

November 23, 2009

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

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
November 16, 2009, 9:00 a.m.
Commissioners' Conference Room
Benton County Courthouse, Prosser, WA

Present: Chairman Max E. Benitz, Jr. Chairman
Commissioner Leo Bowman
Commissioner James Beaver
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 Kely; Adam Fyall, Community Development Coordinator; Finance Manager Linda Ivey; Personnel Manager Melina Wenner; Treasurer Duane Davidson; Malcolm Bowie, Steve Becken, and Larry Moser, Public Works; Mike Shuttleworth and Clark Posy, Planning Department; DPA Ryan Brown; Pat Powell, Auditor's Office.

Approval of Minutes

The Budget Workshop Minutes of October 27, 28, 29 and November 5, 2009 were approved.

The Minutes of November 2 and November 4, 2009 were approved.

Consent Agenda

MOTION: Commissioner Beaver moved to approve the consent agenda items "a" through "z". Commissioner Bowman seconded and upon vote, the Board approved the following:

Central Services

- a. Renewal of Annual Licensing for Websense Software

Commissioners

- b. Line Item Transfer, Fund No. 0000-101, Dept. 115
- c. Appointment of S LePage to Mid Columbia Library Board

Facilities

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

Fairgrounds

- e. Authorization to Purchase Folding Tables and Table Carts
- f. Line Item Transfer, Fund No. 0124-101, Dept. 000

Human Services

- g. Agreement, #09/11-SA-LCC-00, w/Lourdes Counseling Center
- h. Agreement, #09/11-SA-FSCCS-00, w/First Step Community Counseling Services

- i. Agreement, #09/11-SA-UCS-00, w/Unity Counseling Services
- j. Agreement, #09/11-SA-KCS-00, w/Knowledge Counseling Services
- k. Agreement, #09/11-SA-AFW-00, w/Advocates for Wellness
- l. Agreement, #09/11-SA-SCC-00, w/Somerset Counseling Center
- m. Travel Expense Reimbursements

Office of Public Defense

- n. Professional Services Agreement w/K Hilde
- o. Amendment to Professional Service Agreement w/J Lilly

Parks

- p. Srvc Agreement Amendment w/Fowler General Construction for Garage & Storage Facility

Planning

- q. Short Plat Vacation, SPV 09-05

Prosecuting Attorney

- r. Settlement Agreement w/Teamsters Local 839

Public Works

- s. Adoption of 2010 Annual Road Program
- t. Authorization of Purchase of Herbicides
- u. Authorization of Purchase of Crack Seal Material
- v. Award of Contract for Crushing and Stockpiling 2009 and 2010
- w. Property Segregation of County Road Improvement Dist. #15, Amending Resolution 09-703

Sheriff

- x. Authorization to Purchase SWAT Body Armor Vests from Cool Guy Gear
- y. Authorization to Purchase Body Armor Vests from Law Enforcement Equipment Distribution

Sustainable Development

- z. Hanford Communities 2010-2014 Interlocal Agreement

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

Public Hearing – Short Plat Vacation 09-06

Mike Shuttleworth stated that Benton County received an application requesting the vacation of the 20-foot easement and notes 9 and 10 from short plat 3194. He said the only issue was locating a 25-foot setback from the existing well house. Mr. Shuttleworth said the Planning Department did not see any problems with the proposed vacation and recommended approval with the condition the applicant record a new easement.

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

MOTION: Commissioner Bowman moved to approve the vacation as requested, with the listed conditions. Commissioner Beaver seconded and upon vote, the motion carried.

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

Columbia River Crossing Update

Commissioner Beaver said he wanted to readdress the request to increase the \$10,000 commitment for the Columbia River Crossing study to \$12,000. He said that although he didn't like the way the request was brought forward, he felt it would be appropriate to increase the amount to \$12,000 so the study could be completed and the \$125,000 grant received from the State. Commissioner Bowman said he would concur with the request and recommended a letter go out with the Chairman's signature.

MOTION: Commissioner Bowman moved to approve the request to pay \$12,000 for the Columbia River Crossing study. Commissioner Beaver seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:25 a.m.

Yakima River Basin Water Enhancement Project (YRBWEP)

Adam Fyall reviewed his memo on the project and said it was a comprehensive package for Yakima Basin to manage the water system. He said it was now in Phase 3 and the work group had been meeting on a bi-weekly basis and were moving toward a solution and legislative package that could be presented in 2010 or 2011. Mr. Fyall reviewed the major projects and presented a draft letter to the YRBWEP Work Group.

Chairman Benitz said it was coming down to how the Board wanted to move forward with an integrated package to address the needs and they were looking for direction from the Board.

Commissioner Bowman said he was in support of the letter as presented. He asked if the Bureau of Reclamation's involvement was because we were hoping the feds would get something done that the state had not been able to. Mr. Fyall said the Bureau had jurisdiction over the Yakima River Basin.

Commissioner Beaver said he agreed with the letter and was in favor of getting a program going, without it taking another 30 years.

Chairman Benitz made suggestions to the letter regarding size of infrastructure and water storage needed. The Board agreed to the changes.

Other Business

WSAC Meetings Update

Commissioner Bowman reported on upcoming meetings at the WSAC conference on exempt wells in Washington and a follow up on Columbia River issues. Chairman Benitz said he had stepped down to let a Klickitat County representative alternate on the issue.

Red Mountain Interchange

Commissioner Bowman presented a resolution supporting the development of the Red Mountain Interchange and said it was important for the County to be involved in the project.

MOTION: Commissioner Bowman moved to approve the resolution as presented. Commissioner Beaver seconded.

Discussion

Commissioner Beaver asked for an estimate on the completion of the Kiona railroad crossing project and Steve Becken estimated the first of the year with final billings in June or September 2010. Commissioner Beaver said he supported the resolution, but wanted to wait until June or so to move the money for the sake of timing and delete the language regarding the amount and add language to commit the use of the balance of the funds. Commissioner Bowman seconded the friendly amendment.

Chairman Benitz said the Board needed to prioritize all projects that were happening and wanted to look at dedicated funds. He said he would support the resolution as amended.

Upon vote, it was approved unanimously to amend the resolution as suggested by Commissioner Beaver.

Upon vote, the resolution as amended was approved unanimously.

Veterans Assistance Waiver

Pat Powell presented a veterans assistance waiver for Michael McDonald.

MOTION: Commissioner Bowman moved to approve the waiver request for Michael McDonald as presented. Commissioner Beaver seconded and upon vote, the motion carried.

Claim for Damages

CC 09-24: Received on November 13, 2009 from Marisela Marin

Vouchers

Check Date: 10/30/2009
Warrant #: 936387-936696
Total all funds: \$9,006.09

Check Date: 10/30/2009
Warrant #: 936697-936940
Taxes #: 01011009
Total all funds: \$1,686,720.35

Check Date: 11/05/2009
Warrant #: 225875-226026
Direct Deposit #: 47993-48570
Total all funds: \$2,025,875.01

Check Date: 11/05/2009
Taxes #: 10109111-10109114
Warrant #: 937171-937205
Total all funds: \$1,753,036.81

Check Date: 11/06/2009
Warrant #: 936989-937170
Total all funds: \$663,077.21

Check Date: 11/06/2009
Warrant #: 937206-937630
Total all funds: \$12,047.11

Check Date: 11/13/2009
Warrant #: 937845-938061
Wire Transfer #: 1161109
Total all funds: \$356,219.88

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

Resolutions

- 09-732 Renewal of Annual Licensing for Websense Software
- 09-733 Line Item Transfer, Fund No. 0000-101, Dept. 115
- 09-734 Appointment of S LePage to Mid Columbia Library Board
- 09-735 Line Item Transfer, Fund No. 0000-101, Dept. 110
- 09-736 Line Item Transfer, Fund No. 0124-101, Dept. 000
- 09-737 Authorization to Purchase Folding Tables and Table Carts
- 09-738 Agreement, #09/11-SA-LCC-00, w/Lourdes Counseling Center
- 09-739 Agreement, #09/11-SA-FSCCS-00, w/First Step Community Counseling Services
- 09-740 Agreement, #09/11-SA-UCS-00, w/Unity Counseling Services
- 09-741 Agreement, #09/11-SA-KCS-00, w/Knowledge Counseling Services
- 09-742 Agreement, #09/11-SA-AFW-00, w/Advocates for Wellness
- 09-743 Agreement, #09/11-SA-SCC-00, w/Somerset Counseling Center
- 09-744 Professional Services Agreement w/K Hilde
- 09-745 Amendment to Professional Service Agreement w/J Lilly
- 09-746 Srv Agreement Amendment w/Fowler General Construction for Garage & Storage Facility
- 09-747 Short Plat Vacation, SPV 09-05
- 09-748 Settlement Agreement w/Teamsters Local 839

- 09-749 Adoption of 2010 Annual Road Program
- 09-750 Authorization of Purchase of Herbicides
- 09-751 Authorization of Purchase of Crack Seal Material
- 09-752 Award of Contract for Crushing and Stockpiling 2009 and 2010
- 09-753 Property Segregation of County Road Improvement Dist. #15, Amending Resolution 09-703
- 09-754 Authorization to Purchase SWAT Body Armor Vests from Cool Guy Gear
- 09-755 Authorization to Purchase Body Armor Vests from Law Enforcement Equipment Distribution
- 09-756 Hanford Communities 2010-2014 Interlocal Agreement
- 09-757 Red Mountain Interchange - Transportation Projects Endorsement

There being no further business before the Board, the meeting adjourned at approximately 10:07 a.m.

Clerk of the Board

Chairman

a

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

CHILTON

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Auditor Dept Nbr: 102
 Fund Name: Current Expense Fund Nbr: 0000-101

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
514.100	1169	Office Assistant III	\$5,000	514.100	3101	Office Supplies	\$5,000
514.100	1162	Office Assistant III	\$3,000	514.100	4103	Professional Services	\$3,000
TOTAL			\$8,000	TOTAL			\$8,000

Explanation:

Due to attrition, there are monies left in salaries. It was necessary to order warrant stock so additional monies are needed in office supplies to pay for the stock. In past years we have asked for reimbursement from the departments from the use of the stock but were advised by the State Auditor's not to do this. Further, for safety reasons the doors in the Richland suboffice are being fitted with panic bars to allow for customers to easily exit the building once the doors have been locked at 5pm. Additional monies are needed in the professional services line item to cover the cost of doing so.

Prepared by: B. Chilton Date: 11/16/09

Approved Denied Date: _____

_____ Chairman
 _____ Member
 _____ Member

RESOLUTION

b

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN THE
CURRENT EXPENSE BUDGET DEPARTMENT 115 NON DEPARTMENTAL TO
DEPARTMENT 136 OFFICE OF PUBLIC DEFENSE.

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

Dated this _____ day of _____, 2009

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Non-Departmental

Dept Name: Office of Public Defense

Fund Name: Current Expense 0000-101

Fund Name: Current Expense 0000-101

TRANSFER FROM: Dept 115 Non-Departmental

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
519.900	4931	Fenced Contingency	\$68,000	512.818	4101	Legal Services	\$68,000
TOTAL			\$68,000	TOTAL			\$68,000

Explanation:

Transfer appropriated funds from Department 115 Non-Departmental Fenced Item Contingency to Office of Public Defense Legal Services for District Court November and December contracts.

Prepared by: Linda Ivey

Date: 12-Nov-2009

Approved

Denied

Date: _____

Chairman

Member

Member

C

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF REAPPOINTMENT TO THE BENTON COUNTY MOSQUITO CONTROL BOARD

WHEREAS, the two-year term for Ms. Cynthia Gray will expire on December 31, 2009; and

WHEREAS, Ms. Gray has expressed an interest to be reappointed for an additional two-year term; and

WHEREAS, the Mosquito Control District desires to have Ms. Gray be appointed for an additional term to the Benton County Mosquito Control Board representing Benton County Commissioner District No. 2; **NOW, THEREFORE**,

BE IT RESOLVED that Cynthia Gray is hereby reappointed to the Benton County Mosquito Control Board, said term ending on December 31, 2011.

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

Benton County Mosquito Control District

RECEIVED

NOV 13 2009

BENTON COUNTY
COMMISSIONERS

November 12, 2009

Benton County Commissioners
P. O. Box 190
Prosser, WA 99350

Max	<input checked="" type="checkbox"/>
Leo	<input checked="" type="checkbox"/>
Jim	<input checked="" type="checkbox"/>
David	<input checked="" type="checkbox"/>
Loretta	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>

Dear Commissioners:

I am writing to inform you that the two year term of Ms. Cynthia Gray as trustee on the Benton County Mosquito Control Board will expire on December 31, 2009. Ms. Gray has expressed interest in serving another two year term.

Ms. Gray serves as our Board President and has been a valuable asset to the District during her term, therefore I recommend that the Benton County Commissioners reappoint Ms. Gray for another two year term beginning January 1, 2010 and ending December 31, 2011. We would appreciate written notification of the appointment as soon as possible.

Thank you for your attention to this matter.

Sincerely,



Angela Balint
Manager

Enclosure



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:

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	1276	Court Commissioner	\$36,000	512.400	4103	Professional Services	\$4,000
				512.400	4301	Travel	\$5,000
				512.400	4906	Print/Bindry	\$15,000
				512.400	9109	Juvenile Detention	\$2,000
				512.400	4201	Postage	\$10,000
TOTAL			\$36,000	TOTAL			\$36,000

Explanation:

Transfer from our Court Commissioner line item to line items that may go negative by the end of the year

Prepared by: Jacki Lahtinen, Administrator Date: 17-Nov-2009

Approved Denied Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: <u>11/23/09</u> Subject: Benton-Franklin Marine Corp League Toys for Tots	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Board Direction	Consent Agenda X  Public Hearing 1st Discussion 2nd Discussion Workshop
Prepared by: cmb Reviewed by: <u>Isk</u>		

BACKGROUND INFORMATION

Attached for Board review is the Lease Agreement with the Benton-Franklin Marine Corps League, Toys for Tots. The Lease Agreement has been reviewed and approved as to form by the Prosecuting Attorney's office.

The Lease Agreement allows the Benton-Franklin Marine Corps League Toys for Tots to hold a public children toys distribution at the Fairgrounds from December 15 – 20, 2009.

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

The Deputy County Administrator recommends approval of the Lease Agreement with the Benton-Franklin Marine Corps League, Toys for Tots.

RECOMMENDATION

Move the Lease Agreement with the Benton-Franklin Marine Corps League, Toys for Tots be approved.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPROVING THE LEASE AGREEMENT BETWEEN THE BENTON COUNTY FAIRGROUNDS AND THE BENTON-FRANKLIN MARINE CORPS LEAGUE, TOYS FOR TOTS

WHEREAS, the Benton-Franklin Marine Corps League, Toys for Tots will provide the Benton County Fairgrounds \$250.00 to hold a public toy distribution for the holiday in Building 2 at the Fairgrounds from December 15 – December 20, 2009; and

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

WHEREAS, the Benton County Deputy Administrator recommends the Benton-Franklin Marine Corps League, Toys for Tots Lease Agreement be approved; **NOW THEREFORE**,

BE IT RESOLVED by the Board of Benton County Commissioners, Benton County, Washington, that the Lease Agreement with the Benton-Franklin Marine Corps League, Toys for Tots shall be granted; and

BE IT FURTHER RESOLVED that the Board authorizes the Chairman of the Board to sign the Lease Agreement with the Benton-Franklin Marine Corps League, Toys for Tots.

