

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



To view items in detail, please
click on highlighted areas.

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, May 14, 2013 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order
Approval of Minutes
❖ May 7, 2013

Review Agenda

Consent Agenda

Animal Control

a. Contract w/Tri-City Fence, Inc for Installation of Chain Link Fence

Commissioners

- b. Reappointment of L Bunch to the Benton-Franklin Workforce Development Council
- c. Reappointment of C Adrian to the Benton-Franklin Workforce Development Council
- d. Reappointment of C Freed to the Benton-Franklin Workforce Development Council
- e. Reappointment of N Moorer to the Benton-Franklin Workforce Development Council
- f. Reappointment of T Samuel to the Benton-Franklin Workforce Development Council
- g. Appointment of D Donley to the Benton-Franklin Workforce Development Council
- h. Appointment of G Gales to the Benton-Franklin Workforce Development Council

Facilities

i. Contract w/Banlin Construction to Install New Window @ the Jail

Fairgrounds

j. Line Item Transfer, Fund No. 0124-101, Dept. 000

Human Services

- k. Grant Agreement w/Elijah Family Homes for Rehabilitation Project Funding
- l. Grant Agreement w/Catholic Family & Child Service of the Tri-Cities for Rental Assistance

Juvenile

m. Amended Contract w/Educational Services District 123

Office of Public Defense

- n. Termination of Superior Court Legal Financial Obligation Public Defense Contract w/J Azure
- o. Superior Court Indigent Defense Agreement w/S Henwood

p. Superior Court Indigent Defense Agreement w/D Stovern

Public Works

q. Lease Agreement w/L&M Truck Sales, Inc.

r. Order & Agreement for the City of Prosser Franchise

Sheriff

s. Amended Contract w/Bergstrom Aircraft, Inc. for Aircraft Maintenance & Repair

t. Purchase Agreement w/Office Depot for Office Supplies

Public Hearing

Desert Winds Wireless Franchise ~ S Schuetze

Ordinance Relating to Public Records ~ R Lukson

Scheduled Business

Benton County Groundwater Discussion ~ D Olsen & Comnr Delvin

Benton County Jail Mental Health Enhancements - Pilot Program Discussion ~ E Thornbrugh

WSU Regional Tree Fruit & Wine Grape Extension Program ~ M Ophardt

Interfund Loan to Treasurer's Investment Pool Fund Update ~ N Kooiker

Animal Control Update ~ K Mercer

Grant De-Obligation ~ S Becken

Proposed Kennewick Shop Discussion ~ S Becken

Unscheduled Visitors

Board Assignment Update

Executive Session

Potential Litigation ~ S Hallstrom

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, May 7, 2013, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Shon Small
Commissioner James Beaver
Commissioner Jerome Delvin
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 Kely; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Public Works Manager Steve Becken; County Engineer Daniel Ford; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Jacki Lahtinen, District Court; Teri Holmes, Ken Denn, and Robert Heard, Central Services; Nick Kooiker, Treasurer; Clerk Josie Delvin; Auditor Brenda Chilton; RJ Lott, Planning; Ed Thornbrugh, Human Services; Dean Docken, Facilities; Rosie Sparks and Aileen Coverdell, Auditor's Office.

Approval of Minutes

The Minutes of April 30, 2013 were approved.

Agenda Approval

Chairman Small requested item "b" (Architectural & Engineering – HVAC Design) be pulled for discussion.

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items "a" through "n", pulling "b". Commissioner Delvin seconded and upon vote, the Board approved the following:

Commissioners

- a. Authorization for Architectural & Engineering Services for Courthouse Improvements

Human Services

- c. Amended Agreement w/Salvation Army to Provide Housing & Services
- d. Amended Agreement for the Housing and Essential Needs Grant

Personnel

- e. Denial of County Claim CC 2013-04

Planning

- f. Short Plan Vacation 12-04

Public Works

- g. Property Segregation for C.R.I.D. #15; Amending Resolution 2013-329
- h. Amendment No. 1 for C.R.A.B. Agreement-Nine Canyon Phase 2 – Beck Rd. to Mills Rd.
- i. C.R.A.B. Agreement – Nine Canyon Road Phase 3 – Coffin Rd. to Beck Rd.
- j. Appropriated Sums for Bituminous Surface Treatment 2013
- k. Approving the Updated Benton County Public Works Organizational Chart

Sheriff

- l. Line Item Transfer, Dept. 121
- m. Purchase of Patrol K-9 Dog
- n. Authorization to Purchase Ammunition from San Diego Police Equipment Company

Item “b” - Architectural & Engineering – HVAC Schematic Design

Chairman Small said he knew there were problems with the air conditioning system and that this was originally brought up in December 2012. He asked if anything in the design had changed since that time or if there were additional fees above the \$38,750.00; additionally, he noted the upgrades could cost up to \$1.5 million.

Mr. Docken said he talked to the architect just this morning and was told it was a pretty in depth study. They would be looking at each room, would bring in structural and mechanical consultants, and look at individual loads. He said once the design was done, they would be ready to go to bid based on estimates. He commented that the original HVAC system was commissioned in 1986. Commissioner Beaver asked about air quality issues being addressed and Mr. Sparks said he believed the new system would improve circulation and quality in the building.

MOTION: Commissioner Delvin moved to approve item “b” as presented. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

Public Hearing - SPV 13-03

R.J. Lott said the On March 12, 1991, Short Plat 1723 was recorded, which created 2 Lots. Short Plat 1723 included a 20-foot drainage easement in the East half of both lots. In 1993, a boundary line adjustment added the West 75 feet of Lot 1 of Short Plat 1723 to Lot 1 of Short Plat 1883. The owners of Lot 1 of Short Plat 1883 have submitted an application requesting that a portion of the easement noted above be vacated off of the face of Lot 1 of Short Plat 1723 and relocated approximately 10 feet to the West.

He said that all concerned agencies were notified and the Public Works Department said the new drainage easement must be 20 feet wide. He said the Planning Department recommended approval of the proposed vacation, conditioned on the new portion of the drainage easement be at least 20 feet in width, recorded with the Auditor, and a profile drawing with a legal description of the drainage easement be presented to the Public Works Department.

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

MOTION: Commissioner Beaver moved to approve the vacation of SPV 13-03 as recommended with conditions. Commissioner Delvin seconded and upon vote, the motion carried unanimously.

Benton City Economic Development Council – Quarterly Update

Bea Baker updated the Board on the following projects in Benton City:

- Numerous investors and promoters looking at the land
- New businesses - mercantile opened up (in old fire station) and fertilizer company; U-Haul; new newspaper;
- Roundabout coming;
- Events
 - Car show – money goes to youth organizations
 - Vineyard City arts festival

Hanford Cleanup Budget Update

Adam Fyall briefed the Board on materials that were submitted at the recent Energy Communities Alliance (ECA) peer exchange in Washington DC that he and Commissioner Beaver attended. He highlighted items of interest to the Tri-cities relating to cleanup funding, work schedules and jobs at Hanford.

Commissioner Beaver suggested the Board send a gentle reminder to the Governor that Benton County was not interested in new tanks and would like to have continued support for Hanford Cleanup. Mr. Fyall said as the cleanup caucus shrank that was pushing for cleanup, it was important to stress that cleanup strategies remain in place.

2011-2012 Expenditure and Revenue Budget Discussion

Keith Mercer presented the 2011-2012 budget highlights for discussion. He said the 2011-2012 budget had \$3.6 million unexpended or 96.9% used, with the majority from salaries (due to attrition). Commissioner Delvin asked if there were any budget standards out there and if 96.9% fit that standard. Mr. Sparks stated in the past the County had been at 7% to 8% unexpended but they had been holding a pretty tight base line and if they were at the 2-4% range, they were pretty good. He commented they had also had a savings on retirement during that budget that was not expected.

Commissioner Beaver said the County had been putting money into IT improvements and needed to continue to invest in development so it could lower its operating overhead; he said he was in favor of using resources to modernize.

Commissioner Delvin suggested the Board take a day to have a workshop/retreat and work on creating a five-year plan.

David Sparks stated that it was imperative for labor negotiations to keep costs down so they could keep the overhead down. He said he would be working with the Treasurer and Auditor to create a mid-biennium report after they looked at taxes and it would be a good opportunity to have a workshop at that point during mid-biennium.

Chairman Small said Mr. Sparks and the County had done a good job taking advantage of attrition by taking time to evaluate positions when somebody left to see if those tasks could be given to others or if the position was really needed.

Mr. Mercer then discussed revenues and said with the retail/use tax they deliberately budgeted low because they didn't want to balance the budget on money received from stimulus funds. The revenue came in \$3.7 million over budget. Mr. Sparks said they backed out the stimulus money and based on figures the stimulus money was about \$2 million. He said by far the biggest unknown revenue for the County was sales tax. Additionally, most of the union contracts had openers for 2014 and most also included one-time payments to the employees; part of the leftover was for capital, but part was for employees.

Voice Network Upgrade Presentation

Kenn Denn gave a presentation on a new voice network upgrade. He said the current lease ended in March 2014 and they had been leasing for the past 10 years. He said they currently had four separate networks and had been working on a solution to resolve some of their current issues. He said a consolidation of the network would reduce the number of components needed by 50-60%, would have a single centralized management interface system and would reduce the cabling network; he said they designed a new system that had a single point of failure, a lifetime warranty, and easily a 10-year solution.

Commissioner Delvin asked what the new system would do for the average user and Mr. Denn said it would be seamless to the user but the biggest savings would be energy and footprint reduction. The final capital cost would be approximately \$1,385,000.

Mr. Sparks said at the time they looked at the current system, the cost to buy was \$5 million, which is why they decided to lease and costs have gone down considerably.

Chairman Small asked the down side would be and Mr. Denn said the downside would be staying with the current system (currently have 10 different phones in the county; with the proposed system would be only three different phones). He said that Cisco was a statewide and national standard and this would bring Benton County into line with what everyone else was doing. Additionally, it would address many of the issues in the capital improvement plan.

Mr. Dennis said the cost was \$1.3 million to purchase and set up and after that would be annual costs for hardware warranty and a monthly service cost of \$3200.

The Board agreed to move forward.

Commissioner Assignment Update

Commissioner Delvin said he attended a groundwater meeting in Yakima with Mike Shuttleworth regarding exempt wells and groundwater issues. They were still working on the MOU and working with Mr. Shuttleworth on how they might deal with the exempt well issue if it happened. Additionally, he attended a Transit Board meeting, met with some folks who had water rights for sale, and attended a Risk Pool class.

Commissioner Beaver said he attended a Council of Governments meeting, chamber meeting, and TRIDEC.

MOTION: Commissioner Beaver moved to approve Jerome Delvin as the WSAC Board member appointment and himself as the alternate. Chairman Small seconded and upon vote, the motion carried.

Chairman Small said he attended the Greater Columbia Behavioral Health (GCBH) meeting; he then requested Mr. Thornbrugh come talk to the Board. Mr. Thornbrugh said that Chelan and Douglas Counties were their own Regional Support Network but were having financial issues and looking for partnerships. He said it was his recommendation this would not be a good partnership. Additionally, there was a contract amendment request by the Division of Behavioral Health & Recovery and they asked the GCBH to sign stating they would get it amended at a later date. Commissioner Small was the only no vote (9/1) on that issue.

Chairman Small said he also attended meetings for Metro Drug Task Force, PEDDA, and the swearing in ceremony for new Superior Court Judge Sal Mendoza.

Vouchers

Check Date: 05/03/2013
Warrant #: 79802-80045
Total all funds: \$5,601.82

Check Date: 05/03/2013
Warrant #: 80058-80163
Total all funds: \$225,482.59

Check Date: 05/03/2013
Warrant #235565-235669
Direct Deposit #: 83756-84355
Total all funds: \$2,043,173.53

Check Date: 05/03/2013
Taxes #: 10113051-10113059
Warrant #: 80164-80183

Total all funds: \$2,024,342.09

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

Resolutions

- 2013-349: Authorization for Architectural & Engineering Services for Courthouse Improvements
- 2013-350: Amended Agreement w/Salvation Army to Provide Housing & Services
- 2013-351: Amended Agreement for the Housing and Essential Needs Grant
- 2013-352: Denial of County Claim CC 2013-04
- 2013-353: Short Plan Vacation 12-04
- 2013-354: Property Segregation for C.R.I.D. #15; Amending Resolution 2013-329
- 2013-355: Amendment No. 1 for C.R.A.B. Agreement-Nine Canyon Phase 2 – Beck Rd. to Mills Rd.
- 2013-356: C.R.A.B. Agreement – Nine Canyon Road Phase 3 – Coffin Rd. to Beck Rd.
- 2013-357: Appropriated Sums for Bituminous Surface Treatment 2013
- 2013-358: Approving the Updated Benton County Public Works Organizational Chart
- 2013-359: Line Item Transfer, Dept. 121
- 2013-360: Purchase of Patrol K-9 Dog
- 2013-361: Authorization to Purchase Ammunition from San Diego Police Equipment Company
- 2013-362: Architectural & Engineering – HVAC Schematic Design

There being no further business before the Board, the meeting adjourned at approximately 10:31 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>5-14-13</u>	Execute Contract	<u> x </u>	Consent Agenda
Subject:	<u>Contract with Tri-City Fence</u>	Pass Resolution	<u> x </u>	Public Hearing
Prepared by:	<u>K. Mercer</u>	Pass Ordinance	<u> </u>	1st Discussion
Reviewed by:		Pass Motion	<u> </u>	2nd Discussion
		Other	<u> </u>	Other

BACKGROUND / SUMMARY INFORMATION

Currently, the kennels at the Benton County Animal Control Shelter are open on the top. There have been a few incidents where dogs have actually climbed out of their kennels and were roaming free in the shelter. Some of these incidents occurred at night and set off the alarm system. It is the Animal Control Manager’s recommendation to enclose the kennels by securing 11 gage chain link fencing across the top of the kennels. This will ensure that the dogs are safely secured in their kennels and avoid any future late night false alarms.

