

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, August 7, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

❖ **July 31, 2012**

Review Agenda

Consent Agenda

Animal Control

a. Line Item Transfer, Fund No. 0000-101, Dept. 137

Auditor

b. Letter to Washington State Auditor's Office

Commissioners

c. Line Item Transfer, Fund No. 0000-101, Dept. 107

d. Authorization for Architectural & Engineering Services for the Benton County Fairgrounds Building Improvements

e. Authorization for Architectural & Engineering Services for HVAC Analysis at Courthouse

f. Contract w/ Design West for Architectural & Engineering Services for Clerk's Lobby Remodel

g. Contract w/ Design West for Architectural & Engineering Services for District Court Remodel

Fairgrounds

h. Temporary Pedestrian Bridge Agreement w/Benton Franklin Fair Association

Human Services

i. Agreement w/City of Richland to Fund Transitional Rental Housing Units

j. Agreement w/Columbia Veterans Coalition to Amend Contract Language

Prosecuting Attorney

k. Contract w/P Fleming for Transcription Services

Public Works

l. Payment Authorization to Edwards Auto Rebuild for Auto Repairs

m. Award of Paving Marking to Road Products, Inc.

n. Grant Agreement w/State of Washington Department of Ecology

o. Memorandum of Understanding between Benton PUD and Benton County to Relocate Existing Power Lines

Sheriff

- p. Authorization to Purchase Uniforms from 911 Supply, LLC
- q. Agreement w/WA State Department of Corrections for Use of Jail Facilities
- r. Authorization for Purchase of Replacement Vehicles from Columbia Ford Mercury Lincoln

Scheduled Business:

Capital Improvement Plan – K Mercer & L Small

Unscheduled Visitors

Board Assignment Update

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, July 31, 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 Kely; 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; DPA Ryan Brown, DPA Ryan Lukson, and DPA Steve Hallstrom; Nick Kooiker, Treasurer's Office; Susan Walker, Planning; Clerk Josie Delvin; Auditor Brenda Chilton; Randy Reid, Central Services.

Approval of Minutes

The Minutes of July 24, 2012 were approved.

Consent Agenda

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

Animal Control

- a. Contract with AllSeasons Contractors LLC for Installation of Walkways & Dog Runs

Auditor

- b. Line Item Transfer, Fund No. 0106-101, Dept. 000

Commissioners

- c. Reappointment of D Akers to the Benton County Public Facilities District
- d. Reappointment of V.J. Meadows to the Benton County Public Facilities District

Facilities

- e. Line Item Transfer, Fund No. 0000-101, Dept. 110
- f. Contract w/Columbia River Plumbing & Mechanical for Installation of Two Water Heaters

Human Services

- g. Lease Agreement w/Neopost for Postage Equipment

Personnel

- h. August Employee of the Month Appointment

Planning

- i. Letter of Appreciation for J Wetzel
- j. Shoreline Public Participation Plan Update

Public Works

- k. Authorization for Public Hearing for Vacation of Right of Way @ Ruppert Road
- l. Authorization for Public Hearing for Vacation of Right of Way @ Locust Grove Road
- m. Highways & Local Programs State Funding Agreement for Piert Road Extension
- n. Local Agency Federal Aid Project Prospectus for Piert Road Extension
- o. Line Item Transfer, Fund No. 0501-101, Dept. 650
- p. Authorization to Purchase Two All-Wheel Drive Motor Graders
- q. Public Works Contract w/L & S Fencing for Installation of Fencing & Access Gate

Sheriff

- r. Reestablishing Employee Recognition Award Policy; Rescinding Resolution 08-952
- s. Reestablishing Compensation of Appointed Non-Bargaining Supervisors; Rescinding Resolution 05-637
- t. Grant Agreement w/WA State Military Dept for Buffer Zone Protection Program

Superior Court

- u. Memorandum of Understanding and Agreement w/the Boards of Commissioners of Benton and Franklin Counties for Superior Court Salaries & Benefits

Aging & Long Term Care Update

Lori Brown updated the Board on the current structure and services provided by the Agency on Aging & Long Term Care. She said there is an agreement in place created in the 1970's to provide services in seven counties and it was created to ensure continuum of service for elderly and disabled. She indicated that Yakima County was currently the authority for this agency and Yakima County had asked her to explore a different governing structure (a Council of Government) that would include interaction with the different counties; this would involve a new interlocal agreement and she would provide examples of interlocal agreements that were being used across the state as a model.

Chairman Beaver said he was sensitive to signing interlocal agreements and wanted to make sure there were not any future requests for contribution from Benton County. Ms. Brown said that was not the intent and she would provide further information to the Board if it was interested. The Board said it was interested.

Final Plat of Cottonwood Estates

Mike Shuttleworth presented the final plat of Cottonwood Estates. He said that all conditions had been met and it was ready for approval.

MOTION: Commissioner Bowman moved to approve the final plat of Cottonwood Estates SUB 07-09 and authorize the Chairman so indicate by signing the final plat. Upon vote, the motion carried unanimously.

Commissioner Assignment Update

Commissioner Bowman reported on his attendance at the following meetings: Hanford Communities meeting and Washington State Community and Economic Development Housing Committee (reviewing economic development issues).

Commissioner Small reported on the following activities: meeting with Port of Benton regarding partnership; meeting with Sheriff's office; continuing to work with GCBH; toured the Horse Heaven Hills with Senator Jerome Delvin to talk about their land issues affecting that area.

Chairman Beaver said he continued to work on the Yakima water issue and attended the Chamber event.

Executive Session

The Board went into executive session at 9:32 a.m. with DPA Ryan Brown for up to 30 minutes to discuss pending and potential litigation. Also present were Ryan Lukson, Steve Hallstrom, Loretta Smith Kelty, Melina Wenner, David Sparks, and Cami McKenzie. The Board came out of executive session at 9:57 a.m. Mr. Brown said the Board discussed pending and potential litigation and said the Board took no action.

The Board briefly recessed, reconvening at 10:02 a.m.

Executive Session

The Board went into executive session at 10:02 a.m. with DPA Steve Hallstrom for up to 20 minutes to discuss the performance of a public employee. Also present were David Sparks, Ryan Brown, Ryan Lukson, Melina Wenner, Loretta Smith Kelty, and Cami McKenzie. The Board came out of executive session at 10:17 a.m. and Mr. Hallstrom said the Board took no action.

Vouchers

Check Date: 07/27/2012
Warrant #: 62488-62729
Transfers #: 010107122
Total all funds: \$878,134.77

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

Resolutions

2012-421 Contract with AllSeasons Contractors LLC for Installation of Walkways & Dog Runs
2012-422 Line Item Transfer, Fund No. 0106-101, Dept. 000
2012-423 Reappointment of D Akers to the Benton County Public Facilities District

- 2012-424 Reappointment of V.J. Meadows to the Benton County Public Facilities District
- 2012-425 Line Item Transfer, Fund No. 0000-101, Dept. 110
- 2012-426 Contract w/Columbia River Plumbing & Mechanical for Installation of Two Water Heaters
- 2012-427 Lease Agreement w/Neopost for Postage Equipment
- 2012-428 Authorization for Public Hearing for Vacation of Right of Way @ Ruppert Road
- 2012-429 Authorization for Public Hearing for Vacation of Right of Way @ Locust Grove Road
- 2012-430 Highways & Local Programs State Funding Agreement for Piert Road Extension
- 2012-431 Local Agency Federal Aid Project Prospectus for Piert Road Extension
- 2012-432 Line Item Transfer, Fund No. 0501-101, Dept. 650
- 2012-433 Authorization to Purchase Two All-Wheel Drive Motor Graders
- 2012-434 Public Works Contract w/L & S Fencing for Installation of Fencing & Access Gate
- 2012-435 Reestablishing Employee Recognition Award Policy; Rescinding Resolution 08-952
- 2012-436 Reestablishing Compensation of Appointed Non-Bargaining Supervisors; Rescinding Resolution 05-637
- 2012-437 Grant Agreement w/WA State Military Dept for Buffer Zone Protection Program
- 2012-438 Memorandum of Understanding and Agreement w/the Boards of Commissioners of Benton and Franklin Counties for Superior Court Salaries & Benefits
- 2012-439 Final Plat Approval of SUB 07-09 – Cottonwood Estates

There being no further business before the Board, the meeting adjourned at approximately 10:17a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>8/7/12</u>	Execute Contract	_____	Consent Agenda	X
Subject:	<u>Animal Control</u>	Pass Resolution	X _____	Public Hearing	_____
Prepared by:	<u>C. McKenzie</u>	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	_____	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

BACKGROUND INFORMATION

SUMMARY

A line item transfer in the amount of \$1,022.00 is needed to move funds to the computer equipment lease line item in the Animal Control budget. This amount was not originally included in the 2011-2012 budget.

RECOMMENDATION

Approve the resolution authorizing the line item transfer.

FISCAL IMPACT

Fund – Current Expense 0000-101, Dept. 137
 No supplement needed.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 137.

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

C. McKenzie

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Animal Control Dept Nbr: 137

Fund Name: Current Expense Fund Nbr: 0000-101

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
521-230	4802	Repair/Maint. - Vehicles	\$1,022	521-230	9501	Computer Equipment Lease	\$1,022
TOTAL			\$1,022	TOTAL			\$1,022

Explanation:

This line item transfer is necessary to pay the 2012 Computer Replacement Assessment that was not originally budgeted for during the budget process.

Prepared by: Cami McKenzie Date: 30-Jul-2012

Approved Denied Date: _____

Chairman

Member

Member

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



August 9, 2012

Ms. Ginny Waltman, Assistant Audit Manager
Washington State Auditor's Office
100 North Morain, Suite 216
Kennewick, WA 99336

Dear Ms. Waltman:

We are providing this letter in connection with your audit of applicable federal programs of Benton County for the period January 1, 2011 through December 31, 2011.

Certain representations in this letter are described as being limited to matters that are material, regardless of size, if they involve a weakness, omission or misstatement of information that, in the light of surrounding circumstances, make it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the weakness, omission or misstatement.

We confirm, to the best of our knowledge and belief, having made appropriate inquiries to be able to provide our representations, the following representations made to you during your audit.

1. We have made available to you all:

- Financial records and related data.
- Minutes of the meeting of the Board of Commissioners or summaries of actions of recent meetings for which minutes have not yet been prepared.

2. We acknowledge and understand our responsibility for compliance with requirements related to confidentiality of certain information, such as HIPAA requirements. Further, we have notified you that records or data containing information subject to confidentiality requirements have been made available to you.
3. We acknowledge and understand our responsibility for complying with applicable state and local laws, regulations, and provisions of contracts and grant agreements.
4. We have identified and disclosed all laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on the determination of financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
5. We have complied with all material aspects of grant agreements.
6. We acknowledge and understand our responsibility for the design and implementation of programs and controls to safeguard public resources and ensure compliance with applicable laws and regulations, including controls to prevent and detect fraud.
7. We have established adequate procedures and controls to safeguard public resources and ensure compliance with applicable laws and regulations.
8. Except as disclosed to the auditors in accordance with RCW 43.09.185, we have no knowledge of any fraud nor do we suspect fraud involving management, employees or others.
9. Except as disclosed to the auditors in accordance with RCW 43.09.185, we have no knowledge of any allegations of fraud or suspected fraud received in communications from employees, former employees, analysts, regulators, or others.
10. There are no material transactions that have not been properly recorded in the financial records.
11. We acknowledge and understand our responsibility for complying, and have complied, with the requirements of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
12. We have prepared the Schedule of Expenditures of Federal Awards (SEFA) in accordance with OMB Circular A-133 and included all expenditures from federal agencies and pass-through agencies in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. We believe that the Schedule, including its form and content, is fairly presented in accordance with OMB Circular A-133.

13. The methods of measurement and presentation of the SEFA are consistent with the prior period. There are no significant assumptions or interpretations underlying the measurement or presentation of the SEFA.
14. If the SEFA is issued separately from the audited financial statements, we confirm and understand our responsibility to make the audited financial statements readily available to the intended users of the SEFA no later than the date of issuance of that information, including your report thereon.
15. We have identified the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal awards.
16. We have complied, in all material respects, with the compliance requirements related to our federal awards.
17. We have disclosed to the auditor any interpretations of federal compliance requirements that vary from federal or pass-through agency interpretations.
18. We have maintained internal control over federal programs sufficient to provide reasonable assurance that awards are managed in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of our federal awards.
19. We have disclosed whether any changes in internal controls over federal awards, including any corrective action taken in response to findings, has occurred subsequent to the audit period.
20. We have made available all contracts and grant agreements (including amendments, if any) and any other correspondence that has taken place with federal agencies or pass-through agencies related to federal awards.
21. We are not aware of any amounts questioned or known noncompliance with requirements of our federal awards occurring during or subsequent to the audit period. Further, we have made available to the auditor the results of any other audits or program reviews.
22. We have provided the auditor with all information regarding management decisions or follow-up work performed by federal or pass-through agencies on any findings reported in the past.
23. We have made available all documentation related to the compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.

24. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared, and are prepared on a basis consistent with that presented in the Schedule of Expenditures of Federal Awards.
25. The copies of federal program financial reports provided to the auditor are true copies of the reports submitted, or electronically transmitted, to federal agencies or pass-through agencies.
26. We have advised our subrecipients of requirements imposed on them by Federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements we impose as a condition of receiving Federal awards.
27. We have monitored the activities of our subrecipients as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements.

James R. Beaver
Chairperson,
Board of County Commissioners


Brenda Chilton
Benton County Auditor

Duane A. Davidson
Benton County Treasurer

cc: Board of County Commissioners
Brenda Chilton, Benton County Auditor
Duane A. Davidson, Benton County Treasurer
Ryan Brown, Chief Civil Deputy, Benton County

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 08/07/12	Execute Contract	_____
Subject: Line Item Transfer	Pass Resolution	XXX
Prepared by: Marilu Flores	Pass Ordinance	_____
Reviewed by: L Smith Kelty	Pass Motion	_____
	Other	_____
	Consent Agenda	XXX
	Public Hearing	
	1st Discussion	
	2nd Discussion	
	Other	

BACKGROUND INFORMATION

A line item transfer is necessary in order to process the balance of 2012 automobile rental assessment through our Public Works Department.

SUMMARY

RECOMMENDATION

Approve line item transfer in the amount of \$2499 in order to process the balance of the Commissioners' Office 2012 automobile rental assessment through our Public Works Department.

FISCAL IMPACT

na

MOTION

na - on consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 107.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, M Flores

Flores

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Commissioners' Office Dept Nbr: 107

Fund Name: Current Expense Fund Nbr: 0000-101

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
511.100	4906	Print/Bindery	\$2,499	511.100	9503	Automobile Rental	\$2,499
TOTAL			\$2,499	TOTAL			\$2,499

Explanation:

Transfer necessary to pay for remainder of 2012 automobile rental assessment and admin fees.

Prepared by: Marilu Flores Date: 30-Jul-2012

Approved Denied Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>COMMISSIONERS</u>
Meeting Date: 8/07/2012	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: K. Mercer	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 planning resources for the possible improvements at the Benton County Fairgrounds located in Kennewick, WA.

Design West provided Benton County with a proposal for said services for an amount not to exceed \$10,000. 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 Fairground Building Improvements study located for an amount not to exceed \$10,000 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 Capital Project 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 Fairground Building Improvements and authorizes payment for an amount not to exceed \$10,000 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, PA PROVIDING ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BENTON COUNTY FAIRGROUNDS BUILDING 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 planning resources for the possible improvements at the Benton County Fairgrounds located in Kennewick, WA; and

WHEREAS, the proposed project will include new attached bathroom facility to Building 1; new HVAC system, wall finishes and kitchenette improvements to Building 2; and a complete replacement and new restroom facility; and

WHEREAS, Design West Architects proposes to create conceptual drawings and assemble conceptual construction budget for an overall amount not to exceed \$10,000.00; 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 Fairground building Improvements and authorizes payment to Design West Architects for said services for an amount not to exceed \$10,000.00 plus 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

July 17, 2012

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

RE: Architectural Proposal
Benton County Fairgrounds – Building Improvements

Dear Dean,

Thank you for considering Design West Architects for providing analysis and planning resources for the possible improvements at existing Fairground buildings in Kennewick, Washington. As we discussed in our meeting on July 16th, it is our intent to provide: conceptual drawings, assemble conceptual construction budget, participate in meetings and evaluate design options with Owner. We understand these recommendations will be evaluated by Benton County for consideration of future projects.

The proposed study investigations and conceptual layouts will include:

Building 1, new attached bathroom facilities

Building 2, new HVAC system, wall finishes and kitchenette improvements

Grange, complete replacement and new restroom facilities

We anticipate consulting with a mechanical engineer for system recommendations regarding Building 2 possible heating/cooling systems. The consulting engineering fee is included as part of this proposal.

Compensation for these services shall be invoiced on **Time and Material** basis with a **Not To Exceed Amount of \$10,000**. 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 \$850. 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>	<u>COMMISSIONERS</u>
Meeting Date: 8/07/2012	Execute Contract _____	Consent Agenda <u> X </u>
Subject: A&E Service Courthouse	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: K. Mercer	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 evaluation of the existing heating and cooling system located at the Benton County Courthouse located in Prosser, WA.

Design West provided Benton County with a proposal for said services for an amount not to exceed \$5,000. 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 Courthouse HVAC Analysis based on time and material for an amount not to exceed \$5,000 and award said A/E services to Design West Architects; applying said services to the current blanket contract outlined in Resolution 11-651.

FISCAL IMPACT

Said services will be paid from the Capital Project Fund with no supplement needed.

MOTION

The Board of Benton County Commissioners hereby concurs with the proposal received for A/E services for the heating and cooling analysis located at the Benton County Courthouse, Prosser, WA, and authorizes payment to Design West Architects PA for an amount not to exceed \$5,000 plus 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 HEATING VENTILATION AND COOLING (HVAC) ANALYSIS LOCATED AT THE BENTON COUNTY COURTHOUSE IN PROSSER, 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 Architects was asked by Benton County to provide an analysis and evaluation of the existing heating and cooling system located at the Benton County Courthouse located in Prosser, WA; and

WHEREAS, Design West Architects provided a proposal for said architectural and engineering services based on time and material for an amount not to exceed \$5,000; 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 Heating and Cooling analysis located at the Benton County Courthouse, Prosser, WA and authorizes payment to Design West Architects for said services based on time and material for an amount not to exceed \$5,000.00 plus 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 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

Attest: _____
Clerk of the Board

Member

Constituting the Board of County
Commissioners of Benton County,
Washington



DESIGN
WEST

July 19, 2012

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

RE: Architectural Proposal
Benton County Prosser Courthouse – Heating and Cooling Analysis

Dear Dean,

Thank you for considering Design West Architects for providing analysis and planning resources for the possible improvements at existing County Courthouse in Prosser, Washington. As we discussed, it is our intent to provide: analysis and evaluation of the existing heating and cooling system, discuss alternate systems, provide conceptual construction budget and participate in meetings with the Owner. We understand these recommendations will be evaluated by Benton County for consideration of future projects.

We anticipate consulting with a mechanical engineer for system recommendations regarding the heating/cooling system evaluation and alternate systems. The consulting engineering fee is included as part of this proposal.

Compensation for these services shall be invoiced on **Time and Material** basis with a **Not To Exceed Amount of \$5,000**. 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 \$600. 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>	<u>COMMISSIONERS</u>
Meeting Date: 8/7/2012	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Professional Contact	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: R Lukson	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 the expansion remodel of the Benton County Clerk's lobby located at the Justice Center, Kennewick, WA.

Attached is a Resolution and Professional Service Contact between Benton County and Design West Architects PA for complete architectural and engineering services including complete documentation and construction administration in the amount of \$15,900 plus all reimbursable expense billed at cost plus 15% for the remodel of the Benton County Clerk's Lobby located at the Justice Center, Kennewick, WA.

RECOMMENDATION

The recommendation is to approve the attached Resolution and Professional Service Contract between Benton County and Design West Architects for A/E services for the Benton County Clerk's Lobby Remodel, with said funds being paid out of the Capital Fund 0305101.

FISCAL IMPACT

This project will be paid out of the Capital Project Fund 0305101 and no supplement is necessary.

MOTION

The Board of Benton County Commissioners hereby concurs with the attached Professional Service Contract between Benton County and Design West Architects PA in the amount of \$15,900 plus all reimbursable expense billed at cost plus 15%. The Board hereby authorizes the Chairman of the Board to sign the attached contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND DESIGN WEST ARCHITECTS, PA, FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BENTON COUNTY CLERK'S LOBBY REMODEL 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, per Resolution 2012-371 dated July 10, 2012, the Board authorized Design West Architects to provide an analysis, conceptual ideas and project budgeting for the possible expansion of the Benton County Clerk's Lobby located in Kennewick, WA and the Benton County District Court remodel located in Prosser, WA; and

WHEREAS, after review of the analysis and conceptual ideas, the County Administrator believes it is in the best interest of the County to move forward with a Professional Service Contract with Design West Architects, PA for architectural and engineering services including complete documentation and construction administration for the Benton County Clerk's Lobby remodel for an amount not to exceed \$15,900.00 plus all reimbursable expenses billed at cost plus 15%; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with the recommendation to enter into a Professional Service Contract with Design West Architects, P.A. for architectural and engineering services including complete documentation and construction administration for the Benton County Clerk's Lobby remodel located in Kennewick, WA for an amount not to exceed \$15,900.00 plus all reimbursable expense billed at cost plus 15%; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached Professional Service Contract between Benton County and Design West Architects, P.A.

Dated this _____ day of _____, 2012

Chairman of the Board

Member

Attest: _____
Clerk of the Board

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

**PROFESSIONAL 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 **DESIGN WEST ARCHITECTS**, a Washington professional corporation with its principal offices at 7513 W Kennewick Ave., Suite D, 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 includes the following additional document.

- a. Exhibit "A" - Architectural Proposal for the Clerk's Lobby Remodel dated May 31, 2012

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall terminate upon the earlier of either (a) approval of the Notice of Completion via Resolution executed by COUNTY's Board of Commissioners, or (b) nine (9) months after commencement of the 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 COUNTY requires and the CONTRACTOR agrees to perform the following services:

- a. Provide Architectural and Engineering Services for the Benton County Clerk's Lobby Remodel located at the Benton County Justice Center, Kennewick, WA all in accordance with Exhibit A attached hereto; subject to the following requirements and limitations:
 - i. The CONTRACTOR agrees to provide its own labor and materials as included costs in the fees payable consistent with Exhibit A and Section 5 below. Unless otherwise provided for in a work order, no materials, labor, or facilities will be furnished by the COUNTY.
 - ii. The COUNTY shall furnish the CONTRACTOR with a proposed work order for each project under this Contract, and the CONTRACTOR shall in return provide

the COUNTY with a detailed breakdown proposal including the scope of work and fees consistent with the Exhibit A for services to be performed. Any additional proposals from the Architect must be approved by the Board of Benton County Commissioners via resolution prior to commencement of any work.

- iii. The CONTRACTOR shall review the COUNTY's scope of work, budget and schedule and reach an understanding with the COUNTY of the project requirements. Based on the approved project requirements, the CONTRACTOR shall develop a design. Upon COUNTY's approval of the design, CONTRACTOR shall prepare construction documents indicating requirements for construction of the project and shall coordinate its services with any consulting services the COUNTY provides. The Contractor shall assist the COUNTY in filing documents required for the approval of government authorities in obtaining proposals and in awarding contracts for construction. During the construction phase, CONTRACTOR shall act as the COUNTY's representative to the extent set forth in this Contract. CONTRACTOR will visit the construction site at intervals appropriate the stage of construction to become generally familiar with the progress and quality of the work. CONTRACTOR will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work. Based on the CONTRACTOR's observations and evaluations of the construction, CONTRACTOR shall certify amount the amounts due to the construction contractor. CONTRACTOR shall promptly review and approve or take appropriate action upon construction contractor's submittals for the limited purpose of checking with the conformance of information given and the design concept expressed in the contract documents. CONTRACTOR shall be responsible for producing all contract documents and correspondence related to construction or improvement projects for which CONTRACTOR is responsible. CONTRACTOR shall oversee, manage and direct all facets of project in a manner consistent with the standards expected of similarly situated architects on construction or improvement projects within the State of Washington. CONTRACTOR shall generate all necessary documentation and contracts associated with construction or improvement projects for which CONTRACTOR is responsible subject, when appropriate, to review by COUNTY's legal counsel,

and shall amend or modify such documents and contracts at the direction of COUNTY'S legal counsel or COUNTY'S representative. These documents and contracts include, but are not limited to: request for proposals/request for competitive bids to include posting the legal advertisements; Notices to Proceed; AIA standard form contracts; Change Orders; approval of all Progress Payments; Letter of Substantial Completion. The CONTRACTOR shall forward all original documents to the COUNTY at COUNTY'S request, and shall retain all records related to any given project for the appropriate Washington State Retention Schedule as promulgated by the Washington State Archivist.

- iv. The CONTRACTOR shall perform the work consistent with the industry standards in the A&E Profession. Specifically, in instances where project contracts call for the architect to exercise independent discretion in making a decision or resolving a dispute, CONTRACTOR shall do so in an independent fashion.
 - v. The CONTRACTOR shall complete each task assigned in a timely manner according to the schedule agreed to by the parties.
- b. Information and Reports: The CONTRACTOR'S representative shall meet with the COUNTY'S representative as specified in each work order, and if not stated, no less than one time per week while a work order is in progress. The CONTRACTOR shall prepare and present status reports and other required information as specified in each work order, or as otherwise requested in writing by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Brandon Wilm, Managing Associate
7513 W Kennewick Ave., Suite D
Kennewick, WA 99336
Phone: (509) 783-2244
Fax: (509) 783-8740
Cell: (509) 627-9790

- b. For COUNTY: Dean Docken, Facility Supervisor
PO Box 190
Prosser, WA 99350
Phone: (509) 783-3118
Fax: (509) 222-3710
Cell: (509) 539-5789

A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION

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

- a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed fifteen thousand nine hundred dollars (\$15,900.00) not including any reimbursable expenses as detailed in Exhibit A at actual cost plus fifteen percent (15%) unless agreed to by amendment by both parties. The Contractor shall be paid the amount stated in the proposal and approved resolution consistent with the rates established in Exhibit A.

6. INVOICING

- a. Each invoice shall contain a detailed description of the work performed and billed on the percentage of the project complete to date, less any amount previously invoiced.
- b. The CONTRACTOR will not be paid for any work not expressly authorized in form of resolution signed by the Board of Benton County Commissioners.
- c. Partial Payments: The CONTRACTOR may submit invoices to the COUNTY not more than twice per month during the progress of the work for partial payment of the work completed to date of invoice, less amounts paid on previous invoices. Each invoice shall cover all work performed for the COUNTY during the billing period. The CONTRACTOR shall not be paid for services rendered under this contract until they have been performed to the COUNTY'S satisfaction. The County shall authorize payment when the work billed is accepted by the County; and will remit payment for the accepted work within thirty (30) days after receiving the invoice.
- d. In the event the CONTRACTOR has failed to substantially perform any obligation specified on a work order and such

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

BENTON COUNTY COMMISSIONERS

DESIGN WEST ARCHITECTS, PA

James Beaver, Chairman

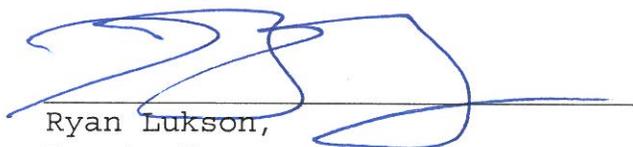


Brandon Wilm, Managing Associate

Dated: _____

Dated: 7/30/12

Approved as to Form:



Ryan Lukson,
Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>COMMISSIONERS</u>
Meeting Date: 8/7/2012	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Professional Contact	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: R Lukson	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 the Benton County District Court remodel located at the Benton County Courthouse, Prosser, WA.

Attached is a Resolution and Professional Service Contact between Benton County and Design West Architects PA for complete architectural and engineering services including complete documentation and construction administration for the amount of \$21,600 plus all reimbursable expense billed at cost plus 15% for the Benton County District Court remodel located at the Courthouse, Prosser, WA.

RECOMMENDATION

The recommendation is to approve the attached Resolution and Professional Service Contract between Benton County and Design West Architects for A/E services for the Benton County District Court remodel, with said funds being paid out of the Capital Fund 0305101.

FISCAL IMPACT

This project will be paid out of the Capital Project Fund 0305101 and no supplement is necessary.

MOTION

The Board of Benton County Commissioners hereby concurs with the attached Professional Service Contract between Benton County and Design West Architects PA in the amount of \$21,600 plus all reimbursable expense billed at cost plus 15%. The Board hereby authorizes the Chairman of the Board to sign the attached contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WA

IN THE MATTER OF A PROFESSIONAL SERVICE CONTRACT BETWEEN BENTON COUNTY AND DESIGN WEST ARCHITECTS, PA, FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE BENTON COUNTY DISTRICT COURT REMODEL LOCATED IN PROSSER, 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, per Resolution 2012-371 dated July 10, 2012, the Board authorized Design West Architects to provide an analysis, conceptual ideas and project budgeting for the possible expansion of the Benton County Clerk's Lobby located in Kennewick, WA and the Benton County District Court remodel located in Prosser, WA; and

WHEREAS, after review of the analysis and conceptual ideas, the County Administrator believes it is in the best interest of the County to move forward with a Professional Service Contract with Design West Architects, PA for architectural and engineering services including complete documentation and construction administration for the Benton County District Court remodel for an amount not to exceed \$21,600.00 plus all reimbursable expenses billed at cost plus 15%; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby agrees with the recommendation to enter into a Professional Service Contract with Design West Architects, P.A. for architectural and engineering services including complete documentation and construction administration for the Benton County District Court remodel located in Prosser, WA for an amount not to exceed \$21,600.00 plus all reimbursable expense billed at cost plus 15%; and

BE IT FURTHER RESOLVED, the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign the attached Professional Service Contract between Benton County and Design West Architects, P.A.

Dated this _____ day of _____, 2012

Chairman of the Board

Member

Attest: _____
Clerk of the Board

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

**PROFESSIONAL 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 **DESIGN WEST ARCHITECTS**, a Washington professional corporation with its principal offices at 7513 W Kennewick Ave., Suite D, 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 includes the following additional document.

