

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, March 6, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

- ❖ February 22, 2012
- ❖ February 28, 2012

Review Agenda

Consent Agenda

Commissioners

- a. Appointment to the Benton County Diking District #1

Human Services

- b. Support of Services to Meet Goals Through Benton County Affordable Housing Program
- c. Agreement w/Catholic Family & Child Service of the Tri-Cities to Fund Tenant Rental Assistance Program

Juvenile

- d. Contract w/Desertgreen Lawn and Tree Care, LLC
- e. Superior Court Agreement Termination w/L Magan

Personnel

- f. Payment Authorization to Western States Insurance Agency
- g. Line Item Transfer, Fund No. 0504101, Dept. 000

Prosecuting Attorney

- h. Collective Bargaining Agreement w/AFSCME Local 2658B, Representing Appraisers

Public Works

- i. Franchise Application Approval for Public Utility District No. 1
- j. WA St Dept of Transportation Inspection of Bridges; Rescinding Resolution 2011-484
- k. Authorization to Schedule Bid Date for the Purchase of Refined Petroleum Products

Sheriff

- l. Rescinding Resolution 2012-051 w/Regards to Purchases from Zep Sales & Service
- m. Technical Support Agreement w/Efficiency Inc. to Support Interrogation Equipment

Agenda – Board of County Commissioners

March 6, 2012

Page Two

9:05 AM Public Hearing:

Zayo Group LLC Franchise – S Schuetze

Scheduled Business:

Final Plat of Cottonwood Commercial Plaza SUB 11-02 – M Shuttleworth

Consolidated Homeless Grant – E Thornbrugh

Unscheduled Visitors

Board Assignment Update

MINUTES

BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS

Special Bi-County Board Meeting
Wednesday, February 22, 2012, 3:30 p.m.
Commissioners' Conference Room
Benton County Justice Center, Kennewick, WA

Benton County

Present: Chairman Jim Beaver
Commissioner Shon Small
Commissioner Leo Bowman
Clerk of the Board Cami McKenzie

Employees Present: Ed Thornbrugh, Keith Mercer, Linda Ivey, Ryan Brown

Franklin County

Present: Chairman Brad Peck
Commissioner Rick Miller
Commissioner Bob Koch
County Administrator Fred Bowen

Human Services - Community Development Block Grant – Public Services Grant

Ed Thornbrugh presented information on the Community Development Block Grant. He said that Benton-Franklin counties were in the category for “non-entitlement counties” for public services and so were entitled to apply for the grant to extend services to these areas.

He indicated that Benton-Franklin Community Action Committee was already identified as the sub-recipient and the counties needed to agree which county would act as lead local government and then appoint a department to administer the grant.

Chairman Brad Peck asked why they should not split and apply for two grants and receive two administrative fees. Judith Gidley, Benton-Franklin CAC, gave background information on allocation of the money; originally Franklin County used to receive the money and Benton County did not participate. She said that \$25,000 was allocated to Benton-Franklin as base funding and the rest was based on unemployment and other criteria. She said they would not go back and divide the money again because it was final at that time and there would only be one administrative fee in the amount of \$3,000.

MOTION: Benton County Chairman James Beaver moved to go forward with the application process for the Community Development Block Grant for funding. The motion was seconded and upon vote carried unanimously.

Franklin County Chairman Brad Peck asked about the responsibility of the lead county as it applied to a subcontract with CAC, monitoring performance of the contract, conducting the public hearing, and the decision to reapply or not apply.

Mr. Thornbrugh indicated it would be the responsibility of lead department as appointed by the Boards.

MOTION: Franklin County Chairman Brad Peck moved to go forward with the application process for the Community Development Block Grant for funding. The motion was seconded and upon vote carried unanimously.

Commissioner Bob Koch suggested the funds should come to Benton County since revenue funds for Human Services were already in Benton County. Seeing no objection, the Franklin County Board agreed.

MOTION: Franklin County moved and seconded to request that Benton County fulfill the role as lead-county for the Community Development Block Grant. Upon vote, the motion carried unanimously.

MOTION: Benton County moved and seconded to accept responsibility as lead-county for the Community Development Block Grant. Upon vote, the motion carried unanimously.

Benton County and Franklin County Boards concurred to have Human Services be the lead department.

With no further business, the meeting adjourned at approximately 3:50 p.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, February 28, 2012, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; 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; Clerk Josie Delvin; Jacki Lahtinen, District Court; Larry Moser, Public Works; Central Services Manager Randy Reid; Treasurer Duane Davidson; DPA Ryan Brown; Detective David Hughes; Auditor Brenda Chilton.

Approval of Minutes

The Minutes of February 14, 2012 were approved.

Review Agenda

Commissioner Bowman asked about Item “p” (Terminating Superior Court Professional Services Agreement w/R Johnston) effective December 2010 and wondered about the timing of that termination. Eric Hsu, OPD, via/videoconference said the contractor gave notice of his termination and his department treated the contract as if it had been closed. However, it was not closed officially by resolution.

Consent Agenda

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

Auditor

- a. Amended Agreement w/Ikon Office Solutions for Office Copiers

Fairgrounds

- b. Contract Amendment w/Lindstrom Construction Co., LLC Now Known As Banlin Construction, LLC Amending Resolution 2012-061

- c. Line Item Transfer, Fund No. 0124-101, Dept. 000
- d. Line Item Transfer, Fund No. 0124-101, Dept. 000
- e. Lease Agreement w/Tri Cities Rabbit Association for Spring Rabbit Show
- f. Lease Agreement w/Tri Cities Rabbit Association for Fall Rabbit Show
- g. Lease Agreement w/WA State University for 4H Poultry Seminar
- h. Lease Agreement w/WA State University for Rabbit Show Fundraiser

Human Services

- i. Grant Agreement w/Lourdes Counseling Center for Behavioral Health Services
- j. Grant Agreement w/Domestic Violence Services of Benton & Franklin Counties to Fund 24-Hour Emergency Shelter
- k. Grant Agreement w/Therapeutic Innovations and Recovery for Outreach Services
- l. Grant Agreement w/My Friend’s Place to Fund Overnight Youth Shelter
- m. Agreement w/The Salvation Army for Housing Services; Rescinding Resolution 11-767

Juvenile

- n. Adoption of Fees for Services (Parent Pay); Rescinding Resolution 05-738
- o. Line Item Transfer, Fund No. 0115-101, Dept. 171

Office of Public Defense

- p. Terminating Superior Court Professional Services Agreement w/R Johnston
- q. Line Item Transfer, Funds No. 0000-101, Dept. 136

Personnel

- r. Employee of the Month Award
- s. Line Item Transfer, Fund No. 0000-101, Dept. 127

Public Works

- t. Contract Award to Columbia Asphalt & Gravel, Inc. for Bituminous Surface Treatment
- u. Contract w/Stratton Surveying & Mapping for Short Plat Services

Sheriff

- v. Certification Report for the Federal Equitable Sharing Agreement w/Federal Government
- w. Contract w/Cascade Engineering Services, Inc. for Services on Radar & Speed Measuring Devices
- x. Contract Modification w/Dept of Energy for Law Enforcement Services
- y. Line Item Transfer, Fund No. 0000-101, Dept. 120
- z. Line Item Transfer, Fund No. 0126-101, Dept. 000
- aa. Purchase Authorization from Wingfoot Commercial Tire

Supplemental Payment to Benton County Engineer

Commissioner Bowman said the Board had entered into a contract with Franklin County for the provision of engineering services and it appeared the County Engineer was doing a lot more than originally expected. He said Benton County’s Non-Bargaining Personnel Policy allowed a temporary promotion of 5% for “out of class” assignments and he recommended the Board approve a supplemental payment to the Benton County Engineer.

MOTION: Commissioner Bowman moved to approve a resolution for a supplemental payment for the temporary assignment of the Benton County Engineer to the Franklin County Public Works Department for Engineering Services. Commissioner Small seconded.

Discussion

Commissioner Small agreed the County Engineer was working a considerable amount of time in Franklin County.

Upon vote, the motion carried unanimously.

Public Hearing – Application For Franchise - PacificCorp dba Pacific Power

Steve Becken said that PacificCorp dba Pacific Power filed a petition to continue a nonexclusive franchise for a telecommunication system and all facilities within unincorporated Benton County right of way. He said it was Public Works' recommendation to extend the franchise for another 10 years.

Testimony

Clark Satre, Regional Manager for Pacific Power, said he did not have any comments, but was available for questions.

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

MOTION: Commissioner Small moved to approve the application for franchise for PacificCorp dba Pacific Power with the listed conditions. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

Public Hearing - Ordinance Amendment – BCC 11.52.089 & 11.52.090

Mike Shuttleworth said the proposed ordinance amendments related to changing conditional use and special permit language. He said the Planning Commission held its hearing and recommended approval of the proposed ordinance.

Testimony

DPA Ryan Brown said these changes were suggested by the PA's office and they were more clarifications than changes; additionally, changing the burden to the applicant instead of the County.

