Jerome Delvin
District 1
Shon Small
District 2
Will McKay
District 3

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator

To view items in detail, click on highlighted areas.

Notice: Meeting provided in-person, by live-broadcast and telephonically as follows:

Live-Broadcast @ link below:
https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181

Telephonically by:
Dial: 509 222-2310
Meeting ID: 4961#
Attendee Access Code: 4961#

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, June 8, 2021
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- ❖ **May 25, 2021**

Review Agenda

Consent Agenda

Auditor
a. Surplus & Disposition of Personal Property

Building
b. Line Item Transfer, Fund Number 0149-101, Dept. 000

Commissioners
c. Contract w/Prosser Record Bulletin for Official County Newspaper
d. Thank You Letters to Legislators for Three Rivers Behavioral Health Recovery Center Funding

e. Ratifying Engagement Letter for D.A. Davidson to Serve as Bond Underwriter

District Court

f. Contract w/Bertha Ramon-Arteaga for Interpreter Services

Human Resources

g. Subscriber Agreement w/Public Safety Testing for Entry Level Corrections Testing

Information Technology

h. Coding Corrections

i. Purchase of a 1-Year Subscription for WebEx Archiving From CompuNet, Inc.

Juvenile

j. Agreement w/Pasco School District for Probation Counselor @ Pasco High School

k. Agreement w/Pasco School District for Probation Counselor @ Chiawana High School

Office of Public Defense

l. District & Superior Public Defense Investigation Contract w/Shawnna Morris

Purchasing

m. Public Works – Purchase of Public Safety Communication Equipment & Services From Racom Corp.

Public Comment ~ *for public engagement during Commissioners' meetings, please use the public comments phone line @:* *Dial: 509 460-4941*

Public Hearing

Comprehensive Plan Amendment – CPA 2021-001 ~ Greg Wendt & Brian Malley

Comprehensive Plan Amendment – CPA 2021-003 ~ Greg Wendt & Brian Malley

Comprehensive Plan Amendment – CPA 2021-004 ~ Greg Wendt & Brian Malley

Scheduled Business

PocketiNet Communications Broadband Presentation ~ Todd Brandenburg

Limited Tax General Obligation Refunding Bond ~ Kirsten Yniguez & Jim Nelson

Position Request ~ Court Commissioner Trainee ~ Tiffany Deaton & L Wingfield

Disbursement Agreement w/West Richland for Rural County Capital Funds ~ A Fyall

Agreement w/Watts & Sons for the Dallas & Arena Road Traffic Safety Improvement Project ~ M Rasmussen & D D'hondt

Continued Discussion on Contract w/Wave Design for Regional Recovery Center Facility ~ M Rasmussen & R Blain

Third Restated Interlocal Agreement for BIPIN ~ M Rasmussen

Other Business

Executive Session

Pending Litigation ~ R Brown

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Tuesday, May 25, 2021, 9:00 a.m.
Meeting provided by Video Live-Broadcast and Telephonically

Present: Chairman Jerome Delvin (via/WebEx)
Commissioner Will McKay (via/WebEx)
Commissioner Shon Small (via/WebEx)
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Cristina Woods, Public Works (via/WebEx); Chief of Corrections Scott Souza; Lexi Wingfield, HR Manager; Greg Wendt, Community Development Director and Michelle Cooke, Assistant Planning Manager, Robert Blain, Operations & Capital Programs; Tammy McKiernan, Human Services; Clayton Rawlings, Public Works; Commander Josh Shelton.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of May 18, 2021 were approved.

Consent Agenda

MOTION: Commissioner McKay moved to approve the consent agenda items "a" through "u". Commissioner Small seconded and upon vote, the Board approved the following:

Human Resources

a. Memorandum of Understanding w/Teamsters 760 Representing, Corrections Corporals & Sergeants

Information Technology

b. Purchase of Two Laptops, Two Docking Stations & Four Monitors for Superior Court from Dell, Inc.
c. Purchase of One Apple IPad From Costco Wholesale Corp.
d. Approving a Crestron Standard Marketing Materials Release Form

Juvenile

e. Contract w/Robert Stuyvesant for Sex Offender Services & Treatment

Office of Public Defense

f. Amended District Court Public Defense Contract w/Joseph White
g. Amended District Court Public Defense Contract w/Summer Rife
h. District Court Public Defense Contract w/Trinity Orosco for Prosser Docket

Planning

i. Short Plat Vacation of Irrigation Easement – SPV 2021-002
j. Approval of the Altered Plat of Seitz River Tracts – SA 2020-001

Public Works

k. Granting Franchise to Columbia Irrigation District for Irrigation Pipeline System & Facilities
l. Granting Franchise to Kiona Irrigation District for Irrigation Water Transmission System & Facilities

Purchasing

m. Contract w/Gram Northwest for Cultural Resource Survey @ Rattlesnake Mountain Shooting Facility
n. Auditor – Janitorial Contract w/Intermountain Cleaning Service @ the Voting Center
o. Commissioners – Contract w/Benjamin's Carpet One for New Countertop
p. Public Works – Rental of Vactor Truck From One.7 for Road Culvert Maintenance

Workforce Development Council

q. Reappointing Bob Legard for Labor Representation
r. Reappointing Jim Smith for Labor Representation
s. Reappointing Michael Bosse for Labor Representation
t. Reappointing Carol Moser for Business Representation
u. Reappointing Michael Lee for Higher Education Representation

Review Agenda

Mr. MacPherson requested the following items be added to the agenda under "Other Business":

1. Johnson Controls HVAC Maintenance Contract Amendment #3 – Extension of Time
2. Sweeper Rental with Owens Equipment for Public Works
3. Proposed Recovery Center Building Evaluation – Task Order #3 with Wave Design
4. New Face Covering Requirements from Labor & Industries
5. Application Process – Dept. of Ecology – Litter Cleanup

Public Comment

None.

Public Hearing - Col Solare Franchise Renewal for An Irrigation System & Facilities

Cristina Woods presented the application to renew a Franchise Order and Agreement for an irrigation system and associated facilities from Col Solare LLP. The Public Works Department recommended approval of the Franchise Order and Agreement, subject to the six (6) items listed in the report to the Commissioners.

Public Hearing - Cascade Natural Gas Franchise Renewal - Natural Gas Distribution System

Cristina Woods presented an application to renew a Franchise Order and Agreement for a natural gas distribution system and associated facilities from Cascade Natural Gas Corporation. The Public Works Department recommended approval of the Franchise Order and Agreement, subject to the six (6) items listed in the report to the Commissioners.

Public Testimony

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

MOTION: Commissioner McKay moved to approve the Franchise Order and Agreement with Col Solare LLP, subject to the six (6) items listed in the report to the Commissioners. Commissioner Small seconded and upon vote, the motion carried.

MOTION: Commissioner McKay moved to approve the Franchise Order and Agreement with Cascade Natural Gas Corporation, subject to the six (6) items listed in the report to the Commissioners. Commissioner Small seconded and upon vote, the motion carried.

Public Hearing - Community Development Block Grant w/Department of Commerce

Tammy McKiernan, along with Diana Young (CAC) presented information regarding the Community Development Block Grants with the Department of Commerce. Ms. McKiernan said the public hearing was required by the CDBG grant to close out the grant and get permission to apply for a new grant.

Ms. Young described the services provided for the 2020 grant and the plans for the 2021-2022 grant, including serving 94 individuals, implementation of services related to COVID-19 and continuation of the services, including assistance with loss of housing, rapid re-housing, and rental assistance, energy and conservation assistance, education assistance, ongoing referrals, food, blankets, diapers, etc.

Testimony

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

MOTION: Commissioner McKay moved to close out Contract #20-62210-002 Community Development Block Grant (CDBG) public services grant and apply for 2021-022 CDBG Public Services Grant between Washington State Department of Commerce, Local Government Division and Benton County. Commissioner Small seconded and upon vote, the motion carried.

Line Item Transfer - Corrections Position Change – Corrections Corporal to Corrections Officer

Corrections Chief Souza said they recently had a Sergeant resign and promoted a Corporal to the Sergeant. He said they were asking permission to not fill the Corporal position and utilize those

funds to fill a Custody Officer position instead. It would be a savings of $602.00 per month and the Corporal position would remain unfilled and unfunded.

Ms. Wingfield added that the line item transfer the Board was approving was amended from that previously presented. It was $6,000.00 less to provide for payroll for the month of May, since the promotion would not take effect until June 2021 and they wanted to make sure there were enough funds for payroll purposes in that line item.

MOTION: Commissioner Small moved to approve the resolution and attached Line Item Transfer as presented, with the amendment to Exhibit "A". Commissioner McKay seconded and upon vote, the motion carried.

Letter to EFSEC Regarding Horse Heaven Wind Farm Project

Greg Wendt and Michelle Cooke presented a letter to EFSEC for the Board's consideration to request they look at 18 different potential adverse environmental impacts. It was the same information as previously submitted, but in a different form.

Mr. Wendt also commented they recently met with Fish & Wildlife and mentioned the scoping process, however, he did not know if they would add any additional comments. They were, however, looking at both on-site and off-site mitigation effects.

Also, they determined the tax information, as presented by the Assessor, were not beneficial for the scoping process.

MOTION: Commissioner Small moved to approve the comment letter, for submittal to Washington State Energy Facility Site Evaluation Council for their consideration in determining the scope of the Environmental Impact Statement. Commissioner McKay seconded and upon vote, the motion carried.

Agreement w/Tyler Technologies for EnerGov Permitting Software

Jerrod MacPherson, Greg Wendt & Robert Blain presented an agreement with Tyler Technologies. In 2020, the County moved forward with the purchase of a permitting software to help simplify the permitting process and management of records. However, unforeseen difficulties arose that have prevented the software company from moving forward with full implementation of the program. Staff worked to identify another software to accomplish the same tasks as the previous software, while also directly integrating with the new Munis Financial Software. The agreement was in the amount of $491,963.00 plus 5% contingency, excluding Washington State Sales Tax.

$108,000.00 will be returned from the other company and the amount will be applied towards this cost. Even though the new contract will cost more, it was well within the capital budget for the capital software upgrade set aside to pay for this software.

Mr. MacPherson added that an additional benefit was several other jurisdictions used this online platform and it would provide consistency for the contractors and users.

Commissioner Small asked if they could utilize some of the COVID funds to assist with this purchase, since the original program was affected by COVID. Mr. Blain said they were reviewing that issue to see if they could use those funds.

MOTION: Commissioner McKay moved to approve the agreement with Tyler Technologies for the purchase of EnerGov Permitting Software as presented. Commissioner Small seconded and upon vote, the motion carried.

Other Business

Johnson Controls HVAC Maintenance Contract Amendment #3 – Extension of Time

Robert Blain presented an amendment to the contract with Johnson Controls that was set to expire on May 31, 2021. Johnson Controls was not able to complete their spring annual maintenance due to a shortage of personnel and the contract would be extended to June 30, 2021 with no additional funds added.

Additionally, they had a new contract going out to bid and it would take some time to get another contractor on board, and this would allow time to get the spring maintenance complete.

MOTION: Commissioner Small moved to approve the 3rd Contract Amendment with Johnson Controls HVAC as presented. Commissioner McKay seconded and upon vote, the motion carried.

Sweeper Rental with Owens Equipment for Public Works

Robert Blain and Clayton Rawlings presented an agreement for rental of a sweeper for use by the Benton County Public Works Department. Normally, they would work directly with WSDOT for use of their sweeper, however COVID-19 restrictions did not allow rental of their equipment, so they solicited three companies.

During COVID they were unable to performance their maintenance and the sweeper was used for curb and gutter, and they were a little behind and wanted to get caught up.

MOTION: Commissioner Small moved to approve rental of a sweeper from Owens Equipment, Inc, Portland, OR in an amount not to exceed $9,999.00 and authorize the Road Maintenance Manager to sign the rental agreement and Hold Harmless & Release of Liability form as presented. Commissioner McKay seconded and upon vote, the motion carried.

Proposed Recovery Center Building Evaluation – Task Order #3 with Wave Design

Robert Blain and Matt Rasmussen presented Task Order #3 with Wave Design for evaluation of the building and major systems, both short term and renovation costs, lifecycles, and future costs of the building. Benton County previously approved an on-call contract with Wave Design, they solicited an estimate, and was provided Task Order #3 in the amount of $104,500.00 plus WSST.

The approximate size of the building, including all attached buildings, was 190,000 square feet.

Commissioner McKay had questions about the experience of the design team and their resume on this type of project. Also, he asked what would be involved in taking this matter out for additional bids.

Mr. Blain said they would be looking at 2 to 2 ½ months to complete that process. Chairman Delvin said they could do that however he was concerned that the community had been waiting a long time to see this project and he would rather see it sooner than later.

Michael Corbin, Wave Design, via/WebEx stated the following: they had a full staff, including electrical, mechanical, and civil engineers and have evaluated large and small buildings, including on the Hanford site as well and they do have a background on evaluating these types of buildings. At the Hanford site, the buildings ranged 40,000 sf up to 150,000 sf and anywhere in between, with different ages and different construction, and different heating and ventilation types.

The Board discussed liability issues and protecting the County and agreed that would probably be covered under negligence in the contract.

Mr. Rasmussen said that timing was a concern and this project had been a long time coming and one of the reasons they wanted to accelerate the project was because a lot of the funding came from the state budget. It was desired to have the project design complete and shovel ready in time for the capital budget, however, he didn't think that waiting two weeks for the next Board meeting would kill the project.

The Board also discussed the cost of the evaluation. Mr. Corbin said the budget would encompass a very detailed report that would answer any questions of any potential systems including elevators and chillers, and the report would include lifespans of existing systems and the expected lifespan to continue. Also, the costs to replace or repair, architecturally with finishes on exterior of the building, windows, doors, ensure the building in current conditions met ADA requirements, electrically up to code, with enough load within the system. He said the intent was to have a very in-depth, very detailed report of the 190,000 square feet to be used in the Board's decision-making process in purchasing, and if it needed to budget as necessary to maintain the equipment in the building.

Mr. Rasmussen said the resolution approving the Contract with Wave Design allowed staff to sign task orders. He said he could work with Commissioner McKay on the references, and if satisfied, and with Board approval, staff would sign the task order.

Commissioner McKay also asked if the task order was a "not to exceed" amount. Mr. Corbin commented that the amount was based on previous experience with similar types of buildings and there was the option of making it a "not to exceed" amount.

The Board agreed with moving forward on checking references and coming back for final comments at the June 8 meeting.

New Face Covering Requirements from Labor & Industries

Mr. Rasmussen said new guidance was issued by L & I regarding face covering requirements for employees that were fully vaccinated. Since the County had elected to allow employees who were vaccinated to go without face coverings, L & I mandated that they verify the vaccination status of each employee. The County was proposing the "log system without underlying documentation". They must show acceptable proof of being fully vaccinated and bring the proof to the HR Department.

Other elected officials could maintain their own logs if they desired. Additionally, there was a determination this was not a HIPPA violation; the County just could not ask why or why not the employee was vaccinated. The rumors the County was going to require vaccinations as a condition of employment was never discussed; county employees had the choice. If they refused to provide verification, they would be required to wear face coverings.

For patrons of County facilities that were not county employees, the County would not be requiring proof for general entry into the building. However, certain departments may want to have a stricter entry and they would ask they follow the guidelines for businesses issued by the Dept. of Health.

Chairman Delvin asked if the Board needed to adopt a new resolution. Mr. Rasmussen said the Resolution was fine as it was because it referenced the County allowing it. They had prepared a memo to the County employees regarding implementation and would bring back an updated "reopening policy" for the Board's approval to incorporate this language.

Application Process – Dept. of Ecology – Litter Cleanup

Commander Josh Shelton presented an opportunity for the Corrections Department to apply for funding through Senate Bill 5040. He said there was funding available through the Dept. of Ecology Litter Program; up to $250,000 or $40,000 for each work crew. He asked permission to apply for the grant funds and said they had equipment and tools ready, however, were not yet sure if they would substitute Current Expense funds for the current work crew or whether they would need to create a new work crew.

MOTION: Commissioner Small moved to approve the Corrections Department apply for the grant through the WA Dept. of Ecology for Litter Grant SB 5040 as presented. Commissioner McKay seconded and upon vote, the motion carried.

Payroll

Check Date: 05/17/2021

Payroll Draw checks
Total all funds: $120,929.16
Warrant #: 243179-243180
Direct Deposit #: 162339-162495

Payroll Draw Deductions/Transfers
Total all funds: $22,625.47
Taxes #: 101210512

Accounts Payable

Check Date: 05/21/2021

Warrants #: 217814-217932
Total all funds: $600,424.23

EFT's #: 1775-1780
Transfers #: 05212101-05212104
Total all funds: $354,449.96

Resolutions

2021-410: Memorandum of Understanding w/Teamsters 760 Representing, Corrections Corporals & Sergeants
2021-411: Purchase of Two Laptops, Two Docking Stations & Four Monitors for Superior Court from Dell, Inc.
2021-412: Purchase of One Apple IPad From Costco Wholesale Corp.
2021-413: Approving a Crestron Standard Marketing Materials Release Form
2021-414: Contract w/Robert Stuyvesant for Sex Offender Services & Treatment
2021-415: Amended District Court Public Defense Contract w/Joseph White
2021-416: Amended District Court Public Defense Contract w/Summer Rife
2021-417: District Court Public Defense Contract w/Trinity Orosco for Prosser Docket
2021-418: Short Plat Vacation of Irrigation Easement – SPV 2021-002
2021-419: Approval of the Altered Plat of Seitz River Tracts – SA 2020-001
2021-420: Granting Franchise to Columbia Irrigation District for Irrigation Pipeline System & Facilities
2021-421: Granting Franchise to Kiona Irrigation District for Irrigation Water Transmission System & Facilities
2021-422: Contract w/Gram Northwest for Cultural Resource Survey @ Rattlesnake Mountain Shooting Facility
2021-423: Auditor – Janitorial Contract w/Intermountain Cleaning Service @ the Voting Center
2021-424: Commissioners – Contract w/Benjamin's Carpet One for New Countertop
2021-425: Public Works – Rental of Vactor Truck From One.7 for Road Culvert Maintenance
2021-426: Reappointing Bob Legard for Labor Representation
2021-427: Reappointing Jim Smith for Labor Representation
2021-428: Reappointing Michael Bosse for Labor Representation
2021-429: Reappointing Carol Moser for Business Representation
2021-430: Reappointing Michael Lee for Higher Education Representation

2021-431: Closing Out Contract No 20-62210-002 Community Development Block Grant Public Services Grant and Applying for 2021-22 CDBG Public Services Grant Between Washington State Department of Commerce Local Government Division and Benton County

2021-432: Transfer of Funds Within Current Expense Fund Number 0000101 Department Number 120

2021-433: Purchase of Energov Permitting Software from Tyler Technologies Through the Sourcewell Cooperative Purchasing Program

2021-434: Third Amendment to the Public Works Agreement Between Benton County and Johnson Controls Inc.

2021-435: Rental of a Sweeper for use by the Benton County Public Works Department from Owens Equipment

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

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 08, 2021
Subject:	Declaration of Surplus Property
Presenter:	Personal Property Manager/Benton County Auditor
Prepared By:	Deidra Beck
Reviewed By:	Lorene Roe

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

As outlined in Resolution 07-752, County departments request personal property items be declared surplus and be disposed of.

Fiscal Impact

Amount: **None**

Fund: **N/A**

Recommendation

The Personal Property Manager has determined that the personal property on the attached exhibit can be declared surplus and disposed of accordingly.

Suggested Motion

Approve as part of the consent agenda.

D. Beck
L. Roe

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SURPLUS AND DISPOSITION OF PERSONAL PROPERTY, IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, the County's Personal Property Management Policy, Resolution No. 07-752, sets forth the policies and procedures for surplus and disposition of personal property; and

WHEREAS, pursuant to the policy, the Benton County Auditor is the Personal Property Manager for the County; and

WHEREAS, various departments have identified items of personal property for which they are no longer in need; and

WHEREAS, the Personal Property Manager has determined that no other department desires such property and, therefore, recommends the listed property be declared surplus; and

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus the property and the Personal Property Manager may dispose of such in accordance with the Personal Property Management Policy; **NOW, THEREFORE,**

BE IT RESOLVED, that based on the recommendation of the Personal Property Manager and as supported by the various departments, the listed property in Attachment A is hereby determined to be surplus and will be disposed of in one of the following manners, as may be determined by the Personal Property Manager depending on final condition assessment: public online auction, sealed bid, private negotiation with another governmental agency, surplus sale, waste disposal, or recycled.

Dated this _____day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____

Clerk of the Board

D. Beck
L. Roe

SURPLUS

AUDITOR

- Dark Office Desk- 47”x29.5” (1)
- Dark Office Desk-w/ Cabinet 47”x29.5” (1)
- Dark Right-cornered Office Desk- 71”x35.5” (1)
- Dark Office Desk-Left cornered w/ Cabinet 71”x35.5” (1)
- Dark Office Desks-71”x35.5”Desk (2)
- Metal Office Desk 6’x2.5’ (1)
- Metal Office Desk 4’x2’ (1)
- Corner Office Desk w/3 pieces
- Office chairs—assorted (18)

CORRECTIONS

- 5-drawer Metal File Cabinet-no lock
  Tag # 14849
- 5-drawer Metal File Cabinet-gray-no lock
  Tag # 11706
- 5-drawer Metal File Cabinet-gray-lock w/no key
  Tag # 09913

ER&R

- 2007 Chevrolet Impala
  Plate 79372C
  VEH# 1080
  VIN# 2G1WB58K779340343

D. Beck
L. Roe

- 2006 Chevrolet Impala
  Plate B9316C
  VEH# 42-45
  VIN# 2G1WS551569362612

- 2005 Chevrolet Impala
  Plate C7959C
  VEH# C05-01
  VIN# 2G1WF52K459288003

- Radio
  Tag # N/A

- Dexron ATF
  96 Quarts
  Tag # N/A

- Mercon V ATF
  183 Quarts
  Tag # N/A

- Pallet Rack Beams (3 sets of 10/8’ beams)

- Pallet Rack Beams (3 sets of 14/12’ beams)

- Pallet Rack Wire Decking “46”x42” (4)

- (3) Broom Brushes
  Tag # N/A

- Bandsaw
  Tag # N/A

- 500 Gal Propane Tank
  Tag # N/A

- Insulated truck box
  Tag # N/A

- Plasma Cutter
  Tag # N/A

FACILITIES

- Set of Bookcases (6)
  - 2-shelf Bookcases 30”x36” (2)
  - 5-shelf Bookcases 6’x2’ (2)
  - 5-shelf Bookcases 6’x3’ (2)

DESTROY

AUDITOR

- 5-shelf bookcases

BUILDING

- Hoover Air Steerable vacuum cleaner
  Tag # N/A

FACILITIES

- File cabinets (4)
- Corner desk—four pieces
- Old cabinets (4)
- Counter tops (2)
- Old Commissioners desk—two pieces
- 3-drawer under desk cabinets (6)
- Desks (2)
- Credenzas (3)
- Small wall mount shelf (3)
- Small desk
- Small table
- Bookcases (2)

D. Beck
L. Roe

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PROTECTIVE INSPECTION SERVICES FUND NUMBER 0149101, DEPARTMENT NUMBER 000

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

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,

Prepared by: Linda Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Protective Inspection Services | Fund Nbr: 0149101

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
594.240	9503	ER&R Rental Assessment	$7,760	524.200	9503	ER&R Rental Assessment	$7,760
TOTAL			$7,760	TOTAL			$7,760

Explanation:

clerical correction

Prepared by: Linda Ivey | Date: 19-May-2021

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 8, 2021
Subject:	Contract with Prosser Record Bulletin for Official County Newspaper
Presenter:	N/A
Prepared By:	Cami McKenzie
Reviewed By:	Matt Rasmussen

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Summary / Background Information

Each year the County must receive bids for selection of the Official County Newspaper, to be opened at the first Board meeting in April. A contract runs from July 1 to June 30 of each year.

On May 4, 2021, per Resolution 2021-356, the Board awarded the official county newspaper for the period July 1, 2021 through June 30, 2022 be awarded to the Prosser Record Bulletin and directed staff to negotiate a contract for approval at a later date.

Fiscal Impact

Amount: $150,000; Fund: Various

The County expends approximately $150,000 on advertisement costs over the one-year contract period for all County Departments.

Recommendation

Staff recommends the Board authorize the Contract for Official County Newspaper for the Year July 1, 2021 to June 30, 2022 to the Prosser Record Bulletin and authorize the Chairman to sign the attached contract.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AUTHORIZING THE CONTRACT FOR OFFICIAL COUNTY NEWSPAPER FOR THE YEAR JULY 1, 2021 THROUGH JUNE 30, 2022 TO VALLEY PUBLISHING COMPANY DBA PROSSER RECORD BULLETIN

WHEREAS, on May 4, 2021 per Resolution 2021-356, the Board of Benton County Commissioners awarded the contract for official county newspaper for the period July 1, 2021 through June 30, 2022 to Prosser Record Bulletin; **NOW, THEREFORE**,

BE IT RESOLVED that the contract for said services is approved for the bid amount identified in Resolution 2021-356 at the following rate:

Column-inch rate, first insertion, including online:	$18.00
Column-inch rate, additional, insertions:	$8.00

BE IT FURTHER RESOLVED the Board of Benton County Commissioners hereby approves the attached contract for official county newspaper for the period July 1, 2021 through June 30, 2022, with Valley Publishing Company dba Prosser Record Bulletin, Prosser, WA, in accordance with the provisions of RCW 36.72, and authorizes the Chairman to sign the attached contract.

Dated this . . . . . day of _____, 2021.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

Original: Cmnrs
cc: PA; All Depts.; Prosser Record Bulletin; Intranet

C. McKenzie

CONTRACT FOR
OFFICIAL COUNTY NEWSPAPER

This Agreement is made by and between Benton County, a political subdivision of the State of Washington (hereafter "County"), and Valley Publishing Company, a Washington corporation that publishes the Prosser Record Bulletin in Prosser, Washington (hereafter "Record Bulletin").

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.72.075, the County advertised for bid proposals from interested qualified legal newspapers to serve as the official county newspaper for the term of one year; and

WHEREAS, the Record Bulletin is a legal newspaper published in Prosser, Benton County, Washington, by Valley Publishing Company which submitted a bid proposal; and

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. The Record Bulletin shall serve as the official newspaper of Benton County for the term of one year, beginning on July 1, 2021, and ending on June 30, 2022.

2. All county officers shall cause all legal notices and delinquent tax lists to be advertised in the Record Bulletin.

3. The Record Bulletin shall set all legal notices submitted in single column 6-point solid type unless otherwise indicated.

4. The County shall pay the Record Bulletin $18.00 per column inch for the first insertion publishing on Wednesdays, including online, and $8.00 per column inch for subsequent insertions. Record Bulletin legal number and date notations on the bottom two lines shall not be included in column-inch measurements.

5. The Record Bulletin shall furnish, without further cost, the required number of Affidavits of Publication, not to exceed six, to all county officers submitting legal notices and delinquent tax lists for publication. The affidavits shall be furnished to the officer before the date of hearing set within the legal notice.

6. The Record Bulletin shall furnish a performance bond payable to the County in the sum of Five Hundred Dollars ($500.00), and conditioned that the Record Bulletin shall correctly and faithfully perform the covenants of this agreement.

7. The Record Bulletin warrants that it meets the qualifications of a legal newspaper as set forth under Chapter 65.16, RCW, and agrees to immediately notify the County if at anytime it ceases to meet such qualifications. In such case, the County may immediately terminate this agreement by mailing written notice.

Date:_____

Benton County, Washington

_____
Chairman

Attest: _____
Clerk of the Board

Approved as to form:

_____
Deputy Prosecuting Attorney

Date 5-14-21

Valley Publishing Company

By: Victoria Walker

Victoria WALKER GM
Print Name & Title

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 8, 2021
Subject:	Thank You to Legislators – Three Rivers Behavioral Health Recovery Center Funding
Presenter:	N/A
Prepared By:	Shyanne Palmus
Reviewed By:	Adam Fyall

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☐ Pass Resolution
☐ Scheduled Business	☒ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

In 2021 legislative session, Benton County partnered with the Benton Franklin Recovery Coalition to advocate for funding for the Three Rivers Behavioral Health Recovery Center. Funding in the amount of $2.75 million was allocated by the Washington State Legislature to fund site feasibility, architecture and engineering, and design work for the project.

Thank you letters to our local (8th and 16th district) legislators as well as key budget and appropriations members have been prepared for Board signature.

Fiscal Impact

N/A

Recommendation

Sign the attached letters, to be mailed and sent via email to legislators and their legislative assistants.

Suggested Motion

N/A

Jerome Delvin, *District 1*
Shon Small, *District 2*
Will McKay, *District 3*

Jerrod MacPherson
County Administrator
Matt Rasmussen
Deputy County Administrator

Board of County Commissioners

June 8, 2021

Rep. Steve Tharinger
314 John L. O'Brien Building
PO Box 40600
Olympia, WA 98504

Dear Representative Tharinger,

On behalf of Benton County, we are writing to extend our sincerest thanks for including $2.75 million in the 2021 Washington State Capital Budget for the Three Rivers Behavioral Health Recovery Center. The Tri-Cities region is the only metropolitan area in our state with no detoxification or inpatient residential services to treat substance use disorder. Additionally, seven (7) neighboring southeast Washington counties lack access to these critical services. The Three Rivers Behavioral Health Recovery Center will provide over 550,000 Washingtonians access to life-saving treatment and services.

The funding provided this session will allow Benton County to complete site feasibility, architecture and engineering, and design work for the recovery campus, which will feature on-demand assessment, secure and non-secure detoxification services, jail diversion services, partial hospitalization services, residential inpatient treatment, and more. Working with our partners, the Benton Franklin Recovery Coalition, we have conducted significant community outreach on the Three Rivers Behavioral Health Recovery Center. The project has received strong support from the community and our legislators, and we are grateful for your investment in this critical project.

Thank you for keeping the needs of Benton County and southeast Washington in mind. We appreciate your leadership and all the work that you do on behalf of our community.

Sincerely,

Board of Benton County Commissioners

Jerome Delvin	Shon Small	Will McKay
Chairman	*Chairman Pro Tem*	*Member*

Cc: steve.tharinger@leg.wa.gov
leanne.horn@leg.wa.gov

Board of County Commissioners

June 8, 2021

Rep. Mike Steele
122F Legislative Building
PO Box 40600
Olympia, WA 98504

Dear Representative Steele,

On behalf of Benton County, we are writing to extend our sincerest thanks for including $2.75 million in the 2021 Washington State Capital Budget for the Three Rivers Behavioral Health Recovery Center. The Tri-Cities region is the only metropolitan area in our state with no detoxification or inpatient residential services to treat substance use disorder. Additionally, seven (7) neighboring southeast Washington counties lack access to these critical services. The Three Rivers Behavioral Health Recovery Center will provide over 550,000 Washingtonians access to life-saving treatment and services.

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Sincerely,

Board of Benton County Commissioners

Jerome Delvin	Shon Small	Will McKay
Chairman	*Chairman Pro Tem*	*Member*

Cc: mike.steele@leg.wa.gov
audrey.audette@leg.wa.gov

Board of County Commissioners

June 8, 2021

Sen. David Frockt
224 John A. Cherberg Building
PO Box 40446
Olympia, WA 98504

Dear Senator Frockt,

On behalf of Benton County, we are writing to extend our sincerest thanks for including $2.75 million in the 2021 Washington State Capital Budget for the Three Rivers Behavioral Health Recovery Center. The Tri-Cities region is the only metropolitan area in our state with no detoxification or inpatient residential services to treat substance use disorder. Additionally, seven (7) neighboring southeast Washington counties lack access to these critical services. The Three Rivers Behavioral Health Recovery Center will provide over 550,000 Washingtonians access to life-saving treatment and services.

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Sincerely,

Board of Benton County Commissioners

Jerome Delvin	Shon Small	Will McKay
Chairman	*Chairman Pro Tem*	*Member*

Cc: david.frockt@leg.wa.gov
jessica.bryant@leg.wa.gov

Board of County Commissioners

June 8, 2021

Sen. Jim Honeyford
112 Irv Newhouse Building
PO Box 40415
Olympia, WA 98504

Dear Senator Honeyford,

On behalf of Benton County, we are writing to extend our sincerest thanks for including $2.75 million in the 2021 Washington State Capital Budget for the Three Rivers Behavioral Health Recovery Center. The Tri-Cities region is the only metropolitan area in our state with no detoxification or inpatient residential services to treat substance use disorder. Additionally, seven (7) neighboring southeast Washington counties lack access to these critical services. The Three Rivers Behavioral Health Recovery Center will provide over 550,000 Washingtonians access to life-saving treatment and services.

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Sincerely,

Board of Benton County Commissioners

Jerome Delvin	Shon Small	Will McKay
Chairman	*Chairman Pro Tem*	*Member*

Cc: jim.honeyford@leg.wa.gov
penny.mcwain@leg.wa.gov

Board of County Commissioners

June 8, 2021

Sen. Mark Schoesler
204 Irv Newhouse Building
PO Box 40409
Olympia, WA 98504

Dear Senator Schoelser,

On behalf of Benton County, we are writing to extend our sincerest thanks for including $2.75 million in the 2021 Washington State Capital Budget for the Three Rivers Behavioral Health Recovery Center. The Tri-Cities region is the only metropolitan area in our state with no detoxification or inpatient residential services to treat substance use disorder. Additionally, seven (7) neighboring southeast Washington counties lack access to these critical services. The Three Rivers Behavioral Health Recovery Center will provide over 550,000 Washingtonians access to life-saving treatment and services.

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Sincerely,

Board of Benton County Commissioners

Jerome Delvin	Shon Small	Will McKay
Chairman	*Chairman Pro Tem*	*Member*

Cc: mark.schoesler@leg.wa.gov
krista.winters@leg.wa.gov

Board of County Commissioners

June 8, 2021

Rep. Matt Boehnke
122B Legislative Building
PO Box 40600
Olympia, WA 98504

Dear Representative Boehnke,

On behalf of Benton County, we are writing to extend our sincerest thanks for including $2.75 million in the 2021 Washington State Capital Budget for the Three Rivers Behavioral Health Recovery Center. The Tri-Cities region is the only metropolitan area in our state with no detoxification or inpatient residential services to treat substance use disorder. Additionally, seven (7) neighboring southeast Washington counties lack access to these critical services. The Three Rivers Behavioral Health Recovery Center will provide over 550,000 Washingtonians access to life-saving treatment and services.

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Sincerely,

Board of Benton County Commissioners

Jerome Delvin	Shon Small	Will McKay
Chairman	*Chairman Pro Tem*	*Member*

Cc: matt.boehnke@leg.wa.gov
dinah.leduc@leg.wa.gov

Board of County Commissioners

June 8, 2021

Rep. Brad Klippert
122B Legislative Building
PO Box 40600
Olympia, WA 98504

Dear Representative Klippert,

On behalf of Benton County, we are writing to extend our sincerest thanks for including $2.75 million in the 2021 Washington State Capital Budget for the Three Rivers Behavioral Health Recovery Center. The Tri-Cities region is the only metropolitan area in our state with no detoxification or inpatient residential services to treat substance use disorder. Additionally, seven (7) neighboring southeast Washington counties lack access to these critical services. The Three Rivers Behavioral Health Recovery Center will provide over 550,000 Washingtonians access to life-saving treatment and services.

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Sincerely,

Board of Benton County Commissioners

Jerome Delvin	Shon Small	Will McKay
Chairman	*Chairman Pro Tem*	*Member*

Cc: brad.klippert@leg.wa.gov
lj.rohrer@leg.wa.gov

Board of County Commissioners

June 8, 2021

Sen. Sharon Brown
202 Irv Newhouse Building
PO Box 40408
Olympia, WA 98504

Dear Senator Brown,

On behalf of Benton County, we are writing to extend our sincerest thanks for including $2.75 million in the 2021 Washington State Capital Budget for the Three Rivers Behavioral Health Recovery Center. The Tri-Cities region is the only metropolitan area in our state with no detoxification or inpatient residential services to treat substance use disorder. Additionally, seven (7) neighboring southeast Washington counties lack access to these critical services. The Three Rivers Behavioral Health Recovery Center will provide over 550,000 Washingtonians access to life-saving treatment and services.

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Thank you for keeping the needs of Benton County and southeast Washington in mind. We appreciate your leadership and all the work that you do on behalf of our community.

Sincerely,

Board of Benton County Commissioners

Jerome Delvin	Shon Small	Will McKay
Chairman	*Chairman Pro Tem*	*Member*

Cc: sharon.brown@leg.wa.gov
emily.greninger@leg.wa.gov

Board of County Commissioners

June 8, 2021

Sen. Perry Dozier
109A Irv Newhouse Building
PO Box 40416
Olympia, WA 98504

Dear Senator Dozier,

On behalf of Benton County, we are writing to extend our sincerest thanks for including $2.75 million in the 2021 Washington State Capital Budget for the Three Rivers Behavioral Health Recovery Center. The Tri-Cities region is the only metropolitan area in our state with no detoxification or inpatient residential services to treat substance use disorder. Additionally, seven (7) neighboring southeast Washington counties lack access to these critical services. The Three Rivers Behavioral Health Recovery Center will provide over 550,000 Washingtonians access to life-saving treatment and services.

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Thank you for keeping the needs of Benton County and southeast Washington in mind. We appreciate your leadership and all the work that you do on behalf of our community.

Sincerely,

Board of Benton County Commissioners

Jerome Delvin	Shon Small	Will McKay
Chairman	*Chairman Pro Tem*	*Member*

Cc: perry.dozier@leg.wa.gov
tiffani.sanne@leg.wa.gov

Board of County Commissioners

June 8, 2021

Rep. Mark Klicker
410 John L. O'Brien Building
PO Box 40600
Olympia, WA 98504

Dear Representative Klicker,

On behalf of Benton County, we are writing to extend our sincerest thanks for including $2.75 million in the 2021 Washington State Capital Budget for the Three Rivers Behavioral Health Recovery Center. The Tri-Cities region is the only metropolitan area in our state with no detoxification or inpatient residential services to treat substance use disorder. Additionally, seven (7) neighboring southeast Washington counties lack access to these critical services. The Three Rivers Behavioral Health Recovery Center will provide over 550,000 Washingtonians access to life-saving treatment and services.

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Thank you for keeping the needs of Benton County and southeast Washington in mind. We appreciate your leadership and all the work that you do on behalf of our community.

Sincerely,

Board of Benton County Commissioners

Jerome Delvin	Shon Small	Will McKay
Chairman	*Chairman Pro Tem*	*Member*

Cc: mark.klicker@leg.wa.gov
reni.michael@leg.wa.gov

Board of County Commissioners

June 8, 2021

Rep. Skyler Rude
122G Legislative Building
PO Box 40600
Olympia, WA 98504

Dear Representative Rude,

On behalf of Benton County, we are writing to extend our sincerest thanks for including $2.75 million in the 2021 Washington State Capital Budget for the Three Rivers Behavioral Health Recovery Center. The Tri-Cities region is the only metropolitan area in our state with no detoxification or inpatient residential services to treat substance use disorder. Additionally, seven (7) neighboring southeast Washington counties lack access to these critical services. The Three Rivers Behavioral Health Recovery Center will provide over 550,000 Washingtonians access to life-saving treatment and services.

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Thank you for keeping the needs of Benton County and southeast Washington in mind. We appreciate your leadership and all the work that you do on behalf of our community.

Sincerely,

Board of Benton County Commissioners

Jerome Delvin	Shon Small	Will McKay
Chairman	*Chairman Pro Tem*	*Member*

Cc: skyler.rude@leg.wa.gov
conor.agnew@leg.wa.gov

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 8, 2021
Subject:	Ratifying an Engagement Letter for D.A. Davidson to serve as Bond Underwriter
Presenter:	n/a
Prepared By:	C. McKenzie
Reviewed By:	Jerrod MacPherson

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

On March 17, 2020, the Board of Benton County Commissioners, via resolution 2020-258, declared an emergency due to the COVID-19 Virus situation. Resolution 2020-258 authorizes departments to enter into contracts in order to combat the emergency.

Benton County is seeking to issue bonds in the principal amount of approximately $3,700,000 to refund on a current basis all the outstanding principal of the County's outstanding Limited Tax General Obligation Bond Refunding Bond, 2018.

Per Resolution 2021-327, the Board authorized the Chairman to sign the Bond Counsel Engagement Letter with Foster Garvey, P.C. to provide bond counsel services for the issuance of Limited Tax General Obligation Refunding Bonds, 2021.

The County Administrator, in order to expedite the services of D.A. Davidson, the Bond Underwriter, signed the Underwriting Engagement Letter on May 26, 2021 and this Underwriting Engagement Letter needs to be ratified by the Board.

Fiscal Impact

Amount: Proposed underwriting fee is less than 0.60% of the principal amount of the Securities issued. The estimated net cost savings to the County is going to be $351,491.50, or $33,556 per year or a Net Present Value savings percentage of 5.00% or greater.

Fund: 0298-201 Health Building Bond

Recommendation

Ratify Underwriting Engagement Letter signed by the County Administrator on May 26, 2021 with D.A. Davidson, the Bond Underwriter.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF RATIFYING AN ENGAGEMENT LETTER BETWEEN D.A. DAVIDSON AND BENTON COUNTY PROVIDING FOR D.A. DAVIDSON TO SERVE AS BOND UNDERWRITER FOR BENTON COUNTY FOR THE ISSUANCE OF LIMITED TAX GENERAL OBLIGATION REFUNDING BONDS, 2021

WHEREAS, on March 17, 2020, the Board of Benton County Commissioners, via Resolution 2020-258, declared an emergency due to the COVID-19 Virus situation; and

WHEREAS, Resolution 2020-258 authorizes departments to enter into contracts in order to combat the emergency; and

WHEREAS, Benton County is seeking to issue bonds in the principal amount of approximately $3,700,000 to refund on a current basis all the outstanding principal of the County's outstanding Limited Tax General Obligation Bond Refunding Bond, 2018; and

WHEREAS, Per Resolution 2021-327, the Board authorized the Chairman to sign the Bond Counsel Engagement Letter with Foster Garvey, P.C. to provide bond counsel services for the issuance of Limited Tax General Obligation Refunding Bonds, 2021; and

WHEREAS, the County Administrator, in order to expedite the services of D.A. Davidson, the Bond Underwriter, signed the Underwriting Engagement Letter on May 26, 2021 and this Underwriting Engagement Letter needs to be ratified by the Board; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the County Administrator and hereby ratifies the attached Underwriting Engagement Letter with D.A. Davidson to serve as Bond Underwriter for Benton County for the issuance of Limited Tax General Obligation Refunding Bonds, 2021.

Dated this 8th day of June, 2021.

_____
Chairman.

_____
Chairman Pro-Tem.

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

Attest:_____
Clerk of the Board

Orig: Commissioners
cc: Treasurer; Auditor

C. McKenzie

D|A|DAVIDSON
FIXED INCOME CAPITAL MARKETS

May 26, 2021

Benton County
Mr. Ken Spencer, County Treasurer
Mr. Jerrod MacPherson, County Administrator
620 Market Street
Prosser, WA 99350

Re: Underwriting Engagement Letter

On behalf of D.A. Davidson & Co. ("Davidson"), we wish to thank you for the opportunity to serve as underwriter (or "placement agent") for Benton County, Washington (the "Issuer") on its proposed offering and issuance of Limited Tax General Obligation Bonds and/or Limited Tax General Obligation Refunding Bonds (the "Securities"). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the "Purchase Agreement") if and when the Securities are priced following successful completion of the offering process.

1. Services to be Provided by Davidson. The Issuer hereby engages Davidson to serve as managing underwriter (or placement agent) of the proposed offering and issuance of the Securities, and in such capacity Davidson agrees to provide the following services:

- Provide various bond structures, including payment terms, prepayment options, estimated interest rates, etc.
- Provide an analysis for a possible refinancing of outstanding bonds for interest cost savings
- Develop a marketing plan for the bond offering, including identification of potential investors,
- Assist in the preparation of the official statement and other offering documents,
- Assist in preparing materials to be provided to securities ratings agencies and in developing strategies for meetings or conference calls with the ratings agencies,
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions,
- Consult with counsel and other service providers about the offering and the terms of the Securities,
- Inform the Issuer of the marketing and offering process,

- Negotiate the pricing, including the interest rate, and other terms of the Securities,
- Obtain CUSIP number(s) for the Securities and arrange for their DTC book-entry eligibility,
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Securities,
- Such other usual and customary underwriting services as may be requested by the Issuer.
- As Placement Agent, send out a Request for Proposal Term Sheet to various banks for a fixed interest rate bid for the term of the outstanding bonds. (With a private placement to a bank, there is no Official Statement and no rating presentation.)

Davidson may provide incidental financial advisory services, including advice as to the structure, timing, terms and other matters concerning the issuance of the Securities. Davidson is required to make the following disclosure pursuant to MSRB Rule G-23: Davidson will be providing such advisory services in its capacity as underwriter and not as a financial advisor to the Issuer. As underwriter, Davidson will not be required to purchase the Securities except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Securities.

2. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that: (i) the primary role of Davidson, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the issuer.; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, then the Issuer is free to engage a municipal advisor to serve in that capacity.

In addition, the Issuer acknowledges receipt of certain regulatory disclosures as required by the Municipal Securities Rulemaking Board that are attached to this agreement as Exhibit A. Issuer further acknowledges that Davidson may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.

3. Davidson's proposed underwriting fee/spread is less than 0.60% of the principal amount of the Securities issued. The underwriting fee/spread will represent the difference between the price that Davidson pays for the Securities and the public offering price stated on the cover of the final official statement. The Issuer shall be responsible for paying or reimbursing for all other costs of issuance, including without limitation, bond counsel fee, rating agency fee and expenses, Official Statement preparation fee, and all other expenses incident to the performance of the Issuer's obligations under the proposed offering.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Securities. Notwithstanding the forgoing, either party may

terminate Davidson's engagement at any time without liability of penalty upon at least ten (10) days' prior written notice to the other party. If Davidson's engagement is terminated by the Issuer, the Issuer agrees to reimburse Davidson for its out-of-pocket expenses incurred until issuance of the notice of termination.

5. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Washington. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in us.

Very truly yours,

D.A.DAVIDSON & CO.

By: James M. Nelson

Signature: James M Nelson

Title: Senior Vice President

Benton County, Washington

Name (print): Jerrod MacPherson

Signature: Jerrod MacPherson

Title: County Administrator

Accepted this 26 day of May/~~June~~ XXX 2021

EXHIBIT A

May 26, 2021

Benton County
Mr. Ken Spencer, County Treasurer
Mr. Jerrod MacPherson, County Administrator
620 Market Street
Prosser, Washington 99350

Disclosures by D.A. Davidson & Co. as Underwriter
Pursuant to MSRB Rule G-17 and G-23
Benton County, Washington, Limited Tax General Obligation Bonds and/or Limited Tax General Obligation Refunding Bonds

Dear Ken and Jerrod:

We are writing to provide you, as County Treasurer of Benton County, Washington and County Administrator of Benton County, Washington ("Issuer"), with certain disclosures required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 that relate to the proposed offering and issuance of Limited Tax General Obligation Bonds and/or Limited Tax General Obligation Refunding Bonds (the "Bonds").

The Issuer has engaged D.A. Davidson & Co. ("Davidson") to serve as an underwriter, and not as a financial or municipal advisor, in connection with the issuance of the Bonds. As part of our services as underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. The specific terms of our engagement will be as set forth in a bond purchase agreement to be entered into by the parties if and when the Bonds are priced following successful completion of the offering process.

1. Dealer-Specific Conflicts of Interest Disclosures

The underwriter has identified the following additional potential or actual material conflicts: An employee of the underwriter is a Reviewing Member for the Washington Public Treasurer's Association Debt Policy Review Panel. In this capacity, the employee participates in reviewing possible debt policies for potential issuers and is not compensated.

2. Transaction-Specific Disclosures

Since Davidson has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a "complex municipal securities financing" to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

3. Standard Disclosures

A. Disclosures Concerning the Underwriters' Role:

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal

issuers and investors.

(ii) An underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.

(iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.

(iv) The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

(v) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.

(vi) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.[1]

B. Disclosures Concerning the Underwriters' Compensation:

(i) The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

4. Questions and Acknowledgment.

Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

[1] Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth below. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgement that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Again, we thank you for the opportunity to assist you with your financing and the confidence you have placed in us.

Very truly yours,

D.A.DAVIDSON & CO.

By: James M. Nelson

Signature: James M Nelson

Title: Senior Vice President

Benton County, Washington

Name (print): Jerrod MacPherson

Signature: Jerrod MacPherson

Title: County Administrator

Accepted this 26 day of May/~~June~~ 2021

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 8, 2021
Subject:	APPROVING CONTRACT BETWEEN BENTON COUNTY AND BERTHA D. RAMON-ARTEAGA FOR INTERPRETER SERVICES
Presenter:	Teri Atwood
Prepared By:	Teri Atwood
Reviewed By:	Ela Selga

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

RCW 2.42 and/or RCW 2.43 mandates that interpreters are provided for non-English speaking litigants. Benton County District Court uses a Spanish interpreter on a daily basis. The current contract with Francisco Rojas, resolution 2020-955 will expire on 6/30/2021.

We have found Bertha D. Ramon-Arteaga, a certified Spanish interpreter, and she is willing to provide the services that meet our court needs. She has provided services in our court in the past.

Fiscal Impact

No impact, this is included in the 2021-2022 budget.

Recommendation

We recommend that the Board of County Commissioners approve and sign the Benton County District Court Interpreter Contract between Bertha D. Ramon-Arteaga and Benton County.

Suggested Motion

Motion to approve as part of consent agenda the attached Benton County District Court Interpreter Contract between Bertha D. Ramon-Arteaga and Benton County as presented effective July 6, 2021 through June 30, 2022.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING CONTRACT BETWEEN BENTON COUNTY AND BERTHA RAMON-ARTEAGA FOR INTERPRETER SERVICES

WHEREAS, RCW 2.42 and/or RCW 2.43 mandates that interpreters are provided for non-English speaking litigants; and

WHEREAS, Resolution 2020-955 authorizing the interpreter service agreement with Francisco Rojas is expiring on June 30, 2021; and

WHEREAS, Teri Atwood, District Court Assistant Administrator, believes it is in the best interest of the District Court that the Interpreter Service Agreement between Benton County and Bertha D. Ramon-Arteaga be approved as presented for the term commencing July 6, 2021 and terminating on June 30, 2022; **NOW THEREFORE**,

BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Benton County District Court Interpreter Contract Between Benton County and Bertha D. Ramon-Arteaga for the term commencing July 6, 2021 and terminating June 30, 2022.

DATED this _____ day of _____, 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of County Commissioners
Of Benton County, WA

Cc: Auditor
PA

TAtwood

BENTON COUNTY DISTRICT COURT INTERPRETER CONTRACT

This Personal Service Agreement is entered into and effective July 6, 2021, by and between Benton County, a political subdivision of the State of Washington, sometimes referred to herein as "County" and Bertha D. Ramon-Arteaga (hereinafter called " Interpreter").

WITNESSETH:

WHEREAS, Benton County, as part of its system of criminal justice, is required to provide for all District Court proceedings a certified interpreter for all criminal defendants who are unable to speak and/or understand English.

WHEREAS, Interpreter has been certified by the State of Washington's Administrative Office of the Courts (AOC).

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PROFESSIONAL SERVICES

1. The Interpreter shall maintain the above referenced certification and provide such services to District Court as are commensurate with the requirements of Chapter 2.43 RCW, including the translation of spoken and written English to persons from a non-English background who cannot readily speak or understand the English language and who, when involved as a part to a legal proceeding, by reason of such inability to speak and understand English are unable to obtain due process of law.

2. The Interpreter shall provide interpretive services in Spanish according to all needs for such services in District Court, other than for deaf or hearing-impaired persons. Interpreter services will be provided in person for all matters heard in Kennewick. Interpreter services for matters heard in Prosser will be provided through WebEx or by phone, except when the judge has requested that the Interpreter be in-person or the Interpreter is interpreting for a jury trial. Under exigent circumstances and with the approval of the Court, interpretive services for matters heard in Kennewick may be provided through WebEx or by phone.

3. The timing of services provided by Interpreter shall include but are not limited to trials as they arise and:

   a. Monday: Morning in-custody docket and regular scheduled dockets, and any trial needing a Spanish interpreter.

   b. Tuesday: Regularly scheduled dockets in mornings and the afternoons in either Prosser or Kennewick.

   c. Wednesday, Thursday and Friday: All District Court proceedings needing Spanish interpreter services, including but not limited to regularly scheduled dockets for mornings and afternoons.

4. Except as set forth in section I.5 below, Interpreter is responsible for providing services on each day as described above and shall obtain a qualified substitute if Interpreter is unavailable. In the event Interpreter needs a substitute interpreter for coverage, the substitute interpreter must be a certified Spanish interpreter by the Washington State Administrative Office of the Courts. Interpreter must notify the court a day in advance when a substitute will be used.

5. Interpreter is not obligated to provide services or obtain a substitute interpreter for the period from July 22, 2021 through August 3, 2021 and shall receive no compensation for that period.

II. NOTIFICATIONS

1. Benton County District Court shall deliver to Interpreter's Inbox at the Justice Center in Kennewick, a docket printout reflecting the matters for which interpreter services are necessary . For regularly noticed hearings and trials, that printout shall be delivered five (5) days in advance. For hearings noted on shortened time District Court shall deliver such printout as soon as reasonably practicable.

III. COMPENSATION

1. Benton County District Court shall compensate the Interpreter as follows for each judicial day that the District Court is in session:

a. Mondays: Interpreter will be paid Two Hundred Forty Dollars ($240.00).

b. Tuesdays: Interpreter will be paid Three Hundred and Seventy-five ($375.00) if services are rendered in Kennewick or, if Interpreter is asked to provide in person services in Prosser, Interpreter will be paid Four Hundred Fifty Dollars ($450.00). Services will be deemed rendered at the location of the Interpreter.

c. Wednesdays through Fridays: Interpreter will be paid Three Hundred and Seventy-five Dollars ($375.00) per day.

d. Interpreter will be paid Four Hundred Eighty Dollars ($480.00) in lieu of any other amount stated above for any day on which Interpreter renders services at a jury or bench trial at any District Court site.

e. Interpreter will not be paid for travel time or for weekdays when the District Court is closed due to a holiday or closure for some other reason.

2. Interpreter will be paid the above amounts so long as any necessary services are rendered by Interpreter or a qualified substitute procured by Interpreter. Interpreter is responsible for compensating any such substitute interpreter for his or her services. If services are needed and Interpreter does not perform and does not procure an acceptable substitute that performs the necessary services, Interpreter will not receive the above compensation for that day and will be obligated to compensate District Court for any amount it must pay for interpreter services above the stated amount for that day.

IV. EXPENSES

1. The Interpreter shall not charge Benton County District Court for any expenses.

V. TERM

1. The term of this Agreement shall be for the period commence July 6, 2021 and conclude on June 30, 2022.

VI. NON-ASSIGNMENT, DELEGATION AND SUBCONTRACTING

1. The Interpreter shall not assign this contract to any person or entity without prior written approval of the Benton County Board of Commissioners.

VII. TERMINATION

1. Each of the parties shall have a right to terminate this Agreement upon ten (10) days advance written notice to the other party in the event the other party fails to comply with any of the provisions of this Agreement or upon thirty (30) days written notice without cause.

VIII. HOLD HARMLESS AND INDEMNIFICATION

1. The Interpreter shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the interpreter or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the Interpreter obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

2. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the Interpreter, 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 Interpreter or sub-contractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Interpreter expressly waives any immunity the Interpreter might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract , the Interpreter 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 Interpreter makes with any subcontractor or agent performing work hereunder. Interpreter's obligations under this Section VIII shall survive termination and expiration of this Contract.**

3. The Interpreter's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Interpreter, the Interpreter' s employees, agents or subcontractors.

IX. INSURANCE

I. **Professional Liability Insurance** : Prior to the start of work under this Contract, the Interpreter shall secure and maintain at its own expense Professional Liability Insurance appropriate to the Interpreter's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence or claim. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Interpreter' s services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Interpreter's services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. Interpreter is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed, and not replaced with

another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. Interpreter shall annually provide COUNTY with proof of all such insurance.

2. **Automobile Liability**: The Interpreter shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA000l) or equivalent in the amount of not less than five hundred thousand dollars ($500,000) per accident for Bodily Injury and Property Damage to protect Interpreter from claims which may arise from the performance of this Contract, whether such operations be by the Interpreter or by anyone directly or indirectly employed by the Interpreter.

3. **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Contract, Interpreter shall maintain commercial general liability coverage (policy form CG000l or equivalent) to protect the Interpreter from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by Interpreter or by anyone directly employed by or contracting with Interpreter. The minimum commercial general liability insurance limits shall be as follows:

$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$ 500,000 Personal Injury and Advertising Injury
$ 500,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that Interpreter' s commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The Interpreter must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 8. Interpreter' s commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

Workers Compensation: Interpreter acknowledges and represents that Interpreter currently does not have any employees and therefore, does not maintain workers compensation insurance. To the extent Interpreter hires any employees; however, Interpreter shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of Interpreter and any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Personal Service Agreement. Interpreter shall submit a copy of its certificate of coverage form the Washington State Department of Labor and Industries prior to the commencement of work. Except as prohibited by law Interpreter waives all rights of subrogation against Benton County District Court for recovery of damages to the extent they are covered by workers compensation and employer's liability.

4. **Other Insurance Provisions:**

a) The Interpreter's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and

appointed officers, officials, employees and agents. Interpreter's liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to Interpreter' s insurance policies.

b) The Interpreter's liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

d) The Interpreter's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e) The Interpreter shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

f) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the Interpreter maintains higher limits than the minimums required in this contract, the COUNTY requires and shall be entitled to coverage for the higher limits maintain ed by the Interpreter.**

g) The Interpreter shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, except for professional liability under Section IX.1, shall be written on an Occurrence Policy form.

h) Interpreter hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Interpreter to enter into a pre-loss agreement to waive subrogation without an endorsement, then Interpreter agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Interpreter enter into such a waiver of subrogation on a pre-loss basis.

i) Compensation and/or payments due to Interpreter under this Agreement are expressly conditioned upon Interpreter's strict compliance with all insurance requirements. Payment to Interpreter may be suspended in the event of non-compliance. Upon receipt of evidence of Interpreter' s compliance, such payments not otherwise subject to withholding or set-off will be released to Interpreter.

5. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have a A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not

admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

a) All insurance to be maintained by the Interpreter, other than Professional Liability, Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the Interpreter's insurance and shall not contribute to it.

b) Certificates of Liability Insurance, with endorsements attached, are to be provided to the County' s Risk Manager.

c) All written notices under this Section IX and notice of cancellation or change of required insurance coverages shall be mailed to the County' s Risk Manager.

The Interpreter or its broker shall provide a copy of any and all insurance policies specified in this Contract upon the start of this contract, and upon renewal of the insurance policies as evidence of continuous coverage. All required insurance documentation shall be provided to the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

X. ENTIRE AGREEMENT

1. The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

Date: 5-13-2021

Bertha D. Ramon-Arteaga, Interpreter

Presiding Judge

Approved as to Form

Ryan Brown, Deputy PA

Date:

Benton County Commissioners

Chairman

Member

Member

CC: Interpreter, Auditor, District Court, PA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	6/8/21
Subject:	Public Safety Testing Agreement for Entry Level Corrections
Presenter:	
Prepared By:	T. Dufault
Reviewed By:	L. Wingfield

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

Testing is required for hiring Correction Officers and therefore, entering into an agreement with Public Safety Testing to conduct said testing is recommended. Benton County has been using Public Safety Testing, along with multiple other agencies across the state, for years.

Fiscal Impact

No supplement required

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolution and the Subscriber Agreement between Benton County and Public Safety Testing.

Suggested Motion

Approve as part of the consent agenda.

cc: HR, Corrections

Prepared by: T. Dufault

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING THE SUBSCRIBER AGREEMENT BETWEEN BENTON COUNTY AND PUBLIC SAFETY TESTING FOR ENTRY LEVEL CORRECTIONS TESTING

WHEREAS, the agreement between Benton County and Public Safety Testing for entry level testing expired on December 31, 2020; and

WHEREAS, it is recommended that Benton County enter into a new agreement from June 1, 2021 through December 31, 2024; **NOW THEREFORE**,

BE IT RESOLVED, the Benton County Commissioners approve the Subscriber Agreement as proposed between Benton County and Public Safety Testing from June 1, 2021, through December 31, 2024, and authorizes the Chairman to sign the attached Agreement.

Dated this_____ day of _____, 2021.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of Commissioners

of Benton County, Washington

Attest.....

Clerk of the Board

cc: HR, Corrections

Prepared by: T. Dufault

SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of pre-employment testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a Subscriber Agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and Benton County, a municipal corporation of the state of Washington (hereinafter "Subscriber") do enter into this Subscriber Agreement under the terms and conditions set forth herein.

SUBSCRIBER:	Benton County, WA
POSITIONS: ➲ *Check all that apply*	☒ Corrections Officer (entry-level) ☐ Corrections Officer (lateral/experienced)
COMMENCEMENT DATE:	June 1, 2021
PROFESSIONAL FEES:	Corrections Officer written &/or physical ability testing: • Year #1 @ $5,052 annually • Subsequent years (beginning January 1, 2022) will include an annual increase of three percent (3%).
TERMINATION: ➲ *Select one*	This agreement terminates: ☐ December 31, 2022 ☒ December 31, 2024 ☐ This agreement will automatically renew annually unless either party provides a 60-day notice as outlined in Section 7. Each annual renewal includes a 3% increase in professional fees, the first commencing January 1, 2022.
RECRUITING AT PST WRITTEN EXAM EVENTS ➲ *Check to request*	☐ Opportunity for Subscriber to recruit candidates at PST written exam events. Written exams occur in-person or virtual (online, in-home). Subscriber may appear in-person (physical exam locations) or via 60-second video provided by Subscriber (physical exam location or virtual exam). Subscriber will be invoiced $10 per candidate that adds Subscriber agency to their list prior to the start of the exam.

FINANCIAL HARDSHIP WAIVER
➲ *Check to request*

Subscriber agrees to pay candidate financial hardship waivers, each pre-approved by the Subscriber at the following rates:

☐ $35 for Corrections written examination

1. Description of Basic Services. This Agreement begins on the date as noted on page one (1) of this Agreement. The Contractor will provide the following services to the Subscriber:

   1.1 Advertising and recruiting assistance, application intake processing, and administration of pre-employment written examinations and/or physical ability tests for those positions noted on Page One (1) of this Agreement.

      1.1.1 Written examinations are administered in-person at Contractor's test events, including those conducted by Subscribing agencies; remotely through a network of certified college testing facilities; and, through the Contractor's online, virtual in-home testing program.

      1.1.2 Physical ability tests for law enforcement and corrections applicants are administered at Contractor's test events, including those conducted by Subscribing agencies, and, through a network of partner gym and fitness facilities.

   1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists. Contractor will report "raw" test scores to the Subscriber – no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws. Written examination scores will be reported to the Subscriber as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail". The passing score for written examinations is set by the test developer at 70%. For dispatcher candidates, the typing test results will be reported as words per minute (wpm) and accuracy rate (%).

   1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process conducted by the Contractor pursuant to this Agreement and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

   Provided, however, Contractor shall not be required to appear at its cost nor to defend in any administrative or court proceeding arising from or out of a claim

or challenge relating to Subscriber's use of other testing process(es) or out of Subscriber's attempt to establish multiple or blended eligibility lists for the same position based in whole or in part on other testing process(es). "Other testing process(es)" means any test or testing process other than those provided by the Contractor under this Agreement.

1.4 Term & Fees. The term of this agreement and the related professional fees are noted on page one (1) of this Agreement.

1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment shall be made within 45 days of receipt of invoice.

1.5.1 Direct Deposit (ACH Enrollment). Subscribers are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).

1.5.2 Credit Card. A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such fee is to cover Contractor's credit card processing fees.

2. Additional Services. In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.

3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:

3.1 Because applicable civil service law prohibits having multiple eligibility lists for the same class of hire, this Agreement is an exclusive agreement for these services.

3.2 The written and physical agility scores of any applicant shall be valid for 18 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.

3.3 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other

subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.

3.4 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable testing fee from any and all applicants.

3.5 The Subscriber is encouraged to and may also conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.

3.6 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.

3.7 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.

3.8 Subscriber understands and acknowledges that a candidate's PST Personal History Statement (PHS) will be stored electronically by PST for 24 months from the date the candidate uploads the PHS to the PST website. Any PHS stored more than 24 months will automatically be deleted and will no longer be available to the Subscriber from the PST server.

4. Testing Standard and Warranty of Fitness for Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of the Washington State Civil Service Statutes, Chapter 41.08 and/or 41.12 and/or 41.14 RCW, or the terms of other applicable statute as the Subscriber shall notify the Contractor that the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws. If Subscriber uses or authorizes the use of other testing process(es) this warranty shall be null and void.

5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.

6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:

   6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:

      6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;

      6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;

      6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.

      6.1.4 This indemnity shall not apply to any administrative or court proceeding arising from or out of any process in which the Subscriber has utilized or authorized other testing process(es).

   6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.

7. Termination. This agreement terminates as noted in the *Termination* section on Page 1 of this Agreement. The Contractor and/or the Subscriber may also withdraw from this Agreement at any time for any reason with 60 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber.

8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 2021.

BENTON COUNTY, WA

By: _____

Print: _____

Its: _____

Contact: _____

Address: P.O. Box 190

City/State/Zip: Prosser, WA 99350

Telephone: 509-786-5600

Email: _____

PUBLIC SAFETY TESTING, INC.

By: _____ May 7, 2021

Print: Jon F. Walters, Jr.

Its: President

Jon Walters

20818 – 44th Ave. W., Suite 160

Lynnwood, WA 98036

425.776.9615

jon@publicsafetytesting.com

Subscriber's Contact & Address for Billing:
(Please complete if different from contact information above)

Contact: Tammy Dufault

Title: HR Assistant

Agency: Benton County

Address: 7122 W. Okanogan Pl

City/State/Zip: Kennewick, WA 99336

Telephone: 509-737-2777

Email: tammy.dufault@co.benton.wa.us

Stephen Hallstrom, DPA
MAY 28, 2021

Agency Recruiter:

Name: _____

Title: _____

Email: _____

Agency Hiring Representative/Supervisor:

Name: _____

Title: _____

Email: _____

Chief or Agency Director:

Name: _____

Title: _____

Email: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	
Subject:	Expenditure Coding Correction related to Ricoh Copier Rentals
Presenter:	
Prepared By:	Aimee Oropeza
Reviewed By:	Robert Heard

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

Beginning 1/1/21, Ricoh copiers for the Treasurer's office and the Commissioner's office were included in their assessment from IT. Invoices related to these copier rentals should have been coded to IT.

Fiscal Impact

Amount: $912.68 reimbursed from Central Services Fund to Current Expense Fund

Fund: Current Expense $912.68

Central Services ($912.69)

Recommendation

Approve expenditure correction between Current Expense (Commissioners and Treasurer) and Central Services.

Suggested Motion

Approve as part of consent agenda.

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS, RE: EXPENDITURE CODING CORRECTIONS BETWEEN THE CURRENT EXPENSE FUND 0000-101, DEPARTMENT NUMBER 107, CURRENT EXPENSE FUND 0000-101, DEPARTMENT NUMBER 124 AND CENTRAL SERVICES FUND 0502-101, DEPARTMENT 000.

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

Dated this ___ day of _____ 2021.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

A Oropeza

BENTON COUNTY
EXPENDITURE CODING CORRECTIONS

FUND NUMBER: 0000101 to 0502101
DEPARTMENT NUMBER: 107 and 124 to 000
FUND NAME: Current Expense to Central Services

TRANSFER FROM:				TRANSFER TO:			
BASE SUB 6 digit	**LINE ITEM** 4digit	**LINE ITEM Name**	**AMOUNT**	**BASE SUB** 6 digit	**LINE ITEM** 4digit	**LINE ITEM** Name	**AMOUNT**
0000101.107				0502101.000			
513.100	4503	Rental-Office Equipment	309.88	518.810	4503	Rental-Office Equipment	912.68
0000101.124							
514.220	4503	Rental-Office Equipment	602.80				
		TOTAL	**$ 912.68**			**TOTAL**	**$ 912.68**

rev 02.2017

EXPLANATION:
Beginning 1/1/21 Ricoh copier rental charges were included in their assessment from IT. Ricoh invoices 104491536, 104585520, 104689341 and 104700947 should have been coded to IT.

RETURN TO: Auditor's Office, Accounting Department

Prepared By: Aimee Oropeza
DATE: 4/15/2021

Approved:

AUDITOR'S USE ONLY:

Keyed:

Date:

Initials:

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 8, 2021
Subject:	Approving the purchase of a 1-year subscription for WebEx archiving from CompuNet Inc.
Presenter:	
Prepared By:	Alex Garcia
Reviewed By:	Robert Heard

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The current application the County uses for instant messaging (Skype for Business) is coming to end of life by Microsoft in July 2021. Last fall, IT recognized that the County's current video conferencing solution Skype for Business was not going to meet the needs of the County's growing video and telephony demands and a decision was made to move to Cisco WebEx. Currently, Cisco WebEx is implemented County-wide and the needs are continuing to evolve.