- a. Exhibit "A" - Architectural Proposal for District Court Improvements dated May 31, 2012

2. DURATION OF CONTRACT

The term of this Contract shall begin upon signature of both parties and shall terminate upon the earlier of either (a) approval of the Notice of Completion via Resolution executed by COUNTY's Board of Commissioners, or (b) twelve (12) months after commencement of the 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 COUNTY requires and the CONTRACTOR agrees to perform the following services:

- a. Provide Architectural and Engineering Services for the Benton County District Court Remodel located at the Benton County Courthouse, Prosser, WA all in accordance with Exhibit A attached hereto; subject to the following requirements and limitations:
 - i. The CONTRACTOR agrees to provide its own labor and materials as included costs in the fees payable consistent with Exhibit A and Section 5 below. Unless otherwise provided for in a work order, no materials, labor, or facilities will be furnished by the COUNTY.
 - ii. The COUNTY shall furnish the CONTRACTOR with a proposed work order for each project under this Contract, and the CONTRACTOR shall in return provide

the COUNTY with a detailed breakdown proposal including the scope of work and fees consistent with the Exhibit A for services to be performed. Any additional proposals from the Architect must be approved by the Board of Benton County Commissioners via resolution prior to commencement of any work.

- iii. The CONTRACTOR shall review the COUNTY's scope of work, budget and schedule and reach an understanding with the COUNTY of the project requirements. Based on the approved project requirements, the CONTRACTOR shall develop a design. Upon COUNTY's approval of the design, CONTRACTOR shall prepare construction documents indicating requirements for construction of the project and shall coordinate its services with any consulting services the COUNTY provides. The Contractor shall assist the COUNTY in filing documents required for the approval of government authorities in obtaining proposals and in awarding contracts for construction. During the construction phase, CONTRACTOR shall act as the COUNTY's representative to the extent set forth in this Contract. CONTRACTOR will visit the construction site at intervals appropriate the stage of construction to become generally familiar with the progress and quality of the work. CONTRACTOR will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work. Based on the CONTRACTOR's observations and evaluations of the construction, CONTRACTOR shall certify amount the amounts due to the construction contractor. CONTRACTOR shall promptly review and approve or take appropriate action upon construction contractor's submittals for the limited purpose of checking with the conformance of information given and the design concept expressed in the contract documents. CONTRACTOR shall be responsible for producing all contract documents and correspondence related to construction or improvement projects for which CONTRACTOR is responsible. CONTRACTOR shall oversee, manage and direct all facets of project in a manner consistent with the standards expected of similarly situated architects on construction or improvement projects within the State of Washington. CONTRACTOR shall generate all necessary documentation and contracts associated with construction or improvement projects for which CONTRACTOR is responsible subject, when appropriate, to review by COUNTY's legal counsel,

and shall amend or modify such documents and contracts at the direction of COUNTY'S legal counsel or COUNTY'S representative. These documents and contracts include, but are not limited to: request for proposals/request for competitive bids to include posting the legal advertisements; Notices to Proceed; AIA standard form contracts; Change Orders; approval of all Progress Payments; Letter of Substantial Completion. The CONTRACTOR shall forward all original documents to the COUNTY at COUNTY'S request, and shall retain all records related to any given project for the appropriate Washington State Retention Schedule as promulgated by the Washington State Archivist.

- iv. The CONTRACTOR shall perform the work consistent with the industry standards in the A&E Profession. Specifically, in instances where project contracts call for the architect to exercise independent discretion in making a decision or resolving a dispute, CONTRACTOR shall do so in an independent fashion.
 - v. The CONTRACTOR shall complete each task assigned in a timely manner according to the schedule agreed to by the parties.
- b. Information and Reports: The CONTRACTOR'S representative shall meet with the COUNTY'S representative as specified in each work order, and if not stated, no less than one time per week while a work order is in progress. The CONTRACTOR shall prepare and present status reports and other required information as specified in each work order, or as otherwise requested in writing by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Brandon Wilm, Managing Associate
7513 W Kennewick Ave., Suite D
Kennewick, WA 99336
Phone: (509) 783-2244
Fax: (509) 783-8740
Cell: (509) 627-9790

- b. For COUNTY: Dean Docken, Facility Supervisor
PO Box 190
Prosser, WA 99350
Phone: (509) 783-3118
Fax: (509) 222-3710
Cell: (509) 539-5789

A party may change its representative by providing prompt written notice to the other party.

5. COMPENSATION

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

- a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed twenty one thousand six hundred dollars (\$21,600.00) not including any reimbursable expenses as detailed in Exhibit A at actual cost plus fifteen percent (15%) unless agreed to by amendment by both parties. The Contractor shall be paid the amount stated in the proposal and approved resolution consistent with the rates established in Exhibit A.

6. INVOICING

- a. Each invoice shall contain a detailed description of the work performed and billed on the percentage of the project complete to date, less any amount previously invoiced.
- b. The CONTRACTOR will not be paid for any work not expressly authorized in form of resolution signed by the Board of Benton County Commissioners.
- c. Partial Payments: The CONTRACTOR may submit invoices to the COUNTY not more than twice per month during the progress of the work for partial payment of the work completed to date of invoice, less amounts paid on previous invoices. Each invoice shall cover all work performed for the COUNTY during the billing period. The CONTRACTOR shall not be paid for services rendered under this contract until they have been performed to the COUNTY'S satisfaction. The County shall authorize payment when the work billed is accepted by the County; and will remit payment for the accepted work within thirty (30) days after receiving the invoice.
- d. In the event the CONTRACTOR has failed to substantially perform any obligation specified on a work order and such

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

BENTON COUNTY COMMISSIONERS

DESIGN WEST ARCHITECTS, PA

James Beaver, Chairman



Brandon Wilm, Managing Associate

Dated: _____

Dated: 7/30/12

Approved as to Form:



Ryan Lukson,
Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>8/7/12</u>	Execute Contract _____	h. Temporary Pedestrian Bridge Agreement w/Benton Franklin Fair Association
Subject: Fairgrounds Temporary Bridge	Pass Resolution <u>X</u> _____	Consent Agenda <u>X</u> _____
Prepared by: jrd	Pass Ordinance _____	Public Hearing _____
Reviewed by:	Pass Motion _____	1st Discussion _____
	Other _____	2nd Discussion _____
		Other _____

BACKGROUND INFORMATION

Attached for Board review is the Temporary Pedestrian Bridge Agreement with the Benton Franklin Fair Association. The Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

SUMMARY

The Benton Franklin Fair Association temporary pedestrian bridge shall be assembled and maintained between the Sundowns seating area and the Rodeo bleachers for their annual event. The pedestrian bridge will be in place from July 1, 2012 until disassembled on or before September 30, 2012.

RECOMMENDATION

The Deputy County Administrator and Fair Grounds Office Manager recommend approval of the Lease Agreement with the Benton Franklin Fair Association.

FISCAL IMPACT

Zero – All costs associated with the construction, removal, and maintenance of the temporary pedestrian bridge shall be incurred by the Benton Franklin Fair Association. No supplement needed.

MOTION

Move the Temporary Pedestrian Bridge Agreement with Benton Franklin Fair Association to be approved.

RESOLUTION

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

**IN THE MATTER OF THE TEMPORARY PEDESTRIAN BRIDGE AGREEMENT
BETWEEN BENTON COUNTY AND THE BENTON FRANKLIN FAIR ASSOCIATION**

WHEREAS, per Resolution 06-025, the Benton Franklin Fair Association and Benton County entered into an agreement to lease facilities as described in the Fairground Lease Agreement for the purpose of an agricultural fair; and

WHEREAS, per Resolution 11-064, the Lease Agreement was extended thru December 31, 2013; and

WHEREAS, the Benton Franklin Fair Association desires to have a temporary pedestrian bridge over the horse racing track between Sundown's seating area and the rodeo bleachers; and

WHEREAS, the Benton County Deputy Administrator recommends entering into an agreement with the Benton Franklin Fair Association for the assembly and removal of a temporary pedestrian bridge; **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 Temporary Pedestrian Bridge agreement between Benton County and Benton Franklin Fair Association attached hereto.

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

**TEMPORARY PEDESTRIAN BRIDGE AGREEMENT
BENTON COUNTY FAIRGROUNDS**

WHEREAS, the Benton Franklin Fair Association, a non-profit corporation organized under the laws of the State of Washington, hereinafter the LESSEE, and Benton County a political subdivision of the State of Washington, hereinafter COUNTY, entered into an agreement to lease Facilities as described in the Fairgrounds Lease dated January 1, 2006 and recorded at 2006-009867 for the purpose of an agricultural fair.

WHEREAS, LESSEE desires to have a temporary pedestrian bridge (hereinafter referred to as "Bridge"), over the horse racing track between Sundowns seating area and the Rodeo bleachers, hereinafter referred to as the BRIDGE;

WHEREAS the parties agree that this agreement should not be construed as a leasehold improvement, and should, instead, be construed as authorization for LESSEE to erect and utilize personal property during the term of the lease with the recognition that COUNTY will not exercise any authority over the use, erection or maintenance of the personal property; **NOW, THEREFORE,**

IT IS HEREBY MUTUALLY RESOLVED, that the COUNTY and LESSEE agree to the following conditions regarding the proposed installation of the BRIDGE.

1. Purpose

LESSEE, pursuant to all terms and conditions herein, shall erect and remove a temporary pedestrian bridge between the Sundowns seating area and the Rodeo bleachers, and the COUNTY shall allow, pursuant to all terms and conditions herein, the erection and removal of said temporary pedestrian bridge. The bridge shall be constructed, erected, and maintained in a workmanlike manner in compliance with any applicable industry standards.

2. Temporary Pedestrian Bridge

LESSEE will obtain, assemble, affix and construct the Bridge pursuant to the terms and conditions herein, and, by the date specified below, LESSEE shall disassemble, remove and deconstruct the Bridge pursuant to the terms and conditions herein. LESSEE shall use the BRIDGE only during the term of the lease of the Fairground, which is August 1, 2012 through August 31, 2012.

3. Timeline

LESSEE will assemble and construct the Bridge after July 1, 2012. LESSEE will disassemble and remove the BRIDGE from the grandstands/bleachers prior to September 30, 2012 and move it to a location as approved to in writing by the COUNTY. If the BRIDGE is not disassembled and removed from the grandstands/bleachers area prior to September 30, 2012, the COUNTY will perform any and all disassembly and removal of the BRIDGE and LESSEE will reimburse the COUNTY for any and all costs associated with removal.

4. Permitting

LESSEE shall obtain all necessary licenses and permits required to assemble, affix, construct, disassemble, remove and deconstruct the BRIDGE, including but not limited to an engineer's inspection report for safety. LESSEE shall provide a copy of the report to the COUNTY by July 15, 2012. LESSEE shall be solely responsible, at all times the bridge is in place, for conducting any maintenance or checks to ensure that the bridge remains safe for pedestrian use, and remains in compliance with any applicable codes or ordinances.

5. Funding

LESSEE shall pay all costs, fees, and/or expenses associated with the performance of this Agreement including construction, removal and maintenance of the bridge.

6. Labor

LESSEE will provide all labor to perform this Agreement.

7. Hold Harmless and Indemnification

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

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

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

8. Insurance

LESSEE shall ensure that each volunteer or employee who performs any work on the installation, construction, erection, deconstruction or maintenance of the bridge is covered under a workman's compensation policy through the Department of Labor and Industries during all periods of time covered by this agreement. No volunteer or employee of LESSEE who is not so covered shall perform any work related in any way to the installation, construction, erection, deconstruction or maintenance of the bridge.

Lessee shall obtain, and maintain in force throughout the period of work contemplated by this agreement, commercial general liability insurance in the amount of no less than \$1,000,000 per accident or incident with a general aggregate limit of \$2,000,000.

a. Additional insurance terms:

(1) The LESSEE'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.

(2) The COUNTY, its officers, officials, employees and agents shall be named as additional insureds with respect to performance of services on all required insurance policies, except for any required automobile liability policy.

(3) The LESSEE'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the LESSOR as an additional insured. Specifically, the policies shall not exclude contractual liability pursuant to the indemnification and hold harmless provisions contained in section 7 of this agreement.

(4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

(5) The LESSEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(6) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(7) The LESSEE shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the LESSEE'S liability coverage is written as a claims made policy, then the LESSEE must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after completion of the services required under this Agreement.

b. Verification of Coverage and Acceptability of Insurers: All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the

most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved by the Benton County Prosecutor's Office. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(1) The LESSEE shall furnish the COUNTY with properly executed and unaltered accord form certificates of insurance or a signed policy endorsement which shall clearly evidence all required insurance no less than ten (10) days prior to the commencement of the work contemplated in this agreement. The certificates will, at a minimum, list limits of liability and coverage. The certificates will provide that the underlying insurance contract will not be canceled or allowed to expire, except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.

(2) The LESSEE shall furnish the COUNTY with evidence that the additional insured provision required above has been met. This proof must be in the form of an insurance certificate as well as the endorsement pages of the policy showing the COUNTY as an additional insured.

(3) Certificates of insurance shall show the certificate holder as "Benton County" and include "c/o" the COUNTY'S Contract Representative. The address of the certificate holder shall be shown as the current address of the COUNTY'S Agreement Representative.

(4) All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY at the following address:

Loretta Smith Kelty/John Donley
Benton County Fairgrounds
1500 S. Oak Street Building #20
Kennewick, WA 99337

(5) The LESSEE or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the COUNTY.

9. Independent Contractor

- a. The LESSEE'S services shall be furnished by the LESSEE as an independent contractor and not as an agent, employee or servant of the COUNTY. The LESSEE specifically has the right to direct and control LESSEE'S own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
- b. The LESSEE shall have and maintain complete responsibility and control over all of its volunteers, employees, agents, and representatives. No volunteer, employee, agent, or representative of the LESSEE shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY or of

Benton County, and no volunteer, employee, agent or representative of the LESSEE shall claim or otherwise assert rights to any benefits, including, but not limited to, accident insurance, worker's compensation benefits, pay, medical insurance, or fringe benefits, which are actually, or customarily, given to employees, or agents of the COUNTY.

10. Fairgrounds Lease Incorporation

The parties specifically agree herein that they shall be bound by all the terms and conditions of the aforementioned Fairgrounds Lease in execution of this Agreement.

LESSOR: BENTON COUNTY

LESSEE: BENTON FRANKLIN FAIR ASSOCIATION

BY: _____
Chairman of the Board

BY:  _____

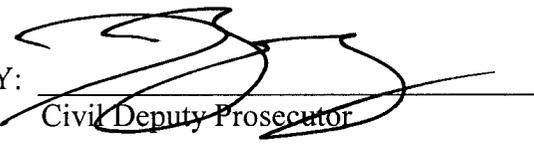
Date: _____

Date: _____

Name: _____

Title: _____

Approved as to form:

BY:  _____
Civil Deputy Prosecutor

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<p>Meeting Date:</p> <p>Subject: <u>Grant Agreement #2060-2012-City of Richland; between Benton and Franklin Counties Department of Human Services and City of Richland</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

The City of Richland intends to complete the rehabilitation of two-3 bedroom duplex units of transitional housing opportunities for domestic violence victims and their families, and transfer the duplex to the Kennewick Housing Authority public housing stock to meet the underserved needs of our community.

The Kennewick Housing Authority has entered into a Memorandum of Agreement with Domestic Violence Services to assess and screen homeless households who are victims of domestic violence currently being served in their shelter.

Households deemed eligible with at or below 50% of the Annual Median Income (AMI) will be able to remain in the home for a maximum of 24 months.

SUMMARY

Award: Maximum consideration is \$113,178.00
Period: March 1, 2012 through February 28, 2013
Funding Source: Benton County 2060 Affordable Housing Funds

RECOMMENDATION

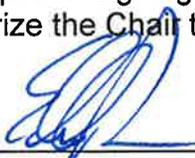
- Sign the resolution to accept the proposed grant agreement
- Approve the proposed grant agreement by signing all the copies where indicated

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 \$113,178.00

MOTION

To approve signing Grant Agreement #2060-2012-City of Richland with the City of Richland, 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-CITY OF RICHLAND TO FUND THE REHABILITATION OF TWO-3 BEDROOM DUPLEX UNITS FOR DOMESTIC VIOLENCE VICTIMS AND THEIR FAMILIES WITH BENTON COUNTY 2060 AFFORDABLE HOUSING FUNDS; BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND THE CITY OF RICHLAND

WHEREAS, the project will provide two-3 bedroom units of transitional rental housing opportunities for domestic violence victims and their families; and

WHEREAS, the City of Richland intends to complete the rehabilitation of the duplex and transfer the duplex to the Kennewick Housing Authority public housing stock to meet the underserved needs of our community; and

WHEREAS, Kennewick Housing Authority has entered into a Memorandum of Agreement with Domestic Violence Services to assess and screen homeless households who are victims of domestic violence currently being served in their shelter; and

WHEREAS, households deemed eligible with at or below 50% of the Annual Medial Income (AMI) will be able to remain in the home for a maximum of 24 months; 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-City of Richland, to fund the rehabilitation of two-3 bedroom duplex units for domestic violence victims and their families with Benton County 2060 Affordable Housing funds; between Benton and Franklin Counties Department of Human Services and the City of Richland; for a grant agreement amount of \$113,178.00; and

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

Dated thisday of, 2012

Chair

Member

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

Attest: _____
Clerk of the Board

City of Richland Planning and Redevelopment
 Transitional Rental Housing Project

FORM FIVE - RESIDENTIAL DEVELOPMENT BUDGET

Instructions: For each cost item, explain the basis for the cost, when the estimate was made and identify who made the estimate.

Total Residential Cost	Estimate by City Staff (Est)	Actual = Paid
27,500.00	CDBG Actual	
246.11	CDBG Actual	

Acquisition Costs:
 Purchase Price
 Liens
 Closing, Title & Recording Costs
 Extension payment
 Other:

Total Residential Cost	Estimate by City Staff (Est)	Actual = Paid
33,993.20	CDBG underway - LBP/Asbestos Abatement, Siding, Windows, Exterior Door, Wall Insulation, Porch Overhangs, exterior electrical	
86,530.00	Est	
2,411.00	Est	
9,642.00	Est	
7,182.00	Est	
5,130.00	Est	

Construction:
 Basic Construction Contract
 Basic Construction Contract
 Bond Premium & Insurance
 Infrastructure Improvements
 Hazardous Abate. & Monitoring
 Construction Contingency
 Sales Taxes
 Other Construction Costs: Project Management
 Other Construction Costs:

Total Residential Cost	Estimate by City Staff (Est)	Actual = Paid
2,850.00	CDBG Actual for Structural Engineer Assessment	
0.00	City In Kind Service	
0.00	City in Kind Service	
3,070.00	CDBG Actual	
2,410.13	City Landfill \$2,211.48 given as match. 198.54 CDBG Actual	

Development Costs: Professional
 Appraisal
 Architect/Engineer
 Environmental Assessment
 Geotechnical Study
 Boundary & Topographic Survey
 Legal
 Developer Fee
 Project Management
 Technical Assistance
 Other Consultants: LBP/Asbestos Testing
 Other: Debris Removal/Secure Site

**City of Richland Planning and Redevelopment
Transitional Rental Housing Project**

Other Development Costs:	
Real Estate Tax	0.00 City In Kind Service
Insurance	
Relocation	
Bidding Costs	1000.00 CDBG
Permits, Fees & Hookups	Est
Impact/Mitigation Fees	
Development Period Utilities	130.00 CDBG
Construction Loan Fees	
Construction Interest	
Other Loan Fees (Impact Capital, State HTF, etc.)	
LIMTC Fees	
Accounting/Audit	
Marketing/Leasing Expenses	
Carrying Costs at Rent up	
Operating Reserves	
Replacement Reserves	
	\$74,199.44
	\$113,178.00
	\$184,377.44 = \$92.189 per housing unit
Total CDBG	
Total 2060 Requested	
Total Project Cost	

Est.= 2060 Request

FILED FOR RECORD AT REQUEST OF: City of Richland, Planning and Redevelopment
AFTER RECORDING RETURN TO: City of Richland CDBG Program, Attn: Deborah Blucher
P.O. Box 190, MS 19
Richland, WA 99352

Reference Numbers: 94-12
Grantor(s): City of Richland CDBG Program
Grantee(s): Benton and Franklin Counties Department of Human Services
Abbreviated Legal Description: Lot 1, Block 537 Plat of Richland, Benton County, Washington
Assessor's Property Tax Parcel/Account No.: 114982020537001

RESTRICTIVE COVENANT

The Grantor, City of Richland, for itself, its heirs, executors, transferees, successors and assigns, hereby covenants and promises that the following described real property shall, for the period stated herein, not be sold, refinanced, assigned, transferred, or otherwise disposed of without the express written consent of the Benton and Franklin Counties Department of Human Services, and that to the extent that said express written consent is provided, transferee agrees to abide by the covenants on the property and assumes the obligations of Grantor under the terms of the Affordable Housing Program Grant Contract between Benton and Franklin Counties Department of Human Services and City of Richland executed on the 19th day of June, 2012; furthermore the property shall be possessed, used, developed and operated by the City of Richland CDBG Program, its heirs, executors, transferees, successors, and assigns, exclusively for the purpose of housing units made available only for persons who are at or below 50 percent of median as established by HUD for the Richland, Kennewick, and Pasco MSA; under the terms of that certain Affordable Housing program Grant Contract between Benton and Franklin Counties Department of Human Services and City of Richland executed on the 19th day of June, 2012.

Lot 1, Block 537, Plat of Richland, Benton County, Washington,
Subject to Easements and Restrictions of Record
Tax Parcel ID: 114982020537001
Common Address: 300 and 302 Delafield Avenue, Richland, WA

This Covenant shall be in force and remain in effect until February 28, 2028, at which time the same shall become null and void and no longer binding upon either party nor upon the above-described property. This Covenant may not be revised or modified except upon the mutual consent of City of Richland and Benton and Franklin Counties Department of Human Services, their successors and assigns.

This Covenant is intended to run with the land described herein and shall be binding upon all parties owning or hereafter acquiring said property or any portion thereof during the duration of said Covenant.

SIGNED as of the 26th day of June, 2012.

THE CITY OF RICHLAND

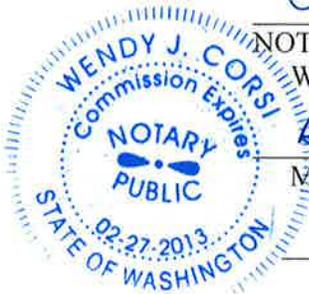
Cynthia D. Johnson
GRANTOR: Cynthia D. Johnson, City Manager

STATE OF WASHINGTON)
)ss.
COUNTY OF BENTON)

On this 26th day of June, 2012, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cynthia Johnson, to me known to be the City Manager of Richland, Washington, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned and on oath stated that she is authorized to execute the said instrument on behalf of said municipal corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Wendy J. Corsi
NOTARY PUBLIC in and for the State of
Washington, residing at
Benton County
My Commission Expires:
2-27-13



BENTON FRANKLIN COUNTIES DEPARTMENT
OF HUMAN SERVICES



GRANTEE: Ed Thornbrugh, Administrator

STATE OF WASHINGTON)
)ss.
COUNTY OF BENTON)

On this 3rd day of July, 2012, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ed Thornbrugh, to me known to be the Administrator - Dept. of Human Services Washington, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said municipal corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Maria J. Loera
NOTARY PUBLIC in and for the State of
Washington, residing at
Benton County
My Commission Expires:
1-17-2015

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: Subject: <u>Agreement #2011-2163-CBVC-01</u> Prepared by: Maria Loera, Sr. Secretary-DHS Reviewed by: Ed Thornbrugh, Administrator-DHS	Execute Amendment <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

The purpose of this amendment is to amend Section 34, b. to read: Eligibility Verification and Documentation: Veterans status, homelessness status and income eligibility status must be verified by the Contractor for program participants prior to billing for services. A copy of each participant's verification documentation shall be kept in the participant's file.

The amendment is requested due to specific language in the contract that unintentionally eliminates potential clients from services.

RECOMMENDATION

- Sign the Resolution to accept the proposed amendment
- Approve the proposed amendment 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 0154101 Homeless Housing and Assistance Fund.

MOTION

To approve signing Agreement #2011-2163-CBVC-01 with Columbia Basin Veterans Coalition, 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 AGREEMENT #2011-2163-CBVC-01 TO
AMEND LANGUAGE IN THE UNDERLYING CONTRACT THAT
UNINTENTIONALLY ELIMINATES POTENTIAL CLIENTS FOR SERVICES**

WHEREAS, Columbia Basin Veterans Coalition consists of a transitional living facility for homeless, or pending homelessness veterans who may reside in the residential facility for up to two years; and

WHEREAS, the goals of Columbia Basin Veterans Coalition are housing stability, increased skill levels through income/employment, and greater self determination, as recommended and identified by the United States Veteran's Administration for homeless veterans; and

WHEREAS, the purpose of the amendment is to amend Section 34, b. to read: Eligibility Verification and Documentation: Veterans status, homelessness status and income eligibility status must be verified by the Contractor for program participants prior to billing for services. A copy of each participant's verification documentation shall be kept in the participant's file; and

WHEREAS, the amendment is requested due to specific language in the contract that unintentionally eliminates potential clients from services; and

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accept the proposed amendment; 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, Agreement #2011-2163-CBVC-01 to amend Section 34, b. of the underlying agreement, Agreement #2011-2163-CBVC.

Dated this . . . day of , 2012

Chair

Member

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

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #2011-2163-CBVC-01**

This Amendment is made and entered into by and between Benton County, hereinafter referred to as the "County" and the parties identified below, hereinafter referred to as the "Parties."

County 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

Recipient Contact Information:

Skip Novakovich, President of the Board
Columbia Basin Veterans Coalition
1600 North 20th Avenue, Suite A
Pasco, WA 99301
Phone: 509.545-6558
Fax: 509.545-5722
E-Mail: skip@esprintinc.net

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

For the "Parties":


Skip Novakovich _____ Date 7-13-12

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:



Department of Human Services

Approved as to Form:



Benton County Prosecutor's Office

PURPOSE

This Amendment to Agreement #2011-2163-CBVC is requested due to specific language in the contract that unintentionally eliminates potential clients from services.

AMENDMENTS

Section 34 b. is amended to read:

Eligibility Verification and Documentation: Veterans status, homelessness status and income eligibility status must be verified by the Contractor for program participants prior to billing for services. A copy of each participant's verification documentation shall be kept in the participant's file.

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS**

k. Contract w/P Fleming for Transcription Services

Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract <input checked="" type="checkbox"/> Pass resolution <input type="checkbox"/> Pass ordinance <input type="checkbox"/> Pass motion <input type="checkbox"/> Other (describe)	<input checked="" type="checkbox"/> Consent agenda <input type="checkbox"/> Public hearing <input type="checkbox"/> 1 st discussion <input type="checkbox"/> 2 nd discussion <input type="checkbox"/> Other
Requested meeting date: August 7, 2012 Presentation length: Presenting elected office/department: PAO Prepared by: Ryan Lukson	

BACKGROUND INFORMATION

From time to time the Benton County Prosecutor's Office has a need for tapes/cd's of criminal hearings, inmate phone calls, search warrant requests and other evidentiary material to be transcribed and typed in a format recognized by the courts. The Benton County Prosecutor's Office previously entered into an agreement with Patricia Fleming to provide these services and has been more than satisfied with her work. The presented professional services agreement memorializes the newly negotiated rates and also mandates certain risk management actions (including indemnification obligations and insurance) that said transcription provider must take to protect the interests of Benton County.

SUMMARY

From time to time it is necessary to provide transcription services in cases handled by the Benton County Prosecutor's Office. The presented contract provides fixed negotiated rates for those services.

RECOMMENDATION

Request execution of presented professional services agreement for transcription services.

ANTICIPATED FISCAL IMPACT

No fiscal impact anticipated beyond budgeted funds.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING A PERSONAL SERVICE CONTRACT TO PAT FLEMING FOR TRANSCRIPTION SERVICES FOR THE BENTON COUNTY PROSECUTOR'S OFFICE

WHEREAS, per Benton County 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, the Benton County Prosecutor's Office has a need for tapes/cd's of criminal hearings, inmate phone calls, search warrant requests and other evidentiary material to be transcribed and typed in a format recognized by the courts; and

WHEREAS, the above Transcriber has experience and training in this area; and

WHEREAS, the Transcriber and the County previously entered into an agreement for transcription services and wish to enter into a new agreement for the mutual benefits and consideration described herein; **NOW, THEREFORE**

BE IT RESOLVED the Board of Benton County Commissioners concurs with the Benton County Prosecutor's Office recommendation and hereby awards the personal service contract to Patricia Fleming to provide transcription services at the rate of \$5.00 per page (regular) and \$7.50 per page (rush) on an as-needed basis; and

BE IT FURTHER RESOLVED the chair of the Board shall be authorized to sign said agreement on behalf of the entire Board.

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

Orig: File – PAO, Patricia Fleming
cc: Auditor, R. Ozuna

PERSONAL SERVICES AGREEMENT FOR TRANSCRIPTION SERVICES

This Personal Services Agreement is entered into by and between Benton County (hereinafter "County") and Pat Fleming (hereinafter "Transcriber").

WITNESSETH:

WHEREAS, the Benton County Prosecutor's Office has a need for tapes/cd's of criminal hearings, inmate phone calls, search warrant requests and other evidentiary material to be transcribed and typed in a format recognized by the courts.

WHEREAS, the Transcriber has experience and training in this area.

WHEREAS, the Transcriber and the County previously entered into an agreement for transcription services and wish to enter into a new agreement for the mutual benefits and consideration described herein.

1. PROFESSIONAL SERVICES

The Transcriber agrees to provide professional services as follows:

A. Pickup and Delivery Services: The Transcriber agrees to provide a telephone number to the County to request services. If the Transcriber's schedule permits, she will accept the request and pick up the audio tape/cd the same day as the request. For purposes of this Agreement, the date of acceptance of the request is considered day one of the services provided herein. After transcription is done, Transcriber will deliver the audio tape/cd and printed transcription by 5 p.m. on day three, unless other arrangements are made that are mutually agreeable to both parties.

B. Transcription Services: The Transcriber agrees to provide a double spaced, typed transcript with 1" margins and full justification. The Transcriber will indicate areas on the tape/cd that are inaudible with the term, "inaudible."

