

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

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

AGENDA BOARD OF BENTON COUNTY COMMISSIONERS Regular Board Meeting Tuesday, November 1, 2016 Benton County Courthouse, Prosser, WA

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

9:00 AM

Call to Order

Approval of Minutes

❖ **October 25, 2016 Board Meeting**

Review Agenda

Consent Agenda

Clerk

a. Agreement w/M Dolven for Family Law Facilitator Services

Commissioners

b. Reappointment of S LePage to Mid-Columbia Libraries Board of Trustees

District Court

c. Contract w/Washington Collectors for Collection Services

Facilities

d. Payment Authorization to Kone, Inc for Elevator Services

e. Contract w/Fire Systems West, Inc. for Fire Alarm Maintenance & Testing

Information Technology

f. Purchase of Additional Workstations & Monitors from Dell Premier for Public Works

Parks

g. Public Access Easement Near Candy Mountain

Personnel

h. Salary Request Statement

Public Works

i. Agreement w/Columbia Irrigation District for Purchase of Raw Material from Owens Quarry

j. Line Item Transfer, Fund No. 0101-101, Dept. 500

Sheriff

k. Line Item Transfer, Fund No. 0000-101, Dept. 120

Superior Court

l. Agreement w/A Armijo for Interpreting Services

m. Proclamation for National Adoption Day

Public Hearing

Capital Improvement Plan ~ P Schut

Scheduled Business

Tenant Improvements for Justice Center ~ D Waggoner

Change Order #1 w/MG Wagner for Re-Roofing Project @ the Justice Center ~ D Waggoner

Preliminary Plat – SUB 2016-005 ~ C Posey

Contract for Consultation of the Behavioral Health System ~ K Sullivan

Noxious Weed Budget Assessment ~ Vic Reeves

Jail Contract w/Cities Discussion ~ L Smith-Kelty

2017-2018 Budget Discussions ~ D Sparks

Unscheduled Visitors

Other Business

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Tuesday, October 25, 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; Clerk Josie Delvin; District Court Administrator Jacki Lahtinen; Assessor Bill Spencer; Treasurer Duane Davidson; Deputy Treasurer Erhiza Rivera; Facilities Manager Dan Waggoner; Clark Posey, Planning; Financial Analyst Paul Schut; IT Manager Teri Holmes; Sheriff Steve Keane; Undersheriff Jerry Hatcher; Auditor Brenda Chilton.

Approval of Minutes

The Minutes of October 18, 2016 were approved.

Consent Agenda

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

Auditor

- a. Surplus of Personal Property

District Court

- b. Line Item Transfer, Fund No. 0000-101, Dept. 111

Facilities

- c. Contract w/Booth & Sons Construction, Inc. for Tenant Improvements for WSU Extension
- d. Contract w/SimplexGrinnell, LP for Fire Sprinkler Testing & Maintenance

Fairgrounds

- e. Contract w/Frontier Fence, Inc. for Fence Repair

Human Services

- f. Amended Agreement #3 w/Domestic Violence Services Through Homeless Grant
- g. Records Transfer Agreement w/Greater Columbia Behavioral Health

h. Amended Agreement E w/St Dept of Commerce, Community Services & Housing for Emergency Solutions Grant

Juvenile

i. Agreement w/Reuters-West Publishing Corporation for Law Books

Prosecuting Attorney

j. Grievance Arbitration Settlement Agreement & Release

Public Works

k. Contract w/Granite Construction Co. for Meals Road Asphalt Repair Project

l. Contract w/Premier Excavation for Victoria Avenue Storm Water Project

m. Approval of Construction Plans of La Buena Vida Estates

n. Memorandum Amendment #1 w/Weed District No. 1 for Noxious Weed Control

Sheriff

o. Business Consultant Agreement w/Randall Barnes

p. Contract w/Cascade Engineering Services, Inc. for Diagnostics of Radar Devices

Sustainable Development

q. Participation Agreement w/Cities of Kennewick, Pasco, Richland & W Richland for Hanford Communities

r. Line Item Transfer, Fund No. 0135-101, Dept. 000

Pre-Budget Discussion

Loretta Smith Kelty gave a Powerpoint presentation to discuss the following:

2017-2018 Jail Cost Allocation Scenarios

- Revenue Sharing
 - Billable Expenditures - \$27.5 million
 - Benton County Percentage – 71.69% (\$19,708,430)
 - Bed Day Rate - \$86.58
- No Revenue Sharing
 - Billable Expenditures - \$35 million
 - Benton County Percentage – 78.52% (\$27,650,081)
 - Benton County's direct costs go up and cities go down
 - Bed Day Rate - \$84.14

Mr. Sparks said he asked the Sheriff's office for information so they could determine if there was incremental cost savings by having more prisoners; maybe this was not the right model or not the right size. However, the net effect of keeping the revenue was that Benton County's direct costs went up.

Commissioner Delvin discussed two options: 1) Use a 3-5 year average to come up with percentages and they would be billed monthly; or 2) the cities would buy a minimum amount of beds and if they went over, they would pay a bed day rate for going over.

Commissioner Beaver said he was interested in getting away from the fluctuation in revenue and he liked the percentage formula so they could get to a point where minimum costs were covered.

Chairman Small said he agreed that things had changed and costs had gone up and they needed to find a good system.

The Board agreed to look at a percentage formula based on a 3-5 average and if they went over that percentage, then a bed day rate.

Mr. Sparks discussed the proposed admin fee of 5% and said there was a study done at SECOMM that 7% was a good number so it depended on what was included. He said the Undersheriff's salary, time for public records requests and other ancillary programs were not currently included in the admin fee. The Board agreed to review it.

District Court – Filings v. Budgets

Ms. Smith Kelty presented the figures and said it was the same scenario. Mr. Sparks said the cities were using the Courts less and Benton County was left holding the difference. Mr. Sparks said you could almost track the budget deficit with the LFO docket and Superior Court

Ms. Smith Kelty recommended the Board amend the resolution adopting alternate dates for budget hearings to December 20 to adopt the budget. Mr. Sparks said they were still \$2.8 million from balancing; additionally, the Board still needed to make a decision on the levy rate since they could generate \$600,000 over the biennium if they kept the levy rate the same.

MOTION: Commissioner Delvin moved to approve the resolution amending the alternate dates for the budget hearings. Commissioner Beaver seconded and upon vote, the motion carried.

Mr. Brown requested the Board add an executive session to discuss pending litigation.

The Board agreed to move the Treasurer's budget discussion to Wednesday at the Justice Center.

The Board briefly recessed, reconvening at 9:48 a.m.

Executive Session – Pending Litigation

The Board went into executive session at 9:48 a.m. to discuss pending litigation with DPA Ryan Brown until 10:00 a.m. Also present were David Sparks, Loretta Smith Kelty and Cami McKenzie. The Board came out at 9:54 a.m. No decisions were made in executive session.

Account Payables

Check Date: 10/21/2016

Warrant #: 147097-147231
Total all funds: \$712,781.48

Transfer #: 10211601-10211608
Total all funds: \$1,071,372.76

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

Resolutions

- 2016-824: Surplus of Personal Property
- 2016-825: Line Item Transfer, Fund No. 0000-101, Dept. 111
- 2016-826: Contract w/Booth & Sons Construction, Inc. for Tenant Improvements for WSU Extension
- 2016-827: Contract w/SimplexGrinnell, LP for Fire Sprinkler Testing & Maintenance
- 2016-828: Contract w/Frontier Fence, Inc. for Fence Repair
- 2016-829: Amended Agreement #3 w/Domestic Violence Services Through Homeless Grant
- 2016-830: Records Transfer Agreement w/Greater Columbia Behavioral Health
- 2016-831: Amended Agreement E w/St Dept of Commerce, Community Services & Housing for Emergency Solutions Grant
- 2016-832: Agreement w/Reuters-West Publishing Corporation for Law Books
- 2016-833: Grievance Arbitration Settlement Agreement & Release
- 2016-834: Contract w/Granite Construction Co. for Meals Road Asphalt Repair Project
- 2016-835: Contract w/Premier Excavation for Victoria Avenue Storm Water Project
- 2016-836: Approval of Construction Plans of La Buena Vida Estates
- 2016-837: Memorandum Amendment #1 w/Weed District No. 1 for Noxious Weed Control
- 2016-838: Business Consultant Agreement w/Randall Barnes
- 2016-839: Contract w/Cascade Engineering Services, Inc. for Diagnostics of Radar Devices
- 2016-840: Participation Agreement w/Cities of Kennewick, Pasco, Richland & W Richland for Hanford Communities
- 2016-841: Line Item Transfer, Fund No. 0135-101, Dept. 000
- 2016-842: Amending the Alternate Dates for Budget Hearings – 2017-2018 Biennium

There being no further business before the Board, the meeting adjourned at approximately 10:47 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>November 1, 2016</u> Subject: <u>Facilitator Contract</u> Prepared by: <u>J. Delvin</u> Reviewed by:	Execute Contract <u>XX</u> Pass Resolution <u>XX</u> Pass Ordinance Pass Motion Other	Consent Agenda <u>XX</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Pass resolution allowing Chairman to sign renewal of facilitator contract and execute contract with Michelle Dolven.

SUMMARY

RECOMMENDATION

Recommend execution of contract and pass resolution

FISCAL IMPACT

None – This item has been budgeted for in the Facilitator budget. This is a self-funded item.

MOTION

Move to approve the contract and pass resolution for the Family Law Facilitator.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PERSONAL SERVICES AGREEMENT WITH MICHELLE DOLVEN FOR FAMILY LAW FACILITATOR SERVICES.

BE IT RESOLVED, by the Board of Benton County Commissioners that this Personal Services Agreement between Michelle Dolven and the Benton County Superior Court Clerk, and signed by the Chairman of the Benton County Board, is effective from January 1, 2017 through December 31, 2018 for Family Law Facilitator, as attached.

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

cc: Clerk (orig), M. Dolven, S. Sraiza, Auditor

AMENDED AND RESTATED PERSONAL SERVICES AGREEMENT
PROVIDING FOR A FAMILY LAW COURTHOUSE FACILITATOR SERVICE FOR
BENTON COUNTY SUPERIOR COURT and BENTON COUNTY CLERK

THIS PERSONAL SERVICE AGREEMENT is between BENTON COUNTY, a political subdivision of the State of Washington, and MICHELLE DOLVEN (hereinafter referred to as "Contractor")

1. **Purpose:**

Benton County Superior Court needs the services of Contractor to provide basic services to the Benton County Superior Court for pro se litigants regarding domestic matters pursuant to the Revised Code of Washington (RCW) Chapter 26.12.240, and Washington Rules of Court, General Rule (GR) 27.

2. **Term of Agreement:**

This agreement is effective January 1, 2017 through December 31, 2018.

3. **Scope of Services:**

The Contractor shall provide the services specified in Attachment A, Statement of Work. Contractor shall perform such services at the Benton County Justice Center from 8:30 a.m. until 3:30 p.m. on the day of the week on which Benton County Superior Court schedules its domestic docket at the Justice Center (currently on Tuesdays). For each such domestic docket day, Contractor shall bill for the actual time spent each day providing services under this agreement or FOUR HUNDRED FIFTY FIVE DOLLARS (\$455.00), whichever is less. Contractor shall not bill for or provide any services at any other time or on any other day other than a domestic docket day as set forth above, unless this agreement is amended in writing.

Contractor shall use reasonable efforts to obtain a written and signed disclaimer of attorney-client relationship, attorney-client confidentiality and representation from each person utilizing the services of Contractor under this agreement. The disclaimer shall be in the format developed and approved by the Administrative Office of the Courts.

4. **Compensation:**

Benton County shall compensate the Contractor at an hourly rate of \$65.00 per hour billed, subject to the maximum amount set forth above. Based on the maximum number of hours allowed under paragraph 3 above, total monthly compensation shall be no more than ONE THOUSAND EIGHT HUNDRED TWENTY DOLLARS (\$1,820.00) in any month that contains four (4) domestic dockets and TWO THOUSAND TWO HUNDRED SEVENTY FIVE DOLLARS (\$2,275.00) in any month that contains five (5) domestic dockets at the Justice Center. The Contractor shall submit a monthly invoice for services rendered to the Benton County Clerk. Payment shall be made within three (3) weeks of receipt of a valid invoice.

5. **Expenses:**

Contractor shall not charge the County for expenses incurred in providing the required services. All expenses incurred by the Contractor pursuant to this agreement shall be the sole responsibility of the Contractor, unless agreed to otherwise in writing by the parties hereto.

6. **Compliance with Laws:**

The Contractor shall, in performing the services under this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be performed and the Contractor's status as an independent contractor.

7. **Hold Harmless and Indemnification:**

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, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Contract. 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 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 is clearly understood and agreed by the parties hereto that the Contractor expressly waives any immunity the Contractor might have under such laws. By executing this agreement, 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.**

The Contractor's obligation 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:**

Professional Legal Liability: The Contractor shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of no less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) per occurrence.

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 the agreement. Coverage shall not exclude bodily injury or property damage. 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 including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of this agreement.

Workers Compensation: Contractor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of the Contract. 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, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and 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 of 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 indemnify agreement may be deducted from any payments owed by County to Contractor for performance of this agreement.

Other Insurance Provisions: 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.

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.

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.

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.

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. If the Contractor's liability coverage is written as a claims made policy, then the Contractor must evidence the purchase of an extended reporting period or "tail" coverage for a three year period after completion of the services required under this agreement. In such case, by December 1, 2018, the Contractor must provide written evidence of the purchase of an extended reporting period or "tail" coverage for a three year period ending December 31, 2021.

Verification of Coverage and Acceptability of Insurers: The Contractor shall place insurance with insurers licensed to do business in the State of Washington and

having A.M. Best Company ratings of no less than "A:7" with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

Within ten (10) days after the effective date of the Agreement, the Contractor shall furnish the County with properly executed and unaltered accord form certificates of insurance and a signed policy endorsement which shall clearly evidence all insurance required in this section. The certificate will, at a minimum, list limits of liability and coverage. Contractor shall not cancel or allow to expire, except on forty-five (45) days prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the county as an additional insured or cancellation or changes shall be altered so as not to negate the intent of this provision.

Certificates of Insurance shall show the Certificate Holder as Benton County and include "c/o" the Benton County Clerk. The address of the Certificate Holder shall be shown as the current address of the Benton County Clerk.

The County, its officers, officials, employees and agents shall be named as additional insureds with respect to the performance of services on all required insurance policies.

All written notices under this section and notice of cancellation or change of required insurance coverages shall be mailed to the County at the following address:

Risk Manager
Benton County Personnel Office
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

The Contractor or its broker shall provide a copy of any and all insurance policies specified in this agreement upon request of the Benton County Risk Manager.

10. **Independent Contractor.**

The Contractor agrees that the Contractor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create an employer and employee relationship between the parties. The Contractor shall not be entitled to any benefits accorded Benton County employees by performing the services required by this agreement. Benton County shall

not be responsible for withholding or otherwise deducting federal income tax or social security taxes, for contributing to the state industrial insurance program, or otherwise assuming the tax withholding duties of an employer with respect to the Contractor.

Notwithstanding, the Contractor will be allowed to use the title "Benton County Court Facilitator" on business cards and letterhead followed by the term "Michelle Dolven, Contractor".

11. **Termination:**

Contractor or Benton County may terminate this agreement with or without cause by giving written notice of termination to the other party. Such termination shall be effective ten (10) working days from the date of delivery of the notice to terminate.

12. **Assignment:**

The Contractor shall not assign or subcontract for the performance of any of the services covered by this agreement.

13. **Non-Waiver:**

Waiver by Benton County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

14. **Integrated Agreement:**

This agreement, together with specified attachment, represents the entire integrated agreement between Benton County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both the Chair of the Benton County Board of Commissioners, the Benton County Clerk and the Contractor.

15. **Jurisdiction and Venue:**

This agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Benton County.

16. **Severability:**

If a provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to such end the provisions of this agreement are declared to be severable.

17. **Non-Discrimination Policy:**

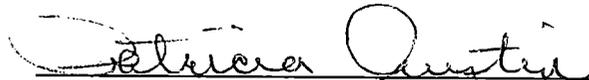
The Contractor agrees to adhere to the non-discrimination policy of Benton County and to execute in writing an assurance of compliance with that policy.

IN WITNESS WHEREOF, the parties have executed this agreement effective the last date set forth below.

CONTRACTOR:

BENTON COUNTY SUPERIOR COURT


Michelle Dolven
Dated: 9/27/16


Patricia Austin, Court Administrator
Dated: 10/19/14

BENTON COUNTY CLERK

BOARD OF BENTON COUNTY
COMMISSIONERS


Josie Delvin, Clerk
Dated: 10-20-16

Chairman

Approved as to form:

Constituting the Board of County
Commissioners


Deputy Prosecuting Attorney
Dated: 9/23/16

Attest: _____
Clerk of the Board

ATTACHMENT "A" – STATEMENT OF WORK
PROFESSIONAL SERVICES CONTRACT

SERVICES PROVIDED BY CONTRACTOR

Pursuant to paragraph 3 of the Contract, the Contractor, as a Family Law Court Facilitator, shall provide upon request the services authorized by GR 27 on behalf of pro se litigants in family law cases in Benton County Superior Court, which includes the following:

- a) Referral to legal and social services resources, including lawyer referral and alternate dispute referral programs and resources for obtaining family law forms and instructions;
- b) Information on basic court procedures and logistics including requirements for service, filing, scheduling hearings, and complying with local procedures;
- c) Explanation of legal terms;
- d) Assistance in selection as well as distribution of forms and standardized instructions that have been approved by the court, clerk's office or the Administrative Office of the Courts;
- e) Assistance in calculating child support using standardized computer based programs based on financial information provided by the pro se litigants;
- f) Review of completed forms to determine whether forms have been completely filled out **but not as to substantive content with respect to the parties' legal rights and obligations.**

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>11/01/16</u>	Execute Contract	_____	Consent Agenda	XXX
Subject:	Appt Mid	Pass Resolution	XXX	Public Hearing	_____
	Columbia	Pass Ordinance	_____	1st Discussion	_____
	Library Board	Pass Motion	_____	2nd Discussion	_____
Prepared by:	Whitney Hottell	Other	_____	Other	_____
Reviewed by:	M. Flores				

BACKGROUND INFORMATION

Benton and Franklin County Board of Commissioners received notification from the Mid-Columbia Library Board Chair of their desire to reappoint Sandra LePage to the Mid Columbia Library Board of Trustees for a 7-year term expiring on December 31, 2023.

RECOMMENDATION

Approve the attached joint resolution for the reappointment of Sandra LePage to the Mid-Columbia Library Board of Trustees.

FISCAL IMPACT

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MOTION

Move to approve the resolution for the appointment of Sandra LePage to the Mid Columbia Library Board of Trustees for a term commencing December 31, 2016 and terminating December 31, 2023.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

**IN THE MATTER OF APPROVING THE REAPPOINTMENT OF SANDRA LEPAGE
TO THE MID-COLUMBIA LIBRARY BOARD OF TRUSTEES FOR A TERM
EXPIRING DECEMBER 31, 2023**

WHEREAS, the term for Sandra LePage will expire on December 31, 2016; and

WHEREAS, Sandra LePage has expressed an interest and willingness to be reappointed for an additional seven-year term;

WHEREAS, the Library’s Board of Trustees unanimously voted to recommend her reappointment; **NOW, THEREFORE,**

BE IT RESOLVED the Benton and Franklin County Boards of Commissioners hereby approve the reappointment of Sandra LePage to the Mid-Columbia Library Board of Trustees, with said term expiring on December 31, 2023.

Dated this day of, 2016

Dated this day of, 2016

BENTON COUNTY BOARD OF COMMISSIONERS

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 of Benton County,
Washington

Constituting the Board of County
Commissioners of Franklin County,
Washington

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

cc: MCL; file

Hottell

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>11-1-2016</u>	Execute Contract <u> X </u>	Consent Agenda <u> X </u>
Subject: Collection	Pass Resolution _____	Public Hearing _____
Contract	Pass Ordinance _____	1st Discussion _____
Prepared by: Jacki Lahtinen	Pass Motion _____	2nd Discussion _____
Reviewed by: Ryan Brown	Other _____	Other _____

BACKGROUND INFORMATION

Washington Collectors provides collection services for delinquent District Court fines.

Washington Collectors has provided our court with excellent collection service. It would be in our best interest to continue with this service.

SUMMARY

Past due fines are transferred to Washington Collectors for collection action. Collectors pay the County all of the original judgment amount they may collect from the debtor and splits 50% of interest collected from the debtor with the County.

RECOMMENDATION

District Court recommends approval of the resolution and attached contract with Washington Collectors.

FISCAL IMPACT

No fiscal impact

MOTION

We motion the County Commissioners to sign the resolution and contract with Washington Collectors

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CONTRACT BETWEEN BENTON COUNTY DISTRICT COURT AND WASHINGTON COLLECTORS FOR COLLECTION SERVICES.

WHEREAS, Jacki Lahtinen, Benton County District Court Administrator, believes it is in the best interest of the District Court that the Collection Services Agreement between Washington Collectors and Benton County District Court be approved as presented.

NOW, THEREFORE, the Collection Services Agreement commencing on January 1, 2017 and terminating on December 31, 2018 is hereby accepted and approved.

BE IT RESOLVED, that the Board of Benton County Commissioners is hereby authorized to sign on behalf of Benton County.

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

COLLECTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington ("County") and WASHINGTON COLLECTORS TRI-CITIES, INC., a Washington Corporation ("Collectors").

WITNESSETH:

WHEREAS, the Benton County District Court is a court of limited jurisdiction pursuant to Title 3 RCW; and

WHEREAS, the District Court has criminal jurisdiction to impose fines of up to five thousand dollars (\$5,000.00) and to assess court costs and costs of prosecution; and

WHEREAS, some criminal defendants, traffic offenders and persons committing infractions have failed to pay part or all of their fines, costs and assessments, thereby placing a great burden on the administration of the criminal justice system in Benton County; and

WHEREAS, RCW 3.02.045 and RCW 19.16.500 authorize the use of collection agencies by courts of limited jurisdiction for purposes of collecting unpaid penalties on infractions, criminal fines, costs, assessments, civil judgments or forfeitures that have been imposed by the courts; and

WHEREAS, Washington Collectors Tri-Cities, Inc., is a licensed collection agency pursuant to the provisions of Chapter 19.16 RCW; and

WHEREAS, the parties have worked successfully together for a number of years, and

WHEREAS, the Board of County Commissioners has determined that the public interest of obtaining services of the highest quality at the lowest cost is best served by entering into this Agreement,

NOW THEREFORE, in consideration of the covenants and agreements herein contained and the terms and conditions hereof, the parties agree as follows:

1. **TERM.** This Agreement shall commence January 1, 2017 and terminate on December 31, 2018, unless extended by mutually executed amendment to this Agreement.
2. **SCOPE OF SERVICES.** Collectors shall do all work and furnish all equipment, labor and materials necessary to collect unpaid penalties on infractions, criminal fines, costs, assessments, civil judgments or forfeitures that have been imposed by the Benton County District Court as required under this Agreement.
3. **SERVICES TO BE PERFORMED.** The District Court Administrator or her designee shall only refer accounts with unpaid legal financial obligations imposed as part of a criminal sentence to Collectors if the account is at least ninety (90) days past due. Unpaid fines imposed with respect to infraction violations may be referred to Collectors at the discretion of the District Court Administrator at any time such accounts are past due.

No account with a pending motion seeking relief of some type regarding the payment of legal financial obligations will be referred to Collectors until such motion is finally adjudicated. With respect to accounts referred to Collectors, Collectors shall provide the following services as directed by the District Court Administrator for pre-collection services and collection services:

- a. If it is not practical for the County to provide Collectors with an electronic list of pre-collection matters and information, Collectors shall provide collections personnel to stamp Collectors' case number on District Court pre-collection accounts at the District Court Office and make copies of all pre-collect cases. Collectors will enter the information off of these case copies into the collection computer at the collections office in a pre-determined timely fashion as directed by the District Court Administrator.
- b. By the end of the business day following receipt by Collectors of new pre-collection accounts, Collectors will provide the District Court Administrator with an alphabetized computer printout listing new pre-collection accounts by debtors' names. Such printout will include Court case numbers, agency case numbers, amounts owed, and total amounts owed.
- c. Furnish all stationery, forms, envelopes, and postage required to provide pre-collection and collection services.
- d. Prepare and send thirty (30) day notice forms, i.e. pre-collection letters, to all pre-collection debtors and sort and mark mail returns and forwarding addresses. Collectors shall use a post office box for District Court pre-collection accounts separate from its other post office box(es). Such notices shall inform the judgment debtor that the judgment will be referred by the County for collection on the 30th day after mailing of the notice, that if the judgment is not paid in full that the judgment will bear interest thereafter at the rate set forth in the notice, and that collection fees payable under agreement between the County and Collectors will be added to the judgment.
- e. Forward to District Court one hundred percent (100%) of any and all payments received by Collectors on cases in the pre-collection status for posting of such payments by District Court.
- f. Any accounts not paid in full within thirty (30) days of mailing of the above referenced notice shall be deemed transferred into regular collection account status. Collectors shall provide to the County an acknowledgment printout listing, in alphabetical order, by debtors' names and by District Court agency division, with Court case numbers, agency case numbers, amounts collected, and balance still owing, by the end of the next business day following the monthly transfer of accounts into collection status.

balance still owing, by the end of the next business day following the monthly transfer of accounts into collection status.

- g. Mail collection notices as well as make direct contacts by trained collections staff in a manner as allowed by Washington law on accounts that are transferred into collection status.
 - h. Advance legal costs and have such attorneys on retainer as are required to bring necessary garnishment actions against debtors on behalf of the County.
 - i. Pay District Court as set forth in section 11 of this Agreement and each month submit a complete accounting to the District Court Administrator of the Court case numbers, amounts collected, and balances still owing.
 - j. Submit to the District Court Administrator monthly progress reports which include totals for year-to-date collections. Such progress reports shall include separate accounting lists for all six (6) District Court agency divisions, numbers of accounts cancelled or paid while in pre-collection, amounts and numbers of accounts transferred from pre-collection to regular collection, amounts and numbers of cancelled accounts after regular collection, amounts and numbers recovered after regular collection, collections costs and totals.
 - k. After an account has been referred to Collectors, the District Court retains the authority to recall the account from collections and/or remit the balance of any unpaid legal financial obligations and any unpaid interest and/or collection fee.
4. **LICENSE RESTORATION PROGRAM.** Collectors shall provide a License Restoration Program consistent with that described in Exhibit A attached hereto or as otherwise approved in writing by the Presiding District Court Judge. Benton County District Court shall not waive or reduce Collectors processing fee under this program without prior approval of Collectors.
5. **COLLECTION CODES.** The parties shall use the following collections codes on all collection cases:

1. TIME PAYMENT CODING GUIDE.

- Kennewick 925, 926K
- Richland 915, 916R
- West Richland 940, 941WR
- County 920, 921J
- Prosser 950, 951P

6. **COMPENSATION FOR ORDINARY JUDGMENTS.** Except as otherwise stated, for judgments entered by the District Court, Collectors shall pay the County all of the original judgment amount and may collect from the debtor and keep as remuneration

for collection services a fee in an amount not to exceed forty percent (40%) of the original judgment.

7. COMPENSATION FOR JUDGMENTS INCLUDED IN BANKRUPTCY. For judgments entered by the District Court and for which collection cost and interest on the judgment have been discharged pursuant to a bankruptcy order, Collectors shall only collect from debtors unpaid balances of the original judgments and keep as remuneration twenty five (25%) of the amounts collected from such debtors. The remaining seventy five (75%) of the amounts collected from such debtors shall be paid to the County. The FTA/FTR fees shall be removed or retained as designated by the bankruptcy chapter filed and/or the disposition of the bankruptcy as directed by the Department of Licensing, or as may be directed by the Federal Bankruptcy Judge.

8. FEES.

- a. The fees associated with the work performed by Collectors shall remain in effect for the term of the Agreement.
- b. Collectors shall charge 12% interest (APR) or the highest rate lawfully authorized, whichever is less, and shall split all interest collected on accounts transferred to Collectors after January 1, 1995, equally with the County, i.e., Collectors may keep 50% of such interest and shall pay 50% of such interest to the County. Interest shall be broken out by Collectors for each Court agency division and remitted on a monthly basis.

9. RECEIPTING OF PAYMENTS. If permitted by law, when partial payments are made by a debtor payments shall be applied as follows:

- a. If the interest accrued and owing at the time of payment is one hundred dollars (\$100) or more, one half of the partial payment shall be applied towards interest and be split evenly between the County and Collectors, and the other half shall be applied seventy five percent (75%) towards the principal owed and twenty five percent (25%) towards any collection fee owed. After the collection fee is paid in full, the second half of the partial payment shall be applied solely towards principal.
- b. If the interest accrued and owing at the time of payment is less than one hundred dollars (\$100), one quarter of the payment shall be applied towards interest and be split evenly between the County and Collectors, and the remaining three quarters of the payment shall be applied seventy five percent (75%) towards the principal owed and twenty five percent (25%) towards any collection fee owed. After the collection fee is paid in full, all three quarters of the partial payment shall be applied solely towards principal.

If the above allocation is not permitted by law at any time a payment is made, then Collectors and the County shall agree in writing how such payment shall be allocated.

10. LEGAL FEES AND COSTS. Where legal action is pursued by Collectors on the County's behalf for garnishments, the Collectors may first apply collection proceeds to the legal

fees and costs it advanced in such action, but only to the amount of such fees and costs awarded to the County by the court in the legal action and paid by the debtor. Collectors is not entitled under this Agreement to any legal fees or costs incurred that are not both awarded by a court against a debtor and paid by the debtor.

11. PAYMENTS TO THE COUNTY. Funds collected by Collectors shall be paid to the County on or before the seventh (7th) business day of each month and the fifth (5th) business day after the fifteenth (15th) of each month for collections made the preceding two week period. Payments to the County shall be the total amount collected, less the appropriate fee. Collectors shall supply sufficient documentation with monthly payment to allow independent verification of total amounts collected and calculation of appropriate fees withheld.

12. REPORTS. Collectors shall provide County with all reports called for herein. In the event additional reports are deemed necessary in the future for further breakdown purposes, Collectors shall provide the necessary reports.

13. HOLD HARMLESS AND INDEMNIFICATION.

- a. Collectors 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 attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of the Collectors or its property upon or in the proximity of the property of the County. PROVIDED, that Collectors' obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of that 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 Collectors, its 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 Collectors or its subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that Collectors expressly waives any immunity Collectors might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Agreement, Collectors 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 Collectors makes with any subcontractor or agent performing work hereunder. Collectors' obligations under this Section 13 shall survive termination and expiration of this Agreement.**

- c. Collectors' 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 Collectors, its employees, agents or subcontractors.

14. INSURANCE.

- a. **Workers Compensation:** Collectors 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 Collectors 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 Agreement. Collectors 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, Collectors waives all rights of subrogation against the County for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

If Collectors, its 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, Collectors shall indemnify the County. Indemnity shall include all fines, payment of benefits to Collectors 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 Collectors pursuant to the indemnity agreement may be deducted from any payments owed by County to Collectors for performance of this Agreement.

- b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Agreement, Collectors shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Agreement by Collectors or by anyone directly employed by or contracting with Collectors. The minimum commercial general liability insurance limits shall be as follows:

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

The general commercial liability policy will contain an endorsement naming the County, its elected and appointed officials, employees and agents as additional insured (CG2010) and an endorsement that specifically states that Collectors' general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.

Collectors will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under Section 13. Collector'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.

Collectors 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

15. **ASSIGNMENT**. Neither party shall assign this Agreement, nor any interest, right, or responsibility arising herein, without the written consent of the other party.
16. **NON-DISCRIMINATION POLICY**. Collectors agree to adhere to the non-discrimination policy of the County and execute in writing an assurance of compliance with that policy. Collectors shall provide a copy to the County upon execution of the Agreement.
17. **OPTION TO RENEW**. Upon the written mutual consent of Collectors and the Board of Benton County Commissioners, this Agreement may be renewed for additional twenty four (24) month periods upon the same terms and conditions as contained herein. Notice of desire to renew shall be given by the party desiring renewal to the other party in writing not less than ninety (90) days prior to the expiration of the term of this Agreement.
18. **TERMINATION**. This Agreement may be terminated by either party with or without cause upon thirty (30) days advance written notice to the other party. Waiver of breach by any party shall not be deemed a waiver of any subsequent breach.
19. **CONTRACT REPRESENTATIVES**. Each party to this Agreement 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 Collectors: Sean Lamb, President
510 N 20th Avenue, Suite D
Pasco, WA 99301
 - b. For County: Jacki Lahtinen, District Court Administrator
7122 W Okanogan, Bldg A

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

21. COMPLIANCE WITH CHAPTER 19.16 RCW. Collectors hereby agrees to comply with all provisions of Chapter 19.16 RCW, as currently in effect or as hereafter amended, and all other applicable federal, state of local laws, rules and regulations in performing under this Agreement.

22. INDEPENDENT CONTRACTOR.

- a. Collectors' services shall be furnished by Collectors as an independent contractor and not as an agent, employee or servant of the County. Collectors specifically has the right to direct and control Collectors own activities in providing the agreed services in accordance with the specifications set out in this Agreement.
- b. Collectors acknowledges that the entire compensation for this Agreement is set forth in Sections 6 – 10 of this Agreement, and neither Collectors 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. Collectors shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of Collectors shall be or deem to be or act or purport to act as an employee, agent, or representative of the County.
- d. Collectors 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.
- e. Collectors 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 contract representative or designee.

23. CHOICE OF LAW, JURISDICTION AND VENUE.

- a. This Agreement 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 Agreement 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 Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

24. SUCCESSORS AND ASSIGNS. The County, to the extent permitted by law, and Collectors each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

25. SEVERABILITY.

a. 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.

b. If it should appear that any provision of this Agreement 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.

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

27. 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 Agreement. 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.

28. SURVIVABILITY. All terms of this Agreement, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to Hold Harmless and Indemnification (Section 13); Litigation Hold Notice (Section 29); and Public Records Act (Section 30).

29. 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 Collectors may be of evidentiary value, the County may issue written notice to Collectors of such circumstances and direct Collectors to "hold" such records. In the event the Collectors receives such written notice, Collectors shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between Collectors and the County is in force.

30. PUBLIC RECORDS ACT. Collectors 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, Collectors understands that to the extent a proper request is made, the County may be required by virtue of that Act to disclose any records actually in its possession or deemed by judicial determination to be in its

possession, which may include records provided to the County by Collectors that Collectors might regard as confidential or proprietary. To the extent that Collectors provides any records to the County that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. Collectors 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 Collectors in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by Collectors as confidential or proprietary, so that Collectors may seek a judicial order of protection if necessary.

31. AUDITS AND EVALUATIONS. The records and documents with respect to all accounts referred by Benton County District Court shall be subject at all times to inspection, review or audit by federal or state officials so authorized by law or regulation or by the County or its designee during the term of this Agreement and for six (6) years after termination or expiration. Auditing or monitoring for fund accountability, contract compliance and program performance may be conducted at the discretion of the County.

- a. Collectors shall provide right of access to its facilities, including those of any sub agency, to the County, state and federal agencies and their officials or designees at all reasonable times in order to monitor and evaluate the services provided under this agreement. Collectors shall make available all information reasonably required by any such evaluation process.
- b. At the County's request, Collectors shall at its cost provide for no more than one independent contractor audit during the term of this Agreement that meets general accepted auditing standards.

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

DATED: _____ DATED: 10/20/16 _____

BENTON COUNTY BOARD OF COMMISSIONERS

WASHINGTON COLLECTORS TRI-CITIES, INC.

Chairman Sean Lamb, President

Member

Member

Constituting the Board of County
Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Presiding Judge, Katy Butler

Approved as to form:



Ryan K Brown, Deputy Prosecuting Attorney

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	11-1-16	Execute Contract	_____	Consent Agenda
Subject:	<u>Payment to KONE, INC.</u>	Pass Resolution	_____ x _____	Public Hearing
Prepared by:	<u>D. Waggoner</u>	Pass Ordinance	_____	1st Discussion
Reviewed by:		Pass Motion	_____	2nd Discussion
		Other	_____	Other

BACKGROUND INFORMATION / SUMMARY

Benton County had a Public Works contract with KONE, Inc for elevator maintenance and servicing. That contract expired on April 30, 2016, and a new contract was not secured until September 20, 2016. The Facilities Department determined that the routine maintenance of the elevators needed to continue and therefore allowed KONE, Inc. to perform services despite not having a contract in place. This request is to authorize payment in the amount of \$7,656.30, including WSST, for services performed during the period where no contract was in place.

RECOMMENDATION

Approve the resolution to authorize payment.

FISCAL IMPACT

MOTION

Motion to approve the resolution and authorize payment to KONE, Inc of Spokane, WA.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING PAYMENT TO KONE, INC. FOR ELEVATOR SERVICES PERFORMED

WHEREAS, Benton County had a Public Works contract with KONE, Inc., for elevator maintenance, authorized by Resolution 2015-315 on April 28, 2015 and expired on April 30, 2016; and

WHEREAS, the Facilities Department did not secure a new elevator service contract until September 20, 2016, authorized by Resolution 2016-704; and

WHEREAS, the routine maintenance and servicing performed by KONE, Inc. was a necessary service and was continued despite the delay in securing a new contract; and

WHEREAS, KONE, Inc. continued their regular service of County elevators at the rate agreed upon under the previous contract, without a formal contract in place; and

WHEREAS, the Facilities Manager recommends authorizing payment of \$7,656.30 to KONE, Inc.; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the payment to KONE, Inc. of Spokane, WA in the amount of \$7,656.30, including WSST.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board



Invoice number: 949378076 Invoice Date: 07/31/2016 Customer PO No: KONE Order No: 41022544 Billing Type: YMIO Date work performed: 07/31/2016	Area Office: Spokane - 072 14737 NE 87th St Redmond WA 98052 Ph: 425-861-9696 Fax: 425-861-9888	KONE Inc., Federal 36 2357423
Bill To: COUNTY OF BENTON 620 MARKET ST PROSSER WA 99350 USA	Location/Project: VARIOUS LOCATIONS	
Payment Terms: Net 30		

This invoice is for maintenance coverage per your agreement with KONE Inc.
 Billing period is 05/01/2016 to 07/31/2016.

Contract# 41022544 BENTON COUNTY COURTHOUSE
 BENTON COUNTY COURTHOUSE
 620 MARKET STREET
 PROSSER WA 99350
 USA

Contract# 41022544 BENTON COUNTY
 BENTON COUNTY
 7122 W OKANOGAN PL
 KENNEWICK WA 99336
 USA

Contract# 41022544 BENTON COUNTY
 BENTON COUNTY
 7102 WEST OKANOGAN PL
 KENNEWICK WA 99336
 USA

Subtotal \$ **7,050.00**

Please return this portion with your payment

PAYMENT ADVICE

We also accept VISA/Mastercard or EFT payments



Payer: COUNTY OF BENTON 620 MARKET ST PROSSER WA 99350 USA	Invoice number: 949378076 Invoice Date: 07/31/2016 Customer Number: N341756 KONE Order No: 41022544 Area Office No: U072 Billing Type: YMIO
	Remit to: KONE Inc 4156 P O BOX 894156 LOS ANGELES, CA 90189-4156
Amount paid if different than invoice amount: \$ INVOICE AMOUNT: \$ 7,656.30	



Invoice number: 949378076	Area Office: <u>KONE Inc., Federal</u>
Invoice Date: 07/31/2016	Spokane - 072 36 2357423
Customer PO No:	14737 NE 87th St
KONE Order No: 41022544	Redmond WA 98052
Billing Type: YMIO	Ph: 425-861-9696
Date work performed: 07/31/2016	Fax: 425-861-9888
Bill To: COUNTY OF BENTON 620 MARKET ST PROSSER WA 99350 USA	Location/Project: VARIOUS LOCATIONS
Payment Terms: Net 30	
Service Extension(s):	
E-Optimum	\$
State Tax	\$ 458.24
City Tax	\$ 148.06
Total Invoice Amount	\$ <u>7,656.30</u>

Invoices not paid within 30 days are subject to a service charge of 1.5% per month, or the maximum permitted by law



e. Contract w/Fire Systems West, Inc.
for Fire Alarm Maintenance & Testing

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

BACKGROUND INFORMATION / SUMMARY

The Facilities Department is responsible for the maintenance, testing and certification of the fire alarm systems in various Benton County buildings. This work is required to be performed by a licensed fire alarm system technician.

Benton County Facilities solicited quotes from several service providers and their responses are listed below:

- Fire Systems West, Inc Spokane Valley, WA \$5,481 per year, not including WSST
- Convergent Technologies Renton, WA \$19,973 per year, not including WSST
- Performance Systems Bothell, WA \$12,194 per year, not including WSST

Services will be provided at several locations including: Benton County Justice Center, Benton County Jail, Benton Franklin Health District, Animal, Prosser Courthouse and the Benton County Fairgrounds.

RECOMMENDATION

Approve the attached Resolution and Contract between Benton County and Fire Systems West, Inc of Spokane Valley, WA.

FISCAL IMPACT

Total cost not to exceed \$34,999.00, including WSST and fees. This amount will average approximately \$8,000.00 per year for three years. Funding source will be Current Expense of the Facilities budget.

MOTION

Move to approve the attached Public Works contract between Benton County and Fire Systems West, Inc of Spokane Valley, WA, for fire alarm system maintenance and testing.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A PUBLIC WORKS CONTRACT BETWEEN BENTON COUNTY AND FIRE SYSTEMS WEST, INC FOR FIRE ALARM SYSTEM TESTING AND MAINTENANCE SERVICES

WHEREAS, the Facilities Department is responsible for the testing and maintenance of fire alarm systems in Benton County buildings; and

WHEREAS, this work must be performed by a certified fire alarm system company; and

WHEREAS, quotes were solicited from the several fire sprinkler testing companies and responses were received from:

- | | | |
|----------------------------|--------------------|---------------------------------------|
| -- Fire Systems West, Inc | Spokane Valley, WA | \$5,481 per year, not including WSST |
| -- Convergint Technologies | Renton, WA | \$19,973 per year, not including WSST |
| -- Performance Systems | Kennewick, WA | \$12,194 per year, not including WSST |

WHEREAS, the Facilities Manager recommends authorizing a Public Works contract between Benton County and Fire Systems Wets, Inc of Spokane Valley, WA. to provide fire alarm system testing and maintenance services to various Benton County locations; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby approves the Public Works contract with Fire Systems West, Inc. in the amount not to exceed \$34,999.00 including WSST; and

BE IT FURTHER RESOLVED, the Public Works contract will expire on December 31, 2018; and

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

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

**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 **FIRE SYSTEMS WEST, INC.**, a corporation organized under the laws of the State of Washington, with its principal offices at 922 North Lake Road, Spokane Valley, WA 99212 (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 - Quote from Fire Systems West, Inc.;
- b. Exhibit B - Request for Proposal;
- c. Exhibit C - Washington State Prevailing Wage Rates for Public Works Contracts; and
- d. Exhibit D - Security Background Check Form.

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by both parties and shall expire on December 31, 2018. 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 perform annual fire alarm system inspections, as well as as-needed inspection, testing, certification, and repair services, for all fire alarm systems at six Benton County locations, in accordance with CONTRACTOR's quote set forth in Exhibit A and the COUNTY's Request for Proposals set forth in Exhibit B, which are

attached hereto and incorporated herein by reference. 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 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 or other permit, CONTRACTOR shall be responsible for procuring such permit and arranging for inspection and certification of the work. CONTRACTOR may bill 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's Contract Representative, or his designee, prior to CONTRACTOR leaving the work site.

- b. With respect to services provided on an as needed basis, as described in Exhibits A and B attached hereto and incorporated herein by reference, the COUNTY does not guarantee utilization of this Contract. The COUNTY may award contracts to other vendors for similar products or services. Actual utilization will be based on availability, proximity of vendor facilities, frequency of deliveries, or any other factor deemed important to the COUNTY.
- c. 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.
- d. The CONTRACTOR shall perform the work specified in this Contract in accordance with federal, state, and local law, and standard industry practice.
- e. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- f. 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:

Brian Hilfiker
9222 North Lake Road
Spokane Valley, WA 99212
Phone: (509) 534-5180
Email: mariasc@firesystemswest.com

b. For COUNTY:

Dan Waggoner
7122 W. Okanogan Pl.
Kennewick, WA 99336
Phone: (509) 222-3704
Email: dan.waggoner@co.benton.wa.us

5. COMPENSATION

- a. The CONTRACTOR shall be paid for providing annual fire alarm system inspections and as-needed inspection, testing, certification, and repair services, as provided in Section 3 of this Contract, pursuant to the rates specified in Exhibit A. The CONTRACTOR shall also receive travel and per diem reimbursement in accordance with the quoted costs detailed in 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 may not exceed Thirty-Four Thousand Nine Hundred Ninety-Nine dollars (\$34,999.00), including W.S.S.T. The CONTRACTOR shall monitor its cumulative total accounts receivables to ensure that it will not do work in excess of

the total approved payable amount, and that total billings will not exceed the total approved payable amount. The CONTRACTOR shall inform COUNTY promptly in writing when the cumulative accounts receivables attributable to the COUNTY pursuant to the services portion of this Contract reaches eighty percent (80%) of the total amount payable so that approval and budgeting for additional payable amounts may be obtained, if appropriate. Any dollar amount above the maximum total amount payable will only be approved with an amendment to this Contract. Prior to any compensation being paid, the CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy to 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 via <https://secureaccess.wa.gov/> and forward a copy to COUNTY'S Contract Representative. No final payment will be made until the Affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>.

6. **INVOICING**

- a. 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 of this Contract.
- b. At such time as the first invoice is submitted, or any time thereto, CONTRACTOR, as well as all subcontractors and sub-subcontractors that 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 Contract 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 by this section and Section 5 by all required parties and the services have been performed to the COUNTY's satisfaction.

- c. The CONTRACTOR may invoice the COUNTY for Washington State Department of Labor and Industries Prevailing Wage filing fees for one Intent to Pay Prevailing Wages per year and one Affidavit of Wages Paid per site visit when billable work is performed. The CONTRACTOR may also invoice the COUNTY for fees associated with fingerprinting for the purpose of obtaining CJIS Training and permits in accordance with Section 28.
- d. 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 and its officers, officials, employees, and agents from and against any and all claims, actions, suits,

liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, 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 or its officers, officials, employees, or agents. In the event of the concurrent negligence of the CONTRACTOR or its subcontractors, employees, or agents and the COUNTY or 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 and its subcontractors, employees, and agents.

- b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 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 and the CONTRACTOR'S employees, agents, and 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. **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
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

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

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. The 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. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars (\$1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY and its elected and appointed officers, officials, employees, and agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.
2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY and its officers, officials, employees, and 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. All liability insurance required under this Contract 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.

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

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected and appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.
2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.
3. All written notices under this Section 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 a Labor and Materials Payment Bond with sufficient sureties acceptable to Benton County, in an amount equal to one hundred (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 COUNTY to retain fifty percent (50%) of the contract amount for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the Washington State Department of Revenue and the Washington State 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, deem to be, 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 that 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 the Contract's 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 and 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 of this Contract. Nothing in this Section shall limit the rights of the COUNTY pursuant to this Contract or applicable 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 C shall be paid to all employees, agents, subcontractors, or sub-subcontractors who do any work for the CONTRACTOR on this project. CONTRACTOR shall ensure that all subcontractors or sub-subcontractors sign an agreement to pay these same wages, and that such a signed agreement is submitted to COUNTY prior to subcontractor commencing any work on the project. This schedule is duplicated from the Washington State Department of Labor and Industries website, it 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 Washington State 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 and its assignees, delegates, and subcontractors

shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, 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, 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, CONTRACTOR agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

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: indemnification; insurance; non-waiver; inspection of books and records; choice of law; compliance with laws; litigation hold; and the Public Records Act.

27. CONFIDENTIALITY

The CONTRACTOR and 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.

28. BENTON COUNTY BACKGROUND CHECK

- a. The CONTRACTOR and any of its employees, subcontractors, and subcontractor's employees who will be working onsite at the Benton County Justice Center in Kennewick, Washington, must each complete a Security Background Check form, attached hereto as Exhibit D and incorporated herein by reference. Successful completion of the background check, as determined by the COUNTY, is required prior to the first day of work or entry into the jail. The completed form must be either e-mailed to Bobbi.Romine@co.benton.wa.us or faxed to (509) 222-3745, attention: Bobbi Romine. The CONTRACTOR agrees to

remove any of its employees or the employees of a subcontractor, prior to performance hereunder, if in the sole discretion of the COUNTY, the employee fails the Security Background Check. In addition, CONTRACTOR agrees to provide the COUNTY notice if, during the performance of work hereunder, any of its employees or the employees of a subcontractor are charged with or convicted of any crime. Finally, if the CONTRACTOR, an employee, a subcontractor, or an employee of a subcontractor discovers that a friend or family member is in the custody of the Benton County Jail, he or she must immediately notify jail staff.

- b. In addition to the above, prior to performance hereunder, the CONTRACTOR and its employees, its subcontractors, and any subcontractor's employees who will be working onsite must appear in person at the Benton County Sheriff's Office and present to Records Staff government-issued identification and a check, cash, or money order in the amount of \$34.75 for livescan or \$52.75 if required to ink roll the fingerprint. This fee may be invoiced to the COUNTY for reimbursement. Fingerprints will be taken and submitted to Washington State Patrol for verification. A complete fingerprint based criminal history check and local criminal history will be completed by the Records Sergeant. Information regarding any felony or misdemeanor conviction history will be presented to the Undersheriff for a determination of whether the individual will be allowed UNESCORTED access to the jail facility. For an employee of the CONTRACTOR with any felony convictions, the Washington State Patrol WSP ACCESS Section will also review the employee's conviction history and determine whether the employee will be allowed unescorted access to locations at the Benton County Justice Center that have access to the network housing the ACCESS program. Locations with such access include anything that connects to the COUNTY's network and the majority of computers within the jail and Sheriff's facility.
- c. The CONTRACTOR and its employees, its subcontractors, and any subcontractor's employees shall complete CJIS Online Training, a web-based training that is accessible from any

computer with internet access. If a person has previously completed CJIS Online Training for another criminal justice agency, he or she will not need to repeat the training as the Records Sergeant will be able to locate the employee's name in an online database.

The CONTRACTOR shall designate an individual for its company who will monitor and make sure that backgrounded employees complete the training prior to performance of this Contract. CONTRACTOR shall provide to Bobbi Romine at Bobbi.Romine@co.benton.wa.us the contact information for the individual designated to monitor and ensure employee training is complete. Ms. Romine will provide the individual with the website address and instructions for completing the training.

If the COUNTY determines that any individual performing work hereunder is required to be escorted at all times within the facility, the escort must be ACCESS certified or have taken the CJIS Online Training course and have completed a fingerprint based criminal history check.

- 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 it is effective on the last date signed.

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

Date: _____

Date: 10/19/2016

BENTON COUNTY

FIRE SYSTEMS WEST

Chairman
Benton County Commissioner


Signature

Approved as to Form:

President
Title:


Civil Deputy Prosecuting Attorney

James Blackburn
PRINTED NAME

Benton County Facilities
 7122 W. Okanogan Place, Bldg. A
 Kennewick, WA 99336
 509-222-3704; 509-736-2708 (fax)
dan.waggoner@co.benton.wa.us

REQUEST FOR RATES FOR ANNUAL FIRE ALARM SYSTEM INSPECTIONS AND SERVICE (3 –Years)

Please provide a written quote for 2016-2018 rates for annual Fire Alarm System Inspections and As-Needed Service for the following Benton County locations.

This is a prevailing wage job. **Do not** include any charges for prevailing wage intent and affidavit forms filed with Washington State Dept. of Labor & Industries. Benton County agrees to reimburse the contractor actual expenses incurred for any prevailing wage filing fees (**one** intent per year and **one** affidavit filed for each event).

CONTRACTOR NAME & ADDRESS/CONTACT PERSON	PHONE	CONTRACTOR LICENSE#	EMAIL
Fire Systems West, Inc. 922 North Lake Road, Spokane Valley, WA 99212 Bryan Hilfiker	509-534-5180	FIRESW1055LW	mariasc@firesystemswest.com

LOCATION/DESCRIPTION	RATES for 2016	Rates for 2017	Rates for 2018
Justice Center (Kennewick)- EST-3 system, installed in 2002, with approximately 797 smoke detectors, 135 heat detectors, 23 duct detectors and 59 Pull Stations. The system also includes 45 Output Relays and 83 Inputs points. This system has 3 main panels and 5 remote annunciator panels. (7122 W. Okanogan Pl in Kennewick, WA)	3520.00	3520.00	3520.00
Coroner's Office (Kennewick) has a Notifier SFP-400B panel, installed in 2004, with 4 smoke detectors and 1 pull station. (7110 W. Okanogan Pl in Kennewick, WA)	99.00	99.00	99.00
Courthouse (Prosser) has a Simplex 2001 Series panel, installed in 1987, with 2 smoke detectors, 2 heat detectors and 13 pull stations. (620 Market St in Prosser, WA)	332.00	332.00	332.00
Benton Franklin Health District building (Kennewick) has a Silent Knight IFP100 Panel, installed in 2008, with 10 smoke detectors, 4 heat detectors and 5 pull stations. This system has one main panel and one remote annunciator panel. (7102 W. Okanogan Pl in Kennewick, WA)	285.00	285.00	285.00
Benton County Fairgrounds, Building #2. Silent Knight panel with a smoke detector and 6 pull stations. (1500 S. Oak St in Kennewick, WA)	135.00	135.00	135.00
Benton County Animal Control Facility. Silent Knight panel with 6 smoke detectors and 3 pull stations. (1116 N. Grant Pl in Kennewick, WA)	135.00	135.00	135.00
Travel/Per Diem Costs	475.00/500.00	500.00/500.00	500.00/500.00

Hourly Rate - programming changes and/or equipment changes or installations for work performed outside the annual inspection	\$95.00 an hour with 1.5 hr. minimum if already on site, if not, add travel 2 hr. at \$95.00 an hour	\$100.00 an hour with 1.5 hr. minimum if already on site, if not, add travel 2 hr. at \$100.00 an hour	\$100.00 an hour with 1.5 hr. minimum if already on site, if not, add travel 2 hr. at \$100.00 an hour
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Requirements:

- Contractor must be certified on each type of system, including EST-3.
- The inspection will include 100% of all devices on each system.
- The inspection must include all initiating devices, all notification appliances, and all panels and associated batteries. Also includes all system devices associated with elevators.
- Contractor shall be responsible for verifying that all devices are tested, and noted as pass or fail. County will be responsible for repairing any device that fails.
- Contractor shall be responsible for necessary tools and equipment to perform the inspection.
- Contractor shall be aware of the number of each type of device, prior to beginning the inspection. Specifically, the number of heat detectors should be acknowledged so that proper planning can be made to keep test equipment available and ready.
- All locations within Kennewick require the contractor to file a report with Tegrifire upon completion.

Please provide a quote to the following:

Dan Waggoner
Facilities Manager
Benton County Facilities
7122 W. Okanogan Pl
Kennewick, WA 99336

Office: 509-222-3704

Fax: 509-736-2708

dan.waggoner@co.benton.wa.us

REQUEST FOR PROPOSAL

Project: Benton County Fire Alarm Systems Inspection and Repair
2016-2019 (36 month contract)

Owner: Benton County

Submit To: Dan Waggoner, Facilities Manager
Benton County Facilities
7122 W. Okanogan Place
Kennewick, WA 99336

Proposals Due By: Thursday, September 29, 2016 at 4:00pm. –Proposals received after the time specified will be disregarded.

Submittal: Submittal must include a completed “Request for Proposal Form” Exhibit A of this document. Mail or deliver submittal to the address above. Proposal may alternatively be emailed to Dan.Waggoner@co.benton.wa.us

Benton County is soliciting proposals for inspection, certification and repair of Fire Alarm Systems and associated equipment at various Benton County Facility locations throughout Benton County, Washington, and any other Benton County facility as needed. There are currently 6 systems that require testing, the majority of which are located in Kennewick, Washington with one system located at the Benton County Courthouse in Prosser, Washington.

SCOPE OF WORK:

The County requires and the CONTRACTOR agrees to perform the following services: inspect, test, certify and repair Fire Alarm Systems in accordance with local and state regulations. All work must be performed to industry standards by certified inspectors and/or technicians. Tests will be considered a 100% system test. CONTRACTOR must be certified to maintain/modify each system.

All inspections performed within the City of Kennewick require inspection reports be filed with www.TegrisFire.com, with a copy forwarded to the County’s contract representative. The filing fees for this will be reimbursed by the County.

All work will be performed between the hours of 7:00am and 4:00pm, Monday through Friday. A functional test of the system at the Benton County Justice Center will be performed either before 7:00am or after 5:30pm.

REQUEST FOR PROPOSAL AND ATTACHED EXHIBITS:

This request for proposal consists of this document and the following exhibits:

- Exhibit A - Request for Proposal Form
- Exhibit B - “Sample” - Contract between County and Contractor
- Exhibit C - “Sample” - Certificate of Insurance
- Exhibit D - Prevailing Wage Rates as of September 13, 2016
- Exhibit E - Background Check Form

CERTIFICATE OF INSURANCE:

CONTRACTOR is required to maintain the insurance outlined in (Exhibit B), Section 9 and submit a certificate of insurance outlined in the “sample” Certificate of Insurance attached hereto referenced as (Exhibit C) if awarded the Contract.

BOND:

If awarded the Contract, The CONTRACTOR shall furnish Benton County with a Performance Bond as outlined in Section 10 of Exhibit B. If the total contract amount is less than \$35,000.00, a Letter in lieu of Bond may be submitted.

BACKGROUND CHECK:

All CONTRACTOR’S employees working on site will be required to pass a background check. See attached Exhibit E.