RECOMMENDATION

Pass the resolution.

FISCAL IMPACT

Amount not to exceed \$2,514.72 to be paid out of Current Expense (0000-101) Department 137 Animal Control’s Budget. No supplement required.

MOTION

N/A consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING A PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND TRI-CITY FENCE, INC. FOR INSTALLING 11 GAGE CHAIN LINK FENCING ACROSS THE TOP OF THE KENNELS LOCATED AT BENTON COUNTY ANIMAL CONTROL FACILITY

WHEREAS, per Benton County resolution 2012-677, "... the formal sealed bidding process may be dispensed with for the letting of public works contracts with an estimated cost of less than forty thousand dollar (\$40,000). For such projects, contracts may be entered into after direct negotiation and authorization by the BOCC, with such authorization being in the form of a resolution containing a summary of the three (3) bid quotations obtained, with a copy of each quote attached, and being available for public inspection"; and

WHEREAS, Benton County Animal Control solicited and received the following proposals for installing 11 gage chain link fencing across the top of 32 kennels located at the Benton County Animal Control Facility:

Tri-City Fence Inc. – West Richland, WA - \$2,514.72 including WSST
Frontier Fence Inc. – Pasco, WA - \$3,308.57 including WSST
AllSeasons Contractors LLC. – Pasco, WA – Did not respond

WHEREAS, the Benton County Animal Control Manager reviewed the proposals and recommends awarding said services to Tri-City Fence, Inc. West Richland, WA as the lowest responsive bidder;
NOW, THEREFORE

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and authorizes the Chairman of the Board to sign the attached public works contract between Benton County and Tri-City Fence, Inc. – Contractors License No. TRICIF*278LR – for a contract amount not to exceed \$2,514.72; and

BE IT FURTHER RESOLVED, the contract shall begin upon execution of both parties and shall expire on June 30, 2013.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Tri-City Fence, Inc., with its principal offices at 4330 W. Van Giesen St. West Richland, WA 99353, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A- Scope of Work/Compensation
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin upon execution of both parties and shall expire on June 30, 2013. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to install 11 gage chain link fencing across the tops of 32 kennels in accordance with Exhibit A. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing

BENTON COUNTY

RESOLUTION NO. _____

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

IN THE MATTER OF REAPPOINTMENT OF LISA BUNCH TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL

WHEREAS, the term of office for Lisa Bunch on the Benton-Franklin Workforce Development Council, Position B-12 which represents Business, expires on June 30, 2013, and

WHEREAS, Lisa Bunch, Umatilla Chemical Agent Disposal Facility, 78068 Ordnance Road, Hermiston, OR 97838, has expressed her interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-12 Business; **NOW, THEREFORE,**

BE IT RESOLVED that Lisa Bunch is hereby reappointed, as of July 1, 2013 to fill the Position B-12, which represents Business, said term expiring on June 30, 2016.

Dated _____

Chairman of the Board

Attest:

Member

Clerk to the Board

Member

Constituting the Board of Commissioners of
Benton County,
Washington



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

EXECUTIVE COMMITTEE

Todd Samuel
Board Chair
Senior Member, City University
Technical Group Manager
Pacific Northwest National Laboratory

Rick Peenstra
Past Chair
Vice-President
Community First Bank

Bob Bertsch
Owner
Ashley-Bertsch Group, Inc.

Mark Reavis
Vice-Chair
Business Manager
LIUNA

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

Melanie Olson
Manager
Lourdes Counseling Center

COUNTY OFFICIALS

Benton County
Commissioner James Beaver

Franklin County
Commissioner Rick Miller

EXECUTIVE DIRECTOR/CEO

Cos Edwards

May 6, 2013

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

Dear Marilou:

This letter is to inform you that four Board members' appointments will expire on June 30th, 2013. Each member desires reappointment to their current position on the Board. Please place them on the next available agenda.

Enclosed you will find the re-appointment resolutions for the following members:
Carl Adrian
Curt Freed
Norman Moorer
Todd Samuel

We also have two new applicants who wish to be appointed to the Board:
Derek Donley
Greg Gales

Please return one signed original resolution addressed to my attention.

If you have any questions please contact my phone at 509-734-5980 or email sduran@bf-wdc.org

Sincerely,

Sylvia Duran, EEO
Programs Coordinator

Enc.

BENTON COUNTY

RESOLUTION NO. _____

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

**IN THE MATTER OF REAPPOINTMENT OF CARL ADRIAN TO THE BENTON-
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

WHEREAS, the term of office for Carl Adrian on the Benton-Franklin Workforce Development Council, Position B-10 which represents Economic Development, expires on June 30, 2013, and

WHEREAS, Carl Adrian, TRIDEC, 901 N. Colorado St., Kennewick, WA, 99336, has expressed his interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-10 Economic Development; **NOW, THEREFORE**,

BE IT RESOLVED that Carl Adrian is hereby reappointed, as of July 1, 2013 to fill the Position B-10, which represents Economic Development, said term expiring on June 30, 2016.

Dated _____

Chairman of the Board

Attest:

Member

Clerk to the Board

Member

Constituting the Board of Commissioners of
Benton County,
Washington

BENTON COUNTY

RESOLUTION NO. _____

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

**IN THE MATTER OF REAPPOINTMENT OF CURT FREED TO THE BENTON-
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

WHEREAS, the term of office for Curt Freed on the Benton-Franklin Workforce Development Council, Position B-27, which represents Post Secondary Education, expires on June 30, 2013, and

WHEREAS, Curt Freed, Columbia Basin College, 2600 North 20th Ave., Pasco, WA 99301 has expressed his interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-27 Post Secondary Education; **NOW, THEREFORE**,

BE IT RESOLVED that Curt Freed is hereby reappointed, as of July 1, 2013 to fill the Position B-27, which represents Post Secondary Education, said term expiring on June 30, 2016.

Dated _____

Chairman of the Board

Attest:

Member

Clerk to the Board

Member

Constituting the Board of Commissioners of
Benton County,
Washington

BENTON COUNTY

RESOLUTION NO. _____

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

**IN THE MATTER OF REAPPOINTMENT OF NORMAN MOORER TO THE
BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

WHEREAS, the term of office for Norman Moorer on the Benton-Franklin Workforce Development Council, Position B-2 which represents Public Assistance Agency, expires on June 30, 2013; and,

WHEREAS, Norman Moorer, 1120 North Edison, Kennewick, WA 99336, has expressed his interest and willingness to be appointed as a member on the Workforce Development Council, Position B-2 Public Assistance Agency, and has submitted an application with endorsement from Community Service Division/DSHS/Kennewick Community Service Office; **NOW, THEREFORE,**

BE IT RESOLVED that Norman Moorer is hereby reappointed, as of July 1, 2013, to fill the B-2 position for Public Assistance Agency representation, said term expiring on June 30, 2016.

Dated _____

Chairman of the Board

Attest:

Member

Clerk to the Board

Member

Constituting the Board of Commissioners of
Benton County,
Washington

BENTON COUNTY

RESOLUTION NO. _____

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

IN THE MATTER OF REAPPOINTMENT OF TODD SAMUEL TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL

WHEREAS, the term of office for Todd Samuel on the Benton-Franklin Workforce Development Council, Position B-25 which represents Post Secondary Education, expires on June 30, 2013, and

WHEREAS, Todd Samuel, City University, 303 Bradley Blvd, Suite 202, Richland, WA 99352, has expressed his interest and willingness to be reappointed as a member on the Workforce Development Council, Position B-25 Post Secondary Education; **NOW, THEREFORE,**

BE IT RESOLVED that Todd Samuel is hereby reappointed, as of July 1, 2013 to fill the Position B-25, which represents Post Secondary Education, said term expiring on June 30, 2016.

Dated _____

Chairman of the Board

Attest:

Member

Clerk to the Board

Member

Constituting the Board of Commissioners of
Benton County,
Washington

BENTON COUNTY

RESOLUTION NO. _____

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

**IN THE MATTER OF APPOINTMENT OF DEREK DONLEY TO THE BENTON-
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

WHEREAS, Position F-20 which represents Labor Sector on the Benton-Franklin Workforce Development Council is vacant;

WHEREAS, Derek Donley, 2011 West Yakima Street, Pasco WA 99301, has expressed his interest and willingness to be appointed as a member on the Workforce Development Council, Position F-20 Labor Sector, and has submitted an application; **NOW, THEREFORE**,

BE IT RESOLVED that Derek Donley is hereby appointed, as of June 1, 2013, to fill the F-20 position for Labor Sector representation, said term expiring on June 30, 2016.

Dated _____

Chairman of the Board

Attest:

Member

Clerk to the Board

Member

Constituting the Board of Commissioners of
Benton County,
Washington

BENTON COUNTY

RESOLUTION NO. _____

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

**IN THE MATTER OF APPOINTMENT OF GREG GALES TO THE BENTON-
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

WHEREAS, Position F-18 which represents Labor Sector on the Benton-Franklin Workforce Development Council is vacant;

WHEREAS, Greg Gales, 3021 W Clearwater Ave, Kennewick, WA 99336, has expressed his interest and willingness to be appointed as a member on the Workforce Development Council, Position F-18 Labor Sector, and has submitted an application; **NOW, THEREFORE,**

BE IT RESOLVED that Greg Gales is hereby appointed, as of June 1, 2013, to fill the F-18 position for Labor Sector representation, said term expiring on June 30, 2016.

Dated _____

Chairman of the Board

Attest:

Member

Clerk to the Board

Member

Constituting the Board of Commissioners of
Benton County,
Washington

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>05/14/2013</u>	Execute Contract _____	Consent Agenda	X
Subject: _____	Pass Resolution X _____	Public Hearing	_____
Prepared by: <u>C. McKenzie</u>	Pass Ordinance _____	1st Discussion	_____
Reviewed by: <u>R. Lukson</u>	Pass Motion _____	2nd Discussion	_____
	Other _____	Other	_____

BACKGROUND INFORMATION

The Facilities Manager solicited quotes from the following companies to provide labor and materials to furnish and install a new window in the holding cell in the Benton County Jail:

CML RW Security, Erie, CO: \$18,700.00 + WSST
 Sierra Detention Systems, Brighton, CO: \$13,250.00 + WSST
 Banlin Construction, LLC, Kennewick, WA: \$13,950.00 (including WSST)

SUMMARY

The Facilities Manager recommends the Board enter into a Public Works Contract with Banlin Construction, LLC to furnish and install a new window in the holding cell in the Benton County Jail for a total amount not to exceed \$13,950.00 (including WSST) with the contract term expiring December 31, 2013.

RECOMMENDATION

Approve the resolution authorizing the Chairman to sign the Public Works Contract with Banlin Construction, LLC.

FISCAL IMPACT

\$13,950.00 (including WSST)

Current Expense – Dept. 110, Facilities Jail Support
 No supplement required

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PUBLIC WORKS CONTRACT TO BANLIN CONSTRUCTION, LLC TO FURNISH AND INSTALL A NEW WINDOW IN THE HOLDING CELL IN THE BENTON COUNTY JAIL

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

WHEREAS, per Section 3.4.1 (Public Works Contracts less than \$40,000) contracts may be entered into after direct negotiation and authorization by the Board of Benton County Commissioners, with such authorization being in the form of a resolution containing a summary of the three bid quotations obtained; and

WHEREAS, the Facilities Manager received quotes from the following companies to furnish and install a new window in the holding cell in the Benton County Jail:

CML RW Security, Erie, CO:	\$18,700.00 + WSST
Sierra Detention Systems, Brighton, CO:	\$13,250.00 + WSST
Banlin Construction, LLC, Kennewick, WA:	\$13,950.00 (including WSST)

WHEREAS, the Facilities Manager recommends entering into a Public Works Contract with Banlin Construction, LLC, Contractor License No. BANLICL881CB to furnish and install a new window in the holding cell in the Benton County Jail for a total contract amount not to exceed \$13,950.00 (including WSST); and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and hereby awards a Public Works Contract with Banlin Construction, LLC to furnish and install a new window in the holding cell in the Benton County Jail; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the Public Works Contract with Banlin Construction, LLC attached hereto in an amount not to exceed \$13,950.00 including WSST; and

BE IT FURTHER RESOLVED, the term of the attached contract begins when executed by both parties and terminates December 31, 2013.

