

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, May 22, 2012 Benton County Courthouse, Prosser, WA

9:00 AM

Call to Order

Approval of Minutes

- ❖ May 10, 2012, Special Board Meeting
- ❖ May 15, 2012

Review Agenda

Consent Agenda

Commissioners

- a. Line Item Transfer, Fund No. 0000101, Dept. 107
- b. Amendment of Bylaws and Rules of Procedure for Board of Benton County Commissioners; Repealing and Superseding Resolution 11-499
- c. Appointment of Scott Revell to the Benton County Water Conservancy Board

Human Services

- d. Agreement w/Catholic Family & Child Services of the Tri-Cities

Personnel

- e. Trainer Contract w/S Perry of Avenue Law
- f. June Employee of the Month Appointment

Planning

- g. Short Plat Vacation – SPV 12-03
- h. Copier Lease Agreement w/Sharp Electronics Corporation

Public Works

- i. Payment Authorization to Noland's Body Shop for Dump Truck Repairs
- j. Consultant Agreement w/Shannon & Wilson, Inc. for On-Call Geophysical Services
- k. Lease Agreement w/Mark & Marilyn Tullis for Top Soil
- l. Line Item Transfer, Fund No. 0155-101, Dept. 000

9:05 AM

Public Hearing

Continued Public Hearing – SPV 12-02 - M Shuttleworth

Scheduled Business:

Gang Unit Update – Captain Vannoy & Sergeant Trevino

Request for Public Hearing on Budget Adjustments – K Mercer

Unscheduled Visitors
Board Assignment Update

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
Thursday, May 10, 2:03 p.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Commissioner Shon Small
Commissioner Leo Bowman
Alt. Clerk of the Board Marilu Flores

Excused absent: Chairman, James R. Beaver

Benton County Employees Present During All or a Portion of the Meeting: Planning Manager Mike Shuttleworth

A presentation was made by Washington State Association of Counties (WSAC) staff Eric Johnson, WSAC Executive Director, and WSAC President Paul Pierce (Skamania County Commissioner). Mr. Johnson began the meeting by indicating that it is WSAC's goal to conduct Courthouse briefings once every other year.

The Board was briefed on the 2012 legislative session and updated the Board on the following legislative issues:

- Budget
- Public requests
- General Government
- Land Use
- Natural Resources & Environment
- Human Services
- Public Safety
- Transportation
- Public Health
- Pension Reforms and Personnel

The Board was also updated on the following services:

- Training and Events
 - Grants
 - Public Records
 - Board of Directors' Meeting
 - Annual Conference
- Retrospective Rating Pool

- NACO & WSAC Business Services
 - US Communities
 - NACO Prescription Discount Card Program
- WSAC Budget
 - Financial Snapshot

Mr. Johnson asked the Board what county issues could be reviewed by WSAC:

- Local issues: Commissioner Small questioned the Open Meetings Act and when to advertise or not for meetings being attended by commissioners but conducted by other entities; specifically, tours by commissioners. Commissioner Bowman expressed a concern on application permits and the fact that they were down. There were bigger sales on homes with less assessed values. Homes with higher assessed values were not selling as quickly which is a concern for a source of revenue coming in. Discussion was done over attrition discussing the pros and cons.
- WSAC would be conducting regional roundtables during the summer and following up with Counties as to when those would occur.

There being no further business before the Board, the meeting adjourned at approximately 3:34 pm.

Alt. Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, May 15, 2012, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Sustainable Development Manager; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Sheriff Steve Keane; WSU Extension Manager Marianne Ophardt; Clerk Josie Delvin; Auditor Brenda Chilton; District Court Administrator Jacki Lahtinen; Susan Walker, Planning; Treasurer Duane Davidson; Bob Woody, Central Services.

Approval of Minutes

The Minutes of May 8, 2012 were approved.

Consent Agenda

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

Animal Control

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

Assessor

- b. Line Item Transfer, Fund No. 0000-101, Dept. 101

Auditor

- c. Interlocal Agreement w/City of Benton City for Ballot Drop Box
- d. Interlocal Agreement w/City of West Richland for Ballot Drop Box

Commissioners

- e. Line Item Transfer, Fund No. 0000-101, Dept. 107
- f. Payment Authorization to Design West Architects, PA for District Court Remodel Study
- g. Procedures and Guidelines on Benton County & Bi-County Non-Bargaining Positions; Rescinding Resolution 11-243

Facilities

- h. Purchase Authorization for Video Monitoring Equipment from URS Electronics
- i. Contract w/Stoncor Group, Inc. dba Stonhard for Jail Kitchen Floor Repair

Human Services

- j. Grant Agreement w/Housing Authority of the City of Pasco and Franklin County
- k. Agreement w/Vista Youth Center

Juvenile

- l. Line Item Transfer, Fund No. 0115-101, Depts. 171, 173 & 174

Office of Public Defense

- m. Payment Authorization for Attorney D Hanson for District Court Cases
- n. Termination of District Court Public Defense Contract w/E Riley

Personnel

- o. Authorizing County Risk Manager to Settle Claim CC2011-27

Planning

- p. Contract w/The Watershed Company to Update the Benton Co. Shoreline Master Program

Prosecuting Attorney

- q. Salary Request Statement

Public Works

- r. Granting Franchise to Lightspeed Networks, Inc.

The Board briefly recessed, reconvening at 9:05 a.m.

Expanded SWAT Services

Sheriff Keane said he was seeking approval to work with non-participating jurisdictions (West Richland, Prosser, and Franklin County Sheriff's Office) on a mutual aid agreement for SWAT services. He said they currently provided services to those agencies as needed, but it would be better to have an agreement in place and also to get compensated for the services they do provide.

The Board concurred with the Sheriff moving forward.

WSU Extension Update

Marianne Ophardt, Don Llewellyn, and Steve Norberg updated the Board on WSU Extension projects, including:

- Crop production
 - Alfalfa, Timothy hay crop rotation research
 - Grant funding to conduct research on soybean
 - Upcoming wheat tours
- Education Programs for Producers
 - Beef/Cattle Nutrition
 - Grant from Bioag program at WSU on alternate protein supplements
 - Animal health side - bovine respiratory disease
 - Grant for natural antibiotics for treatment; livestock management

Animal Control Update

Keith Mercer gave a Powerpoint presentation and briefly discussed the following:

- History & Mission Statement
- Statistics, including total dogs sheltered, adopted, returned to owner, transferred to rescue groups, fostered, and trial adoptions
- Community involvement and adoption events
- Spay/Neuter Compliance

Commissioner Assignment Update

Commissioner Small said he met with the City of Prosser and school representatives and would continue to see if the Prosser Hospital wanted to take possession of the generator. He also attended the WSAC meeting with Eric Johnson and Commissioner Paul Pierce and the Legislative Tour and thanked Commissioner Bowman for orchestrating that tour.

Commissioner Bowman asked about cancelling the regular meeting on July 3 and the Board agreed. He commented on the WSAC visit and said they received a great package of information. Additionally, he said the Legislative Tour was a great experience and showed great commitment from everyone involved, including the legislators. He commented that the 16th District did not have an agricultural research department and that a tour of the WSU Research Center should be included at some point.

Commissioner Bowman said there was a meeting scheduled for June 9 at the Justice Center regarding Fair booth planning. The Board agreed that Commissioner Bowman should attend. Also, he requested the Central Services Department try to figure out a permanent way for Powerpoint and other presentations in the Board room (plug and play) so someone could come in and easily give a presentation. He asked for approval to move forward with a permanent solution and get a cost estimate; the Board agreed.

Chairman Beaver said he did not do much County business the previous week but thanked everyone for their thoughts and prayers.

Vouchers

Check Date: 05/11/2012
Warrant #: 57560-57942
Transfer #: 0512
Total all funds: \$900,316.81

Check Date: 05/15/2012
Taxes #: 10112054
Total all funds: \$33,364.59

Check Date: 05/15/2012
Warrant #: 234100-234117
Direct Deposit #: 74223-74426
Total all funds: \$111,459.29

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

Resolutions

- 2012-257: Line Item Transfer, Fund No. 0000-101, Dept. 137
- 2012-258: Line Item Transfer, Fund No. 0000-101, Dept. 101
- 2012-259: Interlocal Agreement w/City of Benton City for Ballot Drop Box
- 2012-260: Interlocal Agreement w/City of West Richland for Ballot Drop Box
- 2012-261: Line Item Transfer, Fund No. 0000-101, Dept. 107
- 2012-262: Payment Authorization to Design West Architects, PA for District Court Remodel Study
- 2012-263: Procedures and Guidelines on Benton County & Bi-County Non-Bargaining Positions; Rescinding Resolution 11-243
- 2012-264: Purchase Authorization for Video Monitoring Equipment from URS Electronics
- 2012-265: Contract w/Stoncor Group, Inc. dba Stonhard for Jail Kitchen Floor Repair
- 2012-266: Grant Agreement w/Housing Authority of the City of Pasco and Franklin County
- 2012-267: Agreement w/Vista Youth Center
- 2012-268: Line Item Transfer, Fund No. 0115-101, Depts. 171, 173 & 174
- 2012-269: Payment Authorization for Attorney D Hanson for District Court Cases
- 2012-270: Termination of District Court Public Defense Contract w/E Riley
- 2012-271: Authorizing County Risk Manager to Settle Claim CC2011-27
- 2012-272: Contract w/The Watershed Company to Update the Benton Co. Shoreline Master Program
- 2012-273: Granting Franchise to Lightspeed Networks, Inc.