PREVAILING WAGES:

- a. Prevailing wages are required for this project. Prior to any compensation being paid, CONTRACTOR shall submit a Statement of Intent to Pay Prevailing Wages via <https://secureaccess.wa.gov/> and then forward a copy to 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 via <https://secureaccess.wa.gov/> and forward a copy to COUNTY’S Contract Representative. No final payment will be made until the Affidavit is provided. COUNTY requires that all Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid be filed electronically with <https://secureaccess.wa.gov/>. The COUNTY agrees to reimburse actual costs for filing these forms. Intent forms must be filed prior to the start of work, if possible. Affidavits are filed after completion of the work. Approval and certification of those forms by the industrial statistician is based on the information provided on the forms, and does not constitute approval of the classifications of labor reported.

This document and the materials enclosed herewith constitute an invitation to submit proposals only and do not represent an offer by Benton County. Only upon the County’s acceptance of such offer by proposal award shall any contractual commitment be created.

Benton County reserves the right to reject all proposals and discontinue the process if it determines that such course of action is in the best interests of the County.

Price quoted in the proposal shall be exclusive of federal taxes. Any Washington State Sales Tax included in the proposal price will not be considered a part of the net proposal amount.

Should any discrepancies or omissions be found in this Request for Proposal, or there are any questions about the Request for Proposal, bidder should at once notify Dan Waggoner by telephone at (509) 222-3704 or by e-mail at dan.waggoner@co.benton.wa.us. Written notice of changes or clarification to this RFP will be sent to all bidders when required. The County shall not be held responsible for verbal interpretations.

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: 9/13/2016

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	Holiday	Overtime	Note
Benton	Electronic Technicians	Journey Level	\$11.00		<u>1</u>	

ADVERSE HISTORY INFORMATION

The following information pertains to all incidents, whether under Washington State law, the law of another State, or federal law. If you answer "yes" to any question, please provide details including the date, location/jurisdiction, case number, charge if applicable, and arresting agency if applicable.

- Have you ever been convicted of, or are you currently charged with, any crime (this includes adjudications as a juvenile unless expunged or vacated)?
- Have you ever been found by way of any judicial, administrative, or employer process or investigation to have committed sexual harassment or to have engaged in any other forcible or nonconsensual sexual conduct?
- Have you ever been terminated from employment or a previous position (including volunteer positions), or permitted to resign in lieu of termination?
- If answered yes, please describe the circumstances surrounding the incident.
- If requesting access to the jail, do you currently have any family members or friends in custody at the Benton County Jail? If so, who is in jail and what is their relationship to you?

CONTINUING NATURE OF ADVERSE HISTORY INFORMATION

I understand that during all times I have jail access, am employed by, or have volunteer status with, Benton County, that I am required to inform my immediate supervisor or jail staff any time I am charged with or convicted of any crime, and any time I am named as a defendant/respondent in any lawsuit or complaint alleging sexual harassment or other forcible or nonconsensual sexual conduct. I understand that failure to make such notification within one business day of such action, excluding any time I am incarcerated or otherwise incapable of making such notification, shall be grounds for denied access into the jail and/or immediate termination of my employment or volunteer status with Benton County.

POTENTIAL DISQUALIFIERS

- Felony convictions within the past five (5) years
- Violent misdemeanors or domestic violence convictions within the past five (5) years
- Drug related convictions within the past five (5) years

Some exemptions may apply on a case by case basis.

I have read, fully understand, and voluntarily provide this Authorization and Release. By signing below, I also certify, under penalty of perjury as provided by the laws of the State of Washington, that I am the person identified above, and that all of the biographical, adverse history, and other information provided above is true, correct, and complete to the best of my knowledge.

Signature

Date

A minimum of two business days required for processing.

Do Not Write Below This Line

Comments:

COMPLETED BY AND DATE:

f. Purchase of Additional Workstations & Monitors from Dell Premier for Public Works

AGENDA/WORKSHOP ITEM	TYPE OF ACTION NEEDED	
Meeting Date: November 1, 2016	Execute Contract	___
Subject: Approve purchase of additional workstations and monitors from Dell	Pass Resolution	_X_
	Pass Ordinance	___
By: Teri L. Holmes	Pass Motion	___
Reviewed By: Loretta SmithKelty	Other	___
	Consent Agenda	_X_
	Public Hearing	___
	1st Discussion	___
	2nd Discussion	___
	Other	___

BACKGROUND INFORMATION

Benton County Public Works has long been utilizing workstations not enrolled in the replacement fund. During the last budget cycle funds were requested and set aside to purchase new equipment for the most in need. It was understood that this new equipment would be enrolled into the replacement fund. Turns out the need far outweighed the budgeted funds. Public Works has submitted a line item transfer to cover these additional expenses of approximately \$17,835.

SUMMARY

Benton County Information Technology recommended purchasing Dell workstation and monitors.

RECOMMENDATION

Recommend the Board of Benton County Commissioners approve the posthumous purchase of Dell workstations and monitors used by Public Works in an amount not to exceed 2015-2016 budgeted funds (3192) plus line item transfer of \$17,825.00.

FISCAL IMPACT

None. Funds in 2015-2016 Biennial Budget

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ADDITIONAL WORKSTATIONS AND MONITORS FROM DELL PREMIER REPLACING LEAVE-TO-DIE WORKSTATIONS IN PUBLIC WORKS DEPARTMENT.

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

WHEREAS, The Benton County Public Works requested in the 2015-2016 Biennial Budget funding for workstations to replace Leave-to-die computers currently used in their department; 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 eQuotes from Dell Premier for various workstations utilizing Washington State Contract pricing and placed the order for the purchases;

WHEREAS, the total expenditures were more than were allocated in the 2015-2016 budget; and

WHEREAS, Public Works as submitted a line item transfer from existing funds to cover the additional expenses of approximately \$17,825; NOW THEREFORE,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's selection and approves the posthumous purchase of Dell workstations and monitors from Dell Premier for use by the Benton County Public Works department in an amount not to exceed the 2015-2016 budget plus Line Item Transfer of \$17,825.

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

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 01 Nov 2016 Subject: Candy Mtn easement Memo Date: 25 Oct 2016 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution X Pass Ordinance Pass Motion None	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY

For consideration is acceptance of a public access easement over, across, and through property in Goose Gap owned by Daniel and Tamara Tanninen. The easement will provide a better access to and through the parcels which the County purchased earlier this year and from which the "Candy Mountain Preserve" was created.

BACKGROUND & DESCRIPTION

This action would create a 30-foot wide public access easement along the eastern property boundary of the Tanninen property. This is the boundary that borders the County parcel, known generally as the "parking lot parcel".

The purpose of the easement is to better facilitate hiker access across the point where the two County parcels meet at a corner (the northwest corner of the parking lot parcel).

The easement has been reviewed and approved by the Benton County Prosecutor.

The Tanninens have signed the easement.

The County (Chairman) needs to sign the easement, have it notarized, and have it recorded.

FISCAL IMPACT

None.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A NEW PUBLIC ACCESS EASEMENT ACROSS PRIVATE PROPERTY NEAR CANDY MOUNTAIN

WHEREAS, Benton County finds it in the public's interest to obtain, hold, and ensure permanent public access to certain properties in the area of Candy Mountain where the County purchased acreage and created the "Candy Mountain Preserve" earlier in 2016 for recreational purposes; and,

WHEREAS, Daniel Tanninen and Tamara Tanninen, husband and wife (Grantor), are the owners of real property legally described as Lot 3, Short Plat 1216 (Tax Parcel No. 1-1998-401-1216-003), who shall grant to Benton County (Grantee), a new 30-foot wide public access easement over, across, and through the Grantor's aforementioned property for the purpose of public access, ingress, and egress; **NOW THEREFORE**,

BE IT RESOLVED, by the Benton County Board of Commissioners that obtaining this public access easement is in the long-term interest of the public, and that the Chairman is hereby authorized to sign said public access easement as the Grantee.

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: Walker Heye Meehan & Eisinger, PLLC
cc: Auditor, Commissioners, Parks, Park Board,
Daniel and Tamara Tanninen

Prepared by: A.J. Fyall

WHEN RECORDED RETURN TO:

WALKER HEYE MEEHAN & EISINGER, PLLC
1333 COLUMBIA PARK TRAIL, SUITE 220
RICHLAND, WA 99352

PUBLIC ACCESS EASEMENT

THIS AGREEMENT is entered into this ____ day of October, 2016, by and between Daniel E. Tanninen and Tamara K. Tanninen (Grantor), and Benton County, Washington, a Washington municipal corporation, and its successors and assigns (Grantee).

WHEREAS, Grantor is the owner of and has title to the real property legally described as Lot 3, Short Plat 1216 (Tax Parcel No. 1-1998-401-1216-003); and

WHEREAS, Grantee is a municipal corporation; and

WHEREAS, Grantee owns the real property legally described as Lots 2 and 4, Short Plat No. 1216 (Tax Parcel Nos. 1-1998-401-1216-002 and 1-1998-401-1216-004); Lot 4, Short Plat No. 2138 (Tax Parcel No. 1-1998-101-2138-004); Lot 2, Short Plat No. 2826 (Tax Parcel No. 1-1998-101-2826-004); and The West Half of the Northeast Quarter, Except the North Half of the Northwest Quarter of the Northeast Quarter, and also Except the South Half of the Southwest Quarter of the Northeast Quarter of Section 19, Township 9 North, Range 28 East, W.M., records of Benton County, Washington (Tax Parcel No. 1-1998-100-0001-002); and

WHEREAS, Grantee desires a public access easement over, through and across Grantor's property for the purpose of access, ingress and egress; and

WHEREAS, Grantor desire to grant and convey to Grantee a public access easement for the purpose of access, ingress and egress;

NOW THEREFORE, IT IS AGREED:

1. Easement Grant and Purposes. For good and valuable consideration, Grantor grants a public access easement (as described in Exhibit A and shown in Exhibit B) to Grantee over and through the Grantor's property. The purpose of this easement will be for public access, ingress and egress to Grantee's property.

2. Maintenance. The cost of any construction, inspection, maintenance, improvement, repair, reconstruction, location and relocation of said easement shall be borne by Grantee, its successors and assigns. Grantee has permission to reasonably access Grantor's property for the construction, inspection, maintenance, improvement, repair, reconstruction, location and

relocation of said easement. Grantee's obligations under this Paragraph 2 shall only be to the extent of its use and need for the easement and shall not create any obligation to improve the easement from its present or then existing state for the benefit of any other party.

3. Assignment of Rights. Grantee shall have the right to assign its rights and obligations under this Agreement, including to the State of Washington through the Washington State Recreation and Conservation Office.

4. Duration. This easement is perpetual and shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.

5. Power to Prevent Inconsistent Use. The parties, their heirs, successors, and assigns, are hereby granted the power to prevent any use of the easement which is inconsistent with the purpose of public access, ingress and egress.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

GRANTOR

GRANTEE
BENTON COUNTY, WASHINGTON



Daniel E. Tanninen

Name: _____ Its: _____



Tamara K. Tanninen

STATE OF WASHINGTON)
) ss.
County of Benton)

I certify that I know or have satisfactory evidence that DANIEL E. TANNINEN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 21 day of October, 2016.



Natalie A. Delarosa
Notary Public in and for the State of
Washington, residing at West Richland
My Commission Expires: 10-19-17

STATE OF WASHINGTON)
) ss.
County of Benton)

I certify that I know or have satisfactory evidence that TAMARA K. TANNINEN is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 21 day of October



Natalie A. Delarosa
Notary Public in and for the State of
Washington, residing at West Richland
My Commission Expires: 10-19-17

EXHIBIT A

**LEGAL DESCRIPTION
PUBLIC ROAD EASEMENT
(WITHIN LOT 3 SHORT PLAT 1216)**

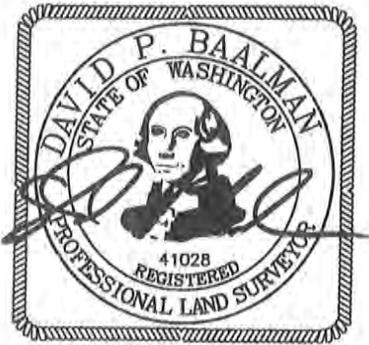
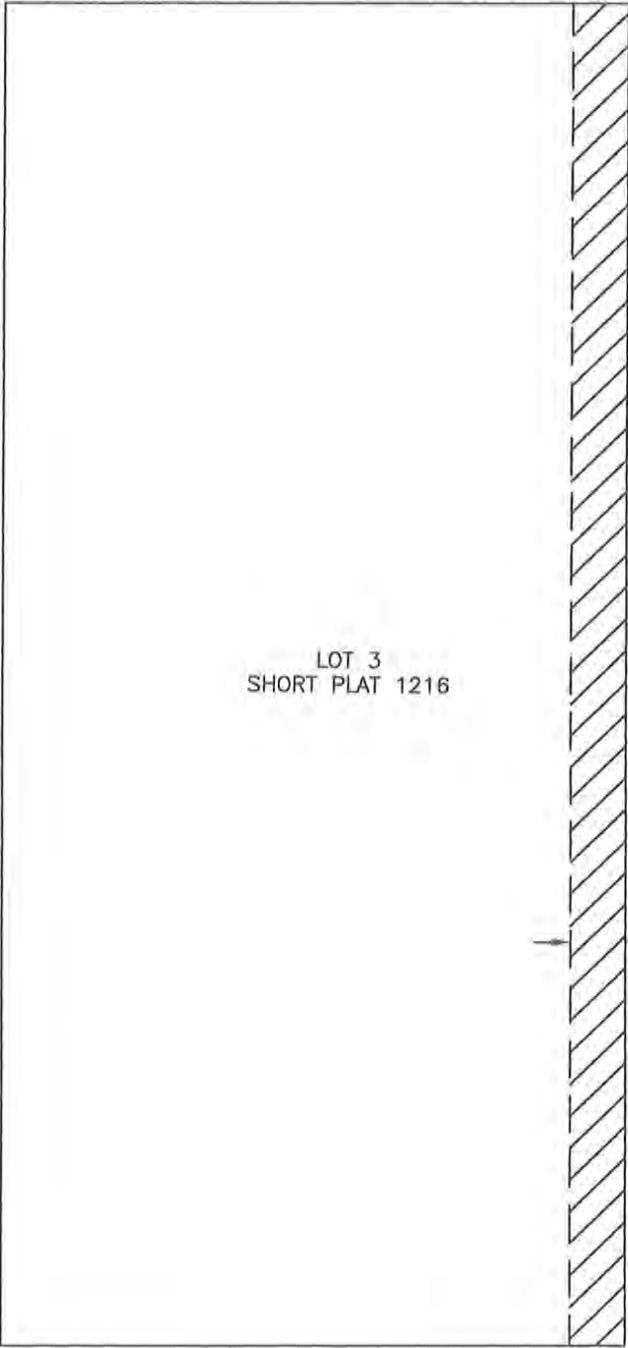
THE EAST 30.00 FEET OF LOT 3, SHORT PLAT 1216, ACCORDING TO THE SHORT PLAT THEREOF
RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 1216, RECORDS OF BENTON COUNTY, WASHINGTON

05116
2-19-16
DPB

EXHIBIT B

EXHIBIT MAP

FRIENDS OF BADGER MOUNTAIN
PUBLIC ACCESS EASEMENT
S19 T9N R28E W.M.
BENTON COUNTY, WASHINGTON



2-19-16

RSI ROGERS SURVEYING INC., P.S.
1406 COLUMBIA PARK TRAIL
RICHLAND, WA. 99355
PHONE (509) 728-4141
FAX (509) 728-8084
www.rogerssurveying.com

05116

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION</u>	
Meeting Date: <u>11/1/2016</u> Subject: <u>Salary Request</u> Prepared by: <u>L. Wingfield</u> Reviewed by:	<u>NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Due to the changes in the Planning Department, a salary increase has been requested for the Assistant Manager.

SUMMARY

See above.

RECOMMENDATION

Recommend the attached Salary Request Statement.

FISCAL IMPACT

Monthly salary increased by \$352.00.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN BENTON COUNTY AND COLUMBIA IRRIGATION DISTRICT FOR THE PURCHASE OF RAW MATERIALS FROM THE OWENS QUARRY

WHEREAS, Benton County and Columbia Irrigation District (CID) desire to enter into an Interlocal Cooperative Agreement allowing CID to purchase raw materials mined from Benton County property known as the Owens Quarry R-87; and

WHEREAS, an Interlocal Cooperative Agreement has been prepared and our departmental assigned Deputy Prosecuting Attorney from the Civil Division has reviewed and approved as to form said Interlocal Agreement; and

WHEREAS, the County Engineer recommends approving said Interlocal Agreement; **NOW, THEREFORE**,

BE IT RESOLVED, the Interlocal Cooperative Agreement between Benton County and Columbia Irrigation District (CID) allowing CID to purchase raw materials mined from Benton County property known as the Owens Quarry R-87 be approved and signed by the Board of Benton County Commissioners; and

BE IT FURTHER RESOLVED, said Interlocal Agreement will expire on December 31, 2018.

Dated this 1st day of November, 2016.

Chairman of the Board

Member

Member

Constituting the Board of
Commissioners of Benton County,
Washington.

Attest.....
Clerk of the Board

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN BENTON COUNTY AND COLUMBIA IRRIGATION DISTRICT
FOR PURCHASE OF RAW MATERIALS FROM THE OWENS QUARRY**

THIS AGREEMENT is made and entered into by and between Benton County (hereinafter "Benton") and Columbia Irrigation District, (hereinafter "CID") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

**ARTICLE I
PURPOSE**

- 1.01 **PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions under which CID may purchase raw materials mined from Benton County property known as the Owens Quarry (R-87). Neither Benton nor CID are required under this Agreement to provide equipment or services to the other party. Benton is not required to provide materials under this Agreement when it is determined provision of such materials would not be in the best interest of the County. No new or separate legal or administrative entity is created by this Agreement.

**ARTICLE II
ADMINISTRATION**

- 2.01 **ADMINISTRATOR.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of the Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party within 15 working days of the change occurring.
- 2.02 Benton's representative shall be County Engineer.
- 2.03 CID's representative shall be District Manager.
- 2.04 This Agreement is entered into pursuant to Chapter 39.34 RCW as an interlocal agreement between the parties. Each party shall be solely responsible for all costs, materials, supplies, and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incidental to the fulfillment of this Interlocal Agreement shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incidental to, this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement.

A copy of this Interlocal Agreement shall be filed with the Benton County Auditor, or posted on Benton or CID's website, as provided in RCW 39.34.040.

**ARTICLE III
DURATION AND RENEWAL OF AGREEMENT**

- 3.01 **DURATION AND RENEWAL**. This Agreement shall be effective when executed by both parties and shall continue until December 31, 2018, unless terminated in writing by either party as provided in Section 8.01 of this Agreement. The obligation to provide compensation for materials provided during the term of this Agreement shall survive this Agreement's termination or expiration.

**ARTICLE IV
COMPENSATION OF THE COUNTY**

- 4.01 **COMPENSATION**. CID hereby agrees to pay Benton for the value of the material extracted which includes any and all royalties paid as part of Benton's mining permit. Benton will provide CID a written price list for the materials available for extraction on or before October 1st each year. Prices shall be listed as a cost per cubic yard.

An administrative charge of fifteen percent (15%) of the total invoice amount shall be added to each invoice for overhead expenses for accounting, billing, and administrative services. Invoices will be issued on a monthly basis. The amount invoiced shall be paid within thirty (30) days after billing.

In order to determine the amount of material removed for billing, Benton and CID shall meet each year on or before October 1st and agree to a fixed volume each hauling vehicle CID intends to use can hold. CID shall provide to Benton a count of the total number of loads removed, by each type of hauling vehicle, each day it removes material from the property. Benton may, at its own discretion, perform topographic surveying of the areas where material is to be removed in order to verify the quantities provided by CID.

**ARTICLE V
PERFORMANCE OF AGREEMENT**

- 5.01 **COMPLIANCE WITH ALL LAWS**. Each party shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the performance of this Agreement, including without limitation, all those pertaining to wages and hours, confidentiality, disabilities, and discrimination.
- 5.02 **MAINTENANCE AND AUDIT OF RECORDS**. Each party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement. These records shall be subjected to inspection, review, and audit by either party or its designee, and the Washington

State Auditor's Office. Each applicable record shall be retained per the respective retention period under federal and Washington Law.

5.03 **ON-SITE INSPECTIONS.** Benton will evaluate the performance of this Agreement through on-site inspection to determine whether performance is in compliance with the standards set forth in this Agreement, and in compliance with federal, state, and local laws, rules, regulations, and ordinances.

5.04 **TREATMENT OF ASSETS AND PROPERTY.** No Fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

CID shall comply with all requirements contained in Benton's permit for mining and quarrying on the subject property. CID shall be responsible to reclaim areas it disturbs to obtain raw materials in accordance with said permit.

Benton will designate areas where CID may remove materials. CID shall not remove material from any other area without prior authorization from Benton.

5.05 **IMPROPER INFLUENCE.** Each party agrees, warrants, and represents that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

5.06 **CONFLICT OF INTEREST.** The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

5.07 **ASSIGNMENT AND SUBCONTRACTING:** No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of both parties.

5.08 **NOTICE:** Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice to CID shall be to the District Manager, 10 E. Kennewick Avenue, Kennewick, WA 99336. Notice to Benton for all purposes under this Agreement shall be to the County Engineer, 620 Market Street, PO Box 1001, Prosser, WA 99350.

ARTICLE VI INDEMNIFICATION

6.01 **INDEMNIFICATION.** If CID's actions under this Agreement give rise to a claim or demand against Benton, its appointed or elective officers, agents or employees, CID agrees to and shall defend, indemnify and hold harmless Benton, its appointed and elective officers, agents and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon Benton, its elected or appointed officials, agents or employees for damages because of personal or bodily injury, including death at any time resulting therefrom,

sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of CID, its elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of Benton, its appointed or elected officials, agents or employees. It is further provided that no liability shall attach to Benton by reason of entering into this contract, except as expressly provided herein.

ARTICLE VII DISPUTES

7.01 **TIME.** Time is of the essence of this Agreement

7.02 **GOVERNING LAW AND VENUE.** This Agreement shall be governed exclusively by the laws of the State of Washington. Venue for any action related to this contract shall be exclusively in Benton County, Washington.

ARTICLE VIII TERMINATION

8.01 **TERMINATION.** Any party hereto may terminate this Agreement upon thirty (30) days' notice in writing, either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

ARTICLE IX GENERAL PROVISIONS

9.01 **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended, or waived only by written agreement signed by the parties and adopted by resolution of each party's legislative authority. Any waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence, or omission, and shall not constitute a waiver as to any other term or condition or future act, occurrence, or omission. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

9.02 **ASSIGNMENT.** Neither party may assign its rights or delegate its duties under this Agreement, whether by assignment, further subcontract, or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

9.03 **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

9.04 **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2016

APPROVED:

BOARD OF COUNTY
COMMISSIONERS,
BENTON COUNTY, WASHINGTON

Shon Small, Chairman

James Beaver, Chairman Pro Tem

Jerome Delvin, Member

Attest: Cami McKenzie, Clerk of the Board

APPROVED:

BOARD OF Directors

Vincent Shawver, President

Matthew Morrell, Vice President

Jerry Sleater, Director

Jim Gose, Director

Neil Martin, Director

APPROVED AS TO FORM:

By: _____
Benton County
Deputy Prosecuting Attorney

APPROVED AS TO FORM:

By: _____

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>November 1st, 2016</u>	Execute Agreement _____	Consent Agenda _____ X
Subject: <u>Line Item Transfer</u>	Pass Resolution _____	Public Hearing _____
Prepared by: <u>KDL</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>MSR</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Four new computers and 8 monitors were purchased and placed on the replacement program to replace outdated computers. A line item transfer is required in order to fund the purchase of the equipment. Funds are being transfer from the budgeted Road & Street Administration Repair & Maintenance line item. As well as from the Road & Street Operations Office & Operating Supplies line item.

SUMMARY

A line item transfer is required to fund the purchase of new computers and monitors.

RECOMMENDATION

Approve transfer of funds within County Road fund.

FISCAL IMPACT

None

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: TRANSFER OF FUNDS WITHIN COUNTY ROAD FUND 0101-101, DEPARTMENT NUMBER 500

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

Dated this 1st day of November, 2016.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

K. Laughlin

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Public Works

Dept Nbr: 500

Fund Name: County Road

Fund Nbr: 0101101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
543.300	4800	Repair & Maintenance	\$ 9,000	543.300	3192	Cmptrr Hrdwre & Sftwre	\$9,000.00
544.200	3100	Office & Operating Supplies	\$8,825	543.300	3192	Cmptrr Hrdwre & Sftwre	8,825
TOTAL			\$0	TOTAL			\$17,825
			\$17,825				\$17,825

Explanation: New computers and monitors were purchased and placed on the replacement program with Central Services to replace old out dated computers in the Engineering office.

Prepared by: Kristen Laughlin

Date: 03-Oct-2016

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF CORRECTIONS
DEPARTMENT NUMBER 120.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name:

Dept Nbr:

Fund Name:

Fund Nbr:

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.295	3106	Operating Supplies	\$150	523.295	2105	Uniform & Accessories	\$150
TOTAL			\$150	TOTAL			\$150

Explanation:

To appropriate funding for uniform and boots

Prepared by:

Date:

Approved

Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

BENTON COUNTY AGENDA ITEM

AGENDA ITEM: _____	Type of Action			
MEETING DATE: 11/1/16	Execute Contract	<u> X </u>	CONSENT AGENDA	<u> X </u>
SUBJECT: <u>Spanish Language</u> <u>Interpreter Contract -</u> <u>Superior Court</u>	Pass Resolution	<u> X </u>	PUBLIC HEARING	_____
	Pass Ordinance	_____	1 ST DISCUSSION	_____
	Pass Motion	_____	2 ND DISCUSSION	_____
Prepared By: Pat Austin	Other	_____	OTHER	_____
Reviewed By: Ryan Brown, Loretta Smith- Kelty	Approve for Hearing	_____		_____

BACKGROUND INFORMATION

Benton County contracts with a Spanish Language interpreter for the provision of interpreter services for defendants charged in criminal matters and legal financial obligations in the Superior Court. The current contract will expire on December 31, 2016 and based on the revised Benton County Procurement Policy a new contract is required for 2017-2018.

The proposed contract contains meets the following requirements:

- ◆ Insurance requirements meet current County expectations
- ◆ The contract is in compliance with the Interpreter Reimbursement Agreement with the Administrative Office of the Courts with regard to required hourly rate.

SUMMARY

Renewal of Spanish language interpreter contract with revisions as to dates of agreement.

RECOMMENDATION

The Court recommends approval of the contract.

FISCAL IMPACT

The will be no additional bottom line financial impact to the 2017-2018 budget. The compensation of the contract has not changed from the 2015-2016 agreement.

MOTION

I move to approve Resolution No. _____ and the 2017-2018 Agreement between Benton County and Ana Armijo for Court Certified Spanish Interpreting Services for Superior Court.

RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE 2017-2018 AGREEMENT BETWEEN BENTON COUNTY AND ANA ARMIJO FOR INTERPRETER SERVICES FOR THE SUPERIOR COURT.

WHEREAS, Ana Armijo is a Spanish language interpreter; and

WHEREAS, the Board of Benton County Commissioners and Ana Armijo have developed an Agreement for Spanish Interpreting Services for the Superior Court effective from January 1, 2017 through December 31, 2018, attached hereto.

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approves the attached agreement with Ana Armijo.

Dated this _____ day of _____, 20_____

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

cc: Superior Court, A. Armijo, Auditor, Prosecutor

**PERSONAL SERVICE AGREEMENT
FOR COURT CERTIFIED SPANISH INTERPRETING SERVICES
FOR BENTON COUNTY SUPERIOR COURT**

This Personal Service Agreement entered into and effective January 1, 2017, by and between Benton County, a political subdivision of the State of Washington, and Ana Armijo (hereinafter called "Translator").

WITNESSETH:

WHEREAS, Benton County, as part of its system of criminal justice, is required to provide for all Superior Court proceedings a certified interpreter for all criminal defendants who are unable to speak and/or understand English; and,

WHEREAS, Translator has been certified by the State of Washington and has access to Certified Court Translators; and,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PROFESSIONAL SERVICES.

1. The Translator shall provide such services to Superior Court as are commensurate with the definition provided in Chapter 2.43 RCW; an interpreter is one who is able to readily translate spoken and written English to persons from a non-English background who cannot readily speak or understand the English language and who, when involved as a party to a legal proceeding, by reason of such inability to speak and understand English is unable to obtain due process of law.

2. The Translator shall provide interpretive services in Spanish according to all needs for such services in Superior Court except deaf or hearing impaired.

3. The Translator represents that she is a Certified Interpreter by the Washington State Administrative Office of the Courts and shall maintain her status as a Certified Interpreter for the duration of the term of the agreement. Translator shall comply with all federal, state and local laws and regulations in performing services under this agreement.

4. The necessary services required by Translator under this Agreement are:

(a) Spanish interpreting for all Benton County Superior Court criminal dockets, 8:30 a.m. and 1:30 p.m. sessions, and Spanish interpreting for any and all interviews of inmates at the Benton County jail with their legal counsel upon request of counsel, at a mutually agreeable time and date.

(b) Spanish interpreting for all Benton County Superior Court Legal Financial Obligation Docket proceedings that are scheduled on the

same day of the week as any Benton County Superior Court criminal docket. If a second Spanish translator is needed for a Legal Financial Obligation docket because the Court cannot schedule its hearings to eliminate a scheduling conflict for Translator between a Benton County criminal docket and a legal financial obligation docket, the cost of the second translator will be at the County's expense.

- (c) Translator shall provide substitute certified Spanish interpreters for coverage for the matters set forth above in section I.4(a) and (b) if Translator is not available for such matters, at Translator's expense.

5. Any Interpreter other than Translator provided by Translator in accordance with this agreement must be approved in writing by Benton County Superior Court.

II. NOTIFICATION.

No notices are required to Translator for services required under section I.4 above. If Benton County desires Translator to provide additional services to be compensated as provided under section III. 2 below, it must notify Translator and will make reasonable efforts to provide written notice at least twenty-four hours prior to the time Translator's services are needed. It is within Translator's discretion whether to provide such additional services or not.

III. COMPENSATION.

1. Benton County Superior Court shall compensate the Translator at a monthly rate of Three Thousand Seventy-five Dollars (\$3,075.00) for services to Benton County Superior Court rendered under section I.4 above, payable on the fifth (5th) day of the month.

2. Benton County Superior Court shall compensate the Translator for her additional services not required under section I.4 above, including services during criminal trials and for civil proceedings, at a rate of Fifty Dollars (\$50.00) per hour. Payment for services billed at an hourly rate shall be made upon receipt of a monthly billing detailing services provided. Said billing shall be submitted to the Superior Court Administrator no later than the 15th day of each month. Translator's failure to timely bill for services under this paragraph constitutes a waiver of additional payment for such services, and Translator shall only be entitled to the monthly compensation set forth in Section III.1 above for that month.

IV. EXPENSES.

The Translator shall not charge Benton County for any expenses incurred for interpretive services, except that in the event Translator interprets for a trial held

in Prosser, Washington, the Court will pay Fifty Dollars (\$50.00) for one (1) hour travel time plus \$25.00 for travel expenses per day that Translator provides services in Prosser.

V. TERM.

The term of this agreement shall be for the period commencing upon January 1, 2017 and concluding December 31, 2018.

VI. NON-ASSIGNMENT.

The Translator shall not assign this contract to any person or entity without prior written approval of the Benton County Superior Court.

VII. TERMINATION.

Each of the parties shall have a right to terminate this agreement upon ten (10) days advance written notice to the other party in the event the other party fails to comply with any of the provisions of this Agreement or upon thirty (30) days written notice without cause.

VIII. INDEPENDENT CONTRACTOR.

1. The Translator's services shall be furnished by Translator as an independent contractor and not as an agent, employee or servant of Benton County. Translator specifically has the right to direct and control Translator's own activities in providing the agreed services in accordance with the specifications set out in this agreement.

2. Translator acknowledges that the entire compensation for this agreement is set forth in Section III of this agreement, and neither Translator nor its employees are entitled to any Benton 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 Benton County employees.

3. Translator shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of Translator shall be or deem to be or act or purport to act as an employee, agent, or representative of Benton County.

4. Translator 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.

IX. HOLD HARMLESS AND INDEMNIFICATION.

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

2. In any and all claims against Benton County, its officers, officials, employees and agents by any employee of the Translator, 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 Translator 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 Translator expressly waives any immunity the Translator might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the Translator 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 Translator makes with any subcontractor or agent performing work hereunder. Translator's obligations under this Section IX shall survive termination and expiration of this Agreement.**

3. The Translator'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 Translator, the Translator's employees, agents or subcontractors.

X. INSURANCE

1. **Professional Liability Insurance:** Prior to the start of work under this Agreement, the Translator shall secure and maintain at its own expense Professional Liability Insurance appropriate to the Translator's profession and shall be written subject to limits of not less than one million dollars (\$1,000,000) per occurrence or claim. 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 Translator's services defined in this Contract.

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

2. **Automobile Liability:** The Translator shall maintain, during the life of this Agreement, Automobile Liability Insurance (ISO Form Number CA0001) or equivalent in the amount of not less than one hundred thousand dollars (\$100,000) per accident for Bodily Injury and Property Damage to protect Interpreter from claims which may arise from the performance of this Agreement, whether such operations be by the Translator or by anyone directly or indirectly employed by the Translator.

3. **Other Insurance Provisions:**

- a) The Translator's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Benton County its elected and appointed officers, officials, employees and agents. Translator'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 Benton County shall be excess and not contributory to Translator's insurance policies.
- b) The Translator's liability insurance policies shall contain no special limitations on the scope of protection afforded to Benton County as an additional insured.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Benton County its officers, officials, employees or agents.
- d) The Translator'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.
- e) The Translator 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.

- f) 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. **If the Translator maintains higher limits than the minimums required in this Agreement, Benton County requires and shall be entitled to coverage for the higher limits maintained by the Translator.**
- g) The Translator shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement except for professional liability under Section X.1, shall be written on an Occurrence Policy form.
- h) Translator hereby agrees to waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Translator to enter into a pre-loss agreement to waive subrogation without an endorsement, then Translator 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 Translator enter into such a waiver of subrogation on a pre-loss basis.
- i) Compensation and/or payments due to Translator under this Agreement are expressly conditioned upon Translator's strict compliance with all insurance requirements. Payment to Translator may be suspended in the event of non-compliance. Upon receipt of evidence of Translator's compliance, such payments not otherwise subject to withholding or set-off will be released to Translator.

4. 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.

- a) All insurance to be maintained by the Translator, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include Benton 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 Benton County. Any insurance or self-insurance maintained by Benton County, its elected and appointed officials, employees and agents shall be excess of the Translator's insurance and shall not contribute to it.

- b) Certificates of Liability Insurance, with endorsements attached, are to be provided to Benton County's Risk Manager.
- c) All written notices under this Section X and notice of cancellation or change of required insurance coverage's shall be mailed to Benton County's Risk Manager.

The Translator or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon the start of this Agreement, and upon renewal of the insurance policies as evidence of continuous coverage. All required insurance documentation shall be provided to the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

XI. AMENDMENTS.

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

XII. NON-WAIVER OF RIGHTS.

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s), of this agreement 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 agreement at a later time. All waivers of any provision(s) of this agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

XIII. VENUE.

Any action at law, suit in equity, or 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.

XIV. ENTIRE AGREEMENT.

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

XV. LITIGATION HOLD NOTICE.

In the event that Benton County learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by Translator may be of evidentiary value, Benton County may issue written notice to Translator of such circumstances and direct the Translator to "hold" such records. In the event that Translator receives such written notice, she shall abide by all directions therein whether or not such written notice is received at a time when an agreement between her and Benton County is in force.

DATED this 7th day of October 2016.

BENTON COUNTY, WASHINGTON:

Shon Small, Chairman

James Beaver, Commissioner

Jerome Delvin, Commissioner

Translator:



Ana Armijo

10/17/16

Dated

Approved as to form:



Ryan Brown,
Chief Deputy Prosecuting Attorney
Benton County

10/13/16

Dated

ASSURANCE OF NON-DISCRIMINATION

The undersigned vendor hereby agrees that he or she and any of the vendor's officers, employees, and agents 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; the Age Discrimination in Employment Act of 1967; the Vietnam Era Veteran Readjustment Assistance Act; and, the Washington State Laws Against Discrimination, Chapter 49.06 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, disability, Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

Dated this 17th day of October, 2016.



Ana Armijo, Translator

BENTON COUNTY AGENDA ITEM

m. Proclamation for
National Adoption Day

AGENDA ITEM: _____	Type of Action		
MEETING DATE: 11/1/16	Execute Contract	_____	CONSENT AGENDA <u>X</u>
SUBJECT: Proclamation for National Adoption Day	Pass Resolution	_____	PUBLIC HEARING _____
	Pass Ordinance	_____	1 ST DISCUSSION _____
	Pass Motion	_____	2 ND DISCUSSION _____
Prepared By: Pat Austin	Other	_____	OTHER _____
Reviewed By:	Approve for Hearing	_____	_____

BACKGROUND INFORMATION

The Court is preparing for the 11th year to participate in National Adoption Day. The Benton and Franklin Counties Superior Court will be holding its ceremony on November 18, 2016 and would like both Benton and Franklin Counties to proclaim November 18th as National Adoption Day.

SUMMARY

RECOMMENDATION

Recommend signing proclamation.

FISCAL IMPACT

None

MOTION

I move to declare November 18, 2016 as National Adoption Day in Benton County and sign the proclamation.

NATIONAL ADOPTION DAY PROCLAMATION

By the Board of Commissioners of Benton County, Washington;

WHEREAS, the County of Benton County recognizes the importance of giving children permanent, safe and loving families through adoption; and

WHEREAS, more than 129,000 children in the United States foster care system are waiting to be adopted; and

WHEREAS, to help these children find permanent, nurturing families, the local courts of Benton County will open their doors on National Adoption Day, Friday, November 18, 2016 to finalize the adoptions of local children and join other organizations to celebrate all adoptions; and

WHEREAS, this effort along with similar celebrations in all 50 states around the country will offer children the chance to live with stable and loving families and encourage other dedicated individuals to make a powerful difference in the lives of a child through adoption;

NOW, THEREFORE, the Board of Benton County Commissioners, by virtue of the authority vested in them, do hereby proclaim November 18, 2016, as NATIONAL ADOPTION DAY in this county, and in so doing, urge all citizens to join in a national effort to raise awareness about the importance of adoption.

DATED this _____ day of _____, 2016.

Shon Small,
Chairman of the Board

Attest:

James Beaver, Chairman Pro Tem

Clerk of the Board

Jerome Delvin, Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Nov. 1, 2016</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>2017-2022 CIP</u>	Pass Resolution <u> X </u>	Public Hearing <u> X </u>
Prepared by: <u>Paul Schut</u>	Pass Ordinance _____	1st Discussion _____
	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Attached is a copy of the 2017-2022 Capital Improvement Plan for final discussion with Board of Benton County Commissioners.

RECOMMENDATION

Approve and adopt the attached 2017-2022 Capital Improvement Plan.

MOTION

The Board of Benton County Commissioners hereby approves and adopts the 2017-2022 Capital Improvement Plan as currently presented.

CAPITAL IMPROVEMENT PLAN

2017-2022



Benton County

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



CAPITAL IMPROVEMENT PLAN NAVIGATION TIPS

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

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

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

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



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RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTING THE 2017-2022 BENTON COUNTY CAPITAL IMPROVEMENT PLAN.

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

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

WHEREAS, the 2017-2022 Capital Improvement Plan shall be adopted as part of the County's budget process and will be amended into the Capital Facilities Element of the Benton County Comprehensive Plan as allowed under RCW 36.70A.130(2)(a)iv; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby adopts the attached 2017-2022 Benton County Capital Improvement Plan.

Dated this day of, 20

Chairman of the Board

Chairman Pro Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington



BOARD OF BENTON COUNTY COMMISSIONERS



[District 1 Benton County Commissioner Jerome Delvin](#) is serving his first term as commissioner from the 1st District, which includes Richland and West Richland in Benton County. He previously served two and one-half terms in the state Senate and five terms in the state House of Representatives. He was a former military policeman and officer in the Hanford Patrol. [See more...](#)



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



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



BENTON COUNTY DEPARTMENTS

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

[Benton County Commissioners Office](#)

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

Mission

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

[Benton County Corrections Department](#)

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

Mission

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



Benton County District Court

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

Mission

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

Benton County Facilities Department

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

Mission

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

Benton County Fairgrounds

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

Mission

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



Benton County Information Technology

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

Mission

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

Benton County Parks Department

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

Mission

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

Benton County Public Works Department

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

Mission

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

Introduction



INTRODUCTION
to this Capital Improvement Plan (CIP), which is a multiyear plan, will provide information on the plan and programmed approach to utilizing the County's



INTRODUCTION

What are Capital Improvements?

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

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

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

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



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

Benton County has kept pace with the rapid growth through many new public assets. Benton County also has completed many capital projects that involved renovating, rehabilitating or expanding existing infrastructure or buildings. Notable projects completed since 2009 include the following:

- 2016 Metasys System*
- 2016 Property Tax and Assessment System*
- 2016 Kennewick Annex & Juvenile Justice Center Parking Lot Reconfiguration*
- 2016 Jail West Wing Shower Stalls Remodel*
- 2016 Fairgrounds Building 16 HVAC*
- 2016 Inmate Management Hardware and Operating System*
- 2016 Vista Park Overhaul
- 2016 Tyrell Road- Phase I*
- 2016 Sellards Road- Phase I*
- 2016 Nine Canyon Road- Phase II*
- 2015 Nine Canyon Road- Phase I
- 2015 Fairgrounds Irrigation Infrastructure
- 2015 Network Firewall, Load Balancing, Break Fix Monitoring
- 2015 Kennewick Road Maintenance Shop
- 2015 Benton County Courthouse Renovation
- 2015 Benton County Courthouse HVAC Replacement
- 2014 Justice Center Carpet
- 2014 Courtroom Sound System Upgrades (Courtroom A, D, 5, 6, and Prosser)
- 2014 Benton County Fairground's Bathroom
- 2014 Benton County Courthouse Shuffle
- 2014 Video Conferencing System
- 2014 Voice Network Upgrade
- 2013 Port of Benton (Walter Clore Center)
- 2013 District Court Remodel



Completed Projects Continued

- 2013 Travis Road (Seller Road to Henson Road)
- 2013 Benton County Clerk Remodel
- 2012 Jail Kitchen Dishwasher
- 2012 OPTO22 Control System
- 2012 Storage Area Network (SAN) Expansion
- 2012 Voice System Transition
- 2012 Network Switches
- 2011 Benton County Health District Tenant Improvement – for Human Services
- 2011 Benton County Animal Control Facility
- 2010 Fairgrounds Mainline Replacement
- 2010 Wiser Parkway
- 2009 Remodel Master Control at Benton County Jail
- 2009 800 MHZ – Benton County Emergency Services
- 2009 Justice Center District Court Remodel

* Scheduled to be completed by the end 2016

Paying for Capital Improvements

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



Guidelines and Policies Used in Developing the CIP

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

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

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

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



Benton County's Biennial CIP Development Process

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

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

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

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

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



IMPACT OF THE CIP ON THE OPERATING BUDGET

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

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

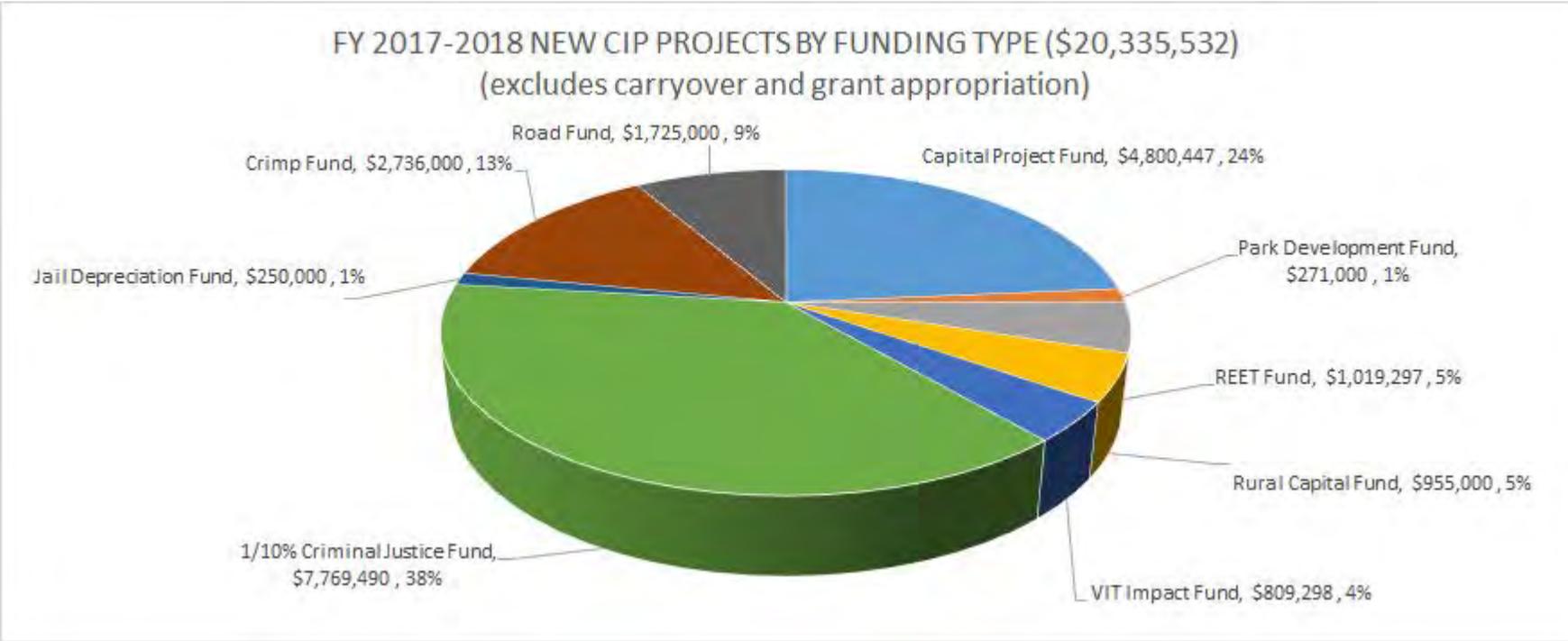
County Commissioners review operating and maintenance costs associated with capital projects scheduled to come on-line in the upcoming fiscal year during the budget workshops. If operating and maintenance costs have been identified in a project the departments are required to either absorb the additional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



SUMMARY BY FUNDING TYPE

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

The graph below shows new FY 2017-2018 CIP projects by funding type, excluding grant appropriation and carryover. The following section includes a summary of all capital projects by fund. A narrative description of the major CIP categories precedes the project detail sheets for each project. Each detail sheet contains a project identification name, a short project description, the anticipated funding source, projected costs for each of the six years, and the operating impact, if any. The operating impact section remains expanded to show approximately how much will be spent on personnel, supplies, utilities, insurance, etc. along with a description of the operating impact.



FY 2017-2022 Capital Improvement Plan
Summary of All Capital Projects by Funding Type

FUND 0305-101 CAPITAL PROJECT FUND	2017-2018		2019-2020		2021-2022	
Estimated Beginning Balance (Jan 1st)	\$ 21,381,901	\$ 15,717,391	\$ 14,497,878	\$ 12,978,365	\$ 11,688,156	\$ 10,483,643
REVENUE	171,212	171,212	171,212	171,212	171,212	171,212
CIP PROJECTS	(4,622,722)	(177,725)	(477,725)	(248,421)	(162,725)	(162,725)
OTHER EXPENDITURES	(1,213,000)	(1,213,000)	(1,213,000)	(1,213,000)	(1,213,000)	(1,213,000)
Estimated Ending Fund Balance (Dec 31st)	\$ 15,717,391	\$ 14,497,878	\$ 12,978,365	\$ 11,688,156	\$ 10,483,643	\$ 9,279,130

FUND 0110-102 PARK DEVELOPMENT FUND	2017-2018		2019-2020		2021-2022	
Estimated Beginning Balance (Jan 1st)	\$ 512,214	\$ 317,899	\$ 238,585	\$ 27,270	\$ 10,956	\$ 9,641
REVENUE	21,253	21,253	21,253	21,253	21,253	21,253
CIP PROJECTS	(193,000)	(78,000)	(210,000)	(15,000)	-	-
OTHER EXPENDITURES	(22,568)	(22,568)	(22,568)	(22,568)	(22,568)	(22,568)
Estimated Ending Fund Balance (Dec 31st)	\$ 317,899	\$ 238,585	\$ 27,270	\$ 10,956	\$ 9,641	\$ 8,327

FUND 0130-101 REET FUND	2017-2018		2019-2020		2021-2022	
Estimated Beginning Balance (Jan 1st)	\$ 1,565,384	\$ 700,470	\$ 854,853	\$ 1,009,236	\$ 1,163,619	\$ 1,318,003
REVENUE	315,302	315,302	315,302	315,302	315,302	315,302
CIP PROJECTS	(1,019,297)	-	-	-	-	-
OTHER EXPENDITURES	(160,919)	(160,919)	(160,919)	(160,919)	(160,919)	(160,919)
Estimated Ending Fund Balance (Dec 31st)	\$ 700,470	\$ 854,853	\$ 1,009,236	\$ 1,163,619	\$ 1,318,003	\$ 1,472,386

FUND 0144-101 RURAL CAPITAL FUND	2017-2018		2019-2020		2021-2022	
Estimated Beginning Balance (Jan 1st)	\$ 1,708,271	\$ 1,982,228	\$ 1,451,186	\$ 955,143	\$ 1,304,100	\$ 1,653,058
REVENUE	3,189,739	3,189,739	3,189,739	3,189,739	3,189,739	3,189,739
CIP PROJECTS	(75,000)	(880,000)	(845,000)	-	-	-
OTHER EXPENDITURES	(2,840,782)	(2,840,782)	(2,840,782)	(2,840,782)	(2,840,782)	(2,840,782)
Estimated Ending Fund Balance (Dec 31st)	\$ 1,982,228	\$ 1,451,186	\$ 955,143	\$ 1,304,100	\$ 1,653,058	\$ 2,002,015

FUND 0153-101 VIT IMPACT FUND	2017-2018		2019-2020		2021-2022	
Estimated Beginning Balance (Jan 1st)	\$ 4,794,708	\$ 4,753,571	\$ 5,521,731	\$ 6,289,892	\$ 7,058,053	\$ 7,826,214
REVENUE	768,161	768,161	768,161	768,161	768,161	768,161
CIP PROJECTS	(809,298)	-	-	-	-	-
OTHER EXPENDITURES	-	-	-	-	-	-
Estimated Ending Fund Balance (Dec 31st)	\$ 4,753,571	\$ 5,521,731	\$ 6,289,892	\$ 7,058,053	\$ 7,826,214	\$ 8,594,374

FY 2017-2022 Capital Improvement Plan
Summary of All Capital Projects by Funding Type

FUND 0133-101 1/10% CRIMINAL JUSTICE FUND		2017-2018		2019-2020		2021-2022	
Estimated Beginning Balance (Jan 1st)	\$ 8,294,137	\$ 2,455,702	\$ 4,386,756	\$ 6,317,811	\$ 8,248,865	\$ 10,179,920	
REVENUE	3,531,055	3,531,055	3,531,055	3,531,055	3,531,055	3,531,055	3,531,055
CIP PROJECTS	(7,769,490)	-	-	-	-	-	-
OTHER EXPENDITURES	(1,600,000)	(1,600,000)	(1,600,000)	(1,600,000)	(1,600,000)	(1,600,000)	(1,600,000)
Estimated Ending Fund Balance (Dec 31st)	\$ 2,455,702	\$ 4,386,756	\$ 6,317,811	\$ 8,248,865	\$ 10,179,920	\$ 12,110,975	

FUND 0142-101 JAIL DEPRECIATION RESERVE		2017-2018		2019-2020		2021-2022	
Estimated Beginning Balance (Jan 1st)	\$ 756,852	\$ 546,020	\$ 585,187	\$ 624,354	\$ 663,521	\$ 702,689	
REVENUE	180,156	180,156	180,156	180,156	180,156	180,156	180,156
CIP PROJECTS	(250,000)	-	-	-	-	-	-
OTHER EXPENDITURES	(140,989)	(140,989)	(140,989)	(140,989)	(140,989)	(140,989)	(140,989)
Estimated Ending Fund Balance (Dec 31st)	\$ 546,020	\$ 585,187	\$ 624,354	\$ 663,521	\$ 702,689	\$ 741,856	

FUND 0101-102 CRIMP FUND		2017-2018		2019-2020		2021-2022	
Estimated Beginning Balance (Jan 1st)	\$ 3,677,477	\$ 1,727,626	\$ 2,513,775	\$ 1,899,924	\$ 2,686,073	\$ 3,472,222	
REVENUE	786,149	786,149	786,149	786,149	786,149	786,149	786,149
CIP PROJECTS	(2,736,000)	-	(1,400,000)	-	-	-	-
OTHER EXPENDITURES	-	-	-	-	-	-	-
Estimated Ending Fund Balance (Dec 31st)	\$ 1,727,626	\$ 2,513,775	\$ 1,899,924	\$ 2,686,073	\$ 3,472,222	\$ 4,258,372	

FUND TO BE DETERMINED PROJECTS		2017-2018		2019-2020		2021-2022	
Estimated Beginning Balance (Jan 1st)	\$ -	\$ (10,684,420)	\$ (11,184,420)	\$ (11,659,420)	\$ (12,319,420)	\$ (12,989,420)	
REVENUE	-	-	-	-	-	-	-
CIP PROJECTS	(10,684,420)	(500,000)	(475,000)	(660,000)	(670,000)	(10,790,000)	
OTHER EXPENDITURES	-	-	-	-	-	-	-
Estimated Ending Fund Balance (Dec 31st)	\$ (10,684,420)	\$ (11,184,420)	\$ (11,659,420)	\$ (12,319,420)	\$ (12,989,420)	\$ (23,779,420)	

Capital Project Fund



CAPITAL PROJECT FUND

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

Public Wireless Internet Improvement

Countywide

Description and Scope

The County's secure public wireless internet (BenCoGuest) usage continues to increase. The importance of making the internet available to both County employees and the general public has created an environment that promotes transparency, innovation, and efficient government. Currently, public wireless users share the same internet bandwidth as County employees.

Purpose and Need

In an effort to improve wireless security, provide the best internet experience possible to guests, and to make County internet services more reliable, it is recommended to isolate public wireless traffic to its own internet service. Separating public wireless internet usage will reduce any impact the public may impose on day to day County internet services. In addition to separating the public wireless service, the County will purchase a dedicated firewall that will integrate the new internet service with the County's existing wireless infrastructure.

History and Current Status

Monitoring the internet traffic on BenCoGuest has raised some security and traffic logging questions. Keeping Benton County's data safe and secure is a top priority. Protecting County internet services regardless of whether provided by the County Network or wirelessly has become as equally important.

Operating and Maintenance Impact

The ongoing costs for this project are associated with a three (3) year maintenance/support agreement and yearly increases in bandwidth. There will be an investment in a physical device to carry out the Public Wireless Internet Improvement. All hardware purchased will be enrolled into the Central Services Replacement Fund Policy.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECTS FUND	\$ 94,698	\$ 49,087	\$ 3,475	\$ 3,475	\$ 31,711	\$ 3,475	\$ 3,475
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 94,698	\$ 49,087	\$ 3,475	\$ 3,475	\$ 31,711	\$ 3,475	\$ 3,475

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	17,376	17,376	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	77,323	31,711	3,475	3,475	31,711	3,475	3,475
	-	-	-	-	-	-	-
TOTAL	\$ 94,698	\$ 49,087	\$ 3,475	\$ 3,475	\$ 31,711	\$ 3,475	\$ 3,475

Identification Protection

Countywide

Description and Scope

The growing number of County owned mobile devices (laptops, tablets, smart phones) and remote users has sparked a new workforce that needs to stay connected to County network resources at all times, regardless of location. One of the many problems with a mobile workforce is keeping mobile devices updated with the latest security patches. With this project, the County will be able to control which County resources are available to a mobile device based on device and user security policies.

Purpose and Need

Protecting County data, resources, and services from unauthorized mobile devices and users is critical in today's fight against cyber threats. The installation of an identity services engine can help make certain that all devices connected to the County network are secure. In addition to inspecting mobile devices, this security tool can analyze users. By confirming mobile devices and users meet minimal security measures, the County network will continue to deliver top quality services to its constituents.

History and Current Status

Information Technology Department (IT) is finishing the installation of new firewalls that will complete one of the County's Capital Improvement Plan Projects: Network Firewall, Load Balancing, and Break Fix Monitoring. Once the firewall installation is finished, IT will have strengthened its initial defense mechanism against cyber threats. An identity services engine will complement the firewalls, and provide IT with a second layer of security to protect County data.

Operating and Maintenance Impact

The ongoing costs for this project are associated with annual maintenance and support. There will be an investment in a physical device to carry out identity engine services. All hardware purchased will be enrolled into the Central Services Replacement Fund Policy.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECTS FUND	\$ 270,415	\$ 84,165	\$ 37,250	\$ 37,250	\$ 37,250	\$ 37,250	\$ 37,250
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 270,415	\$ 84,165	\$ 37,250	\$ 37,250	\$ 37,250	\$ 37,250	\$ 37,250

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	46,915	46,915	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	223,499	37,250	37,250	37,250	37,250	37,250	37,250
	-	-	-	-	-	-	-
TOTAL	\$ 270,415	\$ 84,165	\$ 37,250	\$ 37,250	\$ 37,250	\$ 37,250	\$ 37,250

Microsoft Office 365 Migration (Cloud)

Countywide

Description and Scope

Microsoft Office 365 is a cloud technology that can provide the County access to applications including Microsoft Office, OneDrive, SharePoint, and Email. Office 365 focuses on sharing, collaboration, and storage which provides enterprise ready tools to help businesses achieve greater efficiencies. Besides offering higher quality tools for County business, Office 365 reduces the amount of infrastructure needed to support these applications.

