

March 7,
2011

THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
February 28, 2011, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Leo Bowman
Commissioner James Beaver
Commissioner Shon Small
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, Community Development Coordinator; Finance Manager Keith Mercer; Public Works Manager Steve Becken; Planning Manager Mike Shuttleworth; Human Services Manager Ed Thornbrugh; Safety Manager Bryan Perry; Deputy Treasurer Erhiza Rivera; DPA Ryan Brown; DPA Steve Hallstrom; County Engineer Malcolm Bowie; Sue Schuetze, Public Works; Treasurer Duane Davidson; Larry Moser, Public Works; Nick Kooiker; Ken Williams, Fire Marshal; RJ Lott, Planning; Sheriff Steve Keane; Undersheriff Jerry Hatcher; Jon Law and Carlos Trevino, Sheriff's Office; Sharon Paradis, Juvenile Court Administrator; Prosecuting Attorney Andy Miller via/videoconference.

Workshop Agenda

Commissioner Small reported on the following: contact with an individual regarding some new ideas for code enforcement and abandoned vehicles; meetings with elected officials and departments; Health District Administrator interviews.

Commissioner Beaver said they had selected an applicant for the Health District Administrator and were in the process of offering the position. Additionally, he reported on a meeting with Tri-City Visitor & Convention Bureau to discuss the stimulus package and Hanford layoffs and his attendance at the area soccer tournament.

Chairman Bowman said he met in Olympia with the WSAC Legislative Steering Committee and provided a copy of their agenda and priority list. Additionally, he provided a list of proposed bills that included natural resources; Human Services; labor/pensions; budget/finance/taxes; roads; and land use.

The Board agreed to have a discussion on legislative priorities for Benton County at the next regular board meeting so it could form a collective opinion on issues important to Benton County.

Chairman Bowman also discussed the redistricting process and the Board would have to make a decision about how it wanted to proceed. The Board agreed the advisory committee was the way to go.

The Board briefly recessed, reconvening at 9:00 a.m. for the regular session.

Approval of Minutes

The Minutes of February 14, 2011 were approved as corrected.
The Minutes of February 16, 2011 were approved.

Review Agenda

Commissioner Bowman requested that item "p" (Purchase of Trailer Mounted Jet Rodder) be pulled from the consent agenda.

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items "a" through "cc", pulling "p". Commissioner Small seconded and upon vote, the Board approved the following:

Animal Control

- a. Notice of Substantial Completion of the Animal Control Facility

Commissioners

- b. Letter to Safe Harbor Crisis Nursery
- c. Line Item Transfer, Fund No. 0305-101, Dept. 000
- d. Non-Bargaining Employee Benefits Contribution for Human Services, Juvenile Justice and Superior Court

Facilities

- e. Blanket Service Agreement w/Sierra Electric, Inc.
- f. Blanket Service Agreement w/R.W. Cox Drilling, LLP Pump Division

Fairgrounds

- g. Line Item Transfer, Fund No. 0124-101, Dept. 000
- h. Lease Amendment w/CPM Development Corporation dba Central Pre-Mix Concrete Co.
- i. Lease Agreement w/Atomic City Rollergirls

Human Services

- j. Mental Health Advisory Board Appointment
- k. Agreement, #10/11-RSAT-LCC-00, w/Lourdes Counseling Center

Juvenile

- l. Amended Professional Indigent Defense Services Agreement w/J Brown

Personnel

- m. Personal Services Contract Amendment w/The American Red Cross

Prosecuting Attorney

- n. Amendment 1 to Juvenile Clerical Collective Bargaining Agreement

Public Works

- o. Setting of Solid Waste Fee for 2011
- q. Authorization to Schedule Bid Date for Purchase of Refined Petroleum Products
- r. Authorization to Schedule a Request for Bids for E.R.&R. Purchase of Metal Traffic Signs

Sheriff

- s. Bi-Pin Interlocal Cooperation Agreement with Franklin County and Cities of Connell, Kennewick, Pasco, Richland and West Richland
- t. Interlocal Agreement for Special Investigations Unit with Franklin County and Cities of Connell, Kennewick, Pasco, Richland, West Richland and Prosser
- u. Federal Equitable Sharing Agreement and Certification w/Department of Justice
- v. Amended Agreement #K7926 w/WA State Department of Corrections for Jail Bed Space
- w. Line Item Transfer, Fund No. 0000-101, Dept. 120
- x. Salary Request Statement
- y. Agreement w/Benton County Fire District #1 for the Provisions of Work Crews
- z. Authorization for Vehicle Purchases
- aa. Contract w/Mel's Inter-City Towing
- bb. Ammunition Authorization Purchases from Dooley Enterprises, Inc and San Diego Police Equipment Company, Inc.; Rescinding Resolution 10-527

Treasurer

- cc. Establishing Treasurer's Service Fund, Fund No. 0128-101

Consent Item "p"

Chairman Bowman said he just wanted to know the cost to own versus renting from ER&R to make sure the County was doing the right thing. The Board agreed a cost comparison was the right thing to do.

Public Hearing – Right of Way Vacation – Nine Canyon Road and Finley Road

Sue Schuetze said the proposed vacation and abandonment of properties were numerous excess land pieces due to road construction. She said the Public Works Department received two letters (one from Benton PUD requesting a 10-foot utility easement and one from the Fire Marshall with no comment). She said her office opined the vacation to be in the best interest of the County and recommended the vacation as proposed, keeping a 10-foot utility easement. She said that once the action to abandon was approved, it would revert back to adjacent property owners.

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

MOTION: Commissioner Beaver moved to vacate the excess rights of way for portions of Nine Canyon Road and Finley Road, as requested by Public Works, and the 10 foot utility easement be retained as requested. Commissioner Small seconded and upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 9:15 a.m.

Continued Public Hearing – Short Plat Ordinance Amendments

Mike Shuttleworth presented the final ordinance amendments, as directed from the last public hearing. He said the changes were made and public input was closed.

MOTION: Commissioner Small moved to approve the ordinance amending BCC title 9.04 relating to short plat subdivisions. Commissioner Beaver seconded and upon vote, the motion carried.

Public Hearing – Short Plat Vacation – SPV 11-01

R.J. Lott summarized the request for vacation and said that all property owners were notified and no adverse comments were received. He did receive a phone call from an individual and he explained the purpose of the vacation was for the owner to create a straight line for better use of his property.

Public Testimony

Russell Wright, property owner, spoke in favor of the vacation.

Don Williams, neighbor, said his only concern was to make sure the vacation wasn't for an easement to the commercial agricultural vineyard on the other side of his property.

Mr. Lott said there was not access as it was currently designed, but if they wanted access, it would have to be granted by the property owner.

There was no one else present to testify.

MOTION: Commissioner Beaver moved to approve the vacation of easement, conditioned on the applicant recording a 30-foot private road easement as described. Commissioner Small seconded and upon vote, the motion carried unanimously.

Gang Team Workshop

Sheriff Steve Keane gave a Powerpoint presentation on gang issues in Benton County and briefly discussed the following:

- Impact of Gangs – Summary
- Statistical Data
- Financial Impact
- Impact to Community
- Proposal – Financial

Lupita Mason, School Counselor in Yakima, discussed her concern about the gang issues in her community, mainly safety concerns (walking to school, going to school, walking downtown); concern of school children; image of the city (graffiti affects people visiting or stopping to visit).

She then discussed the Yakima Police Dept. and the different programs in place, including school officers, gang prevention program taught to 4-7 graders; block watch and other community programs and the importance of the police department to work along with schools and the community.

Kennewick Police Chief Hohenberg said the police departments had collectively worked together to keep the community safe. He discussed the criminal apprehension team that was put together in Kennewick and the success of the program. He said there is a significant cost but if you get behind the curve with resources and prosecution and support, it is almost impossible to catch up. He said the biggest threat to the community and safety right now was the gangs and the time to do something was now.

Chairman Bowman said they needed to consider everything (all costs that might be involved) because there would be impacts throughout the system.

The Board agreed it was a priority, it was better to be proactive, and that it was prepared to sit down to start to work out the formula.

Juvenile Drug Court Services

Sharon Paradis and PA Andy Miller via/video conference requested the Board accept money from the Circle of Hope to fund two Franklin County youths so they could finish the drug court program.

Mr. Sparks said the thing to recognize was there would be two Franklin County youth in the program funded by the Circle of Hope.

The Board agreed.

The Board briefly recessed, reconvening at 10:52 a.m.

Executive Session – Potential Litigation

The Board went into executive session with DPA Jonathan Young at 10:52 a.m. for approximately five minutes to discuss potential litigation. Also present were Bryan Perry, Undersheriff Jerry Hatcher, Ryan Brown, Steve Hallstrom, David Sparks, Loretta Smith Kelty, and Cami McKenzie. The Board came out at 10:55 a.m. and Mr. Young said no decisions were made.

Executive Session – Potential Litigation

The Board went into executive session with DPA Jonathan Young at 10:55 a.m. for approximately five minutes to discuss potential litigation with the same parties present. The Board came out at 11:00 a.m. and Mr. Young said there were no decisions made in executive session.

Executive Session – Union Negotiations

The Board went into executive session at 11:00 a.m. for approximately 20 minutes with DPA Steve Hallstrom. Also present were Sarah Perry (contract attorney), Undersheriff Hatcher, Ryan Brown, Loretta Smith Kelty, David Sparks, and Cami McKenzie. The Board came out at 11:12 a.m. and announced that no decisions were made.

The Board briefly recessed, reconvening at 11:20 a.m.

MOTION: Commissioner Beaver moved to adopt the 2011-2012 Collective Bargaining Agreement Between Benton County and Benton County Deputy Sheriff's Guild. Commissioner Small seconded and upon vote, the motion carried unanimously.

Unscheduled Visitors

Chairman Bowman requested the discussion on legislative priorities be moved to the meeting on March 14, 2011.

Claim for Damages

CC 2011-04:	Received February 17, 2011 from Port of Benton
CC 2011-05:	Received February 22, 2011 from David Enlow
CC 2011-08:	Received February 28, 2011 from Ronnie Owen
CC 2010-21c:	Received February 25, 2011 from William Columbus Emmons
CC 2010-21d:	Received February 25, 2011 from William Arthur Emmons

Vouchers

Check Date: 02/15/2011
Warrant #: 231963-231984
Direct Deposit #: 61640-61837
Total all funds: \$111,190.35

Check Date: 02/15/2011
Taxes #: 10111024
Total all funds: \$31,221.11

Check Date: 02/18/2011
Warrant #: 28573-28827
Total all funds: \$1,568,820.00

Check Date: 02/25/2011
Warrant #: 29143-29503
Taxes #: 010102111, 010102112, 05010211
Total all funds: \$5,952,011.15

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

Resolutions

- 11-129 2011-2012 Collective Bargaining Agreement Between Benton County and Benton County Deputy Sheriff's Guild, Representing Commissioned Officers of the Sheriff's Office
- 11-130 Notice of Substantial Completion of the Animal Control Facility
- 11-131 Line Item Transfer, Fund No. 0305-101, Dept. 000
- 11-132 Non-Bargaining Employee Benefits Contribution for Human Services, Juvenile Justice and Superior Court
- 11-133 Blanket Service Agreement w/Sierra Electric, Inc.
- 11-134 Blanket Service Agreement w/R. W. Cox Drilling, LLP Pump Division
- 11-135 Line Item Transfer, Fund No. 0124-101, Dept. 000
- 11-136 Lease Amendment w/CPM Development Corporation dba Central Pre-Mix Concrete Co.
- 11-137 Lease Agreement w/Atomic City Rollergirls
- 11-138 Mental Health Advisory Board Appointment
- 11-139 Agreement, #10/11-RSAT-LCC-00, w/Lourdes Counseling Center
- 11-140 Amended Professional Indigent Defense Services Agreement w/J Brown
- 11-141 Personal Services Contract Amendment w/The American Red Cross
- 11-142 Amendment 1 to Juvenile Clerical Collective Bargaining Agreement
- 11-143 Setting of Solid Waste Fee for 2011
- 11-144 Authorization to Schedule Bid Date for Purchase of Refined Petroleum Products
- 11-145 Authorization to Schedule a Request for Bids for E.R.&R. Purchase of Metal Traffic Signs
- 11-146 BBi-Pin Interlocal Cooperation Agreement with Franklin County and Cities of Connell, Kennewick, Pasco, Richland and West Richland
- 11-147 Interlocal Agreement for Special Investigations Unit with Franklin County and Cities of Connell, Kennewick, Pasco, Richland, West Richland and Prosser
- 11-148 Federal Equitable Sharing Agreement and Certification w/Department of Justice
- 11-149 Amended Agreement #K7926 w/WA State Department of Corrections for Jail Bed Space
- 11-150 Line Item Transfer, Fund No. 0000-101, Dept. 120
- 11-151 Agreement w/Benton County Fire District #1 for the Provisions of Work Crews
- 11-152 Authorization for Vehicle Purchases
- 11-153 Contract w/Mel's Inter-City Towing
- 11-154 Ammunition Authorization Purchases from Dooley Enterprises, Inc and San Diego Police Equipment Company, Inc.; Rescinding Resolution 10-527
- 11-155 Establishing Treasurer's Service Fund, Fund No. 0128-101
- 11-156 Adopting Ordinance 484 Relating to Short Plat Subdivisions

There being no further business before the Board, the meeting adjourned at approximately 11:21 a.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Board Meeting
February 28, 2011, 1:15 p.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

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

Benton Irrigation District Interviews

The Board interviewed applicants Tonya Garberg and Dirk Martin for the open director position on the Benton Irrigation District. After review and consideration, the Board made the following motion and resolution:

MOTION: Commissioner Small moved to appoint Dirk Martin to the open director position on the Benton Irrigation District Board. Commissioner Beaver seconded and upon vote, the motion carried unanimously.