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

MOTION: Commissioner Small moved to approve the ordinance amendment to BCC Sections 11.52.089 & 11.52.090 and adopt the Planning Commission's findings of fact as presented. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

Ticket Deferment Program

Detective David Hughes and Deputy Glenn Thompson gave a Powerpoint presentation on the proposed Ticket Deferment Program. Detective Hughes said that speeding was a problem and a lot of time people didn't understand the laws. The presentation included the following:

- Public Service Mission
- Benton County Safe Driver Program – traffic school (safe, aware, focused, educated on most current laws)
- Benefits the Driver, Community, Courts, County/Sheriff's Office, Deputies
- Cost of Doing Business – funding (paid for by itself) – Initial startup cost of \$8,000 that would be paid back in the first year
- Concept in Motion
 - Citation Issued; pamphlet w/application to traffic school
 - Notify courts, apply at the Sheriff's office
 - Attend school, ticket is dismissed entirely (if cancelled they deal w/ticket on their court day)
- Success
 - Since Spokane Valley started – significant reduction in first year; community support
 - If we don't do it, somebody else will – (cities)

Commissioner Bowman asked if anybody could attend (even without a citation) and Detective Hughes said they could look at developing that program.

The Board agreed with moving forward but asked for confirmation that the program was presented to other elected officials and they were in favor so that everyone was advised.

Commissioner Assignment Update

Commissioner Bowman said the Kennewick UGA legislation was moving right along and going back to the Senate for concurrence on a change. Additionally, he provided a copy of the House budget with a list of county concerns (potential of \$5.5 million hit to counties if budget was passed), although nothing was confirmed yet.

Commissioner Bowman also talked about what he considered to be his responsibilities as a Commissioner. He said the first was community vision and sharing that vision with cities and other economic development partners. He stated the second was to provide direction to staff (i.e. balance the budget). He said the Board hired competent staff (David Sparks) and it expected him to hire competent staff and/or eliminate as needed and provide resources to get that done. He said it was the Board's responsibility to let him do his job and get out of his way.

Chairman Beaver said he agreed with the vision and was here to build a better community and felt that Benton County had a conservative board. He suggested there were problems with the Benton County family but was encouraged by progress and wanted to continue to move forward.

He said his message was to stay close (talk and invite us to the meeting and that his door was still open).

Commissioner Small said there had been vandalism at the Horse Heaven Cemetery and he had contacted the Sheriff's office for extra patrol, however there was not a state law or county ordinance regarding cemetery trespass. First, he requested the Board put the cemetery under the responsibility of the Sustainable Development Department. The Board agreed.

Additionally, he requested the Board look at implementing a county ordinance regarding hours of operation that could mirror other parks. The Board agreed and directed the issue be moved forward.

Commissioner Small also requested the organizational chart for the Public Works Department be revised to have both the Public Works Manager and County Engineer report directly to David Sparks.

Commissioner Beaver suggested that if Mr. Sparks had a recommendation for an organizational change that would be beneficial, then he should bring it forward.

Vouchers

Check Date: 2/15/2012
Payroll Draw Taxes
Taxes #: 10112024
Total all funds: \$33,394.83

Check Date: 2/15/2012
Warrant #: 233701-233721
Direct Deposit #: 71677-71877
Total all funds: \$111,560.37

Check Date: 2/17/2012
Warrant #: 51995-52220
Total all funds: \$1,487,310.18

Check Date: 2/24/2012
Warrant #: 52482-52715
Wire Transfer #: 10102123
Total all funds: \$878,888.30

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

Resolutions

2012-104 Amended Agreement w/Ikon Office Solutions for Office Copiers

- 2012-105 Contract Amendment w/Lindstrom Construction Co., LLC Now Known As Banlin Construction, LLC Amending Resolution 2012-061
- 2012-106 Line Item Transfer, Fund No. 0124-101, Dept. 000
- 2012-107 Line Item Transfer, Fund No. 0124-101, Dept. 000
- 2012-108 Lease Agreement w/Tri Cities Rabbit Association for Spring Rabbit Show
- 2012-109 Lease Agreement w/Tri Cities Rabbit Association for Fall Rabbit Show
- 2012-110 Lease Agreement w/WA State University for 4H Poultry Seminar
- 2012-111 Lease Agreement w/WA State University for Rabbit Show Fundraiser
- 2012-112 Grant Agreement w/Lourdes Counseling Center for Behavioral Health Services
- 2012-113 Grant Agreement w/Domestic Violence Services of Benton & Franklin Counties to Fund 24-Hour Emergency Shelter
- 2012-114 Grant Agreement w/Therapeutic Innovations and Recovery for Outreach Services
- 2012-115 Grant Agreement w/My Friend's Place to Fund Overnight Youth Shelter
- 2012-116 Agreement w/The Salvation Army for Housing Services; Rescinding Resolution 11-767
- 2012-117 Adoption of Fees for Services (Parent Pay); Rescinding Resolution 05-738
- 2012-118 Line Item Transfer, Fund No. 0115-101, Dept. 171
- 2012-119 Terminating Superior Court Professional Services Agreement w/R Johnston
- 2012-120 Line Item Transfer, Funds No. 0000-101, Dept. 136
- 2012-121 Line Item Transfer, Fund No. 0000-101, Dept. 127
- 2012-122 Contract Award to Columbia Asphalt & Gravel, Inc. for Bituminous Surface Treatment
- 2012-123 Contract w/Stratton Surveying & Mapping for Short Plat Services
- 2012-124 Certification Report for the Federal Equitable Sharing Agreement w/Federal Government
- 2012-125 Contract w/Cascade Engineering Services, Inc. for Services on Radar & Speed Measuring Devices
- 2012-126 Contract Modification w/Dept of Energy for Law Enforcement Services
- 2012-127 Line Item Transfer, Fund No. 0000-101, Dept. 120
- 2012-128 Line Item Transfer, Fund No. 0126-101, Dept. 000
- 2012-129 Purchase Authorization from Wingfoot Commercial Tire
- 2012-130 Supplemental Payment to County Engineer
- 2012-131 Adoption of Ordinance 521 Relating to Zoning – Amending The Sections Relating Variances and Conditional Use and Special Permits

There being no further business before the Board, the meeting adjourned at approximately 10:09 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: <u>02/29/12</u>	Execute Contract	_____	Consent Agenda	XXX
Subject: <u>Appt DID #1.</u>	Pass Resolution	XXX	Public Hearing	_____
Prepared by: <u>Marilu Flores</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by: <u>LSK</u>	Pass Motion	_____	2nd Discussion	_____
	Other	_____	Other	_____

BACKGROUND INFORMATION

The Commissioners' Office was notified that the Commissioner for Position #3 with the Benton County Diking District #1 resigned his position effective March 1, 2012 after 20 years of service. The District recommends appointing Marty Davis to fill the unexpired term.

SUMMARY

A vacancy in the Diking District #1 exists and needs to be filled.

RECOMMENDATION

That the Commissioners review the attached letter and resolution from the Diking District #1 requesting appointment of Marty Davis to fill the unexpired term.

FISCAL IMPACT

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MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTMENT TO THE BENTON COUNTY DIKING DISTRICT #1

WHEREAS, there is an open position for Commissioner in Position #3 due to a resignation; and

WHEREAS, the Board of Benton County Commissioners has received a recommendation from the Board of Commissioners of the Benton County Diking District #1 for Marty Davis to fill the open position; **NOW, THEREFORE,**

BE IT RESOLVED that Marty Davis is hereby appointed to fill the unexpired term for the position of Commissioner of Position #3, said term expiring on December 31, 2012.

Dated this day of, 20....

Chairman of the Board

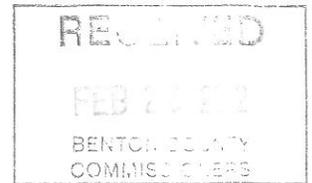
Chairman Pro Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

02/23/12



Benton County Board of Commissioners
PO Box 190
Prosser, WA 99350

Leo
Jim
Shon
David
Loretta
Other Agenda packet 3-6-12

RE: Benton County Diking District #1
Vacant Commissioners Position

Dears Sirs,

Enclosed please find a resolution recently adopted by the Board of Commissioners for Benton County Diking District #1. That resolution requests pursuant to RCW 85.38.070 that the County Commissioners appoint Marty Davis to fill a soon to be vacant position on our Board.

Your immediate attention to this matter will be greatly appreciated!

Respectfully,

A handwritten signature in cursive script that reads "Craig E. Williamson".

Craig E. Williamson, Commissioner
Benton County Diking District #1
1025 Riverside Drive
West Richland, WA 99353

BENTON COUNTY DIKING DISTRICT # 1

Resolution 12-1

Whereas, Commissioner Chris Stade ,after over 20 years of dedicated service, has advised the Board of Commissioners for Benton County Diking District #1 that he will no longer serve as a Commissioner for the District effective March 1, 2012 and ;

Whereas, Marty Davis a District property owner who resides within the District at 618 Riverside Drive has expressed a willingness to serve in the vacant Commissioner's position and;

Whereas, Mr. Davis meets the criteria for the Commissioners position and filling the position quickly is in the best interests of the District in order to maintain District operations.

