

May 9,
2011

THE BOARD OF
BENTON COUNTY
COMMISSIONERS
AGENDA PACKET

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
May 2, 2011, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Pro Tem Shon Small
Commissioner James Beaver
Commissioner Leo Bowman (via/videoconference in Kennewick)
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; County Engineer Malcolm Bowie; Deputy Treasurer Erhiza Rivera; Planning Manager Mike Shuttleworth; Human Services Manager Ed Thornbrugh; Treasurer Duane Davidson; DPA Ryan Brown; Auditor Brenda Chilton; Personnel Manager Melina Wenner; Safety Coordinator Bryan Perry.

Workshop Agenda

Commissioner Bowman, in Kennewick via/video conference reported on his attendance at the NACo rail conference last week and said there were a lot of agencies present. He discussed the possibility of two and three-mile trains that would create long delays in Yakima and Prosser and the challenges that would create.

Commissioner Beaver reported on the following meetings: HAIEFIC (they were trying to get money out the door before it was taken away by the State); Workforce Development Council meetings (that program was becoming smaller due to budget cuts); Fairgrounds user group (Loretta Smith Kelty has outlined some improvements that were discussed); Tri-City Visitor & Convention Bureau meeting; TRIDEC meeting; Port of Pasco building dedication; Council of Governments meeting (they are now discussing next step regarding the bridge study) and Franklin County's message was there was no more money and maybe the next step was to stop; he said he gave the same message from Benton County.

Commissioner Bowman said he agreed with the message and that everything was at a stand still until the economy turned itself around (maybe the study should sit on a shelf for a couple of years).

Commissioner Small said he met with BCES and the E-911 funds question came up again and it appeared to be a non-issue so they would not be sending a letter to the Governor. He was still working on receiving back the \$538,000 refund for the 800 Mhz system. Commissioner

Bowman asked if the cities were putting pressure on them and Commissioner Small said they shared the same enthusiasm about getting their money back. Commissioner Beaver asked if the County could charge interest and late fees and Mr. Sparks indicated that interest was calculated into the agreement. Commissioner Bowman stated that maybe next time there was an upgrade the County would reimburse instead of cash flow.

Commissioner Small also reported on a meeting with Benton City and reminded the Board he would be leaving tomorrow for the LEOFF conference.

Commissioner Bowman asked the Board if it intended to approve the travel policy today because he wanted to have additional time to discuss it with staff before being adopted and he needed to leave in a few minutes. He said he just received another revised version and hadn't had a chance to review it and there were some things he didn't understand.

Chairman Pro Tem Small said they would have Loretta Smith Kely discuss the newest changes and it was his intent to find out what the Board wanted to do and pass if it if they could.

Commissioner Bowman said he was just asking if the Board could postpone adopting the policy until next week so they could all discuss it.

Commissioner Beaver said it was their intent to discuss it but could not speculate on whether or not the Board would pass it. Commissioner Bowman said that Commissioner Small had discussed the policy with staff and he just wanted that same opportunity. Commissioner Small said their main intent was to discuss it.

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

Approval of Minutes

The Minutes of April 20, 2011 were approved.
The Minutes of April 25, 2011 were approved.

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items "a" through "g". Chairman Pro Tem Small seconded and upon vote, the Board approved the following:

Coroner

- a. Professional Services Contract w/Dr. J. Reynolds for Forensic Pathology Services
- b. Professional Services Contract w/Dr. D. Selove for Forensic Pathology Services
- c. Professional Services Contract w/Dr. C. Wigren for Forensic Pathology Services

Facilities

- d. Contract w/Advanced Window Care for Window Cleaning Services

Human Services

- e. Professional Services Agreement w/Housing Authority of City of Pasco and Franklin County

Public Works

- f. Authorization to Schedule a Call for Bids for CE 1778 CRP – Clodfelter Road

Sheriff

- g. Contract w/Homeland Security Department for Buffer Zone Protection Program

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

Travel Policy Update

Ms. Smith Kelty presented the additional changes to the travel policy and briefly discussed the following: exclusion zone (60 miles around Benton County) that did not allow meals or lodging; requirement for detailed receipts; using county vehicles as a first priority (personal vehicle as a last resort) and if not approved, the reimbursement would not be allowed; definitions of overnight and day travel.

Mr. Sparks said it was important to note that the state audit exit notes were 90% travel expense related and that was driving the changes in the policy.

MOTION: Commissioner Beaver moved to approve the new policy and incorporate changes as presented by Loretta Smith Kelty. Chairman Pro Tem Small seconded.

Discussion

Commissioner Beaver said this was a concern and an audit problem and the Board needed to make changes. He said he was concerned about elected officials and departments spending their 2012 budget in 2011 and that Commissioner travel was nearly spent for 2011. He said it was important to adopt a travel policy that illustrates seriousness with respect to the state audit and set an example for the other elected officials.

Commissioner Small said he spoke to Sheriff Keane, PA Miller, Treasurer Davidson, Clerk Delvin, and Coroner Hansens about the policy. Additionally, he heard comments from elected officials that they believed the Commissioners would not back this up and would end up approving a supplement to the travel budget and would basically not lead by example. Commissioner Small said he would not support a supplement to the travel budget.

Upon vote, the motion carried.

Claim for Damages

CC 2010-20c: Received on April 26, 2011 from James Gerald Garza

Vouchers

Check Date: 04/29/2011
Warrant #: 33277-33533
Taxes #: 010104112
Total all funds: \$3,798,102.93

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

Resolutions

- 11-282: Professional Services Contract w/Dr. J. Reynolds for Forensic Pathology Services
- 11-283: Professional Services Contract w/Dr. D. Selove for Forensic Pathology Services
- 11-284: Professional Services Contract w/Dr. C. Wigren for Forensic Pathology Services
- 11-285: Contract w/Advanced Window Care for Window Cleaning Services
- 11-286: Professional Services Agreement w/Housing Authority of City of Pasco and Franklin County
- 11-287: Authorization to Schedule a Call for Bids for CE 1778 CRP – Clodfelter Road
- 11-288: Contract w/Homeland Security Department for Buffer Zone Protection Program

There being no further business before the Board, the meeting adjourned at approximately 9:15 a.m.

Clerk of the Board

Chairman

a

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>May 9, 2011</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Line Item TFR</u>	Pass Resolution	<u>X</u>	Public Hearing
Prepared by:	<u>B Chilton</u>	Pass Ordinance	_____	1st Discussion
Reviewed by:	_____	Pass Motion	_____	2nd Discussion
		Other	_____	Other

BACKGROUND INFORMATION

It has been necessary to purchase a desk scanner for use in the accounting department to facilitate scanning of payroll and accounts payable records. Much of the payroll records will require "permanent" archiving under the archive schedules.

SUMMARY

The auditor's office has purchased a scanner and needs to transfer monies into the "Small Item-Equipment" line item to cover the purchase.

RECOMMENDATION

Pass two resolutions for line item transfers for one-half of the cost of the scanner from the Auditor's Current Expense budget and one-half from the Auditor's O&M budget.

FISCAL IMPACT

\$676.88 – one-half (\$338.44) from Auditor's Current Expense and one-half (\$338.44) from Auditor's O&M budget.

MOTION

Move to transfer funds as outlined herein.

COPY

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, DEPARTMENT NUMBER 102

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: B. Chilton; Auditor; File

B. Chilton

b

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
AUDITOR'S O & M FUND NUMBER 0106101

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: B. Chilton; Auditor; File

B. Chilton

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor's O & M

Dept Nbr:

Fund Name: Auditor's O & M

Fund Nbr: 0106101

TRANSFER FROM: Dept.

TRANSFER TO: Dept.

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.300	3101	Office Supplies	\$339	514.300	3501 (new)	Small Item-Equipment	\$339
TOTAL			\$339	TOTAL			\$339

Explanation:

We recently purchased a desk scanner for the accounting department, which will facilitate scanning of payroll and accounts payable records. One-half is being paid from Auditor's Current Expense budget and one-half from the Auditor's O&M budget, as much of the documentation will require "permanent" archiving under the archive schedules.

Prepared by: B. Chilton

Date: May 2, 2011

Approved

Denied

Date:

Chairman

Member

Member

C

AGENDA/WORKSHOP ITEM		TYPE OF ACTION NEEDED			
Meeting Date:	May 9, 2011	Execute Contract	___	Consent Agenda	<u>x</u>
Subject:	Selecting Vendor for Purchase of iPad Tablets	Pass Resolution	<u>x</u>	Public Hearing	___
		Pass Ordinance	___	1 st Discussion	___
		Pass Motion	___	2 nd Discussion	___
Prepared By:	J. Randall Reid	Other	___	Other	___
Reviewed By:	Loretta Smith Kelty				

BACKGROUND INFORMATION

The county is engaged in three projects that involve Apple iPad tablets. Purchasing the nine tablets required costs more than \$5,000. Resolution 09-812 requires authorization by the Board of County Commissioners for purchases between \$5,000 and \$25,000.

SUMMARY

The attached resolution approves purchasing Apple iPad tablets from Insight Public Sector.

RECOMMENDATION

1ST Pass resolution.

2nd

FISCAL IMPACT

None. Included in approved 2011-12 budget and anticipated mid-biennium adjustments.

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF PURCHASING APPLE IPAD TABLETS.

WHEREAS, resolution 09-812 requires authorization by the Board of County Commissioners for purchases between \$5,000 and \$25,000; and

WHEREAS, nine (9) iPad tablets are needed for projects involving Superior Administration, the Clerk, and the Board of County Commissioners; and

WHEREAS, four (4) vendors who are who are on the Benton County Vendor List and also Apple Corporate Resellers responded to a request for quote for iPad tablets plus extended maintenance with the following costs per unit:

CDW Government	230 North Milwaukee Avenue Vernon Hills IL 60061	\$573.87
GovConnection	7503 Standish Place Rockville MD 20855	\$540.74
Insight Public Sector	6820 South Hart Avenue Tempe AZ 85283	\$532.31
PCMallGov	7421 Gateway Court Manassas VA 20109	\$558.00

of which Insight Public Sector was the lowest quote per unit; NOW THEREFORE,

BE IT RESOLVED, by the Board of Benton County Commissioners, that Central Services be authorized to purchase the nine (9) Apple iPad tablets from Insight Public Sector, for the amount of \$4,791 plus tax.

Dated this _____ day of _____, _____

Chairman of the Board

Member

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

Attest: _____
Clerk of the Board

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>		
Meeting Date:	<u>5-9-11</u>	Execute Contract	_____	Consent Agenda
Subject:	<u>Line Item Transfer</u>	Pass Resolution	<u>x</u> _____	Public Hearing
Prepared by:	<u>K. Mercer</u>	Pass Ordinance	_____	1st Discussion
Reviewed by:	<u>Loretta</u>	Pass Motion	_____	2nd Discussion
		Other	_____	Other

BACKGROUND INFORMATION

The Wiser Parkway project was originally budgeted at \$500,000. The final cost of the project came to \$609,826.74 due to unforeseen costs associated with the railroad crossing. This line item transfer is needed to pay the final three Public Works invoices, which includes the assessment (\$55,318.22) the Board authorized via Resolution 11-124.

SUMMARY

RECOMMENDATION

Approve Line Item Transfer

FISCAL IMPACT

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN VIT
IMPACT FUND NUMBER 0153-101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: VIT Impact Dept Nbr: 000
 Fund Name: VIT Impact Fund Nbr: 0153-101

TRANSFER FROM:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	TRANSFER TO:	AMOUNT
594.110	9105	Contingency	\$72,647	BASE SUB (6 digit) 597.100	\$72,647
				LINE ITEM (4 digit) 9914	
				LINE ITEM NAME County Road	
TOTAL			\$72,647	TOTAL	\$72,647

Explanation:

The Wiser Parkway project was originally budgeted for \$500,000. However, the project has exceeded that amount and additional money is needed in order to pay the final invoices from Public Works, which includes the assessment charge (\$55,318.22) authorized via Resolution 11-124.

