

March 22, 2010

**THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET**

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
March 15, 2010, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Leo Bowman
Commissioner Max E. Benitz, Jr.
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; Facilities Manager Roy Rogers; Planning Manager Mike Shuttleworth; Ed Thornbrugh, Human Services; DPA Ryan Brown; Eric Hsu, OPD; Ehriza Rivera and Nick Kooiker, Treasurer's Office; Steve Becken, Malcolm Bowie, Larry Moser, and Norm Childress, Public Works.

Workshop Agenda

Rural County Capital Funds

Commissioner Bowman requested David Sparks to research the rural county capital funds issue. He said there might be an issue with the funds going away if the County reached a certain population and there were also issues regarding the bonds and obligations on these funds.

The Board concurred to have Mr. Sparks research the issue and contract with bond counsel Jeff Nave, if needed.

NACO Conference

Commissioner Bowman briefed the Board on his attendance at the NACO conference and presented information for the Board to review. Additionally, he discussed transportation funding issues. Chairman Beaver asked Commissioner Bowman for a list of people that Commissioner Bowman met with regarding transportation so the Board could send out letters.

Benton Irrigation District Vacancy

Mr. Sparks stated that only four people had applied for the vacancy and the policy stated that Mr. Sparks should narrow down the choices to three for the Board to interview. He requested the Board interview all four applicants and the Board agreed.

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

Approval of Minutes

The Minutes of March 8, 2010 were approved.

Consent Agenda

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

Central Services

- a. Authorization to Purchase Computer and Printer Consumables
- b. Authorization for Professional Services w/Tyler Technologies-Eden Division

Commissioners

- c. Thank You Letters re Badger Mountain Trail Work

Fairgrounds

- d. Lease Agreement w/Ye Olde Car Club of the Tri-Cities
- e. Notice of Completion for Roofing Projects
- f. Lease Agreement w/Gold Wing Road Riders Association, Inc.

Juvenile

- g. Contract w/ ARAMARK Correctional Services for Detention Food Services

Public Works

- h. Authorization to Purchase Brake Lathe w/Bench and Accessory Package
- i. E.R.&R Purchase of Refined Petroleum Products – Bulk Diesel Fuel

Treasurer

- j. Surplus of Personal Property

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

OPD – 2009 Annual Report and 2010 Strategic Plan

2009 Annual Report

Eric Hsu reviewed the 2009 Annual Report for the Office of Public Defense and discussed the following:

- Key Achievements
 - Indigent Defense Ordinance
 - Interlocal Agreement
 - Staff Attorney Program
 - In-Custody Representation Program
 - Improved system for requests for non-routine services
 - Contract system for defense investigators
 - All verbal contracts reduced to writing
- Financial Report
 - District Court caseload summary

2010 Strategic Plan

Mr. Hsu also reviewed his strategic plan for 2010 and briefly discussed the following highlights:

- Indigency Screening
- Caseload Management
- Total Quality Management
- In-House Training Program
- Achieve and Maintain 100% Contract Compliance

Commissioner Benitz asked about the grant that funded the OPD office and Mr. Hsu said to the best of his knowledge, the grant was not slated for any cuts.

Commissioner Bowman asked if there was a way to document the transition to the OPD program and the actual savings. Mr. Hsu said he would have that information by the next quarterly report because he would have a full year of figures so he could quantify the savings. Additionally, Mr. Hsu said he would be recommending a new program for indigency screening at that time.

The Board briefly recessed, reconvening at 9:43 a.m.

Executive Session – Evaluating Applicant Qualifications for Public Employment

The Board went into executive session at 9:43 a.m. with David Sparks for approximately 10 minutes to discuss the qualifications of an applicant for public employment. Also present were Ryan Brown, Loretta Smith Kelty, Melina Wenner, and Cami McKenzie.

The Board came out at 9:55 a.m. Mr. Brown said the Board needed to go back into executive session for an additional five minutes. The Board came out at 9:57 a.m. and Mr. Brown stated the Board took no action.

Job Classification Request

David Sparks presented two possible job descriptions for the animal control department. He said originally they wanted to hire two animal control officers, however, they were now interested in hiring someone to administer as well as enforce the animal control ordinance.

MOTION: Commissioner Bowman moved to approve the resolution establishing a salary grade for an Animal Control Manager at a temporary Grade 19 on the non-bargaining salary schedule. Commissioner Benitz seconded.

Discussion

Commissioner Benitz said this was a new endeavor and a new department and he believed having a manager was the right thing to do. Upon vote, the motion carried unanimously.

The Board briefly recessed, reconvening at 10:05 a.m.

Retirement Benefits Deferment

Melina Wenner presented a resolution allowing certain employees to elect to receive a percent of additional salary at a rate equivalent to the PERS rate to be deferred to the county's designated deferred compensation plan.

MOTION: Commissioner Benitz moved to approve resolution as presented. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

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

Kennewick Shop - Repairs

Steve Becken presented a proposal to make repairs to the Kennewick Shop in the approximate amount of \$65,000 to bring the building up to certain standards.

The Board agreed to authorize up to \$65,000, paid from the ER&R fund to make the necessary repairs.

The Board briefly recessed, reconvening at 10:30 a.m.

Executive Session – Union Negotiations

The Board went into executive session at 10:30 a.m. for approximately five minutes with David Sparks to discuss union negotiations. Also present were DPA Ryan Brown, Melina Wenner, Loretta Smith Kelty, and Cami McKenzie.

The Board came out of executive session at 10:35 a.m. Mr. Brown announced the Board discussed union negotiations and that no action was taken.

The Board briefly recessed, reconvening at 10:40 a.m.

Vouchers

Check Date: 03/05/2010
Warrant #: 230004-230134
Direct Deposit #52012-52588
Total all funds: \$2,001,233.70

Check Date: 03/05/2010
Taxes #: 10110031-10110034
Warrant #: 5221-5256
Total all funds: \$1,819,141.01

Check Date: 03/12/2010
Warrant #: 5393-5645
Total all funds: \$303,153.88

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

Resolutions

- 10-149 Authorization to Purchase Computer and Printer Consumables
- 10-150 Authorization for Professional Services w/Tyler Technologies-Eden Division
- 10-151 Lease Agreement w/Ye Olde Car Club of the Tri-Cities
- 10-152 Notice of Completion for Roofing Projects
- 10-153 Lease Agreement w/Gold Wing Road Riders Association, Inc.
- 10-154 Contract w/ ARAMARK Correctional Services for Detention Food Services
- 10-155 Authorization to Purchase Brake Lathe w/Bench and Accessory Package
- 10-156 E.R.&R Purchase of Refined Petroleum Products – Bulk Diesel Fuel
- 10-157 Surplus of Personal Property
- 10-158 Establishing a Salary Grade for an Animal Control Manager
- 10-159 Retirement Benefits for Certain Eligible Employees

There being no further business before the Board, the meeting adjourned at approximately 10:40 a.m.

Clerk of the Board

Chairman

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 22 Mar 2010 Subject: Kadlec letter Memo Date: 11 Mar 2010 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution Pass Ordinance Pass Motion X Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

Q

SUMMARY & BACKGROUND

Per the request to Commissioners by Larry Christensen, Vice President of Resource Development for Kadlec Health System, I have drafted the attached letter to our Congressional contingent based mostly on the template letter that Mr. Christensen provided. All three letters are identical in their substance. Additional background information from Mr. Christensen follows:

"Kadlec Regional Medical Center has been working for three years to obtain federal funding to assist in a project for a new neonatal intensive care unit. To date we have been granted \$1.359 M towards this project. We are seeking an additional \$2 M in FY 2011 from Congressional Appropriations. Total cost of the NICU project is estimated at \$11.2 M. The remaining balance will be raised in our community through philanthropy. Hospital revenues will also be used as a funding source if necessary. The project is scheduled to begin in 2012 with completion in 2013."

#

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

22 March 2010

The Honorable Patty Murray
173 Russell Senate Office Building
Washington DC 20510

Re: Volpentest Neo-natal Intensive Care Unit

Dear Senator Murray,

We write you today to request your support for a Fiscal Year 2011 Appropriations request submitted by Kadlec Health System of Richland for the "Volpentest Neo-natal Intensive Care Unit Center (NICU) at Kadlec Regional Medical Center (KRMC). The NICU Center, to be named after the late Sam Volpentest, will bring the highest quality of neo-natal intensive care services to southeastern Washington, contribute to our economy and quality of life, and ensure that the area will capably accommodate the growing demand for critical infant care in the future.

A new NICU is vital to the future of the Mid-Columbia region. As our population continues to grow, we must facilitate expanded local access to life-saving services or risk sacrificing the health of our community. The Volpentest NICU Center will fulfill a critical component of this obligation, providing families access to top quality neo-natal intensive care in the Tri-Cities.

The Volpentest NICU Center will expand the existing 13 bed NICU unit at KRMC to 27 beds and encompass over 6,000 square feet to provide state-of-the-art facilities. *KRMC is the only hospital in the region providing Level II or Level III care for the smallest and sickest babies.* The existing facility is currently operating at capacity, and with population growth in the region expected to reach 35% over the next decade, it is critical that we act now to ensure our region's ability to provide life-saving care and facilities for these babies.

Kadlec is a leading economic driver in the Tri-Cities area. In 2009, KRMC created 322 new jobs and currently employs over 2,000 people. The NICU project will contribute over 120 additional good-paying jobs that will improve the quality of life in the community in ways beyond the direct mission of the NICU itself.

Thank you for consideration of this request.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chair

Leo Bowman

Max E. Benitz, Jr.

cc: Kadlec Regional Medical Center

ajf

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

22 March 2010

The Honorable Maria Cantwell
511 Dirksen Senate Office Building
Washington DC 20510

Re: Volpentest Neo-natal Intensive Care Unit

Dear Senator Cantwell,

We write you today to request your support for a Fiscal Year 2011 Appropriations request submitted by Kadlec Health System of Richland for the "Volpentest Neo-natal Intensive Care Unit Center (NICU) at Kadlec Regional Medical Center (KRMC). The NICU Center, to be named after the late Sam Volpentest, will bring the highest quality of neo-natal intensive care services to southeastern Washington, contribute to our economy and quality of life, and ensure that the area will capably accommodate the growing demand for critical infant care in the future.

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Thank you for consideration of this request.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chair

Leo Bowman

Max E. Benitz, Jr.

cc: Kadlec Regional Medical Center

ajf

Leo Bowman
District 1
Max Benitz, Jr.
District 2
James Beaver
District 3

**Board of County Commissioners
BENTON COUNTY**

David Sparks
County Administrator

Loretta Smith Kelty
Deputy County Administrator

22 March 2010

The Honorable Doc Hastings
2715 Saint Andrews Loop – Suite D
Pasco, Washington 99301

Re: Volpentest Neo-natal Intensive Care Unit

Dear Representative Hastings,

We write you today to request your support for a Fiscal Year 2011 Appropriations request submitted by Kadlec Health System of Richland for the "Volpentest Neo-natal Intensive Care Unit Center (NICU) at Kadlec Regional Medical Center (KRMC). The NICU Center, to be named after the late Sam Volpentest, will bring the highest quality of neo-natal intensive care services to southeastern Washington, contribute to our economy and quality of life, and ensure that the area will capably accommodate the growing demand for critical infant care in the future.

A new NICU is vital to the future of the Mid-Columbia region. As our population continues to grow, we must facilitate expanded local access to life-saving services or risk sacrificing the health of our community. The Volpentest NICU Center will fulfill a critical component of this obligation, providing families access to top quality neo-natal intensive care in the Tri-Cities.