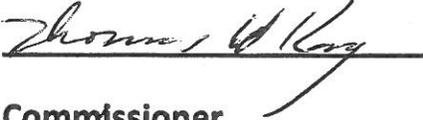
Now therefore be it resolved by the Board of Commissioners of Benton County Diking District #1 as follows:

- 1. That pursuant to RCW 85.38.070 that the Honorable Board Commissioners of Benton County, Washington appoint Marty Davis to the vacant Commissioners position #3 for the Diking District effective March 1, 2012 or as soon as possible thereafter.**
- 2. That Mr. Davis will fill the position until the end of the year and then will be required to run for election for the remainder of the unexpired term in 2013.**

Adopted at a meeting of the Board of Commissioners of Benton County Diking District #1 on this 23 day of February 2012.



Commissioner



Commissioner



Commissioner

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<p>Meeting Date:</p> <p>Subject: Resolution supporting Benton Franklin Counties Department of Human Services to provide services or activities necessary to meet the goals of increasing affordable housing</p> <p>Prepared by: Maria Loera, Senior Secretary</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Contract _____</p> <p>Pass Resolution _____ <u>X</u> _____</p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other _____</p>		<p>Consent Agenda _____ <u>X</u> _____</p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other _____</p>	

BACKGROUND INFORMATION

Benton Franklin Counties Department of Human Services will assist Benton County with meeting the goals of the Ten-Year Homeless Housing Plan by increasing affordable housing to extremely low and very low-income households.

The Benton County Affordable Housing Program will serve County homeless residents, who have resided in Benton County at least one night prior to applying for services, and who have met the program eligibility and documentation requirements. The program will provide services or activities necessary to provide affordable housing.

RECOMMENDATION

- Sign this resolution supporting the Benton Franklin Counties Department of Human Services to provide services or activities necessary to meet the goals of increasing affordable housing through the Benton County Affordable Housing Program.

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the State/Affordable Housing Fund 0152.101.

MOTION

To approve signing this resolution supporting the Benton Franklin Counties Department of Human Services to provide services or activities necessary to meet the goals of increasing affordable housing through the Benton County Affordable Housing Program, and to authorize the Chair to sign on behalf of the Board.



 Signature

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

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

RE: A RESOLUTION SUPPORTING BENTON FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES TO PROVIDE SERVICES OR ACTIVITIES NECESSARY TO MEET THE GOALS OF INCREASING AFFORDABLE HOUSING FOR EXTREMELY LOW AND VERY LOW-INCOME HOUSEHOLDS

WHEREAS, Benton Franklin Counties Department of Human Services will assist Benton County with meeting the goals of the Ten-Year Homeless Housing Plan by increasing affordable housing to extremely low and very low-income households; and

WHEREAS, the Benton County Affordable Housing Program will serve County residents, who have resided in Benton County at least one night prior to applying for services, and who have met the program eligibility and documentation requirements; and

WHEREAS, the Benton County Affordable Housing Program will provide services or activities necessary to provide affordable housing; NOW THEREFORE,

BE IT RESOLVED, that the Benton Franklin Counties Department of Human Services is authorized to voucher the Benton County Auditor's Office to make such payments necessary for the disbursement of reasonable costs associated with program implementation for the State/Affordable Housing Fund 0152.101, and

BE IT FURTHER RESOLVED, that the vouchers for direct reimbursement to the Benton Franklin Counties Department of Human Services must receive approval from the Commissioner's Office before being submitted to the Benton County Auditor's Office; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign and support this resolution, for Benton Franklin Counties Department of Human Services to provide services or activities necessary to meet the goals of increasing affordable housing through the Benton County Affordable Housing Program.

Dated this day of2012

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
<p>Meeting Date:</p> <p>Subject: <u>Grant Agreement #2060-2012-CFCS:</u> <u>between Benton and Franklin Counties</u> <u>Department of Human Services and</u> <u>Catholic Family & Child Service of the</u> <u>Tri-Cities</u></p> <p>Prepared by: Maria Loera, Sr. Secretary-DHS</p> <p>Reviewed by: Ed Thornbrugh, Administrator-DHS</p>	<p>Execute Contract <u> X </u></p> <p>Pass Resolution <u> X </u></p> <p>Pass Ordinance <u> </u></p> <p>Pass Motion <u> </u></p> <p>Other <u> </u></p>		<p>Consent Agenda <u> X </u></p> <p>Public Hearing <u> </u></p> <p>1st Discussion <u> </u></p> <p>2nd Discussion <u> </u></p> <p>Other <u> </u></p>	

BACKGROUND INFORMATION

Catholic Family & Child Service of the Tri-Cities (CFCS) proposes a tenant based rental assistance program for low income individuals and families earning below 50% Annual Median Income (AMI), who may be working or on restricted incomes.

The tenant based rental assistance program will be a graduated subsidy proposal of decreasing rental assistance for up to one year. CFCS staff will work with participants to connect them with community resources and stakeholders, while participants strengthen their skills in maintaining successful housing and increasing stability.

Participants of the program will be required to participate in services that emphasize independent living, and priority will be placed on households who need only temporary assistance to regain their housing stability and those below 30% AMI.

SUMMARY

Award: Maximum consideration is \$60,000.00
Period: March 1, 2012 through February 28, 2013
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

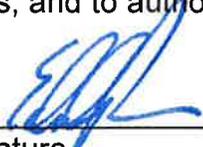
- Sign the resolution to accept the proposed grant agreement
- Approve the proposed grant agreement by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0152101 State/Affordable Housing Fund, for a grant agreement amount of \$60,000.00.

MOTION

To approve signing Grant Agreement #2060-2012-CFCS with Catholic Family & Child Service of the Tri-Cities, and to authorize the Chair to sign of behalf of the Board.



 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON;

RE: IN THE MATTER OF EXECUTING GRANT AGREEMENT #2060-2012-CFCS TO FUND A TENANT BASED RENTAL ASSISTANCE PROGRAM WITH BENTON COUNTY 2060 AFFORDABLE HOUSING FUNDS; BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND CATHOLIC FAMILY & CHILD SERVICE OF THE TRI-CITIES (CFCS)

WHEREAS, Catholic Family & Child Service of the Tri-Cities proposes a tenant based rental assistance program for low income individuals and families earning below 50% Annual Median Income (AMI), who may be working or on restricted incomes; and

WHEREAS, the tenant based rental assistance program will be a graduated subsidy proposal of decreasing rental assistance, for up to one year; and

WHEREAS, CFCS staff will work with participants to connect them with other community resources and stakeholders, while participants strengthen their skills in maintaining successful housing and increasing stability; and

WHEREAS, participants of the program would be required to participate in services that emphasize independent living, and priority will be placed on households who need only temporary assistance to regain their housing stability and those below 30% AMI; NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Grant Agreement #2060-2012-CFCS to fund a tenant based rental assistance program with Benton County 2060 Affordable Housing funds; between Benton and Franklin Counties Department of Human Services and Catholic Family & Child Service of the Tri-Cities; for a grant agreement amount of \$60,000.00; and

BE IT FURTHER RESOLVED, the term of the attached grant agreement commences on March 1, 2012 and ends on February 28, 2013.

Dated this . . . day of, 2012

Chair

Member

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

Attest: _____
Clerk of the Board

AGENDA ITEM: <u>Consent</u>	<u>TYPE OF ACTION NEEDED</u> Executive Contract <u>XX</u>	Consent Agenda <u>xx</u>
MEETING DATE: B/C 03-06-2012 F/C 03-14-2012	Pass Resolution <u>XX</u>	Public Hearing
SUBJECT: Standard Service Contract with Desertgreen Lawn and Tree Care, LLC.	Pass Ordinance	1st Discussion
Prepared By: Toni Lehman	Pass Motion	2nd Discussion
Reviewed By: Sharon Paradis	Other	Other

BACKGROUND INFORMATION

Desertgreen provides broadleaf herbicide, systematic insecticide for control of borers and aphids and snow plowing after two inches of accumulation.

SUMMARY

Desertgreen will apply broadleaf herbicide to all turf areas for control of broadleaf weeds throughout the growing season. Applications will be scheduled in advance and occur on a Saturday. Desertgreen will also be injecting seven ash trees with a systemic insecticide for control of borers and aphids. Finally Desertgreen will provide snow plowing after two inches of accumulation has occurred.

The Facilities Supervisor requested proposals from Heritage, Jesse's Lawn and Tree Service, and Desertgreen Lawn and Tree Care, LLC. Desertgreen was the only company to respond.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Standard Service Contract between Benton-Franklin Counties Juvenile Justice Center and Desertgreen Lawn and Tree Care, LLC. for a term commencing immediately upon execution by the counties and terminating on December 31, 2012.

FISCAL IMPACT

Amount not to exceed \$5,000.00 to be paid out of the approved Juvenile Facilities Department #172 budget. No supplement needed.

MOTION

I move that the Boards of Commissioners of Benton and Franklin Counties sign the Standard Service Contract between Benton-Franklin Counties Juvenile Justice Center and Desertgreen Lawn and Tree Care, LLC., for snow accumulation removal and weeds, borers, and aphid control.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE STANDARD SERVICE CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND DESERTGREEN LAWN AND TREE CARE, LLC., and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Standard Service Contract between Desertgreen Lawn and Tree Care, LLC., and Benton-Franklin Counties Juvenile Justice Center be approved as presented to begin when executed by authorized representatives of both parties, and shall expire on December 31, 2012 for an amount not to exceed \$5,000.00.

NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Standard Service Contract.

DATED this 6th day of March 2012
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 14th day of March 2012
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

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

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

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

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

STANDARD SERVICE CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES SUPERIOR COURTS JUVENILE DIVISION AND DESERTGREEN LAWN AND TREE CARE, LLC.

This Contract is made and entered into by and between Benton County, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter, collectively referred to as, "Counties"), and Desertgreen Lawn and Tree Care, LLC., with its principal offices at 642 Truman Ave. Richland, WA 99352 (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 by reference:

A. Exhibit A – Washington State Prevailing Wage Rates For Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin when executed by authorized representatives of both parties, and shall expire on December 31, 2012. Price adjustments of this Contract will only be effective with an executed amendment to this Contract. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The Counties require and the Contractor agrees to perform the following services:

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED Executive Contract Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
MEETING DATE: B/C 03-6-2012 F/C 02-22-2012			
SUBJECT: Termination of Professional Services Agreement for Criminal Defense Panel Attorney, Laurie L. Magan			
Prepared By:	Toni Lehman		
Reviewed By:	Sharon A. Paradis		

BACKGROUND INFORMATION

Attached for board review and approval is the Notice of Termination of Professional Service Agreement for Defense Panel Attorney, Laurie L. Magan. Ms. Magan has served as a Criminal Defense Panel Attorney under contract with BFJJC since August 2006 and also served as legal representative to the Chemical Dependency Disposition Alternative (CDDA) board.

SUMMARY

Laurie Magan received emails on October 12, 2011, October 18, 2011, December 27, 2011, and February 1, 2012 requesting that she provide proof of professional insurance as it expired on October 15, 2011. Due to non-compliance she received a letter from Eric Hsu, Indigent Defense Coordinator dated January 31, 2012 outlining the substantive breach of contract in regards to Section 17a., with a deadline of February 7, 2012 for compliance to occur in order to avoid termination. The deadline was extended to February 14, 2012 at 5:00 pm. As of February 15, 2012 compliance has not occurred.

RECOMMENDATION

We recommend that the Boards of Commissioners of Benton County and Franklin County approve and sign the Notice of Termination of Professional Services Agreement, as written.

FISCAL IMPACT

The agreement is being terminated in which no fiscal impact is present.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign, on behalf of their respective county, the Notice of Termination of Professional Services Agreement.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON AND
FRANKLIN COUNTY, WASHINGTON

IN THE MATTER OF TERMINATING THE PROFESSIONAL SERVICES AGREEMENT OF
ATTORNEY LAURIE MAGAN, #BFJC1112LLM001, FOR AN UNRESOLVED, SUBSTANTIVE,
BREACH OF THE AGREEMENT.

WHEREAS, Benton & Franklin Counties ("Counties") contract with attorney Laurie Magan ("Attorney") to
provide public defense services to juveniles charged with criminal offenses in Juvenile Divisions of the
Superior Courts of Benton & Franklin Counties; and

WHEREAS, the professional services agreement between Counties and Attorney requires, in Section 17a., that
Attorney maintain, at her expense, a professional liability insurance policy as further specified therein; and

WHEREAS, Attorney has not complied with Section 17a. in that her professional liability policy has lapsed
and she has not provided proof of reinstatement prior to the deadline, and

WHEREAS, a formal notice of breach, pursuant to Section 19b., was signed by Indigent Defense Coordinator
Eric Hsu (as authorized by Benton County Resolution #10-674 and Franklin County Resolution #2010-328) on
January 31, 2012. The certified Formal Notice of Breach was signed for by Ms. Magan's law partner, Mary
Poland on February 3, 2012.

NOW THEREFORE, BE IT RESOLVED THAT the agreement with attorney Laurie Megan designated
BFJC1112LLM001, be terminated as presented. Be it further resolved that the Chairman of each Board be
authorized to sign the said agreement on behalf of the entire Board.

Dated this 6th day of March, 2012

Dated this 22nd day of February, 2012

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest:
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 3/6/12 Subject: Excess Work Comp Policy Prepared by: <u>M. Wenner</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

Western States Insurance is the agent and/or broker for insurance policies and bonds listed under Exhibit B of the service agreement with Western States Insurance Agency agreement per Resolution 10 748. Western States provided a renewal policy with Safety National Casualty Co. for Excess Work Compensation Liability Insurance for policy year 1/1/12-1/1/13, which resulted in a premium rate decrease from 8% to 7.27%

SUMMARY

Same as above.

RECOMMENDATION

Request the resolution be signed authorizing payment and any other insurance policies or bond payments to Western States Insurance Agency for acting as Benton County's agent and/or broker in accordance with Exhibit B of Resolution 10 748.

FISCAL IMPACT

\$55,864 which is already budgeted for in the Workers' Compensation Fund, Insurance and Bonds, Line Item 517.670.4601.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PAYMENT TO WESTERN STATES INSURANCE AGENCY IN ACCORDANCE WITH EXHIBIT B OF RESOLUTION 10-748.

WHEREAS, per Resolution 10-748 dated November 29, 2010 Benton County and Western States Insurance Agency entered into an agreement to provide consulting services and insurance agent/broker services to Benton County; and

WHEREAS, in accordance with Exhibit B of the agreement with Western States, Benton County signed a Broker/Agent of Record Authorization form on November 29, 2010, authorizing Western States Insurance Agency to be its agent or broker for the Excess Workers' Compensation Liability Insurance Policy; and

WHEREAS, Western States Insurance Agency as the agent for Benton County provided a renewal policy with Safety National Casualty Co. for Excess Workers Compensation Liability Insurance for the policy period January 1, 2012 to January 1, 2013; and

WHEREAS, Safety National Casualty was able to offer Benton County a premium rate decrease from 8% to 7.27% with an annual premium of \$55,864; **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby authorizes the payment of the Safety National Casualty Co. Excess Workers' Compensation Policy to Western States Insurance Agency for the policy period of January 1, 2012 to January 1, 2013, in the amount of \$55,864; and

BE IT FURTHER RESOLVED the Board authorizes any other insurance policies or bond payments to Western States Insurance Agency for acting as Benton County's agent and/or broker in accordance with Exhibit B of Resolution 10-748.

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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 3/6/12 Subject: Line Item Transfer Prepared by: <u>M. Wenner</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

Please see attachment A.

SUMMARY

Please see attachment A.

RECOMMENDATION

Request the resolution be signed.

FISCAL IMPACT

No fiscal impact.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, K. Mercer

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Personnel Dept Nbr: 000

Fund Name: Insurance Management Fund Nbr: 0504101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.720	4131	Security	\$10,000	514.720	3501	Small Equipment	\$10,000
TOTAL			\$10,000	TOTAL			\$10,000

Explanation:

Transfer from security line item into small equipment for security. Tasers are for the first responders team which respond to court security issues (i.e., lockdowns, escapes, hostage and combative situations, etc.)

Prepared by: Melina Wenner Date: 06-Mar-2012

Approved Denied Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	March 6, 2012	Execute Contract	<u> X </u>
Subject:	Amendment II to Appraisers' CBA	Pass Resolution	<u> </u>
Prepared by:	Stephen Hallstrom	Pass Ordinance	<u> </u>
Reviewed by:		Pass Motion	<u> </u>
		Other	<u> </u>
		Consent Agenda	<u> X </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u>
		2nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND INFORMATION

The Benton County Appraisers' collective bargaining agreement (CBA) for 2010-2012 provides in Section 23.2(a) and Section 22.2 for a wage and benefits opener for 2012. The negotiating teams for the County and the Union representing Appraisers have negotiated and agreed to amend Article 23.2(a) and Article 22.2 and the CBA amendment containing those terms is now before the Board for approval and signature.

RECOMMENDATION

Amendment II to the 2010-2012 Appraisers' CBA that is before the Board for signature provides for:

- 1) Benton County paying up to a maximum of Nine Hundred, Twenty Nine Dollars (\$929.00) per month towards each employee's medical, dental, vision, and life insurance coverage; and
- 2) Benton County paying Fifteen Dollars (\$15.00) per month into the employees' VEBA accounts in exchange for a reduction the County insurance contribution by Fifteen Dollars (\$15.00 per month; and
- 3) An increase in the 2012 Salary Schedule by two percent (2.0%).

MOTION

Move to approve and sign Amendment II to the 2010-2012 Appraisers' Collective Bargaining Agreement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING THE 2010-2012 COLLECTIVE BARGAINING AGREEMENT BETWEEN BENTON COUNTY AND AFSCME LOCAL 2658B, REPRESENTING APPRAISERS FOR A WAGE AND BENEFITS OPENER FOR 2012.

WHEREAS, an Agreement has been reached between the Benton County bargaining team and Local 2658B for Amendment II to the 2010-2012 Collective Bargaining Agreement;

WHEREAS, the Benton County Board of Commissioners has previously discussed and approved the significant terms of the Amendment to the CBA. **NOW THEREFORE,**

BE IT RESOLVED that the Benton County Board of Commissioners approves the Amendment as negotiated and is authorized to sign the same.