Resolution

No. 11-157: Appointment of Dirk Martin to Benton Irrigation District

There being no further business before the Board, the meeting adjourned at approximately 1:30 p.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/7/11</u>	Execute Contract _____	Consent Agenda <u> x </u>
Subject: <u>Precinct Boundaries</u>	Pass Resolution <u> x </u>	Public Hearing _____
Prepared by: <u>Stuart Holmes</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

The county auditor temporarily adjusts precincts boundaries after an annexation into a city as soon as possible after the annexation to accommodate the addition of the territory to the city and establish the eligible voters within the boundaries of the city. These changes will remain in effect until the county legislative authority adopts the precinct boundary modifications.

SUMMARY

One January 28th the City of Richland annexed 1,878 acres of unincorporated land into the city limits.

Following the certification of the February 8, 2011 Special Election the Benton County Auditor adjusted the precinct boundaries to incorporate the annexed territory.

RECOMMENDATION

Approve precinct boundary modifications proposed by the Benton County Auditor.

FISCAL IMPACT

None.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CHANGING PRECINCT BOUNDARIES WITHIN BENTON COUNTY:

ORDER

WHEREAS, the City of Richland annexed 1,878 acres of unincorporated land into the city limits; and

WHEREAS, it is necessary that certain precincts in Benton County be changed to comply with the statutes, now, therefore,

IT IS HEREBY ORDERED that the boundaries of various precincts in Benton County be established as follows:

Precinct Boundary Changes:

- Portion of Griffin (1408) into 320 (6320)
- Portion of Griffin (1408) into 316 (6316) *New Precinct
- Portion of Griffin (1408) into Orchards *New Precinct
- Portion of Griffin (1408) into Gage *New Precinct
- Portion of Griffin (1408) into El Rancho (5627)

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Cc: B. Chilton, Auditor; File; S. Holmes

S. Holmes

Legal Descriptions of effected precincts

6320 – 320

Beginning at the northeast corner of section 33 township 28 range 09. Then south 3237 ft along the eastern boundary of section 33 township 28 range 09. Then west 380 ft to farm vehicle road (a.k.a. northern boundary of parcel 133983000001000). Then northwesterly along the farm vehicle road (a.k.a. northern boundary of parcel 133983000001000) to the intersection with section 32 township 28 range 09. Then west along the northern boundary of section 32 township 28 range 09 approximately 695 ft. Then north approximately 324 ft to the intersection with a farm vehicle road (a.k.a. northeastern boundary of parcel 129982000001000). Then east approximately 1160 ft to the intersection with the western boundary of section 29 township 28 range 09. Then south along the boundary of section 29 township 28 range 09 to the intersection with the eastern boundary of I-82. Then southeasterly along I-82 to the intersection with the northern boundary of section 5 township 28 range 08. Then east along the northern boundary of section 5 township 28 range 08 to the northeast corner of section 5 township 28 range 08. Then south along the eastern boundary of section 5 township 28 range 08 to the intersection with Reata Rd. Then east along Reata Rd to the eastern boundary of section 4 township 28 range 08. Then north along the eastern boundary of section 4 township 28 range 08 to the southern boundary of parcel ID 103882020006006 on Bermuda Rd. Then northeasterly along the western boundary of the parcels on Bermuda Rd until the intersection with the eastern boundary of section 4 township 28 range 08. Then north to the southern boundary of eastern boundary of section 34 township 28 range 09. Then west to the southwest corner section 34 township 28 range 09. Then north 1437 ft along the west boundary of section 34 township 28 range 09. Then east 631 ft to the western boundary of Bent Rd. Then north 90 ft along Bent Rd. Then east 2788 ft to the centerline of Bermuda Rd. Then north along Bermuda Rd to the northern boundary of parcel ID 134984000002002. Then east along the northern boundary of parcel ID 134984000002002 and 134984012275002 to the intersection with the eastern boundary of section 34 township 28 range 09. Then south along the east boundary of section 34 township 28 range 09 to the southwest boundary of section 35 township 28 range 09. Then east along the south boundary of section 35 township 28 range 09 to the centerline of section 2 township 28 range 08. Then south 816 ft along the centerline of section 2 township 28 range 08. Then east 956 ft to the southwest corner of parcel ID 102881012378003. Then northwesterly along the west boundary of pacels 102881012378003, 102881012378003, 102881012378003, and 102881012760003 to the intersection with the northern boundary of section 2 township 28 range 08. Then east to the centerline of Leslie Rd. Then north 423 ft along Leslie Rd. Then west to the centerline of the canal. Then northwesterly along the centerline of the canal to the intersection with the eastern boundary of section 34 township 28 range 09. Then south along the western boundary of section 34 township 28 range 09 to the northern boundary of parcel 135982011729001. Then southwesterly along the boundaries of parcel

135982011729001 to the intersection with the western boundary of section 34 township 28 range 09. Then north 135 ft. Then west to the centerline of section 34 township 28 range 09. Then north along the centerline of section 34 township 28 range 09 to the northern boundary of section 34 township 28 range 09. Then west to the point of beginning.

5637 – Orchard

Beginning at the southwest corner of section 34 township 28 range 09. Then east to the southeast corner of section 34 township 28 range 09. Then north approximately 1200 ft to the northeast corner of parcel ID 134984012275002. Then northwesterly along the boundary of parcel ID 134984012275002 to the northeast corner of parcel ID 134984000002002. Then southwest along the boundary of parcel 134984000002002 to its intersection with Bermuda Rd. Then south along Bermuda Rd approximately 310 ft to its intersection with parcel ID 134984000001006. Then west approximately 2790 ft to the intersection with Bent Rd. Then south along Bent Rd approximately 90 ft. Then west approximately 630 ft to the western boundary of section 34 township 28 range 09. Then south to the point of beginning.

5636 – Gage

Beginning at the intersection of Gage Blvd and Morency Dr. Then southerly along Gage Blvd approximately 100 ft to the western boundary of section 34 township 28 range 09. Then north to the centerline of the ditch. Then westerly approximately 1032 ft to the eastern boundary of parcel ID 134981000003002. Then south approximately 505 ft to the south west corner of parcel ID 134981000003002. Then east 900 ft to the northeast corner of parcel ID 134981030003001. Then south approximately 135 ft to the southeast corner of parcel ID 134981030003001. Then east approximately 470 ft along the southern boundary of parcel ID 135982011729001 to Morency Dr. Then northerly to the point of beginning.

6316 – 316

Beginning at the northeast corner of section 31 township 28 range 09. Then west to the eastern boundary of I-82. Then south along I-82 to its intersection with the eastern boundary of section 31 township 28 range 09. Then north to the point of beginning.

5627 – El Rancho

Beginning at the northwest corner of section 4 township 28 range. Then south along the west boundary of section 4 township 28 range to the intersection with Reata Rd. Then east along Reata Rd to the eastern boundary of section 4 township 28 range 08. Then north along the eastern boundary of section 4 township 28 range 08 to the southern boundary of parcel ID 103882020006006 on Bermuda Rd. Then northeasterly along the western boundary of the parcels on Bermuda Rd until the intersection with the eastern boundary of section 4 township 28 range 08. Then north to the southern boundary of eastern boundary

of section 34 township 28 range 09. Then east 7985 ft (a.k.a. centerline of section 2 township 28 range 08). Then south 815 ft along the centerline of section 2 township 28 range 08. Then east to the centerline of the canal. Then south along the center line of the canal to the intersection with the southern boundary of Reata Rd. Then east along Reata Rd to the western boundary of Leslie Rd. Then south along Leslie Rd until the intersection with the eastern boundary of parcel 111881012147003. Then south along the east boundary of parcel 111881012147003 to the intersection with I-82. Then west along I-82 to the intersection with the northern boundary of section 5 township 28 range 08. Then west along the north boundary of section 5 township 28 range 08 to the south east corner of section 31 township 28 range 09. Then north along the east boundary of section 31 township 28 range 09 to the intersection with the eastern boundary of I-82. Then south along the eastern boundary of I-82 to the northern boundary of section 5 township 28 range 08. Then west to the point of beginning.

1408 – Griffin

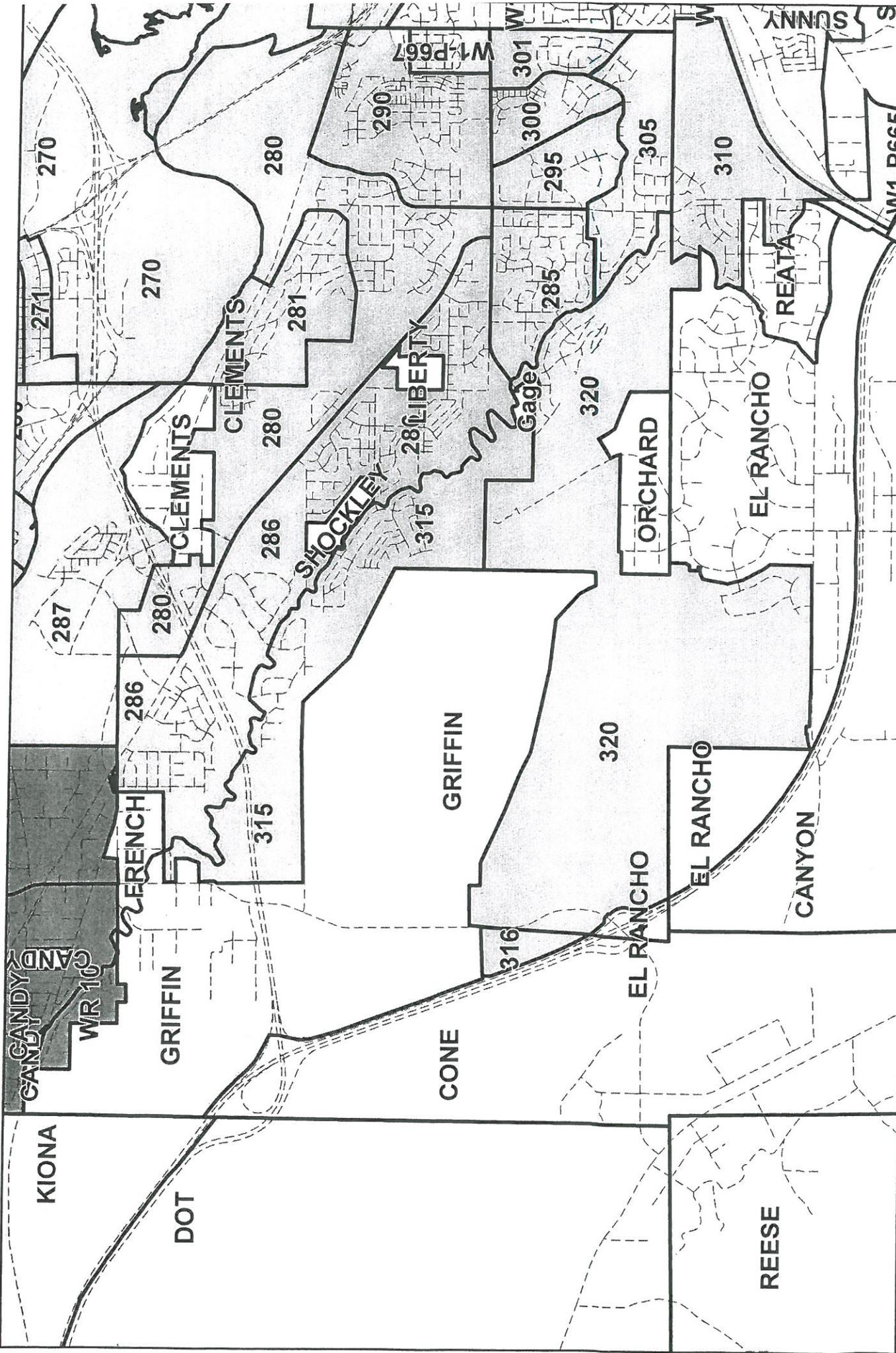
Beginning at the northwest corner of section 19 township 28 range 09. Then south along the west boundary of section 19 township 28 range 09 to the intersection with the eastern boundary of I-82. Then south along I-82 to the southern boundary of section 30 township 28 range 09. Then east along the southern boundary of section 30 township 28 range 09 to Dallas Rd. Then north 329 ft along Dallas Rd. Then east 1154 ft. Then south 324 ft to the southern boundary of section 29 township 28 range 09. Then east 642 ft along the southern boundary of section 29 township 28 range 09. Then southeasterly along a farm vehicle road (a.k.a. the northern boundary of parcels 132981000002001 and 133983000001000) to the intersection with the east boundary of section 33 township 28 range 09. Then north along the east boundary of section 33 township 28 range 09 to the southeast corner of parcel 128981012923001. Then northwesterly along the parcel boundaries of parcel 128981012923001, 128982012727006 and 128982012727004 to the northern boundary of section 28 township 28 range 09. Then west along the northern boundary of section 28 township 28 range 09 to the southwest corner of parcel 120983000002000. Then north to the southwest corner of parcel 120982011585003. Then east to the southeast corner of parcel 120982011585004. Then north to the northeast corner of parcel 120982012806002. Then west to the northwest corner of parcel 120982012806001. Then north along Dallas Rd to the northwest corner of parcel 120982011852005. Then east to the centerline of the canal. Then northwesterly along the centerline of the canal to the intersection with the northern boundary of section 19 township 28 range 09. Then west along the northern boundary of section 19 township 28 range 09 to the northeast corner of parcel 119981012826001. Then south to the southeast corner of parcel 119981012826003. Then west to the southwest corner of parcel 119981012826003. Then north to the northern boundary of section 19 township 28 range 09. Then west to the centerline of section 18 township 28 range 09. Then north 1330 ft along the centerline of section 18 township 28 range 09. Then

west 1327 ft. Then directly north to Kennedy Rd. Then northwesterly along Kennedy Rd to the centerline of section 18 township 28 range 09. Then west to the west boundary of section 18 township 28 range 09. Then south to the point of beginning.



BENTON COUNTY
GEOGRAPHIC
INFORMATION
SYSTEMS
DEPARTMENT

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b

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 07 Mar 2011 Subject: Office of Col River Memo Date: 02 Mar 2011 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

A letter for Commissioner consideration, in support of the Department of Ecology's Office of Columbia River. The Kennewick Irrigation sent a similar letter (attached) and encouraged the County's doing similar if we were in support of the work that the OCR is doing.

FISCAL IMPACT

None.

