPPs:

1. Benton County Planning Commission recommendation on proposed CWPPs.
2. The Benton County Board of Commissioners (BOCC) adopts a resolution agreeing in principle to the proposed CWPPs, but acknowledging that changes may need to be made based on input from each jurisdiction. The BOCC's resolution will contain a statement requiring that each jurisdiction ratify the CWPPs adopted by Benton County and will lay out a schedule for future approval steps.
3. CWPPs approved by Benton County BOCC reviewed by each jurisdiction's Planning Commission.
4. The elected body of each jurisdiction passes a resolution which states that the jurisdiction either: (a) supports the CWPPs in their entirety, (b) rejects the CWPPs in their entirety, or (c) supports the CWPPs with specific changes.
5. If specific changes are identified by a jurisdiction in step four, the Benton County Planning Department and Planning Commission may amend the CWPPs and attempt to reconcile and conflicting changes.
6. The Benton County BOCC adopts, by ordinance, the final CWPPs.

**SECTION 1.** Countywide planning policy is a written policy statement or statements used solely for establishing a countywide framework from which County and City comprehensive plans are developed and adopted. This framework will ensure that City and County comprehensive plans are consistent with statewide planning policies and as required by the Growth Management Act.

**SECTION 2. POLICIES TO IMPLEMENT RCW 36.70A.110;**

**Policy #1:** The Comprehensive Plans of Benton County and each of the cities therein shall be prepared and adopted with the objective to facilitate economic prosperity by accommodating growth consistent with the following:

1. Urban Growth. Encourage development in urban areas where adequate public facilities exist or can be provided in a cost efficient manner.
2. Reduce the inappropriate conversion of undeveloped land into low density development lacking adequate services, injurious to ground and surface water quality, destructive to the area's agricultural lands base and less than cost effective relative to public service costs.

3. Transportation. Encourage efficient multi-modal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.

4. Property rights. Private property rights shall not be taken for public use without just compensation having been made. The property rights of land owners shall be protected from arbitrary and discriminatory actions.

5. Permits. Maintain a permit review process that provides for integrated and consolidated review.

6. Natural resource industries. Maintain and encourage natural resource-based industries, including agricultural, fisheries and mineral industries.

7. Open space and recreation. Encourage the retention of open space and the development of recreational opportunities, conserve fish and wildlife habitat, and increase access to natural resource lands and water.

8. Environment. Protect the environment and enhance the region's high quality of life, including air and water quality and the availability of water.

9. Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

10. Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards. With the exception of water, sewer, and local access streets, which shall be available at the time of occupancy, the term "adequate" shall be defined as either available at the time of occupancy, or shown on the current Capital Improvement Plan (CIP), as a funded project within six years.

11. Historic preservation. Identify and encourage the preservation of lands, sites, and structures that have historical or archaeological significance.

**SECTION 3. POLICIES FOR PROMOTION OF CONTIGUOUS AND ORDERLY DEVELOPMENT AND THE PROVISION OF URBAN SERVICES TO SUCH DEVELOPMENT;**

**Policy #2:** The County shall allocate future projected populations through the use of the latest population projections published by the Washington State Office of Financial Management (OFM). Allocation of future populations shall be based on the following distribution: City of Kennewick 40% of total county population; City of Richland 28% of total county population; Benton County 19% of total county population; City of West Richland 8% of total county population; City of Prosser 3% of total county population and City of Benton City 2% of total county population. The County, in consultation with the Cities, will review the OFM population projection ranges (Low, Medium and High) and allocation percentages whenever OFM publishes new GMA population projections.

**Policy #3:** The locating of Urban Growth Areas within the County shall be accomplished through the use of accepted planning practices which provide sufficient land and service capacity, up to the determined need, to meet projected populations at urban densities and service standards within the Cities, and urban densities for those portions of the County located within the urban growth areas.

**Policy #4:** That Urban Growth Areas of each City shall be based upon official and accepted population projections for minimum of 20 years. The gross undeveloped and underdeveloped acreage within the city limits and the Urban Growth Area shall be sufficient to meet all the land requirements, for the following: community and essential public facilities, population projection, commercial and industrial activities, employment projections, infill and to prevent inflation of land cost due to a limited land supply.

- a. The jurisdictions within the county shall use a uniform formula for identifying the land area necessary per capita for each community. Each jurisdiction's population projection shall be multiplied by its gross per capita land area requirement, which in the aggregate will define total land needs within the Urban Growth Area (UGA).

The uniform formula is as follows:

$A + B + C + D + E + F + G + H + I + J + K = \text{acreage/per capita (or acreage per dwelling unit if per capita is divided by average household size)}$  where:

- A = residential land per capita; (or DU)
- B = parks and recreational area per capita;
- C = area required for public facilities (fire stations, jails, etc.,) per capita;
- D = area required for schools per capita;
- E = commercial area per capita, or per employee;
- F = industrial/manufacturing area per capita;
- G = open space (golf courses, etc.) per capita;
- H = public service lands required for transportation network, easements and R.O.W.s per DU;
- I\* = use 70% build-out for all residential lands;
- J = add 25% to the total of A Through I for land supply/demand balance;
- K = land credit for undevelopable lands i.e. Critical Areas including steep slopes, wetlands, habitat, etc. within the UGA.

\* The same factor should be used for all jurisdictions.

**Policy #5 :** That within the urban growth area, urban uses shall be concentrated in and adjacent to existing urban services or where they are shown on a Capital Improvement Plan to be available within 6 years.

**Policy #6:** That cities limit the extension of service district boundaries and water and sewer infrastructure to areas within each jurisdiction's urban growth area contained in their adopted Comprehensive Plan. Utility plans should attempt to reflect possible needs for 50 years.

**Policy #7:** Within each Comprehensive Plan, the Land Use Plan for urban growth areas shall designate urban densities and indicate the general locations of greenbelt and critical areas.

**Policy #8:** Wherever possible, given consideration of all other variables, such as existing unused service infrastructure, the placement of an urban growth line into an area of existing commercial agriculture shall be avoided.

**Policy #9:** The appropriate directions for the expansion of urban growth areas are those which are unincorporated lands with existing service infrastructure and lands adjacent to corporate limits.

**Policy #10:** All policies within each jurisdiction's Comprehensive Plans shall be modified to be consistent with adopted Countywide Policies.

**SECTION 4. POLICIES FOR SITING PUBLIC FACILITIES OF A COUNTYWIDE OR STATEWIDE NATURE;**

**Policy #11:** The County and Cities, along with public participation shall develop a cooperative regional process to site essential public facilities of regional and statewide importance. The objective of the process shall be to ensure that such facilities are located so as to protect environmental quality, optimize access and usefulness to all jurisdictions, and equitably distribute economic benefits/burdens throughout the region or county.