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

AMENDMENT II
to
2010 – 2012 AGREEMENT
Between
BENTON COUNTY
And
COUNCIL 2, LOCAL 2658B
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
AFSCME, AFL-CIO
Representing APPRAISERS

Benton County (County) and WSCCCE, AFSCME, AFL-CIO, Local 2658, Council 2, hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2010, through December 31, 2012, as follows:

1. Section 23.2(a.) is hereby amended to read as follows:
 - a. Effective with the ~~((first))~~ April 5, 2012, payroll ~~((cycle following the date of the last signature below))~~, the County agrees to make the following health and welfare contributions totaling Nine Hundred, Forty-Four and No/100 Dollars (\$944.00) ~~((Eight Hundred, Eighty Four Dollars (\$884.00))~~) per month, as follows:
 1. The County agrees to pay up to a maximum of Nine Hundred, Twenty-Nine and No/100 Dollars (\$929.00) ~~((Eight Hundred, Sixty Nine Dollars (\$869.00))~~) per month towards medical, dental, vision, and life insurance coverage.
 2. The County agrees to pay Fifteen Dollars (\$15.00) per month into the employees' VEBA accounts. This VEBA contribution is in exchange for a reduction in the County insurance contribution by Fifteen Dollars (\$15.00) per month.
2. The following paragraph is added to Section 22.2:

Effective January 1, 2012, the 2011 Salary Schedule will be increased by two percent (2%). This calculation and process shall be determined and established by the Benton County Personnel Resources Department. To be eligible for retroactive pay reflecting the two percent (2%) increase for the months of January, February and March, to be paid and included in the April 5, 2012, payroll check, the employee must be employed by Benton County in the Appraiser's Office, at the time of the Board of County Commissioners signing this CBA amendment.

3. No other language in the CBA is amended or intended to be changed or modified.
4. Except as otherwise stipulated above, this Amendment is effective as of January 1, 2012.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

**BOARD OF BENTON COUNTY
COMMISSIONERS**

**WASHINGTON STATE
COUNTY OF COUNTY AND
CITY EMPLOYEES, AFL-CIO**

Chair

Kevin Dougherty
Kevin Dougherty, Representative

Member

Date: 2-22-12

Member

Constituting the Board of
Benton County Commissioners

Attest: _____
Clerk to the Board

Date: _____

Approved as to form.
Stephen J. Hallstrom
Stephen J. Hallstrom
Deputy Prosecuting Attorney

RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY TO CONTINUE A FRANCHISE FOR AN ELECTRICAL TRANSMISSION LINES, POWER LINES, STRUCTURES AND TELECOMMUNICATION SYSTEMS AND ALL FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, Public Utility District No. 1 of Benton County has applied to continue a franchise for an electrical transmission lines, power lines, structures and telecommunication systems and all facilities in Benton County road rights of way, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Tuesday, March 27, 2012 at 9:05 a.m., Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington, or also via closed circuit television at the Benton County Justice Center, Commissioners Meeting Room, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

Dated this 6th day of March 2012.

Chairman

Chairman Pro-Tem

Member

Attest: _____

County Clerk of the Board Commissioners

Constituting the Board of Benton County,
Washington

Benton County Public Works: Steve Becken: Sue Schuetze

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS RE: WASHINGTON STATE DEPARTMENT OF TRANSPORTATION INSPECTION OF COUNTY BRIDGES RESCINDING RESOLUTION 2011-484

WHEREAS, by Resolution #2011-484, dated July 25, 2011 the Board of County Commissioners approved an agreement with the Washington State Department of Transportation Bridge Preservation High Cost Bridge Inspection Program to allow Benton County to rent Washington State Department of Transportation equipment and manpower to complete high cost bridge inspections; and

WHEREAS, after approval of the resolution and the Agreement by Benton County we were informed that the rental rates included in the Agreement were incorrect and the Agreement would not receive State approval and would be resubmitted with the correct rates; and

WHEREAS, Public Works Department presented a revised Agreement to the Board which was approved by Resolution #2011-778, dated December 6, 2011; and

WHEREAS, as a part of Resolution #2011-778, Resolution 2011-484 should have been rescinded, but was not; NOW, THEREFORE

BE IT RESOLVED Resolution 2011-484 is hereby rescinded and replaced with Resolution 2011-778.

Dated this 6th day of March 2012

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

Benton County Public Works: Steve Becken:Sue Schuetze

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF REFINED PETROLEUM PRODUCTS - BULK DIESEL FUEL FOR 2012

WHEREAS, it is the intention of the Board of County Commissioners to purchase for the County Road Department Refined Petroleum Products - Bulk Diesel Fuel; NOW, THEREFORE,

BE IT RESOLVED that the County Engineer is hereby authorized to schedule and advertise a bid date for the purchase of Refined Petroleum Products - Bulk Diesel Fuel.

Dated this 6th day of March, 2012.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: Clerk of the Board

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

SWB:L. Moser

I. Rescinding Resolution 2012-051 w/Regards to Purchases from Zep Sales & Service

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	03/06/12	Execute Contract	_____	Consent Agenda
Subject:	Rescinding Resolution 2012-051	Pass Resolution	<u> x </u>	Public Hearing
Prepared by:	David V. C. Pettey	Pass Ordinance	_____	1st Discussion
Reviewed by:	Keith Mercer	Pass Motion	_____	2nd Discussion
		Other	_____	Other

BACKGROUND INFORMATION

On January 24, 2012, the Board of County Commissioners approved cleaning supply purchases from Zep Sales & Service for the Benton County Sheriff's Office (Resolution 2012-051).

SUMMARY

RECOMMENDATION

The Sheriff's Office desires to rescind resolution 2012-051.

FISCAL IMPACT

n/a

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RESCINDING RESOLUTION 2012-051.

WHEREAS, on January 24, 2012, the Board of County Commissioners approved cleaning supply purchases from Zep Sales & Service for the Benton County Sheriff's Office (Resolution 2012-051); **NOW, THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby rescinds Resolution 2012-051.

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

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	March 6, 2012	Execute Contract	<u> x </u>
Subject:	Efficiency Agreement - Sheriff	Pass Resolution	<u> X </u>
Prepared by:	<u>D. Pettey</u>	Pass Ordinance	<u> </u>
Reviewed by:	<u>K. Mercer</u>	Pass Motion	<u> </u>
		Other	<u> </u>
		Consent Agenda	<u> X </u>
		Public Hearing	<u> </u>
		1st Discussion	<u> </u>
		2nd Discussion	<u> </u>
		Other	<u> </u>

BACKGROUND INFORMATION

The Benton County Sheriff's Office has had a Technical Support Agreement with Efficiency Inc. to support their interrogation equipment since 2006.

SUMMARY

Resolution 10-415 authorized Technical Support services for the period of July 21, 2010 through July 20, 2011.

The cost of continuing the Technical Support Agreement is \$1,597 (not including WSST or chargeable services under the agreement) for the period of March 6, 2012 through March 5, 2013.

RECOMMENDATION

The Benton County Sheriff's Office recommends continuing the Technical Support Agreement with Efficiency Inc.

FISCAL IMPACT

Amount not to exceed \$1,597.00 not including WSST or chargeable services under contract, to be paid out of Current Expense (0000-101) for Sheriff Department 121. No supplement required.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF ENTERING INTO A TECHNICAL SUPPORT AGREEMENT WITH EFFICIENCY INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, the Benton County Sheriff's Office has had a Technical Support Agreement with Efficiency Inc. to support their interrogation equipment since 2006; and

WHEREAS, Resolution 10-415 authorized Technical Support services for the period of July 21, 2010 through July 20, 2011; and

WHEREAS, the current Technical Support Agreement expired on July 20, 2011; and

WHEREAS, the cost of continuing the Technical Support Agreement is \$1,597 (not including WSST or chargeable services under the agreement) for the period of March 6, 2012 through March 5, 2013; and

WHEREAS, the Benton County Sheriff's Office recommends continuing the Technical Support Agreement with Efficiency Inc.; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Sheriff's Office's recommendation and hereby authorizes the Chairman to sign the attached Technical Support Agreement with Efficiency Inc. for a contract amount of \$1,597.00 (not including WSST) plus any additional chargeable service under contract; and

BE IT FURTHER RESOLVED, that the term of the attached Technical Support Agreement commences March 6, 2012 and expires on March 5, 2013.

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

Efficiency Inc. Technical Support Agreement

As an Efficiency, Inc. technical support contract customer, "**Benton County Sheriff Office**" will receive (1) one-year from **03/06/12-03/05/13** (term of agreement) which includes:

- Full parts and labor warranty both hardware & software with replacement of parts that are defective or become worn in the course of normal use.
- Calls for service during normal business hours will be returned in less than 4 business hours. Service issues not resolvable remotely will result in priority dispatch for onsite service. A dispatch fee of \$150 applies for each onsite service call over 75 miles from Efficiency, Inc.
- ****Labor and parts required as a result of improper use, mishandling or damage through accident or unauthorized service performed by anyone other than our service department will be chargeable (see Rates for Chargeable Service Under Contract below).**
- Service will be performed during normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays.
- On-site education after initial installation & training.
- Unlimited calls from 8:00 a.m. to 5:00 p.m. PST to Efficiency Inc. **excluding** holidays and weekends.
- Electronic logging of issues and questions to FTR (email & Web) 24 hours per day.
- Unlimited access to the FTR Knowledge Base.
- On-line access and hardcopies of all released Technical Support memos.
- On-line access to product documentation.
- Software fixes via electronic download.
- Free downloads of service packs and minor version upgrades.
- Full version upgrades at a reduced cost (during promotion period).
- Automatic renewal invoice is sent 30+ days prior to expiration of the term of the agreement. Payment must be received prior to expiration of the term of agreement to avoid cancellation of contract. Lapsed service agreements require on-site inspection at customers expense before contract can be re-instated.