Purpose and Need

Utilizing Microsoft Government Cloud environment will provide the County cloud space designed around Government security requirements. Engaging professional services to assist in the development of a strategic plan to move County data/services to the cloud can ensure a quality end result. Once complete, an internet connection is all that will be needed to take advantage of Office 365 applications.

History and Current Status

Many State and local agencies are already using Office 365. The costs associated to procuring, installing, upgrading, and maintaining these services has become too costly to keep in-house. One County department has already signed a contract with a vendor who provides SharePoint support specific to law enforcement. IT is continually training on and testing Office 365 tools.

Operating and Maintenance Impact

The ongoing costs for this project are associated to professional services needed to migrate County data to Office 365. The County Microsoft Enterprise Agreement already covers Office 365 licensing, and since we are already paying for Microsoft Premier Support, we also receive Office 365 support at no extra cost.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECTS FUND	\$ 185,000	\$ 140,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 185,000	\$ 140,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	185,000	140,000	15,000	15,000	15,000	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 185,000	\$ 140,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	\$ -

Virtualization Specific Storage

Countywide

Description and Scope

Since starting the virtualization environment in 2014, the County's use of virtualization has grown to include faxing, printing, intranet, financial, and testing services that the entire County benefits from. To help manage the future growth of virtual machines, this project is aimed at taking advantage of new virtual storage technology, making it easier to manage and control the County's virtual environment.

Purpose and Need

In seeing the County's virtual usage increase, purchasing a storage area network strictly for virtualization is desirable. In addition to addressing specific virtualization storage demands, extra tools are now available to monitor, maintain, and setup virtual machines. The new virtual storage will also have faster 10GB network connections. The extra network bandwidth will provide greater server availability, decrease latency, improve backups, and enhance our disaster recovery times.

History and Current Status

In 2013 the County engaged in a significant storage area network upgrade, addressing present and future County data needs. Additional storage for County data and additional storage for the County's new virtualization space was added. Our virtual production environment was in infancy. Since then, the environment has grown partly because of how affordable, reliable, and innovative virtual spaces have become to County services.

Operating and Maintenance Impact

The ongoing costs for this project are associated with a three (3) year maintenance/support agreement. There will be an investment in a two virtual storage devices. One device for the Kennewick Justice Center and one device for the Prosser Courthouse. All hardware purchased will be enrolled into the Central Services Replacement Fund Policy.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECTS FUND	\$ 167,620	\$ 125,160	\$ -	\$ -	\$ 42,460	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 167,620	\$ 125,160	\$ -	\$ -	\$ 42,460	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	82,700	82,700	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	84,920	42,460	-	-	42,460	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 167,620	\$ 125,160	\$ -	\$ -	\$ 42,460	\$ -	\$ -

County Website Redesign

Countywide

Description and Scope

As a communication platform for Benton County citizens, the County website must be able to provide innovative e-government services to the community, including fully functional mobile device formatting. MunicipalCMS provides Benton County a cost efficient solution but it is time to reassess our needs and requirements, exploring alternative solutions to make sure the County can keep up with future public needs.

Purpose and Need

MunicipalCMS has hosted the Benton County website for a decade. Many County departments have expressed a need for increased functionality that MunicipalCMS does not provide. The County website plays a vital role in economic development and public relations and is a reflection of Benton County.

History and Current Status

MunicipalCMS / Tower Innovations has provided Benton County with content management tools and web hosting services since the early 2000s. Early in the website inception and design process, a color scheme and standardized font was selected to provide a uniformity to the overall site.

Operating and Maintenance Impact

The ongoing costs for this project are associated to professional services needed to redesign and construct the County's website. Yearly support costs have been added to help make sure the County has adequate website support.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECTS FUND	\$ 332,000	\$ 222,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 332,000	\$ 222,000	\$ 22,000				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	200,000	200,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	132,000	22,000	22,000	22,000	22,000	22,000	22,000
	-	-	-	-	-	-	-
TOTAL	\$ 332,000	\$ 222,000	\$ 22,000				

Justice Center Renovation, 1st and 2nd Floors

7122 W Okanogan Pl. Bldg. A, Kennewick, WA 99336

Description and Scope

This project involves renovating the offices of the Prosecuting Attorney, OPD, Mental Health Court, Administration, Executive Conference Room, and Information Technology. Located on the 1st and 2nd floors of the Kennewick Justice Center.

Purpose and Need

Due to increased staffing in recent years these departments have out grown their existing spaces, requiring expansion and relocation of these departments' office areas. Further increases in staff may prove to be in the best interests of the county, thus requiring expansion of office space. The renovation would significantly improve the offices' current effectiveness and efficiency, and would permit further growth.

History and Current Status

With the passage of the 3/10th of 1% Public Safety Sales Tax, some departments have increased staffing and created programs to accommodate the growing need of criminal justice and public safety departments. This increase puts department office spaces over capacity, thus requiring expansion and relocation of these departments.

Operating and Maintenance Impact

Since a number of the offices already exist with a minimal amount of expansion into the unfinished space located on the 2nd floor of the Justice Center this, project may result in a marginal increase in utility usage (power and HVAC more specifically). Operating and maintenance costs would be minimal.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECTS FUND	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
3/10TH OF 1% CRIMINAL JUSTICE TAX	800,000	800,000	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,800,000	\$ 1,800,000	\$ -				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	1,780,000	1,780,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,800,000	\$ 1,800,000	\$ -				

Restroom Remodel

Justice Center and Annex in Kennewick

Description and Scope

There are several restrooms in our facilities that need to be upgraded. These include: at the Justice Center, the Men's and Women's Public Restrooms for Superior Court, the Men's and Women's Employee Restrooms for Superior Court Clerks; and at the Annex, the Men's and Women's Restroom. The Annex restrooms are used by both the public and employees.

Purpose and Need

These restrooms have served the public and employees well, but are past their prime. They are no longer attractive and reflect a poor image of the County and how we take care of our facilities. This remodel goes beyond a coat of paint. It will include handicap accessibility, as well as new fixtures, floor and wall tile, divider walls, lights, paint, mirrors and dispensers. The estimated cost includes demolition and rework, along with taxes and permits.

History and Current Status

The restrooms in the Justice Center have been very well used since being built in 1984. There have been no improvements done to these since then, aside from routine maintenance. The restrooms at the Annex appear to have been remodeled during the late 1970's, but are in need again. The remodel will bring these up to current standards while making them more attractive and functional.

Operating and Maintenance Impact

There will not be an impact to the operating budget on an ongoing basis. Paper supplies and cleaning services are provided by our Janitorial contractor. The construction estimate is \$50,000 per restroom.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECTS FUND	\$ 300,000	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 300,000	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	300,000	-	-	300,000	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 300,000	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -

Old Engineering Building

Prosser Ave., Prosser WA

Description and Scope

This project consists of the complete restoration of the Old Engineering Building. The building is approximately (5,000) sq. ft. Restored into usable office space for the Planning Department as it once shared this space with the Engineering Department. This building is currently vacated due to heavy rain water damage from the roof and is no longer in service.

Purpose and Need

Once restored, the Planning Department can be relocated into the new office space, and the existing Planning Building can be sold, thus allowing funds to be used for reimbursement of the restoration. This would also allow for the Planning Department to be located at the Courthouse for easy access to the public and other County Departments.

History and Current Status

This building was built back in the late 1940's and was called the "Engineering Building" as the Benton County Public Works Department and Planning utilized this building until the late 1980's, when the Benton County Courthouse was remodeled.

Operating and Maintenance Impact

Operation and Maintenance should stay about the same. Due to the costs would shift from the existing Planning building to the newly restored Engineering building.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECTS FUND	\$ 1,326,000	\$ 1,326,000	\$ -	\$ -	\$ -	\$ -	\$ -
PLANNING BUILDING SALE	224,000	-	224,000	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,550,000	\$ 1,326,000	\$ 224,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	1,440,000	1,440,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,550,000	\$ 1,550,000	\$ -				

Benton County Facilities Carpet Replacement

Countywide

Description and Scope

The project consists of removing and installing approximately 160,000 Sq. Ft. of carpet within all Benton County Facilities. The dismantling, moving and reinstallation of employee workstations will also be included in the scope of work. The carpet would be replaced in phases over the next six years. This would also allow the Facilities Department repaint the office space while it is unoccupied.

Purpose and Need

A portion of the carpet within the county facilities has been in place for over thirty five years and has surpassed its life expectancy. It has been re-glued and repaired several times over the years. It has reached the point of needing to be replaced. With the recent completion of three remodeling projects there are several offices with portions of new and old carpet.

History and Current Status

There is still carpet in the Benton County Courthouse that has been in place since in 1986. Every time the carpet is cleaned it lifts in several areas thus creating a tripping Hazard. These areas have been re-glued several times over the years. Some areas have reached the point of not being repairable. Recently some of the office space has been remodeled received new carpet.

Operating and Maintenance Impact

Replacing the carpet will remove several possible tripping hazards thus avoiding the possibility of incident claims and also save time on carpet repairs. The new carpet will be more maintenance friendly as it will be in the form of 20in x 20in squares. Damaged areas will be able to be pulled up and replaced as needed without the need of professional services from an outside vendor.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECTS FUND	\$ 600,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 600,000	\$ 100,000					

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT COSTS	REVENUES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	600,000	100,000	100,000	100,000	100,000	100,000	100,000
	-	-	-	-	-	-	-
TOTAL	\$ 600,000	\$ 100,000					

Justice Center Parking Lots Repair

Justice Center in Kennewick

Description and Scope

The parking lots at the Benton County Justice Center in Kennewick vary in age between 8 and 32 years old. They have plenty of life left in them before needing to be replaced. To prolong this life, the parking lots need some maintenance provided. This will include sealing of cracks in the pavements, seal coating of the surface, and repainting of all of the lines, marking and crosswalks.

Purpose and Need

The parking lots at the Justice Center are made of asphalt, which is a petroleum based product. Over time, this can deteriorate due to weather, water, freezing temperature and oil or gas leaked onto it. The deterioration can be minimized by sealing the cracks and seal coating the asphalt. Part of the parking lot is 32 years old and in desperate need of help. All of the areas need cracks sealing and seal coating to extend the life of the lot.

History and Current Status

In 2002 and 2003, the Justice was expanded and a large area of parking was added. In 2008, the Health District building added another significant area. This, along with some original parking lots from 1984, reflect the need of this upkeep. This project will encompass the entire Justice Center complex including the Coroner's Office, Maintenance Shop, Health building and all the Courts and Jail parking areas.

Operating and Maintenance Impact

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECTS FUND	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT COSTS	REVENUES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	150,000	150,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -

Park Development Fund



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

Badger Mountain Centennial Preserve

5305 East 210 Private Road, Richland

Description and Scope

One major project is anticipated for Badger Mountain Centennial Preserve (BMP) during the planning period -- improvements to the **Summit Road** that connects Dallas Road to the summit area along the west ridgeline. This road follows a utility easement and is used numerous times daily by vendors who need access to the summit, as well as for park business. Improvements would include choosing a formal route, grading in some areas, removal of large cobbles, and placement of suitable course gravel.

Purpose and Need

The existing track was never properly built as a road. It bifurcates in several places, contributes to erosion, and is an eyesore. There are several areas in the middle section that are nearly impassable for passenger vehicles, and in several places the cant of the track is less than ideal for vehicle travel of any kind.

History and Current Status

Existing track continues to degrade. Has been in place for many decades.

Operating and Maintenance Impact

The Department does not foresee any further maintenance for several years.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
PARK DEVELOPMENT FUND	\$ 35,000	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 35,000	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ 2,000	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	30,000	-	-	30,000	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	3,000	-	-	3,000	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 35,000	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -

Candy Mountain Preserve

70804 East 669 Private Road Northeast, West Richland

Description and Scope

The project calls for placement of a new **parking lot** at the base of Candy Mountain on property recently acquired by Benton County known as the "Candy Mountain Preserve" (CMP). Exact location and dimensions have not yet been scoped. Will be a gravel lot, ringed by railroad tie type barriers in the style the County uses elsewhere in the park system. Tentative plans call for a lot with a capacity of around fifty (50) vehicles, plus space for a portable toilet.

Purpose and Need

With over two hundred thousand (200,000) visits per year to Badger Mountain, CMP is created to fulfill a public recreation need. The centerpiece of the park will be a trail from the Dallas Road area to the summit (about 2 miles). There may be subsequent trails also. The parking lot will be the jump-off point onto that trail and the primary staging area for whatever happens on the property.

History and Current Status

CMP was created Spring 2016 after a long-term effort to purchase nearly two hundred (200) acres of property on Candy Mountain for the public park. The purpose of the Preserve is to conserve habitat and open space, and to provide another venue for non-motorized recreation in Benton County (hike-bike-horse). The parking lot and subsequent trail will be the first improvements to the new park.

Operating and Maintenance Impact

The County will need to refurbish the parking lot on about a 2-3-year cycle, based on conditions and need. This will include reworking the gravel, likely including a top-coat. This work should be expected to cost \$3-10k depending on extent... County will spray for weeds several times per season... County will maintain signs and traffic barriers as needed.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
PARK DEVELOPMENT FUND	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -
CURRENT EXPENSE (PARKS)	1,250	-	250	250	250	250	250
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 76,250	\$ 75,000	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	70,000	70,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	3,000	3,000	-	-	-	-	-
OPERATIONS AND MAINTENANCE	1,250	-	250	250	250	250	250
	-	-	-	-	-	-	-
TOTAL	\$ 76,250	\$ 75,000	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250

Horse Heaven Vista

100806 West Carter Road, Prosser

Description and Scope

Placement of a large **entrance sign**, and placement of two standard alert signs (one each direction) along the highway.

Purpose and Need

There is no welcoming sign identifying the park, and no signs along the highway noticing that the park is upcoming.

History and Current Status

There is not and has never been any such signage of either type.

Operating and Maintenance Impact

Benton County would pay for the creation and installation of the highway signs, but after that they become the responsibility of the State. The County would have to clean and refurbish the entrance sign as needed.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
PARK DEVELOPMENT FUND	\$ 6,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 6,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	6,000	3,000	3,000	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 6,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -

Horn Rapids Park

115803 North State Route 225, Benton City

Description and Scope

There are three distinct projects for Horn Rapids Park: 1) Addition of a new **shop**; 2) Paving of the **driveway** to the office/maintenance area; and 3) Development of a new **master plan** for the park.

Purpose and Need

Shop: The current shop is undersized and inadequate to meet both workspace and storage needs. The new shop would double the usable space and upgrade electrical systems. **Driveway:** Paving the driveway will assist with maintenance (erosion) and dust control. **Master Plan:** The park has not been master planned since the 1980s and needs a fresh, comprehensive look.

History and Current Status

The park has existed since the 1960s, but serious development didn't begin until 1999. Much of the park's facilities and infrastructure were undersized from the start, and the past fifteen (15) years have been spent addressing those deficiencies. The secured lay-down around the Shop has been renovated in recent years, but not the Shop itself, which is the next priority.

Operating and Maintenance Impact

Maintaining the expanded shop will fall into the park caretaker's existing regular duties, as will keeping care of the driveway. The paved driveway is expected to require less maintenance than the existing gravel, though it may need to be resealed and patched in places about every five (5) years or so, which will be a substantive capital costs when those renovations do occur.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
PARK DEVELOPMENT FUND	\$ 140,000	\$ -	\$ 75,000	\$ 50,000	\$ 15,000	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 140,000	\$ -	\$ 75,000	\$ 50,000	\$ 15,000	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ 22,000	\$ -	\$ 5,000	\$ 2,000	\$ 15,000	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	105,000	-	60,000	45,000	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	13,000	-	10,000	3,000	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 140,000	\$ -	\$ 75,000	\$ 50,000	\$ 15,000	\$ -	\$ -

Hover Park

252305 East Hover Road, Kennewick

Description and Scope

One major improvement is planned for Hover Park: a dedicated, purpose-built **parking area** at the end of Hover Road, lined with barriers, and able to easily accommodate multiple horse trailers. The gravel lot will measure approximately two hundred (200) feet by fifty (50) feet and will include appropriate vehicle access controls.

Purpose and Need

The parking situation at Hover is poor, with uneven ground, insufficient turning space, and no designated parking area. A secondary consequence of this is that without parking and access control, people are left to drive all over the place, which degrades the park, and creates safety concerns with a railroad crossing and people getting automobiles into areas where automobiles shouldn't be.

History and Current Status

There has never been formal parking at Hover Park. It has been of interest to the County for many years, and the County's landlord -- the Army Corps of Engineers, who must approve any such action -- is aware of the County's ideas in this area.

Operating and Maintenance Impact

The parking lot would have to be treated for weeds a couple of times each year, have the gravel base retreated every 3-5 years based on use/impacts, and signage and barriers would need to be maintained.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
UNDETERMINED FUNDING SOURCE	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	45,000	-	-	-	45,000	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	4,000	-	-	-	4,000	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -

Two Rivers Park

213316 East Finley Road, Kennewick

Description and Scope

There are two major capital projects for Two Rivers Park: Remodel of the **Boat Launch**, including replacement of all floating docks and elimination of unused piles... Complete replacement of the **main restroom** at the central part of the park.

Purpose and Need

The Boat Launch is an aging facility at a location that presents a lot of environmental impacts. Its deterioration is continual and the facility will not be viable in its current state for much longer. The restroom will be fifty (50) years old in 2019. It is minimally functional but could use serious modernization for the next half-century.

History and Current Status

The Boat Launch was constructed in the late 1980s and has been substantively renovated several times. While still functional, the floating docks are deteriorating and will become a safety concern in the near future. The restroom was constructed in 1969, as was its septic tank and drain field. All remain functional, but are essentially at the end of or even past their expected life.

Operating and Maintenance Impact

Restrooms require daily service that is part of the park caretaker's normal duties. Modern public restrooms are robustly constructed, but there will continue to be maintenance for broken pipes, vandalism and other such things. The Boat Launch will require regular safety inspections and occasional clearing of debris that gathers on the up current side.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
PARK DEVELOPMENT FUND	\$ 240,000	\$ 115,000	\$ -	\$ 125,000	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 240,000	\$ 115,000	\$ -	\$ 125,000	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ 10,000	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	210,000	100,000	-	110,000	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	20,000	10,000	-	10,000	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 240,000	\$ 115,000	\$ -	\$ 125,000	\$ -	\$ -	\$ -

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

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



HVAC Infrastructure

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

Description and Scope

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

Purpose and Need

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

History and Current Status

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

Operating and Maintenance Impact

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

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
REET	\$ 75,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	75,000	100,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -

Buildings 1 and 4 Improvement

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

Description and Scope

Building one (1) requires interior walls, finished and painted, and upgraded lighting and electrical systems. Building four (4) requires interior walls, finished and painted, and upgraded lighting and electrical systems. This will make both buildings more marketable for private and public events of all types.

Purpose and Need

These changes will make Buildings one (1) and four (4) much more marketable as there will be a finished interior for small weddings and quinceañeras. During 2011 both buildings had two (2) twelve (12) foot doors and two (2) eight (8) foot garage style doors replaced which has decreased utility costs, secured the buildings and are much easier to open and close. Building four (4) has had the permanent stages removed and the double kitchen ceiling replaced.

History and Current Status

Buildings one (1) and four (4) were constructed in the 1970's and minimal remodeling and updating done. There have been continuous complaints from our clients about the buildings' conditions. Due to this it has been difficult to charge our clients the fair market value to use these buildings. Building one (1) is 80' x 100' = 8,000 square feet with a capacity of five-hundred (500) people and Building four (4) is 50' x 140' = 7,000 square feet with a capacity of four-hundred and sixty (460) people.

Operating and Maintenance Impact

The proposed projects for Building one (1) and Building four (4) deal with the buildings functionality (upgraded lighting and electrical) and aesthetics (finishing and painting the interior walls), which have very little operating and maintenance impact. However, the remodel should make the buildings more marketable increasing revenue for Benton County.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
REET	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	50,000	50,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -

Remodel Of Buildings 2 and 3

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

Description and Scope

The project consists of remodeling Buildings two (2) and three (3) into more modern event facilities complete with heat and A/C upgrades, upgraded wall coverings, lighting and flooring. These buildings could be used both by Benton County for training meetings and the Benton Franklin Fair as well as be more attractive rental facility for other meetings, wedding receptions, conventions and company parties.

Purpose and Need

The buildings in their current state are aging and more resemble a warehouse than an event facility. Benton County also has need of a training and meeting facility as the current facilities have inadequate space. With no hvac system, the current cooling system leaves the fairgrounds buildings hot and humid when temperatures are on the rise. The remodel of Buildings two (2) and three (3) would not only allow the Fairgrounds to become more attractive in the rental market but would regularly be used for Benton County training and other meetings saving the county travel and facility rental expenses as well.

History and Current Status

Buildings two (2) and three (3) are aging, unfinished metal buildings which are time consuming to maintain as well as being in need of upgraded heating and air. More attractive interiors and upgraded systems would not only serve the fair but create a comfortable, attractive meeting space for a variety of events throughout the year and allow for an increase in revenue for Benton County.

Operating and Maintenance Impact

The maintenance impact for the remodeled buildings would be very low for the first five years. Modern and more efficient plumbing and electrical fixtures and better insulation would help keep operating costs lower than the other existing buildings. Fairgrounds staff would be responsible for general maintenance and the facility would be cleaned by a Benton County Inmate Work Crew that is currently assigned to the fairgrounds.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018			2019-2020		2021-2022
REET	\$ 809,297	\$ 809,297	\$ -	\$ -	\$ -	\$ -	\$ -
VIT	809,298	809,298	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,618,595	\$ 1,618,595	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018			2019-2020		2021-2022
ARCHITECT / ENGINEERING FEES	\$ 182,603	\$ 182,603	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	1,435,992	1,435,992	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,618,595	\$ 1,618,595	\$ -	\$ -	\$ -	\$ -	\$ -

Irrigation Infrastructure

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

Description and Scope

The project will consist of installation of a pump system and underground sprinkler system in areas currently without water or vegetation. Trees and grass will then be planted for dust control and additional camping areas which could create additional revenue for the Fairgrounds.

Purpose and Need

Currently the Fairgrounds Horse Facility is largely undeveloped. Strong winds stir up dust clouds that are a hazard to patrons of the Fairgrounds and a nuisance to surrounding neighborhoods. The installation of an irrigation system will help control dust and create a more esthetically pleasing area.

History and Current Status

The Fairgrounds Horse Facility is an aging portion of the Fairgrounds that has remained largely undeveloped. As the Tri-City area continues to grow, the Fairgrounds is finding a need for additional areas for camping and parking. Currently the Fairgrounds is at maximum capacity for camping areas even with the addition of the new campground created in 2015-2016.

Operating and Maintenance Impact

The maintenance impact will be low due to automated irrigation systems and will require only mowing and minor landscape maintenance. Additional revenues will be possible due to the creation of a park like area suitable for camping, family reunions and RV rallies as well as serving existing events such as Horse Racing, Creation Northwest and the Benton Franklin Fair and Rodeo.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
REET	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	60,000	60,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -

Fairgrounds Restroom- South of the Rail

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

Description and Scope

Development would consist of constructing a new restroom at the southern end of the Fairgrounds near the horse arena and horse barns. The new restrooms would be approximately sixteen-hundred (1,600) square feet (40x40) and would contain both water closets and showers. This project would also consist of connecting the new restroom to the City of Kennewick sewer line as well as the demolition of the existing restroom. This new restroom could possibly be used during the annual fair as well as by horsemen and those using the nearby RV rental throughout the year.

Purpose and Need

The existing horse arena restroom building is old and in considerable need of repair or replacement. Negative comments and complaints are frequent from those who use the facility on a regular basis. The Fairgrounds is in need of a restroom facility that can adequately serve those who use the southern portion of the grounds. A larger and more updated restroom would accommodate bigger crowds and would be an excellent selling point for those groups and individuals who are looking to use the Fairgrounds. A newer restroom would also cut down considerably on maintenance costs.

History and Current Status

The current restrooms were constructed at an unknown time and are currently connected to a local septic/drain field system. It is currently not using the City's sewer for service. The restrooms contain two water closets and urinals and two showers on men's side with comparable facilities for the women.

Operating and Maintenance Impact

The maintenance impact for this structure would be quite low for the first handful of years. Modern and more efficient plumbing and electrical fixtures as well as better insulation would help reduce the operating costs compared to the existing restrooms, per square foot. Fairgrounds staff would be responsible for general maintained and the facility would be cleaned by the Benton County Imamate Work Crew that is currently assigned to the Fairgrounds.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
UNDETERMINED FUNDING SOURCE	\$ 475,000	\$ -	\$ -	\$ 475,000	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 475,000	\$ -	\$ -	\$ 475,000	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ 32,000	\$ -	\$ -	\$ 32,000	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	438,000	-	-	438,000	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	5,000	-	-	5,000	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 475,000	\$ -	\$ -	\$ 475,000	\$ -	\$ -	\$ -

Rural Capital Fund



RURAL CAPITAL FUND: is a fund setup to hold the .09 sales tax refund from State of Washington (RCW 82.14.370) for Economic Development Purposes. The funds are to be divided up between the Ports, Cities, and County.

Adair Road

End of County Road to Christensen (1.1 Miles)

Description and Scope

Adair Road is a proposed new 1.1-mile, paved road segment This segment of roadway would connect the existing Adair Road to Christensen Road south of Kennewick, Washington.

Purpose and Need

This new road segment will create a throughway for industrial development along the west side of the freeway (I-82). Similar development has already occurred on the east side of I-82. Development is consistent with local planning and zoning in the area. Industrial development in this area would significantly increase assessed value of the property which leads to higher revenues for the County. Industrial development will also create numerous new jobs in the area.

History and Current Status

The property along the proposed roadway is currently undeveloped. On the east side of the freeway, industrial development has already occurred. This project is in the preliminary planning phase.

Operating and Maintenance Impact

Once completed, this segment of Adair Road will add 1.1 miles of paved road to the Benton County road system. Maintenance will occur on the regularly scheduled interval of that maintenance district.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
RURAL CAPITAL FUND	\$ 850,000	\$ 75,000	\$ 775,000	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 850,000	\$ 75,000	\$ 775,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
RIGHT OF WAY	25,000	25,000	-	-	-	-	-
CONSTRUCTION/SERVICE COST	775,000	-	775,000	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 850,000	\$ 75,000	\$ 775,000	\$ -	\$ -	\$ -	\$ -

Belmont Road

City Limits to Kennedy (1.2 Miles)

Description and Scope

Belmont Road is a proposed new 1.2-mile, paved road segment. This segment of roadway would connect the existing Belmont Road to Kennedy Road near the city limits of West Richland Washington.

Purpose and Need

This new road segment will create a throughway for commercial development between Keene and Kennedy Road. Development is consistent with local planning and zoning in the area and is anticipated to rapidly increase with the construction of the Red Mountain interchange.

History and Current Status

Development has occurred around the area of this proposal, but not in the immediate vicinity. It is expected that more development will occur once the road is in place, especially with the construction of the Red Mountain interchange. This project is in the preliminary planning phase.

Operating and Maintenance Impact

Once completed, this segment of Belmont Road will add 1.2 miles of paved, all-weather road to the Benton County road system. Maintenance will occur on the regularly scheduled interval of that maintenance district.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
RURAL CAPITAL FUND	\$ 950,000	\$ -	\$ 105,000	\$ 845,000	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 950,000	\$ -	\$ 105,000	\$ 845,000	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ 60,000	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -
RIGHT OF WAY	45,000	-	45,000	-	-	-	-
CONSTRUCTION/SERVICE COST	845,000	-	-	845,000	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 950,000	\$ -	\$ 105,000	\$ 845,000	\$ -	\$ -	\$ -

Solid Waste Fund



**SOLID WASTE
FUND** - is established
to provide waste
disposal information
and assistance to the
residents of Benton
County

Moderate Risk Waste Facility

1709 S Ely Street, Kennewick

Description and Scope

This project is for the design and construction of a retrofit to an existing building in order to provide moderate risk waste (MRW) service for the residents of Benton County. The retrofitted area will be approximately one thousand nine hundred (1,900) square feet and will be used to store collected wastes currently dropped off by residents at household hazardous waste events.

Purpose and Need

Benton County has been without a MRW facility since the previous one at the Horn Rapids landfill site was lost to a fire in 2010. Currently, the County meets its MRW needs through household hazardous waste events. However, in order to provide more regular service, the County requires a facility to meet residents' needs. This is also a goal of the Benton County Solid Waste and Moderate Risk Waste Plan.

History and Current Status

The original MRW facility at the Horn Rapids landfill was lost to fire in 2010. Benton County residents have been able to discard their MRW at household hazardous waste events. In 2015, the Benton County Road Department had a feasibility study completed exploring the viability of using an existing County maintenance shop building as a MRW facility. The project is currently in the design stage.

Operating and Maintenance Impact

This facility will be operated and maintained through a combination of the Benton County solid waste fund and Washington State coordinated prevention grants. The fund draws revenue from existing solid waste taxes and waste handler fees.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
COORDINATED PREVENTION GRANT '15-'17	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
BENTON COUNTY SOLID WASTE FUND	660,000	410,000	50,000	50,000	50,000	50,000	50,000
COORDINATED PREVENTION GRANT '17-'23	1,740,000	150,000	150,000	150,000	150,000	150,000	150,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,660,000	\$ 660,000	\$ 200,000				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ 18,000	\$ 18,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	442,000	442,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	1,200,000	200,000	200,000	200,000	200,000	200,000	200,000
	-	-	-	-	-	-	-
TOTAL	\$ 1,660,000	\$ 660,000	\$ 200,000				

1/10% Criminal Justice Fund

1/10% CRIMINAL JUSTICE FUND – is a fund established by sales tax revenue for the purpose of construction, maintenance, and operation of the adult and juvenile Benton County jails.



Benton County Mental Health Wing

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

Description and Scope

Design and construct a detention area to properly house inmates with mental health needs. This may be either an addition to the current jail or a remodel of a current housing area within the detention facility. The area must be designed to allow for continuous observation while meeting the National Institute of Corrections (NIC) Standards.

Purpose and Need

The current jail was not designed to house the volume of mental health inmates that currently occupy the facility. Failure to be able to properly house these inmates proposes a direct danger to both the corrections staff and inmate. The benefits of having the proper housing would allow the inmate to be closely monitored and to provide the support to their special needs.

History and Current Status

Currently, the Benton County Jail does not have an adequate area to house inmates that require continuous watch due to mental illness and there is fear of those individuals potentially harming themselves or others. Therefore, these individuals are held in the booking section so they can be closely watched. This arrangement puts additional stress on staff and detainees due to the lack of proper requirements needed to house such inmates.

Operating and Maintenance Impact

With an adequate facility, operation and maintenance costs would be reduced due to constant observation and less damage to the facility. It will allow officers to concentrate on specific tasks leading to a smoother operation with less interruptions. Most of the infrastructure within the facility can support an addition or a remodel.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
1/10th CRIMINAL JUSTICE FUND	\$ 5,700,000	\$ 5,700,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 5,700,000	\$ 5,700,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	5,550,000	5,550,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 5,700,000	\$ 5,700,000	\$ -	\$ -	\$ -	\$ -	\$ -

Benton County Jail Booking Remodel and Upgrade

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

Description and Scope

This booking area remodel will allow for a complete rebuild of booking workstations, interview room, and medical area, which will improve overall efficiency of the inmate booking process and the safety of staff members assigned to this area of the jail. The project includes elevated workstations with built-in counter space for electronics, renovating a restroom into an interview room, and installing a safety door on the medical exam room within the booking area.

Purpose and Need

The remodel focus is to remove the current broken furniture and design the booking area with efficiency and safety in mind. The current configuration lacks optimal safety and functioning equipment. By elevating and partially isolating the booking workstations, it will add a degree of safety to the staff members assigned to these locations.

History and Current Status

The current configuration and furniture has been in place since the facility opened in April 2003. The area is occupied and used on a 24/7 basis and furniture is now needing to be replaced. The addition of a interview room and more secure medical area is identified as a significant need, along with the re-design of the booking workstations.

Operating and Maintenance Impact

The booking area currently requires very little (if any) maintenance and repair. The operations impact will be controlled during construction and once completed will provide a streamlined booking process that is designed with employee safety in mind. After the project is complete, it will require virtually no "upkeep" or scheduled maintenance to maintain.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
1/10th CRIMINAL JUSTICE FUND	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 100,000	\$ 100,000	\$ -				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	100,000	100,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 100,000	\$ 100,000	\$ -				

Security Control System Replacement

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

Description and Scope

Replace the existing OPTO22 Control System with a new Programmable Logic Controller (PLC); add four (4) new touch screens; replace all intercom head-end with new digital intercom system; replace existing Access Control System; replace all eighty-three (83) existing cameras and adding sixty-seven (67) new HD IP 1080p cameras for a total of one-hundred and fifty (150) cameras for video management and recording; replace SpectraLink wireless phone system with ten (10) new hand-held controllers.

Purpose and Need

The existing system functionality and operation does not meet today's industry standards. The operations of a modern detention facility requires functionality, flexibility and reliability that will support 24/7 operations. Functionality supports movement and monitoring for security, flexibility allows efficient use of staff, and reliability minimizes the impact of system failures.

History and Current Status

Users of the existing electronic security system are experiencing system failures and delays. The opening of a door or responding to an alarm input from field devices sometimes takes several seconds (5s-10s), with the industry standard being (0.5s). There are numerous reports of the system failure due to "server freezing" with such system failures compromising safety and security of the staff, inmates, and the public that uses the facility.

Operating and Maintenance Impact

The overall operating and maintenance should reduce dramatically from the current issues the jail is experiencing with the OPTO22 Control System. The security control system must meet high reliable levels with minimum maintenance requirements. Replacing all of the systems mentioned above will minimize future system failures and provide a safe and secure facility.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECTS FUND	\$ 1,202,310	\$ 1,202,310	\$ -	\$ -	\$ -	\$ -	\$ -
1/10th CRIMINAL JUSTICE FUND	1,469,490	1,469,490	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 2,671,800	\$ 2,671,800	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	2,646,800	2,646,800	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 2,671,800	\$ 2,671,800	\$ -	\$ -	\$ -	\$ -	\$ -

Superior Court Inmate Elevators

7122 W Okanogan Pl. Bldg. A, Kennewick, WA 99336

Description and Scope

There are two elevators in the Superior Court section of the building that transport inmates and officers to and from the Jail that are in need of replacement. These elevators have been used on a daily basis by Court Officer staff and inmates since 1984. The proposal is to replacing the hydraulic lifting system, all elevator shaft wiring and cables, and a new door operator motor assembly and a new Main Car Operating Panel.

Purpose and Need

The reason behind this upgrade is that these two elevators have exceeded their life expectancy and replacement parts are no longer available. On several occasions, a component has failed, and new parts were not available. Elevator technicians were able to obtain parts from two abandoned elevators on site. Depending on which part fails next, the elevator will be taken out of service. This will greatly impact operation of the Courts.

History and Current Status

These elevators were installed in 1984 when the Benton County Justice Center was constructed. The elevators are used multiple times a day, every week day. Overall they have been very good elevators with minimal trouble. Since they were discontinued by the manufacturer, all available parts have been used. In recent years, failures have taken the elevators out of service for several days while replacement parts were researched.

Operating and Maintenance Impact

Once upgraded, there will be little change to the operating budget and maintenance budget. There are continued, required inspections by the State inspector and regular preventative maintenance service performed by the elevator service contractor. Estimate provide by KONE Elevator is for equipment purchase and installation. Additional funds are required for work outside of their scope and any code improvements that must be made.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
1/10th CRIMINAL JUSTICE FUND	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	500,000	500,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -

Juvenile Detention - Administration Building

5606 W. Canal Drive, Suite 106, Kennewick, WA 99336

Description and Scope

This project will demolish the entire existing Administrative / Courts wing and construct a new 38,000 sf. 2-story replacement wing. Temporary space will be required during construction. Once completed, the building will have more space for support staff/services, administration, classrooms, courtrooms, and judicial support services as well as updated security, communications, and lighting.

Purpose and Need

The current building's operation and functionality does not meet the needs of Juvenile Justice Staff and clients. Juvenile Justice Center is in need of upgrades to the site, lighting, communications, and security.

History and Current Status

The original Benton-Franklin Counties Juvenile Justice Center (BFJJC) was constructed in 1979 on its current six-acre site, and included an Administration Wing with one courtroom as well as a Detention Wing with a multi-purpose gymnasium, detention cells, visitation rooms, classrooms and associated support spaces. The Administration portion of the building is in need of updating to meet the needs of staff and visitors to BFJJC.

Operating and Maintenance Impact

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
UNDETERMINED FUNDING SOURCE	\$ 10,184,420	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,184,420
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 10,184,420	\$ -	\$ 10,184,420				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ 520,451	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 520,451
CONSTRUCTION/SERVICES COSTS	8,854,969	-	-	-	-	-	8,854,969
OTHER (FFE, LAND, CONTINGENCY, ETC.)	809,000	-	-	-	-	-	809,000
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 10,184,420	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,184,420

Jail Depreciation Reserve Fund

JAIL DEPRECIATION RESERVE

In 1988, Benton County established a Jail Depreciation Fund for the purpose of holding monies collected from the cities and county for depreciation factors on the Benton County Jail. By establishing and funding the Jail Depreciation Fund through the prisoner bed day rate, Benton County hopes to limit the financial impact to the General Fund should a catastrophic failure occur in the jail. Jail Depreciation fund shall also be used to replace equipment vital to jail operations, which usually are expensive in nature.



Jail Plumbing I-CON System Installation

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

Description and Scope

The Benton County Jail has approximately two-hundred and fifty-three (253) toilets and sinks and sixty-four (64) showers. Facilities would like to install the I-CON electronic plumbing control system. This will improve maintenance needs, lower costs and decrease the amount of water that is wasted. The I-CON system also allows for remote flushing capabilities and has less moving parts than traditional controls. This system would be installed by I-CON to maximize the warranty.

Purpose and Need

The I-CON system consists of timers, valves and actuators that will control showers, sinks and toilets. Valves can be placed up to sixty (60) feet away, making maintenance easier. I-CON can control the number of times a toilet is flushed. I-Con uses touch sensors instead of push-button to operate. This will also allow remote flush buttons to be placed in plumbing chases to allow officers to flush a toilet without entering a cell.

History and Current Status

An inmate can flush a blanket or other object down the toilet by repeatedly flushing over a long period of time. I-CON will allow us to control the amount of flushes per time period. This will also decrease the time spent on maintenance and the number of parts that are replaced. Officers must enter a cell to flush a toilet if the inmate refuses to do so. This system will allow officers to flush the toilet from inside the plumbing chase, increasing officer safety.

Operating and Maintenance Impact

The Facilities Department purchases approximately \$10,000 per year in replacement plumbing parts. This will be drastically reduced as the I-CON system uses it's own special valves. These valves will not have the wear and tear that the current valves do. Also, there will be a great savings in water, which will save money. This will save many hours of labor, as there have been at least 274 work orders for sinks in the last 12 months.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
JAIL DEPRECIATION RESERVE FUND	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	250,000	250,000	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -

West Wing Jail Plumbing Overhaul

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

Description and Scope

In 1984, Benton County built the Justice Center which included the Jail. The new Jail was built in 2003 and the old Jail is now referred to as the West Wing. This West Wing has not had any major plumbing enhancements made in thirty-two (32) years. This plan would upgrade, replace or refurbish as much of the plumbing components as possible. This will prolong the life of the West Wing and help prevent water damage to the Sheriff's Office below.

Purpose and Need

The purpose of this project is to prolong the life of the West Wing and help eliminate water damage to the first floor offices. There have been many water leaks over the years that have damaged walls, ceiling, equipment and carpeting. These leaks have also created a feeling of poor environmental quality and cleanliness. This project will help to minimize any water from reaching the first floor offices and will help create a more pleasant work area.

History and Current Status

Since 1984, there have been no major upgrades to the West Wing plumbing systems. This includes hot water, hot water returns, cold water, roof and floor drains, trap primers, sewer drains and vents. This project will upgrade as much of this plumbing system as feasible. This will also include work to stop water that has leaked or flooded from penetrating the floor and reaching the first floor where the Sheriff's Office is located.

Operating and Maintenance Impact

Performing this upgrade will save time and money. The Facilities Department has spent many hours cleaning up and repairing damaged walls, ceilings, floors, furniture and other equipment. Money will be saved due to overtime callouts and cleanup costs. This will also create a healthier, more conducive work environment for the Sheriff's Office staff and visitors.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
UNDETERMINED FUNDING SOURCE	\$ 1,000,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,000,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	1,000,000	500,000	500,000	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
TOTAL	\$ 1,000,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -

County Road Fund



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

Road Department Kennewick Administrative Office

102808 Wiser Parkway, Kennewick

Description and Scope

This project is for the design and construction of a new, five thousand five hundred (5,500) square foot administrative office for the Benton County Road Department. Additional office space may be added for other departments or agencies, as needed. The office would be located on existing Benton County Road Department property.

Purpose and Need

In order to provide more accessible and convenient service to the majority of residents in Benton County, and in order to be more proximate to the primary location of development in Benton County, an administrative building is needed. Currently, the administration of the Department is located completely separate of either maintenance division. Locating the new facility on the existing road maintenance site in Kennewick would provide for greater oversight of that portion of the road departments operations.

History and Current Status

The Benton County Road Department is currently located in the courthouse in Prosser, Washington. This places obstacles for residents and developers who wish to visit the office, as it is distant from the main population and development center in Benton County. It also increases staff time expended to inspect development, much of which is in the same area, due to lengthy travel times. The department would maintain some presence in the courthouse when the primary office is relocated.

Operating and Maintenance Impact

The new facility is proposed to be built on the property that currently serves the Benton County Kennewick road shop. Therefore, the increase in maintenance would be only for the new structure itself. Operating costs are anticipated to decrease as staff travel time is reduced. Operating costs will be from the Benton County road fund.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
ROAD FUND	\$ 800,000	\$ 100,000	\$ 700,000	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 800,000	\$ 100,000	\$ 700,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	700,000	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 800,000	\$ 100,000	\$ 700,000	\$ -	\$ -	\$ -	\$ -

Nine Canyon Road (Phase III) - CE 1960

Coffin Road to Beck Road (3.0 miles)

Description and Scope

Nine Canyon Road is a major farm-to-market route connecting the southeast portion of Benton County to State Route 397. This is the final phase of a project to replace eight (8) miles of winding, narrow, gravel road with a modern transportation facility. Safety is improved by bringing the horizontal and vertical alignments up to current standards and widening and paving the road surface. Modern signing, striping and other safety features will be added along with designated access points for adjoining property.

Purpose and Need

Nine Canyon Road is a winding, hilly, gravel road. It is designated a T-3 freight corridor moving up to four (4) million tons of freight annually. During inclement weather the road can be difficult to travel or be shut down completely. This is the final phase in a three-phase project to improve eight (8) miles of this freight corridor to an all-weather road standard allowing for unrestricted travel all year around.

History and Current Status

Completion of the Nine Canyon Road project is a top priority for Benton County. The project is predominately funded by a grant from the County Road Administration Board (CRAB) through their Rural Arterial Program. The remaining funds come from the County's County Road Improvement Matching Program (CRIMP). Survey and design for the project began in January 2016 and should be complete by the end of summer 2016. Preliminary right of way discussions have occurred with land owners and all seem to be agreeable to the proposed alignment. Phase One (1) & Two (2) were completed in 2015 & 2016 for one million seven hundred thousand dollars (\$1,700,000.00).

Operating and Maintenance Impact

This portion of Nine Canyon Road is a gravel road and is a high-maintenance road during harvest season and is in exceptionally poor condition. Existing maintenance costs are also exceptionally high. The seasonal damage experienced on this road is unacceptable and rebuilding the road will resolve the high maintenance cost. The improvement will also increase the safety of the roadway.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
RURAL ARTERIAL PROGRAM (CRAB)	\$ 3,020,000	\$ 397,000	\$ 2,623,000	\$ -	\$ -	\$ -	\$ -
CRIMP FUND	336,000	336,000	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 3,356,000	\$ 733,000	\$ 2,623,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	3,356,000	733,000	2,623,000	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 3,356,000	\$ 733,000	\$ 2,623,000	\$ -	\$ -	\$ -	\$ -

Tyrell Road - Phase II

Travis Road to End of Pavement (2 miles)

Description and Scope

Tyrell Road is a four (4) mile gravel farm-to-market route connecting Travis Road to Plymouth Road. Classified as a rural minor collector, the road sees significant truck traffic during the farming season as adjoining farms use it to access Plymouth Road. This project is the final phase of a two-phase project to improve the substandard gravel road to an all weather paved road.

Purpose and Need

The existing road has a substandard vertical alignment which creates poor sight distances in some areas. The gravel surface is not sufficient for the large truck volumes seen during the farming season and requires constant maintenance. Improving the road to an all-weather paved roadway will improve safety, ensure there are no travel restrictions during inclement weather, and reduce overall maintenance costs.

History and Current Status

Tyrell Road is designated a T-3 freight route, moving up to four million (4,000,000) tons of freight annually. In recent years, irrigation water was added to the surrounding farmland, which has resulted in a significant increase in crop production and the weight of the vehicles using the roadway. The first phase of this project was completed in spring of 2016. Surveying work and design of the roadway was completed in summer of 2016. Phase one (1) was completed in 2016 for one million dollars (\$1,000,000)

Operating and Maintenance Impact

Tyrell road has high maintenance costs compared to other gravel roads in the area due to the large volume of trucks using it during the farming season. Improving the roadway will reduce overall maintenance costs and provide a better operating experience for the road users and surrounding land owners.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CRIMP FUNDS	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	1,000,000	1,000,000	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -

Sellards Road - Phase II

2 Miles East of SR 221 to 1/2 mile east of Tyacke Road (2.5 miles)

Description and Scope

Sellards Road is a farm-to-market road running over twenty-three (23) miles through Benton County. Classified as a rural major collector, Sellards Road experiences extensive farm traffic, including a large number of trucks during harvest season. This project is the second of three projects that will improve seven (7) miles of extensively used roadway in order to reduce maintenance costs and improve utility for traffic.

Purpose and Need

A seven (7) mile section of Sellards Road from SR 221 to Travis Road is disintegrating and requires increasing annual maintenance in order to maintain it in serviceable condition. The three phases that are being completed aim at reducing maintenance costs and closures for this road via reconstruction. This project will complete the second phase two and one half (2.5) miles.

History and Current Status

Sellards Road is a T-3 truck route, which sees up to four million (4,000,000) tons of freight moved on it annually, making it a vital shipping route in Benton County. The first phase of Sellards Road improvement was completed in 2016 (SR 221 to the BPA Power Lines). A topographical survey has been completed, though it needs to be updated. Upon completion of the update, right-of-way needs, if any, can be determined. Construction for the second phase is anticipated to be started in 2017 or 2018. Upon completion, the final phase can be initiated (tentatively planned for 2019). Phase one (1) was completed in 2016 for one million four hundred eighty thousand dollars (\$1,480,000).

Operating and Maintenance Impact

The improvement of Sellards Road will reduce operating and maintenance costs by reducing the routine patching and other remedial efforts that are currently undertaken several times a year. It will also reduce the likelihood of road closures, thus reducing maintenance on detour routes, improving user benefit, and reducing the impact on adjacent property owners.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CRIMP FUND	\$ 1,400,000	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -	\$ -
ROAD FUND	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,400,000	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	1,400,000	1,400,000	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,400,000	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -	\$ -

Sellards Road - Phases III

1/2 mile East of Tyacke to Travis (2.5 miles)

Description and Scope

Sellards Road is a farm-to-market road running over twenty-three (23) miles through Benton County. Classified as a rural major collector, Sellards Road experiences extensive farm traffic, including a large number of trucks during harvest season. This project is the third of three projects that will improve seven (7) miles of extensively used roadway in order to reduce maintenance costs and improve utility for traffic.

Purpose and Need

A seven (7) mile section of Sellards Road from SR 221 to Travis Road is disintegrating and requires increasing annual maintenance in order to maintain it in serviceable condition. The three phases that are being completed aim at reducing maintenance costs and closures for this road via reconstruction. This project will complete the third and final phase two and one half (2.5) miles.

History and Current Status

Sellards Road is a T-3 truck route, which sees up to four million (4,000,000) tons of freight moved on it annually, making it a vital shipping route in Benton County. The first phase of Sellards Road improvements was completed in 2016 and the second is anticipated to be completed in 2017-2018. A topographical survey has been completed, though it needs to be updated. Upon completion of the update, right-of-way needs, if any, can be determined. Construction for this final phase is tentatively planned for 2019.

Operating and Maintenance Impact

The improvement of Sellards Road will reduce operating and maintenance costs by reducing the routine patching and other remedial efforts that are currently undertaken several times a year. It will also reduce the likelihood of road closures, thus reducing maintenance on detour routes, improving user benefit, and reducing the impact on adjacent property owners.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CRIMP FUND	\$ 1,400,000	\$ -	\$ -	\$ 1,400,000	\$ -	\$ -	\$ -
ROAD FUND	75,000	75,000	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,475,000	\$ 75,000	\$ -	\$ 1,400,000	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	1,400,000	-	-	1,400,000	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,475,000	\$ 75,000	\$ -	\$ 1,400,000	\$ -	\$ -	\$ -

Bert James Road - CE 1774

Williamson to SR 221 (2.0 miles)

Description and Scope

Bert James Road is a rural minor collector running for over ten miles in Benton County. Providing a freight shortcut to SR 221, Bert James Road experiences extensive truck traffic during harvest season. The proposed project would reconstruct two (2) miles of the existing roadway in order to improve its width and vertical alignments so that it might better function in this capacity.

Purpose and Need

The existing segment of Bert James Road has substandard width and vertical alignment, which can make it difficult to navigate for trucks hauling freight. It also experiences occasional flooding. Reconstruction will see this road section rebuilt with adequate drainage, an all-weather driving surface, and widths and alignments in keeping with its usage as a freight route.

History and Current Status

Bert James Road is a T-3 route, seeing up to four million tons of freight per year. Anticipating the need for reconstruction, the County has already surveyed the corridor, procured much of the right-of-way needed for construction, and designed plans. A small amount of right-of-way still needs to be procured.

Operating and Maintenance Impact

Completion of this project will reduce the frequency of which it must be maintained, including the frequency of which it will be chip sealed. Maintenance and operating costs will thus be reduced. Road closures will also be reduced, allowing better realization of the route for users and adjacent property owners.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
RURAL ARTERIAL PROGRAM (CRAB)	\$ 3,528,000	\$ -	\$ -	\$ -	\$ 1,764,000	\$ -	\$ 1,764,000
ROAD FUND	292,000	50,000	50,000	-	96,000	-	96,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 3,820,000	\$ 50,000	\$ 50,000	\$ -	\$ 1,860,000	\$ -	\$ 1,860,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ 100,000	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	1,860,000	-	-	-	1,860,000	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,960,000	\$ 50,000	\$ 50,000	\$ -	\$ 1,860,000	\$ -	\$ -

Bert James Road - CE 1774

Sellards Road to Williamson (2.0 miles)

Description and Scope

Bert James Road is a rural minor collector running for over ten miles in Benton County. Providing a freight shortcut to SR 221, Bert James Road experiences extensive truck traffic during harvest season. The proposed project would reconstruct two (2) miles of the existing roadway in order to improve its width and vertical alignments so that it might better function in this capacity.

Purpose and Need

The existing segment of Bert James Road has substandard width and vertical alignment , which can make it difficult to navigate for trucks hauling freight. It also experiences occasional flooding. Reconstruction will see this road section rebuilt with adequate drainage, an all-weather driving surface, and widths and alignments in keeping with its usage as a freight route.

History and Current Status

Bert James Road is a T-3 route, seeing up to four million tons of freight per year. Anticipating the need for reconstruction, the County has already surveyed the corridor, procured much of the right-of-way needed for construction, and designed plans. A small amount of right-of-way still needs to be procured.

Operating and Maintenance Impact

Completion of this project will reduce the frequency of which it must be maintained, including the frequency of which it will be chip sealed. Maintenance and operating costs will thus be reduced. Road closures will also be reduced, allowing better realization of the route for users and adjacent property owners.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
RURAL ARTERIAL PROGRAM (CRAB)	\$ 1,890,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,890,000
ROAD FUND	210,000	50,000	-	-	-	-	160,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 2,100,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 2,050,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	2,050,000	-	-	-	-	-	2,050,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 2,100,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 2,050,000

Rachel Road

Leslie to Klye (0.6 Miles)

Description and Scope

Rachel Road is an urban local access road that runs about one and a half (1.5) miles in Benton County, but which is heavily used due to the surrounding urbanized area. This segment of Rachel Road is failing, and the proposed project would provide a hot-mix asphalt overlay for point six (0.6) miles of roadway.

Purpose and Need

Rachel Road sees extensive use due to its proximity to urban development. The road has deteriorated at a rate faster than would be expected for its maintenance regime. As such, the Road Department has removed Rachel Road from the bituminous surface treatment (BST, or "chip seal") maintenance schedule and recommended the proposed overlay.

History and Current Status

Rachel Road has historically received BST on the typical seven-year cycle. This maintenance, which is the prescribed lifespan of BST, has proven ineffective for the roadway. It is believed that a hot-mix asphalt overlay will correct the surface issues seen by this road.

Operating and Maintenance Impact

Rachel Road will not be given BST maintenance this cycle, saving the cost of what is estimated to be an inadequate treatment. Hot-mix asphalt overlays typically can be given subsequent BST as maintenance, with the standard being fifteen (15) years after initial overlay Rachel Road would be returned to the BST schedule.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
ROAD FUND	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	200,000	200,000	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -

Rachel Road

Klye to end of County Road (0.8 Miles)

Description and Scope

Rachel Road is an urban local access road that runs about one and one half (1.5) miles in Benton County, but which is heavily used due to the surrounding urbanized area. This segment of Rachel Road is failing, and the proposed project would provide a hot-mix asphalt overlay for eight tenths (0.8) miles of roadway.

Purpose and Need

Rachel Road sees extensive use due to its proximity to urban development. The road has deteriorated at a rate faster than would be expected for its maintenance regime. As such, the Road Department has removed Rachel Road from the bituminous surface treatment (BST, or "chip seal") maintenance schedule and recommended the proposed overlay.

History and Current Status

Rachel Road has historically received BST on the typical seven (7) year cycle. This maintenance, which is the prescribed lifespan of BST, has proven ineffective for the roadway. It is believed that a hot-mix asphalt overlay will correct the surface issues seen by this road.

Operating and Maintenance Impact

Rachel Road will not be given BST maintenance this cycle, saving the cost of what is estimated to be an inadequate treatment. Hot-mix asphalt overlays typically can be given subsequent BST as maintenance, with the standard being 15 years after initial overlay Rachel Road would be returned to the BST schedule.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
ROAD FUND	\$ 225,000	\$ -	\$ 225,000	\$ -	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 225,000	\$ -	\$ 225,000	\$ -	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	225,000	-	225,000	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 225,000	\$ -	\$ 225,000	\$ -	\$ -	\$ -	\$ -

Willamette Heights - CE 1982

S 38th Ave (West Richland City Limits to West Richland City Limits) (0.7 Miles)

Description and Scope

South 38th Avenue is a private gravel road in the Willamette Heights area. The area around this roadway has been heavily developed and is now bordered on the north and south by the city limits of the City of West Richland. This project would see construction of the roadway to an urban arterial standard.

Purpose and Need

South 38th Avenue serves as the primary ingress/egress for other private roads in the Willamette Heights area, and sees a substantial amount of public traffic as a route through West Richland. Construction of this road to urban arterial standards will satisfy a public need – namely, a public route for the Willamette Heights area – that has been identified by the Benton County Board of Commissioners, as well as provide easier access through the City of West Richland.

History and Current Status

The Willamette Heights area was created by the federal government, which established a sixty six (66) foot roadway easement for access to subdivided property. The route is currently a private gravel road. Design standards for the urban arterial roadway will be per Benton County, the agency that, at this time, will adopt the established roadway. The City of West Richland, the lead agency on this project, is seeking federal financing for construction.

Operating and Maintenance Impact

Once South 38th Avenue is constructed and adopted as a County Road, Benton County will assume maintenance of the roadway.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
FEDERAL STPR INDIRECT GRANT FUNDS	983,000	\$ -	\$ -	\$ 983,000	\$ -	\$ -	\$ -
ROAD FUND	300,000	-	-	300,000	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,283,000	\$ -	\$ -	\$ 1,283,000	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	1,283,000	-	-	1,283,000	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,283,000	\$ -	\$ -	\$ 1,283,000	\$ -	\$ -	\$ -

Willamette Heights - CE 1982

Mt. Adams View (S 38th Ave West to West Richland Limits) (0.1 Miles)

Description and Scope

Mt Adams View is a private gravel road in the Willamette Heights area. The area around this roadway has been heavily developed and is now bordered on the north, south, and west by the city limits of the City of West Richland. This project would see construction of the roadway to an urban arterial standard.

Purpose and Need

Mt Adams View serves as a major east-west ingress/egress for other private roads in the Willamette Heights area, and sees a substantial amount of public traffic as a route through West Richland. Construction of this road to urban arterial standards will satisfy a public need – namely, a public route for the Willamette Heights area – that has been identified by the Benton County Board of Commissioners, as well as provide easier access through the City of West Richland.

History and Current Status

The Willamette Heights area was created by the federal government, which established a sixty six (66) foot roadway easement for access to subdivided property. The route is currently a private gravel road. Design standards for the urban arterial roadway will be per Benton County, the agency that, at this time, will adopt the established roadway. The City of West Richland, the lead agency on this project, is financing the construction.

Operating and Maintenance Impact

Once Mt Adams View is constructed and adopted as a County Road, Benton County will assume maintenance of the roadway.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CITY OF WEST RICHLAND	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	200,000	-	-	200,000	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -

Hanks Road

Crosby to 1/2 mile East of McDonald (1.5 miles)

Description and Scope

Hanks Road runs just over twelve (12) miles in Benton County. A rural minor collector, Hanks Road sees extensive farming freight traffic, particularly during harvest. The proposed project would improve one and one half (1.5) miles of Hanks Road via reconstruction to an all-weather standard and correcting horizontal and vertical alignment deficiencies.

