

Jerome Delvin
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, October 11, 2016
Benton County Courthouse, Prosser, WA

**To view items in detail, please
click on the highlighted area.**

9:00 AM

Call to Order
Approval of Minutes

❖ **October 4, 2016 Board Meeting**

Review Agenda

Consent Agenda

Coroner

a. Line Item Transfer, Fund No. 0000-101, Dept. 109; Rescinding Resolution 2016-701

Facilities

b. Line Item Transfer, Fund No. 0000-101, Dept. 110

c. Contract w/Meier Enterprises, Inc. for Design/Engineering of Metasys & Chilled Water Loop System

Human Services

d. Amendment #1 to Restrictive Covenant Recording No. 2014-013067 w/River of Life Metropolitan Community Church

e. Amendment #1 to Restrictive Covenant Recording No. 2014-013068 w/River of Life Metropolitan Community Church

Juvenile

f. Contract w/J Azure for Representation in BECCA Cases

g. Contract w/H Villani for Representation in BECCA Cases

Office of Public Defense

h. Change of Title of the Public Safety Tax Fund Line Item to Executive Assistant

Personnel

i. Change of Title of Assistant Cartographer in the Assessor's Office

Prosecuting Attorney

j. Terminating Lease For the Support, Advocacy & Resource Center

Public Safety

k. Purchase of 2015 Chrysler 300 from Leskovar Mitsubishi for Sheriff's Office

Public Works

l. Closing Grosscup Rd from Yakima River Rd to County Rd; Amending Resolution 2015-695

m. Approval of Plans for Summit View Phases 11

Scheduled Business

Bid Award to Southern Folger Detention Equipment Co for Security Systems Equipment ~ D Waggoner

Ordinance Amendment BCC 9.08 ~ M Shuttleworth

Preliminary Plat Application for SUB 2016-003 – Steeplechase ~ M Shuttleworth

Unscheduled Visitors
Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, October 4, 2016, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Shon Small
Commissioner Jerome Delvin
Commissioner James Beaver
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; County Engineer Matt Rasmussen; Assistant County Engineer Robert Blain; Planning Manager Mike Shuttleworth; DPA Ryan Brown; Auditor Brenda Chilton; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; GIS Manager Mary Phillips; Erhiza Rivera, Deputy Treasurer; Assessor Bill Spencer; Clark Posey, Planning; Florinda Paez, GIS.

Approval of Minutes

The Minutes of September 27, 2016 were approved.

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items “a” through “cc”. Commissioner Delvin seconded and upon vote, the Board approved the following:

BOE

- a. Notice of Approval to Hear Property Tax Appeals

Facilities

- b. Contract w/Pacific Backflow Services for Water System Backflow Testing

Juvenile

- c. Agreement w/State of WA Administrative Office of the Courts
- d. Agreement w/Pearson Vue for General Education Diploma Testing
- e. Contract w/D Campbell for Attorney Representation in BECCA Cases

Office of Public Defense

- f. Public Defense Services Agreement w/S Henwood for Juvenile Court
- g. Public Defense Services Agreement w/J Azure for Juvenile Court
- h. Public Defense Services Agreement w/D Anderson for Juvenile Court
- i. Public Defense Services Agreement w/D Campbell for Juvenile Court
- j. Public Defense Services Agreement w/M Trombley for Juvenile Court

- k. Public Defense Services Agreement w/K Moreno for Juvenile Court
- l. Establishing Process to Equitably Divide Public Defense Juvenile Dependency Contract
- m. Terminating Agreement w/J Azure for Public Defense Services in Juvenile Dependencies
- n. Terminating Agreement w/K Moreno for Public Defense Services in Juvenile Dependencies
- o. Terminating Agreement w/D Anderson for Public Defense Services in Juvenile Dependencies
- p. Terminating Agreement w/S Henwood for Public Defense Services in Juvenile Dependencies
- q. Terminating Agreement w/D Campbell for Public Defense Services in Juvenile Dependencies
- r. Terminating Agreement w/M Trombley for Public Defense Services in Juvenile Dependencies
- s. Line Item Transfer, Fund No. 0000-101, Dept. 136

Personnel

- t. Appointment & Designations for Member County w/WA Counties Risk Pool
- u. Removing G Dorsett from Mosquito Control Board; Rescinding Resolution 2015-043

Public Safety

- v. Amended Contract No. 1 w/BF Health District for Nurse Family Partnership Program
- w. Amending Resolution 2016-580 w/Safe Harbor Crisis Nursery for My Friends Place Youth Shelter Proposal

Public Works

- x. Payment to Johnny B Transport for Freight Charges from Idaho Asphalt Supply, Inc.
- y. Change Order No. 1 w/D & D Tri-Rivers Excavating, Inc. for Annex Parking Lot Project

Sheriff

- z. Contract w/S Castillo for Transcription & Translation Services
- aa. Amended Contract #1 w/Tower Plaza Cleaners & Laundromat for Laundry Service

Treasurer

- bb. Contract w/FTN Financial Main Street Advisors for Oversight of Investment Program
- cc. Line Item Transfer, Fund No. 0000-101, Dept. 124

Purchase of Vehicles – Sheriff’s Office

Lt. White via/videoconference requested the Board approve the purchase of two vehicles for detectives. He said both were budgeted in the Public Safety Tax fund. He said with delays, they could be delivered after December 31 so they had asked for the money to be set aside in 2017 just in case but it was currently in the budget.

MOTION: Commissioner Beaver moved to approve Purchase Agreement between Benton County and Columbia Ford Nissan for the purchase of one 2017 Ford Fusion “S” 4-Door Sedan, utilizing State Contract No. 03513 in the amount of \$22,892.45 including WSST, with a total amount not to exceed \$25,000 including WSST, for any unanticipated expenditures. Commissioner Delvin seconded and upon vote, the motion carried.

MOTION: Commissioner Delvin moved to approve the Purchase Agreement between Benton County and Columbia Ford Nissan for the purchase of one Ford Police Interceptor Utility/SUV

AWD, utilizing State Contract No. 03713 in the amount of \$30,895.82 including WSST, with a total amount not to exceed \$33,000 for any unanticipated expenditures. Commissioner Beaver seconded and upon vote, the motion carried.

Letter to City of Kennewick – Boys and Girls Club

Adam Fyall said he received a bill from the City of Kennewick for reimbursement of infrastructure costs associated with construction of a Boys & Girls Club. After review of the project, they were not able to identify the tangible consideration for the County and it was staff's advisement to deny the request for \$130,000 for the project.

Commissioner Delvin said he had been working on this project for about a year and he asked City Manager Marie Mosley to come and speak on behalf of this request.

Marie Mosley thanked the Board for its partnerships for the community and then apologized for not doing a good job identifying the background of the project when she presented the bill. She said it was a vision that several community leaders had and was in process for over a year. She said the Boys and Girls Club recognized they could do fundraising for the building but not the infrastructure and operations and maintenance. She said it was part of the prevention effort and starting at the youth level for prevention and could be part of the criminal justice funds. She stated that Habitat for Humanity had contributed \$130,000, Kennewick over \$400,000 and another \$130,000 was needed and this might be a good use of those criminal justice funds and they were asking for a partnership on the infrastructure.

Police Chief Hohenberg said the building was being constructed in the area that was number one on their focus for prevention efforts for gang activity. He said he believed this was a huge investment for the community to keep it safer.

Ms. Mosley stated the land had been sold but there were other soft costs including infrastructure that needed to be done before they moved forward with their fundraising campaign.

Commissioner Beaver said he understood the issue but that while the meetings were going on, there should have been discussions between the city manager and county administrator on how to make this work by the rules they needed to live by. He said there were other ways to look at this and he gave examples but said it could not be done the way it was currently structured. He said he could be supportive of the project but they needed to follow the rules.

Commissioner Delvin said he would take responsibility that he didn't communicate all along and take responsibility that he obligated them to fund this; he said he was prepared to move forward and maybe they could use the 3/10 funds.

Commissioner Beaver said they needed to send it back to Mr. Sparks for further review. Ms. Mosley said she was absolutely willing to work with Mr. Sparks and they were not asking the County to do anything illegal but they would work on a way to allocate the funds.

MOTION: Commissioner Delvin moved to approve the Benton County Commissioners approve \$130,000 to be determined where from the County Administrator to help finance the infrastructure project that benefits the boys and girls club, with the 3/10 crime prevention programs that we are currently funding.

Commissioner Beaver made a friendly amendment to find a capital improvement project plan within the City's capital improvement plan that was legitimate and legal for us to participate as a partner; then the City of Kennewick would take \$130,000 and move it and then that would be approved.

Chairman Small said the County took pride in these partnerships and they tried to do everything they could and they were trying to find a legal avenue to support this.

Commissioner Beaver said they had their own capital improvement projects, were trying to address their own budget and they needed to be sensitive to where the financial resources were going.

Upon vote, the motion carried unanimously.

GIS Department Update

Mary Phillips and Florinda Paez gave a Powerpoint presentation on GIS and briefly discussed the following:

- Breakdown of Services
- Website Visits
- Project Update
 - Road Dept. Custom Interactive Web Map
- Featured Projects
 - Election Precinct Atlas
 - Annexations by Legal Description

Other Business

Commissioner Delvin said he would be gone next week.

Chairman Small said he would be inviting the Sheriff and Fred Bowen to the meeting on the 18th to discuss the jail mental health expansion and was asking for information on operational costs and staffing so the Board had information to see if this was going to work. Additionally, he had discussed with the Sheriff and Undersheriff who would be running the mental health wing and they agreed that Kyle Sullivan would be a good choice. He said he also didn't want this to be an automatic dumping ground so they were putting in steps to make sure that didn't happen.

Commissioner Beaver said he liked the way this was moving forward; if the County was going to run a mini hospital he wanted to see the staffing impacts and what the expectation of service to be provided was. He said they needed all that information before deciding to move forward.

Commissioner Beaver commented on the discussion with the City of Kennewick and that it was another example of how the Commissioners got “pigeon holed” and hopefully it would improve. He said the County was trying to get things done internally and was difficult to do that as they continued to give money to other projects.

David Sparks said they were looking at October 25 and 26 for budget workshop with the elected officials and he thought it would be beneficial to add a third day just to talk about the 3/10 public safety tax budget. The Board agreed to discuss the general fund first and reserve Thursday the 27th in Kennewick to discuss the public safety tax budget.

Chairman Small commented that Crisis was now officially under Lourdes and it had been a smooth transition. He said he was thinking about contacting the media to showcase the programs and what was available for mental health. The Board agreed.

Account Payables

Check Date 09/30/16

Warrants #146126-146235
Total of all Funds \$450,698.34

Transfers #9301601-9301608
Total of all Funds \$4,683,060.95

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

Resolutions

- 2016-750: Notice of Approval to Hear Property Tax Appeals
- 2016-751: Contract w/Pacific Backflow Services for Water System Backflow Testing
- 2016-752: Agreement w/State of WA Administrative Office of the Courts
- 2016-753: Agreement w/Pearson Vue for General Education Diploma Testing
- 2016-754: Contract w/D Campbell for Attorney Representation in BECCA Cases
- 2016-755: Public Defense Services Agreement w/S Henwood for Juvenile Court
- 2016-756: Public Defense Services Agreement w/J Azure for Juvenile Court
- 2016-757: Public Defense Services Agreement w/D Anderson for Juvenile Court
- 2016-758: Public Defense Services Agreement w/D Campbell for Juvenile Court
- 2016-759: Public Defense Services Agreement w/M Trombley for Juvenile Court
- 2016-760: Public Defense Services Agreement w/K Moreno for Juvenile Court
- 2016-761: Establishing Process to Equitably Divide Public Defense Juvenile Dependency Contract
- 2016-762: Terminating Agreement w/J Azure for Public Defense Services in Juvenile Dependencies
- 2016-763: Terminating Agreement w/K Moreno for Public Defense Services in Juvenile Dependencies

- 2016-764: Terminating Agreement w/D Anderson for Public Defense Services in Juvenile Dependencies
- 2016-765: Terminating Agreement w/S Henwood for Public Defense Services in Juvenile Dependencies
- 2016-766: Terminating Agreement w/D Campbell for Public Defense Services in Juvenile Dependencies
- 2016-767: Terminating Agreement w/M Trombley for Public Defense Services in Juvenile Dependencies
- 2016-768: Line Item Transfer, Fund No. 0000-101, Dept. 136
- 2016-769: Appointment & Designations for Member County w/WA Counties Risk Pool
- 2016-770: Removing G Dorsett from Mosquito Control Board; Rescinding Res. 2015-043
- 2016-771: Amended Contract No. 1 w/BF Health District for Nurse Family Partnership Program
- 2016-772: Amending Resolution 2016-580 w/Safe Harbor Crisis Nursery for My Friends Place Youth Shelter Proposal
- 2016-773: Payment to Johnny B Transport for Freight Charges from Idaho Asphalt Supply
- 2016-774: Change Order No. 1 w/D & D Tri-Rivers Excavating - Annex Parking Lot Project
- 2016-775: Contract w/S Castillo for Transcription & Translation Services
- 2016-776: Amended Contract #1 w/Tower Plaza Cleaners & Laundromat for Laundry Service
- 2016-777: Contract w/FTN Financial Main Street Advisors for Oversight of Investment Program
- 2016-778: Line Item Transfer, Fund No. 0000-101, Dept. 124
- 2016-779: Authorizing Purchase of 2017 Ford Fusion from Columbia Ford Nissan
- 2016-780: Authorizing the Purchase of Ford Police Interceptor from Columbia Ford Nissan

There being no further business before the Board, the meeting adjourned at approximately 9:52 a.m.

Clerk of the Board

Chairman

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 109;
RESCINDING RESOLUTION 2016-701

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

BE IT FURTHER RESOLVED, resolution 2016-701 is hereby rescinded.

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,

Prepared by:

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
563.200	4118	Autopsies	\$15,500	563.200	1143	P.T. Deputy Coroner	\$1,500
563.200	4503	Rentals - Office Equipment	\$2,000	563.200	1179	P.T. Deputy Coroner	\$3,500
563.200	2104	Retirement	\$15,000	563.200	1934	On-Call Pay	\$2,000
				563.200	2103	Medical Insurance	\$25,500
TOTAL				TOTAL			
\$32,500				\$32,500			

Explanation:

Transfer needed to pay Salaries, On-Call hours, and Medical Insurance. This amount is for current and future anticipated expenses.

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

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 110.

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

C. McKenzie

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
518-302	4931	Contingency	\$47,000	518-302	3135	Maintenance/Repair Supplies	\$10,000
				518-302	3501	Equipment & Small Tools	\$2,000
				518-302	4804	Repair/Maintenance Other	\$10,000
				518-302	4102	Contracts	\$15,000
				518-302	4701	Utilities	\$10,000
TOTAL			\$47,000	TOTAL			\$47,000

Explanation:

Facilities/Jail Support - Need a line item transfer from contingency - estimated for next 3 months.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

c. Contract w/Meier Enterprises, Inc.
for Design/Engineering of Metasys
& Chilled Water Loop System

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	10-11-16	Execute Contract	<u> X </u>	Consent Agenda
Subject:	<u>Contract award for</u> <u>Meier Enterprises</u>	Pass Resolution	<u> X </u>	Public Hearing
Prepared by:	<u>D. Waggoner</u>	Pass Ordinance	_____	1st Discussion
Reviewed by:		Pass Motion	_____	2nd Discussion
		Other	_____	Other

BACKGROUND INFORMATION / SUMMARY

The Facilities Department previously entered into an agreement with Meier Enterprises, Inc. for design and engineering services for the Metasys Software and Chilled Water Loop Upgrade project. That contract, approved by Resolution 2016-195, expired on September 1, 2016.

Additional design and engineering services are required, along with adding allowances for bidding assistance and construction oversight. This additional work will allow for design and engineering to correct a hot water piping loop, bid drawings and specifications, bidding assistance and advertisement, and construction support on a time and materials basis.

RECOMMENDATION

Approve the attached Resolution and Contract between Benton County and Meier Enterprises, Inc.

FISCAL IMPACT

Total cost not to exceed \$25,000.00, including WSST and fees.

MOTION

Move to approve the attached Professional Services Contract between Benton County and Meier Enterprises, Inc.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING ARCHITECTURAL AND ENGINEERING SERVICES TO MEIER ENTERPRISES, INC. FOR THE DESIGN AND ENGINEERING OF THE METASYS AND CHILLED WATER LOOP AT THE KENNEWICK JUSTICE CENTER

WHEREAS, the Facilities Department previously entered into an agreement with Meier Enterprises, Inc. for design and engineering services for the Metasys Software and Chilled Water Loop Upgrade project; and

WHEREAS, that contract, approved by Resolution 2016-195, expired on September 1, 2016; and

WHEREAS, it has been determined that additional design and engineering services are required to incorporate changes to the project and to allow for bidding and construction oversight; and

WHEREAS, the Facilities Manager recommends entering into a contract with Meier Enterprises, Inc. for additional design and engineering for the Metasys and Chilled Water Loop System; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the recommendation and awards the attached Professional Services Contract with Meier Enterprises, Inc. to provide additional architectural and engineering services for the Benton County Justice Center Metasys update and Chilled Water Loop repair; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman to sign the attached Professional Services Contract with Meier Enterprises Inc. in an amount not to exceed \$25,000.00 including WSST; and

BE IT FURTHER RESOLVED that said contract shall begin immediately upon execution by both parties and expires on September 1, 2017.

Dated this day of, 2016.

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

Original: Facilities
cc: Auditor, PA, CM, Meier Enterprises

D. Waggoner

**BENTON COUNTY
PROFESSIONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MEIER ENTERPRISES, INC.**, a corporation organized under the laws of the State of Washington with its principal offices at 12 W. Kennewick Avenue, Kennewick, WA 99336(hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. Terms and Conditions (This Document); and
- b. Exhibit A - Scope of Work, Compensation, and Schedule.

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties and shall expire on September 1, 2017. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

- a. In accordance with Exhibit A, "Scope of Services, Compensation, and Schedule", which is attached hereto and incorporated herein by reference, the CONTRACTOR shall perform services under Phase II of an ongoing project to repair the Chilled Water Loop System and update the HVAC Control System (called Metasys) at the Benton County Justice Center, located at 7122 W. Okanogan Place in Kennewick, Washington. Services under Phase I of the project were provided by CONTRACTOR in accordance with a Professional Services Agreement that was executed on March 15, 2016 and expired on September 1, 2016, pursuant to Benton County Board of Commissioners Resolution 2016-195. Under Phase II of the project, CONTRACTOR shall now provide bidding and construction support for the Metasys controls and chilled water upgrades designed by CONTRACTOR during Phase I. In addition to bidding and construction support services,

CONTRACTOR shall provide engineering and design modifications to the existing domestic hot water piping system servicing the Benton County Justice Center to help evenly distribute water flow to each service loop. See Exhibit A for additional details.

- b. In performing services under this Contract, the CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work consistent with the industry standards in the A&E Profession. Specifically, in instances where the Project calls for the architect to exercise independent discretion in making a decision or resolving a dispute, CONTRACTOR shall do so in an independent fashion.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed upon by both parties and set forth in Exhibit A.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR:

Colin Bates
12 W. Kennewick Avenue
Kennewick, WA 99336
Phone: 509-735-1589
Fax: 509-783-5075
Email: cmbates@meierinc.com

- b. For COUNTY:

Dan Waggoner
Facilities Manager

7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336
Phone: (509) 222-3704
Fax: (509) 736-2708
Email: Dan.Waggoner@co.benton.wa.us

5. **COMPENSATION**

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

- a. A detailed description of the compensation to be paid by the COUNTY to CONTRACTOR is set forth in Exhibit A, "Scope of Services, Compensation, and Schedule".
- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), including W.S.S.T.
- c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- d. The CONTRACTOR may, in accordance with Exhibit A, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.
- e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.
- f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or

minor omissions or defects.

- g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

- a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the work performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR, its subcontractors, employees or agents, and the COUNTIES, its employees or agents, this indemnification obligation of the CONTRACTOR shall be valid and enforceable only to the extent

of the negligence of the CONTRACTOR, its subcontractors, employees and agents.

- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage

shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims-made professional liability insurance for a minimum of thirty-six (36) months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of thirty-six (36) months after the completion of work. CONTRACTOR shall annually provide COUNTY with proof of all such insurance.

- b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the

CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

- d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this

Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure, nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made

professional liability insurance for a minimum of thirty-six (36) months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. Verification of Coverage and Acceptability of Insurers:

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-

insurance maintained by the COUNTY and its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the COUNTY'S Contract Representative referenced in Section 4.
3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY'S Contract Representative referenced in Section 4.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

- a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.
- b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the

costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other

insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR, and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and

shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

- b. All design work done by the CONTRACTOR shall be done on AutoCAD, release 12 or higher or other systems mutually agreed upon, an electronic copy of which shall be submitted to the COUNTY upon request and/or at the end of the job. Should a construction project result from the work of the CONTRACTOR, the record drawings from the CONTRACTOR shall be transposed onto the electronic design drawings and submitted to the COUNTY.
- c. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section 14.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

(This Space was Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective on the last date signed.

Dated: _____

Dated: 9/30/16

Benton County Board of Commissioners

Meier Enterprises, Inc.

Chairman

Paul M. Givens
Signature

Member

Interior President/CEO
Title:

Member

Paul M. Givens
PRINTED NAME

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

Attest: _____
Clerk of the Board

Approved as to Form
Dee Dink
Civil Deputy Prosecuting Attorney



Exhibit A – Scope of Services, Compensation, and Schedule

CLIENT: Paul Schut
Benton County Commissioners
7122 W. Okanogan Pl., Bldg A
Kennewick WA 99336

PROJECT: JUSTICE CENTER CONTROLS PHASE II - BIDDING AND CONSTRUCTION SUPPORT AND HOT WATER MODIFICATIONS

Thank you for the opportunity for Meier Architecture • Engineering (Meier) to offer professional design services. We are confident we have the available staff with the skill set for your Project needs.

Our understanding of the Project is:

This contract will be the bidding and construction support for the controls and chilled water upgrades already designed under a separate contract. In addition to these services, engineering and design for modifications to the existing domestic hot water piping will be made to help evenly distribute water flow to each loop servicing the building.

SCOPE OF SERVICES:

Meier agrees to provide the following services relating to this Project:

1. Conduct a site visit to determine actual hot water piping conditions.
2. Provide design of modifications to the existing domestic hot water system to ensure even distribution of hot water to all loops. Construction documents for this design will be included into the bid package with the controls and chilled water upgrades.
3. Drawings will be created in AutoCAD on Meier borders using Meier standards.
4. Bid documents shall be stamped by a Professional Engineer registered in the State of Washington.
5. Provide one (1) review set of bid documents to the Client for review. Upon receiving review comments, Meier shall incorporate the comments into a final bid set. Review Documents shall be submitted electronically in PDF format. Meier will provide three (3) hard copies of the final bid documents in addition to the electronic files in PDF format.
6. Final bid set will incorporate all construction documents from the original contract and the Phase II contract.
7. Provide bidding assistance for the project in the form of advertisement, fielding contractor questions, addendums if needed, and being available for the bid opening.
8. Provide construction support in the form of submittal review, RFI resolution, change order review, site visits as requested by the owner, punch list development, and record drawings incorporating the contractor's red lines. Construction support services shall be on a time and materials basis.

ASSUMPTIONS:

1. Client will provide access to mechanical rooms(s) and piping routed in ceiling space for investigation including any ladders that may be required.

SCHEDULE:

Schedule expectation is:

1. A review set for the domestic hot water piping modifications shall be completed within 10 working days after notice to proceed.
2. Client to provide written comments within 5 working days.
3. Within 10 working days of receipt of comments, Meier will provide final bid documents, including construction documents from the previous contract to issue as the bid set.
4. Bid and construction dates will be coordinated with the Owner.

All services not specifically outlined in the scope of services above shall be considered additional scope and shall be subject to a commensurate adjustment to the agreed compensation. Changes to scope shall be defined by way of a written addendum, signed by the parties, prior to proceeding with the additional work. If Meier is instructed to perform additional services before a written addendum is in place, Meier shall have the right to bill the Client for these additional services on a time and expenses basis at current Meier standard rates.

COMPENSATION:

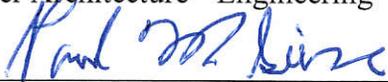
Compensation for services listed above are as follows:

Hot water piping design and engineering:	\$3,800
Bid Drawings and Specifications	\$2,500
Bidding Assistance and Advertisement:	\$2,500
<u>Construction Support (time and materials)</u>	<u>\$8,500 (estimated budget)</u>
Total	\$17,300

Invoices will be submitted monthly. Refer to the Professional Services Contract Terms and Conditions for additional compensation provisions.

Thank you for the opportunity to submit this agreement. We look forward to continuing to work with you on this Project. If the scope of work above does not adequately reflect your expectations, please let us know. It is our goal to meet your needs and budget on this Project. If you have any questions, please feel free to contact Colin Bates directly at 509-737-6962.

Meier Architecture • Engineering



Signature



Print



Date

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date:</p> <p>Subject: First Amendment to Restrictive Covenant Recording No. 2014-013067; between Benton and Franklin Counties Department of Human Services and River of Life Metropolitan Community Church</p> <p>Prepared by: Deena Horton, Admin Assist-DHS</p> <p>Reviewed by: Kyle Sullivan, Administrator-DHS</p>	<p>Execute Contract _____</p> <p>Pass Resolution _____ <u>X</u> _____</p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other (Sign Covenant) _____ <u>X</u> _____</p>	<p>Consent Agenda _____ <u>X</u> _____</p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other _____</p>

BACKGROUND INFORMATION

The purpose of this Amendment is to clarify on the Restrictive Covenant that the specific property a kitchen located in Suites E and F of the building on the Property located in a homeless drop-in center and day shelter known as Ken and Teresa's Place, located at 2625 W. Bruneau Place, Suites E and F, Kennewick, Washington, 99336. The original Restrictive Covenant restricts the whole property. The funding that was given to River of Life was only for the specific property Suites E and F. This First Amendment clarifies this.