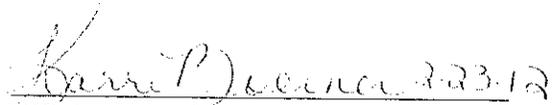
****Rates for Chargeable Service Under Contract**

- Contract Hardware/Software On-Site Service Rate:
\$125.00 per hour on-site, plus \$100.00 per hour travel and parts.
- Contract Hardware/Software Shop Rate:
Minimum shop charge is \$125.00 per hour, plus parts and shipping. Shop charge applies to carry-in and mail-in.
- Non-Contract Telephone Support Rate:
\$125.00 per hour billed in 15 minute increments at \$31.25.

Please Note

- All customer account balances must be current before local service/support will be provided.
- Pricing is subject to change without prior notice for chargeable services and renewals are subject to 2% annual increase.
- Customers not covered by a Support Agreement will be charged the standard rate of \$185.00 per hour on-site, plus \$100.00 per hour travel, parts and applicable expenses, during normal business hours.

Customer Signature & Date


Efficiency, Inc. & Date

After signing please fax back to Karri Boerner at 206-768-2806...Thank You.

Steven W. Becken
Public Works Manager

Malcolm Bowie
County Engineer

Zayo Group LLC Franchise – S Schuetze

Phone 509
86-5611
Tri-Cities 736-3084
Ext. 5664
Fax 786-5627

Benton County

Department of Public Works

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

February 29, 2012

BOARD OF COUNTY COMMISSIONERS
Benton County Courthouse
Prosser, WA 99350

RE: Application for Franchise: Zayo Group, LLC

Commissioners:

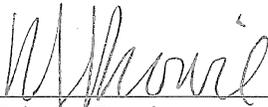
Zayo Group, LLC has filed a petition to begin a nonexclusive franchise for a telecommunication system and all facilities within all of unincorporated Benton County road right of way.

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

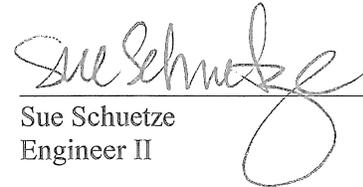
1. The term of the franchise continue for a ten (10) year period with a cost of \$500.
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County.
3. Placement of facilities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

If you have any questions, please contact this office.

Sincerely,



Malcolm Bowie
County Engineer



Sue Schuetze
Engineer II

<p>AGENDA ITEM MTG. DATE: March 6, 2012 SUBJECT: [REDACTED] MEMO DATE: February 28, 2012 Prepared By: Michael Shuttleworth</p>	<p>TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other</p>	<p>Consent Agenda Public Meeting X 1st Discussion 2nd Discussion Other</p>
---	--	--

BACKGROUND INFORMATION

On January 12, 2012, the Benton County Board of County Commissioners approved the preliminary plat of Cottonwood Commercial Plaza, to create 13 commercial lots from a 36.89-acre parcel. The preliminary plat was approved subject to 11 conditions. Those conditions have been completed for the final plat of Cottonwood Commercial Plaza and the final plat is being submitted to the Board for their approval and signature.

SUMMARY

All the conditions of approval have been satisfied and all signatures have been obtained. The Final Plat of Cottonwood Commercial Plaza is ready for signature by the Chairman of the Board of County Commissioners.

RECOMMENDATION

It is the recommendation of the Benton County Planning Department that the Final Plat of Cottonwood Commercial Plaza – SUB 11-02 be approved and the Board sign the attached resolution authorizing the chairman to sign the final plat

FISCAL IMPACT

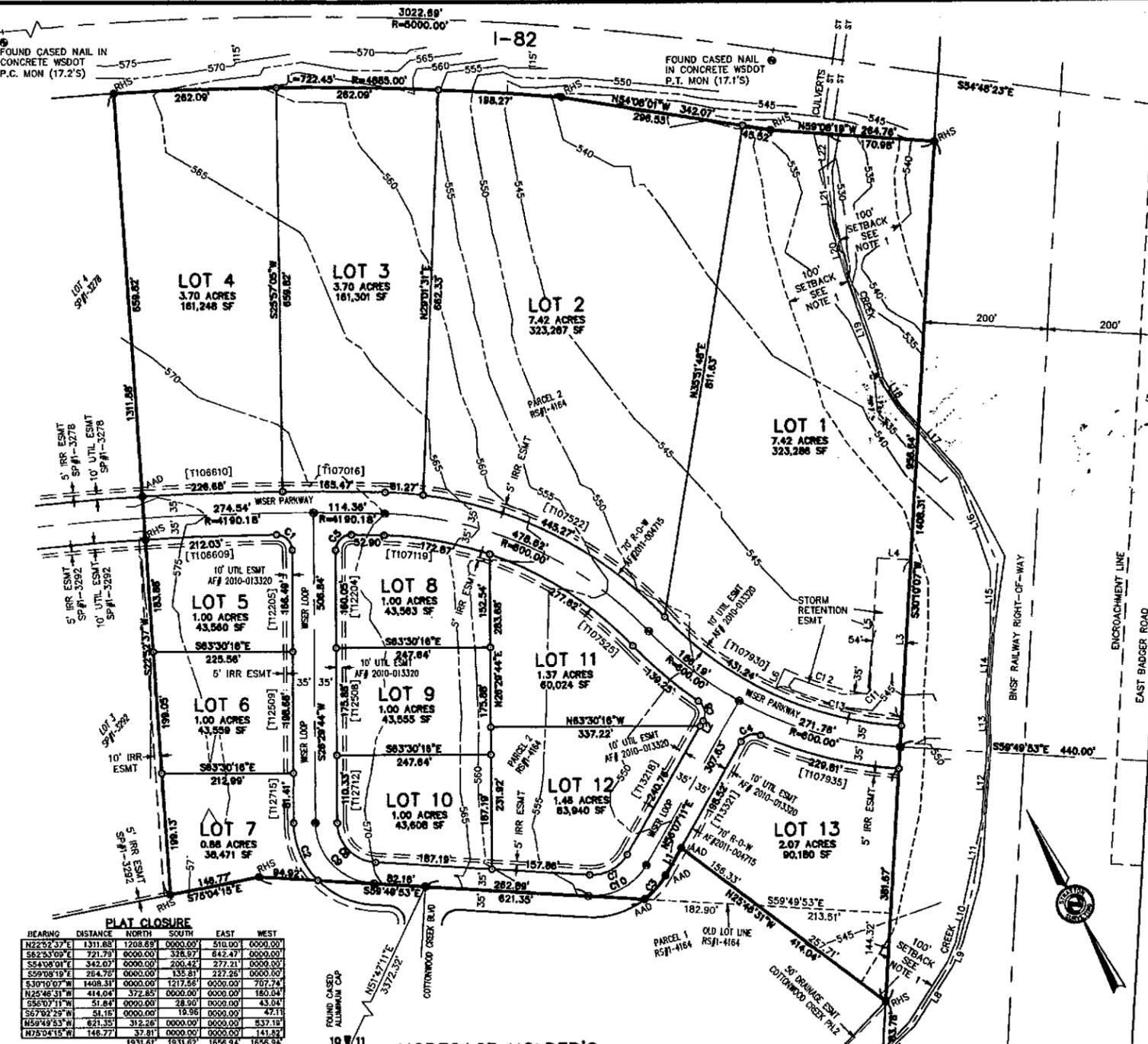
Maintenance of new county roads.

MOTION

The Board of County Commissioners should make a motion to approve the Final Plat of Cottonwood Commercial Plaza, SUB 11-02 and the Chairman so indicate by signing the final plat.

THE FINAL PLAT OF COTTONWOOD COMMERCIAL PLAZA

SEC. 11, T.8 N., R.28 E., W.M., BENTON COUNTY, WASHINGTON



APPROVALS

THE PLAT "COTTONWOOD COMMERCIAL PLAZA", IS HEREBY APPROVED BY AND FOR BENTON COUNTY, STATE OF WASHINGTON.