Dated this _____ day of _____, 2013.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Banlin Construction, with its principal offices at 320 W. Columbia Drive, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A- Scope of Work/Compensation
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin upon the signature of all parties and shall expire on December 31, 2013. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide labor and materials to furnish and install a new window in the holding cell in the Benton County Jail as provided in Exhibit A. Contractor agrees its performance under this Contract will be complete within thirty (30) days from the date it begins work under this Contract. In the event that the requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>5/7/13</u>	Execute Contract _____	Consent Agenda <u> x </u>
Subject: line item transfer	Pass Resolution <u> x </u>	Public Hearing _____
Prepared by: J. Donley	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION / SUMMARY

Transfer needed to comply with line item budgeting as approved by resolution 2012-868

RECOMMENDATION

Approve line item transfer.

FISCAL IMPACT

Transferring funds from 575.400.4198 Road Professional Services to 575.400.4894 ER & R Repair and maintenance. No supplement required.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
FAIRGROUNDS OPERATING BUDGET FUND FUND NUMBER #0124-101,
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

< >

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
575.400	4198	Road Professional Services	\$447	575.400	4894	ER&R Repair and Maintenance	\$447
TOTAL			\$447	TOTAL			\$447

Explanation:

Transfer needed to comply with line item budgeting as approved by resolution 2012-868

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	Execute Contract <input checked="" type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>
Subject: Grant Agreement #2060-2013-EFH; between Benton and Franklin Counties Department of Human Services and Elijah Family Homes	Pass Resolution <input checked="" type="checkbox"/>	Public Hearing <input type="checkbox"/>
Prepared by: Maria Loera, Sr. Secretary-DHS	Pass Ordinance <input type="checkbox"/>	1st Discussion <input type="checkbox"/>
Reviewed by: Ed Thornbrugh, Administrator-DHS	Pass Motion <input type="checkbox"/>	2nd Discussion <input type="checkbox"/>
	Other <input type="checkbox"/>	Other <input type="checkbox"/>

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Elijah Family Homes to fund a rehabilitation project that consists of two (2) properties located in Richland, WA.

Elijah Family Homes provides housing subsidies and support services to low income households who have been denied public housing, who are homeless or pending homelessness pursuant to RCW 36.22.178.

Many of these households have adults with criminal records and serious drug addiction issues, Elijah Family Homes requires one (1) year sobriety prior to entering the housing program. Support services along with rental subsidies are provided for up to three (3) years.

The delayed Agreement execution is a result of the legal review process and Recipient signature process.

COORDINATION

Ryan Lukson, BCPA
Ed Thornbrugh, DHS
Tracy Diaz, DHS

SUMMARY

Award: Grant Agreement amount of \$8,410.00
Period: April 1, 2013 through March 31, 2014
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

- Sign the resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund, for a Grant Agreement amount of \$8,410.00

MOTION

To approve signing Grant Agreement #2060-2013-EFH with Elijah Family Homes, and to authorize the Chair to sign of behalf of the Board.



Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2013-EFH BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND ELIJAH FAMILY HOMES TO FUND A REHABILITATION PROJECT FOR ELIJAH FAMILY HOMES, CONSISTING OF TWO (2) PROPERTIES LOCATED IN RICHLAND, WA

WHEREAS, Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Elijah Family Homes to fund a rehabilitation project that consists of two (2) properties located in Richland, WA; and

WHEREAS, Elijah Family Homes provides housing subsidies and support services to low income households who have been denied public housing, who are homeless or pending homelessness pursuant to RCW 36.22.178; and

WHEREAS, many of these households have adults with criminal records and serious drug addiction issues, Elijah Family Homes requires one (1) year sobriety prior to entering the housing program. Support services along with rental subsidies are provided for up to three (3) years; and

WHEREAS, the delay in execution is a result of the legal review process and Recipient signature process; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2013-EFH between Benton and Franklin Counties Department of Human Services and Elijah Family Homes, to fund a rehabilitation project for Elijah Family Homes consisting of two (2) properties located in Richland, WA; for a Grant Agreement amount of \$8,410.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on April 1, 2013 and shall expire on March 31, 2014.

Dated thisday of, 2013

Chair

Member

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

Attest: _____
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	Execute Contract	<u> X </u>
Subject: Grant Agreement #2060-2013-CFCS: between Benton and Franklin Counties Department of Human Services and Catholic Family & Child Service of the Tri-Cities	Pass Resolution	<u> X </u>
Prepared by: Maria Loera, Sr. Secretary-DHS	Pass Ordinance	<u> </u>
Reviewed by: Ed Thornbrugh, Administrator-DHS	Pass Motion	<u> </u>
	Other	<u> </u>
	Consent Agenda	<u> X </u>
	Public Hearing	<u> </u>
	1st Discussion	<u> </u>
	2nd Discussion	<u> </u>
	Other	<u> </u>

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Catholic Family & Child Service of the Tri-Cities (CFCS) to provide a tenant based rental assistance program for low income individuals and families earning below 50% AMI, who may be working or on restricted incomes, in a graduated subsidy proposal of decreasing rental assistance, for up to one year.

Participants will be working with CFCS staff connecting to other community resources and stakeholders, and strengthening their skills in maintaining successful housing and increasing stability. Clients will be required to participate in services that emphasize independent living. Priority will be placed on households who need only temporary assistance to regain their housing stability and those below 30% AMI.

The delayed Agreement execution is a result of the legal review process and Recipient signature process.

COORDINATION

Ryan Lukson, BCPA
Ed Thornbrugh, DHS
Tracy Diaz, DHS

SUMMARY

Award: Grant Agreement amount of \$38,560.00
Period: March 1, 2013 through February 28, 2014
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

- Sign the resolution to accept the proposed Grant Agreement
- Approve the proposed Grant Agreement by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund, for a Grant Agreement amount of \$38,560.00

MOTION

To approve signing Grant Agreement #2060-2013-CFCS with the Catholic Family & Child Service of the Tri-Cities, and to authorize the Chair to sign of behalf of the Board.



Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2013-CFCS BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND CATHOLIC FAMILY & CHILD SERVICE OF THE TRI-CITIES, TO PROVIDE A TENANT BASED RENTAL ASSISTANCE PROGRAM FOR LOW INCOME INDIVIDUALS AND FAMILIES EARNING BELOW 50% ANNUAL MEDIAN INCOME (AMI)

WHEREAS, Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Catholic Family & Child Service of the Tri-Cities (CFCS) to provide a tenant based rental assistance program for low income individuals and families earning below 50% AMI, who may be working or on restricted incomes, in a graduated subsidy proposal of decreasing rental assistance, for up to one year; and

WHEREAS, participants will be working with CFCS staff connecting to other community resources and stakeholders, and strengthening their skills in maintaining successful housing and increasing stability; and

WHEREAS, clients will be required to participate in services that emphasize independent living. Priority will be placed on households who need only temporary assistance to regain their housing stability and those below 30% AMI; and

WHEREAS, the delay in execution is a result of the legal review process and Recipient signature process; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2013-CFCS between Benton and Franklin Counties Department of Human Services and Catholic Family & Child Service of the Tri-Cities, to provide a tenant based rental assistance program for low income individuals and families earning below 50% Annual Median Income (AMI); for a Grant Agreement amount of \$38,560.00; and

BE IT FURTHER RESOLVED, the term of the attached Grant Agreement commences on March 1, 2013 and shall expire on February 28, 2014.

Dated thisday of, 2013

Chair

Member

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

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Grant Agreement #2060-2013-CFCS**

This Grant Agreement, hereinafter referred to as the "Agreement", is executed by and between **Benton County**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as the "County"), and **Catholic Family & Child Service of the Tri-Cities (CFCS)**, a nonprofit social service organization operating under Catholic Charities of the Diocese of Yakima, with its principal offices at 2139 Van Giesen, Richland, WA 99354, (hereinafter "Recipient" or Contractor), and together referred to as the "Parties."

County Contact Representative:
Edward Thornbrugh, Administrator
Department of Human Services
7102 W. Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: 509.783.5284
Fax: 509.783.5981
E-Mail: Edward.Thornbrugh@co.benton.wa.us

Recipient Contact Representative:
Linda Robb, Clinical Director
Catholic Family & Child Services of the
Tri-Cities
2139 Van Giesen
Richland, WA 99354
Phone: 509. 946.4645
Fax: 509. 943.2068
E-Mail: lrobb@cfcstricities.org

Agreement Start Date March 1, 2013
Agreement End Date February 28, 2014

Consideration \$38,560.00

Attachment A Project Description and Budget

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or 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.

For the Contractor:


Clinical Director Date 4/30/13

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:


Department of Human Services

Approved as to Form:


Benton County Prosecutor's Office

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 05/14/2013 F/C 05/22/2013		
SUBJECT: Personal Service Contract Amendment # 1 with Educational Services District 123		
Prepared By: Toni Lehman		
Reviewed By: Darryl Banks		

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center contracts with the Educational Service District 123 to provide chemical dependency assessment and treatment to youth as ordered by the Court.

SUMMARY

Contract Amendment # 1 amends the maximum compensation to the Educational Services District from \$7,000.00 to \$10,000.00.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Services Contract Amendment # 1 between Educational Service District 123 and Benton-Franklin Counties Juvenile Justice Center.

COORDINATION

Coordination of the Contract Amendment # 1 occurred as follows: Toni Lehman, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney who reviewed the contract as to form; Bruce Hawkins, Superintendent, and Darryl Banks, Interim Administrator for the Benton-Franklin Counties Juvenile Justice Center

FISCAL IMPACT

These are state funds whereby we are reimbursed for services and are incorporated in the Juvenile Court's budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the Personal Service Contract Amendment # 1 with ESD 123.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF AWARDING THE EDUCATIONAL SERVICES DISTRICT 123 THE PERSONAL SERVICES CONTRACT AMENDMENT # 1 WITH THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

WHEREAS, Benton-Franklin Counties Juvenile Justice Center, has a contract with the Educational Services District 123 via Benton County Resolution 11-474 and Franklin County Resolution 2011 258; and

WHEREAS, the Contract Amendment # 1 amends the compensation for a maximum total amount not to exceed \$10,000.00 from the Contract maximum compensation amount not to exceed \$7,000.00; and

WHEREAS, the Interim Administrator for the Benton-Franklin Counties Juvenile Justice Center, recommends approving Contract Amendment # 1 **NOW, THEREFORE;**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the Board concurs with the Interim Administrator's recommendation and hereby awards the personal service contract amendment # 1 to the Educational Services District 123 in an amount not to exceed \$10,000.00; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Personal Service Contract Amendment # 1; and

BE IT FURTHER RESOLVED, the term of the attached contract amendment # 1 commences July 1, 2011 and expires on June 30, 2013.

DATED this 14^h day of May 2013
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 22nd day of May 2013
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

JUDGES
Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

JOSEPH R. SCHNEIDER
JERRI G. POTTS
JACQUELINE STAM
Court Commissioners

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

AMENDMENT # 1 TO PERSONAL SERVICES CONTRACT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND EDUCATION SERVICE DISTRICT 123

This Amendment to Personal Services Agreement (the "Amendment") is entered into by and between Education Service District 123 and **BENTON COUNTY** and **FRANKLIN COUNTY**, state of Washington political subdivisions (jointly the "Counties"), for and on behalf of the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency ("Juvenile Justice Center").

In consideration of the mutual benefits and covenants contained herein and in the parties' existing Personal Service Agreement between Education Service District 123 and the Counties, (corresponding to Benton County Resolution No. 11 474 and executed on July 25, 2011, and Franklin County Resolution No. 2011 258 and executed on August 3, 2011), hereinafter referred to as the "Existing PSA", the parties agree **Section 5 B, Compensation** of said Existing PSA shall be amended by being replaced with the following:

5. COMPENSATION

B. The maximum total amount payable by the Counties to the Contractor under this Contract shall not exceed Ten Thousand Dollars (\$10,000.00).

Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall be effective upon execution by the parties.

(14)

ESD 123	Benton Franklin Counties Juvenile Justice Center
<p><i>Bruce A. Hawkins</i> 4/29/2013 Bruce Hawkins Date</p>	<p><i>Darryl Banks</i> 3/29/13 Darryl Banks Date</p>
<p>BENTON COUNTIES APPROVAL Approved as to Form: <i>Stephen J. Hallstrom</i> 032213 Stephen Hallstrom, Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Shon Small</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____</p> <p>Attest: _____</p> <p>Clerk of the Board: _____</p>	<p>FRANKLIN COUNTIES APPROVAL Approved as to Form: <u>Agreed Review Performed by Benton County</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Rick Miller</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____</p> <p>Attest: _____</p> <p>Clerk of the Board: _____</p>

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: May 14, 2013
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Benton County is obligated to provide public defense services to defendants facing the potential of incarceration for failure to pay Superior Court ordered legal financial obligations ("LFOs"). Attorney Jennifer Azure has been providing such services by contract but has exercised her unilateral right to terminate the contract with written notice. Notwithstanding the otherwise applicable 90 day notice requirement, it appears mutually beneficial to agree to a termination effective date of April 30, 2013 since the attorneys who will be replacing attorney Jennifer Azure are ready to start as of May 1, 2013.