Dated this _____ day of _____ 2009.

Chairman of the Board

Member

Member

Attest: _____
Clerk of the Board

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

BENTON COUNTY FAIRGROUNDS

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

LEASE AGREEMENT

TODAY'S DATE: **October 26, 2009**

LEASE AGREEMENT NUMBER: **055.09**

EVENT DATE(S): **December 19, 2009**

NUMBER OF DAYS: **1**

BUILDING(S) / AREA: **2**

LESSEE: **Bill F. Stott, Senior Vice Commadant Det #337 Marine Corps League**

MAILING ADDRESS: **820 Market St, Prosser WA 99350**

CONTACT: **Bill Stott**

HOME PHONE: **509-786-4987** WORK PHONE:

CELLULAR PHONE: **50-781-2208**

TIME OF THE EVENT: **8:00 a.m. until 8:00 p.m.**

TYPE OF EVENT: **Toys for Tots**

ESTIMATED ATTENDANCE: **6000**

SELLING TICKETS: YES NO

THIS LEASE (AGREEMENT) is entered into effective upon the signature of both parties, between Marine Corps League, Bill Stott, Senior Vice Commandant #337 (LESSEE) and BENTON COUNTY, a municipal corporation authorized under the laws of the State of Washington, operating the Benton County Fairgrounds (LESSOR).

1. EVENT

TOYS FOR TOTS TOYS DISTRIBUTION TO THE PUBLIC in BUILDING #2 ON December 19,,2009 from 8:00 am until 8:00 pm with an estimated attendance of 6000 people, hereafter referred to as the EVENT.

- b. Lessee shall not permit dogs which have been designated by any state, county or local governmental agency as "Dangerous Dogs" or its substantial equivalent, pursuant to any state, county or local law or ordinance to be on the Lessor's premises at any time. If dogs participating in any activity are designated as "Potentially Dangerous" or its substantial equivalent by any state, county or local governmental entity, then Lessee shall require that the owner of such dog provide proof of compliance with any requirements thereof. Lessee is responsible for conducting reasonable screening to determine whether any dogs participating in any activity on the Lessor's premises are designated as "Dangerous" or "Potentially Dangerous."

2. FACILITIES LEASED FOR THE EVENT

- a. LESSEE agrees to lease the buildings and grounds, equipment and services specified in Exhibit A (Attached) (collectively the "Facilities") to hold EVENT on the date(s) specified on the cover hereto. In addition to said date(s), LESSEE desires and further agrees to lease said Facilities for move-in and/or move-out purposes on December 15 until December 20, 2009. LESSEE WARRANTS THAT SAID FACILITIES WILL BE USED ONLY FOR LAWFUL PURPOSES NECESSARY TO SUPPORT THE EVENT.

3. PAYMENTS

- a. In consideration for the license to hold the EVENT, LESSEE agrees to pay LESSOR the FEE of \$ 250.00 (less damage/cleaning deposit if previously paid) for use of the Facilities as detailed in Exhibit A, no later than November 23, 2009. If the fee is not made by said date, this Agreement will be null and void unless otherwise agreed to in writing by LESSOR. Upon such termination, LESSEE shall be obligated to pay a cancellation fee as specified in the Benton County Fairgrounds Policies and Procedures, Paragraph #9.

4. CAMPING OVERNIGHT

- a. LESSOR does not make any warranties as to suitability of campgrounds for LESSEE'S purposes or compatibility of campground infrastructure to any equipment anticipated to be used by LESSEE or participants in LESSEE'S EVENT. LESSEE is responsible for ensuring that the campgrounds, as they exist, are suitable for LESSEE'S purposes and that campground infrastructure meets the needs of LESSEE and/or participants in LESSEE'S EVENT. LESSEE may request a walk-through of the campground facilities and LESSOR shall take all reasonable steps to

accommodate such a request. PROVIDED that all such walk-throughs shall be during regular business hours only, and may be by appointment only.

- b. Camping on the Fairgrounds property is not permitted unless requested by LESSEE in advance when booking the EVENT. Fees, terms and conditions applicable to camping will be furnished on request and attached to a resultant lease when applicable.

5. CANCELLATION OF EVENT

- a. The parties recognize that cancellations made less than 60 days prior to the first event date will potentially cause the LESSOR to lose lease or rental revenue. The parties further recognize that for a number of reasons outside of the control of the parties, the actual amount of the loss is often difficult to quantify. Therefore, the parties agree to the following schedule of liquidated damages which shall become due and owing if Lessee cancels less than 60 days prior to the first day of the event:

- 1. If the Cancellation is made less than 60 days prior to the first event date, then Lessee shall pay 25% of the Lease fee as liquidated damages;
- 2. If the cancellation is made less then 30 days prior to the first event date, then Lessee shall pay 50% of the fee as liquidated damages.

- b. The liquidated damages specified in this section may be deducted from cleaning or any other deposits retained by the LESSOR, and if any further amount is still due after such deduction, the Lessee may recover such amount due in the same manner as if it were seeking to recover any other sum due under this agreement, and may utilize any lawful means to do so.

6. CONCESSIONAIRES

- a. LESSEE certifies that no food or beverage concessions will be available at the EVENT and understand that it shall not provide such concession services without the prior written permission of LESSOR.

7. NOVELTIES/SOUVENIRS

- a. LESSEE warrants that there will be no novelties, souvenirs or similar merchandise sold at the EVENT.

8. DAMAGE / CLEANING DEPOSIT

- a. LESSEE must pay a damage/cleaning deposit of \$ 250.00 at the time LESSEE executes this Agreement. THIS AGREEMENT IS NOT EFFECTIVE UNTIL EXECUTED BY LESSOR AND THE DAMAGE/CLEANING DEPOSIT IS RECEIVED. Damages to the Fairgrounds' resulting from the EVENT activities will be charged to the LESSEE at replacement cost plus labor; the cost of labor not exceeding the average cost for such labor in the Tri-Cities area. Charges for repairs will be subtracted from the damage/cleaning deposit, as may any other fees specified

as subject to forfeiture of the damage/cleaning deposit elsewhere in this Agreement. The remaining balance, if any, of the damage/cleaning deposit, if any, will be returned to the LESSEE in approximately ten (10) business days after the EVENT date. If the damage/cleaning deposit is less than the amount of damage, LESSEE remains liable for the balance. Neither the Benton County Fairgrounds nor Benton County assume any liability whatsoever for any loss or injury to the LESSEE or LESSEE'S property while on Benton County Fairgrounds' property.

9. INSURANCE

- a. LESSEE agrees to purchase, and maintain in force through the duration of this Agreement **commercial general liability insurance with a limit in the sum of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or death of any one person and property damage and two million dollars (\$2,000,000) in the aggregate for bodily injury to, or death of, any number of persons and property damage.** Said policy may not exclude any activities expected to be, or actually, undertaken during the EVENT or setup/takedown. Said policy shall add Benton County Fairgrounds, Benton County, its officers, directors, its elected officials, agents and employees as additional insured and shall include a provision prohibiting cancellation of said policy except after thirty (30) days prior written notice to LESSOR. A CERTIFICATE OF LIABILITY INSURANCE COVERAGE AS REQUIRED BY THIS SECTION SHALL BE DELIVERED TO THE LESSOR NO LATER THAN THIRTY (30) DAYS PRIOR TO THE FIRST DATE OF THE EVENT. PROOF OF SELF INSURANCE OR PARTICIPATION IN A RISK POOL WITH EQUIVALENT COVERAGE AMOUNTS AS STATED ABOVE SHALL BE SUFFICIENT FOR PURPOSES OF THIS PARAGRAPH.
- b. **All insurance policies required by this section shall include move-in and move-out days, as well as the event days and shall indicate these dates on the insurance certificate.**
- c. All insurance policies required by this section shall cover losses which occur during the covered period, regardless of when the claim is filed, i.e. cannot be "claims made" policies.
- d. All insurance policies required by this section shall be primary to any insurance policies or policies of self-insurance carried by LESSOR;
- e. The limits required by this section are not intended to be an indication of liability nor are they to be considered limits on amount of indemnification;
- f. LESSEE SHALL PROVIDE, NO LATER THAN THIRY (30) DAYS PRIOR TO ANY EVENT COVERED BY THIS AGREEMENT, PROOF OF ALL FORMS OF INSURANCE REQUIRED IN THIS SECTION. THIS PROOF SHALL CONSIST OF A CERTIFICATE OF INSURANCE NAMING "BENTON COUNTY

FAIRGROUNDS" AS CERTIFICATE HOLDER, AS WELL AS COPIES OF ALL KEY PROVISIONS, EXCLUSIONS, AND ENDORSEMENTS FROM THE POLICY INCLUDING THE REQUIRED ADDITIONAL INSURED LANGUAGE.

10. PERMITS/LAWS

- a. All necessary city and/or state permits and/or licenses must be obtained and presented to LESSOR prior to the first day of the EVENT, or the first day of set up if applicable.
- b. LESSEE shall comply with all Federal, State and local laws, ordinances, rules and regulations. LESSEE acknowledges that all buildings, premises or structures located in or upon the leased premises are considered "public buildings" for purposes of RCW Chapter 70.160 that prohibits smoking in and around public places. LESSEE shall ensure that the security personnel retained pursuant to section 11 of this agreement are specifically instructed to enforce the provisions of RCW Chapter 70.160.

11. SECURITY

- a. LESSEE takes full responsibility for the safety and well being of participants while they are participating in the EVENT. LESSEE is responsible for inspecting the building and premises and ensuring that they are sufficient to provide for the safety and security of event participants. LESSOR will make all reasonable attempts to honor requests for a walk through of premises and buildings to be leased provided that such walk through will be by appointment only, during regular business hours.
- b. LESSEE shall designate a primary and secondary contact person for purposes of the EVENT. These contact persons shall be persons who have authority, during the EVENT, to direct how the EVENT is being operated, including the operations of any vendors (such as music DJs, food concessionaires, etc). **Within ten (10) days following execution of this contract, LESSEE shall furnish LESSOR with these contact persons on a form provided by LESSOR including cellular telephone numbers which will allow these persons to be contacted AT ALL TIMES DURING THE OPERATION OF THE EVENT and copies of their photo ID.** Depending on the size of the event, LESSEE may designate more contact persons at LESSEE'S discretion, but shall do so in writing. If event security or law enforcement officers responding to any incident at the event are unable to contact any designated contact for a period of 15 minutes or longer, then LESSOR shall have the option to terminate the EVENT and LESSEE'S license to use the facility pursuant to this Agreement. If the EVENT is terminated for these reasons, LESSEE forfeits all right to recover any payments paid to date.
- c. LESSEE is responsible for hiring security personnel of sufficient skill, and sufficient number to ensure the safety and security of the EVENT and its participants. LESSEE is responsible for choosing the security company and contracting with them for

services. PROVIDED that the following minimum standards for security services shall be observed:

1. The security services contracted for shall be from a licensed and bonded security company authorized to do business in the State of Washington.
 2. The minimum staffing level shall be one security guard for every 100 participants, with a minimum of two security guards hired for the EVENT.
 3. LESSEE is responsible for ensuring the security services meet the minimum staffing levels above even if actual number of participants exceeds the anticipated number of participants.
- d. LESSEE shall provide written proof of compliance with the minimum-security requirements for the EVENT to LESSOR no less than fifteen (15) days prior to the date of the EVENT, or the first day thereof. Proof must be in the form of a signed contract as well as full contact information of the security company for verification purposes. If proof is not so supplied, then the EVENT will be deemed to be cancelled, LESSEE'S license to use the facilities on the EVENT date(s) will be nullified, and the provisions of the cancellation policy will be utilized.
- e. In addition to the security services provisions above, since alcoholic beverages will be consumed at the EVENT, LESSOR may contract with appropriate law enforcement agencies to provide uniformed police officers at the EVENT at LESSEE'S expense. The number of officers necessary will be determined solely by LESSOR in consultation with the appropriate law enforcement agencies. If LESSOR elects to contract with law enforcement agencies as provided herein, then LESSOR shall inform LESSEE in writing of this election, including the total cost of the police officers' services. LESSEE shall pay these total costs prior to the first day of the EVENT and will not be provided access to the premises if such is not paid.
- f. If, at any time, circumstances of the EVENT cause LESSOR or the law enforcement agencies contracted to determine, in their sole discretion, that additional police officers should be hired for the EVENT to ensure the safety of the EVENT, then LESSOR may hire additional police officers for the EVENT. Under such circumstances, LESSEE will be responsible for the additional costs incurred by LESSOR and such additional costs may be deducted by the cleaning or other such deposit.
- g. The police officers hired for this EVENT shall have primary security responsibilities for the EVENT and will also enforce all state and local laws. At all times when the EVENT is active, LESSEE'S designated contact person(s) shall be available for contact by the police officers. Upon demand by the police officers or any one of them, LESSEE or LESSEE'S designated contact shall provide proof of compliance with all permit or license requirements including liquor serving permits. Failure to provide such upon demand, or failure of the designated contact person(s) to be available for contact shall be a breach of this Agreement.

- h. Police officers hired by LESSOR for this EVENT shall have the authority to shut down the EVENT and exclude persons from LESSOR'S property for any of the reasons set out in this Agreement or otherwise provided for by law.

12. SERVING ALCOHOL

- a. Alcoholic beverages shall not be served at this EVENT.

13. NOISE CONTROL

- a. Noise is considered a nuisance if it exceeds 55 decibels between the hours of 6:00 am and 8:00 pm and 45 decibels between the hours of 8:00 PM and 6:00 AM (Kennewick Municipal Code Title 9 Health Sanitation). Decibel reading will be taken at the intersection of 10th Street and Oak Street.
- b. If a reasonable complaint is received alleging excessive noise, the Lessee will be given a warning to reduce the noise level. The volume and bass must be reduced to an acceptable level and remain there. A second complaint will result in the event being continuously monitored by a BCF representative at Lessee's cost in the amount of \$100.00 per hour, which may be deducted from the damage/cleaning deposit. A third complaint will result in the event being shut down and all parties asked to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility. A complaint which results in a citation being issued or arrest being made pursuant to Kennewick code 9.48.010 and 9.48.020, or any other applicable state or local law, shall also result in the event being shut down and all parties required to leave with Lessee forfeiting all lease payments, damage/cleaning deposit and license to use the facility.

15. TERMINATION OR AMENDMENT

- a. Unless otherwise specified herein, the LESSOR reserves the right to terminate or amend this agreement at any time by giving the LESSEE thirty (30) days written notice. Notice will be assumed to be received on the day (except Sundays) following the date when it is addressed to Lessee's address and mailed by first class and certified mail.

