

January 10,
2011

THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
January 3, 2011, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Leo Bowman
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; Personnel Manager Melina Wenner; Public Works Manager Steve Becken; Treasurer Duane Davidson; Ed Thornbrugh, Human Services Administrator; Planning Manager Mike Shuttleworth; Auditor Brenda Chilton; DPA Ryan Brown; DPA Steve Hallstrom; Bryan Perry, Safety Coordinator; Malcolm Bowie and Sue Schuetze, Public Works; Central Services Manager Randy Reid; Nick Kooiker, Treasurer's Office; Assessor Barb Wagner.

Workshop Agenda

The Board welcomed new Commissioner Shon Small.

Unimproved Lands – Letter from Constituent

Commissioner Bowman discussed an email he received from a constituent regarding proposed legislation to require government to put into private ownership lands that were not improved. He said he responded back and the Board had some discussion about lands and requirements of government.

Chairman Beaver said he was looking forward to new ideas and good cooperation and working with the new team.

Commissioner Small also said he was looking forward to the coming year, that he had an open door policy and believed that communication was the key component in accomplishing goals.

The Board briefly recessed, reconvening at 9:00 a.m.

Approval of Minutes

The Minutes of December 13, 2010 were approved.

Consent Agenda

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

Auditor

- a. Change of Precinct Boundaries Within Benton County
- b. Cancellation of Unclaimed Warrants

Central Services

- c. Authorization to Purchase Computers, Printers, Network Devices, Software & Consumables

Commissioners

- d. Contract Amendment w/BWA Architects for Health District Building TI Project
- e. Amending Resolution 09-777, Payment of Vouchers, Payroll & Budget at Dept. Level
- f. Letter to Enterprise for Progress in the Community
- g. Letter to Benton Franklin Fair Association

Facilities

- h. Contract Amendment w/Apollo Sheet Metal for HVAC Services

Human Services

- i. Agreement #10/11-PREV-KCS-00 w/Knowledge Counseling Services
- j. Agreement #PSA-JANITORIAL-NMC-2010-11w/National Maintenance Contractors, LLC
- k. Amendment #09/10-DD-ARC-02 w/The Arc of Tri-Cities
- l. Amendment #09/10-DD-CI-02 w/Columbia Industries
- m. Agreement #2011-HH w/BF Community Action Committee
- n. Amendment #09/11-MH-NONPIHP-LCC-01 w/Lourdes Health Network
- o. Amendment #09/11-MHPIHP-LCC-01 w/Lourdes Health Network

Juvenile

- p. Approval of 2011-2012 Juvenile Center Operations & Facilities Budget
- q. Benton County Flat Monthly Payments to Juvenile Center Operations & Facilities Budget
- r. Bi County Flat Monthly Payments to Juvenile Center Operations & Facilities Budget
- s. Personal Services Contract Amendment w/Apollo Sheet Metal for HVAC Maintenance
- t. Contract w/City of Kennewick for Graffiti Abatement Program

Office of Public Defense

- u. District Court Indigent Defense Professional Service Agreement w/A Farabee
- v. District Court Indigent Defense Professional Service Agreement w/A Ochs

Parks

- w. Lease Agreement w/M Finkbeiner

Prosecuting Attorney

- x. Collective Bargaining Agreement for Facilities and Parks Department
- y. Collective Bargaining Agreement Amendment for Roads Department
- z. Collective Bargaining Agreement Amendment for Courthouse Employees

Public Works

- aa. Award of 2011 Crushing and Stockpiling
- bb. Final Assessment Roll of County Road Improvement District #15

Sheriff

- cc. Professional Service Contract -Securus Technologies, Inc
- dd. Uniforms Purchase from Blumenthal Uniform Co., Inc.
- ee. Inmate Linens Purchase from Bob Barker Company Inc.
- ff. Ammunition, Flashlights, Holsters Purchase from Larsen Firearms
- gg. Misc Purchases from Columbia Basin Paper & Supply
- hh. Misc Purchases from Crown Paper and Janitorial Supply, Inc.
- ii. Cleaning Supplies Purchase from Zep Sales and Service
- jj. Inmate Clothing Purchase from Robinson Textiles
- kk. Personal Services Contract with Dr. Moon for Psychological Evaluations for Jail
- ll. Personal Services Contract with Johnny David Allstead for Inmate Barber Services
- mm. Personal Services Contract with Day Wireless Systems for Public Safety Systems
- nn. Personal Services Contract with FastSigns for Vehicle Decals, Signs, and Banners

Sustainable Development

- oo. Standard Service Agreement w/Prosser Economic Development Association

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

Public Hearing – Proposed Vacations – Old Inland Empire Highway

Sue Schuetze said the County Engineer initiated the proposed right of way vacations due to two separate curves being eliminated during construction. She said they received letters back from Benton PUD, Sunnyside Valley Irrigation District, Planning Department and Benton County Fire Marshal with no comments. Ms. Schuetze said her office recommended the right of ways be vacated.

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

MOTION: Commissioner Bowman moved to approve the vacation of right of way for these two pieces of land, as described by the staff report. Commissioner Small seconded and upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 9:10 a.m.

Public Hearing – Vacation of Webber Canyon Road ET-Al-CE 1939

Sue Schuetze requested to continue the public hearing.

The public hearing was continued to 9:55 a.m. on Monday, January 10, 2011 in the Commissioner Board Room, Benton County Courthouse.

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

Commissioner Board Organization

Commissioner Small recommended Commissioner Bowman be appointed as Chairman for the 2011 Board Organization, based upon past practice to rotate the Chairman. Commissioner Bowman recommended that Commissioner Small be appointed as Chairman Pro Tem.

The Board then reviewed the resolution and made recommendations for amendments to the committees.

MOTION: Commissioner Bowman moved to adopt the revised version of the Board Organization for the Year 2011. Commissioner Small seconded and upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 9:35 a.m.

Executive Session – Potential Litigation

The Board went into executive session at 9:35 a.m. with DPA Ryan Brown and Steve Hallstrom for approximately 10 minutes to discuss potential litigation. Also present were David Sparks, Cami McKenzie, Melina Wenner and Loretta Smith Kelty. The Board came out of executive session at 9:45 a.m. The Board went back into executive session for another five minutes. The Board came out of executive session at 9:50 a.m. and Mr. Brown requested another 10 minutes. The Board came out at 10:01 a.m. Mr. Brown stated the Board discussed potential litigation but took no action.

Executive Session – Potential Litigation

The Board went into executive session at 10:03 a.m. for approximately 10 minutes with DPA Jonathan Young to discuss potential litigation. Also present were Bryan Perry, Lt. Daniels, DPA Ryan Brown, DPA Steve Hallstrom, Melina Wenner, Loretta Smith Kelty, David Sparks, and Cami McKenzie. The Board came out at 10:08 a.m. Mr. Brown said the Board took no action.

MOTION: Commissioner Bowman moved to deny County Claim CC 10-13 and instructed staff to prepare a resolution. Commissioner Small seconded and upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening 10:20 a.m. for unscheduled visitors.

Unscheduled Visitors

PJ Phillips, Prosser, said he came to the meeting to hear about the Sheriff's Office Training Facility.

Chairman Beaver said the item had been "pulled" from the agenda and the only thing he knew about it was the Sheriff's Office had been planning a training facility for some time and he had seen a drawing that was prepared. Commissioner Small confirmed that was the case.

Mr. Phillips requested to be informed when it was put on the agenda again.

Doug Elliott, Fair Association President, said they were before the Board in regard to a lease extension. He said the Executive Board had signed the extension and five other members as well.

The Board agreed it wanted to extend the current contract and negotiate a new contract. Mr. Elliott said the Fair Association was interested in negotiating a new a contract as well.

Mr. Sparks said they had talked about having a workshop to move this forward. March 2 was set as a tentative date for a special meeting workshop in Kennewick to negotiate a new contract.

Claim for Damages

CC 2010-21: Received on December 16, 2010 from William Arthur Emmons

CC 2010-22: Received on December 16, 2010 from William Columbus Emmons, Jr.