There being no further business before the Board, the meeting adjourned at approximately 9:45 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 05/22/12	Execute Contract _____	Consent Agenda XXX
Subject: Line Item Transfer	Pass Resolution XXX	Public Hearing
Prepared by: Marilu Flores	Pass Ordinance _____	1st Discussion
Reviewed by: L Smith Kelty	Pass Motion _____	2nd Discussion
	Other _____	Other

BACKGROUND INFORMATION

Per the adoption of Resolution 11-822 , Electronic Communication Device Usage Policy, a line item transfer is necessary in order to process employee requests for personal cellular usage reimbursements.

SUMMARY

RECOMMENDATION

Approve line item transfer in the amount of \$500 in order to process requests for reimbursement for personal cell phone usage per Resolution 11-822, Electronic Communication Device Usage Policy.

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: Dept Nbr:
 Fund Name: Fund Nbr:

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	1905	Temporary Help	\$500	511.100	4202	Telephone	\$500
TOTAL			\$500	TOTAL			\$500

Explanation:

Transfer necessary to pay for employee "Smart Phone" reimbursement requests.

Prepared by: Date:

Approved Denied Date: _____

Chairman

Member

Member

b. Amendment of Bylaws and Rules of Procedure for Commissioners; Repealing and Superseding Resolution 11-499

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>5/22/2012</u>	Execute Contract _____	Consent Agenda _____
Subject: _____	Pass Resolution _____	Public Hearing _____
Prepared by: <u>C. McKenzie</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Chairman Beaver requested that public hearings be scheduled at 9:00 a.m. immediately following review and approval of the consent agenda, without a recess.

SUMMARY

Resolution 11-499 approving the Bylaws and Rules of Procedure for the Board of Benton County Commissioners needs to be rescinded to reflect that public hearings will be scheduled at 9:00 a.m.

RECOMMENDATION

Approve the Resolution and Bylaws and Rules of Procedure on the consent agenda.

FISCAL IMPACT

None.

MOTION

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AMENDING THE BYLAWS AND RULES OF PROCEDURE FOR BOARD OF BENTON COUNTY COMMISSIONERS; REPEALING AND SUPERSEDING RESOLUTION 11-499

WHEREAS, the Board of Benton County Commissioners approved Resolution 11-499 which amended the Bylaws and Rules of Procedure for the Board of Benton County Commissioners; and

WHEREAS, Resolution 11-499 amended the Bylaws and Rules of Procedure for the Board of Benton County Commissioners by changing the section relating to “Order of Business” by scheduling all Public Hearings at 9:05 a.m. to be held consecutively; and

WHEREAS, the Board of Benton County Commissioners desires to schedule all public hearings and any other regular business at 9:00 a.m. immediately following review and approval of the consent agenda, without a recess;

NOW, THEREFORE, BE IT RESOLVED the Board adopts this Resolution and the attached Bylaws and Rules of Procedure, and that such replaces the Bylaws and Rules of Procedure adopted by the Board pursuant to Resolution 11-499 and that Resolution 11-499 is hereby repealed and superseded by this Resolution.

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
BYLAWS AND RULES OF PROCEDURE**

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10. AMENDMENT OF THESE RULES

1. AUTHORITY

1.1 Resolution: The Board of Benton County Commissioners (the “Commission” or “Board”) may by resolution determine its own rules of conduct and rules of procedure for meetings in accordance with state law. The following set of rules shall be in effect upon their adoption by the Commission and until such time as they are amended or new rules adopted in the manner provided by these rules.

2. GENERAL RULES

2.1 Meetings to be Public: All meetings of the Commission shall be open to the public with the exception of the executive sessions, as allowed by law.

2.2 Quorum: Except as otherwise allowed by state law, two commissioners shall be in attendance to constitute a quorum and be necessary for the transaction of business.

2.3 Commissioners’ Meeting Minutes: Minutes of all proceedings of the Commission shall be kept by the Clerk of the Board, and shall be the official record of the Commission (see Section 6). Media recordings of such meetings shall be made and kept for as long a period as required by state law.

2.4 Right of Floor: Any member desiring to speak on the subject under consideration shall be recognized at a time determined by the Chair.

2.5 County Administrator: The County Administrator shall attend all meetings of the Commission unless excused by the Commission. The County Administrator shall keep the Commission fully advised as to the general condition, finances, and needs of Benton County (the “County”). At the discretion of the Commission, the

County Administrator may make recommendations to the Commission and may take part in discussion on all matters concerning the welfare of the County.

- 2.6 Clerk of the Board:** The Clerk of the Board (the “Clerk”) shall keep minutes of the meeting and perform such other duties as may be required by the County Administrator. The Clerk shall decide on all matters regarding parliamentary procedure. However, he or she may seek the advice of the Prosecuting Attorney’s Office and/or a Registered Parliamentarian.
- 2.7 Rules of Order:** The current edition of “Robert’s Rules of Order Newly Revised”, in the possession of the Clerk shall govern the meetings and deliberations of the Commission, except as they may be in conflict with these rules.
- 2.8 Adjournment; Motion to Adjourn:** A motion to adjourn shall be in order at any time, except as follows:
- (a) When made as an interruption of a member while speaking;
 - (b) When the previous question has been ordered or called for; or
 - (c) When a vote is being taken.

A formal motion to adjourn and terminate the meeting is required if there is not clear consensus to adjourn a meeting via an implicit motion. To adjourn a meeting for continuation at a later time, a formal motion shall be made specifying the requested time and place for the continuation. A motion to adjourn is debatable only as to whether the adjournment is proper and as to the time to which the meeting is adjourned.

- 2.9 Reconsideration:** After decision by the Commission on a ny question, any member who voted with the prevailing side may move a reconsideration of any action during the same meeting or at a subsequent meeting.
- 2.10 Recusal:** If a member decides to recuse himself or herself from an issue, his or her recusal and the reasons therefore shall be stated on the record by the recusing member and shall remain in effect for all discussions and decisions on that issue until such issue is resolved. The member shall state their recusal on the record each time the issue is before the Board and shall not be present during any executive sessions regarding the issue.

3. MEETINGS

- 3.1 Regular Commission Meetings:** The Commission shall meet every Tuesday at 9:00 a.m. in the Commissioners’ Conference Room of the Benton County Courthouse in Prosser for a regular Commission meeting. When a holiday falls on a Monday or Tuesday, the regular Commission meeting for that week shall be automatically cancelled, unless otherwise provided by motion. The Commission

may cancel regular meetings by a motion or by written notice issued by the Clerk or Secretaries for the Board (the “Secretary”) at the direction of the County Administrator.

- 3.2 Special Meetings:** Special meetings may be called by the Chair or the majority of the Board of Commissioners. At the request of the Chair or two members of the Board, the Clerk or Secretary shall prepare a written notice of the special meeting, stating the time, place, and subject, and deliver written notice personally by mail, by fax, or by electronic mail, upon each of the Commissioners at least 24 hours before the time of such meeting. Although not required for the meeting to be valid, the Clerk or Secretary shall also attempt to notify each member of the Commission by telephone or otherwise, of the special meeting. The required written notice shall be waived for any member who actually arrives at the meeting at the time it convenes or who provides a written waiver of the notice to the Clerk or Secretary at or prior to the time the meeting convenes. The Clerk or Secretary shall also give written notice of the special meeting to local media (TV, radio, and newspaper) which has filed with the Clerk or Secretary a written request to be notified of special meetings, to be delivered personally by mail, by fax, or by electronic mail at least 24 hours before the time of such meeting. The Board of Commissioners **shall not** discuss or make final disposition of any matter not mentioned in the notice. The notices required herein may be dispensed with under the circumstances set forth in RCW 42.30.080 as now in effect or as hereafter amended.
- 3.3 Adjourned Sessions:** Any session of the Commission may be continued or adjourned from day to day or for more than one day in accordance with the terms of Section 2.8 hereof and RCW 42.30.090 as now in effect or as hereafter amended, including any requirement of posting an order or notice of adjournment.
- 3.4 Executive Sessions:** Executive sessions will be held in accordance with the provisions of the Washington State Open Meetings Act. No executive sessions will be held pursuant to RCW 42.30.110(1)(i), unless an attorney employed or appointed by the Prosecuting Attorney’s Office is present.
- 3.5 Attendance at Meetings by Conference Telephone:** Members of the Board may participate at any Special Meeting (including emergency meetings) by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting and in the audience, if any, can hear each other at the same time. Members may also participate at Regular Meetings by such means unless objected to by a majority of the Board. Participation in a meeting by such means shall constitute presence in person at such meeting.