Prepared by: Keith Mercer Date: 02-May-2011
 Approved Denied Date: _____

_____ Chairman
 _____ Member
 _____ Member

e

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY POLICY: ADOPTING THE CURRENT PUBLISHED MILEAGE, LODGING, PER DIEM, AND INCIDENTAL RATES FOR BUSINESS RELATED TRAVEL

WHEREAS, on May 2, 2011 per Resolution 11-289 the Board of Commissioners adopted the Business Travel and Expense Policy Establishing Procedures and Guidelines for Reimbursement Related to County Travel; and

WHEREAS, Resolution 11-289 provided for the Board of Commissioners and Auditor to administer and announce the current published mileage, lodging, per diem, and incidental rates for business related travel as posted at <http://www.gsa.gov/portal/category/21287>; and

WHEREAS, the breakdown for the meals and incidental expenses shall follow the Office of Financial Management (OFM) State Administrative & Accounting Manual (SAAM) section 10.90.20 located at <http://www.ofm.wa.gov/policy/10.90.htm#10.90.20>; and

WHEREAS, pursuant to RCW 2.36.150 and RCW 43.03.060, the mileage allowance paid for jury duty is prescribed by the Director of Financial Management; **NOW, THEREFORE**,

BE IT RESOLVED the Board adopts the FY2011 Mileage, Lodging, Per Diem and Incidental Rates as published by the General Services Administration (GSA) at <http://www.gsa.gov/portal/category/21287>; and

BE IT FURTHER RESOLVED the breakdown for the meals and incidental expenses shall follow the Office of Financial Management (OFM) State Administrative & Accounting Manual (SAAM) section 10.90.20 located at <http://www.ofm.wa.gov/policy/10.90.htm#10.90.20>; and

BE IT FURTHER RESOLVED that effective May 2, 2011 the reimbursement rate for mileage shall be \$.51 per mile if use of privately owned automobile is authorized or if no Government owned automobile is available for any Benton County employees and other travelers authorized to travel by the County.

Dated this day of, 2011.

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

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 05/09/11 F/C 05/18/11		
SUBJECT: Personal Service Contract with Knowledge Counseling		
Prepared By: Donna A. Lee		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

The Benton-Franklin Counties Juvenile Justice Center desires to contract with Knowledge Counseling to provide chemical dependency assessment and treatment to youth as ordered by the Court. The attached personal services contract with Knowledge Counseling has been written to provide for the services as outlined in the CDDA (Chemical Dependency Disposition Alternative) portion of the Consolidated Juvenile Services contract between the Juvenile Court and the State of Washington.

SUMMARY

The actual costs for case management and services are outlined in the attached contract and paid from state funds. The term of the personal services contract coincides with the Consolidated Juvenile Services biennium and runs from July 1, 2011 through June 30, 2013.

RECOMMENDATION

We recommend that the Board of Commissioners of Benton County sign the Personal Services Contract between Knowledge Counseling and Benton-Franklin Counties Juvenile Justice Center for services.

FISCAL IMPACT

These are state funds whereby we are reimbursed for services and are incorporated in the Juvenile Court's budget.

MOTION

I move that the Chairman of the Board of Benton County Commissioners, and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the personal service contract with Knowledge Counseling.

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 PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND KNOWLEDGE COUNSELING, and

WHEREAS, Sharon A. Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Person Services Contract between Knowledge Counseling, and Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2011 and terminating on June 30, 2013, for a maximum total amount payable by the Counties not to exceed Seven Thousand Dollars (\$7,000.00) 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 Personal Services Contract.

DATED this 9th day of May 2011

DATED this 18th day of May 2011

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

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

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

PERSONAL SERVICE CONTRACT BETWEEN BENTON AND FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND KNOWLEDGE COUNSELING

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 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton/Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and Knowledge Counseling, with its principal offices at 2120 West Henry St., Pasco, WA 99301, (hereinafter referred to as "Contractor").

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

1. CONTRACT DOCUMENTS

This Contract includes the following exhibits, which are incorporated herein by reference:

- A. Exhibit A, Specific Terms and Conditions;
- B. Exhibit B, Scope of Services;
- C. Exhibit C, CDDA Services Reimbursement Rates;
- D. Exhibit D, CDDA/Drug Court Referral Response Form;
- E. Exhibit E, CDDA Evaluation Report and Treatment Plan; and
- F. Exhibit F, Treatment Progress Report.

2. DURATION OF CONTRACT

The term of this Contract shall be July 1, 2011 through June 30, 2013. The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The Contractor shall perform the following services:

- A. A detailed description of the services to be performed by the Contractor is set forth in Exhibit A, "Specific Terms and Conditions" and Exhibit B, "Scope of Services", which are attached hereto and incorporated herein by reference.

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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 05/09/11 F/C 05/16/11		
SUBJECT: Resolution Authorization of Agreement with Pasco School Probation Liaison Program at Chiawana High School		
Prepared By: Donna A. Lee		
Reviewed By: Sharon Paradis		

BACKGROUND INFORMATION

The Chiawana High School / Probation Liaison Project places a probation counselor at Chiawana High School to teach Aggression Replacement Training and to work with those youth at the school who are on probation has been in place since 2000. Research indicates this program is making substantial, positive changes in the lives of the youth it serves. In years past funding was received from the Department of Social Health Services, Office of Juvenile Justice to sustain this program. Beginning with the 2005 2006 school year to continue this community vital program, the Pasco School District agreed to compensate the Counties for the contract.

SUMMARY

The Pasco School District would like to continue to program for the period beginning on July 1, 2011 and ending on June 30, 2012.

RECOMMENDATION

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Contract with the Pasco School District to continue probation services and intervention services to youth located at Chiawana High School.

FISCAL IMPACT

Pasco School District has agreed to compensate the Counties for a total of \$38,100.00, which is one-half the cost to the Counties of employing a Probation Counselor to provide the Probation Liaison Project services as set forth in the contract's Statement of Work. The impact to the Counties, as budgeted, is a total of \$38,100.00.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the contract with the Pasco School District to provide a probation counselor in Chiawana High School.

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 BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE PASCO SCHOOL DISTRICT TO PROVIDE A PROBATION COUNSELOR IN CHIAWANA HIGH SCHOOL, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed Contract between the Juvenile Court and the Pasco School District be approved as presented for a term commencing July 1, 2011, and terminating on June 30, 2012, for a maximum amount payable to the Counties by the District not to exceed Thirty-Eight Thousand and One Hundred Dollars (\$38,100.00) 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 hereby are authorized to sign, on behalf of their respective county, the Contract between the Juvenile Court and the Pasco School District.

DATED this day 9th of May 2011

DATED this 16th day of May 2011

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner

**BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER**



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

**SCHOOL/JUVENILE PROBATION LIAISON PROGRAM AGREEMENT
BETWEEN BENTON AND FRANKLIN COUNTIES
AND PASCO SCHOOL DISTRICT**

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center ("BFJJC"), a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as the "Counties"), and Pasco School District, with its principal offices at 1215 West Lewis Street, Pasco, WA 99301 (hereinafter referred to as the "District").

RECITALS

- A. The Counties and the District have implemented a School/Juvenile Probation Liaison Program and desire to continue such a program (the "Program") to serve the population identified in Exhibit A to this Agreement, which is attached hereto and incorporated herein by reference; and
- B. The Counties and the District desire to continue the Program in accordance with the Goals and Objectives set forth in Exhibit A to this Agreement.

AGREEMENT

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

1. STATEMENT OF WORK

- 1.1 The parties agree that a description of the Statement of Work for this Agreement is set forth in Exhibit B to this Agreement, which is attached hereto and incorporated herein by reference.
- 1.2 The Counties agree to perform all work described in Exhibit B, Section 1 of this Agreement. The Counties further agree to furnish the necessary personnel, services, facilities, and supplies and otherwise do all things necessary or

AGENDA ITEM: Consent	TYPE OF ACTION	
MEETING DATE: B/C 05/09/11 F/C 05/16/11	NEEDED	CONSENT AGENDA <u>xx</u>
SUBJECT: Resolution Authorization of Agreement with Pasco School Probation Liaison Program at Pasco High School	Executive Contract <u>xx</u>	PUBLIC HEARING
Prepared By: Donna A. Lee	Pass Resolution <u>xx</u>	1ST DISCUSSION
Reviewed By: Sharon Paradis	Pass Ordinance	2ND DISCUSSION
	Pass Motion	OTHER
	Other	

BACKGROUND INFORMATION

The Pasco High School / Probation Liaison Project places a probation counselor at Pasco High School to teach Aggression Replacement Training and to work with those youth at the school who are on probation has been in place since 2000. Research indicates this program is making substantial, positive changes in the lives of the youth it serves. In years past funding was received from the Department of Social Health Services, Office of Juvenile Justice to sustain this program. Beginning with the 2005 2006 school year to continue this community vital program, the Pasco School District agreed to compensate the Counties for contract.

SUMMARY

The Pasco School District would like to continue to program for the period beginning on July 1, 2011 and ending on June 30, 2012.

RECOMMENDATION

We recommend that the Boards of County Commissioners of Benton and Franklin Counties sign the Contract with the Pasco School District to continue probation services and intervention services to youth located at Pasco High School.

FISCAL IMPACT

Pasco School District has agreed to compensate the Counties for a total of \$38,100.00, which is one-half the cost to the Counties of employing a Probation Counselor to provide the Probation Liaison Project services as set forth in the contract's Statement of Work. The impact to the Counties, as budgeted, is a total of \$38,100.00.

MOTION

I move that the Chairman of the Board of Benton County Commissioners and the Chairman of the Board Franklin County Commissioners be hereby authorized to sign the contract with the Pasco School District to provide a probation counselor in Pasco High School.

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 BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND THE PASCO SCHOOL DISTRICT TO PROVIDE A PROBATION COUNSELOR IN PASCO HIGH SCHOOL, and

WHEREAS, Sharon Paradis, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the proposed Contract between the Juvenile Court and the Pasco School District be approved as presented for a term commencing July 1, 2011, and terminating on June 30, 2012, for a maximum amount payable to the Counties by the District not to exceed Thirty-Eight Thousand and One Hundred Dollars (\$38,100.00) 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 hereby are authorized to sign, on behalf of their respective county, the Contract between the Juvenile Court and the Pasco School District.

DATED this day 9th of May 2011

DATED this 16th day of May 2011

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Attest:

Clerk of the Board

Clerk of the Board

JUDGES

Hon. Craig J. Matheson
Hon. Vic L. VanderSchoor
Hon. Robert G. Swisher
Hon. Carrie Runge
Hon. Cameron Mitchell
Hon. Bruce Spanner

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



SHARON PARADIS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

LONNA K. MALONE
JOSEPH R. SCHNEIDER
JERRI G. POTTS
Court Commissioners

SCHOOL/JUVENILE PROBATION LIAISON PROGRAM AGREEMENT BETWEEN BENTON AND FRANKLIN COUNTIES AND PASCO SCHOOL DISTRICT

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center ("BFJJC"), a bi-county agency located at 5606 W. Canal Place STE 106, Kennewick, WA 99336 (hereinafter collectively referred to as the "Counties"), and Pasco School District, with its principal offices at 1215 West Lewis Street, Pasco, WA 99301 (hereinafter referred to as the "District").

RECITALS

- A. The Counties and the District have implemented a School/Juvenile Probation Liaison Program and desire to continue such a program (the "Program") to serve the population identified in Exhibit A to this Agreement, which is attached hereto and incorporated herein by reference; and
- B. The Counties and the District desire to continue the Program in accordance with the Goals and Objectives set forth in Exhibit A to this Agreement.

AGREEMENT

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

1. STATEMENT OF WORK

- 1.1 The parties agree that a description of the Statement of Work for this Agreement is set forth in Exhibit B to this Agreement, which is attached hereto and incorporated herein by reference.
- 1.2 The Counties agree to perform all work described in Exhibit B, Section 1 of this Agreement. The Counties further agree to furnish the necessary personnel, services, facilities, and supplies and otherwise do all things necessary or

**BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Agenda Request Summary

<u>Type of Action Requested</u>	<u>Classification</u>
<input type="checkbox"/> Execute contract	<input checked="" type="checkbox"/> Consent agenda
<input checked="" type="checkbox"/> Pass resolution	<input type="checkbox"/> Public hearing
<input type="checkbox"/> Pass ordinance	<input type="checkbox"/> 1 st discussion
<input type="checkbox"/> Pass motion	<input type="checkbox"/> 2 nd discussion
<input type="checkbox"/> Other (describe)	<input type="checkbox"/> Other

Requested meeting date: **May 9, 2011**
Presentation length:
Presenting elected office/department: **OPD**
Prepared by: **EH**
Reviewed by: **LSK**

BACKGROUND INFORMATION

Attorney Trinity Orosco was public defense contract attorney for 2011 for Prosser docket. Assignments for her docket exceeded her 360 case contractual cap by 32 cases.