16. INDEMNIFICATION AND HOLD HARMLESS

- a. LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected and appointed officials employees, agents, licensees and representatives, from and against any and all suits, claims, actions, losses, costs, penalties, damages, attorneys' fees and all other costs of defense of whatever kind or nature arising out of injuries to or death of any and all persons (including third-parties subcontractors, agents, licensees or representatives, and any of their employees) or damage to or destruction of any property (including, without limitation, LESSEE or LESSOR'S property or any other activity or omission which results in civil liability of any sort or type) in any manner caused by, resulting from incident to, connected with or arising out of LESSEE'S use of the facilities or performance under this agreement, unless such injury, death or damage is caused by the sole negligence of LESSOR. These indemnification

obligations shall specifically include indemnification for any fines, fees, penalties or costs incurred by LESSEE during the course of the event for violations of any law, ordinance or regulation including, but not limited to, Washington's law on Smoking in Public Places, RCW Chapter 70.160. In the event of litigation between the parties to enforce the rights under this paragraph, LESSOR shall be entitled to attorney's fee and all other costs incurred in establishing its rights. LESSEE'S obligations pursuant to this article include investigating, adjusting and defending any cause of action or claim falling within the parameters as set out in this article.

- b. In any and all claims against the LESSOR, its officers, officials, employees and agents by any employee of the LESSEE, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the LESSEE or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the LESSEE expressly waives any immunity the LESSEE might have had under such laws. By executing this Contract, the LESSEE acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the LESSEE makes with any subcontractor or agent performing work hereunder.

18. FAIRGROUNDS CONTACT

- a. The following person(s) is the contact representative of the Benton County Fairgrounds:

Caroline, Farrin, Jim 543-0060
- b. This person(s) may be contacted for the following reasons:
 - 1. To access locked locations of the Fairgrounds for functions essential to the EVENT;
 - 2. In the event of malfunction of services or equipment essential to the EVENT.
- c. This person(s) SHALL be contacted (any one of them) if any of the following occurs:
 - 1. The police department is summoned to the scene for any criminal investigation which takes place on the premises of the Fairgrounds;
 - 2. The fire department or an ambulance is summoned to the scene for an incident involving injury or illness to a person on the premises of the Fairgrounds;
 - 3. LESSEE is unable to ensure that all persons have left the premises of the Fairgrounds at the termination of the EVENT;
 - 4. There is a situation such as a fire, explosion or structural failure, which results in substantial damage to LESSORS' property and/or injury to persons.

19. POLICIES AND PROCEDURES

In signing this Lease Agreement, the LESSEE signifies that said LESSEE has been provided a copy of the Policies and Procedures governing the use of the Benton County Fairgrounds and has had an opportunity to review those policies and procedures. The parties agree that the provisions contained within the Policies and Procedures manual are hereby incorporated into this Agreement and any violation of such provisions shall constitute a breach of this Lease Agreement.

I, Bill F. Stott, Senior Vice Commandant Det #337, Marine Corps League (name and job title/position) have read and fully understand this Agreement. I hereby certify that I have the authority to bind the Marine Corps League to the terms and conditions set forth herein. In the event I do not have the authority, I acknowledge and agree that I shall be personally liable for any payments due under this Agreement and for any breach that occurs under the Agreement. I agree to abide by the conditions set forth in this Lease Agreement and assume the responsibility for enforcing these policies.

LESSOR: BENTON COUNTY

LESSEE: Bill F. Stott, Senior Vice Commandant Det #337, Marine Corps League

BY: _____
Chairman of the Board

BY: Bill F Stott Sr

Date: 11-10-2009

Date: _____

Name: BILL F STOTT SR

Title: Senior Vice Commandant Det 337 WA

Approved as to form:

BY: [Signature]
Civil Deputy Prosecutor

NAME: Bill F Stott Toys for Tots

EVENT DATE: 12/19/2009

SUMMARY OF FEE(S)

Damage/Cleaning Deposit	\$ <u>250.00</u>
Building(s)/Area Fees	\$ <u>250.00</u>
Equipment Fees	\$ <u>0</u>
Insurance Fees	\$ <u>0</u>
Security Fees	\$ <u>0</u>
Refuse Disposal Fees	\$ <u>0</u>
Other Fees	\$ <u>0</u>

TOTAL FEE: \$ 500.00

f

AGENDA ITEM: Consent	TYPE OF ACTION	
MEETING DATE: B/C 11-09-09 F/C 11-23-09	NEEDED	CONSENT AGENDA <u>xx</u>
SUBJECT: Resolution Authorizing Signature on Agreement Amendment with AOC for Becca Programs	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 Benton/Franklin Counties Juvenile Justice Center has executed the contract from the State of Washington, Administrative Office of the Courts, to provide Becca services, which include Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) within the Contractor's jurisdiction pursuant to Chapter 13.32A, Revised Code of Washington (RCW), for the state biennium, to-wit: July 1, 2009, through June 30, 2011.

SUMMARY

The contract amount for July 1, 2009, through June 30, 2011, was \$697,828. This Amendment will adjust this maximum reimbursement for costs to \$673,350. for the period of July 1, 2009 through June 30, 2011.

RECOMMENDATION

I recommend that the Boards of Commissioners of Benton and Franklin Counties sign the Interagency Agreement IAA10160 Amendment 1, for BECCA services, as written.

FISCAL IMPACT

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

MOTION

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

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

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

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE CHAIRMAN OF THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE INTERAGENCY AGREEMENT IAA10160 AMENDMENT 1 BETWEEN THE JUVENILE JUSTICE CENTER AND STATE OF WASHINGTON, ADMINISTRATIVE OFFICE OF THE COURTS, and

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

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

DATED this 16th day of November 2009.

DATED this 23rd day of November 2009.

BENTON COUNTY BOARD OF COMMISSIONERS

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman of the Board

Member

Chairman Pro Tem

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

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

ATTEST:

ATTEST:

Clerk of the Board

Clerk of the Board

INTERAGENCY AGREEMENT IAA10160
between
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
and
BENTON/FRANKLIN COUNTY JUVENILE COURT
AMENDMENT 1

The purpose of this Amendment is to adjust the maximum reimbursement for costs to the CONTRACTOR from \$697,828.00 to \$673,350.00.

This agreement is amended as follows:

COMPENSATION: The Compensation is adjusted as set forth below:

Contractor shall be reimbursed a maximum of \$336,675.00 in state fiscal year 2010 and \$336,675.00 in state fiscal year 2011 for allowable costs incurred during the contract period.

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

AGREED:

THE ADMINISTRATIVE OFFICE
OF THE COURTS

CONTRACTOR

Ramsey Radwan, Director
Management Services Division

see attached signature page
Signature

Printed Name

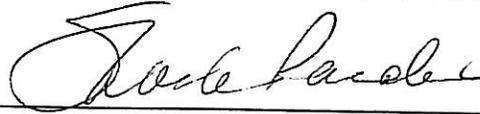
Date

Title

Date

AGREED:

BENTON/FRANKLIN COUNTIES JUVENILE JUSTICE CENTER



11/19/09

Sharon A. Paradis, Juvenile Court Administrator

Date

Benton County Approval	Franklin County Approval
<p>Approved as to Form:</p> <p> 11/15/09</p> <p>Sarah Perry, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Max E. Benitz</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____</p> <p>Attest: Clerk of the Board: _____</p>	<p>Approved as to Form:</p> <p><u>Agreed Review Performed by Benton County</u></p> <p>Ryan Verhulp, Civil Deputy Prosecuting Attorney Date</p> <p>By: _____ Name: <u>Rick Miller</u> Title: <u>Chairman, Board of Commissioners</u> Date: _____</p> <p>Attest: Clerk of the Board: _____</p>

RESOLUTION

9

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUND WITHIN THE
CURRENT EXPENSE FUND NUMBER 0000101, OFFICE OF PUBLIC DEFENSE
DEPARTMENT 136

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 _____, _____ 2009

Chairman of the Board

Member

Member

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

Attest: _____
Clerk of the Board

cc: Commissioners; Auditor; File, OPD

Gerry

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Office of Public Defense

Dept Nbr: 136

Fund Name: Current Expense

Fund Nbr: 0000-101

TRANSFER FROM: Dept 000

TRANSFER TO: Dept 000

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.814	1920	Bi-County Indigent Defense Coordinator	\$14,900	512.818	4101	Legal Services	\$68,831
512.819	4103	Professional Services	\$33,931				
512.819	4163	Superior Court Indigent Defense	\$20,000				
TOTAL			\$68,831	TOTAL			\$68,831

Explanation:

Transfer of funds to District Court legal services for contract monthly compensation in November and December of 2009.

Prepared by: Denise Gerry

Date: 23-Nov-2009

Approved

Denied

Date: _____

Chairman

Member

Member

<u>AGENDA ITEM</u>	<u>ACTION NEEDED</u>	<u>DISCUSSION TYPE</u>
Meeting Date: 23 Nov 2009 Subject: debris blower Memo Date: 18 Nov 2009 Prepared By: AJF Reviewed By:	Execute Contract Pass Resolution X Pass Ordinance Pass Motion Other	Consent Agenda X Public Hearing 1st Discussion 2nd Discussion Other

SUMMARY

For consideration by the Board is a resolution directing staff to purchase a Harper Goossen brand, commercial grade debris blower. This equipment would connect to our tractors via the PTO attachment.

BACKGROUND

There are a number of applications this equipment will assist with. We have himmed and hawed about making a purchase like this for some time, and have finally decided to do something about it.

The primary application will be fall leaf removal, primarily at Two Rivers Park. Secondary uses will be road and trail clearing, primarily at Horn Rapids Park where winds and other activity are constantly moving dirt and small gravel onto the paved roads and trails. It may also be useful for some snow removal. All of these applications are very labor intensive, and leaf removal can be hard on some of our other equipment (mowers for mulching).

The blower might also be useful for similar applications at the Fairgrounds, Justice Center, and Courthouse.

Staff has obtained three quotes, cited below. The equipment is readily available and would be acquired immediately to assist with the leaf situation at Two Rivers.

Quotes received...

Central Machinery Sales	Pasco	\$ 4007.10 (including WSST)
SS Equipment	Pasco	\$ 4169.55 (including WSST)
RDO Equipment	Pasco	\$ 4386.15 (including WSST)

The resolution directs staff to make the purchase from Central Machinery Sales, Inc. in Pasco.

ATTACHMENTS

- Three quotes
- Fact sheet on the DB2700

FISCAL IMPACT

The resolution is written not to exceed \$5000.00. All funds are available and shall come from the Park Development Fund.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EQUIPMENT FOR THE PARKS DEPARTMENT

WHEREAS, a debris blower attachment is needed for the existing Kubota tractors at Two Rivers and Horn Rapids Parks to better assist with various capital improvement and maintenance projects; and,

WHEREAS, a suitable debris blower attachment – the Harper Goossen brand DB2700 – is available; and three price quotes have been obtained; with the lowest quote for the debris blower received from Central Machinery Sales, Incorporated of Post Office Box 2838, Pasco, Washington; **NOW THEREFORE**,

BE IT RESOLVED, that the Board of Benton County Commissioners authorizes and directs staff to purchase the described debris blower attachment from Central Machinery Sales, Inc., for an amount not to exceed \$5,000.00 inclusive of all fees and taxes. This purchase shall be made from the Park Development Fund.

Dated this _____ day of _____, 2009.

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, Parks

Prepared by: A.J. Fyall

PURCHASE ORDER

DERIVED FROM SELLER Central Machinery Sales, Inc. 4708 E James St - P.O. Box 2838 Pasco WA 99301		ORDER DATE 10/19/2009	ORDER NUMBER
PHONE 509-547-9003		SALES REPRESENTATIVE Gary Graber	
PURCHASER'S FULL NAME Benton County Parks-		D/B/A Benton County, Washington	
PURCHASER'S ADDRESS STREET 7122 West Okanogan Place		CITY Kennewick	STATE/PROV. Wa.
RESIDENCE PHONE Fax 509-736-2708		COUNTY Benton	ZIP/POSTAL CODE 99336
BUSINESS PHONE 509-736-3053		EXT.	

DELIVERY TO BE MADE ON OR BEFORE 10-25-2009 OR AS SOON THEREAFTER AS POSSIBLE AS DELIVERY TO BE MADE TO THE FOLLOWING ADDRESS, IF DIFFERENT FROM PURCHASER'S ADDRESS.
 STREET 213316 East Finley Rd. CITY Kennewick STATE Wa-99337

Quantity			Make, Model, Description	Year	Tag	Serial No./Attach	Cash Price Each Item
New	Used	Demo					
x			Gossen model 90024 Debris Blower 27 in fan, PTO driven	2009		08A12	\$3,700.00
			includes delivery charge				

TRADE-IN EQUIPMENT

Year Mfg.	Make	Description Model	Serial No.	Trade Allowance
	N/A			
				0

TRANSPORTATION EXPENSE	
SALES TAX	\$307.10
TOTAL	\$4,007.10

This is a cash transaction. If the Purchaser so requests prior to acceptance, the cash due on delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Accounts Receivable System Agreement, which is incorporated into the Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.

Purchaser hereby bargains, sells and conveys unto Seller the above described trade-in Equipment and warrants and certifies it to be free and clear of liens, encumbrance, and security interests, except to the extent shown below.

I. Trade Allowance \$ _____
 II. Less Amount Owed To 0 \$ _____
 III. Net Trade Allowance (I - II) \$ _____
 IV. Other (Specify) _____ \$ _____
 V. Trade Down Payment \$ _____

1. CASH PRICE	\$ 3,700.00
2. CASH DOWN PAYMENT	\$ _____
3. TRADE DOWN PAYMENT	\$ _____
4. TOTAL DOWN PAYMENT	\$ 0.00
5. UNPAID CASH BALANCE	\$ 3,700.00
6. Sales Tax	\$ 307.10
7. Other Fees or Charges	\$ _____
8. Total Taxes and Fees (6 + 7)	\$ 307.10
9. Cash Due on Delivery (5 + 8)	\$ 4,007.10

WARRANTY

NEW EQUIPMENT
 Any warranties provided by the Dealer on any NEW EQUIPMENT set forth on the reverse side hereof shall be given to Purchaser by separate statement, the receipt whereof is hereby acknowledged by Purchaser.

USED EQUIPMENT
 USED EQUIPMENT covered by this Purchase Order is sold AS IS, WHERE IS, WITH NO REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing.

NOTICE TO PURCHASER

1. Read this contract before you sign it.
 2. You are entitled to an exact and completely filled in copy of this contract when you sign it. Keep it to protect your legal rights.
 3. Purchaser acknowledges receipt of a fully completed copy of this contract and Purchaser waives notice of the acceptance or rejection of this order by the seller.
 4. The additional terms and conditions set forth on page 2 are a part of this contract and are incorporated herein by reference.
- It is understood that this is the entire agreement between the parties.

Purchaser's Signature _____

 Print Name _____ Date _____

Accepted by: Gary Graber
 Dealer or his Authorized Representative

SELLER AND MANUFACTURER MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS) EXCEPT AS PROVIDED ON PAGE 2.

Sales Quote SS Equipment Inc

CHAD LETTRICK

SS Equipment Inc.
New Holland Ag
708 North Oregon Ave.
Pasco WA. 99301

Outside Sales Rep.

