

November 1, 2010

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Meeting - Budget Workshop
October 19, 2010, 8:15 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Leo Bowman
Commissioner Max E. Benitz, Jr.
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Finance Manager Keith Mercer; Assessor Barb Wagner; Auditor Brenda Chilton, Rosie Sparks and Pat Powell, Auditor's Office; Dave Pettey, Sheriff's Office; Central Services Manager Randy Reid; Superior Court Administrator Pat Austin; Superior Court Judge Carrie Runge; Treasurer Duane Davidson; Superior Court Judge Cameron Mitchell; Juvenile Administrator Sharon Paradis; Jennifer Bowe, Juvenile; Deputy Treasurer Erhiza Rivera and Nick Kookier; District Court Judge Terry Tanner; District Court Administrator Jacki Lahtinen; Dixie Jameson and Reva Kirby, District Court.

Assessor

Barb Wagner reviewed her requests including reinstating a full-time Personal Property Specialist position that was cut to half-time last year. She said she needed to bring back the position to full-time to reduce the bottleneck that was happening. Additionally, she requested money in the Engineer Services line item for car repairs performed by the Road Department.

The Board briefly recessed, reconvening at 8:45 a.m.

Juvenile

Sharon Paradis, Jennifer Bowe, and Judge Mitchell presented the proposed Juvenile budget. Ms. Paradis said her department was 30% dependent on non-county funds and they took a 5% reduction last year, 10% this year, and anticipated approximately 6% for 2011. The requests included an additional probation counselor and work crew counselor; three detention officers and associated relief; 100% Juvenile Drug Court program; increased security; vehicle maintenance; and reclassification of Administrative Services Manager to grade 18. Additionally, Ms. Paradis discussed the guardian ad litem program and said if they couldn't provide volunteers, they were required by law to provide attorneys.

Ms. Paradis stated they met with Franklin County a week ago, but do not have a clear picture of what they were considering.

Chairman Beaver discussed the formula for bi-county Juvenile operations and that he believed it should be changed. Ms. Paradis said she agreed the legwork and research needed to be done so the costs could be formulated and Judge Mitchell said they were willing to facilitate that process.

Commissioner Bowman asked Ms. Paradis if she would have done anything different in light of the previous budget cuts and whether the bi-county percentage was evaluated on an annual basis. Ms. Paradis said she would not change the cuts they made because they evaluate the programs on a regular basis and the percentage was evaluated yearly (but averaged over five years).

Commissioner Benitz asked if Juvenile was requesting the County to fund the state's proposed reductions and Ms. Paradis said no, they were knocking on the State's door. Additionally, he asked about uncollected fines and forfeitures and Ms. Paradis said they didn't anticipate collecting at a higher rate for juveniles. However, once they turned 18, they could be converted to judgments and the Clerk's office had taken over that responsibility to collect into their adult years.

Superior Court

Pat Austin, Judge Mitchell and Judge Runge presented the Superior Court budget. Ms. Austin said the Court knew that not all of the needs could be met, but they wanted the Board to be aware of them and discussed the following requests: Court Commissioner increase from ½ time to full time (Ms. Austin provided information on the State's estimated need of 9.61 judicial officers and they were currently staffed at 8.5); Secretary/Receptionist position (grade 4); Adult Drug Court program; clothing allowance for bailiffs; jury supplies; messenger service, postage, and print/bindery; association dues; change in Family Court Services program from telephone line item to Blackberry phone.

Commissioner Bowman asked about funding commitments from the community for Drug Court and Ms. Austin confirmed that Andy Miller was very confident all the money would be received.

David Sparks discussed the proposed increase in user fees for Drug Court offsetting the cost of the program. Ms. Austin said they used conservative numbers based on what was projected and received in the past. Mr. Sparks said if it was approved, maybe it could be adjusted based upon participation fees between Benton and Franklin County.

Judge Runge stated the Court's priority request would be an increase in court commissioner from ½ time to full time.

District Court/Probation

Judge Tanner, Jacki Lahtinen, and Reva Kirby discussed the District Court/Probation Assessment budget. They discussed the following budget requests: Judge Pro Tem; Prosser part-time Clerk position (18 months during the two-year budget); supplies; professional services

(court interpreter program); social security, and possible impacts from a retiring judge and increased salary for judges.

Prosecuting Attorney

Andy Miller and Margaret Ault (via/videoconference) reviewed the Prosecuting Attorney's budget. Mr. Miller said a couple of things were up in the air with the State (typically it would not affect current expense, but a special fund) and he said they would have to adjust accordingly once they heard from the State. Additionally, he was waiting to hear about the West Richland contract. He said he had not filled that position and was waiting to see if they approved the contract.

Commissioner Benitz asked about whether the funding request for Drug Court included 30 participants or 45 and Mr. Miller said it was 45 and based on the information received from Superior Court.

Budget Recap

The Board rescheduled the budget recap for November 2, 2010 at 9:00 a.m.

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

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Special Meeting - Budget Workshop
October 20, 2010, 8:15 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Leo Bowman
Commissioner Max E. Benitz, Jr.
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Finance Manager Keith Mercer; Marianne Ophardt, WSU Benton County; Clerk Josie Delvin and Deputy Clerk Jackie Hill; Treasurer Duane Davidson; Auditor Brenda Chilton; Pat Powell and Rosie Sparks, Auditor's Office; Central Services Manager Randy Reid; Coroner Rick Corson; Dave Pettey, Sheriff's Office; Sheriff Larry Taylor, Julie Thompson and Captain Steve Keane; Deputy Treasurer Erhiza Rivera and Nick Kooiker.

Clerk Departments

Josie Delvin and Jackie Hill presented the Clerk Department budgets. Ms. Delvin discussed her requests as follows: new Archive Records Manager position (70% paid from Auditor O & M 15% Clerk Collection, and 15% current expense); postage, training, computer software; and temporary help in Clerk Collection Fund. Additionally, Ms. Delvin discussed the revenue received for 2010 and the legal obligation docket (will be adding \$250.00 filing fee back to debtor on the judgment). Ms. Delvin also said the report on Juvenile collection cases indicated almost 3,000 cases over \$4 million and only 150 cases they could currently collect on. They were working on getting jurisdiction for some and what action they could take on cases where they had already lost jurisdiction.

WSU Extension

Marianne Ophardt reviewed the WSU Benton County Extension budget and the following requests: publications; fuel (if a county car were approved); messenger services; postage; mobile broadband services; two additional Blackberry phones; county vehicle maintenance; software upgrade; vehicle rental/replacement; and a new vehicle.

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

Coroner

Rick Corson presented his budget and requested a part-time deputy coroner and increase in fuel.

The Board recessed, reconvening at 9:45 a.m.

Sheriff

Sheriff Larry Taylor, Julie Thompson, and Captain Steve Keane presented the Sheriff budgets as follows:

Animal Control: originally budgeted for 9 months, increase is for minimum funds for two-year budget.

Dept. 118 - Sheriff Administration: postage meter; printers, monitors, fax machine, scanners.

Dept. 119 – Sheriff Clerks & Records: postage meter; background checks (asking to be fully funded because all reimbursed by State); scanners, licenses, and expansion module for IP phones.

Dept. 120 – Corrections: Overtime; operating supplies; kitchen supplies; ammunition; computer hardware and software.

Dept. 121 – Corrections/Medical: temporary help; two defibrillators; medical supplies; computer hardware and software; capital outlay for tracking inmate health care. Sheriff Taylor said there was an RFP out for medical services in the jail and this purchase would not be needed if the county decided to contract for medical services.

Dept. 121 – Sheriff Patrol: fuel; new vehicles; professional services; computer hardware for forensic analysis.

Dept. 125 – Sheriff Traffic Control: fuel and two new vehicles.

Work Crew 3 - Litter Patrol: Sheriff Taylor said it was funded at 50% from the State and that funding ended in July 2010, with no anticipated funding for the biennium (cost \$80,000 to \$85,000). He said if the County decided to eliminate the program, the sooner the better because his current work crew officer would be ending work at the end of this month so there would not be a layoff.

Inmate Benevolence Fund: Sheriff said the profit margin might increase from year to year, but it was not currently in line with increased wages and benefits. He recommended pulling out a trustee officer and moving to Dept. 120 so all the entities shared in the cost and also moving the AIS system to Dept. 120.

Sheriff Taylor also discussed requested purchases from Jail Depreciation and a vehicle replacement for the work crew.

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

Treasurer

Duane Davidson, Erhiza Rivera, and Nick Kooiker presented the Treasurer's budget and discussed the following requests: office supplies; professional services; bond fees; tax statement services; postage; association dues. Mr. Davidson said that if nothing else was approved, they would ask for postage because they were phasing out the Central Services administrative fee mail service (overall would be a reduction).

Additionally, he said the company that owned the tax processing software was pushing to use their new program. He said he was in favor of developing a statewide system since they were at the whim of these software companies. As an FYI, Mr. Davidson said the State Auditor had asked the Attorney General for an opinion about special revenue funds retaining interest and that it could have a major impact on the current expense level.

