

March 21,  
2011

THE BOARD OF  
BENTON COUNTY  
COMMISSIONERS  
AGENDA PACKET

**Draft**

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting  
March 14, 2011, 8:30 a.m.  
Commissioners' Conference Room  
Benton County Courthouse, Prosser, WA

**Present:** Chairman Leo Bowman  
Commissioner James Beaver  
Commissioner Shon Small  
County Administrator David Sparks  
Clerk of the Board Cami McKenzie  
Alt. Clerk of the Board Marilu Flores

**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; County Engineer Malcolm Bowie; Human Services Administrator Ed Thornbrugh; RJ Lott, Planning; Treasurer Duane Davidson; DPA Ryan Brown.

Workshop Agenda

Commissioner Beaver reported on his attendance at the Park Board meeting and ERWEB meeting.

Commissioner Small gave a report of the following meetings: code enforcement update with Dan Deckert and meeting W. Richland regarding animal control (still working on that issue).

Chairman Bowman reported on his NACo trip to Washington, D.C and briefly discussed the following: eight appointments with legislators and transportation people; transportation meetings/speakers; new transportation program to be adopted by September (possibly a six-year plan); streamlining process; NACo interim policy resolutions; balancing the budget. Additionally, he said he had written information for the Board's review.

VEBA Letter

Melina Wenner presented a letter to Congressman Hastings regarding a proposed technical change to IRS Code regarding VEBA for the Board to approve.

The Board approved the letter to be added to the consent agenda.

The Board briefly recessed, reconvening at 9:06 a.m. for the regular session.

### **Approval of Minutes**

The Minutes of the Special Board Meeting of March 2, 2011 were approved.

The Minutes of March 7, 2011 were approved.

### **Consent Agenda**

**MOTION:** Commissioner Beaver moved to approve the consent agenda items “a” through “l”, adding “m” (Letter to Congressman Hastings). Commissioner Small seconded and upon vote, the Board approved the following:

#### **Coroner**

- a. Authorization to Pay Dr. Wigren for Pathology Services

#### **Fairgrounds**

- b. Lease Agreement w/WSU – Rada Rabbits & Cavies 4H Club

#### **Juvenile**

- c. Personal Services Contract Amendment w/Tri-Cities Chaplaincy

#### **Office of Public Defense**

- d. Professional Services Agreement w/J Lilly
- e. Line Item Transfer, Fund No. 0000-101, Dept. 136

#### **Parks**

- f. Payment Authorization for Septic System Services @ Horn Rapids Park

#### **Planning**

- g. Short Plat Vacation – SPV 10-07

#### **Public Works**

- h. Final Assessment Roll for County Roads Improvement District #15
- i. Amended Final Assessment Roll for County Road Improvement District #11
- j. Public Hearing Authorization of Franchise Application of Frank Teigs and Lewis & Clark Ranch
- k. Purchase Authorization for Traffic Sign Materials

#### **Sheriff**

- l. Authorization to Purchase Tables for the Jail Facility

#### **Personnel**

- m. Letter to Doc Hastings

### **Legislative Priorities**

The Board agreed the following issues were legislative priorities for Benton County: SB 5531 (reimbursing counties for mental health); HB 1126 (gang violence); HB 1528 (driving while license suspended III); criminal justice funding; water issues; public safety.

Chairman Bowman said he would meet with Adam Fyall to prepare a letter to send to legislators and provide a copy back to the Board.

Commissioner Beaver said he wanted to send a letter to Franklin County offering to contract with Franklin County for use of the Benton County jail facilities. The Board agreed to have Mr. Sparks prepare a letter.

Commissioner Beaver also asked about a status regarding the gang issue proposal. Mr. Sparks said he asked Undersheriff Hatcher to provide a total cost analysis for this task force to include costs from the PA, Office of Public Defense, etc., as well as the Sheriff's office.

#### CTR – Commute Trip Reduction

Chairman Bowman said that Benton County previously received an exemption from this requirement but that it would be expiring soon. He said without the exemption, Benton County would be required to implement commute trip reduction. He said he had an appointment with the Secretary of Transportation to discuss options.

#### Claim for Damages

CC 2011-06(b):	Received on March 3, 2011 from Ronnie Owen
CC 2011-06(c):	Received on March 4, 2011 from Ronnie Owen
CC 2011-06(d):	Received on March 4, 2011 from Ronnie Owen
CC 2011-11:	Received on March 4, 2011 from Walter Kerr

#### Vouchers

Check Date: 3/4/2011  
Warrant #: 29766-29792  
Taxes #: 10111031-10111033  
Total all funds: \$1,783,198.24

Check Date: 3/4/2011  
Warrant #: 231995-232100  
Direct Deposit #: 61871-62459  
Total all funds: \$2,039,740.32

Check Date: 3/11/2011  
Warrant #: 29996-30376  
Total all funds: \$545,807.67

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

#### Resolutions

11-183 Authorization to Pay Dr. Wigren for Pathology Services

- 11-184 Lease Agreement w/WSU – Rada Rabbits & Cavies 4H Club
- 11-185 Personal Services Contract Amendment w/Tri-Cities Chaplaincy
- 11-186 Professional Services Agreement w/J Lilly
- 11-187 Line Item Transfer, Fund No. 0000-101, Dept. 136
- 11-188 Payment Authorization for Septic System Services @ Horn Rapids Park
- 11-189 Short Plat Vacation – SPV 10-07
- 11-190 Final Assessment Roll for County Roads Improvement District #15
- 11-191 Amended Final Assessment Roll for County Road Improvement District #11
- 11-192 Public Hearing Authorization of Franchise Application of Frank Teigs and Lewis & Clark Ranch
- 11-193 Purchase Authorization for Traffic Sign Materials
- 11-194 Authorization to Purchase Tables for the Jail Facility

With no further business before the Board, the meeting adjourned at approximately at 9:23 a.m.