2. COMPENSATION

The Transcriber shall receive the sum of \$5.00 per double spaced page, unless the request for the transcription is sooner than 3 days. If the request for transcription is sooner than three days, the sum per double spaced page will be \$7.50. Partial pages will be pro-rated at the above amounts. The Transcriber shall submit an invoice with the transcript. The invoice will refer to the case name or number that is provided on the tape/cd.

3. TERM

The term of this Agreement shall commence upon signatures of all parties hereto and remain in effect until December 31, 2017 unless terminated pursuant to the applicable terms and provisions of this Agreement.

4. **NON-ASSIGNMENT**

The Transcriber shall not permit any other person to perform any of the services required by this agreement or assign or subcontract her responsibility for the performance of any of the services required by this Agreement without the express written consent of the County.

5. **TERMINATION**

Each of the parties shall have the right to terminate this Agreement upon 7 days advance written notice to the other party. In the event either party fails to comply with any of the provisions of this Agreement, the Agreement may be immediately terminated by either party.

6. **CONFLICT OF INTEREST**

Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Transcriber shall not be required to accept, and shall decline to accept, an assignment under this Agreement if the particular assignment would create a true and bona fide conflict of interest for Transcriber or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to transcribers in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Transcriber receiving an assignment under this Agreement (or in the event Transcriber's continued involvement in a pending assigned case would cause or constitute an actual violation of any such ethical or professional standards), Transcriber shall immediately make the County aware of such development for purposes of taking immediate action to pursue the assignment of another Transcriber.

7. **INDEMNIFICATION**

The Transcriber shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of the Transcriber or her subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the Transcriber's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

In any and all claims against the County, its officers, officials, employees and agents by any employee of the Transcriber, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Transcriber or subcontractor under

Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Transcriber expressly waives any immunity the Transcriber might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the Transcriber acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Transcriber makes with any subcontractor or agent performing work hereunder. Transcriber's obligations under this Section [7] shall survive termination and expiration of this Contract.

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

8. **RELATIONSHIP OF THE PARTIES**

This Agreement does not create an employer/employee relationship between the parties as to the services named in this agreement. It is the parties' intention that the Transcriber will be an independent contractor and not a Benton County employee for purposes of the services named in this agreement, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Washington Industrial Insurance Act (Title 51 RCW), Washington wage and hour laws, Washington Employment Security Act (Title 50 RCW). The Transcriber will retain sole and absolute discretion in the judgment and manner and means of carrying out the transcription services as described herein. The Transcriber covenants and agrees that in providing these services, she is a separate and independent enterprise from Benton County, and that the Transcriber will be solely and entirely responsible for her acts and omissions during the performance of this agreement. The parties agree this Agreement shall not be construed as creating any joint employment relationship between the Transcriber and Benton County and that Benton County will not be liable for any obligation incurred by the Transcriber, including but not limited to unpaid minimum wages and/or overtime premiums.

9. **CONFIDENTIALITY**

The Transcriber agrees to keep confidential all information learned during audio tapes/cd's or conversations regarding the tapes/cd's with the Prosecutor's Office or law enforcement.

10. **INSURANCE**

Transcriber shall obtain and maintain, at Transcriber's sole cost and expense, a policy of professional liability or errors and omissions insurance suitable for Transcriber's profession, in the amount of no less than \$250,000 per claim nor less than \$250,000 in the aggregate during the term of this Agreement with a maximum deductible of not more than \$10,000.00.

Said policy shall include coverage as an additional insured for any other person(s) acting for or on behalf of Transcriber in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Transcriber (and/or such additional insureds) during the course of performing services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

Transcriber shall continuously maintain the professional liability insurance coverage required by this section throughout the entire term of this Agreement, throughout any other longer time period during which Transcriber is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Transcriber has fully completed all services and duties required hereunder.

Contemporaneously with Transcriber's execution of this Agreement, Transcriber shall provide the County and its designated Risk Manager with copies or certificates of the insurance policies and coverage (including any endorsements) required under this section. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.

11. **ENTIRE AGREEMENT**

This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

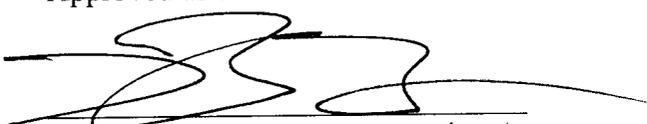
IN WITNESS WHEREOF, the parties have entered into and executed this Agreement on the date set forth below:

BENTON COUNTY
BOARD OF COMMISSIONERS
Chairman

Date: _____

TRANSCRIBER
PAT FLEMING


Date: 7-24-12

Approved as to form:

Ryan Lukson, Deputy Prosecuting Attorney

Attest:
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING THE PAYMENT TO EDWARDS AUTO REBUILD FOR REPAIRS MADE TO VEHICLE NO. 1066 (2004 FORD TAURUS) FOR THE BENTON COUNTY PUBLIC WORKS DEPARTMENT EQUIPMENT RENTAL AND REVOLVING FUND

WHEREAS, paint was peeling on Vehicle No. 1066 (2004 Ford Taurus); and

WHEREAS, the uniform process of soliciting Personal and Professional Service Contracts as stated in Resolution 2012-059 was followed; and

WHEREAS, written quotations were received from three vendors on the Benton County Vendor List; as follows:

EDWARDS AUTO REBUILD Prosser, Washington 99350	\$1,174.13
MATHEWS AUTO BODY Kennewick, Washington 99336	\$1,313.19
MEL'S INTERCITY COLLISION INC. Kennewick, Washington 99336	\$1,368.21

WHEREAS, the Benton County Public Works Manager recommended award of the business to Edwards Auto Rebuild, Prosser, Washington; and

WHEREAS, the repairs were made and an invoice in the amount of \$1,174.13 including state sales tax was received; and

WHEREAS, the Benton County Public Works Manager is requesting authorization from the Board of Benton County Commissioners to pay for the purchase of said service; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby approves the purchase of services to repair Vehicle No. 1066 (2004 Ford Taurus) and authorizes payment in the amount of \$1,174.13 to Edwards Auto Rebuild, Prosser, Washington.

Dated this 7th day ofAugust....., 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

PEELING GOES INSIDE OF JAM				
L 0390	PANEL, QUARTER	RT REFINISH		2.9 4
		2.4 SURFACE		
		0.5 TWO STAGE		
BR0397	DOOR, FUEL FILLER	RT BLEND REFINISH		0.2 4
		0.1 BLEND		
		0.1 TWO STAGE		
RI0395	QTR GLASS R & I	LT R&I ASSEMBLY		1.5 1
RI0396	QTR GLASS R & I	RT R&I ASSEMBLY		1.5 1
RI0383	MAST, ANTENNA QTR PN	LT R&I ASSEMBLY		0.2 1
RI0381	COVER, ANTENNA	LT R&I ASSEMBLY		INC 1
I 0479	LID, REAR DECK	REPAIR		1.0*1
L 0479	LID, REAR DECK	REFINISH		2.5 4
		2.1 SURFACE		
		0.4 TWO STAGE		
E 0520	N/PLATE, DECK LID	F6RZ16098KA	8.32	0.2 1
RI0538	CYL, DECK LID LOCK	R&I ASSEMBLY		0.3 1
RI0533	TAILLAMP ASSEMBLY	LT R&I ASSEMBLY		0.5 1
RI0534	TAILLAMP ASSEMBLY	RT R&I ASSEMBLY		0.3 1
N 0566	REAR BUMPER COVER R&I	ADDNL LABOR OPERA		1.4 1
L M17	COVER CAR EXTERIOR	REFINISH	10.00*	4
L M60	HAZARD. WSTE. REM.	REFINISH	3.00*	1
N	ROPE REAR GLASS	ADDNL LABOR OPERA		0.3*1*
N	ROPE FRONT GLASS	ADDNL LABOR OPERA		0.3*1*

22 ITEMS

MC MESSAGE(S)
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

GROSS PARTS				8.32
OTHER PARTS				13.00
PAINT MATERIAL				279.00
PARTS & MATERIAL TOTAL				300.32
TAX ON PARTS & MATERIAL @			7.700%	23.12
LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	50.00	5.1	5.0	505.00
2-MECH/ELEC	60.00			
3-FRAME	54.00			
4-REFINISH	50.00	9.3		465.00
5-PAINT MATERIAL	30.00			
LABOR TOTAL				970.00
TAX ON LABOR		@	7.700%	74.69
SUBLET REPAIRS				
TOWING				
STORAGE				
GROSS TOTAL				1,368.13
NET TOTAL				1,368.13

2004 FORD TAURUS SE 4DOOR SEDAN
CD LOG NO 1622-1

SHOPLINK UP887 ES CD LOG 1622-1 DATE 07/05/12 09:16:39AM R6.37 CD 05/12
HOST LOG
(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.

2.1 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX TWO-STAGE REFINISH FORMULA.

20% OFF LABOR ONLY
\$ 194.00

1,368.13
- 194.00

1,174.13

(JOB 1,174.13)
Robert D Edwards

RESOLUTION

m. Award of Paving Marking to Road Products, Inc.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: AWARDING BID FOR C.E. 1959 SMP - PAVEMENT MARKING-2012

WHEREAS, bids for C.E. 1959 SMP - PAVEMENT MARKING-2012 were received and opened on July 23, 2012; and

WHEREAS, three bids were received in the amounts below and are set forth on the attached tabulation;

ROAD PRODUCTS, INC. (ROADPI*053DT) Spokane, Washington 99211	\$216,920.00
APPLY-A-LINE, INC. (APPLYI*161RU) Pacific, Washington 98047	\$221,250.00
STRIPE RITE, INC. (STRIPRI121JM) Sumner, Washington 98390	\$234,774.00

and

WHEREAS, the County Engineer recommends award of the bid to Road Products, Inc., Spokane, Washington – ROADPI*053DT; NOW, THEREFORE,

BE IT RESOLVED that the contract for C.E. 1959 SMP – PAVEMENT MARKING-2012 be awarded to Road Products, Inc., Spokane, Washington in the amount of \$216,120.00 plus any change orders authorized by Resolution 11-216.

Dated this 7th day of August, 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

PROJECT: CE 1959 SMP - PAVEMENT MARKING 2012		ROAD PRODUCTS, INC.		APPLY-A-LINE, INC.		STRIPE RITE, INC.	
LOCATION: BENTON COUNTY		P O Box 11072		175 Roy Road SW Bldg C		1813 137th Avenue East	
LET BY: BOARD OF COUNTY COMMISSIONERS		Spokane, WA 99211-1072		Pacific, WA 98047		Sumner, WA 98390	
DATE: July 23, 2012; 2:00 p.m., Local Time							
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	CENTERLINE SKIP YELLOW	292	Linear Miles	140.00	40,880.00	125.00	36,500.00
2	PAVEMENT EDGE LINE SOLID WHITE	386	Linear Miles	262.00	101,132.00	275.00	106,150.00
3	NO PASS SOLID YELLOW	284	Linear Miles	262.00	74,408.00	275.00	78,100.00
4	S P C C PLAN	Lump Sum	L.S.	Lump Sum	500.00	Lump Sum	500.00
TOTAL BID					216,920.00		221,250.00
							41,464.00
							112,712.00
							80,088.00
							510.00
							234,774.00

PROJECT: CE 1959 SMP - PAVEMENT MARKING 2012		ENGINEER'S ESTIMATE					
LOCATION: BENTON COUNTY							
LET BY: BOARD OF COUNTY COMMISSIONERS							
DATE: July 23, 2012; 2:00 p.m., Local Time							
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	CENTERLINE SKIP YELLOW	292	Linear Miles	195.00	56,940.00		
2	PAVEMENT EDGE LINE SOLID WHITE	386	Linear Miles	330.00	127,380.00		
3	NO PASS SOLID YELLOW	284	Linear Miles	320.00	90,880.00		
4	S P C C PLAN	Lump Sum	L.S.	Lump Sum	500.00		
TOTAL BID					275,700.00		

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

DATED this 19th day of July, 2012.

FIRM NAME: Road Products, Inc.

ADDRESS: P.O. Box 11072
Spokane, WA 99211-1072

TELEPHONE: (509) 922-7847 FAX: (509) 922-9879

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Denise M Lawless
Signature

Denise M Lawless, President
Print Name and Title

N/A
Signature

N/A
Print Name and Title

P R O P O S A L

TO: THE BOARD OF COUNTY COMMISSIONERS
 BENTON COUNTY
 PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that they have examined the location of the public works project outlined in these attached special provisions, specifications and plans, and have read and thoroughly understand s the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby propose s to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO	APPROX. QTY	ITEM WITH UNIT PRICE BID	PRICE PER UNIT		AMOUNT		
			Dollars	Cts	Dollars	Cts	
1	292 Linear Miles	CENTERLINE SKIP YELLOW	140	00	40,880	00	✓
2	386 Linear Miles	PAVEMENT EDGELINE SOLID WHITE	262	00	101,132	00	✓
3	284 Linear Miles	NO PASS SOLID YELLOW	262	00	74,408	00	✓
4	Lump Sum	SPCC PLAN	500	00	500	00	✓
		TOTAL			216,920	00	✓

Moran
9/23/12

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

DATED this 23rd day of July, 2012.

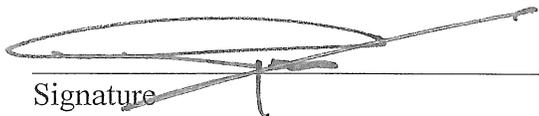
FIRM NAME: Apply-A-Line, Inc.

ADDRESS: 175 Roy Rd SW Bldg C

Pacific WA 98047

TELEPHONE: 253.299-1200 FAX: 253.299-1250

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Signature 

Michael Liljestrom, President
Print Name and Title

Signature

Print Name and Title

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
 BENTON COUNTY
 PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that they _____ have _____ examined the location of the public works project outlined in these attached special provisions, specifications and plans, and have _____ read and thoroughly understand _____ the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby propose _____ to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO	APPROX. QTY	ITEM WITH UNIT PRICE BID	PRICE PER UNIT		AMOUNT	
			Dollars	Cts	Dollars	Cts
1	292 Linear Miles	CENTERLINE SKIP YELLOW	125	00	36500	00
2	386 Linear Miles	PAVEMENT EDGELINE SOLID WHITE	275	00	106150	00
3	284 Linear Miles	NO PASS SOLID YELLOW	275	00	78100	00
4	Lump Sum	SPCC PLAN	500	00	500	00
		TOTAL			221250	00

*1/1 Mon
7/23/12*

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

DATED this 20 day of July, 2012.

FIRM NAME: Stripe Rite, Inc.

ADDRESS: 1813 137th Ave. E.
Sumner, WA 98390

TELEPHONE: 253-863-2987 FAX: 253-863-3120

SIGNATURE OF AUTHORIZED OFFICIAL(S)


Signature

Steven Bateman / President
Print Name and Title

Signature

Print Name and Title

P R O P O S A L

TO: THE BOARD OF COUNTY COMMISSIONERS
 BENTON COUNTY
 PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that we have examined the location of the public works project outlined in these attached special provisions, specifications and plans, and have read and thoroughly understand the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby propose to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices:

(NOTE: Unit prices for all items, all extensions, and total amount of bid, shall be shown.)

ITEM NO	APPROX. QTY	ITEM WITH UNIT PRICE BID	PRICE PER UNIT		AMOUNT	
			Dollars	Cts	Dollars	Cts
1	292 Linear Miles	CENTERLINE SKIP YELLOW	142.	00	41,464	00
2	386 Linear Miles	PAVEMENT EDGELINE SOLID WHITE	292.	00	112,912	00
3	284 Linear Miles	NO PASS SOLID YELLOW	282.	00	80,088	00
4	Lump Sum	SPCC PLAN	510	00	510	00
		TOTAL			234,774	00

[Signature]
7/28/12

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: <u>August 7, 2012</u>	Execute Agreement	<u>XX</u>	Consent Agenda <u>XX</u>
Subject: <u>Solid Waste Grant Agr.</u>	Pass Resolution	<u>XX</u>	Public Hearing _____
Prepared by: <u>dlh</u>	Pass Ordinance	_____	1st Discussion _____
Reviewed by: <u>SWB</u>	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

BACKGROUND INFORMATION

Benton County is the implementing agency for the County-wide Solid Waste Program. Washington State Department of Ecology (WSDOE) Coordinated Prevention Grant (CPG) funding is available for an offset 12 month cycle - from July 2012 to June 2013. This funding will reimburse expenses for the purchase of property to be used for the future of the household hazardous waste collection program. We are currently conducting a feasibility study to find an appropriate site.

The Household Hazardous Waste (HHW) Collection function of the Solid Waste Program is handled currently by mobile events held every six (6) months. The latest HHW event held in April 2012 was attended by over 1,100 citizens and collected over 128,800 lbs. of HHW, keeping these materials – from paints to corrosive liquids to mercury-containing light tubes – out of our landfills and roadside ditches.

A grant application was submitted to acquire property suitable for siting a new permanent Moderate Risk Waste Facility. The application was approved by WSDOE, and a Grant Agreement was prepared by WSDOE to make \$125,066.67 available for this task.

SUMMARY

The Benton County Solid Waste program is funded primarily by WSDOE grants at 75%, with the required matching monies contributed from Benton County (through the Solid Waste collection surcharge) and the Cities of Kennewick, Richland, West Richland, Prosser and Benton City. Participation rates are based on the 2010 census figures from the Washington State Office of Financial Management; Forecasting Division. County residents comprise 19% of the population of Benton County.

RECOMMENDATION

Approve authorization for Chairman to sign the agreement.

FISCAL IMPACT

The County will contribute 19% toward the matching monies required by the Grant. This will be a maximum of 19% of \$31,266.76, or \$5,940.68, with the remainder of matching monies contributed by the Cities of Richland, Kennewick, West Richland, Benton City and Prosser.

The impact has been positive for both the County and Cities. The Solid Waste Collection surcharge has generated more revenue than required for the County’s matching portion and has shown a small excess. This should continue in this funding cycle. There is no impact on current expense monies.

MOTION

Authorize Chairman to sign Grant Agreement No. G1300017.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY SOLID WASTE MANAGEMENT RE: ACCEPTANCE OF THE BENTON COUNTY COORDINATED PREVENTION GRANT AGREEMENT; GRANT NO.: G1300017

WHEREAS, the Washington State Department of Ecology has developed a Coordinated Prevention Grant to further Moderate Risk Waste Management and Solid Waste Programs; and

WHEREAS, the Benton County Engineer recommends acceptance of the Grant Agreement, which includes participation from the cities within Benton County; NOW, THEREFORE,

BE IT RESOLVED that the Coordinated Prevention Grant Agreement No. G1300017 in the amount of \$125,066.67, for the period of July 1, 2012 through June 30, 2013, a copy of which is on file in the Public Works Department, is hereby approved; and

BE IT FURTHER RESOLVED that the grant provides for reimbursement of 75% of costs up to a total of \$93,800, while the remaining 25% or \$31,266.76 will be split amongst the cities of Richland, Kennewick, West Richland, Benton City and Prosser with the County having a maximum obligation of 19% of the unreimbursed costs, or \$5,940.68, with percentages of obligation based on the 2010 Census population figures supplied by the Washington State Office of Financial Management; Forecasting Division and

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners is hereby authorized to sign said Grant on behalf of Benton County.

Dated this 7th day of August, 2012.

Chairman.

Chairman Pro-Tem.

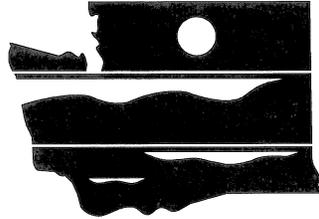
Member.

Attest: _____
Clerk of the Board

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

SWB:dlh

Auditor, Commissioners



DEPARTMENT OF
ECOLOGY
State of Washington

**COORDINATED PREVENTION GRANT AGREEMENT
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
BENTON COUNTY**

Grant No.: G1300017

This is a binding agreement entered into by and between the state of Washington Department of Ecology, hereinafter referred to as ECOLOGY or DEPARTMENT, and Benton County, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

JURISDICTION:	Benton County
MAILING ADDRESS:	P O Box 110
CITY, STATE, ZIP:	Prosser, WA 99350
RECIPIENT GRANT COORDINATOR:	Donna Holmes
TELEPHONE:	509-786-5611
FAX:	509-786-5627
E-MAIL:	donna.holmes@co.benton.wa.us
RECIPIENT BILLING/INVOICE COORDINATOR:	Donna Holmes
TELEPHONE:	509-786-5611
FAX:	509-786-5627
E-MAIL:	donna.holmes@co.benton.wa.us
ECOLOGY GRANT OFFICER:	Trent Hurlbut
TELEPHONE:	(509) 575-2782
FAX:	(509) 575-2809
E-MAIL:	trent.hurlbut@ecy.wa.gov
FUNDING SOURCE	Local Toxics Control Account
MAXIMUM ELIGIBLE COST	\$125,066.67
STATE GRANT SHARE	\$93,800.00
LOCAL SHARE	\$31,266.67
STATE MAXIMUM GRANT PERCENT	75 %
FEDERAL TAX IDENTIFICATION NO.	91-61001296
EFFECTIVE DATE OF THE AGREEMENT	07-01-2012
EXPIRATION DATE OF THE AGREEMENT	06-30-2013

PART 1: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY as outlined in the current scope of work and budget. The RECIPIENT must complete all deliverables by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in the scope of work or approved by ECOLOGY in writing.

Note: The term "task" as used in this agreement is interchangeable with the term "project" as used on the online Solid Waste Information Clearinghouse and "element" as used on payment request forms.

The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that ECOLOGY can reimburse at a rate of 75 percent under this grant.

CATEGORY: Moderate Risk Waste (MRW)

1. TASK TITLE: Purchase property for siting a Moderate Risk Waste Facility

Task Coordinator Donna Holmes, (509) 786-5611, donna.holmes@benton.co.wa.us

Maximum Eligible Task Cost: \$125,066.67

Task Description: The RECIPIENT will purchase property to allow the construction of a new permanent facility to collect Moderate Risk Waste from both households and small quantity generators. The RECIPIENT determined that a new site and a fixed facility were needed as the MRW mobile collection events that have been conducted in lieu of the previous facility which burned have been costly and not entirely effective. A consulting firm will be hired to assist in planning and property acquisition. The Feasibility Study performed by HDR Engineers will be used to select the best site,

Eligible Costs include the purchase price of the property, preliminary permit fees, title search and transfer fees, and planning and permitting efforts.

The RECIPIENT shall work to ensure the property is suitable for the purposes of an MRW facility, and effective in serving the populace of Benton County. The RECIPIENT will also maintain ownership of the property for the duration of its effective lifespan. In accordance with Part 4. Special Terms and Conditions, Section H., the RECIPIENT will use the property for the purposes authorized in this agreement; the RECIPIENT shall immediately notify the grant officer if the property is no longer used for the originally authorized purpose, at which time, the grant officer will provide instructions for disposition.

Goal Statement: To acquire property suitable for siting a permanent Moderate Risk Waste Facility.

Outcome Statement: A site has been purchased and construction of a Moderate Risk Waste Facility is ready to begin by June 30, 2013.

Work Plan, Deliverables and Activities Timeline:

- July-Sept., 2012 Choose the best site, determine its fair market value, and make an offer to the owner.
- Oct. - Dec., 2012 Hold public hearings regarding the land purchase as necessary. Determine what studies and permits are needed (i.e. SEPA, zoning change).
- Jan.-March, 2013 Finalize the purchase. Comply with SEPA and apply for zoning changes; conduct site visit with permitting agencies.
- April-June, 2013 Finish permitting and studies. Prepare an updated Interlocal Agreement with funding partners as appropriate.

Method of Evaluation: Determine whether a suitable site has been obtained for siting the new Moderate Risk Waste Facility. SEPA compliance, zoning changes, and permit applications have been completed.

PART 2: BUDGET

TASK:	
Moderate Risk Waste (MRW)	\$ 125,066.67
1. Purchase property for siting a Moderate Risk Waste Facility	\$ 125,066.67
TOTAL MAXIMUM ELIGIBLE COST	\$ 125,066.67
STATE SHARE (75%)	\$ 93,800.00
LOCAL CASH MATCH (25%)	\$ 31,266.67
INTERLOCAL COSTS (0%)	\$ - 0 -

PART 3: BUDGET CONDITIONS

- A. ECOLOGY requires the RECIPIENT to provide a match of 25 percent of the maximum eligible cost with cash or interlocal costs. Interlocal costs are the only type of in-kind contributions the RECIPIENT may use as match.
- B. If parties are contributing to the local share of task costs (match) through interlocal-in kind contributions, the RECIPIENT shall negotiate a memorandum of understanding or other written agreement confirming the contribution between the parties. These agreements shall specify the exact work to be accomplished and be signed by all parties contributing to the local match of this task. Copies of these agreements shall be made part of the RECIPIENT'S grant file and submitted to ECOLOGY.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: C.E. 1619 CRP-PIERT ROAD
EXTENSION – MEMORANDUM OF UNDERSTANDING BETWEEN BENTON PUD
AND BENTON COUNTY TO RELOCATE EXISTING POWER LINES

WHEREAS, Benton County Department of Public Works purchased right-of-way for roadway purposes for the Piert Road Extension project which crossed an existing Benton PUD easement; and

WHEREAS, the existing power lines within said right-of-way need to be relocated to a different location within said right-of-way; and

WHEREAS, a Memorandum of Understanding has been prepared by Benton PUD to set forth the terms and conditions of relocating said power lines, being that Benton County shall pay to have the existing power lines relocated at this time for the construction of Piert Road and if Benton County needs to move said power lines in the future that Benton County shall bear all costs; and

WHEREAS, there is a fee of not more than \$53,541.18 to relocate said power lines at this time; and

WHEREAS, the Chairman of the Board of County Commissioners is required to sign said Memorandum of Understanding; and

WHEREAS, the County Engineer recommends the Chairman of the Board of Benton County Commissioners sign the Memorandum of Understanding between Benton PUD and Benton County for the relocation of power lines for the Piert Road Extension project; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the County Engineer's recommendation to sign the Memorandum of Understanding between Benton PUD and Benton County for the relocation of power lines for the Piert Road Extension project; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes the Chairman of the Board of County Commissioners to sign the Memorandum of Understanding between Benton PUD and Benton County for the relocation of power lines for the Piert Road Extension project for and on behalf of Benton County; and

BE IT FURTHER RESOLVED, the fee for the relocation of said power lines shall not be more than \$53,541.18.

Dated this 7th day of August, 2012.

Chairman

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig.: Public Works

B. Thorp

MEMORANDUM OF UNDERSTANDING

Between Benton PUD and Benton County

WHEREAS, Benton Public Utility District No. 1 of Benton County ("Benton PUD") has an existing easement in the South half of the Northeast quarter of Section 23, Township 8 North, Range 30 East, Willamette Meridian, Benton County, and

WHEREAS, Benton County Department of Public Works purchased Right-of-way for roadway purposes within said Section 23, which crossed said Benton PUD easement, and

WHEREAS, the existing power lines within said Right-of-way need to be relocated, and

WHEREAS, a legal description has been created for the new location for the power lines within said Right-of-way and is attached to this agreement as "Exhibit A", and

WHEREAS, Benton PUD has a franchise, as recorded under Auditor's Fee # 2012-013336, dated 5/9/2012, with Benton County to have their facilities within Benton County Right-of-ways.

NOW THEREFORE, inconsideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereto, **IT IS MUTUALLY AGREED AS FOLLOWS:**

- I. Benton PUD will relocate the existing power lines to the new location as described in the attached "Exhibit A".
- II. Benton PUD shall have all rights as outlined within said franchise with Benton County for the newly located facilities.
- III. Benton County agrees to pay the fees required to relocate the existing power lines to the new location as described in "Exhibit A". Said fees shall not be more than \$53,541.18 .
- IV. If at any time in the future Benton County requires the relocation of the newly located power lines as placed within the described "Exhibit A", all costs for such alteration, relocation, or removal shall be at the expense of Benton County.

BENTON PUD

BY: 
Title: *Director of Engineering*

Date: 7/19/12

BENTON COUNTY

Chairman,
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:



Benton County
Deputy Prosecuting Attorney

Date: 7/30/12

June 19, 2012

EXHIBIT A

PROPOSED 10-FOOT BENTON PUBLIC UTILITY DISTRICT EASEMENT

A utility easement lying in a portion of the South-half of the Northeast quarter of Section 23, Township 8 North, Range 30 East, Willamette Meridian, Benton County, Washington, more particularly described as follows:

A utility easement for the installation, operation, maintenance, renewal and replacement of utility lines and structures over, under and across a strip of land 10-feet in width, lying 5.00 feet to each side of the following described centerline:

Beginning at an Army Corps of Engineers Brass Cap marking the Southeast corner of the Northeast quarter of said Section 23, said point bears North $89^{\circ}49'52''$ East, 2671.72 feet from the Southwest corner of the Northeast quarter of said Section 23;

Thence South $89^{\circ}49'52''$ West along the South line of the Northeast quarter of said Section 23 for a distance of 1335.90 feet to the Southwest corner of the Southeast quarter of the Northeast quarter of said Section 23;

Thence leaving the South line of the Northeast quarter of said Section 23, North $00^{\circ}58'50''$ West along the West line of the Southeast quarter of the Northeast quarter of said Section 23 for a distance of 712.67 feet;

Thence leaving the West line of the Southeast quarter of the Northeast quarter of said Section 23, North $79^{\circ}53'09''$ East, 107.70 feet to the Westerly right-of-way line of Piert Road, said point being 70.00 feet Westerly of the centerline of said Piert Road when measured radially, said point also being the **TRUE POINT OF BEGINNING** of the easement centerline to be described;

Thence continuing North $79^{\circ}53'09''$ East, 54.14 feet to a point hereinafter referred to as Point A;

Thence South $80^{\circ}19'57''$ East, 452.46 feet;

Thence North $09^{\circ}54'39''$ East, 95.58 feet, more or less, to the centerline of an existing Benton Public Utility District power pole, said point being the terminus of this easement centerline description.

(The sidelines of said easement are to be extended or shortened as necessary to form a uniform strip of land 10.00 feet wide).