Auditor

Brenda Chilton reviewed the Auditor's budget and discussed the following requests:

O & M Budget: new position in Clerk's office.

Election Reserve: borrowed money from professional services to pay for tabulation and would like that restored; voter registration efforts (includes a new line item for small registration fees, offset from repair/maintenance); training.

Ms. Chilton said that almost all the Auditor's short-term goals have been met, they were working on long-term goals, and would focus on low-cost and no-cost items at this time.

Budget Recap

David Sparks said since the Board was waiting until November 2 for the budget recap, would it approve moving over funded non-current expense items so the only thing left to deal with would be current expense after November 2.

The Board agreed.

With no further business before the Board, the meeting adjourned at approximately 11:10 a.m.

Clerk of the Board

Chairman

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
October 25, 2010, 8:30 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman James Beaver
Commissioner Leo Bowman
Commissioner Max E. Benitz, Jr.
County Administrator David Sparks
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy Administrator Loretta Smith Kelty; Adam Fyall, Community Development Coordinator; Finance Manager Keith Mercer; Personnel Manager Melina Wenner; Facilities Manager Roy Rogers; Ed Thornbrugh, Human Services; Erhiza Rivera and Nick Kooiker, Treasurer's Office; Auditor Brenda Chilton; DPA Ryan Brown; Steve Becken, Sue Schuetze, Malcolm Bowie, Larry Moser, Norm Childress, and Bryan Thorp, Public Works Department.

Workshop Agenda

WSAC Legislative Steering Committee

Commissioner Bowman briefly reported on the last meeting and provided information to the Board, asking them to forward any thoughts to him. Commissioner Benitz requested a copy be sent to the Planning Dept.

Moderate Risk Waste Center

Commissioner Bowman discussed the letter from the City of Richland regarding the waste center that burned in July and suggested they meet to see what direction the entities wanted to go, since there was not any funding. Chairman Beaver said he would be working with Adam Fyall on the issue.

Request for Personal Information from Commissioners

Ed Thornbrugh said the federal government was reviewing the Washington State Medicaid plan and they had asked the RSN to come up with a system to monitor providers and decision makers. The system would monitor those in charge of how Medicaid money would be spent to make sure anyone who was an excluded provider was not benefiting from Medicaid delivery. Commissioner Benitz said they were requiring the Commissioners to submit names, birthdates,

and social security numbers, as the policymakers of those disbursed funds. Mr. Thornbrugh said he would work with Personnel to get the required information.

Request for New Van – Veterans’ Assistance Fund

Brenda Chilton said her office told the individual making the request that they would review the issue and bring a recommendation to the Board.

Yakima River Enhancement

Commissioner Benitz said that he and Adam attended the last meeting and they were trying to move forward with appropriate steps for implementation of the plan. He said there was discussion of the importance of instream flow below Parker Dam and the number of fish improved. However, the four projects identified would not improve instream flow below Parker Dam. Commissioner Benitz presented two letters (white papers) for approval that identified a plan of action for all possible sites for additional storage.

Commissioner Bowman said he felt the letter with the hydrolic modeling would be more appropriate to submit, however, would tend to support either letter. Chairman Beaver said he was in favor of anything that improved the program and that kept the tribes in the program. He said he was not hung up on the hydrolic modeling, but just wanted to see one letter from the committee that the Board could agree on, without pitting Benton County against another county.

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

Approval of Minutes

The Minutes of October 18, 2010 were approved as corrected.

Consent Agenda

MOTION: Commissioner Benitz moved to approve the consent agenda items “a” through “u”, pulling “e” (Line Item Transfer – Commissioners’ office). Commissioner Bowman seconded and upon vote, the Board approved the following:

Auditor

- a. Line Item Transfer, Fund No. 0111-101, Dept. 000

Clerk

- b. Line Item Transfer, Fund No. 0000-101, Dept. 106

Commissioners

- c. Notice of Completion of the Financial Impact Statement for Removal of Benton County Seat
- d. Benton County Mosquito Control Board Reappointment
- f. American Diabetes Proclamation

Facilities

- g. Line Item Transfer, Fund No. 0000-101, Dept. 110

Fairgrounds

- h. Notice of Completion for Utility Infrastructure Services by Routh Consulting Engineers, Inc.
- i. Contract w/Godwin Ventures Inc for Leak Detection and Repair Services
- j. Lease Agreement w/Benton-Franklin Marine Corps League, Toys for Tots

Human Services

- k. Amended Contract, #09/11-MHPIHP-LCS-01, w/Lutheran Community Services Northwest
- l. Appreciation of Administrative Board Members

Juvenile

- m. Line Item Transfer, Fund No. 0115-101, Dept. 172
- n. Approval of One Time Payment for Excess Compensation Benefit Charges
- o. Approval of One Time Payment for Electrical Panels and Computer Upgrades

Parks

- p. Contract w/Ray Poland & Sons Inc for Removal of Boat Dock @ Two Rivers Park

Public Works

- q. Interlocal Cooperative Agreement – Keene Road Widening
- r. Authorization for Public Hearing for Right of Way Vacation of Bofer Canyon Road

Superior Court

- s. Line Item Transfer, Fund No. 0000-101, Dept. 123
- t. Transfer of Vehicle Authorization
- u. Amended Fee Schedule for Court Appointed Special Advocate

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

PEDA Quarterly Update

Deb Heintz, PEDA introduced Elisa, the new manager for the Downtown Historic Prosser Association and briefly discussed the fundraiser for the new benches and scarecrow contest.

Marv Kinney and Scott Keller (Port of Benton) also updated the Board on the following:

- Clore Center – new outdoor event center under construction
- EDA - state funding application is on priority listing
- Award from American Planning Association - one day workshop – will receive a report on long-range planning
- Vintners Village Phase 2 - 1.5 million loan from HAEFIC
- Crow Butte –restrooms being remodeled
- Airport remodel is complete

WSU 4-H Update

Marianne Ophardt and Natalie Kinion, WSU Extension 4-H programs for Benton & Franklin Counties updated the Board on the following events:

- All-Club Community Work Day – Cleanup at Fairgrounds (over 200 volunteers)

- Finishers at 4-H State Fair
- Teen Rally – Southern District - for leadership development; next week Benton-Franklin County will host that event
- All Club - TC Union Gospel Mission event in December - goal is to fill a horse trailer with items for the Mission
- Fall training for volunteer leaders
- Grant received for robotic team - statewide competition
- Gear-up for Fair Day - March

Wiser Parkway – Cost Sharing

Steve Becken summarized the letter to the Board regarding the proposed cost-sharing agreements for the Wiser Parkway. Commissioner Benitz asked if the railroad project was anticipated to be more than \$700,000 and Mr. Becken said they didn't believe so at this time.

Mr. Becken asked for direction to the questions asked in the letter and the Board responded as follows:

1. Will the county share in the cost of the road construction?
Answer: Yes.
2. Do you want a commitment from Wisers or Cottonwood Commercial Plaza regarding cost sharing on the railroad crossing, if so, can we insert that into the agreement?
Answer: Yes, if it goes over \$700,000 someone will have to pay for that (Steve will include that in the agreement).
3. What roads should be covered by the agreement? All of the roads or only the road adjacent to our property?
Answer: Commissioner Bowman said it was his understanding we would pay for our share. The Board agreed Wiser Parkway only – improvements in front of the county property.
4. How do you want to determine our cost?
Answer: Acreage.
5. How much documentation of costs to you want?
Answer: Full documentation and disclosure (what we normally do).
6. Who do you want to prepare the agreement?
Answer: Public Works will prepare the agreement.
7. Where are funds coming from?
Answer: Capital Improvement Fund.

2011 Annual Road Program

Malcolm Bowie, Steve Becken and Larry Moser presented the revised 2011 Annual Road Program. Mr. Bowie said they went back and reviewed the purchase of new equipment and the consensus was the need to purchase a trailer mounted jet rodder (this would also allow the department to have a maintenance program for the culverts). Additionally, they underestimated the cost for new dump trucks and the difference was about \$15,000 in additional money over what was estimated.

Commissioner Benitz said he wanted to include the purchases into ER&R and also requested construction of Travis Road (the farm to market road) be included and asked for \$1.5 million in funding be included for this project.

Commissioner Bowman said he did not know what that impact might be and the Capital Plan had not been adopted yet. He said he was not ready to move on this yet because he didn't know what impact it would have on other projects and he would need an analysis. He said he hoped to be ready in another week.

Executive Session - Union Negotiations

The Board went into executive session at 10:05 a.m. for approximately 10 minutes with David Sparks and DPA Steve Hallstrom (via/video conference) to discuss union negotiations. Also present were Ryan Brown, Melina Wenner, Loretta Smith Kelty and Cami McKenzie. The Board came out at 10:15 a.m. Mr. Brown announced the Board discussed union negotiations but took no action.

Executive Session - Pending Litigation

The Board went into executive session with DPA Ryan Brown at 10:15 a.m. for approximately five minutes to discuss pending litigation. Also present were Susan Walker, David Sparks, Cami McKenzie, Melina Wenner, and Loretta Smith Kelty. The Board came out at 10:19 a.m. Mr. Brown stated the Board discussed pending litigation but took no action.