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Clerk of the Board

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Chairman

a

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	03/21/11	Execute Contract	___	Consent Agenda	<u>x</u>
Subject:	PitneyBowes Equipment Lease	Pass Resolution	<u>x</u>	Public Hearing	___
		Pass Ordinance	___	1 <sup>st</sup> Discussion	___
Prepared By:	J. Randall Reid	Pass Motion	___	2 <sup>nd</sup> Discussion	___
Reviewed By:	Loretta Smith Kelty	Other	___	Other	___

**BACKGROUND INFORMATION**

For many years, the county has used PitneyBowes mail processing equipment for the mail room at the Courthouse. More recently, equipment has also been provided for the Elections staff for stuffing vote by mail ballots and information. Using the same equipment provides both backup and additional resources for vote by mail processing. The lease on the equipment currently in use is about to expire. Both Central Services and the Auditor wish to continue with PitneyBowes and the desired equipment is available through a state contract administered by Washington General Administration. The Prosecuting Attorney's staff has reviewed the base "OFF22 Multi-State Postage and Mail Processing Equipment" contract for which the Washington State reference number 6907. Benton County is already on the Cooperative Member List for General Administration contracts. As with other state contracts, there is no requirement for an additional agreements, just an order form.

**SUMMARY**

The attached resolution authorizes the Manager of Central Services to sign the order form for leasing PitneyBowes postage and mail processing equipment itemized in the resolution attachment for use by Central Services and Auditor Elections.

**RECOMMENDATION**

1<sup>ST</sup> Pass resolution.

2<sup>nd</sup>

**FISCAL IMPACT**

None. Included in 2011-12 budget.

**MOTION**

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF LEASING MAIL PROCESSING EQUIPMENT FOR CENTRAL SERVICES.

WHEREAS, resolution 09-814 requires authorization by the Board of County Commissioners for all service contracts; and

WHEREAS, the leases are about to expire for the postage and mail processing equipment used by Central Services and Auditor Elections; and

WHEREAS, PitneyBowes, Inc., is an authorized vendor for postage and mail processing equipment under Multi-State Contract OFF22, Washington State Participating Contract #6907; and

WHEREAS, Benton County is on the Cooperative Member List (Customer Number 10300) for purchasing from contracts managed by State of Washington General Administration; and

WHEREAS, the contract price for a sixty (60) month lease for the needed equipment is \$2,379.40 per month as itemized in Attachment "A" (2 pages); NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that the Manager of Central Services is authorized to sign a "OFF22 Multi-State Postage and Mail Processing Equipment, Accessories, Services and Supplies - Equipment Confirmation Form" for ordering the items listed in Attachment "A" for the monthly lease amount of \$2,379.40 plus appropriate tax, and that the Manager of Central Services is also authorized to sign any subsequent documents confirming the delivery and installation of the listed equipment.

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

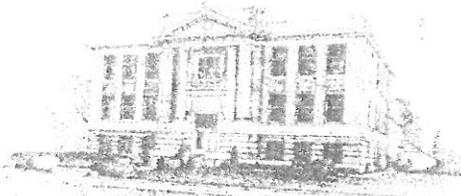
REID

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 April 26, 2011. I will serve for the timeframe April 6 through May 11, 2011.

DATED this \_\_\_\_\_ day of March, 2011.

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Leo M. Bowman  
Chair, Board of County Commissioners

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		<u>Commissioners</u>	
Meeting Date:	03/21/11	Execute Contract	_____		
Subject:	Rescind Res 98 102	Pass Resolution	XXX	Consent Agenda	XXX
Prepared by:	Marilu Flores	Pass Ordinance	_____		
Reviewed by:	L Smith Kelty	Pass Motion	_____		
		Other	_____		

### BACKGROUND INFORMATION

Resolution 98 102, adoption of an applicant interview expense policy pilot program, was adopted February 25, 1998.

Benton County's normal policy is to not reimburse or incur any expenses relative to applicant interviews. However, as an exception to the normal practice of not assuming any expenses by a "job" applicant, Resolution 98 102 was adopted to allow for selected interview candidates to be reimbursed for expenses limited to commercial travel and lodging.

Said applicant interview expense policy was only a pilot program and no longer in effect.

### RECOMMENDATION

Resolution 98 102, adoption of an applicant interview expense policy pilot program be rescinded.

# RESOLUTION

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

**IN THE MATTER OF RESCINDING RESOLUTION 98 102 ADOPTING THE  
BENTON COUNTY APPLICANT INTERVIEW EXPENSE POLICY PILOT  
PROGRAM**

**WHEREAS**, on February 25, 1998, per Resolution 98 102, the Board of Benton County Commissioners adopted the applicant interview expense policy pilot program; and

**WHEREAS**, said applicant interview expense policy pilot program is no longer in effect and should be rescinded; **NOW, THEREFORE**

**BE IT RESOLVED** that the Board of Benton County Commissioners hereby rescinds the applicant interview expense policy pilot program approved on February 25, 1998.

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	<u>FACILITIES</u>
Meeting Date: 3/21/2011	Execute Contract _____	Consent Agenda _____ X
Subject: Service Contract	Pass Resolution _____	Public Hearing _____
Prepared by: L. Small	Pass Ordinance _____	1st Discussion _____
Reviewed by: L. Smith Kelty	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

d

**BACKGROUND INFORMATION**

Two (2) heat pumps located at the Benton County Courthouse are at the end of their life cycle.

Facilities Supervisor solicited bids from contractors on the Small Works Roster and received bids from two out of the four contractors that were solicited.

Total Energy Management, Inc. came in with the lowest bid in the amount of \$8,775.00 plus WSST for the purchase and installation of said heat pumps.

**RECOMMENDATION**

The recommendation is to enter into a service contract with Total Energy Management, Inc. for a total contract amount payable, including acceptable overages, incidentals and other unanticipated costs not to exceed \$10,000.00 plus WSST for the purchase and installation of two heat pumps located at the Benton County Courthouse.