4. CHAIR AND DUTIES

- 4.1 Chair:** The Chair shall satisfy his or her duties set forth in RCW 36.32.100 as now in effect or as hereafter amended. Despite the duty of the Chair to sign on behalf of the County, all members voting in the majority to approve an action or document have the authority to also sign such document in addition to the Chair.
- 4.2 Call to Order:** The meetings of the Board shall be called to order by the Chair or, in his or her absence, by the Chair Pro Tem.
- 4.3 Preservation of Order:** The Chair shall preserve order and decorum and confine debate to the question under discussion (i.e. order of the day). The Chair should keep the meeting on time, but be flexible when necessary.
- 4.4 Points of Order:** The Chair shall consider and rule on all points of order, subject to the right of any member to appeal the Chair's decision to the entire Board. Prior to the Board appealing the decision, it can seek the advice of the Clerk. An appeal to reverse the decision of the Chair requires a second and must be voted on.
- 4.5 Introduction of Motions:** The purpose of a motion is to bring the subject before the Board. All debate and discussion regarding a motion must wait until after the motion has been introduced, seconded, and the Chair has called for discussion. All motions shall be clearly stated in full. "So moved" is not a motion. The Clerk may request that long motions be presented in writing.
- 4.6 Powers of the Chair:** The Chair may move, second, and debate from the chair, subject to the same considerations imposed on all members by Robert's Rules, and shall not be deprived of any of the rights and privileges of a member by reason of his or her acting as the Chair.
- 4.7 Press Conferences/Special Dedications - Notice to Members:** The Chair, or any individual member of the Board at the direction of the Chair or the majority of the Board, may convey a formal opinion or decision of the Commission at press conferences and special dedications, and shall give at least 24 hour notice to all members of his or her intent to hold any such press conference or make special dedication on behalf of the County. Each member of the Board must approve any exceptions to the 24-hour notice verbally or in writing.
- 4.8 Correspondence:** A ny correspondence going out under the direction of the Board shall be on Board letterhead. A ny correspondence authored by an individual commissioner and not approved by the Board shall go out on letterhead with that commissioner's name and not on Board letterhead.
- 4.9 Committee Appointments:** The Chair may make recommendations for committee appointments.

5. ORDER OF BUSINESS AND AGENDA

5.1 Order of Business: The business of all regular meetings of the Board shall be transacted in the following order unless the Board, by a majority vote of the members present, suspends the rules and changes the order:

1. Call to Order
2. Approval of Minutes
3. Review Agenda
4. Review and Approval of Consent Agenda
5. Public Hearings
6. Scheduled Business
7. Executive Sessions
8. Unscheduled Visitors
9. Commissioner Assignment Update
10. Adjournment

The consent agenda may contain items that are of a routine and non-controversial nature and may be accepted by consent of the Board by a single vote without reading. If a member of the Board requests such reading, such a request shall be granted. Any item on the consent agenda may be removed and considered separately at the request of any individual Board member.

5.2 Agenda: All items to be placed on the agenda must be scheduled with the Secretary or County Administrator prior to 5:00 p.m. on the Tuesday preceding the meeting, and all supporting documentation shall be delivered by the close of business on the Tuesday preceding the meeting. Failure to comply with these deadlines without the consent of the County Administrator shall result in removal of the agenda item. The County Administrator shall arrange a list of such matters according to the order of business and, at the request of the Chair, may review such matters with the Chair before final approval. The Secretary shall furnish each member of the Board, the County Administrator, County personnel, and all news media (pursuant to a written request) a copy of the agenda by 5:00 p.m. on the Thursday preceding the meeting.

6. MINUTES POLICY

6.1 Content of the Minutes

1. The first paragraph should contain the following information: type of meeting, name of the board, date, time, and place of the meeting, and the members and parties present.

2. The minutes generally should contain a summarized record of what was done at the meeting, not what was said by the members. Minutes will not usually be typed verbatim; however, verbatim excerpts can be inserted at the Clerk's discretion. Members of the Commission can request additional verbatim excerpts from the Clerk, but they will not be considered part of the minutes nor attached to the minutes, unless typed by the Clerk during the meeting.

No individual member shall instruct the Clerk as to the contents of the minutes. Any corrections or suggestions shall be in writing, presented at the time of approval, and approved by the Board.

3. The body of the minutes should contain a separate paragraph for each subject matter. Motions will name the mover, seconder, and show how each motion was adopted with the facts as to whether the motion may have been debated or amended. Motions will be indicated in bold and underlined and resolutions will be listed separately at the end of the minutes.

The minutes should identify the item of business before the board, summarize discussions on the item, and describe the exact disposition of any action, clearly indicating what was done, by whom, and why.

4. The last paragraph contains the time of adjournment.
5. The minutes are closed with the signature and title of the Chair and Clerk.
6. An action followup sheet, if one is necessary, will be attached to the draft minutes as a reminder to the Board and employees in the Commissioners' office.

6.2 Approval of Minutes

1. Minutes must be approved as read or as corrected.
2. If minutes are approved by general consent, no motion is required unless a member specifically requests one. The Chair may assume this motion and indicate that if there are no corrections, the minutes are approved, or that if there are no further corrections, the minutes are approved as corrected.
3. Once the minutes are approved, the Clerk shall write the word "approved" and date of approval. The Commissioners' initials are written on the draft minutes.

4. The approved minutes are then printed onto the journal pages and prepared for signature by the Chair and Clerk.
5. Approved minutes may be corrected by motion whenever a typographical or clerical error is found, regardless of the time elapsed. Correction of minutes after they have been approved requires a “Motion to Amend Something Previously Adopted” and majority vote.
6. Nothing may be erased from the journal. Corrections must be made in the margin along with a notation, which states: “Amended, see minutes of ____.” (Write in the meeting date at which the Motion to Amend Something Previously Adopted was made and approved.) If material is expunged (stricken from the record), a line is drawn through the words that are expunged.

7. ORDINANCES, RESOLUTIONS, AND MOTIONS

- 7.1 **Form:** Ordinances, resolutions, and accompanying documents shall be presented to the Board in writing following proper format.
- 7.2 **Funding:** All resolutions authorizing the expenditure of money shall include the exact source of the funds to be expended.
- 7.3 **Ordinances - Introduction:** All proposed ordinances must be prepared under the direction of and approved as to form by the Prosecuting Attorney’s Office. The department requesting the ordinance shall attach a brief summary of the provisions thereof and any proposed amendments to an existing ordinance; such summary shall indicate the change to be made and the name of the department or party requesting the proposed ordinance.
- 7.4 **Recording of Votes:** The ayes and nays shall be recorded upon the passage of all ordinances and resolutions in the official record of the Board.
- 7.5 **Tie Vote:** In the event of a tie on any motion when only two members are present at the meeting, the motion shall be postponed to the next appropriate meeting.
- 7.6 **Numbering Ordinances and Resolutions:** The Clerk shall assign a number (in consecutive order) to each ordinance or resolution.
- 7.7 **Ordinance and Resolution Passage Procedure:** When passed by the Board, an ordinance or resolution shall be signed by a majority of the Board members or the Chair and be attested to by the Clerk. It shall immediately be filed and thereafter preserved in the office of the Commissioners.

1. Absent. If a commissioner is absent, the Clerk shall affix their name stamp stating “absent” on the signature line on all documents approved on that date.
2. Opposed. If a commissioner opposes the ordinance, resolution, or document, the Clerk shall affix their name stamp stating “opposed” on the signature line.

8. LEGAL ADVICE AND CONFIDENTIAL INFORMATION

8.1 Requests for Legal Opinions: Upon receipt of a written legal opinion from the Prosecuting Attorney’s Office relating to County business addressed to any Board member, the written legal opinion shall be distributed to all members of the Board, except those that have recused themselves from deliberations on the subject matter of the opinion.

8.2 Confidentiality: No member of the Commission may make a disclosure of confidential information gained by reason of the member’s position on the Board without a motion by the Commission approving such disclosure. If there is any uncertainty whether information is confidential, the Board member shall seek advice from the Prosecuting Attorney’s Office.

9. CITIZENS’ RIGHTS (PLEASE SEE ATTACHED SIGN-IN SHEET)

9.1 Scheduled Business – Public Comments: If the Board allows public comments during scheduled business, the comments should be limited to the time allotted on the agenda for the scheduled business.

9.2 Unscheduled Visitors: Any person not scheduled on the agenda, but desiring to address the Board by oral communication may do so during the unscheduled visitor’s portion of the agenda.

9.3 Manner of Addressing the Board During Unscheduled Visitors: Each person addressing the Board shall step up to the microphone, give his or her name and address in an audible tone of voice for the record and, unless further time is granted by the Board, shall limit their remarks to three minutes. All remarks shall be addressed to the Board as a body, and not to any member thereof. No questions shall be asked of the Board members, except through the Chair. The Board would then determine the proper disposition of the issue.

9.4 Written Communications: Interested parties, or their authorized representatives, may address the Board by written communication in regard to any matter concerning the County’s business at any time by mail or through the Clerk or Secretary. Copies must be distributed to the Board members and are subject to public review and request.

10. AMENDMENT OF THESE RULES

10.1 Amendment of These Rules: These rules may be amended or new rules adopted by the Board; provided, the proposed amendments or new rules may only be passed at a Board meeting with all members present at the time the issue is initially discussed.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
Meeting Date: 05/22/12	Execute Contract	_____	Consent Agenda
Subject: <u>Appointment to Water Board</u>	Pass Resolution	XXX	Public Hearing
Prepared by: Marilu Flores	Pass Ordinance	_____	1st Discussion
Reviewed by: LSK	Pass Motion	_____	2nd Discussion
	Other	_____	Other

BACKGROUND INFORMATION

The Commissioners' Office was notified of a resignation of a member on the Benton County Water Conservancy Board (BCWCB) due to the relocation of John Jaksch.

The Commissioners' Office further received a recommendation from Darryll Olsen, Chairman of the BCWCB for the appointment of Mr. Scott Revell to the Water Conservancy Board.

SUMMARY

A vacancy in the Benton County Water Conservancy Board exists due to a resignation and needs to be filled.

RECOMMENDATION

That the Commissioners review the attached recommendation of Mr. Darryll Olsen, Chairman of the BCWCB, as well as Mr. Revell's resume for appointment to the BCWCB.