At the Countywide and multi-county level, the following action should be accomplished:

- a. Develop a uniform siting procedure which enables selection of optimum project sites and appropriate size and scale relative to intended benefit area.

**Policy #12:** Support the existing solid waste program that promotes and maintains a high level of public health and safety, protects the natural and human environment of Benton County and encourages public involvement by securing representation of the public in the planning process.

**Policy #13:** Encourage and expand coordination and communication among all jurisdictions and solid waste agencies/firms in Benton and Franklin Counties in order to develop consistent and cost-effective programs that avoid duplication of effort and gaps in program activities.

- a. Utilize the existing Benton-Franklin Solid Waste Advisory Committee.

**SECTION 5. POLICIES FOR COUNTYWIDE TRANSPORTATION FACILITIES AND STRATEGIES;**

**Policy #14:** Maintain active County-City participation in the Regional Transportation Planning Organization in order to facilitate City, County, and State coordination in planning regional transportation facilities and infrastructure improvements to serve essential public facilities including Port District facilities and properties.

**SECTION 6. POLICIES THAT CONSIDER THE NEED FOR AFFORDABLE HOUSING, SUCH AS HOUSING FOR ALL ECONOMIC SEGMENTS OF THE POPULATION AND PARAMETERS FOR ITS DISTRIBUTION;**

**Policy #15:** The County and Cities within shall work together to provide housing for all economic segments of the population. All jurisdictions shall seek to create the conditions necessary for the construction of affordable housing, at the appropriate densities within the cities and County. The following actions should be accomplished:

- a. Jointly quantify and project total Countywide housing needs by income level and housing type (i.e. rental, ownership, senior, farm worker housing, group housing.)
- b. Establish a mechanism whereby the housing efforts/programs of each jurisdiction address the projected Countywide need.
- c. Address the affordable housing needs of very low, low, and moderate income households, and special needs individuals through the Comprehensive Housing Affordability Strategy (CHAS).
- d. Develop design standards for implementation within the Comprehensive Plan with special attention to be given to the residential needs of low to moderate income families.

**SECTION 7. POLICIES FOR JOINT COUNTY AND CITY PLANNING WITHIN URBAN GROWTH AREAS;**

**Policy #16:** Urban growth areas may include territory located outside of a city if such territory may be characterized by urban growth or is adjacent to territory already characterized by urban growth. Within urban growth areas, only urban development may occur. For the purposes of locating urban growth areas, and permitting new development within them, "Urban" is defined as:

- a. Having dedicated and improved (surfaced) streets, with dimension, design and construction standards for new development determined by "joint city/county standards" and;
- b. For new development, road, street and intersection right-of-way widths located and sized to accommodate projected local and regional average daily traffic (ADT) as determined by each jurisdictions Land Use Plan Transportation Element and, where relevant, projections of the Benton Franklin Council of Governments.

**Policy #17:** To encourage logical expansions of corporate boundaries into urban growth areas, and to enable the most cost efficient expenditure of public funds for the provision of urban services into newly annexed areas. The County and each City shall jointly develop and implement development, land division and building standards, and coordinated permit procedures for the review and permitting of new subdivisions within Urban Growth Areas.

- a. Joint development standards shall be adopted by all jurisdictions. Standards may vary between the County and various incorporated jurisdictions.

**SECTION 8. POLICIES FOR COUNTYWIDE ECONOMIC DEVELOPMENT AND EMPLOYMENT;**

**Policy #18:** Consistent with the protection of public health, safety, welfare, and the use of natural resources on a long-term sustainable basis, the ability of service capacity to accommodate demands, and the expressed desires of each community, Comprehensive Plans shall jointly and individually support the County and region's economic prosperity in order to promote employment and economic opportunity for all citizens.

**Policy #19:** The County and Cities have historically partnered with each other as well as with other organizations to achieve economic development throughout the region. It is the intention of the County and Cities to continue to actively pursue mutually beneficial partnerships that promote growth in all sectors of business and industry, including but not limited to: areas of agriculture, agri-business, industrial, commercial, public schools, recreation and tourism. Key strategies will include promoting family wage jobs, increasing income and reducing poverty, increase business formation, expansion and retention, and creating jobs and financial investment to improve the economics of our communities.

- a. An economic development element should be integrated into the comprehensive plan of each jurisdiction. The economic development element should establish goals and policies for each jurisdiction; actively promote employment opportunities for family-wage jobs; support the retention and expansion of businesses and industry in Benton County; support development of public schools; encourage the development of tourist-related businesses, including those that capitalize on area agricultural and other resources.
- b. Comprehensive Plans should foster and promote a natural environment that will contribute to economic growth and prosperity, and a business environment that offers diverse economic opportunities for businesses of all types and sizes in the region.
- c. The County and Cities should encourage public and private agency cooperation and participation in the comprehensive planning process. These agencies should cooperatively evaluate trends and opportunities to identify strategies meeting long-term economic needs for the County region.
- d. The County and Cities agree that Benton County may establish economic development strategies and implementation criteria for siting major industrial and resource based development within rural areas of the County in accordance with RCW 36.70A.365.
- e. The provision of utilities and other supporting urban governmental services to commercial and industrial areas should be coordinated and assigned a high priority by utility purveyors and service providers.
- f. A Countywide land use inventory should be established to monitor commercial and industrial land supply.

- g. Support the development of public schools in areas where present or can be extended, is financially supportable at urban densities, where the extension of public infrastructure will protect health and safety, as per WAC 365-196-425(3)(b).

**SECTION 9. AN ANALYSIS OF THE FISCAL IMPACT.**

**Policy #20:** Capital Improvement Plans and Land Use Plans, shall conduct fiscal analyses which identify and refine the most cost effective use of regional and local public services. This should be accomplished through actions including the following:

- a. City's six year CIPs for streets, water, and sewer should show infrastructure sized to accommodate build-out of service areas within the 20 year urban growth area, at a minimum.
- b. Construction design and placement standards for roads, intersections and streets (with provisions for storm water conveyance), sewer, water and lighting infrastructure, should be determined based upon an analysis which identifies the lowest public expenditure over extended periods of time. Utilities should be incorporated into such analyses.
- c. Build out scenarios should be factored into school, fire and police service demand projections.

**Policy #21:** Support the development of public schools in areas where utilities are present or can be extended, is financially supportable at urban densities, where the extension of public infrastructure will protect health and safety, and the school locations are consistent with the analysis recommended by WAC 365-196-425(3)(b).