# RESOLUTION

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

**IN THE MATTER OF CONTRACTING WITH TOTAL ENERGY MANAGEMENT, INC. FOR THE INSTALLATION OF TWO (2) NEW CLIMATE MASTER HEAT PUMP SYSTEMS LOCATED AT THE BENTON COUNTY COURTHOUSE**

**WHEREAS**, two (2) heat pumps located at the Benton County Courthouse that services the Public Works Department on the first floor and the other that services the hallway on the third floor are at the end of their life cycle; and

**WHEREAS**, proposals were solicited from contractors on the Benton County's Small Works Roster for the purchase and installation of said heat pumps, with the following results:

- Total Energy Management, Inc. – Richland, WA – TOTALEM081QC - \$8,775.00 plus WSST
- Apollo Sheet Metal, Inc., Kennewick, WA – APOLLSMI87MK \$15,938.00 plus WSST
- Bruce Htg & A/C, Inc., Kennewick, WA – BRUCEHA976B8 - Did not respond
- Campbell & Company, Inc. – MCAMPC1963RA – Did not respond

**WHEREAS**, the Benton County Facilities Supervisor review the proposals and recommends awarding said services to Total Energy Management, Inc., Richland, WA as the lowest responsive bidder for a proposal amount of \$8,775.00 plus WSST; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby agrees with the recommendation and awards the purchase and installation of two (2) heat pumps located at the Benton County Courthouse to Total Energy Management, Inc., Richland, WA with a total contract amount payable, including acceptable overages, incidentals and other unanticipated costs not to exceed \$10,000 plus WSST; and

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

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

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

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

\_\_\_\_\_  
Member

Attest: .....  
Clerk of the Board

Constituting the Board of County  
Commissioners of Benton County,  
Washington

**PERSONAL SERVICES CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "OWNER"), and **TOTAL ENERGY MANAGEMENT, INC.** a corporation authorized to do business in the State of Washington with its principal offices at 1975 Butler Loop, Richland, WA (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

This Contract consists of these Terms and Conditions and the following documents, which are hereby incorporated by reference:

- a. Exhibit A - Washington State Prevailing Wage Rates

**2. DURATION OF CONTRACT**

The term of this Contract shall begin upon signature of both parties and shall terminate 60 calendar days thereafter, unless earlier terminated pursuant to Section 16 herein. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than 60 days from the date of signature of both parties.

**3. SERVICES PROVIDED**

The CONTRACTOR shall perform the following services:

The CONTRACTOR agrees to provide all necessary equipment, materials and supplies for the installation of a new Climate Master Heat Pump System located at the Benton County Courthouse, which includes a new H2O source 12000 btu for downstairs replacement; new H2O source 18000 btu for upstairs replacement; new programmable digital controller; supply & return duct reconnection; electrical low voltage connection, reconnect high voltage; installation labor, prevailing wage rates shall be paid; all work shall be performed outside of regular business hours (regular business hours being Mon.-Fri. 8 a.m.-5 p.m. local time).

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/21/11</u>	Execute Contract <u>X</u>	Consent Agenda <u>X</u>
Subject: Commercial Tire, Inc.	Pass Resolution _____	Public Hearing _____
Prepared by: <u>cmb</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Isk</u>	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

**BACKGROUND INFORMATION**

Attached for Board review is the Benton County Fairgrounds Service contract with Commercial Tire, Inc., Pasco, Washington.

**SUMMARY**

For 2011 Benton County Fairgrounds had Commercial Tire, Inc., submit their rate sheet for as needed tire and replacement services.

**RECOMMENDATION**

Facilities Maintenance Manager and the Deputy County Administrator reviewed the Commercial Tire, Inc., rate sheet and recommend approval of the tire service contract with Commercial Tire, Inc.

**FISCAL IMPACT**

\$25,000.00

**MOTION**

## RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON IN THE MATTER OF AWARDING A PUBLIC WORKS CONTRACT TO COMMERCIAL TIRE, INC., PASCO, WASHINGTON, FOR "AS NEEDED" TIRE REPAIR AND REPLACEMENT SERVICES FOR ALL BENTON COUNTY FACILITIES, TO INCLUDE THE BENTON COUNTY FAIRGROUNDS AND BENTON COUNTY ANIMAL CONTROL**

**WHEREAS**, per resolution 09-811, any contracts for public works services or materials involving less than twenty-five thousand (\$25,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation and authorization by the Board of Commissioners; and

**WHEREAS**, the Facilities Manager recommends a blanket service agreement with Commercial Tire, Inc., Pasco, WA to be put in place for "as needed" tire repair and replacement services and other miscellaneous services that they are qualified to perform; and

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

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

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Manager's recommendation and hereby awards Commercial Tire, Inc., the blanket public works contract for "as needed" tire repair and replacement services for all Benton County Facilities, to include the Benton County Fairgrounds and Benton County Animal Control in an amount not to exceed \$25,000 including WSST; and

**BE IT FURTHER RESOLVED** the Board hereby authorizes the chairman to sign the public works contract attached hereto; and

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

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

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **Commercial Tire, Inc.** a Washington corporation with its principal offices at **306 S Oregon Ave., Pasco, WA 99302**, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit A - Contractor's Proposal - 2011 Wage Rates
- b. Exhibit B - Washington State Prevailing Wage Rates

**2. DURATION OF CONTRACT**

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

**3. SERVICES PROVIDED**

The CONTRACTOR agrees to provide "as needed" tire repair and replacement for vehicle and heavy equipment services for all Benton County locations, to include the Benton County Fairgrounds and the Benton County Animal Control Facility, in accordance with the CONTRACTOR'S 2011 price list proposal attached hereto as Exhibit A. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>3/21/11</u>	Execute Contract <u>X</u>	Consent Agenda <u>X</u>
Subject: <u>Desert :Green Spray</u>	Pass Resolution _____	Public Hearing _____
<u>Service</u>	Pass Ordinance _____	1st Discussion _____
Prepared by: <u>cmb</u>	Pass Motion _____	2nd Discussion _____
Reviewed by: <u>Isk</u>	Other _____	Other _____

**BACKGROUND INFORMATION**

Attached for Board review is the Fairgrounds Spray Service contract with Desert Green Land & Tree Care LLC, Richland Washington.

**SUMMARY**

For 2011 Ground Spray Maintenance program for the Benton County Fairgrounds, the Facilities Maintenance Manager solicited from the Small Works roster four (4) companies to submit quotes for the spray service.

- Desert Green Land & Tree Care LLC, Richland, Washington – WSSCD UBI No. 601 762 973 (\$15,900.00 excluding WSST)
- Baisch Vegetation Management, Pasco, Washington. – WSSCD UBI No. 602 481 712 – (\$16,200.00 excluding WSST)
- Cut Above Incorporated, Kennewick, Washington – Contractor’s License No. CUTABAI934LK (\$21,120.00 excluding WSST)
- Heritage Professional Landscape Contractors, Kennewick, Washington – Contractor’s License No. HERITPL055JF (\$16,195.00 excluding WSST)

**RECOMMENDATION**

Facilities Maintenance Manager and the Deputy County Administrator reviewed the quotes and recommend approval of the Spray Service contract with Desert Green Land & Tree Care LLC.