Vouchers

Check Date: 12/10/2010
Warrant #: 24501-24575
Total all funds: \$2,019.22

Check Date: 12/15/2010
Warrant #: 231661-231685
Direct Deposit #: 59993-60196
Total all funds: \$113,225.54

Check Date: 12/15/2010
Taxes #: 10110125
Total all funds: \$33,613.01

Check Date: 12/17/2010
Warrant #: 24734-25002
Total all funds: \$909,493.68

Check Date: 12/30/2010
Warrant #: 25330-25598
Taxes #: 011210; 5011210; 0112102
Total all funds: \$1,195,954.99

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

Resolutions

- 11-001: Change of Precinct Boundaries Within Benton County
- 11-002: Cancellation of Unclaimed Warrants
- 11-003: Authorization to Purchase Computers, Printers, Network Devices, Software
- 11-004: Authorization to Purchase Consumable Computer/Printer Supplies
- 11-005: Contract Amendment w/BWA Architects for Health District Building TI Project
- 11-006: Amending Resolution 09-777, Payment of Vouchers, Payroll & Budget at Dept. Level
- 11-007: Contract Amendment w/Apollo Sheet Metal for HVAC Services
- 11-008: Agreement #10/11-PREV-KCS-00 w/Knowledge Counseling Services
- 11-009: Agreement #PSA-JANITORIAL-NMC-2010-11w/National Maintenance Contractors, LLC
- 11-010: Amendment #09/10-DD-ARC-02 w/The Arc of Tri-Cities
- 11-011: Amendment #09/10-DD-CI-02 w/Columbia Industries
- 11-012: Agreement #2011-HH w/BF Community Action Committee
- 11-013: Amendment #09/11-MH-NONPIHP-LCC-01 w/Lourdes Health Network
- 11-014: Amendment #09/11-MHPIHP-LCC-01 w/Lourdes Health Network
- 11-015: Approval of 2011-2012 Juvenile Center Operations & Facilities Budget
- 11-016: Benton County Flat Monthly Payments to Juvenile Center Operations & Facilities Budget
- 11-017: Bi County Flat Monthly Payments to Juvenile Center Operations & Facilities Budget
- 11-018: Personal Services Contract Amendment w/Apollo Sheet Metal for HVAC Maintenance
- 11-019: Contract w/City of Kennewick for Graffiti Abatement Program
- 11-020: District Court Indigent Defense Professional Service Agreement w/A Farabee
- 11-021: District Court Indigent Defense Professional Service Agreement w/A Ochs
- 11-022: Lease Agreement w/M Finkbeiner
- 11-023: Collective Bargaining Agreement for Facilities and Parks Department
- 11-024: Collective Bargaining Agreement Amendment for Roads Department
- 11-025: Collective Bargaining Agreement Amendment for Courthouse Employees
- 11-026: Award of 2011 Crushing and Stockpiling
- 11-027: Final Assessment Roll of County Road Improvement District #15
- 11-028: Professional Service Contract -Securus Technologies, Inc
- 11-029: Uniforms Purchase from Blumenthal Uniform Co., Inc.
- 11-030: Inmate Linens Purchase from Bob Barker Company Inc.
- 11-031: Ammunition, Flashlights, Holsters Purchase from Larsen Firearms
- 11-032: Misc Purchases from Columbia Basin Paper & Supply
- 11-033: Misc Purchases from Crown Paper and Janitorial Supply, Inc.
- 11-034: Cleaning Supplies Purchase from Zep Sales and Service
- 11-035: Inmate Clothing Purchase from Robinson Textiles
- 11-036: Personal Services Contract with Dr. Moon for Psychological Evaluations for Sheriff's Office
- 11-037: Personal Services Contract with Johnny David Allstead for Inmate Barber Services

- 11-038: Personal Services Contract with Day Wireless Systems for Public Safety Systems
- 11-039: Personal Services Contract with FastSigns for Vehicle Decals, Signs, and Banners
- 11-040: Standard Service Agreement w/Prosser Economic Development Association
- 11-141: Organization of the Benton County Commissioners for the Year 2011

There being no further business before the Board, the meeting adjourned at approximately 10:30 a.m.

Clerk of the Board

Chairman

Q

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN THE INTERAGENCY DATA SHARING AGREEMENT BETWEEN STATE OF WASHINGTON EMPLOYMENT SECURITY DEPARTMENT AND COUNTY CLERK FOR BENTON COUNTY

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners, is hereby authorized to sign the Interagency Data Sharing Agreement is providing for reciprocal data sharing for use by the Benton County Superior Court Clerks office, as attached.

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

cc: Auditor, File, R. Ozuna
Originals: Clerk

MODIFICATION TO CONTRACT

ESD Contract Number: K170 Modification Number: Mod. 1

Contractor Agreement Number: _____

Contract Title: Benton County Clerk

Contractor: _____

The Contract identified above, including any subsequent modifications thereto, is hereby amended, under the provision addressing changes and modifications, by the mutual consent of all parties hereto, as follows:

- ❖ Extend end date of contract to 12/31/2013
- ❖ Change contract manager from Neil Gorrell to Celia Nwankwo

All other terms and conditions of the original contract and any subsequent modifications thereto remain in full force and effect.

Contractor hereby acknowledges and accepts the terms and conditions of this modification.

Benton County

State Of Washington
Employment Security Department

By: _____

By: Nan Thomas

Title: _____

Title: Assistant Commissioner

Signature: _____

Signature: [Handwritten Signature]

Date: _____

Date: 12-3

As to form:

[Handwritten Signature]
Ryan Brown, Deputy PA

12/28/10
Date

[Handwritten Signature]
Josie Delvir, Clerk

12-27-10
Date

INTERAGENCY DATA SHARING AGREEMENT
BETWEEN
STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT
AND
COUNTY CLERK FOR BENTON COUNTY

This Agreement, pursuant to Chapter 50.13.020(2) Revised Code of Washington (RCW), is made and entered into by and between the Washington State Employment Security Department (hereinafter called "ESD") and the County Clerk for Benton County (hereinafter called "Requesting Entity"), pursuant to authority granted in Chapters 39.34, 50.13 and 50.38 RCW, relevant federal statutes, and related regulations.

Requesting Entity staff member responsible for management of this Contract is:

Name: Josie Delvin
Title: Benton County Clerk
Telephone Number: (509) 735-8388
FAX Number: (509) 783-1058
E-mail: josie.delvin@co.benton.wa.us

ESD Program Manager responsible for the management of this Contract is:

Name: Neil Gorrell
Title: Deputy Assistant Commissioner
Unemployment Insurance (UI) Division
Telephone Number: (360) 902-9303
FAX Number: (360) 902-9329
E-mail: ngorrell@esd.wa.gov

PURPOSE

It is the purpose of this Agreement to set out the terms and conditions under which ESD will share confidential Unemployment Compensation (UC) employment and wage data with the Requesting Entity in accordance with authority granted through Chapters 50.13.020(2) RCW and 9.94A.760 RCW. The Requesting Entity will use the confidential data for the purposes of verifying employment or income, seeking assignment of wages, or performing other duties necessary to the collection of an offender's Legal Financial Obligations (LFOs).

STATEMENT OF WORK

ESD shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of work set forth in Exhibit A, *Statement of Work*, attached hereto and incorporated by reference.

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

BE IT RESOLVED, by the Board of Benton County Commissioners that this personal services agreement between Michelle Dolven and the Benton County Superior Court Clerk is effective from January 1, 2011 through December 31, 2011 for Family Law Facilitator, as attached.

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

cc: Clerk (orig.), M. Dolven, Auditor, R. Ozuna

PERSONAL SERVICES AGREEMENT
PROVIDING FOR A FAMILY LAW COURT FACILITATOR SERVICE FOR
BENTON COUNTY SUPERIOR COURT CLERK

THIS PERSONAL SERVICES AGREEMENT is between BENTON COUNTY, a political subdivision of the State of Washington, and Michelle Dolven (hereinafter referred to as "Contractor").

1. Purpose

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

2. Term of Agreement

This agreement is effective January 1, 2011 through December 31, 2011.

3. Scope of Services

The Contractor shall provide the services specified in Attachment A, Statement of Work. Contractor shall perform such services at the Benton County Justice Center from 11:00 a.m. until 1:30 p.m. on the day of the week on which Benton County Superior Court schedules its domestic docket at the Justice Center. In addition, the Contractor shall be in court and make his/her services available at the weekly domestic docket at the Justice Center until excused by the presiding judge. For each such domestic docket day, Contractor shall bill for the actual time spent each day providing services under this agreement or \$195.00, whichever is less. Contractor shall not bill for or provide any services at any other time or on any other day other than a domestic docket day as set forth above, unless this agreement is amended in writing.

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

4. Compensation

Benton County shall compensate the Contractor at an hourly rate of \$60.00 per hour billed, subject to the maximum amount set forth above. Based on the maximum number of hours allowed under paragraph 3 above, total monthly compensation shall be no more than \$780.00 in any month that contains four domestic dockets and \$975.00 in any month that contains five domestic dockets at the Justice Center. The Contractor shall submit a monthly invoice for services rendered to the Benton County Clerk. Payment shall be made within three weeks of receipt of a valid invoice.



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 115
TO DEPARTMENT 131.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental

Dept Nbr: 115

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 131

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.900	4931	Fenced Item Contingency	\$602	519.710	2103	Medical Insurance	\$602
TOTAL			\$602	TOTAL			\$602

Explanation:

Transferring money in order to cover payroll, benefits and outstanding invoices.

Prepared by: Keith Mercer

Date: 04-Jan-2010

Approved

Denied

Date: _____

Chairman

Member

Member

RESOLUTION

d

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 115
TO DEPARTMENT 120.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental

Dept Nbr: 115

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM: Dept 115

TRANSFER TO: Dept 120

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.900	4931	Fenced Item Contingency	\$146,173	523.200	1933	Salary Attrition Allowance	\$341,190
517.200	2120	Excess Compensation Retirement	\$75,017				
597.100	9910	Juvenile Center	\$120,000				
TOTAL			\$341,190	TOTAL			\$341,190

Explanation:

Transferring money in order to cover payroll, benefits and outstanding invoices.

Prepared by: Keith Mercer

Date: 04-Jan-2010

Approved

Denied

Date: _____

Chairman

Member

Member

e

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 137
TO DEPARTMENT 120.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Animal Control

Dept Nbr: 137

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM: Dept 137

TRANSFER TO: Dept 120

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.230	1150	Animal Control Officer III	\$25,138	523.200	1933	Salary Attrition Allowance	\$98,810
521.230	3106	Operating Supplies	\$22,072				
521.230	9401	Computer Purchases	\$19,550				
521.230	2103	Medical Insurance	\$14,500				
521.230	3103	Oil & Lubricants	\$6,750				
521.230	2102	Social Security (FICA)	\$5,400				
521.230	9402	Computer Purchases-Software	\$5,400				
TOTAL			\$98,810	TOTAL			\$98,810

Explanation:

Transferring money in order to cover payroll, benefits and outstanding invoices.