ALSO a utility easement lying in a portion of the Southeast quarter of the Northeast quarter of said Section 23, Township 8 North, Range 30 East, Willamette Meridian, Benton County, Washington, more particularly described as follows:

A utility easement for the installation, operation, maintenance, renewal and replacement of utility lines and structures over, under and across a strip of land 10-feet in width, lying 5.00 feet to each side of the following described centerline:

Beginning at aforementioned Point A, said point being the **TRUE POINT OF BEGINNING** of the easement centerline to be described;

Thence North 18°25'22" West, 118.35 feet to the terminus of this easement centerline description.

(The sidelines of said easement are to be extended or shortened as necessary to form a uniform strip of land 10.00 feet wide).

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	8/07/12	Execute Contract	_____	Consent Agenda	<u> X </u>
Subject:	911 Supply	Pass Resolution	<u> X </u>	Public Hearing	_____
	Purchases –	Pass Ordinance	_____	1st Discussion	_____
	Sheriff Custody	Pass Motion	_____	2nd Discussion	_____
Prepared by:	S. Felton	Other	_____	Other	_____
Reviewed by:	A. Coverdell				

BACKGROUND INFORMATION / SUMMARY

The Benton County Sheriff's Office has a need to order uniform and uniform accessory items and solicited the following companies to provide a quote:

- 911 Supply, LLC, Keizer, OR \$4,966.93, including estimated shipping and sales tax
- Blumenthal Uniform Co., Inc., Spokane, WA \$6,684.98, no shipping and sales tax
- Kroesen's Inc., Seattle, WA \$5,112.95, shipping not included in quote, includes sales tax

RECOMMENDATION

Authorize the purchase of the uniforms and uniform accessories from 911 Supply, LLC in the amount of \$4,966.93 including sales tax with the total amount payable not to exceed \$5100.00 due to estimated shipping cost.

FISCAL IMPACT

No impact as this is a regularly budgeted item. To be paid out of Current Expense 0000-101 Department 120 Custody.

MOTION

Consent agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF OFFICER UNIFORMS FROM 911 SUPPLY, LLC FOR THE BENTON COUNTY SHERIFF'S DEPARTMENT

WHEREAS, per resolution 2012-057, "if any county department other than Public Works desires to purchase or lease from a vendor on Benton County's vendor list and not advertise and solicit formal sealed bids, it shall secure written quotes from at least three (3) different vendors on the vendor list, unless the product is such that it is not reasonable to obtain three price quotes"; and

WHEREAS, the Benton County Sheriff's Office has a need to order uniform and uniform accessory items; and

WHEREAS, the Benton County Sheriff's Office solicited the following companies to provide a quote for uniform and uniform accessories; and

911 Supply, LLC, Keizer, OR (\$4,966.93 including estimated shipping and WSST)
Blumenthal Uniform Co., Inc., Spokane, WA (\$6,684.98 including shipping and WSST)
Kroesen's Inc., Seattle, WA (\$5,112.95 including shipping and WSST)

WHEREAS, after evaluating the quotes it was determined that the items listed on the attached 911 Supply LLC have the lowest price for the needed uniforms and uniform accessories; and

WHEREAS, the Jail Captain has reviewed the quotes for completeness and recommends the purchase of uniforms and uniform accessories from 911 Supply, LLC, Keizer, OR; **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington, the Board hereby authorizes the purchase of uniforms and uniform accessories from 911 Supply, LLC in the amount of \$4,966.93 including WSST with the total amount payable not to exceed \$5,100.00 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

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

Prepared by S. Felton / A. Coverdell

BLUMENTHAL UNIFORMS & EQUIP.
 20812 INTERNATIONAL BLVD BOX 4
 SEATAC, WA 98198-5949
 QUESTIONS CALL (866) 465-5006

Q U O T A T I O N

Quote Date:	Quote#	Page
7/19/12	949535	1

B BENTON COUNTY CORRECTIONS (WA)
 I ATTN: ACCOUNT PAYABLE
 L 7122 W. OKANOGAN BLDG B
 L KENNEWICK, WA 99336

S BENTON COUNTY CORRECTIONS (WA)
 H ATTN: LT. SHARON FELTON
 I 7122 WEST OKANOGAN BLDG B
 P KENNEWICK, WA 99336

(509) 735-6555 03

Employee: *UNIFORMS

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
BENTONCOCO	311	QUOTE	UPS GROUN	NET 30	

EMAIL

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
1			SHIRT/MENS/S.S/SILTAN/SPRSHIRT							
	0128470003	8446-45	<SLVTAN L-SS >	35	0	35	77.95	5.1%	73.95	2588.25
2	3500230000	S/O TWO EMB'S	SEW EMBLEM EACH SLEEVE	35	0	35	5.00	30.0%	3.50	122.50
3	3550000000	S/O BADGE	SEW BADGE EMBLEM ON GARMENT	35	0	35	2.50	40.0%	1.50	52.50
5	3501200000	S/O NAME	SEW NAME EMBLEM ON GARMENT	35	0	35	2.50	40.0%	1.50	52.50
6	3437210000	BENTONCTYNAME	#13/423 BORDER/6150 LETTERS	35	0	35	6.95	28.0%	5.00	175.00
7			PANT/MENS/CARGO/OD GREEN/TWILL							
	0309190006	8810X-2B	<ODGRN 34 RG-UNF>	21	0	21	74.95	3.2%	72.50	1522.50
8	1873820000	7200-17381 MED	DUTY BELT/NYLON/34"-40"	1	0	1	46.95	9.4%	42.50	42.50
9	1877090000	7205-17707 MED	BELT LINER/NYLON/34"-40"	2	0	2	25.95	9.4%	23.50	47.00
10			BOOT/MENS/STRIKER 11/6"/BLACK							

QUESTIONS EMAIL KATHERINE@BLUMENTHALUNIFORMS.COM
 VISIT US @ WWW.BLUMENTHALUNIFORMS.COM

BLUMENTHAL UNIFORMS & EQUIP.
 20812 INTERNATIONAL BLVD BOX 4
 SEATAC, WA 98198-5949
 QUESTIONS CALL (866) 465-5006

Q U O T A T I O N

Quote Date:	Quote#	Page
7/19/12	949535	2

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
12	1907650001	42975 WSP	<- 7 0 > BOOT/MENS/STRIKER 11/8"/BLACK	1	0	1	152.95	7.4%	141.55	141.55
	1907830025	42980 WSP	<- - - > TO BE FIT	8	0	8	172.95	7.5%	159.95	1279.60
13	1806020000	90062	BUCKLE REPLACEMENT, TRIPL RET.	25	0	25	5.95		5.95	148.75
									SUBTOTAL	6172.65
									SALES TAX	512.33
									TOTAL QUOTATION	6684.98

QUESTIONS EMAIL KATHERINE@BLUMENTHALUNIFORMS.COM
 VISIT US @ WWW.BLUMENTHALUNIFORMS.COM

Kroesens

"In the line of service since 1907"

ITEM	DESCRIPTION	NUMBER	\$ PER	TAX	SHIPPING	TOTAL COST
8446	Blauer SS Shirt - SilverTan Dept Supplied Patches and Name Tag Sewn on	-35	\$61.00	5.06	0.00	\$2312.10
8810X	Blauer OD Green Pant Hemming Included	21	\$55.00	4.57	0.00	\$1250.97
7200	Bianchi Accumold Outer Duty 2 1/2" Wide	1	\$38.00	3.16	0.00	\$ 41.16
7205	Bianchi Accumold Inner Duty Hook Side	2	\$21.50	1.79	0.00	\$ 46.58
42975	Danner Striker II GTX Boots 4"	1	\$120.00	9.96	0.00	\$ 129.96
42980	Danner Striker II GTX Boots 8"	8	\$135.00	11.21	0.00	\$1169.68
NA	Tri-Release Buckle	25	\$6.00	0.50	0.00	\$ 162.50
<u>Total of Entire Quote</u>						<u>\$5112.95</u>

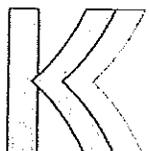
Quote includes all charges and fees. There is a 2% discount if paid in 20 days.



CHRIS R. COPLAND

President

1918 Minor Avenue
Seattle WA 98101
1.800.878.1065 / 206.622.3853
(Fax) 206.233.0629
www.kroesens.com



<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>			
Meeting Date: <u>8/07/12</u> Subject: <u>DOC Agreement</u> <u>No.K9420</u> Prepared by: <u>J. Thompson</u> Reviewed by: <u>Undersheriff</u> <u>Hatcher</u> <u>Ryan Brown, Chief DPA</u>	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/ SUMMARY

Benton County and the Washington State Department of Corrections have an Agreement No. K7926 for the use of the Benton County jail facilities via Resolution 08-1003 which was extended through August 31, 2012 via Resolution 09-768, Resolution 10-822, Resolution 11-149, Resolution 11-847, Resolution 12-188, Resolution 12-285 and Resolution 12-366 while the new agreement (Agreement No. K9420) was being prepared.

Benton County and the Washington State Department of Corrections have agreed upon the terms and conditions for Agreement No. K9420 and wish to enter into Agreement No. K9420 effective August 15, 2012 through December 31, 2012. The cost per bed day will be \$64.91 per day per Department Offender (including local Benton County violators) for the term of Agreement No. K9420.

Agreement K7926 which was extended through August 31, 2012 via Resolution 12-366 shall expire on August 14, 2012.

RECOMMENDATION

The Benton County Sheriff has reviewed and recommends entering into Agreement No. K9420 between Benton County and the Washington State Department of Corrections for the use of the Benton County jail facilities by the Washington State Department of Corrections effective August 15, 2012 and expiring December 31, 2012.

FISCAL IMPACT

n/a – no supplement required

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BOARD TO SIGN THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS AGREEMENT NO. K9420 FOR JAIL BED SPACE AT THE BENTON COUNTY JAIL LOCATED IN THE BENTON COUNTY JUSTICE CENTER

WHEREAS, Benton County and the Washington State Department of Corrections have an Agreement No. K7926 for the use of the Benton County jail facilities via Resolution 08-1003; and

WHEREAS, Agreement No. K7926 was extended through August 31, 2012 via Resolution 09-768, Resolution 10-822, Resolution 11-149, Resolution 11-847, Resolution 12-188, Resolution 12-285 and Resolution 12-366 while the new agreement (Agreement No. K9420) was being prepared; and

WHEREAS, Benton County and the Washington State Department of Corrections have agreed upon the terms and conditions for Agreement No. K9420 and wish to enter into Agreement No. K9420 effective August 15, 2012 through December 31, 2012; and

WHEREAS, the Benton County Sheriff has reviewed and recommends entering into Agreement No. K9420; NOW, THEREFORE

BE IT RESOLVED, that the Board of County Commissioners approves the attached Agreement No. K9420 between Benton County and the Washington State Department of Corrections for the use of the Benton County jail facilities by the Washington State Department of Corrections effective August 15, 2012 and expiring December 31, 2012; and

BE IT FURTHER RESOLVED, the cost per bed day will be \$64.91 per day per Department Offender (including local Benton County violators) for the term of Agreement No. K9420; and

BE IT FURTHER RESOLVED, Agreement K7926 which was extended through August 31, 2012 via Resolution 12-366 shall expire on August 14, 2012.

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

INTERAGENCY AGREEMENT

PURPOSE

This Agreement is entered into by Benton County (County) and the Department of Corrections (Department) for the purpose of maximizing the efficient and cost effective use of existing resources and to provide adequate facilities and programs for the confinement, care, and treatment of Department Offenders in accord with the provisions of RCW 72.68.040. The Department and the County specifically find this Agreement is necessary and desirable in order to provide adequate housing and care to the Department Offenders transferred to the County

In consideration of the promises, payments, covenants and agreements contained in this Agreement, the parties agree as follows:

Article I DEFINITIONS

Section 1.1 ADP – Average Daily Population of Department Offenders housed at the Facility.

Section 1.2 Base Rate Per Diem - The cost per day for care, housing and board of a Department Offender.

Section 1.3 County – Benton County and its employees, contractors, vendors, and volunteers.

Section 1.4 Department or DOC – Washington State Department of Corrections.

Section 1.5 Department Offender - Any Offender under the Department's jurisdiction.

Section 1.6 DOC Utilization Management Office - The Department's medical contact that receives, reviews, and approves County extraordinary medical expense requests to provide necessary medical care to Department Offenders. During normal business hours the Nurse Desk is available at (NurseDesk@DOC1.wa.gov or 360-725-8733). After hours the Medical Duty Officer is available at 360-725-8728.

Section 1.7 Extraordinary Medical Care - Medically necessary care that is not commonly available within the Facility. The cost of Extraordinary Medical Care is not included in the Base Rate Per Diem. Extraordinary Medical Care may include but is not limited to facility fees, physician services, labs and x-rays.

Section 1.8 Extraordinary Medical Expense - Medical expenses for Extraordinary Medical Care. These expenses are in addition to the medical expense included in the Base Rate Per Diem for In-Facility Care of Department Offenders.

Section 1.9 Facility – The County operated correctional Facility for the housing of adult Offenders.

Section 1.10 Formulary Medications - Medications described in the DOC Pharmaceutical Management and Formulary Manual. The formulary can be viewed at:
<http://doc.wa.gov/business/healthcareproviders/default.asp>.

Section 1.11 In-Facility Care – The routine medical/mental health/dental care, regular medical screening, and emergent medical treatment provided within the Facility to the County Inmates, including over the counter medications.

Section 1.12 Inmate - Any resident of the Facility that is not a Department Offender.

Section 1.13 Licensed Practitioner - Any licensed health care practitioner performing services within the person's authorized scope of practice following RCW Title 18.

Section 1.14 Medicaid - Title XIX of the Social Security Act enacted by the social security amendments of 1965 (42 U.S.C. Sec. 1396; 79 Stat. 343), as amended.

Section 1.15 Medically Necessary Care - Medical care that meets one or more of the following criteria for a given patient at a given time:

- Section 1.15.1** Is essential to life or preservation of limb, OR
- Section 1.15.2** Reduces intractable pain, OR
- Section 1.15.3** Prevents significant deterioration of activities of daily living (ADLs), OR
- Section 1.15.4** Is of proven value to significantly reduce the risk of one of the three outcomes above (e.g. certain immunizations), OR
- Section 1.15.5** Immediate intervention is not medically necessary, but delay of care would make future care or intervention for intractable pain or preservation of ADLs significantly more dangerous, complicated, or significantly less likely to succeed, OR
- Section 1.15.6** Reduces severe psychiatric symptoms to a degree that permits engagement in programming that advances correctional interests, OR
- Section 1.15.7** Is described as part of a Departmental policy or health care protocol or guideline and delivered according to such policy, protocol, or guideline, OR
- Section 1.15.8** From a public health perspective, is necessary for the health and safety of a community of individuals and is medically appropriate, but may not be medically necessary for the individual (for example, treatment for head lice).
- Section 1.15.9** Not considered experimental or to be lacking in medically recognized professional documentation of efficacy; and
- Section 1.15.10** Not administered solely for the convenience of the Offender or the health care provider.

Section 1.16 Offender Day – an Offender Day is any day a Department Offender is in the custody of the County including the first day the Offender is delivered to the County. An Offender Day ends at midnight of the day immediately preceding the day of the Offender's release or return to the custody of the Department. An Offender Day shall not include any day that is by state law the financial responsibility of the County or any other jurisdiction.

Agreement is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Agreement shall not be affected thereby.

Section 7.5 Jurisdiction and Venue. The laws of the State of Washington and the rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Venue for any legal action related to the performance or interpretation of this Agreement shall be in the Superior Court in Thurston County, Washington.

Section 7.6 Scope of Agreement. This Agreement and any appendices or exhibits to it incorporate all the agreements, covenants, and understandings between the parties. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed, or amended except by mutual consent of the parties in writing.

Section 7.7 Compliance with Applicable Laws. The parties agree at all times during the performance of their obligations of this Agreement, to strictly adhere to all applicable federal and state laws and regulations.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the State of Washington and the County of Benton.

BENTON COUNTY, WASHINGTON

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

Leo Bowman, Commissioner DATE

Bernard Warner, Secretary DATE

Shon Small, Commissioner DATE

James Beaver, Commissioner DATE

Steven Keane, Sheriff DATE

Approved as to Form:

Andy K. Brown, Deputy
Andy Miller, Prosecuting Attorney DATE 7/30/12

Approved as to Form Only:
Timothy Lang, Assistant Attorney
General on February 8, 2012

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>8/7/12</u>	Execute Contract	_____
Subject: Vehicles	Pass Resolution	_____
Prepared by: Capt. Vannoy	Pass Ordinance	_____
Reviewed by:	Pass Motion	_____
	Other	_____
	Consent Agenda	<u> X </u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION

The Benton County Sheriffs' Office has had two Patrol vehicles destroyed (totaled) due to no-fault accidents in 2012. Although the "at-fault" parties insurance companies are in the process of paying for the damages, it is unknown how long this process will take.

SUMMARY

The Sheriffs' Office would like to secure the funding to start the process of purchasing and building the replacement vehicles.

RECOMMENDATION

Approve the purchase of two Patrol vehicles to replace the vehicles that were totaled.

FISCAL IMPACT

The Department will be presenting a budget adjustment when the insurance claims are settled.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING REPLACEMENT VEHICLE PURCHASES FOR THE BENTON COUNTY SHERIFF'S OFFICE TO PURCHASE A 2013 CHEVROLET TAHOE FROM BUD CLARY AUTO DEALERSHIPS AND A 2013 FORD POLICE AWD INTERCEPTOR FROM COLUMBIA FORD MERCURY LINCOLN OFF WASHINGTON STATE CONTRACT NOS. 03711 AND 03611.

WHEREAS, on May 21, 2012 a Sheriff's 2010 Chevrolet Tahoe was involved in an accident and totaled and on July 24, 2012 a Sheriff's 2011 Ford Crown Victoria was involved in an accident and totaled; and

WHEREAS, the Sheriff's Office is in need of replacement vehicles; and

WHEREAS, the Sheriff's Office is expecting insurance reimbursement for the vehicles; and

WHEREAS, per Resolution 09-858 and 11-812, Benton County and the State of Washington, Department of Enterprise entered into an Intergovernmental Agreement with the State Purchasing Cooperative for the purpose of governmental purchasing activity; and

WHEREAS, Washington State Contract No. 03711 allows for the purchase of Utility/Crossover Vehicles from Bud Clary Auto Dealerships; and

WHEREAS, Washington State Contract No. 03611 allows for the purchase of Police Pursuit Vehicles from Columbia Ford Mercury Lincoln; and

WHEREAS, the purchase price inclusive of WSST is:
One (1) 2013 Chevrolet Tahoe for a total of \$33,177.37
One (1) 2013 Ford Police AWD Interceptor for a total of \$31,690.70

WHEREAS, the Sheriff's Office recommends purchasing these vehicles off Washington State Contract Nos. 03711 and 03611; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Sheriff's Office recommendation and approves the purchase of one (1) 2013 Chevrolet Tahoe from Bud Clary Dealerships off Washington State Contract No. 03711 in the amount of \$33,177.37 including WSST with a total amount not to exceed \$34,000.00 including WSST; and

BE IT FURTHER RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Sheriff's Office recommendation and approves the purchase of one (1) 2013 Ford Police AWD Interceptor from Columbia Ford Mercury Lincoln off Washington State Contract No. 03611 in the amount of \$31,690.70 including WSST with a total amount not to exceed \$32,500.00 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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>COMMISSIONERS</u>
Meeting Date: 08/7/2012	Execute Contract _____	Consent Agenda _____
Subject: CIP	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion <u> X </u>
Reviewed by: K. Mercer	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Attached is a copy of the Capital Improvement Plan for final discussion with the Board of Benton County Commissioners. If there are no further changes to be made, the document is ready for final adoption.

RECOMMENDATION

Approve and adopt the attached 2013-2018 Capital Improvement Plan

MOTION

The Board of Benton County Commissioners hereby adopts the 2013-2018 Benton County Improvement Plan.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTING THE 2013-2018 BENTON COUNTY CAPITAL IMPROVEMENT PLAN

WHEREAS, the Board of Benton County Commissioners desires to update the Benton County Capital Improvement Plan in conjunction with the biennial Benton County Budget; and

WHEREAS, the Capital Improvement Plan is a planning document to be used in setting policy and establishing priorities for capital projects; and

WHEREAS, the 2013-2018 Capital Improvement Plan shall be adopted as part of the County's budget process and will be amended into the Capital Facilities Element of the Benton County Comprehensive Plan as allowed under RCW 36.70A.130(2)(a)iii; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby adopts the attached 2013-2018 Benton County Capital Improvement Plan.

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

Capital Improvement Plan 2013-2018



Benton County

PO Box 190
620 Market Street
Prosser, WA 99350
Ph: (509) 786-5600
www.co.benton.wa.us



CAPITAL IMPROVEMENT PLAN NAVIGATION TIPS

There are a number of ways to navigate through the Capital Improvement Plan. Listed below are the two easiest options:

1. The **Table of Contents** contains links to all sections of the book. To go directly to the section you would like to see, simply click on the section name or page number directly in the table of contents.

If at any time you would like to return to the table of contents, click on **Return to TOC** located at the bottom of each page and it will take you back to the CIP table of contents.

2. Click on **Bookmarks** tab to the left of the window to view all of the bookmarked pages; the format is similar to the table of contents. To expand a subsection, click the "+". To go to a section you would like to see, simply click on the section name.
3. At the bottom of the window the "◀" and "▶" buttons take you back and forward one page at a time. The "◀◀" and "▶▶" take you to the first and last page of the document, respectively.



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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTING THE 2013-2018 BENTON COUNTY CAPITAL IMPROVEMENT PLAN

WHEREAS, the Board of Benton County Commissioners desires to update the Benton County Capital Improvement Plan in conjunction with the biennial Benton County Budget; and

WHEREAS, the Capital Improvement Plan is a planning document to be used in setting policy and establishing priorities for capital projects; and

WHEREAS, the 2013-2018 Capital Improvement Plan shall be adopted as part of the County's budget process and will be amended into the Capital Facilities Element of the Benton County Comprehensive Plan as allowed under RCW 36.70A.130(2)(a)iii; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby adopts the attached 2013-2018 Benton County Capital Improvement Plan.

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



BOARD OF BENTON COUNTY COMMISSIONERS



[District 1 Benton County Commissioner Leo M. Bowman](#) was elected to start his first term on January 1, 1997. Commissioner Bowman graduated from Lewiston, Idaho and studied auto repair at Spokane Community College, Spokane, WA. In 1974, he opened his own business, Leo's Lineup in Richland, WA and kept it open until 2005. [See more...](#)



[District 2 Benton County Commissioner Shon R. Small](#) was elected to start his first term on January 1, 2011. Commissioner Small attended Walla Walla Community College and majored in Criminal Justice, preparing him for a future career as a Police Officer. He served Benton County for 22 years during his career in Law Enforcement with 20 of those years working for the Benton County Sheriff's Office. [See more...](#)



[District 3 Benton County Commissioner James R. Beaver](#) was elected to start his first term on January 1, 2009. Commissioner Beaver earned his degree in Economics from Washington State University. He joins the County bringing 18 years of government experience with him. In 1990, he was elected to the Kennewick City Council and was appointed by the Council to serve as Mayor from 1996 to 2008 making him the longest consecutive mayor in over 100 years. [See more...](#)



BENTON COUNTY DEPARTMENTS

The departments listed below pertain to the projects that are listed in the Capital Improvement Plan and does not include all Benton County departments. Each department listed below was involved in preparing their section of this document. Click on the department name for additional information regarding the services they provide.

[Benton County Central Services Department](#)

Central Services is an internal services department that provides information technology and telecommunications support for Benton County departments. Central Services also processes outgoing mail for departments in Prosser.

Mission

The mission for Benton County Central Services is to improve the stability, functionality and performance of the Benton County information technology environment and support all departments in using information technology to meet their goals and objectives.

[Benton County Commissioners Office](#)

The County Commissioners adopt ordinances, resolutions, motions, levy taxes, appropriate revenue, and adopt the final budget for the County. The legislative body generally confirms appointments to County boards and commissions. The County Commissioners generally appoint the members of the boundary review board and planning commission in counties that have created this board and commission. The County Commissioners can also sit as the board of equalization (the County board of property tax appeals) to review disputed assessments.

Mission

The Commissioners' department is accessible to its constituents, with responsible elected officials who offer a broad, balanced prospective and services to the community.



Benton County Corrections Department

The Benton County Sheriff's Office Bureau of Corrections provides incarceration and alternative program services to all law enforcement jurisdictions within Benton County. In addition, the jail provides contract services to other agencies throughout the State. The Benton County jail provides local user agencies several alternative programs to meet community needs; an electronic home monitoring program (EHM), work release program and work crew program. The operation of the alternative programs save user agencies several hundreds of thousands of dollars each year, based on the cost of full incarceration.

Mission

The mission of the Benton County Sheriff's Office is to consistently earn the public's trust and contribute to safety and security in our community by providing the highest quality law enforcement, corrections and support services possible within the resources entrusted to us. We achieve our mission through investing in available resources in highly-motivated, professionally trained, ethical team members who are committed to working in partnership with the community, steadily improving interagency cooperation, and exhibiting the highest degree of personal and professional integrity.

Benton County District Court

Benton County's five full time judges process Sheriff, State Patrol, Cities of Benton City, Kennewick, Prosser, Richland, and West Richland misdemeanors and infractions as well as small claims and civil suits involving amounts under \$50,000. District Court also handles traffic citations, name changes and protection orders.

Mission

To provide fair and equal access to our Court for all members of the public. To resolve civil and criminal cases while maintaining the respect and dignity of the individuals.



Benton County Facilities Department

The Facilities Department is responsible for the physical environment of all Benton County Facilities. The facilities include a 700-bed jail in Kennewick, the Courthouse at the County Seat in Prosser, the Kennewick Justice Center, the Health District Building in Kennewick, the Kennewick Annex on Canal Blvd., Benton County Animal Control Facility, and other smaller satellite offices. This department also acts as the construction contracting office for Benton County administrative services.

Mission

It is the mission of the Benton County Facilities Department to provide a safe, secure, productive, and comfortable work area for Benton County employees and the users of Benton County Facilities.

Benton County Fairgrounds

The Benton County Fairgrounds is a multipurpose, county owned facility which is perfect for meetings, trade shows, livestock events, RV rallies, concerts, sporting events, day camps and weddings. The location and layout of the Benton County Fairgrounds offers an affordable choice for almost any type of event. It is handicap accessible, fully fenced and can be accessed by three major street entrances with parking for over 2000 vehicles. The employees are well trained and help guide event holders through all phases of an event.

Mission

The mission of the Benton County Fairgrounds is to make it our challenge to meet your every event need; priding ourselves on uncompromising services.



Benton County Parks Department

Benton County supports a small parks system to provide recreational and educational venues for the health, enjoyment, and enrichment of the community. The Park Department works for the County Commissioners at the advisement of the Benton County Park Board, and oversees eight separate park properties within the County. Benton County maintains park facilities only, and conducts no recreational programming.

Mission

To provide safe and meaningful educational and recreational experiences for both our residents and visiting public that showcases the natural resources and landscapes of Benton County.

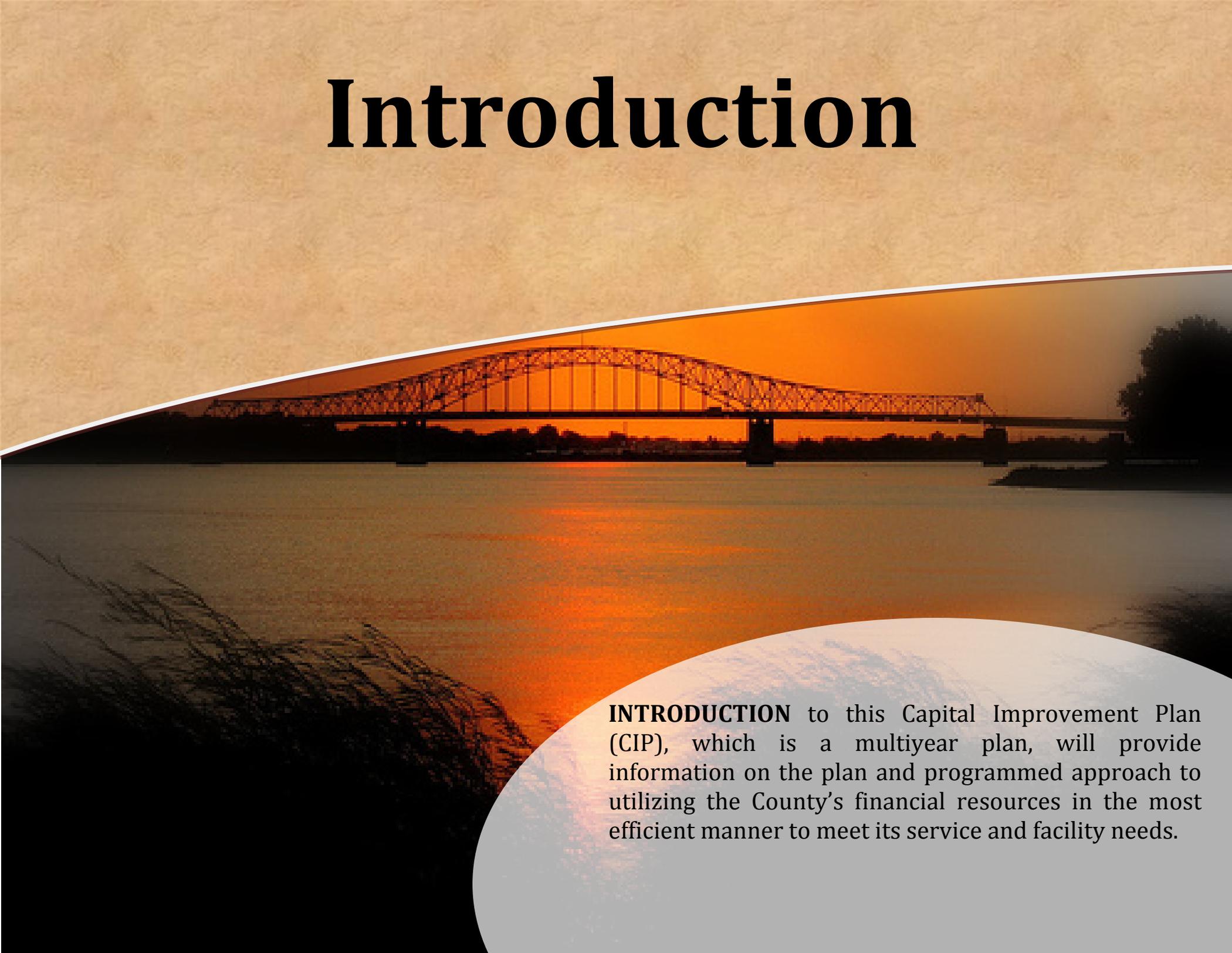
Benton County Public Works Department

Benton County, Washington has a total area of 1,760 square miles. The Hanford Site, under Federal control encompasses 586 square miles. Fifty-seven square miles of the County is covered with water. Benton County Public Works is staffed with engineers, survey, construction and solid waste specialists, road maintenance crews and professional support staff responsible for the planning, engineering, design, construction, operation and maintenance of approximately 850 miles of County roads (600 miles paved and 250 miles gravel) and 80 bridges within the 1,174 square land miles not under Federal control.