After the County's move to Cisco Flex licensing, per Resolution 2020-616, WebEx Teams and Cisco Jabber messaging clients were available to each user. IT has been prepared for the Skype for Business instant messaging end of life date and has tested both WebEx Teams and Jabber internally for the past several months. IT has found that although both clients are similar, WebEx Teams provides more features and integrates better with joining and creating meetings across the County's conference rooms. Since Skype for Business will no longer be used for messaging, IT had to look at several vendors that would archive WebEx Teams to comply with public records laws as stated in RCW 42.56, Public Records Act. IT reviewed several solutions and found Theta Lake's WebEx archiving to be the best fit for Benton County.

Theta Lake's WebEx archiving solution is completely hosted by the vendor and does not require any additional hardware infrastructure costs for IT. Theta Lake provides advanced features such as redacting within the application before forwarding to legal for review, retention policy, and metadata search on voice, video and text communications.

Fiscal Impact

Amount: **$29,375 excluding WSST.**

Fund: **Information Technology's approved 2021-2022 budget.**

Recommendation

Information Technology recommends that the Board approves the purchase of a one-year subscription for Theta Lake's WebEx archiving from CompuNet, Inc. in an amount not to exceed $29,375 excluding WSST.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE PURCHASE OF ONE-YEAR SUBSCRIPTION FOR WEBEX ARCHIVING FROM COMPUNET, INC.

WHEREAS, Microsoft Corporation has established an end-of-life date of July 31, 2021 for Skype for Business Online; and

WHEREAS, last fall, Information Technology (IT) moved the County to WebEx for audio and video conferencing; and

WHEREAS, per Resolution 2020-616, Cisco Flex licensing enabled Cisco Jabber and WebEx Teams applications, a suitable Skype for Businesss replacement for county users, and

WHEREAS, IT has tested Cisco Jabber and WebEx Teams for past several months and recommends WebEx Teams as it provides a collaboration platform designed to securely communicate via instant messaging, telephony calling, and joining/creating meetings; and

WHEREAS, IT reviewed several solutions for archiving WebEx Teams to comply with public records laws as stated in RCW 42.56, Public Records Act; and

WHEREAS, Information Technology recommends Theta Lake's WebEx archiving solution and that the one-year subscription for WebEX archiving be purchased from CompuNet Inc, and

WHEREAS, the Purchasing Department has reviewed this purchase and finds it complies with the Procurement, Leasing, and Contracting Policy;

WHEREAS, the Prosecuting Attorney Civil Division has approved to form the agreement; **NOW THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with Information Technology's recommendation and approves the purchase of one-year subscription of WebEX archiving from CompuNet, Inc. in an amount not to exceed $29,375 excluding Washington State Sales Tax.

Dated this 8 day of June , 2021

Chairman of the Board

Member

Member

Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

Orig: Information Technology
cc: Auditor

Prepared by: A. Garcia

CompuNet, Inc.

Theta Lake Archive – WebEx Teams (12 months 750 users)

Bill To:

Benton County

P.O. Box 608
Prosser, WA 99350

Ship To:

Benton County

620 Market Street
Prosser, WA 99350

Quote Information:

Quote #: MF166828

Version: 1
Delivery Date: 05/21/2021
Expiration Date: 06/20/2021

Prepared by:

Mark Friedman
509-795-8276
mfriedman@compunet.biz

Prepared for:

Robert Heard
(509) 737-3529
Robert.Heard@co.benton.wa.us

Theta Lake

Description		List Price	Price	Qty	Ext. Price
TL-CS-PLT-TEAMS	Webex Teams (platform fee for 500-1,000 users)	$25,000.00	$12,500.00	1	$12,500.00
TL-CS-USR-TEAMS	Theta Lake Coverage for Chat Users added to annual platform fee, includes coverage for 750 users	$30.00	$22.50	750	$16,875.00
				Subtotal:	**$29,375.00**

Shipping

Description		Qty
Shipping	Ground Shipping To Be Determined, Billed As Actual	1

Quote Summary

Description	Amount
Theta Lake	$29,375.00
Subtotal:	**$29,375.00**
Estimated Tax:	**$2,526.25**
Total:	**$31,901.25**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed here. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

Benton County

Signature: _____

Name: _____

Date: _____

PO Number: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 05/18/21 BC 06/08/21
Subject:	Probation Liaison Program Agreement at Pasco High School
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

The Pasco High School/Probation Liaison Project places a probation counselor at Pasco High School to teach Aggression Replacement Training and to work with those youth at the school that are on probation, and has been in place since 2000. Since the 2005 2006 school year the Pasco School District has agreed to compensate the Counties for the contract.

The Pasco School District would like to continue the program for the period beginning on July 1, 2021 and ending on June 30, 2022.

Fiscal Impact

Pasco School District has agreed to compensate the Counties for a maximum amount not to exceed $48,480.00, which is one-half the cost to the Counties of employing a Probation Counselor.

The Fee For Service is included in the Juvenile Justice Dept. 173 Budget. No supplement required.

Recommendation

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

Suggested Motion

Approve as part of consent agenda.

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 EXECUTION OF A SCHOOL/JUVENILE PROBATION LIAISON PROGRAM AGREEMENT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND THE PASCO SCHOOL DISTRICT TO PROVIDE A PROBATION COUNSELOR IN PASCO HIGH SCHOOL

WHEREAS, Darryl Banks, Administrator of Benton-Franklin Counties Juvenile Justice Center, believes it is in the best interest of the Juvenile Justice Center that the proposed School/Juvenile Liaison Program Agreement between the Benton-Franklin Counties Juvenile Justice Center and the Pasco School District be approved. The School/Juvenile Probation Liaison Program is a delinquency prevention and intervention program designed to provide research-based programs at Pasco High School. The amount of the Agreement is one-half to the Counties of employing the Probation Counselor; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners and the Board of Franklin County Commissioners accepts the attached Program Agreement; and

BE IT FURTHER RESOLVED, that the Chair of the Board of Benton County Commissioners, Benton County, Washington and the Chair of the Board of Franklin County Commissioners, Franklin County, Washington, are hereby authorized to sign, on behalf of their respective county, and the Boards concur with the Administrator's recommendation to award the School/Juvenile Probation Liaison Program Agreement between Benton-Franklin Counties Juvenile Justice Center and the Pasco School District to provide a probation counselor in Pasco High School for a consideration amount payable to the Counties not to exceed $48,480.00; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2021 and expires on June 30, 2022.

DATED this _____ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this _____ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-Pasco School District (PHS), 1-BFJJC

R. Garcia

JUDGES
Hon. Carrie L. Runge
Hon. Cameron Mitchell
Hon. Alexander C. Ekstrom
Hon. Jacqueline J. Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

Darryl Banks, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

JACQUELINE I. STAM
PAMELA E. PETERSON
DARIN R. CAMPBELL
Court Commissioners

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

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

RECITALS

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

B. The Counties and the District desire to continue the Program in accordance with the Goals and Objectives set forth in Exhibit A to this Agreement.

AGREEMENT

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

1. STATEMENT OF WORK

1.1 The parties agree that a description of the Statement of Work for this Agreement is set forth in Exhibit B to this Agreement, which is attached hereto and incorporated herein by reference.

1.2 The Counties agree to perform all work described in Exhibit B, Section 1 of this Agreement. The Counties further agree to furnish the necessary personnel, services, facilities, and supplies and otherwise do all things necessary or incidental to the performance of work set forth in Exhibit B, Section 1 of this Agreement.

1.3 The District agrees to perform all work described in Exhibit B, Section 2 of this Agreement. The District further agrees to furnish the necessary personnel, services, facilities, and supplies and otherwise do all things necessary or incidental to the performance of work set forth in Exhibit B, Section 2 of this Agreement.

1.4 The Counties and the District shall maintain all records that reflect all direct and indirect costs expended by each party in the performance of this Agreement. The Counties and the District shall maintain written documentation of services provided to all youth under this Program. Such records shall be maintained in a locked, confidential file at Pasco High School. These records shall be available at all reasonable times for inspection, review or audit by authorized personnel from the Counties, the Washington State Auditor, the District, the Benton County Auditor, and the Franklin County Auditor.

1.5 The work described herein shall be performed under the coordination of the BFJJC Administrator, or his/her administrative designee and Principal of Pasco High School, or his/her administrative designee for the District, or their successors.

2. COMPENSATION

2.1 The District agrees to pay the Counties Four Thousand Forty Dollars ($4,040.00) for each month of this Agreement, beginning July 2021, which amounts to a total of Forty-Eight Thousand Four Hundred Eighty Dollars ($48,480.00) for the term of this Agreement. The parties agree that this amount is one-half the cost to the Counties of employing the Probation Counselor described in Exhibit B, Section 1(a) of this Agreement.

2.2 The District agrees that it will process each monthly invoice from the Counties with its first payment cycle after receiving each invoice, and that it will remit payment to the Counties no later than thirty days from the date of receipt of each invoice.

3. TERM

The term of this Agreement shall begin **July 1, 2021** and will continue through **June 30, 2022**, unless terminated prior to that time by either party in accordance with Section 4 of this Agreement, below.

4. TERMINATION

4.1 The Counties may terminate this Agreement in whole or in part if the Counties determine, in their sole discretion, that such termination is in the best interest of the Counties. The Counties may terminate this Agreement under this paragraph by giving ten calendar days' written notice by certified mail to the District. The notice period shall begin upon mailing, unless otherwise specified in the notice. In this event, the District shall pay the Counties for all services performed by the Counties up to the effective date of the termination. Payment shall be made in accordance with the Compensation Section of this Agreement.

4.2 In the event that funding for this Program is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement, the Counties may summarily

terminate this Agreement notwithstanding any other termination provision in this Agreement by giving written notice by certified mail to the District, specifying the termination date. Termination under this paragraph shall be effective on the date specified in the written notice of termination.

4.3 If the District breaches any of its obligations hereunder, and fails to cure the breach within ten days after receiving written notice from the Counties to do so, the Counties may immediately terminate this Agreement by giving written notice by certified mail to the District. The District shall bear all costs and expenses incurred by the Counties in completing the work and all damages sustained by the Counties by reason of the District's breach.

5. COMPLIANCE WITH LAWS

The parties agree that all activity pursuant to this Agreement will be in accordance with all applicable federal, state, and local laws, rules, and regulations. It is the policy of the Counties that no person will be subjected to discrimination by the Counties or by their subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, veteran status, the presence of any disability, or any other protected status under the law. The District agrees to comply with that anti-discrimination policy.

6. INDEMNIFICATION

6.1 The District shall hold harmless, indemnify, and defend the Counties, their officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the District's acts, errors, or omissions in the performance of this Agreement. PROVIDED, that the District's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the Counties, their officers, officials, employees, or agents.

6.2 In any and all claims against the Counties, their officers, officials, employees, and/or agents by any employee of the District, its subcontractors, 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 6 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 District 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 District expressly waives any immunity the District might have had under such laws. By executing this Agreement, the District acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section 6 shall be incorporated, as relevant, into any contract the District makes with any subcontractor or agent performing work hereunder.

6.3 The District's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error,

or omission, or breach of any common law, statutory or other delegated duty by the District, the District's employees, agents, or subcontractors.

7. GOVERNING LAW; FORUM

The parties agree that this Agreement was made and delivered in the State of Washington and will be governed by the laws of the State of Washington without reference to its choice of law rules. The parties irrevocably consent to the exclusive jurisdiction and venue of the state courts located in Benton or Franklin County, Washington with respect to any dispute arising out of or in connection with this Agreement and agree not to commence or prosecute any action or proceeding arising out of or in connection with this Agreement other than in the aforementioned courts.

8. SEVERABILITY

The validity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Counties and the District agree to replace any invalid provision with a valid provision that most closely approximates the intent of the invalid provision.

9. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement, does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

10. SUCCESSORS AND ASSIGNS

Neither this Agreement nor any of the rights or obligations of either party arising under this Agreement may be assigned or delegated without the other party's prior written consent. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their successors and assigns.

11. NOTICES

Unless otherwise specifically provided in this Agreement, all notices and other communications under this Agreement must be in writing, and must be given by certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its principal place of business.

12. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Counties and the District. The parties expressly acknowledge and agree that, in entering into this Agreement, they have not relied upon any terms (whether written or oral) not included in this Agreement. This Agreement may be modified or amended only by written instrument executed by both parties.

Pasco School District	Benton Franklin Counties Juvenile Justice Center
4-26-2021	5-4-2021
Michelle Whitney **Superintendent** **Date**	**Darryl Banks** **Administrator** **Date**
BENTON COUNTY APPROVAL Approved as to Form: 04/30/21 Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

Exhibit A
Program Goals, Objectives, and Population Served

A. PROGRAM GOALS

Broad Overall Goal

The School/Juvenile Probation Liaison Program (the "Program") is a delinquency prevention and intervention program designed to provide research-based programs in the schools, including School-Based Aggression Replacement Training (ART) and Juvenile Probation in Schools. Youth who are at risk of suspension or expulsion due to behavior and youth who are on probation will be the recipients of these special curricula and services. The Program will be provided at Pasco High School.

Goal 1

The first goal of this Program is to incorporate strategies that are preventative and research-based into Pasco High School's curriculum, discipline, and safety plans. Those students who are identified as being at-risk for violence and delinquency will be eligible to participate in the Program. These students will be taught a variety of skills and processes that increase the likelihood of prosocial responses with peers, staff, family, and community. A decrease in disciplinary referrals, suspensions, and expulsions for youth that complete the Program is anticipated.

Goal 2

The second goal of this Program is to strengthen the cooperative and proactive efforts between schools, community, and families in providing safe schools and reducing delinquency. To accomplish this goal, community supervision services of motivational/strength-based case management, rehabilitation, treatment, and monitoring of court-ordered sanctions will be provided to students at Pasco High School and in the community in which these students reside, while reserving the Benton-Franklin Juvenile Justice Center ("BFJJC") for legal processing or prosecuting these students for delinquency.

B. PROGRAM OBJECTIVES

Objective 1

Prevention/Rehabilitation/Research Based Programs

A Probation Counselor employed by the Counties will teach, and a Certified Teacher employed by Pasco High School will co-facilitate, a minimum of 180 hours of curriculum by June 30, 2021. The content of the curriculum will consist of programs supported by research-based meta-analyses and/or literature reviews and individual studies. The following programs will make up the course curriculum for the 2021-2022 school year: School-Based Aggression Replacement Training (ART), 60 hours; Violence Prevention Skills, 15 hours; and Peer Mediation, 15 hours. Each class will enroll, optimally, 12 students; a minimum of one class will be provided per semester. A minimum of 24 students will participate in the program during the school year with

an anticipated 70% completion rate. Time sheets will verify the Probation Counselor and teacher's hours. The curriculum will be outlined in a syllabus. Student participation will be documented in the students' transcripts.

Objective 2

Student Selection/Target Audience

By August 2021 and January 2022, youth from the Pasco High School student body of freshman, sophomores, and juniors will be identified by authorized Pasco School District staff and the Probation Counselor as being at-risk for aggression and violence and appropriate for the Program. These students will be characterized as exhibiting aggressive or violent behaviors as documented in the Pasco High School disciplinary referral records. The Pasco High School Principal or his designee will work with the Probation Counselor to identify students for participation in the Program.

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Accountability for Curricula Outcomes

A measure of student proficiency will be that students attain a passing grade. Grades are determined by the following: student participation through daily role modeling (teacher's weekly observation logs), utilization of skill through homework (student handbook logs), and attendance (attendance records). The Probation Counselor will maintain a file of test forms and scores for each student. Student grades are recorded in student transcripts.

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During the 2021-2022 school year, a Probation Counselor will be located at Pasco High School a minimum of 30 hours a week, including at least one complete school day per week. The Probation Counselor will carry a caseload of students enrolled at Pasco High School who have been placed on court ordered community supervision--estimated at 100 (aggregate over the year) students. The Probation Counselor will be trained in School-Based Aggression Replacement Training (ART) and the Washington Association of Juvenile Court Administrators Risk Assessment (WAJCARA) by the first day of school. In addition, the Probation Counselor will teach a minimum of one class per day of curriculum consisting of ART, Violence Prevention Skills, and Peer Mediation.

The Probation Counselor will act as a liaison between Pasco High School and other BFJJC staff who work with Pasco High School students in other intervention and supervision programs including but not limited to Diversion, Truancy, Family Support Program, Chemical Dependency Disposition Alternative, Family Violence Intervention Project, Selective Aggressive Probation and the Chemical Dependency Disposition Alternative Program.

Objective 5

Administrative Resource for School Safety

The Probation Counselor will work with Pasco High School Administration to provide screening, assessment, and consultation regarding incoming students. The Probation Counselor will participate with Pasco High School staff in the interview of incoming students who present with school safety risk factors as requested by Pasco High School Administration.

C. POPULATION SERVED

In general, the Program is designed to serve two primary subgroups of youth: (1) students who are identified and referred by the school for delinquency prevention services; and (2) students who are currently on probation. These subgroups originate from a population of high school aged youth in the District.

The first project (classroom training) serves those youth who are characterized as at-risk for aggression and violence, and registered as 9th, 10th, or 11th graders for school year 2021-2022. Each semester a minimum of 12 youth from this subgroup will participate in a research-based curriculum. These students will learn prosocial skills, moral reasoning, anger management strategies, peer mediation, and violence prevention awareness. Program staff will be ready to begin providing the curriculum to identified youth within the first month that school is in session for the 2021-2022 school year. The Probation Counselor hired for this Program will receive training and support from BFJJC's Probation Department.

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A Probation Counselor employed by the BFJJC will be assigned to the Program and will be responsible for serving both populations. The BFJJC Administrator and the Pasco High School Principal will agree on the Probation Counselor who will be assigned to the Program. A part-time teacher will be hired by the District to assist the Probation Counselor to provide the delinquency prevention curriculum (Aggression Replacement Training, Gang Awareness and Refusal Skills, and Peer Mediation).

In the role of liaison between Pasco High School and BFJJC staff and programs, the Probation Counselor will have involvement with other Pasco High School students who are under the jurisdiction of the BFJJC and will be directly involved with the screening and interview of new students as determined necessary by Pasco High School Administration.

In addition to providing course curriculum, the Probation Counselor will be on campus a minimum of 30 hours per week and readily available to youth on probation for counseling, case management, family meetings and as liaison with school personnel.

EXHIBIT B
Statement of Work

BENTON COUNTY and **FRANKLIN COUNTY**, by and for the Benton-Franklin Counties Juvenile Justice Center ("BFJJC", collectively the "Counties"), and **Pasco School District** (the "District") as part of their School/Juvenile Probation Liaison Program Agreement, agree to the following respective responsibilities under that Agreement:

Section 1

BFJJC shall:

a) Assign a full-time Probation Counselor dedicated 40 hours per week to the Program. This Probation Counselor will be an employee of the Counties;

b) Provide training in Aggression Replacement Training for the Probation Counselor and Certified Teacher.

c) Provide supervision of and clerical support to the Probation Counselor;

d) Provide office, desk, telephone, and computer for the Probation Counselor;

e) Provide ongoing review, support, and education to the Probation Counselor, Certified Teacher, and Case Manager for skill in Aggression Replacement Training;

f) Train the Probation Counselor in the use of the Washington State Juvenile Court Case Management Assessment Process (CMAP), a validated risk assessment tool adopted by the Washington State Association of Juvenile Court Administrators;

g) Maintain Program and financial data and records as required by the Program and the District and according to BFJJC policies and procedures; and

h) Assign the Probation Counselor to the following:

- Use the CMAP as a pre and post test with youth who are assigned to the Probation Counselor's community supervision caseload;
- Participate in the District Personnel meetings and student staffings as requested by school administrators;
- Assist with interviews of incoming high school students who present with school safety risk factors as requested by Pasco High School Administration:
- Work with Pasco High Administration in the identification of youth for the Program curricula;
- Contact all youth identified for the Program curricula and hold informational meetings for the youth and the youth's parents regarding what will be taught, the

benefits of the Program, how the youth was selected, and what the parents can expect;

- Be available to participate as requested in various school/student meetings such as IEP, MDT, Expulsion, Discipline, Counseling and other mutually agreed upon activities such as Link Crews;

- Solicit community support through donated youth incentives;

- Provide direct community supervision services to all county Program youth on court-ordered community supervision who attend Pasco High School; and

- During school days, be on campus at identified District schools, except as necessary to participate in Program related activities or to attend required BFJJC meetings or court hearings.

Section 2

The District shall:

a) Assist in identifying students for the Program;

b) Participate in development of curriculum for the Program;

c) Hire a Certified Teacher for the Program who will be an employee of the District and whose responsibilities include the following:

- A minimum of five hours per week daily classroom instruction of identified curricula, including Aggression Replacement Training, Peer Mediation and Violence Prevention;

- Complete Certified Training programs in Aggression Replacement Training and Peer Mediation as scheduled by the District and BFJJC; and

- Be available for the following: Staff student cases with the Probation Counselor and Pasco High School staff on an as-needed basis; meet with students as needed to resolve Program-related issues; and contact parents of students.

d) Provide direction to Probation Counselor and Certified Teacher regarding curriculum, use of guest speakers, and community resources;

e) Provide input to BFJJC management regarding work performance of Program staff;

f) Provide office space, classroom, and equipment for Program personnel; and

g) Maintain Program and financial data and records as required by the Program and BFJJC and according to the District policies and procedures.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 05/18/21 BC 06/08/21
Subject:	Probation Liaison Program Agreement at Chiawana High School
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

The Chiawana High School/Probation Liaison Project places a probation counselor at Chiawana High School to teach Aggression Replacement Training and to work with those youth at the school that are on probation, and has been in place since 2000. Since the 2005 2006 school year the Pasco School District has agreed to compensate the Counties for the contract.

The Pasco School District would like to continue the program for the period beginning on July 1, 2021 and ending on June 30, 2022.

Fiscal Impact

Pasco School District has agreed to compensate the Counties for a maximum amount not to exceed $48,480.00, which is one-half the cost to the Counties of employing a Probation Counselor.

The Fee For Service is included in the Juvenile Justice Dept. 173 Budget. No supplement required.

Recommendation

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

Suggested Motion

Approve as part of consent agenda.

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 EXECUTION OF A SCHOOL/JUVENILE PROBATION LIAISON PROGRAM AGREEMENT BETWEEN BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND THE PASCO SCHOOL DISTRICT TO PROVIDE A PROBATION COUNSELOR IN CHIAWANA HIGH SCHOOL

WHEREAS, Darryl Banks, Administrator of Benton-Franklin Counties Juvenile Justice Center, believes it is in the best interest of the Juvenile Justice Center that the proposed School/Juvenile Liaison Program Agreement between the Benton-Franklin Counties Juvenile Justice Center and the Pasco School District be approved. The School/Juvenile Probation Liaison Program is a delinquency prevention and intervention program designed to provide research-based programs at Chiawana High School. The amount of the Agreement is one-half to the Counties of employing the Probation Counselor; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners and the Board of Franklin County Commissioners accepts the attached Program Agreement; and

BE IT FURTHER RESOLVED, that the Chair of the Board of Benton County Commissioners, Benton County, Washington and the Chair of the Board of Franklin County Commissioners, Franklin County, Washington, are hereby authorized to sign, on behalf of their respective county, and the Boards concur with the Administrator's recommendation to award the School/Juvenile Probation Liaison Program Agreement between Benton-Franklin Counties Juvenile Justice Center and the Pasco School District to provide a probation counselor in Chiawana High School for a consideration amount payable to the Counties not to exceed $48,480.00; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2021 and expires on June 30, 2022.

DATED this _____ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this _____ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-Pasco School District (CHS), 1-Juvenile

R. Garcia

JUDGES
Hon. Carrie L. Runge
Hon. Cameron Mitchell
Hon. Alexander C. Ekstrom
Hon. Jacqueline J. Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen

BENTON-FRANKLIN COUNTIES
JUVENILE JUSTICE CENTER

Darryl Banks, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

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

JACQUELINE I. STAM
PAMELA E. PETERSON
DARIN R. CAMPBELL
Court Commissioners

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

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

RECITALS

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

B. The Counties and the District desire to continue the Program in accordance with the Goals and Objectives set forth in Exhibit A to this Agreement.

AGREEMENT

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

1. STATEMENT OF WORK

1.1 The parties agree that a description of the Statement of Work for this Agreement is set forth in Exhibit B to this Agreement, which is attached hereto and incorporated herein by reference.

1.2 The Counties agree to perform all work described in Exhibit B, Section 1 of this Agreement. The Counties further agree to furnish the necessary personnel, services, facilities, and supplies and otherwise do all things necessary or incidental to the performance of work set forth in Exhibit B, Section 1 of this Agreement.

1.3 The District agrees to perform all work described in Exhibit B, Section 2 of this Agreement. The District further agrees to furnish the necessary personnel, services, facilities, and supplies and otherwise do all things necessary or incidental to the performance of work set forth in Exhibit B, Section 2 of this Agreement.

1.4 The Counties and the District shall maintain all records that reflect all direct and indirect costs expended by each party in the performance of this Agreement. The Counties and the District shall maintain written documentation of services provided to all youth under this Program. Such records shall be maintained in a locked, confidential file at Chiawana High School. These records shall be available at all reasonable times for inspection, review or audit by authorized personnel from the Counties, the Washington State Auditor, the District, the Benton County Auditor, and the Franklin County Auditor.

1.5 The work described herein shall be performed under the coordination of the BFJJC Administrator, or his/her administrative designee and Principal of Chiawana High School, or his/her administrative designee for the District, or their successors.

2. COMPENSATION

2.1 The District agrees to pay the Counties Four Thousand Forty Dollars ($4,040.00) for each month of this Agreement, beginning July 2021, which amounts to a total of Forty-Eight Thousand Four Hundred Eighty Dollars ($48,480.00) for the term of this Agreement. The parties agree that this amount is one-half the cost to the Counties of employing the Probation Counselor described in Exhibit B, Section 1(a) of this Agreement.

2.2 The District agrees that it will process each monthly invoice from the Counties with its first payment cycle after receiving each invoice, and that it will remit payment to the Counties no later than thirty days from the date of receipt of each invoice.

3. TERM

The term of this Agreement shall begin **July 1, 2021** and will continue through **June 30, 2022**, unless terminated prior to that time by either party in accordance with Section 4 of this Agreement, below.

4. TERMINATION

4.1 The Counties may terminate this Agreement in whole or in part if the Counties determine, in their sole discretion, that such termination is in the best interest of the Counties. The Counties may terminate this Agreement under this paragraph by giving ten calendar days' written notice by certified mail to the District. The notice period shall begin upon mailing, unless otherwise specified in the notice. In this event, the District shall pay the Counties for all services performed by the Counties up to the effective date of the termination. Payment shall be made in accordance with the Compensation Section of this Agreement.

4.2 In the event that funding for this Program is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement, the Counties may summarily

terminate this Agreement notwithstanding any other termination provision in this Agreement by giving written notice by certified mail to the District, specifying the termination date. Termination under this paragraph shall be effective on the date specified in the written notice of termination.

4.3 If the District breaches any of its obligations hereunder, and fails to cure the breach within ten days after receiving written notice from the Counties to do so, the Counties may immediately terminate this Agreement by giving written notice by certified mail to the District. The District shall bear all costs and expenses incurred by the Counties in completing the work and all damages sustained by the Counties by reason of the District's breach.

5. COMPLIANCE WITH LAWS

The parties agree that all activity pursuant to this Agreement will be in accordance with all applicable federal, state, and local laws, rules, and regulations. It is the policy of the Counties that no person will be subjected to discrimination by the Counties or by their subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, veteran status, the presence of any disability, or any other protected status under the law. The District agrees to comply with that anti-discrimination policy.

6. INDEMNIFICATION

6.1 The District shall hold harmless, indemnify, and defend the Counties, their officers, officials, employees, and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the District's acts, errors, or omissions in the performance of this Agreement. PROVIDED, that the District's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the Counties, their officers, officials, employees, or agents.

6.2 In any and all claims against the Counties, their officers, officials, employees, and/or agents by any employee of the District, its subcontractors, 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 6 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 District 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 District expressly waives any immunity the District might have had under such laws. By executing this Agreement, the District acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section 6 shall be incorporated, as relevant, into any contract the District makes with any subcontractor or agent performing work hereunder.

6.3 The District's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error,

or omission, or breach of any common law, statutory or other delegated duty by the District, the District's employees, agents, or subcontractors.

7. GOVERNING LAW; FORUM

The parties agree that this Agreement was made and delivered in the State of Washington and will be governed by the laws of the State of Washington without reference to its choice of law rules. The parties irrevocably consent to the exclusive jurisdiction and venue of the state courts located in Benton or Franklin County, Washington with respect to any dispute arising out of or in connection with this Agreement and agree not to commence or prosecute any action or proceeding arising out of or in connection with this Agreement other than in the aforementioned courts.

8. SEVERABILITY

The validity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Counties and the District agree to replace any invalid provision with a valid provision that most closely approximates the intent of the invalid provision.

9. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement, does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

10. SUCCESSORS AND ASSIGNS

Neither this Agreement nor any of the rights or obligations of either party arising under this Agreement may be assigned or delegated without the other party's prior written consent. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their successors and assigns.

11. NOTICES

Unless otherwise specifically provided in this Agreement, all notices and other communications under this Agreement must be in writing, and must be given by certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its principal place of business.

12. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Counties and the District. The parties expressly acknowledge and agree that, in entering into this Agreement, they have not relied upon any terms (whether written or oral) not included in this Agreement. This Agreement may be modified or amended only by written instrument executed by both parties.

Pasco School District	Benton Franklin Counties Juvenile Justice Center
4.26.21 **Michelle Whitney** Date **Superintendent**	5-4-202 **Darryl Banks** Date **Administrator**
BENTON COUNTY APPROVAL Approved as to Form: 04/30/21 Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: _____ Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____ Attest: Clerk of the Board: _____

Exhibit A
Program Goals, Objectives, and Population Served

A. PROGRAM GOALS

Broad Overall Goal

The School/Juvenile Probation Liaison Program (the "Program") is a delinquency prevention and intervention program designed to provide research-based programs in the schools, including School-Based Aggression Replacement Training (ART) and Juvenile Probation in Schools. Youth who are at risk of suspension or expulsion due to behavior and youth who are on probation will be the recipients of these special curricula and services. The Program will be provided at Chiawana High School.

Goal 1

The first goal of this Program is to incorporate strategies that are preventative and research-based into Chiawana High School's curriculum, discipline, and safety plans. Those students who are identified as being at-risk for violence and delinquency will be eligible to participate in the Program. These students will be taught a variety of skills and processes that increase the likelihood of prosocial responses with peers, staff, family, and community. A decrease in disciplinary referrals, suspensions, and expulsions for youth that complete the Program is anticipated.

Goal 2

The second goal of this Program is to strengthen the cooperative and proactive efforts between schools, community, and families in providing safe schools and reducing delinquency. To accomplish this goal, community supervision services of motivational/strength-based case management, rehabilitation, treatment, and monitoring of court-ordered sanctions will be provided to students at Chiawana High School and in the community in which these students reside, while reserving the Benton-Franklin Juvenile Justice Center ("BFJJC") for legal processing or prosecuting these students for delinquency.

B. PROGRAM OBJECTIVES

Objective 1

Prevention/Rehabilitation/Research Based Programs

A Probation Counselor employed by the Counties will teach, and a Certified Teacher employed by Chiawana High School will co-facilitate, a minimum of 180 hours of curriculum by June 30, 2021. The content of the curriculum will consist of programs supported by research-based meta-analyses and/or literature reviews and individual studies. The following programs will make up the course curriculum for the 2021-2022 school year: School-Based Aggression Replacement Training (ART), 60 hours; Violence Prevention Skills, 15 hours; and Peer Mediation, 15 hours. Each class will enroll, optimally, 12 students; a minimum of one class will be provided per

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In the role of liaison between Chiawana High School and BFJJC staff and programs, the Probation Counselor will have involvement with other Chiawana High School students who are under the jurisdiction of the BFJJC and will be directly involved with the screening and interview of new students as determined necessary by Chiawana High School Administration.

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a) Assign a full-time Probation Counselor dedicated 40 hours per week to the Program. This Probation Counselor will be an employee of the Counties;

b) Provide training in Aggression Replacement Training for the Probation Counselor and Certified Teacher.

c) Provide supervision of and clerical support to the Probation Counselor;

d) Provide office, desk, telephone, and computer for the Probation Counselor;

e) Provide ongoing review, support, and education to the Probation Counselor, Certified Teacher, and Case Manager for skill in Aggression Replacement Training;

f) Train the Probation Counselor in the use of the Washington State Juvenile Court Case Management Assessment Process (CMAP), a validated risk assessment tool adopted by the Washington State Association of Juvenile Court Administrators;

g) Maintain Program and financial data and records as required by the Program and the District and according to BFJJC policies and procedures; and

h) Assign the Probation Counselor to the following:

- Use the CMAP as a pre and post test with youth who are assigned to the Probation Counselor's community supervision caseload;
- Participate in the District Personnel meetings and student staffings as requested by school administrators;
- Assist with interviews of incoming high school students who present with school safety risk factors as requested by Chiawana High School Administration:
- Work with Pasco High Administration in the identification of youth for the Program curricula;
- Contact all youth identified for the Program curricula and hold informational meetings for the youth and the youth's parents regarding what will be taught, the

benefits of the Program, how the youth was selected, and what the parents can expect;

- Be available to participate as requested in various school/student meetings such as IEP, MDT, Expulsion, Discipline, Counseling and other mutually agreed upon activities such as Link Crews;

- Solicit community support through donated youth incentives;

- Provide direct community supervision services to all county Program youth on court-ordered community supervision who attend Chiawana High School; and

- During school days, be on campus at identified District schools, except as necessary to participate in Program related activities or to attend required BFJJC meetings or court hearings.

Section 2

The District shall:

a) Assist in identifying students for the Program;

b) Participate in development of curriculum for the Program;

c) Hire a Certified Teacher for the Program who will be an employee of the District and whose responsibilities include the following:

- A minimum of five hours per week daily classroom instruction of identified curricula, including Aggression Replacement Training, Peer Mediation and Violence Prevention;

- Complete Certified Training programs in Aggression Replacement Training and Peer Mediation as scheduled by the District and BFJJC; and

- Be available for the following: Staff student cases with the Probation Counselor and Chiawana High School staff on an as-needed basis; meet with students as needed to resolve Program-related issues; and contact parents of students.

d) Provide direction to Probation Counselor and Certified Teacher regarding curriculum, use of guest speakers, and community resources;

e) Provide input to BFJJC management regarding work performance of Program staff;

f) Provide office space, classroom, and equipment for Program personnel; and

g) Maintain Program and financial data and records as required by the Program and BFJJC and according to the District policies and procedures.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	06/08/21
Subject:	Award of public defense investigation contract to investigator Shawnna Morris
Presenter:	N/A
Prepared By:	Denise Gerry
Reviewed By:	Eric Hsu

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County is legally obligated to provide investigative services to support public defense public defense criminal cases in Benton County District and Superior Courts ("Services").

Because of caseload needs, OPD is needing to award one or more additional contracts to provide Services.

Shawnna Morris ("Investigator") is qualified to provide Services and interested in contracting with Benton County do so. The proposed contract and resolution effectuate a contract with Investigator for the provision of such Services on the terms contained therein, for the period from 05/24/21 to 12/31/22 at the rate of $60 per Hour (plus other allowable fees, premiums, and reimbursements as stated).

Fiscal Impact

None beyond budgeted.

Recommendation

Execute contract with investigator Shawnna Morris for public defense investigation services in Benton County District and Superior Court. Approve associated resolution as presented.

Suggested Motion

N/A – Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AWARDING A PUBLIC DEFENSE INVESTIGATION CONTRACT WITH PRIVATE INVESTIGATOR SHAWNNA MORRIS TO PROVIDE PUBLIC DEFENSE INVESTIGATION SERVICES IN BENTON COUNTY DISTRICT AND SUPERIOR COURTS FOR CRIMINAL CASES

WHEREAS, Benton County ("County") is obligated by law to provide investigative services to support indigent defense services in Benton County District and Superior Court for criminal cases ("Services"); and

WHEREAS, because of caseload needs, it is necessary for County to award an additional public defense investigation contract at this time to provide Services; and

WHEREAS, private investigator Shawnna Morris is qualified to provide Services and interested in entering into a contract with County for such Services; and

WHEREAS, a proposed public defense investigator contract with investigator Shawnna Morris for Services is presented for execution by the Board of Commissioners; **NOW, THEREFORE**

BE IT RESOLVED that the proposed public defense investigation contract with investigator Shawnna Morris, to provide public defense investigation services in Benton County District and Superior Courts for criminal cases, for the time period from 05/24/21 to 12/31/22 for compensation not to exceed $60 per hour, plus other allowable expenses, premiums, and fees as detailed, is hereby approved and executed on behalf of Benton County.

Dated this _____ day of _____ 20 _____

_____
Chairman of the Board

_____
Member

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

Attest: _____
Clerk of the Board

cc: Originals – OPD, Shawnna Morris E. Hsu
Copy – Auditor, S Godinez

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE INVESTIGATIVE SERVICES FOR INDIGENT PERSONS CHARGED WITH CRIMES IN BENTON COUNTY DISTRICT AND SUPERIOR COURTS BCINV2122SM001-INV

CONTRACT SUMMARY			
Contract Type	**Investigator**		
Contract Number	**BCINV2122SM001-INV**	**Contract Holder**	**Shawnna Morris**
License #	**4828**	**Effective Dates**	**May 24, 2021 – December 31, 2022**
Compensation	**$60 per hour base** **See Exhibit "B" for other itemized rates**		
Compensation Payable To:	**Harrington Investigations, P.C.**		

THIS AGREEMENT is entered into by and between **Shawnna Morris,** Washington State Investigator's License **#4828** ("Investigator") dba Harrington Investigations, and **BENTON COUNTY,** a Washington political subdivision ("County"), for and on behalf of the Benton County Superior Court and Benton County District Court ("Courts").

THIS AGREEMENT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS AND CIRCUMSTANCES:

A. The County has the legal responsibility to provide investigative services to support the publicly-provided legal defense of indigent persons charged with criminal offenses alleged to have been committed within the jurisdictional boundaries of the County.

B. Investigator is licensed in the state of Washington to engage in the business of providing private investigative services, has direct experience in investigating cases involving persons charged with criminal offenses, and desires to contract with the County to provide such services to indigent persons subject to criminal charges in the State and local Courts of County.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the County and Investigator hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall be deemed effective for all purposes as of **May 24, 2021**, and shall continue thereafter through and including **December 31, 2022**, unless earlier terminated pursuant to the applicable terms and provisions of this Agreement.

2. **INVESTIGATOR'S OFFICE LOCATION.**

a. Investigator presently and regularly maintains an office adequate and appropriate for the business of providing private investigative services at **4204 W 32nd Ave, Kennewick, WA 99337.** Investigator's current local office telephone and fax numbers are **509-378-1337** and **no fax number** respectively; and Investigator's current office/work e-mail address is **shawnnamorris@outlook.com. This is and shall be the official email for Investigator (until changed as provided by the terms of this Agreement) to receive any and all communications from County and County's Office of Public Defense, including, but not limited to the following:**

a) Case assignments and related matters

b) Contract compliance notifications and reminders

c) Official contract related notices

b. Throughout the entire term of this Agreement, Investigator shall continue to maintain such an office, such telephone and fax numbers, and such e-mail address; provided that, however, Investigator may relocate Investigator's office to another location within the greater Tri-Cities, Washington, area and/or Investigator may change Investigator's telephone/fax number to another greater Tri-Cities-area local telephone/fax number, and/or Investigator may change Investigator's e-mail address, provided that Investigator must provide immediate written notice of such change(s) to the Benton County Public Defense Manager ("PDM").

c. The County prefers that Investigator locate and maintain Investigator's office in a commercial/professional building. However, regardless of the location Investigator decides to maintain his/her office, the office must be capable of accommodating confidential face-to-face meetings between Investigator and persons whom Investigator is assigned to assist under this Agreement, must be capable of regularly receiving mail, and must have adequate telephone service to facilitate and ensure prompt response to contact with or from such persons Investigator is assigned to assist hereunder.

3. **INVESTIGATOR'S QUALIFICATIONS.** Investigator acknowledges and agrees that the County has an obligation to provide competent and effective legal defense services to indigent persons subject to criminal proceedings in the Courts. Investigator shall perform all services hereunder in strict accordance with the usual skills and professional ethical standards exercised by investigators engaged in providing investigative services for persons accused of crimes in the state of Washington. Investigator acknowledges and agrees that Investigator has a fundamental duty and responsibility to effectively promote and protect the best interests and rights of all persons whom Investigator is assigned to assist under this Agreement.

a. As of the date of this Agreement, Investigator represents and warrants that Investigator is unconditionally licensed to provide private investigative services either as a "Private Investigator" (RCW 18.165.010(11), or as a "Private Investigator Agency" (RCW 18.165.010(12)) within the state of Washington; has had at least one (1) year of direct experience in providing investigation services in criminal defense or criminal prosecution matters; has not been a party to an agreement to provide criminal defense-related investigative services that was terminated due to Investigator's conduct, errors, or omissions; has not been censured, admonished, or otherwise formally disciplined for past conduct or behavior as an investigator that would negatively reflect on Investigator's duty and ability to effectively and competently render services hereunder; and does not have any complaints or lawsuits filed and/or pending against him/her relating to, or arising from, Investigator's past conduct or behavior as an investigator. **If Investigator is not licensed as a Private investigator Agency as defined in RCW 18.165.010(12), then Investigator shall be employed by a Private Investigator Agency, licensed and in good standing in the State of Washington, and a principal from said Private Investigator Agency shall execute the certificate on the signature page of this Agreement, confirming such employment and supervision, and ratifying this Agreement on behalf of the Agency.**

(i) This Agreement will be subject to review and, if applicable and/or necessary, further action pursuant to paragraph 12 below in the event that Investigator's license to provide investigative services in Washington is revoked or otherwise limited or restricted in any manner.

(ii) Investigator shall notify the County and the PDM within three (3) business days if any event specified in paragraph 3.a.(i) above occurs.

b. To comply with the provisions of RCW 72.05.440, WAC 388-700-0010, and RCW 13.40.570, Investigator acknowledges and agrees that the County may conduct criminal history background check(s) on Investigator. Investigator acknowledges and agrees that this Agreement shall be deemed immediately and automatically terminated upon the County receiving a non-complying or otherwise unsatisfactory criminal history background check report.

c. During each calendar year of the term of this Agreement Investigator shall be required to pursue and participate in such training, education, and/or other applicable actions required to maintain Investigator's license to provide investigative services within Washington in full force and effect; and Investigator shall provide the PDM with written proof and confirmation that such requirements have been met no later than December 31st of each calendar year.

d. Investigator represents and warrants that, throughout the entire term of this Agreement, Investigator's client caseload on matters outside of this Agreement; Investigator's schedule; and Investigator's office resources, equipment, and support staff; will allow Investigator to competently undertake and

effectively perform all services required under this Agreement. Investigator represents and warrants that Investigator's client caseload and schedule outside this Agreement will not interfere with Investigator's ability to timely and efficiently perform services under this Agreement.

4. **OTHER INVESTIGATIVE SERVICES AGREEMENTS.** On or about the date of this Agreement, the County contemplates entering into separate and independent investigative services agreements with other licensed investigators to provide investigative services to persons accused of crimes in the Courts. Investigator agrees to fully cooperate and coordinate with such other investigators, the Courts, and the PDM to establish a process to effectuate the efficient and equitable distribution of clients and cases requiring investigative services. The PDM shall have the inherent discretion and authority to monitor and control (and reasonably modify/change) such process.

5. **CASE ASSIGNMENTS.** During the term of this Agreement, Investigator agrees to and shall accept assignments from the PDM to provide investigative services for indigent persons (regardless of their race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation) on any matter in the Courts in which publicly-provided legal defense services are furnished or required by law. For each case assigned hereunder, Investigator shall provide investigative services as further described in **"Exhibit A"** to this Agreement. Specifically, Investigator shall provide criminal defense investigative services of the same quality as Investigator provides to private clients.

Optional: Investigator may accept subpoena-service assignments by public defenders employed or contracted with the Benton County Office of Public Defense at the rate stated in Exhibit B and on the terms contained in Section if Investigator initials the following, indicating availability to serve subpoenas:

Investigator is (*please select one – if none selected, then defaults to "not available to serve subpoenas")*:	
Available to serve subpoenas Initial SKM_____	NOT available to serve subpoenas Initial SKM_____

Investigator shall not accept assignments in any other manner than as described in this section. Specifically, Investigator shall not accept "public defense" or "appointed" case assignments directly from public defense attorneys, as the public defense attorneys have no authority whatsoever to directly assign or appoint an investigator to any case.

a. Individual case assignments for cases other than Class A felonies, persistent offender cases, or homicide cases, shall be made by the PDM utilizing the following procedure:

(i) Upon determining that a case needs an investigator assigned, the public defense attorney of record will contact the PDM, request an investigator, advise of the nature of the investigation, and request a particular investigative cost expenditure limit. The public defense attorney of record may also make a specific request for a particular investigator to be assigned.

(ii) Upon approval of the request for an investigator, if a specific request for a particular investigator has been made, then absent a conflict of interest or inability of that investigator to accept the appointment for any other reason (including vacation or other plans or workload issues) then the PDM will honor the request and assign the requested investigator.

(iii) Upon approval of the request for an investigator, if a specific request for a particular investigator has not been made, the PDM will assign an investigator in his absolute and sole discretion, taking into consideration considerations including, but not limited to, workload equality, investigator skill, case complexity, investigator availability, economies of scale and efficiency.

b. Once an investigator has been assigned to a case, the PDM will provide written notice of the assignment to both the investigator and the public defense attorney of record. Investigator shall not commence any work until written notice of assignment has been received. Such written notice will contain an expenditure limit which shall constitute the maximum compensation and cost reimbursement payable to Investigator on the particular case unless additional expenditures are requested as provided in paragraph 9(d)(iv).

c. Individual case assignments for Class A felonies, persistent offender cases, and homicide cases, shall be made by the PDM in consultation with the public defense attorney of record.

d. Individual subpoena service assignments or "stand-alone" subpoena service (i.e., service of subpoenas separate from investigative services on a case) will be made by the PDM utilizing the following procedure:

(i) Upon determining that subpoenas need to be served, the public defense attorney of record will contact the PDM and request approval to serve such subpoenas.

(ii) Upon approval of the request, the PDM will assign the service of the subpoenas to a server from a list of approved subpoena servers on a rotating basis. **Investigator may elect not to be on this list. As stated above, this Agreement does not obligate Investigator to accept "stand-alone" subpoena service assignments.**

(iii) Once the subpoena service has been assigned to a particular investigator, both the investigator and the public defense attorney of record will receive written notification of the assignment from the PDM, which notice shall constitute authorization for the investigator to proceed.

e. Service of subpoenas in conjunction with an assigned investigation does not need prior approval or authorization. However, compensation is limited to the amount stated in Exhibit B to this Agreement.

f. In any case when Investigator has been assigned to a matter of any sort as provided herein, unless expressly excused by the public defense attorney of record, Investigator shall notify the PDM and decline the assignment if Investigator is unable, for any reason, to commence work on the case (which shall mean, at a minimum, meeting with the public defense attorney of record for a case briefing and reviewing discovery as necessary) within 72 hours of the assignment, not including weekends and official holidays recognized by the State of Washington.

6. **CONTINUED SERVICES.**

a. Investigator shall have a duty to timely and fully complete all cases assigned to Investigator under this Agreement. Without limitation in that regard, Investigator shall continue to provide investigative services for those persons whom Investigator was assigned to assist and whose case was not concluded prior to the effective date of termination of this Agreement for up to ninety (90) days following the effective date of termination. Investigator's obligation to continue providing post-termination services shall not in any way entitle Investigator to receive any additional compensation beyond the maximum investigative cost expenditure limit expressly specified in the written notice from the PDM authorizing Investigator's assignment to the case.

b. Investigator will be assigned to no new cases under this Agreement during the thirty (30) day period prior to its expiration date specified in paragraph 1 above if Investigator provides written notice to the County at least sixty (60) days prior to such termination date of Investigator's desire and intent to not pursue contracting with the County again to provide investigative services in the Courts after such expiration date. Investigator may belatedly provide such written notice at any time within said sixty (60) day time period, but the assignment of new cases to Investigator will not stop until thirty (30) days after the date such notice has been received by the County.

7. **CLIENT ELIGIBILITY.** The Courts (or their designee), consistent with applicable laws, rules and standards, shall determine the eligibility of any particular person for assistance by Investigator under this Agreement. Investigator is under no obligation to determine a person's eligibility or continuing eligibility to receive publicly-provided assistance. However, if Investigator is assigned to provide services to a person and subsequently discovers that such person may not be eligible to receive publicly-

provided assistance under applicable laws, rules and standards, Investigator, if able to do so within the bounds of ethical rules and professional standards applicable to investigators, shall promptly provide the public defense attorney(s) representing the person with such information.

8. **CONFLICTS.** Notwithstanding any other terms or provisions contained in this Agreement to the contrary, Investigator shall not be required to accept, and Investigator shall decline to accept, an assignment under this Agreement if the particular assignment would create a true and bona fide conflict of interest for Investigator or would otherwise cause or constitute an actual violation of any generally recognized ethical or professional standards common and applicable to investigators in the state of Washington. Furthermore, in the event a true and bona fide conflict of interest arises subsequent to Investigator receiving an assignment under this Agreement (or in the event Investigator's continued involvement in a pending assigned case would cause or constitute an actual violation of any such ethical or professional standards), Investigator shall immediately make the public defense attorney(s) representing the affected indigent person aware of such development for purposes of the attorney(s) taking immediate action to pursue the assignment of another investigator.

9. **COMPENSATION AND REIMBURSEMENT.**

a. As full and exclusive compensation for Investigator's performance and rendering of independent professional investigative services hereunder, Investigator shall be compensated as provided in Exhibit B.

b. Payment of such compensation is based on time expended on the case by Investigator only. Time expended by other persons (including, without limitation, Investigator's support staff or associate investigators) on a case at Investigator's request or direction shall be part of Investigator's business overhead and shall not be billable to the County.

c. Investigator acknowledges and agrees that Investigator shall not be entitled to claim or receive any reimbursement/payment from the County for any business or office-related overhead costs or expenses incurred by Investigator during the course of rendering services under this Agreement (including, without limitation, costs and expenses associated with Investigator's office, office staff, office equipment/facilities, and/or other office-related resources). The County recognizes, however, that in certain circumstances the need may arise for Investigator to incur certain types of out-of-pocket expenses directly related to an indigent person's case such as costs of out-of-area travel, meals and lodging.

(i) Investigator shall be entitled to receive reimbursement for the actual cost of such out-of-pocket expenditures provided that, however, Investigator shall not incur any such expense nor shall Investigator be entitled to be reimbursed for any such expense unless such expense has been pre-approved as necessary and reasonable by the PDM in accordance with applicable rules, procedures, and standards. Such

authorization shall state and provide a specific dollar amount for the requested and authorized expenditure; provided that, in the event it is not reasonably possible to state and provide a specific dollar amount for a particular requested expenditure, such authorization may nevertheless provide approval for the expenditure but shall establish and set forth a maximum dollar expenditure amount. In regard to any reimbursement to Investigator for any approved expenditures and costs pertaining to case-related out-of-area travel, meals, and lodging, any reimbursement to Investigator for such expenditures and costs shall not exceed the amounts that are set forth in the Federal General Services Administration ("GSA") reimbursement schedule existing for the locality (if applicable) and period of time when the costs are accrued.

(ii) Without limiting or expanding the preceding provisions of this paragraph 9, Investigator shall be reimbursed only for Investigator's vehicle mileage outside of the Tri-Cities (i.e., outside of the city limits of the Cities of Kennewick, Richland, West Richland and Pasco) accrued while directly engaged in investigations under this Agreement. The rate of such reimbursement shall be equivalent to the rate published by the GSA for the locality (if applicable) and period of time when the mileage is accrued. Such vehicle mileage shall be reimbursed only one time to Investigator, and Investigator shall not attempt to seek duplicative or excessive reimbursement for mileage accrued while simultaneously rendering services on more than one case (e.g., if Investigator accrues 10 miles to travel to a particular location to interview witnesses involved in two separate cases assigned to Investigator hereunder, Investigator shall only be reimbursed for that 10 miles, and not for 20 miles by attempting to claim reimbursement of 10 miles for each case). For such reimbursable case assignment travel, mileage shall be calculated beginning from the Benton County Justice Center in Kennewick to the location where the investigative services are actually rendered (e.g., witness's residence) utilizing and based on the most direct route over public roadways.

d. As a precondition to Investigator being paid the above-mentioned compensation and reimbursements for costs and expenses hereunder, Investigator shall submit a "Claim for Compensation" in such form as is prescribed by the PDM, including with such submission an invoice that descriptively sets forth and details the total number of hours (documented and stated in one-tenth ($1/10^{th}$) hour intervals) expended by Investigator on the case and that further describes and details the particular actions taken by Investigator on such case that correspond to such expended and billed hours including the date when such actions were taken (exercising appropriate discretion to protect client confidentiality given that such documents are matters of public record unless sealed by the court at the request of the defense attorney representing the client).

(i) Investigator's administrative time expended to prepare, submit, and process Claims for Compensation shall not be billable to the County.

(ii) All Claims for Compensation under this Agreement may be subject to the PDM's review and approval for payment.

(iii) Investigator shall timely submit such Claims for Compensation within sixty (60) days of the date on which Investigator expended time for which compensation is sought, and the County shall have the right to deny payment of any Claim for Compensation that is not timely and properly submitted within said requisite sixty (60) day period or that is not properly itemized and billed in 1/10 hour intervals as required herein.

(iv) The cumulative sum of compensation and reimbursements being claimed shall be limited to the unclaimed expenditure limit stated in the written notice of assignment unless authorization for additional expenditure is requested and granted **prior to** providing the additional services that incur such additional expenditure. Such request for authorization for additional expenditure shall be in writing and shall be directed to the PDM by email to opdauthorizations@co.benton.wa.us or delivered to the PDM's office. Such a request shall contain the following information:

(a) The court case number and name,

(b) The initial expenditure limit,

(c) How much of the expenditure limit has been expended and whether it has been billed,

(d) What investigation has been completed,

(e) What investigation remains to be done, and

(f) The requested amount of the authorization for additional expenditure.

(v) Investigator should expect processing time for requests for authorization for additional expenditures of 2-3 business days. It is Investigator's responsibility to plan investigations and the submission of requests for authorization for additional expenditure in a manner that takes into account this anticipated processing lead time.

(vi) In situations of bona fide emergency, requests for authorization for additional expenditures may be submitted after additional services have been provided. However, the amount of services provided

shall be limited to that amount which is essential to address the emergency, and a request for authorization for additional expenditure shall be submitted within 2 business days detailing and specifically describing the circumstances of the emergency. For purposes of this paragraph, the term "emergency" shall be defined as any situation where critically necessary investigative work, beyond what has already been authorized, must be completed within such a short timeframe that it is not possible to obtain authorization from the PDM in advance and the inability to complete such investigative work is reasonably likely to prejudice the rights of the indigent defendant whose criminal case Investigator is assigned to provide investigative services for.

(vii) If Investigator or Investigator's staff wish to make billing inquiries, such inquiries shall be made by email directed to such email address as the PDM designates for such purpose. Investigator should expect such emailed inquiries to be responded to within 3 business days. Repeated telephone contact with the PDM or the PDM's staff, for the sole purpose of making billing inquiries, shall constitute a breach of this Agreement.

e. Claims for Compensation may be submitted throughout any given month. However, Claims for Compensation will only be processed twice each month: The first time on the business day immediately prior to the 15th day of the month and the second time on the business day immediately prior to the 30th day of the month ("Cutoff Day"). In order to facilitate the processing of claims during those two days of the month, Investigator shall, by 5:00 pm no less than two business days prior to each Cutoff Day, provide, via email to such email address as is designated by the PDM, a Billing Summary, which shall clearly and concisely set out the following as to each Claim for Compensation being submitted that the Investigator wants to be processed on the particular Cutoff Day: case name, case number, date submitted, and total amount claimed. Properly submitted Claims for Compensation that are also properly referenced and included in an appropriate and duly-submitted Billing Summary will be paid within 30 calendar days. Failure to provide a Billing Summary shall constitute cause to delay processing of a Claim for Compensation until a summary is received, and may result in a delay in excess of 30 days before the claim is paid. **All Claims for Compensation must be submitted electronically and sent to OPDClaims@co.benton.wa.us.**

f. The above-stated compensation to Investigator will immediately cease upon the termination of this Agreement on, or for any reason prior to, the termination date specified in paragraph 1 above. For example, if this Agreement is terminated effective May 31, 2022, the above referenced compensation to Investigator also would terminate as of such date, and Investigator would not be entitled to receive any further compensation from the County; provided that, Investigator would be entitled to receive any then-accrued and unpaid compensation for services rendered hereunder prior to such termination date; and

further provided that Investigator may be entitled to receive compensation for continuing post-termination services provided pursuant to paragraph 6.a. above.

10. **INDEMNIFICATIONS AND HOLD HARMLESS.** Investigator agrees to and shall fully indemnify the County and their elected/appointed representatives, officers, employees, and agents; and to hold the County and their elected/appointed representatives, officers, employees, and agents fully harmless; from and for any and all losses, damages, costs, charges, claims, demands, suits, or actions of whatsoever nature directly or indirectly arising out of or by reason of Investigator's (or any person, employee, agent, contractor, or entity acting for or on behalf of Investigator or at Investigator's request or direction) acts, defaults, errors and/or omissions of whatsoever nature in the performance of investigative services for any person under this Agreement. In the event any suit or legal proceeding is brought against the County or any of their elected/appointed representatives, officers, employees or agents at any time on account of or by reason of any such acts, defaults, errors and/or omissions, Investigator hereby covenants and agrees to assume the defense thereof (through counsel acceptable to the County) and to defend the same at Investigator's sole cost and expense and to pay any and all costs, charges, attorneys' fees, and other expenses as well as any and all judgments or awards that may be incurred by or entered against the County or any of its elected/appointed representatives, officers, employees or agents in such suits or other legal proceedings. Without limiting the intended broad scope and application of the indemnification and hold harmless provisions of this paragraph, for purposes of this paragraph, Investigator waives, with respect to the County only, any immunity that would otherwise be available to Investigator under the Industrial Insurance Act provisions of Title 51 RCW or any other similar workers/employee disability or benefit law. The indemnification and hold harmless provisions of this paragraph shall survive the termination or expiration of this Agreement.

11. **INSURANCE.**

a. Investigator shall obtain and maintain, at Investigator's sole cost and expense, a policy of Commercial General Liability insurance (including Endorsement Form CG2011 and Contractual Liability coverage) in the amount of not less than $1,000,000.00 per occurrence nor less than $2,000,000.00 in the aggregate during the policy term. Additionally, if Investigator is an employer, Investigator shall obtain and maintain, at Investigator's sole cost and expense, a policy of Statutory Workers Compensation and Employers Liability/Stop Gap insurance in the amount of not less than $1,000,000.00.

(i) The policy of Commercial General Liability insurance shall be written on an occurrence basis; shall name the County, the Courts, and the County's elected/appointed representatives, officers, employees and agents as additional insureds; shall be primary coverage for both defense and indemnity and non-contributory with any insurance coverage maintained by the County; and shall provide for waiver of subrogation rights as to the County.

(ii) The insurance policies required by this paragraph 11.a shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Investigator shall continuously maintain the insurance coverage required by this paragraph 11.a throughout the entire term of this Agreement and throughout any other longer time period during which Investigator is obligated to continue performing services and duties hereunder.

b. Investigator shall also obtain and maintain, at Investigator's sole cost and expense, a policy of professional liability or errors and omissions insurance suitable for Investigator's profession, in the amount of no less than $1,000,000.00 per claim nor less than $2,000,000.00 in the aggregate during the policy term and with a maximum deductible of not more than $10,000.00.

(i) Said policy shall include coverage as an additional insured for any other person(s) acting for or on behalf of Investigator in the performance of this Agreement; shall provide professional liability insurance coverage for any acts, errors and/or omissions by Investigator (and/or such additional insureds) during the course of performing services under this Agreement; shall require that the insurance company provide the County with no less than thirty (30) days prior written notice in the event the policy is cancelled or materially altered; shall comply with all applicable state of Washington insurance requirements; and shall be issued by an insurance company rated A- or better by A.M. Best authorized to conduct business and issue insurance in the state of Washington.

(iii) Investigator shall continuously maintain the professional liability insurance coverage required by this paragraph 11.b throughout the entire term of this Agreement, throughout any other longer time period during which Investigator is obligated to continue performing services and duties hereunder, and for a period of no less than thirty-six (36) consecutive months after Investigator has fully completed all services and duties required hereunder.

c. Contemporaneously with Investigator's execution of this Agreement, Investigator shall provide the County and their designated Risk Manager(s) with copies or certificates of the insurance policies and coverage (including any endorsements) required under this paragraph 11, and Investigator shall annually provide the Risk Manager(s) with the same type of documented proof and confirmation that such insurance policies and coverage continue to exist no later than thirty (30) days after the policies' annual renewal date(s).

12. **TERMINATION.**

a. In addition to any automatic termination provisions set forth in this Agreement, the County may elect to terminate this Agreement in the event Investigator fails for whatever reason to comply with any provision of this Agreement after giving Investigator ten (10) business days advance written notice to cure, which notice shall specify the reason(s) for the notice, the act(s) necessary to cure Investigator's failure(s), and the consequence (i.e., termination without further notice) if the failure(s) is/are not cured within the ten (10) day period. The County's right to terminate this Agreement in such regard shall be in addition to any other rights and remedies available to the County.

b. In addition to the foregoing provisions regarding termination, either Investigator or the County may elect to terminate this Agreement with or without cause or reason by providing the other party with ninety (90) days advance written notice of such election. Without limiting/waiving other provisions of this Agreement relating to Investigator's obligation and duty to accept and complete cases assigned to Investigator, Investigator shall not be assigned to any new cases during the last thirty (30) calendar days of said ninety (90) day notice period.

13. **INDEPENDENT CONTRACTOR.** Investigator fully understands, acknowledges, and agrees that Investigator shall not be an agent, representative, or employee of the County or the Courts for any type of purpose or situation whatsoever (including, without limitation, for purposes of any type of wage, hours/overtime, workers/industrial insurance compensation, unemployment, fair labor, and/or employee benefit/leave laws, disability act coverage or rules, and/or regulations) and that Investigator, as of the date of this Agreement and throughout its entire term, is and will always be acting and operating as a fully independent contractor. In that regard, strictly subject to Investigator's duties, responsibilities and obligations imposed under this Agreement, Investigator shall have sole and absolute discretion using Investigator's best professional judgment to determine the manner and means of providing the investigative services required under this Agreement; and neither the County, the PDM, nor the Courts shall have any authority or duty to directly control the actual performance of Investigator's services hereunder.

14. **NON-ASSIGNMENT; MILITARY LEAVE.** Investigator shall not allow or arrange for any other person to perform any of the services required by this Agreement, nor shall Investigator assign, subcontract out, or otherwise delegate any of Investigator's rights, responsibilities, or obligations under this Agreement. In the event Investigator is called up for active military duty or for direct civilian support of active military operations, Investigator shall provide the County and the PDM with written notice of such event within five (5) business days of Investigator being called up so that the PDM and Investigator can coordinate and arrange for an appropriate substitute to handle Investigator's duties under this Agreement while Investigator is on military leave and any reasonable back-to-civilian-life transition time requested by Investigator upon return. Investigator shall

receive no compensation under this Agreement while on leave or during any such transition time.

15. **VACANCY AND REPLACEMENT.** In the event this Agreement is terminated by either party prior to the termination date specified in paragraph 1 above, the County may initiate, implement and pursue any actions or process deemed appropriate/necessary to seek, select, and contract with another qualified investigator to replace and succeed Investigator in providing investigative services to indigent persons in the Courts.

16. **ENTIRE AGREEMENT.** This Agreement constitutes the entire integrated agreement and understanding of the undersigned parties. No amendment, modification or other type of change to this Agreement shall be valid or enforceable unless reduced to writing and signed by the parties.

17. **CAPTIONS; TIME COMPUTATION.**

a. The captions and headings herein are for convenience only and shall not be relied upon or used to interpret or construe this Agreement or any portion thereof.

b. Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. (PTZ) of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. (PTZ) of the next business day. Unless otherwise expressly specified herein as being business days only, any period of time specified in this Agreement shall mean and be calculated to include calendar days.

18. **GOVERNING LAW.** This Agreement shall be exclusively construed under and interpreted consistent with the laws of the state of Washington.

19. **BINDING EFFECT.** Strictly subject to the above restrictions against assignment, subcontracting, or delegation, this Agreement shall be binding upon Investigator's heirs, legal/personal representatives, successors, and assigns.

20. **SEVERABILITY.** In the event that any one or more provisions contained in this Agreement shall, for whatever reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision(s) shall not affect any other provision hereof, and this Agreement shall nevertheless be construed and enforced as if such invalid, illegal or unenforceable provision(s) were not contained herein.

21. **NON-WAIVER.** A party's express or implied consent to or waiver of any breach or default by the other party in the performance of such other party's obligations hereunder shall not be deemed or construed to be a consent to or waiver of any other

breach or default in the performance by such other party of the same obligations or any other obligation(s) of such other party hereunder.

22. **DISPUTE RESOLUTION.**

a. In the event any type of dispute arises between the parties involving the performance or interpretation of this Agreement, and assuming that the parties are unable to resolve such dispute within a reasonable time after it arises, the parties agree that the dispute shall be submitted to mediation through the assistance of an experienced mediator chosen by mutual agreement between the parties. The County shall pay one-half of the mediator's fees and expenses, and Investigator shall pay the other one-half of such fees and expenses.

b. In the event that mediation proves unsuccessful in resolving the dispute, the parties shall submit the dispute for resolution via binding arbitration pursuant to RCW Chapter 7.04A. A single arbitrator shall be selected by agreement of the parties or, in the absence of agreement, each party shall select one (1) arbitrator and those two (2) so selected arbitrators shall mutually select a third arbitrator. The County shall pay one-half of the fees and expenses of the arbitrator(s), and Investigator shall pay the other one-half of such fees and expenses. The provisions of RCW Chapter 7.04A and applicable Mandatory Arbitration Rules as adopted and implemented in Superior Court shall be binding as to procedure, except as to the right of appeal, which shall not be applicable. Within ten (10) business days of notice of arbitration, the arbitrator(s) shall be selected and designated and the hearing shall be held within thirty (30) business days thereafter. The arbitrator(s) shall render a written decision and award within ten (10) business days of such hearing. Without limitation, the arbitrator(s) may award damages, specific performance, and/or injunctive relief, and may register a judgment in Benton County Superior Court, including judgment by default. The most prevailing party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party as a part of the arbitration decision and award. In the event of suit or action to enforce an arbitration award, venue shall lie exclusively in Benton County Superior Court, and the most prevailing party in such suit or action shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses from the other party.

23. **NOTICES.**

a. Any notices required or permitted to be given by Investigator to the County under this Agreement shall be in writing and shall be either personally delivered to the County's PDM at his below-stated office address; mailed to the County's PDM at his below-stated office address via certified U.S. mail, postage prepaid; or emailed to the County's PDM at the below-stated official email address for notices:

Eric Hsu, Public Defense Manager
Benton Office of Public Defense

7122 West Okanogan Place, Building A
Kennewick, WA 99336

OPDNotices@co.benton.wa.us

b. Any notices required or permitted to be given by the County to Investigator under this Agreement shall be in writing and shall be personally delivered to Investigator or mailed to Investigator via certified U.S. mail, postage prepaid, at Investigator's office address specified and set forth in paragraph 2.a above; or emailed to Investigator at his/her business email address set forth in paragraph 2.a.

c. Any notices under this Agreement shall be deemed to have been duly given, made and received when personally delivered against receipt or when duly deposited in the U.S. mail in compliance with the provisions of this paragraph. A party may change the address(es) to which notices or copies thereof are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

24. **LEGAL COMPLIANCE.** Investigator agrees to and shall strictly follow and comply with any and all federal, state, local, and administrative laws, rules, and regulations applicable to Investigator's pursuit and performance of activities and services under this Agreement. Without limitation in that regard, Investigator shall timely and fully pay all applicable taxes, fees, licenses, and other payments required by law; and Investigator shall fully comply with any and all anti-discrimination laws and policies including, without limitation, the County's policy that no person will be subjected to discrimination by the County or its contractors based on race, color, national origin, age, sex, marital status, sexual orientation, handicap/disability, personal background, creed, or political or religious affiliation.

IN WITNESS WHEREOF, the parties hereto have entered into and executed this Agreement on the date set forth below.

BENTON COUNTY

Date_____

Chairman

Commissioner

Commissioner

Constituting the Board of County Commissioners for Benton County

Attest:

Clerk of the Board

Approved as to Form and Content

Eric Hsu (May 26, 2021 10:22 PDT)

Eric Hsu
Public Defense Manager

ATTORNEY

Date 05/26:2021

Shawnna Morris (May 26, 2021 10:18 PDT)

Shawnna Morris, PI# 4828

SIGNING AUTHORITY FOR INVESTIGATOR AGENCY (required if Investigator is **not licensed as an Investigator Agency**)

Shane Harrington, PhD (May 26, 2021 10:21 PDT)

Agency Principal Signature
Agency Principal Name:

R. Shane Harrington

I am a principal with signing authority for Harrington Investigations. I acknowledge and understand that the above-referenced Investigator, who is employed by my firm as a licensed private investigator, is about to enter into a public defense investigation agreement with Benton County. I consent to this agreement, represent that my firm has sufficient resources to assist Investigator in faithfully carrying out his/her obligations pursuant to this Agreement.

EXHIBIT A - SCOPE OF SERVICES

Investigator shall provide, as assigned and approved on a case by case basis, professional quality criminal defense investigation services to defense attorneys assigned to represent indigent defendants with criminal cases pending in Benton County Superior Court (including its Juvenile Division) and Benton County District Court.