CHAD LETTRICK
Office Number 509-547-1795
Cell Number 509-851-8754

E-Mail chad.lettrick@sseqinc.com
Company E-Mail www.sseqinc.com

**Q
U
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BILL TO:
2-RIVERS COUNTY PARK
ATT: ADAM FYALL
CELL: 509-531-7106
FAX: 509-7362708

Account Number:

Quotation Date: 10/21/2010

Quotation Number: 1

Valid Until: 10/31/2010

Description	Model #	STK #	Vln #	QTY	Amount
HARPER GOSEN DEBRIS BLOWER DB270C				1	\$3,750.00
Subtotal					\$3,750.00
Shipping					\$100.00
Tax Rate					8.30%
Total Tax					\$319.55
TOTAL					\$4,169.55

Comments / Notes

THIS UNIT IS A NEW UNIT FROM RANKIN EQ. BUT IT DOES HAVE A FEW DEMO HR'S. ON IT.

For all your Equipment Needs one Company SS Equipment Inc. New Holland Ag



Investment Proposal for:
 BENTON CO FACILITIES AND
 PARKS
 7122 W OKANOGAN PLACE
 KENNEWICK, WA 99336
 Phone: (509) 783-3118



Justin Hoegh
 1707 East James
 PO Box 2445
 Pasco, WA 99301
 Phone: (509) 547-0541
 Mobile: (509) 366-9426
 Fax: (509) 547-7635

Thank you for allowing me the opportunity to quote you this equipment. We appreciate your business. Justin

Equipment: NEW 2009 RANKIN EQUIPMENT Goossen 3pt Blower

List Price \$4,015.00

Key Features

900204 DEBRIS BLOWER

Serial Number

TBD (0 Approximated Hours)

Equipment Price \$3,650.00

Prep / Reconditioning

\$200.00

Freight In

\$150.00

Delivery Out

\$60.00

Estimated Conversion Price:

\$4,050.00

PROPOSAL SUMMARY

Equipment Total

Sub Total

\$4,050.00

Estimated sales tax to apply

\$4,050.00

(0302 WA KENNEWICK 8.3%)

\$336.15

Total Investment

\$4,386.15

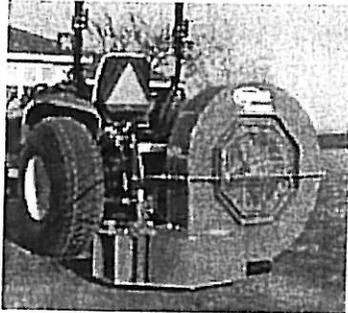
Justin Hoegh

Sales

RDO EQUIPMENT CO. - AG

JHoegh@rdoequipment.com

Debris Blower



Discover the Power of a hurricane

Designed for cleaning leaves and debris from parks, athletic fields, driveways, lawns, golf course fairways and greens, parking lots, and other large areas.

- Used for managing unwanted water on athletic fields, racetracks, tennis courts, parking lots, golf courses, and playgrounds.
- Rugged, welded steel frame construction with aerodynamically designed blower housing for super-quiet operation.
- 40" blower housing is split to allow for easy access to fan.
- Dynamically balanced 36" blower fan has 8 paddles made of 1/4" steel and spins on greaseable heavy-duty bearings.
- Bi-directional air discharge is controllable by lever from operator seat.

Model	DB2700
Air Flow	4000 CFM (approx. 220 mph)
Noise (@ tractor seat)	81 decibels
Blower Housing	31" split design
Fan	27" diameter
Drive	540 rpm PTO belt drive
PTO Shaft	2N metric
Belt Drive	4/3b powerband
Mounting	tractor 3-pt, Cat. I
Anti-Scalp	tough 3" diameter rollers
Power Requirement	20-30 PTO hp min.
Weight	425 lbs.
Dimensions	43"L x 48"W x 36"H

<u>AGENDA ITEM</u>	<u>TYPE OF ACTION NEEDED</u>	
Meeting Date: Nov. 23, 2009 Subject: <u>Line Item</u> <u>Transfer</u> Prepared by: <u>Melina Wenner</u>	Execute Contract Pass Resolution <u>X</u> Pass Ordinance Pass Motion Other	Consent Agenda <u>X</u> Public Hearing 1st Discussion 2nd Discussion Other

i

BACKGROUND INFORMATION

Please see attached Exhibit A.

SUMMARY

Same as above

RECOMMENDATION

Pass resolution.

FISCAL IMPACT

None

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN THE INSURANCE MANAGEMENT BUDGET IN THE AMOUNT OF \$50,000.

BE IT RESOLVED by the Board of Benton County Commissioners, that \$50,000.00 shall be transferred as more clearly defined in Exhibit A 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

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Personnel Dept Nbr: 127
 Fund Name: Insurance Management Fund Nbr: 0504101
 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
514.770	4917	Liability Claims	\$50,000	514.770	5122	Unemployment Comp	\$50,000
TOTAL			\$50,000	TOTAL			\$50,000

Explanation: Due to a rise in layoffs, there is a need to transfer money into the unemployment compensation line item.

Prepared by: Melina Wenner Date: 20-Nov-2009

Approved Denied

Date: _____

_____ Chairman

_____ Member

_____ Member

BENTON COUNTY TRAVEL EXPENSE REIMBURSEMENT

Name:

Address:

Clark Posey FUND: 0000-101-116 Month August, Sept, Oct, Nov 2009

IRS PUB 1542

Under WWW.IRS.GOV/ Search for 1542

Note: A receipt for the following must be attached to your form: Transportation fares, room charges, parking fees, registration fees, and meals by Commissioners and Department managers

Date	MEALS				Totals	LODGING Receipts Required				Registration Fee	Purpose	Location
	Breakfast	Lunch	Dinner	Totals		Lodging	Airfare Taxi Transport	Rental Car/ Parking Fees	Travel Mileage			
8/6/09			X	17.00					X		BDA	
9/3/09			X	17.00					X		BDA	
11/5/09			X	17.00							BDA	
01/13/09			X	17.00							PC	
TOTALS					68.00							

I hereby certify that under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payments have been received on account thereof.

Signature of Employee: Clark Posey
 Job Title: Senior Planner - Current

Approval: _____
 Date: _____

Dept	Budget Coding	
	Base Sub	Object
116	558.600	4301
		68.00



RESOLUTION

K

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: APPLICATION FOR A FRANCHISE BY BENTON IRRIGATION DISTRICT, TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, REPAIR, OR REPLACE IF NECESSARY, A PRESSURIZED WATER DELIVERY SYSTEM LOCATED IN SECTIONS 13 AND 24, T 9 N, R 25 E, W.M., AND SECTIONS 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 25, 35, AND 36, T 9 N, R 26 E, AND SECTIONS 6, 7, AND 18, T 9 N, R 27 E, W.M. IN UNINCORPORATED BENTON COUNTY;

WHEREAS, Benton Irrigation District has submitted an application to create a franchise within the Sections listed above in unincorporated Benton County, NOW, THEREFORE,

BE IT RESOLVED that a Public Hearing on the application for franchise by Benton Irrigation District be held on Monday, December 14, 2009 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 18th day of November, 2009.

23

Chairman

Chairman Pro-Tem

Member

Attest: _____
Clerk of the Board

Constituting the Board of County
Commissioners of Benton County,
Washington

MB:LSS

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE BOARD TO SIGN THE AMENDMENT TO THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS AGREEMENT NO. K7926 FOR JAIL BED SPACE AT THE BENTON COUNTY JAIL LOCATED IN THE BENTON COUNTY JUSTICE CENTER

WHEREAS, Benton County and the Washington State Department of Corrections have an Agreement No. K7926 for the use of the Benton County jail facilities via Resolution 08-1003; and

WHEREAS, Agreement No. K7926 expires December 31, 2009; and

WHEREAS, Benton County and the Washington State Department of Corrections wish to amend Agreement No. K7926 and extend the expiration date to December 31, 2010 as well as increase the base rate to \$63.02 per day per DOC offender; and

WHEREAS, the Benton County Sheriff has reviewed the amendment and recommends amending Agreement No. K7926; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of County Commissioners approves the attached amendment to Agreement No. K7926 between Benton County and the Washington State Department of Corrections to continue the use of the Benton County jail facilities by the Washington State Department of Corrections for the calendar year 2010.

Dated this _____ day of _____, 2009.

Chairman of the Board

Member

Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board



This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and Benton County, hereinafter referred to as the County, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the County.

WHEREAS the purpose of this contract amendment is to increase compensation and extend the period of performance;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and County agree as follows:

Section 2.01 Term is amended as follows:

The term of this Agreement shall begin January 1, 2009, and continue through December 31, 2010 ((2009)). If the parties do not execute an amendment by December 24, 2010 ((2009)) that extends this agreement, the Department will arrange to move the offenders to another facility.

Section 3.10 Billing is amended in part as follows:

The base rate will be \$63.02 ((\$60.02)) per day per Department offender for the calendar year 2010 ((2009)).

Additions to this text are shown by underline and deletions by ((~~strikeout~~)). All other terms and conditions remain in full force and effect. The effective date of this amendment is January 1, 2010.

THIS CONTRACT AMENDMENT, consisting of one (1) page, is executed by the persons signing below who warrant that they have the authority to execute the contract.

BENTON COUNTY

DEPARTMENT OF CORRECTIONS

Max Benitz, Jr., Commissioner Chair DATE

Gary Banning DATE
Contracts Administrator

Leo Bowman, Commissioner DATE

James Beaver, Commissioner DATE

Larry Taylor 11-16-09

Larry Taylor, Sheriff DATE

Approved as to Form:

Approved as to form:
This amendment format was approved
by the office of the Attorney General.
Approval on file.

Andy Miller 11-17-09

Andy Miller, Prosecuting Attorney DATE

Jonathan Young

Jonathan Young, Deputy Prosecuting Attorney
State of Washington K7926(1)
Department of Corrections

m

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

WHEREAS, A K-9 named "Nena" has served many years of good service to the citizens of Benton County and is considered to be no longer effective in his duties, and

WHEREAS, the Benton County Sheriff has declared that the K-9 named "Nena" to be surplus, and

WHEREAS, the Personal Property Manager has determined that the K-9 named "Nena" is of no further use by any other county department or office; and,

WHEREAS, the K-9 named "Nena" has no commercial value; and,

WHEREAS, it is the recommendation of the Personal Property Manager and the Benton County Sheriff that the K-9 named "Nena" has no further value to any county agency and should be declared surplus; 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 and the Benton County Sheriff, that the K-9 named "Nena" is surplus and is to be made available to Deputy Arin Reining, who is the current handler of "Nena", in consideration for the future care and wellbeing of a faithful Benton County public servant; and

BE IT FURTHER RESOLVED, that the Board of Benton County Commissioners approves and signs the attached acknowledgement of responsibilities and waiver of liability for the transfer of care, custody and ownership of Benton County Sheriff Office K-9 Deputy "Nena" to Arin Reining.

Dated this 23rd day of November, 2009.

Chairman of the Board

Member

Member

Constituting the Board of County
Commissioners of Benton County, Washington

J.Thompson

Attest: _____
Clerk of the Board

**ACKNOWLEDGMENT OF RESPONSIBILITIES
AND
WAIVER OF LIABILITY
FOR
TRANSFER OF CARE, CUSTODY AND OWNERSHIP
OF
BENTON COUNTY SHERIFF'S OFFICE K-9 DEPUTY "Nena"
TO
ARIN REINING**

WHEREAS Sheriff's Deputy Arin Reining ("TRANSFEREE") has been the handler for K9 Deputy "Nena" and has established a bond with the said K9 Deputy;

WHEREAS K9 Deputy Nena has reached the age at which retirement from active service as a patrol K9 is appropriate;

WHEREAS via separate appropriate resolution, Benton County ("COUNTY") has declared K9 Nena as surplus personal property and has transferred any and all legal title to K9 Nena to TRANSFEREE in his capacity as a private individual for consideration consisting of his agreement to provide a home and care for K9 Nena as befitting a retired patrol K9;

WHEREAS TRANSFEREE desires to accept responsibility for all of K9 Nena's actions from this point on;

THEREFORE the parties agree as follows:

1. TRANSFEREE acknowledges that he has agreed to take full and complete ownership of K9 Nena and full and complete responsibility for any of K9 Nena's actions. TRANSFEREE pledges valuable consideration in the form of a home and proper care for K9 Nena as befitting a retired patrol K9.
2. TRANSFEREE specifically agrees that, in case where there is any claim or lawsuit against COUNTY for actions taken by K9 Nena, after the date of this waiver, asserting any legal cause of action, including but not limited to: bodily injury, property damage, personal injury, or any derivatives thereof, including infliction of emotion distress, TRANSFEREE shall defend, indemnify and hold harmless COUNTY, its elected officials, employees and agents, against any such liability including punitive damages. This indemnification obligation specifically includes adjusting, investigating and defending against any such claim or lawsuit.
3. TRANSFEREE shall not transfer title, ownership or custody of K9 Nena (except for temporary custody incidental to vacations, trips, etc) to any other person or entity except upon the express written approval of COUNTY.
4. If TRANSFEREE believes that, due to whatever circumstances, he/she is unable to care for K9 appropriately, he/she shall not transfer title, ownership or custody of K9 Nena without providing 30 days written notice to the Sheriff of Benton County. COUNTY shall then have a period of 30 days within which to notify TRANSFEREE whether it wishes to regain custody of K9 Nena. If COUNTY so chooses, full title, ownership and

custody of K9 Nena shall revert to COUNTY at no cost to COUNTY and TRANSFEREE shall cooperate in any reasonable manner to effectuate such transfer. If COUNTY determines that transfer to a specific third party is appropriate, then TRANSFEREE shall cooperate in any reasonable manner to effectuate such transfer except that any reasonable expenses borne by TRANSFEREE in effectuating such transfer shall be reimbursed by COUNTY if COUNTY is provided with a written estimate of such expenses in advance.

EXECUTED this ___ day of November, 2009

DATED: _____

DATED: 11/13/09

BENTON COUNTY BOARD OF COMMISSIONERS

Chairman



Arin Reining

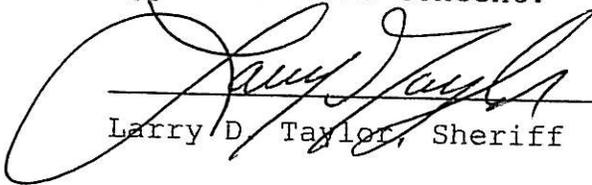
Member

Member

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

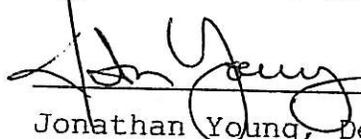
Attest: Clerk of the Board

Approved as to Content:



Larry D. Taylor, Sheriff

Approved as to Form:



Jonathan Young, Deputy Prosecuting Attorney
Its

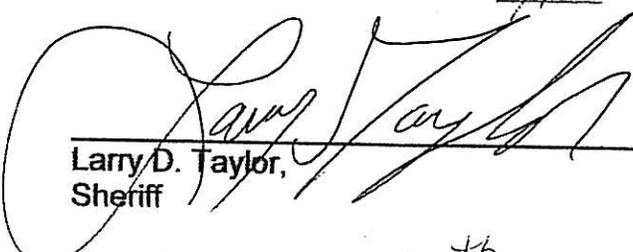
BENTON COUNTY SHERIFF

HOLD HARMLESS AGREEMENT

This agreement concerning the sale of canine named "NENA" is entered into by and between the Benton County Sheriff's Office, through Benton County Sheriff Larry D. Taylor, and Arin Reining, acting in her individual capacity. The parties hereby agree and stipulate that Nena is no longer able to work as a K-9 dog because of her advanced age, which prevents her from performing the daily duties required of her. Therefore, the parties agree that Arin Reining, having been the handler for the dog named "Nena", and desiring to retain said dog, should purchase and agrees to purchase said dog for good and valuable consideration of \$1.00.