SUMMARY

Compensation for attorney Trinity Orosco's 32 cases in excess of contractual cap is recommended.

RECOMMENDATION

Compensate attorney Trinity Orosco in the amount of \$169.05 per case for each of 32 cases that she was appointed on in excess of her contractual cap in 2011.

ANTICIPATED FISCAL IMPACT

\$5,409.60 - should be absorbed within 2011 pre-allocated budget.

RESOLUTION
BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COMPENSATING ATTORNEY TRINITY OROSCO FOR CASES ASSIGNED TO HER IN EXCESS OF HER CONTRACTUAL CASE CAP FOR 2010

WHEREAS, attorney Trinity Orosco (“Attorney”) provided indigent defense services to Benton County for District Court cases in 2010 by way of contract and was, specifically, assigned to the Prosser docket (handling both City of Prosser and State cases filed in Prosser); and

WHEREAS, Attorney’s contract provided for a maximum of 360 cases to be assigned to her; and

WHEREAS, despite the fact that case assignments on the Prosser have never historically exceeded the low 300 range, a combination of factors including the growing gang problem in the Prosser area resulted in 2010 caseload on the Prosser docket to be 392, or 32 cases over capacity;

WHEREAS, Office of Public Defense staff has, utilizing a combination of court supplied data, attorney supplied data and data contained within Judicial Information Systems (“JIS”) managed by the Washington State Administrative Office of the Courts, confirmed that Attorney has indeed been assigned 392 cases for 2010 (and this verification process has taken the last couple of months); and

WHEREAS, it is appropriate to compensate Attorney in the amount of \$169.05 per case for overage cases, equivalent to the per-case compensation for the 360 cases that are contemplated by the contract;

NOW THEREFORE, BE IT RESOLVED THAT Attorney Trinity Orosco be compensated in the amount of \$169.05 per case for the 32 cases she was assigned in 2010 in excess of her contractual case cap for the year, for a total compensation of \$5,409.60.

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

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROAD FUNDS RE: TRANSFER OF FUNDS WITHIN
THE COUNTY ROAD FUND 0101-101

BE IT RESOLVED by the Board of Benton County Commissioners that
funds be transferred between line items as defined in Exhibit A
attached hereto.

Dated this 9th day of May 2011.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slc

Exhibit A
Page 2 of 2
May 9, 2011

To transfer \$2,400.00 from the Administration Function 543-300-3302 (Computer Software) to 543-300-4805 (Service/Maintenance Agreements) for the purchase maintenance subscriptions for the Public Works Department's licensed computer software.

There is no adverse affect on the Administration Function of the Road Fund.

BENTON COUNTY
2011-2012 BUDGET

DEPARTMENT: ROAD
FUND NAME: ROAD

DEPARTMENT NO.: 500
FUND NO.: 0101-101

TRANSFER FROM:

TRANSFER TO:

ITEM NO	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
1	543-300	3302	Computer Software	\$2,400.00	543-300	New 4805	Service/Maintenance Agreements	\$2,400.00

\$2,400.00

\$2,400.00

Explanation: Transfer funds within the Administration Function line item from Computer Software to create a new Service/Maintenance Agreements line item.

Prepared by: 
 Approved:
 Denied:

Date: May 4, 2011
 Date: May 9, 2011

Larry J. Moser, Financial Administrator

Chairman of the Board

Chairman Pro-Tem

Member

RESOLUTION NO. _____
 Road Program Item: Preservation 2011 One Year
 Road Program

County Engineer Project No. 1943 PRES
 Arterial Access

K

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON
 IN THE MATTER OF COUNTY ROADS, RE: MISSIMER ROAD

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the County Engineer is hereby authorized to pre-level Missimer Road from SVID Canal to Snipes Road with hot mix asphalt.

Length of Project: 4.65 ± miles; Width of Roadbed: 24 ft.; Surface: 22 ft.; Pavement: 22 ft.
 Type and depth of surfacing: Hot Mix Asphalt
 Bridge ___ Irrigation Crossing: Length ___ ft.; Width ___ ft.
 Estimated date of beginning: May 6, 2010; Estimated date of completion: May 31, 2011

BE IT FURTHER RESOLVED, That for the foregoing proper county road purpose there is hereby appropriated sums in the following detail:

	County Road Fund			Total
Prel. Engr				0.00
Right-of-Way				0.00
Mataterial	163,568.00			163,568.00
Day Labor	48,750.00			48,750.00
Contract				0.00
Const. Engr.	5,500.00			5,500.00
Contingencies	5,082.00			5,082.00
Total	222,900.00	0.00	0.00	222,900.00

The county road purpose herein described is HEREBY DECLARED to be a public necessity and the County Road Engineer is HEREBY ORDERED AND AUTHORIZED to report and proceed thereon as by law provided.

BE IT FURTHER RESOLVED, That this purpose be performed in accordance with the Standard Road and Bridge Specifications of the State of Washington as adopted by this Board.

ADOPTED this 9th day of May, 2011.

 Chairman

(SEAL)

 Chairman Pro-Tem

Attest:

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

 Clerk of the Board

SWB:MJB:LJM:slc

RESOLUTION NO. _____

County Engineer Project No. 1941 PRES
Arterial Access

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY ROADS, RE: BITUMINOUS SURFACE TREATMENT 2011

IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, That it is their intention to improve County roads by application of Bituminous Surface Treatment according to the contract executed April 25, 2011 to Granite Construction Company, Watsonville, California.

Length of Project: _____ miles; Width of Roadbed: varies ft.; Surface: varies ft.; Pavement: varies ft.
Type and depth of surfacing: Bituminous Surface Treatment
Bridge Irrigation Crossings Length _____ ft.; Width _____ ft.
Estimated date of beginning: May 2, 2011; Estimated date of completion: August 31, 2011

BE IT FURTHER RESOLVED, That for the foregoing proper county road purpose there is hereby appropriated sums in the following detail:

	<u>County Road Fund</u>			<u>Total</u>
Road Preserv.				\$0.00
Mat. from Stkple	120,000.00			\$120,000.00
Day Labor				\$0.00
Contract	1,421,421.00			\$1,421,421.00
Const. Engr.	42,679.00			\$42,679.00
Contingencies	50,000.00			\$50,000.00
Total	1,634,100.00	0.00	0.00	\$1,634,100.00

The county road purpose herein described is HEREBY DECLARED to be a public necessity and the County Road Engineer is HEREBY ORDERED AND AUTHORIZED to report and proceed thereon as by law provided.

BE IT FURTHER RESOLVED that this purpose be performed by contract in accordance with the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, as adopted by this Board.

ADOPTED this 9th day of May, 2011.

Chairman

(SEAL)

Chairman Pro-Tem

Attest:

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

Clerk of the Board

R E S O L U T I O N

m

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF BENTON COUNTY ROADS RE: BENTON COUNTY 2011 ANNUAL ROAD PROGRAM

WHEREAS, by resolution dated November 1, 2010, the Board of Benton County Commissioners adopted the 2011 Annual Road Program; and

WHEREAS, money was set aside for "Miscellaneous Projects" in the Road Program; and

WHEREAS, a County Road Improvement District was approved for the new construction of approximately one (1) mile of Antinori Road; and

WHEREAS, a revision to the 2011 Annual Road Program is needed to allow the use of "Miscellaneous Project" money for this construction project; and

WHEREAS, the Benton County Engineer recommends the revision to the One-Year Road Program for 2011, it appearing to be in the best public interest; NOW, THEREFORE,

BE IT HEREBY RESOLVED, by the Board of Benton County Commissioners, that the 2011 Annual Road Program is hereby revised to allow "Miscellaneous Project" money to be used for preparing the plans, specifications, and right of way for the construction of a segment of Antinori Road.

Dated this 9th day of May, 2011.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

SWB:LJM:slc

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>May 9, 2011</u>	Execute Agreement <u>X</u>	Consent Agenda <u>X</u>
Subject: <u>WSDOT Task Assign.</u>	Pass Resolution <u>X</u>	Public Hearing _____
Prepared by: <u>SWB</u>	Pass Ordinance _____	1st Discussion _____
Reviewed by: _____	Pass Motion _____	2nd Discussion _____
	Other _____	Other _____

BACKGROUND INFORMATION

A Task Assignment with the Washington State Department of Transportation (WSDOT) Real Estate Services Office to do appraisal reviews, negotiate with all property owners and acquire the necessary parcels for CE 1619 Piert Road project has been prepared by WSDOT, Approved as to Form by the Prosecuting Attorney's Office and is recommend for approval by Public Works.

SUMMARY

WSDOT has submitted an Task Assignment for approval by the County.

RECOMMENDATION

Approve the Chairman to execute said Task Assignment.

FISCAL IMPACT

Estimated cost of appraisal review and negotiations is \$15,000.00

MOTION

Approve as part of the Consent Agenda.

RESOLUTION

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

IN THE MATTER OF PROPERTY ACQUISITIONS, RE: PIERT ROAD, CE 1619 CRP

WHEREAS, Associated Appraisers, LLC of Walla Walla, Washington has completed the appraisals for Piert Road, CE 1619 CRP, and

WHEREAS, Benton County having an Agreement for Aid with the Washington State Department of Transportation (WSDOT) desires to employ WSDOT for appraisal review and landowner negotiations for the above referenced road project, and

WHEREAS, WSDOT has submitted an Administrative Authority Letter and Task Agreement for approval by the County to allow them to undertake the request, and

WHEREAS, Public Works is recommending approval of the documents which have been Approved as to Form by the Prosecuting Attorney's Office, NOW, THEREFORE

BE IT RESOLVED that the Administrative Authority Letter and Task Assignment be approved and the Chairman of the Board is authorized to sign both documents on behalf of Benton County.

Dated this 9th day of May 2011.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB



**Washington State
Department of Transportation**

Paula J. Hammond
Secretary of Transportation

South Central Region
2809 Rudkin Road, Union Gap
P.O. Box 12560
Yakima, WA 98909-2560

(509) 577-1600
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 28, 2011

Steve Becken
Public Works Manager
P.O. Box 1001 - Courthouse
Prosser, WA. 99350-0954

ADMINISTRATIVE AUTHORITY
Benton County, Piert Road Extension
C-107

Dear Steve:

Below I have cited the Local Agency Guidelines Manual Chapter 25, Administrative Settlements, Section 25.09. In addition, I have also included the Administrative Authority for the Locust Road, C. Williams to Edwards Road project.

The uniform Act requires that “the head of a federal agency shall make every reasonable effort to expeditiously acquire real property by negotiation.” Negotiation implies an honest effort by the acquiring agency to resolve differences with property owners. Additionally, the legislative history of the Uniform Act indicates that offers can be flexible, and there is no requirement that they reflect a “take it or leave it position.” Negotiations should recognize the inexact nature of the process by which just compensation is determined. Further, the law requires an attempt by agencies to expedite the acquisition of real property by agreements with owners to avoid litigation and relieve congestion in the courts.

In addition to the mandates of the Uniform Act, there are significant cost savings, which can be realized through an increased use of administrative and legal settlements. Cost savings are in the areas of salaries, witness fees, travel, per diem, court costs, etc.

FHWA and WSDOT encourage local agencies to carefully consider and maximize the use of administrative settlements in appropriate situations.

An administrative settlement or stipulated settlement is a negotiated settlement of a right-of-way acquisition case in which the agency has administratively approved payment in excess of fair market value as shown by the agency’s approved determination of value.