MOTION: Commissioner Benitz moved to direct the Planning Department to review the decision of the Hearings Board regarding the West Richland case, respond to the order of non-compliance, and bring the issue back as appropriate to the Planning Commission and Board of Commissioners. Commissioner Bowman seconded and upon vote, the motion carried unanimously.

Consent Agenda Item "e" - Line Item Transfer, Fund No. 0000-101, Dept. 107

Commissioner Bowman said it would be appropriate to approve the line item transfer for travel since the Board members needed to be proactive and travel was required. Commissioner Benitz said he was not in support of it with the present budget situation.

MOTION: Commissioner Bowman moved to approve item the consent agenda item “e”. Chairman Beaver seconded and upon vote, the motion carried with Commissioner Benitz opposing.

Vouchers

Check Date: 10/22/2010
Warrant #: 20603-20982
Taxes #: 10101
Total all funds: \$918,211.43

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

Resolutions

- 10-625 Line Item Transfer, Fund No. 0111-101, Dept. 000
- 10-626 Line Item Transfer, Fund No. 0000-101, Dept. 106
- 10-627 Notice of Completion of the Financial Impact Statement for Removal of Benton County Seat
- 10-628 Benton County Mosquito Control Board Reappointment
- 10-629 American Diabetes Proclamation
- 10-630 Line Item Transfer, Fund No. 0000-101, Dept. 110
- 10-631 Notice of Completion for Utility Infrastructure Services by Routh Consulting Engineers, Inc.
- 10-632 Contract w/Godwin Ventures Inc for Leak Detection and Repair Services
- 10-633 Lease Agreement w/Benton-Franklin Marine Corps League, Toys for Tots
- 10-634 Amended Contract, #09/11-MHPIHP-LCS-01, w/Lutheran Community Services Northwest
- 10-635 Appreciation of Administrative Board Member
- 10-636 Appreciation of Administrative Board Member
- 10-637 Line Item Transfer, Fund No. 0115-101, Dept. 172
- 10-638 Approval of One Time Payment for Excess Compensation Benefit Charges
- 10-639 Approval of One Time Payment for Electrical Panels and Computer Upgrades
- 10-640 Contract w/Ray Poland & Sons Inc for Removal of Boat Dock @ Two Rivers Park
- 10-641 Interlocal Cooperative Agreement – Keene Road Widening
- 10-642 Authorization for Public Hearing for Right of Way Vacation of Bofer Canyon Road
- 10-643 Line Item Transfer, Fund No. 0000-101, Dept. 123
- 10-644 Transfer of Vehicle Authorization
- 10-645 Amended Fee Schedule for Court Appointed Special Advocate
- 10-646 Line Item Transfer, Fund No. 0000-101, Dept. 107

There being no further business before the Board, the meeting adjourned at approximately 10:20 a.m.

Clerk of the Board

Chairman

a

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

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

WHEREAS, The County has accumulated a large amount of surplus personal property and space availability is limited; and

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

WHEREAS, the Personal Property Manager has determined that the personal property on Attachment A is not desired by any other County department or office; and,

WHEREAS, all the items listed have an estimated value between \$50 and \$2,000; and,

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

BE IT RESOLVED, that, based on the recommendation of the Personal Property Manager, all items included on Attachment A are hereby surplused and

BE IT FURTHER RESOLVED, that the personal property listed in Attachment A shall be sold at public auction on November 6, 2010 by Booker Auction Company; and upon unsuccessful sale of surplus items, shall be disposed of under the terms of the agreement with Booker Auction Company, Attachment B, and,

BE IT FURTHER RESOLVED, that the Chairman of the Board of County Commissioners is hereby authorized to sign the attached "Auction Sale Agreement", Attachment B, authorizing Booker Auction Company to sell the listed equipment at public auction on November 6, 2010, and

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

Dated this _____ day of _____, 20__.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

Prepared by P. Powell

Surplus vehicles to be sold at auction November 6, 2010.

	Year		VIN #	Title #	
1	1986	International/Johnston Street Sweeper	2HTNFHYN5GCB10697	8607804905	ER & R
2	1992	Dodge D 250 Pickup 4X2 Reg Cab ¾ T	1B7JE26Y6NS617350	9209408303	ER & R
3	1992	Dodge D 250 Pickup 4X2 Reg Cab ¾ T	1B7JE26Y8NS617351	9209408301	ER & R
4	1997	Chevrolet S-10 Pickup 4X4 Ext Cab	1GCDDT19X2VK195965	9710703303	ER & R
5	1997	Chevrolet S-10 Pickup 4X4 Ext Cab	1GCDDT19XXVK196667	9710703305	ER & R
6	1998	Jeep Cherokee 4X4 Wagon	1J4F68S6WL199797	9805103127	ER & R
7	1999	Ford Taurus (Engine NO GOOD)	1FAFP52U2XG205958	9910302905	ER & R
8	1999	Jeep Cherokee 4X4 Wagon	1J4FF28S7XL615772	9910403025	ER & R
9	2000	Jeep Cherokee 4X4 Wagon	1J4FF28S1YL222738	0008203202	ER & R
10	2002	Ford Ranger Pickup 4X4 Ext Cab	1FTZR15E12PA96965	0212203302	ER & R
11	1990	Ford Van	1FBJS31M5LHA61923	0227002717	Juv
12	2005	Ford Crown Vic Police Interceptor	2FAHP71W35X147812	0509703024	CE
13	2005	Ford Crown Vic Police Interceptor	2FAHP71WX5X147810	0509703022	CE
14	2005	Ford Crown Vic Police Interceptor	2FAHP71W35X147809	0509703021	CE
15	2005	Ford Crown Vic Police Interceptor	2FAHP71WX5X147807	0509703019	CE
16	2005	Ford Crown Vic Police Interceptor	2FAHP71W85X147806	0509703018	CE
17	2005	Ford Crown Vic Police Interceptor	2FAHP71W65X147805	0509703017	CE
18	2005	Ford Crown Vic Police Interceptor	2FAHP71W45X147804	0509703016	CE
19	2003	Ford Crown Vic Police Interceptor	2FAHP71W03X193014	0310803005	CE
20	1997	Ford Taurus	1FALP52UXVG275482		CE

Shop Equipment or MISC

mmco Brake Lathe

Three boxes of Misc old stock parts purged from inventory

Auction Sale Agreement

It is hereby mutually agreed by and between Booker Auction Co., and Patrick Powell (Owner / Agent)

7BA Benton County Auditor's Office Address PO Box 470 Prosser, WA 99350
Phone (509) 786-5614 Cell Fax (509) 786-5528 Email

as owner, in consideration of the several promises set forth, and for value received as follows:

- Booker Auction Co. agrees to sell Owner's personal property at public auction at the time and place hereinafter stated:
- Date of Auction: November 6, 2010
- Location Booker Auction Company, 31 Eltopia W. Rd, Eltopia, WA 99330
- Owner hereby gives Booker Auction Co. the **EXCLUSIVE RIGHT TO SELL** the following described personal property: (complete list attached as Exhibit "A").

Furthermore, owner agrees that all items listed will be included in the auction. **NO ITEMS WILL BE SOLD OR OTHERWISE DISPOSED OF PRIOR TO SALE DATE.**

- Owner hereby employs Booker Auction Co. to conduct said auction, and agrees to compensate them therefore a sum equal to EIGHT (8 %) percent of the gross proceeds of the auction, at a minimum commission of \$5 per lot, payable forthwith after the conclusion of the auction, from the proceeds thereof. Special Conditions: Owner agrees to pay for their **PRO RATA SHARE** of all promotional expense **BASED ON GROSS SALES** and the cost of any special equipment and/or materials required to load, haul, organize, conduct, or clean up after said auction, from the proceeds thereof.
 - Booker Auction Co. reserves the right to sell all goods according to marketability of the goods and refuse non-saleable items. Owner shall be responsible for the removal and disposal of items deemed unsafe or non-saleable, and agrees to pay any charges or fees accrued as a result thereof.
 - Owner warrants that all property to be sold is free and clear of all liens and encumbrances. If not, Owner is required to provide the contact information for loan officer(s) of such lending institutions within three (3) days of signature of this Agreement. Owner further hereby authorizes the loan officer/lender of secured collateral to discuss and disclose to Booker Auction Company the lien holder's name, address, account number, and the balance due required paying off each item. Research to acquire non-provided lien status will be billed at cost plus \$50/ hour by Booker Auction Company

Lienholder	Address/Telephone	Account No.	Contract No.

- Owner shall be responsible for any charges or fees accrued to guarantee clear title or to pay off liens on any item sold at auction. Owner gives his consent to Booker Auction Co. to pay off any liens, encumbrances, and unpaid current or advance personal property taxes on property sold at auction, from the proceeds thereof.
- Owner will not be permitted to apply auction proceeds as a credit against auction purchases when secured by any UCC perfected creditor.
- In the event of any dispute on secured or encumbered personal property sold, Owner authorizes Booker Auction Co. to deduct costs and attorney fees and interplead the balance of the proceeds into the courts.