Prepared by: Keith Mercer

Date: 04-Jan-2010

Approved

Denied

Date: _____

Chairman

Member

Member

f

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 10 Jan 2011	Execute Contract	Consent Agenda X
Subject: transit coaches	Pass Resolution	Public Hearing
Memo Date: 05 Jan 2011	Pass Ordinance	1st Discussion
Prepared By: AJF	Pass Motion	2nd Discussion
Reviewed By: LB	Other X	Other

SUMMARY & BACKGROUND

Attached is a self-explanatory letter in support of a Ben Franklin Transit grant request.

#

10 January 2011

To: Congressional Delegation
Fr: Benton County Board of Commissioners
Re: Replacement of transit coaches

Dear Member of Congress,

Ben Franklin Transit, the primary public transportation provider in Benton County, is currently requesting federal funding assistance for the replacement of outdated transit coaches. Specifically, the project would replace fifteen coaches that are past their guideline lifespan and do not meet current Americans with Disabilities Act (ADA) requirements for transit coaches. The new coaches would be low-floor, ADA-accessible, hybrid vehicles that would be more energy efficient, more heavy-duty, and more accessible for patrons.

Benton County supports Ben Franklin Transit's efforts to obtain this funding and update its fleet of transit coaches for our community.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Leo Bowman, Chairman

Shon Small

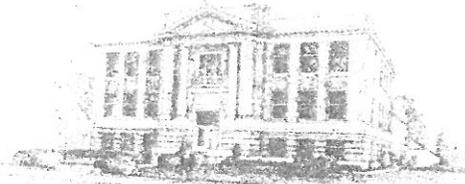
Jim Beaver

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



CANVASSING BOARD APPOINTMENT

I, Leo M. Bowman, Chair of the Benton County Commissioners, hereby designate myself to serve on the Benton County Canvassing Board for the Special Election to be held on February 8, 2011. I will serve for the timeframe of January 19, 2011 through February 23, 2011.

DATED this 10th day of January 2011.

LEO M. BOWMAN
Chair, Board of County Commissioners

RESOLUTION

h

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CONTRACT BETWEEN BENTON COUNTY DISTRICT COURT AND ROSIE E. ARTEAGA FOR INTERPRETER SERVICES.

WHEREAS, Jacki Lahtinen, District Court Administrator, believes it is in the best interest of the District Court that the agreement between Benton County District Court and Rosie E. Arteaga be approved as presented for the term commencing January 1, 2011 and terminating December 31, 2011, **NOW, THEREFORE**

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

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

BENTON COUNTY DISTRICT COURT
INTERPRETER CONTRACT – PROSSER

This Personal Service Agreement is entered into and effective **January 1, 2011**, by and between Benton County, a political subdivision of the State of Washington, and **Rosie E. Arteaga** (hereinafter called "Interpreter").

WITNESSETH:

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

WHEREAS, Interpreter has been certified by the State of Washington's Administrative Office of the Courts (AOC).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PROFESSIONAL SERVICES.

1. The Interpreter shall maintain the above referenced certification and provide such services to District Court as are commensurate with the requirements of Chapter 2.43 RCW, including the translation of spoken and written English to persons from a non-English background who cannot readily speak or understand the English language and who, when involved as a part to a legal proceeding, by reason of such inability to speak and understand English are unable to obtain due process of law.

2. The Interpreter shall provide interpretive services in Spanish according to all needs for such services in District Court, at Prosser, Washington other than for deaf or hearing impaired persons.

3. The timing of services provided by Interpreter shall include but are not limited to:

a. Thursdays – 8:00 A.M. until advised by office staff of no further need of interpretive services.

b. Additional District Court proceedings, including hearings, trials, pre-trials, trial readiness, attorney conferences and other matters as set forth in the District Court calendar delivered to Interpreter under Section II below.

4. In the event Interpreter needs to provide a substitute interpreter for coverage, the substitute interpreter must be approved in writing by a Benton County District Court Judge and the District Court Administrator.

II. NOTIFICATION

1. Benton County District Court shall deliver to interpreter's inbox at the Prosser Courthouse, a docket printout reflecting the hearings for which interpreter services are necessary. For regularly noticed hearings, that printout shall be delivered five (5) days in advance. For hearings noted on shortened time District Court shall deliver such printout as soon as reasonably practicable.

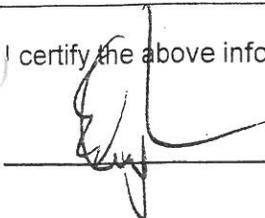
Benton and Franklin Counties

Board of Commissioners

Agenda Summary Report

DATE SUBMITTED:	PRESENTED BY: Ed Thornbrugh, Administrator, Benton/Franklin Department of Human Services
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> To Be Brought Before the Board. Suggested Date: _____ Time needed: _____ minutes	
SUBJECT / ISSUE: Approval of Agreement #10/11-PREV-ESD-123-00, in the matter of execution of an Agreement with Education Service District 123.	
FISCAL IMPACT: Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.	
ACTION(S) REQUESTED: To approve signing the Agreement #10/11-PREV-ESD-123-00 with Educational Service District 123 and authorize the Chair to sign on behalf of the Board. Benton County Resolution No. 10-784 additionally included the Why Try Program in error and needs to be rescinded.	
BACKGROUND: The Benton/Franklin Department of Human Services would like to contract with Educational District 123 for substance abuse prevention services for the 2010-11 year. The program will include the Strengthening Families Program, which will discourage the use of tobacco, alcohol and other drugs.	
COORDINATION: Ed Thornbrugh, Administrator Benton/Franklin Department of Human Services	
RECOMMENDATION: Sign the resolution to accept the proposed Agreement and the Benton County Resolution No. 10-784 is hereby rescinded. Approve the proposed Agreement by signing all the copies where indicated.	
HANDLING / ROUTING: Route to Benton/Franklin Department of Human Services-Maria Loera, Senior Secretary	
ATTACHMENTS: 1. Resolution (3) 2. Agreement (3)	

I certify the above information is accurate and complete.



JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF EXECUTION OF AGREEMENT #10/11-PREV-ESD-123-00 TO PROVIDE PREVENTION SERVICES THROUGH THE STRENGTHENING FAMILIES PROGRAM BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND EDUCATIONAL SERVICE DISTRICT (ESD) 123; RESCINDING BENTON COUNTY RESOLUTION NO. 10-784

WHEREAS, the Educational Service District (ESD) 123's Strengthening Families Program discourages the use of tobacco, alcohol and other drugs; and

WHEREAS, ESD 123 will be compensated at no more than \$19,000.00 for the program; and

WHEREAS, Benton County Resolution No. 10-784 additionally included the Why Try Program in error and needs to be rescinded; and

WHEREAS, the Agreement is effective July 1, 2010 through June 30, 2011, NOW THEREFORE,

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

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be, and they hereby are, authorized to sign, on behalf of their respective county, Agreement #10/11-PREV-ESD-123-00.

BE IT FURTHER RESOLVED, that Benton County Resolution No. 10-784 is hereby rescinded.

Dated this day of 2011.

Dated this day of2011.

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

Member

Constituting the Board of County Commissioners,
Benton County, Washington

Member

Constituting the Board of County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

**Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
Agreement #10/11-PREV-ESD-123-00**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301, by and for the **Benton and Franklin Counties' Department of Human Services**, a bi-county department, with its principal offices at 7207 West Deschutes Avenue, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Educational Service District 123**, a private non-profit agency, with its principal offices at 3918 W. Court Street Pasco Wa 99301 (hereinafter "Contractor").

Counties Contact Information:
Edward Thornbrugh, Administrator
Department of Human Services
7207 W. Deschutes Avenue
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: edt@gov.wa.co.benton-franklin.us

Contractor Contact Information:
Bruce Hawkins, Superintendent
Educational Service District 123
3918 W. Court Street
Pasco, WA 99301
Phone: 509.544.5761
Fax: 509.543.3328

Is the Contractor a subrecipient for purposes of this Agreement.....Yes
CFDA Number (Federal Block Grant Funding)#93.959
Title: Block Grants for Prevention and Treatment of Substance Abuse
Name of Grant: Substance Abuse Prevention and Treatment (SAPT) Block Grant
Grantor: DSHS Division of Alcohol and Substance Abuse (DASA)

Agreement Start Date.....July 1, 2010
Agreement End Date (unless terminated sooner as set forth herein this Agreement) June 30, 2011
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration \$19,000.00

Attachments incorporated into this Agreement None

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

For the Contractor:

Bruce J. Hawkins

Title: *Superintendent* Date *11-01-2010*

For Benton County:

James P. Beaver *12-13-10*
Benton County Commissioners Date

Came [Signature]
Attest: Clerk of the Board

For Franklin County:

Franklin County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:

[Signature]

Department of Human Services

Approved as to Form:

[Signature]

Benton County Prosecutor's Office

Approved as to Form:

[Signature]

Franklin County Prosecutor's Office

0-6-10

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT
BCSC1113MMM001 FOR INDIGENT DEFENSE SERVICES IN BENTON COUNTY SUPERIOR
COURT

WHEREAS, Benton County is legally obligated to provide criminal defense services to indigent defendants in Benton County Superior Court; and

WHEREAS, Benton County presently needs an additional contractor to provide such indigent defense services because of the previous termination of an indigent defense professional services agreement at the election of the contractor; and

WHEREAS, after a request for qualifications process it appears to be in the best interests of Benton County to award a professional services agreement to attorney Michelle M McMillen;

NOW THEREFORE, BE IT RESOLVED THAT professional services agreement BCSC1113MMM001 for indigent defense services with attorney Michelle M McMillen be executed as presented.