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Thank you for consideration of this request.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

Jim Beaver, Chair

Leo Bowman

Max E. Benitz, Jr.

cc: Kadlec Regional Medical Center

ajf

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF A BLANKET SERVICE AGREEMENT FOR "AS NEEDED" ELECTRICAL SERVICES WITH DOYLE ELECTRIC, INC. AT ALL BENTON COUNTY LOCATIONS

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

WHEREAS, the Facilities Manager recommends a blanket service agreement with Doyle Electric, Inc., Pasco, WA – Contractors License No. DOYLEEI277CL to be put in place for "as needed" electrical services, along with other miscellaneous services they are qualified to perform for all locations of Benton County, to include the Benton County Fairgrounds, for small projects costing less than \$25,000; and

WHEREAS, this blanket contract would allow the Facilities Manager, Fairgrounds and Parks Department personnel 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 Doyle Electric, Inc. price rates attached hereto for an accumulative contract amount not to exceed \$15,000 including WSST; **NOW THEREFORE**

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

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

BE IT FURTHER RESOLVED the term of the attached contract expires on December 31, 2010.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **DOYLE ELECTRIC, INC.**, a corporation authorized to do business in the State of Washington with its principal offices at 3416 N. Swallow Ave., Pasco, WA 99301 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents

- a. Exhibit A - Contractor's Hourly Rates for 2010
- b. Exhibit B - Washington State Prevailing Wage Rates for Public Works Contracts Effective 9/2/09

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2010 and shall expire on December 31, 2010. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. The CONTRACTOR agrees to provide "as needed" general maintenance repair services under the following categories for all Benton County locations; including the Benton County Fairgrounds:

Plumbing and pipefitting
Electrical
Welding

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

RESOLUTION

C

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED the term of the attached contract begins January 1, 2010 and terminates December 31, 2010.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and APOLLO SHEET METAL, INC., a Washington corporation with its principal offices at 1201 West Columbia Drive, Kennewick, WA 99336, (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

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

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2010 and shall expire on December 31, 2010. Price adjustments of this contract will only be effective with an executed amendment to this contract. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR agrees to provide "as needed" plumbing and pipefitting, sheet metal, and HVAC repair services (herein after "general maintenance") for all Benton County locations in accordance with the CONTRACTORS 2010 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

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 3/22/10 Subject: Rada Rabbits & Cavies 4-H Club Prepared by: cmb Reviewed by: <u>lsk</u>	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda Public Hearing 1st Discussion 2nd Discussion Workshop X

d

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with the Rada Rabbits & Cavies 4-H Club. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Rada Rabbits & Cavies 4-H Club to hold their annual Rabbit Show and 4-H Fundraiser in Building 3 at the Fairgrounds on April 24, 2010.

Compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased.

The Deputy County Administrator and Fairgrounds Office Manager recommends approval of the Lease Agreement with the Rada Rabbits & Cavies 4-H Club.

RECOMMENDATION

Move the Lease Agreement with the Rada Rabbits & Cavies 4-H Club be approved.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE RADA RABBITS & CAVIES 4-H
CLUB**

WHEREAS, the Rada Rabbits & Cavies 4-H Club will provide the Benton County Fairgrounds \$807.00 to hold a Rabbit Show and Fundraiser in Building 3 at the Fairgrounds on April 24, 2010; and

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

WHEREAS, the Benton County Deputy Administrator and Fairgrounds Office Manager recommends the Rada Rabbits & Cavies 4-H Club Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Rada Rabbits & Cavies 4-H Club shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Rada Rabbits & Cavies 4-H Club.

Dated this _____ day of _____ 2010.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

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

LEASE AGREEMENT

TODAY'S DATE: **October 15, 2010**

LEASE AGREEMENT NUMBER: **005.10**

EVENT DATE(S): **April 24, 2010**

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **Building 3**

LESSEE: **Washington State University, ("WSU")**

MAILING ADDRESS: **1308 Roberdeau St., Richland, WA 99354**

CONTACT: **Aggie Mowry, 4-H Leader**

CELLULAR PHONE: **430-4204**

TIME OF THE EVENT: **7:00 am – 4:00 pm**

TYPE OF EVENT: **Rada Rabbits & Cavies 4-H Club**

ESTIMATED ATTENDANCE: **200**

SELLING TICKETS: YES NO **X**

e

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 3/22/10 Subject: 12-Bar Productions, LLC	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop
Prepared by: cmb Reviewed by: <u>Isk</u>		

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with the 12-Bar Productions, LLC. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the 12-Bar Productions, LLC to hold the annual Untapped Blues Festival at the Fairgrounds on May 8, 2010.

Compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased.

The Deputy County Administrator and Fairgrounds Office Manager recommends approval of the Lease Agreement with the 12-Bar Productions, LLC.

RECOMMENDATION

Move the Lease Agreement with the 12-Bar Productions, LLC be approved.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE 12-BAR PRODUCTIONS, LLC**

WHEREAS, the 12-Bar Productions, LLC will provide the Benton County Fairgrounds \$3,393.00 to hold the annual Untapped Blues Festival at the Fairgrounds on May 8, 2010; and

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

WHEREAS, the Benton County Deputy Administrator and Fairgrounds Office Manager recommends the 12-Bar Productions, LLC Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the 12-Bar Productions, LLC shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the 12-Bar Productions, LLC.

Dated this _____ day of _____ 2010.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

1500 South Oak Street, Bldg #20

Kennewick, WA 99337

(509) 586-9211

LEASE AGREEMENT

TODAY'S DATE: **October 22, 2009**

LEASE AGREEMENT NUMBER: **008.10**

EVENT DATE(S): **May 8, 2010**

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **Grounds – Including Building 1, 2, 3, Commercial Pavilion,
and Oak Street Area West RV**

LESSEE: **12-Bar Productions, LLC, a Washington Limited Liability Corporation**

MAILING ADDRESS: **2455 George Washington Way, R-200, Richland, WA 99354**

CONTACT: **Dave Nichols, Owner**

HOME PHONE: **737-7661**

TIME OF THE EVENT: **12:00 pm until 11:00 pm**

TYPE OF EVENT: **Blues Festival**

ESTIMATED ATTENDANCE: **2,000**

SELLING TICKETS: **YES X** **NO**

IF YES, TICKET OUTLET(S): **At the Door**

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: March 22, 2010 Subject: Atomic City Rollergirls	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Workshop
Prepared by: cmb Reviewed by: lisk		

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with the Atomic City Roller Girls. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Atomic City Roller Girls to hold their weekly practices at the Fairgrounds on Tuesdays April through July, 2010.

Compensation potentially represents a greater than 50% discount of the normal rental rate for the facilities being leased.

The Deputy County Administrator and Fair Grounds Office Manager recommend approval of the Lease Agreement with the Atomic City Roller Girls

RECOMMENDATION

Move the Lease Agreement with the Atomic City Roller Girls be approved.

RESOLUTION

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE
BENTON COUNTY FAIRGROUNDS AND THE ATOMIC CITY ROLLERGIRLS.**

WHEREAS, the Atomic City Rollergirls will provide the Benton County Fairgrounds \$1525.00 for use of the Fairgrounds on between April – July, 2010; and

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

WHEREAS, the Benton County Deputy Administrator and Fairgrounds Office Manager recommends the Atomic City Rollergirls Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Atomic City Rollergirls shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Atomic City Rollergirls.

Dated this _____ day of _____ 2010.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

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

LEASE AGREEMENT

TODAY'S DATE: **March 8, 2010**

LEASE AGREEMENT NUMBER: **040.00**

EVENT DATE(S): **April-6,13,20,27- May 4,11,18,25, June-1,8,15,22,29 July-6,13,20,27**

NUMBER OF DAYS: **17**

BUILDING(S) / AREA: **Building 1**

LESSEE: **Atomic City Rollergirls**

MAILING ADDRESS: **1761 George Washington Way, Richland, WA 99352**

CONTACT: **Julissa Valdez, President**

CELLULAR PHONE: **509-460-2826**

TIME OF THE EVENT: **6-10 pm each Tuesday**

TYPE OF EVENT: **Flat track roller skating practices**

ESTIMATED ATTENDANCE: **15**

SELLING TICKETS: YES NO

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING MID-COLUMBIA CONSTRUCTION, INC. DOING BUSINESS AS JESSE'S LAWN MAINTENANCE THE CONTRACT FOR THE IRRIGATION AND DOMESTIC WATER INSTALLATION AT THE BENTON COUNTY FAIRGROUNDS, FAIRGROUNDS IMPROVEMENTS FUND NUMBER 0123-101

WHEREAS, per resolution 09-813 Benton County need not comply with formal sealed bidding procedures for public works contracts...where the estimated cost is less than two hundred thousand dollars (\$200,000.00); and

WHEREAS, for such projects, the small works roster procedures may be used; and

WHEREAS, Benton County Facilities consulted the small works roster and solicited nine companies qualified to perform irrigation installation to provide a quote to (1) install a new irrigation system down Fairway Dr. and kid zone area consisting of a new 8" main line and (2) install new pipe, risers and hose bibs for the domestic water supply located at the Benton County Fairgrounds, Kennewick, WA; and

WHEREAS, only three companies responded and provided the following quotes; and

- Mid-Columbia Construction, Inc., Kennewick, WA (\$50,104.55 excluding WSST)
- Phoenix Lawn & Landscape Inc., Kennewick, WA (\$62,300.00 excluding WSST)
- Heritage Professional Landscaping, Inc., Kennewick, WA (\$66,993.26 excluding WSST)

WHEREAS, Mid-Columbia Construction, Inc. is the lowest bidder; and

WHEREAS, the Benton County Facilities Manager has reviewed the quote for completeness and recommends contracting with Mid-Columbia Construction, Inc., Kennewick, WA / Contractors License No. JESSELM044QK to perform said service for a contract amount of \$50,104.55, excluding WSST; **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 the contract to Mid-Columbia Construction, Inc. for a contract amount of \$50,104.55 excluding WSST with the total amount payable not to exceed \$53,000.00 excluding WSST; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman to sign the attached Public Works Contract.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Commissioner's Office
cc: Auditor, R. Ozuna, Fairgrounds, Facilities, Mid Columbia

CONTRACT FOR SERVICES
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Mid-Columbia Construction, Inc. doing business as Jesse's Lawn Maintenance, a corporation authorized to do business in the State of Washington with its principal office at 6418 W. Deschutes Ave., Kennewick, WA 99336 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of this Contract and the following exhibits, which is incorporated herein by this reference:

Exhibit "A" - Scope of Work

Exhibit "B" - Washington State Prevailing Wage Rates for Public Works Contracts as of 3/3/10

Exhibit "C" - Request for Proposal

2. DURATION OF CONTRACT

The term of this Contract shall begin upon execution by both parties and CONTRACTOR shall substantially complete the scope of work outlined within Section 3 of this Contract within 60 days of starting on site. This contract will terminate upon the earlier of either (a) approval of the "Notice of Completion" via resolution executed by the Board of Commissioners, or (b) six months after execution.

3. SERVICES PROVIDED

The COUNTY requires and the CONTRACTOR agrees to provide all necessary equipment, materials, and supplies for the complete installation of a main irrigation water line to reconnect with the existing irrigation system and also the installation of the fairgrounds irrigation for domestic water all located at the Benton County Fairgrounds and all in accordance with the Scope of Work (Exhibit A attached hereto) and the Request for Proposal (Exhibit C attached hereto). In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR

h

AGENDA ITEM: Consent		TYPE OF ACTION NEEDED 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
MEETING DATE: B/C 03-22-10 F/C 03-31-10			
SUBJECT: Grant Agreement between John D. and Catherine T. MacArthur Foundation and the Benton-Franklin Counties Juvenile Justice Center			
Prepared By: Donna A. Lee	Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

In 2005, the John D. & Catherine T. MacArthur Foundation selected Benton - Franklin Counties Juvenile Justice Center to participate in its juvenile justice systems reform initiative, "Models for Change". The first two years of the "Models for Change" Grant was a planning phase regarding three areas targeted for improvement: (1) Mental Health, (2) Alternatives to Formal Process and Secure Confinement, and (3) Disproportionate Minority Contact. The next two years of grant funding are the implementation phase for the "Models for Change" project.