SUMMARY

Request execution of resolution effectuating the termination of attorney Jennifer Azure's contract for LFO public defense services in Benton County Superior Court as requested by her.

RECOMMENDATION

Approve resolution as presented.

ANTICIPATED FISCAL IMPACT

No fiscal impact.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF TERMINATING THE SUPERIOR COURT LEGAL FINANCIAL OBLIGATION PUBLIC DEFENSE CONTRACT OF ATTORNEY JENNIFER AZURE

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court; and

WHEREAS, specifically, Benton County is obligated to provide indigent defense services to defendants who are facing the potential of incarceration for failure to pay legal financial obligations ordered by Superior Court (“LFOs”); and

WHEREAS, attorney Jennifer Azure has been providing such indigent defense services by way of contract with Benton County and the said contract has a provision allowing for unilateral termination of the contract with 90 days written notice; and

WHEREAS, attorney Jennifer Azure has given written notice of her unilateral desire to terminate the contract and, notwithstanding the otherwise applicable 90 days written notice, it is mutually agreed to have her termination be effective April 30, 2013 in order to accommodate the desired start date of the attorneys who will be taking over the LFO contract;

NOW THEREFORE, BE IT RESOLVED THAT contract BCSC1112JMA001L, with attorney Jennifer Azure for public defense services in Superior Court for LFO cases, with an annual maximum contract compensation of \$14,400 plus allowable expenses and trial per diems, be terminated as requested by attorney Jennifer Azure with an effective date of April 30, 2013.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: May 14, 2013
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Benton County is obligated to provide public defense services to defendants facing the potential of incarceration for failure to pay Superior Court ordered legal financial obligations (“LFOs”). Attorney Jennifer Azure has been providing such services by contract but has exercised her unilateral right to terminate the contract with written notice. Attorneys Susan Henwood and Daniel Stovern are interested in jointly providing public defense services to replace attorney Azure and both are qualified and suitable for such a contract.

SUMMARY

Request execution of resolution approving the contract with attorneys Susan Henwood and Daniel Stovern to provide public defense services to defendants facing potential incarceration for failure to pay LFOs in Benton County Superior Court.

RECOMMENDATION

Approve resolution as presented.

ANTICIPATED FISCAL IMPACT

No fiscal impact beyond budgeted funds.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A CONTRACT WITH ATTORNEY SUSAN HENWOOD TO PROVIDE PUBLIC DEFENSE SERVICES TO INDIVIDUALS FACING POST-DISPOSITION FELONY MATTERS PERTAINING TO ALLEGED FAILURE TO PAY LEGAL FINANCIAL OBLIGATIONS.

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court; and

WHEREAS, as a condition of conviction of a felony crime, defendants are ordered to pay certain fines, costs and penalties (collectively "Legal Financial Obligations" or "LFOs"); and

WHEREAS, defendants who are alleged to have failed to pay their LFOs may be detained and incarcerated for Contempt of Court; and

WHEREAS, prior to any incarceration, defendants are entitled to public defense services if they qualify; and

WHEREAS, Benton County has been contracting with attorney Jennifer Azure for such public defense services but attorney Azure has provided her notice of resignation; and

WHEREAS, attorney Susan Henwood, together with attorney Daniel Stovern, have agreed to jointly be responsible for the public defense services that attorney Jennifer Azure has been providing;

NOW THEREFORE, BE IT RESOLVED THAT contract BCSC1314SDH001L, for public defense services with attorney Susan Henwood, with an annual maximum contract compensation of \$7,200 plus allowable and approved expenses and trial per diems, be executed as presented.

BE IT FURTHER RESOLVED that the presented agreement commence effective May 1, 2013 and expire on December 31, 2014, as set forth in the agreement.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

**Attest:
Clerk of the Board**

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
BCSC1314SDH001L**

THIS AGREEMENT is entered into by and between **SUSAN D HENWOOD**, attorney at law, Washington State Bar Association No. 33843 ("Attorney") and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in the Benton County Superior Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of May 1, 2013, and shall continue thereafter through and including the 31st of December, 2014, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 1030 N Center Parkway, Suite 111, Kennewick, WA 99336. Attorney's current local office telephone and fax numbers are (509) 366-8078 and (509) 222-2223, respectively; and Attorney's current office/work e-mail address is sdhenwood@yahoo.com.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: May 14, 2013
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Benton County is obligated to provide public defense services to defendants facing the potential of incarceration for failure to pay Superior Court ordered legal financial obligations (“LFOs”). Attorney Jennifer Azure has been providing such services by contract but has exercised her unilateral right to terminate the contract with written notice. Attorneys Susan Henwood and Daniel Stovern are interested in jointly providing public defense services to replace attorney Azure and both are qualified and suitable for such a contract.

SUMMARY

Request execution of resolution approving the contract with attorneys Susan Henwood and Daniel Stovern to provide public defense services to defendants facing potential incarceration for failure to pay LFOs in Benton County Superior Court.

RECOMMENDATION

Approve resolution as presented.

ANTICIPATED FISCAL IMPACT

No fiscal impact beyond budgeted funds.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A CONTRACT WITH ATTORNEY DANIEL STOVERN TO PROVIDE PUBLIC DEFENSE SERVICES TO INDIVIDUALS FACING POST-DISPOSITION FELONY MATTERS PERTAINING TO ALLEGED FAILURE TO PAY LEGAL FINANCIAL OBLIGATIONS.

WHEREAS, Benton County is obligated by law to provide indigent defense services in Benton County Superior Court; and

WHEREAS, as a condition of conviction of a felony crime, defendants are ordered to pay certain fines, costs and penalties (collectively "Legal Financial Obligations" or "LFOs"); and

WHEREAS, defendants who are alleged to have failed to pay their LFOs may be detained and incarcerated for Contempt of Court; and

WHEREAS, prior to any incarceration, defendants are entitled to public defense services if they qualify; and

WHEREAS, Benton County has been contracting with attorney Jennifer Azure for such public defense services but attorney Azure has provided her notice of resignation; and

WHEREAS, attorney Daniel Stovern, together with attorney Susan Henwood, have agreed to jointly be responsible for the public defense services that attorney Jennifer Azure has been providing;

NOW THEREFORE, BE IT RESOLVED THAT contract BCSC1314DS001L, for public defense services with attorney Daniel Stovern, with an annual maximum contract compensation of \$7,200 plus allowable and approved expenses and trial per diems, be executed as presented.

BE IT FURTHER RESOLVED that the presented agreement commence effective May 1, 2013 and expire on December 31, 2014, as set forth in the agreement.

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

**Attest:
Clerk of the Board**

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
BCSC1314DS001L**

THIS AGREEMENT is entered into by and between **DANIEL STOVERN**, attorney at law, Washington State Bar Association No. 40253 ("Attorney") and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A.** The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B.** Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in the Benton County Superior Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of May 1, 2013, and shall continue thereafter through and including the 31st of December, 2014, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 404 Bradley Blvd, Ste 202, Richland, WA 99352. Attorney's current local office telephone and fax numbers are (509) 380-0210 and (509) 736-2728, respectively; and Attorney's current office/work e-mail address is Daniel@stovernlaw.com.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

RESOLUTION

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

IN THE MATTER OF COUNTY ROADS, RE: RENTAL OF A BUCKET TRUCK

WHEREAS, Public Works is in need of a bucket truck to trim trees over the roadway; and

WHEREAS, L&M Truck Sales, Inc. (L&M) of Spokane, Washington, a company on the Vendor's List, was contacted to see about the availability of renting a bucket truck; and

WHEREAS, L&M does have a bucket truck available for rent at a rental rate of \$2,760.00 per month plus \$0.12 mileage fee plus tax; and

WHEREAS, the Public Works Manager is recommending rental of the bucket truck for a one month period with a total cost not to exceed \$5,000.00, NOW THEREFORE

BE IT RESOLVED that the Board of County Commissioners authorizes the Public Works Manager to sign the lease agreement with L&M Truck Sales, Inc. in an amount not to exceed \$5,000.00, on behalf of Benton County.

Dated this 14th day of May 2013.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Public Works: S. Becken

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>May 14, 2013</u>	Execute Agreement <u> X </u>	Consent Agenda <u> X </u>
Subject: <u>City of Prosser</u>	Pass Resolution <u> X </u>	Public Hearing <u> </u>
<u>Franchise Order and Agreement</u>	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Prepared by: <u>Public Works /lss</u>	Pass Motion <u> </u>	2nd Discussion <u> </u>
Reviewed by: <u>Public Works /swb</u>	Other <u> </u>	Other <u> </u>

BACKGROUND INFORMATION

Benton County has received a petition to renew an expired franchise agreement with the City of Prosser

SUMMARY

The 25 year old Franchise the City of Prosser entered into with Benton County expired. The City of Prosser submitted an application to renew their Franchise. A public hearing was held April 9, 2013. The Commissioners voted on, and approved the Franchise Agreement for domestic water and sewer transmission lines with the City of Prosser, based on the 6 conditions listed the Engineer’s report. The Franchise Agreement has been signed by the City of Prosser and approved as to form by our Deputy Prosecuting Attorney. It is now before the Board for final approval.

RECOMMENDATION

Benton County Public Works recommends that the Commissioners approve the resolution as part of the Consent Agenda, which allows the Chairman to execute said Franchise Order and Agreement.

FISCAL IMPACT

None.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO THE CITY OF PROSSER FOR A FRANCHISE FOR A DOMESTIC WATER AND SEWER TRANSMISSION SYSTEMS AND ALL FACILITIES IN COUNTY ROAD RIGHTS OF WAY;

WHEREAS, a public hearing was held to consider the request of the CITY OF PROSSER, who has applied for a nonexclusive franchise for a DOMESTIC WATER AND SEWER TRANSMISSION SYSTEMS AND FACILITIES in unincorporated Benton County, and

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

1. The term of the franchise shall be a ten year (10) period, expiring May 31, 2023, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

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

BE IT RESOLVED that the franchise for the City of Prosser for domestic water and sewer transmission systems and all facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 14th day of May, 2013

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Orig: Public Works

Steve W Becken: Sue Schuetze

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

Grantor: Benton County
Grantee: City of Prosser

ORIGINAL

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF CITY)
OF PROSSER FOR A NONEXCLUSIVE FRANCHISE)
TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE,)
USE, AND IF NECESSARY, REMOVE DOMESTIC)
WATER AND SEWER TRANSMISSION SYSTEMS)
AND FACILITIES WITHIN THE COUNTY OF)
BENTON, STATE OF WASHINGTON, UPON, OVER,)
UNDER, ALONG, AND ACROSS CERTAIN COUNTY)
ROADS AND PUBLIC HIGHWAYS, OR PARTS)
THEREOF, NOT WITHIN THE LIMITS OF ANY)
INCORPORATED CITY OR TOWN.)

No. _____

ORDER AND AGREEMENT FOR
NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____ the petition and application of
CITY OF PROSSER, for the authority and nonexclusive Franchise, for a term of ten (10) years,
to install, locate, construct, maintain, operate, use, and, if necessary, remove DOMESTIC
WATER AND SEWER TRANSMISSION SYSTEMS AND FACILITIES under, upon, over,
along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or
other County property, hereinafter called County roads or rights-of-ways, described in said
application by reference to the sections, townships, and ranges in which said County roads or
rights-of-ways are physically located within the County of Benton, State of Washington, and not

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>5/14/13</u>	Execute Contract	<u> x </u>
Subject:	<u>First</u>	Pass Resolution	<u> x </u>
	<u>Amendment to</u>	Pass Ordinance	<u> </u>
	<u>the Personal</u>	Pass Motion	<u> </u>
	<u>Service</u>	Other	<u> </u>
	<u>Contract with</u>		
	<u>Bergstrom</u>		
	<u>Aircraft, Inc.</u>		
Prepared by:	<u>J. Thompson</u>		
Reviewed by:	<u>S. KEANE 5/14/13</u>		
		Consent Agenda	<u> x </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u>
		2nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND INFORMATION/ SUMMARY

Per resolution 2012 677, section 4.0 Services “the County need not advertise or follow a formal competitive bidding procedure, for service contracts, 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.”

Per resolution 2012-842, a contract was awarded to Bergstrom Aircraft, Inc. to provide “as needed” aircraft maintenance repair, modification, fueling, and pilot supplies for calendar years 2013 and 2014. The Sheriff’s Office has a need to move the aircraft from its current hangar location and have determined that the location available through Bergstrom Aircraft, Inc. best suits their needs.

