

**Board of County Commissioners  
BENTON COUNTY**

**AGENDA  
BOARD OF BENTON COUNTY COMMISSIONERS  
Regular Board Meeting  
Tuesday, June 14, 2016  
Benton County Courthouse, Prosser, WA**

9:00 AM

Call to Order

Approval of Minutes

❖ **June 7, 2016 Board Meeting**

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

Review Agenda

Consent Agenda

**Auditor**

**a.** Surplus of Personal Property

**BOE**

**b.** Line Item Transfer, Fund No. 0000-101, Dept. 103

**Commissioners**

**c.** Award of Contract for Official County Newspaper to Tri-City Herald

**d.** Memorandum of Understanding for the Allocation of Adult Drug Court & Juvenile Drug Court Program Costs

**Fairgrounds**

**e.** Purchase of Crushed Rock from C & E Trenching

**f.** Contract w/Total Energy Management for Installation of 2 Gas Packaged Units

**Human Services**

**g.** 2<sup>nd</sup> Amended Agreement w/Service Alternatives, Inc. for Developmental Disability Services

**h.** 2<sup>nd</sup> Amended Agreement w/Ambitions Community Support Services of WA, Inc. for Developmental Disabilities Services

**i.** Amended (A) Agreement w/WA St Dept of Commerce, Community Services & Housing Division

**j.** 2<sup>nd</sup> Amended Agreement w/Goodwill Industries for Developmental Disabilities Services

**k.** 1<sup>st</sup> Amended Agreement w/S Adolphsen for Parent Coalition

**l.** 2<sup>nd</sup> Amended Agreement w/Columbia Industries for Developmental Disabilities Services

**m.** 2<sup>nd</sup> Amended Agreement w/Children's Developmental Center for Developmental Disabilities Services

**n.** 2<sup>nd</sup> Amended Agreement w/The Arc of Tri-Cities for Developmental Disabilities Services

**Information Technology**

**o.** Purchase of Two Standard Workstations, Laptops & Mobile Printers

**Parks**

**p.** 2<sup>nd</sup> Amended Contract w/Bauder Grading & Excavation for Irrigation System @ Fairgrounds & Vista Park

**Personnel**

**q.** Contract w/Praetorian Group, Inc. for Online Training Courses

- r. Agreement w/PricewaterhouseCoopers for Review of Workers' Compensation & Liability Programs
- s. Rescinding Resolution 2016-450, Establishing an Adult Drug Court Coordinator Classification Description & Salary Grade

**Public Works**

- t. 1<sup>st</sup> Amended Contract w/Solid Structures for Construction of 3 Storage Sheds
- u. Award of Prosser to Grandview Pedestrian & Bicycle Pathway Improvements to Grade Work

**Public Hearing**

**Comprehensive** Amendment CPA 2016-001 ~ M Shuttleworth

**Zone** Change – ZC 2016-001 ~ M Shuttleworth

**Short Plat** Vacation 2016-002 ~ M Shuttleworth

**Scheduled Business**

**Final Plat** of Summit View; SUB 2016-002 ~ M Shuttleworth

**Road Department** Annual Report & Presentation ~ M Rasmussen

**Unscheduled Visitors**

**Other Business**

**Draft**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
Tuesday, June 7, 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; RJ Lott, Planning Dept.; Public Services Administrator Fred Bowen; Personnel Manager Lexi Wingfield; Lorene Roe, Auditor's Office.

Approval of Minutes

The Minutes of May 24, 2016 were approved.

Consent Agenda

**MOTION:** Commissioner Beaver moved to approve the consent agenda items "a" through "y", pulling "g", "h" and "i" (Human Services – Terminating River of Life Metropolitan Community Church Agreements) for discussion. Commissioner Delvin seconded and upon vote, the Board approved the following:

Auditor

- a. Adopting the Federally Provided 10% De Minimis Indirect Cost Rate for Federal Grants
- b. Surplus of Personal Property

Commissioners

- c. Line Item Transfer, Fund No. 0000-101, Dept. 138; Rescinding Resolution 2016-369
- d. Reappointing V.J. Meadows to Benton County Public Facilities District
- e. Reappointing D Akers to Benton County Public Facilities District

Human Services

- f. Contract w/ABM Janitorial Services – South Central, Inc. for Janitorial Services

Information Technology

- j. Addendum Warranty, Support & License Agreement w/Hart Intercivic

Parks

- k. Line Item Transfer, Fund No. 0110-102, Dept. 000

**Personnel**

- l. Health Reimbursement Arrangement Voluntary Employee Beneficiary Association Policies & Procedures for Bi-County Non-Bargaining; Rescinding Resolution 2013-416
- m. Establishing an Adult Drug Court Coordinator Classification Description & Salary Grade
- n. Establishing a Behavioral Health Specialist Probation Officer Classification Description & Salary Grade
- o. Establishing an Engineering Intern Classification Description & Salary Grade

**Public Safety Tax**

- p. Line Item Transfer, Fund 0148-101, Dept. 106
- q. Correction of LPA II to LPA III Under Line Item 0148101.106.00000.512.300.1640
- r. Purchase of 5 LibertyNET Licenses for Clerk's Office

**Public Works**

- s. Coding Correction for Dept. 650
- t. Traffic Control on County Roads re Speed Limit
- u. Authorization of Construction Plans of Beverly Meadows Phase 2
- v. Purchase Two 48" & Two 36" Port-A-Cool Fans from A-L Compressed Gasses, Inc.
- w. Contract w/Granite Construction Company for Locust Grove Road Asphalt Repair
- x. Agreement w/WA State Dept of Transportation to Perform Testing & Fabrication Inspection
- y. Interlocal Agreement w/Benton City, Kennewick, Prosser, Richland & W Richland Regarding WA State Coordinated Prevention Grant

**Consent Agenda Items "g", "h" and "i" – Termination of Agreements with River of Life Metropolitan Community Church**

Kyle Sullivan said they had three housing contracts with River of Life Metropolitan Community Church and there had been concern from allied agencies about it not being a safe environment for people that were referred there. He said they met with the agency and talked about ways to correct the concerns and have since received more complaints. They sent a letter to the director requesting corrective action or they would consider terminating the contracts. The response was not adequate and did not meet their expectations so he was asking to terminate the contracts.

Commissioner Delvin asked if there were other providers that could provide those services and Mr. Sullivan said the services would continue with other providers.

**MOTION:** Commissioner Delvin move to approve signing the resolution and letters of termination to River of Life Metropolitan Community Church for the three agreements as presented. Commissioner Beaver seconded and upon vote, the motion carried.

Chairman Small asked about an update on moving forward with the contract with Rick Weaver to provide consultation for comprehensive health. Mr. Sullivan said he just spoke with the Franklin County Administrator and was told due to the volume of contracts they currently had, it was sent to their contracted attorney for review and it would be discussed at Franklin County's meeting on Wednesday. He said he would attend that meeting and provide the Commissioners with an update.

### **Subdivision Alteration – SA 2016-001**

RJ Lott said the Planning Department received an application for subdivision alteration to adjust the lot lines of Lots 4 through 8 and subsequently the removal of notes 3 and 7 from the plat. He said it went to the Planning Commission and their recommendation was that they keep note 3 in place and amend number 7. The Planning Department recommended approval of this alteration as presented with the condition.

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

**MOTION:** Commissioner Delvin move to adopt the findings of fact as indicated in the staff memo dated April 4, 2016 and approve the alteration of the Final Plat of Tripple Vista Estates No. 2 subject to the conditions listed in the resolution. Commissioner Beaver seconded and upon vote, the motion carried.

### **Continued Public Hearing – SPV 2015-001**

Mr. Lott said that he and County Engineer Matt Rasmussen met with the applicants on site and discussed the topography and building site. He said that based upon the comments from Mr. Rasmussen included in the record, they were recommending approval of the 20-foot natural drainage easement.

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

**MOTION:** Commissioner Delvin moved to approve the vacation of the 20-foot Natural Drainage Easement located on Lots 1, 2 and 3 of Short Plat 1062 recorded under AF 828105. Commissioner Beaver seconded and upon vote, the motion carried.

### **Public Hearing – Six Year Road Program**

Matt Rasmussen said they were required annually to present and approve the Six-Year Road Program. Additionally, the bridge report needed to be included and currently the Yakima County bridge inspector provided that service. However, he was in the process of getting certified and would be able to perform that service (certification required a PE).

He said the Board had a workshop approximately six weeks ago and there were no major changes or adjustments from what they provided at that time.

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

**MOTION:** Commissioner Delvin moved to approve 2017-2022 Six-Year Road Program as presented. Commissioner Beaver seconded and upon vote, the motion carried.

### **Visit Tri-Cities Brand Implementation**

Kyle Cox gave a progress report on the Brand Implementation Team and discussed the following:

- Benefits of branding
- Implementation of the plan
- Committees and members
- Infusing the brand into the community (sculptures, creating new products)
- Marketing, Website, Tri-Cities Logo

### **WASPC Registered Sex Offender Grant Agreement**

Cpt. Vannoy via/videoconference said the Sheriff's office had participated in this program for several years, they were awarded \$139,584.78 to continue this program, and he requested the Board authorize the agreement.

**MOTION:** Commissioner Beaver moved to approve the attached resolution and agreement between the Washington Association of Sheriffs & Police Chiefs and Benton County Sheriff's Office for the FY 2016/2017 Registered Sex Offender Address and Residency Verification Program Award in the amount of \$139,584.78. Commissioner Delvin seconded and upon vote, the motion carried.

### **Workmen's Compensation Fund**

Lexi Wingfield said due to the increased number of work comp claims and expenses related to medical payments, she was requesting the Board go to public hearing to consider a budget adjustment. The Board agreed to move forward and requested Ms. Wingfield bring back more detail and categorize the claims for review at the public hearing.

### **3<sup>rd</sup> Contract Amendment w/Meier Enterprises, Inc. – Justice Center Remodel**

Fred Bowen requested the Board authorize an amendment to the current contract to increase their scope of work to include changes to the offices for Administration, IT, PA Civil Department, District Court Mental Health and storage areas. This would also include construction administration and would increase the contract from \$80,000 to \$170,800.

**MOTION:** Commissioner Beaver move to authorize the Public Services Administrator to prepare a third contract amendment with Meier Enterprises, Inc. to increase the scope of work for the development of construction plans and specifications to the offices for Administration, IT, PA Civil Department, District Court Mental Health and to the storage areas, and to include Construction Administration during the construction phase of the projects. Commissioner Delvin seconded and upon vote, the motion carried.

### **New Contract w/Meier Enterprises, Inc. – WSU Extension**

Mr. Bowen said they advertised a Request for Qualifications soliciting firms to provide architectural and engineering services for a tenant improvement to the Benton County Health Building for new office space for WSU.

He said that two firms responded and he recommended Meier Enterprises, Inc.

Mr. Sparks said this was the key project in the overall remodel and relocation for offices. Once WSU was moved, they could move the Assessor back to the Annex and then begin changes at the Justice Center.

**MOTION:** Commissioner Beaver moved to authorize the Public Services Administrator to prepare a contract with Meier Architecture-Engineering to provide architectural and engineering services for the tenant improvement to the Health Building for new office space for Benton County – WSU Extension. Commissioner Delvin seconded and upon vote, the motion carried.

### **Junior Achievement of WA Leadership Industry Award**

Auditor Brenda Chilton said each year the Auditor’s office participated in the Jr. Achievement fundraiser event and she wanted to recognize the team and particularly Lorene Roe as the team leader in the fundraising efforts. Additionally, she said they received a plaque honoring them with an award for leadership in the industry.

### **Final Plat – Hidden Hills Phase 3 – SUB 2016-001**

Mike Shuttleworth presented the final plat of Hidden Hills Phase 3 for signature by the Board. He said the project was now complete and they had received all approvals and signatures.

**MOTION:** Commissioner Beaver moved to approve the Final Plat of Hidden Hills Phase 3 and authorize the Chairman to sign the final plat. Commissioner Delvin seconded and upon vote, the motion carried.

### **Other Business**

Commissioner Delvin said the City of Seattle passed a resolution last week regarding nuclear energy and they wanted to shut down the Columbia Generating Plant. He said he didn’t appreciate Seattle trying to impose their personal values on Benton County so he asked the Board to consider signing a resolution that would not authorize Benton County employees to travel to Seattle and to just give it some thought.

### **Claim for Damages**

CC 2016-09: Received on June 2, 2016 from Andrew Krom

### **Vouchers**

Check Date: 04/11/2016

Warrant #: 239559

Total all funds: \$3,768.65

Check Date: 04/19/2016

Warrant #: 239563  
Total all funds: \$2,752.43

Check Date: 05/10/2016

Warrant #: 239645  
Total all funds: \$2,977.17

Check Date: 05/27/2016

Transfers #: 5271601-5271608  
Total all funds: \$299,148.58

Warrants #: 139948-140063  
Total all funds: \$596,929.66

Check Date: 06/03/2016

Warrants #: 140072-140298  
Total all funds: \$6,523.69

Transfers #: 06031601-06031605  
Total all funds: \$259,386.08

Warrants #: 140304-140391  
Total all funds: \$1,446,436.37  
Warrant #: 140392  
Total all funds: \$1,000.00

Check Date: 06/03/2016

Payroll Checks  
Warrants #: 239661-239713  
Direct Deposit #: 114480-115090  
Total all funds: \$2,177,873.94

Payroll Deductions Transfers  
Taxes #: 10116061-101160614  
Total all funds: \$1,882,003.47

Payroll Deductions Warrants  
Warrants #: 140393-140403  
Total all funds: \$374,762.75

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

## **Resolutions**

- 2016-440: Adopting the Federally Provided 10% De Minimis Indirect Cost Rate for Federal Grants
- 2016-441: Surplus of Personal Property
- 2016-442: Line Item Transfer, Fund No. 0000-101, Dept. 138; Rescinding Resolution 2016-369
- 2016-443: Reappointing V.J. Meadows to Benton County Public Facilities District
- 2016-444: Reappointing D Akers to Benton County Public Facilities District
- 2016-445: Contract w/ABM Janitorial Services – South Central, Inc. for Janitorial Services
- 2016-446: Addendum Warranty, Support & License Agreement w/Hart Intercivic
- 2016-447: This number skipped in error
- 2016-448: Line Item Transfer, Fund No. 0110-102, Dept. 000
- 2016-449: Health Reimbursement Arrangement Voluntary Employee Beneficiary Association Policies & Procedures for Bi-County Non-Bargaining; Rescinding Resolution 2013-416
- 2016-450: Establishing an Adult Drug Court Coordinator Classification Description & Salary Grade
- 2016-451: Establishing a Behavioral Health Specialist Probation Officer Classification Description & Salary Grade
- 2016-452: Establishing an Engineering Intern Classification Description & Salary Grade
- 2016-453: Line Item Transfer, Fund 0148-101, Dept. 106
- 2016-454: Correction of LPA II to LPA III – Public Safety Tax Fund – Clerk's Office
- 2016-455: Purchase of 5 LibertyNET Licenses for Clerk's Office
- 2016-456: Coding Correction Between Facilities and ER&R Fund
- 2016-457: Traffic Control on County Roads re Speed Limit
- 2016-458: Authorization of Construction Plans of Beverly Meadows Phase 2
- 2016-459: Purchase Two 48" & Two 36" Port-A-Cool Fans from A-L Compressed Gasses, Inc.
- 2016-460: Contract w/Granite Construction Company for Locust Grove Road Asphalt Repair
- 2016-461: Agreement w/WA State Dept of Transportation to Perform Testing & Fabrication Inspection
- 2016-462: Interlocal Agreement w/Benton City, Kennewick, Prosser, Richland & W Richland Regarding WA State Coordinated Prevention Grant
- 2016-463: Termination Of Grant Agreement # 2016-HHAA-ROLMCC-YARP Between Human Services And River Of Life Metropolitan Community Church
- 2016-464: Termination Of Grant Agreement # 2016-HHAA-ROLMCC-ANSIL-ARP Between Human Services And River Of Life Metropolitan Community Church
- 2016-465: Termination Of Grant Agreement # 2016-HHAA-ROLMCC-ASC Between Human Services And River Of Life Metropolitan Community Church
- 2016-466: Approval Of Subdivision Alteration Request For Tripple Vista Estates No. 2 - File No. SA-2016-001 - Applicant Randy And Marleen Lechelt
- 2016-467: Approval Of Proposed Vacation Of A 20-Foot Natural Drainage Easement - File SPV 2015-001

- 2016-468: Approval of the 2017-2022 Six Year Road Program
- 2016-469: Authorizing the Sheriff to Sign the Interagency Agreement with WA Association of Sheriffs and Police Chiefs
- 2016-470: Final Plat of Hidden Hills Phase 3

There being no further business before the Board, the meeting adjourned at approximately 10:00 a.m.

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Clerk of the Board

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Chairman

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED	
Meeting Date:	June 14, 2016	Execute Contract	___
Subject:	Declaration of Surplus Property	Pass Resolution	<u>x</u>
By:	A. Coverdell	Pass Ordinance	___
Reviewed By:	V. Pettey / B. Chilton	Pass Motion	___
		Other	___
		Consent Agenda	<u>x</u>
		Public Hearing	___
		1st Discussion	___
		2nd Discussion	___
		Other	___

**BACKGROUND INFORMATION**

As outlined in Resolution 07-752, the Public Works department requests supply and minor equipment items be declared surplus and be disposed of.

**SUMMARY**

The Personal Property Manager has determined that the personal property on the attached exhibit can be declared surplus and disposed of accordingly.

# RESOLUTION

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

**IN THE MATTER OF COUNTY POLICY, RE: SURPLUS OF PERSONAL PROPERTY IN ACCORDANCE WITH RESOLUTION 07-752**

**WHEREAS**, The Benton County Auditor is the Personal Property Manager and maintains an updated inventory listing of County Personal Property; and

**WHEREAS**, the Public Works department has identified supply items and minor equipment which have become obsolete; and,

**WHEREAS**, it is the recommendation of the Personal Property Manager and the Public Works department that the listed property be declared surplus; and

**WHEREAS**, the Board finds it to be in the best interest of the citizens of Benton County to surplus antiquated and obsolete property; **NOW, THEREFORE**

**BE IT RESOLVED**, that based on the recommendation of the Personal Property Manager and as supported by the Public Works department, the listed property in Attachment A is hereby determined to be surplus and will be held for online auction, the next surplus sale, disposed of as waste, or recycled depending on final condition assessment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Chairman of the Board**

\_\_\_\_\_  
**Member**

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

Attest: \_\_\_\_\_  
**Clerk of the Board**

## ATTACHMENT A

13 (thirteen) straw bales (3' x 4' x 7 ea)

Miscellaneous office supply items:

Including but not limited to- excess paper, desk top file organizers, calculators, two-hole punch, bookends, excess toner (OCE 3200), office chairs, rolodex card files

Multiple cameras and cases

Comb-Bind Machine w/binding combs

Oce 7055 large format copier (w/toner – 2)

Ulrich Planfile large document storage file cabinets (plat)

Misc large document storage file cabinets (short-plat)

Safety vests (4)

Hewlett Packard 32S II calculator (non-working)

JawBone Bluetooth headsets (5)

# 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 103**

**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....., 20.....**

\_\_\_\_\_  
**Chairman of the Board**

\_\_\_\_\_  
**Member**

\_\_\_\_\_  
**Member**

**Attest:** .....  
**Clerk of the Board**

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

**EXHIBIT A**

**BENTON COUNTY  
LINE ITEM TRANSFERS**

**RESOLUTION NO.** \_\_\_\_\_

**DEPARTMENT:** Board of Equalization

**DEPARTMENT NO.** 103

**FUND NAME:** Current Expense

**FUND NO.** 0000-101

**TRANSFER FROM:**

**TRANSFER TO:**

<b>BASE SUB (6 digit)</b>	<b>LINE ITEM (4 digit)</b>	<b>LINE ITEM NAME</b>	<b>AMOUNT</b>	<b>BASE SUB (6 digit)</b>	<b>LINE ITEM (4 digit)</b>	<b>LINE ITEM NAME</b>	<b>AMOUNT</b>
514.240	1190	Secretary	\$50.00	514.240	4103	Professional Services	\$50.00

**EXPLANATION:** Funds need to be transferred due to cost of legal notice in paper.

**Prepared by:** Peggy Brown

**Date:** 6/2/16

**Approved** ( )

**Denied** ( )

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Chairman**

\_\_\_\_\_  
**Member**

\_\_\_\_\_  
**Member**

# RESOLUTION

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

**IN THE MATTER OF AWARDING THE CONTRACT FOR OFFICIAL  
COUNTY NEWSPAPER FOR THE YEAR JULY 1, 2016 THROUGH JUNE 30,  
2017 TO MCCLATCHY NEWSPAPERS INC. DBA TRI-CITY HERALD**

**WHEREAS**, on April 5, 2016 bids were received and opened by the Board of Benton  
County Commissioners for the contract for official county newspaper commencing July  
1, 2016 and ending June 30, 2017; and

**WHEREAS**, one bid was received as follows:

Tri City Herald, Kennewick, WA

6-Column classified format

Column-inch rate, first insertion:

including online: \$24.15 (Mon – Fri), \$24.78 (Sat. & Sun)

Column-inch rate, additional

insertions: \$21.70 (Mon. – Fri), \$22.19 (Sat. & Sun)

**NOW, THEREFORE, BE IT RESOLVED** the Board of Benton County  
Commissioners hereby awards the contract for official county newspaper for July 1, 2016  
through June 30, 2017, to McClatchy Newspapers Inc. dba Tri-City Herald, Kennewick,  
WA, in accordance with the provisions of RCW 36.72, for the bid amount identified  
above and authorizes the Chairman to sign the attached contract.

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

## **CONTRACT FOR OFFICIAL COUNTY NEWSPAPER**

This Agreement is made by and between Benton County, a political subdivision of the State of Washington (hereafter "County"), and McClatchy Newspapers, Inc. doing business as Tri-City Herald, a Delaware for profit corporation registered to do business in the State of Washington with its principal offices at 333 W. Canal Dr., Kennewick, Washington (hereafter "Herald").

### **WITNESSETH:**

WHEREAS, pursuant to the provisions of RCW 36.72.075, the County advertised for bid proposals from interested qualified legal newspapers to serve as the official county newspaper for the term of one year; and

WHEREAS, the Herald is a legal newspaper published in Kennewick, Benton County, Washington, by McClatchy Newspapers, Inc. which submitted a bid proposal; and

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. The Herald shall serve as the official newspaper of Benton County for the term of one year, beginning on July 1, 2016, and ending on June 30, 2017.

2. All county officers shall cause all legal notices and delinquent tax lists to be advertised in the Herald.

3. The Herald shall set all legal notices submitted in single column 6-point solid type unless otherwise indicated.

4. The County shall pay the Herald \$24.15 per column inch for the first insertion, including online, and \$21.70 per column inch for additional insertions for the days Monday through Friday and shall pay \$24.78 per column inch for the first insertion, including online and \$22.19 per column inch for subsequent insertions for the days Saturday through Sunday.

5. The Herald shall furnish, without further cost, the required number of Affidavits of Publication, not to exceed six, to all county officers submitting legal notices and delinquent tax lists for publication. The affidavits shall be furnished to the officer before the date of hearing set within the legal notice.

6. The Herald shall furnish a performance bond payable to the County in the sum of Five Hundred Dollars (\$500.00), and conditioned that the Herald shall correctly and faithfully perform the covenants of this agreement.

7. The Herald warrants that it meets the qualifications of a legal newspaper as set forth under Chapter 65.16, RCW, and agrees to immediately notify the County if at any time it ceases to meet such qualifications. In such case, the County may immediately terminate this agreement by mailing written notice.

Date: \_\_\_\_\_

Date: 5/11/16 \_\_\_\_\_

Benton County, Washington

McClatchy Newspapers, Inc.

By: \_\_\_\_\_  
Chairman

By:  \_\_\_\_\_

Sean F. Laberty, Advertising Director  
Print Name Title

Attest: \_\_\_\_\_  
Clerk of the Board

Approved as to form:

 \_\_\_\_\_  
Deputy Prosecuting Attorney

Sean Flaherty – Advertising Director  
333 West Canal Drive • Kennewick, WA • 99336  
Voice: 509.582-1460 Fax: 509.582.1453  
E-mail: sflaherty@tricityherald.com

April 4, 2016

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

The Tri-City Herald, being a newspaper of general circulation in Benton County, and a member of the Alliance for Audited Media (AAM formerly ABC), respectfully submits its bid for the printing of legal notices for Benton County. As requested, the bid is on a column-inch basis for the term of one year, commencing July 1, 2016 and running through June 30, 2017.

In August of 2015, The Tri-City Herald changed its page size and grid from a 9-columns across format to a 6 columns across format. Our 2016 proposed rates match the rates charged for the 6 column format since the page size conversion. This is not a rate increase. All legal advertising will be charged according to the following per column inch rates:

<b>6-Column classified format</b>	<b><u>Mon-Fri</u></b>	<b><u>Sat-Sun</u></b>
Column-inch rate, first insertion, including online	<b>\$24.15</b>	<b>\$24.78</b>
Column-inch rate, additional insertions	<b>\$21.70</b>	<b>\$22.19</b>

Total paid AAM audited print circulation based on the most recent Audit Report (12 months ending December 31, 2014) is 23,374 daily and 28,939 on Sunday. Our bid includes placement of all legal notices on the Tri-City Herald's online marketplace as well as within our digital editions of the printed Tri-City Herald newspaper at no additional cost.

The statement further breaks out print circulation to Benton County households, which is an average of 18,733 copies daily and 21,738 copies on Sunday. Both the daily and Sunday distribution are the highest of any newspaper in Benton County. The Herald's print distribution combined with its digital product assures the broadest coverage and lowest unit cost available to Benton County. The Herald's distribution further assures that all citizens of Benton County will have regular and reasonable access to the county's legal notices.

The Tri-City Herald publishes seven days a week, thus affording county officials flexibility as to when legal notices will be published.

Enclosed, please find a copy of the AAM Newspaper Audit Report as requested, as well as the Benton County Superior Court order approving the Tri-City Herald as a legal newspaper and our National advertising rate card.

Sincerely,

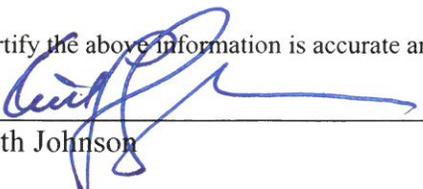


Sean Flaherty, Advertising Director  
Tri-City Herald

**Franklin County**  
Board of Commissioners  
Agenda Summary Report

<b>DATE SUBMITTED:</b> 5/20/2016	<b>PRESENTED BY:</b> County Administration
<b>ITEM:</b> (Select One) <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> To Be Brought Before the Board. Suggested Date: 5/25/2016 Time needed: 10 Minutes	
<b>SUBJECT / ISSUE:</b> Adult /Juvenile Drug Court Resolution and Memorandum of Understanding (MOU)	
<b>FISCAL IMPACT:</b> \$13,142	
<b>ACTION(S) REQUESTED:</b> Approval of Resolution and MOU to continue funding of eight (8) Franklin County participants in the Adult Drug Court program and three (3) participants in the Juvenile Drug Court program.	
<b>BACKGROUND:</b> Original goals for the Adult Drug Court program were to open seventy (70) participant slots, yet historically, only forty-five (45) were opened. Due to budgetary constraints during the recession, the number of forty-five (45) slots was reduced to thirty (30). Effective May 1, 2016, Benton County has increased the number of available slots in drug court from thirty (30) back up to forty-five (45) as a result of available funds from their criminal justice sales tax proceeds. Franklin County has committed to filling eight (8) of the available slots in 2016. As a result of further bi-county negotiations, the attached resolution and MOU are presented for consideration of the Board to adequately fund Franklin County's share of Drug Court operations and continue the availability of the eight (8) slots for Franklin County.	
<b>COORDINATION:</b> Franklin County Administration Benton County Administration Pat Austin, Superior Court Administrator Darryl Banks, Juvenile Justice Administrator	
<b>RECOMMENDATION:</b> Approve the resolution and MOU to fund Drug Court operations.	
<b>HANDLING / ROUTING:</b> 1. Originals to Commissioners 2. Copies to Benton County 3. Copies to Pat Austin/Darryl Banks	
<b>ATTACHMENTS:</b> Resolution MOU	

I certify the above information is accurate and complete.

  
\_\_\_\_\_  
Keith Johnson

**JOINT RESOLUTION**

**BENTON COUNTY RESOLUTION NO. \_\_\_\_\_**

**FRANKLIN COUNTY RESOLUTION 2016 222**

**BEFORE THE BOARDS OF COMMISSIONERS OF  
BENTON AND FRANKLIN COUNTIES WASHINGTON**

***APPROVING A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN  
BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES  
FOR THE ALLOCATION OF ADULT DRUG COURT AND  
JUVENILE DRUG COURT PROGRAM COSTS***

**WHEREAS**, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

**WHEREAS**, the Boards of Benton and Franklin County Commissioners desire to enter into a *Memorandum of Understanding to fairly allocate all costs associated with the Adult Drug Court and the Juvenile Drug Court Programs*;

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Benton County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Adult Drug Court and Juvenile Drug Court Program costs; and

**BE IT FURTHER RESOLVED**, that the Board of Franklin County Commissioners hereby approves the attached Memorandum of Understanding and Agreement between the Boards of Commissioners of Benton and Franklin Counties for Adult Drug Court and Juvenile Drug Court Program costs; and

**BE IT FURTHER RESOLVED**, that the attached Memorandum of Understanding shall be effective as of January 1, 2016 and shall remain in effect until it is terminated or superseded by another Memorandum of Understanding.

Dated this . . . . . day of . . . . ., 2016  
BENTON COUNTY BOARD OF COMMISSIONERS

Dated this 25 day of MAY, 2016  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro Tem

  
\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

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

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

ATTEST :

ATTEST:

\_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
Clerk of the Board

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE  
BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES  
REGARDING ADULT DRUG COURT AND JUVENILE DRUG COURT  
PROGRAM COSTS**

WHEREAS, the Boards of Benton and Franklin County desire to enter into a Memorandum of Understanding to fairly allocate all costs associated with the Adult Drug Court and the Juvenile Drug Court Programs; and

WHEREAS, both Boards of County Commissioners mutually agree on a participant funding formula for the Adult Drug Court and the Juvenile Drug Court Programs; and

IT IS HEREBY MUTUALLY AGREED by all parties that no later than January 31<sup>st</sup> of each calendar year the percentage contributions to be reimbursed to Benton County by Franklin County for the coming fiscal year shall be determined and set by Joint Resolution based upon the following formulas:

1. All costs associated with the Adult Drug Court Program shall be split between Benton County and Franklin County based on an annual number of participant positions allocated for each county as approved through each county's budget process.
2. All costs associated with the Juvenile Drug Court Program shall be split between Benton County and Franklin County based on an annual number of participant positions allocated for each county as approved through each county's budget process.

IT IS FURTHER MUTUALLY AGREED that the Benton County Treasurer's Office shall prepare and submit vouchers for payment to Franklin County on a monthly basis which are in accordance with this agreement.

IT IS FURTHER MUTUALLY AGREED that a seven point five percent (7.5%) administrative fee will be added to each monthly voucher for payment to Franklin County and that Franklin County shall pay such vouchers within 30 days of receipt.

IT IS FURTHER MUTUALLY AGREED that this Memorandum of Understanding shall commence on January 1, 2016 and shall remain in effect until it is superseded by another Memorandum of Understanding.

IT IS FURTHER MUTUALLY AGREED that if either Benton County or Franklin County determine that the allocation of costs pursuant to this agreement is no longer appropriate, such county may terminate this agreement effective at the end of the calendar year provided written notice of the intent to terminate this agreement is given and received by the other board of county commissioners prior to June 30<sup>th</sup>. Any written notice received after June 30<sup>th</sup> in a calendar year can only effectuate a termination of this agreement effective the end of the subsequent calendar year after the notice is received.

Dated this . . . . . day of . . . . ., 2016  
BENTON COUNTY BOARD OF COMMISSIONERS

Dated this 25 day of MAY, 2016  
FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Chairman Pro Tem

  
\_\_\_\_\_  
Chairman Pro Tem

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

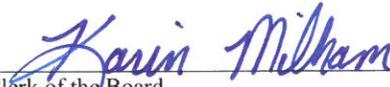
*Constituting the Board of County Commissioners  
Benton County, Washington*

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

ATTEST :

ATTEST:

\_\_\_\_\_  
Clerk of the Board

  
\_\_\_\_\_  
Clerk of the Board

e. Purchase of Crushed Rock  
from C & E Trenching

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date 06/14/16	Execute Contract	<u>  X  </u>
Subject: C & E Trenching LLC	Pass Resolution	<u>  X  </u>
Prepared by: J. Donley	Pass Ordinance	<u>      </u>
Reviewed by:	Pass Motion	<u>      </u>
	Other	<u>      </u>
	Consent Agenda	<u>  X  </u>
	Public Hearing	<u>      </u>
	1st Discussion	<u>      </u>
	2nd Discussion	<u>      </u>
	Other	<u>      </u>

**BACKGROUND INFORMATION**

The Benton County Fairgrounds is currently in the process of controlling dust and erosion in various areas of the grounds. Crushed rock and gravel are needed to cover areas used for traffic to control the dust. Bids were solicited from the following companies:

- C & E Trenching- Pasco, WA – \$11.75/ Ton
- Central Washington Asphalt- Benton City, WA - \$14.00/Ton
- Granite Construction Company – Pasco, WA – did not respond

**RECOMMENDATION**

Authorize the purchase of crushed rock and gravel from C & E Trenching, LLC for the Benton County Fairgrounds in an amount not to exceed \$24,999.00 including W.S.S.T.

**FISCAL IMPACT**

To be paid from Fairgrounds Operating Budget 0124-101

**MOTION**

Move to approve the purchase.

# RESOLUTION

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

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF CRUSHED ROCK FOR THE BENTON COUNTY FAIRGROUNDS FROM C & E TRENCHING, LLC**

**WHEREAS**, per resolution 2012-677 the Board of Benton County Commissioners approved a County-Wide Procurement, Leasing and Contracting Policy; and

**WHEREAS**, per section 2.2.2 (Purchases or Leases between \$5,000 and \$24,999) county departments are required to obtain quotations from at least three (3) vendors on the vendor list and such purchase is to be approved by the Board of Benton County Commissioners by resolution; and

**WHEREAS**, the Benton County Fairgrounds has a need for crushed rock to be used for erosion and dust control; and

**WHEREAS**, bids were solicited and received from the following:

- C & E Trenching, LLC – Pasco, WA. \$11.75/ton
- American Rock Products, Inc.– Pasco, WA \$13.50/ton
- Granite Construction Company – Pasco, WA did not respond

**WHEREAS**, the Benton County Public Services Administrator recommends purchasing the crushed rock from C & E Trenching, LLC ; **NOW, THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners hereby authorizes the purchase of crushed rock for the Benton County Fairgrounds to be used for erosion and dust control from C & E Trenching, LLC, in an amount not to exceed \$24,999.00 to be paid from the Fairgrounds O & M Budget Fund 0124-101.

**Dated this . . . . . day of . . . . ., 2016.**

\_\_\_\_\_  
**Chairman of the Board**

\_\_\_\_\_  
**Chairman Pro-Tem**

\_\_\_\_\_  
**Member**

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

**Attest: . . . . .  
Clerk of the Board**



C&E Trenching LLC  
 PO Box 3788  
 Pasco, WA 99302  
 Phone: (509) 545-6940  
 Fax: (509) 545-8671

**QUOTE**

**QUOTE NO**  
52

TO Benton County  
 7320 W Quinault  
 Kennewick, WA 99336

QUOTE DATE	VALID THRU	FOR	PAGE
5/26/2016	12/1/2016	Fairgrounds	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
R2200	1	5/8" Minus Crush-Top Course: per ton truck and pup loads delivered to Benton County Fairgrounds	11.75	11.75
R8300	1	Scalping rock per ton delivered in truck and pup quantities to Benton Farigrounds	8.50	8.50

**TOTAL AMOUNT 20.25**



# CENTRAL WASHINGTON A S P H A L T

PO BOX 5159 Benton City, WA 99320  
(509)588-5214 FAX (509)588-4456  
[receptionbenton@cwainc.us](mailto:receptionbenton@cwainc.us)

Attention: John

Fax:

Email: [john.donley@co.benton.wa.us](mailto:john.donley@co.benton.wa.us)

**Truck & Pup 5/8 minus Delivered to Benton County Fairgrounds**

**\$14 per ton 30 Tons per load to 32 tons**

Yaneth Gonzalez "Janette"

f. Contract w/Total Energy Management for Installation of 2 Gas Packaged Units

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date 06/14/16	Execute Contract	<u>  X  </u>
Subject: Total Energy	Pass Resolution	<u>  X  </u>
Prepared by: J. Donley	Pass Ordinance	<u>      </u>
Reviewed by:	Pass Motion	<u>      </u>
	Other	<u>      </u>
	Consent Agenda	<u>  X  </u>
	Public Hearing	<u>      </u>
	1st Discussion	<u>      </u>
	2nd Discussion	<u>      </u>
	Other	<u>      </u>

**BACKGROUND INFORMATION**

The Benton County Fairgrounds solicited quotes from the following companies for the installation of a new HVAC system to replace the current swamp cooler and oil heater in Building 16 per the Capital Improvement Plan.

- Total Energy Management, Inc. – Richland, WA. - \$32,656.02 including w.s.s.t
- M. Campbell & Company, Inc. - Pasco, WA. - \$35,195.09 including w.s.s.t
- Apollo Sheet Metal, Inc. – Kennewick, WA. – \$34,393.62 including w.s.s.t

Proposals were reviewed and the recommendation is to move forward with a contract for said services with Total Energy Management, Inc. as the lowest bidder.

**RECOMMENDATION**

Approve the attached Resolution and Contract between Benton County and Total Energy Management, Inc.

**FISCAL IMPACT**

Not to exceed \$32,656.02.00 including W.S.S.T to be paid from REET Fund

**MOTION**

Move to approve the attached contract between Benton County and Total Energy Management, Inc.

# RESOLUTION

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

**IN THE MATTER OF A CONTRACT BETWEEN BENTON COUNTY AND TOTAL ENERGY MANAGEMENT, INC., FOR INSTALLATION OF TWO (2) CARRIER 5 TON 48KCE GAS PACKAGED UNITS IN BUILDING 16 AT THE BENTON COUNTY FAIRGROUNDS**

**WHEREAS**, Per Resolution 2012-677, any public works services or materials involving less than \$40,000 may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

**WHEREAS**, proposals were solicited and received from the following contractors:

- **Total Energy Management, Inc. – Richland, WA. - \$32,656.02 including w.s.s.t**
- **M. Campbell & Company, Inc. - Pasco, WA. - \$35,195.09 including w.s.s.t**
- **Apollo Sheet Metal, Inc. – Kennewick, WA. – \$34,393.62 including w.s.s.t**

And;

**WHEREAS**, the Benton County Fairgrounds Office Manager reviewed the quotes and recommends awarding the installation of two (2) Carrier 5 ton 48KCE gas packaged units in Building 16 at the Benton County Fairgrounds to Total Energy Management, Inc. as the lowest bidder for an amount not to exceed \$32,656.02 including W.S.S.T.  
**NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby agrees with the recommendation and awards the installation of two (2) Carrier 5 ton 48KCE gas packaged units in Building 16 at the Benton County Fairgrounds to Total Energy Management, Inc., for a contract amount not to exceed \$32,656.02 including W.S.S.T; and

**BE IT FURTHER RESOLVED** the contract shall begin upon execution by both parties and expire on December 31st, 2016; and

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

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

\_\_\_\_\_  
**Chairman of the Board**

\_\_\_\_\_  
**Chairman Pro-Tem**

\_\_\_\_\_  
**Member**

**Attest:** . . . . .  
**Clerk of the Board**

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

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Total Energy Management & H.V.A.C. Services, Inc., a Washington corporation with its principal offices at 1975 Butler Loop, Richland, WA 99354, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of these terms and conditions and the following documents:

- a. Exhibit A - Proposal for Scope of Work/Compensation (Bid from CONTRACTOR)
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

**2. DURATION OF CONTRACT**

The term of this Contract shall begin immediately upon execution by both parties and shall expire on December 31, 2016. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide and install two (2) Carrier 5 ton 48KCE gas packaged units in Building 16 at the Benton County Fairgrounds in accordance with the scope of work set forth in Exhibit A, attached hereto and incorporated by reference, with installation of the units to include the demolition and removal of the existing oil heat system and swamp cooler. In the event that the requested work

encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with the COUNTY to complete the work in conjunction with the other contractor. In the event that the requested work requires, under state or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill the COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to CONTRACTOR leaving the work site.

- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- 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 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:

George Grimes  
1975 Butler Loop  
Richland, WA 99354  
Phone: 509-946-4500  
Fax: 509-946-4158

b. For COUNTY:

John Donley  
1500 S. Oak St  
Kennewick, WA 99337  
Phone: 509-222-3751  
Fax: 509-582-1894  
Email: john.donley@co.benton.wa.us

5. **COMPENSATION**

- a. The CONTRACTOR shall be paid for the services provided in Section 3 in accordance with attached Exhibit A. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.
- b. The total amount payable by the COUNTY to the CONTRACTOR under this Contract is not to exceed Thirty-Two Thousand Six Hundred Fifty-Six dollars and Two Cents (\$32,656.02) including W.S.S.T. Any dollar amount above the maximum payable amount will only be approved with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to the COUNTY's contract representative. At the completion of all work contemplated by this Contract or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries,

directly to the COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

**6. INVOICING**

The CONTRACTOR may submit invoices to the COUNTY for services that have been performed as they are performed, but shall not submit invoices more than once per calendar month. Such invoices shall detail the work done, the personnel involved, and the date of service, and shall also reference the work order provided to the COUNTY as required in Section 3 "Services Provided" above. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all sub-contractors and sub-sub-contractors which are employed by the CONTRACTOR for the work contemplated by this Contract, shall submit a Statement of Intent to Pay Prevailing Wages in the form and manner required by RCW 39.12.040 to COUNTY'S representative. The CONTRACTOR shall not be paid for services rendered under this Contract until a Statement of Intent to Pay Prevailing Wages has been executed and submitted as required above by all required parties and the services have been performed to the COUNTY's satisfaction. The COUNTY shall only be liable to pay for invoiced amounts that are detailed and supported as described in this Section. The COUNTY shall authorize payment when the work billed is accepted by the COUNTY; and will remit payment, less any retainage or other legally withheld funds, for the accepted work within thirty (30) days after receiving the invoice.

**7. 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.

**8. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and 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 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, its officers, officials, employees or agents. In the event of the concurrent negligence of the CONTRACTOR, its subcontractors, employees or agents, and the COUNTY, 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, its officers, officials, employees and agents by any 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 8 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. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into this Contract, are reflected in the CONTRACTOR'S compensation, and have been mutually negotiated by the parties.

## 9. INSURANCE

The CONTRACTOR shall obtain and maintain continuously, the following 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. 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 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 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. **A 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, 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 8. 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, 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, 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.

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 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 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 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 COUNTY, 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 written prior notice to the COUNTY. Any insurance or self-insurance maintained by

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, 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 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 9(a), shall be written on an Occurrence Policy form.
8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained

the COUNTY, 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 9 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.

#### **10. PERFORMANCE BOND**

The CONTRACTOR shall furnish Benton County with a Performance Bond and Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to 100% of the contract sum as security for the performance by the contractor of this Contract and payment of all the persons performing labor and supplying materials pursuant to this Contract. PROVIDED that CONTRACTOR may elect, in lieu of the bond, to allow the COUNTY to retain 50% of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28, RCW, whichever is later. Proof of the performance bond, or written notification of the CONTRACTOR'S desire to elect the alternative to the bond described above, must be received by COUNTY within ten (10) days following the execution of this Contract.

#### **11. 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.

**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. 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.

**14. CHOICE OF LAW AND JURISDICTION**

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.

**15. 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.

**16. TERMINATION**

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 actual costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 6, Invoicing. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or by law.

**17. COMPLIANCE WITH LAWS AND PREVAILING WAGES**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, including, but not limited to, prevailing wage laws. Specifically, at a minimum, the prevailing wages set out in Exhibit B shall be paid to all employees, agents, sub-contractors or sub-sub-contractors who do any work for CONTRACTOR on this project. CONTRACTOR shall ensure that all sub-contractors or sub-sub-contractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to sub-contractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor & Industries website, is provided for informational purposes only and COUNTY takes no responsibility for any inaccuracies or ambiguities contained therein. If CONTRACTOR believes the schedule contains any such ambiguities or inaccuracies then CONTRACTOR is responsible for contacting the Department of Labor and Industries directly to resolve them. Perceived inaccuracies or ambiguities in the schedule shall not relieve CONTRACTOR from its obligation pursuant to this Contract and relevant law to pay prevailing wages.

**18. 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 race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

**19. DISPUTES**

Disputes over the CONTRACTOR'S performance shall be promptly addressed in writing by the aggrieved party 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.

**20. ASSIGNMENT, DELEGATION AND SUBCONTRACTING**

The CONTRACTOR shall perform the services under this Contract using only its bona fide employees or agents, with the exception that all electrical work performed under this contract may be performed by Miller's Electric Services, LLC (License #MILLEES874MU) 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 written consent of the COUNTY.

**21. ENTIRE AGREEMENT**

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

**22. 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 Section 4 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be effective 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.

**23. 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 the 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.

**24. 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 regarding the work performed under this Contract 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 any regularly scheduled purge schedule.

**25. 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, 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 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.

**26. 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, provisions for: hold harmless and indemnification (Section 8); insurance (Section 9); non-waiver of rights (Section 11); inspection of books and records (Section 13); choice of law and jurisdiction (Section 14); compliance with laws (Section 17); litigation hold (section 24); and the Public Records Act (Section 25).

**27. 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.

**- This section 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.

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Date: \_\_\_\_\_

Date: 6/1/16

**Benton County**

**Total Energy Management and  
H.V.A.C. Services, Inc.**

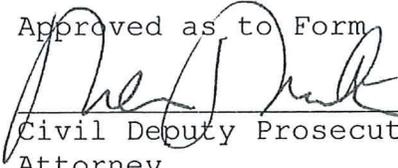
\_\_\_\_\_  
Chairman  
Benton County Commissioner

  
\_\_\_\_\_  
Signature

Approved as to Form

PRESIDENT

Title:

  
\_\_\_\_\_  
Civil Deputy Prosecuting  
Attorney

Aaron DeWitt  
\_\_\_\_\_  
PRINTED NAME

February 29, 2016

Benton Fairgrounds  
Building 16  
Kennewick, Washington. TEM # 14989



## PROPOSAL

Total Energy Management, Inc. (TEM)  
IS PLEASED TO SUBMIT THIS VALUE ENGINEERED QUOTE FOR 2 NEW  
CARRIER 5 TON PACKAGED GAS UNITS

### Scope of Work

- Provide and Install 2 Carrier 48KCE gas packaged units on ground level
- Economizer and duct smoke detector, Curbs
- Return duct thru sidewall of bldg.
- Round duct with supply taps down 1 side of bldg. (inside)
- Gas piping from meter location to each unit
- Electrical low voltage and thermostats
- Installation Labor, Prevailing wage

This installation will cost \$ 25570.00

- High Voltage Electrical by Miller electric, new panel, grounding/bonding system
- Add \$4500.00 for this electrical addition

The above proposals for HVAC installation specifically excludes the following:

- X Washington State Sales Tax, \ patching, painting, Permits, Equipment Pads

Sincerely,

A handwritten signature in cursive script that reads "George Grimes".

George Grimes, 727-1883 Cell  
946-4500 Office, 946-4158 Fax

Accepted: \_\_\_\_\_ date \_\_\_\_\_

CONFIRMED  
DEMO + REMOVAL  
4-21-16

State of Washington  
Department of Labor & Industries  
Prevailing Wage Section - Telephone 360-902-5335  
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 4/27/2016

County	Trade	Job Classification	Wage	Holiday	Overtime	Note
Benton	<a href="#">Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$31.16		1	
Benton	<a href="#">Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$54.56	5A	1X	

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p><b>Meeting Date:</b></p> <p><b>Subject:</b> Second Amendment to Agreement #15/16-DD-SA-00 with Service Alternatives, Inc.</p> <p><b>Prepared by:</b> Shela Berry, Admin Assistant-DHS</p> <p><b>Reviewed by:</b> Kyle Sullivan, Administrator-DHS</p>	<p><b>Execute Amendment</b>    <u>  X  </u></p> <p><b>Pass Resolution</b>        <u>  X  </u></p> <p><b>Pass Ordinance</b>        _____</p> <p><b>Pass Motion</b>            _____</p> <p><b>Other</b>                     _____</p>	<p><b>Consent Agenda</b>        <u>  X  </u></p> <p><b>Public Hearing</b>            _____</p> <p><b>1st Discussion</b>          _____</p> <p><b>2nd Discussion</b>         _____</p> <p><b>Other</b>                     _____</p>

**BACKGROUND INFORMATION**

The Benton and Franklin Counties Department of Human Services currently contracts with Service Alternatives, Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties.