Purpose and Need

The existing road is substandard for the traffic it serves with vertical and horizontal sight obstructions and relatively narrow lanes providing challenges for freight. Additionally, inclement weather can lead to weight restrictions and closures. The improvement of this roadway section through reconstruction will address these issues.

History and Current Status

Hanks Road is a T-3 freight route conveying up to four million (4,000,000) tons of goods annually. This proposal is part of a larger series of projects aimed at improving farm-to-market freight routes in rural Benton County.

Operating and Maintenance Impact

The high volume of truck traffic increases the maintenance costs of Hanks Road compared to other roads of similar use and condition in Benton County. Improving the road to an all-weather status and correcting the existing deficiencies should reduce those costs. Upon completion of the project, Hanks Road will return to the normal maintenance regime.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
RURAL ARTERIAL PROGRAM (CRAB)	\$ 1,620,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,620,000
ROAD FUND	180,000	100,000	-	-	-	-	80,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,800,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	1,700,000	-	-	-	-	-	1,700,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,800,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000

Hanks Road

1/2 mile East of McDonald to Aller (1.5 miles)

Description and Scope

Hanks Road runs just over twelve (12) miles in Benton County. A rural minor collector, Hanks Road sees extensive farming freight traffic, particularly during harvest. The proposed project would improve one and one half (1.5) miles of Hanks Road via reconstruction to an all-weather standard and correcting horizontal and vertical alignment deficiencies.

Purpose and Need

The existing road is substandard for the traffic it serves with vertical and horizontal sight obstructions and relatively narrow lanes providing challenges for freight. Additionally, inclement weather can lead to weight restrictions and closures. The improvement of this roadway section through reconstruction will address these issues.

History and Current Status

Hanks Road is a T-3 freight route conveying up to four million (4,000,000) tons of goods annually. This proposal is part of a larger series of projects aimed at improving farm-to-market freight routes in rural Benton County.

Operating and Maintenance Impact

The high volume of truck traffic increases the maintenance costs of Hanks Road compared to other roads of similar use and condition in Benton County. Improving the road to an all-weather status and correcting the existing deficiencies should reduce those costs. Upon completion of the project, Hanks Road will return to the normal maintenance regime.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
UNDETERMINED FUNDING SOURCE	\$ 1,700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000
ROAD FUND	100,000	100,000	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,800,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	1,700,000	-	-	-	-	-	1,700,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,800,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000

Case Road

OIEH to Hanks (2.3 Miles)

Description and Scope

Case Road runs just over thirteen (13) miles in Benton County. A rural minor collector, Case Road sees extensive farming freight traffic, particularly during harvest. The proposed project would improve two and three tenths (2.3) miles of Hanks Road via reconstruction to an all-weather standard and correcting horizontal and vertical alignment deficiencies.

Purpose and Need

The existing road is substandard for the traffic it sees, with vertical and horizontal sight obstructions and substandard lanes providing challenges for freight. Additionally, inclement weather can lead to weight restrictions and closures. The improvement of this roadway section through reconstruction will address these issues.

History and Current Status

Case Road is a T-3 freight route conveying up to four million (4,000,000) tons of goods annually. This proposal is part of a larger series of projects aimed at improving farm-to-market freight routes in rural Benton County.

Operating and Maintenance Impact

The high volume of truck traffic increases the maintenance costs of Case Road compared to other roads of similar use and condition in Benton County. Improving the road to an all-weather status and correcting the existing deficiencies should reduce those costs. Upon completion of the project, Case Road will return to the normal maintenance regime.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
UNDETERMINED FUNDING SOURCE	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 660,000	\$ 670,000	\$ 670,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 660,000	\$ 670,000	\$ 670,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CONSTRUCTION/SERVICE COST	2,000,000	-	-	-	-	-	2,000,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000

County Well RD Phase I

SR 221 to McBee (3.0 Miles)

Description and Scope

County Well Road runs over seven miles in Benton County. Classified as a rural minor collector, the road sees significant truck traffic during the farming season. This project is the first phase of a three-part series that will reconstruct six and eight tenths (6.8) miles of the road to an all-weather standard and work to improve safety and drainage.

Purpose and Need

The existing road has poor drainage and profile. There are also segments that would benefit from the application of guardrail. Improving the road to an all-weather paved roadway will improve safety, ensure there are no travel restrictions during inclement weather, and reduce overall maintenance costs.

History and Current Status

County Well Road is designated a T-5 freight route, moving up to twenty-thousand (20,000) tons of freight over sixty (60) days. This is the first phase of this series aiming at improving roadway conditions and safety. The project is currently in the preliminary planning phase.

Operating and Maintenance Impact

County Well Road has high maintenance costs compared to other gravel roads in the area due to the large volume of trucks using it during the farming season. Improving the roadway will reduce overall maintenance costs and provide a better operating experience for the road users and surrounding land owners.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
UNDETERMINED FUNDING SOURCE	\$ 2,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 2,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	2,250,000	-	-	-	-	-	2,250,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 2,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250,000

County Well RD Phase II

McBee to Clodius (2.0 Miles)

Description and Scope

County Well Road runs over seven (7) miles in Benton County. Classified as a rural minor collector, the road sees significant truck traffic during the farming season. This project is the second phase of a three-part series, that will reconstruct sixty and eight tenths (6.8) miles of the road to an all-weather standard, and work to improve safety and drainage.

Purpose and Need

The existing road has poor drainage and profile. There are also segments that would benefit from the application of guardrail. Improving the road to an all-weather paved roadway will improve safety, ensure there are no travel restrictions during inclement weather, and reduce overall maintenance costs.

History and Current Status

County Well Road is designated a T-5 freight route, moving up to twenty-thousand (20,000) tons of freight over sixty days. This is the second phase of this series aiming at improving roadway conditions and safety. The project is currently in the preliminary planning phase.

Operating and Maintenance Impact

County Well Road has high maintenance costs compared to other gravel roads in the area due to the large volume of trucks using it during the farming season. Improving the roadway will reduce overall maintenance costs and provide a better operating experience for the road users and surrounding land owners.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
UNDETERMINED FUNDING SOURCE	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	1,500,000	-	-	-	-	-	1,500,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000

County Well RD Phase III

Clodius to County Pit (1.8 Miles)

Description and Scope

County Well Road runs over seven (7) miles in Benton County. Classified as a rural minor collector, the road sees significant truck traffic during the farming season. This project is the final phase of a three-part series, that will reconstruct six and eight tenths (6.8) miles of the road to an all-weather standard, and work to improve safety and drainage.

Purpose and Need

The existing road has poor drainage and profile. There are also segments that would benefit from the application of guardrail. Improving the road to an all-weather paved roadway will improve safety, ensure there are no travel restrictions during inclement weather, and reduce overall maintenance costs.

History and Current Status

County Well Road is designated a T-5 freight route, moving up to twenty-thousand (20,000) tons of freight over sixty days. This is the third phase of this series aiming at improving roadway conditions and safety. The project is currently in the preliminary planning phase.

Operating and Maintenance Impact

County Well Road has high maintenance costs compared to other gravel roads in the area due to the large volume of trucks using it during the farming season. Improving the roadway will reduce overall maintenance costs and provide a better operating experience for the road users and surrounding land owners.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
UNDETERMINED FUNDING SOURCE	\$ 1,350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
CONSTRUCTION/SERVICE COST	1,350,000	-	-	-	-	-	1,350,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350,000

Finley Road

M.P. 5.2 to End of Pavement (2.1 Miles)

Description and Scope

Finley Road runs over fifteen (15) miles in Benton County. A rural minor collector, Finley Road sees extensive farming freight traffic, particularly during harvest. The proposed project would improve two and one tenths (2.1) miles of gravel road, to a paved all-weather standard, and establish proper widths.

Purpose and Need

The existing road is a gravel road with substandard lanes that provide challenges for freight. Due to it being a gravel road, inclement weather can lead to weight restrictions and closures. The improvement of this roadway section through paving will address these issues.

History and Current Status

Finley Road is a T-4 freight route conveying up to three-hundred thousand (300,000) tons of goods annually. This proposal is part of a larger series of projects aimed at improving farm-to-market freight routes in rural Benton County.

Operating and Maintenance Impact

The relatively high volume of truck traffic increases the maintenance costs of Finley Road compared to other roads of similar use and condition in Benton County. Improving the road to a paved, all-weather status and correcting the existing width deficiencies should reduce those costs. Upon completion of the project, Finley Road will return to the normal maintenance regime for similar roads.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
UNDETERMINED FUNDING SOURCE	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,750,000	\$ -	\$ 1,750,000				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	1,750,000	-	-	-	-	-	1,750,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750,000

Dague Road

Terril to Game Farm (0.5 Miles)

Description and Scope

Dague Road is a proposed one half (0.5) mile paved all-weather road that would connect E Game Farm Road to E Terril Road in Benton County, southeast of Kennewick, Washington.

Purpose and Need

East Game Farm Road currently terminates at its east approximately one half (0.5) mile north of the intersection of Fremont Road and Terril Road. Currently, residents at the end of Game Farm Road have to back-track several miles to access the nearby state highway system. Residents on Fremont Road and Terril Road also have to back-track several miles to access the City of Kennewick. Connection of these two roads would establish a route that ultimately connects the residents to the state highway system and the more urban areas.

History and Current Status

While there has been some residential development in the general vicinity of these two roads, the surrounding land is still heavily agrarian. Providing this through route would allow for more readily dissemination of produce. It would also provide access for those residences that have been constructed in the area.

Operating and Maintenance Impact

Currently, this portion of Dague Road does not exist. Its construction would add one half (0.5) miles of paved, all-weather roadway to the County's maintenance schedule.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
UNDETERMINED FUNDING SOURCE	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 250,000	\$ -	\$ 250,000				

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	250,000	-	-	-	-	-	250,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000

Johnson Road

CR 12 to Griffin (2.2 Miles)

Description and Scope

Johnson Road runs over five (5) miles in Benton County. A rural local access road, Johnson Road is narrower than prescribed standards. The proposed project would improve two and two tenths (2.2) miles of Johnson Road to establish proper widths.

Purpose and Need

The existing road is a narrow road with substandard lanes that provide challenges for safety. The improvement of this roadway section through widening aims to address this issue.

History and Current Status

Johnson Road has experienced three (3) recorded accidents on this segment since 2008. This proposal aims at improving safety along this segment.

Operating and Maintenance Impact

Johnson Road is already maintained on a regular basis by the Benton County Road Department. The increased lane widths would likely only increase material costs, as labor would be geared towards standard road widths.

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
UNDETERMINED FUNDING SOURCE	\$ 1,320,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,320,000
ROAD FUND	150,000	-	75,000	75,000	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,470,000	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 1,320,000

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
PRELIMINARY ENGINEERING	\$ 150,000	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICE COST	1,320,000	-	-	-	-	-	1,320,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,470,000	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 1,320,000

Addendum: Ongoing Maintenance

Addendum: Ongoing Maintenance - Previously completed projects that have ongoing maintenance that is funded out of Capital Projects Fund.



Video Conferencing Upgrade & Infrastructure Countywide

Description and Scope

This \$297K project was completed in 2014. It involved upgrading the existing video conferencing equipment in the Commissioner conference rooms and installing a Tandberg network-wide video conferencing management infrastructure to facilitate future expansion of video conferencing locations and use. The system will now manage everything from full room video environments to laptops with mobile video cameras. This is on going maintenance for the system

Purpose and Need

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

History and Current Status

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

Operating and Maintenance Impact

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

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECT FUND	222,000	37,000	37,000	37,000	37,000	37,000	37,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 222,000	\$ 37,000					

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	222,000	37,000	37,000	37,000	37,000	37,000	37,000
	-	-	-	-	-	-	-
TOTAL	\$ 222,000	\$ 37,000					

Microsoft Enterprise Agreement

Countywide

Description and Scope

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

Purpose and Need

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

History and Current Status

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

Operating and Maintenance Impact

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

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECT FUND	\$ 1,500,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 1,500,000	\$ 250,000					

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	1,500,000	250,000	250,000	250,000	250,000	250,000	250,000
	-	-	-	-	-	-	-
TOTAL	\$ 1,500,000	\$ 250,000					

Server Virtualization

Countywide

Description and Scope

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

Purpose and Need

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

History and Current Status

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

Operating and Maintenance Impact

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

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECT FUND	\$ 414,000	\$ 69,000	\$ 69,000	\$ 69,000	\$ 69,000	\$ 69,000	\$ 69,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 414,000	\$ 69,000					

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	414,000	69,000	69,000	69,000	69,000	69,000	69,000
	-	-	-	-	-	-	-
TOTAL	\$ 414,000	\$ 69,000					

Voice System Upgrade

Countywide

Description and Scope

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

Purpose and Need

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

History and Current Status

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

Operating and Maintenance Impact

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

PARTICIPATING FUNDS	TOTAL ESTIMATED PROJECT REVENUE	REVENUES					
		2017-2018		2019-2020		2021-2022	
CAPITAL PROJECT FUND	\$ 312,000	\$ 52,000	\$ 52,000	\$ 52,000	\$ 52,000	\$ 52,000	\$ 52,000
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
TOTAL	\$ 312,000	\$ 52,000					

PROJECT BUDGET	TOTAL ESTIMATED PROJECT COSTS	EXPENDITURES					
		2017-2018		2019-2020		2021-2022	
ARCHITECT / ENGINEERING FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONSTRUCTION/SERVICES COSTS	-	-	-	-	-	-	-
OTHER (FFE, LAND, CONTINGENCY, ETC.)	-	-	-	-	-	-	-
OPERATIONS AND MAINTENANCE	312,000	52,000	52,000	52,000	52,000	52,000	52,000
	-	-	-	-	-	-	-
TOTAL	\$ 312,000	\$ 52,000					

Glossary



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



CAPITAL IMPROVEMENT PLAN DOCUMENT GLOSSARY

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

A

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

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

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

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

B

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

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

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

C

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



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

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

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

D

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

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

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

E

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

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



F

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

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

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

G

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

H

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

I

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

J

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

K

There are no items at this time.

L

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



M

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

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

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

MINOR COLLECTOR (Rural): These routes should 1) be spaced at intervals consistent with population density to accumulate traffic from local roads and bring all developed areas within reasonable distances of collector roads; 2) provide service to the remaining smaller communities; and 3) link the local important traffic generators with their rural vicinity.

N

There are no items at this time.

O

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

P

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

Q

There are no items at this time.



R

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

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

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

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

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

S

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

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

T

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

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



U

There are no items at this time.

V

There are no items at this time.

W

There are no items at this time.

X

There are no items at this time.

Y

There are no items at this time.

Z

There are no items at this time.

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>Nov. 1st</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>Justice Center Remodel</u>	Pass Resolution _____	Public Hearing _____
	Pass Ordinance _____	1st Discussion <u>X</u>
Prepared by: <u>Fred Bowen</u>	Pass Motion <u>X</u>	2nd Discussion _____
	Other _____	Other _____
Reviewed by: _____		

BACKGROUND INFORMATION

Meier Architecture & Engineers has completed the construction plans for the remodel of six (6) areas located at the Justice Center. These areas include the PA’s offices, Office of Public Defense, Executive Conference Room, Information Technology (IT), Administration and Restrooms.

SUMMARY

June 28th 2016 the Board approved the 3rd Amend to the Contract w/Meier Enterprises, Inc. for Tenant Improvement. September 8th 2016 the drawings were completed and submitted to City of Kennewick for plan review. The review has been completed and the plans are ready to go out for bids.

RECOMMENDATION

The County Commissioner approve to proceed with the bidding process for the Justice Center remodel.

FISCAL IMPACT

Remodel is estimated at \$1,810,000

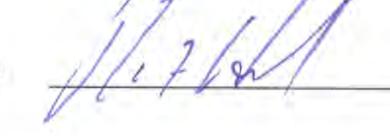
MOTION

Move to approve the Public Services Administrator to proceed with the bidding process for the Justice Center remodel project.

Benton County Justice Center
Tenant Improvements

Directors and Department Heads

Our tenant improvement documents are complete and are ready for the competitive bid market. We here at Capital Improvements are requiring that the architectural plans receive your signature of approval for construction. That the plan documents meet the intent of office improvements, as you required, upon your latest review.

AREA a.	Office of Public Defense		Date: <u>10/24/16</u>
AREA b.	Personnel Offices		Date: <u>10-25-16</u>
AREA c.	Executive Conference Rm		Date: <u>10-25-16</u>
AREA d.	Information Technologies		Date: <u>10/25/2016</u>
AREA e.	Civil and Appellate	_____	Date: _____
AREA f.	Distr. Court & Juvenile	_____	Date: _____
AREA h.	Distr. Court Mental Health	_____	Date: _____
AREA j.	P A Felony	_____	Date: _____
		_____	Date: _____

Andy Miller PA

Please return email by Monday, October 31, 2016 by 4:00 pm PSDT

Thank You, Larry Hueter BCPM

Benton County Justice Center
Tenant Improvements

Directors and Department Heads

Our tenant improvement documents are complete and are ready for the competitive bid market. We here at Capital Improvements are requiring that the architectural plans receive your signature of approval for construction. That the plan documents meet the intent of office improvements, as you required, upon your latest review.

AREA a. Office of Public Defense _____ Date: _____

AREA b. Personnel Offices _____ Date: _____

AREA c. Executive Conference Rm _____ Date: _____

AREA d. Information Technologies _____ Date: _____

AREA e. Civil and Appellate _____ Date: AM

AREA f. Distr. Court & Juvenile _____ Date: AM

AREA h. Distr. Court Mental Health [Signature] Date: 10-25-16

AREA j. P A Felony _____ Date: AM

[Signature] _____ Date: 10-25-16

Andy Miller PA

Please return email by Monday, October 31, 2016 by 4:00 pm PSDT

Thank You, Larry Hueter BCPM

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

BACKGROUND INFORMATION / SUMMARY

On October 18, 2016, Benton County entered into a Public Works contract with MG Wagner to reroof several buildings at the Justice Center. This was authorized by Resolution 2016-796.

Meier Architecture and MG Wagner have requested a change order to the reroof plan. A change is requested to modify the underlayment material on the roof of the original Courts and Jail building, which will result in a credit of \$19,902.00. A second change has been requested to change from a standard solvent based adhesive to a solvent-free adhesive. The purpose of this is to use a low odor adhesive to minimize the smell of glue inside the building. This change will result in a charge of \$65,860.00. The combination of the two changes will be a charge of \$45,958.00.

The Facilities Manager and Construction Project Manager recommend accepting the requested change order. This change will not add any time to the contract which has a schedule completion date of July 21, 2017. The original contract amount was for \$1,867,322.00 and with the change order, the new amount will be \$1,913,280.00 plus WSST.

RECOMMENDATION

Approve the resolution to authorize Change Order #1 and authorize the Chairman of the Board to sign the attached Change Order No. 1.

FISCAL IMPACT

An additional \$45,958.00 is requested from the Capital Fund.

MOTION

Motion to approve the resolution and authorize Change Order #1 to the contract with MG Wagner.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 WITH MG WAGNER FOR THE JUSTICE CENTER REROOF PROJECT AND AUTHORIZING CHAIRMAN TO SIGN CHANGE ORDER NO. 1

WHEREAS, Benton County entered into a Public Works contract with MG Wagner on October 18, 2016, authorized by Resolution 2016-796, for the Justice Center Reroof Project; and

WHEREAS, Meier Architecture and MG Wagner have requested two modifications to the project with Change Order No. 1; and

WHEREAS, the first change is the deletion of coverboard material on the roof of the Old Jail and Old Courts building which will result in a credit of \$19,902; and

WHEREAS, the second change is to use a solvent-free adhesive instead of the standard solvent-based adhesive, for the purpose of keeping glue odors out of the buildings as much as possible, on the entire project, which will result in a charge of \$65,860.00; and

WHEREAS, the combination of the two requests from Change Order No. 1 will result in charge of \$45,958.00; and

WHEREAS, the Facilities Manager and Construction Project Manager recommend the County accept Change Order No. 1; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby approves Change Order No. 1 to the contract with MG Wagner, for an additional amount of \$45,958.00, plus WSST, and authorizes the Chairman of the Board to signed Change Order No. 1, attached hereto; and

BE IT FURTHER RESOLVED, this change will increase the total cost of the contract by \$45,958.00, from the original amount of \$1,867,322.00 to a new total of \$1,913,280.00, plus WSST.

Dated this _____ day of _____, 2016.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

CHANGE ORDER



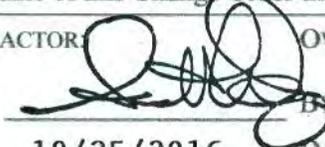
CHANGE ORDER No:	#1	DATE:	10/24/2016
PROJECT:	Benton County Re-Roofing Projects	PROJECT NO:	7907
OWNER:	Benton County	CONTRACTOR:	M G Wagner Co Inc Roofing
ADDRESS:	7122 W. Okanogan Place, Bldg "A" Kennewick, WA 99336	ADDRESS:	1401 Hathaway St Yakima, WA 98902
PHONE:		PHONE:	(509) 575-0934

THE CONTRACT IS CHANGED AS FOLLOWS:

Change from standard solvent based adhesive to solvent free bonding adhesive:	\$65,860.00
Credit for deleting the coverboard at old jail/ballasted roof:	(\$19,902.00)

The original Contract Sum was:	\$	1,867,322.00
Net change by previously authorized Change Orders:	\$	0.00
The Contract Sum prior to this Change Order was:	\$	1,867,322.00
The Contract Sum will (increased) (decreased) by this Change Order in the amount of:	\$	45,958.00
The new Contract Sum including this Change Order will be:	\$	1,913,280.00

The Contract Time will be (increased) (decreased) (unchanged) by: 0 days
The date of Substantial Completion as of the date of this Change Order therefore is: July 21, 2017

ARCHITECT/ENGINEER:	CONTRACTOR:	OWNER:
BY: <u>Douglas R. Eadie</u>	BY: 	BY: _____
DATE: <u>10/24/2016</u>	DATE: <u>10/25/2016</u>	DATE: _____

CCM 1.0

AGENDA ITEM	TYPE OF ACTION	Consent Agenda
MTG. DATE: November 1, 2016	NEEDED	Public Meeting X
SUBJECT: Prel. Plat of La Buena Vida Estates – SUB 2016-005	Execute Contract	1st Discussion
MEMO DATE: October 20, 2016	Pass Resolution X	2nd Discussion
Prepared By: Clark A. Posey	Pass Ordinance	Other
	Pass Motion X	

BACKGROUND INFORMATION

On September 13, 2016, the Benton County Planning Commission conducted public hearings on the proposed preliminary plat of La Buena Vida Estates – SUB 2016-005. This subdivision consists of 21.28 acres to be divided into 15 single-family lots with an average lots size of 49,281 square feet. After closing the Open Record Hearings and discussing the proposed plat, the Planning Commission made a recommendation to approve the preliminary plat as presented with conditions. The Planning Commission’s record and recommendation for SUB 2016-005 is being submitted for your review and decision. The Board has set a public meeting for November 1, 2016 at 9:00 a.m. to review the record and recommendation of the Planning Commission.

SUMMARY

The Benton County Planning Commission has completed the open record hearing for the preliminary plat application of La Buena Vida Estates - SUB 2016-005. The Board of County Commissioners will consider the preliminary plat and recommendation of the Planning Commission at a public meeting on November 1, 2016.

RECOMMENDATION

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

FISCAL IMPACT

New county roads.

MOTION

If the Board agrees with the Planning Commission and Planning Department, the Board can adopt the Planning Commission recommendation, Findings and Conclusions as their own and approve the preliminary plat of La Buena Vida Estates - SUB 2016-005 with conditions. If however, the Board disagrees with the Planning Commission’s recommendation then the Board will have to complete your own Findings and either approve the plat with additional conditions or deny the plat. If based on the Planning Commission’s record, you wish to complete your own findings, the Planning Department could draft the Boards findings and conclusions for the Board’s approval.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING REGARDING PRELIMINARY PLAT APPLICATION SUB 2016-005 –
LA BUENA VIDA ESTATES. APPLICANT: DOS CABRAS VIEJAS, PARCEL NUMBER 1-0984-400-0001-000.

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

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: Notice to affected jurisdictions, (July 22, 2016); publication of Notice of Application Tri-City Herald (July 22, 2016); publication of Legal Notice (September 1, 2016); and,

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

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

WHEREAS, the Planning Commission continued the hearing until October 11, 2016; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the open record hearing conducted on October 11, 2016; and,

WHEREAS, the Planning Commission at the open record hearing held on September 13, 2016 and October 11, 2016, considered the testimony submitted and voted to recommend approval with conditions of the Preliminary Plat of La Buena Vida Estates; and,

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

WHEREAS, the Board of County Commissioners did review the record and recommendation prepared by the Planning Commission and considered oral and written arguments at a Closed Record Public Meeting on Tuesday, November 1, 2016; and,

WHEREAS, the Board of County Commissioners did adopt the Planning Commission's Finding of Fact and Conclusions as their own (which are kept in File No. SUB 2016-005 in the Planning Department records); and,

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

BE IT RESOLVED, that the Board of County Commissioners hereby adopts the Planning Commission's Findings of Fact and Conclusions as their own regarding the Preliminary Plat of La Buena Vida Estates–SUB 2016-005 and hereby approves the preliminary plat with 15 conditions as contained in the Planning Commission's Recommendation, Findings of Fact and Conclusions.

Dated this 1st day of November 2016.

Chairman of the Board

Member

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

Attest.....
Clerk of the Board

CAP

**EXHIBIT LIST FOR SUB 2016-005/EA 2016-016
LA BUENA VIDA ESTATES SUBDIVISION**

Planning Commission Application Exhibit List		
		DATED
PCR 1 Includes:	PCR 1.0 Subdivision Application	June 29, 2016
	PCR 1.1 Plat Map	July 21, 2016
	PCR 1.2 Environmental Checklist	June 29, 2016
	PCR 1.3 Wetland Delineation Report	June 15, 2007
	PCR 1.4 Preliminary Drainage System Design Review	June 29, 2016
Planning Commission Staff Memo Exhibit List September 13, 2016		
PCM 1 Includes:	PCM 1.0 Staff Memo	September 6, 2016
	PCM 1.1 Site Map of proposed preliminary plat area	July 1, 2016
	PCM 1.2 Aerial Map of proposed preliminary plat area	July 1, 2016
	PCM 1.3 Notice of Application	July 22, 2016
	PCM 1.4 Determination Of Non Significance	August 11, 2016
	PCM 1.5 Notice of Open Record Hearing	August 26, 2016
	PCM 1.6 Comments from Benton-Franklin Health District	June 27, 2016
	PCM 1.7 Email from Benton Franklin Health District	July 5, 2016
	PCM 1.8 Comments from Benton PUD	August 3, 2016
	PCM 1.9 Comments from Benton Irrigation District	July 27, 2016
	PCM 1.10 Comments from Dept. of Ecology	August 30, 2016
	PCM 1.11 Comments from Benton County Fire Marshal	August 3, 2016
	PCM 1.12 Email from Fire District #2	August 12, 2016
	PCM 1.13 Email from Benton County Fire Marshal	August 12, 2016
	PCM 1.14 Email from Ken Williams	August 23, 2016
	PCM 1.15 Comments from Benton County Assessor	July 28, 2016
PCM 1.16 Comments from Benton County Public Works	September 6, 2016	
Planning Commission Hearing Exhibit List - September 13, 2016		
PCH 1 Includes:	PCH 1.0 Documents from Oasis Water Corporation	September 8, 2016
	PCH 1.1 Photos of wetland area	September 2, 2016
	PCH 1.2 Email from Paul Christensen	September 9, 2016
	PCH 1.3 Email from Benton County Road Dept.	September 12, 2016
	PCH 1.4 Aerial Maps with proposed subdivision overlay	September 13, 2016
	PCH 1.5 Email from Benton County Fire Marshal	September 13, 2016
Continued Planning Commission Hearing Exhibit List - October 11, 2016		
PCM 2 Includes:	PCM 2.0 Staff Memo	October 4, 2016
	PCM 2.1 Notice of Continued Open Record Hearing	September 26, 2016
	PCM 2.2 Comments from the Benton Co. Road Dept.	October 3, 2016
	PCM 2.3 Updated Preliminary Plat Map	October 4, 2016
Planning Commission Continued Hearing Exhibit List - October 11, 2016		
PCH 2 Includes:	PCH 2.0 Letter from Louetta Shiplet	October 5, 2016
	PCH 2.1 Oasis operating Permit - Paul Christensen	October 11, 2016
	PCH 2.2 Map of Subdivision with areas highlighted	October 11, 2016
Board of County Commissioners Public Meeting Exhibit List - November 1, 2016		
CCM Includes:	CCM 1.0 Board of County Commissioners Agenda Sheet	October 20, 2016
	CCM 1.1 Planning Commission Findings	October 18, 2016
	CCM 1.2 Planning Commission audio recordings	September 13, 2016 & October 11, 2016

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

**RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION**

RE: Preliminary Plat of approximately
21.28 acres into 15 lots in Section 12
Township 9 North, Range 26 East, W.M.

File No. SUB 2016-005
**RECOMMENDATION, FINDINGS OF FACT
AND CONCLUSIONS**

RECOMMENDATION

SUB 2016-005: A proposal by Dos Cabras Viejas, LLC. for the preliminary plat of La Buena Vida Estates a subdivision of approximately 21.28 acres into 15 lots with an average lot size of 49,281 square feet is hereby recommended to be APPROVED WITH CONDITIONS. This action is based upon the following findings pursuant to RCW 58.17.110.

LEGAL DESCRIPTION

The area covered by the proposed preliminary plat is Lot 2 of Short Plat 2724 in the Southeast Quarter of Section 12, Township 9 North, Range 26 East, W.M. and is generally described as that area located west of Highland Drive, south of Rainy Lane, south of the south end of Thunder Road and west of the west end of Sandy Lane.

RESOLUTION

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

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: notice to affected jurisdictions, July 22, 2016); publication of the Notice of Application (July 22, 2016); publication of legal notices in the Tri-City Herald (September 1, 2016); adjacent landowners (August 26, 2016); and,

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

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

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

WHEREAS the continued hearing was conducted on October 11, 2016 after notice of the continued hearing was published in the Tri-City Herald on September 29, 2016 and sent to interested parties on September 26, 2016; and,

WHEREAS, the continued public hearing was held on October 11, 2016 at 7:00 p.m. in the Planning Annex Hearing Room, 1002 Dudley Avenue, Prosser WA 99350; and,

WHEREAS, the following members were present; Martin Sheeran; Leo Perales, Marjorie Kaspar and Aimee Bergeson; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on October 11, 2016; and,

WHEREAS, the Planning Commission at an open record public hearing held on October 11, 2016, considered the evidence submitted and voted five in favor with one absent and one vacancy to recommend **approval with conditions as outlined in the staff memo dated October 4, 2016** of the proposal; and,

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

FINDINGS AND CONCLUSIONS

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

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

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

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

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

1. Pursuant to the Planning Staff memos dated August 30, 2016 and October 4, 2016, the Benton County Road Department will review the proposed plat to ensure

that it meets the requirements of the Benton County Hydrology Manual.

2. All natural drains are to be kept open and protected by the dedication of a drainage easement or a pipe drainage plan approved by the Benton County Road Dept.

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

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

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

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

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

1. Water Service will be provided by Oasis Water Corporation, LLC. Prior to setting the date for final approval, the applicant provides written verification from the Washington State Department of Health that the Oasis Water Corporation system is in compliance with current state standards.
2. The applicant must provide written verification from Washington State Department of Health that required improvements have been installed and inspected to provide water service to the proposed lots.
3. Proof of potable water must be provided before building permits will be issued for lots within the subdivision.

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

1. Sanitary waste service will be provided by individual septic systems.
2. The Benton Franklin Health District provided comments that the proposed plat can be served by septic systems.

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

1. The proposed plat does not provide for parks or recreation opportunities.
2. That no evidence was presented that park, recreation or playground areas are needed or required.

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

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

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

1. An Environmental Checklist was submitted and the Planning Department issued a Determination of Non Significance on August 11, 2016.

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

1. The on-site and surrounding zoning is Urban Growth Area.
2. The average lot size is 49,281 Square feet.

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

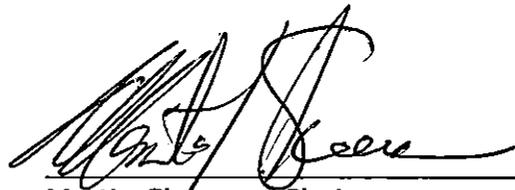
1. The Planning Commission incorporates by reference and adopts the Planning Department's Findings of Fact as set forth in its August 30, 2016 and October 4, 2011 staff memo, except to the extent any such findings are inconsistent with any of the Planning Commission findings stated above.
2. This proposal is allowed within the Urban Growth Area Zoning District.

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

N. This plat is located within the Benton Irrigation District.

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

THEREFORE BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, adopts these findings and conclusions with respect to File No. SUB 2016-005, the preliminary plat of La Buena Vida, proposed by Dos Cabras Viejas, LLC. and such plat is hereby recommended to the Board of County Commissioners for APPROVAL WITH CONDITIONS (attached).



Martin Sheeran, Chairman

10-18-16

Date

BENTON COUNTY PLANNING COMMISSION

Conditions of Approval for SUB 2016-005

1. That all lots in the final plat meet the design standards for final plat approval as specified in Benton County Code 9.08 as amended, and meet all of the zoning requirements as specified in BCC Title No. 11, as amended.
2. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
3. That all requirements necessary for storm drainage are provided, including any easements necessary for compliance with the Benton County Hydrology Manual. All natural drains are to be kept open and protected by the dedication of a drainage easement or the Benton County Department of Public Works must approve a pipe drainage plan. The applicant provide written verification that all comments on the Road Department letter dated September 6, 2016 have been addressed prior to the final plat being submitted.
4. The applicant shall provide irrigation improvements and easements as required by the Benton Irrigation District. The final plat must include an approval and signature block for the irrigation district.
5. Provisions shall be made to assure safe walking and/or waiting areas for students who will walk to and from school and for bus turn out areas. Written approval by the Kiona Benton School District must be provided to the planning department prior to accepting final plat for processing.
6. Contour lines shall be shown on the final plat or on a separate sheet at a maximum of 5' intervals.
7. The applicants provide written verification from the Oasis Water Company that they are able and willing to provide water service to the development.
8. That the wetland line and the 50-foot setback as noted in the wetland study, be shown on the final plat. Lots 9 and 10, are to be redesigned so that there is adequate area to place a dwelling on the sites and meet the zoning code setback requirements, Benton Franklin Health Department requirements and the wetland setback. If the wetland conditions have changed, the applicant can submit a new boundary determination and a new wetland rating report should be completed for lots 9 and 10.

9. That the Planning Department receives written verification from the Benton County Fire Marshal indicating that the required fire flow and adequate fire protection system have been installed and are functioning as per the requirements of BCC. If this is not accomplished a statement will need to be placed on the final plat indicating that: "No building permit shall be issued until the roads are constructed to at least subgrade standards." All roads must be constructed or bonded prior to the final plat being submitted for final plat approval.
10. That the Planning Department receives written verification from the Benton Franklin Health District that all the requirements listed in the Benton Franklin Health District letter dated June 27, 2016 have been completed. Such approval letter must be submitted with the final plat application.
11. Prior to setting the date for final approval, the applicant provides written verification from the Washington State Department of Health that the required improvements have been made to the Oasis Water Corporation System have been made to bring the system in compliance with current state standards. Also the applicant must provide written verification from Washington State Department of Health that required improvements have been installed and inspected to provide water service to the proposed lots.
12. That any pipelines within the areas proposed for dedication of road right of way be upgraded to meet the Benton County Department of Public Works standards for pipelines located in road right of way. That the owners of the easement vacate the waterline easements located within the proposed road right of way.
13. The final plat shall not label the lots as duplex lots.
14. The applicant comply with the Road Department letter dated October 3, 2016 and any other requirements to obtain the County Engineers signature on the final plat.
15. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commission.

The PC FTR audio recordings for the PC public hearings (Sept. 13 and October 11) are available at the following location on the County network. If you need help opening it or if you need to download the FTR Player - please contact Bob Woody.

BOCC Audio Recording Folder

\\chfrodo\AllCommissioners\Planning Commission Recordings

or at:

g:\Planning Commission Recordings

PCH 2.2

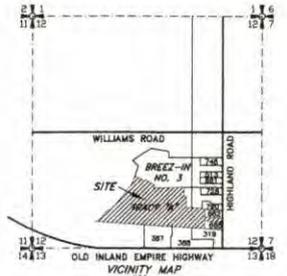
LA BUENA VIDA ESTATES

PRELIMINARY PLAT

PCM 2.3

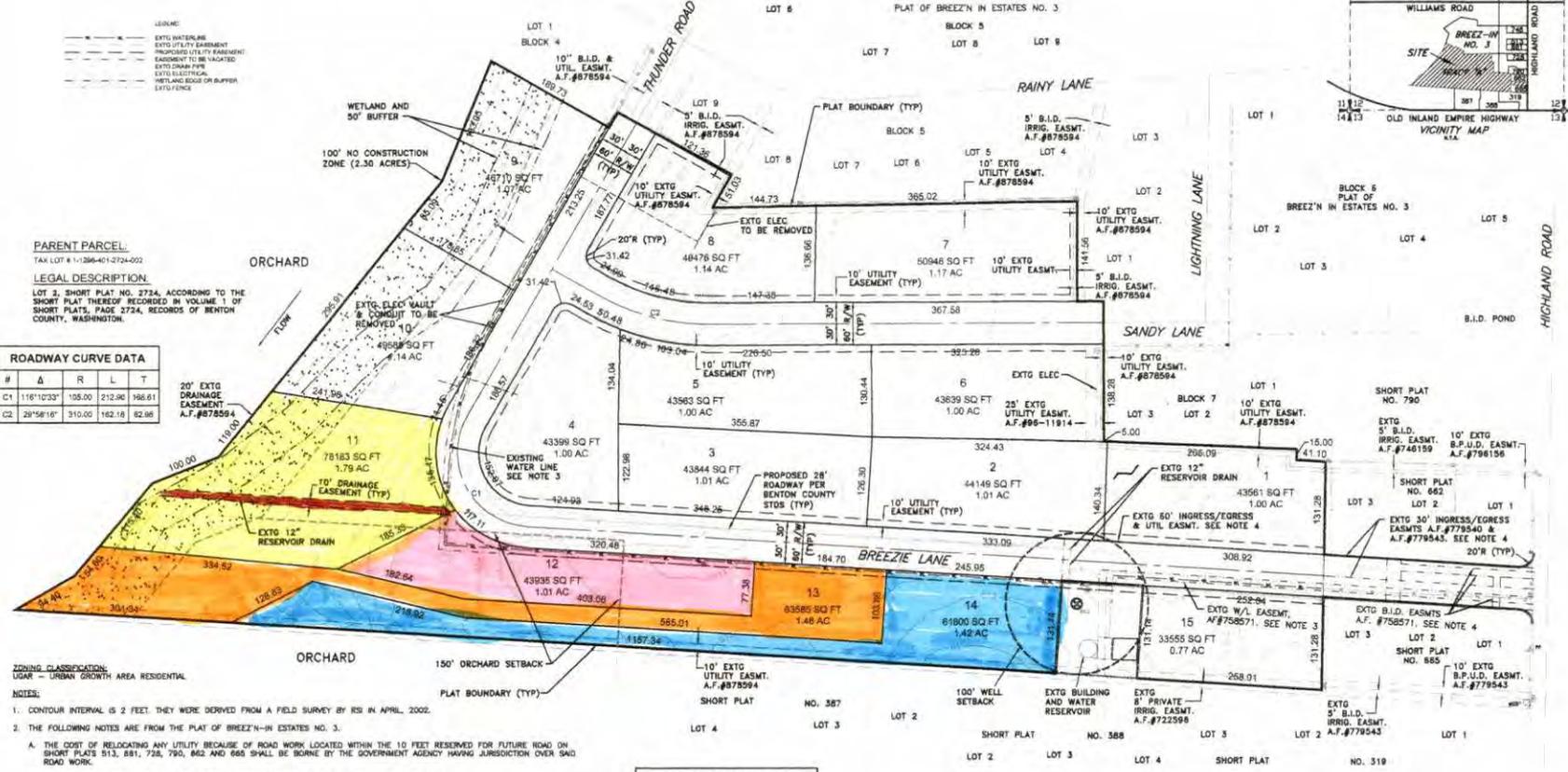
A REPLAT OF TRACT 'A', PLAT OF BREEZ-IN ESTATES NO. 3 LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 9 NORTH, RANGE 26 EAST, W.M. BENTON COUNTY, WASHINGTON

LOT 2



LEGEND:

- EXTD WATERLINE
- EXTD UTILITY EASEMENT
- PROPOSED UTILITY EASEMENT
- EASEMENT TO BE VACATED
- EXTD DRAIN PIPE
- EXTD ELECTRICAL
- NET/LAND EDGE OR BUFFER
- EXTD FENCE



PARENT PARCEL:
TAX LOT # 1-1386-401-2724-002

LEGAL DESCRIPTION:
LOT 2, SHORT PLAT NO. 2734, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2734, RECORDS OF BENTON COUNTY, WASHINGTON.

ROADWAY CURVE DATA

#	Δ	R	L	T
C1	116°10'33"	105.00	212.90	186.61
C2	29°58'16"	310.00	162.18	82.86

ZONING CLASSIFICATION:
UGAR - URBAN GROWTH AREA RESIDENTIAL

- NOTES:**
- CONTOUR INTERVAL IS 2 FEET THEY WERE DERIVED FROM A FIELD SURVEY BY RSI IN APRIL, 2002.
 - THE FOLLOWING NOTES ARE FROM THE PLAT OF BREEZ-IN ESTATES NO. 3.
 - THE COST OF RELOCATING ANY UTILITY BECAUSE OF ROAD WORK LOCATED WITHIN THE 10 FEET RESERVED FOR FUTURE ROAD ON SHORT PLATS 813, 851, 726, 726, 862 AND 668 SHALL BE BORNE BY THE GOVERNMENT AGENCY HAVING JURISDICTION OVER SAID ROAD WORK.
 - SHADED AREAS INDICATE NO ON-SITE SEWAGE DISPOSAL SYSTEMS WILL BE INSTALLED IN THIS AREA.
 - NO BUILDING PERMITS OR MOBILE HOME OCCUPANCY PERMITS WILL BE ISSUED UNTIL THE FIRE PROTECTION SYSTEM IS INSTALLED AND APPROVED BY THE COUNTY FIRE MARSHAL.
 - NO BUILDING PERMITS OR MOBILE HOME OCCUPANCY PERMITS WILL BE ISSUED UNTIL THE IRRIGATION DELIVERY SYSTEM IS INSTALLED AND APPROVED AND FUNCTIONAL.
 - EXISTING 8" FIRING AND FIRE HYDRANTS WILL BE REMOVED OR ABANDONED FOLLOWING CONSTRUCTION OF THE NEW WATER DISTRIBUTION SYSTEM. EXISTING WATERLINE EASEMENTS WITHIN THE NEW RIGHT OF WAY SHALL BE VACATED.
 - EXISTING INGRESS/EGRESS AND UTILITY EASEMENTS WITHIN THE PUBLIC RIGHT OF WAY BEING DEDICATED BY THE PLAT SHALL BE VACATED BY THE DEVELOPER.

LAND USE TABLE

Total Site Area (Dreas):	21.29 Acres
Road Right of Way Dedication:	3.84 Acres
Well Tract A:	0.37 Acres
Total Net Lot Area:	16.97 Acres
Lot Count:	15 Lots
Average Lot Area:	49.281 SF
Largest Lot Area:	63,983 SF
Smallest Lot Area:	33,555 SF

Owner/Developer:
Dos Cabras Viejas, LLC
8524 W. Gage Blvd., Bldg. A-1
Kennewick, WA 99336
Phone: (509) 727-2241
or (509) 727-3315

Engineer:
HDJ Design Group P.L.L.C.
Attn: Kevin Barney, PE
6115 Burden Blvd., Suite E
Pasco, WA 99301
Phone: (509) 547-5118

Surveyor:
HDJ Design Group P.L.L.C.
Attn: Paul Tomkins, PLS
6115 Burden Blvd., Suite E
Pasco, WA 99301
Phone: (509) 547-5119



PRELIMINARY PLAT FOR:
LA BUENA VIDA ESTATES
A SUBDIVISION LOCATED IN BENTON COUNTY, WA

DESIGNED: KWB
DRAWN BY: BMY
CHECKED: KWB
SCALE: N. 1" = 80'
V. N/A
SEPT. 2018 UPDATE
4316-00
SHEET 1

STATE OF WASHINGTON
Public Water System
Operating Permit

The Department of Health Office of Drinking Water issues a permit to operate:

OASIS WATER CORPORATION (ID# 19069 T)

to owner: OASIS WATER CORP County: BENTON

OASIS WATER CORP
PO Box 4766
Pasco, WA 99302

This Permit is valid through: August 2017

PERMIT CATEGORY: **** Green ****

The permit category may be modified or the permit revoked subject to water system compliance with applicable State of Washington drinking water rules and regulations and the following statements.

The system operating permit color category is based on information on file with the Department at the time this permit was printed.

System is substantially in compliance with applicable drinking water requirements.





Pre - Adequacy Data Summary
As of: 10/11/2016

Page 1 of 2
Report Date: 10/11/2016

Administrative Data

"Mailing Information:"

OASIS WATER CORPORATION , 19069

Paul D Christensen

(509) 492-4050

PO Box 4766

Pasco, WA 99302

Last WFI Update:3/1/2016

Group.....: A

Type.....: Comm

DOH Region.....: Eastern

County.....: BENTON

Connections:

Active Connections.....: 174

Approved Connections.: See approved numbers - 230

Ownership:

Owner Type..: Other

Owner Name.: OASIS WATER CORP



Pre - Adequacy Data Summary

As of: 10/11/2016

Operating Permit Description

Current and Valid Operating Permit (Yes/No) - Yes

Permit Category Color.: Green

DOH Recommendation:

Green: Systems in this category are considered adequate for existing uses and new service connections up to the number of approved service connections.

Water Quality Violations

Incident Date Severity

*** No Current Violation Found for Water System ***

Operator Certification Requirement

In Compliance

Water System Plan Requirement

In Compliance

Compliance Actions

Action	Status	Issue Date	Reason
--------	--------	------------	--------

*** No Current Compliance Actions Found ***

Regional Staff Comments

Disclaimer

This is a DOH Pre - Adequacy Data Summary for this water system that is based on information available at this time. Other entities such as Local Building, Planning and Health Jurisdictions, or financial institutions have alternative authority to make final decisions involving development, building permits and financing.

**** End of Report ****

PCH 2.0

2704 W Old Inland Empire Hwy
Benton City, WA 99320

October 1, 2016

Martin Sheeran, Chairman
Benton County Planning Commission
P O Box 910
Prosser, WA 99350

Dear Sir:

I was at the first meeting, but I cannot attend this one on Oct. 11th. I am still concerned about this development – not because of the design/layout of it, but because it is a known fact about Benton City having lots of drug/meth problems here.

THIS IS MY CONCERN:

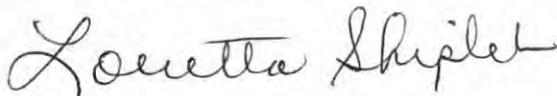
With duplex housing, we will be getting an owner for each one or all of them who will allow anyone move in, along with umpteen people living in them. Plus, we will have scattered trash problems. And lots of drug dealing going on. Crime has never been an issue in our area but I expect it to rise up immediately. Our little lane has 4 homes on it. Three are retired residents and one is a family with 3 children – one is autistic and 2 are ADHD.

Just because you only deal with planning a development, why can't you consider the issues of residents there? Can't you make sure there are individual/one family homes instead of duplexes? Make this an actual family development.

I suspect this will be low income housing or refugee housing. I am sick thinking about what's coming with this plan.

Please reconsider this.

Thank you for your consideration.


Louetta Shiplet

RECEIVED

OCT - 5 2016

Benton County
Planning Department

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 2.0

DATE: October 4, 2016

TO: Benton County Planning Commission

FROM: Benton County Planning Department

RE: Preliminary Plat Application SUB 2016-005 – La Buena Vida Estates

APPLICANT: Dos Cabras Viejas, LLC, 8524 W. Gage Blvd. Bldg. A, Kennewick WA 99336

BACKGROUND:

The Benton County Planning Commission opened the hearing for the preliminary plat of La Buena Vida Estates Sub 2016-005 on September 13, 2016. At the conclusion of the public testimony the Planning Commission determined that additional information was needed for them to be able to make a decision on whether the preliminary plat would meet the requirements of the Benton County Road Department. Therefore, the Planning Commission continued the public hearing up to 90 days to allow the applicants to meet with the ' engineer and the County Road Department.

The applicants and their engineer met with the County Road Department and Planning Department on the proposed plat. After the meeting the applicants' engineer submitted a revised preliminary plat with the additional information requested by the County Road Department. That revised plat is attached as (PCM 2.3). Also attached are additional comments from the County Road Department (PCM 2.2).

The applicant requested that the preliminary plat be placed on the October 11, 2016 Planning Commission meeting. Since the Planning Commission continued the hearing for up to 90 days and the applicant was able to meet the deadline for the October 11, 2016 Planning Commission meeting, Planning Staff published a legal notice that the continued hearing would be conducted on October 11, 2016 (PCM 2.1).

SPECIFIC REQUEST:

The applicant is requesting preliminary plat approval to subdivide approximately 21.28 acres into 15 lots with an average lot size of 49,281 square feet and a minimum lot size of 40,574 square feet.

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 owners for SUB 2016-005 is Dos Cabras Viejas, LLC, 8524 W. Gage Blvd. Building A-1, Kennewick WA 99336.
2. Preliminary Plat Application SUB 2016-005 is requesting preliminary plat approval to subdivide 21.28 acres into 15 lots with an average lot size of 49,281 square feet and a minimum lot size of 40,574 square feet.
3. The subject property is located West of Highland Drive, South of Rainy Lane, South of the South end of Thunder Road, and West of the West end of Sandy Lane, on Lot 2 of Short Plat 2724, in the Southeast Quarter of Section 12, Township 9 North, Range 26 East, W.M.
4. Preliminary Plat Application SUB 2016-005 was determined to be a complete application on July 22, 2016. The Notice of Application required by BCC 17.10.100 was published on July 26, 2016 and sent to the property owners with 300 feet of the proposed plat on July 25, 2016.
5. The affected agencies review letter was sent on July 22, 2016. The comments of those agencies that responded are attached to this staff memo.
6. The notice for the Benton County Planning Commission's Open Record Hearing for application SUB 2016-005 was published on September 1, 2016 in the Tri-City Herald and mailed to property owners of record within 300 feet of the outer boundaries of the parcel on August 29, 2016. The Open Record Hearing is scheduled for Tuesday, September 13, 2016.
7. The Preliminary Plat of La Buena Vida Estates has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance was issued on August 11, 2016.
8. The property is zoned Urban Growth Area Residential, which requires a minimum lot area of Seven Thousand five hundred (7,500) square feet and an average lot width of not less than seventy (70) feet. The lots proposed in the Preliminary Plat of La Buena Vida Estates comply with the minimum lot area and lot width for the Urban Growth Area Residential Zoning District. Residential dwellings are allowed uses in the Urban Growth Area Residential Zoning District.
9. The Benton County Comprehensive Plan designates this area as Urban Growth Area, providing a density of one to six dwelling units per acre. The proposed preliminary plat has an average lot area of 49,281 square feet and a density of one dwelling unit per 1.4 acres. This development is consistent with the density requested in the Benton County Comprehensive Plan for Rural Lands 1 zoning district.

10. The streets for the proposed subdivision will be designed with appropriate consideration, as determined by the County Engineer, for existing and projected roads, anticipated traffic volumes and patterns, topographic and drainage conditions, public convenience, public safety, and the proposed uses of the land served (BCC 9.08.050 (a))
11. The streets within the proposed subdivision are extensions of existing streets. The proposed preliminary plat provides for extension of a proposed road into the area north of the site. Attached to this memo are the comments from the Road Department on the proposed preliminary plat. (PCM 1.16) and (PCM 2.2).(BCC 9.08.050 (b))
12. The proposed preliminary plat will provide a connection through the proposed plat, from Thunder Road to Highland Road. (BCC 9.08.050 (c)).
13. The proposed streets within the plat are designed to provide access to existing arterials in the area.
14. The lots within the proposed preliminary plat will be larger than normal lots or parcels within the Urban Growth Area Residential Zoning District utilizing a public water supply and on-site septic systems. (BCC 9.08.050 (e))
15. There are no temporary cul-de-sacs proposed within the preliminary plat (BCC 9.08.050 (f))
16. There is no cul-de-sac proposed within the development. BCC 9.08.050 (g).
17. The Benton County Department of Public Works must approve proposed street names within the proposed plat. The proposed streets are extensions of existing county roads and are proposed to use the same names as the existing roads. (BCC 9.08.050 (g)).
18. The roads within the proposed plat are laid out so that they will intersect as nearly as possible at right angles. (BCC 9.08.050 (h))
19. There are no street jogs with centerline offsets of less than one hundred twenty-five (125) feet within the proposed plat. (BCC 9.08.050 (i))
20. The proposed development is not adjacent to a railroad right-of-way or the right-of-way of a limited access highway, freeway, or primary arterial. (BCC 9.08.050 (j))
21. The corner lots within the proposed plat are ten (10) percent wider than minimum lot widths to allow for adequate setback of a building from both

- streets. (BCC 9.08.050 (k))
22. The sidelines of lots within the proposed plat are approximately at right angles to the street in front or radial to curved street lines. (BCC 9.08.050 (l))
 23. None of the lots within the proposed subdivision will have double frontage. (BCC 9.08.050 (m))
 24. All lots within the proposed development front onto a dedicated street. (BCC 9.08.050 (n))
 25. The applicant has proposed that the preliminary plat be served by the on-site septic systems. The proposed development is within the City of Benton City's Urban Growth Area. The nearest City sewer main is located approximately 2,500 southeast of the proposed subdivision. The Benton Franklin Health District provided that the proposal generally meets their requirements for plats utilizing on-site sewage disposal systems and Oasis Water supply. The approval was subject to the requirements listed in the Benton Franklin Health District letter dated June 27, 2016. (PCM 1.6) The Benton Franklin Health District also recommended that the entire subdivision be dry-sewered in order to facilitate future connection to a municipal sewer utility. (BCC 9.08.050 (o))
 26. The Benton County Department of Public Works will review the storm drainage issue during their review of the plans for the construction of the proposed county roads. (BCC 9.08.050 (p))
 27. The proposed Preliminary Plat of La Buena Vida Estates does not contain land to be designated for open space. The Benton County Code does not require open space dedications for this type of preliminary plat.
 28. The proposed preliminary plat will add new roads to the County road system. The Benton County Department of Public Works has reviewed the proposed location of the roads.
 29. Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area is not served by public transit. The closest Ben Franklin Transit stop is located on Highland Drive approximately ½ mile east of the site.
 30. One finding that must be made to approve this application is that adequate provisions for potable water supply have been made. The application for the Preliminary Plat of La Buena Vida Estates shows that Oasis Water System will supply water for the proposed lots. The Washington State Department of Health did not comment on this preliminary plat application. In order to complete a

connection to the Oasis Water System the developer will be required to have approval from the Washington State Department of Health for the water system extension plans, additional connections and completed project.

The Planning Department has not received any comments from the Oasis Water Corporation that they can or will serve the proposed development with water service. During the review of this proposed plat the Planning Commission must make a determination whether there is evidence submitted to determine that, regardless of the legal requirements, there is physically available sufficient potable water in quantity and quality to support the proposed Development. The Planning Commission may request that the applicant provide information from the Oasis Water Company stating that they are able and willing to provide water service to the development.

31. The proposed plat does not provide for parks or recreation opportunities.
32. The proposed plat is within the Kiona-Benton School District. The proposed development is located within 1,400 feet of a school. The Kiona Benton High School is located northeast of the site. The Kiona-Benton School District did not comment on this application.
33. The proposed development is not within a flood control zone as outlined on the Federal Emergency Management Agency Flood Insurance Rate Map 530237 0420 B with an effective date of July 19, 1982.
34. The proposed development is located within the Benton Irrigation District. The District submitted comments on the proposed plat. (PCM 1.9)
35. The Benton County Fire Marshal reviewed the proposed plat and stated the proposed development will be required to provide adequate fire flows. The requirements of the Fire Marshal must be met prior to the final plat being submitted, a letter from the water purveyor stating its willingness and ability to provide 500 gpm for 30 minutes at 40psi static pressure and 20psi residual, at normal peak instantaneous demands, is to be sent to the Benton County Fire Marshal.
 - Prior to final plat approval, a copy of the water system plans shall be stamped by a Washington State registered engineer, and shall be signed by the water purveyor, shall be given to the Benton County Fire Marshal, and DSHS.
 - The approved water system shall be installed prior to final plat approval.