The additional service and fee associated with the aircraft hangar rental is added to Section 3a. Services and Section 5a. and 5b. Compensation of the current contract. The term of the attached amendment shall be effective once executed by both parties and shall expire on December 31, 2014.

APPLICATION/CONTRACT APPROVED TO FORM BY

Ryan Lukson, DPA

RECOMMENDATION

Approve resolution and first amendment to the personal service agreement with the Bergstrom Aircraft, Inc.

FISCAL IMPACT

There is an increase in the fee associated with the hangar rental that will be absorbed by the approved 2013/14 Sheriff Investigative Fund budget. A line item transfer will follow.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT BETWEEN BERGSTROM AIRCRAFT, INC. FOR "AS NEEDED" AIRCRAFT MAINTENANCE, REPAIR, MODIFICATION, FUELING, AND PILOT SUPPLIES FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per resolution 2012 677, section 4.0 Services "the County need not advertise or follow a formal competitive bidding procedure, for service contracts, 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, per resolution 2012-842, a contract was awarded to Bergstrom Aircraft, Inc. to provide "as needed" aircraft maintenance repair, modification, fueling, and pilot supplies for calendar years 2013 and 2014; and

WHEREAS, the Sheriff's Office has a need to move the aircraft from its current hangar location; and

WHEREAS, the Patrol Administrative Lieutenant recommends amending the personal services contract to include the needed aircraft hangar rental, **NOW, THEREFORE**

BE IT RESOLVED, the additional service and fee associated with the aircraft hangar rental is added to Section 3a. Services and Section 5a. and 5b. Compensation of the current contract; and

BE IT FURTHER RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby approves the attached first amendment to the personal service agreement with Bergstrom Aircraft, Inc.; and

BE IT FURTHER RESOLVED, that the Board authorizes the Chairman to sign the attached first amendment to the personal services agreement.

BE IT FURTHER RESOLVED, the amount shall not exceed \$46,000.00 including W.S.S.T.; and

BE IT FURTHER RESOLVED, the term of the attached amendment shall be effective once executed by both parties and shall expire on December 31, 2014.

Dated this _____ day of _____, 2013.

Chairman of the Board

Member

Member
Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Orig: Sheriff
Cc: LSK, Auditor

Prepared by: J.Thompson

**First Amendment to the Personal Services Contract Awarded per
Resolution 2012-842**

This First Amendment to the above referenced 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 Bergstrom Aircraft, Inc., a for-profit corporation organized under the laws of the State of Washington, with its principal offices at 4102 Stearman Avenue, Tri-Cities Airport, Pasco, WA 99301, (hereinafter "Contractor").

Amendment Start Date Execution by both parties
Amendment End Date..... December 31, 2014
Unless the Contract is terminated as set forth therein.

By way of this First Amendment to the above referenced Personal Services Contract between the County and Contractor the parties wish to amend their Contract to include hanger rental as part of the services provided to the Benton County Sheriff's Office and provide compensation to the Contractor for these services. To that effect, the parties hereby agree to amend the Contract as follows:

1. Section 3a. Services Provided is to be removed in its entirety and replaced with the following:
Aircraft maintenance, repair and modification. Aircraft fueling, pilot supplies and aircraft hangar rental.
2. Section 5a. Compensation is to be removed in its entirety and replaced with the following:
Service Rates: Time and Materials – current shop rate \$80.00/hr for single-engine aircraft and \$90.00/hr for multi/turbine-engine aircraft. Aircraft hangar rental \$220.00 a month per aircraft.
3. Section 5b. Compensation is to be removed in its entirety and replaced with the following:
The maximum total amount payable by the County to the Contractor under this Contract shall not exceed 46,000.00 including Washington State Sales Tax.

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

For the Contractor:

Mal Ziegler

Title: President Date 5/16/13

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Form:

[Signature]
Benton County Prosecutor's Office

t. Purchase Agreement w/Office Depot for Office Supplies

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>05/14/13</u>	Execute Contract	<u>X</u>
Subject: Authorization to Purchase Office Supplies	Pass Resolution	<u>X</u>
Prepared by: J. Thompson	Pass Ordinance	_____
Reviewed by: <u>S. KEANS 5/7/13</u>	Pass Motion	_____
	Other	_____
	Consent Agenda	<u>X</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/SUMMARY

Per resolution 2012-833 dated December 18, 2012, the Board of County Commissioners authorized the Chairman to sign Amendment Number 2 to the Washington State Department of Enterprise Services Intergovernmental Agreement Number 2010-WPC-023 extending the use of the State Purchasing Cooperative contracts for the purchase of equipment, materials, and supplies.

Washington State Contract No. 04411 allows for the purchase of a wide variety of office supplies, ink, toner and paper from Office Depot. The current term start date is May 01, 2012 and expires on April 30, 2014. The Benton County Sheriff's Office has previously utilized Office Depot to purchase a wide variety of office supplies, ink, toner and paper; and wishes to continue to do so by utilizing the state contract pricing.

APPROVED TO FORM

Ryan Lukson, DPA

RECOMMENDATION

Approve the purchase of a wide variety of office supplies, ink, toner and paper from Office Depot off Washington State Contract No. 04411 with a total amount not to exceed \$55,000 including WSST, for the period of May 7, 2013 through May 7, 2015.

FISCAL IMPACT

Amount not to exceed \$55,000.00 from the approved 2013/2014 Sheriff's Office Budgets. No supplement is required.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A WIDE VARIETY OF OFFICE SUPPLIES, INK, TONER AND PAPER FROM OFFICE DEPOT OFF WASHINGTON STATE CONTRACT NO. 04411 FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON

WHEREAS, by Resolution 2012-833 dated December 18, 2012, the Board of County Commissioners authorized the Chairman to sign Amendment Number 2 to the Washington State Department of Enterprise Services Intergovernmental Agreement Number 2010-WPC-023 extending the use of the State Purchasing Cooperative contracts for the purchase of equipment, materials, and supplies; and

WHEREAS, Washington State Contract No. 04411's current term start date is May 01, 2012 and expires on April 30, 2014; and

WHEREAS, Washington State Contract No. 04411 allows for the purchase of a wide variety of office supplies, ink, toner and paper from Office Depot; and

WHEREAS, the Benton County Sheriff's Office has previously utilized Office Depot to purchase a wide variety of office supplies, ink, toner and paper; and

WHEREAS, the Benton County Sheriff's Office would like to purchase a wide variety of office supplies, ink, toner and paper off of Washington State Contract No. 04411 from May 7, 2013 through May 7, 2015; and

WHEREAS, the Administrative Assistant to the Sheriff recommends purchasing a wide variety of office supplies, ink, toner and paper from Office Depot off Washington State Contract No. 04411; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Administrative Assistant to the Sheriff recommendation and approves the purchase of a wide variety of office supplies, ink, toner and paper from Office Depot off Washington State Contract No. 04411 with a total amount not to exceed \$55,000 including WSST, for the period of May 7, 2013 through May 7, 2015; and

BE IT FURTHER RESOLVED, the Board authorizes the Chairman to sign the attached Purchase Order Agreement.

Dated this _____ day of _____, 2013.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Original: Sheriff's Office
cc: Auditor, Purchase file

Prepared by: J. Thompson

Approved as to Form
(Civil Deputy Prosecutor)



By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): Chris McEntee Title: VP West Region Date: 5-2-13

Vendor Signature: 



Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>May 14, 2013</u> Subject: <u>Desert Winds Wireless Inc., Franchise Order and Agreement</u> Prepared by: <u>Public Works /lss</u> Reviewed by: <u>Public Works /swb</u>	Execute Agreement _____ Pass Resolution _____ Pass Ordinance _____ Pass Motion <u>X</u> _____ Other _____	Consent Agenda _____ Public Hearing <u>X</u> _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

Benton County has received a petition to create a Franchise Order and Agreement with a new utility named Desert Winds Wireless, Inc.

SUMMARY

Desert Winds Wireless, Inc. has requested a franchise to place fiber optics within Benton County road right of way. A public hearing was set for May 14, 2013. The notice of Public Hearing was advertised and posted as required. No comments were received on the proposal. The franchise, if approved, will run for 10 years.

RECOMMENDATION

Benton County Public Works recommends that the Commissioners approve the creation of a Franchise Order and Agreement with Desert Winds Wireless, Inc., subject to the 6 items listed in the report to the Commissioners.

FISCAL IMPACT

None.

MOTION

Move to approve a Franchise with Desert Winds Wireless, Inc. subject to the 6 conditions listed in the Engineer's report to the Commissioners.

Steven W. Becken
Public Works Manager

Daniel S. Ford, P.E.
County Engineer

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

Benton County

Department of Public Works

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

May 14, 2013

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise
Applicant: Desert Winds Wireless, Inc.

Commissioners:

Desert Winds Wireless, Inc. has filed a petition for a nonexclusive franchise to place fiber optic communications network transmission and distribution system, and all facilities, within unincorporated Benton County road right of way. No comments were received from anyone after publications and postings were completed.

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

1. The term of the franchise shall be for a ten (10) year period.
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County.
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way.
4. Should Benton County require utility relocation work because of road reconstruction or maintenance, said work shall be at the Grantee's expense.
5. The franchise is nonexclusive.
6. The Grantee shall sign the Order and Agreement for Nonexclusive Franchise, which will be prepared based upon the requirements set forth at the public hearing.

Sincerely,



Sue Schuetze
Engineer II

Public Works: Steve Becken: Sue Schuetze

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	May 14, 2013	Execute Contract	_____
Subject:	Public Record Ordinance	Pass Resolution	_____ <u>X</u> _____
Prepared by:	Ryan Lukson	Pass Ordinance	_____ <u>X</u> _____
Reviewed by:		Pass Motion	_____
		Other	_____
		Consent Agenda	_____
		Public Hearing	_____ <u>X</u> _____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

An ordinance relating to public records, amending Ordinance 442; revising Chapter 5.14 of the Benton County Code.

SUMMARY : See above.

RECOMMENDATION:

Approve a Resolution and Ordinance ratifying the board’s decision at the conclusion of its public hearing on this matter.

MOTION:

Move to approve and sign the Resolution and Ordinance relating to public records.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTION OF ORDINANCE NO. _____ RELATING TO PUBLIC RECORDS; AMENDING ORDINANCE 442, SECTION 3 AND BCC 5.14.030; AMENDING ORDINANCE 442, SECTION 4 AND BCC 5.14.040; AMENDING ORDINANCE 442, SECTION 7 AND BCC 5.14.070; AMENDING ORDINANCE 442, SECTION 8 AND BCC 5.14.080; AMENDING ORDINANCE 442, SECTION 9 AND BCC 5.14.090; AMENDING ORDINANCE 442, SECTION 10 AND BCC 5.14.100; AMENDING ORDINANCE 442, SECTION 16 AND BCC 5.14.160; AND AMENDING ORDINANCE 442, SECTION 17 AND BCC 5.14.170.

WHEREAS, a public hearing was advertised and held on May 14, 2013 at 9:00 AM in the Commissioners meeting room, on the third floor, of the Benton County Courthouse in Prosser, WA to consider the above mentioned amendments of a County ordinance relating to public records; and

WHEREAS, at said hearing, the Board of Benton County Commissioners provided an opportunity for testimony both for and against the adoption of ordinance ____ and considered its affect in amending Ordinance 442; and

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

WHEREAS, the Board of Benton County Commissioners is satisfied that it appears to be in the best interest of the public to adopt an ordinance to amend Ordinance 442; **NOW, THEREFORE**

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

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

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest:
Clerk of the Board

NOTICE OF OPEN HEARING

NOTICE OF HEARING BEFORE The Benton County Board of County Commissioners in the matter of the ordinance amending Chapter 5.14 of the Benton County Code regarding public records.

NOTICE IS HEREBY GIVEN that a hearing will be conducted on May 14, 2013 at 9:00 a.m. at the Commissioners' Board Room, Benton County Courthouse, Prosser, WA, at which time any person may appear and be heard either for or against the proposed ordinance amending Chapter 5.14 of the Benton County Code.

THE SUMMARY of the proposed ordinance follows. Copies of the full text will be mailed upon request at no cost to the public. Further information regarding this matter and copies of the proposed ordinance are available from the Benton County Commissioners' Office, PO Box 190, Prosser, WA 99350. Telephone: Prosser (509) 786-5600; Tri-Cities (509) 736-3080.

BASED ON THE TESTIMONY presented at the public hearing, the Benton County Board of Commissioners may or may not approve or disapprove of the proposed ordinance. All concerned persons may appear and present any support or objections to the proposed amendments.

Benton County welcomes full participation in public meetings by all citizens. No qualified individual with a disability shall be excluded or denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the Benton County Commissioners' Office at the above phone number to make arrangements for special needs.

Dated this 30 day of April, 2013.