The purpose of this Second Amendment is to extend the Agreement End Date to September 30, 2016.

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first.

**COORDINATION**

Franklin County Prosecuting Attorney's Office  
 Kyle Sullivan, DHS  
 Mari Clark, DHS

**SUMMARY**

**Award:** Remains unchanged  
**Period:** July 1, 2016 through September 30, 2016 or when a new 2016-2017 annual agreement is fully executed, whichever comes first.  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Second Amendment is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing a Second Amendment to Agreement #15/16-DD-SA-00 with Service Alternatives, Inc., and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_  
FRANKLIN COUNTY RESOLUTION NO. 2016 225

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

**RE: IN THE MATTER OF EXECUTING A SECOND AMENDMENT TO AGREEMENT #15/16-DD-SA-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND SERVICE ALTERNATIVES, INC.,**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Service Alternatives, Inc., approved by Benton County Resolution No. 2015-683 and Franklin County Resolution No. 2015-343, to provide developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, the purpose of this Second Amendment is to extend the Agreement End Date to September 30, 2016; and

**WHEREAS**, all other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first; NOW THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, a Second Amendment to Agreement #15/16-DD-SA-00 with Service Alternatives, Inc.; and

**BE IT FURTHER RESOLVED**, the term of the attached Second Amendment commences on July 1, 2016 and shall expire on September 30, 2016.

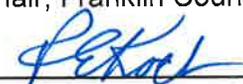
Dated this ..... day of ..... 2016.

Dated this 1 day of JUNE 2016.

\_\_\_\_\_  
Chair, Benton County Commissioners

  
\_\_\_\_\_  
Chair, Franklin County Commissioners

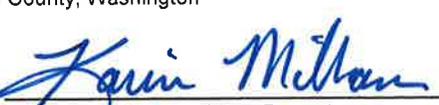
\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

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

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

Attest: \_\_\_\_\_  
Clerk of the Board

Attest:   
Clerk of the Board

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Second Amendment to Agreement #15/16-DD-SA-00**

This Second Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Service Alternatives, Inc.**, a Washington State For-Profit Corporation, with its principal offices at 909 SE Everett Mall Way Ste. C345, Everett, WA 98208. (hereinafter "Contractor")

**Counties Contact Information:**  
Kyle Sullivan, Interim Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: [kyle.sullivan@co.benton.wa.us](mailto:kyle.sullivan@co.benton.wa.us)

**Contractor Contact Information:**  
Anton Saunsaucie, Director  
Service Alternatives, Inc.  
909 SE Everett Mall Way, Ste. C345  
Everett, WA 98208  
Phone: 425.710.0107 / Fax 866.587.2916  
E-Mail: [asaunsaucie@serval-ces.com](mailto:asaunsaucie@serval-ces.com)

Agreement Start Date ..... July 1, 2015  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... **September 30, 2016**

The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

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

For the Contractor:

  
\_\_\_\_\_

*Quality, Compliance &  
Development + Administrator*  
Title: \_\_\_\_\_ Date 5-19-16

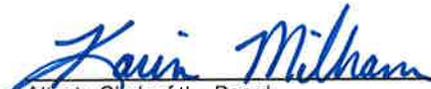
For Benton County:

\_\_\_\_\_  
Benton County Commissioners Date

\_\_\_\_\_  
Attest: Clerk of the Board

For Franklin County:

  
\_\_\_\_\_  
Franklin County Commissioners Date 6-1-16

  
\_\_\_\_\_  
Attest: Clerk of the Board

Approved as to Content:

  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:

\_\_\_\_\_  
Benton County Prosecutor's Office

Approved as to Form:

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

## **PURPOSE**

By way of this Second Amendment to Agreement #15/16-DD-SA-00 between the Benton and Franklin Counties Department of Human Services and the Contractor identified above is hereby amended as follows:

- This Amendment extends the end date to September 30, 2016.

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<p><b>Meeting Date:</b></p> <p><b>Subject:</b> Second Amendment to Agreement #15/16-DD-ACCS-00 with Ambitions Community Support Services of Washington, Inc.</p> <p><b>Prepared by:</b> Shela Berry, Admin Assistant-DHS</p> <p><b>Reviewed by:</b> Kyle Sullivan, Administrator-DHS</p>	<p><b>Execute Amendment</b>     <u>  X  </u></p> <p><b>Pass Resolution</b>         <u>  X  </u></p> <p><b>Pass Ordinance</b>         _____</p> <p><b>Pass Motion</b>                _____</p> <p><b>Other</b>                         _____</p>	<p><b>Consent Agenda</b>         <u>  X  </u></p> <p><b>Public Hearing</b>             _____</p> <p><b>1st Discussion</b>            _____</p> <p><b>2nd Discussion</b>          _____</p> <p><b>Other</b>                         _____</p>

**BACKGROUND INFORMATION**

The Benton and Franklin Counties Department of Human Services currently contracts with Ambitions Community Support Services of Washington, Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties.

The purpose of this Second Amendment is to extend the Agreement End Date to September 30, 2016.

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first.

**COORDINATION**

Franklin County Prosecuting Attorney's Office  
Kyle Sullivan, DHS  
Mari Clark, DHS

**SUMMARY**

**Award:** Remains unchanged  
**Period:** July 1, 2015 through September 30, 2016 or when a new 2016-2017 annual agreement is fully executed, whichever comes first.  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Second Amendment is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing a Second Amendment to Agreement #15/16-DD-ACCS-00 with Ambitions Community Support Services of Washington, Inc., and to authorize the Chair to sign on behalf of the Board.

  
\_\_\_\_\_  
Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_  
FRANKLIN COUNTY RESOLUTION NO. \_\_\_\_\_

2016 226

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

**RE: IN THE MATTER OF EXECUTING A SECOND AMENDMENT TO AGREEMENT #15/16-DD-ACCS-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND AMBITIONS COMMUNITY SUPPORT SERVICES OF WASHINGTON, INC.**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Ambitions Community Support Services of Washington, Inc., approved by Benton County Resolution No. 2015-684 and Franklin County Resolution No. 2015-345, to provide developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, the purpose of this Second Amendment is to extend the Agreement End Date to September 30, 2016; and

**WHEREAS**, all other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first; NOW THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, a Second Amendment to Agreement #15/16-DD-ACCS-00 with Ambitions Community Support Services of Washington, Inc.; and

**BE IT FURTHER RESOLVED**, the term of the attached Second Amendment commences on July 1, 2016 and shall expire on September 30, 2016.

Dated this ..... day of ..... 2016.

\_\_\_\_\_  
Chair, Benton County Commissioners

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

Dated this 1 day of JUNE 2016.

\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Member

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

Attest: \_\_\_\_\_  
Clerk of the Board

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Second Amendment to Agreement #15/16-DD-ACCS-00**

This Second Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Ambitions Community Support Services of Washington, Inc.**, a Washington State For-Profit Corporation, with its principal offices at 511 N. Argonne Rd., Ste. 200, Spokane Valley, WA 99212-2878. (hereinafter "Contractor")

**Counties Contact Information:**  
 Kyle Sullivan, Interim Administrator  
 Department of Human Services  
  
 7102 W. Okanogan Pl., Ste. 201  
 Kennewick, WA 99336  
 Phone: 509.783.5284 / Fax 509.783.5981  
 E-Mail: [Kyle.Sullivan@co.benton.wa.us](mailto:Kyle.Sullivan@co.benton.wa.us)

**Contractor Contact Information:**  
 Jim Walsh, Executive Director  
 Ambitions Community Support Services of  
 Washington, Inc.  
 511 N. Argonne Rd., Ste. 200  
 Spokane Valley, WA 99212-2878  
 Phone: 509.321.0414 / Fax 208.921.0590  
 E-Mail: [jwalsh@ambitions.org](mailto:jwalsh@ambitions.org)

Agreement Start Date ..... July 1, 2015  
 Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... **September 30, 2016**

The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

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

**For the Contractor:**

*Paula Conn*

Title: *President* Date *5/17/16*

**For Benton County:**

\_\_\_\_\_  
 Benton County Commissioners Date

\_\_\_\_\_  
 Attest: Clerk of the Board

**For Franklin County:**

*[Signature]* *6-1-16*  
 Franklin County Commissioners Date

*Karin Milham*  
 Attest: Clerk of the Board

Approved as to Content:  
*[Signature]*  
 Department of Human Services

Approved as to Form:  
 \_\_\_\_\_  
 Benton County Prosecutor's Office

Approved as to Form:  
*[Signature]*  
 Franklin County Prosecutor's Office

## PURPOSE

By way of this Second Amendment to Agreement #15/16-DD-ACCS-00 between the Benton and Franklin Counties Department of Human Services and the Contractor identified above is hereby amended as follows:

- This Amendment extends the end date to September 30, 2016.

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>	Execute Amendment	<u>  X  </u>
<b>Subject:</b> Grant Number: 16-46108-03, Amendment A for the Consolidated Homeless Grant between Benton and Franklin Counties Department of Human Services and Washington State Department of Commerce	Pass Resolution	<u>  X  </u>
<b>Prepared by:</b> Shela Berry, Admin Assistant-DHS	Pass Ordinance	<u>      </u>
<b>Reviewed by:</b> Kyle Sullivan, Administrator-DHS	Pass Motion	<u>      </u>
	Other	<u>      </u>
	Consent Agenda	<u>  X  </u>
	Public Hearing	<u>      </u>
	1st Discussion	<u>      </u>
	2nd Discussion	<u>      </u>
	Other	<u>      </u>

**BACKGROUND INFORMATION**

Washington State Department of Commerce currently contracts with Benton and Franklin Counties Department of Human Services (Grantee) to provide services through the Consolidated Homeless Grant (CHG).

The Consolidated Homeless Grant (CHG) provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Grantees and sub grantees must prioritize unsheltered homeless households for assistance and services.

The purpose of Amendment A adds \$369,810 in new CHG funds and \$359,133 in SFY 2017 Housing and Essential Needs (HEN) funds to the contract. The SYF 2017 HEN Funds are not available until July 1, 2016. CHG funds are available immediately.

**SUMMARY**

**Award:** Grant Amount \$1,141,013.00

**Period:** April 15, 2016 through June 30, 2017 (Amendment A) Original Agreement End Date remains the same (June 30, 2017)

**Funding Source:** Washington State Department of Commerce

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Amendment is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget; for a grant amount of \$1,141,013.00.

**MOTION**

To approve signing Grant Number: 16-46108-03, Amendment A Consolidated Homeless Housing Grant (CHG) between, Washington State Department of Commerce, Community Services and Housing Division, Housing Assistance Unit, and Benton and Franklin Counties Department of Human Services, and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016 224

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

RE: IN THE MATTER OF EXECUTING GRANT NUMBER: 16-46108-03, AMENDMENT A CONSOLIDATED HOMELESS GRANT BETWEEN WASHINGTON STATE DEPARTMENT OF COMMERCE, COMMUNITY SERVICES AND HOUSING DIVISION, HOUSING ASSISTANCE UNIT, AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES.

WHEREAS, Washington State Department of Commerce currently contracts with Benton and Franklin Counties Department of Human Services (Grantee) the for the Consolidated Homeless Grant (CHG) approved by Benton County Resolution No: 2016-083 and Franklin County Resolution No: 2016-017; and

WHEREAS, the purpose of Amendment A is to add additional SFY (Summary Fiscal Year) 2016 HEN (Housing and Essential Needs) funding and; NOW, THEREFORE,

BE IT RESOLVED, that the Boards of Benton and Franklin County Commissioners hereby accept the proposed amendment and authorize the Benton and Franklin Counties Department of Human Services to sign the amendment face sheet; and

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, the Consolidated Homeless Grant (CHG), Grant Number: 16-46108-03, Amendment A between Washington State Department of Commerce, Community Services and Housing Division, Housing Assistance Unit, and Benton and Franklin Counties Department of Human Services for a new grant amount of \$1,141,013.00; and

BE IT FURTHER RESOLVED, that the Benton and Franklin Counties Department of Human Services is authorized to voucher the County Auditor's office to make such payments necessary for the disbursement of the Consolidated Homeless Grant; and

BE IT FURTHER RESOLVED, the term of the attached amendment commences on April 15, 2016 and ends on June 30, 2017. The original agreement end date remains the same (June 30, 2017).

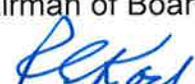
Dated this.....day of ....., 201\_

Dated this...1.....day of JUNE....., 2016

\_\_\_\_\_  
Chairman of Board

  
\_\_\_\_\_  
Chairman of Board

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

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

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

Attest: \_\_\_\_\_  
Clerk of the Board

Attest:   
Clerk of the Board

Grant Number: 16-46108-03  
Amendment Number: A

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

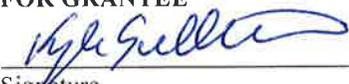
By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. The parties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

<b>For Benton County:</b>		<b>For Franklin County:</b>	
			
Chair	Date	Chair	Date
<b>Attest:</b>		<b>Attest:</b>	
			
Clerk of the Board		Clerk of the Board	
<b>Approved as to form:</b>	<b>Approved as to form:</b>	<b>Approved as to form:</b>	
			
Dept of Human Services	Benton Co Prosecutor's Office	Franklin Co Prosecutor's Office	

**Amendment**

**Grant Number:** 16-46108-03  
**Amendment:** A

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

<b>1. Grantee</b> Benton and Franklin Counties Department of Human Services 7102 W. Okanogan, Suite 201  KENNEWICK, WA 99336		<b>2. Grantee Doing Business As (optional)</b> N/A	
<b>3. Grantee Representative (only if updated)</b> Tammie Smith Housing Program Specialist (509) 737-3916 Tammie.Smith@co.benton.wa.us		<b>4. COMMERCE Representative (only if updated)</b> Julie Montgomery CHG Program Manager (360) 725-2963 (360) 586-5880 Julie.Montgomery@commerce.wa.gov 1011 Plum Street SE Olympia, Washington, 98504-2525	
<b>5. Original Grant Amount (and any previous amendments)</b>  \$412,070.00	<b>6. Amendment Amount</b>  \$728,943	<b>7. New Grant Amount</b>  \$1,141,013	
<b>8. Amendment Funding Source</b> Federal:      State:      Other: X    N/A:		<b>9. Amendment Start Date</b> April 15, 2016	<b>10. Amendment End Date</b> June 30, 2017
<b>11. Federal Funds (as applicable):</b> N/A	<b>Federal Agency:</b> N/A	<b>CFDA Number:</b> N/A	
<b>12. Amendment Purpose:</b> Amendment A adds \$369,810 in new CHG funds and \$359,133 in SFY 2017 Housing and Essential Needs (HEN) funds to the contract. The SFY 2017 HEN funds are not available until July 1, 2016. CHG funds are available immediately.			
COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, and Attachment "C" – Guidelines for the Consolidated Homeless Grant (as they may be revised from time to time). A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".			
<b>FOR GRANTEE</b>  _____ Signature  Kyle Sullivan Administrator _____ Print Name and Title  5/11/16 _____ Date		<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY</b>  Sandra Adix _____ Assistant Attorney General  3/20/2014 _____ Date	

**Amendment**

This Grant is amended as follows:

**Budget**

<b>Budget</b>	<b>Change</b>	<b>Total</b>
<b>Admin 2016-17</b>	\$28,500.00	\$62,752.00
<b>Fac Support: For-Profit Lease</b>		\$0.00
<b>Fac Support: Other Lease and Facility Costs</b>		\$0.00
<b>Rent: For-Profit Rent</b>	\$79,000.00	\$135,712.00
<b>Rent: Other Rent and Housing Costs</b>	\$7,384.00	\$7,384.00
<b>Operations: CHG Base Funding</b>	\$170,500.00	\$267,672.00
<b>TANF: For-Profit Rent</b>	\$47,926.00	\$80,093.00
<b>TANF: Other Rent and Housing Costs</b>	\$12,500.00	\$12,500.00
<b>TANF: Operations</b>	\$24,000.00	\$32,042.00
<b>HEN: Admin January – June 2016</b>		\$12,861.00
<b>HEN: Rent and Housing Costs January – June 2016</b>		\$136,692.00
<b>HEN: Operations 2016 January – June 2016</b>		\$34,172.00
<b>HEN: Admin June 2016 – July 2017</b>	\$23,380.00	\$23,380.00
<b>HEN: Rent and Housing Costs June 2016 – July 2017</b>	\$290,753.00	\$290,753.00
<b>HEN: Operations June 2016 – July 2017</b>	\$45,000	\$45,000
<b>Total</b>	\$728,943	\$1,141,013.00

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>	<b>Execute Amendment</b>	<u>  X  </u>
	<b>Pass Resolution</b>	<u>  X  </u>
<b>Subject:</b> <u>Second Amendment to Agreement</u> <u>#15/16-DD-GW-00 with Goodwill</u> <u>Industries of the Columbia, Inc.</u>	<b>Pass Ordinance</b>	<u>      </u>
<b>Prepared by:</b> Shela Berry, Admin Assistant-DHS	<b>Pass Motion</b>	<u>      </u>
<b>Reviewed by:</b> Kyle Sullivan, Administrator-DHS	<b>Other</b>	<u>      </u>
	<b>Consent Agenda</b>	<u>  X  </u>
	<b>Public Hearing</b>	<u>      </u>
	<b>1st Discussion</b>	<u>      </u>
	<b>2nd Discussion</b>	<u>      </u>
	<b>Other</b>	<u>      </u>

**BACKGROUND INFORMATION**

The Benton and Franklin Counties Department of Human Services currently contracts with Goodwill Industries of the Columbia Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties.

The purpose of this Second Amendment is to extend the Agreement End Date to September 30, 2016.

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first.

**COORDINATION**

Franklin County Prosecuting Attorney's Office  
 Kyle Sullivan, DHS  
 Mari Clark, DHS

**SUMMARY**

**Award:** Remains Unchanged

**Period:** July 1, 2016 through September 30, 2016 or when a new 2016-2017 annual agreement is fully executed, whichever comes first.

**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Second Amendment is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing a Second Amendment to Agreement #15/16-DD-GW-00 with Goodwill Industries of the Columbia, Inc., and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016 217

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

**RE: IN THE MATTER OF EXECUTING A SECOND AMENDMENT TO AGREEMENT #15/16-DD-GW-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND GOODWILL INDUSTRIES OF THE COLUMBIA, INC., APPROVED BY BENTON COUNTY RESOLUTION NO. 2015-718 AND FRANKLIN COUNTY RESOLUTION NO. 2015-352**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Goodwill Industries of the Columbia, Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, the purpose of this Second Amendment is to extend the Agreement End Date to September 30, 2016; and

**WHEREAS**, all other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first; NOW THEREFORE,

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

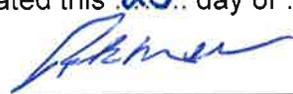
**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, a Second Amendment to Agreement #15/16-DD-GW-00 with Goodwill Industries of the Columbia Inc.; and

**BE IT FURTHER RESOLVED**, the term of the attached Second Amendment commences on July 1, 2016 and shall expire on September 30, 2016.

Dated this ..... day of ..... 2016.

Dated this 25 day of ... MAY ..... 2016.

\_\_\_\_\_  
Chair, Benton County Commissioners

  
\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

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

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

Attest: \_\_\_\_\_  
Clerk of the Board

Attest:   
Clerk of the Board

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Second Amendment to Agreement #15/16-DD-GW-00**

This Second Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Goodwill Industries of the Columbia, Inc.**, a Washington State Not-For-Profit Corporation, with its principal offices at 815 N. Kellogg, Ste. A, Kennewick, WA 99336. (hereinafter "Contractor")

**Counties Contact Information:**  
Kyle Sullivan, Interim Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: [kyle.sullivan@co.benton.wa.us](mailto:kyle.sullivan@co.benton.wa.us)

**Contractor Contact Information:**  
Ken Gosney, Executive Director  
Goodwill Industries of the Columbia, Inc.  
815 N. Kellogg, Ste. A  
Kennewick, WA 99336  
Phone: 509.735.7238 / Fax 509.783.8266  
E-Mail: [kgosney@goodwillotc.org](mailto:kgosney@goodwillotc.org)

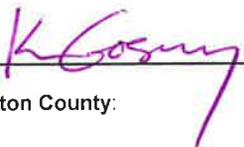
Agreement Start Date ..... July 1, 2015  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... **September 30, 2016**

The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

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

**For the Contractor:**

  
\_\_\_\_\_

Title: Exec. Director Date 5/12/16

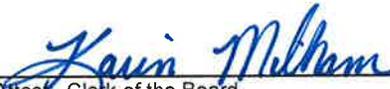
**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date

\_\_\_\_\_  
Attest: Clerk of the Board

**For Franklin County:**

  
\_\_\_\_\_  
Franklin County Commissioners Date 5-25-16

  
\_\_\_\_\_  
Attest: Clerk of the Board

Approved as to Content:

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Department of Human Services

\_\_\_\_\_  
Benton County Prosecutor's Office

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

## PURPOSE

By way of this Second Amendment to Agreement #15/16-DD-GW-00 between the Benton and Franklin Counties Department of Human Services and the Contractor identified above is hereby amended as follows:

- This Amendment extends the end date to September 30, 2016.
- This Amendment changes the Contractor Contract Information to:

Ken Gosney, Executive Director  
Goodwill Industries of the Columbia, Inc.  
815 N. Kellogg, Ste. A  
Kennewick, WA 99336  
Phone: 509.735.7238 / Fax 509.783.8266  
E-Mail: [kgosney@goodwillotc.org](mailto:kgosney@goodwillotc.org)

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b>	Execute Amendment	<u>  X  </u>	Consent Agenda <u>  X  </u>
	Pass Resolution	<u>  X  </u>	Public Hearing _____
<b>Subject:</b> First Amendment to Professional Services Agreement #2015/16-Adolphsen-00	Pass Ordinance	_____	1st Discussion _____
	Pass Motion	_____	2nd Discussion _____
<b>Prepared by:</b> Shela Berry, Admin Assistant-DHS	Other	_____	Other _____
<b>Reviewed by:</b> Kyle Sullivan, Administrator-DHS			

**BACKGROUND INFORMATION**

Benton and Franklin Counties Department of Human Services currently contracts with Sharon Adolphsen to provide support to the local Parent Coalition.

The purpose of this First Amendment is to extend the Agreement End Date to September 30, 2016.

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first.

**COORDINATION**

Franklin County Prosecuting Attorney's Office  
Kyle Sullivan, DHS  
Mari Clark, DHS

**SUMMARY**

**Award:** Remains unchanged  
**Period:** July 1, 2016 through September 30, 2016 or when a new 2016-2017 annual agreement is fully executed, whichever comes first.  
**Funding Source:** Fund 0108-101 Human Services Budget

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this amendment is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing a First Amendment to Professional Services Agreement #PSA-2015/16-Adolphsen-00 and to authorize the Chair to sign on behalf of the Board.

  
\_\_\_\_\_  
Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016 215

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

RE: IN THE MATTER OF EXECUTING A FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT #PSA-2015/16-ADOLPHSEN-00  
BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN  
SERVICES AND SHARON ADOLPHSEN, APPROVED BY BENTON COUNTY  
RESOLUTION NO. 2015 630 AND FRANKLIN COUNTY RESOLUTION NO.  
2015 313

WHEREAS, Benton and Franklin Counties Department of Human Services currently contracts  
with Sharon Adolphsen to provide support to the local Parent Coalition; and

WHEREAS, the purpose of this First Amendment is to extend the Agreement End Date to  
September 30, 2016; and

WHEREAS, all other provisions set out in the underlying Agreement remain in full force and effect  
until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever  
comes first; NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners  
and the Chairman of the Board of Franklin County Commissioners be, and they hereby are,  
authorized to sign, on behalf of their respective county, a First Amendment to Agreement  
#PSA15/16-ADOLPHSEN-00 with Sharon Adolphsen; and

BE IT FURTHER RESOLVED, the term of the attached First Amendment Commences on July  
1, 2016 and shall expire on September 30, 2016.

Dated this . . . .day of . . . . ., 2016

Dated this 25 .day of MAY . . . . , 2016

\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

Constituting the Board of County Commissioners  
of Benton County, Washington

Constituting the Board of County Commissioners  
of Franklin County, Washington

Attest: \_\_\_\_\_  
Clerk of the Board

Attest:   
Clerk of the Board

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES**

First Amendment for  
Professional Services Agreement #PSA-2015/16-Adolphsen-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the Benton and Franklin Counties' Department of Human Services, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and Sharon Adolphsen, an individual, residing at 3693 Everett St., West Richland, WA 99353 (hereinafter "Contractor").

Counties Contact Information  
Kyle Sullivan, Interim Administrator  
Department of Human Services  
7102 W. Okanogan Pl, Suite 201  
Kennewick, WA 99336  
Phone: 509.783.5284  
Fax: 509.783.5981  
Email: [Kyle.sullivan@co.benton.wa.us](mailto:Kyle.sullivan@co.benton.wa.us)

Contractor Contact Information  
Sharon Adolphsen, Coordinator  
Parent Coalition  
3693 Everett St.  
West Richland, WA 99353  
Phone: 509.967.0971  
Email: [keithnsharon@frontier.com](mailto:keithnsharon@frontier.com)

Agreement Start Date ..... July 1, 2015  
Agreement End Date ..... **September 30, 2016**

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

For the Contractor

  
Sharon Adolphsen, Coordinator      Date

For Benton County:

\_\_\_\_\_  
Benton County Commissioners      Date

\_\_\_\_\_  
Attest: Clerk of the Board

For Franklin County:

  
Franklin County Commissioners      Date **5-25-16**

  
Attest: Clerk of the Board

Approved as to Content:

  
Department of Human Services

Approved as to Form:

\_\_\_\_\_  
Benton County Prosecutor's Office

Approved as to Form:

  
Franklin County Prosecutor's Office

## **PURPOSE**

By way of this Second Amendment to #PSA-2015/16-Adolphsen-00 between the Benton and Franklin Counties Department of Human Services and the Contractor identified above is hereby amended as follows:

- This Amendment extends the end date to September 30, 2016.
- Change address to:

Sharon Adolphsen, Coordinator  
Parent Coalition  
3693 Everett St.  
West Richland, WA 99353

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>		
<b>Meeting Date:</b>  <b>Subject:</b> <u>Second Amendment to Agreement</u> <u>#15/16-DD-CI-00 with Columbia</u> <u>Industries</u> <b>Prepared by:</b> Shela Berry, Admin Assistant-DHS <b>Reviewed by:</b> Kyle Sullivan, Interim Administrator- DHS	<b>Execute Amendment</b> <u>  X  </u> <b>Pass Resolution</b> <u>  X  </u> <b>Pass Ordinance</b> _____ <b>Pass Motion</b> _____ <b>Other</b> _____		<b>Consent Agenda</b> <u>  X  </u> <b>Public Hearing</b> _____ <b>1st Discussion</b> _____ <b>2nd Discussion</b> _____ <b>Other</b> _____

**BACKGROUND INFORMATION**

The Benton and Franklin Counties Department of Human Services currently contracts with Columbia Industries Inc., to provide developmental disabilities services for clients in Benton and Franklin Counties.

The purpose of this Second Amendment is to extend the Agreement End Date to September 30, 2016.

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first.

**COORDINATION**

Franklin County Prosecuting Attorney's Office  
 Kyle Sullivan, DHS  
 Mari Clark, DHS

**SUMMARY**

**Award:** Remains unchanged

**Period:** July 1, 2016 through September 30, 2016 or when a new 2016-2017 annual agreement is fully executed, whichever comes first.

**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Second Amendment is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing a Second Amendment to Agreement #15/16-DD-CI-00 with Columbia Industries, and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016 214

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

**RE: IN THE MATTER OF EXECUTING A SECOND AMENDMENT TO AGREEMENT #15/16-DD-CI-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND COLUMBIA INDUSTRIES, APPROVED BY BENTON COUNTY RESOLUTION NO. 2015-669 AND FRANKLIN COUNTY RESOLUTION NO. 2015-333**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with Columbia Industries, to provide developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, the purpose of this Second Amendment is to extend the Agreement End Date to September 30, 2016; and

**WHEREAS**, all other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first; NOW THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, a Second Amendment to Agreement #15/16-DD-CI-00 with Columbia Industries; and

**BE IT FURTHER RESOLVED**, the term of the attached Second Amendment commences on July 1, 2016 and shall expire on September 30, 2016.

Dated this ..... day of ..... 2016.

Dated this 25... day of MAY.....2016.

\_\_\_\_\_  
Chair, Benton County Commissioners

  
\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

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

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

Attest: \_\_\_\_\_  
Clerk of the Board

Attest:   
Clerk of the Board

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Second Amendment to Agreement #15/16-DD-CI-00**

This Second Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Columbia Industries**, a Washington State Not-For-Profit Corporation, with its principal offices at 900 S. Dayton, Kennewick, WA 99336. (hereinafter "Contractor")

**Counties Contact Information:**  
Kyle Sullivan, Interim Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: [Kyle.sullivan@co.benton.wa.us](mailto:Kyle.sullivan@co.benton.wa.us)

**Contractor Contact Information:**  
Rich Foeppel, President  
Columbia Industries  
PO BOX 7346  
Kennewick, WA 99336  
Phone: 509.582.4142 / Fax 509.586.3825  
E-Mail: [richf@columbiaindustries.com](mailto:richf@columbiaindustries.com)

Agreement Start Date ..... July 1, 2015  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... **September 30, 2016**

The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

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

For the Contractor:

  
\_\_\_\_\_

Title: CEO Date 5/12/16

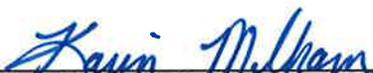
For Benton County:

\_\_\_\_\_  
Benton County Commissioners Date

\_\_\_\_\_  
Attest: Clerk of the Board

For Franklin County:

  
\_\_\_\_\_  
Franklin County Commissioners Date 5-25-16

  
\_\_\_\_\_  
Attest: Clerk of the Board

Approved as to Content:

  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:

\_\_\_\_\_  
Benton County Prosecutor's Office

Approved as to Form:

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

## **PURPOSE**

By way of this Second Amendment to Agreement #15/16-DD-CI-00 between the Benton and Franklin Counties Department of Human Services and the Contractor identified above is hereby amended as follows:

- This Amendment extends the end date to September 30, 2016.

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>	Execute Amendment	<u>  X  </u>
<b>Subject:</b> Second Amendment to Agreement #15/16-DD-CDC-00. with Children's Developmental Center	Pass Resolution	<u>  X  </u>
<b>Prepared by:</b> Shela Berry, Admin Assistant-DHS	Pass Ordinance	<u>      </u>
<b>Reviewed by:</b> Kyle Sullivan, Administrator-DHS	Pass Motion	<u>      </u>
	Other	<u>      </u>
	Consent Agenda	<u>  X  </u>
	Public Hearing	<u>      </u>
	1st Discussion	<u>      </u>
	2nd Discussion	<u>      </u>
	Other	<u>      </u>

**BACKGROUND INFORMATION**

The Benton and Franklin Counties Department of Human Services currently contracts with Children's Developmental Center, to provide developmental disabilities services for clients in Benton and Franklin Counties.

The purpose of this Second Amendment is to extend the Agreement End Date to September 30, 2016.

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first.

**COORDINATION**

Franklin County Prosecuting Attorney's Office  
 Kyle Sullivan, DHS  
 Mari Clark, DHS

**SUMMARY**

**Award:** Remain unchanged  
**Period:** July 1, 2016 through September 30, 2016 or when a new 2016-2017 annual agreement is fully executed, whichever comes first.  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Second Amendment is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing a Second Amendment to Agreement #15/16-DD-CDC-00 with Children's Developmental Center and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016 212

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

**RE: IN THE MATTER OF EXECUTING A SECOND AMENDMENT TO AGREEMENT #15/16-DD-CDC-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND CHILDREN'S DEVELOPMENTAL CENTER, APPROVED BY BENTON COUNTY RESOLUTION NO. 2015-682 AND FRANKLIN COUNTY RESOLUTION NO. 2015-344**

**WHEREAS**, Benton and Franklin Counties Department of Human Services currently contracts with Children's Developmental Center to provide developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, the purpose of this Second Amendment is to extend the Agreement End Date to September 30, 2016; and

**WHEREAS**, all other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first; NOW THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, a Second Amendment to Agreement #15/16-DD-CDC-00 with Children's Developmental Center; and

**BE IT FURTHER RESOLVED**, the term of the attached Second Amendment commences on July 1, 2016 and shall expire on September 30, 2016.

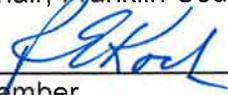
Dated this ..... day of ..... 2016.

Dated this 25 day of MAY.....2016.

\_\_\_\_\_  
Chair, Benton County Commissioners

  
\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

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

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

Attest: \_\_\_\_\_  
Clerk of the Board

Attest:   
Clerk of the Board

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Second Amendment to Agreement #15/16-DD-CDC-00**

This Second Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Children's Developmental Center**, an independent non-profit entity, with its principal offices at 1549 Georgia Avenue S.E., Ste. A., Richland, WA 99352. (hereinafter "Contractor")

**Counties Contact Information:**  
Kyle Sullivan, Interim Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: [kyle.sullivan@co.benton.wa.us](mailto:kyle.sullivan@co.benton.wa.us)

**Contractor Contact Information:**  
Cathy Tames, Executive Director  
Children's Developmental Center  
1549 Georgia Ave. S.E., Ste. A  
Richland, WA 99352  
Phone: 509.735.1062 / Fax 509.737.8492  
E-Mail: [cathyt@childrensdc.org](mailto:cathyt@childrensdc.org)

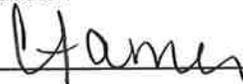
Agreement Start Date ..... July 1, 2015  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... **September 30, 2016**

The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

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

**For the Contractor:**

  
\_\_\_\_\_

Title: Ex. Dir Date 5/13/16

**For Benton County:**

\_\_\_\_\_  
Benton County Commissioners Date

\_\_\_\_\_  
Attest: Clerk of the Board

**For Franklin County:**

  
\_\_\_\_\_  
Franklin County Commissioners Date 5-25-16

  
\_\_\_\_\_  
Attest: Clerk of the Board

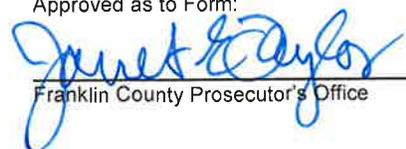
Approved as to Content:

  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:

\_\_\_\_\_  
Benton County Prosecutor's Office

Approved as to Form:

  
\_\_\_\_\_  
Franklin County Prosecutor's Office

## **PURPOSE**

By way of this Second Amendment to Agreement #15/16-DD-CDC-00 between the Benton and Franklin Counties Department of Human Services and the Contractor identified above is hereby amended as follows:

- This Amendment extends the end date to September 30, 2016.

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
<b>Meeting Date:</b>	Execute Amendment	<u>  X  </u>
<b>Subject:</b> Second Amendment to Agreement #15/16-DD-ARC with The Arc of Tri-Cities	Pass Resolution	<u>  X  </u>
<b>Prepared by:</b> Shela Berry, Admin Assistant-DHS	Pass Ordinance	<u>      </u>
<b>Reviewed by:</b> Kyle Sullivan, Administrator-DHS	Pass Motion	<u>      </u>
	Other	<u>      </u>
	Consent Agenda	<u>  X  </u>
	Public Hearing	<u>      </u>
	1st Discussion	<u>      </u>
	2nd Discussion	<u>      </u>
	Other	<u>      </u>

**BACKGROUND INFORMATION**

The Benton and Franklin Counties Department of Human Services currently contracts with The Arc of Tri-Cities, to provide developmental disabilities services for clients in Benton and Franklin Counties.

The purpose of this Second Amendment is to extend the Agreement End Date to September 30, 2016.

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first.

**COORDINATION**

Franklin County Prosecuting Attorney's Office  
 Kyle Sullivan, DHS  
 Mari Clark, DHS

**SUMMARY**

**Award:** Remains unchanged  
**Period:** July 1, 2016 through September 30, 2016 or when a new 2016-2017 annual agreement is fully executed, whichever comes first  
**Funding Source:** Division of Developmental Disabilities

**RECOMMENDATION**

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

**FISCAL IMPACT**

Funding for the services described in this Second Amendment is provided by the Division of Developmental Disabilities. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

**MOTION**

To approve signing a Second Amendment to Agreement #15/16-DD-ARC-00 with The Arc of Tri-Cities, and to authorize the Chair to sign on behalf of the Board.

  
 \_\_\_\_\_  
 Signature

# JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. \_\_\_\_\_

FRANKLIN COUNTY RESOLUTION NO. 2016 213

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

**RE: IN THE MATTER OF EXECUTING A SECOND AMENDMENT TO AGREEMENT #15/16-DD-ARC-00 TO PROVIDE DEVELOPMENTAL DISABILITIES SERVICES BETWEEN BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND THE ARC OF TRI-CITIES, APPROVED BY BENTON COUNTY RESOLUTION NO. 2015-667 AND FRANKLIN COUNTY RESOLUTION NO. 2015-335**

**WHEREAS**, the Benton and Franklin Counties Department of Human Services currently contracts with The Arc of Tri-Cities, to provide developmental disabilities services for clients in Benton and Franklin Counties; and

**WHEREAS**, the purpose of this Second Amendment is to extend the Agreement End Date to September 30, 2016; and

**WHEREAS**, all other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first; NOW THEREFORE,

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

**BE IT FURTHER RESOLVED**, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, a Second Amendment to Agreement #15/16-DD-ARC-00 with The Arc of Tri-Cities; and

**BE IT FURTHER RESOLVED**, the term of the attached Second Amendment commences on July 1, 2016 and shall expire on September 30, 2016.

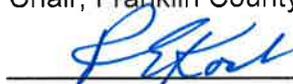
Dated this ..... day of ..... 2016.

Dated this 25... day of MAY.....2016.

\_\_\_\_\_  
Chair, Benton County Commissioners

  
\_\_\_\_\_  
Chair, Franklin County Commissioners

\_\_\_\_\_  
Member

  
\_\_\_\_\_  
Member

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

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

Attest: \_\_\_\_\_  
Clerk of the Board

Attest:   
Clerk of the Board

**Benton and Franklin Counties  
DEPARTMENT OF HUMAN SERVICES  
Second Amendment to Agreement #15/16-DD-ARC-00**

This Second Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4<sup>th</sup> Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **The Arc of Tri-Cities**, a Washington State Not-For-Profit Corporation, with its principal offices at 1455 Fowler St., Richland, WA 99352. (hereinafter "Contractor")

**Counties Contact Information:**  
Kyle Sullivan, Interim Administrator  
Department of Human Services  
7102 W. Okanogan Pl., Ste. 201  
Kennewick, WA 99336  
Phone: 509.783.5284 / Fax 509.783.5981  
E-Mail: [Kyle.Sullivan@co.benton.wa.us](mailto:Kyle.Sullivan@co.benton.wa.us)

**Contractor Contact Information:**  
Judy Westsick, Director  
The Arc of Tri-Cities  
1455 Fowler St.  
Richland, WA 99352  
Phone: 509.783.1131 / Fax 509.735.7706  
E-Mail: [judyw@arcoftricity.com](mailto:judyw@arcoftricity.com)

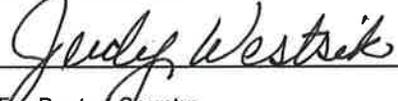
Agreement Start Date ..... July 1, 2015  
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... **September 30, 2016**

The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

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

For the Contractor:

  
\_\_\_\_\_  
For Benton County:

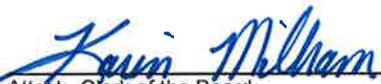
Title: Executive Director Date: 5/16/2016

\_\_\_\_\_  
Benton County Commissioners Date

\_\_\_\_\_  
Attest: Clerk of the Board

For Franklin County:

  
\_\_\_\_\_  
Franklin County Commissioners Date 5-25-16

  
\_\_\_\_\_  
Attest: Clerk of the Board

Approved as to Content:  
  
\_\_\_\_\_  
Department of Human Services

Approved as to Form:  
\_\_\_\_\_  
Benton County Prosecutor's Office

Approved as to Form:  
  
\_\_\_\_\_  
Franklin County Prosecutor's Office

## **PURPOSE**

By way of this Second Amendment to Agreement #15/16-DD-ARC-00 between the Benton and Franklin Counties Department of Human Services and the Contractor identified above is hereby amended as follows:

- This Amendment extends the end date to September 30, 2016.

All other provisions set out in the underlying Agreement remain in full force and effect until September 30, 2016 or a new 2016-2017 annual agreement is fully executed, whichever comes first.

AGENDA/WORKSHOP ITEM	TYPE OF ACTION NEEDED	
Meeting Date: June 14, 2016	Execute Contract	Consent Agenda <u>  X  </u>
Subject: Authorize purchase of two Standard workstation, two laptops and two mobile printers	Pass Resolution <u>  X  </u>	Public Hearing <u>      </u>
	Pass Ordinance <u>      </u>	1st Discussion <u>      </u>
By: Teri L. Holmes	Pass Motion <u>      </u>	2nd Discussion <u>      </u>
Reviewed By:	Other <u>      </u>	Other <u>      </u>

**BACKGROUND INFORMATION**

Benton Franklin Juvenile Justice has received JDAI grant approval to purchase two standard computer workstations, two laptops and two mobile printers.

**SUMMARY**

Benton County Information Technology recommends purchasing two Dell 7040 Micro Form Factor Computer with a single 22 inch monitor, two Dell 14" Latitude Laptops, and two Brother PocketJet 6 mobile printers.

**RECOMMENDATION**

Recommend the Board of Benton County Commissioners approve the purchase of two standard workstations, two laptops, and two mobile printers for use by Benton Franklin Juvenile Justice in an amount not to exceed \$6515.

**FISCAL IMPACT**

None. Benton Franklin Juvenile Justice has been awarded JDAI grant funds.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE PURCHASE OF TWO STANDARD WORKSTATIONS, TWO LAPTOPS, AND TWO MOBILE PRINTERS FOR BENTON FRANKLIN JUVENILE JUSTICE.

WHEREAS, The Benton Franklin Juvenile Justice has been awarded JDAI Grant funds to purchase two standard workstations, two laptops and two mobile printers; and

WHEREAS, Benton County has selected Dell workstations and laptops as its standard; and

WHEREAS, Information Technology presented a proposal to the Benton Franklin Juvenile Justice department that included two Dell OptiPlex 7040 Micro Form Factor PC's, two 22 inch monitors, two Dell Latitude 14" laptops, and two Brother PocketJet 6 mobile printers; and

WHEREAS, The Benton Franklin Juvenile Justice department recommends the purchase; and

WHEREAS, Section 2.6 of the Computer Replacement policy requires all new computer equipment receive approval by the Board of Benton County Commissioners before purchasing; and

WHEREAS, Information Technology assembled an eQuote from Dell Premier for two Dell OptiPlex 7040 workstations and two Dell Latitude Laptops utilizing Washington State Contract pricing and other sources for the Brother PocketJet 6 printers recommends the purchase; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's selection and approves the purchase of two Dell OptiPlex 7040 single monitor workstations, two Dell Latitude Laptops, and two Brother PocketJet 6 mobile printers from Dell Premier and other suppliers for use by the Benton Franklin Juvenile Justice department in an amount not to exceed \$6515.00 including Washington State Sales Tax

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

6/6/2016 6:52:36 PM  
eQuote Details

eQuote Number: 1020412196047  
 eQuote Name: Standard PC 1 Monitor Setup  
 Customer Agreement N°: 05815-003  
 Contract Code: WN34AGW  
 Description: Standard PC 1 Monitor Setup  
 Saved On: 4/26/2016  
 Expires On: 6/25/2016  
 Saved By: robert.heard@co.benton.wa.us  
 Premier Page: Benton County NASPO ValuePoint  
 05815-003 / WN347AGW  
 Notes / Comments: Standard PC 1 Monitor Setup  
 Authorized Buyer: Teri Holmes  
 teri.holmes@co.benton.wa.us

Order Contact

Order Date: 4/26/2016  
 Order Contact: Robert Heard  
 Benton County IT  
 509786-5603  
 robert.heard@co.benton.wa.us

Shipping

Shipping Contact: Teri L. Holmes  
 Benton County  
 Information Technology  
 509786-5603  
 central.services@co.benton.wa.us  
 Shipping Address: 620 Market St  
 Prosser, WA 99350-1300  
 Delivery method: no charge delivery  
 Shipping Instructions: Contract N39913655 Customer  
 Agreement NASPOWSCA A63307  
 Trade compliance: No, I will not be exporting

eQuote Cart Contents

Item	Quantity	Estimated Ship Date	Price
 <input checked="" type="checkbox"/> OptiPlex 7040 Micro Form Factor - Great value and in-stock for fast shipping OptiPlex 7040 MFF Premier Discount Add to List	1	<input checked="" type="checkbox"/> 6/7/2016	\$1,473.29 (\$471.45) \$1,001.84
 Dell 22 Monitor   P2214H Dell 22 Monitor   P2214H Dell Part#: 332-2659	1	6/20/2016	\$229.99 (\$50.60) \$179.39

Subtotal	\$1,181.23
Estimated Shipping	\$0.00
Estimated Tax	\$101.58
<b>Total</b>	<b>\$1,282.81</b>

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Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.-Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. \*\* Orders with Custom Factory Integration might require additional processing time.

<sup>†</sup>Dell Business Credit: OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance.

<sup>\*\*</sup>Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities.

<sup>†</sup>Subject to applicable law and regulations.

6/6/2016 6:53:09 PM  
eQuote Details

eQuote Number 1023098427389  
 eQuote Name Juvy 14 inch Laptop  
 Customer Agreement N°: 05815-003  
 Contract Code: WN34AGW  
 Description Juvy 14 inch Laptop  
 Saved On 6/1/2016  
 Expires On 7/31/2016  
 Saved By robert.heard@co.benton.wa.us  
 Premier Page Benton County NASPO ValuePoint  
 05815-003 / WN347AGW  
 Notes / Comments Juvy 14 inch Laptop  
 Authorized Buyer Teri Holmes  
 teri.holmes@co.benton.wa.us

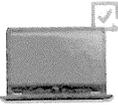
Order Contact

Order Date 6/1/2016  
 Order Contact Robert Heard  
 Benton County IT  
 509786-5603  
 robert.heard@co.benton.wa.us

Shipping

Shipping Contact Teri L. Holmes  
 Benton County  
 Information Technology  
 509786-5603  
 central.services@co.benton.wa.us  
 Shipping Address 620 Market St  
 Prosser, WA 99350-1300  
 Delivery method no charge delivery  
 Shipping Instructions Contract N39913655 Customer  
 Agreement NASPOWCSA A63307  
 Trade compliance No, I will not be exporting

eQuote Cart Contents

Item	Quantity	Estimated Ship Date	Price
 Latitude 14 (e5470) 5000 - Great value and in-stock for fast shipping Dell Latitude E5470 Premier Discount	1	<input checked="" type="checkbox"/> 6/7/2016	\$2,231.86
			(\$714.19)
			<b>\$1,517.67</b>
			Subtotal \$1,517.67
			Estimated Shipping \$0.00
			Estimated Tax \$130.53

Total

\$1,648.20

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Same day shipment subject to order size limitations, Dell standard shipping methods and payment via credit card, gift card or Dell Business Credit. Notification will be provided if there are payment delays which could impact shipping date. Electronics and accessories may ship separately.

Smart Selection. Limited quantities. Only available for orders placed by 5:59 p.m. CT Mon.-Thurs. Systems shipped the next business day after an order is placed. Subject to order approval. Software and accessories not part of the configuration will be shipped separately and may arrive after your system. Please note that Smart Selection Configuration pricing cannot be combined with other pricing offers or discounts provided or agreed to by Dell. \*\* Orders with Custom Factory Integration might require additional processing time.

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\*\*Payment solutions provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Restrictions and additional requirements may apply to transactions with governmental or public entities.

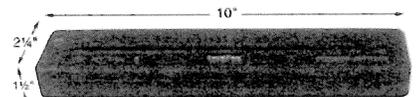
\*Subject to applicable law and regulations.