COORDINATION

Michaela Murdock, BCPA
 Kyle Sullivan, DHS
 Shela Berry, DHS

SUMMARY

Award:
Period:
Funding Source:

RECOMMENDATION

- Sign the resolution to accept the proposed First Amendment to the Restrictive Covenant
- Approve the proposed First Amendment by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget.

MOTION

To approve signing First Amendment to the Restrictive Covenant between Benton and Franklin Counties Department of Human Services and River of Life Metropolitan Community Church, and to authorize the Chair to sign of behalf of the Board.



 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER EXECUTING THE FIRST AMENDMENT TO RESTRICTIVE COVENANT
RECORDING NO. 2014-013067 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF
HUMAN SERVICES AND RIVER OF LIFE METROPOLITAN COMMUNITY CHURCH**

WHEREAS, on April 29, 2014, Benton and Franklin Counties Department of Human Services and River of Life Metropolitan Community Church entered into Grant Agreement #2060-2014-ROLMCC-KTP (the "Agreement"), pursuant to Benton County Resolution No. 2014-360, in which funding was provided for the rehabilitation and construction of a kitchen in a homeless drop-in center and day shelter known as Ken and Teresa's Place, located at 2625 W. Bruneau Place, Suites E and F, Kennewick, Washington, 99336; and

WHEREAS, although funding under the Agreement was allocated and used to rehabilitate and construct a kitchen located in Suites E and F of the building on the Property, the Covenant restricts the possession, use, development, and operation of the entire Property. The Benton and Franklin Counties Department of Human Services and River of Life Metropolitan Community Church intended the Covenant to only restrict the possession, use, development, and operation of Suites E and F of the Property for purposes consistent with funding eligibility requirements; and

NOW, THEREFORE, BE IT RESOLVED, the Benton and Franklin Counties Department of Human Services and River of Life Metropolitan Community Church mutually agree and certify that all provisions of the Covenant remain in full force and effect as it pertains to the Property, except for the following amendment:

1. "RESTRICTIVE COVENANT." *This section is hereby deleted in its entirety and the following is inserted in its place:*

RESTRICTIVE COVENANT

The Grantee, River of Life Metropolitan Community Church, for itself, and its heirs, executors, transferees, successors, and assigns, hereby covenants and promises that the following described real property shall, for the period stated herein, not be sold, refinanced, assigned, transferred, or otherwise disposed of without the express written consent of Benton County, and to the extent that said express written consent is provided, Grantee, and its heirs, executors, transferees, successors, and assigns, agree to abide by the covenants on the property and assume the obligations of Grantee under the terms of Grant Agreement #2060-2014-ROLMCC-KTP between Benton County and River of Life Metropolitan Community Church executed on April 29, 2014; furthermore, Suites E and F of the building on the real property shall be possessed, used, developed, and operated by River of Life Metropolitan Community Church, and its heirs, executors, transferees, successors, and assigns, exclusively for eligible housing activities, as described in RCW 36.22.178, that serve low-income households with incomes at or below fifty (50) percent of the area median income as established by the U.S. Department of Housing and Urban Development (HUD) for the Richland, Kennewick, and Pasco, Washington Metropolitan Statistical Area (MSA).

*Description of Property: Lot 1, Patricia's Plat, According to the Plat thereof recorded in Volume 4 of Plats, Page 79, records of Benton County, Washington, Subject to Easements and Restrictions of Record
Tax Parcel ID: 1-0289-207-0000-001
Common Address: 2625 West Bruneau Place, Kennewick, WA 99336*

This Covenant shall be in full force and remain in effect until March 31, 2020, at which time the same shall become null and void and no longer binding upon either party or upon the above-described property. This Covenant may not be revised or modified except upon the mutual consent of River of Life Metropolitan Community Church and Benton County, their successors and assigns.

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, the First Amendment to Restrictive Covenant Recording No. 2014-013067.

Dated thisday of, 2016

Chair

Member

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

Attest: _____
Clerk of the Board

WHEN RECORDED, MAIL TO:

Janet Pierce, Executive Director
River of Life Metropolitan Community Church
2625 W. Bruneau Place, Suite A
Kennewick, WA 99336

Benton Franklin Counties
Department of Human Services
7102 West Okanogan Place, Suite 201
Kennewick, WA 99336

(Space above this line for Recorder's Use)

Parcel ID: 1-0289-207-0000-001

FIRST AMENDMENT TO RESTRICTIVE COVENANT

THIS FIRST AMENDMENT TO RESTRICTIVE COVENANT (the "Amendment") is made this 31st day of August, 2016, by BENTON COUNTY (the "Grantor") and RIVER OF LIFE METROPOLITAN COMMUNITY CHURCH (the "Grantee").

RECITALS

A. On April 29, 2014, Grantor and Grantee entered into Grant Agreement #2060-2014-ROLMCC-KTP (the "Agreement"), pursuant to Benton County Resolution No. 2014-360, in which Grantor agreed to provide funding to Grantee for the rehabilitation and construction of a kitchen in a homeless drop-in center and day shelter known as Ken and Teresa's Place, located at 2625 W. Bruneau Place, Suites E and F, Kennewick, Washington, 99336.

B. The source of funding for the Agreement was the Benton County Affordable Housing Surcharge, received pursuant to RCW 36.22.178, which limits use of the funds to specific eligible housing activities, including funding the rehabilitation of housing projects or units that are affordable to very low-income households with incomes at or below fifty (50) percent of the area median income. To ensure the use of grant funds in accordance with these restrictions, the Grantor and Grantee executed a Restrictive Covenant on April 16, 2014, which was recorded on June 3, 2014, under Recording No. 2014-013067, with the Benton County Auditor's Office (the "Covenant").

C. The Covenant encumbers certain real property located at 2625 W. Bruneau Place in the City of Kennewick, Benton County, Washington with Tax Parcel ID No. 1-0289-207-0000-001 (the "Property"), which is zoned Commercial Community. The legal description of the Property is Lot 1, Patricia's Plat, According to the Plat thereof recorded in Volume 4 of Plats, Page 79, records of Benton County, Washington, Subject to Easements and Restrictions of Record.

D. Although funding under the Agreement was allocated and used to rehabilitate and construct a kitchen located in Suites E and F of the building on the Property, the Covenant restricts the possession, use, development, and operation of the entire Property. The Grantor and Grantee intended the Covenant to only restrict the possession, use, development, and operation of Suites E and F of the Property for purposes consistent with funding eligibility requirements.

E. Based on the foregoing, Grantor and Grantee desire to execute this Amendment to narrow the scope of the Covenant to restrict only the possession, use, development, and operation of Suites E and F of the Property, instead of the entire Property.

NOW THEREFORE, the Grantor and Grantee mutually agree and certify that all provisions of the Covenant remain in full force and effect as it pertains to the Property, except for the following amendment:

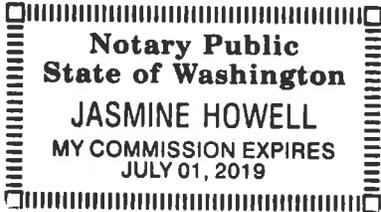
1. **"RESTRICTIVE COVENANT." This section is hereby deleted in its entirety and the following is inserted in its place:**

RESTRICTIVE COVENANT

The Grantee, River of Life Metropolitan Community Church, for itself, and its heirs, executors, transferees, successors, and assigns, hereby covenants and promises that the following described real property shall, for the period stated herein, not be sold, refinanced, assigned, transferred, or otherwise disposed of without the express written consent of Benton County, and to the extent that said express written consent is provided, Grantee, and its heirs, executors, transferees, successors, and assigns, agree to abide by the covenants on the property and assume the obligations of Grantee under the terms of Grant Agreement #2060-2014-ROLMCC-KTP between Benton County and River of Life Metropolitan Community Church executed on April 29, 2014; furthermore, Suites E and F of the building on the real property shall be possessed, used, developed, and operated by River of Life Metropolitan Community Church, and its heirs, executors, transferees, successors, and assigns, exclusively for eligible housing activities, as described in RCW 36.22.178, that serve low-income households with incomes at or below fifty (50) percent of the area median income as established by the U.S. Department of Housing and Urban Development (HUD) for the Richland, Kennewick, and Pasco, Washington Metropolitan Statistical Area (MSA).

Description of Property: Lot 1, Patricia's Plat, According to the Plat thereof recorded in Volume 4 of Plats, Page 79, records of Benton County, Washington, Subject to Easements and Restrictions of Record

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



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at
Kennewick
My Commission Expires:
July 01 2019

BENTON COUNTY

GRANTOR: Benton County Commissioner

STATE OF WASHINGTON)
)ss.
COUNTY OF BENTON)

On this __ day of _____, 2016, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the Commissioner of the Benton County, Prosser, Washington, the political subdivision of the State of Washington that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision of the State of Washington, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument on behalf of said political subdivision of the State of Washington.

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

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

My Commission Expires:

Approved as to form:

[Signature]
Benton Co. Prosecutor's office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p>Meeting Date:</p> <p>Subject: First Amendment to Restrictive Covenant Recording No. 2014-013068; between Benton and Franklin Counties Department of Human Services and River of Life Metropolitan Community Church</p> <p>Prepared by: Deena Horton, Admin Assist-DHS</p> <p>Reviewed by: Kyle Sullivan, Administrator-DHS</p>	<p>Execute Contract _____</p> <p>Pass Resolution _____ <u>X</u> _____</p> <p>Pass Ordinance _____</p> <p>Pass Motion _____</p> <p>Other (Sign Covenant) _____ <u>X</u> _____</p>	<p>Consent Agenda _____ <u>X</u> _____</p> <p>Public Hearing _____</p> <p>1st Discussion _____</p> <p>2nd Discussion _____</p> <p>Other _____</p>

BACKGROUND INFORMATION

The purpose of this Amendment is to clarify the specific property (Suites 200-256) that the Restrictive Covenant was intended for. The original Restrictive Covenant restricts the whole property. The funding that was given to River of Life was only for the specific property (Suites 200-256).

COORDINATION

Michaela Murdock, BCPA
 Kyle Sullivan, DHS
 Shela Berry, DHS

SUMMARY

Award:
Period:
Funding Source:

RECOMMENDATION

- Sign the resolution to accept the proposed First Amendment to the Restrictive Covenant
- Approve the proposed First Amendment by signing all the copies where indicated

FISCAL IMPACT

There is no impact on the current expense budget.

MOTION

To approve signing First Amendment to the Restrictive Covenant between Benton and Franklin Counties Department of Human Services and River of Life Metropolitan Community Church, and to authorize the Chair to sign of behalf of the Board.



 Signature

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER EXECUTING THE FIRST AMENDMENT TO RESTRICTIVE COVENANT
RECORDING NO. 2014-013068 BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF
HUMAN SERVICES AND RIVER OF LIFE METROPOLITAN COMMUNITY CHURCH**

WHEREAS, on April 29, 2014, Benton and Franklin Counties Department of Human Services and River of Life Metropolitan Community Church entered into Grant Agreement #2060-2014-ROLMCC, pursuant to Benton County Resolution No. 2014-359, in which funding was provided for the rehabilitation of the second floor of an existing facility located at 2625 W. Bruneau Place, Kennewick, Washington, to create transitional housing and an emergency shelter for young adults ages 18-24 who are homeless or at risk of homelessness; and

WHEREAS, although funding under the Agreement was allocated and used to rehabilitate the second floor of the building on the Property (i.e., Suites 200-256, which comprise approximately 32,000 square feet of the second floor) and only Suites 200-256 are used for transitional housing and an emergency shelter, the Covenant restricts the possession, use, development, and operation of the entire Property. Benton and Franklin Counties Department of Human Services and River of Life Metropolitan Community Church intended the Covenant to only restrict the possession, use, development, and operation of Suites 200-256 of the Property for purposes consistent with funding eligibility requirements; and

NOW, THEREFORE, BE IT RESOLVED, the Benton and Franklin Counties Department of Human Services and River of Life Metropolitan Community Church mutually agree and certify that all provisions of the Covenant remain in full force and effect as it pertains to the Property, except for the following amendment:

1. *"RESTRICTIVE COVENANT." This section is hereby deleted in its entirety and the following is inserted in its place:*

RESTRICTIVE COVENANT

The Grantee, River of Life Metropolitan Community Church, for itself, and its heirs, executors, transferees, successors, and assigns, hereby covenants and promises that the following described real property shall, for the period stated herein, not be sold, refinanced, assigned, transferred, or otherwise disposed of without the express written consent of Benton County, and to the extent that said express written consent is provided, Grantee, and its heirs, executors, transferees, successors, and assigns, agree to abide by the covenants on the property and assume the obligations of Grantee under the terms of Grant Agreement #2060-2014-ROLMCC between Benton County and River of Life Metropolitan Community Church executed on April 29, 2014; furthermore, Suites 200-256, located on the second floor of the building on the real property, shall be possessed, used, developed, and operated by River of Life Metropolitan Community Church, and its heirs, executors, transferees, successors, and assigns, exclusively for eligible housing activities, as described in RCW 36.22.178, that serve low-income households with incomes at or below fifty (50) percent of the area median income as established by the U.S. Department of Housing and Urban Development (HUD) for the Richland, Kennewick, and Pasco, Washington Metropolitan Statistical Area (MSA).

Description of Property: Lot 1, Patricia's Plat, According to the Plat thereof recorded in Volume 4 of Plats, Page 79, records of Benton County, Washington, Subject to Easements and Restrictions of Record

Tax Parcel ID: 1-0289-207-0000-001

Common Address: 2625 West Bruneau Place, Kennewick, WA 99336

This Covenant shall be in full force and remain in effect until March 31, 2031, at which time the same shall become null and void and no longer binding upon either party or upon the above-described

property. This Covenant may not be revised or modified except upon the mutual consent of River of Life Metropolitan Community Church and Benton County, their successors and assigns.

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, the First Amendment to Restrictive Covenant Recording No. 2014-013068.

Dated thisday of, 2016

Chair

Member

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

Attest: _____
Clerk of the Board

WHEN RECORDED, MAIL TO:

Janet Pierce, Executive Director
River of Life Metropolitan Community Church
2625 W. Bruneau Place, Suite A
Kennewick, WA 99336

Benton Franklin Counties
Department of Human Services
7102 West Okanogan Place, Suite 201
Kennewick, WA 99336

(Space above this line for Recorder's Use)

Parcel ID: 1-0289-207-0000-001

FIRST AMENDMENT TO RESTRICTIVE COVENANT

THIS FIRST AMENDMENT TO RESTRICTIVE COVENANT (the "Amendment") is made this 31st day of August, 2016, by BENTON COUNTY (the "Grantor") and RIVER OF LIFE METROPOLITAN COMMUNITY CHURCH (the "Grantee").

RECITALS

A. On April 29, 2014, Grantor and Grantee entered into Grant Agreement #2060-2014-ROLMCC (the "Agreement"), pursuant to Benton County Resolution No. 2014-359, in which Grantor agreed to provide funding to Grantee for the rehabilitation of the second floor of an existing facility located at 2625 W. Bruneau Place, Kennewick, Washington, to create transitional housing and an emergency shelter for young adults ages 18-24 who are homeless or at risk of homelessness.

B. The source of funding for the Agreement was the Benton County Affordable Housing Surcharge, received pursuant to RCW 36.22.178, which limits use of the funds to specific eligible housing activities, including funding the rehabilitation of housing projects or units that are affordable to very low-income households with incomes at or below fifty (50) percent of the area median income. To ensure the use of grant funds in accordance with these restrictions, the Grantor and Grantee executed a Restrictive Covenant on April 16, 2014, which was recorded on June 3, 2014, under Recording No. 2014-013068, with the Benton County Auditor's Office (the "Covenant").

C. The Covenant encumbers certain real property located at 2625 W. Bruneau Place in the City of Kennewick, Benton County, Washington with Tax Parcel ID No. 1-0289-207-0000-001 (the "Property"), which is zoned Commercial Community. The legal description of the Property is Lot 1, Patricia's Plat, According to the Plat thereof recorded in Volume 4 of Plats, Page 79, records of Benton County, Washington, Subject to Easements and Restrictions of Record.

D. Although funding under the Agreement was allocated and used to rehabilitate the second floor of the building on the Property (*i.e.*, Suites 200-256, which comprise approximately 32,000 square feet of the second floor) and only Suites 200-256 are used for transitional housing and an emergency shelter, the Covenant restricts the possession, use, development, and operation of the entire Property. The Grantor and Grantee intended the Covenant to only restrict the possession, use, development, and operation of Suites 200-256 of the Property for purposes consistent with funding eligibility requirements.

E. Based on the foregoing, Grantor and Grantee desire to execute this Amendment to narrow the scope of the Covenant to restrict only the possession, use, development, and operation of Suites 200-256 of the Property, instead of the entire Property.

NOW THEREFORE, the Grantor and Grantee mutually agree and certify that all provisions of the Covenant remain in full force and effect as it pertains to the Property, except for the following amendment:

1. **"RESTRICTIVE COVENANT." This section is hereby deleted in its entirety and the following is inserted in its place:**

RESTRICTIVE COVENANT

The Grantee, River of Life Metropolitan Community Church, for itself, and its heirs, executors, transferees, successors, and assigns, hereby covenants and promises that the following described real property shall, for the period stated herein, not be sold, refinanced, assigned, transferred, or otherwise disposed of without the express written consent of Benton County, and to the extent that said express written consent is provided, Grantee, and its heirs, executors, transferees, successors, and assigns, agree to abide by the covenants on the property and assume the obligations of Grantee under the terms of Grant Agreement #2060-2014-ROLMCC between Benton County and River of Life Metropolitan Community Church executed on April 29, 2014; furthermore, Suites 200-256, located on the second floor of the building on the real property, shall be possessed, used, developed, and operated by River of Life Metropolitan Community Church, and its heirs, executors, transferees, successors, and assigns, exclusively for eligible housing activities, as described in RCW 36.22.178, that serve low-income households with incomes at or below fifty (50) percent of the area median income as established by the U.S. Department of Housing and Urban Development (HUD) for the Richland, Kennewick, and Pasco, Washington Metropolitan Statistical Area (MSA).

Description of Property: Lot 1, Patricia's Plat, According to the Plat thereof recorded in Volume 4 of Plats, Page 79, records of Benton

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>xx</u>
MEETING DATE: FC 09/28/16 BC 10/11/16	Executive Contract XX	PUBLIC HEARING
SUBJECT: Personal Services Contract with Jennifer M. Azure	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Maria Loera	Pass Motion	2 nd DISCUSSION
Reviewed By: Darryl Banks	Other	OTHER

BACKGROUND INFORMATION

Jennifer M. Azure wishes to contract with the Benton-Franklin Counties Juvenile Justice Center to provide legal services for Attorney representation of persons in all BECCA cases/matters.

SUMMARY

The attached Personal Services Contract commences on October 1, 2016 and expires on September 30, 2017.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Jennifer M. Azure and the Benton-Franklin Counties Juvenile Justice Center for services.

COORDINATION

Coordination of the contract occurred as follows: Maria Loera, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney; Jennifer M. Azure and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

These are state funds whereby we are reimbursed for services which are incorporated in the Juvenile Court's budget. Amount of \$450.00 per docket to be paid out of Fee For Services Dept. 173. No Supplemental required.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the Personal Services Contract with Jennifer M. Azure.

HANDLING/ROUTING

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Maria Loera to disperse.

I certify the above information is accurate and complete.

Maria Loera

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF AWARDING JENNIFER M. AZURE A PERSONAL SERVICES CONTRACT FOR ATTORNEY REPRESENTATION OF PERSONS IN ALL BECCA CASES/MATTERS

WHEREAS, per Resolution 2012-677, "... for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost;" and

WHEREAS, Benton Franklin Counties Juvenile Justice Center would like to enter into a Personal Services Contract with Jennifer M. Azure for Attorney Representation of persons in all BECCA cases/matters; and

WHEREAS, the Juvenile Administrator recommends entering into a Personal Services Contract;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concur with the Juvenile Administrator's recommendation and hereby awards the Personal Services Contract to Jennifer M. Azure in the amount of \$450.00 per docket; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Personal Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences October 1, 2016 and expires on September 30, 2017.

DATED this _____ day of _____ 2016
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____ 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and **Jennifer M. Azure**, attorney at law, Washington State Bar Association #30494 with her principal office at 7135 W. Hood Pl., Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin **October 1, 2016** and shall expire on **September 30, 2017**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The Contractor will provide legal services for Attorney representation of persons in all BECCA cases/matters.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as

may be requested by the COUNTIES.

3. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: Jennifer M. Azure
7135 W. Hood Pl.
Kennewick, WA 99336
Phone: (509) 491-3941
Email: jennifer@azurelawoffice.com

- b. For COUNTIES: Darryl Banks, Administrator
Benton-Franklin Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 222-2316
E-mail: darryl.banks@co.benton.wa.us

4. COMPENSATION

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

- a. Attorney shall be paid as professional service attorney fees, the sum of \$450.00 per docket for Attorney's representation of persons in all BECCA cases/matters under this Contract.

- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

- c. The CONTRACTOR may submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.

- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

5. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

6. HOLD HARMLESS AND INDEMNIFICATION

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

extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES, its officers, officials, employees or agents.

- b. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation, disability benefits, or other employee benefits. In any and all claims against the COUNTIES, its officers, officials, employees and agents by any future employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [6] shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

7. INSURANCE

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. CONTRACTOR shall annually provide COUNTIES with proof of all such insurance.

- b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Counties incur fines or are required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to

protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTIES, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [6]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

- d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (CA0001), or equivalent coverage, in the amount of not less than one hundred thousand dollars (\$100,000) per accident for Bodily Injury and Property Damage combined for any vehicle used in conjunction with the provision of services under this contract to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be

by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by Auto Liability Insurance.

e. Other Insurance Provisions:

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES, its elected and appointed officers, officials, employees and agents.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section [7(a)], shall be written on an Occurrence Policy form.

f. Verification of Coverage and Acceptability of Insurers:
All insurance required under this Contract shall be

issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton and Franklin Counties Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTIES as an "Additional Insured" and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance are to be provided to the Counties Contract Representative referenced in Section 4.b.
3. All written notices under this Section [7] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES Contract Representative referenced in Section 4. b.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton and Franklin Counties Risk Manager at the following address: Benton-Franklin Counties Juvenile Justice Center 5606 W. Canal Place, Suite 106 Kennewick WA 99336.

8. TERMINATION

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determines, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

11. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [4] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTIES.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES contract representative or designee.

12. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

13. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

14. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

15. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTIES agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the COUNTIES.

16. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by

the COUNTIES of any notice of such claim.

17. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

18. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction.

The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

19. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

20. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

21. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid

in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

22. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

23. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

24. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [6] and [16]); extended reporting period requirements for professional liability insurance (Section [7(a)]); inspection and keeping of records and books (Section [13]); litigation hold notice (Section [25]); Public Records Act (Section [26]) and confidentiality (Section [18]).

25. LITIGATION HOLD NOTICE

In the event the COUNTIES learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [13] of this agreement may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the

CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [13].

26. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTIES is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTIES may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTIES by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES release of records covered under the Public Records Act. COUNTIES agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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

AGENDA ITEM: Consent	TYPE OF ACTION NEEDED	CONSENT AGENDA <u>XX</u>
MEETING DATE: FC 09/28/16 BC 10/11/16	Executive Contract XX	PUBLIC HEARING
SUBJECT: Personal Services Contract with Heather R. Villani	Pass Ordinance XX	1 st DISCUSSION
Prepared By: Maria Loera	Pass Motion	2 nd DISCUSSION
Reviewed By: Darryl Banks	Other	OTHER

BACKGROUND INFORMATION

Heather R. Villani wishes to contract with the Benton-Franklin Counties Juvenile Justice Center to provide legal services for Attorney representation of persons in all BECCA cases/matters.

SUMMARY

The attached Personal Services Contract commences on October 1, 2016 and expires on September 30, 2017.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Heather R. Villani and the Benton-Franklin Counties Juvenile Justice Center for services.

COORDINATION

Coordination of the contract occurred as follows: Maria Loera, Senior Administrative Secretary who compiled the contract; Stephen Hallstrom, Benton County Deputy Prosecuting Attorney; Heather R. Villani and Darryl Banks, Administrator for the Benton-Franklin Counties Juvenile Justice Center.

FISCAL IMPACT

These are state funds whereby we are reimbursed for services which are incorporated in the Juvenile Court's budget. Amount of \$450.00 per docket to be paid out of Fee For Services Dept. 173. No Supplemental required.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the Personal Services Contract with Heather R. Villani.

HANDLING/ROUTING

Following signature from Franklin County, route to Benton County for signature. Following signature from Benton County three originals are to be returned to Maria Loera to disperse.

I certify the above information is accurate and complete.

Maria Loera

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF AWARDING HEATHER R. VILLANI A PERSONAL SERVICES CONTRACT FOR ATTORNEY REPRESENTATION OF PERSONS IN ALL BECCA CASES/MATTERS

WHEREAS, per Resolution 2012-677, "...for all contracts for non-public works services the county need not advertise or follow a formal competitive bidding procedure, but may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost;" and

WHEREAS, Benton Franklin Counties Juvenile Justice Center would like to enter into a Personal Services Contract with Heather R. Villani for Attorney Representation of persons in all BECCA cases/matters; and

WHEREAS, the Juvenile Administrator recommends entering into a Personal Services Contract;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Benton County Commissioners, Benton County, Washington; and the Board of Franklin County Commissioners, Franklin County, Washington, concur with the Juvenile Administrator's recommendation and hereby awards the Personal Services Contract to Heather R. Villani in the amount of \$450.00 per docket; and

BE IT FURTHER RESOLVED, that the Chairman is authorized to sign the attached Personal Services Contract; and

BE IT FURTHER RESOLVED, the term of the attached contract commences October 1, 2016 and expires on September 30, 2017.

DATED this _____ day of _____, 2016
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this _____ day of _____, 2016
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**BENTON-FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision of the State of Washington, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTIES"), and **Heather R. Villani**, attorney at law, Washington State Bar Association #44973 with her principal office at 1030 N. Center Parkway, Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. DURATION OF CONTRACT

The term of this Contract shall begin **October 1, 2016** and shall expire on **September 30, 2017**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The Contractor will provide legal services for Attorney representation of persons in all BECCA cases/matters.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTIES from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as

may be requested by the COUNTIES.