**SECTION 10. AMENDING POLICIES.**

**Policy #22:** The Growth Management Act requires counties planning under the Act to adopt a countywide planning policy in cooperation with the cities located in the county. The countywide planning policy is to be a written policy statement or statements used solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted pursuant to this [GMA] chapter." The purpose for the Benton County Wide Planning Policies is to meet this requirement of the Act. This document is a tool that will provide the necessary guidance to achieve consistency during the updating of comprehensive plans for the county and the cities/towns.

The County Commissioners will review the policies and cause a final proposal to be transmitted to the cities for ratification and ultimately back to the Board of Commissioners for final action. The County Wide Planning Policies will be considered adopted when ratified by the cities and approved by the Board of Commissioners. Cities agree to take action within 45 days of the transmittal of the proposal and to submit resolutions of ratification to the county to document the action taken by the city.

The Board of Commissioners agrees to adopt the ratified policies without modification upon receipt of notice that at least three cities have acted affirmatively. The Commissioners will convene to consider possible modifications to these policies if ratification is not accomplished.

Future amendments to the County Wide Planning Policies may be considered when proposed by the County or a City.

**SECTION 11. LOCATE URBAN GROWTH AREAS**

Population Projections

1. Review and comment on preliminary OFM population projections due in Dec. 91.
2. Legislative bodies of each jurisdiction to review OFM population projections.
3. Update the existing land use inventory to reflect current conditions (use county GIS to provide county-wide land use inventory).
4. GMC derives formula for allocation of OFM population projections -sends formula to individual jurisdictions via the BCPPC.
  - BCPPC sends to indiv.jurisdictions legislative bodies for review
  - BOCC takes action on pop.allocation

Land Use Element Map

1. Identify accepted uniform planning criteria used for locating Urban Growth Areas:
  - natural physical barriers and roads
  - existing service capacity (supply/deficit)
  - projected service capacity (new supply)
  - planning objectives (GMA req.) and;
2. Uniform criteria for insuring adequate land supply within Urban Growth Areas:
  - enable growth without creating excess demand for services, congestion etc.,
  - discourage sprawl without grossly inflating land costs;
3. Identify uniform, established candidates for the supply of developable land within the Urban Growth areas:
  - vacant, underutilized, partially utilized
4. Identify uniform, established candidates for lands to be excluded from development, such as lands:
  - needed for R.O.W.
  - hazardous, critical, open space etc.,
  - too costly to provide services
  - to be zoned agricultural with Transfers of Density Rights (TDRs)
5. Map existing public, private and semi-public service district boundaries and;

6. Inventory all existing capital facilities for public, private and semi-public service providers, and transportation network, identify existing capacity:

|          |                |
|----------|----------------|
| Water    | sewer          |
| fire     | police         |
| schools  | ports          |
| parks    | libraries      |
| hospital | communications |

7. Confer with BFRC to establish current level transportation data re: inventory

-each jurisdiction to build on BFRC transportation data; define local street conditions, capacities, programmed and needed improvements.

8. Inventory housing stock - identify existing supply/demand ratio by housing.

9. Using Population Projections per jurisdiction, accomplish the following:

-project housing mix/type and occupancy rates;  
-identify projected gross demands for services identified in item #5, above;  
- equate existing services infrastructure capabilities and C.I. P.s with gross demands;  
-identify new C.I.s, (supplies of water, sewer, school, rec. fac. etc.,) necessary to meet gross demands;  
-survey options to meet gross service with cost effectiveness on essential services (i.e., water and sewer, road maintenance as a priority) and; type, identify present need (use Census);  
-with the cost effectiveness of meeting other services demands as a consideration.

10. Contact each utility purveyor. Solicit participation on LUE advisory committees on relevant issues.

11. Inventory facilities/capacities of existing utility services, identify current plans for ~~new~~ facilities and capacities including but not limited to electric, telecommunications, natural gas. Rely on BFRC data.

12. lands such as: utility and transportation corridors, landfills, sewage treatment facilities, recreation, schools etc.,

-integrate existing information from comp. plans, needs assessments, pop. projections, into one joint list of needed public lands;  
-county must work with state and cities to identify areas of shared need and shall prepare a prioritized list with estimated acquisition dates;  
-capital acquisition budget for each jurisdiction with jointly agreed upon priorities and schedule. \*

13. Identify Open Space Corridors within and between Urban Growth Areas, including:

-lands used or designated as recreational, wildlife habitat, trails, and "critical areas" as defined in sec .3

-optional: develop a mechanism to purchase fee simple or lesser interests in these open spaces using funds authorized by RCW 84.34.230 \*

-develop an acquisitions list for those lands with critical resources imposing extreme constraints on development \*

14. Draft a procedure, including siting criteria, for locating/approving essential public facilities.

-review list of essential facilities provided by OFM with the objective to identify those suitable for location in urban vs rural areas.

15. Consistent with the revised Policies in the Comp. Plan Texts, integrate population projections, land use and capital facilities inventory data, lands necessary for new capital facilities, and total land requirements to support population projections densities, open space and critical/natural areas (set asides) into **new 20 year Urban Growth Areas.**

16. Review of Urban Growth Areas by each jurisdiction's legislative body.

17. BOCC adopts Urban Growth Areas, then;

## **SECTION 12. PREPARE DRAFT LAND USE MAP**

### Map Designations

1. Prepare Draft Land Use Map with general distribution, location and extent of land uses, and:

-Urban Growth Areas and Rural Lands;

-Open Space;

-Public Facilities and lands;

-population densities;

-building intensities;

-est. future pop. densities (multiply av. bldg. densities X pers/household:

\* not necessary for locating urban growth boundaries

**BENTON COUNTY**  
**APPROVED RESOLUTIONS**

Resolution No. 2016-559

&

Resolution No. 92-296

**RESOLUTION**

**BEFORE THE BOARD OF COMISSIONERS OF BENTON COUNTY, WASHINGTON**  
IN THE MATTER OF COUNTY PLANNING RE: AMENDMENTS TO THE BENTON COUNTY WIDE  
PLANNING POLICIES.