- The installation of the water system must be installed under the supervision of a WA. State Registered Engineer, and the engineer shall send a letter to the Benton County Fire Marshal certifying in writing that the system was installed in accordance to the approved design.
 - Water main requirements are:
 - a. Hydrants are to be operable prior to building permits being issued.
 - b. Minimum main size for circulating (grid or Loop systems) shall be 6".
 - c. Dead-end mains longer than 300 feet to the last hydrant shall be 8". If shorter than 300 feet, 6" are permitted.
 - d. Hydrant leads more than 50 feet shall be 8". If shorter than 50 feet, 6" is permitted.
 - e. Hydrants shall conform to current A.W.W.A. specifications. There shall be one 4 ½" NST pumper port, two 2/12" NST hose port, and a 1-1/2" pentagon operating nut.
 - f. A storz adapter for the steamer port that meets Benton County Fire District 2's requirements is required for all hydrants. Contact Captain Lance Howell at 588-3212 for their requirements, also see attached Fire Marshal Policy on Storz adapters.
 - g. There shall be an auxiliary gate valve installed to permit repair and replacement of hydrants without disrupting water service.
 - h. Hydrant shall stand plumb, and the lowest outlet shall be between 18" and 24" above the finished grade.
 - i. Pumper port is to face the street.
 - j. Hydrants are not to be obstructed, and shall be accessible to the fire department.
 - k. Hydrants subject to vehicle damage shall be adequately protected.
 - l. Hydrant locations will be determined by the Benton County Fire Marshal. General spacing is 600' as measured by a fire truck laying the fire hose.
36. Located directly south of the Southwest portion of the proposed subdivision is an operating orchard. Benton County Code Section 11.13.080(6) provides that: "All dwelling units and swimming pools shall have a setback of one hundred fifty (150) feet from any parcel located partially or wholly within the Growth Management Agricultural Act District (GMAAD) and from any adjacent orchard, hop field or vineyard (or combination thereof) of ten (10) acres or more on one parcel or on contiguous parcels under common ownership."

The applicant has placed a 150-foot orchard setback on the face of the preliminary plat adjacent to the orchard.

37. Located along the west property lines of the proposed plat is an existing creek and wetland. Attached to this memo is a wetland study for the area around the

proposed lots 9, 10, 11 and 13, that was completed as part of a preliminary plat application in 2007 that was not constructed. Based on the required front yard setbacks and the wetland setback as shown in the report, it appears that there is not enough area on lots 9, 10, and 11, to construct a dwelling. The applicants have stated that they think the wetland is no longer there. However, a site visit by the Planning Department noted that the wetlands area was on the site. The Washington State Department of Ecology recommended that if the wetland conditions have changed, then a new boundary determination and a new wetland rating report should be completed before lots 9 and 10 are allowed to develop. An additional study may be required if the applicants want to move the wetland setback area on the above noted lots.

38. The applicant has put forth they intend to build duplexes on the lots. The site is currently zoned Urban Growth Area Residential and under BCC 11.13.030(d) a duplex is allowed use in this zoning district. BCC 11.13.070(a) provides the following standards for lot where duplexes are constructed: "

"(a) Minimum parcel size. Except as otherwise set forth herein, the minimum parcel size that may be created in the UGAR District is seven thousand five hundred (7,500) square feet; provided, the Benton-Franklin Health District may require a larger parcel size as necessary to meet on-site sanitary well and sewer provisions. Duplexes may only be located on parcels of at least fourteen thousand (14,000) square feet; provided, the Benton-Franklin Health District may require a larger parcel size as necessary to meet on-site sanitary well and sewer provisions.."

The proposed lots comply with the above noted requirements. However of the final plat they should not be labeled as lots for duplexes or single family dwellings.

39. It was noted by the Road Department that the legal on the face of the preliminary plat map was not correct and will need to be correct on the final plat map.

DISPOSITION OF THE APPLICANT'S REQUEST:

A proposed subdivision and dedication shall not be approved unless the County makes written findings that: (a) appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and shall consider all relevant facts including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school; and (b) whether the public interest will be served

by the subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication.

If the Preliminary Plat of **LA BUENA VIDA ESTATES** were approved, this office would recommend that the following conditions be attached to such an approval.

1. That all lots in the final plat meet the design standards for final plat approval as specified in Benton County Code 9.08 as amended, and meet all of the zoning requirements as specified in BCC Title No. 11, as amended.
2. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable T.V. be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
3. That all requirements necessary for storm drainage are provided, including any easements necessary for compliance with the Benton County Hydrology Manual. All natural drains are to be kept open and protected by the dedication of a drainage easement or the Benton County Department of Public Works must approve a pipe drainage plan. The applicant provide written verification that all comment on the Road Department letter dated September 6, 2016 have been addressed prior to the final plat being submitted.
4. The applicant shall provide irrigation improvements and easements as required by the Benton Irrigation District. The final plat must include an approval and signature block for the irrigation district.
5. Provisions shall be made to assure safe walking and/or waiting areas for students who will walk to and from school and for bus turn out areas. Written approval by the Koina Benton School District must be provided to the planning department prior to accepting final plat for processing.
6. Contour lines shall be shown on the final plat or on a separate sheet at a maximum of 5' intervals.
7. The applicants provide written verification from the Oasis Water Company that they are able and willing to provide water service to the development.
8. That the wetland line and the 50-foot setback as noted in the wetland study, be shown on the final plat. Lots 9 and 10, are to be redesigned so that there is adequate area to place a dwelling on the sites and meet the zoning code setback

requirements, Benton Franklin Health Department requirements and the wetland setback. If the wetland conditions have changed, the applicant can submit a new boundary determination and a new wetland rating report should be completed for lots 9 and 10.

9. That the Planning Department receives written verification from the Benton County Fire Marshal indicating that the required fire flow and adequate fire protection system have been installed and are functioning as per the requirements of BCC. If this is not accomplished a statement will need to be placed on the final plat indicating that: "No building permit shall be issued until the roads are constructed to at least subgrade standards." All roads must be constructed or bonded prior to the final plat being submitted for final plat approval.
10. That the Planning Department receives written verification from the Benton Franklin Health District that all the requirements listed in the Benton Franklin Health District letter dated June 27, 2016 have been completed. Such approval letter must be submitted with the final plat application.
11. Prior to setting the date for final approval, the applicant provides written verification from the Washington State Department of Health that the required improvements have been made to the Oasis Water Corporation System have been made to bring the system in compliance with current state standards. Also the applicant must provide written verification from Washington State Department of Health that required improvements have been installed and inspected to provide water service to the proposed lots.
12. That any pipelines within the areas proposed for dedication of road right of way be upgraded to meet the Benton County Department of Public Works standards for pipelines located in road right of way. That the owners of the easement vacate the waterline easements located within the proposed road right of way.
13. The final plat shall not label the lots as duplex lots.
14. The applicant comply with the Road Department letter dated October 3, 2016 and any other requirements to obtain the County Engineers signature on the final plat.
15. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commission.

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

PCH 2.1

NOTICE OF CONTINUED OPEN RECORD HEARING

NOTICE IS GIVEN that the following hearing item was CONTINUED from the September 13, 2016 Planning Commission meeting and the continued hearing will be conducted on Tuesday, October 11, 2016, at 7 p.m. in the Planning Annex Hearing Room, Benton County Planning Department, 1002 Dudley Avenue, Prosser, WA 99350. **SUB 2016-005/EA 2016-016** - the preliminary plat of La Buena Vida Estates, a subdivision of 20.9 acres into 15 lots by: Dos Cabras Viejas, LLC. The subject property is located West of Highland Drive, South of Rainy Lane, South of the South end of Thunder Road, and West of the West end of Sandy Lane, on Lot 2 of Short Plat 2724, in the Southeast Quarter of Section 12, Township 9 North, Range 26 East, W.M.

FURTHER INFORMATION regarding the preliminary plat application can be obtained from the Benton County Planning Department at the following address: 1002 Dudley Avenue, P O Box 910, Prosser, WA 99350 or by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

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

MARTIN SHEERAN, Chairman
BENTON COUNTY PLANNING COMMISSION

/s/MICHAEL SHUTTLEWORTH, 
Planning Manager

PUBLISH ON: September 29, 2016

Mike Shuttleworth

From: Jeff Liner
Sent: Monday, October 03, 2016 5:00 PM
To: Mike Shuttleworth
Cc: Matt Rasmussen; Robert Blain; Tavis Hatfield
Subject: La Buena Vida Estates
Attachments: PUBLIC WORKS COMMENTS BUENA VIDA ESTATES ADDITIONAL COMMENTS.pdf

Mike,

I have attached the Road Departments comments regarding La Buena Vida Estates. I also wanted to mention that after reviewing the Plat and our available records, we feel that the lot with the well site on it is a Part of Tract A of the Plat of Breez n Estates 3. This lot was separated from the Tract Via Short Plat 2724.

Thank You,

Jeff Liner

Project Manager
Benton County Public Works
509-786-5611 Local
509-736-3084 Tri Cities

RECEIVED

OCT - 4 2016

Benton County
Planning Department

Benton County

TO: BENTON COUNTY PLANNING COMMISSION

FROM: BENTON COUNTY ROAD DEPARTMENT

DATE: OCTOBER 03, 2016

SUBJECT: ROAD DEPARTMENT COMMENTS LA BUENA VIDA ESTATES PRELIMINARY PLAT

CC: FILE, PLANNING DEPT.

Road Department
Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954
(509) 786-5611

RECEIVED

OCT - 4 2016

Benton County
Planning Department

The Benton County Road Department recommends approval of preliminary plat of La Buena Vida Estates with the following requirements for the final plat.

1. The Developer shall construct all proposed roads 28' in width using Benton County Standard Detail R-2. A modified ditch section will be considered upon the developer's submission of storm water calculations supporting the proposed swales.
2. The Developer shall submit a site distance triangle through the radius of the interior curve on the proposed portion of Breezie Lane. The result of this study may be a dedicated site triangle easement on the Final Plat of La Buena Vista Estates and the potential for no parking restrictions on the interior portion of said curve.
3. All current easements that fall within the proposed County right of way shall be vacated. The utilities in the County right of way shall exist under their Franchise agreement.
4. The developer shall add the following notes to the Plat.
 - a. No building or FAS occupancy permit shall be issued for any lot within this plat until a road approach permit for that lot has been obtained from the Benton County Road Department.
5. At the time of Project completion the Developer shall supply the Benton County Road Department with coordinates of all monuments and utility structures in a .csv and .dwg file format using State Plane NAD 83 HARN WA South Survey feet.
6. The developer shall provide a utility plan showing the location of all utilities within the plat boundary.
7. The Developer shall show Bearing and Distances of all centerlines within the Plat boundary.
8. All signage installation within the right of way shall be the responsibility of the developer
9. The Developer shall remove Note 2-A from the Plat.

10. All water system facilities including overflow lines in the proposed County Right of Way shall exist under the Oasis Water Corp. Franchise agreement.
11. All waterlines within County Right of Way Shall be Class C900 with mechanical fittings at all joints when under the roadway and Class 200 with mechanical fittings at all joints when in the unpaved portion of Right of Way.
- ~~12. All water services within right of way shall be copper or HDPE with no joints under the roadway.~~
13. The Developers request of modifying the standard water line placement will be considered with the submission of a utility plan showing the locations of all utilities within the plat and the permission of Oasis Water Corporation.

LA BUENA VIDA ESTATES

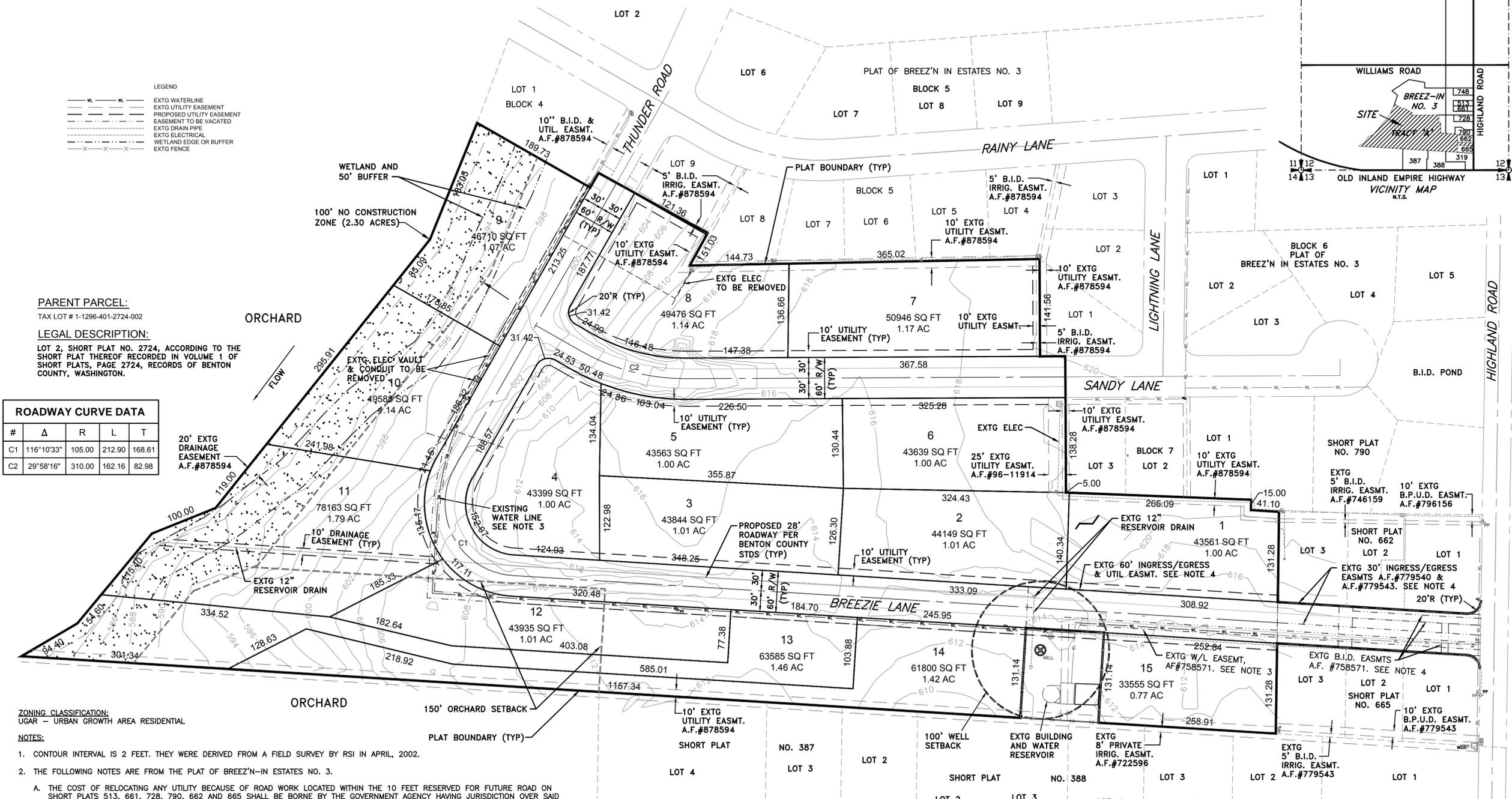
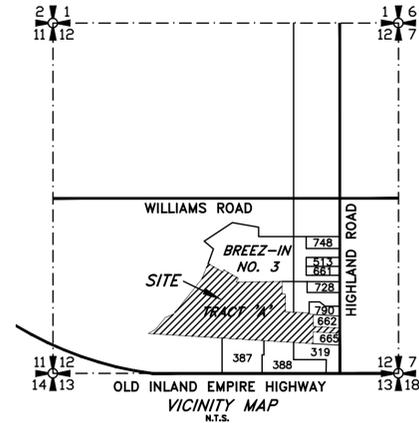
PRELIMINARY PLAT

PCM 2.3

A REPLAT OF TRACT 'A', PLAT OF BREEZ'N-IN ESTATES NO. 3 LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 9 NORTH, RANGE 26 EAST, W.M. BENTON COUNTY, WASHINGTON

LEGEND

---	EXTG WATERLINE
---	EXTG UTILITY EASEMENT
---	PROPOSED UTILITY EASEMENT
---	EASEMENT TO BE VACATED
---	EXTG DRAIN PIPE
---	EXTG ELECTRICAL
---	WETLAND EDGE OR BUFFER
---	EXTG FENCE



PARENT PARCEL:
TAX LOT # 1-1296-401-2724-002

LEGAL DESCRIPTION:
LOT 2, SHORT PLAT NO. 2724, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2724, RECORDS OF BENTON COUNTY, WASHINGTON.

ROADWAY CURVE DATA

#	Δ	R	L	T
C1	116°10'33"	105.00	212.90	168.61
C2	29°58'16"	310.00	162.16	82.98

ZONING CLASSIFICATION:
UGAR - URBAN GROWTH AREA RESIDENTIAL

NOTES:

- CONTOUR INTERVAL IS 2 FEET. THEY WERE DERIVED FROM A FIELD SURVEY BY RSI IN APRIL, 2002.
- THE FOLLOWING NOTES ARE FROM THE PLAT OF BREEZ'N-IN ESTATES NO. 3.
 - THE COST OF RELOCATING ANY UTILITY BECAUSE OF ROAD WORK LOCATED WITHIN THE 10 FEET RESERVED FOR FUTURE ROAD ON SHORT PLATS 513, 661, 728, 790, 662 AND 665 SHALL BE BORNE BY THE GOVERNMENT AGENCY HAVING JURISDICTION OVER SAID ROAD WORK.
 - SHADED AREAS INDICATE NO ON-SITE SEWAGE DISPOSAL SYSTEMS WILL BE INSTALLED IN THIS AREA.
 - NO BUILDING PERMITS OR MOBILE HOME OCCUPANCY PERMITS WILL BE ISSUED UNTIL THE FIRE PROTECTION SYSTEM IS INSTALLED AND APPROVED BY THE COUNTY FIRE MARSHAL.
 - NO BUILDING PERMITS OR MOBILE HOME OCCUPANCY PERMITS WILL BE ISSUED UNTIL THE IRRIGATION DELIVERY SYSTEM IS INSTALLED AND APPROVED AND FUNCTIONAL.
- EXISTING 6" PIPING AND FIRE HYDRANTS WILL BE REMOVED OR ABANDONED FOLLOWING CONSTRUCTION OF THE NEW WATER DISTRIBUTION SYSTEM. EXISTING WATERLINE EASEMENTS WITHIN THE NEW RIGHT OF WAY SHALL BE VACATED.
- EXISTING INGRESS/EGRESS AND UTILITY EASEMENTS WITHIN THE PUBLIC RIGHT OF WAY BEING DEDICATED BY THE PLAT SHALL BE VACATED BY THE DEVELOPER.

LAND USE TABLE

Total Site Area (Gross):	21.28 Acres
Road Right of Way Dedication:	3.94 Acres
Well Tract A:	0.37 Acres
Total Net Lot Area:	16.97 Acres
Lot Count:	15 Lots
Average Lot Area:	49,281 SF
Largest Lot Area:	63,585 SF
Smallest Lot Area:	33,555 SF

Owner/Developer:
Dos Cabras Viejas, LLC.
8524 W. Gage Blvd., Bldg. A-1
Kennewick, WA 99336
Phone: (509) 727-2241
or (509) 727-3315

Engineer:
HDJ Design Group P.L.L.C.
Attn: Kevin Barney, PE
6115 Burden Blvd., Suite E
Pasco, WA 99301
Phone: (509) 547-5119

Surveyor:
HDJ Design Group P.L.L.C.
Attn: Paul Tomkins, PLS
6115 Burden Blvd., Suite E
Pasco, WA 99301
Phone: (509) 547-5119



Scale 1" = 80'



PRELIMINARY PLAT FOR:
LA BUENA VIDA ESTATES
A SUBDIVISION LOCATED IN BENTON COUNTY, WA

DESIGNED BY: KWB
DRAWN BY: BMW
CHECKED BY: KWB
SCALE: H: 1" = 80'
V: N/A
SEPT. 2016 UPDATE
4319-00

SHEET
1

PCH 1.5

From: [Clark Posey](#)
To: [Donna Hutchinson](#)
Subject: FW: La Buena Vida Estates
Date: Tuesday, September 13, 2016 4:13:16 PM
Attachments: [8-15-16 Fire Flow Breezin Estates.pdf](#)

From: Ken Williams
Sent: Tuesday, September 13, 2016 4:05 PM
To: Mike Shuttleworth <Mike.Shuttleworth@co.benton.wa.us>; Robert Blain <Robert.Blain@co.benton.wa.us>; Jeff Liner <Jeff.Liner@co.benton.wa.us>
Cc: Clark Posey <Clark.Posey@co.benton.wa.us>; Paul Christensen (pdchristensen@charter.net) <pdchristensen@charter.net>
Subject: RE: La Buena Vida Estates

Mike,

I just got back from a long weekend so this reply may not be received until after your 9-13-16 meeting.

After reading Mr. Christensen's 9-9-16 email, in addition to my previously submitted comments regarding SUB 16-05, I do have the following comments.

1. In Mr. Christensen's comment #5, it is stated the existing 6" water main is not adequate to service the proposed fire hydrants. From a fire flow point, the 6" when looped to the new water main serving the proposed development and the pumps are resequenced, it is my opinion the required fire flow of 500 gpm at a residual pressure of 20 psi will be obtained. However, before approving the plat the developers, perhaps a civil engineer should determine if tying in the existing water mains to the proposed water mains will result in required fire flow being met. I can certainly conduct the needed fire flow tests so the developer's engineer can make this determination.
2. Regarding Mr. Christensen's comment #7, the attached fire flow graph does show the 500 gpm requirement was not met. But in an 8-23-16 email to Mr. Posey, I stated that during the test a change of just 1 psi would result in the 500 gpm being surpassed, the 8-15-16 fire flow test was accepted as meeting the county standard. Below is the pasted 8-23-16 email.

Gentlemen,

For purposes of the submitted Preliminary Plat SUB 16-005, the Oasis Water District can provide the required fire flow of 500 gpm.

The attached graph shows the fire flow at Breezin Estates is 463 gpm at 20 psi. Though the required flow is 500 gpm at 20 psi, the 463 gpm is acceptable. The reason being is just a one psi increase in the pitot pressure would result in a flow of 508 gpm at 20 psi. The one psi difference could come from a misreading of the gauge, or an inaccurate gauge.

Additionally, during the test, the flow of 463 gpm was insufficient to kick on the third pump, which is rated for 600 gpm. Had the third pump kicked in, it is my opinion the required flow of 500 gpm would have been exceeded.

Regarding the third pump, Paul Christensen, owner of Oasis Water District, said that at the time of the test, the third pump would not come on until the flow was 600 gpm. However, Paul said steps are being taken to change the criteria from gpm to a pressure reading. He is in the process of working with a pump engineer to determine, from Oasis point, what that psi would be.

From a fire service point, it is recommended the lowest pressure that would cause the third pump to operate is 30 psi. This would provide a 10 psi safety cushion for the fire trucks, and at the time third pump operated, the fire flow of 500 gpm would need to be obtained.

When the switch over from gpm to psi is completed, another test will have to be conducted.

By the way, feel free to use the attached excel worksheet for determining what the fire flow would be for any other water system, and if deciphering help is need give me a holler.

Not having Paul Christensen's email address this email will be mailed to him.
Ken

Hopefully, this information will arrive in time for the 9-13-16 hearing. If I can be of further assistance, please let me know.

Ken

From: Mike Shuttleworth

Sent: Friday, September 09, 2016 2:39 PM

To: Robert Blain <Robert.Blain@co.benton.wa.us>; Jeff Liner <Jeff.Liner@co.benton.wa.us>; Ken Williams <Ken.Williams@co.benton.wa.us>

Cc: Clark Posey <Clark.Posey@co.benton.wa.us>

Subject: FW: La Buena Vida Estates

Robert and Jeff do you have any comments on item 2 and 5 below. Ken do you have any comment on the fire hydrants. This item will be considered by the Planning Commission on September 13, 2016. It would be helpful to receive your comments by Monday. Thank-you for your help

From: Clark Posey

Sent: Friday, September 09, 2016 2:33 PM

To: Mike Shuttleworth <Mike.Shuttleworth@co.benton.wa.us>

Subject: FW: La Buena Vida Estates

From: Paul Christensen [<mailto:pdchristensen@charter.net>]

Sent: Friday, September 09, 2016 2:17 PM

To: Clark Posey <Clark.Posey@co.benton.wa.us>

Subject: La Buena Vida Estates

Clark

Just a few notes regarding SUB 2016-005 / EA 2016-016

I am the owner of Oasis Water Corporation which will serve this new development.

1. Regarding the preliminary plat that was submitted for review, there are several discrepancies regarding the boundary lines. Lot 2 of Short Plat 2724 is relatively square and not the "L" shape as shown. Also the original Short Plat 2724 includes all of Breezie Lane to Highland Road.
2. During the construction of the well site on lot 2, the owners, (who owned lots 1 and 2 at the time) were to have recorded an easement for the overflow pipe that is now located within lot 2. This pipe runs within the area proposed for the new Breezie Lane, and continues straight through the center of the proposed lot 11 of the new preliminary plat.
3. There is no water line located within the extension of Sandy Lane
4. There are no fire hydrants located at Breezie/Highland, Breezie/Thunder, or Sandy/Lightning intersections, nor the one shown near the center of lot 12.
5. The water main within Breezie and Thunder is a 6-inch main with glued joints. We have had several failures of this line in the past. Although it is serving as a connector/loop line at this time, it will not be adequate to service the fire hydrants required for the new development.
6. Oasis Water is approved to service 230 connections at this time. We currently service 175 connections. Each duplex will be considered as two connections and will need to be individually metered.
7. I understand the Fire Marshal had concern for the fire flow. We are adjusting the sequencing of the pumps and will have this retested.

Should you have any further questions, please do not hesitate to contact me.

Paul Christensen
Oasis Water Corporation
Cell: 509-460-1202
Email: pdchristensen@charter.net

WASHINGTON SURVEYING AND RATING BUREAU—SEATTLE, WASH.

REMARKS: $Q_2 = Q_1 \times \frac{PD_2}{PD_1}$
 $= 417 \times 7.81 \div 7.03$
 $= 463 \text{ gpm @ } 20 \text{ PSI}$

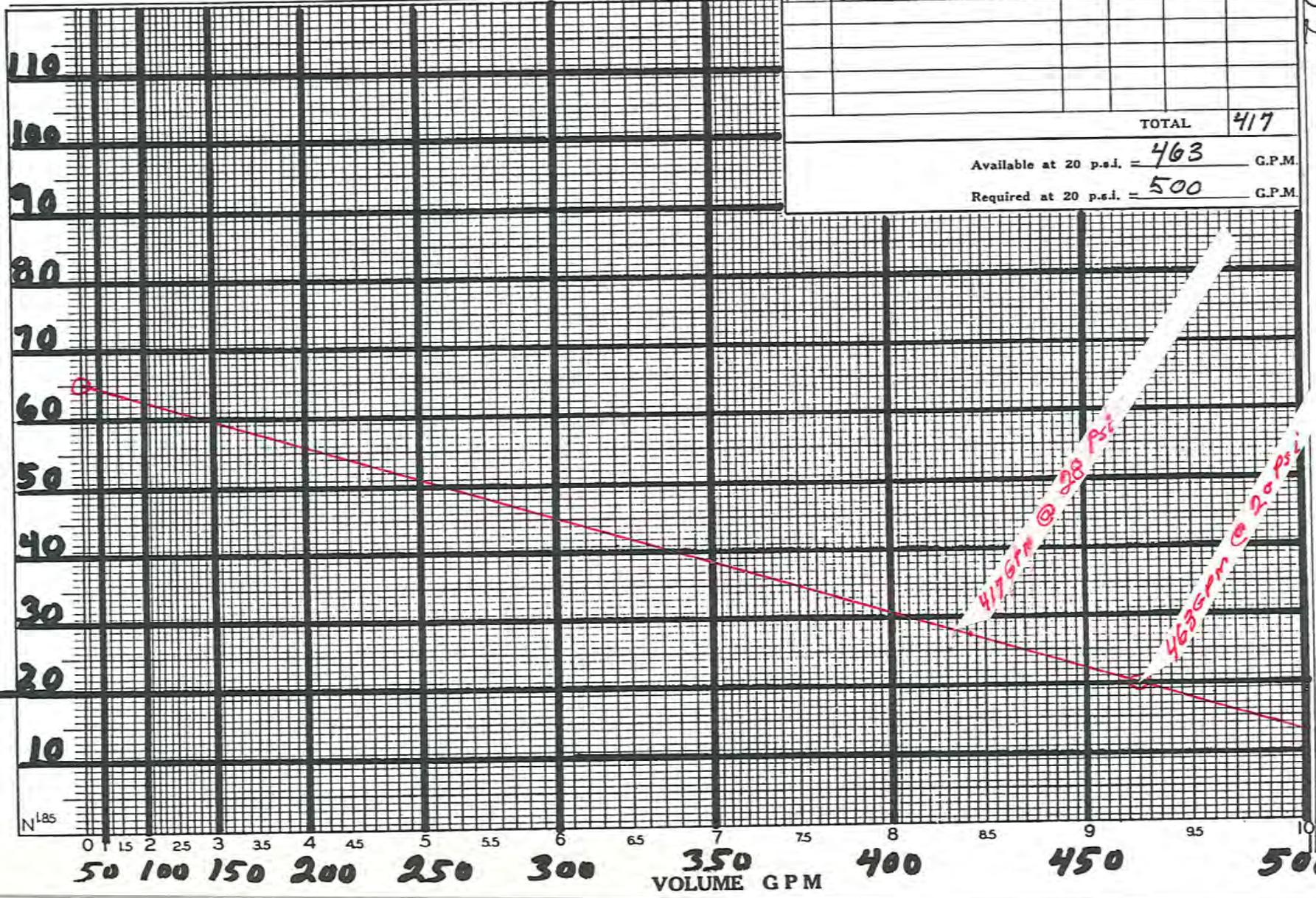
LOCATION		PRESSURE			
		Static	Residual		
Pump House		65	28		
Dia. Out-lets	Location	Gauge No.	Velocity Pressure		Gallons
			Obs.	Corr.	
2.5	600' East of Static		5	.9	417
TOTAL					417
Available at 20 p.s.i. = 463 G.P.M.					
Required at 20 p.s.i. = 500 G.P.M.					

Town Benning County
 Building Name _____
 Owner Oasis Water District
 Inspected By Ken Williams
 Test No. _____
 Test Date 8-15-16
 Test Location BCFD 2

Sheet BCFD 2 Block _____
 St. No. _____
 between _____ and _____
 St. Ave. _____

Form 22

PRESSURE P.S.I.





PARENT PARCEL:
TAX LOT # 1-1296-401-2724-002

LEGAL DESCRIPTION:
LOT 2, SHORT PLAT NO. 2724, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2724, RECORDS OF BENTON COUNTY, WASHINGTON.

ZONING CLASSIFICATION:
UGAR - URBAN GROWTH AREA RESIDENTIAL

NOTES:

- CONTOUR INTERVAL IS 2 FEET. THEY WERE DERIVED FROM A FIELD SURVEY BY RSI IN APRIL, 2002.
- THE FOLLOWING NOTES ARE FROM THE PLAT OF BREEZ'N- IN ESTATES NO. 3.
 - THE COST OF RELOCATING ANY UTILITY BECAUSE OF ROAD WORK LOCATED WITHIN THE 10 FEET RESERVED FOR FUTURE ROAD ON SHORT PLATS 513, 661, 728, 790, 662 AND 665 SHALL BE BORNE BY THE GOVERNMENT AGENCY HAVING JURISDICTION OVER SAID ROAD WORK.

LAND USE TABLE	
Total Site Area (Gross):	21.28 Acres

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 1.0

DATE: SEPTEMBER 6, 2016

TO: BENTON COUNTY PLANNING COMMISSION

FROM: BENTON COUNTY PLANNING DEPARTMENT

RE: PRELIMINARY PLAT APPLICATION SUB 2016-005 – LA BUENA VIDA ESTATES

APPLICANT: Dos Cabras Viejas, LLC, 8524 W. Gage Blvd. Bldg. A, Kennewick WA 99336

SPECIFIC REQUEST:

The applicant is requesting preliminary plat approval to subdivide approximately 21.28 acres into 15 lots with an average lot size of 49,281 square feet and a minimum lot size of 40,574 square feet. **(PCR 1.0 through PCR 1.5)**

LEGAL NOTICE PUBLISHED:

The Notice of Application **(PCM 1.3)** was published on July 26, 2016 and the application was sent out for agency review and comment on July 22, 2016. The legal notice **(PCM 1.5)** required by BCC 9.08.032, for the Planning Commission's Open Record Hearing on the Preliminary Plat of La Buena Vida Estates, was published in the Tri-City Herald on September 1, 2016. The legal notice was also sent to the property owners within 300 feet of the boundaries of the property in this application on August 26, 2016.

LOCATION:

The subject property is located West of Highland Drive, South of Rainy Lane, South of the South end of Thunder Road, and West of the West end of Sandy Lane, on Lot 2 of Short Plat 2724, in the Southeast Quarter of Section 12, Township 9 North, Range 26 East, W.M.

LAND USE:

The subject property is currently undeveloped. The parcels located to the North are developed with single-family dwellings on lots less than 1 acre. The areas to the east and south are developed with residential and agricultural uses. The areas to the west are developed with agricultural uses.

ZONING:

The on-site and surround zoning is Urban Growth Area Residential.

COMPREHENSIVE PLAN:

The Benton County Comprehensive Plan designates the site for the proposed preliminary plat and most of the surrounding areas as Urban Growth Area for the City of Benton City.

STATE ENVIRONMENTAL POLICY ACT:

The Preliminary Plat of La Buena Vida Estates has been reviewed under the requirements of the State Environmental Policy Act, as amended and a Determination of Non-Significance (MDNS) was issued on August 11, 2016. The Environmental Checklist **(PCR 1.3)**, the Determination of Non-Significance, **(PCM 1.4)** and the comments received from reviewing agencies are attached to this memorandum.

APPLICABLE DEVELOPMENT REGULATIONS:

1. Benton County Code Section 9.08.014 provides:

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

2. Benton County Code Section 9.08.050 provides design and construction standards for preliminary plats.

9.08.050 DESIGN AND CONSTRUCTION STANDARDS – GENERAL LAYOUT DESIGN STANDARDS.

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

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

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

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

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

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

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

(g) Cul-de-sacs will be permitted where topography or other conditions justify their use. Cul-de-sacs exceeding six hundred (600) feet in length may be

permitted only if approved by the County Engineer. Every cul-de-sac shall have a turnaround at its closed end with a minimum outside diameter of the right-of-way of one-hundred twenty (120) feet.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.08.035A CONSIDERATION OF PRELIMINARY SUBDIVISION. After conducting the open record hearing and considering all information presented, the Planning Commission shall consider a recommendation to the Board of County Commissioners regarding whether the preliminary plat be approved, approved with conditions, or denied as proposed. Prior to making any recommendation for approval, the Planning Commission shall make the following written findings (a) That the proposed subdivision conforms with the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls; (b) That the County Engineer, or designee, has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County; (c) That the proposed subdivision meets the requirements of this chapter; (d) That the public interest will be served by the proposed division and dedication; (e) That appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, schoolgrounds, and sidewalks; (f) That the Benton-Franklin Health District has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and, (g) If any portion of the proposed subdivision is located within an irrigation district, that the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.

STAFF'S FINDINGS OF FACT:

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

1. The applicant and property owners for SUB 2016-005 is Dos Cabras Viejas, LLC, 8524 W. Gage Blvd. Building A-1, Kennewick, WA 99336.
2. Preliminary Plat Application SUB 2016-005 is requesting preliminary plat approval to subdivide 21.28 acres into 15 lots with an average lot size of 49,281 square feet and a minimum lot size of 40,574 square feet.
3. The subject property is located West of Highland Drive, South of Rainy Lane, South of the South end of Thunder Road, and West of the West end of Sandy Lane, on Lot 2 of Short Plat 2724, in the Southeast Quarter of Section 12, Township 9 North, Range 26 East, W.M.
4. Preliminary Plat Application SUB 2016-005 was determined to be a complete application on July 22, 2016. The Notice of Application required by BCC 17.10.100 was published on July 26, 2016 and sent to the property owners with 300 feet of the proposed plat on July 25, 2016.
5. The affected agencies review letter was sent on July 22, 2016. The comments of those

agencies that responded are attached to this staff memo.

6. The notice for the Benton County Planning Commission's Open Record Hearing for application SUB 2016-005 was published on September 1, 2016 in the Tri-City Herald and mailed to property owners of record within 300 feet of the outer boundaries of the parcel on August 29, 2016. The Open Record Hearing is scheduled for Tuesday, September 13, 2016.
7. The Preliminary Plat of La Buena Vida Estates has been reviewed under the requirements of the State Environmental Policy Act and a Determination of Non-Significance was issued on August 11, 2016.
8. The property is zoned Urban Growth Area Residential, which requires a minimum lot area of Seven Thousand five hundred (7,500) square feet and an average lot width of not less than seventy (70) feet. The lots proposed in the Preliminary Plat of La Buena Vida Estates comply with the minimum lot area and lot width for the Urban Growth Area Residential Zoning District. Residential dwellings are allowed uses in the Urban Growth Area Residential Zoning District.
9. The Benton County Comprehensive Plan designates this area as Urban Growth Area, providing a density of one to six dwelling units per acre. The proposed preliminary plat has an average lot area of 49,281 square feet and a density of one dwelling unit per 1.4 acres. This development is consistent with the density requested in the Benton County Comprehensive Plan for Rural Lands 1 zoning district.
10. The streets for the proposed subdivision will be designed with appropriate consideration, as determined by the County Engineer, for existing and projected roads, anticipated traffic volumes and patterns, topographic and drainage conditions, public convenience, public safety, and the proposed uses of the land served (BCC 9.08.050 (a))
11. The streets within the proposed subdivision are extensions of existing streets. The proposed preliminary plat provides for extension of a proposed road into the area north of the site. Attached to this memo are the comments from the Road Department on the proposed preliminary plat. (PCM L16).(BCC 9.08.050 (b))
12. The proposed preliminary plat will provide a connection through the proposed plat, from Thunder Road to Highland Road. (BCC 9.08.050 (c)).
13. The proposed streets within the plat are designed to provide access to existing arterials in the area.
14. The lots within the proposed preliminary plat will be larger than normal lots or parcels within the Urban Growth Area Residential Zoning District utilizing a public water supply and on-site septic systems. (BCC 9.08.050 (e))
15. There are no temporary cul-de-sacs proposed within the preliminary plat (BCC 9.08.050 (f))
16. There is no cul-de-sac proposed within the development. BCC 9.08.050 (g).

17. The Benton County Department of Public Works must approve proposed street names within the proposed plat. The proposed streets are extensions of existing county roads and are proposed to use the same names as the existing roads. (BCC 9.08.050 (g)).
18. The roads within the proposed plat are laid out so that they will intersect as nearly as possible at right angles. (BCC 9.08.050 (h))
19. There are no street jogs with centerline offsets of less than one hundred twenty-five (125) feet within the proposed plat. (BCC 9.08.050 (i))
20. The proposed development is not adjacent to a railroad right-of-way or the right-of-way of a limited access highway, freeway, or primary arterial. (BCC 9.08.050 (j))
21. The corner lots within the proposed plat are ten (10) percent wider than minimum lot widths to allow for adequate setback of a building from both streets. (BCC 9.08.050 (k))
22. The sidelines of lots within the proposed plat are approximately at right angles to the street in front or radial to curved street lines. (BCC 9.08.050 (l))
23. None of the lots within the proposed subdivision will have double frontage. (BCC 9.08.050 (m))
24. All lots within the proposed development front onto a dedicated street. (BCC 9.08.050 (n))
25. The applicant has proposed that the preliminary plat be served by the on-site septic systems. The proposed development is within the City of Benton City's Urban Growth Area. The nearest City sewer main is located approximately 2,500 southeast of the proposed subdivision. The Benton Franklin Health District provided that the proposal generally meets their requirements for plats utilizing on-site sewage disposal systems and Oasis Water supply. The approval was subject to the requirements listed in the Benton Franklin Health District letter dated June 27, 2016. **Exhibit 1.6** The Benton Franklin Health District also recommended that the entire subdivision be dry-sewered in order to facilitate future connection to a municipal sewer utility. (BCC 9.08.050 (o))
26. The Benton County Department of Public Works will review the storm drainage issue during their review of the plans for the construction of the proposed county roads. (BCC 9.08.050 (p))
27. The proposed Preliminary Plat of La Buena Vida Estates does not contain land to be designated for open space. The Benton County Code does not require open space dedications for this type of preliminary plat.
28. The proposed preliminary plat will add new roads to the County road system. The Benton County Department of Public Works has reviewed the proposed location of the roads.
29. Ben Franklin Transit did not comment on transit service for the proposed development.

The proposed plat and surrounding area is not served by public transit. The closest Ben Franklin Transit stop is located on Highland Drive approximately 1/2 mile east of the site.

30. One finding that must be made to approve this application is that adequate provisions for potable water supply have been made. The application for the Preliminary Plat of La Buena Vida Estates shows that Oasis Water System will supply water for the proposed lots. The Washington State Department of Health did not comment on this preliminary plat application. In order to complete a connection to the Oasis Water System the developer will be required to have approval from the Washington State Department of Health for the water system extension plans, additional connections and completed project.

The Planning Department has not received any comments from the Oasis Water Corporation that they can or will serve the proposed development with water service. During the review of this proposed plat the Planning Commission must make a determination whether there is evidence submitted to determine that, regardless of the legal requirements, there is physically available sufficient potable water in quantity and quality to support the proposed Development. The Planning Commission may request that the applicant provide information from the Oasis Water Company stating that they are able and willing to provide water service to the development.

31. The proposed plat does not provide for parks or recreation opportunities.
32. The proposed plat is within the Kiona-Benton School District. The proposed development is located within 1,400 feet of a school. The Kiona Benton High School is located northeast of the site. The Kiona-Benton School District did not comment on this application.
33. The proposed development is not within a flood control zone as outlined on the Federal Emergency Management Agency Flood Insurance Rate Map 530237 0420 B with an effective date of July 19, 1982.
34. The proposed development is located within the Benton Irrigation District. The District submitted comments on the proposed plat. (PCM 1.9)
35. The Benton County Fire Marshal reviewed the proposed plat and stated the proposed development will be required to provide adequate fire flows. The requirements of the Fire Marshal must be met prior to the final plat being submitted, a letter from the water purveyor stating its willingness and ability to provide 500 gpm for 30 minutes at 40psi static pressure and 20psi residual, at normal peak instantaneous demands, is to be sent to the Benton County Fire Marshal.
- Prior to final plat approval, a copy of the water system plans shall be stamped by a Washington State registered engineer, and shall be signed by the water purveyor, shall be given to the Benton County Fire Marshal, and DSHS.
 - The approved water system shall be installed prior to final plat approval.

- The installation of the water system must be installed under the supervision of a WA. State Registered Engineer, and the engineer shall send a letter to the Benton County Fire Marshal certifying in writing that the system was installed in accordance to the approved design.
 - Water main requirements are:
 - a. Hydrants are to be operable prior to building permits being issued.
 - b. Minimum main size for circulating (grid or Loop systems) shall be 6".
 - c. Dead-end mains longer than 300 feet to the last hydrant shall be 8". If shorter than 300 feet, 6" are permitted.
 - d. Hydrant leads more than 50 feet shall be 8". If shorter than 50 feet, 6" is permitted.
 - e. Hydrants shall conform to current A.W.W.A. specifications. There shall be one 4 1/2" NST pumper port, two 2/12" NST hose port, and a 1-1/2" pentagon operating nut.
 - f. A storz adapter for the steamer port that meets Benton County Fire District 2's requirements is required for all hydrants. Contact Captain Lance Howell at 588-3212 for their requirements, also see attached Fire Marshal Policy on Storz adapters.
 - g. There shall be an auxiliary gate valve installed to permit repair and replacement of hydrants without disrupting water service.
 - h. Hydrant shall stand plumb, and the lowest outlet shall be between 18" and 24" above the finished grade.
 - i. Pumper port is to face the street.
 - j. Hydrants are not to be obstructed, and shall be accessible to the fire department.
 - k. Hydrants subject to vehicle damage shall be adequately protected.
 - l. Hydrant locations will be determined by the Benton County Fire Marshal. General spacing is 600' as measured by a fire truck laying the fire hose.
36. Located directly south of the Southwest portion of the proposed subdivision is an operating orchard. Benton County Code Section 11.13.080(6) provides that: "All dwelling units and swimming pools shall have a setback of one hundred fifty (150) feet from any parcel located partially or wholly within the Growth Management Agricultural Act District (GMAAD) and from any adjacent orchard, hop field or vineyard (or combination thereof) of ten (10) acres or more on one parcel or on contiguous parcels under common ownership."

The applicant has placed a 150-foot orchard setback on the face of the preliminary plat adjacent to the orchard.

37. Located along the west property lines of the proposed plat is an existing creek and wetland. Attached to this memo is a wetland study for the area around the proposed lots 9, 10, 11 and 13, that was completed as part of a preliminary plat application in 2007 that was not constructed. Based on the required front yard setbacks and the wetland setback as shown in the report, it appears that there is not enough area on lots 9, 10, and 11, to construct a dwelling. The applicants have stated that they think the wetland is no longer there. However, a site visit by the Planning Department noted that the wetlands area was on the site. The Washington State Department of Ecology

recommended that if the wetland conditions have changed, then a new boundary determination and a new wetland rating report should be completed before lots 9 and 10 are allowed to develop. An additional study may be required if the applicants want to move the wetland setback area on the above noted lots.

38. The applicant has put forth they intend to build duplexes on the lots. The site is currently zoned Urban Growth Area Residential and under BCC 11.13.030(d) a duplex is allowed use in this zoning district. BCC 11.13.070(a) provides the following standards for lot where duplexes are constructed: "

"(a) Minimum parcel size. Except as otherwise set forth herein, the minimum parcel size that may be created in the UGAR District is seven thousand five hundred (7,500) square feet; provided, the Benton-Franklin Health District may require a larger parcel size as necessary to meet on-site sanitary well and sewer provisions. Duplexes may only be located on parcels of at least fourteen thousand (14,000) square feet; provided, the Benton-Franklin Health District may require a larger parcel size as necessary to meet on-site sanitary well and sewer provisions.."

The proposed lots comply with the above noted requirements. However of the final plat they should not be labeled as lots for duplexes or single family dwellings.

DISPOSITION OF THE APPLICANT'S REQUEST:

A proposed subdivision and dedication shall not be approved unless the County makes written findings that: (a) appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and shall consider all relevant facts including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school; and (b) whether the public interest will be served by the subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication.

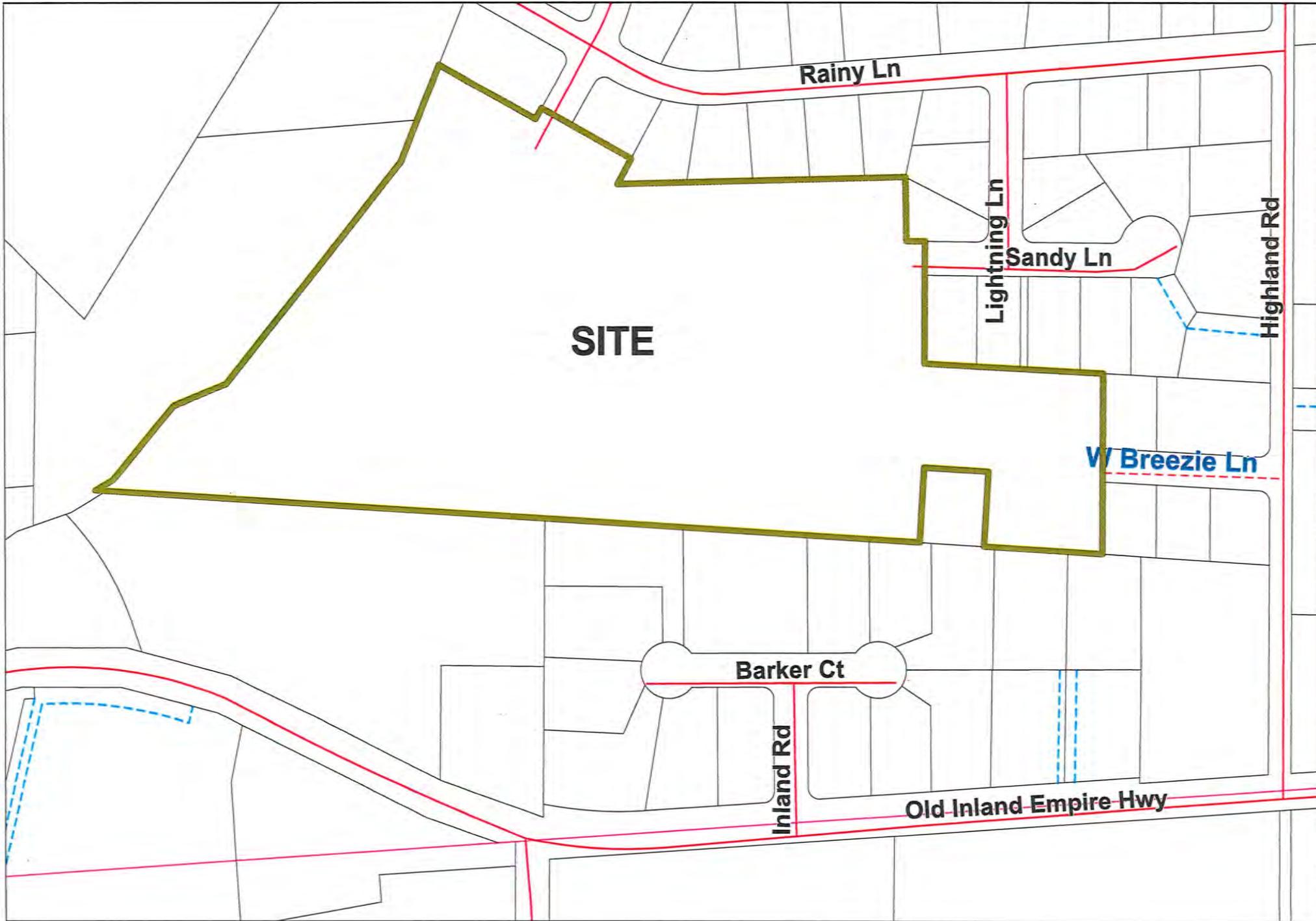
If the Preliminary Plat of **LA BUENA VIDA ESTATES** were approved, this office would recommend that the following conditions be attached to such an approval.

1. That all lots in the final plat meet the design standards for final plat approval as specified in Benton County Code 9.08 as amended, and meet all of the zoning requirements as specified in BCC Title No. 11, as amended.
2. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable T.V. be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.

3. That all requirements necessary for storm drainage are provided, including any easements necessary for compliance with the Benton County Hydrology Manual. All natural drains are to be kept open and protected by the dedication of a drainage easement or the Benton County Department of Public Works must approve a pipe drainage plan. The applicant provide written verification that all comment on the Road Department letter dated September 6, 2016 have been addressed prior to the final plat being submitted.
4. The applicant shall provide irrigation improvements and easements as required by the Benton Irrigation District. The final plat must include an approval and signature block for the irrigation district.
5. Provisions shall be made to assure safe walking and/or waiting areas for students who will walk to and from school and for bus turn out areas. Written approval by the Koina Benton School District must be provided to the planning department prior to accepting final plat for processing.
6. Contour lines shall be shown on the final plat or on a separate sheet at a maximum of 5' intervals.
7. The applicants provide written verification from the Oasis Water Company that they are able and willing to provide water service to the development.
8. That the wetland line and the 50-foot setback as noted in the wetland study, be shown on the final plat. Lots 9 and 10, are to be redesigned so that there is adequate area to place a dwelling on the sites and meet the zoning code setback requirements, Benton Franklin Health Department requirements and the wetland setback. If the wetland conditions have changed, the applicant can submit a new boundary determination and a new wetland rating report should be completed for lots 9 and 10.
9. That the Planning Department receives written verification from the Benton County Fire Marshal indicating that the required fire flow and adequate fire protection system have been installed and are functioning as per the requirements of BCC. If this is not accomplished a statement will need to be placed on the final plat indicating that: "No building permit shall be issued until the roads are constructed to at least subgrade standards." All roads must be constructed or bonded prior to the final plat being submitted for final plat approval.
10. That the Planning Department receives written verification from the Benton Franklin Health District that all the requirements listed in the Benton Franklin Health District letter dated June 27, 2016 have been completed. Such approval letter must be submitted with the final plat application.
11. Prior to setting the date for final approval, the applicant provides written verification from the Washington State Department of Health that the required improvements have been made to the Oasis Water Corporation System have been made to bring the system in compliance with current state standards. Also the applicant must provide written

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

12. That any pipelines within the areas proposed for dedication of road right of way be upgraded to meet the Benton County Department of Public Works standards for pipelines located in road right of way. That the owners of the easement vacate the waterline easements located within the proposed road right of way.
13. The final plat shall not label the lots as duplex lots.
14. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commission.





LA BUENA VIDA ESTATES

PRELIMINARY PLAT

PCR 1.1

A REPLAT OF TRACT 'A', PLAT OF BREEZ'N-IN ESTATES NO. 3 LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 9 NORTH, RANGE 26 EAST, W.M. BENTON COUNTY, WASHINGTON

RECEIVED

JUL 21 2016

Benton County
Planning Department

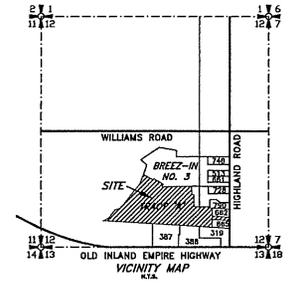
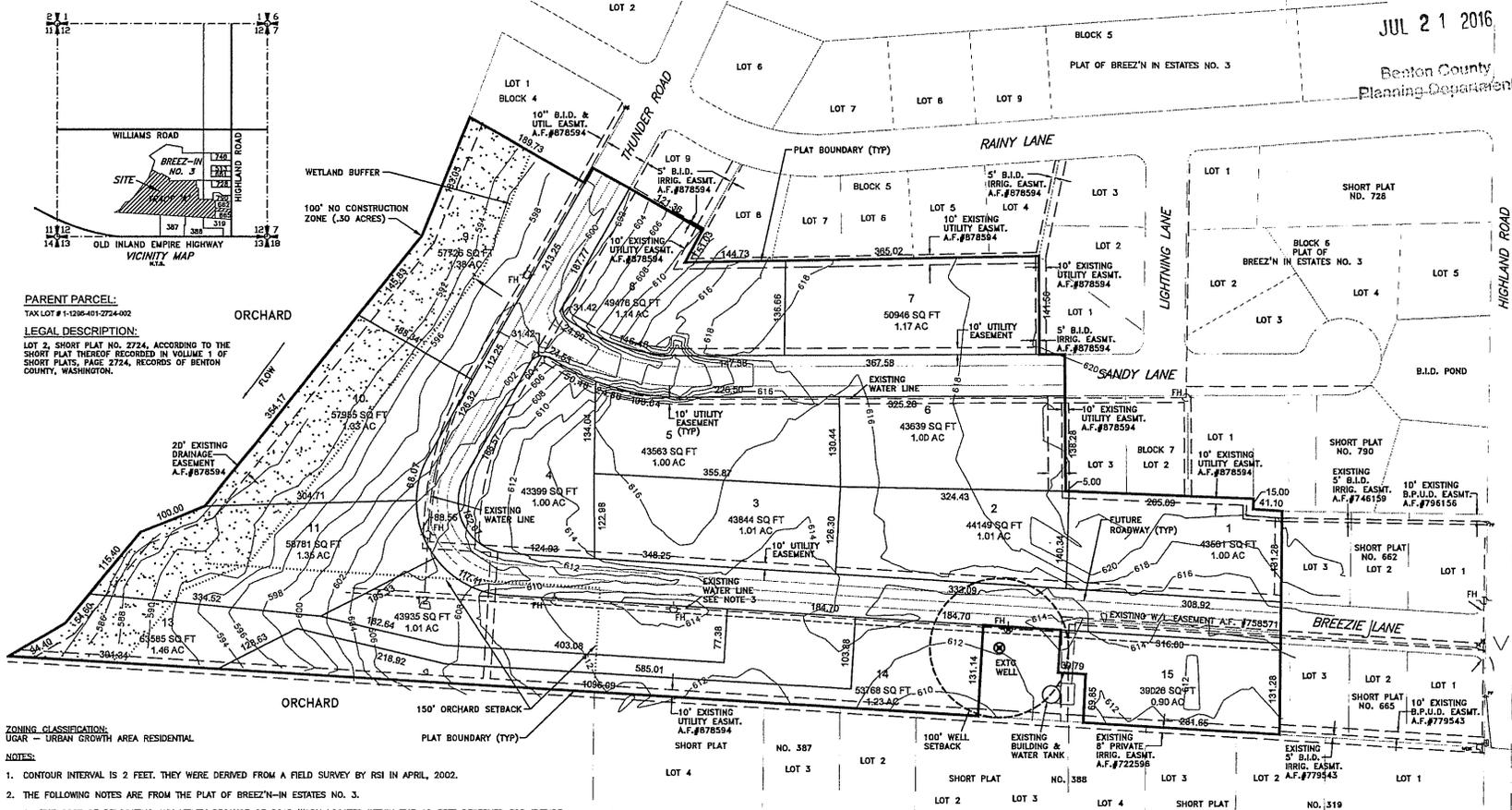


6115 Burden Blvd, Suite E
Pasco, WA 99014-8920
360-545-5118
360-545-5119 fax
www.hdj.com

PRELIMINARY PLAT FOR:
LA BUENA VIDA ESTATES
A SUBDIVISION LOCATED IN BENTON COUNTY, WA

DESIGNED: RWB
DRAWN BY: BMW
CHECKED: JMS
SCALE: H: 1" = 60'
V: N/A
JULY 2016
4319-00
SHEET

1



PARENT PARCEL:
TAX LOT # 1-1236-01-2724-002

LEGAL DESCRIPTION:
LOT 2, SHORT PLAT NO. 2724, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2724, RECORDS OF BENTON COUNTY, WASHINGTON.