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL REPRESENTATION
TO INDIGENT PERSONS IN BENTON COUNTY SUPERIOR COURT
BCSC1113MMM001**

THIS AGREEMENT is entered into by and between **Michelle M McMillen** attorney at law, Washington State Bar Association # 29291 ("Attorney"), and **BENTON COUNTY** a State of Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with felony criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with felony criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to felony criminal charges in the Benton County Superior Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County 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 2013**, 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 **PO Box 6986, Kennewick WA 99336**. Attorney's current local office telephone and fax numbers are **(509) 627-9914** and **(509) 586-4627** respectively; and Attorney's current office/work e-mail address is **michellemcmillen96@yahoo.com**.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s) to the Benton-Franklin Indigent Defense Coordinator ("IDC"), the Benton County Prosecuting Attorney, and the Benton-Franklin Counties Superior Court Administrator ("Superior Court Administrator").

c. The County prefers that Attorney locate and maintain Attorney's office in a commercial/professional building. However, regardless of the location Attorney decides to maintain his/her office, the office must be capable of accommodating confidential face-to-

RESOLUTION

K

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT
BCDC1113JAC001 FOR INDIGENT DEFENSE SERVICES IN BENTON COUNTY DISTRICT
COURT

WHEREAS, Benton County is legally obligated to provide criminal defense services to indigent defendants in Benton County District Court; and

WHEREAS, despite the existence of a regular panel of contract and staff attorneys who provide indigent defense services, there is a need for additional contract attorneys to accept individual case appointments **on an as needed basis** in order to effectuate the finely grained control of caseload appointments as contemplated in the Office of Public Defense's District Court defense management strategy; and

WHEREAS, there further exists a need for a contract attorney to provide defense services in the interim while a suitable replacement is found for outgoing staff attorney Anthony P Ochs; and

WHEREAS, attorney Jason A Celski is both willing and qualified to provide such indigent defense services in Benton County District Court on a case by case basis, and contracting with him for such services appears to be in the best interests of Benton County;

NOW THEREFORE, BE IT RESOLVED THAT professional services agreement BCSC1113JAC001 for indigent defense services with attorney Jason A Celski be executed as presented.

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

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE LEGAL
REPRESENTATION TO INDIGENT PERSONS IN
BENTON COUNTY DISTRICT COURT
CONTRACT # BCDC1113JAC001**

THIS AGREEMENT is entered into by and between Jason A Celski, attorney at law, Washington State Bar Association # 37848 ("Attorney"); and BENTON COUNTY, a State of Washington political subdivision ("County"), for and on behalf of the Benton County District Court.

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

- A. The County has the legal responsibility to provide legal defense services to indigent persons charged with misdemeanor criminal offenses alleged to have been committed within the County's jurisdictional boundaries.
- B. Attorney is engaged in the private practice of law, has direct experience in litigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide legal services to indigent persons subject to misdemeanor criminal charges in the Benton County District Court.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County 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 2013, 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 5219 W Clearwater, Suite 16, Kennewick, WA 99336 Attorney's current local office telephone and fax numbers are (509) 735-5683 and (509) 735-5683 respectively; and Attorney's current office/work e-mail address is jcelski@celskilaw.com.

b. Throughout the entire term of this Agreement, Attorney shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Attorney may relocate Attorney's office to another location within the greater Tri-Cities, Washington, and/or Attorney may change Attorney's telephone/fax number to another greater Tri-Cities local telephone/fax number, and/or Attorney may change Attorney's e-mail address, provided that Attorney must provide immediate written notice of such change(s)

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 10 Jan 2011 Subject: Park Board Memo Date: 05 Jan 2011 Prepared By: AJF Reviewed By: LB	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

Lax oversight on my part meant that four of our Park Board members had their terms expire without my catching it and going through the process of either re-appointing those members or recruiting replacement members on the normal schedule. As such, we have four members that are participating as regular Park Board members, but their terms have expired, calling into question of the legitimacy of the Board.

Park Board terms are six years in length, beginning on July 1 and ending on June 30.

In discussing this with Commissioner Bowman, we concluded that the best action would be to reappoint these four members to temporary terms now, so that business could be legitimately conducted, while the formal process of getting these terms realigned is undertaken. All four [former] members agree that this is a good strategy, and all four wish to continue their service.

As such, the attached resolution for Commissioner consideration reappoints each of the four citizens to a temporary six-month term on the Park Board, ending June 30, 2011. At that time, we would then make permanent appointments to fill-out the regular terms, getting back onto the traditional and established July 1 to June 30 schedule.

FISCAL IMPACT

None.

#

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE BENTON COUNTY PARK BOARD

WHEREAS, the terms of four members of the Benton County Park Board have expired; and,

WHEREAS, the staggered, six-year Park Board terms generally begin in July and end in June, and it is the desire of the County to maintain this schedule with re-appointments and new appointments of members; and,

WHEREAS, in order to maintain a legitimate Park Board to conduct County business in the near-term while the process of appointing members on the July-June schedule is underway, the County is best served by re-appointing the four members to temporary terms on the Park Board, each term ending 30 June 2011; **NOW THEREFORE**,

BE IT RESOLVED, that Earl "Skip" Gest of West Richland is hereby re-appointed to temporary term on the Benton County Park Board, beginning immediately and expiring on 30 June 2011.

BE IT FURTHER RESOLVED, that Bert Lake of Benton City is hereby re-appointed to temporary term on the Benton County Park Board, beginning immediately and expiring on 30 June 2011.

BE IT FURTHER RESOLVED, that Donna Raines of Kennewick is hereby re-appointed to temporary term on the Benton County Park Board, beginning immediately and expiring on 30 June 2011.

BE IT FURTHER RESOLVED, that Henry Sauer of Kennewick is hereby re-appointed to temporary term on the Benton County Park Board, beginning immediately and expiring on 30 June 2011.

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: BOCC file
cc: Parks, Park Board

Prepared by: A.J. Fyall

m

AGENDA ITEM MTG. DATE: January 10, 2011 SUBJECT: Reappointment of Steve LePage to the Boundary Review Board MEMO DATE: January 3, 2011 Prepared By: Donna Hutchinson Reviewed By: Michael Shuttleworth	TYPE OF ACTION NEEDED 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

The Board of County Commissioners appointed Mr. Steve LePage to the Boundary Review Board with his term expiring on January 31, 2011. Mr. LePage has notified us that he is willing to serve another term on the Boundary Review Board. This item is being put on the consent agenda for possible reappointment for another four-year term. If the Board of County Commissioners does not wish to reappoint Mr. LePage then they will need to pull this item from the consent agenda and appoint someone else to his seat on the Boundary Review Board.

As of January 31, 2011 the Boundary Review Board will have three vacancies, two are Governor's appointments and one is nominated from the Special Purpose Districts. Both the Governor's Office and the Special Purpose Districts have been contacted regarding these vacancies but as of this date these positions have not been filled.

MOTION

Approval of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: REAPPOINTMENT OF STEVE LEPAGE TO THE BENTON COUNTY BOUNDARY REVIEW BOARD

WHEREAS, RCW 36.93.061, provides for a five member Boundary Review Board, with one member to be appointed by the County Commissioners; and

WHEREAS, the term of Steve LePage, County Commissioner appointee expires on January 31, 2011 and Mr. LePage has requested to be reappointed; and

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners reappoint Steve LePage to the Benton County Boundary Review Board with his term to expire on January 31, 2015.

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

Michael Shuttleworth/djh

n

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF TWO (2) NEW CURRENT PRODUCTION MODEL 2-AXLE DIESEL POWERED TRUCK CAB AND CHASSIS UNITS

WHEREAS, by resolution dated November 22, 2010, bid call was authorized for ERR Purchase of Two (2) New Current Production Model 2-Axle Diesel Powered Truck Cab and Chassis Units; and

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

WHEREAS, the Public Works Manager recommends award of the contract to Jim's Pacific Garages, Inc., Pasco, Washington; NOW, THEREFORE,

BE IT RESOLVED that the business of supplying Benton County with Two (2) New Current Production Model 2-Axle Diesel Powered Truck Cab and Chassis Units be awarded to Jim's Pacific Garages, Inc., in the amount of \$148,116.00, plus Washington State Sales Tax in the amount of \$12,737.98; and

BE IT FURTHER RESOLVED that the Public Works Manager is hereby authorized to proceed with the purchase.