- Owner authorizes Booker Auction Co. to accept cash, personal check, or certified funds made payable to Booker Auction Co., and/or VISA or MASTERCARD bank cards for payment of items sold.
 - Owner agrees a five percent (5%) purchase premium will be added to the bid price of all items sold, to be countered by a five percent (5%) discount for cash payment made day-of-sale. Booker Auction Co will retain the 5% purchase premium resulting from payments made by credit/debit cards to offset merchant account fees.

- Booker Auction Co. acts as an agent only for the owner. Owner shall assume **ALL RISK OF LOSS** (i.e. theft, fire, vandalism) until such property passes to purchaser. Owner shall at Owner's expense defend, indemnify, and hold Booker Auction Co. harmless from all claims, false, fraudulent, and negligent misrepresentation.

- In the event of non-payment by a bidder, Booker Auction Co., at its sole discretion may elect to (a) offer Property at a future auction, (b) cancel the sale and return Property to Owner. Booker Auction Co. shall not, under any circumstances, be liable for any consequential damages to Owner as a result on non-payment by a bidder. Booker Auction Co. agrees to pursue prudent legal means to collect non-paid funds or recover the equipment. Owner agrees to cooperate with all collection efforts and participate with any collection costs.

- Booker Auction Co. **WILL** charge a Buyer's Premium of ten percent (10%) on all bids \$2500 or less and retain said Premium.

- Owner is notified that there **WILL** be other consignors included in this auction.
- Owner agrees to accept highest offer or bid received on auction day without reservation.
 - In the event that Owner requires "a reserve price" on any particular item, Owner must notify Booker Auction Co. of this reserve price **AT THE TIME OF SIGNING** this contract. A EIGHT (8 %) percent "No Sale" fee on the highest bid received, with a \$5 minimum commission per item, will be charged on all items not sold subject to a reserve price. **RESERVE PRICE \$** _____

- Owner agrees to furnish all title of ownership or copies of titles, on any licensed vehicle being sold by Booker Auction Company prior to auction date. **Proceeds from sale of licensed vehicles WILL NOT BE DISBURSED until Vehicle Certificates of Title, Release of Title Interest, or notarized Affidavit of Lost Title has been delivered to Booker Auction Co.**

- Owner agrees to have said items ready for auction one day prior to contract auction date. In the event said Owner elects not to organize and prepare items for auction, Owner agrees to pay the costs of moving, cleaning, organizing, and/or needed repairs to ready the items.

- Owner agrees to allow purchasers ample time to remove items from auction site.
 - Owner agrees to furnish a loader and assist in loading for N/A days after auction date.
 - Owner agrees to pay for the rental of a loader and the cost of an operator for N/A days after said auction.

- Owner **WILL** agree to allow Booker Auction Company to bid, or to bid on behalf of absentee buyers.

- Booker Auction Co. agrees:
 - To advertise and promote said auction in a professional manner.
 - To assist and advise Owner in the order and manner of property organization for auction event.
 - To auction or negotiate the highest bid.
 - To require positive identification of all purchasers.
 - To clerk and cashier sale and to provide Owner with a complete printed record upon finalization of sale.
 - To furnish Owner a complete statement of expense & consignor proceeds within 21 days of sale event, **PROVIDED**, all certificates of title, liens, leases, and encumbrances have been settled to guarantee clear title of consigned properties.

- This agreement shall be binding upon the heirs, assigns, and successors of interest in the parties hereto. The venue for any action brought to enforce the terms of this agreement shall be in Franklin County, Washington.

- Booker Auction Co. is acting solely as agent to the Owner and may not be held liable for any accident or injury before, during, or after said auction. Owner agrees to indemnify and hold Booker Auction Co., its agents and employees, harmless from all such claims and shall defend the same at Owner's expense.

- Owner hereby agrees to maintain insurance on all items held for auction until ownership transfers.

- There are no other verbal or written agreements, which could modify or affect this agreement unless attached in writing as Exhibit B and signed by both parties. Similarly, Owner warrants that the decision to enter into this agreement is not predicated upon any past or present property evaluation expressed by Auctioneer, either written or verbal.

- Owner hereby certifies legal title and authority to sell the above mentioned items at auction and shall provide Auctioneer with Corporate Resolutions confirming corporation approval, if applicable.

- The terms and conditions of this agreement become effective immediately upon signature of both parties and shall include any sale of listed personal property before, during, or within 30 days following said Auction date.

- Facsimile transmissions of any signed original document and retransmission of any signed transmission shall be the same as transmission of any original. At the request of either party, the parties will confirm facsimile transmitted signatures by signing the original document.

Owner S/S or UBI No. Date

Owner S/S or UBI No. Date

Camille Booker
Booker Auction Company By:
10-22-10
Date:

Consignor: 1038
Consignor requests proceeds check be:
Mailed to Address Above _____ Initial _____
Picked Up _____ Initial _____



Attachment B

b

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 103

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 , 20

Chairman of the Board

Member

Member

Attest:

Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

EXHIBIT A

BENTON COUNTY
LINE ITEM TRANSFERS

Resolution No. _____

DEPARTMENT: Board of Equalization

DEPARTMENT NO. 103

FUND NAME: Current Expense

FUND NO. 0000-101

TRANSFER FROM:

TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM 4 digit	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514,240	1190	Secretary	\$890	514,240	4301	Travel	\$890
514,240	1190	Secretary	\$520	514,240	1188	Director	\$520
514,240	1187	Director	\$325	514,240	1188	Director	\$325
514,240	1189	Director	\$130	514,240	1188	Director	\$130

EXPLANATION:

Due to a high volume of appeals this Board year these funds need to be transferred.

Prepared by: Peggy Brown

Date 10.27-10

Approved

Denied

Date _____

Chairman

Chairman Pro Tem

Member

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARD OF BENTON COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT BETWEEN BENTON COUNTY, BENTON COUNTY DISTRICT AND THE STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS and

WHEREAS, Jacki Lahtinen, District Court Administrator, believes it is in the best interest of the District Court that the Agreement between State of Washington Administrative Office of the Courts and Benton County District Court be approved as presented for the term commencing July 1, 2010 and terminating on June 30, 2011,
NOW, THEREFORE

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

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

INTERLOCAL COOPERATIVE AGREEMENT ICA11072
BETWEEN
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON COUNTY

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (“AOC”) and BENTON COUNTY (“Contractor”) a political subdivision of the State of Washington, for the purpose of distributing funds for court interpreter expenses to the Benton County District Court (“Court”).

1. DEFINITIONS

For purposes of this contract, the following definitions shall apply:

- a. “Certified Interpreter” means an interpreter who is certified by the administrative office of the courts, as defined in RCW 2.43.020 (4). The names and contact information of certified interpreters are found, and incorporated herein by reference, at www.courts.wa.gov/programs/orgs/pos_interpret/.
- b. “Registered Interpreter” means an interpreter who is registered by the administrative office of the courts, as defined in RCW 2.43.020 (6). The names and contact information of registered interpreters are found, and incorporated herein by reference, at: www.courts.wa.gov/programs/orgs/pos_interpret/.
- c. “Qualified Interpreter” means a spoken language interpreter as defined in RCW 2.43.020 (2), or sign language interpreter as defined in RCW 2.42.110 (2).
- d. “Qualifying event” means a court interpreted event meeting any of the following criteria and the Funding Conditions found, and incorporated herein by reference, at: <http://inside.courts.wa.gov/index.cfm?fa=controller.showPage&folder=courtInterpreter&file=interpreterStateFunding> :
 - If the language interpreted is a language for which there are certified spoken language interpreters, the event was interpreted by a certified interpreter who was paid fifty dollars per hour.
 - If the language interpreted is a language for which there are registered spoken language interpreters, the event was interpreted by a registered interpreter who was paid fifty dollars per hour.
 - If the language interpreted is a language for which there are registered spoken language interpreters, and the court made diligent efforts to secure a registered interpreter yet none was reasonably available, and the event was interpreted by a qualified interpreter.
 - If the language interpreted is a language for which there are no certified or registered spoken language interpreters, the event was interpreted by a qualified interpreter.
 - If the event was interpreted by a qualified sign language interpreter.

d

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 111.

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: District Court Dept Nbr: 111
 Fund Name: Current Expense Fund Nbr: 0000-101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.400	1310	Court Recorder Clerk	\$5,467	512.400	3507	non replacement computers	\$5,467
TOTAL			\$5,467	TOTAL			\$5,467

Explanation:

AOC replacement computeres, bill needs to be paid before reimbursement to county

Prepared by: Jacki Lahtinen Date: 27-Oct-2010
 Approved Denied Date: _____

 Chairman

 Member

 Member

**BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET**

COPY
e

AGENDA ITEM	TYPE OF ACTION NEEDED	
Professional Services Agreement Bruce Heating & Air Conditioning Prepared By: Maria Loera	<input checked="" 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	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services would like enter into a Professional Services Agreement with Bruce Heating & Air Conditioning. Bruce Heating & Air Conditioning is to provide Heating, Ventilation and Air Conditioning services for the Department of Human Services.