Pursuant to this agreement, Arin Reining recognizes that as of the date of this agreement, she is the complete owner of the dog named "Nena" and assumes full responsibility for the dog and agrees to hold harmless the Benton County Sheriff's Office and Benton County for any liability resulting from any conduct of said dog. This agreement terminates any interest that the Benton County Sheriff's Office had in the canine known as "Nena".

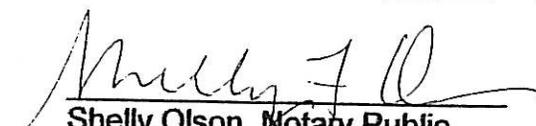
Dated this 13 day of November, 2009


Larry D. Taylor,
Sheriff

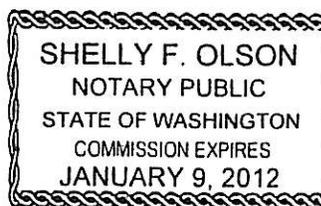

Arin Reining

11/13/09

Signed before me this 13th day of November, 2009


Shelly Olson, Notary Public
State of Washington
Residing in Pasco

My commission expires 4/9/2012



RESOLUTION

n

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN
CURRENT EXPENSE FUND NUMBER 0000-101, SHERIFF PATROL
DEPARTMENT NUMBER 121.

BE IT RESOLVED, by the Board of Benton County Commissioners, that 2009
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

RESOLUTION



BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF LEASING TWO KONICA MINOLTA BIZHUB C452 COPIERS FROM KONICA FOR THE BENTON COUNTY TREASURER'S DEPARTMENT FOR THE PROSSER AND KENNEWICK OFFICES

WHEREAS, the Benton County Treasurer's Department would like to enter into a 60 month lease option with KONICA for the leasing of two Konica Minolta Bizhub C452 Copiers, as the current leases have expired; and

WHEREAS, the Board of County Commissioners will need to approve and sign the Lease/Purchase Agreements attached hereto. Attached to the Lease/Purchase Agreement is a copy of the State Contract #03706 (Exhibit A), and Detailed Pricing Sheet (Exhibit B), together, these outline the fees to be charged to the Benton County Treasurer's Department for the lease of the copiers; and

WHEREAS, the monthly maintenance and lease agreements amounts will be \$193.84 per copier lease including all supplies, except paper, at \$0.0091 per black/white copy and \$0.0562 per color copy; and

WHEREAS, it is the recommendation of the Benton County Treasurer's Department that the Board of County Commissioners sign the Lease/Purchase Agreements attached hereto; and

WHEREAS, KONICA is a vendor under the State Contract #03706 (Exhibit A); NOW THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners is authorized to sign the Lease/Purchase Agreements 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: Treasurer's Office; Rosie Sparks, Auditor's Office; Rosemary Ozuna, Prosecuting Attorney's Office

LEASE/PURCHASE AGREEMENT

Benton County, Washington

Benton County is a political subdivision, with its principal offices located at 620 Market Street, Prosser, WA 99350

COUNTY RESOLUTION No. _____

This order number must appear on all invoices, packing slips, packages, correspondence, etc.

VENDOR: Konica Minolta Business Solutions USA, Inc.

VENDOR CODE: (Fed. Tax ID) 13-1921089

VENDOR CONTACT: Tyrone Jordan

VENDOR CONTACT PHONE: (800) 456-6422 ext. 2603

TYPE OF LEASE: Copy machine lease per WA State Contract #03706.
Single invoice for both operating lease and overages.

AGREEMENT:

In exchange for the consideration identified herein, the Vendor agrees to provide the following office equipment to Benton County under the terms described within this agreement.

P.O. DATE:

Delivery Date:

SHIP TO:

Benton County Treasurer
Department
620 Market Street
Prosser, WA 99350

BILL TO:

Benton County
Treasurer
Department
P.O. Box 630
Prosser, WA 99350

REMIT TO:

ABADAN
79 Aaron Drive
Richland, WA 99352

Line	Model	Description	Term	Unit Price	Total Price
1	BC-452	Lease of Konica Minolta Bizhub C452 copier per Washington State Contract #03706. Payment and meter reading/billing for additional images conducted monthly. Cost per color image: \$.0562. Cost per BW copy: \$.0091.	60 months	\$149.67	\$8,980.20
2	FS-527	FS-527 Floor Finisher per State Contract #03706.	60 months	\$15.85	\$951.00
3	PK-517	PK-517 Punch Kit (for FS-527) per State Contract #03706.	60 months	\$3.97	\$238.20
4	LU-301	LU-301 Large Capacity Unit (3,000 Letter sheets) per State Contract #03706.	60 months	\$14.41	\$864.60
5	FK-502	Super G3 Fax Board per State Contract #03706	60 months	\$8.74	\$524.40
6	MK-720	Mount Kit per State Contract #03706	60 months	\$1.20	\$72.00

The term of this Agreement shall be 60 months:

Beg: / / through: / / exp. time:

SUB TOTAL = \$11,630.40
8.3% SALES TAX = \$965.32
TOTAL ORDER = \$12,595.72

This Lease Agreement incorporates by reference all terms and conditions of an operating lease issued off the State of Washington Contract No. 03706 (copy attached hereto as Exhibit A), as well as special prices specifically applicable to this Lease Agreement (copy attached hereto as Exhibit B). In case of conflict concerning pricing, ambiguity should be resolved in favor of the special prices specifically applicable to this Lease Agreement as set forth within Exhibit B.

In case of all other conflicts, the order of precedence is:

1. The State of Washington Contract No. 03706
2. This Lease Agreement.

Vendor's signature on this Lease Agreement certifies acceptance of this Agreement and all terms and conditions, and supersedes any conflicting terms.

QUESTIONS AND CLARIFICATIONS SHOULD BE ADDRESSED TO BUYER CONTACT:

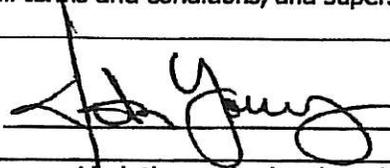
Dept. Director: Duane A. Davidson,
Benton County Treasurer Department
Title: County Treasurer

Address: 620 Market Street, PO Box
630, Prosser, WA 99350

Phone: (509) 786-2255

Fax: (509) 786-5628

Approved as to Form
(Deputy Prosecutor):



By signing in the space provided, the parties hereby acknowledge the following:

- 1) The person executing this Agreement is authorized to enter into and undertake contractual financial obligations on behalf of his/her party;
- 2) The person executing this Agreement is authorized to do so by his/her party;
- 3) The parties agree that they shall be bound by facsimile or electronic copies of Agreements (including purchase orders) and further agree that such copies shall constitute the original agreement(s) for all purposes.

Vendor Name (Print): _____ Title: _____ Date: _____

Vendor Signature: _____

Chairman
Benton County
Board of Commissioners: _____ Date: _____

Member
Benton County
Board of Commissioners: _____

Member
Benton County
Board of Commissioners: _____

Constituting the Board
of County Commissioners
of Benton County (Clerk): _____

State of Washington

Current Contract Information

Effective Date: Wednesday, October 28, 2009

Contract Number:	03706 (Replaces 05899 and 07903)		Commodity Code:	3611
Contract Title:	Multifunctional Document Devices, Standalone and Networked			
Purpose:	<p>Updated new ColorQube (solid ink) and updated products for Xerox, Sharp, Ricoh and repaired links for Konica and IKON; Contract extended with Xerox, Ricoh, Konica Minolta and Sharp for 24 months. IKON operates as an authorized dealer for Ricoh on the contract. The Contract Scope was clarified as follows:</p> <p>“The section 1.4 Contract Scope is clarified by adding the following as paragraph 4: “The parties [General Administration & Vendors] agree to clarify that the Multifunctional Document Devices, Standalone and Networked, Contract #03706 governs only the sales, rentals and leases of equipment. Managed print services are not governed by this contract. Managed print service is defined as: As a service, Managed Print (Services) is a model in which office printing capability is provided at a fixed cost per copy. This is not an equipment-based contract, but rather a service in which the provider is fully responsible for the required printing functionality.” See contract administrator if you have any questions about contract purchases or contract terms.</p>			
Term:	April 2, 2009	Through:	April 1, 2011	
For Use By:	<p>All Agencies, Departments and Institutions of Higher Education (College and Universities, Community and Technical Colleges) of the State of Washington, Political Subdivisions and Qualified Non-profit Organizations that are part of the Washington State Purchasing Cooperative (WSPC) and the Materials Management Center.</p> <p>A list of WSPC members is available on the Internet at: https://fortress.wa.gov/ga/inet/servlet/PCACoopListSv</p>			
Scope of Contract:	This contract is awarded to MULTIPLE contractors.			
Contractors:	<ol style="list-style-type: none"> 1. <u>Konica Minolta Business Solutions USA, Inc.</u> 2. <u>Ricoh Corporation</u> 3. <u>Sharp Electronics Corporation</u> 4. <u>Xerox Corporation</u> 	Page 5 Page 8 Page 11 Page 13		
Related Contracts:	08101 Mail Equipment, 00902 Fax Machines			
Term Worth:	\$45,000,000/2 years			
Current Participation:	\$0 MBE	\$0 WBE	\$45,000,000 OTHER	\$0 EXEMPT
	MBE 0%	WBE 0%	OTHER 100%	EXEMPT 0%

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the number(s) listed below.

Washington State Department of General Administration
 Office of State Procurement, PO Box 41017, Olympia WA 98504-1017

The State of Washington is an equal opportunity employer. To request this information in alternative formats call (360) 902-7400 or TDD (360) 664-3799.

CATEGORY 11 Monochrome and Color Standalone and Networked Devices – Copy Speed: 40-49 cpm Color Speed

Konica Minolta Business Solutions USA, Inc.

The following machines and their associated accessories have been approved by the Office of State Procurement:

Brand	Model	CPM Speed	Max Monthly Duty Cycle
Konica Minolta	<u>bizhub C452</u>	45M/45C	150,000
Konica Minolta	<u>bizhub C552</u>	55M/45C	200,000

[Click here for Pricing Information.](#)

Base machine pricing includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 11 machines, Copy Speed: 40-49 cpm \$0.0091/copy (Monochrome) and \$0.0562/copy (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.

CATEGORY 11 (40-45 cpm) Color Speed Monochrome and Color Standalone and Networked Devices										
Additional Installation/Network Labor Rate	List Price	Net Purchase Price	24-Month Rental	36-Month Rental	48-Month Rental	60-Month Rental	36-Month Lease	48-Month Lease	60-Month Lease	
Each Additional Workstation Network Connection	\$135.00/hr	\$100.00/hr								
Other Optional Accessories:		\$25.00								
Fax Kit										
Option Mount Kit (Box Type)	\$1,008	\$482.00	\$23.61	\$16.60	\$13.52	\$11.81	\$15.90	\$12.58	\$10.71	
PK-517	\$200.00	\$54.00	\$2.65	\$1.86	\$1.51	\$1.32	\$1.78	\$1.41	\$1.20	
PK-517 Punch Kit (option for the FS-527)	\$552.00	\$178.50	\$8.74	\$6.15	\$5.01	\$4.38	\$5.89	\$4.66	\$3.97	

Base machine pricing above includes free installation and up to 2 hours of free operator training.

Maintenance and Repair Service: Cost per copy with all supplies included (excluding only paper) for standalone and network connected Category 11 machines, Copy Speed: 40-49 cpm **\$0.0091/copy** (Monochrome) and **\$0.0562/copy** (Color) for all equipment, accessories and software obtained through this Contract. Per copy service fee begins when equipment is delivered and installed.