WHEREAS, RCW 36.70A.210 requires the County adopt a countywide planning policy in cooperation with the cities located in whole or in part within the county and,

WHEREAS, on September 28, 1992, the Benton County Commissioners adopted Resolution 92-296, Countywide Planning Policies for Benton County; and,

WHEREAS, on March 12, 2007, the Benton County Commissioners updated the Benton County Comprehensive Plan; and,

WHEREAS, the Countywide Planning Policies for Benton County have not been reviewed or updated since September 28, 1992 and,

WHEREAS, in 2016, the Planning Departments of the Cities and County reviewed the existing Countywide Planning Policies for Benton County and have suggested changes to such policies and,

WHEREAS, the Benton County Planning Commission reviewed the proposed changes to the Countywide Planning Policies for Benton County and conducted a public hearing on May, 10, 2016 and June 14, 2016; and,

WHEREAS, the Benton County Planning Commission, after considering the public testimony presented, did recommend to the Board of County Commissioners that the proposed amended Countywide Planning Policies be adopted by the Board of County Commissioners, and,

WHEREAS, the Benton County Planning Commission, did also recommend to the Board of County Commissioners that the proposed amended Countywide Planning Policies be sent to the Cities within Benton County for their review and approval; and,

WHEREAS, the Board finds that the Cities within Benton County must concur with the amended Countywide Planning Policies; and,

WHEREAS, the Board finds that it would be in the best interest of the County to adopted the amended Countywide Planning Policies, and,

WHEREAS, the Board agrees in principle to the proposed amended Countywide Planning Policies for Benton County, but acknowledging that changes may need to be made based on input from each jurisdiction; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners agrees in principle to the proposed amended Countywide Planning Policies for Benton County and directs the Benton County Planning Manager to send the proposed amended Countywide Planning Policies for Benton County to the Cities of Kennewick, Richland, West Richland, Benton City and Prosser for their review and concurrence.

BE IT ALSO RESOLVED that if the cites have changes to the proposed amended Countywide Planning Policies, those changes will be reviewed by the Benton County Planning Commission and the Planning Commission will make a recommendation to the Board of County Commissioners.

Dated this 12th day of July, 2016.

SHON SMALL - ABSENT

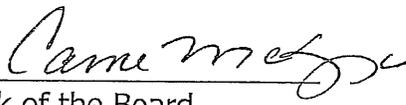
\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County  
Washington.

Attest

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

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**A RESOLUTION OF THE BOARD OF BENTON COUNTY COMMISSIONERS ADOPTING THE BENTON COUNTY/WIDE PLANNING POLICIES.**

WHEREAS, Benton County chose to plan under the State of Washington, Growth Management Act, Chapter 36.70A RCW on October 29, 1990; and,

WHEREAS, during the 1991 legislative session, the Washington State Legislature amended the Growth Management Act to require all counties planning under the Growth Management Act to adopt county-wide planning policies in cooperation with cities within each county, and that said policies are to be used solely for establishing a county-wide framework from which the county and city comprehensive plans are developed and adopted; and,

WHEREAS, pursuant to RCW 36.70A.210, on February 10, 1992, the collaborative framework agreement between the five cities of Benton County and Benton County was adopted in order to establish a cooperative process to prepare and adopt county-wide planning policies; and,

WHEREAS, the county-wide policies prepared under said process have been prepared, reviewed and ratified by all five cities within Benton County, (Exhibit A) and several public meetings have been conducted in the County for the purposes of review and obtaining public comment on the county-wide planning policies; and,

WHEREAS, the responsible official conducted an environmental review of the county-wide planning policies and on May 22, 1992, issued a declaration of nonsignificance; and,

WHEREAS, the Board of Benton County Commissioners has held a public hearing on the proposed county-wide planning policies; and,

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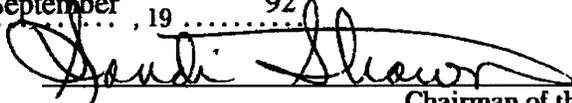
# RESOLUTION

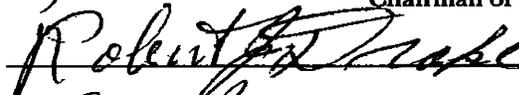
BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

WHEREAS, the Benton County Board of Commissioners finds its necessary and in the public interest of the citizens of Benton County to adopt the county-wide planning policies;

NOW, THEREFORE BE IT RESOLVED that the county-wide planning policies for Benton County as required by RCW 36.70A.210 are hereby adopted as shown in Exhibit "B", attached hereto and incorporated herein by reference. The county-wide planning policies, as adopted by this resolution are to be used solely for establishing a county-wide framework from which the comprehensive plan for Benton County and the cities within Benton County are developed and adopted pursuant to RCW 36.70.A. This resolution shall take effect and be enforced immediately from and after its passage.

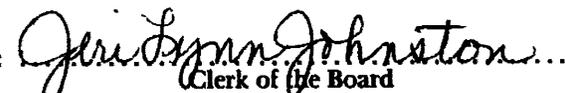
Dated this 28th day of September, 1992

  
Chairman of the Board.

  
Member.

  
Member.

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

Attest:   
Clerk of the Board

PERFECT PRINTING, PROSSER

Terry A. Marden/ch

**COUNTY-WIDE POLICIES  
APPROVAL DATES  
EXHIBIT A**

|                       |                    |
|-----------------------|--------------------|
| City of Richland      | May 18, 1992       |
| City of Benton City   | August 18, 1992    |
| City of Kennewick     | August 4, 1992     |
| City of Prosser       | March 24, 1992     |
| City of West Richland | September 21, 1992 |

**EXHIBIT B**

***BENTON COUNTY-WIDE PLANNING POLICIES***

**County-wide planning policy is a written policy statement or statements used solely for establishing a county-wide framework from which county and city comprehensive plans are developed and adopted. This framework will insure that city and county comprehensive plans are consistent as required by the Growth Management Act.**

**POLICIES TO IMPLEMENT RCW 36.70A.110; RESHB 1025 Section 2,(3)a.**

**Policy #1: The Comprehensive Plans of Benton County and each of the cities therein shall be prepared and adopted with the objective to facilitate economic prosperity by accommodating growth consistent with the following:**

- 1. Urban Growth. Encourage development in urban areas where adequate public facilities exist or can be provided in a cost efficient manner.**
- 2. Avoid sprawl. Avoid the inappropriate conversion of undeveloped land into low density development, lacking adequate services, injurious to ground and surface water quality, destructive to the area's agricultural lands base, and less than cost effective relative to public service costs.**
- 3. Transportation. Encourage efficient multi-modal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.**
- 4. Property rights. Private property rights shall not be taken for public use without just compensation having been made. The property rights of land owners shall be protected from arbitrary and discriminatory actions.**
- 5. Permits. Applications for permits shall be processed in a timely and fair manner to ensure predictability.**
- 6. Natural resource industries. Maintain and enhance natural resource-based industries, including productive agricultural, fisheries and mineral industries. Encourage the conservation of productive agricultural lands and discourage incompatible uses.**
- 7. Open space and recreation. Encourage the retention of open space and the development of recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks.**

8. Environment. Protect the environment and enhance the region's high quality of life, including air and water quality, and the availability of water.

9. Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

10. Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards. With the exception of water, sewer, streets and power services, which shall be available at the time of occupancy, the term "adequate" shall be defined as either available at the time of occupancy, or shown on the current C.I.P. as a funded project within six years.