# PocketJet®

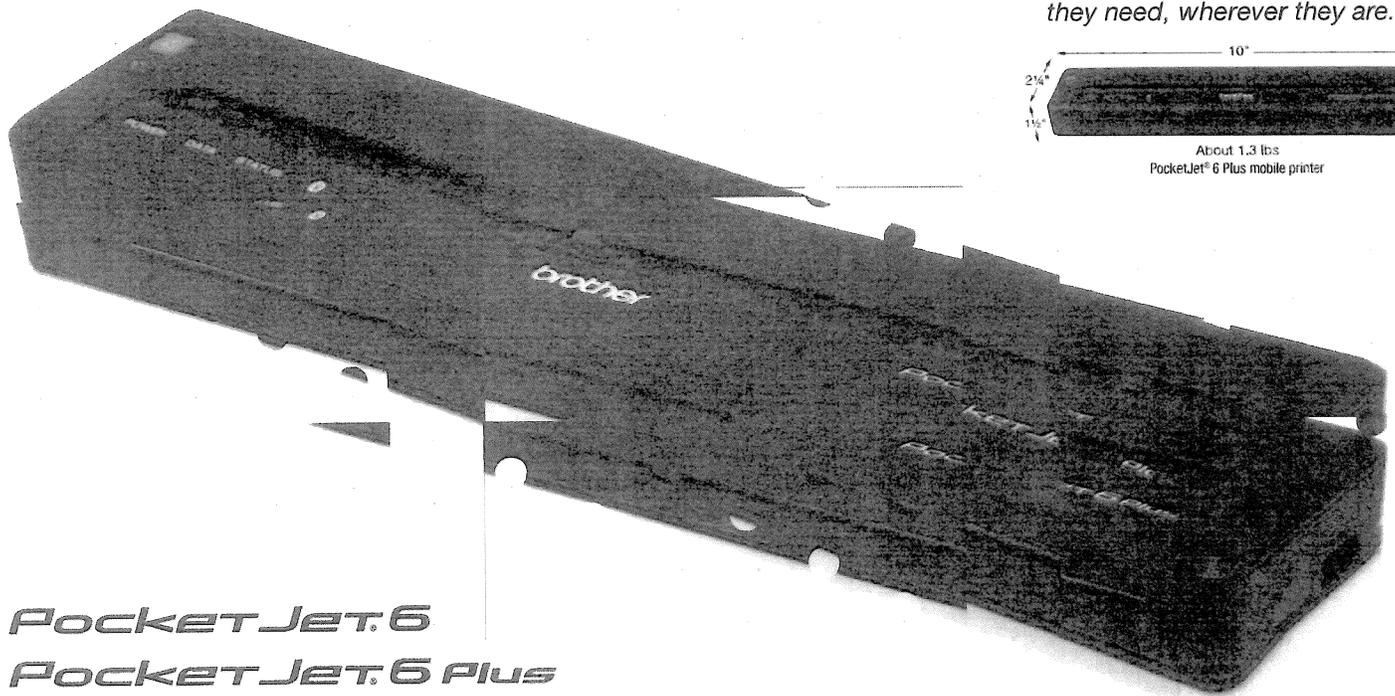
## Mobile Printers

FULL-PAGE MOBILE  
PRINTING SOLUTIONS

*PocketJet® 6 mobile printers connect easily to laptops and handhelds to quickly produce full-page documents with high-resolution text, graphics and pictures practically anywhere. These lightweight, compact devices help mobile professionals in public safety, pest management, insurance, public utilities, and other service organizations print the detailed full-page diagrams, maps and other documents they need, wherever they are.*



About 1.3 lbs.  
PocketJet® 6 Plus mobile printer



*PocketJet.6*  
*PocketJet.6 Plus*  
*PocketJet.673*

PocketJet® 6 Series  
Data Sheet

**brother**  
at your side

## Technical Specifications

	PocketJet® 6	PocketJet® 6 Plus	PocketJet® 673
Maximum Paper Width	8.5"		
Maximum Printing Speed	6 ppm (pages per minute)		
Printing Method	Direct Thermal Technology		
Printer Resolution	203 x 200 dpi	300 x 300 dpi	
Media (Direct Thermal)	Cut sheet, Continuous Roll, Perforated Roll, Fanfold		
Media Sizes	Letter, Legal, A4, Continuous; Custom sizes and pre-printed media are available upon request.		
Interfaces	USB 2.0 and IrDA standard; Bluetooth® wireless technology optional*		WLAN (Ad hoc Mode 802.11b/g) <sup>□</sup>
WLAN Security	NA	NA	WEP (64/128 bit)
External Dimensions	10.04" L x 2.17" W x 1.18" H		10.04" L x 2.17" W x 1.53" H
Power Options*	NiMH Battery; Li-ion Battery; AC Adapter; DC Vehicle Adapter		
Battery Yield: NiMH	Up to 70 pages (from 100% charge)		
Battery Yield: Li-ion	Up to 300 pages (from 100% charge)		
Operating Systems Supported	Windows® XP / Windows® Vista® / 7; Mac® OS 10.4/10.5/10.6; Windows Mobile; Android™; BlackBerry OS		iOS® 4.3 or later <sup>▲</sup>

\* Requires additional purchase. All specifications subject to change without notice.  
 ▲ Windows® XP/ Windows® Vista®/7 available summer of 2013.

□ Apple® AirPrint™ not supported.  
 ■ Requires Brother iOS SDK for app to install on the iOS device.

## ACCESSORIES\*

## ASK US ABOUT OUR OTHER PRODUCTS

### Premium Brother® Papers for the PocketJet® Line

PocketJet® models accept a variety of premium Brother® thermal media

- Cut-sheet letter or legal-size paper
- Continuous or perforated roll paper
- Fanfold paper
- Premium archival paper - lasts 20 years or more
- Standard archival paper - lasts 7 years or more
- Synthetic Weatherproof media - withstands outdoor elements
- Custom preprinted paper available



### RuggedJet® mobile printers

Receipt & Label Mobile Printers

#### RuggedJet® RJ-4030

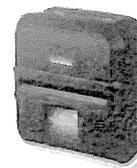
- Up to 5 ips, at industry-standard 203 dpi resolution
- IP54 certification to withstand dust and moisture
- 6 ft. drop protection
- Prints labels and receipts from 2" to 4" wide from convenient drop-in rolls
- Resident fonts
- USB 2.0, Serial and Bluetooth® technology interfaces
- Optional magnetic card reader available\*



#### RuggedJet® RJ-4040

All the features of the RuggedJet® RJ-4030, but with:

- USB 2.0, Serial and Wi-Fi (802.11b/g/n) interfaces

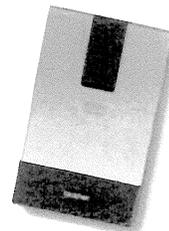


### MPrint Mobile Printers

Ultra-portable, small-format mobile printers

#### MW-260

- Prints on Brother® A6 paper (5.8" X 4.1")
- Weighs 1.2 lbs.
- USB, IrDA, and Bluetooth® technology interfaces
- 300 dpi resolution for crisp text and graphics
- Windows®, Windows Mobile, and BlackBerry® support



#### MW-145BT

- Prints on Brother® A7 paper (4.1" X 2.9")
- Weighs 11 oz.
- USB, IrDA, and Bluetooth® technology interfaces
- 300 dpi resolution for crisp text and graphics



## BROTHER MOBILE SOLUTIONS, INC.

For more information, call 1-800-543-6144,  
 or visit [www.brothermobilesolutions.com](http://www.brothermobilesolutions.com)

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**brother**  
 at your side

BMS 01-2012 001 V1

<b><u>AGENDA ITEM</u></b>	<b><u>ACTION NEEDED</u></b>	<b><u>DISCUSSION TYPE</u></b>
<b>Meeting Date: 14 Jun 2016</b> <b>Subject: Vista Park Lawn</b> <b>Memo Date: 07 Jun 2016</b> <b>Prepared By: AJF</b> <b>Reviewed By:</b>	<b>Execute Contract X</b> <b>Pass Resolution X</b> <b>Pass Ordinance</b> <b>Pass Motion</b> <b>None</b>	<b>Consent Agenda X</b> <b>Public Hearing</b> <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>

**SUMMARY**

This contract amendment allows for installation of sodded lawn at Vista Park.

**BACKGROUND**

Bauder Grading & Excavating is contracted by Benton County to complete two separate irrigation projects – one at the Fairgrounds (new installation) and one at Vista Park (replacement of old system).

In the case of Vista Park, the existing lawn was in such a deteriorated condition that it was deemed unsalvageable. This, the result of weed intrusion, lack of consistent watering, and all of the work related to installing the new playground and removing the old equipment that was scattered about the property. It was determined that to appropriately compliment the investment in the new playground, irrigation system, and other smaller touches, that a new, level lawn should be installed.

Originally, simply disking the property and laying sod over that was considered, but the earth is so rocky in the park it was determined that would not be a good idea for the health of the grass and for keeping the lawn nice and level. After further consultation, the Sustainable Development Manager determined that the best course of action would be to level the ground with topsoil, then place new sod over that leveled topsoil.

As such, the addendum adds \$6,855.39 to the original contract, including WSST:

- \$2,330.00 120 yards of topsoil, leveled, sprinklers adjusted to grade;
- \$4,000.00 8,000 square feet of sod, installed;
- \$ 525.39 WSST

The amendment has been approved for form by the Prosecutor and has been signed by the contractor.

The work is scheduled for completion on June 16. A dedication of the improvements at Vista Park will follow in the coming weeks.

**FISCAL IMPACT**

\$6,855.39 is added to the contract, which on the whole is not to exceed \$44,000.00. All expenses related to the Vista Park portion of the contract are being paid from the Park Development Fund.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY ROADS, RE: A SECOND AMENDMENT TO THE CONTRACT WITH BAUDER GRADING AND EXCAVATION OF BENTON CITY, WA FOR THE INSTALLATION OF UNDERGROUND IRRIGATION SYSTEMS AT THE BENTON COUNTY FAIRGROUNDS AND VISTA PARK

**WHEREAS**, per Resolution 2016-197, the Board of Benton County Commissioners approved a contract with Bauder Grading and Excavation for work to be performed at the Benton County Fairgrounds and at Vista Park; and,

**WHEREAS**, the Sustainable Development Manager has determined that in order for the irrigation system installation system at Vista Park to be successful and fulfill the goals of the project, that most of the park lawn space must be regraded and sodded; and as such the Sustainable Development Manager recommends a change order to the original contract scope to this effect to the Board of Commissioners; and,

**WHEREAS**, the contractor has submitted a cost adjustment for the added scope that is within market prices; **NOW THEREFORE**,

**BE IT RESOLVED**, that the Board of Commissioners authorizes the Chairman to sign the Second Amendment to the aforementioned contract originally authorized by Resolution 2016-197. The total contract amount shall not exceed \$44,000.00, and the additional expenses for the sod work directed by this change order shall be funded from the Park Development Fund.

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

orig: Parks  
cc: Auditor, Public Works

Prepared by: A.J. Fyall

## SECOND AMENDMENT TO PUBLIC WORKS CONTRACT

**THIS SECOND CONTRACT AMENDMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **BAUDER GRADING & EXCAVATION, LLC**, a corporation organized under the laws of the State of Washington, with its principal offices located at 52217 W. Yakitat Rd, Benton City, WA 99320 (hereinafter "CONTRACTOR").

**WHEREAS**, the parties entered into a Public Works Contract dated March 15, 2016 (the "CONTRACT") for the installation of underground sprinkler systems at the Benton County Fairgrounds and Vista Park; and

**WHEREAS**, the parties entered into a First Amendment to the CONTRACT pursuant to Resolution 2016-271 dated April 5, 2016, to expand the original scope of work to include the installation of a new 5 horsepower irrigation booster pump and one additional sprinkler zone to Benton County Fairgrounds; and

**WHEREAS**, this Second Amendment to the CONTRACT is necessary to include additional services agreed upon by both parties for grading of top soil, sod installation, and service to irrigation systems at Benton County Vista Park for an additional compensation amount of six thousand eight hundred fifty-five dollars and thirty-nine cents (\$6,855.39).

The parties agree that all provisions of the CONTRACT remain in effect except for the following amendments:

1. **CONTRACT DOCUMENTS**. This section shall be amended and replaced in its entirety with the following:

This Contract consists of these terms and conditions and the following documents:

- a. Exhibit A – Quote for Installation of Underground Irrigation Systems
- b. Exhibit B – Irrigation Designs/Parts List
- c. Exhibit C – Washington State Prevailing Wage Rates for Public Works Contracts
- d. Exhibit D – Change Order #1
- e. Exhibit E – Change Order #2

3. **SERVICES PROVIDED**. Section 3.a. of the CONTRACT shall be amended and replaced in its entirety with the following:

- a. The CONTRACTOR agrees to provide labor and materials for the installation of the underground irrigation systems at the new Benton County Fairgrounds RV Park and Benton County Vista Park. The irrigation systems shall follow the attached designs and parts list as stated within Exhibit B "Irrigation Designs/Parts List," and shall include the work detailed in Exhibit D "Change Order #1" and Exhibit E "Change Order #2." Exhibits B, D, and E are attached hereto and incorporated by reference. In the event that the requested work requires, under

state or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill the COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or other fees that it does not actually incur. Thereafter upon completion of services, CONTRACTOR shall ensure that a completed work order, detailing the work done, the time expended, and the parts used, is remitted to the COUNTY representative or his designee prior to CONTRACTOR leaving the work site.

5. **COMPENSATION**. Section 5.a. of the CONTRACT shall be amended and replaced in its entirety with the following:
  - a. The amount payable by the COUNTY to CONTRACTOR for the work set forth in Section 3.a. is thirty-six thousand eight hundred fifty-five dollars and thirty-nine cents (\$36,855.39) including W.S.S.T., plus actual costs incurred for prevailing wage filing fees, permits, and background checks. The total Contract amount shall not exceed forty-four thousand dollars and zero cents (\$44,000.00) including W.S.S.T. Any and all work performed by CONTRACTOR outside the scope of Section 3.a. requires COUNTY approval prior to the work being performed and shall be compensated at the hourly rate set forth in Exhibit A "Quote for Installation of Underground Irrigation Systems," attached hereto and incorporated by reference. Any dollar amount above the maximum payable amount, not including prevailing wage filing fees, permits, and background checks, will only be paid with an amendment to this Contract. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages in a form approved and certified by the Washington State Department of Labor and Industries directly to the COUNTY's contract representative. At the completion of all work contemplated by this Contract or at the end of the contract term, whichever comes first, CONTRACTOR shall submit an affidavit of wages paid in compliance with prevailing wage requirements, pre-certified by the Department of Labor and Industries, directly to the COUNTY's contract representative. Such affidavit shall be in a form approved by the Washington State Department of Labor and Industries. No final payment will be made until such affidavit is provided.

- This section left intentionally blank. -

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

**BENTON COUNTY**

**BAUDER GRADING & EXCAVATION, LLC**

\_\_\_\_\_  
**Chairman of the Board**

  
\_\_\_\_\_  
**Signature**

**Date:** \_\_\_\_\_

**Date:** 6/2/16

**Approved as to Form:**

  
\_\_\_\_\_  
**Deputy Prosecuting Attorney**

# EXHIBIT E - Change Order # 2

Bauder Grading and Excavation, LLC

52217 W. Yakitat Rd  
Benton City, WA 99320

## Estimate

Date	Estimate #
4/26/2016	2286

Name / Address
Benton County Vista Park

Item	Description	Total
Dirt Top Soil	ADDENDUM TO VISTA PARK Top Soil/Dirt 120 yds Site Graded Sprinklers adjusted to grade	2,330.00T
Sod	8,000sq ft of High quality sod Cut day of installation Tools and Labor	4,000.00T
Irrigation	Shorten existing cover Adjust Grade	0.00T
Thank for considering Bauder Grading & Excavation we look forward to working with you!		<b>Subtotal</b> 6,330 <sup>00</sup>
Signature _____ Date _____ Cory Bauder		<b>Sales Tax (8.6%)</b> 525 <sup>39</sup>
		<b>Total</b> 6,855 <sup>39</sup>

Note: This proposal may be withdrawn by Cory Bauder, if not signed and returned within 30 days. Bid does not include seeding, surveying, soil testing, or undercutting, unless listed specifically on the bid. If we hit rock, there will be an added expense on the time it takes to blast, hammer, excavate, and dispose.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>06/14/2016</u>	Execute Contract	<u>X</u>
Subject: <u>Local Gov U</u> <u>Contract</u>	Pass Resolution	<u>X</u>
	Pass Ordinance	<u>      </u>
Prepared by: <u>L. Wingfield</u>	Pass Motion	<u>      </u>
	Other	<u>      </u>
	Consent Agenda	<u>X</u>
	Public Hearing	<u>      </u>
	1st Discussion	<u>      </u>
	2nd Discussion	<u>      </u>
	Other	<u>      </u>

**BACKGROUND INFORMATION**

Local Gov U a division of Praetorian Group Inc. has been providing online training courses to Benton County for several years. The online training courses are a great resource due to the logistics of an instructor led training can be difficult and often not practical. Benton County has access to the complete library which includes matters relating to safety, risk management, law enforcement, and human resources.

Local Gov U had been making pricing changes as well as adding new courses and therefore there was a delay in the completion of the contract.

**SUMMARY**

See above.

**RECOMMENDATION**

Recommend the Board of Benton County Commissioners to sign the resolution and contract.

**FISCAL IMPACT**

No supplement required.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE PERSONAL SERVICES CONTRACT BETWEEN LOCAL GOV U A DIVISION OF PRAETORIAN GROUP INC. AND BENTON COUNTY TO PROVIDE ONLINE TRAINING COURSES TO BENTON COUNTY EMPLOYEES.

**WHEREAS**, per resolution 2012-677, "The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for architectural, engineering, or design services), but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

**WHEREAS**, Benton County would like to continue utilizing Praetorian Group Inc. on an "as needed" basis; and

**WHEREAS**, the logistics of providing instructor led training to county employees for required safety training, along with other beneficial trainings, are not often practical; and

**WHEREAS**, Praetorian Group Inc. provides a complete library of courses that relates to matters of safety, risk management, law enforcement, and human resources; and

**WHEREAS**, the Personnel Manager recommends entering into a contract with Praetorian Group Inc. in order for Benton County to be able to utilities their complete library of training courses; **NOW, THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners hereby approves and signs the personal services contract between Benton County and Praetorian Group Inc. (services provided by Local Gov U) for "as needed" online training services in an amount not to exceed \$5,000 per year; and

**BE IT FURTHER RESOLVED**, that the term of the attached contract shall begin on February 1, 2016 and expire on January 31, 2017.

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

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

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Praetorian Group Inc. services provided by LocalGovU, which is a division of Praetorian Group Inc. a California for profit corporation with its principal offices at 200 Green Street, Suite 200, San Francisco, CA 94111, (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;
- b. Exhibit A, Course List and Pricing

**2. DURATION OF CONTRACT**

The term of this Contract shall begin February 1, 2016, and shall expire on January 31, 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**

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide online training services, and any necessary technical support that would be needed to take online courses, log user progress, and make training records and completion reports available for retrieval by the COUNTY.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

- d. The CONTRACTOR shall make courses available on a 24/7 basis at any computer with internet access.
- 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.
- f. The CONTRACTOR shall notify the COUNTY of any breach of data that involves account information, employee information, or payment information.

**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:

Tony Green  
11225 College Boulevard  
Suite 400  
Overland Park, Kansas 66210  
Phone: 415-318-3831  
Email: tgreen@localgovu.com

b. For COUNTY:

Lexi Wingfield  
7122 West Okanogan Place  
Building A  
Kennewick, WA 99336  
Phone: 509-737-2777  
Email: lexi.wingfield@co.benton.wa.us

**5. COMPENSATION**

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

- a. Compensation for courses will be paid in accordance with the prices set forth in Exhibit A "Courses List and Pricing", which is attached hereto and incorporated herein

by reference

- b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed \$2,000.
- 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 whenever the COUNTY submits an order for courses. The COUNTY shall 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. Courses are provided on an "as is" basis. CONTRACTOR does not make, and hereby disclaims, any and all other express and/or implied warranties, including but not limited to, warranties of merchantability or fitness for a particular purpose, and any warranties arising from a course of

dealing, usage, or trade practices. CONTRACTOR does not represent or warrant that courses will be error-free.

- 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, 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, 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, its officers, officials, employees or agents.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any 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 [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, the CONTRACTOR'S employees, agents or subcontractors.

## 8. INSURANCE

- a. **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 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.

- b. **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 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTY, 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

**c. 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, 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, 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 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.

**d. 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 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 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 COUNTY, 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 written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, 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 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 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(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.

**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, 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.

**16. 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 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. 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, 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 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.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective February 1, 2016.

Dated: \_\_\_\_\_

Dated: 05/24/16

**Benton County Board of Commissioners**

**Praetorian Group, Inc.**

\_\_\_\_\_  
Chairman

*Anthony Green*  
Signature

\_\_\_\_\_  
Member

Senior Exec. Executive  
Title:

\_\_\_\_\_  
Member

*Anthony Green*  
PRINTED NAME

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

Attest: \_\_\_\_\_  
Clerk of the Board

Approved as to Form

*Robert D. Mark*  
Civil Deputy Prosecuting Attorney

Exhibit A



## Benton County Personnel Online University

View Shopping Cart

Items	Total
0	\$0.00

[Return to License Manager](#)

### Course Library

Purchase licenses for new courses or purchase additional licenses for courses you already have using the chart below as your shopping list. Or browse our course offerings using the search bar on the left, or by selecting from the different course categories. Online University Enhancements can also be activated for your account here.

>>> **Discounts Available!!** Click on the link(s) below to learn more.

- [Volume Discounts](#)

You have **1 Pending Orders**. Click here to review them.

Categories
<a href="#">View All Courses</a>
<a href="#">Bundled Courses</a>
<a href="#">Corrections Training</a>
<a href="#">Customer Service</a>
<a href="#">Financial Management</a>
<a href="#">Firefighting</a>
<a href="#">Grant Writing Assistance</a>
<a href="#">Health &amp; Wellness</a>
<a href="#">Human Resources</a>
<a href="#">Law Enforcement</a>
<a href="#">Legislative Updates</a>
<a href="#">Management</a>
<a href="#">Productivity</a>
<a href="#">Roadway &amp; Highway</a>
<a href="#">Safety &amp; Environmental</a>
<a href="#">System Usage</a>

[Add to Cart](#)

Course or Bundle	Qty.	Price	Subtotal
LocalGovU Management Bundle (3 courses - Save \$6.00/17% off)	<input type="text"/>	\$30.00*	\$0.00
A Welcoming Customer Culture	<input type="text"/>	\$12.00	\$0.00
Absorbents and Spills	<input type="text"/>	\$12.00	\$0.00
Advanced Defensive Driving Techniques	<input type="text"/>	\$12.00	\$0.00
Alcohol Abuse Emergencies in Jails	<input type="text"/>	\$12.00	\$0.00
An Introduction to Requests for Proposal	<input type="text"/>	\$12.00	\$0.00
Arrest Procedures	<input type="text"/>	\$12.00	\$0.00
Back Injuries	<input type="text"/>	\$12.00	\$0.00
Basic Firearm Safety	<input type="text"/>	\$12.00	\$0.00
Basic First Aid	<input type="text"/>	\$12.00	\$0.00
Basic Jail Security Principles	<input type="text"/>	\$12.00	\$0.00
Basic Math	<input type="text"/>	\$12.00	\$0.00
Basic Telephone Skills	<input type="text"/>	\$12.00	\$0.00
Bloodborne Pathogens	<input type="text"/>	\$12.00	\$0.00
Bloodborne Pathogens for First Responders	<input type="text"/>	\$12.00	\$0.00
Bloodborne Pathogens for Law Enforcement	<input type="text"/>	\$20.00	\$0.00
Bomb Threat Response	<input type="text"/>	\$12.00	\$0.00
Booking and Admissions	<input type="text"/>	\$12.00	\$0.00
Booking and Admissions for Oklahoma	<input type="text"/>	\$12.00	\$0.00
Bullying in the Workplace	<input type="text"/>	\$12.00	\$0.00
Business Continuity	<input type="text"/>	\$12.00	\$0.00
Business Writing Basics	<input type="text"/>	\$12.00	\$0.00
Cemetery Maintenance	<input type="text"/>	\$12.00	\$0.00
Chemicals and MSDS	<input type="text"/>	\$12.00	\$0.00
Child Abuse Investigation	<input type="text"/>	\$12.00	\$0.00
Classification of Inmates	<input type="text"/>	\$12.00	\$0.00
Coaching with Character	<input type="text"/>	\$12.00	\$0.00
Commercial Motor Vehicle Safety	<input type="text"/>	\$12.00	\$0.00
Community Policing	<input type="text"/>	\$12.00	\$0.00
Computer Security Basics	<input type="text"/>	\$12.00	\$0.00
Conducting Strip Searches	<input type="text"/>	\$12.00	\$0.00
Confined Spaces	<input type="text"/>	\$12.00	\$0.00
Conflict and Dispute Resolution -- Law Enforcement	<input type="text"/>	\$12.00	\$0.00
Contraband Control	<input type="text"/>	\$12.00	\$0.00

Crisis Management		\$12.00	\$0.00
Crisis Management for Law Enforcement		\$12.00	\$0.00
Critical Incident Response		\$12.00	\$0.00
Crowd Control		\$12.00	\$0.00
Crowd Management		\$12.00	\$0.00
Dealing with Cold Stress		\$12.00	\$0.00
Dealing with Heat Stress		\$12.00	\$0.00
Dealing with Intoxicated Individuals		\$12.00	\$0.00
Dealing With Stress		\$12.00	\$0.00
Dealing with the Media		\$12.00	\$0.00
Defensive Driving Basics		\$12.00	\$0.00
Designing and Maintaining Safe Playgrounds		\$12.00	\$0.00
Developing Effective Communication Skills		\$12.00	\$0.00
Diabetic Emergencies		\$12.00	\$0.00
Disciplinary Action and Procedures for Local Gov		\$12.00	\$0.00
Disciplinary Procedures in a Corrections Setting		\$12.00	\$0.00
Dispatcher Training		\$12.00	\$0.00
Distracted Driving For Law Enforcement		\$20.00	\$0.00
Distracted Driving For Local Government (Low Stream)		\$24.00	\$0.00
Diversity in the Workplace		\$12.00	\$0.00
Drug and Alcohol Awareness		\$12.00	\$0.00
Drug Withdrawal in Jail		\$12.00	\$0.00
Eating Right for Health and Fitness		\$12.00	\$0.00
Electrical and Fire Safety		\$12.00	\$0.00
Emergency Preparation and Egress		\$12.00	\$0.00
Employee Confidential Records		\$12.00	\$0.00
Employee Recognition		\$12.00	\$0.00
Employee Retention		\$12.00	\$0.00
Enhancing Work Relationships		\$12.00	\$0.00
Equipment Safety		\$12.00	\$0.00
Escorting Inmates		\$12.00	\$0.00
Ethical Behavior for Corrections Officers		\$12.00	\$0.00
Ethical Behavior for Elected Officials		\$12.00	\$0.00
Ethical Behavior for Local Government		\$12.00	\$0.00
Ethics in Law Enforcement		\$12.00	\$0.00
Evidence Collection, Control and Storage		\$12.00	\$0.00
Fall Protection		\$12.00	\$0.00
Fire Behavior - Fire Growth and Fire Stages		\$12.00	\$0.00
Fire Behavior -- Fire Basics		\$12.00	\$0.00
Fire Behavior -- Types of Fires		\$12.00	\$0.00
Fire Control - Structural Fires		\$12.00	\$0.00
Fire Control - Wildfires and Non-Structural Fires		\$12.00	\$0.00
Fire Prevention and Response Plan for Jails		\$12.00	\$0.00
Forklift Safety		\$12.00	\$0.00
Form I-9 and Employment Eligibility Verification		\$12.00	\$0.00
Generational Differences		\$12.00	\$0.00
Global SDS and the Hazard Communication Standard - Local Government		\$12.00	\$0.00
Goal Setting Skills		\$12.00	\$0.00
Handling Angry Employees		\$12.00	\$0.00

Handling Difficult Customers for Local Government	<input type="checkbox"/>	\$12.00	\$0.00
Handling Domestic Abuse Calls	<input type="checkbox"/>	\$12.00	\$0.00
Handling Medical Related Issues	<input type="checkbox"/>	\$12.00	\$0.00
Handling Missing Children Calls for Dispatchers	<input type="checkbox"/>	\$12.00	\$0.00
Handling Robbery Calls	<input type="checkbox"/>	\$12.00	\$0.00
Hazmat First Responder Awareness Level 1	<input type="checkbox"/>	\$20.00	\$0.00
High Blood Pressure -- Reducing Your Risks	<input type="checkbox"/>	\$12.00	\$0.00
Inmate Correspondence	<input type="checkbox"/>	\$12.00	\$0.00
Inmate Employment	<input type="checkbox"/>	\$12.00	\$0.00
Inmate Record Keeping	<input type="checkbox"/>	\$12.00	\$0.00
Interviews and Interrogations	<input type="checkbox"/>	\$12.00	\$0.00
Introduction to Gangs	<input type="checkbox"/>	\$12.00	\$0.00
Introduction to Jail Liability	<input type="checkbox"/>	\$12.00	\$0.00
Investigating Incidents for Local Government	<input type="checkbox"/>	\$12.00	\$0.00
Investigating Methamphetamine Crimes	<input type="checkbox"/>	\$12.00	\$0.00
Jail Release Procedures	<input type="checkbox"/>	\$12.00	\$0.00
Jail Risk Management	<input type="checkbox"/>	\$12.00	\$0.00
Juvenile Corrections	<input type="checkbox"/>	\$12.00	\$0.00
K9 Operations	<input type="checkbox"/>	\$12.00	\$0.00
Keeping Your Cool	<input type="checkbox"/>	\$12.00	\$0.00
Ladder Safety	<input type="checkbox"/>	\$12.00	\$0.00
Law Enforcement Liability	<input type="checkbox"/>	\$12.00	\$0.00
Lawn Care Equipment Safety	<input type="checkbox"/>	\$12.00	\$0.00
Leadership vs. Management	<input type="checkbox"/>	\$12.00	\$0.00
Litigation Procedures	<input type="checkbox"/>	\$12.00	\$0.00
Lockout/Tagout	<input type="checkbox"/>	\$12.00	\$0.00
Managing Risk in an Aging Workforce	<input type="checkbox"/>	\$12.00	\$0.00
Managing Traffic Stops	<input type="checkbox"/>	\$12.00	\$0.00
Managing Your Healthcare	<input type="checkbox"/>	\$12.00	\$0.00
Mass Fatality Incident Response	<input type="checkbox"/>	\$12.00	\$0.00
Means of Egress	<input type="checkbox"/>	\$12.00	\$0.00
Medical Problems of Female Inmates	<input type="checkbox"/>	\$12.00	\$0.00
Meeting Management	<input type="checkbox"/>	\$12.00	\$0.00
Mental Health in Jails	<input type="checkbox"/>	\$12.00	\$0.00
Methamphetamine and Your Community	<input type="checkbox"/>	\$12.00	\$0.00
MRSA in Corrections Facilities	<input type="checkbox"/>	\$12.00	\$0.00
Nutritional Standards for Corrections	<input type="checkbox"/>	\$12.00	\$0.00
Off-Duty Conduct and Powers of Arrest	<input type="checkbox"/>	\$12.00	\$0.00
Pandemic Planning - Elements of the Plan	<input type="checkbox"/>	\$12.00	\$0.00
Pandemic Planning - The Planning Organization	<input type="checkbox"/>	\$12.00	\$0.00
Parental Responsibility and Youth Sports	<input type="checkbox"/>	\$12.00	\$0.00
Parliamentary Procedures	<input type="checkbox"/>	\$12.00	\$0.00
Patrol Procedures in Jails	<input type="checkbox"/>	\$12.00	\$0.00
Performance Management	<input type="checkbox"/>	\$12.00	\$0.00
Personal Professionalism	<input type="checkbox"/>	\$12.00	\$0.00
Personal Protective Equipment	<input type="checkbox"/>	\$12.00	\$0.00
Power Tool Safety	<input type="checkbox"/>	\$12.00	\$0.00
Presenting Effective Testimony in a Courtroom	<input type="checkbox"/>	\$12.00	\$0.00
Press Conference and Briefing Basics	<input type="checkbox"/>	\$12.00	\$0.00
Preventing Accidents in the Workplace	<input type="checkbox"/>	\$12.00	\$0.00

Preventing Slips, Trips & Falls - Local Government	<input type="checkbox"/>	\$12.00	\$0.00
Providing Effective Orientations	<input type="checkbox"/>	\$12.00	\$0.00
Public Employee Safety In the Community	<input type="checkbox"/>	\$12.00	\$0.00
Public Pools and Public Health	<input type="checkbox"/>	\$12.00	\$0.00
Racial Profiling	<input type="checkbox"/>	\$24.00	\$0.00
Racial Profiling for Missouri	<input type="checkbox"/>	\$24.00	\$0.00
Recruiting Excellent Employees	<input type="checkbox"/>	\$12.00	\$0.00
Riot Response for Corrections	<input type="checkbox"/>	\$12.00	\$0.00
Risk Management for Law Enforcement	<input type="checkbox"/>	\$12.00	\$0.00
Running an Effective Board Meeting	<input type="checkbox"/>	\$12.00	\$0.00
Safeguarding Your Community from Terrorism	<input type="checkbox"/>	\$12.00	\$0.00
School Emergencies and Law Enforcement	<input type="checkbox"/>	\$12.00	\$0.00
School Liaison Officers	<input type="checkbox"/>	\$12.00	\$0.00
Search and Seizure	<input type="checkbox"/>	\$12.00	\$0.00
Sexual Harassment Awareness for Managers	<input type="checkbox"/>	\$12.00	\$0.00
Sexual Harassment In the Workplace	<input type="checkbox"/>	\$12.00	\$0.00
Sexual Harassment Training - Harassment Awareness	<input type="checkbox"/>	\$12.00	\$0.00
Sleep and Your Health	<input type="checkbox"/>	\$12.00	\$0.00
Smoking Cessation	<input type="checkbox"/>	\$12.00	\$0.00
Snow and Ice Management	<input type="checkbox"/>	\$12.00	\$0.00
Stress and Your Health	<input type="checkbox"/>	\$12.00	\$0.00
Stress Management for Dispatchers	<input type="checkbox"/>	\$12.00	\$0.00
Suicide Awareness for Law Enforcement	<input type="checkbox"/>	\$12.00	\$0.00
Suicide Prevention	<input type="checkbox"/>	\$12.00	\$0.00
Supervising Inmates	<input type="checkbox"/>	\$12.00	\$0.00
Supervision of Inmates in Dining Areas	<input type="checkbox"/>	\$12.00	\$0.00
Supervisor Skills 101	<input type="checkbox"/>	\$12.00	\$0.00
Supervisor Skills 201	<input type="checkbox"/>	\$12.00	\$0.00
Synthetic Cathinones and Bath Salts	<input type="checkbox"/>	\$12.00	\$0.00
Texas Legislative Update 2012	<input type="checkbox"/>	\$12.00	\$0.00
The Risks of Social Media	<input type="checkbox"/>	\$12.00	\$0.00
Training for Small Communities	<input type="checkbox"/>	\$12.00	\$0.00
Transition from Peer to Supervisor	<input type="checkbox"/>	\$12.00	\$0.00
Trench Safety	<input type="checkbox"/>	\$12.00	\$0.00
TurboGrants: FireGrantsHelp - Grant Writing 101	<input type="checkbox"/>	\$0.00	\$0.00
TurboGrants: PoliceGrantsHelp - Grant Writing 101	<input type="checkbox"/>	\$0.00	\$0.00
Understanding Carpal Tunnel Syndrome	<input type="checkbox"/>	\$12.00	\$0.00
Understanding Domestic Abuse for Volunteers	<input type="checkbox"/>	\$12.00	\$0.00
Understanding Hostage Incidents	<input type="checkbox"/>	\$12.00	\$0.00
Understanding Mental Illness for Law Enforcement	<input type="checkbox"/>	\$12.00	\$0.00
Understanding Nutritional Information and Labels	<input type="checkbox"/>	\$12.00	\$0.00
Understanding Prediabetes	<input type="checkbox"/>	\$12.00	\$0.00
Understanding the Family and Medical Leave Act	<input type="checkbox"/>	\$12.00	\$0.00
Understanding the MUTCD	<input type="checkbox"/>	\$12.00	\$0.00
Understanding the MUTCD for Nebraska	<input type="checkbox"/>	\$12.00	\$0.00
Use of Force - Corrections Training	<input type="checkbox"/>	\$12.00	\$0.00
Use of Force for Law Enforcement	<input type="checkbox"/>	\$12.00	\$0.00
Using Oleoresin Capsicum	<input type="checkbox"/>	\$12.00	\$0.00
Using Your Online Training	<input type="checkbox"/>	\$0.00	\$0.00
Vehicular Pursuit	<input type="checkbox"/>	\$12.00	\$0.00

Violence in the Workplace	<input type="checkbox"/>	\$12.00	\$0.00
Volunteers Working with Children and Adolescents	<input type="checkbox"/>	\$12.00	\$0.00
Walking Your Way to Fitness	<input type="checkbox"/>	\$12.00	\$0.00
WCRP Defensive Driving - New	<input type="checkbox"/>	\$3.25	\$0.00
Work Environment Flexibility	<input type="checkbox"/>	\$12.00	\$0.00
Work Zone Safety for Local Governments	<input type="checkbox"/>	\$12.00	\$0.00
Work Zone Traffic Control 101	<input type="checkbox"/>	\$12.00	\$0.00
Work Zone Traffic Control 102	<input type="checkbox"/>	\$12.00	\$0.00
Working with Minority Communities	<input type="checkbox"/>	\$12.00	\$0.00
Workplace Bullying	<input type="checkbox"/>	\$12.00	\$0.00
Writing an Effective E-Mail	<input type="checkbox"/>	\$12.00	\$0.00
Written Communication and Reporting for Corrections	<input type="checkbox"/>	\$12.00	\$0.00
Youth Sports Injuries	<input type="checkbox"/>	\$12.00	\$0.00
Youth Violence in the Community	<input type="checkbox"/>	\$12.00	\$0.00
		<b>Total :</b>	<b>\$0.00</b>

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(applied when you checkout)

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<b><u>AGENDA ITEM</u></b>	<b><u>TYPE OF ACTION NEEDED</u></b>		
Meeting Date: <u>06/14/2016</u>	Execute Contract	<u>X</u>	Consent Agenda <u>X</u>
Subject: <u>PWC Contract</u>	Pass Resolution	<u>X</u>	Public Hearing _____
Prepared by: <u>L. Wingfield</u>	Pass Ordinance	_____	1st Discussion _____
	Pass Motion	_____	2nd Discussion _____
	Other	_____	Other _____

**BACKGROUND INFORMATION**

PricewaterhouseCoopers LLP has been providing actuarial services for Benton County for over 20 years. This actuarial review of the self-insured workers' compensation and self-insured liability program is conducted every two years. Benton County has continued to contract with PricewaterhouseCoopers LLP due to their knowledge of Benton County's self-insured programs. They also serve as the Washington Counties Risk Pool's actuary and are familiar with the Risk Pool's programs. PricewaterhouseCoopers LLP is also able to obtain the historical liability experience of Benton County from the Risk Pool.

This review serves as guide in the determination of appropriate cost and reserve levels for the workers' compensation and liability programs and establish future assessment rates for the 2017/2018 budget.

**SUMMARY**

See above.

**RECOMMENDATION**

Recommend the Board of Benton County Commissioners to sign the resolution.

**FISCAL IMPACT**

No supplement required.

Total fee is \$30,750 which was budgeted and will be paid from the Insurance Management Fund.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE AGREEMENT BETWEEN PRICEWATERHOUSECOOPERS LLP AND BENTON COUNTY TO PROVIDE AN ACTUARIAL REVIEW OF BENTON COUNTY'S SELF-INSURED WORKERS' COMPENSATION AND SELF-INSURED LIABILITY PROGRAMS.**

**WHEREAS**, per resolution 2012-677, "The County need not advertise or follow a formal competitive bidding procedure for service contracts (except for architectural, engineering, or design services), but rather the County 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**, in preparation for Benton County's 2017-2018 Biennial Budget, the Benton County Personnel Manager requested from PricewaterhouseCoopers LLP a proposal for actuarial services for Benton County's Self-Insured Workers' Compensation and Self-Insured Liability Programs; and

**WHEREAS**, the Personnel Manager received a proposal from PricewaterhouseCoopers LLP in the amount not to exceed \$30,750 including WSST; and

**WHEREAS**, the Personnel Manager reviewed the proposal and recommends award of said services to PricewaterhouseCoopers LLP; **NOW, THEREFORE**

**BE IT RESOLVED**, that the Board of Benton County Commissioners authorizes the Chairman to sign the attached agreement between PricewaterhouseCoopers LLP and Benton County for actuarial services not to exceed \$30,750 including WSST which will be in effect upon execution and will expire upon project completion and acceptance; and

**BE IT FURTHER RESOLVED**, that the Board of Benton County Commissioners authorizes the Chairman to sign the attached Agreement for Professional Services.

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

## **AGREEMENT FOR PROFESSIONAL SERVICES**

Agreement made between PricewaterhouseCoopers LLP, a Delaware for profit limited liability partnership registered to do business in the State of Washington with its principal offices at 1420 Fifth Avenue, Suite 2800, Seattle, Washington 98101-4043, hereafter referred to as "Contractor", and Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser Washington 99350, hereafter referred to as "County".

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

### Section 1.     RESPONSIBILITIES OF CONTRACTOR.

Contractor will perform the services in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants and the Actuarial Standards of Practice promulgated by the Actuarial Standards Board. Accordingly, Contractor will not provide an audit or attest opinion or other form of assurance, and Contractor will not verify or audit any information provided to Contractor. Contractor will provide an actuarial review of the County's self-insurance program for workers' compensation, the scope of this study to be as follows:

1.     Estimate Outstanding Liability. Estimate the total outstanding claim obligations, as of the December 31, 2015 reserve date, for all self-insured claims incurred on or before that date. Estimates will be made net of the County's self-insured retentions.
2.     Project Future Costs. Estimate self-insured losses to be incurred during accident years 2016 through 2018 based on estimated worker hours provided by the County.
3.     Provide a Confidence Level Analysis. Provide loss estimates at a variety of confidence levels in addition to the expected amounts.
4.     Cost Allocation. Design a self-insurance cost allocation system based on actuarial principles for 2016 through 2018 program costs. In allocating self-insurance costs, Contractor will consider ultimate loss estimates in #2 above, Department of Labor & Industries class rate relativities, and expense estimates provided by the County.
5.     Cash flow analysis. Provide estimates of future payments for calendar years 2014 through 2016.
6.     Actuarial Report. Provide a written report, which thoroughly documents methodologies and findings.
7.     Presentation. Contractor will meet with the appropriate County personnel to present report and discuss observations and findings.

Contractor will provide an actuarial study of the County's liability program as follows:

1. Estimate Outstanding Liability. Estimate the total outstanding claim obligations, as of the December 31, 2015 reserve date, for all self-insured claims incurred on or before that date. Estimates will be made net of the County's self-insured retention.
2. Project Future Costs. Estimate self-insured losses to be incurred during accident years 2016 through 2018 based on estimated worker hours provided by County.
3. Provide a Confidence Level Analysis. Provide loss estimates at a variety of confidence levels in addition to the expected amounts.
4. Cash Flow Analysis. Provide estimates of future payments for fiscal payment years 2016 through 2018.
5. Actuarial Report. Provide a written report, which thoroughly documents methodologies and findings.
6. Presentation. Contractor will meet with the appropriate County personnel to present report and discuss observations and findings.

Section 2. DATA REQUIREMENTS AND RESPONSIBILITIES OF COUNTY.

Contractor's role is advisory only. County is responsible for all management functions and decisions relating to this Agreement, including evaluating and accepting the adequacy of the scope of the services in addressing their needs. County is also responsible for the results achieved from using the deliverables under this Agreement, and it is County's responsibility to establish and maintain their own internal controls. County will designate a competent member of their management to oversee the scope of services. County will provide timely, accurate and complete information and reasonable assistance, and Contractor will perform the engagement on that basis.

A. Information which the County will provide for workers' compensation claims is as follows:

1. Claims runs prepared by the County's claims administrator as of December 31, 2015 sorted by fiscal year, department and claimant. This claims listing and the accompanying summary should include all claims for fiscal years 1994 to present. The preferred format is an Excel spreadsheet. The following information for each claim should be provided:

Claim Number  
 Claimant Name  
 Brief Description  
 Date of Loss  
 Status of Claim (Open or Closed)  
 Total Paid  
 Total Incurred

2. Annual Reports of Self-Insured Business prepared for the Department of Labor and Industries for 2014 and 2015.

3. Quarterly Reports of Self-Insured Business prepared for the Department of Labor and Industries for each quarter ending June 30, 2014 through March 31, 2016.
4. Actual 2014 and 2015 exposures (worker hours) and estimates of such for fiscal years 2016, 2017 and 2018.
5. Current investment yield.
6. Expected growth rate during 2017 and 2018.
7. Description of the County's self-insured retentions and excess insurance limits for 2014, 2015, 2016 and estimates of such for 2017 and 2018.
8. Actual 2015 self-insurance program expenses attributable to workers' compensation and estimates of such expenses for 2016, 2017 and 2018. These expenses should include: salaries, supplies, interfund services, risk management services, and benefits (benefits include industrial insurance, social security, personal retirement and medical insurance). In prior studies these expenses were taken from the County's Expenditure Status Report for Workers' Compensation.
9. From the December 31, 2015 County Treasurer's Financial Statement, the B.C. Workmans' Comp and Workmans' Comp Invest Fund balances.
10. Any additional information about the County's workers' compensation self-insurance program that you believe we may need to consider for our analysis.

B. Information which the County will provide for liability claims is as follows:

1. Actual 2014 and 2015 self-insurance program expenses attributable to liability and estimates of such expenses for 2016, 2017 and 2018.
2. Actual 2014 and 2015 exposures (# of County vehicles per year by department and worker hours per quarter by department) as well as aggregate estimates of such for years 2016, 2017 and 2018.
3. Actual 2015 self-insurance program expenses attributable to liability and estimates of such expenses for 2016, 2017 and 2018. In past years the source of these expenses has been the County's Expenditure Status Report for Insurance Management.
4. From the December 31, 2015 County Treasurer's Financial Statement, the Insurance Reserve Fund balance (for the liability report).
5. Contractor will obtain the historical liability loss experience of County from the Washington Counties Risk Pool database.

6. Any additional information regarding the County's liability self-insurance program that you believe we should be aware of for our analysis.

Section 3. DISAVOWAL OF EXTRANEOUS REPRESENTATIONS.

Each party has read and understands the whole of this Agreement and states that no representation, promise, or agreement not expressed in this Agreement has been made to induce the party to enter into it.

Section 4. SEVERABILITY CLAUSE.

If a court of competent jurisdiction holds any part, term or provision of this Agreement 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 Agreement did not contain the particular provision held to be invalid.

Section 5. VENUE AND CHOICE OF LAW CLAUSE.

Any disputes that arise between the parties that are not resolved by mutual agreement shall be resolved by arbitration. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("Rules") then in effect. The arbitration will be conducted before a panel of three arbitrators selected using the screened process provided in the Rules. The arbitration panel, and not any federal, state or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this agreement. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award damages inconsistent with the Limitation on Liability provisions below or any other terms in this Agreement. Judgment on any arbitration award may be entered in any court having jurisdiction. All aspects of the arbitration shall be treated as confidential. You accept and acknowledge that any demand for arbitration arising from or in connection with the Services must be issued within one year from the date you became aware or should reasonably have become aware of the facts that give rise to our alleged liability and in any event no later than two years after the cause of action accrued.

This Agreement and any dispute between the parties whether in contract, tort or otherwise will be governed by and construed, interpreted and enforced in accordance with the laws of the State of Washington, without giving effect to any choice of law principles or provisions relating to conflict of laws that require the laws of another jurisdiction to apply. Any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington

Section 6. INDEPENDENT CONTRACTOR.

The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent. 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

Agreement. Within the performance of these duties they shall work under the direction of the County's Personnel Manager.

The Contractor acknowledges that the entire compensation for this Agreement is set forth in Section [9] of this Agreement, 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.

The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives in their performance of Services under this Agreement. 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.

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 Agreement.

The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the County's Personnel Manager or designee.

Section 7. BINDING EFFECT.

The covenants and conditions contained in this Agreement shall apply to and bind the parties, heirs, legal representatives and assigns of the parties.

Section 8. NON-DISCRIMINATION CLAUSE.

Contractor agrees not to discriminate against any employee or applicant for employment to be used in the performance of the obligations of Contractor under this Agreement, on the basis of race, color, religion, national origin, ancestry, sex or age. Violation of this provision, at the option of the County, may be treated as a breach of this Agreement.

Section 9. COST.

County shall pay Contractor the amount of \$30,750 for full performance of the services set forth herein. This amount includes all expenses associated with this Agreement incurred by Contractor including but not limited to computer usage, telephone, reproduction, postage and travel.

Contractor shall submit an invoice describing the services rendered with a breakdown of work completed as authorized under this Agreement and County shall promptly submit payment to Contractor for such services within 45 days of receipt of invoice.