The services to be provided under this agreement may include, but are not limited to:

- Attempting to locate witnesses
- Interviewing witnesses
- Interviewing victims
- Researching the criminal history or backgrounds of witnesses or victims
- Conducting surveillance of witnesses
- Diagramming crime scenes or other locations associated with a criminal case
- Photographing items, locations, persons or anything else relevant to defense of a criminal case
- Cataloging and tracking evidence (only permitted in cases with large amounts of evidence)
- Serving subpoenas

Investigator may provide, as assigned, and only if Investigator elects to do so, subpoena service. Provided, however, that the maximum compensation for such subpoena services shall be as stated in Exhibit B – Compensation.

Absent **specific written instruction to do so from BCOPD**, Investigator shall not be compensated for any of the following services:

(e) "Evaluating" any legal document including search warrants
(f) Reviewing police reports or any other discovery for purposes of evaluating their sufficiency or for the purposes of determining what, if any, investigation needs to be done
(g) Spending time at any hearing or trial except when appearing for the purpose of testifying as a witness
(h) Appearing at or waiting during any criminal pre-trial docket

Furthermore, Investigator shall not arrange for or bill for, the services of third-party experts since these experts are to be coordinated through the attorney of record with authorization from BCOPD. Experts include, but are not limited to:

- Polygraph examiners

- DNA, fingerprint, firearms experts
- Experts on the identification of substances including controlled substances
- Handwriting or document analysis experts
- Arson experts

EXHIBIT B – COMPENSATION

Service	Rate	Comments
Investigator time	$60 per hour	Must be billed in increments of 1/10th of an hour together with date and description of services rendered.
Mileage	Published US GSA rate	Only for investigations outside of Tri-Cities area. Starts from the Benton County Courthouse.
Standard locate	$20 per locate	For locating addresses using subscription database services
Background investigation	$50 each	Only for background investigations that involve more than a WATCH inquiry. WATCH inquiry cases are compensated on a reimbursement basis only
Transcription	$5/page	Only upon specific advance written authorization
Subpoena service	$30 each service for up to two attempts. Any additional attempts for same service shall collectively qualify for additional $30.	Contractors are not required to accept subpoenas for service. However, if they do serve subpoenas, this is the maximum compensation for doing so.
Video and photo DVD	$35 each, $10 for extra copies	With menu, ready for trial format.
Photo CD	$10 each	
Photocopies	$0.13 per page	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 8, 2021
Subject:	Purchase of Public Safety Communication Equipment from RACOM Corporation utilizing State Contract No. 06913
Presenter:	
Prepared By:	Shannon Christen
Reviewed By:	Robert Blain

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Summary / Background Information

Benton County has radio equipment on six mountain top sites creating a simulcast communication network for Public Works. Used equipment from another agency was initially installed and now needs to be upgraded. Public Safety Communication Equipment can be purchased utilizing the Washington State Master Contract Usage Agreement-Contract No. 06913 from RACOM Corporation, a dealer for Tait North America, Inc. that holds the State Contract.

This equipment will be installed on towers that we share with the City of Richland. The staff at the City of Richland's Radio Shop will be working with the people from RACOM to install them. The Richland Radio Department staff have the experience and knowledge to properly install the new radio equipment. We have an Interlocal Agreement in place with the City of Richland that will allow them to install the equipment.

A Purchase Agreement has been prepared, reviewed and approved by the PA's office, and signed by RACOM.

Fiscal Impact

Amount: Not to exceed $110,000.00 including WSST

Fund: Capital Projects Fund

Recommendation

The Director of Operations and Capital Programs recommends authorizing the purchase of Public Safety Communication Equipment from RACOM Corporation utilizing Washington State Contract No. 06913 at or below the current state contract rate, in an amount not to exceed $110,000.00 including WSST.

Suggested Motion

Approve the resolution as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE PURCHASE OF PUBLIC SAFETY COMMUNICATION EQUIPMENT AND SERVICES FROM RACOM CORPORATION UTILIZING STATE CONTRACT NO. 06913

WHEREAS, Benton County has radio equipment on six mountain top sites creating a simulcast communication network for Public Works. Used equipment from another agency was initially installed and now needs to be upgraded; and

WHEREAS, Washington State Contract No. 06913 allows for the purchase of Public Safety Communication Equipment from RACOM Corporation, a dealer for Tait North America, Inc. that holds the State Contract; and

WHEREAS, the Director of Operations and Capital Programs recommends purchasing the radio equipment from RACOM Corporation in an amount not to exceed $110,000.00 including Washington State Sales Tax (WSST); **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington, hereby concurs with the Director of Operations and Capital Program's recommendation and authorizes the purchase of Public Safety Communication Equipment from RACOM Corporation through the use of the Washington State Master Contract Usage Agreement-Contract No. 06913 at or below the current state contract rate, in an amount not to exceed $110,000.00 including WSST.

Dated this 8th day of June 2021.

_____
Chairman of the Board

_____
Chairman ProTem

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

Attest _____
Clerk of the Board

Original: Purchasing
cc: Auditor

S. Christen

PURCHASE AGREEMENT
Benton County, Washington

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

RESOLUTION No: _____

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

Vendor: RACOM Corporation
Vendor Code: 782690
Vendor Contact: Joey Weedin, 5010 W. Chestnut Ave., #C49, Yakima, WA 98908
Vendor Contact Phone: 509-426-2679 cell 509-985-0985 joey.weedin@racom.net
Vendor Principal Place of Business: Marshalltown, IA

Ship To:
Benton County Public Works
102808 Wiser Parkway
Kennewick, WA 99338

Bill To:
Benton County
P. O. Box 1001
Prosser, WA 99350

AGREEMENT:
In exchange for the consideration identified herein, the Vendor agrees to provide the following to Benton County under the terms described.

P.O. Date: 6/8/2021

		Est Qty	Unit Price	Total Price
	WA State Contract 06913-Public Safety Communication			
	Equipment between the State of Washington and Tait			
	North America, Inc. RACOM Corporation is an authorized			
	dealer/distributor for Tait North America, Inc.			
	VHF 100W Analog-One Channel Public Works System			
	Master TX/RX Sites			
TB9435-100W-48VACDC	TB9400, Single, 100w, 48VACDC Aux12V with Simulcast & Voter SFEs	2	$ 12,843.44	$ 25,686.88
	Satellite TX/RX Sites			
TB9435-100W-48VACDC	TB9400, Single, 100W, 48VACDC Aux12V with Simulcast & Network IP SFEs	6	$ 9,835.34	$ 59,012.04
	Project Services for Upgrade of Existing System			
Engineeering	System Design and Engineering (Analog System)	1	$ 5,920.00	$ 5,920.00
Field Services	System Commissioning Technician	1	$ 1,258.00	$ 1,258.00
PM Services	Program Management	1	$ 1,036.00	$ 1,036.00

Payment is due by the County to Vendor within 30 days of delivery and the paperwork required pursuant to State Contract 06913.

SUB TOTAL =	$ 92,912.92
8.00% SALES TAX =	7,433.03
TOTAL ORDER =	$ 100,345.95

This purchase agreement incorporates by reference all terms and conditions issued off the State of Washington Contract No. 06913 between the State of Washington Department of Enterprise Services and Tait North America, Inc. (RACOM Corporation is the authorized dealer.)

Vendor signature on this purchase agreement certifies acceptance of this agreement and all terms and conditions, and supersedes any conflicting terms.

In case of conflict, the order of precedence is:
1. The State of Washington Contract No. 06913
2. This Purchase Agreement

Questions and Clarifications should be Addressed to Buyer Contact:

Contact: Robert Blain, Director of Operations and Capital Programs
Address: 7122 W. Okanogan Kennewick, WA 99336
Phone: 509-736-2704
Email robert.blain@co.benton.wa.us

Approved as to Form

Reid Hay, Civil Deputy Prosecuting Attorney

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

1) The person executing the 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 agreements(s) for all purposes.

RACOM Corporation

Vendor Name (Print): Terry Brennan Title: Vice President Date: May 20, 2021

Vendor Signature:

Chairman
Benton County
Board of Commissioners: _____ Date: _____
Jerome Delvin, Chairman

Member
Benton County
Board of Commissioners: _____ Date: _____
Shon Small, Pro Tem

Member
Benton County
Board of Commissioners: _____ Date: _____
Will McKay, Member

RACOM
critical communications

Proposal Prepared for:	Benton County Public Works
Address	
City	Richland
State & Zip Code	WA
County	
Phone/FAX	509/786-5611 Ext. 5665
Contact Name	Shannon Christen
Contact E-mail	Shannon.Christen@co.benton.wa.us

Benton County Public Works Channel

ITEM	QTY	PART NO.	DESCRIPTION	NASPO UNIT	NASPO EXTENDED	List UNIT	List EXTENDED
1			**VHF 100W Analog - One Channel Public Works System 2 x Master TX/RX Sites and 6 x TX/RX Sites**				
			Master TX/RX Sites				
	2	TB9435-100W-48VACDC	TB9400, Single, 100W, 48VACDC Aux12V	$ 12,843.44	$ **25,686.88**	$ 17,356.00	$ **34,712.00**
			With Simulcast & Voter SFEs				
			Satellite TX/RX Sites				
	6	TB9435-100W-48VACDC	TB9400, Single, 100W, 48VACDC Aux12V	$ 9,835.34	$ **59,012.04**	$ 13,291.00	$ **79,746.00**
			With Simulcast & Network IP SFEs				
2	1		**Project Services for Upgrade of Existing System**				
		Engineering	System Design and Engineering (Analog System)	$ **8,214.00**	$ **8,214.00**	$ **11,100.00**	$ **11,100.00**
		Field Service	System Commissioning Technician	$ 5,920.00		$ 8,000.00	
		PM Services	Program Management	$ 1,258.00		$ 1,700.00	
				$ 1,036.00		$ 1,400.00	
			Total Public Works Project (Less any Required Sales Tax)		$ **92,912.92**		$ **125,558.00**

Terms of Purchase:.

RACOM's NASPO standard terms and conditions of sale apply, including reseller terms and warranty.
Payment terms are on pre-approved account or payment with order.
This quote is valid and open for acceptance for 30 days, thereafter subject to confirmation
Taxes or other local fees are not included or part of this quote if required
Shipping cost may be added as applicable
Services Pricing is based on a typical statement of work (SOW) for this type of project. Final Pricing would be based on a mutually agreed to SOW between the parties.

The info RACOM needs to set up a new customer:

Corporate Name, Address and any Contact information
Address for invoicing
Email address to send the invoice – RACOM emails all invoices
Address for shipping equipment
Taxable status – signed exemption certificate, if exempt.

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER, SINGLE-BAND, TIER I

Category: Radio / Subcategory Description: Base Station/Repeater, P25 12.5 kHz Digital Trunking P25 Phase II 6.25 kHz equivalent capable, backwards compatible. Software – Defined Radio Architecture. (Single-Band, Tier I)

Bidders are to identify below the same specific product they offered to meet target product specifications described in Appendix G Specifications. Identify below the manufacturer, product model name/number, a fixed price percentage discount (rounded to the 1/10 of one percent) to be applied to the product offered and all parts, features, and accessories. List by line item part number: the manufacturer's list price and the net price after discount (rounded to the whole cent). The total of line item prices for the entire target product as configured below shall be used for evaluation purposes. Enclose a copy of the manufacturer's reference price list with the proposal response. Additionally, Bidders may identify by listing below other products they market within this category/subcategory that they wish to include in the contract in the event of contract award. (Reference Section 4.16 Pricing, Part I Solicitation Document and Section 3.4 Contract Pricing of the Model Contract)

Manufacturer: Tait Product Model Name/Number: TB9400

Manufacturer's Reference Price List: _____ Price Percentage Discount Offered: 25 %

	SECTION A Transmitter – Typical Performance Specifications			
Item #	**Description**	**Part Number**	**Mfg. List Price**	**Net Price After Discount**
1.1	Frequency Range (MHz)	TB9435-B3M0-0000-N4BA-10	$ 21,053	$ 15,789.75
1.1.1	VHF (136-174)	(No Pricing for individual radio options/functionality)	$	$
1.2	Rated RF Output Power minimum: adjustable range	(No Pricing for individual radio options/functionality)	$	$
1.2.1	VHF 12-100 Watts	(No Pricing for individual radio options/functionality)	$	$
1.3	Carrier Frequency Stability. (-30° to +60° C) - ±1.0 PPM	(No Pricing for individual radio options/functionality)	$	$
1.4	Modulation Limiting:	(No Pricing for individual radio options/functionality)	$	$
1.4.1	±2.5 kHz (12.5 kHz)	(No Pricing for individual radio options/functionality)	$	$
1.5	Audio Response: +1,-3 dB	(No Pricing for individual radio options/functionality)	$	$
1.6	Audio Distortion %: <1.0/ (12.5 kHz)	(No Pricing for individual radio options/functionality)	$	$
1.7	FM Hum and Noise Ratio: <55 dB (12.5kHz)	(No Pricing for individual radio options/functionality)	$	$
1.8	Conducted Spurious Emissions: -70 dBc (12.5kHz)	(No Pricing for individual radio options/functionality)	$	$
1.9	Channel Spacing KHz: 12.5	(No Pricing for individual radio options/functionality)	$	$
	SECTION B Receiver – Typical Performance Specifications			

APPENDIX H PRICE WORKSHEETS

CATEGORY: RADIO / SUBCATEGORY: BASE STATION/REPEATER, SINGLE-BAND, TIER I

8.1.1	Conventional Analog	(No Pricing for individual radio options/functionality)	$	$
8.1.2	P25 Digital CAI Operation Comply with TIA/EIA suite 102.	(No Pricing for individual radio options/functionality)	$ Included	$ Included
8.1.3	Mixed mode operation	(No Pricing for individual radio options/functionality)	$	$
8.2	System Enhancement software	(No Pricing for individual radio options/functionality)	$	$
8.2.1	P25 Phase I Digital Trunking 12.5kHz	(No Pricing for individual radio options/functionality)	$ Included	$ Included
8.2.2	P25 Phase II Trunking 6.25 kHz equivalent	TBAS091 - SFE Key P25 PII Trunking	$ 12,000	$ 9,000
8.3	System Enhancement Options	(No Pricing for individual radio options/functionality)	$	$
8.3.1	P25 OTAP	(No Pricing for individual radio options/functionality)	$	$
8.3.2	Radio Authentication	(No Pricing for individual radio options/functionality)	$	$
8.3.3	Noise reduction	(No Pricing for individual radio options/functionality)	$	$
8.3.4	P25 OTAR	(No Pricing for individual radio options/functionality)	$	$

SECTION I Accessories/Optional Features

Item #	Description	Part Number	Mfg. List Price	Net Price After Discount
9.1	Software License agreement to include two years of updates		$	$
			Total Net Evaluation Price:	$ 25,080.75

Bidder offers the following services commonly available for this product category/subcategory at the percentage discounts listed below off manufacturer's (or subcontractor's/dealer's/distributor's) list prices or at the per hour price specified.

Services	Percent Discount Off List	or	Charge Per Hour
Equipment configuration and system design:	25 % Discount	or	$ /Hour
Technical support services:	25 % Discount	or	$ /Hour
Equipment installation:	25 % Discount	or	$ /Hour
Equipment repair:	25 % Discount	or	$ /Hour
Training:	25 % Discount	or	$ /Hour

EXHIBIT LIST FOR CPA 2021-001/EA 2020-031
Comprehensive Plan Amendment

			DATED
Planning Commission Memo Exhibit List - MAY 11, 2021			
PCM 1 Includes:	PCM 1.1	Staff Report	November 4, 2020
	PCM 1.2	Site Map showing Current Comp. Plan Designations	March 30, 2021
	PCM 1.3	Site Map showing Proposed Comp. Plan Designations	March 30, 2021
	PCM 1.4	Site Map showing Current Zoning Designations	March 29, 2021
	PCM 1.5	Site Map showing Proposed Zoning Designation	March 30, 2021
	PCM 1.6	Comp. Plan Appendix A Map Folio Figure 5-Land Luse Designation Map	April 28, 2021
	PCM 1.7	Benton County Comp. Plan 2021 Docket	January 20, 2021
	PCM 1.8	Notice of Public Hearing	March 19, 2021
	PCM 1.9	Dept. of Commerce letter re: 60 day Notice of Itent to Adopt Amendments	March 31, 2021
		APPLICATION SUBMITTAL	
	PCM 1.10	Comprehensive Plan Amendment Application	November 4, 2020
	PCM 1.11	Site Map	November 4, 2020
		SEPA INFORMATION	
	PCM 1.12	Environmental Checklist EA 2020-031	February 11, 2021
	PCM 1.13	Determination of Non Significance	March 31, 2021
		COMMENTS	
	PCM 1.14	Benton County Fire Marshal	April 1, 2021
	PCM 1.15	Benton County Public Works	March 31, 2021
Board of County Commissioners Memo Exhibit List - **June 8, 2021**			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	May 12, 2021
	BCCM 1.2	Draft Resolution	
	BCCM 1.3	PC Recommendation, FOF & Conclusions	May 11, 2021
	BCCM 1.4	Board of County Commissioners Legal Notice	May 19,2021
	BCCM 1.5	Planning Commission Audio Recording	May 11, 2021

The Exhibit Numbers are found in the Top Right Hand Corner of each document.
PCM = Planning Commission Memo Exhibits
PCH = Planning Commission Hearing Exhibits
BCCM = County Commissioner Memo Exhibits

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 8, 2021 **Memo Date: May 12, 2021**
Subject:	**Public Hearing** on File No. CPA 2021-001 A Comprehensive Plan Amendment for a change in the land use designation from Rural Remote to Rural Commercial
Presenter(s):	Greg Wendt and Brian Malley
Prepared By:	Brian Malley
Reviewed By:	Greg Wendt

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☒ Pass Motion
☒ Public Hearing	☒ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Planning Division and the Planning Commission are forwarding Comprehensive Plan amendment (PCM 1.1) to the Board of County Commissioners with a recommendation for approval. The proposed amendment is for a change in land use designation on five (5) contiguous parcels located on the north side of State Route 397, described as follows: Parcel numbers 1-2680-101-0196-001, 1-2680-101-0196-002, 1-2680-100-0037-000, 1-2680-101-0044-001 and 1-2680-101-0044-002, in the Northeast Quarter of Section 26, Township 8 North., Range 30 East. W.M from Rural Remote to Rural Commercial (PCM 1.2 - PCM 1.6). The amendment will also require an update to *Appendix A, Map Folio-Figure 5, Land Use Designation Map* (PCM 1.11) to reflect the change in the comprehensive land use designation.

The proposed Comprehensive Plan land use designation of Rural Commercial, and anticipated zone change to Commercial, will bring existing uses into conformance with the proposed zoning district, which includes the Longbranch Bar and Grill and Finley Self Storage

The Planning Commission held a public hearing on May 11, 2021 considering the request. The Planning Commission, after taking testimony and discussion among the Commission members, voted to forward a recommendation for approval of the proposed amendments subject to sixteen (16) findings of fact.

Fiscal Impact

None known at this time.

Recommendation

It is the recommendation of the Benton County Planning Division and the Benton County Planning Commission that the Board of County Commissioners adopt the Planning Commission findings of fact as their own and approve CPA 2021-001 with the suggested sixteen (16) Findings of Fact.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's Findings and Conclusions as our own and approve CPA 2021-001 for a change in the Land Use Designation on five (5) contiguous parcels located on the north side of SR 397, described as follows: Parcel numbers 1-2680-101-0196-001, 1-2680-101-0196-002, 1-2680-100-0037-000, 1-2680-101-0044-001 and 1-2680-101-0044-002, in the Northeast Quarter of Section 26, Township 8 North., Range 30 East. W.M, from Rural Remote to Rural Commercial as reflected in PCM 1.2 and 1.3 and approve the update to *Appendix A, Map Folio-Figure 5, Land Use Designation Map* to reflect said change.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: AMENDMENT TO THE BENTON COUNTY COMPREHENSIVE PLAN, CHANGE IN LAND USE DESIGNATION FROM RURAL REMOTE TO RURAL COMMERCIAL, FILE NO. CPA 2021-001, APPLICANT: KNUTZEN ENGINEERING.

WHEREAS, on February 13, 2018, the Benton County Commissioners adopted the Benton County Comprehensive Plan; and,

WHEREAS, Washington State Planning law requires continuing review and evaluation of the Comprehensive Plan pursuant to RCW 36.70A.130 (1)(a); and,

WHEREAS, the Benton County Code in Chapter 16.14 provides property owners the ability to apply to amend the Comprehensive Plan; and

WHEREAS, an application for CPA 2021-001 was submitted on November 4, 2020, was deemed a complete application on November 10, 2020 and the Comprehensive Plan Amendment Docket which included CPA 2021-001 was published on January 20, 2021; and,

WHEREAS, the proposal has been reviewed under the requirements of RCW 43.21C(SEPA) and a Determination of Non-Significance was issued on March 31, 2021; and,

WHEREAS, the legal notice for the Planning Commission Open Record Hearing was published on April 28, 2021 and those property owners within 300 feet of the proposal were given notice of the Planning Commission Open Record Hearing by mail on April 28, 2021; and,

WHEREAS, the Benton County Planning Commission did conduct a public hearing on May 11, 2021, at 6:00 p.m., by virtual and telephonic meeting, to review and receive written and oral testimony with reference to Comprehensive Plan Amendment (CPA) 2021-001, a proposal to change the land use designation on *Appendix A, Map Folio-Figure 5, Land Use Designation Map* from Rural Remote to Rural Commercial, on five (5) contiguous parcels located on the north side of SR 397, described as follows: Parcel numbers 1-2680-101-0196-001, 1-2680-101-0196-002, 1-2680-100-0037-000, 1-2680-101-0044-001 and 1-2680-101-0044-002, in the Northeast Quarter of Section 26, Township 8 North., Range 30 East. W.M.; and,

WHEREAS, the Benton County Planning Commission at the conclusion of its public hearing conducted on May 11, 2021, voted to recommend approval of CPA 2021-001 to the Board of Commissioners; and,

WHEREAS, the Open Record Hearing before the Board of County Commissioners was set for June 8, 2021, and the legal notice for said hearing was published in the Prosser Record Bulletin on May 26, 2021 and were mailed to property owners within 300 feet of the proposal; and,

WHEREAS, the Planning Commission forwarded its written findings, conclusions and recommendations concerning this matter to the Board of Commissioners on May 26, 2021; and,

WHEREAS, the Board of County Commissioners did conduct an open record hearing on Tuesday, June 8, 2021, at 9.00 a.m. in the Commissioners Meeting Room, Third Floor, Courthouse, Prosser WA. to consider the above proposed Comprehensive Plan Amendment; and,

WHEREAS, the Board of County Commissioners at the Open Record Hearing on June 8, 2021 received into evidence the Planning Commission record as noted above and also Exhibits BCCM 1.1 through BCCM 1.5, and,

WHEREAS, the Board finds that proper legal notification, public hearing and review have been made; and,

WHEREAS, after consideration of the above mentioned request and review of the Planning Commission record, staff analysis and memos, and all written and oral comments submitted at the public hearing, the Board of County Commissioners adopts the Planning Commission's findings (located in the CPA 2021-001 file in the Planning department) as their own, and it appears to be in the public's best interest to approve the request; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby approves the Comprehensive Plan Amendment CPA 2021-001 to change the land use designation from Rural Remote to Rural Commercial on five (5) contiguous parcels located on the north side of State Route 397, identified as Parcels: 1-2680-101-0196-001, 1-2680-101-0196-002, 1-2680-100-0037-000, 1-2680-101-0044-001 and 1-2680-101-0044-002, in the Northeast Quarter of Section 26, Township 8 North., Range 30 East. W.M. and that the Benton County Comprehensive Plan *Appendix A, Map Folio-Figure 5, Land Use Designation Map* be changed to reflect said land use designation.

Dated this 8th day of June 2021.

_____
Chairman of the Board

_____
Member

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

Attest.....
Clerk of the Board

BM/djh

PCM 1.2

EA 2020-031/CPA 2021-001
Current 2021 Comprehensive Plan Land Use Designation
March 29, 2021

PCM 1.3

EA 2020-031/CPA 2021-001
Proposed 2021 Comprehensive Plan Designations
March 30, 2021

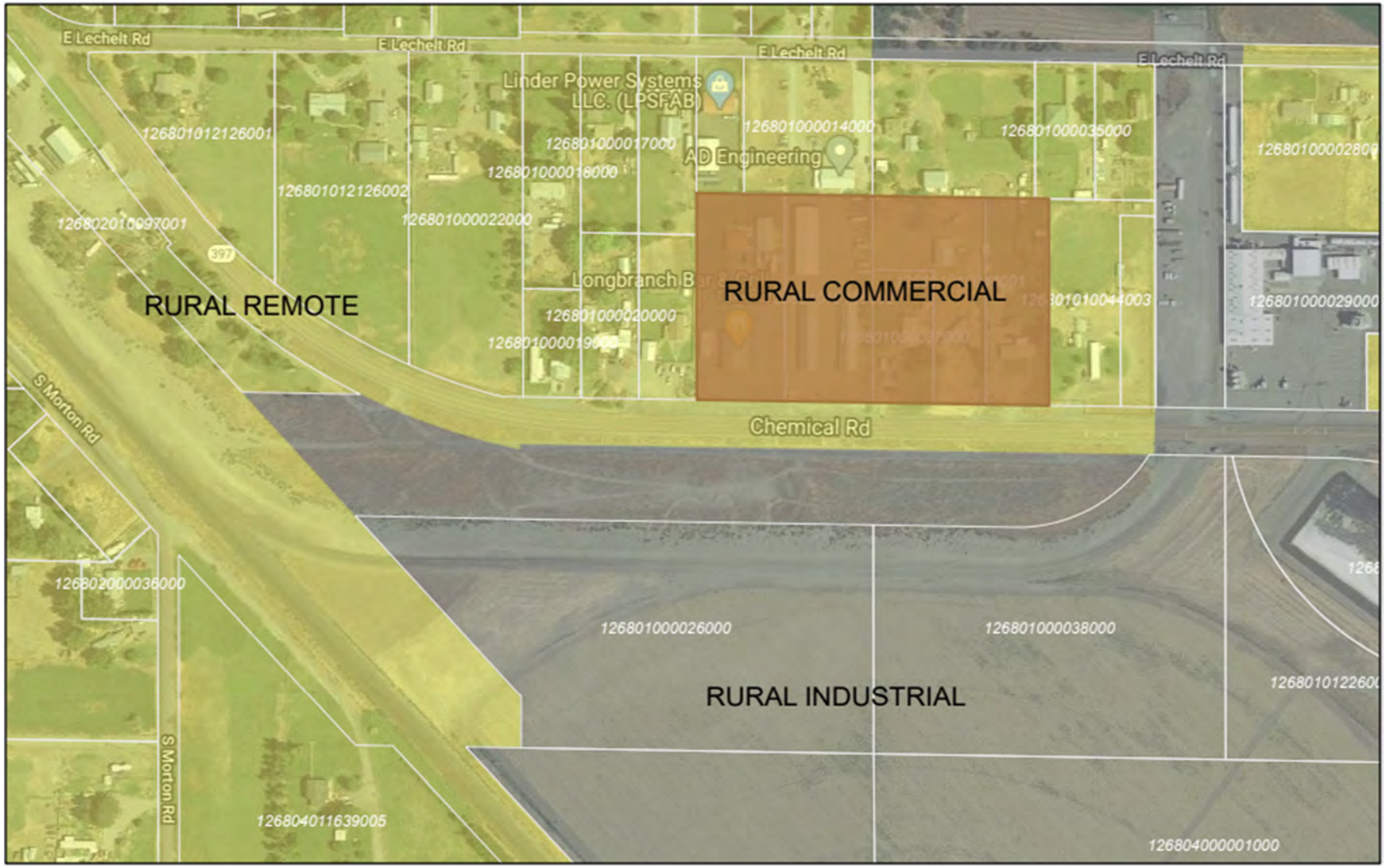
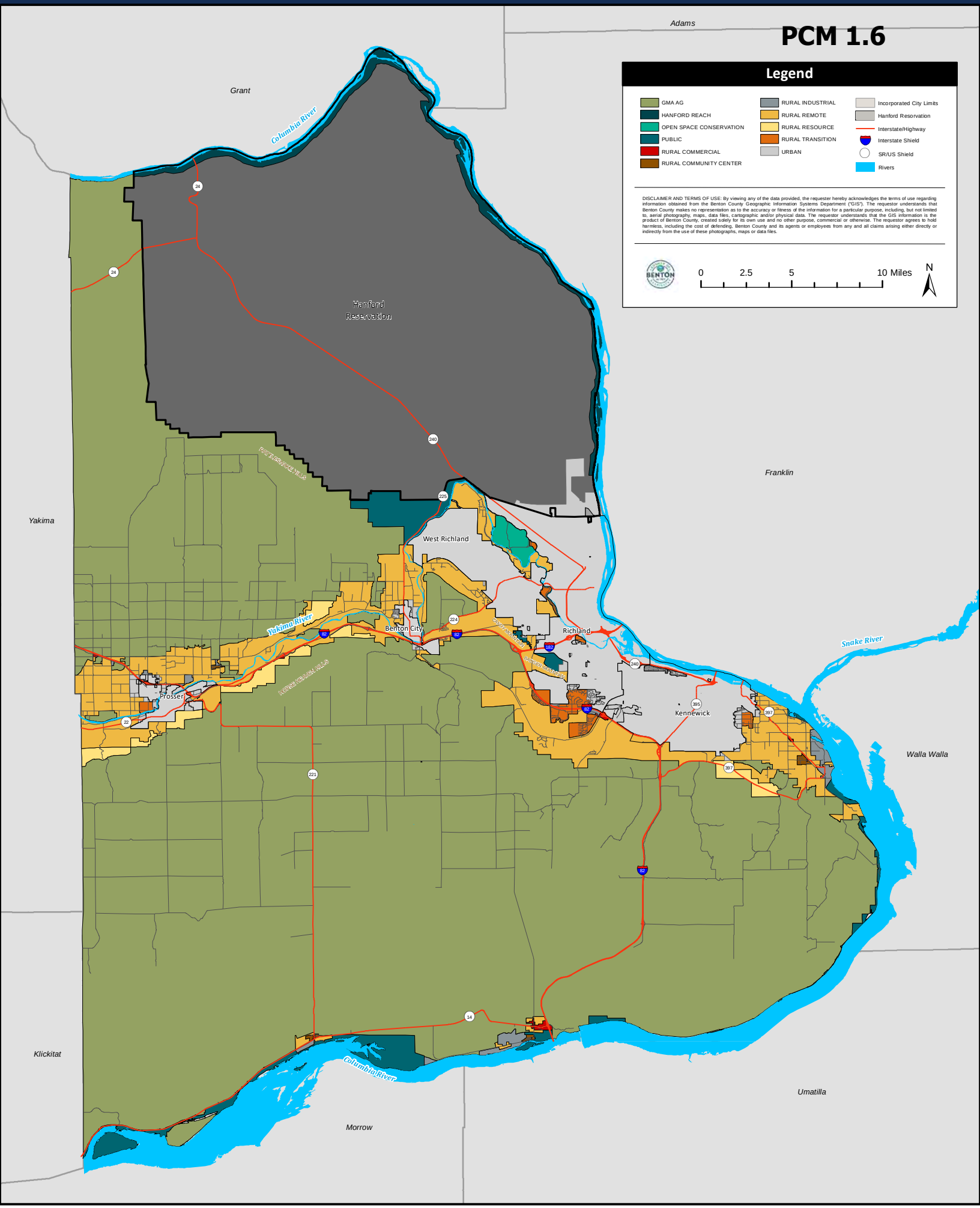


Figure 5: Future/Proposed Land Use Designations Map - Benton County Comprehensive Plan Update Appendix A: Map Folio / April 2021 Draft



RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: Comprehensive Plan Amendment to amend the land use designation on five (5) parcels in rural Finley area, from Rural Remote to Rural Commercial

File No. CPA 2021-001

RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

CPA 2021-001: A proposal by Knutzen Engineering to amend the Benton County Comprehensive Plan land use designation on five (5) contiguous parcels located on the north side of State Route 397 in the rural Finley area from rural Remote to Rural Commercial. The amendment will also require an update to *Appendix A, Map Folio-Figure 5, Land Use Designation Map* to reflect the change in the comprehensive land use designation of the following parcels:

(Owner) Parcel Numbers/Legal Descriptions:

(Suarez) 1-2680-101-0196-001/Short Plat # 196/Lot 1

(Finley Self Storage) 1-2680-101-0196-002/ Short Plat #196/Lot 2

(Hendrickson) 1-2680-100-0037-000/The portion of section 26, Township 8 Range 30 defined as follows: The west 115.00 feet of the south 250.00 feet of the northwest of the southeast of the northeast.

(Kidder) 1-2680-101-0044-001/Short Plat # 44/Lot 1

(Iniquez) 1-2680-101-0044-002/ Short Plat # 44/Lot 2

The proposal is hereby recommended to be **approved**. This action is based upon the following findings pursuant to RCW 36.70A.

LEGAL DESCRIPTION

The area that is proposed to be amended to Rural Commercial designation is made up of five (5) parcels which are generally described as follows:

Portions of the northeast quarter of Section 26, Township 8 North, Range 30 East, W.M., Benton County, Washington, more specifically those parcels addressed as 230006 through 230904 E SR 397, Kennewick, WA 99337 – comprised of five (5) contiguous parcels located on the north side of State Route 397.

RESOLUTION

WHEREAS, the Legal notification pursuant to RCW 36.70A.130 was given on January 20, 2021 in the Prosser Record Bulletin; and,

WHEREAS, the public hearing was held on May 11, 2021 at 6:00 p.m., through a virtual hearing setting; and,

WHEREAS, the following members were present, Martin Sheeran, Curtis Wills, Brian Skeels, Leo Perales, Tammara McKeirnan, Marjorie Kaspar, and Lloyd Coughlin; and,

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted six members in favor, with 1 member absent to recommend approval of the Comprehensive Plan amendment (CPA 2021-001) by Knutzen Engineering amending the Benton County Comprehensive Plan land use designation from Rural Remote to Rural Commercial on five (5) contiguous parcels located on the north side of State Route 397, and to reflect those changes on the Benton County Comprehensive Plan Map - *Appendix A, Map Folio-Figure 5, Land Use Designation Map;* and,

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

FINDINGS AND CONCLUSIONS

Plan Amendment Consistency with the Growth Management Act (RCW 36.70A), the Benton County Comprehensive Plan, and the Benton Countywide Planning Policies, (per BCC 16.14.080):

1. The application submittal, public notice, and procedural steps for this application is in compliance with Benton County Code Chapter 16.14 Amendments to the Benton County Comprehensive Plan.
    a. The application for CPA 2021-001 was submitted to the Benton County Planning Division on November 4, 2020.
    b. Legal notification for the 2021 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 20, 2021.
    c. An Environmental Checklist was submitted on November 18, 2020 and a Determination of Non-Significance was issued on March 31, 2021 with a 14-day comment period.
    d. The application was declared complete for processing on November 10, 2020.
    e. The application documents were distributed to reviewing agencies on March 31, 2021.
    f. The application documents were provided to the Washington State Department of Commerce on March 31, 2021, initiating their 60-day review.

g. Legal notification for the Planning Commission public hearing was published on April 28, 2021 in the Prosser Record Bulletin.

h. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on April 28, 2021.

i. A public hearing was held before the Planning Commission on May 11, 2021.

j. The Benton County Planning Department analyzed the application for consistency with the Growth Management Act, the Benton County Comprehensive Plan, and the County-Wide Planning Policies, and other regulations adopted by Benton County as applicable.

2. The application submittal, eligibility, public notice, and procedural steps for CPA 2021-001 is consistent with *Benton County Code (BCC) Chapter 16.14 Amendments to the Benton County Comprehensive Plan.*

3. The application for CPA 2021-001 is consistent with the *Benton County Comprehensive Plan, 1.7 Amendments to this Comprehensive Plan.*

4. The application for CPA 2021-001 is consistent with the goals and policies of the Benton County Comprehensive Plan:

   a. Section 2.2 Land Use
   LU Goal 1: Ensure that land uses are compatible with surrounding uses that maintain public health, safety, and general welfare.

   Policy 1: Maintain a mix of land uses that supports the character of each rural community.

   Policy 3: Maximize the opportunities for compatible development within land use designations to serve a multitude of compatible uses and activities.

   b. Section 2.6 Economic Development
   ED Goal 1: Create a balanced and diverse economy that provides an opportunity to make economic and lifestyle choices for Benton County residents.

   Policy 3: Provide adequate, accessible commercial areas while minimizing impact on surrounding uses.

5. The application for CPA 2021-001 is consistent with the *Benton County Comprehensive Plan, 3 Land Use Element:*

   a. Section 3.3.2.3 Rural Land Use Designations
   Priority 2: Agriculture, Processing, and Value-Added Industries – Assure through coordination with other public entities that Rural Commercial

encompasses all commercial lands in Benton County. This includes general commercial uses and commercial areas primarily along Interstate 82. The purpose of this land use is to provide retail goods and services to regional trade areas, serve highway travelers, and provide convenience services to residents. Uses include motels, truck stops, service stations, restaurants, and fast food.

6. The application for CPA 2021-001 is consistent with the *Benton County Comprehensive Plan, 5 Economics Element.*

7. The application for CPA 2021-001 is consistent with the Growth Management Act (GMA) – RCW 36.70A, including RCW 36.70A.011, RCW 36.70A.020, RCW 36.70A.106, and RCW 36.70A.130.

8. The applicant is requesting to amend the Comprehensive Plan land use designation upon five (5) contiguous parcels located on the north side of State Route 397, in the rural Finley area. The parcels currently are designated Rural Remote, with the applicant proposing a Comprehensive Plan land use designation as Rural Commercial upon the five (5) parcels.

9. The applicant is Knutzen Engineering whose mailing address is 5401 Ridgeline Dr. Ste 160, Kennewick, WA 99338.

10. The properties range in address from 230006 through 230904 E SR 397, Kennewick, WA 99337 and are located approximately 1/4 mile west of the intersection of Piert Road and SR 397. (Parcel Numbers: 1-2680-101-0196-001, 1-2680-101-0196-002, 1-2680-100-0037-000, 1-2680-101-0044-001, and 1-2680-101-0044-002).

11. The properties collectively comprise approximately 5.91 acres in size.

12. The subject parcels currently have a land use designation of Rural Remote in the Benton County Comprehensive Plan, Appendix A, Map Folio Figure 5-Land Use Designation Map.

13. The proposed Comprehensive Plan land use designation of Rural Commercial, and anticipated zone change request to Commercial, will bring existing uses into conformance with the proposed zoning district, which includes the Longbranch Bar and Grill and Finley Self Storage.

14. The proposed land use designation change to Rural Commercial will assist in facilitating the ability for the existing busines to expand in the future, subject to an approved zone change request.

15. Adjoining properties predominantly involve single-family homes to the west, a mix of residential and service-associated businesses to the north, and predominantly industrial activities to the south and east.

16. The Rural Commercial land use designation will serve as a transition between Rural Remote and Heavy Industrial land use designations in the general area.

A majority of the Planning Commission members find that all of the facts set forth in the Planning Department Staff Report dated April 22, 2021 are accurate. Supporting documents have been considered and addressed.

THEREFORE, BE IT RESOLVED THAT THE BENTON COUNTY PLANNING COMMISSION, through its chairman, adopts these findings and conclusions with respect to File No. CPA 2021-001, and hereby recommends APPROVAL to the Board of County Commissioners that the Benton County Comprehensive Plan land use designation on five (5) contiguous parcels located on the north side of State Route 397 and legally defined as follows be changed from Rural Remote to Rural Commercial and that the Benton County Comprehensive Plan *Appendix A, Map Folio-Figure 5, Land Use Designation Map* be changed to reflect the recommendation of the Planning Commission.

(Owner) Parcel Numbers/Legal Descriptions:

(Suarez) 1-2680-101-0196-001/Short Plat # 196/Lot 1

(Finley Self Storage) 1-2680-101-0196-002/ Short Plat #196/Lot 2

(Hendrickson) 1-2680-100-0037-000/The portion of section 26, Township 8 Range 30 defined as follows: The west 115.00 feet of the south 250.00 feet of the northwest of the southeast of the northeast.

(Kidder) 1-2680-101-0044-001/Short Plat # 44/Lot 1

(Iniquez) 1-2680-101-0044-002/ Short Plat # 44/Lot 2

5/11/2021

MARTIN SHEERAN, Chairman Dated
BENTON COUNTY PLANNING COMMISSION

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

NOTICE OF PUBLIC HEARINGS

NOTICE OF HEARINGS before the Board of County Commissioners, in the matter of the proposed 2021 annual amendments to the Benton County Comprehensive Plan; pursuant to Washington State Planning Law RCW 36.70A.130.

NOTICE IS HEREBY GIVEN that public comment will be taken on amendments to the Benton County Comprehensive Plan on Tuesday, June 8, 2021 at 9:00 a.m., in the Commissioners Meeting Room, Third Floor, Courthouse, Prosser, in person and via a virtual meeting format (see below for more information). Proposed amendments are as follows:

CPA 2021-001 - A proposal by Dalton Walker-Knutzen Engineering, requesting a change in the land use designation from Rural Remote to Rural Commercial on five parcels located in the Finley rural area between Lechelt Road and SR 397, in the Northwest Quarter of Section 26, Township 8 North, Range 30 East, W.M.

CPA 2021-003 - A proposal by Benton County for a text amendment to the Goals and Policies Section, 2.7-Housing, and to the Housing Element, Sections 6.2-Existing Conditions and 6.4.2-Housing Types amending the wording of farm worker housing and an amendment to correct an omission to the boundary of the Rural Industrial land use designation to include six parcels in the Finley rural area located south of Lechelt Road and north of SR 397 in Section 26, Township 8 North, Range 30 East, amending Appendix A, Figure 5 - 2017 Periodic Update Land Use Designation Map.

CPA 2021-004 - A proposal by 5D Development requesting a change in the land use designation from Rural Industrial to Rural Commercial on Lots 1 and 2 of short plat 3669 located off E. Detrick PR SE and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M.

NOTICE IS FURTHER GIVEN that the proposed Comprehensive Plan Amendments have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on March 30, 2021 for CPA 2021-003 and March 31, 2021 for CPA 2021-001 and 2021-004. Accordingly, Environmental Impact Statements were not required on any of these proposals. Any comments regarding these determinations and the environmental impacts of the proposals can be made at the Board of County Commissioners Hearing using the method noted below or in writing to the Benton County Planning Division by 3 p.m. on Monday June 7, 2021.

To continue to provide citizens access to public meetings, Benton County in addition to in person attendance, will also be providing telephonic and video access for the public to view and provide testimony at public meetings. If you choose to join the meeting telephonically, we ask that you please limit background noise or mute your line to prevent any unnecessary

interruption to the meeting. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181.

Comments regarding the proposed amendments or SEPA determinations of the proposals may also be submitted in writing to the Benton County Planning Division; P.O. Box 910, Prosser, WA 99350 or via email to planning.department@co.benton.wa.us by 3 p.m. Monday, June 7, 2021. No individual with a disability shall be denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at a public meeting, please contact the Benton County Planning Division at least ten days prior to the meeting date to make arrangements for special needs.

At this hearing, the Board of County Commissioners may approve, or disapprove the amendments. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated this 19th day of May 2021.

JEROME DELVIN, Chairman
Board of County Commissioners

Greg Wendt, Director
Community Development Department

PUBLISH: May 26, 2021

The Audio recording of the Benton County Planning Commission is available by accessing the May 11th Planning Commission meeting on the County Website under the Agendas and Minutes page.

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.1

STAFF REPORT TO THE
BENTON COUNTY PLANNING COMMISSION

FILE NO:	CPA 2021-001 *(Comprehensive Plan Amendment)*
MEMO DATE:	April 22, 2021
HEARING DATE:	May 11, 2021
APPLICANT:	Knutzen Engineering/Dalton Walker
OWNERS:	Benito & Beverly Suarez, 230006 E. SR 397, Kennewick, WA 99337. Finley Self Storage, LLC, 230306 E. SR 397, Kennewick, WA 99337 Bruce & Ellen Hendrickson, 230708 E. SR 397, Kennewick, WA 99337 William Kidder, 230804 E. SR 397, Kennewick, WA 99337. Arnulfo Iniquez, 230904 E. SR 397, Kennewick, WA 99337.
LOCATION:	General Location: The properties are located approximately 1/4 mile west of the intersection of Piert Road and SR 397. Address Range: 230006 through 230904 E SR 397, Kennewick, WA 99337. (Owner) Parcel Numbers/Legal Descriptions: (Suarez) 1-2680-101-0196-001/Short Plat # 196/Lot 1 (Finley Self Storage) 1-2680-101-0196-002/ Short Plat #196/Lot 2 (Hendrickson) 1-2680-100-0037-000/The portion of section 26, Township 8 Range 30 defined as follows: The west 115.00 feet of the south 250.00 feet of the northwest of the southeast of the northeast. (Kidder) 1-2680-101-0044-001/Short Plat # 44/Lot 1 (Iniquez) 1-2680-101-0044-002/ Short Plat # 44/Lot 2
PROPERTY SIZE:	Approximately 5.91 acres, collectively
LAND USE:	Residential & Commercial
ZONING:	Rural Land 5 Acre & Heavy Industrial District
COMP PLAN LAND USE DESIGNATION:	Rural Remote

SUGGESTED STAFF RECOMMENDATION: Planning Division staff recommends that the Planning Commission forward to the Board of County Commissioners a recommendation to approve Benton County Comprehensive Plan Amendment CPA 2021-001, subject to the sixteen (16) findings of fact.

APPLICATION DESCRIPTION:

This is a comprehensive plan amendment application -CPA 2021-001 (PCM 1.10) to amend the Benton County Comprehensive Plan land use designation on five (5) contiguous parcels located on the north side of State Route 397, in the rural Finley area. If approved, the amendment will require the need to update Appendix A, Map Folio-Figure 5, Land Use Designation Map to reflect the change in the comprehensive land use designation of these parcels.

The subject parcels, consisting of 5.91 acres, are currently have a land use designation of Rural Remote in the Benton County Comprehensive Plan. The applicant proposes to change the Comprehensive Plan land use designation to Rural Commercial, which if approved, will require the applicant to apply for and be granted a zone change to a Commercial designation on these parcels in order to be consistent with the existing and proposed uses upon the parcel(s).

PUBLIC NOTICE:

1. Legal notification for the 2021 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 20, 2021 (PCM 1.8).

2. The application for CUP 2021-001 was submitted to the Benton County Planning Division on November 4, 2020 (PCM 1.10).

3. An Environmental Checklist (EA 2020-031) (PCM 1.12) was submitted on November 18, 2021 and a Determination of Non Significance (PCM 1.13) was issued on March 31, 2021 with a 14 day comment period.

4. The application was declared complete for processing on November 10, 2020.

5. The application documents were distributed to reviewing agencies on March 31, 2021.

6. The application documents were provided to the Washington State Department of Commerce on March 31, 2021, through their online submittal system, initiating their 60-day review.

7. Legal notification for the Planning Commission public hearing was published on April 28, 2021 in the Prosser Record Bulletin. (PCM 1.8)

8. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on April 28, 2021.

9. The Planning Commission public hearing is scheduled for May 11, 2021.

STATE ENVIRONMENTAL POLICY ACT:

CPA 2021-001 has been reviewed under the requirements of the State Environmental Policy Act, and a Determination of Non-Significance (DNS) (PCM 1.13) was issued on March 31, 2021 with a 14-day comment period ending on April 14, 2021. Copies of the Environmental Checklist (PCM 1.12), the Determination of Non-Significance (PCM 1.13), and the comments received from reviewing agencies are attached to this memorandum (PCM 1.14 and 1.15).

APPLICABLE STANDARDS/ORDINANCES:

1. Benton County Code (BCC) 16.14.030, Comprehensive Plan – Amendments - Persons Eligible to Request Amendments - Applications.

2. Benton County Code (BCC) 16.14.040, Comprehensive Plan – Amendments - Public Notice of Deadline for Submittal of Complete Applications.

3. Benton County Code (BCC) 16.14.050, Comprehensive Plan – Amendments - Application Period.

4. Benton County Code (BCC) 16.14.060, Comprehensive Plan – Amendments - Documentation required for a complete application.

5. Benton County Code (BCC) 16.14.080, Comprehensive Plan – Amendments - Procedural Steps for Review of Proposed Amendments.

6. Benton County Comprehensive Plan, 1.7 Amendments to this Comprehensive Plan.

7. Benton County Comprehensive Plan, 2 Goals and Policies.

8. Benton County Comprehensive Plan, 3 Land Use Element.

9. Benton County Comprehensive Plan, 3.5 Countywide Planning Policies.

10. Benton County Comprehensive Plan, 5 Economics Element.

11. Growth Management Act (GMA) – RCW 36.70A, including RCW 36.70A.011, RCW 36.70A.020, RCW 36.70A.106, and RCW 36.70A.130.

    Revised Code of Washington
    RCW 36.70A.011, Rural Lands

    RCW 36.70A.020, Planning Goals

    RCW 36.70A.106, Comprehensive Plans – Development regulations – Transmittal to state – Amendments – Expedited review

RCW 36.70A.130, Comprehensive Plans – Review procedures and scheduled - Amendments

12. Benton County Code Chapter 6.35 Environmental Policy

AGENCY COMMENTS:

1. The application documents were distributed to the following reviewing agencies on March 31, 2021.
    a. Benton County Building Division
    b. Department of Natural Resources – Ellensburg
    c. Department of Natural Resources – Olympia
    d. Benton Clean Air Authority
    e. Benton County Public Works Department
    f. Benton-Franklin Health District
    g. Washington State Department of Transportation
    h. Washington State Department of Health
    i. Department of Ecology – Olympia
    j. Department of Ecology – Yakima
    k. Benton County Fire Marshal
    l. Department of Fish and Wildlife
    m. Bureau of Reclamation
    n. Bureau of Land Management
    o. Benton County Fire District #1
    p. Futurewise
    q. Department of Archaeology/Historic Preservation
    r. Tom Price – Environmental Review, Inc.
    s. Columbia Irrigation District
    t. Department of Commerce

2. Agency comments were received from:
    a. Department of Commerce
    b. Benton County Public Works
    c. Benton County Fire Marshal

3. The following are general comments and discussion points from the Planning Division:
    a. The Planning Division analyzed the application for consistency with the Growth Management Act, the Benton County Comprehensive Plan, the County-Wide Planning Policies, and other regulations adopted by Benton County as applicable.
    b. The subject parcels are currently designated Rural Remote by the Benton County Comprehensive Plan.
    c. The proposed Comprehensive Plan land use designation of Rural Commercial, and anticipated zone change to Commercial, will bring existing uses into conformance with the proposed zoning district, which includes the Longbranch Bar and Grill and Finley Self Storage.
    d. The proposed change to Rural Commercial will assist in facilitating the ability for

the existing busines to expand in the future, subject to an approved zone change request.

e. Adjoining properties predominantly involve single-family homes to the west, a mix of residential and service-associated businesses to the north, and predominantly industrial activities to the south and east.

f. The Rural Commercial designation will serve as a transition between Rural Remote and Heavy Industrial land use designations in the general area.

CRITERIA FOR FINDINGS OF FACT:

1. Benton County Code (BCC) 16.14.030, Comprehensive Plan – Amendments - Persons Eligible to Request Amendments - Applications.

   (b) Applications to amend any other portion of the County's Comprehensive Plan can be submitted at the direction of the Benton County Planning Commission, Benton County Board of Commissioners, the Benton County Planning Director, any owner of property in unincorporated Benton County seeking an amendment that only affects that person's property, any resident of unincorporated Benton County supported by signatures of ten (10) residents of unincorporated Benton County, or any general or special purpose local governmental entity operating in Benton County pursuant to an adopted resolution of its legislative body or board of directors.

2. Benton County Code (BCC) 16.14.040, Comprehensive Plan – Amendments - Public Notice Deadline for Submittal of Complete Application.

   (a) Prior to October 1st of each year, the Planning Department shall place legal notices in the official county newspaper announcing the December 1st deadline for submitting complete applications for amendments to the Comprehensive Plan.

3. Benton County Code (BCC) 16.14.050, Comprehensive Plan – Amendments - Application Period.

   (a) Subject to the exceptions found in RCW 36.70A.130(2)(a) and 36.70A.130(2)(b), applications to amend the Comprehensive Plan shall only be accepted between October 1st and December 1st of any year, and all applications will be considered concurrently by the Board of County Commissioners in the calendar year that follows the year in which the application is submitted.

4. Benton County Code (BCC) 16.14.060, Amendments to the Benton County Comprehensive Plan – Amendments - Documentation required for a complete application.

   (a) Within fourteen (14) days after receiving an application for amendment to the Comprehensive Plan, the County Planning Department shall review the application and place in the mail or personally deliver a written determination addressed to the applicant stating that the application is complete or that the application is incomplete and identifying what is necessary to make the application complete.

(b) All applications for amendment to the Comprehensive Plan must provide all information requested on the application form and include the following documentation:

(1) a completed environmental checklist in accordance with the State Environmental Policy Act (SEPA);

(2) an application fee as set by resolution of the Board of County Commissioners;

(3) a textual and graphic description of the requested Comprehensive Plan amendment which shall identify the specific portions of the Plan proposed for amendment;

(4) an explanation of why the amendment is being proposed; and

(5) the signature of the person or persons eligible to make the application as set forth in BCC 16.14.030.

5. Benton County Code (BCC) 16.14.080, Comprehensive Plan – Amendments - Procedural Steps for Review of Proposed Amendments.

(a) The Planning Department will initiate review of complete applications by listing them in a posted legal notice along with the State Environmental Policy Act (SEPA) review dates. Analysis of each application for consistency with the Washington State Growth Management Act and the Comprehensive Plan, including the adopted County-wide Planning Policies, will be conducted and summarized in a staff report. The Planning Department shall also make a recommendation to the Planning Commission for approval or denial of each application.

(b) The Planning Commission will conduct at least one open record public hearing on the applications and forward a recommendation for approval or denial of each application to the Board.

(c) The Board of County Commissioners will conduct at least one open record public hearing on the applications prior to approving, approving with modifications and/or conditions, or denying the applications.

6. Benton County Comprehensive Plan, 1.7 Amendments to this Comprehensive Plan.

Amendments to the Comprehensive Plan are legislative actions requiring County Commissioners' approval. Amendments must be approved as prescribed by the GMA. With a few exceptions, they cannot be considered more often than once per year and in accordance with specific procedures. Major updates occur by legislative action on an 8-year cycle as established by RCW 36.70A.130 (4)(c).

Amendments can be requested by the County or by private individuals. Multiple applications for amendments will be considered in a single legislative review process in order to evaluate the potential cumulative effect of the requests. All amendment requests require a public hearing with the Planning Commission, which then makes a recommendation to the County Commission. The County Commission will approve or deny the amendments in a public hearing. Public involvement with this process is required and

encouraged through direction of the County Public Participation Plan.

Annual amendments will address the issues of major or minor land use classification changes; changes to the goals, policies, and text of the Comprehensive Plan; changes to supporting data and implementation; changes to the Land Use Maps; and changes to the inventories and technical documents.

7. Benton County Comprehensive Plan, 2 Goals and Policies.

Section 2.2 Land Use
LU Goal 1: Ensure that land uses are compatible with surrounding uses that maintain public health, safety, and general welfare.

Policy 1: Maintain a mix of land uses that supports the character of each rural community.

Policy 3: Maximize the opportunities for compatible development within land use designations to serve a multitude of compatible uses and activities.

Section 2.6 Economic Development
ED Goal 1: Create a balanced and diverse economy that provides an opportunity to make economic and lifestyle choices for Benton County residents.

Policy 3: Provide adequate, accessible commercial areas while minimizing impact on surrounding uses.

8. Benton County Comprehensive Plan, 3 Land Use Element.

Section 3.3.2.3 Rural Land Use Designations
Priority 2: Agriculture, Processing, and Value-Added Industries – Assure through coordination with other public entities that Rural Commercial encompasses all commercial lands in Benton County. This includes general commercial uses and commercial areas primarily along Interstate 82. The purpose of this land use is to provide retail goods and services to regional trade areas, serve highway travelers, and provide convenience services to residents. Uses include motels, truck stops, service stations, restaurants, and fast food.

10. Growth Management Act, RCW 36.70A, including RCW 36.70A.011, RCW 36.70A.020, RCW 36.70A.106, and RCW 36.70A.130.

Revised Code of Washington
RCW 36.70A.011, Rural Lands

RCW 36.70A.020, Planning Goals

RCW 36.70A.106, Comprehensive Plans – Development regulations – Transmittal to state – Amendments – Expedited review

RCW 36.70A.130, Comprehensive Plans – Review procedures and scheduled –

Amendments

11. Benton County Code Chapter 6.35 Environmental Policy, WAC 197-11, and RCW 43.21C.120.

    As provided in this section and in WAC 197-11-350, the responsible official may issue a determination of non-significance (DNS) based on conditions attached to the proposal by the responsible official or on changes to, or clarifications of, the proposal made by the applicant.

SUGGESTED RECOMMENDATION

The Benton County Planning Division recommends that the Planning Commission forward a recommendation of approval to the Benton County Board of Commissioners for application CPA 2021-001, with the following suggested findings of fact and motion.

SUGGESTED FINDINGS OF FACT:

The following Findings of Fact are based on comments received up to the date of this staff memo. Any comments received after the completion of this staff memo or submitted during the advertised public hearing for CPA 2021-001 will need to be considered by the Planning Commission and may be added to the suggested Findings of Fact as set forth below. The Planning Commission may decide to adopt these as their own or amend/add to these Findings of Fact after holding the open public hearing.

FINDINGS OF FACT

1. The applicant is requesting to amend the Comprehensive Plan land use designation upon five (5) contiguous parcels located on the north side of State Route 397, in the rural Finley area. The parcels currently are designated Rural Remote, with the applicant proposing a Comprehensive Plan land use designation as Rural Commercial upon the five (5) parcels.

2. The applicant is Knutzen Engineering whose mailing address is 5401 Ridgeline Dr. Ste 160, Kennewick, WA 99338.

3. The properties range in address from 230006 through 230904 E SR 397, Kennewick, WA 99337 and are located approximately 1/4 mile west of the intersection of Piert Road and SR 397. (Parcel Numbers: 1-2680-101-0196-001, 1-2680-101-0196-002, 1-2680-100-0037-000, 1-2680-101-0044-001, and 1-2680-101-0044-002).

4. The properties collectively comprise approximately 5.91 acres in size.

5. The subject parcels currently have a land use designation of Rural Remote in the Benton County Comprehensive Plan, Appendix A, Map Folio Figure 5-Land Use Designation Map.

6. The proposed Comprehensive Plan land use designation of Rural Commercial, and anticipated zone change request to Commercial, will bring existing uses into conformance with the proposed zoning district, which includes the Longbranch Bar and Grill and Finley

Self Storage.

7. The proposed land use designation change to Rural Commercial will assist in facilitating the ability for the existing busines to expand in the future, subject to an approved zone change request.

8. Adjoining properties predominantly involve single-family homes to the west, a mix of residential and service-associated businesses to the north, and predominantly industrial activities to the south and east.

9. The Rural Commercial land use designation will serve as a transition between Rural Remote and Heavy Industrial land use designations in the general area.

10. Public notice and application requirements have been completed for the Comprehensive Plan Amendment request as follows:
    a. Legal notification for the 2021 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 20, 2021.
    b. The application for CPA 2021-001 was submitted to the Benton County Planning Division on November 4, 2020.
    c. An Environmental Checklist was submitted on November 18, 2021 and a Determination of Non-Significance was issued on March 31, 2021 with a 14 day comment period.
    d. The application was declared complete for processing on November 10, 2020.
    e. The application documents were distributed to reviewing agencies on March 31, 2021.
    e. The application documents were provided Washington State Department of Commerce, through their online submittal system, on March 31, 2021, initiating their 60-day review.
    g. Legal notification for the Planning Commission public hearing was published on April 28, 2021 in the Prosser Record Bulletin
    h. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on April 28, 2021.
    i. The Planning Commission public hearing is scheduled for May 11, 2021.

11. The application submittal, eligibility, public notice, and procedural steps for CPA 2021-001 is consistent with *Benton County Code (BCC) Chapter 16.14 Amendments to the Benton County Comprehensive Plan*.

12. The application for CPA 2021-001 is consistent with the *Benton County Comprehensive Plan, 1.7 Amendments to this Comprehensive Plan.*

13. The application for CPA 2021-001 is consistent with the goals and policies of the Benton County Comprehensive Plan:

    a. Section 2.2 Land Use
       LU Goal 1: Ensure that land uses are compatible with surrounding uses that maintain public health, safety, and general welfare.

Policy 1: Maintain a mix of land uses that supports the character of each rural community.

Policy 3: Maximize the opportunities for compatible development within land use designations to serve a multitude of compatible uses and activities.

b. Section 2.6 Economic Development
ED Goal 1: Create a balanced and diverse economy that provides an opportunity to make economic and lifestyle choices for Benton County residents.

Policy 3: Provide adequate, accessible commercial areas while minimizing impact on surrounding uses.

14. The application for CPA 2021-001 is consistent with the *Benton County Comprehensive Plan, 3 Land Use Element:*

a. Section 3.3.2.3 Rural Land Use Designations
Priority 2: Agriculture, Processing, and Value-Added Industries – Assure through coordination with other public entities that Rural Commercial encompasses all commercial lands in Benton County. This includes general commercial uses and commercial areas primarily along Interstate 82. The purpose of this land use is to provide retail goods and services to regional trade areas, serve highway travelers, and provide convenience services to residents. Uses include motels, truck stops, service stations, restaurants, and fast food.

15. The application for CPA 2021-001 is consistent with the *Benton County Comprehensive Plan, 5 Economics Element.*

16. The application for CPA 2021-001 is consistent with the Growth Management Act (GMA) – RCW 36.70A, including RCW 36.70A.011, RCW 36.70A.020, RCW 36.70A.106, and RCW 36.70A.130.

SUGGESTED MOTION

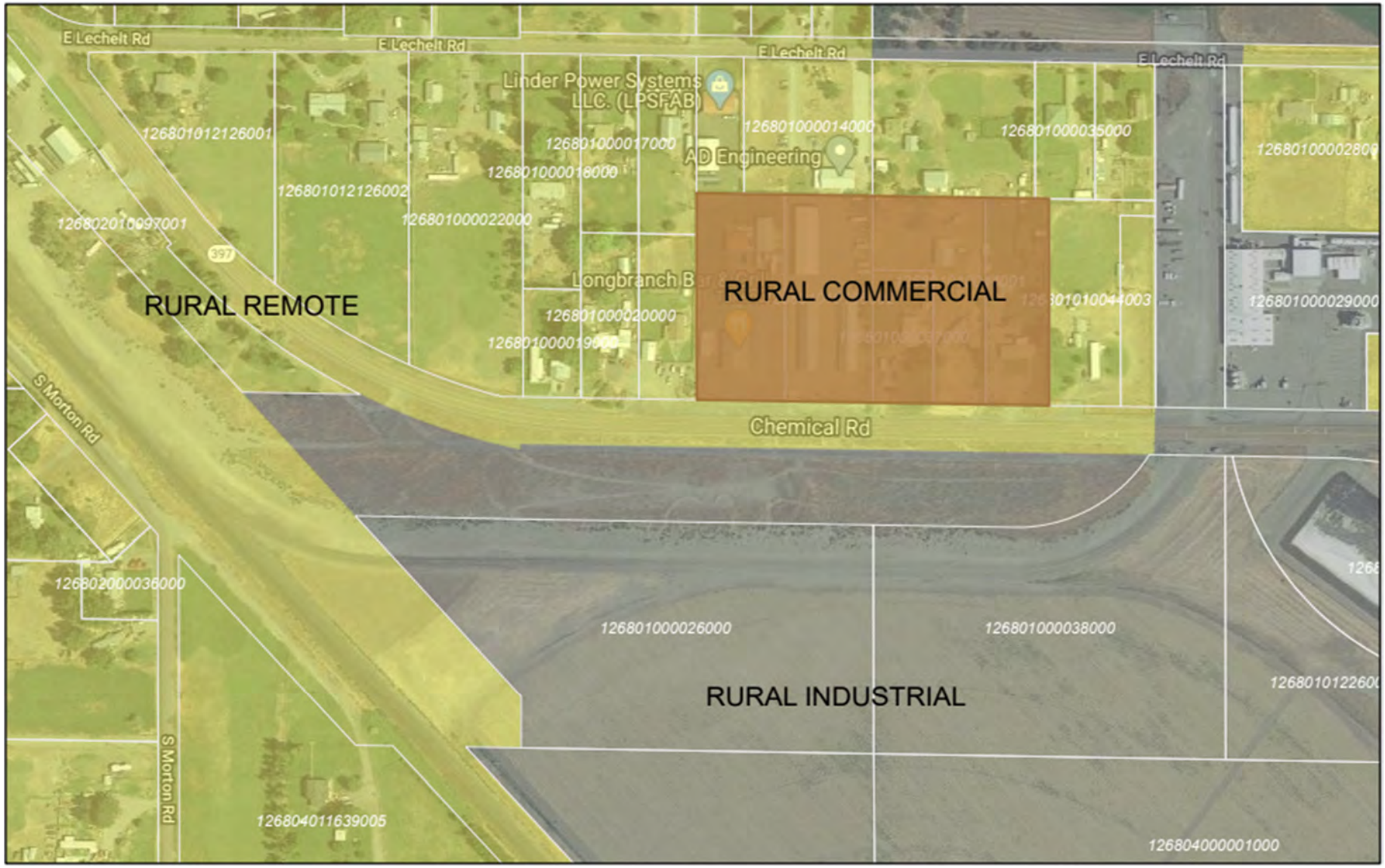
I move that the Planning Commission forward a recommendation for approval subject to the sixteen (16) Findings of Fact listed in the Staff Report dated April 22, 2021 for application CPA 2021-001, amending the Comprehensive Plan Land Use Designation from Rural Remote to Rural Commercial and amending Appendix A-Map Folio Figure 5, Land Use Designation Map to reflect said change in land use designation to the Benton County Board of Commissioners, and that the Chairman along with the Secretary of the Planning Commission develop written findings for approval and signature of the Planning Commission Chairman.