- a. Any administrative settlement, which exceeds the fair market value, must be documented and thoroughly justified in order to be eligible for federal aid funds. The rationale for the settlement shall be set forth in writing. The extent of written explanation is a matter of judgment and should be consistent with the circumstances and the amount of money

involved. If the local agency has any doubt as to eligibility, it should obtain prior approval from WSDOT through the Region's Local Agency Coordinator.

b. The designated local agency representative may approve an administrative settlement when it is determined that such action is in the public interest. In arriving at a determination to approve an administrative settlement, the designated official must give full consideration to all pertinent information including, but not limited to the following:

1. All available appraisals, including the owner's, and the probable range of testimony in a condemnation trial.
2. Ability of the agency to acquire the property, or possession, through the condemnation process to meet the construction schedule. Impact of construction delay pending acquisition.
3. The negotiator's recorded information.
4. Recent court awards in cases involving similar acquisition and appraisal problems.
5. Likelihood of obtaining an impartial jury in local jurisdiction, opinion of legal counsel where appropriate.
6. Estimate of trial cost weighed against other factors."

Therefore, in concurrence with the aforementioned Administrative Procedure, the WSDOT proposes the following Administrative Settlement Authorities above the Determination of Value (DV) and/or the Administrative Offer Summary (AOS):

R/W Agent	DV/ \$1,500.00
Real Estate Service Manager	DV/ \$5,000.00 or 10% of DV, whichever is greater

The undersigned agrees to the conditions and responsibilities set forth herein.

Submitted this _____ day of _____, 2011.

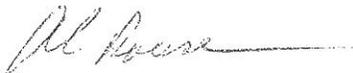
BENTON COUNTY

TITLE

Approved as to Form:

Deputy Prosecuting Attorney

Sincerely,



Al Rouse,
Local Agency Coordinator
South Central Region

TASK ASSIGNMENT

(Pursuant to Paragraph II-A of Governmental Agreement for Aid, GCA - 3230).

PROJECT TITLE: PIERT Road Extension; C - 107

PROJECT DESCRIPTION: The Piert Road Extension project is the final piece of a four phase project involving the design and construction of a transportation route from I-82 to the industrial properties east of Kennewick. The project length is approximately 1.6 miles, and will require right of way acquisition and construction of two water crossings. Other items of work include construction of two concrete at grade railroad crossings with illumination, demolition and removal of an existing timber structure, installation of guardrail, storm water conveyance and retention structures, and HMA surfacing. The roadway construction will consist of two 12 foot lanes, 6 foot shoulders, and a separated multi-use pathway.

TASK DESCRIPTION: Benton County is contracting with the Washington State Department of Transportation, South Central Region Real Estate Services Office, to do appraisal reviews for at least two appraisals and negotiate with the subject property owners and acquire the two subject parcels. This project has other parcels that are being donated and will be handled by the County. The authority to start work was initiated by Benton County's request for services e-mail dated April 28, 2011.

It is estimated that the total workforce expenditures to provide the above referenced services will be \$15,000.00. Any costs by Real Estate Services in excess of the above referenced estimate, plus 25 percent, will require additional written authorization by Benton County. Note, the actual cost of the land will be in addition to the workforce expenditures.

The following will be provided by **BENTON COUNTY**:

- Updated Title reports and the authority for the State to order any necessary updates.
- An approved, full and half sized set of R/W plans and a set of construction plans, if available.
- Approval for Administrative Settlements over the authorized limits.
- Concurrence and authorization for Review Appraiser's Determination of Value (DV).
- Authorization for the WSDOT to sign Excise Tax Affidavits.
- County will provide the legal descriptions for all parcels in Word format via disc, CD, or E-mail.
- A list of all property owners, with mailing addresses and phone numbers, if available.
- Type of Deeds to be used. Warranty or Quit Claim Deeds. (Quit Claim Deeds were used on previous projects).
- Any Property Management that may be necessary.
- The County will supply enough letterhead for all offers and miscellaneous correspondence.
- The County will provide a letter stating that they will be responsible for perpetuating any public utility easements, road approaches, and smaller items such as mail boxes, affected by the project.

The following will be the responsibility of the **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**:

- Preparation of Deeds, excluding legal descriptions, and any necessary easements using WSDOT forms. The County will choose the type of Deed to be used, Quit Claim or Warranty.
- Do all Appraisal Reviews and provide Determination of Values (DV's).
- Right of Way acquisition to include all negotiations with property owners, including preparing all offer letters, correspondence, diaries, and vouchers required.
- Clearance of all encumbrances in accordance with the WSDOT R/W manual or as directed by the County.
- Provide Administrative Settlements and document those settlements per the separate Administrative Agreement.
- Project updates as required by the County.

The undersigned agree to the conditions and responsibilities set forth herein and hereby agree to provide these services in the manner described in the before mentioned GCA - 3230 Agreement.

Submitted this _____ day of _____, 2011.

BENTON COUNTY

Chairman, County Commissioners

Accepted and approved this _____ day of _____, 2011.

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

**Bill Hicks, Acting Real Estate Services Manager
South Central Region, Authorized Agent**

Approved as to Form:

Deputy Prosecuting Attorney

AGENDA ITEM

TYPE OF ACTION

Meeting Date : May 9, 2011	Execute Contract : _____	Consent Agenda : X
Subject : Olympia Street	Pass Resolution : X	Public Hearing : _____
Prepared by : SWB	Pass Ordinance : _____	1st Discussion : _____
Reviewed by : _____	Pass Motion : _____	2 nd Discussion : _____
	Other : Sign document's	Other : _____

BACKGROUND INFORMATION

On March 2, 2009, Benton County entered into an agreement with the City of Kennewick to reconstruct Olympia Street. The County's portion of the reconstruction would be from the Kennewick City Limits to SR-397. The City of Kennewick is to be the lead agency throughout the project.

SUMMARY

Right of way, 0.10 acres, and a slope easement, 0.65 acres, is needed through the former Olympia Street pit site, owned by Benton County ER&R. An appraisal of the property has been completed and ER&R has been offered \$6,690.00 for the needed land. The forms have been reviewed and approved by the Prosecuting Attorney's Office.

RECOMMENDATION

Public Works is recommending that all of the following documents be signed by the Board: 1) An Offer Letter, 2) Agreement for Immediate Possession and Use and Right of Entry, 3) Offer to Purchase, 4) Statutory Warranty Deed and 5) Slope Easement

FISCAL IMPACT

There will be no negative fiscal impact to the County for granting the right of way. ER&R will receive a payment of \$6,690.00 for the Right of Way and Slope Easement.

MOTION

love to approve as a part of the consent agenda

RESOLUTION

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

IN THE MATTER OF PROPERTY ACQUISITIONS, RE: OLYMPIA STREET, CE 1916 CRP

WHEREAS, March 2, 2009, by Resolution Number 09-155, Benton County approved an agreement with the City of Kennewick to reconstruct Olympia Street with the County's portion being from the Kennewick City Limits to SR-397, and

WHEREAS, right of way and a slope easement is needed through the Olympia Street Pit, owned by Benton County ER&R, and

WHEREAS, the value of the right of way and slope easement has an appraised value of \$6,690.00, and

WHEREAS, the following documents have been submitted for the County's approval: 1) An Offer Letter, 2) Agreement for Immediate Possession and Use and Right of Entry, 3) Offer to Purchase, 4) Statutory Warranty Deed and 5) Slope Easement, and

WHEREAS, all said documents have been review and approved by the Prosecuting Attorney's Office, and

WHEREAS, after receipt of the above documents, \$6,690.00 will be transmitted to Benton County ER&R, and

WHEREAS, Public Works recommends approval of all the aforementioned documents, NOW,
THEREFORE

BE IT RESOLVED that the aforementioned documents be approved and Board is authorized to sign both documents on behalf of Benton County.

Dated this 9th day of May 2011.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB

Benton County
PO Box 1001
Prosser, Wa. 99350-0954

(1)

Project: Olympia Street Parcel #5
Tax Parcel #: 1-2489-300-0003-001

To Whom it May Concern:

The County of Benton plans to proceed with the above mentioned public project. As part of the project, we need to purchase your property rights identified on the project's "Right of Way Plan" by the "parcel number" listed above. The bearer of this letter is the County's agent in completing this transaction.

Your property has been examined by qualified appraisers and appraisal reviewers who have carefully considered all the elements which contribute to the market value of your property. By law, they must disregard any general increase or decrease in value caused by the project itself. Based upon the market value estimated for your property, our offer is \$6,690.00. This offer consists of \$ 1,400.00 for an area of 4,394 square feet, more or less, of land and \$ 5,290.00 for a slope easement, consisting of 28,110 sq. ft., more or less, of land, plus any "7g" items, if applicable.

Payment for your property and/or property rights will be made available to you by mail approximately 45 days after you accept the County's offer, provided there are no delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date the County becomes the owner of the property purchased and responsible for it's control and management.

The County of Benton has hired an independent appraiser to perform an appraisal to determine the value of the right of way we need to acquire, and the improvements thereon. The appraisal carefully considers all the elements which may contribute to the Fair Market Value of your property, and the appraisal has been reviewed by County Staff. The appraisal must disregard any general increase or decrease in value caused by the project itself. The amount of our offer is stated in the second paragraph above and on the summary of Salient Facts and Summary of Offer to Purchase papers attached to this letter.

You may wish to employ professional services to evaluate the County's offer. If you do so, we suggest you employ a well qualified appraiser so the resulting evaluation report will be useful to you in determining whether or not to accept the County's offer. The County will reimburse up to \$750.00 of your evaluation costs upon receipt of a bill or paid receipt. If you decide to reject the County's offer, the County, acting in the public interest, will use its rights of eminent domain to acquire your property for public use. In conformity with the Washington State constitution and laws, the Attorney General will file a condemnation suit to obtain a "Court Order of Public

and Necessity”, and a trial will be arranged to determine the just compensation to be paid for the property.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. Please feel free to direct any questions you may have to the undersigned. May we please have your early reply as to acceptance ore rejection of this offer? Thank you.

Sincerely yours,

Gregory S. Markel
Right-of-Way Agent
(509) 735-2255

**Receipt of this letter is hereby
acknowledged. I also understand this
acknowledgment does not signify my
acceptance or rejection of this offer.**

Signature

Date

Signature

Date

2

AGREEMENT FOR IMMEDIATE POSSESSION & USE

AND

RIGHT OF ENTRY

The County of Benton (hereafter "County") plans to proceed with the above-titled public project. As part of the project, we need to purchase your property and/or property rights identified on the Right of Way Plan by the "Parcel Number" listed above. The bearer of this letter is the County's agent in completing this transaction.

Your property has been examined by qualified appraisers and appraisal reviewers who have carefully considered all the elements, which contribute to the Fair Market Value of your property. By law, they must disregard any general increase or decrease in value caused by the project itself. The amount of our firm offer is stated at the bottom of page one of the Summary of Salient Facts and also on page one of the Offer to Purchase

PROPERTY OWNER IMPROVEMENT RETENTION OPTION

The property owner may retain any of the, buildings, improvements, fixtures, trade fixtures or equipment which are valued as part of the real property. The salvage value of such property retained by the owner shall be deducted from the price offered by the County. The property must be removed from the property being acquired by the County no later than N/A, or such later date as authorized by the County. The property retained by the owner and its agreed upon salvage value is: N/A.

IMMEDIATE USE AND POSSESSION

Upon commencement of a condemnation action the County may request that the property owner stipulate to the immediate use and possession of the real property being condemned upon tender into Court of the amount of the total offer.

In order to permit the County to proceed with its project and to permit the property owner an opportunity to consider the County's offer for purchase, the parties agree as follows:

1. The acquisition of the property is for the public use of the County of Benton.
2. The property owners hereby stipulate that the County may have immediate use and possession of the property upon tender of payment as provided in paragraph 4, below.
3. Upon institution of condemnation proceedings, the County may enter an order of public use and necessity and Order for Immediate Possession pursuant to RCW 8.04.090, et. seq., based upon the stipulations contained herein.
4. At the time of possession, the County will tender to the property owner a warrant in the amount of the County's "total offer to purchase" payable to the property owner.

The agreement for immediate use and possession and the acceptance of the County's tender of payment of its offer does not prejudice the property owner's right to have the value of the property determined by condemnation proceedings. The County's obligations hereunder are subject to obtaining construction authorization and final approval by the Benton County Commissioners.

RIGHT – OF – ENTRY

The owner hereby grants the County and irrevocable right to enter upon the lands hereinafter described at any time beginning from the date of this instrument and terminating at the final completion of construction in order to erect buildings or any type of improvements and to perform construction work of any nature, provided any damage to remaining parcel is remedied at County's expense.