ANDY MILLER, Prosecutor
BENTON COUNTY PROSECUTOR'S OFFICE

RYAN LUKSON, Deputy Prosecutor
BENTON COUNTY PROSECUTOR'S OFFICE

PUBLISH ON: May 3, 2013

**SUMMARY OF ORDINANCE AMENDING CHAPTER 5.14 OF
THE BENTON COUNTY CODE**

SECTION 1 DEFINITIONS. Amending the code with the correct statutory reference.

SECTION 2 COUNTY FORMATION AND ORGANIZATION. Amending the code with the correct statutory reference.

SECTION 3 PUBLIC RECORDS OFFICER CONTACT INFORMATION. Amending code to update office phone numbers.

SECTION 4 REQUESTS FOR PUBLIC RECORDS. Amending code to update current practice with regard to verbal public records requests and remove references to obsolete technology.

SECTION 5 RESPONSE TO PUBLIC RECORDS REQUESTS. Amending code to reflect current statutory language under RCW 42.56.520.

SECTION 6 ELECTRONIC RECORDS. Amending code to reflect the County's obligations under current case law with respect to electronic records.

SECTION 7 DENIAL OF PUBLIC RECORDS REQUESTS--OBJECTION--REVIEW. Amending code to reflect current statutory language under RCW 42.56.520.

SECTION 8 ADOPTION OF FORM--REQUEST FOR PUBLIC RECORDS. Amending code to reflect current internet address.

SECTION 9 SEVERABILITY. Severability clause.

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

Marilu Flores

From: Lisa Small
Sent: Thursday, May 02, 2013 4:11 PM
To: Marilu Flores
Subject: FW: Benton County Ground water

FYI

From: Jerome Delvin
Sent: Thursday, May 02, 2013 4:08 PM
To: 'DOlsenEcon@aol.com'
Cc: Lisa Small
Subject: RE: Benton County Ground water

D.O. we are set for May 14th agenda. We start at 9:00am.

Jerome Delvin, Commissioner
Benton County
(509) 786-5600

From: DOlsenEcon@aol.com [<mailto:DOlsenEcon@aol.com>]
Sent: Tuesday, April 30, 2013 3:11 PM
To: Jerome Delvin
Subject: Re: Benton County Ground water

Commissioner (Jerome),

As we discussed, how about the 14th?

Thanks,

D.O.
BCWCB

In a message dated 4/10/2013 11:07:11 A.M. Pacific Daylight Time, Jerome.Delvin@co.benton.wa.us writes:

Greetings Dr. Olsen,

I'm requesting the Benton County Conservancy Board assist the Benton County Commissioners on the proposed joint WA DOE, Kittitas, Yakima and Benton counties ground water MOU.

The commissioners had a conversation at a recent commission meeting about this issue and are looking for a solution that fits Benton County needs for addressing it.

Concerns were expressed about the need for a new regulatory system in the county and the cost associated with it to meet the goals in the proposed MOU. Also what can be done within the current water systems, such as irrigation, in the three counties to conserve, be more efficient and use new

technology to meet the water concerns expressed by the proposed MOU. Does the amount of water in question cause the need for such action by the counties?

If the Board is willing to meet with the full commission and talk about this, I will request a time on a commission agenda in the near future.

Jerome Delvin, Commissioner

Benton County

(509) 786-5600



DUANE A. DAVIDSON, CPA
Benton County Treasurer

PO Box 630, Prosser, WA 99350

Prosser 509-786-2255 Fax 786-5628
509-736-3087

Kennewick 509-735-8505 Fax 736-2705

www.co.benton.wa.us/html/treasurer

Date: May 7, 2013

To: Benton County Board of Commissioners

From: Nick Kooiker *NJK*

RE: Status - Interfund Loan to TRS Investment Pool

Benton County resolution 2012-205 (Exhibit "A") authorized a \$70,000 loan from the Treasurer's O&M Fund (0112-101) to the Treasurer's Investment Pool Fund (0109-101), which provided for the purchase of new software and other costs associated with the County investment pool. Pursuant to Washington State BARS manual under volume 1, part 3, chapter 4, Section A (Exhibit "B"), we are required to provide an annual update regarding the loan status of any interfund loans to the legislative body at an open public meeting. This memorandum shall serve that purpose.

Since the investment pool started in the fall of 2012, we have receipted approximately \$38,371 in investment service fees. The fees collected pay for the portfolio management system that we utilize to run the pool, and any other administrative costs associated. Assuming we maintain this current pace, we are expecting to be able to pay the full \$70,000 interfund loan back to the Treasurer's O&M Fund by the end of 2013.

Overall, the investment pool has been successful and has accomplished the goals of the County and its current participants. Thank you for the continued support as we proceed with establishing the Treasurer's Investment Pool. Please feel free to contact me with any questions.

RESOLUTION 2012 205

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY FUNDS RE: INTERFUND LOAN FROM THE BENTON COUNTY TREASURER'S O&M FUND (0112-101) TO THE TREASURER'S INVESTMENT POOL FUND (0109-101).

WHEREAS, the County Treasurer has requested an interfund loan be made from the Treasurer's O&M fund (0112-101) to the Investment Pool fund (0109-101) in order to cover start up fees associated with the establishment of the new investment pool; and

WHEREAS, it is permissible under Volume 1, Part 3, Chapter 4, Section A of the BARS manual to make and account for interfund loans of funds that are clearly inactive or in excess of current needs; and

WHEREAS, the Treasurer has determined \$70,000 can be utilized from the Treasurer's O&M Fund (fund #0112-101) for this purpose; and

WHEREAS, pursuant to Benton County's debt policy, the Treasurer has reviewed this resolution for compliance with the policy; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners authorizes an interfund loan in the amount of \$70,000 from the Treasurer's O&M Fund (0112-101) to the Treasurer's Investment Pool Fund (0109-101); and

BE IT FURTHER RESOLVED, the principal and all interest (at a rate of 1.0% per annum) shall be repaid to the Treasurer's O&M Fund no later than three (3) years from the date hereof; and

BE IT FURTHER RESOLVED, this resolution serves as the official loan document.

Dated this 10 day of April, 2012.



Chairman of the Board

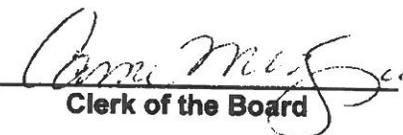


Member



Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: 
Clerk of the Board

Prepared by Nick Kooiker, Treasurer's Office

ACCOUNTING

Interfund Transactions

Interfund Loans

This section does not attempt to determine which moneys of a municipality may or may not be available for interfund lending, since the special character of some moneys involves commitments and restrictions which would require individual consideration. As a rule of thumb, however, it may be considered permissible to make interfund loans of those municipal moneys which are clearly inactive or in excess of anticipated cash needs throughout the duration of the loan **and** legally available for investment.

The minimum acceptable procedures for making and accounting for interfund loans are as follows:

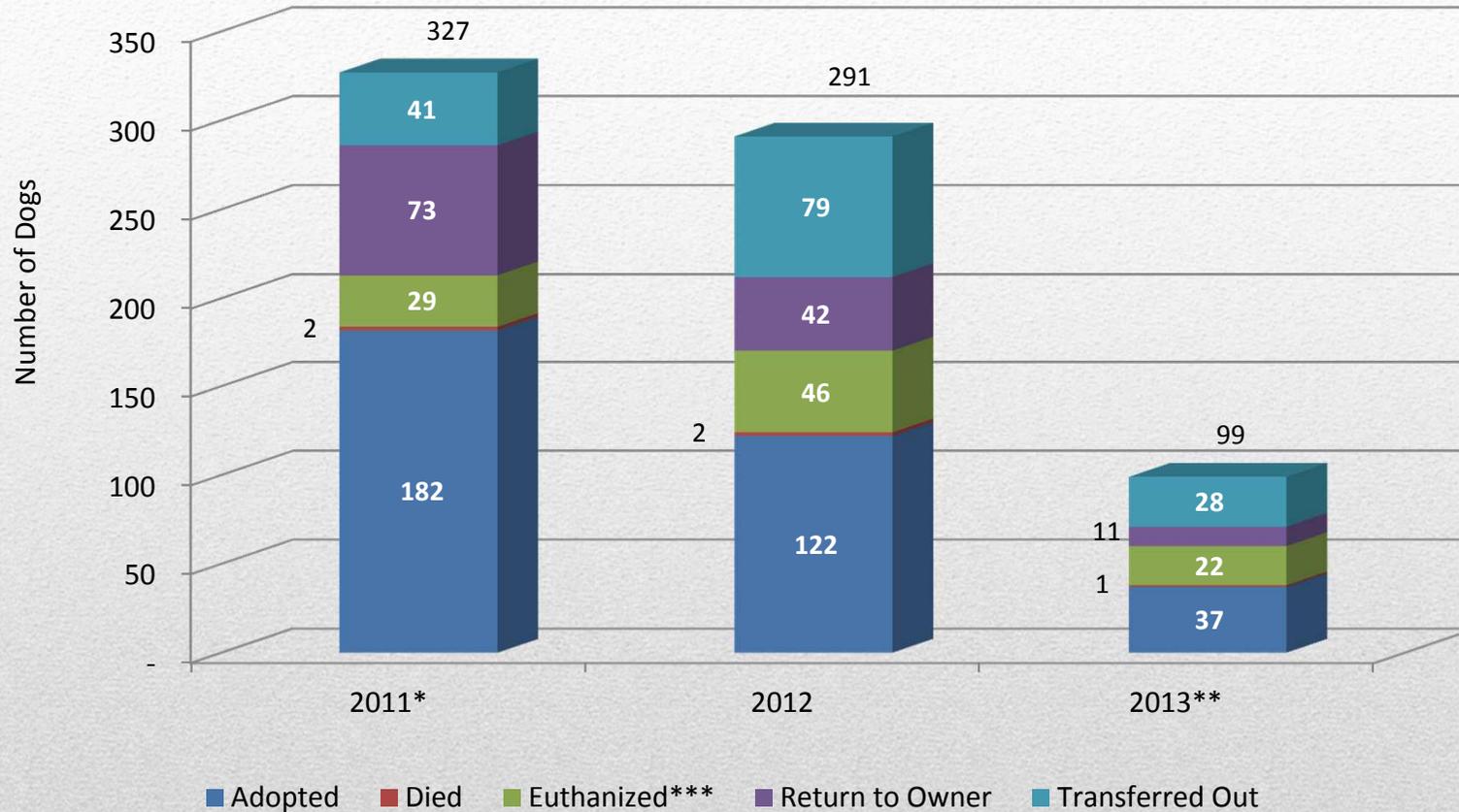
1. The legislative body of a municipality must, by ordinance or resolution, approve all interfund loans, indicating the lending and borrowing funds, and provide in the authorization a planned schedule of repayment of the loan principal as well as setting a reasonable rate of interest (based on the external rate available to the municipality) to be paid to the lending fund. The planned schedule of repayment should specify the due date(s) of payment(s) needed to repay the principal and interest on the loan.
2. Interest should be charged in all cases, unless:
 - a. The borrowing fund has no other source of revenue other than the lending fund; or
 - b. The borrowing fund is normally funded by the lending fund.
3. The borrowing fund must anticipate sufficient revenues to be able over the period of the loan to make the specified principal and interest payments as required in the authorizing ordinance or resolution.
4. The loan status should be reviewed annually by the legislative body at any open public meeting.
5. The term of the loan may continue over a period of more than one year, but must be “temporary” in the sense that no permanent diversion of the lending fund results from the failure to repay by the borrowing fund. A loan that continues longer than three years will be scrutinized for a permanent diversion of moneys. (Note: these restrictions and limitations do not apply to those funds which are legally permitted to support one another through appropriations, transfers, advances, etc.)
6. Appropriate accounting records should be maintained to reflect the balances of loans in every fund affected by such transactions.