3. CONTRACT REPRESENTATIVES

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

- a. For CONTRACTOR: **Heather R. Villani**
1030 N. Center Parkway
Kennewick, WA 99336
Phone: (509) 735-5099
Email: Heather.Villani@hotmail.com

- b. For COUNTIES: **Darryl Banks, Administrator**
Benton-Franklin Juvenile Justice Center
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
Phone: (509) 222-2316
E-mail: darryl.banks@co.benton.wa.us

4. COMPENSATION

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

- a. Attorney shall be paid as professional service attorney fees, the sum of \$450.00 per docket for Attorney's representation of persons in all BECCA cases/matters under this Contract.

- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

- c. The CONTRACTOR may submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt.

- d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.

- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

5. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.
- b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

6. HOLD HARMLESS AND INDEMNIFICATION

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

extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTIES, its officers, officials, employees or agents.

- b. Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation, disability benefits, or other employee benefits. In any and all claims against the COUNTIES, its officers, officials, employees and agents by any future employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section [6] shall survive termination and expiration of this Contract.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

7. INSURANCE

- a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) each claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. CONTRACTOR shall annually provide COUNTIES with proof of all such insurance.

- b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and Counties incur fines or are required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by Counties to Contractor for performance of this Contract.

- c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to

protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTIES, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section [6]. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

- d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (CA0001), or equivalent coverage, in the amount of not less than one hundred thousand dollars (\$100,000) per accident for Bodily Injury and Property Damage combined for any vehicle used in conjunction with the provision of services under this contract to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be

by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR waives all rights against the COUNTY for the recovery of damages to the extent they are covered by Auto Liability Insurance.

e. Other Insurance Provisions:

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES, its elected and appointed officers, officials, employees and agents.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES, its officers, officials, employees or agents.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section [7(a)], shall be written on an Occurrence Policy form.

f. Verification of Coverage and Acceptability of Insurers:
All insurance required under this Contract shall be

issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton and Franklin Counties Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTIES as an "Additional Insured" and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance are to be provided to the Counties Contract Representative referenced in Section 4.b.
3. All written notices under this Section [7] and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES Contract Representative referenced in Section 4. b.
4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton and Franklin Counties Risk Manager at the following address: Benton-Franklin Counties Juvenile Justice Center 5606 W. Canal Place, Suite 106 Kennewick WA 99336.

8. TERMINATION

- a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determines, in its sole discretion, that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTIES.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

11. INDEPENDENT CONTRACTOR

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section [4] of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTIES.
- d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES contract representative or designee.

12. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

13. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

14. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

15. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTIES agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the COUNTIES.

16. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTIES, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by

REV. 3/2012

the COUNTIES of any notice of such claim.

17. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTIES Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

18. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction.

The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

19. CHOICE OF LAW, JURISDICTION AND VENUE

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton and Franklin Counties, Washington.

20. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

21. SEVERABILITY

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid

in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

22. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

23. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

24. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections [6] and [16]); extended reporting period requirements for professional liability insurance (Section [7(a)]); inspection and keeping of records and books (Section [13]); litigation hold notice (Section [25]); Public Records Act (Section [26]) and confidentiality (Section [18]).

25. LITIGATION HOLD NOTICE

In the event the COUNTIES learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section [13] of this agreement may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the

CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section [13].

26. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTIES is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTIES may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its possession, which may include records provided to the COUNTIES by CONTRACTOR that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES release of records covered under the Public Records Act. COUNTIES agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS
Agenda Request Summary

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

Requested meeting date: Oct 11, 2016
Presentation length:
Presenting elected office/department: OPD
Prepared by: Eric Hsu
Reviewed by: Loretta Smith-Kelty

BACKGROUND INFORMATION

Resolution 2016-312 (later modified by Resolution 2016-399) created and funded a line item in the Public Safety Tax Fund (0148.101.515.910.1656) with the title of Legal Process Assistant II ("LPA II") to be utilized by the Office of Public Defense ("OPD"). However, the Public Defense Manager has determined that the needs of OPD are better served by a person under the position title of "Executive Assistant." Therefore the proposed resolution changes this position title from LPA II to Executive Assistant.

SUMMARY

Proposed resolution changes position title for Line Item 0148.101.515.910.1656 from "LPA II" to "Executive Assistant."

RECOMMENDATION

Execute resolution as proposed.

ANTICIPATED FISCAL IMPACT

None

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CHANGING THE TITLE OF THE PUBLIC SAFETY TAX FUND LINE ITEM 0148.101.515.910.1656 FROM "LEGAL PROCESS ASSISTANT" TO "EXECUTIVE ASSISTANT"

WHEREAS, the Board of County Commissioners, by and through Resolution 2016-312, later modified by Resolution 2016-399, transferred funding to the Public Safety Tax Fund to the newly created line item 0148.101.515.910.1656 and titled the position "Legal Process Assistant II; and

WHEREAS, this position was intended by use by the Office of Public Defense; and

WHEREAS, the Public Defense Manager has determined that the Office of Public Defense would be better served by a staff person under the position title "Executive Assistant"; and

WHEREAS, it is therefore appropriate to change the position title of the Public Safety Tax Fund Line Item 0148.101.515.910.1656 from "Legal Process Assistant II" to "Executive Assistant."

NOW THEREFORE, BE IT RESOLVED THAT the position title for Public Safety Tax Fund line item 0148.101.515.910.1656 be changed from Legal Process Assistant II" to "Executive Assistant."

Dated this day of , 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

i. Change of Title of Assistant
Cartographer in the Assessor's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>10/11/2016</u>	Execute Contract	Consent Agenda X
Subject: <u>Title Change Assessor Assistant Cartographer to Office Assistant IV</u>	Pass Resolution X	Public Hearing
Prepared by: <u>L. Wingfield</u>	Pass Ordinance	1st Discussion
Reviewed by: <u>B. Spencer</u>	Pass Motion	2nd Discussion
	Other	Other

BACKGROUND INFORMATION

The Benton County Assessor wishes to change the vacant Assistant Cartographer position to Office Assistant IV position. This resolution will change the line item title in order for the Assessor to fill the position as an Office Assistant IV. The Assistant Cartographer position and Office Assistant IV are the same grade on the Courthouse Union salary schedule.

SUMMARY

See above.

RECOMMENDATION

Recommend approving the attached Resolution to change the title of line item 0000101.101.00000.514.240.11.04 from Assistant Cartographer to Office Assistant IV.

FISCAL IMPACT

No fiscal impact.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CHANGING THE TITLE OF LINE ITEM 0000101.101.00000.514.240.1104 FROM ASSISTANT CARTOGRAPHER TO OFFICE ASSISTANT IV.

WHEREAS, the Benton County Assessor has brought to the attention of the Personnel Resources Department that there is a need to change their vacant Assistant Cartographer position to a more generic Office Assistant IV position; and

WHEREAS, the Assistant Cartographer position and Office Assistant IV are the same grade on the Courthouse Union salary schedule and therefore create no budget implications; and

WHEREAS, having an Office Assistant IV gives the Assessor's Office more flexibility to achieve their goals with this broader position; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners, hereby approves the recommended title change from Assistant Cartographer to Office Assistant IV for line item 0000101.101.00000.514.240.1104; and,

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners retains the right to modify or repeal this determination at their discretion and without prior notification; and,

BE IT FURTHER RESOLVED, that this Resolution is not intended nor shall be interpreted as limiting or compromising the County's "at will" employer status.

Dated this _____ day of _____, 20__.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	October 11, 2016	Execute Contract	_____	Consent Agenda	<u> X </u>
Subject:	Lease Agreement	Pass Resolution	<u> X </u>	Public Hearing	_____
Prepared by:	C. Fraley	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	R. Brown	Pass Motion	_____	2nd Discussion	_____
		Other	_____	Other	_____

BACKGROUND INFORMATION: The Support, Advocacy & Resource Center (SARC) and Benton County jointly rent office space and have done so for years. SARC has purchased land and is having a building constructed. Estimated completion is April 3, 2017. Under their current lease, SARC and the County can terminate with six months' notice. Therefore, SARC would like it and the County to send notice of their election to terminate the lease for the office space located at 830 North Columbia Center Boulevard, Suite H, Kennewick, WA, as of April 30, 2017.

SUMMARY: See above.

RECOMMENDATION: Approve a resolution authorizing the Chair to sign the letter giving notice of the intent to terminate the lease for the above-described facility.

FISCAL IMPACT:

MOTION: I move that we approve the resolution indicating our agreement to sign the letter terminating the lease for the facility located at 830 North Columbia Center Boulevard, Suite H, Kennewick, WA.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF TERMINATION OF THE LEASE FOR THE FACILITY LOCATED
AT 830 NORTH COLUMBIA CENTER BOULEVARD, SUITE H, KENNEWICK,
WASHINGTON.

WHEREAS, representatives for the Support, Advocacy & Resource Center (SARC) and
for Benton County have elected to terminate the lease for the facility located at 830 North
Columbia Center Boulevard, Suite H, Kennewick, WA, and

NOW THEREFORE,

BE IT RESOLVED, that the Benton County Board of Commissioners authorize the Chair
to sign a letter terminating the lease as of April 30, 2017.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board



"Striving For a Community without Victims"

Board of Directors

October 3, 2016

Adam Austin,
Columbia Basin College

Sharon Adkins,
WA Education Assoc.
Retired

Monica Cisneros,
Umpqua Bank

Betsy Dickinson,
Kennewick School
District

Kevin Hartzel,
WA State Attorney
General's Office

Marilyn Heasley
Self Employed

Craig Littrell,
Kennewick Police
Dept.

Jim Raymond,
Franklin Co. Sheriff
Dept.

Desiree Reynolds

Cindy Rochleau,
DuPont Pioneer

Leslie Sievers,
Kennewick School
District

Kari Skinner

Advisory Board

Jerome Delvin,
Benton County
Commissioner

Michael Henry, MA ABS,
Private Practice

Ted and Amy Wong
C/o Crown Property Management
552 N. Colorado Suite 101
Kennewick, WA 99336

Dear Mr. and Mrs. Wong:

The Support, Advocacy & Resource Center (SARC) and Benton County submit this written notice of their election to terminate our lease for the office space on 830 North Columbia Center Blvd Suite H, Kennewick, WA as of April 30, 2017. This notice is provided pursuant to section 37 of our 2006 Lease Agreement as amended on May 21, 2014.

SARC is in the process of building a new facility to meet expansion needs of the agency. The building is scheduled to be completed April 3, 2017.

If you have any questions, please contact Ms. Garretson.

Sincerely,

SARC

JoDee Garretson
Executive Director

BENTON COUNTY

Shon Small, Chair of Board of Commissioners

k. Purchase of 2015 Chrysler 300
from Leskovar Mitsubishi for
Sheriff's Office

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Oct. 11, 2016</u>	Execute Contract	_____
Subject: <u>Vehicle Purchase Resolution</u>	Pass Resolution	<u> X </u>
Prepared by: <u>L. Small</u>	Pass Ordinance	_____
Reviewed by: <u>Undersheriff</u>	Pass Motion	_____
	Other	_____
	Consent Agenda	<u> X </u>
	Public Hearing	_____
	1st Discussion	_____
	2nd Discussion	_____
	Other	_____

BACKGROUND INFORMATION/ SUMMARY

As per Resolution 2016-305 the Board of Benton County Commissioners approved the Budget Adjustments to the 2015-2016 Public Safety Tax Fund No. 0148-101, Dept. 122 to cover one additional Detective for the Metro Drug Task Force and all necessary supplies/equipment, to include a vehicle.

The Benton County Sheriff's Office (BCSO) solicited quotes from the following companies listed on the MRSC Vendor's List under "Car Dealers" for a used Chrysler 300 4-door Sedan Limited AWD to be used by the new Metro Drug Task Force Detective as an undercover car:

- Leskovar Mitsubishi, Kennewick, WA - \$24,999.85 including WSST
- Owen Equipment, Kent, WA – Declined
- Ultra Motorsports, Puyallup, WA – Did not respond

RECOMMENDATION

BCSO reviewed the quote and recommends awarding the purchase of said vehicle to Leskovar Mitsubishi, Kennewick, WA as being the only responsive bidder providing a quote that matches what BCSO was looking for to be used by the Metro Detective and paid out of the Public Safety Tax Fund No. 0148-101, Dept. 122.

FISCAL IMPACT

Total amount to be paid is \$24,999.85 from the Public Safety Tax Fund No. 0148-101, Dept. 122.

MOTION

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF A 2015 CHRYSLER 300 4-DOOR SEDAN LIMITED AWD VEHICLE FROM LESKOVAR MITSUBISHI TO BE UTILIZED BY THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WA

WHEREAS, per Resolution 2016-305 the Board of Benton County Commissioners approved the Budget Adjustments to the 2015-2016 Public Safety Tax Fund No. 0148-101, Dept. 122 to cover one additional Detective for the Metro Drug Task Force and all necessary supplies/equipment; and

WHEREAS, the Benton County Sheriff's Office (BCSO) solicited quotes from the following companies listed on the MRSC Vendor's List under "Car Dealers" for a used Chrysler 300 4-door Sedan Limited AWD to be used by the new Metro Drug Task Force Detective:

- Leskovar Mitsubishi, Kennewick, WA - \$24,999.85 including WSST
- Owen Equipment, Kent, WA – Declined
- Ultra Motorsports, Puyallup, WA – Did not respond

WHEREAS, Leskovar Lincoln Mercury, Inc. dba/ Leskovar Mitsubishi, Kennewick, WA was the only company who responded with a quote for a 2015 Chrysler 300 4-door Sedan Limited AWD for an amount of \$24,999.85, including Washington State Sales Tax; and

WHEREAS, the BCSO reviewed the quote and recommends awarding the purchase of said vehicle to Leskovar Mitsubishi, Kennewick, WA as being the only responsive bidder as part of the supplies and equipment needed for the additional Detective to be paid out of the Public Safety Tax Fund No. 0148-101, Dept. 122; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, concurs with the recommendation and hereby authorizes the purchase of a 2015 Chrysler 300 4-door Sedan Limited AWD from Leskovar Lincoln Mercury, Inc. dba/ Leskovar Mitsubishi, Kennewick, WA for an amount of \$24,999.85 including WSST.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington

Attest.....
Clerk of the Board

Leskovar Mitsubishi Proposal

LESKOVAR.COM 509-735-7575

BUY A CAR FROM LESKOVAR



exclusively for Benton County Sherriff
By: Richard Lidell

VEHICLE INFORMATION

STOCK #	<u>P9941</u>	YEAR	<u>2015</u>	October 03, 2016
VIN #	<u>2C3CCARG0FH842288</u>	MAKE	<u>Chrysler</u>	
MILEAGE	<u>28083</u>	MODEL	<u>300</u>	
ENGINE	<u>3.6</u>	STYLE	<u>4d Sedan Limited AWD</u>	
TRANS.	<u>Automatic</u>	COLOR	<u>WHITE</u>	

FEATURES

ABS (4-Wheel)	Bluetooth Wireless
Air Bags (Side): Front	Camera: Backup/Rear View
Air Bags: Dual Front	CD: MP3 (Single)
Air Bags: F&R Head Cu	Cruise Control
Air Conditioning	Daytime Running Lights
AM/FM Stereo	Fog Lamps
Auto Climate Control	Hill Start Assist Control
Automatic 8-Spd	Keyless Entry
Auxiliary Audio Input	Leather
AWD	Mirrors: Power

Sale Price \$22,882.00
Trade Value \$0.00
Factory Cash \$0.00
+ Tax \$1,967.85
Negotiable Fee \$150.00
+ Payoff \$0.00
Total \$24,999.85
Balance Due \$24,999.85

-- All payments and rate quotes are approximate and subject to approved credit --

Benton County Sherriff Acceptance _____

Dealer Signature _____

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY WASHINGTON:

IN THE MATTER OF AMENDING RESOLUTION 2015-695 CLOSING GROSSCUP ROAD FROM YAKIMA RIVER ROAD TO THE END OF THE COUNTY ROAD TO ALL VEHICLE TRAFFIC ON AN ANNUAL BASIS

WHEREAS, Resolution 2015-695 dated October 6, 2015 closed Grosscup Road from Yakima River Road to the end of the County road to all vehicle traffic on an annual basis beginning April 1st and ending September 30th; and

WHEREAS, the Board has determined that it would be in the public interest to extend the annual closure to October 31st; **NOW THEREFORE**,

BE IT RESOLVED that Resolution 2015-695 is hereby amended to read that Grosscup Road from approximately mile post 0.62 to the end of the County road be closed annually to all vehicles during the period beginning April 1st and ending October 31st and that the area be open to emergency vehicles and pedestrian traffic only; and

BE IT FURTHER RESOLVED that this Resolution shall be published at least once in the official newspaper of the County, and, thereafter that any person guilty of violating this Resolution shall be guilty of a misdemeanor in accordance with the law.

Dated this 11th day of October 2016.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton
County, Washington

Attest: _____
Clerk of the Board

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: SUMMIT VIEW PHASES 11

WHEREAS, plans for the above referenced project, having been signed by the County Engineer, are hereby presented for approval to the Board of County Commissioners; **NOW, THEREFORE**

BE IT RESOLVED, that the plans be and hereby are approved and that the Chairman is authorized to sign the construction plans of Summit View Phases 11 with the roads named Wallowa Road.

Dated this 11th day of October 2016.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 10-11-16	Execute Contract	_____
Subject: <u>Notice of Bid</u>	Pass Resolution	<u> X </u>
<u>Award to Southern</u>	Pass Ordinance	_____
<u>Folger</u>	Pass Motion	_____
Prepared by: <u>D. Waggoner</u>	Other	_____
Reviewed by:		

Consent Agenda	_____
Public Hearing	_____
1st Discussion	<u> X </u>
2nd Discussion	_____
Other	_____

BACKGROUND INFORMATION / SUMMARY

On May 10, 2016, the Facilities Department issued an RFP for a 3-stage selection process to select a contractor for the Justice Center Security System Retrofit. Stage I consisted of receiving and scoring the eight proposals that were received. Stage II consisted of interviewing the top 4 contractors. Stage III consisted of the top 3 contractors submitting bids. Those bids were scored and the scores were tallied.

Southern Folger: Final Score= 927 points,
Base Bid= \$2,610,000.00, Alternate 1= \$39,800.00, Alternate 2= \$22,000.00
Total Bid= \$2,671,800.00

Argyle Security: Final Score= 813 points
Base Bid= \$2,992,870.00, Alternate 1= \$44,195.00, Alternate 2= \$22,850.00
Total Bid= \$3,059,915.00

Sierra Detention: Final Score= 720 points
Base Bid= \$3,336,658.00, Alternate 1= \$50,190.00, Alternate 2= \$101,348.00
Total Bid= \$3,488,196.00

RECOMMENDATION

The Facilities Manager, Public Services Administrator, Project Manager, and the rest of the selection committee recommends awarding the bid to Southern Folger Detention Equipment Company, LLC of San Antonio, TX, and pursuing a Public Works Contract with Southern Folger Detention Equipment Company, LLC of San Antonio, TX, that includes the Base Bid, Alternate #1 and Alternate #2, for the purchase and installation of security equipment in accordance with the Stage III bid documents and specifications.

FISCAL IMPACT

Total cost will be approximately \$3,200,000.00 including WSST, fees and a 10% contingency. This is Capital Fund project.

MOTION

Move to approve the attached resolution to allow the Facilities Manager to award the bid to Southern Folger Detention Equipment Company, LLC, and to prepare a contract between Benton County and Southern Folger Detention Equipment Company, LLC. to be placed on the agenda at a later date.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BID AWARD TO SOUTHERN FOLGER DETENTION EQUIPMENT COMPANY, LLC AND PREPARATION OF A PUBLIC WORKS CONTRACT WITH SOUTHERN FOLGER DETENTION EQUIPMENT COMPANY, LLC FOR THE PURCHASE AND INSTALLATION OF SECURITY SYSTEMS EQUIPMENT IN SUPPORT OF THE SECURITY SYSTEMS RETROFIT PROJECT:

WHEREAS, Resolution 2016-390 authorized the advertisement of a Request for Proposal for a 3-stage selection process to select a contractor for the Justice Center Security System Retrofit, with Stage I consisting of receiving and scoring the eight (8) proposals that were received, Stage II consisted of interviewing the top 4 contractors, and Stage III consisted of the top 3 contractors submitting bids. Those bids were scored and the scores of all 3 Stages were tallied; and

WHEREAS, the total scores and bid amounts are as follows:

Southern Folger Detention Equipment Co., LLC, San Antonio, TX – Contractors License # SOUTHFD931JE:
Final Score= 927 points,
Base Bid= \$2,610,000.00, Alternate 1= \$39,800.00, Alternate 2= \$22,000.00
Total Bid= \$2,671,800.00

Argyle Security, San Antonio, TX – Contractors License # METROCS882M4:
Final Score= 813 points
Base Bid= \$2,992,870.00, Alternate 1= \$44,195.00, Alternate 2= \$22,850.00
Total Bid= \$3,059,915.00

Sierra Detention Systems, Inc., Brighton, CO – Contractors License # SIERRDS920NF:
Final Score= 720 points
Base Bid= \$3,336,658.00, Alternate 1= \$50,190.00, Alternate 2= \$101,348.00
Total Bid= \$3,488,196.00

WHEREAS, the above dollar amounts do not include W.S.S.T.; and

WHEREAS, the selection committee recommends accepting the base bid, along with Alternate #1 and Alternate #2; and

WHEREAS, the Facilities Manager, Public Services Administrator, Project Manager, and the rest of the selection committee recommends pursuing a Public Works Contract with Southern Folger Detention Equipment Company, LLC, San Antonio, TX for the purchase and installation of security equipment in accordance with the Stage III bid documents and specifications; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners hereby concurs with the recommendation and awards the bid to Southern Folger Detention Equipment Company, LLC of San Antonio, TX as the company with the highest overall score and lowest bid proposal; and

BE IT FURTHER RESOLVED, the Board hereby authorizes staff to prepare a Public Works Contract between Benton County and Southern Folger Detention Equipment Company, LLC of San Antonio, TX to be placed on the agenda at a later date.

Dated this day of , 2016.

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

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

SECTION 00 4100

BID FORM

PROJECT IDENTIFICATION: Benton County
SECURITY SYSTEM RETROFIT
Kennewick, WA

THIS BID SUBMITTED TO: Attention: Larry Hueter
Project Manager
7122 W. Okanogan Pl., Bldg A
Kennewick, WA 99336

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into the Contract Agreement with the Owner in the form included in the Contract Documents, and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for thirty (30) days after the date of bid opening. The Bidder will execute and deliver to the Owner the Contract Agreement within ten (10) days after the date of the Owner's Notice of Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Contract Agreement, that:

A. Bidder has examined copies of all of the Bidding Documents and the Contract Documents and of the following Addenda, if issued. Receipt of the following Addenda is hereby acknowledged:

Date:	Number:
<u>9/16/16</u>	<u>1</u>
<u>9/22/16</u>	<u>2</u>
_____	_____

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- D. Bidder is familiar with and is satisfied as to all federal, state, and local laws, rules, and

regulations that may affect cost, progress, performance, and furnishing of the Work.

- E. Bidder has given Security Engineer written notice of all conflicts, errors, ambiguities, or discrepancies in the Contract Documents, and the written resolution of any conflicts, errors, ambiguities, or discrepancies by Security Engineer is acceptable to Bidder. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - F. Where conflicts, errors, ambiguities, or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where conflicts, errors, ambiguities, or discrepancies have not been resolved through the interpretations or clarifications of the Security Engineer, in the manner described in the Instructions to Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.
 - G. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid. The Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. The Bidder has not sought by collusion to obtain for himself or herself any advantage over any other Bidder or over the Owner.
- 4. The Bidder will complete the Work for the prices set forth in this Bid Form.
 - 5. The Bidder agrees that the Work will be completed in accordance with the Contract Time stated in the Contract Agreement. The Bidder accepts the provisions of the Contract Agreement as to Liquidated Damages, in the event of Bidder's failure to complete the Work on time.
 - 6. The following documents are attached hereto and must be submitted in order for the Bid to be considered:
 - A. Affidavit of Non-Collusion (Section 004519)
 - B. Anti-Discrimination Certificate (Section 004536)
 - 7. Communications concerning this Bid shall be addressed to the address of the Bidder indicated below:

James Harris

4634 S. Presa

San Antonio, Texas 78223

Phone (210) 531-2719 Fax (210) 533-2211

Email: JHarris@southernfolger.com

BID SCHEDULE

Base Bid: New security system with digital cameras, electronic card access control system, duress alarms, touch screen equipment, handheld devices for door access in the jail, and PLC-based control systems with computer programs and network capabilities.

LUMP SUM (excluding sales tax) \$ 2,610,000

LUMP SUM (excluding sales tax), in words:
Two Million, Six Hundred Ten Thousand Dollars

Additive Alternate No. #1 - Provide extended warranty for an additional 12 months.

LUMP SUM (excluding sales tax) \$ 39,800

LUMP SUM (excluding sales tax), in words:
Thirty - Nine Thousand, Eight Hundred Dollars

Additive Alternate No. #2 - Existing IP based cameras (total of 32) shall be replaced with the new Pelco IP cameras. The cameras shall be Sarix® IME Series Mini Domes (3MP).

LUMP SUM (excluding sales tax) \$ 22,000

LUMP SUM (excluding sales tax), in words:
Twenty - Two Thousand Dollars

SUBMITTED ON SEPTEMBER 27, 2016

The party submitting this Bid, and who will enter into the Contract Agreement with the Owner if the Bid is accepted, is a corporation, partnership, or individual doing business at the following address:

4634 S. Presa
(Street)
San Antonio Texas 78223
(City) (State) (Zip Code)

The undersigned hereby certifies and represents to signing this Bid on behalf of the Bidder and is authorized to do so.