The passage of ten (10) working days from the date when a Deliverable (as defined in Section 17 below) is provided to the County without receipt by Contractor of notice of non-acceptance by the County, or use by the County of a Deliverable will constitute final acceptance by the County.

Section 10. DURATION.

The term of this Agreement shall begin immediately upon execution by both parties and shall expire December 31, 2016. The Contractor agrees to complete all provisions in Section 1 and to provide the preliminary report within four weeks after all data requirements listed in Section 2 have been delivered by County to Contractor. At Contractor's sole discretion, draft results may be available earlier. The Contractor agrees to provide a final report within two weeks of acceptance of the preliminary report by the Personnel Manager.

Section 11. ASSIGNMENT.

The Contractor shall perform the terms of this Agreement using only its bona fide employees, agents, or contractors, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County. No party to this Agreement may assign or transfer this Agreement, or any rights, benefits, obligations, claims or proceeds from claims arising hereunder, without the prior written consent of the other party, and any assignment without such consent shall be void and invalid.

Section 12. INTEGRATION CLAUSE.

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous understandings, proposals, communications, representations, or agreements, either verbal or written, between the parties with respect to the services.

Section 13. INSURANCE.

- A. Professional Indemnity Insurance: Prior to the start of work under this Agreement, the Contractor shall secure and maintain at its own expense Professional Indemnity 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.

The coverage shall apply to liability for professional error, act or omission arising out of the scope of the Contractor's services defined in this Agreement. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement. Contractor is required to maintain claims made under professional liability insurance for a minimum of 24 months after the effective date of termination or completion of this Agreement. 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 Agreement, workers compensation coverage shall be provided for all employees of Contractor. Coverage shall include bodily injury (including death) by accident or disease, which arises

out of or in connection with the performance of this Agreement. Contractor shall submit a copy of its certificate of coverage from the 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. Waiver of subrogation shall be mutual.

- C. Commercial General Liability and Employers Liability Insurance: Prior to the start of work under this Agreement, Contractor shall maintain commercial general liability coverage (ISO policy form of 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 Agreement by Contractor or by anyone directly employed by. 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 shall name the County as an Additional Insured and Contractor's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the County, solely with regards to Contractor's actions in the performance of this Agreement.

Contractor's commercial general liability policy shall provide severability of interest, 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 names insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

Contractor shall also provide 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. Business Automobile Liability: The Contractor shall maintain, during the life of this Agreement, Business Automobile Liability Insurance (ISO Form or equivalent) covering any non-owned and hired auto in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Third Party Property Damage to protect Contractor from claims which may arise from the performance of this Agreement, whether such operations be by the Contractor or by anyone directly employed by the Contractor.

- E. Other Insurance Provisions:

- a. The Contractor's Commercial General Liability Insurance shall be primary with respect to any insurance or self-insurance programs covering the County, solely

with regards to Contractor's actions in the performance of this Agreement. 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.

- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County.
- c. The Contractor's Commercial General Liability Insurance shall apply separately to each insured against whom claim is made or suit is brought, excepted with respect to the limits of the insurer's liability.
- d. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- e. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates and blanket endorsements expiring before completion of services shall be replaced within thirty (30) days of expiration. All liability insurance required under this Agreement, except for professional liability under Section [13(A)], shall be written on an Occurrence Policy form.
- f. Contractor hereby agrees to waive subrogation with respect to each insurance policy maintained under this Agreement, with the exception of professional indemnity. Waiver of subrogation shall be mutual.
- g. 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 Agreement 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 284-15 WAC.

All insurance to be maintained by the Contractor, other than Professional Liability, Business Auto Liability, and Workers Compensation, shall include the County as an "Additional Insured" by way of blanket endorsement and Contractor shall endeavor to provide thirty (30) days written prior notice to the County in the event of cancellation.

Certificates of Liability Insurance, with blanket endorsements attached, are to be provided to the Benton County Risk Manager.

All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Benton County Risk Manager.

Section 14. WRITTEN MODIFICATIONS AS NECESSARY.

No amendment or modification shall be made to this Agreement, unless set forth in a written Agreement Amendment signed by both parties. Work under an Agreement Amendment shall not proceed until the Agreement Amendment is duly executed by the County.

Section 15. DEFAULT.

The failure of any party to perform or observe any of the material terms of this Agreement shall be deemed a default under this Agreement. In the event of such a default, the party claiming default must provide notice and an opportunity to cure within twenty (20) days. In the event that the defaulting party fails to cure within the twenty (20) day period, then either party may thereafter terminate this Agreement. In the event of a termination, the County shall pay to Contractor all amounts due to the time of termination in accordance with the terms of the Agreement.

Neither party shall be liable to the other for any delay or failure to perform any of the Services or obligations in this Agreement due to causes beyond its reasonable control.

Section 16. TERMINATION.

This Agreement may be terminated by either party for convenience upon ten (10) days written notice. Consultant may suspend or terminate its performance under the Agreement if it is required to do so to comply with applicable law, regulation or professional independence rules; such suspension or termination shall be effective upon receipt of written notice by County.

Upon such termination, the County will be entitled to reports showing the status of all matters upon which Contractor is advising the County as of the effective date of the termination, and all such reports shall be the sole property of the County, County shall pay to the Contractor all amounts due up to the date of termination in accordance with the terms of this Agreement.

Section 17. OWNERSHIP AND USE OF DELIVERABLES.

“Deliverables” shall mean all information and materials developed by Contractor under this Agreement specifically for County, and submitted to County, including oral or written reports or other project outputs. The County shall own all Deliverables, except as follows Contractor shall own its working papers, preexisting materials and any general skills, know-how, processes, or other intellectual property (including a non-client specific version of any deliverables) which Contractor may have discovered or created as a result of the services provided to County pursuant to this Agreement.

Contractor may prepare some Deliverables in conjunction with Client that will be intended to be treated solely as Client’s, and will not be represented as having been prepared by Contractor. Client will review such Deliverables, revise them as Client deems appropriate, approve them prior to Client’s use and Client will take full responsibility for their content.

Contractor is providing the services and Deliverables solely for Client's internal use and benefit pursuant to a client relationship exclusively with Client, and not for a third party's use, benefit or reliance, and Contractor disclaims any contractual or other responsibility or duty of care to others. Client may disclose Deliverables or discuss information relating to Services with third party professional advisors including subcontractors with a need to know such information to provide advice or services to Client and which are subject to obligations of confidentiality although Contractor disclaims any duties or liabilities to such advisors. Except as provided otherwise in this Agreement and by law, Client agrees it will not disclose or make reference to Contractor, the Deliverables or Services to other third parties without the prior written consent of Contractor. Third party professional advisors do not include any parties that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities in connection with any transaction that is the subject of the services or any parties which have or may obtain a financial interest in Client or an anticipated transaction.

The parties agree that written and electronic records submitted to County as part of Deliverables may be "public records" within the meaning provided by RCW 42.56 et.seq. and Contractor agrees to follow the procedures set forth within Section 21 of this Agreement.

Section 18. NOTICES.

Notices concerning this agreement shall be sent to the following parties:

Kevin Wick, Managing Director  
PricewaterhouseCoopers LLP  
1420 5<sup>th</sup> Ave. Suite 2800  
Seattle, WA 98101-4043  
Tel.: (206) 398-3518

Lexi Wingfield, Personnel Manager  
Benton County  
7122 West Okanogan Place, Bldg. A  
Kennewick, WA 99336

Section 19. SURVIVABILITY.

All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive.

Section 20. 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 23 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 reasonable directions therein regarding

“holding” such records whether or not such written notice is received at a time when an Agreement between Contractor and the County is in force. Provided Contractor receives such notice within six (6) years after termination or expiration of this Agreement such directions may include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out below in Section 22.

Section 21. 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 County records 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, 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 the 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. County will promptly notify Contractor 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 it so desires. Unless otherwise required by the Public Records Act, County agrees not to provide Contractor’s Deliverables to third parties or give assurance to others based upon the services provided in violation of Section 17.

Section 22. CONFIDENTIALITY.

"Confidential Information" means non-public information that a party marks as "confidential" or "proprietary". Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from a non-party to this Agreement. Other than as allowed under this Agreement and under the Public Records Act, each party shall maintain the confidentiality of all Confidential Information it receives from the other party and, neither party will use or disclose any Confidential Information of the other party for any purpose other than to perform under this Agreement or as required by applicable law, statute, rule, court order, regulation or professional standard, without the other party's prior consent. If disclosure is required by law, statute, rule regulation, court order (including any subpoena or other similar form of process), or by professional standards, the party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other party with prior prompt written notice thereof and, if practicable under the circumstances, allow the other party to seek a restraining order or other appropriate relief.

Section 23. INSPECTION OF BOOKS AND RECORDS.

The County may, upon reasonable notice, inspect the timesheets and expense reports and other written or electronic records, which directly support Contractor's invoices provided under this Agreement. The County's right to inspection shall survive termination of this Agreement. The County agrees to perform such examination during Contractor's normal business hours and in a nondisruptive manner. The Contractor shall keep all records required by this Agreement for six (6) years after termination of this Agreement.

Section 24. LIMITATION OF LIABILITY.

Except to the extent finally determined to have resulted from Contractor's gross negligence or intentional misconduct, Contractor's aggregate liability to pay damages for any losses incurred by the County as a result of breach of Agreement, negligence or other tort committed by Contractor, regardless of the theory of liability asserted, is limited in the aggregate to no more than two and one-half times the total amount of fees paid to Contractor under this Agreement. In addition, Contractor will not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, Contractor shall have no liability to County arising from or relating to third-party hardware, software, information or materials selected or supplied by the County.

Contractor is the U.S. firm of the global network of separate and independent PricewaterhouseCoopers firms (exclusive of Contractor, the "Other PwC Firms"). During its performance of the Services, Contractor may, in its discretion, draw on the resources of and subcontract to its subsidiaries, the Other PwC Firms and/or third party subcontractors (each a "PwC Subcontractor"), in each case within or outside of the United States. County agrees that Contractor may provide information Contractor receives in connection with this Agreement to each PwC Subcontractor to perform the Services and/or for internal administrative and regulatory compliance purposes. Contractor will be solely responsible for the provision of the Services (including those performed by the PwC Subcontractors), and the PwC Subcontractors, their and Contractor's respective partners, principals or employees (collectively the "Beneficiaries") shall have no liability or obligations arising out of this Agreement. County agrees to: (a) bring any claim or other legal proceeding of any nature arising from the Services against Contractor and not against the Beneficiaries; and (b) ensure or procure that County's consolidated subsidiaries or affiliates receiving services under this Agreement who County binds to this Agreement by its signature ("County's Subsidiaries") do not assert any such claim or other legal proceeding against Contractor or the Beneficiaries. If any of County's Subsidiaries receive Services under this Agreement, County agrees to provide a copy of this agreement to such Subsidiaries, and County will notify them that although PwC Subcontractors may interact with them, the delivery of the Services is governed by the terms of this agreement (including the liability limitations herein), and County's Subsidiaries should notify County of any disputes or potential claims arising from the Services. Contractor disclaims any contractual or other responsibility or duty of care to any other subsidiaries or affiliates. While Contractor is entering into this Agreement on its own behalf, this section also is intended for the benefit of each PwC Subcontractor.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective upon execution by both parties.

PricewaterhouseCoopers LLP

BENTON COUNTY, WASHINGTON



\_\_\_\_\_  
Kevin L. Wick, FCAS, MAAA  
Managing Director

\_\_\_\_\_  
Shon Small, Chairman,  
Benton County Board of Commissioners

Date June 1, 2016

Date \_\_\_\_\_



\_\_\_\_\_  
Brian A. Jones, FCAS, MAAA  
Principal

Date June 1, 2016

Approved as to Form:



\_\_\_\_\_  
Deputy Prosecuting Attorney

Date 6/2/16

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF RESCINDING RESOLUTION 2016-450, ESTABLISHING AN ADULT DRUG COURT COORDINATOR CLASSIFICATION DESCRIPTION AND SALARY GRADE.

**WHEREAS**, Resolution 2016-450 established an Adult Drug Court Coordinator classification description and its placement on the Bi-County Non-Bargaining salary schedule; and

**WHEREAS**, since the Adult Drug Court Coordinator will be a bi-county position, a joint resolution will be put forward to establish the position; **NOW, THEREFORE**,

**BE IT RESOLVED**, the Board of Benton County Commissioners rescind Resolution 2016-450.

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

**RESOLUTION**

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

**IN THE MATTER OF APPROVING AMENDMENT NO. 1 TO THE PUBLIC WORKS CONTRACT WITH SOLID STRUCTURES FOR THE CONSTRUCTION OF THREE STORAGE SHEDS; AMENDING RESOLUTION 2015-922**

**WHEREAS**, per Resolution 2015-922 dated December 22, 2015 the Board of Benton County Commissioners entered into a Public Works Contract for the construction of three storage sheds with Solid Structures LLC, Spokane, Washington; and

**WHEREAS**, an estimate was given for the Building Permit fees but stated that the cost of the permit could be more or less and Benton County would be charged accordingly; and

**WHEREAS**, the price of the post concrete was estimated and the actual concrete used at one storage shed was over the estimate; and

**WHEREAS**, a Contract Amendment is necessary to increase the amount of the contract; **NOW, THEREFORE,**

**BE IT RESOLVED** the Board of Benton County Commissioners hereby concurs with the attached Amendment No. 1 to the Public Works Contract with Solid Structures LLC, increasing the amount to be paid for the construction of three storage sheds from \$79,735.00 excluding W.S.S.T. to \$81,878.30 excluding W.S.S.T. for a total contract amount not to exceed \$81,878.30 excluding W.S.S.T.; and

**BE IT FURTHER RESOLVED** the Board of Benton County Commissioners hereby authorizes the Chairman of the Board to sign Amendment No. 1 to the Public Works Contract; and

**BE IT FURTHER RESOLVED** all other terms and conditions of said Public Works Contract will remain the same.

Dated this 14th day of June 2016.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman Pro-Tem

\_\_\_\_\_  
Member

Attest: \_\_\_\_\_  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

PUBLIC WORKS CONTRACT  
 FINLEY PIT AND WISER PARKWAY STORAGE SHEDS  
 CONTRACT AMENDMENT NO. 1

On December 22, 2015 Benton County and Solid Structures LLC, as the Contractor, entered into a Public Works Contract for providing storage sheds at the Finley Pit and at the Wisser Parkway property.

The first sentence of Item 5.b. Compensation states "The total amount payable by the COUNTY to the CONTRACTOR under this contract is not to exceed \$79,735.00 (Seventy nine thousand seven hundred thirty five dollars) excluding W.S.S.T."

The Contract states any dollar amount above the maximum will only be approved with an amendment to the contract.

The Scope of Work states the price includes a Building Permit allowance, the permit could be more or less and Benton County would be charged accordingly. The estimated and actual Building Permit fees are as follows:

	<u>Estimated</u>	<u>Actual</u>	<u>Additional</u>
Finley Pit Shed #1	\$650.00	\$1,598.40	\$ 948.40
Finley Pit Shed #2	\$450.00	\$ 534.15	\$ 84.15
Wisser Parkway Shed #3	\$450.00	\$ 946.65	<u>\$ 496.65</u>
Total Additional Building Permit Fees			<u>\$1,529.20</u>

The Scope of Work also states the price includes a post concrete allowance. More post concrete may be required if the soil is sandy or rocky and a clean post hole cannot be bored. On Finley Pit Shed #1 the concrete was estimated at 10 yards. The actual concrete required was 16 yards at an additional cost of \$614.10.

Therefore, the first sentence in Item 5.b Compensation will now state "The total amount payable by the COUNTY to the CONTRACTOR under this contract is not to exceed \$81,878.30 (Eighty one thousand eight hundred seventy eight dollars and 30 cents) excluding W.S.S.T."

All other terms and conditions of the Public Works Contract will remain the same.

IN WITNESS WHEREOF, the said Contractor has executed this Amendment, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County.

CONTRACTOR:

Solid Structures LLC

by: \_\_\_\_\_

Title: Bookkeeper

Date: 10/7/16

COUNTY OF BENTON:

by: \_\_\_\_\_

Chairman, Board of Benton County  
 Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
 Clerk of the Board

APPROVED AS TO FORM

Matt  
 \_\_\_\_\_  
 Deputy Prosecuting Attorney

**RESOLUTION**

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

**IN THE MATTER OF COUNTY ROADS RE: AWARDING CE 1992 CRP – PROSSER TO GRANDVIEW PEDESTRIAN & BICYCLE PATHWAY IMPROVEMENTS TO GRADE WORX LLC, GOLDENDALE, WA**

**WHEREAS**, by Resolution 2016-386 dated May 10, 2016, the County Engineer was authorized to schedule a bid call for CE 1992 CRP – Prosser to Grandview Pedestrian & Bicycle Pathway Improvements; and

**WHEREAS**, bids were received and opened on June 1, 2016; and

**WHEREAS**, two bids were received and are as set forth on the attached tabulation

GRADE WORX LLC Goldendale, Washington	\$79,310.16
ALLSTAR CONSTRUCTION GROUP, INC. Richland, Washington	\$87,073.33

**WHEREAS**, the County Engineer recommends award of the bid to Grade Worx LLC, Goldendale, Washington – GRADEW\*841D3 as the lowest bidder; **NOW, THEREFORE,**

**BE IT RESOLVED** the Board of County Commissioners concurs with the County Engineer’s recommendation and awards the bid for CE 1992 CRP – Prosser to Grandview Pedestrian & Bicycle Pathway Improvements to Grade Worx LLC, Goldendale, Washington in the amount of \$79,310.16; and

**BE IT FURTHER RESOLVED** the Board of Benton County Commissioners direct staff to prepare a contract for CE 1992 CRP – Prosser to Grandview Pedestrian & Bicycle Pathway Improvements with Grade Worx LLC to be brought back to the Board for approval at a later date.

Dated this 14th day of June, 2016.

\_\_\_\_\_  
Chairman.

\_\_\_\_\_  
Chairman Pro-Tem.

Attest: \_\_\_\_\_  
Clerk of the Board

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

<b>PROJECT: CE 1992 CRP - PROSSER TO GRANDVIEW PATHWAY</b>				<b>GRADE WORX LLC</b>		<b>ALLSTAR CONSTRUCTION</b>		<b>ENGINEER'S</b>	
LOCATION: BENTON COUNTY				P.O.Box 635		GROUP, INC.		ESTIMATE	
LET BY: BOARD OF COUNTY COMMISSIONERS				Goldendale, WA 98620		2546 Van Giesen Street			
DATE: June 1, 2016; 2:00 p.m., Local Time						Richland, WA 99354			
ITEM NO	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	MOBILIZATION	L.S.	L.S.	Lump Sum	10,137.50	Lump Sum	4,519.00	Lump Sum	5,000.00
2	CLEARING AND GRUBBING	L.S.	L.S.	Lump Sum	500.00	Lump Sum	7,675.00	Lump Sum	2,000.00
3	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	L.S.	Lump Sum	1,610.00	Lump Sum	2,509.00	Lump Sum	1,500.00
4	EXCAVATION INCLUDING HAUL	4,900	C.Y.	5.89	28,861.00	3.22	15,778.00	9.00	44,100.00
5	EMBANKMENT COMPACTION	2,960	C.Y.	0.49	1,450.40	4.37	12,935.20	2.50	7,400.00
6	PLAIN ST. CULV. PIPE 0.064 INCH TH. 18 INCH DIAM.	32	L.F.	58.28	1,864.96	70.00	2,240.00	34.25	1,096.00
7	CRUSHED SURFACING TOP COURSE AGGREGATE	320	TON	30.99	9,916.80	36.02	11,526.40	22.00	7,040.00
8	COMPLIANCE PRICE ADJUSTMENT	CALC.	DOL.	CALC.	1.00	CALC.	1.00	CALC.	1.00
9	ESC LEAD	4	DAY	400.00	1,600.00	411.00	1,644.00	50.00	200.00
10	SEEDING, FERTILIZING, AND MULCHING	5	ACRE	3,664.00	18,320.00	3,404.00	17,020.00	1,300.00	6,500.00
11	PROJECT TEMPORARY TRAFFIC CONTROL STRUCTURE EXCAVATION CLASS B	L.S.	L.S.	Lump Sum	891.00	Lump Sum	2,319.00	Lump Sum	2,000.00
12	INCLUDING HAUL GRAVEL BACKFILL	8	C.Y.	27.50	220.00	6.66	53.28	15.00	120.00
13	FOR PIPE ZONE BEDDING	5	C.Y.	56.50	282.50	35.89	179.45	25.00	125.00
14	FURNISH AND PLACE BENCH	1	EA.	1,735.00	1,735.00	2,648.00	2,648.00	2,000.00	2,000.00
15	ROCK FOR ROCK BARRIER	10	EA.	47.00	470.00	193.00	1,930.00	100.00	1,000.00
16	TRIMMING AND CLEANUP	L.S.	L.S.	Lump Sum	500.00	Lump Sum	2,805.00	Lump Sum	1,000.00
17	SPCC PLAN	L.S.	L.S.	Lump Sum	500.00	Lump Sum	250.00	Lump Sum	500.00
18	REMOVING TEMPORARY DETOUR	L.S.	L.S.	Lump Sum	450.00	Lump Sum	1,041.00	Lump Sum	200.00
<b>TOTAL BID</b>				<b>\$79,310.16</b>		<b>\$87,073.33</b>		<b>\$81,782.00</b>	

ASSURANCE OF NON-DISCRIMINATION

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

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

DATED this 31 day of May, 2016.

FIRM NAME: Grade Worx

ADDRESS: PO Box 635  
Goldendale, WA 98620

TELEPHONE: 509-772-2668

SIGNATURE OF AUTHORIZED OFFICIAL(S)

  
Signature

Cody Slater Manager  
Print Name and Title

  
Signature

Bill Lancaster Operations Manager  
Print Name and Title

## PROPOSAL

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

Gentlemen:

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

(NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only.)

ITEM NO.	APPROX. QUANTITY	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts	Dollars	Cts
<b>PREPARATION</b>							
1	LUMP SUM	L.S.	MOBILIZATION	10,137	50	10,137	50
2	LUMP SUM	L.S.	CLEARING AND GRUBBING	500	00	500	00
3	LUMP SUM	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1,610	00	1,610	00
<b>GRADING</b>							
4	4,900	C.Y.	EXCAVATION INCLUDING HAUL	5	89	28,861	00
5	2,960	C.Y.	EMBANKMENT COMPACTION	00	49	1,450	40
<b>DRAINAGE</b>							
6	32	L.F.	PLAIN ST. CULV. PIPE 0.064 IN. TH. 18 INCH DIAM.	58	28	1,864	96
<b>SURFACING</b>							
7	320	TON	CRUSHED SURFACING TOP COURSE	30	99	9,916	80
8	CALC.	DOL	AGGREGATE COMPLIANCE PRICE ADJUSTMENT	CALC.		\$1	00

ITEM NO.	APPROX. QUANTITY	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts	Dollars	Cts
<b>EROSION CONTROL AND PLANTING</b>							
9	4	DAY	ESC LEAD	400	00	1,600	00
10	5	ACRE	SEEDING, FERTILIZING, AND MULCHING	3,664	00	18,320	00
<b>TRAFFIC</b>							
11	LUMP SUM	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	891	00	891	00
<b>OTHER</b>							
12	8	C.Y.	STRUCTURE EXCAVATION CLASS B INCL. HAUL	27	50	220	00
13	5	C.Y.	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	56	50	282	50
14	1	EA.	FURNISH AND PLACE BENCH	1,735	00	1,735	00
15	10	EA.	ROCK FOR ROCK BARRIER	47	00	470	00
16	LUMP SUM	L.S.	TRIMMING AND CLEANUP	500	00	500	00
17	LUMP SUM	L.S.	SPCC PLAN	500	00	500	00
18	LUMP SUM	L.S.	REMOVING TEMPORARY DETOUR	450	00	450	00
<b>TOTAL BID</b>						<b>79,310</b>	<b>16</b>

PROPOSAL  
(Cont.)

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cash \_\_\_\_\_ In the Amount of \_\_\_\_\_  
Cashier's Check \_\_\_\_\_  
Certified Check \_\_\_\_\_ (\$ \_\_\_\_\_) Payable to the  
Proposal Bond X \_\_\_\_\_ County Treasurer of Benton County, Washington.

In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s) \_\_\_\_\_, \_\_\_\_\_, & \_\_\_\_\_.

CONTRACTOR'S REGISTRATION  
NO. GRADEIN \*84103

FIRM NAME Grade Worx, LLC

Cody Slater  
SIGNATURE OF AUTHORIZED OFFICIAL

Cody Slater Manager  
(PRINT NAME AND TITLE)

Bill Lancaster  
SIGNATURE OF AUTHORIZED OFFICIAL

Bill Lancaster Operations Manager  
(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this 31 day of May, 2011.

ADDRESS OF BIDDER: PO Box 635 Goldendale, WA 98620

PRINCIPAL PLACE OF BUSINESS: 819 W Railroad Goldendale WA

TELEPHONE NO.: (509) 772-2668 FAX NO.: (509) 319-2508

EMAIL ADDRESS OF BIDDER: Cody@gradeworx LLC.com

NOTE: (1) This proposal form is not transferable and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

ASSURANCE OF NON-DISCRIMINATION

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

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

DATED this 1 day of June, 2016.

FIRM NAME: Allstar Construction Group, Inc.

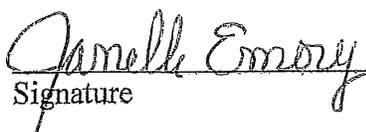
ADDRESS: 2546 Van Giesen Street  
Richland, WA 99354

TELEPHONE: 509-943-9825

SIGNATURE OF AUTHORIZED OFFICIAL(S)

  
\_\_\_\_\_  
Signature

Bruce Emory - President  
Print Name and Title

  
\_\_\_\_\_  
Signature

Janelle Emory - Sec/Treasurer  
Print Name and Title

## PROPOSAL

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

Gentlemen:

The undersigned hereby certifies that the undersigned has examined the location of the public works project outlined in these attached special provisions, specifications, and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices: (NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only.)

ITEM NO.	APPROX. QUANTITY	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts	Dollars	Cts
<b>PREPARATION</b>							
1	LUMP SUM	L.S.	MOBILIZATION	4519	00	4519	00
2	LUMP SUM	L.S.	CLEARING AND GRUBBING	7675	00	7675	00
3	LUMP SUM	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	2509	00	2509	00
<b>GRADING</b>							
						15,778	00
4	4,900	C.Y.	EXCAVATION INCLUDING HAUL	3	22	<del>15788</del>	00
5	2,960	C.Y.	EMBANKMENT COMPACTION	4	37	12935	20
<b>DRAINAGE</b>							
6	32	L.F.	PLAIN ST. CULV. PIPE 0.064 IN. TH. 18 INCH DIAM.	70	00	2240	00
<b>SURFACING</b>							
7	320	TON	CRUSHED SURFACING TOP COURSE	36	02	11526	40
8	CALC.	DOL	AGGREGATE COMPLIANCE PRICE ADJUSTMENT	CALC.		\$1	00

ITEM NO.	APPROX. QUANTITY	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts	Dollars	Cts
<b>EROSION CONTROL AND PLANTING</b>							
9	4	DAY	ESC LEAD	411	00	1644	00
10	5	ACRE	SEEDING, FERTILIZING, AND MULCHING	3404	00	17020	00
<b>TRAFFIC</b>							
11	LUMP SUM	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	2319	00	2319	00
<b>OTHER</b>							
12	8	C.Y.	STRUCTURE EXCAVATION CLASS B INCL. HAUL	6	66	53	28
13	5	C.Y.	GRAVEL BACKFILL FOR PIPE ZONE BEDDING	35	89	179	45
14	1	EA.	FURNISH AND PLACE BENCH	2648	00	2648	00
15	10	EA.	ROCK FOR ROCK BARRIER	193	00	1930	00
16	LUMP SUM	L.S.	TRIMMING AND CLEANUP	2805	00	2805	00
17	LUMP SUM	L.S.	SPCC PLAN	250	00	250	00
18	LUMP SUM	L.S.	REMOVING TEMPORARY DETOUR	1041	00	1041	00
<b>TOTAL BID</b>						<b>86850</b>	<b>33</b>

87,073.33 *plc*

*AS 6-1-16*

PROPOSAL  
(Cont.)

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cash \_\_\_\_\_ In the Amount of \_\_\_\_\_  
Cashier's Check \_\_\_\_\_  
Certified Check \_\_\_\_\_ (\$ \_\_\_\_\_) Payable to the  
Proposal Bond   X   \_\_\_\_\_ County Treasurer of Benton County, Washington.

In the amount of 5% of the Bid.

Receipt is hereby acknowledged of Addendum No(s). \_\_\_\_\_, \_\_\_\_\_, & \_\_\_\_\_.

CONTRACTOR'S REGISTRATION  
NO. ALLSTCG902MZ

FIRM NAME Allstar Construction  
Group, Inc.

  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

Bruce Emory - President  
\_\_\_\_\_  
(PRINT NAME AND TITLE)

  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

Janelle Emory - Sec/Treasurer  
\_\_\_\_\_  
(PRINT NAME AND TITLE)

PROPOSAL MUST BE SIGNED

DATED this   1   day of   June  , 20  16  .

ADDRESS OF BIDDER: 2546 Van Giesen Street, Richland, WA 99354

PRINCIPAL PLACE OF BUSINESS: 2546 Van Giesen Street, Richland, WA 99354

TELEPHONE NO.: (509) 943-9825 FAX NO.: (509) 946-8046

EMAIL ADDRESS OF BIDDER: bruce@allstarcgi.com

NOTE: (1) This proposal form is not transferable and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.

(2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

**EXHIBIT LIST FOR  
COMPREHENSIVE PLAN AMENDMENT - CPA 2016-001**

<b>Planning Commission Application Exhibit List</b>			<b>DATED</b>
<b>PCR 1</b> Includes:	PCR 1.1	Application & Maps	November 30, 2015
	PCR 1.2	Environmental Checklist	Novmeber 30, 2015
<b>Planning Commission Staff Memo Exhibit List - (4-12-16 Cancelled) 5-10-16</b>			
<b>PCM 1</b> Includes:	PCM 1.1	Staff Memo	February 17, 2016
	PCM 1.2	Comprehensive Plan Land Use Map 4.0	July 21, 2015
	PCM 1.3	Comprehensive Plan Land Use Map 4.6	July 21, 2015
	PCM 1.4	CPA 2016-001 1998 Aerial site Map	February 16, 2016
	PCM 1.5	CPA 2016-001 2004 Aerial Site Map	February 16, 2016
	PCM 1.6	CPA 2016-001 2012 Aerial site Map	February 16, 2016
	PCM 1.7	CPA 2016-001 Comprehensive Plan Site Map	February 16, 2016
	PCM 1.8	CPA 2016-001 Zoning Designation Site Map	February 16, 2016
	PCM 1.9	Determination of Non-Significance	February 17, 2016
	PCM 1.10	Countywide Planning Policies, Item 4-2 Ch. 4 Appendix of the Benton County Comprehensive Plan as revised	July 21, 2015
	PCM 1.11	Notice of Public Hearing	March 25, 2016
	PCM 1.12	2016 Comp. Plan Amendment Docket	January 26, 2016
	PCM 1.13	Comments from Fire District #1	February 18, 2016
<b>Planning Commission Hearing Exhibit List - 5-10-16</b>			
<b>PCH</b> Includes:	PCH 1.1	Email from JA Steffans	April 11, 2016
	PCH 1.2	Letter from Peggy Loran	April 11, 2026
<b>Board of County Commissioners Staff Memo Exhibit List - June 14, 2016</b>			
<b>BCCM</b> Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	June 7, 2016
	BCCM 1.2	Draft Resolution	June 14, 2016
	BCCM 1.3	Planning Commission Decision	May 12, 2016
	BCCM 1.4	Board of County Commissioners Hearing Notice	May 25, 2016
<b>Board of County Commissioners Staff Memo Exhibit List - June 14, 2016</b>			
<b>BCCH</b> Includes:	BCCH 1.1		
	BCCH 1.2		
	BCCH 1.3		
	BCCH 1.4		

**The Exhibit Numbers are usually found in the Top Right Hand Corner of each document.**  
**PCR = Planning Commission Record Exhibits**  
**PCM = Planning Commission Memo Exhibits**  
**PCH = Planning Commission Exhibits submitted during Hearing**  
**BCCM = Board of County Commissioners Memo Exhibits**  
**BCCH = Board of County Commissioners Hearing Exhibits submitted during Hearing**

<p><b>AGENDA ITEM:</b>  <b>MTG. DATE:</b> June 14, 2016  <b>SUBJECT:</b> Comprehensive Plan Amendment CPA 2016-001  <b>Memo Date:</b> June 7, 2016  <b>Prepared By:</b> R.J. Lott  <b>Checked By:</b> Michael Shuttleworth</p>	<p><b><u>TYPE OF ACTION NEEDED</u></b>  Execute Contract  Pass Resolution X  Pass Ordinance  Pass Motion X  Other</p>	<p>Consent Agenda  Public Hearing X  Discussion  2nd Discussion  Other</p>
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**BACKGROUND INFORMATION**

The applicant, Kennewick Game Farm LLC, is requesting an amendment to Benton County Comprehensive Plan to change the Land Use Designation of a 40 acre parcel from "Rural Lands 5 Acres" to "Heavy Industrial". The parcel is located in the Southeast Quarter of Section 23, Township 8 North, Range 30 East, at 228812 E. Game Farm Road, Kennewick.

The Planning Commission held its hearing regarding the Benton County Comprehensive Plan amendment CPA 2016-001 on May 10, 2016, and after hearing public testimony, discussion and consideration, voted to recommend approval of Comprehensive Plan Amendment.

The information presented to the Planning Commission and the Planning Commission recommendation is being forwarded to the Board of County Commissioners for final decision. Per BCC 16.14.080(c) an open record hearing has been scheduled for June 14, 2016, before the Board to take final testimony and action on CPA 2016-001.

**SUMMARY**

Kennewick Game Farm LLC is requesting an amendment to the Benton County Comprehensive Plan to change the land use designation of a 40 acre parcel from "Rural Lands 5 Acres" to "Heavy Industrial". The Planning Commission recommendation for CPA 2016-001 is being forwarded to the Board of County Commissioners. The Board of County Commissioners will conduct an open record hearing for the application on June 14, 2016.

**RECOMMENDATION**

The Planning Commission is recommending that the Board of County Commissioners approve CPA 2016-001 to change the land use designation for Parcel # 1-2380-400-0006-000, a 40 acre parcel from "Rural Lands 5 Acres" to "Heavy Industrial".

**MOTION**

I move that Comprehensive Plan Amendment Application # CPA 2016-001 be approved changing Land Use Maps 4.0 and 4.6 from Rural Lands 5 to Heavy Industrial and that the Board adopt the Planning Commission's findings of fact and conclusions as our own.

## RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON  
IN THE MATTER OF COUNTY PLANNING RE: AN AMENDMENT TO THE BENTON COUNTY COMPREHENSIVE PLAN CHAPTER 4-LAND USE, MAPS 4.0 AND 4.6, FILE NO. CPA 2016-001, APPLICANT: KENNEWICK GAME FARM LLC.

WHEREAS, on June 22, 1998, the Benton County Board of Commissioners adopted the Benton County Comprehensive Plan; and,

WHEREAS, the record establishes CPA 2016-001 has been reviewed for compliance with the goals and policies of the Benton County Comprehensive Plan and the provisions of the Growth Management Act in RCW 36.70A.130; and,

WHEREAS, Benton County utilized the County's Public Participation Program to engage its residents in the review and adoption of the amendments pursuant to RCW 36.70A.130(2); and,

WHEREAS, the Benton County Planning Commission did conduct a public hearing on May 10, 2016, at 7:00 p.m., in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350, to review and receive written and oral testimony with reference to Comprehensive Plan Amendment (CPA 2016-001); and,

WHEREAS, the Benton County Planning Commission at the conclusion of its public hearing voted to recommend approval of CPA 2016-001 to the Board of Commissioners; and,

WHEREAS, the Planning Commission forwarded their written findings, conclusions and recommendations concerning this matter to the Board of Commissioners; and,

WHEREAS, the Board of County Commissioners did conduct their own public hearing on June 14, 2016, in the Commissioner's Meeting Room, Third Floor, Courthouse, Prosser WA 99350, the legal notification was published on June 2, 2016; and copies of the notice mailed to those interested parties as noted in the file maintained in the Planning Department; and,

WHEREAS, the Board finds that proper legal notification, public hearing and review have been made; and,

WHEREAS, after consideration of the above mentioned request and review of the Planning Commission record, staff analysis and memos, and all written and oral comments submitted at the public hearing, the Board of County Commissioners adopts the Planning Commission's findings (located in the CPA 2016-001 file in the Planning Department) as their own, and it appears to be in the public's best interest to approve the request; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby amends the Land Use Maps 4.0 and 4.6 in Chapter Four of the Comprehensive Plan from Rural Lands Five (RL-5) to Heavy Industrial as set forth in Comprehensive Plan Amendment File No. CPA 2016-001 and directs Planning Staff to make the approved changes to the Benton County Comprehensive Land Use Maps 4.0 and 4.6 .

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

RECOMMENDATION OF THE  
BENTON COUNTY PLANNING COMMISSION

RE: Comprehensive Plan Amendment  
for a change in the land use designation  
from Rural Lands 5 Acre to Heavy  
Industrial. Revise maps 4.0 and 4.6  
in Chapter Four of the Land Use Element

File No. CPA 2016-001

RECOMMENDATION, FINDINGS OF FACT  
AND CONCLUSIONS

**RECOMMENDATION**

CPA 2016-001: A proposal by Gene Mercer, Kennewick Game Farm Inc., to amend the Benton County Comprehensive Plan to change the land use designation from Rural Lands 5 acre to Heavy Industrial on a 40 acre parcel in the Southwest Quarter of Southeast Quarter of Section 23, Township 8 North, Range 30 East. W.M. Revise the Land Use Maps 4.0 and 4.6 and if necessary other tables and text in the Plan that may refer to the current use of the property as a Rural Lands 5 designation is hereby recommended to be APPROVED. This action is based upon the following findings pursuant to RCW 36.70A.

**LEGAL DESCRIPTION**

The area covered by the proposed Comprehensive Plan Amendment is generally described as that property located 228812 E. Game Farm Road in the Southwest Quarter of Southeast Quarter of Section 23, Township 8 North, Range 30 East. W.M., one half mile east of the intersection of Game Farm Rd. and SR 397.

**RESOLUTION**

WHEREAS, an application for CPA 2016-001 was submitted on November 30, 2015 and was deemed a complete application on December 2, 2016; and,

WHEREAS, the 2016 Comprehensive Plan Amendment Docket was published on January 26th, 2016 and the Docket included CPA 2016-001; and,

WHEREAS, the Legal notification pursuant to RCW 36.70A.035 was given on March 31, 2016; and,

WHEREAS, the 60 day Notice of Proposed Amendment was submitted to Washington State Department of Commerce on February 17, 2016; and,

WHEREAS, CPA 2016-001 has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non Significance was issued on February 17, 2016; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: notice to affected jurisdictions, (February 17, 2016); publication of legal notices in the Tri-City Herald (March 31, 2016); adjacent landowners (March 29, 2016); and,

WHEREAS, the public hearing scheduled for April 12, 2016 was continued until May 10, 2016 at 7:00 p.m. in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the public hearing was held on May 10, 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, Aimee Bergeson, Marjorie Kaspar, James Willard and R. Dean Burows; and,

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted five members in favor, with two members absent on the Planning Commission to recommend approval of the Kennewick Game Farm's application proposal; concurring with the staff recommendation; 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. An amendment is necessary to resolve inconsistencies within the County Comprehensive Plan, or with other city plans or ordinances with which the county has no objection;**

When the County's Comprehensive Plan was adopted in 1998, the subject parcel was designated as Agricultural. The zoning on this parcel was changed in 2011 to Rural Lands 5 to reflect their designation within the County's Comprehensive Plan. The current use of the property has been existing since at least 2002 according to aerial photographs. An expansion of the uses existing on the parcel requires a Heavy Industrial designation.

**2. Conditions have so changed since the adoption of the county plan or ordinances that the existing adopted provision is inappropriate;**

The only condition near the site that has changed is the construction and extension of Piert Rd. and SR 397 to better serve the industrial uses in the area. The newer portion of SR 397 was constructed by the County at a cost of about 9 million dollars to provide an improved infrastructure to connect the industrial uses in the area to Interstate 82. After the road was constructed, it became a state highway and is now maintained by the Washington State Department of Transportation.

**3. The proposed amendment is consistent with the overall intent of the goals, map, and Land Use and Rural Elements of the county plan;**

The proposed amendment would not be inconsistent with the Kennewick-Finley rural planning area of the Comprehensive Plan. Heavy Industrial use is characteristic and consistent with the surrounding lands to the North and East of the site. The loss of 40 acres of Rural Lands 5 designation in this area is not significant. A Comprehensive Plan amendment in 2009 had a loss of approximately 52 acres of Heavy Industrial land in the area to a designation of Rural Lands 5.

**4. The proposed amendment is consistent with Chapter 36.70A RCW, the Benton County-wide Planning Policies, and Plan policies;**

The proposed amendment is not inconsistent with Chapter 36.70A RCW, or the Benton Countywide Planning Policies or the Benton County Comprehensive Plan. The Benton County Comprehensive Plan provides the following in reference to land use. "To provide, consistent with the adopted goals and objectives of each rural community relative to quality of life and lifestyle, a diversity of land uses and an appropriate level of essential public and private sector services, while minimizing conflicts between different land uses to ensure the highest degree of public health, safety and general welfare without unduly jeopardizing the rights of the individual."

**5. For an amendment to the Comprehensive Plan Map, the proposed designation is adjacent to property having a similar and compatible designation, or the subject property is of sufficient size, or other conditions are present, to locate development or otherwise mitigate potential incompatibilities to insignificant levels;**

The parcel proposed for amendment shares a boundary to the North and East with other Heavy Industrial Zoned land uses of approximately 1200 acres.

**6. Environmental impacts have been disclosed and measures imposed to either avoid or mitigate said impacts;**

This proposal was reviewed under the requirements of the State Environmental Policy Act (SEPA) (RCW 43.13C) and a determination of non-significance was issued on February 17, 2016. Additional SEPA review may be required for specific project actions that may be proposed as a result of this proposal, if it is approved.

**7. Potential ramifications of the proposed amendment to other Comprehensive Plan Elements and supporting documents have been considered and addressed;**

There are no identifiable potentially significant negative ramifications to other comprehensive plan elements.

**8. As appropriate, where an amendment of the Comprehensive Plan is approved by the Board of Commissioners, and a subsequent rezone or amendment to development regulations is required, the planning commission may consider them and make recommendations to the Board for consideration concurrent with the final approval of the comprehensive plan amendment.**

Yes, a rezone is required, and has been submitted. A recommendation by the Planning Commission for the rezone is also required.

**9. Based upon the information available, staff believes that proposed amendment CPA 2016-001 meets or is consistent with the Benton County Comprehensive Plan goals and policies.**

A majority of the Planning Commission members find that all of the facts set forth in the Planning Department Staff Report dated February 17, 2016 are accurate. Supporting documents have been considered and addressed.

THEREFORE BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman adopts these findings and conclusions with respect to File No. **CPA 2016-001**, and hereby recommends to the Board of County Commissioners **Approval** of the comprehensive plan amendment as recommended in the Staff Memo dated February 17, 2016.

 5-12-16  
MARTIN SHEERAN, Chairman  
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

## NOTICE OF PUBLIC HEARING

## BCCM 1.4

NOTICE OF HEARINGS before the Board of County Commissioners, in the matter of County Planning:

Benton County Comprehensive Plan Amendment - File No. CPA 2016-001, a proposal to change the Land Use Designation from Rural Lands 5 Acre to Heavy industrial on a 40 acre parcel. The proposal site is located on at 228812 E. Game Farm Road in the Southwest Quarter of the Southeast Quarter in Section 23, Township 8 North, Range 30 East, W.M., one half mile east of the intersection of Game Farm Road and SR 397. Applicant: Kennewick Game Farm LLC

Zone Change Request – ZC 2016-001, a proposal to change the Land use zoning from Rural Lands 5 to Heavy Industrial on a 40 acre parcel. The proposal site is located on at 228812 E. Game Farm Road in the Southwest Quarter of the Southeast Quarter in Section 23, Township 8 North, Range 30 East, W.M., one half mile east of the intersection of Game Farm Road and SR 397. Applicant: Kennewick Game Farm LLC

NOTICE IS HEREBY GIVEN that public comment will be taken on the above proposals on Tuesday, June 14, 2016 at 9:00 a.m., Commissioners Meeting Room, Third Floor, Courthouse, Prosser WA. CPA 2016-001 & ZC 2016-001 have been reviewed under the requirements of the State Environmental Policy Act (RCW 43.21C) and a Determination of Non-Significance (DNS) was issued on February 17, 2016.

Comments regarding the proposed amendments or SEPA determination in regard to the proposal may be made at the above-mentioned hearing, submitted in writing to the Benton County Planning Department; P.O. Box 910, Prosser, WA 99350; Faxed to (509) 786-5629; or sent via the County website at <http://tinyurl.com/CPAresidentfeedback>. All comments must be received by 3:00 p.m., on Monday, June 13, 2016. Information regarding the UGA amendment proposal or a copy of the DNS may be obtained free of charge by calling the Benton County Planning Department at (509) 736-3086 (from Tri Cities) or 786-5612 (Prosser) or accessing the website at <http://tinyurl.com/CPAdocs> or <http://tinyurl.com/ZCdocs>. 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](http://www.co.benton.wa.us) or from the Planning Department.

Dated this 25th day of May 2016.

Shon Small, Chairman  
Board of County Commissioners

Michael Shuttleworth, Planning Manager  
Benton County Planning Department

PUBLISH Thursday, June 2, 2016

# Benton County Planning Department

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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: FEBRUARY 17, 2016

TO: BENTON COUNTY PLANNING COMMISSION

FROM: BENTON COUNTY PLANNING DEPARTMENT

RE: CPA 2016-001 - A PROPOSAL TO CHANGE THE LAND USE DESIGNATION FROM RURAL LANDS FIVE TO HEAVY INDUSTRIAL

APPLICANT: KENNEWICK GAME FARM LLC, 228812 E. GAME FARM RD. KENNEWICK, WA 99338

**PROPOSAL REQUEST:** A proposal to change the land use designation in the Comprehensive Plan from Rural Lands 5 to Heavy Industrial on a 40 acre parcel.

**PURPOSE OF THE PLAN AMENDMENT:** The purpose of the proposed amendment is to amend the land use designation to be consistent with the adjacent Heavy Industrial designation bordering the property along its North and East boundary and to allow the current use of the parcel to be expanded. (PCM 1.2 through 1.8)

**LEGAL NOTICE PUBLISHED:** The legal notice required by Benton County Code, for the Planning Commission's Open Record Hearing on the proposal Comprehensive Plan Amendment CPA 2016-001, was published in the Tri-City Herald on March 31, 2016. The legal notices were mailed to interested parties on the Public Participation (PPP) list and sent electronically to those on the PPP email list. The legal notification of the 2016 Comprehensive Plan Amendment Docket was published in the Tri-City Herald on January 26, 2016.

**STATE ENVIRONMENTAL POLICY ACT:**

CPA 2016-001 has been reviewed under the requirements of the State Environmental Policy Act, as amended and a Determination of Non-Significance (DNS) was issued on February 17, 2016. Copies of the Environmental Checklist (PCR 1.2), the Determination of Non-Significance (PCM 1.9), and the comments received from reviewing agencies are attached to this memorandum.

**PROPOSED PROPERTY LOCATION:**

The parcel is located at 228812 E. Game Farm Road in the Southwest Quarter of Southeast Quarter of Section 23, Township 8 North, Range 30 East. W.M., one half mile east of the intersection of Game Farm Rd. and SR 397.

**LAND USE:**

The subject parcel is currently developed with three residences, accessory structures and agricultural uses, including crop circles and the storage of agricultural products and equipment. The site is also used for game bird production which includes the raising and shipping of game birds to various locations.

**ZONING:**

The subject property is zoned Rural Lands 5. A re-zone of this property is being reviewed by the planning staff and a recommendation by the Planning Commission is sought by the applicant for a zone change to Heavy Industrial.

**COMPREHENSIVE PLAN LAND USE DESIGNATION:**

The Benton County Comprehensive Plan designates the subject property as Rural Lands 5 and is shown on the Comprehensive Plan Land Use Map 4.6, in Chapter Four, the Land Use Element. (PCM 1.3)

**SECTION OF THE COMPREHENSIVE PLAN TO BE AMENDED:**

Revise maps 4.0 and 4.6 in Chapter Four (PCM 1.2 and 1.3), the Land Use Element of the Comprehensive Plan, and if necessary other tables and text in the Plan that may refer to the current use of the property as a Rural Lands 5 designation.