Benton County

Animal Control Update

May 14, 2013

Animal Control Statistics



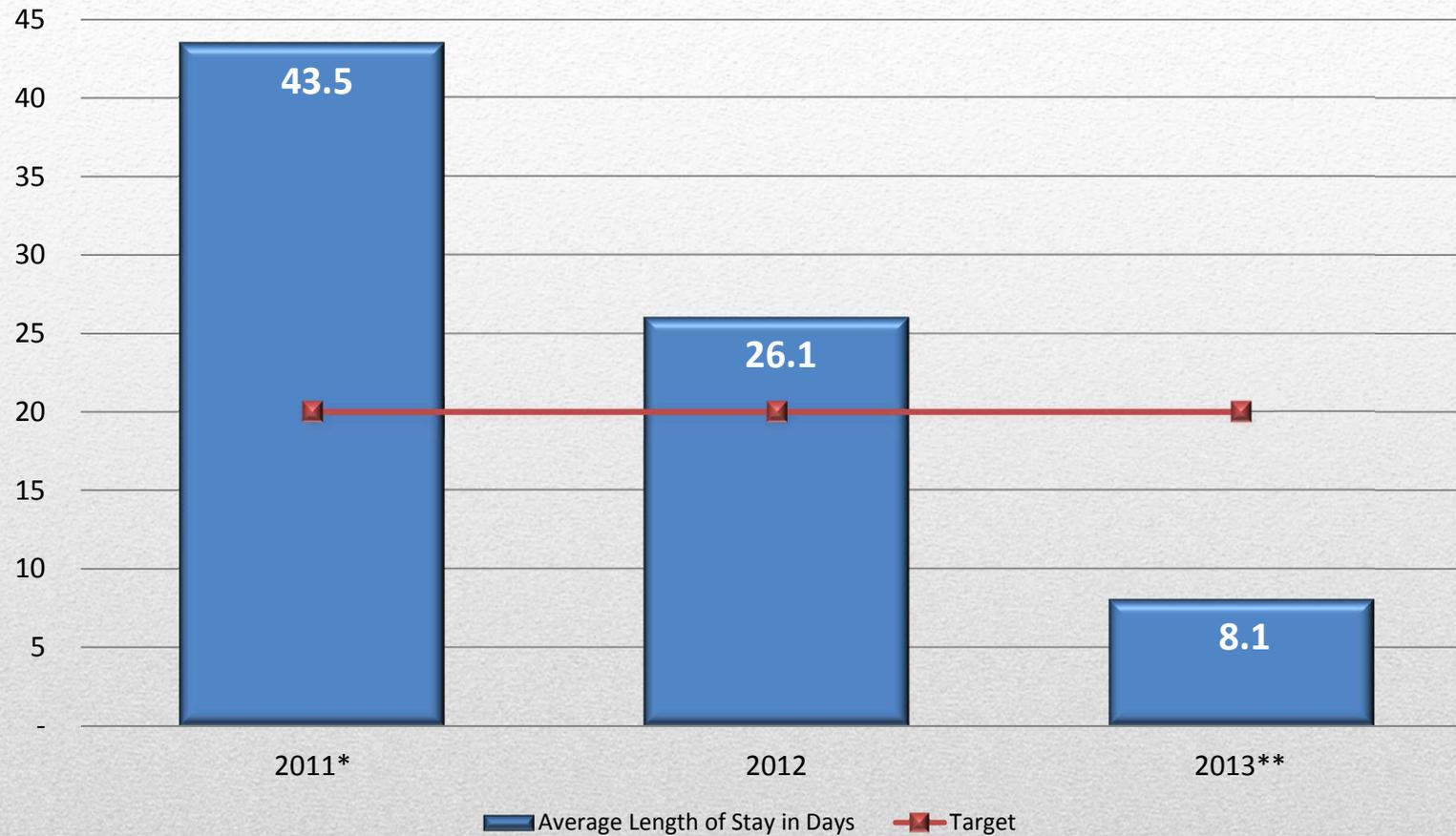
Animal Control Department

*February 15, 2011 through December 31, 2011

**January 1, 2013 through April 30, 2013

***Euthanasia is only performed if medically necessary or the stray dog is deemed dangerous or potentially dangerous.

Average Length of Stay in Days



Animal Control Department

*February 15, 2011 through December 31, 2011

**January 1, 2013 through April 30, 2013

***Euthanasia is only performed if medically necessary or the stray dog is deemed dangerous or potentially dangerous.



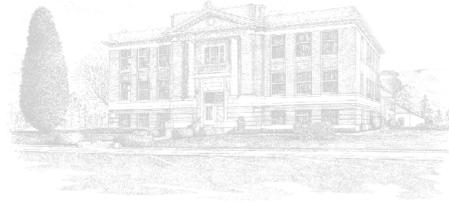
Questions

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



May 7, 2013

Mr. Trent Hurlbut
Solid Waste Planner & Grant Officer
Department of Ecology
15 W. Yakima Avenue, Suite 200
Yakima, WA 98902

RE: Grant No. G1300017

Dear Mr. Hurlbut:

On August 20, 2012, Benton County received Grant No. G1300017 from the Department of Ecology (DOE) with a maximum eligible cost in the amount of \$125,066.67 for the purpose of purchasing property for siting a Moderate Risk Waste Facility.

We recently received a proposed amendment from DOE that would change the scope of the grant from purchasing a site to conducting a siting survey and document findings for the new Benton County Moderate Risk Waste Facility and authorizing equipment purchases for the compost facility at the Horn Rapids Landfill. The maximum eligible cost remained the same and would be broken down as follows: \$35,066.67 to be used for the siting survey and the remaining \$90,000.00 to be used for purchasing equipment. Richland proposed purchasing the equipment and having Benton County submit the bill to DOE for reimbursement. Benton County would then reimburse Richland after receiving the funding from DOE. Administrative staff became concerned about the potential for any audits or findings as this process did not comply with the original grant agreement.

Benton County Public Works Staff met with Pete Rogalsky, Public Works Director for the City of Richland, and outlined the County's concerns. The outcome of that meeting was to request de-obligation of the Grant funds, which would allow DOE and the City of Richland to enter into an agreement or amend an existing agreement for equipment purchases for the compost facility at the Horn Rapids Landfill.

Benton County is requesting that the maximum eligible cost of \$125,066.67, as provided in Grant No. G1300017, be de-obligated to the Department of Ecology.

Sincerely

Shon Small
Chairman, Benton County Commissioners

cc: Donna Homes, Solid Waste Specialist

Steven W. Becken
Public Works Manager

Daniel S. Ford, P.E.
County Engineer

Proposed Kennewick Shop Discussion ~
S Becken

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

Benton County

Department of Public Works

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

To: Board of County Commissioners

From: Steven W. Becken, Public Works Manager 

RE: Proposed new Kennewick Shop

Date: May 7, 2013

The attached report is for the purpose of selecting a location for a new Kennewick Shop. The current shop is old, in constant need of repair and we have outgrown it.

The report gives pros and cons of various County owned property with a recommendation to construct a shop at the land known as the Wisner property on Wisner Parkway. This is a 10 acre site that we purchased in 2008 that met all of our needs. Domestic water is available which reduces our cost for fire suppression. Utilities are also available at that site.

We had approximately \$2,000,000 in ER&R that was going to be used for the new shop, however, because the new vehicle policy allows offices to replace equipment if it meets either the 100,000 mile requirement or is at least 10 years old, we have been informed that there will be more new vehicles requested than we anticipated when the shop budget was determined. We would now estimate conservatively \$1,250,000 to \$1,500,000 available funds.

We are requesting authorization to submit a Request for Qualifications to allow us to select an architect to design a new shop at the Wisner location.

Benton County

Department of Public Works

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

KENNEWICK SHOP REPLACEMENT

The need for replacing the Kennewick Shop was recognized as being necessary since the late 1990's. Retired Benton County Engineer Dennis Skeate was the interim County engineer during the late 1990's when feasibility meetings were held with WSDOT (Pasco) to examine the possibility of co-locating facilities and combining services much the same as Walla Walla County Road Department and WSDOT accomplished some years before.

The Prosser Maintenance Shop Facility was constructed in 2002-2003 with Roads and ER&R occupying that facility in March of 2003. The Prosser Shop was contracted for design with Brockway, Opfer and Raab Architects of Yakima with the long-term plan for constructing a near duplicate building to replace the Kennewick Shop Facility on a 10-acre parcel of land located in the County. At that time, it was assumed that Judge Staples would secure enough signatures to place moving the County seat on the ballot and that the voters would approve moving the County seat to Kennewick. If moving the County seat had been approved, then County Engineer Ross Dunfee proposed moving the Public Works staff into the new building when completed.

In 2004, we signed a nearly \$180,000.00 contract with Vista Engineering to have hydrology reports done on several potential sites for a proposed WSDOT/Kennewick shop. Vista did exploratory work on 34 different locations on Christenson Road, Locust Grove Road (now SR-397) and property behind the Washington State Patrol Office off Law Lane. It was estimated that the two shops would need a combined total of 4,917 gallons of water per day. The water needs estimate for Benton County was 1,500 gallons per day.

The majority of the soundings indicated that there was no water present. One sounding on Christenson Road indicated water at a depth of 740 feet to 775 feet with a potential yield of 10-25 gallons per minute.

At the time of completion of the study, landowners that had an indication of water either wanted a high price for the land or were not interested in selling.

WSDOT failed to secure funding for the co-location project and the lack of funding for WSDOT effectively ended the co-location option for Benton County Public Works making replacement of the Kennewick Shop a stand-alone project for the county and ER&R. WSDOT eventually built a shop in Pasco.

Public Works Staff determined that to make this project happen in the future, ER&R would have to save funds until money's were available to move forward with the replacement of the Kennewick Shop facility.

In 2005, Thayne Wiser purchased all of Section 11, Township 8 North, Range 28 East lying Westerly of Badger Road and Southerly of I-82 from John Michel and Tom Solbrack. Thayne had developed large portions of property to the south of this section and now wanted to bring commercial development into the area. Discussions with him revealed that he was interested in selling a parcel of land to the County for the expressed purpose of having a county shop constructed.

Because this was undeveloped land, at that time water services were not available and it wasn't known when they would be extended to the property. We had Vista do soundings in the area and found that water sufficient for our needs was available.

Based upon the availability of water and the landowner's expressed desire to sell us a parcel of land at a reasonable price, we brought a request to purchase the property to the Board and on March 16, 2006. We were subsequently authorized to purchase the property.

Since that time, water services have been extended to the property eliminating the need to drill a well and build a fire suppression storage tank. Power and telephone services are also available at the property.

On March 26, 2012, I spoke with Curtis Wiser about the land and the proposed development. Immediately to the West of our parcel is an existing small business that has expanded. The lot to the North of that business and adjacent our West line has been sold to someone who plans to put in a vehicle repair shop. Immediately to our East is an 82,550 square foot bonded wine warehouse. The owner of that lot is planning on constructing a second facility on the lot to the East of his current facility. This facility has 8 to 15 semi-trucks entering and leaving the grounds daily. The lot to the East of this lot has been purchase and the landowner is planning on constructing a refrigerated warehouse. The lot on the Southwest corner of the intersection of Wiser Parkway and Wiser Loop has been purchased and is the site of a Pacific Pride card lock gas station. Directly across the road from our property is the site of an RV park. That park is currently under construction and will be capable of hosting 182 RV units. To the South of that lot is a 49 acre parcel that, due to density requirements, cannot be further subdivided until it is annexed into a city.

I spoke with a manager of the bonded warehouse regarding traffic and pedestrians. She stated that in all the years the warehouse has been on the site, they have never seen school age children walking along the road. She also stated that the parents drop their kids off at the school and either go back into the subdivisions or go on out to Badger Road. There have not been any conflicts between the semis and school traffic.

All of the lots along Wiser Parkway from Badger Road to the West leg of Wiser Loop are zoned interchange commercial. From the West leg of Wiser Loop to Cottonwood Drive the lots, including ours, are zoned light industrial. The distance from our nearest property line to the nearest property line of residential land to the West is 340 feet. To the South it is 1,325 feet to the nearest residential property line.

CURRENT FACILITY:

The current Maintenance Shop Facility for the East end of Benton County is located at 1709 S. Ely inside the Kennewick city limits on at 4.5-acre tri-angular shaped lot. Ely Street is high traffic carrying commuters north and south from West 10th avenue to West 27th Avenue.

The open areas of the site are shared for vehicle/equipment storage between ER&R, Roads, Sheriff Patrol division and the Jail division.

The main building was constructed in 1961 and consists of two small offices, restroom, small parts room, three shop bays, small locker room and furnace room. The present sign shop was added to the office area in 1981 and served as the Building Department Office area for many years. The main vehicle shop building had three more maintenance shop bays added at the same time in 1981 bringing the shop bay total to six.

SITE CONTENTS:

- a. Shop/office/sign shop (one building).
- b. Truck barn (10 parking stalls, which two are occupied by road department signs/equipment and one more that is walled in and used for secured herbicide and outside tire storage).
- c. Three box cars for storage (one Sign Shop, one Roads/ER&R, one for Sheriff department).
- d. Employee vehicle parking area.
- e. Fuel Island for two Diesel Fuel Pumps and above ground Five Thousand gallon storage tank.
- f. Heated 10,000 gallon MC 800 liquid asphalt tank.
- g. Salted sanding material pile (approx. 500 cubic yards)
- h. Pile of top course maintenance rock (approx. 200 cubic yards)
- i. 10,000 gallon liquid de-icer tank, with several smaller 200 gallon tote tanks.
- j. Snow plows/sanding units and misc. equipment.
- k. Culvert pipe (assorted sizes)
- l. Guard rail and post storage.
- m. Crew Room

OVERVIEW OF CURRENT SITE DEFICIENCIES:

1. The existing site is too small for usage by numerous departments that have vehicles and equipment to store.
2. The building is in need of substantial repair due to age and normal use issues.