Southern Folger Detention Equipment Co., LLC
Legal Name of Bidding Organization

[Signature]
Signature of Authorized Person

JAMES W HARRIS
Partner of Firm or Official of Corporation

ESTIMATING MANAGER
Title

SECTION 00 4343 (See at the end of Part A)

END OF SECTION 00 4343

SECTION 00 4519

AFFIDAVIT OF NON-COLLUSION

Benton County
SECURITY SYSTEM RETROFIT
Kennewick, WA

STATE OF WASHINGTON

Benton County

I, JAMES W HARRIS (Contractor), being first duly sworn, certify that the Bid submitted for the above-named Project is a genuine Bid, and not a sham or collusive Bid or a Bid made in the interest or on behalf of any person not named in the Bid. I further certify that the Bidder has not directly or indirectly induced or solicited any other Bidder on the above-named Project to put in a sham Bid or any other person or corporation to refrain from bidding, or in any manner sought by collusion to secure an advantage over any other Bidder.

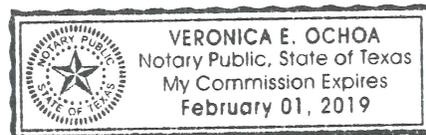
SOUTHERN FOLGER DETENTION EQUIPMENT CO. LLC
(Company Name)

[Signature]
(Contractor's Signature)

JAMES W HARRIS ESTIMATING
(Typed Name and Title) MANAGER

SUBSCRIBED and SWORN to before me this 26 day of September, 2016

[Signature]
Veronica E. Ochoa
NOTARY PUBLIC in and for the State of Washington, residing at _____



SECTION 00 4536

ANTI-DISCRIMINATION CERTIFICATE

Benton County
SECURITY SYSTEM RETROFIT
Kennewick, WA

STATE OF WASHINGTON

Benton County

The Bidder hereby stipulates that no person will be discriminated against in the bidding of services and/or materials for the above-named Project, and that the Bidder will not refuse employment to any person related to the Contract because of the person's age, race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or disability, including sensory, mental, or physical disability, unless based on a bona fide occupational qualification. Any such discrimination will be deemed a violation of this Bid and will render this Bid subject to forfeiture.

SOUTHERN FOLGER RETENTION EQUIPMENT CO. LLC
(Company Name)

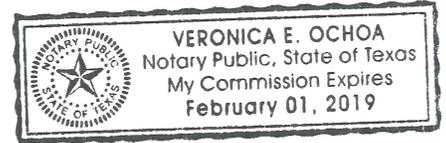
[Signature]
(Bidder's Signature)

JAMES W HARRIS
(Typed Name and Title) ESTIMATING MANAGER

SUBSCRIBED and SWORN to before me this 26 day of September, 2016.

[Signature]
Veronica E. Ochoa

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



Tuesday, September 27, 2016

Benton County Justice Center
7122 W. Okanogan Pl
Kennewick, WA 99336

Attention: Larry Hueter

Reference: Benton County Justice Center – Security System Retrofit

Mr. Hueter:

We are submitting the following information per Instruction to Bidders:

1. Part 9.0 – Subcontractors and Others
 - a. **Electrical Subcontractor Listed**

- i. Sierra Electric Inc
4120 Swallow Ave.
Pasco, WA 99302

Project Manager – Jake Raines
Onsite Foreman – Lonny Price
Assistant Foreman – Brian Cothorn

Sierra Electric will work under the direct supervision of the Southern Folger Project Superintendent that will be onsite through the duration of the project.

Thank you for your reply the above requests. If any clarification is required, I can be reached at 210-531-4130.

Sincerely:

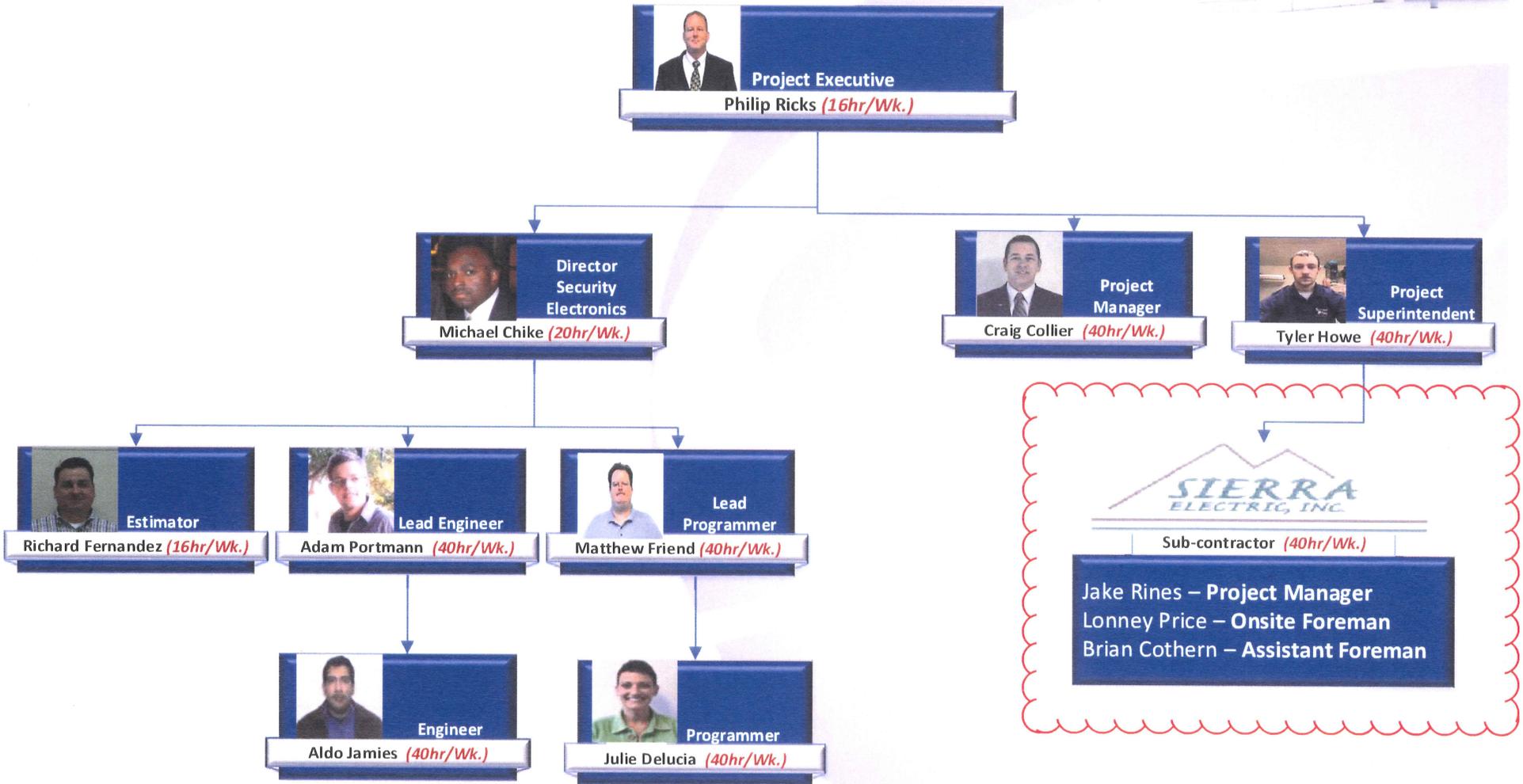
SOUTHERN FOLGER DETENTION EQUIPMENT COMPANY, LLC
A Division of Phelps-Tointon, Inc.



Richard Fernandez
Estimating



PROJECT TEAM



Statement of Commitment

By listing the individuals above, Southern Folger is making a commitment that they are the personnel who will be assigned to the project. Any changes to the personnel will be approved by the county.

<p><u>AGENDA ITEM</u> MTG. DATE: October 11, 2016 SUBJECT: Public meeting to consider an Ordinance amending BCC 9.08.036 and 9.08.037 MEMO DATE: September 28, 2016 Prepared By: Michael Shuttleworth</p>	<p><u>TYPE OF ACTION</u> <u>NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance X Pass Motion X Other</p>	<p>Consent Agenda Public Hearing Public Meeting X 1st Discussion 2nd Discussion Other</p>
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BACKGROUND INFORMATION

The attached draft ordinance will amend Benton County Code Section 9.08.036 and BCC 9.08.037. The proposed ordinance would increase the length of time that a final plat may be submitted after the preliminary plat is approved. The proposed ordinance final plat timelines are as follows: Ten years for a preliminary plat approved on or before December 31, 2007; Seven years for a preliminary plat approved between January 1, 2008 and December 31, 2014; and five years for a preliminary plat approved on or after January 1, 2015.

On September 13, 2016, the Benton County Planning Commission conducted a public hearing on the draft Ordinance. After considering all testimony presented the Planning Commission voted to recommend approval of the Ordinance and request that their recommendation be forwarded to the Board of County Commissioners.

Attached to this memo is the draft ordinance and the Planning Commission's findings and recommendation, and staff memo. The Board of County Commissioners will consider the proposed ordinance at a public meeting.

SUMMARY

The Board is considering an ordinance that would amend the Benton County Code Section 9.08.036 and 9.08.037 to change the length of time length of time that a final plat must be submitted after the preliminary plat is approved to be consistent with the Revised Code of Washington.

RECOMMENDATION

It is the recommendation of the Planning Commission that the Board of County Commissioners adopt the proposed ordinance.

MOTION

The Board approve the amendment to the Benton County Code 9.08.036 and 9.08.037 as proposed in attached ordinance and adopt the Planning Commission findings of fact and conclusions as their own.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING: RELATING TO PLATTING AND SUBDIVISION AN
ORDINANCE AMENDMENT RELATING TO FINAL PLAT SUBMITTALS; AMENDING ORDINANCE 102,
SECTION 3.06, ORDINANCES 125, SECTION 10, ORDINANCE 394, SECTION 2, ORDINANCE 474,
SECTION 18, ORDINANCE 498, SECTION 1 AND BCC 9.08.036, AMENDING ORDINANCE 102,
SECTION 3.07, ORDINANCE 394, SECTION 3, ORDINANCE 474, SECTION 19, ORDINANCES 498,
SECTION 2 AND BCC 9.08.037.

WHEREAS, the Benton County Planning Commission after conducting an open record hearing and
review on September 13, 2016, has recommended APPROVAL of the proposed ordinance; and,

WHEREAS, the Board of County Commissioners did conduct a public meeting on Tuesday, October
11, 2016, at 9.00 a.m. in the Commissioners Meeting Room, Third Floor of the Courthouse, Prosser,
Washington to consider the above proposed change in zoning code; and,

WHEREAS, the Board did review the Planning Commission and staff recommendations, the
testimony and the proposed ordinance; and,

WHEREAS, the Board of County Commissioners is satisfied that it appears to be in the best interest
of the public to adopt said ordinance and respective amendments; NOW THEREFORE,

BE IT RESOLVED, that the Board of County Commissioners adopts by reference the Planning
Commission's Recommendation, Findings of Fact, and Conclusions dated September 26, 2016 and
retained in the Planning Office as their own;

BE IT ALSO RESOLVED, that Ordinance No. _____, an ordinance relating to final plats be
adopted and shall take effect upon the date of approval and signature.

Dated this 11th day of October 2016.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

MES

RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION

RE: In the Matter of County Planning:
Relating to zoning, amending Benton
County Code 9.08.036 and 9.08.037
relating to platting and subdivision

RECOMMENDATION,
FINDINGS OF FACT
AND CONCLUSIONS

RECOMMENDATION

An ordinance amendment to BCC 9.08.036 and 9.08.037 regarding preliminary plat approval timelines including alterations, additions and deletions of portions of BCC 9.08. Amending Ordinance 102, Section 3.06, Ordinance 125, Section 10, Ordinance 394, Section 2, Ordinance 474, Section 18, Ordinance 498, Section 1 and BCC 9.08.036; amending Ordinance 102, Section 3.07, Ordinance 394, Section 3, Ordinance 474, Section 19, Ordinance 498, Section 2 and BCC 9.08.037.

RESOLUTION

WHEREAS, the Legal notification pursuant to the Benton County Code, Title 9, Chapter 9.08 was given on September 1, 2016; and,

WHEREAS, the public hearing was held on September 13, 2016, at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the following members were present, Martin Sheeran, Marjorie Kaspar, James Willard, Leo Perales, and Dean Burows, with one absence and one vacancy; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on September 1, 2016; and,

WHEREAS, the Planning Commission considered all testimony and, after questions to those giving testimony, closed the public portion of the hearing; and,

WHEREAS, the Planning Commission at an open public hearing held on September 13, 2016, considered the evidence submitted and voted five in favor with one absence and one vacancy to recommend approval of the proposal; and,

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS AND CONCLUSIONS

1. The proposed ordinance amendment is found to be in conformance with the intent of the Benton County Comprehensive Plan.
2. Testimony was received regarding the proposed ordinance.
3. The record does establish the need for the proposed ordinance(s) and amendment(s).
4. The Planning Commission has determined that this action is categorically exempt from SEPA and therefore no Environmental Determination was issued.
5. The record indicates that approval of the proposed ordinance(s) and amendment(s) would be in the public interest.
6. The Planning Commission has received a staff memo dated August 12, 2016 which includes various issues, findings and information and agrees with the information found in the staff memo including the changes to the proposed ordinances as recommended by staff.

THEREFORE BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman, adopts these findings and conclusions with respect to the aforementioned ordinance amendment and such ordinance amendment is hereby recommended to the Board of County Commissioners for approval.


Martin Sheeran, Chairman 8/26/16
DATE
BENTON COUNTY PLANNING COMMISSION

Benton County Planning Department

Planning Annex, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

PCM 1.1

DATE: AUGUST 12, 2016
TO: BENTON COUNTY PLANNING COMMISSION
FROM: BENTON COUNTY PLANNING DEPARTMENT
RE: DRAFT ORDINANCE AMENDING SECTIONS 9.08.36.

BACKGROUND:

In 2013 the Washington State Legislature approved Substitute House Bill 1074 which amended RCW 58.17.140 to increase the submission timeline for a final plat. The new timelines are as follows: a ten-year preliminary plat approval period if the application was approved on or before December 31, 2007; a seven-year preliminary plat approval period if the application was approved between January 1, 2008 and December 31, 2014; and a five-year preliminary plat approval period if the application was approved on or after January 1, 2015.

Attached to this memo is a draft ordinance (PCM 1.2) that would amend BCC Section 9.08.36 increasing the timeline for final plat submission. This provision would apply to 9 preliminary plat approvals.

LEGAL NOTICE PUBLISHED:

The Notice of the Public Hearing for the proposed ordinance was published in the Tri-Cities Herald on September 1, 2016 (PCM 1.3).

RECOMMENDATION:

The Benton County Planning Department recommends that the Planning Commission reviews the proposed ordinance, conduct a public hearing and make recommendations to the Board of County Commissioners to approve the draft ordinance.

SUGGESTED MOTION:

I move that the Chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the Commission's recommendation for Approval/Approval with modifications/Denial of the Draft Ordinance, amending BCC 9.08.036 and 9.08.037 to extend the time a preliminary plat is effective, that articulate and are consistent with the findings, conclusions and recommendation made by the Planning Commission.

ORDINANCE NO. _____

AN ORDINANCE relating to platting and subdivision; amending Ordinance 102, Section 3.06, Ordinance 125, Section 10, Ordinance 394, Section 2, Ordinance 474, Section 18, Ordinance 498, Section 1 and BCC 9.08.036; amending Ordinance 102, Section 3.07, Ordinance 394, Section 3, Ordinance 474, Section 19, Ordinance 498, Section 2 and BCC 9.08.037.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

SECTION 1. Ordinance 102, Section 3.06, Ordinance 125, Section 10, Ordinance 394, Section 2, Ordinance 474, Section 18, Ordinance 498, Section 1 and BCC 9.08.036 are hereby amended to read as follows:

9.08.036 PRELIMINARY PLAT APPROVAL. (a) Upon the Board of County Commissioners receipt of the Planning Commission's written record and recommendation, if any, the Administrator shall set a date for a closed record hearing for the Board to consider the application. Following its closed record hearing, the Board of County Commissioners may adopt, modify or reject the recommendation of the Planning Commission. The decision of the Board of County Commissioners to approve, conditionally approve or deny the preliminary plat shall be based on the written record prepared by the Planning Commission. The decision of the Board of County Commissioners shall be in writing and effective upon its adoption.

(b) The Board of County Commissioners' decision to approve, conditionally approve or deny the preliminary plat shall be made within ninety (90) days of the County's receipt of the complete preliminary plat application, except as follows:

- (1) If an Environmental Impact Statement is required, the ninety (90) day period shall not include the time spent preparing and circulating the statement;
- 2) If the plat is located in a flood control zone as provided in Chapter 86.16 RCW, the ninety (90) days shall be extended if necessary until the project receives written approval from the Department of Ecology; or
- (3) If the applicant consents in writing to an extension of such ninety (90) day period.

A copy of the resolution, along with the findings and conclusions, indicating the action of the Board of County Commissioners shall promptly be sent to the Planning Department, the County Engineer, the County Assessor, the Benton-Franklin Health District, the applicant, the applicant's surveyor, to any person who submitted substantive comments on the application and to any person who, prior to the rendering of the decision, requested notice of the decision.

(c) The Board of County Commissioners, if it approves the preliminary plat, authorizes the applicant to proceed with the preparation of the final plat in accordance with all the

requirements of this chapter and any conditions of preliminary plat approval imposed by the Board of County Commissioners.

(d) Preliminary plats approved (~~(prior to April 19, 2004)~~) on or before December 31, 2007 shall be effective for (~~(twelve (12) months)~~) ten years from the date of approval by the Board of County Commissioners. Such preliminary plats shall be null and void after the (~~(twelve-month)~~) ten (10) year period unless:

(1) A final plat (~~(has)~~) for all phases been submitted, reviewed and signed by the Chairman of the Planning Commission and road and utility plans reviewed and approved by the County Engineer (~~(-)~~); or

(2) A written application for time extension has been (applied for and granted by the Planning Commission-) submitted to the Administrator at least thirty (30) days prior to the expiration of the ten (10) year period and the applicant demonstrates that the applicant has attempted in good faith to satisfy the conditions of plat approval for all phases within the ten (10) year period. In such case, one extension of one year shall be granted, but additional or altered conditions and requirements may be imposed.

(e) Except as otherwise provided in subsection (f) below, preliminary plats approved on or after (~~(April 19, 2004)~~) January 1, 2015 shall be effective for five (5) years from the date of approval by the Board of County Commissioners. Such preliminary plats shall be null and void after the five (5) year period unless: (~~(the final plat has been submitted in accordance with BCC 9.08.046 within the five (5) year period.)~~)

(1) A final plat for all phases has been submitted, reviewed and signed by the Chairman of the Planning Commission and road and utility plans reviewed and approved by the County Engineer; or

(2) A written application for time extension has been submitted to the Administrator at least thirty (30) days prior to the expiration of the five (5) year period and the applicant demonstrates that the applicant has attempted in good faith to satisfy the conditions of plat approval for all phases within the five (5) year period. In such case, one extension of one year shall be granted, but additional or altered conditions and requirements may be imposed.

(f) Preliminary plats (~~(for which complete applications are submitted)~~) that were approved between (April 19, 2004) January 1, 2008 and December 31, 2014 ((and which are approved)) shall be effective for seven (7) years from the date of such approval by the Board of County Commissioners. Such preliminary plats shall be null and void after the seven (7) year period unless: (~~(the final plat has been submitted in accordance with BCC 9.08.046 within the seven (7) year period.)~~)

1) A final plat has been submitted, reviewed and signed by the Chairman of the Planning Commission and road and utility plans reviewed and approved by the County Engineer; or

(2) A written application for time extension has been submitted to the Administrator at least thirty (30) days prior

to the expiration of the seven (7) year period and the applicant demonstrates that the applicant has attempted in good faith to satisfy the conditions of plat approval for all phases within the seven (7) year period. In such case, one extension of one year shall be granted, but additional or altered conditions and requirements may be imposed.

SECTION 2. Ordinance 102, Section 3.07, Ordinance 394, Section 3, Ordinance 474, Section 19, Ordinance 498, Section 2 and BCC 9.08.037 are hereby amended to read as follows:

~~9.08.037 LARGE DEVELOPMENTS. ((a) Plats Approved On or Before April 19, 2004. For preliminary plats approved as of April 19, 2004, the project may be final platted and developed in a number of units or divisions without submitting a preliminary plat for each unit provided that:~~

~~(1) Each unit is final platted in accordance with the approved preliminary plat. Substantial change from the approved plan shall cause a new preliminary plat to be filed.~~

~~(2) Each final plat unit is developed to allow for the systematic and logical extension of roads and utilities.~~

~~(3) The first unit shall be submitted for final plat within one (1) year of the date of approval of the preliminary plat. Each successive unit shall be submitted for final plat within twenty-four (24) months of the previous unit. If more than twenty-four (24) months elapses between any two final submittals, the Planning Commission shall first review the preliminary plat to determine if the conditions are still valid.~~

~~(4) Should the Planning Commission become aware of significant change in conditions which affect the plat, they may cause a new preliminary plat to be submitted.~~

~~(b) Plats Approved After April 19, 2004. To implement changes in state law and in order to discourage premature subdivision and the uneconomic improvement of land and streets, the following procedure is adopted to govern the phasing of final plats for preliminary plats approved after April 19, 2004.)~~

When a developer or group of developers have in their control an area of land which they wish to plat, they may prepare a preliminary plat of the entire area of the development. Once the total preliminary plat is approved, the project may be final platted and developed in two or more phases provided that:

(1) Each phase is final platted in accordance with the provisions of BCC 9.08.045 and the provisions of preliminary plat approval; and

(2) Each final plat is developed to allow for the systematic and logical extension of roads and utilities; and

(3) No final plat for any phase may be submitted after the preliminary plat for the entire area of the development has expired pursuant to BCC 9.08.036.

SECTION 3. Severability. If any provision of this Ordinance is declared unconstitutional, or the applicability thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the Ordinance and the applicability thereof to other persons and circumstances shall not be affected thereby.

SECTION 4. Effective Date. This Ordinance shall take effect and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:

Ryan K. Brown
Deputy Prosecuting Attorney

Constituting the Board of
County Commissioners of
Benton County, Washington

Attest: _____
Clerk of the Board

Benton County Planning Department

Planning Annex, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

NOTICE OF OPEN RECORD HEARING

PCM 1.3

NOTICE IS GIVEN that the following items will be considered by the Benton County Planning Commission at a public hearing on Tuesday, September 13, 2016, at 7 p.m. in the Planning Annex Hearing Room, Benton County Planning Department, 1002 Dudley Avenue, Prosser, WA 99350. All concerned persons may appear and present any support for or objections to the ordinance amendments or subdivisions or provide written testimony to the Planning Commission in care of the Planning Department on or before the date of the hearings. It is suggested that if you plan on attending the hearing that you call the Benton County Planning Department by 4 p.m. the afternoon of the hearing to confirm that the hearing will be conducted as scheduled.

SUB 2016-003/EA 2016-012 - the preliminary plat of Steeplechase, a subdivision of 107.34 acres into 20 lots with an average lot size of 5.17 acres by: Candy Mountain LLC. The site is located on that portion of Section 9, Township 8 North, Range 28 East W.M., lying south of Sagebrush Road, East of Clear View Lane and West of Summit View Drive.

SUB 2016-005/EA 2016-016 - the preliminary plat of La Buena Vida Estates, a subdivision of 20.9 acres into 15 lots by: Dos Cabras Viejas, LLC. The site is located at the terminus of Breezie Lane and Thunder Road, South of Breez'n In Estates #3 on Lot 2 of Short Plat 2724 in Section 12, Township 9 North, Range 26, East, W.M.

At this hearing, the Planning Commission may recommend approval, approval with conditions or disapproval of the preliminary plat applications to the Benton County Board of Commissioners.

NOTICE IS FURTHER GIVEN that said proposals have been reviewed under the requirements of the State Environmental Policy Act, as amended, along with the Environmental Checklist and other information. Determinations have been made as to the environmental impacts of the proposals and a Determination of Non-Significance was issued on August 11, 2016 for the preliminary plat of La Buena Vida Estates.

A Determination of Non-Significant was issued on August 29, 2016 for the preliminary plat of Steeplechase. Any comments regarding the determination and the environmental impacts of the proposals can be made at the hearing before the Planning Commission at the time and place indicated above, or be made in writing to the Planning Department by 5 p.m. September 12, 2016.

ORDINANCE AMENDMENT BCC CHAPTER 9.08 – Platting and Subdivision; amending BCC 9.08.036 and BCC 9.08.037. Section 1 - Preliminary Plat Approval - Changing the timeline for the effective dates of preliminary plats. Section 2 - Large Developments - deleting wording regarding the timeframe for preliminary plats. Section 3 - Severability. Section 4. Effective date - This ordinance shall take effect and be in full force upon its passage and adoption.

FURTHER INFORMATION regarding the preliminary plat applications and copies of the proposed ordinances are available at no cost to the public from the Benton County Planning Department at the following address: 1002 Dudley Avenue, P O Box 910, Prosser, WA 99350 or by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

It is Benton County's policy that no qualified individual with a disability shall by reason of such disability be excluded from participation in public meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the ADA Coordinator or the Benton County Planning Department at the above stated phone numbers and/or address no later than 48 hours prior to the date of the meeting. The Request for Reasonable Accommodation form is available online at www.co.benton.wa.us or from the Planning Department.

Dated at Prosser, Washington on this 26th day of August 2016.