**FISCAL IMPACT**

\$17,219.00

**MOTION**

**RESOLUTION**

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

**IN THE MATTER OF AWARDING THE PUBLIC WORKS CONTRACT FOR GROUND MAINTENANCE SPRAYING SERVICES AT THE BENTON COUNTY FAIRGROUNDS**

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

**WHEREAS**, Benton County Facilities solicited the following companies to provide a quote for ground maintenance spraying services at the Benton County Fairgrounds; and

- Desert Green Land & Tree Care LLC, Richland, Washington – WSSCD UBI No. 601 762 973 (\$15,900.00 excluding WSST)
- Baisch Vegetation Management, Pasco, Washington. – WSSCD UBI No. 602 481 712 – (\$16,200.00 excluding WSST)
- Cut Above Incorporated, Kennewick, Washington – Contractor’s License No. CUTABAI934LK (\$21,120.00 excluding WSST)
- Heritage Professional Landscape Contractors, Kennewick, Washington – Contractor’s License No. HERITPL055JF (\$16,195.00 excluding WSST)

**WHEREAS**, the Facilities Maintenance Manager and the Deputy County Administrator reviewed the quotes and recommend Desert Green Land & Tree Care LLC for ground maintenance spraying services at the Benton County Fairgrounds; **NOW THEREFORE**,

**BE IT RESOLVED** by the Board of Benton County Commissioners, Benton County, Washington, the Board concurs with the Facilities Maintenance Manager and the Deputy County Administrator’s recommendation and hereby awards the public works contract to Desert Green Land & Tree Care LLC in the amount of \$15,900.00 excluding WSST with a total contract amount not to exceed \$16,190 excluding WSST for acceptable overages, incidentals and other unanticipated costs; and

**BE IT FURTHER RESOLVED**, the term of the attached contract commences January 1, 2011 and expires December 31, 2011; and

**BE IT FURTHER RESOLVED**, the Board authorizes the Chairman of the Board to sign the public works contract attached hereto.

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

**PUBLIC WORKS CONTRACT  
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Desert Green Lawn & Tree Care, LLC, a Washington corporation with its principal offices at 642 Truman Ave. Richland, WA, (hereinafter "CONTRACTOR").

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

**1. CONTRACT DOCUMENTS**

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

- a. Exhibit A - Desert Green Lawn & Tree Care LLC 2011 Benton County Fairgrounds Maintenance Agreement
- b. Exhibit B - Washington State Prevailing Wage Rates

**2. DURATION OF CONTRACT**

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

**3. SERVICES PROVIDED**

The COUNTY requires and the CONTRACTOR agrees to provide complete grounds maintenance spraying which is consistent with Contractors bid proposal attached hereto as Exhibit A for services at the Benton County Fairgrounds. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not charge any additional processing or

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<b>AGENDA ITEM:</b> Consent	<b>TYPE OF ACTION NEEDED</b> Executive Contract <u>xx</u> Pass Resolution <u>xx</u> Pass Ordinance Pass Motion Other	CONSENT AGENDA <u>xx</u> PUBLIC HEARING 1ST DISCUSSION 2ND DISCUSSION OTHER
<b>MEETING DATE:</b> B/C 03-21-11 F/C 03-30-11		
<b>SUBJECT:</b> Resolution Authorizing Signature on Agreement Amendment with AOC for Becca Programs		
<b>Prepared By:</b> Donna A. Lee		
<b>Reviewed By:</b> Sharon Paradis		

**BACKGROUND INFORMATION**

The Benton/Franklin Counties Juvenile Justice Center has executed the contract from the State of Washington, Administrative Office of the Courts, to provide Becca services, which include Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) within the Contractor's jurisdiction pursuant to Chapter 13.32A, Revised Code of Washington (RCW), for the state biennium, to-wit: July 1, 2009, through June 30, 2011.

**SUMMARY**

The contract amount for July 1, 2009, through June 30, 2011, was \$697,828. Amendment 1 adjusted this maximum reimbursement for costs to \$673,350. Amendment 2 adjusted the maximum reimbursement costs again and went from \$673,350 to \$652,182. This amendment, Amendment 3, will adjust the maximum reimbursement costs again and go from \$652,182 to \$644,023 for the period.

**RECOMMENDATION**

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Interagency Agreement IAA10160 Amendment 3, for BECCA services, as written.

**FISCAL IMPACT**

This is a Fee for Service contract whereby we are reimbursed for services rendered.

**MOTION**

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the interagency agreement with the State of Washington, Administrative Office of the Courts for the BECCA program.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT IAA10160 AMENDMENT 3 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON, ADMINISTRATIVE OFFICE OF THE COURTS, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement IAA10160 Amendment 3 between the State of Washington, Administrative Office of the Courts, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2009 and terminating on June 30, 2011, NOW, THEREFORE

BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board of Franklin County Commissioners be and they hereby are authorized to sign, on behalf of their respective county, the Interagency Agreement.

DATED this 21<sup>st</sup> day of March 2011

DATED this 30<sup>th</sup> day of March 2011

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

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

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

\_\_\_\_\_  
Member

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

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

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

ATTEST:

ATTEST:

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

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

INTERAGENCY AGREEMENT IAA10160  
between  
STATE OF WASHINGTON  
ADMINISTRATIVE OFFICE OF THE COURTS  
and  
BENTON/FRANKLIN COUNTY JUVENILE COURT  
AMENDMENT 3  
Becca

The purpose of this Amendment is to adjust the maximum reimbursement for costs to the CONTRACTOR from \$652,182 to \$644,023.

This agreement is amended as follows:

**COMPENSATION:** The Compensation is adjusted as set forth below:

The amount of compensation for July 1, 2010 – June 30, 2011 will be \$307,348.

Contractor shall be reimbursed a maximum of \$644,023 for costs incurred during the contract period.

All other terms and conditions of the original contract remain unchanged.

