

Leo Bowman
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 area

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, July 10, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ June 26, 2012

Review Agenda

Consent Agenda

Auditor

a. Interlocal Agreement w/City of Kennewick for Ballot Drop Box at City Hall

Central Services

b. Agreement w/MunicipalCMS LLC for Website Hosting

c. Purchase Authorization from Efficiency, Inc. for Courtroom Audio Mixers

Commissioners

d. Letter to R.W. Cox

e. Payment Authorization to Design West Architects for Feasibility Study at Clerk's Lobby

Facilities

f. Contract Award to ABM Janitorial, South Central, Inc. for Janitorial Services

Fairgrounds

g. Contract w/Banlin Construction for Damaged Rooftops Repair

h. Authorization for Bid Solicitation for John Deere Compact Excavator

i. Authorization for Architectural & Engineering Services for Kitchen Improvements

Human Services

j. Agreement w/Benton Franklin Community Action Committee

k. Benton Franklin Housing Continuum of Care (BFHCC) By-Laws

l. Agreement w/The Salvation Army

Juvenile

m. Line Item Transfer, Fund 0115-101, Dept. 173 to 174

Parks

n. Appointment of R Nordness to the Benton County Park Board

Personnel

o. Service Contract w/GovernmentJobs.com, Inc., dba NeoGov, for Online Application System

p. Contract w/The American Red Cross for Employee Life Safety Training

Public Works

- q. Authorization to Proceed w/Construction of Piert Road Extension
- r. Contract w/Inland Asphalt Company for Piert Road Extension
- s. Revision of 2012 Annual Road Program
- t. Authorization of the Mountain Ridge Court Drywell Installation

Sustainable Development

- u. Service Agreement w/Tri City Development Council

Workforce Development Council

- v. Appointment of M Anderson to the Benton-Franklin Workforce Development Council
- w. Appointment of M Black to the Benton-Franklin Workforce Development Council
- x. Appointment of J Hogue to the Benton-Franklin Workforce Development Council
- y. Appointment of E Jackson to the Benton-Franklin Workforce Development Council
- z. Appointment of P Ochoa to the Benton-Franklin Workforce Development Council
- aa. Appointment of M Olson to the Benton-Franklin Workforce Development Council
- bb. Appointment of R Wuthrich to the Benton-Franklin Workforce Development Council

Public Hearing:

- County Road Improvement District (C.R.I.D.) #22, Willamette Heights – S Schuetze

Scheduled Business:

- Benton Conservation District Assessment Discussion – A Fyall

- Shoreline Update Public Participation Plan – M Shuttleworth

Unscheduled Visitors

Board Assignment Update

Executive Session:

Labor Issues - Steve Hallstrom

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, June 26, 2012, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Shon Small
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Absent: Commissioner Leo Bowman (Excused - in Olympia attending hearing on McWhorter Ranch Sale)

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Human Services Manager Ed Thornbrugh; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; County Engineer Malcolm Bowie; DPA Ryan Brown; Sheriff Steve Keane; Undersheriff Jerry Hatcher; Clerk Josie Delvin; Jacki Lahtinen, District Court; Rosie Sparks, Auditor's Office; Central Services Manager Randy Reid; Erhiza Rivera, Deputy Treasurer.

Approval of Minutes

The Minutes of June 19, 2012 were approved.

Consent Agenda

MOTION: Commissioner Small moved to approve the consent agenda items "a" through "jj". Chairman Beaver seconded, requesting to add item "kk" (adding Amendment to the Washington State Dept. of Corrections Agreement K7926 for Jail Bed Space at the Benton County Jail).

Upon vote, the Board approved the following:

Auditor

- a. Financial Statement Letter to WA State Auditor's Office

Central Services

- b. Equipment Purchase from Techdepot for Expansion of the Wireless Overlay

Clerk

- c. Lease Agreement w/Pacific Office Automation for Three Canon Copiers

Commissioners

- d. Appreciation Letter Tri-City Horse Racing
- e. Appointment to the 2012 Primary Canvassing Board

Facilities

- f. Contract w/Perfection Glass, Inc. for As Needed Glass Repair & Replacement

Human Services

- g. Authorization to Sign Amendments to the Developmental Disabilities Employment Contracts
- h. Agreement w/Domestic Violence Services of Benton & Franklin Counties

Juvenile

- i. Contract Amendment w/Aramark Correctional Services, LLC for Food Services
- j. Superior Court Indigent Defense Contract Amendment w/D Campbell
- k. Superior Court Indigent Defense Contract Amendment w/M Poland
- l. Contract w/Ernie Chapin for Conducting Youth Classes, Clinics & Workshops
- m. Contract w/Pasco School District to Provide Probation Counselor at Chiawana High
- n. Contract w/Pasco School District to Provide Probation Counselor at Pasco High
- o. Contract w/The Personal Touch Cleaning, Inc. for Janitorial Services
- p. Contract Termination w/Tri-Cities Maintenance and Janitorial II
- q. Contract w/Community Health Clinics, Inc for First Time Sex Offender Treatment Services

OPD

- r. Compensating Attorney P Younesi for Two Superior Court Preliminary Appearances

Parks

- s. Contract w/Irrigation Specialist for As Needed Repairs and/or Installation Services
- t. Agreement and Easement w/City of Richland at the Badger Mountain Centennial Preserve for Water Lines

Personnel

- u. July Employee of the Month
- v. Line Item Transfer, Fund No. 0504-101, Dept. 000
- w. Contract Amendment w/J & J Security and Transport, Inc. for Security Services
- x. Authorization for Risk Manager to Settle Claim CC2011-21

Public Works

- y. Contract Extension w/Wondrack Distributing, Inc. for Gasoline & Diesel Fuel
- z. Public Hearing Authorization for Clipper Windpower Development Company LLC Franchise Application
- aa. Public Hearing Authorization for Level 3 Communications LLC Franchise Application
- bb. Authorization to Schedule Bid Date for Pavement Marking 2012

Sheriff

- cc. Salary Request Statement
- dd. Agreement w/WA State Patrol to Participate in the Marijuana Eradication Program
- ee. Line Item Transfer, Fund No. 0000-101, Dept. 119
- ff. Line Item Transfer, Fund No. 0000-101, Dept. 120
- gg. Line Item Transfer, Fund No. 0000-101, Dept. 121
- hh. Line Item Transfer, Fund No. 0000-101, Dept. 125
- ii. Line Item Transfer, Fund No. 0000-101, Dept. 119 to 120
- jj. Line Item Transfer, Fund No. 0000-101, Dept. 119 to 121
- kk. Amendment to the Washington State Dept. of Corrections Agreement K7926 for Jail Bed Space at the Benton County Jail

Agreement – Washington Association of Sheriffs & Police Chiefs to Participate in Registered Sex Offender Address & Residency Program

Sheriff Steve Keane and Undersheriff Jerry Hatcher said the Benton County Sheriff’s Office was awarded a grant in the amount of \$133,053.35 for FY 2013 to be used toward funding of one full-time detective and part-time clerical and other costs associated with the Registered Sex Offender Address and Residency Verification Program. Undersheriff Hatcher said it was an ongoing grant that was fully-funded and administered by the Association of Sheriffs and Police Chiefs. He said they would be administering half of the grant this year (the State’s cycle runs June through July) and they would be ask for a supplement at a later time if they cannot find the funds for full funding through the end of this budget cycle.

MOTION: Commissioner Small moved to approve the Agreement Between Benton County and Washington Association of Sheriffs and Police Chiefs Allowing Benton County Sheriff’s Office to Participate in the FY 2013 Registered Sex Offender Address and Residency Program. Chairman Beaver seconded and upon vote, the motion carried unanimously.

David Sparks indicated they would move forward with the supplement along with the one that was approved last week

Unscheduled Visitors

Cecil Kendall, West Richland, said he lived in the donut area in unincorporated Benton County (Willamette Heights). He said a public hearing on the improvement district was coming up and he had requested more information on the basis for the proposed cost, however, was told by Steve Becken he could not be provided the details because it was proprietary information.

Chairman Beaver said the Board would review the matter and get back to Mr. Kendall with an answer.

Commissioner Assignment Update

Commissioner Small said he attended the Health Alliance meeting in Seattle and it was their goal to form an additional board in conjunction with WSAC for representation of health issues. Additionally, he said he attended the Hogs & Dogs event in West Richland.

Chairman Beaver reported on his attendance at the Leadership Tri-Cities panel and also the Hogs & Dogs event.

Resolutions

- 2012-335: Equipment Purchase from Techdepot for Expansion of the Wireless Overlay
- 2012-336: Lease Agreement w/Pacific Office Automation for Three Canon Copiers
- 2012-337: Contract w/Perfection Glass, Inc. for As Needed Glass Repair & Replacement
- 2012-338: Authorization to Sign Amendments to the Developmental Disabilities Employment Contracts

- 2012-339: Agreement w/Domestic Violence Services of Benton & Franklin Counties
- 2012-340: Contract Amendment w/Aramark Correctional Services, LLC for Food Services
- 2012-341: Superior Court Indigent Defense Contract Amendment w/D Campbell
- 2012-342: Superior Court Indigent Defense Contract Amendment w/M Poland
- 2012-343: Contract w/Ernie Chapin for Conducting Youth Classes, Clinics & Workshops
- 2012-344: Contract w/Pasco School District to Provide Probation Counselor at Chiawana High
- 2012-345: Contract w/Pasco School District to Provide Probation Counselor at Pasco High
- 2012-346: Contract w/The Personal Touch Cleaning, Inc. for Janitorial Services
- 2012-347: Contract Termination w/Tri-Cities Maintenance and Janitorial II
- 2012-348: Contract w/Community Health Clinics, Inc for First Time Sex Offender Treatment Services
- 2012-349: Compensating Attorney P Younesi for Two Superior Court Preliminary Appearances
- 2012-350: Contract w/Irrigation Specialist for As Needed Repairs and/or Installation Services
- 2012-351: Agreement and Easement w/City of Richland at the Badger Mountain Centennial Preserve for Water Lines
- 2012-352: Line Item Transfer, Fund No. 0504-101, Dept. 000
- 2012-353: Contract Amendment w/J & J Security and Transport, Inc. for Security Services
- 2012-354: Authorization for Risk Manager to Settle Claim CC2011-21
- 2012-355: Contract Extension w/Wondrack Distributing, Inc. for Gasoline & Diesel Fuel
- 2012-356: Public Hearing Authorization for Clipper Windpower Development Company LLC Franchise Application
- 2012-357: Public Hearing Authorization for Level 3 Communications LLC Franchise Application
- 2012-358: Authorization to Schedule Bid Date for Pavement Marking 2012
- 2012-359: Agreement w/WA State Patrol to Participate in the Marijuana Eradication Program
- 2012-360: Line Item Transfer, Fund No. 0000-101, Dept. 119
- 2012-361: Line Item Transfer, Fund No. 0000-101, Dept. 120
- 2012-362: Line Item Transfer, Fund No. 0000-101, Dept. 121
- 2012-363: Line Item Transfer, Fund No. 0000-101, Dept. 125
- 2012-364: Line Item Transfer, Fund No. 0000-101, Dept. 119 to 120
- 2012-365: Line Item Transfer, Fund No. 0000-101, Dept. 119 to 121
- 2012-366: Amendment to the Washington State Dept. of Corrections Agreement K7926 for Jail Bed Space at the Benton County Jail
- 2012-367: Agreement Between Washington Association of Sheriffs and Police Chiefs and Benton County to Participate in the FY 2013 Registered Sex Offender Address and Residency Program

There being no further business before the Board, the meeting adjourned at approximately 9:08 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: _____	Execute Contract _____	Consent Agenda <u> x </u>
Subject: City of Kennewick Ballot Drop Box	Pass Resolution <u> x </u>	Public Hearing _____
Prepared by: Stuart Holmes	Pass Ordinance _____	1st Discussion _____
Reviewed by: Brenda Chilton	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Over the past few years, voters in the City of Kennewick made it clear that they would like to have another drop box in the east side of their city. The Benton County Disability Advisory Committee recommended a ballot drop box be installed at City Hall/Library.

The Benton County Auditor's Office received a HAVA Grant to install a drop box in the City of Kennewick.

The Auditor and the City of Kennewick have agreed upon a location at City Hall, 210 W 6th St, Kennewick, WA 99336, to install the ballot drop box.

The City of Kennewick will install and the Auditor's Office will maintain the box after installation.

SUMMARY

Voters in the City of Kennewick requested that the Auditor install a drop box on the east side of their city. In 2012, HAVA grant money was made available to install ballot drop boxes. The City of Kennewick and Benton County Auditor's Office met and agreed upon a good location to install a ballot drop box.

RECOMMENDATION

Pass resolution and sign Interlocal Agreement installing a drop box located at the City Hall in the City of Kennewick

FISCAL IMPACT

Drop Box = \$0 – (relocating drop box from Justice Center)
 Drop box shipping = \$0
 Drop box posts = \$0
 Drop box signage = \$176*
 *All covered by HAVA Grant

MOTION

Consent Agenda



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF KENNEWICK AND BENTON COUNTY, WASHINGTON FOR A BALLOT DROP BOX AT CITY HALL

WHEREAS, the Benton County Auditor received a Help America Vote Act (HAVA) grant to install a ballot drop box in the City of Kennewick; and

WHEREAS, the City of Kennewick, Benton County Disability Advisory Committee and the Benton County Auditor have agreed that the appropriate location to install a ballot drop box is at the City Hall, 210 W 6th Ave, Kennewick, WA 99336; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the City of Kennewick and Benton County Auditor recommendation to install a drop box at the City Hall in Kennewick; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Interlocal Cooperative Agreement; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on full execution thereof and expires on December 31, 2030.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

INTERLOCAL COOPERATIVE AGREEMENT
between
THE CITY OF KENNEWICK AND BENTON COUNTY, WASHINGTON,
for a
BALLOT DROP BOX AT CITY HALL

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this 5th day of June, 2012 between the City of Kennewick, Washington, a Washington Municipal Corporation, hereinafter "CITY" and Benton County, Washington, a Washington Municipal Corporation, hereinafter "COUNTY," hereinafter jointly referred to as the "Jurisdictions".

WHEREAS, the Jurisdictions are, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions; and,

WHEREAS, the Jurisdictions have determined that constructing a ballot drop box at City Hall is in the best interest of the Jurisdictions and the public; and,

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Jurisdictions agree as follows:

Section 1. Purpose. The purpose of this Agreement is to establish the respective roles of the Jurisdictions in the construction, financing and maintenance of a ballot drop box at 210 W 6th Ave, a building owned by CITY. This ballot drop box shall be hereinafter referred to as the "PROJECT."

Section 2. Designated Contacts. The designated contacts for the purposes of administration of this agreement shall be:

CITY: City Clerk
 210 W 6th Ave
 Kennewick, Washington 99336
 509-585-4273

COUNTY: Stuart Holmes
 Benton County Election Supervisor
 620 Market St
 Prosser WA 99350
 509-786-5618 / stuart.holmes@co.benton.wa.us

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	10-July-2012	Execute Contract	<u> x </u>
Subject:	Agreement with MunicipalCMS for web hosting	Pass Resolution	<u> x </u>
		Pass Ordinance	<u> </u>
Prepared By:	J. Randall Reid	Pass Motion	<u> </u>
Reviewed By:	Loretta Smith Kelty	Other	<u> </u>
		Consent Agenda	<u> x </u>
		Public Hearing	<u> </u>
		1 st Discussion	<u> </u>
		2 nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND INFORMATION

In 2008, an RFP was published for the design, content management, and hosting of the Benton County website. MunicipalCMS (formerly Tower Innovations) was selected as the vendor for the project and a contract was approved by Resolution 08-918. That contract expired 31-December-2011. MunicipalCMS has proven to be a cost effective and productive provider of the service over the last three years. The content management system continues to be enhanced and the site was successfully moved to a more robust server environment. There is no reason not to continue the partnership for the web hosting services. The attached agreement puts the relationship with the county on a year to year basis with automatic renewals. It also continues to be an positive example of the growing trend toward software-as-a-service (SaaS) where vendors provide infrastructure and systems which are delivered through the customer's connection to the internet.

SUMMARY

The attached resolution authorizes the Chairman of the Board of Commissioners to sign a new "Website Hosting Agreement" with MunicipalCMS LLC.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

None. The cost of the web hosting service in already built into the Central Services budget for 2011-12. It will also be in future budgets as an infrastructure expense included in the charge back.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AN AGREEMENT WITH MUNICIPALCMS LLC FOR HOSTING THE COUNTY WEBSITE.

WHEREAS, Resolution 08-918 approved an agreement between Benton County and MunicipalCMS (formerly Tower Innovations) for developing and hosting the county website; and

WHEREAS, the original agreement expired 31-December-2011, and the hosting service will expire 15-November-2012; and

WHEREAS, the service has proven to be a cost effective and productive platform for the county website; NOW THEREFORE

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Board hereby approves the "Website Hosting Agreement" with MunicipalCMS LLC of Smithville, MO, for use of content management software and hosting services in an amount not to exceed \$3,600 for up to 15 Gigabytes of storage plus \$1,000 for each additional 5 Gigabytes of storage per year; and

BE IT FURTHER RESOLVED, that the agreement commences 15-November-2012 and shall expire 15-November-2013; however, in the event that neither party terminates the agreement prior to the end of the initial or any subsequent term, the agreement will automatically be renewed for an additional term of 12 months; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners is authorized the sign the "Website Hosting Agreement" with MunicipalCMS LLC of Smithville, MO (Exhibit "A").

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Auditor, PA

R REID

Exhibit "A"



MunicipalCMS

Click and go!

Website Hosting Agreement

Client Name: Benton County, Washington
Contact Name: Randy Reid
Contact Title: Central Services Manager
Address: PO Box 608
Phone: 509-786-5603
Email: randy.reid@co.benton.wa.us OR central.services@co.benton.wa.us
Client Domain: co.benton.wa.us

The above-named client (referred to herein as "client") has engaged MunicipalCMS LLC, a limited liability company in the state of Missouri, as an independent contractor for the specific purpose of hosting an internet site.

1. SERVICES RENDERED. MunicipalCMS LLC agrees to perform website hosting services with access to the municipal content management system. All services are to be performed by MunicipalCMS LLC and/or its contractors in accordance with the most commonly accepted standards and practices of the web services industry.

2. COST. The client and MunicipalCMS LLC agree that the hosting services described in this contract shall be billed and paid at rate not to exceed \$3,600 per year for up to 15GB of data storage. Additional data storage shall be billed separately and additionally at a rate of \$1,000 per year per 5GB.

3. PAYMENT. Payment for 12 months of website hosting is due in full each year on or before the 15th of November.

4. LICENSE AGREEMENT. This Agreement is not a sale of the Municipal Content Management System and its associated applications and modules (the Proprietary System). MunicipalCMS LLC agrees to provide the client with a revocable, non-transferable and non-exclusive account to access the Municipal Content Management System; and grants the client a revocable, non-sub licensable, non-transferable and non-exclusive right to use the Municipal Content Management System during the period of this agreement. The Municipal Content Management System is proprietary to MunicipalCMS LLC, and protected by intellectual property laws and international intellectual property treaties. Client shall not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make the Proprietary System available in any way to any person other than Client's employees; modify or make derivative works based upon the Proprietary System; create Internet links to the Proprietary System or mirror any functionality on any other server or wireless or Internet-based device; or reverse engineer or access the Proprietary System in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Proprietary System, or (c) copy any ideas, features, functions or graphics of the Proprietary System. The client's access to, and use of the Municipal Content Management System is licensed and not sold. Cancellation of client's annual contract with MunicipalCMS LLC will also result in the immediate termination of the client's Municipal Content Management System license as described above.

5. WARRANTIES AND LIABILITY. MunicipalCMS LLC does not warrant that the functions of the web site will meet the client's expectations of site traffic or resulting business. In no event will MunicipalCMS LLC or its subcontractors be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages, even if MunicipalCMS LLC has been advised of the possibility of such damages.

6. TRADEMARKS & COPYRIGHTS. The client represents to MunicipalCMS LLC and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to MunicipalCMS LLC for inclusion in web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend MunicipalCMS LLC, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising from the use of such elements furnished by the client.



7. LAWS AFFECTING ELECTRONIC COMMERCE. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend MunicipalCMS LLC and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

8. LITIGATION. Any disputes arising from this contract will be litigated in Benton County, Washington. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

9. TERMINATION OF AGREEMENT. If the client halts work and applies by registered letter to MunicipalCMS LLC, 19570 County Line Road, Smithville, MO 64089, to cancel this agreement, any unused hosting fees will not be refunded. Either party may terminate the annual agreement at the end of the contract term by providing the other party with 60 days prior notice. In the event of the agreement being terminated, MunicipalCMS LLC agrees to provide the client with a copy of the website content at the time of termination in a Microsoft SQL Server format. In the event that neither party gives such notice prior to the end of the initial or any subsequent term, the annual agreement will automatically be renewed for an additional contract term.



MunicipalCMS

Click and go!

Undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business. This Agreement and the accompanying Statement of Work constitute the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below:

Benton County, Washington

620 Market Street

Prosser WA 99350

MunicipalCMS LLC

19570 County Line Road

Smithville MO 64089

Dated this _____ day of _____, 2012

Dated this 19th day of June, 2012

Chairman, Benton County Board of Commissioners

Toni Oestle

Authorized Signature

ATTEST:

Toni Oestle

Printed Name

Clerk of the Board

Dir. Client Services

Title

APPROVED AS TO FORM

[Signature] 06/07/12
Deputy Prosecuting Attorney **Date**

ADDRESS FOR NOTICES:

Benton County Central Services

PO Box 608

Prosser WA 99350

Phone Number: 509-786-5603

ADDRESS FOR NOTICES:

MunicipalCMS

19570 County Line Road

Smithville MO 64089

Phone Number: 877-879-0007

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	10-July-2012	Execute Contract	_____
Subject:	Purchasing Mixers for Courtroom Sound Systems	Pass Resolution	<u> x </u>
Prepared By:	J. Randall Reid	Pass Ordinance	_____
Reviewed By:	Loretta Smith Kelty	Pass Motion	_____
		Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1 st Discussion	_____
		2 nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

One of the projects the Board approved for the Trial Court Improvement Fund (Resolution 11-223) involved upgrading Superior Court FTR units for compatibility with new computers. This will include installing replacement computers and external sound cards that are used with the FTR recording software. The preferred device -- that is already used in the other courtrooms -- is the Antex DMX-8 USB Mixer. The existing internal sound cards will not fit into the new computers. The DMX-8 is an external sound card/mixer that can be used with any computer that has a USB port. These devices are supported by FTR and are available from many FTR resellers, two of which are on the Vendors List.

SUMMARY

Resolution authorizes purchase of four Antex DMX-8 USB Mixers for upgrading the Superior Court FTR units in courtrooms A, B, C, and D.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

Included in budget adjustments authorized by Resolution 2012-206 for purchase by Central Services. Revenue is from the Trial Court Improvement Fund.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING AUDIO MIXERS FROM EFFICIENCY, INC. FOR COURTROOM AUDIO RECORDING INSTALLATIONS.