SUMMARY

This two-year grant provides funds for implementation of targeted areas of improvement in juvenile justice related to Mental Health, Alternatives to Formal Process and Secure Confinement (Truancy), and Disproportionate Minority Contact.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Agreement between the MacArthur Foundation and Benton-Franklin Juvenile Justice Center for the period of January 1, 2010 through December 31, 2011.

FISCAL IMPACT

The grant amount total is \$550,000 and shall be paid by the MacArthur Foundation to the Counties in two installments: \$275,000 for the first year of the grant and \$275,000 for the second year of the grant.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board of Franklin County Commissioners be hereby authorized to sign the Agreement 10-95753-000-HCD with the MacArthur Foundation for the term of January 1, 2010 through December 31, 2011.

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 AGREEMENT NUMBER 10-95753-000-HCD BETWEEN THE JUVENILE JUSTICE CENTER AND THE JOHN D. AND CATHERINE T. MAC ARTHUR FOUNDATION, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Agreement between the John D. and Catherine T. MacArthur Foundation, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing January 1, 2010 and terminating on December 31, 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 Agreement Number 10-95753-000-HDC.

DATED this 22nd day of March 2010
BENTON COUNTY BOARD OF COMMISSIONERS

DATED this 31st day of March 2010
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

Attest:

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Clerk of the Board

AGREEMENT

THE GRANTEE, FUND RECIPIENT, AND GRANTOR (AS SET FORTH BELOW) HEREBY AGREE AS FOLLOWS:

DATE: March 15, 2010

GRANT NO.: 10-95753-000-HCD

GRANTEE: Benton County, Washington
5606 W. Canal Place, Suite 106
Kennewick, WA 99336

Franklin County, Washington
1016 N. 4th Avenue
Pasco, WA 99301-3706

(collectively, the "**Counties**")

FUND RECIPIENT: Benton County, Washington
5606 W. Canal Place, Suite 106
Kennewick, WA 99336
(the "**Fund Recipient**")

GRANTOR: John D. and Catherine T. MacArthur Foundation
140 South Dearborn Street, Suite 1200
Chicago, Illinois 60603-5285
(the "**Foundation**")

GRANT AMOUNT: U.S. \$550,000

PURPOSE OF GRANT: In support of the project on coordinated juvenile systems reform, as part of the Counties' participation as a demonstration site in the Washington Models for Change initiative (the "**Purpose**")

FOR USE OVER THE PERIOD: January 1, 2010 - December 31, 2011

EXPECTED PAYMENT SCHEDULE, as may be amended by the Foundation from time to time (the "**Payment Schedule**"):

Initial Installment: U.S. \$275,000, paid in a single lump sum
Year 2: U.S. \$275,000, paid in a single lump sum

WRITTEN REPORTS DUE, as may be amended from time to time upon written authorization from the Foundation (the "**Due Dates**"):

December 31, 2010: Annual Report, covering the period through November 30, 2010
January 31, 2012: Final Report, covering the entire life of the grant

OTHER TERMS AND CONDITIONS:

1. **PAYMENT TERMS:** (A) Payment of the grant funds is expected to be made as indicated in the Payment Schedule above and, at the direction of the Counties, shall be made to the Fund Recipient, *provided* the Counties and the Fund Recipient are in compliance with all terms and conditions of this agreement at the time of each scheduled payment.

(B) The first installment of grant funds will be made within ninety (90) days after receipt by the Foundation of a fully-executed copy of this agreement and all necessary tax documents.
2. **BANK ACCOUNTS:** Grant funds shall be deposited in an interest-bearing account whenever feasible. Any grant funds, and income earned thereon, not expended or committed for the purposes of the grant, will be returned to the Foundation.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, #BCDC0910TJO001 WITH ATTORNEY TRINITY OROSCO TO PROVIDE INDIGENT DEFENSE SERVICES IN BENTON COUNTY DISTRICT COURT.

WHEREAS, attorney Trinity Orosco (“Attorney”) presently is party to a professional services agreement whereby she is to provide indigent defense services in Benton County District Court under the direct supervision of attorney Dan Kathren (“Supervisor”);

WHEREAS, because of the supervision requirements of the contract, Attorney is paid \$1,000 less, on a monthly basis, than other District Court indigent defense attorneys;

WHEREAS, by the terms of Attorney’s agreement as well as the separate supervision agreement executed with Supervisor, the supervision period is to run until March 31, 2010;

WHEREAS, notwithstanding the terms of the agreement, upon the recommendation of both Supervisor and the presiding District Court Judge in Prosser, the indigent defense coordinator has seen fit to terminate the supervision requirements effective February 28, 2010;

WHEREAS, Attorney also wishes that her professional services agreement direct compensation payments be made directly to her instead of to the Law Office of Dan Kathren as is presently the case;

NOW THEREFORE, BE IT RESOLVED THAT the amendment (designated BCDC0910TJO001A3) to professional services agreement designated BCDC0910TJO001, terminating the supervision requirement effective February 28, 2010, increasing Attorney’s compensation to match that of other Benton County District Court indigent defense attorneys, and directing compensation to be paid directly to Attorney, be executed as presented and that the Chairman of the Board be authorized to execute said amendment on behalf of the entire Board.

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

**Amendment to Professional Services Agreement
BCDC0910TJO001**

Between

**Benton County and attorney Trinity J Orosco
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS the presently existing agreement, designated BCDC0910TJO001 (“Agreement”), between Benton County (“County”) and attorney Trinity J Orosco (“Attorney”) requires that Attorney be under the active supervision of attorney Dan Kathren (“Supervisor”) until March 31, 2010, provides that Attorney’s compensation be payable to the Law Office of Dan Kathren and further provides that compensation be limited \$4,071.67 per month, \$1,000 less than other District Court indigent defense attorneys, until the end of the supervision period;

WHEREAS, after consultation with Supervisor and the judiciary it has been determined that Attorney has made sufficient progress under the tutelage of Supervisor to justify terminating the supervision period effective, retroactively, to February 28, 2010;

WEREAS it is therefore appropriate to readjust Attorney’s monthly compensation and payment terms in light of the termination of her supervision period;

THEREFORE Agreement BCDC0910TJO001 shall be amended as follows:

1. The following language in the introductory paragraph of the agreement shall be stricken: “dba Law Office of Daniel Kathren”
2. The following language in 12(b) Compensation shall be stricken: “\$4,071.67” and shall be replaced with: “\$5,071.67.”
3. The following language in 33(d) Supervising Attorney Requirement shall be stricken: “March” and shall be replaced with “February.”
4. The following language in 33(f) Supervising Attorney Requirement shall be stricken: “March” and shall be replaced with “February.”

This amendment shall be designated with the following identifier: BCDC0910TJO001A3

All remaining provisions in the underlying agreement, including those previously amended but unrelated to the provisions referenced in this amendment, shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

BENTON COUNTY

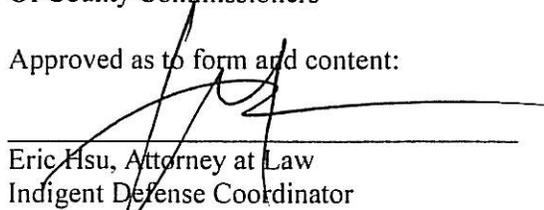
Date _____

Date 3/16/10 _____

Chairman of the Board
Of County Commissioners


Trinity J Orosco, Attorney at Law

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

RESOLUTION

j

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, #BCDC0910DFK001S WITH ATTORNEY DAN KATHREN TO PROVIDE SUPERVISORY SERVICES TO INDIGENT DEFENSE ATTORNEY TRINITY OROSCO IN BENTON COUNTY DISTRICT COURT.

WHEREAS, attorney Dan Kathren ("Attorney") is presently party to an agreement ("Agreement") with Benton County to provide supervisory services to indigent defense attorney Trinity Orosco ("Orosco") in Benton County District Court with an agreement term that expires on April 30, 2010;

WHEREAS, notwithstanding the terms of the Agreement, upon the recommendation of both Supervisor and the presiding District Court Judge in Prosser, the indigent defense coordinator has seen fit to terminate Orosco's supervision requirements effective February 28, 2010;

WHEREAS, in light of the above, it is appropriate to terminate Agreement effective February 28, 2010;

NOW THEREFORE, BE IT RESOLVED THAT the amendment (designated BCDC0910DFK001SA) to professional services agreement designated BCDC0910DFK001S, terminating BCDC0910DFK001S effective February 28, 2010 be executed as presented, and that the Chairman of the Board be authorized to execute said amendment on behalf of the entire Board.

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

**Amendment to Professional Services Agreement
BCDC0910DFK001S
Between
Benton County and attorney Dan Kathren
To Provide Legal Representation to Indigent Persons
In Benton County District Court**

WHEREAS the presently existing agreement, designated BCDC0910DFK001S ("Agreement"), between Benton County ("County") and attorney Dan Kathren ("Attorney") requires that Attorney actively provide supervision of attorney Trinity Orosco ("Orosco") until March 31, 2010;

WHEREAS, after due consideration and consultation, Attorney and the Indigent Defense Coordinator have jointly agreed that it is appropriate to terminate the active supervision effective February 28, 2010;

WEREAS active supervision was in fact terminated on February 28, 2010 and it is appropriate to reflect that with a retroactive amendment to the Agreement;

THEREFORE Agreement BCDC0910DFK001S shall be amended as follows:

1. The following language in 1. Agreement Term shall be stricken: "30th day of April" and shall be replaced with "28th day of February"

This amendment shall be designated with the following identifier: BCDC0910DFK001SA

All remaining provisions in the underlying agreement, including those previously amended but unrelated to the provisions referenced in this amendment, shall remain the same. Any conflict between the provisions of this Amendment and the provisions of the underlying agreement shall be resolved in favor of the language contained in this Amendment.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Amendment on the latest date set forth below:

BENTON COUNTY

Date _____

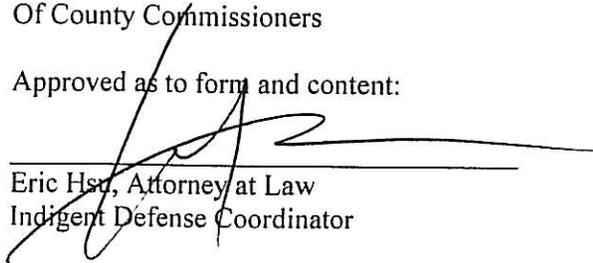
Date 3/16/10

Chairman of the Board
Of County Commissioners



Daniel Kathren, Attorney at Law

Approved as to form and content:



Eric Hsu, Attorney at Law
Indigent Defense Coordinator

BFDC0910DFK001SA

RESOLUTION

K

BENTON COUNTY RESOLUTION NO. _____.

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

IN THE MATTER OF TERMINATION OF DRUG COURT CONTRACT WITH ATTORNEY NORMA RODRIGUEZ, EXECUTED BY AND THROUGH BENTON COUNTY RESOLUTION #08-478 FOR INDIGENT DEFENSE SERVICES IN BENTON-FRANKLIN COUNTIES SUPERIOR COURT REPRESENTING PERSONS PARTICIPATING IN THE BENTON-FRANKLIN COUNTIES ADULT DRUG COURT.