SUMMARY

Award: Shall not exceed \$15,000.00, including sales tax.
Period: June 1, 2010 through June 30, 2011.

RECOMMENDATION

- Sign the resolution to accept the proposed Agreement.
- Approve the proposed Agreement by signing all the copies where indicated.

FISCAL IMPACT

All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing the Professional Services Agreement with Bruce Heating & Air Conditioning and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

Benton County Resolution No. _____

Franklin County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES,
WASHINGTON:

IN THE MATTER OF EXECUTION OF PROFESSIONAL SERVICES AGREEMENT #PSA-BHAC-2010-11 BETWEEN BRUCE HEATING & AIR CONDITIONING AND BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES,

WHEREAS, this Professional Services Agreement with Bruce Heating & Air Conditioning is to provide Heating, Ventilation, & Air Conditioning services for the Department of Human Services; and

WHEREAS, consideration shall not exceed \$15,000.00, including sales tax; and

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

NOW THEREFORE, BE IT FURTHER RESOLVED that the Boards of Benton and Franklin County Commissioners hereby accept the proposed Professional Service Agreement; and 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 Professional Service Agreement #BHAC-2010-11 with Bruce Heating & Air Conditioning.

Dated this . . . day of, 2010

Dated this . . . day of, 2010

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Chair, Pro Tem

Chair, Pro Tem

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

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

Attest:
Clerk of the Board

Attest:
Clerk of the Board

**BENTON AND FRANKLIN COUNTIES
ACTION SUMMARY COVER SHEET**

COPY

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #09/10-PREV-BFSAC-00	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Maria Loera	<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	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Human Services (DHS) would like to contract with Benton Franklin Substance Abuse Coalition to provide prevention services through the Project Alert Program for youth from 6th through 8th grades. Project Alert's goal is to decrease the initiation of drug/alcohol use and increase awareness.

SUMMARY

Award: Consideration shall be a maximum of \$9,000.00
Period: July 1, 20010 to June 30, 2011
Funding Source: Division of Alcohol and Substance Abuse

RECOMMENDATION

- Sign the resolution to accept the proposed agreement.
- Approve the proposed agreement by signing all the copies where indicated.

FISCAL IMPACT

Funding for the services described in this Agreement is provided by the Division of Alcohol and Substance Abuse. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Agreement #10/11-PREV-BFSAC-00 with the Benton Franklin Substance Abuse Coalition and authorize the Chair to sign on behalf of the Board.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

RE: IN THE MATTER OF AGREEMENT #10/11-PREV-BFSAC-00 BETWEEN THE BENTON AND FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES AND BENTON FRANKLIN SUBSTANCE ABUSE COALITION TO PROVIDE PREVENTION SERVICES THROUGH THE PROJECT ALERT PROGRAM, and

WHEREAS, Benton Franklin Substance Abuse Coalition's Project Alert Program provides substance abuse prevention services for youth from 6th through 8th grades. The goal is to decrease the initiation of drug/alcohol use and increase awareness, and

WHEREAS, Benton Franklin Substance Abuse Coalition will be compensated at no more than \$9,000 for the program, and

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

Dated this day of 2010.

Dated this day of2010.

Benton County Board of Commissioners

Franklin County Board of Commissioners

Chair, Benton County Commissioners

Chair, Franklin County Commissioners

Member

Member

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

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

Attest:

Attest:

Clerk of the Board

Clerk of the Board

Originals: Franklin County
Human Services
Benton County

**BENTON COUNTY
ACTION SUMMARY COVER SHEET**

COPY 9

AGENDA ITEM	TYPE OF ACTION NEEDED	
Agreement #1063-10778 with Department of Social and Health Services	<input checked="" type="checkbox"/> Execute Contract	<input checked="" type="checkbox"/> Consent Agenda
	<input checked="" type="checkbox"/> Pass Resolution	<input type="checkbox"/> Public Hearing
Prepared By: Maria Loera	<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	<input type="checkbox"/> Other

BACKGROUND INFORMATION

The Department of Social and Health Services would like Benton County to continue the Residential Substance Abuse Treatment services in the Benton County Corrections Facility.

SUMMARY

Award: \$122,996.00

Period: July 1, 2010 through June 30, 2011

Funding Source: Department of Social and Health Services

RECOMMENDATION

- Sign the resolution to accept the proposed Agreement.
- Approve the proposed Agreement by signing all the copies where indicated.

FISCAL IMPACT

There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

MOTION

To approve signing Contract #1063-10778 with the Department of Social and Health Services and to authorize the Chair to sign on behalf of the Board.

RESOLUTION

Resolution No. _____

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

**RE: IN THE MATTER OF EXECUTION OF A CONTRACT FOR RESIDENTIAL
SUBSTANCE ABUSE TREATMENT SERVICES BETWEEN THE
DEPARTMENT OF SOCIAL AND HEALTH SERVICES AND BENTON AND
FRANKLIN COUNTIES DEPARTMENT OF HUMAN SERVICES, CONTRACT
#1063-10778**

WHEREAS, the Department of Social and Health Services (DSHS) would like to provide funding to continue the Residential Substance Abuse Treatment Services Program in the Benton County Jail; and

WHEREAS, the maximum consideration shall not exceed \$122,996.00; and

WHEREAS, the Agreement shall be effective July 1, 2010 through June 30, 2011; NOW
THEREFORE,

BE IT RESOLVED that the Board of Benton County Commissioners hereby accept the proposed Agreement; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners is hereby authorized to sign, on behalf of the respective county, Agreement #1063-10778.

Dated this day of , 2010.

James Beaver, Chair

Leo Bowman, Chair Pro Tem

Max E Benitz, Member
Constituting the Board of County
Commissioners of Benton County,
Washington.

Attest:
Clerk of the Board

cc: Human Services

Loera

h

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE FIRST SERVICE CONTRACT AMENDMENT BETWEEN BENTON COUNTY AND NATIVE PLANT LANDSCAPING AND RESTORATION, LLC FOR HERBICIDE TREATMENT TO CONTROL FLOWERING RUSH ALONG THE YAKIMA RIVER

WHEREAS, as per Resolution 09-825 dated December 14, 2009 the Board of Benton County Commissioners entered into a three (3) year contract with Native Plant Landscaping and Restoration, LLC, Richland, WA for herbicide treatment to control the flowering rush (*Butomus Umbellatus*) that has been growing along the Yakima River in Benton County for contract amount not to exceed \$31,515.00 for the total three-year contract period; and

WHEREAS, this project has been funded by the Department of Ecology based on grant number G1000283 which was awarded to Benton County on October 21, 2009, and the Department of Ecology has expanded the scope of work to include the entire shoreline of the Yakima River which is not assessable from the shore and requires a canoe and battery; and

WHEREAS, a First Service Contract Amendment is necessary to increase the scope of work to include work performed along the entire shoreline of the Yakima River in Benton County and provide additional compensation in the amount of \$1,221.74 plus WSST to offset the purchase of specialized equipment including a canoe and battery; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the attached First Personal Service Contract Amendment and hereby increases the original contract to an amount not to exceed \$32,737.00 plus any applicable WSST; and

BE IT FURTHER RESOLVED, the Board hereby authorizes the Chairman of the Board to sign the First Personal Service Contract Amendment attached hereto.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

FIRST PERSONAL SERVICES CONTRACT AMENDMENT

THIS AMENDMENT, made and entered into this _____ day of _____ 2010 by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, Washington 99350 (hereinafter "COUNTY") and **NATIVE PLANT LANDSCAPING AND RESTORATION, LLC**, 4606 E. Robin Ct., West Richland, WA 99353 a firm licensed to do business in the State of Washington (hereinafter "CONTRACTOR").

WHEREAS, the parties entered into a Personal Services Contract dated December 14, 2009 (the "CONTRACT") for a three (3) year contract period for herbicide treatment to control the flowering rush (*Butomus Umbellatus*) that has been growing along the Yakima River in Benton County for a total contract amount not to exceed \$31,515.00 for the total three-year contract period; and

WHEREAS, this project has been funded by the Department of Ecology based on grant number G1000283 which was awarded to Benton County on October 21, 2009, and the Department of Ecology has expanded the scope of work desired: from 100 meters of shoreline to include the entire shoreline of the Yakima River in Benton County (approximately 92 miles), some of which is not accessible from the shore and requires specialized equipment, including a canoe and battery; and

WHEREAS, the COUNTY and CONTRACTOR wish to continue to receive the mutual benefits derived by the CONTRACT, but recognize that this increased scope of work will require additional effort and expense on the part of CONTRACTOR; and

WHEREAS, a First Services Contract Amendment is necessary to increase the scope of work to include work performed along the entire shoreline of the Yakima River in Benton County and to provide additional compensation to CONTRACTOR in the form of \$1,221.74 plus any applicable WSST to offset CONTRACTOR's purchase of specialized equipment including a canoe and battery.