WHEREAS, Resolution 2012-057 for purchases between \$5,000 and \$25,000 authorizes county departments other than Public Works to purchase or lease without soliciting formal sealed bids by securing written quotes from at least three (3) different vendors, unless the product is such that it is not reasonable to obtain three price quotes; and

WHEREAS, Resolution 11-223 authorized a project to upgrade Superior Court FTR units for compatibility with new computers which requires new sound cards/mixers; and

WHEREAS, only two (2) vendors on the Benton County Vendor List are resellers for the Antex DMX-8 USB Mixers that are supported by the FTR audio recording system; and

WHEREAS, both vendors provided quotes for four (4) of the DMX-8 Mixers of which the lowest was from Efficiency, Inc. of Seattle WA as indicated in the following table (prices shown do not include sales tax):

VENDOR	LOCATION	QUOTE
Efficiency, Inc.	Seattle WA	6,396.00
Jo Bee Company	Spokane WA	7,180.00

; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase four (4) Antex DMX-8 Mixers from Efficiency, Inc., for the amount of \$6,396.00 plus Washington sales tax.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

_____ of Benton County, Washington.

Original: Central Services
Copies: Auditor

R. REID

Leo Bowman
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



July 10, 2012

Mr. R. W. Cox
R. W. Cox Drilling, LLC
PO Box 5324
Benton City, WA 99320

RE: Termination of Blanket Service Agreement between Benton County and R. W. Cox LLC –
Resolution 2012-011

Dear Mr. Cox:

The purpose of this letter is to advise you that Benton County is exercising its right to terminate the above cited blanket service agreement per Section 16.a., Termination.

Section 16.a. states: The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR.

Please be advised that said contract will terminate on July 20, 2012.

Thank you for your attention to this matter.

Sincerely,

Jim Beaver, Chairman
Benton County Board of Commissioners

cc: Commissioners
David Sparks, County Administrator
Loretta Smith Kelty, Deputy County Administrator
Dean Docken, Facilities Manager
Melina Wenner, Personnel/Risk Manager
Ryan Lukson, Civil Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>COMMISSIONERS</u>
Meeting Date: 7/10/2012	Execute Contract _____	Consent Agenda <u> X </u>
Subject: A&E Service for Study	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

As per Resolution 11-651 dated October 18, 2011 the Board of Benton County Commissioners entered into a contract with Design West Architects, PA for any anticipated (A&E) services for Benton County for a contract amount not to exceed \$200,000.

Design West Architects was asked by Benton County to provide a feasibility study for an expansion remodel of the Benton County Clerk's lobby located at the Justice Center and the Benton County District Court Room located at the Benton County Courthouse based on time and material.

Per Resolution 2012-229 dated April 24, 2012 the Board approved the payment in the amount of \$3,673.65 to Design West for services and reimbursements associated with the feasibility study for the Justice Center Clerk's Lobby Remodel; and

Per Resolution 2012- 262 dated May 15, 2012 the Board approved the payment in the amount of \$2,944.79 to Design West for services and reimbursements associated with the feasibility study for the Benton County District Court Remodel.

Benton County did not realize there were still a small amount of services that had not been billed. Benton County received a final bill to close out the services for both feasibility studies in the amount of \$1,417.50.

All future architectural & engineering billings associated with these two projects will be billed against the actual projects and under separate contracts.

RECOMMENDATION

The recommendation is to approve the payment in the amount of \$1,417.50 to Design West Architects for services performed, with said funds being paid out of the Capital Fund 0305101.

MOTION

The Board of Benton County Commissioners hereby authorizes payment in the amount of \$1,417.50 to Design West for services and reimbursements necessary for work performed on the feasibilities studies for both the Justice Center Clerk's Lobby Remodel and the District Court Room Remodel.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AUTHORIZING PAYMENT FOR THE FEASIBILITY STUDY TO DESIGN WEST ARCHITECTS, PA FOR SERVICES PERFORMED ON THE JUSTICE CENTER CLERK'S LOBBY REMODEL LOCATED IN KENNEWICK, WA AND THE BENTON COUNTY DISTRICT COURT ROOM REMODEL LOCATED IN PROSSER, WA

WHEREAS, per Resolution 2012-229 dated April 24, 2012 and Resolution 2012-262 dated May 15, 2012, the Board of County Commissioners approved payment to Design West Architects for architectural and engineering services performed on the feasibility studies for the Justice Center Clerks Lobby Remodel and the Benton County District Court Room Remodel ; and

WHEREAS, services performed were based on time and material in accordance with Design West hourly rates and the terms outlined in the blanket contract per Resolution 11-651; and

WHEREAS, Benton County received a bill for additional services for these two feasibility studies in the amount of \$1,417.50. Facilities Manager has reviewed the billing and recommends payment for said amount to Design West Architects; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes payment in the amount of \$1,417.50 to Design West Architects for services and reimbursements necessary for architectural and engineering services performed on the feasibility study for both the Justice Center Clerk's Lobby remodel and the Benton County District Court Room remodel.

Dated this _____ day of _____, 2012

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,

Attest: _____
Clerk of the board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 7/10/2012	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Award Janitorial Svcs	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

As per Resolution 2012-289 dated June 5, 2012 the Board of Benton County Commissioners approved the Invitation to Bid for the Janitorial Services for the locations of the Benton County Justice Center, Benton County Coroner’s Office, Benton County Health District Building and window washing at the Benton County Courthouse.

The legal ad for the Invitation to Bid was posted in the Tri City Herald on June 6, 2012 and Benton County also solicited all companies on the MRSC Small Work Roster under the Janitorial & Building Maintenance category.

A total of eleven (11) companies requested and received a complete bid packet; however, we only received and opened one (1) sealed bid, which was from ABM Janitorial, South Central, Inc., Kennewick, WA in the amount of \$155,991.84 plus WSST.

RECOMMENDATION

Facilities Manager has reviewed the bid packet and recommends awarding said janitorial services to ABM Janitorial, South Central, Inc., Kennewick, WA for a contract amount \$155,991.84 plus WSST for each year the contract is in place.

FISCAL IMPACT

Said services will be paid from Facilities Fund 0000101-110 with no supplement needed.

MOTION

Move forward with the recommendation awarding said services to ABM Janitorial South Central, Inc., Kennewick, WA for janitorial services for a contract amount not to exceed \$155,991.84 plus WSST and authorize personnel to prepare a contract between Benton County and ABM Janitorial, South Central, Inc. to be placed on the consent agenda at a later date for Chairman’s signature.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF AWARDING JANITORIAL SERVICES AT THE BENTON COUNTY JUSTICE CENTER, BENTON COUNTY CORONER'S OFFICE, BENTON COUNTY HEALTH DISTRICT BUILDING, AND WINDOW WASHING AT THE BENTON COUNTY COURTHOUSE TO ABM JANITORIAL, SOUTH CENTRAL, INC.

WHEREAS, as per Resolution 2012-289 dated June 5, 2012 the Board of Benton County Commissioners approved the Invitation to Bid for the Janitorial Services for the locations of the Benton County Justice Center, Benton County Coroner's Office, Benton County Health District Building and window washing at the Benton County Courthouse; and

WHEREAS, the legal ad for solicitations was posted in the Tri City Herald on June 6, 2012; and

WHEREAS, Benton County also solicited those companies on the MRSC Small Work Roster under the Janitorial & Building Maintenance category; and

WHEREAS, a total of eleven (11) companies requested a received a complete bid packet; and

WHEREAS, sealed bids were received until 3:30 PM on June 26, 2012 at the Benton County Courthouse in the Commissioners Board Room; and

WHEREAS, the following was the only bid received:

1. ABM Janitorial, South Central, Inc., Kennewick, WA – \$155,991.84 plus WSST

WHEREAS, ABM Janitorial, South Central, Inc., Kennewick, WA – Contractors License No. ABMJAS884DM provided all necessary bid documents and after reviewing the bid packet the Facilities Manager recommends entering into a contract with ABM Janitorial, South Central, Inc. in the amount of \$155,991.84 per each year the contract is in place; **NOW, THEREFORE**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby concurs with the recommendation to move forward with the award of janitorial services at the Benton County Justice Center, Benton County Coroner's Office, Benton County Health District and window washing at the Benton County Courthouse to ABM Janitorial, South Central, Inc. for an annual amount of \$155,991.84 plus WSST as the only responsive bidder; and

BE IT FURTHER RESOLVED, the Board hereby authorizes personnel to prepare a contract between Benton County and ABM Janitorial, South Central, Inc. for said contract amount and be placed on the consent agenda at a later date for the Chairman's signature.

Dated this..... day of, 2012

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

PROPOSAL FORM

To: THE BOARD OF BENTON COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

The undersigned hereby certifies that ABM Janitorial, South Central Inc.
has carefully read all proposal documents, including the Request for Proposals, and
Specifications, and thoroughly understands the same and hereby submits the following
proposals for the provision of such services.

Please submit your bid as an annual amount without sales tax on this form.

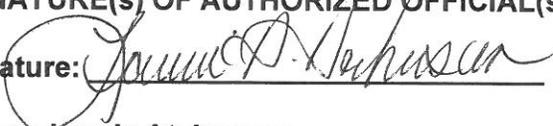
One hundred fifty five thousand, nine hundred ninety one dollars and eighty four cents (\$ 155,991.84) (Bid amount in words and numbers)

FIRM NAME: ABM Janitorial, South Central, Inc.

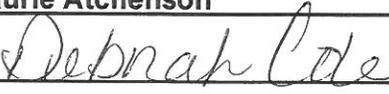
ADDRESS: 16 East Columbia Drive, Kennewick, WA 99336

STATE OF INCORPORATION (if a Corporation): Delaware

SIGNATURE(S) OF AUTHORIZED OFFICIAL(S):

Signature:  Telephone: (509) 735-9570

Name: Laurie Atchenson Title: Regional Sales Director

Signature:  Telephone: (509) 582-9776

Name: Deborah Cole Title: District Manager

CONTACT PERSON:

Laurie Atchenson Telephone: (509) 735-9570

- NOTE: 1) Indicate after firm name if submitter is proprietorship, partnership, or corporation.
2) Type or print name of person signing below signature and designate position or office (e.g.) managing partner, president, sales manager, etc.
3) The supplemental page(s) must also be completed in full as part of the proposal form.

A. LIST ESTIMATED MAN HOUR REQUIREMENTS FOR EACH TASK TO BE PERFORMED WITHIN THE SPECIFICATIONS OF THIS PROPOSAL:

DESCRIPTION	EST. MONTHLY MAN HOURS			
	JUSTICE CENTER	CORONER	HEALTH DISTRICT	COURT-HOUSE
1. Light Janitorial Duties	<u>371</u>	<u>3</u>	<u>145</u>	
2. Floor Care				
a) Carpet - Spot Cleaning	<u>11</u>	<u>1</u>	<u>2.67</u>	
- Deep Cleaning	<u>20</u>	<u>2</u>	<u>10</u>	
b) Tile/Terrazzo – Buffing, Scrubbing, Waxing and Stripping	<u>68.5</u>	<u>2</u>	<u>84.17</u>	
c) Vacuuming	<u>90</u>	<u>4</u>	<u>45.5</u>	
3. Window Washing	<u>18</u>	<u>1</u>	<u>7</u>	<u>6</u>
4. Supervision	<u>72</u>	<u>3</u>	<u>36.4</u>	<u>3</u>
TOTAL MAN-HOURS	<u>650.5</u>	<u>16</u>	<u>330.74</u>	<u>9</u>

B. DESCRIBE QUALITY CONTROL MEASURES AND PROCEDURES BY WHICH THE CONTRACTOR WILL ENSURE THE QUALITY OF WORKMANSHIP ON THIS CONTRACT (EXISTING QUALITY CONTROL FORMS MAY BE ATTACHED). WHO IS RESPONSIBLE FOR QUALITY CONTROL?

Our complete staff and crew are responsible for Quality Control, which includes but not limited to Account Managers (District Managers), Supervisors, Branch Manager, Specialty Crew Leads, as well as a finely trained 24-7 Service Desk Staff. Our Account Managers (District Manager) perform regular inspections to determine the quality of work. The information gathered from inspections is used to measure our cleaning program, allowing us to correct any quality concerns and determine the effectiveness of our staff. ABM customizes our quality program to your needs and specifications through implementation, inspection logs, supervision, account managers, and closed loop communication. These benefits are standard for ABM's Quality Control program and are a part of our excellent service. (Please refer to our Quality Assurance TAB pages 1-4)

C. The Contractor has examined copies of all the Contract Documents and of the following addenda, if issued. Receipt of addenda is hereby acknowledged:

Date: 6/21/2012 Addenda Number(s): 1

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 7/10/2012	Execute Contract	_____	Consent Agenda
Subject: BANLIN Contract	Pass Resolution	<u> X </u>	Public Hearing
Prepared by: J. Donley	Pass Ordinance	_____	1st Discussion
Reviewed by: R. Lukson	Pass Motion	_____	2nd Discussion
	Other	_____	Other

BACKGROUND INFORMATION

Benton County will be repairing storm damaged rooftops on the south bathroom and the PA announcer’s booth at Sundowns.

This project consists of installing 45mm Carlisle Sureweld TPO system mechanically attached with a class “B” fire rating and flashing work related to the roof system only.

Proposals were solicited and received from the following:

- BANLIN Construction, Kennewick, WA - \$7,760.00 including W.S.S.T.
- Gillespie Roofing, Inc., Walla Walla, WA - \$10,288.50 including W.S.S.T.
- Allstar Construction Group, Richland, WA - \$15,493.00 including W.S.S.T.

Proposals were reviewed and the recommendation is to move forward with a contract for said services with BANLIN Construction as the lowest bidder.

RECOMMENDATION

Approve the attached Resolution and Contract between Benton County and BANLIN Construction for a contract to install 45mm Carlisle Sureweld TPO system mechanically attached with a class “B” fire rating and flashing work related to the roof system only.

FISCAL IMPACT

The total cost of the project is \$7,760.00 including WSST. This project will be paid out of the Fairgrounds Improvement fund 0123-101 and no additional funding will be needed.

No supplement required.

MOTION

Move to approve the attached contract between Benton County and BANLIN Construction for a contract amount of \$7,760.00 including WSST.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF A CONTRACT BETWEEN BENTON COUNTY AND BANLIN CONSTRUCTION FOR THE REPAIR OF STORM DAMAGED ROOFING ON THE SOUTH BATHROOM AND THE PA ANNOUNCER’S BOOTH AT SUNDOWNS LOCATED AT THE BENTON COUNTY FAIRGROUNDS

WHEREAS, Benton County will be repairing storm damaged roofing on the south bathroom and the PA announcer’s booth on Sundowns at the Benton County Fairgrounds; and

WHEREAS, this project will consist of installing 45mm Carlisle Sureweld TPO system mechanically attached with a class “B” fire rating and flashing work related to the roof system; and

WHEREAS, proposals were solicited and received from the following:

- BANLIN Construction, Kennewick, WA - \$7,760.00 including W.S.S.T.
- Gillespie Roofing, Inc., Walla Walla, WA - \$10,288.50 including W.S.S.T.
- Allstar Construction Group, Inc., Richland, WA - \$15,493.40 including W.S.S.T.

WHEREAS, the Benton County Facilities Department reviewed the quotes and recommends awarding the repairing storm damaged roofing on the south bathroom and the PA announcer’s booth on Sundowns at the Benton County Fairgrounds; and to BANLIN Construction - Contractors License No. BANLICL881CB as the lowest responsive bidder for a proposal amount of \$7,760.00 including WSST; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby agrees with the recommendation and awards the repairing of storm damaged roofing on the south bathroom and the PA announcer’s booth on Sundowns at the Benton County Fairgrounds to BANLIN Construction, Kennewick, WA for a contract amount of \$7,760.00 including WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the service agreement attached hereto; and

BE IT FURTHER RESOLVED, the terms of the attached contract begins when executed by both parties and terminates December 31, 2012.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

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

**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 Dr., 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, 2012. The CONTRACTOR shall complete all work specified in this Agreement by August 17, 2012.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide Labor and materials to install a 45mm Carlisle Sureweld TPO system to repair the roof of the south bathroom and the PA booth on top of Sundowns 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 or other fees that it does not actually incur. Thereafter, upon completion of services, Contractor shall ensure that a completed work order,

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>July 10, 2012</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Invitation to Bid</u>	Pass Resolution	<u>X</u>	Public Hearing
	<u>- Fairgrounds</u>	Pass Ordinance	_____	1st Discussion
Prepared by:	<u>C. McKenzie</u>	Pass Motion	_____	2nd Discussion
Reviewed by:	<u>R. Lukson</u>	Other	_____	Other

BACKGROUND INFORMATION

The Fairgrounds Department is seeking to purchase a new John Deere Compact Excavator for use at the Benton County Fairgrounds.

SUMMARY

The cost for a new compact excavator is estimated to cost more than \$25,000 and requires the Board of Commissioners to authorize an Invitation to Bid.

RECOMMENDATION

Approve the Resolution authorizing the Chairman to sign the Invitation to Bid (CB 12-02) for procurement of a 2012 John Deere Compact Excavator.

FISCAL IMPACT

Fairgrounds Improvement Fund – 0123101.000.00000.594.750.6401

No supplement required

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SOLICITING BIDS FOR THE PROCUREMENT OF A 2012 JOHN DEERE COMPACT EXCAVATOR – CB 12-02 FOR THE BENTON COUNTY FAIRGROUNDS

IT IS HEREBY RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that specifications and an invitation for bids for the procurement of a 2012 John Deere Compact Excavator be prepared and advertised pursuant to the provisions of RCW 36.32.245, as more fully described in the bid specifications attached hereto; and

BE IT FURTHER RESOLVED, sealed bids will be received by the Benton County Commissioners' Office at PO Box 190, Prosser, WA, 99350 or hand delivered to 620 Market Street, Prosser, WA 99350 until 3:30 PM on Tuesday, July 31, 2012 and not thereafter, and will be opened in public by representatives of Benton County at 4:00 PM on Tuesday, July 31, 2012 in the Benton County Commissioners Board Room located on the 3rd Floor of the Benton County Courthouse, 620 Market Street, Prosser, WA 99350; and

BE IT FURTHER RESOLVED, the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Invitation to Bid – CB 12-02 attached hereto on behalf of the Board.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

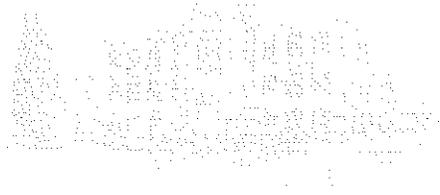
Constituting the Board of County
Commissioners of Benton County,
Washington

Leo Bowman
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



July 10, 2012

INVITATION FOR BIDS

TO INTERESTED PARTIES:

Benton County is seeking to purchase a John Deere 27DX Compact Excavator for the Benton County Fairgrounds. The minimum specifications for the excavator will be as follows:

Make: John Deere
Model: 2012 27DX

Specifications /Accessories: 300MM Rubber tracks, work lights, two travel speeds, open rops canopy, hydraulic thumb, auxiliary hydraulics plumbed to stick coupler, 18" bucket, zero tail swing, toolbox, 3'10" arm, backfill blade, motion alarm, 12 volt accessory outlet. One year full machine warranty unlimited hours.

CONDITIONS AND INSTRUCTIONS

Benton County reserves the right to reject any or all bids received and shall not necessarily be bound by the lowest bid, to waive informalities in the bidding, to make award based on a fair appraisal of the competitive values and delivery times offered, and to award the purchase to the lowest responsible bidder using the criteria set forth in RCW 39.30.040 and RCW 43.19.1911.

Each bid must be submitted on or in a format matching the forms provided. All portions thereof must be completed in ink or mechanical means, setting forth all information requested.

Bids must be executed by a person or persons legally authorized to execute such documents on behalf of the bidding entity, with the name and the title of the person signing clearly printed below the signature. No oral, telegraphic or facsimile transmission bids or modifications of bids will be accepted.

Bids may be withdrawn upon the written request of the submitter at any time prior to the time set for the bid opening. Notification of withdrawals must be provided by mail or in person to the bid opening location. Bids shall become the property of Benton County upon receipt. No bid may be withdrawn or modified after the time set for the opening of the bids unless the award of the bid is delayed for a period exceeding thirty (30) days following the opening of bids. In the event of such an occurrence, the County will advise all bidders of the circumstances and provide direction on how this bid process will be concluded. Each submitter is responsible for contacting Dean Docken, Benton County Facilities, 7122 W. Okanogan Pl, Bldg. A, Kennewick, WA 99336, (509) 222-2722, for clarification or correction of any ambiguity, omission, inconsistency, or error discovered in any of the documents, and failure to do so shall not permit the withdrawal or alteration of its bid once received and opened.

Bids must be in a sealed envelope, which shall be clearly marked "Sealed Bid – Fairgrounds Excavator CB 12-02" and show the name and address of the bidder, and if mailed shall be addressed as follows:

Dean Docken
Benton County Commissioners Office
PO Box 190 / 620 Market Street
Prosser, WA 99350

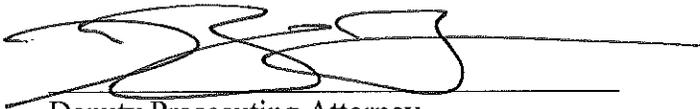
Sealed bids will be received at the Benton County Commissioners' Office at the above address until 3:30 PM on Tuesday, July 31, 2012 and not thereafter, and will be opened in public at 4:00 PM on Tuesday, July 31, 2012, in the Benton County Commissioners Board Room, located on the 3rd floor of the Benton County Courthouse, 620 Market Street, Prosser, WA 99350, by representatives of Benton County. Bids received after the time specified will be unopened.

Dated this 10th day of July, 2012 at Prosser, Washington

BOARD OF BENTON COUNTY COMMISSIONERS

James Beaver, Chairman

Approved as to Form:



Deputy Prosecuting Attorney
Benton County, Washington

Cc: Prosecuting Attorney

PROCUREMENT BID PACKET



**BENTON COUNTY
2012 JOHN DEERE COMPACT EXCAVATOR**

Benton County
PO Box 190 / 620 Market Street
Prosser, WA 99350

CB 12-02
July 2012

OFFICE OF THE BENTON COUNTY FACILITIES DEPARTMENT
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

BIDS FOR: THE PURCHASE OF A 2012 JOHN DEERE COMPACT EXCAVATOR
FOR THE BENTON COUNTY FAIRGROUNDS

DEADLINE FOR
BID SUBMITTAL: TUESDAY, JULY 31, 2012 AT 3:30 P.M., IN THE OFFICE OF THE
BENTON COUNTY COMMISSIONERS, 620 MARKET STREET / PO
BOX 190, PROSSER, WA 99350. NO BIDS WILL BE ACCEPTED
AFTER THAT DATE AND TIME.

1. Benton County is soliciting bids for the purchase of a 2012 John Deere 27DX Compact Excavator for the Benton County Fairgrounds. The County invites you to submit a bid that will meet or exceed the following specifications.
2. Your bid should be submitted in the official Bid format as the one enclosed and place in a SEALED ENVELOPE marked "SEALED BID – Fairgrounds Excavator CB 12-02". Bids may be mailed or delivered to Dean Docken, Benton County Commissioners Office, PO Box 190, Prosser, WA 99350 or hand delivered to 620 Market Street, 3rd Floor, Prosser, WA. Bids must be submitted in sufficient time to be received at the Commissioners Office prior to 3:30 PM Pacific Daylight Time, Tuesday, July 31, 2012. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.
3. Benton County reserves the right to reject any or all bids, to waive informalities in the bidding, and make award with or without negotiation based on a fair appraisal of the competitive values and delivery time offered, and to award the purchase to the bidder that submits the most responsible bidder using the criteria set forth in RCW 39.30.040 and RCW 43.19.1911.

This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County. Bid submitted in response hereto shall constitute offers to sell the equipment meeting Benton County specifications. Only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual commitment be created.

4. Bidders shall submit specifications of their bid, showing its compliance with the County's requirement on the enclosed specification sheet. As a MINIMUM, each of the items listed in the specifications should be addressed. Any additional features promoted by the bidder should emphasize the benefits, but also address the impact of such features on the price quoted.
5. Price quoted in the bid shall be exclusive of Federal Taxes. Any Washington State Sales Tax included in the sales price will not be considered a part of the NET BID amount. However, in accordance with RCW 39.30.040, the County may take into consideration the tax revenues that may result from a contract pursuant to this IFB.
6. Should any discrepancies or omissions be found in the bid specifications, or questions as to their meaning, bidder should at once notify Dean Docken Benton County Facilities Supervisor by telephone at (509) 222-3722 or by e-mail at dean.docken@co.benton.wa.us. Written notice of changes or clarification to the specifications will be sent to all bidders when required. The County shall not be held responsible for verbal interpretations. Questions received less than 3 days prior to bid opening will not be answered.