FISCAL IMPACT

--

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPOINTMENT OF SCOTT REVELL TO THE BENTON COUNTY WATER CONSERVANCY BOARD

WHEREAS, there exists a vacancy on the Benton County Water Conservancy Board due to the resignation of Mr. John Jaksch;

WHEREAS, the term for Mr. Jaksch expires on May 31, 2012; and

WHEREAS, Scott Revell has expressed a willingness to be appointed to the Benton County Water Conservancy Board for a six-year term; **NOW, THEREFORE**,

BE IT RESOLVED that Scott Revell is hereby appointed to the Benton County Water Conservancy Board, said term expiring on May 31, 2018.

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

Commissioners - Request to Appoint Scott Revell to the BCWCB

From: <DOlsenEcon@aol.com>
To: <commissioners@co.benton.wa.us>
Date: 5/10/2012 4:24 PM
Subject: Request to Appoint Scott Revell to the BCWCB
CC: <SRevell@kid.org>, <BergFarmsLLC@hotmail.com>
Attachments: BentonConservancyBoardResignation.docx; RevellResume2012.doc

Commissioners Beaver, Bowman, and Small:

As discussed with Commissioner Small earlier today, Mr. John Jaksch is moving from the Benton County area, and he will no longer be available to serve on the Benton County Water Conservancy Board (BCWCB). Please see attached letter of resignation.

Consequently, as Chairman of the BCWCB, I would request that you consider appointing Mr. Scott Revell to the Water Board, to replace Mr. Jaksch. Scott is well qualified to serve on the Water Board (see attached vita).

This appointment would allow for a smooth transition for the Water Board, and ensure that we proceed with important water right work for the County.

Thank you,

Darryll Olsen, Ph.D.
Chairman, BCWCB

Darryll Olsen, Ph.D.
Pacific NW Project
509-783-1623

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	Execute Contract <u> X </u>	Consent Agenda <u> X </u>
	Pass Resolution <u> X </u>	Public Hearing <u> </u>
Subject: <u>Agreement #2012-HHAA-CFCSHA with Catholic Family & Child Service of the Tri-Cities</u>	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Prepared by: Maria Loera, Sr. Secretary-DHS	Pass Motion <u> </u>	2nd Discussion <u> </u>
Reviewed by: Ed Thornbrugh, Administrator-DHS	Other <u> </u>	Other <u> </u>

BACKGROUND INFORMATION

Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Catholic Family & Child Service of the Tri-Cities to assist the Counties with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness.

The Benton and Franklin County Homeless Housing and Assistance Program will provide a short-term financial assistance program and case management specific tasks to assist the Counties with meeting their overall goals to reduce homelessness.

The agreement process was started on 11/3/2011; the delay in execution is a result of the legal review process.

SUMMARY

Amount: Benton County Agreement amount \$57,463.00
Franklin County Agreement amount \$18,918.00
Period: March 1, 2012 through December 31, 2012
Funding Source: Benton County 2163 Homeless Housing Fund
Franklin County 2163 Homelessness Housing Fund

RECOMMENDATION

- Sign the Resolution to accept the proposed Agreement
- Approve the proposed 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 Funds 0154101, Benton County Homeless Housing Fund and 0188-000-0001, Franklin County Homelessness Housing Fund; for an agreement amount of \$57,463.00 (Benton County) and \$18,918.00 (Franklin County).

MOTION

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



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTING AGREEMENT #2012-HHAA-CFCSHA TO ASSIST THE COUNTIES WITH MEETING THE GOALS OF THE TEN-YEAR HOMELESS HOUSING PLAN THROUGH THE BENTON AND FRANKLIN COUNTY HOMELESS HOUSING AND ASSISTANCE PROGRAM; BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND CATHOLIC FAMILY & CHILD SERVICE OF THE TRI-CITIES

WHEREAS, Benton and Franklin Counties Department of Human Services would like to enter into an Agreement with Catholic Family & Child Service of the Tri-Cities to assist the Counties with meeting the goals of the Ten-Year Homeless Housing Plan for Benton and Franklin Counties to reduce homelessness; and

WHEREAS, the Benton and Franklin County Homeless Housing and Assistance Program will serve the Counties' homeless residents, and/or at risk of homelessness, who have resided in either Benton or Franklin County at least one night prior to applying for services, and who have met the program eligibility and documentation requirements; and

WHEREAS, the Benton and Franklin County Homeless Housing and Assistance Program will provide a short-term financial assistance program and supportive services, consisting of case management specific tasks to assist the Counties with meeting their overall goals to reduce homelessness; and

WHEREAS, the agreement process was started on 11/3/2011; the delay in execution is a result of the legal review process; NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #2012-HHAA-CFCSHA between Benton and Franklin Counties Department of Human Services and Catholic Family & Child Service of the Tri-Cities, to provide short-term financial assistance and case management to assist the Counties with meeting their overall goals to reduce homelessness through the Benton and Franklin County Homeless Housing and Assistance Program, for a Benton County Agreement amount of \$57,463.00 and Franklin County Agreement amount of \$18,918.00, and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on March 1, 2012 and shall expire on December 31, 2012.

Dated this day of 2012

Dated this day of 2012

Chairman of the Board

Chairman of the Board

Member

Member

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

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

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #2012-HHAA-CFCSHA**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Catholic Family & Child Service of the Tri-Cities**, a nonprofit social service organization operating under Catholic Charities of the Diocese of Yakima, with its principal offices at 2139 Van Giesen, Richland, WA 99354, (hereinafter "Contractor").

Counties Contact Information:
Edward Thornbrugh, Administrator
Benton and Franklin Counties
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

Contractor Contact Information:
Linda Robb, Clinical Director
Catholic Family & Child Service
of the Tri-Cities
2139 Van Giesen
Richland, WA 99354
Phone: 509-946-4645
Fax: 509-943-2068
E-Mail: lrobb@cfcstricities.org

Agreement Start Date.....March 1, 2012
Agreement End Date..... December 31, 2012
Unless this Agreement is terminated sooner as set forth herein.

Consideration Benton County -\$57,463.00
Franklin County-\$18,918.00

Exhibit A.....Bi-County Logic Model
Exhibit B.....Bi-County Budget Spread Sheet

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

For the Contractor:



Title: V.P. Date 5-7-12

For Benton County:

Benton County Commissioners Date

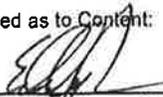
Attest: Clerk of the Board

For Franklin County:

Franklin County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:



Department of Human Services

Approved as to Form:



Benton County Prosecutor's Office

Approved as to Form:



Franklin County Prosecutor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>5/22/12</u>	Execute Contract <u> x </u>	Consent Agenda <u> x </u>
Subject: <u>Guest Trainer Contract</u>	Pass Resolution <u> </u>	Public Hearing <u> </u>
Prepared by: <u>B.Perry</u>	Pass Ordinance <u> </u>	1st Discussion <u> </u>
Reviewed by: <u>M.Wenner</u>	Pass Motion <u> </u>	2nd Discussion <u> </u>
	Other <u> </u>	Other <u> </u>

BACKGROUND INFORMATION

The Personnel Department would like to conduct training in a variety of areas pertaining to human resources and thereby reducing potential areas of risk exposures related to employment law claims. The Personnel Department has received a quote from Sarah Perry of Avenue Law to conduct a variety of trainings related to employment law and human resource issues, and would like to accept the quote from Sarah Perry of Avenue Law to conduct training.

SUMMARY

The Personnel Department would like to enter into a training contract with Sarah Perry of Avenue Law to address training needs relating to employment law.

RECOMMENDATION

Recommend approval of contract.

FISCAL IMPACT

Not to exceed \$18,000 beyond one year from the date of execution.

BENTON COUNTY TRAINER CONTRACT

Benton County ("COUNTY"), by and through the Benton County Personnel Department, and Sarah Perry ("TRAINER"), agree that the TRAINER will furnish services for the COUNTY. It is understood and agreed that the TRAINER possesses distinct skills/experience for performing the services described below; that COUNTY contracts for said services, that TRAINER understands and believes the services are being performed upon the following terms and conditions:

TITLE OF PRESENTATIONS: Maintaining a Respectful Workplace (Employee and Sup.)
The Hiring Process

FEE PER PRESENTATION:	MAXIMUM COMPENSATION: \$18,000.00
Maintaining a Respectful Workplace (30 sessions; 4 per day) \$300 for any additional classes	\$12,500
The Hiring Process (2 sessions)	\$2,300

TRAINER authorizes the COUNTY to make a video recording of the "Maintaining a Respectful Workplace" training program, in the COUNTY's discretion and at the COUNTY's expense, and to show the video recording to County employees. The County will provide two DVD copies of the video recording to TRAINER. The COUNTY will not provide a copy of the video recording to any other party, nor will the COUNTY show or use the video recording for any other purpose, unless otherwise required by law.

In the event the COUNTY would like TRAINER to use a training video during the "Maintaining a Respectful Workplace" training program, the COUNTY will purchase and provide the video to TRAINER, at the COUNTY's expense. This video will remain the property of the COUNTY.

TRAINER will prepare written materials for each training program and provide an electronic copy to the COUNTY prior to the first session in the program. The COUNTY will make hardcopies for each training participant, at the COUNTY's expense. The COUNTY is authorized to make additional hardcopies of the written materials for the COUNTY's use in training COUNTY employees.

COUNTY will provide a training room and equipment needed for a PowerPoint presentation.

DATE(S) OF PRESENTATION: TBD

DURATION OF CONTRACT: Not to exceed one year from date of execution.

INDEPENDENT CONTRACTOR: The parties agree that TRAINER is an independent contractor, and not an employee nor agent of Benton County. TRAINER agrees not to make any representations to any third party, nor to allow such third party to remain under the misinterpretation that TRAINER is an employee or agent of Benton County.