Leo Bowman
District 1
Shon Small
District 2
James Beaver
District 3

Board of County Commissioners BENTON COUNTY

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator



7 March 2011

8th District Senator Jerome Delvin
8th District Representative Larry Haler
8th District Representative Brad Klippert

16th District Senator Mike Hewitt
16th District Representative Terry Nealey
16th District Representative Maureen Walsh

Re: Office of Columbia River

Dear Legislators:

Benton County encourages your full support of the Department of Ecology's Office of Columbia River as you prepare the capital and operating budgets for the next biennium.

The County works with Ecology and specifically with the Office of Columbia River on multiple ongoing projects in our area, notably the multi-year Yakima River Basin Water Enhancement Project planning and projects related to Columbia River water supply development. We have been able to develop an excellent working relationship with the Office, whose staff always make the extra effort to make themselves available to us. It has taken several years to develop these relationships and the efficiencies that come with them. It would be unfortunate if the organization was to be dismantled.

Our difficult economic times reinforces the need to continue investments in the most effective water programs to ensure both the near term and long term health and sustainability of Eastern Washington's economy. We look forward to working with you, and with the Department of Ecology on these challenges, and we thank you for your attention to this issue.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Leo Bowman, Chairman

cc: Ted Sturdevant, Director, Department of Ecology
Derek Sandison, Director, DOE Office of Columbia River

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE LEASE AGREEMENT FOR TWO COPIERS FROM XEROX CORPORATION FOR THE BENTON COUNTY DISTRICT COURT.

WHEREAS, the Benton County District Court has a need for a multi-function copier and printer to support its staff.

WHEREAS, District Court has researched the copiers available through Washington State Contract #03706 which provides copier leases to local government agencies on very favorable terms and at very competitive rates;

WHEREAS, after reviewing the available makes and models, it has been determined that Xerox Model W5755PT best meets the needs of the Benton County District Court.

NOW, THEREFORE,

BE IT RESOLVED, that the Chair of the Benton County Board of County Commissioners is hereby authorized to sign the Lease Agreement with Xerox, Corporation, incorporating the terms of Washington State Contract #03706 in the lease of (2) Model W5755PT multi-function copier/printers for a period of 48 months at the rate of \$292.20 per month with all supplies and consumables included.

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

LEASE/PURCHASE AGREEMENT

Benton County, Washington

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

PURCHASE REFERENCE

No. _____
This order number should appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: Xerox Corp., 6400 Southcenter Blvd., Tukwila, WA 98188-2547

VENDOR CODE: (Fed. Tax ID) 16-0468020

VENDOR CONTACT: Michelle Yoshino

VENDOR CONTACT PHONE: (714)262-8854

TYPE OF LEASE: Copy machine lease per WA State Contract #03706.
Single invoice for both operating lease and overages.

SHIP TO:

Benton County Dist. Court
Probation Dept.
Bldg. A
7122 W. Okanogan Place
Kennewick, WA 99336-2359

BILL TO:

Benton County Dist.
Court Probation Dept.
Bldg. A
7122 W. Okanogan Pl.
Kennewick, WA 99336-2359

REMIT TO:

Xerox Corp.
PO Box 7405
Pasadena, CA 91109-7405

AGREEMENT:

In exchange for the consideration identified herein, Vendor agrees to provide the listed office equipment to Benton County under the terms described within this Agreement and WA State Contract #03706.

P.O. DATE:

Delivery Date: 3/15/11

Line	Model	Description	Term	Unit Price	Total Price
1	Xerox W5755PT	Lease of 2 quantity Xerox W5755Pt copiers per Washington State Contract #03706. Payment and meter reading/billing for additional images conducted monthly. Cost per color image: N/A. Cost per BW copy: \$0.0062.	48 Months	\$132.69	\$265.38
2	Xerox W5755PT	2 quantity OFC50FIN-Office Finisher per Washington State Contract #03706.	48 Months	\$10.95	\$21.90
3	Xerox W5755PT	2 quantity Three hole punch per Washington State Contract #03706.	48 Months	\$2.46	\$4.92
Trade in of Xerox WC5655 P S/N WTD710031, WC5655 P /s/N WTD713232, Request install date of March 15, 2011, final payment #39			SUB TOTAL =		\$292.20
			8.6% SALES TAX =		na
			TOTAL ORDER =		\$292.20
The term of this Agreement shall be 48 months: Beg: March 15, 2011 through: March 16, 2015					

This Lease/Purchase Agreement incorporates by reference all terms and conditions of an operating lease issued off the State of Washington Contract No. 03706 (Addendum A), including the addition of, and updated pricing for, the Xerox products identified above (Addendum B).

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

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

Contact: Jacki Lahtinen, Benton Co. Dist. Ct.

Title: Administrator

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

Phone: (509) 735-8476 ext 3255

Fax: (509) 736-3069

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 03706
2. This Lease/Purchase Agreement.

Approved as to Form
(Deputy Prosecutor):

[Handwritten Signature], DPA

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

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

Vendor Name (Print): Xerox Corporation Title: Account General Manager Date: 2-18-11

Vendor Signature: Michelle Yoshino

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

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

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date:	3/7/2011	Execute Contract	_____
Subject:	Blanket Contract	Pass Resolution	_____
Prepared by:	L. Small	Pass Ordinance	_____
Reviewed by:	L. Smith Kelty	Pass Motion	_____
		Other	_____
			Consent Agenda <u> X </u>
			Public Hearing _____
			1st Discussion _____
			2nd Discussion _____
			Other _____

BACKGROUND INFORMATION

Benton County Facilities have contracted with Moon Security Services, Inc. for a number of years for regular security and monitoring services to included other miscellaneous services they are qualified to perform.

For the past couple years, Benton County has entered into a Blanket Contract for "as needed" services with Moon Security for the monthly security and monitoring services and also for any additional installation services or repair services needed so that we have a contract in place when such service needs arise.

RECOMMENDATION

The recommendation is to enter into a blanket contract with Moon Security Services, Inc. for security and monitoring services for all Benton County locations in accordance with the attached contract, and for "as needed" installation and repair services with a contract term commencing January 1, 2011 and terminating December 31, 2011.

FISCAL IMPACT

There would be a fiscal savings by entering into an annual blanket contract, as it would cost time and money to prepare a contract for each and every service needed.

MOTION

Move to award an annual blanket contract between Benton County and Moon Security Services, Inc. for regular security and monitoring services and for "as needed" services they are qualified to perform for all Benton County locations for a contract amount not to exceed \$15,000 plus WSST, and authorize the Chairman of the Board to sign the attached contract.

RESOLUTION

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

IN THE MATTER OF A SERVICE AGREEMENT FOR SECURITY MONITORING AND "AS NEEDED" REPAIR SERVICES WITH MOON SECURITY SERVICES, INC. FOR VARIOUS BENTON COUNTY LOCATIONS

WHEREAS, per resolution 09-811, any public works services or materials involving less than \$25,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, Benton County uses Moon Security Services, Inc., Pasco, WA – License No. MOONSS*246P8 to provide regular security services for the Fairgrounds, Justice Center, Coroner's Bldg., Courthouse, Health District Bldg, Human Services, & Crisis Response and Animal Control; and

WHEREAS, the 2010 contract with Moon Security Services expired on December 31, 2010 and the Facilities Manager recommends entering into another service agreement for both the regular security services along with "as needed" services for unanticipated on site repair services for any and all Benton County locations; and

WHEREAS, the prices for said services are in accordance to the service agreement and price rates attached hereto for an accumulative contract amount not to exceed \$15,000 plus WSST; **NOW, THEREFORE,**

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and hereby awards Moon Security Services the service agreement for regular services and any "as needed" services for all Benton County locations; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the service agreement attached hereto; and

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2011.

Dated this _____ day of _____, 2011

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **MOON SECURITY SERVICE, INC.**, a corporation authorized to do business in the State of Washington with its principal offices at 515 West Clark, Pasco, WA 99301 (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 - Contractor's Rates for 2011
- b. Exhibit B - Washington State Prevailing Wage Rates

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2011 and shall expire on December 31, 2011, unless earlier terminated pursuant to Section 16 herein. Price adjustments of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide regular security monitoring services and "as needed" on site repair services for all Benton County locations in accordance with the CONTRACTORS price rates attached hereto as Exhibit A. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill 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. Individual jobs or work orders for

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 3/7/2011	Execute Contract _____	Consent Agenda <u> X </u>
Subject: Blanket Contract	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: L. Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Benton County Facilities have solicited services from Apollo Sheet Metal, Inc. for numerous years for plumbing, sheet metal, HVAC, and other miscellaneous services they are qualified to perform. Apollo Sheet Metal has always provided Benton County with professional services and on a timely manner.

For the past couple years, Benton County has entered into a Blanket Contract for “as needed” services with Apollo Sheet Metal, Inc. so that we have a contract in place when such service needs arise.

RECOMMENDATION

The recommendation is to enter into a blanket contract with Apollo Sheet Metal, Inc. for “as needed” services for all Benton County locations to include the Fairgrounds and Animal Control Facility. For a contract term commencing January 1, 2011 and terminating December 31, 2011.

FISCAL IMPACT

There would be a fiscal savings by entering into an annual blanket contract, as it would cost time and money to prepare a contract for each and every service needed.

MOTION

Move to award an annual blanket contract between Benton County and Apollo Sheet Metal, Inc. for “as needed” services they are qualified to perform for a contract amount not to exceed \$25,000 including WSST, and authorize the Chairman of the Board to sign the attached contract.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR PLUMBING, SHEET METAL AND HVAC SERVICES WITH APOLLO SHEET METAL, INC. FOR ALL BENTON COUNTY FACILITIES

WHEREAS, per resolution 09-811, any public works services or materials involving less than \$25,000, advertisement and competitive bidding may be dispensed, and such contracts may be entered into after direct negotiation and authorization from the Board of Benton County Commissioners; and

WHEREAS, the Facilities Manager recommends a blanket service agreement with Apollo Sheet Metal, Kennewick, WA to be put in place for "as needed" services for plumbing, sheet metal, HVAC, and other miscellaneous services they are qualified to perform throughout all Benton County locations for small projects costing less than \$25,000; and

WHEREAS, this blanket contract would allow the Facilities Manager to move forward with services without requiring a contract for each service needed; and

WHEREAS, the prices for said services is in accordance to the agreement and Apollo Sheet Metal, Inc. price rate attached hereto for an accumulative contract amount not to exceed \$25,000 including WSST; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the recommendation and hereby awards Apollo Sheet Metal, Inc. the blanket service agreement for "as needed" services for all Benton County locations; and

BE IT FURTHER RESOLVED the Board hereby authorizes the Chairman to sign the service agreement attached hereto; and

BE IT FURTHER RESOLVED the term of the attached contract begins January 1, 2011 and terminates December 31, 2011.

Dated this _____ day of _____, 2011

Chairman of the Board

Member

Member

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 **APOLLO SHEET METAL, INC.**, a Washington corporation with its principal offices at 1201 West Columbia Drive, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A - Contractor's Proposal - 2011 Hourly Rates
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2011 and shall expire on December 31, 2011 unless earlier terminated pursuant to Section 16 herein. Price adjustments of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR agrees to provide "as needed" plumbing and pipefitting, sheet metal, and HVAC repair services (herein after "sheet metal services") for all Benton County locations, including the Benton County Fairgrounds & Animal Control Facility in accordance with the CONTRACTORS 2011 price list proposal attached hereto as Exhibit A. In the event that 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 such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any

f

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
OPERATING BUDGET FUND NUMBER 0124-101, DEPARTMENT NUMBER 000.

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

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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
575.400	4403	Advertising-Promotional	\$100	575.400	9111	Intrafund Professional Services	\$100
TOTAL				TOTAL			
\$100				\$100			

Explanation:
 Intrafund Professional Services line item will allow Benton County Fairgrounds the ability to purchase GIS maps of the Fairgrounds property for public viewing and project mapping.

Prepared by:

Date:

Approved

Denied

Date: _____

Chairman

Member

Member

9

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

WHEREAS, The Benton County Fairgrounds has accumulated a large amount of surplus vehicles and space availability is limited; and

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

WHEREAS, the Benton County Facilities Supervisor has determined that the personal property on Attachment A is not desired by any other County department or office; and,

WHEREAS, all the items listed have an estimated value between \$50 and \$200; and,

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

BE IT RESOLVED, that, based on the recommendation of the Benton County Facilities Supervisor, all items included on Attachment A are hereby surplused and

BE IT FURTHER RESOLVED, that the personal property listed in Attachment A shall be sold to Hoburg Enterprises, Kennewick, WA, as scrape salvage, and,

BE IT FURTHER RESOLVED, that, upon successful sale of surplused items, the Personal Property Manager shall be authorized to take all action necessary to transfer title of items listed in Attachment A.

Dated this _____ day of _____, 20__ __.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Prepared by C. Bowen

ATTACHMENT A

BENTON COUNTY FAIRGROUNDS JUNK VEHICLE AFFIDAVIT LIST

<u>VEHICLE ID NUMBER</u>	<u>YEAR</u>	<u>MAKE</u>
1FTEF15F6CRA36394	1982	FORD P/U
F50BRL47245	1971	FORD 4 FB
2GCDC14ZXL1157325	1990	CHEVY P/U
1GCCS14E4G8182915	1986	CHEVY S-10
UNKNOWN VIN #- LIC. PLATE #-TC8117		FORD D.TRUCK

h

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE GOLD WING ROAD RIDERS
ASSOCIATION, INC.**

WHEREAS, the Gold Wing Road Riders Association, Inc. will provide the Benton County Fairgrounds \$1890.00 plus camping fees to hold a motorcycle rally at the Fairgrounds on May 27 – 29, 2011; and

WHEREAS, compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Deputy Administrator and Fair Grounds Office Manager recommends the Gold Wing Road Riders Association, Inc. Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Gold Wing Road Riders Association, Inc. shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Gold Wing Road Riders Association, Inc.