**SPECIFICATIONS FOR THE PURCHASE OF A COMPACT EXCAVATOR
FOR THE BENTON COUNTY FAIRGROUNDS**

Benton County is seeking to purchase a compact excavator for the Benton County Fairgrounds. The minimum specifications for the excavator are as follows:

These specifications are intended to be precise. Benton County reserves the right to determine the acceptability of a bid.

<u>MINIMUM SPECIFICATIONS</u>	<u>EXACT SPECIFICATIONS</u> Must Be Completed
Product:	Product:
2012 John Deere 27DX Compact Excavator	
Tracks: 300 MM	
Powertrain: Two Speed	
Horse Power: 26.4 hp @ 2,200 rpm	
Bucket: 18"	
Additional Features:	
Hydraulic Thumb	
Work Lights	
Auxiliary Hydraulics Plumbed To Stick Coupler	
Full Year Machine Warranty	

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

Gentlemen:

The undersigned hereby certify that _____ has read the requirements and specifications for and thoroughly understands the same and propose as follows:

Make and Model of Item Quoted

On: _____

Delivery Date: _____

BID PRICE FOR:

2012 JOHN DEERE COMPACT EXCAVATOR \$ _____

Washington State Sales Tax _____ \$ _____

TOTAL BID: \$ _____

DATED this _____ day of _____ 2012.

FIRM NAME: _____ TELEPHONE: (____) _____

ADDRESS: _____

SIGNATURE OF AUTHORIZED OFFICIALS:

Please print name and title

Signature

Please print name and title

Signature

PROPOSAL MUST BE SIGNED

NOTE: (1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
(2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON
County of Benton

_____, (Vendor), being first duly sworn, certifies that the Bid above submitted is a genuine Bid and not a sham or collusive Bid or a Bid made in the interest or on behalf of any person not therein named; and it is further certified that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham Bid, or any other person or corporation to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure an advantage over other Bidder or Bidders.

(Company Name)

(Contractor's Signature)

(Typed Name and Title)

SUBSCRIBED and SWORN to before me this ____ day of _____, 2012.

NOTARY PUBLIC in and for the State of
Washington, residing at _____

REQUEST FOR BIDS

Benton County is soliciting bids for a 2012 John Deere Compact Excavator for the Benton County Fairgrounds. Sealed bids will be received by the Benton County Commissioners' Office, PO Box 190, Prosser, WA 99350 or hand delivered to 620 Market Street, Prosser, WA 99350 until 3:30 PM on Tuesday, July 31, 2012 and not thereafter, and will be opened at 4:00 PM on Tuesday, July 31, 2012, in the Benton County Commissioners Board Room located at the Benton County Courthouse, 620 Market Street, Prosser, WA. Bids received after the time specified will be unopened.

Bid specifications may be seen at the office of the clerk of the county legislative authority (Commissioners' Office) per RCW 36.32.245 as follows:

Benton County Commissioners
P.O. Box 190 / 620 Market Street
Prosser, WA 99350
509-786-5600
dean.docken@co.benton.wa.us

The Board reserves the right to reject any or all bids, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive value to the County. The Board will not be bound by the low bid.

Dated at Prosser, WA, this 10th day of July, 2012

Schedule

July 3, 2012: Board packet due

July 10, 2012: Board Meeting/Consent Agenda

July 10, 2012: Send advertisement to Tri-City Herald

July 15, 2012: Advertise in Tri-City Herald

July 31, 2012: Bids due/Open bids

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FAIRGROUNDS</u>
Meeting Date: 7/10/2012	Execute Contract _____	Consent Agenda <u> X </u>
Subject: A&E Service Fairgrounds	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by:	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

As per Resolution 11-651 dated October 18, 2011 the Board of Benton County Commissioners entered into a contract with Design West Architects, PA for any anticipated (A&E) services for Benton County for a contract amount not to exceed \$200,000.

Design West was asked by Benton County to provide an analysis and drawings for the kitchen improvements located at the Benton County Fairgrounds, Kennewick, WA.

The proposed project will include improvements to allow the fairgrounds kitchen to be used full-time. Said improvements including new equipment, new sinks, some finish upgrades and possible grease/oil separator.

Design West provided Benton County with a proposal for an amount not to exceed \$8,500 plus any applicable WSST. All reimbursable expenses are in addition to said compensation and will be billed at cost plus 15%.

RECOMMENDATION

The recommendation is to approve the proposal received for the Benton County Fairgrounds Kitchen Improvements for an amount not to exceed \$8,500 plus any applicable WSST and award said A/E services to Design West Architects and apply said services to the current blanket contract outlined in Resolution 11-651

FISCAL IMPACT

Said services will be paid from the Fairgrounds Improvement Fund with no supplement needed.

MOTION

The Board of Benton County Commissioners hereby concurs with the proposal received for A/E services for the Benton County Fairgrounds Kitchen Improvements and payment for an amount not to exceed \$8,500 plus applicable tax to Design West Architects and any reimbursable expense billed at cost plus 15%.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF DESIGN WEST ARCHITECTS PROVIDING ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BENTON COUNTY FAIRGROUNDS KITCHEN IMPROVEMENTS LOCATED IN KENNEWICK, WA

WHEREAS, per Resolution 11-651 dated October 18, 2011, the Board of County Commissioners approved the contract between Benton County and Design West Architects, PA to provide "as needed" architectural and engineering services for a contract amount not to exceed \$200,000; and

WHEREAS, Design West was asked by Benton County to provide an analysis and drawings for the kitchen improvements located at the Benton County Fairgrounds, Kennewick, WA; and

WHEREAS, the proposed project will include improvements to allow the fairgrounds kitchen to be used full-time with said improvements including new equipment, new sinks, some finish upgrades and possible grease/oil separator; and

WHEREAS, Design West Architects proposes to create improvement drawings showing demolition, new finishes, reflected ceiling plan and wall treatments with said services being billed on time and material basis according to the rates stated in the attached proposal with an overall amount not to exceed \$8,500.00 plus any applicable WSST; and

WHEREAS, electrical, mechanical, civil and structural engineering is not provided as part of this proposal; and

WHEREAS, reimbursable expenses are in addition to said compensation for architectural services and will be billed at cost plus 15%; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with the proposed architectural and engineering services for the Benton County Fairgrounds Kitchen Improvements and authorizes payment to Design West Architects for said services for an amount not to exceed \$8,500.00 plus any applicable WSST and all reimbursable expense billed at cost plus 15%; and

BE IT FURTHER RESOLVED, all services stated above and addressed on the attached proposal shall be in accordance with the terms outlined in the blanket contract between Benton County and Design West Architects per Resolution 11-651 dated October 18, 2011.

Dated this _____ day of _____, 2012

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,

Attest: _____
Clerk of the board



DESIGN
WEST

May 14, 2012

Dean Docken
Facilities Maintenance Supervisor - Benton County
7122 W. Okanogan Place – Bldg A
Kennewick, WA 99336

RE: Architectural Proposal
Benton County Fairgrounds – Kitchen Improvements

Dear Dean,

Thank you for considering Design West Architects for providing analysis and drawings for the kitchen remodel proposed for the Benton County Fairgrounds in Kennewick, Washington. As we discussed in our meeting on May 10th, it is our intent to provide permit drawings for the project to be submitted to the Department of Health and City of Kennewick and the county's use for self-performing the remodel project.

The proposed project will include improvements to allow the fairgrounds kitchen to be used full-time, upon annual inspections. The current space is approved for use on case-by-case basis. The improvements in the 1,000 square foot space will include new equipment, new sinks, some finish upgrades and possible grease/oil separator. We will coordinate with DOH and the City on required upgrades. We will create tenant improvement drawings of the project area showing demolition, new finishes, reflected ceiling plan, wall treatments and schematic mechanical and electrical layout. No consulting engineers are expected to be needed. Electrical, mechanical, civil and structural engineering is not provided as part of this proposal.

Compensation for these services shall be invoiced on **Time and Material** basis with a **Not To Exceed Amount of \$8,500**. Below is a list of our standard hourly rates.

Standard Hourly Rates:	Principal Architect	-	\$140 / hr
	Senior Architect	-	\$120 / hr
	Project Manager	-	\$95/ hr
	Production Staff	-	\$85 / hr
	Administrative Staff	-	\$60 / hr

Reimbursable Expenses are in addition to compensation for Architectural Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- 1) Reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service
- 2) Transportation in connection with the project, authorized travel and subsistence

For budgeting purposes only, it is anticipated that the reimbursable expenses for this project would not exceed \$750. Please note that reimbursable expenses shall be billed at cost + 15%.

If this is acceptable, please sign and return a copy to me. If you have any questions or would like to discuss this further, please don't hesitate to give me a call.

Sincerely,

Brandon Wilm, AIA
Managing Associate

PULLMAN, WASHINGTON
KENNEWICK, WASHINGTON
MERIDIAN, IDAHO

DESIGN WEST
ARCHITECTS, P.A.

7513 W KENNEWICK AVE STE D
KENNEWICK, WA 99336
TEL. 509-783-2244
FAX. 509-783-8740

Approved

Date

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Subject: <u>Execution of Agreement #CHG-BFCAC-2012 between Benton Franklin Community Action Committee and Benton Franklin Counties Department of Human Services</u> Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	Execute Contract <u> X </u> Pass Resolution <u> X </u> Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <u> X </u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to enter into an agreement with Benton Franklin Community Action Committee (Grantee) for the purpose of Direct Service Vouchers, Eligible Program Operations Expenses and Eligible Administrative Expenses through the Washington State Department of Commerce Consolidated Homeless Grant.

The Consolidated Homeless Grant (CHG) is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. The CHG funds support a variety of activities, including operations of time-limited units, rental assistance, and data collection and reporting.

The agreement process was initiated when Washington State Department of Commerce provided a copy of the agreement for legal review on December 14, 2011, resulting in the delay of execution.

SUMMARY

Award: Maximum consideration is \$78,487.00; the Grantee is only authorized to spend 75% (\$58,865.00) through June 30, 2013. The remaining amount may not be spent without written approval from the COUNTIES.

Period: Commences on the date of execution through December 31, 2013

Funding Source: Washington State Department of Commerce

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this agreement is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a maximum consideration of \$78,487.00; the Grantee is only authorized to spend 75% (\$58,865.00) through June 30, 2013. The remaining amount may not be spent without written approval from the COUNTIES.

MOTION

To approve signing Agreement #CHG-BFCAC-2012 with Benton Franklin Community Action Committee, and to authorize the Chair to sign on behalf of the Board.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING AGREEMENT #CHG-BFCAC-2012 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND BENTON FRANKLIN COMMUNITY ACTION COMMITTEE

WHEREAS, the Benton and Franklin Counties Department of Human Services would like to enter into an agreement with Benton Franklin Community Action Committee (Grantee) for the purpose of Direct Service Vouchers, Eligible Program Operations Expenses and Eligible Administrative Expenses through the Washington State Department of Commerce Consolidated Homeless Grant; and

WHEREAS, the Consolidated Homeless Grant is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered; and

WHEREAS, Consolidated Homeless Grant funds support a variety of activities, including operations of time-limited housing units, rental assistance, and data collection and reporting; and

WHEREAS, the Grantee will provide financial assistance to eligible Benton and Franklin County residents who meet the income eligibility of; below 30% Annual Median Income (AMI) for households without children, and below 50% AMI for households with children whom are homeless or at substantial risk of becoming homeless; and

WHEREAS, In accordance with RCW 43.185C.050 and as identified within the 10-Year Homeless Housing Plan for Benton and Franklin Counties, the Grantee shall directly provide a reasonable level of supportive services to the Counties eligible direct services recipients; and

WHEREAS, the Grantee will be allowed to bill for allowable administrative expenses that benefit the organization as a whole; and

WHEREAS, the agreement process was initiated when Washington State Department of Commerce provided a copy of the Consolidated Homeless Grant for legal review on December 14, 2011; resulting in the delay of execution; NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #CHG-BFCAC-2012 between Benton and Franklin Counties Department of Human Services and Benton Franklin Community Action Committee, for a consideration of \$78,487.00; the Grantee is only authorized to spend 75%

(\$58,865.00) through June 30, 2013. The remaining amount may not be spent without written approval from the COUNTIES; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the date of execution and ends on December 31, 2013.

Dated this.....day of, 2012

Dated this.....day of, 2012

Chairman of Board

Chairman of Board

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #CHG-BFCAC-2012**

This Agreement (also hereinafter referred to herein as "Grant") is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl., Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Benton Franklin Community Action Committee**, a private non-profit agency, with its principal offices 720 W. Court St., Pasco, WA 99301 (hereinafter "Grantee").

Counties Contact Information:

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: edt@gov.wa.co.benton-franklin.us

Grantee Contact Information:

Judith Gidley, Executive Director
Benton Franklin Community Action Committee
720 W. Court Street
Pasco, WA 99301
Phone: 509.545.4042
E-Mail: jgidley@bfcac.org

Agreement Start Date Date of Execution
Agreement End Date (unless terminated sooner as set forth herein this Agreement) 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 end date.

Consideration \$78,487.00
Although the Agreement Amount is \$78,487.00, Grantee is only authorized to spend 75% (\$58,865.00) through June 30, 2013. The remaining amount may not be spent without the written approval from the COUNTIES.

Attachments incorporated into this Agreement:
Attachment A-Logic Model, Attachment B-Budget
Attachment C-Department of Commerce Program Guidelines

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:



Title: Executive Director Date 6/18/12

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

For Franklin County:

Franklin County Commissioners Date

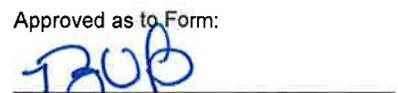
Attest: Clerk of the Board

Approved as to Content:

Department of Human Services

Approved as to Form:

Benton County Prosecutor's Office

Approved as to Form:

Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Subject: By-Laws of the Benton Franklin Housing Continuum of Care Prepared by: Maria Loera, Sr. Secretary Reviewed by: Ed Thornbrugh, Administrator-DHS	Execute Contract _____ Pass Resolution <u> X </u> _____ Pass Ordinance _____ Pass Motion _____ Other <u> X </u> _____ 	Consent Agenda <u> X </u> _____ Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

The Benton Franklin Housing Continuum of Care (the "Continuum") shall operate as a joint advisory task force to both Benton and Franklin Counties' Board of Commissioners. Attached are the revised and updated By-Laws of the Benton Franklin Housing Continuum of Care.

The Mission of the Continuum is to provide a strong and supportive continuum of care system for at-risk and/or homeless individuals and families that will reduce and help prevent homelessness; provide access to affordable, stable, and decent housing and promote achievement of the highest possible level of self-sufficiency

RECOMMENDATION

- Sign the resolution to accept the proposed revised and updated By-Laws of the Benton Franklin Housing Continuum of Care.

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing the resolution to accept the revised and updated By-Laws of the Benton Franklin Housing Continuum of Care.



 Signature

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**RE: IN THE MATTER OF APPROVING THE REVISED AND UPDATED BY- LAWS
OF THE BENTON FRANKLIN HOUSING CONTINUUM OF CARE**

WHEREAS, the Benton Franklin Housing Continuum of Care (the "Continuum") is organized and shall operate as a joint advisory task force to both Benton and Franklin Counties' Board of Commissioners; and

WHEREAS, the Mission of the Continuum is to provide a strong and supportive continuum of care system for at-risk and/or homeless individuals and families that will reduce and help prevent homelessness; provide access to affordable, stable, and decent housing and promote achievement of the highest possible level of self-sufficiency; and

WHEREAS, the Continuum is comprised of not more than 40 or less than 15 members, with a common interest in improving the housing needs and conditions for those who are at-risk of homelessness, homeless, lower to moderate-income persons in Benton and Franklin Counties to assist them in reaching self-sufficiency; and

WHEREAS, officers of the Continuum shall consist of the chairperson and vice-chairperson, the officers shall be elected for two-year terms at the last scheduled meeting of the calendar year, any vacant office shall be filled at a special election held at the next regular meeting of the Continuum following announcement of vacancy; and

WHEREAS, the Continuum shall have the powers to: execute all plans, certifications; conduct business; determine rules of procedure; select officers; and such other powers as set forth in the By-Laws; and

WHEREAS, the Continuum shall schedule regular meetings to be held at least six times per year or as needed; NOW, THEREFORE,

BE IT RESOLVED, that the Boards of Benton County and Franklin County Commissioners hereby accept the proposed By-Laws of the Benton and Franklin Housing Continuum of Care; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, the By-Laws of the Benton Franklin Housing Continuum of Care which will operate as a joint advisory task force to both Benton and Franklin Counties Board of Commissioners.

Dated this day of, 2012

Dated this day of, 2012

Chair

Chair

Chair Pro Tem

Chair Pro Tem

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**BY- LAWS OF THE
BENTON FRANKLIN HOUSING CONTINUUM OF CARE**

**ARTICLE I
Name of the Organization**

The name of this organization is Benton Franklin Housing Continuum of Care (BFHCC).

**ARTICLE II
Mission and Goals**

The Benton Franklin Housing Continuum of Care (the "Continuum") is organized and shall be operated as a Joint Advisory Task Force for Benton and Franklin counties (the COUNTIES). The mission, vision and goals of the Continuum are as follows:

Section 1. Mission

Our Mission is to provide a strong and supportive continuum of care system for at-risk and/or homeless individuals and families that will reduce and help prevent homelessness; provide access to affordable, stable, and decent housing and promote achievement of the highest possible level of self-sufficiency.

Section 2. Vision

The Vision of a Housing Continuum of Care Task Force will:

1. Provide a system of care which addresses' basic human needs, including safe and decent shelter.
2. Utilize and reinforce the natural support systems of the broader community.
3. Operate collaboratively as a network of community agencies, governments, businesses, and individuals to respond to the individual needs of lower to moderate-income and homeless persons.
4. Promote economic stability and self-sufficiency while creating opportunities for enhancing individual responsibility.
5. Integrate services for the homeless and for those at risk of homelessness to assure housing stability.
6. Acknowledge that only through adequate consistent funding and clear communication can the system respond to individual and community needs.

Section 3. Goals

The goals of the Housing Continuum of Care Task Force are:

- To communicate, coordinate and collaborate among providers and others in the development of the Benton and Franklin Counties 10-Year Homeless Housing Plan to work toward reducing homelessness. The Plan is used in securing resources and funding pertaining to the concerns of people who are

without safe, decent and affordable place to live.

- To develop and recommend the Continuum's objective, projects and strategies to meet specific needs that will increase housing, decrease homelessness; alter the public's perception of homelessness; provide education; training and technical assistance to advocates, providers and other Continuum members.
- To invite and encourage the low-income/homeless individuals to participate in the planning process through public meetings held at Community Based Organizations and/or by any other means, as the Continuum may deem appropriate.

ARTICLE III

Continuum Composition and Terms of Office

The Continuum shall operate as joint advisory task force to both Benton and Franklin Counties' Board of Commissioners. The Continuum is comprised of not more than 40 or less than 15 members, with a common interest in improving the housing needs and conditions for those who are at-risk of homelessness, homeless, lower to moderate-income persons in Benton and Franklin Counties to assist them in reaching self-sufficiency.

Section 1. All approved seats on the Continuum are voting membership positions.

Section 2. Continuum membership shall be representatives of municipalities, counties, and individuals or agencies with a defined role in providing housing, funding, or support services for those who are at-risk of homelessness, homeless, or lower to moderate-income persons. Member agencies and municipalities must be located within Benton or Franklin County. Each municipality shall be assured one or two positions to fill at their discretion.

Section 3. Continuum membership positions are perpetual and may be filled by any representative appointed by the member organization.

Section 4. Continuum membership may be terminated at any time by the member, sponsor agency and/or the county commissioners. Unexcused absence from three consecutive, or more than 50% of the Continuum's scheduled meetings per calendar year shall constitute cause to consider a position forfeited.

Section 5. Vacancies

All vacancies will be filled as soon as reasonably possible by the membership committee.

Section 6. Conflict of Interest

No member of the Continuum shall vote on any matter in which such member or any family member, employer or business entity has an interest that would be substantially affected by such action.

ARTICLE IV
Officers of the Continuum

Section 1. Officers of the Continuum shall consist of the chairperson and vice-chairperson.

Section 2. The officers shall be elected for two-year terms at the last scheduled meeting of the calendar year.

a. **The chairperson** shall preside at all meetings of the Continuum and will be responsible for interpreting Continuum policy to the public. He/she shall perform such other duties as requested by the Continuum.

b. **The vice-chairperson** shall perform the duties and exercise the powers of the chairperson in his or her absence. The vice-chairperson shall perform other duties as requested by the chairperson of Continuum.

c. **Secretarial functions** shall be provided by the COUNTIES. COUNTIES' staff who shall, provide staff reports, agendas, keep minutes for each Continuum meeting, and carry out directives of the Continuum to implement the 10-year plan. The COUNTIES shall also be the custodian of documents and other papers belonging to the Benton Franklin Housing Continuum of Care.

Section 3. Any vacant office shall be filled at a special election held at the next regular meeting of the Continuum following announcement of vacancy.

ARTICLE V
Powers of the Continuum

Section 1. The Continuum shall have the powers to:

a. Authorize on behalf of the Continuum, the Chairperson, or in the Chairperson's absence the vice-chairperson, to execute all plans, certifications, and similar documents approved by the Continuum.

b. Conduct the business of the Continuum, and all of the activities, which the Continuum is empowered to perform by its objectives and purpose, whether expressed or implied. Provide recommendations to the COUNTIES' Board of Commissioners.

c. Determine rules of procedure for the Continuum and enforcement of such rules.

d. Select officers for the Continuum.

e. Such other powers as set forth in these By-Laws.

ARTICLE VI
Committees of the Continuum

Section 1. The Continuum shall have the authority to establish any committee as deemed necessary based on a majority vote of a quorum. Membership on any committee will consist of voting members on a volunteer basis.

Section 2. The COUNTIES shall provide meeting space, provide staff reports, agendas, keep minutes for each committee meeting, and carry out directives of the Continuum to implement the 10-year plan. The COUNTIES shall also be the custodian of documents and other papers belonging to the Benton Franklin Housing Continuum of Care committees.

ARTICLE VII Meetings

Section 1. The Continuum shall schedule regular meetings to be held at least six times per year or as needed. By a majority vote of the Continuum, the right to change or cancel a regular scheduled meeting is hereby reserved. A make up meeting is not required. Notice containing the meeting agenda will be sent to members and interested parties by electronic mail (e-mail) prior to the meeting date.

A special meeting or e-mail vote may be called at any time by the Chairperson.

Section 2. A quorum of the Continuum membership is required to take any business action. Fifteen members or a simple majority of the Continuum membership shall constitute a quorum. A quorum shall not include vacant seats.

Section 3. All meetings shall be held at convenient times and places to be established by the Continuum. All meetings are open to the public. Roberts' Rules of Order shall be used as a guide for meetings.

Section 4. Continuum meeting reports shall be presented at the next Continuum meeting.

Section 5. Written minutes shall be kept for all Continuum meetings, which reflect the actions taken by the Continuum. The written minutes of the previous meeting shall be distributed to all of the membership prior to or at the next meeting. The minutes shall be made available to the public upon request.

Section 6. Should any Continuum member feel that his/her personal involvement with a given agenda item makes it impossible for him/her to objectively represent his/her organizations, he/she shall declare beforehand at such meeting a conflict of interest and shall not be eligible to vote on any motion which might be made on that agenda item.

ARTICLE VIII Voting

Section 1. Only one vote may be cast per each membership position.

Section 2. If an alternate is named and accepted by the Continuum Membership Committee then the alternate may vote if the regular member is absent. Proxy voting is prohibited.