PCM 1.2

EA 2020-031/CPA 2021-001
Current 2021 Comprehensive Plan Land Use Designation
March 29, 2021

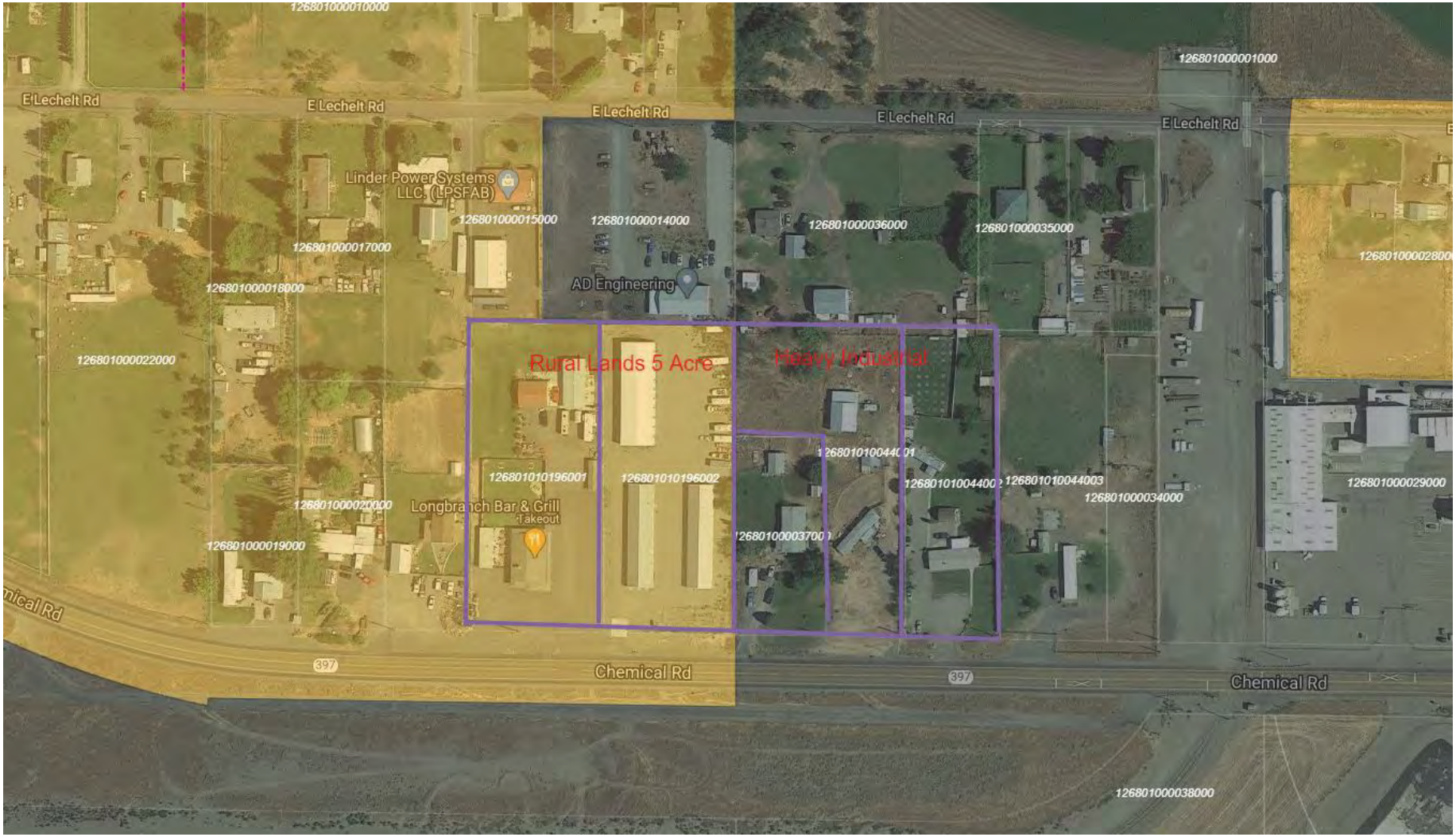
PCM 1.3

EA 2020-031/CPA 2021-001
Proposed 2021 Comprehensive Plan Designations
March 30, 2021



EA 2020-031/CPA 2021-001
Current 2021 Zoning Designations
March 29, 2021

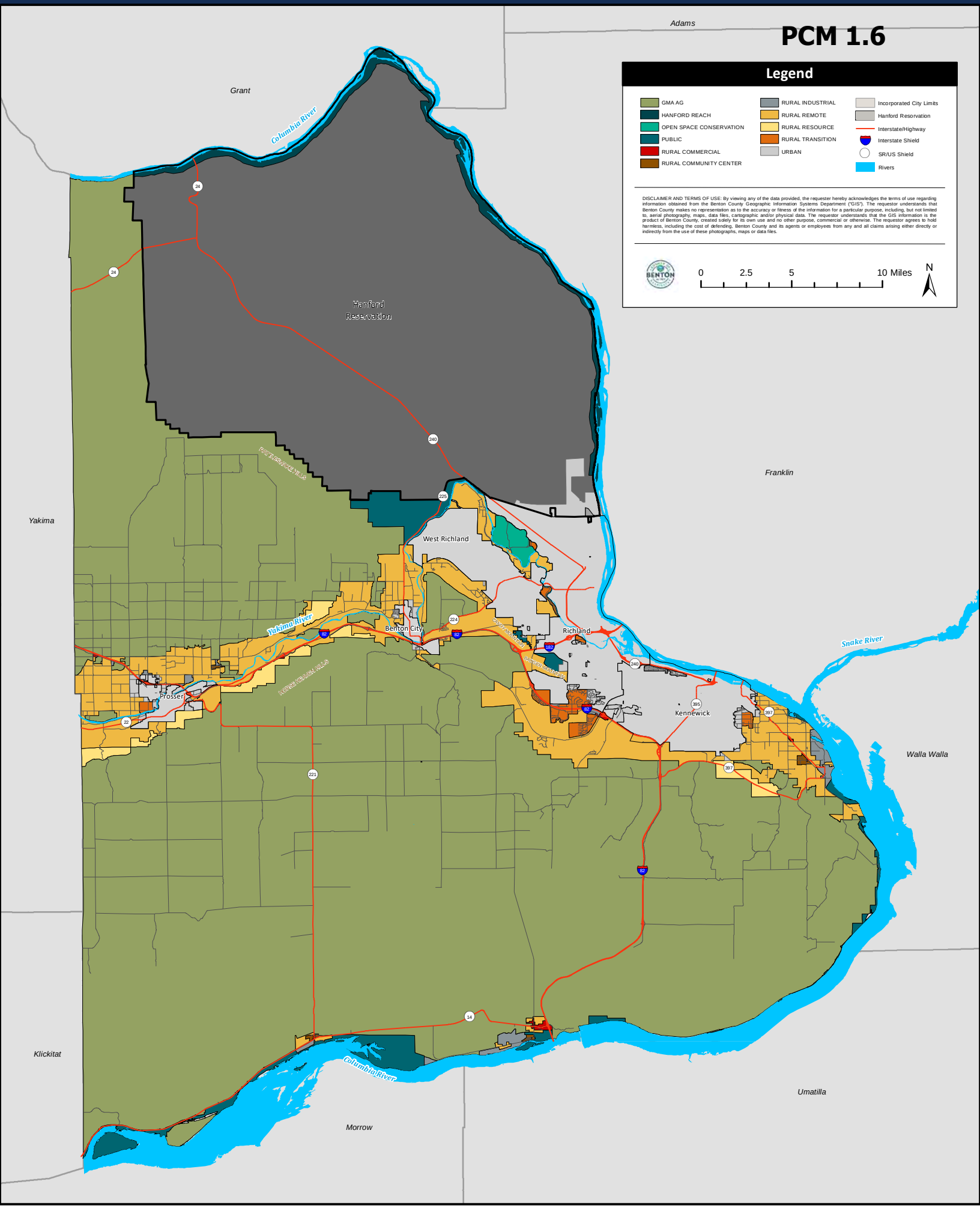
PCM 1.4



PCM 1.5

EA 2020-031/CPA 2021-001
Proposed 2021 Zoning Designations
March 30, 2021

Figure 5: Future/Proposed Land Use Designations Map - Benton County Comprehensive Plan Update Appendix A: Map Folio / April 2021 Draft



Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.7

Benton County Planning Department
2021 Comprehensive Plan Amendment Docket

The 2021 Benton County Comprehensive Plan amendment cycle for the review of proposed amendments begins with the docketing of proposals. The County has received the following application proposals for amendment to the Benton County Comprehensive Land Use Plan:

CPA 2021-001 - A proposal by Dalton Walker-Knutzen Engineering, requesting a change in the land use designation from Rural Remote to Rural Commercial on five parcels located in the Finley rural area between Lechelt Road and SR 397, in the Northwest Quarter of Section 26, Township 8 North, Range 30 East, W.M.

CPA 2021-003 - A proposal by Benton County for a text amendment to the Goals and Policies Section, 2.7-Housing, and to the Housing Element, Sections 6.2-Existing Conditions and 6.4.2-Housing Types amending the wording of farm labor housing and also an amendment to correct an omission to the boundaries of the Rural Industrial land use designation to include six parcels in the Finely rural area located south of Lechelt Road and north of SR 397 in Section 26, Township 8 North, Range 30 East, amending Appendix A, Figure 5 - 2017 Periodic Update Land Use Designation Map.

CPA 2021-004 - A proposal by 5D Development requesting a change in the land use designation from Rural Industrial to Rural Commercial on a 3.07-acre parcel located off E. Detrick PR SE and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M.

These applications will be reviewed under the requirements of SEPA (RCW 43.21C) and Title 16.14 of the Benton County Code. The Planning Department will initiate the review and analysis of each application for consistency with the Growth Management Act and the Comprehensive Plan, including the adopted Benton County-wide Planning Policies and prepare a staff report with a recommendation to the Planning Commission for the approval or denial of each application. The Planning Commission will conduct an open record hearing and forward their recommendations to the Board of County Commissioners (BOCC). The BOCC will conduct an open record hearing to consider and act upon the Planning Commission recommendation. Final actions on the proposed amendments are anticipated by June 30, 2021. Notification of the hearings will be published in advance; those interested in receiving a notice by mail or email regarding the above actions may call the Benton County Planning Department: at (509) 786-5612 (Prosser) or (509) 736-3086 (Tri-Cities). Information regarding the amendment process is available via the County website at www.co.benton.wa.us

Greg Wendt, Planning Manager
BENTON COUNTY PLANNING DEPARTMENT

PUBLISHED: Wednesday, January 20, 2021.

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.8

NOTICE OF PUBLIC HEARING

NOTICE OF HEARING before the Benton County Planning Commission, in the matter of the proposed 2021 annual amendments to the Benton County Comprehensive Plan; pursuant to Washington State Planning Law RCW 36.70A.130.

NOTICE IS HEREBY GIVEN that public comment will be taken on the proposed Comprehensive Plan Amendments to the Benton County Comprehensive Plan on Tuesday, May 11, 2021 at 6:00 p.m., via a virtual meeting format (see below for more information). Proposed amendments are as follows:

CPA 2021-001 - A proposal by Dalton Walker-Knutzen Engineering, requesting a change in the land use designation from Rural Remote to Rural Commercial on five parcels located in the Finley rural area between Lechelt Road and SR 397, in the Northwest Quarter of Section 26, Township 8 North, Range 30 East, W.M.

CPA 2021-003 - A proposal by Benton County for a text amendment to the Goals and Policies Section, 2.7-Housing, and to the Housing Element, Sections 6.2-Existing Conditions and 6.4.2-Housing Types amending the wording of farm worker housing and an amendment to correct an omission to the boundary of the Rural Industrial land use designation to include six parcels in the Finley rural area located south of Lechelt Road and north of SR 397 in Section 26, Township 8 North, Range 30 East, amending Appendix A, Figure 5 - 2017 Periodic Update Land Use Designation Map.

CPA 2021-004 - A proposal by 5D Development requesting a change in the land use designation from Rural Industrial to Rural Commercial on Lots 1 and 2 of short plat 3669 located off E. Detrick PR SE and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M.

NOTICE IS FURTHER GIVEN that the proposed Comprehensive Plan Amendments have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on March 30, 2021 for CPA 2021-003 and March 31, 2021 for CPA 2021-001 and 2021-004. Accordingly, Environmental Impact Statements were not required on any of these proposals. Any comments regarding these determinations and the environmental impacts of the proposals can be made at the Planning Commission Hearing using the method noted below or in writing to the Benton County Planning Division by 3 p.m. on Monday May 10, 2021.

Due to Governor's "Stay Home, Stay Healthy" order the County Offices are closed to the public at this time. To continue to provide public access to the Planning Commission meetings, Benton County will be providing telephonic and video access for the public to view and provide testimony at the Planning Commission meetings. If you choose to join the

meeting telephonically, we ask that you please limit background noise or mute your line to prevent any unnecessary interruption to the meeting. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

If you wish to provide comments on any of the actions before the Planning Commission, we ask that you please fill out our online form (found at https://tinyurl.com/testifyform) and submit your request to our office. You must submit a request form to participate for each hearing that you wish to attend. If you prefer to make the request by phone, please call our office at 786-5612 and we can add you to the list for providing testimony. At the meeting the names of those wishing to testify will be called out and at that time you will be able to present your comments/concerns regarding the specific agenda item.

Comments regarding the proposed amendments or SEPA determinations of the proposals may also be submitted in writing to the Benton County Planning Division; P.O. Box 910, Prosser, WA 99350 or via email to planning.department@co.benton.wa.us. No individual with a disability shall be denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at a public meeting, please contact the Benton County Planning Division at least ten days prior to the meeting date to make arrangements for special needs.

At this hearing, the Planning Commission may recommend approval, or disapproval of the amendments to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the applications per the phone-in instructions above. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated this 22nd day of April 2021.

Martin Sheeran, Chairman
Benton County Planning Commission

Greg Wendt, Director
Planning Division

PUBLISH: April 28, 2021

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • *PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000*
www.commerce.wa.gov

03/31/2021

Mr. Greg Wendt
Director
Benton County
1002 Dudley Avenue
Post Office Box 910
Prosser, WA 99350-0910

Sent Via Electronic Mail

Re: Benton County--2021-S-2529--60-day Notice of Intent to Adopt Amendment

Dear Mr. Wendt:

Thank you for sending the Washington State Department of Commerce (Commerce) the 60-day Notice of Intent to Adopt Amendment as required under RCW 36.70A.106. We received your submittal with the following description.

Proposed comprehensive plan amendment to change a land use designation from Rural Remote to Rural Commercial for five parcels.

We received your submittal on 03/31/2021 and processed it with the Submittal ID 2021-S-2529. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 05/30/2021.

We have forwarded a copy of this notice to other state agencies for comment.

Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call William Simpson, (509) 280-3602.

Sincerely,

Review Team
Growth Management Services

Benton County Planning Department

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

RECEIVED
NOV 04 2020
Benton Co. Planning Dept.

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

File No. CPA 2021-001

1. NAME OF APPLICANT: Dalton Walker - Knutzen Engineering

MAILING ADDRESS: 5401 Ridgeline Dr. Ste 160 Kennewick WA 99338

TELEPHONE: 509-222-0959

CONTACT PERSON: Dalton Walker

EMAIL ADDRESS: dalton@knutzenengineering.com

2. LEGAL OWNER(S) OF RECORD, if different from applicant: (Attach additional sheet if necessary.)

Name: See additional sheet for Owners

Address:

Phone:

Please answer the following questions, if more space is needed please use attachments.

3. Parcel number and/or legal description of property:

126801010196001, 126801010196002, 126801000037000, 126801010044001

126801010044002

4. What is the current use of the property?

Mini storage, Bar, Residences

5. What is the existing comprehensive plan designation for the area in which the property is located?

Rural Remote

6. What is the proposed use of the property?

The mini storage property wants to expand and construct more storage buildings.

7. State the requested amendment language or proposed plan designation for the property:

Proposed plan designation to be Rural Commercial

8. Prepare and attach a site map showing the area in which a plan change is being sought: If the amendment requires a map plan change, please show clearly the following: the proposed plan change boundaries, map scale, north arrow, date of preparation, major physical boundaries; both natural and man-made, lying within or adjacent to the affected area (i.e., including but not limited to highways, railroads, rivers, streams, power lines, schools, and other public outbuildings, etc.), section, township and range lines are to be shown and identified If in shoreline area, define existing shorelines area as shown in existing shorelines master plan and indicate the existing environment designation.

9. What are the reasons for the requested amendment include substantial information why the provisions, map designations, etc., of the adopted plan are not sufficient to satisfy the concern that gives rise to the amendment request:

The current comp plan designation doesn't allow for the construction of mini storage buildings and this change will allow the storage company to expand and bring the existing uses into compliance, such as the Longbranch Tavern.

10. Include information on the availability and location of utilities and roads, means of providing water and waste disposal, schools, parks, and the availability of sheriff and fire protection services:

All items are currently available on site.

11. Please provide supporting information on how the proposal complies with the comprehensive plan amendment evaluation criteria (see attached):

This action is consistent with all criteria.

12. Include any other substantiated information that you feel is necessary or relevant for consideration:

While it may seem that a pocket of commercial is being created, it should be noted that the Longbranch Tavern and these mini storages have been in this area for a long time and if a loss was to occur, these businesses would be seriously harmed since they would not be able to rebuild since they are non-conforming uses.

Please use additional pages when required to provide ten (10) resident support signatures:

Applicant's Signature	Dalton Walker Printed Name	5-13-2020 Date
Signature of Legal Owner's Parcel 2 - 126801010196002	Travis Hendrickson Printed Name	5/12/2020 Date
Signature of Legal Owner's Parcel 5 - 126801010044002	Maribel Guerrero Printed Name	5/12/2020 5/12/2020 Date
Signature of Person with Additional Ownership Interest Parcel 1 - 126801010196001	Beverly J. Suarez Benito J. Suarez Printed Name	5-12-2020 5-12-2020 Date
Signature of Person with Additional Ownership Interest Parcel 4 - 126801010044001	Mike Kidder Printed Name	5-12-2020 Date
Signature of Person with Additional Ownership Interest Parcel 3 - 126801010044002	Ellen M. Hendrickson Bruce Hendrickson Printed Name	5-12-2020 5-12-2020 Date

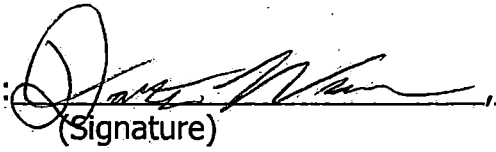
ALL persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.

An application fee of **$1000.00** must be submitted with this application. **This fee is non-refundable.** Please make check payable to Benton County Treasurer.

If the applicant/legal owner is a corporation/partnership/LLC etc. please use the following signature block. Please make a copy of this page if more than one corporation/partnership/LLC signature is required.

Applicant/legal owner: Knutzen Engineering

By: Dalton Walker (print name), Project Engineer (Title)

Signature:  (Signature), Project Engineer (Title)

The above signed officer of Knutzen Engineering (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit Dalton Walker to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

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

FOR OFFICIAL USE ONLY:

Critical Area Review Completed by _____ on _____.

Application approved for processing by _____ on _____

PCM 1.11

DESIGNATOR	ADDRESS	PARCEL #	SECTION/TOWNSHIP/ RANGE	ACRES	COMP PLAN CURRENT	COMP PLAN PROPOSED
L1	230006 E SR 397	126801010196001	26/08/30	1.5	RURAL REMOTE	RURAL COMMERCIAL
L2	4407 W 19TH AVE	126801010196002	26/08/30	1.5	RURAL REMOTE	RURAL COMMERCIAL
L3	230708 E SR 397	126801000037000	26/08/30	.66	RURAL REMOTE	RURAL COMMERCIAL
L4	230804 E SR 397	126801010044001	26/08/30	1.21	RURAL REMOTE	RURAL COMMERCIAL
L5	230904 E SR 397	126801010044002	26/08/30	1.04	RURAL REMOTE	RURAL COMMERCIAL

NORTH

R-REM

#126802010094003
R-REMOTE

R-REM

R-REM

R-REM

SEPARATION BETWEEN DIFFERENT COMP PLAN DESIGNATIONS

R-IND

SEPARATION BETWEEN DIFFERENT COMP PLAN DESIGNATIONS

R-REM

#126801012126002
R-REMOTE

#126801000022000
R-REMOTE

R-REM

R-REM

#126801000016000
R-REMOTE

R-REM

#126801000014000
R-REMOTE

#126801000036000
R-REMOTE

R-REM

R-REM

#126801000028000
R-REMOTE

R-REM

R-REM

#126801000021000
R-REMOTE

L1

L2

L3

L4

L5

#126801010044003
R-REMOTE

R-REM

#126801000001000
R-INDUSTRIAL

#126801000029000
R-INDUSTRIAL

SR 397

SEPARATION BETWEEN DIFFERENT COMP PLAN DESIGNATIONS

0' 150' 300' 450'

1" = 150'

RECEIVED
NOV 4 2020
Benton Co. Planning Dept.

KNUTZEN ENGINEERING
5401 RIDGELINE DR.
SUITE 160
KENNEWICK, WA 99338
1-509-222-0959
www.knutzenengineering.com

CADFILE: 20085 CPA Exhibit

FINLEY SELF STORAGE CPA
CPA MAP
KENNEWICK, WA

DESIGN	DWW
APPD	PTK
DATE	04/29/20
NO.	SK01

Planning Department
(509) 786-5612
P.O. Box 910
Prosser, WA 99350

www.co.benton.wa.us
planning.department@co.benton.wa.us
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway

PCM 1.12

SEPA ENVIRONMENTAL CHECKLIST

File No. EA_____

A. BACKGROUND

1. Name of proposed project, if applicable: Finley Self Storage Comprehensive Plan Amendment

2. Name of applicant: Knutzen Engineering, Contact:

3. Address and phone number of applicant and contact person: 5401 Ridgeline Dr Ste#160, Kennewick WA
   Phone number: (509) 222-0959

4. Date checklist prepared: 10/12/2020

5. Agency requesting checklist: Benton County

6. Proposed timing or schedule (including phasing, if applicable): 2021 CPA review schedule

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

Yes, the mini storage property wants to expand and construct more storage buildings. Parcel #126801010196002. The same properties will be rezoned to General Commercial pending CPA approval.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. None.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. None known.

10. List any government approvals or permits that will be needed for your proposal, if known.

A comprehensive plan amendment and re-zone reviewed by Benton County.

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.

Five parcels currently designated Rural Remote are requesting a Comprehensive Plan Amendment to be designated Rural Commercial. This will allow more opportunities for the land owners of said five parcels. The five parcels are a total of 5.91 acres in area. These same five parcels will be re-zoned to General Commercial.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The project includes five Benton County parcels: 126801010196001, 126801010196002, 126801000037000, 126801010044001, and 126801010044002.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (circle one): N/A

Flat Rolling Hilly Steep Slopes Mountainous

Other _____

b. What is the steepest slope on the site (approximate percent slope)? N/A

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

N/A

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

N/A

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. N/A

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

N/A

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? N/A

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: N/A

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. N/A

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.
N/A

c. Proposed measures to reduce or control emissions or other impacts to air, if any: N/A

3. Water

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. N/A

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters?

   If yes, please describe and attach available plans. N/A

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.
N/A

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. N/A

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. N/A

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. N/A

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.
N/A

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.
N/A

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. N/A

2) Could waste materials enter ground or surface waters? If so, generally describe. N/A

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

N/A

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: N/A

4. Plants

a. Check the types of vegetation found on the site:

- ____ Deciduous tree *(alder, maple, aspen, other)*
- ____ Evergreen tree *(fir, cedar, pine, other)*
- ____ Shrubs
- ____ Grass
- ____ Pasture
- ____ Crop or grain
- ____ Orchards, vineyards or other permanent crops
- ____ Wet soil plants *(cattail, buttercup, bullrush, skunk cabbage, other)*
- ____ Water plants *(water lily, eelgrass, milfoil, other)*
- ____ Other types of vegetation

b. What kind and amount of vegetation will be removed or altered? N/A

c. List threatened and endangered species known to be on or near the site. N/A

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: N/A

e. List all noxious weeds and invasive species known to be on or near the site. N/A

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: birds: hawk, heron, eagle, songbirds, other; mammals: deer, bear, elk, beaver, other; fish: bass, salmon, trout, herring, shellfish, other. N/A

b. List any threatened and endangered species known to be on or near the site. N/A

c. Is the site part of a migration route? If so, explain. N/A

d. Proposed measures to preserve or enhance wildlife, if any: N/A

e. List any invasive animal species known to be on or near the site. N/A

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. N/A

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.
N/A

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: N/A

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.
N/A

1) Describe any known or possible contamination at the site from present or past uses. N/A

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project

area and in the vicinity. N/A

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

N/A

4) Describe special emergency services that might be required. N/A

5) Proposed measures to reduce or control environmental health hazards, if any: N/A

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? N/A

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. N/A

3) Proposed measures to reduce or control noise impacts, if any: N/A

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. N/A

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? N/A

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: N/A

c. Describe any structures on the site. N/A

d. Will any structures be demolished? If so, what? N/A

e. What is the current zoning classification of the site? N/A

f. What is the current comprehensive plan designation of the site? N/A

g. If applicable, what is the current shoreline master program designation of the site? N/A

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. N/A

i. Approximately how many people would reside or work in the completed project? N/A

j. Approximately how many people would the completed project displace? N/A

k. Proposed measures to avoid or reduce displacement impacts, if any: N/A

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: N/A

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: N/A

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low income housing. N/A

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low income housing. N/A

c. Proposed measures to reduce or control housing impacts, if any: N/A

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? N/A

b. What views in the immediate vicinity would be altered or obstructed? N/A

c. Proposed measures to reduce or control aesthetic impacts, if any: N/A

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

N/A

b. Could light or glare from the finished project be a safety hazard or interfere with views? N/A

c. What existing off-site sources of light or glare may affect your proposal? N/A

d. Proposed measures to reduce or control light and glare impacts, if any: N/A

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? N/A

b. Would the proposed project displace any existing recreational uses? If so, describe. N/A

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: N/A

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.

N/A

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. N/A

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. N/A

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. N/A

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. N/A

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? N/A

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? N/A

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).
N/A

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. N/A

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as

commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? N/A

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. N/A

h. Proposed measures to reduce or control transportation impacts, if any: N/A

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. N/A

b. Proposed measures to reduce or control direct impacts on public services, if any. N/A

16. Utilities

a. Circle utilities currently available at the site: N/A

electricity natural gas water refuse service telephone sanitary sewer system other

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

N/A

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Paul Knutzen

Name of Signee Paul Knutzen

Position and Agency/Organization President / Knutzen Engineering

Date Submitted: 10/27/2020

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(**IT IS NOT NECESSARY** to use this sheet for project actions)

- Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.
- When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise? It is not expected that development authorized by the proposed Comprehensive Plan Amendment would result in any increase of discharge to water, emissions to air, production, storage, or release of toxic or hazardous substances, or production of noise.

a. Proposed measures to avoid or reduce such increases are: Development in Benton County must comply with all current land use and environmental permitting requirements.

2. How would the proposal be likely to affect plants, animals, fish, or marine life? The proposed amendment and rezone is not expected to affect plants, animals, fish or marine life.

a. Proposed measures to protect or conserve plants, animals, fish, or marine life are: None.

3. How would the proposal be likely to deplete energy or natural resources? The proposed amendment change and rezone is not expected to result in additional depletion of energy or natural resources.

a. Proposed measures to protect or conserve energy and natural resources are: None.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

The proposed Comprehensive Plan Amendment and rezone is not expected to affect environmentally sensitive areas or areas designated for governmental protection.

a. Proposed measures to protect such resources or to avoid or reduce impacts are: None.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans? The proposal will allow for commercial uses on the listed properties. The change from Rural Remote to Rural Commercial will allow for continued improvements to be made to the existing businesses on the properties.

a. Proposed measures to avoid or reduce shoreline and land use impacts are: None.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposal may increase demands on transportation as well as public services and utilities if further commercial development occurs.

a. Proposed measures to reduce or respond to such demand(s) are: Further development will increase tax revenue for the County to maintain the increase in demand of public services and utilities.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment. The proposed Comprehensive Plan Amendment and rezone would not conflict with local, state or federal laws or requirements for the protection of the environment. Any future commercial development as a result of this Amendment will be licensed and permitted according to Benton County and Washington State policies and laws.

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.13

Determination of Non-Significance

Proponent: Dalton Walker/Knutzen Engineering
5401 Ridgeline Dr. Ste. #160
Kennewick WA 99337

File No. EA 2020-031

Project Description: Comprehensive Plan Amendment (CPA 2021-001) proposes a change in the land use designation from Rural Remote to Rural Commercial for five parcels in the Finley rural area. The Comprehensive Plan Amendment will also revise and update *Figure 5 - 2017 Periodic Update Land Use Designations Map* in *Appendix A* of the *Benton County Comprehensive Plan* and if necessary other tables and text in the Plan that may refer to the current use or designation of the property. A rezone of the property from Rural Lands 5 Acre and Light Industrial zoning designation to General Commercial zoning designation will be applied for after the Comprehensive Plan Amendment process is completed.

Project Location: Five parcels located between Lechelt Road and SR 397 in the Finley rural area. Parcels 126801010196001, 126801010196002, 126801000037000, 126801010044001, and 126801010044002 are in the Northwest Quarter of Section 26, Township 8 North, Range 30 East, W.M. Parcels are addressed as 230006 through 230904 E State Route 397.

Jurisdiction: Benton County, Washington

Lead Agency: Benton County Planning Division

Threshold Determination: The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under WAC 197-11-340(2) the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by April 14, 2021.

Administrative appeals of threshold determinations of non-significance are not allowed.

SEPA Responsible Official: Greg J. Wendt
Position/Title: Community Development Department Director
Address: P.O. Box 910, Prosser WA 99350

Date: March 31, 2021

Greg J. Wendt, Director

DISTRIBUTION:

Applicant
Benton County Building Office
Department of Natural Resources -Ellensburg
Department of Natural Resources - Olympia
Benton Clean Air Authority
Benton County Engineer
Benton-Franklin Dist. Health Department
Department of Transportation
Washington State Department of Health
Department of Ecology - Olympia
Department of Ecology - Yakima
Benton County Fire Marshal
Dept. of Fish and Wildlife
Bureau of Reclamation
Bureau of Land Management
Fire District # 1
Futurewise
Department of Archaeology/Historic Preservation
Tom Price-Environmental Review Inc.
Columbia Irrigation Dist.
Dept. of Commerce

Donna Hutchinson

From: Clark Posey
Sent: Thursday, April 1, 2021 9:19 AM
To: Donna Hutchinson
Subject: RE: EA 2020-031 Agency Review

EA- 2020-031 DNS for Comp Plan Amendment CPA 2021-001; Finley Self Storage Comprehensive Plan Amendment

Proponent:
Dalton Walker/Knutzen Engineering

Fire Marshal has no comments for the proposed EA- 2020-031 DNS for Comp Plan Amendment CPA 2021-001;
Parcels 126801010196001, 126801010196002, 126801000037000, 126801010044001, and
126801010044002. All parcels located in the Northwest Quarter of Section 26, Township 8 North, Range 30 East, W.M.

Thank you,

Clark

From: Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Sent: Wednesday, March 31, 2021 11:48 AM
To: john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; sydney.hanson@dahp.wa.gov; Dept. of Archaeology and Historic Preservation - SEPA Review (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Dept. of Ecology <SEPAUNIT@ecy.wa.gov>; Dept. of Ecology <crosepacoordinator@ecy.wa.gov>; Dept. of Ecology SEPA Register <separegister@ecy.wa.gov>; Dept. of Fish and Wildlife-Mark Teske <Mark.Teske@dfw.wa.gov>; Dept. of Fish and Wildlife, Eric Bartrand <bartrelb@dfw.wa.gov>; Dept. of Fish and Wildlife, Michael W. Ritter <rittemwr@dfw.wa.gov>; Dept. of Fish and Wildlife-SEPA Review (SEPADesk@dfw.wa.gov) <SEPADesk@dfw.wa.gov>; Dept. of Natural Resources (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; Dept. of Natural Resources <dnrmisepacenter@dnr.wa.gov>; Dept. of Natural Resources-Shafer (ana.shafer@dnr.wa.gov) <ana.shafer@dnr.wa.gov>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Dept. of Transportation- Paul G <Gonsetp@wsdot.wa.gov>; Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; Alison@futurewise.org; Futurewise <tim@futurewise.org>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Tom Price-Environmental Review Inc. (envreview@gmail.com) <envreview@gmail.com>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper

(SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; William Simpson, Dept. of Commerce (William.simpson@commerce.wa.gov) <William.simpson@commerce.wa.gov>; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Rod Worthington <Rod.Worthington@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>; BLM_OR_SP_Mail@blm.gov; Columbia Irrigation District (CID@columbiairrigation.com) <CID@columbiairrigation.com>
Subject: RE: EA 2020-031 Agency Review

The Benton County Planning Department has prepared the attached DNS in accordance with the State Environmental Policy Act regulation. This DNS is being circulated for review by all agencies with jurisdiction. We are circulating it for comments on the environmental impacts of this action. We appreciate your review of the proposal and return of comments no later than April 14, 2021. This proposal will not be acted upon before that time. Please send your comment via email to planning.department@co.benton.wa.us

Donna Hutchinson
Office Assistant IV
Community Development
Dept. - Planning Division
P.O. Box 910
Prosser, WA 99350
509-786-5612

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Prosser: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350. Due to COVID 19 the Prosser Courthouse is currently closed to the public. Please contact us by email or phone.
Kennewick: The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

Donna Hutchinson

From: Cristina Woods
Sent: Wednesday, March 31, 2021 1:52 PM
To: Donna Hutchinson
Subject: RE: EA 2020-031 Agency Review

Good afternoon

Public Works has no comments.

Thank you

Cristina Woods, MS • *Engineering Tech III*
Benton County Public Works
102206 Wiser Parkway , WA, 99338
cristina.woods@co.benton.wa.us
(509) 786-5611

From: Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Sent: Wednesday, March 31, 2021 11:48 AM
To: john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; sydney.hanson@dahp.wa.gov; Dept. of Archaeology and Historic Preservation - SEPA Review (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Dept. of Ecology <SEPAUNIT@ecy.wa.gov>; Dept. of Ecology <crosepacoordinator@ecy.wa.gov>; Dept. of Ecology SEPA Register <separegister@ecy.wa.gov>; Dept. of Fish and Wildlife-Mark Teske <Mark.Teske@dfw.wa.gov>; Dept. of Fish and Wildlife, Eric Bartrand <bartrelb@dfw.wa.gov>; Dept. of Fish and Wildlife, Michael W. Ritter <rittemwr@dfw.wa.gov>; Dept. of Fish and Wildlife-SEPA Review (SEPADesk@dfw.wa.gov) <SEPADesk@dfw.wa.gov>; Dept. of Natural Resources (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; Dept. of Natural Resources <dnrmisepacenter@dnr.wa.gov>; Dept. of Natural Resources-Shafer (ana.shafer@dnr.wa.gov) <ana.shafer@dnr.wa.gov>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Dept. of Transportation- Paul G <Gonsetp@wsdot.wa.gov>; Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; Alison@futurewise.org; Futurewise <tim@futurewise.org>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Tom Price-Environmental Review Inc. (envreview@gmail.com) <envreview@gmail.com>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; William Simpson, Dept. of Commerce (William.simpson@commerce.wa.gov) <William.simpson@commerce.wa.gov>; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Rod Worthington <Rod.Worthington@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>; BLM_OR_SP_Mail@blm.gov; Columbia Irrigation District (CID@columbiairrigation.com) <CID@columbiairrigation.com>
Subject: RE: EA 2020-031 Agency Review

The Benton County Planning Department has prepared the attached DNS in accordance with the State Environmental Policy Act regulation. This DNS is being circulated for review by all agencies with jurisdiction. We are circulating it for comments on the environmental impacts of this action. We appreciate your review of the proposal and return of comments no later than April 14, 2021. This proposal will not be acted upon before that time. Please send your comment via email to planning.department@co.benton.wa.us

Donna Hutchinson
Office Assistant IV
Community Development
Dept. - Planning Division
P.O. Box 910
Prosser, WA 99350
509-786-5612

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Prosser: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350. Due to COVID 19 the Prosser Courthouse is currently closed to the public. Please contact us by email or phone.
Kennewick: The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

EXHIBIT LIST FOR CPA 2021-003/EA 2020-035
Comprehensive Plan Amendment

			DATED
Planning Commission Memo Exhibit List - MAY 11, 2021			
PCM 1 Includes:	PCM 1.1	Staff Report	November 4, 2020
	PCM 1.2	CPA Application for Farmworker Housing Language	November 24, 2020
	PCM 1.3	Comp Plan Pages showing proposed lang. changes	November 24, 2020
	PCM 1.4	CPA Housekeeping Amendment Application to correct the Comp. Plan land use designation on Figure 5	November 28, 2020
	PCM 1.5	Site Map showing Current Comp. Plan Designations	March 30, 2021
	PCM 1.6	Site Map showing Current Zoning Designations	March 29, 2021
	PCM 1.7	Comp. Plan Appendix A Map Folio Figure 5-Land Use Designation Map	April 28, 2021
	PCM 1.8	Benton County Comp. Plan 2021 Docket	January 20, 2021
	PCM 1.9	Notice of Public Hearing	March 19, 2021
	PCM 1.10	Dept. of Commerce letter re: 60 day Notice of Intent to Adopt Amendments	March 31, 2021
		SEPA INFORMATION	
	PCM 1.11	Environmental Checklist EA 2020-031	November 18, 2021
	PCM 1.12	Determination of Non Significance	March 30, 2021
		COMMENTS	
	PCM 1.13	Benton County Public Works	March 31, 2021
	PCM 1.14	Kennewick Irrigation District	April 14, 2021
Board of County Commissioners Memo Exhibit List - June 8, 2021			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	May 12, 2021
	BCCM 1.2	Draft Resolution	
	BCCM 1.3	PC Recommendation, FOF & Conclusions	May 11, 2021
	BCCM 1.4	Vicinity Map showing current Comp. Plan of area needing correction to Map Folio Figure 5	May 19, 2021
	BCCM 1.5	Vicinity Map showing current zoning of area needing correction to Map Folio Figure 5	May 19, 2021
	BCCM 1.6	Board of County Commissioners Legal Notice	May 19,2021
	BCCM 1.7	Planning Commission Audio Recording	May 11, 2021

The Exhibit Numbers are found in the Top Right Hand Corner of each document.
PCM = Planning Commission Memo Exhibits
PCH = Planning Commission Hearing Exhibits
BCCM = County Commissioner Memo Exhibits

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 8, 2021 **Memo Date:** May 12, 2021
Subject:	**Public Hearing** on File No. CPA 2021-003 A Comprehensive Plan Amendment to amend four sections of the Benton County Comprehensive Plan, removing text references to farm worker housing and a correction of a mapping error on the County's Land Use Map, reflecting a Rural Industrial designation upon six parcels in the Finley rural area.
Presenter:	Greg Wendt and Brian Malley
Prepared By:	Brian Malley
Reviewed By:	Greg Wendt

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☒ Pass Motion
☒ Public Hearing	☒ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Planning Division and the Planning Commission are forwarding Comprehensive Plan amendment (PCM 1.1 to 1.14) to the Board of County Commissioners with a recommendation for approval. The proposed amendment removes reference to farm worker housing within four (4) sections of the Benton County Comprehensive Plan, including:

1. Goals and Policies Section, 2.7 – Housing
2. Housing Element, Sections 6.2 - Existing Conditions
3. 6.4.2 - Housing Types (Farm Labor Housing)
4. 6.4.2- Housing Types (Multiple Detached Dwellings)

The amendment seeks to clarify that farm worker housing is available in all zoning districts which allow residential dwelling units and that farm worker housing is a form of ordinary domestic occupation that is to be permitted on the same terms as any other permitted residential use in the County which meets the allowed density of the respective zone. Further, this amendment recognizes that RCW 70.114A provides additional opportunities for migrant and season farm labor housing on rural worksites in Benton County.

This application also proposes a correction to a mapping error on the County's Land Use Map, *Appendix A, Figure 5 - 2017 Periodic Update Land Use Designation Map*. Six parcels (126801000014000, 126801000036000, 126801000035000, 126801000033000, 126801000034000, 126801010044003) in the Finley rural area were inadvertently labeled with an incorrect land use designation during the 2017 update to the Comprehensive Plan. This proposal seeks to rectify this error and change the land use designation back to Rural Industrial to ensure consistency between the adopted Benton County Official Zoning Map A-4 and the Comprehensive Plan as the parcels are all currently zoned Heavy Industrial (HI).

The Planning Commission held a public hearing on May 11, 2021 considering the request. The Planning Commission, after taking testimony and discussion among the Commission members, voted to forward a recommendation for approval of the proposed amendments subject to nine (9) findings of fact.

Fiscal Impact

None Known at this time.

Recommendation

It is the recommendation of the Benton County Planning Division and the Benton County Planning Commission that the Board of County Commissioners adopt the Planning Commission findings of fact as their own and approve CPA 2021-003 with the suggested nine (9) Findings of Fact.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's Findings and Conclusions as our own and approve CPA 2021-003 for an amendment to four (4) sections of the Benton County Comprehensive Plan as reflected in PCM 1.3 and approve a correction to *Appendix A, Map Folio-Figure 5, Land Use Designation Map* (PCM 1.7) for six (6) contiguous parcels from Rural Remote to Rural Industrial as reflected in BCCM 1.4 and 1.5.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: AMENDMENT TO THE BENTON COUNTY COMPREHENSIVE PLAN, REMOVING TEXT REFERENCES TO FARM WORKER HOUSING AND A CORRECTION OF A MAPPING ERROR ON THE COMPREHENSIVE PLAN LAND USE DESIGNATION MAP, REFLECTING A RURAL INDUSTRIAL DESIGNATION UPON SIX (6) PARCELS IN THE FINLEY RURAL AREA, FILE NO. CPA 2021-003, APPLICANT: BENTON COUNTY PLANNING DIVISION.

WHEREAS, on February 13, 2018, the Benton County Commissioners adopted the Benton County Comprehensive Plan; and,

WHEREAS, Washington State Planning law requires continuing review and evaluation of the Comprehensive Plan pursuant to RCW 36.70A.130 (1)(a); and,

WHEREAS, the Benton County Code in Chapter 16.14 provides the Planning Director the ability to apply to amend the Comprehensive Plan; and

WHEREAS, an application for CPA 2021-003 was submitted on November 24, 2020, was deemed a complete application on November 25, 2020 and the Comprehensive Plan Amendment Docket which included CPA 2021-003 was published on January 20, 2021; and,

WHEREAS, the proposal has been reviewed under the requirements of RCW 43.21C(SEPA) and a Determination of Non-Significance was issued on March 30, 2021; and,

WHEREAS, the amendments concerning farm worker housing are intended to clarify that farm worker housing is available in all zoning districts that allow residential dwelling units, and that regardless of whether a business is placing workers, farm worker housing is a form of ordinary domestic occupation that is to be permitted on the same terms as any other permitted residential use in the County which meets the allowed density of the respective zone; and,

WHEREAS, the legal notice for the Planning Commission Open Record Hearing was published on April 28, 2021 and those property owners within 300 feet of the proposal were given notice of the Planning Commission Open Record Hearing by mail on April 28, 2021; and,

WHEREAS, the Benton County Planning Commission did conduct a public hearing on May 11, 2021, at 6:00 p.m., by virtual and telephonic meeting, to review and receive written and oral testimony with reference to Comprehensive Plan Amendment (CPA) 2021-003, a proposal to amend four (4) sections of the Benton County Comprehensive Plan removing textual references to farm worker housing and a proposal to correct the land use designation on *Appendix A, Map Folio-Figure 5, Land Use Designation Map* from Rural Remote to Rural Industrial, on six (6) contiguous parcels located south of Lechelt Road and north of SR 397, described as follows: Parcel numbers 1-2680-100-0014-000, 1-2680-100-0036-000, 1-2680-100-0035-000, 1-2680-100-0033-000, 1-2680-100-0034-000, and 1-2680-101-0044-003, in Section 26, Township 8 North, Range 30 East; and,

WHEREAS, the Benton County Planning Commission at the conclusion of its public hearing conducted on May 11, 2021, voted to recommend approval of CPA 2021-003 to the Board of Commissioners; and,

WHEREAS, the Open Record Hearing before the Board of County Commissioners was set for June 8, 2021, and the legal notice for said hearing was published in the Prosser Record Bulletin on May 26, 2021 and was mailed to property owners within 300 feet of the proposal; and,

WHEREAS, the Planning Commission forwarded its written findings, conclusions and recommendations concerning this matter to the Board of Commissioners on May 27, 2021; and,

WHEREAS, the Board of County Commissioners did conduct an open record hearing on Tuesday, June 8, 2021, at 9.00 a.m. in the Commissioners Meeting Room, Third Floor, Courthouse, Prosser, WA to consider the above proposed Comprehensive Plan Amendment; and,

WHEREAS, the Board of County Commissioners at the Open Record Hearing on June 8, 2021 received into evidence the Planning Commission record as noted above and Exhibits BCCM 1.1 through BCCM 1.7; and,

WHEREAS, the Board finds that proper legal notification, public hearing and review have been made; and,

WHEREAS, after consideration of the above mentioned request and review of the Planning Commission record, staff analysis and memos, and all written and oral comments submitted at the public hearing, the Board of County Commissioners adopts the Planning Commission's findings (located in the CPA 2021-003 file in the Planning department) as their own, and it appears to be in the public's best interest to approve the request; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby approves Comprehensive Plan Amendment CPA 2021-003 to amend four (4) sections of the Benton County Comprehensive Plan, removing textual references to farm worker housing within the following sections:

1. Goals and Policies Section, 2.7 – Housing
2. Housing Element, Sections 6.2 - Existing Conditions
3. 6.4.2 - Housing Types (Farm Labor Housing)
4. 6.4.2- Housing Types (Multiple Detached Dwellings)

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby approves Comprehensive Plan Amendment CPA 2021-003 to change the land use designation from Rural Remote to Rural Industrial on six (6) contiguous parcels located south of Lechelt Road and north of SR 397, identified as Parcels: 1-2680-100-0014-000, 1-2680-100-0036-000, 1-2680-100-0035-000, 1-2680-100-0033-000, 1-2680-100-0034-000, and 1-2680-101-0044-003, in Section 26, Township 8 North, Range 30 East. and that the Benton County Comprehensive Plan *Appendix A, Map Folio-Figure 5, Land Use Designation Map* (PCM 1.3) be changed to reflect said land use designation.

Dated this 8th day of June 2021.

_____
Chairman of the Board

_____
Member

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

Attest.....
Clerk of the Board

BM/djh

BCCM 1.3

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: Comprehensive Plan Amendment to amend four sections of the Benton County Comprehensive Plan, removing text references to farm worker housing and correcting a mapping error on the County's Land Use Map, reflecting a Rural Industrial designation upon six parcels in the Finley rural area.

File No. CPA 2021-003

RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

CPA 2021-003: A proposal by Benton County Planning Division to amend text within four (4) sections of the Benton County Comprehensive Plan. The amended sections focus on language associated with farm worker housing and include:

1. Goals and Policies Section, 2.7 – Housing
2. Housing Element, Sections 6.2 - Existing Conditions
3. 6.4.2 - Housing Types (Farm Labor Housing)
4. 6.4.2- Housing Types (Multiple Detached Dwellings)

The proposed amendments seek to clarify that farm worker housing is available in all zoning districts which allow residential dwelling units and that farm worker housing is a form of ordinary domestic occupation that is to be permitted on the same terms as any other permitted residential use in the County which meets the allowed density of the respective zone. Further, this amendment recognizes that RCW 70.114A provides additional opportunities for migrant and season farm labor housing on rural worksites in Benton County.

This application also proposes a correction to a mapping error on the County's Land Use Map, *Appendix A, Figure 5 - 2017 Periodic Update Land Use Designation Map*. Six parcels (126801000014000, 126801000036000, 126801000035000, 126801000033000, 126801000034000, 126801010044003) in the Finley rural area were inadvertently labeled with an incorrect land use designation during the 2017 update to the Comprehensive Plan. The six parcels have historically been mapped as Rural Industrial on the County's Land Use Map. During the 2017 update, these parcels were inadvertently labeled and adopted as Rural Remote. This proposal seeks to rectify this error and change the land use designation back to Rural Industrial to ensure consistency between the adopted Benton County Official Zoning Map A-4 and the Comprehensive Plan as the parcels are all currently zoned Heavy

Industrial (HI).

The six subject parcels are located in the Finley rural area, south of Lechelt Road and north of SR 397 in Section 26, Township 8 North, Range 30 East. The proposal is hereby recommended to be **approved**. This action is based upon the following findings pursuant to RCW 36.70A.

LEGAL DESCRIPTION

The area that is proposed to be amended to Rural Commercial designation is made up of six (6) contiguous parcels which are generally described as follows:

Portions of the northeast quarter of Section 26, Township 8 North, Range 30 East, W.M., Benton County, Washington, more specifically those parcels numbered: 126801000014000, 126801000036000, 126801000035000, 126801000033000, 126801000034000, and 126801010044003. The contiguous parcels are located south of Lechelt Road and north of SR 397.

RESOLUTION

WHEREAS, the Legal notification pursuant to RCW 36.70A.130 was given on January 20, 2021 in the Prosser Record Bulletin; and,

WHEREAS, the public hearing was held on May 11, 2021 at 6:00 p.m., through a virtual hearing setting; and,

WHEREAS, the following members were present, Martin Sheeran, Curtis Wills, Brian Skeels, Leo Perales, Tammara McKeirnan, Marjorie Kaspar, and Lloyd Coughlin; and,

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted six members in favor, with one member absent to recommend approval of a Comprehensive Plan amendment CPA 2021-003, by Benton County Planning Division amending text associated with farm worker housing within four (4) sections of the Benton County Comprehensive Plan and correcting a mapping error on the County's Land Use Map, *Appendix A, Figure 5 - 2017 Periodic Update Land Use Designation Map*, to reflect a Rural Industrial designation on six (6) contiguous parcels located south of Lechelt Road and north of SR 397.

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

FINDINGS AND CONCLUSIONS

Plan Amendment Consistency with the Growth Management Act (RCW 36.70A), the Benton

County Comprehensive Plan, and the Benton Countywide Planning Policies, (per BCC 16.14.080):

1. The application submittal, public notice, and procedural steps for this application is in compliance with Benton County Code Chapter 16.14 Amendments to the Benton County Comprehensive Plan;
    a. The application for CPA 2021-003 was submitted to the Benton County Planning Division November 24, 2020.
    b. Legal notification for the 2021 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 20, 2021.
    c. An Environmental Checklist (EA 2020-035) was submitted on November 24, 2020 and a Determination of Non-Significance was issued on March 30, 2021 with a 14-day comment period.
    d. The application was declared complete for processing on November 25, 2020.
    e. The application documents were distributed to reviewing agencies on March 31, 2021.
    f. The application documents were provided Washington State Department of Commerce, through their online submittal system, on March 31, 2021, initiating their 60-day review.
    g. Legal notification for the Planning Commission public hearing was published on April 28, 2021 in the Prosser Record Bulletin.
    h. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on April 28, 2021.
    i. A public hearing was held before the Planning Commission on May 11, 2021.
    j. The Benton County Planning Department analyzed the application for consistency with the Growth Management Act, the Benton County Comprehensive Plan, and the County-Wide Planning Policies, and other regulations adopted by Benton County as applicable.
2. The application submittal, eligibility, public notice, and procedural steps for CPA 2021-003 is consistent with *Benton County Code (BCC) Chapter 16.14 Amendments to the Benton County Comprehensive Plan.*
3. The application for CPA 2021-003 is consistent with the *Benton County Comprehensive Plan, 1.7 Amendments to this Comprehensive Plan.*
4. The application for CPA 2021-003 is consistent with the goals and policies of the Benton County Comprehensive Plan:
    a. Section 2.2 Land Use

LU Goal 1: Ensure that land uses are compatible with surrounding uses that maintain public health, safety, and general welfare.

Policy 1: Maintain a mix of land uses that supports the character of each rural community.

Policy 3: Maximize the opportunities for compatible development within land use designations to serve a multitude of compatible uses and activities.

b. Goals and Policies Section, 2.7 - Housing
HE Goal 2: Adequate housing should be available to meet the housing needs for the existing and projected population.

CPA 2021-003 proposes to delete/strike text with specific reference to farm worker housing found within HE Goal 2, Policy 3, as follows:

~~Policy 3: Enable the provision of farm worker housing by and for the agricultural community~~.

c. Section 2.6 Economic Development
ED Goal 3: Provide areas for the location of light and environmentally acceptable heavy industrial uses, while minimizing impacts on surrounding rural uses.

Policy 4: Identify diverse industrial land uses in the Plan and locate these uses where minimal environmental impact occurs.

5. The application for CPA 2021-001 is consistent with the *Benton County Comprehensive Plan, 3 Land Use Element:*

a. Section 3.3.3.1 Industrial Land Use Designations
Rural Industrial is intended for a wide range of industrial land uses including light and heavy industrial uses. These lands require access and infrastructure for heavy industrial uses, rail and waterborne transportation access are critical. Other important criteria include separation of such land from residential and commercial uses and availability of large acreages for outside storage and maneuvering of trucks and rail equipment. Industrial lands play a key role in the local and regional economy by offering manufacturing and various other types of jobs.

6. The application for CPA 2021-001 is consistent with the Growth Management Act (GMA) – RCW 36.70A, including RCW 36.70A.011, RCW 36.70A.020, RCW 36.70A.106, and RCW 36.70A.130.

7. Comprehensive Plan Amendment application CPA 2021-003 proposes text amendments to four (4) sections of the Benton County Comprehensive Plan. The amended sections focus on language associated with farm labor housing and includes:

   a. Goals and Policies Section, 2.7 – Housing;

   b. Housing Element, Sections 6.2 - Existing Conditions;

   c. 6.4.2 - Housing Types (Farm Labor Housing); and

   d. 6.4.2- Housing Types (Multiple Detached Dwellings)

8. Comprehensive Plan Amendment application CPA 2021-003 seeks to clarify that farm worker housing is available in all zoning districts which allow residential dwelling units and that farm worker housing is a form of ordinary domestic occupation that is to be permitted on the same terms as any other permitted residential use in the County which meets the allowed density of the respective zone. Further, this amendment recognizes that RCW 70.114A provides additional opportunities for migrant and season farm labor housing on rural worksites in Benton County.

9. Comprehensive Plan Amendment application CPA 2021-003 proposes to correct a mapping error on the County's Land Use Map, Appendix A, Figure 5 - 2017 Periodic Update Land Use Designation Map. Six parcels were inadvertently labeled with an incorrect land use designation during the 2018 update to the Comprehensive Plan. The six parcels have historically been mapped as Rural Industrial on the County's Land Use Map. During the 2018 update, these parcels were inadvertently labeled and adopted as Rural Remote. This proposal seeks to rectify this error and change the land use designation back to Rural Industrial to ensure consistency between the adopted Benton County Official Zoning Map A-4 and the Comprehensive Plan as the parcels are all currently zoned Heavy Industrial (HI). The six parcels are located in the Finley rural area, south of Lechelt Road and north of SR 397 in Section 26, Township 8 North, Range 30 East.

   a. The subject parcels proposed to be corrected are addressed as 230105, 230505, 230905, and 231205 E. Lechelt Rd. and 231204 E. SR 397, Kennewick, WA 99337. The parcels are located northwest of the intersection of Piert Road and SR 397.

b. Parcel Numbers: 1-2680-100-0014-000, 1-2680-100-0036-000, 1-2680-100-0035-000, 1-2680-100-0033-000, 1-2680-100-0034-000, and 1-2680-101-0044-003

c. The properties collectively comprise approximately 6.54 acres.

d. Correcting the mapping error will bring existing uses into conformance with their zoning district (Heavy Industrial), including AD Engineering. Further, the Rural Industrial designation will assist in facilitating the ability for the existing businesses to expand in the future

A majority of the Planning Commission members find that all of the facts set forth in the Planning Department Staff Report dated April 22, 2021 are accurate. Supporting documents have been considered and addressed.

THEREFORE, BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through its chairman adopts these findings and conclusions with respect to File No. CPA 2021-003, and hereby recommends APPROVAL to the Board of County Commissioners for an amendment to the Benton County Comprehensive Plan amending four (4) sections of the Benton County Comprehensive Plan as shown in PCM 1.3. The amended sections focus on language associated with farm worker housing and include:

1. Goals and Policies Section, 2.7 – Housing
2. Housing Element, Sections 6.2 - Existing Conditions
3. 6.4.2 - Housing Types (Farm Labor Housing)
4. 6.4.2- Housing Types (Multiple Detached Dwellings)

Additionally, a recommendation of APPROVAL is given to correct the Benton County Comprehensive Plan Land Use Designation Map for Parcels 126801000014000, 126801000036000, 126801000035000, 126801000033000, 126801000034000, and 126801010044003 from Rural Remote to Rural Industrial and that the Benton County Comprehensive Plan *Appendix A, Map Folio-Figure 5, Land Use Designation Map* be changed to reflect the recommendation of the Planning Commission.

5/11/2021

MARTIN SHEERAN, Chairman Dated
BENTON COUNTY PLANNING COMMISSION

2.7 Housing

HE Goal 1: Provide for a variety of residential uses and densities consistent with the rural character and lifestyles and a choice of housing types for people of all income levels.

Policy 1: Include a variety of dwelling unit types and densities within the rural housing stock.

Policy 2: Allow and regulate manufactured homes in the same way as site-built homes.

Policy 3: Work with Cities to provide housing for all economic segments of the population and seek to create the conditions necessary for the construction of affordable housing at appropriate densities within each of the jurisdiction types (i.e., rural and urban).

Policy 4: Follow RCW 36.70A.350 with regard to approving urban densities located outside of urban growth boundaries and outside of existing Rural Community Center areas, unless they are encompassed by the expansion of an existing UGA.

Policy 5: Locate higher than rural densities in appropriate areas within the Rural Community Center areas, Rural Transition Areas, or adjacent to the communities of Finley, Plymouth, Paterson, and Whitstran, per the adopted Land Use Map.

Policy 6: Keep plan provisions for the location of rural residential development consistent with preserving agricultural lands and maintaining the rural lifestyles of the County while also minimizing conflicts with commercial agricultural activities.

Policy 7: Consider accessory dwelling units as an affordable housing option and look for flexible and innovative ways of integrating accessory dwelling units into single family residential zones.

HE Goal 2: Adequate housing should be available to meet the housing needs for the existing and projected population.

Policy 1: Preserve existing, viable, rural residential areas and protect single-family residential areas from incompatible land uses.

Policy 2: Allow new housing in the unincorporated County consistent with densities maintained in the Land Use Element and map.

~~Policy 3: Enable the provision of farm worker housing by and for the agricultural community.~~

2.8 Transportation Element

TE Goal 1: Provide safe, convenient, efficient, economic, and multi-modal transportation networks compatible with the rural character and which serve the transportation demands consistent with the Land Use Element, and all other relevant provisions of the Comprehensive Plan.

6 Housing Element

6.1 Introduction

The Housing element is integrated with the other elements of the Comprehensive Plan. A full understanding of the County's housing policy and plans should include a study of these elements.

The GMA planning goals for housing are as follows:

- Encourage the availability of housing to all economic segments of the population
- Promote a variety of residential densities and housing types
- Encourage the preservation of existing housing stock

The Housing element includes an inventory and analysis of existing and projected housing needs within the County. Chapter 2 of the Comprehensive Plan identifies goals and policies for the preservation, improvement, and development of housing. Chapter 3: Land Use provides analysis to identify sufficient land for multiple housing choices to meet the projected needs of all economic segments of the County.

6.2 Existing Conditions

The 2015 American Community Survey data indicate 71,473 housing units currently exist in the entire Benton County, including cities (U.S. Census Bureau 2015). Unincorporated information is also provided below, along with a breakdown for cities. About 68 percent of the housing units are owner-occupied and 32 percent renter-occupied (Table 6-1).

Table 6-1
Benton County Housing Types and Occupancy

	Estimate in 2015	Percent
Total Housing units	71,473	100.00
Occupied housing units	67,430	94.00
Vacant housing units	4,043	6.00
Owner-occupied housing units	45,508	67.50
Renter-occupied housing units	21,922	32.50
Unit types		
1-unit, detached	44,599	62.40
1-unit, attached	1,953	2.70
2 units	2,889	4.00
3 or 4 units	2,776	3.90
5 to 9 units	3,479	4.90
10 to 19 units	3,431	4.80

	Estimate in 2015	Percent
20 or more units	4,509	6.30
Mobile home	7,648	10.70
Boat, RV, van, and other	189	0.30

Source: American Community Survey (U.S. Census Bureau 2015)

The average countywide household size in Benton County has slightly increased from 2.68 persons in 2000 to 2.72 in 2016. ~~Despite the variety of housing types in Benton County, there continues to be a need for farm worker housing in the rural areas of the unincorporated County where the farm worker population seasonally increases each year.~~ Table 6-2 below indicates the distribution of housing in the cities and unincorporated areas.

Table 6-2
Existing Housing Units

Jurisdiction	2000	2015
Benton County (total)	55,963	71,473
City of Kennewick	22,043	29,356
City of Richland	16,454	22,130
City of Prosser	1,781	2,301
City of West Richland	3,094	4,530
City of Benton City	1,022	1,194
Total Units Incorporated	**44,394 (79%)**	**59,511 (83%)**
Total Units Unincorporated	**11,569 (21%)**	**11,962 (17%)**

Source: U.S. Census Bureau (2000, 2015)

6.2.1 Affordability

The term affordable, when used with regard to housing, is usually relative to a specific economic segment of the population. According to the U.S. Department of Housing and Urban Development, families who pay more than 30 percent of their income for housing are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation, and medical care. The 2015 Census data indicate approximately 22 percent of the County's housing units cost over 30 percent of the owner's monthly income. The 2015 Census data also indicate median income for Benton County is $60,251 (Table 6-3).

6.4.2 *Housing Types*

Affordable Housing Types. Factory Assembled Structures and mobile homes offer housing alternatives suitable to low-income and moderate-income groups as well as senior citizens. Factory assembled structures are designed, made off site, and assembled on site. This process helps reduce building material and construction costs. Quality Factory Assembled Structures can be placed on a parcel for approximately 70 percent of the cost of a comparably sized site built structure. As technology improves, factory assembled structures can be designed to closely resemble site-built homes. In addition, when placed in mobile home parks or subdivisions, Factory Assembled Structures can offer reduced land and infrastructure costs.

Factory Assembled Structures are a major source of affordable housing in Benton County. They meet Housing and Urban Development standards, which make it possible for buyers to get loans to purchase with little or no down payment. This is a very attractive option for those with little savings to buy site-built homes.

Accessory Dwelling Units. The zoning code permits the establishment of additional living quarters within single family residences to permit persons who, due to a disability or an infirmity, require the assistance of friends, relatives, or a professional nurse to remain in their home and for persons related to the occupant. These units help meet the needs of the disabled, infirm, or elderly in need of assisted care and are currently allowed by ordinance in all residential zones and the agricultural zoning district of Benton County.

The County plans to review its zoning code for provisions to allow accessory dwelling units in its single-family residential zones in addition to its current code provision of allowing accessory dwelling units for disabled, infirm, or elderly residents.

Farm Labor Housing. ~~Provisions for seasonal housing for farm workers are provided in the GMA Agriculture designation. Housing for farm laborers may include apartments, cabins, factory assembled structures, bunkhouses, tents, or recreational vehicles maintained or temporarily located in connection with farm work.~~ Farm labor housing is available in all zoning districts that allow residential dwelling units, and, further, the County recognizes that RCW 70.114A provides additional opportunities for migrant and seasonal farm labor housing in Benton County.

Planned Developments. PD developers are offered flexibility in project design and site planning, which can allow for a higher quality development and improved affordability. PDs are generally characterized by flexible site requirements, which focus on overall project design rather than lot by lot design, efficiency in the provision of utilities, and common open space.

Multiple Detached Dwellings. Under the current BCC, the Planning Administrator may approve up to four detached dwellings on an individual lot provided the proposed use complies with all

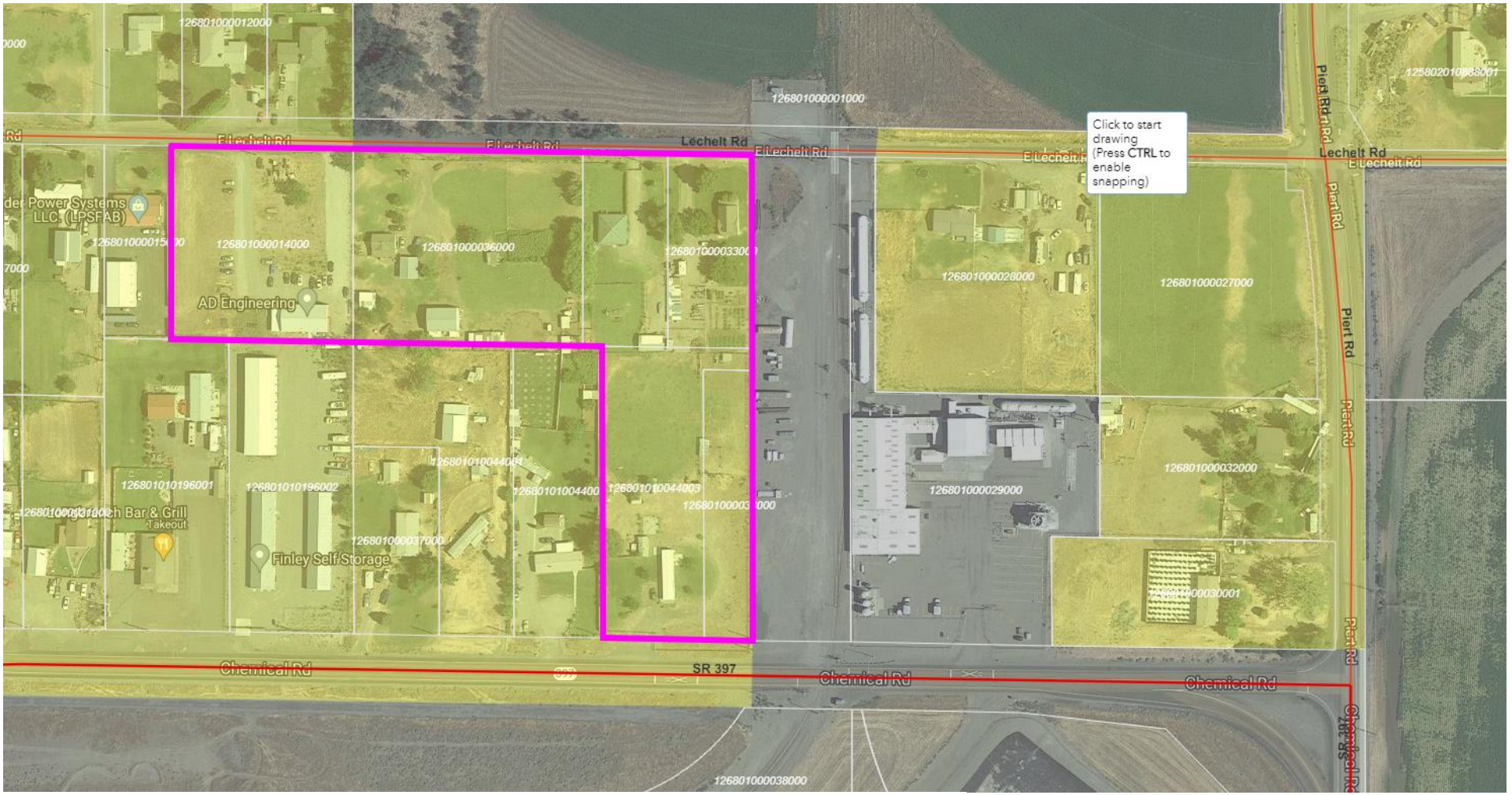
applicable Benton Franklin Health District, Department of Health and Social Services, and Ecology requirements, as well as the density requirements of the Comprehensive Plan. The multiple dwellings provision allows for supervision of elderly or infirmed family members, ~~farm worker housing~~, and other flexible living arrangements.

Temporary Dwellings. All residential and agricultural districts permit temporary dwellings. These types of housing are also approved with or without conditions by the Planning Administrator. They may be approved in cases of personal hardship and to suit the needs of the agricultural community on a temporary basis. Because such hardships or needs are personal and generally transitory, it is determined that the approval of temporary dwellings do not constitute a long-term land use commitment that would conflict with the County's Comprehensive Plan.

6.4.3 Development Review Process

In addition to land use policies, the County development review process will be periodically evaluated for efficiency and customer service improvement opportunities. Periodic reviews to improve efficiency and service can help reduce housing development costs and may also encourage developers to use the policy and regulatory features of the Comprehensive Plan which is designed to encourage affordable housing.