The parties agree that all provisions of their agreement remain in effect except for the following amendments to Sections 3 and 5:

3. **SERVICES PROVIDED** the existing paragraph shall remain the same except for replacing Section 3.a. with the following

- a. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit "A, Scope of Work", which is attached hereto and incorporated herein by reference. The COUNTY requires and CONTRACTOR agrees that the geographical scope of services shall include the entire shoreline of the Yakima River in Benton County (approximately 92 miles), some of which is not accessible from the shore and requires specialized equipment to access.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REVISING AMOUNTS TO BE CREDITED TOWARDS INMATE FINES and RESCINDING RESOLUTION 10-602:

WHEREAS, RCW 10.82.030 sets forth a procedure whereby inmates can be ordered to jail to receive credit towards unpaid fines and/or costs owed in an amount established by the county legislative authority; and

WHEREAS, RCW 10.82.030 requires that the credit for inmates performing labor while in custody be greater than the credit for inmates not performing labor; and

WHEREAS, the Benton County Board of Commissioners amended the rates in 1991, 1992, and most recently in 1995 pursuant to Resolution 94-451, wherein it set the credit amount at \$56 per day for inmates performing labor and \$30 per day for inmates not performing labor; and

WHEREAS, the Benton County Law and Justice Council organized under RCW 72.09.300 has recommended that the amount of credit earned be increased to \$80 per day for inmates performing labor and \$50 per day for inmates not performing labor; and

WHEREAS, the Board of Benton County Commissioners agrees with such recommendation, **NOW THEREFORE**,

BE IT RESOLVED, that the amount of credit for an inmate ordered to jail to receive credit for fines and/or costs that are unpaid shall be \$80 per day for inmates that perform labor while in custody and \$50 per day for inmates that do not perform labor while in custody.

BE IT FURTHER RESOLVED, that these rates shall be effective with respect to inmates booked into the jail on or after November 1, 2010. **BE IT FURTHER RESOLVED**, that Resolution 10-602, which previously set new amounts to be credited toward inmate fines, but which is superceded by this resolution, is hereby rescinded.

Dated this day of, 2010

Chairman of the Board

Member

Member

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

Attest:
Clerk of the Board

Original:
c:

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PROFESSIONAL SERVICES AGREEMENT
BCSC1000EFA001M WITH ATTORNEY CHARLES EDWIN F ALDEN ("ATTORNEY") TO
PROVIDE DEFENSE SERVICES TO THE RESPONDENT IN THE BENTON COUNTY SUPERIOR
COURT CASE "IN RE ADOPTION OF E.A."

WHEREAS, Benton County is statutorily mandated to provide counsel to indigent respondents in adoption proceedings that would serve essentially to terminate their parental rights;

WHEREAS, the respondent in the case entitled "In Re Adoption of E.A." Benton County Cause #09-5-00075-0 has previously been determined by the Superior Court to be indigent and therefore entitled to appointed counsel;

WHEREAS, Benton County does not currently contract with any private attorneys to handle cases of this type and complexity since these cases are rarely heard;

WHEREAS, A professional service agreement was previously entered between Franklin County and Attorney based on a misunderstanding of the correct case number and the county in which this case has been filed

WHEREAS, since the case at issue has been filed in, and is pending in, Benton County Superior Court, it is appropriate to execute an agreement with a retroactive effective date to retain the services of Attorney to represent the respondent in this case

NOW THEREFORE, BE IT RESOLVED THAT the professional services agreement designated BCSC1000EFA001M, with a retroactive effective date of April 1, 2010, be executed as presented.

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners,
Benton County, Washington

Attest:
Clerk of the Board

K

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER A SERVICE CONTRACT BETWEEN BENTON COUNTY AND CONRAD RUSSELL EXCAVATION, LLC FOR THE GRADING, WATERING, AND GRAVELING OF THE PARKING AREAS LOCATED AT THE HIGGINS AIRFIELD

WHEREAS, Resolution 09-811 dated December 14, 2009 states public works services or materials involving less than twenty-five thousand (\$25,000), advertisement and competitive bidding may be dispensed with, and such contracts may be entered into after direct negotiation and authorization by the Board of Commissioners; and

WHEREAS, a request for proposal was solicited and received from Conrad Russell Excavating, LLC, Prosser, WA - CONRARE945PP in the amount of \$10,100.00 excluding WSST for the grade, water and gravel of the parking areas located at the Higgins Airfield; and

WHEREAS, the Benton County Parks Department Manager reviewed the quote and recommends awarding the grading, watering, and graveling of the parking areas located at Higgins Airfield to Conrad Russell, LLC; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby agrees with the recommendation and awards said project to Conrad Russell for a contract amount of \$10,100.00 excluding WSST with a total contract amount payable, including acceptable overages, incidentals and other unanticipated costs not exceed \$10,600.00 excluding WSST; and

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

Dated this day of, 20

Chairman of the Board

Chairman Pro-Tem

Member

Attest:
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

**PUBLIC WORKS CONTRACT
TERMS AND CONDITIONS**

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **CONRAD RUSSELL EXCAVATION LLC**, a Washington corporation with its principal offices at 100513 W OIE Hwy, Prosser, WA 99350 (hereinafter "CONTRACTOR").

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

1. CONTRACT DOCUMENTS

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

- a. Exhibit A - Washington State Prevailing Wage Rates for Public Works Contracts

2. DURATION OF CONTRACT

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

3. SERVICES PROVIDED

The CONTRACTOR agrees to provide all labor and materials to grade, water, and gravel approximately 30,000 square feet of the parking lot, 3" in depth located at the Higgins Airfield. In the event that requested work encompasses work that is legally required to be completed by another type of contractor, CONTRACTOR shall inform COUNTY of that fact and shall coordinate with COUNTY to complete the work in conjunction with such other contractor. All services shall be provided in a workmanlike manner consistent with current industry standards.

In the event that requested work requires, under State or local law, the issuance of a building permit, CONTRACTOR shall be responsible for procuring such building permit and arranging for inspection and certification of the work. CONTRACTOR may bill COUNTY for the full cost of the permit and any labor time for any of its employees involved in the permitting process, but may not

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 01 Nov 2010 Subject: County-TCSA sublease Memo Date: 26 Oct 2010 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY & BACKGROUND

Attached for Commissioner review and consideration is the "sublease" agreement between the County and the Tri-Cities Shooting Association. This is the final piece of the whole land puzzle that we have been working on over the past two years, and signing this agreement will conclude all of our land transfer and lease agreement projects.

Earlier, Benton County purchased the BLM-owned portion of the shooting range from the federal government. Later, we extended the lease agreement on the state-owned portion of the range to December 31, 2040.

This document will amend and update our existing sublease with the TCSA. That original sublease, signed in is set to expire at the end of this year. This new amended sublease will make its term concurrent with the state agreement, meaning it will terminate in 2040.

I worked on this with Ryan Brown from the Prosecutor's office and he has approved the agreement for form. TCSA has approved the agreement and will sign it prior to the Board meeting on November 1st.

FISCAL IMPACT

None.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE RATTLESNAKE MOUNTAIN SHOOTING FACILITY

WHEREAS, the Rattlesnake Mountain Shooting Facility is a regionally prominent recreational and competition firearms shooting facility that is part of the Benton County parks system; and,

WHEREAS, the Rattlesnake Mountain Shooting Facility has been leased to the Tri-Cities Shooting Association since 1991, and the relationship with this concessionaire has been beneficial for the citizens and the shooting public, as evidence by the growth both in usage of the Facility and the development of amenities onsite; and,

WHEREAS, Benton County wishes to continue the lease/concession arrangement with the Tri-Cities Shooting Association; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners, with their authorizing signatures, enter into the "Amended and Restated Lease/Concession Agreement" with the Tri-Cities Shooting Association, which updates and replaces the existing 1991 Lease/Concession Agreement between the two parties. The new Agreement will begin with its execution by both parties and will terminate on 31 December 2040.

Dated this _____ day of _____, 2010.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: BOCC file
cc: Auditor, Prosecutor (Ozuna), Parks, Tri-Cities Shooting Association

Prepared by: A.J. Fyall



COPY

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY,
WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO
EATON PARK IMPROVEMENT CLUB, FOR A FRANCHISE FOR A DOMESTIC
WATER LINES SYSTEM AND FACILITY, LOCATED IN BENTON COUNTY;

WHEREAS, a public hearing was held to consider the request of Eaton Park
Improvement Club, who has applied to continue a non exclusive franchise for a domestic
water lines system and facility in unincorporated Benton County, and

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

1. The term of the franchise shall be a ten year (10) period, expiring September 30, 2020,
with an associated cost of \$500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with
a minimum limit of \$500,000.00. A copy of the proof of insurance is to be provided to
Benton County;
3. Placement of facilities within the right of way shall meet all requirements of Benton
County as to location and repair of roads and right of way, including noxious weed
control;
4. Should Benton County require utility relocation work because of road construction or
maintenance, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Eaton Park Improvement Club has agreed to the terms and has signed the Order
and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the
Prosecuting Attorney's Office, NOW, THEREFORE

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

Dated this 1st day of November, 2010

COPY

Chairman

Chairman Pro-Tem

Member

Constituting the Board of County
Commissioners of Benton County,
Washington

Attest: _____
Clerk of the Board

SWB:lss

9:05

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 01 Nov 2010 Subject: Benton City EDC Memo Date: 27 Oct 2010 Prepared By: AJF Reviewed By: LSK	Execute Contract Pass Resolution Pass Ordinance Pass Motion Other	Consent Agenda Public Hearing 1st Discussion X 2nd Discussion Other

SUMMARY & BACKGROUND

The Benton City Economic Development Council (EDC) will be presenting recent developments and accomplishments to the Board, and discussing their plans for the coming year.