ARTICLE IX Amendments

Section 1. Amendments to these By-Laws may be made at any regular meeting of the Continuum providing that the following procedure has been observed:

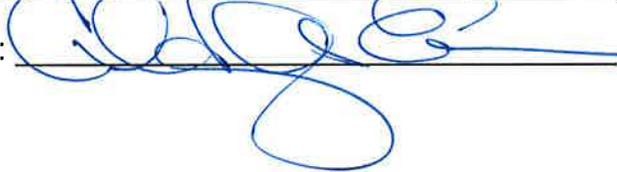
- a. The proposed amendment shall be presented at the regular meeting of the Continuum in writing.
- b. The proposed amendment shall be voted on at the next regular meeting of the Continuum.
- c. A two-thirds vote of a quorum must be required for passage of an amendment.
- d. An amendment, when passed, shall take effect immediately unless otherwise stated in the amendment itself.

Section 2. When any law, rule, regulation or condition received from higher authority conflicts with or points to needed change in the By-Laws, such shall be brought to the immediate attention of the Continuum as a whole as deemed appropriate by the Chairperson. The chosen committee shall take prompt, appropriate action.

In witness whereof, we, the undersigned, do certify and declare that these By-Laws were duly and regularly adopted by a two-thirds vote of the Continuum at a regularly held meeting of the Continuum on March 13, 2012 and that these By-Laws adopted entirely supersede and replace any heretofore existing By-Laws of this group.

Dated the 28th day of June, 2012

Signed: , Chair

Witness: , Vice Chair

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Form:


Benton County Prosecutor's Office

For Franklin County:

Franklin County Commissioners Date

Attest: Clerk of the Board

Approved as to Form:


Franklin County Prosecutor's Office

Continuum of Care Task Force Voting Membership Seats

REPRESENTING	VOTING MEMBER NAME
1. Franklin County	
2. Benton County	
3. City of Kennewick-Vice Chair	Carol Evans
4. City of Kennewick	
5. City of Richland	Deborah Blucher
6. City of Richland	
7. City of Pasco	Jeffrey Adams
8. City of Pasco	Al Yenney
9. City of West Richland	Richard Bloom
10. City of Benton City	
11. City of Prosser	
12. City of Kahlotus	Patti Hamilton
13. City of Connell	Gary Walton
14. City of Mesa	
1. Member At Large	Becky Gauthier/United Way
2. Member At Large	Bryon Brooks/Union Gospel Mission
3. Member At Large	
4. Member At Large	Christy Watts/BFT
5. Member At Large	Gordon Cable/CRU
6. Member At Large	Jeff Pierce/ DSHS
7. Member At Large	Judith Gidley/BFCAC
8. Member At Large	Julio Vasquez or Amy Hetrick/Salvation Army
9. Member At Large	Kelly Abkin or Daniel Aspiri/DVS
10. Member At Large	Karlene Navarro/KHA
11. Member At Large	Kim Keltch/City of Pasco DV
12. Member At Large	
13. Member At Large	Linda Tirico/Elijah Family Homes
14. Member At Large	Mark Lee/Vista Youth Center
15. Member At Large	Johan Curtiss/CBVC
16. Member At Large	Michelle Smith/LCC
17. Member At Large	Andy Anderson/Pasco Housing Authority
18. Member At Large -Chair	Rich Barchet/SEC
19. Member At Large	Robin Callow/CFCS
20. Member At Large	Sandra Owen/BFHD
21. Member At Large	Steve Gaulke/TIR
22. Member At Large	Tami Driver/My Friends Place
23. Member At Large	Tammie Washburn/DHS
24. Member At Large	Teresa Richardson/Habitat for Humanity
25. Member At Large	Terry Buck/DD

Updated 6/28/12

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	Execute Contract <u> X </u>	Consent Agenda <u> X </u>
Subject: <u>Execution of Agreement #CHG-TSA-2012 between The Salvation Army and Benton Franklin Counties Department of Human Services</u>	Pass Resolution <u> X </u>	Public Hearing <u> </u>
Prepared by: Maria Loera, Sr. Secretary-DHS	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Reviewed by: Ed Thornbrugh, Administrator-DHS	Pass Motion <u> </u>	2nd Discussion <u> </u>
	Other <u> </u>	Other <u> </u>

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to enter into an agreement with The Salvation Army (Grantee) for the purpose of Direct Service Vouchers, Eligible Program Operations Expenses and Eligible Administrative Expenses through the Washington State Department of Commerce Consolidated Homeless Grant.

The Consolidated Homeless Grant (CHG) is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. The CHG funds support a variety of activities, including operations of time-limited housing units, rental assistance, and data collection and reporting.

The agreement process was initiated when Washington State Department of Commerce provided a copy of the agreement for legal review on December 14, 2011; resulting in the delay of execution.

SUMMARY

Award: Maximum consideration is \$117,103.00; the Grantee is only authorized to spend 75% (\$87,827.00) through June 30, 2013. The remaining amount may not be spent without written approval from the COUNTIES.

Period: Commences on the date of execution through December 31, 2013

Funding Source: Washington State Department of Commerce

RECOMMENDATION

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

FISCAL IMPACT

Funding for the services described in this agreement is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a maximum consideration of \$117,103.00; the Grantee is only authorized to spend 75% (\$87,827.00) through June 30, 2013. The remaining amount may not be spent without written approval from the COUNTIES.

MOTION

To approve signing Agreement #CHG-TSA-2012 with The Salvation Army, and to authorize the Chair to sign on behalf of the Board.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING AGREEMENT #CHG-TSA-2012 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND THE SALVATION ARMY

WHEREAS, the Benton and Franklin Counties Department of Human Services would like to enter into an agreement with The Salvation Army (Grantee) for the purpose of Direct Service Vouchers, Eligible Program Operations Expenses and Eligible Administrative Expenses through the Washington State Department of Commerce Consolidated Homeless Grant; and

WHEREAS, the Consolidated Homeless Grant is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered; and

WHEREAS, Consolidated Homeless Grant funds support a variety of activities, including operations of time-limited housing units, rental assistance, and data collection and reporting; and

WHEREAS, the Grantee shall directly provide financial assistance to eligible Benton and Franklin County residents who meet the income eligibility of; below 30% Annual Median Income (AMI) or below 50% AMI for households with children whom are homeless or at substantial risk of becoming homeless; and

WHEREAS, in accordance with RCW 43.185C.050 and as identified within the 10-Year Homeless Housing Plan for Benton and Franklin Counties, the Grantee shall directly provide a reasonable level of supportive services to the Counties eligible direct services recipients; and

WHEREAS, the Grantee will be allowed to bill for allowable administrative expenses that benefit the organization as a whole; and

WHEREAS, the agreement process was initiated when Washington State Department of Commerce provided a copy of the Consolidated Homeless Grant for legal review on December 14, 2011; resulting in the delay of execution; NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #CHG-TSA-2012 between Benton and Franklin Counties Department of Human Services and The Salvation Army, for a consideration of \$117,103.00; the Grantee is only authorized to spend 75% (\$87,827.00) through June 30, 2013. The remaining amount may not be spent without written approval from the COUNTIES; and

BE IT FURTHER RESOLVED, the term of the attached agreement commences on the date of execution and ends on December 31, 2013.

Dated this.....day of, 2012

Dated this.....day of, 2012

Chairman of Board

Chairman of Board

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #CHG-TSA-2012**

This Agreement (also hereinafter referred to herein as "Grant") is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 W. Okanogan Pl., Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **The Salvation Army**, a private non-profit agency, with its principal offices 310 N. 4th Ave., Pasco, WA 99301 (hereinafter "Grantee").

Counties Contact Information:

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: edt@gov.wa.co.benton-franklin.us

Grantee Contact Information:

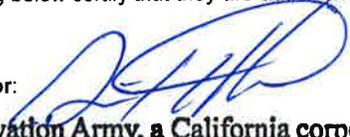
Major Julio Vasquez, Executive Director
The Salvation Army
310 N. 4th Ave
Pasco, WA 99301
Phone: 509.547.2138
E-Mail: Julio.Vasquez@usw.salvationarmy.org

Agreement Start Date..... Date of Execution
Agreement End Date (unless terminated sooner as set forth herein this Agreement) 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 end date.

Consideration \$117,103.00
Although the Agreement Amount is \$117,103.00, Grantee is only authorized to spend 75% (\$87,827.00) through June 30, 2013. The remaining amount may not be spent without the written approval from the COUNTIES.

Attachments incorporated into this Agreement:
Attachment A-Logic Model, Attachment B-Budget
Attachment C-Department of Commerce Program Guidelines

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: 
The Salvation Army, a California corporation

Attest:  Date JUN 21 2012
Michael J. Woodruff Secretary

David E. Hudson Vice President

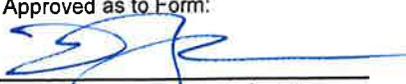
For Benton County:

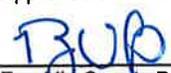
Benton County Commissioners Date Attest: Clerk of the Board

For Franklin County:

Franklin 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

Approved as to Form: 
Franklin County Prosecutor's Office

AGENDA ITEM: <u>Consent</u>	<u>TYPE OF ACTION NEEDED</u> Executive Contract	Consent Agenda <u>XX</u>
MEETING DATE: B/C 07-10-12	Pass Resolution <u>XX</u>	Public Hearing
SUBJECT: Line Item Transfer	Pass Ordinance	1st Discussion
Prepared By: Jennifer Bowe	Pass Motion	2nd Discussion
Reviewed By: Sharon Paradis	Other	Other

BACKGROUND INFORMATION

This line item transfer is associated with multiple grants previously approved by the Board. We are requesting to move budgeted appropriations from Department 173 (Fee for Service Contracts) to Department 174 (Grants) to support Data Processing, Insurance Management, and Worker's Compensation costs. This line item transfer does not change the scope of the grant, it simply allows this department to maximize use of grant funds through the end of the grant fiscal year.

SUMMARY

This line item transfer shifts dollars from Juvenile Fund No. 0115-101, Department 173 to Department 174 to support grant expenditures.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton County sign the Resolution authorizing the transfer of funds.

FISCAL IMPACT

There is no fiscal impact. The budget amount is included in the approved 2011-2012 Juvenile budget.

MOTION

I move that the Boards of Commissioners of Benton County sign the Resolution for Line Item Transfers.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN JUVENILE FUND NUMBER 0115-101, DEPARTMENT NUMBER 173 – FEE FOR SERVICE CONTRACTS AND DEPARTMENT NUMBER 174– GRANT REIMBURSEMENT, and

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 July, 2012

Chairman of Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

EXHIBIT "A"

Dept Name: Juvenile

Dept Nbr: 174

Fund Name: Grants

Fund Nbr: 0115-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
527-400	173 - 9101	Data Processing Administration	\$7,402.00	527-400	174 - 9101	Data Processing Admin.	\$7,402.00
527-400	173 - 9601	Insurance Management	\$4,104.00	527-400	174 - 9601	Insurance Management	\$4,104.00
527-400	173 - 9602	Workers' Compensation	\$3,952.00	527-400	174 - 9602	Workers' Compensation	\$3,952.00
TOTAL			\$15,458.00	TOTAL			\$15,458.00

In an effort to remain in compliance with grant requirements, it is necessary to reallocate funds to maximize on various grants. This line item transfer does not change the scope of the grants, however will allow us to better utilize grant funding through the end of the grant fiscal year to support data processing, insurance management, and worker's comp costs.

Prepared by  Jennifer Bowe, Administrative Services Manager
 Date 6/28/12

Authorized by  Sharon Paradis, Administrator
 Date 6/28/12

BENTON COUNTY

Approved Denied

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 10 Jul 2012 Sub: Park Board vacancy Memo Date: 20 Jun 2012 Prepared By: AJF Reviewed By: AJF	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY

This action fills a position on the Benton County Park Board.

BACKGROUND

With the early retirement of Marilyn Hyde in 2011, one year remained on the Park Board term for that position. The position was filled by Mr. Richard Nordness of Kennewick. The term is now expired and needs to be refilled for the standard six-year duration. Mr. Nordness has become an officer over the past year, has been an excellent addition to the Board, and wishes to continue in that capacity.

Staff and the Park Board Chair recommend that Mr. Nordness be re-appointed to the Park Board.

FISCAL IMPACT

None.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPOINTMENT OF A CITIZEN
TO THE BENTON COUNTY PARK BOARD

WHEREAS, the Benton County Park Board advises the County Commission and Parks Department staff on matters of projects, programs, and policies through the County's park system; and,

WHEREAS, there are seven Park Board members whose service is voluntary and who serve six-year terms, beginning on July 1st of their year of appointment and ending on June 30th of the year six years hence; and,

WHEREAS, Richard Nordness of Kennewick has expressed his interest and desire to serve on the Park Board; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of County Commissioners hereby appoints Richard Nordness of 93705 East Granada Street in Kennewick to a term of service on the Benton County Park Board, beginning 01 July 2012 and expiring on 30 June 2018.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

cc: Parks, file
Benton County Park Board

Prepared by: A.J. Fyall

o. Service Contract w/GovernmentJobs.com, Inc., dba NeoGov, for Online Application System

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>7/10/12</u> Subject: <u>Service Agreement</u> Prepared by: <u>L. Wingfield</u> Reviewed by: <u>K. Mercer</u>	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

See Resolution

SUMMARY

Same as above

RECOMMENDATION

Approve Resolution

FISCAL IMPACT

One time provisioning and training cost of \$6750 and an annual recurring cost of \$7708; not to exceed \$29,874 to be paid out of the Current Expense (0000-101), Dept. 127, Personnel Resources. No supplement is required.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON

IN THE MATTER OF AWARDING GOVERNMENTJOBS.COM, INC., A CALIFORNIA CORPORATION (D/B/A "NEOGOV") A SERVICE AGREEMENT FOR BENTON COUNTY PERSONNEL RESOURCE'S ONLINE APPLICATION SYSTEM.

WHEREAS, the Benton County Personnel Resources Department is committed to identifying efficiencies and innovations to address reduced financial resources; and

WHEREAS, the Personnel Resources Department recognizes that Personnel Resources support services are expected to grow, requiring increased productivity gains through technology, as well as the adoption of other innovative solutions to meet demand; and

WHEREAS, the Personnel Resources Department realizes the need for an increase use of self-service information technology to allow the Personnel Resources Department staff to more personally add value and help departments carry out their strategic plans; and

WHEREAS, the Personnel Resources Department is committed to streamlining our business processes in order to decrease costs and improve services through expanding our information technology resources to offer flexible, user-friendly, and integrated systems, including the expanded use of self-service information technology; and

WHEREAS, this will allow the Personnel Resources Department to reallocate Personnel Resources staff to other strategic initiatives and to move beyond just transaction processors to become more consultative partners with our customers; and

WHEREAS, a significant amount to time and resources are currently allocated to requisition, recruitment, selection/testing, applicant tracking, eligibility, and hiring; and

WHEREAS, Benton County Personnel Resources is dedicated to improving our public image as an employer of choice by eliminating antiquated paper-based application processes, increase communication with applicants through citizen self-service portal, email notifications, and interview/test self-scheduling options which leads to reduce incoming inquiries to Personnel Resources staff by 90%; and

WHEREAS, Benton County Personnel Resources is committed to improving the quality of new hires through the use of automatic minimum qualification screening to quickly identify the best applicants and decrease the time and costs spent on screening; and

WHEREAS, automation of recruitment and selection through the web helps decrease hard dollar costs associated with paper, printing, copying, storage, shredding, advertising, and postage; and

WHEREAS, no Central Services effort is required to build or support the system; and

WHEREAS, the Personnel Resources Department researched and evaluated online recruitment and selection web based providers to help improve effectiveness, increase efficiencies, ensure process is legally defensible; and reduce the overall time and cost of the recruitment and selection process; and

WHEREAS, based on the analysis of online recruitment and selection providers, the Personnel/Risk Manager recommends entering into a Service Agreement with GovernmentJobs.com, Inc. (d/b/a NEOGOV) **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Personnel/Risk Manager's recommendation and hereby awards the Service Agreement to GovernmentJobs.com, Inc. (d/b/a NEOGOV) in the amount of one time set up cost of \$6,750 and annual recurring cost of \$7,708 with the total amount no to exceed \$29,874; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners is authorized to sign the attached Service Agreement and Order Form; and

BE IT FURTHER RESOLVED, the term of the agreement commences July 10, 2012 and expires July 9, 2015.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2012, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the **Benton County, WA** a public entity acting by and through its duly appointed representative ("Customer").

1. Provision of On-line Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) NEOGOV's logos, including the "powered by" logo, may appear on the "employment opportunities", "job description" and other pages of Customer's web site.

(b) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer

(c) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. Ownership, Protection and Security.

(a) The parties agree that the NEOGOV marks and the Customer marks shall both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>7/10/2012</u>	Execute Contract	<u>__X__</u>
Subject: <u>American Red Cross Contract</u>	Pass Resolution	_____
	Pass Ordinance	_____
Prepared by: <u>B.Perry</u>	Pass Motion	_____
Reviewed by: <u>M.Wenner</u>	Other	_____
	Consent Agenda	<u>__X__</u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION

The Benton County Personnel Resources Department wants to contract with the American Red Cross to provide training on a variety of life safety topics to county employees. The contract would begin upon execution, and expire on December 31 2014 and would not exceed \$20000 per year including WSST.

SUMMARY

The Personnel Resources Department wants to contract with the American Red Cross for training purposes.

RECOMMENDATION

Recommend approval of contract.

FISCAL IMPACT

Contract not to exceed \$20,000 per year including WSST to be paid from Workers Comp fund 0503-101.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PERSONAL SERVICES CONTRACT BETWEEN THE AMERICAN RED CROSS AND BENTON COUNTY TO PROVIDE TRAINING TO BENTON COUNTY EMPLOYEES.

WHEREAS, per resolution 2012-059, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, Benton County wishes to continue offering training for life saving skills to employees; and

WHEREAS, the American Red Cross can provide training and certification to employees on First Aid, CPR, AED, Bloodborne Pathogens, and the three hour HIV/AIDS certification; and

WHEREAS, the Safety and Training Coordinator recommends awarding said services to the American Red Cross; **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 agreement between The American Red Cross and Benton County which will begin upon execution and expire on December 31, 2014 and not to exceed the amount of \$20,000 per year including WSST.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Cc: Auditor, Personnel, R. Ozuna

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and The American Red Cross, a Federally Chartered Instrumentality of the United States of America with its corporate and political body in the District of Columbia, and doing business in Benton County as the Benton-Franklin Chapter of the American Red Cross, with its principal offices at 7202 West Deschutes Avenue, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, CONTRACTOR and the COUNTY (each a "Party" and together, the "Parties" agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin upon execution by the Benton County Board of Commissioners and shall expire on December 31, 2014. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. CONTRACT DOCUMENTS

The contract consists of the following document:

- a. Terms and Conditions

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Instruction and certifications for: Standard First Aid and CPR/AED Adult refresher and initial training, Bloodborne Pathogens, and the HIV 4 Hour course for Benton County employees at Benton County job sites.
- b. The CONTRACTOR agrees to provide its own labor and materials. *Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.*

RESOLUTION NO. _____

County Engineer Pr
Arterial Access

Item No. 1 in Six Year Road Program 2012-2017

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY ROADS, RE: PIERT ROAD

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the County Engineer is hereby authorized to proceed with the construction of CE 1619 CRP - Piert Road Extension from SR397 Bowles Road according to the terms of the contract awarded June 19, 2012 to INLAND ASPHALT COMPANY, Richland, Washington.

Length of Project: 1.80± miles; Width of Roadbed: 40 ft.; Surface: 32 ft.; Pavement: 24 ft.
Type and depth of surfacing: HMA Class 1/2 inch PG 70-28
Bridge Irrigation Crossing: Length ft.; Width ft.
Estimated date of beginning: July 10, 2012; Estimated date of completion: December 31, 2012

BE IT FURTHER RESOLVED, That for the foregoing proper county road purpose there is hereby appropriated sums in the following detail:

	County Road Fund	TIB Funds	FMSIB Funds	CRIMP Funds	Total
Prelim. Engr'g	525,908.00	235,000.00			760,908.00
Right-of-Way	20,000.00	30,000.00			50,000.00
Mat. from Stkple					0.00
Day Labor					0.00
Contract		1,197,757.00	458,680.00	277,369.00	1,933,806.00
Const. Engr.		185,813.00		114,187.00	300,000.00
Contingencies		148,432.00		87,986.00	236,418.00
Total	545,908.00	1,797,002.00	458,680.00	479,542.00	3,281,132.00

The county road purpose herein described is HEREBY DECLARED to be a public necessity and the County Road Engineer is HEREBY ORDERED AND AUTHORIZED to report and proceed thereon as by law provided.

BE IT FURTHER RESOLVED, That this purpose be performed in accordance with the Standard Road and Bridge Specifications of the State of Washington as adopted by this Board.

ADOPTED this 10th day of July, 2012.

Chairman

Chairman Pro-Tem

Member

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

Attest:

Clerk of the Board

Orig.: Public Works

L. Moser

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AUTHORIZING THE CHAIRMAN TO
SIGN THE CONTRACT WITH INLAND ASPHALT COMPANY FOR THE PIERT
ROAD EXTENSION, SR 397 TO BOWLES ROAD – C.E. 1619 CRP

WHEREAS, by Resolution 2012-329 dated June 19, 2012, an award was made to Inland
Asphalt Company, Richland, Washington; and

WHEREAS, the contract in the amount of \$1,933,806.00 has been executed by Inland
Asphalt Company; NOW, THEREFORE,

BE IT RESOLVED that the Board hereby authorizes the Chairman of the Board of County
Commissioners to sign on behalf of Benton County said contract awarded June 19, 2012 to
Inland Asphalt Company, Richland, Washington in the amount of \$1,933,806.00 plus any
change order authorized by Resolution 11-216; and

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to proceed
with the construction of the Piert Road Extension according to the terms of the contract.

Dated this 10th day of July, 2012.

Chairman.

Chairman Pro-Tem.

Attest: _____
Clerk of the Board

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

Orig.: Public Works

L. Moser

CONTRACT

THIS CONTRACT, made and entered into this 10th day of July, 2012, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and INLAND ASPHALT COMPANY, 955 Lacey, Richland, WA 99352, (hereinafter "the Contractor").

WITNESSETH:

That in consideration of the terms and conditions contained herein and in the Contract Documents attached hereto and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, C.E. 1619 CRP - Piert Road Extension, SR397 to Bowles Road," and as described in and in accordance with the State of Washington 2012 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the County.

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of \$1,933,806.00, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents.

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

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

Executed by the Contractor

COUNTY OF BENTON



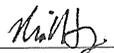
Doug Migas, General Manager

Chairman, Board of Commissioners

Attest: _____
Clerk of the Board

Date: _____

APPROVED AS TO FORM:



Benton County Deputy Prosecuting Attorney
Date: 6/18/12

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: BENTON COUNTY 2012 ANNUAL ROAD PROGRAM

WHEREAS, by resolution dated November 22, 2011, the Board of Benton County Commissioners adopted the 2012 Annual Road Program; and

WHEREAS, money was set aside for "Emergent Projects" in the Road Program; and

WHEREAS, a drywell needs to be installed at Mountain Ridge Court; and

WHEREAS, a revision to the 2012 Annual Road Program is needed to allow the use of "Emergent Project" money for this construction project; and

WHEREAS, the Benton County Engineer recommends the revision to the One-Year Road Program for 2012, it appearing to be in the best public interest; NOW, THEREFORE,

BE IT HEREBY RESOLVED, by the Board of Benton County Commissioners, that the 2012 Annual Road Program is hereby revised to allow "Emergent Project" money to be used for the installation of the drywell on Mountain Ridge Court.