**AGREED:**

THE ADMINISTRATIVE OFFICE  
OF THE COURTS

CONTRACTOR

\_\_\_\_\_  
Ramsey Radwan, Director  
Management Services Division

*\* See Attached Signature Page \**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

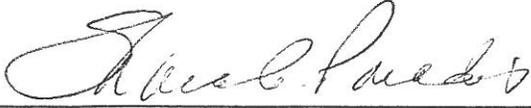
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Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Signature Page:

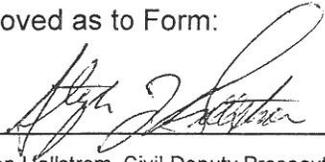
BENTON/FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



3/5/00

Sharon A. Paradis, Juvenile Court Administrator

Date

Benton County Approval	Franklin County Approval
Approved as to Form: 	Approved as to Form:
_____ Stephen Hallstrom, Civil Deputy Prosecuting Attorney Date	<u>Agreed Review Performed by Benton County</u> Ryan Verhulp, Civil Deputy Prosecuting Attorney Date
By: _____ Name: <u>Leo Bowman</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____	By: _____ Name: <u>Robert Koch</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____
Attest: Clerk of the Board: _____	Attest: Clerk of the Board: _____

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: March 21, 2011 Subject: Amendment II to 2010-2012 Juvenile Clerical CBA Prepared by: Steve Hallstrom Reviewed by:	Execute Contract <input checked="" type="checkbox"/> Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda <input checked="" type="checkbox"/> Public Hearing 1st Discussion 2nd Discussion Other

**BACKGROUND INFORMATION**

Before the Board for approval and signature is Amendment II to the 2010-2012 Juvenile Clerical Collective Bargaining Agreement (CBA). Both Benton and Franklin Counties Boards of Commissioners have previously approved and signed the 2010-2012 Collective Bargaining Agreement (CBA). It is the intent of the parties to the CBA to amend Section 18.2.1 of the CBA.

**RECOMMENDATION**

Approve and sign Amendment II to the 2010-2012 Juvenile Clerical CBA.

**MOTION**

Move to approve Amendment II to the 2010-2012 Juvenile Clerical CBA.

JOINT RESOLUTION

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

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

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

IN THE MATTER OF AMENDING THE 2010 - 2012 COLLECTIVE BARGAINING AGREEMENT BETWEEN BENTON-FRANKLIN COUNTIES, JUVENILE JUSTICE DEPARTMENT, AND THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AFSCME, COUNCIL 2, LOCAL 3892 (JUVENILE CLERICAL)

WHEREAS, both Benton and Franklin Counties Board of Commissioners have previously approved and signed the 2010-2012 Collective Bargaining Agreement (CBA); and

WHEREAS, it is the intent of the parties to the CBA to amend Section 18.2.1. NOW THEREFORE,

BE IT RESOLVED, that the Benton County and Franklin County Boards of Commissioners approves the Amendment as negotiated and is authorized to sign the same.

DATED this \_\_\_\_\_ day of March, 2011

DATED this \_\_\_\_\_ day of March, 2011

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of County Commissioners of Benton County, Washington

Constitution the Board of County Commissioners of Franklin County, Washington

ATTEST:

ATTEST:

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

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

Original: Benton & Franklin County Commissioners; Local 3892; Juvenile Justice  
c: Stephen Hallstrom; David Sparks; Personnel; Payroll

**AMENDMENT II**  
**to**  
**2010 – 2012 AGREEMENT**  
**Between**  
**BENTON-FRANKLIN COUNTIES JUVENILE DEPARTMENT**  
**And**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**  
**AFSCME, COUNCIL 2, LOCAL 3892**  
  
**Representing JUVENILE CLERICAL UNIT**

Benton-Franklin Counties Juvenile Department (Employer) and Washington State Council of County and City Employees (Union), hereby agree to amend the Collective Bargaining Agreement (CBA) in effect from January 1, 2010, through December 31, 2012, as follows:

1. Section 18.2.1 is hereby amended to read as follows:

Effective (~~(January 1, 2010,)~~) April 1, 2011, or the date of the last signature below, whichever is later, Employer agrees to pay up to a maximum of Seven Hundred, Eighty-Eight and 75/100 Dollars (\$788.75) (~~(Six Hundred Seventy One Dollars (\$721.00))~~) per month towards medical, dental, vision, and life insurance coverage.

2. The 2010 Salary Schedule referenced in Section 26.2 and annexed to the CBA as Appendix B, will remain in place for 2011.
3. No other language in the CBA is amended or intended to be changed or modified.
4. Except as otherwise stipulated above, this Amendment is effective as of April 1, 2011.

**IN WITNESS WHEREOF**, the parties hereto agree to the terms and conditions of this Amendment and have caused it to be signed by their duly constituted and legal representatives as follows:

**BENTON - FRANKLIN COUNTIES  
JUVENILE DEPARTMENT**

**WSCCCE, COUNCIL 2, LOCAL 3892**

\_\_\_\_\_  
Presiding Superior Court Judge  
Date: \_\_\_\_\_

\_\_\_\_\_  
Alpha O'Laughlin, Area Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
Juvenile Justice Administrator  
Date: \_\_\_\_\_

**BOARD OF BENTON COUNTY  
COMMISSIONERS**

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of  
Benton County Commissioners

Attest:

\_\_\_\_\_  
Clerk to the Board

Approved as to form:

\_\_\_\_\_  
Stephen J. Hallstrom  
Deputy Prosecuting Attorney

**BOARD OF FRANKLIN COUNTY  
COMMISSIONERS**

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

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Constituting the Board of  
Franklin County Commissioners

Attest:

\_\_\_\_\_  
Clerk to the Board

Approved as to form:

\_\_\_\_\_  
Ryan E. Verhulp  
Deputy Prosecuting Attorney

“i”

***SALARY REQUEST STATEMENT  
SHERIFF'S OFFICE***

**RESOLUTION**

j

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

IN THE MATTER OF COUNTY ROADS, RE: PUBLIC WORKS DEPARTMENT  
CONTRACTS ADMINISTERED BY THE COUNTY ENGINEER

WHEREAS, from time to time the Board of Benton County Commissioners enter into contracts for projects recommended by the Benton County Public Works Department for road construction, aggregate material crushing and stockpiling, and purchases of equipment and supplies; and

WHEREAS, the contracts are administered by the County Engineer to completion; and

WHEREAS, at times there are unknown factors that occur during the performance of the contract that may increase or decrease the total cost of the project; and

WHEREAS, a Change Order is required to address the change; and

WHEREAS, the process of obtaining Board approval of the Change Order prior to implementing the change may cause a shutdown of the project while awaiting Board approval; and

WHEREAS, time is of the essence and it being in the best interest of the public that the Board of County Commissioners authorize the County Engineer to approve change orders on those projects administered through the Public Works Department; NOW, THEREFORE,

BE IT RESOLVED, that the Board of Benton County Commissioners do hereby authorize the County Engineer to approve all change orders for those contracts administered by the Engineer through the Public Works Department.