**COMPREHENSIVE PLAN CRITERIA:**

Chapter One Appendix Page 5 to the Benton County Comprehensive Plan, provides the following for evaluating amendments to the Comprehensive Plan:

- 3) Criteria against which the proposed amendment must be evaluated and found to be in substantial compliance for approval:
  - a. An amendment is necessary to resolve inconsistencies within the County Comprehensive Plan, or with other city plans or ordinances with which the county has no objection;
  - b. Conditions have so changed since the adoption of the county plan or ordinances that the existing adopted provision is inappropriate;
  - c. The proposed amendment is consistent with the overall intent of the goals, map, and Rural Element of the county plan;
  - d. The proposed amendment is consistent with Chapter 36.70A RCW, the County-wide Planning Policies, and Plan policies;
  - e. For an amendment to the Comprehensive Plan Map, the proposed designation is adjacent to property having a similar and compatible designation, or the subject property is of sufficient size, or other conditions are present, to locate development or otherwise mitigate potential incompatibilities to insignificant levels;
  - f. Environmental impacts have been disclosed and measures imposed to either avoid or mitigate said impacts;

- g. Potential ramifications of the proposed amendment to other Comprehensive Plan Elements and supporting documents have been considered and addressed;
- h. As appropriate, where an amendment of the Comprehensive Plan is approved by the Board of Commissioners, and a subsequent rezone or amendment to development regulations is required, the planning commission may consider them and make recommendations to the Board for consideration concurrent with the final approval of the comprehensive plan amendment.

**STAFF REVIEW AND ANALYSIS:**

**1. An amendment is necessary to resolve inconsistencies within the County Comprehensive Plan, or with other city plans or ordinances with which the county has no objection;**

When the County's Comprehensive Plan was adopted in 1998, the subject parcel was designated as Agricultural. The zoning on this parcel was changed in 2011 to Rural Lands 5 to reflect their designation within the County's Comprehensive Plan. The current use of the property has been existing since at least 2002 according to aerial photographs. An expansion of the uses existing on the parcel requires a Heavy Industrial designation.

**2. Conditions have so changed since the adoption of the county plan or ordinances that the existing adopted provision is inappropriate;**

The only condition near the site that has changed is the construction and extension of Piert Rd. and SR 397 to better serve the industrial uses in the area. The newer portion of SR 397 was constructed by the County at a cost of about 9 million dollars to provide an improved infrastructure to connect the industrial uses in the area to Interstate 82. After the road was constructed, it became a state highway and is now maintained by the Washington State Department of Transportation.

**3. The proposed amendment is consistent with the overall intent of the goals, map, and Land Use and Rural Elements of the county plan;**

The proposed amendment would not be inconsistent with the Kennewick-Finley rural planning area of the Comprehensive Plan. Heavy Industrial use is characteristic and consistent with the surrounding lands to the North and East of the site. The loss of 40 acres of Rural Lands 5 designation in this area is not significant. A Comprehensive Plan amendment in 2009 had a loss of approximately 52 acres of Heavy Industrial land in the area to a designation of Rural Lands 5.

**4. The proposed amendment is consistent with Chapter 36.70A RCW, the Benton County-wide Planning Policies, and Plan policies;**

The proposed amendment is not inconsistent with Chapter 36.70A RCW, or the Benton Countywide Planning Policies or the Benton County Comprehensive Plan (PCM 1.10). The Benton County Comprehensive Plan provides the following in reference to land use. "To provide, consistent with the adopted goals and objectives of each rural community relative to quality of life and lifestyle, a diversity of land uses and an appropriate level of essential public and private sector services, while minimizing conflicts between different land uses to ensure the highest degree of public health, safety and general welfare without unduly jeopardizing the rights of the individual."

**5. For an amendment to the Comprehensive Plan Map, the proposed designation is adjacent to property having a similar and compatible designation, or the subject property is of sufficient size, or other conditions are present, to locate development or otherwise mitigate potential incompatibilities to insignificant levels;**

The parcel proposed for amendment shares a boundary to the North and East with other Heavy Industrial Zoned land uses of approximately 1200 acres.

**6. Environmental impacts have been disclosed and measures imposed to either avoid or mitigate said impacts;**

This proposal was reviewed under the requirements of the State Environmental Policy Act (SEPA) (RCW 43.13C) and a determination of non-significance (PCM 1.9) was issued on February 17, 2016. Additional SEPA review may be required for specific project actions that may be proposed as a result of this proposal, if it is approved.

**7. Potential ramifications of the proposed amendment to other Comprehensive Plan Elements and supporting documents have been considered and addressed;**

There are no identifiable potentially significant negative ramifications to other comprehensive plan elements.

**8. As appropriate, where an amendment of the Comprehensive Plan is approved by the Board of Commissioners, and a subsequent rezone or amendment to development regulations is required, the planning commission may consider them and make recommendations to the Board for consideration concurrent with the final approval of the comprehensive plan amendment.**

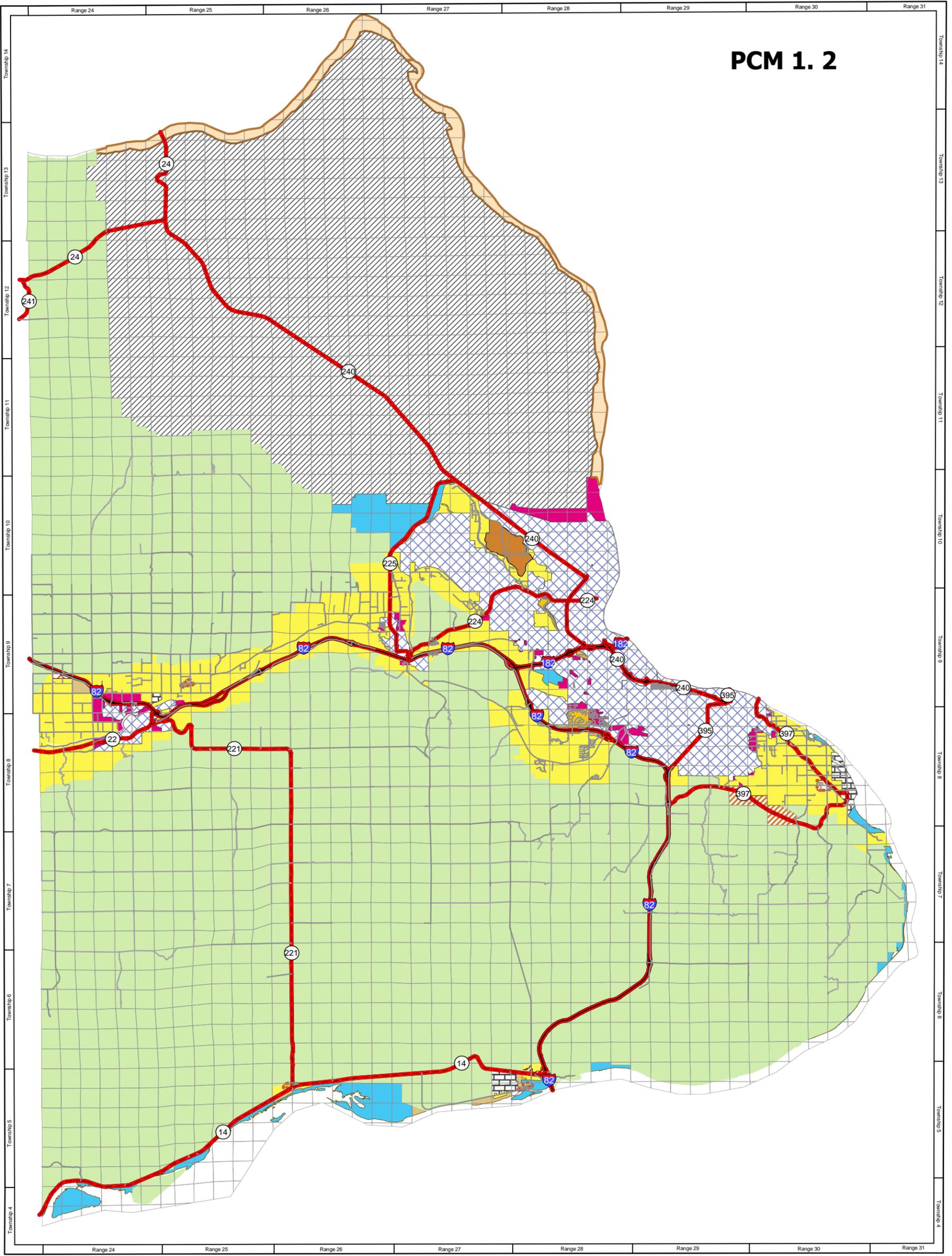
Yes, a rezone is required, and has been submitted. A recommendation by the Planning Commission for the rezone is also required.

**9. Based upon the information available, staff believes that proposed amendment CPA 2016-001 meets or is consistent with the Benton County Comprehensive Plan goals and policies.**

**STAFF RECOMMENDATION:**

Staff recommends that the Planning Commission forward to the Board of County Commissioners a recommendation to approve amendment CPA-2016-001.

# PCM 1. 2



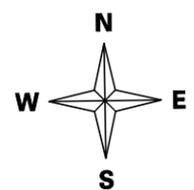
## BENTON COUNTY State of Washington



**Planning Department**  
**LAND USE MAP 4.0**  
 Adopted by Res #'s 2015-516  
 and 2015-517  
 Dated July 21, 2015

### Legend

- |   |                        |   |                         |
|---|------------------------|---|-------------------------|
|  | URBAN GROWTH AREA      |  | GENERAL COMMERCIAL      |
|  | RURAL LANDS 1-3        |  | LIGHT INDUSTRIAL        |
|  | RURAL LANDS 1          |  | HEAVY INDUSTRIAL        |
|  | RURAL LANDS 5          |  | PUBLIC                  |
|  | RURAL LANDS 20         |  | OPEN SPACE CONSERVATION |
|  | COMMUNITY CENTER       |  | GMA AGRICULTURAL        |
|  | COMMUNITY COMMERCIAL   |  | HANFORD                 |
|  | INTERCHANGE COMMERCIAL |  | HANFORD REACH           |



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

# PCM 1.3

## BENTON COUNTY

State of Washington



Planning Department

### LAND USE MAP 4.6

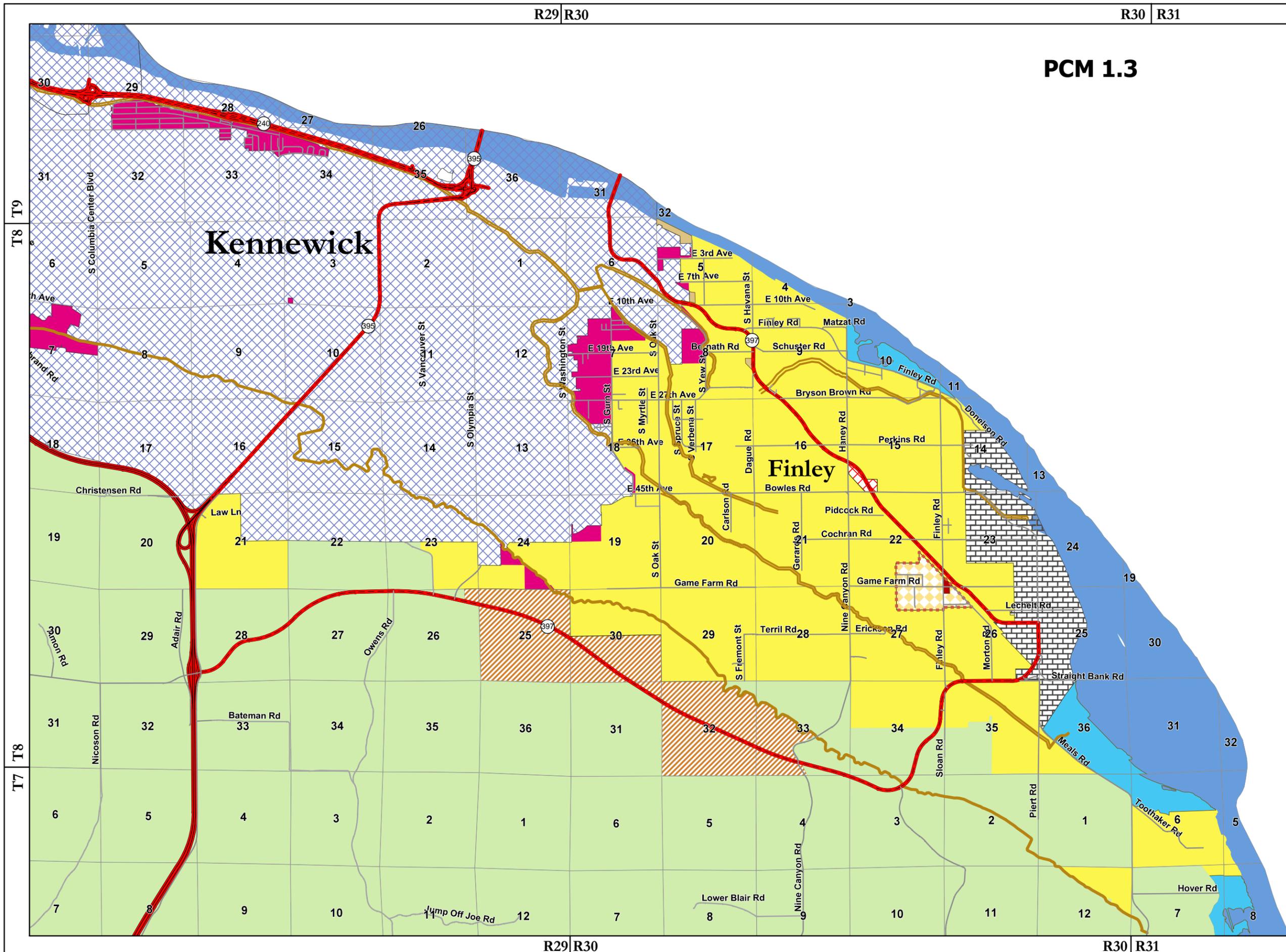
### KENNEWICK-FINLEY PLANNING AREA

Adopted by Res # 2015-517  
Dated July 21, 2015

#### Legend

- City Limits
- URBAN GROWTH AREA
- RURAL LANDS 1-3
- RURAL LANDS 5
- RURAL LANDS 20
- COMMUNITY CENTER
- COMMUNITY COMMERCIAL
- GENERAL COMMERCIAL
- LIGHT INDUSTRIAL
- HEAVY INDUSTRIAL
- GMA AG
- PUBLIC

Dated October 5, 2015





Benton County  
Planning  
Department

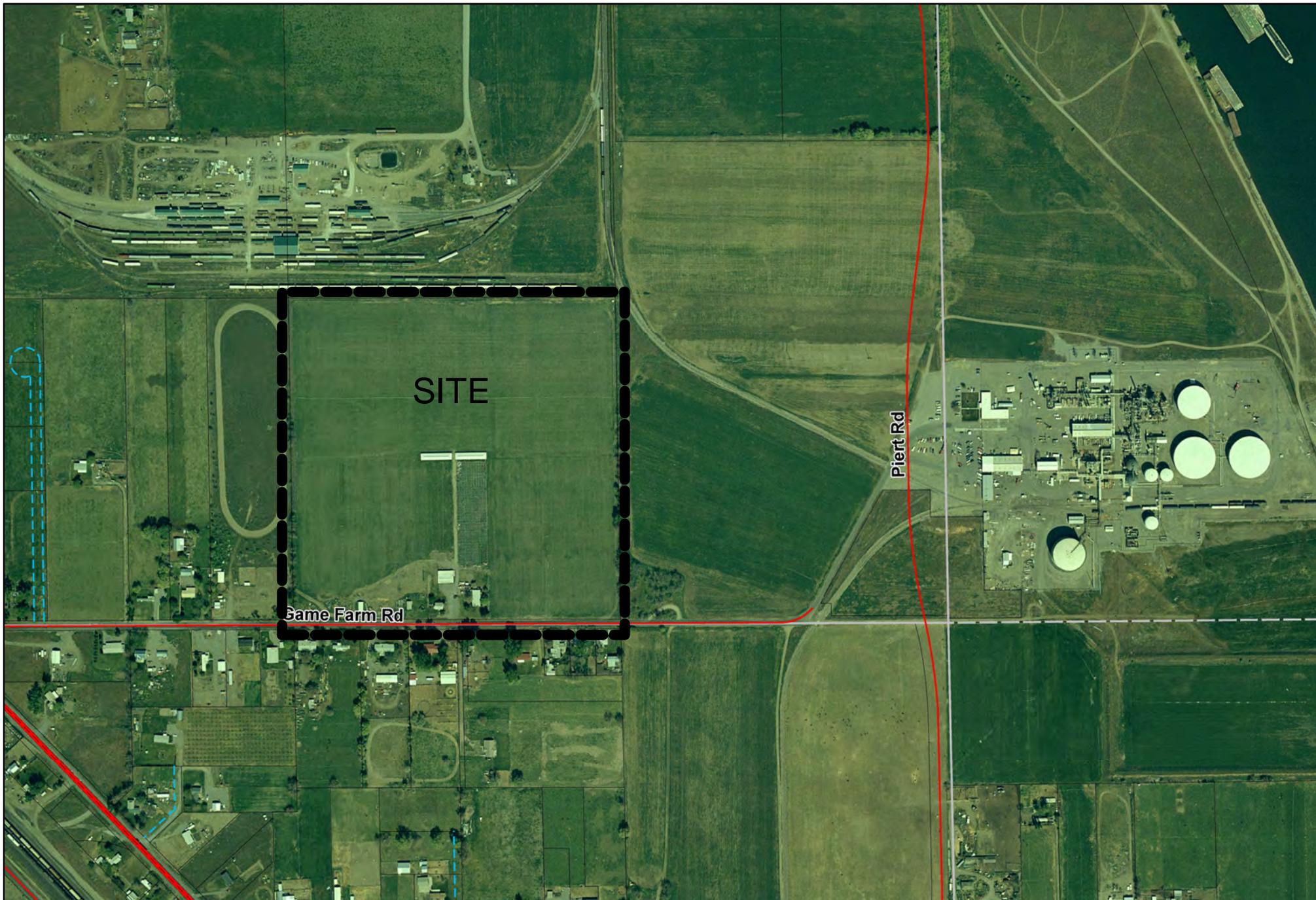
# MAP FOR CPA 2016-001 REQUEST

Map Created: February 16, 2016

Orthophoto Flown: 1998

## PCM 1.4

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Benton County  
Planning  
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# MAP FOR CPA 2016-001 REQUEST

Map Created: February 16, 2016

Orthophoto Flown: 2004

## PCM 1.5

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Benton County  
Planning  
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# MAP FOR CPA 2016-001 REQUEST

Map Created: February 16, 2016  
Orthophoto Flown: 2012

## PCM 1.6

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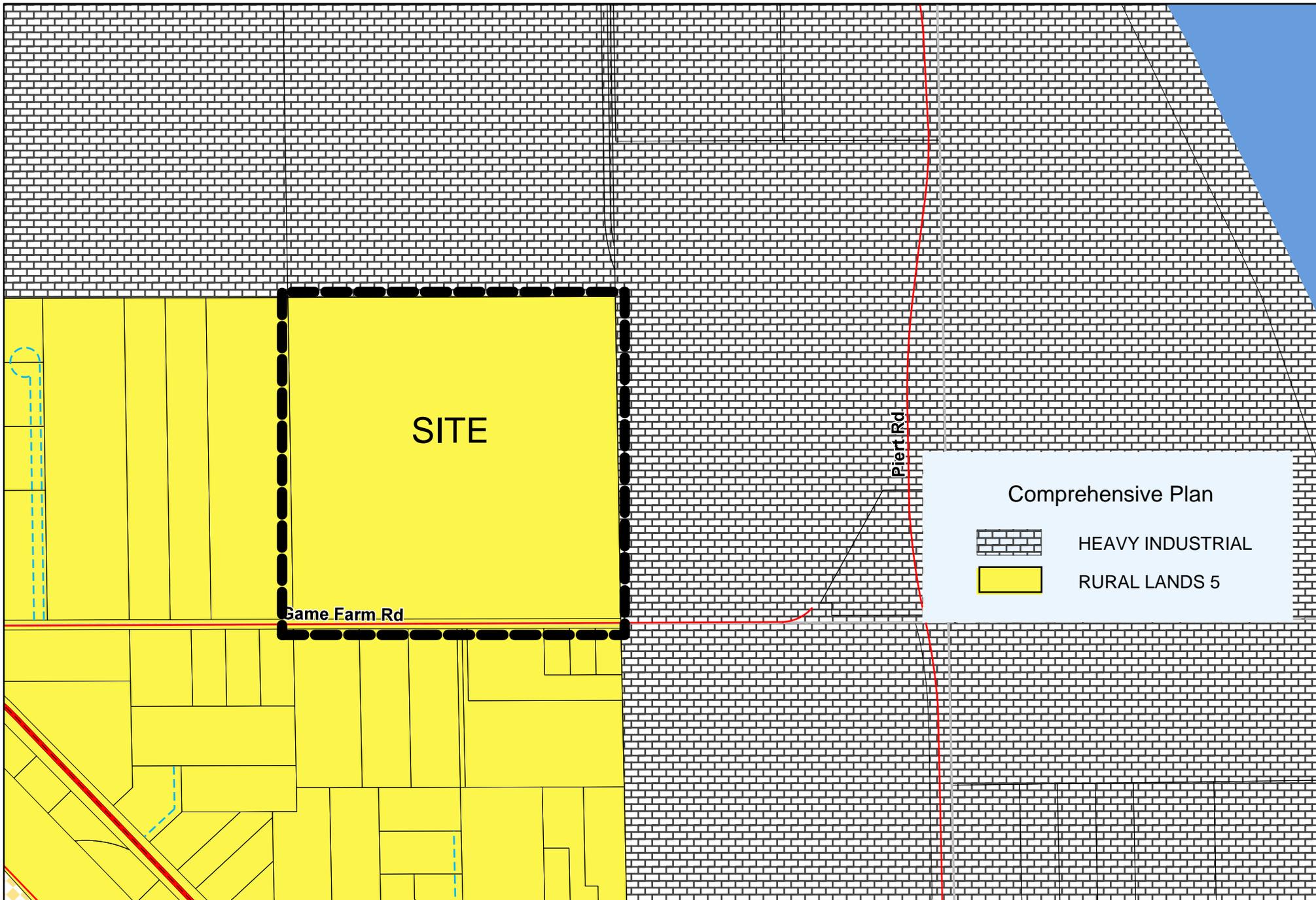


# COMP. PLAN MAP FOR CPA 2016-001

Map Created: February 16, 2016

## PCM 1.7

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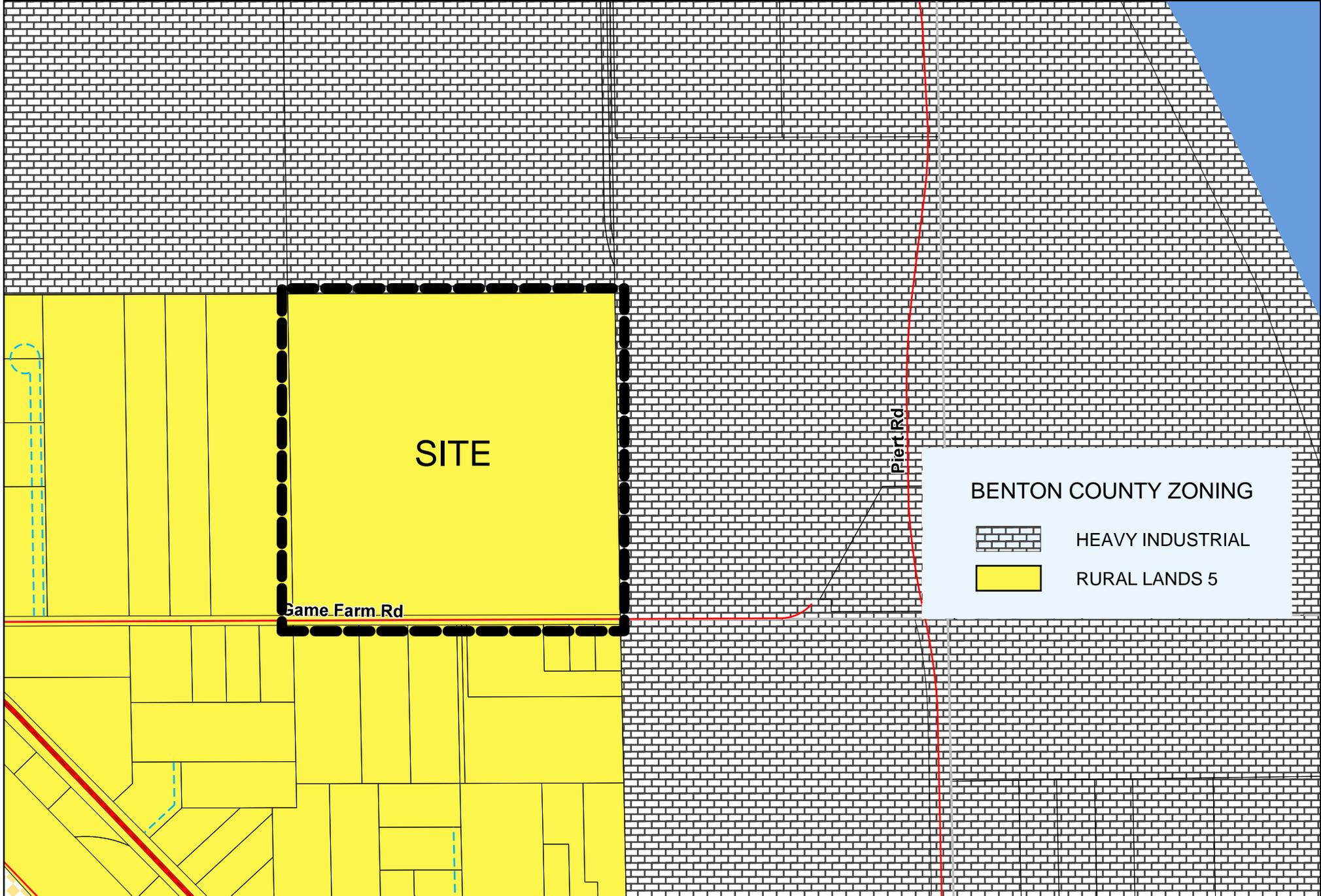


# ZONING MAP FOR CPA 2016-001

Map Created: February 16, 2016

## PCM 1.8

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DETERMINATION OF NON-SIGNIFICANCE

**Description of proposal: CPA 2016-001** - A proposal for a Comprehensive Plan amendment for a change in the land use designation from Rural Lands Five (RL-5) to Heavy Industrial (HI) on a 1.5 acre parcel.

**Proponent** Gene Mercer  
228808 E. Game Farm Road  
Kennewick WA 99337

File No. **EA 2015-030**

**Location of proposal, including street address, if any:** The proposal is located in the Finley rural area, in the Southwest Quarter of Section 23, Township 8 North, Range 30 East, W.M.

**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 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by March 2, 2016.

**Responsible Official:** Michael Shuttleworth

**Position/Title:** Planning Manager

**Address:** P.O. Box 910, Prosser WA 99350

- Email [planning.department@co.benton.wa.us](mailto:planning.department@co.benton.wa.us)
- Phone/Fax: (509)786-5612/(509) 786-5629;

DATE OF ISSUE: **February 17, 2016**

Signature: /s/ Michael Shuttleworth

**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.  
Columbia Irrigation District  
Department of Transportation  
Washington State Department of Health  
Department of Ecology - Olympia  
Department of Ecology - Yakima

Fire District #1  
Fire Marshal  
Bureau of Land Management  
Department of Fish and Wildlife  
Office of Arch. & Historic Preservation  
Futurewise  
Dept. of Commerce

ITEM 4-2

**BENTON COUNTY-WIDE PLANNING POLICIES**

County-wide planning policy is a written policy statement or statements used solely for establishing a county-wide framework from which county and city comprehensive plans are developed and adopted. This framework will insure that city and county comprehensive plans are consistent as required by the Growth Management Act.

POLICIES TO IMPLEMENT RCW 36.70A.110; RESHB 1025 Section 2,(3)a.

**Policy #1:** The Comprehensive Plans of Benton County and each of the cities therein shall be prepared and adopted with the objective to facilitate economic prosperity by accommodating growth consistent with the following:

1. Urban Growth. Encourage development in urban areas where adequate public facilities exist or can be provided in a cost efficient manner.
2. Avoid sprawl. Avoid the inappropriate conversion of undeveloped land into low density development, lacking adequate services, injurious to ground and surface water quality, destructive to the area's agricultural lands base, and less than cost effective relative to public service costs.
3. Transportation. Encourage efficient multi-modal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.
4. Property rights. Private property rights shall not be taken for public use without just compensation having been made. The property rights of land owners shall be protected from arbitrary and discriminatory actions.
5. Permits. Applications for permits shall be processed in a timely and fair manner to ensure predictability.
6. Natural resource industries. Maintain and enhance natural resource-based industries, including productive agricultural, fisheries and mineral industries. Encourage the conservation of productive agricultural lands and discourage incompatible uses.
7. Open space and recreation. Encourage the retention of open space and the development of recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks.
8. Environment. Protect the environment and enhance the region's high quality of life, including air and water quality, and the availability of water.
9. Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.
10. Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum

standards. With the exception of water, sewer, streets and power services, which shall be available at the time of occupancy, the term "adequate" shall be defined as either available at the time of occupancy, or shown on the current C.I.P. as a funded project within six years.

11. Historic preservation. Identify and encourage the preservation of lands, sites, and structures that have historical or archaeological significance.

POLICIES FOR PROMOTION OF CONTIGUOUS AND ORDERLY DEVELOPMENT AND THE PROVISION OF URBAN SERVICES TO SUCH DEVELOPMENT; RESHB 1025 SEC.2, (3)b.

**Policy #2:** County-wide projected population shall be allocated among jurisdictions through the use of any or all of the following factors applied to each jurisdiction:

- a. Documented historical growth rates over the last decade, the last 2 decades, and the last 2 years.
- b. Current growth rates.
- c. Developing or current planning programs which a jurisdiction has, and which identify quantitative increases in business and industry development, and housing construction activity.
- d. School enrollments over 2 decades, and within the last 2 years.
- e. Pending development proposals (applications) which would add either jobs or new housing units.
- f. Intangibles.

**Policy #3:** The locating of urban growth areas within the county shall be accomplished through the use of accepted planning practices which provide sufficient land and service capacity to meet projected populations at urban densities and service standards within the cities, and urban densities for those portions of the county located within the urban growth areas. Such planning practices include those on **ATTACHMENT A (attached)**.

**Policy #4:** That Urban Growth Areas of each city shall be based upon official and accepted population projections for minimum 20 year periods. The gross undeveloped and underdeveloped acreage within the city limits and the Urban Growth Area shall be sufficient to meet all the land requirements, including community and essential public facilities, of the population projection, including the need to prevent inflation of land cost due to a too limited land supply.

- a. The jurisdictions within the county shall use a uniform formula for identifying the land area necessary per capita for each community. Each jurisdiction's population projection shall be multiplied by its gross per capita land area requirement, which in the aggregate will define total land needs within the Urban Growth Area (UGA).

The uniform formula is as follows:

$A + B + C + D + E + F + G + H + I + J + K =$  acreage/per capita (or acreage per dwelling unit if per capita is divided by average household size) where:

- A = residential land per capita; (or DU)
- B = parks and recreational area per capita;
- C = area required for public facilities (fire stations, jails, etc.,) per capita;
- D = area required for schools per capita;
- E = commercial area per capita, or per employee;
- F = industrial/manufacturing area per capita;
- G = open space (golf courses, etc.) per capita;
- H = public service lands required for transportation network, easements and R.O.W.s per DU;
- I\* = use 70% build-out for all residential lands;
- J = add 25% to the total of A Through I for land supply/demand balance;
- K = land credit for undevelopable lands i.e. Critical Areas including steep slopes, wetlands, habitat, etc. within the UGA.

\* The same factor should be used for all jurisdictions.

**Policy #5 :** That within the urban growth area urban uses shall be concentrated in and adjacent to existing urban services or where they are shown on a Capital Improvement Plan to be available within 6 years.

**Policy #6:** That cities limit the extension of service district boundaries and water and sewer infrastructure to areas within each jurisdiction's urban growth area of its adopted Comprehensive Plan.

**Policy #7:** Within each Comprehensive Plan, the Land Use Plan for urban growth areas shall designate urban densities and indicate the general locations of greenbelt and open space areas. To the extent made practical by the natural features of the land form, open spaces and greenbelt shall be contiguous across jurisdictional lines, so as to enable their use as linked and contiguous recreational resources including parks, and bike and riding paths.

**Policy #8:** Wherever possible, given consideration of all other variables, such as existing unused service infrastructure, the placement of an urban growth line into an area of existing or potential intensive commercial agriculture shall be avoided, unless an adequate open space buffer within the urban growth area is provided.

**Policy #9:** The appropriate directions for the expansion of urban growth areas are those which are unincorporated lands substantially engrossed by urban development; areas with existing service infrastructure; lands adjacent to corporate limits and confined on the other side by major features such as highways; and existing rural residential development characterized by compromised agricultural productivity; average lot sizes less than 10 acres; and existing streets and utility services.

**Policy #10:** All policies within each jurisdiction's Comprehensive Plans, required by ESHB 2929, shall be modified to be consistent with and implement adopted County-wide Policies.

POLICIES FOR SITING PUBLIC FACILITIES OF A COUNTY-WIDE OR STATE-WIDE NATURE;  
RESHB 1025 SEC.2,(3)c.

**Policy #11:** The County and cities within, along with public participation shall develop a cooperative regional process to site essential public facilities of regional and statewide importance. The objective of the process shall be to ensure that such facilities are located so as to protect environmental quality, optimize access and usefulness to all jurisdictions, and equitably distribute economic benefits/burdens through out the region or county.

At the County-wide and multi-county level, the following actions should be accomplished:

- a. Develop a uniform siting procedure which enables selection of optimum project sites and appropriate size and scale relative to intended benefit area.

**Policy #12:** Support the existing solid waste program that promotes and maintains a high level of public health and safety, protects the natural and human environment of Benton County and encourages public involvement by securing representation of the public in the planning process.

**Policy #13:** Encourage and expand coordination and communication among all jurisdictions and solid waste agencies/firms in Benton and Franklin Counties in order to develop consistent and cost-effective programs that avoid duplication of effort and gaps in program activities.

- a. Utilize the existing Benton-Franklin Solid Waste Advisory Committee.

POLICIES FOR COUNTY-WIDE TRANSPORTATION FACILITIES AND STRATEGIES; RESHB 1025 SEC.2,(3)d.

**Policy #14:** Maintain active county-city participation in the Regional Transportation Policy Organization in order to facilitate city, county, and state coordination in planning regional transportation facilities and infrastructure improvements to serve essential public facilities including Port District facilities and properties.

POLICIES THAT CONSIDER THE NEED FOR AFFORDABLE HOUSING, SUCH AS HOUSING FOR ALL ECONOMIC SEGMENTS OF THE POPULATION AND PARAMETERS FOR ITS DISTRIBUTION; RESHB 1025 SEC.2,(3) e.

**Policy #15:** New housing within urban growth areas shall be compatible in character and standards with that of the adjacent city area.

**Policy #16:** That site constructed, modular and manufactured housing shall be recognized as needed and functional housing types.

**Policy #17:** The County and cities within shall work together to provide housing for all economic segments of the population. All jurisdictions shall seek to create the conditions necessary for the construction of affordable housing, at the appropriate densities within the cities and County. The following actions should be accomplished:

- a. Jointly quantify and project total county-wide housing needs by income level and housing type (i.e. rental, ownership, senior, farm worker housing, group housing.)

- b. Establish a mechanism whereby the housing efforts/programs of each jurisdiction address the projected county-wide need.
- c. Address the affordable housing needs of very low, low and moderate income households, and special needs individuals through the Comprehensive Housing affordability Strategy (CHAS).
- d. Develop design standards for implementation within the Comprehensive Plan with special attention to be given to the residential needs of low to moderate income families.

POLICIES FOR JOINT COUNTY AND CITY PLANNING WITHIN URBAN GROWTH AREAS; RESHB 1025 SEC.2, (3)f.

**Policy #18:** Urban growth areas may include territory located outside of a city only if such territory already is characterized by urban growth or is adjacent to territory already characterized by urban growth. Within urban growth areas, only urban development may occur. For the purposes of locating urban growth areas, and permitting new development within them, "Urban" is defined as:

- a. having dedicated and improved (surfaced) streets, with dimension, design and construction standards for new development determined by "joint city/county standards" and;
- b. For new development, road, street and intersection right-of way widths located and sized to accommodate projected local and regional average daily traffic (ADT) as determined by the Land Use Plans Transportation Elements and, where relevant, projections of the BFRC Regional System and;
- c. having either public sewer or water service, with additional service requirements (e.g. standards of Policy #19), for new development consistent with "joint/city county standards."

**Policy #19:** To encourage logical expansions of corporate boundaries into urban growth areas, and to enable the most cost efficient expenditure of public funds for the provision of urban services into newly annexed areas; the County and each city shall jointly develop and implement development, land division and building standards, and coordinated permit procedures for the review and permitting of new subdivisions within Urban Growth Areas.

- a. The joint standards developed, but never adopted, by the County and the cities of Richland and Kennewick in 1985 shall be used as the basis for the new standards.
- b. Standards for the following shall be developed and adopted:
  - 1. Street Locations, both major and secondary;
  - 2. Street R.O.W. widths;
  - 3. Street widths;
  - 4. Curbs and gutters;
  - 5. Sidewalks for secondary streets only;
  - 6. Road construction standards ;
  - 7. Cul De Sacs, location and dimensions;
  - 8. Storm Drainage facilities, quantity, quality and discharge locations;
  - 9. Street lights, conduit, fixtures, locations;

10. Sewer, septic regulations, private sewer, dry sewer facilities;
11. Water, pipe sizes, locations, construction standards;
12. Fire protection, station locations, fire flows, uniform codes;
13. All building requirements;
14. Subdivision and platting requirements (in accord with chapter RCW 58.17) including parks and open space;
15. Mobile home and manufactured home regulations;
16. Zoning Ordinances: permitted uses in Urban Growth Areas, setbacks; building heights, lot coverage etc.

c. As either an alternative, or adjunct to a) above, a city and the County may choose to enter into an interlocal agreement whereby the application of development standards, and the authorities and functions of permit review, inspection and enforcement are assigned.

POLICIES FOR COUNTY-WIDE ECONOMIC DEVELOPMENT AND EMPLOYMENT; RESHB 1025 SEC.2,(3)g.

**Policy #20:** Consistent with the protection of public health, safety, and welfare, and the use of natural resources on a long-term sustainable basis, the ability of service capacity to accommodate demands, and the expressed desires of each community, Comprehensive Plans shall jointly and individually support the county and region's economic prosperity in order to promote employment and economic opportunity for all citizens.

AN ANALYSIS OF THE FISCAL IMPACT. RESHB 1025 2,(3)h.

**Policy #21:** Where Capital Improvement Plans and Land Use Plans, involve land areas within, or tributary to land within the urban growth areas, the County and Cities, individually and jointly, shall routinely conduct fiscal analyses which identify and refine the most cost effective provision of regional and local public services and infrastructure over the long term. This should be accomplished through actions including the following:

- a. City's six year C.I.P.s for streets, water, and sewer should show infrastructure sized to accommodate build-out of service areas within the 20 year urban growth area, at a minimum.
- b. Construction design and placement standards for roads, intersections and streets (with provisions for storm water conveyance), and sewer, water and lighting infrastructure, should be determined based upon an analysis which identifies the lowest public expenditure over extended periods of time. Utilities should be incorporated into such analyses.
- c. Build out scenarios should be factored into school, fire and police service demand projections.

**ATTACHMENT A**

**LOCATE URBAN GROWTH AREAS**

Population Projections

1. Review and comment on preliminary OFM population projections due in Dec. 91.

2. Legislative bodies of each jurisdiction to review OFM population projections.
3. Update the existing land use inventory to reflect current conditions (use county GIS when available in 3-92, to provide county-wide land use inventory).
4. GMC derives formula for allocation of OFM population projections -sends formula to individual jurisdictions via the BCPPC.
  - BCPPC sends to indiv. jurisdictions legislative bodies for review
  - BOCC takes action on pop. allocation

Land Use Element Map

1. Identify accepted uniform planning criteria used for locating Urban Growth Areas:
  - natural physical barriers and roads
  - existing service capacity (supply/deficit)
  - projected service capacity (new supply)
  - planning objectives (GMA req.) and;
2. Uniform criteria for insuring adequate land supply within Urban Growth Areas:
  - enable growth without creating excess demand for services, congestion etc.,
  - discourage sprawl without grossly inflating land costs;
3. Identify uniform, established candidates for the supply of developable land within the Urban Growth areas:
  - vacant, under utilized, partially utilized
4. Identify uniform, established candidates for lands to be excluded from development, such as lands:
  - needed for R.O.W.
  - hazardous, critical, open space etc.,
  - too costly to provide services
  - to be zoned agricultural with Transfers of Density Rights (TDRs)
5. Map existing public, private and semi-public service district boundaries and;
6. Inventory all existing capital facilities for public, private and semi-public service providers, and transportation network, identify existing capacity:
 

water		sewer
fire	police	
schools	ports	
parks	libraries	
hospital	communications	
7. Confer with BFRC to establish current level transportation data re: inventory

- each jurisdiction to build on BFRC transportation data; define local street conditions, capacities, programmed and needed improvements.
8. Inventory housing stock - identify existing supply/demand ratio by housing.
  9. Using Population Projections per jurisdiction, accomplish the following:
    - project new housing mix/type and occupancy rates;
    - identify projected gross new demands for services identified in item #5, above;
    - equate existing services infrastructure capabilities and C.I. P.s with gross new demands;
    - identify new C.I.s, (supplies of water, sewer, school, rec. fac. etc.,) necessary to meet gross new demands;
    - survey options to meet gross new service with cost effectiveness on essential services (i.e., water and sewer, road maintenance as a priority) and; type, identify present need (use Census);
    - with the cost effectiveness of meeting other services demands as a consideration.
  10. Contact each utility purveyor. Solicit participation on LUE advisory committees on relevant issues.
  11. Inventory facilities/capacities of existing utility services, identify current plans for new facilities and capacities including but not limited to electric, telecommunications, natural gas. Rely on BFRC data.
  12. lands such as: utility and transportation corridors, land fills, sewage treatment facilities, recreation, schools etc.,
    - integrate existing information from comp. plans, needs assessments, pop. projections, into one joint list of needed public lands;
    - county must work with state and cities to identify areas of shared need and shall prepare a prioritized list with estimated acquisition dates;
    - capital acquisition budget for each jurisdiction with jointly agreed upon priorities and schedule. \*
  13. Identify Open Space Corridors within and between Urban Growth Areas, including:
    - lands used or designated as recreational, wildlife habitat, trails, and "critical areas" as defined in sec .3
    - optional: develop a mechanism to purchase fee simple or lesser interests in these open spaces using funds authorized by RCW 84.34.230 \*
    - develop an acquisitions list for those lands with critical resources imposing extreme constraints on development \*
  14. Draft a procedure, including siting criteria, for locating/approving essential public facilities.
    - review list of essential facilities provided by OFM with the objective to identify those suitable for location in urban vs rural areas.
  15. Consistent with the revised Policies in the Comp. Plan Texts, integrate population projections,

land use and capital facilities inventory data, lands necessary for new capital facilities, and total land requirements to support population projections (including sec. 15 lands, lands for essential facilities RESHB sec 1), densities, open space and critical/natural areas (set asides) into **new 20 year Urban Growth Areas.**

16. Review of Urban Growth Areas by each jurisdiction's legislative body.
17. BOCC adopts Urban Growth Areas, then;

PREPARE DRAFT LAND USE MAP

Map Designations

1. Prepare Draft Land Use Map with general distribution, location and extent of land uses, and:
  - Urban Growth Areas and Rural Lands;
  - Open Space;
  - Public Facilities and lands;
  - population densities;
  - building intensities;
  - est. future pop. densities (multiply av. bldg. densities X pers/household re: page 57 of 1985 Comp. Plan.(update with 1990 census)

\* not necessary for locating urban growth boundaries

# 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 PUBLIC HEARING

## PCM 1.11

NOTICE OF HEARINGS before the Benton County Planning Commission, in the matter of County Planning:

Benton County Comprehensive Plan Amendment - File No. CPA 2016-001, a proposal to change the Land Use Designation from Rural Lands 5 Acre to Heavy industrial on a 40 acre parcel. The proposal site is located on at 228812 E. Game Farm Road in the Southwest Quarter of the Southeast Quarter in Section 23, Township 8 North, Range 30 East, W.M., one half mile east of the intersection of Game Farm Road and SR 397. Applicant: Kennewick Game Farm LLC

Zone Change Request – ZC 2016-001, a proposal to change the Land use zoning from Rural Lands 5 to Heavy Industrial on a 40 acre parcel. The proposal site is located on at 228812 E. Game Farm Road in the Southwest Quarter of the Southeast Quarter in Section 23, Township 8 North, Range 30 East, W.M., one half mile east of the intersection of Game Farm Road and SR 397. Applicant: Kennewick Game Farm LLC

Countywide Planning Policies – Amendments are being made to the Benton County Countywide Planning Policies (CWPPs) adopted in February of 1993. The Countywide Planning Policies are written policy statements used solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted.

NOTICE IS HEREBY GIVEN that public comment will be taken on the above proposals on Tuesday, April 12, 2016 at 7:00 p.m., in the Benton County Planning Annex Hearing Room at 1002 Dudley Avenue in Prosser. CPA 2016-001 & ZC 2016-001 have been reviewed under the requirements of the State Environmental Policy Act (RCW 43.21C) and a Determination of Non-Significance (DNS) was issued on February 17, 2016.

Comments regarding the proposals or the SEPA determination may be made at the above-mentioned hearing, submitted in writing to the Benton County Planning Department; P.O. Box 910, Prosser, WA 99350; Faxed to (509) 786-5629; or sent via the County website at <http://tinyurl.com/CPAresidentfeedback>. Written, faxed, or website comments must be received by 5:00 p.m. on April 11, 2016. Information regarding the proposals or a copy of the DNS may be obtained free of charge by calling the Benton County Planning Department at (509) 736-3086 (from Tri Cities) or 786-5612 (Prosser) or by accessing the website at <http://tinyurl.com/cpadocs>.

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](http://www.co.benton.wa.us) or from the Planning Department.

Dated this 25th day of March 2016.

**Martin Sheeran, Chairman**

Benton County Planning Commission

Michael Shuttleworth, Planning Manager  
Benton County Planning Department

PUBLISH Thursday March 31, 2016

# 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 1.12

### Benton County Planning Department 2016 Comprehensive Plan Amendment Docket

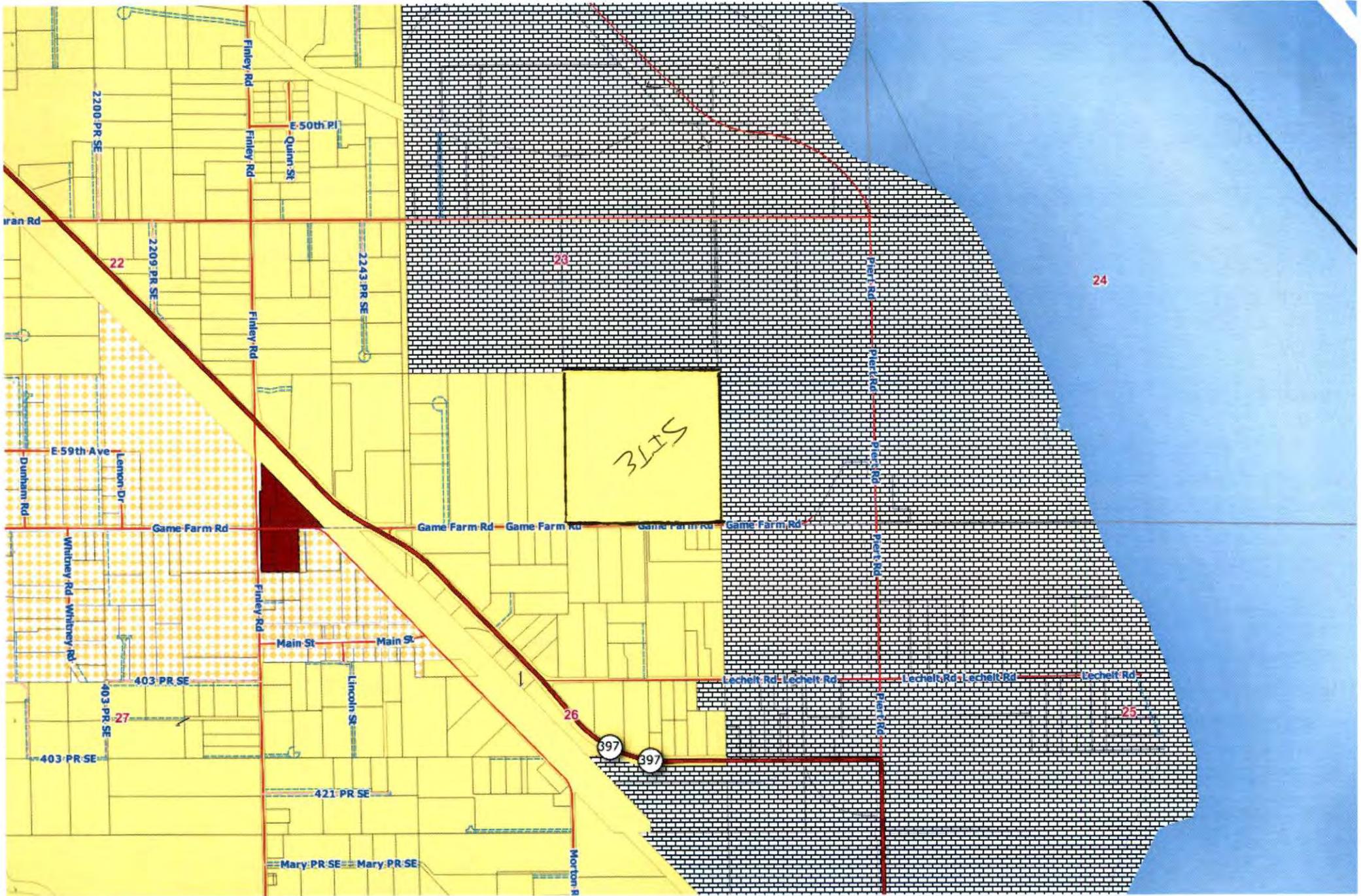
The 2016 Benton County Comprehensive Plan amendment cycle for the review of proposed amendments begins with the docketing of proposals. The County has received the following application proposals for amendment to the Benton County Comprehensive Land Use Plan:

**CPA 2016-001** - A proposal by Gene Mercer, requesting a change in land use designation from Rural Lands Five (RL-5) to Heavy Industrial (HI) at 228812 E. Game Farm Road, in the Southwest Quarter of the Southeast Quarter of Section 23, Township 8 North, Range 30 East, W.M.