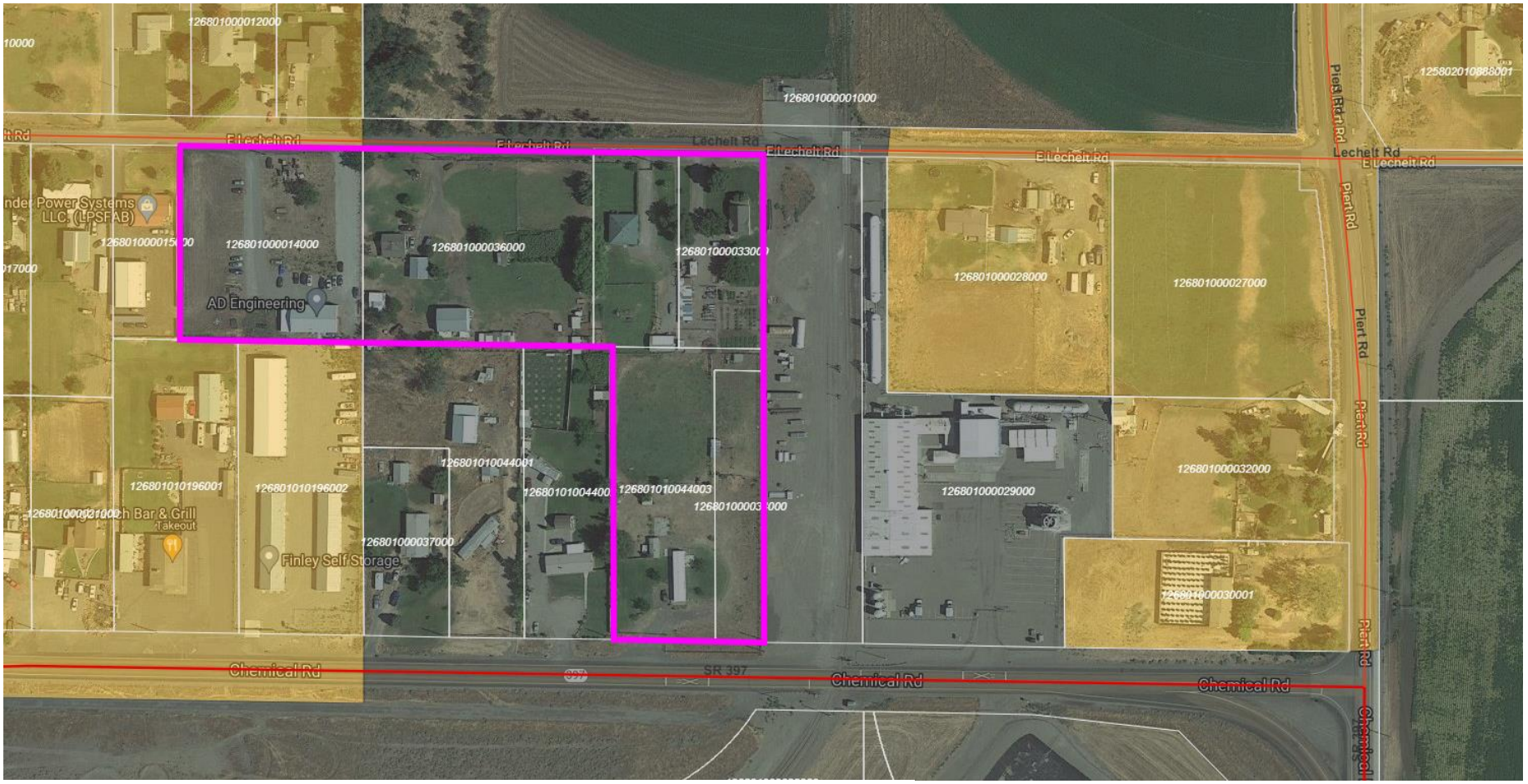
CPA 2021-003
Current 2021 Comprehensive Plan Land Use Designation
May 19, 2021



5/19/2021, 3:03:36 PM

CompPlan	Road	
RURAL INDUSTRIAL	Paved County Road	Parcels_and_Assess
RURAL REMOTE	State Route	

CPA 2021-003
Current 2021 Zoning Designation
May 19, 2021



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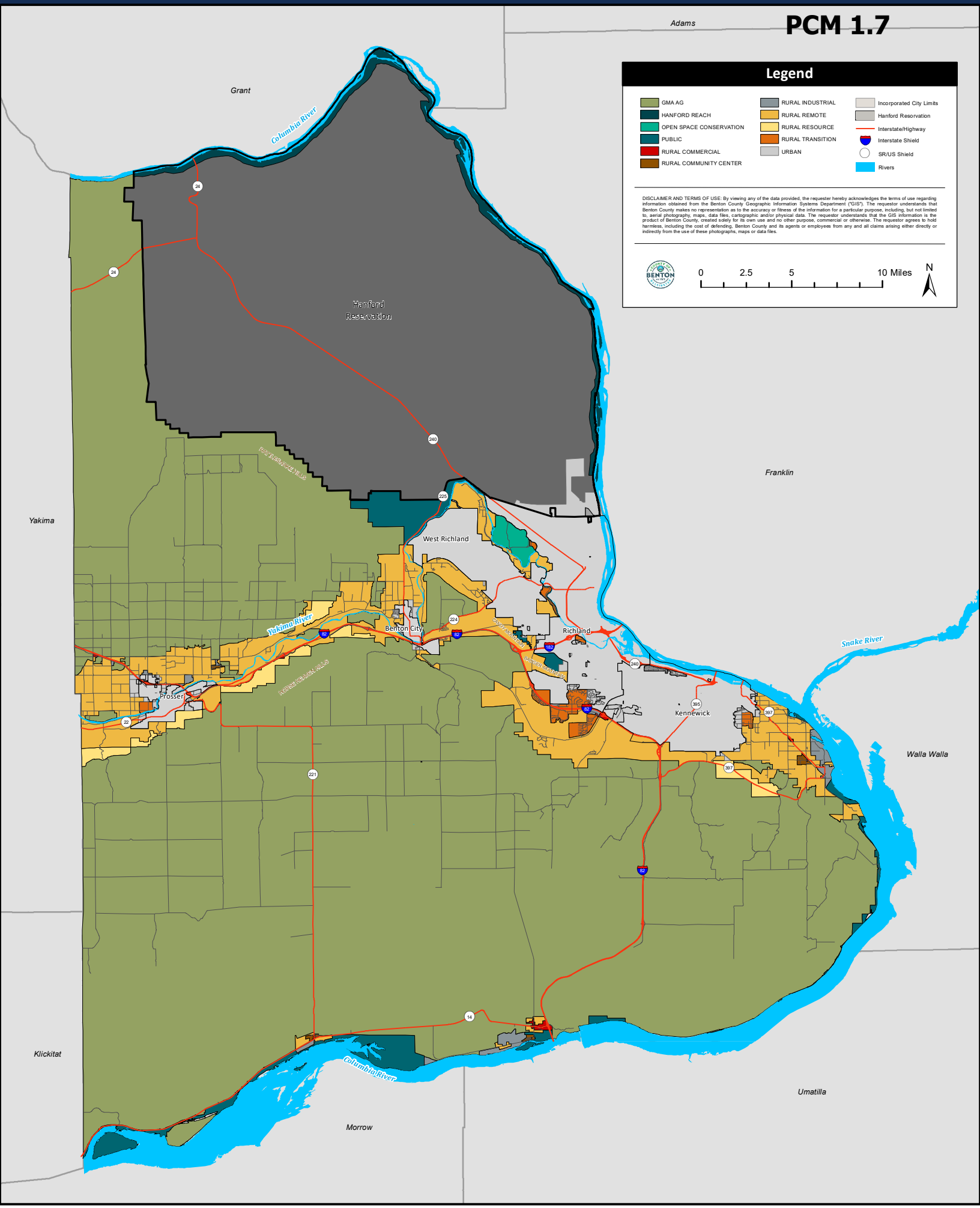
Road
- Paved County Road
- State Route

Parcels_and_Assess

Zoning
- RL-5
- HEAVY INDUSTRIAL

Figure 5: Future/Proposed Land Use Designations Map - Benton County Comprehensive Plan Update Appendix A: Map Folio / April 2021 Draft



Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
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NOTICE OF PUBLIC HEARINGS

NOTICE OF HEARINGS before the Board of County Commissioners, in the matter of the proposed 2021 annual amendments to the Benton County Comprehensive Plan; pursuant to Washington State Planning Law RCW 36.70A.130.

NOTICE IS HEREBY GIVEN that public comment will be taken on amendments to the Benton County Comprehensive Plan on Tuesday, June 8, 2021 at 9:00 a.m., in the Commissioners Meeting Room, Third Floor, Courthouse, Prosser, **in person and via a virtual meeting format** (see below for more information). Proposed amendments are as follows:

CPA 2021-001 - A proposal by Dalton Walker-Knutzen Engineering, requesting a change in the land use designation from Rural Remote to Rural Commercial on five parcels located in the Finley rural area between Lechelt Road and SR 397, in the Northwest Quarter of Section 26, Township 8 North, Range 30 East, W.M.

CPA 2021-003 - A proposal by Benton County for a text amendment to the Goals and Policies Section, 2.7-Housing, and to the Housing Element, Sections 6.2-Existing Conditions and 6.4.2-Housing Types amending the wording of farm worker housing and an amendment to correct an omission to the boundary of the Rural Industrial land use designation to include six parcels in the Finley rural area located south of Lechelt Road and north of SR 397 in Section 26, Township 8 North, Range 30 East, amending Appendix A, Figure 5 - 2017 Periodic Update Land Use Designation Map.

CPA 2021-004 - A proposal by 5D Development requesting a change in the land use designation from Rural Industrial to Rural Commercial on Lots 1 and 2 of short plat 3669 located off E. Detrick PR SE and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M.

NOTICE IS FURTHER GIVEN that the proposed Comprehensive Plan Amendments have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on March 30, 2021 for CPA 2021-003 and March 31, 2021 for CPA 2021-001 and 2021-004. Accordingly, Environmental Impact Statements were not required on any of these proposals. Any comments regarding these determinations and the environmental impacts of the proposals can be made at the Board of County Commissioners Hearing using the method noted below or in writing to the Benton County Planning Division by 3 p.m. on Monday June 7, 2021.

To continue to provide citizens access to public meetings, Benton County **in addition to in person attendance**, will also be providing telephonic and video access for the public to view and provide testimony at public meetings. If you choose to join the meeting telephonically, we ask that you please limit background noise or mute your line to prevent any unnecessary

interruption to the meeting. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181.

Comments regarding the proposed amendments or SEPA determinations of the proposals may also be submitted in writing to the Benton County Planning Division; P.O. Box 910, Prosser, WA 99350 or via email to planning.department@co.benton.wa.us by 3 p.m. Monday, June 7, 2021. No individual with a disability shall be denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at a public meeting, please contact the Benton County Planning Division at least ten days prior to the meeting date to make arrangements for special needs.

At this hearing, the Board of County Commissioners may approve, or disapprove the amendments. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated this 19th day of May 2021.

JEROME DELVIN, Chairman
Board of County Commissioners

Greg Wendt, Director
Community Development Department

PUBLISH: May 26, 2021

BCCM 1.7

The Audio recording of the Benton County Planning Commission is available by accessing the May 11th Planning Commission meeting on the County Website under the Agendas and Minutes page.

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
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PCM 1.1

STAFF REPORT TO THE
BENTON COUNTY PLANNING COMMISSION

FILE NO:	CPA 2021-003 *(Comprehensive Plan Amendment)*
MEMO DATE:	April 22, 2021
HEARING DATE:	May 11, 2021
APPLICANT:	Benton County Planning Division, P.O. Box 910, Prosser, WA 99350.
OWNERS:	N/A
LOCATION:	N/A
PROPERTY SIZE:	N/A
AREA TO BE USED:	N/A
LAND USE:	N/A
ZONING:	N/A
COMP PLAN:	N/A
STAFF RECOMMENDATION:	Planning Division staff recommends that the Planning Commission forward to the Board of County Commissioners a recommendation to approve Benton County Comprehensive Plan Amendment CPA 2021-003, subject to nine (9) findings of fact.

APPLICATION DESCRIPTION:

Comprehensive Plan Amendment application CPA 2021-003 (PCM 1.1) proposes text amendments to four (4) sections of the Benton County Comprehensive Plan. The amended sections focus on language associated with farm worker housing and include:

1. Goals and Policies Section, 2.7 – Housing
2. Housing Element, Sections 6.2 - Existing Conditions
3. 6.4.2 - Housing Types (Farm Labor Housing)
4. 6.4.2- Housing Types (Multiple Detached Dwellings)

The proposed amendments seek to clarify that farm worker housing is available in all zoning districts which allow residential dwelling units and that farm worker housing is a form of ordinary domestic ocCPAation that is to be permitted on the same terms as any other permitted residential use in the County which meets the allowed density of the respective zone. Further, this

amendment recognizes that RCW 70.114A provides additional opportunities for migrant and season farm labor housing on rural worksites in Benton County.

This application also proposes a correction to a mapping error on the County's Land Use Map, *Appendix A, Figure 5 - 2017 Periodic Update Land Use Designation Map*. (PCM 1.4) Six parcels (126801000014000, 126801000036000, 126801000035000, 126801000033000, 126801000034000, 126801010044003) in the Finley rural area were inadvertently labeled with an incorrect land use designation during the 2017 update to the Comprehensive Plan (PCM 1.5 and 1.6). The six parcels have historically been mapped as Rural Industrial on the County's Land Use Map. During the 2017 update, these parcels were inadvertently labeled and adopted as Rural Remote. This proposal seeks to rectify this error and change the land use designation back to Rural Industrial to ensure consistency between the adopted Benton County Official Zoning Map A-4 and the Comprehensive Plan as the parcels are all currently zoned Heavy Industrial (HI).

The six subject parcels are located in the Finley rural area, south of Lechelt Road and north of SR 397 in Section 26, Township 8 North, Range 30 East.

PUBLIC NOTICE:

1. Legal notification for the 2021 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 20, 2021 (PCM 1.11).

2. The application for CPA 2021-003 was submitted to the Benton County Planning Division November 24, 2020 (PCM 1.2 and PCM 1.4).

3. The application was declared complete for processing on November 25, 2020.

4. An Environmental Checklist (EA 2020-035) (PCM 1.12) was submitted on November 24, 2021 and a Determination of Non-Significance (PCM 1.13) was issued on March 30, 2021 with a 14 day comment period.

5. The application documents were distributed to reviewing agencies on March 31, 2021.

6. The application documents were provided Washington State Department of Commerce on March 31, 2021, through their online submittal system, initiating their 60-day review (PCM 11.10).

7. Legal notification for the Planning Commission public hearing was published on April 28, 2021 in the Prosser Record Bulletin (PCM 1.9)

8. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on April 28, 2021.

9. The Planning Commission public hearing is scheduled for May 11, 2021.

STATE ENVIRONMENTAL POLICY ACT:

CPA 2021-003 has been reviewed under the requirements of the State Environmental Policy Act, and a Determination of Non-Significance (DNS) (PCM 1.13) was issued on March 30, 2021 with a

14-day comment period ending on April 14, 2021. Copies of the Environmental Checklist (PCM 1.12), the Determination of Non-Significance (PCM 1.13), and the comments received from reviewing agencies are attached to this memorandum (PCM 1.14 and 1.15).

APPLICABLE STANDARDS/ORDINANCES:

1. Benton County Code (BCC) 16.14.030, Comprehensive Plan – Amendments - Persons Eligible to Request Amendments - Applications.

2. Benton County Code (BCC) 16.14.040, Comprehensive Plan – Amendments - Public Notice of Deadline for Submittal of Complete Applications.

3. Benton County Code (BCC) 16.14.050, Comprehensive Plan – Amendments - Application Period.

4. Benton County Code (BCC) 16.14.060, Comprehensive Plan – Amendments - Documentation required for a complete application.

5. Benton County Code (BCC) 16.14.080, Comprehensive Plan – Amendments - Procedural Steps for Review of Proposed Amendments.

6. Benton County Comprehensive Plan, 1.7 Amendments to this Comprehensive Plan.

7. Benton County Comprehensive Plan, 2 Goals and Policies.

8. Benton County Comprehensive Plan, 3 Land Use Element.

9. Benton County Comprehensive Plan, 3.5 Countywide Planning Policies.

10. Benton County Comprehensive Plan, 6 Housing Element.

11. Growth Management Act (GMA) – RCW 36.70A, including RCW 36.70A.011, RCW 36.70A.020, RCW 36.70A.106, and RCW 36.70A.130.

    Revised Code of Washington
    RCW 36.70A.011, Rural Lands

    RCW 36.70A.020, Planning Goals

    RCW 36.70A.106, Comprehensive Plans – Development regulations – Transmittal to state – Amendments – Expedited review

    RCW 36.70A.130, Comprehensive Plans – Review procedures and scheduled - Amendments

12. Benton County Code Chapter 6.35 Environmental Policy

AGENCY COMMENTS:

1. The application documents were distributed to the following reviewing agencies on March 31, 2021.

   a. News Media
   b. Benton County Building Division
   c. Benton County Fire Marshal
   d. Dept. of Natural Resources - Olympia
   e. Dept. of Natural Resources - Ellensburg
   f. Benton Clean Air Authority
   g. Bureau of Reclamation
   h Benton County Public Works
   i. City of Kennewick
   j. City of Richland
   k City of Benton City
   l. City of Prosser
   m. City of West Richland
   n Benton-Franklin Dist. Health Dept.
   o. Kennewick Irrigation District
   p. Kiona Irrigation District
   q. Benton Irrigation District
   r Badger Mountain Irrigation District
   s. Columbia Irrigation District
   t Sunnyside Valley Irrigation District
   u. Roza Irrigation District
   v. Washington State Department of Transportation
   w. Port of Benton
   x. Port of Kennewick
   y Washington State Department of Health
   z. Department of Ecology - Olympia
   aa. Department of Ecology - Yakima
   bb. Corps of Engineers
   cc. Fire District # 1
   dd. Fire District # 2
   ee. Fire District# 3
   ff. Fire District# 4
   gg. Fire District# 5
   hh. Fire District# 6
   ii. Bureau of Land Management
   jj. Dept. of Fish and Wildlife
   kk. Dept. of Arch. & Historic Preservation
   ll. Futurewise
   mm. Department of Commerce
   nn. Ben Franklin Transit
   oo. Benton-Franklin Council of Governments
   pp. Yakima Indian Nation

2. Agency comments were received from:

a. Benton County Public Works
b. Kennewick Irrigation District

CRITERIA FOR FINDINGS OF FACT:

1. Benton County Code (BCC) 16.14.030, Comprehensive Plan – Amendments - Persons Eligible to Request Amendments - Applications.

   (b) Applications to amend any other portion of the County's Comprehensive Plan can be submitted at the direction of the Benton County Planning Commission, Benton County Board of Commissioners, the Benton County Planning Director, any owner of property in unincorporated Benton County seeking an amendment that only affects that person's property, any resident of unincorporated Benton County supported by signatures of ten (10) residents of unincorporated Benton County, or any general or special purpose local governmental entity operating in Benton County pursuant to an adopted resolution of its legislative body or board of directors.

2. Benton County Code (BCC) 16.14.040, Comprehensive Plan – Amendments - Public Notice Deadline for Submittal of Complete Application.

   (a) Prior to October 1st of each year, the Planning Department shall place legal notices in the official county newspaper announcing the December 1st deadline for submitting complete applications for amendments to the Comprehensive Plan.

3. Benton County Code (BCC) 16.14.050, Comprehensive Plan – Amendments - Application Period.

   (a) Subject to the exceptions found in RCW 36.70A.130(2)(a) and 36.70A.130(2)(b), applications to amend the Comprehensive Plan shall only be accepted between October 1st and December 1st of any year, and all applications will be considered concurrently by the Board of County Commissioners in the calendar year that follows the year in which the application is submitted.

4. Benton County Code (BCC) 16.14.060, Amendments to the Benton County Comprehensive Plan – Amendments - Documentation required for a complete application.

   (a) Within fourteen (14) days after receiving an application for amendment to the Comprehensive Plan, the County Planning Department shall review the application and place in the mail or personally deliver a written determination addressed to the applicant stating that the application is complete or that the application is incomplete and identifying what is necessary to make the application complete.

   (b) All applications for amendment to the Comprehensive Plan must provide all information requested on the application form and include the following documentation:

      (1) a completed environmental checklist in accordance with the State Environmental Policy Act (SEPA);

(2) an application fee as set by resolution of the Board of County Commissioners;

(3) a textual and graphic description of the requested Comprehensive Plan amendment which shall identify the specific portions of the Plan proposed for amendment;

(4) an explanation of why the amendment is being proposed; and

(5) the signature of the person or persons eligible to make the application as set forth in BCC 16.14.030.

5. Benton County Code (BCC) 16.14.080, Comprehensive Plan – Amendments - Procedural Steps for Review of Proposed Amendments.

(a) The Planning Department will initiate review of complete applications by listing them in a posted legal notice along with the State Environmental Policy Act (SEPA) review dates. Analysis of each application for consistency with the Washington State Growth Management Act and the Comprehensive Plan, including the adopted County-wide Planning Policies, will be conducted and summarized in a staff report. The Planning Department shall also make a recommendation to the Planning Commission for approval or denial of each application.

(b) The Planning Commission will conduct at least one open record public hearing on the applications and forward a recommendation for approval or denial of each application to the Board.

(c) The Board of County Commissioners will conduct at least one open record public hearing on the applications prior to approving, approving with modifications and/or conditions, or denying the applications.

6. Benton County Comprehensive Plan, 1.7 Amendments to this Comprehensive Plan.

Amendments to the Comprehensive Plan are legislative actions requiring County Commissioners' approval. Amendments must be approved as prescribed by the GMA. With a few exceptions, they cannot be considered more often than once per year and in accordance with specific procedures. Major updates occur by legislative action on an 8-year cycle as established by RCW 36.70A.130 (4)(c).

Amendments can be requested by the County or by private individuals. Multiple applications for amendments will be considered in a single legislative review process in order to evaluate the potential cumulative effect of the requests. All amendment requests require a public hearing with the Planning Commission, which then makes a recommendation to the County Commission. The County Commission will approve or deny the amendments in a public hearing. Public involvement with this process is required and encouraged through direction of the County Public Participation Plan.

Annual amendments will address the issues of major or minor land use classification changes; changes to the goals, policies, and text of the Comprehensive Plan; changes to supporting data and implementation; changes to the Land Use Maps; and changes to the inventories and technical documents.

7. Benton County Comprehensive Plan, 2 Goals and Policies.

Section 2.2 Land Use
LU Goal 1: Ensure that land uses are compatible with surrounding uses that maintain public health, safety, and general welfare.

Policy 1: Maintain a mix of land uses that supports the character of each rural community.

Policy 3: Maximize the opportunities for compatible development within land use designations to serve a multitude of compatible uses and activities.

Section 2.6 Economic Development
ED Goal 3: Provide areas for the location of light and environmentally acceptable heavy industrial uses, while minimizing impacts on surrounding rural uses.

Policy 3: Identify diverse industrial land uses in the Plan and locate these uses where minimal environmental impact occurs.

Section 2.7 Housing
HE Goal 2: Adequate housing should be available to meet the housing needs for the existing and projected population.

8. Benton County Comprehensive Plan, 3 Land Use Element.

Section 3.3.3.1 Industrial Land Use Designations
Rural Industrial is intended for a wide range of industrial land uses including light and heavy industrial uses. These lands require access and infrastructure for heavy industrial uses, rail and waterborne transportation access are critical. Other important criteria include separation of such land from residential and commercial uses and availability of large acreages for outside storage and maneuvering of trucks and rail equipment. Industrial lands play a key role in the local and regional economy by offering manufacturing and various other types of jobs.

9. Growth Management Act, RCW 36.70A, including RCW 36.70A.011, RCW 36.70A.020, RCW 36.70A.106, and RCW 36.70A.130.

Revised Code of Washington
RCW 36.70A.011, Rural Lands

RCW 36.70A.020, Planning Goals

RCW 36.70A.106, Comprehensive Plans – Development regulations – Transmittal to state – Amendments – Expedited review

RCW 36.70A.130, Comprehensive Plans – Review procedures and scheduled – Amendments

10. Benton County Code Chapter 6.35 Environmental Policy, WAC 197-11, and RCW 43.21C.120.

As provided in this section and in WAC 197-11-350, the responsible official may issue a determination of non-significance (DNS) based on conditions attached to the proposal by the responsible official or on changes to, or clarifications of, the proposal made by the applicant.

RECOMMENDATION

The Benton County Planning Division recommends that the Planning Commission forward a recommendation of approval for the text changes associated with farm labor housing and the correction to Appendix A, Figure 5- Land Use Designation Map to the Benton County Board of Commissioners for application CPA 2021-003, with the following suggested findings of fact and motion.

SUGGESTED FINDINGS OF FACT:

The following Findings of Fact are based on comments received up to the date of this staff memo. Any comments received after the completion of this staff memo or submitted during the advertised public hearing for CPA 2021-003 will need to be considered by the Planning Commission and may be added to the suggested Findings of Fact as set forth below. The Planning Commission may decide to adopt these as their own or amend/add to these Findings of Fact after holding the open public hearing.

FINDINGS OF FACT

1. Comprehensive Plan Amendment application CPA 2021-003 proposes text amendments to four (4) sections of the Benton County Comprehensive Plan. The amended sections focus on language associated with farm labor housing and includes:

    a. Goals and Policies Section, 2.7 – Housing;

    b. Housing Element, Sections 6.2 - Existing Conditions;

    c. 6.4.2 - Housing Types (Farm Labor Housing); and

    d. 6.4.2- Housing Types (Multiple Detached Dwellings)

2. Comprehensive Plan Amendment application CPA 2021-003 seeks to clarify that farm worker housing is available in all zoning districts which allow residential dwelling units and that farm worker housing is a form of ordinary domestic occupation that is to be permitted on the same terms as any other permitted residential use in the County which meets the allowed density of the respective zone. Further, this amendment recognizes that RCW 70.114A provides additional opportunities for migrant and season farm labor housing on rural worksites in Benton County.

3. Comprehensive Plan Amendment application CPA 2021-003 proposes to correct a mapping error on the County's Land Use Map, Appendix A, Figure 5 - 2017 Periodic Update Land

Use Designation Map. Six parcels were inadvertently labeled with an incorrect land use designation during the 2018 update to the Comprehensive Plan. The six parcels have historically been mapped as Rural Industrial on the County's Land Use Map. During the 2018 update, these parcels were inadvertently labeled and adopted as Rural Remote. This proposal seeks to rectify this error and change the land use designation back to Rural Industrial to ensure consistency between the adopted Benton County Official Zoning Map A-4 and the Comprehensive Plan as the parcels are all currently zoned Heavy Industrial (HI). The six parcels are located in the Finley rural area, south of Lechelt Road and north of SR 397 in Section 26, Township 8 North, Range 30 East.

a. The subject parcels proposed to be corrected are addressed as 230105, 230505, 230905, and 231205 E. Lechelt Rd. and 231204 E. SR 397, Kennewick, WA 99337. The parcels are located northwest of the intersection of Piert Road and SR 397.

b. Parcel Numbers: 1-2680-100-0014-000, 1-2680-100-0036-000, 1-2680-100-0035-000, 1-2680-100-0033-000, 1-2680-100-0034-000, and 1-2680-101-0044-003

c. The properties collectively comprise approximately 6.54 acres.

d. Correcting the mapping error will bring existing uses into conformance with their zoning district (Heavy Industrial), including AD Engineering. Further, the Rural Industrial designation will assist in facilitating the ability for the existing businesses to expand in the future.

4. Public notice and application requirements have been completed for the Comprehensive Plan Amendment request as follows:

a. Legal notification for the 2021 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 20, 2021.
b. The application for CPA 2021-003 was submitted to the Benton County Planning Division November 24, 2020.
c. An Environmental Checklist (EA 2020-035) (PCM 1.12) was submitted on November 24, 2021 and a Determination of Non-Significance (PCM 1.13) was issued on March 30, 2021 with a 14 day comment period.
c. The application was declared complete for processing on November 25, 2020.
d. The application documents were distributed to reviewing agencies on March 31, 2021.
e. The application documents were provided Washington State Department of Commerce, through their online submittal system, on March 31, 2021, initiating their 60-day review.
f. Legal notification for the Planning Commission public hearing was published on April 28, 2021 in the Prosser Record Bulletin
g. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on April 28, 2021.
h. The Planning Commission public hearing is scheduled for May 11, 2021.

5. The application submittal, eligibility, public notice, and procedural steps for CPA 2021-003

is consistent with *Benton County Code (BCC) Chapter 16.14 Amendments to the Benton County Comprehensive Plan*.

6. The application for CPA 2021-003 is consistent with the *Benton County Comprehensive Plan, 1.7 Amendments to this Comprehensive Plan*.

7. The application for CPA 2021-003 is consistent with the goals and policies of the Benton County Comprehensive Plan:

   a. Section 2.2 Land Use
   LU Goal 1: Ensure that land uses are compatible with surrounding uses that maintain public health, safety, and general welfare.

   Policy 1: Maintain a mix of land uses that supports the character of each rural community.

   Policy 3: Maximize the opportunities for compatible development within land use designations to serve a multitude of compatible uses and activities.

   b. Goals and Policies Section, 2.7 - Housing
   HE Goal 2: Adequate housing should be available to meet the housing needs for the existing and projected population.

   CPA 2021-003 proposes to delete/strike text with specific reference to farm worker housing found within HE Goal 2, Policy 3, as follows:

   ~~Policy 3: Enable the provision of farm worker housing by and for the agricultural community~~.

   c. Section 2.6 Economic Development
   ED Goal 3: Provide areas for the location of light and environmentally acceptable heavy industrial uses, while minimizing impacts on surrounding rural uses.

   Policy 4: Identify diverse industrial land uses in the Plan and locate these uses where minimal environmental impact occurs.

8. The application for CPA 2021-003 is consistent with the *Benton County Comprehensive Plan, 3 Land Use Element*:

   a. Section 3.3.3.1 Industrial Land Use Designations
   Rural Industrial is intended for a wide range of industrial land uses including light and heavy industrial uses. These lands require access and infrastructure for heavy industrial uses, rail and waterborne transportation access are critical. Other important criteria include separation of such land from residential and commercial uses and availability of large acreages for outside storage and maneuvering of trucks and rail equipment. Industrial lands play a key role in the local and regional economy by offering manufacturing and various other types of jobs.

9. The application for CPA 2021-003 is consistent with the Growth Management Act (GMA) – RCW 36.70A, including RCW 36.70A.011, RCW 36.70A.020, RCW 36.70A.106, and RCW 36.70A.130.

SUGGESTED MOTION

I move that the Planning Commission forward a recommendation for approval subject to the nine (9) Findings of Fact listed in the Staff Report dated April 22, 2021 for Application CPA 2021-003 for the text changes to the Goals and Policies Section, 2.7 – Housing, the Housing Element, Sections 6.2 - Existing Conditions; 6.4.2 - Housing Types (Farm Labor Housing), and 6.4.2- Housing Types (Multiple Detached Dwellings associated with farm labor housing and the correction of the land use designation back to Rural Industrial on Appendix A, Figure 5- Land Use Designation Map (parcels 126801000014000, 126801000036000, 126801000035000, 126801000033000, 126801000034000, 126801010044003) to the Benton County Board of Commissioners for application CPA 2021-003,to the Benton County Board of Commissioners, and that the Chairman along with the Secretary of the Planning Commission develop written findings for approval and signature of the Planning Commission Chairman.

Planning Department
(509) 786-5612
P.O. Box 910
Prosser, WA 99350

www.co.benton.wa.us
planning.department@co.benton.wa.us
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway

PCM 1.2

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

File No. CPA 2021-003

1. NAME OF APPLICANT: Benton County Planning Department

MAILING ADDRESS: PO Box 910

TELEPHONE: 509-736-3086

CONTACT PERSON: Greg Wendt, Planning Manager

2. LEGAL OWNER(S) OF RECORD, if different from applicant: (Attach additional sheet if necessary.)

Name: N/A

Address: N/A

Phone: N/A

Please answer the following questions, if more space is needed please use attachments.

1. Address, parcel number and legal description of property:

N/A- Application is not site specific; Text change amendment

2. What is the current use of the property?

N/A- Application is not site specific; Text change amendment

3. What is the existing comprehensive plan designation for the area in which the property is located?

N/A- Application is not site specific; Text change amendment

4. What is the proposed use of the property?

N/A- Application is not site specific; Text change amendment

5. State the requested amendment language or proposed plan designation for the property:

See attached

6. Prepare and attach a site map showing the area in which a plan change is being sought: If the amendment requires a map plan change, please show clearly the following: the proposed plan change boundaries, map scale, north arrow, date of preparation, major physical boundaries; both natural and man-made, lying within or adjacent to the affected area (I. e., including but not limited to highways, railroads, rivers, streams, power lines, schools, and other public outbuildings, etc.), section, township and range lines are to be shown and identified If in shoreline area, define existing shorelines area as shown in existing shorelines master plan and indicate the existing environment designation.

7. What are the reasons for the requested amendment include substantial information why the provisions, map designations, etc., of the adopted plan are not sufficient to satisfy the concern that gives rise to the amendment request:

See attached

8. Include information on the availability and location of utilities and roads, means of providing water and waste disposal, schools, parks, and the availability of sheriff and fire protection services:

N/A- Application is not site specific; Text change amendment

9. Please provide supporting information on how the proposal complies with the comprehensive plan amendment evaluation criteria (see attached):

See attached

10. Include any other substantiated information that you feel is necessary or relevant for consideration:

Please use additional pages when required to provide ten (10) resident support signatures:

Applicant's Signature	Greg Wendt Printed Name	11-24-202 Date
Signature of Legal Owner's	Printed Name	Date
Signature of Person with Additional Ownership Interest	Printed Name	Date
Signature of Person with Additional Ownership Interest	Printed Name	Date
Signature of Person with Additional Ownership Interest	Printed Name	Date

ALL persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.

An application fee of $1000.00 must be submitted with this application. **This fee is non- refundable.** Please make check payable to Benton County Treasurer.

MEMO/APPLICATION FORM
COMPREHENSIVE PLAN AMENDMENT

Date: **November 18, 2020**
Case File: **CPA 2021-003**
Benton County Planning Department
Greg Wendt, Planning Manager

Proposal:

To amend the text of the Benton County Comprehensive Plan during the review of Annual Comprehensive Plan Amendment applications cycle. Complete application deadline is December 1, 2020.

The amendment includes the following changes to the following four (4) section of the Benton County Comprehensive Plan:

1. Goals and Policies
   Section 2.7 Housing

   ***The proposal is to remove Policy #3, in Section 2.7 on Page 25 as shown below.**

   HE Goal 2: Adequate housing should be available to meet the housing needs for the existing and projected population.

   Policy 1: *Preserve existing, viable, rural residential areas and protect single-family residential areas from incompatible land uses.*

   Policy 2: *Allow new housing in the unincorporated County consistent with densities maintained in the Land Use Element and map.*

   ~~*Policy 3: Enable the provision of farm worker housing by and for the agricultural community.*~~

2. Housing Element
   Section 6.2 Existing Conditions

   ***Proposal is to modify/remove the text associated with Table 6-1 Benton County Housing Types and Occupancy on Page 93 as shown below.**

   The average countywide household size in Benton County has slightly increased from 2.68 persons in 2000 to 2.72 in 2016. ~~*Despite the variety of housing types in Benton County, there continues to be a need for farm worker housing in the rural areas of the unincorporated County where the farm worker population seasonally increases each year*~~*. Table 6-2 below indicates the distribution of housing in the cities and unincorporated areas.*

3. Housing Element
Section 6.4.2 Housing Types

*Proposal is to remove and replace the language associated with Farm Labor Housing as a Housing Type in Section 6.4.2 on Page 96 as shown below.

Farm Labor Housing. ~~Provisions for seasonal housing for farm workers are provided in the GMA Agriculture designation. Housing for farm laborers may include apartments, cabins, factory assembled structures, bunkhouses, tents, or recreational vehicles maintained or temporarily located in connection with farm work.~~ Farm labor housing is available in all zoning districts that allow residential dwelling units, and, further, the County recognizes that RCW 70.114A provides additional opportunities for migrant and seasonal farm labor housing in Benton County.

4. Housing Element
Section 6.4.2 Housing Types

*Proposal is to remove the text referencing farm worker housing as an example of a Multiple Detached Dwelling (MDD) provision allowance in Section 6.4.2 on Page 97 as shown below.

Multiple Detached Dwellings. *Under the current BCC, the Planning Administrator may approve up to four detached dwellings on an individual lot provided the proposed use complies with all applicable Benton Franklin Health District, Department of Health and Social Services, and Ecology requirements, as well as the density requirements of the Comprehensive Plan. The multiple dwellings provision allows for supervision of elderly or infirmed family members, ~~farm worker housing~~, and other flexible living arrangements.*

The rationale for the amendment is to clarify in the Comprehensive Plan text that farm labor housing is available in all zoning districts that allow residential dwelling units, and, further, the County recognizes that RCW 70.114A provides additional opportunities for migrant and seasonal farm labor housing in Benton County.

2.7 Housing

HE Goal 1: Provide for a variety of residential uses and densities consistent with the rural character and lifestyles and a choice of housing types for people of all income levels.

Policy 1: Include a variety of dwelling unit types and densities within the rural housing stock.

Policy 2: Allow and regulate manufactured homes in the same way as site-built homes.

Policy 3: Work with Cities to provide housing for all economic segments of the population and seek to create the conditions necessary for the construction of affordable housing at appropriate densities within each of the jurisdiction types (i.e., rural and urban).

Policy 4: Follow RCW 36.70A.350 with regard to approving urban densities located outside of urban growth boundaries and outside of existing Rural Community Center areas, unless they are encompassed by the expansion of an existing UGA.

Policy 5: Locate higher than rural densities in appropriate areas within the Rural Community Center areas, Rural Transition Areas, or adjacent to the communities of Finley, Plymouth, Paterson, and Whitstran, per the adopted Land Use Map.

Policy 6: Keep plan provisions for the location of rural residential development consistent with preserving agricultural lands and maintaining the rural lifestyles of the County while also minimizing conflicts with commercial agricultural activities.

Policy 7: Consider accessory dwelling units as an affordable housing option and look for flexible and innovative ways of integrating accessory dwelling units into single family residential zones.

HE Goal 2: Adequate housing should be available to meet the housing needs for the existing and projected population.

Policy 1: Preserve existing, viable, rural residential areas and protect single-family residential areas from incompatible land uses.

Policy 2: Allow new housing in the unincorporated County consistent with densities maintained in the Land Use Element and map.

~~Policy 3: Enable the provision of farm worker housing by and for the agricultural community.~~

2.8 Transportation Element

TE Goal 1: Provide safe, convenient, efficient, economic, and multi-modal transportation networks compatible with the rural character and which serve the transportation demands consistent with the Land Use Element, and all other relevant provisions of the Comprehensive Plan.

6 Housing Element

6.1 Introduction

The Housing element is integrated with the other elements of the Comprehensive Plan. A full understanding of the County's housing policy and plans should include a study of these elements.

The GMA planning goals for housing are as follows:

- Encourage the availability of housing to all economic segments of the population
- Promote a variety of residential densities and housing types
- Encourage the preservation of existing housing stock

The Housing element includes an inventory and analysis of existing and projected housing needs within the County. Chapter 2 of the Comprehensive Plan identifies goals and policies for the preservation, improvement, and development of housing. Chapter 3: Land Use provides analysis to identify sufficient land for multiple housing choices to meet the projected needs of all economic segments of the County.

6.2 Existing Conditions

The 2015 American Community Survey data indicate 71,473 housing units currently exist in the entire Benton County, including cities (U.S. Census Bureau 2015). Unincorporated information is also provided below, along with a breakdown for cities. About 68 percent of the housing units are owner-occupied and 32 percent renter-occupied (Table 6-1).

Table 6-1
Benton County Housing Types and Occupancy

	Estimate in 2015	Percent
Total Housing units	71,473	100.00
Occupied housing units	67,430	94.00
Vacant housing units	4,043	6.00
Owner-occupied housing units	45,508	67.50
Renter-occupied housing units	21,922	32.50
Unit types		
1-unit, detached	44,599	62.40
1-unit, attached	1,953	2.70
2 units	2,889	4.00
3 or 4 units	2,776	3.90
5 to 9 units	3,479	4.90
10 to 19 units	3,431	4.80

	Estimate in 2015	Percent
20 or more units	4,509	6.30
Mobile home	7,648	10.70
Boat, RV, van, and other	189	0.30

Source: American Community Survey (U.S. Census Bureau 2015)

The average countywide household size in Benton County has slightly increased from 2.68 persons in 2000 to 2.72 in 2016. ~~Despite the variety of housing types in Benton County, there continues to be a need for farm worker housing in the rural areas of the unincorporated County where the farm worker population seasonally increases each year.~~ Table 6-2 below indicates the distribution of housing in the cities and unincorporated areas.

Table 6-2
Existing Housing Units

Jurisdiction	2000	2015
Benton County (total)	55,963	71,473
City of Kennewick	22,043	29,356
City of Richland	16,454	22,130
City of Prosser	1,781	2,301
City of West Richland	3,094	4,530
City of Benton City	1,022	1,194
Total Units Incorporated	**44,394 (79%)**	**59,511 (83%)**
Total Units Unincorporated	**11,569 (21%)**	**11,962 (17%)**

Source: U.S. Census Bureau (2000, 2015)

6.2.1 Affordability

The term affordable, when used with regard to housing, is usually relative to a specific economic segment of the population. According to the U.S. Department of Housing and Urban Development, families who pay more than 30 percent of their income for housing are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation, and medical care. The 2015 Census data indicate approximately 22 percent of the County's housing units cost over 30 percent of the owner's monthly income. The 2015 Census data also indicate median income for Benton County is $60,251 (Table 6-3).

6.4.2 *Housing Types*

Affordable Housing Types. Factory Assembled Structures and mobile homes offer housing alternatives suitable to low-income and moderate-income groups as well as senior citizens. Factory assembled structures are designed, made off site, and assembled on site. This process helps reduce building material and construction costs. Quality Factory Assembled Structures can be placed on a parcel for approximately 70 percent of the cost of a comparably sized site built structure. As technology improves, factory assembled structures can be designed to closely resemble site-built homes. In addition, when placed in mobile home parks or subdivisions, Factory Assembled Structures can offer reduced land and infrastructure costs.

Factory Assembled Structures are a major source of affordable housing in Benton County. They meet Housing and Urban Development standards, which make it possible for buyers to get loans to purchase with little or no down payment. This is a very attractive option for those with little savings to buy site-built homes.

Accessory Dwelling Units. The zoning code permits the establishment of additional living quarters within single family residences to permit persons who, due to a disability or an infirmity, require the assistance of friends, relatives, or a professional nurse to remain in their home and for persons related to the occupant. These units help meet the needs of the disabled, infirm, or elderly in need of assisted care and are currently allowed by ordinance in all residential zones and the agricultural zoning district of Benton County.

The County plans to review its zoning code for provisions to allow accessory dwelling units in its single-family residential zones in addition to its current code provision of allowing accessory dwelling units for disabled, infirm, or elderly residents.

Farm Labor Housing. ~~Provisions for seasonal housing for farm workers are provided in the GMA Agriculture designation. Housing for farm laborers may include apartments, cabins, factory assembled structures, bunkhouses, tents, or recreational vehicles maintained or temporarily located in connection with farm work.~~ Farm labor housing is available in all zoning districts that allow residential dwelling units, and, further, the County recognizes that RCW 70.114A provides additional opportunities for migrant and seasonal farm labor housing in Benton County.

Planned Developments. PD developers are offered flexibility in project design and site planning, which can allow for a higher quality development and improved affordability. PDs are generally characterized by flexible site requirements, which focus on overall project design rather than lot by lot design, efficiency in the provision of utilities, and common open space.

Multiple Detached Dwellings. Under the current BCC, the Planning Administrator may approve up to four detached dwellings on an individual lot provided the proposed use complies with all

applicable Benton Franklin Health District, Department of Health and Social Services, and Ecology requirements, as well as the density requirements of the Comprehensive Plan. The multiple dwellings provision allows for supervision of elderly or infirmed family members, ~~farm worker housing~~, and other flexible living arrangements.

Temporary Dwellings. All residential and agricultural districts permit temporary dwellings. These types of housing are also approved with or without conditions by the Planning Administrator. They may be approved in cases of personal hardship and to suit the needs of the agricultural community on a temporary basis. Because such hardships or needs are personal and generally transitory, it is determined that the approval of temporary dwellings do not constitute a long-term land use commitment that would conflict with the County's Comprehensive Plan.

6.4.3 Development Review Process

In addition to land use policies, the County development review process will be periodically evaluated for efficiency and customer service improvement opportunities. Periodic reviews to improve efficiency and service can help reduce housing development costs and may also encourage developers to use the policy and regulatory features of the Comprehensive Plan which is designed to encourage affordable housing.

PCM 1.4

RECEIVED
NOV 28 2020
Benton County
Planning Dept.

BENTON COUNTY DEPARTMENTS
HOUSEKEEPING AMENDMENT

File No. CPA 2021-003

Please answer the following questions, if more space is needed please use attachments.

1. Describe the proposed amendment: The 2017 Periodic Update Land Use Designation Map known as Appendix A, Figure 5, of the 2017 Benton County Comprehensive Plan contains an inadvertent error which omitted 6 parcels (126801000014000, 126801000036000, 126801000035000, 126801000033000, 126801000034000, and 126801010044003) from being shown as the intended Heavy Industrial designation.

2. Location of Proposed Amendment: This area is located north of SR 397, south of E Lechelt Rd, and west of S Piert Rd in the Finley area of Benton County.

3. Description of Amendment: This proposal seeks to amend the Benton County Comprehensive Map to correct an omission of 6 Heavy Industrial designation parcels including parcels 126801000014000, 126801000036000, 126801000035000, 126801000033000, 126801000034000, and 126801010044003.

4. State the requested text amendment language or proposed plan designation for the property. Amend Figure 5 map within Appendix A of the 2017 Benton County Comprehensive Plan to change parcels 126801000014000, 126801000036000, 126801000035000, 126801000033000, 126801000034000, and 126801010044003 from the Rural Remote designation to the Heavy Industrial designation in order to be consistent with the Benton County Official Zoning Map A-4.

5. If the amendment requires a map plan change, prepare and attach a site map showing the area in which a plan change is being sought, please show clearly the following: the proposed plan change boundaries, map scale, north arrow, date of preparation, major physical boundaries; both natural and man-made lying within or adjacent to the affected area (i.e.; including but not limited to highways, railroads, rivers, streams, power lines, schools, and other public outbuildings, etc.), section, township, and range lines are to be shown and identified. If in shoreline area, define existing shorelines area as shown in existing shorelines master plan and indicated the existing environmental designation.

6. What are the reasons for the requested amendment? Include substantial information why the provisions, map designations, etc., of the adopted plan are not sufficient to satisfy the concern that gives rise to the amendment request: This amendment is being requested to ensure consistency between the adopted Benton County Official Zoning Map A-4 and the 2017 Comprehensive Plan.

Preparer's Signature	Michelle Cooke Printed Name	1/28/21 Date
Department Head Signature	Greg Wendt Printed Name	3/14/21 Date

PCM 1.5

Lechelt Comp Plan Area

1/5/2021, 11:09:17 AM

CompPlan

RURAL REMOTE

RURAL INDUSTRIAL

Parcels_and_Assess

FloodDataFEMA

X

1:2,257

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.12 km

© OpenStreetMap (and) contributors, CC-BY-SA

Benton County Planning

Lechelt Zoning Area

1/5/2021, 11:09:46 AM

Parcels_and_Assess

Zoning

HEAVY INDUSTRIAL

RL-5

FloodDataFEMA

X

1:2,257

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.12 km

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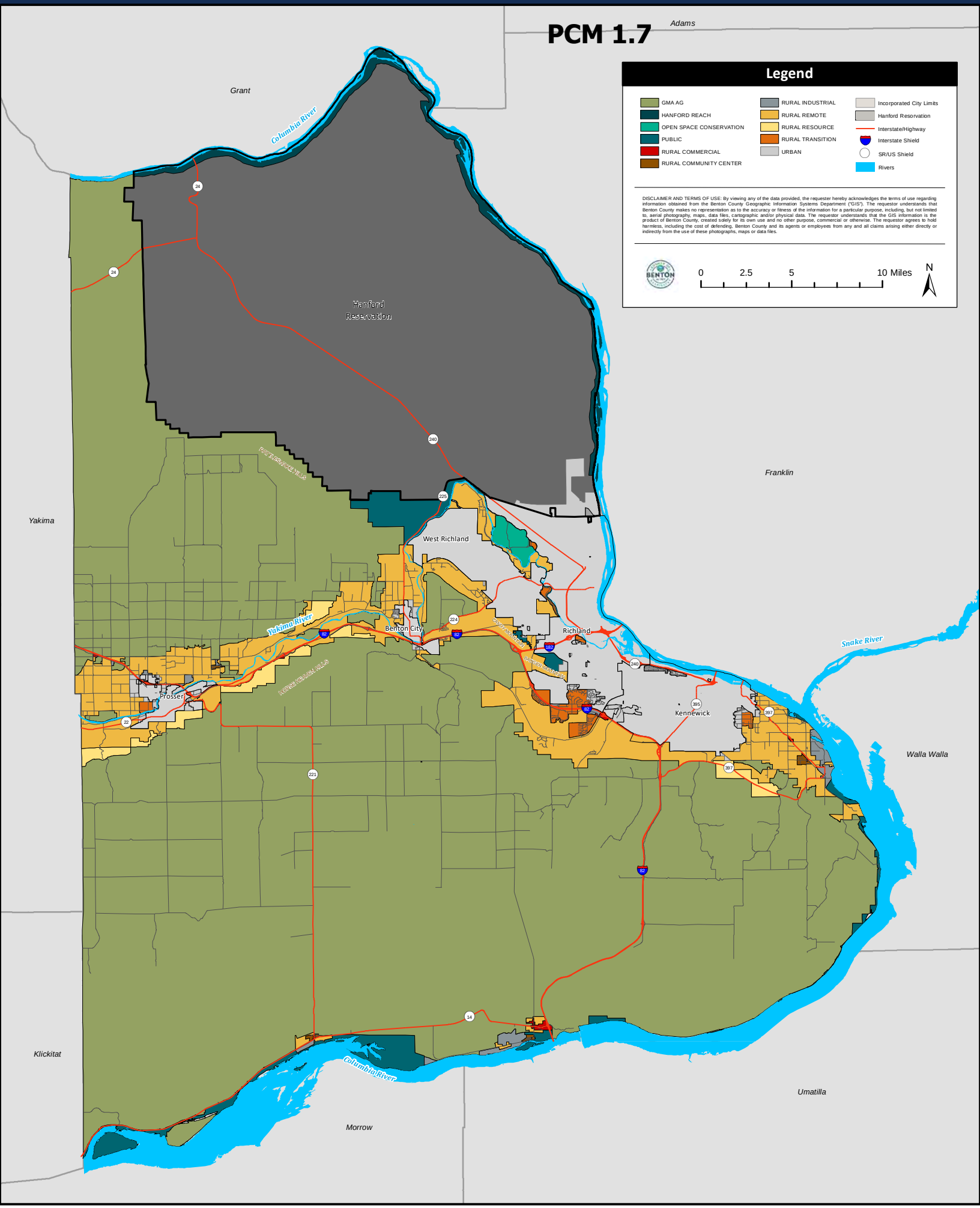
Figure 5: Future/Proposed Land Use Designations Map - Benton County Comprehensive Plan Update Appendix A: Map Folio / April 2021 Draft



Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.8

Benton County Planning Department
2021 Comprehensive Plan Amendment Docket

The 2021 Benton County Comprehensive Plan amendment cycle for the review of proposed amendments begins with the docketing of proposals. The County has received the following application proposals for amendment to the Benton County Comprehensive Land Use Plan:

CPA 2021-001 - A proposal by Dalton Walker-Knutzen Engineering, requesting a change in the land use designation from Rural Remote to Rural Commercial on five parcels located in the Finley rural area between Lechelt Road and SR 397, in the Northwest Quarter of Section 26, Township 8 North, Range 30 East, W.M.

CPA 2021-003 - A proposal by Benton County for a text amendment to the Goals and Policies Section, 2.7-Housing, and to the Housing Element, Sections 6.2-Existing Conditions and 6.4.2-Housing Types amending the wording of farm labor housing and also an amendment to correct an omission to the boundaries of the Rural Industrial land use designation to include six parcels in the Finely rural area located south of Lechelt Road and north of SR 397 in Section 26, Township 8 North, Range 30 East, amending Appendix A, Figure 5 - 2017 Periodic Update Land Use Designation Map.

CPA 2021-004 - A proposal by 5D Development requesting a change in the land use designation from Rural Industrial to Rural Commercial on a 3.07-acre parcel located off E. Detrick PR SE and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M.

These applications will be reviewed under the requirements of SEPA (RCW 43.21C) and Title 16.14 of the Benton County Code. The Planning Department will initiate the review and analysis of each application for consistency with the Growth Management Act and the Comprehensive Plan, including the adopted Benton County-wide Planning Policies and prepare a staff report with a recommendation to the Planning Commission for the approval or denial of each application. The Planning Commission will conduct an open record hearing and forward their recommendations to the Board of County Commissioners (BOCC). The BOCC will conduct an open record hearing to consider and act upon the Planning Commission recommendation. Final actions on the proposed amendments are anticipated by June 30, 2021. Notification of the hearings will be published in advance; those interested in receiving a notice by mail or email regarding the above actions may call the Benton County Planning Department: at (509) 786-5612 (Prosser) or (509) 736-3086 (Tri-Cities). Information regarding the amendment process is available via the County website at www.co.benton.wa.us

Greg Wendt, Planning Manager
BENTON COUNTY PLANNING DEPARTMENT

PUBLISHED: Wednesday, January 20, 2021.

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.9

NOTICE OF PUBLIC HEARING

NOTICE OF HEARING before the Benton County Planning Commission, in the matter of the proposed 2021 annual amendments to the Benton County Comprehensive Plan; pursuant to Washington State Planning Law RCW 36.70A.130.

NOTICE IS HEREBY GIVEN that public comment will be taken on the proposed Comprehensive Plan Amendments to the Benton County Comprehensive Plan on Tuesday, May 11, 2021 at 6:00 p.m., via a virtual meeting format (see below for more information). Proposed amendments are as follows:

CPA 2021-001 - A proposal by Dalton Walker-Knutzen Engineering, requesting a change in the land use designation from Rural Remote to Rural Commercial on five parcels located in the Finley rural area between Lechelt Road and SR 397, in the Northwest Quarter of Section 26, Township 8 North, Range 30 East, W.M.

CPA 2021-003 - A proposal by Benton County for a text amendment to the Goals and Policies Section, 2.7-Housing, and to the Housing Element, Sections 6.2-Existing Conditions and 6.4.2-Housing Types amending the wording of farm worker housing and an amendment to correct an omission to the boundary of the Rural Industrial land use designation to include six parcels in the Finley rural area located south of Lechelt Road and north of SR 397 in Section 26, Township 8 North, Range 30 East, amending Appendix A, Figure 5 - 2017 Periodic Update Land Use Designation Map.

CPA 2021-004 - A proposal by 5D Development requesting a change in the land use designation from Rural Industrial to Rural Commercial on Lots 1 and 2 of short plat 3669 located off E. Detrick PR SE and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M.

NOTICE IS FURTHER GIVEN that the proposed Comprehensive Plan Amendments have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on March 30, 2021 for CPA 2021-003 and March 31, 2021 for CPA 2021-001 and 2021-004. Accordingly, Environmental Impact Statements were not required on any of these proposals. Any comments regarding these determinations and the environmental impacts of the proposals can be made at the Planning Commission Hearing using the method noted below or in writing to the Benton County Planning Division by 3 p.m. on Monday May 10, 2021.

Due to Governor's "Stay Home, Stay Healthy" order the County Offices are closed to the public at this time. To continue to provide public access to the Planning Commission meetings, Benton County will be providing telephonic and video access for the public to view and provide testimony at the Planning Commission meetings. If you choose to join the

meeting telephonically, we ask that you please limit background noise or mute your line to prevent any unnecessary interruption to the meeting. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

If you wish to provide comments on any of the actions before the Planning Commission, we ask that you please fill out our online form (found at https://tinyurl.com/testifyform) and submit your request to our office. You must submit a request form to participate for each hearing that you wish to attend. If you prefer to make the request by phone, please call our office at 786-5612 and we can add you to the list for providing testimony. At the meeting the names of those wishing to testify will be called out and at that time you will be able to present your comments/concerns regarding the specific agenda item.

Comments regarding the proposed amendments or SEPA determinations of the proposals may also be submitted in writing to the Benton County Planning Division; P.O. Box 910, Prosser, WA 99350 or via email to planning.department@co.benton.wa.us. No individual with a disability shall be denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at a public meeting, please contact the Benton County Planning Division at least ten days prior to the meeting date to make arrangements for special needs.

At this hearing, the Planning Commission may recommend approval, or disapproval of the amendments to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the applications per the phone-in instructions above. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated this 22nd day of April 2021.

Martin Sheeran, Chairman
Benton County Planning Commission

Greg Wendt, Director
Planning Division

PUBLISH: April 28, 2021

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • *PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000*
www.commerce.wa.gov

03/31/2021

Mr. Greg Wendt
Director
Benton County
1002 Dudley Avenue
Post Office Box 910
Prosser, WA 99350-0910

Sent Via Electronic Mail

Re: Benton County--2021-S-2527--60-day Notice of Intent to Adopt Amendment

Dear Mr. Wendt:

Thank you for sending the Washington State Department of Commerce (Commerce) the 60-day Notice of Intent to Adopt Amendment as required under RCW 36.70A.106. We received your submittal with the following description.

Proposed Comprehensive Plan Amendment to amend text in Chapter 2-Goals and Policies, to amend text in Chapter 6.2-Existing Conditions and in 6.4.2-Housing Types.

We received your submittal on 03/31/2021 and processed it with the Submittal ID 2021-S-2527. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 05/30/2021.

We have forwarded a copy of this notice to other state agencies for comment.

Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call William Simpson, (509) 280-3602.

Sincerely,

Review Team
Growth Management Services

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.12

Determination of Non-Significance

Proponent: Benton County Planning Division
P.O. Box 910
Prosser WA 99350

File No. EA 2020-035

Project Description: A proposal to Comprehensive Plan Amendment (CPA 2021-003) proposes to delete text in *Chapter 2 Goals and Policies, HE Goal 2, Policy 3* (Page 25) and to amend text in *Chapter 6.2 Existing Conditions* (Page 93) and in *6.4.2 Housing Types – Farm Labor Housing* (Page 96 & 97).

Project Location: The proposed Benton County Comprehensive Plan Amendment is not a site-specific project.

Jurisdiction: Benton County, Washington

Lead Agency: Benton County Planning Division

Threshold Determination: The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist, comments received from various agencies and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under WAC 197-11-340(2) the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by April 14, 2021.

Administrative appeals of threshold determinations of non-significance are not allowed.

SEPA Responsible Official: Greg J. Wendt
Position/Title: Director - Community Development Department
Address: P.O. Box 910, Prosser WA 99350
Phone: 509-786-5612

Date: March 30, 2021

Greg J. Wendt, Director

DISTRIBUTION:

Applicant
News Media (Encl. map or plot plan)
Benton County Building Office
Benton County Fire Marshal
Dept. of Natural Resources-Olympia
Dept. of Natural Resources -Ellensburg
Benton Clean Air Authority
Bureau of Reclamation
Benton County Public Works
City of Kennewick
City of Richland
City of Benton City
City of Prosser
City of West Richland
Benton-Franklin Dist. Health Dept.
Kennewick Irrigation District
Kiona Irrigation District
Benton Irrigation District
Badger Mountain Irrigation District
Columbia Irrigation District
Sunnyside Valley Irrigation District
Roza Irrigation District
Department of Transportation
Port of Benton
Port of Kennewick
Washington State Department of Health
Department of Ecology - Olympia
Department of Ecology - Yakima
Corps of Engineers
Fire District # 1
Fire District # 2
Fire District # 3
Fire District # 4
Fire District # 5
Fire District # 6
Bureau of Land Management
Dept. of Fish and Wildlife
Dept. of Arch. & Historic Preservation
Futurewise
Dept. of Commerce
Ben Franklin Transit
Benton Franklin Council of Governments
Yakima Indian Nation

SEPA Environmental Checklist
File No. EA 2020-035

A. Background

1. Name of proposed project, if applicable: *A proposal by Benton County to delete text in Chapter 2 Goals and Policies, HE Goal 2, Policy 3 (Page 25). To amend text in Chapter 6.2 Existing Conditions (Page 93) and in 6.4.2 Housing Types-Farm Labor Housing (Page 96 & 97).*

2. Name of applicant:
   Benton County Planning Dept.
   P.O. Box 910
   Prosser WA 99350

3. Address and phone number of applicant and contact person:
   Greg Wendt, Planning Manager
   509-786-5612

4. Date checklist prepared: *November 18, 2020*

5. Agency requesting checklist: *Benton County*

6. Proposed timing or schedule (including phasing, if applicable):
   Planning Commission public hearing in July 2021

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
   No

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.
   None

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.
   None know or immediately anticipated.

10. List any government approvals or permits that will be needed for your proposal, if known.
The approval of the proposed Comprehensive Plan amendments is required by the Board of County Commissioners.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)
The uses and sizes of each of the proposal vary.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.
The uses and sizes of each of the proposal vary.

B. Environmental Elements

1. *Earth*

a. General description of the site: (circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____
General topographic characteristics vary greatly within Benton County and environmental evaluations for future site-specific projects will need to be conducted if a site-specific project is proposed.

b. What is the steepest slope on the site (approximate percent slope)?
Not applicable, this is not a site-specific project.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.
Not applicable, this is not a site-specific project

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.
Not applicable, this is not a site-specific project.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.
Not applicable, this is not a site-specific project.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
Not applicable, this is not a site-specific project.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?
Not applicable, this is not a site-specific project.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:
Not applicable, this is not a site-specific project.

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.
Not applicable, this is not a site-specific project.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.
Not applicable, this is not a site-specific project.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:
Not applicable, this is not a site-specific project.

3. Water

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.
Not applicable, this is not a site-specific project.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.
Not applicable, this is not a site-specific project.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable, this is not a site-specific project.

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

Not applicable, this is not a site-specific project.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Not applicable, this is not a site-specific project.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Not applicable, this is not a site-specific project.

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Not applicable, this is not a site-specific project.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Not applicable, this is not a site-specific project.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Not applicable, this is not a site-specific project.

2) Could waste materials enter ground or surface waters? If so, generally describe.

Not applicable, this is not a site-specific project.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Not applicable, this is not a site-specific project.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Not applicable, this is not a site-specific project.

4. Plants

a. Check the types of vegetation found on the site:

____deciduous tree: alder, maple, aspen, other
____evergreen tree: fir, cedar, pine, other
____shrubs
____grass
____pasture
____crop or grain
____ Orchards, vineyards or other permanent crops.
____ wet soil plants:cattail, buttercup, bullrush, skunk cabbage, other
____water plants: water lily, eelgrass, milfoil, other
____other types of vegetation

Not applicable, this is not a site-specific project.

b. What kind and amount of vegetation will be removed or altered?
Not applicable, this is not a site-specific project.

c. List threatened and endangered species known to be on or near the site.
Not applicable, this is not a site-specific project.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:
Not applicable, this is not a site-specific project.

e. List all noxious weeds and invasive species known to be on or near the site.
Not applicable, this is not a site-specific project.

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____
If any threatened or endangered species are found for site-specific projects, compliance with Benton County Code Title 15 (Protection of Critical Areas and Resources) will be required.

b. List any threatened and endangered species known to be on or near the site.
Not applicable, this is not a site-specific project.

c. Is the site part of a migration route? If so, explain.
Not applicable, this is not a site-specific project.

d. Proposed measures to preserve or enhance wildlife, if any:
Not applicable, this is not a site-specific project.

e. List any invasive animal species known to be on or near the site.
Not applicable, this is not a site-specific project.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.
Not applicable, this is not a site-specific project.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.
Not applicable, this is not a site-specific project.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:
Not applicable, this is not a site-specific project.

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

1) Describe any known or possible contamination at the site from present or past uses.
Not applicable, this is not a site-specific project.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.
Not applicable, this is not a site-specific project.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.
Not applicable, this is not a site-specific project.

4) Describe special emergency services that might be required.

Not applicable, this is not a site-specific project.

5) Proposed measures to reduce or control environmental health hazards, if any:
Not applicable, this is not a site-specific project.

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
Not applicable, this is not a site-specific project.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.
Not applicable, this is not a site-specific project.

3) Proposed measures to reduce or control noise impacts, if any:
Not applicable, this is not a site-specific project.

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.
Not applicable, this is not a site-specific project.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?
Not applicable, this is not a site-specific project.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:
Not applicable, this is not a site-specific project.

c. Describe any structures on the site.
Not applicable, this is not a site-specific project.

d. Will any structures be demolished? If so, what?
Not applicable, this is not a site-specific project.

e. What is the current zoning classification of the site?
Not applicable, this is not a site-specific project.

f. What is the current comprehensive plan designation of the site?
Not applicable, this is not a site-specific project.

g. If applicable, what is the current shoreline master program designation of the site?
Not applicable, this is not a site-specific project.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.
Not applicable, this is not a site-specific project.

i. Approximately how many people would reside or work in the completed project?
Not applicable, this is not a site-specific project.

j. Approximately how many people would the completed project displace?
Not applicable, this is not a site-specific project.

k. Proposed measures to avoid or reduce displacement impacts, if any:
Not applicable, this is not a site-specific project.

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:
Not applicable, this is not a site-specific project.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:
The regulations must be consistent with the Benton County Comprehensive Plan policies and guidelines.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.
None

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.
None

c. Proposed measures to reduce or control housing impacts, if any:
None

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?
None

b. What views in the immediate vicinity would be altered or obstructed?
None

c. Proposed measures to reduce or control aesthetic impacts, if any:
None

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?
Not applicable, this is not a site-specific project.

b. Could light or glare from the finished project be a safety hazard or interfere with views?
Not applicable, this is not a site-specific project.

c. What existing off-site sources of light or glare may affect your proposal?
Not applicable, this is not a site-specific project.

d. Proposed measures to reduce or control light and glare impacts, if any:
Not applicable, this is not a site-specific project.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?
Not applicable, this is not a site-specific project.

b. Would the proposed project displace any existing recreational uses? If so, describe.
Not applicable, this is not a site-specific project.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:
Not applicable, this is not a site-specific project.

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.
Not applicable, this is not a site-specific project.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.
Not applicable, this is not a site-specific project.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Not applicable, this is not a site-specific project.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Not applicable, this is not a site-specific project.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Not applicable, this is not a site-specific project.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

Not applicable, this is not a site-specific project.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

Not applicable, this is not a site-specific project.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

Not applicable, this is not a site-specific project.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. *Not applicable, this is not a site-specific project.*

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Not applicable, this is not a site-specific project.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

Not applicable, this is not a site-specific project.

h. Proposed measures to reduce or control transportation impacts, if any:
Not applicable, this is not a site-specific project.

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.
Not applicable, this is not a site-specific project.

b. Proposed measures to reduce or control direct impacts on public services, if any.
Not applicable, this is not a site-specific project.

16. Utilities

a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____
Not applicable, this is not a site-specific project.

b. Describe the utilities that are proposed for the project, the utility providing the service,
and the general construction activities on the site or in the immediate vicinity which might be needed.
Not applicable, this is not a site-specific project.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Name of signee: Greg Wendt, Planning Manager

Position and Agency/Organization Benton County Planning Department

Date Submitted: Novmeber 18, 2020

D. Supplemental sheet for nonproject actions

(**IT IS NOT NECESSARY** to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?
Not applicable, this is not a site-specific project.

Proposed measures to avoid or reduce such increases are:
Not applicable, this is not a site-specific project.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?
Not applicable, this is not a site-specific project. However, if any threatened or endangered species are found during the review of a site-specific project, compliance with Benton County Code Title 15 (Protection of Critical Areas and Resources) is required.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:
Not applicable, this is not a site-specific project.

3. How would the proposal be likely to deplete energy or natural resources?
Not applicable, this is not a site-specific project.

Proposed measures to protect or conserve energy and natural resources are:
Not applicable, this is not a site-specific project.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?
Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a project is proposed.

Proposed measures to protect such resources or to avoid or reduce impacts are:
Not applicable, this is not a site-specific project. However, mitigation measures may be required as condition of approval for a site-specific project through the SEPA review process if determined necessary.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Not applicable, this is not a site-specific project.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Not applicable, this is not a site-specific project.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Not applicable, this is not a site-specific project.

Proposed measures to reduce or respond to such demand(s) are:

Not applicable, this is not a site-specific project.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

Not applicable, this is not a site-specific project.

ESA LISTED SALMONIDS/FLOODPLAINS CHECKLIST

This worksheet was designed to help project proponents and government agencies identify when a project in the floodplain will cause adverse effects on ESA (Endangered Species Act) listed salmonids or floodplain features of salmon habitat. Listed salmonids include salmon, trout and chars, e.g. bull trout.

1. Will the proposed project occur landward of a levee?

   Yes___ No X

   If yes, please indicate the level of flood protection the levee provides (e.g., 30 year flood)

   Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a project is proposed.

2. Does floodwater ever carry fish behind the levee through overtopping or by flooding from upstream or downstream of the levee?

   Yes___ No X

   Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a project is proposed.

If you answered yes, and "100 year" to question 1, and no to question 2, you do not need to complete the remainder of this checklist.

HABITAT SPECIFICS: The questions in this section are specific to the project site and vicinity.

1. Name of nearest waterbody: _____
   Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a project is proposed.

2. What is the distance from this project to the nearest body of water?
   Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a project is proposed.

(Often a buffer between the project and a stream can reduce the chance of a negative impact to fish or habitat)

3. Is the project above a full or partial barrier to fish?
   Yes___ No X
   Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a project is proposed.

If yes, check the type of barrier

- natural permanent barrier (waterfall) ___
- natural temporary barrier (beaver pond) ___
- man-made barrier (culvert, dam) ___
- other (explain): _____

4. If "yes" to question 3 above, are there any salmonids ever, swimming, spawning, or rearing above the barrier? Yes___ No___ Don't know___
   Not applicable, this is not a site-specific project. However, environmental evaluations for future site-specific projects will need to be conducted at the time a project is proposed.

IF you answer "yes" to question 3, and "no" to question 4, you can skip to question 16. Please complete questions 16-21 of this form.

5. Is the project site in the floodway, the channel migration zone, or the riparian buffer zone? Yes ___ No ___

6. What is the current condition and land use on the project site, and the land between the site and the potentially affected water body? (eg, "site is cleared but not paved parking lot, land between site and river is farmland")

PROJECT SPECIFICS: The following questions will help determine if this project could interfere with migration or rearing of listed fish.

(Both increases and decreases in water flows can affect fish migration.)

7. Does the project require the withdrawal of:
   i. Surface water? Yes___ No____
   Amount _____
   Name of surface water body _____

   ii. Ground water? Yes___ No___
   Amount _____
   From where _____
   Depth of well _____

8. Will any water be rerouted? Yes___ No___
   If yes, will this require a channel change?

9. Will there be retention or detention ponds? Yes___ No___
If yes, will this be an infiltration pond or a surface discharge to either a municipal storm water system or a surface water body?

If to a surface water discharge, please give the name of the waterbody.

10. Will this project require the building of new roads?
Yes___ No___ (Increased road mileage may affect the timing of water reaching a stream and may impact fish habitat.)

11. Are culverts proposed as part of this project? Yes___ No___

12. Will topography changes affect the duration/direction of runoff flows? Yes___ No___
If yes, describe the changes.

13. Will the project involve any reduction of the floodway or floodplain by filling or other partial blockage of flows?
Yes ___ No ___ (Juvenile fish rely on inundated floodplains to seek refuge from high volume and high velocity water during floods. Floodplain refuge increases juvenile fish survival.)

If yes, how will the loss of flood storage be mitigated by your project?

PROJECT SPECIFICS: The following questions are designed to determine if the project will affect riparian vegetation.
(Streambank vegetation provides shade that keeps water cool, provides prey base through insects that fall into the water, and helps stabilize streambanks, reducing erosion)

14. Will the project involve the removal of any vegetation from the stream banks? Yes___ No___

If yes, please describe the existing conditions, and the amount and type of vegetation to be removed.

15. If any vegetation is removed, do you plan to re-plant?
Yes___ No___ If yes, what types of plants will you use?

PROJECT SPECIFICS: The following questions will help determine if this project could adversely impact water quality.

(Water quality can be made worse by runoff from impervious surfaces, altering water temperature, discharging contaminants, etc. Such impacts can reduce survival among listed species.)

16. Do you know of any problems with water quality in any of the streams within this watershed? Yes___ No____
If yes, describe.

17.
What percent of the project will be impervious surface
(including pavement & roof area)?

18. Will your project either reduce or increase shade along or over a waterbody? Yes___ No___
(e.g., removal of streambank vegetation, or the building of structures such as docks or floats, often results in a change in shade.)

19. Will the project increase nutrient loading or have the potential to increase nutrient loading or contaminants (fertilizers, other waste discharges, or runoff) to the waterbody?
Yes___ No___

20. Will turbidity be increased because of construction of the project or during operation of the project? Yes___ No___
(In-water or near water work will often increase turbidity during and after construction).

21. Will your project require long term maintenance activities? (i.e. bridge cleaning, roadway salting, chemical sprays for vegetation management, clearing of parking lots?)
Yes___ No ___ If yes, please describe.