This permit includes the right of ingress and egress on other lands of the Owner not described below, provided that such ingress and egress is necessary and not otherwise conveniently available to the County. However, no construction equipment or vehicular equipment shall be located or parked on the remaining parcel.

All tools, equipment, buildings, improvements and other property taken upon or placed upon the land by the County or its agents or contractors may be removed at any time within a thirty day (30) period after the expiration of this permit or right-of-entry. The County or its agents shall have the right to patrol and police the lands hereinafter described during the period of this right-of-entry.

It is understood and agreed if the County does not acquire title or other necessary interests in said land prior to the expiration of the permit or right-of-entry, or any renewal thereof, the County its agents, employees, and/or contractors on said lands, in the exercise of said rights under this permit or right-of-entry, shall repair such damages, or, in lieu thereof and at the option of the County, shall make and appropriate settlement with Owner. The lands affected by this permit or right-of-entry is located in the County of Benton, State of Washington, and are described on attached legal description, Exhibit B.

The County shall hold harmless and defend property owner against any claims or actions of any nature brought against property owner as a result of road construction activities of the County or its agents or contractors except for those claims or actions caused by the negligence or intentional actions of the property owner.

The undersigned owner hereby agrees to the immediate possession and use of the property and right-of-entry.

DATED this _____ day of _____.

OWNER:

X _____

County of Benton

X _____

X _____

X _____

RIGHT OF WAY AGENT

Gregory S. Markel

DATE

P

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: Locust Grove Road-Clodfelter to
Edwards C.E. 1838 CRP

WHEREAS, on July 13, 1982 Benton County entered into an easement agreement with
the Department of Natural Resources (DNR), which was filed in the Office of the
Commissioner of Public Lands in Olympia, Washington under DNR Agreement No. 50-
CR3181; and

WHEREAS, Benton County desires an additional easement area necessary for
realignment of a portion of Edwards Road, which is included in the original easement;
and

WHEREAS, DNR wishes to add additional terms to the original easement; and

WHEREAS, DNR has prepared an Easement Supplement for signature; NOW,
THEREFORE,

BE IT RESOLVED that the DNR Easement Supplement be approved and the Board is
hereby authorized to sign said DNR Easement Supplement on behalf of Benton County.

DATED this 9th day of May, 2011

Chairman.

Chairman Pro-Tem.

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

Attest: _____
Clerk of the Board

SWB:BLT:slc

After Recording Return to:
Department of Natural Resources
Southeast Region
713 Bowers Road
Ellensburg WA 98926
Attn: Matt Fromherz

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PETER GOLDMARK, Commissioner of Public Lands
Olympia, Washington 98504**

Grantor(s): State of Washington, Dept of Natural Resources
Grantee(s): Benton County
Legal Description: NW¼NW¼, S36, T8N, R28E, W.M.
Assessor's Property Tax Parcel or Account Number: 13688000000000
DNR Easement No. 50-CR3181

EASEMENT SUPPLEMENT

THIS AGREEMENT, made an entered into this ____ day of _____, 2011, by and between BENTON COUNTY, a political subdivision of the State of Washington, herein called the "Grantee" and STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State", WITNESSETH:

RECITALS

- A. Whereas, on the 13th day of July 1982, State and Grantee entered into an easement, hereinafter called "Original Easement", which was filed in the Office of the Commissioner of Public Lands in Olympia, Washington under DNR Agreement No. 50-CR3181, and
- B. Whereas, Grantee desires additional easement area necessary for realignment of a portion of road that is included in the Original Easement;
- C. Whereas, State wishes to add additional terms to the Original Easement;

Now, therefore, said Original Easement is hereby supplemented as follows:

AGREEMENT

Conveyance and Consideration: For and in consideration of TWO THOUSAND and no/100 Dollars (\$2,000.00) the Original Easement is hereby amended to include easement for a road over and across NW1/4NW1/4 S36, Township 8 North, Range 28 East, W.M., Benton County, Washington, as shown on Supplemental Plat No. CR3181 April 18, 2011 filed in the office of the Commissioner of Public Lands in Olympia Washington, by this reference made a part hereof and approximately as shown on portions of said plat attached as Exhibit A.

Provided, State reserves the right to use, for any purpose, any portion of the easement herein granted so long as it does not unreasonably interfere with the rights granted to the Grantee herein.

Indemnity. Grantee shall indemnify, defend with counsel acceptable to State, and hold harmless State, its employees, officers, and agents from any and all liability, damages, expenses, causes of action, suits, claims, costs, fees (including attorney's fees), penalties, or judgments, of any nature whatsoever, arising out of the use, occupation, or control of the Easement Area by Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, including but not limited to the use, storage, generation, processing, transportation, handling, disposal, release, or threatened release of any hazardous substance or materials. To the extent that RCW 4.24.115 applies, Grantee shall not be required to indemnify State from State's sole or concurrent negligence. This indemnification shall survive the expiration or termination of the Easement. Grantee waives its immunity under Title 51 RCW to the extent required to indemnify the State.

Insurance. Before using any of said rights granted herein and at its own expense, the Grantee shall obtain and keep in force during the term of this Easement and require its contractors, sub-contractors, or other permittees to obtain while operating on the Easement Area, the following liability insurance policies, insuring Grantee against liability arising out of its operations, including use of vehicles. Failure to buy and maintain the required insurance may result in the termination of the Easement at the State's option. The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

- (a) Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.
- (b) Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

- (c) Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later versions of CA 00 01. Grantee waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- (d) Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Grantee and employees of any contractors, sub-contractors or other permittees. Except as prohibited by law, Grantee(s) waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

All insurance must be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved in advance by the Risk Manager for the Department of Natural Resources. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, and umbrella insurance policies.

Before using any said rights granted herein, Grantee shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the State's easement number.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (Chapter 48.18 RCW or Chapter 48.15 RCW). Grantee shall include all contractors, sub-contractors and other permittees as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each. Contractors, sub-contractors and other permittees must comply with all insurance requirements stated herein. Failure of contractors, sub-contractors and other permittees to comply with insurance requirements does not limit Grantee's liability or responsibility.

All insurance provided in compliance with this Easement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Grantee waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Easement.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Grantee, and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to State in this Easement.

If Grantee is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Grantee must describe its financial condition and the self-insured funding mechanism.

Waste. Grantee shall not cause nor permit any filling activity to occur in or on the Easement Area, except by prior written approval of the State. Grantee shall not deposit refuse, garbage, or other waste matter not in use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Areas except in accordance with all applicable laws.

The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law in including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC et seq.), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010.).

Grantee shall immediately notify the State if the Grantee becomes aware of any release or threatened release of hazardous substance on the Easement Area or adjoining the Easement Area. If the release of hazardous substance occurs in, on, under, or above the Easement Area arising out of any action of the Grantee, its contractors, subcontractors, invitees, agents, employees, licenses, or permittees, the Grantee shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

Any cleanup shall be performed in a manner approved in advance in writing by State, except in emergency situations Grantee may take reasonable and appropriate actions without advance approval.

Maintenance, Repair, and Improvements. Grantee shall have sole responsibility for the maintenance, repair and improvement of the road to county road standards.

Except as herein supplemented, all of the terms, conditions, and reservations of the Original Easement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

BENTON COUNTY
BOARD OF COUNTY COMMISSIONERS

Dated: _____, 20__.

By: _____

LEO BOWMAN
Chairman of the Board

Dated: _____, 20__.

By: _____

SHON SMALL
Chairman Pro-Tem

Dated: _____, 20__.

By: _____

JAMES BEAVER
Member

Approved as to Form:

Deputy Prosecuting Attorney

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__.

By: _____

PETER GOLDMARK
Commissioner of Public Lands

REPRESENTATIVE ACKNOWLEDGMENT

State of Washington

County of BENTON

I certify that I know or have satisfactory evidence that LEO BOWMAN; JAMES BEAVER; and SHON SMALL are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the County Commissioners of Benton County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at _____

My appointment expires _____

STATE ACKNOWLEDGMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that PETER GOLDMARK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Seal or stamp)

(Signature)

(Print Name)

Notary Public in and for the State of
Washington, residing at _____

My appointment expires _____

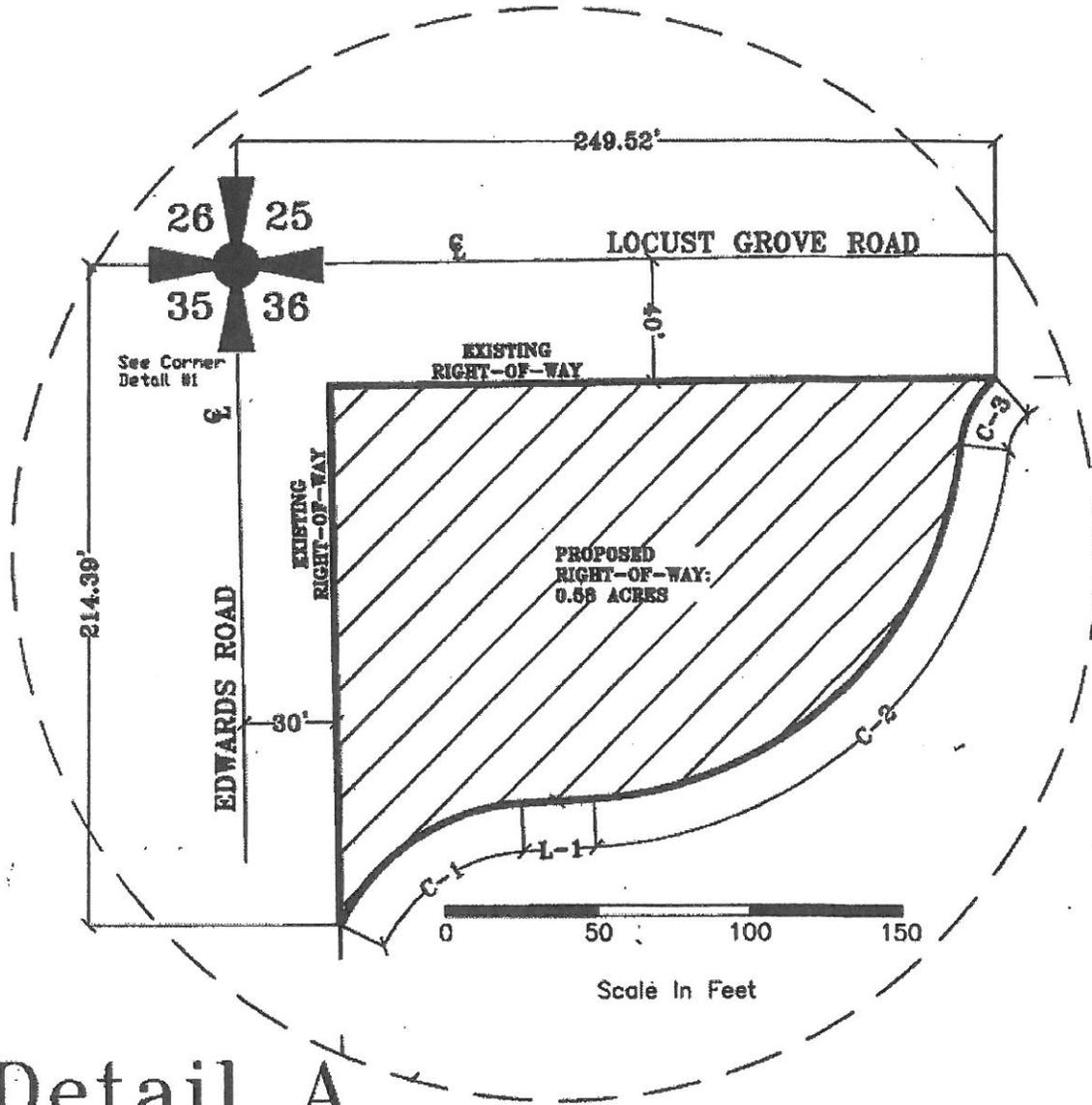
EXHIBIT A

Easement Area

Grantor: State of Washington

Grantee: Benton County

Section 36, Township 8 North, Range 28 East, W.M., Benton County, Washington



Detail A

CURVE DATA					
Curve No.	Delta	Radius	Length	Chord Length	Chord Bearing
C-1	61°04'35"	70.00	74.62'	71.14'	S 56°14'49" W
C-2	80°14'04"	130.00	182.08'	167.56'	S 46°39'34" W
C-3	42°36'01"	34.00	25.28'	24.70'	S 27°50'03" W

LINE	BEARING	DISTANCE
L-1	S 86°47'07" W	23.61'

g.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: WEBBER CANYON UNDERPASS
C.E. 1722

WHEREAS, an Underpass Agreement between Benton County and the BNSF Railway
Company was approved and signed on January 26, 2009 by Resolution 09-059; and

WHEREAS, within that agreement it states that Benton County will pay \$36,050.00 for a
permanent easement across BNSF property for the purpose of a roadway; and

WHEREAS, payment of \$36,050.00 will be sent along with the Easement Agreement;
and

WHEREAS, in fulfilling their obligation to grant an easement, BNSF has prepared an
Easement Agreement for Underpass and a Memorandum of Easement for signature;
NOW, THEREFORE,

BE IT RESOLVED that the Easement Agreement for Underpass and the Memorandum of
Easement be and hereby are approved and the Chairman of the Board is hereby authorized
to sign said Easement Agreement for Underpass and Memorandum of Easement on behalf
of Benton County.