Dated this 10th day of January, 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:LJM:slc

LOCATION: BENTON COUNTY

LET BY: BOARD OF COUNTY COMMISSIONERS

RE: TWO (2) NEW CURRENT PRODUCTION
MODEL TRUCK CAB AND CHASSIS UNITS

c:\excel\my documents\Bid Tab Two (2) Truck Cab & Chassis Units 01-04-11

DATE: January 4, 2011, 2:00 p.m., Local Time

Firm Name and Address	Make and Model	Delivery	Bid Price	Sales Tax	TOTAL
JIM'S PACIFIC GARAGES 2708 North Commercial Avenue Pasco, WA 99301	2012 Freightliner M2 106V	90 days after order	\$ 148,116.00	12,737.98	\$ 160,853.98
WESTERN PETERBILT, INC. 1435 East Hillsboro Street Pasco, WA 99301	Peterbilt Model 348	90 days from order	\$ 165,550.00	14,237.30	\$ 179,787.30
WOODPECKER TRUCK 40275 Clark Lane Pendleton, OR 97801	International 7400 SBA cab & chassis	No later than April 15, 2011 to Northend Truck	\$ 166,455.00	14,315.13	\$ 180,770.13
JIM'S PACIFIC GARAGES 2708 North Commercial Avenue Pasco, WA 99301	Western Star 4900 SA 109 Model	90 days after order	\$ 223,894.00	19,254.88	\$ 243,148.88

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 1936 VAC AND CE 1937 VAC PROPOSED VACATION OF RIGHT OF WAY OF OLD INLAND EMPIRE HIGHWAY LOCATED IN SECTION 36, TOWNSHIP 9 NORTH, RANGE 24 AND SECTION 28, TOWNSHIP 9 NORTH, RANGE 25 EAST, WM;

WHEREAS, Resolution No. 10-719, dated November 22, 2010, scheduled a public hearing for January 3, 2011, to consider the proposal of the Benton County Engineer to vacate the right of way of two pieces of land, triangular in shape, that have become excess due to road construction recently completed; and

WHEREAS, at both locations a paved "Y" curve has been removed, thus leaving a large triangular area; and

WHEREAS, the road right of way was deeded to Benton County as STATE HIGHWAY. NO. 3 and filed under Auditor Fee Number 282994, which is located in Section 36, Township 9 North, Range 24 East, W.M., of which a portion of said right of way is now proposed for vacation and is described as follows:

All that existing road right of way lying Easterly and Southerly of the following described line:

Beginning at the Northwest corner of Section 36, Township 9 North, Range 24 East, W.M.; thence South 00° 00' 00" East on an assumed bearing along the Section line and centerline of Old Inland Empire Highway a distance of approximately 212.22 feet; Thence South 90° 00' 00" East a distance of 30.00 feet to the True Point of Beginning; thence North 00° 00' 00" East 142.01 feet; thence North 44° 26' 05" East a distance of

RESOLUTION



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

IN THE MATTER OF COUNTY ROADS, RE: A DETOUR ROAD AGREEMENT TO
ALLOW THE USE OF A PORTION OF BOFER CANYON ROAD AS A DETOUR ROUTE

WHEREAS, the State is planning improvements at the I-82 Westbound/US 395 Northbound
interchange in Kennewick and Benton County, and

WHEREAS, to facilitate the improvements a detour route utilizing Bofer Canyon Road is needed
between the Kennewick City Limits and the Locust Grove interchange, and

WHEREAS, the Agreement has been Approved as to Form by the Prosecuting Attorney's
Office, and the Public Works Manager recommends approval of said Agreement No. HRD
50166 and it appearing to be in the public interested said Agreement, NOW, THEREFORE

BE IT RESOLVED that Washington State Department of Transportation Detour Agreement No.
50166 utilizing a portion of Bofer Canyon Road as a detour route be approved and the Chairman
of the Board is authorized to execute said agreement on behalf of Benton County.

Dated this 10th day of January 2011.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB



Local Agency Haul Road/Detour Agreement		Organization and Address	
		Benton County 620 Market Street Prosser, WA 99350-0954 Attn: Bryan L. Thorp P. L. S.	
Agreement Number HRD 50166		Section / Location	
State Route Number I-82 & US 395	Control Section Number	Bofer Canyon Rd. between Locust Grove Interchange and Christenson Road	
Region South Central Region		Description of Roads or Streets The work proposed under this agreement includes the use of Bofer Canyon Road and Christenson Road, as described in Exhibit "A".	
Intended Use (Haul Road or Detour Road) Detour Road			
Vehicle Restrictions			

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, (hereinafter the "STATE") and the above named organization, (hereinafter the "LOCAL AGENCY").

WHEREAS, the STATE is planning the construction or improvement of a section of state highway as shown above, and

WHEREAS, in the construction of the project it is planned to use, for the purpose noted above, those LOCAL AGENCY roads or streets described above and as further detailed in red on the attached Exhibit "A", and

WHEREAS, it is anticipated that as a result of the use of these roads or streets, additional maintenance expense may be incurred by the LOCAL AGENCY.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I

The LOCAL AGENCY hereby agrees to the STATE's use of the roads or streets covered by this AGREEMENT subject to the conditions contained herein.

II

Immediately prior to the beginning of the STATE's use of the above described roads or streets, the parties to this AGREEMENT shall make a joint condition inspection and the STATE shall prepare a memorandum record of the condition of said roads or streets. The memorandum record shall include a statement of the extent and frequency of routine maintenance operations normally carried out by the LOCAL AGENCY on said roads or streets and may include photographs showing condition of the existing roadway.

III

The STATE agrees to reimburse the LOCAL AGENCY for the cost of additional routine maintenance and repairs, operations in excess of those enumerated in the record made under the provisions of Section II, made necessary by the STATE's project. The reimbursement for such additional routine maintenance and repairs shall be limited to the actual cost of such operations supported by proper records. Such costs are to be exclusive of all administrative and overhead costs and all charges for small tools.

IV

Upon completion of use of the roads or streets covered by this AGREEMENT, a joint inspection shall be made by the parties to determine the condition of said roads or streets. All maintenance and/or repairs shall be based upon the conditions of these roads or streets at the time of this completion inspection, taking into account the memorandum record made under Section II.

V

It is expressly understood that the STATE shall be responsible only for that extra maintenance and repairs of the LOCAL AGENCY's roads or streets occasioned by the project use. In the event of a dispute over the terms of this AGREEMENT and/or the extent of maintenance or repair work required to be performed, the dispute shall be submitted to the Secretary of Transportation for determination. In determining this responsibility the Secretary shall give consideration to the memorandum record provided for in Section II. The conclusions of the Secretary as to the extent and amount of such maintenance shall be final and conclusive as to all parties to this AGREEMENT.

VI

The LOCAL AGENCY agrees not to restrict below legal limits the size, weight, or speed of vehicles using the roads or streets covered by this AGREEMENT except as stated above under Vehicle Restrictions.

**AGREEMENT HRD 50166
BENTON COUNTY
EXHIBIT "A"**

SPECIFICATIONS AND DETAILS

The work proposed under this agreement includes the use Bofer Canyon Road, as described below, for a detour route to facilitate improvements at the I-82 Westbound/US 395 Northbound interchange in Kennewick and Benton County, Washington.

Detour Route Details

Detour Route Description:

Beginning at the intersection of SR 397/Locust Grove Interchange and Bofer Canyon Road, (I-82 MP 114) Northbound I-82 Traffic wanting to access US 395, Northbound will need to use Exit 114 "Locust Grove Road", right onto SR 397 then enter Benton County turning left onto South Bofer Canyon Road for 2.3 miles where South Bofer canyon Road enters the City of Kennewick and continues for 0.2 miles to Christenson Road, then left onto Christenson Road for 0.06 miles to US 395 Northbound.

Duration: 4 nights within 40 days.

Time Frame: June-July, 2011 between the hours of 8:00 pm and 6:00 am.

WSDOT Representative

The Department of Transportation's Project Engineer will be:

Moe Davari, P.E.
1655 Fowler
Richland, WA 99352
(509) 222-2402

9.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVAL OF AGREEMENT WITH THE MASTER'S TOUCH FOR THE FORMATTING, PRINTING, AND MAILING OF THE BENTON COUNTY PROPERTY TAX STATEMENTS.

WHEREAS, per RCW 84.56 the Treasurer is required to send notice of property taxes to the taxpayers; and,

WHEREAS, the Treasurer has found it most economical to use the services provided in the private sector for printing and mailing tax statements; and,

WHEREAS, the Treasurer's Office has recently received and evaluated bid proposals from vendors for this service; and,

WHEREAS, the Treasurer recommends the proposal from the Master's Touch to be selected for the contract; and,

BE IT RESOLVED, the Treasurer is authorized to sign the contract (Exhibit "A") for tax statement formatting, printing, and mailing for the years 2011 & 2012.