Dated this 21st day of March, 2011

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

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

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

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

SWB:MJB:LJM:slc

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>03/21/11</u>	Execute Contract _____	Consent Agenda <u>XXX</u>
Subject: <u>Bid Award</u>	Pass Resolution <u>XXX</u>	Public Hearing _____
Prepared by: <u>Larry Moser</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: <u>Steve Becken &amp;</u>	Pass Motion _____	2nd Discussion _____
<u>Malcolm Bowie</u>	Other _____	Other _____

**BACKGROUND INFORMATION**

On January 3, 2011, the Board of County Commissioners awarded a contract in the amount of \$299,867.00 to DeAtley Crushing Company, Inc., Lewiston, Idaho to crush and stockpile several types of surfacing materials in two (2) county owned and/or leased quarry sites (Cherry Lane Quarry R-52 and Coats Quarry R-139). The Cherry Lane Quarry had additional material available for crushing purposes. Authorization was given to the contractor to process the additional material at the current contract price per ton. Therefore, the additional cost for the material is \$57,239.99.

**SUMMARY**

Additional material in the amount of \$57,239.99 was crushed at the Cherry Lane Quarry R-52. The processing of this additional material increased the total contract price to \$357,106.

**RECOMMENDATION**

The Benton County Engineer recommends that Board of County Commissions approve the payment of \$357,106.99 to DeAtley Crushing Company, Inc., Lewiston, Idaho.

**FISCAL IMPACT**

There is \$500,000.00 budgeted in the 2011 for this item.

**MOTION**

Motion to approve the consent agenda.

# RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS AUTHORIZING THE PAYMENT TO DeATLEY CRUSHING COMPANY, INC. FOR THE PURCHASE OF CRUSHING AND STOCKPILING AGGREGATE MATERIALS IN TWO (2) COUNTY OWNED AND/OR LEASED QUARRY SITES**

**WHEREAS**, the Benton County Board of Commissioners awarded a contract in the amount of \$299,867.00 to DeAtley Crushing Company, Inc., Lewiston, Idaho to crush and stockpile several types of surfacing materials in two (2) county owned and/or leased quarry sites (Cherry Lane Quarry R-52 and Coats Quarry R-139); and

**WHEREAS**, Cherry Lane Quarry R-52 had additional material available for crushing and authorization was given to the contractor to process the additional material at the current contract price per ton; and

**WHEREAS**, processing the additional material increased the contract amount by \$57,239.99 bringing the total contract amount to \$357,106.99; and

**WHEREAS**, the County Engineer recommends the Board approve the payment of \$357,106.99 to the contractor; **NOW, THEREFORE**

**BE IT RESOLVED**, the Board of Benton County Commissioners, Benton County, Washington hereby approves the payment of \$357,106.99 to DeAtley Crushing Company, Inc., Lewiston.

Dated this 21st day of March, 2011

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

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

\_\_\_\_\_  
Member

Constituting the Board of County  
Commissioners of Benton County,  
Washington

Attest: .....  
Clerk of the Board

**RESOLUTION**

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

IN THE MATTER OF COUNTY ROAD PURCHASES RE: E. R. & R. PURCHASE OF  
REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL

WHEREAS, by resolution dated February 28, 2011, bid call was authorized for E. R. & R.  
Purchase of Refined Petroleum Products – Bulk Diesel Fuel; and

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

WHEREAS, the County Engineer recommends award of the contract to Bleyhl Farm Service,  
Inc., Grandview, Washington; NOW, THEREFORE,

BE IT RESOLVED, that the business of supplying Benton County with Refined Petroleum  
Products – Bulk Diesel Fuel be awarded to Bleyhl Farm Service, Inc.; and

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

Dated this 21st day of March, 2011

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

\_\_\_\_\_  
Chairman Pro-Tem.

\_\_\_\_\_  
Member.

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

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

SWB:MJB:LJM:slc

RF: REFINED PETROLEUM PRODUCTS - BULK DIESEL FUEL

LOCATION: BENTON COUNTY  
 LET BY: BOARD OF COUNTY COMMISSIONERS

DATE: March 14, 2011, 2:00 p.m., Local Time

Estimated Quarterly Usage is: 11,000 Gallons

Firm Name and Address	Fuel Type	Major Supplier	Reference City	Price Per Gallon
BLEYHL FARM SERVICE, INC. 940 East Wine Country Road Grandview, WA 98930-8982	Ultra Low Sulfur No. 2 Dyed Diesel with Lubricity	CENEX Branded	Pasco	\$3.1274
CHS, INC. Energy Division 2525 North Rainier Avenue Pasco, WA 99301	Ultra Low Sulfur No. 2 Dyed Diesel with Lubricity	CENEX Branded	Pasco	\$3.1480
BYRNES OIL P O Box 2216 Walla Walla, WA 99362-0362	Ultra Low Sulfur No. 2 Dyed Diesel with Lubricity	TESORO Unbranded	Pasco	\$3.2020

9:05

**EXHIBIT LIST FOR CHILD CARE ORDINANCE AMENDMENT**

<b>Planning Commission Staff Memo Exhibit List</b>		
		<b>DATED</b>
<b>PCM 1</b>	<b>PCM</b> Staff Memo	January 31, 2011
	PCM 1.1 Child Day Care Draft Ordinance	December 6, 2010
	PCM 1.2 Notice of Open Record Hearing	January 20, 2011
	PCM 1.3 Environmental Checklist	December 9, 2010
	PCM 1.4 Determination of Non Significance	January 14, 2011
	PCM 1.5 Letter from SVID	January 18, 2011
	PCM 1.6 Email from Building Dept.	January 18, 2011
	PCM 1.7 Email from KID	January 18, 2011
	PCM 1.8 Email from Benton County Fire Marshal	January 18, 2011
<b>Planning Commission Hearing Exhibit List</b>		
<b>PCH 1</b>		
Includes:	PCH 1.1 Planning Department Response to Collected Comments	February 8, 2011
<b>Board of County Commissioners Exhibit List</b>		
<b>CCM 1</b>		
Includes:	CCM 1.1 Board of County Commissioners Agenda Sheet	March 16, 2011
	CCM 1.2 Planning Commission Recommended Change Draft Ord.	
	CCM 1.3 Planning Commission Recommendation, Findings and Conclusions	March 4, 2011
	CCM 1.4 Planning Commission Minutes	February 8, 2011
	CCM 1.5 Letter from Bruce Hunt, Dept. of Commerce	March 7, 2011
	CCM 1.6 Email from Vince Panesko	March 15, 2011
<b>Board of County Commissioners Hearing Exhibit List</b>		
<b>CCH 1</b>		
Includes:	CCH 1.1	
	CCH 1.2	
	CCH 1.3	
	CCH 1.4	
	CCH 1.5	