State of Washington
Additional Optional Accessories
RFP 03706

Category	Item Number	Item Description	KMS List Price	Washington Purchase Price	Discount from List	RENTAL PRICES				LEASE PRICES			
						Monthly Rental Payment	Monthly Rental Payment	Monthly Rental Payment	Monthly Rental Payment	Monthly Lease Payment	Monthly Lease Payment	Monthly Lease Payment	
						24 Months	36 Months	48 Months	60 Months	76 Months	48 Months	60 Months	
11	b2huh C452 OPTIONAL ACCESSORIES												
	PAPER SUPPLY OPTIONS:												
	A03N0Y1	LU-301 Large Capacity Unit (3,000 letter sheets)	\$1,600.00	\$1,057.00	34%	\$51.78	\$36.40	\$29.64	\$25.91	\$34.86	\$27.58	\$23.50	
	A0TJWY2	LU-204 Large Capacity Unit (2,500 sheets/Letter, Legal, Ledger and 12"x18")	\$3,150.00	\$2,079.00	34%	\$101.85	\$71.60	\$58.30	\$50.96	\$68.57	\$54.24	\$46.22	
	OUTPUT OPTIONS:												
	A0D5WY1	J5-504 Job Separator Tray	\$472.00	\$160.48	66%	\$7.86	\$5.53	\$4.50	\$3.93	\$5.29	\$4.19	\$3.57	
	A0HRVY1	F5-527 Floor Finisher	\$1,750.00	\$617.10	65%	\$30.23	\$21.25	\$17.30	\$15.13	\$20.35	\$16.10	\$13.72	
	A100WY1	SD-509 Saddle Stitcher Kit (for F5-527)	\$1,355.00	\$479.40	65%	\$23.49	\$16.51	\$13.44	\$11.75	\$15.61	\$12.51	\$10.66	
	A10EWH1	PK-517 Punch Kit (for F5-527)	\$552.00	\$178.50	68%	\$8.74	\$6.15	\$5.01	\$4.38	\$5.89	\$4.66	\$3.97	
	A10FWY1	J5-603 Job Separator Tray (3rd Output Tray) (for F5-527)	\$231.00	\$78.54	66%	\$3.85	\$2.70	\$2.20	\$1.93	\$2.59	\$2.05	\$1.75	
	i-Option ACCESSORIES:												
	A0PD0Y2	LK-102 i-Option License Kit (PDF Encryption)	\$945.00	\$472.50	50%	\$23.18	\$16.27	\$13.25	\$11.56	\$15.50	\$12.33	\$10.50	
	A0PD0Y5	LK-105 (Searchable PDF)	\$630.00	\$315.00	50%	\$15.43	\$10.85	\$8.83	\$7.72	\$10.39	\$8.22	\$7.00	
	A0PD0Y1A	LK-101 V2 i-Option License Kit (Web Browser/Image Panel/Scan-to-SharePoint)	\$50.00	\$25.00	50%	\$1.22	\$0.86	\$0.70	\$0.61	\$0.82	\$0.65	\$0.56	
	A0YDWY1	UK-203 Memory Upgrade Kit (for i-Option)	\$100.00	\$50.00	50%	\$2.48	\$1.72	\$1.40	\$1.23	\$1.65	\$1.30	\$1.11	
	FAX OPTIONS:												
	15B	FK-502 Super G3 Fax Board	\$1,008.00	\$482.00	52%	\$23.61	\$16.80	\$13.52	\$11.81	\$15.90	\$12.58	\$10.71	
	A0YAWY1	MK-720 Mount Kit	\$200.00	\$54.00	73%	\$2.65	\$1.86	\$1.51	\$1.32	\$1.78	\$1.41	\$1.20	
	4614506	SP-501 Stamp Unit	\$45.00	\$15.00	67%	\$0.73	\$0.52	\$0.42	\$0.37	\$0.49	\$0.39	\$0.33	
	4614511	Spare TX Marker Stamp 2	\$25.00	\$9.00	64%	\$0.44	\$0.31	\$0.25	\$0.22	\$0.30	\$0.23	\$0.20	
	PRINT CONTROLLER OPTIONS:												
	A127WY2 / A0VEWY2	IC-412 Image Controller (EFI Fiery Controller) / V1-505 Video Interface Kit for IC-412	\$4,437.00	\$3,659.04	18%	\$179.26	\$126.02	\$102.60	\$89.68	\$120.68	\$95.46	\$81.34	
	76-40004311	EFI Secure Erase	\$825.00	\$408.00	51%	\$19.99	\$14.05	\$11.44	\$10.00	\$13.46	\$10.64	\$9.07	
	76-40004312	EFI Hot Folders	\$825.00	\$408.00	51%	\$19.99	\$14.05	\$11.44	\$10.00	\$13.46	\$10.64	\$9.07	
	76-40004313	EFI Auto Trap	\$825.00	\$408.00	51%	\$19.99	\$14.05	\$11.44	\$10.00	\$13.46	\$10.64	\$9.07	
	76-40004314	ES-1000 Spectrophotometer V 2.0	\$1,300.00	\$806.00	38%	\$39.49	\$27.76	\$22.60	\$19.76	\$26.58	\$21.03	\$17.92	
	76-40002323	EFI Impose V2.6 for IC-303 / IC-40B / IC-409	\$2,500.00	\$1,275.00	49%	\$62.46	\$43.91	\$35.75	\$31.25	\$42.05	\$33.26	\$28.34	
	76-40002333	EFI Color Profiler Suite V2.0 w/ES-1000	\$3,200.00	\$1,020.00	68%	\$49.97	\$35.13	\$28.60	\$25.00	\$33.64	\$26.61	\$22.67	
	ADDITIONAL OPTIONS:												
	A0Y9WY1	SC-507 Copy Guard Kit	\$1,155.00	\$404.25	65%	\$19.80	\$13.92	\$11.34	\$9.91	\$13.33	\$10.55	\$8.99	
	A0YCWY1	EK-605 USB Host Board (Local Interface Kit) with Bluetooth Printing Support	\$263.00	\$92.05	65%	\$4.51	\$3.17	\$2.58	\$2.24	\$3.04	\$2.40	\$2.05	
	4623472	Key Counter Mount Kit for Hecon Conventional	\$86.00	\$26.00	70%	\$1.27	\$0.90	\$0.73	\$0.64	\$0.86	\$0.68	\$0.58	
	76-40005064	AU-201H HID Card Authentication Unit	\$399.00	\$159.60	60%	\$7.82	\$5.50	\$4.48	\$3.91	\$5.26	\$4.16	\$3.55	
	76-40005261	HID Proximity Card - 10 pack	\$65.00	\$26.00	60%	\$1.27	\$0.90	\$0.73	\$0.64	\$0.86	\$0.68	\$0.58	
	76-40006869	External Key Board	\$210.00	\$84.00	60%	\$4.12	\$2.89	\$2.36	\$2.06	\$2.77	\$2.19	\$1.87	
	A165WY1	KH-101 Keyboard Holder (for External Keyboard)	\$116.00	\$46.40	60%	\$2.27	\$1.60	\$1.30	\$1.14	\$1.53	\$1.21	\$1.03	
	A0W4WY1	WT-506 Working Table	\$105.00	\$38.00	64%	\$1.86	\$1.31	\$1.07	\$0.93	\$1.25	\$0.99	\$0.84	
	A0YCWY2	EK-604 USB Host Board (Local Interface Kit)	\$189.00	\$70.72	63%	\$3.46	\$2.44	\$1.98	\$1.73	\$2.33	\$1.85	\$1.57	
	A0X9WY1	AL-102 Biometric Authentication Unit	\$893.00	\$353.60	60%	\$17.32	\$12.16	\$9.91	\$8.67	\$11.66	\$9.23	\$7.86	
11	b2huh C592 OPTIONAL ACCESSORIES												
	PAPER SUPPLY OPTIONS:												
	A0TJWY2	LU-204 Large Capacity Unit (2,500 sheets/Letter, Legal, Ledger and 12"x18")	\$ 3,150.00	\$ 2,079.00	34%	\$101.85	\$71.60	\$58.30	\$50.96	\$68.57	\$54.24	\$46.22	
	A03N0Y1	LU-301 Large Capacity Unit (3,000 letter sheets)	\$ 1,600.00	\$ 1,057.00	34%	\$51.78	\$36.40	\$29.64	\$25.91	\$34.86	\$27.58	\$23.50	
	OUTPUT OPTIONS:												
	A092WY0	OT-503 Output Tray Unit (Ext Tray)	\$ 100.00	\$ 25.36	65%	\$1.73	\$1.22	\$0.99	\$0.87	\$1.17	\$0.92	\$0.79	
	A11PWY1	F5-526 Finisher (100 sheet)	\$ 2,835.00	\$ 1,247.40	56%	\$61.11	\$42.96	\$34.98	\$30.57	\$41.14	\$32.54	\$27.73	
	A11RWY1	SD-508 Saddle Kit	\$ 1,578.00	\$ 724.50	54%	\$25.49	\$24.95	\$20.31	\$17.76	\$23.89	\$18.90	\$16.11	
	A11TW11	PK-516 Punch Kit (2/3 Holes)	\$ 814.00	\$ 227.92	72%	\$11.17	\$7.85	\$6.39	\$5.59	\$7.52	\$5.95	\$5.07	
	PRINT CONTROLLER OPTIONS:												
	A127WY1 / A0VEWY1	IC-412 Image Controller (EFI Fiery Controller) / V1-505 Video Interface Kit for IC-412	\$ 4,158.00	\$ 3,659.04	12%	\$179.26	\$126.02	\$102.60	\$89.68	\$120.68	\$95.46	\$81.34	
	76-40004311	EFI Secure Erase	\$ 825.00	\$ 408.00	51%	\$19.99	\$14.05	\$11.44	\$10.00	\$13.46	\$10.64	\$9.07	
	76-40004312	EFI Hot Folders	\$ 825.00	\$ 408.00	51%	\$19.99	\$14.05	\$11.44	\$10.00	\$13.46	\$10.64	\$9.07	
	76-40004313	EFI Auto Trap	\$ 825.00	\$ 408.00	51%	\$19.99	\$14.05	\$11.44	\$10.00	\$13.46	\$10.64	\$9.07	
	76-40004314	ES-1000 Spectrophotometer V 2.0	\$ 1,300.00	\$ 806.00	38%	\$39.49	\$27.76	\$22.60	\$19.76	\$26.58	\$21.03	\$17.92	
	76-40002323	EFI Impose V2.6 for IC-303 / IC-40B / IC-409	\$ 2,500.00	\$ 1,275.00	49%	\$62.46	\$43.91	\$35.75	\$31.25	\$42.05	\$33.26	\$28.34	
	76-40002333	EFI Color Profiler Suite V2.0 w/ES-1000	\$ 3,200.00	\$ 1,020.00	68%	\$49.97	\$35.13	\$28.60	\$25.00	\$33.64	\$26.61	\$22.67	
	76-40009166	Fiery Densitometer (ED-100)	\$ 1,000.00	\$ 499.00	50%	\$24.30	\$17.08	\$13.91	\$12.16	\$16.36	\$12.94	\$11.03	
	FAX OPTIONS:												
	15B	FK-502 Super G3 Fax Board	\$ 960.00	\$ 482.00	50%	\$23.61	\$16.80	\$13.52	\$11.81	\$15.90	\$12.58	\$10.71	
	A0YAWY1	MK-720 Mount Kit	\$ 200.00	\$ 54.00	73%	\$2.65	\$1.86	\$1.51	\$1.32	\$1.78	\$1.41	\$1.20	
	4614506	SP-501 Stamp Unit	\$ 45.00	\$ 15.00	67%	\$0.73	\$0.52	\$0.42	\$0.37	\$0.49	\$0.39	\$0.33	
	4614511	Spare TX Marker Stamp 2	\$ 25.00	\$ 9.00	64%	\$0.44	\$0.31	\$0.25	\$0.22	\$0.30	\$0.23	\$0.20	
	ADDITIONAL OPTIONS:												
	76-40005064	AU-201H HID Card Authentication Unit	\$ 399.00	\$ 159.60	60%	\$7.82	\$5.50	\$4.48	\$3.91	\$5.26	\$4.16	\$3.55	
	76-40006869	External Key Board	\$ 210.00	\$ 84.00	60%	\$4.12	\$2.89	\$2.36	\$2.06	\$2.77	\$2.19	\$1.87	
	A165WY1	KH-101 Keyboard Holder (for External Keyboard)	\$ 116.00	\$ 46.40	60%	\$2.27	\$1.60	\$1.30	\$1.14	\$1.53	\$1.21	\$1.03	
	A0W4WY1	WT-506 Working Table	\$ 105.00	\$ 38.00	64%	\$1.86	\$1.31	\$1.07	\$0.93	\$1.25	\$0.99	\$0.84	
	A0YCWY2	EK-604 USB Host Board (Local Interface Kit)	\$ 189.00	\$ 70.72	63%	\$3.46	\$2.44	\$1.98	\$1.73	\$2.33	\$1.85	\$1.57	

From: "Tyrone Jordan" <jordant@kmbs.konicaminolta.us>
To: "Erhiza Rivera" <erhiza_rivera@co.benton.wa.us>
Date: 10/8/2009 9:51 AM
Subject: RE: Order Placement

Hi,

The Mount Kit (MK720) is \$1.20 per month for a 60 month contract.

Tyrone Jordan

Sales Administrator III, Federal and State Government

Konica Minolta Business Solutions U.S.A, Inc.

Windsor, CT 06095

800-456-6422 ext. 2603

-----Original Message-----

From: Erhiza Rivera [mailto:erhiza_rivera@co.benton.wa.us]
Sent: Thursday, October 08, 2009 10:59 AM
To: jordant@kmbs.konicaminolta.us
Subject: RE: Order Placement

Morning Tyrone,

We'd also like to add a mount kit for the fax board. How much would that be?

-Erhiza

>>> "Tyrone Jordan" <jordant@kmbs.konicaminolta.us> 10/7/2009 5:02 PM >>>

Hi Erhiza,

The replacement model for the C451 will be the C452. This machine has all or more of the features you required in your initial Lease request.

The configuration of the new model will be as follows:

BC452 Bizhub C452

FS527 Finisher

PK517 Punch Kit

LU301 Large Capacity Tray (3,000 Sheets)

FK502 FK Super 3G Fax Board

Orders will be substituted at same cost as C451. All you need to do is update the two PO's with the new model and description

Thank you,

Tyrone Jordan

Sales Administrator III, Federal and State Government

Konica Minolta Business Solutions U.S.A, Inc.

Windsor, CT 06095

800-456-6422 ext. 2603

-----Original Message-----

From: Tyrone Jordan [mailto:jordant@kmbs.konicaminolta.us]

Sent: Wednesday, October 07, 2009 11:24 AM

To: 'Erhiza Rivera'

Subject: RE: Order Placement

CATEGORY 11 (40-49 cpm) Color Speed Monochrome and Color Standalone and Networked Devices										
Base Machine: Model: bizhub C451 / RADF	Net Purchase Price	24- Month Rental	36- Month Rental	48- Month Rental	60- Month Rental	36- Month Lease	48- Month Lease	60- Month Lease	List Price	60- Month Lease
Copy Speed: Monochrome: 45 copies per minute (cpm) Color: 45 copies per minute (cpm)	\$6,638	\$325.20	\$228.61	\$186.13	\$162.70	\$218.92	\$173.19	\$147.56	\$21,000	
Mfg's Monthly Copy Volume: Up to 150,000 copies/month. Warranty: 90 Days										
Required Accessories:										
Power Filter/Surge Protector Mfg: ESP Model: D5143NT Power Filter	\$95.00	\$4.65	\$3.27	\$2.66	\$2.33	\$3.13	\$2.48	\$2.11	\$1,195	
3,000 Sheet Capacity										
3 Paper Sources										
Auto Document Feeder	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.	Inc.
Auto Duplexing										
Electronic Sorting or Finisher/Sorter										
Standard High Cabinet										
Other Included Standard Accessories: (Bidder to list.)										
Connectivity Detail:										
Required Networking Software	Included									
Installation/Network Connection Fee	Included									
Server and Up To Four (4) Workstations	Included									
Total Contract Price for Networked Configuration with Required Accessories:	\$6,7333	\$329.85	\$231.88	\$188.79	\$165.03	\$222.05	\$175.66	\$149.67	\$22,195	\$149.67

9:05

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ADOPTION OF FINAL 2010 BENTON COUNTY BUDGETS

WHEREAS, after notice given pursuant to RCW 36.40 et. seq. the first public hearing on the 2010 budgets was held on November 23, 2009, for the purpose of fixing the final budgets and making tax levies; and,

BE IT RESOLVED, the 2010 budgets are herein adopted by the Board of County Commissioners at the bottom line level in regards to supplies and other services and charges and category level in regards to salaries, benefits, interfund payments and capital; and,

BE IT RESOLVED, each department is required to account for expenditures and revenues within the BARS-assigned account numbers including the prime and base sub-field, element and sub-element field, and unit and sub-unit field as detailed by each departmental budget; **NOW THEREFORE**,

BE IT RESOLVED per the detailed attachments to this resolution, the Benton County budgets for 2010 are hereby adopted:

Total Current Expense Revenues	\$ 51,854,063
Total Current Expense Expenditures	\$ 51,666,816
To Balance	\$ (187,247)
Total Road Fund Revenues	\$ 17,159,281
Total Road Fund Expenditures	\$ 19,839,283
To Balance	\$ 2,680,002
Total Other Funds Revenues	\$ 52,951,015
Total Other Funds Expenditures	\$ 71,819,376
To Balance	\$ 18,868,361
Total Revenues	\$121,964,359
Total Expenditures	\$143,325,475
To Balance	\$ 21,361,116

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

BENTON COUNTY, WASHINGTON
 2010 Current Expense Budget, Revision #3 - Final
 Revenues, Expenditures and Fund Balance
 November 5, 2009