3. The building is on a septic tank/drainfield and is not hooked to the City sewer system.
4. The building electrical system was modified both times additions were added to the building by using sub-panels. Most of the current electrical panels are outdated and are difficult for electricians to find parts for when breakers fail or there is an electrical issue.
5. The building heating/air conditioning is still the same as installed when the original building was constructed. Shop bays have swamp coolers that are as old as the building itself with the office area having one wall mounted refrigerated unit that is shared through the use of a wall mounted fan.
6. The building has all utilities running overhead in pipes or conduit.
7. The entire building has a flat roof that has been temporarily repaired many times over the sign shop and office area. A dozen years ago staff thought that the work needed to upgrade to a pitch roof with trusses was too expensive when compared to the net condition and worth of the building.
8. The building water system was partially replaced in late 2008 due to underground pipe breakage, which also resulted in the slab floor settling in some areas. The same incident produced cracks in the exterior walls of the block building from the sub-grade settling due to the building being constructed of a slab type design.
9. The building, fence and parking areas do not meet current City of Kennewick codes for commercial site cosmetic appearance.
10. The truck parking building electrical does not meet minimum needs in that we cannot operate standard night time lighting and plug in block heaters without breakers cycling off due to overload.
11. Minimum storage required for current facility operations is not available nor does room exist for any expansion without redesign or reconstruction of buildings on the site that exists today.

NEW BUILDING SITE

In 2008 Public Works proposed building a new shop near the Badger Road interchange. ER&R purchased a 10-acre site from Thayne Wiser, located South of I-82, Southwest of the Badger Road exit, North of Wiser Parkway and East of Cottonwood Drive. In early 2011, the developer completed the construction of Wiser Parkway, including the installation of water, power and telephone. Benton County paid a share of the cost of the road. Water, power and telephone are all readily available to the site if and when a shop is built. This site will be referred to as the Wiser site through the remainder of this report.

During the summer of 2011, we experienced leaks in the roof and it became apparent that the need for a new facility was imminent. During the winter of 2011, we lost heating within the building. Finding someone to repair the aging system was difficult as there are very few heating repair contractors that still work on our old system. We are finding that given the age of the building and infrastructure not meeting current codes, that repairs are becoming more expensive as the building continues to age.

BUILDING SITE REVIEWS

The following is a narrative to the Wiser site and alternatives to the Wiser site with pros and cons for each and a final recommendation from Public Works.

Utilize the Ely Street Site: Existing shop would need to be demolished and new shop and assorted support buildings constructed.

Pros:

1. County owned property, owned by ER &R (4.23 acres).
2. Existing similar business in vicinity zoned Commercial.
3. Easy access to South Benton County.
4. Utilities are readily available.
5. Area residents are used to associated noises and activities.
6. Most workers live within Tri-Cities.
7. 1709 S Ely site may be attractive to a small contractor or municipality making its resale possible if another location is chosen.

Cons:

1. City of Kennewick will require landscaping, i.e. bushes & irrigation water system, sight obscuring fences, etc., all added costs.
2. Continued cost of maintaining landscaping over time.
3. City of Kennewick may require County to sign statement waiving right to oppose the formation of an LID, if proposed for the reconstruction of Ely Street.
4. To maintain status quo, the site is too small to construct a new building with proper operational dimensions, additional truck barns, storage facilities for guardrail, culvert pipe and still be able to stockpile winter sanding materials including de-icer tank & assorted equipment.
5. Irregular shaped triangular piece of property.
6. Connection to City Sanitary Sewer, site operates on Septic Tank currently.
7. Removal of existing Septic System below grade.
8. Electrical upgrades to existing Truck Barns and associated pedestals to plug in block heaters for large equipment.
9. Currently not enough power to the site to run without tripping breakers.
10. Vehicles have to be parked in front of each other due to the lack of room from storing Sheriff vehicles

Close the Kennewick shop and use the Prosser shop.

Pros:

1. All road crew members and mechanics would be in one location.
2. With only one shop, there would be reduced overhead costs in maintenance of the facilities.
3. Could possibly reduce number of personnel.
4. Wiser property and Kennewick shop could be sold to help finance new shop

Cons:

1. One half of the road crew and mechanics live in the Kennewick area. Their travel time and expense in reporting to work would increase.
2. Increased response time for service in the East end of the County.
3. With requirement for payment of emergency call out beginning at the time of the call, County expenses for call out would increase.

Close the Prosser shop and build in the Benton City area near the interchange

Pros:

1. All road crew members and mechanics would be in one location.
2. With only one shop, there would be reduced overhead costs in maintenance of the facilities.
3. Could possibly reduce number of personnel through attrition and possible savings in reduced need for duplicate equipment.
4. Reduced overhead with only one shop to maintain
5. Easy access in all four directions.
6. Shop would be more centered in County Service Area.
7. Ely Street site, Wisser property and Prosser Shop could be sold with funding used toward construction of new facility.
8. Consolidation of the ER&R staff would aid in working around busy schedule periods and scheduling of annual leave.
9. Consolidation of ER&R staff may also allow for more training and again, the ability to cover for employees receiving such training

Cons:

1. Increased response time for service to all areas of County except for Benton City area.
2. With requirement for payment of emergency call out beginning at the time of the call, County expenses for call out would increase.
3. Crew's personal travel time and expense would increase.
4. There is no power, telephone or internet access currently available in the location selected. This would all need to be brought in at County expense.
5. A well would need to be drilled.
6. A fire suppression storage tank, similar to the one in Prosser would need to be constructed.
7. DNR, the only landowner with enough available property did not want to sell a piece of land near the Benton City interchange. They offered to sell property near the proposed Red Mountain interchange.
8. With current state of economy, the sale of Prosser shop may take a considerable amount of time.
9. The Prosser shop has climate controlled storage area for records. As long as we own the shop, we can continue to store records here. If the shop is sold, we would need to construct a new record storage facility. If that is the plan, this should be incorporated into the new design.
10. We have a contract with BFT for rental and vehicle storage and we do repair work for them. The contract would need to be broken and all repair work being done for them may go away. BFT is the lone account that pays a flat rate amount per labor hour spent repairing and maintaining their buses. The amount paid by BFT pays for the mechanics labor/benefits and a substantial amount toward operational overhead for ER&R at the Prosser Shop facility.

11. We have leased a portion of the site to the Mosquito District for vehicle storage. We would need to ensure that they still have access to the building they recently constructed
12. We have signed an equipment maintenance agreement with Fire District 3, Prosser, and are working on completing an agreement with Fire District 6, Paterson. Closing the Prosser site would in all likelihood invalidate the agreements.
13. Response time in the event of emergencies would be slower due to the location of the shop in relation to the road crew's homes.
14. We would be further away from the vendors we use for parts requiring longer drives to pick up the parts. Some difficulties may arise during the winter months having parts delivered outside the Tri-City area.
15. Public perception that the County built a facility only to abandon it within a few years. Looks like a lack of good planning.

Quinault Site: In Short Plat 2508, South of Juvenile Justice Center, across Canal Drive (Assuming a new full service shop as currently at Ely Street

Pros:

1. County owned property (2.79 acres).
2. Utilities readily available.
3. All streets have been reconstructed to today's standards.
4. Closer to Justice Center.
5. Response time to Badger Canyon/Horse Heaven area may be reduced.
6. Most workers live within the TriCities.

Cons:

1. Land not owned by ER&R. Would need to be purchased from Commissioners adding to cost.
2. Busy city streets (Canal Drive) will be problem for larger vehicle entering and leaving site at beginning and end of shift.
3. Residential area to West and Crisis Centers to South will be impacted by noise of large equipment starting up early in the morning.
4. Irregular "L" shaped parcel.
5. To maintain status quo, the site is too small to construct a new building and storage facilities and to be able to stockpile winter sanding materials.
6. Continued cost of maintaining landscaping.
7. Drive time to South Benton County increased considerably because of City streets.

Quinault Site: Assuming shop to service small vehicles only and large vehicle storage at the Ely Street site. I am also assuming that the road crew, superintendent and sign crew would have their rooms at the same location as their equipment rather than constructing their rooms at the small vehicle service site, a mile or more away from their equipment and having to pay drive time every day to and from the Ely site to this site.

This also assumes that all large vehicle repairs would take place in Prosser.

Pros:

1. County owned property (2.79 acres).
2. Utilities readily available.
3. All streets at Quinault site have been reconstructed to today's standards.
4. Closer to Justice Center.
5. Winter sanding materials could be stored at Ely Street site.
6. Most workers live within TriCities.

Cons:

1. Land not owned by ER&R. Would need to be purchased from Commissioners adding to cost.
2. Existing shop would need to be demolished.
3. New crew room, sign shop and area superintendent office would need to be constructed.
4. On site storage facilities would need to be constructed.
5. Large equipment will need to be transported to Prosser for maintenance or repair work. This may not prove to be cost effective as we will lose at least two people to transport equipment to and from Prosser. Minimum transport time to and from the Kennewick area would be one half day.
6. City of Kennewick will require landscaping, i.e. bushes, sight obscuring fences, etc., all added costs.
7. City of Kennewick may require County to sign statement waiving right to oppose the formation of an LID, if proposed for the reconstruction of Ely Street.
8. Landscaping at two locations to maintain.
9. Now have three sites to maintain.

Justice Center Site: Assuming a new full service shop as currently at Ely Street

Pros:

1. County owned property.
2. Utilities readily available.
3. All streets have been reconstructed to today's standards.
4. Closer to Justice Center
5. Response time to Badger Canyon/Horse Heaven area may be reduced.
6. Most workers live within TriCities.

Cons:

1. Land not owned by ER&R. Would need to be purchased from Commissioners adding to cost.
2. Extremely busy location with people coming and going to Justice Center. Could be a major conflict with large trucks entering and leaving property.
3. Busy city streets (Canal Drive) will be problem for larger vehicle entering and leaving site at beginning and end of shift.
4. To maintain status quo, the site is too small to construct a new building and storage facilities and to be able to stockpile winter sanding materials.
5. Continued cost of maintaining landscaping.
6. Drive time to South Benton County increased considerably because of City streets.

7. Facility Security may be an issue due to proximity to Justice Center and being on back street location with added camera surveillance at a minimum.

Justice Center Site: Assuming shop to service small vehicles only and large vehicle storage at the Ely Street site. I am also assuming that the road crew, superintendent and sign crew would have their rooms at the same location as their equipment rather than constructing their rooms at the small vehicle service site, a mile or more away from their equipment and having to pay drive time every day to and from the Ely site to this site.

This also assumes that all large vehicle repairs would take place in Prosser.

Pros:

1. County owned property.
2. Utilities readily available.
3. All streets at Justice Center site have been reconstructed to today's standards.
4. Closer to Justice Center.
5. Winter sanding materials could be stored at Ely Street site.
6. Most workers live within the TriCities.

Cons:

1. Land not owned by ER&R. Would need to be purchased from Commissioners adding to cost.
2. Existing shop would need to be demolished.
3. New crew room, sign shop and area superintendent office would need to be constructed.
4. On site storage facilities would need to be constructed.
5. Large equipment will need to be transported to Prosser for maintenance or repair work. This may not prove to be cost effective as we will lose at least two people to transport equipment to and from Prosser. Minimum transport time to and from the Kennewick area would be one half day.
6. City of Kennewick will require landscaping, i.e. bushes, sight obscuring fences, etc., all added costs.
7. City of Kennewick may require County to sign statement waiving right to oppose the formation of an LID, if proposed for the reconstruction of Ely Street.
8. Landscaping at two locations to maintain.
9. Facility Security may be an issue due to proximity to Justice Center and being on back street location with added camera surveillance at a minimum.
10. Now have three sites to maintain.

Construct a new shop at the Wisser site.

Pros:

1. Land owned by ER&R (10 acres). We would not need to buy property.
2. Water, power and telephone are readily available, reducing the cost of utility installation
3. Because a privately owned water system, which meets fire flow requirements, would be servicing the property we would not need to build a fire suppression storage tank.
4. Quick access to all of East Benton County via I-82, Clodfelter and Badger Roads.
5. Site is large enough for a full shop facility, storage facility and eventual stockpile site for winter materials.
6. No permanent homes nearby to be bothered by early morning or late night operations.
7. Property is zoned industrial.
8. Ely street site could be sold with moneys collected used toward construction costs of new facility.

Cons:

1. Slightly longer drive to and from work for some employees than current site.
2. Possible occasional delays by railroad crossing.
3. We would continue to maintain two shops.

Assuming this was to be a site to service small vehicles only, the only additional negative would be that we would need to transport the large vehicles to Prosser for repair or maintenance. This may not prove to be cost effective as we will lose at least two people to transport equipment to and from Prosser. Minimum transport time to and from the Kennewick area would be one half day.

RECOMMENDATION

After taking all of the pros and cons of each site under consideration, it is our recommendation that a new full service shop be constructed on the Wisser property. The site is zoned industrial and is large enough (10 acres) to accommodate current needs and future expansion. All utilities (domestic water, telephone and power) are readily available. There is no sewer available so a septic system would need to be constructed.

We would recommend that the new shop be similar to the Prosser shop although on a smaller scale. One item that will be needed for a new shop that was not needed for the Prosser shop is a new sign shop.

The next series of pages shows the properties surrounding the proposed site and the location of development that either has or is proposed to take place