Mission

Provide solution-oriented, cost effective, quality public works services and a safe, efficient county road system in accordance with applicable laws, resolutions, and regulations.

Introduction



INTRODUCTION to this Capital Improvement Plan (CIP), which is a multiyear plan, will provide information on the plan and programmed approach to utilizing the County's financial resources in the most efficient manner to meet its service and facility needs.



INTRODUCTION

What are Capital Improvements?

The Capital Improvement Plan (CIP) is a six-year roadmap for creating, maintaining and paying for Benton County's present and future infrastructure needs. The CIP outlines project costs, funding sources and estimated future operating costs associated with each capital improvement. The plan is designed to ensure that capital improvements will be made when and where they are needed, and that the County will have the funds to pay for and maintain them.

Capital improvement projects are non-routine capital expenditures requiring a significant amount of money usually consisting of the purchase of equipment, acquisition of land, design and construction of new assets, or the renovation, rehabilitation or expansion of existing capital assets. Capital projects usually have an expected useful life of at least five years.

Capital improvements make up the bricks and mortar, or infrastructure that all Counties must have in place to provide essential services to current residents and support new growth and development. They also are designed to prevent the deterioration of the County's existing infrastructure, and respond to and anticipate the future growth of the County. A wide range of projects comprise capital improvements as illustrated by the examples below:

- court facilities and office buildings;
- parks, trails open space, and other related facilities;
- roads, bridges, traffic signals and other traffic control devices including fiber optic infrastructure needed for the operation of intelligent transportation systems;
- landscape beautification projects;
- computer software and hardware systems other than personal computers and printers;
- flood control drainage channels, storm drains and retention basins;
- and major equipment purchases.



Growing Counties such as Benton County face a special set of complex problems. These Counties need to build new roads, add public amenities such as parks and expand public safety services to maintain, replace, rehabilitate and/or upgrade existing capital assets such as roads, parks, and buildings.

Benton County has kept pace with the rapid growth through many new public assets. Benton County also has completed many capital projects that involved renovating, rehabilitating or expanding existing infrastructure or buildings. Notable projects completed since 2007 include the following:

- 2012 Jail Kitchen Dishwasher
- 2012 OPTO22 Control System
- 2012 District Court Remodel
- 2012 Storage Area Network (SAN) Expansion
- 2012 Voice System Transition
- 2012 Network Switches
- 2011 Benton County Health District Tenant Improvement – for Human Services
- 2011 Benton County Animal Control Facility
- 2010 Fairgrounds Mainline Replacement
- 2010 Wisner Parkway
- 2009 Remodel Master Control at Benton County Jail
- 2009 Horse Heaven Vista Renovations
- 2009 CR 397
- 2009 800 MHZ – Benton County Emergency Services
- 2009 Justice Center District Court Remodel
- 2008 Benton County Health District Building
- 2008 Horn Rapids Park – Higgins Field Improvements – Phase II
- 2007 Red Mountain Viticultural Park
- 2007 Fairgrounds Maintenance Shop



Paying for Capital Improvements

In many respects, the County planning process for selecting, scheduling and financing capital improvements parallels the way an individual might plan for buying a new house or car. This process entails an assessment of many valid competing needs, a determination of priorities, an evaluation of costs and financing options and an establishment of realistic completion timeframes.

Guidelines and Policies Used in Developing the CIP

The Benton County Commissioners' strategic goals and key objectives and the County's financial policies provide the broad parameters for development of the annual capital plan. Additional considerations include the following:

- Does a project support the County Commissioners' strategic goals?
- Does a project qualify as a capital project as defined in the County Budget Policy and have an expected useful life of at least five years?
- Does a project satisfactorily address all federal, state and county legal and financial requirements?
- Does a project support the County's favorable investment ratings and financial integrity?
- Does a project support the County's goal of ensuring all geographic areas of the County have comparable quality in the types of services that are defined in the Capital Improvement Plan?
- Does a project prevent the deterioration of the County's existing infrastructure, and respond to and anticipate future growth in the County?
- Does a project encourage and sustain quality economic development?
- Is a project responsive to the needs of residents and businesses within the constraints of reasonable taxes and fees?
- Does a project leverage funds provided by other units of government where appropriate?



Master plans also help determine which projects should be included in the CIP and the timeframes in which the projects should be completed. For example, the County's master plan for its parks system, called the "Parks Comprehensive Plan", was completed in 2009. Through a public process, the Parks Comprehensive Plan inventoried the community's existing recreational assets and forecasted future demand; then looked at what additions or improvements could be made to existing park lands to meet those needs, and what opportunities may exist for the addition of new park lands to the system.

Economic forecasts also are a critical source of information and guidance throughout the capital planning process. The forecasts assess external factors such as whether the local economy is growing or contracting, population growth, inflation for construction materials, the value of land, and other variables that may affect the County's ability to finance needed services and capital projects.

Benton County's Biennial CIP Development Process

In conjunction with the biennial budgeting process, the Commissioners Office coordinates the countywide process of revising and updating the County's capital plan. County staff members from all departments participate in the extensive review of projects in the existing plan and the identification of new projects for inclusion in the CIP. The County Commissioners' commitment to the needs and desires of Benton County citizens is a critical factor considered during the capital planning process, as well as compliance with legal limits and financial resources.

The Commissioners appropriate the first two years of the plan. The remaining four years are for planning purposes and funding is not guaranteed to occur in the year planned. County Commissioners make the final decision about whether and when to fund a project.

Once projects are selected for inclusion in the capital plan, decisions must be made about which projects should be recommended for inclusion in the first two years of the plan. Determining how and when to schedule projects is a complicated process. It must take into account the County Commissioners' strategic goals as well as all of the variables that affect the County's ability to generate the funds to pay for these projects without jeopardizing its ability to provide routine, ongoing services and one-time or emergency services when needed.



Prior to County Commissioners' consideration of the proposed CIP, the capital projects are reviewed and evaluated to ensure there is a revenue source for all of the estimated expenditures. In recent years, some of the capital project revenue sources have been obligated to pay down outstanding debt issuance therefore in-depth discussions assist the County Commissioners in making the best current and future business decisions.

The County Commissioners review the recommended CIP during a special scheduled workshop. Commissioners also consider the recommendations of staff before making the final decision about which projects should be included in which years of the CIP.



IMPACT OF THE CIP ON THE OPERATING BUDGET

Benton County's operating budget is directly affected by the CIP. Almost every new capital improvement entails ongoing expenses for routine operation, repair and maintenance upon completion or acquisition. Also, many new capital facilities require the addition of new positions. Existing County facilities and equipment that were once considered state-of-the art will require rehabilitation, renovation or upgrades to accommodate new uses and/or address safety and structural improvements. Older facilities usually involve higher maintenance and repair costs as well. Pay-as-you-go capital projects, grant-matching funds and lease/purchase capital expenses also come directly from the operating budget.

The costs of future operations and maintenance for new CIP projects are estimated based on the current cost of similar buildings and/or departments. Various departments have experts on different types of operating costs are consulted in order to provide the most accurate estimates. Operating costs are carefully considered in deciding which projects move forward in the CIP because it is not possible for the County to fund concurrently several large-scale projects that have significant operating budget impacts. Therefore, implementation timetables are established that stagger projects over time.

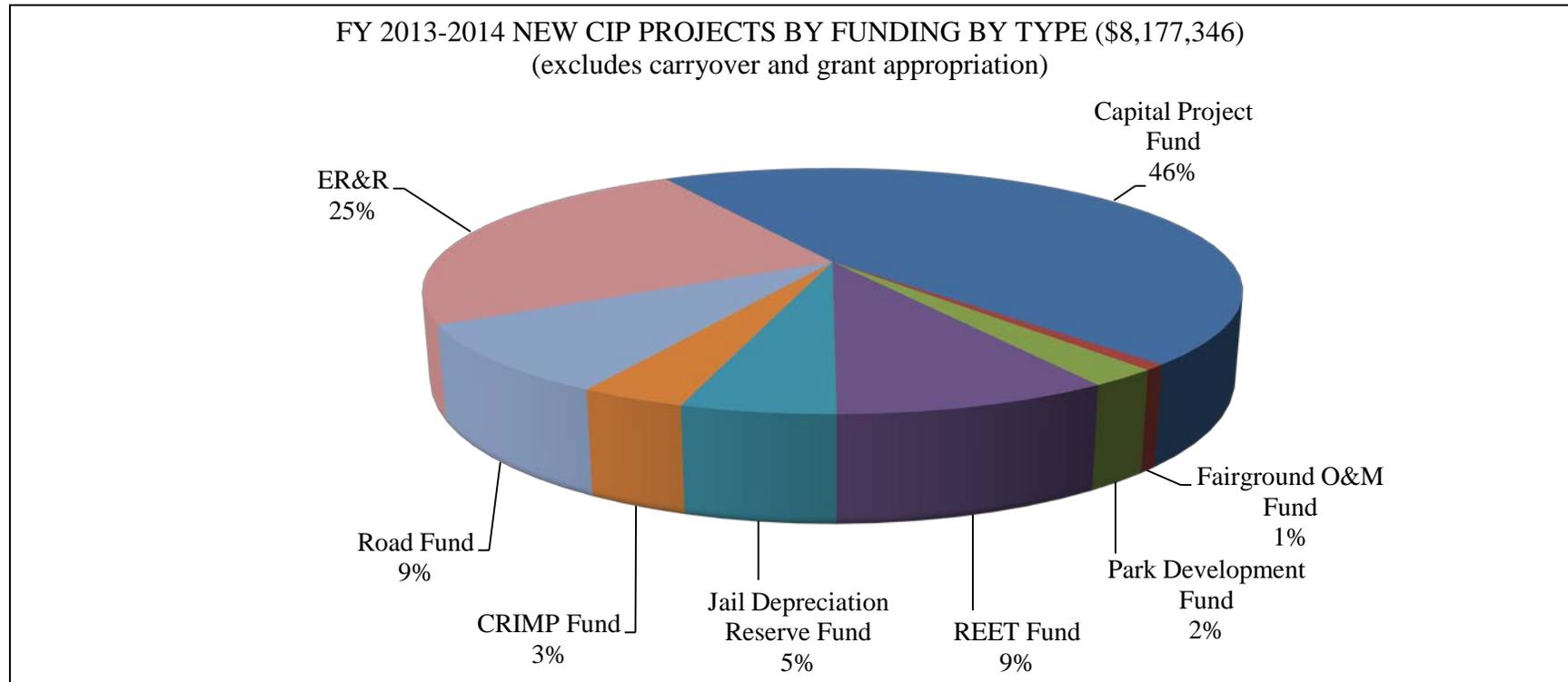
County Commissioners review operating and maintenance costs associated with capital projects scheduled to come on-line in the upcoming fiscal year during the budget workshops. If operating and maintenance costs have been identified in a project the departments are required to either absorb the additional costs or submit a supplemental request to receive funding. Supplemental requests for CIP operating and maintenance costs are balanced against other requests for additional funding.



SUMMARY BY FUNDING TYPE

Benton County’s CIP contains a wide range of projects that make up a well-rounded, long-range program for County improvements.

The graph below shows new FY 2013-2014 CIP projects by funding type, excluding grant appropriation and carryover. The following section includes a summary of all capital projects by fund. A narrative description of the major CIP categories precedes the project detail sheets for each project. Each detail sheet contains a project identification name, a short project description, the anticipated funding source, projected costs for each of the six years, and the operating impact, if any. The operating impact section remains expanded to show approximately how much will be spent on personnel, supplies, utilities, insurance, etc. along with a description of the operating impact.



FY 2013 - 2018 Capital Improvement Plan
Summary of All Capital Projects by Funding Type

FUND 0305-101 CAPITAL PROJECT FUND	2013-2014		2015-2016		2017-2018	
Estimated Beginning Balance (Jan 1st)	\$ 16,378,000	\$ 16,004,756	\$ 13,058,512	\$ 11,898,894	\$ 11,899,495	\$ 11,850,096
REVENUE	730,601	730,601	730,601	730,601	730,601	730,601
CIP PROJECTS	(603,845)	(3,176,845)	(1,390,219)	(230,000)	(280,000)	(100,000)
OTHER EXPENDITURES	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)	(500,000)
Estimated Ending Fund Balance (Dec 31st)	\$ 16,004,756	\$ 13,058,512	\$ 11,898,894	\$ 11,899,495	\$ 11,850,096	\$ 11,980,697

FUND 0124-101 FAIRGROUND O&M FUND	2013-2014		2015-2016		2017-2018	
Estimated Beginning Balance (Jan 1st)	\$ 282,000	\$ 322,000	\$ 422,000	\$ 522,000	\$ 622,000	\$ 722,000
REVENUE	680,000	250,000	100,000	100,000	100,000	100,000
CIP PROJECTS	(60,000)	-	-	-	-	-
OTHER EXPENDITURES	(580,000)	(150,000)	-	-	-	-
Estimated Ending Fund Balance (Dec 31st)	\$ 322,000	\$ 422,000	\$ 522,000	\$ 622,000	\$ 722,000	\$ 822,000

FUND 0110-102 PARK DEVELOPMENT FUND	2013-2014		2015-2016		2017-2018	
Estimated Beginning Balance (Jan 1st)	\$ 206,000	\$ 155,000	\$ 56,500	\$ 60,500	\$ (26,500)	\$ (274,000)
REVENUE	20,000	20,000	20,000	20,000	20,000	20,000
CIP PROJECTS	(71,000)	(118,500)	(16,000)	(107,000)	(267,500)	(157,000)
OTHER EXPENDITURES	-	-	-	-	-	-
Estimated Ending Fund Balance (Dec 31st)	\$ 155,000	\$ 56,500	\$ 60,500	\$ (26,500)	\$ (274,000)	\$ (411,000)

FUND 0130-101 REET FUND	2013-2014		2015-2016		2017-2018	
Estimated Beginning Balance (Jan 1st)	\$ 1,450,000	\$ 970,000	\$ 920,000	\$ 1,020,000	\$ 1,120,000	\$ 1,220,000
REVENUE	300,000	300,000	300,000	300,000	300,000	300,000
CIP PROJECTS	(580,000)	(150,000)	-	-	-	-
OTHER EXPENDITURES	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)	(200,000)
Estimated Ending Fund Balance (Dec 31st)	\$ 970,000	\$ 920,000	\$ 1,020,000	\$ 1,120,000	\$ 1,220,000	\$ 1,320,000

FUND 0142-101 JAIL DEPRECIATION RESERVE	2013-2014		2015-2016		2017-2018	
Estimated Beginning Balance (Jan 1st)	\$ 875,000	\$ 740,922	\$ 826,844	\$ 1,004,844	\$ 1,182,844	\$ 1,360,844
REVENUE	178,000	178,000	178,000	178,000	178,000	178,000
CIP PROJECTS	(312,078)	(92,078)	-	-	-	-
OTHER EXPENDITURES	-	-	-	-	-	-
Estimated Ending Fund Balance (Dec 31st)	\$ 740,922	\$ 826,844	\$ 1,004,844	\$ 1,182,844	\$ 1,360,844	\$ 1,538,844

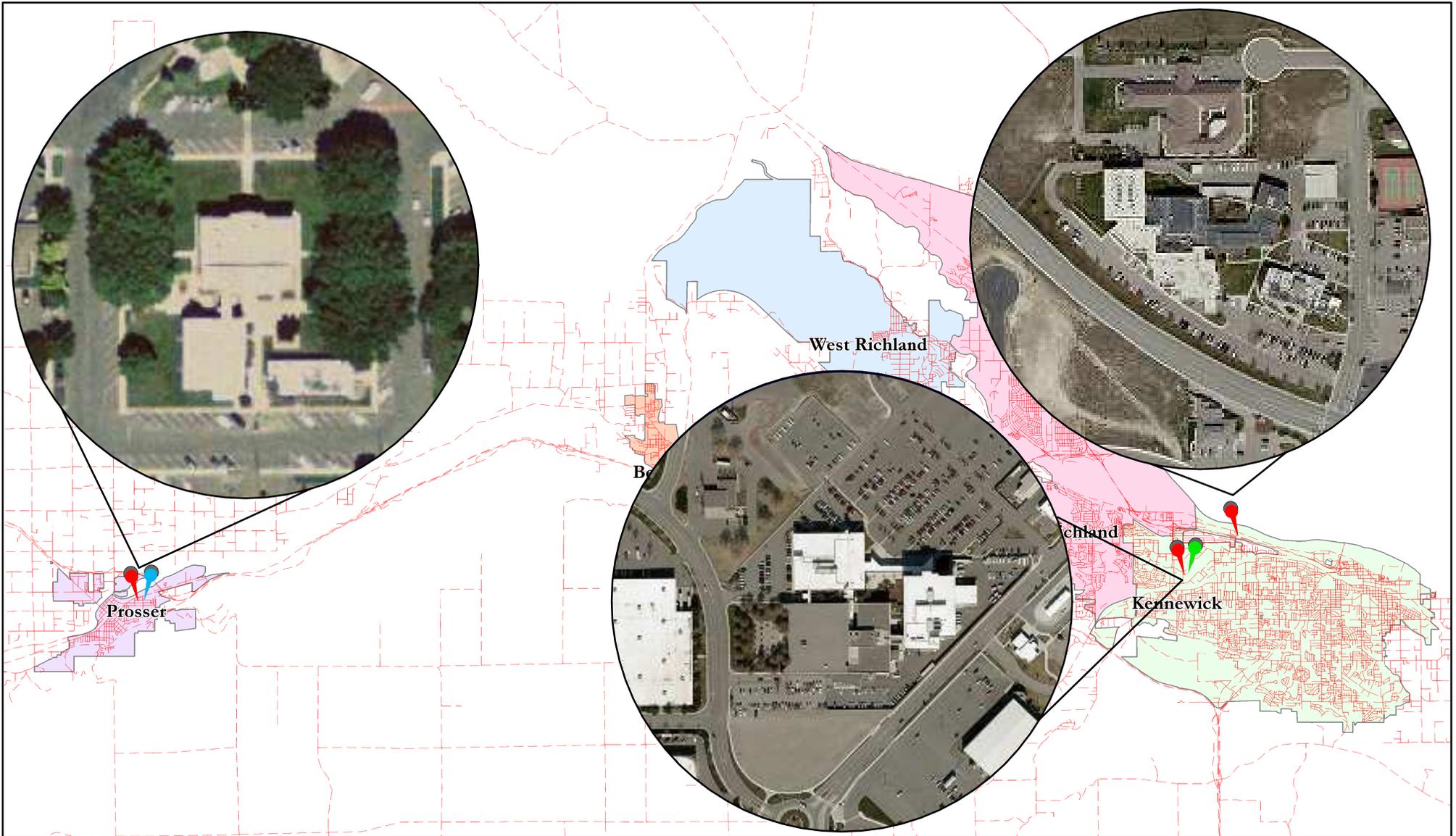
FY 2013 - 2018 Capital Improvement Plan
Summary of All Capital Projects by Funding Type

FUND 0101-102 CRIMP FUND	2013-2014		2015-2016		2017-2018	
Estimated Beginning Balance (Jan 1st)	\$ 900,000	\$ 925,000	\$ 1,275,000	\$ 1,375,000	\$ 1,475,000	\$ 1,575,000
REVENUE	700,000	700,000	700,000	700,000	700,000	700,000
CIP PROJECTS	(280,000)	-	-	-	-	-
OTHER EXPENDITURES	(395,000)	(350,000)	(600,000)	(600,000)	(600,000)	(600,000)
Estimated Ending Fund Balance (Dec 31st)	\$ 925,000	\$ 1,275,000	\$ 1,375,000	\$ 1,475,000	\$ 1,575,000	\$ 1,675,000
FUND 0501-101 ER&R	2013-2014		2015-2016		2017-2018	
Estimated Beginning Balance (Jan 1st)	\$ 5,000,000	\$ 4,550,000	\$ 3,100,000	\$ 3,135,000	\$ 3,169,700	\$ 3,204,100
REVENUE	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
CIP PROJECTS	(500,000)	(1,500,000)	(15,000)	(15,300)	(15,600)	(15,900)
OTHER EXPENDITURES	(1,950,000)	(1,950,000)	(1,950,000)	(1,950,000)	(1,950,000)	(1,950,000)
Estimated Ending Fund Balance (Dec 31st)	\$ 4,550,000	\$ 3,100,000	\$ 3,135,000	\$ 3,169,700	\$ 3,204,100	\$ 3,238,200
FUND NAME TO BE DETERMINED PROJECTS	2013-2014		2015-2016		2017-2018	
Estimated Beginning Balance (Jan 1st)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,920,000)
REVENUE	-	-	-	-	-	-
CIP PROJECTS	-	-	-	-	(5,920,000)	(6,980,000)
OTHER EXPENDITURES	-	-	-	-	-	-
Estimated Ending Fund Balance (Dec 31st)	\$ -	\$ -	\$ -	\$ -	\$ (5,920,000)	\$ (12,900,000)

Capital Project Fund



CAPITAL PROJECT FUND is for routine capital outlay purchases and projects by the county including but not limited to office furniture, major building maintenance, real property acquisition, building remodeling projects, road projects, and water projects. Said funds shall be invested by the Benton County Treasurer with interest accruing to the Current Expense fund.



Capital Project Fund

Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. Benton County makes no warranty, expressed or implied, and any oral or written statement by any employee of Benton County or agents thereof to the contrary is void and ultra vires. The information shown herein is a product of the Benton County Geographic Information Systems, and is prepared for presentation purposes only.



Benton County
Geographic
Information
Systems
Department



Benton County Courthouse Projects
Pages 18-21



Benton County Justice Center
Page 22



County Wide Projects-Courthouse, JJ/Kennewick Annex, Justice Center
Pages 23-28

Demolition Of Engineering Building

Prosser Ave., Prosser, WA

Description and Scope

This project consists of the complete demolition of the Engineering Building to include the pipe chase tunnel. Once the building is removed, this area would be planted in grass and possibly a small concrete slab for a courtyard area with picnic tables until a further decision is made to move forward with the construction of a small garage to store all necessary facilities equipment.

Purpose and Need

This building has aged over the years and in May 2011 the County experienced a flood in this building due to heavy rains. Several documents were damaged and the cost to maintain the facility outweighs the cost to bring the building up to the standard codes and regulations. Benton County has begun moving documents that are in the building to an environmentally safe area at the County Maintenance shop in Prosser until a decision is made in regards to future records storage.

History and Current Status

This building was built back in the late 1940's and was called the "Engineering Building" as the Benton County Public Works Department utilized this building until the late 1980's, when at that time the Benton County Courthouse was remodeled for this department. This building is currently being used by all departments for document storage. The estimated costs shown below are to perform a study on the cost of lead paint and asbestos removal.

Operating and Maintenance Impact

If the building is removed, the County would save on the small expense of electricity, utilities and insurance that currently is on this facility. Once the area is cleared and grass is planted, the O&M would consist of mowing and watering the area until a decision is made whether a equipment garage is necessary and in the best interest of the County.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
CAPITAL PROJECT FUND	\$ 30,719	\$ -	\$ -	\$ 10,719	\$ 10,000	\$ 10,000	\$ -
TOTAL	\$ 30,719	\$ -	\$ -	\$ 10,719	\$ 10,000	\$ 10,000	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ 20,000	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	10,719	-	-	10,719	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 30,719	\$ -	\$ -	\$ 10,719	\$ 10,000	\$ 10,000	\$ -

Benton County Courthouse Renovation

620 Market Street, Prosser, WA 99350

Description and Scope

This first phase of a planned multi-phased restoration project of the Courthouse will address the restoration of the building's exterior including the exterior doors and windows, removal of an exterior fire escape, exterior lighting, and masonry cleaning and repair. Benton County will be applying for the Washington State Rehabilitation Grant Program, if the State offers the grant program in 2013 to help offset the cost of the construction.

Purpose and Need

The building's exterior "character-defining" architectural material and features are rapidly deteriorating and need to be preserved. Also, current building conditions do not efficiently accommodate ADA requirements and life and safety systems need to be addressed. It is important that the Prosser Courthouse retain the remaining historic materials and minimize the impact on the historic integrity of the building.

History and Current Status

The Benton County Courthouse was built in 1926 and was added to the National Register of Historic Places in 1976. Benton County applied for the Washington State Rehabilitation Grant Program in September 2009 and unfortunately was not one of the Counties who was selected for the grant award due to the overwhelming response from so many Counties and priority needs.

Operating and Maintenance Impact

The Benton County Facilities Manager schedules one maintenance employee to work at the Courthouse two (2) days a week. Current cost associated with the courthouse operating and maintenance up keep on the existing building is budgeted at approximately \$15,000 annually. However, it is believed that once the restoration of this building is complete, the maintenance cost would decrease as the areas that require so much maintenance would be refurbished.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
CAPITAL PROJECT FUND	\$ 2,500,000	\$ -	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -
GRANT (IF AWARDED)	500,000	-	500,000	-	-	-	-
TOTAL	\$ 3,000,000	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ 86,000	\$ -	\$ 86,000	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	2,914,000	-	2,914,000	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 3,000,000	\$ -	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -

Benton County Courthouse Restrooms Remodel

620 Market Street, Prosser, WA 99352

Description and Scope

The remodel of the current public men's and women's restrooms located on each floor of the Benton County Courthouse would consist of replacing the toilets, urinals, partitions, adding an additional sink in each restroom, new countertops, demo and replacing the tile floor and base, removing the wallpaper, painting, new ceiling tiles and efficiently accommodating all ADA requirements.

Purpose and Need

The current public restrooms have not been updated since 1987. The restrooms are utilized by both the public and county employees and areas of the restrooms are starting to deteriorate. The tile floor is severely stained and is difficult to clean, simply replacing the bad tiles is impossible as the tile is no longer available. The wall paper also needs attention and is no longer available. The counter tops are well worn and should be updated.

History and Current Status

The public restrooms in the Benton County Courthouse have been in operation for twenty five years. While they are still in working order, the flooring and wallpaper is showing its age and is no longer available to purchase. The Facilities Manager recommends replacing the current fixtures with new more efficient models, which will save several thousand gallons of water per year.

Operating and Maintenance Impact

Currently, Benton County Facilities have employees who perform all of the custodial duties at the Courthouse after hours. The maintenance impact would be less time spent on floor upkeep as the new floor would be maintenance friendly. The operating costs would be lower with new low flush fixtures. Less time would be spent by the facility maintenance department repairing the damaged wallpaper.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
CAPITAL PROJECT FUND	\$ 125,000	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 125,000	\$ 125,000	\$ -				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	105,000	105,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 125,000	\$ 125,000	\$ -				

Benton County Entry Way Improvements

620 Market Street, Prosser, WA 99352

Description and Scope

The improvements would consist of two projects 1) removing the existing tile flooring throughout the first floor hallway at the Benton County Courthouse and replacing it with an ecofriendly flooring system. The walls would be stripped of the wallpaper, drywall repaired and a new coat of paint would be applied. New ceiling tiles would also be installed; 2) removal and installation of new concrete steps at the front of the Benton County Courthouse.

Purpose and Need

1) The first floor hallway of the Benton County Courthouse has not seen any improvements since the facility was remodeled in 1987. The tile flooring is stained in several locations and cannot be repaired due to the lack of material. The wall paper is also damaged in several areas and is no longer available. Several ceiling tiles are also damaged and can no longer be found. 2) The current concrete steps are cracking and chipping away due to weather and age.

History and Current Status

1) Several offices on the first floor of the Courthouse have been updated over the years with the entrance staying the same. The current tiled floor has been damaged in a few areas and is no longer available. The wallpaper is torn in several places and should be replaced or removed. The ceiling tiles are also in need of replacement as they are broken or damaged. 2) The concrete steps have been repaired several times by patching, but they continue to deteriorate.

Operating and Maintenance Impact

1) Currently, Benton County Facilities have employees who perform all of the custodial duties at the Courthouse after hours. The maintenance impact would be less time spent on floor upkeep as the new floor would be maintenance friendly. Less time would be spent by the facility maintenance staff trying to repair damaged wallpaper and 2) Facilities employees would no longer have to patch and paint the concrete steps.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
CAPITAL PROJECT FUND	\$ 40,000	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 40,000	\$ 40,000	\$ -				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	40,000	40,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 40,000	\$ 40,000	\$ -				

Metasys System

7122 W Okanogan Place, Kennewick, WA 99350

Description and Scope

The three network control modules that run the HVAC systems at the Justice Center would be replaced by three network automated engines. The new controllers would provide the ability to closely monitor the operation of the air handling systems throughout the Justice Center complex. This would allow for Benton County to reduce its carbon footprint by having a more efficient control system.

Purpose and Need

The current network control modules controlling the HVAC systems at the Justice Center are antiquated, as they are no longer produced and used ones provide no guarantee the replacement of these modules is in the County's best interest. If one module fails, communication to that system stops. This would prevent the facility maintenance staff from being notified of any problems or diagnosing any issues throughout the facility that these modules control.

History and Current Status

The current HVAC control system (Metasys) at the Benton County Justice Center was originally installed in the late 1990's. Although two of the buildings are new, the HVAC controls were not upgraded at that time. The current network control modules are in working order but could fail at anytime. The Prosser Courthouse was upgraded to a network automation engine in several years back.