This application will be reviewed under the requirements of SEPA (RCW 43.21C) and Title 16.14 of the Benton County Code. The Planning Department will initiate review and analysis of the application for consistency with the Growth Management Act and the Comprehensive Plan, including the adopted Benton County-wide Planning Policies and prepare a staff report with recommendation to the Planning Commission for approval or denial of the application. The Planning Commission will conduct an open record hearing and forward their recommendations to the Board of County Commissioners (BOCC). The BOCC will conduct an open record hearing to consider and act upon the Planning Commission recommendation. Notification of the hearings will be published in advance; those interested in receiving a notice by mail or email regarding the above actions may call the Benton County Planning Department: at (509) 786-5612 (Prosser) or (509) 736-3086 (Tri-Cities). Information regarding the amendment process is available via the County website at [www.co.benton.wa.us](http://www.co.benton.wa.us)

Michael Shuttleworth, Planning Manager  
BENTON COUNTY PLANNING DEPARTMENT

PUBLISHED: January 26, 2016.





Benton County  
Geographic Information  
Systems Department

**SECTION 23, TOWNSHIP 8 N, RANGE 30 E, W.M.**  
**COMP PLAN AMENDMENT/ZONE CHANGE**  
**#1-2380-400-0006-000**  
**MAP PRINTED: NOVEMBER 30, 2015**

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**EXHIBIT LIST FOR  
Zone Change Request - ZC 2016-001**

<b>Planning Commission Application Exhibit List</b>			
			<b>DATED</b>
<b>PCR 1</b> Includes:	PCR 1.1	Application & Maps	November 30, 2015
	PCR 1.2	Environmental Checklist	November 30, 2016
<b>Planning Commission Staff Memo Exhibit List - (April 12, 2016 cancelled) May 10, 2016</b>			
<b>PCM 1</b> Includes:	PCM 1.1	Staff Memo	March 31, 2016
	PCM 1.2	Comprehensive Plan Land Use Map 4.0	July 21, 2015
	PCM 1.3	Comprehensive Plan Land Use Map 4.6	July 21, 2015
	PCM 1.4	1998 Aerial Site Map	February 16, 2016
	PCM 1.5	2012 Aerial Site Map	February 16, 2016
	PCM 1.6	Map showing Zoning Districts	February 16, 2016
	PCM 1.7	Aerial Map	November 30, 2015
	PCM 1.8	Determination of Non-Significance	February 17, 2016
	PCM 1.9	Notice of Public Hearing and Notice of Application	March 25, 2016
	PCM 1.10	Benton County Fire Marshal Comments	February 18, 2016
<b>Planning Commission Hearing Exhibit List - May 10, 2016</b>			
<b>PCH</b> Includes:	PCH 1.1	Email from JA Staffens	April 11, 2016
	PCH 1.2	Letter from Peggy Loran	April 11, 2016
<b>Board of County Commissioners Staff Memo List - June 14, 2016</b>			
<b>BCCM</b> Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	June 7, 2016
	BCCM 1.2	Draft Resolution	June 14, 2016
	BCCM 1.3	Planning Commission Recommendation	May 12, 2016
	BCCM 1.4	Notice of Public Hearing	May 25, 2016
<b>Board of County Commissioners Hearing Exhibit List - June 14, 2016</b>			
<b>BCCH 1</b>	BCCH 1.1		
	BCCH 1.2		

**PCR = Planning Commission Record Exhibits**  
**PCM = Planning Commission Memo Exhibits**  
**PCH = Planning Commission Exhibits submitted during Hearing**  
**BCCM = Board of County Commissioners Memo Exhibits**  
**BCCH = Board of County Commissioners Hearing Exhibits submitted during Hearing**

# BCCM 1.1

<b>AGENDA ITEM</b> <b>MTG. DATE:</b> June 14, 2016 <b>SUBJECT:</b> Zone Change Request- ZC 2016-001, "RL-5 to HI" <b>MEMO DATE:</b> June 7, 2016 <b>Prepared By:</b> R.J. Lott <b>Reviewed By:</b> Michael Shuttleworth	<b>TYPE OF ACTION</b> <b>NEEDED</b> <b>Execute Contract</b> <b>Pass Resolution</b> X <b>Pass Ordinance</b> <b>Pass Motion</b> X <b>Other</b>	<b>Consent Agenda</b> <b>Public Hearing</b> X <b>1st Discussion</b> <b>2nd Discussion</b> <b>Other</b>
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## **BACKGROUND INFORMATION**

On May 10, 2016, the Benton County Planning Commission conducted an open record hearing on the request to change the zoning classification of a portion of Section 23 of Township 8 North, Range 30 East, from Rural Lands 5 to Heavy Industrial. After closing the Open Record Hearing and discussing the proposed change of zoning, the Planning Commission made a recommendation to approve Zone Change Request ZC 2016-001. The Planning Commission's record and recommendation for ZC 2016-001 is being submitted for the Board's review and decision. The Board's Closed Record Hearing is scheduled for June 14, 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 zone change application based on the Planning Commission's Open Record Hearing and cannot consider any testimony other than the testimony presented to the Planning Commission at their Open Record Hearing. The only information the Board can consider is the clarification of statements regarding the testimony and information contained in the Planning Commission Record for this application. Attached for the Board's review is an audio copy of the hearing, the Planning Commission Record and the signed Recommendation, Findings and Conclusion of the Planning Commission Closed Record Hearing.

## **SUMMARY**

The Benton County Planning Commission has completed the Open Record Hearing for the Zone Change application ZC 2016-001 to change the zoning classification in Section 23 of Township 8 North, Range 30 East, from Rural Lands 5 to Heavy Industrial. The Board of County Commissioners will consider the application and recommendation of the Planning Commission at a public meeting on June 14, 2016.

## **RECOMMENDATION**

After closing the Open Record Hearing and discussing the issue, the Planning Commission voted to recommend approval of the zone change application. 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 zone change.

**FISCAL IMPACT** - None

## **MOTION**

That the Board adopt the Planning Commission recommendation, Findings and Conclusions as their own and approve the Zone Change Application ZC 2016-001.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON  
IN THE MATTER OF COUNTY PLANNING REGARDING: CHANGE IN THE ZONING  
CLASSIFICATION FOR ONE PARCEL TOTALING 40 ACRES FROM RURAL LANDS 5 ACRE TO HEAVY  
INDUSTRIAL. APPLICANT: KENNEWICK GAME FARM LLC. PARCEL NUMBER: 1-2380-400-006-000  
FILE NO. ZC 2016-001.

**WHEREAS**, the Benton County Planning Commission after conducting an open record hearing  
and review on May 10, 2016, recommended approval of the proposed change in zoning  
classification from Rural Lands 5 Acre to Heavy Industrial; and,

**WHEREAS**, the Board of County Commissioners did conduct a closed record meeting on June  
14, 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 classification from Rural  
Lands 5 Acre to Heavy Industrial; and,

**WHEREAS**, the Board of County Commissioners did review the Planning Commission and staff's  
recommendations and finds that proper legal notification, public hearing and review have been  
made and it appears to be in the public interest to accept said recommendation; and,

**NOW THEREFORE BE IT RESOLVED**, the Board adopts the Planning Commission's  
Recommendation, Findings of Fact, and Conclusions dated May 10, 2016, as retained in File No.  
ZC 2016-001 located in the Planning Office as its Findings of Fact;

**BE IT FURTHER RESOLVED**, that the Board of County Commissioners APPROVES Zone Change  
Application ZC 2016-001 for the change in zoning classification from Rural Lands 5 Acre to Heavy  
Industrial for the following described property:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23,  
TOWNSHIP 8 NORTH, RANGE 30 EAST OF THE WILLAMETTE MERIDIAN.

Dated this 14th day of June, 2016

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

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

Attest.....  
Clerk of the Board

RECOMMENDATION OF THE  
BENTON COUNTY PLANNING COMMISSION

RE: A Zone Change request for a  
change in the land use designation  
from Rural Lands 5 Acre to Heavy  
Industrial.

File No. ZC 2016-001

RECOMMENDATION, FINDINGS OF FACT  
AND CONCLUSIONS

**RECOMMENDATION**

ZC 2016-001: A proposal by Gene Mercer, Kennewick Game Farm Inc., to amend the Benton County Zoning Ordinance to change the land use designation from Rural Lands 5 Acre to Heavy Industrial on a 40 acre parcel in the Southwest Quarter of Southeast Quarter of Section 23, Township 8 North, Range 30 East. W.M. is hereby recommended to be APPROVED. This action is based upon the following findings pursuant to RCW 36.70A.

**LEGAL DESCRIPTION**

The area covered by the proposed Zone Change is generally described as that property located 228812 E. Game Farm Road in the Southwest Quarter of Southeast Quarter of Section 23, Township 8 North, Range 30 East. W.M., one half mile east of the intersection of Game Farm Rd. and SR 397.

**RESOLUTION**

WHEREAS, an application for ZC 2016-001 was submitted on November 30, 2015 and was deemed a complete application on December 2, 2016; and,

WHEREAS, the Legal notification pursuant to RCW 36.70A.035 was given on March 31, 2016; and,

WHEREAS, ZC 2016-001 has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non Significance was issued on February 17, 2016; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: notice to affected jurisdictions, (February 17, 2016); publication of legal notices in the Tri-City Herald (March 31, 2016); adjacent landowners (March 29, 2016); and,

WHEREAS, the public hearing scheduled for April 12, 2016 was continued until May 10, 2016 at 7:00 p.m. in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the public hearing was held on May 10, 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, Aimee Bergeson, Marjorie Kaspar, James Willard and R. Dean Burows; and,

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted five members in favor, with two members absent on the Planning Commission to recommend approval of the Kennewick Game Farm's application proposal; concurring with the staff recommendation; 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 based on the evidence presented that the property subject to the zone change request is currently zoned Rural Lands 5 Acre with parcels in the immediate vicinity also zoned Rural Lands 5 and Heavy Industrial.

B. A majority of the Planning Commission members find based on the evidence presented that the neighboring property is currently a mixture of residential and industrial uses.

C. A majority of the Planning Commission members find that there has been substantial changes in circumstances since the original zoning or amendment to the subject property and/or surrounding area (i.e. changes in land use patterns in the relevant areas; changes in the property at issue or changes in public opinion relevant to the zoning) and based on the following facts they believe to be true as a result of the evidence submitted, the subject property is suitable for use as currently zoned.

1. Some of the surrounding area have been developed with rural residential and industrial uses.
2. Some of the surrounding properties are zoned Heavy Industrial and are of similar size.
3. The Comprehensive Plan Land Use Designation of the parcel has been recommended to the Board of County Commissioners for approval for a change from Rural

Lands 5 Acre to Heavy Industrial.

D. A majority of the Planning Commission members find that the requested zone change would be consistent with the intent of the Benton County Comprehensive Plan based on the following facts that they believe to be true as a result of the evidence submitted:

1. The site has been recommended for approval for a Comprehensive Plan Amendment designation of Heavy Industrial.
2. There are industrial uses within the general vicinity of the site.

E. A majority of the Planning Commission members find that the uses allowed as a result of the requested zone change would be consistent with the uses allowed under the zoning classification in effect at the time of application submittal for the surrounding area based on the following facts that they believe to be true as a result of the evidence submitted:

1. The planning staff memo indicated that this proposed zone change designation would be consistent with the preferred land use designation contained in the Benton County Comprehensive Plan.
2. The property is being proposed for industrial uses which would be compatible with the existing development in the area.

F. A majority of the Planning Commission members find that one or more of the uses allowed as a result of the requested zone change would not be detrimental to the owners of the neighboring properties based on the following facts that they believe to be true as a result of the evidence submitted:

1. The zone change is consistent with growth and development in the area.
2. The Heavy Industrial zoning designation would not be detrimental to the existing development in the area as a portion of the surrounding area is already zoned Heavy Industrial.

G. Based on our conclusions with respect to issues E and F, a majority of the Planning Commission members find that approval of the requested zone change would be in the best interest of the public health, safety and welfare.

H. A majority of the Planning Commission concludes that the requirements of the State Environmental Policy Act have been met based on the following facts that they believe to be true based on the testimony:

1. A Environmental Checklist was prepared and a Determination of Non Significance was issued on February 17, 2016.

2. The staff memo indicated that the requirements of the State Environmental Policy Act have been met.

I. A majority of the Planning Commission members find that with the site is served by a County Road and that adequate access of public right of ways exist.

J. The Planning Commission finds that the parcel to be changed from Rural Lands 5 to Heavy Industrial is described as follows:

228812 E. Game Farm Road in the Southwest Quarter of Southeast Quarter of Section 23, Township 8 North, Range 30 East. W.M., one half mile east of the intersection of Game Farm Rd. and SR 397.

A majority of the Planning Commission members find that all of the facts set forth in the Planning Department Staff Report dated February 17, 2016 are accurate. Supporting documents have been considered and addressed.

THEREFORE BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion, adopts these findings and conclusions with respect to File No. ZC 2016-001, and the Zone Change Request proposed by Kennewick Game Farm Inc. is hereby recommended for APPROVAL to the Board of County Commissioners.



5-12-16

MARTIN SHEERAN, Chairman

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

## NOTICE OF PUBLIC HEARING

## BCCM 1.4

NOTICE OF HEARINGS before the Board of County Commissioners, in the matter of County Planning:

Benton County Comprehensive Plan Amendment - File No. CPA 2016-001, a proposal to change the Land Use Designation from Rural Lands 5 Acre to Heavy industrial on a 40 acre parcel. The proposal site is located on at 228812 E. Game Farm Road in the Southwest Quarter of the Southeast Quarter in Section 23, Township 8 North, Range 30 East, W.M., one half mile east of the intersection of Game Farm Road and SR 397. Applicant: Kennewick Game Farm LLC

Zone Change Request – ZC 2016-001, a proposal to change the Land use zoning from Rural Lands 5 to Heavy Industrial on a 40 acre parcel. The proposal site is located on at 228812 E. Game Farm Road in the Southwest Quarter of the Southeast Quarter in Section 23, Township 8 North, Range 30 East, W.M., one half mile east of the intersection of Game Farm Road and SR 397. Applicant: Kennewick Game Farm LLC

NOTICE IS HEREBY GIVEN that public comment will be taken on the above proposals on Tuesday, June 14, 2016 at 9:00 a.m., Commissioners Meeting Room, Third Floor, Courthouse, Prosser WA. CPA 2016-001 & ZC 2016-001 have been reviewed under the requirements of the State Environmental Policy Act (RCW 43.21C) and a Determination of Non-Significance (DNS) was issued on February 17, 2016.

Comments regarding the proposed amendments or SEPA determination in regard to the proposal may be made at the above-mentioned hearing, submitted in writing to the Benton County Planning Department; P.O. Box 910, Prosser, WA 99350; Faxed to (509) 786-5629; or sent via the County website at <http://tinyurl.com/CPAresidentfeedback>. All comments must be received by 3:00 p.m., on Monday, June 13, 2016. Information regarding the UGA amendment proposal or a copy of the DNS may be obtained free of charge by calling the Benton County Planning Department at (509) 736-3086 (from Tri Cities) or 786-5612 (Prosser) or accessing the website at <http://tinyurl.com/CPAdocs> or <http://tinyurl.com/ZCdocs>. 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](http://www.co.benton.wa.us) or from the Planning Department.

Dated this 25th day of May 2016.

Shon Small, Chairman  
Board of County Commissioners

Michael Shuttleworth, Planning Manager  
Benton County Planning Department

PUBLISH Thursday, June 2, 2016



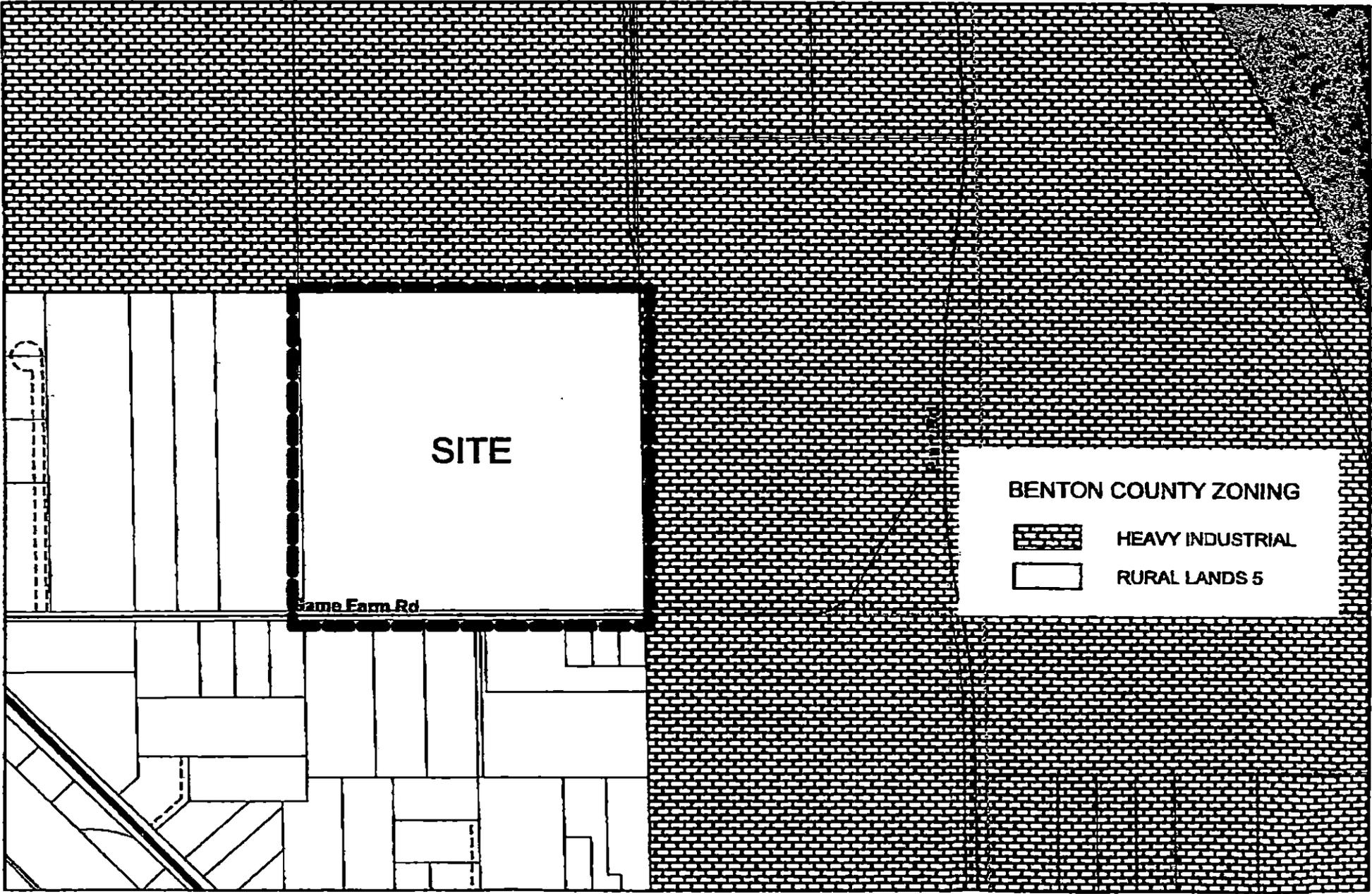
Boston County  
Planning  
Department

# ZONING MAP FOR CPA 2016-001

Map Created: February 16, 2016

## PCM 1.8

The County does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown herein or the use of such information. Any use of any of this information is solely at the risk of the user. Benton County makes no warranty, representation, or claim, and any such warranty, representation or claim by Benton County or anyone based thereon, is null and void. The information shown herein is a product of the Benton County Geographic Information System, and is prepared for general purposes only.



# 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 PUBLIC HEARING

FAX

NOTICE OF HEARINGS before the Benton County Planning Commission, In the matter of County Planning:

Benton County Comprehensive Plan Amendment - File No. CPA 2016-001, a proposal to change the Land Use Designation from Rural Lands 5 Acre to Heavy Industrial on a 40 acre parcel. The proposal site is located on at 228812 E. Game Farm Road in the Southwest Quarter of the Southeast Quarter in Section 23, Township 8 North, Range 30 East, W.M., one half mile east of the intersection of Game Farm Road and SR 397. Applicant: Kennewick Game Farm LLC

Zone Change Request – ZC 2016-001, a proposal to change the Land use zoning from Rural Lands 5 to Heavy Industrial on a 40 acre parcel. The proposal site is located on at 228812 E. Game Farm Road in the Southwest Quarter of the Southeast Quarter in Section 23, Township 8 North, Range 30 East, W.M., one half mile east of the intersection of Game Farm Road and SR 397. Applicant: Kennewick Game Farm LLC

Countywide Planning Policies – Amendments are being made to the Benton County Countywide Planning Policies (CWPPs) adopted in February of 1993. The Countywide Planning Policies are written policy statements used solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted.

NOTICE IS HEREBY GIVEN that public comment will be taken on the above proposals on Tuesday, April 12, 2016 at 7:00 p.m., in the Benton County Planning Annex Hearing Room at 1002 Dudley Avenue in Prosser. CPA 2016-001 & ZC 2016-001 have been reviewed under the requirements of the State Environmental Policy Act (RCW 43.21C) and a Determination of Non-Significance (DNS) was issued on February 17, 2016.

Comments regarding the proposals or the SEPA determination may be made at the above-mentioned hearing, submitted in writing to the Benton County Planning Department; P.O. Box 910, Prosser, WA 99350; Faxed to (509) 786-5629; or sent via the County website at <http://tinyurl.com/CPAresIdenfedback>. Written, faxed, or website comments must be received by 5:00 p.m. on April 11, 2016. Information regarding the proposals or a copy of the DNS may be obtained free of charge by calling the Benton County Planning Department at (509) 736-3086 (from Tri Cities) or 786-5612 (Prosser) or by accessing the website at <http://tinyurl.com/cpadocs>.

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](http://www.co.benton.wa.us) or from the Planning Department.

Dated this 25th day of March 2016.

Martin Sheeran, Chairman  
Benton County Planning Commission

Michael Shuttleworth, Planning Manager  
Benton County Planning Department

PUBLISH Thursday March 31, 2016

# 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:** March 31, 2016

**TO:** BENTON COUNTY PLANNING COMMISSION

**FROM:** BENTON COUNTY PLANNING DEPARTMENT

**RE:** ZC 2016-001 - A PROPOSAL TO CHANGE THE ZONING FROM RURAL LANDS FIVE TO HEAVY INDUSTRIAL

**APPLICANT:** KENNEWICK GAME FARM LLC, 228812 E. GAME FARM RD. KENNEWICK, WA 99338

**SPECIFIC REQUEST:** A proposal to change the land use zoning from Rural Lands 5 to Heavy Industrial on a 40 acre parcel.

**PURPOSE OF THE PLAN AMENDMENT:** The purpose of the proposed zone change is to amend the land use zoning to be consistent with the adjacent Heavy Industrial zoning bordering the property along its North and East boundary, to allow the current use of the parcel to be expanded. (PCM 1.6, and PCM 1.5,).

**LEGAL NOTICE PUBLISHED:** The legal notice (PCM 1.9) required by Benton County Code, for the Planning Commission's Open Record Hearing on the proposal Zone Change ZC 2016-001, was published in the Tri-City Herald on Thursday, March 31, 2016. The legal notices were mailed to interested parties on the Public Participation (PPP) list and sent electronically to those on the PPP email list. The legal notification of the 2016 Zone Change Docket was published in the Tri-City Herald on March 31, 2016.

### **STATE ENVIRONMENTAL POLICY ACT:**

ZC 2016-001 has been reviewed under the requirements of the State Environmental Policy Act, as amended and a Determination of Non-Significance (DNS) was issued on February 17, 2016. Copies of the Environmental Checklist, the Determination of Non-Significance, and the comments received from reviewing agencies are attached to this memorandum (PCR 1.2, PCM 1.8 and 1.10).

### **PROPOSED PROPERTY LOCATION:**

The parcel is located at 228812 E. Game Farm Road in the Southwest Quarter of Southeast Quarter of Section 23, Township 8 North, Range 30 East. W.M., one half mile East of the intersection of Game Farm Rd. and SR 397.

**LAND USE:**

The subject parcel is currently developed with three residences with accessory structures and agricultural uses, including crop circles and the storage of agricultural products and equipment.

**ZONING:**

The subject property is zoned Rural Lands 5.

**COMPREHENSIVE PLAN LAND USE DESIGNATION:**

The Benton County Comprehensive Plan designates the subject property as Rural Lands 5 and is shown on the Comprehensive Plan Land Use Map 4.6, in Chapter Four, the Land Use Element. The applicant has also submitted an application to change the Land Use Designation from Rural Lands 5 to Heavy Industrial, CPA 2016-001.

**APPLICABLE DEVELOPMENT REGULATIONS:**

1. Benton County Code Section 11.52.110 states the following for changes in zone classification:

"AMENDMENTS. The Board of Commissioners may, upon recommendation of the County Planning Commission, change by resolution the district boundary lines or zone classification as shown on the use district maps, and or amend, supplement or change by resolution the regulations herein contained. When said recommendation is made by the County Planning Commission, said commission shall cause a survey of the existing land uses and resources of such subdivision of the County to be made as expediently as funds and circumstances permit; and shall prepare a preliminary classification of all property within such subdivision of the county in one or more of the use districts provided in this title. After holding at least one open record hearing, the County Planning Commission shall transmit to the Board of County Commissioners its recommendations for the classification of all property in the proposed district. The Board of County Commissioners, upon receipt from the Planning Commission of the said recommendation for change, may adopt, alter or reject by resolution the recommended change in the district boundary lines, zone classifications or regulations. The Board of County Commissioners may conduct public hearings involving recommendations of the Planning Commission on amendments to the text of this title or area wide zone changes, but with respect to site specific zone change requests, the Board of County Commissioners must consider the issue in a closed record appeal hearing, as outlined in BCC 11.52.130."

2. The following goal and policies of the Benton County Comprehensive Plan would be applicable to this application:

**GOAL 5:**

To provide, consistent with the adopted goals and objectives of each rural community relative to quality of life and lifestyle, a diversity of land uses and an appropriate level of essential public and private sector services, while minimizing conflicts between different land uses to ensure the highest degree of public health, safety, and general welfare, without unduly jeopardizing the rights of the individual.

**POLICIES:**

- A. That all land uses in the county shall be classified with a land use designation and shown on the comprehensive plan map and that all implementing ordinances shall be in conformance with such map and Plan policies.
- B. That compatible mixed uses of urban intensity are appropriate in Urban Growth Areas where community sewer and water are available or provided, and outside of Urban Growth Areas within designated Rural Community Core areas and Commercial zones, and Planned Unit Developments (PUD's) when rural densities are clustered under Ordinance provisions.
- C. In order to maximize the opportunities for compatible development, within Land Use Designations there may be a diversity of uses where they serve, and are not incompatible with, the primary purpose and activity within the designation.

**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 and property owner for ZC 2016-001 is Kennewick Game Farm LLC, 228812 E. Game Farm Rd., Kennewick, WA 99337.
2. ZC 2016-001 is for the changing of the zoning classification of a 40 acre parcel from Rural Lands 5 to Heavy Industrial.
3. The notice for the Benton County Planning Commission's Open Record Hearing

for application ZC 2016-001 was published on Thursday, March 31, 2016 in the Tri-City Herald and mailed to property owners of record within 300 feet of the outer boundaries of the parcel. The Open Record Hearing is scheduled for Tuesday, April 12, 2016.

4. The Petition for Zone Reclassification ZC 2016-001 has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance (DNS) was issued on February 17, 2016.
5. The applicant has also submitted a Comprehensive Plan designation for the parcel listed above, CPA 2015-001. The change was based on an application by the Kennewick Game Farm LLC, to change the comprehensive plan designation of their site from Rural Lands 5 to Heavy Industrial. The Planning Commission will also be considering the proposed Comprehensive Plan Amendment at the same meeting as this Zone Change Request.
6. The construction and extension of Piert Rd. and SR 397 to better serves the industrial uses in the area. The newer portion of SR 397 was constructed by the County at a cost of about 9 million dollars to provide an improved infrastructure to connect the industrial uses in the area to Interstate 82.

#### **DISPOSITION OF THE APPLICANT'S REQUEST:**

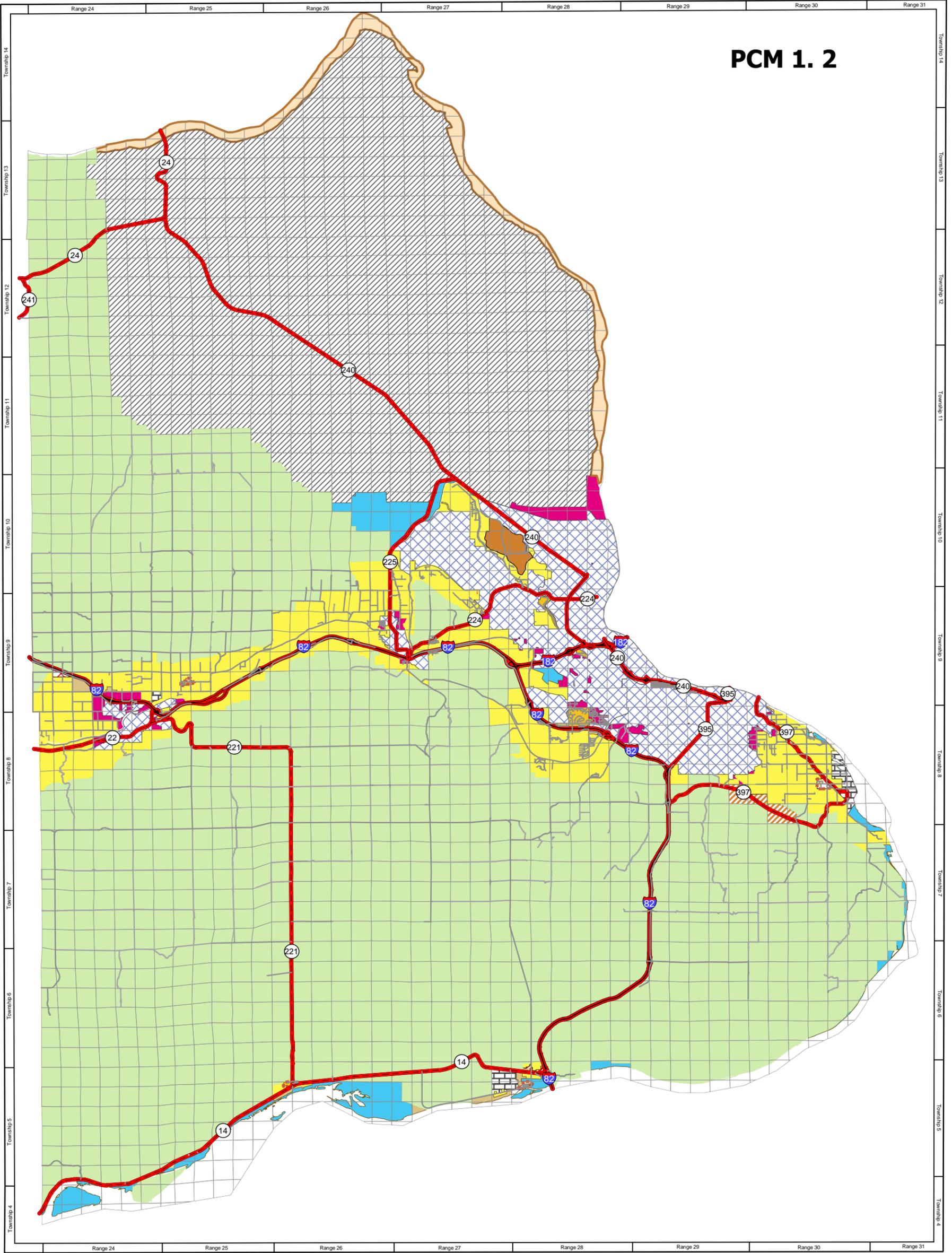
If the Planning Commission finds that the applicant's request is in compliance with the intent of the Benton County Comprehensive Plan and approval of the change of zone is in the public interest, it would appear that grounds exist for approving the zone change. If such findings cannot be made, it would appear that the zone change should be denied.

If the Planning Commission finds that the application from Kennewick Game Farm LLC requesting that the zoning classification of their property be changed from Rural Lands 5 to Heavy Industrial is in compliance with the intent of the Benton County Comprehensive Plan and approval of the change of zone is in the public interest and the Planning Commission decides to recommend approval of the request. Planning Staff recommends that the Planning Commission direct the Planning Department to forward to the Board of County Commissioners an ordinance that will show the following described property zoned as Heavy Industrial and an ordinance be placed on the Board of County Commissioners' meeting agenda for their consideration: "That portion of Section 23, Township 8, Range 30 defined as follows: the Southwest Quarter of the Southeast Quarter of said section, parcel number 1-2380-400-0006-000."

#### **STAFF RECOMMENDATION:**

Staff recommends that the Planning Commission forward to the Board of County Commissioners a recommendation to approve zone change ZC-2016-001.

# PCM 1. 2



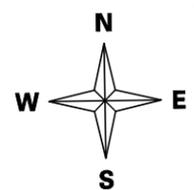
## BENTON COUNTY State of Washington



**Planning Department**  
**LAND USE MAP 4.0**  
 Adopted by Res #'s 2015-516  
 and 2015-517  
 Dated July 21, 2015

### Legend

- |   |                        |   |                         |
|---|------------------------|---|-------------------------|
|  | URBAN GROWTH AREA      |  | GENERAL COMMERCIAL      |
|  | RURAL LANDS 1-3        |  | LIGHT INDUSTRIAL        |
|  | RURAL LANDS 1          |  | HEAVY INDUSTRIAL        |
|  | RURAL LANDS 5          |  | PUBLIC                  |
|  | RURAL LANDS 20         |  | OPEN SPACE CONSERVATION |
|  | COMMUNITY CENTER       |  | GMA AGRICULTURAL        |
|  | COMMUNITY COMMERCIAL   |  | HANFORD                 |
|  | INTERCHANGE COMMERCIAL |  | HANFORD REACH           |



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# PCM 1.3



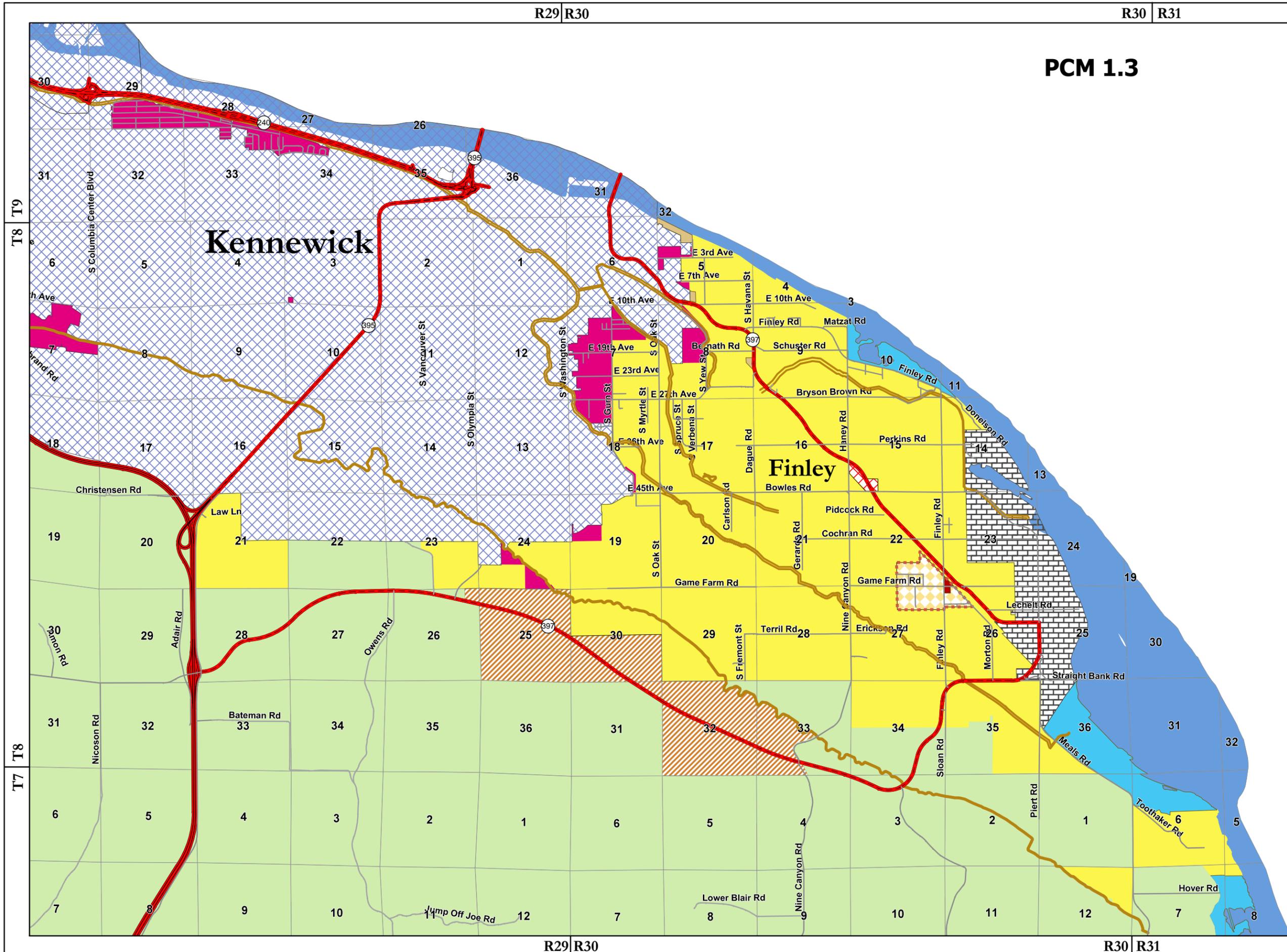
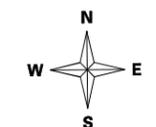
## LAND USE MAP 4.6 KENNEWICK-FINLEY PLANNING AREA

Adopted by Res # 2015-517  
Dated July 21, 2015

### Legend

- City Limits
- URBAN GROWTH AREA
- RURAL LANDS 1-3
- RURAL LANDS 5
- RURAL LANDS 20
- COMMUNITY CENTER
- COMMUNITY COMMERCIAL
- GENERAL COMMERCIAL
- LIGHT INDUSTRIAL
- HEAVY INDUSTRIAL
- GMA AG
- PUBLIC

Dated October 5, 2015





Benton County  
Planning  
Department

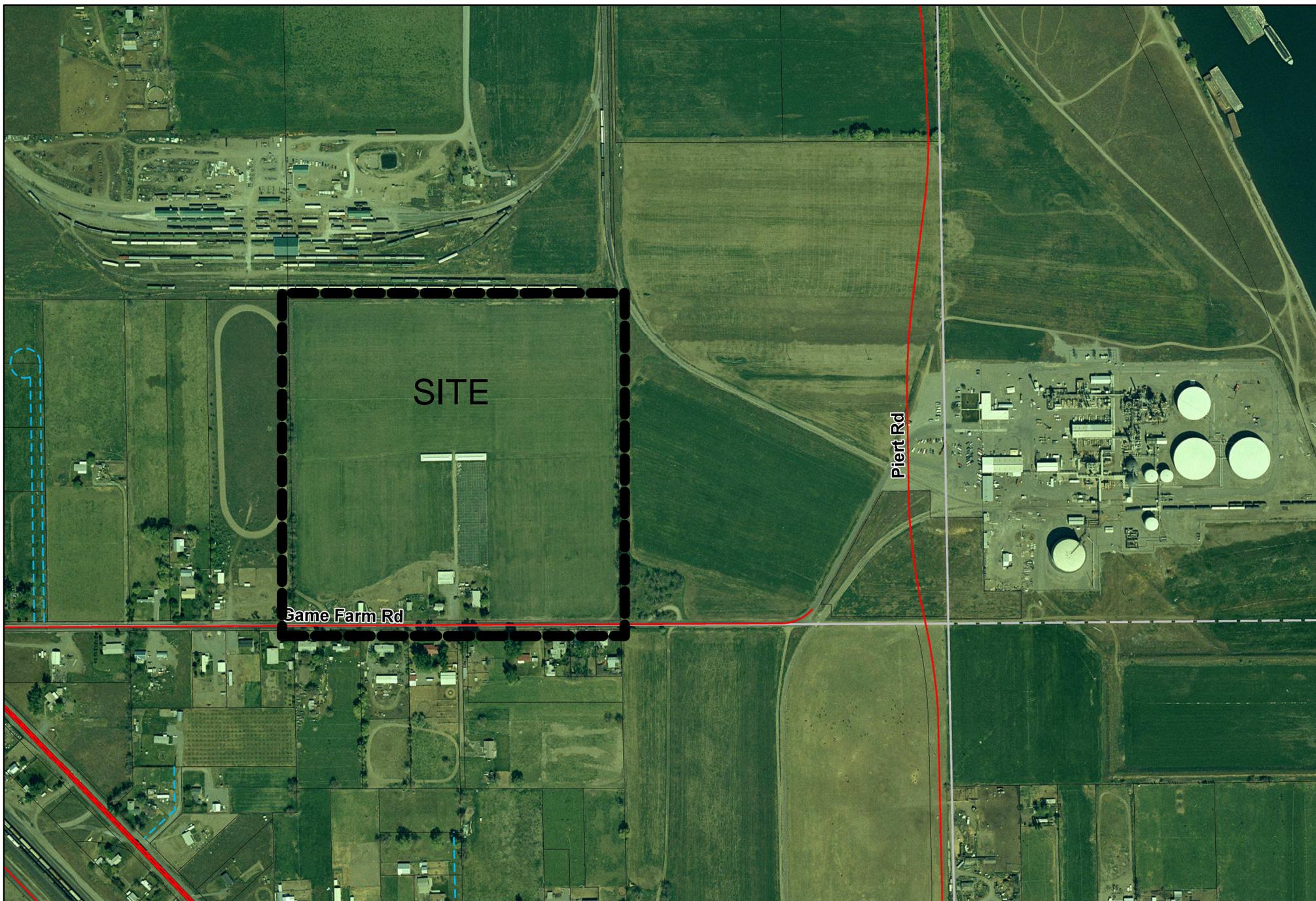
# MAP FOR ZC 2016-001 REQUEST

Map Created: February 16, 2016

Orthophoto Flown: 1998

## PCM 1.4

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Benton County  
Planning  
Department

# MAP FOR ZC 2016-001 REQUEST

Map Created: February 16, 2016  
Orthophoto Flown: 2012

## PCM 1.5

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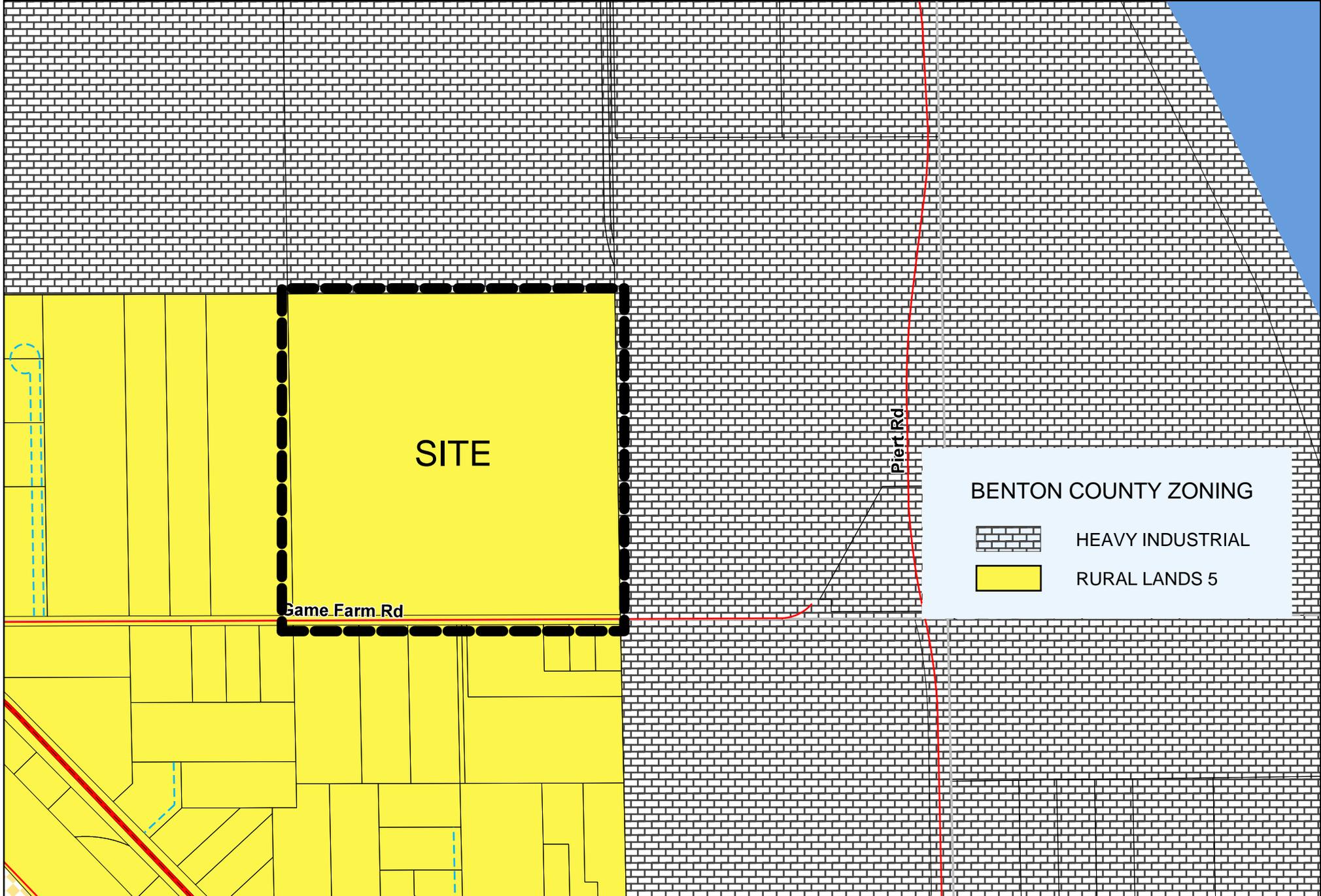


# ZONING MAP FOR CPA 2016-001

Map Created: February 16, 2016

## PCM 1.6

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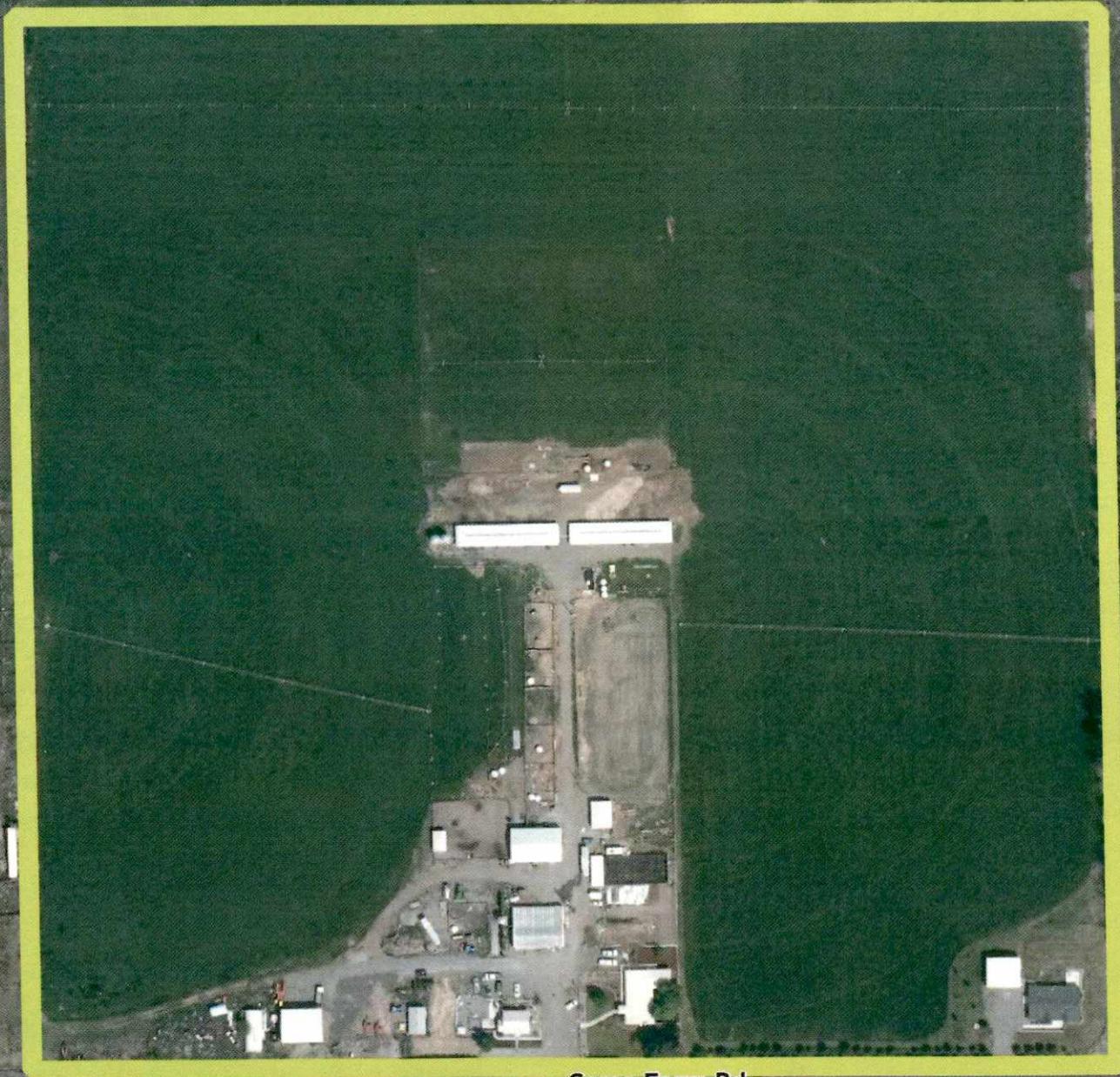


Benton County  
Geographic Information  
Systems Department

**SECTION 23, TOWNSHIP 8 N, RANGE 30 E, W.M.**  
**COMP PLAN AMENDMENT/ZONE CHANGE**  
**#1-2380-400-0006-000**  
**MAP PRINTED: NOVEMBER 30, 2015**

**PCM 1.7**

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



Game Farm Rd

## PCM 1.8

### DETERMINATION OF NON-SIGNIFICANCE

**Description of proposal: CPA 2016-001** - A proposal for a Comprehensive Plan amendment for a change in the land use designation from Rural Lands Five (RL-5) to Heavy Industrial (HI) on a 1.5 acre parcel.