**The Exhibit Numbers are found in the Top Right Hand Corner of each document.**

**PCM = Planning Commission Memo Exhibits  
PCH = Exhibits submitted during Hearing**

**CCM = County Commissioner Memo Exhibits  
CCH = Exhibits submitted during Hearing**

<p><b>AGENDA ITEM</b>  <b>HRG. DATE: March 21, 2011</b>  <b>SUBJECT: Child Day Care Ord,</b>  <b>Hearing 9:05 am.</b>  <b>MEMO DATE: March 16, 2011</b>  <b>Prepared By: Susan M. Walker</b>  <b>Reviewed By: Michael</b>  <b>Shuttleworth</b></p>	<p><b>TYPE OF ACTION</b>  <b>NEEDED</b>  <b>Execute Contract</b>  <b>Pass Resolutions X</b>  <b>Pass Ordinance X</b>  <b>Pass Motion X</b>  <b>Other</b></p>	<p><b>Consent Agenda</b>  <b>Public Hearing X</b>  <b>1st Discussion</b>  <b>2nd Discussion</b>  <b>Other</b></p>
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**BACKGROUND INFORMATION**

The Washington State Growth Management Act (36.70A) requires that counties and cities adopt zoning and other development regulations that are consistent with, and implement their adopted Comprehensive Plans. Benton County is in the process of meeting these mandates and Planning Staff has prepared draft zoning ordinances and maps proposed to bring the County’s zoning code into compliance with the goals and policies of the adopted Benton County Comprehensive Land Use Plan. The adoption of the new zoning districts and official zoning maps will become effective September 1, 2011 and add new chapters to Title 11 of the Benton County Code (BCC), and meet the update requirements of RCW 36.70A.130. The Benton County Planning Commission conducted a public hearing on this draft ordinance on February 8, 2011.

**SUMMARY**

During the 2011 Zoning Update Program, Planning staff is amending the Child Day Care Facility Registration in BCC 11.52.067 and revising the related definitions to streamline the current registration process to be consistent with Washington State licensing requirements. Child Day Care Facilities are allowed following administrative review, or by conditional use permit in all of the rural lands zoning districts.

**STAFF REVIEW AND ANALYSIS:**

The proposed amendments to the existing Child Day Care Facility zoning ordinance, Exhibit CCM 1.2, are shown as cross-outs and underlined text. The changes, additions and deletions recommended by the Planning Commission (PC), are shown on the document in red. The effective date for this ordinance is proposed for September 1, 2011.

**Child Day Care Facilities (Exhibit CCM 1.2)**

The Child Day Care Facility ordinance amendments are proposed for Title 11 of the Benton County Code (BCC 11.53.067), which provides a process for the review of applications for State Child Day Care Facility licensing within the unincorporated area of Benton County. During the State licensing review process, daycare facility applicants must have the requests for licenses reviewed and approved by city or county planning departments to assure that proper zoning, and development requirements such as setbacks, signage, fences, etc., is met. The amendments proposed are meant to streamline the State/County process to avoid duplication and insure a safe environment for children within these facilities.

## **CCM 1.1**

The Childcare facility regulations include two categories referred to as: Type A and Type B Child Daycare Facilities defined by the number of children cared for and the type of facility used. Type A, means a dwelling unit where a childcare provider cares for 12 or fewer children for periods of less than 24 hours a day; and Type 2 means a dwelling unit where a childcare provider cares for thirteen (13) or more children for periods of less than 24 hours a day, or a building or structure other than a dwelling unit where a childcare provider cares for any number of children for periods of less than 24 hours a day. The Child Daycare Facility Type A will follow an Administrative Review process, and a Type B facility will require a Conditional Use Permit in the Rural Lands Zoning Districts. A new section for Conditional Use approval of daycares within dwellings with 13 children or more, and for day care centers not using dwelling units, in an effort to assure consistency with our proposed residential zones.

### **RECOMMENDATION**

It is the recommendation of the Benton County Planning Commission and Planning staff that the Board of County Commissioners approve and adopt the amendments to the Child Day Care Facility zoning ordinance (Exhibit CCM 1.2). Planning staff believes these actions are necessary to bring Benton County Code Title 11 into compliance with the goals and policies of the adopted Benton County Comprehensive Land Use Plan and meet the update requirements of the GMA.

### **MOTION**

After consideration of testimony received at the public hearing on, March 21<sup>st</sup>, 2011, the Board adopt a motion to approve the amendments to the Child Day Care Facility Registration Ordinance (Exhibit CCM 1.2) for September 1, 2011 effective date, and adopt the Planning Commission's findings of fact as their own, and direct staff to prepare a Resolution for signature saying the same.

### **FISCAL IMPACT**

No fiscal impacts have been identified regarding this planning proposal.

10:05

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	3/21/2011	Execute Contract	_____	Consent Agenda
Subject:	Emergency Management Compensation Board	Pass Resolution	_____	Public Hearing
		Pass Ordinance	_____	1st Discussion
		Pass Motion	_____	2nd Discussion
Prepared by:	Melina Wenner	Other	<u>  X  </u>	Other
Reviewed by:	Melina Wenner			

**BACKGROUND INFORMATION**

Benton County Emergency Management is attempting to facilitate reimbursement form the State to an emergency volunteer worker who sustained injuries while participating in a training mission for Benton County Emergency Management.

According the attached RCWs, the County must hold a compensation board for reimbursements over \$2000. An emergency volunteer worker has submitted a claim to Benton County Emergency Management for over that amount. Therefore, a meeting must be conducted by the compensation board for processing of claims.