April Brown

From: Cristina Woods
Sent: Wednesday, March 31, 2021 3:17 PM
To: Planning Department
Subject: RE: EA 2020-035 Agency Review

Good afternoon

Public Works has no comments

Thank you

Cristina Woods, MS • *Engineering Tech III*
Benton County Public Works
102206 Wiser Parkway , WA, 99338
cristina.woods@co.benton.wa.us
(509) 786-5611

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Wednesday, March 31, 2021 11:17 AM
To: john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; City of Kennewick - Fernando Garcia <Fernando.Garcia@ci.kennewick.wa.us>; City of West Richland-Eric Mendenhall (emendenhall@westrichland.org) <emendenhall@westrichland.org>; City of Richland-Mike Stevens (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; City of Richland-Kerwin Jensen (kjensen@ci.richland.wa.us) <kjensen@ci.richland.wa.us>; sydney.hanson@dahp.wa.gov; Dept. of Archaeology and Historic Preservation - SEPA Review (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Dept. of Ecology <SEPAUNIT@ecy.wa.gov>; Dept. of Ecology <crosepacoordinator@ecy.wa.gov>; Dept. of Ecology SEPA Register <separegister@ecy.wa.gov>; Dept. of Fish and Wildlife-Mark Teske <Mark.Teske@dfw.wa.gov>; Dept. of Fish and Wildlife, Eric Bartrand <bartrelb@dfw.wa.gov>; Dept. of Fish and Wildlife, Michael W. Ritter <rittemwr@dfw.wa.gov>; Dept. of Fish and Wildlife-SEPA Review (SEPADesk@dfw.wa.gov) <SEPADesk@dfw.wa.gov>; Dept. of Natural Resources (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; Dept. of Natural Resources <dnrmisepacenter@dnr.wa.gov>; Dept. of Natural Resources-Shafer (ana.shafer@dnr.wa.gov) <ana.shafer@dnr.wa.gov>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Dept. of Transportation- Paul G <Gonsetp@wsdot.wa.gov>; Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; Alison@futurewise.org; Futurewise <tim@futurewise.org>; Kennewick Irrigation District-Development (development@kid.org) <development@kid.org>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Tom Price-Environmental Review Inc. (envreview@gmail.com) <envreview@gmail.com>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; William Simpson, Dept. of Commerce (William.simpson@commerce.wa.gov) <William.simpson@commerce.wa.gov>; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Rod Worthington <Rod.Worthington@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Bureau of Reclamation - C. Garner

(cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>; City of Prosser <szetz@cityofprosser.com>; City of West Richland-Eric Mendenhall (emendenhall@westrichland.org) <emendenhall@westrichland.org>; City of Benton City-Jeni S. Zuniga <jzuniga@ci.benton-city.wa.us>; Badger Mountain Irrig. District (bmidmanager@badgermountainirrigation.com) <bmidmanager@badgermountainirrigation.com>; Benton Irrigation District <benton.irrigation@frontier.com>; Benton Irrigation District-Ed Mitchell <bidmitchell@frontier.com>; Columbia Irrigation District (CID@columbiairrigation.com) <CID@columbiairrigation.com>; Roza Irrigation District (Shayman@roza.org) <Shayman@roza.org>; Rigo Diosdado <diosdador@svid.org>; Sunnyside Valley Irrigation Dist. - Diane Weber <weberd@svid.org>; Port of Benton <budzeck@portofbenton.com>; Port of Kennewick <lpeterson@portofkennewick.org>; Fire District #2 Ron Ducan <rduncan@bcfpd2.org>; Fire District #3 (sjohnson@westbentonfirerescue.org) <sjohnson@westbentonfirerescue.org>; wwhealan@bcfd4.org; Fire District #4- Paul Carlyle <PCarlyle@bcfd4.org>; Fire District #5 <brian@newhouseassociates.com>; chiefwatt@bcfd6.com; Benton-Franklin Council of Governments - Len Pavelka (lpavelka@bfcog.us) <lpavelka@bfcog.us>; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; Yakama Indian Nation SEPA Review <enviroreview@yakama.com>; Jessica_Lally@Yakama.com; Corrine_Camuso@Yakama.com; Casey_Barney@Yakama.com; Ben Franklin Transit - Bill Barlow (bbarlow@bft.org) <bbarlow@bft.org>; Ben Franklin Transit K. McMullen <KmcMullen@bft.org>; Ben Franklin Transit - B. Windler <bwindler@bft.org>; US Corps of Engineers-Tim Erkel <tim.r.erkel@usace.army.mil>; BLM_OR_SP_Mail@blm.gov; rodney.c.huffman@usace.army.mil; US Corps of Engineers <cenww-re@usace.army.mil>
Subject: RE: EA 2020-035 Agency Review

The Benton County Planning Division has prepared the attached DNS in accordance with the State Environmental Policy Act regulation. This DNS is being circulated for review by all agencies with jurisdiction. We are circulating it for comments on the environmental impacts of this action. We appreciate your review of the proposal and return of comments no later than April 14, 2021. This proposal will not be acted upon before that time. Please send your comment via email to planning.department@co.benton.wa.us

Donna Hutchinson
Office Assistant IV
Community Development
Dept. - Planning Division
P.O. Box 910
Prosser, WA 99350
509-786-5612

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Kennewick: The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

Donna Hutchinson

From: Blaine Broberg <BBroberg@kid.org>
Sent: Wednesday, April 14, 2021 9:02 AM
To: Planning Department
Subject: [EXTERNAL] RE: EA 2020-035 Agency Review

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Hutchinson,

KID has no comments regarding 2020-035.

Thanks,
Blaine Broberg, EIT
Staff Engineer
Kennewick Irrigation District
2015 S. Ely Street
Kennewick,WA 99337
Office: (509)586-6012 ext. 138
Cell: (509)873-2089

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Wednesday, March 31, 2021 11:17 AM
To: john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; City of Kennewick - Fernando Garcia <Fernando.Garcia@ci.kennewick.wa.us>; City of West Richland-Eric Mendenhall (emendenhall@westrichland.org) <emendenhall@westrichland.org>; City of Richland-Mike Stevens (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; City of Richland-Kerwin Jensen (kjensen@ci.richland.wa.us) <kjensen@ci.richland.wa.us>; sydney.hanson@dahp.wa.gov; Dept. of Archaeology and Historic Preservation - SEPA Review (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Dept. of Ecology <SEPAUNIT@ecy.wa.gov>; Dept. of Ecology <crosepacoordinator@ecy.wa.gov>; Dept. of Ecology SEPA Register <separegister@ecy.wa.gov>; Dept. of Fish and Wildlife-Mark Teske <Mark.Teske@dfw.wa.gov>; Dept. of Fish and Wildlife, Eric Bartrand <bartrelb@dfw.wa.gov>; Dept. of Fish and Wildlife, Michael W. Ritter <rittemwr@dfw.wa.gov>; Dept. of Fish and Wildlife-SEPA Review (SEPADesk@dfw.wa.gov) <SEPADesk@dfw.wa.gov>; Dept. of Natural Resources (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; Dept. of Natural Resources <dnrmisepacenter@dnr.wa.gov>; Dept. of Natural Resources-Shafer (ana.shafer@dnr.wa.gov) <ana.shafer@dnr.wa.gov>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Dept. of Transportation- Paul G <Gonsetp@wsdot.wa.gov>; Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; Alison@futurewise.org; Futurewise <tim@futurewise.org>; Development <development@kid.org>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Tom Price-Environmental Review Inc. (envreview@gmail.com) <envreview@gmail.com>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; William Simpson, Dept. of Commerce (William.simpson@commerce.wa.gov) <William.simpson@commerce.wa.gov>; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Rod Worthington <Rod.Worthington@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation

(lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>; City of Prosser <szetz@cityofprosser.com>; City of West Richland-Eric Mendenhall (emendenhall@westrichland.org) <emendenhall@westrichland.org>; City of Benton City-Jeni S. Zuniga <jzuniga@ci.benton-city.wa.us>; Badger Mountain Irrig. District (bmidmanager@badgermountainirrigation.com) <bmidmanager@badgermountainirrigation.com>; Benton Irrigation District <benton.irrigation@frontier.com>; Benton Irrigation District-Ed Mitchell <bidmitchell@frontier.com>; Columbia Irrigation District (CID@columbiairrigation.com) <CID@columbiairrigation.com>; Roza Irrigation District (Shayman@roza.org) <Shayman@roza.org>; Rigo Diosdado <diosdador@svid.org>; Sunnyside Valley Irrigation Dist. - Diane Weber <weberd@svid.org>; Port of Benton <budzeck@portofbenton.com>; Port of Kennewick <lpeterson@portofkennewick.org>; Fire District #2 Ron Ducan <rduncan@bcfpd2.org>; Fire District #3 (sjohnson@westbentonfirerescue.org) <sjohnson@westbentonfirerescue.org>; wwhealan@bcfd4.org; Fire District #4- Paul Carlyle <PCarlyle@bcfd4.org>; Fire District #5 <brian@newhouseassociates.com>; chiefwatt@bcfd6.com; Benton-Franklin Council of Governments - Len Pavelka (lpavelka@bfcog.us) <lpavelka@bfcog.us>; Yakima Indian Nation-John Marvin <john_marvin@yakama.com>; Yakama Indian Nation SEPA Review <enviroreview@yakama.com>; Jessica_Lally@Yakama.com; Corrine_Camuso@Yakama.com; Casey_Barney@Yakama.com; Ben Franklin Transit - Bill Barlow (bbarlow@bft.org) <bbarlow@bft.org>; Ben Franklin Transit K. McMullen <KmcMullen@bft.org>; Ben Franklin Transit - B. Windler <bwindler@bft.org>; US Corps of Engineers-Tim Erkel <tim.r.erkel@usace.army.mil>; BLM_OR_SP_Mail@blm.gov; rodney.c.huffman@usace.army.mil; US Corps of Engineers <cenww-re@usace.army.mil>
Subject: RE: EA 2020-035 Agency Review

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Donna Hutchinson
Office Assistant IV
Community Development
Dept. - Planning Division
P.O. Box 910
Prosser, WA 99350
509-786-5612

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EXHIBIT LIST FOR CPA 2021-004/EA 2020-036
Comprehensive Plan Amendment

			DATED
Planning Commission Memo Exhibit List - MAY 11, 2021			
PCM 1 Includes:	PCM 1.1	Staff Report	November 4, 2020
	PCM 1.2	Site Map showing Current Comp. Plan Designations	March 29, 2021
	PCM 1.3	Site Map showing Proposed Comp. Plan Designations	March 30, 2021
	PCM 1.4	Site Map showing Current Zoning Designations	March 29, 2021
	PCM 1.5	Site Map showing Proposed Zoning Designation	March 30, 2021
	PCM 1.6	Comp. Plan Appendix A Map Folio Figure 5-Land Use Designation Map	April 28, 2021
	PCM 1.7	Benton County Comp. Plan 2021 Docket	January 20, 2021
	PCM 1.8	Notice of Public Hearing	March 19, 2021
	PCM 1.9	Dept. of Commerce letter re: 60 day Notice of Intent to Adopt Amendments	March 31, 2021
		APPLICATION SUBMITTAL	
	PCM 1.10	Comprehensive Plan Amendment Application	November 4, 2020
	PCM 1.11	Site Map	November 4, 2020
		SEPA INFORMATION	
	PCM 1.12	Environmental Checklist EA 2020-036	November 25, 2021
	PCM 1.13	Determination of Non Significance	March 31, 2021
		COMMENTS	
	PCM 1.14	Benton County Fire Marshal	April 1, 2021
	PCM 1.15	Dept. of Transportation	April 9, 2021
	PCM 1.16	Benton County Public Works	April 12, 2021
	PCM 1.17	Kennewick Irrigation District	April 14, 2021
Board of County Commissioners Memo Exhibit List - June 8, 2021			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Sheet	May 12, 2021
	BCCM 1.2	Draft Resolution	
	BCCM 1.3	PC Recommendation, FOF & Conclusions	May 11, 2021
	BCCM 1.4	Board of County Commissioners Legal Notice	May 19,2021
	BCCM 1.5	Planning Commission Audio Recording	May 11, 2021

The Exhibit Numbers are found in the Top Right Hand Corner of each document.
PCM = Planning Commission Memo Exhibits
PCH = Planning Commission Hearing Exhibits
BCCM = County Commissioner Memo Exhibits

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 8, 2021 **Memo Date:** May 12, 2021
Subject:	**Public Hearing** on File No. CPA 2021-004 A Comprehensive Plan Amendment for a change in the land use designation from Rural Industrial to Rural Commercial
Presenter:	Greg Wendt and Brian Malley
Prepared By:	Brian Malley
Reviewed By:	Greg Wendt

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☒ Pass Motion
☒ Public Hearing	☒ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Planning Division and the Planning Commission are forwarding Comprehensive Plan amendment (PCM 1.1 to 1.17) to the Board of County Commissioners with a recommendation for approval. The proposed amendment is for a change in land use designation on two (2) contiguous parcels, located on the north side of E. Wiser Parkway and south of Interstate I-82, from Rural Industrial to Rural Commercial (PCM 1.10 & 1.11). The amendment will also require an update to *Appendix A, Map Folio-Figure 5, Land Use Designation Map* to reflect the change in the comprehensive land use designation.

The proposed Comprehensive Plan designation of Rural Commercial and anticipated zone change to a Commercial designation will allow commercial activities, potentially including retail and services, to an area of Benton County experiencing increased residential growth.

The Planning Commission held a public hearing on May 11, 2021 considering the request. The Planning Commission, after taking testimony and discussion among the Commission members, voted to forward a recommendation for approval of the proposed amendments subject to fourteen (14) findings of fact.

Fiscal Impact

None Known at this time.

Recommendation

It is the recommendation of the Benton County Planning Division and the Benton County Planning Commission that the Board of County Commissioners adopt the Planning Commission findings of fact as their own and approve CPA 2021-004 with the suggested fourteen (14) Findings of Fact.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's Findings and Conclusions as our own and approve CPA 2021-004 for a change in the Land Use Designation on two (2) contiguous parcels (Lots 1 and 2 of Short Plat 3669) from Rural Industrial to Rural Commercial as reflected in PCM 1.3 and approve the update to *Appendix A, Map Folio-Figure 5, Land Use Designation Map* (PCM 1.6).

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF COUNTY PLANNING RE: AMENDMENT TO THE BENTON COUNTY COMPREHENSIVE PLAN, AMENDING THE BENTON COUNTY COMPREHENSIVE PLAN LAND USE DESIGNATION ON TWO (2) PARCELS, LEGALLY DESCRIBED AS LOTS 1 AND 2 OF SHORT PLAT 3669, FROM RURAL INDUSTRIAL TO RURAL COMMERCIAL, FILE NO. CPA 2021-004, APPLICANT: 5D DEVELOPMENT AT COTTONWOOD I, LLC.

WHEREAS, on February 13, 2018, the Benton County Commissioners adopted the Benton County Comprehensive Plan; and,

WHEREAS, Washington State Planning law requires continuing review and evaluation of the Comprehensive Plan pursuant to RCW 36.70A.130 (1)(a); and,

WHEREAS, the Benton County Code in Chapter 16.14 provides property owners the ability to apply to amend the Comprehensive Plan; and

WHEREAS, an application for CPA 2021-004 was submitted on November 25, 2020, was deemed a complete application on November 25, 2020 and the Comprehensive Plan Amendment Docket which included CPA 2021-004 was published on January 20, 2021; and,

WHEREAS, the proposal has been reviewed under the requirements of RCW 43.21C(SEPA) and a Determination of Non-Significance was issued on March 31, 2021; and,

WHEREAS, the legal notice for the Planning Commission Open Record Hearing was published on April 28, 2021 and those property owners within 300 feet of the proposal were given notice of the Planning Commission Open Record Hearing by mail on April 28, 2021; and,

WHEREAS, the Benton County Planning Commission did conduct a public hearing on May 11, 2021, at 6:00 p.m., by virtual and telephonic meeting, to review and receive written and oral testimony with reference to Comprehensive Plan Amendment (CPA) 2021-004, a proposal to change the land use designation from Rural Industrial to Rural Commercial on two (2) parcels, legally described as Lot 1 and Lot 2 of Short Plat 3669 and that the Benton County Comprehensive Plan *Appendix A, Map Folio-Figure 5, Land Use Designation Map* be changed to reflect said land use designation; and,

WHEREAS, the Benton County Planning Commission at the conclusion of its public hearing conducted on May 11, 2021, voted to recommend approval of CPA 2021-004 to the Board of Commissioners; and,

WHEREAS, the Open Record Hearing before the Board of County Commissioners was set for June 8, 2021, and the legal notice for said hearing was published in the Prosser Record Bulletin on May 26, 2021 and were mailed to property owners within 300 feet of the proposal; and,

WHEREAS, the Planning Commission forwarded its written findings, conclusions and recommendations concerning this matter to the Board of Commissioners on May 27, 2021; and,

WHEREAS, the Board of County Commissioners did conduct an open record hearing on Tuesday, June 8, 2021, at 9.00 a.m. in the Commissioners Meeting Room, Third Floor, Courthouse, Prosser WA. to consider the above proposed Comprehensive Plan Amendment; and,

WHEREAS, the Board of County Commissioners at the Open Record Hearing on June 8, 2021 received into evidence the Planning Commission record as noted above and also Exhibits BCCM 1.1 through BCCM 1.5, and,

WHEREAS, the Board finds that proper legal notification, public hearing and review have been made; and,

WHEREAS, after consideration of the above mentioned request and review of the Planning Commission record, staff analysis and memos, and all written and oral comments submitted at the public hearing, the Board of County Commissioners adopts the Planning Commission's findings (located in the CPA 2021-004 file in the Planning department) as their own, and it appears to be in the public's best interest to approve the request; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby approves the Comprehensive Plan Amendment CPA 2021-004 to change the land use designation from Rural Industrial to Rural Commercial on two (2) parcels, legally described as Lots 1 and 2 of Short Plat 3669 and that the Benton County Comprehensive Plan *Appendix A, Map Folio-Figure 5, Land Use Designation Map* (PCM 1.6) be changed to reflect said land use designation.

Dated this 8th day of June 2021.

_____
Chairman of the Board

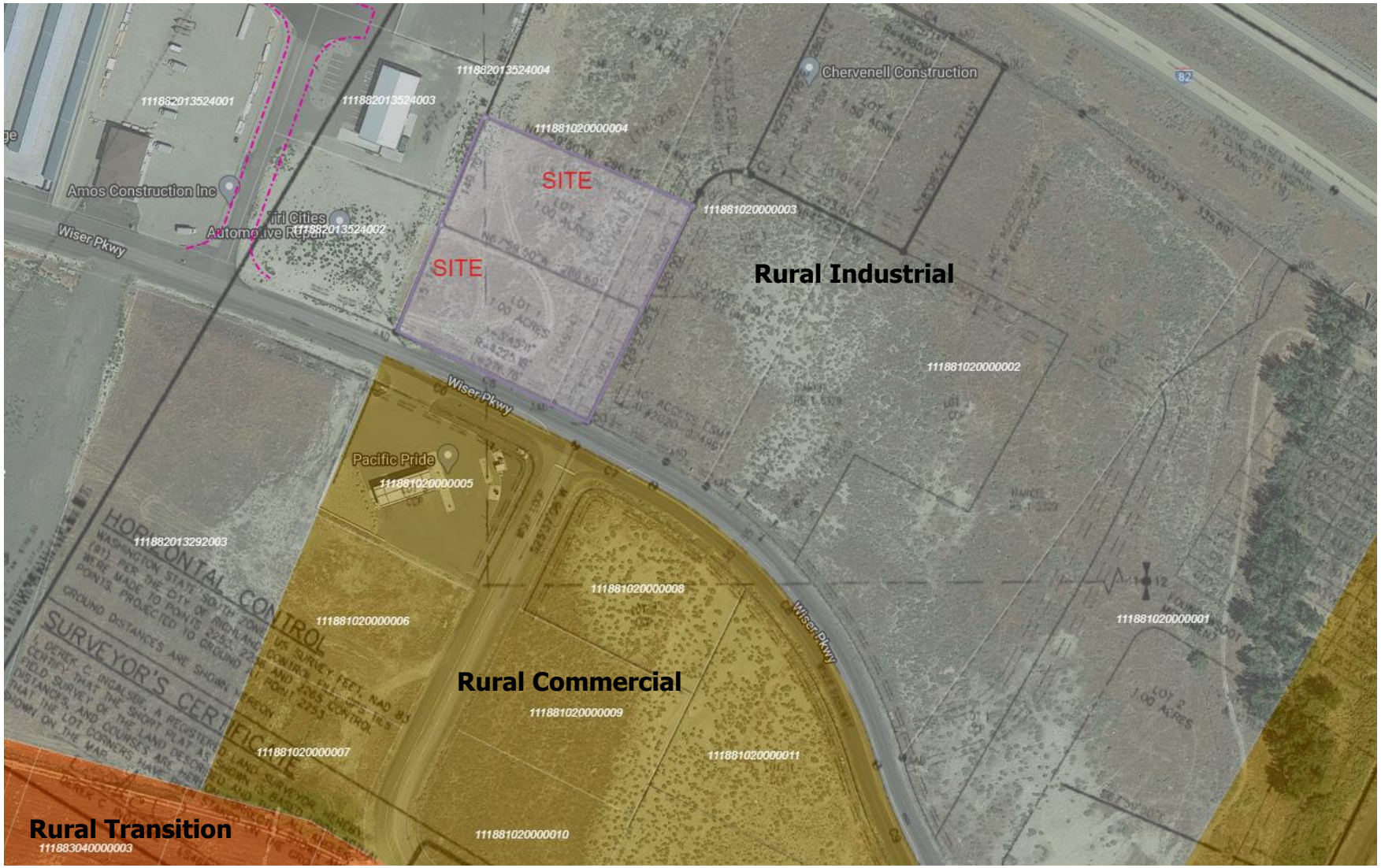
_____
Member

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

Attest.....
Clerk of the Board

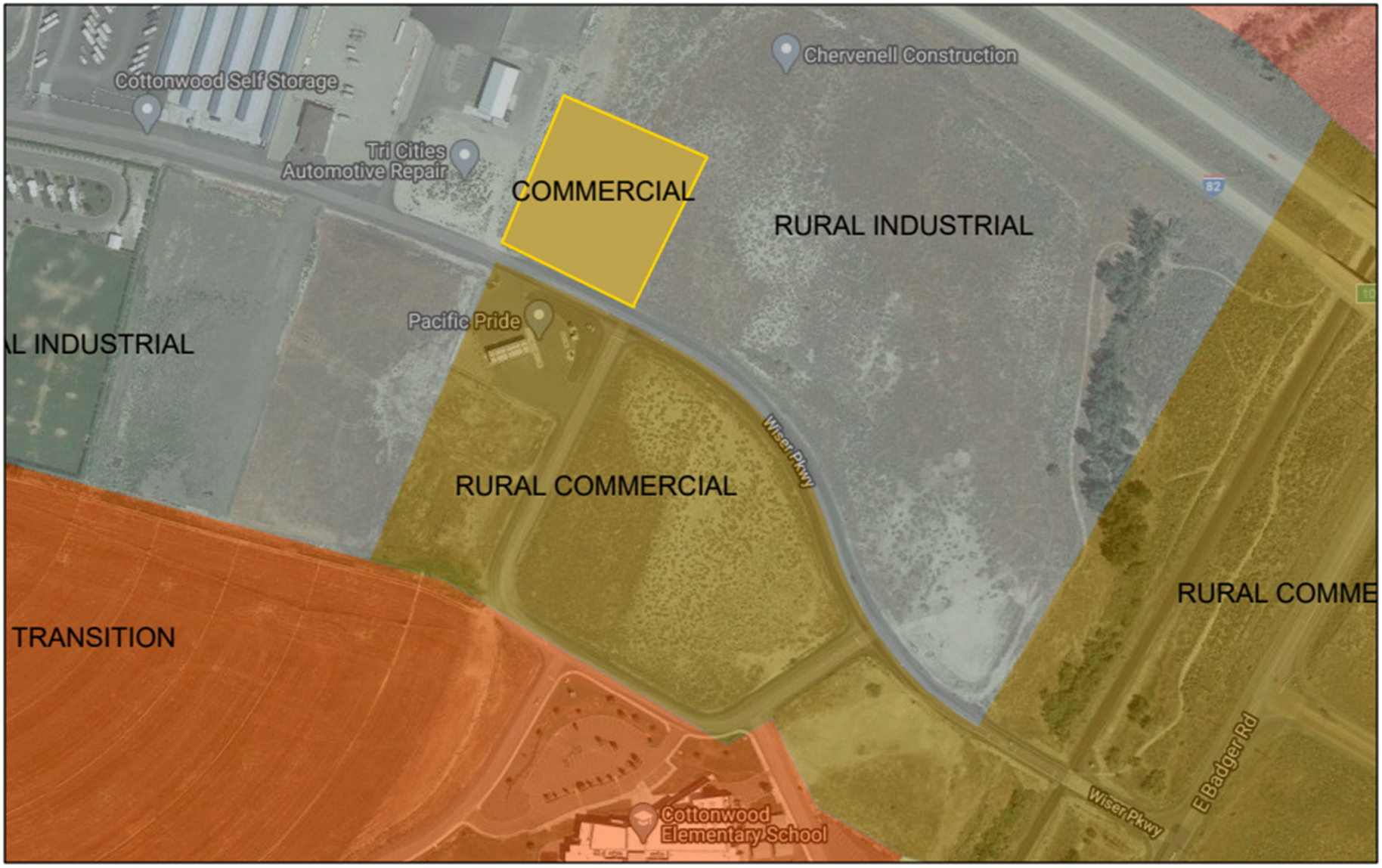
BM/djh

CPA 2021-004/EA 2020-036
Current Comp. Plan Designations
March 29, 2021



PCM 1.3

EA 2020-036/CPA 2021-004
Proposed 2021 Comprehensive Plan Designations
March 30, 2021



BCCM 1.3

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: Comprehensive Plan Amendment to amend the land use designation on two (2) parcels, legally described as Lot 1 and Lot 2 of Short Plat 3669, from Rural Industrial to Rural Commercial

File No. CPA 2021-004

RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

CPA 2021-004: A proposal by 5D Development at Cottonwood I LLC, to amend the Benton County Comprehensive Plan land use designation on two (2) parcels, legally described as Lot 1 and Lot 2 of Short Plat 3669, from Rural Industrial to Rural Commercial. The parcels lie adjacent Rural Commercial designated parcels, directly to the south. The amendment will revise and update *Appendix A Map* Folio *Figure 5 - 2017 Periodic Update Land Use Designations Map* in *Appendix A* of the *Benton County Comprehensive Plan* and if necessary other tables and text in the Plan that may refer to the current use or designation of the property.

The proposal is hereby recommended to be **approved**. This action is based upon the following findings pursuant to RCW 36.70A.

LEGAL DESCRIPTION

The area that is proposed to be amended to Rural Commercial designation is made up of two (2) parcels generally described as follows:

Within the north half of Section 11, Township 8 North, Range 28 East, W.M., Benton County, Washington, more specifically Lot 1 and Lot 2 of Short Plat 3669. The properties are on the north side of E. Wiser Parkway and west of E. Detrick PR SE, located approximately 1/4 mile west of the intersection of Wiser Parkway and E. Badger Road.

RESOLUTION

WHEREAS, the Legal notification pursuant to RCW 36.70A.130 was given on January 20, 2021 in the Prosser Record Bulletin; and,

WHEREAS, the public hearing was held on May 11, 2021 at 6:00 p.m., through a virtual hearing setting; and,

WHEREAS, the following members were present, Martin Sheeran, Curtis Wills, Brian Skeels, Leo Perales, Tammara McKeirnan, Marjorie Kaspar, and Lloyd Coughlin; and,

WHEREAS, the Planning Commission considered all evidence and testimony submitted and after discussion voted five members in favor, with two members absent to recommend approval of a Comprehensive Plan amendment by 5D Development at Cottonwood I LLC amending the Benton County Comprehensive Plan land use designation on two (2) contiguous parcels, known as Lot 1 and Lot 2 of Short Plat 3669; and,

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

FINDINGS AND CONCLUSIONS

Plan Amendment Consistency with the Growth Management Act (RCW 36.70A), the Benton County Comprehensive Plan, and the Benton Countywide Planning Policies, (per BCC 16.14.080):

1. The application submittal, public notice, and procedural steps for this application is in compliance with Benton County Code Chapter 16.14 Amendments to the Benton County Comprehensive Plan;
    a. The application for CPA 2021-004 was submitted to the Benton County Planning Division on November 19, 2020.
    b. Legal notification for the 2021 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 20, 2021.
    c. An Environmental Checklist was submitted on November 19, 2020, revised and resubmitted on February 11, 2021 and a Determination of Non-Significance was issued on March 31, 2021 with a 14-day comment period.
    d. The application was declared complete for processing on November 25, 2020.
    e. The application documents were distributed to reviewing agencies on March 31, 2021.
    f. The application documents were provided Washington State Department of Commerce, through their online submittal system, on March 31, 2021, initiating their 60-day review.
    g. Legal notification for the Planning Commission public hearing was published on April 28, 2021 in the Prosser Record Bulletin.
    h. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on April 28, 2021.
    i. A public hearing was held before the Planning Commission on May 11, 2021.
    j. The Benton County Planning Department analyzed the application for consistency with the Growth Management Act, the Benton County

Comprehensive Plan, and the County-Wide Planning Policies, and other regulations adopted by Benton County as applicable.

2. The application submittal, eligibility, public notice, and procedural steps for CPA 2021-004 is consistent with *Benton County Code (BCC) Chapter 16.14 Amendments to the Benton County Comprehensive Plan.*

3. The application for CPA 2021-004 is consistent with the *Benton County Comprehensive Plan, 1.7 Amendments to this Comprehensive Plan.*

4. The application for CPA 2021-004 is consistent with the goals and policies of the Benton County Comprehensive Plan:

   a. Section 2.2 Land Use
   LU Goal 1: Ensure that land uses are compatible with surrounding uses that maintain public health, safety, and general welfare.

   Policy 1: Maintain a mix of land uses that supports the character of each rural community.

   Policy 3: Maximize the opportunities for compatible development within land use designations to serve a multitude of compatible uses and activities.

   b. Section 2.6 Economic Development
   ED Goal 1: Create a balanced and diverse economy that provides an opportunity to make economic and lifestyle choices for Benton County residents.

   Policy 3: Provide adequate, accessible commercial areas while minimizing impact on surrounding uses.

   Policy 4: Facilitate economic growth and prosperity while preserving the existing rural quality of life and character, as it is defined by rural residents.

   ED Goal 2: Provide employment opportunities in unincorporated Benton County.

   Policy 4: Designate uses within "Rural Commercial" areas as those which either serve interstate freeway traffic or are located at the center of rural communities to serve their needs.

5. The application for CPA 2021-004 is consistent with the *Benton County Comprehensive Plan, 5 Economics Element.*

6. The application for CPA 2021-004 is consistent with the Growth Management Act

(GMA) – RCW 36.70A, including RCW 36.70A.011, RCW 36.70A.020, RCW 36.70A.106, and RCW 36.70A.130.

7. The applicant is requesting to amend the Comprehensive Plan land use designation upon two (2) contiguous parcels located on the north side of E. Wiser Parkway and west of E. Detrick PR SE, located approximately 1/4 mile west of the intersection of Wiser Parkway and E. Badger Road. The parcels currently are designated Rural Industrial, with the applicant proposing a Comprehensive Plan land use designation as Rural Commercial upon the two (2) parcels.

8. The applicant is 5D Development at Cottonwood I LLC whose mailing address is 410 Fanning Rd., Pasco, WA 99301.

9. The properties are addressed as 106904 and 107010 E. Detrick PR SE, Kennewick, WA 99338 and are located approximately 1/4 mile west of the intersection of Wiser Parkway and E. Badger Road (Lots 1 and 2 of Short Plat 3669/ Parent parcel # 1-1188-102-0000-004).

10. The properties collectively comprise approximately 2.00 acres in size.

11. The subject parcels are currently designated Rural Industrial by the Benton County Comprehensive Plan.

12. The proposed Comprehensive Plan land use designation of Rural Commercial, and anticipated zone change request to Commercial, will allow commercial activities, potentially including retail and services, to an area of Benton County experiencing increased residential growth.

13. The proposed change to Rural Commercial will provide additional employment opportunities in the unincorporated portions of Benton County.

14. Adjoining properties to the west, north, and east are designated Rural Industrial while those to south are designated Rural Commercial.

A majority of the Planning Commission members find that all of the facts set forth in the Planning Department Staff Report dated April 22, 2021 are accurate. Supporting documents have been considered and addressed.

THEREFORE, BE IT RESOLVED BY THE BENTON COUNTY PLANNING COMMISSION, through its chairman as authorized by motion of the Board, adopts these findings and conclusions with respect to File No. CPA 2021-004, and hereby recommends APPROVAL to the Board of County Commissioners that the Benton County Comprehensive Plan land use designation on two (2) parcels, legally described as Lot 1 and Lot 2 of Short Plat 3669, be

changed from Rural Industrial to Rural Commercial and that the Benton County Comprehensive Plan *Appendix A, Map Folio-Figure 5, Land Use Designation Map* be changed to reflect the recommendation of the Planning Commission.

5/11/2021

MARTIN SHEERAN, Chairman Dated
BENTON COUNTY PLANNING COMMISSION

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

NOTICE OF PUBLIC HEARINGS

NOTICE OF HEARINGS before the Board of County Commissioners, in the matter of the proposed 2021 annual amendments to the Benton County Comprehensive Plan; pursuant to Washington State Planning Law RCW 36.70A.130.

NOTICE IS HEREBY GIVEN that public comment will be taken on amendments to the Benton County Comprehensive Plan on Tuesday, June 8, 2021 at 9:00 a.m., in the Commissioners Meeting Room, Third Floor, Courthouse, Prosser, **in person and via a virtual meeting format** (see below for more information). Proposed amendments are as follows:

CPA 2021-001 - A proposal by Dalton Walker-Knutzen Engineering, requesting a change in the land use designation from Rural Remote to Rural Commercial on five parcels located in the Finley rural area between Lechelt Road and SR 397, in the Northwest Quarter of Section 26, Township 8 North, Range 30 East, W.M.

CPA 2021-003 - A proposal by Benton County for a text amendment to the Goals and Policies Section, 2.7-Housing, and to the Housing Element, Sections 6.2-Existing Conditions and 6.4.2-Housing Types amending the wording of farm worker housing and an amendment to correct an omission to the boundary of the Rural Industrial land use designation to include six parcels in the Finley rural area located south of Lechelt Road and north of SR 397 in Section 26, Township 8 North, Range 30 East, amending Appendix A, Figure 5 - 2017 Periodic Update Land Use Designation Map.

CPA 2021-004 - A proposal by 5D Development requesting a change in the land use designation from Rural Industrial to Rural Commercial on Lots 1 and 2 of short plat 3669 located off E. Detrick PR SE and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M.

NOTICE IS FURTHER GIVEN that the proposed Comprehensive Plan Amendments have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on March 30, 2021 for CPA 2021-003 and March 31, 2021 for CPA 2021-001 and 2021-004. Accordingly, Environmental Impact Statements were not required on any of these proposals. Any comments regarding these determinations and the environmental impacts of the proposals can be made at the Board of County Commissioners Hearing using the method noted below or in writing to the Benton County Planning Division by 3 p.m. on Monday June 7, 2021.

To continue to provide citizens access to public meetings, Benton County **in addition to in person attendance**, will also be providing telephonic and video access for the public to view and provide testimony at public meetings. If you choose to join the meeting telephonically, we ask that you please limit background noise or mute your line to prevent any unnecessary

interruption to the meeting. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181.

Comments regarding the proposed amendments or SEPA determinations of the proposals may also be submitted in writing to the Benton County Planning Division; P.O. Box 910, Prosser, WA 99350 or via email to planning.department@co.benton.wa.us by 3 p.m. Monday, June 7, 2021. No individual with a disability shall be denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at a public meeting, please contact the Benton County Planning Division at least ten days prior to the meeting date to make arrangements for special needs.

At this hearing, the Board of County Commissioners may approve, or disapprove the amendments. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated this 19th day of May 2021.

JEROME DELVIN, Chairman
Board of County Commissioners

Greg Wendt, Director
Community Development Department

PUBLISH: May 26, 2021

The Audio recording of the Benton County Planning Commission is available by accessing the May 11th Planning Commission meeting on the County Website under the Agendas and Minutes page.

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

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planning.department@co.benton.wa.us

PCM 1.1

STAFF REPORT TO THE BENTON COUNTY PLANNING COMMISSION

FILE NO:	**CPA 2021-004 *(Comprehensive Plan Amendment)***
MEMO DATE:	April 22, 2021
HEARING DATE:	May 11, 2021
APPLICANT/OWNER:	5D Development at Cottonwood I LLC, 410 Fanning Rd., Pasco, WA 99301.
LOCATION:	General Location: The properties are on the north side of E. Wiser Parkway and west of E. Detrick PR SE, located approximately 1/4 mile west of the intersection of Wiser Parkway and E. Badger Road. Address**:** 106904 and 107010 E. Detrick PR SE, Kennewick, WA 99338. Legal: Lots 1 and 2 of Short Plat 3669. Parcel Number: Not yet established/Parent # 1-1188-102-0000-004
PROPERTY SIZE:	Approximately 2.0 acres, collectively.
AREA TO BE USED:	N/A
LAND USE:	Undeveloped
ZONING:	Light Industrial
COMP PLAN:	Rural Industrial
STAFF RECOMMENDATION:	Planning Division staff recommend that the Planning Commission forward to the Board of County Commissioners a recommendation to approve Benton County Comprehensive Plan Amendment CPA 2021-004, subject to the fourteen (14) findings of fact.

APPLICATION DESCRIPTION:

Comprehensive Plan Amendment (CPA 2021-004) proposes to modify the Comprehensive Plan designation of two (2) parcels that lie adjacent other Rural Commercial designated parcels from Rural Industrial to Rural Commercial. The amendment will revise and update *Appendix A Map* Folio *Figure 5 - 2017 Periodic Update Land Use Designations Map* in *Appendix A* of the *Benton County Comprehensive Plan* and if necessary other tables and text in the Plan that may refer to the current use or designation of the property.

A rezone of the property from the current Light Industrial zoning designation to a Commercial zoning designation will be required after the Comprehensive Plan Amendment process is completed.

PUBLIC NOTICE:

1. Legal notification for the 2021 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 20, 2021 (PCM 1.7).

2. The application for CPA 2021-004 was submitted to the Benton County Planning Division on November 19, 2020 (PCM 1.10).

3. The application was declared complete for processing on November 25, 2020.

4. An Environmental Checklist (EA 2020-031) (PCM 1.12) was submitted on November 19, 2021, revised and resubmitted on February 11, 2021 and a Determination of Non-Significance (PCM 1.13) was issued on March 31, 2021 with a 14-day comment period.

5. The application documents were distributed to reviewing agencies on March 31, 2021.

6 The application documents were provided Washington State Department of Commerce on March 31, 2021, through their online submittal system, initiating their 60-day review. (PCM 1.9)

7. Legal notification for the Planning Commission public hearing was published on April 28, 2021 in the Prosser Record Bulletin. (PCM 1.8)

8. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on April 28, 2021.

9. The Planning Commission public hearing is scheduled for May 11, 2021.

STATE ENVIRONMENTAL POLICY ACT:

CPA 2021-004 has been reviewed under the requirements of the State Environmental Policy Act, and a Determination of Non-Significance (DNS) (PCM 1.13) was issued on March 31, 2021 with a 14-day comment period ending on April 14, 2021. Copies of the Environmental Checklist (PCM 1.12), the Determination of Non-Significance (PCM 1.13), and the comments received from reviewing agencies are attached to this memorandum (PCM 1.14 and 1.17).

APPLICABLE STANDARDS/ORDINANCES:

1. Benton County Code (BCC) 16.14.030, Comprehensive Plan – Amendments - Persons Eligible to Request Amendments - Applications.

2. Benton County Code (BCC) 16.14.040, Comprehensive Plan – Amendments - Public Notice of Deadline for Submittal of Complete Applications.

3. Benton County Code (BCC) 16.14.050, Comprehensive Plan – Amendments - Application Period.

4. Benton County Code (BCC) 16.14.060, Comprehensive Plan – Amendments - Documentation required for a complete application.

5. Benton County Code (BCC) 16.14.080, Comprehensive Plan – Amendments - Procedural Steps for Review of Proposed Amendments.

6. Benton County Comprehensive Plan, 1.7 Amendments to this Comprehensive Plan.

7. Benton County Comprehensive Plan, 2 Goals and Policies.

8. Benton County Comprehensive Plan, 3 Land Use Element.

9. Benton County Comprehensive Plan, 3.5 Countywide Planning Policies.

10. Benton County Comprehensive Plan, 5 Economics Element.

11. Growth Management Act (GMA) – RCW 36.70A, including RCW 36.70A.011, RCW 36.70A.020, RCW 36.70A.106, and RCW 36.70A.130.

    Revised Code of Washington
    RCW 36.70A.011, Rural Lands

    RCW 36.70A.020, Planning Goals

    RCW 36.70A.106, Comprehensive Plans – Development regulations – Transmittal to state – Amendments – Expedited review

    RCW 36.70A.130, Comprehensive Plans – Review procedures and scheduled - Amendments

12. Benton County Code Chapter 6.35 Environmental Policy

AGENCY COMMENTS:

1. The application documents were distributed to the following reviewing agencies on March 31, 2021.

    a. Benton County Building Division
    b. Department of Natural Resources – Ellensburg
    c. Department of Natural Resources – Olympia
    d. Benton Clean Air Authority
    e. Benton County Public Works Department
    f. Benton-Franklin Health District
    g. Washington State Department of Transportation
    h. Washington State Department of Health
    i. Department of Ecology – Olympia
    j. Department of Ecology – Yakima
    k. Benton County Fire Marshal
    l. Department of Fish and Wildlife
    m. Bureau of Reclamation

n. Bureau of Land Management
o. Benton County Fire District #1
p. Futurewise
q. Department of Archaeology/Historic Preservation
r. Tom Price – Environmental Review, Inc.
s. City of Kennewick
t. City of Richland
u. Kennewick Irrigation District
v. Department of Commerce

2. Agency comments were received from:

a. Washington State Department of Transportation
b. Kennewick Irrigation District
c. Benton County Fire Marshal
d. Benton County Public Works

3. The following are general comments and discussion points from the Planning Division:

a. The Planning Division analyzed the application for consistency with the Growth Management Act, the Benton County Comprehensive Plan, the County-Wide Planning Policies, and other regulations adopted by Benton County as applicable.
b. The subject parcels are designated Rural Industrial by the Benton County Comprehensive Plan.
c. The proposed Comprehensive Plan designation of Rural Commercial and anticipated zone change to a Commercial designation will allow commercial activities, potentially including retail and services, to an area of Benton County experiencing increased residential growth.
d. Adjoining properties to the west, north, and east are designated Rural Industrial while those to south are designated Rural Commercial.

CRITERIA FOR FINDINGS OF FACT:

1. **Benton County Code** (**BCC) 16.14.030,** Comprehensive Plan – Amendments - Persons Eligible to Request Amendments - Applications.

(b) Applications to amend any other portion of the County's Comprehensive Plan can be submitted at the direction of the Benton County Planning Commission, Benton County Board of Commissioners, the Benton County Planning Director, any owner of property in unincorporated Benton County seeking an amendment that only affects that person's property, any resident of unincorporated Benton County supported by signatures of ten (10) residents of unincorporated Benton County, or any general or special purpose local governmental entity operating in Benton County pursuant to an adopted resolution of its legislative body or board of directors.

2. **Benton County Code (BCC) 16.14.040,** Comprehensive Plan – Amendments - Public Notice Deadline for Submittal of Complete Application.

(a) Prior to October 1st of each year, the Planning Department shall place legal notices in the official county newspaper announcing the December 1st deadline for submitting complete applications for amendments to the Comprehensive Plan.

3. **Benton County Code** (**BCC) 16.14.050,** Comprehensive Plan – Amendments - Application Period.

(a) Subject to the exceptions found in RCW 36.70A.130(2)(a) and 36.70A.130(2)(b), applications to amend the Comprehensive Plan shall only be accepted between October 1st and December 1st of any year, and all applications will be considered concurrently by the Board of County Commissioners in the calendar year that follows the year in which the application is submitted.

4. **Benton County Code** (**BCC) 16.14.060,** Amendments to the Benton County Comprehensive Plan – Amendments - Documentation required for a complete application.

(a) Within fourteen (14) days after receiving an application for amendment to the Comprehensive Plan, the County Planning Department shall review the application and place in the mail or personally deliver a written determination addressed to the applicant stating that the application is complete or that the application is incomplete and identifying what is necessary to make the application complete.

(b) All applications for amendment to the Comprehensive Plan must provide all information requested on the application form and include the following documentation:

(1) a completed environmental checklist in accordance with the State Environmental Policy Act (SEPA);

(2) an application fee as set by resolution of the Board of County Commissioners;

(3) a textual and graphic description of the requested Comprehensive Plan amendment which shall identify the specific portions of the Plan proposed for amendment;

(4) an explanation of why the amendment is being proposed; and

(5) the signature of the person or persons eligible to make the application as set forth in BCC 16.14.030.

5. **Benton County Code (BCC) 16.14.080,** Comprehensive Plan – Amendments - Procedural Steps for Review of Proposed Amendments.

(a) The Planning Department will initiate review of complete applications by listing them in a posted legal notice along with the State Environmental Policy Act (SEPA) review dates. Analysis of each application for consistency with the Washington State Growth Management Act and the Comprehensive Plan, including the adopted County-wide Planning Policies, will be conducted and summarized in a staff report. The Planning Department shall also make a recommendation to the Planning Commission for approval or denial of each application.

(b) The Planning Commission will conduct at least one open record public hearing on the applications and forward a recommendation for approval or denial of each application to the Board.

(c) The Board of County Commissioners will conduct at least one open record public hearing on the applications prior to approving, approving with modifications and/or conditions, or denying the applications.

6. **Benton County Comprehensive Plan**, 1.7 Amendments to this Comprehensive Plan.

Amendments to the Comprehensive Plan are legislative actions requiring County Commissioners' approval. Amendments must be approved as prescribed by the GMA. With a few exceptions, they cannot be considered more often than once per year and in accordance with specific procedures. Major updates occur by legislative action on an 8-year cycle as established by RCW 36.70A.130 (4)(c).

Amendments can be requested by the County or by private individuals. Multiple applications for amendments will be considered in a single legislative review process in order to evaluate the potential cumulative effect of the requests. All amendment requests require a public hearing with the Planning Commission, which then makes a recommendation to the County Commission. The County Commission will approve or deny the amendments in a public hearing. Public involvement with this process is required and encouraged through direction of the County Public Participation Plan.

Annual amendments will address the issues of major or minor land use classification changes; changes to the goals, policies, and text of the Comprehensive Plan; changes to supporting data and implementation; changes to the Land Use Maps; and changes to the inventories and technical documents.

7. **Benton County Comprehensive Plan**, 2 Goals and Policies.

<u>Section 2.2 Land Use</u>
LU Goal 1: Ensure that land uses are compatible with surrounding uses that maintain public health, safety, and general welfare.

Policy 1: Maintain a mix of land uses that supports the character of each rural community.

Policy 3: Maximize the opportunities for compatible development within land use designations to serve a multitude of compatible uses and activities.

<u>Section 2.6 Economic Development</u>
ED Goal 1: Create a balanced and diverse economy that provides an opportunity to make economic and lifestyle choices for Benton County residents.

Policy 3: Provide adequate, accessible commercial areas while minimizing impact on surrounding uses.

Policy 4: Facilitate economic growth and prosperity while preserving the existing rural quality of life and character, as it is defined by rural residents.

ED Goal 2: Provide employment opportunities in unincorporated Benton County.

Policy 4: Designate uses within "Rural Commercial" areas as those which either serve interstate freeway traffic or are located at the center of rural communities to serve their needs.

8. **Growth Management Act,** RCW 36.70A, including RCW 36.70A.011, RCW 36.70A.020, RCW 36.70A.106, and RCW 36.70A.130.

Revised Code of Washington

RCW 36.70A.011, Rural Lands

RCW 36.70A.020, Planning Goals

RCW 36.70A.106, Comprehensive Plans – Development regulations – Transmittal to state – Amendments – Expedited review

RCW 36.70A.130, Comprehensive Plans – Review procedures and scheduled – Amendments

9. **Benton County Code Chapter 6.35 Environmental Policy, WAC 197-11, and RCW 43.21C.120.**

As provided in this section and in WAC 197-11-350, the responsible official may issue a determination of non-significance (DNS) based on conditions attached to the proposal by the responsible official or on changes to, or clarifications of, the proposal made by the applicant.

RECOMMENDATION

The Benton County Planning Division recommends that the Planning Commission forward a **recommendation of approval** to the Benton County Board of Commissioners for application CPA 2021-004, changing the land use designation from Rural Industrial to Rural Commercial and updating Appendix A-Map Folio Figure 5 to reflect said land use designation with the following suggested findings of fact and motion.

SUGGESTED FINDINGS OF FACT:

The following Findings of Fact are based on comments received up to the date of this staff memo. Any comments received after the completion of this staff memo or submitted during the advertised public hearing for CUP 2021-004 will need to be considered by the Planning Commission and may be added to the suggested Findings of Fact as set forth below. The Planning Commission may decide to adopt these as their own or amend/add to these Findings of Fact after holding the open public hearing.

FINDINGS OF FACT

1. The applicant proposes to modify the Comprehensive Plan designation of two (2) parcels that lie adjacent other Rural Commercial designated parcels from Rural Industrial to Rural Commercial. The amendment will revise and update *Figure 5 - 2017 Periodic Update Land Use Designations Map* in *Appendix A* of the *Benton County Comprehensive Plan* and if necessary other tables and text in the Plan that may refer to the current use or designation of the property.

    a. A rezone of the property from the current Light Industrial zoning designation to a Commercial zoning designation will be required after the Comprehensive Plan Amendment process is completed.

2. The applicant is 5D Development at Cottonwood I LLC whose mailing address is 410 Fanning Rd., Pasco, WA 99301.

3. The properties are addressed as 106904 and 107010 E. Detrick PR SE, Kennewick, WA 99338 and are located approximately 1/4 mile west of the intersection of Wiser Parkway and E. Badger Road.
(Lots 1 and 2 of Short Plat 3669/ Parent parcel # 1-1188-102-0000-004).

4. The properties collectively comprise approximately 2.0 acres in size.

5. The subject parcels are currently designated Rural Industrial by the Benton County Comprehensive Plan.

6. The proposed Comprehensive Plan designation of Rural Commercial, and anticipated zone change to a Commercial designation, will allow commercial activities, potentially including retail and services, to an area of Benton County experiencing increased residential growth.

7. The proposed change to Rural Commercial will provide additional employment opportunities in the unincorporated portions of Benton County.

8. Adjoining properties to the west, north, and east are designated Rural Industrial while those to south are designated Rural Commercial.

9. Public notice and application requirements have been completed for the Comprehensive Plan Amendment request as follows:
   a. Legal notification for the 2021 Comprehensive Plan Amendment Docket was published in the Prosser Record Bulletin on January 20, 2021.
   b. The application for CUP 2021-004 was submitted to the Benton County Planning Division November 19, 2020.
   c. The application was declared complete for processing on November 25, 2020.
   d. The application documents were distributed to reviewing agencies on March 31, 2021.
   e. The application documents were provided Washington State Department of Commerce on March 31, 2021, through their online submittal system, initiating their 60-day review.
   f. Legal notification for the Planning Commission public hearing was published on April 28, 2021 in the Prosser Record Bulletin.
   g. Notice of the Planning Commission public hearing was emailed/mailed to property owners of record within 300 feet of the proposal on April 28, 2021.
   h. The Planning Commission public hearing is scheduled for May 11, 2021.

10. The application submittal, eligibility, public notice, and procedural steps for CUP 2021-004 is consistent with *Benton County Code (BCC) Chapter 16.14 Amendments to the Benton County Comprehensive Plan*.

11. The application for CUP 2021-004 is consistent with the *Benton County Comprehensive Plan, 1.7 Amendments to this Comprehensive Plan*.

12. The application for CUP 2021-004 is consistent with the goals and policies of the Benton County Comprehensive Plan:

    a. Section 2.2 Land Use
    LU Goal 1: Ensure that land uses are compatible with surrounding uses that maintain public health, safety, and general welfare.

Policy 1: Maintain a mix of land uses that supports the character of each rural community.

Policy 3: Maximize the opportunities for compatible development within land use designations to serve a multitude of compatible uses and activities.

b. Section 2.6 Economic Development
ED Goal 1: Create a balanced and diverse economy that provides an opportunity to make economic and lifestyle choices for Benton County residents.

Policy 3: Provide adequate, accessible commercial areas while minimizing impact on surrounding uses.

Policy 4: Facilitate economic growth and prosperity while preserving the existing rural quality of life and character, as it is defined by rural residents.

ED Goal 2: Provide employment opportunities in unincorporated Benton County.

Policy 4: Designate uses within "Rural Commercial" areas as those which either serve interstate freeway traffic or are located at the center of rural communities to serve their needs.

13. The application for CUP 2021-004 is consistent with the *Benton County Comprehensive Plan, 5 Economics Element*.

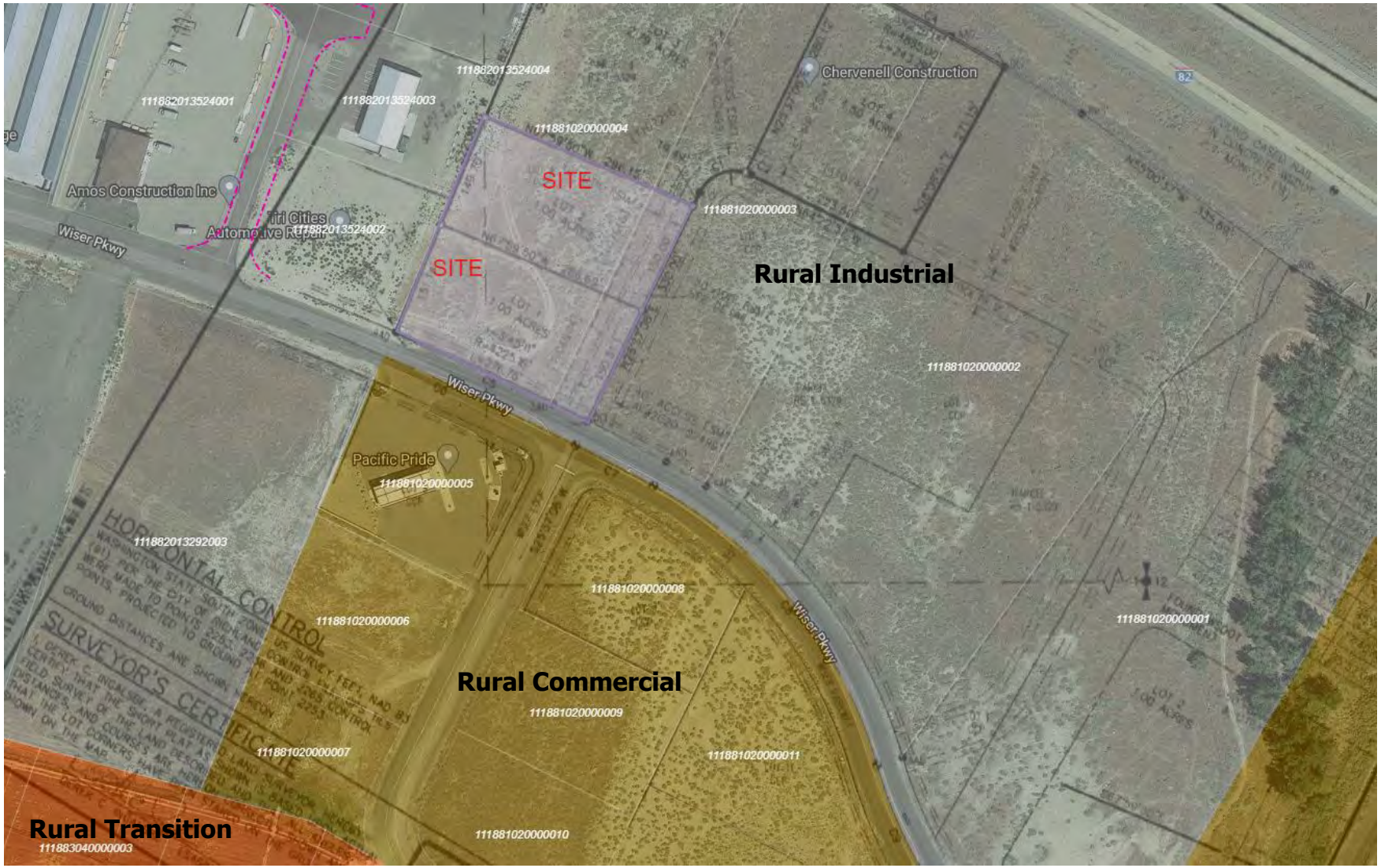
14. The application for CUP 2021-004 is consistent with the Growth Management Act (GMA) – RCW 36.70A, including RCW 36.70A.011, RCW 36.70A.020, RCW 36.70A.106, and RCW 36.70A.130.

SUGGESTED MOTION

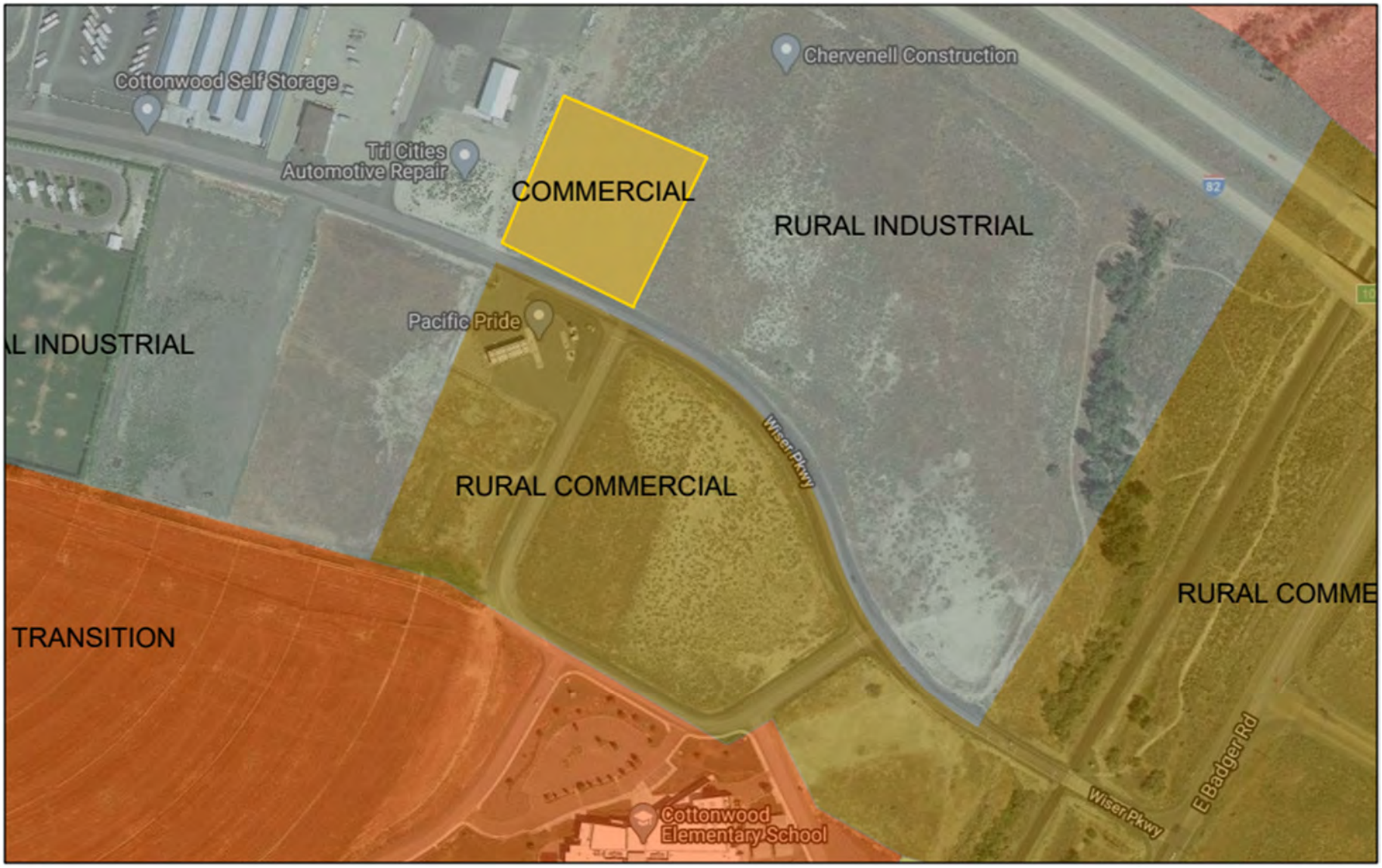
I move that the Planning Commission forward a **recommendation for approval** subject to the fourteen (14) Findings of Fact listed in the Staff Report dated April 22, 2021 for Application CUP 2021-004, amending the Comprehensive Plan Land Use Designation from Rural Industrial to Rural Commercial and amending Appendix A-Map Folio Figure 5, Land Use Designation Map to reflect said change in land use designation to the Benton County Board of Commissioners, and that the Chairman along with the Secretary of the Planning Commission develop written findings for approval and signature of the Planning Commission Chairman.

PCM 1.2

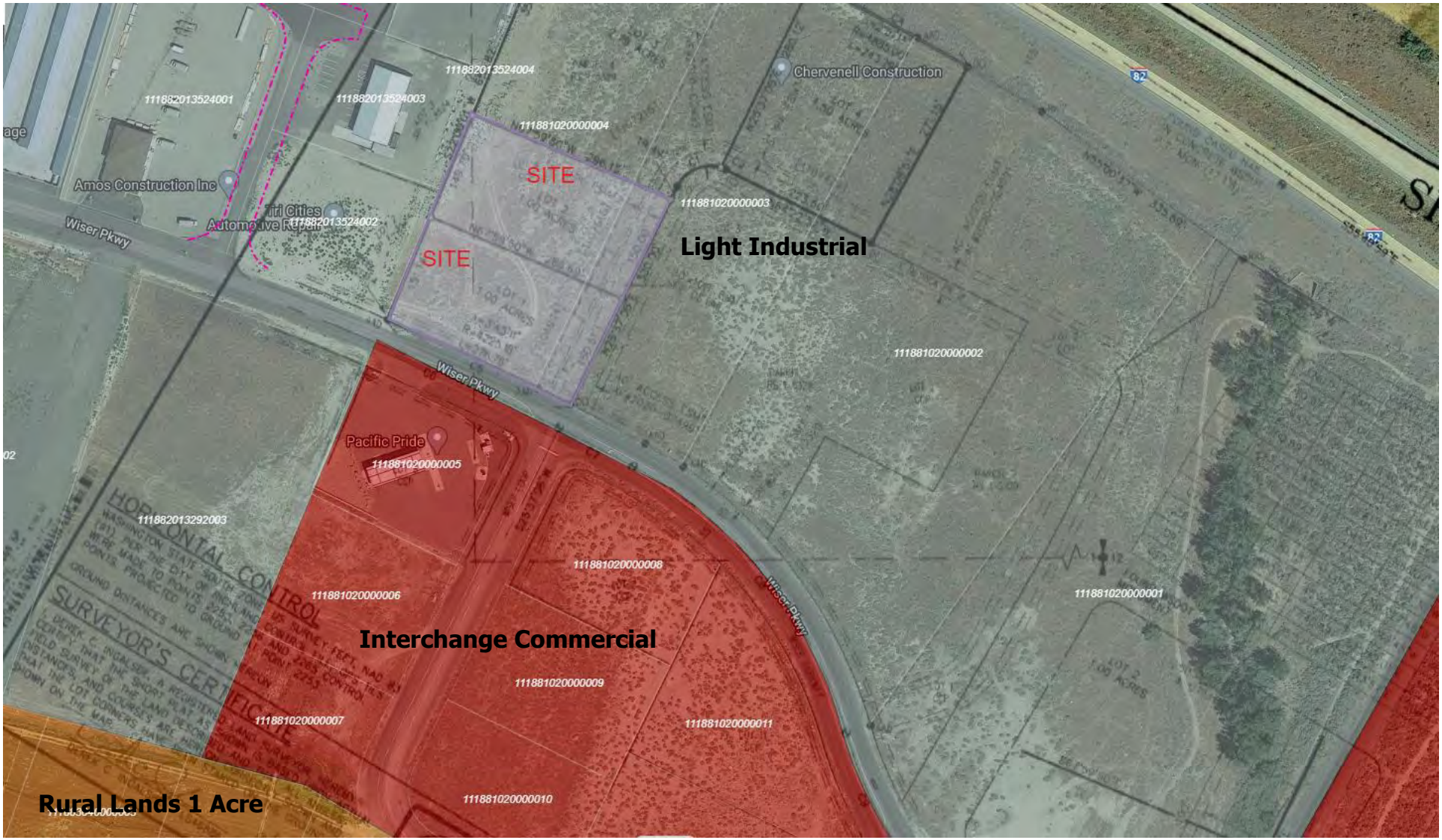
CPA 2021-004/EA 2020-036
Current Comp. Plan Designations
March 29, 2021



EA 2020-036/CPA 2021-004
Proposed 2021 Comprehensive Plan Designations
March 30, 2021



CPA 2021-004/EA 2020-036
Current Zoning Designations
March 29, 2021



EA 2020-036/CPA 2021-004
Proposed 2021 Zoning Designations
March 30, 2021

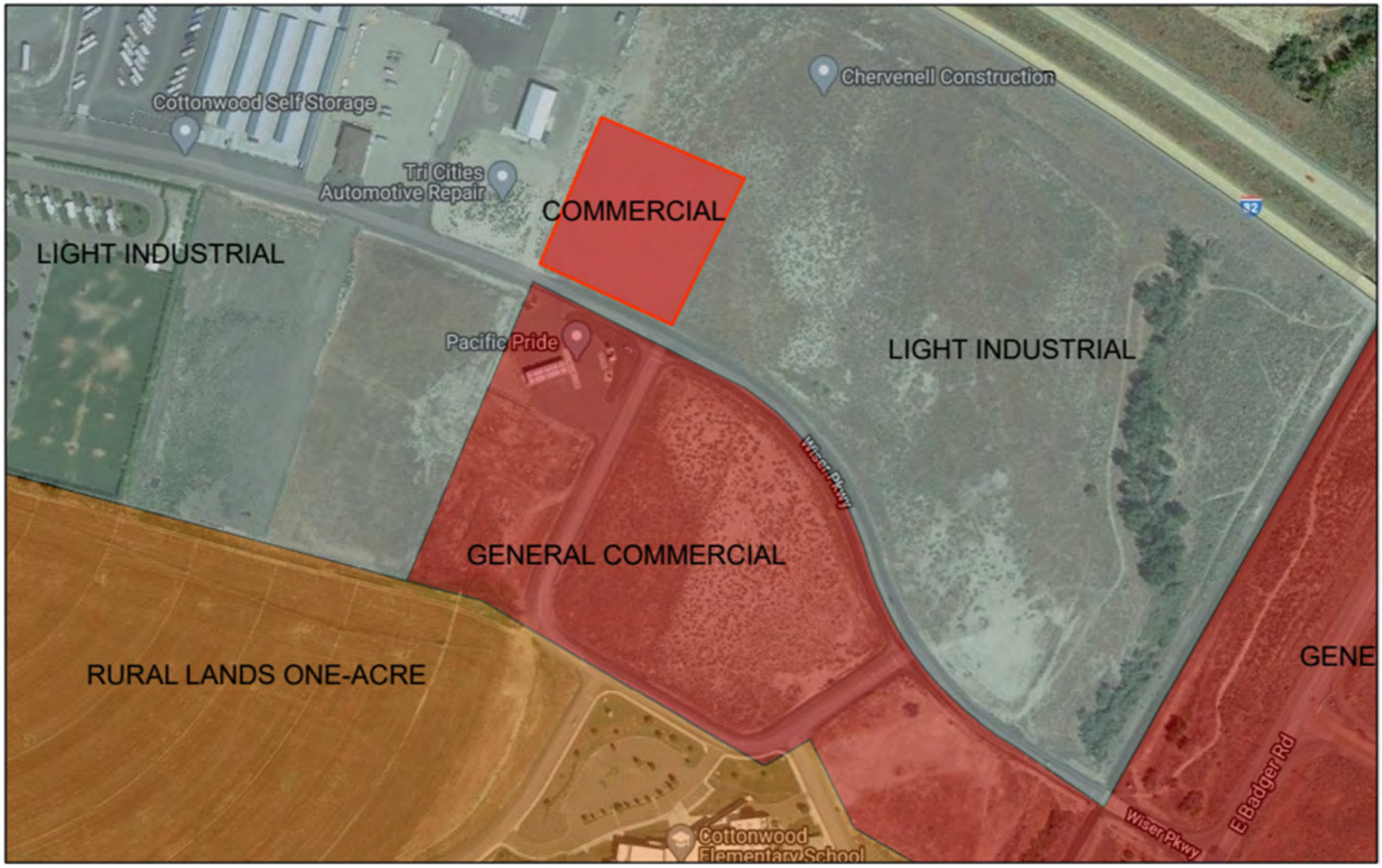
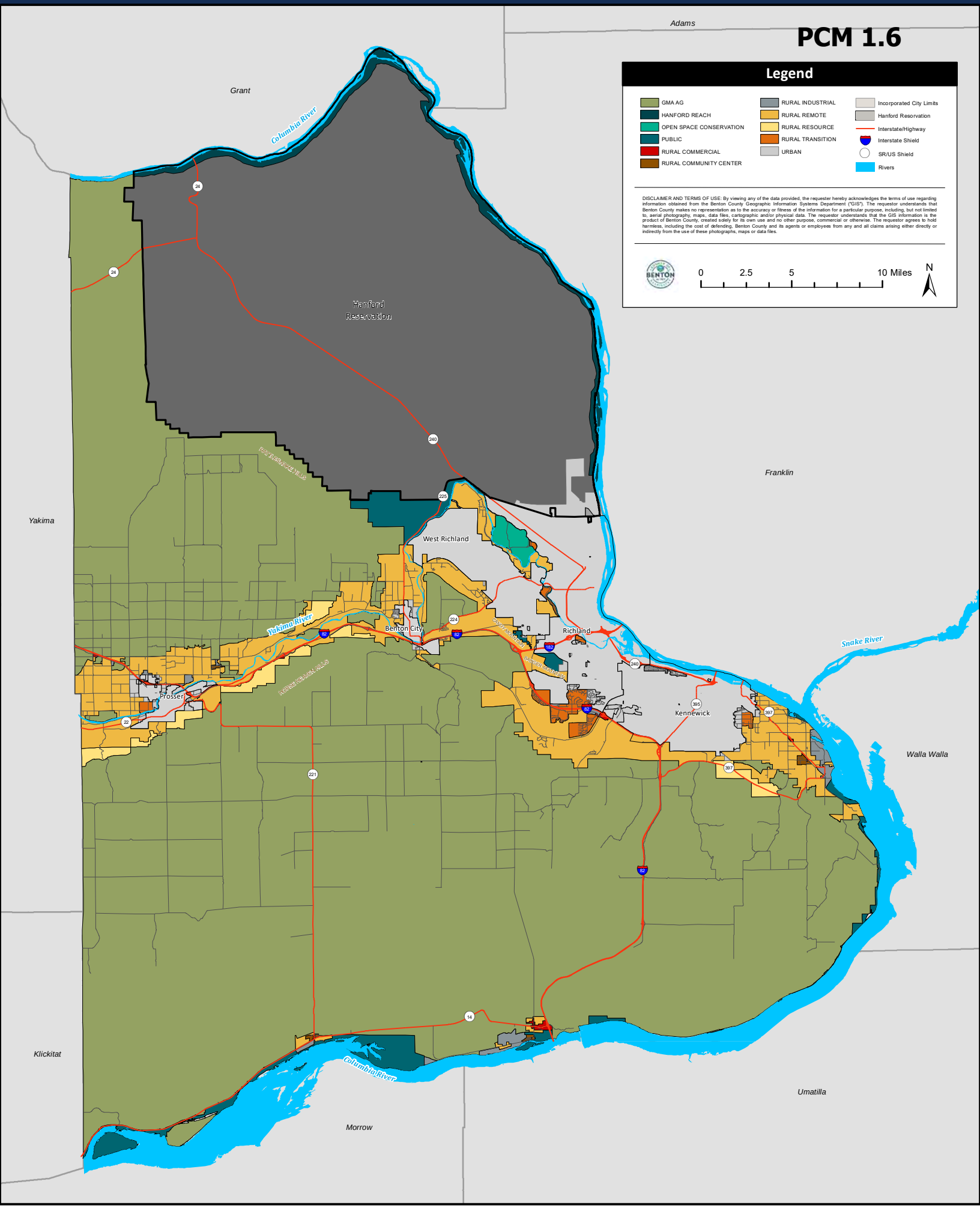


Figure 5: Future/Proposed Land Use Designations Map - Benton County Comprehensive Plan Update Appendix A: Map Folio / April 2021 Draft



Planning Department
(509) 786-5612
P.O. Box 910
Prosser, WA 99350

www.co.benton.wa.us
planning.department@co.benton.wa.us
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway

PCM 1.10

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

RECEIVED
NOV 20 2020
Benton Co. Planning Dept.