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

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

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

WHEREAS, in light of the above, a new contract, designated BFSC1010NR002D has been executed and therefore the pre-existing contract, without a designator but with a term starting January 1, 2008 and ending December 31, 2010, and passed by and through Benton County Resolution #08-478, needs to be terminated.

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement between Benton County and attorney Norma Rodriguez, with an agreement term starting January 1, 2008 and ending December 31, 2010, executed by and through Benton County Resolution #08-478, is terminated effective January 1, 2010.

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

cc: Originals -- OPD, Norma Rodriguez
Copy --R. Ozuna, Auditor, Superior Court

1.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY RYAN SWINBURNSON TO MENTOR STAFF ATTORNEYS ALEXANDRIA SHERIDAN AND ANTHONY OCHS ON DISTRICT COURT APPEALS PURSUANT TO THE RULES OF APPEAL FOR COURTS OF LIMITED JURISDICTION (RALJ).

WHEREAS, there exists a process, known as RALJ appeals, by which District Court defendants may appeal decisions of District Court in Superior Court;

WHEREAS, Benton County is bound by law to provide legal counsel to indigent defendants who seek to file a RALJ appeal;

WHEREAS, prior to the hiring of staff attorneys, RALJ appeals were handled by contract attorneys who were compensated at the rate of \$400 as a flat rate per case;

WHEREAS, after staff attorneys Sheridan and Ochs were hired it was anticipated that they would start to handle RALJ appeals thereby obviating the payment of fees to contract attorneys for such services, but attorneys Sheridan and Ochs still do not have the necessary experience to handle RALJ appeals on their own;

WHEREAS, attorney Swinburnson has substantial experience in handling RALJ appeals and therefore would be well suited to providing mentoring to attorneys Sheridan and Ochs on such cases but attorney Swinburnson's present contract with Benton County states that he is to receive case credit instead of additional compensation for handling RALJ cases;

WHEREAS, attorney Sheridan is presently attorney of record for a number of significant and complex RALJ appeal matters and it would be appropriate for attorney Swinburnson to provide direct mentoring in relation to one of these cases. Furthermore, in light of the complexities of these cases and the added duties involved in mentoring, it is appropriate to compensate attorney Swinburnson at the flat rate of \$400 (one time only) for his mentoring services as opposed to granting him case credit as provided for in his contract;

NOW THEREFORE, BE IT RESOLVED THAT attorney Swinburnson be compensated at the flat rate of \$400 (one time only, for a total of \$400) for his services in mentoring attorney Sheridan and Ochs to the satisfaction of the Indigent Defense Coordinator in one of the RALJ appeals presently pending as filed by attorney Sheridan. Be it further resolved that attorney Swinburnson be required to submit a claim for compensation – legal services as well as a bill as a prerequisite to being entitled to said compensation.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners,
Benton County, Washington

Attest:
of the Board

Clerk

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: 3/22/10 Subject: Zee Medical Contract Prepared by: M.Wenner	Execute Contract Pass Resolution <u> X </u> Pass Ordinance Pass Motion Other	Consent Agenda <u> X </u> Public Hearing 1st Discussion 2nd Discussion Other

BACKGROUND INFORMATION

See attached Benton County Personal Services contract with Zee Medical to provide and restock first aid supplies and cabinets.

RECOMMENDATION

Having been reviewed by Melina Wenner, Personnel/Risk Manager, and Jonathan Young, Civil DPA, we recommend the agreement be signed.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD OF BENTON COUNTY COMMISSIONERS TO SIGN THE GUEST SPEAKER AGREEMENT BETWEEN ZEE MEDICAL INC, AND BENTON COUNTY FOR FIRST AID SUPPLIES.

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the attached Personal Services agreement for first aid supplies.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest:
Clerk of the Board

cc: Personnel, Auditor

PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and Zee Medical, Inc., with its principal offices at 22 Corporate Park, Irvine, California 92606 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

- a. [Exhibit A, Inventory of First Aid Kits]
- b. [Exhibit B, Contractor's guidelines on kit contents; and]
- c. [Exhibit C, Compensation schedule]

2. DURATION OF CONTRACT

The term of this Contract shall begin January 18, 2010 and shall expire on January 18, 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 expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

- a. Provide First Aid Kits and Supplies to County Facilities and Vehicles on a quarterly basis and inventory of first aid kits located in or upon COUNTY property and premises is attached as Exhibit A. CONTRACTOR shall, once per calendar quarter, ensure each of these kits remain in good working condition and are stocked properly according to its own guidelines as set out in Exhibit B, as well as any legal guidelines imposed by Federal, State or local law or regulation, including, but not limited to, WISHA and OSHA regulations.
- b. The CONTRACTOR agrees to provide its own labor and materials. *Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.*
- c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice and any

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	March 22, 2010	Execute Contract	<u> X </u>	Consent Agenda <u> X </u>
Subject:	2010-2012 Crisis Response CBA	Pass Resolution	<u> </u>	Public Hearing <u> </u>
Prepared by:	Sarah Perry	Pass Ordinance	<u> </u>	1st Discussion <u> </u>
Reviewed by:		Pass Motion	<u> </u>	2nd Discussion <u> </u>
		Other	<u> </u>	Other <u> </u>

BACKGROUND INFORMATION

Before the Board for approval and signature is the 2010-2012 Crisis Response Collective Bargaining Agreement (CBA), the significant terms of which have previously been discussed and approved by the Board.

RECOMMENDATION

Approve and sign the 2010-2012 Crisis Response CBA.

MOTION

Move to approve and sign the 2010-2012 Crisis Response CBA.

JOINT BI-COUNTY RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: 2010-2012 COLLECTIVE BARGAINING AGREEMENT BETWEEN BENTON-FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND AFSCME, COUNCIL 2, LOCAL 3962, REPRESENTING CRISIS RESPONSE

WHEREAS, an Agreement has been reached between the Benton and Franklin Counties bargaining team and Local 3962 for the 2010-2012 Collective Bargaining Agreement;

WHEREAS, Benton County and Franklin County Boards of Commissioners have previously discussed and approved the significant terms of the Agreement, NOW THEREFORE,

BE IT RESOLVED that the Benton County and Franklin County Boards of Commissioners approve the Agreement as negotiated and are authorized to sign the same.

APPROVED this _____ day of March, 2010.

APPROVED THIS _____ day of March, 2010

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

Chairman

Chairman

Member

Member

Member

Member

Attest:

Attest:

Clerk to the Board

Clerk to the Board

Originals: Benton County Commissioners
Franklin County Commissioners
Local 3962

2010-2012 AGREEMENT

Between

BENTON -FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES

and

**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,
AFSCME, COUNCIL 2, LOCAL 3962**

Representing the CRISIS RESPONSE UNIT

Originals: Benton County Commissioners
Franklin County Commissioners
Local 3962

cc: Sarah Perry
Ryan Verhulp
Crisis Response
Personnel
Benton County Auditor's Office

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 March 15, 2010, award was made to BLEYHL FARM SERVICE, INC., Grandview, Washington, for ERR Purchase of Refined Petroleum Products – Bulk Diesel Fuel, and

WHEREAS, the Supply Contract has been executed by BLEYHL FARM SERVICE, INC.; NOW, THEREFORE,

BE IT RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Supply Contract, a copy of which is on file with the County Engineer.

Dated this 22nd day of March, 2010

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slc

SUPPLY CONTRACT
REFINED PETROLEUM PRODUCTS – BULK DIESEL FUEL

2010

THIS AGREEMENT, made and entered into this 1st day of April, 2010, between the COUNTY OF BENTON, State of Washington, acting through the Board of County Commissioners, under and by virtue of RCW 36, hereinafter called “the County”, and BLEYHL FARM SERVICE, INC., Grandview, Washington, hereinafter called “the Contractor”.

WITNESSETH:

That, in consideration of the payments, covenants, and agreements hereinafter mentioned and attached, and made a part of this agreement, to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

I. The Contractor shall provide to the County, and the County shall obtain from the Contractor those refined petroleum products described and set forth in the “Proposal for Furnishing Refined Petroleum Products – Bulk Diesel Fuel” to the County of Benton (including Contractor’s proposal), a copy of which is attached hereto as Appendix A and by reference incorporated herein.

II. The County shall pay the Contractor for those products obtained pursuant hereto those prices set forth in Contractor’s proposal (Appendix A), PROVIDED, however, that any increase or decrease in the price to the Contractor of any such product shall, as soon as such increase or decrease occurs, result in an equivalent increase or decrease in the Contractor’s price to the County as set forth in the Contractor’s proposal. The County shall have the right to verify the prices charged to the Contractor for such products at the time of their delivery to the County by contracting the Contractor’s major supplier.

III. The Contractor agrees to deliver to the County such refined petroleum products at such locations within the County, at such times and in such quantities as the County may specify.

IV. The Contractor agrees and covenants to indemnify, defend, and save harmless the County from loss, damage, liability or expense to persons or property arising from the neglect, omission, or default of the Contractor. In case any suit or cause of action shall be brought against the County on account of any neglect, omission, or default on the part of the Contractor, the Contractor agrees to assume the defense thereof and to pay any and all costs, charges, attorney fees, and other expenses, and any and all judgements that may be incurred or obtained against the County.

V. Upon thirty (30) days prior notice in writing to the Contractor, the County may terminate this contract for any reason. Upon receipt of the notice of termination, Contractor shall immediately cease fuel deliveries. Upon termination, the County will make payment in full in accordance with the terms of this contract for any fuel deliveries made as of either the receipt date of the notice of termination or the third day following the date of notice of termination, whichever is sooner.

IN WITNESS WHEREOF, the said Contractor has executed this agreement, and the Board of County Commissioners of Benton County, Washington, has caused this instrument to be executed by and in the name of the County the day and year first above written.

CONTRACTOR:

COUNTY OF BENTON

by: 151

by: _____

Title: _____

Chairman, Board of Benton
County Commissioners

ATTEST:

Clerk of the Board

Date _____

APPROVED AS TO FORM:

151 Jonathan Young
Deputy Prosecuting Attorney

Date 3-17-10

APPEXDIX "A"

OFFICE OF THE BENTON COUNTY ENGINEER
BENTON COUNTY, WASHINGTON

REQUEST FOR BIDS

PROPOSALS FOR:

REFINED PETROLEUM PRODUCTS - BULK DIESEL FUEL

BIDS RECEIVED:

WEDNESDAY, MARCH 10, 2010 AT 10:00 A.M., IN THE OFFICE OF THE BENTON COUNTY ENGINEER, P. O. BOX 1001, 620 MARKET ST., COUNTY COURTHOUSE, PROSSER, WASHINGTON 99350-0954. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME.

BIDS OPENED:

WEDNESDAY, MARCH 10, 2010, AT 10:30 A.M., IN THE CONFERENCE ROOM OF THE BENTON COUNTY PUBLIC WORKS DEPARTMENT, BENTON COUNTY COURTHOUSE, PROSSER, WASHINGTON.

1. INSTRUCTIONS:

Please state hereon, in the column provided, the lowest price at which you can provide the articles specified below. Unsigned bids will not be considered.

The proposal is to be placed in a SEALED ENVELOPE marked "BID - REFINED PETROLEUM PRODUCTS", and delivered to the Benton County Public Works Department, P. O. Box 1001, 620 Market St., Prosser, Washington 99350-0954, NO LATER THAN 10:00 A.M., LOCAL TIME, WEDNESDAY, MARCH 10, 2010. INCOMPLETE, UNSIGNED, AND LATE BIDS WILL NOT BE ACCEPTED.