I attended a recent ECD board meeting, where they adopted their 2011 Work Plan. The board seemed enthusiastic, and there is an overall sense that positive things are happening in Benton City. I have attached the copy of the Work Plan that I received that night. It says "DRAFT" on it, but it was adopted with only one or two minor changes. If I get the final clean version before the November 1st meeting, I will forward it.

FISCAL IMPACT

Benton County does not currently have an economic development contract with the EDC. I think it is a safe assumption that EDC will ask Commissioners to reprise the contractual relationship that the EDC and the County had previously. Over the past couple of years, we have talked internally about various dollar amounts that such an economic development contract could be let for, ranging from \$2500 to \$5000 per year, and there are sufficient funds in the Sustainable Development Fund to meet that range. The last time we had a contract with EDC was 2006, and that contract was in the amount of \$2500 for the year. For your reference and comparison, here are the amounts of our existing 2010 economic development contracts. I am currently planning to prepare renewal of these contracts at these same amounts for 2011 unless and until I hear otherwise:

Tri-Cities Development Council	\$21,000
Prosser Economic Development Association	\$10,000
Tri-Cities Visitor and Convention Bureau	\$ 5,000

If Commissioners wish to renew a contract with EDC, I can begin working on that immediately. We would need to know if the Board would like the Work Plan modified, and we would need to know the designated annual funding amount.

###

BCEDC

Benton City Economic Development Council

"YOUR PARTNERS IN PROGRESS & PROSPERITY"

2011 Work Plan

Benton City Economic Development Council

P.O. Box 1038 · 513 Ninth St. · Benton City, WA 99320
509-588-6481 · bcedc@bentonrea.com
www.bentoncityedc.org

BCEDC

Benton City Economic Development Council

"YOUR PARTNERS IN PROGRESS & PROSPERITY"

Partners

City of Benton City
Benton City Chamber of Commerce

Port of Benton
Port of Kennewick
Benton County

Benton REA
Benton PUD

Coordinator

Randy Rutledge

2010 Officers

Larry Howell, President
Linda Lehman, Vice President
Heather Duncan, Secretary
Robbin Hall, Treasurer

2010 Board of Directors

Bea Baker
Lorna Deckert
Richard Delorme

Heather Duncan
John Haakenson
Richard Helland

Robbin Hall
Larry Howell
Linda Lehman

2011 Work Plan

The 2011 Work Plan serves to advance the Benton City Economic Development Council's mission of working to expand existing and recruit new businesses to enhance employment opportunities, diversify the local tax base, and create a self-reliant service sector while maintaining Benton City's unique country atmosphere. BCEDC's successes contribute to the overall economic development of our program area and the region, and improve the quality of life of area residents. This mission is accomplished through community partnerships with government, business, industry, and individuals who commit time and resources to the cause.

In 2010, BCEDC was instrumental in recruitment to town of a long-awaited pharmacy as well as Benton County's only small farm implement dealer ; BCEDC also played an important role in providing assistance for several business expansions, startups, and more enterprises still in planning and development stages. 2010 again saw a continued consistent increase in Benton City's sales tax revenues and significant business growth with accompanying new construction and job creation. In addition, several years' effort was culminated with Benton PUD's deployment of a fiber optic cable backbone through town and infrastructure for additional wireless penetration of broadband services.

Rural community development initiatives through participation in the Horizons Program enabled expansion of the BCEDC's reach to potential business startups within the community and access to funding and other resources. As a Horizons community, Benton City continues to be in the vanguard for microenterprise development and community asset building. In partnership with the Benton-Franklin Council of Governments, Small Business Development Center, and Washington State University, BCEDC applied for and was awarded a \$6,000 grant from the Washington State Microenterprise Association for conducting and recording a series of introductory business classes. BCEDC is also participating in strategic partnerships for other grant applications in progress.

BCEDC continued to build on the successes of the past four years including support of the 5th Annual Spring Opener Car & Bike Show, Benton City Community Market, and coordination of volunteers for various community cleanup and beautification projects. BCEDC also worked with a number of entrepreneurs, business owners, and potential investors to assist them in making decisions, locating sites, and obtaining financing for business startup and expansion.

In 2011, BCEDC will continue to build upon past successes while looking to the future and working to establish Benton City's place in a competitive economic climate. The 2011 Work Plan will focus on five key areas:

1. Business Development
2. Marketing Benton City
3. Community Beautification
4. Promotion of Greater Benton City
5. Organizational Development and Administration

The following sections of this work plan will briefly outline each of these key areas including tasks necessary to accomplish identified objectives.

Business Development

Building a unified, healthy business community offering a good consumer-driven mix of goods and services in Benton City encourages residents and visitors to make more local purchases, thereby supporting local merchants and boosting sales tax revenue. Currently, the majority of consumer spending by Benton City residents is external. Continued recruitment of new businesses while encouraging retention and growth of existing businesses is vital to fostering vitality in Benton City's core business districts. BCEDC will focus on the following projects to support business development within Benton City and its greater community:

1) Support the Existing and Emerging Business Community:

BCEDC will provide basic business workshops and seminars to assist current and potential business owners with relevant issues; the number and topic of workshops offered will depend on the interests and demands of the community. BCEDC will also investigate public/private resources for businesses such as Business Incentive Districts, Tax Increment Financing, B&O Tax Credits, and micro-loan programs.

- A. Work more closely with strategic entrepreneurial support partners.
 1. Benton-Franklin Council of Governments
 2. Small Business Development Center
 3. Washington State University
 4. Others
- B. Work more closely with potential funding sources.
 1. Benton-Franklin Council of Governments – Rural Revolving Loan Fund
 2. SBA Micro-loan program
 3. Others
- C. Support and promote efforts to clean, beautify, and upgrade common areas in the downtown core.

2) Support and Promote Development of the I-82 Business District:

The I-82 interchange is the primary gateway to Benton City and the Red Mountain American Viticulture Area (AVA). The approximately 460-acre area included in Benton City's Urban Growth Area (UGA) and designated as a future business park affords the city unique opportunities to capitalize on the expanding wine and tourism industries. With good highway visibility and ready access to rail and freeway transport, this area offers excellent potential for development of visitor services, ancillary services for the winery industry, and other light industry.

- A. Work with City government to develop a master plan for the annexed area.
- B. Aid in working out relationships between DNR, KID, BLM, and other affected land owners for the sale, lease, and development of the area.
- C. Follow the guidelines provided in the Economic Development Strategic Plan completed in 2009 to identify and recruit potential users for the City's pad site.
- D. Continue advocacy and promotion for funding for completion of the I-82/SR 224/SR 225 interchange improvement projects in conjunction with the Washington State Department of Transportation and strategic partners representing Red Mountain and West Richland interests as well as Benton City.

3) Information, Referral, and Business Assistance:

BCEDC has the unique ability to hold business inquiries in confidence, unlike cities and counties which, as public entities, are subject to freedom of information requirements. BCEDC will continue to provide confidential expertise to businesses potentially starting, purchasing, relocating, or expanding operations and to assist our partnering jurisdictional entities with business leads within our service area. BCEDC services may include advocacy, assistance with permitting and regulatory issues, and identification of potential funding sources as well as continued partnership with the Columbia Basin College Small Business Development Center.

4) Recruit New Businesses:

BCEDC will identify and target recruitment of businesses which fit in with the character of Benton City and will strengthen the draw of our market area. This development will also create additional employment opportunities, a critical need for a city with greater than 50% of its population classed as Low and Moderate Income (LMI).

- A. As part of the community visioning process, facilitate input from current and potential business owners and potential investors to identify what types of businesses will work in Benton City both short term and in the future.
- B. Provide needed information to potential business owners for the cost of land and buildings in the area, and current lease rates.

Marketing Benton City

Benton City's unique strategic location in the center of the county with ready access to both east-west and north-south transportation corridors as well as newly installed fiber optic cable provides great opportunity for light industrial development as well as professional offices and continued growth of the retail and service sectors. The wine and agribusiness tourism industries attract growing numbers of visitors to the area but currently, most tourists pass by Benton City and may not realize that businesses are available to serve their needs. Furthermore, a significant portion of consumer spending by local residents is spent outside our community.

1) Promote and Support Special Events:

Special events are a unique way of advertising our community and are valuable tools for building community pride as well as attracting visitors with their accompanying influx of dollars to our business community.