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 Nick Kooiker, Treasurer's Office

CC: County Auditor's Office/ Accounting/ Patrick Powell



**DUANE A. DAVIDSON, CPA
Benton County Treasurer**

PO Box 630, Prosser, WA 99350
 Prosser 509-786-2255 Fax 786-5628
 509-736-3087
 Kennewick 509-735-8505 Fax 736-2705
www.co.benton.wa.us/html/treasurer

Exhibit "A"

**Print and mail contract for:
Benton County Treasurer**

This contract is entered into between The Master's Touch, LLC and Benton County Treasurer

The Master's Touch, LLC agrees to provide the following:

	<u>QTY</u>	<u>RATE</u>	<u>TOTAL PRICE</u>
Tax Statement			
Mailing Services	92,000**	.11578	\$10,651.76
8 1/2 x 14" Statement	92,000	.033	\$3,036.00
#10 Envelope	92,000	.029	\$2,668.00
#9 Envelope	184,000	.0274	\$5,041.60
Mortgage Statement			
Mailing Services	54,000**	.091	\$4,914.00
8 1/2 x 11" Statement	54,000	.0335	\$1,809.00
#10 Envelope	54,000	.029	\$1,566.00
ACH Statement			
Mailing Services	5,000**	.169	\$845.00
8 1/2 x 11" Statement	5,000	.0335	\$167.50
#10 Envelope	5,000	.029	\$145.00
Total Mailing Services & Supplies			\$30,843.86** + Tax

** These items are estimates and actual quantities might differ from above stated amounts. Rates for these items will remain constant and will be based off of actual amounts

- The duration of this contract shall be for two years
- The Master's Touch, LLC will CASS certify and NCOA Benton County Treasurer's name and address file with no additional cost to the above listed prices
- Benton County reserves the right to produce Mortgage & ACH mailings internally if desired. Master's Touch will not charge mailing service charges if this occurs
- Assuming forms and envelopes have already been approved and printed, the Master's Touch, LLC promises to mail as soon as possible but no later than 10 workdays after final production proof approval
- Master's Touch shall store extra materials at no charge to the County. Benton County shall retain ownership rights to these materials while being stored
- In addition to the above stated costs, Benton County will reimburse postage costs incurred by Master's Touch for the mailing of statements


 Jim Cote
 The Master's Touch
 1/5/11

 Duane A. Davidson
 Benton County Treasurer

9:05

Marilu Flores - Public Hearing for CE 1526 Vacation of Excess Right of Way Finley Road and Nine Canyon Road

Pull

From: Sue Schuetze
To: Marilu Flores
Date: 1/6/2011 2:08 PM
Subject: Public Hearing for CE 1526 Vacation of Excess Right of Way Finley Road and Nine Canyon Road
CC: Malcolm Bowie; Norm Childress; Steve Becken

Marilu:

Please cancel our Public Hearing Time for CE 1526 Vacation of Excess Right of Way Finley Road and Nine Canyon Road scheduled for 9:05 Monday, January 10, because we did not correctly advertise as required by law.

Please reschedule this for February 28, and let me know what time.

Thank you.

Sue Schuetze, Engineer II
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350
509.786.5611 office
509.786.5627 FAX

4.5

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 10 Jan 2011 Subject: Animal Control Ord. Memo Date: 04 Jan 2011 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other
	X	X

SUMMARY

Today's objective is to receive Board direction on whether to proceed with adoption of a new animal control ordinance, and if so, to confirm a schedule for that procedure.

BACKGROUND

The new animal control facility is almost complete, equipment and supplies have been procured, and County staff is in place and ready to get to work.

Attached hereto is a draft animal control ordinance that has been prepared by Commissioner, Sheriff, and Prosecutor staff. We believe this draft carries forward the intent of the Board as articulated over the past couple of years in developing the County's animal control program.

The goal is to have animal control up and running on February 1st. Below is a proposed ordinance adoption schedule that would put an enforceable ordinance in place by the 1st. Staff is seeking Commissioner direction to move ahead with this schedule to get the ordinance adopted on January 31st.

PROPOSED SCHEDULE

Mon, Jan 10: Discussion, BOCC decides whether to proceed with ordinance adoption

Wed, Jan 12: Final comments, revisions to draft ordinance to Adam/Marilu

Sun, Jan 16: Draft ordinance is published in *Tri-City Herald*

Mon, Jan 31: Public hearing and BOCC decision on whether to adopt ordinance

Tue, Feb 01: New animal control ordinance goes into effect

#

ORDINANCE NO. _____

AN ORDINANCE relating to animal control, adding a new chapter to Title 2 of the Benton County Code.

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

SECTION 1. There is hereby added a new chapter to Title 2 of the Benton County Code which shall be entitled, "ANIMAL CONTROL," and which shall include the sections set forth below.

SECTION 2. DEFINITIONS. (a) As used in this chapter, unless the context indicates otherwise, the following words or phrases shall have the following meanings:

(1) "Animal control authority" means any local governmental unit or contractor designated by the County to enforce the provisions of this chapter.

(2) "At heel" shall be those circumstances when a dog is positioned and controlled in such a manner so as to remain within a distance of two (2) feet from its owner or other competent person having charge of such dog.

(3) "At large" means off the premises of the owner of a dog. Even if off the premises of its owner, a dog shall not be deemed "at large" if it:

(A) is attached to a leash or a chain of sufficient strength to restrain the dog, and not more than eight (8) feet in length, when said leash or chain is held by a person competent to restrain and control the dog off the owner's premises;

(B) is properly restrained within a motor vehicle or housed in a veterinary hospital; or

(C) is accompanied by and at heel beside the owner or competent responsible person.

(4) "County" means Benton County, Washington.

(5) "County animal shelter" means an animal shelter designated by the County to receive and hold impounded dogs under this chapter.

(6) "Competent person" means any person who, by reason of age and physical ability and/or training, is capable of maintaining control of a dog to the extent required by this chapter.

(7) "Dog" means and includes female, spayed female, male and neutered male dogs.

(8) "Health officer" includes any person designated as such by the Benton-Franklin District Health Department, or any other person designated as such by the County.

(9) "Microchip implant" means an identifying integrated circuit placed under the skin of a dog.

(10) "Owner" means any person, group of persons, firm, association or corporation owning, possessing, keeping, harboring or having control or custody of a dog.

(11) "Person" includes any person, partnership, corporation, trust or association of persons.

(12) "Veterinary hospital" means a public establishment regularly maintained and operated by a licensed veterinarian for the diagnosis and treatment of disease and injury to animals.

(13) "Pound master" refers to any person employed by, or under contract with, the County to care for and dispose of strays or other animals confined under this chapter.

(b) All other words and phrases used in this chapter will have their commonly accepted meaning.

(c) Whenever a type or breed of animal is described in this chapter, it includes any hybrid, cross breed or mixed breed of such animal to any degree that the type or breed can be identified by either the animal's appearance, behavior or pedigree.

SECTION 3. DOGS AT LARGE. It is unlawful for any owner of any dog to allow, suffer or permit such a dog to be at large and within unincorporated Benton County. Any dog at large and within unincorporated Benton County is a nuisance. Any dog which is at large and within unincorporated Benton County may be impounded by the animal control authority.

SECTION 4. SETTING AT LARGE PROHIBITED. It is unlawful for any person, except the owner or his or her duly authorized agent, to willfully open any door or gate on any private premises or unleash any dog for the purpose of enticing or enabling any dog to leave such private premises.

SECTION 5. NOTICE OF IMPOUNDING--PROCEDURES. Upon seizing and impounding any dog, the animal control authority shall give notice of such impounding in substantially the following manner.

If the dog is wearing a tag identifying its owner, if the dog is implanted with a microchip implant detected by a scanner used by the animal control authority or if the identity of the owner is otherwise known to the animal control authority, then within 48 hours of the time of impoundment, the animal control authority shall attempt to notify the microchip manufacturer, if a microchip is detected, and the owner in person or by telephone or by leaving a written notice at the owner's last known residence, to inform them that the dog has been impounded and may be redeemed as provided in this chapter. If none of these contacts are successful, the animal control authority shall send a certified letter to the owner's last known address within 96 hours of the time of impoundment.

SECTION 6. REDEMPTION OF IMPOUNDED DOGS. (a) Any impounded dog may be redeemed by the owner, or authorized representative of the owner, by payment to the animal control authority of an impounding fee, said fee to be established by resolution of the Board of County Commissioners. In addition, the redeeming owner, or authorized representative of the owner, shall first pay a daily boarding fee established by resolution of the Board of County Commissioners for each calendar day or portion thereof that the dog has been confined, and also the actual cost, if any, of treating an injured dog.

(b) Proof of an unexpired rabies vaccination must also be produced before a dog is released from impound.

(c) Upon receiving all fees due, the animal control authority shall execute a receipt in triplicate. The original shall be delivered to the person redeeming the dog and a copy, upon which such person shall acknowledge delivery of the dog, shall be retained by the animal control authority.

SECTION 7. UNCLAIMED DOGS--DISPOSITION. Except as set forth in Section 8 below, if an impounded dog is not claimed and redeemed within seventy-two (72) hours of the time of impoundment, then, at the discretion of the animal control authority, such dog may be adopted out or humanely destroyed pursuant to policies adopted by the animal control authority.

SECTION 8. DOGS WITH IDENTIFICATION--DISPOSITION. If an impounded dog wearing a tag identifying its owner or bearing a detected microchip implant is not claimed or redeemed within 240 hours from the time of impoundment, then such dog may be adopted out or humanely destroyed pursuant to policies adopted by the animal control authority.

SECTION 9. DESTRUCTION OF DOGS. (a) Any dog which is not redeemed by the owner and not adopted out by the animal control authority or pound master may be humanely destroyed and properly disposed of by the animal control authority or pound master. The destruction of all dogs shall be done in a humane manner.

(b) In the event of an emergency endangering the health or safety of any person where seizure and impoundment of a dog is deemed inadvisable or impractical, or for humane considerations, the animal control authority at its discretion may summarily destroy the dog involved.

SECTION 10. VIOLATIONS--PENALTIES. (a) Except as set forth in Section 11, each violation of any provision of this chapter shall be a civil infraction. Each violation shall be subject to a penalty in the amount listed below plus any court costs assessed by the Benton County District Court.