Dated this _____ day of _____ 2011.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 586-9211 ext 200

LEASE AGREEMENT

TODAY'S DATE: **December 6, 2010**

LEASE AGREEMENT NUMBER: **17.11**

EVENT DATE(S): **May 27, 28,29, 2011**

NUMBER OF DAYS: **3**

BUILDING(S) / AREA: **Grounds – Including Buildings 3,4, Oak Street Area, North and Central Lawn and West RV Areas**

LESSEE: **Gold Wing Road Riders Association, Inc**

MAILING ADDRESS: **710 N 8th Ave, Pasco, WA 99301**

CONTACT: **Alex Piper, Chapter Director**

HOME PHONE: **509-546-0846**

CELLULAR PHONE: **509-492-0100**

TIME OF THE EVENT: **Friday – Sunday 8:00 am -11:00 pm**

TYPE OF EVENT: **Annual Goldwing Riders Function**

ESTIMATED ATTENDANCE: **200**

SELLING TICKETS: YES NO

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE BENTON COUNTY FAIRGROUNDS AND THE SOCIETY FOR CREATIVE ANACHRONISM, INC.

WHEREAS, The Society for Creative Anachronism, Inc. will provide the Benton County Fairgrounds \$5,650.00 to hold a Medieval Fair at the Fairgrounds on May 20-22, 2011; and

WHEREAS, compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased, and per Resolution 07-870, the agreement must be approved by the Board of Benton County Commissioners; and

WHEREAS, the Benton County Deputy Administrator and Fairgrounds Office Manager recommends The Society for Creative Anachronism, Inc. Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with The Society for Creative Anachronism, Inc. shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with The Society for Creative Anachronism, Inc.

Dated this _____ day of _____ 2011.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20
Kennewick, WA 99337
(509) 586-9211 ext 200

LEASE AGREEMENT

TODAY'S DATE: **December 3, 2011**

LEASE AGREEMENT NUMBER: **16.11**

EVENT DATE(S): **May 20-22, 2011**

NUMBER OF DAYS: **3**

BUILDING(S) / AREA: **Commercial Pavilion, Oak Street, North and Central Lawns,
West Rv Camp area**

LESSEE: **Society for Creative Anachronism Inc.**

MAILING ADDRESS: **137 S Gibby Road, Moses Lake, WA 98837**

CONTACT: **Heather Parchen, President**

HOME PHONE: **509-750-1796** CELLULAR PHONE: **509-750-5636**

TIME OF THE EVENT: **8:00 am until 11:00 pm daily**

TYPE OF EVENT: **Medieval Fair**

ESTIMATED ATTENDANCE: **700-800**

SELLING TICKETS: YES NO

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/7/11</u>	Execute Contract _____	Consent Agenda X
Subject: <u>CONTRACT TERMINATION</u>	Pass Resolution X	Public Hearing _____
Prepared by: <u>ERIC HSU</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

Attorney Scott Johnson previously was the holder of a District Court defense contract (BCDC0810SWJ001) scheduled to expire on December 31, 2010, which he relinquished in favor of a Superior Court contract effective December 1, 2010. A previously executed resolution recognized this transition from District Court to Superior Court. However, Mr. Johnson had already executed the new District Court contract (BCDC1113SWJ001) that was intended to replace the expiring BCDC0810SWJ001 (that has an effective date of January 1, 2011) and that contract should also be rescinded.

SUMMARY

Since Attorney Scott Johnson has relinquished his District Court defense contract and accepted a Superior Court contract instead, it is necessary and appropriate to rescind his District Court agreement designated BCDC1113SWJ001.

RECOMMENDATION

Execute resolution as proposed, rescinding BCDC1113SWJ001 and further rescinding resolution 10-535.

FISCAL IMPACT

None.

MOTION

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

**IN THE MATTER OF TERMINATING PROFESSIONAL SERVICES AGREEMENT
BCDC1113SWJ001 FOR INDIGENT DEFENSE SERVICES IN BENTON COUNTY
DISTRICT COURT**

WHEREAS, attorney Scott W Johnson (“Attorney”) presently holds professional services agreement BCDC0810SWJ001 to provide indigent defense services in Benton County District Court; and

WHEREAS, Attorney has been offered and has accepted a full professional services agreement in Benton County Superior Court to provide indigent defense services in that court with an effective start date of December 1, 2010; and

WHEREAS, Attorney accordingly must terminate his District Court agreement and has provided written notice of intent to do so (attached); and

WHEREAS, Attorney has already fulfilled his obligation to accept the contractual caseload cap of 360 cases in his District Court agreement so an effective termination date of December 31, 2010 is appropriate; and

WHEREAS, in light of the transfer to Superior Court, it is in Benton County’s best interests to waive the otherwise applicable 90 day notice for termination;

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement with Attorney, designated BCDC0810SWJ001, be terminated effective December 31, 2010, and Resolution 10-535 is hereby rescinded.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

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

Attest:
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: _____ Subject: <u>CONTRACT</u> Prepared by: <u>ERIC HSJ</u> Reviewed by: _____	Execute Contract <u>X</u> Pass Resolution _____ Pass Ordinance _____ Pass Motion _____ Other _____	Consent Agenda <u>X</u> Public Hearing _____ 1st Discussion _____ 2nd Discussion _____ Other _____

BACKGROUND INFORMATION

Attorney Norma Rodriguez is the public defender assigned to the Benton/Franklin Counties drug court. Her current agreement expired December 31, 2010. After details about the funding and resources available for the bi-county drug court program have now been finalized, attorney Rodriguez has now signed the agreement. Incidentally, in light of funding issues, attorney Rodriguez has continued to agree to a 50% pay cut compared to what her compensation in years previous to 2010.

SUMMARY

A professional services agreement with attorney Norma Rodriguez to provide indigent representation services on the Benton and Franklin Counties drug court is presented for signature by the Board of Commissioners.

RECOMMENDATION

Recommend executing the professional services agreement with attorney Norma Rodriguez as presented.

FISCAL IMPACT

No fiscal impact is anticipated. Funding for this agreement has already been designated as part of the Bi-county adult drug court.

MOTION

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____
FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF EXECUTING CONTRACT #BFSC1111NR002D WITH ATTORNEY NORMA
RODRIGUEZ FOR INDIGENT DEFENSE SERVICES IN BENTON-FRANKLIN COUNTIES
SUPERIOR COURT REPRESENTING PERSONS PARTICIPATING IN THE BENTON-FRANKLIN
COUNTIES ADULT DRUG COURT.

WHEREAS, despite serious fiscal constraints, Benton and Franklin Counties have elected to fund the Benton-Franklin Counties Adult Drug Court program;

WHEREAS, in recognition of these fiscal constraints, attorney Norma Rodriguez, who has been appointed counsel for participants in the Adult Drug Court, has voluntarily agreed to accept reduced compensation equivalent to 50% of what she otherwise would be entitled under previous (pre-2010) contract terms (ie \$2,060 per month);

WHEREAS, it is in both Benton and Franklin Counties' best interests to re-contract with attorney Norma Rodriguez at this reduced rate;

NOW THEREFORE, BE IT RESOLVED THAT the attached contract with attorney Norma Rodriguez, for her services to participants in the Benton-Franklin Counties Adult Drug Court, designated BFSC1111NR002D, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman of the Board

Chairman Pro-Tem

Chairman Pro-Tem

Member

Member

Constituting the Board of County
Commissioners, Benton County
Washington

Constituting the Board of County
Commissioners, Franklin County
Washington

Attest:
Clerk of the Board

Attest:
Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO PERSONS PARTICIPATING IN BENTON-FRANKLIN SUPERIOR COURT ADULT
DRUG COURT PROGRAM
#BFSC1111NR002D**

THIS AGREEMENT is entered into by and between **NORMA RODRIGUEZ**, attorney at law, Washington State Bar Association # 22938 ("Attorney"), and the **COUNTIES of BENTON and FRANKLIN**, both State of Washington political subdivisions (the "Counties"), for and on behalf of the Benton and Franklin Counties Superior Court.

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

- A. The Counties have the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the Counties' jurisdictional boundaries.
- B. Drug court programs, such as the Benton-Franklin Superior Court Adult Drug Court program, have been shown to reduce recidivism and save taxpayers nationwide money and resources through offering participants an alternative to full criminal prosecution at the pre-adjudication level.
- C. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, has successfully completed the National Drug Court Institute's Comprehensive Drug Court Defense Counsel training, and desires to continue contracting with the Counties to provide legal services to persons participating in the Benton-Franklin Superior Court Adult Drug Court program.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Counties and Attorney hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **January 1, 2011**, and shall continue thereafter through and including the **31st day of December, 2011**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **ATTORNEY'S OFFICE LOCATION.**

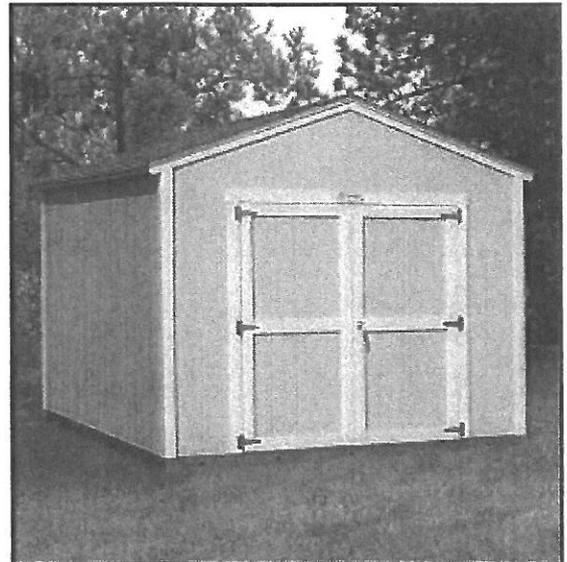
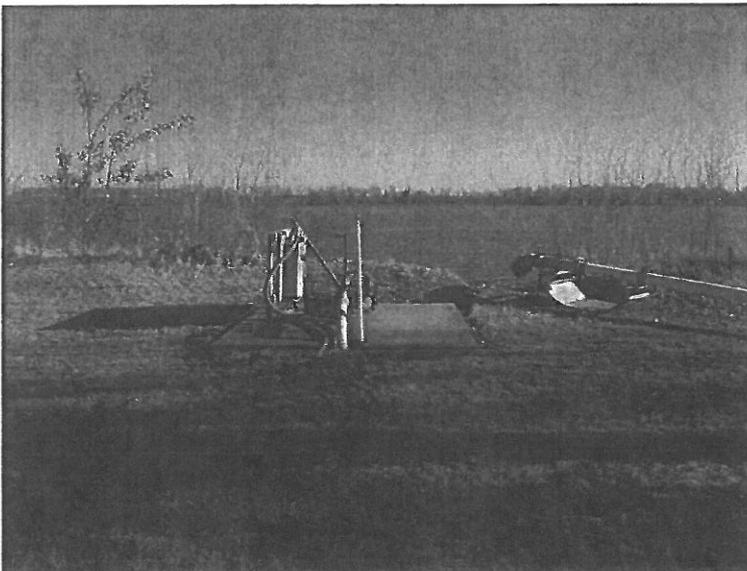
a. Attorney presently and regularly maintains an office adequate and appropriate for the practice of law at 7502 West Deschutes Place, Kennewick, WA, 99336. Attorney's current local office telephone and fax numbers are (509) 783-5551 and (509) 736-1151, respectively; and Attorney's current office/work e-mail address is norma@rodriguezlawwa.com.

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 07 Mar 2011 Subject: Pump Station Shed Memo Date: 25 Feb 2011 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

Most of the irrigation at Two Rivers Park is delivered via the Columbia River, and we have a pump that draws water from the river that is located in the northern portion of the park. The pump, electrical works, and other mechanics are located on a concrete pad and has been enclosed by a deteriorating cyclone fence. For years, the site has been an eyesore, has presented safety concerns, and has been entirely exposed to the elements, leading to the accelerated decay of the works.

After looking at several options for upgrading the site, staff has selected the placement of a small shed enclosure, and recommends this approach. This particular shed would be purchased as a kit from Home Depot, and is of dimensions that fit the existing pad. The enclosure would better protect the housings and electrical works from the weather, animals, and other mischief; and could also provide a little bit more storage at this location in the park which is several hundred yards from the maintenance compound. While the texture of this part of the park would change a little by now having a small building there, it would be painted to match the rest of the park's motif, and would be more attractive than the unsightly pump station in its current form. The dimensions of the shed would be 8'x10'x10'.



The photo on the left is the site as it currently exists. It has been prepared for the arrival of the shed kit by dismantling of the old fence that went around the perimeter of the pad and cleaning up of other stuff that was inside the enclosure. The shed dimensions will be just right for the existing pad – no additional site preparation necessary. A photo of the shed model that we would be purchasing is on the right.

FISCAL IMPACT

The quote we received back in December was for \$2,976, including sales tax. This will be paid from the Park Development Fund.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF CONSTRUCTION OF A PUMP HOUSE SHED
AT TWO RIVERS PARK

WHEREAS, the irrigation pump station at Two Rivers Park is in need of upgrades, and it has been determined that the best long-term solution for protection of the pump's infrastructure and for the aesthetics of the area is placement of a small, enclosed shed on the site; and,

WHEREAS, a shed structure sold and delivered as a prepared kit ready for assembly was identified as the most cost-effective, time-effective, and suitable option for the project; and,

WHEREAS, such a shed kit meeting the needs of the park is sold locally by The Home Depot;
NOW THEREFORE,

BE IT RESOLVED, that the Board of Commissioners authorizes Parks Department staff to purchase a "Tuff Shed TR-700" shed kit from The Home Depot of Kennewick for use as the protective enclosure for the pump station at Two Rivers Park. The Parks Department is authorized to expend up to but not exceeding \$3,500 including sales tax on the purchase, which is to be funded from the Park Development Fund.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

cc: Parks, file
Auditor

Fyall

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 07 Mar 2011 Subject: RMSF restroom Memo Date: 01 Mar 2011 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

Several weeks back, the County entered into a contract with Poland & Sons for preparation work of the site at the Rattlesnake Mountain Shooting Facility for the new modular restroom that is to be placed there. This action will complete the project – ordering of the restroom itself.

The restroom will be purchased from, and delivered and installed by CXT of Spokane. We have worked with CXT before, purchasing the restroom at Higgins Field (Horn Rapids Park) from them in 2007 and the restroom at Horse Heaven Vista from them in 2010. CXT holds the "state contract" for such modular restrooms, allowing us to directly purchase from them off of that contract without going through a separate bidding process (Contract #5237 PA).