The right is reserved by the Board of Benton County Commissioners to reject any or all bids, to waive informalities in the bidding, and to make award of the business based on a fair appraisal of the competitive values offered and delivery time. The Board will not be bound necessarily by the low bid.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bids only and does not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County. Only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

2. EXECUTION OF CONTRACT:

Successful bidder may be required to enter into formal contract; however, in the absence of such requirements it is agreed by the bidder that his bid submitted, together with notice of award in the form of a County Purchase Order signed by the County Engineer, will together constitute a contract fully binding on both parties thereto.

3. CONTRACTOR'S PROTECTIVE CLAUSE:

There shall be no obligation to deliver any or all the products included in this proposal in the customary manner when such deliveries are prevented or hindered by an Act of God, fire, strike, partial or total interruption or loss or shortage of transportation facilities, or by other similar or different acts of civil or military authorities, or by other like causes beyond the control of the Contractor.

4. TAXES:

It is understood that prices quoted on this bid shall be exclusive of Federal Taxes (Benton County will furnish an exemption certificate as required), but inclusive of State Taxes and other taxes. See Section 11 entitled "TAX PROVISIONS" for further information on what taxes shall be included in bid prices. In the event of any increase or decrease in the present Washington State Sales Taxes and/or Fuel Oil Taxes during the contract period, contract prices shall be increased or decreased accordingly. Washington State Sales Tax shall not be included in prices quoted on proposal but will be paid by Benton County on all applicable products at time of purchase.

5. BASIS OF AWARD:

In determining award of contract, the Board of County Commissioners will take into consideration the specifications and quality of products offered, bidder's facilities for distribution to locations specified and prices quoted herein.

6. TIME OF ACCEPTANCE:

Bid submitted shall be for acceptance by the County of Benton within ten (10) calendar days from date of bid opening, or as may be further extended by the County of Benton with the consent of the bidder.

7. PERIOD OF CONTRACT:

This contract shall be for a period of one (1) year, commencing the 1st day of April 2010 and terminating on the 31st day of March 2011.

8. SCOPE:

This Bid Proposal is for the purchase of Ultra Low Sulfur No. 2 Dyed Diesel Fuel with lubricity. The Fuel will be purchased in tanker truck quantities. The following is a list of the Fuel that will be included in this bid as a mandatory item and an estimate of quarterly usage:

<u>FUEL TYPE</u>	<u>ESTIMATE</u>
ULTRA LOW SULFUR NO. 2 DYED DIESEL FUEL WITH LUBRICITY.....	11,000 Gallons

The volume figures listed above and on the Bid Proposal represent an average quarterly usage and are offered for supplier internal planning only, and should not be considered for guaranteed usage.

All bulk products delivered by the Vendor shall be free from impurities including: water, dirt, harmful oils, fibrous materials, other harmful petroleum products or contaminants. In case of damage directly traceable to contamination, the Vendor shall be responsible for all costs incurred.

9. REQUIREMENTS:

a. All bidders must indicate whether they are a:

Manufacturer _____ or a Dealer/Distributor X.

- b. All dealer/distributors shall state the name of one (1) manufacturer who will be their major source of supply and price adjustment reference city (Seattle, Spokane, Portland, or Pasco) FOR FUEL TYPE:

<u>FUEL TYPE</u>	<u>MAJOR SUPPLIERS</u>	<u>REFERENCE CITY</u>
ULTRA LOW SULPHUR NO. 2 DYED DIESEL FUEL WITH LUBRICITY	<u>BP</u>	<u>PASCO</u>

- c. All products are required to meet both Federal and State Environmental Protection Agency (EPA) Guidelines.

10. PRICING, PRICE ESCALATION - FUEL:

- a. Because fuel pricing fluctuates from one day to another, the Oil Price Index Information Service (OPIS) subscription service has become the defacto standard for the basis of establishing fuel contract prices. OPIS regularly collects and reports the fuel prices at the refueling terminals (also referred to as the "Rack") across the nation. Fuel contract prices will be allowed to increase or decrease during the life of the contract and **OPIS DAILY PUBLISHED AVERAGE** rack prices (correlated to the actual delivery date) will service as the basis for establishing contract fuel prices. No other price change method (such as referencing your own posted price list or your supplier's posted price list) or other publication shall be considered. Bidder refusal to accept OPIS for contract price adjustments as specified may be reason to find their bid as non-responsive. The successful bidder will be required to maintain his own subscription to OPIS in order to correctly calculate contract fuel prices.
- b. Bidder shall specify his major supplier (see Section 9, "REQUIREMENTS" and the Bid Proposal) and the price adjustment reference city - (Seattle, Spokane, Portland, or Pasco) to be used for contract price adjustments, on Bid Proposal. Only one supplier and one reference city may be specified by each bidder for each product. If OPIS does not list one or more specified supplier product prices for a reference city, the listed average price for that city will be used.
- c. For bidding purposes Contractor shall use OPIS Pricing for Confirmed Moves through February 25, 2010.
- d. The listed price for "ULS No. 2" fuel shall be used to reference changes in contract prices for Ultra Low Sulfur No. 2 diesel fuel.
- e. If it appears that an error has occurred in any OPIS issue, the Benton County Engineer's Office shall contact the publisher for clarification.

11. TAX PROVISIONS:

The quoted price for ULS No. 2 Dyed Diesel Fuel with lubricity shall include:

Washington Spill Response	\$ <u>.001</u> per gallon.
Washington Hazardous Substance Tax	<u>.7</u> %
Federal Environmental Fees (LUST & Oil Spill)	\$ <u>.0019</u> per gallon.

The quoted price for ULS No. 2 Dyed Diesel Fuel with lubricity shall NOT include:

Federal Motor Fuel Tax

Washington Diesel Excise Tax

Washington State Sales Tax

12. DELIVERY TIMES, LOCATIONS, AND AMOUNTS:

a. All deliveries shall be made during normal County working hours, 7:30 a.m. to 2:00 p.m., Monday through Friday, except Holidays, unless otherwise specified by the County Road Department.

b. The Contractor(s) shall make deliveries within a maximum of two (2) calendar days after receipt of each order to the following delivery points:

Benton County Road Dept.
1709 South Ely
Kennewick, WA 99336

Benton County Road Dept.
14303 North Hinzerling Road
Prosser, WA 99350

c. Each fuel order will be made by Benton County Public Works with a Purchase Order.

d. At the present time Benton County has one (1) 5,000 Gallon above ground storage tank at each location.

e. The delivery vehicle shall be equipped with all required equipment and adaptors necessary to pump the fuel product into the County owned above ground fuel storage tanks.

f. The delivery vehicle shall be equipped with a metering device that accurately measures the liquid off-loaded in US Gallons to 1/10 of a gallon. The total number of gallons delivered shall be "meter-stamped" onto the bill of lading or delivery slip. The County reserves the right to reject the delivery and terminate the contract if the Vendor fails to use the required metering device to off-load fuel.

13. SPECIFICATIONS AND GENERAL REQUIREMENTS FOR DIESEL AND GASOLINE:

The guaranteed average and maximum Sulfur Content in "Ultra Low Sulfur Dyed Diesel" Grade No. 2 with lubricity:

Average 15 ppm

Maximum 15 ppm

PROPOSAL

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

Gentlemen:

The undersigned, having read all the requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will furnish Petroleum Products as specified herein as follows:

.....

	<u>MAJOR SUPPLIER</u>	<u>REFERENCE CITY</u>	<u>EST. QUARTERLY USAGE</u>
ULTRA LOW SULFUR NO. 2 DYED DIESEL FUEL WITH LUBRICITY:	(BP) ✓	(PASCO) ✓	11,000 GALLONS

The per gallon price shall include the Washington Spill Response Tax, the Washington Hazardous Substance Tax, and Federal Environmental Fees (LUST & Oil Spill).

\$ 2.2462 * per gal. ✓

3/10/10 *[Signature]*
.....

DATED this 08 day of MARCH, 2010.

FIRM NAME: Bleyhl Farm Services, INC.

ADDRESS: 940 E Wine Country Road
Grandview, WA 98930

TELEPHONE: (509) 882-3764

FAX: (509) 882-2353

BY: *Claude Zehnder II*
Signature

Claude Zehnder II - Petro Div Mgr
Print Name and Title

BY: _____
Signature

Print Name and Title

PROPOSAL MUST BE SIGNED

- NOTE: (1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
(2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

RESOLUTION

P

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF BADGER MOUNTAIN IRRIGATION DISTRICT FOR A FRANCHISE TO CONTINUE A WATER SYSTEM AND FACILITIES IN COUNTY ROAD RIGHT OF WAY,

WHEREAS, Badger Mountain Irrigation District, has applied to continue a franchise to place water system and facilities in county road right of way, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, April 19, 2010 at 9:10 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 22nd day of March 2010.

Chairman

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

SWB:lss

RESOLUTION

9.

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF AGRESEVES, INC dba AGRINORTHWEST FOR A FRANCHISE TO CONTINUE ELECTRICAL AND WATER SYSTEM FACILITIES IN COUNTY ROAD RIGHT OF WAY,

WHEREAS, AgReserves, Inc. dba AgriNorthwest, has applied to continue a franchise to place electrical and water facilities in county road right of way, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise be held on Monday, April 19, 2010 at 9:05 a.m. Local Time, in the Board of County Commissioners Meeting Room, Benton County Courthouse, 620 Market Street, Prosser, Washington.

Dated this 22nd day of March 2010.

Chairman

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

SWB:Iss



RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO THE CITY OF RICHLAND, FOR A NON EXCLUSIVE FRANCHISE FOR A WATER AND SEWER SYSTEM LINES FACILITY, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of The City of Richland, who has applied to continue a non exclusive franchise for a water, sewer, stormwater, and electrical system lines and facilities in unincorporated Benton County, and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten year (10) period, expiring March 31, 2020, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, The City of Richland has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the franchise be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO THE CITY OF WEST RICHLAND, FOR A NON EXCLUSIVE FRANCHISE FOR A WATER AND SEWER SYSTEM LINES FACILITY, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of The City of West Richland, who has applied to continue a non exclusive franchise for a water and sewer system lines facility in unincorporated Benton County, and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten year (10) period, expiring March 31, 2020, with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to Benton County;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way, including noxious weed control;
4. Should Benton County require utility relocation work because of road construction or maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, The City of West Richland has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the franchise be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.



RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2010
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody Dept Nbr: 120

Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: _____ TRANSFER TO: _____

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	
523.200	9802	Repair & Maintenance	\$10,000	523.200	4131	Security	\$18,000	
523.210	4915	Home Monitoring System	2,000					
523.610	3125	Employee Vaccination Supplies	6,000					
TOTAL				TOTAL				\$18,000

Explanation:

Line item transfer needed to cover the Security Contract portion for the Jail lobby that was moved from the Inmate Benevolence fund to Current Expense, department 120 during the 2010 budget process but not approved in either budget.

Prepared by: Julie Thompson Date: 15-Mar-2010

Approved Denied Date: _____

Chairman

Member

Member

u

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2010
funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sheriff Custody Dept Nbr: 120
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
523.610	1176	Registered Nurse	\$68,182	523.610	1171	Lead Nurse	\$68,182
523.610	1258	Registered Nurse	68,568	523.610	1170	Lead Nurse	\$68,568
TOTAL			\$136,750	TOTAL			\$136,750

Explanation:

Line item transfer is needed to fund the Lead Nurse positions that were created by absorbing two RN positions September of 2009 which was after the 2010 budget was submitted to the Auditor's Office.