**Proponent** Gene Mercer  
228808 E. Game Farm Road  
Kennewick WA 99337

File No. **EA 2015-030**

**Location of proposal, including street address, if any:** The proposal is located in the Finley rural area, in the Southwest Quarter of Section 23, Township 8 North, Range 30 East, W.M.

**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 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by March 2, 2016.

**Responsible Official:** Michael Shuttleworth

**Position/Title:** Planning Manager

**Address:** P.O. Box 910, Prosser WA 99350

- Email [planning.department@co.benton.wa.us](mailto:planning.department@co.benton.wa.us)
- Phone/Fax: (509)786-5612/(509) 786-5629;

**DATE OF ISSUE:** **February 17, 2016**

**Signature:** /s/ Michael Shuttleworth

**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.  
Columbia Irrigation District  
Department of Transportation  
Washington State Department of Health  
Department of Ecology - Olympia  
Department of Ecology - Yakima

Fire District #1  
Fire Marshal  
Bureau of Land Management  
Department of Fish and Wildlife  
Office of Arch. & Historic Preservation  
Futurewise  
Dept. of Commerce

# 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 PUBLIC HEARING

## PCM 1.9

NOTICE OF HEARINGS before the Benton County Planning Commission, in the matter of County Planning:

Benton County Comprehensive Plan Amendment - File No. CPA 2016-001, a proposal to change the Land Use Designation from Rural Lands 5 Acre to Heavy industrial on a 40 acre parcel. The proposal site is located on at 228812 E. Game Farm Road in the Southwest Quarter of the Southeast Quarter in Section 23, Township 8 North, Range 30 East, W.M., one half mile east of the intersection of Game Farm Road and SR 397. Applicant: Kennewick Game Farm LLC

Zone Change Request – ZC 2016-001, a proposal to change the Land use zoning from Rural Lands 5 to Heavy Industrial on a 40 acre parcel. The proposal site is located on at 228812 E. Game Farm Road in the Southwest Quarter of the Southeast Quarter in Section 23, Township 8 North, Range 30 East, W.M., one half mile east of the intersection of Game Farm Road and SR 397. Applicant: Kennewick Game Farm LLC

Countywide Planning Policies – Amendments are being made to the Benton County Countywide Planning Policies (CWPPs) adopted in February of 1993. The Countywide Planning Policies are written policy statements used solely for establishing a countywide framework from which county and city comprehensive plans are developed and adopted.

NOTICE IS HEREBY GIVEN that public comment will be taken on the above proposals on Tuesday, April 12, 2016 at 7:00 p.m., in the Benton County Planning Annex Hearing Room at 1002 Dudley Avenue in Prosser. CPA 2016-001 & ZC 2016-001 have been reviewed under the requirements of the State Environmental Policy Act (RCW 43.21C) and a Determination of Non-Significance (DNS) was issued on February 17, 2016.

Comments regarding the proposals or the SEPA determination may be made at the above-mentioned hearing, submitted in writing to the Benton County Planning Department; P.O. Box 910, Prosser, WA 99350; Faxed to (509) 786-5629; or sent via the County website at <http://tinyurl.com/CPAresidentfeedback>. Written, faxed, or website comments must be received by 5:00 p.m. on April 11, 2016. Information regarding the proposals or a copy of the DNS may be obtained free of charge by calling the Benton County Planning Department at (509) 736-3086 (from Tri Cities) or 786-5612 (Prosser) or by accessing the website at <http://tinyurl.com/cpadocs>.

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](http://www.co.benton.wa.us) or from the Planning Department.

Dated this 25th day of March 2016.

**Martin Sheeran, Chairman**

Benton County Planning Commission

Michael Shuttleworth, Planning Manager  
Benton County Planning Department

PUBLISH Thursday March 31, 2016

<b>AGENDA ITEM:</b> SPV 2016-002 <b>MTG. DATE:</b> June 7, 2016 <b>MEMO DATE:</b> June 14, 2016 <b>SUBJECT:</b> Short Plat Vacation SPV 2016-002, Mitchell <b>Prepared By:</b> R.J. Lott <b>Reviewed By:</b> Michael Shuttleworth	<b><u>TYPE OF ACTION NEEDED</u></b> Execute Contract Pass Resolution Pass Ordinance Pass Motion <b>X</b> Other	Consent Agenda Public Hearing <b>X</b> 1st Discussion 2nd Discussion Other
--	---	--

### **BACKGROUND INFORMATION**

On April 4, 2005, Short Plat 2864 was recorded, which created 3 Lots. Lot 3 contains a portion of a "T" shaped turnaround. Scott & Alaina Mitchell, owners of Lot 3 of Short Plat 2864, have submitted an application requesting a portion of the turnaround be vacated off of the Short Plat.

Owners of property within 300 feet of the outer perimeter of Short Plat 2864 have been notified, and all owners of the Lots within Short Plat 2864 have signed the short plat vacation application. All concerned agencies such as the Benton County Road Department, Benton County Fire Marshal, the Benton County Building Department, Kennewick Irrigation District, Benton-Franklin Health District and any other utility companies have been notified. The Fire Marshal has commented that he has met with the applicants on site and approves the modified turnaround as long as a fire truck can turn around with one back up motion.

### **SUMMARY**

The Planning Department has received a request for the vacation of a portion of the "T" shaped turnaround easement on Lot 3 on Short Plat 2864. Benton County Code requires the Board of County Commissioners to conduct a public hearing on the proposed vacation and allow for public comments regarding the vacation request. The public hearing notice for application SPV 2016-002 was published on June 2, 2016, and the public hearing is scheduled for June 14, 2016.

### **RECOMMENDATION**

It is the recommendation of the Planning Department that the Board of County Commissioners conducts a public hearing, and based on the testimony received, either approve or deny the request. Based on the information received thus far, the Planning Department does recommend approval of the proposed vacation of a portion of the "T" shaped turnaround on Lot 3 of Short Plat 2864, conditioned that a licensed surveyor provides a legal description of the portion of the turnaround to be vacated and that it meets the Fire Marshal's requirements.

### **MOTION**

The Benton County Planning Dept. recommends the following motion: The Benton County Board of Commissioners approves the vacation a portion of the "T" shaped turnaround on Lot 3 of Short Plat 2864, conditioned that the applicants has a licensed

surveyor provide a legal description of the portion of the turnaround to be vacated and that it meets the Fire Marshal's requirements located on Lot 3 of Short Plat 2864, records of Benton County. The additional information would need to be submitted to the Planning Department within one year of the vacation being conditionally approved or this application would be declared null and void.

WEST TENTH AVE.

S82°35'00"E  
210.29'

S82°35'00"E 210.29'  
180.09'

FOUND 1/2" IRON PIPE  
0.2' NORTH AND 0.2' WEST  
FROM CALCULATED POSITION

PARCEL #  
107 8910 12864001  
TY & THERESA BUCKENDORF  
8217 W. 10th Ave  
KENNEWICK, WA 99336

LOT 1  
[8217]  
GROSS AREA 0.64 ACRES  
NET USABLE AREA 0.46 ACRES

LOT 1  
SP-1649

LOT 2  
SP-2394

PARCEL #  
107 8910 12864002  
HAROLD & JEANNIE HANES  
8221 W. 10th Ave  
KENNEWICK, WA 99336

LOT 2  
[8213]  
GROSS AREA 1.00 ACRES  
NET USABLE AREA 0.51 ACRES

100' RAD.  
SANITARY ESM'T

SCOTT & ALAINA MITCHELL  
PARCEL #  
107 8910 12864003  
8229 W. 10th Ave  
KENNEWICK, WA 99336

LOT 3  
[8209]  
GROSS AREA 0.85 ACRES NET  
USABLE AREA 0.45

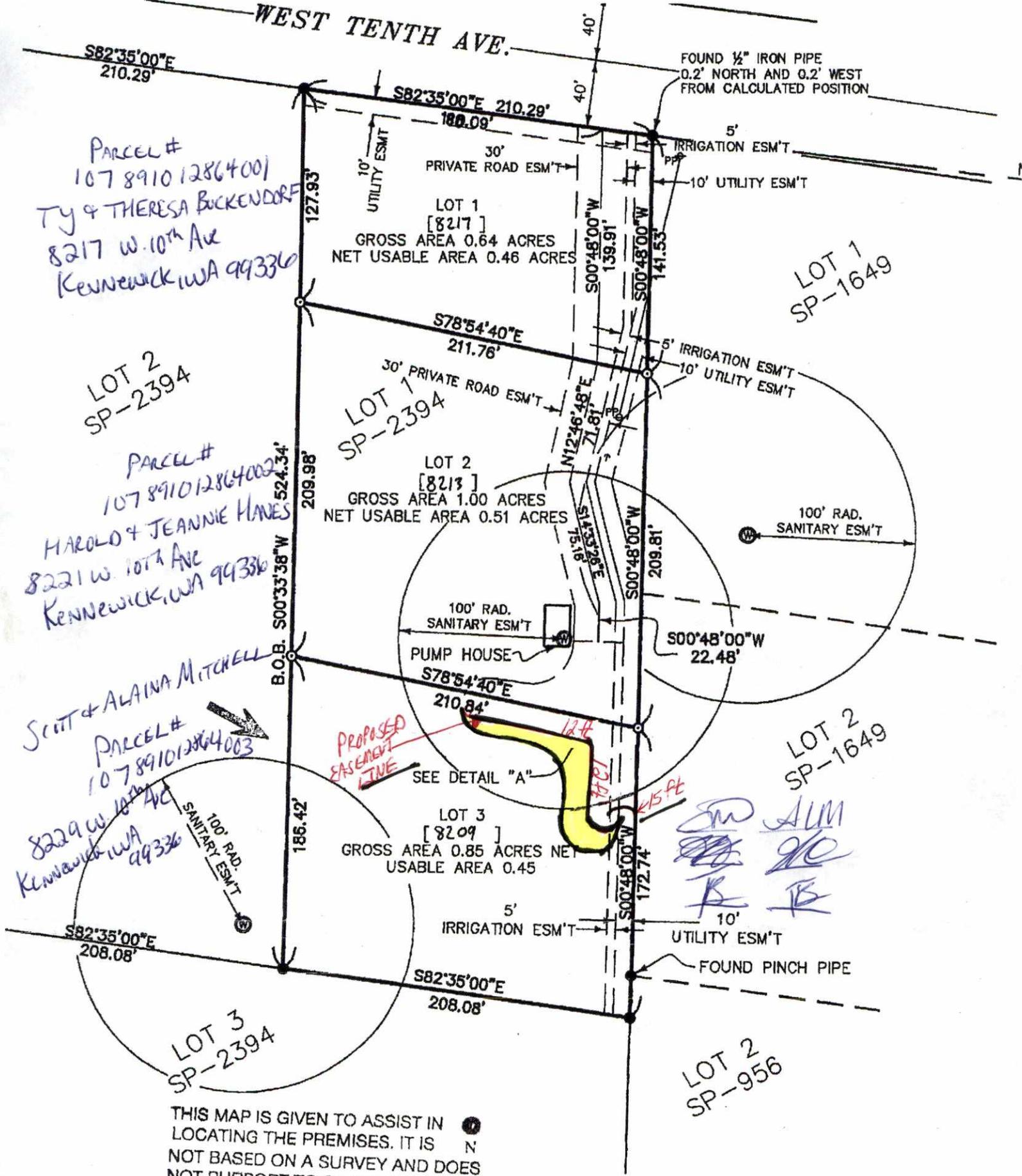
LOT 2  
SP-1649

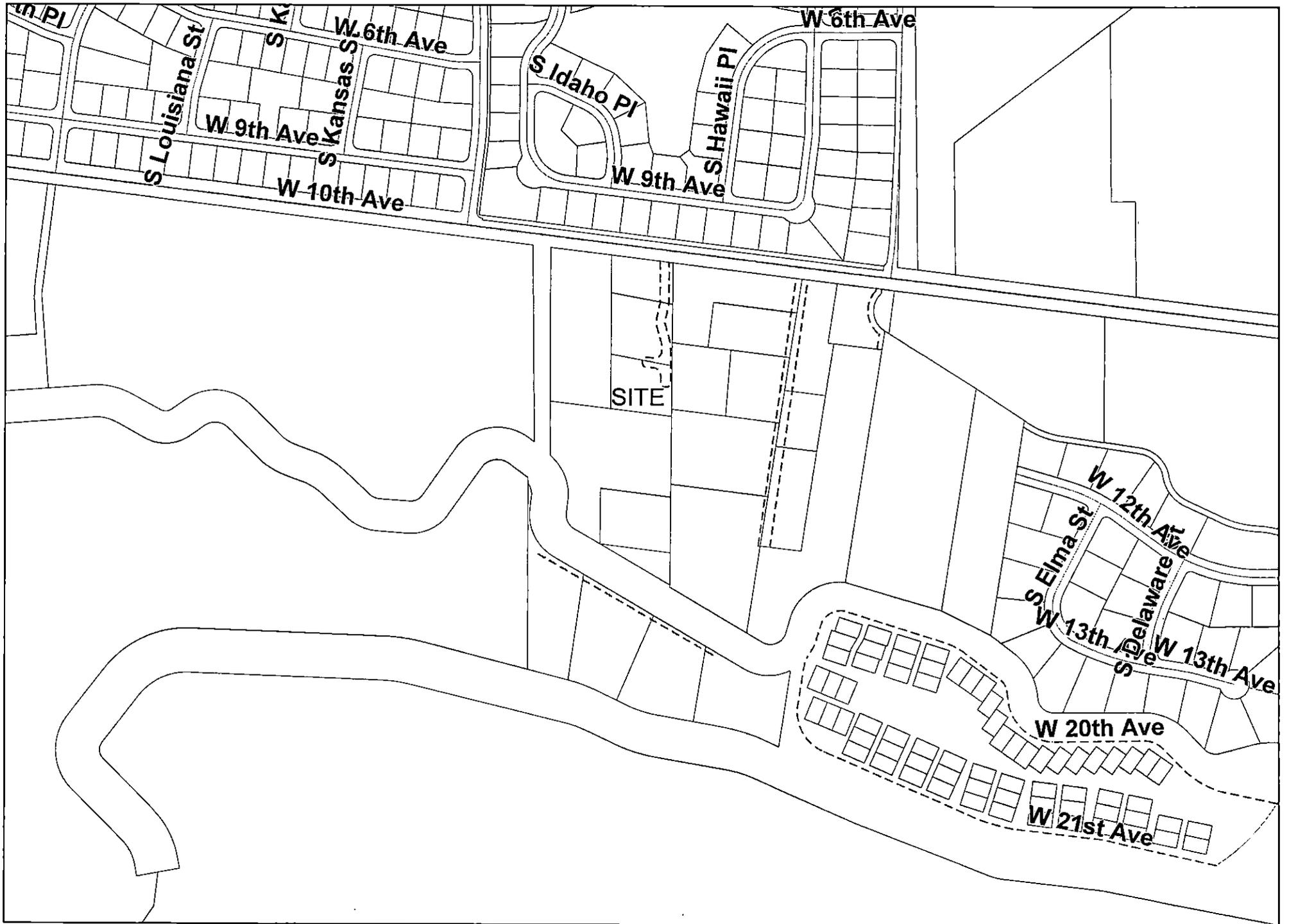
Handwritten signatures and initials: JRM, ALM, JC, B, IB

LOT 3  
SP-2394

LOT 2  
SP-956

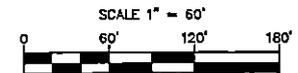
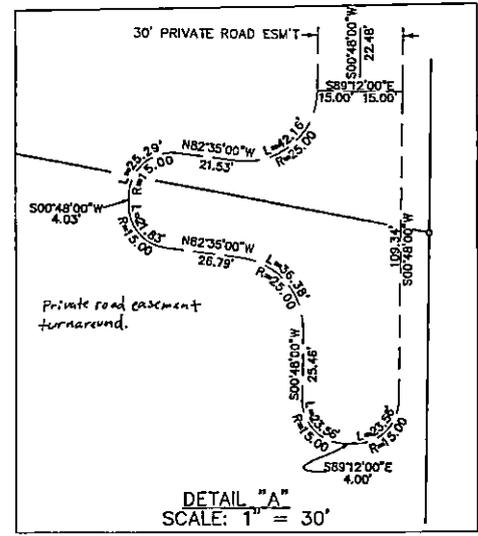
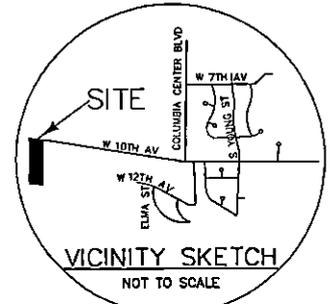
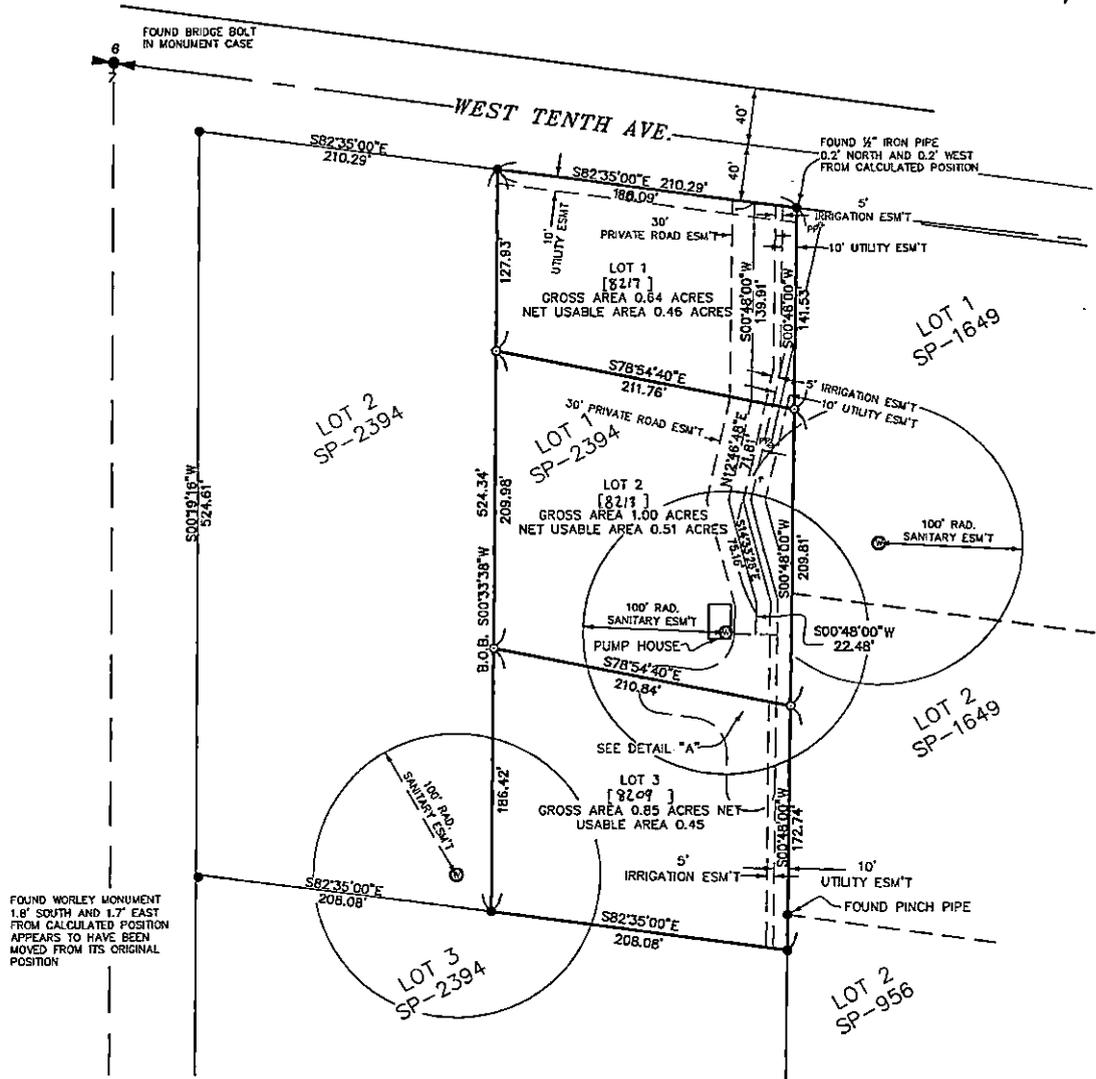
THIS MAP IS GIVEN TO ASSIST IN LOCATING THE PREMISES. IT IS NOT BASED ON A SURVEY AND DOES NOT PURPORT TO SHOW ALL HIGHWAYS, ROADS OR EASEMENTS AFFECTING THE PROPERTY, THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, IN DIMENSIONS AND LOCATIONS





# SHORT PLAT NO. 2864

N.W.1/4 OF THE N.E.1/4, SEC. 7, T.8 N., R.29 E., W.M.  
BENTON COUNTY, WASHINGTON



- LEGEND**
- = SET 5/8" REBAR W/ YELLOW PLASTIC CAP MARKED "STRATTON 14120"
  - = FOUND WORLEY MONUMENT OR AS INDICATED
  - B.O.B. = BASIS OF BEARING
  - [###] = ADDRESSES
  - PP = POWER POLE
  - ⊙ = GUY ANCHOR
  - ⊕ = WELL

SCALE 1" = 60'  
BASIS OF BEARING  
SHORT PLAT 2394  
EQUIPMENT USED  
TOPCON HIPER RTK GPS

**SURVEYOR'S CERTIFICATE**  
I, ROBERT H. STRATTON, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS AN ACTUAL FIELD SURVEY CONDUCTED BY ME, IN CONFORMANCE WITH THE SURVEY RECORDING ACT AND THAT THE CORNERS HAVE BEEN STAKED ON THE GROUND AS SHOWN HEREON AT THE REQUEST OF MARK KNIGHT, AND ALL BEARINGS AND DISTANCES ARE CORRECT.  
3/17/05  
DATE



SURVEY FOR  
**MARK KNIGHT**

INDEX		SEC	T.	R.
7	8	N	29	E

**AUDITOR'S CERTIFICATE**  
FILED FOR RECORD THIS 4 DAY OF APRIL 2005 AT 15 MINUTES PAST 9:00 A.M. AND RECORDED IN VOLUME 1 OF SHORT PLATS PAGE 2864 AT THE REQUEST OF ROBERT H. STRATTON, P.L.S.  
Bobbie Gagner  
BENTON COUNTY AUDITOR FEE NO.  
by: Edna M. Mans  
Deo Aud.

**STRATTON SURVEYING & MAPPING**  
7525 W. DESCHUTES PL. UNIT 10  
KENNEWICK, WA 99336  
(509) 735-7364  
FAX: (509) 735-6560  
stratton@strattonsurvey.com

3466-SPIB.DWG  
DATE: 03/16/2005  
DRAWN BY: AAD

SHT. 1 OF 2  
JOB # 3466

# SHORT PLAT NO. 2864

N.W.1/4 OF THE N.E.1/4, SEC. 7, T.8 N., R.29 E., W.M.  
BENTON COUNTY, WASHINGTON

## OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND SHORT PLATTED INTO LOTS AS SHOWN AND THAT THE EASEMENTS ON THE SHORT PLAT ARE HEREBY GRANTED FOR THE USES AS SHOWN THEREON.

Mark E. Knight Wendy L. Knight  
MARK E. KNIGHT WENDY L. KNIGHT

BANNER BANK

David M. Budge Senior Vice President 2/18/05  
SIGNATURE TITLE DATE

## ACKNOWLEDGMENT

STATE OF WASHINGTON  
COUNTY OF BENTON

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MARK E. KNIGHT AND WENDY L. KNIGHT, HUSBAND AND WIFE, SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED ON THIS INSTRUMENT.

Antonia J. Johnson July 6, 2007 March 21, 2005  
NOTARY PUBLIC, MY APPOINTMENT EXPIRES DATE



## BANK ACKNOWLEDGMENT

STATE OF WASHINGTON  
COUNTY OF Benton

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT David M. Budge IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE) SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE) WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Senior Vice President OF BANNER BANK TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED ON THIS INSTRUMENT.

DATED: 3-18-05



Renee Cooper  
SIGNATURE

MY APPOINTMENT EXPIRES 4-5-2006

## IRRIGATION

THE PROPERTY DESCRIBED HEREIN IS LOCATED WHOLLY WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT. I HEREBY CERTIFY THAT THE IRRIGATION EASEMENTS AND RIGHT-OF-WAY SHOWN ON THIS SHORT PLAT ARE ADEQUATE TO SERVE THE LOTS LOCATED WITHIN THIS SHORT PLAT WHICH ARE OTHERWISE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT, AND THAT ALL OTHER IRRIGATION DISTRICT REQUIREMENTS AS SPECIFIED BY RCW 58.17.310 HAVE BEEN PAID THROUGH THE YEAR 2005 A.D..

William M. Rose 3/18/05  
KENNEWICK IRRIGATION DISTRICT DATE

## APPROVALS

THE ANNEXED SHORT PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, WASHINGTON.

Tracy A. Mendenhall 2/14/05  
BENTON COUNTY SHORT PLAT ADMINISTRATOR DATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2005.

Diane A. Davidson 4/1/05  
TREASURER, BENTON COUNTY DATE

1-0789-101-2394-001

## DESCRIPTION - DEED

LOT 1, AS DELINEATED ON SHORT PLAT NO. 2394, RECORDED UNDER AUDITOR'S RECORDING NO. 1998-034978, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD AND IN VIEW.

## NOTE

1. THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR THE USE, ACCESS, AND MAINTENANCE BY SHORT PLATTED PROPERTY'S CURRENT UTILITY PROVIDER. SAID UTILITY EASEMENTS ARE FOR THE USE, ACCESS, AND MAINTENANCE OF ELECTRIC POWER, TELEPHONE, CABLE, AND ANY OTHER DEFINED UTILITIES, TO AND OR THROUGH SAID TRACT.
2. ADDRESS NUMBERS [NOTED IN BRACKETS] HAVE BEEN ASSIGNED BY THE CITY OF KENNEWICK AND ARE SUBJECT TO CHANGE.
3. BENTON COUNTY IS NOT RESPONSIBLE FOR CONSTRUCTION AND/OR MAINTENANCE OF ANY PRIVATE ~~ACCESS~~ <sup>ACCESS</sup> EASEMENTS.
4. PRIOR TO THE GRANTING OF A BUILDING OR FACTORY ASSEMBLED STRUCTURE (FAS) PERMIT FOR EACH LOT BY THE COUNTY, THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST COMPLY WITH RCW 90.44.050 REGARDING PUBLIC GROUND WATER. THE APPLICANT FOR A BUILDING OR FAS PERMIT MUST DEMONSTRATE THAT POTABLE WATER IS LEGALLY AVAILABLE BY PRESENTING: (A) EVIDENCE OF A VALID WATER RIGHT PERMIT FROM THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE PROPOSED WELLS FOR EACH LOT; (B) A WATER WELL REPORT FILED AND RECEIVED BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR AN EXEMPTED WELL THAT COMPLIES WITH THE 5,000 GALLON PER DAY EXEMPTION DESCRIBED IN RCW 90.44.050; OR (C) A WRITTEN APPROVAL OF THE WASHINGTON STATE BOARD OF HEALTH THAT A GROUP A OR GROUP B PUBLIC WATER SUPPLY SYSTEM HAS BEEN INSTALLED AND IS AVAILABLE FOR PROVIDING POTABLE WATER TO THE LOT.
5. ALL STRUCTURES MUST BE AT LEAST 25' BACK FROM ALL <sup>PRIVATE ROAD</sup> ~~ACCESS~~ EASEMENTS.
6. NO BUILDING OR F.A.S. OCCUPANCY PERMIT SHALL BE ISSUED UNTIL THE ~~ACCESS~~ <sup>PRIVATE ROAD</sup> EASEMENT HAS BEEN IMPROVED FROM THE COUNTY, CITY OR STATE ROAD TO THE LOT FOR WHICH THE PERMIT IS REQUESTED, TO THE STANDARD PROVIDED IN B.C.C. 3.18.
7. PROPERTY IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHORT PLAT 2394, RECORDED UNDER AUDITOR'S RECORDING NUMBER 1998-039209
8. THE WELL LOCATED ON THE PROPERTY WITHIN THIS SHORT PLAT SHALL BE DEVELOPED INTO A PUBLIC WATER SUPPLY IN ACCORDANCE WITH WAC 248-291. TO SERVE ALL LOTS WITHIN THIS SHORT PLAT.
9. EACH LOT WITHIN THIS SHORT PLAT SHALL BE CONNECTED TO THE CITY OF KENNEWICK'S DOMESTIC WATER SUPPLY AT SUCH TIME AS IT BECOMES AVAILABLE.
10. THE PRIVATE ROAD EASEMENT LOCATED WITHIN THIS SHORT PLAT IS ONLY INTENDED TO SERVE LOTS 1 THROUGH 3.



SURVEY FOR  
**MARK KNIGHT**

## AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 4 DAY OF  
APRIL, 2005 AT 15 MINUTES PAST 9:00  
A.M., AND RECORDED IN VOLUME 1 OF  
SHORT PLATS PAGE 2864 AT THE REQUEST OF  
ROBERT H. STRATTON, P.L.S.  
Abbie Gagner 2005-01031  
BENTON COUNTY AUDITOR FEE NO.  
by Debra M. and Jeff Auld



**STRATTON SURVEYING & MAPPING**  
7525 W. DESCHUTES PL. UNIT 1C  
KENNEWICK, WA 98335  
(509) 735-7354  
FAX: (509) 735-6550  
stratton@strattonsurvey.com

3466-SP1B.DWG	
DATE: 03/16/2005	SHT. 2 OF 2
DRAWN BY: AAD	JOB # 3466

# 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 PUBLIC HEARING

NOTICE IS HEREBY GIVEN that there has been proposed to the Board of County Commissioners, an application (File No. SPV 2016-002) submitted by: Scott & Alaina Mitchell to vacate a portion of the turnaround easement located in the northeast corner of Lot 3 of Short Plat 2864 in the Northeast Quarter of Section 7, Township 8 North, Range 29 East, W.M.

The Board of Commissioners of Benton County, Washington, at a public hearing on June 14, 2016 at 9:00 a.m. in the Commissioners' Meeting Room, Third Floor, Courthouse, Prosser WA will consider said application. At this hearing, the Board of Commissioners may approve, approve with conditions, or disapprove the vacation.

NOTICE IS FURTHER GIVEN that comments concerning the above action will be taken at this time and can be made at the hearing before the Board of County Commissioners at the time and place indicated above, or in writing to the Planning Department, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350 no later than 3:00 p.m. on Monday, June 13, 2016. 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](http://www.co.benton.wa.us) or from the Planning Department.

DATED this 25th day of May 2016.

SHON SMALL, Chairman  
BOARD OF COUNTY COMMISSIONERS

R. J. LOTT, Senior Planner  
BENTON COUNTY PLANNING DEPT.

PUBLISH: JUNE 2, 2016

<p><b>AGENDA ITEM</b>  <b>MTG. DATE:</b> June 14, 2016  <b>SUBJECT:</b> Final Plat of Summit View Ph. 9 &amp; 10 Subdivision SUB 2016-002  <b>MEMO DATE:</b> June 7, 2016  <b>Prepared By:</b> Clark A. Posey  <b>Reviewed By:</b> Clark A. Posey</p>	<p><b><u>TYPE OF ACTION NEEDED</u></b>  Execute Contract  Pass Resolution X  Pass Ordinance  Pass Motion X  Other</p>	<p>Consent Agenda  Public Meeting X  1st Discussion  2nd Discussion  Other</p>
---	---	--

**BACKGROUND INFORMATION**

On August 8, 1990, the Benton County Board of County Commissioners approved the preliminary plat of Summit View, to create 360 lots from 517-acres. The preliminary plat was approved subject to 21 conditions. Those conditions have been completed for the Final Plat of Summit View Phases 9 & 10 and the final plat is being submitted to the Board for their approval and signature.

**SUMMARY**

All the conditions of approval have been satisfied and all signatures have been obtained. The Final Plat of Summit View Phases 9 & 10 is ready for signature by the Chairman of the Board of County Commissioners.

**RECOMMENDATION**

It is the recommendation of the Benton County Planning Department that the Final Plat of Summit View Phases 9 & 10, SUB 2016-002 be approved and the Board sign the attached resolution authorizing the chairman to sign the final plat at a public meeting on June 14, 2016.

**FISCAL IMPACT**

Maintenance of new county roads.

**MOTION**

The Board of County Commissioners approves the Final Plat of Summit View Phases 9 & 10, SUB 2016-002 and the Chairman so indicate by signing the final plat.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: THE FINAL PLAT OF SUMMIT VIEW PHASE 9 & 10 SUB 2016-002 Applicant: Candy Mountain LLC

WHEREAS, on August 8, 1990, the Board of County Commissioners approved the preliminary plat of Summit View - SUB 90-01; and

WHEREAS, On Tuesday, June 14, 2016, in the Commissioners Meeting Room, third floor, Courthouse, Prosser, Washington at a public meeting, the Board of County Commissioners considered the final plat of Summit View Phases 9 & 10 - SUB 2016-002; and,

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed final plat of Summit View Phases 9 & 10 - SUB 2016-002 and has obtained all required signatures; and

WHEREAS, it appears to be in the publics best interest to approve said final plat of Summit View Phases 9 & 10 - SUB 2016-002, NOW THEREFORE,

BE IT RESOLVED that the Summit View Phases 9 & 10 - SUB 2016-002 is approved and the Chairman so indicate by signing the plat.

Dated this 14th day of June 2016.

\_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

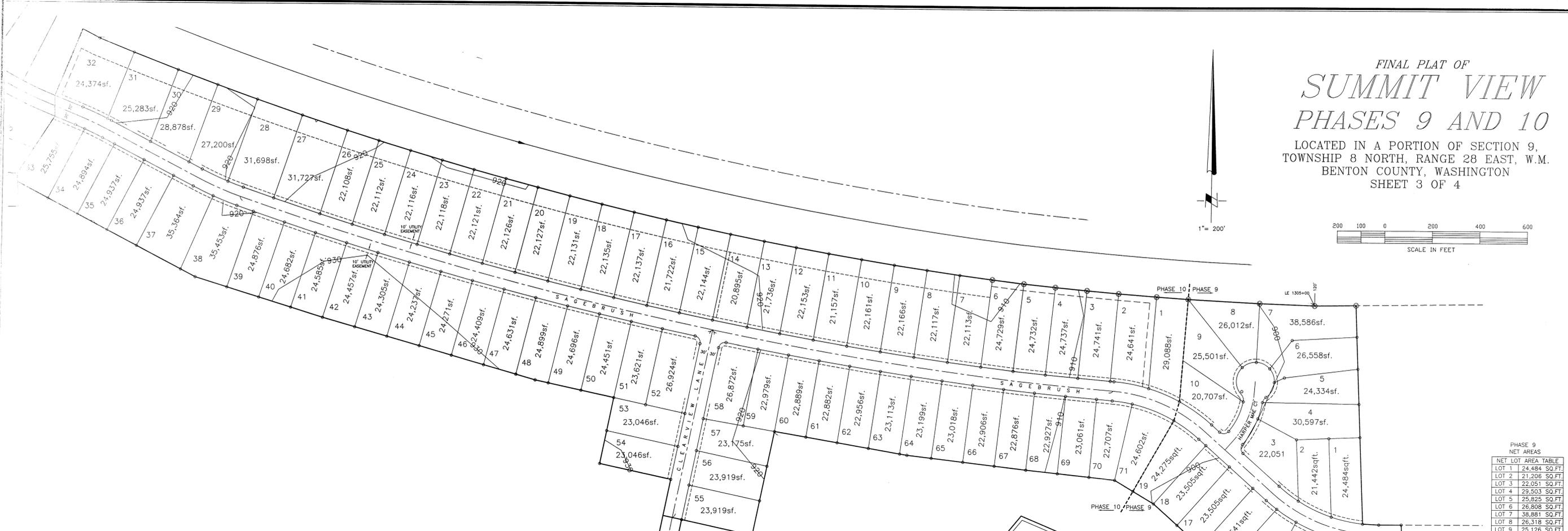
Constituting the Board of County  
Commissioners of Benton County  
Washington.

Attest.....  
Clerk of the Board



FINAL PLAT OF  
**SUMMIT VIEW**  
 PHASES 9 AND 10

LOCATED IN A PORTION OF SECTION 9,  
 TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.  
 BENTON COUNTY, WASHINGTON  
 SHEET 3 OF 4



PHASE 9  
NET AREAS

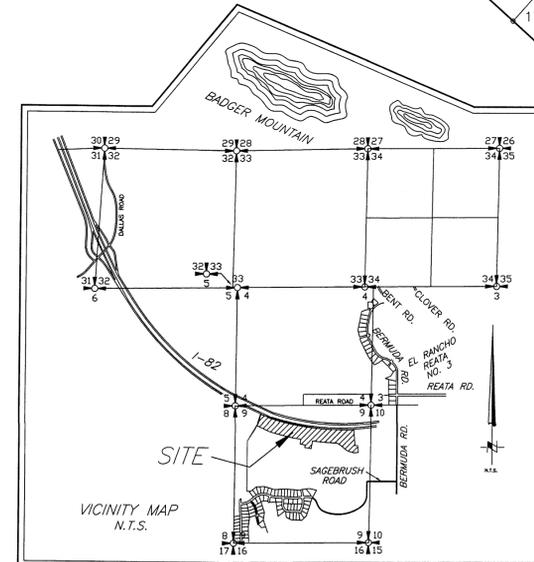
LOT	NET AREA
1	24,484 SQ.FT.
2	21,206 SQ.FT.
3	22,051 SQ.FT.
4	29,503 SQ.FT.
5	25,825 SQ.FT.
6	26,808 SQ.FT.
7	38,881 SQ.FT.
8	26,318 SQ.FT.
9	25,126 SQ.FT.
10	21,660 SQ.FT.
11	22,793 SQ.FT.
12	24,700 SQ.FT.
13	25,445 SQ.FT.
14	24,723 SQ.FT.
15	25,437 SQ.FT.
16	23,541 SQ.FT.
17	23,505 SQ.FT.
18	23,505 SQ.FT.
19	24,275 SQ.FT.

PHASE 10  
NET AREAS

LOT	NET AREA
1	29,088 SQ.FT.
2	24,641 SQ.FT.
3	24,741 SQ.FT.
4	24,737 SQ.FT.
5	24,732 SQ.FT.
6	24,729 SQ.FT.
7	22,113 SQ.FT.
8	22,117 SQ.FT.
9	22,166 SQ.FT.
10	22,161 SQ.FT.
11	22,157 SQ.FT.
12	22,153 SQ.FT.
13	21,736 SQ.FT.
14	20,895 SQ.FT.
15	22,144 SQ.FT.
16	21,722 SQ.FT.
17	22,137 SQ.FT.
18	22,135 SQ.FT.
19	22,131 SQ.FT.
20	22,127 SQ.FT.
21	22,126 SQ.FT.
22	22,121 SQ.FT.
23	22,118 SQ.FT.
24	22,112 SQ.FT.
25	22,108 SQ.FT.
26	22,108 SQ.FT.
27	31,727 SQ.FT.
28	28,878 SQ.FT.
29	27,200 SQ.FT.
30	25,283 SQ.FT.
31	24,374 SQ.FT.
32	24,937 SQ.FT.
33	25,755 SQ.FT.
34	24,894 SQ.FT.
35	24,937 SQ.FT.
36	24,937 SQ.FT.
37	24,937 SQ.FT.
38	24,937 SQ.FT.
39	24,937 SQ.FT.
40	24,937 SQ.FT.
41	24,937 SQ.FT.
42	24,937 SQ.FT.
43	24,937 SQ.FT.
44	24,937 SQ.FT.
45	24,937 SQ.FT.
46	24,937 SQ.FT.
47	24,937 SQ.FT.
48	24,937 SQ.FT.
49	24,937 SQ.FT.
50	24,937 SQ.FT.
51	24,937 SQ.FT.
52	24,937 SQ.FT.
53	24,937 SQ.FT.
54	24,937 SQ.FT.
55	24,937 SQ.FT.
56	24,937 SQ.FT.
57	24,937 SQ.FT.
58	24,937 SQ.FT.
59	24,937 SQ.FT.
60	24,937 SQ.FT.
61	24,937 SQ.FT.
62	24,937 SQ.FT.
63	24,937 SQ.FT.
64	24,937 SQ.FT.
65	24,937 SQ.FT.
66	24,937 SQ.FT.
67	24,937 SQ.FT.
68	24,937 SQ.FT.
69	24,937 SQ.FT.
70	24,937 SQ.FT.
71	24,937 SQ.FT.

PHASE 10  
NET AREAS

LOT	NET AREA
37	33,364 SQ.FT.
38	35,453 SQ.FT.
39	24,876 SQ.FT.
40	24,682 SQ.FT.
41	24,585 SQ.FT.
42	24,457 SQ.FT.
43	24,305 SQ.FT.
44	24,237 SQ.FT.
45	24,271 SQ.FT.
46	24,409 SQ.FT.
47	24,631 SQ.FT.
48	24,899 SQ.FT.
49	24,696 SQ.FT.
50	24,451 SQ.FT.
51	23,621 SQ.FT.
52	26,924 SQ.FT.
53	23,046 SQ.FT.
54	23,046 SQ.FT.
55	23,919 SQ.FT.
56	23,919 SQ.FT.
57	23,175 SQ.FT.
58	26,872 SQ.FT.
59	22,979 SQ.FT.
60	22,889 SQ.FT.
61	22,882 SQ.FT.
62	22,956 SQ.FT.
63	23,113 SQ.FT.
64	23,199 SQ.FT.
65	23,018 SQ.FT.
66	22,906 SQ.FT.
67	22,876 SQ.FT.
68	22,927 SQ.FT.
69	23,061 SQ.FT.
70	22,707 SQ.FT.
71	24,602 SQ.FT.



**SLOPES**  
 NO SLOPES OVER 15% WERE FOUND FOR THIS PLAT.

**OWNERS' CERTIFICATE/DEDICATION**

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE TRACT OF LAND DESCRIBED HEREON; HAVE GIVEN OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AND ROADS AS SHOWN HEREON FOR THE USES SHOWN THEREON; DO HEREBY GRANT ALL EASEMENTS SHOWN HEREON TO THE PUBLIC; AND TO HEREBY WAIVE ON BEHALF OF OURSELVES AND OUR SUCCESSORS IN INTEREST, ALL CLAIMS FOR DAMAGES AGAINST BENTON COUNTY AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY OCCUR ON THE ADJACENT TO SUCH DEDICATED ROAD RIGHT OF WAYS BY THE ESTABLISHED CONSTRUCTION, CHAINAGE AND MAINTENANCE OF SAID DEDICATED ROAD RIGHT-OF-WAYS.

KIRK BATHUN, AUTHORIZED REPRESENTATIVE OF TRI-CITY DEVELOPMENT CORPORATION

**ACKNOWLEDGMENT**

STATE OF WASHINGTON } S.S.  
 COUNTY OF BENTON }  
 I, KIRK BATHUN, SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE LEGAL INTEREST OF TRI-CITY DEVELOPMENT CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.  
 DATED: \_\_\_\_\_ NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
 TITLE: \_\_\_\_\_  
 MY APPOINTMENT EXPIRES: \_\_\_\_\_

**BENTON COUNTY APPROVALS**

THE ANNEXED PLAT IS HEREBY APPROVED BY AND FOR THE COUNTY OF BENTON, STATE OF WASHINGTON.

BENTON COUNTY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_  
 CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS \_\_\_\_\_ DATE \_\_\_\_\_  
 CHAIRMAN, BENTON COUNTY PLANNING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

**UTILITY APPROVALS**

THE UTILITY EASEMENTS SHOWN HEREON ARE APPROVED BY THE UTILITIES:  
 BENTON P.U.D. NO. 1 \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
 FRONTIER COMMUNICATIONS \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
 CHARIS COMMUNICATIONS \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
 SUMMIT VIEW WATER WORKS \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**SURVEYOR'S CERTIFICATE**

I, JOHN A. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 21384) HEREBY CERTIFY THAT THE PLAT OF SUMMIT VIEW, PHASES 9 AND 10, AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.



JOHN A. BAALMAN  
 CERTIFICATE #21384  
 DATE \_\_\_\_\_

**TREASURER'S CERTIFICATE**

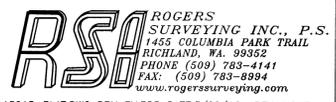
I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20\_\_\_\_.