Operating and Maintenance Impact

By upgrading the HVAC controls to network automated engines would greatly improve the ability to operate and maintain the air handling systems. Since they are web based the dedicated work station could be eliminated saving on hardware and software costs. The network automated engines will also give more insight on the efficiency of the air handlers, boilers and chillers.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
CAPITAL PROJECT FUND	\$ 120,000	\$ -	\$ 120,000	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 120,000	\$ -	\$ 120,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	120,000	-	120,000	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 120,000	\$ -	\$ 120,000	\$ -	\$ -	\$ -	\$ -

Video Conferencing Upgrade & Infrastructure

Countywide

Description and Scope

This project involves upgrading the existing video conferencing equipment in the Commissioner conference rooms and installing a Tandberg network-wide video conferencing management infrastructure to facilitate future expansion of video conferencing locations and use. The proposed system will manage everything from full room video environments to laptops with mobile video cameras.

Purpose and Need

“Face time” meetings using video conferencing have become a proven and widely used tool for the more effective use of time and resources. This project puts the infrastructure in place to expand and manage video conferencing within the county wide area network and via the internet. It includes the ability to broadcast Board meetings inside the county network.

History and Current Status

The existing video conferencing equipment (with the exception of the monitors) was acquired in 2004. Since then the use of video conferencing technologies to save travel expense and time has expanded significantly. Much of this is due to the increased availability of broadband networks, the quality of high definition imaging, and the desire to reduce the expenses and time associated with travel.

Operating and Maintenance Impact

The ongoing costs for this project are associated with replacement assessments for the equipment over a typical five year life cycle and annual software maintenance. Video conferencing equipment in addition to the existing Commissioner conference rooms is not included. The project just builds the infrastructure necessary to support video conferencing of various types added in the future.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
CAPITAL PROJECT FUND	\$ 159,500	\$ -	\$ -	\$ 159,500	\$ -	\$ -	\$ -
CENTRAL SERVICES O&M	119,670	-	-	-	39,890	39,890	39,890
TOTAL	\$ 279,170	\$ -	\$ -	\$ 159,500	\$ 39,890	\$ 39,890	\$ 39,890

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	159,500	-	-	159,500	-	-	-
OPERATIONS AND MAINTENANCE	119,670	-	-	-	39,890	39,890	39,890
TOTAL	\$ 279,170	\$ -	\$ -	\$ 159,500	\$ 39,890	\$ 39,890	\$ 39,890

Microsoft Enterprise Agreement

Countywide

Description and Scope

This project began in 2012 and involved a commitment by the County to a Microsoft Enterprise Agreement (MS EA). MS EA's are for a minimum of three years with the most cost benefits gained by extending to six years. The MS EA includes the licensing necessary for migrating to Microsoft Exchange email and current Office Pro software for all county workstations. It also includes licensing for future implementations of System Center, SharePoint, and Lync.

Purpose and Need

As noted in the Information Technology Strategic Plan, "most users consider Microsoft Exchange the standard for large organizations." The same is true of the Microsoft Office software. The project would migrate the county to current versions of the software noted above and keep all the software versions current. The System Center capabilities include what was previously a separate project for acquiring a Computer Asset Management System.

History and Current Status

Upgrading the current user base would cost around \$250,000. A comparable expense would need to be repeated every two or three years to keep the versions current. In the Information Technology Strategic Plan, PTI estimated a minimum cost of about \$103,000 to migrate from GroupWise to Exchange with ongoing costs averaging about \$15,000.

Operating and Maintenance Impact

The Enterprise Agreement involves fixed annual payments for the duration of the agreement. One time costs in this estimate have been expended for software and professional services to assist with the migration from Novell eDirectory and GroupWise to Microsoft Active Directory and Exchange. The increase in the annual payment for the optional second three years reflects an estimate for additional users and licenses added during the first three years.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
CAPITAL PROJECT FUND	\$ 1,093,690	\$ 216,845	\$ 216,845	\$ 220,000	\$ 220,000	\$ 220,000	\$ -
CENTRAL SERVICES O&M	-	-	-	-	-	-	-
TOTAL	\$ 1,093,690	\$ 216,845	\$ 216,845	\$ 220,000	\$ 220,000	\$ 220,000	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	1,093,690	216,845	216,845	220,000	220,000	220,000	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 1,093,690	\$ 216,845	\$ 216,845	\$ 220,000	\$ 220,000	\$ 220,000	\$ -

Server Virtualization

Countywide

Description and Scope

Virtualizing the county servers involves moving away from many independent servers running specific applications or functions and combining them into a few high capacity devices that will run multiple virtual servers. This area is just now being investigated by Central Services staff. The cost estimate is developed from the Information Technology Strategic Plan report.

Purpose and Need

The primary goal of virtualization is to reduce the number of physical devices in order to reduce the maintenance requirements of physical devices both in staff time and power usage. Virtualization also provides opportunities for improving up-time by clustering servers and adding fail-over technologies that automatically switch applications from a failed server to an active one.

History and Current Status

The county data centers now house nearly forty servers supporting the general infrastructure and applications used by county departments. While virtualization has been around for many years, it has now matured to the level of being considered a best practice in the industry. This is an area identified by the Information Technology Strategic Plan as a component of a “robust technical infrastructure” (p. 11).

Operating and Maintenance Impact

The ongoing costs for this project are associated with replacement assessments for the data center equipment over a typical five year life and annual maintenance of virtualization software. These expenses could vary considerably depending on the level of virtualization that is adopted by the county and the products that are selected for managing the virtualized environment.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
CAPITAL PROJECT FUND	\$ 222,000	\$ 222,000	\$ -	\$ -	\$ -	\$ -	\$ -
CENTRAL SERVICES O&M	182,500	-	36,500	36,500	36,500	36,500	36,500
TOTAL	\$ 404,500	\$ 222,000	\$ 36,500				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	222,000	222,000	-	-	-	-	-
OPERATIONS AND MAINTENANCE	182,500	-	36,500	36,500	36,500	36,500	36,500
TOTAL	\$ 404,500	\$ 222,000	\$ 36,500				

Voice System Upgrade

Countywide

Description and Scope

This project involves a continuation of the migration from the existing Nortel platform to the current Avaya voice technology. With the acquisition of Nortel's telephony assets in 2009, Avaya committed to Nortel's long standing practice of reusing existing hardware while enhancing and expanding features and functionality. The project will begin with a review and updated design.

Purpose and Need

As with other aspects of information technology, the county voice systems are constantly expanding in both capacity and functionality. The leases on the existing equipment will be ending in 2014 and will need to be replaced with new leases or purchases in order to continue the migration of the voice systems from Nortel to the supported Avaya platforms.

History and Current Status

Every five to six years, the county voice systems have been upgraded to newer technology and increased capacity. In the last couple of cycles, these upgrades have included leasing most of the equipment which has become less advantageous as the technology changes. Purchasing and incorporating into the Replacement Fund is what is proposed here.

Operating and Maintenance Impact

The ongoing costs for this project are associated with replacement assessments or leases for the equipment over a typical five year life cycle. They also include software maintenance and technical support contracts for the systems. No doubt the upgrade will reflect the continuing trend of convergence in voice and data systems into what is broadly described as unified communications.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
CAPITAL PROJECT FUND	\$ 340,000	\$ -	\$ 340,000	\$ -	\$ -	\$ -	\$ -
CENTRAL SERVICES O&M	198,880	-	-	49,720	49,720	49,720	49,720
TOTAL	\$ 538,880	\$ -	\$ 340,000	\$ 49,720	\$ 49,720	\$ 49,720	\$ 49,720

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	340,000	-	340,000	-	-	-	-
OPERATIONS AND MAINTENANCE	198,880	-	-	49,720	49,720	49,720	49,720
TOTAL	\$ 538,880	\$ -	\$ 340,000	\$ 49,720	\$ 49,720	\$ 49,720	\$ 49,720

Property Tax and Assessment System

Courthouse & Juvenile Justice/Kennewick Annex

Description and Scope

This project includes the replacement of the current property tax and assessment systems (Ascend & ProVal) utilized by the Treasurer's & Assessor's Office for the collection of property taxes and the assessment of property. The new system will employ greater technologies and create more efficient processes within the departments.

Purpose and Need

The current system (Ascend & ProVal) have been in place since 1998 and is based on older client/server technology. The current software provider of Ascend & ProVal has noted that in the future there is potential that they will no longer support this product any longer, and would make users switch to their new GRM (Government Revenue Management) system or use a different product.

History and Current Status

Benton County originally purchased the Ascend and ProVal system per resolution 98-186 dated April 13, 1998 in the amount of \$642,070. We are currently researching the options the County may have in terms of converting to the GRM system provided by our current provider, or moving to a different system provided by a different vendor.

Operating and Maintenance Impact

In addition to the initial costs for the new software package, the maintenance costs are also hard to predict at this time. The current maintenance costs for Ascend & ProVal are around \$130,000/year, and a good rule of thumb in the software industry is that the annual maintenance costs will be around 10-15% of the initial cost per year.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
CAPITAL PROJECT FUND	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -
CENTRAL SERVICES O&M	450,000	-	-	-	150,000	150,000	150,000
TOTAL	\$ 1,450,000	\$ -	\$ -	\$ 1,000,000	\$ 150,000	\$ 150,000	\$ 150,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	1,000,000	-	-	1,000,000	-	-	-
OPERATIONS AND MAINTENANCE	450,000	-	-	-	150,000	150,000	150,000
TOTAL	\$ 1,450,000	\$ -	\$ -	\$ 1,000,000	\$ 150,000	\$ 150,000	\$ 150,000

Kennewick Annex & Juvenile Justice Center Parking

5600 W Canal Drive, Kennewick, WA 99336

Description and Scope

The south parking lot at the Kennewick Annex, a primary parking lot, is not looped. There is only one entrance and exit, so turnaround space is limited. The parking lot would require the removal of a portion of the center island landscaping and then resurfacing to make a loop within the parking lot. The parking lot located further down accessing the Juvenile Justice Center building is in need of resealing and restriping.

Purpose and Need

This parking lot is used daily by citizens of this community who are doing county business at the Kennewick Annex. This parking lot is also the main entrance for the Juvenile Justice Center. The parking lot is in extreme need of a circular driveway that provides easy and comfortable turning movements for any vehicle negotiating its way around the parking lot with safe vision when meeting drivers and be seen by one another.

History and Current Status

This project was originally approved in the 2005-2009 Capital Facility Plan. Over the years there have been several near misses of accidents and it is very hazardous for backing out of the parking lot and for pedestrians crossing the parking lot. There is slim options for a vehicle pulling a trailer of any sort being able to pull into this parking lot and easily get turned back around to exit. This project has been pushed to 2017 in hopes to secure/identify grant funding to help offset the costs.

Operating and Maintenance Impact

The operating and maintenance impact would be minimal. Once the new parking lot is constructed, the operating and maintenance would consist of "as needed" seasonal snow removal most likely from one of the county facilities employees and then every seven years or so the County would have to solicit bids for the complete resealing and restriping of this parking lot.

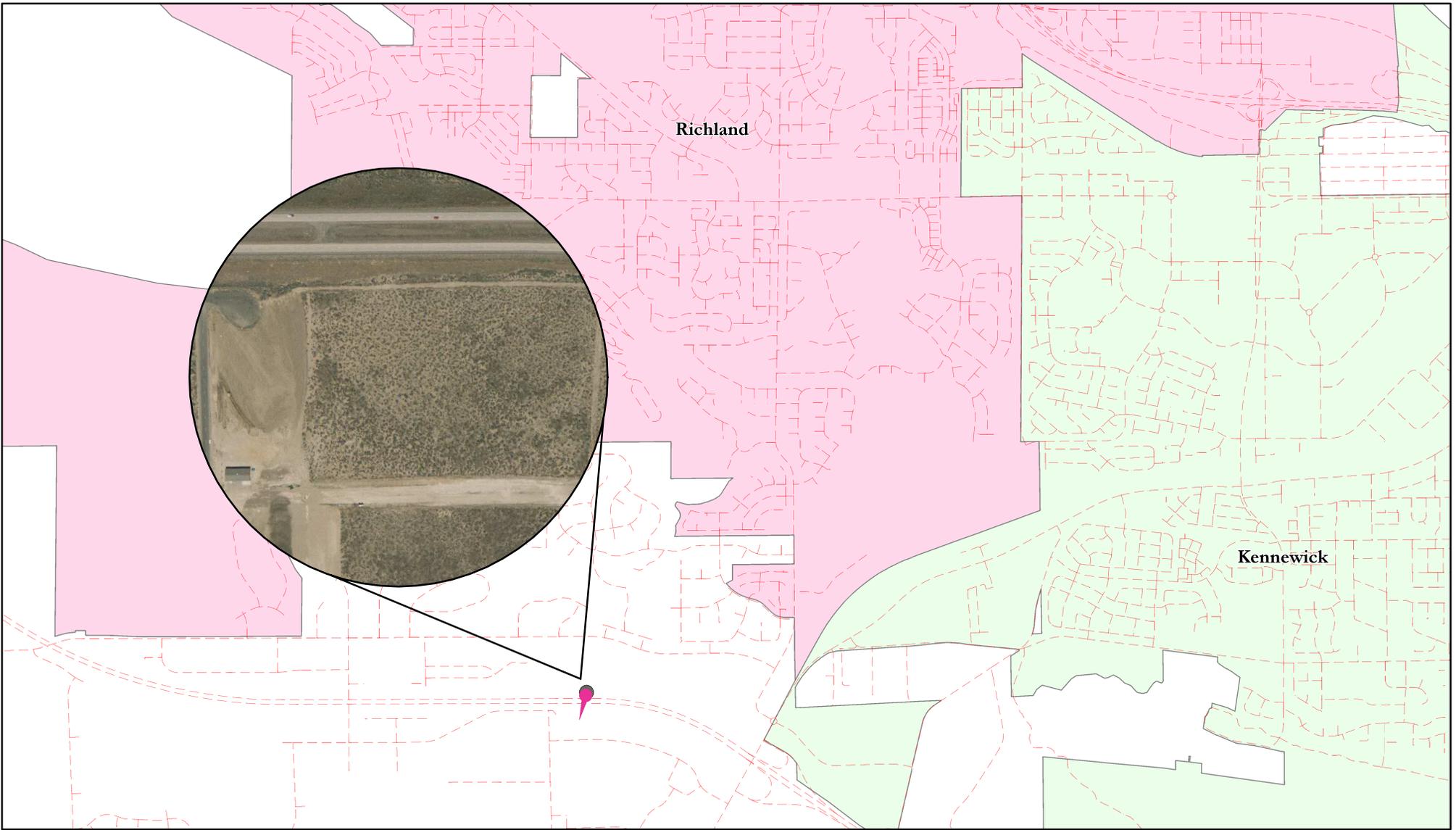
PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
CAPITAL PROJECT FUND	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000
TOTAL	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	150,000	-	-	-	-	50,000	100,000
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000

Equipment Rental & Revolving (E.R.&R.) Fund

A large yellow CAT 797F off-road truck is shown at a construction site. The truck is positioned on a dirt surface, and its large tires and heavy-duty frame are prominent. The background is a bright, hazy sky. The truck's body is yellow with black accents, and the CAT logo and model number '797F' are visible on the side. The truck is angled towards the right of the frame.

EQUIPMENT RENTAL & REVOLVING (E.R.&R.) – In 1977, Benton County established an Equipment Rental and Revolving Fund (ER&R) to finance the maintenance, operations and acquisition of goods used by the County Road Department and other Benton County Departments. The County Engineer administers the fund and establishes the rates for the rental of equipment owned by ER&R, which shall cover all costs of maintenance and repair, materials and supplies consumed in operating or maintaining the equipment, and the future replacement thereof.



Richland

Kennewick

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ER & R Fund



*Benton County
Geographic
Information
Systems
Department*



Wiser Parkway Project (other locations being considered)

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Maintenance Shop

Location to be determined

Description and Scope

A new equipment maintenance building will house offices for the Equipment Maintenance Manager, Road Maintenance Superintendent, and County Sign Department. In addition, the new building shall include a sign material storage and work area, a crew room with lockers for the road maintenance and equipment maintenance personnel, a parts storage room, and drive through full service bays. A new heavy equipment storage building will also be constructed. This new facility will replace the 50 year old building located at 1709 South Ely, Kennewick, Washington.

Purpose and Need

The Kennewick Equipment Maintenance facility was constructed in the early 1960's and in 1981, three shop bays were added. To continue supporting County operations of vehicle, road, and sign maintenance, the current facility will need a substantial remodel. The current site located on Ely Street is only 4.5 acres. This small area limits the number of heavy equipment, vehicles, and materials that can be stored including the stockpiling of sand and gravel on the site.

History and Current Status

The Kennewick Maintenance Shop needs replacing. The cost effectiveness of constructing one centrally located new Maintenance Shop or replacing the current one was discussed. In 2003, a new Prosser Maintenance Shop on Hinzerling Road was constructed and the former Prosser site sold. The time has come to replace the Kennewick Maintenance Shop either at the current site or relocate to a better location.

Operating and Maintenance Impact

Maintenance costs should be minimal during the first four years after construction. Operating costs consisting of utilities such as water, garbage, electricity are guesstimated to be \$15,000 for the first year and then an inflationary factor of 2% annually thereafter.

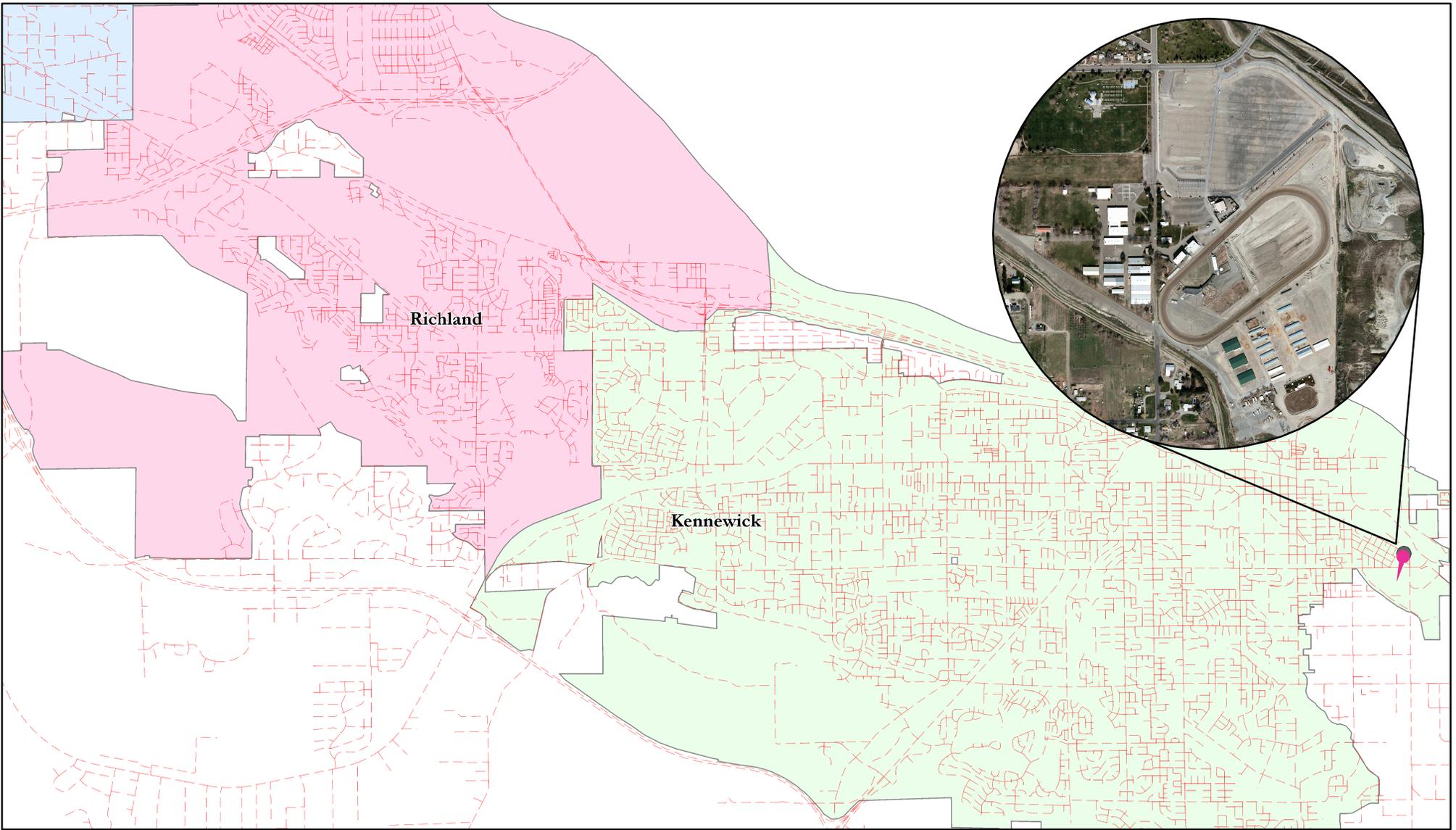
PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
ER&R FUND	\$ 2,061,800	\$ 500,000	\$ 1,500,000	\$ 15,000	\$ 15,300	\$ 15,600	\$ 15,900
TOTAL	\$ 2,061,800	\$ 500,000	\$ 1,500,000	\$ 15,000	\$ 15,300	\$ 15,600	\$ 15,900

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	1,700,000	200,000	1,500,000	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	100,000	100,000	-	-	-	-	-
OPERATIONS AND MAINTENANCE	61,800	-	-	15,000	15,300	15,600	15,900
TOTAL	\$ 2,061,800	\$ 500,000	\$ 1,500,000	\$ 15,000	\$ 15,300	\$ 15,600	\$ 15,900

Fairgrounds O & M Fund



FAIRGROUNDS O & M FUND is a fund established for the purpose of operations and maintenance of the Benton County Fairgrounds; however, the project cost allocated in this report is for the capital projects located at the fairgrounds.



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Fairgrounds O & M Fund



*Benton County
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Department*



Irrigation Infrastructure
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Irrigation Infrastructure

Fairgrounds: 1500 S. Oak Street, Kennewick, WA 99337

Description and Scope

Install an underground sprinkler system in a grassy area of approximately four acres. The system will include solenoid operated valves and a low voltage timer. The main supply line will be connected to an existing irrigation line from a recently completed project. The new system would have a different water source than the one currently used.

Purpose and Need

The area is now supplied through an aging infrastructure that has become problematic and unreliable. The main line runs throughout the grounds so any break in the system means turning off water for the whole facility. The risers are frequently broken and repairs are costly. The hand lines are manually changed by employees on a daily basis, which takes a considerable amount of time and effort.

History and Current Status

In 2010, the Fairgrounds completed Phase I and Phase II of the Irrigation Infrastructure. Phase I consisted of installing a new eight inch irrigation main line with an automatic sprinkler system that would water Fairway Drive and the Kid Zone area. Phase II consisted of installing a new domestic water replacement line, which included new pipe, risers, and hose bibs.

Operating and Maintenance Impact

The new underground system will eliminate the need for employees to manually move water lines for the purpose of watering and mowing, which will save several work hours allowing employees to work on other projects. The new system will be more reliable and easier for the employees to keep the lawn healthy, thus making the grounds more marketable.

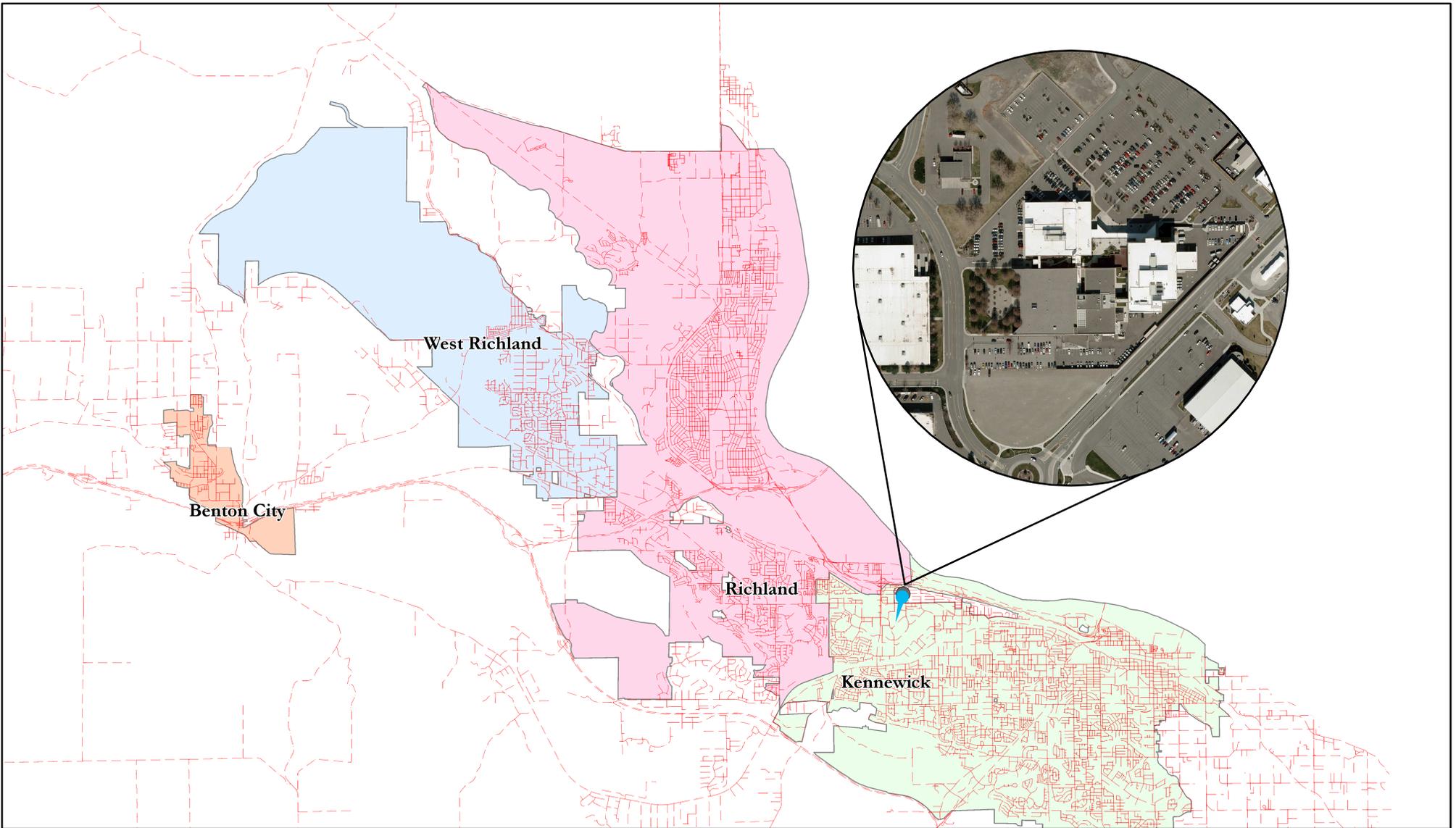
PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
FAIRGROUNDS O&M	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 60,000	\$ 60,000	\$ -				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	60,000	60,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
TOTAL	\$ 60,000	\$ 60,000	\$ -				

Jail Depreciation Reserve Fund

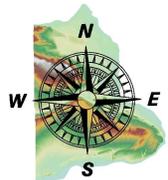
BENTON COUNTY JUSTICE CENTER

JAIL DEPRECIATION RESERVE In 1998, Benton County established a Jail Depreciation Fund for the purpose of holding monies collected from the cities and county for depreciation factors on the Benton County Jail. By establishing and funding the Jail Depreciation Fund through the prisoner bed day rate, Benton County hopes to limit the financial impact to the General Fund should a catastrophic failure occur in the jail. Jail Depreciation funds shall also be used to replace equipment vital to jail operations, which usually are expensive in nature.



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Jail Depreciation Fund



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Benton County Jail Facility
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Digital Video Recorder Replacement

Benton County Jail: 7122 W. Okanogan Pl. Bldg. B, Kennewick, WA 99336

Description and Scope

Replace two of the older Digital Video Recorders with two new Digital Video Recorders that have longer recording time, higher resolution, and digital and network capabilities. These new recorders will also enhance the ability to remotely view video footage in the event of an incident where an archived copy of the video is required. The existing recorders have very limited capability and video retention times.

Purpose and Need

The old Digital Video Recorder's are coming to the end of their life cycle. Parts are no longer accessible due to the fact that the manufacturer has stopped producing these Digital Video Recorder's. The newer Digital Video Recorders offer an increase in efficiency and effectiveness of video retention and improve the quality of the recorded signal in accordance to the state RCW regarding and archiving of surveillance (RCW 40.14.070).

History and Current Status

Currently, there are six Digital Video Recorder's in the jail and two of them are eight years old, which were installed during the Justice Center remodel and the construction of the new jail. The new Digital Video Recorders will extend the life expectancy of our video system and allow for much more rapid repair in the event of a failure. However, other video system options are being explored that would replace the Digital Video Recorders with a Network Video Recorder.

Operating and Maintenance Impact

The Digital Video Recorders require very little (if any) maintenance and repair. However, as the Digital Video Recorders continue to age, their potential for failure increases. By replacing the two oldest Digital Video Recorders, Benton County is reducing this potential for failure. The new Digital Video Recorders also have a warranty period that offers replacement of any defective parts.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
JAIL DEPRECIATION FUND	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	20,000	20,000	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -

Uninterruptible Power Supply Replacement

Benton County Jail: 7122 W. Okanogan Pl. Bldg. B, Kennewick, WA 99336

Description and Scope

Replacement of the Uninterruptible Power Supplies (UPS) systems in the Benton County Jail and Justice Center. This upgrade would replace the batteries, battery chargers, and power inverters in 5 locations. The UPS units provide constant electrical power to critical systems throughout the Justice Center. Advances in UPS and battery technology will allow for cleaner, more reliable power, and a reduction in power consumption.

Purpose and Need

The OPTO22 system and the Maxxess Card Reader system rely on clean, conditioned power and power that will not fail in the event of a power outage. The UPS units provide this power and eliminate spikes, drops, brownouts and blackouts. In the event of total power failure, the UPS's are designed to provide 2 hours of run time to maintain critical systems that operate the Jail and Justice Center.

History and Current Status

The UPS units were installed in 2002 and 2003 during the Justice Center expansion and construction of the new jail. Battery life expectancy is 5 to 7 seven years. The batteries were all replaced in April of 2008 and will be due for replacement again in 2013. It is recommended that not only the batteries, but the support hardware be replaced because of advances in UPS technology.