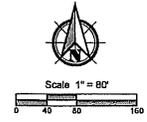
- ZONING CLASSIFICATION:**
UGAR - URBAN GROWTH AREA RESIDENTIAL
- NOTES:**
- CONTOUR INTERVAL IS 2 FEET. THEY WERE DERIVED FROM A FIELD SURVEY BY RSI IN APRIL, 2002.
 - THE FOLLOWING NOTES ARE FROM THE PLAT OF BREEZ'N-IN ESTATES NO. 3.
 - THE COST OF RELOCATING ANY UTILITY BECAUSE OF ROAD WORK LOCATED WITHIN THE 10 FEET RESERVED FOR FUTURE ROAD ON SHORT PLATS 513, 601, 729, 790, 862 AND 865 SHALL BE BORNE BY THE GOVERNMENT AGENCY HAVING JURISDICTION OVER SAID ROAD WORK.
 - SHADED AREAS INDICATE NO ON-SITE SEWAGE DISPOSAL SYSTEMS WILL BE INSTALLED IN THIS AREA.
 - NO BUILDING PERMITS OR MOBILE HOME OCCUPANCY PERMITS WILL BE ISSUED UNTIL THE FIRE PROTECTION SYSTEM IS INSTALLED AND APPROVED BY THE COUNTY FIRE MARSHAL.
 - NO BUILDING PERMITS OR MOBILE HOME OCCUPANCY PERMITS WILL BE ISSUED UNTIL THE IRRIGATION DELIVERY SYSTEM IS INSTALLED AND APPROVED AND FUNCTIONAL.
 - THE FIRE HYDRANTS SHOWN ARE FROM FIELD TIES. THE WATERLINES SHOWN ARE FROM PLANS FOR BREEZ'N-IN ROAD CONSTRUCTION.

LAND USE TABLE	
Total Site Area (Gross):	21.38 Acres
Road Right of Way Dedication:	2.84 Acres
Well Tract Ac:	0.37 Acres
Total Net Lot Area:	16.87 Acres
Lot Count:	15 Lots
Average Lot Area:	46.281SF
Largest Lot Area:	83,685 SF
Smallest Lot Area:	40,574 SF

Owner/Developer:
Dos Cabras Viejas, LLC
8524 W. Gage Blvd., Bldg. A-1
Kennewick, WA 99336
Phone: (509) 727-2241
or (509) 727-3315

Engineer:
HDJ Design Group P.L.L.C.
Attn: Kevin Barney, PE
6115 Burden Blvd., Suite E
Pasco, WA 99031
Phone: (509) 547-5119

Surveyor:
HDJ Design Group P.L.L.C.
Attn: Paul Tomkins, FLS
6115 Burden Blvd., Suite E
Pasco, WA 99031
Phone: (509) 547-5119



BENTON COUNTY PRELIMINARY PLAT APPLICATION

File No. SLB 2016-005
EA 2016-014



1. Name of Plat La Buena Vida Estates

2. Name and Address of Applicant Dos Cabras Viejas, LLC
8524 W. Gage Blvd., Bldg. A-1
Kennewick, WA 99336

Telephone Brian 727-3315, John 727-2241

If you wish to be contacted via email please list your email address briantrimble@frontier.com

3. Name and Address of Property Owner: Brian Trimble/John Sullins
8524 W. Gage Blvd., Bldg. A-1, Kennewick, WA 99336

Telephone Brian 727-3315, John 727-2241

4. Name and Address of Surveyor HDJ
6115 Burden Blvd., Suite E
Pasco, WA 99301

Telephone _____

5. Name and Address of Engineer: Kevin Barney, P.E., HDJ
6115 Burden Blvd., Suite E
Pasco, WA 99301

Telephone (509) 547-5119

6. Parcel No. and Legal description of property included in the final plat Parcel No. 112964012724002. Sec 12, Twn 9 Rg 26, Qtr SE; Short Plat #2724, Lot 2, 6/17/2003, AF#03-028170 Rec in Vol 1 of Sh Plts, pg 2724

7. Land Use Information:

Total area involved	<u>20.930 ac</u>	Acreage in parks	<u>N/A</u>
Total Number of lots	<u>15</u>	Length of public streets	<u>2,870 LF</u>
Smallest lot area	<u>1.0 ac</u>	Total acreage of public streets	<u>3.9 Ac</u>
Average lot area	<u>1.0 ac</u>		

8. Proposed annexation plans None

9. Short Plat Will be Served by:

Water	<u>One well to serve 5 lots or more</u>	<input type="checkbox"/>	Telephone	<u>Frontier</u>	<input type="checkbox"/>
Sewer	<u>Septic Tank</u>	<input type="checkbox"/>	Power	<u>Benton County PUD</u>	<input type="checkbox"/>
Irrigation	<u>Benton</u>	<input type="checkbox"/>	Natural Gas	<u>No</u>	<input type="checkbox"/>
School District	<u>Benton City</u>	<input type="checkbox"/>	Fire District	<u>District #2</u>	<input type="checkbox"/>

10. Any other comments or information that is significant.

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

12. Comprehensive Plan Designation Urban Growth Area Residential

13. Zoning Designation Residential

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

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

Signature Block for individuals only.

Brian P. Trimble
Applicant's Signature

Brian P. Trimble
Print Name

6/29/16
Date

Brian P. Trimble
Signature of Legal Owners

Brian P. Trimble
Print Name

6/29/16
Date

John A. Sullins
Signature of Person with additional ownership interest

John A. Sullins
Print Name

6/29/16
Date

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

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

Applicant or Legal Owner: Dos Cabras Viejas, LLC

By: Brian Trimble, Member
(print name) (Title)

Signature: *Brian P. Trimble*, Member
(Signature) (Title)

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

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

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

FEE: \$1000.00, submitted with the application. Checks are to be made payable to the Benton County Treasurer. THIS FEE IS NON-REFUNDABLE. THE RECORDING FEE IS TO BE PAID AT THE TIME OF RECORDING.

FOR OFFICIAL USE ONLY:
Critical Area Review Completed by *Clark Ramsey* on *7/1/2016*.
Application approved for processing by *Clark Ramsey* on *7/1/2016*
Zoning *UGAR* Comp Plan Designation *UGA B/City*

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 APPLICATION

PCM 1.3

NOTICE IS HEREBY GIVEN that there has been proposed to the Benton County Planning Department, an application (File No. SUB 2016-005/EA 2016-016) dated June 29, 2016 for the preliminary plat of La Buena Vida Estates a subdivision of 20.9 acres into 15 lots by: Dos Cabras Viejas, LLC. The date of the written determination of completeness on this action is July 22, 2016. The site is located at the terminus of Breezie Lane and Thunder Road, South of Breez'n In Estates #3 on Lot 2 of Short Plat 2724 in Section 12, Township 9 North, Range 26, East, W.M.

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

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

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.

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

Dated at Prosser, Washington on this 22nd day of July 2016.


CLARK A. POSEY, Assistant Planning Manager

PUBLISH ON: July 26, 2016

DETERMINATION OF NONSIGNIFICANCE

Description of proposal: The subdivision of La Buena Vida Estates a 20.9 acre parcel into 15 lots with an average lot size of 1.1 acres.

Proponent Dos Cabras Viejas, LLC
8524 W. Gage Blvd. Bldg A
Kennewick WA 99336

File No. **EA 2016-016**

Location of proposal, including street address, if any: Lot 2 of Short Pl.at 2724 in Section 12, Township 9 North, Range 26 located at the terminus of Breezie Lane and Thunder Road, south of Breez'n In Estates #3.

Lead agency: **BENTON COUNTY**

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

This DNS is issued under WAC197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by August 25, 2016.

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

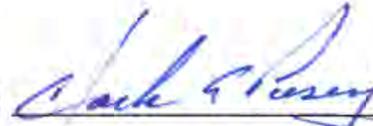
Responsible Official: Michael Shuttleworth

Position/Title: Planning Manager

Address: P.O. Box 910, Prosser WA 99350

- Email planning.department@co.benton.wa.us
- Phone/Fax: (509)786-5612/(509) 786-5629;

DATE OF ISSUE: August 11, 2016

Signature: 

THERE IS NO AGENCY APPEAL.

DISTRIBUTION:

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

Washington State Department of Health
Department of Ecology - Olympia
Department of Ecology - Yakima
Yakama Indian Nation
Fire District 4
Fire Marshal
School District No. 52
Bureau of Land Management
Department of Fish and Wildlife
Office of Arch. & Historic Preservation
Futurewise

EA 2016-016

A. background

1. Name of proposed project, if applicable: La Buena Vida Estates

2. Name of applicant:
Dos Cabras Viejas, LLC

3. Address and phone number of applicant and contact person:
8524 W Gage Blvd., A-1, Kennewick, WA 99336
Brian Trimble (509) 727-3315
John Sullius (509) 727-2241

RECEIVED

JUN 29 2016

Benton County
Planning Department

4. Date checklist prepared: _____

5. Agency requesting checklist:
Benton County Planning Dept.

6. Proposed timing or schedule (including phasing, if applicable):
12 months, weather permitting.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No

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

Wetland Delineation Report by Biology Soils & Water, Inc.

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

No

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

Preliminary Plat Approval, Construction Permit, Final Plat Approval

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. _____

Subdivide 20 acres into 15 duplex lots - Preliminary Plat
of La Buena Vida Estates

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

Parcel # 112964012724002
Appx. 600' North of O.I.E. Highway, 500' West of
Highland Road. (Continue West on Breeze Lane)

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other Rolling Slopes with
some isolated areas of steep slopes

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

20%

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

SAND

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

NO

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

Minimal grading will occur to prepare building pads and
driveway/parking. No offsite fill/cut is expected
for this project.

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

Yes, erosion could occur, mainly in the form of dust blow-off or silt transfer

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

Apprx. 30% of proposed site will be covered with impervious surface.

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

Erosion control plan, utilizing dust control and erosion control BMPs will be in place prior to and during construction on site.

2. Air

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

Dust from construction, emissions from const. vehicles & equipment. After project is complete, expect automobile emissions after project is complete

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

None known

c. Proposed measures to reduce or control emissions or other impacts to air, if any: All const. equipment will be emission compliant, Sprinkle site to control dust blow-off

3. Water

a. Surface Water:

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

None

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

No

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

None

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

No

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

No

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

No

b. Ground Water:

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

YES, AN EXISTING WELL WILL PROVIDE DRINKING WATER FOR RESIDENTS.

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

DOMESTIC SEWAGE FROM SEPTIC TANKS, 15 DUPLEX UNITS WILL HAVE INDIVIDUAL TANKS & DRAINFIELDS.

c. Water runoff (including stormwater):

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

Runoff would be from future buildings, driveways, walk ways, and roads. Runoff will be collected and routed to infiltration ponds, trenches, or drywells.

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

No

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No

- d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: Storm water facilities will meet applicable County standards. During construction, BMPs such as silt fences and straw bales will be used to prevent sediment laden waters from entering the drainage system.

4. Plants

- a. Check the types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
- evergreen tree: fir, cedar, pine, other
- shrubs
- grass
- pasture
- crop or grain
- Orchards, vineyards or other permanent crops.
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- water plants: water lily, eelgrass, milfoil, other
- other types of vegetation

- b. What kind and amount of vegetation will be removed or altered?

Sagebrush and field grass

- c. List threatened and endangered species known to be on or near the site.

None Known

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

The new lots will be landscaped per county code

- e. List all noxious weeds and invasive species known to be on or near the site.

None Known

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:

birds: hawk, heron, eagle, songbirds, other: _____
mammals: deer, bear, elk, beaver, other: rabbits & rodents
fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened and endangered species known to be on or near the site.

None - Known

- c. Is the site part of a migration route? If so, explain.

Site is not known to be part of any specific migration route, although the entire region is part of the Pacific Flyway.

- d. Proposed measures to preserve or enhance wildlife, if any:

Professional landscaping will compliment wildlife that has adapted to the urban environment.

- e. List any invasive animal species known to be on or near the site.

None Known

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Residential Electric

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

future buildings will utilize required energy conservation measures per uniform building code

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

Potential Hazards are limited to those typical of residential development

1) Describe any known or possible contamination at the site from present or past uses.

None - Known

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None - Known

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

None - Known

4) Describe special emergency services that might be required.

Typical residential emergencies

5) Proposed measures to reduce or control environmental health hazards, if any:

Those required by city code.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Noise from nearby streets could affect the project, although traffic is very light.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

short term, noise from const. vehicles & equip is anticipated, long term, noise from residents of vehicles.

- 3) Proposed measures to reduce or control noise impacts, if any:

Most activities will occur during daylight hours only, which should reduce the impacts to nearby residents during evenings.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Residential and orchards. No.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

No

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

New buildings will be placed in compliance with County ordinance pertaining to location relative to farm work practices.

- c. Describe any structures on the site.

Currently no structures on site

d. Will any structures be demolished? If so, what?

No

e. What is the current zoning classification of the site?

Urban Growth Area Residential / Residential

f. What is the current comprehensive plan designation of the site?

Urban Growth Area Residential / Residential

g. If applicable, what is the current shoreline master program designation of the site?

N/A

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Cat 3 Stream/wetland running along west boundary of site.

i. Approximately how many people would reside or work in the completed project?

No more than 9 people per unit. 15 duplex = 30 units. 9/unit = 270 people

j. Approximately how many people would the completed project displace?

None

k. Proposed measures to avoid or reduce displacement impacts, if any:

N/A

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

This project is consistent with Benton County's
Comprehensive Plan

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

Compliance with all County and State Municipal Codes.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

30 units low-middle income

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None

- c. Proposed measures to reduce or control housing impacts, if any:

N/A

10. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

15' painted wood exteriors

- b. What views in the immediate vicinity would be altered or obstructed?

None

- c. Proposed measures to reduce or control aesthetic impacts, if any:

Typical residential landscaping as req'd by County code.

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Some additional lights from residences, but typical for area.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

No

- c. What existing off-site sources of light or glare may affect your proposal?

None

- d. Proposed measures to reduce or control light and glare impacts, if any:

N/A

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity?

None

- b. Would the proposed project displace any existing recreational uses? If so, describe.

No

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

None

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

No

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

No such landmarks or evidence exists

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

None proposed. If any archaeological artifacts are discovered during construction, the proper authorities will be notified.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

N/A

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

This site will be served by private or public streets.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

No, 1/4 mile

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

Minimum of 2 off street per unit (30 x 2 = 60 spaces). No spaces eliminated.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

New private or public roads need to be built

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

AN AVERAGE WEEKDAY COULD PRODUCE 175 TRIPS, ACCORDING TO THE ITE TRIP GENERATION MANUAL.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No

- h. Proposed measures to reduce or control transportation impacts, if any:

None

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

The project will result in minimal increased need for public services, but those that are typical for residential developments: fire protection, police protection, health care and schools.

b. Proposed measures to reduce or control direct impacts on public services, if any.

None

16. Utilities

a. Circle utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
other Irrigation Water

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Oasis Water Co. - on site, Electricity - Benton AUD to be installed & underground,
Telephone - Frontier to be installed underground, Sewer - Septic system per BFTD code
Irrigation - to be installed underground (Benton Irrig. Dist)

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Brian P. Trimble, member

Name of signer Brian P. Trimble

Position and Agency/Organization Managing member / Dos Cabras Viejas, LLC

Date Submitted: 6/29/16

D. supplemental sheet for nonproject actions

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Proposed measures to avoid or reduce such increases are:

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

3. How would the proposal be likely to deplete energy or natural resources?

Proposed measures to protect or conserve energy and natural resources are:

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness,

wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Proposed measures to protect such resources or to avoid or reduce impacts are:

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Proposed measures to reduce or respond to such demand(s) are:

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

ESA LISTED SALMONIDS CHECKLIST

The Listed Salmonids Checklist is provided in order that the county may initially identify a project's potential impacts (if any) on salmonids that have been listed as "threatened" or "endangered" under the Federal Endangered Species Act (ESA). A salmonid is any fish species that spends part of its life cycle in the ocean and returns to fresh water. Potential project impacts that may result in a "taking" of listed salmonids must be avoided, or mitigated to insignificant levels. Generally, under ESA, a "taking" is broadly defined as any action that causes the death of, or harm to, the listed species. Such actions include those that affect the environment in ways that interfere with or reduce the level of reproduction of the species.

If ESA listed species are present or ever were present in the watershed where your project will be located, your project has the potential for affecting them, and you need to comply with the ESA. The questions in this section will help determine if the ESA listing will impact your project. The Fish Program Manager at the appropriate Department of Fish and Wildlife (DFW) regional office can provide information for the following two questions. Please contact the Dept. of Fish and Wildlife at 1701 S. 24th, Yakima WA 98902-5720, Phone No. 509-575-2740.

1. Are ESA listed salmonids currently present in the watershed in which your project will be?
YES NO
Please Describe.

2. Has there ever been an ESA listed salmonid stock present in this watershed?
YES NO
Please Describe.

If you answered "yes" to either of the above questions, you should complete the remainder of this checklist.

PROJECT SPECIFIC: The questions in this section are specific to the project and vicinity.

- A1. Name of watershed MIDDLE COLUMBIA RIVER
- A2. Name of nearest waterbody YAKIMA RIVER
- A3. What is the distance from this project to the nearest body of water? 1,500'

Often a buffer between the project and a stream can reduce the chance of a negative impact to fish.

A4. What is the current land use between the project and the potentially affected water body (parking lots, farmland, etc.)

FARMLAND / ORCHARDS AND UNIMPROVED LAND.

A5. Is the project above a:
Natural permanent barrier (waterfall) YES _____ NO
Natural temporary barrier (beaver pond) YES _____ NO
Man-made barrier (culvert, dam) YES _____ NO
Other (explain)

A6. If yes, are there any resident salmonid populations above the blockage?
YES _____ NO _____ Don't Know _____

A7. What percentage of the project will be impervious surface (including pavement & roof area)? 30%

FISH MIGRATION: The following questions will help determine if this project could interfere with migration of adult and juvenile fish. Both increases and decreases in water flows can affect fish migration.

B1. Does the project require the withdrawal of
a. Surface water? Yes _____ No
Amount _____
Name of surface water body _____
b. Ground water? Yes _____ No
Amount _____
From Where _____
Depth of well _____

B2. Will any water be rerouted? YES _____ NO
If yes, will this require a channel change?

B3. Will there be retention ponds? YES NO _____
If yes, will this be an infiltration pond or a surface discharge to either a municipal storm water system or a surface water body?

INFILTRATION POND

If to a surface water discharge, please give the name of the waterbody.

B4. Will this project require the building of new roads? Increased road mileage may affect the timing of water reaching a stream and may, thus, impact fish habitat.

YES

B5. Are culverts proposed as part of this project? Yes No

B6. Will topography changes affect the duration/direction of runoff flows?
Yes No

If yes describe the changes.

MINOR CHANGES AFFECTING DURATION AND DIRECTION OF RUNOFF FLOW.

B7. Will the project involve any reduction of the floodway or floodplain by filling or other partial blockage of flows? Yes No

If yes, how will the loss of flood storage be mitigated by your project?

WATER QUALITY: The following questions will help determine if this project could adversely impact water quality. Such impacts can cause problems for listed species. Water quality can be made worse by runoff from impervious surfaces, altering water temperature, discharging contaminants, etc.

C1. Do you know of any problems with water quality in any of the streams within this watershed? YES NO

If yes please describe.

C2. Will your project either reduce or increase shade along or over a waterbody?
YES NO Removal of shading vegetation or the building of structures such as docks or floats often result in a change in shade.

C3. Will the project increase nutrient loading or have the potential to increase nutrient loading or contaminants (fertilizers, other waste discharges, or runoff) to the waterbody?
YES ___ NO

C4. Will turbidity be increased because of construction of the project or during operation of the project? In-water or near water work will often increase turbidity. YES ___ NO

C5. Will your project require long term maintenance, i.e., bridge cleaning, highway salting, chemical sprays for vegetation management, clearing of parking lots?

YES ___ NO

Please Describe.

Vegetation: The following questions are designed to determine if the project will affect riparian vegetation, thereby, adversely impacting salmon.

D1. Will the project involve the removal of any vegetation from the stream banks?
YES ___ NO

If yes, please describe the existing conditions and the amount and type of vegetation to be removed.

D2. If any vegetation is removed, do you plan to re-plant? YES ___ NO
If yes, what types of plants will you use?

FOR OFFICIAL USE ONLY:

Critical Area Review Completed by John Perry on ~~6/13~~ 7/1/2016
Application approved for processing by John Perry on 7/1/2016
Zoning and Comp Plan Designation UGAR

Benton County Planning Department

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

NOTICE OF OPEN RECORD HEARING

PCM 1.5

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

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

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

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

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

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

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

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

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

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

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

MARTIN SHEERAN, Chairman
BENTON COUNTY PLANNING COMMISSION

A handwritten signature in black ink, appearing to read "Michael Shuttleworth", is written over a horizontal line.

MICHAEL SHUTTLEWORTH,
Planning Manager

PUBLISH ON: September 1, 2016

June 27, 2016

Dos Cabras Viejas LLC
8523 W. Gage Blvd.
Suite A-1 # 293
Kennewick, WA 99336

RECEIVED

JUN 29 2016

Benton County
Planning Department

RE: Proposed development located at Breezie Lane, Parcel #1-1296-401-2724-002, Benton County.

Dear Mr. Trimble:

This office has finished its preliminary plat review of the proposed subdivision on Breezie Lane, Lot 2 of Short Plat 2724, in accordance with our current land development policies and requirements for new subdivisions. Our findings are listed below:

1. There are 15 proposed lots.
2. Proposed land use is for single family dwellings.
3. All proposed lots are to be provided domestic water from Oasis Water Corps.
4. Limited soils testing on the lots has revealed a Silt Loam (Type V) and Sandy Loam (Type IV) soils over the entire plat.
5. Slopes over the plat are variable, with a general overall east to west slope. Several old road cuts have been made on the plat. It appears that the proposed roads may not follow the existing road cuts, thus creating areas of slopes over 20%.
6. There is one major drainage at the west end of the plat.
7. It appears that extensive grading has occurred over large areas of the plat. Some areas appear to contain fill material of unknown depth, while other areas appear to have been cut.
8. A well for the Oasis Water Corps is located adjacent to proposed lots 2, 14 and 15.

These findings indicate the above referenced plat generally meets our requirements for plats utilizing on-site sewage disposal systems and Oasis Water supply provided:

1. All proposed lots shall be a minimum of ½ acre and contain a minimum of 20,000 square feet of usable land area after all easements and encumbrances are subtracted. The following items may not be considered in a lot's usable land area calculations:
 - a. Areas with slopes over 20%.
 - b. Areas within 100' of wells or surface waters.
 - c. Areas with greater than 24" of fill material over original undisturbed soils. Prior to issuance of sewage disposal system permits, test holes to determine depth of fill material and removal of fill material in excess of 24" may be required.
2. All wells and surface waters within 150 feet of this plat must be shown on the plat map, and shall also include the associated 100 foot setback.
3. It is recommended that the entire subdivision be dry-sewered in order to facilitate future connection to a municipal sewer utility.
4. The following statement shall be placed on the final plat:

"This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin District Board of Health Rules and Regulations at the time of permit issuance.

Further be advised this department's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections/percolation tests, and/or other requirements at a later date."
5. Prior to issuance of on-site sewage disposal permits, additional test holes may be required to verify acceptable area for initial and replacement sewage disposal system and design criteria such as trench depth on each lot.
6. Prior to final approval, this office must be given the opportunity to review the final plat for compliance with Benton-Franklin Health Department Rules and Regulations No. 2, and WAC 246-272, and issue appropriate comments to the Benton County Planning Department.

Our general recommendation is based upon present known site conditions and does not guarantee the granting of on-site sewage disposal system permits. Our approval of any lot within this plat may be contingent upon that lot passing additional soil inspections/percolation tests, and/or other requirements at a later date. Should adverse site conditions be revealed at a later date, the Health Department reserves the right to impose restrictions or deny the issuance of any on-site sewage disposal permits.

Page 2
June 28, 2016
Dos Cabras Viejas LLC

The preceding recommendation shall be valid for a period not to exceed 18 months from this date.

If you have any questions, please contact the Kennewick office, (509)460-4320.

Sincerely,



Shawn Brown
Environmental Health Specialist II

CC: HDJ Design Group LLC (Paul Tomkins) 6115 Burden Blvd., Suite E Pasco, WA 99301

Donna Hutchinson

From: Mike Shuttleworth
Sent: Tuesday, July 05, 2016 5:03 PM
To: Clark Posey; Michelle Cooke; Donna Hutchinson
Subject: FW: La Buena Vida Estates proposed subdivision on Breezie Lane

From: Shawn Brown [mailto:shawnb@bfhd.wa.gov]
Sent: Tuesday, July 05, 2016 4:49 PM
To: Mike Shuttleworth <Mike.Shuttleworth@co.benton.wa.us>; Tomi Chalk <Tomi.Chalk@co.benton.wa.us>
Subject: La Buena Vida Estates proposed subdivision on Breezie Lane

Good Afternoon Mike, Tomi:

Brian Trimble came by the office last week and was concerned about our generic statement in the preliminary long plat letter regarding our recommendation that the lots in the subdivision be “dry-sewered” in case of future municipal sewer hook-up. I explained to him that we put that statement on all long plat letters that we send out but he was concerned that other agencies may read that as being more of a requirement than a recommendation. He asked that I touch base with the Planning Department and Building Dept. just to reinforce that that is in-fact just a recommendation. Anywho just wanted to follow through on that, if you guys have any questions please let me know. Thanks!



Shawn Brown RS
Environmental Health Specialist II
Benton-Franklin Health District
7102 W. Okanogan Place,
Kennewick, WA 99336
p: 509.460.4320
www.bfhd.wa.gov ShawnB@bfhd.wa.gov
Follow us on  

IMPORTANT: *Email coming and going from our agency is not protected, thus client information can not be shared in this format. Please use voicemail or fax for client communication. The contents of this email and any attachments are confidential. They are intended for the named recipient(s) only. If you have received this email in error, please notify the system manager or the sender immediately and do not disclose the contents to anyone or make copies thereof.*



PCM 1.8

August 1, 2016

Benton County Planning Department
Attention: Clark P. Posey
Post Office Box 910
Prosser, Washington 99350

Re: Preliminary Plat Review – Parcel #112964012724002 for La Buena Vida Estates

Dear Clark:

Please forward this letter to the Developer/Owner of this property. This letter is a follow up to your request for electrical service to your new project. Thank you for deciding to build in our service area. There are several items we will need from you to begin the electrical design for your project. These items include:

- a) A complete set of detailed plans
- b) Detailed Site Plan
- c) Will the project be phased, if so you need to show on drawing
- d) One-line diagram showing the electrical layout
- e) Service address
- f) Contact person for this project, including mailing address for all correspondence
- g) Type of heating/cooling system (heat pump, forced air, gas, etc.) for subdivision
- h) Proposed start date of project or date service is required.
- i) Copy of property deed, including the tax parcel identification number
- j) AutoCAD 2010 drawing of the project
- k) See attached drawing for new utility easements that are required

Our design process will not begin until we have received all of the above items. Upon receipt of these items, we will use them to plan an electrical design to serve your project. After completion of the design, a packet will be mailed to the designated contact person. Any items requiring follow up (such as fees, application for service, easements, and developer's agreement, etc.) will be included in this packet. If one or more of these items are required, we will need the item(s) returned to us before the job is scheduled.

Design of large projects can take up to six weeks. Construction on these projects may take up to twelve weeks. The delivery of materials for the project can take six months. In some cases system outages are required and construction periods may be restricted to certain times of the year.

Thank you again for your inquiry. If you have further questions, please call me at (509) 582-1271.

Sincerely,

A handwritten signature in blue ink that reads "Ricky L. Sunford".

Mr. Ricky L. Sunford, Distribution Design Technician II
Benton County PUD

RLS:rkw

Enc. 1

RECEIVED

AUG - 3 2016

Benton County
Planning Department

LA BUENA VIDA ESTATES

PRELIMINARY PLAT

A REPLAT OF TRACT 'A', PLAT OF BREEZ'N-IN ESTATES NO. 3 LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 9 NORTH, RANGE 26 EAST, W.M. BENTON COUNTY, WASHINGTON

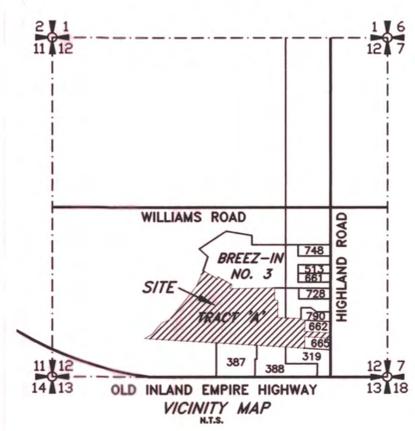
RECEIVED

JUL 21 2016

Benton County
Planning Department

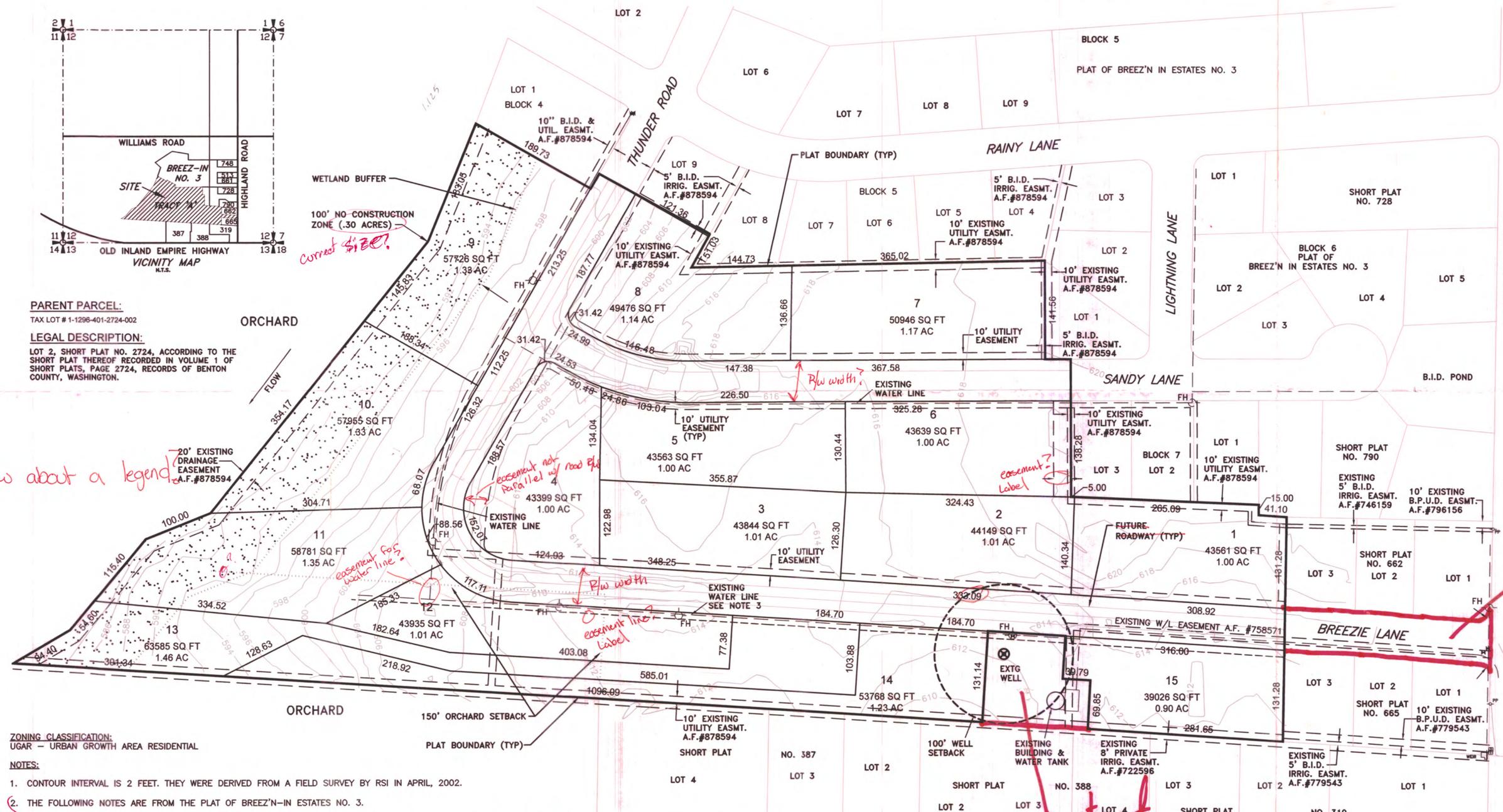
8115 Burden Blvd, Suite E
Pasco, WA 99301-8930
509/547-5119
306/896-3488
509/547-5128 fax
Internet: www.hdjg.com

HDJ
DESIGN GROUP
engineers | landscape architects | planners | surveyors



PARENT PARCEL:
TAX LOT # 1-1296-401-2724-002

LEGAL DESCRIPTION:
LOT 2, SHORT PLAT NO. 2724, ACCORDING TO THE SHORT PLAT THEREOF RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2724, RECORDS OF BENTON COUNTY, WASHINGTON.



ZONING CLASSIFICATION:
UGAR - URBAN GROWTH AREA RESIDENTIAL

NOTES:

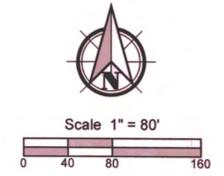
- CONTOUR INTERVAL IS 2 FEET. THEY WERE DERIVED FROM A FIELD SURVEY BY RSI IN APRIL, 2002.
- THE FOLLOWING NOTES ARE FROM THE PLAT OF BREEZ'N-IN ESTATES NO. 3.
 - THE COST OF RELOCATING ANY UTILITY BECAUSE OF ROAD WORK LOCATED WITHIN THE 10 FEET RESERVED FOR FUTURE ROAD ON SHORT PLATS 513, 661, 728, 790, 662 AND 665 SHALL BE BORNE BY THE GOVERNMENT AGENCY HAVING JURISDICTION OVER SAID ROAD WORK.
 - SHADED AREAS INDICATE NO ON-SITE SEWAGE DISPOSAL SYSTEMS WILL BE INSTALLED IN THIS AREA.
 - NO BUILDING PERMITS OR MOBILE HOME OCCUPANCY PERMITS WILL BE ISSUED UNTIL THE FIRE PROTECTION SYSTEM IS INSTALLED AND APPROVED BY THE COUNTY FIRE MARSHAL.
 - NO BUILDING PERMITS OR MOBILE HOME OCCUPANCY PERMITS WILL BE ISSUED UNTIL THE IRRIGATION DELIVERY SYSTEM IS INSTALLED AND APPROVED AND FUNCTIONAL.
- THE FIRE HYDRANTS SHOWN ARE FROM FIELD TIES. THE WATERLINES SHOWN ARE FROM PLANS FOR BREEZ'N-IN ROAD CONSTRUCTION.

LAND USE TABLE	
Total Site Area (Gross):	21.28 Acres
Road Right of Way Dedication:	3.94 Acres
Well Tract A:	0.37 Acres
Total Net Lot Area:	16.97 Acres
Lot Count:	15 Lots
Average Lot Area:	49.281SF
Largest Lot Area:	63,585 SF
Smallest Lot Area:	40,574 SF

Owner/Developer:
Dos Cabras Viejas, LLC.
8524 W. Gage Blvd., Bldg. A-1
Kennewick, WA 99336
Phone: (509) 727-2241
or (509) 727-3315

Engineer:
HDJ Design Group P.L.L.C.
Attn: Kevin Barney, PE
6115 Burden Blvd., Suite E
Pasco, WA 99301
Phone: (509) 547-5119

Surveyor:
HDJ Design Group P.L.L.C.
Attn: Paul Tomkins, PLS
6115 Burden Blvd., Suite E
Pasco, WA 99301
Phone: (509) 547-5119



PRELIMINARY PLAT FOR:
LA BUENA VIDA ESTATES
A SUBDIVISION LOCATED IN BENTON COUNTY, WA

DESIGNED BY:	KWB
DRAWN BY:	BMW
CHECKED BY:	KWB
SCALE:	H: 1" = 80' V: N/A
DATE:	JULY 2016 4319-00
SHEET:	1

Please check each one that you feel is appropriate for your agency.

If you have any comments or objections - please elaborate under item no. 9.

	Approval	Object
1. Lot size of _____	_____	_____
2. Access (Roads, alleys & other public ways)	_____	_____
3. Water Supply	_____	_____
4. Sanitary waste disposal systems	_____	_____
5. Parks and Playgrounds	_____	_____
6. Fire protection facilities	_____	_____
7. Drainage and storm water easements	_____	_____
8. Utility easements (Phone, water, gas, etc.)	_____	X
9. <u>EASEMENTS MUST BE minimum 10'</u> <u>All lots must have a delivery to spec</u> <u>must be permitted through our office</u> <u>All lines and depressions installed as per our spec</u>		

I certify that the above recommendations are adequate for this agency.

RECEIVED

JUL 27 2016

**Benton County
Planning Department**

Signature 

Agency Benton Irrigation District

Date 7-27-16

Project Name La Buena Vida Estates

File No. SUB 2016-005/EA 2016-016



PCM 1.10

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

1250 W Alder St • Union Gap, WA 98903-0009 • (509) 575-2490

August 30, 2016

Clark Posey
Benton County Planning
PO Box 910
Prosser, WA 99350

Re: EA 2016-016

Dear Mr. Posey:

Thank you for the opportunity to comment on the determination of nonsignificance for a 20.9 acre parcel into 15 lots with an average lot size of 1.1 acres, proposed by Dos Cabras Viejas, LLC. We have reviewed the documents and have the following comments.

WATER RESOURCES

In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with one exception. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, industrial purposes, stock watering or for the irrigation of up to one-half acre of lawn and garden are exempt from the permitting process. Water use under the RCW 90.44.050 exemption establishes a water right that is subject to the same privileges, restrictions, laws and regulations as a water right permit or certificate obtained directly from Ecology.

On March 28, 2002 the Washington State Supreme Court ruled that the RCW 90.44.050 permit exemption does not apply where a developer of a residential subdivision proposes multiple wells to serve each lot in the development because in combination, the withdrawal will exceed the exemption criteria.

All water wells constructed shall be in accordance with the provisions of Chapter 173-160 WAC by a driller licensed in the State of Washington. All wells must be located a minimum of 100 feet from any known, suspected, or potential source of contamination and shall not be located within 1,000 feet of the property boundary of solid waste landfills. A well report must be submitted to the Department of Ecology within thirty days after the completion of a well.

If you have any questions or would like to respond to these Water Resources comments, please contact **Jacquelyn Metcalfe** at (509) 457-7148 or email at jacquelyn.metcalfe@ecy.wa.gov.

RECEIVED

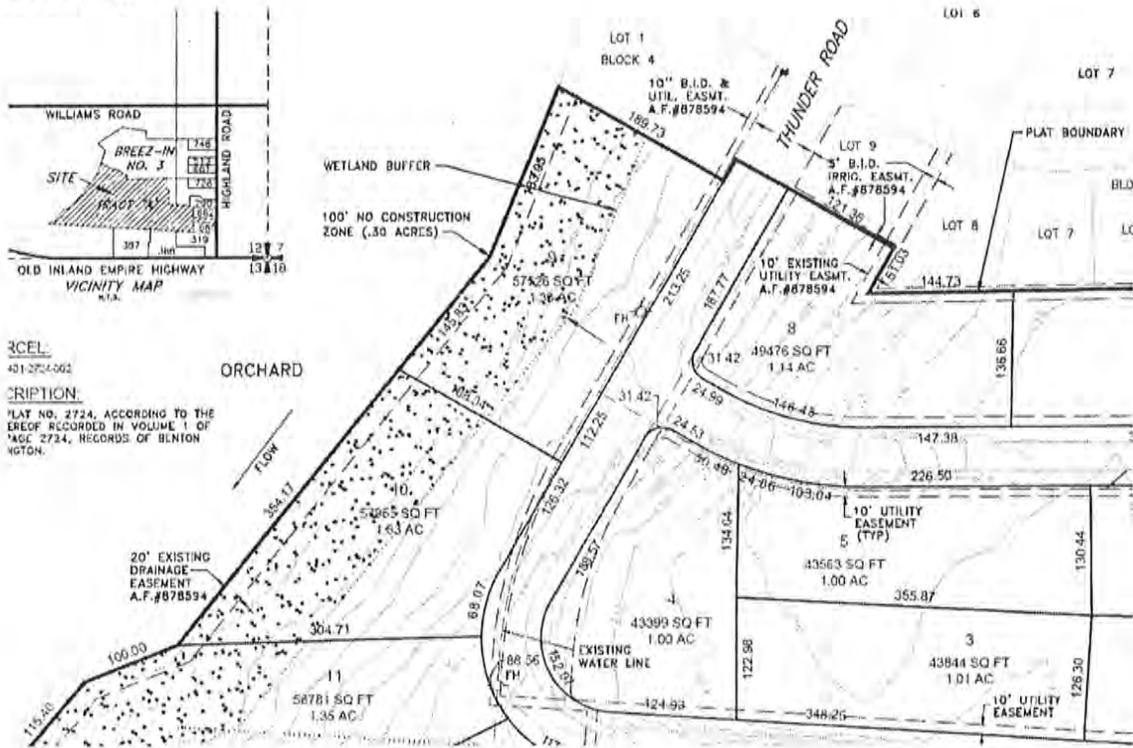
SEP - 2 2016

Benton County
Planning Department



Mr. Posey
August 30, 2016
Page 3

2016 map:



While it is true that there have been a myriad of intrusions into this wetland system since the 2007 wetland report was completed, that does not justify allowance of additional intrusions into the buffer or impacts to the wetland without mitigation. Many jurisdictions require that wetlands and their buffers be set aside into dedicated open space in residential areas order to keep intrusions to a minimum and to protect the integrity of the system without the need to interact with each separate landowner as they variably comply with required setbacks.

Ecology recommends that the County place conditions on the plat approval and/or SEPA document to require the applicant to protect site wetlands with appropriate buffers or mitigation. Ecology would be happy to assist the County in determining what kind of wetland or wetland buffer mitigation (vegetation improvements, retaining walls, stormwater ponds, etc.) should be required in order to develop lots 9 and 10. Please call **Catherine Reed** at (509) 575-2616 or catherine.reed@ecy.wa.gov for assistance if needed.

Sincerely,

Gwen Clear
Environmental Review Coordinator
Central Regional Office
(509) 575-2012
croseacoordinator@ecy.wa.gov

Benton County Fire Marshal's Review of Proposed Planning Applications

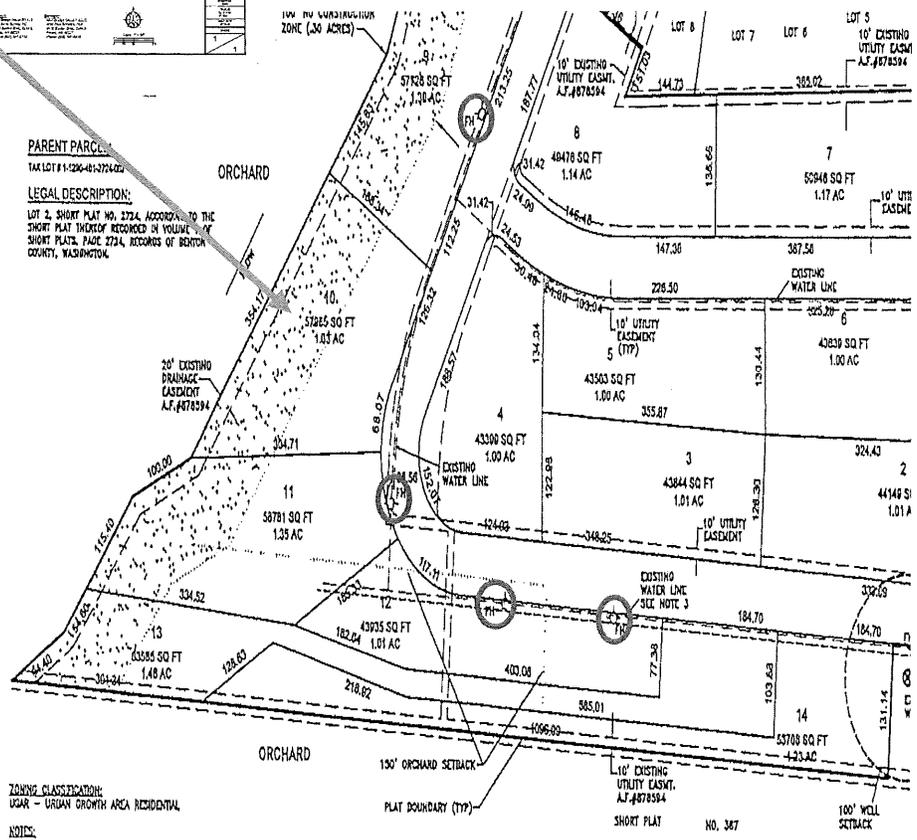
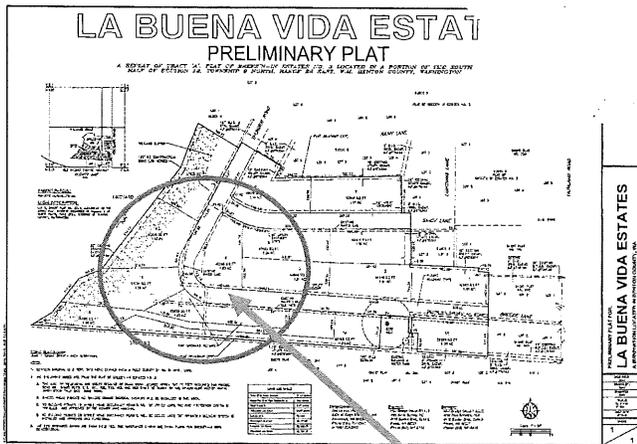
TO: Clark Posey

SUB: 16-05 & EA 16-16

Date Received 7-25-16 Date Returned 8-3-16

Applicant's Comments: Brian Trimble 727-3315 , John Sullins 727-2241, Dos Cabras Viejas, LLC, 8524 W. Gage Blvd, Bldg. A-1 Kennewick, WA 99336, proposes to add 15 lots to Breez'n Estates. The average lot is one acre.

Fire Marshal's Comments: Two fire hydrants will be required. Although the submitted preliminary plat shows four hydrants, in a phone conversation with the developer, I stated the location of the two hydrants will be decided when the water main plans are reviewed by this office. The below plat and the blowup identifies the hydrant locations mentioned above.



Benton County Fire Marshal's Review of Proposed Planning Applications

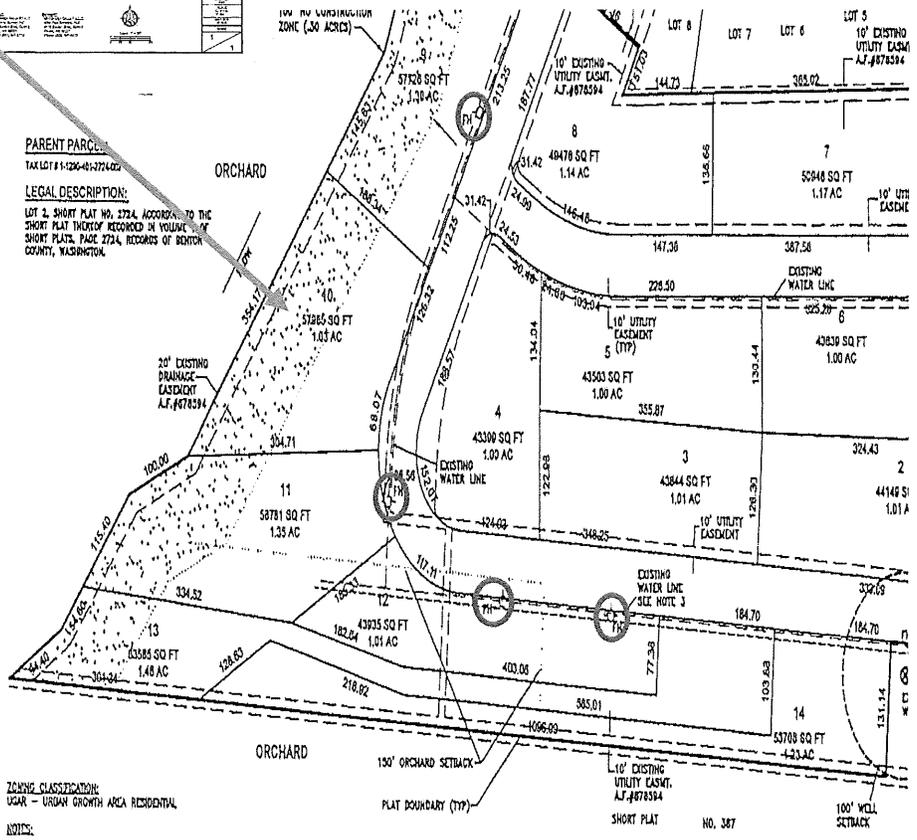
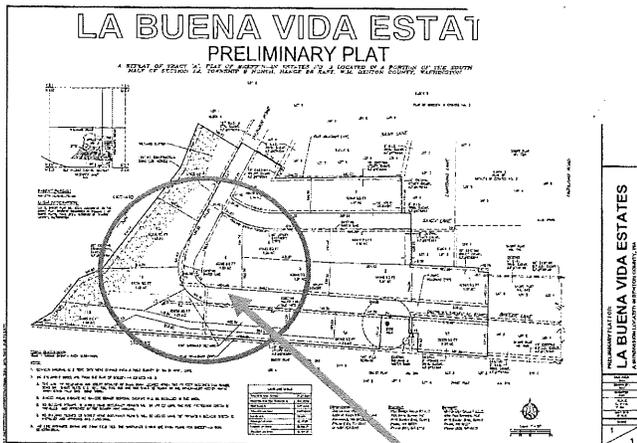
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Benton County Building Department

Steve Brown, Manager

Building Department
 5600 W. Canal Place, Box 105A
 Kennewick, WA. 99336
(509)-735-6555 ext 2415
 From Prosser call 786-5622
 Fax 736-2732

Planning Department
 PO Box 910, 1002 Dudley Ave.
 Prosser, WA. 99350
 (509) 786-5612
 From Tri-Cities call 736-3086
 Fax 786-5629

Benton County Fire Marshal

Policy: Benton County Fire District's Storz Requirements

Date: Monday, June 23, 2008

Purpose:

Provide for a uniform method for meeting the requirements of BCC3.18.036 (a) WATER SYSTEM REQUIREMENTS--FIRE HYDRANTS--GENERAL STANDARDS.

Scope:

This policy is applicable only to pressurized fire hydrants that are installed within the individual Fire Districts of Benton County.

Procedure:

Upon the Benton County Fire Marshal's office receiving an application from the Benton County Planning Department, a review will be conducted to determine if pressurized fire hydrants are required. Prior to approving the fire hydrant system, an inspection will be conducted to determine if the storz fitting complies with Table 1 and Figure 1. Figures 2 through 4 shows the three fittings that are required for each hydrant.

Fire District	Soft Suction Connection	Storz Required
1 (Kenn area)	5"	Yes
2 (B.City Area)	4"	Yes
3 (Prosser)	4"	Yes
4 (W. Rich)	5"	Yes
5	None	No Hydrants
6 (Pat/Ply)	5"	Yes

Table 1

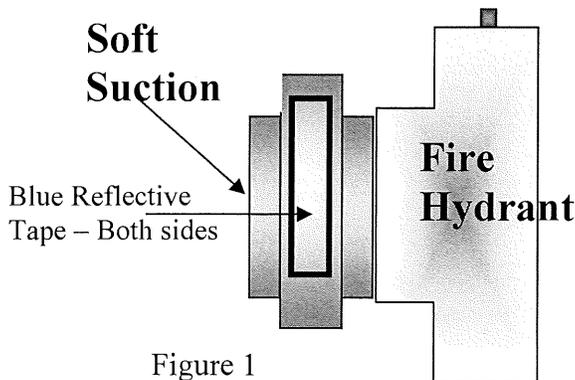


Figure 1



Fig. 2
Storz to hydrant adapter

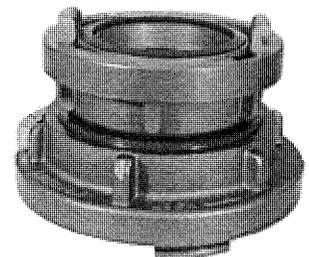
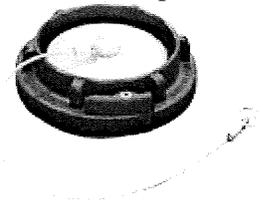


Fig. 3
Storz to storz adapter

Fig. 4
Storz blind cap



Location: Breezin Estates
Date: 8/15/16
Residual/Static Hydrant Location: Next to pump house
Flow Hyd Location: 600' west of Static Hyd

Static Psi	Residual Psi	Pitot Psi
65	28	5

PD1			PD2		
Static	Resd	Psi diff	Static	At 20	Psi diff
65	28	37	65	20	45

500 gpm at 20 psi is required for residential

Fire Flow Available at 20 psi			
Q2 = (Q1 X PD 2/PD1) x .9 Coeff			
	Q1	PD2	PD1
Q2 =	417	7.81	7.03
Q2 =	463	GPM	

Benton County

TO: PLANNING DEPARTMENT
FROM: JEFF LINER
DATE: SEPTEMBER 06, 2016
SUBJECT: ROAD DEPARTMENT COMMENTS LA BUENA VIDA ESTATES PRELIMINARY PLAT
CC: FILE

Road Department
Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954
(509) 786-5611

PCM 1.16

The Road Department has the following comments combined with redlines on our copy of the preliminary plat submittal regarding the plat of La Buena Vida Estates.

1. The Developer shall construct all proposed roads 28' in width using Benton County Standard Detail R-1.
2. The Developer shall submit detailed curve data to the Benton County Road Department that would indicate the center line curve on the proposed portion of Thunder Road is sufficient for 25 mph traffic and accommodate all emergency vehicle apparatus with approval from the Fire Marshal.
3. The Right of Way Curve Radii at all proposed intersections shall be shown and shall be a minimum of 20'
4. The Well Site and eastern portion Breezie Lane are a part of Tract A and shall be included as a part of this Preliminary Plat.
5. The Portion of Breezie Lane that is currently a shared access shall be Dedicated as County Right of Way.
6. All existing infrastructure shall be brought up to current County standards. (See Benton County Standard Plans)
7. All current easements that fall within the proposed County right of way shall be vacated. The utilities will exist in the County right of way under their Franchise agreement.
8. The developer shall add the following note to the Plat.
 - a. No building or FAS occupancy permit shall be issued for any lot within this plat until a road approach permit for that lot has been obtained from the Benton County Road Department.
9. At the time of Project completion, the Developer shall supply the Benton County Road Department with coordinates of all monuments and utility structures in a .csv and .dwg file format using State Plane NAD 83 HARN WA South Survey feet.
10. A legend shall be added to the preliminary plat showing line types and blocks.
11. The easement line on lot 4 shall be parallel with the Right of Way lines.
12. All Right of Way widths shall be shown with dimensions on the Preliminary Plat.

RECEIVED
SEP - 6 2016

Benton County
Planning Department

WETLAND DELINEATION REPORT

for the
BENTON CITY PROPERTY
located in
Section 12, T9N, R26E
Benton County, WA
June 15, 2007

~~File No. SUB 07-10
Date 5-15-08
Exhibit No. 9
Received by dij~~

Received via Email from
Brian Trimble

August 24, 2016

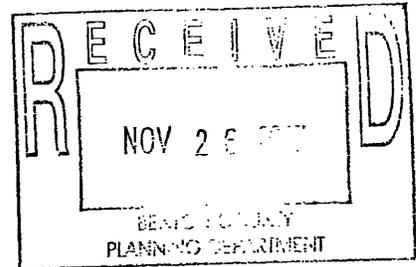
Benton County Planning
Dept.



Biology
Soil &
Water, Inc.