[Signature] 2/28/12
BENTON COUNTY ENGINEER DATE
[Signature] 2/27/12
CHAIRMAN, BENTON COUNTY PLANNING COMMISSION DATE

CHAIRMAN, BENTON COUNTY COMMISSIONERS DATE

UTILITY APPROVALS

[Signature] NETWORK ENG 2/20/12
FRONTIER COMMUNICATIONS TITLE DATE
[Signature] 2-20-2012
CHARTER CABLEVISION TITLE DATE
[Signature] Member 2-20-2012
BENTON PUBLIC UTILITIES DISTRICT TITLE DATE
[Signature] Distribution Design Tech 2/21/12
B.C. WATER COMPANY, LLC TITLE DATE
BENTON PUBLIC UTILITIES DISTRICT No. 1

TREASURER'S CERTIFICATE

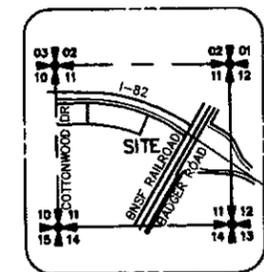
I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO, AND INCLUDING THE YEAR 2012, A.D. PARCEL NO. 111881000007001

[Signature] 02/23/2012
BENTON COUNTY ASSESSOR DATE
1-1188-100-0007-001 (ALL)

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, BUT THAT THIS PROPERTY IS NOT CLASSIFIED AS IRRIGABLE LAND AND IS NOT ENTITLED TO IRRIGATION WATER UNDER EXISTING OPERATING RULES AND REGULATIONS OF THE DISTRICT. I FURTHER CERTIFY THAT THE IRRIGATION EASEMENTS SHOWN ON THIS "COTTONWOOD COMMERCIAL PLAZA" ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON PER THE REQUIREMENTS OF RCW 58.17.310.

[Signature] 2/16/2012
KENNEWICK IRRIGATION DISTRICT DATE



VICINITY SKETCH NOT TO SCALE

NOTES

- NO BUILDINGS ARE PERMITTED IN THE ONE HUNDRED (100) FOOT SETBACK AREA AND SAID SETBACK AREA IS TO BE MAINTAINED IN NATURAL VEGETATION.
- THIS PLAT APPEARS TO HAVE SUITABLE CONDITIONS FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS. HOWEVER, BECAUSE OF THE TESTING METHODS USED, THE BENTON-FRANKLIN HEALTH DISTRICT CANNOT DETERMINE WHETHER EACH LOT CAN COMPLY WITH BENTON-FRANKLIN DEPARTMENT RULES AND REGULATIONS AT THE TIME OF PERMIT ISSUANCE.
- FURTHER, BE ADVISED APPROVAL OF ANY LOT WITHIN THIS PLAT FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS MAY BE CONTINGENT UPON THAT LOT PASSING ADDITIONAL SOIL INSPECTIONS/PERCOLATION TESTS, AND/OR OTHER REQUIREMENTS AT A LATER DATE.
- ADDRESS NUMBERS (NOTED IN BRACKETS) ARE SUBJECT TO CHANGE UNTIL THE EXACT LOCATION OF THE DWELLING AND ACCESS ONTO THE PLAT IS DETERMINED.
- IT IS EXPRESSLY DECLARED AND UNDERSTOOD THAT BENTON COUNTY HAS NO DUTY, OBLIGATION OR RESPONSIBILITY FOR THE CONSTRUCTION, UPKEEP, MAINTENANCE OR REPAIR OF STORM DRAINAGE FACILITIES OR DRAINAGE EASEMENTS LOCATED OUTSIDE OF THE COUNTY RIGHT-OF-WAY.
- ALL DRAINAGE EASEMENTS, CANALS, OR OTHER WATERWAYS THAT ARE CROSSED BY AN APPROVED ACCESS EASEMENT OR DRIVEWAY SHALL BE TRAVERSED BY A BRIDGE OF CULVERT THAT IS DESIGNED BY A LICENSED WASHINGTON STATE ENGINEER TO MEET A TEN YEAR STORM WATER RUNOFF AND HAVING A MINIMUM DRAINING SURFACE OF TWENTY (20) FEET. PLEASE CONTACT THE BENTON COUNTY PLANNING AND BUILDING DEPARTMENT FOR FURTHER INFORMATION.

DESCRIPTION

ALL THAT PORTION OF SECTION 11, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF HIGHWAY I-82 AND WEST OF THE CENTERLINE OF BADGER ROAD, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION, SAID CORNER BEING A CASED MONUMENT ON THE CENTERLINE OF A PUBLIC ROAD KNOWN AS COTTONWOOD DRIVE, THENCE NORTH 0°33'17" WEST ALONG SAID CENTERLINE AND ALONG THE WEST LINE OF SAID SECTION 2515.48 FEET TO THE WEST QUARTER CORNER OF SAID SECTION; THENCE NORTH 89°1'24" EAST 1310.88 FEET; THENCE SOUTH 75°04'15" EAST 1024.62 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 22°52'37" EAST 1311.88 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WASHINGTON STATE HIGHWAY I-82 AT A POINT ON A CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 22°52'37" WEST 4885.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND SAID CURVE 722.45 FEET; THENCE SOUTH 54°08'01" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 342.07 FEET; THENCE SOUTH 59°08'10" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 264.76 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE SOUTH 30°10'07" WEST ALONG SAID WESTERLY LINE 1263.99 FEET; THENCE NORTH 59°49'53" WEST 1017.77 FEET; THENCE NORTH 75°04'15" WEST 146.77 FEET TO THE SAID TRUE POINT OF BEGINNING, EXCEPT THOSE PORTIONS DEEDED TO BENTON COUNTY UNDER AUDITOR'S FILE NO. 2011-044715 AND [REDACTED] EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

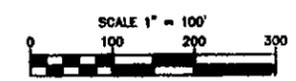
BEGINNING AT THE NORTHEAST CORNER OF TRACT A, PLAT OF COTTONWOOD CREEK PHASE 2 LYING IN SAID SECTION 11 RECORDS OF SAID BENTON COUNTY; THENCE NORTH 59°49'53" WEST ALONG THE NORTHERLY LINE OF SAID TRACT A 213.51 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 25°46'31" WEST 156.33 FEET; THENCE SOUTH 56°07'11" WEST 51.85 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT THE RADIUS POINT WHICH BEARS NORTH 33°52'49" WEST 135.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°50'36" AN ARC LENGTH OF 51.47 FEET; THENCE SOUTH 59°49'53" EAST ALONG SAID NORTHERLY LINE OF SAID TRACT A 182.90 FEET TO THE SAID TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF TRACT A, COTTONWOOD CREEK PHASE 2, RECORDED IN VOLUME 15 OF PLATS PAGE 320, RECORDS OF BENTON COUNTY, WASHINGTON, LYING IN SAID SECTION 11, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT A; THENCE NORTH 59°49'53" WEST ALONG THE NORTHERLY LINE OF SAID TRACT A 213.51 FEET; THENCE SOUTH 25°46'31" EAST 257.71 FEET; THENCE NORTH 30°10'07" EAST ALONG THE EASTERLY LINE OF SAID TRACT A 144.32 FEET TO THE SAID POINT OF BEGINNING.

LEGEND

- = SET 5/8" REBAR W/ ORANGE PLASTIC CAP MARKED "STRATTON AAD 38021"
- = FOUND 5/8" REBAR W/ ORANGE PLASTIC CAP MARKED "STRATTON AAD 38021"
- (with dot) = FOUND 3/8" REBAR W/ YELLOW PLASTIC CAP MARKED "STRATTON 14120"
- (with cross) = FOUND 5/8" REBAR W/ ORANGE PLASTIC CAP MARKED "STRATTON AAD 38021" OR AS INDICATED
- [] = ADDRESS
- B.O.B. = BASIS OF BEARING
- ST = STORM CULVERT



BASIS OF BEARING COTTONWOOD CREEK PH.1 EQUIPMENT USED A THREE-SECOND TOTAL STATION TOPCON RTK GPS

PLAT CLOSURE

HEARING DISTANCE	NORTH	SOUTH	EAST	WEST
N2252.37'E	1311.88'	1208.69'	0000.00'	510.00'
S82.53'09"E	721.79'	0000.00'	328.97'	842.47'
S54.08'01"E	342.07'	0000.00'	200.42'	277.21'
S59.08'19"E	264.76'	0000.00'	135.61'	227.26'
S30.10'07"W	1408.31'	0000.00'	1212.61'	0000.00'
N25.46'31"W	414.04'	372.85'	0000.00'	180.04'
S65.07'11"W	51.84'	0000.00'	28.90'	0000.00'
S67.02'29"W	51.15'	0000.00'	19.96'	0000.00'
S59.49'53"W	621.35'	312.26'	0000.00'	537.19'
N75.04'15"W	146.77'	32.81'	0000.00'	0000.00'
	1931.61'	1931.62'	1656.94'	1656.94'

OWNER'S CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENT THAT COTTONWOOD COMMERCIAL PLAZA, LLC, A WASHINGTON LIMITED LIABILITY COMPANY ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED. HAVE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON. DO HEREBY DEDICATE THOSE ROADS AND/OR RIGHTS-OF-WAY SHOWN AS PUBLIC DEDICATIONS HEREON TO THE USE OF THE PUBLIC. DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROADS AND/OR RIGHTS-OF-WAY; AND DO HEREBY GRANT AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

[Signature]
TODD ROWELL

ACKNOWLEDGEMENT

STATE OF Washington
COUNTY OF Benton

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT TODD ROWELL IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGING MEMBER OF COTTONWOOD COMMERCIAL PLAZA, LLC TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE: 2-14-12
[Signature] 5-29-15
NOTARY PUBLIC MY APPOINTMENT EXPIRES

MORTGAGE HOLDER'S

KNOW ALL PERSONS BY THESE PRESENT THAT JOHN B. MICHEL AND RENEE MICHEL HUSBAND AND WIFE, ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED. HAVE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON. DO HEREBY DEDICATE THOSE ROADS AND/OR RIGHTS-OF-WAY SHOWN AS PUBLIC DEDICATIONS HEREON TO THE USE OF THE PUBLIC. DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROADS AND/OR RIGHTS-OF-WAY; AND DO HEREBY GRANT AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

[Signature]
JOHN B. MICHEL
[Signature]
RENEE MICHEL

ACKNOWLEDGEMENT

STATE OF WA
COUNTY OF Benton

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOHN B. MICHEL AND RENEE MICHEL, HUSBAND AND WIFE, SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED ON THIS INSTRUMENT.