Staff is ready to place the order. There is about a 60-day delivery time.

FISCAL IMPACT

The base price for the unit, purchased and installed is \$36,000 pre-tax. We are going to upgrade to a heated package which will add about \$8,000 to that cost (heater, full roof and wall insulation). This restroom will receive heavy use from the 2700-member range year-round. The project is funded from the Park Development Fund with monies already budgeted for the project.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF PURCHASE AND INSTALLATION OF A RESTROOM FACILITY AT
THE RATTLESNAKE MOUNTAIN SHOOTING FACILITY

WHEREAS, the construction of a new restroom facility at the Rattlesnake Mountain Shooting Facility will provide a healthier, safer, more comfortable, and more aesthetic situation than the current portable facilities at the rapidly growing site; and

WHEREAS, the Benton County Park Board has determined that this improvement is a high priority for the park and has designated funds for this purpose; and,

WHEREAS, site preparations at this site have been contracted; and,

WHEREAS, CXT, Incorporated of Spokane, Washington has been awarded a "state contract" for permanent, prefabricated restrooms through a competitive contract; and CXT has a model of restroom (the "Cortez") desired for the Shooting Facility; and Benton County has had good experiences in the past purchasing restrooms through CXT; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners that staff is authorized to complete the purchase of a prefabricated restroom from CXT, Inc for the Rattlesnake Mountain Shooting Facility; to be purchased via Contract #5237 PA. Said purchase includes shipping to the Shooting Facility from Spokane and installation. Expenditures for the purchase of the restroom will be from the Park Development Fund.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....
Clerk of the Board

cc: Parks
Auditor

Prepared by: A.J. Fyall

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/7/2011</u> Subject: <u>CC10-20</u> Prepared by: <u>B.Perry</u> Reviewed by: <u>L.S. Kelty</u>	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

n

BACKGROUND INFORMATION

Mr. James Garza file a claim for damages (CC10-20) in the amount of \$100,000 against Benton County for damages he believed he incurred upon intake at the Benton County Jail. Mr. Garza was allegedly pricked with a fabricated tattoo device that was hidden inside of his mattress. Mr. Garza was sent for testing within 48 hours, and re-tested after six months to ensure he had not acquired any bloodborne pathogens. Both tests came back negative for bloodborne pathogens.

SUMMARY

Mr. Garza has not sustained any damages as a result of Benton County's actions. Benton County has incurred no liability in this matter.

RECOMMENDATION

Having been reviewed by the Risk Manager, Melina Wenner, and Jonathan Young, Civil DPA, we recommend the denial of this claim.

FISCAL IMPACT

\$0.00

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY CLAIM CC10-20

WHEREAS, The Benton County Risk Manager and Civil Deputy Prosecuting Attorney have reviewed CC10-20; and

WHEREAS, The Board of Benton County Commissioners has reviewed the recommendation of the Risk Manager and Civil Deputy Prosecuting Attorney and finds said recommendation to be justified by the facts present; **NOW, THEREFORE**,

BE IT RESOLVED that the Benton County Board of Commissioners further approves the denial of CC10-20.

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

Chairman of the Board

Chairman Pro-Tem

Member

Attest:.....
Clerk of the Board

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/7/2011</u> Subject: <u>CC10-21a-d</u> Prepared by: <u>B.Perry</u> Reviewed by: <u>L.S. Kelty</u>	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

Mr. William A. Emmons and Mr. William C. Emmons have both filed a claim against Benton County (CC10-21a-d) for the total amount of \$200,000 each for alleged Civil Rights Violations, False Arrest, False Imprisonment, and Assault/Battery.

SUMMARY

Investigation indicates no findings to substantiate any of the alleged violations, and that BCSO had probable cause to arrest both Mr. William A. Emmons and Mr. William C. Emmons.

RECOMMENDATION

Having been reviewed by the Risk Manager, Melina Wenner, and Jonathan Young, Civil DPA, we recommend the denial of this claim.

FISCAL IMPACT

\$0.00

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY CLAIM CC10-21a & b, c & d

WHEREAS, The Benton County Risk Manager and Civil Deputy Prosecuting Attorney have reviewed CC10-21a & b, c & d; and

WHEREAS, The Board of Benton County Commissioners has reviewed the recommendation of the Risk Manager and Civil Deputy Prosecuting Attorney and finds said recommendation to be justified by the facts present; **NOW, THEREFORE**,

BE IT RESOLVED that the Benton County Board of Commissioners further approves the denial of CC10-21a & b, c & d.

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

Chairman of the Board

Chairman Pro-Tem

Member

Attest:.....
Clerk of the Board

P

AGENDA ITEM: SPV 11-01 MTG. DATE: March 7, 2011 MEMO. DATE: Feb. 28, 2011 SUBJECT: Short Plat Vacation -SPV 11-01, Russel Wright Prepared By: R.J. Lott Reviewed By: Michael Shuttleworth	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

On February 28, 2011, the Board of County Commissioners conducted a public hearing on SPV 11-01 regarding the vacation of the 30-foot ingress/egress easement recorded under AF 2001-016509 located on lot 1 and the northerly 301 feet of lot 2 of short plat 2575. At the conclusion of the public hearing, the Board made a motion to approve the vacation conditioned upon the applicant providing Planning Department a copy of a 30-foot private road easement recorded with the Benton County Auditor. The Planning Department has been provided with a copy of the deed that records the new easement. The resolution for signature by the Board has been prepared.

SUMMARY

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

RECOMMENDATION

It is the recommendation of Planning staff that the Board sign the resolution approving the Short Plat Vacation File SPV 11-01.

MOTION

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

Return to
Benton County Planning Dept.
Planning Annex
P.O. Box 910
Prosser WA 99350

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING REGARDING THE PROPOSED VACATION OF: 30-FOOT INGRESS/EGRESS,
AF 2001-016509, IN LOT 1 AND WITHIN THE NORTHERLY 301 FEET OF LOT 2, SHORT PLAT 2575. APPLICANT:
RUSSELL WRIGHT, PARCEL NUMBERS 1-0597-201-2575-001 & 1-0597-201-2575-002. FILE NUMBER - SPV 11-01.

WHEREAS, the Board of County Commissioners did conduct a public hearing on Monday, February 28, 2011 at 9:30 a.m. in the Commissioners Meeting Room, Third Floor of the Courthouse, Prosser, Washington; and,

WHEREAS, the signature of the property owner of said application includes all properties affected by this easement; and,

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

WHEREAS, the Board of County Commissioners agreed with the summary report from the Benton County Planning Department, retained in File No. SPV 11-01; and,

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

BE IT RESOLVED, That the 30-foot ingress/egress easement, AF 2001-016509, in lot 1 and a portion of lot 2, short plat 2575, is hereby vacated.

The 30-foot easement centerline is more specifically defined as follows:

Beginning at the southwesterly corner of lot 1; Thence N 28° 00' 00" E for 160 feet; Thence N 38° 00' 00" E for 120.15 feet; Thence N 18° 00' 00" E for 86 feet; Thence N 40° 57' 56" E for 60 feet; Thence S 88° 08' 28" E for 48 feet; Thence S 15° 01' 28" E for 166 feet; Thence S 54° 33' 55" E for 41.93 feet to a line that is parallel and 40 feet north of the south line of lot 1.

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

RJL/mes

Return Address:
Russell D. Wright
2500 Presidential Way No. 304
West Palm Beach, FL 33401

EXCISE TAX NOT REQUIRED
BENTON COUNTY EXCISE TAX DIVISION

BY Jori Atkinson DEPUTY 2/28/11
Easement

INGRESS & EGRESS EASEMENT

Grantor: Russell D. Wright
Grantee: Russell D. Wright
Legal Description: See Legal Description Below
Assessor's Tax Lot No. 1-0597-201-2575-001 & 1-0597-201-2575-002

For valuable consideration, receipt of which is hereby acknowledged, the Grantor:
Russell D. Wright, hereby grants to **Russell D. Wright**, FOR THE SOLE BENEFIT OF LOTS 1 THROUGH 3 OF SAID SHORT PLAT AS STATED BELOW, A STRIP OF LAND BEING 30.00 FEET IN WIDTH SITUATED IN LOTS 1 AND 2 OF SHORT PLAT NO. 2575, AS RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 2575, RECORDS OF BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 68°31'06" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 A DISTANCE OF 23.09 FEET; THENCE NORTH 34°09'34" EAST A DISTANCE OF 17.72 FEET TO A POINT BEING 10.00 FEET NORTHWESTERLY AT RIGHT ANGLES FROM SAID SOUTHEASTERLY LINE AND BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 34°09'34" EAST A DISTANCE OF 53.16 FEET TO A POINT BEING 40.00 FEET NORTHWESTERLY AT RIGHT ANGLES FROM SAID SOUTHEASTERLY LINE; THENCE NORTH 68°31'06" EAST AND PARALLEL WITH AND ADJACENT TO SAID SOUTHEASTERLY LINE A DISTANCE OF 281.81 FEET TO A POINT ON THE SOUTHWESTERLY MARGIN OF AN INGRESS AND EGRESS EASEMENT AS DELINEATED ON SAID SHORT PLAT NO. 2575; THENCE SOUTH 54°33'55" EAST ALONG SAID MARGIN A DISTANCE OF 35.80 FEET; THENCE SOUTH 68°31'06" WEST AND PARALLEL WITH AND ADJACENT TO SAID SOUTHEASTERLY LINE A DISTANCE OF 345.24 FEET TO THE TRUE POINT OF BEGINNING.

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof. In Witness Thereof, the said Grantor has executed this instrument this 10 day of December, 2010.

Russell D Wright
Russell D. Wright

STATE OF FL }
County of PB } SS (CORPORATE ACKNOWLEDGEMENT)

I certify that I know or have satisfactory evidence that Russell D. Wright 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 the instrument.

Dated this 10th day of December, 2010.
[Signature]
Print Name RACHID KANANI
Notary Public in and for the State of FL
My appointment expires: Dec, 26 2011

NOTARY PUBLIC STATE OF FLORIDA
Rachid Kanani
Commission # DD744435
Expires: DEC. 26, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION</u>			
Meeting Date :	Mar. 7, 2011	Execute Contract :	_____	Consent Agenda :	_____ x
Subject :	Webber Cany. Spd	Pass Resolution :	_____ x	Public Hearing :	_____
Prepared by :	NWC	Pass Ordinance :	_____	1st Discussion :	_____
Reviewed by :	SWB	Pass Motion :	_____	2 nd Discussion :	_____
		Other :	_____	Other :	_____

BACKGROUND INFORMATION

Benton County has constructed portions of Webber Canyon Road from the Benton City Limits south. The design speed for the new portion of Webber Canyon Road from the Benton City Limits to McBee Road is 40 MPH. There has been no speed limit designated for this new portion of Webber Canyon Road. Local residents have requested that a speed limit be established for the new alignment as the current speed limit of 25 MPH on the old alignment is not reasonable because it is too low. We concur. We recommend establishing a speed limit of 35 MPH for this new alignment. Other sections of Webber Canyon Road will be evaluated for possible action.

SUMMARY

RCW 46.61.415 (1) (b) permits counties "local authority" (the BOCC) to establish Speed Limits but not to more than sixty miles per hour. Initially, we are proposing 35 MPH for the new portion of Webber Canyon Road described above. (Approx. 0.5 mi.)

RECOMMENDATION

Establish a speed limit of 35 MPH on Webber Canyon Road from the Benton City Limits south to McBee Road. (Approx. 0.5 mi.)

FISCAL IMPACT

None now.

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF TRAFFIC CONTROL ON CERTAIN COUNTY ROADS RE:

Establish speed limit on Webber Canyon Road from Benton City Limits south to McBee Road (approx. 0.5 mi.).

WHEREAS, The Board of County Commissioners of Benton County, Washington in the exercise of a governmental function for and on behalf of said Benton County in the protection of life, health, safety, welfare and convenience of the inhabitants of said County, is desirous of making certain restrictions on the traffic using the County Roads designated below; NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners of Benton County, Washington, that the traffic control on County Roads designated below shall be as follows:

That it shall be unlawful for the operator of any vehicle to exceed 35 MPH on Webber Canyon Road from Benton City Limits south to McBee Road (approx. 0.5 mi.).

This resolution shall be effective March 7, 2011.

Dated this 7th day of March, 2011.

Chairman of the Board.

Chairman Pro-Tem.