WETLAND DELINEATION REPORT

for the
BENTON CITY PROPERTY



site located in
Section 12, T9N, R26E
Benton County, WA

MacKay & Sposito, Inc.
Contact Person: Tim Nessinger
3321 W. Kennewick Avenue, Suite 220
Kennewick, WA 99336
Phone: (509) 374-4248
Fax (509) 374-4267

Investigated by

Biology Soil & Water, Inc.
Contact Person: Larry Dawes
W. 725 Chelan
Spokane, WA 99205
Phone (509) 327-2684
Fax (509) 327-4742

Figure 2

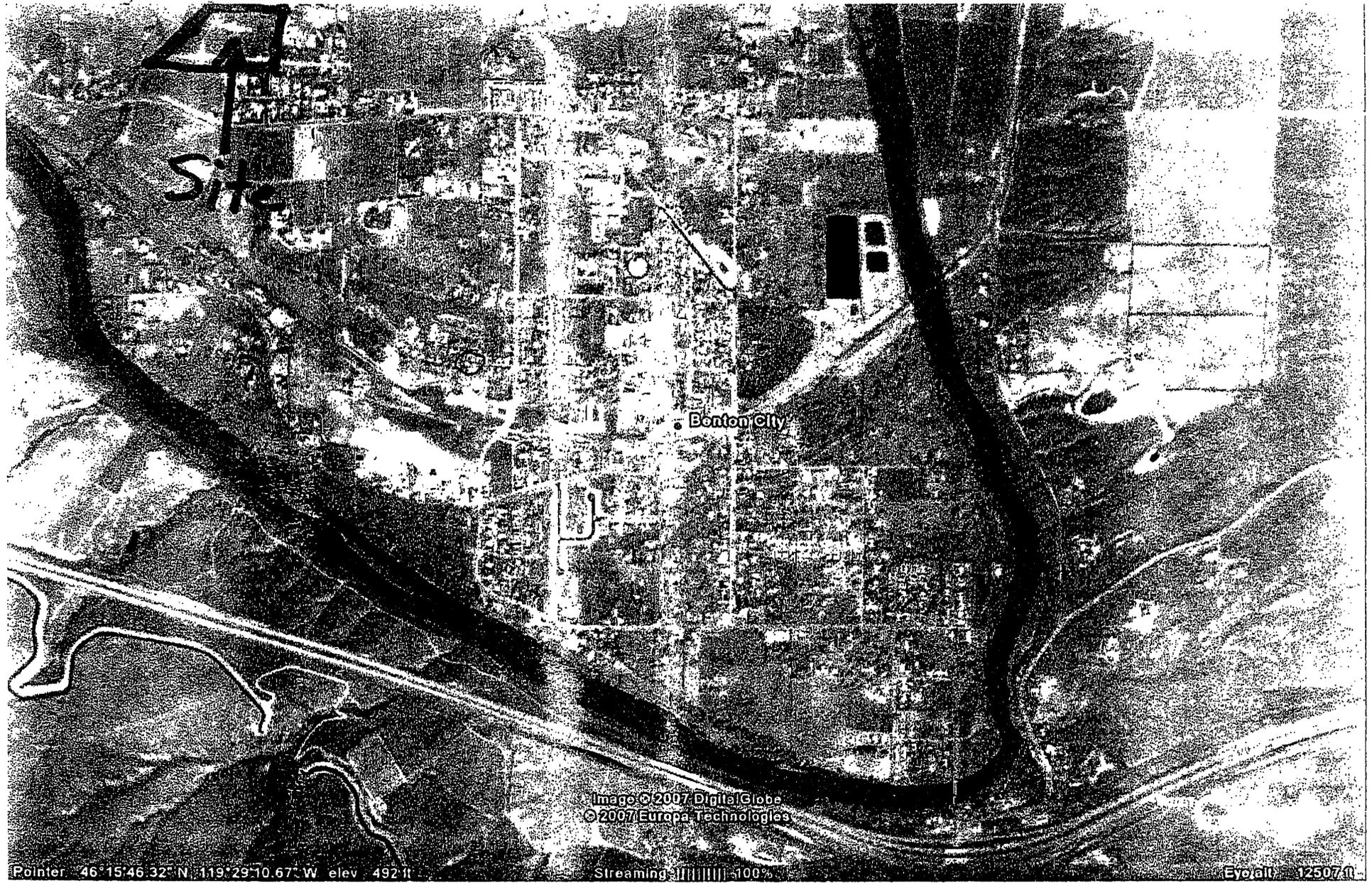
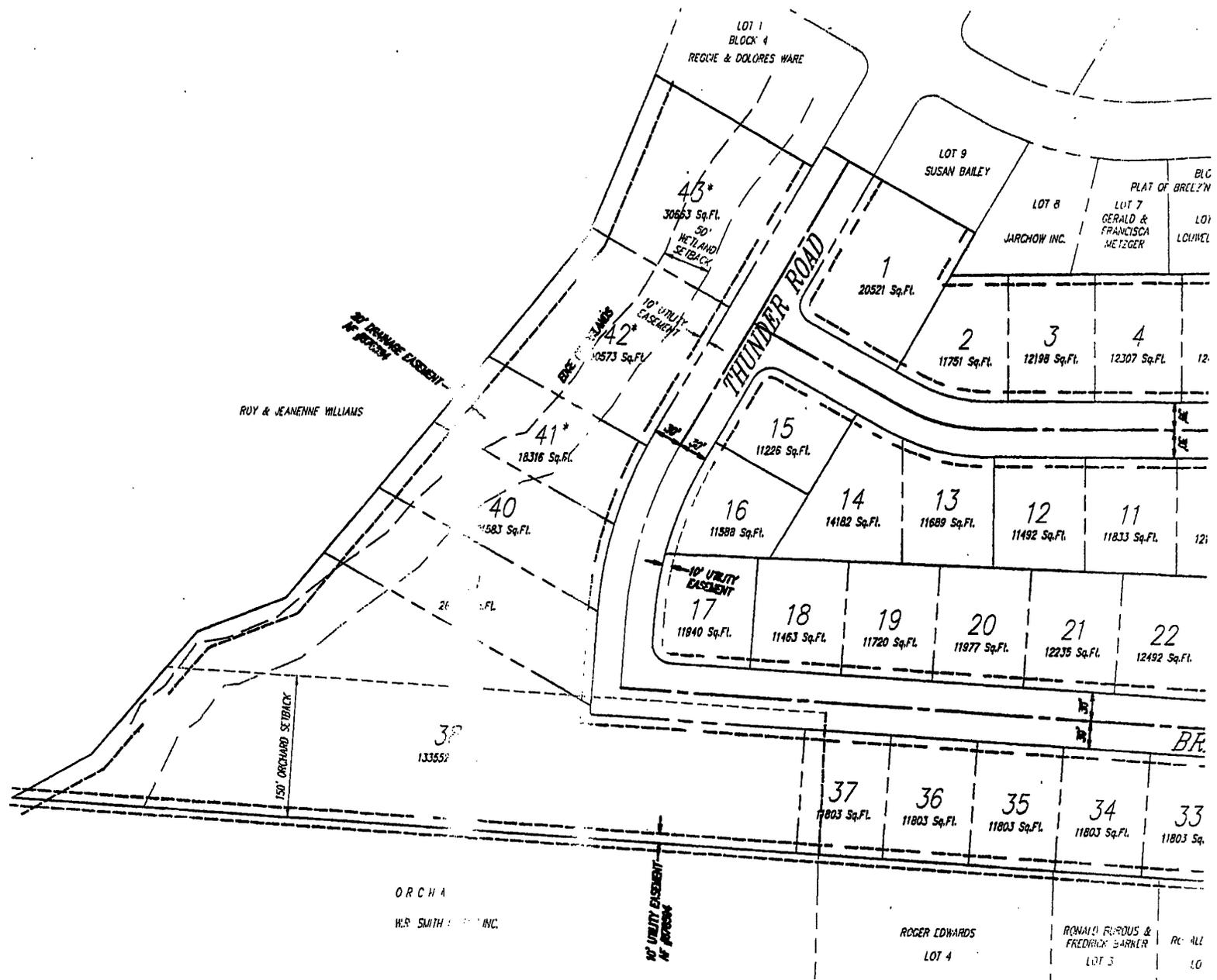


Figure 3



3.1 VEGETATION

The investigator performed vegetation plot sampling along the moisture gradient to insure that all vegetative communities were represented and to help identify the wetland border. When possible, each plant was identified to species using the taxonomic keys in *Flora of The Pacific Northwest* (Hitchcock and Cronquist, 1994). All members of each vegetative community were recorded on a numbered field data sheet (Appendix 4).

The relative percentage of cover of each vegetative species was recorded on the field sheet to quantify dominant plant species and characterize the tree, shrub, and herbaceous vegetative communities within each plot. The indicator status (Appendix 1) of each species was recorded and a wetland determination for the vegetation criteria was made on the data sheet. The vegetative plots coincide with test hole locations.

3.2 HYDRIC SOILS

Numerous test holes were explored on the site. Data from two representative holes were documented on field sheets. The approximate location of the test hole was plotted with a dot and the test hole number on the Wetland and Test Hole Location Map of the project area. Test holes were excavated with a spade to a minimum depth of 20 inches where possible. Soils were characterized with the help of Muncel Soil Color Charts (Kollmorgen, 1992). The soils were examined in the upper part of the soil profile for hydric soil indicators (Appendix 2) including: hydrogen sulfide gas, rizospheres, gleyed soil, aquic moisture regime, chroma of 2 accompanied by distinct or prominent mottles, or chroma of 1 accompanied by a depleted soil matrix. Soils with some of these characteristics were found on the site.

3.3 HYDROLOGY

The investigator relied on strong field evidence of wetland hydrology to make the wetland boundary determination. This field evidence was in the form of: soils with a chroma of 2 accompanied by redoximorphic features; soil properties; drainage patterns; water marks; professional interpretation of the effects of hydrology on site soil chemistry and vegetative communities (Appendix 4); and the topography or elevational contours of the landscape relative to the water table.

3.4 ORDINARY HIGH WATER MARK DELINEATION

The process of delineating the annual high water line of a riparian channel is somewhat different than the process of delineating a wetland. Hydrophytic vegetation, hydric soils, water marks, alluvium, and drift lines are all evaluated in determining the annual high water line. The Federal Manual for the Delineation of Jurisdictional Wetlands, (Corp of Engineers, 1987) and the Washington State Wetlands Identification and Delineation Manual (Department of Ecology Publication #96-94, March 1997) were used as guidelines and references for the investigation.

The investigators evaluated vegetation along the moisture gradient to help identify the riparian zone of influence. The relative percentage of cover of each vegetative species was estimated in the field to quantify dominant plant species, characterize the tree, shrub, and herbaceous vegetative communities, and identify the zone of influence. When possible, each plant was identified to species using the taxonomic keys in *Flora of the Pacific Northwest* (Hitchcock and Cronquist, 1994).

4.0 DATA SUMMARY

4.1 VEGETATION

The following tables summarize vegetative species observed on the site:

Table 1. Plant species identified on the site that are not indicators of wetlands.

Common Name	Indicator Status	Scientific Name
Herbs:		
yarrow	FACU	<i>Achillea millefolium</i>
spotted knapweed	NI	<i>Centaurea maculosa</i>
bull Thistle	FACU	<i>Cersium vulgare</i>
willow weed	NI	<i>Epilobium watsonii</i>
northern buckwheat	NI	<i>Eriogonum compositum</i>
toadflax	NI	<i>Linaria dalmatica</i>
prickly lettuce	FACU	<i>Lactuca serriola</i>
dalmatian toadflax *	NI	<i>Linaria dalmatica</i>
tumble mustard	FACU-	<i>Sisymbrium altissimum</i>
yellow salsify	NI	<i>Tragopogon dubius</i>
mullein	NI	<i>Verbascum thapsus</i>
Wetland Herbs		
showy milkweed	FAC+	<i>Asclepias speciosa</i>
scouring-rush	FACW	<i>Equisetum hyemale</i>
mint	FACW	<i>Mentha piperita</i>
bulrush	FACW	<i>Scirpus acutus</i>
cattail	FACW	<i>Typha latifolia</i>
nettles	FAC+	<i>Urtica dioica</i>
Grasses:		
quack grass	FAC-	<i>Agropyron repens</i>
bluebunch wheatgrass	UPL	<i>Agropyron spicatum</i>
basin wild rye	FAC	<i>Elymus cinereus</i>
Idaho fescue	NI	<i>Fescuta idahoensis</i>
canary grass	FACW	<i>Phalaris arundinacea</i>
Sandberg bluegrass	NI	<i>Poa secunda</i>
Bottlebrush squirreltail	FACU-	<i>Sitanion hystrix</i>
Needle-and-thread	NI	<i>Stipa comata</i>
Shrubs:		
big sagebrush	NI	<i>Artemisia tridentata</i>
wild rose	FACU	<i>Rosa woodsii</i>
blackberry	NI	<i>Rubus sp.</i>
willow	FAC	<i>Salix spp.</i>

FAC+ = More frequently found in wetlands

FAC- = Less frequently found in wetlands

4.2 Soils

Sheet #21 of the USDA Soil Conservation Service (SCS), Benton County Area Soil Survey Report dated July 1971 (Figure 4: USDA-SCS Soil Survey Map) is used as a reference for the soils information at the site. However, due to the scale of the soil maps, the soil information is only helpful for general planning purposes. The soil survey information is not detailed enough for the identification of Hydric soils in all areas. In fact, some of the areas where hydric soils are found are too small to be delineated at the scale of the soil maps. Even if they were identified on the maps, the exact location of the hydric soil boundary must be delineated in the field and surveyed to identify the position and size of the wetland. According to the SCS Soil Survey Maps, the soils mapped and named at this site are:

WdA - Warden silt loam, 0 to 2 % slopes

WdB - Warden silt loam, 2 to 5 % slopes

WdC - Warden silt loam, 5 to 8 % slopes

The Warden series soils are well drained, medium textured soils on uplands developed under bunchgrasses in a mantle of windblown deposits over reworked lacustrine material. The surface layer is dark brown or dark grayish brown silt loam or sandy loam about 9 inches thick. The subsoil is a dark grayish-brown silt or sandy loam that grades into calcareous silt loam at depths greater than 19 inches.

Typically the wetland surface soils on the site are dark brown sandy loam 10YR 4/2 a depth of 16-18 inches. The top six inches of soil has a dense mass of fine roots. From 8-11 inches there are many small faint mottles. From 11-16 inches there are large common distinct 10YR 3/6 mottles.

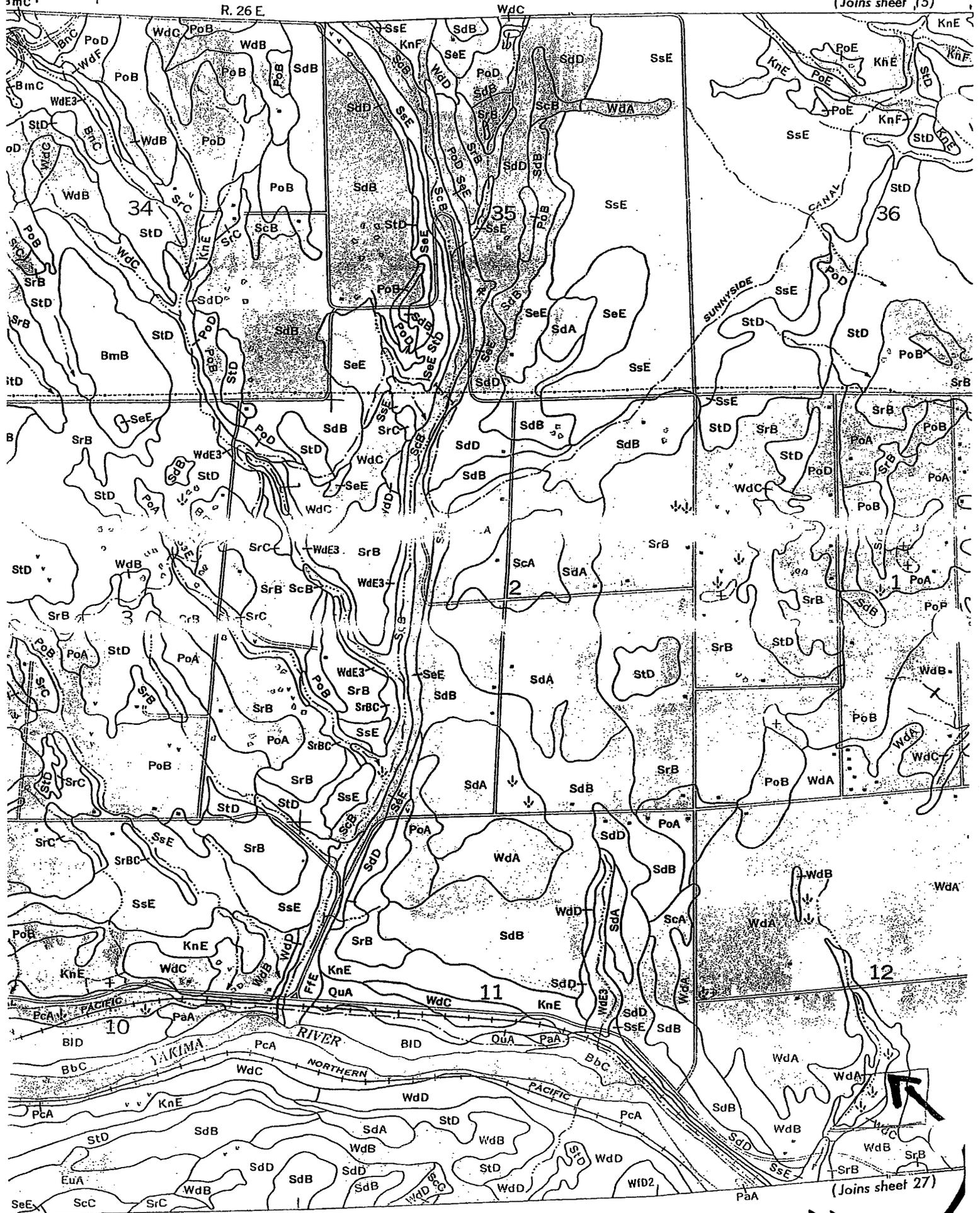
In upland landscape positions, the surface soils are typically 10YR 3/2 fine sandy loams in the top eight inches over 10Yr 4/2 fine sandy loam subsoils to a depth of 16-18 inches.

4.3 HYDROLOGY

When the wetlands were delineated in June 15, 2007, soil saturation was an indicator for the wetland hydrologic criteria due to the steady input of irrigation water. The investigator relied on strong collaborating field evidence of wetland hydrology to make the wetland boundary determination. This field evidence was primarily in the form of: water marks, drainage patterns, soils with a chroma of 2 accompanied by a depleted soil matrix; mottles, soil properties; and professional interpretation of the effects of hydrology on site soil chemistry and vegetative communities (Appendix 4).

5.0 RATIONALE FOR WETLAND AND OHWM DETERMINATIONS

The wetland boundary and stream Ordinary High Water Mark were both delineated in the field. A 50-foot buffer is assigned to both the stream and to the wetland. The delineated slope wetland is identified by pink flags with the words WETLAND BOUNDARY printed in large black letters. The OHWM was delineated with orange flagging material with the words RIPARIAN MANAGEMENT ZONE printed on the flags in large black letters. The wetland and OHWM flags were surveyed in the field.



Site

Although the stream does meander onto the subject property in some locations, most of the actual stream channel occurs on adjacent property to the west along most of the property line. However, the 50-foot riparian buffer extends onto the subject property. The wetland parallels the stream and does occur on the subject property so the 50-foot wetland buffer extends landward (east) farther onto the subject property than the riparian buffer. Where both a riparian buffer and a wetland buffer apply to the subject property, the most restrictive buffer boundary was plotted on the attached site plan map. The buffer that extends further landward (east) is shown on the map.

5.1: WETLAND DELINEATION

A wetland determination is based on the presence or absence of hydric soils, hydrophytic vegetation, and wetland hydrology. Numerous test holes were excavated on the site. Representative test holes were marked with a wooden stake. The soils were examined in the upper part of the soil profile for hydric soil indicators including: hydrogen sulfide gas, rizospheres, gleyed soil, aquic moisture regime, chroma of 2 accompanied by distinct or prominent mottles, or chroma of 1 accompanied by a depleted soil matrix. Soils with some of these characteristics were found on the site.

At locations inside the wetland, the surface soils are typically 10yr 4/2 sandy loams with mottles in the upper 16 inches of the soil profile. Soils in upland landscape positions are 10YR3/2 fine sandy loam and support a distinctly upland plant community dominated by tall sage and bunchgrasses. The upland/wetland edge is well defined by a distinct change in the vegetative community.

5.2: OHWM DELINEATION

BSW followed the well-defined methodology for delineating the OHWM of a stream and preparing a Riparian Delineation Report. High water effects on vegetation, alluvium in soils, water marks on woody vegetation, and drift lines are all evaluated in determining the OHWM. The OHWM is defined as the process of ascertaining where the presence and action of waters are so common and usual, and so long continued in **NORMAL** years, as to mark on the soil a character distinct from that of the abutting upland in respect to vegetation.

An OHWM delineation is based on evidence of high water during a normal year. The investigator relied on strong field evidence of wetland hydrology to make the riparian boundary determination. This field evidence was in the form of: soils with a chroma of 2 accompanied by redoximorphic features; soil properties; drainage patterns; water marks; professional interpretation of the effects of hydrology on site soil chemistry and vegetative communities; and the topography or elevational contours of the landscape relative to the stream channel.

In some areas a well-defined vertical channel bank forms a distinct high water line. In other areas within the zone of stream influence the channel is wider and less well defined so flood deposited alluvium, topographic contours, and vegetative communities defined the OHWM of the stream channel.

6.0 CRITICAL AREAS, CATEGORIES, AND BUFFERS

<u>Type</u>	<u>Category</u>	<u>Buffer Width</u>
Wetland	Category 3	50 feet
Riparian Area	Creek	50 feet

*Wetland and Stream categories were determined with the assistance of the Benton County Code Title 15; Protection of Critical Areas and Resources and *Washington State Wetlands Rating System for Eastern Washington* (DOE, revised Aug 2004).

7.0 LIMITATIONS

Work for this report was prepared in accordance with generally accepted professional practices. The results of this report are based on the data collected. These results may not reflect conditions at locations that were not sampled. This report is not intended to represent a legal opinion. Specifically, there is no positive or negative recommendation towards the purchase, sale, lease, or construction on the subject property. No warrant, expressed or implied, is made.

 6-15-07
Larry Dawes, MS Date
BSW Principal Biologist

REFERENCES CITED

Corp of Engineers Wetlands Delineation Manual. Technical Report Y-87-1, US Army Engineer Waterways Experiment Station, Vicksburg, Miss. January 1987.

Federal Manual for Identifying and Delineating Jurisdictional Wetlands: U.S. Department of the Interior - Fish and Wildlife Service. January, 1989.

Hitchcock, C.J and A. Cronquist. 1994. *Flora of the Pacific Northwest*. University of Washington Press, Seattle, WA.

Hydric Soils of the State of Washington. 1988.

U.S. Department of Agriculture (USDA) Soil Conservation Service (SCS), Benton County WA Soil Survey, 1971.

U.S. Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS), *Field Indicators of Hydric Soils in the United States*, Version 3.2, July, 1996.

Reed, Porter B. *National List of Species that Occur in Wetlands*: U.S. Department of the Interior - Fish and Wildlife Service. January 1988 and 1995 update.

Munsell Soil Color Charts. Kollmorgen Corp. Baltimore. 1992.

Washington State Wetlands Identification Manual. DOE March 1997.

APPENDIX 1

HYDROPHYTIC VEGETATION

Definition of indicator status: One of the categories (e.g. OBL) that describes the estimated probability of a plant species occurring in wetlands.

INDICATOR CATEGORIES (Reed, 1988 and 1993)

Obligate Wetland (OBL). Occur almost always (estimated probability >99%) under natural conditions.

Facultative Wetland (FACW). Usually occur in wetlands (estimated probably 67%-99%), but occasionally found in nonwetlands.

Facultative (FAC). Equally likely to occur in wetlands or nonwetlands (estimated probability 34%-66%).

Facultative Upland (FACU). Usually occur in nonwetlands (estimated probability 67%-99%), but occasionally found in wetlands (estimated probability 1-33%).

Obligate Upland (UPL). Occur in wetlands in another region, but occur almost always (estimated probability >99%) under natural conditions in nonwetlands in the region specified. If a species does not occur in wetlands in any region, it is not on the National List.

APPENDIX 2

HYDROLOGY

A site must be "inundated or saturated at least 5% (consecutive days) of the growing season in most years" or "saturated for >12.5% of the growing season" in order to satisfy the criteria for wetland hydrology. Growing season is defined as "the average (5 out of 10 years) number of consecutive days that the air temperature is at least 28 F" (Corp of Engineers, 1987).

Free oxygen must be available to the roots of many plants during the growing season. When soils are completely water-saturated, anaerobic or low oxygen conditions exist where microbial respiration products like chemically reduced forms of iron, manganese, and sulfur ions abound in concentrations that are lethal to many plant species. Hydrophytes have adaptations for coping with these conditions while other species have varying degrees of tolerance. The dynamic nature of wetland hydrology and differences among species in recruitment requirements along the moisture gradient also contribute to differences in species distribution in the wetland.

APPENDIX 3

HYDRIC SOILS

"A hydric soil is a soil that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part. Hydric soils that occur in areas having positive indicators of hydrophytic vegetation and wetland hydrology are wetland soils.

Mineral hydric soils are those periodically saturated for sufficient duration to produce chemical and physical properties associated with a reducing environment. They are usually gray and/or mottled immediately below the surface horizon or they have thick, dark-colored surface layers overlying gray or mottled subsurface horizons. Mineral soils will either be gleyed or will have contrasting mottles and/or low chroma matrix" (USDA, 1997).

- a) "All Histosols except Folists; or
- b) Soils in Aquic suborder, great groups, or subgroups, Albellic suborder, Aquic subgroups, or Cambic subgroups that are:
 - 1) Somewhat poorly drained with a water table equal to 0.0 ft. during the growing season, or
 - 2) Poorly drained or very poorly drained and have either:
 - a) A water table equal to 0.0 feet during the growing season if textures are coarse sand, or fine sand in all layers within 20 inches, or for other soils
 - b) A water table that is at less than or equal to 0.5 feet from the surface during the growing season if permeability is equal to or greater than 6.0 inches per hour in all layers within 20 inches, or
 - c) The water table is at less than or equal to 1.0 feet from the surface during the growing season if permeability is less than 6.0 inches per hour in any layer within 20 inches, or
 - c) Soils that are frequently ponded for long or very long duration during the growing season; or
 - d) Soils that are frequently flooded for long duration or very long duration during the growing season."

APPENDIX 4

DATA FORM I - ROUTINE WETLAND DETERMINATION SHEETS

DATA FORM I: ROUTINE WETLAND DETERMINATION

Test hole # 1 (IN)

Associated with Wetland # 1 Project/site Section 12, T9N, R26 of Benton County Date 6/15/07

Investigator: Larry Dawes Normal environmental conditions? yes no Has site been significantly disturbed? yes no

Explain: _____

VEGETATION*****

Veg Strat	Common Name	Scientific name	Ind Stat	% rel Cover	percent dominants
	hoise tail	Equisetum hymale	FACW	40	} 60
	Showy milkweed	Asclepias speciosa	FACT	5	
	hemlock	Conium maculatum	FACT	5	
	cattail	Typha latifolia	FACW	5	
	bulrush	Scirpus acutus	FACW	5	
	quack grass	Agropyron repens	FAC-	40	} 60
	Willow	Salix sp	FAC+	60	
	blackberry	Rubrus sp	NI	40	

Percentage of dominant species OBL, FACW, & FAC tree NA shrub 60 herb 60
 Percent total dominants: 60 Hydrophytic vegetation present? yes no

Comments: _____

Depth to free water in test hole NI Depth to saturated soil 16 Local soil survey NI Water stained leaves NI

FAC neutral NI Water marks NI Drift lines NI Drainage patterns NI Sediment deposits NI

Oxidized root channels <12 inches NI Is wetland hydrology present? yes no

Comments: _____

Horizon	Depth (inches)	Matrix Color	Mottle Color	Mottle Abundance	Texture, Moisture
A	0-8	10YR 4/2			SyLm
B ₁	8-11	10YR 4/2	many fine faint mottles		SyLm
B ₂	11-16	10YR 4/2	10YR 3/6	Large, Common	Distinct mottles SyLm

Hydric soil indicators:

Histisol NI Histic epipedon NI Sulfidic odor NI Concretions NI Aquic moisture regime NI
 Gleyed or low chroma colors NI Reducing conditions NI High organic content in surface layer of sandy soils NI
 Organic streaking in sandy soils NI Listed on local hydric soils list NI Listed on national hydric soils list NI
 Redoximorphic features NI Other (Explain) NI

Hydric soils present? yes no Comments: _____

WETLAND DETERMINATION:

Hydrophytic vegetation present? yes no Rationale: _____
 Wetland hydrology present? yes no
 Hydric soils present? yes no
 Is the sampling point in a wetland? yes no

PRELIMINARY REVIEW OF DEVELOPMENT DRAINAGE SYSTEM DESIGNS

La Buena Vida Estates

(Proposed Development Name)

Section 12 Township 9 Range 26

(Submittal Date) (Submitted By) (Phone)

(Approval Date) (Approved By)

RECEIVED

Submittal Content Shown on Topographic Map:

JUN 29 2016

Benton County
Planning Department

- 1. Type of Development.
- 2. Vicinity Map.
- 3. North Arrow.
- 4. Scale (reasonable, but never greater than 1:62,500).
- 5. Contour Interval (reasonable, but never greater than 20').
- 6. Shows the boundaries of the Total Drainage Basin that the proposed Development is located within.
- 7. Shows the location and boundaries of the proposed Development.
- 8. Shows all Throughflow areas tributary to the Development, their entry location, and their conveyance means.
- 9. Shows all existing ponding areas and drainage channels, either natural or manmade, within the Development boundaries.
- 10. Shows the proposed Outflow locations from the Development and where each one flows to.
- N/A 11. Shows the Natural State highwater zone.
- N/A 12. Shows the Ultimate State highwater zone.
- 13. Shows, for the Development as a whole, a preliminary Surface Water Runoff Inventory/Balance in tabular form as suggested in Figure 3 on Page 3-2 of the Hydrology Manual.

**Benton County Development
Preliminary Drainage System Design Review**

For

La Buena Vida

Section 12, Township 9, Range 26 E, Benton County, Washington

Owner:

Dos Cabras Viejas, LLC
8524 W. Gage Blvd., Suite A-1 #315
Kennewick, WA 99336
John Sullins
(509) 727-2241

Engineer:

HDJ – A Division of PBS
6115 Burden Blvd., Suite E
Pasco, WA 99301
Contact: Kevin Barney, PE
(509) 547-5119

General Overview:

The site is located west of Highland Road and north of the Old Inland Empire Highway in the south half of Section 12, Township 9, Range 26 E in Benton County, Washington. This project will seek to develop approximately 21 acres into a rural residential subdivision.

The property is anticipated to be developed into 15 lots, each with duplex residences, and 1 lot dedicated to an existing well, tank, and pump facility.

Natural State:

The existing site topography falls in a southwesterly direction at slopes varying between 1% and 9%, with an area in the western portion of the site that is depressed at a steeper slope. The site lies within two drainage basins. The first basin is in the eastern half of the site and is made up of sub-basins A, B, and C. This basin drains toward the Old Inland Empire Highway. The second basin, Basin D, is made up of the western half of the site and drains toward a wetland area that drains into the Yakima River.

Ultimate State:

East Basin:

Basin A is currently developed with local roads and ¼ acre or larger residential lots. Due to the large pervious areas on these lots and the soil type in the area, a large volume of runoff is anticipated to infiltrate on-site prior to reaching neighboring basins. Basin B, part of the proposed development, is currently undeveloped vacant land with native vegetation. Basin B will be developed into duplex residential lots. These lots will also have large pervious surface areas and, due to the soil type, it is anticipated that runoff into neighboring basins will be minimal. In addition to surface infiltration, drywells and/or roadside ditches may be used to address roadway or lot runoff, as needed. Basin C is currently developed with ¼ acre or larger residential lots with large pervious areas. Similar to Basin A, runoff from Basin C is anticipated to be infiltrated into surface soils. Storm water runoff from these three sub-basins generally flows in a southwesterly and southerly direction.

West Basin:

Basin D is part of the proposed development and is currently undeveloped vacant land. This basin contains the west portion of the property to be developed into duplex residential lots that will have large pervious areas. Due to the existing surface contours in this basin, runoff is isolated from the other sub-basins and storm water runoff generally flows in a westerly direction toward the existing creek that flows into the Yakima River. Similar to Basin B, drywells and/or roadside ditches may be used to address roadway or lot runoff, as needed.



VICINITY MAP
NOT TO SCALE



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Internet: www.hdjdesigngroup.com

LA BUENA VIDA

Scale: N/A

Date: 06/01/16

VICINITY MAP

Reference: -

HD Job #: 4319-00

Drawing: 4319-00_BasinAreas.dwg

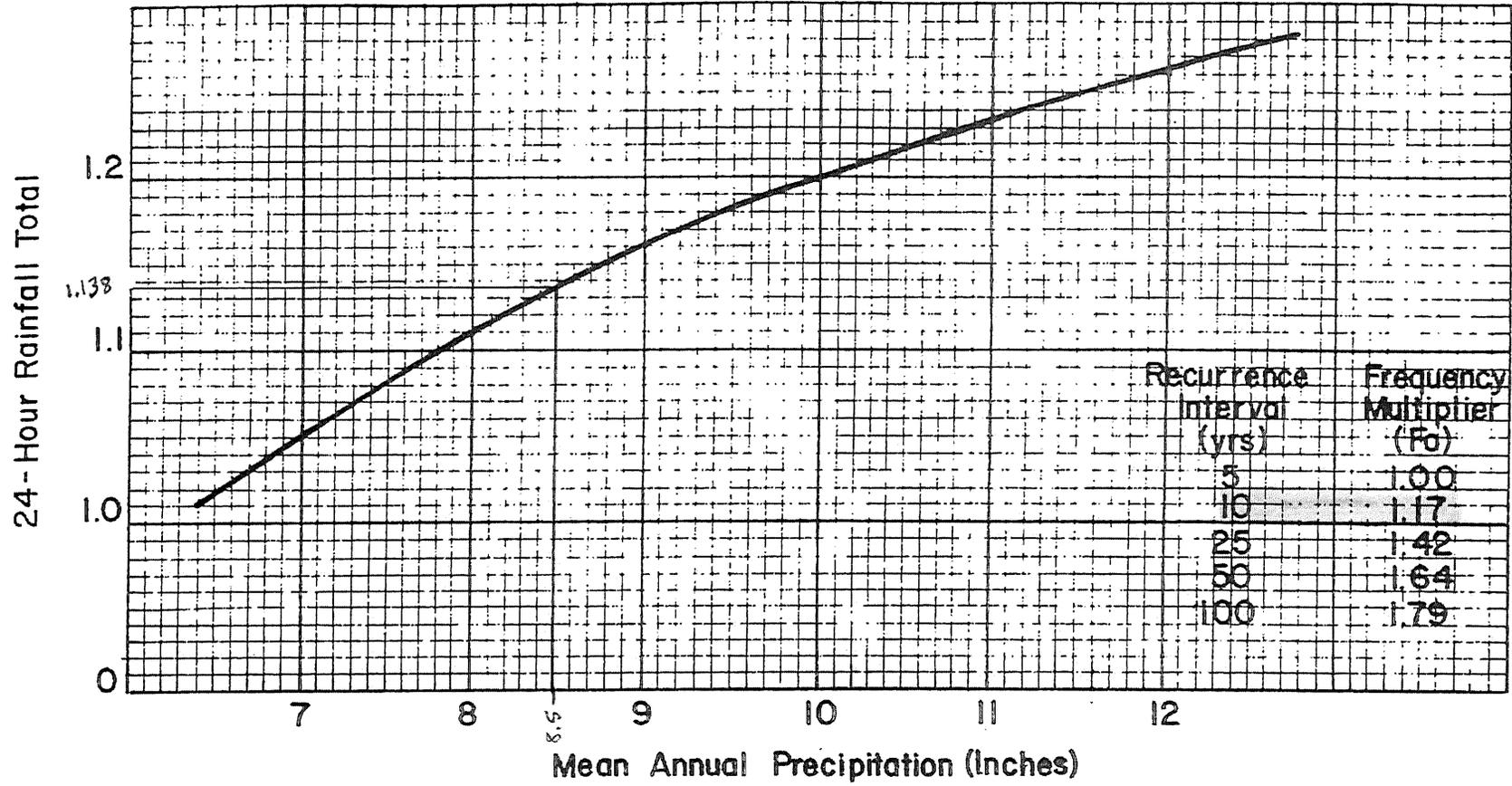
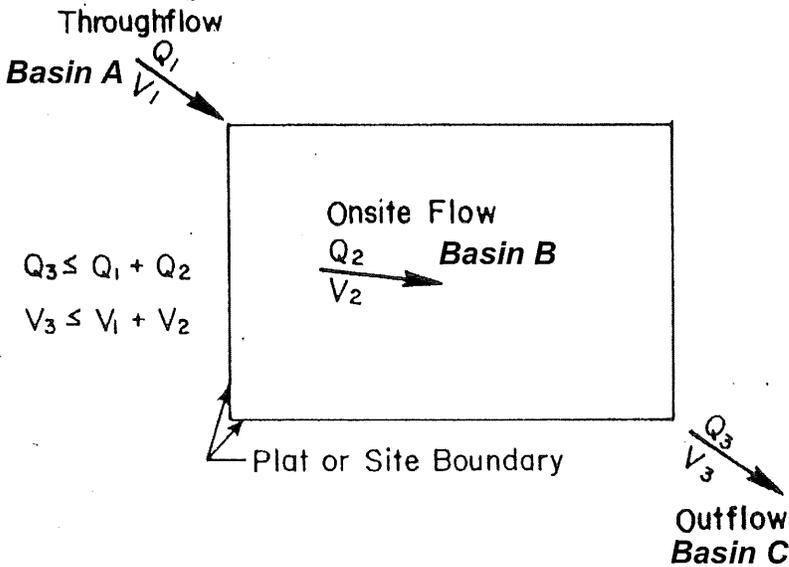


Figure 9 -24-Hour Rainfall Total at 5-year Recurrence Interval versus Mean Annual Precipitation for Benton County

(Data derived from several sources by AEC)

Figure 3 - Surface Water Runoff Inventory/Balance



Runoff Goals:

- 1) All values of Q and V should be kept at practical minimums.
- 2) "Controlled Q₃" should approach the "Natural State Q₃" as closely as practical, using Retention and Detention facilities on site to reduce Q₁, V₁, Q₂ and V₂.
- 3) Necessary maintenance must be regularly accomplished on all facilities comprising the "Total Drainage Plan".

RUNOFF PARAMETER	RUNOFF BASIN STATE		
	Natural	Ultimate	Controlled
Peak Flow:		(See "g" Below)	(See "g" Below)
Q ₁ Basin A	2.45 cfs	6.58 cfs	2.40 cfs*
Q ₂ Basin B	2.14 cfs	5.98 cfs	2.10 cfs**
Q ₃ Basin C	3.99 cfs	10.10 cfs	3.90 cfs*
Total Volume:		(See "g" Below)	(See "g" Below)
V ₁ Basin A	9,849 cf	21,340 cf	11,500 cf*
V ₂ Basin B	10,332 cf	22,160 cf	11,900 cf
V ₃ Basin C	12,843 cf	25,685 cf	12,900 cf*

Where:

- a) Q₁, Q₂, Q₃ are Peak Runoff Flow Rates in cubic feet per second.
- b) V₁, V₂, V₃ are Total Runoff Volumes in cubic feet.
- c) Basin "Natural State" means 0% "Development".
- d) Basin "Ultimate State" means 100% "Development".
- e) Basin "Controlled State" means that the "Ultimate State" runoff parameters have been reduced as much as practical by incorporating "Retention" and "Detention" facilities into the design of the "Total Drainage Plan" within the plat or site boundaries.
- f) "Total Drainage Plan" means the final arrangement of all facilities designed within the plat or site boundaries, intended to deal with surface water runoff, including maintenance schedules.
- g) In areas where zoning/planning has not been accomplished, the determination of these values will require professional judgment regarding what "Ultimate State" should be assumed to be until better guidelines can be developed.

TABLE 3

RATIONAL FORMULA METHOD
PEAK RUNOFF RATE
FINAL DESIGN COMPUTATIONS

Project Name: La Buena Vida Estates

Location: West of Highland Road - Section 12, Township 9, Range 26

Design Engineer: HDJ - A Division of PBS - Kevin Barney, PE

Date of Calculations: May 31, 2016

Basin Designation: Basin A

BASIN CONDITION: (circle one) Natural or Ultimate

1. Drainage Area "A" 10.2 acres

OVERLAND FLOW TIME OF CONCENTRATION:

2. Average slope "S" 0.02 foot/foot

Ground condition (verbal description) Sage and brush.

3. Roughness coefficient: (circle one) K n = 4.7

4. Overland flow distance "L": 904 feet

5. Overland flow equation $T_c = \frac{L}{60[K*(S_0)^{1/2}]}$ = $\frac{904}{60[4.7*(0.02)^{1/2}]}$
(or include copy of graph used)

6. Overland flow time of concentration "T_c" 22.7 minutes
Use 23

CHANNELIZED FLOW TIME OF CONCENTRATION:

For flow in well-defined channel, determine time of concentration from measured lengths, cross-sections and slopes and submit necessary calculations and drawings.

7. Channelized flow average slope "S" _____ foot/foot

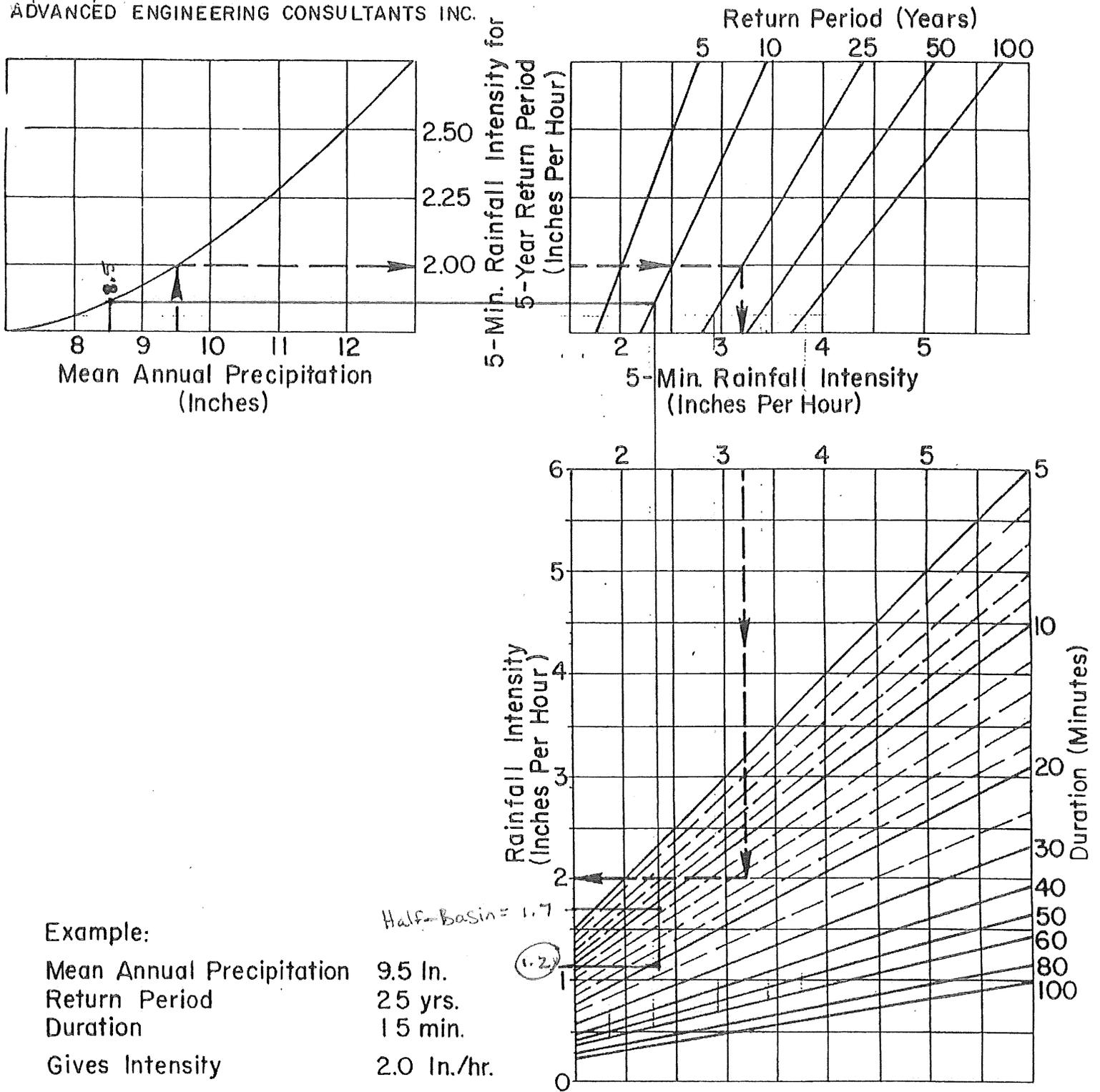
8. Channelized flow distance "L" _____ feet

9. Channelized flow time of concentration "T_c" _____ minutes

10. Total Time of Concentration "T_c" (line 6 & line 9)
23.0 minutes

RAINFALL INTENSITY:

11. Mean annual precipitation: 8.5 inches



FOR BASIN A - NATURAL CONDITION

Figure 7 – Graph for Determination of Short Duration Rainfall Intensity In Benton County

(Data Derived From Several Sources by AEC)

TABLE 3

RATIONAL FORMULA METHOD
PEAK RUNOFF RATE
FINAL DESIGN COMPUTATIONS

Project Name: La Buena Vida Estates

Location: West of Highland Road - Section 12, Township 9, Range 26

Design Engineer: HDJ - A Division of PBS - Kevin Barney, PE

Date of Calculations: May 31, 2016

Basin Designation: Basin A

BASIN CONDITION: (circle one) Natural or Ultimate

1. Drainage Area "A" 10.2 acres

OVERLAND FLOW TIME OF CONCENTRATION:

2. Average slope "S" 0.02 foot/foot

Ground condition (verbal description) Rural subdivision with buildings, roads, lawns, and open space consisting of sage and brush.

3. Roughness coefficient: (circle one) (K) n = 7.0

4. Overland flow distance "L": 904 feet

5. Overland flow equation $T_c = \frac{L}{60[K*(S_0)^{1/2}]} = \frac{904}{60[7.0*(0.02)^{1/2}]}$
(or include copy of graph used)

6. Overland flow time of concentration "T_c" 15.2 minutes
Use 15

CHANNELIZED FLOW TIME OF CONCENTRATION:

For flow in well-defined channel, determine time of concentration from measured lengths, cross-sections and slopes and submit necessary calculations and drawings.

7. Channelized flow average slope "S" _____ foot/foot

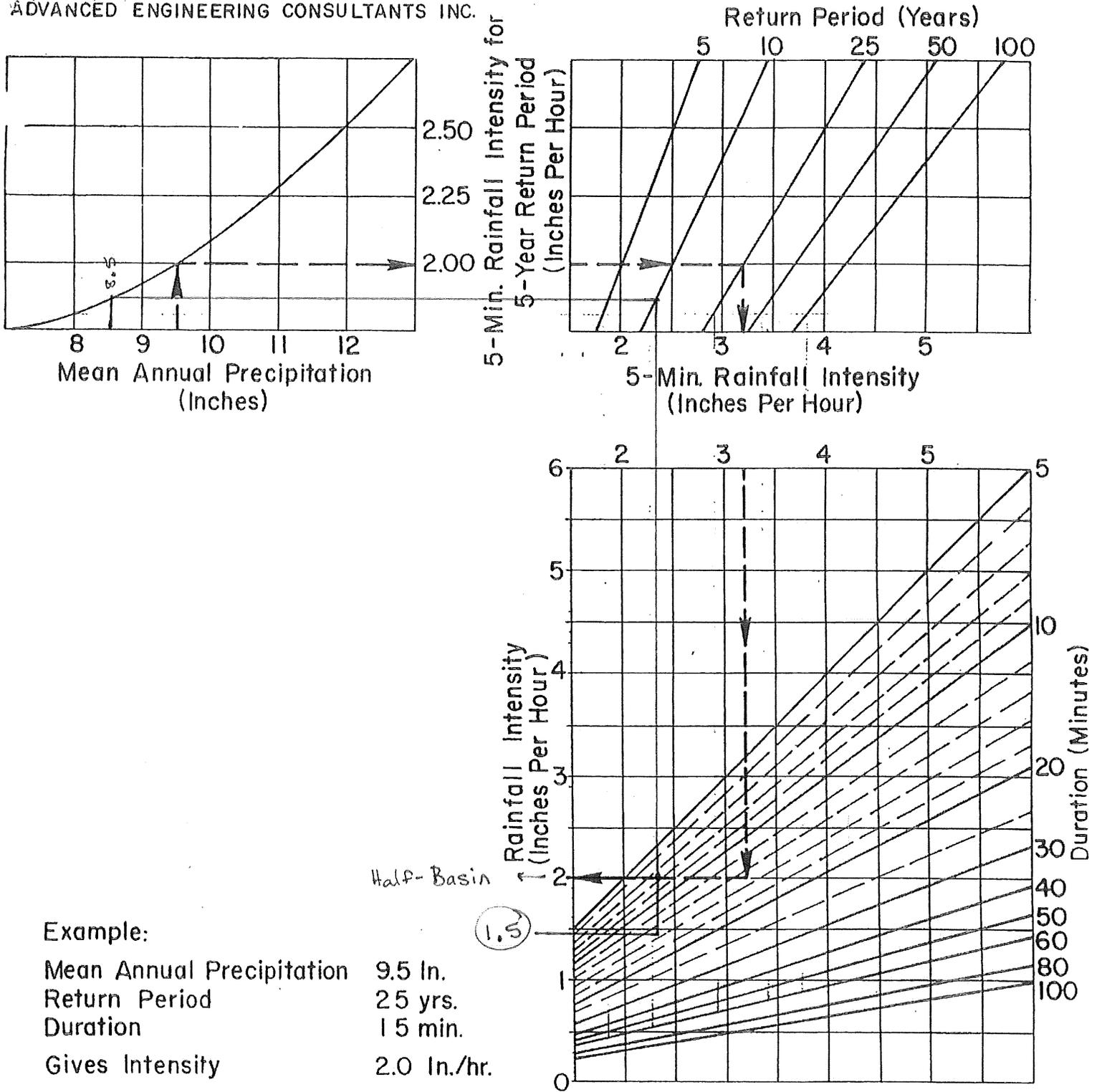
8. Channelized flow distance "L" _____ feet

9. Channelized flow time of concentration "T_c" _____ minutes

10. Total Time of Concentration "T_c" (line 6 & line 9)
15.0 minutes

RAINFALL INTENSITY:

11. Mean annual precipitation: 8.5 inches



FOR BASIN A - ULTIMATE CONDITION

Figure 7 — Graph for Determination of Short Duration Rainfall Intensity In Benton County

(Data Derived From Several Sources by AEC)

Basin A Estimated Runoff Volume Calculations

PROJECT: La Buena Vida

DATE: June 1, 2016

JOB NO: 4319-00

BY: SG

Formula:

$$VI + VP \qquad VI = \frac{R \times A \times C}{12} \qquad VP = \frac{R \times A \times C}{12}$$

Where:

VI = Volume From Impervious Surfaces

VP = Volume From Pervious Surfaces

R = Rainfall Depth in Inches

C = Runoff Factor

A = Area

Basin A - Natural

Phase 1:	VI:	R = 0.60	C = 0.90	A = 0 SF	V = 0 CF
	VP:	R = 0.60	C = 0.20	A = 444,312 SF	V = 4,443 CF
				Phase 1 Total =	4,443 CF
Phase 2:	VI:	R = 0.73	C = 0.90	A = 0 SF	V = 0 CF
	VP:	R = 0.73	C = 0.20	A = 444,312 SF	V = 5,406 CF
				Phase 2 Total =	5,406 CF

Where: R = 1.138 x 1.17 from Figure 9 minus 0.60 inches used above = 0.73 (for 10-year return period)

Total = 9,849 CF

Basin A - Ultimate

Phase 1:	VI:	R = 0.60	C = 0.90	A = 148,104 SF	V = 6,665 CF
	VP:	R = 0.60	C = 0.20	A = 296,208 SF	V = 2,962 CF
				Phase 1 Total =	9,627 CF
Phase 2:	VI:	R = 0.73	C = 0.90	A = 148,104 SF	V = 8,109 CF
	VP:	R = 0.73	C = 0.20	A = 296,208 SF	V = 3,604 CF
				Phase 2 Total =	11,713 CF

Total = 21,340 CF

TABLE 3

RATIONAL FORMULA METHOD
PEAK RUNOFF RATE
FINAL DESIGN COMPUTATIONS

Project Name: La Buena Vida Estates

Location: West of Highland Road - Section 12, Township 9, Range 26

Design Engineer: HDJ - A Division of PBS - Kevin Barney, PE

Date of Calculations: May 31, 2016

Basin Designation: Basin B

BASIN CONDITION: (circle one) Natural or Ultimate

1. Drainage Area "A" 10.7 acres

OVERLAND FLOW TIME OF CONCENTRATION:

2. Average slope "S" 0.012 foot/foot

Ground condition (verbal description) Sage and brush.

3. Roughness coefficient: (circle one) K n = 4.7

4. Overland flow distance "L": 814 feet

5. Overland flow equation $T_c = \frac{L}{60[K*(S_0)^{1/2}]}$ = $\frac{814}{60[4.7*(0.012)^{1/2}]}$
(or include copy of graph used)

6. Overland flow time of concentration "T_c" 26.4 minutes
Use 26

CHANNELIZED FLOW TIME OF CONCENTRATION:

For flow in well-defined channel, determine time of concentration from measured lengths, cross-sections and slopes and submit necessary calculations and drawings.

7. Channelized flow average slope "S" _____ foot/foot

8. Channelized flow distance "L" _____ feet

9. Channelized flow time of concentration "T_c" _____ minutes

10. Total Time of Concentration "T_c" (line 6 & line 9)
26.0 minutes

RAINFALL INTENSITY:

11. Mean annual precipitation: 8.5 inches

(Table 3 Continued)

12. Design return period 10 years
13. Rainfall intensity "I" 1.0 inches/hour
14. Frequency Factor "C_f" 1.0

RUNOFF COEFFICIENT:

15. Impervious area 0 acres
16. Pervious area 10.7 acres
Impervious "C" (0.90 minimum value) 0.90
17. Pervious "C" (0.20 minimum value) 0.20
Combined coefficient:
(Line 15 x 0.90) + (Line 16 x Line 17) = 0.2
Line 1

PEAK RUNOFF RATE:

18. Q = Line 14 x Line 17 x Line 13 x Line 1 = 2.14 cfs
= "C_f" x "C" x "I" x "A"

19. Was a check made to determine if a higher peak runoff rate occurred when only a portion of the total basin contributed?

Yes X No _____

If No, why not?

Half Basin Peak = A = 5.35 I = 1.6 C = 0.20
T_c = 13 Q = 1.71 cfs

20a) Does a drainage fixture upstream limit the peak flow?

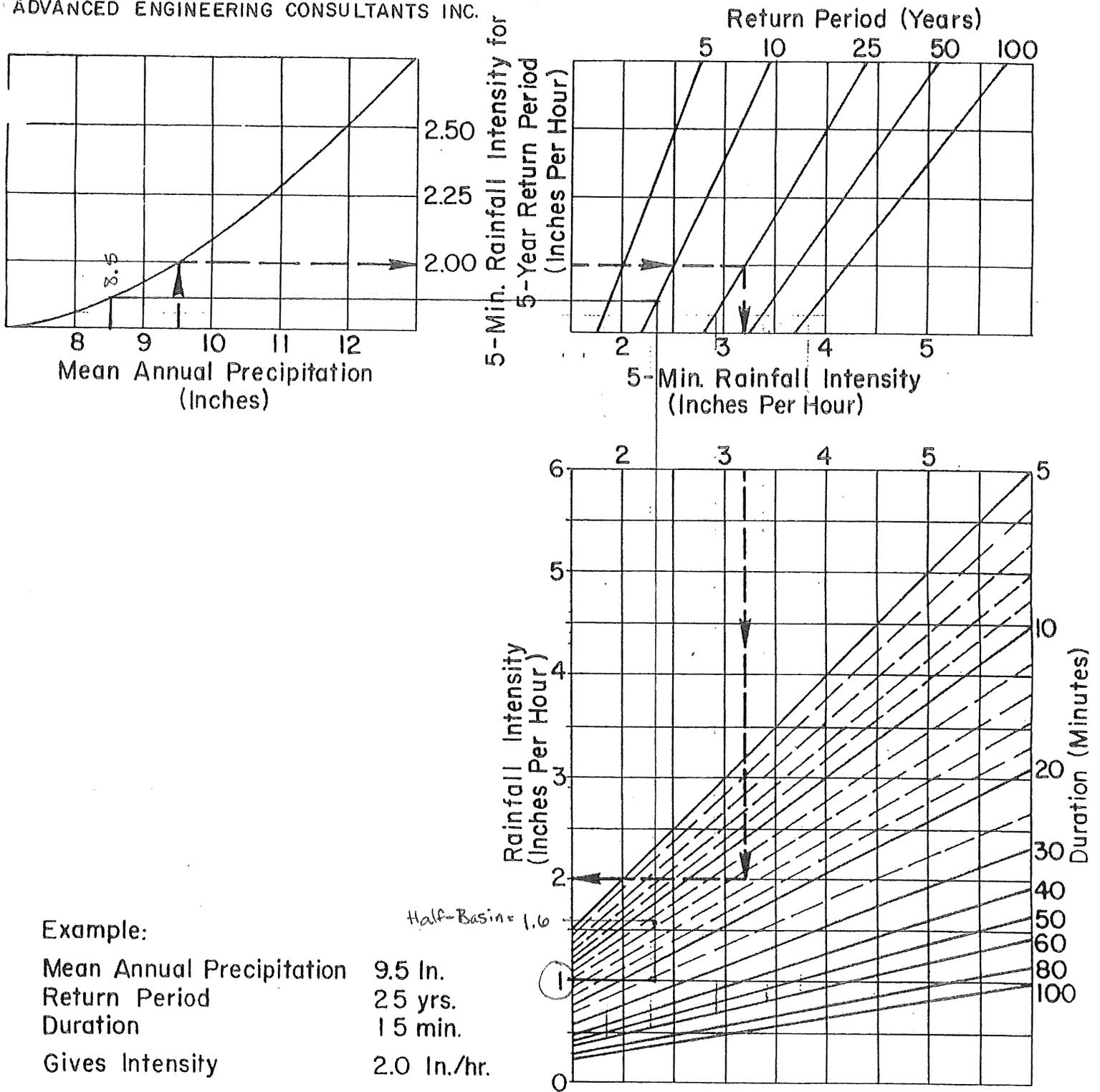
Yes _____ No X

State why or submit computations.

N/A

b) Under what conditions will the upstream fixture fail and what are the probable consequences of such failure?

N/A



FOR BASIN B - NATURAL CONDITION

Figure 7 - Graph for Determination of Short Duration Rainfall Intensity In Benton County

(Data Derived From Several Sources by AEC)

TABLE 3

RATIONAL FORMULA METHOD
PEAK RUNOFF RATE
FINAL DESIGN COMPUTATIONS

Project Name: La Buena Vida Estates

Location: West of Highland Road - Section 12, Township 9, Range 26

Design Engineer: HDJ - A Division of PBS - Kevin Barney, PE

Date of Calculations: May 31, 2016

Basin Designation: Basin B

BASIN CONDITION: (circle one) Natural or Ultimate

1. Drainage Area "A" 10.7 acres

OVERLAND FLOW TIME OF CONCENTRATION:

2. Average slope "S" 0.012 foot/foot

Ground condition (verbal description) Rural subdivision with buildings, roads, lawns, and open space consisting of sage and brush.

3. Roughness coefficient: (circle one) (K) n = 7.0

4. Overland flow distance "L": 814 feet

5. Overland flow equation $T_c = \frac{L}{60[K*(S_0)^{1/2}]}$ = $\frac{814}{60[7.0*(0.012)^{1/2}]}$
(or include copy of graph used)

6. Overland flow time of concentration "T_c" 17.7 minutes
Use 18

CHANNELIZED FLOW TIME OF CONCENTRATION:

For flow in well-defined channel, determine time of concentration from measured lengths, cross-sections and slopes and submit necessary calculations and drawings.