	2009 Supplemented Budget*	2010 Initial Requested	2010 Initial Baseline	Board Revisions	2010 Adjusted Budget
Estimated Beginning Fund Balance	\$12,126,011	\$0	\$0	\$0	\$6,900,000
Revenues:					
Real and Personal Property Taxes	16,833,018	17,133,018	17,133,018	128,310	17,261,328
Admin Refunds & Refund Levy Transfers	214,947	206,427	206,427	0	206,427
Diverted Road Taxes	460,720	476,646	476,646	0	476,646
Retail Sales and Use Taxes	6,600,000	6,137,000	6,137,000	0	6,137,000
Retail Sales and Use Taxes-Criminal Justice	825,000	796,000	796,000	29,000	825,000
Other Taxes	403,906	329,796	329,796	0	329,796
Penalty and Interest on Property Taxes	1,200,300	1,356,150	1,356,150	0	1,356,150
Licenses and Permits	39,500	47,800	47,800	0	47,800
Intergovernmental Revenues	15,717,053	15,459,453	15,459,453	118,776	15,578,229
Charges for Services	3,862,974	3,807,833	3,807,833	78,000	3,885,833
Fines and Forfeitures	2,453,050	2,407,850	2,407,850	152,000	2,559,850
Miscellaneous Revenues	2,452,853	1,568,754	1,568,754	0	1,568,754
Other Financing Sources	2,122,715	1,621,250	1,621,250	0	1,621,250
Total Revenues	53,186,036	51,347,977	51,347,977	506,086	51,854,063
Expenditures:					
Assessor	2,056,059	2,031,856	2,023,631	(35,250)	1,988,381
Auditor	1,405,674	1,402,727	1,401,514	(23,645)	1,377,869
Board of Equalization	37,976	38,966	38,892	(691)	38,201
Civil Service	79,913	93,265	93,222	(1,861)	91,361
Clerk	2,067,068	2,038,217	2,033,580	(41,827)	1,991,753
Commissioners	1,172,452	1,161,447	1,175,062	(22,216)	1,152,846
WSU Extension	266,329	289,508	260,927	(5,175)	255,752
Coroner	331,020	385,821	327,213	(6,100)	321,113
Facilities	1,348,640	1,341,685	1,341,430	(35,458)	1,305,972
District Court	3,593,511	3,119,322	3,116,883	(133,584)	2,983,299
LEOFF 1	244,925	257,568	257,569	(21,651)	235,918
Non-Departmental	5,617,153	5,896,448	5,449,184	(386,304)	5,062,880
Planning	676,618	655,517	622,710	(14,138)	608,572
Prosecuting Attorney	4,129,580	4,088,427	4,040,830	(40,784)	4,000,046
Sheriff Administration	897,866	876,181	875,132	(9,049)	866,083
Sheriff C & R	1,242,917	1,195,213	1,184,074	(14,731)	1,169,343
Sheriff Custody	15,312,046	15,330,033	15,261,152	(246,686)	15,014,466
Sheriff Patrol	5,940,953	5,952,850	5,901,021	(155,791)	5,745,230
Superior Court	2,795,535	2,853,496	2,505,213	(46,051)	2,459,162
Treasurer	1,184,274	1,202,391	1,198,398	(22,320)	1,176,078
Sheriff-Traffic Control	460,720	476,646	476,646	0	476,646
Parks	239,254	239,002	238,941	(8,080)	230,861
Personnel	273,636	287,826	287,620	(7,993)	279,627
TB Hospital	71,875	71,875	71,875	(1,438)	70,437
GIS	306,156	303,599	303,341	(8,088)	295,253
Public Defense	2,168,425	2,365,119	2,361,378	(46,943)	2,314,435
Animal Control	0	0	155,232	0	155,232
Total Expenditures	53,920,575	53,955,005	53,002,670	(1,335,854)	51,666,816
Net Increase/(Decrease) to Fund Balance	(734,539)	(2,607,028)	(1,654,693)	1,841,940	187,247
Estimated Ending Fund Balance	\$11,391,472	(\$2,607,028)	(\$1,654,693)	\$1,841,940	\$7,087,247
* through 6/30/09					

BENTON COUNTY, WASHINGTON
 Consolidated Budget
 For Period January 1 through December 31, 2010
 November 5, 2009 - Revised

Fund	Fund Number	Estimated Fund Beginning Balance 1/1/10	Taxes	Revenues	Transfer from Active Funds	Total Funds Available	Expenditures (other than transfers)	Transfer to Active Funds (Dept. Request)	Estimated Ending Fund Balance 12/31/10
Current Expense	0000-101	\$6,900,000	\$17,261,328	\$32,972,735	\$1,620,000	\$58,754,063	\$47,526,875	\$4,139,941	\$7,087,247
County Road	0101-101	2,683,220	4,968,471	11,605,410	585,400	19,842,501	19,839,283	0	3,218
Flood Control	0103-101	54,600	0	1,300	0	55,900	0	55,900	0
Veterans' Assistance	0104-101	61,000	147,000	3,000	0	211,000	160,649	0	50,351
Auditor's O&M	0106-101	352,463	0	155,000	0	507,463	506,030	0	1,433
Human Services	0108-101	4,130,400	320,400	18,216,973	4,000	22,671,773	21,817,075	0	854,698
Treasurer's Investment Pool	0109-101	0	0	100	0	100	0	0	100
Park Development	0110-102	230,000	0	14,900	0	244,900	244,900	0	0
Election Reserve	0111-101	1,175,229	0	395,012	523,046	2,093,287	948,892	0	1,144,395
Treasurer's O&M	0112-101	397,671	0	114,500	0	512,171	193,196	0	318,975
Paths & Trails Reserve	0114-101	13,900	0	15,600	0	29,500	0	29,500	0
Juvenile Center	0115-101	637,221	0	3,885,572	3,611,835	8,134,628	7,768,320	12,000	354,308
Inmate Benevolence	0116-101	202,569	0	691,875	0	894,444	828,332	0	66,112
Juvenile Kitchen	0117-101	14,600	0	0	12,000	26,600	26,600	0	0
Crime Victim Comp	0120-101	145,628	0	236,726	0	382,354	297,279	0	85,075
Fairgrounds Improvements	0123-101	303,000	0	0	252,000	555,000	555,000	0	0
Fairgrounds Operating Budget	0124-101	460,000	0	297,328	0	757,328	442,507	0	314,821
Sheriff Investigative	0126-101	167,353	0	10,000	0	177,353	73,505	0	103,848
Canine/Boat Patrol	0127-101	100,000	0	153,974	0	253,974	160,883	0	93,091
REET Technology	0129-101	106,000	0	22,000	0	128,000	78,000	0	50,000
1/4% Real Estate Excise Tax	0130-101	1,125,000	300,000	0	0	1,425,000	0	400,473	1,024,527
Probation Assessment	0131-101	454,591	0	562,591	0	1,017,182	550,268	0	466,914
Central Services Cmptr Replace	0132-101	1,306,300	0	414,472	0	1,720,772	0	543,600	1,177,172
1/10% CJ Jail-Juvenile	0133-101	5,900,000	2,800,000	0	0	8,700,000	100,000	2,679,433	5,920,567
Noxious Weed Control	0134-101	100,000	0	270,600	0	370,600	311,315	0	59,285
Sustainable Development	0135-101	512,000	68,360	0	0	580,360	193,504	0	386,856
Courthouse Facilitator	0136-101	40,296	0	61,000	0	101,296	75,397	0	25,899
Family Services	0138-101	28,272	0	28,584	0	56,856	40,849	0	16,007
Family Services Superior Court	0140-101	25,000	0	9,000	0	34,000	0	20,000	14,000
Jail Depreciation Reserve	0142-101	920,000	0	65,700	112,295	1,097,995	269,600	0	828,395
Distressed County Tax Credit	0143-101	111,752	0	0	0	111,752	111,752	0	0
Rural County Capital Fund	0144-101	5,800,000	2,600,000	0	0	8,400,000	200,000	2,042,430	6,157,570
Clerk's Collection	0146-101	355,692	0	550,000	0	905,692	400,657	0	505,035
Protective Inspection Services	0149-101	83,112	0	648,540	53,765	785,417	771,602	0	13,815
Pest Board	0150-101	\$80,000	\$0	\$88,966	\$0	\$168,966	\$168,919	\$0	\$47

BENTON COUNTY, WASHINGTON
 Consolidated Budget
 For Period January 1 through December 31, 2010
 November 5, 2009 - Revised

Fund	Fund Number	Estimated Beginning Fund Balance 1/1/10	Taxes	Revenues	Transfer from Active Funds	Total Funds Available	Expenditures (other than transfers)	Transfer to Active Funds (Dept. Request)	Estimated Ending Fund Balance 12/31/10
Work Crew Replacement	0151-101	\$152,403	\$0	\$53,500	\$0	\$205,903	\$73,150	\$0	\$132,753
State Housing	0152-101	1,500,000	0	172,000	0	1,672,000	583,000	0	1,089,000
VIT Impact	0153-101	1,900,000	720,000	0	0	2,620,000	150,000	600,000	1,870,000
Homeless Housing & Assistance	0154-101	480,000	0	831,000	0	1,311,000	648,232	0	662,768
Solid Waste Collection	0155-101	300,000	0	399,106	0	699,106	464,765	0	234,341
Trial Court Improvement	0156-101	50,000	0	77,000	0	127,000	125,000	0	2,000
Historical Preservation Fund	0157-101	116,000	0	40,000	0	156,000	145,000	0	11,000
Domestic Violence Assessment	0158-101	20,000	0	4,000	0	24,000	6,674	0	17,326
CRID #11 & #12	0270-201	13,200	0	27,757	0	40,957	36,735	0	4,222
CRID #15	0271-201	5,000	0	29,382	0	34,382	33,352	0	1,030
CRID #16	0272-201	5,000	0	5,439	0	10,439	10,416	0	23
Health Building Bond	0298-201	26,761	0	266,196	248,473	541,430	514,673	0	26,757
Justice Center Bond Fund	0299-101	3,995,402	0	0	2,956,863	6,952,265	2,956,863	0	3,995,402
Detox Center Construction	0303-401	14,500	0	200	0	14,700	10,100	0	4,600
Capital Projects	0305-101	9,900,000	38,000	850,000	0	10,788,000	10,275,000	0	513,000
Equipment Rental & Revolving	0501-101	3,609,000	0	2,366,000	0	5,975,000	5,974,600	0	400
Central Services	0502-101	283,200	0	2,452,375	543,600	3,279,175	2,933,591	0	345,584
Workmen's Compensation	0503-101	1,600,000	0	1,082,739	0	2,682,739	1,015,336	0	1,667,403
Insurance Management	0504-101	940,000	0	1,461,098	0	2,401,098	1,553,249	0	847,849
Accumulated Leave	0505-101	350,000	0	566,000	0	916,000	566,000	0	350,000
Weed District #1	6314-101	0	0	25,400	0	25,400	25,400	0	0
County Road Suspense	6428-101	3,000	0	15,000	0	18,000	18,000	0	0
DID #10	6910-101	20,000	0	1,873	0	21,873	21,873	0	0
GRAND TOTALS		\$60,260,335	\$29,223,559	\$82,217,523	\$10,523,277	\$182,224,694	\$132,802,198	\$10,523,277	\$38,899,219

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS MAKING A DECLARATION OF SUBSTANTIAL NEED OR PURPOSES OF SETTING THE LIMIT FACTOR FOR THE REGULAR PROPERTY TAX LEVY FOR 2010.

WHEREAS, RCW 84.55.010 provides that a taxing jurisdiction may levy taxes in an amount no more than the limit factor multiplied by the highest levy of the most recent three years plus additional amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property; and,

WHEREAS, under RCW 84.55.005(2)(c), the limit factor for a taxing district with a population of 10,000 or over is the lesser of 101 percent or 100 percent inflation; and,

WHEREAS, RCW 84.55.005(1) defines "inflation" as the percentage of change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the federal Department of Commerce in September of the year before taxes are payable; and

WHEREAS, "inflation" for July 2009 is -0.848 percent and the limit factor is 99.152 percent, meaning the maximum amount of property taxes Benton County could levy in 2009 for collection in 2010 would, absent a finding of substantial need, decrease except for the amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property; and,

WHEREAS, regardless of extremely low or negative inflation, RCW 84.55.0101 provides for use of a limit factor of up to 101 percent with a finding of substantial need by two out of three County Commissioners; and,

WHEREAS, in consideration that departments have reduced baseline budgets by 2% making further cuts difficult and the need to provide adequate funding for general maintenance and operation expenses, the Board of Benton County Commissioners determines a finding of substantial need; and,

BE IT RESOLVED, the Board of Benton County Commissioners finds substantial need under RCW 84.55.0101, and the limit factor shall be set at 101 percent for the regular property tax levy for 2010.

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS
CERTIFYING THE CURRENT EXPENSE LEVY FOR 2010 COLLECTION**

WHEREAS, the Board of Benton County Commissioners has properly given notice of the public hearing held November 23, 2009, to consider Benton County's 2010 budget and 2010 property tax levy and possible increases thereto for the current expense budget pursuant to RCW 36.40 et. seq. and RCW 84.55.120; and,

WHEREAS, the Board of Benton County Commissioners, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that Benton County's current expense fund for 2010 requires sustainability in property tax revenue from the previous year, in addition to that resulting from the addition of new construction and improvements to property, newly constructed wind turbines, and any increase in the value of State-assessed property, in order to discharge the expected expenses and obligations of Benton County's current expense fund for 2010; and,

WHEREAS, the rate of inflation based on the percentage of change in the IPD (Implicit Price Deflator), as defined in RCW 84.55.005, for the period ended September, 2009 is a negative value; and,

WHEREAS, the Board of Benton County Commissioners has determined, that to provide adequate funding for general maintenance and operation expenses, there is a substantial need for the establishment of a limit factor of 101% for 2010 to ensure adequate funding in future years and to levy necessary property taxes for 2010; and,

WHEREAS, the previous year Current Expense levy base of \$17,302,081.43 is the previous years actual levy of \$17,517,028.43 less administrative refund of \$214,947.00; and,

BE IT RESOLVED, the Board of Benton County Commissioners has determined that the property tax levy shall not be decreased and that an increase in the 2010 regular property tax levy in the amount of \$0.00 (which includes a State mandated \$0.025/\$1,000 for mental health and \$0.0113/\$1,000 for veterans' assistance), is hereby necessary and authorized for the 2010 current expense levy, and that this is a percentage increase of 0.00% from the previous year; and,

BE IT FURTHER RESOLVED, that the above described increase is exclusive of additional revenues resulting from the County administrative refund levies for 2010; and,

BE IT FURTHER RESOLVED, that the above described increase is exclusive of additional revenues resulting from new construction, improvements to property, newly constructed wind turbines, and any increase in the value of State-assessed property; and,

BE IT FURTHER RESOLVED, the Clerk is hereby directed to certify a copy of this resolution and forward the same to the Benton County Assessor so that the levies set herein can be extended upon the assessment roll of the County in the manner and at the time set forth by law.