11. Historic preservation. Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.

**POLICIES FOR PROMOTION OF CONTIGUOUS AND ORDERLY DEVELOPMENT AND THE PROVISION OF URBAN SERVICES TO SUCH DEVELOPMENT; RESHB 1025 SEC.2, (3)b.**

**Policy #2:** County-wide projected population shall be allocated among jurisdictions through the use of any or all of the following factors applied to each jurisdiction:

- a. Documented historical growth rates over the last decade, the last 2 decades, and the last 2 years.
- b. Current growth rates.
- c. Developing or current planning programs which a jurisdiction has, and which identify quantitative increases in business and industry development, and housing construction activity.
- d. School enrollments over 2 decades, and within the last 2 years.
- e. Pending development proposals (applications) which would add either jobs or new housing units.
- f. Intangibles.

**Policy #3:** The locating of urban growth areas within the county shall be accomplished through the use of accepted planning practices which provide sufficient land and service capacity to meet projected populations at urban densities and service standards within the cities, and urban densities for those portions of the county located within the urban growth areas. Such planning

practices include those on **ATTACHMENT A (attached)**.

**Policy #4:** That Urban Growth Areas of each city shall be based upon official and accepted population projections for minimum 20 year periods. The gross undeveloped and underdeveloped acreage within the city limits and the Urban Growth Area shall be sufficient to meet all the land requirements, including community and essential public facilities, of the population projection, including the need to prevent inflation of land cost due to a too limited land supply.

a. The jurisdictions within the county shall use a uniform formula for identifying the land area necessary per capita for each community. Each jurisdiction's population projection shall be multiplied by its gross per capita land area requirement, which in the aggregate will define total land needs within the Urban Growth Area (UGA).

The uniform formula is as follows:

$A + B + C + D + E + F + G + H + I + J + K = \text{acreage/per capita (or acreage per dwelling unit if per capita is divided by average household size)}$   
where:

- A = residential land per capita (or DU)
- B = parks and recreational area per capita
- C = area required for public facilities (fire stations, jails, etc.,) per capita
- D = area required for schools per capita
- E = commercial area per capita, or per employee
- F = industrial/manufacturing area per capita
- G = open space (golf courses, etc.) per capita
- H = public service lands required for transportation network, easements and R.O.W.s per DU
- \* I = use 70% build-out for all residential lands
- \* J = add 25% to the total of A through I for land supply/demand balance
- K = land credit for undevelopable lands i.e. Critical Areas including steep slopes, wetlands, habitat, etc. within the UGA.

\* The same factor should be used for all jurisdictions.

**Policy #5 :** That within the urban growth area urban uses shall be concentrated in and adjacent to existing urban services or where they are shown on a Capital Improvement Plan to be available within 6 years.

**Policy #6:** That cities limit the extension of service district boundaries and water and sewer infrastructure to areas within each jurisdiction's urban growth area of its adopted Comprehensive

Plan.

**Policy #7:** Within each Comprehensive Plan, the Land Use Plan for urban growth areas shall designate urban densities and indicate the general locations of greenbelt and open space areas. To the extent made practical by the natural features of the land form, open spaces and greenbelt shall be contiguous across jurisdictional lines, so as to enable their use as linked and contiguous recreational resources including parks, and bike and riding paths.

**Policy #8:** Wherever possible, given consideration of all other variables, such as existing unused service infrastructure, the placement of an urban growth line into an area of existing or potential intensive commercial agriculture shall be avoided, unless an adequate open space buffer within the urban growth area is provided.

**Policy #9:** The appropriate directions for the expansion of urban growth areas are those which are unincorporated lands substantially engrossed by urban development; areas with existing service infrastructure; lands adjacent to corporate limits and confined on the other side by major features such as highways; and existing rural residential development characterized by compromised agricultural productivity; average lot sizes less than 10 acres; and existing streets and utility services.

**Policy #10:** All policies within each jurisdiction's Comprehensive Plans, required by ESHB 2929, shall be modified to be consistent with and implement adopted County-wide Policies.

**POLICIES FOR SITING PUBLIC FACILITIES OF A COUNTY-WIDE OR STATE-WIDE NATURE; RESHB 1025 SEC.2,(3)c.**

**Policy #11:** The County and cities within, along with public participation shall develop a cooperative regional process to site essential public facilities of regional and statewide importance. The objective of the process shall be to ensure that such facilities are located so as to protect environmental quality, optimize access and usefulness to all jurisdictions, and equitably distribute economic benefits/burdens through out the region or county.

At the County-wide and multi-county level, the following actions should be accomplished:

- a. Develop a uniform siting procedure which enables selection of optimum project sites and appropriate size and scale relative to intended benefit area.

**Policy #12:** Support the existing solid waste program that promotes and maintains a high level of public health and safety, protects the natural and human environment of Benton County and encourages public involvement by securing representation of the public in the planning process.

**Policy #13:** Encourage and expand coordination and communication among all jurisdictions and solid waste agencies/firms in Benton and Franklin Counties in order to develop consistent and

cost-effective programs that avoid duplication of effort and gaps in program activities.

- a. Utilize the existing Benton-Franklin Solid Waste Advisory Committee.

**POLICIES FOR COUNTY-WIDE TRANSPORTATION FACILITIES AND STRATEGIES; RESHB 1025 SEC.2,(3)d.**

**Policy #14:** Maintain active county-city participation in the Regional Transportation Policy Organization in order to facilitate city, county, and state coordination in planning regional transportation facilities and infrastructure improvements to serve essential public facilities including Port District facilities and properties.

**POLICIES THAT CONSIDER THE NEED FOR AFFORDABLE HOUSING, SUCH AS HOUSING FOR ALL ECONOMIC SEGMENTS OF THE POPULATION AND PARAMETERS FOR ITS DISTRIBUTION; RESHB 1025 SEC.2,(3) e.**

**Policy #15:** New housing within urban growth areas shall be compatible in character and standards with that of the adjacent city area.

**Policy #16:** That site constructed, modular and manufactured housing shall be recognized as needed and functional housing types.

**Policy #17:** The County and cities within shall work together to provide housing for all economic segments of the population. All jurisdictions shall seek to create the conditions necessary for the construction of affordable housing, at the appropriate densities within the cities and County. The following actions should be accomplished:

- a. Jointly quantify and project total county-wide housing needs by income level and housing type (i.e. rental, ownership, senior, farm worker housing, group housing.)
- b. Establish a mechanism whereby the housing efforts/programs of each jurisdiction address the projected county-wide need.
- c. Address the affordable housing needs of very low, low and moderate income households, and special needs individuals through the Comprehensive Housing affordability Strategy (CHAS).
- d. Develop design standards for implementation within the Comprehensive Plan with special attention to be given to the residential needs of low to moderate income families.