2) Communicate Our Story:

BCEDC will promote the Benton City area and its business community through strategic employment of communication tools utilizing high-quality production standards.

- A. Produce updated map featuring Benton City-area businesses and attractions.
- B. Produce brochures highlighting Benton City business and events.
- C. Deploy press releases to announce significant events or developments.
- D. Continue ongoing enhancement of the bentoncityedc.org web site.
- E. Place advertisements in select media.

Community Beautification

Benton City has many charming buildings and quiet neighborhoods. BCEDC will also continue to promote and support proactive beautification efforts such as painting and updating of buildings, landscaping, and use of uniform design elements. Our objectives include the creation of a wholesome image for Benton City, increasing community pride, and developing youth employment opportunities.

Promotion of the Greater Benton City Business Community

BCEDC is chartered to support economic development throughout the Kiona-Benton School District. In 2011, BCEDC will expand its efforts to promote the greater Benton City business district.

Organizational Development and Administration

Backed by solid funding sources, a strong BCEDC is actively engaged in promoting greater Benton City and strengthening relations with our funding partners, providing outstanding return on their investment. BCEDC will continue to proactively work to identify and follow up on issues and opportunities for economic development in our service area.

935

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

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

WHEREAS, the Board adopted the 2011 - 2016 Comprehensive Six-Year Road Program on August 30, 2010; and

WHEREAS, a copy of the proposed 2011 Annual Road Program was presented to the Board on October 4, 2010 and on October 25, 2010 for Board review in conjunction with the development of 2011-2012 budgets; and

WHEREAS, a copy of a revised 2011 Annual Road Program was presented to the Board on November 1, 2011 for Board review; and

WHEREAS, the Benton County Engineer recommends adoption of 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, a copy of which is attached, is hereby adopted.

Dated this 1st day of November, 2010.

Chairman of the Board.

Chairman Pro-Tem.

Member.

Attest: _____
Clerk of the Board

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

2011 Benton County Road Program

Approved by the

Board of County Commissioners

On

November 1, 2010

James R. Beaver, Chairman

Leo M. Bowman, Pro-Tem

Max E. Benitz, Jr., Member

**2011
ROAD PROGRAM
Estimated Expenditures**

							10/19/10	
		COUNTY Road Fund	(CAPP, RAP, TIB) STATE	(ARRA, BRAC, BRRP, HES, R-HCP, REV, STPR, HPP, STPU, TEP) FEDERAL	(Flood Control 56.875k, Paths & Trails 50.444k, CRIMP 700k, R/W & Design Contrib. 342k, Developer Reimbt. 18k) OTHER	TOTAL		
	Traffic Law Enforcement (Diversion of County Road Funds)	496,188	0	0	0	496,188		
541.00	Preservation	1,932,806	367,274	0	0	2,300,080		
542.00	Maintenance	4,714,637	0	0	0	4,714,637		
543.00	Administration	1,297,792	0	0	0	1,297,792		
544.00	Operations	591,168	0	0	0	591,168		
586.00	Agency Disbursements to WS Dept of Revenue	1,500	0	0	0	1,500		
588.00	Intergovernmental (Purchase grant funds from other governmental entities)	225,000	0	0	0	225,000		
591.950.7800	Redemption of Long-Term Debt (PWTF Loan SR397)	198,000	0	0	0	198,000		
592.950.8300	Interest and Other Debt Service Costs (PWTF Loan SR397)	13,900	0	0	0	13,900		
	Subtotal	9,470,991	367,274	0	0	9,838,265		
\$ Source	595.00 Construction: County Funded Projects							
Road	Bert James Road: Sellards to SR221	5,000	0	0	0	5,000		
Road	Paved Road Upgrade Projects	10,000	0	0	0	10,000		
Road	Gravel Road Paving Projects	10,000	0	0	0	10,000		
Paths & Trails	Paths and Trails: Countywide	0	0	0	10,000	10,000		
Road	Safety Projects	0	0	217,000	0	217,000		
Road	Railroad Crossings	0	0	10,000	0	10,000		
Road	Miscellaneous Projects	200,000	0	0	0	200,000		
Road	Plat Road Review and Engineering	2,000	0	0	18,000	20,000		
		0	0	0	0	0		
		0	0	0	0	0		
		0	0	0	0	0		
		0	0	0	0	0		
		0	0	0	0	0		
		0	0	0	0	0		
		0	0	0	0	0		
		0	0	0	0	0		
	Subtotal	227,000	0	227,000	28,000	482,000		
\$ Source	595.00 Construction: Partnership / Grant Funded Projects							
Road / CRIMP / TIB / Pvt Contrib.	Piert Road: SR 397 to Bowles (Phase 3b)	315,000	885,000	0	300,000	1,500,000		
Road / RAP	Hanks Road: Crosby to Aller (R/W acquisition only)	25,000	225,000	0	0	250,000		
Road / CRIMP / RAP	Clodfelter Road: Bentley to C. Williams	780,000	1,275,000	0	100,000	2,155,000		
Road / CRIMP / RAP	Locust Grove: Clodfelter to Edwards	195,000	850,000	0	300,000	1,345,000		
Road / RAP	Nine Canyon Rd: CR 397 to Mills (R/W acquisition only)	1,000	9,000	0	0	10,000		
Road / RAP	Nine Canyon Rd: Mills to Beck (Engineering only)	1,000	9,000	0	0	10,000		
Road / RAP	Nine Canyon Rd: Coffin to Beck (Engineering only)	1,000	9,000	0	0	10,000		
Road / STPR	Travis Road: Sellards to Henson	675	0	4,325	0	5,000		
Road / STPR	Sellards Road: SR 221 to Travis	675	0	4,325	0	5,000		
Road	Olympia Street: Kennewick City Limits to SR397	118,000	0	0	0	118,000		
Road	Queensgate Overlay: Columbia Park Trail to Richland City Limits	118,000	0	0	0	118,000		
		0	0	0	0	0		
		0	0	0	0	0		
		0	0	0	0	0		
		0	0	0	0	0		
	Subtotal	1,555,350	3,262,000	8,650	700,000	5,526,000		
519.00 Reimbursable								
519.71	Federal	942	0	0	0	942		
519.72	State	1,885	0	0	0	1,885		
519.73	County	46,303	0	0	0	46,303		
519.74	City	396,391	0	0	0	396,391		
519.75	Other Governmental	56,748	0	0	0	56,748		
519.76	Other Funds	37,389	0	0	107,319	144,708		
519.77	Non-Governmental	21,234	0	0	0	21,234		
	Subtotal	560,892	0	0	107,319	668,211		
TOTAL EXPENDITURES		11,814,233	3,629,274	235,650	835,319	16,514,476		

2011 EQUIPMENT RENTAL & REVOLVING FUND PURCHASES

ER&R FUND #0501-101

10/19/10

**REPLACEMENT
YES/NO**

QTY

COST

YES/NO

A.

GENERAL/SPECIAL PURPOSE VEHICLES/EQUIPMENT

1	Engineer Lab Trailer (new veh #534)	\$30,000	Yes
2	Truck Cab & Chassis with 2-way dump box & mid mounted sander	\$345,000	Yes
1	Full Size SUV	\$35,000	Yes
1	Trailer Mounted Jet Rodder	\$90,000	No
N/A	Grader Blade Cutting Bits (Steel)	\$20,000	Supply
N/A	Snowplow Cutting Bits (Carbide)	\$10,000	Supply
N/A	Equipment Tires (Car/Pickup/Truck/Heavy Equipment)	\$49,000	Supply
N/A	Shop Fabrication (Steel)	\$4,500	Supply
N/A	Tire Chain Parts	\$4,000	Supply
N/A	Small Shop Equipment & Tools	\$7,000	Yes
N/A	Jet Brand Metal Shear w/foot control	\$2,500	No

Total

\$597,000

E R & R VEHICLES FOR OTHER DEPARTMENTS

1	Fullsize 4-Door Sedan for B C Treasurer (new veh #1092)	\$22,000	Yes
1	Small 4x4 Pickup for Building Dept. (new veh #1093)	\$24,000	Yes
1		\$0	Yes

Total

\$46,000

B.

OFFICE EQUIPMENT

1	Lab & Testing Equipment (for Eng'r Lab Trailer)	\$3,000	Yes
3	Computers	\$12,500	Yes
4	Flat Panel Computer Monitors (20" Monitors)	\$1,600	Yes
N/A	Office Equipment and Furnishings	\$3,000	Yes

Total

\$20,100

C.

FACILITIES

Repairs at the Kennewick Shop (remove and replace of tainted soil, update washrack with high pressure washer, sealed water collection area, and oil/water separator)	\$200,000	
General Building Maintenance & Repairs	\$15,000	
Total	\$215,000	

D.

INVENTORY

Aggregate Purchase (Crushing & Stockpiling at Cherry Lane Quarry R-52 & Coats Quarry R-139)	\$500,000	
Traffic Sign Materials	\$100,000	
Bulk Diesel Fuel	\$200,000	
Liquid De-icer (Magnesium Chloride)	\$23,000	
Total	\$823,000	

Grand Total

\$1,701,100