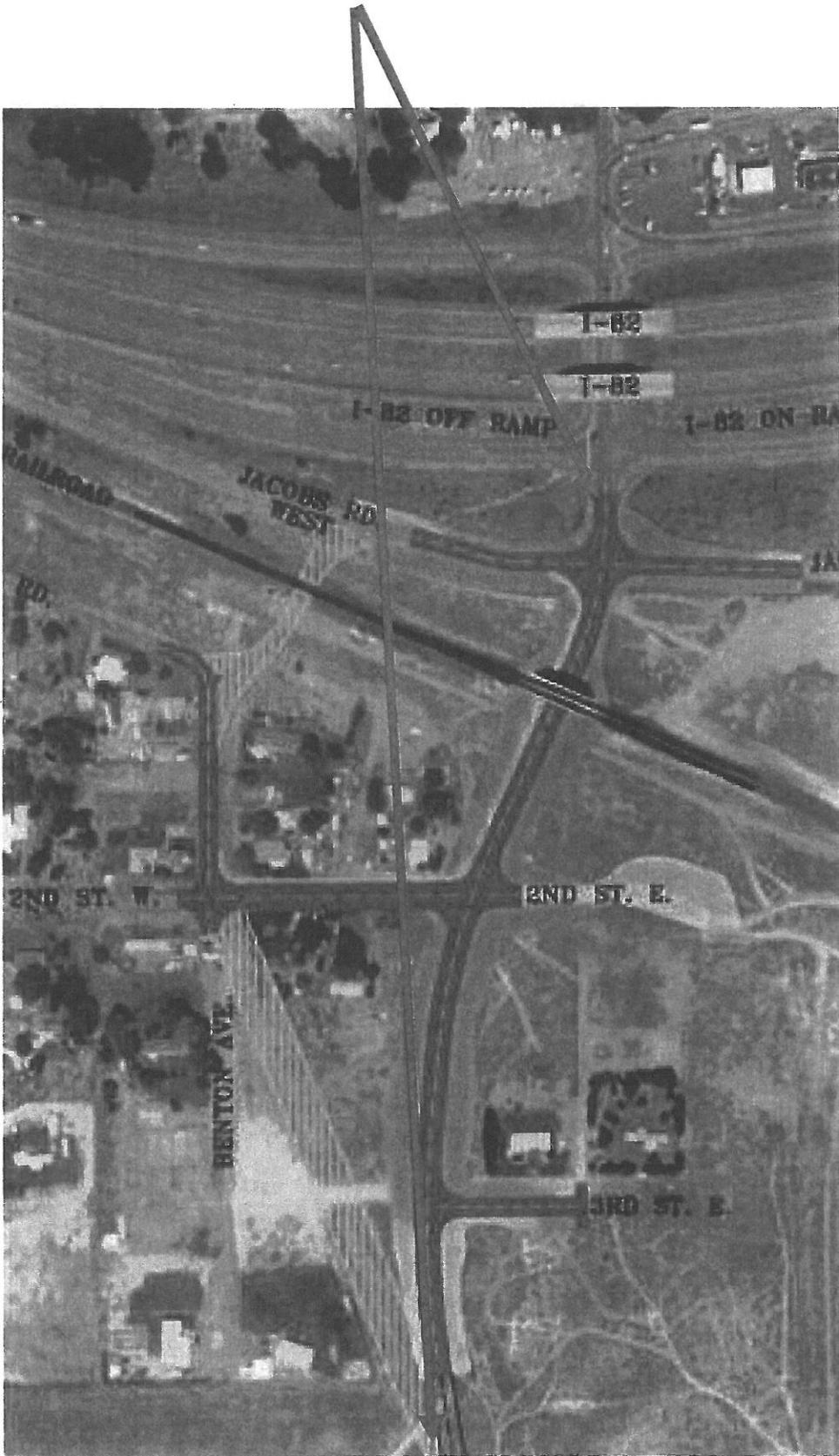
Member.

Attest : _____
Clerk of the Board

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

SWB:NWC:nwc

Webber Canyon Road—New alignment
Proposed 35MPH Speed Limit



r

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: BITUMINOUS SURFACE TREATMENT
2011- CE 1941 PRES

WHEREAS, by resolution dated January 24, 2011, the County Engineer was authorized to schedule a bid call for Bituminous Surface Treatment 2011 - CE 1941 PRES; and

WHEREAS, bids were received and opened on February 28, 2011; and

WHEREAS, bids are as set forth on the attached tabulation; and

WHEREAS, the low bid was submitted by Granite Northwest, Inc., Watsonville, California; and

WHEREAS, the County Engineer recommends award of the bid to Granite Northwest, Inc., NOW, THEREFORE,

BE IT RESOLVED that the contract for Bituminous Surface Treatment 2011 - CE 1941 PRES be awarded to Granite Northwest, Inc., Watsonville, California in the amount of \$1,421,421.00.

Dated this 7th day of March, 2011.

Chairman.

Chairman Pro-Tem.

Member.

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

Attest: _____
Clerk of the Board

MJB:LJM:slc

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>Consent Agenda</u>
Meeting Date: <u>03/07/11</u>	Execute Contract _____	<u>XXX</u>
Subject: <u>Bid Award</u>	Pass Resolution <u>XXX</u>	Public Hearing _____
Prepared by: <u>Larry Moser</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Steve Becken & Malcolm Bowie</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

On November 22, 2010, the Board of County Commissioners authorized the County Engineer to prepare bid specifications for the purchase of One (1) New Model 2-Axle Trailer Mounted High Pressure Water Jet Sewer/Culvert Pipe Cleaning Machine.

The two Area Superintendents and the Equipment Maintenance Manager were present for a demonstration of a unit currently owned by the City of Kennewick. After completing a search for other manufacturers of similar type units and none were located it was determined that the model that was demonstrated will best serve the needs of Benton County. Specifications were written and bid proposals were sent out.

Bid opening was Monday, January 24, 2011. Three bids were received as follows:

- VERMEER ROCKY MOUNTAIN, Spokane, Washington \$59,495.00 plus sales tax;
- OWENS EQUIPMENT COMPANY, Spokane, Washington \$69,860.00 plus sales tax; and
- OWENS EQUIPMENT COMPANY, Spokane, Washington \$79,860.00 plus sales tax.

SUMMARY

The bid received from Vermeer Rocky Mountain did not meet the specifications in numerous areas. Major exceptions were taken to the specifications as follows:

1. Specified 2"x 6" rectangular tubing for trailer main frame; Vermeer offered 2"x 6" steel channel;
2. Specified 2"x 4" tubular iron for trailer frame under hose reel; Vermeer offered 2"x 4" steel channel;
3. Specified One-Piece Aluminum Body Panel rubber mounted to the chassis frame; Vermeer offered multi-panel sheet metal panels bolted directly to the frame.
4. Specified water pump to be multi-piston pump design; Vermeer offered a plunger pump with no further specifications attached.
5. Specified a Duraprolene water tank with .500" thick walls and honey-comb baffling; Vermeer offered Polyethylene tanks with .375" thick walls.
6. Specified Honey-Comb baffles in tank; Vermeer offered multiple tanks with ribbed construction on the sides.

The Benton County Equipment Maintenance Manager requested the location of the nearest machine and when a field demonstration could be performed. Vermeer Rocky Mountain did not respond to either request.

The second low bidder, Owen Equipment Company, however was timely and responsive to requests for information and facilitated a satisfactory field observation of the unit for the Benton County Equipment Manager. Benton County has a track record of doing business with Owen Equipment Company. Benton County Staff has a high level of confidence in the product and the supplier's ability to service warranty issues or parts requested by the County on the machine.

The Equipment Maintenance Manager believes the machine bid by Owen Equipment Company is the lowest bid to comply with the bid documents.

RECOMMENDATION

The Benton County Engineer recommends that the low bid submitted by VERMEER ROCKY MOUNTAIN, Spokane, Washington be rejected.

The Benton County Engineer recommends award to the second low bid submitted by OWENS EQUIPMENT COMPANY, Spokane, Washington, in the amount of \$69,860.00 plus Washington State Sales Tax in the amount of \$5,798.38.

FISCAL IMPACT

There is \$90,000.00 budgeted in the 2011 Equipment Budget for this item.

MOTION

Approve the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF ONE (1) NEW CURRENT PRODUCTION MODEL 2-AXLE TRAILER MOUNTED HIGH PRESSURE WATER JET SEWER/CULVERT PIPE-CLEANING MACHINE, KNOWN AS A TRAILER MOUNTED JET RODDER

WHEREAS, by resolution dated November 22, 2010, bid call was authorized for ERR Purchase of One (1) New Current Production Model 2-Axle Trailer Mounted High Pressure Water Jet Sewer/Culvert Pipe-Cleaning Machine, known as a Trailer Mounted Jet Rodder; and

WHEREAS, bids were received as set forth in the attached tabulation; and

WHEREAS, the County Engineer has determined that the low bid submitted by Vermeer Rocky Mountain, Spokane, Washington, did not meet the required specifications in numerous areas and, therefore, is recommending rejection of their bid; and

WHEREAS, the second low bid submitted by Owen Equipment Company, Spokane, Washington, does meet the specifications; and

WHEREAS, the County Engineer recommends award of the contract to Owen Equipment Company, Spokane, Washington; NOW, THEREFORE,

BE IT RESOLVED that the low bid submitted by Vermeer Rocky Mountain, Spokane, Washington is hereby rejected; and

BE IT FURTHER RESOLVED that the business of supplying Benton County with One (1) New Current Production Model 2-Axle High Pressure Water Jet Sewer/Culvert Pipe-Cleaning Machine, known as a Trailer Mounted Jet Rodder be awarded to Owen Equipment Company, Spokane, Washington, in the amount of \$69,860.00, plus Washington State Sales Tax in the amount of \$5,798.38; and

BE IT FURTHER RESOLVED that the County Engineer is hereby authorized to proceed with the purchase.

Dated this 7th day of March, 2011.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

MJB:LJM:slc

LOCATION: BENTON COUNTY

LET BY: BOARD OF COUNTY COMMISSIONERS

RE: One (1) New Current Production Model 2-Axle Trailer Mounted High Pressure Water Jet Sewer/Culvert Pipe Cleaning Machine

c:\excellmy documents\Bid Tab Trailer Mounted Jet Rodder

DATE: January 24, 2011, 2:00 p.m., Local Time

Firm Name and Address	Make and Model	Delivery	Bid Price	Sales Tax	TOTAL
VERMEER ROCKY MOUNTAIN 6120 North Myrtle, Spokane, WA 99217 4021 East Summit Lane, Nampa, ID 83687	2011 O'Brien 7040-SC	6 - 8 weeks after receipt of purchase order	\$ 59,495.00	4,938.09	\$ 64,433.09
OWENS EQUIPMENT COMPANY 6416 South Crestline Spokane, WA 99223	New 2009 747-FR2000	1 week after receipt of order	\$ 69,860.00	5,798.38	\$ 75,658.38
OWENS EQUIPMENT COMPANY 6416 South Crestline Spokane, WA 99223	to be built 747-FR2000	90 days after receipt of order	\$ 79,860.00	6,628.38	\$ 86,488.38

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS, RE: SETTING A DATE AND TIME FOR A PUBLIC HEARING ON THE CREATION OF A COUNTY ROAD IMPROVEMENT DISTRICT FOR MAKING CERTAIN IMPROVEMENTS WITHIN THAT DISTRICT PURSUANT TO PROPERTY OWNERS' PETITION THEREFORE, AND PROVIDING FOR THE PUBLICATION AND MAILING TO PROPERTY OWNERS NOTICE OF THAT HEARING.

WHEREAS, RCW 36.88.050 provides for the initiation of road improvement districts by the petition method; and

WHEREAS, a petition was submitted to the Board of County Commissioners (the "Board") of Benton County, Washington (the "County") to form a county road improvement district ("CRID 21") for the purpose of acquiring right of way within the boundaries of the proposed CRID 21, to construct an extension of the existing Antinori Road, as allowed by RCW 36.88.010; and

WHEREAS, the petition was forwarded by the Clerk of the Board to the Department of Public Works Manager of Benton County for investigation and confirmation of sufficiency of the petition; and

WHEREAS, the Benton County Engineer determined that the petition had been signed by the owners, according to the records of the Benton County Auditor and the Benton County Assessor, of a majority of the front footage upon the improvement to be made and of the area within the proposed CRID 21; and

WHEREAS, the Board finds that said petition is sufficient and that the property within the proposed CRID 21 is sufficiently developed; and

WHEREAS, the Board must set a date and time for the holding of a public hearing on that petition to consider formation of CRID 21; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON, as follows:

Section 1. It is the intention of the Board to consider the improvement of Antinori Road located from the end of the existing Antinori Road westerly to Sunset Road within the boundaries of the proposed CRID, by making all improvements necessary to meet County Road standards, all in accordance with County construction standards.

Section 2. The estimated cost and expense of the improvements (including those described in RCW 36.88.300) are declared to be approximately \$1,697,690.00. It is the intention of the Board

ADOPTED by the Board of County Commissioners of Benton County, Washington, at a regular open public meeting thereof held this 7th day of March, 2011.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

Chairman

Chairman Pro Tem

Member

ATTEST:

Clerk, Board of County Commissioners

EXHIBIT A

Those portions of Section 4, 5, 8, 9, 10, 16, and 17, Township 9 North, Range 27 East, W.M., Benton County, Washington, being more particularly described as follows:

SECTION 17-9-27

The Southeast Quarter of Section 17, Township 9 North, Range 27 East, W.M., together with the East 70.00 feet of the Northwest Quarter of the Southeast Quarter, all lying Northerly of State Route 224 Right of Way;

AND

The Northeast Quarter Section 17, Township 9 North, Range 27 East, W.M., EXCEPT the West 40.00 feet of the Southwest Quarter of the Northeast Quarter; and EXCEPT the South half of the of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter; and EXCEPT the East Half of the West Half of the Northeast Quarter of the Northeast Quarter; and EXCEPT the East Half of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter;

AND

The Northeast Quarter of the Northwest Quarter.

SECTION 16-9-27

The East half of the Northeast Quarter lying south of SR224 right of way;

AND

The North half of the Northwest Quarter lying north of SR-224 right of way;

AND

The West 10.32 acres of the Southeast Quarter of the Northwest Quarter, lying North of SR-224 right of way.

SECTION 10-9-27

All of Section 10, Township 9 North, Range 27 East, W.M., EXCEPT the South half of the South half of the Northeast Quarter; and EXCEPT the North half of the Southeast Quarter.