(1) First violation of any provision of this chapter -
thirty dollars (\$30.00)

(2) Second violation of any provision of this chapter -
fifty dollars (\$50.00)

(3) Third violation of any provision of this chapter -
seventy-five dollars (\$75.00)

(4) Any additional violations of any provision of this
chapter - one hundred dollars (\$100.00)

(b) Each person is guilty of a separate offense for each and every
violation of any provision of this chapter by such person.

SECTION 11. IDENTIFICATION-REFUSAL-PENALTY. Any person
requested to identify himself or herself to the animal control
authority pursuant to an investigation of an infraction under this
chapter, has a duty to identify himself or herself and give his or
her current address. Failure to so identify himself or herself
shall constitute a misdemeanor punishable by a fine of not to
exceed five hundred dollars (\$500.00) or by imprisonment for not
more than ninety (90) days or by both such fine and imprisonment.

SECTION 12. SEVERABILITY. If any provision of this ordinance
is declared unconstitutional, or the applicability thereof to any
person or circumstance is held invalid, the constitutionality of
the remainder of the ordinance and the applicability thereof to
other persons and circumstances shall not be affected thereby.

SECTION 13. EFFECTIVE DATE. This ordinance shall take effect
and be in full force upon its passage and adoption.

ADOPTED AND PASSED this _____ day of _____, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Approved as to Form:

Constituting the Board of
County Commissioners of
Benton County, Washington

Deputy Prosecuting Attorney

Attest: _____
Clerk of the Board

9:35

AGENDA ITEM: Private Road Naming PR 10-02 MTG. DATE: Jan. 10, 2011 MEMO. DATE: Dec. 30, 2010 SUBJECT: Private Road Naming, R. Brent Hartley Prepared By: R.J. Lott Reviewed By: Michael Shuttleworth	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Other <i>Public mtg</i>
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BACKGROUND INFORMATION

On December 14, 2010, R. Brent Hartley submitted the attached request to name 825 PR SE, which is a private road located off of Travis Road in Section 17, Township 7, Range 27 East, W.M. The applicant has requested that the name of 825 PR SE be changed to Hartley PR SE. Notices were sent to all effected agencies on December 16, 2010. As of this date, agencies that have responded have been in favor of the name change or have not had any comments.

SUMMARY

Per Benton County Code 10.12.060, a road name change request has been submitted to change a private road easement. The applicant has submitted one possible road name: Hartley PR SE. A public meeting has been scheduled for January 10, 2011 at 9:35 a.m. to discuss and review the road name petition. The proposed private road name meets the requirements of BCC 10.12.060, which requires that the road name be both readable and pronounceable. This road name change also meets the requirements of BCC 10.12.070(a), that the proposed road name does not duplicate, or partially duplicate any public or private road that currently exists in the incorporated or unincorporated areas of Benton County.

RECOMMENDATION

It is the recommendation of the Planning Department that the Board of County Commissioners conducts a public hearing, and based on the testimony received, either approve or deny the request. Based on the information received thus far, the Planning Department recommends that the proposed private road name change from 825 PR SE to Hartley PR SE be approved.

MOTION

The Benton County Planning Department recommends the following motion: The Benton County Board of Commissioners approves the private road name change from 825 PR SE to Hartley PR SE.

This motion is conditioned on the applicant has thirty (30) days to pay the required sign fee for the construction and placement of the private road sign(s) to the Benton County Public Works Department. If the fee is not paid within thirty (30) days, the approval by the Board of County Commissioners will be declared null and void.

R E S O L U T I O N

9:40

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: THE PETITION OF THE COUNTY ROAD ADMINISTRATION BOARD (CRAB) FOR THE WITHDRAWAL AND PAYBACK WAIVER FOR HANKS ROAD, CROSBY ROAD TO ALLER ROAD - C.E. 1494 CRP

WHEREAS, CRAB staff has approached the County regarding the removal of the project from Road Administration Trust Account (RATA)

WHEREAS, the County staff finds the project is not feasible at 1993 funding levels agreed to by CRAB and the Board of County Commissioners,

WHEREAS, County staff has engineered the project to a logical termination ready to resume at such time as conditions are more favorable. NOW, THEREFORE,

BE IT RESOLVED that the Chairman is authorized to sign the CRAB Project Waiver and Termination Form as provided for Hanks Road, Crosby Road to Aller Road.

Dated this 10th day of January, 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:slc

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>January 10, 2011</u>	Execute Change Order _____	Consent Agenda _____
Subject: <u>Hanks Road</u>	Pass Resolution <u>XX</u>	Public Hearing _____
Prepared by: <u>mjb</u>	Pass Ordinance _____	1st Discussion <u>XX</u>
Reviewed by: <u>mjb</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

In 1993 Benton County signed an agreement with the County Road Administration Board to design and construct Hanks Road from Crosby to Aller Rd. (Project #6 on the Six Year Road Program). The agreement identified Benton County as accepting the guarantee of \$720,000 motor vehicle fuel taxes from the Rural Arterial Program administered by CRAB. Since 1993 the county has spent approximately \$334,000 of the allocation preparing road plans and Right of Way drawings. This has left approximately \$386,000 remaining in the Road Administrative Trust Account (RATA) for the project. Based on Right-of-way appraisals totaling \$581,037.60 for land and damages and a current engineers estimate, Benton County is over \$3,000,000.00 from being able to complete the project as a Rural Arterial Program (RAP) project.

Coincidentally the CRAB has been getting direction to clear old projects off the (RATA) docket. Because Hanks Rd. is the oldest project on the docket it is CRAB staffs highest removal priority.

Benton County staff knows we cannot complete the project as it stands today. However, Benton County staff does not want the County to pay back what has been spent to date (app. \$334,000).

Staff has recently met with CRAB staff regarding the project. CRAB staff has agreed to support a 100% waiver from payback if Benton County submits to withdraw the project.

SUMMARY

The CRAB meets the 27th of January. Benton County staff in working with CRAB staff wishes to petition the CRAB to withdraw and waiver for 100% of payback for the Hanks Rd. project. Terminating the RAP contract between Benton County and CRAB will allow Benton County to apply for future RAP funding for the full amount of the estimated construction costs.

RECOMMENDATION

Benton County staff believes withdrawing the project with 100% waiver of payback is a good solution both for the County and the CRAB.

Benton County staff recommends that the BOCC pass the resolution directing the chair of the BOCC to sign the CRAB Project Waiver and Termination Form as provided and to be submitted to CRAB for the January 27th meeting.

FISCAL IMPACT

\$0.00

MOTION

Motion to pass resolution.

**REQUEST FOR WAIVER OF PAYBACK OF USED RATA FUNDS
AFTER PROJECT TERMINATION**

COUNTY ROAD ADMINISTRATION BOARD - WAC 136-167-030

Insert Information in shaded areas.

The RATA funded project specified below:

COUNTY: BENTON

ROAD NAME: Hanks Road

RAP PROJ NO. 0393-01

BEGIN M.P. 6.09

END M.P. 9.13

RATA approved: 720,000.00

Project RATA funds received by the County: 334,082.45 (A)

will not proceed to completion for the following reasons:

Hanks Road will not be completed under the existing RAP contract with CRAB due to the lack of funding in comparison with the extensive scope of work that is required to complete the construction of the full three miles of roadway. Current engineering estimates for construction and right-of-way have determined that the existing funding is deficient by more than \$3,000,000. This project never did have enough RAP funds to complete the project. Now is a logical time, prior to right-of-way negotiations to terminate this project.

(attach additional sheets if necessary)

Within sixty days of written acknowledgment of this letter by the CRABoard, the county will pay back all expended RATA funds listed in line (B).

(B)

The county requests however, that it not be required to pay back amounts listed in line (C) for the following reasons:

The RATA funds that have been expended were used to complete the Preliminary Engineering and the Right-of-way work up to the point of negotiations with landowners. Negotiations have not been pursued due to the uncertainty of the project going to construction. The Hanks Road project remains a programmed project for the future. Benton County staff will continue to explore future funding options, possibly including reapplying for RAP funds. RATA funds that have been expended, to date, were used for the public good and have given the CRAB and Benton County a valuable product.

(Include items of design and construction accomplished, and associated cost breakdown. Attach additional sheets if necessary)

RATA funds the county is requesting not be paid back. 334,082.45 (C)

Project termination and
waiver request submitted by:

Commissioner/Executive Signature

on: _____
date

If the county road administration board grants the request, the county shall repay all RATA funds not exempted from repayment, the CRAB/County contract will be amended, and the remaining RATA funds will be allocated to other projects within the region. If the county road administration board denies the request, full repayment shall be made as provided in subsection (1) of WAC 136-167-030.

9:45 AM

Change Order #2 w/G2 Construction

R Rogers

Steven W. Becken
Public Works Manager

Malcolm Bowie
County Engineer

Benton County

Department of Public Works

Post Office Box 1001 - Courthouse
Prosser, Washington 99350-0954

Area Code 509
Prosser 786-5611
Tri-Cities 736-3084
Ext. 5664
Fax 786-5627

9:55

January 5, 2011

Board of County Commissioners
Benton County Courthouse
Prosser, WA 99350

RE: Proposed Right of Way Vacation
Webber Canyon Road Et Al
CE 1939 VAC

Commissioners:

Resolution #10-720, dated November 22, 2010, set a public hearing for January 3, 2011 at 9:10 a.m., for proposed road right of way vacation of Webber Canyon Road et al. That public hearing was tabled until January 10, at 9:55 a.m., to which the following report is now submitted:

Benton County has proposed that the right of ways be vacated and abandoned. The attached print depicts said right of way proposed by the County Engineer for vacation. The right of way proposed for vacation and abandonment are numerous pieces of land that have become excess due to road construction and the realignment of Webber Canyon Road in conjunction with a new railroad undercrossing recently completed in the Kiona area. The realignment of Webber Canyon Road left excess right of way of the old alignment that will no longer be needed.