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

**IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS
MAKING A DECLARATION OF SUBSTANTIAL NEED OR PURPOSES OF
SETTING THE LIMIT FACTOR FOR THE COUNTY ROAD LEVY FOR 2010.**

WHEREAS, RCW 84.55.010 provides that a taxing jurisdiction may levy taxes in an amount no more than the limit factor multiplied by the highest levy of the most recent three years plus additional amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property; and,

WHEREAS, under RCW 84.55.005(2)(c), the limit factor for a taxing district with a population of 10,000 or over is the lesser of 101 percent or 100 percent inflation; and,

WHEREAS, RCW 84.55.005(1) defines "inflation" as the percentage of change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the federal Department of Commerce in September of the year before taxes are payable; and

WHEREAS, "inflation" for July 2009 is -0.848 percent and the limit factor is 99.152 percent, meaning the maximum amount of property taxes Benton County could levy in 2009 for collection in 2010 would, absent a finding of substantial need, decrease except for the amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property; and,

WHEREAS, regardless of extremely low or negative inflation, RCW 84.55.0101 provides for a limit factor of up to 101 percent with a finding of substantial need by two out of three County Commissioners; and,

WHEREAS, in consideration of estimated costs and the need to provide adequate funding for county road projects and maintaining the safety and standard of living of county residents, the Board of Benton County Commissioners determines a finding of substantial need; and,

BE IT RESOLVED, the Board of Benton County Commissioners finds substantial need under RCW 84.55.0101, and the limit factor shall be set at 101 percent for the County Road levy for 2010.

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

RESOLUTION

**BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:
IN THE MATTER OF THE BOARD OF BENTON COUNTY COMMISSIONERS
CERTIFYING THE COUNTY ROAD LEVY FOR 2010 COLLECTION**

WHEREAS, the Board of Benton County Commissioners has properly given notice of the public hearing held November 23, 2009, to consider Benton County's 2010 budget and 2010 property tax levy and possible increases thereto for the county road budget pursuant to RCW 36.40 et. seq. and RCW 84.55.120; and,

WHEREAS, the Board of Benton County Commissioners, after hearing, and after duly considering all relevant evidence and testimony presented, has determined that Benton County's road fund for 2010 requires sustainability in property tax revenue from the previous year, in addition to that resulting from the addition of new construction and improvements to property, newly constructed wind turbines, and any increase in the value of State-assessed property, in order to discharge the expected expenses and obligations of Benton County's road fund for 2010; and,

WHEREAS, the rate of inflation based on the percentage of change in the IPD (Implicit Price Deflator), as defined in RCW 84.55.005, for the period ended September, 2009 is a negative value; and,

WHEREAS, the Board of Benton County Commissioners has determined, that to provide adequate funding for the road projects expected in years 2010 and thereafter, there is a substantial need for the establishment of a limit factor of 101% for 2010 to ensure adequate funding in future years and to levy necessary property taxes for 2010; and,

WHEREAS, the previous year County Road levy base of \$5,281,361.00 is the previous years actual levy of \$5,310,116.75 less administrative refund of \$28,775.75; and,

BE IT RESOLVED, the Board of Benton County Commissioners has determined that the property tax road levy shall not be decreased and that an increase in the 2010 road property tax levy in the amount of \$0.00, is hereby necessary and authorized for the 2010 road levy, and that this is a percentage increase of 0.00% from the previous year; and,

BE IT FURTHER RESOLVED, that the above described increase is exclusive of additional revenues resulting from the County administrative refund levies for 2010; and,

BE IT FURTHER RESOLVED, that the above described increase is exclusive of additional revenues resulting from new construction, improvements to property, newly constructed wind turbines, and any increase in the value of State-assessed property; and,

BE IT FURTHER RESOLVED, the Clerk is hereby directed to certify a copy of this resolution and forward the same to the Benton County Assessor so that the levies set herein can be extended upon the assessment roll of the County in the manner and at the time set forth by law.

BE IT FURTHER RESOLVED, the Clerk is hereby directed to certify a copy of this resolution and forward the same to the Benton County Assessor so that the levies set herein can be extended upon the assessment roll of the County in the manner and at the time set forth by law.

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

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF CERTIFYING BUDGETED TAXES FOR COLLECTION
IN YEAR 2010 FOR BENTON COUNTY

WHEREAS, the Board of Benton County Commissioners has properly given notice of the public hearing held November 23, 2009 to consider Benton County's 2010 budget and 2010 property tax levy and possible increases thereto pursuant to RCW 36.40 et. seq. and RCW 84.55.120; **NOW THEREFORE,**

BE IT RESOLVED, pursuant to RCW 84.52.070, the Board of Benton County Commissioners hereby certifies the following estimated levy amounts for Benton County for 2010 collection:

Current Expense*	\$17,798,141.00
Including: Mental Health	\$ 335,270.00
Veteran's Assistance	\$ 151,542.00
County Road	\$ 5,673,207.00
Including: Diverted Road	\$ 458,164.00
Administrative Refunds:	
Current Expense	\$ 202,910.00
County Road	\$ 35,000.00
Veterans' Assistance	\$ 1,095.00
Mental Health	\$ 2,422.00

BE IT FURTHER RESOLVED, the actual levy amounts should be as requested and allowed by Resolutions _____ and _____.

*Note: The collections for Mental Health is to be collected at \$0.025/\$1,000 of assessed value and Veterans' Assistance is to be collected at \$0.0113/\$1,000 of assessed value.

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

9:35 am

Report on Roza Intersection Safety Study - N Childress

This report available by calling the Benton County Commissioners Office at (509) 736-9080 or (509) 786-5600 or by requesting an electronic copy through email at commissioners@co.benton.wa.us

10:05

AGENDA ITEM MTG.DATE: December 7, 2009 SUBJECT: Fee schedule revisions for the Benton County Building Department MEMO DATE: November 17, 2009 Prepared By: Shari Ginther Reviewed By: Steve Brown	<u>TYPE OF ACTION NEEDED</u> Execute Contract Pass Resolution X Pass Ordinance Pass Motion X Other	Consent Agenda Public Meeting X 1st Discussion 2nd Discussion Other
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BACKGROUND INFORMATION

On December 8, 2008, building permit fees were increased. As a result, fees were 10% lower than the following jurisdictions: Franklin County, Klickitat County, Walla Walla County, City of Pasco, City of Richland, and City of West Richland. All with the exception of Walla Walla County are funded by their respective counties or cities general funds.

Unfortunately, the Benton County Building Department is still currently running a deficit and will need additional funds if permit activity trends continue at 2008 and 2009 levels.

By eliminating the current processing fee and raising permit fees the additional 10% as listed per the current International Code Councils Building Valuation Safety Journal (BVD), we would be in line with the above noted jurisdictions. Attached is the permit fee square footage schedule. Additionally, combined with the following, this would help to generate positive cash flow for 2010.

Additional savings and/or proposed increases for 2010 are as follows:

Elimination of Munis software maintenance contract - \$47,000
Retirement of Building Inspector II at end of May 2010 - \$45,000

Swimming Pool fees: Above-ground - \$150, In-ground - \$250
Factory Assembled Structure/Mobile Home fees: Single - \$300, Double - \$400, Triple - \$500
Factory Assembled Structure/Mobile Home Park Annual fee: \$200
(The proposed fees when combined with the 10% fee increase are in line as averaged with the above noted cities and counties and would generate an additional estimated \$60,000 in revenue.)

On Monday, September 21, 2009, the Building Manager met with Jeff Losey from the Home Builders Association of Tri-Cities. As a result of the meeting and subsequent correspondence, he indicated that they had no objections to the proposed increase. This was based on the understanding that if revenues increase substantially over the next several years, fees would be reduced to that required of basic services.

It is understood that if such increases are approved for January 1, 2010, they will be subject to review in 6 months. If progress is not noted, further adjustments and/or reductions may be necessary.

SUMMARY

A public meeting has been set for 9:05 a.m. on December 7, 2009, to discuss the Benton County Building Department implementing a 10% increase, with specific increases as noted above to the permit fee schedule that was last revised December 8, 2008.

RECOMMENDATION

The recommendation of the Benton County Building Department is to have the Board receive comments on the proposed fee schedule implementing the permit fee increase. Staff recommends approval of the fee schedule as proposed by the Building Department to be effective on January 1, 2010.

FISCAL IMPACT

The fiscal impact to the County would be an increase in revenue due to the proposed fee schedule.

MOTION

At the conclusion of the public meeting the Board will need to pass a motion approving the fee schedule regarding the implementation of the permit fee increase as proposed by the Building Department or as revised by the Board to begin January 1, 2010.

ATTACHMENTS: Building Department Fee Schedule – Exhibit “A” (Proposed)
Building Department Fee Schedule – Exhibit “A” (Existing)

EXHIBIT "A"
(PROPOSED)

BUILDING AND FAS PERMIT FEE SCHEDULE

AS AUTHORIZED BY RESOLUTION OF THE BENTON COUNTY COMMISSIONERS

BUILDING PERMIT FEE SCHEDULE: Section 108.2, & 3 of the 2006 International Building Code (IBC) Valuation is based on the 2009 Jan./Feb. Building Valuation Data (BVD) published by The International Code Council (ICC) in the Building Safety Journal.

Plumbing systems:	Table 1-1 1997 UPC Amended
Mechanical systems:	Table 1-A 1997 UMC Amended
Address posts:	\$30.00
H2O Heater:	\$40.00
Fences:	\$65.00
Special Inspection:	\$65.00
Reinspection Fee:	\$65.00
Grading Fee:	Table 33-A & B 1997 UBC
Wood/Pellet/Gas Inserts:	\$50.00
Gas Piping only:	\$40.00
Fuel/Propane Tank Decomm. /Abandon.	\$65.00
Heat Pump:	\$50.00
A/C:	\$50.00
Furnace Gas/Elec:	\$50.00
Swimming pool (In-ground)	\$250.00
Swimming pool (Above ground)	\$150.00
Title Elimination Fee:	\$50.00
City Sewer:	\$60.00
City Sewer with backflow:	\$65.00
Railroad cars/Shipping Containers:	\$65.00
Pre -Fab Sheds Stick/Steel:	\$65.00
Reroofing:	\$100.00
Demolition fee:	\$50.00
Commercial application deposit fee:	\$200.00
Refundable within permit issuance only.	
Not applicable to permit fees less than \$200.00	

PERMIT FEES ARE BASED ON THE FOLLOWING VALUATIONS:

Single Family Dwelling	\$101.95 per sq.ft.
Moved Single Family Dwelling:	\$ 40.00 per sq.ft.
Unheated Bonus Room:	\$ 30.00 per sq.ft.
Heated Basement:	\$101.95 per sq ft.
Unheated Basement:	\$ 45.00 per sq ft.
Addition – Residential:	\$101.95 per sq.ft.
Remodel – Residential:	\$ 45.00 per sq.ft.
Stick Frame Residential Garage:	\$ 39.61 per sq.ft.

Steel Building/Shed with slab and elec.	\$ 39.61 per sq ft.
Steel Building/Shed without slab:	\$ 25.00 per sq.ft.
Quanset Hut enclosed with slab:	\$25.00 per sq ft.
Quanset Hut - open:	\$15.00 per sq.ft.
Concrete Block Residential:	\$35.00 per sq.ft.
Pole Building Residential – enclosed 3 or more sides:	\$20.00 per sq.ft.
Pole Building Residential – open:	\$15.00 per sq. ft.
Decks – covered:	\$20.00 per sq.ft.
Decks – open and 30” or more above grade:	\$15.00 per sq.ft.

Factory Assembled Structure/Mobile Homes (FAS)

Single Wide:	\$300.00
Double Wide:	\$400.00
Triple Wide:	\$500.00
Each Section over three(3)	\$50.00
Factory Assembled Structure/Mobile Home Park Annual Fee:	\$200.00

All commercial and industrial permits will be charged a 65% plan review fee. Valuation is based on the 2009 Jan./Feb. Building Valuation Data (BVD) published by the International Code Council (ICC) in the Building Safety Journal. In the event the project is not covered, a contract price shall be provided.

A State Building Code (currently \$4.50) fee will be charged for each permit when required per the most recent RCW adoption. REF.19.27.

Exempted permits from the State Building Code fees are: Excavation and grading, plumbing, mechanical, special inspections and reinspections, FAS and FAS reapplications that do not meet the IBC Standards. Permits issued pursuant to the International Fire Code.

EXHIBIT "A"
(EXISTING)

BUILDING AND FAS PERMIT FEE SCHEDULE

AS AUTHORIZED BY RESOLUTION OF THE BENTON COUNTY COMMISSIONERS

BUILDING PERMIT FEE SCHEDULE: Table 1-A 1997 Uniform Building Code (Valuation is based on 88% of the building valuation data schedule published by the Uniform Building Standards).

Plumbing systems:	Table 1-1 1997 UPC
Mechanical systems:	Table 1-A 1997 UMC
Address posts:	\$25.00
H2O Heater:	\$27.00
Fences:	\$51.50
Special Inspection:	\$47.00
Reinspection Fee:	\$47.00
Grading Fee:	Table 33-A & B 1997 UBC
Wood or Pellet Stove:	\$34.00
Gas Stove Insert:	\$34.00
Gas Piping only:	\$25.00
Fuel Tank Decommission/Abandonment:	\$47.00
Heat Pump:	\$34.00
A/C:	\$34.00
Furnace Gas/Elec:	\$38.00
Swimming pool (In-ground)	\$65.00
Swimming pool (Above ground)	\$35.00
Title Elimination Fee:	\$50.00
City Sewer:	\$35.00
City Sewer with backflow:	\$42.00
Railroad cars/Shipping Containers:	\$47.00
Pre -Fab Sheds Stick/Steel:	\$47.00
Propane Tank Installed/Abandonment:	\$47.00
Reroofing:	\$47.00
Demolition fee:	\$ 4.50

PERMIT FEES ARE BASED ON THE FOLLOWING VALUATIONS:

Single Family Dwelling (up to and including 2500 sq.ft.)	\$58.00 per sq.ft.
Single Family Dwelling (2501 sq.ft. or more)	\$80.00 per sq.ft.
Moved Single Family Dwelling:	\$29.00 per sq.ft.
Unheated Bonus Room:	\$21.00 per sq.ft.
Heated Basement:	\$58.00 per sq ft.
Unheated Basement:	\$29.00 per sq ft.
Addition – Residential:	\$58.00 per sq.ft.
Remodel – Residential:	\$29.00 per sq.ft.
Stick Frame Residential Garage:	\$21.00 per sq.ft.
Steel Building/Shed with slab and elec.	\$21.00 per sq ft.

Steel Building/Shed without slab:	\$13.00 per sq.ft.
Quanset Hut enclosed with slab:	\$18.50 per sq ft.
Quanset Hut - open:	\$11.00 per sq.ft.
Concrete Block Residential:	\$23.50 per sq.ft.
Pole Building Residential – enclosed 3 or more sides:	\$12.50 per sq.ft.
Pole Building Residential – open:	\$11.00 per sq. ft.
Decks – covered:	\$12.50 per sq.ft.
Decks – open and 30” or more above grade:	\$11.00 per sq.ft.

Factory Assembled Structure/Mobile Homes (FAS)

Single Wide:	\$187.50
Double Wide:	\$250.00
Triple Wide:	\$312.50
Each Section over three(3)	\$50.00

All permits will be charged a 25% processing fee.

All commercial and industrial permits will be charged a 65% plan review fee plus a 25% processing fee. Valuation is based on 88% of the Building Valuation Data Schedule published by the 1997 Uniform Building Standards. In the event the project is not covered, a contract bid shall be provided.

A State Building Code (currently \$4.50) fee will be charged for each permit when required per the most recent RCW adoption. REF.19.27.

Exempted permits from the State Building Code fees are: Excavation and grading, plumbing, mechanical, special inspections and reinspections, FAS and FAS reapplications that do not meet the IBC Standards. Permits issued pursuant to the International Fire Code.