Dated this 10th day of July, 2012.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

Orig: Public Works

L. Moser

RESOLUTION NO. _____
 Road Program Item: 2012 One Year
 Road Program

County Engineer Project No. 1958 CRP
 Arterial Access

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON
 IN THE MATTER OF COUNTY ROADS, RE: MOUNTAIN RIDGE COURT DRYWELL INSTALLATION

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the County Engineer is hereby authorized to install a new drywell on the Mountain Ridge Court with the use of county forces and equipment.

Length of Project: ___± miles; Width of Roadbed: ___ ft.; Surface: ___ ft.; Pavement: ___ ft.
 Type and depth of surfacing: _____
 Bridge ___ Irrigation Crossing: Length ___ ft.; Width ___ ft.
 Estimated date of beginning: July 16, 2012; Estimated date of completion: July 31, 2012

BE IT FURTHER RESOLVED, That for the foregoing proper county road purpose there is hereby appropriated sums in the following detail:

	County Road Fund			Total
Prel. Engr				0.00
Right-of-Way				0.00
Material	3,018.20			3,018.20
Day Labor	4,400.00			4,400.00
Contract				0.00
Const. Engr.				0.00
Contingencies	1,581.80			1,581.80
Total	9,000.00	0.00	0.00	9,000.00

The county road purpose herein described is HEREBY DECLARED to be a public necessity and the County Road Engineer is HEREBY ORDERED AND AUTHORIZED to report and proceed thereon as by law provided.

BE IT FURTHER RESOLVED, That this purpose be performed in accordance with the Standard Road and Bridge Specifications of the State of Washington as adopted by this Board.

ADOPTED this 10th day of July, 2012.

(SEAL)

Attest:

 Clerk of the Board

 Chairman

 Chairman Pro-Tem

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

Orig.: Public Works

L. Moser

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 10 Jul 2012 Subject: TRIDEC contract Memo Date: 27 Jun 2012 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

Attached is the annual economic development support contract and accompanying resolution for the Tri-City Development Council (TRIDEC).

Most of the contract language is identical to the contracts of previous years, the changes being in term (July 10st – December 31st), and work plan.

TRIDEC has been slow in recent years in adopting their annual Work Plan, so that is why we do not have a contract in place at the start of the year like with other similar organizations. That also explains the amount. I started pro-rating the amount of the contract beginning with the 2010 edition.

I did not receive this year's Work Plan from TRIDEC until late May. As such, I have valued the contract at \$13,126. This is the pro-rated value for seven months (although the start date of the contract is July 10, the day it is in front of the Board).

The contract is approved to form by the Prosecutor and signed by TRIDEC.

FISCAL IMPACT

\$13,126 for the year, to be paid from the dedicated and budgeted line item.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE
TRI-CITY DEVELOPMENT COUNCIL

WHEREAS, RCW 36.01.085 states that "It shall be in the public purpose for all counties to engage in economic development programs. In addition, counties may contract with nonprofit corporations in furtherance of this and other acts relating to economic development"; and,

WHEREAS, the Tri-City Development Council (TRIDEC) is a nonprofit corporation currently running an economic development program within Benton County that promotes Benton County and the Tri-Cities region throughout the business community; **NOW THEREFORE**,

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Economic Development Agreement between Benton County and TRIDEC.

Dated this _____ day of _____, 2012.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

STANDARD SERVICE AGREEMENT TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY"), and the TRI-CITY DEVELOPMENT COUNCIL (TRIDEC) with its principal address at 7130 West Grandridge Boulevard – Suite A, Kennewick, Washington, 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 this agreement and the following attached exhibit, which is incorporated herein by this reference

- a. 2012 Commerce and Industry Division Work Plan

2. DURATION OF CONTRACT

The term of this Contract shall begin on July 10, 2012, and shall expire on December 31, 2012.

3. SERVICES PROVIDED

- a. The CONTRACTOR shall perform economic development programs for the duration of this agreement. Services to be provided are detailed in the attached Work Plan ("Exhibit A") and are made part of this agreement.
- b. More specifically, the CONTRACTOR shall develop and execute a regional marketing program that will include direct selling site visits to a minimum of three major metropolitan areas and include participation at two industry events focused on key market sectors for Benton County.
- c. The CONTRACTOR shall identify a representative to meet with the Benton County Administrator – or his designee, a minimum of once per calendar month to discuss matters addressed in this agreement and update the COUNTY as to the progress of meeting the economic development goals identified herein.

BENTON COUNTY

RESOLUTION NO. _____

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

IN THE MATTER OF APPOINTMENT OF MICHAEL ANDERSON TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL

WHEREAS, Position B-8 which represents Private Sector Business on the Benton-Franklin Workforce Development Council is vacant;

WHEREAS, Mike Anderson, P.O. Box 5280, Benton City, WA 99320, has expressed his interest and willingness to be appointed as a member on the Workforce Development Council, Position B-8 Private Sector Business, and has submitted an application; **NOW, THEREFORE**,

BE IT RESOLVED that Mike Anderson is hereby appointed, as of July 1, 2012, to fill the B-8 position for Private Sector Business representation, said term expiring on June 30, 2015.

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 MICHAEL BLACK TO THE BENTON-
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

WHEREAS, Position F-16 which represents Private Sector Business on the Benton-Franklin Workforce Development Council is vacant;

WHEREAS, Michael Black, P. O. Box 4249, West Richland, WA 99352, has expressed his interest and willingness to be appointed as a member on the Workforce Development Council, Position F-16 Private Sector Business, and has submitted an application; **NOW, THEREFORE,**

BE IT RESOLVED that Michael Black is hereby appointed, as of July 1, 2012, to fill the B-9 position for Private Sector Business representation, said term expiring on June 30, 2015.

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 JASON HOGUE TO THE BENTON-
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

WHEREAS, Position B-15 which represents Private Sector Business on the Benton-Franklin Workforce Development Council is vacant;

WHEREAS, Jason Hogue, 5109 N. Road 68, Ste. D, Pasco, WA 99301, has expressed his interest and willingness to be appointed as a member on the Workforce Development Council, Position B-15 Private Sector Business, and has submitted an application; **NOW, THEREFORE,**

BE IT RESOLVED that Jason Hogue is hereby appointed, as of July 1, 2012, to fill the B-15 position for Private Sector Business representation, said term expiring on June 30, 2015.

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 EMMITT JACKSON TO THE BENTON-FRANKLIN WORKFORCE DEVELOPMENT COUNCIL

WHEREAS, Position B-30 which represents Private Sector Business on the Benton-Franklin Workforce Development Council is vacant;

WHEREAS, Emmitt Jackson, 5728 Bedford St., Pasco, WA 99301, has expressed his interest and willingness to be appointed as a member on the Workforce Development Council, Position B-30 Private Sector Business, and has submitted an application; **NOW, THEREFORE**,

BE IT RESOLVED that Emmitt Jackson is hereby appointed, as of July 1, 2012, to fill the B-30 position for Private Sector Business representation, said term expiring on June 30, 2015.

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 PEDRO OCHOA TO THE BENTON-
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

WHEREAS, Position B-6 which represents Private Sector Business on the Benton-Franklin Workforce Development Council is vacant;

WHEREAS, Pedro Ochoa, 123 N. 4th Avenue, Pasco, WA 99301, has expressed his interest and willingness to be appointed as a member on the Workforce Development Council, Position B-6 Private Sector Business, and has submitted an application; **NOW, THEREFORE,**

BE IT RESOLVED that Pedro Ochoa is hereby appointed, as of July 1, 2012, to fill the B-6 position for Private Sector Business representation, said term expiring on June 30, 2015.

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 MELANIE OLSON TO THE BENTON-
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

WHEREAS, Position F-22 which represents Private Sector Business on the Benton-Franklin Workforce Development Council is vacant;

WHEREAS, Melanie Olson, 1175 Carondelet Drive, Richland, WA 99352, has expressed her interest and willingness to be appointed as a member on the Workforce Development Council, Position F-22 Private Sector Business, and has submitted an application; **NOW, THEREFORE,**

BE IT RESOLVED that Melanie Olson is hereby appointed, as of July 1, 2012, to fill the F-22 position for Private Sector Business representation, said term expiring on June 30, 2015.

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 RAY WUTHRICH TO THE BENTON-
FRANKLIN WORKFORCE DEVELOPMENT COUNCIL**

WHEREAS, Position B-11 which represents Private Sector Business on the Benton-Franklin Workforce Development Council is vacant;

WHEREAS, Ray Wuthrich, P.O. Box 2508, Pasco, WA 99301, has expressed his interest and willingness to be appointed as a member on the Workforce Development Council, Position B-11 Private Sector Business, and has submitted an application; **NOW, THEREFORE**,

BE IT RESOLVED that Ray Wuthrich is hereby appointed, as of July 1, 2012, to fill the B-11 position for Private Sector Business representation, said term expiring on June 30, 2015.

Dated _____

Chairman of the Board

Attest:

Member

Clerk to the Board

Member

Constituting the Board of Commissioners of
Benton County,
Washington

Benton County

Department of Public Works

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

July 3, 2012

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

RE: Proposed C.R.I.D. #22 Willamette Heights Section 8

Commissioners:

As per Resolution #2012-293, dated June 5, 2012, the following report is offered:

A petition to form a County Road Improvement District (CRID) was received on December 20, 2011. The proposed CRID is located in Willamette Heights Section 8, and is comprised of the following six (6) roads:

MT ADAMS VIEW ROAD from the existing end of asphalt easterly to Artemus Ridge Avenue;
38th AVENUE from West Richland City Limits, northerly to the West Richland City Limits;
ARTEMUS RIDGE AVENUE from Mt Adams View Drive to Atlas Street Northerly;
KIGER STREET from 38th Avenue to Achilles Avenue;
ACHILLES AVENUE from Kiger Street north to Atlas Street;
ATLAS STREET from Achilles Avenue to Artemus Ridge Avenue.

The petitioners have requested that the roads be constructed to County standards. The total length of all the roads is approximately 2.26 miles and the preliminary estimated cost of the road is \$2,134,800.00; which includes cost for purchasing the entire right of way, administration, preliminary engineering, construction of the roads, construction inspection and testing, and all surveying. Preliminary assessments were determined on a per acre basis and range from \$10,037.01 for a 1.27 acre parcel to \$39,515.77 for a five acre parcel. The majority of the parcels are 2.5 acres with an assessment of \$19,757.89.

You may hear a request to have the assessment based on a per lot basis rather than a per acre basis. We checked with Jeff Nave of Foster-Pepper, our bond counsel, to see if the method of assessment could be changed at this time. His opinion was that it could be. If we use a per lot basis, based on the current 107 lots, the assessment for each lot would be \$19,951.40.

Current zoning for this property is a 5 acre minimum. None of the lots within the County can be subdivided.

Certification of a valid petition (50% minimum) on March 8, 2012 consisted of: 61.13% area by ownership and 64.78% by road front footage. There are 107 Parcels within in the C.R.I.D. #22 boundary.

All landowners were notified by letters of the date of the Public Hearing, their estimated assessment, and the method to add their name to or withdraw their name from the petition. (This withdrawal method is only available for landowners that signed the petition.) The RCWs require that the petition contain a majority by both area and front footage to be a valid petition. As of today, owners of eight (8) parcels have had their names removed from the petition. This reduces the percentages to 53.29% by area and 62.24% by front footage. Should the percentages change, notification will be given at the Board meeting. The landowners who signed the petition have until 5:00 p.m., Monday, July 9, 2012 to either add or withdraw their name from the petition.

Lot 31, owned by Wesley and Kathleen Lawrence, is inside the West Richland city limits and was included in the district. Because the property is inside the City, we have removed them from the district calculations. Mr. & Mrs. Lawrence are proponents of the district and requested to be included by letter dated December 4, 2011. Once the project has been completed their acreage may be included into the total acreage assessment and they may receive a billing for the calculated assessment. City residents cannot be required to participate in a CRID. Their participation is strictly voluntary. A copy of their letter is included.

The Richland School District submitted a letter of endorsement regarding the efforts of the petitioners of the C.R.I.D. to improve the areas to increase the safety for students who use the bus system. A copy of the School District letter is included.

The following letters are also included with this packet:

Roger Whitlock, owner of Lot 190, sent in a letter of support.

Scott and Kathleen Hockersmith, owners of Lots 68, 69 and 70, do not support the current layout.

Ernest and Lia Craft, owners of Lots 171 and 172, oppose the CRID. Lot 172 is inside the City of West Richland and is not a part of the CRID. Mr. & Mrs. Craft's letter references Lots 71 and 72. The lot numbers in their letter are in error.

Dayle Crater, owner of Lot 161, opposes the CRID.

The following lot owners, letters included, have requested that their lots be withdrawn from the district:

Cecil Kindle, owner of Lot 38. His access is to the North along the City/County line to 38th. He also has an access that runs to the North to Andalusian Street, a gravel road. The proposed Atlas Street will abut his South property line. He also has a concern about people using his existing driveway as a short cut rather than using the newly paved streets. It does not appear that he would use the new roads for access to his property. There may be some benefit if the City does reconstruct that portion of 38th within the City limits as a part of this project.

Louis and Robin Koster, owners of Lot 40. Their access is along their North property line to 38th Avenue. They enter 38th at the City/County line. It does not appear that they would use the new roads as access to their property. There may be some benefit if the City does reconstruct that portion of 38th within the City limits as a part of this project.

Scott and Cheryl Sutton, owners of Lot 44. Their access is via Paint Avenue to Tamarack Road, a city street. They do not appear to have an access to any of the roads within the district. Beric and Heidi Wells, who are attempting to purchase Lot 44, have also requested that the lot be withdrawn from the district.

Ty Blackford and Lisa Day, owners of Lot 55. Their access is via Tamarack Road and they do not appear to have an access to any of the roads within the district.

Paul and Annette Pederson, owners of Lot 76. Their access is via Tamarack Road and they do not appear to have an access to any of the roads within the district.

David and Marie Skeath, owners of Lot 88. Their access is via an easement along the common line of Lots 88 and 108 to Kiger Street, portion within the city. They do not appear to have an access to any of the roads within the district.

Harold Bussell, owner of Lot 188. There is a dirt road leading from his lot to 38th at the City/County or there is a possibility that he could continue South to Paso Fino Street, a City street. There may be some benefit if the City does reconstruct that portion of 38th within the City limits as a part of this project.

Anthony and Kristy Umek, owners of lot 193. Their access is via an easement along the South line of Lot 192 and the East line of Lot 196 to Clark Court, a City street. There is also a large draw bisecting their lot.

Jan and Bill Olson, owners of Lot 196. Their access is via Clark Court.

Krista Stubbs, owner of Lot 204. The City of West Richland has paved Paint Avenue, which runs along the West boundary of Ms. Stubbs property, to serve the Sports Complex. Ms. Stubbs does have an access road that runs to 38th; however, she states that she uses Paint Avenue to access her property. She is concerned about the impact on the access easement in front of her property by people using it as a short cut from 38th to the Sports Complex.

To have a lot withdrawn from the district, at least two of the three Commissioners must find that the lot does not receive a benefit from the construction of the roads. We will address each lot individually prior to your deliberations on forming the district. When a lot is withdrawn from the district, the assessment for that lot is spread out over the remaining lots.

This office recommends approval of the formation of C.R.I.D. #22; however, dependent upon the amount and type of testimony at the public hearing, it may be prudent to continue the hearing to a future meeting when all three Commissioners will be in attendance. There may be questions asked that Staff will need to research before giving an answer or you may just need additional time to formulate your final decision.

After closure of the hearing for public input and all deliberations by the Board have been completed, if it is the intent of the Board to deny the formation of CRID #22, we would recommend making the motion to deny to formation of CRID #22 upon conclusion of your deliberations. If it is the intent of the Board to approve the formation of the CRID, we would request continuation of the hearing for two weeks to allow Staff time to prepare a motion and the subsequent resolution for formal approval.

Sincerely,

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

Steven W. Becken
Public Works Manager

Lot 38

Hi, STEVE

July 2, 2012

Benton County Commissioners
Benton County, WA

STEVE BECKEN
Cc.: Public Works Director
Benton County, WA

THIS LETTER ALSO
EMAILED @ 11:30AM
JULY 2

RE: CRID 22; Withdraw Lot #38

Dear Sirs:

My lot, #38, does not belong in the CRID; please withdraw it as per county prerogatives. These are the reasons for withdrawing lot #38, which is on the county/city boundary:

A) Lot #38 HAS pre-EXISTING TITLE ENFORCED PRIVATE ACCESS to WEST since 1987 (CRID conflict). Also secondary access direct to West Richland city street Andalusian (CRID conflict). *See A) attached.*

B) NO Benefit to my lot. Lot #38 goes west and north to everything; 100% of the CRID roads are south and east of us. No overlap, no benefit. **Useless.** *See B) attached.*

Benefit for this CRID is the avoided distance traveled on existing gravel roads. Artemis Ridge residents benefit hugely under this CRID, everybody else pays hugely for dramatically less benefit. Not an equitable cost distribution at all beneficiaries, but Lot #38 has zero benefit, so no basis for paying.

C) DETRIMENT to my lot. We have zero current road dust problem, zero transient traffic. We are on a dead end; that's why we're here. *See C) attached*

Why are you doing this? - I pay my taxes w/o complaint.

D) Lot #38 has special detriment, let alone no special benefit, to the CRID proposed roads.

Sincerely,



Cecil H. Kindle
Lot #38
PO Box 4099
West Richland, WA 99353

509-438-6020

A) Lot #38 HAS pre-EXISTING TITLE ENFORCED PRIVATE ACCESS to WEST since 1987 [CRID conflict]. Also secondary access directly North to city street Andalusia [CRID conflict]. Lot #38 adjoins the City of West Richland to the north.

Since 1987, a perpetual access agreement to the west has been recorded on the titles of Lot #38 and other lots to the west, including lots that did not have an easement on its title from the original gov'n't sale. The negotiation that resulted in this perpetual access agreement was at a cost against Lot #38.

This pre-existing, and privately negotiated access benefit, conflicts and negates any guessed CRID access benefits. This pre-existing private access is recorded on the land titles of lots 38 and 39, for example, which are available for confirmation right there in the Benton County Court House. *If you can't find it, please contact me for assistance.*

So for 2.5 decades there is, and has been, a private access easement for Lot #38's use to the west ; and this is / and will continue to be / our lot's vast majority % access (like 99%?). Lot #38 has in the past, and is currently, and will in the future maintain and assist in the maintenance of this private access in passable condition; currently regular commercial vehicles like garbage, UPS trucks use this w/o issue. No CRID usage.

The other minor access we rarely use is directly North to West Richland's Andalusian St. No CRID road usage here either. No maintenance issues, the garbage and UPS trucks use this weekly on their routes.

B) NO Benefit to Lot #38.

100% of the proposed CRID road construction/paving would S or E of Lot #38.

From Lot #38 all of the community services and commerce are W and N.

[And Lot #38 house is in the NW corner of 2.5 acre lot, as far away from useless, proposed Atlas St. as physically possible.]

If you look at lot #38 travel/transit, well, here it is:

<u>Education</u>	<u>No benefit</u>
Elementary School (Tapteal, N)	XX
Middle School (Enterprise, N & W)	XX
High School (Hanford, N & E)	XX
Colleges (WSU, CBC, N & E)	XX
<u>Food and Fuel</u>	
Closest Supermarket (Yokes, N- W)	XX
Closest Gas Station (N)	XX
Secondary Gas Station (near Yokes, N-W)	XX
Columbia Center Shopping (N-E, via Richland bypass)	XX
<u>Gov. Services</u>	
Post Office (N-W)	XX
Post Office Substation (Yokes, N-W)	XX
Library (Mid-Columbia; N)	XX
Prosser County Seat (N-W)	XX
Kennewick Justice Center (N-E, via Richland bypass)	XX
<u>Financial</u>	
Closest Bank (GESA, open 6 days/wk) (N-W)	XX
<u>Occasional</u>	
Car Repair (garages on Van Giesen Ave) (N-E)	XX
DVD Movie Rental (Yokes or Hastings, N-E/W)	XX
Closest restaurants/cafés (several, N-E/W)	XX
<u>Long Distance Travel</u>	
Airport, Amtrak - Pasco terminals (N-E, via Richland bypass)	XX

Demonstrated = No CRID benefit to lot #38.

C) DETRIMENT to Lot #38. We have zero current road dust problem, zero transient traffic. We are on a dead end; that's why we're here.

C.1, Immediate massive **dust load created for my house**, based on Artemis Ridge residents intending to use neighbor's gravel driveway (upwind, prevailing wind direction) as shortcut to West Richland / Hanford. Statement by CRID promoter. Semi-Quantifiable now @ 500X more dust. After the fact, very quantifiable. **Big Negative.**

C.2, Creation of **entirely new traffic patterns**, 70% of Artemis Ridge will exit past my property vs. 0% now. Will become Quantifiable. **Big Negative.**

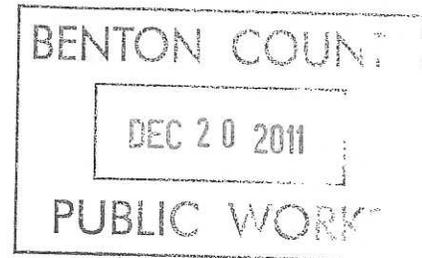
C. 3, CRID new road construction will disrupt and change our local dead-end road neighborhood. **Loss of attractive county living standards.** Privacy, crime impact. Qualitative.

Why are you considering doing this to Lot #38? -

I pay my taxes w/o complaint.

December 4, 2011

Wesley and Kathleen Lawrence
1831 Artemis Ridge Road
West Richland, WA 99353
Lot 31, Section 8, Township 9 N, Range 28 East,
Willamette Meridian, Benton County, WA



Dear Honorable Benton County Commissioners:

We are requesting to be included in the proposed County Road Improvement District that would bring improved access to our area. Prior to our purchase of our lot, the city of West Richland annexed the lot into their boundary. We are therefore on the boundary of the city and county. We use the existing road access that was established over 40 years ago and now has been identified for improvement by the proposed CRID. It is our understanding that we have to request to be included in the CRID because we are considered as within the city limits. Assuming the CRID will provide access to the lot boundary as has been discussed with the neighbors forming the CRID and discussed with the County during this formation phase we request to be included in the CRID.

Sincerely,

Wesley Lawrence
Kathleen Lawrence
Wesley and Kathleen Lawrence

OWNS LOT 31



February 29, 2012

Dear Benton County Commissioners,

As Director of Transportation for the Richland School District I endorse the efforts of the residents of So. 38th Street, to have this street paved. It does get rough on this road and we have had at least one bus damaged from a driver hitting a big rock.

It would also be an improvement for the safety of the students that ride the buses in this area to have the street paved and possibly have other improvements done. I have recently learned that speed limits and stop signs are currently not enforceable on this section of the street. This is of great concern to us, especially, when we use our stop paddles at a bus stop or when approaching the intersection with Mt. Adams View Road. Also, when the weather is dry it can get very dusty from vehicles traveling on this street, thus diminishing visibility greatly at times.

From our perspective we really appreciated it when So. 50th and 54th Street were paved, south of Collins Rd., shortly after Enterprise Middle school opened. It made navigating these streets much better for us.

I urge the Commissioners to take into consideration our concerns for the safety of our students and buses that use this street every day to get back and forth to school.

~~Thank you,~~


Dave Conrad
Director of Transportation

Transportation

615 Snow Ave · Richland, WA 99352 · 509-967-6150 · Fax 509-942-2455
Dispatch 509-967-6151 – Routing & Planning 509-967-6155

Sue Schuetze - paving of mt adams view dr in west richland

From: Roger Whitlock <rogwhit@ymail.com>
To: "commissioners@co.benton.wa.us"
<commissioners@co.benton.wa.us>, "steve...."
Date: 4/11/2012 6:48 PM
Subject: paving of mt adams view dr in west richland

To Whom it may concern,

it was brought to my attention that I might not have signed the petition to have the road paved on Mt Adams view dr and 38th Ave. For the record, I am IN FAVOR OF THE PAVING. Paving would be great due to the fact that there is a lot of traffic, the dirt roads are terrible. The dust is awful, and car repair is higher. I will gladly pay my share for the road to be paved. Any help and getting this done any faster would be great.