**POLICIES FOR JOINT COUNTY AND CITY PLANNING WITHIN URBAN GROWTH AREAS; RESHB 1025 SEC.2, (3)f.**

**Policy #18:** Urban growth areas may include territory located outside of a city only if such territory already is characterized by urban growth or is adjacent to territory already characterized by urban growth. Within urban growth areas, only urban development may occur. For the purposes of locating urban growth areas, and permitting new development within them, "Urban" is defined as:

- a. having dedicated and improved (surfaced) streets, with dimension, design and construction standards for new development determined by "joint city/county standards" and;
- b. For new development, road, street and intersection right-of way widths located and sized to accommodate projected local and regional average daily traffic (ADT) as determined by the Land Use Plans Transportation Elements and, where relevant, projections of the BFRC Regional System and;
- c. having either public sewer or water service, with additional service requirements (e.g. standards of Policy #19), for new development consistent with "joint/city county standards."

**Policy #19:** To encourage logical expansions of corporate boundaries into urban growth areas, and to enable the most cost efficient expenditure of public funds for the provision of urban services into newly annexed areas; the County and each city shall jointly develop and implement development, land division and building standards, and coordinated permit procedures for the review and permitting of new subdivisions within Urban Growth Areas.

- a. The joint standards developed, but never adopted, by the County and the cities of Richland and Kennewick in 1985 shall be used as the basis for the new standards.
- b. Standards for the following shall be developed and adopted:

1. Street Locations , both major and secondary
2. Street R.O.W. widths
3. Street widths
4. Curbs and gutters
5. Sidewalks for secondary streets only
6. Road construction standards
7. Cul De Sacs, location and dimensions
8. Storm Drainage facilities, quantity, quality and discharge locations
9. Street lights, conduit, fixtures, locations
10. Sewer, septic regulations, private sewer, dry sewer facilities
11. Water, pipe sizes, locations, construction standards
12. Fire protection, station locations, fire flows, uniform codes
13. All building requirements

14. Subdivision and platting requirements (in accord with chapter RCW 58.17) including parks and open space
15. Mobile home and manufactured home regulations
16. Zoning Ordinances: permitted uses in Urban Growth Areas, setbacks, building heights, lot coverage etc.,

c. As either an alternative, or adjunct to a) above, a city and the County may choose to enter into an interlocal agreement whereby the application of development standards, and the authorities and functions of permit review, inspection and enforcement are assigned.

**POLICIES FOR COUNTY-WIDE ECONOMIC DEVELOPMENT AND EMPLOYMENT:  
RESHB 1025 SEC.2,(3)g.**

**Policy #20:** Consistent with the protection of public health, safety, and welfare, and the use of natural resources on a long-term sustainable basis, the ability of service capacity to accommodate demands, and the expressed desires of each community, Comprehensive Plans shall jointly and individually support the county and region's economic prosperity in order to promote employment and economic opportunity for all citizens.

**AN ANALYSIS OF THE FISCAL IMPACT. RESHB 1025 2,(3)h.**

**Policy #21:** Where Capital Improvement Plans and Land Use Plans, involve land areas within, or tributary to land within the urban growth areas, the County and Cities, individually and jointly, shall routinely conduct fiscal analyses which identify and refine the most cost effective provision of regional and local public services and infrastructure over the long term. This should be accomplished through actions including the following:

- a. City's six year C.I.P.s for streets, water, and sewer should show infrastructure sized to accommodate build-out of service areas within the 20 year urban growth area, at a minimum.
- b. Construction design and placement standards for roads, intersections and streets (with provisions for storm water conveyance), and sewer, water and lighting infrastructure, should be determined based upon an analysis which identifies the lowest public expenditure over extended periods of time. Utilities should be incorporated into such analyses.
- c. Build out scenarios should be factored into school, fire and police service demand projections.

## **PLANNING PRACTICES**

### **ATTACHMENT A**

Page 1

#### **LOCATE URBAN GROWTH AREAS**

##### **Population Projections**

1. Review and comment on preliminary OFM population projections due in Dec. 91.
2. Legislative bodies of each jurisdiction to review OFM population projections.
3. Update the existing land use inventory to reflect current conditions (use county GIS when available in 3-92, to provide county-wide land use inventory)
4. GMC derives formula for allocation of OFM population projections -sends formula to individual jurisdictions via the BCPPC

-BCPPC sends to indiv. jurisdictions legislative bodies for review

-BOCC takes action on pop. allocation

##### **Land Use Element Map**

1. Identify accepted uniform planning criteria used for locating Urban Growth Areas:
  - natural physical barriers and roads
  - existing service capacity (supply/deficit)
  - projected service capacity (new supply)
  - planning objectives (GMA req.) and;
2. Uniform criteria for insuring adequate land supply within Urban Growth Areas:
  - enable growth without creating excess demand for services, congestion etc.,
  - discourage sprawl without grossly inflating land costs;
3. Identify uniform, established candidates for the supply of developable land within the Urban Growth areas:
  - vacant, under utilized, partially utilized

**PLANNING PRACTICES**

**ATTACHMENT A**

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4. Identify uniform, established candidates for lands to be excluded from development, such as lands:
  - needed for R.O.W.
  - hazardous, critical, open space etc.,
  - too costly to provide services
  - to be zoned agricultural with Transfers of Density Rights (TDRs)
5. Map existing public, private and semi-public service district boundaries and;
6. Inventory all existing capital facilities for public, private and semi-public service providers, and transportation network, identify existing capacity:

|          |                |
|----------|----------------|
| water    | sewer          |
| fire     | police         |
| schools  | ports          |
| parks    | libraries      |
| hospital | communications |
7. Confer with BFRC to establish current level transportation data re: inventory
  - each jurisdiction to build on BFRC transportation data; define local street conditions, capacities, programmed and needed improvements
8. Inventory housing stock - identify existing supply/demand ratio by housing
9. Using Population Projections per jurisdiction, accomplish the following:
  - project new housing mix/type and occupancy rates;
  - identify projected gross new demands for services identified in item #5, above
  - equate existing services infrastructure capabilities and C.I. P.s with gross new demands.

## **PLANNING PRACTICES**

### **ATTACHMENT A**

Page 3

-identify new C.I.s, (supplies of water, sewer, school, rec. fac. etc.) necessary to meet gross new demands.

-survey options to meet gross new service with cost effectiveness on essential services (i.e., water and sewer, road maintenance as a priority) and; type, identify present need (use Census).