LIABILITY COVERAGE: The TRAINER will not be an insured party under any applicable liability coverage obtained by the COUNTY covering the activities performed by the TRAINER pursuant to this contract.

TERMINATION OF CONTRACT: The COUNTY may terminate this contract by written notice with or without cause. Said termination will be effective at the time stated in the written notice.

DATE: _____, 20____

Cc: Auditor, Sarah Perry

TRAINER



Trainer's Signature

Sarah Perry

Print name

8905 Gage Suite 201

Mailing Address

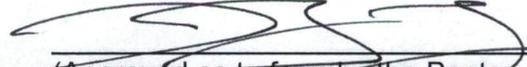
Kennewick, WA 99336

City, State & Zip (Print)

APPROVED FOR BENTON COUNTY

Department Head

Chairman of the Board of Benton County Commissioners



(Approved as to form by the Benton County
Prosecuting Attorney's Office)

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ENTERING INTO A CONTRACT FOR TRAINING SERVICES PROVIDED BY SARAH PERRY OF AVENUE LAW

WHEREAS, issues relating to employment law have become substantial areas of risk; and

WHEREAS, the Risk Manager would like to provide training to county officers and employees relating to issues of employment law and human resources in an effort to reduce risk to the county; and

WHEREAS, Sarah Perry of Avenue Law is qualified and competent to provide training to county officers and employees in subjects relating to employment law and human resources; and

WHEREAS, the Risk Manager recommends entering into a training contract with Sarah Perry of Avenue Law to provide training on a variety of subjects relating to employment law and human resources for Benton County officers and employees; and

WHEREAS, the contract shall start upon date of execution and terminate one year from that date and shall not exceed \$18,000; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Risk Manager’s recommendation and hereby awards the trainer contract to Sarah Perry of Avenue Law in an amount not to exceed \$18,000.

Dated this.....day of....., 20.....

Chairman of the Board

Chairman Pro-Tem

Member

Attest:.....
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 5/22/12 Subject: Employee of the Month Prepared by: <u>L. Wingfield</u>	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other <u>X</u>	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Approval of Employee of the Month for June 2012.

SUMMARY

Same as above.

RECOMMENDATION

Request signatures approving Employee of the Month for June 2012.

FISCAL IMPACT

No fiscal impact.

<p>AGENDA ITEM: MTG. DATE: May 22, 2012 SUBJECT: Short Plat Vacation - SPV 12-03 William/Norma Knight Memo Date: May 11, 2012 Prepared By: Donna Hutchinson Reviewed By: Michael Shuttleworth</p>	<p>TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other</p>	<p>Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other</p>
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BACKGROUND INFORMATION

On May 8, 2012 the Board of County Commissioners conducted a public hearing on SPV 12-03 regarding the vacation for the vacation of a 20-foot access easement, a 10-foot utility easement AF 770763, a 10-foot irrigation easement and a 5-foot irrigation easement AF 770762 located on Short Plat 648. At the conclusion of the public hearing the Board made a motion to approve the requested vacation. This motion was conditioned upon the applicant, in coordination with the Columbia Irrigation District, recording a document that relinquishes the underlying 5-foot irrigation easement AF 770762, with the Benton County Auditor and providing the Benton County Planning Department with a copy of the recorded document, prior to signing of the resolution by the Board of County Commissioners.

The Planning Department has been provided with copies of the recorded easements and the resolution for signature by the Board has been prepared.

SUMMARY

The resolution approving the Short Plat Vacation has been prepared for signature per the motion of the Board at the public hearing.

RECOMMENDATION

It is the recommendation of Staff that the Board sign the resolution approving the Short Plat Vacation File No. SPV 12-03.

MOTION

No motion is needed at this time, just the Board's signature on the resolution.

Return to
Benton County Commissioners
P.O. Box 190
Prosser WA 99350

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING REGARDING THE PROPOSED VACATION OF THE 20-FOOT PRIVATE ACCESS EASEMENT, A 10-FOOT UTILITY EASEMENT AF 770763, A 10-FOOT IRRIGATION EASEMENT AND A 5-FOOT IRRIGATION EASEMENT AF 770762 LOCATED ON SHORT PLAT 648. APPLICANTS: WILLIAM & NORMA KNIGHT, PARCEL NUMBERS 1-0880-201-0648-001, 1-0880-201-0648-002 AND 1-0880-200-0006-000. FILE NUMBER - SPV 12-03.

WHEREAS, the Board of County Commissioners did conduct a public hearing on Tuesday, May 8, 2012, at 9:05 a.m. in the Commissioners Meeting Room, Third Floor of the Courthouse, Prosser, Washington; and,

WHEREAS, the signature of the property owners of said application includes all properties affected by these easements; and,

WHEREAS, upon due notice as provided in RCW 58.17.080 and 58.17.090, the hearing before the Board of County Commissioners was held on such petition as indicated above; and,

WHEREAS, the Board of County Commissioners agrees with the summary report from the Benton County Planning Department, retained in File No. SPV 12-03; and,

WHEREAS, the legal description of the 20-foot private access easement to be vacated is defined as follows: The North 20 feet of Lot 1 of Short Plat 648 and as shown on the face of said Short Plat as recorded in Volume 1 of Short Plats, page 648 records of Benton County, Washington; and,

WHEREAS, the legal description of the 10-foot utility easement AF 770763 to be vacated is defined as follows: Beginning at a point on the West line of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 8, Township 8 North, Range 30 East W.M., which is 176 feet North of the Southwest corner thereof; Thence N89°46'00"E for 167.30 feet; Thence S3°44'00"E for 10.02 feet; Thence S89°46'00"E for 167.95 feet; Thence due North for 10.00 feet to the True Point of Beginning and as shown on the face of said Short Plat as recorded in Volume 1 of Short Plats, page 648 records of Benton County, Washington; and,

WHEREAS, the legal description of the 10-foot irrigation easement to be vacated is described as follows: The North 10 feet of Lot 2 of Short Plat 648 and as shown on the face of said Short Plat as recorded in Volume 1 of Short Plats, page 648 records of Benton County, Washington; and,

Return to
Benton County Commissioners
P.O. Box 190
Prosser WA 99350

WHEREAS, the legal description of the 5-foot irrigation easement AF 770762 to be vacated is defined as follows: Beginning at a point on the West line of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 8, Township 8 North, Range 30 East W.M., which is 166 feet North of the Southwest corner thereof; Thence N89°46'00"E for 167.95 feet; Thence S03°44'00"E for 5.01 feet; Thence S89°46'00"W for 166.28 feet; Thence due North for 5 feet to the True Point of Beginning and as shown on the face of said Short Plat as recorded in Volume 1 of Short Plats, page 648 records of Benton County, Washington; and,

WHEREAS, it further appears that the vacation of the above mentioned easements would not unduly jeopardize the health, safety, welfare and public good; NOW THEREFORE,

BE IT RESOLVED, that the vacation of the 20-foot private access easement, the 10-foot utility easement AF 770763, the 10-foot irrigation easement and the 5-foot irrigation easement AF 770762 located on Lots 1 and 2 of Short Plat 648, in the Northwest Quarter of Section 8, Township 8 North, Range 30 East are hereby approved.

Dated this 22nd day of May 2012.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

RJL/djh

<p>AGENDA ITEM MEETING DATE: May 22, 2012 SUBJECT: Lease Agreement with Sharp Electronics Corporation MEMO DATE: May 2, 2012 Prepared By: Carel Hiatt Reviewed By: Michael E. Shuttleworth</p>	<p><u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other</p>	<p>Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other</p>
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BACKGROUND INFORMATION

The Benton County Planning Department on May 27, 2008 entered into a 48-month Lease Agreement with Sharp Electronics Corporation for the leasing of a black/white/colored copier. The 48-month lease will expire on May 27, 2012. The Benton County Planning Department would like to enter into another 48-month Lease Agreement with Sharp Electronics Corporation for a new copier, the MX 6201N, which is noted in Exhibit "A" State of Washington Contract No. 03706. The monthly Lease Agreement for this copier would be \$469.90 per month plus tax - Exhibit B – Sharp pricing list - and the maintenance charges will be – colored copies \$.04 per copy and black/white copies charged at \$.008. Attached please find a resolution and a Lease Agreement for the Board of County Commissioners to sign giving authority to the Benton County Planning Department to enter into a Lease Agreement with Sharp Electronics Corporation for 48 months.

SUMMARY

The Benton County Planning Department is requesting the Board to sign a Lease agreement with Sharp Electronics Corporation for the leasing of the black/white/colored copier on May 22, 2012 for 48 months. Due to the need to replace the existing black/white/colored copier a new Lease Agreement will need to be signed. The Board of County Commissioners will need to sign the attached resolution and Lease Agreement which will allow the Planning Department to upgrade to a newer copy machine.

RECOMMENDATION

It is the recommendation of the Manager of the Planning Department that the Board sign the attached resolution and the Lease Agreement for the leasing of a black/white/colored copier with Sharp Electronics Corporation for 48 months.

FISCAL IMPACT

The new lease charges for the proposed copier monthly rental rate will be \$469.90 plus tax as opposed to the current rate of \$464.82 plus tax. There would be no fiscal impact as the leasing of a colored copier had been budgeted in the 2011-2012 Budget.