MARTIN SHEERAN, Chairman
BENTON COUNTY PLANNING COMMISSION



MICHAEL SHUTTLEWORTH,
Planning Manager

PUBLISH ON: September 1, 2016

**EXHIBIT LIST FOR SUB 2016-003/EA 2016-012
STEEPLECHASE SUBDIVISION**

Planning Commission Application Exhibit List			
		DATED	
PCR 1 Includes:	PCR 1.0	Subdivision Application	May 2, 2016
		Letter from Peninsula Eng. Services re: Hydrology	
	PCR 1.1	Study	July 26, 2016
	PCR 1.2	Plat Map	May 2, 2016
	PCR 1.3	Environmental Checklist	May 2, 2016
Planning Commission Staff Memo Exhibit List September 13, 2016			
PCM 1 Includes:	PCM 1.0	Staff Memo	August 30, 2016
	PCM 1.1	Site Map of proposed preliminary plat area	August 8, 2016
	PCM 1.2	Aerial Map of proposed preliminary plat area	August 8, 2016
	PCM 1.3	Notice of Application	August 8, 2016
	PCM 1.4	Determination Of Non Significance	August 29, 2016
	PCM 1.5	Notice of Open Record Hearing	August 26, 2016
	PCM 1.6	Comments from Benton-Franklin Health District	August 12, 2016
	PCM 1.7	Comments from Benton PUD	August 17, 2016
	PCM 1.8	Comments from Summit View Water Works	August 17, 2016
	PCM 1.9	Comments from Dept. of Ecology	August 25, 2016
	PCM 1.10	Comments from Benton County Fire Marshal & Benton County Fire Chief (Fire District #1)	August 29, 2016
	PCM 1.11	Comments from Tracy Najera	August 29, 2016
PCM 1.12	Comments from Benton County Public Works	September 6, 2016	
Planning Commission Hearing Exhibit List - September 13, 2016			
PCH 1	PCH 1.0	Aerial map with proposed subdivison overlaid	September 13, 2016
Board of County Commissioners Staff Memo Exhibit List - October 11, 2016			
CCM 1 Includes:	CCM 1.0	Board of County Commissioners Agenda Sheet	October 3, 2016
	CCM 1.1	Planning Commission Recommendation	September 26, 2016
	CCM 1.2	Draft Resolution	
	CCM 1.3	Audio Recording of Planning Commission 9-13-16 public hearing	September 13, 2016

**PCR = Planning Commission Record Exhibits
PCM = Planning Commission Memo Exhibits
PCH = Exhibits submitted during Hearing
CCR = County Commissioner Record Exhibits
CCM = County Commissioner Memo Exhibits**

CCM 1.0

AGENDA ITEM MTG. DATE: October 11, 2016 SUBJECT: Preliminary Plat of Steeple Chase– SUB 2016-003 MEMO DATE: October 3, 2016 Prepared By: Michael Shuttleworth	<u>TYPE OF ACTION</u>	Consent Agenda	
	<u>NEEDED</u>	Closed Record	
	Execute Contract	Hearing	X
	Pass Resolution	Public Meeting	
	Pass Ordinance	1st Discussion	
	Pass Motion	2nd Discussion	
Other	Other		

BACKGROUND INFORMATION

On September 13, 2016, the Benton County Planning Commission conducted public hearings on the proposed preliminary plat of Steeplechase– SUB 2016-003. This subdivision consists of 107.34 acres to be divided into 20 single-family lots with an average lots size of 5.17 acres. After closing the Open Record Hearings and discussing the proposed plat, the Planning Commission made a recommendation to approve the preliminary plat of Steeplechase– SUB 2016-003 as presented with conditions. The Planning Commission's record and recommendation for SUB 2016-003 is being submitted for your review and decision. The Board has set a public meeting for October 11, 2016 at 9:00 a.m. to review the record and recommendation of the Planning Commission.

The Board of County Commissioners must make a final decision on the preliminary plat application based on the Planning Commission's Open Record Hearing record. The Board may not hold its own Open Record Hearing if the Planning Commission held an Open Record Hearing. In this case, the Planning Commission held an Open Record Hearing on September 13, 2016 and therefore, the Board of County Commissioners cannot consider any testimony other than that testimony that was presented to the Planning Commission at their Open Record Hearings. The only information the Board can consider is the clarification of statements made at the Open Record Hearing with reference to testimony and information submitted to the Planning Commission in their record prepared for this preliminary plat application. Attached for the Board's review is a copy of all information presented at the Planning Commission Open Record Hearing along with the signed Recommendation, Findings and Conclusion of the Planning Commission (**CCM 1.1**). The audio recording (**CCM 1.3**) of the PC hearing has also been forwarded to you for your review.

SUMMARY

The Benton County Planning Commission has completed the open record hearing for the preliminary plat application of Steeplechase– SUB 2016-003. The Board of County Commissioners will consider the preliminary plat and recommendation of the Planning Commission at a public meeting on October 11, 2016.

RECOMMENDATION

After closing the Open Record Hearing and discussing the issue, the Planning Commission

voted to recommend approval of the preliminary plat as presented with conditions. After reviewing the information presented at the public meeting, the Planning staff recommends that the Board adopt the Planning Commission's recommendation, Findings and Conclusions and approve the proposed preliminary plat.

FISCAL IMPACT

New county roads.

MOTION

If the Board agrees with the Planning Commission and Planning Department, the Board can adopt the Planning Commission recommendation, Findings and Conclusions as their own and approve the preliminary plat of Steeplechase– SUB 2016-003 with conditions. If however, the Board disagrees with the Planning Commission's recommendation then the Board will have to complete your own Findings and either approve the plat with additional conditions or deny the plat. If based on the Planning Commission's record, you wish to complete your own findings, the Planning Department could draft the Boards findings and conclusions for the Board's approval.

RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION

RE: Preliminary Plat of approximately
107.34 acres into 20 lots in Section 9,
Township 8 North, Range 28 East, W.M.

File No. SUB 2016-003
RECOMMENDATION, FINDINGS OF FACT
AND CONCLUSIONS

RECOMMENDATION

SUB 2016-003: A proposal by Candy Mountain LLC, Inc. for the preliminary plat of STEEPLECHASE a subdivision of approximately 107.34 acres into 20 lots with an average lot size of 5.17 acres is hereby recommended to be APPROVED WITH CONDITIONS. This action is based upon the following findings pursuant to RCW 58.17.110.

LEGAL DESCRIPTION

The area covered by the proposed preliminary plat is generally described as that parcel North and South of Calico Road (center of plat) West of Summit View Phases 7 & 8, South of Phase 10 of Summit View, North of Phase 6 of Summit View, and East of Clear View Lane, all in Section 9, Township 8 North, Range 28 East, W.M.

RESOLUTION

WHEREAS, the Legal notification pursuant to the Benton County Code, Title 9, Chapter 9.08 was given Thursday, September 1, 2016; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: notice to affected jurisdictions, (August 8, 2016); publication of the Notice of Application (August 8, 2016); publication of legal notices in the Tri-City Herald (September 1, 2016); adjacent landowners (August 26, 2016); and,

WHEREAS, the public hearing was held on September 13, 2016 at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the following members were present: Dean Burows, Leo Perales, James Willard, Marjorie Kaspar and Martin Sheeran; and,

WHEREAS, the Planning Commission considered all testimony and, after questions to those giving testimony, closed the public hearing; and,

WHEREAS, the Planning Commission at an open record public hearing held on September 13, 2016, considered the evidence submitted and voted five in favor with one absent and one vacancy to recommend **approval with conditions as outlined in the staff memo dated August 30, 2016** of the proposal; and,

WHEREAS, the Planning Commission is entering its written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS AND CONCLUSIONS

A. A majority of the Planning Commission members find that adequate provisions have been made for the Public Health and Safety based on the following facts:

1. The property will be served by Summit View Waterworks for water and by individual septic systems.
2. The conditions as outlined in the staff report provide adequate provisions for Public Health and Safety.

B. A majority of the Planning Commission members find that adequate provisions have been made for open spaces based on the following facts:

1. That the proposed Preliminary Plat of Steeplechase does not contain land to be designated for open space or park.
2. That the Benton County Code does not require open space dedications for this type of preliminary plat.

C. A majority of the Planning Commission members find that adequate provisions have been made for drainage ways based on the following facts:

1. Pursuant to the Planning Staff memo dated August 30, 2016, the Benton County Road Department will review the proposed plat to ensure that it meets the requirements of the Benton County Hydrology Manual.
2. All natural drains are to be kept open and protected by the dedication of a drainage easement or a pipe drainage plan approved by the Benton County Road Dept.

D. A majority of the Planning Commission members find that adequate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:

1. The proposed preliminary plat must meet the requirements of the Benton County Road Department and all street improvements shall be completed or bonded prior to final plat approval.
3. All lots within the proposed development will front onto a dedicated street.
4. The County Engineer will sign the final plat indicating approval of the means of access and conformance with the road and drainage requirements of Benton County.

E. A majority of the Planning Commission members find that adequate provisions have been made for transit stops based the following facts:

1. The proposed plat does not have a location for a public transit stop and no evidence was presented that a transit stop is required.

F. A majority of the Planning Commission members find that adequate provisions have been made for potable water supplies based on the following facts:

1. Water Service will be provided by Summit View Waterworks. Prior to setting the date for

final approval, the applicant provides written verification from the Washington State Department of Health that the Summit View Water Works system is in compliance with current state standards.

2. The applicant must provide written verification from Washington State Department of Health that required improvements have been installed and inspected to provide water service to the proposed lots.

3. Proof of potable water must be provided before building permits will be issued for lots within the subdivision.

G. A majority of the Planning Commission members find that adequate provisions have been made for sanitary wastes based on the following facts:

1. Sanitary waste service will be provided by individual septic systems.

2. The Benton Franklin Health District provided comments that the proposed plat can be served by septic systems.

H. A majority of the Planning Commission members find that appropriate provisions have been made for parks, recreation, and playgrounds based on the following facts:

1. The proposed plat does not provide for parks or recreation opportunities.

2. That no evidence was presented that park, recreation or playground areas are needed or required.

I. A majority of the Planning Commission members find that appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:

1. This proposed plat is within the Kennewick School District and the school district will have to approve all turnouts and walking conditions for those students who walk to school.

J. A majority of the Planning Commission members conclude that the requirements of the State Environmental Policy Act have been met based on the following:

1. An Environmental Checklist was submitted and the Planning Department issued a Determination of Non Significance on August 29, 2016.

K. A majority of the Planning Commission members find that the proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:

1. The on-site and surrounding zoning is Rural Lands 5 Acre.

2. The average lot size is 5.17 acres.

L. A majority of the Planning Commission members find that the proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:

1. The Planning Commission incorporates by reference and adopts the Planning Department's Findings of Fact as set forth in its August 30, 2016 staff memo, except to the

extent any such findings are inconsistent with any of the Planning Commission findings stated above.

2. This proposal is allowed within the Rural Lands 5 Acre Zoning District.

M. The Commission has considered the physical characteristics of the proposed subdivision site and finds that the proposed plat is not situated in a flood control zone.

N. This plat is not located within an Irrigation District.

A majority of the Planning Commission members conclude based on the foregoing findings that the public interest will be served by the subdivision and dedication.

THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, adopts these findings and conclusions with respect to File No. SUB 2016-003, the preliminary plat of Steeplechase, proposed by Candy Mountain LLC. and such plat is hereby recommended to the Board of County Commissioners for APPROVAL WITH CONDITIONS (attached).



Martin Sheeran, Chairman

BENTON COUNTY PLANNING COMMISSION

9/26/16
Date

Conditions of Approval for SUB 2016-003

1. That all lots in the final plat meet the design standards for final plat approval as specified in Benton County Code 9.08 as amended, and meet all of the zoning requirements as specified in BCC Title No. 11, as amended.
2. Prior to setting the date for final approval, the applicant provides written verification from the Washington State Department of Health that Summit View Water Works System is in compliance with current state standards.
3. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
4. That all requirements necessary for storm drainage are provided, including any easements necessary for compliance with the Benton County Hydrology Manual. All natural drains are to be kept open and protected by the dedication of a drainage easement or the Benton County Department of Public Works must approve a pipe drainage plan.
5. Provisions shall be made to assure safe walking and/or waiting areas for students who will walk to and from school and for bus turn out areas. Written approval by the Kennewick School District must be provided to the Planning Department prior to setting the meeting date for the final plat. That roads within the proposed plat include the construction of a 5-foot wide sidewalk on each side of the road. The design and location of the sidewalks are to be approved by the Benton County Department of Public Works.
6. Contour lines shall be shown on the final plat or on a separate sheet at a maximum of 5' intervals.
7. That the Planning Department receives written verification from the Benton County Fire Marshal indicating that the required fire flow and adequate fire protection system have been installed and are functioning as per the requirements of BCC. If this is not accomplished a statement will need to be placed on the final plat indicating that: "No building permit shall be issued until the roads are constructed to at least subgrade standards." All roads must be constructed or bonded prior to the final plat being submitted for final plat approval.
8. That the following statement be placed on the final plat:
"Per BCC 11.16A.080(6) - Setback Requirements - All dwelling units and swimming pools shall have a setback of one hundred fifty (150) feet from any parcel located partially or wholly within the Growth Management Agricultural Act District (GMAAD) and from any adjacent orchard, hop field or vineyard (or combination thereof) of ten (10) acres or more on one parcel or on contiguous parcels under common ownership. Please contact the Benton County Planning Department for further information."
9. Prior to setting the date for final approval, the applicant provides written verification from the

Washington State Department of Health that the Summit View Water Works system is in compliance with current state standards. Also the applicant must provide written verification from Washington State Department of Health that required improvements have been installed and inspected to provide water service to the proposed lots. The systems design shall include provisions for adequate fire flow as required by the Benton County Fire Marshal;

10. That any pipelines within the areas proposed for dedication of road right of way be upgraded to meet the Benton County Department of Public Works standards for pipelines located in road right of way. That the owners of the easement vacate the waterline easements located within the proposed road right of way.

11. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commission.

12. All roads must be constructed or bonded prior to the final plat hearing and if bonded the following statement must appear on the final plat:

"No building permits shall be issued until the roads are constructed to at least subgrade standards:"

13. That the final plat be reviewed and approved in writing by the Benton Franklin District Health Dept. prior to setting the final plat hearing.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING REGARDING PRELIMINARY PLAT APPLICATION SUB 2016-003 –
STEEPLECHASE. APPLICANT: CANDY MOUNTAIN LLC, PARCEL NUMBER 1-0984-400-0001-000. FILE No.
SUB 2016-003

WHEREAS, the Legal notification pursuant to the Benton County Code, Title 9.08 was given on Thursday,
September 1, 2016; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out
including: Notice to affected jurisdictions, (August 8, 2016); publication of Notice of Application Tri-City
Herald (August 12, 2016); publication of Legal Notice (September 1, 2016); adjacent landowners (August
26, 2016); and,

WHEREAS, the Planning Commission conducted an Open Record Hearing on September 13, 2016, in
Planning Annex, 1002 Dudley Avenue, Prosser WA; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are
identified in the minutes for the open record hearing conducted on September 13, 2016; and,

WHEREAS, the Planning Commission at the open record hearing held on September 13, 2016, considered
the testimony submitted and voted to recommend approval with conditions of the Preliminary Plat of
Steeplechase; and,

WHEREAS, the Planning Commission entered its written findings, conclusions and recommendations
concerning this matter, and forwarding the same to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners did review the record and recommendation prepared by
the Planning Commission and considered oral and written arguments at a Closed Record Public Meeting
on Tuesday, October 11, 2016; and,

WHEREAS, the Board of County Commissioners did adopt the Planning Commission's Finding of Fact and
Conclusions as their own (which are kept in File No. SUB 2016-003 in the Planning Department records);
and,

WHEREAS, it further appears that the public interest will be served by the approval of the Preliminary Plat
of Steeplechase as considered by the Board of County Commissioners; NOW THEREFORE,

BE IT RESOLVED, that the Board of County Commissioners hereby adopts the Planning Commission's
Findings of Fact and Conclusions as their own regarding the Preliminary Plat of Steeplechase– SUB 2016-
003 and hereby approves the preliminary plat with 13 conditions as contained in the Planning
Commission's Recommendation, Findings of Fact and Conclusions.

Dated this 11th day of October 2016.

Chairman of the Board

Member

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

Attest.....
Clerk of the Board

MES

The PC FTR audio recording is available at the following location on the County network. If you need help opening it or if you need to download the FTR Player - please contact Bob Woody.

BOCC Audio Recording Folder

\\chfrodo\AllCommissioners\Planning Commission Recordings

or at:

g:\Planning Commission Recordings

PRELIMINARY PLAT OF STEEPLECHASE

Map Created: 09-13-2016
2012 Orthophoto

PCH 1.0

Benton County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of the information shown on this map. Benton County makes no warranty, expressed or implied, as to the accuracy or completeness of the information shown on this map. Benton County is not responsible for any errors or omissions in this map. Benton County is not responsible for any damages, including consequential damages, arising from the use of this map. Benton County is not responsible for any actions taken in reliance on this map. Benton County is not responsible for any actions taken in reliance on this map.



LINE	DIRE
L1	N2°13'
L2	S87°4'
L3	N72°5'
L4	N67°1'
L5	N48°0'
L6	N59°1'
L7	N83°3'
L8	N80°3'
L9	S11°4'
L10	N78°1'
L11	S11°4'
L13	S25°5'
L14	N82°1'
L15	S74°1'
L16	S76°4'
L17	S45°2'
L18	S33°5'
L20	S26°2'
L21	S23°3'

Benton County Planning Department

Planning Annex, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

PCM 1.10

DATE: AUGUST 30, 2016

TO: BENTON COUNTY PLANNING COMMISSION

FROM: BENTON COUNTY PLANNING DEPARTMENT

RE: PRELIMINARY PLAT APPLICATION SUB 2016-003– STEEPLECHASE

APPLICANT: CANDY MOUNTAIN LLC C/O GEOFF CLARK P.O. BOX 1307 GIG HARBOR, WA 98335.

SPECIFIC REQUEST:

The applicant is requesting preliminary plat approval to subdivide approximately 107.34 acres into 20 lots with the smallest lot 5.01 acres with an average lot size of 5.17 acres. (PCR 1.1)

LEGAL NOTICE PUBLISHED:

The Notice of Application (PCM 1.3) was issued and the application was sent out for agency review and comment on August 8, 2016. The legal notice (PCM 1.5) required by BCC 9.08.032, for the Planning Commission's Open Record Hearing on the Preliminary Plat of Steeplechase Development, was published in the Tri-City Herald on September 1, 2016. The legal notice was also sent to the property owners within 300 feet of the boundaries of the property in this application on August 26, 2016.

LOCATION:

The subject property is located North and South of Calico Road (center of plat) West of Summit View Phases 7 & 8, South of Phase 10 of Summit View, North of Phase 6 of Summit View, and East of Clear View Lane, all in Section 9, Township 8 North, Range 28 East, W.M. (PCM 1.2)

LAND USE:

The subject property is currently undeveloped. The parcels surrounding the proposed plat are or will be developed with single-family dwellings on lots less than 1 acre. Prior to development the areas to be platted were planted in an agriculture use (hay).

ZONING:

The on-site and surround zoning is Rural Lands 5.

COMPREHENSIVE PLAN:

The Benton County Comprehensive Plan designates the site for the proposed preliminary plat and most of the surrounding areas as Rural Land 5.

STATE ENVIRONMENTAL POLICY ACT:

The Preliminary Plat of Steeplechase Development has been reviewed under the requirements of the State Environmental Policy Act, as amended and a Determination of Non-Significance (DNS) was issued on August 29, 2016. Copies of the Environmental Checklist, (PCR 1.3) the Determination of Non-Significance (PCM 1.4), and the comments received from reviewing

agencies are attached to this memorandum.

APPLICABLE DEVELOPMENT REGULATIONS:

1. Benton County Code Section 9.08.014 provides:
"PLANNING COMMISSION. No plat shall be presented for filing until it has been reviewed and received recommendation for preliminary and final approval by the Benton County Planning Commission. The Benton County Planning Commission may recommend approval or denial of each plat as deemed appropriate considering the factors identified by state law, including but not necessarily limited to RCW 58.17.100 through RCW 58.17.120."
2. Benton County Code Section 9.08.050 provides design and construction standards for preliminary plats.

9.08.050 DESIGN AND CONSTRUCTION STANDARDS – GENERAL LAYOUT DESIGN STANDARDS.

(a) Location and alignment of all proposed streets within a plat shall conform to any corresponding provisions in the County Comprehensive Plan and shall be compatible with existing and planned streets, topographical conditions, public convenience and safety, and the proposed uses of the land to be served by such streets.

(b) Where future alignment of roads is not shown in the County Comprehensive Plan, the alignment of roads in a subdivision shall:

(1) Be designed with appropriate consideration, as determined by the County Engineer, for existing and projected roads, anticipated traffic volumes and patterns, topographic and drainage conditions, public convenience, public safety, and the proposed uses of the land served; and

(2) Conform to all other standards set by the County Engineer. Develop adjacent properties presently un-subdivided. Sketches of a proposed street system for adjoining properties may be required if owned by the sub-divider or if the arrangement of the large tracts makes it necessary to provide future access through the property under consideration.

(d) Access streets shall be planned so as to discourage through traffic and to conveniently channel traffic onto primary and secondary arterials.

(e) When a tract is subdivided into larger than normal lots or parcels, such parcels shall be so arranged as to permit the logical re-subdivision and opening of future streets with provision for adequate utility connections for such re-subdivisions.

(f) When dead-end streets are created by the development of a portion of a larger plat or because of the desirability of continuing a street into a presently unplatted parcel, not presently owned by the applicant, a temporary turnaround shall be provided unless the County Engineer's office recommends against provision of such a turnaround. If such a turnaround includes some private property, such turnaround right-of-way shall be protected by an easement until such time as the street is extended and the need for turnaround has ceased to exist.

(g) Cul-de-sacs will be permitted where topography or other conditions justify their use. Cul-de-sacs exceeding six hundred (600) feet in length may be permitted only if approved by the County Engineer. Every cul-de-sac shall have a turnaround at its closed end with a minimum outside diameter of the right-of-way of one-hundred twenty (120) feet.

(h) Street names shall be assigned to conform to existing streets on the same or similar alignment. New street names shall not be so similar to existing street names as may cause confusion and must be approved by the County Engineer.

(i) Streets shall be laid out so as to intersect as nearly as possible to right angles, EXCEPT where topography or other conditions justify variations. The minimum angles of intersection of streets shall be seventy-five (75) degrees, unless specifically waived by the County Engineer.

(j) Street jogs with centerline offsets of less than one-hundred twenty-five (125) feet shall not be permitted unless specifically approved by the County Engineer.

(k) Wherever the proposed subdivision contains or is adjacent to a railroad right-of-way or the right-of-way of a limited access highway, freeway,, or primary arterial, provision may be required for a marginal or frontal access street at a distance appropriate to the proposed use of land between the right-of-way and the marginal access street. Such distance shall be determined with due consideration to future grade separations and for required lot depths.

(l) Corner lots in residential areas shall be ten (10) per cent wider than minimum lot widths to allow for adequate setback of a building from both streets

(m) Side lines of lots shall be approximately at right angles to the street in front or radial to curved street lines.

(n) Lots with double frontage shall be avoided wherever possible.

(o) All lots shall front on a dedicated street other than an alley.

(p) In developments where individual sewage disposal systems are to be used, the size of the lots shall be subject to the approval of the Benton-Franklin County Health Officer.

(q) Drainage easements for storm sewers or open channel ditches may be required where it is not feasible to carry storm drainage under the streets or rights-of-way. Open channel easements may be required where there is evidence of a present or future natural drainage pattern which may carry water at such time as the general water table of the area is raised, or increased runoff will result from altered land use.

(r) Connection to an approved public water supply and/or an approved public sewer system may be required if deemed to be in the best interest of the public and/or the future residents of the subdivision.

(s) Irrigation distribution facilities shall be provided as required under RCW 58.17.310 as directed by the applicable irrigation district.

(t) Street grades shall comply with minimum County standards for the topographic conditions and the roadway designation, major county road, secondary county road, collector county road or access county road.

(u) All plats with any lot less than one (1) gross acre in size and more than sixteen (16) proposed dwelling units must include a second public road for access if otherwise served by a single public road over six hundred (600) feet in length.

(v) All plats containing more than fifty (50) lots shall have a second access via a public road.

3. Benton County Code Section 9.08.035A provides the following for the County to use when determining to approve or disapprove a proposed subdivision:

9.08.035A CONSIDERATION OF PRELIMINARY SUBDIVISION. After conducting the open record hearing and considering all information presented, the Planning Commission shall consider a recommendation to the Board of County Commissioners regarding whether the preliminary plat be approved, approved with conditions, or denied as proposed. Prior to making any recommendation for approval, the Planning Commission shall make the following written findings (a) That the proposed subdivision conforms with the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;

(b) That the County Engineer, or designee, has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;

(c) That the proposed subdivision meets the requirements of this chapter;

(d) That the public interest will be served by the proposed division and dedication;

(e) That appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;

(f) That the Benton-Franklin Health District has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and,

(g) If any portion of the proposed subdivision is located within an irrigation district, that the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.

STAFF'S FINDINGS OF FACT:

Based on the application and information received as of the date of this memo, the planning staff makes the following findings:

1. The applicant for SUB 2016-003 is Jeff Clark, P.O. Box 1307. Gig Harbor, WA 99335. The property owners are Candy Mountain LLC. P.O. Box 1307. Gig Harbor, WA 99335.
2. The applicant is requesting preliminary plat approval to subdivide approximately 107.34 acres into 20 lots with the smallest lot size of 5.01 acres and an average lot size of 5.17 acres.
3. The subject property is located North and South of Calico Road (center of plat) West of Summit View Phases 7 & 8, South of Phase 10 of Summit View, North of Phase 6 of

Summit View, and East of Clear View Lane, of Section 9, Township 8 North, Range 28 East, W.M.