Roger and Lani Whitlock
3341 mt adams view dr.

*owns lot
190*

Scott Hockersmith

From: "Hockerdogs" <hockerdogs@frontier.com>
To: <scott@desertgreenllc.com>
Sent: Tuesday, April 10, 2012 10:43 AM
Subject: Benton County Road Department
 Benton County Road Department
 Attn: Steve Becken
 620 Market Street
 Prosser, WA 99350

LOTS 68, 69 & 70

Dear Mr. Becken,

My name is Scott Hockersmith. My wife Casey and I are residents of Willamette Heights in West Richland Washington. We own three 2 1/2 acre parcels. Our home is on lot 69 and we purchased adjacent lots 68 and 70 to protect our privacy and our views. We put our access road in according to the the city plan in 2000 when we built our home. We have a culdesac on Mt Adams View Drive.

We are writing to request to have our names and vote for road paving removed from the petition that I signed. When I signed it I had agreed to get an estimate only and that was to pave the main roads of 38th, Mount Adams View Drive and Artemis Ridge. We do not want to add additional roads. Each home already has access and we would like to preserve the desert and wildlife as much as possible.

We have been reluctant to sign the petition for paving. Darren Curtis, who has been pushing for the paving every since he built, told us that if we wouldn't agree to sign with his proposed additional roads, the county would pave our lane and make it a thru road to loop with Artemis Ridge and that the road would continue between our home lot 69 and lot 70 because the county wouldn't allow dead end roads. We now know that there are several county roads that have dead ends and have trail exits for emergencies. That would also become a nightmare because it would open the access to The Lakes development and the traffic would be tremendous.

We withdraw from the plan that has been submitted. In the future we would consider paving Mt. Adams View Drive, 38th, and Artemis Ridge.

Our home address is 3311 Mt. Adams View Drive. Our contact information is 967-0381 for our home and my cell number is 947-2828.

Thank you!



Scott Hockersmith

Kathleen Casey Hockersmith



Casey Hockersmith

4/10/2012

Steve W. Becken

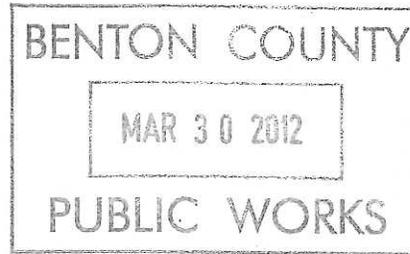
March 29, 2012

Public Works Manager

620 Market Street

P. O. Box 1001

Prosser, WA 99350-0954



Dear Sir,

I'm writing this letter to you to let you know that I am very much opposed to the request for paving of the roads in the Willamette Heights, Section 8 of the Benton County by the WHHOE. There are a maximum of 4 maybe 5 home owners that really use these roads and they are trying to force the rest of the home owners to help pay for the paving.

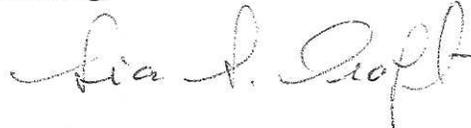
I had open heart (triple bypass) surgery while they had their meetings about paving the roads. I still have another 8 months of recuperation to go and cannot afford to pay for the expense of the black topping. I will be forced to sell my 2 parcels, if this takes place and stay here in cold Cle Elum during the winter months. It was our plan to retire and built our home on the 2 parcels # 71 and 72.

The (4) or (5) home owners, the only ones that really use the roads could, number one; either drive a little slower or use oil to keep the dust down which would be much less expensive.

We purchased our two parcels (71 and 72) 15 years ago, because of the undeveloped desert atmosphere and all the nature that the desert offers. We would like to help to preserve Mother Nature's environment with all her animals out there instead turning it into a asphalt jungle of black top roads.

Thank you for your patience and understanding,


Ernest G. and Lia S. Craft



411 Upper Peoh Point Road

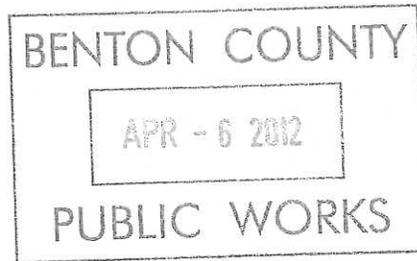
Cle Elum, WA 98922

Phone: 509-674-3972

e-mail: lecraft@hotmail.com

owns lots 171 & 172

Steve W. Becken
Public Works Manager
620 Market St.
PO Box 1001
Prosser, WA 99350



04-05-2012

LOT 161

Dear Sirs:

I am one of many who are opposed to the CRID proposed by a few of the homeowners in the Willamette Heights Homeowners East association.

Here are my reasons:

I have lived here since 1994. I bought this property because it afforded me access to nearby towns but had a rural feel.

I bought knowing that the roads were dirt and was willing to put up with all that entails. I have bought four wheel drive vehicles that would take travel on a dirt road and will get me out when the snow comes.

We have people here who have farm animals such as chickens, goats and horses. I doubt these animals will appreciate the increased speed paved roads will bring.

We are a group of people who have consistently opposed annexation into West Richland. If the roads are paved, then that become a reality sooner. We are bordered on four sides by either West Richland or Richland. I am sure at some point one of these cities will annex us.

When we are annexed into one of the above cities, they will probably want roads that will meet their standards. Therefore forcing us to pay to have the old county roads, for which we are probably still paying, removed so that we can have the added cost of paying for roads to their standards.

You probably noticed quite a few "no trespassing signs" in the area. We have enough sightseers in the areas now. Paved roads would only increase this problem.

I feel that the few homeowners that want the roads to be paved probably bought in this area because they like the rural feel. Then once they lived here for a while they got buyer's remorse because of the dirt roads and the dust and mud they entail. They now want the rest of us to pay for their desire to be back in a city atmosphere. They are receiving a "special benefit" for which they want the rest of us to pay.

I don't know what part of the initial cost of a CRID is born by the county but I don't think that this is a good use of county funds to agree to build roads that will soon go to the benefit of an adjoining city and make most of the Willamette Heights homeowners very unhappy.

Yours sincerely,

Dayle Carter
Dayle Carter
3077 Mount Adams View Drive
West Richland, WA 99353

04-05-12

Steve B. Becken, Public Works Manager
620 Market Street
PO Box 1001
Prosser, WA 99350

Lot 40

Benton County Commissioners
620 Market Street
PO Box 190
Prosser, WA 99350

RE: County Road Improvement District No. 22 (CRID No. 22)
Assessment Roll No. 1-0898-102-0040-000/KOSTER LOUIS J & ROBIN L

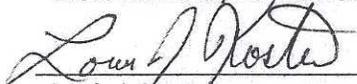
Dear Mr. Becken and Benton County Commissioners:

We are owners of Section 8 of Willamette Heights, Lot 40. We did not sign the petition requesting the formation of the subject CRID and are in opposition to the CRID for the following reasons.

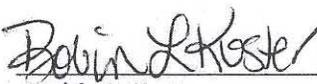
The proposed CRID does not benefit us (paved roads, dust control or access to or from our property). Both my wife travel to work and town by exiting our property via a privately granted easement. Our daily route is directly to the north at the West Richland City limits, where the proposed northern CRID road ends on South 38th Avenue. This is where we access West Richland and the rest of the Tri-Cities. At no time will we benefit from the roads proposed by this CRID as our property is not directly on 38th Avenue or any of the proposed CRID roads. As such, we ask to be removed from this CRID and all financial obligations associated with it.

Sincerely,

Louis and Robin Koster
1820 S 38th Ave (Lot 40 Willamette Heights)
West Richland, WA 99353

 7/1/2012

Louis J. Koster Date

 7/1/2012

Robin L. Koster Date

June 13, 2012

Lot 44

Steven W Becken
Public Works Manager
Courthouse
620 Market St
PO Box 1001
Prosser WA 99350-0954

Mr. Becken:

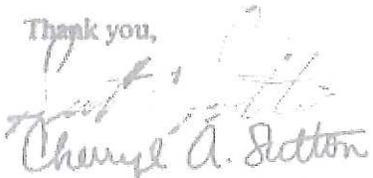
Please withdraw Lot 44, Section 8, Willamette Heights, as identified in the attached property summary (page 2 of 6), from proposed County Road Improvement District No. 22 (Resolution 2012 293).

This withdrawal request is made because there is no benefit to Lot 44 from the proposed CRID 22. There is no access to Lot 44 from S 38th Ave or other proposed roads from proposed CRID 22 as shown by the map on page 3 of 6, nor are there potential plans to access Lot 44 from those roads as shown by the map on page 4 of 6.

As shown by the maps (pages 3 and 4 of 6), access to Lot 44 is made along the west edge of the property via West Richland city road Paint Ave, at the northwest corner of Lot 44 at the intersection of West Richland city roads Paint Ave and Rosencrans Rd, and at approximately 300 feet from the southwest corner of Lot 44 at the intersection of West Richland city roads Paint Ave and Tamarack Rd.

The surrounding houses to the south and north do not access via proposed roads from proposed CRID 22 (maps on pages 3 and 4 of 6). The address of the adjacent house to the south on Lot 55 is 4011 Tamarack Rd (see page 5 of 6), and the address of the next-closest house to the north on Lot 12 is 1661 Paint Ave (page 6 of 6).

Thank you,


Cheryl A. Sutton
Scott C and Cheryl A Sutton



page 1 of 6

Sue Schuetze - Request for Lot 44, Section 8, Willamette Heights Withdrawal from Proposed CRID 22

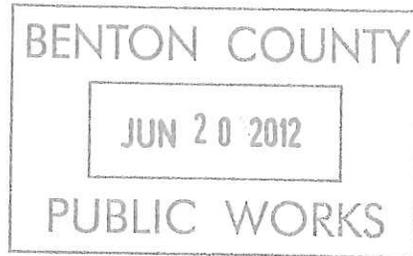
From: Beric Wells <beric.wells@gmail.com>
To: <steve.becken@co.benton.wa.us>
Date: 6/19/2012 1:31 PM
Subject: Request for Lot 44, Section 8, Willamette Heights
Withdrawal from Proposed CRID 22
Attachments: Lot44WithdrawRequest.pdf

Mr. Becken:

As I discussed with you on the phone last week, we (Beric E and Heidi L Wells) are currently purchasing Lot 44, Section 8, Willamette Heights, from the current owners (identified in the attached pdf file). In my conversation with you, you advised that I should provide a withdrawal request in time for you to include that request with the CRID 22 proposal to the Benton Co. Commissioners. Given that we will likely not close on the sale until after the required date, I am providing the attached Lot 44 withdrawal request from the current owners. I will contact you via telephone to confirm that the attached pdf file is correct and sufficient.

Thank you,
Beric Wells

June 18th 2012



L. Ty Blackford
Lisa A. Day
4011 Tamarack Road
West Richland
WA 99353

OWNS LOT 55

Sue Schuetze
Steve Becken
Benton County Public Works department
P.O. Box 1001
Prosser
Washington.

Dear Ms. Schuetze, Mr. Becken and Benton County Commissioners

Reference: 1: County Road Improvement District No.22 (CRID 22)
Resolution 2012 293, adopted the 5th day of June, 2012, and

2: NOTICE OF PROPOSED IMPROVEMENT AND HEARING THEREON, Assessment
Roll No. 1-0898-202-0055-000/BLACKFORD L. TY

We have reviewed the notification for the proposed CRID 22 (ref. 1), as well as the Notice For Proposed Hearing (ref. 2) and have the following items to be considered for inclusion in the adoption of the proposed CRID.

The notification identifies quite clearly that the entire cost and expense of the new roadways shall be borne by the properties benefited by the improvements. The proposed CRID does not accurately represent the properties that receive no benefit from the proposed roadway improvements, but have been included as subject to the costs for the improvements.

We access our property, Section 8 of Willamette Heights Lot 55, from the west side of the proposed boundary directly off the end of Tamarack Road in the city of West Richland. Please note we do not have any direct vehicle access to 38th Avenue, nor the other roads proposed for improvement, nor can we readily access any of those roads from our property.

We are therefore requesting that the Board consider repositioning of the CRID to exclude lot 55. In addition, the following listed properties in our immediate area have the same access/use issue: lots 44, 76, 87, 88, 107, and 108. While we do not have access, nor wish it, we do not oppose that those owners that so wish improvement that directly benefits them be prevented from obtaining that improvement.

We would like to draw attention to article 4 of the Willamette Heights Home Owners Association by-law:

"To levy, charge, collect and receive annually or at such other periods of time as shall be decided upon by the directors at any regular meeting thereof, from each home owner whose home site is accessed by roads maintained by this cooperation such tolls or assessments as shall be necessary to cover the expenses of maintaining and/or improving the roads at a level acceptable to a majority of the membership and to take legal action or institute suit as necessary to accomplish same".

If it is the property owner's wishes that live with direct access to the proposed road improvements, or whom so directly benefit from the proposed action, to want paved access roads then we propose that burden for improvement be levied upon them, and whomsoever favorably petitioned the County on the matter. We were neither approached on the subject petition by any member of the Willamette Heights Association, nor would we have agreed to sign any petition had we been asked. We do not require, nor wish for any road improvements near our property.

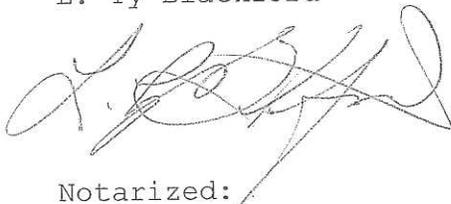
As we do not wish to be added the petition, and having so avowed that we were not requested for our inclusion in the petition, we hereby submit this notarized letter to document our position to the Board in accordance with Section 6 of re. 1, and paragraph six of ref. 2.

Should the Board determine that repositioning of the CRID boundary based upon benefit for improvement is not possible, we hereby object to the proposed CRID Resolution and do not support its adoption by the County, nor support any assessment for cost of the improvement to our property or persons.

Yours sincerely,

L. Ty Blackford

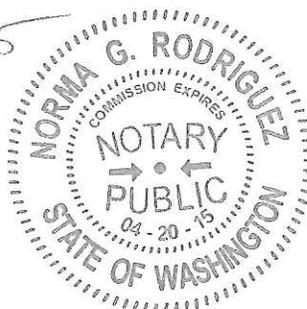
Lisa A. Day



Notarized:



Com Exp. 04/2015



Sue Schuetze - Fwd: road 38

From: Commissioners
To: COMNRS,DS,LSK
Date: 4/13/2012 2:49 PM
Subject: Fwd: road 38
CC: Becken, Steve; Bowie, Malcolm

OWHS Lot 76

>>> "Pederson, Paul (Lamb Weston)" <Paul.Pederson@conagrafoods.com> 4/13/2012 1:47 PM >>>
Benton County Commissioners

We live at 4001 Tamarack Rd in Section 8. The WHHOE Homeowners have included my property plus all of Section 8 in their petition for a Country Road Improvement District. I am not a part of the WHHOE Homeowners – nor are the property owners who live on the West side of Section 8 – as listed in their bylaws – *WHHOE are members whose residence "does not about a city, county, or state maintained roadway"*. I abut Tamarack Road (paved road-city road) accessing my property via Bombing Range along with my neighbors along the west side of Section 8. I do not utilize Road 38 or Mt Adams Road to access my home, drive to work, to shop or anywhere. If the county wants to charge road fees to property owners who do not use a road- they should include all of Benton County in the CRID and it should become a public road. The WHHOE Homeowners should not be able to submit our property to road fees that we will not use just to lower their cost for the few individuals who wish to use a private road. We are requesting to not be included in this CRID.

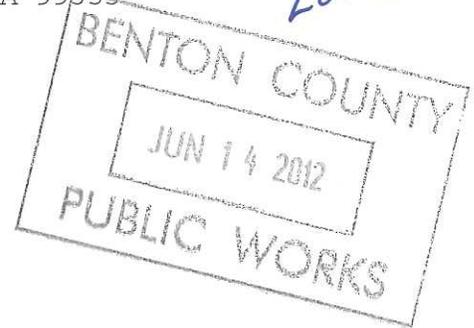
Paul & Annette Pederson
4001 Tamarack Road
West Richland, WA 99353

June 12th 2012

David & Marie Skeath
3970 Kiger Street
West Richland
WA 99353

Lot 88

Sue Schuetze
Benton County Public Works department
P.O. Box 1001
Prosser
Washington.



Dear Benton County Commissioners

Re County Road Improvement District No.22 (CRID 22)
Resolution 2012 293
Willamette Heights Lot ref 1-0898-202-0088-000/Skeath David &
Marie Julie

We have reviewed the notification for the CRID 22 and have the following items to be included in the petition.

The notification identifies quite clearly that the entire cost and expense of the new roadways shall be borne by the properties benefited by the improvements. The proposed CRID does not accurately represent the properties that do not get any benefit from the new roadways.

We access our property (Lot 88) from the west side of the proposed boundary off Paint and existing Kiger Street. Please note we do not have any direct vehicle access to 38th Avenue.

We are therefore requesting that the CRID boundary be re-positioned to exclude lot 88. In addition, I have listed all lots in our immediate area that have the same access issue. Lots 44, 55, 76, 87, 108, and 107.

If the owners who live to the east of 38th Avenue want their own paved access roads then we suggest that that burden be levied on the properties that those proposed access roads serve (Mt. Adams View, Artemis Ridge, Atlas and Kiger East).

We would like to draw your attention to article 4 of the Willamette Heights Home owners association by-law, full copy attached.

"To levy, charge, collect and receive annually or at such other periods of time as shall be decided upon by the directors at any regular meeting thereof, from each home owner whose home site is accessed by roads maintained by this cooperation such tolls or assessments as shall be necessary to cover the expenses of

maintaining and/or improving the roads at a level acceptable to a majority of the membership and to take legal action or institute suit as necessary to accomplish same".

May we suggest that the only real improvement needed for the area, is the paving of 38th Avenue, which is about 30% of the total proposed roadways, and assumed about 30% of the cost? This roadway serves the main access way for the majority of owners and the school bus service. It is a safety concern for pedestrian and equestrian traffic, and during the summer is a dust issue for the properties on 38th Avenue.

Yours sincerely

David Skeath



Marie Skeath



June 30, 2012
Harold D. Bussell
103 South Jefferson Street
Kennewick, WA 99336

Lot 188

Mr. Steven W. Becken
Public Works Manager
P.O. Box 1001
620 Market Street
Prosser, WA 99350-0954

Dear Mr. Becken:

Please find below my written objections to the creation of County Road Improvement District #22 (CRID 22) was contained in resolution 2012-293. The Board of Commissioners has scheduled a public hearing on July 10, 2012 for CRID 22.

I am the owner of a land parcel within the proposed County Road Improvement District #22; Section 8 of Willamette Heights Lot 188, parcel ID # 108984020188000.

I did not sign the formation petition for the proposed CRID 22.

I object to the formation of CRID 22 for the following reasons:

1. The closest proposed access road is Mount Adams View Drive. Yet this road does not "touch" my property. I would still have to build a road between lot 167 and 168 on the west or between lot 167 and 166 on east to use this road. It should be noted that lots 166, 187, 200, and 201 were not included in the CRID. These lots are property of the U.S. Government (Department of the Interior, Bureau of Land Management).

Provisions in my deed specify a thirty-five foot easement for access roads on all four edges of my property. This is true for all of the 2-1/2 acre lots in section 8 since lots were land patents to veterans that were made in approximately 1956 from the U.S. Government (Department of the Interior, Bureau of Land of Management).

2. The city boundary for city of West Richland is on the south boundary of lot 199; which is the lot directly to the south of my property. Several section 8 lots have already been annexed into the city. Eventually the city of West Richland will annex my property into the city.

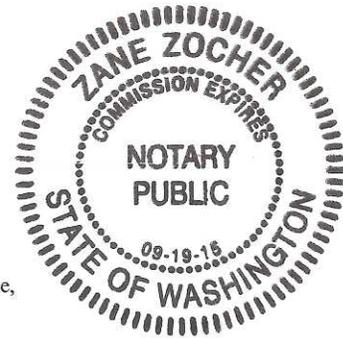
It is my understanding that a road built to Benton County specifications is NOT satisfactory to the city of West Richland. This means that we would be assessed the additional cost to bring the roads up to the specifications of the city of West Richland.

The advantage of being annexed to the city of West Richland is that the city will provide city water, police, fire protection, and make improvements to access roads. It is better to have city water in areas where there is a high density of on-site waste water systems (septic tanks).

Please exclude my property from CRID 22.

Sincerely yours,

Harold D Bussell
Harold D. Bussell



ACKNOWLEDGMENT

State of Washington
County of Benton

On June 30th, 2012 personally appeared before me,

Harold Bussell,
whom I know personally

whose identity I verified on the basis of ID,

whose identity I verified on the oath or affirmation
of _____, a credible witness,

to be the signer of the above and he/she acknowledged that he/she signed it.

Zane Zocher
Notary Public
My Commission expires: 09-19-15

Mr. Steven W. Becken
Public Works Manager
Benton County
PO Box 1001 – Courthouse
Prosser, WA 99350



June 25, 2012
PO Box 1850
Richland, WA 99352
Page 1 of 2

Lot 193

RE: CRID #22.

Dear Mr. Becken:

First, thank you for your letter of June 18, regarding CRID #22, responding to our letter of June 15, 2012 to Ms. Sue Schueltze. Your letter was very helpful in clarifying the process for withdrawal, as we do want to withdraw from the CRID. After studying the CRID proposal, we have concluded we will receive no benefit from the CRID. As we are building our home on Lot 193 and plan to gain occupancy in August or September 2012, we are formally requesting withdrawal from CRID # 22. The following information is offered to supplement the information provided in our June 15, 2012 letter to Ms. Schuette (a copy is attached for convenience).

1. Our property (Lot 193) is and will continue to be accessed from Northlake Drive, West Richland, via Clark Court and North Clark Court, as stated in our June 15 letter. We have approval from the Benton County Fire Marshall for our driveway accessing North Clark Court. Our Street address is 2972 North Clark Court, West Richland.

2. The nearest access identified by CRID #22 is Mt. Adams View Rd, at the Northwest corner of Lot 160 would require a driveway of over 1000 ft. In addition between our property and that access location are a number of existing obstacles located on the easements of Lots between ours and Mt. Adams View Rd that make access impossible. These include:

a. existing fences, irrigations systems and septic systems/drain fields on Lots 160, 162, 163 and 192;

b. a water well and wooden structures on Lot 162's West easement.

c. the Benton REA Transformer installed for our home (which we paid for) is located on the West easement of our Lot 192, which is East of the existing fence on Lot 192.

Mr. Steven W. Becken
Public Works Manager
Benton County
PO Box 1001 – Courthouse
Prosser, WA 99350

June 25, 2012
PO Box 1850
Richland, WA 99352

RE: CRID #22.

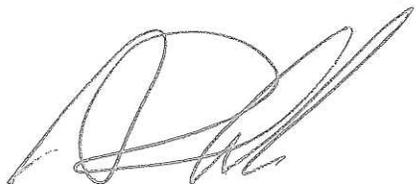
3. The slope/grade between our property and Mt. Adams View Rd is ~ 12% and would require significant, expensive back fill and compacting; even if all obstacles above were resolved. Placement and compacting of back fill would adversely impact the property owners associated with items noted in 2. above.

4. We are in the process of working with the City of West Richland to improve the existing Clark Court and North Clark Court, which will be paid for by ourselves and our direct neighbors on both sides of North Clark Ct.