File No. CPA 2021-004

1. NAME OF APPLICANT: 5D Development

MAILING ADDRESS: 410 Fanning Rd. Pasco, WA 99301

TELEPHONE: 509-727-9107

CONTACT PERSON: Dalton Walker - Knutzen Engineering - 509-222-0959

2. LEGAL OWNER(S) OF RECORD, if different from applicant: (Attach additional sheet if necessary.)

Name: 5D Development at Cottonwood I LLC - Mike Detrick

Address: 410 Fanning Rd. Pasco, WA 99301

Phone: 509-727-9107

Please answer the following questions, if more space is needed please use attachments.

1. Address, parcel number and legal description of property:
E Detrick PR SE - Temporary for both
Lot 1 & Lot 2 of Parent parcel 111881020000004 (Short Plat 3669)

2. What is the current use of the property?
Vacant

3. What is the existing comprehensive plan designation for the area in which the property is located?
Rural - Industrial

4. What is the proposed use of the property?
Commercial use

5. State the requested amendment language or proposed plan designation for the property:
Rural - Commercial

6. Prepare and attach a site map showing the area in which a plan change is being sought: If the amendment requires a map plan change, please show clearly the following: the proposed plan change boundaries, map scale, north arrow, date of preparation, major physical boundaries; both natural and man-made, lying within or adjacent to the affected area (I. e., including but not limited to highways, railroads, rivers, streams, power lines, schools, and other public outbuildings, etc.), section, township and range lines are to be shown and identified If in shoreline area, define existing shorelines area as shown in existing shorelines master plan and indicate the existing environment designation.

7. What are the reasons for the requested amendment include substantial information why the provisions, map designations, etc., of the adopted plan are not sufficient to satisfy the concern that gives rise to the amendment request:

The developers want to open the property up to other uses that are allowable in the commercial designation and not the industrial. These potential commercial uses will will benefit the surrounding residential community because the currently available commercial zoning is limited and already unavailable.

8. Include information on the availability and location of utilities and roads, means of providing water and waste disposal, schools, parks, and the availability of sheriff and fire protection services:
Utilities, access and emergency services are currently available to both parcels.

9. Please provide supporting information on how the proposal complies with the comprehensive plan amendment evaluation criteria (see attached):
The proposed commercial is abutting an extension of commercial to the south and will extend it since there is such a small amount currently available. Added commercial zoning will provide additional retail goods and services to an area of the county experiencing increased residential growth and densities.

10. Include any other substantiated information that you feel is necessary or relevant for consideration:

_____

_____

_____

_____

Please use additional pages when required to provide ten (10) resident support signatures:

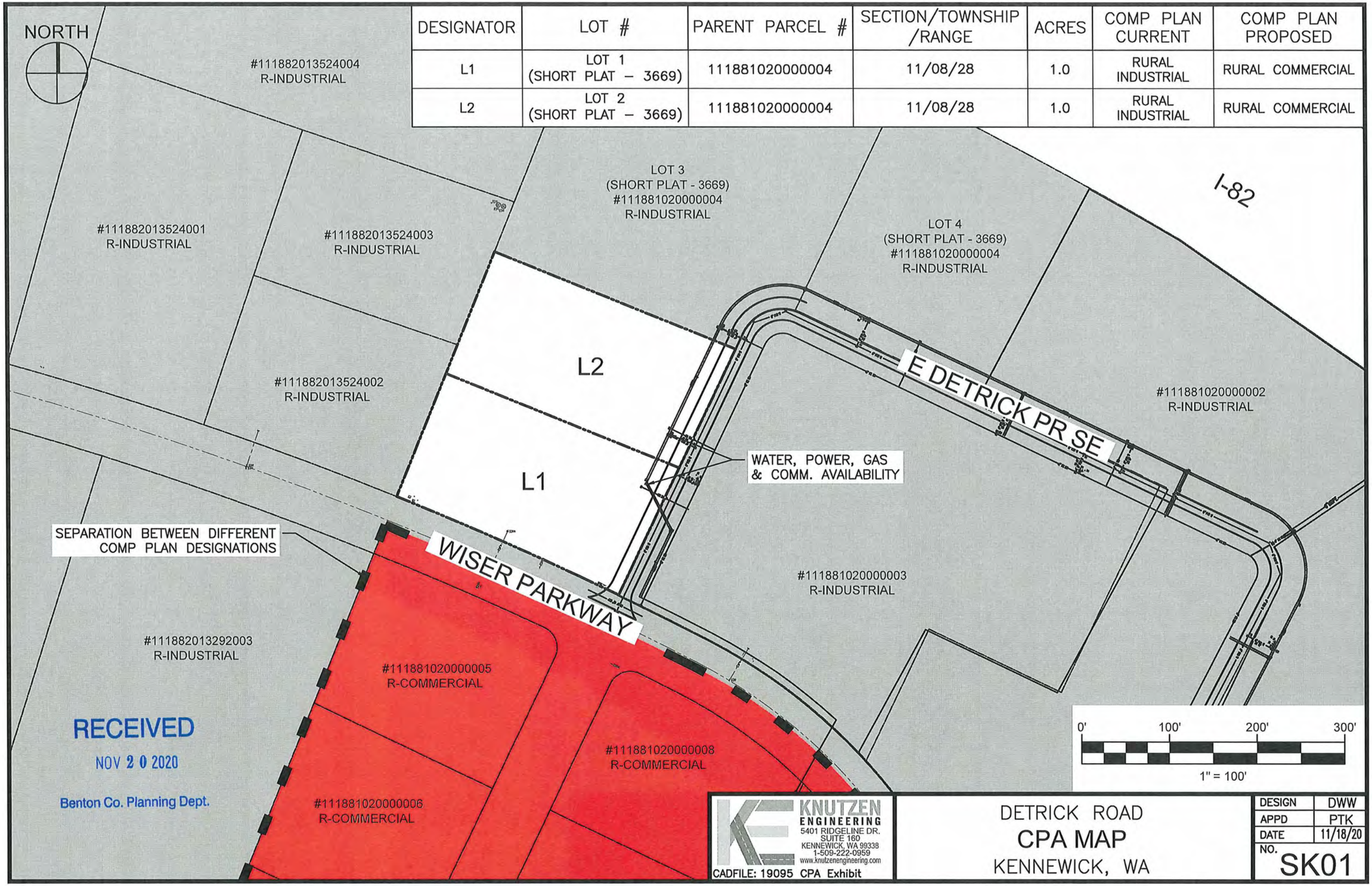
Dalton Walker	Dalton Walker	11-19-2020
Applicant's Signature	Printed Name	Date
	MICHAEL DERRICK	11/19/20
Signature of Legal Owner's	Printed Name	Date
Signature of Person with Additional Ownership Interest	Printed Name	Date
Signature of Person with Additional Ownership Interest	Printed Name	Date
Signature of Person with Additional Ownership Interest	Printed Name	Date

ALL persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.

An application fee of $1000.00 must be submitted with this application. **This fee is non- refundable.** Please make check payable to Benton County Treasurer.

PCM 1.11

DESIGNATOR	LOT #	PARENT PARCEL #	SECTION/TOWNSHIP /RANGE	ACRES	COMP PLAN CURRENT	COMP PLAN PROPOSED
L1	LOT 1 (SHORT PLAT – 3669)	111881020000004	11/08/28	1.0	RURAL INDUSTRIAL	RURAL COMMERCIAL
L2	LOT 2 (SHORT PLAT – 3669)	111881020000004	11/08/28	1.0	RURAL INDUSTRIAL	RURAL COMMERCIAL



RECEIVED
NOV 20 2020
Benton Co. Planning Dept.

KNUTZEN ENGINEERING
5401 RIDGELINE DR.
SUITE 160
KENNEWICK, WA 99338
1-509-222-0959
www.knutzenengineering.com
CADFILE: 19095 CPA Exhibit

DETRICK ROAD
CPA MAP
KENNEWICK, WA

DESIGN	DWW
APPD	PTK
DATE	11/18/20
NO.	SK01

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.7

Benton County Planning Department
2021 Comprehensive Plan Amendment Docket

The 2021 Benton County Comprehensive Plan amendment cycle for the review of proposed amendments begins with the docketing of proposals. The County has received the following application proposals for amendment to the Benton County Comprehensive Land Use Plan:

CPA 2021-001 - A proposal by Dalton Walker-Knutzen Engineering, requesting a change in the land use designation from Rural Remote to Rural Commercial on five parcels located in the Finley rural area between Lechelt Road and SR 397, in the Northwest Quarter of Section 26, Township 8 North, Range 30 East, W.M.

CPA 2021-003 - A proposal by Benton County for a text amendment to the Goals and Policies Section, 2.7-Housing, and to the Housing Element, Sections 6.2-Existing Conditions and 6.4.2-Housing Types amending the wording of farm labor housing and also an amendment to correct an omission to the boundaries of the Rural Industrial land use designation to include six parcels in the Finely rural area located south of Lechelt Road and north of SR 397 in Section 26, Township 8 North, Range 30 East, amending Appendix A, Figure 5 - 2017 Periodic Update Land Use Designation Map.

CPA 2021-004 - A proposal by 5D Development requesting a change in the land use designation from Rural Industrial to Rural Commercial on a 3.07-acre parcel located off E. Detrick PR SE and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M.

These applications will be reviewed under the requirements of SEPA (RCW 43.21C) and Title 16.14 of the Benton County Code. The Planning Department will initiate the review and analysis of each application for consistency with the Growth Management Act and the Comprehensive Plan, including the adopted Benton County-wide Planning Policies and prepare a staff report with a recommendation to the Planning Commission for the approval or denial of each application. The Planning Commission will conduct an open record hearing and forward their recommendations to the Board of County Commissioners (BOCC). The BOCC will conduct an open record hearing to consider and act upon the Planning Commission recommendation. Final actions on the proposed amendments are anticipated by June 30, 2021. Notification of the hearings will be published in advance; those interested in receiving a notice by mail or email regarding the above actions may call the Benton County Planning Department: at (509) 786-5612 (Prosser) or (509) 736-3086 (Tri-Cities). Information regarding the amendment process is available via the County website at www.co.benton.wa.us

Greg Wendt, Planning Manager
BENTON COUNTY PLANNING DEPARTMENT

PUBLISHED: Wednesday, January 20, 2021.

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.8

NOTICE OF PUBLIC HEARING

NOTICE OF HEARING before the Benton County Planning Commission, in the matter of the proposed 2021 annual amendments to the Benton County Comprehensive Plan; pursuant to Washington State Planning Law RCW 36.70A.130.

NOTICE IS HEREBY GIVEN that public comment will be taken on the proposed Comprehensive Plan Amendments to the Benton County Comprehensive Plan on Tuesday, May 11, 2021 at 6:00 p.m., via a virtual meeting format (see below for more information). Proposed amendments are as follows:

CPA 2021-001 - A proposal by Dalton Walker-Knutzen Engineering, requesting a change in the land use designation from Rural Remote to Rural Commercial on five parcels located in the Finley rural area between Lechelt Road and SR 397, in the Northwest Quarter of Section 26, Township 8 North, Range 30 East, W.M.

CPA 2021-003 - A proposal by Benton County for a text amendment to the Goals and Policies Section, 2.7-Housing, and to the Housing Element, Sections 6.2-Existing Conditions and 6.4.2-Housing Types amending the wording of farm worker housing and an amendment to correct an omission to the boundary of the Rural Industrial land use designation to include six parcels in the Finley rural area located south of Lechelt Road and north of SR 397 in Section 26, Township 8 North, Range 30 East, amending Appendix A, Figure 5 - 2017 Periodic Update Land Use Designation Map.

CPA 2021-004 - A proposal by 5D Development requesting a change in the land use designation from Rural Industrial to Rural Commercial on Lots 1 and 2 of short plat 3669 located off E. Detrick PR SE and Wiser Parkway in Section 11, Township 8 North, Range 28 East, W.M.

NOTICE IS FURTHER GIVEN that the proposed Comprehensive Plan Amendments have been reviewed under the requirements of the State Environmental Policy Act and Determinations of Non-Significance (DNS) were issued on March 30, 2021 for CPA 2021-003 and March 31, 2021 for CPA 2021-001 and 2021-004. Accordingly, Environmental Impact Statements were not required on any of these proposals. Any comments regarding these determinations and the environmental impacts of the proposals can be made at the Planning Commission Hearing using the method noted below or in writing to the Benton County Planning Division by 3 p.m. on Monday May 10, 2021.

Due to Governor's "Stay Home, Stay Healthy" order the County Offices are closed to the public at this time. To continue to provide public access to the Planning Commission meetings, Benton County will be providing telephonic and video access for the public to view and provide testimony at the Planning Commission meetings. If you choose to join the

meeting telephonically, we ask that you please limit background noise or mute your line to prevent any unnecessary interruption to the meeting. To find information on virtual attendance options, including streaming video, WebEx video conferencing and telephone, please visit www.tinyurl.com/BCPublicNotice.

If you wish to provide comments on any of the actions before the Planning Commission, we ask that you please fill out our online form (found at https://tinyurl.com/testifyform) and submit your request to our office. You must submit a request form to participate for each hearing that you wish to attend. If you prefer to make the request by phone, please call our office at 786-5612 and we can add you to the list for providing testimony. At the meeting the names of those wishing to testify will be called out and at that time you will be able to present your comments/concerns regarding the specific agenda item.

Comments regarding the proposed amendments or SEPA determinations of the proposals may also be submitted in writing to the Benton County Planning Division; P.O. Box 910, Prosser, WA 99350 or via email to planning.department@co.benton.wa.us. No individual with a disability shall be denied the benefit of participating in such meetings. If you wish to use auxiliary aids or require assistance to comment at a public meeting, please contact the Benton County Planning Division at least ten days prior to the meeting date to make arrangements for special needs.

At this hearing, the Planning Commission may recommend approval, or disapproval of the amendments to the Benton County Board of Commissioners. All parties concerned may present any support or objections for the applications per the phone-in instructions above. Information concerning the applications can be obtained at the Benton County Planning Division, by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

Dated this 22nd day of April 2021.

Martin Sheeran, Chairman
Benton County Planning Commission

Greg Wendt, Director
Planning Division

PUBLISH: April 28, 2021

STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • *PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000*
www.commerce.wa.gov

03/31/2021

Mr. Greg Wendt
Director
Benton County
1002 Dudley Avenue
Post Office Box 910
Prosser, WA 99350-0910

Sent Via Electronic Mail

Re: Benton County--2021-S-2530--60-day Notice of Intent to Adopt Amendment

Dear Mr. Wendt:

Thank you for sending the Washington State Department of Commerce (Commerce) the 60-day Notice of Intent to Adopt Amendment as required under RCW 36.70A.106. We received your submittal with the following description.

Proposed Comprehensive Plan Amendment to change the land use designation from Rural Industrial to Rural Commercial on two parcels which will require a change to Figure 5-2017 Periodic update Land Use Designations Map in Appendix A of the Benton County Comprehensive Plan.

We received your submittal on 03/31/2021 and processed it with the Submittal ID 2021-S-2530. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 05/30/2021.

We have forwarded a copy of this notice to other state agencies for comment.

Please remember to submit the final adopted amendment to Commerce within ten days of adoption.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call William Simpson, (509) 280-3602.

Sincerely,

Review Team
Growth Management Services

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.13

Determination of Non-Significance

Proponent: 5D Development
410 Fanning Rd.
Pasco WA 99301

File No. EA 2020-036

Project Description: Comprehensive Plan Amendment (CPA 2021-004) proposes to modify the Comprehensive Plan designation, from Rural Industrial to Rural Commercial, on two (2) parcels owned by the applicant that lie adjacent other Rural Commercial designated parcels. The amendment will revise and update *Figure 5 - 2017 Periodic Update Land Use Designations Map* in *Appendix A* of the *Benton County Comprehensive Plan* and if necessary other tables and text in the Plan that may refer to the current use or designation of the property. A rezone of the property from Light Industrial zoning designation to a Commercial zoning designation will be applied for after the Comprehensive Plan Amendment process is completed.

Project Location: The proposed amendment to the Comprehensive Plan Amendment applies to two parcels, identified as Lots 1 and 2 of Short Plat 3669. The parcels are located on the north side of E. Wiser Parkway and west of E. Detrick PR SE.

Jurisdiction: Benton County, Washington

Lead Agency: Benton County Planning Division

Threshold Determination: The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist, comments received from various agencies and other information on file with the lead agency. This information is available to the public on request.

This DNS is issued under WAC 197-11-340(2) the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by April 14, 2021.

Administrative appeals of threshold determinations of non-significance are not allowed.

SEPA Responsible Official: Greg J. Wendt
Position/Title: Community Development Department Director
Address: P.O. Box 910, Prosser WA 99350

Date: March 31, 2021

Greg J. Wendt, Director
Community Development Dept.

DISTRIBUTION:

Applicant
Benton County Building Office
Department of Natural Resources -Ellensburg
Department of Natural Resources - Olympia
Benton Clean Air Authority
Benton County Engineer
Benton-Franklin Dist. Health Department
Department of Transportation
Washington State Department of Health
Department of Ecology - Olympia
Department of Ecology - Yakima
Benton County Fire Marshal
Dept. of Fish and Wildlife
Bureau of Reclamation
Bureau of Land Management
Fire District # 1
Futurewise
Department of Archaeology/Historic Preservation
Tom Price-Environmental Review Inc.
City of Kennewick
City of Richland
Kennewick Irrigation Dist.
Dept. of Commerce

PCM 1.12

Planning Department
P.O. Box 910
1002 Dudley Avenue
Prosser, WA 99350

Phone (509) 786-5612
Fax (509) 786-5629
planning.department@co.benton.wa.us
co.benton.wa.us

SEPA ENVIRONMENTAL CHECKLIST

RECEIVED
NOV 25 2020
Benton Co. Planning Dept.

File No. EA 2020-036

A. BACKGROUND

1. Name of proposed project, if applicable: Detrick Road CPA & Re-zone

2. Name of applicant: 5D Development

3. Address and phone number of applicant and contact person: 410 Fanning Rd. Pasco, WA 99301
Contact: Dalton Walker (Knutzen Engineering) 509-222-0959

4. Date checklist prepared: 11/20/2020

5. Agency requesting checklist: Benton County

6. Proposed timing or schedule (including phasing, if applicable): N/A

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
None

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. A geotechnical report has been prepared related to a neighboring construction and the private road.
No other environmental information has been prepared at this time

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. None known of.

10. List any government approvals or permits that will be needed for your proposal, if known. None.

11. Give a brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page.
Two parcels currently designated as Rural Industrial are requesting a Comprehensive Plan Amendment to be designated Rural Commercial. This will allow more opportunities for the land owner. The two parcels total 2 acres.

An application for rezone to Commercial designation is anticipated for the two parcels. (Brian Malley)

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. The two parcels are Lot 1 & Lot 2 of parent parcel 111881020000004. Also located on the north side of Wiser Parkway & Wiser Loop intersections and a portion of Section 11, Township 8 North, Range 28 East.

The parcels are Lots 1 & 2, of Short Plat 3669. (Brian Malley)

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (circle one):

Flat [✓] Rolling [✓] Hilly [ ] Steep Slopes [ ] Mountainous [ ]

Other _____

b. What is the steepest slope on the site (approximate percent slope)? 2%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Hezel loamy fine sand and Warden very fine sandy loam.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. N/A

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

N/A

basin inserts and protection. All stormwater run-off will be contained and managed on site.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? N/A

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

N/A

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. N/A

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.
N/A

c. Proposed measures to reduce or control emissions or other impacts to air, if any: N/A

3. Water

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. The nearest surface water body is the Columbia River, approximately 3.25 miles away and seasonal Amon Creek is adjacent to the site, which ultimately flows into the Columbia River.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. N/A

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.
N/A

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. N/A

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. N/A

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. N/A

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.
N/A

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.
N/A

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. N/A

2) Could waste materials enter ground or surface waters? If so, generally describe. N/A

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

N/A

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: N/A

4. Plants

a. Check the types of vegetation found on the site:

____ Deciduous tree *(alder, maple, aspen, other)*
____ Evergreen tree *(fir, cedar, pine, other)*
x ____ Shrubs
x ____ Grass
____ Pasture
____ Crop or grain
____ Orchards, vineyards or other permanent crops
____ Wet soil plants *(cattail, buttercup, bullrush, skunk cabbage, other)*
____ Water plants *(water lily, eelgrass, milfoil, other)*
____ Other types of vegetation

b. What kind and amount of vegetation will be removed or altered? N/A

c. List threatened and endangered species known to be on or near the site.

None known per the Washington Department of Fish and Wildlife.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: N/A

e. List all noxious weeds and invasive species known to be on or near the site.

None known.

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: birds: hawk, heron, eagle, songbirds, other; mammals: deer, bear, elk, beaver, other; fish: bass, salmon, trout, herring, shellfish, other. Hawk

b. List any threatened and endangered species known to be on or near the site. The Washington Department of Fish and Wildlife marks the Ferruginous Hawk as threatened at a state status and marks the area as a breeding area.

c. Is the site part of a migration route? If so, explain.

Yes, the Columbia Basin is part of a migration route for a number of fowl.

d. Proposed measures to preserve or enhance wildlife, if any:

None at this time.

e. List any invasive animal species known to be on or near the site.

None known.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

N/A

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

N/A

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: N/A

7. Environmental Health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

N/A

1) Describe any known or possible contamination at the site from present or past uses.

N/A

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project

area and in the vicinity. N/A

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

N/A

4) Describe special emergency services that might be required. N/A

5) Proposed measures to reduce or control environmental health hazards, if any: N/A

b. Noise

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? N/A

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. N/A

3) Proposed measures to reduce or control noise impacts, if any: N/A

conducted in a manner compliant with Benton County Policy and Washington State Maximum Environmental Noise Levels (Chapter 173-60-040 WAC).

8. Land and Shoreline Use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. The site is currently undeveloped property. Nearby property usages are commercial, a RV resort and Cottonwood elementary school.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? No.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: N/A

c. Describe any structures on the site. There are no structures on the site.

d. Will any structures be demolished? If so, what? N/A.

e. What is the current zoning classification of the site? Light Industrial

f. What is the current comprehensive plan designation of the site? Rural Industrial.

g. If applicable, what is the current shoreline master program designation of the site? N/A.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify. No.

i. Approximately how many people would reside or work in the completed project? N/A

j. Approximately how many people would the completed project displace? N/A

k. Proposed measures to avoid or reduce displacement impacts, if any: N/A

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: N/A

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: N/A.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low income housing. N/A

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low income housing. N/A

c. Proposed measures to reduce or control housing impacts, if any: N/A.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? N/A

b. What views in the immediate vicinity would be altered or obstructed? N/A

c. Proposed measures to reduce or control aesthetic impacts, if any:

N/A

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

N/A

b. Could light or glare from the finished project be a safety hazard or interfere with views?

N/A

c. What existing off-site sources of light or glare may affect your proposal? N/A

d. Proposed measures to reduce or control light and glare impacts, if any: N/A

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

N/A

b. Would the proposed project displace any existing recreational uses? If so, describe. N/A

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: N/A.

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe.

No.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. No.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. Internet search for project site. Washington State Department of Archeology and Historic Preservation, National Register of Historic Places in Benton County.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. N/A

N/A

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. The site is served by E Detrick PR SE off Wiser Parkway.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? The nearest Ben Franklin Bus Stop is located approximately 2.25 miles away at the intersection of Columbia Center Boulevard and W 7th Ave. Stop ID KE332

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? N/A

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). N/A

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. N/A

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as

commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? N/A

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. N/A

h. Proposed measures to reduce or control transportation impacts, if any: N/A

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. N/A

b. Proposed measures to reduce or control direct impacts on public services, if any. N/A

16. Utilities

a. Circle utilities currently available at the site:

electricity natural gas water refuse service telephone sanitary sewer system other

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

N/A

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:

Name of Signee Dalton Walker

Position and Agency/Organization Knutzen Engineering

Date Submitted: 11-19-20

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(**IT IS NOT NECESSARY** to use this sheet for project actions)

- Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.
- When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise? It is not expected that development authorized by the proposed Comprehensive Plan Amendment and re-zone would result in any increase of discharge to water emissions to air, production, storage, or release of toxic or hazardous substances, or production of noise.

a. Proposed measures to avoid or reduce such increases are: Development in Benton County must comply with all current land use and environmental permitting requirements.

2. How would the proposal be likely to affect plants, animals, fish, or marine life? The proposed amendment and rezone is not expected to affect plants, animals, fish or marine life.

a. Proposed measures to protect or conserve plants, animals, fish, or marine life are: N/A

3. How would the proposal be likely to deplete energy or natural resources? The proposed amendment change and rezone is not expected to result in additional depletion of energy or natural resources.

a. Proposed measures to protect or conserve energy and natural resources are: N/A

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands? The proposed Comprehensive plan amendment and rezone is not expected to affect environmentally sensitive areas or areas designated for governmental protection.

a. Proposed measures to protect such resources or to avoid or reduce impacts are: None

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans? The proposal will allow for commercial uses on the listed properties. The change from Rural Industrial to Rural Commercial will allow for continued improvements to be made to the existing businesses on the properties.

a. Proposed measures to avoid or reduce shoreline and land use impacts are: None

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The proposal may increase demands on transportation as well as public services and utilities if further commercial development occurs.

a. Proposed measures to reduce or respond to such demand(s) are: Further development will increase tax revenue for the County to maintain the increase in demand of public services and utilities.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment. The proposed Comprehensive Plan Amendment and rezone would not conflict with local, state or federal laws or requirements for the protection of the environment. Any future commercial development as a result of the Amendment will be licensed and permitted according to Benton County and Washington State policies and laws.

Donna Hutchinson

From: Clark Posey
Sent: Thursday, April 1, 2021 2:11 PM
To: Planning Department
Subject: RE: EA 2020-036 Agency Review

Fire Marshal Comments for: EA 2020-036 and CPA 2021-004

Comprehensive Plan Amendment (CPA 2021-004)

No specific requirements at this time, however additional Benton County Fire Marshal Codes for Fire Protection may be added at time of building construction.

Thank you,

Clark

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Wednesday, March 31, 2021 10:56 AM
To: john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; City of Kennewick - Fernando Garcia <Fernando.Garcia@ci.kennewick.wa.us>; City of West Richland-Eric Mendenhall (emendenhall@westrichland.org) <emendenhall@westrichland.org>; City of Richland-Mike Stevens (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; City of Richland-Kerwin Jensen (kjensen@ci.richland.wa.us) <kjensen@ci.richland.wa.us>; sydney.hanson@dahp.wa.gov; Dept. of Archaeology and Historic Preservation - SEPA Review (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Dept. of Ecology <SEPAUNIT@ecy.wa.gov>; Dept. of Ecology <crosepacoordinator@ecy.wa.gov>; Dept. of Ecology SEPA Register <separegister@ecy.wa.gov>; Dept. of Fish and Wildlife-Mark Teske <Mark.Teske@dfw.wa.gov>; Dept. of Fish and Wildlife, Eric Bartrand <bartrelb@dfw.wa.gov>; Dept. of Fish and Wildlife, Michael W. Ritter <rittemwr@dfw.wa.gov>; Dept. of Fish and Wildlife-SEPA Review (SEPADesk@dfw.wa.gov) <SEPADesk@dfw.wa.gov>; Dept. of Natural Resources (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; Dept. of Natural Resources <dnrmisepacenter@dnr.wa.gov>; Dept. of Natural Resources-Shafer (ana.shafer@dnr.wa.gov) <ana.shafer@dnr.wa.gov>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Dept. of Transportation- Paul G <Gonsetp@wsdot.wa.gov>; Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; Alison@futurewise.org; Futurewise <tim@futurewise.org>; Kennewick Irrigation District-Development (development@kid.org) <development@kid.org>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Tom Price-Environmental Review Inc. (envreview@gmail.com) <envreview@gmail.com>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; William Simpson, Dept. of Commerce (William.simpson@commerce.wa.gov) <William.simpson@commerce.wa.gov>; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Rod Worthington

<Rod.Worthington@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Bureau of Reclamation - C. Garner (cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>
Subject: EA 2020-036 Agency Review

The Benton County Planning Department has prepared the attached DNS in accordance with the State Environmental Policy Act regulation. This DNS is being circulated for review by all agencies with jurisdiction. We are circulating it for comments on the **environmental impacts** of this action. We appreciate your review of the proposal and return of comments no later than **April 14, 2021**. This proposal will not be acted upon before that time. Please send your comment via email to planning.department@co.benton.wa.us

Donna Hutchinson
Office Assistant IV
Community Development
Dept. - Planning Division
P.O. Box 910
Prosser, WA 99350
509-786-5612

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Prosser: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350. Due to COVID 19 the Prosser Courthouse is currently closed to the public. Please contact us by email or phone.
Kennewick: The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

Washington State Department of Transportation

South Central Region
2809 Rudkin Road
Union Gap, WA 98903-1648
509-577-1600 / FAX: 509-577-1603
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 10, 2020

PCM 1.15

Benton County Planning Department
P.O. Box 910
Prosser, WA 99350

Attention: Greg Wendt, Assistant, Planning Manager

Subject: EA2020-018, Detrick Industrial Short Plat
I-82 Exit 109 Badger Road vicinity

We have reviewed the proposed project and have the following comments.

- The subject property is adjacent to Interstate 82 (I-82), a fully controlled limited access facility with a posted speed limit of 70 miles per hour. WSDOT has acquired all access rights to the highway. Direct access to I-82 is prohibited.
- We are not opposed to this development; however, we are concerned with the cumulative impact development is having on the interchange. We recommend the County require the proponent to contribute towards the planned interchange improvements in proportion to their impact.
- To preserve the safety and security of I-82, the proponent is required to construct a minimum six-foot tall fence (no gates) on their property. The existing right-of-way fence typically lies one-foot inside our right-of-way boundary and must not be altered or moved without prior WSDOT authorization.
- Stormwater and surface runoff generated by this project must be retained and treated on site.
- Any proposed lighting must be directed down towards the site and away from I-82.
- Any outdoor advertising or motorist signing considered for this project will need to comply with state criteria. Please contact Trevor McCain of the WSDOT Headquarters Traffic office for specifics. He can be reached at (306) 705-7282.

Thank you for the opportunity to review and comment on this proposal. If you have any questions regarding our comments, please contact Jacob Prilucik at (509) 577-1635.

Sincerely,

Paul Gonseth, P.E.
Planning Engineer

PG: jjp/mnk

cc: SR 82, File #4
Kara Shute, Area 3 Maintenance Superintendent

Donna Hutchinson

From: Cristina Woods
Sent: Monday, April 12, 2021 4:51 PM
To: Planning Department
Subject: RE: EA 2020-036 Agency Review

Good afternoon

PW has no comments

Thank you

Cristina Woods, MS • *Engineering Tech III*
Benton County Public Works
102206 Wiser Parkway , WA, 99338
cristina.woods@co.benton.wa.us
(509) 786-5611

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Wednesday, March 31, 2021 10:56 AM
To: john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; City of Kennewick - Fernando Garcia <Fernando.Garcia@ci.kennewick.wa.us>; City of West Richland-Eric Mendenhall (emendenhall@westrichland.org) <emendenhall@westrichland.org>; City of Richland-Mike Stevens (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; City of Richland-Kerwin Jensen (kjensen@ci.richland.wa.us) <kjensen@ci.richland.wa.us>; sydney.hanson@dahp.wa.gov; Dept. of Archaeology and Historic Preservation - SEPA Review (sepa@dahp.wa.gov) <sepa@dahp.wa.gov>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Dept. of Ecology <SEPAUNIT@ecy.wa.gov>; Dept. of Ecology <crosepacoordinator@ecy.wa.gov>; Dept. of Ecology SEPA Register <separegister@ecy.wa.gov>; Dept. of Fish and Wildlife-Mark Teske <Mark.Teske@dfw.wa.gov>; Dept. of Fish and Wildlife, Eric Bartrand <bartrelb@dfw.wa.gov>; Dept. of Fish and Wildlife, Michael W. Ritter <rittemwr@dfw.wa.gov>; Dept. of Fish and Wildlife-SEPA Review (SEPADesk@dfw.wa.gov) <SEPADesk@dfw.wa.gov>; Dept. of Natural Resources (sepacenter@dnr.wa.gov) <sepacenter@dnr.wa.gov>; Dept. of Natural Resources <dnrmisepacenter@dnr.wa.gov>; Dept. of Natural Resources-Shafer (ana.shafer@dnr.wa.gov) <ana.shafer@dnr.wa.gov>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Dept. of Transportation- Paul G <Gonsetp@wsdot.wa.gov>; Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; Alison@futurewise.org; Futurewise <tim@futurewise.org>; Kennewick Irrigation District-Development (development@kid.org) <development@kid.org>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Tom Price-Environmental Review Inc. (envreview@gmail.com) <envreview@gmail.com>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; William Simpson, Dept. of Commerce (William.simpson@commerce.wa.gov) <William.simpson@commerce.wa.gov>; Brad O'Brien <Brad.Obrien@co.benton.wa.us>; Clark Posey <Clark.Posey@co.benton.wa.us>; Jenelle Schadler <Jenelle.Schadler@co.benton.wa.us>; Michelle Johnson <Michelle.Johnson@co.benton.wa.us>; Rod Worthington <Rod.Worthington@co.benton.wa.us>; Troy Taylor <Troy.Taylor@co.benton.wa.us>; Bureau of Reclamation - C. Garner

(cgarner@usbr.gov) <cgarner@usbr.gov>; Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov) <lhendrix@usbr.gov>; Bureau of Reclamation -McKinley (cmckinley@usbr.gov) <cmckinley@usbr.gov>
Subject: EA 2020-036 Agency Review

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Donna Hutchinson
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Kennewick: The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

2015 South Ely Street
Kennewick, WA 99337
Phone 509-586-9111
FAX 509-586-7663
www.kid.org

April 14, 2021

PCM 1.17

Donna Hutchinson
Benton County Planning Department
P.O. Box 910
Prosser, WA 99350

Subject: EA2020-036 – 5D Development

Dear Ms. Hutchinson:

The Kennewick Irrigation District has received your Notice of Application and SEPA submitted by 5D Development to modify the Comprehensive Plan designation from Rural Industrial to Rural Commercial on two parcels owned by the applicant that are adjacent to other Rural Commercial designated properties. This project is generally located at the intersection of Wiser Pkwy and Wiser Loop in Kennewick, WA. The two parcels are lots 1 and 2 of Short Plat 3669.

1. These parcels are within the Kennewick Irrigation District (KID) boundaries but are not considered irrigable lands; therefore, the Kennewick Irrigation District does not assess them.
2. Please note that permanent structures are not allowed within irrigation easements.
3. Please protect all KID infrastructure.
    a. Section 3.a.1 of the SEPA DNS sheet names Amon Creek as a body of water near the site. Amon Creek, also known as the East Badger Drain, is a drainage feature of the Kennewick Division of the United States Bureau of Reclamation Yakima Project. The waterway is used by the Kennewick Irrigation District as a drainage to move seepage and return flows from canals and irrigated lands in Badger Coulee down through the Amon Wasteway and into the Yakima River.

If you have any questions regarding these comments, please contact me at the address/phone number listed below.

Sincerely,

Blaine Broberg

Blaine Broberg, EIT
Staff Engineer

C: LB/correspondence/File: [11-08-28]

Pocket iNet Communications Inc.

Benton County Commissioners
5/28/21

Eighty-five years ago, Congress passed the Rural Electrification Act to connect American homes with electricity, changing the economics of everyday life for millions of Americans, bridging a distinct divide that existed in the country. Today, that divide exists with broadband communications, and that divide has become more apparent during the past year dealing with the COVID-19 pandemic and being thrown into the remote learning, remote working, remote everything world. This "digital divide" has delineated the haves and have-nots of adequate internet connectivity, the vast majority of have-nots are in the smaller rural communities and rural areas of our country- including Benton County. We are living in a digital age where strong, reliable broadband connections are a necessity, and a driver for economic growth and prosperity, bringing new jobs, people, and businesses to rural communities. The potential is limitless in terms of what can be accomplished when everyone, everywhere has equal access to the 21st century technology.

In recognition of this, the federal government is now providing more funds, but under different programs and unfortunately in an uncoordinated fashion. It is up to agencies at the local level to utilize these funds to provide solutions to their communities.

Enclosed are maps that help to illustrate the challenge in rural Benton County. The first map shows the area between Benton City and Prosser with population density from the census. And the second map shows some of the fiber infrastructure in the area, this infrastructure serves anchor institutions and cell towers and not individual businesses and homes.

In the urban areas such as Kennewick and Richland, companies have invested in the past to provide communications service that was leading edge at the time- telephone and cable. These old technologies are not keeping up with the need for fast and reliable internet but companies, such as Ziply Fiber are investing to upgrade their facilities in these urban areas. However, the rural towns and rural suburban areas are being left behind. The reason is simple, the return-on-investment in the less densely populated areas does not warrant the investment. As with rural electrification in the 1930s, a recognition has been made in the federal and state government that public funds need to be allocated to close the digital divide.
Some of those funds are available to Benton County right now as part of the American Rescue Plan Act of 2021, subsection D, which states that funds may be used "to make necessary investments in water, sewer, or broadband infrastructure." (see Exhibit A)

Todd Brandenburg
President,
PocketiNet Communications, Inc.

Exhibit A – American Rescue Plan Act

Under the President's administration's $1.9 trillion COVID-19 relief bill (H.R. 1319), passed in March, the American Rescue Plan provides the state, local and Tribal levels a share of $350B, with $219B dedicated to the Covid State Fiscal Recovery Fund ($20B of which is allotted to Tribes). Uses of these funds are broad and include:

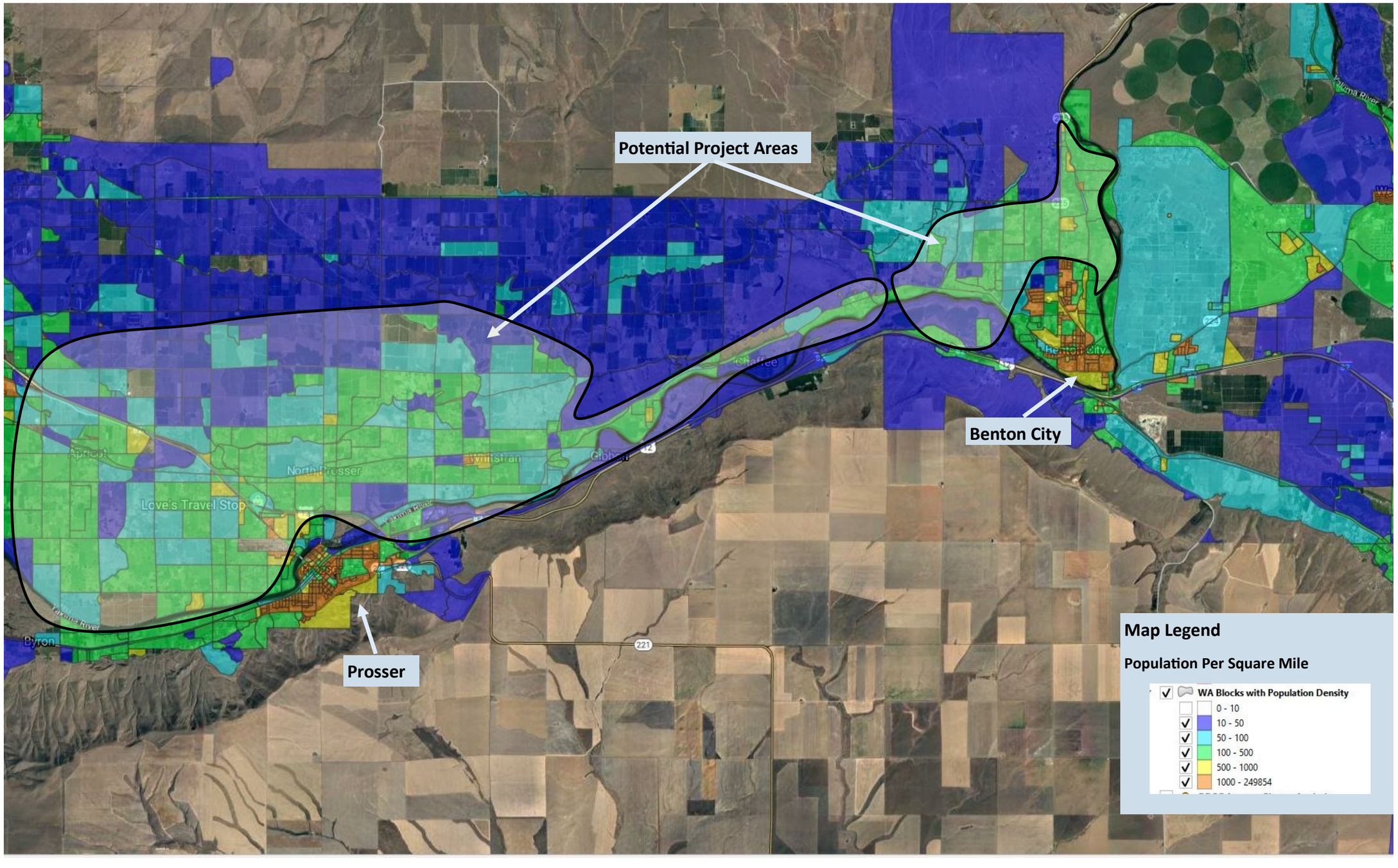
- Responding to the COVID-19 pandemic.
- Covering costs incurred from the public health emergency.
- Replacing lost, decreased, or delayed city revenues caused by the pandemic.
- Addressing the negative economic impacts on local businesses and nonprofits.
- **Making necessary investments in water, sewer, and broadband infrastructure.**

What is of importance is the ability to classify broadband fiber as infrastructure. This is a utility in many ways that is similar to electricity and basic telephone service. Communities that invest in improving their infrastructure build long term viability for it's citizens as it's an essential economic development driver.

Under the plan, $65.1 billion of the Recovery Fund will provide direct aid to counties based on the county share of the U.S. population. American cities and towns will also share $65.1 billion in direct and flexible federal funds. In our state, **$1.1 billion is coming to Washington cities, $1.4 billion directly to Washington counties and $4.25 billion for the state**. Federal funding should start arriving in a few months and will be distributed in two tranches: the first will arrive in 2021 and the second in 2022. Funds will be available to local, state and Tribal entities through December 31, 2024.

Fiber in Benton County

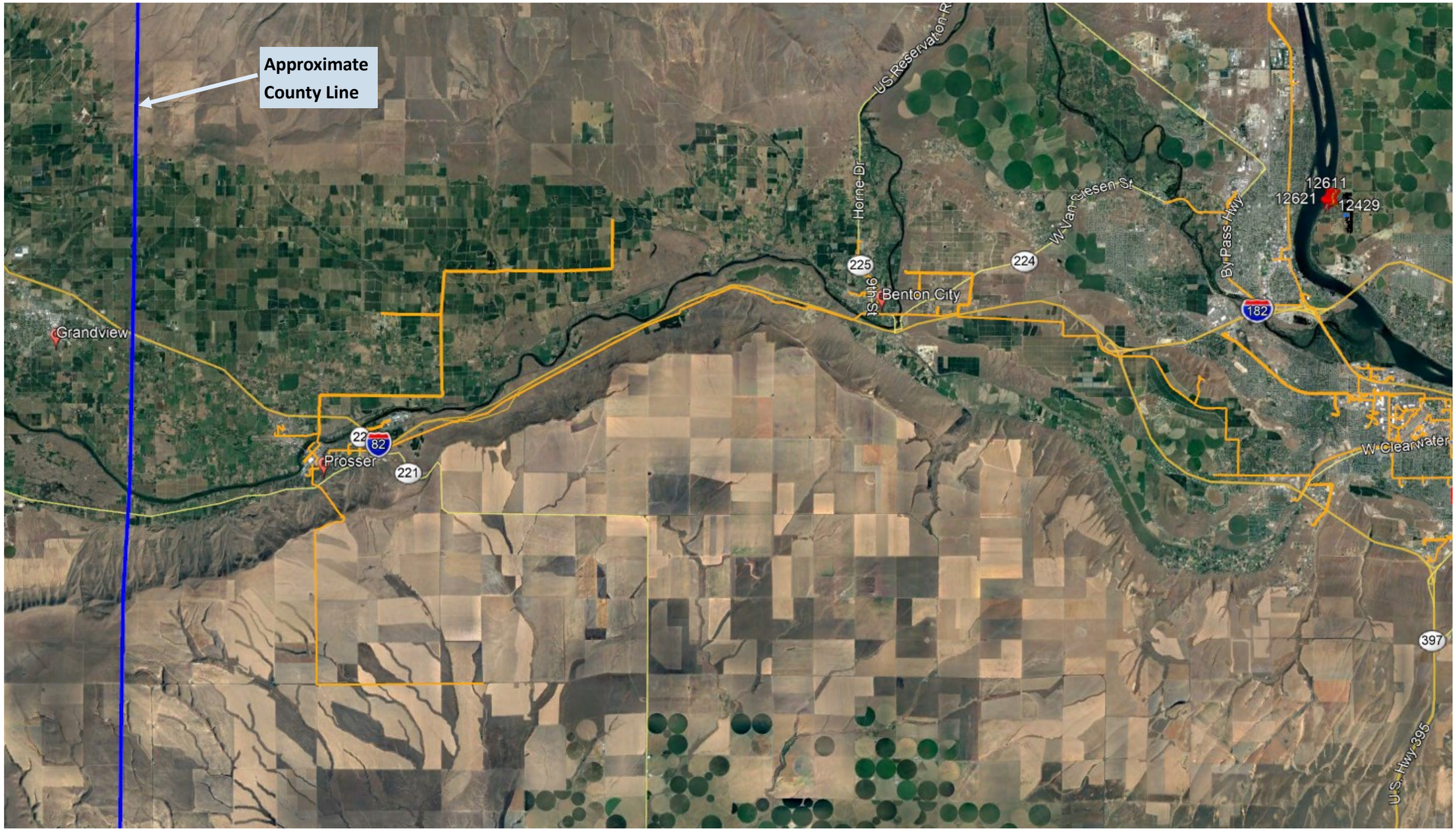
Population Density Map


Potential Project Areas
Benton City
Prosser
Map Legend
Population Per Square Mile
WA Blocks with Population Density
0 - 10
10 - 50
50 - 100
100 - 500
500 - 1000
1000 - 249854
Yakima River
Kennewick
Richland
Benton City
Prosser
Grandview
Sunnyside
Mabton
Toppenish
Wapato
Zillah
Union Gap
Yakima
Selah
Moxee
Grandview
Granger
Outlook
Grant-Kohrs
Apiary
Wilson Creek
Ephrata
Moses Lake
Othello
Quincy
Wahluke
Mattawa
Desert Aire
Mesa
Connell
Pasco
Kahlotus
Starbuck
Dayton
Waitsburg
Prescott
Walla Walla
College Place
Milton-Freewater
Umatilla
Hermiston
Boardman
Irrigon
Arlington
Stanwood
Marysville
Everett
Snohomish
Monroe
Sultan
Gold Bar
Index
Leavenworth
Cashmere
Wenatchee
East Wenatchee
Chelan
Manson
Entiat
Brewster
Pateros
Twisp
Winthrop
Omak
Okanogan
Oroville
Tonasket
Republic
Colville
Kettle Falls
Chewelah
Deer Park
Spokane
Spokane Valley
Cheney
Medical Lake
Airway Heights
Fairchild AFB
Rockford
Tekoa
Colfax
Pullman
Moscow
Lewiston
Clarkston
Asotin
Grand Coulee
Coulee Dam
Electric City
Ritzville
Odessa
Davenport
Reardan
Wilbur
Creston
Harrington
Sprague
Almira
Lind
Ritzville
Warden
Connell
Othello
Moses Lake
Ephrata
Soap Lake
Quincy
George
Mattawa
Wahluke
Desert Aire
Mesa

Fiber in Benton County

In Rural Areas & Towns Limited to

Anchor Institutions & Cell Towers



AGENDA ITEM	**TYPE OF ACTION NEEDED**		Consent Agenda
MTG. DATE: 6-8-2021	Execute Contract		Closed Record
SUBJECT: LTGO Refunding	Pass Resolution	x	Hearing
MEMO DATE: 6-1-2021	Pass Ordinance		1st Discussion
Prepared By: K. Yniguez	Pass Motion		2nd Discussion
Reviewed By:	Other		Other x

BACKGROUND INFORMATION

- On March 9, 2021, Jim Nelson, from D.A. Davidson, presented the Board with the potential cost savings of refunding the 2018 Health Building Bond. The Board agreed to move forward.

- On April 20, 2021, the Board approved the Bond Counsel Engagement Letter with Foster Garvey P. C.

SUMMARY

Jim Nelson, Bond Underwriter with D.A. Davidson & Co., will present information on June 8th, with the updated estimated interest cost savings and the updated schedule. On the Commissioners' June 8th Agenda is the Bond Resolution with delegation parameters to be approved by the Commissioners. The Bond Resolution delegates authority to the County Administrator or the County Treasurer to approve the final interest rate and sign the Bond Purchase Agreement. The target date to price the Bonds and finalize the interest rates is July 8th.

RECOMMENDATION

Approve Resolution

FISCAL IMPACT

On March 9, 2021, the estimated net cost savings to the County were $351,491.50, or $33,556 per year. Updated figures will be included with this presentation.

MOTION

Move to approve the Benton County LTGO Refunding Bonds 2021 Bond Resolution as prepared by Foster Garvey P.C.

BENTON COUNTY, WASHINGTON

RESOLUTION NO. ____

A RESOLUTION of the Board of County Commissioners of Benton County, Washington, relating to contracting indebtedness; providing for the issuance and fixing or setting parameters with respect to certain terms and covenants of limited tax general obligation refunding bonds to prepay and redeem in whole the outstanding principal of the County's Limited Tax General Obligation Refunding Bond, 2018; appointing the County's designated representative to approve the final terms of the sale of the bonds; and providing for related matters.

Adopted June 8, 2021

This document prepared by:

Foster Garvey P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-6264

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Exhibit A	Parameters for Final Terms
Exhibit B	Form of Undertaking to Provide Continuing Disclosure

BENTON COUNTY, WASHINGTON

RESOLUTION NO. ____

A RESOLUTION of the Board of County Commissioners of Benton County, Washington, relating to contracting indebtedness; providing for the issuance and fixing or setting parameters with respect to certain terms and covenants of limited tax general obligation refunding bonds to prepay and redeem in whole the outstanding principal of the County's Limited Tax General Obligation Refunding Bond, 2018; appointing the County's designated representative to approve the final terms of the sale of the bonds; and providing for related matters.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON, as follows:

Section 1. Definitions. As used in this resolution, the following capitalized terms have the following meanings:

"*2006 Bonds*" means the County's Limited Tax General Obligation Bonds, 2006, issued in the original aggregate principal amount of $7,245,000 pursuant to the 2006 Resolution

"*2006 Resolution*" means Resolution No. 06-390 adopted by the Board on July 12, 2006, authorizing the sale, issuance and delivery of the 2006 Bonds.

"*2018 Bond*" means the County's Limited Tax General Obligation Refunding Bond, 2018, issued in the original principal amount of $5,345,000 pursuant to the 2018 Resolution.

"*2018 Resolution*" means Resolution No. 2018-138 adopted by the Board on February 13, 2018, authorizing the sale, issuance and delivery of the 2018 Bond.

"*Authorized Denomination*" means, unless otherwise specified in the Bond Purchase Agreement, $5,000 or any integral multiple of $5,000 within a maturity of a Series.

"*Beneficial Owner*" means, with respect to a Bond, the owner of any beneficial interest in that Bond.

"*Board of County Commissioners*" or "*Board*" means the legislative authority of the County, as duly and regularly constituted from time to time.

"*Bond*" means each bond issued pursuant to and for the purposes provided in this resolution.

"*Bond Counsel*" means the firm of Foster Garvey P.C., its successor, or any other attorney or firm of attorneys selected by the County with a nationally recognized standing as bond counsel in the field of municipal finance.

"*Bond Fund*" means the County's existing Limited Tax General Obligation Bond Fund maintained in the office of the Treasurer for the purpose of paying principal of and interest on the Bonds and all other non-voted general obligation bonds of the County.

"*Bond Purchase Agreement*" means an offer to purchase a Series of Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the County, if consistent with this resolution.

"*Bond Register*" means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

"*Bond Registrar*" means the Fiscal Agent, or any successor or other bond registrar selected by the County.

"*Chair*" means the Chair of the Board (including the Chair Pro-Tem in the case of the Chair's absence or disability).

"*Clerk*" means the Clerk of the Board or other officer who is the custodian of the records and proceedings of the Board, or any successor to the functions of the Clerk.

"*Code*" means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

"*County*" means Benton County, Washington, a political subdivision and public body corporate duly organized and existing under the laws of the State.

"*County Administrator*" means the County Administrator or the successor to the functions of the County Administrator.

"*County Contribution*" means legally available money of the County, in addition to Bond proceeds, necessary or advisable to accomplish the refunding of the Refunded Bond, as determined by the Designated Representative.

"*DTC*" means The Depository Trust Company, New York, New York, or its nominee.

"*Designated Representative*" means the officer or employee of the County appointed in Section 4 of this resolution to serve as the County's designated representative in accordance with RCW 39.46.040(2).

"*Final Terms*" means the terms and conditions for the sale of a Series of Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds (if the refunding bonds are issued for savings purposes).

"*Fiscal Agent*" means the fiscal agent of the State, as the same may be designated by the State from time to time.

"*Government Obligations*" means direct, noncallable obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"*Issue Date*" means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

"*Letter of Representations*" means the Blanket Issuer Letter of Representations between the County and DTC, dated July 11, 2000, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Official Statement*" means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

"*Owner*" means, without distinction, the Registered Owner and the Beneficial Owner.

"*Purchaser*" means D.A. Davidson & Co., Seattle, Washington or such other corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement or underwriter or placement agent in a negotiated sale of any Series of Bonds.

"*Rating Agency*" means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the County.

"*Record Date*" means, unless otherwise specified in the Bond Purchase Agreement, the Bond Registrar's close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar's close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 8.

"*Refinanced Project*" means that portion of the Project, as that term was defined in the 2006 Resolution, consisting of acquiring, designing, constructing, furnishing and equipping a new facility to accommodate the Benton Franklin Health District Center, the costs of which the County financed with proceeds of the 2006 Bonds and refinanced with proceeds of the 2018 Bond.

"*Redemption Date*" means the date fixed by the Designated Representative for prepayment of the Refunded Bond.

"*Refunded Bond*" means all of the outstanding principal of the 2018 Bond on the Redemption Date.

"*Refunding Plan*" means: (1) the deposit of sufficient proceeds of the Bonds (together with the County Contribution, if necessary) with the Fiscal Agent to discharge the obligations of the County with respect to the Refunded Bond under the 2018 Resolution; (2) the application of those

proceeds of the Bonds and any other cash balance to the call, payment, prepayment and redemption of the Refunded Bond on the Redemption Date at the price of par plus the applicable prepayment premium specified in the 2018 Resolution, if any, and accrued interest; and (3) the payment of the costs of issuing the Bonds and the costs of carrying out the foregoing elements of the Refunding Plan.

"*Registered Owner*" means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the County utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

"*Rule 15c2-12*" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

"*SEC*" means the United States Securities and Exchange Commission.

"*Securities Depository*" means DTC, any successor thereto, any substitute securities depository selected by the County that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

"*Series of Bonds*" or "*Series*" means a series of Bonds issued pursuant to this resolution.

"*State*" means the State of Washington.

"*System of Registration*" means the system of registration for the Bonds forth in Section 5 through Section 9 of this resolution.

"*Term Bond*" means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement.

"*Treasurer*" means the Treasurer of the County.

"*Undertaking*" means the undertaking to provide continuing disclosure entered into pursuant to Section 16 of this resolution.

Section 2. Findings and Determinations. The County takes note of the following facts and makes the following findings and determinations:

(a) Pursuant to the 2018 Resolution, the County issued the 2018 Bond for the purpose of refinancing the Refinanced Project. By the 2018 Resolution, the County reserved the right to prepay and redeem the 2018 Bond in whole at any time prior to the maturity date of the 2018 Bond, together with the applicable prepayment premium specified in the 2018 Resolution and accrued interest to the date of prepayment. All of the proceeds of the 2018 Bond were used to refinance the Refinanced Project.

(b) There is presently outstanding $4,335,000 principal amount of the Refunded Bond. After due consideration, it appears that all of the Refunded Bond may be refunded by the sale, issuance and delivery of the Bonds authorized and described herein, so long as a substantial savings

will be effected by the difference between the principal and interest cost over the life of the Bonds and the principal and interest cost over the life of the Refunded Bond but for such refunding, as further set forth in Section 14 and the Refunding Plan. It is in the best interests of the County to sell, issue and deliver the Bonds, subject to the provisions of this resolution, to accomplish the Refunding Plan.

(c) Pursuant to applicable law, including without limitation chapters 36.67, 39.36, 39.44, 39.46 and 39.53 RCW, the County is authorized to issue general obligation bonds to carry out the Refunding Plan.

(d) The general indebtedness to be incurred by the issuance of the Bonds shall be within the limit of up to one and one-half percent of the value of the taxable property within the County permitted for general municipal purposes without a vote of the qualified voters therein.

(e) For the purpose of providing the funds necessary to carry out the Refunding Plan, it is in the best interests of the County and its taxpayers to sell, issue and deliver the Bonds to the Purchaser, pursuant to the terms set forth in the Bond Purchase Agreement as approved by the Designated Representative consistent with this resolution.

Section 3. Authorization of Bonds. The County is authorized to borrow money on the credit of the County and issue negotiable limited tax general obligation bonds evidencing indebtedness in one or more Series to provide funds necessary, together with the County Contribution, if any, to carry out the Refunding Plan. The expected useful life of the Refinanced Project exceeds the term of the Bonds. The costs of particular categories of the Refinanced Project having a shorter reasonably expected useful life are allocated to Bonds having correspondingly earlier maturity dates.

Section 4. Description of Bonds; Appointment of Designated Representative. The County Administrator and the Treasurer are each appointed as the Designated Representative of the County, and each of them acting alone is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the County, and to approve the Final Terms of each Series of Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A, which is attached to this resolution and incorporated by this reference.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds*. Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties*. The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the County at all times. The Bond Registrar is authorized, on behalf of the County, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this resolution, to serve as the County's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this resolution and the System of Registration. The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The

Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange*. The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form*. If a Bond is to be issued in book-entry form, DTC shall be appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the County; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the County, the County may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the County does not appoint a substitute Securities Depository, or (ii) the County terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this resolution.

Neither the County nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the County nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal*. Each Bond shall be prepared in a form consistent with the provisions of this resolution and State law. Each Bond shall be signed by the Chair and the Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the County or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the County authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the County, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and

delivered, shall be as binding on the County as though that person had continued to be an officer of the County authorized to sign bonds. Any Bond also may be signed on behalf of the County by any person who, on the actual date of signing of the Bond, is an officer of the County authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication*. Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution: "Certificate of Authentication. This Bond is one of the fully registered Benton County, Washington, Limited Tax General Obligation Refunding Bonds, 20[__], described in the Bond Resolution." The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

Section 7. Payment of Bonds. Principal of and premium, if any, and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and premium, if any, and interest on each Bond registered in the name of the Securities Depository are payable in the manner set forth in the Letter of Representations. Unless otherwise specified in the Bond Purchase Agreement, principal of and premium, if any, and interest on each Bond not registered in the name of the Securities Depository are payable by electronic transfer on the interest payment date, or by check or draft of the Registrar mailed on the payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. The County is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. The final installment of principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption*. The Bonds shall be subject to redemption at the option of the County on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A.

(b) *Mandatory Redemption*. Each Bond that is designated as a Term Bond in the Bond Purchase Agreement, consistent with the parameters set forth in Exhibit A and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Agreement. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the County and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The County shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption*. If fewer than all of the outstanding Bonds are to be redeemed at the option of the County, the County shall select the

Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption*. Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Treasurer shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice*. In the case of an optional redemption, the notice of redemption may state that the County retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time prior to the scheduled optional redemption date. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption*. Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds*. The County reserves the right to purchase any or all of the Bonds offered to the County at any time at any price acceptable to the County plus accrued interest to the date of purchase.

Section 9. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the County shall, unless otherwise provided in the Bond Purchase Agreement, be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 10. Pledge of Taxes. The Bonds constitute a general indebtedness of the County and are payable from tax revenues of the County and such other money as is lawfully available and pledged by the County for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the County irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the County are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the County.

Section 11. Tax Covenants; Designation of Bonds as "Qualified Tax Exempt Obligations."

(a) *Preservation of Tax Exemption for Interest on Bonds*. The County covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the County treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The County also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance*. Pursuant to the 2018 Resolution, the Board adopted Post-Issuance Compliance Policies and Procedures for Tax-Exempt Bonds. Such policies and procedures remain in effect and have not been repealed, revoked or rescinded.

(c) *Designation of Bonds as "Qualified Tax-Exempt Obligations.*" A Series of Bonds may be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

(1) the Series does not constitute "private activity bonds" within the meaning of Section 141 of the Code;

(2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the County and any entity subordinate to the County (including any entity that the County controls, that derives its authority to issue tax-exempt obligations from the County, or that issues tax-exempt obligations on behalf of the County) will issue during the calendar year in which the Series is issued will not exceed the maximum amount then permitted by Section 265(b)(3) of the Code, currently $10,000,000; and

(3) the amount of tax-exempt obligations, including the Series, designated by the County as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Series

is issued does not exceed the maximum amount then permitted by Section 265(b)(3) of the Code, currently $10,000,000.

Section 12. Refunding or Defeasance of Bonds. The County may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the County sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account"), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this resolution and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the County may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the County in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this resolution for the redemption of Bonds.

Section 13. Funds and Accounts; Deposit of Proceeds.

(a) *Bond Fund*. The principal of, redemption premium, if any, and interest on the Bonds, when due, shall be paid from the Bond Fund. All taxes collected for and allocated to the payment of the principal of, redemption premium, if any, and interest on the Bonds shall be deposited in the Bond Fund. Until needed to pay principal of, redemption premium, if any, and interest on the Bonds, the County may invest taxes collected for and allocated to the payment of the Bonds temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and be spent for the purposes of that fund.

(b) *Deposit of Bond Proceeds*. The Treasurer is authorized and directed to deposit in the Bond Fund the accrued interest, if any, received from the Purchaser, together with any net premium and/or contingency amounts received from the Purchaser that are not necessary to carry out the Refunding Plan (which accrued interest, net premium and/or contingency amounts shall be used to pay debt service on the Bonds). The remaining proceeds of the sale of the Bonds, together with the County Contribution, if any, shall be deposited with the Fiscal Agent in accordance with this resolution and the provisions of the Refunding Plan.

Section 14. Refunding of the Refunded Bond.

(a) *Use of Bond Proceeds*. All of the proceeds of the sale of the Bonds, exclusive of any accrued interest thereon and any net premium and/or contingency amounts required to be deposited into the Bond Fund pursuant to Section 13 shall be deposited immediately upon the

receipt thereof with the Fiscal Agent, together with the County Contribution, if any, and used to discharge the obligations of the County relating to the Refunded Bond under the 2018 Resolution by providing for the payment of the amounts required to be paid by the Refunding Plan. Such obligations shall be discharged fully by the Fiscal Agent's simultaneous payment of, or deposit in the bond fund with respect to, the Refunded Bond in the amount required to be paid by the Refunding Plan. The Refunded Bond shall no longer be deemed to be outstanding under the 2018 Resolution immediately upon such deposit with the Fiscal Agent. Any Bond proceeds or other money deposited with the Fiscal Agent not needed to carry out the Refunding Plan, pay the administrative costs of the refunding and the costs related to the sale, issuance and delivery of the Bonds, or provide a beginning cash balance, shall be returned to the County as soon as reasonably practicable following the delivery of the Bonds to the Purchaser and deposited in the Bond Fund to pay interest on the Bonds on the first interest payment date pursuant to Section 13.

(b) *Administration of Refunding Plan*. The Fiscal Agent is authorized and directed to make the payments required to be made by the Refunding Plan from the proceeds of the Bonds and the County Contribution, if any, deposited with the Fiscal Agent pursuant to this resolution. All money deposited with the Fiscal Agent and any income therefrom shall be held irrevocably and applied in accordance with the provisions of the 2018 Resolution and this resolution, chapter 39.53 RCW and other applicable statutes of the State. All necessary and proper fees, compensation and expenses of the Fiscal Agent and all other costs incidental to accomplishing the Refunding Plan and costs related to the sale, issuance and delivery of the Bonds, including bond printing, rating service fees, verification fees, Bond Counsel's fees and other related expenses, shall be paid out of the proceeds of the Bonds.

(c) *Call for Redemption of the Refunded Bond*. Effective upon the Issue Date of the Bonds, the County calls for prepayment and redemption on the Redemption Date, all of the Refunded Bond at the price of par and the applicable prepayment premium specified in the 2018 Resolution, if any, plus accrued interest. Such call for prepayment and redemption shall be irrevocable after delivery of the Bonds to the Purchaser. The Fiscal Agent and the proper County officials are authorized and directed to give or cause to be given such notices as required, at the times and in the manner required, pursuant to the 2018 Resolution in order to effect the prepayment and redemption prior to maturity of the Refunded Bond.

(d) *County Findings with Respect to Refunding*. Prior to the execution of any Bond Purchase Agreement, the Designated Representative must determine, on behalf of the County, that the issuance, sale and delivery of the Bonds will effect a net present value savings to the County of at least the percentage specified in the parameters for Final Terms set forth in Exhibit A. The Board finds and determines that achieving at least such net present value savings by issuing the Bonds is in the best interest of the County and in the public interest. In making the finding and determination that the sale, issuance and delivery of the Bonds will effect the foregoing net present value savings, the Designated Representative shall give consideration to the interest to fixed maturities of the Bonds and the Refunded Bond, the costs related to the sale, issuance and delivery of the Bonds and the known earned income from the investment of the proceeds of the Bonds and the County Contribution, if any, used in the Refunding Plan pending payment and redemption of the Refunded Bond.