4. Preliminary Plat Application SUB 2016-003 was determined to be a complete application on August 8, 2016. The Notice of Application required by BCC 17.10.100 was published and sent to the property owners with 300 feet of the proposed plat on August 12, 2016.
5. The affected agencies review letter was sent on August 8, 2016. The comments of those agencies that responded are attached to this staff memo.
6. The notice for the Benton County Planning Commission's Open Record Hearing for application SUB 2016-003 was published on September 1, 2016 in the Tri-City Herald and mailed to property owners of record within 300 feet of the outer boundaries of the parcel on August 30, 2016. The Open Record Hearing is scheduled for Tuesday, September 13, 2016.
7. The Preliminary Plat of Steeplechase has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on August 29, 2016.
8. The property is zoned Rural Lands 5, which requires a minimum lot area of 5 acres. The lots proposed in the Preliminary Plat of Steeplechase comply with the minimum lot area and lot width for the Rural Lands 5 Zoning District.
9. The Benton County Comprehensive Plan designates this area as Rural Lands 5 with a 5 acre minimum lot size. The proposed preliminary plat has an average lot area of 5.17 acres with the smallest being 5.01 acres. This development is consistent with the density contained in the Benton County Comprehensive Plan.
10. The Benton County Comprehensive Plan does not address the arrangement of arterial streets for the proposed subdivision. (BCC 9.08.050 (a))
11. The streets within the proposed subdivision are extensions of existing streets. The proposed preliminary plat provides for extension of a proposed road into the area East and West of the site. (BCC 9.08.050 (b))
12. The proposed preliminary plat will provide a connection through the proposed plat, from Summit View Drive West to Clear View Lane. This new connection is named Calico Road. (BCC 9.08.050 (c))
13. The lots within the proposed preliminary plat will be larger than the existing lots or parcels within the Rural Lands 5 Zoning District utilizing Summit View Water Works public water supply and on-site septic systems. (BCC 9.08.050 (d))
14. There are no temporary cul-de-sacs proposed within the preliminary plat (BCC 9.08.050 (e))
15. There is no cul-de-sac proposed within the development. BCC 9.08.050 (f).

16. The Benton County Road Department must approve proposed street names within the proposed plat. The proposed streets are extensions of existing county roads and are proposed to use the same names as the existing roads. (BCC 9.08.050 (g))
17. The roads within the proposed plat are laid out so that they will intersect as nearly as possible at right angles. (BCC 9.08.050 (h))
18. There are no street jogs with centerline offsets of less than one hundred twenty-five (125) feet within the proposed plat. (BCC 9.08.050 (i))
19. The proposed development is not adjacent to a railroad right-of-way or the right-of-way of a limited access highway, freeway, or primary arterial. (BCC 9.08.050 (j))
20. The corner lots within the proposed plat are ten (10) percent wider than minimum lot widths to allow for adequate setback of a building from both streets. (BCC 9.08.050 (k))
21. The sidelines of lots within the proposed plat are approximately at right angles to the street in front or radial to curved street lines. (BCC 9.08.050 (l))
22. Lots 1, and 16 within the proposed subdivision will have double frontage. (BCC 9.08.050 (m))
23. All lots within the proposed development front onto a dedicated street. (BCC 9.08.050 (n))
24. The applicant has proposed that the preliminary plat be served by on-site septic systems. (BCC 9.08.050 (o))
25. The Benton County Department Road Department will review the storm drainage issue during their review of the proposed plans for the construction of the proposed county roads. (BCC 9.08.050 (p))
26. The proposed Preliminary Plat of **Steeplechase Development** does not contain land to be designated for open space. The Benton County Code does not require open space dedications for this type of preliminary plat.
27. The requirements of the Benton County Road Department must be met, see **PCM 1.12**.
28. The proposed preliminary plat will add new roads to the County road system. The Benton County Road Department has reviewed the proposed location of the roads.
29. The Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area is not served by public transit.
30. One finding that must be made to approve this application is that adequate provisions for potable water supply have been made. The application for the Preliminary Plat of Steeplechase Development shows that Summit View Water Works will supply water for the proposed lots.

Summit View Water Works in order to accommodate the additional connections would need an amendment to their water system plan. They stated that they have adequate water rights and capacity within the existing storage and pumping system to make the amendment. The Planning Department has not received any information from the Washington State Department of Health stating that the existing water system is or is not able to serve the proposed lots. Documentation will need to be provided to the Planning Department approving the water system plan prior to final plat approval.

During the review of this proposed plat the Planning Commission should make a determination whether there is enough evidence presented to determine, regardless of the legal requirements, that there is sufficient potable water in quantity and quality to support the proposed uses. As of the writing of this staff report, the applicant has not presented information that there is or is not physically available sufficient potable water in quantity and quality to support the proposed uses.

31. The proposed plat does not provide for parks or recreation opportunities.
32. The proposed plat is within the Kennewick School District. The School District did not provide comments on this proposal as to whether there are adequate provisions to assure safe walking conditions for students who walk to and from school or waiting for school buses. The proposed plat does not include provisions for sidewalks.
33. The proposed development is not within a flood control zone as outlined on the Federal Emergency Management Agency Flood Insurance Rate Map 530237 0600 B with an effective date of July 19, 1982.
34. The Benton County Fire Marshal has reviewed the proposed plat and stated that the proposed development will need to provide required fire flows. The requirements of the Fire Marshal are to be met prior to final plat approval. A letter from the water purveyor stating its willingness and ability to provide 500 gpm for 30 minutes at 40psi static pressure and 20psi residual, at normal peak instantaneous demands, is to be sent to the Benton County Fire Marshal.
 - Prior to final plat approval, a copy of the water system plans shall be stamped by a Washington State registered engineer and shall be signed by the water purveyor and given to the Benton County Fire Marshal, and Dept. of Health.
 - The approved water system shall be installed prior to final plat approval, or a statement shall be placed on the plat indicating no building or mobile home permit will be issued until the water system is installed, operating and approved.
 - The installation of the water system must be installed under the supervision of a WA. State Registered Engineer, and the engineer shall send a letter to the Benton County Fire Marshal certifying in writing that the system was installed in accordance to the approved design.
 - Water main requirements are:
 - a. Hydrants are to be operable prior to building permits being issued.

- b. Minimum main size for circulating (grid or Loop systems) shall be 6".
 - c. Dead-end mains longer than 300 feet to the last hydrant shall be 8". If shorter than 300 feet, 6" are permitted.
 - d. Hydrant leads more than 50 feet shall be 8". If shorter than 50 feet, 6" is permitted.
 - e. Hydrants shall conform to current A.W.W.A. specifications. There shall be one 4 ½" NST pumper port, two 2/12" NST hose port, and a 1-1/2" pentagon operating nut.
 - f. A storz adapter for the steamer port that meets Benton County Fire District 1's requirements is required for all hydrants. Contact Captain Lonnie Click at for their requirements, also see attached Fire Marshal Policy on Storz adapters.
 - g. There shall be an auxiliary gate valve installed to permit repair and replacement of hydrants without disrupting water service.
 - h. Hydrant shall stand plumb, and the lowest outlet shall be between 18" and 24" above the finished grade.
 - i. Pumper port is to face the street.
 - j. Hydrants are not to be obstructed, and shall be accessible to the fire department.
 - k. Hydrants subject to vehicle damage shall be adequately protected.
 - l. Hydrant locations will be determined by the Benton County Fire Marshal. General spacing is 600' as measured by a fire truck laying the fire hose.
35. Per BCC 11.16A.080(6) - Setback Requirements - All dwelling units and swimming pools shall have a setback of one hundred fifty (150) feet from any parcel located partially or wholly within the Growth Management Agricultural Act District (GMAAD) and from any adjacent orchard, hop field or vineyard (or combination thereof) of ten (10) acres or more on one parcel or on contiguous parcels under common ownership.
36. The proposed preliminary plat shows that all 20 of the lots will be used for residential single family homes. The site is currently zoned Rural Lands 5 and under BCC 11.16A.017 (a) **PROPERTY DEVELOPMENT STANDARDS--GENERAL STANDARDS**. All lands, structures, and uses in the Rural Lands Five Acre District (RL-5) shall conform to the following general standards, and if applicable, to the standards set forth in Title 15 BCC (Protection of Critical Areas and Resources):
- (a) Minimum parcel size. Except as otherwise set forth herein, the minimum parcel size that may be created in the RL-5 District is five (5) acres; provided, the Benton-Franklin Health District may require a larger parcel size as necessary to meet on-site sanitary well and sewer provisions. In order to meet maximum density objectives, the following uses require the specified minimum lot sizes:
 - (b) Lot Width. Each parcel shall have an average lot width of not less than ninety (90) feet.

DISPOSITION OF THE APPLICANT'S REQUEST:

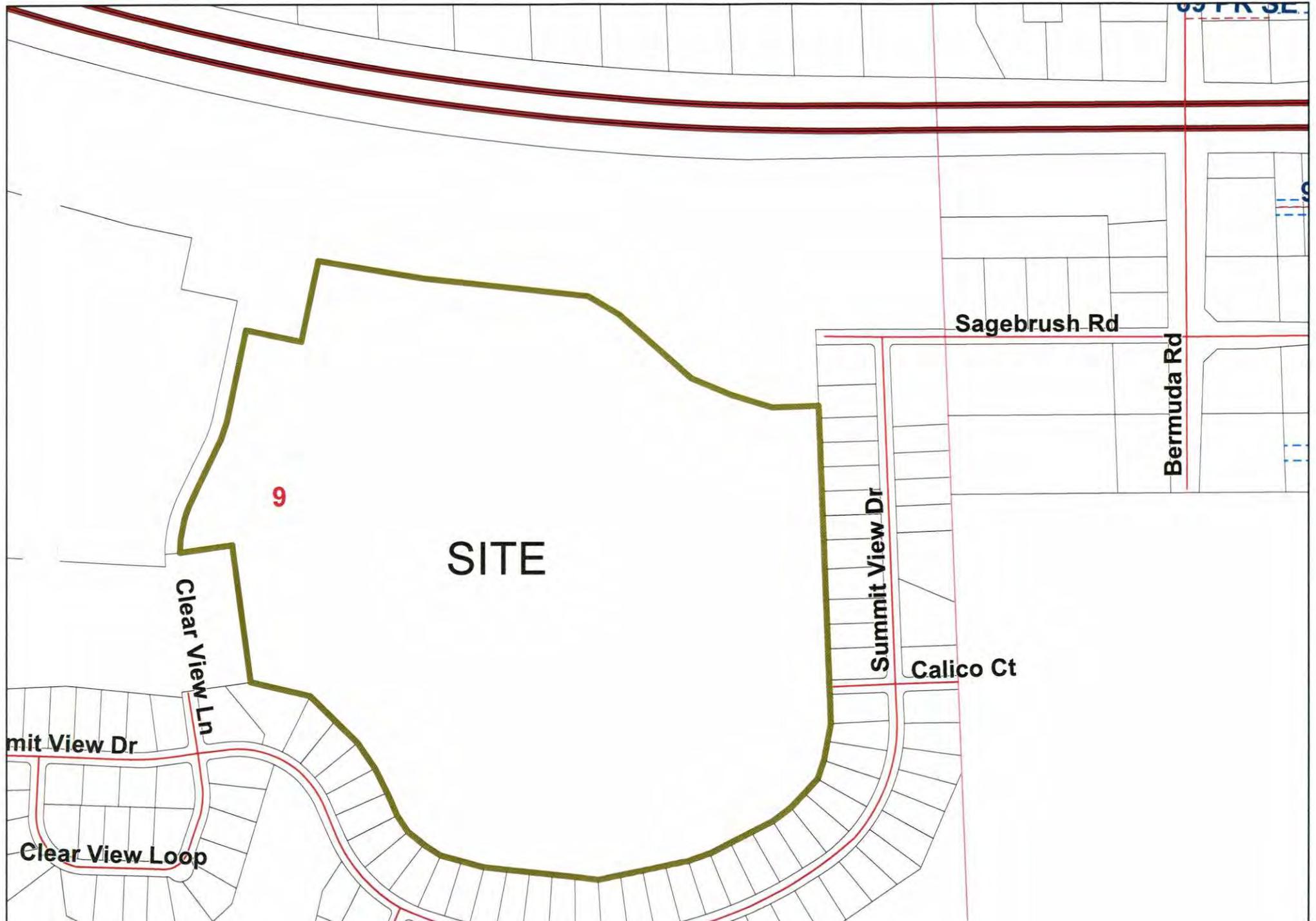
A proposed subdivision and dedication shall not be approved unless the County makes written findings that: (a) appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes,

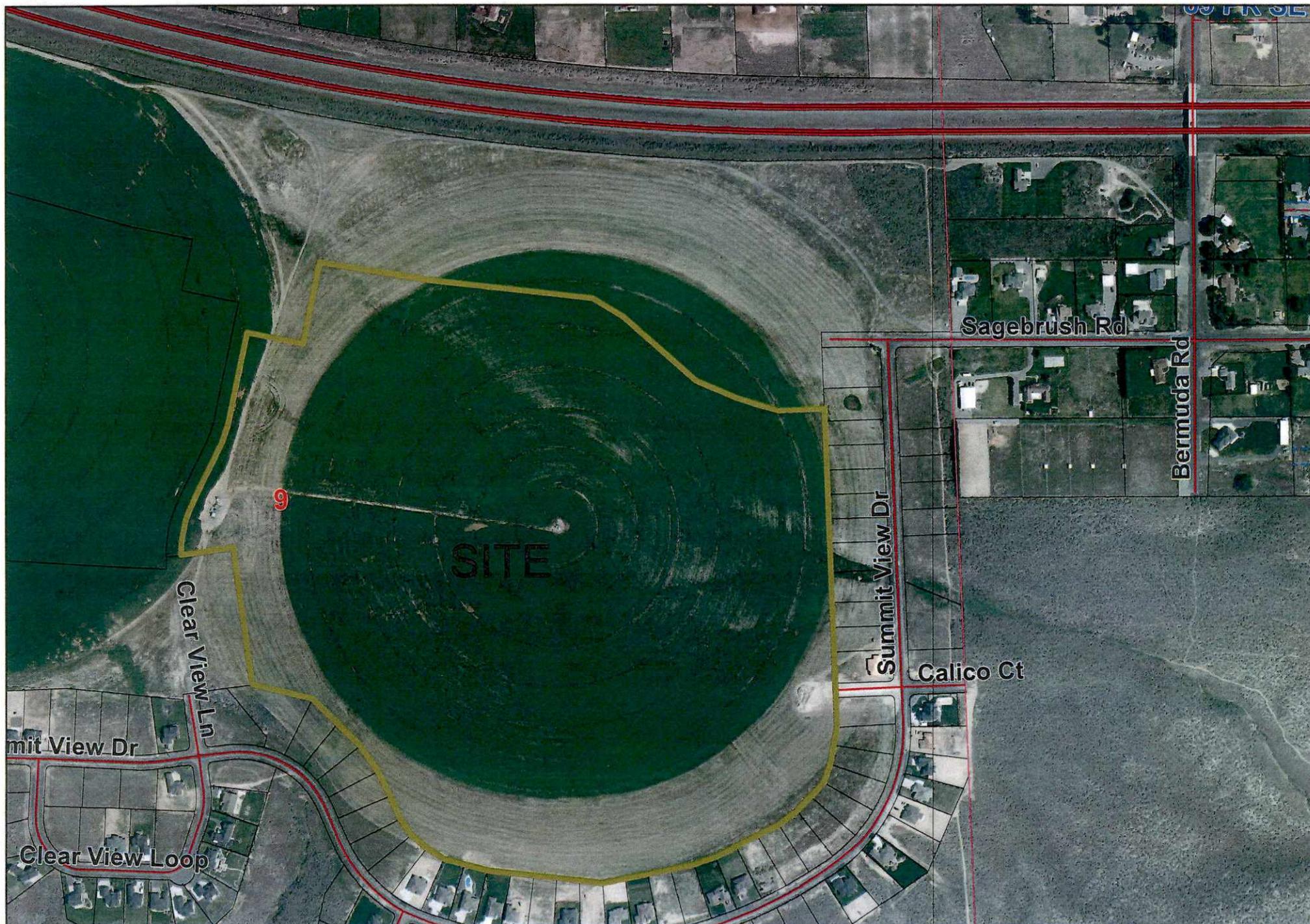
parks and recreation, playgrounds, schools and school grounds, and shall consider all relevant facts including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school; and (b) whether the public interest will be served by the subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication.

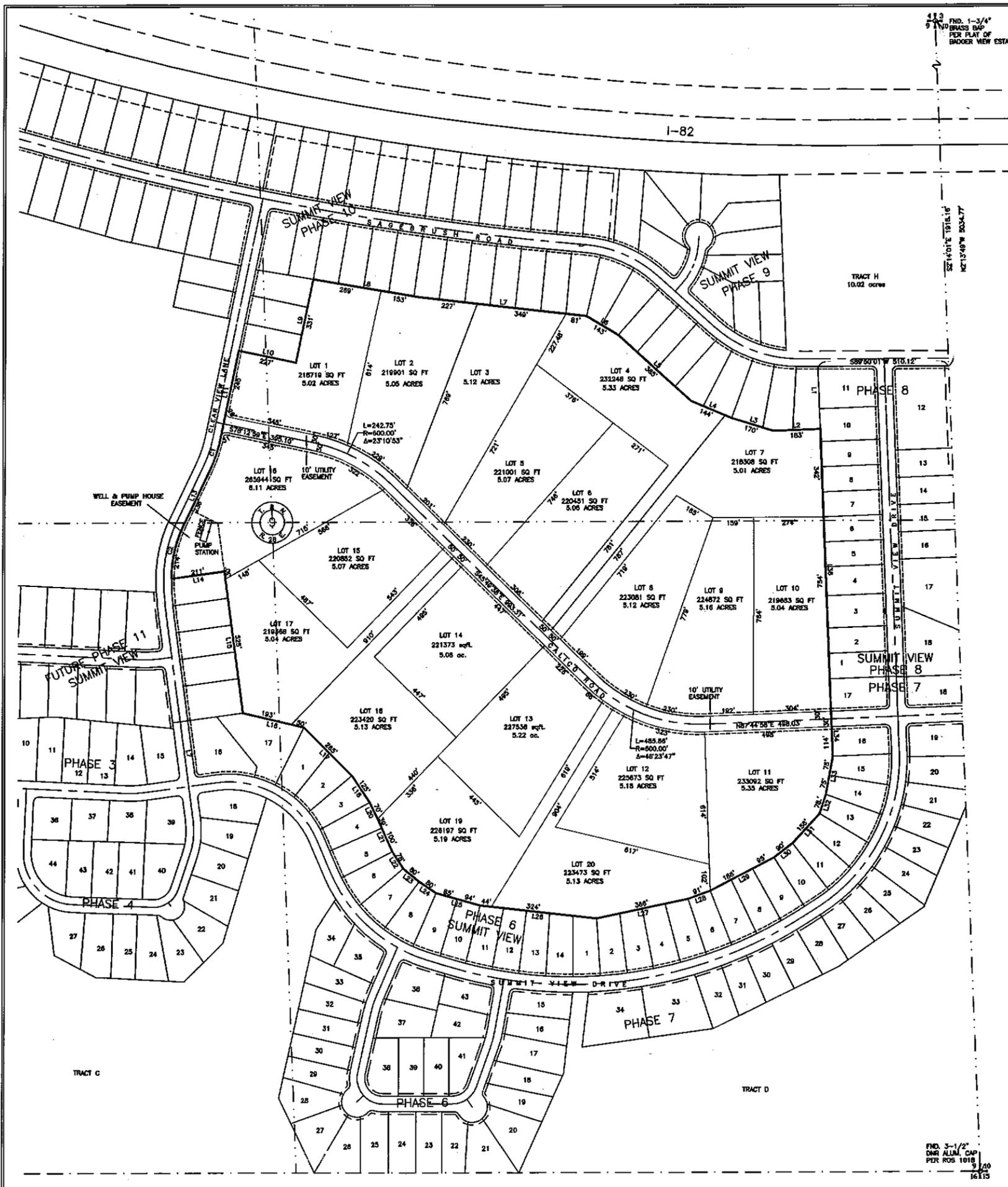
If the Preliminary Plat of **Steeplechase** was to be approved, this office would recommend that the following conditions be attached to such an approval.

1. That all lots in the final plat meet the design standards for final plat approval as specified in Benton County Code 9.08 as amended, and meet all of the zoning requirements as specified in BCC Title No. 11, as amended.
2. Prior to setting the date for final approval, the applicant provides written verification from the Summit View Water Works that the required improvements have been made so that the plat is served by individual on-site sewer system.
3. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV. be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
4. That all requirements necessary for storm drainage are provided, including any easements necessary for compliance with the Benton County Hydrology Manual. All natural drains are to be kept open and protected by the dedication of a drainage easement or the Benton County Department of Public Works must approve a pipe drainage plan.
5. Provisions shall be made to assure safe walking and/or waiting areas for students who will walk to and from school and for bus turn out areas. Written approval by the Kennewick School District must be provided to the Planning Department prior to setting the meeting date for the final plat. That roads within the proposed plat include the construction of a 5-foot wide sidewalk on each side of the road. The design and location of the sidewalks are to be approved by the Benton County Department of Public Works.
6. Contour lines shall be shown on the final plat or on a separate sheet at a maximum of 5' intervals.
7. That the Planning Department receives written verification from the Benton County Fire Marshal indicating that the required fire flow and adequate fire protection system have been installed and are functioning as per the requirements of BCC. If this is not accomplished a statement will need to be placed on the final plat indicating that: "No building permit shall be issued until the roads are constructed to at least subgrade standards." All roads must be constructed or bonded prior to the final plat being submitted for final plat approval.

8. That the following statement be placed on the final plat:
"Per BCC 11.16A.080(6) - Setback Requirements - All dwelling units and swimming pools shall have a setback of one hundred fifty (150) feet from any parcel located partially or wholly within the Growth Management Agricultural Act District (GMAAD) and from any adjacent orchard, hop field or vineyard (or combination thereof) of ten (10) acres or more on one parcel or on contiguous parcels under common ownership. Please contact the Benton County Planning Department for further information."
9. Prior to setting the date for final approval, the applicant provides written verification from the Washington State Department of Health that the Summit View Water Works system is in compliance with current state standards. Also the applicant must provide written verification from Washington State Department of Health that required improvements have been installed and inspected to provide water service to the proposed lots. The systems design shall include provisions for adequate fire flow as required by the Benton County Fire Marshal;
10. That any pipelines within the areas proposed for dedication of road right of way be upgraded to meet the Benton County Department of Public Works standards for pipelines located in road right of way. That the owners of the easement vacate the waterline easements located within the proposed road right of way.
11. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commission.
12. All roads must be constructed or bonded prior to the final plat hearing and if bonded the following statement must appear on the final plat:
"No building permits shall be issued until the roads are constructed to at least subgrade standards:"
13. That the final plat be reviewed and approved in writing by the Benton Franklin District Health Dept. prior to setting the final plat hearing.







PCR 1.2

PRELIMINARY PLAT OF STEEPLECHASE

LOCATED IN A PORTION OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M. BENTON COUNTY, WASHINGTON

RECEIVED

MAY - 2 2016

Benton County Planning Department

LEGAL DESCRIPTION

REAL PROPERTY LOCATED IN SECTION 9, TOWNSHIP 8 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF LOT 11 OF THE PLAT OF SUMMIT VIEW PHASE 8 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 474, RECORDS OF BENTON COUNTY, THENCE SOUTH 02°13'50" EAST, 242.92 FEET TO THE TRUE POINT OF BEGINNING;

Curve Table

CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	130.58	530.00	15°09'58"	S18°19'45"W	139.88
C2	214.74	470.00	26°10'43"	S12°49'23"W	212.88

LINE TABLE

LINE	DIRECTION	LENGTH
L1	N2°13'50"W	242.52
L2	S87°46'37"W	183.81
L3	N72°55'22"W	170.80
L4	N87°17'34"W	172.00
L5	N48°08'37"W	385.29
L6	N58°18'30"W	143.02
L7	N83°35'17"W	858.56
L8	N80°30'49"W	423.19
L9	S11°47'51"W	331.00
L10	N78°12'09"W	227.42
L11	S11°47'51"W	349.90
L13	S25°54'44"W	236.57
L14	N82°18'32"E	211.15
L15	S7°41'28"E	595.00
L16	S78°48'06"E	244.67
L17	S45°21'01"E	285.00
L18	S33°52'19"E	125.00
L20	S28°22'44"E	110.00
L21	S23°31'03"E	100.00

LINE TABLE

LINE	DIRECTION	LENGTH
L22	S33°12'24"E	78.00
L23	S51°02'00"E	80.00
L24	S88°28'58"E	80.00
L25	S74°37'40"E	179.00
L26	S83°44'14"E	456.00
L27	N78°11'58"E	366.00
L28	N70°15'10"E	92.00
L29	N62°41'19"E	281.00
L30	N52°54'28"E	90.00
L31	N42°22'19"E	158.00
L32	N18°18'14"E	78.00
L33	N10°41'59"E	150.00
L34	N2°13'50"W	300.00
L36	N2°13'50"W	871.65

DEVELOPER

CANDY MOUNTAIN, L.L.C.
 GEOFF CLARK
 P.O. BOX 1307
 GIG HARBOR, WA. 98335
 253-677-3402 (OFFICE)
 253-265-3163 (FAX)

OWNER

CANDY MOUNTAIN, L.L.C.
 GEOFF CLARK
 P.O. BOX 1307
 GIG HARBOR, WA. 98335
 253-677-3402 (OFFICE)
 253-265-3163 (FAX)

PREPARED BY

ROGERS SURVEYING INC.
 1455 COLUMBIA PARK TRAIL-STE 201
 RICHLAND, WASHINGTON 99352
 509-783-4141 (OFFICE)
 509-783-2994 (FAX)

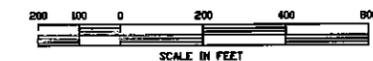
LAND USAGE

GROSS PLANNING AREA = 107.34 ACRES
 2,787 LINEAR FEET PLAT STREETS = 3.84 ACRES
 NET PLANNING AREA = 103.49 ACRES

103.49 ACRES X 43560 SQ. FT. = 225,401 SQ. FT. = 5.17 ACRES
 20 LOTS AVERAGE LOT SIZE

6.11 ACRES LARGEST LOT (16) 5.01 ACRES SMALLEST LOT (7)

ZONING = RURAL LANDS 5



RSI ROGERS SURVEYING INC., P.S.
 1455 COLUMBIA PARK TRAIL
 RICHLAND, WA. 99352
 PHONE (509) 783-4141
 FAX: (509) 783-2994
 www.rogerssurveying.com
 4/22/16 DRN BY: RDP 00116.DWG

Benton County Planning Department

Planning Annex, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

PCM 1.3

NOTICE OF APPLICATION

NOTICE IS HEREBY GIVEN that there has been proposed to the Benton County Planning Department, an application (File No. SUB 2016-003/EA 2016-12) dated for the preliminary plat of Steeplechase a subdivision of 107.34 acres into 20 lots with an average lot size of 5.17 acres by: Candy Mountain LLC. The date of the written determination of completeness on this action is August 8, 2016. The site is located on that portion of Section 9, Township 8 North, Range 28 East W.M., lying south of Sagebrush Road, East of Clear View Lane and West of Summit View Drive.