Operating and Maintenance Impact

With advancements in UPS technology, the new UPS units will be more efficient, requiring less electricity to keep the batteries charged. This would result in lower electrical consumption and a cost savings to the County. Replacing the UPS units will also extend the life expectancy of the UPS units well into the future. There is no added operating costs by completing this project.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
JAIL DEPRECIATION FUND	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 100,000	\$ 100,000	\$ -				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	100,000	100,000	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 100,000	\$ 100,000	\$ -				

Maxxess Card Reader System Upgrade

Benton County Jail: 7122 W. Okanogan Pl. Bldg. B, Kennewick, WA 99336

Description and Scope

This upgrade will replace the software and part of the hardware for the card reader system used throughout the Justice Center. The Justice Center and the Jail rely heavily on the operation and capabilities of this system. The new system will also improve the communications between Maxxess and the OPTO22 Control System, which is important for proper jail door operations.

Purpose and Need

The upgrade to the Maxxess card reader system will allow for easier expansion, replace outdated hardware, allow for current technology hardware and replace the outdated operating software. The new system will allow for direct network communication with its own components and improve communications with the OPTO22 Control System.

History and Current Status

The Maxxess card reader system was installed in 2002 with the Court Expansion and new jail project. The current version is no longer supported and will not be improved. The system has seen minor changes over the years, but it is due for a major overhaul. The software cannot be replaced until the OPTO22 Control System upgrade is completed to allow for communication between the two systems.

Operating and Maintenance Impact

Operational costs should decrease due to the fact that the hardware we have now is either quite expensive to replace or has to be repaired because replacements are no longer available. With the new system, there will be fewer components that could fail, which results in better reliability. If the system is not upgraded, future hardware failures will result in a negative operational impact.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
JAIL DEPRECIATION FUND	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 100,000	\$ 100,000	\$ -				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	100,000	100,000	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 100,000	\$ 100,000	\$ -				

Nortel Companion Wireless Phone System

Benton County Jail: 7122 W. Okanogan Pl. Bldg. B, Kennewick, WA 99336

Description and Scope

This upgrade replaced the Nortel Companion Wireless Interface with a new Polycom SpectraLink 6300 Wireless Telephone System. The system is an in-house telephone system that allows communication to inmate cells via the intercom function. The upgrade included new wireless handsets, antennas, and server hardware. The upgrade also included a software upgrade and reconfiguration to the Nortel Meridian OPT-11 system.

Purpose and Need

The wireless phone system allows for audio communication and also allows Pod Officers to have control of their assigned cell doors. The Officers depend on this system for control, which allows them to open doors more quickly and takes the workload off of the Master Control workstations. The new system also helps facilitate the upcoming OPTO22 Control System upgrade due to having up-to-date equipment and programming.

History and Current Status

The original system was installed in 2003 with the new jail construction. As of 2007, parts were no longer available and handset repair was getting very expensive. Several thousand dollars per year were spent on handset repair. In 2009, the new Spectralink System was installed and fully functional by January 2010. Benton County entered a 60 month lease which expires December 31, 2014.

Operating and Maintenance Impact

The new Spectralink System will have a positive impact on the budget and in Jail Operations. Repair costs will go away and all necessary jail staff will have a wireless handset assigned. Handsets were at a premium before with only essential personnel having one. The new system is under a maintenance agreement with Embarq/CenturyLink and future handset repairs will be covered by warranty.

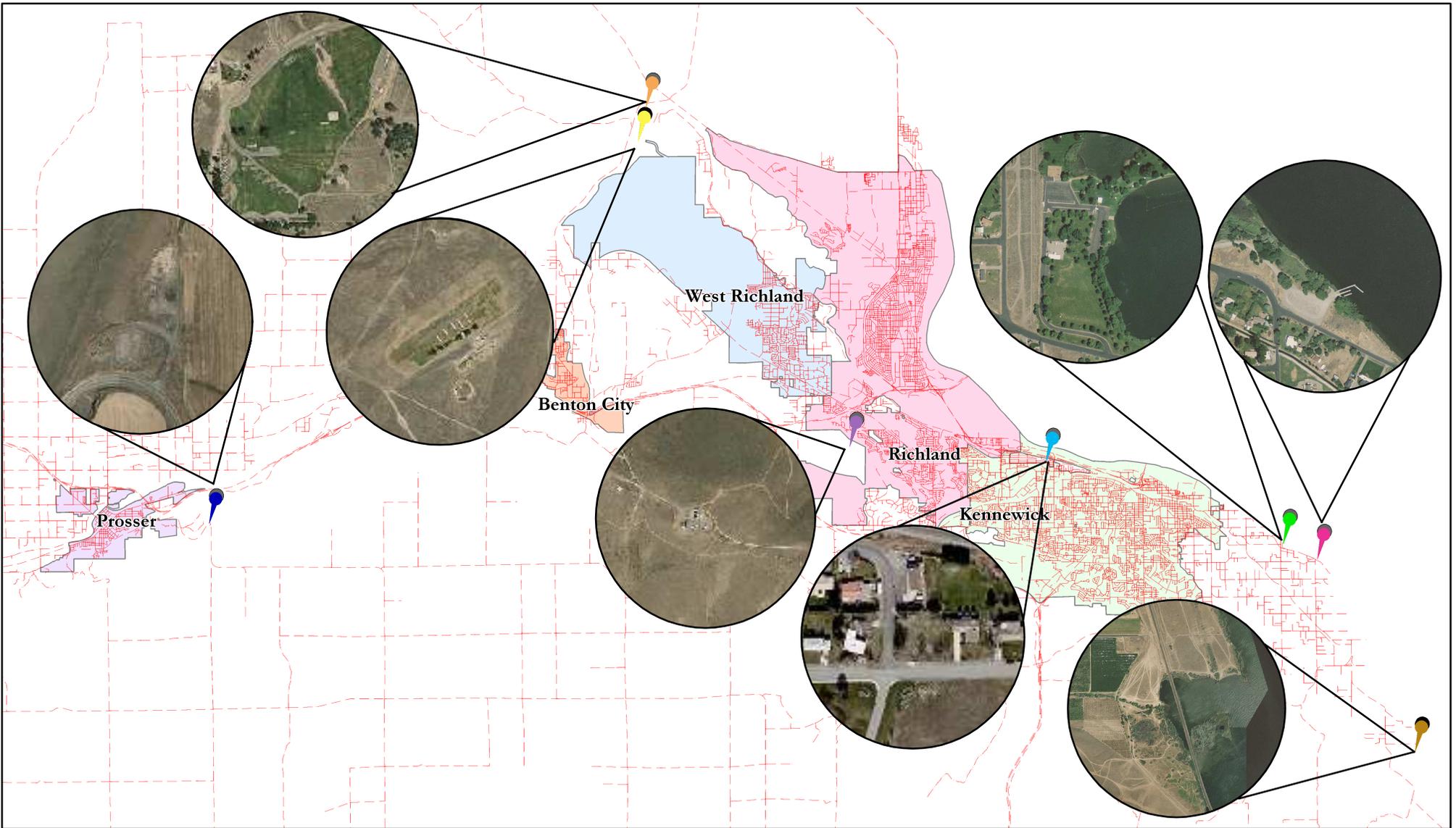
PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
JAIL DEPRECIATION FUND	\$ 184,156	\$ 92,078	\$ 92,078	\$ -	\$ -	\$ -	\$ -
CURRENT EXPENSE FUND	(7,600)	(3,800)	(3,800)	-	-	-	-
TOTAL	\$ 176,556	\$ 88,278	\$ 88,278	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	184,156	92,078	92,078	-	-	-	-
OPERATIONS AND MAINTENANCE	(7,600)	(3,800)	(3,800)	-	-	-	-
TOTAL	\$ 176,556	\$ 88,278	\$ 88,278	\$ -	\$ -	\$ -	\$ -

Park Development Fund

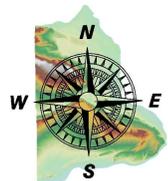
A photograph of a park with a row of trees and a body of water in the background. The trees are green and well-maintained, and the water is calm. The scene is bright and sunny, with shadows cast on the grass.

PARK DEVELOPMENT FUND is a cumulative reserve fund for the purpose of accumulating and expending said moneys for capital improvements within Benton County parks.



Park Development Fund

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Vista Park
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Badger Mountain Centennial Preserve

5305 East 210 PR Northeast, Richland

Description and Scope

This section includes two separate projects -- the "Orchard Trail" and upgrades to the Westgate parking area... **Orchard Trail:** This is slated to be the last major trail built on the mountain. It will be the longest trail at about 3.5 miles, and will be relatively flat, connecting the east and west property lines... **Westgate:** This includes upgrades to and expansion of the gravel parking area and driveway at Westgate off of Dallas Road.

Purpose and Need

Orchard Trail: Anticipated for years, by connecting with other existing trails this trail makes large loops possible on the mountain. It will make BMP more useable for equestrians and provide a flatter grade trail for patrons who do not want to climb... **Westgate:** The existing lot is undersized, but the main issue is the configuration. This project will expand the lot and provide for parallel parking along the driveway, and also reshape the lot for easier use.

History and Current Status

Orchard Trail: A trail across the lower South Face has been conceptualized for several years, but property ownership issues made it a moot point. With acquisitions in 2010 and 2011, planning for the trail is now a reality. Friends of Badger Mountain will be a primary partner on the project. **Westgate:** Construction of the original lot was a major step, but use over the past few years has made evident the shortcomings of the original size and design.

Operating and Maintenance Impact

The situation over the first six years of the Preserve shows us that these improvements have had very little impact on the County's O&M. The trails are maintained by Friends of Badger Mountain and the existing parking area at Westgate is maintained by County staff with assistance from the Sheriff's Work Crew. This consists mainly of weed abatement 2-3 times per year. This will be the same in the future after the expansion.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
PARK DEVELOPMENT FUND	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -
CURRENT EXPENSE	2,500	-	500	500	500	500	500
OTHER (GRANTS, DONATIONS, IN-KIND)	15,000	-	15,000	-	-	-	-
TOTAL	\$ 18,500	\$ -	\$ 16,500	\$ 500	\$ 500	\$ 500	\$ 500

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	16,000	-	16,000	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	2,500	-	500	500	500	500	500
TOTAL	\$ 18,500	\$ -	\$ 16,500	\$ 500	\$ 500	\$ 500	\$ 500

Horse Heaven Vista

no street address

Description and Scope

This section includes two separate projects -- "Boundary Control" and "Signage"... **Boundary Control:** This includes a legal survey of the property, with greatest interest in the south and east property lines; followed by fencing of those property lines... **Signage:** This includes highway signage off of SR 221 from both directions, a new entrance sign off of the highway, refurbishment of the historical sign in the park, and possibly interpretive signage within the park.

Purpose and Need

Boundary Control: We need to demarcate our property and control ingress/egress. Parking and driving across property lines is an issue... **Signage:** There exists no signage along the highway that mentions the park. With the exception of the outdated historical sign, there is also no signage within the park that mentions its name, purpose, history, or rules.

History and Current Status

Boundary Control: There is no fencing along the property lines, and the boundaries are unclear as one property basically fades into the next. Our property is bounded by agricultural lands on the east and south sides... **Signage:** Other than the large wooden historical sign, there has not been signage at the park for many years if ever. Staff is prepared to work with WSDOT on highway signage and on an entrance sign.

Operating and Maintenance Impact

Boundary Control: The Horn Rapids Park caretaker currently visits HHV once per week and can add inspection of the fence to his duties. Damage will need to be addressed on a case-by-case basis... **Signage:** Highway signs will be the responsibility of WSDOT. The HRP caretaker can inspect the internal signage on a weekly basis and treat for graffiti and vandalism just as he does the restrooms already.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
PARK DEVELOPMENT FUND	\$ 15,000	\$ 5,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -
CURRENT EXPENSE	1,000	-	200	200	200	200	200
OTHER (GRANTS, DONATIONS, IN-KIND)	-	-	-	-	-	-	-
TOTAL	\$ 16,000	\$ 5,000	\$ 10,200	\$ 200	\$ 200	\$ 200	\$ 200

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	14,000	5,000	9,000	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	1,000	-	200	200	200	200	200
TOTAL	\$ 16,000	\$ 5,000	\$ 10,200	\$ 200	\$ 200	\$ 200	\$ 200

Horn Rapids Park

115803 North State Route 225, Benton City 99320

Description and Scope

This section contains six projects: Phase 3 of the Maintenance Compound Improvements, Phase 4 of the Maintenance Compound Improvements, Road and Access Control work in the back country of the park, Construction of a new parking area near Wanawish Dam, Construction of Water Trail Features throughout the park, and creation of a Master Plan for the park.

Purpose and Need

The Compound improvements are intended to expand capacity, which is already exceeded; and also improve safety, security, organization, and cleanliness in the maintenance area. The road work in the back country areas of the park will protect fragile areas, better channel vehicular use into the appropriate areas, and help with safety and security. The new parking area will be our first improvement in the downstream area of the park.

History and Current Status

Upgrades of the Compound are currently underway, and are slated to occur in four phases. The Water Trail is a feature being created along the lower 30 miles of the Yakima River with HRP being one of several sites/partners. Dedication is slated to occur in Spring 2013. Parking areas and road work have aesthetic value but are primarily part of access control measures to protect sensitive areas of the park and keep vehicular traffic out of precarious situations.

Operating and Maintenance Impact

A primary goal of all of these projects is to make the park run better, and more efficiently. The one project that may create more O&M work is the new parking area in the downstream area of the park near the dam, although a positive effect of this new amenity will hopefully be less "ad-hoc" parking, which tends to create an O&M burden, so we may see some relief there. \$200/year is added to O&M for the new parking area (weed control, etc.).

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
PARK DEVELOPMENT FUND	\$ 150,000	\$ 27,000	\$ 95,000	\$ 2,000	\$ 22,000	\$ 2,000	\$ 2,000
CURRENT EXPENSE	1,000	-	200	200	200	200	200
OTHER (GRANTS, DONATIONS, IN-KIND)	5,000	5,000	-	-	-	-	-
TOTAL	\$ 156,000	\$ 32,000	\$ 95,200	\$ 2,200	\$ 22,200	\$ 2,200	\$ 2,200

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING / CONSULT	\$ 32,000	\$ 2,000	\$ 10,000	\$ -	\$ 20,000	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	113,000	30,000	75,000	2,000	2,000	2,000	2,000
OTHER (FFE, LAND, CONTINGENCY, ETC.)	10,000	-	10,000	-	-	-	-
OPERATIONS AND MAINTENANCE	1,000	-	200	200	200	200	200
TOTAL	\$ 156,000	\$ 32,000	\$ 95,200	\$ 2,200	\$ 22,200	\$ 2,200	\$ 2,200

Horn Rapids Park -- Higgins Field

115803 North State Route 225, Benton City 99320

Description and Scope

This section contains three groups of projects -- **Road Access Improvements:** This includes paving the apron off of SR 225 onto the gravel driveway, then doing some minor grading/gravel work on the 1400-foot driveway... **Protection Measures:** Includes rebuilding the perimeter fence around the site and doing work around the pump house to better protect it from fire... **Groundwork:** Adding trees, adding a flag garden, finishing the observation area.

Purpose and Need

Road Improvements: The paved apron would make for a smoother transition from the highway to the driveway. Currently, this area scours easily from the way cars exit the highway... **Protection Measures:** Are aimed at better demarcating the site and protecting the pump house from fire. This would include vegetation controls and irrigation adjustments. **Groundwork:** County would help finish the observation that was built several years ago and help with a flag garden area.

History and Current Status

Higgins Field is the model airplane facility within Horn Rapids Park and is leased to a club that operates it. Substantial development and upgrades have occurred over the past decade, mostly at the motivation of the club. Parks has assisted with larger capital developments, but most of the smaller items are funded by the club, who also is responsible for all maintenance on the site "inside the fence". A second runway was added in 2012, and this pre-empted most of the other planned projects.

Operating and Maintenance Impact

The County (Parks or Public Works) maintains the driveway. Maintenance of the driveway includes checking for and clearing blockages, an annual treatment for weeds, and then the periodic redress of the surface itself, such as is included in this project. Over time, the driveway incurs some rutting and wash boarding. With some machine work and gravel, Public Works is able to restore it to a more favorable condition.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
PARK DEVELOPMENT FUND	\$ 31,000	\$ 8,500	\$ 12,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
CURRENT EXPENSE	-	-	-	-	-	-	-
OTHER (GRANTS, DONATIONS, IN-KIND)	2,000	2,000	-	-	-	-	-
TOTAL	\$ 33,000	\$ 10,500	\$ 12,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	33,000	10,500	12,500	2,500	2,500	2,500	2,500
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 33,000	\$ 10,500	\$ 12,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500

Hover Park

at the end of Hover Road, Finley

Description and Scope

One improvement is planned for Hover Park at this time. An improved and secured parking area will be constructed at the Hover Road entrance to provide better parking and to try to keep vehicles from crossing the railroad tracks. Grading and graveling will be required for a new lot to be horse trailer friendly. The entrance and the lot will be fenced (with necessary gates), and new signage will be added. The lot will measure approximately 200 feet by 50 feet.

Purpose and Need

There are two main purposes for the project... First, the existing parking situation at this location is very poor, with uneven ground, insufficient turning space, and no designated parking area. Second, there is no access control, and vehicles are able to cross the railroad tracks and drive all over the park, which we do not want. This activity adversely impacts the park and presents ad-hoc at-grade crossing of the railroad tracks.

History and Current Status

Hover Park is on leased land that the County leases from the Army Corps of Engineers as a part of the same lease that covers Two Rivers Park. Hover has always presented a number of management issues and has never been a parks priority for the County. The Park Board wants to make some headway in changing the perception of Hover and its uses.

Operating and Maintenance Impact

Hover Park is already visited at least once per month by the Two Rivers Park caretaker for basic litter detail and reconnaissance. The new parking area would require some additional weed treatment each year which will add a small amount of O&M expense. It is our estimation at this time that caretaker visitation will probably be increased to at least two visits per month.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
PARK DEVELOPMENT FUND	\$ 25,500	\$ 25,500	\$ -	\$ -	\$ -	\$ -	\$ -
CURRENT EXPENSE	1,000	-	200	200	200	200	200
OTHER (GRANTS, DONATIONS, IN-KIND)	-	-	-	-	-	-	-
TOTAL	\$ 26,500	\$ 25,500	\$ 200				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	25,000	25,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	1,000	-	200	200	200	200	200
TOTAL	\$ 26,500	\$ 25,500	\$ 200				

Two Rivers Park

213316 East Finley Road, Kennewick 99337

Description and Scope

This section contains three projects -- **Playground Assessment:** A consultant evaluation of the existing playground with an eye toward a major renovation of the site... **Restroom:** Replacement of the original main restroom... **Nature Trail Extension:** Extension of the Nature Trail, which may include a boardwalk, small causeway, or other feature to bridge the wet areas to get out to the dry ground along the river.

Purpose and Need

The **Restroom** and **Playground** projects would address the shortcomings of serviceable but aging facilities in the core part of the park. Neither of these facilities meet modern standards. The Restroom is heavily used and keeps chugging along, while the Playground is quite underused owing to its antiquated and "unattractive" condition. The **Nature Trail** extension would open-up nearly a mile of little-used shoreline and wetland areas.

History and Current Status

Restroom: Was the original structure built in the park in 1969. It is functional, but prone to back-up issues and easy vandalism. We would like to replace it by or before its 50th anniversary... **Playground:** Play structures are antiquated and get little use. Area also needs shade. The soft-fall is a maintenance annoyance... **Nature Trail:** Existing trail built in the 1990s. Extension would open-up a large unused and interesting portion of the park.

Operating and Maintenance Impact

The new and improved restroom would reduce O&M expenses slightly. Re-doing the soft-fall portion of the playground would reduce O&M associated with keeping the soft-fall contained. Extending the Nature Trail would require monthly mowing and weed maintenance on that area -- an O&M increase of about 2 hours per month, per year by the caretaker, and slightly more chemical and fuel expense.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
PARK DEVELOPMENT FUND	\$ 115,000	\$ 5,000	\$ -	\$ 10,000	\$ -	\$ -	\$ 100,000
CURRENT EXPENSE	3,000	500	500	500	500	500	500
OTHER (GRANTS, DONATIONS, IN-KIND)	-	-	-	-	-	-	-
TOTAL	\$ 118,000	\$ 5,500	\$ 500	\$ 10,500	\$ 500	\$ 500	\$ 100,500

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
CONSULTING/ENGINEERING SERVICES	\$ 20,500	\$ 500	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000
CONSTRUCTION/SERVICES COSTS	84,500	4,500	-	-	-	-	80,000
OTHER (FFE, LAND, CONTINGENCY, ETC.)	10,000	-	-	-	-	-	10,000
OPERATIONS AND MAINTENANCE	3,000	500	500	500	500	500	500
TOTAL	\$ 118,000	\$ 5,500	\$ 500	\$ 10,500	\$ 500	\$ 500	\$ 100,500

Two Rivers Park -- East End (TREE)

213316 East Finley Road, Kennewick 99337

Description and Scope

This section contains three projects distinct to the Boat Launch -- **TREE Parking Area Upgrades**: Includes reshaping and paving the parking lot, adding a restroom, and redoing the signage... **TREE Boat Docks**: Replacement of all old decking with new decking that matches the gangways added previously... **TREE Harbor**: USACW-driven project to build a breakwater that would improve habitat and shield the launch site from wakes/waves.

Purpose and Need

Parking Area: These improvements would add a better, more comfortable, and more attractive restroom; and add efficiency and capacity to the parking lot... **Boat Docks**: New decking would extend the docks to previous extent, be more fish-friendly, be more attractive, and be safer for users... **Harbor**: This project allows the Corps to address habitat concerns it has on its lands, and allows the County to address the biggest issue facing the Boat Launch -- degradation from wake action.

History and Current Status

This site was developed in the late 1980s as a way to get boats out of the Great Lagoon where the two previous launch sites were located. While this stand-alone site is better in many respects, its major drawback is its constant exposure to wind, wakes, and waves. It has been a goal for many years now to upgrade the docks and to build the harbor if possible, but these are expensive projects. As of 2012, the Corps is working on feasibility for the harbor project.

Operating and Maintenance Impact

While a new restroom would require a little more attention from our onsite caretaker (the existing portable toilet is serviced by a third-party vendor), this whole project is envisioned with reducing O&M in mind. Functionality and safety are major components of the dock and harbor work, but reducing our ongoing expenditures to repair and maintain the existing boat dock facilities are right at the top of the list.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
PARK DEVELOPMENT FUND	\$ 375,500	\$ -	\$ -	\$ -	\$ 60,000	\$ 263,000	\$ 52,500
CURRENT EXPENSE	400	-	-	-	-	200	200
OTHER (GRANTS, DONATIONS, IN-KIND)	789,000	-	-	-	-	789,000	-
TOTAL	\$ 1,164,900	\$ -	\$ -	\$ -	\$ 60,000	\$ 1,052,200	\$ 52,700

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ 7,500	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 2,500
CONSTRUCTION/SERVICES COSTS	1,152,000	-	-	-	50,000	1,052,000	50,000
OTHER (FFE, LAND, CONTINGENCY, ETC.)	5,000	-	-	-	5,000	-	-
OPERATIONS AND MAINTENANCE	400	-	-	-	-	200	200
TOTAL	\$ 1,164,900	\$ -	\$ -	\$ -	\$ 60,000	\$ 1,052,200	\$ 52,700

Vista Park

Park has no street address... Located at the corner of Umatilla Avenue and Harrison Street in Tri-City Heights (Kennewick)

Description and Scope

Removal of the old playground equipment (5 pieces) and installation of newer equipment or play structure. The old equipment is circa 1960s and while mostly structurally sound, is out-of-step with what kids are accustomed to playing on today and goes mostly unused. This project will introduce a more modern play structure and a dedicated "soft-fall" landing area that will be more user-friendly and more attractive than what is currently in place.

Purpose and Need

The existing play equipment is circa 1960s. It has held-up well, but doesn't meet modern standards for safety or functionality. Some of it has already been removed. This project would retrofit the entire play space to more contemporary standards, and would try to align that retrofit with the standards and themes that the City of Kennewick is using in their parks, given that this may one day become a city park.

History and Current Status

Vista Park was developed by the Vista Junior Women's Club in 1969 and given to the County in 1970. Staff believes that all of the play equipment in the park dates to that original development. One item was removed in 2010 (swing). Currently, the park is minimally managed, with lawn and tree care being the focus. The neighborhood does have some money they would like to donate for this project.

Operating and Maintenance Impact

This project has no foreseeable additional impact on Operations & Maintenance. The park is currently maintained primarily by the Facilities Department (irrigation and mowing). Parks handles periodic items like sign repair, pruning, and other things. A possible impact of re-doing the park is that there might actually be less lawn to water and mow.

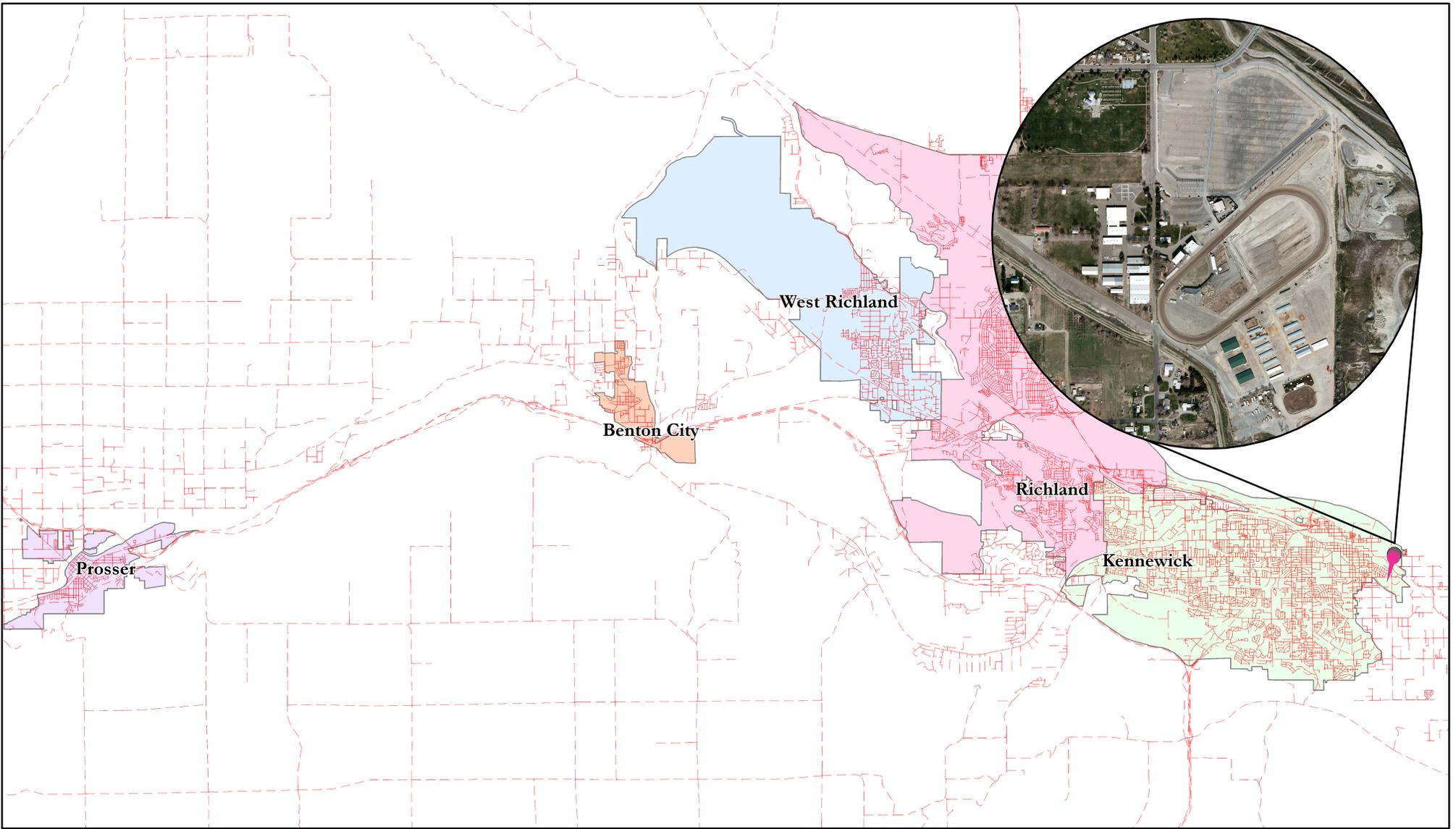
PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
PARK DEVELOPMENT FUND	\$ 24,000	\$ -	\$ -	\$ 1,500	\$ 22,500	\$ -	\$ -
CURRENT EXPENSE	-	-	-	-	-	-	-
OTHER (GRANTS, DONATIONS, IN-KIND)	-	-	-	-	-	-	-
TOTAL	\$ 24,000	\$ -	\$ -	\$ 1,500	\$ 22,500	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	22,500	-	-	-	22,500	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 22,500	\$ -	\$ -	\$ -	\$ 22,500	\$ -	\$ -

Real Estate Excise Tax (R.E.E.T) Fund



1/4 PERCENT REAL ESTATE EXCISE TAX is a fund to account for the revenues generated by a special 1/4 of 1 percent excise tax levied on the sale of real property within the County. All projects must be included in the annual Benton County Comprehensive Land Use Plan before any spending is approved.



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R.E.E.T. Fund



Benton County Fairgrounds
Pages 43-46



*Benton County
 Geographic
 Information
 Systems
 Department*

HVAC Infrastructure

Fairgrounds: 1500 S. Oak Street, Kennewick, WA 99337

Description and Scope

Buildings 1, 2, 3, and 4 will receive brand new commercial air conditioning systems that will replace the antiquated swamp coolers. The new systems will be ducted, which will allow air to be distributed around the building in a more efficient manner, thus cooling the room to the desired temperature. The new systems will also have a programmable thermostat.

Purpose and Need

The swamp coolers that are located in Buildings 1, 2, 3, and 4 are in need of replacement as they are antiquated, parts are hard to find, and the service technology is virtually non-existent. In the heat of the summer, with temperatures reaching as high as 110 degrees Fahrenheit, the swamp coolers have a difficult time keeping the buildings cool, especially if the building has a lot of people in it.

History and Current Status

Buildings 1, 2, 3, and 4 were constructed in the 1970's and minimal remodeling and updating have been done. Swamp coolers were installed because they were considered more efficient than air conditioning units and well suited for climates where the air is hot and the humidity is low. However, these particular units have reached the end of their life cycle as parts are extremely hard to find as well as a technician that is willing to work on them.