DATED this 9th day of May, 2011

Chairman.

Chairman Pro-Tem.

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

Attest: _____
Clerk of the Board

SWB:BLT:slc

**EASEMENT AGREEMENT
FOR UNDERPASS
(C&M Agreement)**

THIS EASEMENT AGREEMENT FOR UNDERPASS ("Easement Agreement") is made and entered into as of the _____ day of _____ 2011 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **COUNTY OF BENTON**, a political subdivision of the State of Washington ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Finley, County of Benton, State of Washington, at Mile Post 23.91, Project # 927487A, as described or depicted on Exhibit "A" attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of February 25, 2009 concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 **Term of Easement.** The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

2.1 Grantee and Grantor agree that the just compensation for the Temporary Easement represents the purchase price for the first one year of the Temporary Easement term and further agree that if the term of the Temporary Easement extends beyond one year, the just compensation for the balance (if any) of the Temporary Easement Term is and shall be zero and No/100 Dollars (\$0.00).

Section 3 **No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 **Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in

order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 Taxes and Recording Fees. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 Environmental.

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all federal, state and local environmental Laws in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Toxic Substances Control Act (collectively referred to as the "**Environmental Laws**"). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any Environmental Laws.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises. Grantee shall use its best efforts to promptly respond to any release on or from the Premises. Grantee also shall give Grantor immediate notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure such release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises. If during the construction or subsequent maintenance of the Improvements, soils or other materials considered to be environmentally contaminated are exposed, Grantee will remove and safely dispose of said contaminated soils. Determination of soils contamination and applicable disposal procedures thereof, will be made only by an agency having the capacity and authority to make such a determination.

7.4 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.5 Evidence of Compliance. Grantee agrees periodically to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with the above-stated obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon

Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

Section 8 **Default and Termination.**

8.1 **Grantor's Performance Rights.** If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 **Abandonment.** Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 **Effect of Termination or Expiration.** Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 **Non-exclusive Remedies.** The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 **Surrender of Premises.**

9.1 **Removal of Improvements and Restoration.** Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 **Limited License for Entry.** If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 Recordation. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as Exhibit "B" (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 60 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 Miscellaneous.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of Washington] without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

14.7 The terms of the C&M Agreement are incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

COUNTY OF BENTON,
a political subdivision of the State of Washington

By: _____
Name: _____
Title: _____

Approved as to Form:

Deputy Prosecuting Attorney

RESOLUTION

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

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF CASCADE
NATURAL GAS CORPORATION FOR A FRANCHISE TO CONTINUE NATURAL
GAS DISTRIBUTION SYSTEM AND ALL FACILITIES IN COUNTY ROAD RIGHT
OF WAY,

WHEREAS, Cascade Natural Gas Corporation has applied to continue a franchise for
natural gas distribution system and all 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, June 6, 2011 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 9th day of May, 2011.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB:lss

RESOLUTION

S

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

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION OF COL SOLARE, LLP FOR A FRANCHISE TO CONTINUE AN IRRIGATION WATERLINE SYSTEM AND ALL FACILITIES IN COUNTY ROAD RIGHT OF WAY,

WHEREAS, Col Solare, LLP, has applied to continue a franchise for an irrigation system and all 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, June 6, 2011 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 9th day of May, 2011.

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

SWB:lss

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>			
Meeting Date:	May 9, 2011	Execute Contract	_____	Consent Agenda	<u> X </u>
Subject:	Authorization of BID 11-02	Pass Resolution	<u> X </u>	Public Hearing	_____
Prepared by:	Clay Vannoy	Pass Ordinance	_____	1st Discussion	_____
Reviewed by:	J. Thompson	Pass Motion	_____	2nd Discussion	_____
	Jonathan Young, DPA	Other	_____	Other	_____

BACKGROUND INFORMATION

The Benton County Sheriff's Office would like to go out to bid to standardize the duty weapons currently carried by both the Corrections Division and the Law Enforcement Bureau. At this time the Corrections Division carries the Beretta 92 in 9mm. The L.E. Bureau carries the Sig Sauer P226 in .40 S&W.

The **Corrections Division** is currently issued the Beretta 92 pistol in 9mm caliber. These pistols, in some cases are 18 years old and in need of replacement. The cost of replacing the 59 Beretta's with new Beretta's is approximately **\$24,000.00-25,000.00**.

The **Law Enforcement Bureau** is currently issued the Sig Sauer P-226 pistol in .40 S&W caliber. The 65 pistols are currently four years old. The pistols are under a limited warranty and the cost of sending firearms instructors to the Sig Sauer Armorers course is approximately \$500.00 per deputy.

SUMMARY

The advantages of both Divisions standardizing the pistols with new pistols in .40 cal. are; **logistically**, we only have to buy one type of duty and practice ammunition. This ensures the availability of the ammunition needed for training and duty. The new pistols used by the BCSO must have a lifetime guarantee that includes every part of the pistol. Armorers training must be free of charge. **Commonality of training**. All Sheriff's Office personnel would be trained on the same weapons system. The new pistol's grip must be adjustable for different size hands, making the weapon more "user friendly" for females and Officers with smaller hands. The new weapons and lifetime are necessary to guarantee that the BCSO will have usable service weapons for the foreseeable future.

RECOMMENDATION

Authorize BID 11-02

FISCAL IMPACT

Due to the higher trade-in value of the Sig Sauer pistols, it is anticipated that the successful vendor will be willing to exchange the 65 Patrol pistols and the 59 Corrections pistols together (a total of 124 pistols) for 124 new pistols at no additional charge, a one for one trade. The cost of six (6) additional pistols and the new holsters would be approximately \$2,000.00 for the extra pistols and approximately \$11,500.00 for the holsters (these figures are based on previous quotes).

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SOLICITING BIDS FOR REPLACEMENT SIDEARMS (PISTOLS) FOR THE BENTON COUNTY SHERIFF'S OFFICE – Bid # 11-02;

WHEREAS, the current issued service weapons of the Bureau of Corrections have reached the end of their useful service life; and

WHEREAS, the current issued service weapons of the Bureau of Law Enforcement have not reached their useful service life, and

WHEREAS, it would be beneficial to standardize both the Bureau of Law Enforcement and Bureau of Corrections sidearms for both training and logistical purposes; and

WHEREAS, a department wide outfitting would increase the service life of the entire Benton County Sheriff's Office sidearms; and

WHEREAS, firearms of current manufacture and condition are necessary for the safety of Benton County Deputy Sheriff's and the community they serve, **NOW, THEREFORE**,

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, that specifications and an invitation for bids for supplying one hundred-thirty (130) replacement sidearms to the Benton County Sheriff's Office, be prepared and advertised pursuant to the provisions of RCW 36.32.245, as more fully described in the bid Specifications; and

BE IT FURTHER RESOLVED the bids will be received by the Benton County Sheriff's Office, 7122 W. Okanogan Place, Bldg. B, Kennewick, WA 99336, until 3:00 p.m. on May 27, 2011 and not thereafter; and will be opened by representatives of the Benton County Sheriff's Office at 4:00 p.m. on May 27, 2011, in the Personnel Department Conference Room, Benton County Justice Center, 7122 W. Okanogan Place, Building A, Kennewick, WA 99336 during an open public meeting; and

BE IT FURTHER RESOLVED the Chairman of the Board of Benton County Commissioners is hereby authorized to sign the Invitation to Bid documents – Bid #11-02, on behalf of the Board.

Dated this _____ day of _____, 2011.

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Captain Clay Vannoy

CC: Sheriff, Prosecutor (Rosemary), Auditor Office

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>May 9, 2011</u>	Execute Contract	<u>X</u>
Subject:	CORPS	Pass Resolution	_____
	Contract	Pass Ordinance	_____
	W9127N-08-	Pass Motion	_____
	P0183 Third	Other	_____
	Option		
Prepared by:	J. Thompson	Consent Agenda	<u>X</u>
Reviewed by:	<i>[Signature]</i>	Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

The Benton County Sheriff's Office has agreed to be contracted by the U. S. Army Corps of Engineers to provide additional law enforcement services within the areas of the John Day Project within Benton County. Resolution 08 482 authorized contract W9127N-08-P0183 for 2008 with the options to extend on an annual basis through April 30,2013. The First and Second Options were executed extending the contract until April 30,2011.

The Benton County Sheriff's Office and Corps of Engineers (CORPS) wish to execute the Third Option of the contract

SUMMARY

The Benton County Sheriff's Office and Corps of Engineers (CORPS) wish to execute the Third Option of the contract for the period of May 1, 2011 thru April 30, 2012 for the primary period of performance of May 3, 2011 through September 4, 2011 at the John Day Project.

RECOMMENDATION

Approve and sign the attached contract.

FISCAL IMPACT

Revenue of \$8,412.69 to Canine / Boat Fund 0127-101

MOTION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN LAW ENFORCEMENT CONTRACT AMMENDMENT BETWEEN THE U.S. ARMY CORPS OF ENGINEERS AND THE BENTON COUNTY SHERIFF'S OFFICE.

WHEREAS, the Benton County Sheriff's Office has agreed to be contracted by the U. S. Army Corps of Engineers to provide additional law enforcement services within the areas of the John Day Project within Benton County; and

WHEREAS, Resolution 08 482 authorized contract W9127N-08-P0183 for 2008 with the options to extend on an annual basis through April 30, 2013; and

WHEREAS, Resolution 09-220 executed the First Option for the period of May 1, 2009 thru April 30, 2010; and

WHEREAS, Resolution 10-258 executed the Second Option for the period of May 1, 2010 thru April 30, 2011; and

WHEREAS, The Benton County Sheriff's Office and Corps of Engineers (CORPS) wish to execute the Third Option of the contract for the period of May 1, 2011 thru April 30, 2012 **NOW THEREFORE,**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington, the Board approves and hereby authorizes the Chairman of the Board to sign the attached contract amendment for W9127N-08-P-0183, with the U. S. Army Corps of Engineers and Benton County to authorize the Benton County Sheriff's Office to furnish law enforcement from May 1, 2011 through April 30, 2012 for the primary period of performance of May 13, 2011 through September 4, 2011 at the John Day Project.

Dated this 9 day of May, 2011.

Chairman of the Board

Member

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

Attest: _____

J.Thompson

CC: orig. - Sheriff's Office, Prosecutor (Rosemary), Auditor, U. S. Army Corps of Engineers

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 11-Apr-2011	4. REQUISITION/PURCHASE REQ. NO. W56QKZ80710019		5. PROJECT NO. (if applicable)	
6. ISSUED BY US ARMY CORPS OF ENGINEERS 333 SW FIRST AVE PORTLAND OR 97204-3495	CODE W9127N	7. ADMINISTERED BY (If other than item 6) US ARMY CORPS OF ENGINEERS CONNIE KRUEGER (503) 808-4903 PORTLAND OR		CODE W9127N	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) BENTON COUNTY SHERIFF'S OFFICE CAPTAIN STEVE KEANE 7122 W. OKANOGAN PLACE, BLDGA KENNEWICK WA 98336-2431			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W9127N-08-P-0183		
			X 10B. DATED (SEE ITEM 13) 01-May-2008		
CODE 371G3	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend Term of the Contract					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: g2ctsc11612 Unilateral Modification. See Next Page for Details.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRAD S REED / CONTRACTING OFFICER TEL: 503-808-4610 EMAIL: brads.reed@usaca.army.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Brad S Reed</u> (Signature of Contracting Officer)		16C. DATE SIGNED 13-Apr-2011	
(Signature of person authorized to sign)					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The following have been added by full text:

P00004 EXERCISE 3 OY

It has been determined to be in the best interest of the government to make the following changes to the contract. Accordingly, the contract is modified in the following particulars, but in no others.