NOTICE IS GIVEN that the Planning Department will review the application and a public hearing will be scheduled at a later date. When a public hearing is scheduled, property owners within 300 feet of the boundaries of the project action will receive a public hearing notice. All concerned persons will have fourteen (14) days from the date of publication of this notice to comment in writing on this action. Please comment to Benton County Planning Department, P.O. Box 910, Prosser WA 99350.

NOTICE IS FURTHER GIVEN that said proposal will be reviewed under the requirements of the State Environmental Policy Act, as amended. After the fourteen-day comment period is up a determination will be made on this action as to the environmental impacts of the proposal.

More information concerning this action can be obtained by contacting the Benton County Planning Dept. P.O. Box 910, Prosser, WA, or by calling Prosser - 786-5612 or Tri-Cities - 736-3086.

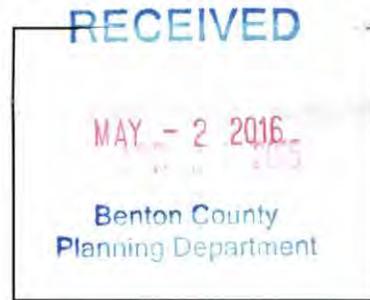
Dated at Prosser, Washington on this 8th day of August 2016.

CLARK A. POSEY, Assistant Planning Manager 

PUBLISH ON: August 12, 2016

BENTON COUNTY PRELIMINARY PLAT APPLICATION

File No. 2016-003/EAZZ16-012



1. Name of Plat STEEPLECHASE

2. Name and Address of Applicant CANDY MOUNTAIN LLC
P.O. BOX 1307
GIG HARBOR, WA 98335

Telephone 253 677-3402

If you wish to be contacted via email
please list your email address _____

3. Name and Address of Property Owner: CANDY MOUNTAIN LLC
P.O. BOX 1307
~~GIG HARBOR WA 98335~~ Gig Harbor WA 98335 +

Telephone 253 677-3402

4. Name and Address of Surveyor ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
SUITE 201 Richland WA 99352 +

Telephone 509 783-4141

5. Name and Address of Engineer: PENINSULA ENGINEERING SERVICES, INC.
P.O. BOX 1160
OLALLA, WA ~~857-0513~~ 98359

Telephone 253857-0513

6. Parcel No. and Legal description of property included in the final plat 109884000001000
SEE ATTACHED FOR LEGAL DESCRIPTION

7. Land Use Information:

Total area involved	<u>107.34 ACRES</u>	Acreage in parks	<u>0</u>
Total Number of lots	<u>20</u>	Length of public streets	<u>2,787 LINEAR FEET</u>
Smallest lot area	<u>5.01 ACRES</u>	Total acreage of public streets	<u>3.84 ACRES</u>
Average lot area	<u>5.17 ACRES</u>		1/1/15

8. Proposed annexation plans NONE AT THIS TIME

9. Short Plat Will be Served by:

Water City Water

Telephone Frontier

Sewer Septic Tank

Power Benton County PUD

Irrigation Private

Natural Gas No

School District Kennewick

Fire District District #1

10. Any other comments or information that is significant.

DOMESTIC AND IRRIGATION WATER WILL BE PROVIDED BY SUMMIT VIEW WATER WORKS.

11. Will this plat be finalized in phases? Yes No

12. Comprehensive Plan Designation RURAL LANDS 5

13. Zoning Designation RURAL LANDS 5

IF YOU HAVE ANY ADDITIONAL COMMENTS PLEASE ATTACH THEM ON A SEPARATE SHEET OF PAPER.

I hereby state that I/we are the applicant(s) of this application and that the owner of the property hereby approves this application. I/we also certify that the information given in this application is true and complete to the best of my/our knowledge.

Signature Block for individuals only.

_____ Applicant's Signature	_____ Print Name	_____ Date
_____ Signature of Legal Owners	_____ Print Name	_____ Date
_____ Signature of Person with additional ownership interest	_____ Print Name	_____ Date

1/1/15

ALL persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.

If the applicant or legal owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if there is more than one corporation/partnership/LLC signature required.

Applicant or Legal Owner: Candy Mountain LLC
Geoffrey Clark

By: GEOFFREY T. CLARK
(print name) (Title)

Signature: Geoffrey Clark
(Signature) (Title)

The above signed officer of Candy Mountain LLC (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit Candy Mountain LLC to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

(ALL) persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.)

FEE: \$350.00 plus \$10.00 per lot, submitted with the application. Checks are to be made payable to the Benton County Treasurer. THIS FEE IS NON-REFUNDABLE. THE RECORDING FEE IS TO BE PAID AT THE TIME OF RECORDING.

FOR OFFICIAL USE ONLY:
Critical Area Review Completed by _____ on _____
Application approved for processing by _____ on _____
Zoning _____ Comp Plan Designation _____

IF YOU HAVE ANY ADDITIONAL COMMENTS PLEASE ATTACH THEM ON A SEPARATE SHEET OF PAPER.

I also certify that the information given in this application is true and complete to the best of my knowledge.

Signature Block for individuals only.

_____ Applicant's Signature	_____ Print Name	_____ Date
_____ Signature of Legal Owners	_____ Print Name	_____ Date
_____ Signature of Person with additional ownership interest	_____ Print Name	_____ Date

ALL persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.

If the applicant or owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if more than one corporation/partnership/LLC signature is required.

Applicant or legal owner: Candy Mountain Limited Liability Company

By: Lindy A. Widner, Regional Vice President
(print name) (Title)

Signature: Lindy A Widner, Regional Vice President
(Signature) (Title)

The above signed officer of Rabo Agrifinance, Inc. (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit Candy Mountain Limited Liability Company to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

Clark Posey

From: Richard Moore <rmoorepe@yahoo.com>
Sent: Tuesday, July 26, 2016 10:16 AM
To: Clark Posey
Cc: Geoff Clark; Jeff Liner; John Baalman; Richard Moore
Subject: Steeplechase Hydrology (SUB 2016-003/EA 2016-012)

H Clark,

Per our discussion this morning - I note that Planning is waiting on a Preliminary Drainage Report for the Steeplechase plat.

I did a Drainage Report for the Summit View plat back in 2005 and submitted that to Benton County Public Works. The Summit View plat occupies all of Section 9. The proposed Steeplechase plat will be inside Section 9, as well, occupying area that has most recently been used for irrigated agriculture.

A new preliminary Drainage Report for the Steeplechase plat will add little of value to the information contained in the original Drainage Report prepared for the Summit View plat. The County is now still working with the same drainage manual that was in effect in 2005. As part of the Steeplechase plat, there will be a relatively small amount of new impervious surface area added to the total of impervious surfaces in Section 9. However, the addition of these new impervious surfaces will not significantly change the state of drainage in Section 9 and will not change the approach to drainage control that we have been implementing in all of the prior phases of development in Section 9.

In fact, I am certain that seasonal runoff in Section 9 will diminish significantly as a result of the changing land uses that will be occurring. Specifically, the two center pivot irrigation fields will be gone. On the east side of Section 9, the Steeplechase plat will replace a large irrigated field with residential lots. The lots will probably be irrigated, to some extent, but irrigation on the lots is likely to be much less extensive and less intense than the irrigation that occurred under the center pivot. On the west side of Section 9, the center pivot field was removed and has been replaced with vineyards that are drip-irrigated. The decrease in surface runoff from Section 9 is already noticeable from the latter change.

I hope the narrative above addresses the County's concerns about drainage in the new Steeplechase plat. Please let me know if I can provide additional information or answer any questions you may have.

Best Regards,

Richard Moore PE
Peninsula Engineering Services, Inc.
253.857.0513

RECEIVED

JUL 26 2016

Benton County
Planning Department

DETERMINATION OF NON-SIGNIFICANCE

Description of proposal: The preliminary plat of Steeplechase a subdivision of 107.34 acres into 20 lots with an average lot size of 5.17 acres.

Proponent Candy Mountain LLC
P.O. Box 1307
Gig Harbor, WA 98335

File No. **EA 2016-012**

Location of proposal, including street address, if any: The site is located .on that portion of Section 9, Township 8 North, Range 28 East, W.M. on Parcel lying South of Sagebrush Road, East of Clear View Lane and West of Summit View Drive on Parcel #1-0988-400-0001-001.

Lead agency: **BENTON COUNTY**

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under WAC197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by September 12, 2016.

If you have questions about this DNS or the details of the proposal, contact Michael Shuttleworth using the information below.

Responsible Official: Michael Shuttleworth
Position/Title: Planning Manager
Address: P.O. Box 910, Prosser WA 99350
• Email planning.department@co.benton.wa.us
• Phone/Fax: (509)786-5612/(509) 786-5629;

DATE OF ISSUE: August 29, 2016

Signature: 

THERE IS NO AGENCY APPEAL.

DISTRIBUTION:

Applicant
News Media
Benton County Building Office
Dept. of Natural Resources-Olympia
Dept. of Natural Resources -Ellensburg
Benton Clean Air Authority
Bureau of Reclamation
Benton County Public Works
Benton Franklin Dist. Health Dept.
Department of Transportation
Washington State Department of Health

Department of Ecology - Olympia
Department of Ecology - Yakima
Fire District #1
Fire Marshal
City of Richland
Bureau of Land Management
Department of Fish and Wildlife
Office of Arch. & Historic Preservation
Futurewise

MAY - 2 2016

A. background

EA 2016-012/SUB 2016-003

Benton County
Planning Department

- 1. Name of proposed project, if applicable: The plat of Steeplechase
- 2. Name and address of applicant: Candy Mountain, LLC P. O. Box 1307
Gig Harbor, WA 98335
- 3. Phone number of applicant and contact person: 253 677-3402
Geoff Clark
- 4. Date checklist prepared: 4-20-16
- 5. Agency requesting checklist: Benton County Planning Dept.
- 6. Proposed timing or schedule (including phasing, if applicable): Immediate development
one phase
- 7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

NO

- 8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

None

- 9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

None

- 10. List any government approvals or permits that will be needed for your proposal, if known.

Approval of the preliminary and final plats

- 11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Development of 107.34 acres into 20 5+ Acre single family lots and one new county road extension with domestic and irrigation water and power etc. to serve the lots.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Section 9, T8N, R28EWM. The project site will be bounded on all sides by the Plats of Summit View phases 6 through 10.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site
(circle one): Flat, rolling, hilly, steep slopes, mountainous, other

Flat

b. What is the steepest slope on the site (approximate percent slope)?

5%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

clay and sand

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Minimal grading only for the new Street.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Some wind erosion during construction is possible

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

less than 10%

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Application of water on the soil during construction.

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Minimal amounts from construction activity and motor vehicles after construction is complete.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Application of water to soils during construction to control dust.

3. Water

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year- round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

no.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

no.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

none

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

no.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

no.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

no.

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

no.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

The 20 new homes will be served by individual septic systems on their lots.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Storm water from the road will be contained in roadside ditches, engineered catch basins and drywells.

2) Could waste materials enter ground or surface waters? If so, generally describe.

No.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

no.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Engineered drainage system for the road.

4. Plants

a. Check the types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- orchards, vineyards or other permanent crops
- wet soil plants, cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other

b. What kind and amount of vegetation will be removed or altered?

The existing vegetation will be removed during construction.

c. List threatened and endangered species known to be on or near the site.

none

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

The individual lots will be landscaped and/or planted with pasture.

e. List all noxious weeds and invasive species known to be on or near the site.

none

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other

songbirds, rodents

b. List any threatened and endangered species known to be on or near the site.

none

c. Is the site part of a migration route? If so, explain.

Only as all of the Northwest area is on migration routes.

d. Proposed measures to preserve or enhance wildlife, if any:

Planting of pastures and or landscaping.

e. List any invasive animal species known to be on or near the site.

none.

6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

electric energy to power homes

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

no.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Use of energy efficient heating and cooling and appliances in the homes.

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

no.

1) Describe any known or possible contamination at the site from present or past uses.

none

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

none.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

none

4) Describe special emergency services that might be required.

none

5) Proposed measures to reduce or control environmental health hazards, if any:

none

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

traffic

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Noise from construction operations and traffic after construction is complete

3) Proposed measures to reduce or control noise impacts, if any:

none

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

The adjacent land is single family residential. There is some farming to the west.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

The land has been recently used as farm land.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

It will not affect such activities.

c. Describe any structures on the site.

There is a pumping station building on the site located on lot 16.

d. Will any structures be demolished? If so, what?

no

e. What is the current zoning classification of the site?

rural lands 5

f. What is the current comprehensive plan designation of the site?

rural lands 5

g. If applicable, what is the current shoreline master program designation of the site?

N/A

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

no

i. Approximately how many people would reside or work in the completed project?

50

j. Approximately how many people would the completed project displace?

none

k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

It is compatible

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

It is compatible

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

20 middle income

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

none

- c. Proposed measures to reduce or control housing impacts, if any:

N/A

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

30' wood

- b. What views in the immediate vicinity would be altered or obstructed?

none

- c. Proposed measures to reduce or control aesthetic impacts, if any:

Use of aesthetically pleasing building materials

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

minimal with the new homes

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

no

c. What existing off-site sources of light or glare may affect your proposal?

none

d. Proposed measures to reduce or control light and glare impacts, if any:

none

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

No designated ones. Walking, bike riding horseback riding in the vicinity.

b. Would the proposed project displace any existing recreational uses? If so, describe.

no

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

none

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

no

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

no

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

none

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

none

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

A new street Calico road will be extended from Summit View Drive on the east to Clearview.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

no

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

none completed none deleted

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

the extension of calico road Public road

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

no

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

200 peak in commute times

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

no.

h. Proposed measures to reduce or control transportation impacts, if any:

extension of Calico road

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

Only to the extent that adding 20 additional homes would require.

b. Proposed measures to reduce or control direct impacts on public services, if any.

Construction of the new road and utility extensions to the lots.

16. Utilities

a. Circle utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other: irrigation

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

water & irrigation (summit view water works) electrical (BPUD) Phone & TV (Frontier & Chartr)

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Name of signee Kirk Rathbun

Position and Agency/Organization Candy Mountain LLC

Date Submitted: 4-21-16

D. supplemental sheet for nonproject actions

(**IT IS NOT NECESSARY** to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Proposed measures to avoid or reduce such increases are:

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

3. How would the proposal be likely to deplete energy or natural resources?

Proposed measures to protect or conserve energy and natural resources are:

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?
-

Proposed measures to protect such resources or to avoid or reduce impacts are:

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Proposed measures to reduce or respond to such demand(s) are:

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

ESA LISTED SALMONIDS CHECKLIST

The Listed Salmonids Checklist is provided in order that the county may initially identify a project's potential impacts (if any) on salmonids that have been listed as "threatened" or "endangered" under the Federal Endangered Species Act (ESA). A salmonid is any fish species that spends part of its life cycle in the ocean and returns to fresh water. Potential project impacts that may result in a "taking" of listed salmonids must be avoided, or mitigated to insignificant levels. Generally, under ESA, a "taking" is broadly defined as any action that causes the death of, or harm to, the listed species. Such actions include those that affect the environment in ways that interfere with or reduce the level of reproduction of the species.

If ESA listed species are present or ever were present in the watershed where your project will be located, your project has the potential for affecting them, and you need to comply with the ESA. The questions in this section will help determine if the ESA listing will impact your project. The Fish Program Manager at the appropriate Department of Fish and Wildlife (DFW) regional office can provide information for the following two questions. Please contact the Dept. of Fish and Wildlife at 1701 S. 24th, Yakima WA 98902-5720, Phone No. 509-575-2740.

1. Are ESA listed salmonids currently present in the watershed in which your project will be?

YES NO

Please Describe.

steelhead and salmon in Columbia and Yakima rivers

2. Has there ever been an ESA listed salmonid stock present in this watershed?

YES NO

Please Describe.

If you answered "yes" to either of the above questions, you should complete the remainder of this checklist.

PROJECT SPECIFIC : The questions in this section are specific to the project and vicinity.

A1. Name of watershed Columbia and Yakima rivers

A2. Name of nearest waterbody Yakima river

A3. What is the distance from this project to the nearest body of water?

4 miles

Often a buffer between the project and a stream can reduce the chance of a negative impact to fish.

A4. What is the current land use between the project and the potentially affected water body (parking lots, farmland, etc.)

residential, vacant land, farmland, commercial

A5. Is the project above a:

Natural permanent barrier (waterfall) YES NO

Natural temporary barrier (beaver pond) YES NO

Man-made barrier (culvert, dam) YES NO

Other (explain) _____

A6. If yes, are there any resident salmonid populations above the blockage?

YES NO Don't Know

A7. area)? What percentage of the project will be impervious surface (including pavement & roof) less than 10%

FISH MIGRATION: The following questions will help determine if this project could interfere with migration of adult and juvenile fish. Both increases and decreases in water flows can affect fish migration.

B1. Does the project require the withdrawal of

a. Surface water? YES NO

Amount _____

Name of surface water body _____

b. Ground water? YES NO

Amount _____

From Where _____

Depth of well _____

B2. Will any water be rerouted? YES NO

If yes, will this require a channel change?

B3. Will there be retention ponds? YES NO

If yes, will this be an infiltration pond or a surface discharge to either a municipal storm water system or a surface water body?

If to a surface water discharge, please give the name of the waterbody.

B4. timing of water reaching a stream and may, thus, impact fish habitat. Will this project require the building of new roads? Increased road mileage may affect the

B5. Are culverts proposed as part of this project? YES NO

B6. Will topography changes affect the duration/direction of runoff flows?

YES NO

If yes describe the changes.

B7. Will the project involve any reduction of the floodway or floodplain by filling or other partial blockage of flows? YES NO

If yes, how will the loss of flood storage be mitigated by your project?

WATER QUALITY: The following questions will help determine if this project could adversely impact water quality. Such impacts can cause problems for listed species. Water quality can be made worse by runoff from impervious surfaces, altering water temperature, discharging contaminants, etc.

C1. Do you know of any problems with water quality in any of the streams within this watershed? YES NO

If yes please describe.

C2. Will your project either reduce or increase shade along or over a waterbody? YES NO

Removal of shading vegetation or the building of structures such as docks or floats often result in a change in shade.

C3. Will the project increase nutrient loading or have the potential to increase nutrient loading or contaminants (fertilizers, other waste discharges, or runoff) to the waterbody?

YES NO

C4. Will turbidity be increased because of construction of the project or during operation of the project? In-water or near water work will often increase turbidity. YES NO

C5. Will your project require long term maintenance, i.e., bridge cleaning, highway salting, chemical sprays for vegetation management, clearing of parking lots? YES NO
Please Describe.

Vegetation: The following questions are designed to determine if the project will affect riparian vegetation, thereby, adversely impacting salmon.

D1. Will the project involve the removal of any vegetation from the stream banks?

YES NO

If yes, please describe the existing conditions and the amount and type of vegetation to be removed.

D2. If any vegetation is removed, do you plan to re-plant? YES NO

If yes, what types of plants will you use?

FOR OFFICIAL USE ONLY:

Critical Area Review Completed by _____ on _____

Application approved for processing by _____ on _____

Zoning and Comp Plan Designation _____

Benton County Planning Department

Planning Annex, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

PCM 1.5

NOTICE OF OPEN RECORD HEARING

NOTICE IS GIVEN that the following items will be considered by the Benton County Planning Commission at a public hearing on Tuesday, September 13, 2016, at 7 p.m. in the Planning Annex Hearing Room, Benton County Planning Department, 1002 Dudley Avenue, Prosser, WA 99350. All concerned persons may appear and present any support for or objections to the ordinance amendments or subdivisions or provide written testimony to the Planning Commission in care of the Planning Department on or before the date of the hearings. It is suggested that if you plan on attending the hearing that you call the Benton County Planning Department by 4 p.m. the afternoon of the hearing to confirm that the hearing will be conducted as scheduled.

SUB 2016-003/EA 2016-012 - the preliminary plat of Steeplechase, a subdivision of 107.34 acres into 20 lots with an average lot size of 5.17 acres by: Candy Mountain LLC. The site is located on that portion of Section 9, Township 8 North, Range 28 East W.M., lying south of Sagebrush Road, East of Clear View Lane and West of Summit View Drive.

SUB 2016-005/EA 2016-016 - the preliminary plat of La Buena Vida Estates, a subdivision of 20.9 acres into 15 lots by: Dos Cabras Viejas, LLC. The site is located at the terminus of Breeze Lane and Thunder Road, South of Breez'n In Estates #3 on Lot 2 of Short Plat 2724 in Section 12, Township 9 North, Range 26, East, W.M.

At this hearing, the Planning Commission may recommend approval, approval with conditions or disapproval of the preliminary plat applications to the Benton County Board of Commissioners.

NOTICE IS FURTHER GIVEN that said proposals have been reviewed under the requirements of the State Environmental Policy Act, as amended, along with the Environmental Checklist and other information. Determinations have been made as to the environmental impacts of the proposals and a Determination of Non-Significance was issued on August 11, 2016 for the preliminary plat of La Buena Vida Estates.

A Determination of Non-Significant was issued on August 29, 2016 for the preliminary plat of Steeplechase. Any comments regarding the determination and the environmental impacts of the proposals can be made at the hearing before the Planning Commission at the time and place indicated above, or be made in writing to the Planning Department by 5 p.m. September 12, 2016.

ORDINANCE AMENDMENT BCC CHAPTER 9.08 – Platting and Subdivision; amending BCC 9.08.036 and BCC 9.08.037. Section 1 - Preliminary Plat Approval - Changing the timeline for the effective dates of preliminary plats. Section 2 - Large Developments - deleting wording regarding the timeframe for preliminary plats. Section 3 - Severability. Section 4. Effective date - This ordinance shall take effect and be in full force upon its passage and adoption.

FURTHER INFORMATION regarding the preliminary plat applications and copies of the proposed ordinances are available at no cost to the public from the Benton County Planning Department at the following address: 1002 Dudley Avenue, P O Box 910, Prosser, WA 99350 or by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

It is Benton County's policy that no qualified individual with a disability shall by reason of such disability be excluded from participation in public meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the ADA Coordinator or the Benton County Planning Department at the above stated phone numbers and/or address no later than 48 hours prior to the date of the meeting. The Request for Reasonable Accommodation form is available online at www.co.benton.wa.us or from the Planning Department.

Dated at Prosser, Washington on this 26th day of August 2016.

MARTIN SHEERAN, Chairman
BENTON COUNTY PLANNING COMMISSION

/s/MICHAEL SHUTTLEWORTH,
Planning Manager

PUBLISH ON: September 1, 2016



RECEIVED

PCM 1.6

AUG 12 2016

Benton County
Planning Department

May 23, 2016

Geoff Clark
Candy Mountain, LLC
P.O. Box 1307
Gig Harbor, WA 98335

RE: Preliminary Review of Steeplechase Long Plat review of the property on Parcel # 1-0988-400-0001-000, Benton County.

Dear Mr. Clark:

This department completed a preliminary plat review on May 13th 2016 of the above referenced plat proposal. This department has reviewed the above referenced plat in accordance with our current land development policies and requirements for new subdivisions. Our findings are listed below:

1. There 20 lots ranging from 5.01 acres to 6.11 acres.
2. The proposed land use is for single family dwellings.
3. Soils encountered throughout the proposed plat area are a type V silt loam.
4. Slopes are variable throughout the plat.
5. Proposed domestic water supply is the Summit View Water System.

Findings indicate the above referenced plat generally meets our requirements for plats utilizing onsite sewage disposal systems and an off site public water supply, provided:

1. The extension to the Summit View Water System must be developed and approved in accordance with WAC 246-290.
2. All lots shall have a minimum of a ½ acre in size and contain a minimum of 20,000 square feet of usable land area.
3. All wells, irrigation lines, canals, and surface waters within 150ft of the plat are shown on the plat map.
4. Prior to final approval, this office must be given the opportunity to review the final plat for compliance with Benton-Franklin Health Department Rules and Regulations No. 2, and WAC 246-272A, and issue appropriate comments to the Benton County Planning Department.

ENVIRONMENTAL HEALTH & COMMUNITY HEALTH CENTERS

Page 2
Geoff Clark
Candy Mountain, LLC
May 23, 2016

5. Prior to the issuance of any on-site sewage disposal permits, additional test holes may be required to verify acceptable area for initial and replacement sewage disposal system and design criteria such as trench depth on each lot.
6. It is recommended that some provision be made to facilitate future connection to a municipal sewer utility at such time as said utility becomes available.
7. The following statement are placed on the plat:
"This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin Board of Health Rules and Regulation at the time of permit issuance. Further be advised this department's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections, percolation tests, and/or other requirements at a later date."

This recommendation is based on present known site conditions and does not guarantee the granting of an on-site sewage disposal permit. Our approval of any lot within this plat may be contingent upon that lot passing additional soil inspections/percolation tests, and/or other requirements at a later date. Should adverse site conditions be revealed at a later date, the Health Department reserves the right to impose restrictions or deny the issuance of any on-site sewage disposal permit.

Your application will be held in an active state until April 18th 2017, at which time the submittal will be deemed null and void should this proposal not be developed by that time.

If you have any questions, please contact me at the Health Department at (509)460-4316.

Sincerely,



Deana Chiodo
Environmental Health Specialist I

CC: Rogers Surveying Inc.

Please check each one that you feel is appropriate for your agency.

If you have any comments or objections - please elaborate under item no. 9.