Operating and Maintenance Impact

Buildings 1, 2, 3, and 4 will see a reduction in their electricity bill because of the more efficient commercial air conditioning system that will be installed. Also, since the new system will have a programmable thermostat, staff will be able to control the temperature for the specific dates and times of the event. No more worrying about clients leaving the air conditioning on in an unoccupied Building.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
REET	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -
FAIRGROUNDS O&M	(8,000)	-	-	(2,000)	(2,000)	(2,000)	(2,000)
TOTAL	\$ 142,000	\$ -	\$ 150,000	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	150,000	-	150,000	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	(8,000)	-	-	(2,000)	(2,000)	(2,000)	(2,000)
TOTAL	\$ 142,000	\$ -	\$ 150,000	\$ (2,000)	\$ (2,000)	\$ (2,000)	\$ (2,000)

Buildings 3 and 4

Fairgrounds: 1500 S. Oak Street, Kennewick, WA 99337

Description and Scope

Building 3 requires the installation of newly fabricated sheet metal venting lids and a ceiling grid, the permanent tables removed and the serving bar area remodeled, interior walls finished and painted a beige color. Building 4 requires the installation of newly fabricated sheet metal vents and a ceiling grid, interior walls finished and painted a beige color.

Purpose and Need

These changes will make Buildings 3 and 4 much more marketable as there will be additional square footage and a finished interior for small weddings and quinceaneras. During 2011 both buildings had two 12 foot doors and two 8 foot garage style doors replaced which has decreased utility costs, secured the buildings and are much easier to open and close. Building 4 has had the permanent stages removed and the double kitchen ceiling replaced.

History and Current Status

Buildings 3 and 4 were constructed in the 1970's and minimal remodeling and updating done. There have been continuous complaints from our clients about the buildings' conditions. Due to this it has been difficult to charge our clients the fair market value to use these buildings. Building 3 is 60' x 145' = 8,700 square feet with a capacity of 580 people and Building 4 is 50' x 140' = 7,000 square feet with a capacity of 460 people.

Operating and Maintenance Impact

The proposed projects for Building 3 and Building 4 deal with the buildings functionality (removing permanent tables and serving bar) and aesthetics (installing newly fabricated sheet metal venting lids and ceiling grid as well as finishing and painting the interior walls), which have very little operating and maintenance impact. However, the remodel should make the buildings more marketable.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
REET	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
FAIRGROUNDS O&M	(2,500)	-	(500)	(500)	(500)	(500)	(500)
TOTAL	\$ 47,500	\$ 50,000	\$ (500)	\$ (500)	\$ (500)	\$ (500)	\$ (500)

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	50,000	50,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	(2,500)	-	(500)	(500)	(500)	(500)	(500)
TOTAL	\$ 47,500	\$ 50,000	\$ (500)	\$ (500)	\$ (500)	\$ (500)	\$ (500)

Building 16

Fairgrounds: 1500 S. Oak Street, Kennewick, WA 99337

Description and Scope

Building 16 will receive a brand new commercial heating and air conditioning system to replace the old heating system and swamp cooler. The new system will be a ducted unit, which will allow the heating and cooling system to be able distribute air around the building in a more efficient manner bringing the room to the desired temperature. The new system will also have programmable thermostat.

Purpose and Need

Currently the heating system in Building 16 is extremely old and outdated. During the winter months, when temperatures are extremely low, it can take as long as 90 minutes in order to raise the temperature to a tolerable level. Even when the room temperature reaches a tolerable level, the heating system has a difficult time maintaining it. The Fairgrounds Office Manager has received numerous complaints about this issue.

History and Current Status

Building 16 was constructed in the 1970's and some remodeling and updating done. There have been continuous complaints from our clients about the building conditions. Due to this it has been difficult to charge our clients the fair market value to use this building. Building 16 is 40' x 80' = 3,200 square feet with a capacity of 120 people. Building 16 is mainly used for small family reunions and training classes.

Operating and Maintenance Impact

Building 16 will see a reduction in the heating and cooling bill because of the more efficient commercial heating and air conditioning system that will be installed. Also, since the new system will have a programmable thermostat, staff will be able to control the temperature for the specific dates and times of the event. No more worrying about clients leaving the heat or air conditioning on in an unoccupied building.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
REET	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
FAIRGROUNDS O&M	(2,500)	-	(500)	(500)	(500)	(500)	(500)
TOTAL	\$ 47,500	\$ 50,000	\$ (500)				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	50,000	50,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	(2,500)	-	(500)	(500)	(500)	(500)	(500)
TOTAL	\$ 47,500	\$ 50,000	\$ (500)				

New Main Restroom

Fairgrounds: 1500 S. Oak Street, Kennewick, WA 99337

Description and Scope

The project consists of building a new main restroom in place of the current facility. The restroom would be built adjacent to the current open air "grange" building. By relocating the restroom it would allow the current one to remain open during construction. The new restroom would be double the capacity of the old one in order to accommodate the 100,000 patrons visiting the fair annually. The current restroom could be repurposed or demolished.

Purpose and Need

The main restroom is in desperate need of a renovation. The plumbing is antiquated, the electrical needs to be brought up to current standards and the HVAC is non-existent. The restroom currently accommodates twenty two people at a time. With 28,000 people a day attending the fair alone the current restrooms do not keep up with the demand. Due to its size and location building a new facility would best fit the county's need.

History and Current Status

The main restroom has been in service for several years and has served its purpose. With the 140,000 plus people attending various events at the fairgrounds the facility is no longer adequate. The plumbing and electrical need to be brought up to current standards. The heating and exhaust fans also need to be improved. All partitions are either wood or corrugated metal and do not meet current codes.

Operating and Maintenance Impact

Having a new restroom constructed the maintenance impact would be very low for the first five years. By having modern efficient plumbing and electrical fixtures installed the operating costs would be lower for the fairgrounds overall. The facility would be cleaned daily by a Benton County Inmate Work Crew that is currently assigned to the fairgrounds.

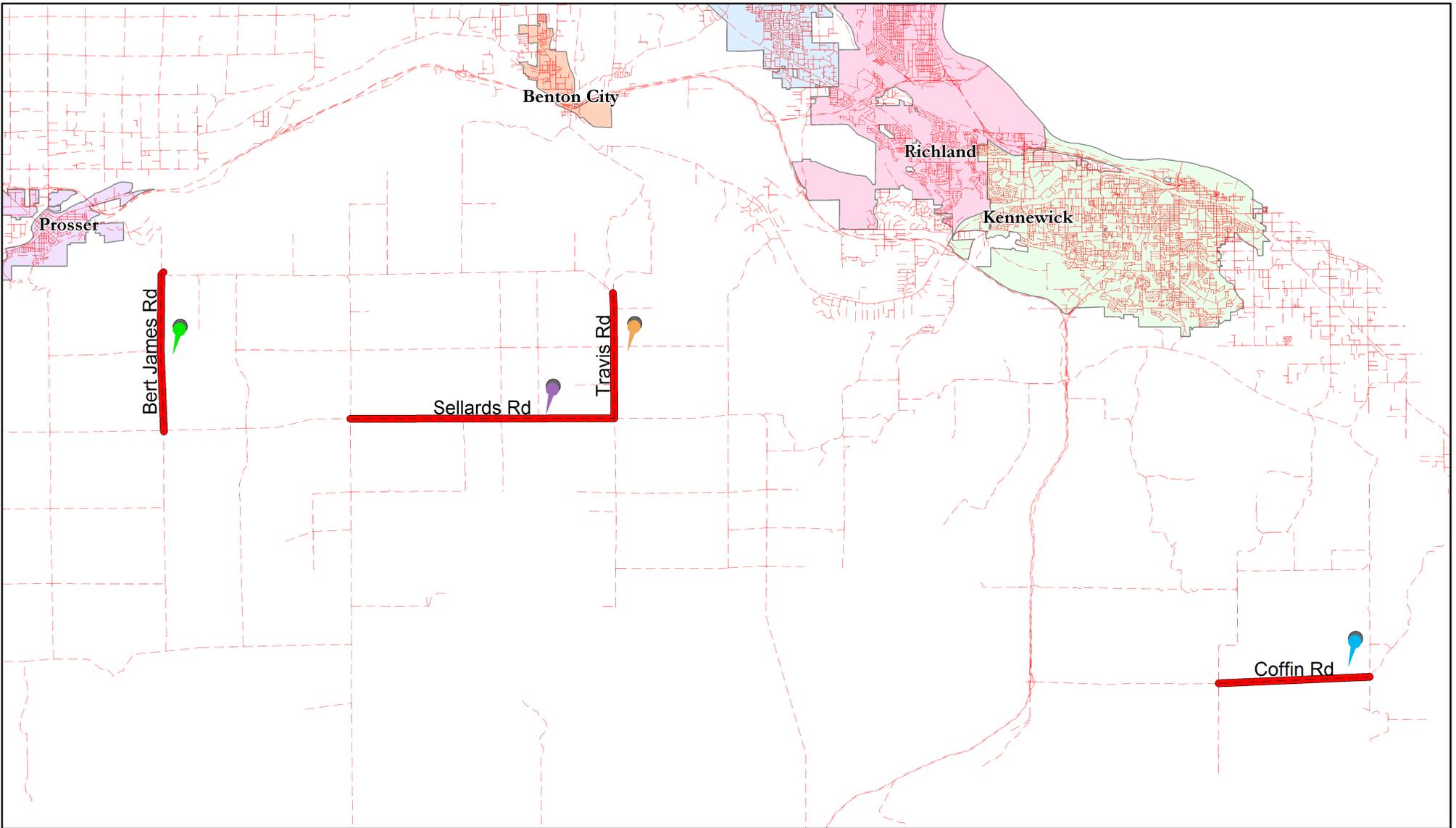
PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
REET	\$ 480,000	\$ 480,000	\$ -	\$ -	\$ -	\$ -	\$ -
FAIRGROUNDS O&M	-	-	-	-	-	-	-
TOTAL	\$ 480,000	\$ 480,000	\$ -				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
ARCHITECT / ENGINEERING FEES	\$ 80,000	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	400,000	400,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 480,000	\$ 480,000	\$ -				

County Road Fund



County Road Fund is created in each County of the State per the RCW 36.82.010. County Road Funds may be used for the construction, alteration, repair, improvement, or maintenance of county roads and bridges, as well as acquiring, operating, and maintaining of machinery, equipment, quarries, and for the cost of establishing county roads, acquiring rights-of-way therefor, and expenses for the operation of the county engineering office.



Road Fund

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*Benton County
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Travis Road - CE 1773

Sellards Road to Hansen Road (3.2 miles)

Description and Scope

Sellards Road to Hansen Road; 3.2 miles long; improve site distance, by widening this narrow road from 26 feet to 34 feet; improve vertical and horizontal alignment to meet current safety standards. This road will be reconstructed to an all weather road and is also a major farm to market route. The funding sources are Federal Surface Transportation Program Rural (STPR) funds, County Road Improvement Matching Program (CRIMP) funds, and Road funds. The Federal STPR funds must be expended by 12/31/2013 or the county will lose the grant.

Purpose and Need

Travis Road is a narrow, hilly, farm to market road needing upgrade to current standards. This road is designated a T-3 freight route by the WSDOT. In addition the road is one of the few in the county that experiences severe seasonal damage. This project will bring the designated freight route to a necessary all weather standard. The road has deteriorated to a point where we are patching patches. This road is the last link in an all weather road system from Plymouth (SR-14) to Benton City (I-82).

History and Current Status

The project has been a priority for the County for the last few years. Right of way was acquired in 2006. The County has completed a topographical survey and the road design with plans at 99% complete. Staff has applied for multiple funding sources recently including federal appropriations and stimulus one. The project was not selected for these funding sources primarily because the rural project finds itself at a disadvantage when competing against urban roads. Most recently the county has secured some surface transportation dollars but need a match to bring the project to completion.

Operating and Maintenance Impact

As stated, this portion of Travis road is in exceptionally poor condition. Existing maintenance costs are also exceptionally high. In the past five (5) years the annual maintenance costs have averaged in excess of \$55,000 on this road. The seasonal damage experienced on this road is unacceptable and rebuilding the road will resolve the high maintenance cost. This proposed improvement should result in a maintenance cost saving of \$50,000 annually.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
FEDERAL STPR INDIRECT GRANT FUNDS	\$ 737,000	\$ 737,000	\$ -	\$ -	\$ -	\$ -	\$ -
CRIMP	280,000	280,000	-	-	-	-	-
ROAD FUND	733,000	733,000	-	-	-	-	-
TOTAL	\$ 1,750,000	\$ 1,750,000	\$ -				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
PRELIMINARY ENGINEERING	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	1,700,000	1,700,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 1,750,000	\$ 1,750,000	\$ -				

Bert James Road - CE 1774

Sellards Road to SR 221 (4.0 miles)

Description and Scope

Sellards Road to SR 221; 4 miles long; improve site distance by widening this narrow road from 26 feet to 34 feet; improve vertical and horizontal alignment to meet current safety standards. The section of road is a Minor Collector function classification 08 and is designated a T-3 freight route serving as trucking shortcut to state highway 221. This road will be reconstructed to an all weather road.

Purpose and Need

Bert James Road is a narrow, hilly farm to market road. The existing lanes are too narrow to accommodate two tractor-trailer vehicles passing each other, without both driving on the road shoulders. The road follows the contour of the ground, which contributes to inadequate sight distance on the vertical curves. There are several low areas that are flooded during storm runoff due to inadequate drainage facilities.

History and Current Status

The project is very close to being ready for construction. The county has surveyed, designed, and purchased the majority of the required right of way. A small amount of right of way remains to be acquired. The project was shelved dependent upon priority funding availability with ongoing preservation being a priority.

Operating and Maintenance Impact

The Bert James road was crack sealed in 2010 in preparation for the 2010 chip seal. This road is scheduled for the next chip seal in 2016. Routine road maintenance will continue. The costs vary from year to year dependent upon the type of weather events that may have occurred during the year. The average annual maintenance and operating costs are estimated to be \$6,000 per mile based on 2012 dollars.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
TO BE DETERMINED ROAD FUND	\$ 4,100,000 50,000	\$ -	\$ -	\$ -	\$ -	\$ 2,025,000 25,000	\$ 2,075,000 -
TOTAL	\$ 4,150,000	\$ -	\$ -	\$ -	\$ 25,000	\$ 2,050,000	\$ 2,075,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
PRELIMINARY ENGINEERING	\$ 125,000	\$ -	\$ -	\$ -	25,000	\$ 100,000	\$ -
CONSTRUCTION/SERVICE COST	3,925,000	-	-	-	-	1,850,000	2,075,000
OTHER (FFE, LAND, CONTINGENCY, ETC)	100,000	-	-	-	-	100,000	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 4,150,000	\$ -	\$ -	\$ -	\$ 25,000	\$ 2,050,000	\$ 2,075,000

Sellards Road - CE 1915

SR 221 to Travis Road (7.0 miles)

Description and Scope

SR 221 to Travis Road, 7.0 miles long; improve site distance by widening this narrow road from 26 feet to 34 feet; improve vertical and horizontal alignment to meet current safety standards. This road will be reconstructed to an all weather road and is also a major farm to market route. The funding sources are anticipated to be federal Surface Transportation Program Rural (STPR) funds, Road funds and other funds to be determined.

Purpose and Need

Sellards Road is a farm to market road needing upgrade to current standards. This road is designated a T-3 freight route by the WSDOT. We are experiencing some increase in the frequency of damage on this road. This project will bring the designated freight route to a present day standard. The T-3 designation elevates the importance of the project for the future. Safety will be improved by flatten fill slopes and upgrading the guardrails to today's standards.

History and Current Status

The County has completed a topographical survey; the road has not been designed and any additional road right of way has not been acquired. Staff has designated an amount to begin work to prepare the project for construction. Future funding may involve some federal surface transportation funding. The goal is to get the project ready for construction whereby applications for funding sources applied for an expedited completion.

Operating and Maintenance Impact

Routine road maintenance is ongoing. The costs vary from year to year dependent upon the type of weather events that may have occurred during the year. Seasonal damage has been observed to be increasing; however, year around truck usage has not. The average annual maintenance and operating costs are estimated to be \$6,000 per mile based on 2012 dollars.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
FEDERAL STPR INDIRECT GRANT FUNDS	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 150,000
TO BE DETERMINED	4,300,000	-	-	-	-	1,835,000	\$ 2,465,000
ROAD FUND	50,000	-	-	-	50,000	-	-
TOTAL	\$ 4,650,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 1,985,000	\$ 2,615,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
PRELIMINARY ENGINEERING	\$ 480,000	\$ -	\$ -	\$ -	\$ -	\$ 240,000	\$ 240,000
CONSTRUCTION/SERVICE COST	4,020,000	-	-	-	-	1,695,000	2,325,000
OTHER (FFE, LAND, CONTINGENCY, ETC)	150,000	-	-	-	50,000	50,000	50,000
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 4,650,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 1,985,000	\$ 2,615,000

Coffin Road

Nine Canyon Road to Meals Road (4.5 miles)

Description and Scope

This collector will link Nine Canyon Road to Meals Road. The proposed project is 4.5 miles long. This future road will provide a needed link in the area two road network serving agriculture in the county. The collector will provide a necessary link bringing access to the Interstate. This road will be constructed to an all weather road and it will be a well used farm to market route.

Purpose and Need

The southeast farming community in Benton County is served by narrow gravel roads. These roads follow the contour of the ground creating poor sight distance on vertical, horizontal curves that do not meet minimum standards and in some cases steep grades. An all weather road built to today's standards will provide a faster, safer route for landowners to use in bringing their produce from the farm to the market.

History and Current Status

Existing Coffin Road is a designated T-4 freight route and given a functional classification of 08 for Minor rural collector. Increasing farm to market usage on existing Coffin Road has been observed; the new road has yet to be designed and any additional road right of way has not been acquired. No funds are allocated toward work on this project yet.

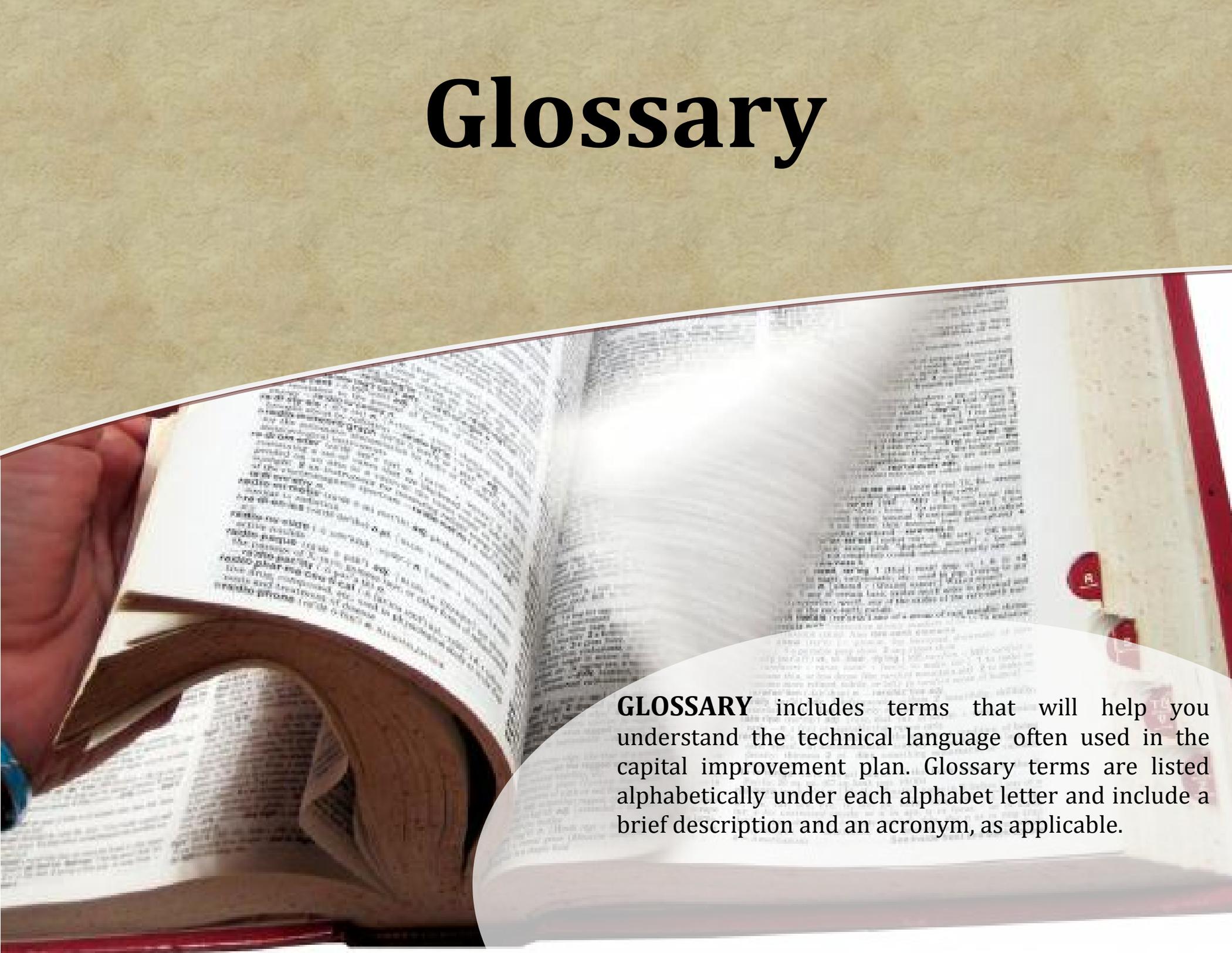
Operating and Maintenance Impact

Once the road is constructed the average annual operating and maintenance costs are estimated to be \$6,000 per mile based on 2012 dollars. As has been stated before, early years maintenance is very minimal increasing as the age of the road advances. A reduction in hauling farm to market costs will be realized by area constituents. Improving the collector network should bring efficiencies to county maintenance efforts through reduced response road miles.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2013-2014		2015-2016		2017-2018	
TO BE DETERMINED	\$ 4,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,060,000	\$ 2,440,000
TOTAL	\$ 4,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,060,000	\$ 2,440,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2013-2014		2015-2016		2017-2018	
PRELIMINARY ENGINEERING	\$ 380,000	\$ -	\$ -	\$ -	\$ -	\$ 190,000	\$ 190,000
CONSTRUCTION/SERVICE COST	3,820,000	-	-	-	-	1,670,000	2,150,000
OTHER (FFE, LAND, CONTINGENCY, ETC)	300,000	-	-	-	-	200,000	100,000
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 4,500,000	\$ -	\$ -	\$ -	\$ -	\$ 2,060,000	\$ 2,440,000

Glossary



GLOSSARY includes terms that will help you understand the technical language often used in the capital improvement plan. Glossary terms are listed alphabetically under each alphabet letter and include a brief description and an acronym, as applicable.



CAPITAL IMPROVEMENT PLAN DOCUMENT GLOSSARY

The glossary includes terms that will help you understand the technical language often used in the capital improvement plan. Glossary terms are listed alphabetically under each alphabet letter and include a brief description and an acronym, as applicable.

A

ACQUISITION: Acquiring land, existing buildings, or equipment and vehicles. The Public Works Department uses the following definition: Right-of-Way/Acquisitions consist of right-of-way cost for capital projects, including appraisal, survey services, and research, as well as purchase transactions and any associated assistance.

ADA COMPLIANCE: A Federal law providing for a wide range of protection to individuals with disabilities ranging from prohibitions against discrimination in employment specific requirements for modifications of public facilities and transportation systems.

ADOPTION: A formal action taken by the Board of Benton County Commissioners which sets the spending limits for the fiscal year.

ARCHITECT/ENGINEERING FEES: Fees associated with the art/science and technology concerned with designing and building structures.

B

BALANCED BUDGET: Consists of each funds' estimated beginning fund balance plus revenues to equal total funds available, minus total expenditures, which equals the ending fund balance. These ending fund balances must either equate to zero dollars or have a reserve balance remaining.

BEGINNING BALANCE: Comprised of residual funds brought forward from the previous year (ending balance).

BOND: A debt security, in which the authorized issuer owes the holders a debt and, depending on the terms of the bond, is obliged to pay interest (the coupon) to use and/or to repay the principal at a later date, termed maturity.

C

CAPITAL FUND: Routine capital outlay purchases and projects by the county including but not limited to office furniture, major building maintenance, real property acquisition, building remodeling projects, road projects, and



water projects. Said funds shall be invested by the Benton County Treasurer with interest accruing to the Current Expense fund.

CAPITAL IMPROVEMENT PROJECT: Non-routine capital expenditures that generally cost more than \$5,000 resulting in the purchase of equipment, construction, renovation or acquisition of land, infrastructure and/or buildings with an expected useful life of at least five years.

COLLECTOR (Urban): The collector street system provides both land access service and traffic circulation within residential and neighborhoods and commercial and industrial areas. It differs from the arterial system in that facilities on the collector system may penetrate residential neighborhoods, distributing trips from the arterials through the area to their ultimate destinations. Conversely, the collector street also collects traffic from local streets in residential neighborhoods and channels it into the arterial system. In the central business district, and in other areas of similar development and traffic density, the collector system may include the entire street grid. The collector street system may also carry local bus routes.

CORRIDOR: A major transportation route which can consist of one or more highways, arterial streets, transit lines, rail lines and/or bikeways.

D

DEBT CAPACITY: Ability to borrow money. The County's legal non-voted debt capacity is 1.5% of the assessed valuation, less outstanding limited tax general obligation bond debt, plus available assets. The County's legal voted debt capacity is 2.5% of the assessed valuation, less outstanding limited tax general obligation bond debt, plus available assets.

DEMOLITION: The destruction and removal of some or all of an existing structure.

DEPRECIATION: The periodic cost assigned for the reduction in usefulness and value of a long-term tangible asset.

E

EASEMENT: A right to use the real property of another without possessing it.

ECONOMIC DEVELOPMENT: Investment of resources to create financial self-sufficiency and prosperity in a community, including the industrial, commercial, and service sectors.



F

FAIRGROUNDS O & M FUND: A fund established for the purpose of operations and maintenance of the Benton County Fairgrounds; however, the project cost allocated in this report is for the capital projects located at the fairgrounds.

FURNITURE, FIXTURES & EQUIPMENT (FF&E): Moveable furniture, fixtures or other equipment that have no permanent connection to the structure of a building or utilities.

FMSIB: Freight Mobility Strategic Investment Board (state indirect grant funds).

G

GOAL: A general and timeless statement created with a purpose based on the needs of the community.

H

HEATING, VENTILATION, AND AIR CONDITIONING (HVAC): Refers to technology of indoor environmental comfort.

I

INFRASTRUCTURE: Facilities that support the continuance and growth of a community. Examples include roads, water lines, sewers, public buildings, & parks.

J

JAIL DEPRECIATION FUND: In 1998, Benton County established a Jail Depreciation Fund for the purpose of holding monies collected from the cities and county for depreciation factors on the Benton County Jail. By establishing and funding the Jail Depreciation Fund thru the prisoner bed day rate, Benton County hopes to limit the financial impact to the General Fund should a catastrophic failure occur in the jail. Jail Depreciation funds shall also be used to replace equipment vital to jail operations, which usually are expensive in nature.

K

There are no items at this time.



L

LEGAL DESCRIPTIONS: A method of describing a particular parcel of land in such a way that it uniquely describes the particular parcel and no other.

M

MAJOR COLLECTOR (Rural): These routes have several definitions. 1) serve county seats not on arterials routes, larger towns not directly served by the higher systems, and other traffic generator of equivalent intracounty importance, such as consolidated schools, shipping points, county parks, and important agricultural areas; 2) link these places with nearby larger towns or cities, or with routes of higher classifications; and 3) serve the more important intracounty travel corridors.

MASTER PLAN: A plan prepared to specify and coordinate the provision of one or more infrastructure systems and related services.

MILESTONE: A tangible point in time that tells how far along a project is in the process.

MINOR COLLECTOR (Rural): These routes should 1) be spaced at intervals consistent with population density to

accumulate traffic from local roads and bring all developed areas within reasonable distances of collector roads; 2) provide service to the remaining smaller communities; and 3) link the local important traffic generators with their rural vicinity.

N

There are no items at this time.

O

OTHER EXPENDITURES: Expenditures not related to CIP projects for a specific fund. Examples include operating transfers, minimum fund balances, and etc.

P

PARK DEVELOPMENT FUND: is a cumulative reserve fund for the purpose of accumulating and expending said moneys for capital improvements within Benton County parks.

Q

There are no items at this time.



R

R.E.E.T. FUND: 1/4 PERCENT REAL ESTATE EXCISE TAX is a fund to account for the revenues generated by a special 1/4 of 1 percent excise tax levied on the sale of real property within the County. All projects must be included in the annual Benton County Comprehensive Land Use Plan before any spending is approved.

R.E.E.T TECHNOLOGY FUND: is a fund established per State of Washington Legislature SSHB 1240, section 2 to increase excise fees on Real Estate Excise Tax to provide for the development and implementation of an automated system for the electronic processing of the real estate excise tax compatible with the system developed by the Washington State Department of Revenue.

REVENUE: Total amounts available for appropriation including estimated revenues, fund transfers and beginning fund balances. Financial resources are received from taxes, user charges and other levels of government.

RIGHT-OF-WAY: The right given by one landowner to another to pass over the land actually transferring ownership. ROW is granted by deed or easement, for construction and maintenance according to a designated use.

ROAD FUND: is created in each County of the State per the RCW 36.82.010. County Road Funds may be used for the construction, alteration, repair, improvement, or maintenance of county roads and bridges, as well as acquiring, operating, and maintaining of machinery, equipment, quarries, and for the cost of establishing county roads, acquiring rights-of-way therefor, and expenses for the operation of the county engineering office.

S

STPR: Surface Transportation Program Rural (Competitive Federal indirect grant fund)

SUSTAINABLE DEVELOPMENT: Development with the goal of preserving environmental quality, natural resources and livability for present and future generations.

T

TBD: To Be Determined are projects that are requested, however, the funding has not been determined.



TIB: Transportation Improvement Board (Competitive State indirect grant funds)

Z

There are no items at this time.

U

There are no items at this time.

V

There are no items at this time.

W

There are no items at this time.

X

There are no items at this time.

Y

There are no items at this time.