1. The purpose of this modification is to exercise the Third Option Year. Contract Line Item (CLIN) 0004 is in effect.
2. The Period of Performance is extended for one year from 1 May 2011 through 30 April 2012.
3. The TOTAL CONTRACT AND OBLIGATION AMOUNT is increased by \$8,412.69 from \$25,113.41 to \$33,526.10.

All other terms and conditions remain the same.

SECTION SF 1449 - CONTINUATION SHEET

SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$8,412.69 from \$25,113.41 to \$33,526.10.

SUPPLIES OR SERVICES AND PRICES

CLIN 0004

The option status has changed from Option to Option Exercised.

(End of Summary of Changes)

<u>AGENDA ITEM</u>		<u>TYPE OF ACTION NEEDED</u>	
Meeting Date:	<u>5-9-11</u>	Execute Contract	_____
Subject:	<u>Line Item Transfer</u>	Pass Resolution	<u> x </u>
Prepared by:	<u>K. Mercer</u>	Pass Ordinance	_____
Reviewed by:	<u>Loretta & Rosie</u>	Pass Motion	_____
		Other	_____
		Consent Agenda	<u> x </u>
		Public Hearing	_____
		1st Discussion	_____
		2nd Discussion	_____
		Other	_____

BACKGROUND INFORMATION

In December 2010, the Community Development Coordinator was promoted to Sustainable Development Coordinator and would be paid 100% out of the Sustainable Development Fund. However, during the 2011-2012 budget process, this position was being split (50% to Current Expense and 50% to Sustainable Development). The line item transfer is needed to appropriate the necessary funds to the correct position (1731) and associated benefits.

SUMMARY

RECOMMENDATION

Approve Line Item Transfer

FISCAL IMPACT

CONCLUSION

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN SUSTAINABLE DEVELOPMENT FUND NUMBER 0135-101, DEPARTMENT NUMBER 000.

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

Dated this _____ day of _____, _____

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File, LSK

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Sustainable Development Dept Nbr: 000
 Fund Name: Sustainable Development Fund Nbr: 0135-101
 TRANSFER FROM: Dept TRANSFER TO: Dept

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
558.610	1573	Community Development Coordinator	\$64,891	558.610	1731	Sustainable Development Coordinator	\$142,418
558.610	4102	Contract Services	\$104,878	558.610	2102	Social Security	\$5,930
				558.610	2103	Medical Insurance	\$13,835
				558.610	2104	Retirement	\$6,229
				558.610	9908	Accumulated Leave	\$1,357
TOTAL			\$169,769	TOTAL			\$169,769

Explanation:

In December 2010, the Community Development Coordinator was promoted to Sustainable Development Coordinator and would be paid 100% out of the Sustainable Development Fund. However, during the 2011-2012 budget process, this position was being split (50% to Current Expense and 50% to Sustainable Development). The line item transfer is needed to appropriate the necessary funds to the correct position (1731) and associated benefits.

Prepared by: Keith Mercer Date: 28-Apr-2011

Approved Denied Date: _____

Chairman

Member

Member

9:05

EXHIBIT LIST FOR SHPA 11-01

Application Exhibit List		
		DATED
CCR 1 Includes:	CCR 1.1 Application for Short Plat Appeal for SHP 11-12	April 15, 2011
	CCR 1.2 Letter from Bruce Etzel, Applicant	April 13, 2011
Board of County Commissioners Memo Exhibit List May 9, 2011		
CCM 1 Includes:	CCM 1.1 Board of County Commissioners Agenda Sheet	May 2, 2011
	CCM 1.2 Planning Department Staff Memo	May 2, 2011
	CCM 1.3 Conditional SHP Approval Letter to Applicant	April 8, 2011
	CCM 1.4 Short Plat Map	March 7, 2011
	CCM 1.5 Aerial Site Map	
	CCM 1.6 Notice of Open Record Hearing	April 22, 2011
Board of County Commissioners Hearing Exhibit List		
CCH 1 Includes:	CCH 1.1	
	CCH 1.2	
	CCH 1.3	
	CCH 1.4	

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

PCR = Planning Commission Record Exhibits

PCM = Planning Commission Memo Exhibits

PCH = Exhibits submitted during Hearing

CCR = County Commissioner Record Exhibits

CCM = County Commissioner Memo Exhibits

CCH = Exhibits submitted during Hearing

<p>AGENDA ITEM: SHPA 11-01 MTG. DATE: May 9, 2011 MEMO. DATE: May 2, 2011 SUBJECT: Short Plat Appeal -SHPA 11-01, Bruce Etzel Prepared By: R.J. Lott Reviewed By: Michael Shuttleworth</p>	<p><u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other</p>	<p>Consent Agenda Public Hearing X 1st Discussion 2nd Discussion Other</p>
---	---	---

BACKGROUND INFORMATION

On March 7, 2011, Mr. Etzel submitted to the Planning Department a short plat application SHP 11-12 to subdivide 11.76 acres into 2 lots. On April 15, 2011, our office received a short plat appeal application from Bruce Etzel to the Board of County Commissioners regarding the Short Plat Administrator's requirement to provide a 40-foot private road easement, which may include any utility easements, to serve lot 2 of this short plat. On April 8, 2011, Mr. Etzel was sent a letter from this office indicating that the Short Plat would be approved provided 22 conditions were satisfied. Item No. 6 stated that the private road easement must be at least 40 feet in width, including any utility easements to serve lot 2. Any new private road easements must be offset at least 15 feet from the short plat boundary so that setback requirements do not encroach upon neighboring properties.

The existing private road easement is thirty feet in width to serve lot 2. A thirty-foot private road easement is not sufficient to provide access to any short platted lot under the new Short Plat Ordinance passed by the County Commissioners on February 28, 2011. An existing 10-foot utility easement exists adjacent to the 30-foot private road easement, which could be combined together to create a 40-foot utility/private road easement. This would be adequate under the current ordinance. Additionally, this short plat has 40-feet of frontage onto Hicks Rd. which could be used for a private road easement. If this portion is used, the private road easement setbacks will encroach onto neighboring properties.

Attached to this memo are copies of the April 8, 2011, approval letter itemizing the requirements of the Planning Department, the appeal application with attached letter from the applicant, a copy of the proposed short plat and an aerial photograph of the site.

The Benton County Code requires the Board of County Commissioners to conduct a public hearing on the short plat appeal and allow for public comments regarding the appeal. The public hearing notice for application SHPA 11-01 was published on April 22, 2011, and the public hearing is scheduled for May 9, 2011, at 9:05 a.m. The Board following the public hearing may affirm or reverse the Short Plat Administrator's decision or remand the application back to the Short Plat Administrator with instructions to approve the same upon compliance with conditions imposed by the Board, if any.

SUMMARY

Bruce Etzel is requesting that the Board grant his appeal to the Short Plat Administrator's decision that a 40-foot private road easement, including any utility easements, to serve lot 2 of this short plat is in place prior to the recording of the short plat. Mr. Etzel also requests removal of the last sentence of requirement #6, "Any new private road easements must be offset at least 15 feet from the short plat boundary so that setback requirements do not encroach upon neighboring properties."

RECOMMENDATION

The Planning Department recommends that the Board deny the applicant's request to eliminate the requirement of a 40-foot private road easement, including any utility easements to serve lot 2. The Planning Department recommends that the Board approve the applicant's request to remove the last sentence of requirement #6, "Any new private road easements must be offset at least 15 feet from the short plat boundary so that setback requirements do not encroach upon neighboring properties."

MOTION

The Benton County Planning Department recommends the following motion: The Benton County Board of Commissioners deny Bruce Etzel's request to eliminate the requirement of a 40-foot private road easement, including any utility easements, to serve lot 2 of this short plat. The Planning Department recommends that the Board approve the applicant's request to remove the last sentence of requirement #6, "Any new private road easements must be offset at least 15 feet from the short plat boundary so that setback requirements do not encroach upon neighboring properties."

9:15

Talking Points for County Commissioners and Council Members – RE: Online Survey

Washington State University Extension is currently engaged with the WA State Association of Counties (WSAC) in a dialogue and preparation of recommendations on 'Restructuring and Refinement' of county-based operations. The joint WSAC and WSU Extension Task Force requests your input as a county government official.

The Task Force feels it is critical to our development of a sound approach for our future and for the future of your constituents that we survey for broad-based opinion.

We would greatly appreciate you taking 5-10 minutes out of your busy schedule to contribute your input to the seven (7) questions accessed online at this link:

https://www.surveymonkey.com/s/County_Officials_Survey

This survey is open until Friday, May 13th.

There is no right or wrong answer and your responses will be anonymous and held confidentially. The Task Force will review summaries and patterns of responses and will not be able to attribute individual responses.

If you have any questions, we encourage you to contact your colleagues on the WSAC/WSU Task Force:

- Marc Boldt, Commissioner, Clark County, 360-397-2232, marc.boldt@clark.wa.gov
- Tim Farrell, County Council Member, Pierce County, 253-798-7590, tfarrel@co.pierce.wa.us
- Keith Goehner, Commissioner, Chelan County, 509-667-6215, keith.goehner@co.chelan.wa.us
- John Hankey, Commissioner, Pend Oreille County, 509-447-4119, jhankey@pendoreille.org
- Bill Knutzen, County Council Member, Whatcom County, 360-676-6690, bknutzen@co.whatcom.wa.us
- Lisa Marsyla, Commissioner, Wahkiakum County, 360-795-8048, marsylal@co.wahkiakum.wa.us
- Mark Richard, Commissioner, Spokane County, 509-477-2265, mrichard@spokanecounty.org
- Ron Wesen, Commissioner, Skagit County, 360-336-9300, ronw@co.skagit.wa.us

The overall goal of the Task Force is to continue to have a vibrant local presence of WSU Extension in every county in Washington State, to retain the powerful community connections, to optimize Extension as an organization that spans the entire university to address relevant local issues, and to continue to grow partnerships and extramural funds.

In summary, the Joint WSAC and WSU Extension Task Force has met three times since the first of March. Eight county commissioners/county council members and six WSU administrators/faculty serve on the TF.

They have reviewed our partnership agreements and how both WSU and county government contribute resources through and MOA. The TF reviewed current WSU Extension administrative structure in light of budget reductions. The TF also reviewed what other state extension services are doing in response to budget cuts in their respective states. The TF has considered in general terms possible multi-county or

regional assignments or modification to the geographic deployment of administration and of program personnel.

The TF is also looking at the revenue side of the equation. The next meeting of the TF will be Thursday, May 5 and will focus on alternative local funding models to sustain an optimum mix of local funds with the university-provided federal and state resources. Based on input received, the TF will devote time to private funding raising and WSU Campaign as it relates to county extension programs.

On May 18th the TF will review input from a statewide survey of the county partners and a survey of the WSU Extension county directors.

It is really important to consider this survey an opportunity for each and every county government funding partner to express your response to some key questions. This must occur before close of business on Friday, May 13th.