Prepared by: Julie Thompson Date: 05-Mar-2010

Approved Denied Date: _____

Chairman

Member

Member

V

RESOLUTION

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

IN THE MATTER OF AUTHORIZING AMMUNITION PURCHASES FROM DOOLEY ENTERPRISES, INC. AND SAN DIEGO POLICE EQUIPMENT COMPANY INC. FOR THE BENTON COUNTY SHERIFF'S OFFICE, KENNEWICK, WASHINGTON, CURRENT EXPENSE FUND 0000-101, DEPARTMENTS 120 AND 121

WHEREAS, the Washington State Contract No. 10903 allows for the purchase of Ammunition; and

WHEREAS, Benton County Sheriff's Office would like to purchase Ammunition off of the Washington State Contract No. 10903 through July 31, 2010; and

WHEREAS, Dooley Enterprises, Inc of Anaheim, CA and San Diego Police Equipment Company, Inc of San Diego, CA are both on the vendor list and State Contract No. 10903; and

WHEREAS, Benton County Sheriff's Office would like to have the ability to order ammunition from both companies due to availability of ammunition; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, hereby approves purchases of Ammunition off of the Washington State Contract No. 10903 from Dooley Enterprises, Inc. of Anaheim, CA and San Diego Police Equipment Company Inc. of San Diego, CA through July 31, 2010 for a total amount not to exceed \$14,602 including WSST; and

BE IT FURTHER RESOLVED, the Board authorizes the Sheriff or his designee to sign the Purchase Agreements for Ammunition purchases off the Washington State Contract No. 10903; and

BE IT FURTHER RESOLVED, Washington State Contract No. 10903 expires July 31, 2010.

Dated this _____ day of _____, 2010

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board



Office of State Procurement - Customer Service (360) 902-7400 or csmail@ga.wa.gov

Ammunition

Contract#: 10903 **Replaces:** 07099, 07097

Ammunition to include new, lead, lead-free, clean-fire, reloadable and non-reloadable casing.

Contract benefits:

- Large variety of ammunition available at competitive prices
- Contract maximizes the state's collective purchasing power

Due to the crisis and ongoing problems in the Middle East, ammunition availability is suffering drastically. This problem is industry-wide and has affected delivery timelines identified in the contract. Depending on the distributor's or manufacturer's available inventory, a delivery time of 30 days could easily change to 210 to 300 days. Please consider this when placing orders and/or scheduling training.

Current Term Start Date: 02-01-2008 **Award Date:** 01-30-2004 **Est. Annual Worth:** \$1,090,701
Current Term Stop Date: 07-31-2010 **Final Term End On:** 07-31-2010 **Commodity Code(s):** 1097,1305,1395,1399
Diversity: 0% WBE 0% MBE **# of Bids Received:** 5

Who can use this contract?

Washington State agencies
Participating Colleges, Universities, Community & Technical Colleges
Oregon Coop Members

Contract Documents & Resources

View Current Contract Information (CCI) Contract Activity
Original Solicitation Document Submit Contractor Feedback
Solicitation Results Summary (Bid Tab) Best-buy Notification

Contractors(s):

DOOLEY ENTERPRISES, INC.

SAN DIEGO POLICE EQUIPMENT COMPANY INC.

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	March 22, 2010	Execute Contract	_____	Consent Agenda <u> X </u>
Subject:	REET Technology Grant Submission	Pass Resolution	<u> X </u>	Public Hearing _____
		Pass Ordinance	_____	1st Discussion _____
Prepared by:	Duane Davidson	Pass Motion	_____	2nd Discussion _____
Reviewed by:	_____	Other	_____	Other _____

W

SUMMARY & BACKGROUND

The attached resolution authorizes the county Treasurer to sign the Memorandum of Understanding (MOU) with the Department of Revenue required for submission of the REET Technology grant. This MOU will be submitted to DOR for approval prior to March 31st, 2010. If approved for the grant, there is no obligation to Benton County unless monies are expended for the project and reimbursement is requested from DOR. The Treasurer will explore all opportunities with our current vendor for this project, then if necessary request proposals from other vendors if more suitable. All decisions will be made with consent of County Administrator David Sparks, Central Services Manager Randy Reid, and the PA's office.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE COUNTY TREASURER TO SIGN A MEMORANDUM OF UNDERSTANDING WITH THE DEPARTMENT OF REVENUE FOR THE REAL ESTATE EXCISE TAX AUTOMATION GRANT PROGRAM.

WHEREAS, under RCW 82.45.210(1), the Department of Revenue (DOR) shall administer a grant program for counties to assist in the development, implementation, and maintenance of an electronic processing and reporting system for real estate excise tax affidavits that is compatible with the automated real estate excise tax system developed by the DOR; and,

WHEREAS, the Benton County Treasurer desires to implement a hardware/software system that fulfills the requirements of RCW 82.45.210 and the technical specifications of the DOR; and,

WHEREAS, the implementation plan must be approved by DOR prior to any expenditures for the project to be reimbursed through the DOR grant; and,

WHEREAS, the amount of the grant shall not be more than one hundred thousand dollars (\$100,000) pursuant to RCW 82.45.210(3)(a); and,

WHEREAS, the Benton County Treasurer estimates the project cost to be \$101,790; and,

WHEREAS, the County will use funds from an existing capital fund, fund number 0305-101, to pay for services and equipment; and,

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

WHEREAS, the Board of Benton County Commissioners constitutes the legislative authority of Benton County and desires to enter into the attached Memorandum of Understanding with the Department of Revenue as being in the best interest of Benton County;

NOW, THEREFORE, BE IT HEREBY FURTHER RESOLVED by the Benton County Board of Commissioners that the County Treasurer is authorized to sign the Memorandum of Understanding with the Department of Revenue.

BE IT FURTHER RESOLVED that the Benton County Board of Commissioners hereby authorizes the Treasurer to pay for services and equipment from the existing capital project funds which will be reimbursed up to \$100,000 from the Real Estate Excise Tax Grant.

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 D. A. Davidson, Benton County Treasurer

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

Department of Revenue
Real Estate Excise Tax Automation Grant Program
Memorandum of Understanding (MOU)

Date:

To:

From: Mel Kirpes, Operations Manager, Special Programs Division, State of
Washington, Department of Revenue.

Subject: Real Estate Excise Tax Automation Grant Program Memorandum of
Understanding (MOU).

Department of Revenue
Real Estate Excise Tax Automation Grant Program
Memorandum of Understanding (MOU)

This Agreement is made and entered into by and between the State of Washington, Department of Revenue (the "Department"), and Benton County, for the provision of Real Estate Excise Tax Grant. This MOU sets forth the terms and conditions under which the Department will reimburse Benton County for any county expenses incurred as outlined under "Scope of Services". This MOU represents the entire agreement between the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this MOU or the Real Estate Excise Tax Automation Grant Program shall be deemed to exist or to bind any of the parties hereto.

Scope of Services

Under RCW 82.45.210(1), the Department of Revenue shall administer a grant program for counties to assist in the development, implementation, and maintenance of an electronic processing and reporting system for real estate excise tax affidavits that is compatible with the automated real estate excise tax system developed by the Department.

In accordance with RCW 82.45.210(2), the amount of the grant shall be equal to the amount paid by a county to: (a) Purchase computer hardware or software, or to repair or upgrade existing computer hardware or software, used for the electronic processing and reporting of real estate excise tax affidavits that is compatible with the automated real estate excise tax system developed by the Department; and (b) Make changes to existing software that are necessary to comply with the requirements of RCW 82.45.180(1). Amounts eligible for reimbursement must be expended in excess of technology fees collected under RCW 82.45.180.

Project plan

As part of the completed MOU package please include your county's project plan for automating the affidavit process. The plan should include a diagram of what you believe your completed process will look like along with projected dates and steps that will be taken to move towards implementation.

Attachments A and B contain additional terms and conditions and the Department's Real Estate Excise Tax Web Service County Requirements & Specifications governing the work to be performed under this grant. They are attached hereto and by reference incorporated herein.

Term of MOU

The provisions of this MOU are effective from the date all parties have signed the MOU through June 30, 2010.

Reimbursement Process

No county is eligible for grant payments totaling more than one hundred thousand dollars (\$100,000.00). All reimbursements must be paid prior to July 1, 2010.

Department of Revenue
Real Estate Excise Tax Automation Grant Program
Memorandum of Understanding (MOU)

The county shall submit a detailed request for reimbursement to:

**Department of Revenue
Special Programs Division
Attn: REET Grant Program,
PO Box 47477
Olympia, WA 98504**

Detail submitted for reimbursement will be processed on a quarterly basis. Reimbursement requests are to be received by the last day of the month following the close of the calendar quarter. For example, invoices, or other data for the initial quarter (April 2006 through June 2006) must be received by July 31, 2006. Invoices for the initial quarter may include claims for periods prior to April 2006. Requests received after the last day of the month will not be processed until the following quarter.

Documentation submitted for reimbursement must include sufficient detail to validate that the expenses qualify under the Scope of Services. For example, a cover letter summarizing the reimbursable expenses, with documentation (copies of payments to vendors, employee payroll records with explanations detailing services performed, etc.) attached.

If the county has a question whether an expense qualifies under the Scope of Services, it may discuss any issues with the Department's REET Automation Grant Manager. See Grant Management section for contact information. The Department will make the final decision whether or not an expense qualifies under the Scope of Services.

Payment by the Department will be made within thirty (30) days for any requests timely received and approved. Payment shall be sent to the address provided by the county in the Grant Management section, below.

No payments in advance or in anticipation of future services or supplies will be provided by the Department.

The Department will make payments only to the county. The Department will not make any payments directly to vendors or other third parties.

The Department may require testing of the county's automated system to ensure that it meets the established requirements. Refer to Attachment A, Attachment B, and Scope of Services. Claims for reimbursement in excess of eighty thousand dollars (\$80,000.00), cumulative amount, may not be made until the county demonstrates a working system or the Department reviews expenditures to determine amounts have been expended for

Department of Revenue
Real Estate Excise Tax Automation Grant Program
Memorandum of Understanding (MOU)

allowable purposes. The Department reserves the right to bill back any amounts previously reimbursed for any expenditures determined to be improper.

Dispute resolution

In the event of a dispute regarding the application of the provisions of this MOU including the Attachments, the undersigned parties agree to discuss any issues or areas of disagreement directly and attempt to resolve prior to involving any third party. In the event a dispute cannot be resolved the parties agree to mutually select a third party to mediate unresolved issues.

Right to Audit & Record Retention

The Department and the State Auditor have the authority to request and review applicable records to ensure compliance with the grant program. The county shall not destroy any applicable records related to amounts claimed eligible for reimbursement until six years after the final disbursement date.

Grant Management

The Department is only responsible for administering the grant program identified in this MOU by verifying and approving proper reimbursement for qualified expenditures. The Department of Revenue is not responsible for administering, maintaining, or implementing an actual system that has been developed by the county under this program. The Real Estate Excise Tax Automation Grant Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Grant Manager for the Department:
Mel Kirpes, Operations Manager
Department of Revenue
Special Programs Division
PO BOX 47477
OLYMPIA WA 98504-7477
(360) 570-3240

Grant Manager for Benton County:
Name/Title: Duane Davidson, Treasurer
Address: 620 Market Street
PO Box 630
Prosser, WA 99350
Phone: 509-786-2255

Approval

This MOU is subject to the written approval of the Department's authorized representative and will not be binding until approved.

Required Signatures and Return Date

Identify one Grant Manager for your county. Provide your Grant Manager's name and contact information above, sign and return both copies with original signatures to

Department of Revenue
Real Estate Excise Tax Automation Grant Program
Memorandum of Understanding (MOU)

Mel Kirpes at the address provided above by the last day of the calendar quarter for which your first reimbursement request will be made.

THIS MEMORANDUM OF UNDERSTANDING, is executed by the persons signing below who warrant that they have the authority to execute this contract.