-with the cost effectiveness of meeting other services demands as a consideration

10. Contact each utility purveyor. Solicit participation on LUE advisory committees on relevant issues.

11. inventory facilities/capacities of existing utility services, identify current plans for new facilities and capacities including but not limited to electric, telecommunications, natural gas. Rely on BFRC data

12. lands such as: utility and transportation corridors, land fills, sewage treatment facilities, recreation, schools etc.,

-integrate existing information from comp. plans, needs assessments, pop. projections, into one joint list of needed public lands

-county must work with state and cities to identify areas of shared need and shall prepare a prioritized list with estimated acquisition dates;

-capital acquisition budget for each jurisdiction with jointly agreed upon priorities and schedule. \*

13. Identify Open Space Corridors within and between Urban Growth Areas, including:

-lands used or designated as recreational, wildlife habitat, trails, and "critical areas" as defined in sec .3

-optional: develop a mechanism to purchase fee simple or lesser interests in these open spaces using funds authorized by RCW 84.34.230 \*

-develop an acquisitions list for those lands with critical resources imposing extreme constraints on development \*

14. Draft a procedure, including siting criteria, for locating/approving essential public facilities.

**PLANNING PRACTICES**  
**ATTACHMENT A**

Page 4

- review list of essential facilities provided by OFM with the objective to identify those suitable for location in urban vs rural areas.
15. Consistent with the revised Policies in the Comp. Plan Texts, integrate population projections, land use and capital facilities inventory data, lands necessary for new capital facilities, and total land requirements to support population projections (including sec. 15 lands, lands for essential facilities RESHB sec 1), densities, open space and critical/natural areas (set asides) into new 20 year Urban Growth Areas.
  16. Review of Urban Growth Areas by each jurisdiction's legislative body.
  17. BOCC adopts Urban Growth Areas, then;

**PREPARE DRAFT LAND USE MAP**

**Map Designations**

1. Prepare Draft Land Use Map with general distribution, location and extent of land uses, and:
  - Urban Growth Areas and Rural Lands
  - Open Space
  - Public Facilities and lands
  - population densities
  - building intensities
  - est. future pop. densities (multiply av. bldg. densities X pers/household re: page 57 of 1985 Comp. Plan.(update with 1990 census)

\* not necessary for locating urban growth boundaries

**CITY APPROVED RESOLUTIONS**

City of West Richland Resolution No. 40-16

City of Richland Resolution No. 174-16

City of Kennewick Resolution No. 16-19

City of Benton City Resolution No. 2016-15

City of Prosser Resolution No. 16-1520

**CITY OF WEST RICHLAND  
RESOLUTION NO. 40-16**

**A RESOLUTION OF THE CITY OF WEST RICHLAND, APPROVING THE  
PROPOSED MODIFIED COUNTY-WIDE PLANNING POLICIES SENT TO  
THE CITY ON JULY 14, 2016**

**WHEREAS**, the City of West Richland received modified County-Wide Planning Policies on July 14, 2016; and

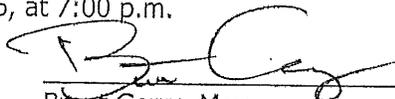
**WHEREAS**, the City of West Richland believes that the modified County-Wide Planning Policies are in the best interest of the City of West Richland; and

**WHEREAS**, the City of West Richland City Council moved to support the modified Benton County County-Wide Planning Policies, as sent to the City on July 14, 2016, and forward a recommendation for adoption to the Benton County Planning Commission and the County Commissioners on November 14, 2016.

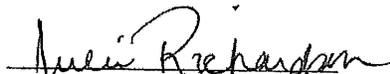
**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND**  
that:

1. The West Richland City Council hereby approves the modified County-Wide Planning Policies as submitted by Benton County on July 14, 2016.

**PASSED BY THE CITY COUNCIL OF THE CITY OF WEST RICHLAND,**  
**WASHINGTON**, this 6th day of December 2016, at 7:00 p.m.

  
Brent Gerry, Mayor

ATTEST:

  
Julie Richardson, City Clerk

APPROVED AS TO FORM:

  
Bronson Brown, City Attorney

RECEIVED

DEC - 8 2016

Planning Department

RECEIVED

SEP 14 2016

RESOLUTION NO. 174-16

A RESOLUTION of the City of Richland supporting adoption of amendments to the Benton County Countywide Planning Policies.

Benton County  
Planning Department

WHEREAS, the Growth Management Act (GMA), per RCW 26.70A.210, requires each county planning under the GMA to adopt a countywide planning policy in cooperation with the cities located within that county; and

WHEREAS, Benton County originally adopted countywide planning policies in 1992, which have been in effect without amendment since then; and

WHEREAS, in 2016, Planning staff for the county and cities have reviewed the existing countywide planning policies for Benton County and have suggested changes to such policies; and

WHEREAS, the Benton County Commissioners have agreed in principle to the proposed amendments to the countywide planning policies and have provided each city within Benton County an opportunity to review the proposed changes to the countywide planning policies; and

WHEREAS, the Benton County Commissioners plan to take final action on the adoption of the proposed amendments to the countywide planning policies after each city has had an opportunity to review the proposed amendments; and

WHEREAS, the proposed changes to the countywide planning policies are desirable in that the proposed amendments include provisions for addressing future changes to the policies; provide a predictable formula for the distribution of future population; and call for the county and each city to develop an economic development chapter within their respective comprehensive plans.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland supports the adoption of the draft Countywide Planning Policies for Benton County, dated July 14, 2016.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately

ADOPTED by the City Council of the City of Richland at a regular meeting on the 6<sup>th</sup> day of September, 2016.



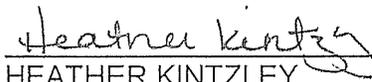
ROBERT J. THOMPSON  
Mayor

ATTEST:



MARCIA HOPKINS  
City Clerk

APPROVED AS TO FORM:



HEATHER KINTZLEY  
City Attorney

**CITY OF PROSSER, WASHINGTON  
RESOLUTION NO. 16-1520**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER,  
WASHINGTON APPROVING THE PROPOSED MODIFIED COUNTY-  
WIDE PLANNING POLICIES SENT TO THE CITY ON JULY 14, 2016.**

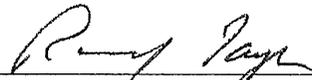
**WHEREAS**, Benton County sent modified County-Wide Planning Policies to the City of Prosser on July 14, 2016; and

**WHEREAS**, the Prosser Planning Commission reviewed the proposed policies on July 21, 2016; and

**WHEREAS**, the Prosser Planning Commission has recommended that the City Council approve the proposed policies as submitted by the County, and

**NOW THEREFORE, BE IT RESOLVED**, that Prosser City Council hereby approves the modified County-Wide Planning Policies as submitted by Benton County to the City on July 14, 2016.