In addition, you are encouraged to seek an update at any time from representatives on the TF. The County representatives are listed above. The WSU Extension representatives are:

Randy Baldree, Agriculture Programs Director
Jim Kropf, Natural Resources Programs Director
Zena Edwards, Thurston County Interim Director
Christy Price, Grant County Director
Curt Moulton, Snohomish County Director

Thank you.
Linda Kirk Fox
Washington State University Extension
lkfox@wsu.edu

April 29, 2011

9:30

EXHIBIT LIST FOR ZC 11-01/EA11-11

Planning Commission Application Exhibit List			DATED
PCR 1 Includes:	PCR 1.1	Zone Change Application	February 23, 2011
	PCR 1.2	Application Map and Legal Description	February 23, 2011
	PCR 1.3	Environmental Checklist	February 23, 2011
Planning Commission Staff Memo Exhibit List			
PCM 1 Includes:	PCM 1.1	Staff Memo	April 1, 2011
	PCM 1.2	Map showing Zoning Districts	April 1, 2011
	PCM 1.3	Map showing Comprehensive Plan Designations	April 1, 2011
	PCM 1.4	Site Map of proposed zone change area	
	PCM 1.5	Notice of Application	March 7, 2011
	PCM 1.6	Determination Of Non Significance	March 28, 2011
	PCM 1.7	Notice of Open Record Hearing	March 28, 2011
	PCM 1.8	Comments from Benton County Fire Marshal	March 8, 2011
	PCM 1.9	Comments from Benton-Franklin Health District	March 7, 2011
	PCM 1.10	Comments from the Benton County Building Dept.	March 7, 2011
	PCM 1.11	Comments from Benton County Public Works	March 9, 2011
	PCM 1.12	Comments from Kennewick Irrigation District	March 8, 2011
	PCM 1.13	Chapter 4 - Land Use Element- Light Industrial section from the Benton County Comprehensive Plan Pgs. 4-43 & 4-44	
	PCM 1.14	Chapter 4 - Land Use Element- Interchange Commercial section from the Benton County Comprehensive Plan Pgs. 4-45	
	PCM 1.15	Comments from Dept. of Transportation	March 31, 2011
Board of County Commissioners Exhibit List			
CCM 1 Includes:	CCM 1.1	Board of County Commissioners Agenda Sheet	April 29, 2011
	CCM 1.2	Planning Commission Recommendation, Findings & Conclusions	April 19, 2011
Board of County Commissioners Hearing Exhibit List			
CCH 1 Includes:	CCH 1.1		
	CCH 1.2		
	CCH 1.3		
	CCH 1.4		

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

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

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

<p>AGENDA ITEM: MTG. DATE: May 9, 2011 9:30AM MEMO. DATE: April 29, 2011 SUBJECT: Zone Change Request – ZC 11-01 Agriculture to Light Industrial & Agriculture to Interchange Commercial by Cottonwood Commercial Plaza Prepared By: RJ Lott Reviewed By: Michael Shuttleworth</p>	<p>TYPE OF ACTION NEEDED Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other</p>	<p>Consent Agenda Closed Record Meeting X 1st Discussion 2nd Discussion Other</p>
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BACKGROUND INFORMATION

On April 12, 2011, the Benton County Planning Commission conducted an open record hearing on the request by Cottonwood Commercial Plaza to change the zoning classification for six parcels totaling 31.03 acres from Agriculture to Light Industrial and for one parcel of 36.98 acres from Agriculture to Interchange Commercial. The location of these parcels is in the North half of Section 11, Township 8 North, Range 28 East, W.M. lying South of Interstate 82. After closing the Open Record Hearing and discussing the proposed change of zoning, the Planning Commission made a recommendation to approve Zone Change Request ZC 11-01. The Planning Commission’s record and recommendation is being submitted for the Board’s review and decision. A public meeting has been set for May 9, 2011 at 9:30 a.m. to review the record and recommendation of the Planning Commission.

The Board of County Commissioners must make a final decision on the zone change application based on the Planning Commission’s Open Record Hearing held on April 12, 2011. The Board of County Commissioners cannot consider any testimony other than that testimony that was presented to the Planning Commission at their Open Record Hearings. The only information the Board can consider is the clarification of statements made at the Open Record Hearing with reference to testimony and information submitted to the Planning Commission in their record prepared for this application. Attached for the Board’s review, is an audio CD and all information presented at the Planning Commission Open Record Hearing. Also attached are the signed Planning Commission Recommendation, Findings and Conclusions.

SUMMARY

The Benton County Planning Commission has completed the open record hearing for the Zone Change application ZC 11-01 to change the zoning classification for six parcels totaling 31.03 acres from Agriculture to Light Industrial and one parcel of 36.98 acres from Agriculture to Interchange Commercial. The location of these parcels is in the North half of Section 11, Township 8 North, Range 28 East, W.M. lying South of Interstate 82. The Board of County Commissioners will consider the application and recommendation of the Planning Commission at a public meeting on May 9, 2011 at 9:30 a.m.

RECOMMENDATION

After closing the Open Record Hearing and discussing the issue, the Planning Commission voted to recommend approval of the zone change application. After reviewing the information presented, the Planning staff recommends that the Board adopt the Planning Commission’s recommendation, Findings and Conclusions and approve the proposed zone change.

MOTION

If the Board agrees with the Planning Commission and Planning Department, the Board can adopt the Planning Commission recommendation, Findings and Conclusions as their own and

approve the zone change application ZC 11-01. If however, the Board disagrees with the Planning Commission and Planning Department's recommendation then the Board will have to complete your own Findings and either approve or deny the rezone application. If based on the Planning Commission's record, you wish to complete your own findings, the Planning Department could draft the Boards findings and conclusions for the Board's approval.

RECOMMENDATION OF THE
BENTON COUNTY PLANNING COMMISSION

RE: Zone Change Request from
Agricultural to Light Industrial and
Interchange Commercial for 68
acres located in a Portion
of Section 11, Township 8
North, Range 28 East, W.M.

File No. ZC 11-1

RECOMMENDATION, FINDINGS OF FACT
AND CONCLUSIONS

RECOMMENDATION

ZC 11-1: A proposal by Cottonwood Commercial Plaza LLC to change the zoning classification of approximately 31 acres on six parcels from Agricultural to Light Industrial and one parcel consisting of approximately 37 acres be changed from Agriculture to Interchange Commercial is hereby recommended to be APPROVED. This action is based upon the following findings pursuant to RCW 36.70.600.

LEGAL DESCRIPTION

The area covered by the proposed Zone Change is generally described as a 68 acre portion of the North Half of Section 11, Township 8 North, Range 28 East W.M. located South of I-82 between Badger Road and Cottonwood Drive.

RESOLUTION

WHEREAS, the Legal notification pursuant to RCW 36.70.590 was given on March 31, 2011; and,

WHEREAS, public notice procedures were carried out including: notice to affected jurisdictions, (March 7, 2011); publication of legal notices in the Tri-City Herald (March 31, 2011); adjacent landowners (March 29, 2011); and,

WHEREAS, the public hearing was held on April 12, 2011 at 7:00 p.m. in the Planning Annex, 1002 Dudley Avenue, Prosser, WA 99350; and,

WHEREAS, the following members were present, James Wetzel, Martin Sheeran, Mark Reis, Lloyd Coughlin, James Willard, and Rick Giberson; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the record for the hearing on April 12, 2011; and,

WHEREAS, the Planning Commission considered all testimony and, after questions to those giving testimony, closed the public hearing; and,

WHEREAS, the Planning Commission at an open record public hearing held on April 12, 2011 considered the evidence submitted and voted six in favor with one vacancy to recommend **approval** of the proposal; and,

WHEREAS, the Planning Commission is entering it's written findings, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners.

FINDINGS AND CONCLUSIONS

A. A majority of the Planning Commission members find based on the evidence presented that the property subject to the zone change request is currently zoned Agricultural with parcels in the immediate vicinity also zoned Agriculture, Light Industrial and Interchange Commercial.

B. A majority of the Planning Commission members find based on the evidence presented that the neighboring property is currently a mixture of agricultural, residential, a public school and Interstate Freeway.

C. A majority of the Planning Commission members find that there has been substantial changes in circumstances since the original zoning or amendment to the subject property and/or surrounding area (i.e. changes in land use patterns in the relevant areas; changes in the property at issue or changes in public opinion relevant to the zoning) and based on the following facts they believe to be true as a result of the evidence submitted, the subject property is suitable for use as currently zoned.

1. Some of the surrounding area have been developed with rural residential.
2. The Benton County Comprehensive Plan shows this area designated as Light Industrial and adjacent properties are Light Industrial, Interchange Commercial, and Rural Lands 5.
3. Some infrastructure is available to support Industrial uses on this site.
4. The original zoning of the parcel was placed on the site prior to 1951.
5. I-82, which is located to the North of the parcel, was constructed in 1982.

D. A majority of the Planning Commission members find that the requested zone change would be consistent with the intent of the Benton County Comprehensive Plan based on the following facts that they believe to be true as a result of the evidence submitted:

1. The site is designated within the Comprehensive Plan as Light Industrial and Interchange Commercial.
2. There are residential uses within the general vicinity of the site.
3. This area is bordered by I-82 to the North and interstate rail system to the East.

E. A majority of the Planning Commission members find that the uses allowed as a result of the requested zone change would be consistent with the uses allowed under the zoning classification in effect at the time of application submittal for the surrounding area based on the

following facts that they believe to be true as a result of the evidence submitted:

1. The planning staff memo indicated that this proposed zone change designation would be consistent with the preferred land use designation contained in the Benton County Comprehensive Plan.

F. A majority of the Planning Commission members find that one or more of the uses allowed as a result of the requested zone change would not be detrimental to the owners of the neighboring properties based on the following facts that they believe to be true as a result of the evidence submitted:

1. The zone change is consistent with growth and development in the area.
2. The Light Industrial and Interchange Commercial zoning designation would not be detrimental to the existing development in the area as the nearest residence is over 1300 feet to the South.

G. Based on our conclusions with respect to issues E and F, a majority of the Planning Commission members find that approval of the requested zone change would be in the best interest of the public health, safety and welfare.

H. A majority of the Planning Commission concludes that the requirements of the State Environmental Policy Act have been met based on the following facts that they believe to be true based on the testimony:

1. An Environmental Checklist was prepared and a Determination of Non Significance was issued on March 28, 2011.
2. The staff memo indicated that the requirements of the State Environmental Policy Act have been met.

I. A majority of the Planning Commission members find that with the development of Wiser Parkway, Wiser Loop and Cottonwood Creek Boulevard adequate access of public right of ways exist.

J. The Planning Commission finds that the following described property is to be included in the Zone Change:

The six parcels to be changed from Agriculture Light Industrial are described as follows:

Lots 1 and 2 of Short Plat 2958 recorded with the Benton County Auditor on September 19, 2006, AF 2006-030891.

And

Lots 1, 2, 3 and 4 of Short Plat 3278, recorded with the Benton County Auditor on September 13, 2010, AF 2010-026146.

The parcel to be changed from Agriculture to Interchange Commercial is described as follows:

Parcel 2 as shown on Record Survey 4164, recorded with the Benton County Auditor on November 30, 2010, AF 2010-035157.

A majority of the Planning Commission members find that all of the facts set forth in the attached Planning Department Staff Report are accurate.

THEREFORE BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion, adopts these findings and conclusions with respect to File No. ZC 11-1, and the Zone Change Request proposed by Cottonwood Commercial Plaza LLC is hereby recommended for APPROVAL to the Board of County Commissioners.

 4/19/11
MARTIN SHEERAN, Chairman DATE
BENTON COUNTY PLANNING COMMISSION

9:35 am

Executive Session – Potential Litigation

R Brown

9:50 am

Executive Session - Potential Litigation

D Sparks / S Perry

10:10

Request For Proposal 2012 Digital Orthophotography

1. RFP Purpose

The purpose of this Request for Proposal (RFP) is to receive proposals for selection of a Contractor to provide professional services for Benton and Franklin Counties hereinafter called and jointly referred to as the "Counties" for the 2012 Digital Orthophotography Project.

This RFP does not constitute a contract for services performed or to be performed. This project will include the following key components:

- Aerial Photography
- Ground Control
- Aerial Triangulation
- DEM/TIN Enhancement
- Digital Orthophotography

All proposals submitted become the property of the Counties and will not be returned. The Counties are not responsible for any costs incurred by the respondent in the proposal preparation, presentations, site visits, or benchmarks performed.

2. Project Overview

Benton and Franklin Counties are among the fastest growing counties in Washington State. To keep up with growth and the associated public services the counties are continually updating their GIS base maps.

The purpose of this RFP is to receive proposals to acquire new color digital orthophotography in the year 2012 with options through the year 2016 by mutual agreement.

2.1 Project Area

The defined project areas with approximate size are as follows (See Attachment A - Fee Proposal Forms and Attachment B - Project Area Maps):

2.1.1 Benton County Project Areas

2.1.1.1 Benton County: 1760 sq miles (excluding Urban Project Areas sq miles) at 12-inch pixel resolution or better