Section 15. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds*. The Designated Representative is authorized to sell each Series of Bonds based on the assessment of the Designated Representative of market conditions, pursuant to the terms of this resolution and the parameters for Final Terms set forth in Exhibit A and in consultation with appropriate County officials and staff, Bond Counsel and other advisors. The Designated Representative is authorized to execute the Bond Purchase Agreement on behalf of the County, so long as the terms provided therein are consistent with the terms of this resolution.

(b) *Preparation, Execution and Delivery of the Bonds*. The Bonds will be prepared at County expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 16. Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement Deemed Final*. The Designated Representative shall review and, if acceptable to him or her, approve the preliminary Official Statement prepared in connection with each sale of a Series of Bonds to the public. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The County approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement*. The County approves the preparation of a final Official Statement for each Series of Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The County authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of a Series of Bonds.

(c) *Undertaking to Provide Continuing Disclosure*. If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for a Series of Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of a Series of Bonds in substantially the form attached as Exhibit B.

(d) *Disclosure Procedure*. The Designated Representative is authorized to adopt, amend and implement, on behalf of the County, written procedures to assist the County in its compliance with securities laws and promote best practices regarding disclosure.

Section 17. Supplemental and Amendatory Resolutions. The County may supplement or amend this resolution for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the County.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this resolution in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 18. General Authorization and Ratification. This resolution may be executed by the Commissioners being present and voting in favor of the resolution, or only the Chair, and attested by the Clerk, in tangible medium, manual, facsimile or electronic form under any security procedure or platform, and notwithstanding any other County resolution, rule, policy or procedure, or in any other manner evidencing its adoption. The County Administrator, Treasurer, Chair, Chair Pro Tem of the Board, the Clerk and other appropriate officers of the County are severally authorized to take such actions and to create, accept, execute, send, use and rely upon such documents, records and signatures (including in tangible medium, manual, facsimile or electronic form, under any security procedure or platform, and notwithstanding any other County resolution, rule or policy) as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this resolution, and to do everything necessary for the prompt delivery of each Series of Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this resolution in furtherance of the purposes described in this resolution and not inconsistent with the terms of this resolution are ratified and confirmed in all respects.

Section 19. Severability. The provisions of this resolution are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this resolution to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this resolution in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 20. Rules of Interpretation. In this resolution, unless the context or use otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein" and any similar terms refer to this resolution as a whole and not to any particular section, paragraph, clause or subdivision of this resolution, and the term "heretofore" means before the date of this resolution;

(b) Words of the masculine gender mean and include correlative words of the feminine and neuter genders, and words importing the singular number mean and include the plural number and vice versa;

(c) The terms: (i) "includes" and "including" are not limiting; (ii) "or" is not exclusive; and (iii) "person" or "persons" include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) The cover page, the table of contents and any headings preceding the text of the several sections and paragraphs of this resolution, and any marginal notes appended to copies hereof, are solely for convenience of reference and do not constitute a part of this resolution, nor do they affect its meaning, construction or effect; and

(e) All references herein to "sections," "paragraphs, "clauses" and other subdivisions are to the corresponding sections, paragraphs, clauses or subdivisions hereof.

Section 21. Effective Date of Resolution. This resolution is effective immediately upon its adoption.

ADOPTED by the Board of County Commissioners of Benton County, Washington, at a regular meeting thereof, this 8th day of June, 2021.

BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY, WASHINGTON

_____
Jerome Delvin, Chair

_____
Shon Small, Chair Pro Tem

_____
Will McKay, Commissioner

ATTEST:

_____
Cami McKenzie, Clerk of the Board

EXHIBIT A
DESCRIPTION OF THE BONDS

(a)	Principal Amount.	The Bonds may be issued in one or more Series and shall not exceed the aggregate principal amount of $4,200,000.
(b)	Date or Dates.	Each Bond shall be dated its Issue Date, which date may not be later than one year after the effective date of this resolution.
(c)	Denominations, Name, etc.	The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative.
(d)	Interest Rate(s).	Each Bond shall bear interest at a fixed rate per annum (computed on the basis of a 360-day year of twelve 30-day months) from the Issue Date or from the most recent date for which interest has been paid or duly provided for, whichever is later. One or more rates of interest may be fixed for the Bonds. No rate of interest for any Bond may exceed 5.00%, and the true interest cost to the County for each Series of Bonds may not exceed 2.50%.
(e)	Payment Dates.	Interest shall be payable semiannually on dates acceptable to the Designated Representative, commencing no later than one year following the Issue Date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity or in mandatory redemption installments on any dates acceptable to the Designated Representative.
(f)	Final Maturity.	Each Series shall mature no later than the date that is twelve years after the Issue Date of that Series.
(g)	Redemption Rights.	The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:

(1) Optional Redemption. Any Bond may be designated as being (A) subject to redemption at the option of the County prior to its maturity date on the dates and at the prices set forth in the Bond Purchase Agreement; or (B) not subject to redemption prior

to its maturity date. If a Bond is subject to optional redemption prior to its maturity, it must be subject to such redemption on one or more dates occurring not more than 10½ years after the Issue Date.

(2) Mandatory Redemption. Any Bond may be designated as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in the amounts set forth in the Bond Purchase Agreement.

(h) Price. The purchase price for each Series of Bonds may not be less than 95% or more than 135% of the stated principal amount of that Series.

(i) Section 265(b)(3) Designation. The Designated Representative shall designate any qualifying Tax-Exempt Series of Bonds as "qualified-tax exempt obligations" for purposes of Section 265(b)(3) of the Code.

(j) Selection of Refunded Bond. Under the terms and conditions of this resolution, the outstanding principal amount of the Refunded Bond shall be identified in the applicable Bond Purchase Agreement and/or certificate of the Designated Representative related to the sale of the Bonds.

(k) Minimum Savings. Each Series of Bonds shall produce a minimum net present value savings to the County of 5% (as a percentage of the portion of the Refunded Bond refunded by such Series). Net present value savings means the present value of difference between annual debt service on the portion of the Refunded Bond and the annual debt service on the applicable Series of Bonds, discounted to the Issue Date using the yield on the applicable Series of Bonds as the discount rate. For this purpose, the net present value of savings in annual debt service shall be (i) increased by any net premium and/or rounding (contingency) amounts required to be deposited into the Bond Fund pursuant to Section 13(b) of this resolution on the Issue Date, and (ii) reduced by the amount of the County Contribution, if any, made on the Issue Date. The minimum net present value savings required by this paragraph (k) shall be determined separately for the net present value savings attributable to each Series of Bonds.

(l) Other Terms and Conditions.

(1) A Series of Bonds may not be issued if it would cause the indebtedness of the County to exceed the County's legal debt capacity on the Issue Date.

(2) The Designated Representative may determine whether it is in the County's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the County, consistent with this resolution.

(3) The Designated Representative is authorized to determine the amount of the County Contribution to be transferred to the Fiscal Agent.

(4) The Designated Representative is authorized to take such additional action as may be necessary or convenient for the issuance of Bonds pursuant to the terms of this resolution.

[Form of]
UNDERTAKING TO PROVIDE CONTINUING DISCLOSURE

Benton County, Washington
Limited Tax General Obligation Refunding Bonds, 20__

Benton County, Washington (the "County"), makes the following written Undertaking for the benefit of holders of the above-referenced bonds (the "Bonds"), for the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds. Capitalized terms used but not defined below shall have the meanings given in Resolution No. ____ of the County (the "Bond Resolution").

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The County undertakes to provide or cause to be provided, either directly or through a designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b)(i) ("annual financial information");

(ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the County, as such "Bankruptcy Events" are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the County or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County or obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or

other similar events under the terms of the financial obligation of the County or obligated person, any of which reflect financial difficulties. The term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

(iii) Timely notice of a failure by the County to provide the required annual financial information described in paragraph (b)(i) on or before the date specified in paragraph (b)(ii).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the County undertakes to provide in paragraph (a):

(i) Shall consist of (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the County, as such principles may be changed from time to time; (2) principal amount of general obligation bonds outstanding at the end of the applicable fiscal year; (3) assessed value of property subject to taxation for that fiscal year; and (4) property tax levy amounts and rates for that fiscal year;

(ii) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the County (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the County's fiscal year ending December 31, 20__; and

(iii) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

If not submitted as part of the annual financial information described in paragraph (b)(i) above, the County will provide or cause to be provided to the MSRB audited financial statements, when and if available.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The County will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the County and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The County's obligations under this Undertaking shall terminate upon the legal defeasance or redemption of all of the Bonds. In addition, the County's obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the County to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the County, and the County provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the County learns of any failure to comply with this Undertaking, the County will proceed with due diligence to cause such noncompliance to be corrected. No failure by the County or other obligated person to comply with this Undertaking shall constitute a default in respect of the Bonds. The sole remedy of any holder of a Bond shall be to take action to compel the County or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Treasurer or his or her designee is the person designated, in accordance with the Bond Resolution, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

(i) Preparing and filing the annual financial information undertaken to be provided in paragraph (a)(i);

(ii) Determining whether any failure to provide the annual financial information undertaken to be provided in paragraph (a)(i) has occurred and providing any notice undertaken to be provided in paragraph (a)(iii);

(iii) Determining whether any event specified in items (1)-(16) of paragraph (a)(ii) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any notice undertaken to be provided in paragraph (a)(ii) of its occurrence;

(iv) Determining whether any person other than the County is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;

(v) Selecting, engaging and compensating designated agents and consultants, including but not limited to financial advisors and legal counsel, to assist and advise the County in carrying out this Undertaking; and

(vi) Effecting any necessary amendment of this Undertaking.

CERTIFICATION

I, the undersigned, Clerk of the Board of County Commissioners (the "Board") of Benton County, Washington (the "County"), hereby certify as follows:

1. The attached copy of Resolution No. _____ (the "Resolution") is a full, true and correct copy of the Resolution duly adopted at a regular meeting of the Board held on June 8, 2021 (the "Meeting"), as the Resolution appears on the minute book of the County, and the Resolution is now in full force and effect.

2. Pursuant to various proclamations and orders issued by the Governor of the State of Washington, options were provided for the public to attend the Meeting remotely, including by telephonic access and, as available, internet access, which options provided the ability for all persons attending the Meeting remotely to hear each other at the same time; and

3. The Meeting was duly convened and held in all respects in accordance with law, the public was notified of the access options for remote attendance via the County's website, a quorum was present throughout the meeting through telephonic and/or internet means of remote access, and a sufficient number of members of the Board so present voted in the proper manner for the adoption of the Resolution.

Dated: June 8, 2021.

BENTON COUNTY, WASHINGTON

_____

Cami McKenzie, Clerk to the Board

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	06/08/2021
Subject:	Create a Court Commissioner Trainee line item
Presenter:	T. Deaton and L. Wingfield
Prepared By:	L. Wingfield
Reviewed By:	

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

A candidate has been selected to replace a Court Commissioner who is retiring June 30, 2021. There is a desire to have a training period before the newest Court Commissioner can officially be moved into the Court Commissioner line item on July 1, 2021.

After speaking with Franklin County, this does not need to be a bi-county resolution.

Fiscal Impact

No supplemental required

Recommendation

Recommend the Board of Benton County Commissioners sign the Resolutions and the LIT to create a Court Commissioner Trainee line item.

Suggested Motion

I move to approve the resolution and attached LIT to create a Court Commissioner Trainee line item.

cc: Superior Court, HR, Auditor

Prepared by: L. Wingfield

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 0000101, DEPARTMENT NUMBER 123.

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 _____, 2021

_____
Chairman of the Board

_____
Member

_____
Member

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

Attest: _____
Clerk of the Board

cc: Dept., Auditor

Prepared by: L. Wingfield

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Superior Court Dept Nbr: 123

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
512.210	1478	Court Reporter	$7,500	512.210	1431	Court Commissioner Trainee	$7,500
TOTAL			$7,500	TOTAL			$7,500

Explanation:

2021-2022 Budget. A current Court Commissioner is retiring on June 30, 2021 and a new Court Commissioner has been selected as their replacement. There is a desire to have the incoming Court Commissioner train along side the retiring Court Commissioner, the trainee will be moved to the permanent line item once the current Court Commissioner retires on June 30, 2021.

Prepared by: L. Wingfield Date 28-May-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	08 June 2021
Subject:	Rural County Capital Fund – Disbursement Agreement (West Richland)
Presenter:	Adam J. Fyall
Prepared By:	AJF
Reviewed By:	AJF

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☒ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary

Staff will briefly present a new Rural County Capital Fund project being proposed by the City of West Richland, then seek Board approval for a disbursement agreement to assist with funding the project.

Background

The original application from the City is attached and details the project. Staff will go over high points during the meeting. In short, the project aims to install over 8,000 linear feet of new water main mostly along State Route 224 (Van Giesen St), along with new fire hydrants and other associated appurtenances. The goal of the project is to improve City-served water availability, flow, and pressure through this corridor and encourage commercial, manufacturing, or other light industrial development. This water project is part of a larger overall project through the corridor which will also include various sewer, road, and other supporting improvements that in total have an overall budget of nearly $28 million. Other funding sources include various federal, state, and local origins and are detailed on Page 3 of the application. Again, the County's portion of the overall project only involves the water project.

The project is recommended for funding by the County's internal review committee.

The disbursement agreement has been approved for form by the Prosecutor.

The disbursement agreement will be signed by West Richland on June 1.

Fiscal Impact

Total expenditure from the Rural County Capital Fund will be $1,318,000.

Recommendation
Staff recommends funding the project.

Suggested Motion
"I move for the disbursement of Rural County Capital Funds to the City of West Richland for the SR 224 / Red Mountain Transportation Improvement Project in the amount of up to $1,318,000, and for signing of the disbursement agreement by the Chair that will put this action into force."

# # #

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF THE RURAL COUNTY CAPITAL FUND, DISBURSEMENT TO THE CITY OF WEST RICHLAND FOR THE "STATE ROUTE 224 / RED MOUNTAIN TRANSPORTATION IMPROVEMENT PROJECT"

WHEREAS, RCW 82.14.370, adopted by the Washington State Legislature in 1997, authorizes certain qualified counties like Benton County to impose a "sales and use tax for public facilities", the revenue from which is intended to support "economic development activities" through the construction of "public facilities" by the cities, ports, and the County itself for the purposes of job creation and tax revenue generation; and,

WHEREAS, Benton County has established the "Rural County Capital Fund" for said economic development activities, and has reserved a portion of the Fund for possible disbursement to cities and ports within the County who request County participation with qualified capital development projects that comport with both State law and County policy; and,

WHEREAS, the City of West Richland has submitted an application for disbursement of funds to be used toward development of a project within the city known as the "State Route 224 / Red Mountain Transportation Improvement Project"; and,

WHEREAS, the County and the City have mutually agreed to terms on a *Disbursement Agreement for use of Rural County Capital Funds*; **NOW THEREFORE**,

BE IT RESOLVED, by the Board of County Commissioners that the Chairman is hereby authorized to sign the *Disbursement Agreement for use of Rural County Capital Funds* with the City of West Richland for the disbursement of up to **$1,318,000.00** for development of the "State Route 224 / Red Mountain Transportation Improvement Project". The *Agreement* will have a termination date of **June 30, 2024**.

Dated this _____ day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

orig: Sustainable Development
cc: City of Benton City, Auditor

Prepared by: A.J. Fyall

DISBURSEMENT AGREEMENT

FOR USE OF RURAL COUNTY CAPITAL FUNDS

This Agreement, among and between Benton County (hereinafter "County"), and the City of West Richland (hereinafter "City"), shall be effective upon execution by both parties.

WHEREAS, the County has previously agreed to distribute certain funds received from the State of Washington that it has deposited in its Rural County Capital Fund (hereinafter "Fund") after April 1, 2016 for the financing of certain "public facilities [projects] serving economic development purposes" as contemplated by State statute (RCW 82.14.370) and in conformance with County policy (Resolution 2017-103, adopted January 31, 2017); and

WHEREAS, the County and the City are authorized, including under Chapters 39.33 and 39.34 of the Revised Code of Washington, to contract with each other and other public agencies in order to effectively and efficiently operate, administer, and carry out their programs and public projects; and

WHEREAS, the State Route 224 (hereinafter "SR 224") / Red Mountain Transportation Improvement Project secured $24.5 million as part of the State's 2015 Connecting Washington Transportation Program to reconstruct SR 224 from Bombing Range Road to Red Mountain Road to increase capacity and improve traffic operations with the addition of vehicle and bicycle lanes, along with intersection improvements, transit facilities, and pedestrian facilities; and

WHEREAS, the City and Washington State Department of Transportation have secured an additional $1.5 million in local and federal funds to fully fund the $26 million SR 224 / Red Mountain Transportation Improvement Project; and

WHEREAS, the City has secured an additional $279,000 in local funds to construct sanitary sewer infrastructure improvements within the SR 224 / Red Mountain Transportation Improvement Project limits; and

WHEREAS, the City desires to also undertake water infrastructure improvements within the SR 224 / Red Mountain Transportation Improvement Project limits specifically between North 62nd Avenue and Red Mountain Road so that development of commercial and industrial zoned property along SR 224 (Van Giesen Street), which has been limited because of inadequate infrastructure, can continue; and

WHEREAS, the water infrastructure improvements that the City seeks funding to accomplish consists of the installation of approximately 7,467 linear feet of 12" water main, 734 linear feet of 6"-10" water mains, approximately 17 fire hydrants, restoration of asphalt pavement and restoration of roadside ditches, all within the area depicted in **Exhibit A** (Vicinity Map), hereinafter referred to as the "Project"; and

WHEREAS, the Project will catalyze increased private investment in existing businesses and vacant commercially and industrially zoned properties along SR 224 (Van Giesen Street) that can support manufacturing, processing, retail, and other purposes; increase sales tax revenue; and create a significantly increased number of family wage jobs; and

WHEREAS, specific companies have expressed desire to purchase and develop some of the underlying land along the SR 224 (Van Giesen Street) corridor if the infrastructure can be brought to City standards; and

WHEREAS, regional economic data included in the City's Comprehensive Plan states West Richland can support approximately 2,117 new commercial and industrial jobs along the SR 224 (Van Giesen Street) corridor with the necessary infrastructure in place; and

WHEREAS, the City has requested $1,318,000.00 for the Project from that portion of the Fund allocated to it by the County to be reimbursed to the City by the County; and

WHEREAS, the requested funding amount is currently available within the City's Fund allocation;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and terms contained herein, the County and the City mutually agree to the following:

1. Based on the City's request for reimbursement from the Fund, the County agrees to reimburse the City for up to $1,318,000.00 of qualified direct costs incurred by the City for the Project between the date of the execution of this Agreement and June 30, 2024; contingent upon: (i) such funds being less than the amount of the Fund allocated to the City, and (ii) that each reimbursement is consistent with the County's Rural County Capital Fund Disbursement Policy.

2. The City and the County acknowledge and agree that the June 30, 2024 completion date may be amended by mutual consent at a later time if problems arise regarding the Project schedule, and both parties understand that neither party is obligated to agree to any amendment.

3. The City represents that the use of revenues from the Fund for the Project is consistent with RCW 82.14.370.

4. The City agrees to use all funds allocated by this Agreement solely for the purpose of financing the Project and warrants that all expenditures by the City for which it seeks reimbursement will comply with RCW 82.14.370.

5. The parties agree that funds will be disbursed only as reimbursement for actual, direct costs incurred by the City in connection with the Project.

6. The City shall invoice the County every ninety (90) days after the effective date of this Agreement, identifying all Project costs incurred by the City during the prior quarter that are eligible for and for which reimbursement is sought. All invoices shall be mailed to the County at the following address:

   Benton County Commissioners Office
   ATTN: Sustainable Development Manager
   7122 West Okanogan Place
   Kennewick, Washington 99336

7. All approved reimbursement payments will be made via check mailed directly to the City at the following address:

   City of West Richland
   ATTN: Finance Director
   3100 Belmont Blvd
   West Richland, Washington 99353

8. The City shall not hold the County liable for any delay in disbursements, but the County agrees to use its best efforts to make appropriate disbursement payments to the City in a reasonably timely fashion.

9. The City shall be responsible for establishing policies for implementing this Agreement, monitoring progress of the Project, and monitoring the fulfillment of the Parties' responsibilities under the Agreement. In addition to other responsibilities set forth in this Agreement, the City is responsible for following applicable bid and prevailing wage law policies and procedures when awarding bids for the Project contemplated by this Agreement.

10. The City agrees to provide the County with a quarterly report along with each invoice outlining the status of the Project, including a spreadsheet detailing all costs being reimbursed by the County.

11. If Rural County Capital Funds are applied by the City toward non-eligible expenditures, the County may cease all disbursements and the City shall repay to the County all monies inappropriately expended.

12. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by the parties during the term of this Agreement and for three years after its termination. This Agreement shall be filed by the City with the Benton County Auditor.

13. It is not the intention that a separate legal entity be established with respect to the Project, nor is the joint acquisition, holding, or disposing of real or personal property anticipated.

14. The City agrees to indemnify the County from and against any claims, actions, losses, costs, penalties, damages, attorneys' fees, and all other liabilities and costs of defense of any nature arising out of the County's agreement to disburse funds under this Agreement.

15. The City shall not have the right to assign the rights under this Agreement nor to terminate its obligations hereunder without first securing the written consent of the County.

16. The County's obligation to disburse funds under this Agreement only extends to direct Project costs incurred prior to June 30, 2024. After that date, the County's rights under this Agreement shall continue, but the County may use the funds previously allocated under this Agreement for any purpose allowable under state law.

17. This Agreement contains the entire, complete, and integrated statement of each and every term agreed to by and between the City and the County, and this Agreement supersedes any and all prior written and unwritten agreements and understandings pertaining to the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date signed below.

BENTON COUNTY

_____
Jerome Delvin, Chairman

Date: _____

ATTEST:

_____
Cami McKenzie, Clerk to the Board

APPROVED AS TO FORM:

_____
Chief Deputy Prosecuting Attorney

CITY OF WEST RICHLAND

_____
Brent Gerry, Mayor

Date: _____

ATTEST:

_____
Stephanie Haug, City Clerk

APPROVED AS TO FORM:

_____
Bronson Brown, City Attorney

EXHIBIT A

VICINITY MAP

The Project's water main and fire hydrant locations are depicted here.
Some of the water main is already completed and/or funded from other sources.

BENTON COUNTY

RURAL COUNTY CAPITAL FUND
PROJECT APPLICATION FORM

Organization: City of West Richland

Contact: Roscoe Slade III, P.E., Public Works Director

Telephone: 509-967-5434 **Email:** roscoe@westrichland.org

Address: 3100 Belmont Boulevard, Suite 102, West Richland, WA, 99353

Project Title: SR 224/Van Giesen Improvement Project (Water)

Project Category:

___ Transportation (Roads & Bridges)
_X_ Domestic Water Facilities
___ Industrial Water Facilities
___ Sanitation & Sewer
___ Buildings & Structures
___ Other:

___ Energy Generation
___ Transmission & Conveyance
___ Earth Stabilization
___ Telecommunications
___ Port Facilities

Water Facilities

Project Description: Please describe the project briefly, but with the essential details. Include location (attach vicinity map), describe how the project will be managed, and list any partnerships or other forms of leveraged monetary, logistical, administrative, or other support.

The city's application is based on RCW 82.147.370 (3)(i) as referenced in the Rural County Capital Fund Disbursement Policy. The specific request for the RCCF's is $1,318,000 from the Benton County Rural 09' Fund to be used for design and construction of the following:

Water Main
Installation of approximately 7467 LF of 12" water main, 613 LF of 8"-10" water main stubs and 17 fire hydrants with 121 LF of 6" water line along Van Giesen Street (State Route 224) from Ruppert Road to westerly city limits near Mayo Drive. Work includes restoration of asphalt pavement and ditch lines disturbed along SR 224.

The economic development purpose of this project is to complete vital utility infrastructure necessary for continued growth of the City. Access to public water is critical in the continued support of private development along the corridor and this project would complete gaps currently existing in the system.

The project would also complete loops within the water system for service sustainability and circulation for water quality.

The expected outcome of the project is to continue increased private investment in existing businesses and vacant commercially and industrially zoned properties along Van Giesen (SR 224) between Ruppert Road to westerly city limits, increased sales tax revenue, and create an increased number of family wage jobs created.

Overview:
The water facilities are the first step in a multi-year project currently under design by the Washington State Department of Transportation, SR 224/Red Mountain Transportation Improvements project.

Awarded in 2015 – The Red Mountain I-82 Interchange Project secured $24.5m as part of State's Connecting Washington (CWA) Transportation Program. WSDOT worked through an interchange justification study which determined that at this time the interchange is not supported.

August 2019 – The City of West Richland and WSDOT made a Legislative request to amend the project language, title and scope of work in the Legislative Evaluation and Accountability Program (LEAP) system from a planned I-82 Interchange to urban improvements along the SR 224 corridor.

April 2020 – The project language, title and scope of work were amended by the State Legislators in the LEAP system and the CWA funding was retained at $1m in 2021-2023 and $23.5m in 2023-2025.

September 2020 – West Richland City Council authorizes $541k in local match for the SR 224 / Red Mountain Transportation Improvement Project. These funds coupled with an additional $959k in federal funds completes the funding package for the $26m portion of the roadway project.

March 2021 – West Richland City Council authorizes $1,862,000 in local match and RCCF for water and sewer infrastructure improvements associated with the SR 224 / Red Mountain Transportation Improvement Project.

The SR 224/Red Mountain Transportation Improvements project will add capacity and improve traffic operations with the addition of vehicle and bicycle lanes, along with intersection improvements and pedestrian facilities. This will allow for safer use by all along the corridor as it sees increased usage due to current and forecasted growth in the area. The Transportation Improvement Project is funded with State and City dollars.

The Sewer Improvement Project will complete sewer manholes and stubs to allow for connection outside of the new roadway improvements. Installation of approximately 611 LF of 8" sewer main, 6 manhole structures and connection to 7 existing manholes. Work includes restoration of asphalt pavement crossings. The Sewer Project is fully funded with City dollars.

The Water Improvement Project will complete necessary underground utility work prior to roadway reconstruction and widening. Completing the underground work is critical in the overall schedule and outcome of the SR 224/Red Mountain Transportation Improvements project.

The improvements will provide the utility and transportation infrastructure needed to address future access and capacity needs and ensure residential, commercial and industrial growth continues in the West Richland and Red Mountain areas.

Project is partially designed and will continue to construction once the final piece of funding is secured.

Total Overall Project Cost = $27,862,000

Sources of project funding:

Connecting Washington Funding (Roadway) - $24,500,000 (secured)
Federal (Roadway) - $959,000 (secured)
City of West Richland (Roadway) - $541,000 (secured)
City of West Richland (Sewer Fund) - $279,000 (secured)
City of West Richland (Water Fund) - $265,000 (secured)
Benton County RCCF - $1,318,000 (funding request)

Is the Project named in City/County/Port Comprehensive Plan? _X_ Yes ___ No

Is the Project named in the Benton County Overall Economic Development Plan? ___ Yes _X_ No

Note: To ensure compliance with RCW 82.14.370, all projects submitted to the County will be included in the updated Benton County Overall Economic Development Plan, revised at least annually.

Project Begin Date: May 2021 **Completion Date:** June 2023

Project Budget: $1,862,000

Contingency?: $186,390 (included in the project budget above)

Project Funding Sources:
Proponent's Own Funds: $544,000
Other Leveraging Sources: $0
Benton County RCCF: $1,318,000

Project Budget & Schedule Detail:

PROJECT PHASES	START DATE	FINISH DATE	RCCF FUNDS REQUESTED	OTHER FUNDS IN-HAND	SOURCE(S) OF OTHER FUNDS
PE/Environmental Permitting	May 2021	November 2022	$107,510	$153,585	City
Construction	January 2023	June 2023	$1,210,490	$390,415	City
SUB-TOTALS			1 $1,318,000	2 $544,000	
TOTAL PROJECT COST			1+2 $1,862,000		

Rural County Capital Fund assistance is on a reimbursable basis. The proponent must be able to cash-flow work on the project either in whole or in phases. The proponent shall invoice the County not more than once per month for those expenses eligible for Rural County Capital Fund assistance to the extent that such costs are directly attributable and properly allocable to the project.

Project Anticipated Benefits

What are the anticipated outcomes of this project with respect to the criteria identified below?

Please answer concisely in narrative form, supported with defendable estimates and projections. This is not a competitive application. The intent is to demonstrate that the project meets with the "economic development purposes" intended by the Legislature in its development of RCW 82.14.370 and our local economic development goals, not to weigh the merits of multiple projects against each other.

Jobs

- ***Estimated new jobs to be created? What mix/types of new jobs?***
- ***Estimated retention of existing jobs?***

Construction of this project will result in increased commercial, office, and retail growth along the Van Giesen (SR 224) commercial corridor between Ruppert Road and westerly city limits, translating to significant job growth for West Richland.

The economic development purpose of this project is to provide utility infrastructure along the Van Giesen (SR 224) commercial corridor by extending water main from Ruppert Road to the west City limits. Access to water is critical for business development and improvements along the corridor.

The proposed water system improvements will connect into other improvements made along the corridor. Such as the Brotherhood Reservoir, Van Giesen Water Main up to Ruppert Road and Well #11projects. All contributing to the economic development of the Red Mountain and Van Giesen area.

Regional economic data included in the City's Comprehensive Plan states West Richland can support approximately 2,117 new commercial and industrial jobs for properties along the Van Giesen (SR 224) corridor. The potential water and sewer system improvements outlined in this application will not only provide these services along this corridor, but will bring these services closer to a Master Plan Development that is being planned for north of Ruppert Road and will include 375 acres of commercially zoned property. This would be a significant increase in new jobs in West Richland, which has historically been a bedroom community in the Tri-Cities. This number does not include the direct jobs created by the construction projects itself, which are not permanent in nature.

Diversification

- ***Would the project help to expand the palette of Tri-Cities business and industry? How would it help to develop new sectors to better balance the local and regional economy, making it less anchored in, reliant upon, and responsive to traditional economic sectors?***

West Richland's Van Giesen (SR 224) corridor between Ruppert Road and the westerly City limits is underdeveloped and there is potential to generate significant employment demand for West Richland as a bedroom community. The opportunity for West Richland to expand its limited commercial business offerings is only limited by the available utility services along the corridor. The proposed water system improvements will bring needed industry to the growing community. The roadway and multi-model improvements will foster continued development of the western portion of the City.

Tax Revenue Generation

- ***Estimate and discuss tax revenue generation from expanded business or trade (sales, property, business & occupation taxes, etc.).***

The water system improvements have the potential to contribute to an increase in property values along Van Giesen (SR 224) corridor between Ruppert Road and westerly City limits. The proposed water system improvements will improve the desirability of the vacant commercial lots with accessible utility hookup locations.

Additional development and redevelopment within the Van Giesen (SR 224) corridor will not only serve local residents, but visitors to the Red Mountain AVA wineries who would patronize restaurants, specialty retail stores, entertainment facilities and other tourist-oriented developments.

Previously economic development studies have estimated the sales tax revenue leakage from West Richland's residents shopping outside the city limits at nearly $1 million dollars annually. West Richland's

2020 sales tax revenue from accommodations, food services and retail based businesses was only $387,139. New commercial businesses are expected, resulting in a modest increase in retail sales activity because of the water improvements. Any increase in sales activities will also greatly benefit the city in the form of increased sales tax revenue.

These opportunities for employment, growth in the property tax base, increased sales tax revenue and increased property tax revenue complement West Richland's rapid population growth and need for new revenue to fund basic services.

Sustainability

- ***Does the project utilize existing abandoned, derelict, or otherwise underutilized land, buildings, or other infrastructure?***
- ***What are the long-term prospects for success of the project's intended beneficiaries?***
- ***What is the project's impact on resource consumption?***
- ***Discuss other potential environmental impacts.***

The proposed water system improvements will bring services to undeveloped and underutilized land. The expected outcome of the project is increased private investment in vacant commercially zoned properties along Van Giesen (SR 224) between Ruppert Road and the westerly City limit, increased sales tax revenue, and create an increased number of family wage jobs created.

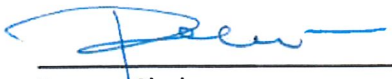
Incidental & Other Benefits

- ***Does the project have a likelihood to incubate or spin-off other businesses into the future that may not be intended or foreseen now?***
- ***Will the project support additional prestige, cultural, recreational, tourism, or other experiential opportunities aside from the intended direct economic benefits?***

The City of West Richland completed the construction of the Yakima River Gateway Project which provided an aesthetically pleasing eastern entrance into West Richland's downtown business core. This project compliments and continues the ability to develop through the City core to the westerly entrance, providing an urban roadway network with utility services along the full length of the Van Giesen (SR 224) corridor. The proposed improvements and the ongoing efforts to increase commercial, office, multi-family and retail growth in the City of West Richland's business core and other commercially zoned property on Van Giesen corridor, translating to significant job growth and increased sales tax revenue for West Richland.

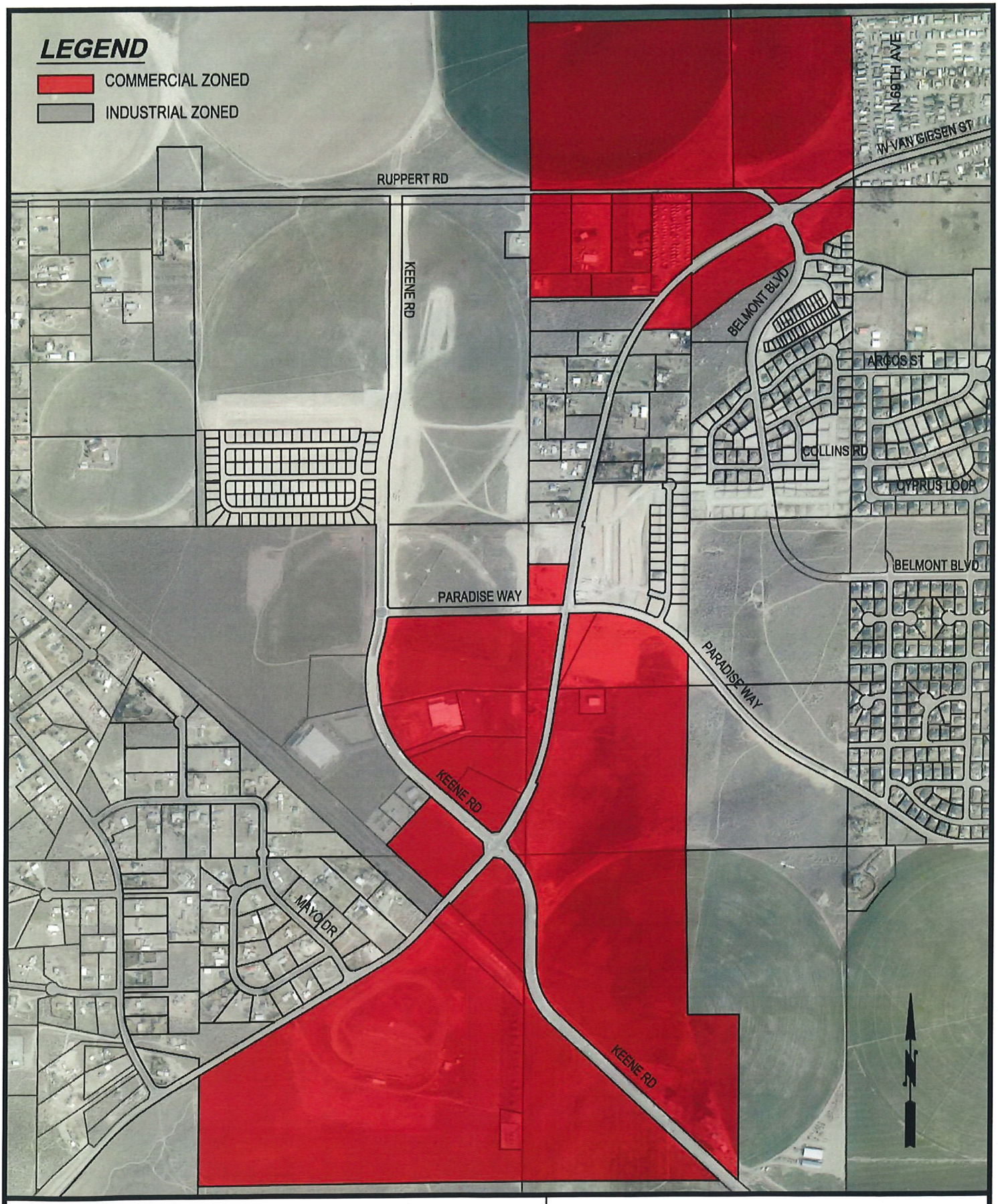
Submitted by:

Agency: City of West Richland

Date: March 26, 2021 By: 

Roscoe Slade
Title: Public Works Director

Submit to: Benton County Commissioners Office
% Sustainable Development Manager
7122 West Okanogan Place
Kennewick, Washington 99336
commissioners@co.benton.wa.us



ZONING MAP
WATER IMPROVEMENTS

RUPPERT TO WEST CITY LIMITS

DRAWN: JRW

city of West Richland

SHEET: 1
SCALE: N/A
CADFILE: Commercial-Industrial

VAN GIESEN (SR 224) WATER IMPROVEMENTS

RUPPERT TO WEST CITY LIMITS

DRAWN: JRW	West Richland	SHEET: 1
		SCALE: N/A
		CADFILE: Vanity Mapping

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 8, 2021
Subject:	Memorandum of Agreement with Watts and Sons LLC
Presenter:	Matt Rasmussen, Doug D'hondt
Prepared By:	Matt Rasmussen
Reviewed By:	Doug D'hondt, Ryan Lukson

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☒ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Watts and Sons LLC (Watts) is the owner of a mini storage facility located at 810-816 Dallas Road in West Richland. The property is in the urban growth area but located in the unincorporated portion of the County. Watts began construction of the facility approximately 11 years ago under a conditional use permit issued by the County. Part of the conditional use required that Watts construct a driveway approach to County standards.

The Benton County Road Department at the time reviewed and approved the site plan provided by Watts as well as several subsequent revisions to the driveway size and location requested by Watts. Watts however never requested a final inspection so the driveway permit was never finalized. Watts also failed to complete all of the required conditions on his conditional use permit so that was not finalized either. The County did grant numerous extensions to the conditional use permit and allowed the driveway to operate unchanged for several years.

Due to the fact that when the driveway was constructed there was not enough distance between the roadway and the gate installed by Watts, users of the facility regularly parked in the road and ran back and forth to the gate to open it. In 2015 Benton County was named in a lawsuit resulting from a vehicle accident at the driveway location when one such person was struck by a passing car and injured. The County settled the lawsuit for $75,000.

The County Engineer at this time recognized the potential for future issues at this driveway location if nothing was done about its configuration. In an attempt to resolve the issue the County Engineer began working with Watts to relocate the driveway to a more suitable location, away from a now busy intersection and to add sufficient distance between the roadway and the security gate. To ensure both parties knew their expectations the County Engineer entered into a memorandum of agreement with Watts on how the project could proceed. As the design progressed it became apparent that the proposal would exceed the funds available for the project so the County Engineer abandoned the project and implemented another solution to reduce the likelihood of pedestrian/vehicle conflicts. A raised curb center divider was added to Dallas Road in front of the driveway to restrict left turn movements into and out of the facility. That occurred in late 2018 and remains in place today, however, it is in need of significant repair due to vehicle damage.

In mid 2020 an attorney representing Watts contacted the County and requested that the County take up the project contemplated in the original MOA again. After working with Watts and his attorney the project was

revised to reduce the total cost to an affordable level. A new memorandum of agreement was drafted that addresses the driveway relocation project as well as other issues surrounding the still incomplete conditional use permit for the mini storage facility.

Fiscal Impact

The total project cost is estimated at $295,000. Costs will be paid from the County Road Fund.

The County has evaluated a second option to resolve this matter which involves replacing the existing raised curb center divider with a barrier wall. Preliminary estimates put the cost of that work at roughly $200,000. This option would only reduce the likelihood of people running back and forth across the street and would not resolve the issue with the gate being too close to the road edge. The relocation of the driveway, while more costly, is the better option with traffic safety and flow are considered.

Recommendation

Staff recommends that the Board approve the memorandum of agreement with Watts and Sons LLC. In order to improve the safety of Dallas Road, and the now busy intersection with Arena Road located immediately north of the driveway, it is necessary to relocate it from the original location approved by the County.

Suggested Motion

I move to approve the memorandum of agreement between Watts and Sons LLC and Benton County regarding the Dallas and Arena Road Traffic Safety Improvement Project and authorize the Chairman to sign it on behalf of the Board.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING A MEMORANDUM OF AGREEMENT BETWEEN WATTS AND SONS LLC AND BENTON COUNTY REGARDING THE DALLAS AND ARENA ROAD TRAFFIC SAFETY IMPROVEMENT PROJECT

WHEREAS, Watts and Sons LLC is the owner of a mini-storage facility located at 810-816 Dallas Road in West Richland Washington; and

WHEREAS, Watts and Sons LLC constructed the facility approximately 11 years ago under a conditional use permit issued by Benton County; and

WHEREAS, as part of said construction Watts and Sons LLC was issued a permit for construction of a road approach; and

WHEREAS, the County Road Department at the time approved the design of the approach along with subsequent changes by Watts and Sons LLC, which was constructed, but never received final approval from the County; and

WHEREAS, in 2015 the County and Watts and Sons LLC were named parties in a lawsuit for a vehicle accident related to use of the driveway; and

WHEREAS, as part of the resolution of the lawsuit and to resolve potential continuing roadway safety issues related to the driveway and its construction, the County Engineer and Watts and Sons LLC entered into a memorandum of agreement to relocate and reconstruct the driveway in 2017; and

WHEREAS, the parties reached an impasse while working on the design of the new driveway which caused the County Engineer to stop working on the project; and

WHEREAS, an attorney representing Watts and Sons LLC contacted the County in 2020 to restart the memorandum of agreement and complete the project; and

WHEREAS, to avoid a lengthy and costly legal proceeding the County and Watts and Sons negotiated a revised memorandum of agreement to complete the driveway relocation project; and

WHEREAS, a revised agreement has been prepared and reviewed as to form by the Benton County Prosecuting Attorney's office.

cc: Commissioners
Public Works
Community Development

M. Rasmussen
Doug D'Hondt
Greg Wendt

NOW, THEREFORE, BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the memorandum of agreement between Benton County and Watts and Sons LLC for relocation of a driveway at 810-816 Dallas Road in West Richland Washington; and

BE IT FURTHER RESOLVED that the Chairman of the Board be, and hereby is, authorized to execute said memorandum of agreement on behalf of Benton County.

Dated this 8th day of June 2021.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

cc: Commissioners
Public Works
Community Development

M. Rasmussen
Doug D'Hondt
Greg Wendt

1. This Memorandum of Agreement (MOA) between Benton County and Watts & Sons LLC supersedes and replaces the previous MOA entered into between Matt Rasmussen, Benton County Public Works Administrator, and Watts & Sons LLC, represented by Kurk Watts, entered into on January 2, 2019.

2. The new driveway located at 810-816 N Dallas Road shall be constructed to current Benton County standards as currently approved by the Board of County Commissioners. Any interpretation of these standards shall be at the sole discretion of Benton County.

3. Benton County will make every reasonable effort to advertise this project for bids by July 1, 2021, and construction shall be completed no later than December 31, 2021.

4. The driveway features will be per the attached construction plans attached as Exhibit A.

5. An Approach Permit for the new driveway will be issued to Watts & Sons LLC prior to beginning construction. Watts & Sons LLC will be required to sign the permit agreeing to all terms and conditions in the form of the attached Exhibit B. There is no fee to Watts & Sons LLC for the permit.

6. The existing driveway will be removed in its entirety. The existing gate will be replaced with chain fencing matching the surrounding fencing.

7. Benton County will provide all surveying, engineering and construction inspection for the new driveway and removal of the old driveway.

8. Watts & Sons has provided the County with a temporary construction easement, attached as Exhibit C and will allow access to the property for surveying, inspection, construction and testing.

9. The new driveway will be designed and constructed using the following guidelines:
   a. Driveway shall be positioned as close to the south line of the property as practical
   b. The gate will be a minimum of 75 feet from the edge of traveled way on Dallas Road
   c. Slope of the driveway will not exceed 10%
   d. Driveway width shall be 30 feet
   e. Driveway will be paved from the roadway edge to the gate
   f. The pavement section will be 2 inches hot mix asphalt on top of 6 inches crushed surfacing top course
   g. Mechanical soil retainage will be used on the north side of the driveway to minimize the footprint. The system will consist of stacked concrete blocks with an aesthetically appealing finish.
   h. The design will consider stormwater runoff from the adjoining property to the south and provide measures to reduce erosion risk during rain events.
   i. As much of the existing gate system will be reused as possible. Any gate components not incorporated into the new system will be salvaged and returned to Watts and Sons. All new components will be compatible with the existing system and will be of like quality. Workmanship shall be in accordance with the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction and Benton County Standards. All manufacturers warranties will be transferred to Watts and Sons at the completion of construction.
   j. Fencing will be added as needed to close in the site after the driveway has been constructed. Project will be phased such that no portion of the site is unsecured during construction.
   k. A new PTZ camera will be added to the existing surveillance system to provide full coverage of the gate area

l. The gate controller will be reconnected to the monitoring system to ensure all data currently being collected by the controller is available again. The reconnection shall be performed by a qualified installer. Watts & Sons will be provided an opportunity to test the system to verify full operation prior to completion of the project.
m. Two (2) streetlights will be added to the driveway to illuminate the area around the gate and driveway consistent with City of Richland streetlight standards.
n. Spare conduits will be added under the driveway to allow for future expansion of site electrical and/or video control systems without damaging the driveway.
o. Bollards will be added adjacent to the keypad and other critical gate components to reduce the likelihood of damage from vehicles.
p. Any portion of the site disturbed by construction activities will be restored to the original condition with materials matching as close as reasonably possible to existing materials as determined at the sole discretion of the County.

10. Watts & Sons LLC will contribute a fixed cost of ten thousand dollars ($10,000) towards the project cost. This payment will be inclusive of the $700 fee due from Watts & Sons LLC for its application to amend to the conditions of its pending Conditional Use Permit. Payment of the amount will be due on invoice from the County once construction is completed. Benton County will pay all costs beyond the amount contributed by Watts & Sons LLC for project completion. Notwithstanding condition 5 to the Road Approach Permit Application (Exhibit B), the parties agree that Benton County will not seek construction costs beyond the $10,000 contribution set forth in this paragraph 10 of the MOA.

11. Watts & Sons LLC will be responsible for applying to amend its application for conditional use permit through the Benton County Planning Department to receive final approval and issuance of the permit. When a conditional use permit amendment is applied for, Benton County shall provide a positive recommendation to the Hearing's Examiner in support of Watt's & Sons LLC's desire to amend the conditions of its permit to allow for a change in fence type and additional outside storage.

12. After completion of construction and acceptance of the work by Benton County the maintenance and repair of the driveway will be the sole responsibility of Watts & Sons LLC.

IN WITNESS WHEREOF said parties have caused this MOA to be signed by the duly authorized officials on the day and year indicated below.

Date: 5/18/2021

WATTS AND SONS LLC

S. Karen Bamberger

S. Karen Bamberger, Attorney for
Watts & Sons LLC

Kurk Watts

Kurk Watts, Representative
Watts & Sons LLC

Date: _____

BENTON COUNTY

_____

Jerome Delvin, Chairman
Board of County Commissioners

ATTEST:

_____

Clerk of the Board

Approved as to Form:

Ryan J. Lukson, Civil DPA

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 8, 2021
Subject:	Task Order #3 Evaluation of the Former KGH Facility with Wave Design Group, LLC
Presenter:	N/A
Prepared By:	R. Blain
Reviewed By:	R. Blain

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☐ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☒ Execute Contract

Summary / Background Information

The Board executed a contract with Wave Design Group on April 20th, Res 2021-332. The contract is for on-call architectural and engineering services. These services are outlined as needed in Task Orders including pricing.

The County has received a proposal to purchase the former Kennewick General Hospital building which would be repurposed as the regional Recovery Center facility.

Wave Design Group was asked to provide pricing to evaluate the existing structure and systems. This would give additional information to the County when considering the purchase of the facility. Wave Design Group Task Order #3 will include an evaluation of the condition of the structure and major systems and will create a report to include projected repair/replacement cost and estimated lifespan and future replacement costs.

Task Order #3 has a total cost of $104,500.00 plus WSST.

Fiscal Impact

Amount: $104,500.00 plus W.S.S.T.

Fund: Capital Projects Fund

Recommendation

Approve Task Order #3 with Wave Design Group, LLC for on-call architectural and engineering services.

Suggested Motion

Move to approve Task Order #3 with Wave Design Group, LLC for an evaluation of the former KGH building for a total cost of $104,500.00 and approve the chairman to sign Task Order #3.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF EXECUTING TASK ORDER #3 ON THE ON-CALL ARCHITECTURAL & ENGINEERING SERVICES CONTRACT WITH WAVE DESIGN GROUP, LLC.

WHEREAS, the Board executed a contract with Wave Design Group on April 20th, Res 2021-332, for on-call architectural and engineering services; and

WHEREAS, the County has received a proposal to purchase the former Kennewick General Hospital building which would be repurposed as the regional Recovery Center facility; and

WHEREAS, Wave Design Group has provided pricing to evaluate the existing facility; and

WHEREAS, the Director of Operations and Capital Programs has reviewed the proposed Task Order #3 and recommends approval of Task Order #3 in the amount of $104,500 plus WSST; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby concurs with the recommendation and approves and authorized the Chairman of the Board to sign Task Order #3 in the amount of $104,500 plus WSST with Wave Design Group, LLC, of Kennewick, Washington, to provide an evaluation of the former KGH facility prior to the potential purchase.

Dated this 8th day of June 2021.

_____
Chairman of the Board.

_____
Chairman Pro-Tem.

_____
Member.

Attest:_____
Clerk of the Board

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

Orig.: Purchasing Department R.Blain
c: Auditor, CM

WAVE DESIGN GROUP
ARCHITECTURE • ENGINEERING • INTERIOR DESIGN

Work Task Order

Project Title: BENTON COUNTY-A/E SERVICES
Client: ROBERT BLAIN
Project Number: 21-020 **Task #** 03

Description of Task Order:	
Task Order 03 - TRIOS AUBURN BUILDING CONDITION ASSESSMENT REPORT	$104,500.00
--Visit the building and assess the current condition of the existing systems including Heating and cooling, plumbing, structural, architectural, roofing, code related issues, site utility supply and drain lines, and other maintenance related building systems.	
--Interview maintenance staff of facility to ascertain known problems with systems.	
--Produce a consolidated report containing equipment status, approximate age, expected remaining life, cost to repair or replace.	
--The work associated with this assessment includes extensive walkdown inspections of the equipment and building including HVAC units, ducts, piping, fixtures, windows, roofing, site grading and drainage, structural elements, and other building O&M related systems. Research on equipment will also be performed to determine average lifespans and comparisons of these numbers to provide expected life remaining for all systems as well as potential maintenance and operations issues that may arise.	
Total Fees Per This Task: $	**104,500.00**

Refer to Exhibit A (attached) for Sketch of Building to be Evaluated.

Authorization to Proceed

Harvey Prickett

Chairman of the Board

May 17, 2021
Date

Date

Exhibit A

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	June 8, 2021
Subject:	Third Restated Interlocal Cooperation Agreement for BIPIN
Presenter:	Matt Rasmussen
Prepared By:	Matt Rasmussen
Reviewed By:	Jerrod MacPherson, Ryan Brown

PA Review, Approval to Form: ☐ Yes ☒ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☒ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Benton County has participated in the Bi-County Police Information Network (BIPIN) since its inception in 1982 when we joined with the cities of Kennewick, Pasco and Richland and Franklin County. The original agreement has been amended and restated several times over the years and several more agencies have been added as members.

Over the past two years BIPIN has been working on replacing its software system that houses all the police and jail records. The way the software is being paid for is fundamentally different than the previous software necessitating an update to the interlocal agreement. Since the agreement is being updated several other issues with the language are also being resolved. The most notable change is the operational cost for BIPIN and no longer divided up based on software users' licenses as the new software does not designate individual licenses anymore. A funding formula based on police cases and jail bookings is proposed. Another change is the member from the County is now the County Administrator, or designee, versus a County Commissioners. This is to make the agreement match historic practice where the Administrator or Deputy Administrator has been the County representative.

While the agreement has been reviewed by the Prosecuting Attorney's Office, they are not able to approve to form. The attorneys reasoning was provided by separate communication.

Fiscal Impact

The County expends approximately $400,000 annually for it's BIPIN membership. Those costs are split between the Corrections Department and the Sheriffs Department (75% corrections, 25% sheriff).

Recommendation

Staff recommends that the Board approve the 3rd Restated Interlocal Agreement.

Suggested Motion

I move to approve the Third Restated Interlocal Cooperation Agreement between the Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco, Richland, West Richland, and Prosser for the Bi-County Police Information network

R E S O L U T I O N

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND, WEST RICHLAND AND PROSSER REGARDING THE BI-COUNTY POLICE INFORMATION NETWORK

WHEREAS, the counties of Benton and Franklin, along with the cities of Kennewick, Pasco, and Richland first entered into an Interlocal Agreement in 1982 which created the Bi-County Police Information Network ("BI-PIN"); and

WHEREAS, the original BI-PIN Interlocal was amended in 1988, 1992, 1995, and 2003; and restated in 2009.

WHEREAS, the restated BI-PIN Interlocal was restated again in 2011 and amended in 2012; and

WHEREAS, the Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco, Richland, West Richland, and Prosser, through their respective law enforcement departments, desire to jointly utilize an expanded law enforcement records management system to be operated by the Kennewick Information Technology Division; and

WHEREAS, therefore the parties wish to rescind the existing BI-PIN Interlocal and enter into this third restated agreement to clearly set forth existing and future obligations and objectives of the parties, and to account for possible new members and the obligations that would apply to new members; and

WHEREAS, the Benton County Board of County Commissioners believes it to be in the best interest of the citizens of the County to enter into this new agreement for the Bi-County Police Information Network; **NOW, THEREFORE**

BE IT RESOLVED, that the Board of County Commissioners approves the Third Restated Interlocal Cooperation Agreement Between the Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco, Richland, West Richland and Prosser regarding the Bi-County Police Information Network.

BE IT FURTHER RESOLVED that the Chairman of the Board be, and hereby is, authorized to execute this agreement on behalf of Benton County.

Dated this 8th day of June 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest: _____
Clerk of the Board

Constituting the Board of
County Commissioners of Benton
County, Washington

Orig: ` M. Rasmussen

After Recording Return to:
Kennewick City Clerk
P.O. Box 6108
Kennewick, WA 99336

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND, WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

WHEREAS, the Interlocal Cooperation Act codified in RCW 39.34 allows public agencies to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill the needs of the community as a whole; and

WHEREAS, the joint exercise of a regional criminal justice record and information system promotes the deterrence and solution of criminal incidents by providing increased access to local incident and warrant information, reducing the need for redundant data entry, improving the protection of criminal files against loss or destruction, and increasing the responsiveness of the respective law enforcement agencies through crime analysis and investigative support functions; and

WHEREAS, the counties of Benton and Franklin, along with the cities of Kennewick, Pasco, and Richland first entered into an Interlocal Agreement in 1982 which created the BiCounty Police Information Network ("BI-PIN"); and

WHEREAS, the original BI-PIN Interlocal was amended in 1988, 1992, 1995, and 2003; and restated in 2009.

WHEREAS, the restated BI-PIN Interlocal was restated again in 2011 and amended in 2012; and

WHEREAS, the Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco, Richland, West Richland, and Prosser, through their respective law enforcement departments, desire to jointly utilize an expanded law enforcement records management system to be operated by the Kennewick Information Technology Division; and

WHEREAS, therefore the parties wish to rescind the existing BI-PIN Interlocal and enter into this third restated agreement to clearly set forth existing and future obligations and objectives of the parties hereto, and to account for possible new members and the obligations that would apply to new members;

NOW THEREFORE BE IT AGREED, in accordance with the provisions of RCW 39.34.030:

Section 1 — Formation and Purpose of BI-PIN. The Counties of Benton and Franklin and the Cities of Connell, Kennewick, Pasco, Richland, West Richland and Prosser hereby establish the BiCounty Police Information Network ("BI-PIN"). Benton County, Franklin County, Kennewick, Pasco and Richland are the five charter agencies ("Charter Agencies") that have enhanced voting rights as set forth in this agreement. In order to assist the participating police and sheriff's departments in the deterrence and solution of criminal incidents, and in recognition of the high cost of technology and operation of information systems, the participating members are entering into this Interlocal agreement to continue to jointly utilize a common law enforcement and jail records management system for the following purposes:

- Increase access to local incident and want/warrant information.
- Enhance the sharing of information among the criminal justice agencies.
- Improve availability of operational and management information.
- Provide for increased responsiveness to crime analysis and investigative support functions.
- Reduce the need for redundant data entry and duplicate data files.
- Provide for improved protection against loss or destruction of criminal information files.

Section 2 — Organization of BI-PIN. In order to provide for the on-going administration of BI-PIN, the following organizational structure is adopted for the organization:

2.1 Executive Committee. The Executive Committee is composed of the City Managers, City Administrators, and County Administrators or their designee, as appropriate, from each of the member agencies and each shall be a voting member. A liaison from the Bi-County Police Chiefs and Sheriffs and from Benton County Emergency Services shall be ex officio, non-voting members.

A chairman shall be elected by the Executive Committee and will serve a five-year term with no limit as to the number of consecutive five-year terms that may be served. The Executive Committee will meet at least quarterly or more often as required. The committee will keep minutes of its meetings, and copies of these minutes shall go to all members of the committee.

It is the responsibility of the Executive Committee to set policies regarding all aspects of BI-PIN activities, approve contracts which shall be signed by the chairman, review the cost sharing methodology set forth in Section 5.3 annually as part of the budget, approve the proposed annual budget and work program, set the cost recovery for new BI-PIN members, and make final decisions on adoption of software applications and minimum hardware requirements for systems that are owned or operated by BI-PIN, or for systems owned by parties to this agreement that interface with BI-PIN.

2.2 Technical Committee. The technical committee is composed of the Information Systems Manager (or equivalent position) of each of the BI-PIN member agencies and Benton County Emergency

Services. The Operating Jurisdiction's IT Manager will chair the Technical Committee. The Technical Committee will provide recommendations through the Operating Jurisdiction to the Executive Committee on technical decisions that affect the BI-PIN system. The Technical Committee will meet on an as-needed basis.

2.3 BI-PIN User Change Control Board. The BI-PIN User Change Control Board shall be comprised of representatives of each law enforcement agency from member jurisdictions and a representative from Benton County Emergency Services. This Board shall be responsible for evaluating proposed system changes, recommending software development priorities, actively participating in system selection activities to procure the most appropriate system to meet their respective requirements, and resolving any operational problems to ensure successful joint operation of the system. The IT Manager or delegate of the Operating Jurisdiction shall chair this board.

Section 3 — Operational Responsibility. The City of Kennewick shall be designated the BI-PIN Operating Jurisdiction. The Operating Jurisdiction is solely and completely responsible for operating BI-PIN. The rules, regulations and ordinances of the Operating Jurisdiction, unless otherwise specifically provided for, apply to BI-PIN at all times. Employees supporting BI-PIN are employees of the Operating Jurisdiction. Support personnel for the BI-PIN system software shall be dedicated to the support of the BI-PIN system and any and all costs associated with those employees shall be borne by BI-PIN as a whole. The Operating Jurisdiction will provide all necessary support services for the operation of BI-PIN such as executing contracts on behalf of BI-PIN as approved by the Executive Committee, accounting, legal services, risk management and information technology services. The Operating Jurisdiction is entitled to collect an overhead rate for the performance of its duties, the cost of which shall be included in the BI-PIN Operating Budget. The parties to this Interlocal Agreement acknowledge that by entering into this agreement they authorize the Operating Jurisdiction and BI-PIN, acting through the Executive Committee, to execute a separate Agreement defining the services and responsibilities of both parties.

Section 4 — Ownership of Assets. Ownership interests in property, equipment, or funds acquired by or through BI-PIN shall be shared by all member agencies in proportion to a 3-yr rolling average percentage allocation of each party's contributions.

BI-PIN is responsible for maintenance and upgrades for their software modules & supporting environment. BI-PIN is not responsible for the maintenance and upgrade of BCES or any specific agency owned modules or interfaces.

Section 5 — Participation in BI-PIN. Recognizing that BI-PIN member agencies benefit from the participation of all local jurisdictions, BI-PIN wants to promote and encourage inclusion of all agencies interested in joining BI-PIN. To facilitate this effort, BI-PIN has adopted the following policies regarding joining and membership of additional local agencies in the BI-PIN local governmental agency:

5.1 Adding Members by Addendum. When the BI-PIN Executive Committee decides by majority vote to grant membership to a new jurisdiction, the new member agency shall become a member of BI-PIN upon satisfaction of the buy-in and software/infrastructure obligations, and upon execution of an

addendum to this agreement signed by the Executive Committee Chair and the Mayor or Chairperson of the joining jurisdiction.

5.2 Membership Buy-ln.

- Participation in BI-PIN by new member agencies will require a majority vote by the BIPIN Executive Committee.
- Buy-in of membership to the BI-PIN interlocal agency will be based on a per-capita fee. The fee will be set at $3.52 per capita beginning in 2020 and inflated using the Seattle CPI-U factor to increase the per capita fee to reflect the time value of money for any future buy-ins.
- The BI-PIN Executive Committee will set minimum requirements for hardware and connectivity based on the recommendations of the Technical Committee. Any system that interfaces with the BI-PIN system will require Technical Committee review and appropriate recommendation to the Executive Committee for final approval.
- All hardware and connectivity costs associated with participation in BI-PIN will be born by the appropriate agency.

5.3 Operations Cost Sharing Formula.
The formula for distribution of BI-PIN's operations costs will be distributed in the following method.

- The total amount to be allocated annually will be determined by taking total Expenditures less any outside Revenue sources. Outside Revenue sources include Non-Member Fees and Interest Earnings.
- Each member agency will be assessed an annual base fee of $10,000. The base contributions will be deducted from the remaining budget amount to be allocated.
- The balance of the annual budget will be split 50/50 between law enforcement and jail management based on number of cases for law enforcement agencies and number of jail bookings for jail agencies.

5.4 Voting power of member agencies. All matters to be decided by the Executive Committee shall be determined by simple majority of votes cast by member agencies present after a quorum is called; provided, however, any vote shall also require approval of at least four of the five Charter Agencies. A quorum requires a simple majority of member agencies as well as 4 of the 5 Charter Agencies to be present. The five charter agencies are Benton County, Franklin County, Kennewick, Pasco and Richland. All five Charter Agencies are authorized to cast two votes each and all other member agencies are authorized to cast one vote each.

Section 6 — Withdrawal (Replacement). Any member agency may withdraw from this agreement and membership in BI-PIN by serving a notice of withdrawal upon all members of BI-PIN. This notice shall be given at least one year in advance of the date of withdrawal. Membership shall terminate on the last day of the calendar year. Upon withdrawal from membership, the member agency shall receive no further distribution of income proceeds and all software must be uninstalled by the withdrawing agency. The withdrawing member shall pay its pro-rata share of any outstanding obligations incurred up to the effective date of withdrawal under the formula outlined in section 5.3 of this agreement. The withdrawing member(s) shall be provided with all outstanding obligations within 45 days of the

effective date of withdrawal. Upon such receipt, the withdrawing member(s) shall pay all outstanding obligations within 45 days of receipt. The outstanding contribution(s) shall include all amounts due to BI-PN and any cost directly associated with the member's withdrawal.

Section 7 — Termination of Agreement. This agreement may be terminated upon a resolution to terminate this agreement. Such resolution shall require approval of at least four of the five Charter Agencies. Upon adoption of a resolution to terminate this agreement, the effective date of termination shall be determined by a simple majority of all votes cast. However, in no event shall the termination date be more than one hundred and eighty days (180) from the date of the resolution. After the effective date of termination, the activities of BI-PIN shall cease and no further business shall be conducted nor shall any financial obligations be incurred. In the event of termination of this agreement, each member agency shall be responsible for its pro-rata share of any remaining costs or penalties under the formula outlined in section 5.3 of this agreement. In the event of termination, BI-PIN shall immediately provide notice of termination to each known creditor and party in which BIPIN has a contractual relationship. All parties to this agreement shall be obligated to participate in the winding-up of BI-PIN-related activities which shall include: collection of any outstanding payables, the payment of any outstanding obligations, satisfaction of any and all contractual obligations, and the distribution of assets. To the extent legally permissible and upon written request, the Operating Jurisdiction shall provide a copy of any or all data belonging to BI-PIN to any requesting member agency on the most feasible medium in return for the actual cost of such copy. Any remaining assets owned by BI-PIN prior to termination will be distributed back to the member agencies based on their pro-rata share in BI-PIN as outlined in the cost allocation methodologies in the BIPIN Policies. In the event of termination, an existing member or members may negotiate for the acquisition of software, data, and other information specific to that member or member's jurisdiction to the extent permitted by the terms of any applicable software licensing agreements. Nothing shall prevent the parties from negotiating the release of software, data, or other information that is specific to one member.

Section 8 — Security of Data. Each member agency shall safeguard, by appropriate means, the confidentiality of the information contained in the BI-PIN system. Additionally, each member agency shall maintain network security that meets FBI and industry standards for any network that may interact with the Operating Jurisdiction's network.

Each member agency will protect access with specific sign-on controls and procedures as developed by the BI-PIN Technical Advisory Committee with the approval of the Executive Committee. The Operating Jurisdiction is responsible for maintaining the security of the BI-PIN network based on FBI and industry standards.

Section 9 — Liability Coverage. Each member agency shall be solely responsible for its own wrongful or negligent conduct. Each member agency promises to indemnify and hold harmless and release all other member agency from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the member agencies or other at-fault persons or entities in accordance with the laws of the State of Washington. Nothing herein shall be interpreted to:

1. Waive any defense arising out of RCW Title 51.
2. Limit the ability of a member agency to exercise any right, defense, or remedy which a member agency may have with respect to third parties or the employee(s) whose action or inaction gave

rise to loss, claim or liability, including, but not limited to, an assertion that the employee(s) acted beyond the scope of employment.

3. Cover or require indemnification or payment of any judgment against any individual or agency for intentionally wrongful conduct outside the scope of employment of any individual, or for judgment for punitive damages against any individual or agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her member agency employer, should that employer voluntarily elect to make said payment. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

Section 10 — Term of Agreement. This agreement shall become effective upon the execution of this agreement by all the parties identified above. Once effective, this second restated agreement shall run to December 31, 2025 and shall continue thereafter for successive five year periods, unless a member requests a revision of the agreement by giving notice in writing to all other members at least 180 days before the expiration date of the agreement; such requested revision must be approved by each member agency as an amendment pursuant to section 12 below.

Section 11 — Recordkeeping. The Operating Jurisdiction shall be responsible for maintaining accurate records including accurate records of expenditures made during the year and the purpose they were made. On an annual basis, the Operating Jurisdiction shall provide the member agencies with an operating and financial report.

Section 12 — Entire Agreement. This agreement contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements, including all prior BI-PIN Interlocal Agreements and amendments. This agreement may be altered or modified only in writing signed by the parties hereto.

IN WITNESS THEREOF, the parties have set their hands this_____day of _____, 2021.

Signature pages to follow.

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 1

CITY OF KENNEWICK

_____
Marie E. Mosley
City Manager

ATTEST:

_____
Terri L. Wright
City Clerk

APPROVED AS TO FORM:

_____
Lisa Beaton
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 2

CITY OF RICHLAND

_____
Jon Amundson
Interim City Manager

ATTEST:

_____
Jennifer Rogers
City Clerk

APPROVED AS TO FORM:

_____
Heather Kintzley
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 3

CITY OF PASCO

_____
David Zabell
City Manager

ATTEST:

_____
Debra C. Barham
City Clerk

APPROVED AS TO FORM:

_____
Kerr Ferguson Law, PLLC
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 4

COUNTY OF BENTON

_____
Jerome Delvin
Chairman

ATTEST:

_____
Cami McKenzie
Clerk of the Board

APPROVED AS TO FORM:

_____
Ryan K. Brown
Deputy Prosecuting Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 5

COUNTY OF FRANKLIN

_____
Clint Didier
Chairman

ATTEST:

_____
Karin Milham
Clerk of the Board

APPROVED AS TO FORM:

_____
Jennifer Johnson
Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 6

CITY OF CONNELL

_____
Lee Barrow
Mayor

ATTEST:

_____
Marissa Ortiz
City Clerk

APPROVED AS TO FORM:

_____
Dan Hultgrenn
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 7

CITY OF PROSSER

_____
Randy Taylor
Mayor

ATTEST:

_____
Rachel Shaw
City Clerk

APPROVED AS TO FORM:

_____
Howard Saxton
City Attorney

THIRD RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTIES OF BENTON AND FRANKLIN AND THE CITIES OF CONNELL, KENNEWICK, PASCO, RICHLAND AND WEST RICHLAND AND PROSSER (POLICE INFORMATION NETWORK)

SIGNATURE PAGE 8

CITY OF WEST RICHLAND

_____
Brent Gerry
Mayor

ATTEST:

_____
Stephanie Haug
City Clerk

APPROVED AS TO FORM:

_____
Bronson J. Brown
City Attorney