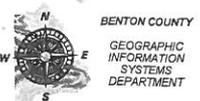
Southeast Quarter of said section 692.10 feet; thence North $34^{\circ}16'33''$ West 1,268.22 feet to a point on the West line of the Northwest Quarter of the Southeast Quarter of said section; thence North $53^{\circ}02'00''$ West 81.16 feet; thence South $79^{\circ}48'37''$ West 34.93 feet; thence South $50^{\circ}30'49''$ West 48.56 feet; thence North $68^{\circ}29'18''$ West 37.16 feet; thence North $48^{\circ}49'59''$ West 38.24 feet; thence North $77^{\circ}59'53''$ West 42.88 feet; thence South $49^{\circ}35'13''$ West 59.33 feet; thence South $27^{\circ}26'33''$ West 37.77 feet; thence North $79^{\circ}12'20''$ West 23.83 feet; thence North $39^{\circ}49'19''$ West 29.49 feet; thence North $26^{\circ}23'34''$ West 63.69 feet; thence South $87^{\circ}23'14''$ West 39.38 feet; thence South $48^{\circ}12'31''$ West 54.74 feet; thence North $68^{\circ}41'12''$ West 52.67 feet; thence South $72^{\circ}23'29''$ West 40.35 feet; thence North $62^{\circ}24'57''$ West 54.78 feet; thence North $73^{\circ}31'11''$ West 31.68 feet; thence North $83^{\circ}38'07''$ West 65.41 feet to a point on the West line of the East half of the Northeast Quarter of the Southwest Quarter which bears South $00^{\circ}49'41''$ East 211.05 feet from the Northwest corner of the East half of the Northeast Quarter of the Southwest Quarter of said section and the end of said line; together with that portion of the Northwest Quarter of the Northwest Quarter lying Easterly of the Easterly line of the North Coast Railway Right Of Way; and also that portion of Government Lot 1 lying Easterly of the Easterly line of the North Coast Railway Right Of Way, all in Section 5, Township 9 North, Range 27 East, W.M., Benton County, Washington;

AND

The South half of the Southeast Quarter of the Southeast Quarter; and the South half of the Northeast Quarter of the Southeast Quarter; and the South half of the North Half of the Northeast Quarter of the Southeast Quarter;

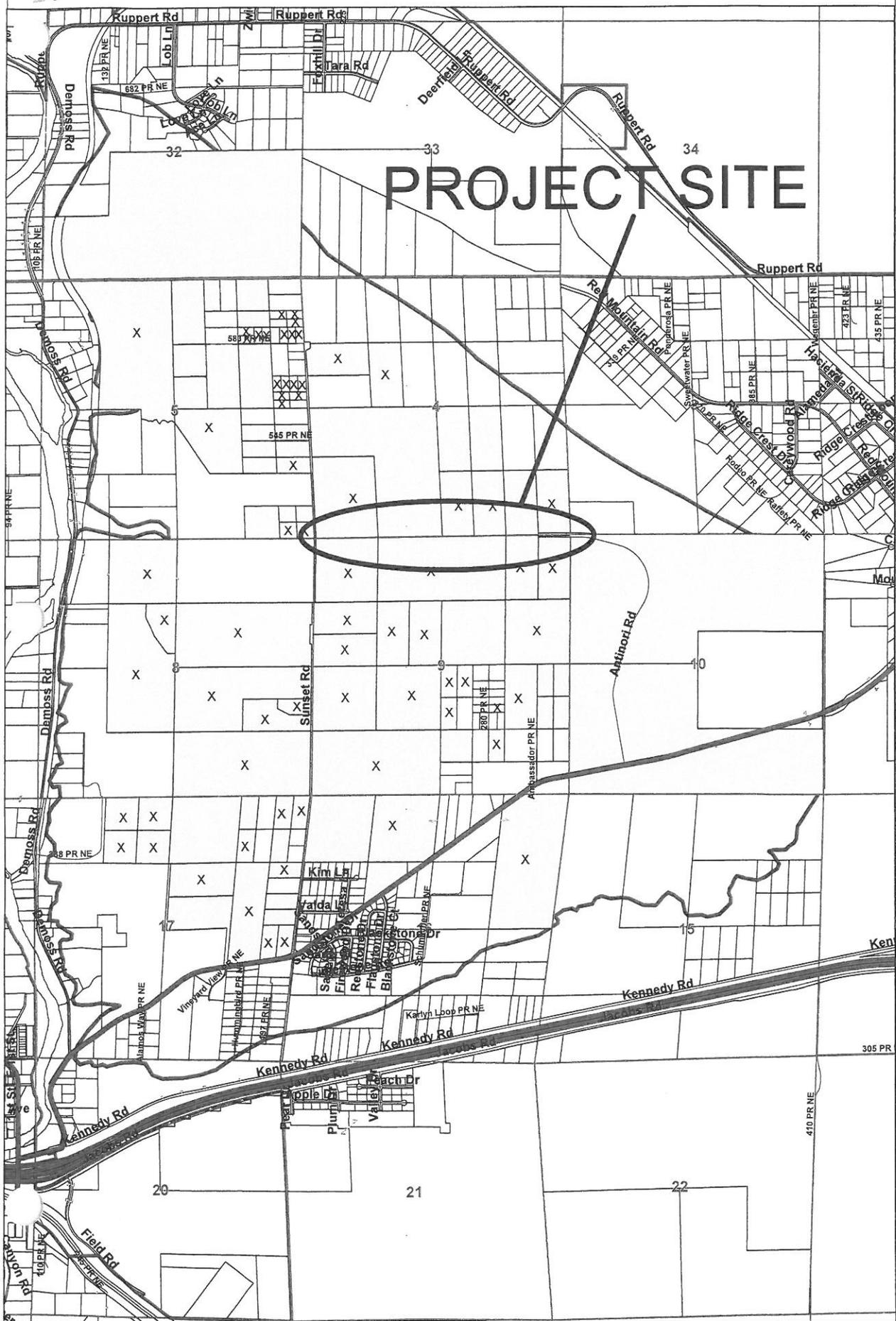
AND

The Northeast Quarter of Section 5; EXCEPT Lot 1, 3, and 4 of Short Plat 1458; and EXCEPT the Northeast Quarter of the Northeast Quarter of the Northeast Quarter; and EXCEPT the Northeast Quarter of the Southeast Quarter of the Northeast Quarter.



CRID 21 BOUNDARY
CE 1945 CRP
ANTINORI ROAD EXTENSION

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



Please return to:
Benton County Public Works
P.O. Box 1001
Prosser, WA 99350

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: CE 1526 VAC PROPOSED VACATION OF UNIMPROVED RIGHT OF WAY OF SEVERAL ROADS DUE TO THE CONSTRUCTION OF THE INTERTIE PROJECT; NINE CANYON ROAD LOCATED IN SECTION 33, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M., AND, FINLEY ROAD, AND A PORTION OF UNIMPROVED RIGHT OF WAY BOTH LOCATED IN SECTION 34, TOWNSHIP 8 NORTH, RANGE 30 EAST, W.M.

WHEREAS, Resolution #11-086, dated January 24, 2011, set a public hearing for February 28, 2011 at 9:05 a.m., for proposed road right of way vacation of excess right of way of portions of Nine Canyon Road and Finley Road and also one unimproved road right of way never constructed; and

WHEREAS, Benton County has proposed that portions of those rights of ways be vacated and abandoned; and that the right of way proposed for vacation and abandonment are numerous pieces of land that have become excess due to road construction of I-82 Intertie Phase 3 (AKA CR 397 and now known as SR 397); the new construction of the Intertie and also partial realignments of Nine Canyon Road, Sloan Road, and Finley Road have left excess right of way of the old alignments that will no longer be needed; and there is one section of right of way that has never been improved; and

WHEREAS, the 60 feet wide right of way for Finely Road in Section 34, Township 8 North, Range 30 East, W.M. was obtained as the following deeds:

Auditor Fee 369640 filed under Deeds in Volume 148 Page 491 on February 21, 1957
Auditor Fee 569362 filed under Deeds in Volume 229 Page 23 on November 17, 1966
Auditor Fee 572489 filed under Deeds in Volume 230 Page 226 on January 31, 1967

AND

A 60 feet wide right of way never constructed in Section 34, Township 8 North, Range 30 East, W.M. was obtained as the following deed:

Auditor Fee 258710 filed under Deeds in Volume 107 Page 614 on August 11, 1950

AND

The 60 feet wide right of way for Nine Canyon Road located in Section 33, Township 8 North, Range 30 East, W.M., and also in Section 4, Township 7 North, Range 30 East, W.M. was obtained as the following deeds or waivers:

Auditor Fee 141226 filed under Deeds in Volume 66 Page 331 on April 14, 1936

Auditor Fee 141760 filed under Deeds in Volume 66 Page 385 on May 13, 1936

WHEREAS, the areas proposed for vacation are:

A tract of land situate in the Northeast Quarter of Section 34, Township 8 North, Range 30 East, W.M., Benton County, Washington, said tract being more particularly described as follows:

Commencing at the Northeast corner of said Section 34; Thence S 00° 18' 02" W, along the Easterly line of said Section 34, a distance of 1,194.67 feet; Thence N 89° 41' 58" W a distance of 30.00 feet to the True Point of Beginning; Thence S 00° 18' 02" W a distance of 430.28 feet; Thence N 85° 22' 52" W a distance of 49.36 feet to a point on a non-tangent curve, concave to the Northwest, said curve having a radius of 1,881.27 feet and a central angle of 13° 06' 20", from this point the radius point bears N 76° 35' 38" W; Thence Northeasterly, along the arc of said curve, a distance of 430.31 feet to the Point of Beginning; Said tract containing 0.16 acre, more or less;

AND

A tract of land situate in the Northeast Quarter of Section 34, Township 8 North, Range 30 East, W.M., Benton County, Washington, said tract being more particularly described as follows:

Commencing at the Northeast corner of said Section 34; Thence S 00° 18' 02" W, along the Easterly line of said Section 34, a distance of 1,707.35 feet; Thence N 85° 22' 52" W a distance of 38.48 feet to a point on a non-tangent curve, concave to the Northwest, said curve having a radius of 1,941.27 feet and a central angle of 05° 25' 57", from this point the radius point bears N 74° 28' 20" W, said point being the True Point of Beginning; Thence Southwesterly, along the arc of said curve, a distance of 184.06 feet; Thence S 20° 57' 37" W a distance of 347.30 feet to a point on the Easterly right of way line of SR 397, said point being a point on a non-tangent curve, concave to the Northwest, said curve having a radius of 1,549.87 feet and a central angle of 02° 04' 20", from this point

the radius point bears N 83° 18' 31" W; Thence Northerly, along the arc of said curve, a distance of 56.06 feet; Thence N 04° 37' 04" E a distance of 160.63 feet; Thence N 20° 57' 37" E a distance of 139.10 feet to the beginning of a curve, concave to the Northwest, said curve having a radius of 1,881.27 feet and a central angle of 05° 05' 03"; Thence Northeasterly, along the arc of said curve, a distance of 166.94 feet; Thence S 85° 22' 52" E a distance of 60.14 feet to the Point of Beginning; Said tract containing 0.57 acre, more or less;

AND

A tract of land situate in the Northeast Quarter of Section 34, Township 8 North, Range 30 East, W.M., Benton County, Washington, said tract being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 34; Thence N 89° 57' 38" W, along the Southerly line of said Northeast Quarter, a distance of 30.00 feet to the True Point of Beginning; Thence continue N 89° 57' 38" W a distance of 331.22 feet to a point on a non-tangent curve, concave to the Northwest, said curve having a radius of 1,529.87 feet and a central angle of 01° 13' 39", from this point the radius point bears N 65° 36' 33" W; Thence Northeasterly, along the arc of said curve, a distance of 32.78 feet; Thence S 89° 57' 38" E a distance of 318.14 feet; Thence S 00° 18' 02" W, parallel with the East line of said Northeast Quarter, a distance of 30.00 feet to the Point of Beginning; Said tract containing 0.22 acre, more or less;

AND

A tract of land situate in the Southeast Quarter of Section 34, Township 8 North, Range 30 East, W.M., Benton County, Washington, said tract being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 34; Thence N 89° 57' 38" W, along the Northerly line of said Southeast Quarter, a distance of 30.00 feet to the True Point of Beginning; Thence continue N 89° 57' 38" W a distance of 331.22 feet to a point on a non-tangent curve, concave to the Northwest, said curve having a radius of 1,529.87 feet and a central angle of 01° 14' 21", from this point the radius point bears N 65° 36' 33" W; Thence Southwesterly, along the arc of said curve, a distance of 33.09 feet; Thence S 89° 57' 38" E a distance of 345.04 feet; Thence N 00° 17' 04" E, parallel with the East line of said Southeast Quarter, a distance of 30.00 feet to the Point of Beginning; Said tract containing 0.23 acre, more or less;

AND

A tract of land situate in the Northeast Quarter of Section 4, Township 7 North, Range 30 East, W.M. and in the Southeast Quarter of Section 33, Township 8 North, Range 30 East, W.M., Benton County, Washington, said tract being more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter; Thence N 00° 26' 21" E a distance of 591.50 feet to a point on the Southerly right of way line of SR 397; Thence S 75° 29' 47" E, along said Southerly right of way line, a distance of 0.59 feet to the True Point of Beginning; Thence continue S 75° 29' 47" E a distance of 83.23 feet to a point on a non-tangent curve, concave to the Southwest, said curve having a radius of 507.46 feet and a central angle of 00° 42' 56", from this point the radius point bears S 63° 59' 07" W; Thence Southeasterly, along the arc of said curve, a distance of 6.34 feet; Thence S 25° 17' 57" E a distance of 174.84 feet to the beginning of a curve, concave to the Southwest, said curve having a radius of 1,175.85 feet and a central angle of 14° 19' 00"; Thence Southeasterly, along the arc of said curve, a distance of 293.81 feet; Thence S 10° 58' 57" E a distance of 384.04 feet to a point on a non-tangent curve, concave to the Southwest, said curve having a radius of 1,049.91 feet and a central angle of 07° 23' 59", from this point the radius point bears S 67° 29' 57" W; Thence Northwesterly, along the arc of said curve, a distance of 135.60 feet; Thence radially to said curve, N 60° 05' 58" E a distance of 25.00 feet to a point on a non-tangent curve, concave to the Southwest, said curve having a radius of 1,074.91 feet and a central angle of 02° 04' 54", from this point the radius point bears S 60° 05' 58" W; Thence Northwesterly, along the arc of said curve, a distance of 39.05 feet; Thence N 31° 58' 56" W a distance of 96.95 feet; Thence N 10° 58' 57" W a distance of 117.96 feet to the beginning of a curve, concave to the Southwest, said curve having a radius of 1,115.85 feet and a central angle of 14° 19' 00"; Thence Northwesterly, along the arc of said curve, a distance of 278.82 feet; Thence N 25° 17' 57" W a distance of 174.84 feet to the beginning of a curve, concave to the Southwest, said curve having a radius of 447.46 feet and a central angle of 7° 39' 24"; Thence Northwesterly, along the arc of said curve, a distance of 59.80 feet to the Point of Beginning; Said tract containing 1.00 acre, more or less; and

WHEREAS, Public Works received letters back from the following:

- 1) Benton PUD – They have requested two ten foot utility easements adjacent the west side of Sloan Road right of way
- 2) Fire Marshall – No Comments

WHEREAS; it is the opinion of the Benton County Engineer that it is in the best interest of the County to vacate the right of way and that the public will be benefited by the vacation and abandonment of said right of way; and it is also his opinion that it is not necessary to retain the right of way proposed for vacation for the county road system of the future; NOW THEREFORE

BE IT RESOLVED, that the areas to be vacated are described as follows:

A tract of land situate in the Northeast Quarter of Section 34, Township 8 North, Range 30 East, W.M., Benton County, Washington, said tract being more particularly described as follows:

Commencing at the Northeast corner of said Section 34; Thence S 00° 18' 02" W, along the Easterly line of said Section 34, a distance of 1,194.67 feet; Thence N 89° 41' 58" W a distance of 30.00 feet to the True Point of Beginning; Thence S 00° 18' 02" W a distance of 430.28 feet; Thence N 85° 22' 52" W a distance of 49.36 feet to a point on a non-tangent curve, concave to the Northwest, said curve having a radius of 1,881.27 feet and a central angle of 13° 06' 20", from this point the radius point bears N 76° 35' 38" W; Thence Northeasterly, along the arc of said curve, a distance of 430.31 feet to the Point of Beginning; Said tract containing 0.16 acre, more or less;

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AND

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447.46 feet and a central angle of 7° 39' 24"; Thence Northwesterly, along the arc of said curve, a distance of 59.80 feet to the Point of Beginning; Said tract containing 1.00 acre, more or less; and

FURTHER BE IT RESOLVED that 10 foot utility easements shall be retained within the vacated right of ways described as follows:

The West 10 feet of the East 40 feet of Section 34, Township 8 North, Range 30 East, W.M., lying within the right of way vacated.