5. Lots 194 and 195 have been removed from the CRID. Our approved driveway is located on the easements between these two Lots. As stated above we have gained Fire Marshall approval for the driveway, and the owners of Lots 194 and 195 have already made provisions at their expense to relocate items to accommodate our driveway.

Due to previously planned travel, we will be unable attend the public hearing on July 10, 2012.

Therefore in closing, we respectfully request that this letter be presented to the County Commissioners to gain their approval for us our property to be removed from CRID #22.



Anthony M. Umek



Kristy S. Umek

Sue Schuetze - RE: CRID #22 Petition

From: Jan OLSON <bjolson24@msn.com>
To: Steve Becken <steve.becken@co.benton.wa.us>
Date: 6/21/2012 11:37 AM
Subject: RE: CRID #22 Petition

Lot 196

Mr Becken

After our discussion with you, we were under the impression that we had to present our reasons to exclude Lot # 196 to the Commission at the public hearing. We planned to attend the hearing, but would definitely prefer to provide justification for consideration ahead of the meeting. We hereby request that Lot # 196 be excluded from CRID #22.

We purchased Lot# 196 as an investment and to maintain the southerly view for as long as economically possible. The Lot is not part of our residence, it is undeveloped, it has no access to the CRID roadways. In fact, all of the lots East and West of # 196 access their property using Tennessee Walker Avenue or Clark Court. Clark Court is actually not a Court. It is an access road that connects to the South and East coner of Lot # 196. The road makes a turn to the East to access the two homes On Lots 197 and 198 and the three homes East of 196 outside the CRID. It makes no sense to include Lot # 196 in the CRID due to ease of access using Clark Court, due to the increase in cost and the unpopular and undesirable option of having to cut a road through several of the lots to the North to reach the CRID road.

The Clark Court road is being used to access the new home that is under construction on Lot #193. The above reasons for exclusion apply to #193 and it probably should not be included in the CRID either.

Let us know if we need to provide more information. Thank you for your efforts.

Jan & Bill Olson

Date: Wed, 20 Jun 2012 15:15:41 -0700
 From: Steve.Becken@co.benton.wa.us
 To: bjolson24@msn.com
 Subject: Re: CRID #22 Petition

Ms. Olson

I believe when you and your husband were in our office and had your names removed from the petition you told me that you wanted to have one or maybe it was both, of your lots removed from the district. I do not have anything in writing to that effect. If you are not going to be at the hearing, I need something from you asking to have your parcel(s) withdrawn from the CRID to include with my letter to the Board. If you are going to attend the hearing, the letter is not necessary as long as one of you testifies and requests removal from the CRID boundaries

Steve

Lot 204

Statement of Withdrawal from CRID NO. 22

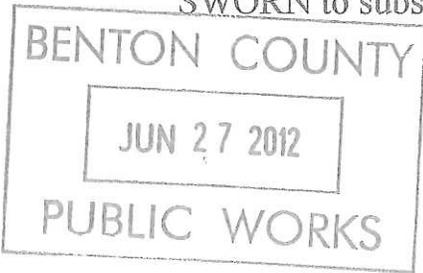
Krista Marie Stubbs personally came and appeared before me, the undersigned Notary, with proof as a resident of BENTON County, State of WASHINGTON, and makes this her statement upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of her knowledge:

To Benton County Works Department and the Board of Commissioners of Benton County. I Krista Marie Stubbs, of Section 8 of Willamette Heights Lot 204, Parcel #10898-302-0204-00, physical address of 2831 South 38th Avenue, West Richland, WA 99353, would like my name withdrawn from the proposed **CRID NO. 22** petition. After learning more details, than I was given before, of the road proposal, I feel there is no benefit the proposed road improvements will give me, in fact it would put more burden on the private drive my neighbor on Lot 203 and I share. I access my property from Paint Avenue and rarely go east to South 38th Avenue. My mail box is located on Mt Adams View Dr. If South 38th Ave didn't exist, it would in no way effect access to my property. My private driveway connects from South 38th to Paint Avenue and has become rough and uneven due to the heavy traffic coming on to it from Northlake to 38th Avenue and from West Richland up 38th Avenue to the east side parking lot of the Bombing Range Sports Complex, if 38th becomes paved, it would add convenient access to that east parking lot of the Bombing Range Sports Complex and that additional traffic would further destroy our driveway. I do not agree with the proposed road improvements to be done from Artemis to Kiger. Those improvements only benefit those living in those neighborhoods and I do not feel it is my obligation to contribute to financing the improvement of properties I will never need access to. That should be the financial responsibility of those property owners.

DATED this the 26 day of June, 2012

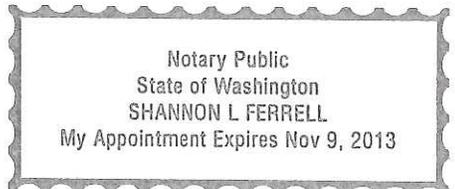
Krista Stubbs
Signature of Affiant

SWORN to subscribed before me, this 26 day June, 2012



[Signature]
NOTARY PUBLIC

My Commission Expires: 11/9/2013



<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 10 Jul 2012 Subject: BCD assessment Memo Date: 02 Jul 2012 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion None	Consent Agenda Public Hearing 1st Discussion X 2nd Discussion Other

SUMMARY

The Benton Conservation District (BCD) will come before the Board of Commissioners to briefly discuss options and a proposal for reauthorizing an "assessment for natural resource conservation". No action is requested at this time.

BACKGROUND

The attached memo from BCD explains things pretty well. In short, the current assessment that supports the BCD is set to expire at year's end. The District has been reworking and updating their proposal for a new assessment based on real world changes and things that have happened through the courts. Ryan Brown and I have been working with BCD staff on the matter and have met with them twice. The BCD wants to discuss things with Commissioners, then – provided that the County concurs – they plan to come back in August for a hearing on the matter.

FISCAL IMPACT

None.

#



Benton Conservation District
415 Wine Country Road
Prosser, WA 99350
(509) 786-1923 x 3 Fax: (509) 786-1175

Benton Conservation District
Assessment for Natural Resource Conservation - Update

Background

The Benton Conservation District has had a form of an assessment for natural resource conservation in place since 2006. It was reauthorized in 2007 to run 5 years from 2008 – 2012. RCW 89.08.400 allows the County Legislative body to authorize assessments for up to 10 years and then they must be reauthorized. The Benton Conservation District has begun the process of working with Benton County to authorize an assessment for natural resource conservation for another 5 years to run from 2013 – 2017.

Current Process Timeline

<u>Date</u>	<u>Activity</u>
Apr. 16	Meet with Ryan Brown and Adam Fyall
Apr. 30	Meet with Ryan Brown and Adam Fyall
May 16	Benton CD Assessment Workshop
May 23	Meet with County Treasurer
June 13	Benton CD Board Finalizes Proposal to be Presented at BCD Public Hearing
July 10	Meet with Benton Co. Commissioners–update on assessment process
July 10	BCD Public Hearing
July 11	BCD regular monthly meeting – Resolution for system of assessment
July 15	Mail notice to State agencies with lands proposed for assessment
July 27	Submittal of Package to County Commissioners
Aug. 21	County Commissioner Public Hearing

Board of Supervisors

Jack Clark, Chair Danny Downs, Vice Chair
Mike Sackschewsky, Auditor
Larry Cadwell, Member Nicole Berg, Member

Current (2008 - 2012)

Land Use Classifications	No. of Parcels	No. of Acres	Parcel Rate	Acre Rate	Estimated Total Assessment	Cost Per Parcel
Rangeland	734	85,884	\$1.00	\$0.010	\$1,593	\$2.17
Dryland Agriculture	982	306,939	\$3.00	\$0.025	\$10,619	\$10.81
Irrigated Agriculture	2,530	270,523	\$3.00	\$0.025	\$14,353	\$5.67
Non-Ag Rural	13,550	45,670	\$2.00	\$0.010	\$27,557	\$2.03
Urban	48,469	46,969	\$3.00	\$0.010	\$145,877	\$3.01
Totals	66,265	755,985			\$199,999	

Treasurer's Fee @ \$0.20/parcel Net to BCD \$13,253 \$186,746

Proposed (2013 - 2017)

Land Use Classifications	No. of Parcels	No. of Acres	Parcel Rate	Acre Rate	Estimated Total Assessment	Cost Per Parcel
Rangeland	734	85,884	\$1.00	\$0.010	\$1,593	\$2.17
Dryland Agriculture	982	306,939	\$2.50	\$0.025	\$10,128	\$10.31
Irrigated Agriculture	2,530	270,523	\$2.50	\$0.030	\$14,441	\$5.71
Non-Ag Rural	13,550	45,670	\$3.00	\$0.010	\$41,107	\$3.03
Urban	48,469	46,969	\$2.85	\$0.010	\$138,606	\$2.86
Totals	66,265	755,985			\$205,875	

Treasurer's Fee @ \$0.20/parcel Net to BCD \$13,253 \$192,622

Difference (\$) \$5,876
Difference (%) 3.1%

Board of Supervisors

Jack Clark, Chair Danny Downs, Vice Chair
Mike Sackschewsky, Auditor
Larry Cadwell, Member Nicole Berg, Member

BENTON COUNTY
Shoreline Master Program Update
PUBLIC PARTICIPATION PLAN

June 2012



***Public Participation Opportunities Related to the Update of
Benton County's Shoreline Master Program.***



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1.0 INTRODUCTION

Benton County is updating its Shoreline Master Program (SMP) to comply with the Washington State Shoreline Management Act (Act) and current state shoreline master program guidelines. The County's initial SMP was adopted by the Department of Ecology on April 25, 1974, and has not been updated since that time.

This Public Participation Plan describes the steps that Benton County will take to involve the community in decisions regarding the SMP update. The goal is to provide the public with timely information, an understanding of the process, and opportunities to review and comment on update decisions before they are adopted. Benton County views this Public Participation Plan as establishing the basic public involvement processes that will be utilized during the SMP Update Program. Other public participation activities may be put into practice without changing the plan.

2.0 BACKGROUND

To improve and protect state shoreline areas, the Washington Legislature passed the Shoreline Management Act in 1971 (Chapter 90.58 RCW). The public adopted the Act in a 1972 referendum vote.

The Shoreline Management Act applies to rivers with mean annual flow greater than 20 cubic feet per second (cfs), lakes greater than 20 acres, and marine waterfronts, as well as associated shorelands, wetlands, floodways, and portions of floodplains. The law has three main purposes:

- Encourage reasonable and orderly development of shorelines, with an emphasis on water-dependent and water-related uses that control pollution and prevent damage to the natural environment.
- Protect the natural character of Washington shorelines, the land, vegetation, wildlife, and shoreline environment.
- Promote public access and provide opportunities to enjoy views and recreational activities in shoreline areas.

To regulate shoreline development, the state law established a cooperative relationship between local governments and the Washington State Department of Ecology (DOE). The DOE provides shoreline master program guidelines (Chapter 173-26 WAC) to local governments outlining the essential elements their individual shoreline master programs must address to comply with the Shoreline Management Act. The guidelines set minimum procedural and substantive standards for local governments updating their programs. The guidelines now in place resulted from a negotiated settlement between business interests, ports, environmental groups, shoreline user groups, cities, counties, DOE, and the courts.

There are three basic policy areas to the Shoreline Management Act: shoreline use, environmental protection, and public access. The Act emphasizes accommodation of reasonable and appropriate uses, protection of shoreline environmental resources, and protection of the public's right to access and use the shorelines (RCW 90.58.020).

Shoreline Master Programs

Under state law, Washington's 39 counties and more than 200 cities and towns that have shoreline areas covered under the Act must develop these individual, locally-tailored programs to guide construction and development in regulated shoreline areas.

The Legislature appointed Ecology as the agency responsible for ensuring statewide policies are upheld and implemented when local SMPs are adopted. Under the Shoreline Management Act, a locally approved program must meet state guidelines. Once an updated program receives approval at the local and state levels, the state becomes a full partner in defending any legal challenges to the updated program. Ecology is required by law to prepare and adopt master program updates for any local jurisdiction that fails to update their SMP. So, if the County does not proceed with a SMP update much of the opportunity for local determination of how to regulate shoreline areas would be diminished.

Adopted SMPs contain policies and regulations that assure at a minimum that there will be no net loss of ecological functions that are necessary to sustain shoreline natural resources, when permitting new shoreline developments and activities (WAC 173-26-186 (8)). The existing condition and character of the shorelines of the County is established during the SMP update process and used as a basis to assure that new developments and/or uses are designed or mitigated so not to cause further impact or degradation to the existing ecological functions of the shorelines. Shoreline master programs help the County avoid or lessen environmental damage as shoreline areas are developed. The County's challenge is to maintain shoreline ecological functions while allowing appropriate new development, ensuring adequate land for preferred shoreline uses, and providing and enhancing public access.

Development and update of the Benton County Shoreline Master Program begins with an inventory and analysis of all shoreline areas in County jurisdiction. Based on current conditions and long-term needs, SMPs reserve appropriate areas for water-oriented uses. They promote public access opportunities. Shoreline master programs include requirements for new development to avoid environmentally sensitive areas (e.g., wetland, landslide, and flood areas). More than simply a plan, an SMP combines local plans for future shoreline development and identifies areas for restoration and preservation when appropriate. They include statewide as well as local policies and related specific permitting requirements.

Whenever we build in our shoreline areas, we transform a unique and precious aspect of our natural environment. We clear native vegetation, introduce invasive species, build bulkheads, armor shoreline banks, and put in driveways, roads, roofs and other impervious services. Shoreline master programs are critical because they establish each community's goals for its shoreline areas and implement policies and regulations to:

- Help protect water quality for our river and stream systems.
- Increase protection of lives and property from flood and landslide damage.
- Protect critical habitat as well as fish and wildlife.
- Promote recreational opportunities in shoreline areas.

Benton County Shorelines

The geographic scope and jurisdiction of the County's SMP update includes approximately 411 miles (calculated single banks) of shorelines (Map 1, page 6), principally along the Columbia and Yakima Rivers. These shorelines include rivers and streams with mean annual flow over 20 cfs. The shoreline jurisdiction extends 200 feet landward of these waters and additionally includes associated wetlands, floodways, and up to 200 feet of floodway-contiguous floodplains. The cities of Richland, West Richland, Benton City and Prosser are also in the process of updating their SMPs, with Kennewick completing their update in 2009.

Update of the SMP will include several steps, each of which will require providing the public with information and receiving their input. The major steps will include preparing a shoreline inventory and analysis; analyzing and designating shoreline environments; drafting shoreline policies and regulations; developing a restoration plan for selected areas; assessing cumulative impacts; and completing the required environmental review process. At the conclusion of the update process, all of the draft documents prepared in the earlier steps will be advanced and refined into a Final Benton County Shoreline Master Program.

Funding and Timeline

The Act requires the state to provide "reasonable and adequate" funding for SMP updates. Benton County and its cities have been awarded Update grants in the current state budget cycle. The amount of funding is based on a number of factors including, but not limited to: miles of shoreline in each jurisdiction, number and complexity of kinds of shoreline (streams and rivers), population, and growth rate. Benton County has received a \$250,000 state grant from the Washington Department of Ecology to assist with the SMP update. The grant agreement contract was finalized in February 2012 and the effective period of the agreement is from July 1, 2011 through June 30, 2014. Under the grant agreement, the County has three years (through June 30, 2014) to locally adopt and submit the completed update to Ecology for approval.

3.0 PUBLIC PARTICIPATION GOALS

Benton County's SMP needs to reflect the long-term desires of the communities residing, doing business in, or otherwise utilizing the shoreline area for the preferred uses and allocation of the County shoreline areas. A SMP has to balance honoring private property use rights with shoreline public access. The guidelines provided by DOE set the standards for what must be included in an SMP, and will be used to evaluate the resulting document relative to the standard of "No Net Loss of Ecological Functions" being achieved. The County actively encourages participation by interested citizens throughout all phases of the SMP development.

Benton County recognizes that early and continuous public participation is critical to the update and ultimately the successful implementation of the SMP. All public outreach and public events related to SMP development will be documented.

The following are Public Participation Goals and Objectives to be used to guide the County's SMP Update.

Goal: Be open and inclusive.

- *To ensure that public input is incorporated into the decision-making process.*
- *Respond to input that is received and demonstrate the use of public comment.*
- *To ensure public opportunities to provide data regarding public access or other local shoreline information.*

Goal: Identify the most effective opportunities for public participation.

- *Provide public input opportunities at specific project intervals, prior to decision-making.*
- *To ensure the best use of the public's time on issues of greatest concern.*
- *Keep current information about SMP development status available to the public for review and comment.*
- *Coordinate public comment opportunities with related laws (e.g. SEPA and GMA).*

Goal: Actively involve and encourage participation of all persons and entities having interest (RCW 90.58.103) early in the process, with continued communication and feedback throughout the process.

- *Broadly and regularly disseminate SMP materials and meeting notices, and seek written and verbal input at the same intervals (RCW 36.70A.140; WAC 365-195-600).*
- *Provide the public with a range of input opportunities.*

Goal: Coordinate the SMP Update Program with cities (Prosser, West Richland, Richland and Benton City) efforts.

- *Identify opportunities to coordinate on mutual processes or projects (UGAs) materials.*
- *Share Program Update schedules, meeting agendas, and feedback received with cities.*

Goal: Consult and consider recommendations from State-wide agencies and tribes, particularly with regard to resources and/or shorelines of statewide-significance.

- *Provide review opportunities to these key parties (WAC 173-26-251).*

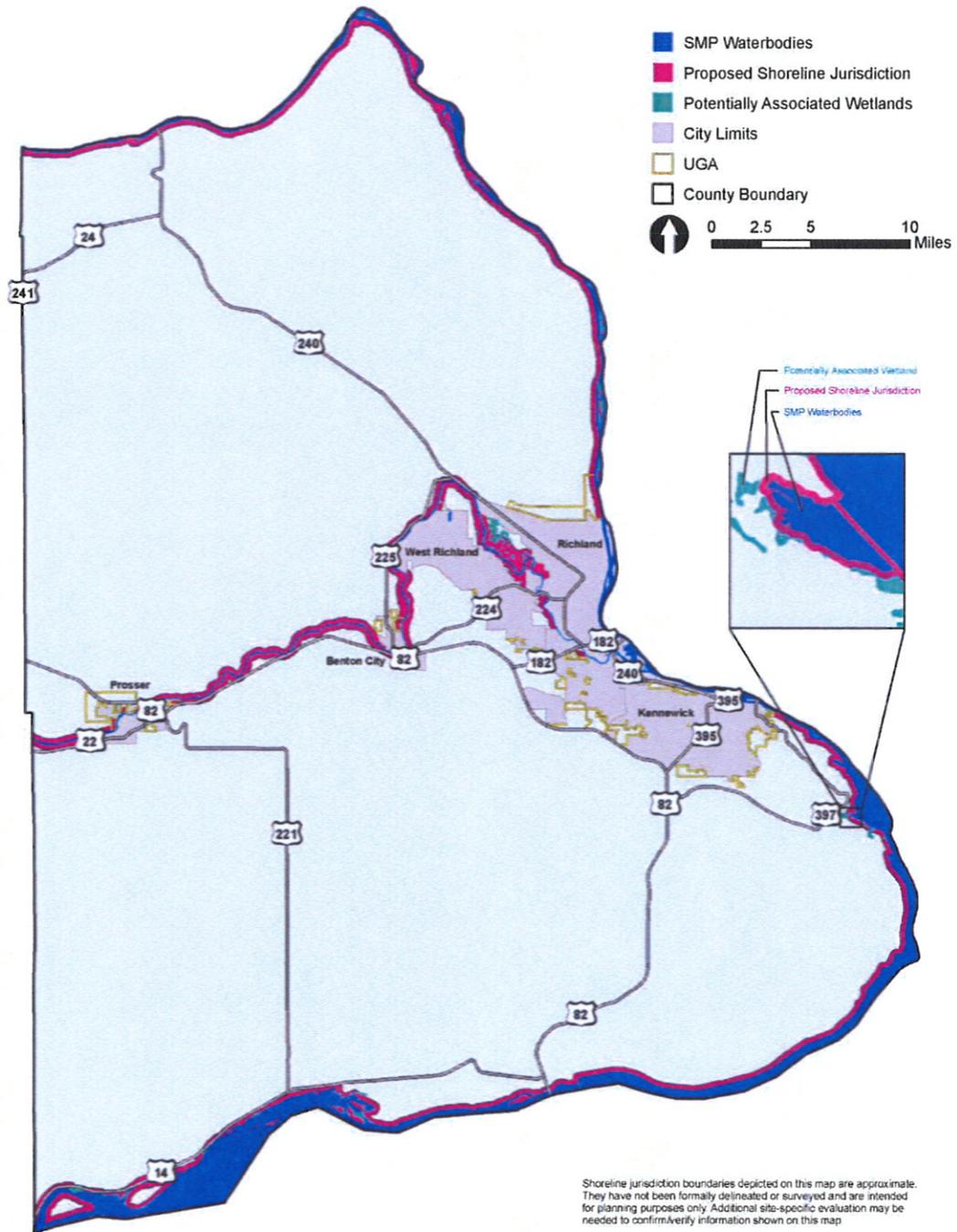
Goal: Promote an understanding about the SMP update requirements

- *Establish a strategy to educate key parties about the SMP update process and requirements.*
- *Demonstrate a clear analysis of issues by providing information and conclusions.*

Goal: Evaluate the public participation process throughout the life of the Program.

- *Ensure effectiveness of the public participation efforts through periodic monitoring of the program.*

MAP 1. BENTON COUNTY PRELIMINARY SHORELINE JURISDICTION



4.0 WORK PLAN AND TIMELINE

The "Scope of Work" for the SMP update consists of five phases which are more specifically described in the Benton County SMA Grant Agreement No. G1200022 and outlined in the following Chapters 4.1 through 4.5. The Phases and required tasks follow the general project timeline shown in Figure 1 (pg.10). Some of the phases and specific tasks included will overlap in time and may be completed simultaneously with other tasks. Some tasks are repeated (e.g., analyzing cumulative impacts, developing regulations) and may involve various steps conducted at different times in the process before they are completed. Figure 2 (pg.11) provides a flow chart of components of the public participation process.

4.1 Phase I – Preliminary Shoreline Jurisdiction & Public Participation Program

Benton County will incorporate public participation in all phases of the SMP process, document public participation efforts (e.g., public meetings, community events) and keep a record of public comments received. The County will prepare quarterly progress reports identifying progress by work task, documentation of public involvement efforts, and identifying completed tasks. Phase I includes the identification of the County's preliminary shoreline jurisdiction. Benton County will define shoreline jurisdiction, which will identify the approximate boundaries where the SMP will apply. This will be shared with the public at open houses held during Phase 1.

Throughout the SMP update process, Benton County will seek to identify and encourage participation of individuals, groups, organizations, and other entities having useful scientific, technical, or cultural information; having interests or responsibilities relating to shorelines of the state; or having any special expertise with respect to any environmental impact.

4.2 Phase II - Shoreline Inventory, Analysis, & Characterization

In 2012, Benton County will collect existing shoreline data from a variety of sources for the shorelines identified on Map 1 (pg. 6). This information will then be analyzed and portrayed on maps, tables, and illustrations in a way that characterizes the shorelines' ecological conditions. The shoreline inventory and characterization will provide the scientific and technical foundation from which the remainder of the SMP update process will evolve. This work will result in preparation of a Shoreline Inventory and Characterization Report that includes maps and provides an analysis of the inventory data, ecosystem characterization and shoreline functions, and shoreline use and public access findings to support the update of the SMP.

4.3 Phase III –Draft Shoreline Master Program, Cumulative Impacts Analysis, & Restoration Plan

Once the shoreline inventory and characterization, preliminary restoration planning, preliminary cumulative impacts analysis, and first round of regional public forums (see Section 5.3) are completed, the County will use this information to initiate drafting of preliminary SMP elements (Phase III). This phase is anticipated to start in early 2013 and last for 7-8 months. It includes

drafting goals, policies, shoreline environmental designations, and recommendations related to shoreline uses, environmental protection restoration, and public access.