**ADOPTED** by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this 9<sup>th</sup>, day of August, 2016.

  
MAYOR RANDY TAYLOR

ATTEST:

  
RACHEL SHAW, CITY CLERK



APPROVED AS TO FORM

  
HOWARD SAXTON, CITY ATTORNEY

SEP 8 2016

CITY OF KENNEWICK  
RESOLUTION NO. 16-19Benton County  
Planning DepartmentA RESOLUTION RATIFYING PROPOSED AMENDMENTS TO BENTON  
COUNTY'S COUNTYWIDE PLANNING POLICIES

WHEREAS, the Washington State Growth Management Act (GMA) requires that cities and counties adopt comprehensive plans; and

WHEREAS, the GMA further requires that counties adopt Countywide Planning Policies (CPPs), in cooperation with the cities located in whole or in part within the county; and

WHEREAS, CPPs establish a countywide framework for developing and adopting county and city comprehensive plans; and

WHEREAS, the role of the CPPs is to coordinate comprehensive plans of jurisdictions in the same county for regional issues or issues affecting common borders; and

WHEREAS, RCW 36.70A.210(1) describes a countywide planning policy as "a written policy statement or statements used solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted" and to "ensure that city and county comprehensive plans are consistent as required in RCW 36.70A.100"; and

WHEREAS, the existing CPPs were adopted by Benton County in 1992 in response to the adoption of the GMA; and

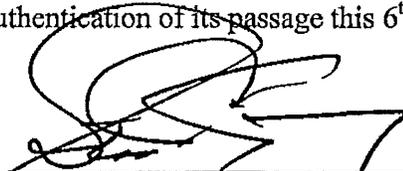
WHEREAS, the existing CPPs have never been revised; and

WHEREAS, in the years since the last CPPs were adopted in Benton County, the GMA has evolved through amendments and judicial interpretations provided by the GMA and the courts; and

WHEREAS, in order to achieve the objectives above, and to ensure that regional planning efforts and governmental actions are consistent with current legal requirements and information, substantial revisions to the existing Benton County CPPs have been proposed; NOW, THEREFORE,

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON that the City Council ratifies and supports proposed amendments to Benton County's Countywide Planning Policies (CPPs).

PASSED BY THE CITY COUNCIL OF THE CITY OF KENNEWICK, WASHINGTON, this 6<sup>th</sup> day of September, 2016, and signed in authentication of its passage this 6<sup>th</sup> day of September, 2016.

  
\_\_\_\_\_  
STEVE C. YOUNG, Mayor

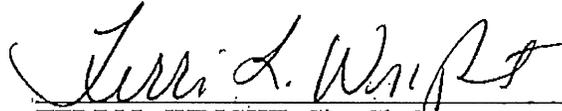
Attest:

  
\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

RESOLUTION NO. 16-19 filed and recorded in the office of the City Clerk of the City of Kennewick, Washington, this 7<sup>th</sup> day of September, 2016.

Approved as to Form:

  
\_\_\_\_\_  
LISA BEATON, City Attorney

  
\_\_\_\_\_  
TERRI L. WRIGHT, City Clerk

**RESOLUTION NO. 2016-15**

**A RESOLUTION APPROVING THE MODIFIED BENTON-COUNTY COUNTY-WIDE PLANNING POLICIES**

**WHEREAS**, on July 12, 2016, the Board of County Commissioners of Benton County adopted Resolution No. 2016-559 providing for the proposed modifications of the County-Wide Planning Policies to be circulated to each City within the County for comment and review; and

**WHEREAS**, the City Council of the City of Benton City has reviewed the July 14, 2016, draft Benton County County-Wide Planning Policies preliminarily adopted by Benton County subject to concurrence of at least three Benton County cities; and

**WHEREAS**, the City Council has determined that the modified County-Wide Planning Policies are in the best interest of the City of Benton City. NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON**, hereby resolves as follows:

**Section 1.** That the July 14, 2016, draft County-Wide Planning Polices for Benton County, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A, shall be and hereby is approved in their entirety, and recommends to the Benton County Commissioners final adoption and implementation within the County.

**Section 2.** The City Clerk is directed to provide to the Board of Commissioners of Benton County a copy of this Resolution approving the modified County-Wide Planning Policies in their entirety.

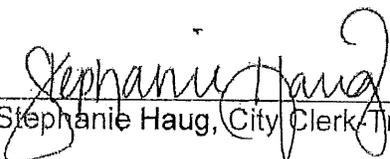
**ADOPTED** this 6 day of September, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 6 day of September, 2016.

Resolution 2016-15 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 6 day of September, 2016.

  
\_\_\_\_\_  
Linda Lehman, Mayor

Attest:

Approved as to Form:

  
\_\_\_\_\_  
Stephanie Haug, City Clerk-Treasurer

  
\_\_\_\_\_  
Leland B. Kerr, City Attorney

# Benton County Planning Department

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

## BCCH 1.6

### NOTICE OF OPEN RECORD HEARING

NOTICE IS GIVEN that the following ordinance will be considered by the Board of County Commissioners at a public hearing on Tuesday, February 7, 2017, at 9 a.m. in the Commissioners Meeting Room, Third Floor Courthouse, Prosser WA.

AN ORDINANCE relating to County planning; adopting updated Benton County Countywide Planning Policies (CWPP's). The Countywide Planning Policies are written policy statements used solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted. The Board of County Commissioners will also rescind Resolution 92-296 which adopted the original CWPP's on September 28, 1992.

All concerned persons may appear and present any support or objections to the proposed CWPP's or provide written testimony by 3 p.m. on Monday, February 6, 2017 to the Board of County Commissioners in care of the Planning Department, P.O. Box 910, 1002 Dudley Avenue, Prosser, Washington 99350 or by email to [planning.department@co.benton.wa.us](mailto:planning.department@co.benton.wa.us). The Benton County Countywide Planning Policies have been reviewed under the requirements of the State Environmental Policy Act (RCW 43.21C) and a Determination of Non-Significance (DNS) was issued on February 10, 2016.

Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public. Further information regarding the amendments and copies of the proposed ordinances are available at no cost to the public from the Benton County Planning Department.

It is Benton County's policy that no qualified individual with a disability shall by reason of such disability be excluded from participation in public meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the ADA Coordinator or the Benton County Planning Department at the above stated phone numbers and/or address no later than 48 hours prior to the date of the meeting. The Request for Reasonable Accommodation form is available online at [www.co.benton.wa.us](http://www.co.benton.wa.us) or from the Planning Department.

Dated at Prosser, Washington on this 20th day of January 2017.

JAMES BEAVER, Chairman  
BOARD OF COUNTY COMMISSIONERS

Greg Wendt, Principal Planner 

Publish on: January 26, 2017