Duane A. Davidson, County Treasurer, Benton County

Stuart Thronson, Assistant Director, Special Programs Division, Department of Revenue

(Signature)

Date

Approved as to form:

Signature on file

05/24/06

Assistant Attorney General

Date

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 86-5671
City 86-3084
Ext. 5664
Fax 786-5627

March 16, 2010

Board of County Commissioners
Benton County Courthouse
Prosser, WA 99350

RE: Proposed Right of Way Vacation
Unimproved Right of Way in Hunts Plat
Section 31-10-27
CE 1929 VAC

Commissioners:

In accordance with Resolution #10-110, dated February 22, 2010 setting a public hearing for a proposed road right of way vacation in the Corrected Plat of Hunt's Plat, the following report is submitted.

We have reviewed and examined the right of ways proposed for vacation and abandonment. The attached print depicts said right of ways. The right of ways requested for vacation and abandonment are of variable widths located in The Corrected Plat of Hunt's Plat. All right of ways requested for vacation and abandonment are unimproved. An aerial photograph shows at least one building, which appears to be constructed within the road right of way.

The right of ways were granted to Benton County in the Plat of Hunt's Plat; recorded in Volume 3, Page 73 of Plats; Auditor Fee #218419; on June 1, 1948, records of Benton County, Washington. Due to incorrect acreages being shown on the original plat, Superior Court ordered a new plat prepared. The Corrected Plat of Hunt's Plat was prepared and filed under Case Number 11496 on February 25, 1954.

One other similar vacation of unimproved right of way has already been approved on October 17, 1957 within this plat.

Public Comments have been received by the following:

1) West Richland: requested that Benton County not vacate the right of ways due to a sewer main located within the right of way.

Our response to the West Richland request is:

Their request to deny the vacation would only affect a portion of the proposed vacation. If the Board determines that it is appropriate to vacate the right of way, an easement should be retained for the sewer main. We would recommend the applicant work with the City of West Richland to provide a legal description for the easement. The legal description should be provided to Benton County Public Works for inclusion in the resolution vacating the right of way.

2) Benton County Fire Marshal: Several parcels would be landlocked by the vacation. Requested that the right of way vacation be denied unless certain requirements were met:

- a. An easement and turnaround must meet the Fire Marshal requirements, and he would like to review a draft of that document.
- b. Easement widths would need to be approved by Benton County Planning Dept.
- c. Road encroachment application be issued
- d. Private driveways over 200' be reviewed

It is our opinion that it is not in the interest of the County to retain the right of way shown on the attached map and the public will be benefited by the vacation and abandonment of said right of way. It is also our opinion that it is not advisable to retain the right of way for the County road system of the future. The Benton County Engineer recommends the right of way be vacated, subject to the following conditions:

- 1) The vacation be subject to an easement being preserved for the City of West Richland's sewer main. The legal description and width is to be provided to Public Works by the applicant working with the City of West Richland.
- 2) An easement, including a turnaround, is granted from North 46th Avenue westerly to serve the parcels that would be landlocked by the vacation, and that said easement is to be recorded by Public Works immediately following the recording of the vacation. The Benton County Planning Department and the Fire Marshall must approve the easements.

The parcels to be served by the access easement are:

1-3108-402-0030-000
1-3108-402-0031-000

- 3) The applicant is to prepare the legal descriptions, obtain the required

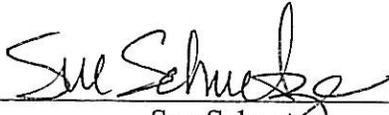
signatures and pay for recording costs.

- 4) The Board should require the applicant to submit the easements, ready for recording to Benton County Public Works by a set date. If the deadline is not met, the proposed vacation should be denied.

Sincerely,



Malcolm Bowie,
County Engineer



Sue Schuetze
Engineer II

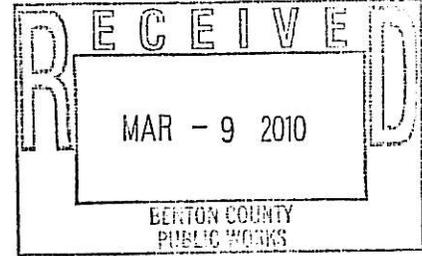


CITY OF WEST RICHLAND

3801 W. Van Giesen ❖ West Richland, WA 99353 ❖ www.westrichland.org
Public Works Department ❖ (509) 967-5434 ❖ FAX (509) 967-2419
Community Development Department ❖ (509) 967-5902 ❖ FAX (509) 967-2419

March 8, 2010

Sue Schuetze
BENTON COUNTY
Department of Public Works
PO Box 1001
Prosser, WA 99350-0954



RE: PROPOSED VACATION OF ROAD RIGHT OF WAY
CE 1929 VAC

Dear Sue:

The City of West Richland requests that Benton County not vacate the right of way shared by parcel No.'s 1-3108-402-0035-000, 1-3108-402-0037-00 and 1-3108-402-0036-000. The City owns and operates a 10" sewer main within said right of way (See attached map).

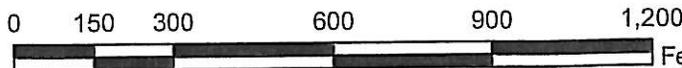
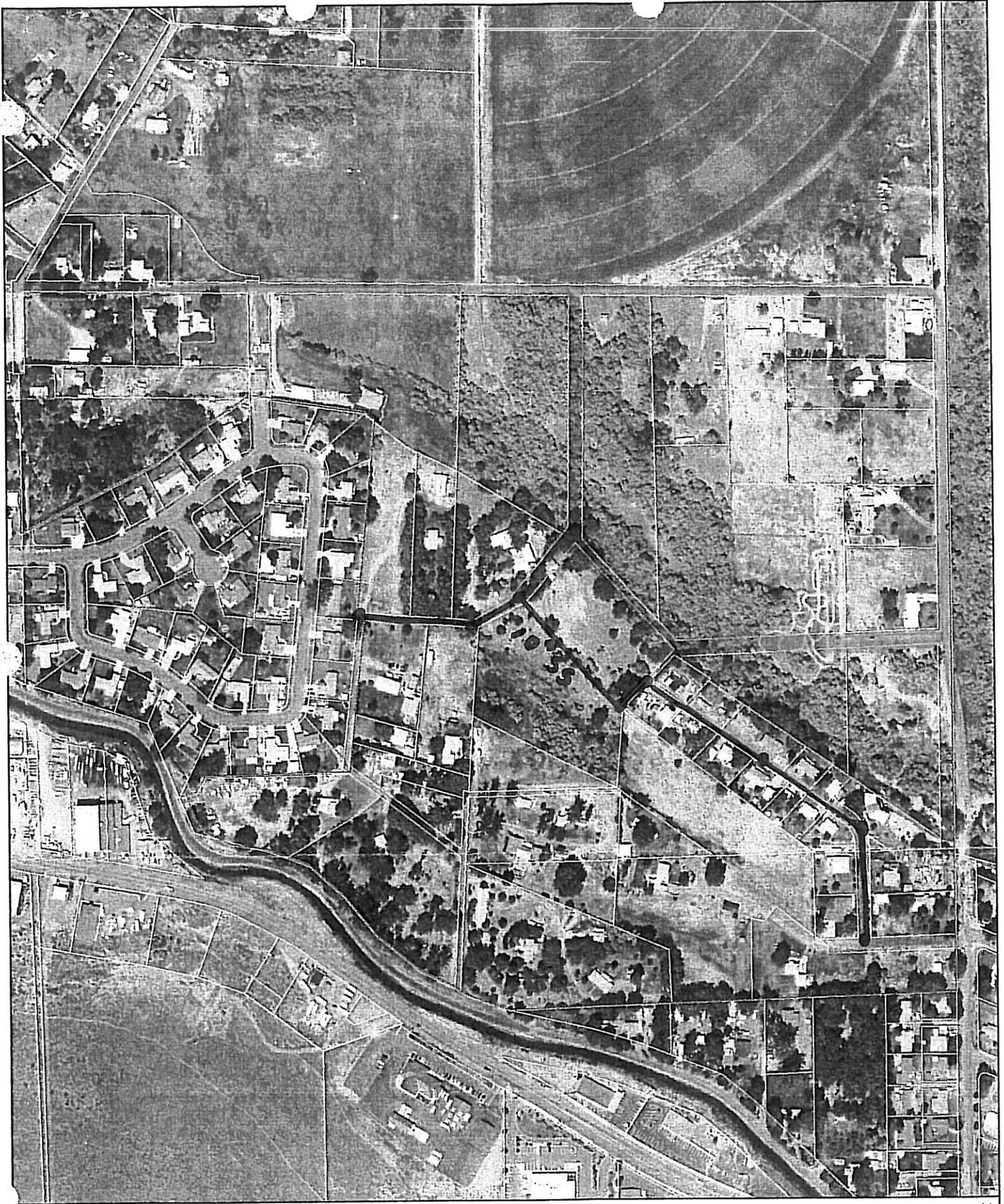
Please contact me at (509) 967-5434 if you have any questions.

Sincerely,

Heath Mellotte, P.E.
City Engineer

Attachment: Vicinity Map

RCS
File *Ally*
lb



AERIAL PHOTO FROM 2008

THIS MAP IS FOR REPRESENTATION PURPOSES ONLY.
PLEASE CONTACT THE COMMUNITY DEVELOPMENT
DEPARTMENT AT (509) 967-5902 WITH QUESTIONS
REGARDING THIS MAP OR FOR SPECIFIC QUESTIONS.



**Benton County Fire Marshal's
Review of Proposed Planning Applications**

TO: Sue Schuetze, Public Works

Road Vacation: 10-01

Date Received 3-2-10 Date Returned 3-10-10

Applicant's Comments: Benton County Public advises of a proposed street vacation involving several parcels located north of West Richland. See attached maps (pgs 2 & 3).

Fire Marshal's Comments:

As proposed, the vacation would leave several parcels landlocked. Enclosed is Benton County Code 3.18.045 and the policies involving roads/driveways, turnarounds, and culverts/bridges. Hopefully, the enclosures will assist in meeting the below requirements.

Required:

- Approval cannot be given until all properties have access to a recorded easement that includes turnarounds. To assist with recording the easement, may I suggest a draft proposal be turned in, so that conformance to Benton County Code 3.18.045 can be determined.
- Easement widths must be approved by the Benton County Planning Department (736-3086).
- Before a building permit can be issued, a road encroachment application approved by Benton County Public Works is required when a private road/driveway connects with a county road. Contact Benton County Public Works at 736-3084 to answer questions regarding the encroachment permit. The application is enclosed and does need to be approved prior to a Building Permit being issued (pgs 12 & 13).
- Private roads or driveways over 200 feet long will be required to conform to Benton County Code 3.18.045 (pgs 4-13).
- Approved turnarounds are attached.

9:10

AGENDA ITEM: MTG. DATE: March 22, 2010 SUBJECT: SPV-10-01 Vacation of a 20 ft drainage and 10 ft utility easement on Lots 3 & 4 of short plat 1604 Memo date: March 3, 2010 Prepared By: Clark A. Posey Reviewed By: Michael Shuttleworth	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing APPLICATION ASKED TO BE WITHDRAWN.
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After discussions between the applicant, the Planning Department and the Public Works Department, the applicant has submitted a request to withdraw his application. Please see the attached email from Mr. Creer regarding this.

From: James Creer <jabcreer@verizon.net>
To: <clark.posey@co.benton.wa.us>
Date: 3/15/2010 8:45 PM
Subject: Short Plat Vacation Application

Clark, do to plans changing, I am requesting that the Utility Easement Vacation and the Drainage Easement Vacation Applications I submitted for Lots 3 & 4 of Short Plat 1604 on January 20, 2010 be immediately withdrawn in their entirety. At this time there are no plans to attempt to vacate either easement. However, I would like to request that the county review the drainage easement from top to bottom from the prospective that it is dammed up at three different locations upstream of my land, and West Richland developers are currently in the process of relocating an irrigation pond in the drainage downstream of my land and adjacent to Arena Road. It appears to me that with no source of water as indicated by history and with four blockages of the drainage, the original purpose of the drainage is no longer being served.