7. Channelized flow average slope "S" _____ foot/foot

8. Channelized flow distance "L" _____ feet

9. Channelized flow time of concentration "T_c" _____ minutes

10. Total Time of Concentration "T_c" (line 6 & line 9)
18.0 minutes

RAINFALL INTENSITY:

11. Mean annual precipitation: 8.5 inches

(Table 3 Continued)

12. Design return period 10 years
13. Rainfall intensity "I" 1.30 inches/hour
14. Frequency Factor "C_f" 1.0

RUNOFF COEFFICIENT:

15. Impervious area 3.5 acres
16. Pervious area 7.2 acres
Impervious "C" (0.90 minimum value) 0.90
17. Pervious "C" (0.20 minimum value) 0.20
Combined coefficient:
(Line 15 x 0.90) + (Line 16 x Line 17) = 0.43
Line 1

PEAK RUNOFF RATE:

18. $Q = \text{Line 14} \times \text{Line 17} \times \text{Line 13} \times \text{Line 1} = \underline{5.98}$ cfs
= "C_f" x "C" x "I" x "A"

19. Was a check made to determine if a higher peak runoff rate occurred when only a portion of the total basin contributed?

Yes X No _____

If No, why not?

Half Basin Peak = $A = 5.35$ $l = 1.80$ $C = 0.43$
 $T_c = 9$ $Q = 4.14$ cfs

20a) Does a drainage fixture upstream limit the peak flow?

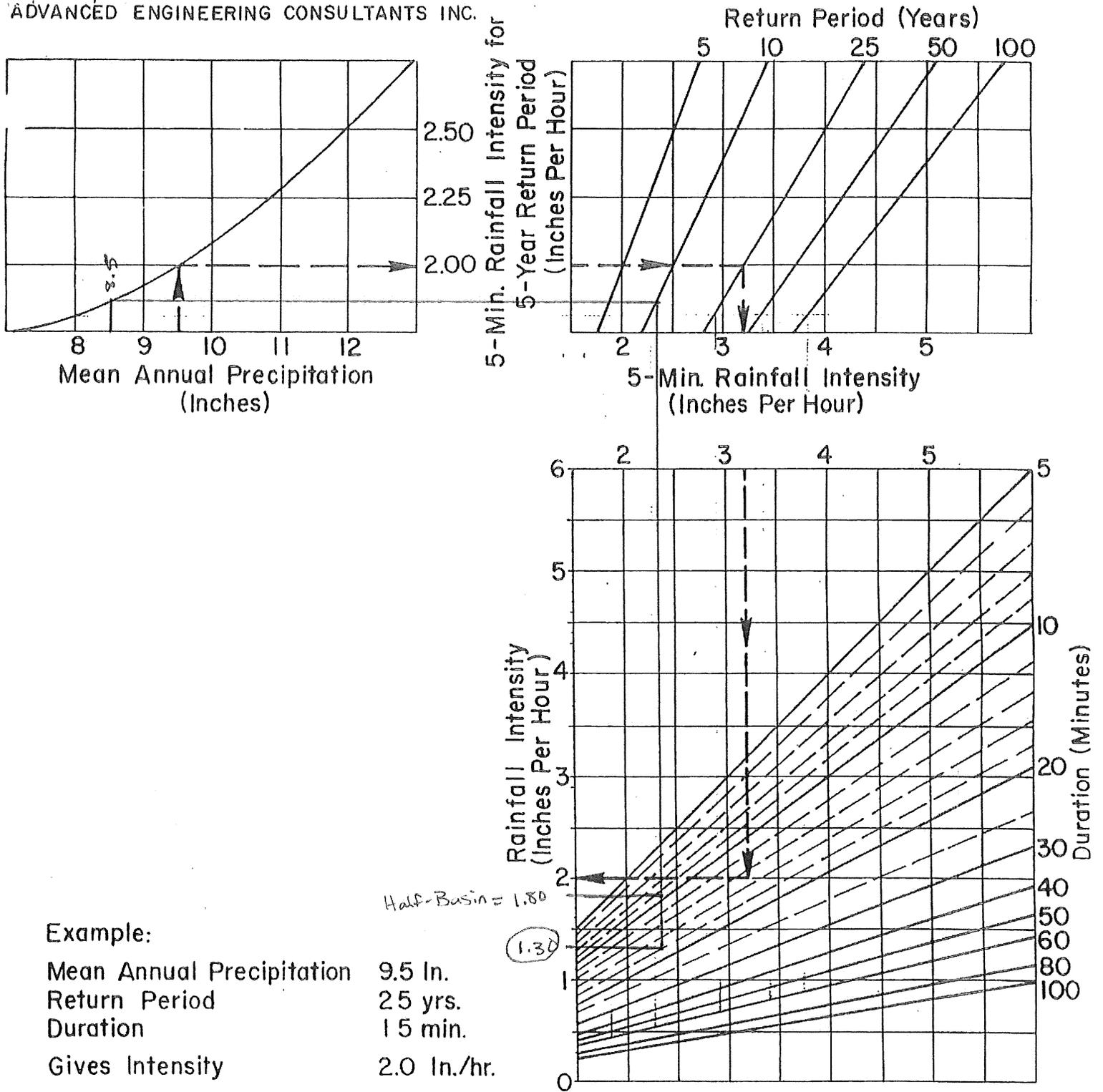
Yes _____ No X

State why or submit computations.

N/A

b) Under what conditions will the upstream fixture fail and what are the probable consequences of such failure?

N/A



Example:

Mean Annual Precipitation	9.5 In.
Return Period	25 yrs.
Duration	15 min.
Gives Intensity	2.0 In./hr.

FOR BASIN B - ULTIMATE CONDITION

Figure 7 – Graph for Determination of Short Duration Rainfall Intensity In Benton County

(Data Derived From Several Sources by AEC)

Basin B Estimated Runoff Volume Calculations

PROJECT: La Buena Vida

DATE: June 1, 2016

JOB NO: 4319-00

BY: SG

Formula:

$$VI + VP \qquad VI = \frac{R \times A \times C}{12} \qquad VP = \frac{R \times A \times C}{12}$$

Where:

VI = Volume From Impervious Surfaces

VP = Volume From Pervious Surfaces

R = Rainfall Depth in Inches

C = Runoff Factor

A = Area

Basin B - Natural

Phase 1:	VI:	R = 0.60	C = 0.90	A = 0 SF	V = 0 CF
	VP:	R = 0.60	C = 0.20	A = 466,092 SF	V = 4,661 CF
				Phase 1 Total =	4,661 CF
Phase 2:	VI:	R = 0.73	C = 0.90	A = 0 SF	V = 0 CF
	VP:	R = 0.73	C = 0.20	A = 466,092 SF	V = 5,671 CF
				Phase 2 Total =	5,671 CF

Where: R = 1.138 x 1.17 from Figure 9 minus 0.60 inches used above = 0.73 (for 10-year return period)

Total = 10,332 CF

Basin B - Ultimate

Phase 1:	VI:	R = 0.60	C = 0.90	A = 152,460 SF	V = 6,861 CF
	VP:	R = 0.60	C = 0.20	A = 313,632 SF	V = 3,136 CF
				Phase 1 Total =	9,997 CF
Phase 2:	VI:	R = 0.73	C = 0.90	A = 152,460 SF	V = 8,347 CF
	VP:	R = 0.73	C = 0.20	A = 313,632 SF	V = 3,816 CF
				Phase 2 Total =	12,163 CF

Total = 22,160 CF

TABLE 3

RATIONAL FORMULA METHOD
 PEAK RUNOFF RATE
 FINAL DESIGN COMPUTATIONS

Project Name: La Buena Vida Estates

Location: West of Highland Road - Section 12, Township 9, Range 26

Design Engineer: HDJ - A Division of PBS - Kevin Barney, PE

Date of Calculations: May 31, 2016

Basin Designation: Basin C

BASIN CONDITION: (circle one) Natural or Ultimate

1. Drainage Area "A" 13.3 acres

OVERLAND FLOW TIME OF CONCENTRATION:

2. Average slope "S" 0.015 foot/foot

Ground condition (verbal description) Sage and brush.

3. Roughness coefficient: (circle one) (K) n = 4.7

4. Overland flow distance "L": 482 feet

5. Overland flow equation $T_c = \frac{L}{60[K*(S_0)^{1/2}]}$ = $\frac{482}{60[4.7*(0.015)^{1/2}]}$
 (or include copy of graph used)

6. Overland flow time of concentration "T_c" 13.9 minutes
Use 14

CHANNELIZED FLOW TIME OF CONCENTRATION:

For flow in well-defined channel, determine time of concentration from measured lengths, cross-sections and slopes and submit necessary calculations and drawings.

7. Channelized flow average slope "S" _____ foot/foot

8. Channelized flow distance "L" _____ feet

9. Channelized flow time of concentration "T_c" _____ minutes

10. Total Time of Concentration "T_c" (line 6 & line 9)
14.0 minutes

RAINFALL INTENSITY:

11. Mean annual precipitation: 8.5 inches

(Table 3 Continued)

12. Design return period 10 years
13. Rainfall intensity "I" 1.50 inches/hour
14. Frequency Factor "C_f" 1.0

RUNOFF COEFFICIENT:

15. Impervious area 0 acres
16. Pervious area 13.3 acres
Impervious "C" (0.90 minimum value) 0.90
17. Pervious "C" (0.20 minimum value) 0.20
Combined coefficient:
(Line 15 x 0.90) + (Line 16 x Line 17) = 0.2
Line 1

PEAK RUNOFF RATE:

18. $Q = \text{Line 14} \times \text{Line 17} \times \text{Line 13} \times \text{Line 1} = \underline{3.99}$ cfs
= "C_f" x "C" x "I" x "A"

19. Was a check made to determine if a higher peak runoff rate occurred when only a portion of the total basin contributed?
Yes X No _____

If No, why not?

Half Basin Peak = $A = 6.65$ $l = 2.1$ $C = 0.20$
 $T_c = 7.0$ $Q = 2.79$ cfs

20a) Does a drainage fixture upstream limit the peak flow?

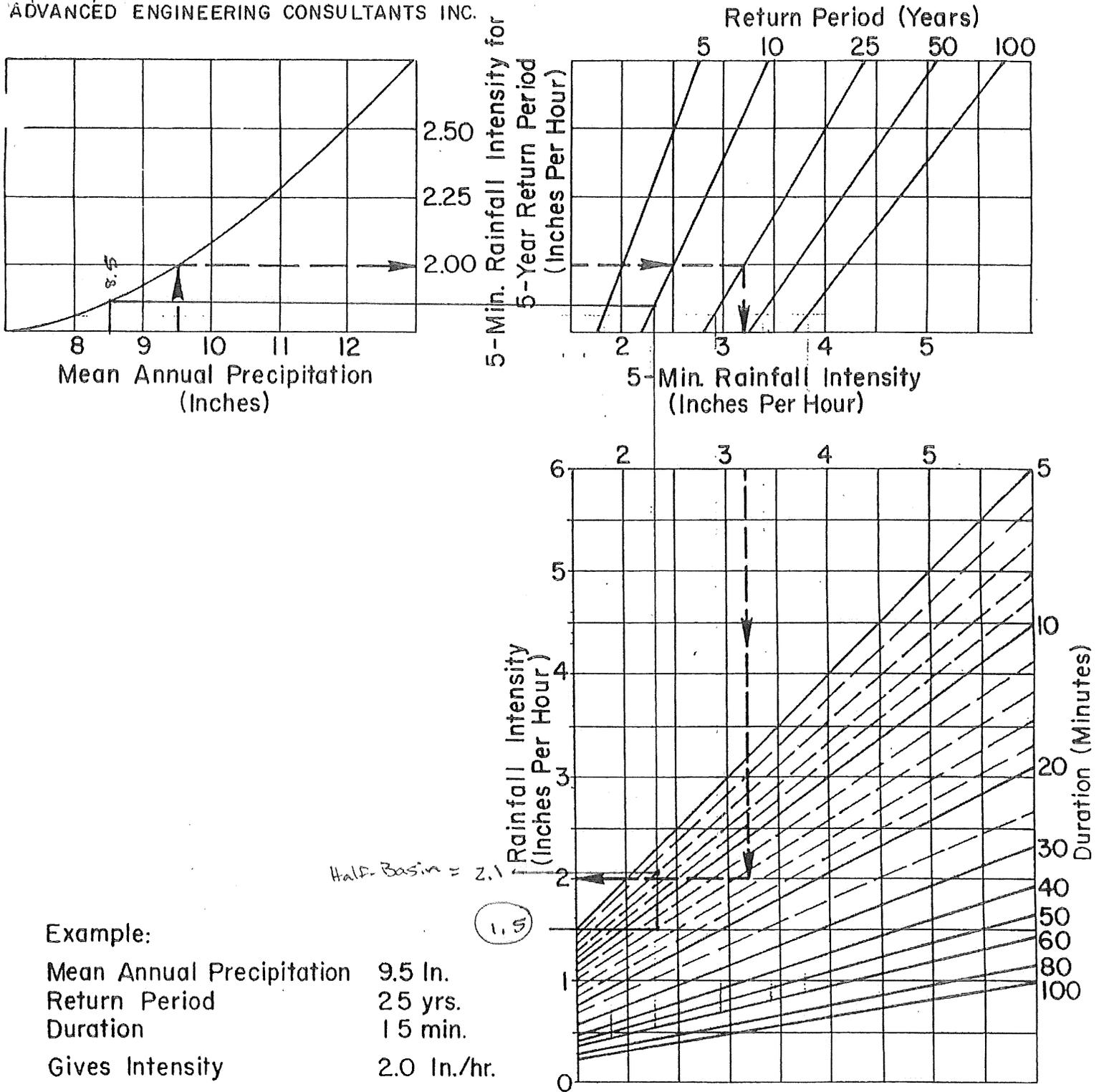
Yes _____ No X

State why or submit computations.

N/A

b) Under what conditions will the upstream fixture fail and what are the probable consequences of such failure?

N/A



Example:

Mean Annual Precipitation	9.5 In.
Return Period	25 yrs.
Duration	15 min.
Gives Intensity	2.0 In./hr.

FOR BASIN C - NATURAL CONDITION

Figure 7 - Graph for Determination of Short Duration Rainfall Intensity In Benton County

(Data Derived From Several Sources by AEC)

TABLE 3

RATIONAL FORMULA METHOD
PEAK RUNOFF RATE
FINAL DESIGN COMPUTATIONS

Project Name: La Buena Vida Estates

Location: West of Highland Road - Section 12, Township 9, Range 26

Design Engineer: HDJ - A Division of PBS - Kevin Barney, PE

Date of Calculations: May 31, 2016

Basin Designation: Basin C

BASIN CONDITION: (circle one) Natural or Ultimate

1. Drainage Area "A" 13.3 acres

OVERLAND FLOW TIME OF CONCENTRATION:

2. Average slope "S" 0.015 foot/foot

Ground condition (verbal description) Rural subdivision with buildings, roads, lawns, and open space consisting of sage and brush.

3. Roughness coefficient: (circle one) (K) n = 7.0

4. Overland flow distance "L": 482 feet

5. Overland flow equation $T_c = \frac{L}{60[K*(S_0)^{1/2}]}$ = $\frac{482}{60[7.0*(0.015)^{1/2}]}$
(or include copy of graph used)

6. Overland flow time of concentration "T_c" 9.4 minutes
Use 9

CHANNELIZED FLOW TIME OF CONCENTRATION:

For flow in well-defined channel, determine time of concentration from measured lengths, cross-sections and slopes and submit necessary calculations and drawings.

7. Channelized flow average slope "S" _____ foot/foot

8. Channelized flow distance "L" _____ feet

9. Channelized flow time of concentration "T_c" _____ minutes

10. Total Time of Concentration "T_c" (line 6 & line 9)
9.0 minutes

RAINFALL INTENSITY:

11. Mean annual precipitation: 8.5 inches

(Table 3 Continued)

12. Design return period 10 years
13. Rainfall intensity "I" 1.90 inches/hour
14. Frequency Factor "C_f" 1.0

RUNOFF COEFFICIENT:

15. Impervious area 3.8 acres
16. Pervious area 9.5 acres
Impervious "C" (0.90 minimum value) 0.90
17. Pervious "C" (0.20 minimum value) 0.20

Combined coefficient:

$$\frac{(\text{Line 15} \times 0.90) + (\text{Line 16} \times \text{Line 17})}{\text{Line 1}} = \underline{0.40}$$

PEAK RUNOFF RATE:

18. $Q = \text{Line 14} \times \text{Line 17} \times \text{Line 13} \times \text{Line 1} = \underline{10.1}$ cfs
= "C_f" x "C" x "I" x "A"

19. Was a check made to determine if a higher peak runoff rate occurred when only a portion of the total basin contributed?

Yes X No _____

If No, why not?

Half Basin Peak = $A = 6.65$ $I = 2.35$ $C = 0.40$
 $T_c = 5'$ $Q = 6.25$ cfs

20a) Does a drainage fixture upstream limit the peak flow?

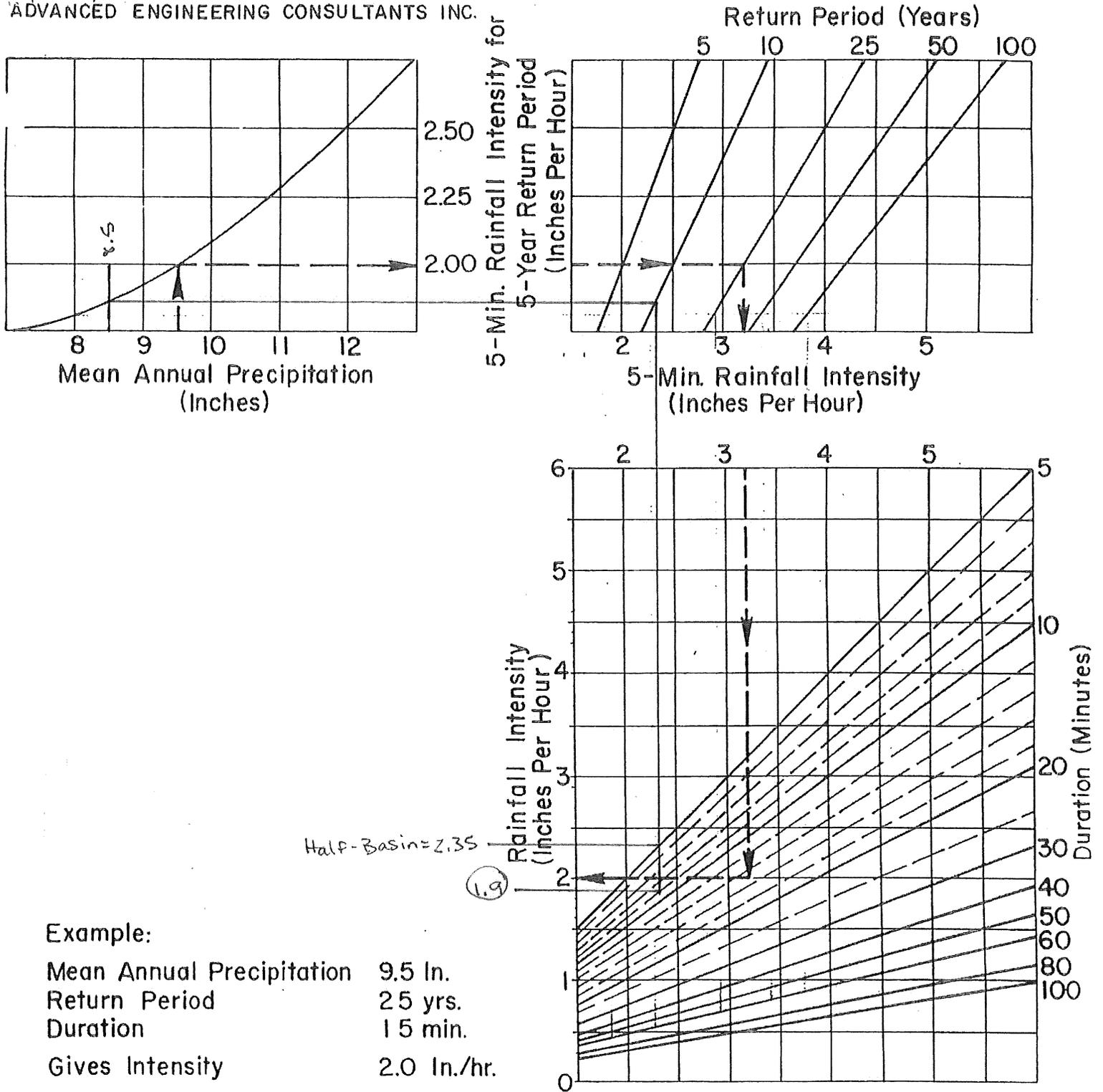
Yes _____ No X

State why or submit computations.

N/A

b) Under what conditions will the upstream fixture fail and what are the probable consequences of such failure?

N/A



FOR BASIN C - ULTIMATE CONDITION

Figure 7 - Graph for Determination of Short Duration Rainfall Intensity In Benton County

(Data Derived From Several Sources by AEC)

Basin C Estimated Runoff Volume Calculations

PROJECT: La Buena Vida

DATE: June 1, 2016

JOB NO: 4319-00

BY: SG

Formula:

$$VI + VP \qquad VI = \frac{R \times A \times C}{12} \qquad VP = \frac{R \times A \times C}{12}$$

Where:

VI = Volume From Impervious Surfaces

VP = Volume From Pervious Surfaces

R = Rainfall Depth in Inches

C = Runoff Factor

A = Area

Basin C - Natural

Phase 1:	VI:	R = 0.60	C = 0.90	A = 0 SF	V = 0 CF
	VP:	R = 0.60	C = 0.20	A = 579,348 SF	V = 5,794 CF
				Phase 1 Total =	5,794 CF

Phase 2:	VI:	R = 0.73	C = 0.90	A = 0 SF	V = 0 CF
	VP:	R = 0.73	C = 0.20	A = 579,348 SF	V = 7,049 CF
				Phase 2 Total =	7,049 CF

Where: R = 1.138 x 1.17 from Figure 9 minus 0.60 inches used above = 0.73 (for 10-year return period)

Total = 12,843 CF

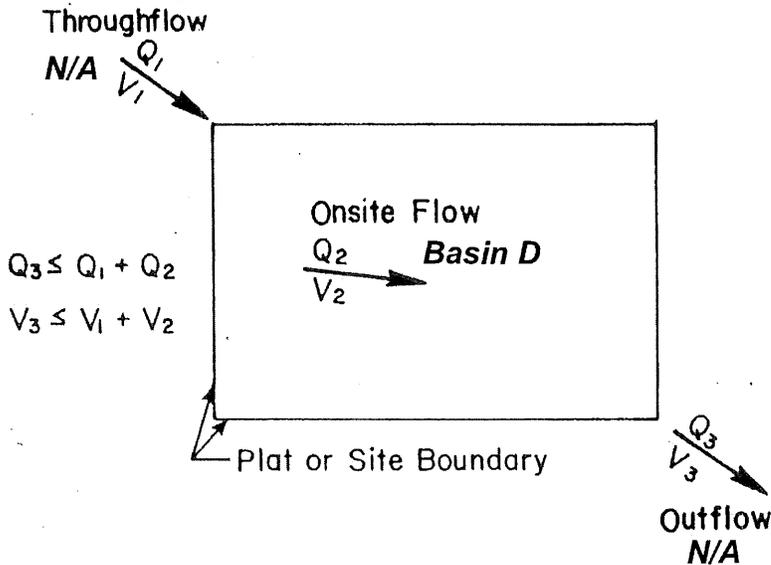
Basin C - Ultimate

Phase 1:	VI:	R = 0.60	C = 0.90	A = 165,528 SF	V = 7,449 CF
	VP:	R = 0.60	C = 0.20	A = 413,820 SF	V = 4,138 CF
				Phase 1 Total =	11,587 CF

Phase 2:	VI:	R = 0.73	C = 0.90	A = 165,528 SF	V = 9,063 CF
	VP:	R = 0.73	C = 0.20	A = 413,820 SF	V = 5,035 CF
				Phase 2 Total =	14,098 CF

Total = 25,685 CF

Figure 3 - Surface Water Runoff Inventory/Balance



Runoff Goals:

- 1) All values of Q and V should be kept at practical minimums.
- 2) "Controlled Q₃" should approach the "Natural State Q₃" as closely as practical, using Retention and Detention facilities on site to reduce Q₁, V₁, Q₂ and V₂.
- 3) Necessary maintenance must be regularly accomplished on all facilities comprising the "Total Drainage Plan".

RUNOFF PARAMETER	RUNOFF BASIN STATE		
	Natural	Ultimate	Controlled
Peak Flow:		(See "g" Below)	(See "g" Below)
Q ₁ *	*	*	*
Q ₂ Basin D	3.63 cfs	9.20 cfs	3.60 cfs**
Q ₃ *	*	*	*
Total Volume:		(See "g" Below)	(See "g" Below)
V ₁ *	*	*	*
V ₂ Basin D	15,932 cf	29,113 cf	13,500 cf
V ₃ *	*	*	*

***Basin D is isolated, there is no inflow or outflow affecting this basin.**

****The remainder of the on-site stormwater runoff will be infiltrated.**

Where:

- a) Q₁, Q₂, Q₃ are Peak Runoff Flow Rates in cubic feet per second.
- b) V₁, V₂, V₃ are Total Runoff Volumes in cubic feet.
- c) Basin "Natural State" means 0% "Development".
- d) Basin "Ultimate State" means 100% "Development".
- e) Basin "Controlled State" means that the "Ultimate State" runoff parameters have been reduced as much as practical by incorporating "Retention" and "Detention" facilities into the design of the "Total Drainage Plan" within the plat or site boundaries.
- f) "Total Drainage Plan" means the final arrangement of all facilities designed within the plat or site boundaries, intended to deal with surface water runoff, including maintenance schedules.
- g) In areas where zoning/planning has not been accomplished, the determination of these values will require professional judgment regarding what "Ultimate State" should be assumed to be until better guidelines can be developed.

TABLE 3

RATIONAL FORMULA METHOD
PEAK RUNOFF RATE
FINAL DESIGN COMPUTATIONS

Project Name: La Buena Vida Estates

Location: West of Highland Road - Section 12, Township 9, Range 26

Design Engineer: HDJ - A Division of PBS - Kevin Barney, PE

Date of Calculations: May 31, 2016

Basin Designation: Basin D

BASIN CONDITION: (circle one) Natural or Ultimate

1. Drainage Area "A" 16.5 acres

OVERLAND FLOW TIME OF CONCENTRATION:

2. Average slope "S" 0.031 foot/foot

Ground condition (verbal description) Sage and brush.

3. Roughness coefficient: (circle one) K n = 4.7

4. Overland flow distance "L": 1126 feet

5. Overland flow equation $T_c = \frac{L}{60[K*(S_0)^{1/2}]}$ = $\frac{1126}{60[4.7*(0.031)^{1/2}]}$
(or include copy of graph used)

6. Overland flow time of concentration "T_c" 22.7 minutes
Use 23

CHANNELIZED FLOW TIME OF CONCENTRATION:

For flow in well-defined channel, determine time of concentration from measured lengths, cross-sections and slopes and submit necessary calculations and drawings.

7. Channelized flow average slope "S" _____ foot/foot

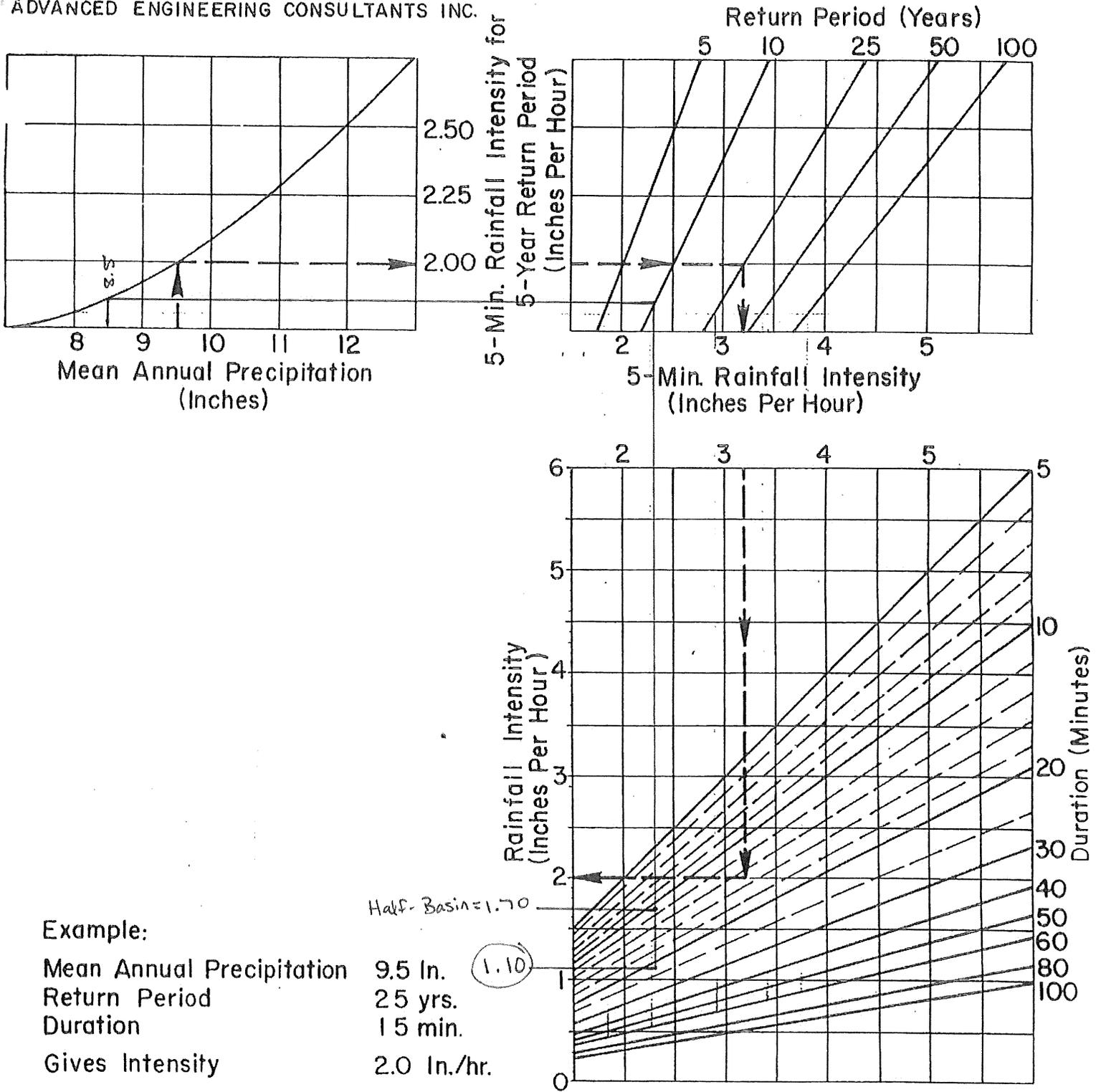
8. Channelized flow distance "L" _____ feet

9. Channelized flow time of concentration "T_c" _____ minutes

10. Total Time of Concentration "T_c" (line 6 & line 9)
23 minutes

RAINFALL INTENSITY:

11. Mean annual precipitation: 8.5 inches



FOR BASIN D - NATURAL CONDITION

Figure 7 - Graph for Determination of Short Duration Rainfall Intensity In Benton County

(Data Derived From Several Sources by AEC)

TABLE 3

RATIONAL FORMULA METHOD
PEAK RUNOFF RATE
FINAL DESIGN COMPUTATIONS

Project Name: La Buena Vida Estates

Location: West of Highland Road - Section 12, Township 9, Range 26

Design Engineer: HDJ - A Division of PBS - Kevin Barney, PE

Date of Calculations: May 31, 2016

Basin Designation: Basin D

BASIN CONDITION: (circle one) Natural or Ultimate

1. Drainage Area "A" 16.5 acres

OVERLAND FLOW TIME OF CONCENTRATION:

2. Average slope "S" 0.031 foot/foot

Ground condition (verbal description) Rural subdivision with buildings, roads, lawns, and open space consisting of sage and brush.

3. Roughness coefficient: (circle one) (K) n = 7.0

4. Overland flow distance "L": 1126 feet

5. Overland flow equation $T_c = \frac{L}{60[K*(S_0)^{1/2}]}$ = $\frac{1126}{60[7.0*(0.031)^{1/2}]}$
(or include copy of graph used)

6. Overland flow time of concentration "T_c" 15.2 minutes
Use 15

CHANNELIZED FLOW TIME OF CONCENTRATION:

For flow in well-defined channel, determine time of concentration from measured lengths, cross-sections and slopes and submit necessary calculations and drawings.

7. Channelized flow average slope "S" _____ foot/foot

8. Channelized flow distance "L" _____ feet

9. Channelized flow time of concentration "T_c" _____ minutes

10. Total Time of Concentration "T_c" (line 6 & line 9)
15.0 minutes

RAINFALL INTENSITY:

11. Mean annual precipitation: 8.5 inches

(Table 3 Continued)

- 12. Design return period 10 years
- 13. Rainfall intensity "I" 1.50 inches/hour
- 14. Frequency Factor "C_f" 1.0

RUNOFF COEFFICIENT:

- 15. Impervious area 3.9 acres
- 16. Pervious area 12.6 acres
- Impervious "C" (0.90 minimum value) 0.90
- 17. Pervious "C" (0.20 minimum value) 0.20
- Combined coefficient:
 $(\text{Line 15} \times 0.90) + (\text{Line 16} \times \text{Line 17}) =$ 0.37
Line 1

PEAK RUNOFF RATE:

- 18. $Q = \text{Line 14} \times \text{Line 17} \times \text{Line 13} \times \text{Line 1} =$ 9.2 cfs
 $= "C_f" \times "C" \times "I" \times "A"$

- 19. Was a check made to determine if a higher peak runoff rate occurred when only a portion of the total basin contributed?
Yes X No _____

If No, why not?

Half Basin Peak = $A = 8.25$ $l = 2.0$ $C = 0.37$
 $T_c = 7.5$ $Q = 6.11$ cfs

20a) Does a drainage fixture upstream limit the peak flow?

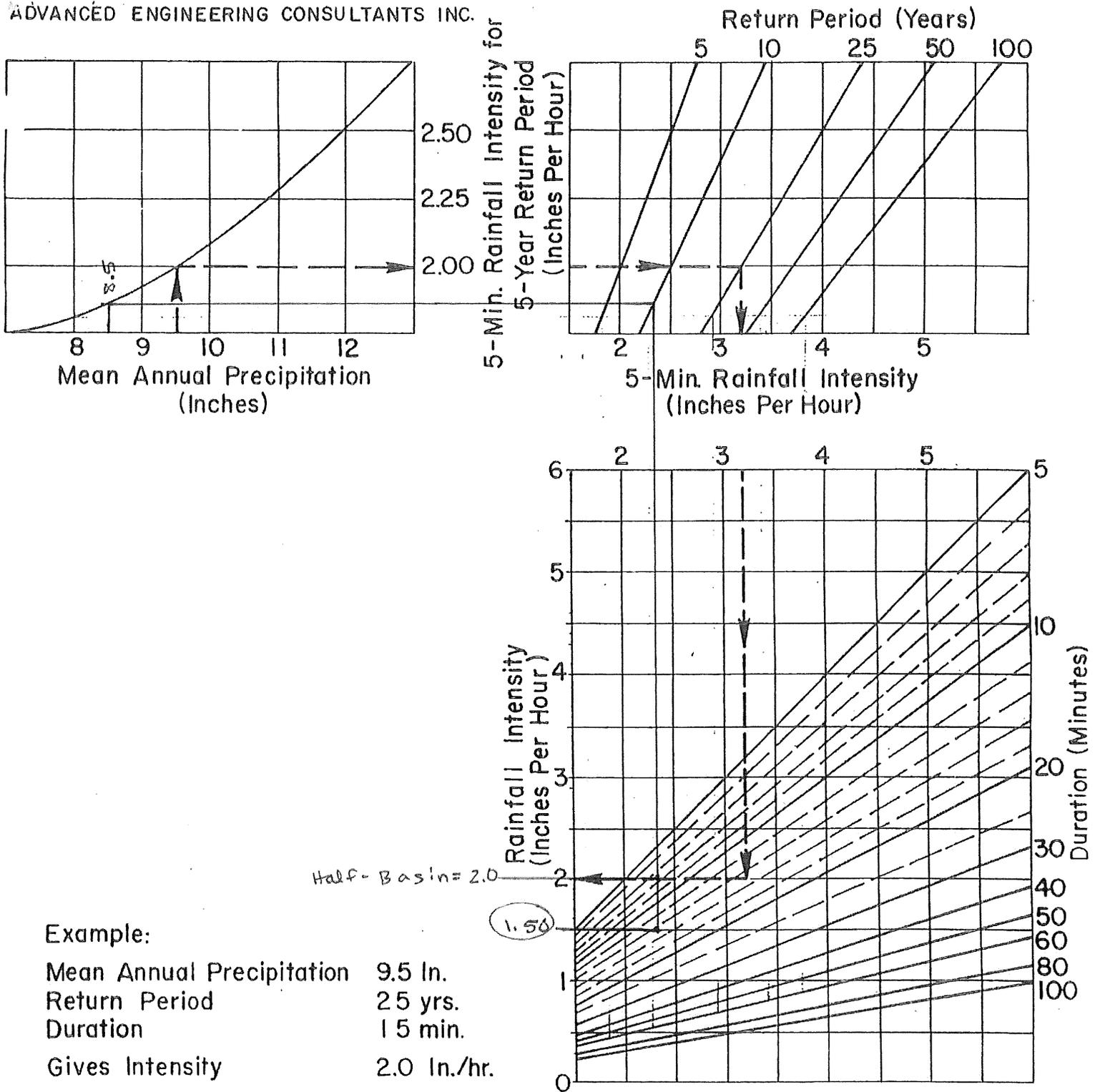
Yes _____ No X

State why or submit computations.

N/A

b) Under what conditions will the upstream fixture fail and what are the probable consequences of such failure?

N/A



Example:

Mean Annual Precipitation	9.5 In.
Return Period	25 yrs.
Duration	15 min.
Gives Intensity	2.0 In./hr.

Half-Basin = 2.0

1.50

FOR BASIN D - ULTIMATE CONDITION

Figure 7 – Graph for Determination of Short Duration Rainfall Intensity In Benton County

(Data Derived From Several Sources by AEC)

Basin D Estimated Runoff Volume Calculations

PROJECT: La Buena Vida

DATE: June 1, 2016

JOB NO: 4319-00

BY: SG

Formula:

$$VI + VP \qquad VI = \frac{R \times A \times C}{12} \qquad VP = \frac{R \times A \times C}{12}$$

Where:

VI = Volume From Impervious Surfaces

VP = Volume From Pervious Surfaces

R = Rainfall Depth in Inches

C = Runoff Factor

A = Area

Basin D - Natural

Phase 1:	VI:	R = 0.60	C = 0.90	A = 0 SF	V = 0 CF
	VP:	R = 0.60	C = 0.20	A = 718,740 SF	V = 7,187 CF
				Phase 1 Total =	7,187 CF

Phase 2:	VI:	R = 0.73	C = 0.90	A = 0 SF	V = 0 CF
	VP:	R = 0.73	C = 0.20	A = 718,740 SF	V = 8,745 CF
				Phase 2 Total =	8,745 CF

Where: R = 1.138 x 1.17 from Figure 9 minus 0.60 inches used above = 0.73 (for 10-year return period)

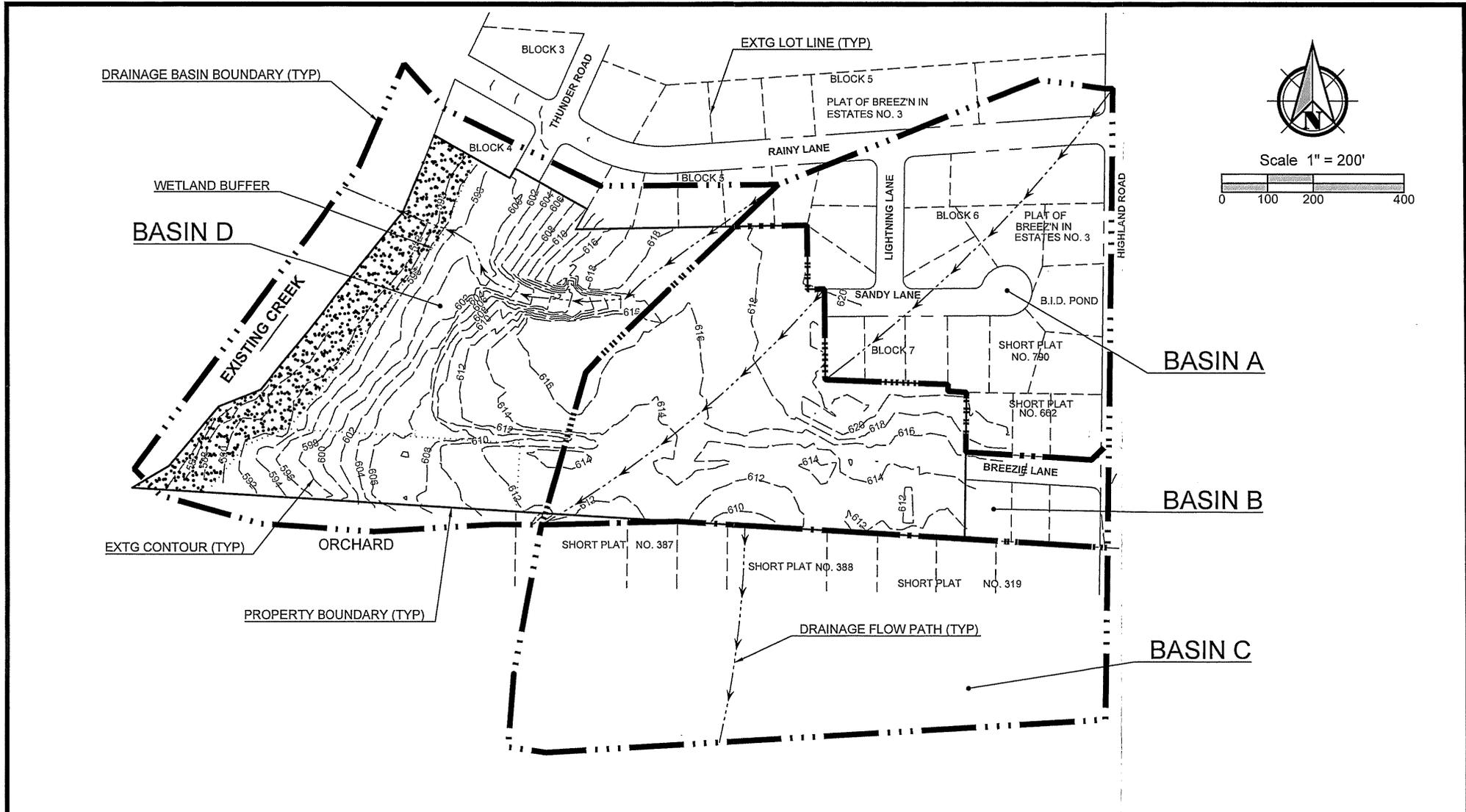
Total = 15,932 CF

Basin D - Ultimate

Phase 1:	VI:	R = 0.60	C = 0.90	A = 169,884 SF	V = 7,645 CF
	VP:	R = 0.60	C = 0.20	A = 548,856 SF	V = 5,489 CF
				Phase 1 Total =	13,134 CF

Phase 2:	VI:	R = 0.73	C = 0.90	A = 169,884 SF	V = 9,301 CF
	VP:	R = 0.73	C = 0.20	A = 548,856 SF	V = 6,678 CF
				Phase 2 Total =	15,979 CF

Total = 29,113 CF



DRAINAGE BASIN MAP FOR:
LA BUENA VIDA
 A SUBDIVISION LOCATED IN BENTON COUNTY, WASHINGTON



6115 Burden Blvd, Suite E
 Pasco, WA 99301-8930
 509/547-5119
 509/695-3488
 509/547-5129 fax
 Internet: www.hdjdesigngroup.com

DESIGNED: SG	SCALE: H: 1"=200' V: N/A	SHEET
DRAWN: SG	DATE: JUNE 2016	1
CHECKED: KWB	JOB NO.: 4319-00	1

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>11/01/2016</u>	Execute Contract	_____
Subject:	<u>Budget Review</u>	Pass Resolution	<u> X </u>
	<u>Assessment</u>	Pass Ordinance	_____
	<u>Increase</u>	Pass Motion	_____
Prepared by:	<u>Victor Reeve</u>	Other	_____
Reviewed by:	_____		

BACKGROUND INFORMATION

The Benton County Noxious Weed Control Board presents a budget to the Benton County Board of Commissioners annually for review. This year we are presenting the biennial budget for years 2017-2018. This budget is based on an increase of 1 dollar (\$1) per parcel on approximately 69,000 parcels that are currently assessed by the Benton County Noxious Weed Control Board in Benton County.

SUMMARY

The current assessment has not changed since 1996, twenty years ago. The largest expense for the Benton County Noxious Weed Control Board is employee cost. To attract and retain employees that have the education, skills and licenses required we must offer a competitive wage and benefit package. Currently the staff consist of one coordinator that is primarily administrative, and one inspector to survey, monitor and assist county residents in an area that covers over 1,000,000 acres. Agriculture produces 925 million dollars of value on 700,000 acres. Farming is crossing boundaries of all kinds, from irrigation districts to county and even state lines, transportation of noxious weeds is a result of equipment and people going to work. We live in a unique area and time where vineyards and tourism are impacting the economy and environment as urban growth continues. People are leaving the confinements of city life to develop small acreages without the knowledge required to maintain them. The Benton County Noxious Weed Control Board has the desire and ability to be a resource for those individuals, farms and companies that are interested in becoming sustainable partners for the environment. Coordinating local and state agencies requires time and persistence over long periods to ensure control measures are in place and operational throughout the year. Environmental concerns have increased over the last twenty years, proactive involvement and education have become even more important as the demand and cost of restoration continues to increase.

RECOMMENDATION

Benton County Board of Commissioners grant the Benton County Noxious Weed Control Board an increase of one dollar (\$1) per parcel. The assessment will increase from \$3.63 to \$4.63 per parcel for budget years 2017—2018, and will include all lands currently assessed by the Benton County Noxious Weed Control Board within Benton County, Washington.

FISCAL IMPACT

A one dollar (\$1) per parcel assessment increase will increase the annual Benton County Noxious Weed Board by approximately sixty nine thousand dollars (\$69,000) per year with no impact to the general budget.

MOTION

- 1) Motion from the Benton County Board of Commissioners to accept resolution 161012 WB requesting one dollar (\$1) per parcel assessment increase.
- 2) Motion to accept resolution 161101 WB approving the 2017-2018 budget as presented.



Benton County Noxious Weed Control Board

509-943-6005 Email: bcnwcb@frontier.com
1908 Butler Loop Richland, WA 99354
Website: bentonweedboard.com

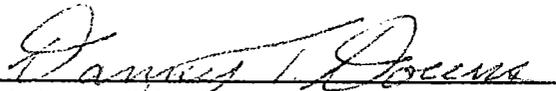
Date: October 12, 2016
Resolution No. 161012 WB

Whereas the Benton County Noxious Weed Control Board conducts a Noxious Weed Control Program in Benton County, pursuant to RCW 17.10, which is funded through benefit assessments subject to review by the Board of Benton County Commissioners: and

Whereas the rate of weed assessment proposed by the Benton County Noxious Weed Control Board for Tax Years 2017-2018 voted on and passed at an advertised public hearing held at the regular monthly meeting on October 12, 2016; would be increased from \$3.63 per parcel to \$4.63 per parcel. This one dollar (\$1.00) per parcel increase would be for all lands currently assessed within Benton County for the support of the 2017-2018 budget.

Therefore the Benton County Noxious Weed Control Board resolves to petition the Board of Benton County Commissioners to approve the assessment rate as proposed herein.

Resolution Approved by:


Chairman of the Board

10-12-16
Date


Board Member

10-12-16
Date


Board Member

10-12-16
Date

Benton County Noxious Weed Control Board

11-01-2016

Assessment Information

2016 Parcel Information

1-10 acre parcels-----	13,447	
10.01-100 acre parcels-----	2,453	
100.01-1000 acre parcels -----	1,574	
1000 plus acre parcels -----	<u>4</u>	
Total parcels 1 to 1000 acres	17,478	
Parcels of less than 1 acre	<u>50,856</u>	
		$68,334 \times \$3.63 = \$248,052$
		$68,334 \times \$4.63 = \$316,386$

2016 Acreage Information

1-10 acres total -----	40,099	acre average per parcel = 3
10.01-100 acres total -----	52,204	acre average per parcel = 21
<u>100.01-1000 acres total --</u>	<u>601,663</u>	<u>acre average per parcel = 382</u>
1000 + acres total -----	<u>5,013</u>	acre average per parcel = 1,253
Total acres		$698,979 \times \$0.005 = \$3,495$

$382 \times \$0.005 = \1.91 $382 \times \$0.10 = \38.20 // $698,979 \times \$0.10 = \$69,898$

Parcel History 2005 thru 2016

2005 -- 58,881	2009 -- 63,846	2013 -- 65,930	<i>9,453 parcel increase over 12 years. 788 per year average.</i>
2006 -- 60,466	2010 -- 64,415	2014 -- 66,671	
2007 -- 61,537	2011 -- 64,804	2015 -- 67,184	
2008 -- 62,696	2012 -- 65,212	2016 -- 68,334	

$9,453 \text{ parcel increase} \times \$3.63 = \$34,314$ / 12 years = $\$2,860$ per year

Assessment Worksheet

2017-2018 Assessment

2018 estimated increase 788 parcels 69,910 @ \$4.63 per parcel
Base Assessment = \$323,683 - \$13,982 treasurer charge = **\$309,701**

2017 estimated increase 788 parcels 69,122 @ \$4.63 per parcel
Base Assessment = \$320,034 - \$13,824 treasurer charge = **\$306,210**

Estimated Land Assessment

698,979 acres @ \$.005 = \$3,494 X 2 = **\$6,988**

Estimated Income 2017-2018 = \$622,899 increase of \$146,847

2015-2016 Assessment

2016 Parcels increase 1,150 -- 68,334 @ \$3.63 per parcel
Base Assessment = \$248,052 - \$13,666 treasurer charge = **\$234,386**

2015 Parcels increase 513 -- 67,184 @ \$3.63 per parcel
Base Assessment = \$243,877 Actual **\$238,172**

Estimated Land Assessment

698,979 acres @ \$.005 = \$3,494 X 2 = **\$6,988**

Estimated Income 2015-2016 = \$476,052 decrease of (\$6,296)

2013-2014 Assessment

2014 Parcels increase 741 -- 66,671 @ \$3.63 per parcel
Base Assessment = **\$242,015** increase of \$2,690

2013 Parcels increase 718 -- 65,930 @ \$3.63 per parcel
Base Assessment = **\$239,325** increase of \$2,606

Estimated Land Assessment

698,979 acres @ \$.005 = \$3,494 X 2 = **\$6,988**

Estimated Income 2013-2014 = \$488,328 **Actual Income \$478,854**



Benton County
Noxious Weed Control Board

509-943-6005 bcnwcb@frontier.com
1908 Butler Loop Richland, WA 99354

RESOLUTION NO. 161101 WB

RESOLUTION ADOPTING THE 2017-2018
BUDGET FOR THE BENTON COUNTY NOXIOUS WEED CONTROL BOARD

WHEREAS, a public meeting was held **October 12th, 2016** at the regular monthly meeting of the Benton County Noxious Weed Control Board, held at 6095 West Van Giesen West Richland Washington, at which time the Board of Directors reviewed and adopted the two year budget for 2017-2018.

IT IS HEREBY RESOLVED that the Directors of the Benton County Noxious Weed Control Board adopt and set its budget as follows:

Salary and Medical Stipend	\$ 312,000.00
Benefits	\$ 59,732.00
Supplies	\$ 29,000.00
Other Services	\$ 89,050.00
Capital Outlay	\$ 40,000.00
Inter-Fund expense	\$ <u>5,000.00</u>
TOTAL	\$ 534,782.00

Respectfully submitted, October 25, 2016

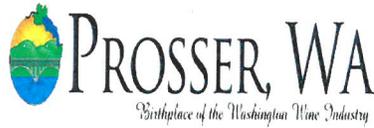


Chairman, Dan Downs

3 FT Employees**Parcel Rate \$4.63****Parcel Rate \$3.63**

BC Weed Board Budget	2017-2018
Assessment X 2 =	\$643,718.00
69,516 parcels X 4.63 X 2	per parcel \$9.26
Land Assessment	\$6,988.00
Treasure parcel cost	\$27,806.00
Working Assesment	\$622,900.00
31110 Salaries & Wages	\$258,000.00
31111 Medical Stipend	\$54,000.00
salary & med stipen total	\$312,000.00
31121 Social Security	\$19,344.00
31122 Medicare/health Ins.	\$4,524.00
23 SUTA / Unemployment	\$3,900.00
31124 Industrial Ins / L&I	\$3,120.00
31125 PR Tax Adjustment	
31126 Retirement	\$28,844.40
benefit total	\$59,732.40
10 & 20 Payroll Expense	\$371,732.40
33106 Oper Supplies	\$3,500.00
33107 Office Supplies	\$3,500.00
33108 Shop Supplies	\$3,000.00
33117 Chemical	\$4,000.00
33200 Fuel	\$15,000.00
supply expense total	\$29,000.00
34103 Professional Services	\$18,000.00
33131 Advertising	\$2,500.00
34202 Communications	\$10,000.00
43 Travel	\$2,500.00
34501 Rent	\$28,800.00
46 Insurance	\$12,500.00
34700 Utilities	\$6,000.00
34802 Repair & Maintenance	\$5,000.00
34908 Misc./dues/regis/lic	\$750.00
49.1 Education	\$2,000.00
Research & Bio Control	\$1,000.00
service expense total	\$89,050.00
64.0001 Capital assets	\$40,000.00
Inter-Fund Expense	\$5,000.00
Total Expense	\$534,782.40
per parcel cost	\$7.69
Net	\$88,117.60

2017-2018
\$504,686.00
\$7.26
\$6,988.00
\$27,806.00
\$483,868.00
\$258,000.00
\$54,000.00
\$312,000.00
\$19,344.00
\$4,524.00
\$3,900.00
\$3,120.00
\$28,844.40
\$59,732.40
\$371,732.40
\$3,500.00
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\$3,000.00
\$4,000.00
\$15,000.00
\$29,000.00
\$18,000.00
\$2,500.00
\$10,000.00
\$2,500.00
\$28,800.00
\$12,500.00
\$6,000.00
\$5,000.00
\$750.00
\$2,000.00
\$1,000.00
\$89,050.00
\$40,000.00
\$5,000.00
\$534,782.40
\$7.69
-\$50,914.40



October 26, 2016

Mr. Shon Small, Chairman
Benton County Board of Commissioners
620 Market Street
Prosser, WA 99350

RE: Agreement for Use of Jail Facilities

Dear Commissioner Small:

We are writing to the Board regarding a matter of great concern to the Cities in Benton County who utilize the Benton County Jail for housing municipal inmates. We are closing in on 60 days until the current contract expires and have not had one meeting with the Sheriff, County Administrator or other involved staff to begin negotiating a successor contract. Considering the fact that the current contract took several months to negotiate and approve, the Cities have made multiple attempts throughout 2016 to set up meetings to start the discussion and avoid a crisis. To date, we have not had a single meeting with Benton County to discuss a future jail contract.

It has come to our attention that at the Commissioner meeting held on October 18, 2016, a decision was made to discontinue the sharing of revenues derived from prisoner housing contracts with other governmental entities outside Benton County beginning in 2017. This revenue is factored into the bed day rate charged to the Cities under the current contract, and has historically been shared with the Cities to lower the costs. The Cities had no notice of this proposal, nor was it clearly listed on the agenda for the meeting. Furthermore, at the Commissioner meeting held on September 13, 2016, it was discussed that the County would continue to share contract revenue with the cities in Benton County. As constituents of the County and partners in providing public service, the Cities would have appreciated notice of this proposal and an opportunity to provide input. Further, the Cities would have appreciated an opportunity to negotiate a successor jail contract well in advance of the expiration of the current agreement.

It is our understanding, based on reviewing the meeting notice on your webpage, that on October 26, 2016, the Commissioners will participate in a budget workshop to address the jail budget. Although we received a letter on October 25th indicating that proposed contract language would be forthcoming, the Cities have not seen the proposed jail budget for 2017/2018. It is difficult to conceive that the Board will conduct a budget workshop regarding the Benton County Jail without any understanding of what the future jail contracts with the Cities will look like – how will this revenue be factored in, if at all? The Cities are well into the process of reviewing our proposed budgets, with the intent to adopt them in the next month. Without any idea of what the 2017 jail costs will be (a major contracted service for all cities), or if we will even have a contract after this year, it is difficult to properly incorporate these costs into our budget.

Mr. Shon Small
October 26, 2016
Page 2

The letter from the County received on October 25th also stated that the County is not interested in extending the current agreement. The Cities request the Board provide notice of whether it intends to negotiate a jail contract with the Cities for 2017 and beyond, or whether the Cities need to make other arrangements for their municipal inmates effective January 1, 2017 when the current agreement expires. Time is of the essence as we are fast approaching the date when we will not have a place to house in-custody defendants.

We look forward to your prompt response to this request, and if we do not hear back by November 1, 2016, we will assume that to mean that we need to make other arrangements for inmate housing as of January 1, 2017.

Very Truly Yours,



Steve C. Young, Mayor
City of Kennewick



Bob Thompson, Mayor
City of Richland



Randy Taylor, Mayor
City of Prosser



Brent Gerry, Mayor
City of West Richland