DATE: 2-15-12
[Signature] 5-29-15
NOTARY PUBLIC MY APPOINTMENT EXPIRES

MORTGAGE HOLDER'S

KNOW ALL PERSONS BY THESE PRESENT THAT TOM SOLBRACK AND VICKI SOLBRACK, HUSBAND AND WIFE, ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED. HAVE WITH THEIR FREE CONSENT AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON. DO HEREBY DEDICATE THOSE ROADS AND/OR RIGHTS-OF-WAY SHOWN AS PUBLIC DEDICATIONS HEREON TO THE USE OF THE PUBLIC. DO HEREBY WAIVE ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED ROADS AND/OR RIGHTS-OF-WAY; AND DO HEREBY GRANT AND RESERVE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

[Signature]
TOM SOLBRACK
[Signature]
VICKI SOLBRACK

ACKNOWLEDGEMENT

STATE OF WA
COUNTY OF Benton

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT TOM SOLBRACK AND VICKI SOLBRACK, HUSBAND AND WIFE, SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED ON THIS INSTRUMENT.

DATE: 2-17-12
[Signature] 5-29-15
NOTARY PUBLIC MY APPOINTMENT EXPIRES

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	CH. BEARING	DELTA
C1	39.57	25.00	35.57	N18°51'06"W	90°41'40"
C2	103.98	135.00	101.41	S04°26'05"W	44°07'17"
C3	51.47	135.00	51.16	N67°02'29"E	21°50'36"
C4	36.99	26.00	33.71	N81°20'18"W	84°47'03"
C5	39.69	26.00	35.68	S71°58'50"W	90°58'13"
C6	87.93	65.00	88.93	S16°40'05"E	85°19'37"
C7	72.66	65.00	68.94	N88°08'39"E	64°02'56"
C8	36.99	25.00	33.71	N13°43'40"E	84°47'03"
C9	150.67	100.00	136.82	S16°40'05"E	85°19'37"
C10	111.79	100.00	106.06	N88°08'39"E	64°02'56"
C11	11.63	7.00	10.47	N78°34'59"E	95°49'45"
C12	135.42	620.00	135.04	S45°32'30"E	14°55'16"
C13	210.26	555.00	209.00	S48°58'42"E	21°42'22"

CREEK @ LINE TABLE

LINE	LENGTH	BEARING
L7	66.05	N71°56'46"E
L8	116.09	N58°59'45"E
L9	37.82	N49°43'26"E
L10	91.87	N40°54'37"E
L11	113.64	N35°53'00"E
L12	121.21	N31°01'58"E
L13	72.83	N25°02'33"E
L14	118.57	N30°48'45"E
L15	107.79	N31°18'33"E
L16	157.51	N03°51'19"E
L17	146.00	N1°35'47"W
L18	51.93	N05°43'37"W
L19	180.42	N08°39'10"E
L20	86.54	N11°50'25"E
L21	85.32	N21°11'16"E
L22	62.06	N28°09'19"E

LINE TABLE

LINE	LENGTH	BEARING
L1	51.84	S56°07'11"W
L2	9.60	S56°07'11"W
L3	262.39	N30°10'07"E
L4	53.86	S59°49'53"E
L5	216.75	S30°10'07"W
L6	35.00	N51°13'20"E

SURVEYOR'S CERTIFICATE:

I, AARON A. DYCK, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "COTTONWOOD COMMERCIAL PLAZA", AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

DATE: 02/14/2012

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 11 DAY OF NOV 2012 AT 11:04 MINUTES P.M. OF PLATS PAGE 208 AT THE REQUEST OF AARON A. DYCK, P.L.S.

BENTON COUNTY AUDITOR FEE NUMBER
DEPUTY

INDEX

XX	SEC	T.	R.
11	BN	20E	

FINAL PLAT FOR COTTONWOOD COMMERCIAL PLAZA, LLC

STRATTON SURVEYING & MAPPING, PC

7525 W. DESCHUTES PL. UNIT 1C
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

DATE: 02/14/12 SHEET 1 OF 1
DRAWN BY: AAD/DCI JOB # 2245

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING REGARDING: FINAL PLAT OF COTTONWOOD COMMERCIAL PLAZA – SUB 11-02. APPLICANT: COTTONWOOD COMMERCIAL PLAZA LLC.

WHEREAS, on January 10, 2012, the Benton County Board of County Commissioners approved the preliminary plat for Cottonwood Commercial Plaza; and,

WHEREAS, the Board of County Commissioners did conduct a public meeting on Tuesday, March 6, 2012 in the Commissioners Meeting Room, Third Floor of the Courthouse, Prosser, Washington to consider the final plat of the Cottonwood Commercial Plaza; and,

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed final plat of Cottonwood Commercial Plaza and has obtained all required signatures; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest of the public will be served by the approval of the final plat of Cottonwood Commercial Plaza – SUB 11-02; NOW THEREFORE,

BE IT RESOLVED, that the Board of County Commissioners hereby approves the Final Plat of Cottonwood Commercial Plaza – SUB 11-02 and the Chairman so indicate by signing the Final Plat of Cottonwood Commercial Plaza.

Dated this 6th day of March 2012.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

MES/djh

Grant Number: 12-46108-03

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)**

<p>By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.</p>			
<p>For Benton County:</p>		<p>For Franklin County:</p>	
<p>_____</p>		<p>_____</p>	
Chair	Date	Chair	Date
<p>Attest:</p>		<p>Attest:</p>	
<p>_____</p>		<p>_____</p>	
Clerk of the Board		Clerk of the Board	
<p>Approved as to form:</p> <p></p> <p>_____</p> <p>Dept. of Human Services</p>	<p>Approved as to form:</p> <p>_____</p> <p>Benton Co Prosecutor's Office</p>	<p>Approved as to form:</p> <p>_____</p> <p>Franklin Co Prosecutor's Office</p>	



Department of Commerce

Innovation is in our nature.

Grant to

Benton and Franklin Counties Department of Human Services

through

Community Services and Housing Division

Housing Assistance Unit

Consolidated Homeless Grant (CHG)

*Lead Grantee
Base and Incentive Funding*

For

The CHG is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. This grant provides resources to address the needs of people who are homeless or at-risk of homelessness, as described in Local Homeless Plans.

Start date: January 1, 2012

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Attachment D, Administrative Requirements for Consolidated Homeless Grant

FACE SHEET

Grant Number: 12-46108-03

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)**

1. Grantee Benton and Franklin Counties Department of Human Services 7102 W Okanogan Pl Ste 201 Kennewick, WA 99336		2. Grantee Doing Business As (optional)	
3. Grantee Representative Tracy Diaz 509-783-5284 Fax: 509-783-5981 tracyd@gov.wa.co.benton-franklin.us		4. COMMERCE Representative Jessica Simon Program Manager Phone (360) 725-2955 fax (360) 586-5880 Jessica.Simon@commerce.wa.gov <div style="float: right; text-align: right;"> P.O. Box 42525 1011 Plum St. S.E. Olympia, WA 98504-2525 </div>	
5. Grant Amount* \$757,025	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date January 1, 2012	8. End Date December 31, 2013
9. Federal Funds (as applicable)		<u>Federal Agency</u>	<u>CFDA Number</u>
10. Tax ID # 91-6001296	11. SWV # N/A	12. UBI # N/A	13. DUNS # N/A
14. Grant Purpose This grant provides resources to address the needs of people who are homeless or at-risk of homelessness, as described in the Local Homeless Plan in the county(s) where Grantee will provide services. CHG funds and supports a variety of activities, including: operation of emergency shelter and transitional housing units, rental assistance, data collection and reporting. *Although the Grant amount is \$757,025, Grantee is only authorized to spend 75% (\$567,769) through June 30, 2013. The remaining amount may not be spent without prior written approval from Commerce.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: CHG Application; CHG Guidelines and Administrative Requirements (as they may be revised from time to time); Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget Attachment "C" – Guidelines for Consolidated Homeless Grant and Attachment "D" – Administrative Requirements for Consolidated Homeless Grant.			
FOR GRANTEE _____ Signature _____ Print Name and Title _____ Date		FOR COMMERCE _____ Dan McConnon, Deputy Director _____ Date APPROVED AS TO FORM ONLY _____ Sandra Adix, Assistant Attorney General _____ November 21, 2011 Date	