MOTION

The Board of County Commissioners will need to make a motion to enter into a Lease Agreement with Sharp Electronics Corporation for the leasing of a colored copier for 48 months to the Benton County Planning Department.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF LEASING A SHARP MX6201N BLACK/WHITE/COLOR MULTIFUNCTIONAL DIGITAL COPIER/PRINTER FOR THE BENTON COUNTY PLANNING DEPARTMENT

WHEREAS, SHARP Electronics Corporation is a vendor under State Contract #03706; and

WHEREAS, the Benton County Planning Department would like to enter into a 48 month lease option with SHARP Electronics Corporation for the leasing of a Sharp MX6201N black/white/colored copier; and,

WHEREAS, after competitive bidding, Washington State entered into a contract effective April 2 2011, for multifunctional document devices, relating to copiers; and,

WHEREAS, it is in the best interest of Benton County to rely on that competitive bidding process and the results obtained from it for efficiency and cost savings in order to award a lease for a copier for the Benton County Planning Department; and,

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Benton County, Washington, is hereby authorized to sign the Lease Agreement between the Benton County Planning Department and SHARP Electronics Corporation for a forty-eight (48) month lease for a Sharp MX6201N copier, as more specifically described in the Lease Agreement attached hereto and incorporated herein by this reference.

Dated this 22nd day of May, 2012

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

Michael E. Shuttleworth/ch

CC: Planning Dept.

LEASE AGREEMENT

Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

COUNTY RESOLUTION No. _____

This order number must appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR SHARP ELECTRONICS CORPORATION – (copier)
 Sharp Plaza, Box B Mahwah NJ 07430
 Pinnell 6515 W Clearwater Avenue – Ste #310 – Kennewick, WA 99336
 (Maintenance)

AGREEMENT:
 In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this agreement.

VENDOR CODE:

VENDOR CONTACT: Paul Crenshaw

VENDOR CONTACT PHONE: (509)232-9855– Cell

TYPE OF LEASE:48 month operating copier lease per WA State Contract #03706.
 Single invoice for both operating lease and overages.

SHIP TO:

Benton County Planning Dept.
 1002 Dudley Avenue
 Prosser, WA 99350

BILL TO:

Benton County Planning Dept.
 P O Box 910
 Prosser, WA 99350

REMIT TO:

Sharp Elec.
 Corporation/
 Pinnell
 P O Box
 642333
 Pittsburgh,
 PA
 15264-2333

P.O. DATE:

Delivery Date:

Line	Model	Description	Term	Monthly Cost (per pricing sheet attached as Exhibit "B")	Lease Cost 48 Months
1	Sharp MX6201N	62 PPM B& W/50 PPM Color Networked Digital Multifunction Copier/Printer with 150-Sheet Duplex-Single-Pass-Feeder, Auto Duplex, Electronic Sorting, PCL Network Printing 80 GB HD, 2,000 Sheet Drawer (letter), 2x500 Drawers, 100 Sheet Bypass , Sharpdesk™ License, Sharp TWAIN and Administration Utility Suite (3,100 sheets total standard paper supply)	48 months	\$375.00	
	MX-FNX3	4,000 Sheet Two Tray Finisher (Requires (MX-RBX2 – Paper Pass Unit)		34.74	
	MXRBX2	Paper Pass Unit Required with (MX-FNX3 or MX-FNX4)		6.30	
	AR-D5143NT	Digital 120 Volt, 20 amps, 5 outlets, Maximum Power Surge protector		2.10	

	MX-PNX2B	Punch Unit (requires MX-FNX3 or MX-FNX4)		9.72	
	MX-PKX1	PS3 Expansion Kit		8.00	
	MX-FXX1	Facsimile Expansion Kit with 8MB Memory		14.00	
	MX-FWX1	Internet Fax Kit		6.54	
	MX-USX10	(10) Additional Sharpdesk Licenses		13.50	
		MONTHLY LEASE COST		\$469.90	

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 12 machines. Copy Speed 50+ cpm **\$.008/copy** (Monochrome) and **\$.04/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

The term of this Agreement shall be 48 months:

Beg: Acceptance Date May 22, 2012 through: May 22, 2016

SUB TOTAL =	\$22,555.20
8.3% SALES TAX =	\$1,872.08
TOTAL ORDER = (Plus Maintenance)	\$24,427.28

This Lease Agreement incorporates by reference all terms and conditions of the State of Washington Contract No. 03706 (copy attached hereto as Exhibit A) and the Sharp pricing list for that contract (attached hereto as Exhibit "B")

In case of any conflicts, the order of precedence is:

1. The State of Washington Contract No. 03706
2. Pricing Sheet attached as Exhibit "B"
3. Lease Agreement

Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Benton County Planning Dept.
Michael E. Shuttleworth
Planning Manager

Address: P O Box 910
Prosser, WA 99350

Phone: (509) 786-5612
Fax: (509) 786-5629

Approved as to Form
(Deputy Prosecutor):



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

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

Vendor Name (Print): _____ Title: _____ Date: _____

Vendor Signature: _____ Date: _____

Chairman
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING THE PAYMENT TO NOLAN'S BODY SHOP FOR REPAIRS MADE TO EQUIPMENT NO. 405 DUMP TRUCK FOR THE BENTON COUNTY PUBLIC WORKS DEPARTMENT EQUIPMENT RENTAL AND REVOLVING FUND

WHEREAS, during the 2011-2012 snow removal operations, Equipment No. 405 Dump Truck slid off the road and damage was incurred to the passenger side door, door jam, windshield, and exterior mirror; and

WHEREAS, an estimate was solicited from Nolan's Body Shop, Kennewick, Washington to repair and/or replace said damage in the amount of \$4,105.28 and the uniform process of soliciting Personal and Professional Service Contracts as stated in Resolution 2012-059 was inadvertently overlooked; and

WHEREAS, the repairs were made and an invoice in the amount of \$4,116.65 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 Equipment No. 405 Dump Truck and authorizes payment in the amount of \$4,116.65 to Nolan's Body Shop, Kennewick, Washington.

Dated this 22nd day of May....., 20 12.

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: CONSULTANT FOR ON-CALL
GEOPHYSICAL/GEOTECHNICAL SERVICES ON PUBLIC WORKS PROJECTS

WHEREAS, qualifications were solicited to provide Public Works
with on-call geophysical/geotechnical services on Public Works
projects; and

WHEREAS, after review of qualifications submitted, the County
Engineer recommends that Shannon & Wilson, Inc., Richland,
Washington would best be able to provide the services needed; and

WHEREAS, a Consultant Agreement was prepared with Shannon &
Wilson, Inc. for on-call geophysical/geotechnical services; NOW,
THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners
concurs with the County Engineer and hereby approves the
Consultant Agreement for on-call geophysical/geotechnical
services with Shannon & Wilson, Inc. for a total amount not to
exceed \$150,000; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman
to sign the Consultant Agreement, and

BE IT FURTHER RESOLVED the term of the Consultant Agreement
commences on May 7, 2012 and expires on May 7, 2015.

Dated this 22nd day of May, 2012.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone Shannon & Wilson, Inc. Shannon & Wilson, Inc. 303 Wellsian Way Richland, Washington 99352	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement		
Agreement Number _____		
Federal Aid Number _____	Project Title And Work Description 2012 - 2015 On call Geophysical / Geotechnical Services	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
<input type="checkbox"/> Specific Rates Of Pay <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	Federal ID Number or Social Security Number 91-0745357	
	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date May 7, 2015
	Total Amount Authorized \$ <u>150,000.00</u>	
	Management Reserve Fund \$ _____	
	Maximum Amount Payable \$ _____	

Index of Exhibits (Check all that apply):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input checked="" type="checkbox"/> Exhibit A-2 Task Order Agreement | <input type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work | <input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input checked="" type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this 7th day of May, 2012,
between the Local Agency of Benton County, Washington, hereinafter called the "AGENCY",
and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I General Description of Work

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

III General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY and/or such Federal, State, Community, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for this PROJECT, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT'S failure to perform is without the CONSULTANT'S or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X Changes of Work

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

The CONSULTANT'S relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the PROJECT. Subject to the processing of a new sole source, or an acceptable supplemental agreement, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to the AGENCY.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT'S professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment", hereafter referred to as "CLAIM", under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A) and (B) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

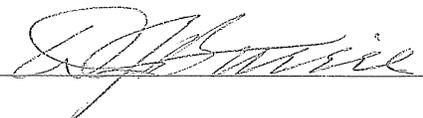
XVIII Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

By 

Consultant Shannon & Wilson, Inc.

By _____
Chairman, Board of County Commissioners

Agency Benton County

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: LEASE AGREEMENT TO
STOCKPILE CLEAN TOP SOIL

WHEREAS, a Lease Agreement has been prepared by and between Mark
L. Tullis & Marilyn S. Tullis, the landowners, and Benton County
to allow Benton County to stockpile clean top soil on property in
Section 27, Township 8 North, Range 28 East, W. M.; and

WHEREAS, the top soil will be used for a planned federally funded
future project, and

WHEREAS, the County Engineer recommends the Lease Agreement, it
being in the best public interest; NOW, THEREFORE,

BE IT RESOLVED that the Lease Agreement by and between Mark L.
Tullis & Marilyn S. Tullis, landowners, and Benton County for a
total amount of \$1,500 is hereby approved and the Chairman of the
Board shall sign said Lease Agreement;

BE IT FURTHER RESOLVED the term of the Lease Agreement commences
May 1, 2012 and expires April 30, 2017.

Dated this 22nd day of May, 2012.

Chairman of the Board.

Member.

Member.