Thanks in advance and sorry for any inconvenience I caused,

Jim Creer

RECEIVED

MAR 16 2010

**Benton County
Planning Department**

9:20

AGENDA ITEM MTG. DATE: March 22, 2010 SUBJECT: Final Plat of Reata Ridge Planned Development BMG&CC Phase 1A - PD 94-1/ MEMO DATE: March 15, 2010 Prepared 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

WHEREAS, on January 24, 2001, the Benton County Commissioners approved the preliminary plans and change of zoning for the Badger Mountain Golf and Country Club Planned Development (BMGCCPD) with 42 conditions for approval; On March 25, 2002 the Board approved revisions to the Planned Development; On May 19, 2003 the Board approved revisions to the Planned Development; and, On November 20, 2006 the Board approved revisions to the Planned Development; and. The Planned Development was approved subject to 42 conditions. Those conditions have been completed for the Final Plat of Reata Ridge – Phase 1A of the Badger Mountain Golf and Country Club Planned Development and the final plat is being submitted to the Board for their approval and signature.

Benton County Code Section 11.20.073 provides that the Board of County Commissioners shall consider the final plat of Reata Ridge at a public meeting. The Board shall review the Planning Manager’s recommendation and approve the final plat for recording if the following standards have been met:

- (1) the final plat is consistent with the approved preliminary plat and the decision thereon;
- (2) the final plat includes all of the information required by BCC 9.08.043;
- (3) all changes and conditions imposed on the approved preliminary plat by the Board have been made and complied with; and,
- (4) all applicable requirements of the state platting law and this title have been satisfied.

If the Board determines that these standards have been met, the Chairman of the Board shall sign the final plat and by resolution approve the zone change for that portion of the property included in the final plat. If the Board finds that these standards have not been satisfactorily met, the Board shall deny the final plat and return it unsigned to the applicant for correction.

SUMMARY

All the conditions of approval have been satisfied and all signatures have been obtained. The final plat is consistent with the approved preliminary plat and the decision thereon; the final plat includes all of the information required by BCC 9.08.043; all changes and conditions imposed on the approved preliminary plat by the Board have been made and complied with; and all applicable requirements of the state platting law and BCC Title 11 have been satisfied. The Final Plat of Reata Ridge – Phase 1A of the Badger Mountain Golf

and Country Club Planned Development 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 Reata Ridge – Phase 1A of the Badger Mountain Golf and Country Club Planned Development – PD 94-01/1A be approved and the Board sign the attached resolutions authorizing the chairman to sign the final plat and approving the change of zoning for the Reata Ridge – Phase 1A of the Badger Mountain Golf and Country Club Planned Development from "Agricultural" to "Planned Development"

FISCAL IMPACT

Maintenance of new county roads.

MOTION

The Board of County Commissioners should make a motion to approve the Final Plat of Reata Ridge – Phase 1A of the Badger Mountain Golf and Country Club Planned Development – PD 94-01/1A and the Board sign the attached resolutions authorizing the chairman to sign the final plat and approving the change of zoning for the Reata Ridge – Phase 1A of the Badger Mountain Golf and Country Club Planned Development from "Agricultural" to "Planned Development".

Benton County Planning Department

Planning Annex, P.O. Box 910, 1002 Dudley Avenue, Prosser WA 99350, Phone: (509) 786-5612 or (509) 736-3086, Fax (509) 786-5629

RECEIVED

BENTON COUNTY APPLICATION FOR FINAL PLAT

FEB 24 2010

File No. PD94-1

Benton County
Planning Department

DATE: 2/24/2010

1. Name of Plat REATA RIDGE - BADGER MOUNTAIN GOLF
File No. COUNTRY PD PHASE I-A
2. Name and address of property owner: TIMBERLAND BAWIC
2 NOR AM INVESTMENTS
Telephone _____
3. Name and address of applicant: LOREN D. COMBS
USE LAW GROUP PLLC; 3600 PORT OF TACOMA ROAD SUITE 311
Telephone 253 922 5464 TACOMA 98424
253 468 8567
4. Name and address of Surveyor: JOHN A. BAARMAN, RST, INC
1455 COLUMBIA PARK TRAIL; RICHLAND, WA 99352
Telephone 509-783-4141
5. Name and address of engineer: _____
Telephone _____
6. Parcel number **and** Legal description of property included in the final plat: SEE MY/AR PLAT DRAWING
7. Any other comments or information, which are significant

8. The applicant shall submit ten (10) copies of the final plat for final review.
9. **Land Use Information:**
 - a. Total area involved 69,56
 - b. Total number of lots 78
 - c. Smallest lot area 21107
 - d. Average lot area 22000 SQUARE FEET
 - e. Acreage in parks N/A
 - f. Length of public streets SEE DRAWING

Printed Name

Date

Signature of Person with additional
ownership interest

Printed Name

Address

Date

Applicant's Signature

Printed Name

Address

Date

Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

**AGENCY AUTHORIZATION OF
NORAM INVESTMENT, LLC**

NorAm Investment, LLC, a Washington limited liability company, hereby appoints Loren D. Combs as its authorized agent for land use matters related to the processing of applications for the Reata Place Preliminary Plat and for amendments to the Badger Mountain Golf and Country Club Planned Development, and authorizes Loren D. Combs to sign land use applications and related documents on behalf of Nor Am Investment, LLC.

Dated this 18th day of February, 2010

NorAm Investment, LLC

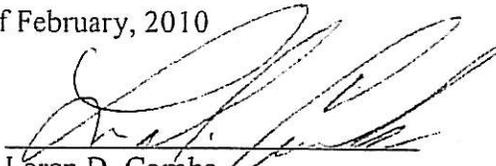
By: 
Dr. Lawrence J. White, Managing Member

CONSENT

I hereby consent to act as agent of NorAm Investment, LLC as set forth above.

Dated this 18th day of February, 2010

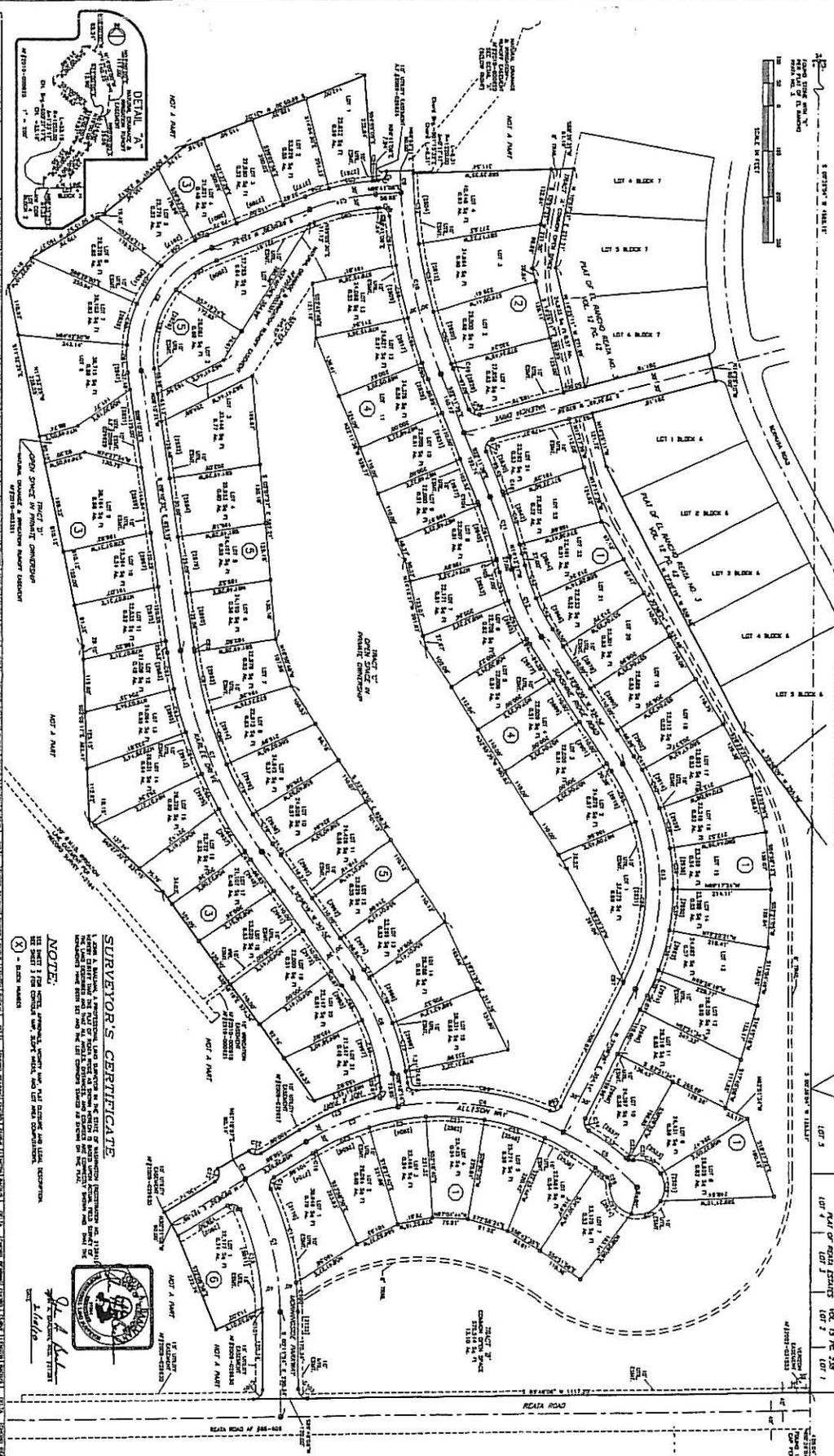
RECEIVED


Loren D. Combs

FEB 24 2010

Benton County
Planning Department

FINAL PLAN OF
PEATA RIDGE
 PHASE 1A OF BADGER MOUNTAIN GOLF AND COUNTRY CLUB - A PLANNED DEVELOPMENT
 A PORTION OF THE EAST 1/2 OF SECTION 4, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.
 BENTON COUNTY, WASHINGTON



SURVEYOR'S CERTIFICATE
 I, **DAVID A. HARRIS**, a duly Licensed Professional Surveyor in the State of Washington, do hereby certify that the above described land is the property of the Badger Mountain Golf and Country Club, Inc., a corporation organized under the laws of the State of Washington, and that the same is being offered for sale in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions recorded in Benton County, Washington, Book 10, Page 10000. The above described land is being offered for sale in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions recorded in Benton County, Washington, Book 10, Page 10000. The above described land is being offered for sale in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions recorded in Benton County, Washington, Book 10, Page 10000.



NOTE:
 THE SURVEY IS FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND.

LOT NO.	ACRES	AREA	PERCENTAGE	OWNER	REMARKS
1	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
2	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
3	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
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80	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
81	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
82	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
83	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
84	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
85	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
86	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
87	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
88	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
89	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
90	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
91	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
92	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
93	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
94	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
95	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
96	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
97	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
98	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
99	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	
100	0.10	0.10	1.00%	Badger Mountain Golf and Country Club, Inc.	

PSI
 PROFESSIONAL SURVEYING SYSTEMS, INC.
 1000 1st Avenue, Suite 1000
 Seattle, WA 98101
 (206) 461-1234
 FAX (206) 461-1

9:25 am

Executive Session – Pending Litigation

R Brown / M Shuttleworth