The compensation board shall be composed of one member from the county legislative authority selected by the authority. Therefore, the Commissioners must select a member from the Board of Benton County Commissioners to sit on the compensation board. The Commissioner selected will serve as chair of the compensation board.

**SUMMARY**

The Board of Benton County Commissioners must select one Commissioner to sit on the compensation board and serve as the chair of the compensation board.

**RECOMMENDATION**

Select a Commissioner to sit on the compensation board.

**FISCAL IMPACT**

N/A

## **WAC 118-04-300**

### **Compensation eligibility and compensation board.**

- (1) Compensation shall be authorized when emergency worker eligibility has been established and all appropriate regulations and statutes are complied with.
- (2) Emergency workers are eligible for compensation when they are participating in a mission, evidence search mission, or training event authorized by the emergency management division and are under the direction and control of an authorized official.
- (3) No eligibility or protection offered under chapter 38.52 RCW will replace other state mandated insurance coverage required for vehicles, vessels, boats, or aircraft except as specified in RCW 38.52.180.
- (4) The emergency management division director may deny any claim under the amount set by statute requiring a compensation board on the basis of inadequate documentation, failure to follow prescribed reporting procedures, or when lack of compliance with these rules is sufficient to raise doubt as to the circumstances, extent of injury, damage, loss, or expense related to the claim. For claims over the amount set by statute, the provisions of RCW 38.52.240 shall apply.
- (5) A compensation board shall be convened for claims over the amount set by statute (RCW 38.52.220).
- (6) Compensation board hearing, procedural records, and claim preparations are the responsibility of the local emergency management agency director in the jurisdiction in which loss or injury occurred (RCW 38.52.210).
- (7) Department of labor and industries workers' compensation forms shall not be used, nor shall medical expenses claims be submitted to the department of labor and industries for a claim made pursuant to chapter 38.52 RCW.

## **RCW 38.52.207**

### **Claims arising from emergency management related activities — Filing — Consideration, adjustment, settlement, etc., by director — Effect.**

The director, with the approval of the attorney general, may consider, ascertain, adjust, determine, compromise and settle property loss or damage claims arising out of conduct or circumstances for which the state of Washington would be liable in law for money damages of two thousand dollars or less. The acceptance by the claimant of any such award, compromise, or settlement shall be final and conclusive on the claimant; and upon the state of Washington, unless procured by fraud, and shall constitute a complete release of any claim against the state of Washington. A request for administrative settlement shall not preclude a claimant from filing court action pending administrative determination, or limit the amount recoverable in such a suit, or constitute an admission against interest of either the claimant or the state.

**RCW 38.52.210****Compensation boards — Established.**

(1) In each local organization for emergency management established by the legislative authority of the county in accordance with the provisions of RCW 38.52.070, there is hereby created and established a compensation board for the processing of claims as provided in this chapter. The compensation board shall be composed of: (a) The county executive if the county has an elected county executive or, if it does not, one member of the county legislative authority selected by the authority. The executive or the member will serve as the chair of the compensation board; (b) the county director of emergency services; (c) the prosecuting attorney; (d) the emergency services coordinator for medical and health services; and (e) the county auditor who will serve as secretary of the compensation board.□□ (2) In each local organization for emergency management established by cities and towns in accordance with RCW 38.52.070, there is hereby created and established a compensation board for the processing of claims as provided in this chapter. The compensation board shall be composed of the mayor; the city director of emergency management; one councilmember or commissioner selected by the council or the commission; the city attorney or corporation counsel; and the local coordinator of medical and health services. The councilmember or commissioner so selected shall serve as the chair of the compensation board and the city director of emergency management shall serve as secretary of the board.

**RCW 38.52.220****Compensation boards — Meetings — Claims not necessitating board meeting.**

Said compensation board shall meet on the call of its chairman on a regular monthly meeting day when there is business to come before it. The chairman shall be required to call a meeting on any monthly meeting day when any claim for compensation under this chapter has been submitted to the board: PROVIDED, That as to claims involving amounts of two thousand dollars or less, the local organization director shall submit recommendations directly to the state without convening a compensation board.

**RCW 38.52.230****Compensation boards — Attendance of witnesses, oaths, rules — Members uncompensated.**

The compensation board, in addition to other powers herein granted, shall have the power to compel the attendance of witnesses to testify before it on all matters connected with the operation of this chapter and its chairman or any member of said board may administer oath to such witnesses; to make all necessary rules and regulations for its guidance in conformity with the provisions of this chapter: PROVIDED, HOWEVER, That no compensation or emoluments shall be paid to any member of said board for any duties performed as a member of said compensation board.

**RCW 38.52.240****Compensation boards — Duties as to compensation applications.**

The compensation board shall hear and decide all applications for compensation under this chapter. The board shall submit its recommendations to the director on such forms as he or she may prescribe. In case the decision of the director is different from the recommendation of the

compensation board, the matter shall be submitted to the state emergency management council for action.

**RCW 38.52.250**

**Compensation boards — Quorum — Transmittal of minutes, claims — Appeal to department.**

A majority of the compensation board shall constitute a quorum, and no business shall be transacted when a majority is not present, and no claim shall be allowed when a majority of the board has not voted favorably thereon.□□ The board shall send a copy of the minutes of all meetings to the department with copies of all material pertaining to each claim submitted and noting the action of the board on each claim. Appeals may be made by the emergency worker from any action by the board within one year by writing to the department.

**RCW 38.52.260**

**When compensation furnished.**

Compensation shall be furnished to an emergency worker either within or without the state for any injury arising out of and occurring in the course of his activities as an emergency worker, and for the death of any such worker if the injury proximately causes death, in those cases where the following conditions occur:□□ (1) Where, at the time of the injury the emergency worker is performing services as an emergency worker, and is acting within the course of his duties as an emergency worker.□□ (2) Where, at the time of the injury the local organization for emergency management with which the emergency worker is registered is an approved local organization for emergency management.□□ (3) Where the injury is proximately caused by his service as an emergency worker, either with or without negligence.□□ (4) Where the injury is not caused by the intoxication of the injured emergency worker.□□ (5) Where the injury is not intentionally self-inflicted.

**10:10 AM**

***REDISTRICTING PLAN***

***COMMISSIONER BOWMAN***

**10:15 AM**

**TRANSPORTATION  
COMMISSION**

**COMMISSIONER BOWMAN**