The right of way was obtained when the Corrected Plat of Kelso's First Addition to Kiona, was filed in Volume 8 of Plats, Page 89 on January 8, 1968.

The areas proposed for vacation are: a portion of Corrected Plat of Kelso First Addition of Kiona; a portion of Lot 1 of Short Plat 1312; and a portion of the Southeast Quarter, all located in Section 19, Township 9 North, Range 27 East, W.M. The legal descriptions for the areas proposed for vacation are as follows:

A strip of land of variable width, said strip being a portion of Webber Canyon Road as it existed on August of 2009 before construction of the new Webber Canyon Road, lying Easterly of a line 50 feet East of the centerline of the new alignment of Webber Canyon Road as shown on the plans titled Webber Canyon Road Underpass BNSF Railway Roadway CE 1722 CRP, and Westerly of the West line of Block 22 of the Corrected Plat

of Kelso's First Addition to Kiona, filed in Volume 8 of Plats, Page 89, extended Southerly to the East right of way line of the new Webber Canyon Road, as shown on the plans titled Webber Canyon Road Underpass BNSF Railway Roadway CE 1722 CRP;

AND,

Newton Street: All that portion of the Newton Street right of way lying adjacent to and Westerly of the West line of Block 22, as shown on the Corrected Plat of Kelso's First Addition to Kiona, filed in Volume 8 of Plats, Page 89, and lying East of the Easterly right of way line of the new alignment of Webber Canyon Road as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP;

AND,

Newton Street: All that portion of the Newton Street right of way lying adjacent to and Westerly of the West line of Block 12, as shown on the Corrected Plat of Kelso's First Addition to Kiona, filed in Volume 8 of Plats, Page 89, and lying East of the Easterly right of way line of the new alignment of Webber Canyon Road as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP;

AND,

Webber Canyon Road: All that portion of the Webber Canyon Road right of way as it existed on August of 2009, before construction of the new Webber Canyon Road, lying Westerly of the new Webber Canyon Road right of way, as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP, and lying Easterly of Benton Avenue and Southerly of NE 2nd Street as shown on the Corrected Plat of Kelso's First Addition to Kiona, filed in Volume 8 of Plats, Page 89;

AND,

NE 3rd Street: All that portion of the NE 3rd Street right of way, as shown on the Corrected Plat of Kelso's First Addition to Kiona, filed in Volume 8 of Plats, Page 89, lying West of the Westerly right of way line of the new alignment of Webber Canyon Road, as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP, and lying Easterly of the Webber Canyon Road right of way as it existed on August of 2009, before construction of the new Webber Canyon Road;

AND,

A triangular piece of land lying West of the Westerly right of way line of the new alignment of Webber Canyon Road as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP and lying South of the Northerly line of Block 23 of the Corrected Plat of Kelso's First Addition to Kiona filed in Volume 8 of Plats, Page 89, and lying Easterly of the Webber Canyon Road right of way as it existed on August of 2009, before construction of the new Webber Canyon Road;

AND,

NE 2nd Street: The South 10 feet of the right of way of NE 2nd Street adjacent to Block 13 of the Corrected Plat of Kelso's First Addition to Kiona filed in Volume 8 of Plats, Page 89.

EXCEPT any portion lying within the right of way of the new Webber Canyon Road, as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP;

AND,

NE 2nd Street: The North 10 feet of the right of way of NE 2nd Street adjacent to Block 3 of the Corrected Plat of Kelso's First Addition to Kiona filed in Volume 8 of Plats, Page 89.

EXCEPT any portion lying within the right of way of the new Webber Canyon Road, as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP; AND,

EXCEPT that portion adjacent the 20 feet alley in Block 3.;

AND,

A triangular shaped piece of land lying in Block 13 in the Corrected Plat of Kelso's First Addition to Kiona filed in Volume 8 of Plats, Page 89, and Northeasterly of the following described line:

Commencing at the Northeast corner of said Block 13; Thence S 89° 42' 38" W, along the Northerly line of Block 13, a distance of 53.68 feet to the True Point of Beginning; Thence S 22° 18' 54" E a distance of 69.97 feet to a point on the Westerly right of way line of the new Webber Canyon Road, as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP and the terminus for this description;

AND,

All that portion of the Newton Street right of way lying adjacent to and Westerly of the West line of Block 3, as shown on the Corrected Plat of Kelso's First Addition to Kiona, filed in Volume 8 of Plats, Page 89, and lying East of the Easterly right of way line of the new alignment of Webber Canyon Road as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP and lying Southerly of the BNSF Railroad Right of Way;

AND,

A triangular shaped parcel, said parcel being a portion of the Webber Canyon Road right of way as it existed on August of 2009, before construction of the new Webber Canyon Road, lying South of Lot 20, Block 23 of the Corrected Plat of Kelso's First Addition of Kiona, and lying West of a line 60 feet Westerly of the of the new alignment of Webber Canyon Road as shown on the plans titled Webber Canyon Road, Underpass BNSF Railway Roadway CE 1722 CRP.

Note: For all calls made regarding the Webber Canyon Road Underpass BNSF Railway Roadway CE 1722 CRP, the plans are filed in the Benton County Engineer's Office.

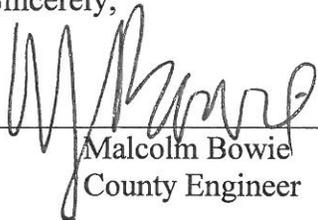
Public Works received letters back from the following:

- 1) Benton PUD – requested that the entire area proposed for vacation remain as a utility easement.
- 2) Kennewick Irrigation District – no comment.

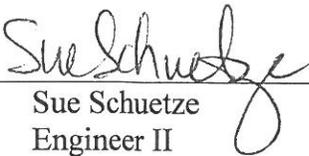
In conclusion, it is the opinion of the Benton County Engineer that it is in the best interest of the County to vacate the right of way as shown on the attached map as proposed by the Benton County Engineer, and that the public will be benefited by the vacation and abandonment of said right of way. It 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.

The Benton County Engineer concurs with Benton PUD that the entire vacated area requested by Benton PUD should remain a utility easement.

Sincerely,



Malcolm Bowie
County Engineer



Sue Schuetze
Engineer II

10:00 AM

Award Recommendation for
Health Building Tenant
Improvement Project
L Smith Kelty

no back-up at this time

proposals are due at 12:00 pm; Friday, January 7,
2011

10:10

AGENDA ITEM MTG. DATE: January 10, 2011 SUBJECT: Final Plat of Hidden Hills Subdivision SUB 09-02 MEMO DATE: January 4, 2011 Prepared By: Donna Hutchinson Reviewed By: Michael Shuttleworth	TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda Public Meeting X 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

On December 28, 2009, the Benton County Board of County Commissioners approved the preliminary plat of Hidden Hills, to create 58 single-family lots out of 41.40 acres. The preliminary plat was approved subject to 16 conditions. Those conditions have been completed for the Final Plat of Hidden Hills Phase 1, which consists of 13 lots. The final plat is being submitted to the Board for their approval and signature.

SUMMARY

All the conditions of approval have been satisfied and all signatures have been obtained. The Final Plat of Hidden Hills Phase 1 is ready for signature by the Chairman of the Board of County Commissioners.

RECOMMENDATION

It is the recommendation of the Benton County Planning Department that the Final Plat of Hidden Hills Phase 1 – SUB 09-02 be approved and the Board sign the attached resolution authorizing the chairman to sign the final plat at a public meeting on January 10, 2011 at 10:10 a.m.

FISCAL IMPACT

Maintenance of new county roads.

MOTION

The Board of County Commissioners should make a motion to approve the Final Plat of Hidden Hills Phase 1, SUB 09-02 and the Chairman so indicate by signing the final plat.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: THE FINAL PLAT OF HIDDEN HILLS PHASE 1
- SUB 09-02

WHEREAS, on December 28, 2009, the Board of County Commissioners approved the preliminary plat of Hidden Hills - SUB 09-02; and

WHEREAS, on Monday, January 10, 2011, in the Commissioners Meeting Room, third floor, Courthouse, Prosser, Washington at a public meeting, the Board of County Commissioners considered the final plat of Hidden Hills Phase 1 - SUB 09-02; and,

WHEREAS, the applicant for final plat approval has completed all the required conditions of approval for the proposed final plat of Hidden Hills Phase 1 - SUB 09-02 and has obtained all required signatures; and

WHEREAS, it appears to be in the publics best interest to approve said final plat of Hidden Hills Phase 1 - SUB 09-02, NOW THEREFORE,

BE IT RESOLVED that the Hidden Hills Phase 1 - SUB 09-02 is approved and the Chairman so indicate by signing the plat.

Dated this 10th day of January 2011.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County
Washington.

Attest.....

Clerk of the Board
Pln-2/Pub Wrks

MES/djh

10:15 AM

EXECUTIVE SESSION

POTENTIAL LITIGATION

– R Hay