	Approval	Object
1. Lot size of _____	_____	_____
2. Access (Roads, alleys & other public ways)	_____	_____
3. Water Supply	_____	_____
4. Sanitary waste disposal systems	_____	_____
5. Parks and Playgrounds	_____	_____
6. Fire protection facilities	_____	_____
7. Drainage and storm water easements	_____	_____
8. Utility easements (Phone, water, gas, etc.)	_____	X
9. <i>Show new utility easements as shown on attached drawings</i>		
<i>Rock Sunford - Benton PUD 582-1271</i>		

I certify that the above recommendations are adequate for this agency.

RECEIVED
 AUG 17 2016
 Benton County
 Planning Department

Signature _____
 Agency Benton PUD
 Date _____
 Project Name Steeplechase
 File No. SUB 2016-003/EA 2016-012



August 12, 2016

Benton County Planning Department
Attn: Clark Posey
PO Box 6270
Prosser, WA 99350

RECEIVED

AUG 17 2016

Benton County
Planning Department

Re: File No. SUB 2016-003 Plat Name: Steeplechase

Dear Clark:

Please forward this letter to the Developer/Owner of this property. This letter is a follow up to your request for electrical service to your new project. Thank you for deciding to build in our service area. There are several items we will need from you to begin the electrical design for your project. These items include:

- a) A complete set of detailed plans
- b) Detailed Site Plan
- c) Will the project be phased, if so you need to show on drawing
- d) One-line diagram showing the electrical layout
- e) Service address
- f) Contact person for this project, including mailing address for all correspondence
- g) Type of heating/cooling system (heat pump, forced air, gas, etc.) for subdivision
- h) Proposed start date of project or date service is required.
- i) Copy of property deed, including the tax parcel identification number
- j) AutoCAD 2010 drawing of the project

Our design process will not begin until we have received all of the above items. Upon receipt of these items, we will use them to plan an electrical design to serve your project. After completion of the design, a packet will be mailed to the designated contact person. Any items requiring follow up (such as fees, application for service, easements, and developer's agreement, etc.) will be included in this packet. If one or more of these items are required, we will need the item(s) returned to us before the job is scheduled.

Design of large projects can take up to six weeks. Construction on these projects may take up to twelve weeks. The delivery of materials for the project can take six months. In some cases system outages are required and construction periods may be restricted to certain times of the year.

Thank you again for your inquiry. If you have further questions, please call me at (509) 582-1271.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ricky L. Sunford".

Ricky L. Sunford, Distribution Design Technician
Benton County PUD

RLS:jlw

PRELIMINARY PLAT OF STEEPLECHASE

LOCATED IN A PORTION OF SECTION 9,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
BENTON COUNTY, WASHINGTON

RECEIVED

4-2-2016

Benton County
Planning Department

LEGAL DESCRIPTION

PARCEL B

REAL PROPERTY LOCATED IN SECTION 9, TOWNSHIP 8 NORTH, RANGE 28 EAST,
WILLAMETTE MERIDIAN, BENTON COUNTY, WASHINGTON BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11 OF THE PLAT OF SUMMIT VIEW
PHASE 8 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE
474, RECORDS OF BENTON COUNTY; THENCE SOUTH 02°13'50" EAST, 242.52 FEET TO
THE TRUE POINT OF BEGINNING;

THENCE SOUTH 87°46'37" WEST, 183.81 FEET; THENCE NORTH 72°55'22" WEST, 170.60
FEET; THENCE NORTH 67°17'34" WEST, 172.00 FEET; THENCE NORTH 48°08'37" WEST,
385.29 FEET; THENCE NORTH 59°15'30" WEST, 143.02 FEET; THENCE NORTH 83°35'17"
WEST, 658.36 FEET; THENCE NORTH 80°30'49" WEST, 423.19 FEET; THENCE SOUTH
11°47'51" WEST, 331.00 FEET; THENCE NORTH 78°12'09" WEST, 227.42 FEET; THENCE
SOUTH 11°47'51" WEST, 349.90 FEET TO THE BEGINNING OF A 530.00 FEET RADIUS
CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY, 130.56 FEET ALONG THE ARC OF
SAID CURVE THROUGH A CENTRAL ANGLE OF 14°06'53"; THENCE SOUTH 25°54'44"
SOUTH 236.57 FEET TO THE BEGINNING OF A 470.00 FEET RADIUS CURVE CONCAVE TO
THE EAST; THENCE SOUTHERLY, 214.74 FEET ALONG THE ARC OF SAID CURVE THROUGH
A CENTRAL ANGLE OF 26°10'43"; THENCE NORTH 82°18'32" EAST, 211.15 FEET;
THENCE SOUTH 07°41'28" EAST, 555.00 FEET TO A POINT ON THE NORTH LINE OF LOT
17 OF THE PLAT OF SUMMIT VIEW - PHASES 3 & 4 AS RECORDED IN VOLUME 15 OF
PLATS, PAGE 299, RECORDS OF BENTON COUNTY; THENCE SOUTH 76°48'06" EAST,
244.87 FEET ALONG THE NORTH LINE OF SAID LOT TO THE NORTHEAST CORNER OF
SAID PLAT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF SUMMIT
VIEW - PHASE 6 AS RECORDED IN VOLUME 15 OF PLATS, PAGE 372, RECORDS OF
BENTON COUNTY; THENCE SOUTH 42°21'01" EAST, 265.00 FEET ALONG THE NORTH LINE
OF SAID PLAT; THENCE SOUTH 33°52'19" EAST, 125.00 FEET ALONG THE NORTH LINE
OF SAID PLAT; THENCE SOUTH 26°22'44" EAST, 110.00 FEET ALONG THE NORTH LINE
OF SAID PLAT; THENCE SOUTH 23°10'33" EAST, 100.00 FEET ALONG THE NORTH LINE
OF SAID PLAT; THENCE SOUTH 33°12'24" EAST, 78.00 FEET ALONG THE NORTH LINE
OF SAID PLAT; THENCE SOUTH 51°02'00" EAST, 80.00 FEET ALONG THE NORTH LINE
OF SAID PLAT; THENCE SOUTH 56°28'58" EAST, 80.00 FEET ALONG THE NORTH LINE
OF SAID PLAT; THENCE SOUTH 74°37'40" EAST, 179.00 FEET ALONG THE NORTH LINE
OF SAID PLAT; THENCE SOUTH 83°44'14" EAST, 354.00 FEET ALONG THE NORTH LINE
OF SAID PLAT TO THE NORTHWEST CORNER OF LOT 1 OF THE PLAT OF SUMMIT VIEW
PHASE 8 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE 395,
7 RECORDS OF BENTON COUNTY; THENCE SOUTH 83°44'14" EAST, 92.00 FEET ALONG SAID
NORTH LINE OF SAID PLAT; THENCE NORTH 78°11'58" EAST, 366.00 FEET ALONG SAID
NORTH LINE; THENCE NORTH 70°15'10" EAST, 92.00 FEET ALONG SAID NORTH LINE;
THENCE NORTH 82°41'19" EAST, 281.00 FEET ALONG SAID LINE; THENCE NORTH
52°54'28" EAST, 90.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 42°52'19" EAST,
156.00 FEET ALONG THE WEST LINE OF SAID PLAT; THENCE NORTH 18°18'14" EAST,
78.00 FEET ALONG SAID WEST LINE; THENCE NORTH 10°41'59" EAST, 150.00 FEET
ALONG SAID WEST LINE; THENCE NORTH 02°13'50" WEST, 300.00 FEET ALONG SAID
WEST LINE TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT OF SUMMIT VIEW
PHASE 8; THENCE NORTH 2°13'50" WEST, 971.65 FEET ALONG THE WEST LINE OF SAID
PLAT TO THE TRUE POINT OF BEGINNING.

CONTAINS 107.34 ACRES.

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	130.56	530.00	15°09'58"	S18°19'45"W	139.88
C2	214.74	470.00	26°10'43"	S12°49'23"W	212.88

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N2°13'50"W	242.52
L2	S87°46'37"W	183.81
L3	N72°55'22"W	170.60
L4	N67°17'34"W	172.00
L5	N48°08'37"W	385.29
L6	N59°15'30"W	143.02
L7	N83°35'17"W	658.36
L8	N80°30'49"W	423.19
L9	S11°47'51"W	331.00
L10	N78°12'09"W	227.42
L11	S11°47'51"W	349.90
L12	S25°54'44"W	236.57
L13	N82°18'32"E	211.15
L14	S74°37'40"E	555.00
L15	S74°37'40"E	555.00
L16	S76°48'06"E	244.87
L17	S45°21'01"E	265.00
L18	S33°52'19"E	125.00
L19	S26°22'44"E	110.00
L20	S23°31'03"E	100.00

LINE TABLE		
LINE	DIRECTION	LENGTH
L22	S33°12'24"E	78.00
L23	S51°02'00"E	80.00
L24	S56°28'58"E	80.00
L25	S74°37'40"E	179.00
L26	S83°44'14"E	456.00
L27	N78°11'58"E	366.00
L28	N70°15'10"E	92.00
L29	N62°41'19"E	281.00
L30	N52°54'28"E	90.00
L31	N42°52'19"E	156.00
L32	N18°18'14"E	78.00
L33	N10°41'59"E	150.00
L34	N2°13'50"W	300.00
L36	N2°13'50"W	971.65

DEVELOPER
CANDY MOUNTAIN, L.L.C.
GEOFF CLARK
P.O. BOX 1307
GIG HARBOR, WA. 98335
253-677-3402 (OFFICE)
253-265-3163 (FAX)

OWNER
CANDY MOUNTAIN, L.L.C.
GEOFF CLARK
P.O. BOX 1307
GIG HARBOR, WA. 98335
253-677-3402 (OFFICE)
253-265-3163 (FAX)

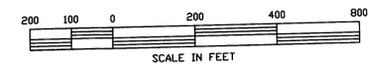
PREPARED BY
ROGERS SURVEYING INC.
1455 COLUMBIA PARK TRAIL - STE 201
RICHLAND, WASHINGTON 99352
509-783-4141 (OFFICE)
509-783-2994 (FAX)

LAND USAGE
GROSS PLANNING AREA = 107.34 ACRES
2,787 LINEAR FEET PLAT STREETS = 3.84 ACRES
NET PLANNING AREA = 103.49 ACRES

103.49 ACRES X 43560 SQ. FT. = 225,401 SQ. FT. = 5.17 ACRES
20 LOTS AVERAGE LOT SIZE

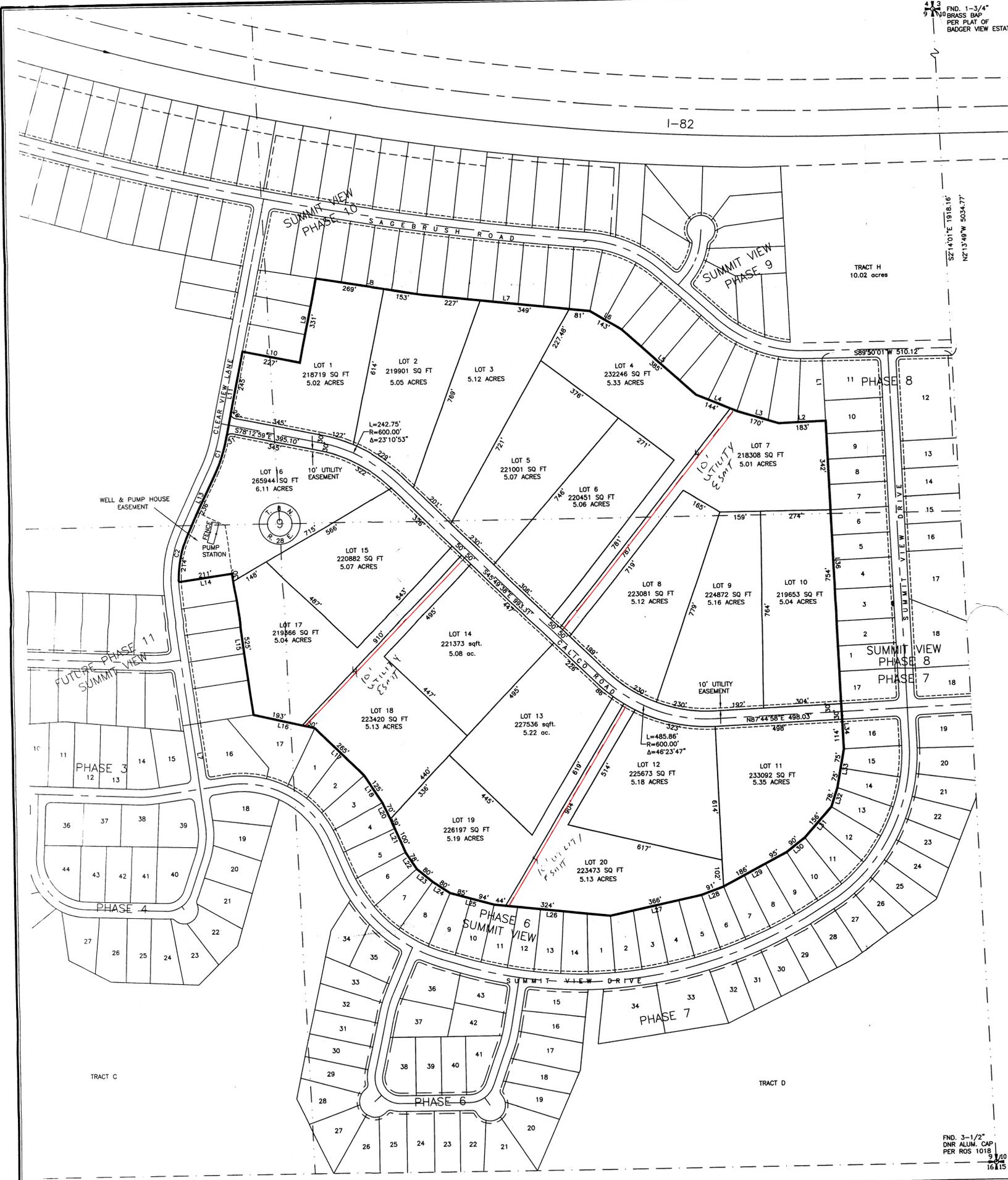
6.11 ACRES LARGEST LOT (16)
5.01 ACRES SMALLEST LOT (7)

ZONING = RURAL LANDS 5



RSI ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX (509) 783-8994
www.rogerssurveying.com

4/22/16 DRN BY: RDP 00116.DWG



FND. 1-3/4"
BRASS BAP
PER PLAT OF
BADGER VIEW ESTAT

FND. 3-1/2"
DNR ALUM. CAP
PER ROS 1019

Please check each one that you feel is appropriate for your agency.

If you have any comments or objections - please elaborate under item no. 9.

	Approval	Object
1. Lot size of <u>5 Ac.</u>	<input checked="" type="checkbox"/>	_____
2. Access (Roads, alleys & other public ways)	<input checked="" type="checkbox"/>	_____
3. Water Supply	<input checked="" type="checkbox"/>	_____
4. Sanitary waste disposal systems	_____	_____
5. Parks and Playgrounds	_____	_____
6. Fire protection facilities	<input checked="" type="checkbox"/>	_____
7. Drainage and storm water easements	_____	_____
8. Utility easements (Phone, <u>water</u> , gas, etc.)	<input checked="" type="checkbox"/>	_____
9. _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that the above recommendations are adequate for this agency.

Signature 

Agency Summitview Water Works

Date 8-15-2016

Project Name Steeplechase

File No. SUB 2016-003/EA 2016-012

RECEIVED

AUG 17 2016

Benton County
Planning Department



PCM 1.9

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

1250 W Alder St • Union Gap, WA 98903-0009 • (509) 575-2490

August 22, 2016

RECEIVED

Clark Posey
Benton County Planning
PO Box 910
Prosser, WA 99350

AUG 22 2016

Benton County
Planning Department

Re: SUB 2016-003/EA2016-012

Dear Mr. Posey:

Thank you for opportunity to comment on the pre-threshold determination for the Steeplechase subdivision of 107.34 acres into 20 lots, proposed by Candy Mountain, LLC. We have reviewed the environmental checklist and have the following comment.

TOXICS CLEAN-UP

Based upon the historical agricultural use of this land, there is a possibility the soil contains residual concentrations of pesticides. Ecology recommends that the soils be sampled and analyzed for lead and arsenic, and for organochlorine pesticides. If these contaminants are found at concentrations above the Model Toxics Control Act cleanup levels Ecology recommends that potential buyers be notified of their occurrence.

If you have any questions or would like to respond to these Toxics Clean-up comments, please contact **Valerie Bound** at (509) 454-7886 or email at valerie.bound@ecy.wa.gov.

WATER QUALITY

Project with Potential to Discharge Off-Site

The NPDES Construction Stormwater General Permit from the Washington State Department of Ecology is required if there is a potential for stormwater discharge from a construction site with disturbed ground. This permit requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. Obtaining a permit is a minimum of a 38 day process and may take up to 60 days if the original SEPA does not disclose all proposed activities.

The permit requires that Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) is prepared and implemented for all permitted construction sites. These control measures must be able to prevent soil from being carried into surface water (this includes storm drains) by



Mr. Posey
August 22, 2016
Page 2

stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading or construction.

More information on the stormwater program may be found on Ecology's stormwater website at: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/>. Please submit an application or contact **Mark Peterschmidt** at the Department of Ecology, (509) 454-7843, with questions about this permit.

Sincerely,



Gwen Clear
Environmental Review Coordinator
Central Regional Office
(509) 575-2012
crosepacoordinator@ecy.wa.gov

5753

Benton County Fire Marshal's
Review of Proposed Planning Applications

PCM 1.10

RECEIVED

TO: Clark Posey

SUB: ¹² 16-03 & EA 16-03 Steeplechase

AUG 29 2016

Date Received 8-11-16 Date Returned 8-30-16

Benton County
Planning Department

Applicant's Comments: Candy Mt. LLC-Geoff Clark, PO Box 1307 Gig Harbor, Washington, 98335, proposes 21 5+ acre lots.

Fire Marshal's Comments: - Ken Williams

Firefighters responding to a house fire within the Steeplechase Development will anticipate that hydrants will be available, and their plan of attack will be established on this. This anticipation is based on the fact that immediately adjacent to this development, are six other Summit View Phases (5,6, 7, 8, 9, & 10), whose lot sizes are approximately one acre, and each phase have hydrants placed at approximately 600' intervals. Additionally, the other surrounding phases all have hydrants.

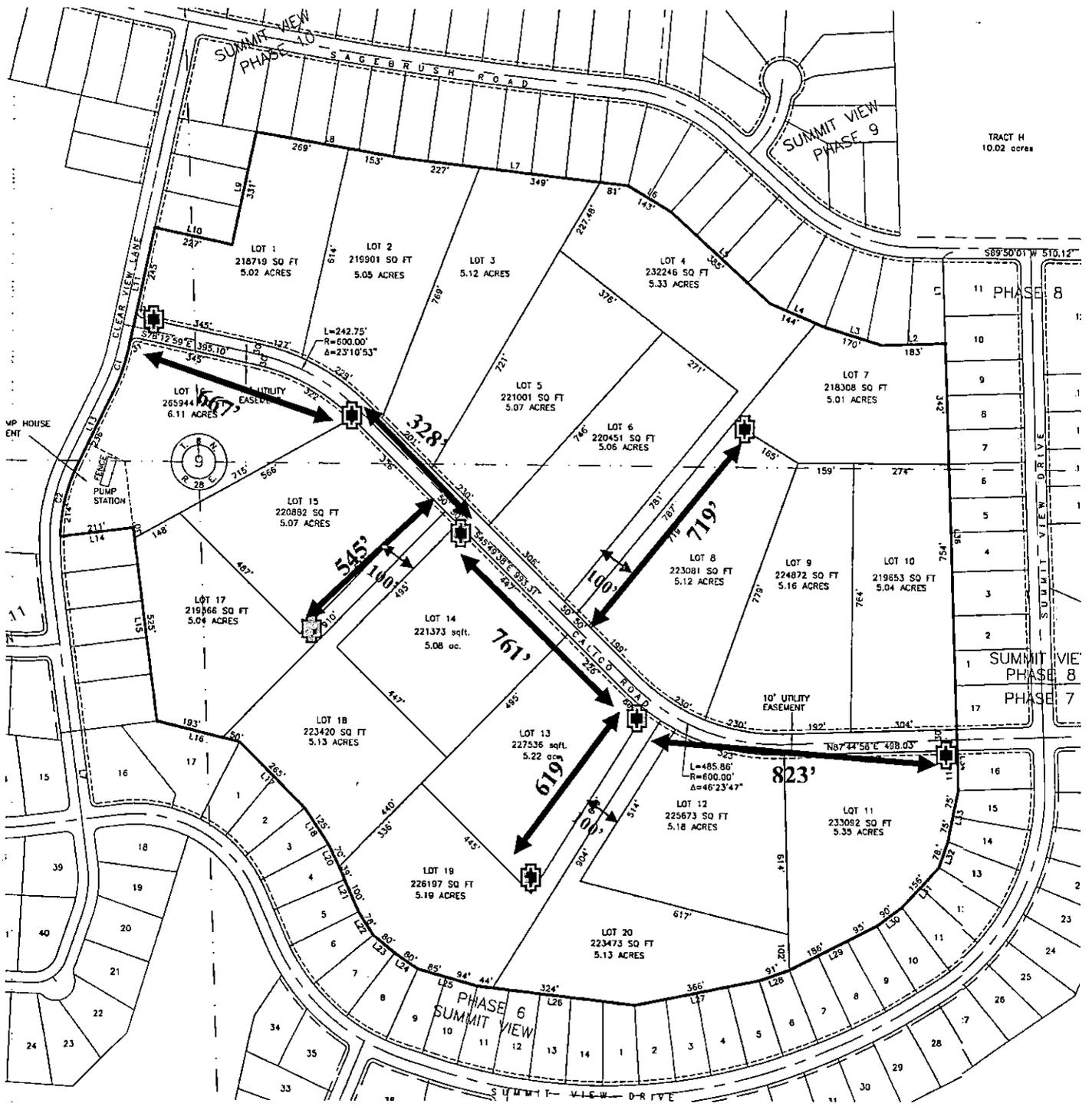
Thus, five hydrants are placed along Calico Drive and three have been placed at the end of the long driveways serving the flag lots. From each flag hydrant, an approved turnaround, which gives access to each flag lot, is to be installed. All hydrant locations are shown on page 2.

On the parallel fifty foot wide flag driveways, from the fire service's perspective, each parallel driveway can be replaced with one twenty foot wide access easement serving both lots.

Fire Chief Comment:

The Benefit of having hydrants in neighbor hoods in the event of a house fire cannot be replaced by water trucks. The time is essential to get water on the fire with continued application. Continued application allows fire fighters to aggressively attack house fires with no worry of running short on water. I am in support of the fire marshal's comments on the placement and positioning of the hydrants in this subdivision.

Lonnie Click



August 25, 2016

PCM 1.11

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

RE: Notice of Application, File No. SUB 2016-003/EA 2016-12

We currently live on Summit View Dr. and are within 300 feet of the boundaries listed in the project action. We moved out to the area with the hopes of staying close to Kennewick City limits with a bit of the country atmosphere. Although we realize that Kennewick is a growing city it seems that more and more the essence of the small town life and the farmland is disappearing. It makes it extremely difficult for residents, who like less of a city feel, to be connected to a city that is pushing residents further and further out. We chose this area because it is outer city limits, still in Kennewick School District, and yet relatively close to retail locations. 4-5 miles west of our location where it is even more rural my children would have been moved to the Benton City Schools, which was a huge factor on where our decision to purchase a home would be. When it comes to schools, I would urge you to look at the stress adding more homes in this area will put on the newly built Desert Hills Middle School and the existing Cottonwood Elementary school which is already operating over capacity.

It seems that there are other more suitable areas to redevelop or continue developing (ie. Badger Mountain South project behind Country Merchantile) and wait until those areas are developed and occupied before taking other pieces of land that can contribute agriculturally to our living environment. There are also several different areas within Kennewick city limits that are run down and vacant which it would make more sense approving for that land to be redeveloped and help make all of Kennewick more inviting and pleasurable to live. Helping to redevelop and restore East Kennewick close to Finley would revitalize not only some of the run down areas but also help to revitalize downtown Kennewick and Canal Drive area.

I am sure that the voice of one resident expressing concern over the personal impact that taking farmland away to build more houses will not sway the almighty dollar, but there are plenty of other ways that planning committees could take a look at what to do to make a whole city more desirable than just taking a corn field and hoping that putting houses there will make builders and the city more money by increasing property taxes.

We grew up in the Tri-Cities and left to Seattle, after getting raked over the coals year after year due to increasing property taxes and the time spent sitting in traffic increased we chose to come back to Eastern Washington. Please don't make the appeal of the Tri-Cities and all its vineyard and agricultural vigor diminish by destroying those areas.

Sincerely,



Tracy Najera
Summit View Resident

RECEIVED

AUG 29 2016

Benton County
Planning Department

Benton County

TO: PLANNING DEPARTMENT
FROM: JEFF LINER
DATE: SEPTEMBER 06, 2016
SUBJECT: ROAD DEPARTMENT COMMENTS STEEPLECHASE PRELIMINARY PLAT
CC: FILE

Road Department
Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954
(509) 786-5611

PCM 1.12

The Road Department has the following comments on the Preliminary Plat submittal for the Plat of Steeplechase.

1. The Developer shall construct all proposed roads 28' in width using Benton County Standard Detail R-1 with a design speed of 30 mph, posted 25mph.
2. The Profile for Calico Road shall not exceed 10% at any point
3. The Right of Way Curve Radii at all proposed intersections shall be shown and shall be a minimum of 20'
4. The developer shall add the following note to the Final Plat.
 - a. No building or FAS occupancy permit shall be issued for any lot within this plat until a road approach permit for that lot has been obtained from the Benton County Road Department.
5. At the time of Project completion, the Developer shall supply the Benton County Road Department with coordinates of all monuments and utility structures in a .csv and .dwg file format using State Plane NAD 83 HARN WA South Survey feet.
6. The Access Easement between Summit View Phase 6 and the Preliminary Plat of Steeplechase shall be shown on the Preliminary Plat.
7. The Developer shall be responsible for all signage using Benton County Standard Plan R-16 and R-17.

RECEIVED

SEP 7 2016

Benton County
Planning Department