Dated this 7th day of March, 2011.

Chairman of the Board

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

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

SWB:lss

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>3/7/11</u>	Execute Contract	<u> x </u>	Consent Agenda	<u> x </u>
Subject:	<u>Work Crew 2 (SECOMM) agreement</u>	Pass Resolution	<u> x </u>	Public Hearing	<u> </u>
Prepared by:	<u>David V. C. Pettey</u>	Pass Ordinance	<u> </u>	1st Discussion	<u> </u>
Reviewed by:	<u>Keith Mercer and Jonathan Young</u>	Pass Motion	<u> </u>	2nd Discussion	<u> </u>
		Other	<u> </u>	Other	<u> </u>

BACKGROUND INFORMATION

The Benton County Correctional Facility routinely provides alternative programs for some eligible inmates as provided by law. The continued offering of alternative programs to full incarceration for certain non-violent offenders helps them in development of a work ethic and self-discipline.

Benton County has provided Work Crew service to SECOMM (Benton County Emergency Services) in the past.

SUMMARY

RECOMMENDATION

The Benton County Sheriff's Office recommends entering into another contract for the purpose of having Benton County provide work crew(s) to Benton County Emergency Services for calendar years 2011-2012.

FISCAL IMPACT

Benton County Emergency Services will reimburse the county \$252 per day of Work Crew usage.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF AUTHORIZING THE BOARD TO SIGN THE AGREEMENT BETWEEN BENTON COUNTY AND BENTON COUNTY EMERGENCY SERVICES FOR THE PURPOSE OF HAVING BENTON COUNTY PROVIDE WORK CREW(S) TO BENTON COUNTY EMERGENCY SERVICES

WHEREAS, the Benton County Correctional Facility routinely provides alternative programs for some eligible inmates as provided by law; and

WHEREAS, the continued offering of alternative programs to full incarceration for certain non-violent offenders helps them in development of a work ethic and self discipline; and

WHEREAS, the sentencing of offenders to work crew is an effective punishment; and

WHEREAS, RCW 9.94A.725 provides for a work crew sentence for persons convicted of crimes; and

WHEREAS, individuals on the work crew can provide a benefit to the public at minimal cost; and

WHEREAS, the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County; and

WHEREAS, Benton County had an Agreement with Benton County Emergency Services for the purpose of having Benton County provide work crew(s) to Benton County Emergency Services for 2010, via Resolution 09-891; and

WHEREAS, the Benton County Sheriff's Office recommends entering into another contract for the purpose of having Benton County provide work crew(s) to Benton County Emergency Services for calendar years 2011-2012; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners hereby approves the attached Agreement for the purpose of having Benton County provide work crew(s) to Benton County Emergency Services and authorizes the Board to sign the attached Agreement between Benton County and Benton County Emergency Services; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on January 1, 2011 and expires on December 31, 2012.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

**AGREEMENT BETWEEN BENTON COUNTY AND
BENTON COUNTY EMERGENCY SERVICES
FOR THE PROVISION OF WORK CREWS**

THIS AGREEMENT is entered into by and between Benton County (hereinafter "County") and BENTON COUNTY EMERGENCY SERVICES (hereinafter "BCES") for the purpose of having Benton County provide work crew(s) to the BCES for monetary compensation.

WHEREAS, the Benton County Correctional Facility routinely provides alternative programs for some eligible inmates as provided by law; and

WHEREAS, the continued offering of alternative programs to full incarceration for certain non-violent offenders helps them in development of a work ethic and self discipline; and

WHEREAS, the sentencing of offenders to work crew is an effective punishment; and

WHEREAS, RCW 9.94A.725 provides for a work crew sentence for persons convicted of crimes; and

WHEREAS, individuals on the work crew can provide a benefit to the public at minimal cost; and

WHEREAS, the implementation of a work crew concept in Benton County has proven to be in the best interest of the taxpayers of Benton County;

NOW, THEREFORE:

The parties mutually agree as follows:

1. **Purpose of Agreement:**

The purpose of this agreement is to provide an alternative to incarceration for appropriate non-violent offenders to reduce the demand for jail facilities and provide useful public services at minimal cost.

2. **Responsibilities of Benton County:**

- a. Benton County, through the Sheriff's Office Bureau of Corrections, will provide transportation and supervision for all work crews unless otherwise agreed by the BCES and the County.
- b. Inmates must meet requirements established by the County to be eligible for work

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>3/7/11</u>	Execute Contract	_____	Consent Agenda
Subject:	Crown Toilet	Pass Resolution	___x___	Public Hearing
	Paper Purchase	Pass Ordinance	_____	1st Discussion
	for Benton	Pass Motion	_____	2nd Discussion
	County Jail	Other	_____	Other
Prepared by:	David V. C. Pettey			
Reviewed by:	<u>Keith Mercer</u>			

W

BACKGROUND INFORMATION

SUMMARY

Benton County Sheriff's Office solicited the following companies to provide a quote for toilet paper (750 cases were quoted); and

- Columbia Basin Paper & Supply, Pasco, WA (\$24,245.66 including sales tax and shipping)
- Crown Paper & Janitorial Supplies Inc., Walla Walla, WA (\$24,237.54 including sales tax and shipping)
- Office Depot, Kennewick, WA (\$40,726.22 excluding tax)

Crown Paper & Janitorial Supplies Inc. had the lowest quote.

RECOMMENDATION

The Jail Captain has reviewed the quotes for completeness and recommends purchasing toilet paper from Crown Paper & Janitorial Supplies Inc.

FISCAL IMPACT

This purchase from Crown paper will not exceed \$24,237.54.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING TOILET PAPER PURCHASE FROM CROWN PAPER AND JANITORIAL INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE

WHEREAS, per resolution 09-812 authorizes the purchase of materials, equipment and supplies valued between \$5,000 and \$25,000 without advertisement and formal sealed bidding if the County secures written quotes from three different vendors on the vendor list; and

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

Columbia Basin Paper & Supply, Pasco, WA (\$24,245.66 including sales tax and shipping)
Crown Paper & Janitorial Supplies Inc., Walla Walla, WA (\$24,237.54 including sales tax and shipping)
Office Depot, Kennewick, WA (\$40,726.22 excluding tax)

WHEREAS, Crown Paper & Janitorial Supplies Inc. had the lowest quote; and

WHEREAS, the Jail Captain has reviewed the quotes for completeness and recommends purchasing toilet paper from Crown Paper & Janitorial Supplies Inc.; **NOW THEREFORE**,

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County Washington, concurs with the Jail Captain's recommendation and hereby authorizes toilet paper purchase from Crown Paper & Janitorial Inc. in an amount not to exceed \$24,237.54 including sales tax and shipping.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

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

Prepared by: D. Pettey

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	<u>3/7/11</u>	Execute Contract	_____	Consent Agenda	<u> X </u>
Subject:	Funding application with the Department of Ecology	Pass Resolution	_____	Public Hearing	_____
Prepared by:	David V. C. Pettey	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	Keith Mercer, Captain Thompson	Pass Motion	_____	2nd Discussion	_____
		Other	<u> X </u>	Other	_____

BACKGROUND INFORMATION

Since 2005, the Benton County Sheriff's Office has applied for, and received funds from the Department of Ecology. These funds have been used to provide the County with funding for litter pickup and illegal dump cleanup. In the past, an entire Work Crew (Work Crew 3) was dedicated to cleaning up county roads, state highways, and illegal dumps throughout Benton County. Last year, funding from the Department of Ecology ceased prematurely due to budget restraints. Work Crew 3 was then permanently shut down.

SUMMARY

The funds available in the attached application will be used to offset the cost of the Work Crew Officer assigned to a Work Crew. This crew will not exclusively work on cleaning up county roads, state highways, and illegal dumps. These duties will be added to their current workload.

RECOMMENDATION

The Sheriff's Office recommends applying for these funds available through the Department of Ecology and using them to offset the salary and benefit costs associated with the Work Crew officer assigned to a Work Crew.

FISCAL IMPACT

Zero fiscal impact.

The funding amount we are applying for is \$76,047.00 for the time period of July 1, 2011 through June 30, 2013.

DTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPLYING FOR FUNDING BY THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR THE PURPOSE OF PROVIDING BENTON COUNTY WITH FUNDING FOR LITTER PICKUP AND ILLEGAL DUMP CLEANUP

WHEREAS, the Benton County Sheriff's Office completed an application for Community Litter Cleanup Program Funds from the Department of Ecology for 2011-2013 with a funding amount of \$76,047 to be used towards litter pickup and illegal dump cleanup; and

WHEREAS, The Benton County Sheriff's Office requests to apply for the funds available by the Washington State Department of Ecology Community Litter Program for the period of July 1, 2011 to June 30, 2013; **NOW, THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the Board hereby authorizes the Chairman to sign the attached Community Litter Cleanup Program Application.

Dated this _____ day of _____, 2011.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor, Dept of Ecology

Prepared by: D. Pettey

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/07/2011</u>	Execute Contract _____	Consent Agenda _____
Subject: <u>Inmate Phone</u>	Pass Resolution _____	Public Hearing _____
<u>Service</u>	Pass Ordinance _____	1st Discussion _____
<u>Contract</u>	Pass Motion _____	2nd Discussion _____
Prepared by: <u>J. Thompson</u>	Other _____	Other _____
Reviewed by: <u><i>J. Thompson</i></u>		

BACKGROUND INFORMATION

SUMMARY

The Benton County Sheriff's Office solicited proposals for the inmate phone services to the Benton County Jail. Seven proposals were received and reviewed by the Support Lieutenant, Operations Lieutenant and Civil Lieutenant. Out of the seven proposals two were recommended and Telmate's proposal was deemed the company that could provide the phone system which best suits the needs of the Benton County Jail at the best possible commission

On February 17, 2011, the Benton County Sheriff's Office received a letter of protest from a law firm that represents the current inmate phone services vendor, Securus. Captain Thompson and Jonathan Young reviewed the process followed by the review panel as well as the concerns mentioned in the attached letter and responded accordingly.

Jonathan Young will be present during the consent agenda to address any questions and concerns.

RECOMMENDATION

Approve the attached professional service contract awarding the inmate phone service to Telmate.

FISCAL IMPACT

Minimum of \$100,000 increase to phone commission on an annual basis.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING THE PERSONAL SERVICES CONTRACT TO TELMATE, LLC FOR INMATE PHONE SERVICES LOCATED IN THE BENTON COUNTY JAIL IN KENNEWICK, WA;

WHEREAS, the Benton County Sheriff's office solicited proposals for the inmate phone services to the Benton County Jail pursuant to the provisions of RCW 36.32.250; and

WHEREAS, Benton County Sheriff's Office received seven proposals on December 9, 2010 as provided in the Request for Proposal document; and

WHEREAS, the seven proposals were from the following organizations:

Consolidated Telecom, Inc., Irving, TX;
IC Solutions, San Antonio, TX;
American Phone Systems, Lafayette, TX;
*Global Tel*Link*, Mobile AL;
Securus Technologies, Hillsboro, OR;
Telmate, LLC, Graham, WA;
Lattice Incorporated, Redmond, OR; and

WHEREAS, the Support Lieutenant, Operation Lieutenant and Civil Lieutenant reviewed the bid proposals to determine which company provided the system that best suits the needs of the Benton County Jail at the best possible commission; and

WHEREAS, the Support Lieutenant, Operation Lieutenant and Civil Lieutenant recommend awarding the personal service contract to Telmate, LLC; **NOW, THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, the board concurs with the Benton County Sheriff's office and awards the personal services contract to Telmate LLC for inmate phone services, and

BE IT FURTHER RESOLVED the term of the attached contract commences April 1, 2011 and expires on December 31, 2012.

Dated this _____ day of _____, 2011

Chairman of the Board

Member

Member

Attest: _____

Clerk of the Board

File: Original - Sheriff
cc: Auditors; R. Ozuna; Telmate

J. Thompson

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Telmate LLC., with its principal offices at 1108 SE 6th Street, Ontario, Oregon 97914, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. **[Terms and Conditions;]**
- b. **[Exhibit A, Scope of Work; and]**
- c. **[Exhibit B, Compensation.]**

2. DURATION OF CONTRACT

The term of this Contract shall begin immediately upon execution by all parties, and shall expire on December 31, 2012. 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. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A, Scope of Work", which is attached hereto and incorporated herein by reference.
- b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.
- d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.
- e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the COUNTY.

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