BENTON COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_  
 BENTON COUNTY ASSESSOR \_\_\_\_\_ DATE \_\_\_\_\_

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD AT THE REQUEST OF TRI CITY DEVELOPMENT, LLC; RECORDED IN VOLUME \_\_\_\_\_ OF PLATS,  
 PAGE \_\_\_\_\_, RECORDS OF BENTON COUNTY, WASHINGTON, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., THIS  
 DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

BENTON COUNTY AUDITOR \_\_\_\_\_ FEE NUMBER \_\_\_\_\_





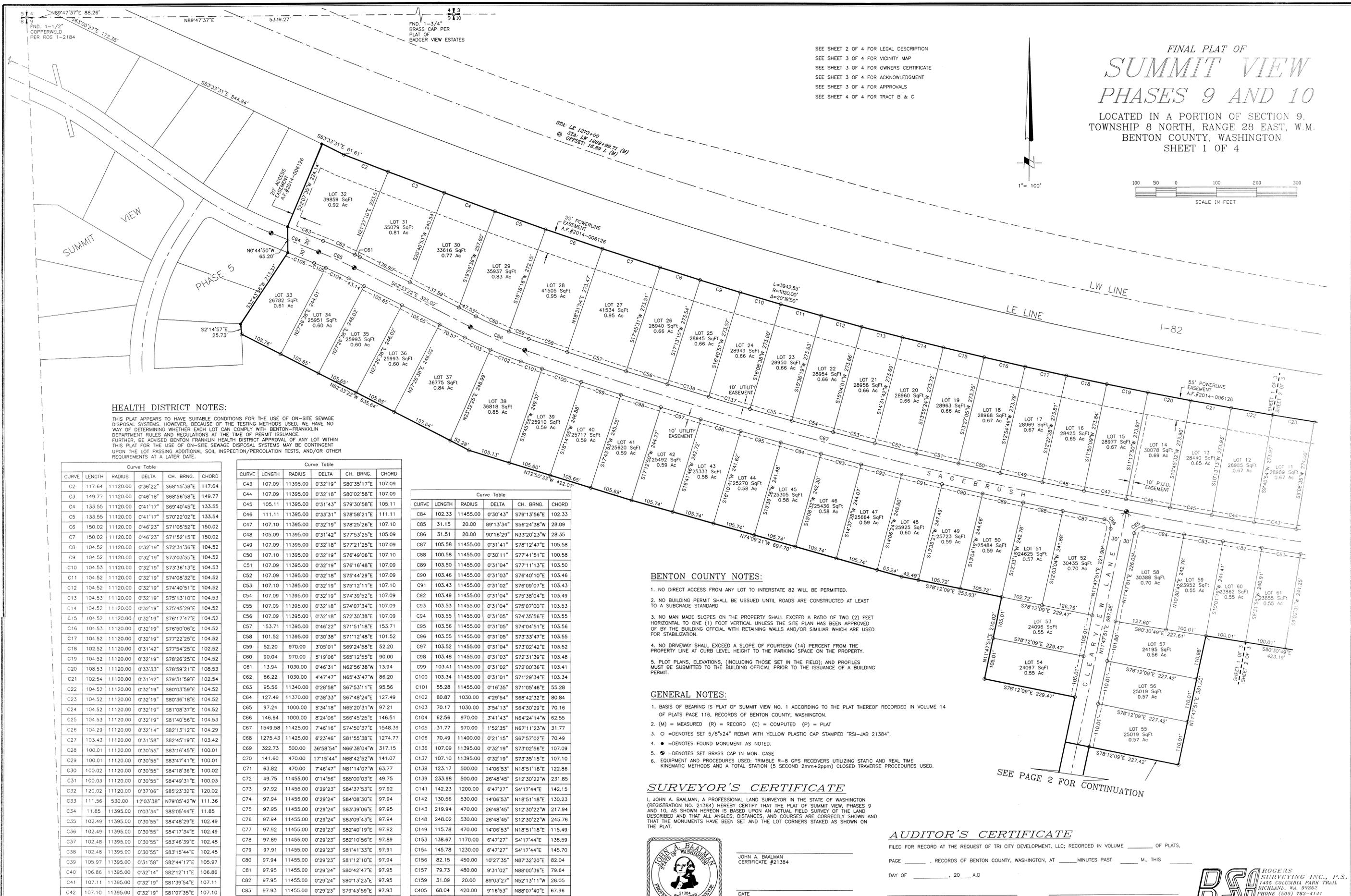
FINAL PLAT OF  
**SUMMIT VIEW**  
PHASES 9 AND 10

LOCATED IN A PORTION OF SECTION 9,  
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.  
BENTON COUNTY, WASHINGTON  
SHEET 1 OF 4

1" = 100'



SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION  
SEE SHEET 3 OF 4 FOR VICINITY MAP  
SEE SHEET 3 OF 4 FOR OWNERS CERTIFICATE  
SEE SHEET 3 OF 4 FOR ACKNOWLEDGMENT  
SEE SHEET 3 OF 4 FOR APPROVALS  
SEE SHEET 4 OF 4 FOR TRACT B & C



**HEALTH DISTRICT NOTES:**

THIS PLAT APPEARS TO HAVE SUITABLE CONDITIONS FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS. HOWEVER, BECAUSE OF THE TESTING METHODS USED, WE HAVE NO WAY OF DETERMINING WHETHER EACH LOT CAN COMPLY WITH BENTON-FRANKLIN DEPARTMENT RULES AND REGULATIONS AT THE TIME OF PERMIT ISSUANCE. FURTHER, BE ADVISED BENTON-FRANKLIN HEALTH DISTRICT APPROVAL OF ANY LOT WITHIN THIS PLAT FOR THE USE OF ON-SITE SEWAGE DISPOSAL SYSTEMS MAY BE CONTINGENT UPON THE LOT PASSING ADDITIONAL SOIL INSPECTION/PERCOLATION TESTS, AND/OR OTHER REQUIREMENTS AT A LATER DATE.

**BENTON COUNTY NOTES:**

- NO DIRECT ACCESS FROM ANY LOT TO INTERSTATE 82 WILL BE PERMITTED.
- NO BUILDING PERMIT SHALL BE ISSUED UNTIL ROADS ARE CONSTRUCTED AT LEAST TO A SUBGRADE STANDARD.
- NO MAN MADE SLOPES ON THE PROPERTY SHALL EXCEED A RATIO OF TWO (2) FEET HORIZONTAL TO ONE (1) FOOT VERTICAL UNLESS THE SITE PLAN HAS BEEN APPROVED OF BY THE BUILDING OFFICIAL WITH RETAINING WALLS AND/OR SIMILAR WHICH ARE USED FOR STABILIZATION.
- NO DRIVEWAY SHALL EXCEED A SLOPE OF FOURTEEN (14) PERCENT FROM THE PROPERTY LINE AT CURB LEVEL HEIGHT TO THE PARKING SPACE ON THE PROPERTY.
- PLOT PLANS, ELEVATIONS, (INCLUDING THOSE SET IN THE FIELD); AND PROFILES MUST BE SUBMITTED TO THE BUILDING OFFICIAL PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

**GENERAL NOTES:**

- BASIS OF BEARING IS PLAT OF SUMMIT VIEW NO. 1 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 14 OF PLATS PAGE 116, RECORDS OF BENTON COUNTY, WASHINGTON.
- (M) = MEASURED (R) = RECORD (C) = COMPUTED (P) = PLAT
- DENOTES SET 5/8"x24" REBAR WITH YELLOW PLASTIC CAP STAMPED "RSI-JAB 21384".
- DENOTES FOUND MONUMENT AS NOTED.
- ⊙ DENOTES SET BRASS CAP IN MON. CASE
- EQUIPMENT AND PROCEDURES USED: TRIMBLE R-8 GPS RECEIVERS UTILIZING STATIC AND REAL TIME KINEMATIC METHODS AND A TOTAL STATION (5 SECOND 2mm+2ppm) CLOSED TRAVERSE PROCEDURES USED.

**SURVEYOR'S CERTIFICATE**

I, JOHN A. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 21384) HEREBY CERTIFY THAT THE PLAT OF SUMMIT VIEW, PHASES 9 AND 10, AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.



JOHN A. BAALMAN  
CERTIFICATE #21384

DATE

**AUDITOR'S CERTIFICATE**

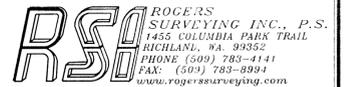
FILED FOR RECORD AT THE REQUEST OF TRI CITY DEVELOPMENT, LLC; RECORDED IN VOLUME \_\_\_\_\_ OF PLATS.

PAGE \_\_\_\_\_, RECORDS OF BENTON COUNTY, WASHINGTON, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ M., THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 20\_\_ A.D.

BENTON COUNTY AUDITOR

FEE NUMBER



CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C2	117.64	11120.00	0°36'22"	S68°15'38"E	117.64
C3	149.77	11120.00	0°46'18"	S68°56'58"E	149.77
C4	133.55	11120.00	0°41'17"	S69°40'45"E	133.55
C5	133.55	11120.00	0°41'17"	S70°22'02"E	133.54
C6	150.02	11120.00	0°46'23"	S71°05'52"E	150.02
C7	150.02	11120.00	0°46'23"	S71°52'15"E	150.02
C8	104.52	11120.00	0°32'19"	S72°31'36"E	104.52
C9	104.52	11120.00	0°32'19"	S73°03'55"E	104.52
C10	104.53	11120.00	0°32'19"	S73°36'13"E	104.53
C11	104.52	11120.00	0°32'19"	S74°08'32"E	104.52
C12	104.52	11120.00	0°32'19"	S74°40'51"E	104.52
C13	104.53	11120.00	0°32'19"	S75°13'10"E	104.53
C14	104.52	11120.00	0°32'19"	S75°45'29"E	104.52
C15	104.52	11120.00	0°32'19"	S76°17'47"E	104.52
C16	104.53	11120.00	0°32'19"	S76°50'06"E	104.52
C17	104.52	11120.00	0°32'19"	S77°22'25"E	104.52
C18	102.52	11120.00	0°31'42"	S77°54'25"E	102.52
C19	104.52	11120.00	0°32'19"	S78°26'25"E	104.52
C20	108.53	11120.00	0°33'33"	S78°59'21"E	108.53
C21	102.54	11120.00	0°31'42"	S79°31'59"E	102.54
C22	104.52	11120.00	0°32'19"	S80°03'59"E	104.52
C23	104.52	11120.00	0°32'19"	S80°36'18"E	104.52
C24	104.52	11120.00	0°32'19"	S81°08'37"E	104.52
C25	104.53	11120.00	0°32'19"	S81°40'56"E	104.53
C26	104.29	11120.00	0°32'14"	S82°13'12"E	104.29
C27	103.43	11120.00	0°31'58"	S82°45'19"E	103.42
C28	100.01	11120.00	0°30'55"	S83°16'45"E	100.01
C29	100.01	11120.00	0°30'55"	S83°47'41"E	100.01
C30	100.02	11120.00	0°30'55"	S84°18'36"E	100.02
C31	100.03	11120.00	0°30'55"	S84°49'31"E	100.03
C32	120.02	11120.00	0°37'06"	S85°23'32"E	120.02
C33	111.56	530.00	12°03'38"	N79°05'42"W	111.36
C34	11.85	11395.00	0°03'34"	S85°05'44"E	11.85
C35	102.49	11395.00	0°30'55"	S84°48'29"E	102.49
C36	102.49	11395.00	0°30'55"	S84°17'34"E	102.49
C37	102.48	11395.00	0°30'55"	S83°46'39"E	102.48
C38	102.48	11395.00	0°30'55"	S83°15'44"E	102.48
C39	105.97	11395.00	0°31'58"	S82°44'17"E	105.97
C40	106.86	11395.00	0°32'14"	S82°12'11"E	106.86
C41	107.11	11395.00	0°32'19"	S81°39'54"E	107.11
C42	107.10	11395.00	0°32'19"	S81°07'35"E	107.10

CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C43	107.09	11395.00	0°32'19"	S80°35'17"E	107.09
C44	107.09	11395.00	0°32'18"	S80°02'58"E	107.09
C45	105.11	11395.00	0°31'43"	S79°30'58"E	105.11
C46	111.11	11395.00	0°33'31"	S78°58'21"E	111.11
C47	107.10	11395.00	0°32'19"	S78°25'26"E	107.10
C48	105.09	11395.00	0°31'42"	S77°53'25"E	105.09
C49	107.09	11395.00	0°32'18"	S77°21'25"E	107.09
C50	107.10	11395.00	0°32'19"	S76°49'06"E	107.10
C51	107.09	11395.00	0°32'19"	S76°16'48"E	107.09
C52	107.09	11395.00	0°32'18"	S75°44'29"E	107.09
C53	107.10	11395.00	0°32'19"	S75°12'11"E	107.10
C54	107.09	11395.00	0°32'19"	S74°39'52"E	107.09
C55	107.09	11395.00	0°32'19"	S74°07'34"E	107.09
C56	107.09	11395.00	0°32'18"	S73°30'38"E	107.09
C57	153.71	11395.00	0°46'22"	S71°51'18"E	153.71
C58	101.52	11395.00	0°32'19"	S71°12'48"E	101.52
C59	52.20	970.00	3°05'01"	S69°24'58"E	52.20
C60	90.04	970.00	5°19'06"	S65°12'55"E	90.00
C61	13.94	1030.00	0°46'31"	N62°56'38"W	13.94
C62	86.22	1030.00	4°47'47"	N65°43'47"W	86.20
C63	95.56	11340.00	0°28'58"	S67°53'11"E	95.56
C64	127.49	11370.00	0°38'33"	S67°48'24"E	127.49
C65	97.24	1000.00	5°34'18"	N65°20'31"W	97.21
C66	146.84	1000.00	8°24'06"	S66°45'25"E	146.51
C67	1549.58	11425.00	7°46'16"	S74°50'37"E	1548.39
C68	1275.43	11425.00	6°23'46"	S81°55'38"E	1274.77
C69	322.73	500.00	36°58'54"	N66°38'04"W	317.15
C70	141.60	470.00	17°15'44"	N68°42'52"W	141.07
C71	63.82	470.00	7°46'47"	N81°14'07"W	63.77
C72	49.75	11455.00	0°14'56"	S85°00'03"E	49.75
C73	97.92	11455.00	0°29'23"	S84°37'53"E	97.92
C74	97.94	11455.00	0°29'24"	S84°08'30"E	97.94
C75	97.95	11455.00	0°29'24"	S83°39'06"E	97.95
C76	97.94	11455.00	0°29'24"	S83°09'43"E	97.94
C77	97.92	11455.00	0°29'23"	S82°40'19"E	97.92
C78	97.89	11455.00	0°29'23"	S82°10'56"E	97.89
C79	97.91	11455.00	0°29'23"	S81°41'33"E	97.91
C80	97.94	11455.00	0°29'23"	S81°12'10"E	97.94
C81	97.95	11455.00	0°29'24"	S80°42'47"E	97.95
C82	97.95	11455.00	0°29'24"	S80°13'23"E	97.95
C83	97.93	11455.00	0°29'23"	S79°43'59"E	97.93

CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C84	102.33	11455.00	0°30'43"	S79°13'56"E	102.33
C85	31.15	20.00	89°13'34"	S56°24'38"W	28.09
C86	31.51	20.00	90°16'29"	N33°20'23"W	28.35
C87	105.58	11455.00	0°31'41"	S78°12'47"E	105.58
C88	100.58	11455.00	0°30'11"	S77°41'51"E	100.58
C89	103.50	11455.00	0°31'04"	S77°11'13"E	103.50
C90	103.46	11455.00	0°31'03"	S76°40'10"E	103.46
C91	103.43	11455.00	0°31'02"	S76°09'07"E	103.43
C92	103.49	11455.00	0°31'04"	S75°38'04"E	103.49
C93	103.53	11455.00	0°31'04"	S75°07'00"E	103.53
C94	103.55	11455.00	0°31'05"	S74°35'56"E	103.55
C95	103.56	11455.00	0°31'05"	S74°04'51"E	103.56
C96	103.55	11455.00	0°31'05"	S73°33'47"E	103.55
C97	103.52	11455.00	0°31'04"	S73°02'42"E	103.52
C98	103.48	11455.00	0°31'03"	S72°31'39"E	103.48
C99	103.41	11455.00	0°31'02"	S72°00'36"E	103.41
C100	103.34	11455.00	0°31'01"	S71°29'34"E	103.34
C101	55.28	11455.00	0°16'35"	S71°05'46"E	55.28
C102	80.87	1030.00	4°29'54"	S68°42'32"E	80.84
C103	70.17	1030.00	3°54'13"	S64°30'29"E	70.16
C104	62.56	970.00	3°41'43"	N64°24'14"W	62.55
C105	31.77	970.00	1°52'35"	N67°11'23"W	31.77
C106	70.49	11400.00	0°21'15"	S67°57'02"E	70.49
C136	107.09	11395.00	0°32'19"	S73°02'56"E	107.09
C137	107.10	11395.00	0°32'19"	S73°35'15"E	107.10
C138	123.17	500.00	14°06'53"	N18°51'18"E	122.86
C139	233.98	500.00	26°48'45"	S12°30'22"W	231.85
C141	142.23	1200.00	6°47'27"	S4°17'44"E	142.15
C142	130.56	530.00	14°06'53"	N18°51'18"E	130.23
C143	219.94	470.00	26°48'45"	S12°30'22"W	217.94
C148	248.02	530.00	26°48'45"	S12°30'22"W	245.76
C149	115.78	470.00	14°06'53"	N18°51'18"E	115.49
C153	138.67	1170.00	6°47'27"	S4°17'44"E	138.59
C154	145.78	1230.00	6°47'27"	S4°17'44"E	145.70
C156	82.15	450.00	10°27'35"	N87°32'20"E	82.04
C157	79.73	480.00	9°31'02"	N88°00'36"E	79.64
C159	31.09	20.00	89°03'27"	N52°13'11"W	28.05
C405	68.04	420.00	9°16'53"	N88°07'40"E	67.96
C406	31.83	20.00	91°10'42"	N37°53'53"E	28.57

## Road Department Annual Report

***The Benton County Road Department strives to provide the highest quality roadway infrastructure to the public through prudent use of resources, technology, innovation and teamwork.***

The Benton County Road Department is responsible for the overall design, construction and maintenance of the County Road system. Through the ER&R Division the Department is also responsible for the maintenance and repair of the County's fleet of vehicles. The Department currently has 42 employees and a Biennial operating budget of over \$37 million. The Department is divided into several divisions, each responsible for one or more of the major functions the Department performs.

### Major Functions

- Road maintenance
- Signs and Markings
- Road design and construction
- Traffic and Engineering Services
- Asset Management, Maintenance Management and GIS
- Fleet maintenance
- Pits and quarries
- Solid waste program
- Administration

### Road Maintenance

The Road Maintenance Division is responsible for the maintenance of approximately 860 miles of roadway. Of that 605 miles are hard surfaced and 255 miles are gravel. The Division consists of 16 road maintenance workers and 2 road superintendents. Seasonal employees are added on an as needed basis. The Division operates from two main facilities, one in Prosser and the other in Kennewick. Annual maintenance activities include:

#### Summer:

- Blading and rock raking of gravel roads
- Power broom paved roads
- Mowing for weed control
- Pothole and edge patching
- Spot spraying for weed control

- Catch basin and drywell cleanout

**Fall:**

- Blading and rock raking of gravel roads
- Power broom paved roads and street sweeping in curbed areas
- Brush and tree trimming
- Weed burning
- Culvert cleaning
- Road side ditch and shoulder repair
- Pre-emergent herbicide application
- Spot Spraying for weed control
- Mowing for weed control
- Crack sealing (contract)

**Winter:**

- Snow and ice control
- Blading and rock raking of gravel roads (weather permitting)
- Weed burning
- Culvert cleaning
- Road side ditch and shoulder repair

**Spring:**

- Blading and rock raking of gravel roads
- Power broom paved roads and street sweeping, curb areas and bridge decks
- Mowing for weed control
- Pothole and edge patching
- Pre-emergent herbicide application
- Shoulder repairs
- Crack sealing (contract)
- Chip Seal (contract)

**Special Activities (Year Around):**

- Bridge repair
- Dead animal removal
- Litter Clean-up
- Guardrail repair
- Emergency repairs and miscellaneous critical issues

## 2015 Regular Maintenance Accomplishments

Activity	Prosser	Kennewick	Total	Unit
Pre-Level , Overlay	503.49	21.15	524.64	tons
Patching	104.47	122.71	227.18	tons
Blading - Irrigated	1258	2826.9	4084.9	miles
Blading - Dry	1425	1131.1	2556.1	miles
Gravel Rock Haul	5505	6757.5	12262.5	cubic yards
Shouldering	286.89	151.93	438.82	shoulder miles
Gravel Rock Rake	1514	614.4	2128.4	pass miles
Ditch Cleaning	10.36	92.19	102.55	ditch miles
Culvert Cleaning	7	27	34	each
Storm Water Control	51	124.5	175.5	hours
Guardrail Repair	488	54	542	feet
Snow & Ice Control	573	624	1197	hours
Snow Chemical Application	60	97.67	157.67	hours
Snow Preparation	137	108	245	hours
Street Cleaning	107.13	278.52	385.65	miles
Vegetation Spraying - Red	203.3	334.2	537.5	acres
Vegetation Spraying - Green	215.2	276.6	491.8	acres
Vegetation Spraying - Blue	0	41.9	41.9	acres
Vegetation Spraying - Spot	228	150.6	378.6	acres
Vegetation Burning	448	459	907	hours
Mowing	1056	345.1	1401.1	pass miles
Brush Cutting	1798.5	813.5	2612	hours
Littler Clean up	192.5	261.5	454	hours

## Signs and Markings

The Signs and Marking Division consist of 1 full time employee and 1 part time employee. They are responsible for fabrication, installation and maintenance of 5850 signs. The Division also oversees the annual pavement marking contract and makes repairs to markings on an as needed basis.

## Road Design and Construction

The Road Design and Construction division consists of 7 full time employees including a two person survey crew. The division typically manages over 3 million dollars of capital construction projects annually. Projects are primarily designed in the spring and summer, bid in the fall, and constructed in winter and spring to avoid conflicts with adjoining land uses (primarily farming). Road construction projects are funded from several sources including federal and state grant programs and local tax dollars. On average state and federal grants make up 75% of the capital

improvement program. The remainder comes from local property taxes, the County's share of the Motor Vehicle Fuel Tax and the County Road Improvement Matching Program (CRIMP) which is funded by a payment in lieu of tax from the Department of Energy.

The Division prepares the Six Year Transportation Improvement Plan for the County as well as the One Year Road Program. Both of these documents are necessary in order to be eligible for State and Federal grant programs.

### **Traffic and Engineering Services**

The traffic and engineering services division handles all traffic and roadway related issues that come into the department. Additionally they review and approves all land use applications that impact the County Road system. These include short plats, long plats, road construction plans, road approach permits and utility crossing permits. This division consists of 2 full time staff. These staff members work closely with the planning and building departments to process land development and building permits. The division on average reviews 250 road approaches, 17 short plats, 4 long plats and 5 subdivision construction drawings annually.

### **Asset Management, Maintenance Management and GIS**

The Road Department is responsible to catalog and maintain all of its roadways and appurtenances (signs, culverts, drains, drywells, etc). Currently the Department utilizes a program called Mobility, which is provided free of charge from the County Road Administration Board (CRAB).

Starting in July the Road Department will add one full time staff person who's focus will be to gather and compile information on the road system for inclusion in the County's GIS system. The Road Department goal is to track assets such as bridges, culverts, catch basins and road right of way in the GIS system rather than just in the Mobility software. The staff person assigned to this roll will work directly with the GIS Department to get the relevant data into the system and in a format useable to the Department and the general public.

Maintenance management is the practice of evaluating ongoing activities in the Department to ensure we are operating at the most efficient level possible. Labor, equipment and material usage are monitored at a highly detailed level and a cost per unit of work is established for each activity performed. As adjustments are made to how the work is done (number of people assigned, type of equipment used, etc) it can be readily seen what the impact to the cost to perform the work is. This information is used when determining staffing levels and equipment needs for the department.

### **Fleet Maintenance (ER&R)**

The Fleet Maintenance division is responsible for the upkeep and maintenance of all Road Department equipment as well as numerous vehicles for other County Departments and several neighboring agencies. Currently the division services and maintains 350 vehicles and pieces of

equipment. The division is based in two locations, one in Kennewick and one in Prosser. There are 5 full time mechanics in order to meet the needs of the County. One of the major focuses for the division is preventative maintenance. The division has set a goal that 80% of vehicles will have issues corrected as part of its preventative maintenance program before they become a breakdown.

The Fleet Maintenance division is also responsible for maintaining road materials inventories. The Division purchases certain materials in bulk and stock piles them to be used, and paid for, incrementally by the Road Maintenance division.

### **Pits and Quarries**

The Road Department owns or leases 10 gravel pits for the production of a majority of the crushed rock aggregate it uses in its regular maintenance activities and some construction projects. The Department currently has 268,644 cubic yards of gravel on hand. Operating its own pits allows the Department to obtain needed materials at a significantly lower price than purchasing from commercial facilities. Pits and Quarries are managed by the ER&R division with assistance from Road Department administration.

### **Solid Waste Program**

The solid waste division focuses on reducing waste that enters regional landfills. To accomplish this the division administers programs that collect recyclable materials at the various County facilities and collects hazardous waste typically generated by normal households before it is mixed in with regular trash.

Annually the program collects approximately 7.5 tons of paper and 0.25 tons of bottles and cans from the various County Departments who participate. That's 125 trees and enough energy saved to power an average home for a year.

In order to remove household hazardous waste from the normal waste stream the division has historically hosted collection events. The events are held in population centers (Kennewick, Richland, Prosser) on an annual or bi-annual basis. In order to better serve the public need for this service the division is in the process of opening a permanent collection facility within the City of Kennewick. This facility would be open on a regular basis to allow residents to drop off waste more frequently rather than hold on to it for a collection event.

### **Administration**

The Administration Division consists of 4 full time employees and provides accounting, payroll, purchasing and general support services.

### **2015 Major Accomplishments**

Completed new Kennewick ER&R and Road Maintenance Facility

**Completed Road Projects:**

Antinori Road Phase II – 1 mile

Nine Canyon Road Phase I – 3 miles

**Major Maintenance Activities:**

Bituminous Surface Treatment (Chip Seal) – 63 Miles

Roadway Crack Sealing – 128 miles

Roadway Striping – 415 miles

**Current Projects**

Design and Construction

Sellards Road Phase 1 – This project reconstructed a portion of Sellards Road beginning at SR 221 and going 2 miles east. The construction was completed in April and the project is currently in close out.

Nine Canyon Road Phase 2 – This project reconstructed a portion of Nine Canyon Road beginning at Mills Road and going to Beck Road. Construction was completed in May and the project is currently in close out.

Tyrell Road Phase 1 – This project is reconstructing a portion of Tyrel Road from Plymouth Road and going 2 miles west, converting it from a gravel road to a paved road. The project is expected to begin work in May and be completed by July.

Kennewick Annex Parking Lot Retrofit – Providing design and bidding assistance to add a connection from the upper parking area to the lower parking area to facilitate better flow in and out of the facility.

Victoria Street Drain Improvements – Upgrading existing storm drain facilities and adding improved drainage areas to reduce the likelihood of flooding on a portion of this roadway during heavy rain events.

Prosser to Grandview Bik Path Improvements – Improving a 0.6 mile section of the existing pathway by leveling surrounding terrain, adding weed barrier adjacent to the pathway, improving the parking area at the County line and adding a rest bench.

Meal Road Pavement Repair – Remove and replace approximately 400 feet of roadway where adjacent trees have caused significant damage to the pavement. Project include long term mitigation for the tree root systems to reduce the likelihood of future damage.

Sage Brush Road Guardrail – Install approximately 400 feet of guardrail along Sage Brush Road 1650 feet east of Bermuda Road.

Badger Mountain West Trail Head Improvements – Providing design and bidding assistance to improve the existing gravel access roadway to a hard surface road, add additional area to the gravel parking lot and add a new concrete pad to support additional restrooms. Project is expected to be complete by the end of May.

Higgins Field Parking Improvements – Adding additional gravel parking to the miniature aircraft field in Horn Rapids Park. Construction is expected to be complete in May.

Sheriff Department Shooting Range – Preliminary design and cost estimating for proposed shooting range adjacent to the Rattlesnake Mountain shooting facility.

Moderate Risk Waste Facility – The solid waste division is purchasing the old road maintenance shop on Ely Street and converting it to a facility that will collect house hold hazardous waste (low level waste) and prepare it for transport to a disposal facility. The permanent facility will replace the current practice of annual collection events and allow more frequent access to the public for this service. The project is currently being designed by HDR Inc of Pasco WA.

### **Administrative**

Sign inventory update – Adding all in field signs to the mobility software and changing the way signs are tracked. A new naming convention has been devised that is consistent with the type of sign. The old convention was difficult for people who were not intimately familiar with it to know what items they were looking for.

Development Standards – Creating a comprehensive set of standard drawings and specifications for the construction of new roads and other public infrastructure by private developers.

Web Mapping – Develop an online mapping tool that contains all of the data public works utilizes on a daily basis. Work closely with the county's GIS Department to ensure our data is accessible through their system.

### **Goals for 2016**

Continue development of better interdepartmental cooperation

Update policies and procedures

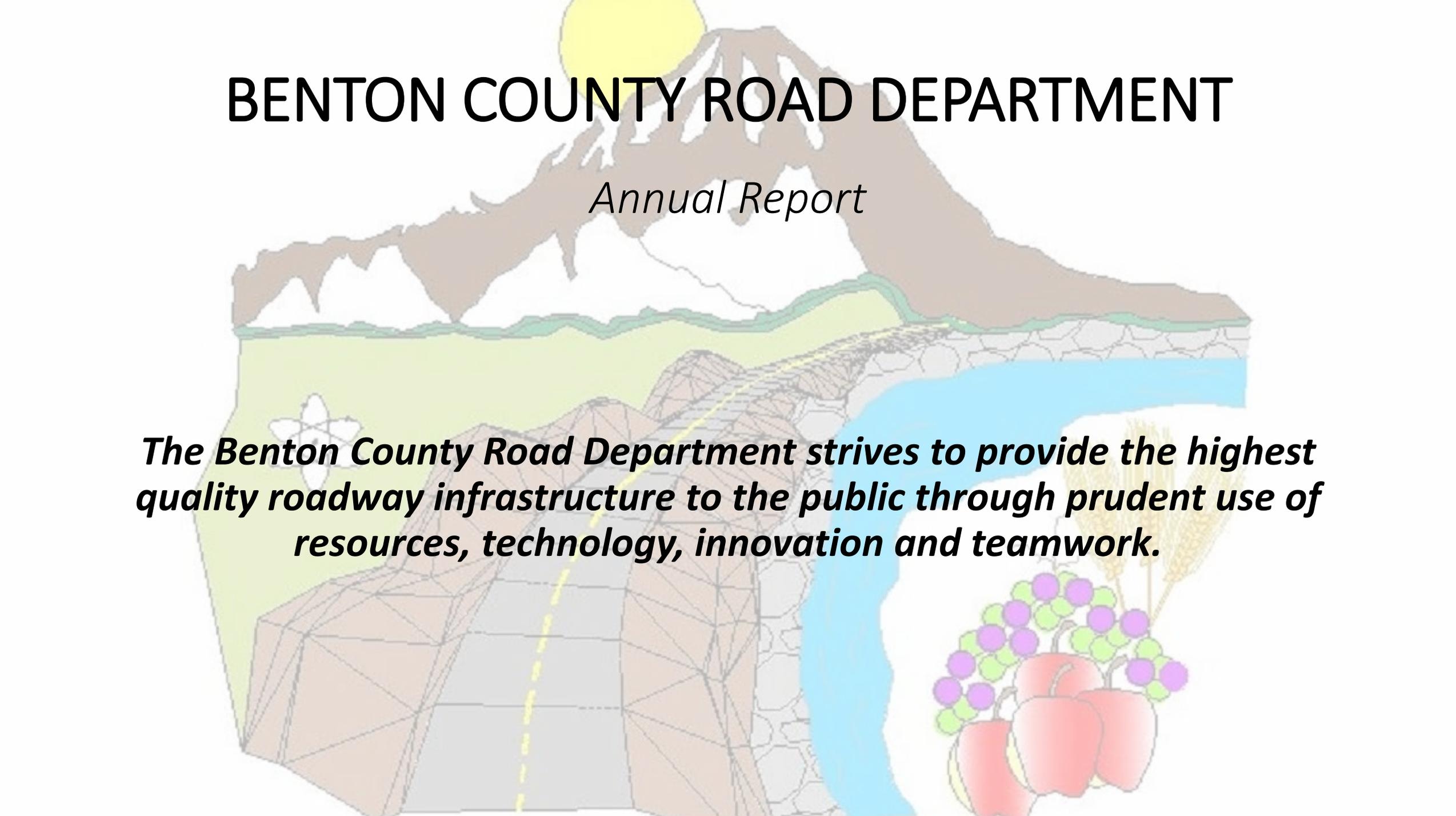
Overhaul current filing system (digital and paper)

Complete design and solicit bids for Moderate Risk Waste Facility

Develop succession plan for department to address upcoming retirements

Develop long term staff development plan for employee retention and growth within the organization

# BENTON COUNTY ROAD DEPARTMENT



## *Annual Report*

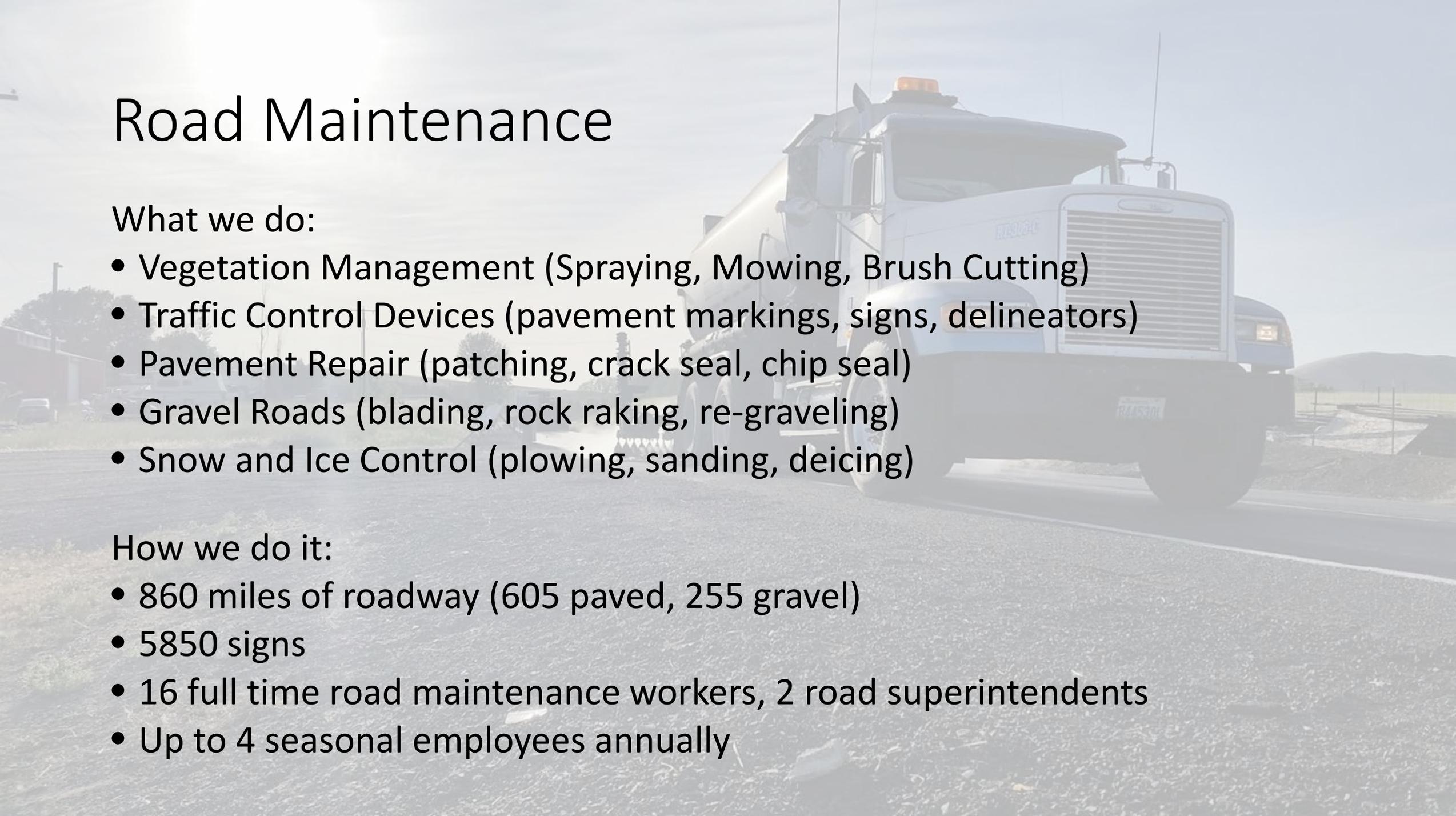
***The Benton County Road Department strives to provide the highest quality roadway infrastructure to the public through prudent use of resources, technology, innovation and teamwork.***

# Major Functions

- Road Maintenance
- Design and Construction Management
- Development and Permitting
- Fleet Maintenance
- Asset & Maintenance Management
- Pits and quarries
- Solid Waste Program



# Road Maintenance



## What we do:

- Vegetation Management (Spraying, Mowing, Brush Cutting)
- Traffic Control Devices (pavement markings, signs, delineators)
- Pavement Repair (patching, crack seal, chip seal)
- Gravel Roads (blading, rock raking, re-graveling)
- Snow and Ice Control (plowing, sanding, deicing)

## How we do it:

- 860 miles of roadway (605 paved, 255 gravel)
- 5850 signs
- 16 full time road maintenance workers, 2 road superintendents
- Up to 4 seasonal employees annually

# Road Maintenance

<b>Activity</b>	<b>Quantity</b>	<b>Unit</b>
Patching	752	Tons
Blading	6,605	Pass Miles
Rock Hauling	12,263	Cubic Yards
Rock Raking	2,128	Pass Miles
Ditch Cleaning	103	Miles
Snow & Ice Control	1,600	Hours
Street Sweeping	386	Miles
Vegetation Spraying	1,450	Acres
Vegetation Burning	907	Hours
Mowing	1,401	Miles
Brush Cutting/Tree Trimming	2,612	Hours
Litter Cleanup	454	Hours

# Design and Construction Management



What we do:

- New roadway design and construction
- Major roadway maintenance
- Right of way acquisition and management

How we do it:

- \$3 million average annual expenditures
- 75% of expenditures are from state and federal grants
- 7 full time employees

# Design and Construction Management



## Accomplishments:

- 5 major capital projects completed (\$3.4 Million value)
- Complete revision of County Standard Plans
- 26 bridges inspected
- Implemented GPS surveying equipment

# Development and Permitting

## What we do:

- Review of all residential and commercial development that impacts the County Road system

## How we do it:

- 24 Subdivisions Reviewed (Short Plats & Long Plats)
- 275 Road Approach Permits Issued
- 55 Utility Crossing Permits Issued
- 2 Full Time Employees

### KEYED CONSTRUCTION NOTES:

- 1 STA: 5+31.73 (14.93' LT) - REMOVE EXTG CAP END AND CONNECT TO EXTG 6" WL.
- 2 STA: 4+03.62 (10.00' RT) - INSTALL (1) 8" FL TEE W/TB, (2) 8" FL x MJ GATE VALVES, (1) 6" REDUCER.
- 3 STA: 2+67.62 (10.00' RT) - INSTALL (1) 8" FL TEE W/TB, (2) 8" FL x MJ GATE VALVES, (1) 8" FLG COUPLING ADAPTOR.
- 4 1" WATER SERVICE AND METER (TYP). PER CITY OF KENNEWICK STANDARD DETAILS 4-27 AND 4-29.
- 5 STA: 5+16.73 (14.93' LT) - INSTALL (1) 6" MJ 45° BEND W/TB.
- 6 STA: 4+91.80 (10.00' RT) - INSTALL (1) 6" MJ 45° BEND W/TB.
- 7 TYPE III BARRICADE SEE SIGNAGE & DRY UTILITY PLAN.
- 8 STA: 2+14.11 (10.00' RT) - INSTALL (1) 8" x 6" FL x MJ TEE, (1) 8" CAP END W/TB, (1) 6" FL x MJ VALVE.
- 9 4" SANITARY SEWER LATERAL (TYP). PER CITY OF KENNEWICK STANDARD DETAILS 3-6 AND 3-7.
- 10 SEE SIGNAGE & DRY UTILITY PLAN FOR SIGN LOCATIONS AND DETAILS.
- 11 STA: 5+32.63 (10.00' LT) - END ASPHALT TAPER.
- 12 STA: 5+01.63 (14.00' LT) - BEGIN ASPHALT TAPER.

# Fleet Maintenance (ER&R)

What we do:

- Maintenance and Repair of all County vehicles and heavy equipment
- Maintain vehicles for 4 outside public agencies
- Control inventory for road department (sand, salt, aggregate, signs)

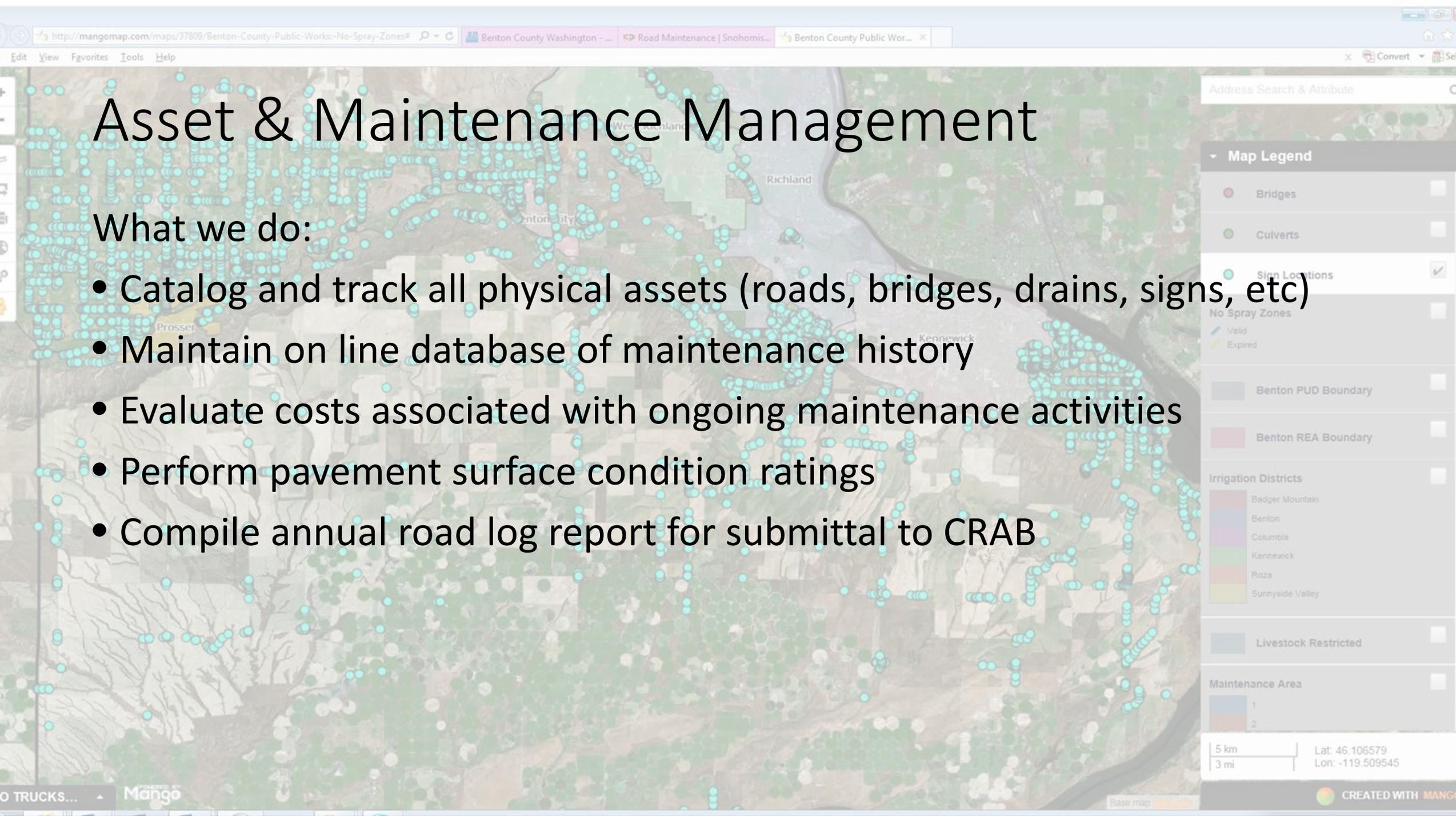
How we do it:

- 349 Vehicles and pieces of equipment currently being maintained
- 170 vehicles in the replacement program
- 80% of issues addressed in preventative maintenance
- 2 service locations (Prosser and Kennewick)
- 5 full time mechanics

# Asset & Maintenance Management

What we do:

- Catalog and track all physical assets (roads, bridges, drains, signs, etc)
- Maintain on line database of maintenance history
- Evaluate costs associated with ongoing maintenance activities
- Perform pavement surface condition ratings
- Compile annual road log report for submittal to CRAB



# Pits and Quarries

An aerial photograph of a large-scale aggregate processing facility. In the foreground, a yellow Komatsu wheel loader is positioned next to a conveyor belt system that is dumping material into a large stockpile. To the left, there are several large white storage tanks and a white trailer. In the background, a large conveyor belt structure spans across the site, and a massive pile of aggregate material is visible on the right side. The overall scene is industrial and set in a dry, open landscape.

What we do:

- Maintain aggregate inventory for maintenance operations and local and state funded capital projects

How we do it:

- 10 Stock Pile Sites
- 8 active mines
- 268,644 cubic yards of aggregate on hand

# Solid Waste Program

What we do:

- Administration of Coordinated Prevention Grant (CPG) from Department of Ecology
- Manages House Hold Hazardous Waste collection program
- Manages recycling program (paper, bottles, cans) for County offices

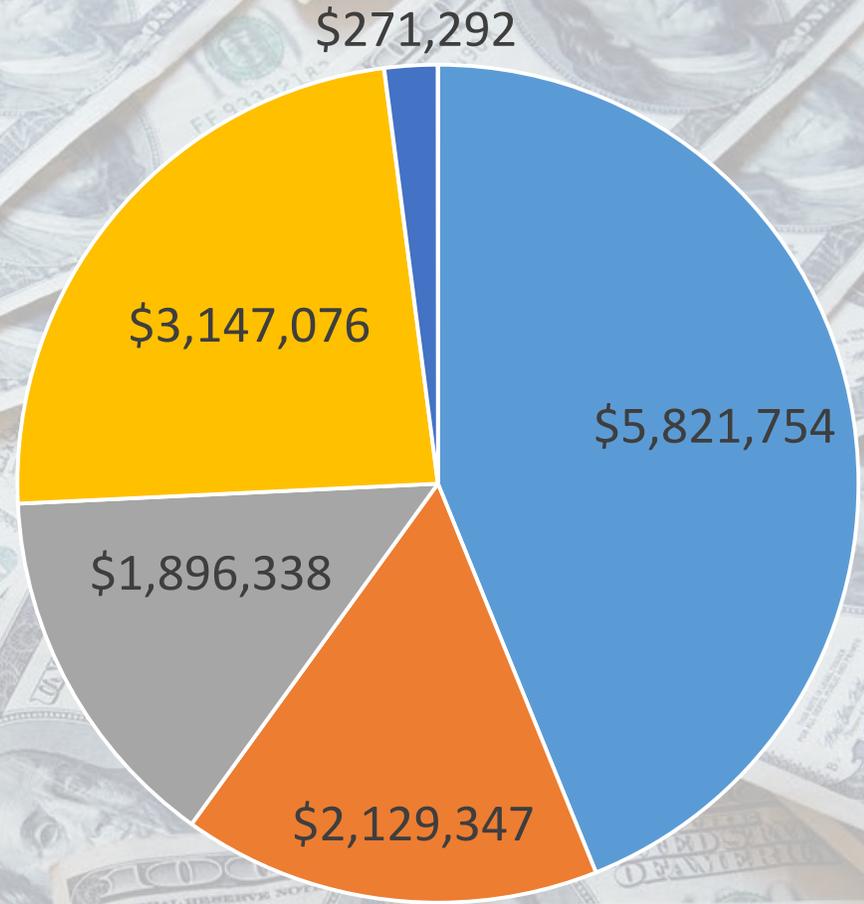
How we do it:

- 7.5 tons of paper collected
- 0.25 tons of bottles and cans collected
- 80 tons of house hold hazardous waste collected



# Budget Summary

Biennial Budget: \$37.0 Million  
2015 Expenditures: \$13.3 Million  
Remaining for 2016: \$23.7 Million



- Road Maintenance
- Capital Projects
- Engineering & Administration
- ER&R
- Solid Waste