In addition, an initial review of cumulative impacts of the preliminary SMP elements and draft restoration plans to address state requirements to assure that the SMP will achieve no net loss of shoreline ecological functions. Phase III will culminate in regional public forums scheduled for spring of 2013.

Phase III will include preparation of a draft **SMP Integration Report** to address issues of consistency and coordination between the SMP update and other plans and regulations applicable to shoreline areas including, but not limited to: comprehensive plan and development regulations (e.g., critical areas code, zoning), watershed plans, natural hazard plans, floodplain management plans, park and open space plans, and salmon recovery plans.

4.4 Phase IV – Review and Revise Draft Shoreline Master Program and Reports

In Phase IV, the preliminary SMP update elements and restoration plans will be reevaluated and revised as necessary based on public comment and the findings of the cumulative impact analysis to assure that they are adequate to achieve no net loss of ecological functions. Benton County will prepare a complete draft SMP. The complete draft SMP will be presented and public comment taken at regional public forums (see Section 5.3). Phase IV is anticipated to start by late-2013.

4.5 Phase V – Local Shoreline Master Program Adoption Process

The final phase of the SMP update process includes public hearings by the Benton County Planning Commission and Board of County Commissioners, and these hearings are anticipated in the spring of 2014. This process will also include a final review of the Draft SMP under the State Environmental Policy Act (RCW 43.21C). All comments received during the public hearing and public comment period will be compiled. The Board of Benton County Commissioners will adopt an updated SMP by ordinance following a public hearing, consistent with the requirements of WAC 173-26-100. A Notice of Adoption will be published in the local newspaper of record and Benton County will submit the adopted Draft SMP to Ecology for review and approval.

5.0 BENTON COUNTY PUBLIC MEETINGS AND HEARINGS

The Benton County Planning Department, Benton County Planning Commission, and Board of County Commissioners are the primary staff, advisory body, and decision-making body responsible for the SMP update and implementation of this public participation plan. Public meetings and hearings to be held by the Planning Commission, Board of County Commissioners, and Planning Department are described below. Benton County may also hold other public forums, open houses, and meetings as the SMP update process proceeds.

5.1 Planning Commission Public Meetings

The Planning Commission (PC) is designated by the Benton County Code as the responsible citizen panel for advising Benton County on comprehensive plans and land use issues. Accordingly, the PC will evaluate input received from the shoreline advisory committee, conduct supplemental public outreach as part of a legislative process, and develop its own recommendations guiding the SMP Update. Benton County Planning staff and other providers as contracted by the County will perform research and analyses, report preparation, and facilitation of the workshops, meetings and hearings. These meetings will be designed to help the PC with the task of recommending a draft SMP to the Board of County Commissioners and to present information to the public and receive public comment throughout the SMP update process.

Public meetings will occur quarterly when possible and additional meetings may be scheduled as needed, to provide SMP update project status reports and to present work products including:

- Shoreline Inventory and Characterization Report
- Preliminary Shoreline Restoration Plan
- Community Visioning Report
- Preliminary Draft SMP Elements (goals, policies, environmental designations)
- SMP Integration Report
- Cumulative Impact/No Net Loss Analysis

Regularly scheduled monthly PC meetings may be utilized for SMP updates throughout all Phases of the program. All PC meetings are open to the public, and a general public comment period will be provided.

PC regular-meetings are held on the second Tuesday of each month at 7:00 p.m., in the Benton County Planning Department Hearing Room, 1002 Dudley Avenue in Prosser, Washington. Meetings or hearings regarding the SMP can be found on the County's web site at: <http://www.co.benton.wa.us/> by going to the Planning Department page and accessing the Shoreline Master Plan (SMP) button. Information may also be obtained from the Benton County Planning Department during normal business hours at 1002 Dudley Avenue in Prosser, or by calling (509) 786-5612.

5.2 Benton County Commissioner Public Meetings

The Board of County Commissioners will hold public meetings throughout the SMP update process. Public meetings may occur quarterly and additional meetings may be scheduled as needed to provide SMP update project status reports and information.

The Board meets at 9:05 a.m. on Tuesdays, in the Commissioners Hearing Room in the Benton County Courthouse at 611 Market Street in Prosser, WA, 99350. The meetings are open to the public and a general public comment period is provided. The public is also invited to the Board's work sessions, which are scheduled on Wednesdays starting at 9 a.m. These meetings are designed to prepare the commissioners to make decisions on local issues.

FIGURE 1. SHORELINE MASTER PROGRAM UPDATE TIMELINE
 2012-2014 BENTON COUNTY SCOPE OF WORK

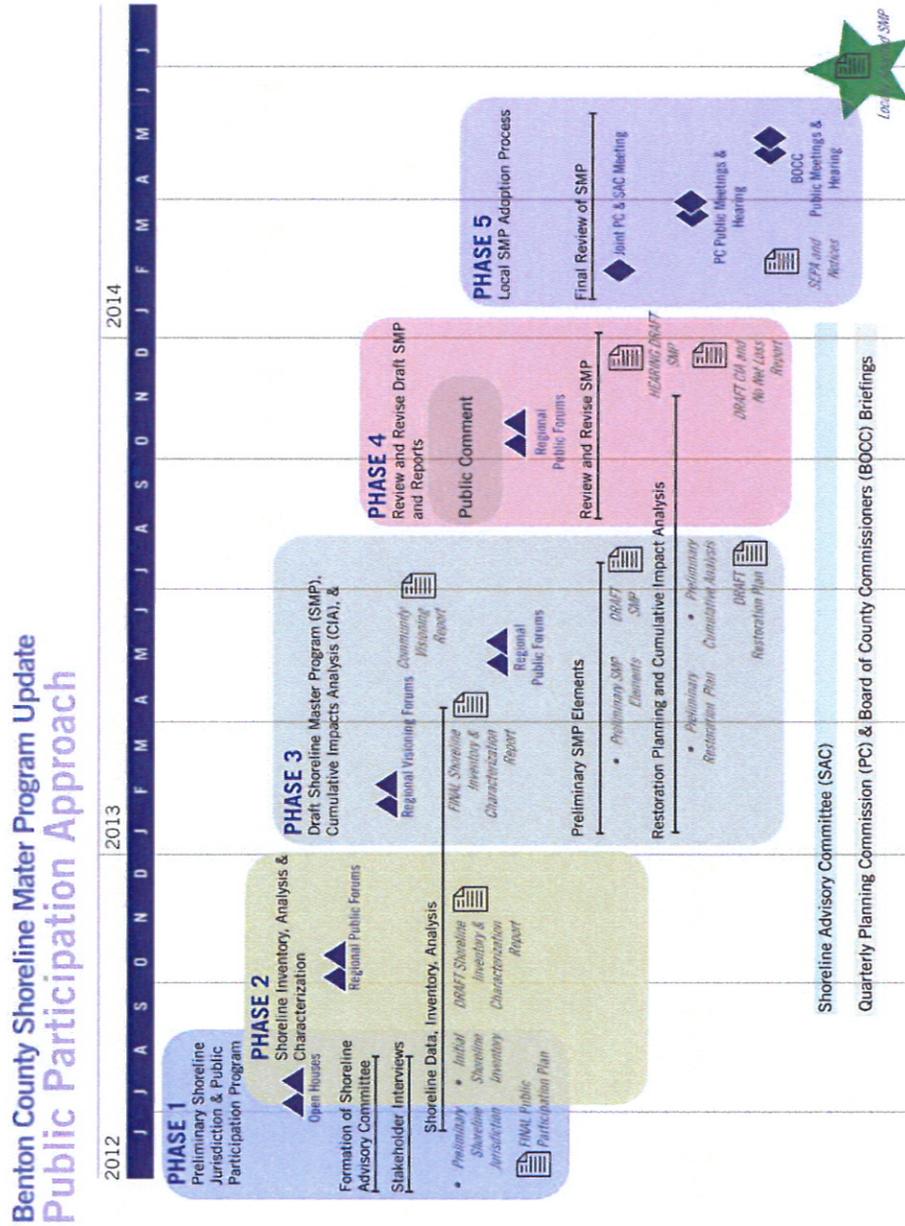
Phases	Task Description	Quarter Jan-March 2012	Quarter Apr-June 2012	Quarter July-Sept 2012	Quarter Oct-Dec 2012	Quarter Jan-March 2013	Quarter Apr-June 2013	Quarter July-Sept 2013	Quarter Oct-Dec 2013	Quarter Jan-Mar 2014	Quarter Apr-June 2014
All	Coordination (Ecology, Jurisdictions, Agencies)										
All	Secure Consultant Services										
All	Public Participation										
	Open House (2)										
*	Regional Public Forums										
	SEPA Review Process									*	*
1	Preliminary Shoreline Jurisdiction & Public Participation Plan										
	Identify Preliminary Shoreline Jurisdiction & Map										
	Develop Public Participation Plan										
2	Shoreline Inventory, Analysis, & Characterization										
	Conduct Shoreline Inventory										
	Conduct Shoreline Analysis										
	Characterization of Shoreline Ecosystem Process & Function										
	Conduct Shoreline Use Analysis and Identify public access opportunities										
	Prepare Inventory and Characterization report										
3	Draft Shoreline Master Program (SMP), Cumulative Impacts Analysis (CIA), & Restoration Plan										
	Conduct Community Visioning Process										
	General Goals, Policies, and Regulations										
	Develop Environment Designations										
	Develop Draft Admin. Policies, Regs and Standards for uses and modifications										
	Draft SMP Integration Report										
	Final Administrative Provisions										
	Prepare Draft Cumulative Impact/No Net Loss analysis										
	Final Cumulative Impact/No Net Loss analysis										
4	Review and Revise Draft SMP and Reports										
	Prepare Draft Restoration Plan										
	Final Restoration Plan										
	Revisit draft environment designations, policies, and regs and finalize maps										
	Demonstrate how no net loss (NNL) is achieved										
5	Local SMP Adoption Process										
	Complete SEPA Review and documentation										
	60-day Notice of Intent to Adopt										
	Planning Commission (PC) Hearing										
	Board of County Commissioners (BOCC) Public Hearing										
	Public Comment response summary										
	BOCC Final Action										
	Submit Adopted Plan to Ecology										
6	State Approval										July-Sept 2014

* For a complete SOW see SMA Grant Agreement No. G1200022 between Benton County and Department of Ecology

FIGURE 2 - SMP PUBLIC PARTICIPATION PLAN Flow Chart



FIGURE 3. PUBLIC PARTICIPATION PROGRAM DIAGRAM



Board work session and regular meeting agendas are generally available each Tuesday prior to the following week's scheduled meetings. They are posted on the County's web site at: <http://www.co.benton.wa.us/> or can be obtained by from the Commissioners' Office during normal business hours at the Benton County Courthouse in Prosser or by calling (509) 786-5600.

5.3 Regional Community Shoreline Open House/Forums

Open House

Benton County will host two Open House events to introduce the Shoreline Master Plan Update Program to the County Residents. These venues will be held in east and west Benton County, in the communities of Prosser and Kennewick. The Open House events will be used to familiarize the public with the State requirements of the SMP Update and the Program's schedule and public participation process. Interested parties are encouraged to attend one of the scheduled "Open House" venues where they can gather available information, sign up for advisory group participation, or be placed on email or mailing list for future program products or participation.

Regional Shoreline Forums:

The County will hold regional shoreline forums at key points in the process to present information to the public, answer questions, and collect input. The perspectives gathered from such efforts will be documented and included in discussions with advisory groups, the Planning Commission, or Board of County Commissioners. The regional forums will be held in east and/or, west Benton County, in the communities of Prosser and Kennewick. The Forums will target the rural residents of the five Planning areas of Benton County: Prosser/Whitstran, Benton City/Kiona, Richland West/Richland, Kennewick/Finley and Paterson/Plymouth, with special focus on the County's three Watershed Resource Inventory Areas (WRIAs): Alkali-Squilchuck; Lower Yakima; and Rock-Glade (Shown on Map 2, pg. 17). The uses, demographics and issues found in each of the County's five planning areas are unique and reflect the diverse views of the rural citizenry. All Forum venue locations, dates and times will be published in the local Tri City Herald newspaper and notices sent out via mail or email to interested parties maintained on the respective SMP mailing lists.

Regional Forums - Community Visioning:

Benton County will hold regional community visioning forums in the spring of 2013 that will invite and encourage citizen participation to help determine goals for future use of the shoreline. This process will be conducted in conjunction with respect to the findings of the shoreline inventory and characterization report. The visioning process will identify shoreline issues and opportunities. It will result in a community visioning report that will contain strategies for shoreline uses, public access, resource protection, and restoration that is consistent with SMA policy and SMP Guidelines objectives.

Regional Forums – Preliminary SMP Preparation:

County will hold regional forums in spring/summer of 2013 on preliminary draft SMP preparation products developed, including presentation of draft goals, policies, designations, regulations, and other recommendations, draft restoration plan elements, and preliminary cumulative impacts/no net loss analysis.

Regional Forums – Draft SMP:

County will hold regional forums in early 2014 on a complete draft SMP. This will provide opportunities for public review and comment on draft SMP prior to formal hearings before the Planning Commission and Board of County Commissioners.

5.4 Public Hearings

Benton County will hold public hearings prior to final adoption of the SMP update. The Planning Commission will hold at least one public hearing on the draft SMP updates and following the public hearing process will make a recommendation to the Board of County Commissioners. The Board will consider the Planning Commission recommendation and public comments received. The Board will hold a public hearing prior to local adoption of the draft SMP. The draft SMP will be made available for public review a minimum of 30 days prior to the scheduled hearing. Public hearings are anticipated to be scheduled in spring of 2014.

All public hearings scheduled before the Planning Commission and Benton County Commissioners will be held after effective notice and include opportunities for oral and written comment. All persons desiring to speak will be allowed to do so, consistent with time constraints. All comments and recommendations of the public will be considered. Adequate time should be provided between the time of any public hearing and the date of adoption to evaluate and respond to public comment. A summary of public comments and an explanation of what action was taken in response to them will be included in the record of adoption of the plan.

5.5 Record of Meetings

Benton County Planning Commission and Board of Benton County Commissioners public meetings and hearings will be audio recorded and meeting minutes prepared.

6.0 PUBLIC INVOLVEMENT STRATEGIES

In addition to the Benton County scheduled public meetings and hearings (see Section 5.0), other opportunities for public involvement and comment will be provided throughout the SMP update process. The following steps will be taken to exchange information and to encourage broad and diverse public involvement throughout the SMP update:

6.1 Shoreline Advisory Group

One advisory group will be formed, with representation by local residents and landowners, agricultural, environmental, recreational, business and industrial groups, Tribes, and local, state, and federal agencies.

Benton County staff will consult with the advisory group for technical and policy input throughout Phases 1-4 of the SMP update process described in Section 4.0 of this Plan.

6.2 Treaty Tribes

While these governments are often parties to the groups listed in 6.1 above, as separate government entities with treaty rights to the fisheries and may have co-manager roles that include fish habitat concerns, the County will consult with the treaty tribes Yakama Nation, Umatilla Nation, and others within Benton County on SMP language and notice

them of public forums and meetings regarding the SMP.

It is understood that treaty tribes within Benton County have an interest in shoreline protection in their Usual and Accustomed Fishing Grounds and Areas, and should be included in discussions in regard to the SMP update. Treaty tribes will be invited to participate in the Shoreline Advisory Committee.

6.3 Additional Jurisdiction Coordination

Benton County will coordinate the SMP update with the cities of Prosser, Richland, West Richland, Kennewick and Benton City, to promote consistency between County and City shoreline master programs and to establish urban growth area SMPs that are compatible with countywide shoreline goals and with the goals of the respective city.

Benton County will also collaborate with agencies adjacent to the County with shoreline jurisdiction including but not limited to: WA Department of Natural Resources, WA Department of Fish and Wildlife, WA State Parks, Department of Energy (Hanford), and US Army Corps of Engineers.

6.4 Shoreline Property Owners

Shoreline property owners are important stakeholders in the SMP update. Benton County will develop a mailing list of shoreline property owners based on available tax records and landowner requests. The list will be used by the County to notify shoreline owners by mail or email list how they can stay informed, be involved, and provide comment throughout the SMP update process. Shoreline property owners will also be notified of the Benton County regional public forums and public hearings.

6.5 Additional Outreach Strategies

The County will notify, encourage participation, and seek input related to SMP Update phases from other known entities having interests in shoreline use including, but not limited to, recreation, environmental, conservation, realtor associations, private property rights groups, builder associations, and civic organizations. Methods of notification and information dissemination are outlined in Section 8.0 below. A preliminary list of stakeholders is included in Appendix A.

The County will also identify other means of public outreach such as information sharing at local community events to inform residents and interested parties and garner public participation in the SMP Update process.

7.0 WRITTEN COMMENTS

Written comments are welcome throughout the SMP update process. Send comments to: Benton County Planning, RE: SMP Update, P O Box 910 Prosser, WA. 99350.

8.0 PUBLIC NOTICES AND INFORMATION DISSEMINATION

Benton County will use a variety of methods to inform the public about upcoming public meetings, availability of maps, relevant planning documents and reports, and important milestones related to the SMP Update including, but not limited to:

1. Internet Website: Benton County will establish and maintain a Shoreline Master Plan

Update web site for the Update Project where interested County residents may go for informational updates; i.e., hearing meeting and adoption notices, agendas, and other project information. The website will provide communication access to staff and will be consistently updated with project details and include current issues and meetings notice information under the "Upcoming Events" section. Follow the SMP Update link on the Planning Department homepage at: <http://www.co.benton.wa.us>

2. **Email List:** Benton County will maintain an email distribution list that will include identified representatives from known agencies, tribes, neighboring jurisdictions, and other organizations that have interests or responsibilities relating to shorelines and any other individual or group that requests to be notified by the email distribution list. Communication via email will be the primary communication used to provide efficient and timely information necessary to allow County Residents and interested parties early and continuous public participation. Periodic project announcements and public notices of upcoming public meetings will be sent out via the email distribution list. Individuals and organizations wishing to be notified by the email should direct their request to: SMP@co.benton.wa.us
3. **Shorelines Mailing List:** Individuals and interested parties may request to be notified via mail by sending their name and address to: Benton County SMP Update, P.O. Box 910, Prosser, WA. 99350, or by calling (509)786-5612 in Prosser, or (509) 783-3086 from the Tri City Area.
4. **News Releases:** Benton County will issue news releases announcing public meetings, hearings, and comment periods to local media including, but not limited to: the Tri City Herald, Yakima Herald and Prosser Record Bulletin Newspapers; TV stations, KNDU, KEPR, KVEW; and local radio, National Public (NPR) and KONA radio.
5. **Legal Notices:** Legal public notice of all public hearings will be published under "Legals" in the Tri City Herald.
6. **SMP Update Project File:** An official project file will be available for public inspection during regular business hours (Monday thru Friday 8:30 to 4:30 p.m., except holidays) at the Benton County Planning Department, 1002 Dudley Avenue, Prosser, WA. 99350.

9.0 CONTACTS

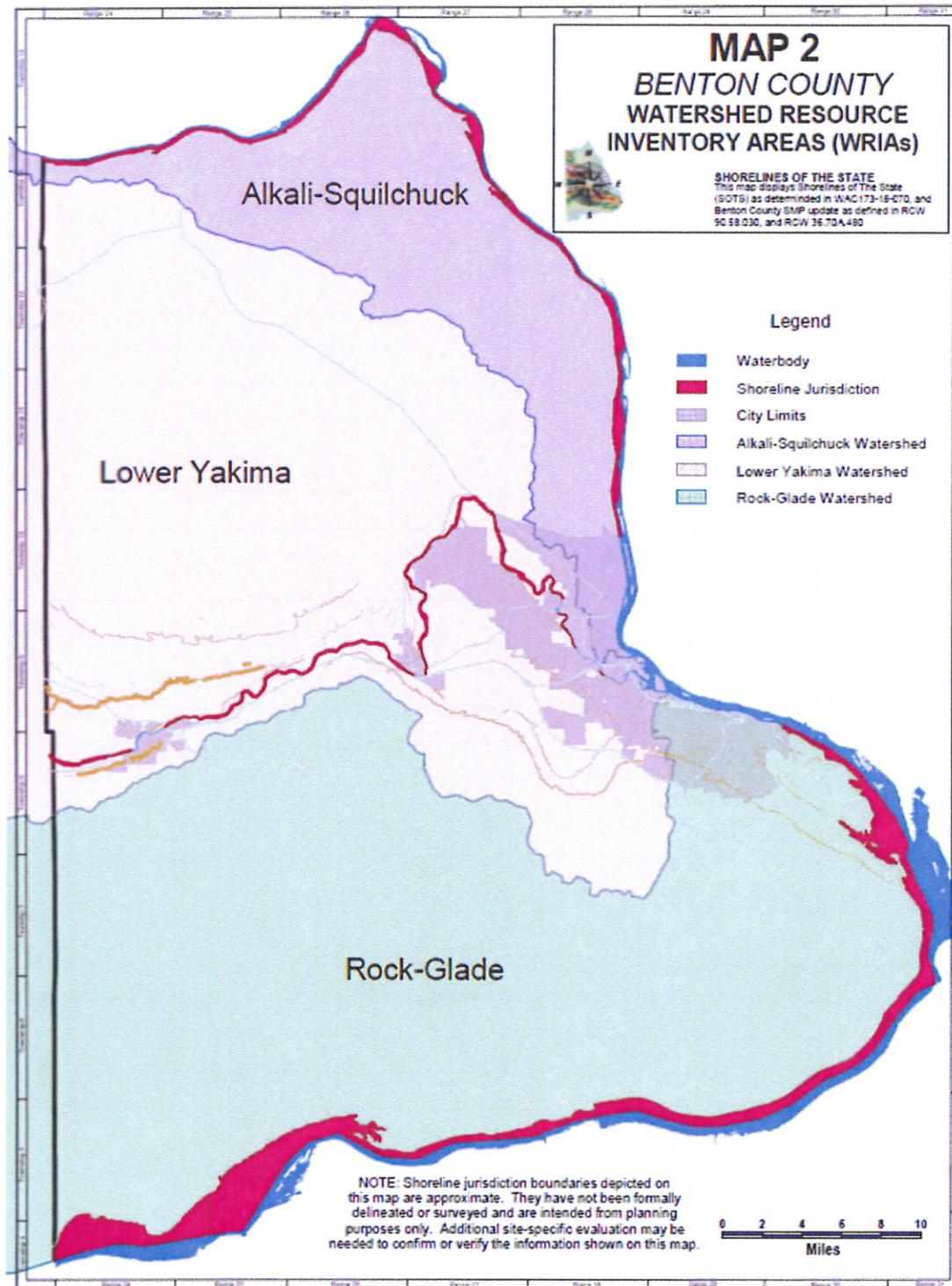
Benton County Planning Department
ATTN: SMP Update Project Team
P. O. Box 910
Prosser, WA. 99350

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MAP 2. WATERSHED RESOURCE INVENTORY AREA (WRIA) DESIGNATIONS
 (see Map 1 for more current Shoreline Jurisdiction boundaries)



Appendix A Preliminary Stakeholders List

Rural Residents
Property Owners
Interested Parties
Benton Conservation District (BCD)
Irrigation Districts
Rural Electric/Power
Home Builders Association
NW Indian Fisheries Commission
Recreational Fishing/Hunting Groups
Tribes
Port
Private Business
Agriculture Interests
Nature Conservancy
Rivers to Ridges
Benton County Audubon
WSU Benton County Extension
US Army Corps of Engineers
WA Department of Natural Resources (WDNR)
WA Department of Fish & Wildlife (WDFW)
WRIA Watershed Planning Representatives
WA State Parks