Attest: _____
Clerk of the Board

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

Filed for Record at Request of:

Benton County Engineer
P.O. Box 1001
Prosser, WA 99350

Document Title: Lease Agreement

Reference Number of Related Documents:

Grantor(s): Mark L. Tullis & Marilyn S. Tullis

Grantee(s): Benton County

Legal Description: A portion of the NE ¼ of Section 27, T8N, R28E, W.M.

Assessor's Tax Parcel Numbers: 1-2788-101-0712-004

LEASE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2012, by and between Mark L. Tullis and Marilyn S. Tullis, husband and wife, (Lessors), and Benton County, a Political Subdivision of the State of Washington, is made for the purpose of permitting Benton County Public Works Department to stockpile clean top soil on the following described parcel ("Parcel") of land:

Lot 4 of Short Plat 712 records of Benton County, Washington

The following is agreed upon by both parties:

1. The period of this agreement shall be five (5) years beginning May 1, 2012, and ending April 30, 2017. At the end of such period, this agreement may be renewed if agreeable to both parties. Compensation for the lease will be Three Hundred dollars (\$300) per year, for a total of \$1500.
2. The Benton County Public Works Department is permitted to stockpile clean top soil within the stockpile area described for that purpose.
3. The Benton County Public Works Department will obtain all necessary permits for clearing the proposed stockpile site and for the construction of said stockpile and agrees to comply with the conditions thereof. The stockpile site will be approximately 300 feet long by 175 feet wide as shown on the attached Exhibit "A".
4. The County Road Department or its contractors may enter in or upon said Parcel and stockpile site at any time via the access road, as described in paragraph 6 and as shown on Exhibit "A", for the purpose of stockpiling, and removing clean top soil and for other operations connected with the normal operations of a stockpile site.
5. Benton County shall hold Mark L. Tullis and Marilyn S. Tullis harmless from any claims or actions arising out of Benton County's use of said premises, including the cost of defending said claims provided that Benton County's obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Lessors, their employees or agents..
6. Benton County will obtain a road approach permit and construct an access within the 30' private access easement along the south line of said Lot 4 in compliance with the conditions shown on the road approach permit. Benton County shall maintain a steel gate at the point of access to the site. The steel gate at this access will remain closed when access to the site is not in use. Upon the expiration of this agreement, said steel gate shall remain the property of the landowner and all other materials owned by Benton County

will be removed from the lease premises and the stockpile portion of the site will be leveled off for a potential building site.

7. The parties agree that this lease is the complete written expression of their agreement. Any oral or written representations or understandings not incorporated in this Lease are specifically excluded.
8. No amendment or modification shall be made to this Lease, unless set forth in a written amendment signed by both parties.
9. All of the covenants, conditions, and provisions of this Lease are binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

SIGNED this 27th day of April, 2012.

OWNERS:

Mark L. Tullis
Mark L. Tullis

Marilyn S. Tullis
Marilyn S. Tullis

SIGNED this _____ day of _____, 2012.

BENTON COUNTY:

Chairman, Board of County Commissioners

Chairman, Pro-Tem

Member

APPROVED AS TO FORM:

Willy
Benton County Prosecuting Attorney

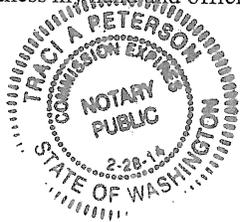
Date

STATE OF Washington)
) ss.
COUNTY OF King)

On this 27th day of April, 2012, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared

Mark L. Tullis,
And, Marilyn S. Tullis husband and wife, to me known to be the individuals, that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

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



[Signature]
Notary Public in and for the State of Washington,
Residing at 27331 172ND AVE SE STE 116
Covington, WA 98043
My Commission expires: 2/28/14

STATE OF WASHINGTON,)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2012, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared

_____, and _____ to me known to be the Chairman and Members, respectively, of the Board of County Commissioners of Benton County, Washington, the political subdivision that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said subdivision, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said subdivision.

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

Notary Public in and for the State of Washington,
Residing at _____
My Commission expires: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD FUNDS RE: TRANSFER OF FUNDS WITHIN THE
COUNTY SOLID WASTE COLLECTION FUND 0155-101

BE IT RESOLVED by the Board of Benton County Commissioners that funds be transferred
between line items as defined in Exhibit A attached hereto.

Dated this 22nd day of May, 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.: Solid Waste
C: Pat Powell, BC Auditor

D. Holmes

BENTON COUNTY

**DEPARTMENT: SOLID WASTE
 FUND NAME: SOLID WASTE**

**DEPARTMENT NO.: 000
 FUND NO.: 0155-101**

TRANSFER FROM:

ITEM NO	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
1	537.100	1740	Solid Waste Specialist	7,000.00	537.100	4100	Professional Services	54,770.00
2	537.100	1905	Temporary Help	9,000.00	537.100	4400	Advertising	1,000.00
3	537.100	9106	Clerical Services	11,000.00				
4	537.100	9205	Mail Services	600.00				
5	537.100	9301	Fuel & Oil	600.00				
6	537.100	9503	Automobile Rental	5,000.00				
7	537.100	9802	Repair & Maintenance	5,000.00				
8	537.130	4103	Professional Services	17,570.00				
				55,770.00				

TRANSFER TO:

EXPLANATION: (1)-(8) To cover grant related and approved expenses until a budget adjustment can be done to add "Coordinated Prevention" and "Alternatives To Burning" approved grant funds into the SW Budget.

Prepared by: Steven W. Becken, Public Works Manager

Date: _____

Transfer Completed: _____

Date: _____

Date: May 22, 2012

Date: _____

Approved:
 Denied:

_____ Chairman

_____ Chairman Pro-Tem

_____ Member

(1)-(8) Transferring \$55,770.00 from Waste Management Functions: 537.100.1740 (Solid Waste Specialist wages); 537.100.1905 (Temporary Help); 537.100.9106 (Clerical Services); 537.100.9205 (Mail Services); 537.100.9301 (Fuel & Oil); 537.100.9503 (Automobile Rental); 537.100.9802 (Repair & Maintenance); and 537.130.4103 (Professional Services).

The funds transferred from 537.100.1740 (Wages); 537.100.9503 (Automobile Rental); and 537.100.9802 (Repair & Maintenance); will be returned to that line item as soon as a Budget Adjustment has been done for the Solid Waste Fund, which will avoid a negative effect on the Fund..

<p>AGENDA ITEM: SPV 12-02 MTG. DATE: May 22, 2012 MEMO. DATE: May 14, 2012 SUBJECT: Short Plat Vacation -SPV 12-02, Dale & Peggy Wood Prepared By: R.J. Lott Reviewed By: Michael Shuttleworth</p>	<p><u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other</p>	<p>Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other</p>
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BACKGROUND INFORMATION

On May 5, 2012, the Benton County Board of Commissioners conducted a public hearing for the vacation request of a 170-foot easement for taxiway and runway and a 70 foot taxiway easement on Short Plat 2720. The applicants had submitted a letter prior to the hearing requesting that the recommendation of requiring the elimination of a special permit to operate a private airstrip be removed. Consequently, the Board continued the public hearing and requested that Planning staff contact the Federal Aviation Administration (FAA) regarding their requirements.

Planning Department staff has been in contact with the FAA regarding their requirements of private airstrips. Andrew Edstrom, with the FAA office in Renton, Washington, commented that their office only reviews private airstrips with regards to the availability of airspace with nearby airstrips. The FAA does not review private airstrips for their length or condition. The FAA also commented that the applicants’ airstrip is still operable under FAA regulations.

Planning Department staff has also been in contact with the applicants regarding the length of time of time given as a condition of approval to submit a letter regarding their wishes to nullify their special permit and record a document with the County Auditor elimination the 170-foot runway easement filed under AF 2002-009813. The Planning Department and the applicants have agreed to extend the length of time given to complete these tasks from 12 months to 18 months.

SUMMARY

The Planning Department has received a request for the vacation of a 170-foot taxi and runway easements located over the North 170 feet of all four Lots of Short Plat 2720 and a 70-foot taxiway easement located on the lot line between Lots 1 and 2 with 35 feet being on each lot. The FAA has no comments on this application. Benton County Code requires the Board of County Commissioners to conduct a public hearing on the proposed vacation and allow for public comments regarding the vacation request.

RECOMMENDATION

It is the recommendation of the Planning Department that the Board of County Commissioners based on the testimony received, either approve or deny the request. Based on the information received thus far, the Planning Department recommends approval of the proposed vacation of the 170-foot by 1,650-foot taxi and runway easement located on the North 170 feet of all four Lots of Short Plat 2720 and a 70-foot by 160-foot taxiway easement located on the lot line between Lots 1 and 2 with 35 feet being on each lot.

MOTION

The Benton County Planning Department recommends the following motion: The Benton County

Board of Commissioners approve the vacation of the 170-foot by 1,650-foot taxi and runway easement located on the North 170 feet of all four Lots of Short Plat No. 2720 and a 70-foot by 160-foot taxiway easement located on the lot line between Lots 1 and 2 with 35 feet being on each lots as shown on the face of said short plat as recorded in volume 1 of Short Plats, page 2720 records of Benton County, Washington.

This motion is conditioned on the applicants recording a document that eliminates the previously recorded 170-foot taxi and runway easement, AF 2002-009813, with the Benton County Auditor. The motion is also conditioned on the applicants submitting a letter that withdraws their Special Permit to operate a private airstrip. These conditions must be completed within 18 months of the date of approval by the Benton County Board of Commissioners or this approval will be declared null and void.

RJ Lott - RE: Easement Vacation

From: Peggy Wood <apearl4u@msn.com>
To: <rj.lott@co.benton.wa.us>
Date: 5/14/2012 4:12 PM
Subject: RE: Easement Vacation

Good afternoon RJ,

Just to confirm for you, that this will be acceptable, unless the deadline can be extended to two years, which would be better. I should have the Auditor's Record number on the easement removal for you sometime tomorrow.

Thank you for your help. Peggy

Date: Mon, 14 May 2012 09:55:54 -0700
From: RJ.Lott@co.benton.wa.us
To: apearl4u@msn.com
Subject: Easement Vacation

Good morning Peggy,

I wanted to confirm with you our phone conversation this morning. For the public hearing on May 22nd, we agreed to extend the deadline to 18 months for removal of the special permit in conjunction with the easement vacation. Is this still accurate?

Thank you for your patience!

R.J. Lott
Benton County Planning Dept.
Associate Planner
509-736-3086

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>5-22-12</u>	Execute Contract	_____
Subject:	<u>Budget</u>	Pass Resolution	_____
	<u>Adjustments</u>	Pass Ordinance	_____
Prepared by:	<u>K. Mercer</u>	Pass Motion	_____
Reviewed by:		Other	_____
		Consent Agenda	_____
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION / SUMMARY

The Sheriff's Office, Planning Department, Solid Waste, and Canine/Boat Patrol have all received grants which were not included in their 2011-2012 budget. These grants are reimbursable, which means the departments must first spend the money and then get reimbursed. A budget adjustment is necessary in order for the departments to spend the money.

RECOMMENDATION

Approve to go to public hearing tentatively scheduled for June 12, 2012.

FISCAL IMPACT

See attached Budget Adjustment requests. All requests have an identified funding source.

MOTION

The grant related Budget Adjustments for the Benton County Sheriff's Office, Planning Department, Solid Waste, and Canine/Boat Patrol be approved to go to public hearing on June 12, 2012.

Request for Public Hearing on Budget
Adjustments – K Mercer**TRANSMITTAL**
REQUEST FOR BUDGET ADJUSTMENT

Fund Name:	Current Expense	Fund Number:	0000-101
Dept Name:	Sheriff Patrol	Dept Number:	121

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
1,2	521.210.1935 Holiday	156,076	307,588
8	521.210.1927 Overtime - Grant Related	199,685	256,885
8	521.210.9169 County Road	8,400	8,490
3	521.231.1927 Overtime - Grant Related	6,000	10,000
9	521.231.3106 Operating Supplies	5,000	5,000
3	521.231.4905 Training	1,000	1,000
4	521.924.1925 Overtime	1,000	1,000
4	521.924.2102 Social Security	77	77
4	521.924.3106 Operating Supplies	6,076	6,076
4	521.924.4301 Travel	2,770	2,770
4	521.924.9102 Legal Services	8,602	8,602
5	521.931.1562 Detective	41,628	112,732
5	521.931.1935 Holiday	1,818	4,525
5	521.931.2102 Social Security	3,190	8,850
5	521.931.2103 Medical Insurance	5,129	15,802
5	521.931.2104 Retirement	2,265	6,141
5	521.931.2105 Uniforms	530	1,030
5	521.931.2106 Uniform Accessories	300	600
5	521.931.3103 Oil & Lubricants	2,500	5,500
5	521.931.3106 Operating Supplies	2,891	5,077
5	521.931.3301 Computer Software(CE)	516	516
5	521.931.4102 Contract Services	500	1,000
5	521.931.4301 Travel	1,000	3,000
5	521.931.4906 Print/Bindery	500	740
5	521.931.5119 EDC-800 MHZ User Fees	487	769
5	521.931.9102 Legal Services	7,000	14,000
5	521.931.9601 Insurance Management	735	4,843
5	521.931.9602 Workers Compensation	755	3,594
5	521.931.9908 Accumulative Leave	635	1,902
5	521.931.9305 Computer Hardware & Software	2,870	2,870
6	521.940.3106 Operating Supplies	6,413	6,413
7	521.940.3501 Small-Item Equipment	12,477	12,477
Total Adjustment		\$488,825	

Revenue

	Fund Number	Item Name	Amount
3	333.16.6001	Gang/PSN Grant	7,000
4	333.16.7102	Meth Imitative	18,525
6,7	333.16.7103	JAG City of Kennewick	18,890
2	333.97.0006	Buffer Zone Protection Program	99,295
1,5	334.01.1001	WASPC Sex Offender	132,030
8	338.21.0008	Department of Energy - Hanford Patrol	208,085
9	367.00.0001	Contributions/Donations	5,000
Total Revenue			\$488,825

Basis for Budget Adjustment:

- 1 Resolution 11-494 transferred funds from 521.210.1935 Holiday to allow for the costs associated for the Registered Sex Offender Verification Program (RES 11-435) until the grant related supplement process was approved for the 2011/2012 budget cycle.
- 2 Resolution 11-544 transferred funds from 521.210.1935 Holiday to allow for the equipment cost associated with the Buffer Zone Protection Plan (BZPP), which was approved per RES 11-288 & RES 11-493, until a grant related supplement was approved.
- 3 Resolution 11-782 approved the participation in Project Safe Neighborhood (PSN) grant which allows for reimbursement of overtime and training cost relating to the Gang Team.
- 4 Resolution 11-322 approved the contract between the Washington Association of Sheriff & Police Chiefs (WASPC) and Benton County allowing the Sheriff's Office to participate in the 2011 Washington State Methamphetamine Initiative which provides reimbursement of costs associated with eradication of methamphetamine labs.
- 5 Resolution 11-435 approved the participation in the Registered Sex Offender Verification Program administered by WASPC which provides funding associated with the verification of registered sex offenders.
- 6 Resolution 11-457 approved the participation in the 2011 Byrne Justice Assistance Grant (JAG) administered by the City of Kennewick. The grant funded the purchase of digital recorders and digital cameras for the Sheriff's Office.
- 7 Resolution 12-246 approved the participation in the 2012 Byrne Justice Assistance Grant (JAG) administered by the City of Kennewick. The grant funded the purchase of Less Lethal Launchers for the Sheriff's Office.
- 8 Resolution 12-126 approved the contract modification for additional services with additional cost relating to deputy wages and truck rental.
- 9 Donation received from the BNSF Railway Foundation to assist in the Gang Team program.

Review Comments

Commissioners:

Auditor's Office:

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

Approved for Hearing

Denied

Commissioners' Date Stamp:

TRANSMITTAL REQUEST FOR BUDGET ADJUSTMENT

Fund Name: SOLID WASTE COLLECTION	Fund Number: 0155-101
Dept Name: SOLID WASTE COLLECTION	Dept Number: 000

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
537.100.4103	Professional Services	203,000	308,000
537.100.3201	Vehicle Fuel	1,500	11,500
537.100.9102	Legal Services	150	350
537.100.9306	Operating Supplies	1,800	2,200
537.100.9802	Repair & Maintenance	7,400	10,400
537.100.1740	Solid Waste Specialist	7,000	113,118
537.100.9503	Automobile Rental	5,000	12,318
	Total Adjustment	\$225,850	

Revenue

Fund Number	Item Name	Amount
334-03-1003	Grant funds - CPG Grant G1200229	218,950
334-03-1003	Grant funds - ATB Grant G1200219	6,900
	Total Revenue	\$225,850

Basis for Budget Adjustment (Attach Documentation as Appropriate):

Grant Agreement G1200219 (Resolution 11-813) and Grant Agreement G1200229 (Resolution 11-814) were approved on December 13, 2011 by the Board of County Commissioners for projects associated with composting and yard waste chipping and managing moderate risk waste and planning the future of moderate risk waste program. Line item 537.100.1740 and 537.100.9503 are being replenished from a line item transfer that took place on May 22, 2012, which transferred funds in order to pay grant related invoices until this budget adjustment took place.

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

- Approved for Hearing
 Denied

Review Notes: _____

Commissioners' Date Stamp:

TRANSMITTAL REQUEST FOR BUDGET ADJUSTMENT

Fund Name: Canine/Boat Fund	Fund Number: 0127-101
Dept Name: Sheriff	Dept Number:

Request Summary

Expenditure		Supplement	Revised
BARS Number	Item Name	Amount	Budget
521.220.1905	Temporary Help	2,380	86,380
521.220.1925	Overtime	4,525	8,110
521.220.2102	Social Security (FICA)	530	13,545
521.220.2104	Retirement	240	3,937
521.220.3106	Operating Supplies	3,991	6,051
521.220.4802	Repair/Maintenance - Vehicle	10,000	29,942
594.210.6410	Capital Outlay - Vehicles	42,000	42,000
			0
			0
			0
Total Adjustment		\$63,666	

Revenue		
Fund Number	Item Name	Amount
334.02.4001	Safer Boating	63,666
Total Revenue		\$63,666

Basis for Budget Adjustment (Attach Documentation as Appropriate):

The Benton County Sheriff's Office was awarded Washington State Boating Safety Program Funds in the amount of \$63,666 for the period of July 1, 2011 through June 30, 2012. These funds are to be used to provide on-the-water patrols and include but are not limited to: employee related costs; purchase, maintenance and operations of the patrol boats; providing instruction classes in Adventures in Boating; training courses for deputies to complete RBS mission. A large portion of the funds will offset the cost of the purchase of a new tow vehicle and the maintenance of our current vessels.

Review Comments

Commissioners: _____

Auditor's Office: _____

Commissioners

CHAIRMAN

COMMISSIONER

COMMISSIONER

- Approved for Hearing
- Denied